**LEAVE AND LICENCE AGREEMENT**

THIS LEAVE AND LICENCE AGREEMENT is made and entered into at \_\_\_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 2021, BETWEEN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, an adult, aged about \_\_\_\_\_\_\_\_years, \_\_\_\_\_\_\_\_\_\_, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_. hereinafter referred to as "'THE LICENSOR" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the ONE PART; **A N D :**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, an adult, aged about \_\_\_\_\_\_\_\_ years Indian inhabitant residing at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as **"THE LICENSEE"** of the OTHER PART;

WHEREAS the licensor is the absolute owner of ROOM premises situated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,** hereinafter related to as "the said **ROOM** premises")

AND WHEREAS the Licensee is in need of **ROOM** for Leave & Licence basis and hence the Licensee approached with request to the Licensor to permit to use and occupy the said premises on Leave & Licence basis for \_\_\_\_\_\_\_\_\_**month** and the licensor has considered the request of the Licensee and allow him/her to use and occupy the said premises on Leave and Licence Basis for a period of \_\_\_\_\_\_\_\_\_\_**months** and both the parties have agreed to reduce into writing the terms and conditions appearing hereinafter:-

**NOW THIS AGREEMENT WITNESSETH AS UNDER**

1. That the Licensor has agreed and permitted the Licensee to use and occupy the said **ROOM** premises situated at above mentioned address for his/her on Leave and Licence basis for a period of \_\_\_\_months, which commencing from **\_\_\_\_\_\_\_\_\_** to **\_\_\_\_\_\_\_** (both days inclusive).
2. That the Licensee has agreed to deposit a sum of **\_\_\_\_\_\_\_** (**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**) as a security deposit to the Licensor.
3. That the Licensee has agreed to pay the compensation charges in respect of the said premises a sum of **\_\_\_/- (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)** per month to the Licensor.
4. It is hereby agreed by and between the parties that the Licence shall pay Electricity charges as per the consumption to the Licence or the concerned authorities from time to time.
5. The Licensee shall use the said promises and he/she shall not change the user of the said premises.
6. That the Licensee hereby undertakes that he/she shall not sell, transfer, mortgage the said premises to anybody else as he/she has been permitted to use and occupy the said premises on Leave and Licence basis only.
7. That the Licensee hereby confirm and reiterates that he/she shall not go to any Court of Law for claiming any right, title and interest in respect of the said premises.
8. That the Licensee shall not let, sub-let, or has right to change or encumber the said premises to any other third party or person.
9. That the Licensee shall keep and maintain the said premises in neat and clean and/or tidy condition. Further it is hereby agreed by and between the parties that the Licensee has no right and authority to make any document in respect of the said room promises without permission of the Licensor, i.e. the Ration Card, Electricity bill, Telephone, Election Identity Card. Bank Pass Book and/or any other documents from Government Department in respect of the said premises.
10. That on the date of expiry of this agreement the Licensee shall handover the vacant and peaceful possession of the said premises to the Licensor and the Licensor shall refund the security deposit amount to the Licensee without any nuisance and default.
11. It is agreed by and between the parties that this Agreement of Leave and Licence shall be subject to the Provisions of Us. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ACT, \_\_\_\_\_\_\_\_, as amended from time to time.
12. It is hereby agreed by and between the parties that after understanding all the contents both parties making respective signatures in this document on their own according and free will without any pressure and in future no any party shall disobey and no any party shall betray to each other.
13. That either the party of the first part or the party of the second part shall give one month's prior notice to each other for early termination of this agreement.

IN WITNESS WHEREOF the parties here to have hereunto set and

subscribed their respective hands and seals on the day and the year first hereinabove written.

SIGNED, SEALED AND DELIVERED )

by the withnamed **"LICENSOR"** )

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** )

in the presence of..................... )

SIGNED, SEALED AND DELIVERED )

by the withnamed **"LICENSEE"**  )

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  )

in the presence of........................ )

**WITNESSES:**

1.

2.

**R E C E I P T**

RECEIVED of and from the withnamed the Licensee has agree to paid a sum of **Rs.\_\_\_\_\_\_\_\_\_\_** (\_\_\_\_\_\_\_\_\_\_\_\_\_\_only) as a security deposit to the Licensor.

I say received Rs. \_\_\_\_\_\_

**LICENSOR**

**WITNESSES:**

1.

2.