**LICENCE FOR BUILDING AND MAINTAINING**

**A CINEMA HALL**

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 being owner of the plot of land admeasuring …………………….. sq. metres located at \_\_\_\_\_\_ (more specifically stated in the Schedule annexed hereto) hereinafter referred to as Premises.

And Whereas the Licensor intends to build /operate on the Premises a cinema hall and the Licensee has consented with the Licensor to do so upon being given a suitable site for the same and the required permission to construct thereon.

And Whereas the Board of Directors of the Licensor have adjudged in giving by leave and Licence only, Premises to Licensee for using the same for the specified purposes;

Now This Deed Witnesses as Follows:

1. Grant of Easement

In consideration of the periodical payments hereinafter consented to be paid by the Licensee, the Licensor hereby grants to the Licensee LEAVE AND LICENCE to construct and maintain the cinema hall in the Premises The Licensee shall too build a concrete passage from the cinema hall to point marked A per Schedule and shall build/ maintain a gate at that point. The Licensee, his servants and agents and all other viewers for entertaining in cinema hall have full right of passage. Any alteration for the authorised purpose shall be made with express permission of Licensor.

2. Period of Licence

The Licence under this agreement shall operate for 5 (five) years from the date Premises is handed over to the Licensee (hereinafter referred to as the beginning date) for doing the required purpose. If Licensee, opt for renewing the Licence per this Agreement same shall be renewed for 5 (five) years at a time.

3. License Fees

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

(b) In addition to the license fees, the Licensee shall too pay a sum of Rs. \_\_\_\_\_\_, with out interest security deposit to the Licensor, refundable by Licensor, if license ended on its period of expiry .

4. Licensee Not To Use Premises For Purpose Other Than That Given on Licence

The Licensee hereby agrees with the Licensor that he will not use the Premises for any purpose other than the purpose stated above. If, he uses the same for any other purpose he shall handover the Premises to the Licensor having removed all buildings there in and clearing the said site of all foundations or buildings constructed by him thereon.

5. Quiet Enjoyment

The Licensor hereby agrees with the Licensee that till such time as the Licensee performs and observes the terms herein before stated he shall use and enjoy the Premises.

6. Necessary Permits

The Licensee shall get and enforce all permission and licenses, as needed by law in using the Premises and complying with condition as unclosed to any such permission or licenses.

7. Right of Revocation

On contravening any condition stated as before Licensor may, despite waiving of any prior right of revocation, revoke the above stated License and thence same shall become nullity.

8. Refund of Security Deposit

On ending of the period of Licence and vacating of Premises by Licensee in proper and good condition the Licensor shall refund the security deposit to the Licensee. If the security deposit is not refunded within 30 days from the date of ending of this Licence and vacation of the Premises the Licensor shall pay an interest at the rate of \_\_\_% from the date of vacation of the Premises till the date of payment.

9. Right of Assignment

Licensee shall have right in assigning/transferring his/its right per this Licence with the express agreement of the Licensor on such conditions and terms as the Licensor may notify from time to time in this respect.

10. Termination

The Licensor shall be within right in terminating Licence, if any of the terms of the Licence is breached by the Licensee by serving 30 (thirty) days express notice to the Licensee to remove the contraventions or terms breached, and on failure of the Licensee to remove the said contraventions by 30 (thirty) days, the Licence will be terminated. If Licensee wants to terminate Licence . He may do so by serving 60 (sixty) days express notice to the Licensor and the Licence shall be terminated on such ending of the notice.

11. Right of Mortgage

Despite anything stated before the Licensor can create charges/mortgages per first charge on its Premises and the buildings 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.

12. Arbitration

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

In Witness Whereof, the parties have executed this Agreement on date first above written.

Date:

Licensor:

Licensee:

Witnesses:

1.

2.