

## **LEAVE AND LICENSE AGREEMENT**

THIS AGREEMENT of LEAVE & LICENSE made this \_\_ **January, 2020** between **Mr. Kundankumar Manharlal Shah**, residing (having their contact address) at: **Block No. H-207, Venus Parkland, Near Vejalpur Police Chowki, Vejalpur, Ahmedabad-380051. Contact No. 9428124205** (Hereinafter called the LICENSOR, which expression shall, unless excluded by or repugnant to the content include their heirs, successor, executors, administrators, legal representatives and assignees) of the **ONE PART AND Mrs. Mukundbala Sursinh Chavda**, (having their contact address) at: **34, Atri Society, Vejalpur, Ahmedabad-380051. Contact No. \_\_\_\_\_** (Hereinafter called the LICENSEE, which expression shall, unless excluded by or repugnant to the content include their heirs, successor, executors, administrators, legal representatives and assignees) of the **OTHER PART.**

That the Licensor hereby allow the Licensee to use the following described premises located at **Office No. 409, 315 Building, Near Vodafone House, Corporate Road, Prahladnagar, Ahmedabad**

**NOW THE DEED WITNESSETH AS FOLLOWS:**

**LICENSEE FEE:**

1. That the Licensee shall pay to the Licensor of the premises, a license fee of **Rs. 25,000/- (Rupees Twenty Five Thousand Only)** per month between **15<sup>th</sup> to 20<sup>th</sup>** day of each English Calendar Month. **One month License Fee is paid in advance.**

**2. DEPOSIT:**

That the Licensee has paid to the Licensor a non-interest bearing security deposit of **Rs. 50,000/- (Rupees Fifty Thousand Only)** which will be refunded without interest when the Licensee vacates the premises.

**3. OTHER CHARGES**

**(a) Electricity**

That the **Licensee** shall pay the Electricity charges separately which will be exclusive of the License fee.

**(b) Society's Association Common Maintenance Charges**

That the **Licensor shall pay** the Society's / Association's Common Maintenance charges towards common lighting, sweeping, water pumping, lift etc.

**(c) Local Authority Taxes:**

That the **Licensor** shall pay the Local Authority taxes like Municipal Corporation Taxes which will be inclusive of the License fee.

**4. Period**

That the Leave and License agreement is granted for a period of **11 months & 29 Days** only commencing from **15<sup>th</sup> January, 2020** and will expire **on 13<sup>th</sup> January, 2021** and the License fee stands payable that date. **If the Licensee vacate the premises before 6 (Six) months then One Month License fee will be deducted from the Deposit.**

## 5. Notice Period

**One month** notice period from either side will be sufficient to terminate this Agreement, and on such termination, the Licensee Will handover vacant and peaceful possession back to the Licensor.

## 6. Renewal Option

Licensor & Licensee shall have an option to renew this agreement for maximum of further one term of **11 months & 29 Days**. And if this agreement will be renewed, License fee will be increased by **10%**.

7. That the Licensee shall not sub-license assign or sublet any part or whole of the said premises to anybody during the license period.
8. That the Licensee shall not carry out any structural additions to the building layout, fittings or fixtures without the written consent of the Licensor.
9. That the Licensee shall not keep any hazardous items/goods etc. in the said premises which is prohibited by law.
10. That the Licensee shall not carry out any antisocial activities prohibited, under the prevalent Act of law.
11. That the Licensee shall not create any kind of nuisance/ annoyance/ Hindrance in the said premises, or it's surrounding neighborhood and Society / Association's norms, rules & regulations, which shall be binding to the Licensee and occupants.
12. That, the Licensee shall permit the Licensor/ his agent to enter upon the said premises for inspection.
13. That, the Licensee shall bear day to day repairs and maintenance to the said premises.
14. If the Licensee fails to comply with any of the terms mentioned in this agreement, Licensor shall have the right to terminate this agreement by without notice to the Licensee and the Licensee shall have to hand over the vacant and peaceful possession back to the Licensor.
15. That the said premise is let to **Mrs. Mukundbala Sursinh Chavda** for the **Commercial use** only.

16. On the expiry (unless renewed) or sooner on termination of this agreement licensee will have to vacate and remove all their furniture and other articles and things brought in or up to the said premises by the Licensee in pursuance of this Agreement and to ensure to return the said premises to the Licensor in the same state and condition as they were on the date of execution of this Agreement. Reasonable wear and tear accepted.
17. It being the express intention of both parties that this is purely a Leave and License Agreement and nothing herein contained shall constitute any tenancy or sub tenancy between the Licensor and Licensee.
18. That the original copy of this agreement will be retained by the Licensor.
19. That the licensor hereby warrants to the Licensee that he/she is the member of the said Society Association and is entitled to enter into and execute this Agreement. The Licensor further warrants that there are no outstanding payments or taxes required to be paid to the Society Association or to anybody or authority or any proceedings pending in connection with the ownership or otherwise of the said premises.
20. The Licensor shall deliver the said premises to the Licensee in all respects with the Electricity and water connection and has cleared all the dues towards electricity, Society/Association's maintenance charges, telephone bills (if any) and the local authority taxes like gram Panchayat/Municipal corporation charges with the commencement of this agreement. Failing which the Licensee shall clear such dues on behalf of the Licensor and will deduct that much from License fee payable to the Licensor.
21. That the Licensor also agree(s) that the Licensee paying the Licensee fee and (complying with the conditions contained) herein shall peacefully and quietly possess and enjoy the said premises, during the period the Agreement without interruption or disturbance by the Licensor.
22. Upon the expiry of the term and if renewed, upon expiry of renewed term or sooner on termination of this Agreement or the renewed term, the Licensee shall handover vacant possession of the said premises by removing all their belongings and physically handover the said premises to the Licensor and clear all the dues Payable as per this Agreement.
23. The terms of this Agreement shall not be altered or added to nor shall anything be omitted from this Agreement except by means of an Agreement in writing duly signed by the parties hereto.

24. Electric Meter Reading of Service No \_\_\_\_\_ at the time of taking the possession was \_\_\_\_\_.

25. Tube Light (    ), Fan (    )

IN WITNESS WHERE OF THE LICENSOR AND THE LICENSEE HAVE HERETO SET THEIR HANDS IN THE DAY AND YEAR MENTIONED ABOVE

\_\_\_\_\_  
**(Licensor)**  
**(Mr. Kundankumar M. Shah)**

\_\_\_\_\_  
**(Licensee)**  
**(Mrs. Mukundbala S. Chavda)**

\_\_\_\_\_  
**(Witness)**

\_\_\_\_\_  
**(Witness)**

**LIST OF FURNITURE & FIXTURES**

<b>Sr.</b>	<b>Items</b>	<b>Quantity</b>
(1)	Tube Light	
(2)	Fan	
(3)	A.C	
(4)	Sofa	
(5)	Tipoi	
(6)	Curtains	
(7)	Fridge	
(8)	Chair	
(9)	Table	
(10)		
(11)		
(12)		
(13)		
(14)		
(15)		
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**(Licensor)**


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**(Licensee)**