**ANNEXURE - III**

**Sample copy**

**LEAVE & LICENSE AGREEMENT**

This Leave & License Agreement made at Mumbai on this \_\_\_\_\_\_\_ day of \_\_\_\_, 201\_\_ by and between National Bicycle Corporation of India Ltd., a Company incorporated and registered under the Companies Act, 1956 and having its registered office at 250, Worli P.O.Prabhadevi, Mumbai – 400 030, hereinafter referred to as the “**LICENSOR**” of the One Part AND M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Company incorporated and registered under the Companies Act, 1956 and having its office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as the “**LICENSEE**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the Other Part:

WHEREAS the LICENSOR is sole and absolute owner of or otherwise well and sufficiently entitled to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Building situated at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and standing on the property more particularly described in the First Schedule hereunder written hereinafter referred to as “**THE SAID PREMISES**”.

WHEREAS the LICENSEE has confirmed that its paid-up capital is more than Rs one Crore and same will not be reduced to less than Rs one Crore during the term of this agreement. This agreement shall stand terminated automatically in case of paid-up capital of LICENSEE reduced from Rs One Crore any time during the term of this agreement.

AND WHEREAS the LICENSOR on the specific request and undertaking of the LICENSEE to vacate THE SAID premises definitely on the expiry of the period of two years has agreed to let unto the LICENSEE and LICENSEE has agreed to take on License. THE SAID premises admeasuring built up area of \_\_\_\_\_\_\_ square feet or thereabouts of THE SAID premises at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Building more particularly described in the second schedule hereunder written and here in after referred to as “**THE SAID PREMISES**” and delineated in the plan thereof hereto annexed and thereon surrounded by red colour boundary line for a period of Two years effective from \_\_\_\_\_\_\_\_\_\_\_to\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on payment of the License fee reserved hereby and on terms and conditions agreed upon by and between the parties hereto and in the manner hereafter appearing.

NOW THIS LEAVE & LICENSE AGREEMENT WITNESSETH AND IT IS HERE BY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. In consideration of the License fee hereinafter reserved and of the covenants and conditions here in after contained and on the part of the LICENSEE to be paid, observed and performed, the LICENSOR DOTH hereby demise unto the LICENSEE, all that THE SAID PREMISES admeasuring built up area of \_\_\_\_\_\_\_\_ square feet and more particularly described in the Second Schedule hereunder written situated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and standing on the property bearing CTS No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of \_\_\_\_\_\_\_\_ Division of \_\_\_\_\_\_\_\_\_\_\_\_ District \_\_\_\_\_\_\_\_\_\_ City and more particularly described in the First Schedule here under written TO HOLD the same unto the LICENSEE and its successors and assigns for a term of Five years commencing from\_\_\_\_\_\_\_\_\_\_\_ and ending on \_\_\_\_\_\_\_\_\_\_, and yielding and paying therefore during the said term, the monthly License fee as follows:
2. The monthly License fee of Rs. \_\_\_\_\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) @ Rs \_\_\_\_\_ per square foot per month on built up area, subject to Tax Deduction at Source as applicable. No TDS will be deducted if TDS exemption certificate is submitted by the LICENSOR.
3. The monthly Service Charges @ 10% of the prevailing monthly License fee towards common pathways, sewerage, drainage, overall security arrangement for protection of THE SAID PREMISES.
4. The monthly fee and corresponding service charges will be increased by 10% every year on the prevailing monthly fee.
5. Service tax as applicable on the date of monthly bill will be charged on License Fee and Service Charges.
6. All applicable municipal taxes, property tax, service tax, and other government levies, cess, etc. levied by the authorities currently or in future for the period of the License for THE SAID space, will be borne by the LICENSEE or reimbursed by the LICENSEE to LICENSOR if such levies/taxes/duties/cess have been paid by the LICENSOR.
7. The LICENSEE shall bear and pay all costs, charges and expenses and professional charges of and incidental to the preparation, execution and completion of this LEAVE & LICENSE AGREEMENT in duplicate thereof including stamp duty and registration charges.
8. The monthly fee mentioned above is free and clear of all deductions and payable in advance on or before the 10th day of each and every calendar month during the whole said term thru RTGS/NEFT in LICENSOR’ Bank account as advised by the LICENSOR. In case of delay in payment, interest @ 18% per annum will be charged from the due date till payment is made.
9. The LICENSOR for itself and its successors and assigns and to the intent that the obligations herein contained shall continue throughout the term hereby granted agrees, covenants and undertakes with the LICENSEE as follow:-
10. The LICENSOR has handed over and put the LICENSEE into quite, vacant and peaceful possession of THE SAID premises “AS IS AND WHERE IS BASIS” for putting up its office w.e.f. \_\_\_\_\_\_\_\_\_\_\_\_. The LICENSEE is permitted to use the facilities/structures in THE SAID premises on "AS IS AND WHERE IS" basis.
11. The LICENSEE is permitted to carry out necessary repair work in THE SAID PREMISES, its walls, roofs, etc. without carrying out any structural changes in the steel beams/girders or any change in the height of THE SAID premises. The LICENSEE can also carry out work modifying and/or constructing the interior of THE SAID premises as per their need and requirement.
12. In addition to the License fee reserved hereby, the LICENSOR confirms that the LICENSEE has deposited with the LICENSOR an interest free deposit of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_equivalent to six months License fee amount calculated at the rate of Rs. \_\_\_\_\_\_\_\_\_per month and an interest free deposit of Rs. \_\_\_\_\_\_\_\_\_\_equivalent to six months service charges amount calculated at the rate of Rs.\_\_\_\_\_\_\_\_\_ per month. The said amount of deposits shall be refunded by LICENSOR after expiry of the period of License or determination of License, whichever is earlier, after adjusting all the pending dues, outstanding, fee towards damages and/or making THE SAID PREMISES to its original condition, etc. herein contained;
13. The LICENSOR agrees to and permits and allows the LICENSEE to provide or install furniture, fixtures, fittings, cabins, Air conditioners and office within THE SAID office;
14. The LICENSOR agrees to allow the LICENSEE to use THE SAID PREMISES for setting up its office/commercial/warehouse only;
15. The LICENSOR covenants and undertakes that on the LICENSEE paying the monthly fee amount on the due dates thereof and in the manner aforesaid and observing and performing the covenants, conditions and stipulations herein contained and on its part to be observed and performed, the LICENSEE shall peacefully and quietly possess, occupy and enjoy THE SAID premises during the term hereby granted without eviction, interruption, disturbance, claim or demand whatsoever by the LICENSOR, its successor and assigns, any person or persons lawfully or equitably claiming by, from or in trust for it;
16. The LICENSEE for itself and its successors and assigns and to the intent that the obligations herein contained shall continue throughout the term hereby granted, agrees, covenants and undertakes with the LICENSOR as follows:
17. To pay the License fee and service charges amount hereby reserved on the days and in the manner aforesaid clear of all deductions;
18. To bear and pay to the LICENSOR proportionate share of the aggregate amount of rates, taxes, assessment cess or duties payable in respect of THE SAID PREMISES more particularly described in the Second Schedule hereunder written and payable to the Municipal Corporation and the Government and any other local body or authority as and when they become due and payable and on demand made by the LICENSOR forthwith and such amount will be deemed to form part of the fee payable by the LICENSEE for all purposes;
19. To keep THE SAID PREMISES in good and tenantable repairs and not to do or omit to do anything which would cause nuisance to the LICENSOR or other LICENSEEs;
20. Not to carry out any structural additions or alternations of THE SAID PREMISES, inside or outside, without the written consent of the LICENSOR;
21. To use THE SAID PREMISES for setting up office/commercial/warehouse only.
22. Not to sublet or assign THE SAID PREMISES or any part thereof during the term of the Leave & License;
23. Not to object to the LICENSOR carrying out any structural alterations or additions to THE SAID PREMISES and which will not affect or jeopardize the rights as well as daily business activities of the LICENSEE under these presents;
24. The LICENSEE agrees to either arrange his own electricity connection and make direct payment to the electricity supply company or to pay the electricity charges for consumption of electricity energy in THE SAID PREMISES as per the meter reading for monthly units consumed at the per unit rate calculated based on proportionate unit rate of total bills so received from the Tata Power Co. Ltd. or such other authority. Maintenance charges @10% of electricity bill will be charged towards M&R expenses incurred for maintenance of Power House, plant and machinery used in the Power House and loss of notional rental of Power House area by the LICENSOR. The LICENSEE will have to arrange for their own Electrical Energy Meter. In case, sub-meter is provided by the LICENSOR, the actual cost of meter and installation charges will be reimbursed by the LICENSEE;
25. The LICENSEE shall be responsible to take all prior approvals from Appropriate authorities before start of activities as per law of the land and LICENSOR in no way shall be held responsible for any delay in start of activities by LICENSEE for any reason whatsoever and hence shall not cause any delay in respect of regular payments of monthly fee within the meaning of this Leave & License agreement to LICENSOR;
26. It shall be the responsibility of the LICENSEE to appoint their employees or its nominee or to appoint Contractors and for housekeeping in THE SAID PREMISES and to obtain necessary permissions for the same. The LINCENSEE has to engage their own security personnel and issue photo identity card to their employees/workmen. The security arrangement of LINCENSEE will also be governed by the overall security guidelines/instructions of the LINCENSOR;
27. The LICENSEE shall follow all safety norms for its workers, employees, customers, etc. LICENSOR will not be responsible for any theft, mishap or accident happened to LICENSEE's workers, employees, customers, motor vehicles, equipments, machines, etc. within/outside THE SAID PREMISES and within THE SAID PREMISES.
28. The LICENSEE shall not do anything which is not permissible or is prohibited under law or is in contravention of bye-laws, rules and regulations of Brihan Mumbai Municipal Corporation, or any orders of Central/State Government/s or local authorities. The LICENSEE shall not store any narcotic such as liquor, bhang, RDX, crackers or any type of fire arms etc. which are prohibited by any laws of the government and the LICENSEE shall not allow any people or immoral reputation or allow any immoral reputation or allow any immoral business in the premises.
29. The LICENSEE shall not store any inflammable material in the premises without taking approval from the fire department and Explosives Department. In case of any such storage, appropriate insurance against fire and explosion will be taken by the LICENSEE.
30. Water charges will be paid by the LICENSEE as per actual consumption or proportionate charges of total bill whichever is higher. The LICENSEE shall make its own arrangement for water for the purpose of Industrial/Engineering/Premises activities;
31. Electricity charges, Water charges and Municipal Tax will have to pay by the LICENSEE within 7 days of bill raised by the LICENSOR. In case of delay in payment, interest @ 18% per annum will be charged from the due date till payment is made.
32. And it is further agreed by and between the parties hereto as follows:
33. The LICENSEE, its directors, officers, employees, staff, servants, agents, visitors and guests will have full access from and to THE SAID PREMISES over the entrance and passage leading to THE SAID PREMISES as well;
34. The LICENSEE shall have full and real right to the amenities of having full and uninterrupted water, sewerage, drainage and other facilities;
35. The LICENSOR or its servants and agents will also have right to enter upon THE SAID PREMISES for carrying out any work of repairs, additions or alterations to THE SAID PREMISES to the connections for the amenities aforesaid by issuing notice thereof to the LICENSEE well in advance and the LICENSEE shall not object to the same;
36. A regular insurance policy covering the fire, theft and accidental risk for THE SAID PREMISES as well as motor cars, machines and equipments will be drawn up by the LICENSEE. The LICENSOR will not be responsible for any theft, mishap or accident happened within THE SAID PREMISES.
37. IT IS HEREBY AGREED AND DECLEARED that if the LICENSEE shall have duly performed and observed the covenants and conditions on the part of the LICENSEE here in after contained in the present Leave & License Agreement and shall at the end of the said term of the Five years hereby granted, is desirous of renewing the said License for a further period of Five years, the LICENSEE shall give one month prior notice in writing to the LICENSOR of such desire before the expiry of the term hereby granted, if LICENSEE desires to renew the same. In such case, License may be renewed at the sole discretion of LICENSOR for a period of Two years on mutually agreed terms and conditions and a fresh Leave & License Agreement will have to be registered.
38. IT IS HEREBY AGREED AND DECLEARED that the LICENSEE hereby agrees to vacate and hand over THE SAID PREMISES on termination of this agreement. If LICENSEE fails to vacate and hand over THE SAID PREMISES to the LICENSOR on expiry of this agreement, LICENSEE agrees to pay penalty at the rate of Two times of the last prevailing fee per month in addition to the monthly fee payable to the LICENSOR. This payment/penalty however, does not absolve the LICENSEE of its obligation to vacate THE SAID PREMISES promptly on the termination or expiry of the License.
39. And it is hereby agreed mutually as follows :
40. Termination: This Leave & License Agreement may be terminated only in accordance with the following:
    * 1. If the said monthly License fee and service charges amount reserve or any part thereof shall at any time be unpaid for One month after becoming payable or if any covenant on the LICENSEE’s part herein contained shall not be performed or observed, in such case, it shall be lawful for the LICENSOR at any time thereafter to re-enter upon THE SAID PREMISES and take possession of THE SAID PREMISES. Upon such action by the LICENSOR the License will automatically deemed to have been determined, but without prejudice to any claim or right of either party against the other in respect of any breach of any covenant herein contained. But however, the LICENSOR shall before such re-entry give the LICENSEE a notice of 30 days to make up such default and if the LICENSEE so makes up such a default it shall be presumed that there existed no such lapse and/or such default or breach shall be deemed to have been ignored or waived. If however, the LICENSEE does not comply with or take action in accordance with such notice or otherwise satisfied, the LICENSOR shall have the right to determine the Leave & License by giving One month notice as hereinbefore contemplated.
      2. Either party hereto may terminate this Leave & License Agreement for cause if the other party hereto becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors.
      3. Either party hereto may terminate this Leave & License Agreement if the other part breaches any express material term or condition of this Leave & License Agreement and fails to cure that breach within Thirty (30) days after receiving written notice of the breach. The terminating party shall have all rights and remedies available at law as well as any other rights and remedies set forth in this Leave & License Agreement.
      4. LICENSEE shall hereto have right to terminate this Leave & License Agreement without assigning any reason whatsoever by providing a clear written notice of six months to the other, upon which event, the License shall deemed to have been determined.
      5. LICENSOR shall hereto have right to terminate this Leave & License Agreement without assigning any reason whatsoever by providing a clear written notice of six months to the other, only after two years from the date of this agreement, upon which event, the License shall deemed to have been determined.
      6. In the event of termination of this Agreement by any of the parties in the manner mentioned herein the said Security Deposit shall adjusted towards license fees during the said notice period i.e. 6 (six) months’ notice period.
      7. Unless terminated earlier in accordance with the provisions of this clause 5.a, this Leave & License Agreement shall terminate on expiry of the License period as mentioned in clause 1.
      8. Licensor will have absolute right to stop entry/exit of vehicles, employees, staff, Furniture & fixtures, other belongings of LICENSEE as well discontinue electricity/water supply in case of non-payment of License Fee, Service Charges, Electricity/Water Charges, Municipal Taxes, etc. within the due dates by the LICENSEE.
41. During the tenure of the License, in case there is restructuring of LICENSOR, causing change in ownership or Management control of the LICENSOR pursuant to Govt. of India/BIFR/AAIFR/Court directives, the decision of the Govt. of India/BIFR/AAIFR/Court regarding the ownership/Management control of the LICENSOR will be abided by LICENSOR and LICENSEE.
42. Any notice, intimation or demand required to be given or made by the LICENSOR on the LICENSEE under this Leave & License Agreement shall be deemed to the duly and properly given or made if given by a representative duly authorized by the LICENSOR in that behalf and shall deemed to be duly served if addressed to the LICENSEE and delivered or affixed at THE SAID PREMISES or at the address of the PREMISES of the LICENSEE as hereinabove and any notice to be given to the LICENSOR will be sufficiently served if addressed to the LICENSOR and delivered at his PREMISES.
43. The LICENSEE will be allowed to park its one vehicle in the common parking available in THE SAID PREMISES of the LICENSOR. The LICENSEE requiring any exclusive parking subject to availability, will be charged at the same rate of the monthly License fee and service charges.
44. It is expressly agreed that the LICENSOR shall be deemed to have the ultimate control and full control over the possession of THE SAID PREMISES and the LICENSEE shall not claim any right by way of sub-tenancy or any other right in any manner whatsoever in THE SAID PREMISES.
45. It is also agreed that the LICENSEE is occupying THE SAID PREMISES for temporary period of Leave and License basis and it does not create any right, title and interest in THE SAID PREMISES by way of sub-tenancy or tenancy or otherwise. The License hereby granted to the LICENSEE is a revocable and nontransferable one, which is terminated on the expiry of Five Years as stated hereinabove or earlier, subject to the terms and conditions as laid down in this agreement.
46. This Leave &License Agreement and the use of the licensed PREMISES hereby allowed is and shall always be construed as per and governed by the provisions of the Maharashtra Rent Control Act, 1999, (MAHARASHTRA ACT NO. 18 OF 2000) as amended upto date and this Agreement shall be conclusive evidence of the facts mentioned herein. The LICENSEE shall not be entitled to challenge the jurisdiction of the Competent Authority constituted under the aforesaid Act in any manner whatsoever. The LICENSEE hereby confirms that they are not entitled to protection under any of the provisions of the Act and agree and undertake not to claim any protection there under (notwithstanding any new law change in law or judgment, decree or order of any court).
47. The LICENSEE hereby admits and acknowledges that it is the express intention of the parties to this agreement that the relationship of the landlord and tenant shall not be deemed to be created hereby or otherwise between them under any circumstances whatsoever. This agreement merely confirms bare permission of Leave and License and does not create any interest into or upon THE PREMISES or any part thereof in favour of the LICENSEE. It is not intended by this Agreement to create any Leave & License/s or any part thereof in favour of the LICENSEE. It is not intended by this Agreement to create any Leave & License sub-Leave & License or any other Rights, Titles and Interests into or upon THE SAID PREMISES in favour of the LICENSEE and the LICENSEE hereby agrees that under no circumstances the LICENSEE shall claim any right to tenancy, sub-tenancy or any other right to any nature into or upon THE SAID PREMISES.
48. Force Majeure: Neither party shall be responsible for failure or omission to fulfill, observe or carry out any of the terms, provisions or conditions of this Leave & License Agreement, if fulfillment is delayed, hindered or prevented by any circumstances whatsoever which are not within immediate control of the party effected thereby and it shall not give rise to any claim by either party hereto against the other or be deemed to be a breach of this Leave & License Agreement, if the same shall be caused by or arise out of war, hostilities, riots, acts of the public enemy or of belligerents, sabotage, blockage, revolution, insurrections, requisition, confiscation, embargoes, whether imposed by law, decree or regulation or at the instance or request of any Governmental Authority or perse purporting to act therefore; interference by or restriction of whether legal or defacto and whether purporting to act under some constitution, decree, law or otherwise act of God, fire, frost or ice, earthquake, storm, lightning, tide, tidal wave or perils of the sea, or navigation, epidemic quarantine, strikes or combination or other acts of workmen, lockouts, or other labour disturbances, explosion, accidents by fire or otherwise to THE SAID PREMISES, any event, matter or thing wherever occurring and whether or not of the same class or kind as those above set forth, which shall not be reasonably within the control of the party affected thereby. In the event of any of the foregoing circumstances arising, the LICENSOR shall be at liberty to withhold, reduce or suspend all or any operation or activity in THE SAID PREMISES here under to such extent as the LICENSOR in its discretion may think fit.
49. It is hereby agreed between the parties that any suit or other proceeding concerning any matter arising under this Leave & License Agreement shall be filed in the Courts in Mumbai which Courts alone shall have jurisdiction to entertain and try the suit or proceeding.
50. The license granted by the LICENSOR to the LICENSEE is for permissive occupation and use of THE SAID PREMISES, and all terms and conditions of this Agreement agreed upon between the Parties have been truly, fully and completely set out herein. Neither Party shall set up or plead any oral or collateral agreement or arrangement between the parties hereto, varying the terms hereof. This Agreement maybe amended, varied or modified with the mutual consent of the Parties and no such amendment, variation or modification shall be valid unless reduced to writing and signed by or on behalf of the Parties.

IN WITNESS WHEREOF the parties have put their hands the day and year first hereunder written.

THE FIRST SCHEDULE ABOVE REFERRD TO:

**(THE SAID PREMISES)**

All these piece and parcel of land and ground at bearing CTS No. \_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_Division within registration District of \_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_ City, situate lying at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ bearing Street No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Road and assessed under No. \_\_\_\_\_\_\_\_\_ Ward "\_\_".

THE SECOND SCHEDULE ABOVE REFERRED TO:

**(THE SAID PREMISES)**

All that said PREMISES admeasuring built up area of \_\_\_\_\_\_\_\_\_ square feet or thereabouts at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of property more particularly described in the First Schedule above.

EXECUTED AND DELIVERED

By the within named LICENSOR,

National Bicycle Corporation of India Ltd.

Through its Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the presence of:

1.

2.

EXECUTED AND DELIVERED

By the within named LICENSEE,

Through its\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the presence of:

1.

2.