Agreement of leave and license

This agreement of leave and license made at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2006.

# Between

Name : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Age : 31 years, Occ : Service,

Permanent

Address : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hereinafter referred to as the “**LICENSOR**” (which expression unless repugnant to the context of meaning thereof shall mean and include his heirs, executors, nominees and legal representatives etc.)

**… party of the first part**

## And

Name : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Age : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

Permanent

Address : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hereinafter referred to as the “**LICENSEE**” (which expression unless repugnant to the context of meaning thereof shall mean and include his heirs, executors, nominees and legal representatives etc.)

**… party of the second part**

 whereas, the Licensor owns and possess Flat No. 3\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and more particularly described in Schedule – I.

and whereas, the Licensee is serving and come to Pune on project and is in need of residential premises for temporary period.

and whereas, the Licensee contacted the Licensor and requested
to allow him to use and occupy his flat with Hall, Dining, two bathrooms,
3 B/R, one kitchen, admeasuring about 1250 sq.ft. in a building constructed on Plot No. \_ , out of S. No.\_\_\_\_\_in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on leave and licence basis for a period of eleven months.

and whereas, the Licensor agreed to allow the Licensee to use and occupy said premises on first floor, hereinafter referred to as “Licensed Premises” on terms and conditions, which are mentioned herein below.

Now this agreement witnessth and it is hereby agreed to by and between the parties as follows :

1. The Licensor has permitted to the Licensee to use and occupy his Licensed Premises admeasuring 1250 sq.ft. for temporary period of 11 (Eleven) months only commencing from 01.09.2005 on leave and license basis.
2. The Licensee shall pay to the Licensor a monthly compensation of Rs.11,000/- (Rs. Eleven Thousand Only) on or before 6th day of every month according to the English Calendar towards the compensation for the permissive user of the licensed premises. The failure of the Licensee to pay the monthly compensation
for two consecutive months shall amount to the breach of Agreement. The Licensee has in addition issued D.D. No. \_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_ in favour of the Licensor drawn on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank of Rs.90,000/- (Rs. Ninety Thousand Only) as a security deposit towards the performance of this agreement, which shall be refundable on termination of this agreement without any interest. It is further agreed between the parties that the Licensor shall return the said security deposit without interest, but subject to any deductions
that may be made therefrom for any amount that may be due by
the Licensee to the Licensor. The Licensor hereby acknowledges the receipt of the said D.D. No. \_\_\_\_\_\_\_\_\_\_\_ towards security deposit.
3. The Licensee shall pay for the M.S.E.B. monthly charges through the Licensor. The Municipal taxes in respect of the licensed premises shall be paid by the Licensor. Maintenance charges of Madhav Memory Apartment shall be paid by Licensor.
4. It is hereby specifically agreed that the period of license shall be 11 months only commencing from \_\_\_\_\_\_\_\_\_\_\_\_ and after the expiry of the said period of the license, the Licensee shall vacate the said premises without causing any damage to the licensed premises and in good condition.
5. The Licensee shall use the said premises for his residential purpose only.
6. The Licensee shall not cause any damage, alteration or addition of nay nature in the licensed premises during use and occupation of the licensed premises.
7. It is specifically agreed that the Licensee shall not have any sort of interest in the license premises and shall not claim tenancy or any other right, title or interest of whatsoever nature in the licensed premises. The Licensee is only allowed to use the licensed premises as a permissible user and as a Licensee for residential purpose limited to eleven months only. It is further agreed that the Licensee shall not grant sub-license to any other person and shall not keep any other person in place or instead of him.
8. The Licensee shall not cause any nuisance or annoyance to the people in a neighbourhood or store any hazardous goods on the premises.
9. The Licensor shall have duplicate key of the license premises.
10. The Licensor shall have a right to inspect the license premises on any day during day time and the Licensee shall have no right to obstruct the Licensor or any of their authorised persons from taking inspection of the said premises.
11. The Licensee shall not assign, handover or otherwise allow any other person to use and occupy the said premises or any part thereof at any time during the continuance of the license.
12. It is distinctly agreed by the Licensor and the Licensee that the Licensor has merely allowed the license to occupy and make use of the licensed premises on a pure Leave and License. Nothing contained in this agreement construes as creating a relationship of Landlord and Tenant between the Licensor and Licensee. On the expiry of the agreement, the Licensee shall handover vacant and peaceful occupation to the Licensor without any objection whatsoever. After the expiry of the eleven months period, Licensee shall have the option of request for renewal of the Leave and License agreement, which the Licensor may reject or accept on new terms and conditions entirely at his discretion.
13. The Licensee shall not commit any default in the payment of the monthly compensation to the Licensor and default in payment of the license fee or compensation for a period of two consecutive months shall amount to termination of his agreement. The Licensee shall pay the above said monthly compensation to the Licensor on or before every sixth day of the month.
14. The Licensee shall take permission in writing of the Licensor before making any furniture to be affixed in the licensed premises or the Licensee shall not remove or take away the furniture made of permanent nature.
15. The Licensee shall be bound to observe and follow all the rules, regulations, bye–laws made by the condominium of Madhav Memory Apartment.
16. If the Licensee commits a breach of any term of this agreement than not withstanding anything herein contained the Licensor shall be entitled to terminate this agreement by fifteen days prior notice to the Licensee.
17. The Licensee shall bear and pay all the necessary stamp duty and registration charges of this agreement. The Licensee shall lodge this agreement for registration with information to the Licensor.

## Schedule – I

Flat on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

In witness whereof, the parties hereto have put their hands the day and year first herein above written.

( Licensor )

In the presence of :

1. Signature :

 Name :

 Address

( Licensee )

2. Signature :

 Name :

Address :