**​[stamp paper goes here]**

**THIS LEAVE AND LICENSE AGREEMENT** is executed on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_ in \_\_\_\_\_\_\_\_\_\_\_ ,

**BETWEEN**
Mr/Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_, (s/o, w/o, d/o) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, aged about \_\_\_\_\_\_\_\_\_ years, currently employed by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and presently residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Herein after referred to as the **LICENSOR**(which expression, wherever context requires, mean and include, his heirs, representatives, executors and assigns) of the FIRST PART;

**AND**
Mr/Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , (s/o, w/o, d/o) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, aged about \_\_ years, currently employed by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and presently residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Hereinafter referred to as the  **LICENSEE**(which expression, wherever context requires, mean and include, his heirs, representatives, executors and assigns) of the SECOND PART.

**WHEREAS**the LICENSOR has the absolute right to let out the Scheduled Property, bearing at **Property Address,**described in the schedule to this Agreement, and enter into this Leave and License Agreement with the Licensee on the terms and conditions contained herein;

**WHEREAS**the LICENSOR has agreed to let the premises hereinafter referred to as the SCHEDULED/LICENSED PREMISES, and more fully described in the schedule below, together with fittings, fixtures and amenities as detailed in the annexure (2) hereto, to be used by the LICENSEE for residential purpose only for themselves and their immediate family members and the LICENSEE has agreed to take the Scheduled/Licensed Premises on Leave and License from the LICENSOR on the following terms and conditions mutually agreed to between the parties;

          **AND WHEREAS** the Licensee has approached the licensor with a request to allow the Licensee to temporarily occupy and use schedule premises, on leave and license basis until the Licensee gets other more suitable accommodation.

**NOW THIS AGREEMENT OF LEAVE AND LICENSE WITNESSETH AS FOLLOWS:**

1. That in consideration of the License Fees hereby reserved and of the terms conditions and covenants of the license contained and on the part of the parties to be observed and performed the LICENSOR hereby agrees to grant by way of LICENSE to the LICENSEE, the LICENSED PREMISES, more fully described in the Schedule to this agreement.
2. Both the LICENSOR and the LICENSEE hereby undertake to duly observe all terms, conditions and covenants incorporated in this Leave and License Agreement.
3. The License shall commence on**/     /20\_\_**and be initially for a period of 11 months which will expire on **/     /20\_\_.**The License can be renewed with a fresh agreement that must be signed at least 2 months prior to the Expiration of the said License for renewal. The standard escalation during renewal will be **5%**. The Licensor can renegotiate the rent in case of any major fluctuation of rent due to market conditions.
4. On signing this agreement, the LICENSOR herein has/have handed over to the LICENSEE the Schedule Premises for their use and enjoyment. The handing over of the Licensed Premises by the LICENSOR to the LICENSEE shall not be construed as handing over possession of the Licensed Premises in part performance of a contract within the meaning of Section 53-A of the Transfer of Property Act 1882- but only as a permission to use and enjoy the Licensed Premises as a Licensee under a License as defined under Section 52 of the Indian Easements Act 1882. The physical and legal possession of the Licensed Premises shall always be with the LICENSOR only.
5. The license fee payable by the LICENSEES to the LICENSOR for the Licensed Premises shall be **Rs. \_\_\_\_\_**per month, **including/excluding** the Maintenance charges payable to the Association, for the Eleven months License period. The aforementioned License fees shall be paid in advance for the month it is due on or before the 5th of each month being the English Calendar month, in respect of which Post Dated cheques must be handed over to LICENSOR for all 11 months of the Leave and License agreement.
6. The LICENSEES have paid the LICENSOR an interest free refundable Security Deposit of **Rs.\_\_\_\_\_\_\_\_\_**the receipt of which the LICENSOR does hereby acknowledges subject to realization. The said interest free  Security  Deposit shall be refundable to the LICENSEES by  the  LICENSOR free of interest within 7 days of the LICENSEES handing over  the Scheduled  Premises with fixtures, fittings, amenities and all keys on the expiry or earlier termination of the License. However the LICENSOR shall be entitled to deduct from the said Security Deposit any arrears of license fees, electricity and water charges, and association dues, and the costs of any repairs for damages to the Licensed Premises and/or to the fixtures, fittings and amenities provided by the LICENSOR, and/or for any cleaning, painting and supervision charges in the event of the Licensed Premises not provided in the same state it was handed over to the LICENSEE.

**The LICENSEES hereby covenants with the LICENSOR as follows :**

1. The LICENSEE hereby undertakes to pay the License Fees regularly, as hereto provided without making any deductions whatsoever therefrom and in a manner laid down hereinabove.
2. The LICENSEE hereby undertakes to use the premises for residential purpose only and abide by all applicable laws, bye-laws, rules and regulations and further covenants not to carry on any commercial activity (paying guest, guest house, service apartment, hotel etc) or illegal business or trade within the Licensed Premises either by itself or through a Third Party. In addition, the LICENSEE hereby undertakes not to store within or around the Licensed Premises, any materials or goods that are dangerous or prohibited by any law, rule or guideline. Further, the LICENSEE shall not commit any nuisance or disturbance to the residents in the neighbourhoods. The LICENSEE shall be responsible for any breach of this clause. The LICENSEE herein agrees to indemnify the LICENSOR for any such damage, including action by third party that may occur due to breach of this clause.
3. The LICENSEE hereby further covenants not to alter the structure or construct or erect semi- permanent, permanent or temporary, structure inside or outside the Licensed Premises or change the walls, doors, or damage the flooring.
4. The LICENSEE hereby undertakes that during the tenure of this Leave and License Agreement, the LICENSEE shall keep the Licensed Premises as well as all fixtures and fittings within the Licensed Premises in good and working condition and repair subject to normal wear and tear (due to age of fitting and fixtures). Any damage of fittings, fixtures or any part of the Licensed Premises, caused due to LICENSEE’s negligence will be borne by LICENSEE. Any minor repair work in the Licensed Premises shall be borne by the LICENSEE, even if not caused by the negligence of the LICENSEE.
5. The LICENSEES shall not transfer the License, nor sublet, re-let, under-let, or part with, a portion or portions, or the whole of the Licensed Premises including the fixtures and fittings in favour of any Third Party, or change/ modify the nature of license other than license for residential purpose only.
6. The LICENSEE hereby agrees to permit the LICENSOR and/or his authorized representatives to enter into and inspect the Licensed Premises in the presence of the LICENSEE and/or its authorized representative’s at all reasonable hours with 24 hours advance notice, for inspecting or carrying out repairs, if any, to the premises.
7. The LICENSEE hereby agrees to pay all utility charges - the electricity, water, gas, internet and phone charges directly to the concerned authorities in respect of the Schedule Property as per the meter(s) provided therein.
8. The LICENSEE shall follow the rules and regulations laid down time to time by the Apartment owners society, during the period of this agreement.
9. On the expiry or earlier termination of this Indenture of License the LICENSEES shall restore the Licensed Premises to its original state by removing their fixtures, fittings and amenities NOT provided by the LICENSOR without causing any damage to the Licensed Premises and to the fixtures, fittings and amenities provided by the LICENSOR, normal wear and tear accepted.  Any nails fitted by the LICENSEE must be removed and the walls restored to its original condition. Any holes caused due to the LICENSEE’s A/C ducting, drilling, nails, etc., must be repaired by the LICENSEE and the walls restored to its original condition with a fresh painting to the walls, as required.
10. On the expiry or earlier termination of this Indenture of License the LICENSEES shall deliver the Licensed Premises together with fixtures, fittings and amenities provided therein by the LICENSOR by restoring the Licensed Premises to its original state that is ready to tenant, with a thorough cleaning done, and painting as required, without causing any damage to the Licensed Premises and or to its fixtures, fittings and amenities.

**The LICENSOR hereby covenant with the LICENSEES as follows:**

1. That the LICENSEE paying the license fees hereby reserved and observing all the undertakings and covenants incorporated herein, shall be entitled to enjoy quiet and peaceful use of the Licensed Premises during the term of the License, without any objection or interference whatsoever from the LICENSOR or any person/(s) claiming through the LICENSOR.
2. The LICENSEE shall not be responsible for the payment of all property rates, taxes, cesses and all other charges including Municipal Taxes, levied by any authority whatsoever, in respect of the Licensed Premises.
3. The  LICENSOR  shall  attend  to  any  major  structural  defects for repairs  to  the Licensed Premises on notice in writing of such defects being given by the LICENSEES to the LICENSOR.

**TERMINATION**

1. Either party shall hereto shall have the right to terminate this License by giving a written notice of termination two months in advance to the other party. The LICENSEE must sent a notice by email to *termination@propertyangel.in*
2. The LICENSEE shall hand over the restored Licensed Premises to the LICENSOR, along with all the keys given to the LICENSEE, on or before the  expiry  of  this  License  or  completion  of  its  earlier termination’s  notice period, and any delay in doing so would be subject to a penalty.  The LICENSOR shall refund the security deposit subject to Clauses of this Agreement, within 7 days of receiving the vacant premises and all keys.
3. The LICENSOR is entitled to terminate this Leave and License Agreement in the event of the Licensee committing any breach of any of the terms of this License or for a default in payment of the License Fees or electricity charges on the due dates. The LICENSOR shall, in such cases, serve a notice of such default on the LICENCEE at the aforementioned address of the LICENSEE by Registered Post, OR to the email ID of the LICENSEE as noted in the Tenant form, and the LICENCEE shall, within 48 hours of the receipt of such notice, rectify such default failing which the LICENCE will stand terminated and the LICENCEE shall hand over the licensed premises to the LICENSORS forthwith. The LICENSEE shall pay an additional penalty of Rs. 1000 for any cheque given by the LICENSEE to the LICENSOR that bounces, and the defaulting amount along with the penalty will need to be transferred to the LICENSOR’s account within 48 hours, failing which the LICENCE will stand terminated and the LICENCEE shall hand over the licensed premises to the LICENSORS forthwith.
4. In the event of the LICENCEE being declared insolvent or the LICENCEE being ordered to be wound up for any reasons by any Court or direction and /or receiver being appointed, this LICENCE shall stand terminated and the LICENSORS shall become entitled to take back  the licensed Premises and to occupy it forthwith.
5. The LICENCEE agrees that the LICENSORS shall upon termination of the LICENCE in any of the circumstances mentioned in any of the clauses set out under 20 to 23 above, be entitled on such termination to resume possession of the Licensed Premises.
6. In the event that both parties mutually agree to renew the License, a fresh agreement must be signed at least 2 months prior to the expiration of this Leave and License agreement. In the event that the LICENSEE fails to indicate their willingness to renew by signing a fresh Leave and License agreement at least 2 months prior to expiration, even after a reminder by the LICENSOR, the LICENSOR is free to sign a fresh Leave and License agreement with a new Licensee, and the LICENSEE must vacate the premises as indicated above upon expiration of this Leave and License agreement.
7. The LICENSEE must co-operate with the LICENSOR and allow other potential tenants to inspect the premises during the notice period.

**INDEMNITY**

1. Notwithstanding any other right available to either of the parties under any law, regulation, practice, or custom in force, both parties undertake to fully indemnify and keep each other indemnified and hold harmless from and against any losses, damages, claims of any nature and proceedings including agreement court proceedings, in the event of non-compliance or breach of any of the provisions of this Agreement or the representations or undertakings or covenants contained herein.
2. The LICENSEE shall not be liable for the loss or damage caused to the SCHEDULE PREMISES due to natural calamities such as fire, lightning explosion, riot, strike, earthquake, terrorism, malicious damage, impact damage, storm, typhoon, flood or due to any act of god. The LICENSEE shall not be liable for any Structural damages or other major damages caused to the Schedule premises on account of force majeure.

**The LICENSOR and the LICENSEES agree to the following :**

1. The address for the purposes of services of notices to the LICENSOR shall be the address as given in this deed, unless any change of address is notified. Similarly the address of the LICENSEE shall be the address given in this deed unless any change is notified.
2. The invalidity of any part of this agreement shall not affect the remaining part of the agreement, and the agreement shall be construed as if such invalid portion had not been part of the Agreement.
3. This leave and License shall be subject to the laws of India, and the Courts at Bangalore shall alone have sole jurisdiction.
4. In the event of any change, modification, amendment to any of the terms under this Leave and License agreement, both the parties have liberty to enter into amend this agreement

**LICENSED/SCHEDULED PREMISES**
All that piece and parcel of immovable property bearing address  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, consisting of \_\_\_ Bedrooms, \_\_\_ Bathrooms, \_\_\_Balconies, \_\_\_ Terraces, 1 Hall, 1 kitchen, \_\_\_ Covered Car parking and \_\_\_ Open car parking, etc, with electricity and water connection, together with fittings, fixtures and amenities as detailed in the annexure (2) hereto.

**IN WITNESS WHEREOF**, the parties have executed this deed on the day, month and year first noted above.

WITNESSES:

1.                                                                                                 LICENSOR

  2.                                                                                                LICENSEE.

**Annexure:**

**[fittings and fixtures go here]**