

## **LEAVE AND LICENSE AGREEMENT**

THIS LEAVE AND LICENSE AGREEMENT (“Agreement”) made at [●]  
this [●] day of [●] , [●] with an effective date of [●] , [●]

### **BY AND BETWEEN:**

1. [●], (hereinafter referred as the "**Licensor**" which expression shall unless it be repugnant to the context or the meaning thereof mean and include his heirs, executors, administrators and assigns) of the **FIRST PART**;
  
2. [●] (hereinafter referred as "**Licensee**" which expression shall unless it be repugnant to the context or the meaning thereof mean and include her heirs, executors, administrators and assigns) of the **SECOND PART**;

**The Licensor and the Licensee are hereinafter individually referred as “Party” and collectively as “Parties”.**

### **WHEREAS:**

- a) The Licensor declares to be and is seized and possessed of or otherwise well and sufficiently entitled to the Flat; being Flat no [●], admeasuring approximately [●] square feet (carpet area) on the [●] of the building known as [●] ; without lift facilities comprising [●] and bearing Cadastral Survey No. [●] .The Flat is hereinafter referred to as ‘the said Licensed Premises’;
  
- b) After inspecting the Licensed Premises, its electrical fixtures and other fittings and agreeing that these meet their requirements, the Licensees being in need of premises for their residential accommodation, have approached the Licensor to provide on leave and license basis the Licensed

Premises for occupation and use by the Licensees for temporary period as stated herein; and

- c) At the request of the Licensees, the Licensor has agreed to grant to the Licensees, a temporary license to use and occupy the said Licensed Premises for residential purpose at and for the monthly compensation and on the terms and conditions hereinafter mentioned.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. **LICENSED PREMISES**

The Licensor hereby grants to the Licensees and the Licensees hereby accept from the Licensor, the License on "Leave and License basis" to enter upon, occupy and use by the Licensees of the Licensed Premises for residential purposes.

2. **LICENSE PERIOD**

The aforesaid license shall be for a period of [●] months commencing from [●] and expiring by efflux of time on [●] (hereinafter called "**the License Period**").

3. **LICENSE FEES**

- 3.1 In consideration of the Licensor providing the Licensed Premises for being used, occupied and enjoyed by the Licensees, the Licensees have agreed to and shall be jointly and/or severally liable to pay to the Licensor advance license fee ("**License Fee**") on [●] of every month:

3.1.1 of Rs. [●] per month, for the first [●] months ( [●] ), which comes to Rs. [●] ; and

3.1.2 of Rs. [●] per month, for the subsequent [●] (from [●] ), which comes to Rs. [●] .

3.2 The Licensor acknowledges that it has already received the 1<sup>st</sup> monthly compensation of Rs [●] applicable for the month of [●] from the Licensees on [●] as and by of token amount.

3.3 As security for the due observance and performance of all obligations undertaken by the Licensees hereunder, the Licensees shall deposit with the Licensor a sum of Rs. [●] as interest-free refundable security deposit (“the Security Deposit”).

4. **THE LICENSEES JOINTLY AND SEVERALLY HEREBY COVENANT WITH THE LICENSOR AS FOLLOWS:**

4.1 To use the said Licensed Premises for their residential purpose only and not to use the same for any other purpose without prior consent of the Licensor.

4.2 In addition to the License Fee, to pay the charges for the electricity actually consumed by the Licensees in accordance with the bills / invoices received from the utility provider or supplier of electricity in respect of the Licensed Premises.

4.3 In addition to the License Fee, to pay the charges for piped gas (once installed) actually consumed by the Licensees in accordance with the bills / invoices received from the utility provider or supplier of piped gas in respect of the Licensed Premises.

4.4 To pay the telephone/mobile charges, other communication charges such as internet connectivity charges, cable television subscription charges or any other charges payable by the Licensees on any products/services procured/subscribed by the Licensees for using such products/services at the Licensed Premises or to be billed at the address of the Licensed Premises in the name of the Licensees. It being clearly understood and agreed by the Parties that the Licensees shall be entitled to seek and procure telephone,

other connections/subscriptions as the Licensees may deem proper. The Licensor shall not be entitled to provide any telephone or other connections/subscriptions.

- 4.5 The Licensees shall not claim any right, title and interest by way of tenancy or otherwise on the said Licensed Premises by virtue of having installed and usage of the connections/subscriptions in the said Licensed Premises.
- 4.6 To use and maintain the said Licensed Premises at all times in due care and good order subject to reasonable wear and tear and damage to the said Licensed Premises by fire, earthquake, lightening, violence of a mob or other irresistible, inevitable force beyond the control of the Licensees.
- 4.7 To keep the interior of the said Licensed Premises and the Licensor's fixtures and fittings including electrical, sanitary and plumbing fixtures therein, in good and tenantable condition.
- 4.8 Not to park any vehicles/automobiles or any two wheelers or four wheelers in the Society's premises/compound.
- 4.9 To deliver the said Licensed Premises to the Licensor on the expiry of the License Period or earlier determination thereof in good condition.
- 4.10 To permit at all reasonable hours during the day time with the previous intimation by the Licensor or his authorised agent to enter into the said Licensed Premises for viewing the condition and / or repair thereof, if any. It being clearly understood and agreed by the Parties that one set of keys will at all times remain with the Licensor.
- 4.11 Not to create any mortgage, charge, or otherwise offer as security the said Licensed Premises including for the purpose

of borrowing any loan or obtaining any facility from financial institution or finance company or any third party.

- 4.12 Not to assign, sublet, transfer or otherwise part with occupation or possession of the said Licensed Premises or any portion thereof to anybody without the previous written consent of the Licensor.
- 4.13 Not to do any act or deed which may cause nuisance and annoyance to the Licensor or to the other occupants of the Society in the building wherein the said Licensed Premises is situated.
- 4.14 Not to store any hazardous or inflammable articles in the said Licensed Premises, except for items to be used for purpose of occupying and enjoying the Licensed Premises.
- 4.15 Not to effect any structural alteration to the said Licensed Premises without the prior written consent of the Licensor.
- 4.16 Not to make any claim or tenancy or sub-tenancy or any other right or title unto or in respect of the said Licensed Premises or any portion thereof in any manner whatsoever.
- 4.17 To keep indemnified the Licensor and its estates and effects against all costs, charges, losses, damages which the Licensor may suffer or incur by nature of or by any reason of rights of the Licensor being adversely affected and to reimburse to the Licensor all such costs, charges or expenses losses or damages as the case may be without any delay or default arising from non-payment or delayed payments of the said outgoings including License Fee as specified hereinabove by the Licensees.
- 4.18 To comply with the Society's rules, regulations and bye-laws as applicable to the Society's occupants including using the

resources like water with due and reasonable care especially in case of shortage.

**5. THE LICENSOR HEREBY COVENANTS WITH THE LICENSEES AS FOLLOWS:**

5.1 On the condition that the Licensees continue to pay the License Fee, electricity charges, piped gas charges and other payments hereby reserved and observe and perform other obligations on its part as contained herein, the Licensor hereby agrees and assures to the Licensees for peaceful and quiet possession of the said Licensed Premises during the License Period without any interruption or disturbance by the Licensor or by other person lawfully claiming under or in trust for him.

**6. IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:**

6.1 The Licensor has created a mortgage in respect of the Licensed Premises and shall further be entitled to create a mortgage, charge, or otherwise offer as security the said Licensed Premises for the purpose of borrowing any loan or obtaining any facility from financial institution or finance company provided that no such mortgage, charge or other security shall adversely affect the rights of the Licensees under this Agreement in any manner whatsoever during the subsistence of this Agreement and any such mortgage, charge or other security shall always be subject to the rights of the Licensees under this Agreement. Similarly, the Licensor shall also be entitled to sell, transfer and dispose off the said Licensed Premises to any prospective purchaser under intimation to the Licensees and provided that the Licensees' rights are not prejudiced or affected.

6.2 The Licensor shall not be responsible or liable for any loss, damage or destruction of any property of the Licensees or of any other person living in the said Licensed Premises nor for

any bodily injury or harm to any person in the said Licensed Premises from any cause whatever.

- 6.3 The Licensees jointly and/or severally agree to indemnify, hereby indemnify and keep indemnified, from and against suits, proceeding, costs, charges, expenses and other liabilities brought against, suffered or incurred by the Licensor by reason of any breach, non-performance or non-observance by the Licensees jointly and/or severally as the case may be of any of their respective obligations under this Agreement.
- 6.4 It is hereby distinctly agreed by and between the Parties hereto that the Licensees are not entitled to nor will they claim protection as a tenant under the provisions of the [●] or any statutory modifications or re-enactment thereof or any law or present or subsequent enactment and the Licensees are not tenants under any pretext.
- 6.5 The Licensor is in and shall during the License Period of the License continue to be in, legal constructive and juridical possession of the said Licensed Premises and a mere permission is given to the Licensees to use the said Licensed Premises for residence.
- 6.6 The Licensees shall not put up their nameplate on the said Licensed Premises or at the entrance of the building in which the said Licensed Premises is situated.
- 6.7 The License under this Agreement shall be effective from [●] , and the respective covenants of the Parties set forth herein shall be operative and effective accordingly.

## 7. TERMINATION

- 7.1 This Agreement may be terminated by either party by giving notice of [●] days to the other party only after the initial **lock in period of [●] ('Lock in Period')** expires.
- 7.2 Upon termination under clause 7.1, the Licensees shall remain liable to pay (a) the License Fees that may be due and payable to the Licensor including for the [●] days notice period and (b) the charges for electricity and piped gas consumed by the Licensees during the subsistence of this Agreement.
- 7.3 Notwithstanding anything contained hereinabove, the Licensor shall be entitled to forthwith terminate this Agreement without any notice in the event the Licensees fail to perform any of their obligations contained herein or in the event the Licensees terminate this Agreement in contravention of clause 7.1 above or vacate the said Licensed Premises before the expiry of the License Period, then in such event, the Licensees shall be liable to pay and the Licensor shall be entitled to recover the amounts (i) for the period for which the License Fees are due and payable to the Licensor and charges for electricity and piped gas consumed by the Licensees during the subsistence of this Agreement; and (ii) the License Fees of one month as and by way of penalty.
- 7.4 After the expiry of the License Period, the Security Deposit shall be refunded by the Licensor to the Licensees without any interest simultaneously on the Licensees vacating the Licensed Premises and upon the Licensees peacefully handing over vacant possession thereof after removing all their belongings from the Licensed Premises.
- 7.5 In case the Licensor does not refund for any reason the Security Deposit to the Licensees on the expiry of this Agreement, the Licensor shall be liable to pay to the Licensees interest calculated @ [●] p.a. until the Security Deposit is refunded.



- 7.6 The Licensor shall be entitled to deduct at the time of refund from the Security Deposit arrears, if any, of monthly compensation of License Fee, electricity charges or any other utility charges. The Licensor shall also be entitled to deduct at the time of refund from the Security Deposit penalty, if any.
- 7.7 Simultaneously on the expiry of the License Period or earlier termination in view of clause nos. 7.1 and 7.3 above, the Licensees shall handover the vacant and peaceful possession of the said Licensed Premises to the Licensor in the same condition as it now exists subject to normal wear and tear.
- 7.8 Upon expiry of the License Period or earlier termination in view of clause nos. 7.1 and 7.3 above, the Licensees shall remove all fittings, fixtures and other paraphernalia brought into the Licensed Premises by the Licensees. The Licensees agree and undertake that if any damage be caused to the said Licensed Premises by such removal, the damage so caused shall be repaired by the Licensees at their cost to the satisfaction of the Licensor.
- 7.6 In the event the Licensees fail to handover peaceful and vacant possession of the said Licensed Premises to the Licensor on expiry of the License Period hereof or any extension thereof or earlier determination of this Agreement, for any reason whatsoever, the Licensees shall be liable to pay penalty of Rs. [●] for every day of unauthorized occupation in addition to the pro rata monthly compensation amount of the License Fee.
- 7.7 Notwithstanding anything hereinbefore contained, it is expressly agreed and understood that in the event before the expiry of the period of the Leave and License hereby granted, any notification, amendment or modifications are made to the [●] or any other enactment is passed by the appropriate legislature granting any protection to the Licensees or dis-entitling the Licensor from removing the Licensees from the

said Licensed Premises then and in that event the Leave and License hereby granted shall be deemed to have expired on the day previous to the coming into effect of such notification, amendment or Act and in that event the Licensees shall handover vacant and peaceful possession of the Licensed Premises to the Licensor, provided however, that this is without prejudice to the other rights and remedies which the Licensor may have against the Licensees hereunder, the intention being that no right or interest of any nature whatsoever is agreed to be hereby created by the Licensor in favour of the Licensees save and except the bare license and permissive user hereby granted as is provided in the clauses herein contained, and the same would not be affected by any subsequent notification, amendment or Act.

## 8. MISCELLANEOUS

- 8.1 The Licensees hereby admit and acknowledge that it is the express intention of the Parties that the relationship of 'landlord' and 'tenant' shall not be deemed to be created hereby or otherwise between them under any circumstances whatsoever. This Agreement merely confirms bare permission or leave and license and does not create any easement or interest into or upon the said Licensed Premises or any part thereof in favour of the Licensees. It is not intended to create any lease or sub-lease or any other right, title or interest into or upon the said Licensed Premises in favour of the Licensees and the Licensees shall not claim any such right of tenancy, sub-tenancy or any other right of any nature into or upon the said Licensed Premises or any portion thereof.
- 8.2 The Leave and License hereby granted shall be governed by and shall be subject to the provisions of Section 24, read with the provisions of [●] of the [●] , and accordingly on the expiry of the leave and license hereby granted the Licensees agree that the Licensor shall be entitled to the benefits of the

provisions of the [●] or any other similar provisions that may be enacted hereafter. Provided however, in the event of the Licensees committing any breach of any of the terms and/or conditions mentioned herein and as a result the Licensor terminating the leave and license hereby granted then and in that event, notwithstanding anything herein contained, the period of the leave and license hereby fixed shall be deemed to have expired by efflux of time and the Licensor shall be entitled to take appropriate proceedings before the Competent Authority appointed under the said Act or under any law for the time being in force entitling the Licensor to adopt proceedings against the Licensees to enforce the Licensor's right under this Agreement.

- 8.3 The Parties hereto acknowledge that this Agreement supersedes all prior communication between them including all oral or written proposals. Any variation, additions and modifications of this Agreement between the Parties shall be valid only if they are in writing signed by the Parties hereto.
- 8.4 All notices between the Parties hereto shall be deemed to have been duly delivered/received if sent either by hand delivery and a written acknowledgement obtained there at or by a reputed courier service at their respective addresses mentioned hereinabove.
- 8.5 The Stamp duty and registration, in respect of this Agreement and/or any other documents in connection with the transaction shall be borne by the Licensor and the Licensees in equal proportion and the Licensees will cooperate and assist in getting this Agreement registered with the concerned authorities (including registering the Agreement with the concerned police station).

**IN WITNESS WHEREOF** the Parties hereto have hereunto set their respective hands the day and year first hereinabove written.

**SIGNED AND DELIVERED** by the

Within named **Licensor**

in the presence of:

Witness:

Name and address:

**SIGNED AND DELIVERED** by the

Within named **Licensee**

in the presence of

Witness:

Name and address:

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AND

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LEAVE AND LICENSE AGREEMENT

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Dated this \_\_\_\_\_ day of [●]

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**LICENSE PERIOD**

**FROM**

[•]

**TO**

[•]

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