

Template regarding Commercial Contracts

(9) LEAVE AND LICENSE AGREEMENT

THIS LEAVE AND LICENCE AGREEMENT (the "Agreement") is made at this day of ("Effective Date")

BY AND BETWEEN

..... (hereinafter referred to as "Licensor" which expression shall mean and include the Licensor above named as also the Licensor's respective heirs, successors, assigns, executors and administrators) of one part

AND

..... (hereinafter referred to as "Licensee") of the other part;

WHEREAS

- A. The Licensor is absolutely seized and possessed of and or otherwise well and sufficiently entitled to all that constructed portion being unit described in Schedule hereunder written (hereafter for the sake of brevity called or referred to as "Licensed Premises") and is/are desirous of giving the said premises on Leave and License basis.
- B. The Licensee herein is in need of temporary premises for his/her use and has/have approached the Licensor with a request to allow the Licensee herein to use and occupy the said premises on Leave and License basis for a period of [.] Months commencing from the Effective Date hereof on terms and subject to conditions hereafter appearing.
- C. The Licensor has sufficient interest, right or title in the Licensed Premises and to permit and allow the Licensee to use and occupy the Licensed Premises as bare Licensee in his/her personal capacity for use by him/her of the licensed premises for [.] purposes and to occupy the same without any right, title, interest or claim in the licensed premises or to any right or interest of the Licensor in the licensed premises.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS LICENSOR AND LICENSEE HERETO AS FOLLOWS:

1. The Licensor hereby grants to the Licensee herein a revocable leave and license, to occupy the Licensed Premises, described in Schedule hereunder written without creating any tenancy rights or any other rights, title and interest in favour of the Licensee for a period of 11 (eleven) Months commencing from the Effective Date hereof.

The Licensee may display name boards only at the entrance of the Licensed Premises i.e., at _____ during the LICENSE TERM in accordance with the rules

and regulations at their own cost and expense. Any fees present or future pertinent thereto to be paid to any statutory authorities shall be paid by the Licensee.

2. The Licensor and Licensee agree that the Licensee shall use and occupy the Licenses Premises under the permission of the Licensor and shall not have or claim any tenancy or any other right, title, interest in the Licensed Premises and shall always be construed as “permissive user as licensee” only. The Licensed Premises shall only be used by the Licensee for [.] purpose and shall neither cause nuisance, damage, disturbance, annoyance, inconvenience or interference to the occupiers of neighbouring premises nor use the Licensed Premises for any illegal or immoral purposes or carry out any activity or do anything, which constitute breach of any law.
3. and the Licensee shall maintain the said premises in its existing condition and damage, if any, caused to the said premises, the same shall be repaired by the Licensee at its own cost subject to normal wear and tear. The Licensee shall not do anything in the said Licensed Premises which is or is likely to cause a nuisance to the other occupants of the said building or to the prejudice in any manner to the rights of the Licensor in respect of said premises or shall not do any unlawful activities prohibited By State or Central Government.
4. The Licensee has deposited and paid to the Licensor, as refundable interest free security deposit for due observance and performance of the terms and conditions of this Agreement, being a sum of Rs. _____/- (Rupees _____ Only) receipt of which the Licensor namely ‘ _____’, does hereby acknowledge. The Security Deposit shall be refunded by the Licensor to the Licensee after deducting any dues towards unpaid electricity, telephone, broadband connectivity bills etc. at the time of vacating the Premises on the expiry of this License Agreement by efflux of time or on its sooner determination / termination as provided herein. In the absence of the said bills from various agencies, for the period of occupancy of the premises by the Licensee, the Licensor shall withhold 1.5 times of the amount calculated on the basis of average of the last 3 billing cycles received towards the said charges. However, the Licensor shall refund the balance Security deposit to the Licensee immediately after making the actual payments once the bills from the said authorities are received, unless separately paid by the Licensee directly to the various authorities/agencies.
5. The Licensee hereby agrees and undertakes, to pay, to the Licensor, on or before the 10th day of every month, (subject to statutory deduction of tax at source and / or any other statutory deductions as are applicable from time to time), a license fee of Rs. _____/- (Rupees _____ Only) per month for the Licensed Premises. The Licensor shall grant ___ reserved car parking space for which the Licensee will not be liable to pay any license fee. The Licensee will be provided the ___ car parking spaces at the convenient point. In the event of non-payment of License Fees within seven days from the due date, the Licensor shall be paid an interest @__% p.a. on the unpaid License Fees until the time of actual payment from its due date.

6. That the all outgoings including all rates, taxes, levies, assessment, maintenance charges, non-occupancy charges, etc. in respect of the said premises shall be paid by the Licensor.

OR

That the Licensee herein shall bear and pay all the maintenance charges in respect of the said Licensed Premises, and other outgoings including all rates, taxes, levies, assessment, non-occupancy charges, etc. in respect of the said premises shall be paid by the Licensor.

7. The Licensee during the subsistence of this Agreement shall promptly pay all charges of electricity consumed in the Licensed Premises during based on the meter reading specifically attached to and assigned to the Licensee for the Licensed Premises and/or actual bills received by the Licensee and shall also pay all outgoing expenses and charges with respect to the Licensed Premises, including for repairs and water charges.
8. That, if the Licensee commits default in regular and punctual payments of monthly compensation as herein before mentioned or commit/s breach of any of the terms, covenants and conditions of this agreement or if any legislation prohibiting the Leave and License is imposed, the Licensor shall be entitled to revoke and / or cancel the License hereby granted, by giving notice in writing of one month and the Licensee too will have the right to vacate the said premises by giving a notice in writing of one month to the Licensor as mentioned earlier.
9. That immediately at on the expiration or termination or cancellation of this Agreement the Licensee shall vacate the said premises without delay with all his goods and belongings. In the event of the Licensee failing and / or neglecting to remove himself without demur, protest or objection to the Licensor and / or his articles from the said premises on expiry or sooner determination of this Agreement, the Licensor shall be entitled to recover damages at the rate of double the daily amount of compensation per day and or alternatively the Licensor shall be entitled to remove the Licensee and his belongings from the Licensed premises, without recourse to the Court/s of Law.
10. The Licensee hereby agrees and covenants with and to the Licensor that the Licensee under no circumstances whatsoever, transfer or assign in any manner, whatsoever benefit of this present to any other person and accepts and acknowledges that Licensor has allowed Licensee to use and occupy the licensed premises only and in no manner, has granted any right interest in the licensed premises or any right to transfer or heritable right in respect of the licensed premises.
11. The Licensee shall not make or permit to do any alteration or addition to the construction or arrangements (internal or external) to the Licensed premises without previous consent in writing from the Licensor. The Licensee shall not claim any tenancy right and shall not have any right to transfer, assign, and sublet or grant any license or sub-license in respect of the Licensed Premises or any part thereof and also shall not mortgage or raise any loan against the said premises.

The Licensor shall on reasonable notice given by the Licensor to the Licensee shall have a right of access either by himself or through authorized representative to enter, view and inspect the Licensed premises at reasonable intervals.

12. The Licensee shall indemnify and keep indemnified the Licensor from and against all actions, suits, proceedings, costs, charges, expenses and other liabilities brought against, suffered or incurred by the Licensor by reason of any breach, non-performance or non observance by the Licensee or otherwise, howsoever in respect of the said premises.
13. Any notice required to be given hereunder shall deemed to have been given if sent by registered post acknowledgement due at the addressees mentioned below:

LICENSOR	LICENSEE

14. The stamp duty registration charges and other miscellaneous expenses payable regarding the Agreement shall be borne by the Licensee. Each party shall bear and pay their own respective legal advisors fees.
15. No modifications or amendments of this the Agreement and no waiver of any of the terms or conditions hereof, shall be valid or binding unless made in writing and duly executed by both Parties.
16. No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of the Agreement shall be construed as a waiver of any right under or arising out of the Agreement or acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Agreement.
17. The Courts at Kolkata shall have exclusive jurisdiction with respect to disputes arising out of or from this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE SUBSCRIBED SIGNED AND HEREUNTO SET THEIR HANDS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

LICENSOR LICENSEE

WITNESS

- 1.
- 2.