

LEAVE AND LICENSE AGREEMENT

This agreement of **Leave and Licensee** is made at Mumbai this _____ day of **December**
(Year Two Thousand Nineteen)

BETWEEN

_____ aged ___ years and bearing PAN No _____ & _____ Both
adults, **Non Resident Indians** , currently residing at _____
through their constituted _____. Hereinafter referred to “ as the **Licensors**
“ which expression shall , unless repugnant to the context or meaning thereof , include his heirs ,
executors , administrators , successors and assigns of the **One Part** .

AND

_____, an adult, bearing PAN Number _____. Having permanent
address at _____ and employed with _____ as a
_____ & having office address at Hereinafter referred to as ‘The **Licensee**
(which expression shall unless repugnant to the context or meaning thereof be deemed to mean
and include their heirs, executors, administrators and assigns) of the **Other Part**.

WHEREAS :

- A. The **Licensors** are the owners of and are well and sufficiently entitled to the use and occupation of Flat No. _____ on the ____th floor of _____, _____ **Mumbai – 400 072.**
- B. The **Licensors** possess all necessary no-objections to and are entitled to grant on **Leave and Licensee** the Flat to the **Licensee**.
- C. At the request of the **Licensee**, the **Licensors** have agreed to allow the **Licensee** the use and occupation of the Flat on **Leave and Licensee** basis for the period and subject to the terms, conditions, provisions, stipulations hereinafter contained. (The Flat is fitted with fitting and installations as per **Annexure –I**)

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The **Licensors** hereby grant unto the **Licensee** and the **Licensee** hereby takes on **Leave and Licensee** the Flat for a period of ____ **Months** from the _____ to _____. Out of these ____ **Months** the First ____ **months** shall be a lock in period. The monthly compensation for the first 12 months I.E from the _____ to _____ will be **Rs** _____ /- (**Rupees** _____ **Only**) . After the initial 12 months there will be a hike in the monthly compensation by 7____ % I.E from _____ to _____. the rent payable will be **Rs** _____ /- (**Rupees** _____ **Only**)
2. The Flat shall be used for the residence of the **Licensee** and his family Only.
3. In the consideration of the **Licensors** granting the **Licensee** the permission to use the said premises on **Leave and Licensee** basis, The **Licensee** shall give an interest free refundable security deposit of **Rs.** _____ /- (**Rupees** _____ **only**) to the **Licensors** to be refunded by the **Licensors** to the **Licensee** against return of possession of the Flat at the expiry or sooner determination of the **Leave and Licensee** Agreement.

4. a) The **Licensee** shall not induct any third party or create any third party interest in or upon or in respect of the Flat. The **License** shall be personal and restricted to the use and occupation of the **Licensee**. The **Licensee** shall neither be transferable nor intended to be transferred.

b) Nothing herein contained shall be construed as creating in any person, any tenancy rights, in respect of the Flat or any portion thereof or as creating any right other than a bare **License** to use and occupy the same as a **Licensee** under these presents, the intention of the party hereto being to create a bare **License** only.

c) The Flat shall be used for residential purpose only and that too for the residence of the **Licensee** and his family and for no other purpose whatsoever. Nothing in this clause shall be construed as permitting any other person to use and occupy the Flat.

5. a) The **Licensee** shall pay the charges for the electricity according to the bills of the electricity undertaking company, as per the reading of the electric meter, if any, for the Flat every month.

b) All the taxes, outgoings, dues and maintenance either payable now or in future, to the builders, society and statutory bodies shall be borne and paid by the **Licensors** alone. All such dues, in respect of the Flat,.

c) The **Licensors** agree to carry out all major structural repairs pertaining to major leakages and seepages in the Flat. In case the **Licensors** fail to carry out the repairs within one month from the date of bringing to their notice by the **Licensee** then the **Licensee** shall, in its sole discretion, be entitled to undertake repairs and shall be entitled to recover the cost of the same by deducting from the monthly **Licensee** payable to the **Licensors** .

d) The **Licensors** shall at all times, during the subsistence of this Agreement keep the **Licensee** harmless and indemnified against all actions, proceedings, claims, raised or taken by any government, judicial, quasi – judicial or any third party challenging the authority of the **Licensors** to give the Flat on **Licensee** to the **Licensee**. In such an eventuality the **Licensors** shall also keep the **Licensee** indemnified against all payments, costs, loses, liabilities, penalties, damages

sustained by the **Licensee** and the **Licensee** shall be entitled to terminate this Agreement forth.

6. a) The **Licensee** hereby agrees and undertakes to keep the flat clean and in good tenable condition, repair and order (reasonable wear and tear accepted)
 - b) The **Licensee** shall be at liberty to bring into the Flat his furniture and articles and things necessary or required for such residence with liberty to remove the same on termination of Agreement or at any time
 - c) The **Licensors** agree to permit the **Licensee** on the expiry or sooner determination of **Licensee** period to remove all furniture, fittings, appliances and other items provided or fixed by the **Licensee** at the expenses of the **Licensee**.
 - d) The **Licensee** shall not make any structural alterations of any kind and also not erect or build or permit to be erected or built in the Flat, any constructions or erections and not cause any damage to the Flat or to the fixtures and fittings therein.
 - e) The **Licensee** shall not carry out any acts or activities which are obnoxious, anti-social, illegal or prejudicial to the norms of decency or etiquette or which cause nuisance to the other occupants of the building.
 - f) The **Licensee** shall permit the **Licensors** or their agents or representative at all reasonable times during the period of **Leave and License** to enter upon the Flat for inspecting the state and condition of the same after a due notice to the **Licensee**.
7. a) The **Licensee** agrees to deliver vacant, peaceful possession thereof in a good condition as it was when the **Licensee** obtained possession (reasonable wear and tear, damage by tempest, earthquake, fire, military, mob-violence, act-of-god or any other accident due to irresistible force beyond the control of the **Licensee** is accepted).
 - b) On the expiration of the term of this **Licensee** or any renewal or extension therefore, or sooner determination of this license, the **Licensee** shall remove himself and his goods from the Flat without demur and without raising any objection of any sort or time whatsoever and shall NOT claim any tenancy right in the Flat.

8. a) This agreement can be terminated by giving (1) One month notice in writing by the **Licensor** to the **Licensee** or by the **Licensee** to the **Licensor** either way. In case of termination of the contract by giving termination notice after initial completion of **11(Eleven) Months Lock-in Period**, **Licensor** shall return the amount paid as Security Deposit (i.e. Rupees Two Lakhs Only) at the time of handing over the peaceful possession.

The **Licensors** owns the said flat and hereby represent, warrant and assure the **Licensee** that the **Licensors** hold good and valid power and authority to grant this **Leave and License** to the **Licensee** and to arrive at all suitable arrangements in respect of the licensed premises or pertaining thereto with the **Licensee** and the **Licensors** will obtain all consents, permissions and approvals as may be necessary in law or otherwise from the Society, if any.

- b) In the event of the **Licensee**, committing the breach of their obligation hereunder the **Licensors** shall be entitled to terminate this Agreement after giving one month's notice to rectify or remedy the breaches or vacate the Flat.
- c) If at any time during the period of Agreement the Flat, or any part, shall be destroyed by fire, tempest, flood, earthquake, riot, civil commotion, war like operation or any other means so as to become unfit for occupation or lease, this Agreement shall thereupon determine and neither party shall have any claim against the other party in that behalf.
9. If on the expiry of the terms of the **Licensors** or earlier termination by either party the **Licensors** fail to refund the security deposit, **Licensors** shall be liable to pay the interest on the said deposit @18% per annum till they refund the same. The **Licensee** shall be entitled to use the Flat without paying the monthly compensation till such time that the **Licensee** receives the said security deposit and the interest therein and the liquidated damages @ Rs. 1,000/- per day shall be payable till the **Licensors** are ready to refund the security deposit to the **Licensee**.
10. The **Licensors** and **Licensee** hereto acknowledge that this Agreement supersedes all prior communications between them including all oral or written proposals.

11. Any notice to be served hereunder shall be sufficiently served on the **Licensee** if served at e-mail address _____ and shall be sufficiently served on the **Licensors** if sent to them at his e-mail address **apurba00@gmail.com**
12. In the event of dispute, difference or claim between the parties hereto arising out of this Agreement or in any way relating hereto, or on term, condition or provision herein mentioned or construction interpretation thereof or otherwise in relation hereof, the parties shall first endeavor to settle such difference, dispute, claim or question by mutual discussion failing which the same shall be referred to arbitration in accordance with the Arbitration and Conciliation act, 1996 or any statutory modification or re-enactment thereof for the time being enforced and such arbitration shall be held in English in Mumbai.
13. The **Licensors** shall retain the original Agreement and the **Licensee** the xerox thereof.
14. The relation between the **Licensor** and the **Licensee** shall be as such and not as landlord and tenant and the **Licensee** shall not be entitled and shall not claim any rights as a tenant under the Maharashtra Rent Control Act, 1999 or any other Law in force. Relying upon the said assurances given by the **Licensee**, the **Licensor** has executed this agreement.
15. It is hereby agreed by the **Licensee** that immediately on the termination of this Agreement the **Licensee** shall vacate the said premises without let or hindrances under Section 24 of the Maharashtra Rent Control Act, 1999, i.e., Act 18 of 2000 with special reference to subsection (2) & (3) of Section 24 thereof.
16. IT IS THEREFORE HEREBY AGREED AND DECLARED that incase the **Licensee** shall fail to vacate the said Premises on the expiry of the licensed period or early determination, then the **Licensee** shall be liable to pay to the **Licensors** Rs 2000/- (Rupees Two Thousand Only) per day till the date the licensed premises is vacated which shall be without prejudice to all the right and remedies available to the **Licensee** & **Licensor** under this agreement and in law and the **Licensor** shall retain the security deposit amount of Rs. 2,00, 000/- only (Rupees Two Lakhs only) until the **Licensee** vacates the said premises / flat .

17. The **Licensors** shall not be responsible and/liable for any damage or injury that may occur to the person or property whatsoever of the **Licensee**, its employee, his family members, visitors, invites and other persons using the said premises for the time being due to fire, floods, leakage, bursting of water or gas pipes, other electrical damage or other installations in the said premises or from any cause whatsoever

THE SCHEDULE HEREINABOVE REFERRED TO:

All that the self-contained flat on ownership basis being **Flat No.** _____ **on** ____th **Floor,** “ _____ ” **Building,** _____ **Mumbai – 400 072.,** admeasuring 1444 sq.ft buil tup area along with a one covered car parking, in Registration District and Sub-district of Mumbai and Mumbai Suburban on land bearing C.T.S. No. _____, in Greater Mumbai within the Registration District and Sub-District of Mumbai and Mumbai Suburban District

IN WITNESS WHEREOF the parties hereto have hereunto set and describe then respective hands on the original and one duplicate hereof the day and year hereinabove written.

SIGNED AND DELIVERED by the Within named **Licensors**

&

Through Their Constituted Power Of Attorney

In the presence of

Witness:

(1)

(2)

SIGNED AND DELIVERED by the Within named **Licensee**

In the presence of

Witness:

(1)

(2)

REFUNDABLE SECURITY DEPOSIT RECEIPT

We say, Received from the within named **Licensee MR JOEL ANDRE BALLEJOS**
, a sum of **Rs. _____/-(Rupees Two Lakhs Only)**, being the interest free
refundable security deposit amount for Leave & License agreement registered against the Flat
No. _____, in the building known as “_____” of Society _____

WE, SAY RECEIVED

_____ & _____
_____ & _____

Through Their Constituted Power Of Attorney

(Licensors)

Witnesses

(1)

(2)

POSSESSION LETTER

RECEIVED from the within named **Licensors** _____ & _____

,one set of keys for the flat no. **1201**, _____, of Society _____

I, _____ agree to return the said keys in functional condition, on the expiry or the termination of the **Leave and Licensee** Agreement undertaken.

I, say received.

(Licensee)

Date: _____/December 2019

Witnesses

(1)

(2)