

Long Form - for giving on Leave and license premises for apartments for use of a specific person of an organisation.

THIS LEAVE AND LICENSE AGREEMENT executed at on the _____ day of _____
Two Thousand:

BETWEEN : [Name/s]

(hereinafter referred to as the "LICENSORS", which expression shall, wherever the context so requires or admits, mean and include, their respective heirs, executors, administrators and assigns);

A N D : [Name/s]

(hereinafter referred to as the "LICENSEE", which expression shall, wherever the context so requires or admits, mean and include, its successors-in-title);

WITNESSES AS FOLLOWS:

I. WHEREAS the Licensors are the absolute owners of the Property bearing No.____ [Details] more fully described in the Schedule below and hereinafter referred to as the "LICENSED PREMISES";

II. WHEREAS the Licensee is in need of residential accommodation for a temporary duration to accommodate its Officer Mr._____, the Licensee has approached the Licensors to give the aforesaid premises on leave and License basis on the terms and conditions agreed herein below;

III. NOW THIS LEAVE AND LICENSE AGREEMENT WITNESSES AS FOLLOWS:

In consideration of the License fee agreed to be paid by the Licensee to the Licensors, the Licensors hereby agree to give on leave and license basis to the Licensee the use and occupation of [Details] (hereinafter referred to as the "LICENSED PREMISES") for a period of ___ months from _____, subject to the following terms and conditions:-

1) **LICENSE FEE:**

The Licensee agrees to pay to the Licensors License fee of Rs._____/= (Rupees _____ only) per month payable on or before the fifth day of each and every month;

2) **SECURITY DEPOSIT:**

2.1) The Licensee has agreed to give a sum of Rs. _____/= (Rupees only) to the Licensors as interest free refundable security deposit which is to be refunded to the Licensee on the Licensee vacating and delivering vacant possession of the Licensed Premises;

2.2) The Lensor confirms having received the said security deposit of Rs. _____/= (Rupees only) from the Licensee;

2.3) The Licensors hereby agree to refund the said security deposit to the Licensee on the Licensee vacating and delivering vacant possession of the Licensed Premises;

3) **TAXES AND CESS:**

The Lensor shall pay the taxes with regard to the Licensed Premises;

4) **ELECTRICITY/ WATER CHARGES/ MAINTENANCE CHARGES:**

The Licensee hereby agrees to pay for the electricity charges, maintenance charges and water charges of the Licensed Premises on the bill being forwarded by the Licensors to the Licensee or on the Licensee being aware of the amounts due towards the above accounts;

5) **COVENANTS BY LICENSEE:**

The Licensee hereby covenants as under:-

- (a) that it shall pay the License fee on its due dates;
- (b) that the Licensee shall pay the electricity and water charges and any failure to pay such amounts shall construe breach of this License Agreement;
- (c) that the Licensee shall not create any sub-License or part with possession of the Licensed Premises to any one else, except the person mentioned hereunder;

6) **USE OF THE LICENSED PREMISES:**

6.1) The Licensee shall use the Licensed Premises and all the fittings and fixtures therein in prudent manner and shall not cause any damage thereto, save and except wear and tear in the normal course. The Licensee agrees that in the event of there being any damage to the Licensed Premises or any of the fittings and fixtures, the same shall be replaced by the Licensee at its entire cost;

6.2) The Licensee agrees not to make any material changes, alterations, additions to the Licensed Premises or the furniture and fittings without the prior written consent of the Licensors;

6.3) The Licensee shall use the Licensed Premises for residential purposes of its officer Mr. _____,

6.4) The Licensors have this day made available to Mr. _____ one set of keys and retained the originals with them;

7) **BAR ON CREATING ANY THIRD PARTY RIGHTS AND RIGHTS ADVERSE TO THIS LICENSE:**

7.1) The Licensee will not be entitled to create any sub-License or part with possession in any manner of the Licensed Premises, save and except for the residence of Mr. _____;

7.2) The Licensee hereby agrees that the license so granted for the use of the Licensed Premises shall not in any manner be construed as tenancy for any purposes and that the Licensee agrees and undertakes that it shall not in any manner claim any rights as a tenant or tenancy rights de hors this License Agreement entered into by and between the Parties;

8) **TERMINATION:**

8.1) The Licensee agrees that on the expiry of the term of this License or earlier determination, the Licensee shall vacate the premises and the Licensor will be entitled to resume possession of the Licensed premises;

8.2) It is agreed that in the event of there being any breach of any of the terms and conditions of this Agreement or in the event of the Licensee not paying the License fee and or the maintenance charges payable on its due dates, then in that event the Licensors shall be entitled to issue notice to rectify the breach so committed within a period of 7 days, failing which this License Agreement shall stand terminated and that the Licensors shall be entitled to resume possession of the Licensed Premises without any further action;

8.3) The Licensee agrees that in the event of Mr. _____ vacating the Licensed Premises or Mr. _____ also continuing in the service of the Licensee, then in that event the Licensee shall not claim the use and occupation of the Licensed Premises irrespective whether the period of License being not over;

8.4) This Leave and License will come to an end in the event of the Licensee Company being wound up or ceasing to carry on business in India for any reason whatsoever and in such an eventuality the License

come to an end and the Licensors shall enter upon the Licensed Premises and resume full possession thereof;

9) STAMP DUTY:

The Licensors and the Licensee agree to pay the stamp duty equally for this Leave and License Agreement;

10) JURISDICTION:

This License Agreement is subject to _____ jurisdiction;

CONFIRMATION

MR. _____, the _____ of the Licensee Company, has signed and attested this Leave and License Agreement confirming that he is aware of the this License Agreement and that he shall abide by the terms hereof and on him not being in service of the Licensee Company, he shall hand over the Licensed Premises to the Licensors and return the duplicate key given to him by the Licensors;

SCHEDULE

[Details]

IN WITNESS WHEREOF, the PARTIES hereto have executed this LEAVE AND LICENSE AGREEMENT in the presence of the Witnesses attesting hereunder:

WITNESSES:

1)

1)

2)

LICENSORS

2)

LICENSEE

(_____)

[Note: Format only to be modified to suit the transaction]