

Disclaimer: The formats for Leave & License and Tenancy Agreements are given only for getting some basic idea and to calculate the pages approximately. Actual document may vary finally and also as per the T & C selected by the parties.

Annexure 1 – Format for Leave and License Agreement

LEAVE AND LICENSE AGREEMENT

This Agreement made at ----- this----- day of ----- between ----- reference to as 'licensor' of one part and ----- (hereinafter referred to as 'licensee') of the other part ;

Whereas the licensor is seized and possessed of or otherwise entitled to the premises at _____(Full Address) (referred hereto as the 'licensed premises')

Whereas the licensor has requested the licensee to allow him to use and occupy the licensed premises as licensee and the licensor has agreed to allow the licensee to use the premises as bare licensee and to occupy the same without any right title interest or claim in the licensed premises or to any right or interest of the licensor in the licensed premises.

And whereas the licensor has sufficient interest right or title in the licensed premises and to permit and allow the licensee to use and occupy the licensed premises as bare licensee in his personal capacity for use by him of the licensed premises for residential purposes.

And whereas the licensee is desirous of and represent that, the use and occupation the licensed premises by him, shall be in his personal right and shall be under a mere permission as licensee by the licensor and shall not amount to and shall claim any right and conditions hereinafter provided.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AND LICENSOR AND LICENSEE HERETO AS FOLLOWS :

This leave and license shall commence from the date of the Agreement and shall remain effective for a period _____months/ years from this date.

The licensor and licensee agree that the licensee shall use and occupy the premises under the permission of the licensor and shall not have or claim any tenancy or any other right title interest in the premises and shall always be construed as permissive user as license only.

The licensee shall deposit Rs. ----- and keep deposited the said amount as security deposit / money advance / money to be advanced for the due observance and performance of this Agreement with and to the licensor.

The licensee shall pay to the licensor the license fee of Rs. _____(in words rupees_____) per month/per year, during the aforesaid period of Leave and License Agreement.

The licensee during the subsistence of this present agreement shall pay all outgoing expenses, and charges including for repairs, electricity and water charges for electric and water consumption.

The licensee shall cease to use and occupy the licensed premises and hand over licensed premises without demur protest or objection to the licensor on expiry of the above period of _____ month/years, from the date of executing this present Agreement for Leave and License.

The licensee hereby agree and covenants with and to the licensor that the licensee under no circumstances whatsoever transfer or assign in any manner whatsoever benefit of this present to any other person and accepts and acknowledges that licensor has allowed licensee to use and occupy the licensed premises only and in no manner has granted any right interest in the licensed premises or any right to transfer or heritable right in respect of the licensed premises.

The licensee shall use and occupy the licensed premises for purpose of ----_____only and in no manner cause nuisance, damage, disturbance, annoyance, inconvenience or interference to the occupiers of neighboring premises.













The licensee shall not use the licensed premises for any illegal or moral purpose or carry out any activity or do anything, which constitute breach of any law.

The licensee agrees and undertakes to the licensor to indemnify and to keep by the licensee of any obligations, covenants, and conditions thereof.

All notices, communications shall be addressed to _____ at the address and shall be sufficient to --

IN WITNESS WHEREOF THE PARTIES HAVE SUBSCRIBED, SIGNED AND HEREUNTO SET THEIR HANDS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

Signatures, thumb impression & photo/s of the executing parties.

<u>Digital Photos</u>	<u>Bio-metric Thumb impression</u>	<u>Digital signature</u>	<u>Date</u>
1. 			
		Licensor/Owner	
2. 			
		Licensee/Tenant	
3. 			

Confirming party if any.

Witness

Signed by the executing party/parties at Serial No./Nos.----- above in presence of,

Digital Photos

Bio-metric
Thumb impression

Digital signature

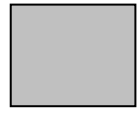
Date

1. 



Name & Address:-----

2. 



Name & Address:-----

Add on Button

Admission of Execution.

I/We admit the execution of the aforesaid so called document of-----

Digital Photos

Bio-metric
Thumb impression

Digital signature

Date

1. 



Licensor/Owner

2. 



Licensee/Tenant

3. 



Confirming party if any.

Identification

The persons above executing and admitting this document, are personally known to us. We, admit and accept that, they are the proper persons to whom they represent in the document.

Digital Photos

**Bio-metric
Thumb impression**

Digital signature

Date

1.

Name & Address:-----

2.

Name & Address:-----

Add on Button

CERTIFICATE OF THE REGISTERING AUTHORITY.

1. Checked and found to be correct.
2. Government payments are defaced and locked.
3. Certified that, the Stamp duty of Rs. _____ (in words - _____) as per article _____ of Schedule I appended to the Bombay Stamp Act, 1958 is paid on this document as mentioned in the document.
4. Received with thanks, The Registration Fees of Rs _____ (-----) and other charges of Rs. _____ (-----) as detailed in the document.
5. Document Registered at Serial No. on

Date:

Name & Digital signature of the e-Registrar

Annexure 2 – Specimen of Tenancy Agreement

**SPECIMEN OF AGREEMENT BETWEEN
LANDLORD AND TENANT**

This Agreement made at _____ this _____ day of _____ 201__ between,

OWNER OF THE PREMISES

(hereinafter referred to as ‘landlord’ and includes his heirs, legal representatives, assigns, agents)

----- The Party of First Part

and

TENANT OF THE PREMISES

(hereinafter referred to as ‘tenant’ and includes his heirs, legal representatives, assigns, agents)

----- The Party of the Other Part.

Whereas, The Party of First Part is the owner of the premises situated at -----
----- (full address) and is in possession, occupation and enjoyment of

And whereas The Party of the other is desirous of acquiring the aforesaid premises for exclusive use, occupation and enjoyment as tenant.

And Whereas, the owner has agreed to give on lease and / or to let the said premises being flat no. ----- admeasuring ----- sq. ft./sq. mts. situated on ----- floor of ----- building having as its address ----- (hereinafter referred to as ‘the said premises’) to the above mentioned tenant for exclusive use, enjoyment and occupation of the same, with interest therein as tenant and for which purpose it is hereby agreed to let out the premises on the terms and conditions agreed between the parties and as mentioned hereinafter.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

:













1. The landlord hereby agrees to let or give on lease the said premises to as tenant and that, the tenant agrees to take the premises as lessee for exclusive use, enjoyment and occupation and further that, the landlord parts with his interest in the premises only to the extent that the tenant enjoys occupies and uses the premises for residential premises.

2. That the tenant shall pay Rs.------(in words -----) Per month/year as an by way or rent to the landlord in consideration for he is being tenant of the premises.
3. That the tenant has paid Rs. -----(in words -----) As and by way of premium to the landlord for letting the premises to the tenant.
4. That the tenant accepts and acknowledges the possession of the premises have been taken by him from the landlord and the landlord has authorized him to use, occupy and possessed the premises as tenant and has agreed to allow him continue as tenant against payment of the rent per month as agreed.
5. That it is agreed and declared between the parties that the premises as let to the tenant by the landlord on the covenants/terms/conditions as mentioned hereinafter as also as can be implied under The Transfer of Property Act in particularly as follows.
6. The landlord shall keep the house in proper repairs and keep the premises in proper conditions.
7. The tenant shall maintain and preserve the property in his possession in good conditions and order and keep in fittings and fixtures in proper state and conditions including when necessary to repair and or replace the same.
8. The tenant shall pay regularly the rent as also the taxes including increase or addition therein as also all charges levied by the local authority / municipality to the extent of the premises in his use and possession to the landlord.
9. The tenant shall not make any material alteration to the property not construct any permanent structure therein and / or change, remove or alter any wall, window, door or any part of the construction of the premises without prior permission in writing and sanction by the landlord and when permitted the tenant shall bear all costs and expenses and terms and conditions as may be imposed by the landlord.
10. Any addition / alteration with and under permission of landlord as above shall be the property of the landlord and the tenant shall have no claim against the landlord or any compensation in respect of added or altered construction.
11. The tenant shall keep all electrical materials, fittings, fixtures, wires at his own costs and in proper conditions for safe user and or as per rules per the electricity supplying authority, and any repairs carried shall be done through a authorized person, as also the previous permission of the electrical authority shall be carried out under previous written intimation to the landlord. The landlord shall be liable for any fault in any electrical fittings and connection for any consequences or cost.

12. The tenant shall use the property for residential use only, and shall not transfer, sublet the premises or any part thereof not carry any trade or business or store any goods except for consumption for domestic purpose.
13. The landlord shall be entitled to determine tenancy by notice in writing and to sue for recovery of possession irrespective of whether the breach of condition was waived or not.
14. The landlord shall be entitled to determine tenancy, forfeit the right of the tenant to use or possessed the premises for breach of covenants, conditions, stipulations as set our herein or is adjudicated, insolvent or used the premises for carrying out criminal purposes and upon such forfeiture enter upon the premises and take possession.
15. The tenant has taken possession after inspection of the premises and upon being satisfied about its conditions and has freely and voluntarily agreed to the terms of tenancy.
16. Subject to the above, the rights and obligations of the parties shall be subject to the law relating to the landlord and tenant in force for the time being.





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1. 			
		Licensor/Owner	
2. 			
		Licensee/Tenant	
3. 			
		Confirming party if any.	

Witness

Signed by the executing party/parties at Serial No./Nos.----- above in presence of,

<u>Digital Photos</u>	<u>Bio-metric Thumb impression</u>	<u>Digital signature</u>	<u>Date</u>
1. 			

Name& Address:-----













2. 			
--	---	--	---

Name& Address:-----

Add on Button

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Date:

Name & Digital signature of the e-Registrar

**Annexure 3 – List of Existing District Head Quarters and
Municipal Corporations in Maharashtra**

District Head Quarters	
1.	Thane
2.	Pune
3.	Mumbai Suburban
4.	Nashik
5.	Nagpur
6.	Ahmednagar
7.	Solapur
8.	Jalgaon
9.	Kolhapur
10.	Aurangabad
11.	Nanded
12.	Mumbai City
13.	Satara
14.	Amravati
15.	Sangli
16.	Yavatmal
17.	Raigad
18.	Buldhana
19.	Beed
20.	Latur
21.	Chandrapur
22.	Dhule
23.	Jalna
24.	Parbhani
25.	Akola
26.	Usmanabad
27.	Nandurbar
28.	Ratnagiri
29.	Gondia

Municipal Corporations	
1.	Greater Mumbai
2.	Nagpur
3.	Pune
4.	Thane
5.	Navi Mumbai
6.	Pimpri – Chinchwad
7.	Nashik
8.	Kalyan - Dombivli
9.	Vasai – Virar
10.	Bhiwandi – Nizampur
11.	Solapur
12.	Kolhapur
13.	Sangli
14.	Aurangabad
15.	Latur
16.	Parbhani
17.	Ahmednagar
18.	Chandrapur
19.	Dhule
20.	Jalgaon
21.	Amravati
22.	Akola
23.	Nanded
24.	Ulhasnagar
25.	Mira Road – Bhayandar
26.	Malegaon

30.	Wardha
31.	Bhandara
32.	Washim
33.	Hingoli
34.	Gadchiroli
35.	Sindhudurg
