



Leave and License Agreement

This Agreement of Leave and Licence is made and entered into at Delhi on this ____ day of ____ 2007

BETWEEN

Mr. ____ S/o ____ of, residing at ____ hereinafter called the LICENSOR (Which expression unless be repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and assigns) of the ONE PART.

AND

Mr. ____ S/o ____, residing at ____, hereinafter called the LICENSEE (Which expression unless be repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and assigns) of the OTHER PART; WHEREAS the LICENSOR is the exclusive owner and is seized and possessed of the ____, admeasuring about ____ hereinafter referred to as the 'SAID FLAT' for the sake of brevity's. AND WHEREAS THE LICENSEE has approached the licensor to give the said FLAT to the licensee on leave and licence basis for a period of eleven months from ____ on terms and conditions hereinafter appearing; NOW THIS AGREEMENT WITNESSETH AS UNDER

Whereas LICENSOR wants to rent on leave and license basis the aforesaid premises to LICENSEE and LICENSEE wants to taken the aforesaid premises on leave and license basis for business purposes.

Whereas the parties are desirous to enter into an agreement for such purpose and reduce the terms and conditions to writing as follows:

NOW THIS AGREEMENT IS WITNESSETH AND IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. LICENSOR has agreed to rent on leave and license basis the aforesaid premises to LICENSEE and LICENSEE has agreed to take the aforesaid premises on leave and license basis in accordance with the terms and conditions of this agreement.
2. LICENSEE has agreed that he shall use the aforesaid premises for his business/residential/industrial/ commercial purpose only and pay to LICENSOR a sum of Rs ____ per month (Rupees ____ only per month).
3. The term of this leave and license agreement shall be for a period of 11 months from the date of this agreement. This agreement shall, be terminated on the expiry of the aforesaid period and LICENSEE shall have to vacate the aforesaid premises immediately on expiry of the aforesaid period duly handing over the premises to LICENSOR. However, this leave and license agreement may be



extended beyond the aforesaid period by mutual agreement between the parties to this agreement for a period not exceeding 11 months at a time.

4. LICENSOR has agreed that he shall bear and continue to bear all liabilities, obligations, costs and responsibilities which he bears as an owner of the aforesaid premises.
5. Notwithstanding anything contained in clause 3 above, LICENSEE has agreed that he shall vacate the aforesaid premises within one month from date of notice from LICENSOR requiring the aforesaid premises for any reason whatsoever and without assigning any reasons thereto.
6. LICENSEE has agreed that he shall have no rights or interests over and above the rights and interests of LICENSOR in the aforesaid property and that his rights as a user of premises shall, without any further act being done by any person terminate and cease absolutely on cancellation of this agreement.
7. LICENSEE has agreed to remove himself along with his total connections with the aforesaid premises and to surrender and relinquish his rights under this agreement on and after the cancellation of this agreement.
8. LICENSOR shall be entitled to deal with the aforesaid premises as owner in any manner as he deems fit on LICENSEE surrendering his aforesaid rights in accordance with the terms & conditions of this agreement.
9. The LICENSEE shall not be entitled to create any sub-License or part with possession in any manner of the Licensed Premises.
10. LICENSEE shall not do any act or omission which leads to or is likely to lead to any damage or deterioration or destruction of the aforesaid premises.
11. LICENSEE shall not carry out any major repairs or structural changes without the express permission of LICENSOR in writing, to do so.
12. Notwithstanding anything contained in the aforesaid clauses, this agreement shall terminate automatically, if any of the aforesaid terms and conditions are contravened or violated by LICENSEE.
13. If LICENSEE commits any breach of the terms of the agreement, LICENSOR shall be entitled to be compensated by him at his own cost and moreover he will be at liberty to terminate the agreement without any notice.
14. LICENSEE shall keep the said FLAT in good condition and if any damages, breakages are caused to the said FLAT, he shall make good the loss caused to LICENSOR on account of such damages and breakages.
15. This agreement constitutes the entire agreement between the parties and supersedes any oral or written agreement made earlier to the date of this agreement. Any variations/modifications to this agreement shall not have any effect unless the same is in writing and executed by both the parties.



16. If any dispute or differences arise between the parties hereto regarding the claim by one party against the other or regarding the implementation of this agreement or interpretation or meaning of any of the clauses herein, the said dispute shall be referred to the arbitral tribunal as per the following terms and condition:
- a) Each party shall appoint one arbitrator.
 - b) The arbitrator appointed by each party shall be a practicing CA and a member of ICAI
 - c) English shall be used as the language for all the arbitration proceedings and the award of Arbitration.
 - d) The Arbitration proceedings shall take place at _____, Delhi.
 - e) The Arbitral Tribunal shall enter upon the reference and decide the aforesaid matters. The Arbitral Tribunal shall make their award within three months after entering upon the reference or after having been called on to act by notice in writing from any party to the submission, or on or before any later day to which the Arbitral Tribunal by any writing signed by them may from time to time enlarge the time in making the award.
 - f) The Arbitral Tribunal shall to record the proceedings of the hearing by way of minutes and get it signed by both the parties.
 - g) The Arbitral Tribunal may proceed *ex parte* in case either party fails to appear after reasonable notice.
 - h) This agreement shall remain effective and enforceable against the legal representatives of either party in case of death.
 - i) The Arbitral Tribunal may appoint an accountant for examining the account of the party if they think necessary and the remuneration of the accountant as determined by the arbitrators shall be the costs in the reference to be paid by the parties as the arbitrators may direct in their award.
 - j) In case the Arbitral Tribunal awards that any sum is due from one party to the other, then the party to whom the said sum is awarded may apply to the court for having a decree passed in terms of the award and may realise the amount in execution of the decree from the other party.
 - k) The provisions of the Indian Arbitration and Conciliation Act, 1996, shall apply to this reference.
 - l) The parties would cooperate and lead evidence, etc. with the arbitral tribunal and if one of the parties does not cooperate or remains absent at the reference, the tribunal would be at liberty to proceed with the reference *ex-parte*.



- m) The fees of the reference to Arbitral Tribunal shall be Rs _____ which shall be inclusive of costs of all the proceedings before the tribunal and shall be borne by both the parties equally.
- n) The Arbitral Tribunal shall make their award, with reasons for the decision, within three months from the date of entering upon the reference.
- o) The award of the Arbitral Tribunal, shall be final, conclusive and binding on the parties and shall not be challenged on any ground except collusion, fraud or an error apparent on the face of the award.
- p) This reference to arbitration shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof.
- q) No action can be taken under this agreement for the enforcement of any right without resorting to arbitration under this clause.

IN WITNESS WHEREOF, the parties hereto have under set and subscribed their hands this the _____ day, of _____ 2007.

Signed and delivered the possession

- 1. LICENSOR
- 2. LICENSEE

WITNESSES:

- 1.
- 2.