

## **THIS IS JUST A FORMAT.**

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# **Agreement of leave and licence (for commercial use)**

This agreement of leave and licence is made at ..... this ..... day of ..... 20..... between Mr. A residing at ..... hereinafter referred to as the licensor (which expression shall include his heirs executors and administrators) of the one part and Mr. B residing ..... at hereinafter referred to as a licensee which expression shall include his heirs executors and administrators) of the other part.

Whereas

1. The licensor is the owner of a vacant piece of land situate at .... and which is more particularly described in the schedule hereunder written.

2. The licensee has requested the licensor to grant him a licence to occupy the said piece of land said hereinafter referred to as the licensed premises) to enable him to install and run petrol pump station for supply of petrol, diesel and other oils to customers.

3. The licensor has agreed to do so on the following terms and conditions agreed to between the parties.

Now it is agreed by and between the parties hereto as follows.

1. The licensor hereby grants leave and licence to the licensee to occupy the said licenced premises described in the schedule hereunder on the following terms and conditions.

2. The licensee shall use the licensed premises for a petrol pump station by installing and running one or more petrol pumps and other machinery including storage tanks on the licensed premises and to fix and/or keep all machinery and other equipment articles and things required for that purpose. Except this the licensee shall not put up any structure or other machinery on the licenced premises.

3. The licensee shall not use the licenced premises for any purpose other than the one mentioned in clause 2 above without the written permission of the licensor.

4. The licensee shall pay to the licensor a monthly compensation for the use and occupation of the licensed premises a sum of Rs. .... to be paid in advance for every month on or before the 5th day of that month.

5. All the taxes payable in respect of the licenced premises to the Government or to any Municipal or other local authority will be paid by the licensor.

6. All the charges required to be paid for the electricity used in the premises water and other amenities will be paid by the licensee.

7. It will be the duty of the licensee to keep the said premises and all the machinery petrol and diesel pumps and other fixtures and fittings in good and proper order at his own cost.

8. All the permits or licences required to carry on the said business will be obtained by the licensee at his own cost and he will observe and perform the terms and conditions thereof properly and regularly.

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9. The licensee will take out necessary Insurance policies in respect of the said business and its assets against the risk of fire, dacoity, theft, etc. and shall pay the premium thereon as and when required by the insurance company.

10. This agreement is is by way leave and licence only and shall be not construed or contended to be a lease or tenancy.

11. The licensee shall deposit with the licensor a sum of Rs. .... as a deposit without interest and which will be refundable to the licensee on the expiration of the period of licence or termination of the agreement as hereinafter mentioned subject to deduction of any moneys payable by the licensee to the licensor by way of arrears of compensation or other moneys payable under this agreement or by way of damages.

12. The period of the licence will be three years from the date hereof.

13. If the licensee commits breach of any terms of this agreement the licensor will be entitled to terminate this agreement even if the period mentioned above has to expire, by giving 15 days prior written notice to that effect to the licensee and on the expiration of the said period of 15 days the license will stand terminated.

In witness whereof the parties have put their hands the day and year first hereinabove written.

The schedule above referred to  
Signed by the within name A  
Licensor in the presence of .....

Signed by the within name B  
Licensee in the presence of .....

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