

LEAVE AND LICENCE AGREEMENT

THIS LEAVE AND LIENCE AGREEMENT is made on Day of , 20.., between:

LICENSOR : Mr./Mrs./Miss..... Age :, years, & Mr./Mrs./Miss Age :, years, through their power of attorney holder Mr./Mrs./Miss..... Age :, years, residing at Hereinafter called the "LICENSOR" (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, executes, administrators, assignees etc.) of the ONE PART END.

LICENSEE : Age : Residing at :

Hereinafter called the "LICENSEE" (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, executes, administrators, assignees etc.) of the OTHER PART.

WHEREAS the LICENSOR is the owner of property being OFFICE: # Address admeasuring approx Sq. feet consisting of room kitchen bathroom toilets etc., hereinafter called "THE PREMISES" and WHEREAS the LICENSEE have approached the LICENSOR and have requested him to grant LICENSE for use of the said premises and whereas the LICENSOR has accepted the said request, and WHEREAS the LICENSEE have agreed to take a LICENSE of the said PRIMISES from the LICENSOR for the period of 11 months upon terms and conditions hereinafter mentioned.

NOW THESE LEAVE AND LICENSE AGREEMENT WITHESED AS FOLLOWS

- 1) In consideration of a monthly license fees of Rs...../- (Rupees only) for the period of 11 months and the LICENSEE's covenants hereinafter mentioned an contained the LICENSOR hereby takes of license the premises being Flat # (address....) admeasuring approx.Sq. feet for a period of 11 months from the date of (Date)
2) The LICENSEE has agreed to pay Rs./- Rupees as security deposit for due performance of consideration of this agreement. The LICENSOR shall refund the said security deposit to the LICENSEE without interest at the time of termination of this license agreement. However the license shall be entitled to recover any amount payable under the terms of this agreement.
3) This License Agreement comes into effect from 1st day of2008 and shall be in force a period of 11 months. This LICENSE Agreement shall automatically terminated on 30th day of 2009 and the LICENSEE shall deliver the vacant possession of the aforesaid premises to the LICENSOR on the day without obstruction. Further the LICENSEE agrees to vacant and handover the said premises with vacant possession to LICENSOR with two months' notice even during the period of agreement, if so desired by the LICENSOR two month's written notice from the first day of a calendar month shall be necessary on either side for vacating the PREMISES.

- 4) All Municipal Corporation Tax, Property tax and educational cess, and applicable tax, etc., shall be paid by the LICENSEE actual and shall be paid within the time limit given by the bill, water charges and power supply bills will be paid by the LICENSEE as per its consumption and as per bills raised by the respective department. Society and building's common maintenance charges will be paid by LICENSEE regularly.
- 5) If default is made in the payment of the license fee for three consecutive months, then on each such default, it shall be lawful for the LICENSOR, in addition to or in the alternative to any other remedy that may be available to it at its discretion to eject the LICENSEE from the licensed premises.
- 6) The LICENSEE will be liable to keep the licensed premises in good state of repair and shall restore any damage as may be caused by ordinary and reasonable wear and tear.
- 7) The LICENSEE will not be entitled to make any permanent changes in the licensed premises except with the written permission of the LICENSOR.
- 8) The LICENSEE shall not assign transfer sub LICENSE or part with the possession of the licensed premises except with the prior written permission of the LICENSOR
- 9) The LICENSEE shall permit the LICENSOR or its duly authorized agent or agents to enter the premises at all convenient times for periodical inspection of the same.
- 10) The LICENSEE agrees to replace all broken fittings and fixtures by equally good or better substitutes in the agreement period.
- 11) The LICENSEE also agrees not to carry on any illegal trade or business in the licensed premises. The LICENSEE will also not be entitled to store any hazardous or banned goods in the LICENSED premises.
- 12) The LICENSEE at its cost shall keep the said premises in clean and hygienic conditions with sanitary water supply and electrical systems in working order. All day to day maintenance and minor repairs shall be done by the LICENSEE at its cost to keep the premises in clean and hygienic conditions.
- 13) That if the LICENSEE shall pay the license fee punctually and regularly and duly observe and perform the conditions and covenants, herein contained and apply in writing to the LICENSOR not less than two months prior to the expiration of the terms herein reserved for renewal of the LICENSEE.
- 14) After the expiry of the license term, the LICENSOR may grant to the license a new license of the said premises for future period of 11 months with an increase of Rs./- of the last license fee (i.e. Rs.....+Rs..... =Rs.....) Such renewals may be made for period of 11 months each during of this license. A fresh agreement may be done for the same.
- 15) That the LICENSEE also agree that if it fails to observe and perform any to the terms and conditions contained here in above, the LICENSOR will be entitled to terminate this Agreement earlier by giving two months' notice in writing to the LICENSEE.
- 16) On the expiration of license period or earlier termination of license period of license, the LICENSEE undertakes to give and deliver vacant and peaceful possession to the LICENSOR, and the LICENSOR will refund the security deposit without any interest to the LICENSOR subject however, to any lawful and reasonable deductions that may be entitled to make hereunder.
- 17) It is agreed between both the parties that if any misunderstanding or dispute arises, it should be settled as far as possible mutually across that table. However courts in VADODARA shall have the jurisdiction over this Live and License agreement.

In Witness Whereof the LICENSOR and the said LICENSEE have put their respective signature hereunder

Place : VADODARA

Date :

LICENSOR

WITNESS

Mr.

1.

LICENSEE

Mr.

2. _____

Authorized Signatory