

AGREEMENT FOR LEAVE AND LICENSE

This Leave and License Agreement is made and executed at Pune on this
15 day of March 2017

MRS. OWNER NAME

Age – Adult., Occ.- Service,
R/at– F-401, Iris, Magarpatta city,
Hadapsar, pune 13.

Hereinafter called referred to as “THE LICENSOR”
(Which expression shall unless repugnant to the context or meaning thereof shall mean and include her legal heirs, representative, executors, administrator and assigns)

..... party of the "FIRST PART"

AND

1.MR. TENANT NAME 1,

Age – 30 Yrs., Occ. - Service,
R/at– Qr No- A/39, Fertilizer, township Raurkela,
Sundargarh 769007.

2.MR. TENANT NAME 2,

Age – 26 Yrs., Occ. - Service,
R/at– 16, Ganesh Vihar, Ambala cantt,Harayana.

Hereinafter referred to as the “THE LICENSEE”
(Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their legal heirs, executors, administrator and assigns)

..... party of the "OTHER PART"

1) Description of the property :

Admeasuring area 950 Sq. mtrs. Approx., in a residential Flat No . 401 Building no F on the 4th floor in a Schem known as Iris, Magarpatta city,with one covered car parking, Hadapsar, Within PMC limits Pune Maharashtra, India.

AND WHEREAS the ‘LICENSOR’ is desirous to give the said flat on Leave and License for residential use for the period of **11 months** but on one Month’s prior intimation and at sole discretion of licensor only.

AND WHEREAS the LICENSEE is in need of temporary accommodation for personal residential use only for **11 months** period stated further in this Deed.

AND WHEREAS after finding the said flat suitable and per expectation, License has accepted to the than said flat of Licensor on leave and license basis starting from **05/11/2016 to 04/10/2017** on the below given term & conditions.

NOW THIS AGREEMENT OF LEAVE AND LICENSE BETWEEN THE PARTIES WITNESSETH AS FOLLOWS

1) PAYMENT TERMS OF THE AGREEMENT:

The Licensee shall pay to the Licensor license fee of **Rs. 24,000/- (Rupees Twenty Four Thousand Only)** per month including society maintenance charges In advance. Total advance deposit **Rs. 50,000/- (Rupees Fifty Thousand Only)** refundable.

2) Nothing contained in this deed shall under any circumstances whatsoever, be ever construed to be as tenancy agreement or lease nor otherwise shall create any other right of interest in the said premises in favor of the License (Occupier) excepting that the Licensee shall always remain as License for period of 11 months.

LICENSE PERIOD :- 05/11/2016 to 04/10/2017

3) the intention of the parties is to remain Licensor and Licensee always for the said period and this Deed is a temporary arrangement to allow the Licensee to use the said premises for his/her/their residence, under the control of the Licensor, who has the right to enter upon the premises with prior appointment.

4) The Licensee shall pay the Licensor the Licensee fees in advance of Rs. 24,000/- per month on or before 05th day of each month, by in rent by way of electronic funds transfer. **If any one Licensee leaves, then remaining licensee are liable to pay full rent.** DEFAAULT IN PAYMENT :- in case of default by licensee towards payment of license fees or in by way of electronic funds transfer of discharge of electronic funds transfer paid by the Licensee to the Licensor towards discharge of liability for payment of monthly license fee, licensor shall have right to terminate this agreement and take physical possession of the said flat.

5) The Licensor shall pay municipal taxes. The Licensee shall pay electrical bills of the said premises for electricity consumed and utilized by to MSEDCL as actual Licensee bills and handover the paid bills/ personal letters receipts to the Licensor every month.

6) The licensee shall keep the interior of the said premises in good condition during the period of the license and will be responsible for any major damage, subject to the reasonable wear and tear and due to normal use thereof, the premises, fixtures and fittings, etc. in the said premises. No modifications are permitted to be carried out by the Licensee.

7) The Licensee shall keep the said premises in good and proper condition by effecting repairs to the doors and windows, water mains, electrical connection and the Licensor will be responsible for leakage, seepage or major repairs to the said premises.

8) In the event of the party wishing to revoke the deed of leave and licensee during the period or after expiry of the period as stated above, either party shall give and state its intention to do so in writing with other party at least on month in advance and this agreement can be revoked and total advance deposit **Rs. 50,000/- (Rupees Fifty Thousand Only)** shall be repaid by the Licensor to the Licensee at the time of possession of the premises after deducting unpaid MSEB bills damages, to the premises or other dues.

9) The Licensee shall not be permitted to make any alternation of any kind in the premises.

10) The Licensee shall not sublet the said premises in the part of full to anybody else

11) It is hereby agreed by and between the parties that in case the Licensee commits default in payment of the monthly license fees, electricity charges, etc. for a continuous period of one months or commits breach of any of the terms and conditions contained in this Agreement, the Licensor shall give notice to the Licensee to revoke this agreement and after receiving the notice addressed to the Licensee at the said premises, the Licensee must remove all articles and things belonging to him lying and being in the said premises and also remove himself/herself/themselves the Licensor shall be permitted to remove the same and put his lock upon the said premises or otherwise induct any other person in the said premises.

12) It is distinctly understood and agreed upon by the parties that no right of tenancy is conferred upon the licensee by this Agreement.

13) The Licensee shall not cause nuisance to the neighbors and shall not damage the premises.

14) The original Agreement will always remain with the Licensor and the Licensee shall retain a copy of the same, duly signed in original by both the parties.

15) The Licensee shall hand over vacant peaceful possession of the said premises to the Licensor on the termination of this Agreement in good condition with all fixtures working in good condition as before.

16) The Licensor or his/her/their authorized representative/relative can visit/come any time his/her/their flat to see the condition of the said flat

17) Any dispute pertaining to this Agreement should be subject to jurisdiction of Pune Courts only. This Agreement shall always be subject to the provisions of Maharashtra Rent Act Control 1999.

18) It is hereby agreed upon that the Licensor and the Licensee are free to terminate this Agreement by giving **1 month's** prior notice to either side

19) It is hereby agreed upon Licensor and Licensee that any damage to the property in content of shall be recovered by Licensor from Licensee.

20) It is hereby agreed upon Licensor and Licensee that the said property is handed over in the vacant form, and no additional construction or modification shall be made in the property The above said flat along with all right title and interest attached to the said property.

Schedule of the Furniture and Fittings

- 1. Cylinder with Gas Cylinder with 4gas Burner**
- 2. 2 Puffies**
- 3. 1 Big Kitchen Rack**
- 5. 2 Small Kitchen Rack**
- 6. 2 Computer Table**
- 7. 1 Geyser**
- 8. 8 Curtains + 5 curtains**
- 9. CFL 8, Fans 3, Tubes 4**
- 10. 2 Queen Size Beds**
- 11. 2+3 Sofa**
- 12. 2 Steel Cupboards**
- 13. 1 Big TV unit**
- 14. 2 Mattresses**
- 15. 1 Fridge**

IN WITNESS WHEREOF the parties hereto have set and subscribed there respective hand of this agreement the day and year first herein above written

Pune :

Date: 25/11/2016

**MRS. OWNER NAME
PARTY OF THE FIRST PART
(LICENSOR)**

1.MR. TENANT NAME 1

**2.MR. TENANT NAME 2
PARTY OF THE SECOND PART
(LICENSEE)**

WITNESSESS

Sign: ----- **1. Sign:** -----

Name: ----- **Name:** -----

Address: ----- **Address:** -----