

LEAVE AND LICENSE AGREEMENT

This agreement is made and executed on (Date) _____ at (City) _____

Between,

1) Miss./Mr./Mrs. _____, Age: _____ Years, Occupation: _____, PAN: _____, Mobile No: _____, Residing at: _____, Pin Code: _____

2) Miss./Mr./Mrs. _____, Age: _____ Years, Occupation: _____, PAN: _____, Mobile No: _____, Residing at: _____, Pin Code: _____

HEREINAFTER called the **Licensor** (which expression shall mean and include the Licensor above named and also their respective heirs, successors, assigns, executors and administrators).

AND

1) Miss./Mr./Mrs. _____, Age: _____ Years, Occupation: _____, PAN: _____, Mobile No: _____, Residing at: _____, Pin Code: _____

2) Miss./Mr./Mrs. _____, Age: _____ Years, Occupation: _____, PAN: _____, Mobile No: _____, Residing at: _____, Pin Code: _____

HEREINAFTER called the **Licensee** (which expression shall mean and include only Licensee above named).

WHEREAS the Licensor is absolutely seized and possessed of and or otherwise well and sufficiently entitled to all that constructed portion being unit described in Schedule I hereunder written and are hereafter for the sake of brevity called or referred to as Licensed Premises and is/are desirous of giving the said premises on Leave and License basis under Section 24 of the Maharashtra Rent Control Act, 1999.

AND WHEREAS the Licensee herein is in need of temporary premises for **Residential / Non-Residential** use has/have approached the Licensor with a request to allow the Licensee herein to use and occupy the said premises on Leave and License basis for a period of **03 months to 60 months** commencing from **date**

00/00/0000 and ending on date 00/00/0000, on terms and subject to conditions hereafter appearing.

AND WHEREAS the Licensors have agreed to allow the Licensee herein to use and occupy the said Licensed premises for his aforesaid **Residential / Non-Residential** purposes only, on Leave and License basis for above mentioned period, on terms and subject to conditions hereafter appearing.

NOW THEREFORE IT IS HEREBY AGREED TO, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1) Period: That the Licensors hereby grants to the Licensee herein a revocable leave and license, to occupy the Licensed Premises, described in Schedule I hereunder written without creating any tenancy rights or any other rights, title and interest in favour of the Licensee for a period of **03 months to 60 months** Commencing from **date 00/00/0000 and ending on date 00/00/0000**.

2) License Fee & Deposit: That the Licensee shall pay to the Licensors License fee at the rate of **₹ 00,000/- (₹ Amount in words)** per month towards the compensation and **₹ 00,000/- (₹ Amount in words)** Interest free refundable deposit and **₹ 00,000/- (₹ Amount in words)** Interest free non-refundable deposit, for the use of the said licensed premises. The amount of monthly compensation License fee shall be payable within first five days of the concerned month of Leave and License.

3) Payment of Deposit: 1] That the Licensee have paid / shall pay the above-mentioned deposit / premium as mentioned above by: -

1. CASH / DEMAND DRAFT / CHEQUE / ONLINE TRANSFER (Deposit). Amount **₹ 00,000/- (₹ Amount in words) Date: 00-00-0000**.

4) Maintenance Charges:

1. That the all outgoings including all rates, taxes, levies, assessment, maintenance charges, non-occupancy charges, etc. in respect of the said premises shall be paid by the Licensors.

OR

2. That the Licensee herein shall bear and pay all the maintenance charges in respect of the said Licensed Premises, and other outgoings including all rates, taxes, levies, assessment, non-occupancy charges, etc. in respect of the said premises shall be paid by the Licensors.

5) Electricity Charges: The licensee herein shall pay the electricity bills directly for energy consumed on the licensed premises and should submit original receipts to Licensor indicating that the electricity bills are paid.

6) Use: That the Licensed premises shall only be used by the Licensee for **Residential / Non-Residential** purpose. The Licensee shall maintain the said premises in its existing condition and damage, if any, caused to the said premises, the same shall be repaired by the Licensee at its own cost subject to normal wear and tear. The Licensee shall not do anything in the said premises which is or is likely to cause a nuisance to the other occupants of the said building or to the prejudice in any manner to the rights of Licensor in respect of said premises or shall not do any unlawful activities prohibited by State or Central Government.

7) Alteration: That the Licensee shall not make or permit to do any alteration or addition to the construction or arrangements (internal or external) to the Licensed premises without previous consent in writing from the Licensor.

8) No Tenancy: That the Licensee shall not claim any tenancy right and shall not have any right to transfer, assign, and sublet or grant any license or sub-license in respect of the Licensed Premises or any part thereof and also shall not mortgage or raise any loan against the said premises.

9) Inspection: That, the Licensor shall on reasonable notice given by the Licensor to the Licensee shall have a right of access either by himself or through authorized representative to enter, view and inspect the Licensed premises at reasonable intervals.

10) Lock in period: Both the parties have agreed to set a lock-in period of **00 months**, during which neither the Licensor shall ask the Licensee to vacate the premises, nor the Licensee shall vacate the premises on his own during the lock-in period. In spite of this mandatory clause, if the Licensee leaves the premises for whatsoever reason, he shall pay to the Licensor license fee for the remaining lock-in period at the rate of agreed upon in the agreement. On the other hand, Licensor shall compensate the Licensee for loss and inconvenience caused to the Licensee if he has been asked to vacate the premises.

11) Cancellation: That, Subject to the condition of lock in period (if any), if the Licensee commit default in regular and punctual payments of monthly compensation as

herein before mentioned or commit breach of any of the terms, covenants and conditions of this agreement or if any legislation prohibiting the Leave and License is imposed, the Licensor shall be entitled to revoke and / or cancel the License hereby granted, by giving notice in writing of one month and the Licensee too will have the right to vacate the said premises by giving a notice in writing of one month to the Licensor as mentioned earlier.

12) Possession: That the immediately at on the expiration or termination or cancellation of this agreement the Licensee shall vacate the said premises without delay with all his goods and belongings. In the event of the Licensee failing and / or neglecting to remove himself and / or his articles from the said premises on expiry or sooner determination of this Agreement, the Licensor shall be entitled to recover damages at the rate of double the daily amount of compensation per day and or alternatively the Licensor shall be entitled to remove the Licensee and his belongings from the Licensed premises, without recourse to the Court of Law.

13) Registration: This Agreement is to be registered and the expenditure of Stamp duty and registration fees and incidental charges if any, shall be borne **paid by the Licensee / by the Licensor / by the Licensee and Licensor equally.**

14) Miscellaneous: Any other extra clause to be added up to 1000 characters.

SCHEDULE I

(Being the correct description of premises **Bungalow / Apartment / Flat / Shop / Office / Industrial Shed** which is the subject matter of these presents)

All that constructed portion being **Residential / Non-Residential** unit bearing **Area of Unit: 0000.00 Sq. Ft. / Sq. Mtr., Type Of Unit: Bungalow / Apartment / Flat / Shop / Office / Industrial Shed Number: 0000, Floor Number: 00 Floor, Building Name: _____, Road Name: _____, Address: _____, Pin Code: _____, Survey No. / Hissa No. / Plot No. / CT Survey No. - 0000, of Village: _____, situated within the revenue limits of Tehsil: _____ and District: _____ and situated within the limits of _____ Municipal Corporation.**

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signatures by way of putting thumb impression electronic signature hereto in the presence of witness, who are identifying the executants, on the day, month and year first above written.

SCHEDULE II

(Being the correct description of Furniture and Appliances in the premise)

Sr. No.	Item	Number of Units
1	Fan	0
2	Tube light	0
3	Bulb	0
4	Bed	0
5	Sofa	0
6	Table	0
7	Chair	0
8	Cupboard	0
9	Air Conditioner	0
10	Electric Geezer	0
11	Gas Geezer	0
12	Air Cooler	0
13	Water Cooler	0
14	Curtains	0
15	Refrigerator	0
16	Washing Machine	0
17	Others	0

Name and Address	Photo	Thumb Image
Licensor Miss./Mr./Mrs. _____, Residing at: _____ _____ Pan: _____, Age: _____, Occupation: _____	Not Available	Not Available
Licensee Miss./Mr./Mrs. _____, Residing at: _____ _____ Pan: _____, Age: _____, Occupation: _____	Not Available	Not Available
<u>Witness of execution of all executants</u> Name: _____, Residing at: _____ _____	Not Available	Not Available
<u>Witness of execution of all executants</u> Name: _____, Residing at: _____ _____	Not Available	Not Available