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**LEAVE AND LICENSE AGREEMENT**

This Agreement is made on this ....., .....

**BY AND BETWEEN**

, having its registered  
office at

(hereinafter referred to as the “**LICENSOR**” which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns)

**AND**

**M/S** ..... having its office at  
....., with PAN Number .....,  
with GST Number ..... through its ....., ..  
.. .. R/o  
....., having Aadhar Number ....., having  
Contact Number ....., having Email ID .....,  
(herein after referred to as “**LICENSEE**”, which expression shall mean and include its successors and permitted assigns.)

As the context may require, the Licensor and the Licensee shall individually be referred to as a “**PARTY**” and collectively as the “**PARTIES**” in this License Agreement.

**WHEREAS**

- A. The Licensor is the co-owner of second and third floor of the premises bearing Property No. ...., consisting of multiple offices hereinafter referred to as the “.....”, and has full and unfettered rights to let out the same on such terms and conditions as he may think fit.
- B. The Licensor is carrying on business service center at the Said Property with all basic facilities and infrastructure.
- C. The Licensee desire to take the Licensed Premises (as defined below) on License Agreement for a period of ..... months.
- D. Pursuant thereto, the Licensor has agreed to permit the Licensee to use and occupy the Licensed Premises (as defined below) on a leave and license basis, and the Licensee has agreed to take the Licensed Premises on license subject to the terms, covenants, conditions and agreements hereinafter contained.

**IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -**

- 1. **EFFECTIVE DATE**  
The License Agreement shall come into effect from ..... (“**Effective Date**”).
- 2. **LICENSED PREMISES**

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The Licensor hereby gives license unto the Licensee to hold portion of second floor of the address namely Property No \_\_\_\_\_ s its registered office address/ principal place of business/ mailing address, hereinafter referred to as “**Licensed Premises**”.

3. **PURPOSE**

- 3.1. The current line of Business of the Licensor is “.....”.
- 3.2. The Licensee agrees with Licensor not to carry on any business, which could be construed illegal, defamatory, immoral or obscene. If the Licensee changes nature of business, it must notify the Licensor in writing. Where the Licensee fails to intimate the change/ addition of line of business to its current line of business, it shall be considered material breach of contract.
- 3.3. The Licensee may use the Licensed Premises address in its Business correspondence, GST and other government registrations, websites, address for communication etc.
- 3.4. This License Agreement is non-transferrable in nature. The Licensee cannot transfer or let any third party enjoy the benefits/ entitlements of this License Agreement.
- 3.5. The Licensee shall not sublet the Licensed Premises or any part thereof to any other person/ associate in any manner what-so-ever.

4. **LEASE TERM**

- 4.1. The License Agreement hereby granted by the Licensor to the Licensee for the Licensed Premises shall come into effect from the Effective Date for a period of ..... months, effective from ..... until ..... (“**Lease Term**”).
- 4.2. There shall be a lock in period for the whole Lease Term.

5. **GRANT OF LICENSE AND LICENSE FEE**

- 5.1. The Licensee shall, in consideration of the grant of the license, pay to the Licensor usage charges of Rs. ..../- for the entire lease term, payable in advance before signing of this Lease. GST as applicable extra. (Herein after referred to as “**License Fees**”)
- 5.2. Where the Lease is renewed, the License Fee shall increase by .....% over lase paid License Fees for the next Lease Term. This license arrangement in relation to the Licensed Premises may be renewed on such terms and conditions as per the discretion of both the parties.

6. **OBLIGATION OF LICENSEE**

- 6.1. The Licensee further agrees and undertakes that it:
  - a) shall use the Licensed Premises in accordance with the Purpose as specified in this License Agreement.
  - b) The Licensee is permitted to use the Licensed Premises as their “Registered Office Address” provided Licensee bears the responsibility for compliance with all the necessary provisions of the Companies Act, 2013 such as to maintain the books of accounts etc. Any non-compliance thereof shall be the responsibility of the Licensee. The Licensor may hire (on chargeable basis) the storage space from the Licensor to maintain books of accounts and other things. The provision of storage space is in no way part of this agreement. The Storage
  - c) is also permitted to use the Office Address for obtaining GST, Bank Account and any type of government licenses. The Licensee shall bear the responsibility for compliance with all the necessary provisions of such relevant laws applicable. Any Non-compliance thereof shall be the responsibility of the Licensee. The Licensor may hire (on chargeable basis) the storage space from the Licensor to maintain books of accounts and other things. The provision of

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storage space is in no way part of this agreement. The Storage cupboard are chargeable at Rs. 500/- per cupboard per month.

- d) can't use the space for storing any type of goods. The Licensee shall not in any manner give a declaration/ an impression of the licensed premises or any part thereof being used as storage space/ godown etc. The current agreement gives only a limited entitlement to the Licensee to use the address as its registered office address/ principal place of business/ address of correspondence, and no more. Any wrong declaration/ application to any authority/ impression to any other person shall be considered as material breach of contract.
- e) understand that this License Agreement does not constitute a Lease or sublease but is only a license to use the Licensor's Licensed Premises. It is made clear that the Licensor shall always remain in actual physical control and possession of the Licensed Premises.
- f) the Licensed Premises shall be used only for office purposes and not for any unlawful or immoral purpose.
- g) shall not create any nuisance to other tenants and occupants of the Said Property.
- h) shall not engage in any illegal activity in the Licensed Premises or in or around the said building, including but not limited to drug use or illegal online activities.
- i) shall send an authorized representative to maintain, manage or show their books of accounts whenever needed. The Licensee shall be sole responsible for attending any departmental queries/ scrutiny. They shall be sole responsible to show the authorities/ department regarding their business/ continuity of business/ genuineness of business and satisfaction thereof.
- j) hereby covenant, and agree to indemnify, defend and hold harmless the Licensor, from and against any and all liability, claims. charges, expenses (including counsel fees), damages and costs on account of or by reason of any injuries, liabilities, claims. suits. or losses however occurring or damages growing out of the same, arising out of Licensee's use of the Licensed Premises.

## 7. **COURIERS/ CORRESPONDENCES/ PARCELS/ DAK/ VISITORS FACILITY**

- 7.1. Where the Licensee is not available to collect its courier serviced at the Licensed Premises, the Licensor may collect the same on its behalf. The details of the collected courier shall then email address through mail
- 7.2. The Licensee may at times request the Licensor to re-courier the same to a designated address. The charges of courier forwarding shall be borne by the Licensee.
- 7.3. The Licensor shall not be responsible of any courier loss beyond one month of the intimation to the Licensee. Also, where the communication is lost in transit by the courier partner, in that case also, the Licensor shall not be responsible in any manner what-so-ever.

## 8. **TERMINATION**

- 8.1. The Licensee understands that this License Agreement is a privilege that may be revoked at the Licensor's discretion. The Licensor shall be entitled to terminate this License Agreement with immediate effect during its entire License Agreement term in case of violation of the conditions of this License Agreement by the Licensee, including but not limited to the following reasons: -
  - (a) conduct of illegal activities, and/or objections raised by the society/authorities.
  - (b) damage to the Licensed Premises and/or Said Property by the Licensee.
  - (c) the Licensor is of the impression that the Licensee's activity is adversely affecting the Licensor's reputation or the Licensor's normal operation or where the Licensee's activities are reported to be fraudulent.

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The termination notice shall be served on the Licensee's registered mail. i.e., ..... . The said termination notice shall be final and non-challengeable.

- 8.2. This License Agreement shall expire automatically upon the completion of the Lease Term, i.e. on ....., unless terminated earlier by the Licensor/ Licensee/ in accordance with this License Agreement.
- 8.3. That immediately upon the expiry of the Term or on the earlier termination of this Agreement, the Licensee shall immediately:
- (a) cease the use of address from all forums including but not limited to ROC, GST, Banking Records, Business cards, websites, stationary, advertising material, licenses, certificates etc. with immediate effect;
  - (b) make necessary intimations/ amendments in the usage of address to the government authorities/ banks/ vendors/ private institutions and other entities where-ever such address is being used;
- , hereinafter referred to as "Termination Activities".
- 8.4. In case the Licensee fails or neglects to fulfill any of the Termination Activities, the same shall be considered as misuse/ un-authorized use of the address.
- 8.5. The Licensor reserves the right to take action against the Licensee for such illegitimate use of address without permission.
- 8.6. The Licensee shall be liable to pay to the Licensor a sum of Rs. ..../- (Rupees ..... Only) per day as damages for each day's non-compliance, in addition to paying the agreed upon monthly License Fees, hereinafter referred to as "Penal Charges".
- 8.7. It shall be lawful for the Licensor at any time thereafter to recover license fees/ usage charges beyond the lease term till the time Termination Activates are completed. The Licensor may serve legal notice for the recovery of License Fees/ usage charges as well as penal charges and sue the Licensee before the competent court.
- 8.8. Any legal cost arising out of Licensee's forceful withholding of the Licensed Premises such as Counsel fees, charges of the legal notice by the advocate, the arbitrator fees shall be borne by mutual consent.

## 9. **SALE OF LICENSED PREMISES**

- 9.1. During the pendency of this License Agreement, the Licensor may sell the Licensed Premises to anybody. This License Agreement shall continue wherein the new owner shall become the Licensor.

## 10. **NOTICES**

- 10.1. That any notice required to be served upon the Licensor or the Licensee shall be sufficiently served and given if delivered by Registered A.D. Post/courier at the following addresses: -  
The Licensor:

The Licensee:

- 10.2. The Parties may, from time to time by notice in writing to the other Parties, change their respective address for service or any of the afore-mentioned details in relation to service of notice.
- 10.3. Alternatively, the service of notice can take place by serving upon the opposite party's registered email address.

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11. **MISCELLANEOUS**

- 11.1. No agency, partnership, joint venture, or employment is created as a result of this Agreement. Further, there shall be no third-party beneficiaries to this Agreement, save as expressly provided in accordance thereof.
- 11.2. This License Agreement may be amended, supplemented or modified only by the mutual consent of the parties expressed in writing and executed in the form of Addendum to the Agreement.
- 11.3. Any provision of this License Agreement which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the validity, legality and enforceability of the remaining provisions hereof. Should any provision of such document be or become ineffective for reasons beyond the control of the Parties, the Parties shall use reasonable endeavours to agree upon a new provision which shall as nearly as possible have the same commercial effect as the ineffective provision.
- 11.4. Except as otherwise agreed between the Parties, this License Agreement constitutes the whole License Agreement between the Parties relating to the subject matter hereof and supersedes any and all prior understanding, arrangement, letter of offer, letter of intent, agreements, memorandum of understanding of whatever nature and by whatever name called, relating to such subject matter.

SAMPLE

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12. **STAMPING AND REGISTRATION**

12.1. This License Agreement shall be executed on a stamp paper of requisite value. All stamping and registration charges shall be borne by the Licensee. The Licensor shall retain the original of this License Agreement and handover to the Licensee a photocopy thereof.

The Parties to this License Agreement have signed on date mentioned above at Delhi.

**For and on behalf of the Licensor**

**For and on behalf of the Licensee**

**SAMPLE**