



महाराष्ट्र MAHARASHTRA

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जिल्हा कोषागार कार्यालय, ठाणे
14 MAR 2024
मुद्रांक प्रमुख लिपीक / लिपीक

14/03/2024

SAMPLE

LEAVE AND LICENSE AGREEMENT

This Stamp paper is integral part of Leave and License Agreement dated 28th March 2024 by and between:

[Redacted Name]

AND

MY BRANCH SERVICES PRIVATE LIMITED

My Branch Services Private Limited

Director

Director

etc

LEAVE AND LICENSE AGREEMENT

This Agreement is made at Mumbai on this 28th March 2024, between,

ShellEX Services Private Limited, a company duly incorporated under the provisions of Companies Act, 1956 having its registered office **Able Industrial Estate, Saki Vihar Road, Ground Floor, Andheri (E), Mumbai-400 072** and having Corporate Office at **T-361, 6th floor, ITC Park, Belapur Railway Station Building, Belapur, Navi Mumbai -400614**, Represented by its Director hereinafter referred to as the "**Licensor**" (which expression unless it be repugnant to the context or meaning thereof shall mean and includes its office bearer, director or directors time being in force, executors, administrators, legal representatives, authorized signatory, permitted assigns, nominees and attorneys) of the **ONE PART**;

AND

My Branch Services Private Limited, a Private Limited Company, incorporated under the companies Act, 1956, having its registered office at **Abel Industrial Estate, Saki Vihar Road, Ground Floor, Andheri (E), Mumbai - 400072** and corporate office at **T-161, 7th floor, Tower No. 10, ITC Park, CBD Belapur, Navi Mumbai 400614**, represented herein by its Authorized Signatory hereinafter called the **LICENSEE**, which expression shall unless it be repugnant to the context or meaning thereof, include their successors-in-interest and assigns, of the **SECOND PART**;

WHEREAS the Licensor are the present owners with absolute authority, right and interest in the property and thereabouts in a building situated at the premises as per schedule 1 and fully described in the schedule hereunder and hereinafter referred as to the "Licensed Premises".

WHEREAS the Licensee has approached the Licensor with a request to allow the Licensee to occupy & use a portion of said premises in the said building for carrying of his business for a **period of 4 years** on payment of monthly rent as hereinafter set out, subject to the terms and conditions set out herein.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. THAT in consideration of the rent and the terms and conditions hereinafter set forth in this Leave and License Agreement, the Licensor hereby grants to the Licensee of the premises more fully described in the Schedule hereto. This Leave and License Agreement shall mean this Agreement, and any and all understanding of the parties in writing as to amend modify or supplement this Agreement from time to time in accordance with the provisions laid herein.
2. **TERM:** The Leave and License shall be for a period of **4 years** commencing from **1st April 2024** and ending on **31th March 2028**.
3. **CONSIDERATION:**
 - i. THE Licensee agrees to pay a monthly rent of Rs. [REDACTED]/- (Rupees [REDACTED] Only) to the Licensor from the commencement of Leave

My Branch Services Private Limited

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Director

Director

and License period as provided in clause (2) above The above said monthly rent would be subject to escalation by five per cent [REDACTED] over the last paid monthly rent after every block of [REDACTED] months during the Term.

ii. The Licensor retained a sum of Rs. [REDACTED] (Rupees [REDACTED] [REDACTED] Only) as interest free deposit, which sum will be refunded in full (without any interest on security deposit) on the expiry of the Leave and License or on earlier termination thereof and surrendering of the Licensed premises or adjusted by the Licensee towards the rent payable for the last few months of the Leave and License.

iii. The monthly rent as aforesaid shall be payable on or before the 7th day of each subsequent month in advance for the month for which the rent is actually due and payable without any delay or default. If the Licensee continuously commits default in payment of monthly rent for a period of 2 consecutive month, the Licensor is entitled to terminate the Leave and License irrespective of the period fixed herein before and to call for eviction without prejudice to the Licensor's right to recover the arrears of rent as per prevailing laws from the date of the rent falling due. The Security Deposit shall be refunded forthwith by the Licensor to the Licensee without any interest at the time of the expiry of the Term or the earlier termination of this Agreement simultaneously with the handing over of the vacant physical possession of the Licensed Premises to the Licensor, after adjusting arrears of monthly rent and other charges or sum due or payable under this agreement, if any.

iv. That the Licensee shall pay all the utility charges except of Property tax, during the occupation.

v. The GST and/or all other taxes applicable to the Leave and License, rental premises shall be borne and paid by the Intended Licensee only.

vi. All the Rental receipts shall be escrowed with HDFC Bank account directly or funds to be transferred directly in to HDFC Bank account of Licensor.

4. LICENSOR'S COVENANTS:

THE Licensor covenants with the Licensee as follows:

- A. That the Licensor have not entered into agreement or transactions with any third party nor are there any pending litigations in respect thereof which would in any way affect the rights of the Licensee and keep the Licensee indemnified at all times against all the losses /damages caused to them in this regard.
- B. To ensure that the Licensee shall peacefully and quietly hold and enjoy the Licensed premises without interruption or disturbance by the Licensor or any person lawfully or otherwise claiming by or through or under them during the currency of the Leave and License period. The Licensee shall have unlimited access to the 'Licensed premises' 24 hours a day, all days of the week with full infrastructure and facilities including lifts and common area.

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Director

- C. To regularly and periodically pay or cause to be paid all existing rates, taxes, Municipal Tax assessments and other outgoings of every description, pertaining to ownership, that may during the continuance of the said term be or has become payable in respect of or charged upon the Licensed premises whether the same shall be imposed or assessed by the Government, Local Authorities or otherwise.
- D. To permit the Licensee to put up or fix their own partitions, false ceilings, fittings name board, telecom equipment, telephone instruments, pantry, etc., in the Licensed premises subject to rules and regulations of the building association, but shall not make any major structural alterations without the written consent of the Licensor. It is further agreed that the Licensor shall not be liable for any damages caused by fire or other accidents to the air-conditioning system and wooden partitions or other properties belonging to the Licensee kept in the Licensed premises (except for the negligence or wilful default in providing the maintenance services that were the because of such fire or accident). The Licensee shall be entitled to remove and take away such partitions, false ceiling, etc., upon termination /expiry of the Leave and License.
- E. The Licensor shall return to the Licensee the interest free refundable deposit including all pending bills pertains to electricity and telephone (if any), after adjusting the same against the unpaid rental for the notice period, within one month from the date of handing over of vacant premises to the Licensor.
- F. The Licensor shall obtain NOC/ permission/approvals from respective authorities to License this property to Licensee at its own cost.

5. LICENSEE'S COVENANTS:

The Licensee further covenants with the Licensors as follows:

- A. To pay the monthly rent as aforesaid on **7th day of the month** in advance without fail as per clause 4 above.
- B. The Licensee shall have the right to sublet the premises and Licensor shall not object the same.
- C. Not to carry on any activity which are against law / government and which are opposed to public policy.
- D. The Licensee shall permit the Licensor and its authorized agent's at all reasonable times of the day to enter upon the Licensed Premises for inspecting the state or condition thereof.
- E. The Licensee shall abide by and comply with all the byelaws including the rules and conditions of the local authorities and all other orders, directions and notifications issued by any authorities or by any other local body or government or Attorney in so far as they are required to be observed by the Licensee.

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Director

Director

- F. The Licensee shall not do any act, deed or thing in violation of Rules and Regulations of the concerned authorities and the Leave and License agreement in respect of the land on which the Licensed Premises has been constructed.
- G. Taxes such as Goods and Service Tax and other taxes as applicable on Licensee by law shall be borne by the Licensee.

6. ADDITIONAL COVENANTS OF THE PARTIES:

- A. The Licensee is permitted to use the Licensed premises for commercial purposes relating to the nature of their business only. The Licensor assures the Licensee that necessary approvals for the same have been procured from the respective government authorities. The Licensor shall furnish Licensee copies of the same upon request. The Licensor shall keep the Licensee indemnified at all times from and against any losses / damages caused to the Licensee as a result of any action by any Authority for lack of necessary approvals for the Scheduled building.
- B. The Licensee shall hand over vacant possession of the Licensed premises on termination /expiry of the Leave and License and upon the return of the security deposit after deduction of necessary dues in the condition in which it was Licensed, reasonable wear and tear accepted.
- C. The Licensed premises has been constructed in accordance with the sanctioned plan of the appropriate authority, without any deviation whatsoever and the Licensors hereby keep the Licensee indemnified at all times from and against any losses damages caused to the Licensee as a result of any action by local Municipal Development Authority for plan violation / deviation.
- D. The Licensee shall enjoy all the tenancy rights described under this Agreement in spite of change in the ownership of the Licensed premises for which the Licensor has to get the consent from the proposed purchaser in writing for continuation of the LEAVE AND LICENSE for the remaining period at the option of the Licensee.
- E. The repair and maintenance of the Licensed premises shall be carried out by the Licensee at its own cost. The Fit outs and other modifications to make the office in working condition to be incurred by Licensor.

7. TERMINATION:

- i. The Licensor accepts that the Licensee and Licensor shall have a right to terminate this Leave and License at any time during its currency by serving a **written notice of** [REDACTED] [REDACTED] in writing on the Licensor with prior approval from NKGSB Bank.
- ii. If the Licensed premises is destroyed or damaged or is found to be unfit for Occupation by the Licensee, the Licensee shall be entitled to automatic termination of the Leave and License Agreement, and the security deposit lying in the hands of the Licensor shall be immediately returned to the Licensee.

My Branch Services Private Limited

Director

Director

8. NOTICE:

The Licensor and Licensee hereby further covenant that any service of notice or written communication shall be made to the address mentioned hereinabove in this Instrument of Leave and License; unless and otherwise change of address is communicated in writing, any service of notice to the said address shall be construed to be valid and proper service.

9. DISPUTE RESOLUTION:

In the event of any dispute or difference between the parties hereto upon or in relation to or in connection with this Agreement, such dispute or difference shall be resolved amicably by mutual consultation by either Parties, if such resolution is not possible.

10. ASSIGNMENT:

The Licensee shall have the right to sub License/sub-let or assign/share the premises under this Agreement or part thereof to any other party or its business associates, employees, consultants, Group companies, branch office, guests, customer, visitors etc. at its own discretion and shall have right to enter into Agreement/sub-License Agreement/ assignments/ deed/ contract with such other party as may deem fit from time to time during subsistence of this Agreement. The Licensee shall have the right to use the office as their own office space and shall have the right to obtain all necessary registrations including but not limited to shop and establishment certificate, PF, ESI, PT etc.

11. NO WAIVER AND VARIATION:

The failure of a Party to insist in one or more instances upon the strict performance of any of the provisions of this Leave and License Agreement or to take advantage of any of its rights hereunder shall not be construed as waiver of any such provisions or relinquishment of any such rights but the same shall continue in full force and effect. No variation, waiver, amendment or modification of any of the terms of this Leave and License Agreement shall be valid unless in writing and signed by both parties.

12. ESCALATION:

The Licensee has agreed to increase the rent compensation by after completion of Twelve months during the subsistence of term mentioned in clause 3 (i).

13. STAMP DUTY/ REGISTRATION CHARGES AND LEGAL CHARGES:

All stamp duty, registration charges and advocate fees in respect of this Agreement shall be borne equally by the both the parties.

14. SUCCESSORS AND PERMITTED ASSIGNS:

Each provision of this Agreement shall extend to, bind and inure to the benefit of Licensor and Licensee and their respective legal representatives, successors and permitted assigns, and all references herein to Licensor and Licensee shall be deemed to include all such Parties.

15. JURISDICTION:

This agreement shall be subjected to the exclusive jurisdiction of courts and governed & construed in accordance with the laws of India; any dispute arising between the Parties is subject to jurisdiction of Court of Mumbai.

My Branch Services Private Limited

Director

Director

SCHEDULE OF PREMISES –SCHEDULE 1

The premises situated at Commercial Gala no.1, adm about [REDACTED] Sq. Ft. and shed of [REDACTED] Sq. Ft built up area in the building known as Shah Building, Able Industrial Estate, Saki Vihar Road, Saki Naka, Andheri East, Mumbai - 400072.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT & AFFIXED THEIR RESPECTIVE SEALS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN

SIGNED SEALED & DELIVERED

In the Presence of witness

1.
2.

SIGNED SEALED & DELIVERED

In the presence of witness

1.
2.

SAMPLE

Receipt

RECEIVED this day and the year first written herein above, a sum of Rs. [REDACTED]/- (Rupees [REDACTED] Only) by Cheque No. _____ dated _____ drawn on _____ Bank Ltd., being the Refundable Security Deposit payable by the LICENSEE to the LICENSOR hereunder in terms of the Leave and Licence Agreement dated _____.

I say received,

Director

SAMPLE

Annexure 1

Sr. No.	Particulars	Remark
1	Execution Date	28 th March 2024
2	Party of the First Part (Licensor)	having its registered office at Shah Industrial Estate, Saki Vihar Road, Ground Floor, Andheri (E), Mumbai-400 072 and having Corporate Office at T-361, 6th floor, ITC Park, Belapur Railway Station Building, Belapur, Navi Mumbai -400614
3	Party of the Second Part (Licensee)	My Branch Services Private Limited, having its office at T-161, 7th floor, Tower No. 10, ITC Park, CBD Belapur, Navi Mumbai 400614
3	Type of Licensor (individual/HUF/ partnership firm/company/other)	Corporate
4	Type of Licensee (individual/HUF/ partnership firm/company/other)	Corporate
5	Licensed Premises (complete address)	Commercial Gala no.1, adm about █████ Sq. Ft. and shed of █████ Sq. Ft built up area in the building known as Shah Building, Shah Industrial Estate, Saki Vihar Road, Saki Naka, Andheri East, Mumbai - 400072
7	Leave and License Period	4 year
8	Commencement date of Leave and License	1 st April 2024
9	Monthly Leave and License Fee	Rs. █████/-Plus GST
	Monthly Maintenance	On actuals
10	Escalation Matrix	█% P.A after completion of █ Month
11	Refundable Security Deposit	Rs. █████/-
12	Notice Period for termination of agreement:	█ Month
13	Licensor Signatory (Name and Designation)	
14	Licensee Signatory (Name and Designation)	
15	Taxes	GST Extra

My Branch Services Private Limited



Director

Director