

Sample Agreement

[Note - In the template below, only clause No 10 is a choice, but non editable. Clause No 14 is a choice and is editable and more points can be added in it. Remaining all other clauses are non editable, and non removable in the software template provided by Government.]

LEAVE AND LICENSE AGREEMENT

This agreement is made and executed on _____ at _____

Between,

_____, Age : About _____ Years, Occupation : _____, PAN: _____,
Aadhaar: _____, Email-id: _____. Residing at:

HEREINAFTER called 'the Licensor (which expression shall mean and include the Licensor above named and also his respective heirs, successors, assigns, executors and administrators)

AND

_____, Age : About _____ Years, Occupation : _____, PAN: _____,
Aadhaar: _____, Email-id: _____. Residing at:

HEREINAFTER called 'the Licensee' (which expression shall mean and include only Licensee above named).

WHEREAS the Licensor is absolutely seized and possessed of and or otherwise well and sufficiently entitled to all that constructed portion being unit described in Schedule I 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 License basis under Section 24 of the Maharashtra Rent Control Act, 1999.

AND WHEREAS the Licensee herein is in need of temporary premises for his _____ use has/have approached the Licensor with a request to allow the Licensee herein to use and occupy the said premises on Leave and License basis for a period of ____ Months commencing from _____ and ending on _____, on terms and subject to conditions hereafter appearing.

AND WHEREAS the Licensor have agreed to allow the Licensee herein to use and occupy the said Licensed premises for his aforesaid _____ 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) Period: That the Licensor hereby grants to the Licensee herein a revocable leave and license, to occupy the Licensed Premises, described in Schedule I hereunder written without creating any tenancy rights or any other rights, title and interest in favour of the Licensee for a period of _____ Months commencing from _____ and ending on _____

2) License Fee & Deposit: That the Licensee shall pay to the Licensor the following amount per month towards the compensation for the use of the said Licensed premises.

- a) Rs. _____/- per month for the first ____ months,
- b) Rs. _____/- per month for the next ____ months,
- c) Rs. _____/- per month for the next ____ months.

The amount of monthly compensation License fee shall be payable within first five days of the concerned month of Leave and License. Licensees shall also pay to the Licensor Rs. _____/- interest free refundable deposit, for the use of the said Licensed premises.

3) Payment of Deposit: That the Licensee have paid / shall pay the above mentioned deposit/premium as mentioned above by Transaction Reference No. _____, dated _____, drawn on the Licensee's Banking Account with _____ Branch. Amount Rs. _____/-

4) Maintenance Charges: 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.

5) Electricity Charges: The licensee herein shall pay the electricity bills directly for energy consumed on the licensed premises and should submit original receipts to licensor indicating that the electricity bills are paid.

6) Use: That the Licensed premises shall only be used by the Licensee for _____ purpose. The Licensee 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 at its own cost subject to normal wear and tear. The Licensee 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 in respect of said premises or shall not do any unlawful activities prohibited by State or Central Government .

7) Alteration: That the Licensee 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.

8) No Tenancy: That the Licensee shall not claim any tenancy right and shall not have any right to transfer, assign, and sublet or grant any license or sub-license in respect of the Licensed Premises or any part thereof and also shall not mortgage or raise any loan against the said premises.

9) Inspection: That, the Licensor shall on reasonable notice given by the Licensor to the Licensee shall have a right of access either by himself or through authorized representative to enter, view and inspect the Licensed premises at reasonable intervals.

10) Lock in period: (This is a Optional condition, and can be deleted if not required to parties) Both the parties have agreed to set a lock-in period of ____ months during which neither the licensor shall ask the licensee to vacate the premises, nor the licensee shall vacate the premises on his own during the lock-in period. In spite of this mandatory clause, if the licensee leaves the premises for whatsoever reason, he shall pay to the licensor license fee for the remaining lock-in period at the rate of agreed upon in the agreement. On the other hand, Licensor shall compensate the Licensee for loss and inconvenience caused to the Licensee if he has been asked to vacate the premises.

11) Cancellation: That, Subject to the condition of lock in period (if any), if the Licensee commits 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 License is imposed, the Licensor shall be entitled to revoke and / or cancel the License hereby granted, by giving notice in writing of one month and the Licensee too will have the right to vacate the said premises by giving a notice in writing of one month to the Licensor as mentioned earlier.

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

13) Furniture and Appliances: The said premises is having the Furniture and Appliances mentioned in the Schedule II. The licensee shall maintain the said Furniture and Appliances in the said premises in its existing condition and damage, if any, caused to the said Furniture and Appliances, the same shall be repaired by the Licensee/s at its own cost subject to normal wear and tear

14) Miscellaneous: (Additional terms and conditions can be included here.) FOR EXAMPLE – (As given hereinafter Point No 1 to 4)

PROVIDED ALWAYS AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS –

POINT NO 1. Refund of deposit and Recovery of pending bills and damages - The licensor shall refund the said amount of security deposit to the licensee after the expiry of the period of license

and/or at the time of vacating the said premises peacefully by the licensee after making adjustments of dues, if any, including electricity bills, piped gas bills, internet connection bills, Cable TV connection bills, landline and other telephone bills, air conditioner maintenance cost and/or towards damages to the said premises, furniture, all types of fixtures, fittings, interiors, internal walls, colour of walls, plumbing accessories, flooring and wall tiles, sanitary wares etc. The reasonable cost of the recovery will be decided by the licensor and the licensee will not have objection for the same.

POINT NO 2. If licensee fails to pay license fee - If the licensee fails to pay monthly license fee for continuous period of two months in that event present agreement shall automatically get terminated and the licensor shall be able to oust the licensee along with his articles from the said premises.

POINT NO 3. For Cancellation of agreement with due notice no reason required to be given - Not withstanding anything contained in clause 11 the licensor shall have right to terminate present agreement by giving a notice in advance to the licensee and the licensor shall not be bound to give any reason of such termination to the licensee. The notice of termination either given by Licensee or Licensor shall count the time period of notice from the date of first day of upcoming LICENSE MONTH, and not in between of the month.

POINT NO 4. Valid way of communication - All notices or intimation/communication herein shall be in writing and in English language. Any notice to the Licensors shall be deemed sufficiently given if delivered in person or sent by Registered Post A.D. OR by email to their address as mentioned hereinabove, which shall be effectual notwithstanding any change of address, not notified to the Licensors in writing. Whenever there is more than one licensee, then notice served to any one of them shall be deemed sufficiently given and it is the responsibility of that licensee, who has been given the notice, to convey the content of the notice to the other licensees of this document.

15) Registration: 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 _____.

SCHEDULE I

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

All that constructed portion being residential unit bearing _____ No. _____, Built-up : _____, situated on the _____ Floor of a Building known as '_____' standing on the plot of land bearing Number : _____, of Village: _____, situated within the revenue limits of Tehsil _____ and Dist _____ and situated within the limits of _____ Municipal Corporation.

SCHEDULE II

(Being the correct description of Furniture and Appliances in the premise)

Sr No.	Item	Number of Units
1	Fan	
2	Tube light	
3	Bulb	
4	Bed	
5	Sofa	
6	Table	
7	Chair	
8	Cupboard	
9	Air Conditioner	
10	Electric Geezer	
11	Gas Geezer	
12	Air Cooler	
13	Water Cooler	
14	Curtains	
15	Other	

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signatures by way of putting thumb impression electronic signature hereto in the presence of witness, who are identifying the executants, on the day, month and year first above written.

Name, UID & Address	Photo	Biometric Thumb Impression	Digitally Signed
Licenser			
Licensee			
Witness 1			
Witness 2			