

LEAVE AND LICENSE AGREEMENT

THIS LEAVE AND LICENSE AGREEMENT is made, entered and executed at (place) on (Date)

Between

(Name of LICENSOR) age ____ Years, Occupation: _____
Residing at-_____hereinafter referred to as the
“**LICENSOR**” (Which expression shall unless it
Repugnant to the context of meaning thereof, means and include his
heirs, executors, administrators and assigns) of the **ONE PART**.

AND

(Name of LICENSEES), Age: ____ years, Occupation: _____
Residing at-_____ hereinafter
referred to as the “**LICENSEES**” (Which expression shall unless it
repugnant to the context of meaning thereof, means and include his
heirs, executors, administrators and assigns) of the **OTHER PART**.

WHEREAS the Licensor is the owner of a (**Description of property**) area (hereinafter referred to as “**THE LICENSED PREMISES**”).

AND WHEREAS the Licensor also wants to give the said property on Leave
License basis for the period of Eleven Months from _/__/20_ to _/__/20__.

AND WHEREAS both the Licensor and the Licensee discussed the
terms and conditions and thereby the Licensor agreed to give and part
with the said property to the Licensee on Leave and License basis for 11
months on following terms and condition.

NOW THIS AGREEMENT WITNESSETH THAT:-

1. The Licensor hereby grants License in respect of the said property
in favour of the Licensee by executing this Leave and License and from
_/__/20_ to _/__/20__. (11 months) only and on the terms and
conditions hereinafter appearing..

2. The Licensee shall pay regularly Rs. ____/- (____-) towards the monthly compensation on or before____th Day of each and every English Calendar month to the Licensor for granting the License of the said property.

3. The Licensee has paid Rs. ____--/- [_____] as a security deposit without interest to the Licensor returnable at the time of vacant and peaceful possession of the said premises by the LICENSEE to the LICENSOR;

4. All electricity charges for use of electricity energy charges for the licensed premise shall be borne by the LICENSEE.

5. To use the said licensed premises only the aforesaid lawful purpose of the LICENSEE, and not to use the same for any other purpose whatsoever.

5. Not to part with possession of the said licensed premises or any part thereof to anyone except the LICENSOR.

6. At the cost of the License to keep the Licensed premises and Electrical installation and other fitting, fixtures, etc. for the time being therein whether fitted by the LICENSOR and / or the society for ensuring the security safety and cleanliness of the Licensed premises, and not to do, permit or omit to do any act deed or thing which would cause harm and/ or prejudice to the right, title and interest of the LICENSOR in the said Licensed premises.

7. Not to make any structural changes or any additions, variations or alterations in the said Licensed Premises.

8. Not to bring or store or suffer to be brought or stored on the Licensed premise any hazardous, dangerous, combustible or inflammable goods

and / or contraband materials, and not to do or suffer to be done anything which may in the decision of the LICENSOR (which decision shall be final and binding upon the LICENSEE) be nuisance or annoyance to the LICENSOR or the occupiers or LICENSEE of adjoining premises, or which may invalidate or enhance the risk covered by the policies of insurance on the said premises or building and to make good to and indemnify and keep always indemnified the LICENSOR against any loss, claim, damages, costs, charges or expenses which may be accessioned by the use of the Licensed premises of any other part of the building.

9. Since this Leave and License Agreement is entered into by the parties strictly in terms of the provisions of the Maharashtra Rent Control Act, 1999. The LICENSEE hereby agree that the LICENSOR shall be entitled to recover possession of the Licensed Premises as per the provisions of Maharashtra Rent Control Act, 1999.

6. The licensee has to keep the said property, in a proper and a neat manner. He is not allowed to carry any structural changes in the said property.

7. It is hereby agreed between the parties than if the licensee wants to vacate the said property and said business before the expiry of the said term (term of the license) he has to give **30 days prior written notice to the Licensor.**

8. The licensor has got right to inspect the said property at any time during the working hours.

9. It is obligatory on the part of licensee to show and handover the original bills paid by him in respect of the said property.

10. The Licensor will issue the receipt of the license fee/compensation that, the licensee pay to him monthly.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective signature and seals on the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED]

By the within named “LICENSOR’]

_____]

In the presence of]

1. _____]

2. _____]

SIGNED SEALED AND DELIVERED]

By the within named “LICESEE”]

_____]

In the presence of]

1. _____]

2. _____]