**Licence For Office Premises**

This Deed of Licence is Made Between

M/s \_\_\_\_\_\_\_\_\_\_\_, a Company incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_, hereinafter called "the Licensor" (which expression shall unless contrary to the context, include its heirs and assigns) of the One Part;

And

M/s \_\_\_\_\_\_\_\_\_a Company incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_, hereinafter called "the Licensee" (which expression shall unless contrary to the context, include its heirs and assigns) of the Other Part.

Whereas the Licensor has constructed several offices at \_\_\_\_\_\_\_\_ on the plot of land measuring \_\_\_\_\_\_\_ sq. metres leased out to the Licensor by the Simla Development Authority under everlasting lease deed dated the \_\_ day of \_\_\_\_\_, registered with the Sub Registrar of Deeds and running from page \_\_\_ to \_\_\_\_\_ hereinafter referred to as "Premises".

And Whereas the Board of Directors of the Licensor have adjudged to give, on the basis of leave and Licence only, offices to intending parties to use the same for the stipulated purposes;

And Whereas the Licensee intends for taking on Licence the office situated at \_\_\_\_\_\_\_\_ measuring sq. meters situated on the 3th floor of the Premises (hereinafter referred to as "the specified space");

Now This Agreement Witnesses as Follows: -

1. In consideration of the periodical payments hereinafter consented to be paid by the Licensee and other undertakings set out hereinafter, the Licensor hereby Licences and empowers the Licensee for entering upon and using the specified space for setting up its office for doing business per terms /conditions as set out in this Licence. Any alteration in the authorised purpose done only with the express permission of the Licensor.

2. The Licence under this Agreement shall be operate for 2 (two) years from the date the specified space is made available to the Licensee (hereinafter referred to as "beginning date") for doing the authorised purpose. If Licensee opt , the Licence under this Agreement shall be renewed for further time of not exceeding 2 (two) years at one time.

3. During the existence of this Licence, the Licensee hereby consents with the Licensor and undertakes as follows: -

(i) That the Licensee shall pay to the Licensor a sum of Rs.\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_ only) as Licence fees by the 7th day of every month, the first of such payments to be made on beginning date.

(ii) In addition to the license fees, the Licensee shall also pay a sum of Rs. \_\_\_\_\_\_, as interest free security deposit to the Licensor, this amount shall be refunded by the Licensor in case of termination or ending of the period of this License.

(iii) The Licensee shall not use the specified space for other than the authorized purpose and only from 9AM to 5PM. If  the Licensor thinks that the Licensee may need using the specified space for longer hours, connecting with its business. The Licensee may do it  with the permission of the Licensor.

(iv) The Licensee shall get and enforce all permission and licenses, which may be needed by law for use of the specified space and shall obey with any condition which, may be attached to any such permission or licenses.

(v) The Licensee shall manage and conduct the specified space for preserving the reputation of the Licensor and obey  all mandatory rules and regulations and those framed by the Licensor from time to time. The Licensee shall in specially use or allow the specified space for any form of unlawful activities.

(vi) The Licensee shall not alter or add to the specified space or to remove there from any of Licensor's fixtures /fittings. The Licensee build or construct temporary wooden partitions/structures and other equipments and apparatus in use for suiting its convenience in side or around the specified place without the express written agreement of the Licensor. On ending or prior termination, of this Licence, the Licensee can remove such partitions/structures, equipments and apparatus etc. as may be built/framed on the specified space and restoring it to original condition.

(vii) The Licensee shall not store or cause to be stored any perilous, combustible or dangerous goods in specified space nor use any gas, kerosene or electric stove or appliances for cooking food or beverage item or for use.

(viii) The Licensee shall pay or  to be paid charges for electricity (including meter hire charges), telephone calls, and other services provided by the Licensor at the specified space at once on receiving  bills/ demand by the Licensor. If defaulted, the Licensor per discretion withdraw the services/fecilaties.

(ix) The Licensee shall not do or allow to be done any action  affecting the insurance of the building /property wherein the specified space is situated.

(x) In damage or injury being done  to the specified space by the Licensee or his agents or miss using the premises for other purposes, than authorised, the Licensee shall at its own cost make good all such damage /injury. In after  occurrence of such damage the Licensee  do not compensate within 15 (fifteen) days the Licensor may make good such injury/damage and the Licensee shall compensate the Licensor against all such expenses cost and charges concerning thereon.

(xi) On ending of the Licence or its prior termination by Licensor  Licence to vacate the specified space by removing all equipment, furnishings, etc. If defaulted Licensor's agents can get the specified space vacated without being liable to damages or otherwise.

(xii) On ending of the term of this Licence, or its prior termination in accordance with the terms of this Licence, whichever be earlier, the Licensee shall at once surrender the specified space to the Licensor. In case of prior termination of the Licence, refund all pre-paid and uncounted amounts under this License, and any prepaid portions of rent to the Licensee shall be a pre-condition for surrendering the specified space.

(xiii) The Licensor shall be wholly responsible in paying all rates, impositions, house tax, cesses, out goings and all other taxes, including Municipal taxes and Indian Income Tax as levied or as levied in future by any authority concerning the specified space. The Licensee shall be responsible in paying of electricity and water bills to date of surrendering  specified space to the Licensor.

(xiv) The Licensor or its authorized representatives shall give legal stamped receipts as Licence fee (s) paid by Licensee.

(xv) that Licensee shall can install in using one or more telephones/fax machines in the specified space, so convenient to him.

(xvi) That the Licensee shall not be responsible for any loss, damage or destruction to the specified space emerging any reasion beyond the Licensee or owing to any contraction defect in the specified space or  which the Licensor is needed to maintain insurance.

(xvii) That while surrendering the specified space to the Licensor (after ending or termination of the License) Licensee shall ensure that the specified space are in good condition on to date, subject to normal wear and tear and  to any damage by  a cause beyond the justified control of the Licensee.

4. The Licensor hereby consents with the Licensee as follows:

(i)   To allow or cause to allowed the Licensee its servants and agents in entering and using the specified space during trade hours.

(ii) In keeping or causing to be kept the premises, where in the specified space Licensed to the Licensee is located, in good condition.

(iii) For giving following facilities/services to the Licensee:-

(a) Central air-conditioning facilities during trade hours;

(b) Cleaning and keeping in clean and neat condition common passages, lobbies and entrances surrounding the specified space and servicing to the electricity, water and sanitary fittings in the common passages, lobbies and entrance surrounding the specified space;

5.     On ending of period of Licence with vacating of the specified space by the Licensee in  proper and good condition, Licensor shall pay back the security deposit to the Licensee. If security deposit is not payed by 30 days from date of ending of Licence /vacating the specified space the Licensor shall pay an interest at the rate of \_\_\_% from  date of  vacation of the specified space to the date of payment.

6. The Licensee can assign/transfer its right per this Licence with express agreement of the Licensor on such terms /conditions as Licensor notify from the time being concerning this.

7. The Licensor shall be justify in terminating the Licence if any terms of the Licence is broken by the Licensee by expressly notify for 30 (thirty) days notice to the Licensee for removing contravenes or condition breached. If Licence do not remove those breaches by 30 days ,licences will be ended .If Licensee intended in ending the Licence the Licensee should give 60 (sixty) days express notice to Licensor. Licence shall be ended on expiry of the notice.

Despite anything contained hereinbefore the Licensor shall be justified in creating charges/mortgages per first charge on its land, premises and the buildings (including the offices) built and to be built,  favouring  the Financial Institutions and Banks as Security for their term loans advanced/to be advanced to the Licensor for its needs.

The Parties hereby agree consent and acknowledge  (a) that the enactments of this Agreement with rights of all Parties stated herein shall be ruled by laws of India and decided according to enactment of Arbitration and conciliation Act, 1996.

In Witness Whereof, the parties have executed this Agreement

Date:

Licensor:

Licensee:

Witnesses:

1.

2.