

LEAVE AND LICENSE AGREEMENT IN RESPECT OF  
A PART OF THE PREMISES

THIS AGREEMENT is made at ... this ... day of... between Mr. A of ..... hereinafter referred to as 'the Licensor of the One Part and Mr. B of ..... hereinafter referred to as the 'Licensee' of the Other Part, as follows -

WHEREAS the Licensor is a tenant of Office premises being Room No. 2 on the ... floor in the building known as ... and standing on the piece of land bearing Survey. No... and situate at ... in the City of ...

AND WHEREAS the said premises admeasuring about ... sq. ft. and stand in the name of the Licensor as a monthly tenant in the record of the owner of the said building and the said tenancy is still valid and subsisting.

AND WHEREAS the Licensee has approached the Licensor with a request to allow the Licensee to temporarily occupy and use a portion of the said premises in the said building admeasuring about ... sq. ft. for carrying on his business, on leave and license basis for a short time.

AND WHEREAS the Licensor has agreed to grant Leave and incense to the Licensee to occupy and use a portion of the said tenanted premises and which portion Is shown on the plan hereto annexed by red boundary line and is hereinafter referred to as the Licensed Premises, on the following terms and conditions agreed to between the parties hereto.,

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS..-

1. The Licensor hereby grants Leave and License to the Licensee to occupy and use the said Licensed Premises for month to month but not exceeding an aggregate period of eleven months from the date hereof.
2. The Licensee shall pay to the Licensor a sum of Rs... per 'month as License fee or compensation to be paid in advance for each month on or before the ... day of each month.
3. All the Municipal taxes and other taxes and levies in respect of the Licensed Premises will be paid by the Licensor alone.
4. The electric charges and water charges for electric and water consumption In the said Licensed Premises will be shared and paid by the Licensee to the Licensor separately and which will bear the same proportion to the total charges payable by the Licensor which the area of the Licensed Premises bears to the total area of the tenanted premises of the Licensor.
5. The Licensed Premises will be used only for carrying on business and for no other purpose.
6. The said Licensed Premises are demarcated by a temporary partition by the Licensor and the same will not be removed by the Licensee.
7. The Licensee cart bring his own furniture for the office use but no permanent fittings will be made to the said premises.
8. The Licensee, his servants, agents and visitors will have access to the Licensed premises from the main entrance of the said tenanted premises only during office hours that is from ... a.m. to ... p.m. except during public holidays. The Licensee may be allowed to keep his office open out side

office hours or on public holidays only with the consent of the Licensor as a special case.

9. The key of the lock for the main-entrance of the tenanted premises will remain with the Licensor and the Licensor can keep the key to the lock of the licensed premises with himself with the duplicate key thereof remaining with the Licensee.
10. The Licensed Premises have normal electricity fittings and fixtures. If the Licensee desires to have any additional fittings and fixtures, the Licensee may do so at his cost and in compliance with the rules and with the previous permission of the Licensor. The Licensee shall remove such fittings and fixtures on the termination of the license failing which they shall be deemed to be the property of the Licensor.
11. The Licensed Premises are given to the Licensee on personal basis and the Licensee will not be entitled to transfer the benefit of this agreement to anybody else or will not be entitled to allow anybody else to occupy the premises or any part thereof.
12. The Licensee shall not be deemed to be in the exclusive occupation of the Licensed Premises and the Licensor will have the right to enter upon the premises at any time during working hours to inspect the premises.
13. The Licensee shall maintain the licensed premises in good condition and will not cause any damage thereto. If any damage is caused to the premises or any part thereof by the Licensee or his employees, servants or agents, the same will be made good by the Licensee at the cost of the Licensee either by rectifying the damage or by paying cash compensation as may be determined by the Licensor's Architect.

14. The Licensee shall not cause any nuisance or annoyance to the people in the neighbourhood or store any hazardous goods on the Licensed Premises.
15. If the Licensee commits a breach of any term of this agreement, then notwithstanding anything contained the Licensor will be entitled to terminate this agreement by fifteen days' prior notice to the Licensee.
16. If for any reason the tenancy of the tenanted premises in favour of the Licensor is terminated by the owner of the said premises validly or properly the License hereby granted to the Licensee shall also automatically stand terminated without any notice being required to be given to the Licensee.
17. The Licensee will not do any act of omission or commission, which will be prejudicial to the terms, and conditions of the tenancy in favour of the Licensor.
18. This License and this agreement will also stand terminated if the Licensor shall assign his business carried in the tenanted premises by him as a going concern alongwith the benefit of the tenancy rights In the said tenanted premises and in that event the Licensee will vacate the premises.
19. On the expiration of the said term or period of the License or earlier termination thereof. as aforesaid the Licensee shall hand over vacant and peaceful possession of the Licensed Premises to the Licensor in the same condition in which the premises now exist subject to normal wear and tear and by removing all his furniture and other things brought in the Licensed Premises. The Licensee's occupation of the premises after such termination will he deemed to be that of a trespasser.

IN WITNESS WHEREOF the parties hereto have put their hands the day and year first hereinabove written.

Signed by the withinnamed Licensor Mr. A, in the presence of ...

Signed by the withinnamed Licensee Mr. B, in the presence of ...