

Draft of the LEAVE AND LICENCE AGREEMENT

Made and executed on ---- (1) ----at ---- (2) ----, between, ------(3)-----, Age : About ----(4)---- Years, Occupation : -----(5)----- Residing at : -----(6)----- (6A) PAN:------(6B)UID:----- HEREINAFTER called 'the Licensor/s' (which expression shall, mean and include the Licensor/s above named as also his/her/their respective heirs, successors, assigns, executors and administrators) AND
------(7)----- Age : About ---(8)-- Years, Occupation : -----(9)----- ,Residing at : -----(10)----- (10A) PAN:------(10B)UID:----- HEREINAFTER called 'the Licensee/s' (which expression shall mean and include only Licensee/s above named).
WHEREAS the Licensor/s is/are absolutely seized and possessed of and or otherwise well and sufficiently entitled to all that constructed portion being unit described in Schedule 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 Licence basis under Section 24 of the Maharashtra Rent Control Act, 1999
AND WHEREAS the Licensee/s herein is/are in need of temporary premises for his/her/their -----(10C)----- use has/have approached the Licensor/s with a request to allow

the Licensee/s herein to use and occupy the said premises on Leave and License basis for a period of ---- (11) ----- Months commencing from --- (12) ----- and ending on ----- (13) ---, on terms and subject to conditions hereafter appearing

AND WHEREAS the Licensor/s has/have agreed to allow the Licensee/s herein to use and occupy the said Licenced premises for his/her/their 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) That the Licensor/s hereby grants to the Licensee/s herein a revocable leave and licence, to occupy the Licensed Premises, described in Schedule hereunder written without creating any tenancy rights or any other rights, title and interest in favour of the Licensee/s for a period of ---- (11)----- Months commencing from ---(12)----- and ending on -----(13)----,

2.1) That the Licensee/s shall pay to the Licensor/s ----- (14) ----- per month towards the compensation for the use of the said Licenced premises. This amount shall be payable within first five days of the concerned month of Leave and Licence

2.2) That the Licensee/s shall pay to the Licensor/s ----- (14) ----- per month towards the compensation and Rs----- (15)----- interest free refundable deposit for the use of the said Licenced premises. The amount of monthly compensation shall be payable within first five days of the concerned month of Leave and Licence

2.3) That the Licensee/s shall pay to the Licensor/s ----- (14) ----- per month towards the compensation and Rs----- (16)----- non-refundable deposit/premium for the use of the said Licenced premises. The amount of monthly compensation shall be payable within first five days of the concerned month of Leave and Licence

*2.4) That the Licensee/s shall pay to the Licensor/s towards the compensation Rs------(16)-----
-non-refundable deposit/premium for the use of the said Licenced premises*

3) (a) That the Licensee/s has/have paid / shall pay the above mentioned deposit/premium as mentioned above by Cheque No. ------(17.1)-----, dated -(18.1)-----, drawn on the Licensee's Banking Account with ------(19.1)----- Bank, ------(20.1)----- Branch.

3) (b)The refundable deposit shall be refunded by the Licensor/s to the Licensee/s at the time of vacation of the said Licenced premises at the end of the period or at the time of cancellation of the agreement as the case may be, after deducting any outstanding monthly compensation, maintenance charges or any type of outgoings to be born by the Licensee/s.

4.1) 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 Licensor/s.

4.2) That the Licensee/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. in respect of the said premises shall be paid by the Licensor/s.

5)That the Licenced premises shall only be used by the Licensee/s for the purpose of ------(10C)----- The Licensee/s 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/s at its own cost subject to normal wear and tear. The Licensee/s 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/s in respect of said premises or shall not do any unlawful activities prohibited by State or Central Government .

6)That the Licensee/s 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/s.

7)That the Licensee/s shall not claim any tenancy right and shall not have any right to transfer, assign, sublet or grant any licence or sub-licence in respect of the Licenced Premises or any part thereof and also shall not mortgage or raise any loan against the said premises.

8)That ,the Licensor/s shall on reasonable notice given by the Licensor/s to the Licensee/s shall have a right of access either by himself /herself /themselves or through authorized representative to enter, view and inspect the Licenced premises at reasonable intervals

9)That, if the Licensee/s commit/s default in regular and punctual payments of monthly compensation as herein before mentioned or commit/s breach of any of the terms, covenants and conditions of this agreement or if any legislation prohibiting or restricting the Leave and Licence is imposed or impounding, the Licensor/s shall be entitled to revoke and / or cancel the Licence hereby granted, by giving one month's notice in writing and the Licensee/s too will have the right to vacate the said premises by giving a notice in writing of one month to the Licensor/s as mentioned earlier

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

11) Miscellaneous:

12) 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 Licensor/s.

SCHEDULE

(Being the correct description of Flat which is the subject matter of these presents)

All that constructed portion being residential unit bearing –(21)-- No. (21A)---, admeasuring about ----(22)----- (22A). built-up situate on the –(23)----- Floor of a Building No. –(24)----- known as ‘-----’(25)-----’ standing on the said plot of land bearing --- --(26)---.No. –(27), Hissa No. ----(28)-----, of Village: (29)-----, situate within the revenue limits of Tahasil -----(30)----- and Dist ----(31)----- and situate within the limits of – (32)-----Municipal Corporation.

THE FOLLOWING PART WILL BE ANNEXED TO THE FINAL DOCUMENT AFTER PARTIES, EXECUTION-CUM-ADMISSION AND IDENTIFICATION

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signatures by way of putting thumb impression/ Digital signature or electronic signature hereunto in the presence of witnesses within signed , , on the day, month and year first above written.

Licensor/s	-----(3)-----			signature
Licensee/s	------(7)-----			signature
Witness of execution	Name: (34.1) Adress: (35.1)			signature

	UID: (36.1)			
Witness of execution	Name: (34.2) Address: (35.2) UID: (36.2)			signature

(Note: To understand which clause/field is compulsory or to understand what data is to be filled in which field, kindly go through the table II below)

LEAVE AND LICENCE AGREEMENT

Cl.no	Title	Clause	Compulsory /Optional	The data to be filled in
--	---	Made and executed on ----(1)----at ----(2)----, Between,	Compulsory	(1) Date of execution (2) Location
--	Name and details of Licensor	------(3)-----, Age : About -----(4)---- Years, Occupation : -(5)-----Residing at : ----(6)----- (6A) PAN:------(6B)UID:----- HEREINAFTER called ‘the Licensor/s’ (which expression shall mean and include the Licensor/s above named as also his/her/their respective heirs, successors, assigns, executors and administrators) AND	Compulsory	Licensor’s details (3) name (4) age (5) Occupation (6) Address (6A) PAN (Number) (6B) UID (Number)

--	Name and details of Licensee	------(7)----- Age : About ---(8)-- Years, Occupation : -----(9)-----,Residing at : -----(10)--- (10A) PAN:------(10B)UID:----- HEREINAFTER called 'the Licensee/s' (which expression shall mean and include only Licensee/s above named).	Compulsory	Licensee's details (7) name (8) age (9) Occupation (10) Address (10A) PAN (Number) (10B) UID (Number)
1.		WHEREAS the Licensor/s is/are absolutely seized and possessed of and or otherwise well and sufficiently entitled to all that constructed portion being unit described in Schedule 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 Licence	Compulsory	Nil
2		AND WHEREAS the Licensee/s herein is/are in need of temporary premises for his/her/their -----(10C)----- use has/have approached the Licensor/s with a request to allow the Licensee/s herein to use and occupy the said premises on Leave and License basis for a period of ----- (11) ----- Months commencing from --- (12) ----- and ending on ----- (13) ---, on terms and subject to conditions hereafter appearing	Compulsory	(10C) Residential/ Commercial (11) period in months (12) Starting date (13) Ending date
3		AND WHEREAS the Licensor/s has/have agreed to allow the Licensee/s herein to use and occupy the said Licenced premises for his/her/their aforesaid -----(10C)----- purposes only, on Leave and License basis for above mentioned period ,on terms and subject to conditions hereafter appearing;	Compulsory	nil
4		NOW THEREFORE IT IS HEREBY AGREED TO, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-	Compulsory	nil
4.1	Period	1) That the Licensor/s hereby grants to the Licensee/s herein a revocable leave and licence, to	Compulsory	(11) period in months

		occupy the Licensed Premises, described in Schedule hereunder written without creating any tenancy rights or any other rights, title and interest in favour of the Licensee/s for a period of ---- (11)----- Months commencing from ---(12)----- and ending on -----(13)----,		(12)Starting date (13)Ending date (14) Amount of Licence fee per month
4.2	Rent & Deposit	2.1) That the Licensee/s shall pay to the Licensor/s ----- (14) ----- per month towards the compensation for the use of the said Licenced premises. This amount shall be payable within first five days of the concerned month of Leave and Licence	One of the 2.1, 2.2,2.3 or 2.4 is compulsory	(14) Amount of Licence fee per month
		2.2) That the Licensee/s shall pay to the Licensor/s ----- (14) ----- per month towards the compensation and Rs------(15)----- interest free refundable deposit for the use of the said Licenced premises. The amount of monthly compensation shall be payable within first five days of the concerned month of Leave and Licence		(14) Amount of Licence fee per month (15) Amount of interest free refundable deposit
		2.3) That the Licensee/s shall pay to the Licensor/s ----- (14) ----- per month towards the compensation and Rs------(16)-----non-refundable deposit/premium for the use of the said Licenced premises. The amount of monthly compensation shall be payable within first five days of the concerned month of Leave and Licence		(14) Amount of Licence fee per month (16) Amount of non-refundable deposit/premium
		2.4) That the Licensee/s shall pay to the Licensor/s towards the compensation Rs------(16)-----non-refundable deposit/premium for the use of the said Licenced premises		(16) non-refundable deposit/premium
4.3	Payment of Deposit	3) (a) That the Licensee/s has/have paid / shall pay the above mentioned deposit/premium as mentioned above by Cheque No. i)------(17.1)----, dated -(18.1)-----, drawn on the Licensee’s Banking Account with ------(19.1)----- Bank, ------(20.1)----- Branch, and ii) ----- (17.2) ----, dated – (18.2) -----, drawn on the Licensee’s Banking Account with ------(19.2)----- Bank, ------(20.2)----- Branch.	Applicable only, If 2.2/2.3/2.4 of the above is selected, then after also optional, The (ii) is to be used ,if required	(17) Cheque_No, (18) Date of Cheque (19) Name of Bank (20) Branch name

	Refund of deposit	3) (b)The refundable deposit shall be refunded by the Licensor/s to the Licensee/s at the time of vacation of the said Licenced premises at the end of the period or at the time of cancellation of the agreement as the case may be, after deducting any outstanding monthly compensation, maintenance charges or any type of outgoings to be born by the Licensee/s.	Applicable only, If 2.2 of the above is selected	
4.4	Maintenance charges	4.1) 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 Licensor/s. 4.2) That the Licensee/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. in respect of the said premises shall be paid by the Licensor/s.	One of the 4.1 & 4.2 is Compulsory	Nil
4.5	Use	5)That the Licenced premises shall only be used by the Licensee/s for the purpose of -----(10C)- ----- The Licensee/s 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/s at its own cost subject to normal wear and tear. The Licensee/s 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/s in respect of said premises or shall not do any unlawful activities prohibited by State or Central Government .	Compulsory	Nil
4.6	Alteration	6)That the Licensee/s 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/s.	Compulsory	Nil
4.7	No tenancy	7)That the Licensee/s shall not claim any tenancy right and shall not have any right to transfer, assign, sublet or grant any licence or sub-licence in respect of the Licenced Premises or any part thereof and also shall not mortgage or raise any loan against the said premises.	Compulsory	Nil

4.8	Inspection	8)That ,the Licensor/s shall on reasonable notice given by the Licensor/s to the Licensee/s shall have a right of access either by himself /herself /themselves or through authorized representative to enter, view and inspect the Licenced premises at reasonable intervals	Compulsory	Nil
4.9	Cancellation	9)That, if the Licensee/s commit/s default in regular and punctual payments of monthly compensation as herein before mentioned or commit/s breach of any of the terms, covenants and conditions of this agreement or if any legislation prohibiting the Leave and Licence is imposed ,the Licensor/s shall be entitled to revoke and / or cancel the Licence hereby granted, by giving one month's notice in writing and the Licensee/s too will have the right to vacate the said premises by giving a notice in writing of one month to the Licensor/s as mentioned earlier	Compulsory	Nil
4.10	Possession	10)That the immediately at on the expiration or termination or cancellation of this agreement the Licensee/s shall vacate the said premises without delay with all his /her /their goods and belongings. In the event of the Licensee/s failing and / or neglecting to remove himself / herself / themselves and / or his/her/their articles from the said premises on expiry or sooner determination of this Agreement ,the Licensor/s shall be entitled to recover damages at the rate of double the daily amount of compensation per day and or alternatively the Licensor/s shall be entitled to remove the Licensee/s and his / her /their belongings from the Licenced premises, without recourse to the Court of Law .	Compulsory	Nil
4.11	Miscellaneous	------(20A)-----	Optional	(20A)The parties can write any other term/s and condition/s as per their requirement
4.12	Registration	11)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 Licensor/s.	Compulsory	Nil

5	Property	<p style="text-align: center;">SCHEDULE</p> <p style="text-align: center;">(Being the correct description of Flat which is the subject matter of these presents)</p> <p>All that constructed portion being residential unit bearing -(21)-- No. (21A)---, admeasuring about ----(22)----- (22A). built-up situate on the -(23)----- Floor of a Building No. -(24)----- known as ‘------(25)-----’ standing on the said plot of land bearing ----(26)---.No. -(27), Hissa No. -----(28)-----, of Village: (29)-----, situate within the revenue limits of Tahasil -----(30)----- and Dist -----(31)----- <i>and situate within the limits of -(32)-----Municipal Corporation.</i></p>		Compulsory	(21) Flat/shop/office (any one of them) (21A) Number of that unit (22)Area (22A) unit 23)Floor number 24)Building number (if any) (25) Name of Building (if any) 26) Attribute type (CTS/Survey No) (27) Attribute number (28) Hissa Number (if any) (29) Name of Village (30) Name of Tahasil (31) name-me of Dist (32) Name of Municipal Corporation. (All italic words are applicable if corporation)	
6		IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signatures by way of putting thumb impression/ Digital signature or electronic signature hereunto in the presence of witnesses within signed , who are identifying the executants ,on the day, month and year first above written.		Compulsory	Nil	
7	Execution	Licensor/s	------(3)-----	signature	Compulsory	(3) Name of the Licensor/s (7) Name of the Licensee/s

		Licensee/s	------(7)-----		signature		
8	Witness	Witness of execution (33.1)---	Name: (34.1) Adress: (35.1) UID: (36.1)		signature	Compulsory	Details of the Witness (34): Name (35): Address (36): UID
		Witness of execution -- (33.2)---	Name: (34.2) Address: (35.2) UID: (36.2)		signature	Compulsory	