

LEASE DEED

dated _____ 2018

BY AND BETWEEN

**Mr. A
(as the "Licensor")**

AND

**Mr. B
(acting as the "Licensee")**



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THIS LEAVE AND LICENCE AGREEMENT made at _____ this ____ day of January, Two Thousand [●].

Between

(1) Mr _____, **aged** ____ **years** and **(2) Mrs.** _____ **aged** ____ **years**, residing at Flat No____, Building _____, hereinafter called the `LICENSOR' (which expression shall include his heirs, executors, legal representatives and assigns) of the **One Part**;

And

MR. _____, **aged** ____ **years**, residing at _____, hereinafter called the `LICENSEE' (which term wherever the context so permits mean and include its successors-in-interest and/or assigns) of the **Other Part**.

WHEREAS the **LICENSOR** is the exclusive and lawful owner of residential Flat bearing No.____, admeasuring _____ sq. ft. built-up area on the ___ floor of the building known as _____” along with one stilt car park, situated at _____Mumbai, and hereinafter called `PREMISES' and more particularly described in the **Schedule I** hereunder.

AND WHEREAS the **LICENSEE** has approached the **LICENSOR** and offered to take on Leave & License the said **PREMISES** along with certain fixed furniture and movable furniture, fittings and appliances which are listed in the **Schedule II** for the use and occupation by the **LICENSEE** and his/her family members and the **LICENSOR** has agreed to grant such license of the said **PREMISES** to the **LICENSEE** on the terms and conditions mutually agreed upon.

AND WHEREAS the parties hereto are desirous of recording the terms and conditions agreed between them as hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The **LICENSEE** shall by permission of the **LICENSOR**, have the use of, occupy and enjoy the said **PREMISES** for a period of _____months commencing from _____, 2011 on a license fee/compensation of **Rs. _____per month** (Rupees_____only), which shall be paid in advance on or before the 10th day of each calendar month. The delay in payment will attract interest @ 15% p.a. without prejudice to the other rights and remedies available to the Licensor under this Agreement. The license fees shall be subject to deduction of tax at source and the Licensee shall send the original TDS Certificate to the Licensor. In the event the Licensee fails and/or neglects to send TDS Certificate in time, the Licensee shall be liable to pay and/ or reimburse all taxes, penalties, interest, cess, damages that may be levied by the tax authorities to the Licensor and/ or suffered or incurred by the Licensor in that regard. The payment of the aforesaid license fee/compensation shall be drawn in favor of **Arwa Alvares**, payable at Pune.
2. The **LICENSEE** has paid to the **LICENSOR** an **Interest Free Deposit of Rs._____ (Rupees _____Only)** through **cheque no. _____**, dated _____, drawn on _____. The deposit shall be refunded by the **LICENSOR** to the **LICENSEE** upon handing over vacant and peaceful possession of the said **PREMISES** after adjusting and deducting agreed amounts between **LICENSEE** and **LICENSOR** for any loss damage caused to the said **PREMISES** or the items specified in **Schedule II** if any and any dues viz. arrears of compensation, balance electricity, till such date the said **PREMISES** were occupied by the **LICENSEE**. The decision of the **LICENSOR** as to the amount of loss shall be final after discussing with **LICENSEE**.

3. This Agreement is exclusive to the Licensee and is non transferable and the Licensee is not entitled to assign or transfer any privileges or benefits of this agreement or part with the use and occupation of the licensed premises or any part or portion thereof or sub-let the licensed premises or any part or portion thereof to any third person or entity and/or induct anyone whomsoever in the said licensed premises or any part or portion thereof at any time whatsoever.
4. At all times, the Licensor shall remain and be deemed to be in actual possession of the licensed premises and that the Licensee and his family members shall at no time whether during the subsistence of the License or thereafter claim to be in possession of the licensed premises or any part thereof. For the sake of convenience, a duplicate key of the main entrance door of the licensed premises shall be given by the Licensor to the Licensee on the assurance given by the Licensee that the Licensee will not at any time change the lock;
5. The **LICENSOR** shall pay all Levies, fees, and Municipal taxes that may be levied by the Government. The **LICENSOR** shall comply with all laws, rules and regulations of Government and Local Authorities as owner of the said **PREMISES**.
4. That in addition to the monthly compensation as aforesaid the **LICENSEE** shall pay the electricity/generator as per the reading of the meters, telephone, cable or satellite television, broadband charges and water charges as applicable.
5. All costs, charges, expenses incidental to this Agreement including stamp duty and/or registration charges shall be borne and paid equally by the **LICENSEE** and **LICENSOR**.
6. The **LICENSEE** shall keep the said **PREMISES** in good and habitable condition and deliver peaceful and vacant possession thereof to the **LICENSOR** on the termination of this agreement. The **LICENSEE** shall be responsible for keeping the scheduled items in good habitable condition (normal wear and tear accepted) and shall replace any part wholly or partially damaged during the term of this agreement at his own cost and expenses.
7. The **LICENSEE** shall not store any hazardous or inflammable articles except cooking gas cylinders in the said **PREMISES**.
8. It is agreed that the **LICENSEE** shall not carry out any civil structural additions, alterations or variations in the said **PREMISES** without the written consent of the **LICENSOR**, but can install telephone, air conditioners, water coolers etc., as and when required at his cost. The **LICENSEE** shall be at liberty, at his own cost and expense, to install lights, screens, shelves and partitions of a non-permanent or non-structural nature and other domestic household fittings and appliances and to remove the same at his own cost and expense without in any manner damaging

the condition of the interior of the **PREMISES** or any part thereof or the fixtures, fittings, furniture, appliances or effects thereof.

9. The **LICENSEE** shall remove such fixtures and fittings belonging to him on determination or termination of the license failing which the **LICENSOR** may at his discretion retain or dispose the same. On the removal thereof, the **LICENSEE** shall make good at his own cost and to the satisfaction of the **LICENSOR** any damage to the **PREMISES**, which may be directly attributable to the process of such removal.
10. The **LICENSEE** undertakes that he shall not sublet and / or underlet the licensed **PREMISES**, or assign the benefits under this agreement and /or create and third party rights / interest, and shall not carry out any activity in the said licensed **PREMISES** which is prohibited by the Law of Land or is deemed to be immoral or against the public policy. The **LICENSEE** also indemnifies the **LICENSOR** from any or all liabilities / consequences that may arise out of or due to any act / omission on the part of the **LICENSEE**.
11. The **LICENSEE** shall observe all rules, regulations and bye – laws of the said Society /condominium / Association of Apartment owners, for the time being in force in so far and to the extent required to be observed by it as the occupant for the time of the licensed **PREMISES**. The **LICENSEE** shall not do or suffer to be done anything which would become a nuisance or annoyance to or in any way interfere with the quiet or comfort of the **LICENSOR** or the other occupants of the said building or be prejudicial to the rights of **LICENSOR** as the owner of the said licensed **PREMISES**.
12. The **LICENSOR** shall not be responsible or liable for any theft, loss damage or destruction to any property of the **LICENSEE**, or any other person living in the said **PREMISES**, The **LICENSOR** shall further not be liable for any bodily, injury that may be caused due to any reason whatsoever, to the **LICENSEE** or any other persons living with the **LICENSEE** in the licensed **PREMISES**. However, the **LICENSEE** shall be liable to make good the losses suffered by the **LICENSOR** due to destruction or damage caused to the licensed **PREMISES** due to the negligent acts, or omissions on the part of the **LICENSEE** and / or his family / their employees / servants residing in the said licensed **PREMISES**.
13. The **LICENSOR** shall not be responsible for any injury and / or damage which may be caused to the **LICENSEE** and / or any other person living with him and / or any goods or property of the **LICENSEE** which may be lying in the licensed **PREMISES** due to fire an other natural calamities and / or accidents occurring and / or involving the licensed **PREMISES**.
14. The **LICENSEE** shall permit the **LICENSOR** and/or its agents, surveyor and workmen with all necessary tools/appliances to enter into and upon the licensed

PREMISES at all reasonable times by giving at least 24 hours previous notice (except in any emergency) to the **LICENSEE** for the purpose either of or viewing the condition of the licensed **PREMISES** or for doing such works or things may be requisite or necessary for any repairs with / of the licensed **PREMISES** and the water pipes and drains in or under the same or any parts of the said building. The **LICENSEE** shall allow such inspection/ repairs of the licensed **PREMISES** to be carried out without any objection or delay or claim for compensation.

15. It is agreed that the **LICENSEE** shall use the said **PREMISES** for the purpose for his personal stay only and not for any commercial activity or as a guest house.
16. Under circumstances where the Licensee is declared insolvent by any court of law, then the Licensor shall be at liberty to terminate this agreement after giving one month's notice to the Licensee in that regard and on expiry of the notice period this Agreement shall stand terminated.
17. That at all times the judicial possession of the said **PREMISES** shall be of the LICENSOR and the **LICENSEE** is merely granted permission to make use of the said **PREMISES** and hand it over to the **LICENSOR** on the expiry of the stipulated period.
18. It is agreed that the **LICENSEE** shall not claim any right in the licensed **PREMISES** or any part thereof or in the fixture and fittings attached to the said **PREMISES** for which the Leave and License has been granted to him by the **LICENSOR**. It is hereby declared that there is no intention between the parties to create tenancy or lease right in favor of the **LICENSEE** or any other person and the **LICENSEE** shall not claim tenancy rights or any other right title or interest or any nature whatsoever in the said **PREMISES** or any part thereof.
19. The agreement will stand terminated on expiry of the term of ___months from the date of commencement mentioned here-in. The **LICENSOR** or **LICENSEE** may terminate the agreement before the expiry of the term of the lease deed, by giving a written notice of 02 (two) months to the other party.
20. Upon the expiry or sooner termination of this Agreement by the **LICENSEE/ LICENSOR** in accordance with the terms hereof, the **LICENSEE** shall remove himself and all its belongings, chattels, articles and servants from the licensed **PREMISES** and hand over quiet, vacant and peaceful possession thereof to the **LICENSOR** alone with the **LICENSOR's** furniture, fixtures and fittings therein.
21. The **LICENSEE** shall be responsible for all breakage / damage to the licensed **PREMISES** or any of the furniture, fixtures, and appliances fixed / put therein. If any breakage / damage is found at the time of **LICENSEE** vacating the licensed **PREMISES**, the **LICENSEE** shall make good the losses by paying for the same. The **LICENSOR** reserves their rights to deduct such amounts from the deposit and return the balance (if any) to the **LICENSEE**.

22. Upon the expiration or sooner termination of this agreement, the **LICENSOR** shall forthwith refund and repay to the **LICENSEE** the **SECURITY DEPOSIT** amount paid in advance by the **LICENSEE** to the **LICENSOR** under clause 2 mentioned hereinabove after adjusting for arrears in license fee, expenses on repair of damages carried out but not recovered and reasonable estimate of expenses towards repair of damages (if any) yet to be carried out.
23. In case the **LICENSEE** fails to vacate the licensed **PREMISES** on expiry of the term granted herein or sooner termination as stated herein the **LICENSOR** is entitle to charge and the **LICENSEE** undertake to pay a sum of Rs.1500/-per day of such default, by way of liquidated damages till the licensed **PREMISES** is vacated and handed over to the **LICENSOR**.
24. It is expressly agreed that if the **LICENSEE** commits breach of any of the terms and conditions of this agreement and/or committing default in payment of the license fee and/or committing default in payment of the electricity bills; the **LICENSOR** shall be entitled to revoke the license hereby granted, by giving thirty days notice to remedy the breach complained of. If in spite of such notice the **LICENSEE** does not remedy the breach complained of the license hereby granted shall automatically stand revoked, and the consequences for expiration or sooner termination of this agreement provided under this agreement shall follow.
25. Any tolerance shown by the **LICENSOR** in respect of any breach of any of the terms of this agreement shall not prevent the subsequent enforcement of the terms and shall not be deemed to be a waiver of any such / subsequent breach.
26. Any dispute, difference or question arising between the parties in respect of this Agreement as to the construction, meaning or effect or any clause contained in this Agreement shall be exclusively to the jurisdiction of competent Courts in Pune
27. Any notice required to be served hereunder shall be sufficiently served on the **LICENSEE** at **LICENSEE's** permanent address at _____Mumbai 400001
28. **IN WITNESS WHEREOF** the parties hereto have executed these presents on the day, month and year first above written.

SIGNED AND DELIVERED by the)
with named “**LICENSOR**”)
in the presence of.....)
1. _____)
2. _____)

SIGNED AND DELIVERED by the)
with named “**LICENSEE**”)
in the presence of.....)
1. _____)
2. _____)

SAMPLE DRAFT

SCHEDULE - I
(SCHEDULE OF THE PROPERTY)

ALL THAT PIECE AND PARCEL of the property bearing Flat no. _____, admeasuring _____ built-up area alongwith attached eye level Terrace admeasuring _____sq ft on the ____ floor of the building known as _____ in the complex known as “_____” alongwith one stilt car park, situated at _____

SAMPLE DRAFT

SCHEDULE – II

(Have put them at random can be changed as per the Agreement)

(LIST OF FURNITURE AND FIXTURES)

List the furniture and fixtures that are provided in the PREMISES

Wooden Sofa Set (1nos 3 seater sofa + 2 nos 1 seater sofa) with cushions & cushion covers.

One Wooden Center Table with glass top.

One Triangular Wooden Corner Cabinet

One Small Wooden Cabinet

One Tall Wooden Cabinet with glass door

One Wooden Dining Table with Glass top + Five wooden chairs + One wooden child chair

One Wooden Chest of Drawers

One Wooden Showpiece Cabinet with two glass doors and two wooden doors.

One single bed with mattresses.

Geysers (2 nos).

Wooden Kitchen Cabinet with trolleys.

Two Godrej Steel Cupboards

One Godrej Steel Cabinet

Five Ceiling Fans

Curtain Rods with curtains on all windows (7 nos)

29 inch Samsung Colour Television

Samsung DVD Player

Four Plastic Chairs

One Plastic Table with wheels

One Plastic Stool