

LEAVE & LICENSE AGREEMENT

THIS AGREEMENT of 'LEAVE & LICENSE' made at Ahmedabad this
1st day of March, 2022. Between _____

residing (having their contact Address) at:

_____.

(Hereinafter called the 'LICENSOR' which expression shall, unless excluded by or repugnant to the content include their heirs, successors, executors, administrators, legal representatives and assignees) of the 'ONE PART'

AND

Licensor _____

Licensee _____

having his permanent residential address in India at **House** NO: -

And who is working as the _____. having
its _____ address _____ at:

Ahmedabad -380015. (Hereinafter called the '**LICENSEE**' which expression shall include its successors and assigns) of the '**OTHER PART**'.

THAT THE 'LICENSOR' being the absolute owner of the property mentioned herein, allow the '**LICENSEE**' to use on a temporary basis as per this agreement the following described premises located at:-

Having area with built-up area of _____ sq. **yards** (approximately) and comprising of 2 Bedrooms with Kitchens furniture, a drawing room, a dining room, a balcony, a kitchen with Verandah, Garden Area in covered compound wall with gate.

NOW THE DEED WITNESSTH AS FOLLOWS:-

1. LICENCE FEE :

That the Licensee shall pay to the Licensor of the premises, the License fees of Rs._____-/- (in words **Rupees** _____ **only**) per month which is including Society Maintenance Charges on or before the 7th day of each English Calendar Month. And one month License fee will be paid in advance

2. DEPOSIT :

The Licensee shall pay to the licensor a non interest bearing security deposit of Rs._____-/- (in words _____ **only**) By

Licensor_____

Licensee_____

Cash which will be refunded back by the Licensor against vacating the premises and clearing all the outstanding towards Electricity, Gas Bill, any damages to the leased property, whichever applicable as per the Agreement and producing the copies of payments made to the concerned authorities to the Licensor.

3. OTHER CHARGES

a) ELECTRICITY :

That the **Licensee** shall pay the Electricity Charges separately which will be exclusive of the Licence fees.

b) LOCAL AUTHORITY TAXES :

That the **Licensor** shall pay the Local Authority Taxes of Gram Panchayat/AUDA Charges and Municipal Taxes and Cesses between this agreement periods shall be paid by the **Licensor**.

c) SOCIETY'S/ASSOCIATION'S COMMON MAINTENANCE CHARGES :

That the **Licensor** shall pay the Society's/Association's Common Maintenance charges towards Common lighting, sweeping, security, water pumping, bore-well maintenance, lift, parking etc. which will be inclusive of the License Fee.

4. PERIOD :

That the Leave & License Agreement is granted for a period of Eleven (11) months only. Commencing from the **31 st** day of January, **2022**.

5. RENEWAL OPTION :

Licensor and Licensee shall have an option to renew this agreement further with mutual consent. And if this agreement were renewed further the Licence fee will be increased by 5% cumulatively.

6. NOTICE PERIOD

This agreement may be terminated by either party by giving **30 (Thirty) Days** notice in writing without assigning any reason whatsoever. On breach

Licensor_____

Licensee_____

of any of the conditions of this agreement the Licensor shall notify the Licensee of such breach and give the Licensee 24 hours from the time of notice to rectify such breach after which the agreement shall stand terminated and the Licensee shall have to vacate within 30 days from the date of notification and handover the possession of the premises to the Licensor. And in case of the Licensee Vacates the house within Six month of occupying the Licensor will forfeit one month deposit Amount.

7. OCCUPANCY

That the said premises is let to **Mr.**

for the **Residential Use** of himself and his family members only.

8. LICENSEE's COVENANT WITH THE LICENSOR

- I. Licensee shall furnish any of the following valid Permanent address proof as well as Photo identity proof like a copy of :

☐ Driving Licence ☐ PAN Number

☐ pass port ☐ Company Letter

And

Proof of Company Employee on company Letter head at the time of signing of this agreement or upon occupying the said premises whichever is early.

- II. That the Licensee shall not assign or sublet any part or whole of the said premises to anybody during the Licence period.
- III. That the Licensee shall not carry any structural additions inside the said premises or to the building layout without the written consent of the Licensor.
- IV. That the Licensee shall bear the current day to day minor repairs and maintenance to the said premises.

Licensor _____

Licensee _____

- V. That the Licensee shall not keep any hazardous or inflammable items /goods etc in the said premises which is prohibited by law.
- VI. That the Licensee shall not carry out any anti social activity prohibited under the prevailing act of law.
- VII. That the Licensee shall not create any kind of nuisance/annoyance or hindrance in the said premises or its surrounding neighborhood and the society/association norms rules and regulations will be binding to the Licensee and its occupants.
- VIII. It being the express intention of both the parties that this is purely a Leave and Licence agreement and nothing herein contained shall constitute any tenancy or sub tenancy between the Licensor and the Licensee.
- IX. Any request for the extension from the Licensee must be in writing to the Licensor and any such extension will be solely at the discretion of the Licensor. In case of acceptance of such extension by the Licensor in writing; Licensee shall be liable to pay the whole month's Licensee fee irrespective of the number of days actually occupied by the Licensee during that particular month.
- X. No claim or demand of any alternative accommodation in lieu of this premise shall be made by the Licensee in case the premise becomes uninhabitable for whatsoever reason including the act of God, natural calamity etc.
- XI. On the expiry (unless renewed) or sooner termination of this agreement the Licensee shall remove itself from the said premises and also to remove all their furniture and other articles and things brought in or upto the said premises by the Licensee in pursuance of this agreement and to ensure to return the said premises to the Licensor in the same state and condition (subject to any improvement made with the consent of the Licensor) as they were on the date of this agreement, subject to reasonable wear and tear.

Licensor_____

Licensee_____

- XII. In case the Licensee fails to handover the vacant and peaceful possession of the premises to the Licensor upon the expiry or pre mature termination as per this agreement; the Licensor shall be entitled to take over the possession immediately upon the termination of License “as is where basis is”. Upon the Licensee failing to take over or remove his/its belongings the same shall be removed by the Licensor at the completed absolute cost and risk of Licensee and after such removal it shall not be open for the Licensee to raise any claim or dispute with regard to the same.
- XIII. The Licensee shall pay a penalty equivalent to Rs.500/- per day to the Licensor for each day it occupies the said premises after the notice period is over. This penalty will be payable over and above the monthly Licensee fee payable to the Licensor as per this agreement.

9. LICENSOR’S COVENANT WITH THE LICENSEE

- I. That the Licensor hereby warrants to the Licensee that he is the member of the said Society/Association and is entitled to enter into and execute this agreement. The Licensor further warrants that there are no outstanding payments or taxes required to be made to the Society/association or to anybody or authority or any proceedings pending in connection with the ownership or otherwise of the said premises.
- II. The Licensor shall deliver the said premises to the Licensee complete in all respects with the electricity and water connection and clearing all the dues towards Electricity, Society, telephone bills (if applicable) and Local authority taxes till commencement of this agreement.
- III. That the Licensor shall also agree that the Licensee paying the Licensee fee herby shall peacefully and quietly possess and enjoy the said premises during the currency of the agreement without interruption or disturbance from the Licensor.

Licensor_____

Licensee_____

- IV. That the Licensor shall have the right to inspect the said premises by any trustee or through authorized agent to satisfy himself/ themselves that the said premises are used in accordance with the terms and conditions of this agreement. It is explicitly agreed and understood that the Licensee is granted only permissive use of the premises and is not exclusive possession of the said premises. The Licensor is having and shall always have one set of keys of the main door of the Flat/Bungalow.
- V. The Licensor shall hereby deliver the said premises to the Licensee complete in all respects duly repaired with electrical fittings, like (3) Fans with Regulators, (__) Tube lights and a water connection. And he/she/they also agree(s) that the Licensee paying the License Fees hereby (reserved and performing the conditions herein contained) shall peacefully and quietly posses and enjoy the said premises during the currency of the Agreement without interruption or disturbance by the Licensor.

10. **OTHER COVENANTS**

- I. The terms of this agreement shall not be altered or added to or neither shall anything be omitted from this agreement except by means of any agreement in writing duly signed by the parties hereto. The Licensee shall not be entitled to any further renewal for any other reason thereto.
- II. Notwithstanding anything herein contained, this agreement is being executed as per the ordinance passed by the state government vide the subsection 1 (A) of the section 4 (1) of the Bombay Rent act 1947.
- III. That the original copy of this agreement will be retained by the Licensor.
- IV. It is also agreed by and between the parties that the requisite stamp duty and notarization expenses for the execution of this said agreement shall be borne and shared by both the parties equally 50:50.

Licensor_____

Licensee_____

- V. Each party shall bear and pay their respective real Estate Agent's brokerage charges.
- VI. Licensee is not liable for any damage to the premises on account of natural calamities.
- VII. In case of any dispute, all claims will be settled in the court of the Ahmedabad City only.
- VIII. The Licensor being the absolute owner of the property mentioned herein and for the subject of this agreement has appointed. to manage the said premise on its behalf and to act as its agent. The Licensee shall liaison with the, for any correspondence with the Licensor. The Licensor shall give the contact details of the concerned person(s) at, to the Licensee separately.
- IX. Electricity Customer Consumer No. _____ Meter service No. _____ and Meter Reading at the date of possession was _____.

IN WITNESS WHERE OF THE LICENSOR AND THE LICENSEE HAVE HERETO SET THEIR HANDS ON THE DAY AND YEAR FIRST WRITTEN ABOVE IN THE PRESENCE OF ALMIGHTY GOD.

(LICENSOR)

(LICENSEE)

Licensor _____

Licensee _____

LICENSE AGREEMENT

Licensor	
Contact No.	
Licensee	
Contact No.	
Premises	
Agreement Date.	

Licensor_____

Licensee_____