

Application Submitting Apartment under Leave & License to group company of a leading listed Real Estate Company

(SUBMIT ALL INFO CAPS. Review Annexure A & sign all pages)

| Apartment Owner's Details | | | |
|--|-------------------------|--|----------|
| 1 st APPLICANT NAME | | LAST NAME | |
| NAMES OF OTHER CO-OWNER'S (& RELATIONSHIP TO THE 1 ST APPLICANT WRITTEN IN BRACKETS) | | | |
| | | | |
| CURRENT LIVING ADDRESS OF 1 ST APPLICANT | | | |
| CONTACT DETAILS | LANDLINE | MOBILE | EMAIL |
| Agent / Broker's Details, if any | | | |
| Company Name | | Contact Person | |
| Contact Details | Landline | Mobile | Email |
| Address & Configuration details of property being submitted for Leave & License | | | |
| BUILDING NAME | | DOOR NO | FLOOR |
| STREET ADDRESS | | | |
| NAME OF AREA | | CITY | PIN CODE |
| NEAREST RAILWAY STATION | | NEAREST LANDMARK | |
| AREA IN SQUARE FEET (CARPET) | EXPECTED MONTHLY RENTAL | NO. OF BEDROOMS | |
| FURNISHING DETAILS | | DOES THE SOCIETY RESTRICT NON-VEGETARIANS? (TICK THE APPLICABLE ONE) YES () NO () | |
| CAR PARKING SPACE | YES () NO () | IF YES, HOW MANY? () | |
| ANY RESTRICTIONS LAIDDOWN BY THE SOCIETY ON LEASING OF APARTMENT? | | | |
| Applicants' Bank Account Details (For rental deposit / refund of Application Processing Deposit) (If a cheque is to be issued it will be issued only in the name of the first applicant as, mentioned in this application) | | | |
| ACCOUNT HOLDER NAME | | BANK NAME | |
| BANK ACCOUNT NUMBER | | BANK BRANCH | |

I / We declare that all information submitted by me in this application are true to the best of my ability and has been submitted after having exhaustively reviewed, understood & agreed to terms & conditions mentioned in Annexure A (Subsection 1 to 4)

1st Applicant's full signature to be affixed here: _____

Checklist for self-attested documents to be submitted with this application (All required)

| | |
|--|----------------|
| GOVERNMENT ISSUED PHOTO ID PROOF (PASSPORT COPY OR DRIVING LICENSE) | YES () NO () |
| SOCIETY SHARE CERTIFICATE & PROPERTY ACQUISITION AGREEMENT MENTIONING, NAME OF THE OWNERS, ADDRESS OF THE PROPERTY & ITS CARPET AREA | YES () NO () |
| LATEST PAID MAINTENANCE BILL AND ELECTRICITY BILL | YES () NO () |
| PAN CARD | YES () NO () |
| IS THE FLAT IS MORTGAGED AND IF YES, TO FURNISH NOC OF LENDER | YES () NO () |

IMPORTANT: Due submission of this application by an owner (owners) of an apartment is construed as his/her / their acceptance to let his/her /their apartment be contracted by a leading real estate company (“Licensee/ Tenant”) as per the terms and conditions mentioned in Annexure A (Subsection 1 to 4) of this application. Submission of this application does not constitute acceptance of the applicants’ apartment under leave and license / lease / rental, nor should it be construed that a rental agreement or tenancy relationship is created between the parties. I / We have a clear and marketable title to the said Flat free from encumbrances. Inaccurate or falsified information will be grounds for denial of the application. Any premature withdrawal of the application post acceptance of a Letter of Intent / Letter of Shortlist issued by the Licensee/ Tenant shall be liable to the full forfeiture of the ‘Application Processing Deposit’, which shall be paid by the applicant. The Application Processing Deposit is fully refundable if your apartment is not selected by the Licensee / tenant for execution of a leave and license agreement or after having it been finally selected for execution of a leave & license agreement. The application form and supporting documents once submitted are not liable to be returned by Knight Frank or the Licensee / the tenant , however both parties shall take due steps to destroy all rejected forms and the attached documents. That the Selection of the Apartment shall be done only by the Licensee/ Tenant on terms and conditions sent out in this Application Form and Annexure and other terms entered into by and between the Licensee/ Tenant and the Applicant and that Knight Frank is only assisting the Licensee/ Tenant for identifying the premises.

AUTHORITY FOR RELEASE OF INFORMATION: I / We hereby submit an application to lease the above described premises for the term and upon the conditions set forth. I / We warrant that all the statements above set forth are true and the apartment is rightfully owned by me and the joint applicants (if any) and we are duly authorized to enter into a leave & license agreement for the said apartment without any restriction what so ever. Should any statement made above be a misrepresentation or not a true statement of facts, all of the ‘Application Processing Deposit’ so submitted by me / us is agreed to be fully forfeited and I hereby indemnify and keep indemnified the Licensee/ Tenant and Knight Frank from any and all claims demands causes of actions, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorney’s fees and court costs, sustained or incurred by or asserted against any one of them. When so approved and accepted, I / we agree to execute a lease as per the terms and conditions as enumerated in Annexure A (Subsection 1 to 4) of this application and I shall not claim any damages or any amount whatsoever from Knight Frank India Pvt. Ltd. for performance and non performance of the terms and conditions executed between me / us and the Licensee/ Tenant. If the application is not acceptable or approved by the Licensee/Tenant, the ‘Application Processing Deposit’ will be refunded, and I shall not any claim damages or any other amount what so ever by reason of non-expectance of the Application from the Licensee/Tenant or Knight Frank India Pvt. Ltd. I also authorize Knight Frank to release all the information provided by us to the Licensee/Tenant and we are fully aware that at this stage we will not be made aware of the name of the Licensee/Tenant.

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Signature of Applicant Date Signature of Co-Applciant Date

Signature of Co-Applciant Date Signature of Co-Applciant Date

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For Office Use Only

| | |
|---|--|
| Application received date | |
| Delivery mode | Hand delivery () Courier () |
| Processed by | Knight Frank Representative : Tenant Representative : |
| Supporting documents (Mention) | |
| Accurateness of supporting documents | Yes () No () |
| Data entered into master sheet | Yes () No () |
| Shortlist Status | Shortlisted () Waitlisted () Rejected () If Rejected reasons |
| Shortlist Intimation (LOI) | Yes () No () |
| Physical Inspection | Yes () No () |
| Final Shortlist | Yes () No () |
| Issuance of Final Letter of acceptance | Yes () No () |
| Registration | Yes () No () |
| Other Remarks | |
| Date 1 | _____ |
| Date 2 | _____ |
| Date 3 | _____ |

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Annexure A (Sub-Section 1)

Home Search Process Timeline

| | |
|---|---|
| Collection of Application Form | From: 29/09/2010 LAST DATE: 18/10/2010 |
| Submission of completed Application Form | From: 29/09/2010 LAST DATE:25/10/2010 |
| Letter / Email / SMS Intimation of Shortlist | INDICATIVELY From: 07/10/2010 INDICATIVE LAST DATE: 25 /10/2010 or as until the time it may logistically take to compete the task |
| Acceptance of Letter of Intent / shortlist by apartment owners and submission of such other relevant documents along with 'Application Processing Deposit', to enable due diligence | Acceptance of the letter of Intent / shortlist along with submission of relevant documents and Pay order / DD for Rs 5,000/- favouring the Licensee/ Tenant, should be done within 10 days from date of issuance of the letter of intent / shortlist by the Licensee/ Tenant |
| Physical Inspection of the property | INDICATIVELY From: 10/10/2010 INDICATIVE LAST DATE: 1 /12/2010 or as until the time it may logistically take to compete the task |
| Applicant's right to withdraw the application by cancelling his / her / their acceptance of the Letter of Intent / Shortlist without triggering forfeiture of the 'Application Processing Fee' | Only if the application is withdrawn on or after 60 days from the date of the accepted Letter of Intent / shortlist was received by the Licensee/ Tenant / Knight Frank. Such a withdrawal by the applicant should be through a written notice addressed to Knight Frank, in which case the applicant shall be excused from forfeiture of the application processing fee. Any withdrawal of application prior to 60 days from the date of the accepted Letter of Intent / shortlist was received by the Licensee/ Tenant / Knight Frank will be liable to full forfeiture of the application processing fee by the Licensee/ Tenant |
| Issuing a final letter of acceptance, calling for registration of the agreement | INDICATIVELY From: 17/10/2010 INDICATIVE LAST DATE: 31 /12/2010 or as until the time it may logistically take to compete the task |
| Registration of leave and license agreement | As may be mutually decided to the convenience of both the landlord and the tenant |

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Annexure A (Sub-Section 2)

Application Collection Centre / Methodology

- **Online/ Internet download of application**

- www.knightfrank.co.in

- **Physical pick-up from**

ATTENTION: RESIDENTIAL LEASING DEPARTMENT

Knight Frank India Pvt. Ltd.
Paville House, Near Twin Towers
Off Veer Savarkar Marg, Prabhadevi
Mumbai 400 025
Telephone – 022-67450101
Fax – 022-67450202
Contact Person 1 +91 9769552440
Contact Person 2 +91 9930189063
Email – leasing@in.knightfrank.com

Application Deposit Centre / Methodology

- Only in a sealed envelope addressed to

ATTENTION: RESIDENTIAL LEASING DEPARTMENT

Knight Frank India Pvt. Ltd.
Paville House, Near Twin Towers
Off Veer Savarkar Marg, Prabhadevi
Mumbai 400 025
Telephone – 022-67450101
Fax – 022-67450202
Contact Person 1 +91 9769552440
Contact Person 2 +91 9930189063

Annexure A (Sub-Section 3)

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Standard requirements of the property and the Terms & Conditions under which it is offered by the tenant to be taken on leave & license

| | |
|--|--|
| Details of the Tenant | The tenant shall be a leading, listed Real Estate developer from India or one of its group companies |
| Purpose of taking the apartments on leave & license | The Licensee/ Tenant shall use the premises taken on leave & license to temporarily accommodate project affected people from its re-development projects or its employees or its vendors with whom it shall have a due contractual agreement |
| Location | Within 10 to 15 minutes walking distance from the railway station. |
| Preferred locations on the Western Suburbs | Preferred locations are Dadar, Matunga, Mahim, Vile Parle, Andheri, Jogeshwari, Goregaon and anywhere from Bandra to Goregaon (East), on Western Express Highway. |
| Preferred locations on the Central Suburbs | Preferred locations are Kings Circle, Guru Tegh Bahadur Nagar, Chunabhatti, Kurla, Chembur, Vidya Vihar, Ghatkopar and Sion |
| Indicative quantity of apartments to be taken under leave & license | large number of one & two bedroom apartments. |
| Preferred Size of units | 1 BHK : Between approx. 350 - 500 sq ft of carpet area 2 BHK : Between approx. 500 - 700 sq ft of carpet area |
| Tenure of Leave & License | 36 months of initial period with an option to extend for an additional 12 months |
| Notice period | The licensee / tenant have the exclusive right to surrender the apartment within the first 6 months of the contract by giving a 2 month's notice and license fee. The 2 months notice will be in addition to the 'One-time bonus sign-up fee equivalent to one month rental' |
| Lock-in period | 36 months for both parties, from the date of execution of the leave & license agreement unless surrendered as above. |
| Escalation of rentals | 8.0% every year |
| Furniture & Fixture | Fans & lights are to be fit by the owner in all rooms. The licensee / tenant may be permitted to furnish the apartment as per their requirement with no prior consent of the landlord. |
| Parking facility | Apartments with reserved parking shall be preferred. Any additional expense pertaining to the parking will be borne by the licensor / apartment owner. |
| Outgoings maintenance charges | All Common Area Maintenance & property taxes and such other statutory charges are to be borne by the licensor / apartment owner. |
| Stamp duty, registration for leave & license agreement | To be borne fully by the licensee / tenant |
| Frequency of payment of rentals | Paid in advance on or before the 10th of every calendar quarter |
| Rentals | The landlords / apartment owner can specify the monthly rentals expected by them in the application form. The apartments with lowest rentals will stand a good chance of |

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| | |
|--|---|
| | being contracted under leave & license subject to other conditions of the property. The apartments submitted with the lowest rental offers will be first in the queue for inspection and may subsequently be added in the pool for contracting |
| Deposit | 3 months' rent. |
| Bonus Rental Sign-up Fee | Apartments selected and contracted under leave & license agreement will in addition to the Rental deposit be paid a one-time bonus non-refundable sign-up fee equivalent to one month Rental. This is a one-time non negotiable payment to compensate the apartment owner for the time taken to select and contract the apartment |
| Application Processing Deposit | <ul style="list-style-type: none"> • Application's those are shortlisted shall be issued a 'Letter of Intent - LOI' by the Licensee. At the time of issuance of the Letter of Intent, KFI shall be entitled to disclose the name of the Licensee to the proposed Licensor • Applicants (Apartment owners) shall need to accept the LOI and submit them along with requested additional documents and the 'Application Processing Deposit' in the form of a pay order / demand draft for Rs 5000/- favouring the Licensee within 10 days from the date of LOI issuance. • This 'Application Processing Deposit' will be fully refunded by the Licensee if <ul style="list-style-type: none"> ○ The application is rejected after due-diligence / physical inspection or cancelled by the Licensee ○ The application is finally accepted and the leave & license agreement is fully executed • This 'Application Processing Deposit' may be forfeited if the apartment owner withdraws his application and / or acceptance to the Letter of Intent prior to 60 day from the date of receipt of such an accepted LOI by the tenant / knight frank |
| Inputs that may assist in your apartment getting selected | <ul style="list-style-type: none"> • Location closer to a railway station • Multiple apartments in the same society / colony • Good condition of the apartment / building • Lowest monthly rental expectation as compared to other apartment applications in the same area • Legible, accurate and timely submission of the application form |
| Other key terms & conditions | <p>The elaborate terms and conditions are as in the draft 'Leave & License Agreement' enclosed as Annexure A (Subsection 4)</p> <p><u>Please note that the tenant / licensee will NOT accommodate any changes / modifications to the draft agreement enclosed here in. So it is requested that the landlord / apartment owners review the entire draft of the leave and license agreement prior to submission of the application.</u></p> |

Annexure A (Sub-Section 4)

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1st Applicant's full signature to be affixed here: _____

Draft Leave & License Agreement

(There will be no modifications allowed to this draft)

THIS AGREEMENT made this day of _____, _____

BETWEEN

_____ of Mumbai, Indian Inhabitant, residing at _____
(hereinafter referred to as “the Licensor” which expression shall, unless repugnant to the context or meaning thereof, mean and include his heirs and legal representatives) of the One Part;

AND

_____ company incorporated under the laws of the India and having its Registered Office at _____ (hereinafter referred to as “the Licensee”) of the Other Part;

WHEREAS

A. The Licensor has represented and warranted that:

(i) He is a member of the _____ Co-operative Housing Society Limited, a Co-operative Housing Society registered under the Maharashtra Co-operative Societies Act, 1960 under No. _____ (hereinafter called “the said Society”) and as such is the registered holder of ___ shares of Rs. ___ each bearing Distinctive Numbers ___ to ___ (both inclusive) evidenced by Share Certificate No. ___ dated _____ (endorsed in favour of the Licensor on _____) issued by the said Society.

(ii) By virtue of the membership of the said Society as aforesaid, the Licensor is well and sufficiently entitled to and seized and possessed of Flat No. ___ on the ___ floor, (hereinafter referred to as “the said flat”) of the building known as _____, (hereinafter referred to as “the said building”) together with ___ car parking space (hereinafter referred to as “the said car parking space”) situated at _____ (the said flat and the said car parking space are collectively referred to as “the said premises”) and more particularly described in the First Schedule hereunder written.

(iii) The said building has been adequately insured by the said Society against all usual risks and such insurance is in full force and effect

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(iv) He has duly paid all rents, rates, taxes, duties, assessments and other outgoings, Central, State or Municipal assessed, charged, imposed, levied or payable in respect of the said premises.

(v) He has duly observed and performed, all the rules, regulations and bye-laws of the said Society and of the Managing Committee for the time being thereof and has not done and/or omitted to do anything at any time whereby his right, title and interest in respect of the said premises has been and/or is likely to be adversely affected.

(vi) He has not created any mortgage, charge or otherwise encumbered, dealt with or disposed off the said premises or any part thereof or his interest therein.

(vii) He has not entered into any other agreement for the sale and transfer of the said premises with any other party or created any tenancies or licenses or inducted or agreed to induct any new occupants in the said premises or any part thereof.

(viii) He has obtained the written consent of the Managing Committee of the said Society to the grant of a license in respect of the said premises in favour of the Licensee on the terms and conditions herein contained; a copy of which consent has been separately delivered to the Licensee.

(vii) He has good right, full power and absolute authority to grant a license in respect of the said premises on the terms and conditions herein contained.

B. The Licensee has on the faith and strength of the aforesaid representations and warranties agreed to take the said premises on leave and license basis from the Licensor upon and subject to the terms and conditions hereinafter contained.

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

FOLLOWS:-

1. The Licensee shall by leave and license hereby granted by the Licensor have the use and occupation of the said premises for a period of ____ years commencing from ____ and ending on ____ with the option of being determined/ terminated prior thereto as hereinafter provided.

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2. The Licensee shall also be entitled to the use of the Licensor's furniture, fixtures and fittings (more particularly described in the Second Schedule hereunder written) in the said flat during the continuance of this Agreement.

3. The Licensee shall pay to the Licensor a licence fee or compensation of Rs. _____ per month for the use of the said premises. The said license fee or compensation shall be paid in advance by the Licensee on or before the 10th day of the month. There will be escalation of 8% on the monthly rent for every 12 months.

4. The Licensee shall make regular and timely payments of all charges for gas, electricity and water consumed by it in the said flat as per bills received in respect thereof during the use of the said flat by the Licensee and shall provide the Licensor evidence of all such payments.

5. The Licensee shall deposit and keep deposited with the Licensor during the entire license period a sum of Rs. _____ as and by way of a refundable interest free security deposit (hereinafter referred to as "the deposit") for the due and faithful performance and observance by the Licensee of the terms and conditions of this Agreement. It is expressly agreed that the Licensor shall refund the deposit to the Licensee on the expiry or earlier termination of this Agreement simultaneously with the Licensee handing over vacant charge of the said premises.

6. The Licensee agrees to pay the licensor an amount equivalent of 1 (one) month's rent as one-time bonus non-refundable sign-up fee to the licensor, this amount will be paid at the beginning of the lease term.

7. The Licensor agrees to paint the premises prior to the grant of license at its cost and the Licensee shall keep and maintain the interior of the said flat and the furniture, fixtures and fittings in good order and condition and on the expiry or earlier termination of this Agreement shall leave the same in as good a condition as they were in on the date hereof (reasonable wear and tear and loss excepted).

8. The Licensee shall not make any structural or permanent alterations or additions in or to the said flat without the prior written consent of the Licensor, which consent shall not be unreasonably withheld. The Licensee shall however be at liberty to install in the said flat, at its own cost and expense, room airconditioners, domestic or electric appliances, household fittings and fixtures including screens, shelves or partitions of a non-permanent or non-structural nature, water, telephone, sanitary and electrical installations and other household conveniences reasonably required by it for or in connection with the proper and full use, occupation and enjoyment of the said premises. The Licensee shall be entitled at anytime during the continuance of this Agreement and upon its expiry or

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earlier termination to remove at its own cost and expense all or any of the foregoing provided it makes good any damage which it may cause to the said flat by such removal.

9. The said premises shall be allotted by the Licensee solely and exclusively as a residence for its project affected person as notified by the Licensee to the Licensor in writing from time to time and for no other purpose.

10. The Licensee shall not do or suffer to be done anything in the said premises which is or is likely to be a nuisance or annoyance to the other occupants of the said building.

11. The Licensee shall not store in the said flat or any part thereof any hazardous goods or articles of a combustible or inflammable nature save and except for normal domestic use.

12. The Licensor shall:

(a) keep the said flat in good structural repair, order and condition and do at his cost all heavy and/or structural repairs thereto as may be necessary or required from time to time;

(b) not sell, transfer, mortgage charge or otherwise encumber, deal with or dispose off the said premises or any part thereof or his interest therein during the period of this Agreement to or in favour of any other person and in the event the Licensor deals with the said premises as aforesaid then the same shall be subject to the occupation of the said premises by the Licensee on the terms and conditions contained herein;

(c) not do anything or omit or suffer to be done anything whereby the license to use, occupy and enjoy the said premises under or pursuant to this Agreement is avoided, forfeited, prejudicially affected or extinguished;

(d) observe, perform, abide by and/or otherwise comply with all rules, regulations and bye-laws of the said Society, and/or its Managing Committee, in so far and to the extent any such rules, regulations and/or byelaws are required to be observed by the Licensor as the member of the said Society;

(e) indemnify and keep indemnified the Licensee from and against all actions, suits and proceedings, and all costs, charges, expenses losses or damages which may be incurred or suffered by or caused to the Licensee by reason of any breach, default, contravention, non-observance or non-performance by the Licensor of the terms, conditions, covenants, agreements and provisions contained in this Agreement and/or the rules, regulations and/or of the said Society on the part of the Licensor to be observed and performed;

(f) pay regularly and punctually all present and future outgoings of whatsoever nature including rents, rates, taxes, cesses, duties and assessments Central, State or Municipal assessed, charged, imposed, levied or payable in respect of the said premises or any part thereof and all increases therein and all charges for maintenance levied or recovered by the said Society in respect of the said premises or any part thereof and any non-occupancy charges or amounts

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that are payable in respect of the grant of this license to the Licensee so as not to prejudice or affect the rights granted to the Licensee under this Agreement;

13. The license hereby granted by the Licensor to the Licensee is purely personal to the Licensee and the Licensee shall not assign, transfer, sublet or underlet or part with the possession of the said premises or any part thereof to or in favour of any other person or party save and except as provided in Clause 9 hereinabove.

14. Nothing herein contained shall be construed as creating any tenancy or sub-tenancy in favour of the Licensee in to over or upon the said premises or as transferring any interest therein in favour of the Licensee other than the permissive right of use hereby granted.

15. If at any time during the subsistence of this Agreement, the said flat or any part thereof is destroyed or damaged by fire, tempest, earthquake, accidents, violence of an army or mob, civil commotion or other irresistible force war or Act of God or due to any cause beyond the control of the Licensor so that the said flat becomes substantially unfit for occupation, then the license fee hereby reserved shall be suspended and shall cease to be payable until the said flat shall have been again rendered fit for occupation and use Provided that if on the happening of any of the foregoing events or if for any other reason whatsoever the Licensee is prevented from or is unable to have full use, occupation and enjoyment of the said flat then and in such case the Licensee shall have the option to terminate this Agreement forthwith notwithstanding anything to the contrary herein contained. In the event of the Licensee so terminating this Agreement, the Licensor shall notwithstanding anything what is contained in this Agreement, within 30 days from such termination refund to the Licensee the said deposit failing which the Licensor shall be liable to pay to the Licensee interest at the rate of 18% per annum.

16. The Licensee will be locked in for tenure of 30 months post completion of the first 6 months. The licensee will have the right to terminate this agreement and surrender the said Flat within the first 6 months of the contract by giving a 2 months notice and by paying two (2) months license fee. The licensor, however will be locked in for the entire tenure of 36 months starting from the date commencement of lease as captured in this agreement

17. Upon the expiry or earlier termination of this Agreement in accordance with the terms hereof, the Licensee shall promptly remove itself, its project affected person, his family, relatives bona fide guests and servants and all his/their belongings, goods, articles things and effects from the said premises and shall immediately handover vacant charge thereof to the Licensee together with the said furniture fixtures and fittings therein (reasonable wear and tear and loss or damage by fire, flood, accident, violence of an army or mob, riots, civil commotion or other irresistible force

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or Act of God excepted) and simultaneous with such removal the Licensor shall refund and repay to the Licensee the said deposit without interest.

18. In the event of the Licensee failing to hand over vacant charge of the said premises to the Licensor on the expiry/termination of this Agreement as provided in Clause 17 hereinabove, then the Licensor shall be entitled to receive from the Licensee Rs. _____ for each day of unauthorized use and occupation by the Licensee of the said premises. It is expressly agreed and declared that the right of the Licensor above is without prejudice to any other rights or remedies available to the Licensor.

19 (a) In the event of a default or delay on the part of the Licensor in repaying the said deposit upon the expiry or termination of this Agreement provided in Clause 17 hereinabove then and in such event:

(i) the Licensor shall be liable and responsible to repay the said deposit together with interest at the rate of 18% per annum from the date on which the said deposit was due and payable until payment is received by the Licensee; and

(ii) the Licensee shall be entitled to continue to use and occupy the said premises until the repayment of the said deposit with the accrued interest as stipulated above; and

(iii) the Licensee shall not during such continued use and occupation of the said premises be liable to pay the license fee or compensation or any other charges payable by the Licensee under or pursuant to this Agreement; and

(iv) such continued use and occupation by the Licensee in terms hereof shall not constitute a breach of any of the terms and conditions of this Agreement; and

It is expressly agreed and declared that the right of the Licensee in sub-clause (a) above is without prejudice to any other rights or remedies available to the Licensee.

20. The Licensor shall not be responsible or liable for any theft, loss, damage or destruction of any property of the Licensee or of any other person in the said premises, unless such theft, loss, damage or destruction is due to any willful act, default, omission or negligence of the Licensor, its agents or servants.

21. Any notice required to be served herein shall be in writing and shall –

(a) in the case of the Licensor, be sent to him by registered post acknowledgement due, or shall be personally delivered at the following addresses :

Licensors Address:

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(b) and in the case of the Licensee, be sent to it by registered post acknowledgement due, or personally delivered at the following address:

Licensee Address

and shall be deemed to have been duly served on all the Licensor or the Licensee, as the case may be on the expiry of 10 days after the date of posting (where sent by post) or upon delivery (where personally delivered)

22. This Agreement shall be governed by the laws of India and the courts of Mumbai will have jurisdiction to settle any disputes that may arise out of or in connection with this Agreement.

23. The Licensor agrees and undertakes that it shall, as required pursuant to section 55 of the Maharashtra Rent Control act, 1999, agrees to register the agreement. The Licensee agrees and undertakes to attend the office of the Sub-Registrar of Assurances, Maharashtra, Mumbai and admit execution of this Agreement when called upon to so do by the Licensor. It is hereby agreed that the stamp duty and registration charges payable in respect of this leave and license agreement shall be borne and paid by the licensee.

24. This Agreement constitutes and represents the entire agreement between the parties hereto on the subject matter hereof and cancels and supersedes all prior arrangements, agreements and understandings, whether oral or written, on the subject matter hereof

25. No modification or amendment of any of the terms of this Agreement shall be valid and binding unless signed by or on behalf of both parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement (in duplicate) the day and year first above written.

SIGNED AND DELIVERED by the)
within named Licensor,)
_____)
in the presence of)

I / We declare that all information submitted by me in this application are true to the best of my ability and has been submitted after having exhaustively reviewed, understood & agreed to terms & conditions mentioned in Annexure A (Subsection 1 to 4)

1st Applicant's full signature to be affixed here: _____

SIGNED AND DELIVERED by the)
within named Licensee,)
_____)
through its Authorised Signatories)
Mr. _____ and)
Mr. _____)
in the presence of)

DATED THIS ___ DAY OF _____

The Licensor

And

The Licensee

DRAFT LEAVE & LICENCE AGREEMENT

I / We declare that all information submitted by me in this application are true to the best of my ability and has been submitted after having exhaustively reviewed, understood & agreed to terms & conditions mentioned in Annexure A (Subsection 1 to 4)

1st Applicant's full signature to be affixed here: _____