

# LICENCE DEED

THIS INDENTURE made this the ..... day of .....20.....  
 BETWEEN the Municipal Council of Aluva constituted under Kerala Municipalities Act 1994,  
 (Act 20 of 1994) (hereinafter called "the owner" which expression where the context admits shall  
 include its successors and assigns) of the one part and (1) Shri.....  
 .....  
 hereinafter called "the licensee" which expression where the context admits shall include his heirs  
 executors, administrators, legal representatives and permitted assigns and (2) Shri.....  
 .....  
 aged..... son of .....  
 residing at ..... and carrying on  
 ..... as surety for the other part.

WHEREAS licensee has applied to the owner for a grant of Permission to use the property  
 for the purpose of conducting "....."  
 described in the first schedule hereto for the period and the rate of licence fee and subject to the  
 terms and conditions hereinafter contained AND WHEREAS the owner has agreed to grant a  
 licence of the said property in the manner hereinafter contained.

AND WHEREAS due notice of the grant of licence of the property has been given in  
 accordance with provisions of the rules relating there to.

..... Contd.

Owner

Licensee

Surety

**NOW THIS INDENTURE WITNESSETH:**

1. That in consideration of the licence fee hereby reserved and of the covenants by the licensee herein contained the owner hereby allows the licensee to use the piece of parcel of land together with the building and premises known as room No..... in ..... having a total plinth area of ..... situated in the registration Sub District of Aluva for the term of ..... year from ..... to ..... PAYING THEREFOR a monthly licence fee of Rs ..... Security amount of Rs..... as per receipt no ..... dated ..... and ..... of Rs ..... as per receipt no ..... dated.....

2. The licensee covenants with the owner as follows:-

(i) (a) To pay the reserved licence fee of Rs..... (.....) on or before the ..... the day of each month in advance.

(b) The licensee shall pay fine at the rate of Rs. 2.00 per 100 rupees per month for all belated Payments during the period of grant.

(ii) (a) The licensee shall pay regularly the current charges and water charges of the above said premises direct to the suppliers as per the demand bills received from time to time. Over and above the liability to pay fine at Rs. 2.00 per 100 Rupees per month for all belated payments as agreed to in para 2(1) (b) the licensee shall be held responsible for all the consequences in case the licensee fails to pay the water charges and current charges in time.

(b) To bear pay and discharge all existing and future charges, assessments and outgoing payable in respect of the said premises inclusive of the ground rent of Rs. Nil or any other sum that may from time to time, be levied as such upon the piece parcel of land by the Collector of the Ernakulam District on behalf of the Central Government or the Government of Kerala.

(iii) To keep the exterior of the premises and all additions thereto and the boundary walls and fences thereof and the rain, soil and other pipes and sanitary and water apparatus and electric fittings and fixtures thereof in good repair and conditions.

(iv) Not to make or permit to be made under any circumstances any alterations in or additions to the building without the previous consent in writing of the owner or its duly authorised officers PROVIDED ALWAYS that the licensee shall not be entitled to any compensation thereof.

(v) To Permit the owner and its authorised Officers or Agents with or without workmen or others at all reasonable times on one day's previous notice to enter upon the demised premises and view the conditions thereof and upon notice being given by the owner or his authorised Officers to repair within one month from the service of the notice in accordance there with.

(vi) To yield up the premises with all fixtures and additions thereto at the termination of the period of licence in good and tenantable repair and condition in accordance with the covenants here in contained.

.....Contd.

Licensee

Owner

(vii) The period of this grant to use will expire at the end of three years from the date noted in item No. 1. But the grant to use may be renewed by a fresh agreement entered into between the owner and the licensee refixing the licence fee and with any other amendments as deemed necessary. If no such fresh agreement is entered into before the termination of this agreement the licensee Shri. .... will be bound to vacate the building.

(vii) In the case the licensee desires to surrender the room before expiry of the period of licence, the licensee shall give to the owner three months notice in writing. The licensee shall be responsible to pay difference of licence fee for the entire period of licence granted. The owner after receiving the notice of surrender shall call for sealed quotations to give the premises on licensee for a term of ..... In case the highest offer of licence fee per month is less than the licence fee agreed by the licensee the licensee shall be liable to pay to the owner compensation equal to the amount of the difference between the licence fee that the licensee would have been payable if the licence is not subject to premature termination and the licence fees that could be realised for the unexpired portion of the licence calculated at the rate shown in the quotation. If the licence fee offered is higher than the rate payable by licensee, the licensee shall not be eligible for any amount. If any amount is due to the Municipality from the licensee it shall be liable to the council to recover the said amount from his refundable premium/advance deposit.

3. The owner covenants with the licensee as follows:

i) The licensee paying the licence fee here by reserved and observing and Performing the several covenants and stipulations herein on his part contained shall peacefully held and enjoy the premises during the said term without any interruption by the owner or any persons rightfully claiming under or in trust for him.

ii) To carryout all repairs to main roof and foundation due to fair reasonable wear and tear, the decision of the Municipal Engineer as to the necessity for such repair being final.

4. PROVIDED ALWAYS and it is here by expressly agreed by and between the parties here to as follows :

i) If the licence fee hereby reserved or any part thereof shall be unpaid for 60 days after becoming payable (whether formally demanded or not) if any covenants of the owner's part herein contained shall not be performed or observed or if the licensee or other person to whom for the time being the term hereby created shall be vested become insolvent then and in any of the said cases it shall be lawful for the owner or its authorised officers at any time. There after to re-enter upon the permises or any part thereof in the name of the whole and thereupon this permission shall absolutely determine but without prejudice to the right of action of the owner in respect of the breach of any of the licensee's covenants here in contained. Also it shall be lawful for the owner to preceed against the licensee either under the Kerala Municipalities Act, as per the rules for the realisation of arrears of licence fee or to recover by the legal proceedings.

..... Contd.

Licensee

Owner

ii) If at any time it appears to the Owner (whose decision shall be final) that it is necessary in the public interest to determine the licence, it shall be lawful for the owner forthwith to cancel this licence by notice in within addressed to the licensee at his last known place, residence and there-upon, this grant shall absolutely determine and the licensee shall not be entitled to any compensation whatsoever in respect of such determination except a proportionate abatement of any licence fee that may have been paid by the licensee in advance.

In WITNESS where of Shri .....  
Municipal Secretary, Aluva for and on behalf of the Council in here to affixed on the day and year first above written.

**THE FIRST SCHEDULE ABOVE REFERED TO :**

All the Piece or parcel of land premises/ room situated in the village of Aluva in the registration Sub-District of Aluva in the registration District of Ernakulam and bounded on the North .....  
on the South .....  
on the West .....  
and on the East .....  
containing on the whole by admeasurement be the same more or less .....  
with the following Electrical/Water Supply/Other fittings.

(Seal)

Owner  
(Secretary for and on behalf  
of the Municipal Council)

Witnesses :

1.

2.

Witnesses :

Licensee

1.

2.