

Law Department, Andhra Pradesh

Template regarding Commercial Contracts

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(9) LEAVE AND LICENSE AGREEMENT

This Agreement made at ----- this----- day of ----- between -----(hereinafter referred to as 'licensor') of one part and ----- (hereinafter referred to as 'licensee') of the other part;

Whereas, the licensor is seized and possessed of or otherwise entitled to the premises at _____(Full Address) (referred hereto as the 'licensed premises')

Whereas, the licensor has requested the licensee to allow him to use and occupy the licensed premises as licensee and the licensor has agreed to allow the licensee to use the premises as bare licensee and to occupy the same without any right, title, interest or claim in the licensed premises or to any right or interest of the licensor in the licensed premises.

And whereas, the licensor has sufficient interest, right or title in the licensed premises and to permit and allow the licensee to use and occupy the licensed premises as bare licensee in his personal capacity for use by him of the licensed premises for residential purposes.

And whereas, the licensee is desirous of and represent that, the use and occupation of the licensed premises by him, shall be in his personal right and shall be under a mere permission as licensee by the licensor and shall not amount to claim any right.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS LICENSOR AND LICENSEE HERETO AS FOLLOWS:

1. This leave and license shall commence from the date of the Agreement and shall remain effective for a period _____months/ years from this date.
2. The licensor and licensee agree that the licensee shall use and occupy the premises under the permission of the licensor and shall not have or claim any tenancy or any other right, title, interest in the premises and shall always be construed as permissive user as license only.

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3. The licensee shall deposit Rs. ----- and keep deposited the said amount as security deposit /money advance / money to be advanced for the due observance and performance of this Agreement with and to the licensor.

4. The licensee shall pay to the licensor the license fee of Rs. _____(in words rupees_____) per month/per year, during the aforesaid period of Leave and License Agreement.

5. The licensee during the subsistence of this present agreement shall pay all outgoing expenses, and charges including for repairs, electricity and water charges for electric and water consumption.

6. The licensee shall cease to use and occupy the licensed premises and hand over licensed premises without demur, protest or objection to the licensor on expiry of the above period of _____month/years, from the date of executing this present Agreement for Leave and License.

7. The licensee hereby agree and covenants with and to the licensor that the licensee under no circumstances whatsoever, transfer or assign in any manner, whatsoever benefit of this present to any other person and accepts and acknowledges that licensor has allowed licensee to use and occupy the licensed premises only and in no manner has granted any right interest in the licensed premises or any right to transfer or heritable right in respect of the licensed premises.

8. The licensee shall use and occupy the licensed premises for purpose of _____only and in no manner cause nuisance, damage, disturbance, annoyance, inconvenience or interference to the occupiers of neighboring premises.

9. The licensee shall not use the licensed premises for any illegal or immoral purpose or carry out any activity or do anything, which constitute breach of any law.

10. The licensee agrees and undertakes to the licensor to indemnify and to keep indemnified of any obligations, covenants, and conditions thereof.

11. The Licensee shall not allow anyone else to use and occupy the said premises without previous consent of the Licensor in writing.

12. All notices, communications shall be sent on following addresses –

Licensor Licensee

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13. The licensee on termination of the agreement or in case of breach of the conditions hereinabove shall hand over peaceful possession of the licensed premises to the licensor, in normal wear and tear condition.

IN WITNESS WHEREOF THE PARTIES HAVE SUBSCRIBED, SIGNED AND HEREUNTO SET THEIR HANDS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

LICENSOR LICENSEE

WITNESS

1.

2.