

LEAVE AND LICENSE AGREEMENT TO A COMPANY
FOR RESIDENCE OF ITS OFFICERS

THIS AGREEMENT is made at ... this ... day of ... between Mr. A hereinafter referred to as 'the Licensor' of the One Part and M/s. ABC & Co. Ltd., a Company registered under the Companies Act, 1956 and having its registered Office at ... hereinafter referred to as the 'Licensee' of the Other Part, as follows-

WHEREAS the Licensor is the owner of a Residential Flat No... on the ... floor in the building known as ... and situate at ... bearing Survey No... which, building with the land attached thereto belongs to ... Co-operative Housing Society Ltd., and which is situate at ...

AND WHEREAS the said Flat has a carpet of... sq. ft. and has ... rooms besides toilet rooms, kitchen, and balconies. It belongs to and is in possession of the Licensor as a member of the said society.

AND WHEREAS the said Flat is at present not required by the Licensor as he has been transferred to ... by his employer.

AND WHEREAS the Licensor has agreed to grant leave and license to the Licensee for the occupation and use of the said Flat by its one or the other officer 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 Flat (hereinafter referred to as the Licensed Premises) for a period of three years from the date hereof for the residence of any

one Officer of the Licensee alongwith his family members and for no other purpose.

2. The Licensee will Intimate In writing to the Licensor the name and designation of the Officer who is allotted the said Flat and also the names of members of his family who will be occupying the said premises alongwith that officer.
3. The Licensee shall pay to the Licensor a sum of Rs... per month (calculated at the rate of Rs... per sq. ft.) as License fee or compensation to be paid in advance for each month on or before the ... day of each month.
4. All the Municipal taxes and other taxes and levies in respect of the Licensed premises will he paid by the Licensor alone.
5. The electric charges and water charges for the Licensee to the authorities concerned and the Licensor will pay electric and water consumption in the said Licensed Premises will not be responsible for the same. For the sake of convenience separate electric and water meters if possible will be provided in the said premises. The maintenance charges payable to the said Co-operative Society by the Licensor will be payable by the Licensee through the Licensor or direct to the Society but for and on behalf of the licensor. The said charges will be exclusive of the monthly compensation payable by the Licensee as aforesaid.
6. The Licensee or its Officer occupying the said premises will be allowed to use the open space No... under the stilts of the said building for parking one car only during the period of the License and no separate compensation will be payable for the same. The said parking space will be

deemed to be a part of the Licensed premises.

7. The Licensed premises will be used only for residence of the Officer of the Licensee and for no other purpose.
8. The Licensed Premises have normal electricity fittings and fixtures. The Licensee or Its officer shall not put up any additional fittings and fixtures and no other changes, by way of additions or alterations will be made to or in the said Licensed Premises.
9. The Licensed Premises are given to the Licensee on personal basis and the Licensee or its officer occupying the same 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. Nothing In this agreement shall be deemed to grant a lease or tenancy, and the Licensee agrees and undertakes that the Licensee shall take up no such contention at any time.
10. The Licensee shall not be deemed to be in the exclusive possession of the Licensed premises and the Licensor will have the right to enter upon the premises at any time during working day hours to inspect the premises. The juridical possession shall be deemed to be with the Licensor.
11. 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 its employees, servants or agents, the same will be made good by the Licensee at Its cost either by rectifying the damage or by paying cash compensation as may be determined by the Licensor's Architect.

12. The Licensee or the Officers occupying the same shall not cause any nuisance or annoyance to the people in the neighbourhood or store any hazardous goods on the premises or near about and shall not do any act which would be a breach of the bye-laws of the said society.
13. If the Licensee commits a breach of any term of this agreement then notwithstanding anything herein contained the Licensor will be entitled to terminate this agreement by fifteen days prior notice to the Licensee. Any act of commission or omission committed by the Officer of the Licensee occupying the Licensed Premises will be deemed to be an act of omission or commission of the Licensee.
14. On the expiration of the said term or period of the License or earlier termination thereof, 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. The Licensee or its Officer remaining in occupation of the premises after such termination will be deemed to be an act of trespass.
15. If the Officer of the Licensee occupying the said Licensed Premises under this agreement, ceases to be the Officer of the Licensee for any reason whatsoever, the Licensee shall take steps to immediately remove him from the said premises. As a security for the said assurance or obligation of the Licensee, as well as a security for the performance and observance of the terms and conditions of this agreement, the Licensee has deposited with the Licensor a sum of Rs... without interest. If the Licensee commits breach of any term or condition of this agreement and this agreement and the license hereby granted are terminated by the Licensor, the said deposit will stand forfeited to the Licensor. without prejudice to the other rights of the Licensor under this agreement or In law and without the

Licensee being absolved of his obligations under this agreement. If, however, this agreement is terminated without any default on the part of the Licensee, its servants and agents or by the efflux of time, the said deposit will be refunded to the Licensee on such termination forthwith.

16. This agreement will also stand terminated on the Licensee going into liquidation voluntarily or through Court.

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

Signed by the withinnamed Licensor Shri A,
in the presence of

Signed by the withinnamed Licensee M/s. ABC & Co. Ltd.
by Its Managing Director, duly authorised in that
behalf, in the presence of