



# ZIPGRID

## **STANDARD OPERATING PROCEDURE**

### **LEAVE AND LICENSE**

## Procedure -

- a. No office units, parking slot or store room, or a part thereof, can be given on lease or leave and license (L&L) agreement without prior permission in writing of the Managing Committee of the society, after compliance with such requirements as the Managing Committee may require time to time.
- b. No member is permitted to use / sublet / lease the office premises for any Guest House and / or any industrial workshop/ factory at any point of time.
- c. A Member wishing to give his /her office on leave & license (L&L) should apply to the Society in the specified format (refer Annexure 3 enclosed). A copy of the L&L agreement should also be submitted for approval.
- d. The member will be required to pay non-occupancy charges / non-occupancy clubhouse charges as per the Society rules for leave and license / subletting of offices/ flats. In case the office is let out during a month, such charges will be applicable for the full month.
- e. Members should give prior intimation in writing about details of the tenant, date, and time of shifting, so that security can facilitate the entry of their luggage/ vehicle and record it in the register. Use of service lifts for shifting of luggage / furniture will entail a charge of \_\_\_\_\_ per relocation. Any damage incurred during shifting will be recovered from the member.
- f. Members/tenant should compulsorily submit the "Tenant Information Sheet" at the nearest Police Station within three days of the tenant shifting in and hand over a copy of the same to the Society's office.
- g. In case of leasing / leave and license agreement involving foreign nationals, relevant police requirements / approvals / registrations should be obtained, and copies furnished to the Society at the time of application.
- h. All leave and license agreements must be compulsorily registered by the member and a copy of the same must be furnished to the Society.
- i. Compliance with any other Government provisions / laws must be adhered to and the responsibility for this lies with the members. The Society reserves the right to meet prospective lessees before giving permission. Such permission could be denied at the discretion of the Managing Committee.
- j. Members are requested to adequately instruct tenants / licensees, about the rules & regulations of the Society, procedure for collecting their vehicle labels, etc. before they shift and request them to maintain cordial relations with everyone in the Society.
- k. In case a tenant/lessee is moving out of the building, concerned Member or his tenant should give at least 30 days' notice to the Society in writing.
- l. **Vacating tenant or the Member** should clear all dues (water, electricity, etc.), obtain a No-Dues-Certificate and collect the Gate-Pass from the Society office before leaving.
- m. Any damage to the property of the society will be the responsibility of the owner.

THANK YOU

Annexure 3

Application for giving Flat on Leave and license

[Under the Bye-law No.43(2) ii)]

*A Form of application for Permission to sub-let, give on leave and license*

Or

*care-taker basis the flat/Office or part thereof*

To,

The Secretary

..... Co-operative Premises Society Ltd.

.....

Sir,

I, Shri / Shrimati / .....am the member of  
.....Co-operative  
Premises Society Ltd. Holding Office No .....admeasuring .....sq. Ft. on  
.....floor of the building number/named  
as..... of the society.

I propose to sub-let/give on leave and license my office to the person named hereinafter under an agreement (copy enclosed) under the following circumstances.

The name of the person to whom the office unit is proposed to be sub-let/proposed to be given on leave and license/care-taker basis, is Shri/Srimati/Messrs.....  
at...../having office address at his/her/their application for nominal membership of the society in the prescribed form is enclosed herewith.

I undertake to initiate legal proceedings against the sub-let tee/licensee/ care-taker on my failure to secure vacant and peaceful possession of the office unit from the sub-lettee/licensee/care-taker on expiry of the original or extended period of sub-letting/license/care-taking and to make the society the party to the proceedings and to reimburse the expenditure which the society may be required to incur on legal proceedings to get back the possession of the office /unit.

I also undertake to pay all the charges of the society including maintenance and BTU, including Non Occupancy Charges every month / quarter within the time stipulated without any excuse from the date I part with the possession of the flat / part of the office unit till I get possession thereof.



I request you please to grant necessary permission to sub-let/give on leave and license the office unit no. to the person herein above, mentioned for a period of .....years/ .....months. In case it becomes necessary for me to extend the period of sub-letting/giving on leave and license the office unit, I will submit an application for extending the period well in advance of expiry of the original period with due justification for extending the period.

Place:

Yours faithfully,

Date:

Signature of the Applicant.