

LEAVE AND LICENCE AGREEMENT

This leave and licence agreement (to be hereinafter referred to as the “deed of agreement” for the sake of brevity) consistently with the provisions contained under the Transfer of Properties Act and Indian Contract Act is made and executed as contemplated under the Indian Registration Act on this ____ day of the month ____ year 2012 at Ahmedabad by and between the Licensor and the Licensee on the irrevocably binding terms, conditions and stipulations appearing hereafter...

- 1) The Licensor has consciously agreed and completely consented without any duress, to licence the “utilization of the Scheduled property” (to be hereinafter referred to as the Schedule property for the sake of brevity) for a limited and temporary period of 11 months and 29 days effectively commencing from _____ and ending on _____ so as to enable the Licensor to seek back the physical possession of the Scheduled property,

and subject always to regularly making the payment of “exclusive licence fees, consideration and or the rental” of Rs. _____ payable during the first week of every English calendar month by tendering either a “*Banker’s cheque*” or a “*Cross cheque*” duly signed by the Licensee favouring the Licensor,

and superadded with explicit agreement to pay independently assessed taxes under whatever name called, or prescribed under the existing rules, regulations, or the by-laws framed in this behalf either by Local Self Government, or by the State Government of Gujarat, or both,

and the Licensee shall also pay the separate monthly maintenance charges presently quantified at Rs. _____.

Thus, the Licensee shall discharge his obligation in the matter of payments towards the Licensor as tabulated hereunder:

SR NO	PARTICULARS OF THE PAYMENTS	AMOUNT IN RUPEES
1)	Monthly License fees for the utilization of the Scheduled premises	
2)	Monthly society maintenance and the management of property charges	
3)	Per annum property taxes assed to be divided equal monthly payments, if permitted by the Licensor	
4)	Total payable 1+2+3 =	

- 2) The Licensee shall keep a non-interest bearing deposit of Rs. _____ equivalent to three months licence fees, maintenance and taxes so as to “secure the Licensor to adjust and recover the legally recoverable dues and or the outstanding contracted under this leave and licence agreement. And whenever, the deposit is so set aside, the licensee is bound to re-deposit the agreed amount of deposit provided the leave and licence agreement is in existence. Alternatively,
- 3) It is, hereby agreed by and between the Licensor and Licensee to the effect that although, the Licensee is under a contractual obligation to pay the Licence fees, Building maintenance charges and the Taxes on each calendar month regularly, the failure on the part of the licensee to observe the condition, and thereby, committing a default constantly for two months, the licence to utilize the scheduled property shall stand cancelled without any notice whatsoever and the contract shall mean and interpreted as “finally concluded” exposing the licensee to vacate the premises forthwith with peaceful possession to the Licensor.

[Explanation: Nothing shall be construed to be contradictory from the contents of clauses 2 and 3 of this agreement, but the Licensor has either of the preferences as to mode of recovery, or to get the premises vacated]

- 4) There shall be a lock in period for 11months and 29 days. In the eventuality of the vacating of the premises by the Licensee before the expiry of the said license period for any reason whatsoever, than the Licensee indemnifies and undertakes to compensate the Licensor in this behalf. The Quantum of such compensation shall be the amount equivalent to the rent amount of rest of the lock-in license period of the agreement.
- 5) The Licensee shall pay the electricity consumption charge to the extent of meter reading to the Ahmedabad Electricity Company,

and no manipulation whatsoever shall be made, and if any of the misdeed is found to have been committed, the licensee shall be prosecuted for the said offence either by the Ahmedabad Electricity Company, or by the Licensor,

the Licensor is indemnified against the manipulation and no liability shall be treated to have been incurred by the Licensor under any decree or order passed by the Court or Tribunal, but made good by Licensee on demand. Wherever, the word Licensor is used in such onerous payment decree of such court or tribunal, the said word Licensor has to be read as Licensee for all purposes.

- 6) The Licensee, is hereby, granted express permission in furtherance of business to conduct all such activities legally permissible in the scheduled property.
- 7) The Licensee shall do no activities that may damage the licensed premises, or alter the structural design of the licensed premises without any prior written permission.
- 8) The Licensee is permitted to place the display board and size of which shall be separately confirmed with the Licensor. The Licensor may consent to other publicity material to be kept in the shop, or permissible outside limit.

[Proviso for removal: If any objections are raised by the Society, or any person in the neighbourhood, or the Licensor, the things and deeds done in relation to display board, sign board or other publicity material shall be removed without loss of time and failure to do so will entitle the Licensor to get it removed by whatever means employed to carry out the intention of this proviso]

- 9) Licensor has provided the non-polluting air conditioned installation place.
- 10) No nuisance, harm, danger, risk, hazard or annoyance shall be caused or exhibited to or in any way interfere with the quiet or comfort of the tenants and occupiers, if any, located in the same building and any act due to which the premises comes in any kind of disputes. Breach of this clause shall expose the Licensee to vacate the scheduled property.
- 11) This Licence to utilize the scheduled property is granted only to the person in his individual capacity, who has put his hand and signature on this leave and licence agreement, and not to any other person, persons, partners or associates.
 - (a) No further letting or sub-letting or to sub licence shall be caused or executed by the Licensee in favour of any person whosoever, he may be including any artificial person.
 - (b) If, the Licensee carries on the business under any deed of partnership, or any company, no other partners, or the directors of the company shall have any right to claim the utilization under this licence.
 - (c) Breach shall expose the licensee for vacation.

- 12) Licensors are held entitled to enter into the scheduled property without any obstruction, or interference whatsoever so as to satisfy himself about the situation prevailing, the conditions in which the scheduled property is maintained, or for any other reason to avoid any breaches or violation.
- 13) Cleanliness and hygienic condition are pre-conditioned.
- 14) Nothing shall mean, or be construed or interpreted that the said leave and licence agreement is extended or renewed, unless and until the Licensor executes and registers "fresh leave and licence" agreement and admits newly executed deed, specifically renewing or extending the licence for such utilization of property.
- 15) All such rules, regulations, byelaws, circulars, resolutions and or the notifications either issued by the Local self-Government, or other institutions, Government and the Society shall be carried out in their true letter and spirit. The Licensor shall be legitimately entitled to issue directions based on such rules, or regulations and or the byelaws.
- 16) The Licensee shall hand over peaceful and physical possession of the scheduled property immediately on initial period of vacation, or at the expiry of the period mentioned in this deed, or before or after the period determined by the Licensor, or under this agreement, or under the award of the arbitrator.
- 17) Licensee shall not be entitled to create any charge, interest, hypothecation, mortgage, lien in the said Licensed Premises and will not give custody to anybody or will not take any loan, advances by way of mortgaging, hypothecating said property to any financial institutions, bank, banks or private or public adventures and financial institutions and also not create any kind of shares, rights, proportion shares, partition, claim, charges, encumbrances lien, any kind of maintenance of livelihood of anybody upon said property and will not do any act for which said property may put in proceedings of court of law and any kind of attachment, stay order, reattachment, and or any legal or Para legal proceedings.
- 18) In case of any difference, or dispute that may arise between the Licensor and Licensee, including the question of interpretation of this leave and licence agreement, or rights and obligations, the issue shall be resolved through the sole and the named arbitrator Hemang D. Rana, Advocate, 1 Tirupati Apartment, Near Hira Baugh Railway Crossing, Ambawadi, Ahmedabad.

- 19) The award that may be passed by the sole arbitrator shall be final, binding and shall not be called in question. ("Shall be final" means final on facts based on evidence and "Shall not be called in question means shall not be questioned on facts, but subject to other provisions of the Indian Arbitration and Conciliation Act)
- 20) Arbitrator shall generally comply with statutory provisions, and act in accordance with the Arbitration and Conciliation Act. However, the Arbitrator may employ his own procedure, or a rule or that the arbitrator may contemplate, conduct and complete arbitration proceedings in accordance with what is popularly known as the "principles of natural justice", where the arbitrator shall be authorized with all such power, authority and jurisdiction to record the oral evidence, or to admit documentary evidence and finally interpret the dispute, or difference or such other clauses, or this leave and licence agreement so as to settle the rights and obligations and pass award in accordance with law.
- 21) After the award is passed, the arbitrator shall retain the original copy with him and furnish the signed Xerox copies to the parties to the dispute.
- 22) The parties to the dispute shall clear the fees, remuneration and the incidental cost and charges presented by the arbitrator. Such cost shall be equally divided by and between the parties to the disputes.
- 23) After having received the signed copies by the parties, the Licensor shall be obliged to request the arbitrator to get the award registered under the Indian Registration Act. And whenever, the arbitrator is so requested, the arbitrator shall get the registration.
- 24) The payment of stamp duty shall be borne by the Licensor and Licensee both in equal proportion.
- 25) It shall be lawful for the arbitrator to lodge the copies of the proceedings with the Civil Court of Competent jurisdiction, if he find such process to be in accordance with law, or to satisfy the court on the issue of stamp duty.

- 26) Award of the arbitrator shall be executable as if it is a decree of the court under the Code of Civil Procedure.

The parties have preferred the “signature attesting witness” to avoid any charge, or allegation, or such other criminal nature of the complaint, inquiry, investigation or proceedings.

This leave and licence is accordingly executed and registered with free consent and for a consideration, without any fraud, duress or the misrepresentation and without being influenced by any intoxicated substance by either party. Signed on this ____ day of the month _____ Year 2012 at Ahmedabad in presence of two independent and reliable witnesses.

Signature attesting witness:

Witnesses in whose presence the document is executed:
