

LEAVE AND LICENCE AGREEMENT

**THIS AGREEMENT OF LEAVE AND LICENCE, ENTERED INTO ON THIS _____ DAY
OF _____ '2012, AT PUNE.**

BETWEEN

Age : _____ Yrs, Occ : _____
R/at : _____

....Hereinafter referred to as "**THE LICENSORS**". (Which expression shall unless it be repugnant to the context and meaning thereof shall mean and include they themselves, his/her/their heirs, successors, representatives, assigns, executors, etc..)

.....**PARTY OF THE FIRST PART**

AND

Age : _____ Yrs, Occ : _____
R/at : _____

....Hereinafter referred to as "**THE LICENSEE**".
(Which expression unless it be repugnant to the context and meaning thereof shall mean and include her heirs, agents, representatives, administrators, executors, assigns, etc.)

.....**PARTY OF THE SECOND PART**

DESCRIPTION OF THE PROPERTY

A self-contained premises, consisting of one living room Hall, one Kitchen and ____ Bedroom/s and ____ Toilet Bathroom bearing Flat/Apartment No. _____ totally admeasuring about _____ sq. fts. Approximately [alongwith the fixtures, fittings and electric equipments as mentioned in Schedule `A' hereunder] on the ____ floor, in Building known as _____ constructed on S.No. _____, _____ which is within the limits of Pune Municipal Corporation and also with the limits of Sub-Registrar, Haveli, Pune:-

Together with all the hereditaments, appurtenances, and easementary rights attached thereto.

.....hereinafter referred to as "**THE SAID FLAT/PROPERTY**"

WHEREAS, the Licensors herein are the owners of the said property described above and is in full and absolute use and enjoyment and possession of the said property.

AND WHEREAS, the Licensors at present does not require the said premises for immediate purpose of occupation and the said Property is likely to remain idle and without use for a temporary period.

AND WHEREAS, the Licensors were therefore desirous of giving the said Property described above, on Leave And License to a party who would be willing to take the same on Leave And License for a short duration.

AND WHEREAS, the Licensee herein was in search of a temporary accommodation for themselves in the area of Pune. That, the Licensee, therefore, upon the knowledge of the said desire of the Licensor, approached the Licensor with the request to grant him the said premises mentioned above on Leave And License Basis for the period of 11 **Months**, commencing from _____ to _____, for the purpose of their residence temporarily.

AND WHEREAS, upon the negotiations, the Licensors have agreed to give the said Property described above to the Licensees, on Leave and License basis, for the period of 11 **Months commencing from** _____ to _____, on certain terms and conditions as mentioned below:-

NOW THEREFORE THIS AGREEMENT OF LEAVE AND LICENSE WITNESSTH AS UNDER:-

- 1] In consideration of the stipulations hereinafter described and the strict observance of the terms and conditions on the part of Licensee, the Licensor hereby grant the permission to the Licensee to use the said property described above along with the fixtures and fittings in the said property, **for a period of 11 Months on Leave And License Basis**. That the said period of License shall commence **from** _____ to _____,
- 2] The Licensors have agreed to give the said premises on License basis along with the fixtures, fittings and electric equipments as mentioned in the **Schedule `A'** written hereunder, to the said agreement. That, all the said items of fixtures and furniture are in good and working condition and the Licensee is permitted is use the same subject to maintaining the same in good and working condition during the subsistence of the License.
- 3] The Licensee here by has agreed to pay the **License fees of Rs. _____/- (Rs. _____ Only)** every month payable in advance.
That, the Licensee shall pay the said License Fee amount for permissive use of the said flat and for fixtures and furniture, on or before ____th day of every calendar month, either in Cash or by draft/cheque.
- 4] **Deposit cum caution money:** That, the Licensee has also agreed to keep the Deposit Cum Caution Money of **Rs. _____/- (Rs. _____ Only)** with the Licensor during the subsistence of the present agreement. That, accordingly, on or before execution of this Agreement, the Licensee has deposited an interest free amount of Rs _____ **(Rs _____ Only)** by Chque No. _____, Drawn on _____, Dated _____ by Licensee to the Licensor.

That, in case, it is found that, any damage, loss or destruction to any of the items of fixtures and furniture as mentioned in the Schedule 'A' written hereunder, has occurred during the subsistence of License Agreement, then the Licensor shall get the proportionate amount of the same deducted from the Deposit Cum Caution Money amount and shall return the remaining upon the Licensee vacating the said premises. That the said Deposit cum caution money shall not carry any interest.

- 5] **Taxes and Maintenance charges:** The Licensor shall pay the Property Taxes, Water Taxes/charges to Pune Municipal Corporation and also the monthly maintenance charges of the said property, to the concerned Authority. That however the present water charges are increased then the enhanced water tax shall be, born by the Licensor alone.
- 6] **Earlier Termination of the Agreement:** That either party can terminate the said Agreement by serving One month's Advance written Notice to the other Party and there after the said agreement shall be treated to be canceled and upon vacation of the premises by the Licensee, the Licensor shall return the deposit cum caution money, paid by the Licensee.
- 7] **OBLIGATIONS OF THE LICENSEE:**
- a] That, the Licensor has permitted the Licensee to use the said property on as it as condition and accordingly the Licensee has agreed for the same. It is mutually agreed that, the Licensee shall keep and maintain the said property alongwith the fixtures and fittings and furniture therein in good and clean condition and shall not make any structural or major alterations or any additions in the said property. That, if any additions or alterations is required to be carried out then in that case, the Licensee may at her own cost, carry out the required repairs and/or alterations with the prior written consent of the Licensor in this respect and the Licensor in that case shall not bear any expenses for the same.
- b] That, the Licensees have further agreed to pay the electricity charges during the subsistence of the License period for the electricity consumed by them, while in use of the said property, as Licensees.
- c] That, the Licensees further agrees that, the Licensees shall use the said property strictly for residential purpose, as already mentioned above and shall not grant any Sub-License to any other person and shall not keep any other persons in its place.
- d] The Licensees agree that, the Licensor shall always have the right to enter in the said property at any time and to inspect the same, with one days prior notice and upon completion of the said License period, the Licensor shall get every right to enter in the said property and occupy the same and to remove the Licensee from the said premises without any recourse of law.

- e] The Licensee shall not use any area other than the area of the said property and parking space on the ground floor for any purpose whatsoever. It is expressly agreed by the Licensee that no area other than the area of the property is subject of this License.
- f] That, the Licensee shall not store any goods in the passages, staircase, landing or any other part of the building on which the building is constructed.
- g] That, the Licensees shall not store any dangerous or hazardous articles in the said property. That, during the subsistence of the period of License, the Licensees shall not cause any nuisance or annoyance to the adjoining neighbors.
- h] That, if any damage by way of any breakage or destruction of any of the fixtures, fittings or any other articles or to any portion of the Licensed premises is caused by the Licensee directly or indirectly, during the subsistence of the present agreement, the Licensor shall automatically get the right to get the same reimbursed from the deposit which has been kept by the Licensee.
- 8] That, the Licensor shall have physical as well as juridical possession and full control over the said property and the Licensee has to adhere to the terms of the said agreements and the instructions given by the Licensor to the Licensee from time to time during the subsistence of the said agreement.
- 9] It is specifically agreed by and between the parties that, by the present agreement no relationship of Landlord and Tenant is created.
- 10] Breach by Licensee: That, in case the Licensor finds the Licensee committing any breach of the above conditions of License Agreement and also if any the Licensee fails to pay the License fees and or any dues are found to be paid by him, the Licensor shall be entitled to terminate the said License and then the Licensee shall not be entitled to claim any relief of whatsoever nature by virtue of this present, the Licensor may return the amount of Security Deposit Cum Caution Money, after deducting the damages caused to its premises. That, the said amount shall be returned at the time of the Licensee vacating the said premises.

SCHEDULE `A`

List of Fittings & Fixtures

IN WITNESS WHEREOF, THE PARTIES HAS SIGNED BELOW ON THE DAY AND DATE MENTIONED FIRST HEREINABOVE.

LICENSORS

LICENSEE

WITNESS :-

1] SIGN :
NAME :
ADDRESS :

2] SIGN :
NAME :
ADDRESS :