

LEAVE AND LICENSE AGREEMENT - COMMERCIAL

THIS AGREEMENT OF LEAVE AND LICENCE made at Mumbai this _____ day of One thousand nine hundred ninety seven BETWEEN: _____ of Mumbai Indian Inhabitants, hereinafter called "the Licensors" (which expression shall unless it be repugnant to the context or meaning thereof mean and include her respective heirs executors and administrators) of the One Part .

AND

_____, a company incorporated and registered under the laws prevailing in India and having its Registered Office at _____ hereinafter called "the Licensee" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title and assigns) of the Other Part :

WHEREAS the Licensors are the sole directors of the company _____ which owns the office at _____

AND WHEREAS the Licensors are thus the absolute owners of the said office and accordingly absolutely entitled to use, occupy, possess and enjoy the said premises: AND WHEREAS the Licensee has approached the Licensors and has requested the Licensors to let out to it, the Licensee, the said premises on leave and licence basis, which the Licensors have agreed to do on certain terms and conditions mutually agreed upon by and between them : AND WHEREAS the parties hereto are desirous of recording the said terms and conditions :

NOW THIS AGREEMENT TO LEAVE AND LICENCE WITNESSETH AND IT IS HEREBY AGREED BY AND THE PARTIES HERETO as under : -

1. The Licensors shall grant unto the Licensee and the Licensee hereby accepts from the Licensors a licence to use and occupy the office premises bearing No. ____ on the ____ floor of the building known as _____ , save and except one cabin in the said premises (hereinafter called "the licensed premises") situate lying and being at _____ road) Mumbai on leave and license basis.
2. The duration of the licence hereby granted shall be for a period of two years only commencing from the date the Licensors puts the Licensee in possession of the licensed premises.
3. In consideration of the Licensors permitting the Licensee to use and occupy the licensed premises on leave and licence basis, the Licensee shall pay to the Licensors a sum of Rs. _____ /- (Rupees _____ only) per month as and by way of licence fee and/or compensation for the use and enjoyment of the licensed premises for the said period of two years. However, the Licensee shall pay to the Licensors the licence fee and/or compensation for the entire period of the licence amounting to Rs. _____ in advance simultaneously with the execution of this Agreement. The said licence fee shall be deemed to be standard licence fee or compensation payable in respect of the said premises. If the Licensee challenges the said licence fee payable in respect to the said premises as not being standard licence fee or compensation before any Court of or Forum, then and in that event, this Agreement shall come to an end and the Licensee shall forthwith quit, vacate and hand over quiet, vacant and peaceful possession of the said premises.
4. In addition to the aforesaid payment of the said sum of Rs. _____ (Rupees _____ only) per month, the Licensee shall also be bound and liable to pay directly electricity charges for the electricity consumed in the licensed premises as per the separate meter installed for the purpose.

5. The Licensee hereby covenants with the Licensors as under :

a) To pay to the Licensors the licence fee and/or compensation payable under this Agreement at the time and in the manner provided hereinabove without any deduction and without challenging the same in any court of law or forum as not being standard licence fee and/or compensation payable in respect of the licensed premises ;

b) To bear and pay electricity charges for the electricity consumed in the Licensed premises;

c) All telephone and fax and other charges are actually used by the Licensee and bills are received from MTNL, Bombay.

d) To use the licensed premises for the purpose of office purpose only and for no other purpose;

e) To keep the licensed premises in good and tenantable order and condition (reasonable wear and tear excepted) :

f) To hand over to the Licensors the possession of the said premises in the same order and condition as it was when the Licensee is put in possession of the Licensed premises but subject to what is stated hereinafter;

g) Not to hold the Licensors responsible for or liable for any loss or damage suffered by the Licensee on account of any theft, fire or other destruction caused to or in the said premises or to any property brought by the Licensee in the said premises or by any act or omission on the part of the occupants of the other premises or to their servants or agents or visitors;

h) Not to sub-let or give on leave and licence basis or on any other basis the said premises or any part portion thereof nor the Licensee permit any one to use and occupy the said premises or any part or portion thereof;

i) Not to damage in any way the walls, partition, walls, flooring and ceiling of the said premises or any of the Licensors fixtures, fittings and articles installed lying and being in the said premises and to keep the same in good order and condition (reasonable wear and tear and loss or damage by fire, accident, irresistible force or act of God excepted) ;

j) Not to paint, affix or exhibit any name, sign, symbolograph or writing or any thing upon or outside the said premises save and except that the Licensee an it shall be at liberty to put the name board or name plate of itself on the outer wall of the said premises to indicate the location and address of the Licensee;

k) The Licensee shall not carry out any work of structural alteration in or about the said premises or any portion thereof.

l) To make good to the Licensors any loss or damage that may be caused to the said premises or any other fittings, fixtures, articles or property of the Licensors therein as a result of negligence on the part of the Licensee, its servants employees agents customers visitors and/or other persons calling at the said premises in connection with the business of the Licensee or otherwise howsoever and such loss or damage shall be ascertained by the Licensors and be binding on the Licensee;

m) Not to do or permit to be done upon the said premises anything which may be or become a nuisance to the Licensors or other occupants of the said building " _____ " or any of the neighboring building ;

n) Not to bring in or to store in the said premises any combustible materials or otherwise dangerous things that may imperil the safety of the building or may increase the premium of insurance of the building or vnder void the insurance;

o) To perform and observe strictly the provisions hereof and also the provisions of law of the country for the time being and from time to time in force and also the rules and regulations any bye-laws of the society and/or the terms laid down by the builder and which may for the time being and from time to time be in force;

p) The Licensee shall be in possession of the licensed premises except one cabin and the juridical possession shall remain with the Licensors;

q) To indemnify the Licensors against any loss or damage that may be suffered as a result of breach of any of the provisions herein contained or otherwise due to any act or conduct of the Licensee its staff, employees, servants and agents to the said premises.

r) To remove itself from the said premises and all its staff and employees and all its belongings and to restore the said premises to its original condition (reasonable wear and tear and loss or damage by fire, accident, irresistible force or act of God excepted) Provided However that if the Licensee has carried out any additions and alternations to the said premises which are of a permanent or semi-permanent nature or if the Licensee has brought and installed any furniture fixtures and fittings in the said premises, the Licensee shall and at the time of the determination or earlier termination of the licence hereby granted remove the same from the said premises.

6. The Licensors hereby convenants with the Licensee as follows :-

a) To observe and perform all the terms and conditions and stipulations of all documents under which the Licensors derive title to the office premises ;

b) To permit the Licensee to use and occupy the licensed premises without any hindrance or obstruction of any nature whatsoever as long as the Licensee pays the licence fee and or compensation as hereinabove provided and observes and performs all the terms, conditions and covenants contained;

c) To permit the Licensee to install further furnitures and fixtures in the licensed premises in order to suit to its purpose ;

d) To permit the Licensee to carry out all the requisite repairs to the licensed premises provided However that the Licensee obtains the consent in writing from the Licensors and MCGB;

e) To comply with the conditions laid down by the owners and to indemnify the Licensee and keep the Licensee indemnified from and against any breach;

f) Not to create charge mortgage or encumbrance in respect of the said premises or any part of portion thereof;

g) Not to sell, transfer or assign the Licensors' ownership rights in respect of the licensed premises to any person or party so as to adversely affect the rights of the Licensee to the licensed premises and the Licensee's right to purchase the licensed premises as hereinafter provided.

h) To insure and keep insured the said premises except in case where the insurance has been taken out by the society;

7. If at any time during the said term the said premises are damaged or destroyed by fire, storm, flood, tempest, earthquake, enemies, war, riot, civil commotion or any other irresistible force, act beyond the control of the Licensee or act of God so as to make the same unfit for use, occupation as office, then in that event the Licence hereby created shall forthwith stand terminated and the Licensors shall refund to the Licensee the advance rent paid by the Licensee to the Licensors for the unexpired period of the licence.

8. On expiry or sooner determination of this Licence, the Licensee shall remove its employees and servants and all its belongings, chattels, articles and things from the said premises and shall not claim any alternate accommodation and shall hand over vacant possession of the premises to the Licensors.

9. The Licensee shall permit the Licensors and their agents at all times to enter upon the said premises in order to view, survey and examine the state and condition of the said premises.

10. It is the express intention of the parties hereto that the Agreement shall be a mere Licence, the use and occupation by the Licensee being restricted for the purpose of using the said premises on the terms and conditions contained in the licence.

11. It is hereby agreed by and between the parties hereto that in case if any of the terms and conditions herein contained shall not be observed or performed, then in that event, the Licensors shall give notice in writing to the Licensee calling upon the Licensee to rectify and/or remedy the breach and in case if the Licensee fails to remedy the breach within a period of four weeks from the date of the receipt of the notice in writing in that behalf from the Licensors, then in that event, the Licensors shall be entitled to terminate this Agreement and enter upon the licensed premises and take possession of the licensed premises. Provided Further that before taking possession of the licensed premises if the licensee remedies the breach, then in that event, the Licensors, shall not be entitled to invoke the power given under this Agreement and take possession of the licensed premises.

12. In the event of the Licensee failing to hand over to the Licensors possession of the licensed premises on the expiry or sooner determination of the licence hereby granted as hereinabove provided and continues to remain in occupation and possession of the licensed premises, then in that event, notwithstanding the right conferred upon the Licensors, the Licensors shall take such steps as may be advised to take physical possession of the licensed premises. The Licensors shall also be entitled to charge the Licensee compensation for the use and occupation of the licensed premises at the rate of Rs. _____ per day, which the Licensee agrees and undertakes to pay.

13. The Licensors hereby represent and declare that ;

- a) The Licensors are absolutely entitled to the licensed premises;
- b) The Licensors have not created any charge or encumbrance of whatsoever nature on the said licensed premises nor have they created any tenancy or leave and licence or any right in favour of any one in respect of the licensed premises nor shall they create or purport to create any such charge or encumbrance hereafter;
- c) The Licensors have not entered into any Agreement for sale of the licensed premises in favour of any person or party ;
- d) The Licensors has not committed breach of any of the rules regulations.

14. Any notice required to be given hereunder shall be sufficiently served on the Licensors, if forwarded by Registered Post A.D. to the Licensors aforementioned address and on the Licensee if forwarded by Registered Post A.D. to the Licensee's aforementioned Office in Bombay and notice sent by post as aforesaid shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED)
by the withinnamed Licensors _____)
in the presence of .. _____)

SIGNED SEALED AND DELIVERED)
by the withinnamed Licensee _____)
_____)
by the hand of its duly)
authorised representative)
MR. _____)
in the presence of .. _____)