**Sample Agreement**

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Instructions to create document

**(Please Read Below Instructions, Before Creating Draft)**

1. Fill up highlighted part in space given between such brackets only.
2. Yellow highlighted part is instructions for you. It will not be a part of document draft.
3. Other than this way bracketed part, i.e. rest of the document is totally non editable as a standard format of Government Software except point No 4, 10 & 14. Hence do not edit anything except bracketed part.
4. There is a choice in Clause No 4. If Owner pays the monthly maintenance charges then select 4A. If Tenant pays the monthly maintenance charges then select 4B. Strike through or delete 4A or 4B which is not applicable. Do not edit 4A or 4B; as it is a standard clause.
5. Clause No 10 is a choice. It can be added or deleted as per your choice. Do not edit it; as it is a standard clause
6. Clause No 14 is a choice and it is editable also. More points can be added in it having total limit of 1000 characters including spaces.
7. Remaining all other clauses are non editable, and non removable; as it is a standard Government template.

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| **LEAVE AND LICENSE AGREEMENT** This agreement is made and executed on \_\_\_\_\_\_\_ at \_\_\_\_\_\_\_  ***Between,*** |
| **OWNER**  **1 Name**:  ***Write Owners Name Exactly As Per Aadhar Card Here*** ,  Age: About  Years, ; Gender :  ***M/F***  ; Salutation:  ***Mr / Mrs / Shrimati / Miss***  Occupation :  ***Business / Service / Student / HouseWife / Any Other***  PAN: ; Email-id:  ; Phone No:  Residing at (India Address) : Bldg Name  ; Flat No (OR House No)  ;  Road Name (OR At Village)  ; Location (OR Post)  ;  City (OR Taluka)  ; District  ; State  Pin Code: ***\_***  **If power of attorney is signing for owner then give details - *Applicable / Not Applicable***  **Name**:  ***Write POA’s Name Exactly As Per Aadhar Card Here*** ,  Age: About  Years, ; Gender :  ***M/F***  ; Salutation:  ***Mr / Mrs / Shrimati / Miss***  Occupation :  ***Business / Service / Student / HouseWife / Any Other***  Email-id:  ; Phone No:  Residing at (India Address) : Bldg Name  ; Flat No (OR House No)  ;  Road Name (OR At Village)  ; Location (OR Post)  ;  City (OR Taluka)  ; District  ; State  Pin Code: ***\_*** |
| HEREINAFTER called ‘the Licensor which expression shall mean and include the Licensor above named and also his respective heirs, successors, assigns, executors and administrators |
| AND |
| **TENANT**  **1 Name**:  ***Write Tenant’s Name Exactly As Per Aadhar Card Here*** ,  Age: About  Years, ; Gender :  ***M/F***  ; Salutation:  ***Mr / Mrs / Shrimati / Miss***  Occupation :  ***Business / Service / Student / HouseWife / Any Other***  Email-id:  ; Phone No:  PERMANENT ADDRESS (KEEP PDF OF PROOF WITH YOU TO UPLOAD)  Bldg Name  ; Flat No (OR House No)  ;  Road Name (OR At Village)  ; Location (OR Post)  ;  City (OR Taluka)  District  State Pin Code: ***\_***  Under Police Station Namely  IMMEDIATE PREVIOUS ADDRESS (KEEP PDF OF PROOF WITH YOU TO UPLOAD)  Bldg Name  ; Flat No (OR House No)  ;  Road Name (OR At Village)  ; Location (OR Post)  ;  City (OR Taluka)  District  State Pin Code: ***\_***  Under Police Station Namely  (If there are more than one tenant then, give every tenant’s info making copy paste above format of tenant’s info **HERE IN THIS BRACKET ONLY**)  **If tenant is a company then info of Authorised person to sign Applicable / Not Applicable**  ***Name:*   *Write Authorised Person’s Name Exactly As Per Aadhar Card Here*** ,  Age: About  ***\_***  Years, ; Gender :  ***M/F***  ; Salutation:  ***Mr / Mrs / Shrimati / Miss***  Occupation :  ***Business / Service / Student / HouseWife / Any Other***  Email-id:  ; Phone No:  PER. ADDRESS OF AUTHO. PERSON (KEEP PDF OF PROOF WITH YOU TO UPLOAD)  Bldg Name  ; Flat No (OR House No)  ;  Road Name (OR At Village)  ; Location (OR Post)  ;  City (OR Taluka)  District  State Pin Code: ***\_***  Under Police Station Namely  IMMEDIATE PREVIOUS ADDRESS OF AUTHO. PERSON (KEEP PDF OF PROOF READY)  Bldg Name  ; Flat No (OR House No)  ;  Road Name (OR At Village)  ; Location (OR Post)  ;  City (OR Taluka)  District  State Pin Code: ***\_***  Under Police Station Namely |
| HEREINAFTER called ‘the Licensee’ which expression shall mean and include only Licensee above named. |
| WHEREAS the Licensor is absolutely seized and possessed of and or otherwise well and sufficiently entitled to all that constructed portion being unit described in Schedule I hereunder written and are hereafter for the sake of brevity called or referred to as Licensed Premises and is/are desirous of giving the said premises on Leave and License basis under Section 24 of the Maharashtra Rent Control Act, 1999. |
| AND WHEREAS the Licensee herein is in need of temporary premises for his  ***Residential / Non Residential*** use has/have approached the Licensor with a request to allow the Licensee herein to use and occupy the said premises on Leave and License basis for a period of Months commencing from date  and ending on date  on terms and subject to conditions hereafter appearing. |
| AND WHEREAS the Licensor have agreed to allow the Licensee herein to use and occupy the said Licensed premises for his aforesaid  ***Residential / Non Residential*** purposes only, on Leave and License basis for above mentioned period, on terms and subject to conditions hereafter appearing; |

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| NOW THEREFORE IT IS HEREBY AGREED TO, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:- |
| **1 Period:** That the Licensor hereby grants to the Licensee herein a revocable leave and license, to occupy the Licensed Premises, described in Schedule I hereunder written without creating any tenancy rights or any other rights, title and interest in favour of the Licensee for a period of  Months commencing from date  and ending on date |
| **2 License Fee & Deposit:** That the Licensee shall pay to the Licensor the following amount per month towards the compensation for the use of the said Licensed premises.  a) Rs.  /- per month for the first  months, b) Rs.  /- per month for the next  months, c) Rs.  /- per month for the next  months,  d) Rs.  /- per month for the next  months,  e) Rs.  /- per month for the next  months.  The amount of monthly compensation License fee shall be payable within first five days of the concerned month of Leave and License. Licensees shall also pay to the Licensor Rs. /- interestfree refundable deposit, for the use of the said Licensed premises. |
| **3 Payment of Deposit:** That the Licensee have paid / shall pay the above mentioned deposit/premium as mentioned above by  Cash **OR** Cheque **OR** Online Transaction  a) Transaction/Cheque No. ,  b) dated  c) drawn on the Licensee’s Banking Account with  Bank  d) branch at  e) amount Rs.  ***/-*** |
| **4 Maintenance Charges:** (Choose Clause A if Owner Pays Maintenance OR choose Clause B if tenant pays maintenance. Do Not Edit Matter Of Clause as it is a standard Govt Clause)  ***Clause A:*** That the all outgoings including all rates, taxes, levies, assessment, maintenance charges, non occupancy charges, etc. in respect of the said premises shall be paid by the Licensor.  ***OR*** |
| ***Clause B:*** That the Licensee herein shall bear and pay all the maintenance charges 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.  **5 Electricity Charges:** The licensee herein shall pay the electricity bills directly for energy consumed on the licensed premises and should submit original receipts to licensor indicating that the electricity bills are paid. |
| **6 Use:** That the Licensed premises shall only be used by the Licensee for  ***Residential / Non Residential*** purpose. The Licensee shall maintain the said premises in its existing condition and damage, if any, caused to the said premises, the same shall be repaired by the Licensee at its own cost subject to normal wear and tear. The Licensee shall not do anything in the said premises which is or is likely to cause a nuisance to the other occupants of the said building or to the prejudice in any manner to the rights of Licensor in respect of said premises or shall not do any unlawful activities prohibited by State or Central Government . |
| **7 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. |
| **8 No Tenancy:** That the Licensee shall not claim any tenancy right and shall not have any right to transfer, assign, and sublet or grant any license or sub-license in respect of the Licensed Premises or any part thereof and also shall not mortgage or raise any loan against the said premises. |
| **9 Inspection:** That, the Licensor shall on reasonable notice given by the Licensor to the Licensee shall have a right of access either by himself or through authorized representative to enter, view and inspect the Licensed premises at reasonable intervals. |
| **10 Lock in period:** (OPTIONAL CLAUSE - This can be deleted if not required to parties. This is a standard clause and hence please do not edit it. )  **We want this clause / We do not want this clause**  Both the parties have agreed to set a lock-in period of  ***­ ­ ­­\_\_\_***  months during which neither the licensor shall ask the licensee to vacate the premises, nor the licensee shall vacate the premises on his 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. |
| **11 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 one month to the Licensor as mentioned earlier. |
| **12 Possession:** That the immediately at on the expiration or termination or cancellation of this agreement the Licensee shall vacate the said premises without delay with all his goods and belongings. In the event of the Licensee failing and / or neglecting to remove himself and / or his 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 belongings from the Licensed premises, without recourse to the Court of Law. |
| **13 Furniture and Appliances:** The said premises is having the Furniture and Appliances mentioned in the Schedule II. 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. |
| **14 Miscellaneous:** **(Additional terms and conditions – (OPTIONAL) – Can be included below matter only upto 1000 characters including spaces. Below given is a sample of extra points. It can be edited or deleted totally as you like within the limit of 1000 characters. )**  **PT1.** Licensor and Licensee both are entitled to revoke or cancel this license by giving 1 month notice irrespective of any conditions mentioned in clause 10, except lock in period. **PT2.** Licensor shall refund security deposit to licensee at the time of vacating said premises peacefully after making adjustments towards dues and damages to said premises, furniture, all types of fixtures, colour of walls, flooring, wall tiles, sanitary wares etc. Reasonable cost of recovery will be decided by licensor. Licensee will not take objection for the same. **PT3.** All notices shall be in English, writing and deemed sufficiently given if delivered in person or sent by RPAD OR email to above address. **PT4.** If there are more than one licensee, then notice served to any one of them shall be deemed sufficiently as notice served for all legal purposes.  Note: Characters used in above sample paragraph including spaces are 843, Balance characters are 157 |
| **15 Registration:** This Agreement is to be registered and the expenditure of Stamp duty and registration fees and incidental charges, if any, shall be borne by the  ***Owner/Tenant/Both Equally*** |
| **SCHEDULE I Details Of The Property To Be Rented** |
| Being the correct description of premise ***Shop / Flat / Office / Land+Bldg/Shed***  which is the subject matter of these presents  All that constructed portion being residential unit bearing  Flat/Office/Shop/House Number:  ;  Built-up Area :  Sqm / Sqft ;  situated on the  Floor ;  of a Building known as  standing on the plot of land bearing Number :  ;  of Village:  situated within the revenue limits of Tehsil  ;  and Dist  Pin Code: ***\_***  and situated within the limits of  ***TOWN NAME***  (Select any one) - ***Municipal Corporation / GramPanchayat / Cantonment / Nagar Parishad***  **SHEDULE – II**  **List Of Furniture And Appliances – Check Table Given Below** |
| Being the correct description of Furniture and Appliances in the premise |
| |  |  |  | | --- | --- | --- | | Sr No. | Item | Number of Units | | 1 | Fans |  | | 2 | Tube lights |  | | 3 | Bulbs |  | | 4 | Beds |  | | 5 | Sofa |  | | 6 | Tables |  | | 7 | Chairs |  | | 8 | Cupboards |  | | 9 | Air Conditioner |  | | 10 | Electric Geezer |  | | 11 | Gas Geezer |  | | 12 | Air Cooler |  | | 13 | Water Cooler |  | | 14 | Curtains |  | |
| |  | | --- | | 15 : Other than above list : ONLY 50 Characters including spaces : Write your matter here |   IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signatures by way of putting thumb impression electronic signature hereto in the presence of witness, who are identifying the executants, on the day, month and year first above written.  ------------------------------------ **END OF DOCUMENT** ------------------------------------ |
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**NOTE: If property rented is for COMMERCIAL USE like SHOP/OFFICE etc. then sample of extra clauses given below can be included at Sr. No. 14 instead of matter given there.**

**PT1.** Both parties are entitled to revoke this license by giving 1 month notice irrespective of any conditions mentioned in clause 10, except lock in period. **PT2.** Licensor shall refund security deposit to Licensee while vacating said premises after making adjustments towards dues and damages to the said premises, furniture, all types of fixtures etc. Reasonable cost of recovery will be decided by Licensor. Licensee will not take objection for the same. **PT3.** All notices shall be in English, writing and delivered in person or by RPAD/email to above address. **PT4.** Licensee will be solely responsible for his activities and keeps Licensor indemnified in that behalf and bound to reimburse Licensor from all losses which Licensor may suffer. **PT5**. Licensee will be responsible for his loans and borrowings. **PT6.** Licensee shall cover insurance of all major items provided and his staff and belongings. **PT7.** For any unwanted incidents licensee will not have any right to claim against licensor.

Note: Characters used in above sample paragraph including spaces are 992, Balance characters are 08