

## **LEAVE AND LICENSE AGREEMENT**

THIS **LEAVE AND LICENSE AGREEMENT** ("AGREEMENT") is made and entered into at **MUMBAI** this \_\_\_\_\_ day of \_\_\_\_\_, **2023**.

### **BETWEEN**

**(1)** \_\_\_\_\_ (**PAN :** \_\_\_\_\_), age 59 Years and

**(2)** \_\_\_\_\_ (**PAN :** \_\_\_\_\_), age 37 Years, both Adults having address, \_\_\_\_\_ hereinafter called the "**LICENSORS/TENANTS**" (Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns) of the **FIRST PART**;

### **AND**

**(1)** \_\_\_\_\_ (**PAN :** \_\_\_\_\_), age 37 Years having address at 2845, Sector 38-C, Chandigarh, -160014 and **(2)** \_\_\_\_\_ (**PAN :** \_\_\_\_\_), Age \_\_\_\_ Years having address at, \_\_\_\_\_ hereinafter called the "**LICENSEES**" (Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their, executors, administrators and assigns) of the **SECOND PART**.

### **AND**

**(1)** \_\_\_\_\_ (**PAN :** \_\_\_\_\_), age \_\_\_\_ Years having address at \_\_\_\_\_, **(2)** \_\_\_\_\_ (**PAN :** \_\_\_\_\_), age \_\_\_\_ Years having address at \_\_\_\_\_ and **(3)** \_\_\_\_\_ (**PAN :** \_\_\_\_\_), age \_\_\_\_ Years having address at \_\_\_\_\_ hereinafter called the "**LANDLORDS/CONFIRMING PARTY**" (Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their executors, administrators and assigns) of the **THIRD PART**.

**WHEREAS :-**

- A)** The LICENSORS herein are seized, possessed of and otherwise well sufficiently entitled to Tenanted premises being Flat No. 396/2, admeasuring 770 square Feet Carpet area on \_\_\_\_\_ Floor, Inderdeep, Dhanpotohar Nagar, North Avenue Road, Near Rajesh Khanna Garden, Santacruz (West), Mumbai-400054 which is more fully described in Schedule herein and hereinafter called as **"SAID LICENSED PREMISES"**. The Licensors are in peaceful enjoyment thereof with clear and marketable title to the Said Licensed Premises.
- B)** The LICENSEES have requested the LICENSORS to grant a License to the LICENSEES to use and occupy the said licensed premises for a period of 12 months and the LICENSORS have agreed to give the said licensed premises on Leave & License basis along with the moveable furniture and immovable fixture to the LICENSEES and the Landlords herein confirms the such arrangement of Leave and License.
- C)** The LICENSORS have agreed to grant a license to the LICENSEES, to use and occupy the said licensed premises during the term of the license and for the compensation and upon the term and conditions hereinafter contained.

**NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-**

- 1.** This License will commence from 01.06.2023 and will automatically come to an end on 31.05.2024 i.e. for a period of 12 months. After the expiry of the said period the LICENSEES shall remove all their belongings and themselves without any delay from the said licensed premises.

2. The LICENSEES shall for due performance of this agreement shall keep security deposit with the LICENSORS a sum of **Rs.2,55,000/- (Rupees Two Lakh Fifty Five Thousand Only)** in favour of LICENSORS as deposit free from interest. The Security Deposit shall not carry any interest and shall be refunded to the LICENSEES on the expiry or sooner determination of this Agreement for any reason whatsoever, simultaneously against the LICENSEES handing over vacant possession of the said licensed premises to the LICENSORS.
3. The LICENSEES shall pay to the **LICENSORS and** Landlords during the period of License hereby granted regularly on or before 5<sup>th</sup> day of every month License fee of sum **of Rs.\_\_\_\_\_ (Rupees:\_\_\_\_\_)** per month for \_\_\_\_ months commencing from \_\_\_\_\_ which will be paid in favour of Landlords and for next 9 months i.e. from \_\_\_\_\_ which will be paid in favour of the LICENSORS as monthly License fee for the use of the said premises, subject to tax deducted at source, for the use of the said premises. If the LICENSEES delays in payment of License fee as per the aforesaid date then in that case Licensees will pay 18% interest from the date of default till payment of the aforesaid License fee, without prejudice to rights of the LICENSORS to terminate the agreement.
4. The LICENSEES shall pay regularly the charges for electricity, water, cooking gas, telephone, internet charges or any other utility charges if applicable in the licensed premises, according to bills raised by the concerned authority and handover the original paid up bills/receipts to the LICENSORS.
5. It is agreed by and between the Parties that all the maintenance charges of licensed premises and municipal taxes will be borne and paid by the LICENSORS during the tenure of this license.
6. The LICENSEES shall use the said licensed premises as a man of ordinary prudence and shall be responsible for keeping the same in

good condition and in case of damage, shall bear all costs of repairs that might be caused to the said licensed premises during the period of their occupancy.

- 7.** The LICENSEES shall not demolish or cause to demolish any part of the said licensed premises, nor at any time make or cause to be made any addition or alteration of whatsoever nature in to or upon the said licensed premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said licensed premises is situated and shall keep the portion, sewers, drains, pipes in the said licensed premises and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said licensed premises is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. Partis, or other structural members in the said licensed premises or the building.
- 8.** The LICENSEES or their family member or servants/care taker shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said land and the building in which the said premises is situated.
- 9.** The LICENSEES shall not deal with the said licensed premises in such a manner as may jeopardize the ownership interests and rights of the LICENSORS.
- 10.** The LICENSORS shall not be responsible or liable for any articles, goods/materials or things or that may be kept in the said licensed premises by the LICENSEES on account of theft, burglary, riots, rats or for any other reason whatsoever and such articles, goods and things so kept in the said licensed premises shall remain there at the sole risk of the Licensees.

- 11.** Not Withstanding anything contained herein, if at any time during the period of this Agreement the said licensed premises cannot be used for the purpose of residence by reasons of a war, hostility, fire, earthquakes, floods or any other acts of god, epidemics, restrictions, in compliance with regulations, orders or instructions of any Central, State, Municipal or local and/or other regulatory authorities/bodies for any other reason whatsoever not attributable to the own default of the Licensees, the Licensees shall have the right to terminate this Agreement by giving 30 days notice in writing. In such an event the LICENSORS shall return the Security Deposit to the LICENSEES after deducting the unpaid dues.
- 12.** The LICENSEES shall not use the said licensed premises in such a manner so as to cause any nuisance, annoyance, trouble or inconvenience to neighbouring tenants and/or owners.
- 13.** In the event of the Licensees committing breach of any of terms and conditions of this agreement or in the event of there being any objection from any authority or the society, the LICENSORS are entitled to terminate this Agreement by giving the LICENSEE 30 days notice in writing indicating the breach and allowing the licensees to rectify the breach in 30 days. In the event of the breach or objection complained of in such notice not being substantially remedied by the LICENSEES within the 30 days from the date of receipt of the notice this License shall automatically stand terminated on the expiry of the 30 days after the receipt of the notice and the LICENSORS shall be entitled to call upon the LICENSEES to remove themselves and their family members or servants/care taker along with their articles and effects from the said licensed premises and the LICENSORS shall simultaneously return the security deposit after deducting the unpaid dues.
- 14.** The LICENSEES shall be given the keys of the said licensed premises to the LICENSORS during the period of this Agreement. With a view to

check the said licensed premises the LICENSORS shall be entitled to visit and inspect, only during day time, the said licensed premises or any part thereof, and the LICENSEES shall not hinder or obstruct the LICENSORS from visiting and inspecting the said licensed premises.

- 15.** The LICENSEES shall not claim tenancy or sub-tenancy rights in the said licensed premises and nothing in this agreement shall be deemed to have created any tenancy or sub-tenancy rights in the said licensed premises. The said License will be governed by the provisions of The Maharashtra Rent Control Act, 1999 as amended till date.
- 16.** This Leave and License is granted on the express understanding and it is intended between the parties that nothing herein shall be deemed to constitute or create a tenancy or a lease or any right or interest or transfer under the provisions of Section 105 of the Transfer of Property Act, 1882 whatsoever in the part of the said licensed premises. It has also been expressly understood and agreed by the Licensees that a bare license under Section 52 of the Indian Easement Act, 1882 is hereby granted to them as LICENSE to enter into and make use of the Said licensed Premises.
- 17.** The LICENSEES hereby agree to indemnify the LICENSORS and save them harmless from all claims, damages, actions, costs and charges to which the LICENSORS may become subject to or which they may have to pay or be held liable by reason of act of negligence, commission, omission, non-performance or non-observation of any of the terms and conditions of this License or otherwise by the said LICENSEES.
- 18.** The LICENSEES shall not carry out any additions, alterations or repairs of whatsoever nature to or in the Said licensed Premises without obtaining prior permission in writing from the LICENSORS for the same. The LICENSEES shall at their own cost be entitled to carry out any renovation repair and interior work in the licensed premises only after obtaining prior consent in writing from the LICENSORS. Day to day

repair jobs such as flow out plumbing leaks and other minor repairs etc.; shall be effected by the Licensees at their own costs and any major repairs, either structural or to electric or water supply or painting work, shall be attended to by the LICENSORS.

- 19.** It is agreed by both the parties that at the time of vacating the said licensed premises there will be a joint inspection and survey conducted in the presence of both the parties for assessing the condition of the said licensed premises and the furniture incase there is detoriation of the said licensed premises and the furniture more than the ordinary wear and tear then the LICENSEES shall get the said licensed premises restored to its proper original condition as per the specification of the LICENSORS otherwise the LICENSORS shall be entitled to restore the said licensed premises as per the original specification at the cost of the LICENSEES which will be deducted from the Security deposit paid by the LICENSEES.
- 20.** Nothing contained in these presents shall confer upon the LICENSEES any exclusive right of any entry into or upon the Said licensed premises. The LICENSEES shall have Concurrent right of effect to go and be upon the Said licensed premises. Nothing herein contained shall be construed to the effect that the LICENSORS have given exclusive possession of the Said licensed Premises to the LICENSEES. The LICENSEES agrees and undertake not to indulge in any illegal activities in the said licensed premises. The LICENSEES further agrees and undertakes to keep the said Premises clean and shall observe the Rules and Regulations of all the concerned authorities and shall indemnify the LICENSORS against any damages/litigations arising out of their act of Non-Compliance of the same.
- 21.** The LICENSEES shall not bring in any outsider to use and/or reside at the said premises or to sleep in the night and shall use the said

premises for themselves and their family members or servants/care taker only.

- 22.** The LICENSEES shall not be entitled to let, sublet assign fully or partly the said licensed premises to any third party or part with the possession of the licensed premises on any basis to any persons on doing so this agreement shall automatically come to an end and the LICENSEES shall immediately handover the vacant possession of the said premises to the LICENSORS.
- 23.** The LICENSEES shall use the said licensed premises strictly for residential purpose only for themselves and their family members or servants/care taker only.
- 24.** The LICENSEES shall not use and/or utilise the said licensed premises for storing any illegal materials and/or for any illegal purposes.
- 25.** Both the Licensors and the Licensees shall have the right to terminate the agreement by giving a notice of 30 (Thirty) days to the other party. Any notice intended to be given to the parties hereto by each other shall be deemed to be properly and validly given if it is delivered to or sent by Registered Post or hand delivery, duly acknowledged to the respective addresses of the parties as mentioned in the Agreement.
- 26.** It is agreed that the said LICENSEES shall be liable to pay the LICENSORS a sum of Rs.10,000/-(Rupees: Ten Thousand only) per day by way of liquidated damages in addition to the agreed monthly License fee if the LICENSEES fails to vacate the said licensed premises on or before 31.05.2024 or its earlier termination of the Leave and License Agreement till the date of handing over vacant and peaceful possession of the said licensed premises. Further, the LICENSORS shall be entitled to deduct the said liquidated damages out of the said Security Deposit lying with the LICENSORS.



- 27.** In the event of any variation, amendment or modification taking place in regard to the present legislation pertaining or affecting any type of the premises or part of this licensed premises held on leave and license basis, or in the event if the grant of leave and license be prohibited or be regarded as amounting to letting, sub-letting or under letting to transfer or be made subject to the existing Rent Control Act or any such or similar new legislation notification or order affecting or altering the present rights or remedies of the LICENSORS under the law and under this agreement the leave and license hereby granted shall automatically and ipso facto stand terminated and the said licensed premises is deemed vacated and possession handed over to the LICENSORS on the occurrence of any such event and such termination shall be deemed to have occurred and be effective on and from a day prior to the coming into operation of any of the above referred events and/or changes.
- 28.** The LICENSEES shall abide by the laws and acts enacted or enforced by the government from time to time and the LICENSORS will not be liable or responsible for the claims, actions arising out of the said acts and consequences of the said acts in which the LICENSEES may be prosecuted by various authorities. Further, if the LICENSEES are prosecuted for the aforesaid acts by the various authorities concerned including the police then the LICENSORS will have liberty to terminate the said license immediately without any further notice.
- 29.** It is hereby agreed by and between the LICENSORS and LICENSEES that the LICENSORS shall get this Leave and License Agreement registered with the Competent Authority as required under the Maharashtra Rent Control Act, 1999.
- 30.** This Leave and License Agreement shall be governed by the provisions of the New Maharashtra Rent Control Act, 1999 and the Indian Contract Act, 1872.

- 31.** It is agreed by and between the LICENSORS and LICENSEES, that the LICENSORS shall be entitled to sell or dispose off the said licensed premises to any third party during the tenure of the License with prior intimation of 30 days to the LICENSEES to vacate the said licensed premises.
- 32.** It is agreed by and between the LICENSORS and LICENSEES, that the LICENSEES shall get this Leave and License Agreement registered with the Sub-Registrar of Assurances. Further, the LICENSORS and LICENSEES shall bear the cost of stamp duty, registration charges, the professional fees of Solicitors & Advocates engaged in drafting and compliance of registration of the said Agreement in equal proportion.
- 33.** That the original Leave and License Agreement shall be kept by the LICENSORS and the copy with the LICENSEES.
- 34.** The parties acknowledge, declare and confirm that this Agreement represents the entire Agreement between them regarding the subject matter hereof and no alterations, additions or modifications hereto shall be valid and binding, unless the same are reduced in writing and signed by both the parties.
- 35.** The LICENSORS and the LICENSEES have read and understood the terms and conditions of this Leave and License Agreement and are executing this Leave and License Agreement under their proper presence of mind.
- 36.** This Agreement shall be governed by and construed in accordance with the laws of India and subject to the sole jurisdiction of Mumbai Court.

**THE SCHEDULE OF THE LICENSED PREMISES**

Bearing \_\_\_\_\_ the Registration District  
Mumbai and Sub-District Mumbai Suburban.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR  
HANDS ON THE DAY AND THE YEAR FIRST HEREIN ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED )

By the withinnamed "LICENSORS" )

\_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_ )

In the presence of )

1. )

2. )

SIGNED, SEALED AND DELIVERED )

By the withinnamed "LICENSEES" )

\_\_\_\_\_ )

\_\_\_\_\_ )

In the presence of )

1. )

2. )

SIGNED, SEALED AND DELIVERED by the )  
withinnamed "LANDLORDS/CONFIRMING PARTY")

)

)

)

In the presence of )

1. )

2. )

**RECEIPT**

Received from the within named LICENSEES i.e.\_\_\_\_\_, the sum of  
**Rs.**\_\_\_\_\_ (\_\_\_\_\_) in respect of grant of leave and license of Flat –  
\_\_\_\_\_as and by way of  
Security deposit without any interest.

WE SAY RECEIVED,

\_\_\_\_\_

\_\_\_\_\_

(LICENSORS)

Witnesses :-

1.

2.

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**Dated This \_\_\_\_ Day of \_\_\_\_\_, 2023**

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\_\_\_\_\_

\_\_\_\_\_

.....LICENSORS

**AND**

\_\_\_\_\_

\_\_\_\_\_

.....LICENSEES

**LEAVE AND LICENSE AGREEMENT**

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