

Department of Registration and Stamps

Government of Maharashtra

Token Number: XXXXXXXXXXXXX

LEAVE AND LICENSE AGREEMENT

This agreement is made and executed on [Execution Date] at Mumbai

Between,

1) **Rajesh Kumar Sharma**, PAN: **ABCDE1234F**, Age: **52 Years**, Gender: **Male**, Mobile No: **98XXXXXX01**, Residing at: **Flat B-402, Sunrise Residency, Off LBS Marg, Mulund West, Mumbai, Pin code - 400080**

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) **Amit Verma**, PAN: **ABCDE5678G**, Age: **34 Years**, Gender: **Male**, Mobile No. **98XXXXXX02**, Residing at: **House No. 21, Civil Lines, Nagpur, Maharashtra, Pin code - 440001**

2) **Priya Verma**, PAN: **ABCDE9012H**, Age: **31 Years**, Gender: **Female**, Mobile No. **98XXXXXX03**, Residing at: **House No. 21, Civil Lines, Nagpur, Maharashtra, Pin code - 440001**

HEREINAFTER called the **Licensees** (which expression shall mean and include only Licensees 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 Licensees herein are in need of temporary premises for **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 **36 months** commencing from **[Start Date]** and ending on **[End Date]**, on terms and subject to conditions hereafter appearing.

AND WHEREAS the Licensor have agreed to allow the Licensees herein to use and occupy the said Licensed premises for his aforesaid **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 Licensor hereby grants to the Licensees 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 Licensees for a period of **36 months** Commencing from **[Start Date]** and ending on **[End Date]**.

2) License Fee & Deposit: That the Licensees shall pay to the Licensor the following amount per month towards the compensation for the use of the said Licensed premises.

a) **■25,000/-(Twenty Five Thousands Only)** per month for the first 12 months,

b) **■26,250/-(Twenty Six Thousands Two Hundred Fifty Only)** per month for the next 12 months,

c) **■27,562/-(Twenty Seven Thousands Five Hundred Sixty Two Only)** per month for the next 12 months,

The amount of monthly compensation License fee shall be payable within first five days of the concerned month of Leave and License. Licensees shall also pay to the Licensor **■75,000/-(Seventy Five Thousands Only)** interest

free refundable deposit, for the use of the said Licensed premises.

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

1. Internet Banking. Amount **■75,000/- (Seventy Five Thousands Only)**, TRN No.: **XXXX**, Date: **[Payment Date]**, Bank: **Other**, Branch: **NA**

4) Maintenance Charges:

That the Licensor/s herein shall bear and pay all the maintenance charges in respect of the said Licenced Premises, and other outgoings including all rates, taxes, levies, assessment, non occupancy charges, etc..

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 Licensees for Residential purpose. The Licensees 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 Licensees at its own cost subject to normal wear and tear. The Licensees 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 Licensees 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 Licensees 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 Licensees 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 **11 months**, during which neither the Licensor shall ask the Licensees to vacate the premises, nor the Licensees shall vacate the premises on his own during the lock-in period. In spite of this mandatory clause, if the Licensees 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 Licensees for loss and inconvenience caused to the Licensees if he has been asked to vacate the premises.

11) Cancellation: That, Subject to the condition of lock in period (if any), if the Licensees commits default in regular and punctual payments of monthly compensation as herein before mentioned or commits 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 Licensees 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 Licensees shall vacate the said premises without delay with all his goods and belongings. In the event of the Licensees failing and / or neglecting to remove themselves 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 Licensees and his belongings from the Licensed premises, without recourse to the Court of Law.

13) Furniture and Appliances : The said premises is having the Furniture and Appliances mentioned in the Schedule II. The Licensees shall maintain the said Furniture and Appliances in the said premises in its existing condition and

damage, if any, caused to the said Furniture and Appliances, the same shall be repaired by the Licensees at its own cost subject to normal wear and tear.

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

SCHEDULE I

(Being the correct description of premises **Apartment or Flat** which is the subject matter of these presents)

All that constructed portion being **Residential** unit bearing

Sr.No	Item	Value
1	Type Of Unit	Apartment or Flat
2	Area of Unit	750.00 Sq.ft
3	Building Name	Sunrise Residency
4	Flat Number	A 1203
5	Floor Number	12
6	Road Name	LBS Marg
7	Address	Off LBS Marg, Mulund West, Mumbai
8	C.T.S. Number	NA,
9	Location	Mulund
10	Village	Mulund
11	Tehsil	Kurla
12	District	Mumbai Suburban and situated within the limits of Brihanmumbai Municipal Corporation
13	Pin Code	400080

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	4
2	Air Conditioner	2
3	Electric Geyser	1
4	Other	Modular Kitchen fittings, Wall to Wall Wardrobes in both bedrooms, Ceiling Lightings across the flat