

LEAVE AND LICENSE AGREEMENT OF A SHOP IN THE MALL

THIS AGREEMENT OF LEAVE AND LICENSE is made and executed at _____ on this _____ day of _____ 20____ **BETWEEN SMART BUILDERS PRIVATE LIMITED**, a Company incorporated and registered under the provisions of the Companies Act, 1956/2013, having its registered office at _____, hereinafter referred to as the **“THE LICENSOR”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of **ONE PART; AND XYZ RETAIL LIMITED**, a Public Limited company incorporated under the Companies Act, 1956/2013, having its registered 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 administrators) of **OTHER PART:**

WHEREAS:-

- (a) The Licensor is seized and possessed of or otherwise well and sufficiently entitled to the land situated at _____, (hereinafter referred to as **“the said land”**). The Licensor has developed the

said land by constructing a multi-purpose commercial building thereon known as **“SMART MALL”** (hereinafter referred to as **“the said Building”**) in accordance with the plans sanctioned by the concerned Municipal Corporation. The Licensor has received approval from the concerned local authority in respect of the plans, the specifications, elevations, sections and details of the said building constructed on the said land. The said land and the said building are hereinafter collectively referred to as **“the said property”** and which is more particularly described in the **FIRST SCHEDULE** hereunder written.

(b) The Licensor is also seized and possessed of and otherwise well and sufficiently entitled to hold, use and occupy the Shop No. 2 (hereinafter **“the said shop”**) admeasuring _____ sq. ft. of usable carpet area on the Second Floor of the said building. The said shop is more particularly described in the **SECOND SCHEDULE** hereunder written and delineated with a red colour boundary line in the plan attached hereto as **Annexure “A”**.

(c) The Licensee, being desirous of setting up its retail store for _____, has approached the Licensor, with a request to grant to the Licensee, permission to use and occupy the said shop by way of pure and simple Leave and License without claiming any other rights therein upon the terms and conditions appearing hereinafter.

**PAGES 3 TO 20
NOT AVAILABLE
FOR PREVIEW**

PREVIEW