

LEAVE AND LICENSE AGREEMENT

THIS AGREEMENT is made and entered into at Mumbai, on this _____ day of _____, BETWEEN Mr./Mrs. _____ an adult, Indian inhabitant, residing at Flat No. _____, _____ Floor, _____.

hereinafter referred to as the 'LICENSOR', (which expression unless repugnant to the context or meaning thereof shall mean and include her heirs, executors, administrators and assigns) of the ONE PART Mr./Mrs. _____ adult, Indian inhabitant, present address at Flat no- _____, _____ Society, _____ hereinafter referred to as the "LICENSEE" of the OTHER PART:

WHEREAS the Licensor is the lawful owner of Flat No. _____, _____ Floor, _____ Co- Operative Housing Society Limited, Survey No. _____ C.T.S. No _____, of Village _____.

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-and is presently in use, occupation, exclusive possession and enjoyment of the said premises. AND WHEREAS the Licensee is in need of the residential accommodation and has requested the Licensor to allow him/her to occupy the aboverferred premises on Leave and License basis for a temporary period of eleven (11) months. AND WHEREAS the Licensor on the specific request and undertaking of the Licensee to vacate the said premises definitely on the expiry of the period of eleven months, has agreed to do the same on the terms and conditions hereunder mentioned.

NOW THIS INDENTURE WITNESSETH AS UNDER:

- (1) That the Licensor is the owner/allottee of the Flat No. _____, _____ Floor, _____ Co- Operative Housing Socitey Limited, Survey No. _____ C.T.S. No _____, of _____

(hereinafter referred to as the 'SAID PREMISES').

- (2) The said Licensor hereby allows the said Licensee to occupy the said premises on the basis of Leave and License for the period of Eleven (11) months commencing from the date of this agreement viz. _____ to _____ (both days inclusive).
- (3) That the said Licensee shall pay to the Licensor a sum of Rs- _____/- (Rupees- _____ Only) as and by way of monthly compensation for the use and occupation of the said premises to be paid within five days of its due date, in every English calendar month in advance. And the same is delivered every month to the office of M/S. _____.
- (4) It is expressly agreed that the Licensor shall be deemed to have the ultimate control and full control over the possession of the said premises and the Licensee shall not claim any right by way of sub-tenancy or any other right in any manner whatsoever in the said premises.

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- (5) It is also agreed that the Licensee is occupying the said premises for temporary period of Leave and License basis and it does not create any right, title and interest in the said premises by way of sub-tenancy or tenancy or otherwise. The License hereby granted to the Licensee is a revocable and non-transferable one, which is to be terminated on the expiry of eleven (11) months as stated hereinabove or earlier, subject to the terms and conditions as laid down in this agreement.
- (6) It is expressly agreed that the Licensee shall use the said premises only for his/her own personal use and not for any other purposes and/or not for storing any unauthorized stock or material and/or for any illegal purpose/s.

- (7) It is also agreed that the Electricity & Telephone Bills of the said premises will be paid by the Licensee only and such duly paid bills will be submitted to the Licensor for his/her information and record. However, the outgoings of the Society/B.M.C. dues/Taxes will be paid by the Licensor only.
- (8) That it is agreed by both the parties that if any of the party shall desire to terminate this agreement, one month's prior notice shall be given to the other party in writing to that effect.
- (9) This License Agreement and the use of the licensed premises hereby allowed is and shall always be construed as per and governed by the provisions of Section 24 read with Chapter VII of the Maharashtra Rent (Control) Act, 2000 as amended upto date and this Agreement shall be conclusive evidence of the facts mentioned herein. The Licensee shall not be entitled to challenge the jurisdiction of the Competent Authority constituted under the aforesaid Act in any manner whatsoever. The Licensee hereby confirm that they are not entitled to protection under any of the provisions of the Act and agree and undertake not to claim any protection thereunder (notwithstanding any new law change in law or judgment, decree or order of any court).

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- (10) The Licensee shall deposit with the Licensor on or before execution of this agreement, a sum of Rs- _____/- (Rupees- _____ only) being the Security Deposit, FREE OF INTEREST, which will be returned to the Licensee on the expiry of this agreement or on notice of one month in advance for vacation of premises and against vacant and peaceful possession of the said premises, after deducting the cost of the damages, if any, to the fixtures / fittings and outstanding Electricity Bills/Telephone Bills, if any.

- (11) The Licensee will not make any structural alterations/repairs/modification in the said premises without the written consent of the Licensor/Society. However, he/she is allowed to carry out interior decoration and colour wash in the said premises as per his/her choice and cost.
- (12) That the Licensee shall not do anything which is not permissible or is prohibited under law or is in contravention of bye-laws, rules and regulations of Co-operative Housing Society Ltd., or any orders of Central/State Government/s or local authorities. Also shall not store any narcotic such as liquor, bhang, RDX, crackers or any type of fire arms etc. which are prohibited by any laws of the government and the Licensee shall not allow any people or immoral reputation or allow any immoral reputation or allow any immoral business in the premises.
- (13) The Licensee, his/her family members, servants and agents will abide by the rules and regulations for the time being in force of the said Society/B.M.C. where the said premises are situated.
- (14) That the Licensor or his agent (_____) got every right to inspect the said premises at any time for which the Licensee shall have no objection whatsoever.

- (15) That the day to day and minor repairs such as fuses, leakage of water taps, maintenance etc. to be done by the Licensee at his/her own cost. The Licensee further hereby agrees and confirms that in case of any breakage, damage, loss to existing fittings/fixtures in the said premises, he/she shall make good these articles and/or repay the cost of the damage incurred to these articles as may be mutually decided by parties hereto.
- (16) That the Licensee hereby agrees to vacate and hand over the said premises on or before expiry of this agreement. If he/she fails to vacate and hand over the said premises to the Licensor on expiry of this agreement, he/she agrees to

pay Rs. _____ /-(Rupees: - _____ only) per day in addition to the monthly compensation payable to the Licensor. This payment/penalty however, does not absolve the Licensee of his/her obligation to vacate the premises promptly on the termination of the License.

(17) The Licensee hereby admits and acknowledges that it is the express intention of the parties to this agreement that the relationship of the landlord and tenant shall not be deemed to be created hereby or otherwise between them under any circumstances whatsoever. This agreement merely confirms bare permission of Leave and License and does not create any interest into or upon the said premises or any part thereof in favour of the Licensee. It is not intended by this Agreement to create any lease/s or any part thereof in favour of the Licensee. It is not intended by this Agreement to create any lease sub-lease or any other Rights, Titles and Interests into or upon the said premises in favour of the Licensee and the Licensee hereby agrees that under no circumstances the Licensee shall claim any right to tenancy, sub-tenancy or any other right to any nature into or upon the said premises

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(18) The Licensee hereby agrees to hand over the mail that may be received at the abovesaid premises to the Licensor without any delay.

(19) That notwithstanding anything hereinabove contained to the contrary, if the Licensee fails to use the said premises for bonafide residential purposes, and/or commits any breach of the terms and conditions of this Agreement, then on happening of any such events, the Licensor shall have the right to withdraw, terminate, and revoke.

(20) Stamp duty and registration charges shall be borne paid by the Licensor & Licensee in respect of this Leave and License and The Original agreement will

remain with the Licensor and the copy duly signed by both the parties shall remain with the Licensee.

(21) In case of disputes, the Licensor and the Licensee shall be entitled to refer the disputes to an arbitrator had mutually appointed M/s. _____ as arbitrator and the decision of the arbitrator shall be final and binding on both the parties.

(22) The Licensee shall be given a duplicate key in respect of the said licensed premises. The main key of the said main premises as well as the licensed premises shall always remain with the Licensor. The Licensee hereby further agrees that their employee shall not damage and / or tamper with the locks of the main premises as well as the licensed premises.

(23) This Leave & License Agreement shall be subject to jurisdiction of Courts in the City of Mumbai, Maharashtra, India.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day and the year first hereinabove written:

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SIGNED AND DELIVERED by the)

Withinnamed – THE LICENSOR)

Mr/Mrs. _____)

In the presence of :)

SIGNED AND DELIVERED by the)

Withinnamed – THE LICENSEE)

Mr. _____)

In the presence of :)

RECEIPT

RECEIVED from the withinnamed LICENSEE, a sum of Rs-_____/-
(Rupees- - _____ only) being the SECURITY
DEPOSIT, FREE OF INTEREST, to be returned at the time of vacation of
the abovesaid premises, as mentioned in Clause No.10 hereinabove.

WITNESSES

I SAY RECEIVED

(1)

(Mrs. _____)

(2)

FROM

Mr. _____

Mumbai

Dated:

TO,

Mrs. _____

Mumbai

REG: Handing over the possession of the Flat No. _____, _____ Floor,
_____ Co- Operative Housing Society
Limited, _____

Dear Sir,

You had been kind enough to allow us to use the abovesaid premises on Leave and License basis vide our agreement dated _____ executed in this respect.

Mrs. _____ the Owner of the above said Flat had given the said Flat to Us for Residential purpose only for a temporary period, now I do not require the above said Flat and I have removed all my belongings and articles, I have given the said Flat possession on my own wish, no one has forced me to vacate the said Flat.

Since we have made alternative arrangements of our Residential accommodation, we confirm having handed over the possession of the said Flat back to you.

Hereafter we have no right, title and interest in the abovesaid premises.

What is stated hereinabove is true to my knowledge.

Thanking you once again.

I Confirm.

WITNESS:-

(1).

(Mr. _____)

(2)

From:-
Mrs. _____
Mumbai.

Date-

Mr. _____
Mumbai

Sub;- Notice For Vacating the our Flat No. _____, ____ Floor, _____
_____.

Dear Sir,

This Notice hereby given to you to vacate our Flat No. _____, ____ Floor,
_____ as per the agreement of LEAVE AND LICENSEE between us
dated DECEMBER 2002

In Which hit was specified in clause no- 8 that one month prior written notice was
Required for getting the said Flat vacated. You are Requested to hand over the
Vacant possession of said Flat after one month from the date of Receipt of this notice.

Thanking you.

Yours faithfully,

(Mrs. _____)

Mr. _____, Confirm the receipt of the notice issued by you
to vacate the Flat after one month from date _____, I also hereby agree to vacate
the Flat and hand over the peaceful & vacate possession of your above mentioned Flat.

I Confirm.

(Mr. _____)

**FORM NO. 29
COMMON**

[Under Bye-law No. 45 (2) (I)]

The form of application for permission to sub-let, give on leave And license or care-taker basis the flat or part thereof.

To,

The Secretary,

_____ **Co- Operative Housing Socitey Limited,**

Sir,

**I, Mrs. _____, the Member of the _____
Co- Operative Housing Socitey Limited, _____ Holding
Flat No- _____, admeasuring- _____ sq.ft. On ___ Floor of the building numbered
*named as of the _____ Co- Operative Housing Socitey Limited,**

I propose to sub-let*give on leave and license*care-taker basis, my flat*part of the flat to the person named hereinafter under an agreement (copy enclosed) under the following circumstances:

- (i) I am required to go out of the area of operation of the society under conditions of service*on business proposition*my prolonged illness. The duration of my absence from the headquarters will not be less than 11 months. I cannot continue in occupation of my flat during the period of my absence from the headquarters.**
- (ii) There are no facilities available at the moment in the locality of the society for education of my children. According to the information gathered by me, the provision of facilities for education of my children may require 11 months. In the absence of these facilities, it will not be possible for me to occupy the flat*continue in occupation of the flat during the above period.**
- (iii) I could not secure admission to the school for my children in the locality of the society. It may take 11 months for me to secure admission to the school in the locality for my children. During this period, it will not be possible for me to occupy the flat*continue in occupation of the flat.**

Note : State any reason other than those mentioned above to justify your inability to occupy or continue in occupation of the flat.

2.

The name of the person to whom the flat*part of the flat is proposed to be sub-let* proposed To be given on leave and license*caretaker basis is Mr. _____ a Flat no- _____, _____, His* Her*Their application for nominal membership of the society in the prescribed for enclose Herewith.

I undertake to initiate legal proceedings against the sub lettee* licensee*care-taker, on my failure to secure vacant and peaceful possession of the flat from the sub-lettee*I licensee*care-taker, on expiry of the original or extended period of sub-letting*licensee*care-taking and to make the society the party to the proceedings and to reimburse the expenditure, which the society may be required to incur on legal proceedings to get back the possession of the flat*part of the flat.

I also undertake to pay all the charges of the society every month within the time stipulated Without any excuse, from the date, I part with the possession of the flat* part of the flat, till I get possession thereof.

I also undertake to pay non-occupancy charges, at the rate, fixed by the society, during the period, mentioned above.

I request you please to grant necessary permission to sub-let* give on leave and license*care- taker basis, the flat*part of the flat, to the person hereinabove mentioned, for a period of 11 months. In case it becomes necessary for me to extend the period of sub-letting*giving on leave and license*care-taker basis the flat*part of the flat, I will submit an application for extending the period, well in advance of expiry of the original period with due justification for extending the period.

Yours faithfully,

(Mrs. _____)

Place - MUMBAI

Signature of the Applicant

Date:

(Under the bye-laws Nos. 20(1) & 45 (2) (ii))

**A Form of application for Nominal membership by the Sub-lettee,
The Licensee or the Care-taker.**

To,

The Secretary,

_____ Co- Operative Housing Society Limited,

Sir,

I, we, Mr. _____ have entered into an agreement as per copy enclosed, with Mrs. _____, member of the _____ Co- Operative Housing Society Limited _____ and holding Flat No. _____, in the building of the Society, for sub-letting*giving on care-taker basis*leave and license basis the said flat*part of the said flat

I request you to admit me as a nominal member of the society.

I remit herewith the entrance fee Rs. _____/-.

I am aware that being a nominal member, I have no rights or privileges of a member and Cannot claim any share in any form in the profits or assets of the society.

I undertake to vacate the flat*part of the flat peacefully immediately on expiry of the period of Agreement or the extended period.

I have gone through the bye-laws of the society and undertake to abide by them with any Modifications, the Registering Authority may make in them.

Yours faithfully,

Place: Mumbai

Date:

(Mr. _____)

* Strike out which is not applicable.