

## **LEAVE AND LICENSE AGREEMENT**

**THIS AGREEMENT** is made and entered into at \_\_\_\_\_ on this  
\_\_\_\_\_ **BETWEEN** SHRI. \_\_\_\_\_ is an adult,  
Indian inhabitant residing at \_\_\_\_\_

Hereafter referred to as **"THE LICENSOR"** of the **ONE PART.**

**AND**

SHRI. \_\_\_\_\_ an adult, Indian inhabitant  
residing at \_\_\_\_\_

hereinafter called and referred to as **"THE LICENSEE"** of the **OTHER PART.**

**LICENSOR**

**LICENSEE**

WHEREAS the LICENSOR herein is seized and possessed of or otherwise well and sufficiently entitled to an \_\_\_\_\_

\_\_\_\_\_ ( hereinafter referred to as the said PREMISES / PAYING GUEST FACILITY ) AND WHEREAS the LICENSEE being in need of Paying Guest Facility on rental basis for certain period, approached and requested the LICENSOR herein to allot a Bed in the Paying Guest Facility for said purpose on monthly rental basis. The LICENSOR therefore has agreed to grant the LICENSEE the use of the allotted Bed in the Paying Guest Facility on a Leave & License basis for a certain period on the following terms and conditions which are agreeable.

**-: NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER :-**

1. That the possession of the said Bed in the Paying Guest Facility has been taken over by the LICENSEE on this \_\_\_\_\_ **To** \_\_\_\_\_ and that the LICENSEE shall vacate the said Paying Guest Facility immediately on expiry of the Agreement period and hand over its peaceful possession to the LICENSOR, else if LICENSEE is interested to continue to use said Bed in the Paying Guest Facility then this Agreement needs to be renewed in advance.

2. That the LICENSEE shall use the said Bed in the Paying Guest Facility for the bonafide purpose i.e. for residential purpose, LICENSEE shall not sublet the said Bed in the Paying Guest Facility.

**3. That the LICENSEE shall follow the Paying Guest Facility rules all time:**

3.1 Smoking and Hard drinks are not allowed inside the Paying Guest Facility, also keeping such things / packets in open will not be tolerated.

3.2 Friends are not allowed inside the Paying Guest Facility for any reason, Relatives are allowed to stay overnight in the Paying Guest Facility depending upon the availability and management's approval and the stay is chargeable.

3.3 In your absence or presence you do not have rights to allow anyone else to stay on your bed or someone else's bed in the pg facility.

**LICENSOR**

**LICENSEE**

**3.4 Notice Period :** It should be communicated on whatsapp or text message to our **customer care number ( 8928 191 814 )**, verbal communication and communication to our staff members will not be considered / entertained. If you wish to vacate the Paying Guest Facility **one month's notice period** is mandatory, so the rent is applicable / chargeable for next one month from the date you give the notice whether you stay or not. Please Note the deposit amount will not be adjusted as rent during the notice period.

**3.5 Full & Final Settlement Amount :** After the LICENSEE vacates the said premises in a peaceful state and with complete handover, the LICENSOR will try to refund the full and final settlement amount the same day, but at times may get delayed due to some or the other reason, so we request LICENSEE to grant us a three days time to refund the full and final settlement amount.

**3.6 Rent** is to be paid by 1st of every month or max by 3rd of every month, else a 50 INR fine will be charged per day from 4th of every month.

**3.7** In case of serious illness or infectious disease, the LICENSEE is requested to shift from the Paying Guest Facility to stay with the Local Guardians / Parents.

**3.8** None of our paying guest facilities have any security person available, you're an adult person so please take responsibility for your own security during arguments or fights with your roommates / flatmates, we as management will try our best to sort out such arguments / fights but we do not take any responsibility for anyone's loss in any sense.

**3.9** LICENSEE should keep all the valuables locked inside the wardrobe, management will not be responsible for any loss / theft. Paying Guest Management is not responsible for your vehicle damage or theft, so park your vehicle at your own risk.

**3.10** Parking of any vehicle space is allotted depending upon the space availability and it may be chargeable as per Society rules.

**3.11** Paying Guest Facility management is not responsible for the LICENSEE in person nor for the LICENSEE belongings kept inside or outside the property in any sense.

**3.12** The LICENSEE will be held responsible for not following the rules, any breakage / damage to the Paying Guest Facility. In all such cases, LICENSEE will have to pay the cost of such breakage / damage, LICENSEE will be asked to vacate the Paying Guest Facility immediately and if required POLICE will be involved.

3.13 The LICENSEE is not allowed to go out or come inside of the Paying Guest Facility after 11 PM except for those working in the 2nd or 3rd shift.

3.14 **Electricity Bill** : Paying Guest Facility management gives free electricity up to 150 INR per person for Non AC Paying Guest Facility and 250 INR per person for AC Paying Guest Facility, total free electricity is calculated based on the number of people staying in the Paying Guest Facility for that particular month of electricity bill cycle as per the power provider company, excess amount will be equally divided among the number of people staying in the Paying Guest Facility and this amount needs to be paid along with the monthly rent. Also note if you happen to be not in a paying facility for a complete 15 days without any break then please inform Paying Guest Management, we will exempt you for the electricity bill for those 15 days.

3.15 **Booking Cancellation Penalty Amount** :

**CASE I** : If the booking is canceled before the date of joining, in this case the penalty amount is 1 Month rent.

**CASE II** : If the booking is canceled after the date of joining, in this case the **Rule No. 3.4** mentioned above is applicable.

3.16 **Booking Auto Cancellation** : If you have reserved the bed by paying the minimum booking amount as per our deal, we will hold your reservation for maximum 10 days from the scheduled date of joining, after this it gets auto canceled.

3.17 **Increase in the monthly rent** : It is Gopal's Paying Guest Services management decision. We try to inform everyone a minimum 45 days in advance before we increase the monthly rent. In this paying guest business it is practically not possible to wait for every individual to complete an 11 months stay from the date of joining.

3.18 Gopal's Paying Guest Services not being the sole owner of this said premises, so we will not be able to support you with any supporting documents in regards to Passport / Vehicle Registration / Bank Loan Process / Etc.

3.19 Gopal's Paying Guest Services has complete rights to make changes in the ongoing services and these decisions are taken based on time, place and circumstances.

3.20 The rent increment decision is completely based on the management's decision and not dependent upon the tenure the pg client has completed in our pg facility.

4.0 In consideration of the LICENSEE and permission to use said by the LICENSEE, **each LICENSEE** mentioned in this Agreement has paid to the Paying Guest Facility Owner by way of Security Deposit for such use a sum of Rs. \_\_\_\_\_/- ( \_\_\_\_\_ Only )

Security Deposit payment details: \_\_\_\_\_

Upon the execution of this Agreement, which the Paying Guest Facility Owner shall be entitled to retain without interest, the same Security Deposit shall be returned back to the LICENSEE on expiry of this Agreement period.

5. For the use of the said Bed in the Paying Guest Facility **each LICENSEE** mentioned in this Agreement has agreed to pay the LICENSOR the monthly compensation of Rs. \_\_\_\_\_/- ( \_\_\_\_\_ Only ) by Online or Cash.

6. The LICENSEE shall also bear and pay the partial periodical electrical bills as per rules of the Paying Guest Facility when received irrespective of the above fixed rent.

7. That the LICENSEE shall not tamper with the structure of the Paying Guest Facility by making any additions or alterations or damage any fittings, fixtures and furniture in the Paying Guest Facility.

8. That the LICENSEE shall not claim any extra amenities other than those existing in the said Paying Guest Facility.

9. The rent includes maintenance and society charges for the above said Paying Guest Facility.

10. That the LICENSEE shall not keep or store in the said Paying Guest Facility any dangerous, hazardous or prohibited things or materials.

11. That the LICENSEE shall not create or cause any nuisance or inconvenience to the LICENSOR or other residents of the Paying Guest Facility, the residence of the building or society by any willful acts, deeds and matters.

12. That the LICENSOR shall have the right to enter upon the said Paying Guest Facility at any time during day hours to view the condition and use of the said Paying Guest Facility.

**LICENSOR**

**LICENSEE**

13. That the LICENSEE shall vacate the said Paying Guest Facility and handover back its peaceful possession to the LICENSOR on the expiry of the Agreement period which is \_\_\_\_\_ ( \_\_\_\_\_ ) Months as mentioned herein.

14. That the LICENSOR shall have the right to terminate this Agreement even before the expiry of the stipulated period of \_\_\_\_\_ ( \_\_\_\_\_ ) months if the LICENSEE shall fail to abide the terms and conditions herein mentioned. This action of the LICENSOR shall not prejudice his / her right to recover from the LICENSEE all the dues of compensation and damage, electric bill, etc. from the security deposit. Incase of the termination of the Agreement before the expiry or the stipulated period, the LICENSEE shall vacate the Paying Guest Facility and handover Paying Guest Facility back to the LICENSOR.

15. Notwithstanding anything contained herein it shall be lawful for the LICENSOR in the event of any breach by the LICENSEE any of the terms and condition of the said Agreement to revoke the license and Paying Guest Facility granted by giving to the LICENSEE \_\_\_\_\_ Day(s) previous notice in writing and if such notice is given the LICENSEE shall handover the possession of the said Paying Guest Facility to the LICENSOR of the completion of the \_\_\_\_\_ Day(s) notice period and LICENSEE shall not claim and rights and respect of the said Paying Guest Facility for the rest of the period.

16. Incase the LICENSEE desire to handover the said Paying Guest Facility to the LICENSOR to unavoidable circumstance before the completion of the terms it shall be lawful for the LICENSEE to give \_\_\_\_\_ Day(s) termination notice in writing to the LICENSOR. So as to enable the LICENSOR to manage the said Security Deposit and pay back the LICENSEE.

**For Students Only :: DECLARATION BY THE PARENT / GUARDIAN**

I have permitted my son / daughter to join the Paying Guest Facility at the facility address mentioned in earlier one of the pages. I shall be responsible for my son / daughter conduct and discipline as laid down by the paying guest management rules and regulations, as well as any changes made from time to time. I also state that the details given by my son / daughter are correct.

Parent / Guardian Name :

Relationship :

**LICENSOR**

**LICENSEE**

Signature :

IN WITNESSETH whereof the parties hereto set their respective hand hereto \_\_\_\_\_  
on this \_\_\_\_\_ first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

SHRI. \_\_\_\_\_

**LICENSOR**

THE LICENSOR IN THE PRESENCE OF :

1.

2.

SIGNED AND DELIVERED BY THE WITHIN NAMED

SHRI. \_\_\_\_\_

**LICENSEE**

THE LICENSEE IN THE PRESENCE OF :

1.

2.

### **RECEIPT**

RECEIVED a sum of Rs. \_\_\_\_\_/- ( Rupees \_\_\_\_\_only ) by  
Online / Cash from the within named i.e LICENSEE the party the second part  
SHRI. \_\_\_\_\_ as aforesaid in the Agreement.

**I SAY RECEIVED**

Rs. \_\_\_\_\_/-

( \_\_\_\_\_ )

**LICENSOR**

**LICENSEE**

# Self Declaration Form

I, \_\_\_\_\_(Full Name), hereby declare and agree to the following during my stay at **Gopal's Paying Guest Services (GPGS)**.

**Note :** Here after below we are using the abbreviation of Gopal's Paying Guest Services as **GPGS**

## Rules & Regulations

- I have read, understood and agreed to abide by all the rules, terms and conditions of GPGS.
- I understand that violation of the rules may lead to penalties or termination of my stay without refund.

## Rent & Payments

- I understand that the booking amount is non-refundable.
- I agree to pay rent, electricity, parking charges\*, previous due\*, and other charges\* on time (i.e. 1st to 3rd of every month). From 4th of every month the late fee of Rs.50 per day will be applied till the complete payment is received.
- I understand that the AC Electricity bill will be calculated as per the AC consumption data provided by everyone in that room through the google sheet created and shared by GPGS. Even if one person is not cooperating to maintain the required data then GPGS have no choice but to divide the AC bill amount equally among everyone in that room.

## Code of Conduct

- I will not engage in activities prohibited by the management, including smoking, consuming alcohol, using drugs, playing loud music, and I will always maintain good behavior with the neighborhood.
- I will provide one month prior written notice only. I also understand the rent is applicable for next one month from the date I have given the notice even if I stay or not.
- I understand that the Full & Final (FNF) settlement amount will be processed after the PG facility is vacated with proper handover and it will take three working days as the FNF settlement report goes through an approval process and requires time, I will take care not pressurize the management unnecessarily.
- Entry and Exit after 11:00 PM ( IST ) is not allowed, except for professionals working in the second shift and in such cases in writing it should be communicated.
- I will maintain respectful behavior with fellow residents and GPGS team at all times and will not get involved in fights (verbal/physical) with anyone and it may lead to stay termination.
- I understand the GPGS team is not responsible for handling my luggage during joining, shifting, or vacating the PG facility.
- I will not bring unauthorized visitors and it may lead to stay termination.
- I understand the uncleaned utensils or unattended items and expired products will be

**LICENSOR**

**LICENSEE**



disposed of during our regular routine inspections.

- I understand that the management will not be responsible for any loss, theft, or damage to my personal belongings at the PG facility. I am advised not to keep any valuables and important items in the PG facility.
- I understand that I am responsible for my personal belongings. I will keep all items properly in the wardrobe and on the bed so that the GPGS team can easily carry out housekeeping work on a daily basis.
- I understand that in case of any misconduct, indiscipline or violation of GPGS policies, a fine may be imposed and immediate eviction from the premises may occur without refund.
- I understand that any legal disputes or related expenses arising from such misconduct shall be fully borne by me.

### **Maintenance and Housekeeping Concerns**

- I will raise maintenance and housekeeping related concerns to the GPGS customer care in writing. I will not make any verbal communications to the GPGS team.
- I understand certain maintenance activities are dependent on external vendors so the fixes may take time and I will keep practical expectations from GPGS regarding services.

### **Medical & Safety Disclaimer**

- I declare that I am medically and mentally fit to stay at the PG.
- I will inform the management of any health conditions during my stay.

### **Legal & Acknowledgment**

- I declare that I have no criminal background or pending legal cases.
- I confirm that the above is true to the best of my knowledge. I agree to comply with all GPGS rules and understand that violation may lead to immediate eviction without refund.
- All this is to serve you better but we also need full cooperation from you.

Checklist	Possession	Handover
<b>Property Code</b>		
<b>Is complete payment received ?</b> ( Request the client to send you the payment screenshots and get it approved from Accounts )		
KYC Documents ( Aadhar, Company Id, Photo )		
Agreement & Police NOC ( fill and get client signatures )		
Add / Remove the client from the WhatsApp group		
Main Door Key (s)		
Wardrobe & Wardrobe Key (s)		
Bed, Mattress, Bedsheet, Pillow & Pillow cover		
Bed Side Table & Extension Board		
AC Remote with batteries		
AC Sub Meter Photo and Reading		
AC Consumption Tracking Sheets explain in detail to the client and take his/her acknowledgement.		
Property Code		
Client Name & Signature with Date		
GPGS Team Member Name & Signature with Date		
Comments		

**LICENSOR**

**LICENSEE**