**LEAVE AND LICENSE AGREEMENT**

This Leave and License Agreement (this “Agreement”) is entered into as of \_\_\_\_\_\_\_\_\_\_ (the ‘’Effective Date’’) at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Place).

**BETWEEN:** \_\_\_\_\_\_\_\_\_\_(“Name of company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], a company, duly incorporated and registered under the Companies Act, 2013, with its principal place of business located at \_\_\_\_\_\_\_\_\_\_[[Company Address]], (the “Company”), through its \_\_\_\_\_\_\_\_\_\_[[Authorised signatory: Name of the Person]], (the “Lessor” which expression shall include their heirs, legal representatives, successors and assigns).

**AND:** \_\_\_\_\_\_\_\_\_\_(“Name of company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], (the "Agency"), a company, duly incorporated and registered under the Companies Act, 2013, with its principal place of business located at \_\_\_\_\_\_\_\_\_\_[[Company Address]], (the “Company”), through its\_\_\_\_\_\_\_\_\_\_ [[Authorised signatory: Name of the Person]], (the “Lessee” which expression shall include their heirs, legal representatives, successors and assigns).

**PREAMBLE**

**WHEREAS** the Lessor is the lawful owner of, and otherwise well sufficiently entitled to\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Lease Property Address Line 1, Address Line 2, City, State, Pin Code] falling in the category, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Independent House / Apartment / Farm House / Residential Property] and comprising of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[X Bedrooms], [X Bathrooms], [X Carparks] with an extent of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[XXXX Square Feet] hereinafter referred to as the `said premises`;

**WHEREAS** Name of the Landlord the Landlord is the absolute owner of the property situated at \_\_\_\_\_\_\_\_\_\_ [[Complete Address of the Property]] consisting of number of bedrooms, living room, family lounge, kitchen, servant room and inbuilt fittings & fixtures and inventory of the equipment as detailed in annexure-1, hereinafter referred to as "Demised Premises".

**WHEREAS** the Lessor hereby grant to the Lessee, the right to enter into and use and remain in the said premises along with the existing fixtures and fittings listed in Annexure 1 to this Agreement and that the Lessee shall be entitled to peacefully possess, and enjoy possession of the said premises, and the other rights herein.

**WHEREAS** the Tenant has requested the Landlord to grant Rent with respect to the Complete Address of the Property and the Landlord has agreed to rent out to the Tenant the Property for residential purposes only:

**WHEREAS** That the Tenant and Landlords represent and warrant that they are fully empowered and competent to make this Rent.

**AND WHEREAS** at the request of the Lessee, the Lessor has agreed to let the said premises to the tenant for a term of \_\_\_\_\_\_\_\_\_\_ [Lease Term] commencing from\_\_\_\_\_\_\_\_\_\_ [Lease Start Date] in the manner hereinafter appearing.

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DURATION OF THE RENTAL AGREEMENT

That the lease hereby granted shall, unless cancelled earlier under any provision of this Agreement, remain in force for a period of\_\_\_\_\_\_\_\_\_\_ [[Lease Term]].

That the Lessee will have the option to terminate this lease by giving [[one month`s notice]] in writing to the Lessor.

1. AMOUNT OF RENT

That in consideration of use of the said premises the Lessee agrees that he shall pay to the Lessor during the period of this agreement, a monthly rent at the rate of \_\_\_\_\_\_\_\_\_\_[[Monthly Rental in Number & Words]]. The amount will be paid in advance on or before the date of\_\_\_\_\_\_\_\_\_\_ [[1st day]] of every English calendar month.

1. LICENSE FEE AND PAYMENT OF DEPOSITS

That the Licensee shall pay to the Licensor Rs. \_\_\_\_\_\_\_\_\_\_[[Amount]] Per month towards the compensation and Rs.\_\_\_\_\_\_\_\_\_\_ [[Amount of Deposit]] Interest free Refundable deposit, for the use of the said licensed premises. The amount of monthly compensation shall be payable within first 5 days of the concerned month of Leave and License.

That the Licensee have paid / shall pay the above mentioned deposit/premium as mentioned above by Cash. Amount Rs. \_\_\_\_\_\_\_\_\_\_

In case the Landlord fails to refund the security deposit to the Tenant on early termination or expiry of the Rent agreement, the Tenant is entitled to hold possession of the Rented premises, without payment of rent and/or any other charges whatsoever, till such time the Landlord refunds the security deposit to the Tenant. This is without prejudice and in addition to the other remedies available to the Tenant to recover the amount from the Landlord.

That the Lessee has paid to the Lessor a sum of\_\_\_\_\_\_\_\_\_\_ [Rental Deposit in Number and Words] as deposit, free of interest, which the Lessor does accept and acknowledge. This deposit is for the due performance and observance of the terms and conditions of this Agreement. The deposit shall be returned to the Lessee simultaneously with the Lessee vacating the said premises. In the event of failure on the part of the Lessor to refund the said deposit amount to the Lessee as aforesaid, the Lessee shall be entitled to continue to use and occupy the said premises without payment of any rent until the Lessor refunds the said amount (without prejudice to the Lessee`s rights and remedies in law to recover the deposit).

1. MAINTENANCE CHARGES

That the Licensee herein shall bear and pay all the maintenance charges of Rs.\_\_\_\_\_\_\_\_\_\_[[Amount in Numbers]] towards maintenance of Generator & Elevator, Salaries towards guards, Charges for Electricity Maintenance for Common Areas, Charges towards cleaning of Common Areas and towards maintaining the lawn, whichever applicable, in respect of the said Licensed Premises, and other outgoings including all rates, taxes, levies, assessment, non-occupancy charges, etc.in respect of the said premises shall be paid by the Licensor.

1. ELECTRICITY CHARGES

That during the Rent period, in addition to the rental amount payable to the Landlord, the Tenant shall pay for the use of electricity and water as per bills received from the authorities concerned directly. For all the dues of electricity bills and water bills till the date the possession of the premises is handed over by the Landlord to the Tenant it is the responsibility of the Landlord to pay and clear them according to the readings on the respective meters . At the time of handing over possession of the premises back to the Landlord by Tenant, it is the responsibility of the Tenant to pay electricity & water bills, as presented by the Departments concerned according to the readings on the respective meters upto the date of vacation of the property.

That all the sanitary, electrical and other fittings and fixtures and appliances in the premises shall be handed over from the Landlord to the Tenant in good working condition. There will be 3 weeks maintenance period after the possession of Name of tenant . If during these 3 weeks any defect is in electrical outlets/appliances, plumbing/ sanitary is identified & duly notified, the Landlord shall be responsible to repair/ replace the same at his own cost. Upon returning the premises, all the sanitary, electrical and other fittings and fixtures will be restored by the Tenant in a good condition as they are at present, subject to normal wear and tear and damage by act of God.

The Lessee shall pay the actual electricity, shared maintenance, water bills for the period of the agreement directly to the authorities concerned. The relevant `start date` meter readings are \_\_\_\_\_\_\_\_\_\_[Starting Meter Reading].

1. NO TENANCY

That the Tenant shall not sublet, assign or part with the demised premises in whole or part thereof to any person in any circumstances whatsoever and the same shall be used for the bonafide residential purposes only.

That the Lessee shall have no right to create any sub-lease or assign or transfer in any manner the lease or give to any one the possession of the said premises or any part thereof.

1. DUTIES AND OBLIGATIONS OF THE LANDLORD:

The Tenant paying the rent herein reserved and observing and performing the terms and conditions on the part of the Tenant as herein contained, shall be entitled to peaceful and quiet enjoyment of the demised premises during the period of this Rent free from any interference, interruption, or objection whatsoever from the Landlord.

The Landlord shall indemnify and keep the Tenant fully indemnified and held harmless from and against all damages, costs and expenses caused to or incurred by the Tenant as result of any defect in the title of the Landlords which disturbs or interferes with the possession and enjoyment of the demised premises by the Tenant under the covenants herein before contained.

In the event the Landlord transfers, alienates or encumbers or otherwise howsoever disposes of or deals with Rented premises or any part thereof or its right, title and interest therein during the terms of the present Rent or further extended period, the Landlord shall intimate the Tenant about the same in writing and the future owner or successor-in-title of the Rented premises shall be bound to honor the terms of this Rent Deed, including further extensions as stated hereinabove and Landlords shall get an undertaking from the said purchaser / transferee to that effect.

The Landlord shall acknowledge and give valid receipts for each payment made by the Tenant to the Landlord, which shall be treated as conclusive proof of such payments.

The premises is free from all encumbrances and have not entered into any agreement or arrangement for disposing or dealing with the premises or any part thereof/or the Landlord’s title, right, and interest in the demised premises in any manner.

The Landlord confirms that in case for any reason whatsoever the premises in reference or any part thereof cannot be used for residential purposes because of any earthquake, civil commotion, or due to any natural calamity or if Premises is acquired compulsorily by any authority, over which the Tenant has no control, the Tenant shall have the right to terminate the Rent forthwith and vacate the premises and the Landlord shall refund the security deposit or the rent received in advance to the Tenant forthwith.

The Landlord represents that the Demised Premises is free from all construction defect including but not limited to all moisture related construction defects such as leakage, cracks in house walls including that of compound walls, breakage of floor tiles, etc.

The Landlord represents that he has complied with all the statutory payments of the property including that of taxes, penalties if any and statutory dues to the local authority including but not limited to municipality, village panchayat, development authority, departments of electricity, sewage and/ or water. The Landlord also represents that there is no Charge including mortgage due exist on the Demised Premises which would affect the peaceful possession of the Tenant of the Demised Premises.

That the Landlord shall pay for all taxes/cesses levied on the premises by the local or government authorities in the way of property tax for the premises and so on. Further, any other payment in the nature of subscription or periodical fee to the welfare association shall be paid by the Landlord.

That the Landlord will keep the Tenant free and harmless from any claims, proceedings, demands, or actions by others with respect to quiet possession of the premises.

1. DUTIES AND OBLIGATIONS OF THE TENANT

That the Tenant will keep the Landlord harmless and keep it exonerated from all losses (whether financial or life), damage, liability or expense occasioned or claimed by reasons of acts or neglects of the Tenant or his visitors, employees, whether in the Rentd premises or elsewhere in the building, unless caused by the negligent acts of the Landlord.

The Tenant shall maintain the Demised Premises in good and tenable condition and all the minor repairs such as leakage in the sanitary fittings, water taps and electrical usage etc. shall be carried out by the Tenant. That it shall be the responsibility of the Tenant to hand over the vacant and peaceful possession of the demised premises on expiry of the Rent period, or on its early termination, as stated hereinabove in the same condition subject to natural wear and tear.

That the day-to-day repair jobs such as fuse blow out, replacement of light bulbs/tubes, leakage of water taps, maintenance of the water pump and other minor repairs, etc., shall be effected by the Lessee at its own cost, and any major repairs, either structural or to the electrical or water connection, plumbing leaks, water seepage shall be attended to by the Lessor. In the event of the Lessor failing to carry out the repairs on receiving notice from the Lessee, the Lessee shall undertake the necessary repairs and the Lessor will be liable to immediately reimburse costs incurred by the Lessee.

That in case, where the Premises are not vacated by the Tenant, at the termination of the Rent period, the Tenant will pay damages calculated at two times the rent for any period, of occupation commencing from the expiry of the Rent period. The payment of damages as aforesaid will not preclude the Landlord from initiating legal proceedings against the Tenant for recovering possession of premises or for any other purpose.

On the expiration of The Said terms or period of the Rental or earlier termination thereof, the Tenant shall hand over vacant and peaceful possession of the Landlord said Flat to the Landlord in the same condition in which Rented Premises now exist, subject to normal wear and tear. The Tenant, occupation of Rented Premises after such termination, will be deemed to be that of a trespasser.

That the day-to-day minor repairs will be the responsibility for the Tenant at his/her own expense. However, any structural or major repairs, if so required, shall be carried out by the Landlord.

That no structural additions or alterations shall be made by the Tenant in the premises without the prior written consent of the Landlords but the Tenant can install air-conditioners in the space provided and other electrical gadgets and make such changes for the purposes as may be necessary, at his own cost. The Landlord represents that the Premises possesses the adequate electrical infrastructure to cater for the electrical appliances including the air conditioners. On termination of the tenancy or earlier, the Tenant will be entitled to remove such equipments and restore the changes made, if any, to the original state.

That the Tenant shall comply with all the rules and regulations of the local authority applicable to the demised premises. The premises will be used only for residential purposes of its employees, families and guests.

That the Lessor shall be responsible for the payment of all taxes and levies pertaining to the said premises including but not limited to House Tax, Property Tax, other cesses, if any, and any other statutory taxes, levied by the Government or Governmental Departments. During the term of this Agreement, the Lessor shall comply with all rules, regulations and requirements of any statutory authority, local, state and central government and governmental departments in relation to the said premises.

1. 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.

1. INSPECTION

That the Lessor or its duly authorized agent shall have the right to enter into or upon the said premises or any part thereof at a mutually arranged convenient time for the purpose of inspection.

1. 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 30 days to the Licensor as mentioned earlier.

It is hereby agreed that if default is made by the lessee in payment of the rent for a period of three months, or in observance and performance of any of the covenants and stipulations hereby contained and on the part to be observed and performed by the lessee, then on such default, the lessor shall be entitled in addition to or in the alternative to any other remedy that may be available to him at this discretion, to terminate the lease and eject the lessee from the said premises; and to take possession thereof as full and absolute owner thereof, provided that a notice in writing shall be given by the lessor to the lessee of his intention to terminate the lease and to take possession of the said premises. If the arrears of rent are paid or the lessee comply with or carry out the covenants and conditions or stipulations, within fifteen days from the service of such notice, then the lessor shall not be entitled to take possession of the said premises.

1. POSSESSION

That immediately upon the expiration or termination or cancellation of this agreement the Licensee shall vacate the said premises without delay with all his/her goods and belongings. In the event of the Licensee failing and / or neglecting to remove himself and / or his/her 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/her belongings from the Licensed premises, without recourse to the Court of Law.

1. FURNITURE AND APPLIANCES

The said premises is having the Furniture and Appliances mentioned in the Schedule I. 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.

The Landlord has provided names of the Equipments such as Microwave, Oven, Refrigerator, Washing Machine & Air-conditioners at the “Demised Property” and servicing & repair will be the responsibility of the Tenant.

That the Lessor shall, before handing over the said premises, ensure the working of sanitary, electrical and water supply connections and other fittings pertaining to the said premises. It is agreed that it shall be the responsibility of the Lessor for their return in the working condition at the time of re-possession of the said premises (reasonable wear and tear and loss or damage by fire, flood, rains, accident, irresistible force or act of God excepted).

That the Lessee shall use the said premises along with its fixtures and fitting in careful and responsible manner and shall handover the premises to the Lessor in working condition (reasonable wear and tear and loss or damage by fire, flood, rains, accidents, irresistible force or act of God excepted).

1. LOCK IN PERIOD

Both the parties have agreed to set a lock-in period of \_\_\_\_\_\_\_\_\_\_[[Month(s)]] during which neither the licensor shall ask the licensee to vacate the premises, nor the licensee shall vacate the premises on his/her 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

1. NON-VEGETARIAN CLAUSE

The tenant shall not use the premises for baking or having or eating the non-vegetarian food or beverages.

1. DISPUTE AND APPLICABLE LAW

In case of any dispute to this agreement and the clauses herein, the same will be settled in the jurisdiction of the local civil courts.

1. REGISTRATION

That the Rent Agreement will be registered in front of registrar and the charges towards stamp duty, court fee & lawyer/coordinator will be equally borne by the Landlord & Tenant.

**IN WITNESS WHEREOF**, each party to this agreement has caused it to be executed at\_\_\_\_\_\_\_\_\_\_ [[Place of Execution]] on the date indicated above.

By First Party: \_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_

By Second Party: \_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESSES:

1. Name of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_

Address of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_

1. Name of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_

Address of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_