**LEAVE AND LICENCE AGREEMENT**

THIS AGREEMENT OF LEAVE & LICENCE is made and entered into at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(location and city) on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_(date), BETWEEN Mr./Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Indian citizen, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(address), hereinafter referred to as “The Licensor” (which expression shall mean and include his family, heirs, legal representatives, executors, administrators successors and assigns) of the “One Part” AND Mr./Ms residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(present address) hereinafter referred to as “The Licensee” (which expression shall mean and include his family, heirs, legal representatives, executors, administrators, successors and assigns) of the “Other Part”.

WHEREAS The Licensor is the exclusive owner, and is seized and possessed of Flat No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “said flat”), admeasuring about \_\_\_\_\_\_\_\_\_\_\_square feet built-up area on the \_\_\_\_\_ floor of \_\_\_\_\_\_\_\_\_\_\_Apartments (hereinafter referred to as “the said society”) situated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Address); AND WHEREAS The Licensee has approached The Licensor seeking the said flat on Leave and License basis for a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(duration in months) on the terms and conditions mutually agreed to, appearing hereinafter :

**NOW THIS AGREEMENT WITNESSETH AS UNDER GRANT OF LICENCE**

1. The Licensor hereby states and declares that he grants the Licensee the license to use the said flat with effect from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for a period of \_\_\_\_\_\_\_\_\_\_\_\_\_months only on Leave and License basis.

2. The Licensee has agreed to occupy and use the said flat for a period of \_\_\_\_\_\_\_\_\_ (period in months) purely on Leave and License basis, commencing on \_\_\_\_\_\_\_\_ (date) and expiring on \_\_\_\_\_\_\_\_\_\_\_\_\_ (date) (i.e.\_\_\_\_\_\_\_\_\_\_\_(from date) to \_\_\_\_\_\_\_\_\_(to date) ).

3. The financial compensation terms shall be as follows :

(a) The Licensee shall pay Rs. \_\_\_\_\_\_\_/-(amount) (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only)(amount in words) per month in advance as compensation for the use of the said flat on or before the \_\_\_\_\_\_\_\_\_\_ day of every month, and if the Licensee fails to pay such payment when due, the Licensor has the right to cancel the agreement without any notice or payment of any compensation to the Licensee.

(b) The Licensee shall pay The Licensor a sum of Rs. \_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_only) (amount in words) as an interest-free security deposit. This security deposit of Rs. \_\_\_\_\_\_\_\_\_\_/-(amount) (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) (amount in words) shall be refunded after the handover of peaceful possession of the said flat upon termination of the lease.

(c) The Licensee shall bear the charges for utilities namely electricity, telephone, and cable, and shall make payments of these bills on timely basis. The Licensor shall bear the society charges including municipal taxes and water tax. Any increase in municipal taxes or other statutory levies, if any, will be borne by the Licensor.

4. The License shall automatically be terminated on completion of \_\_\_\_\_\_\_\_\_\_\_(period in months) starting \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_( start date in words), and immediately after that day, The Licensee shall handover peaceful vacant possession of the said flat to the Licensor.

5. The Licensor shall have full rights to take immediate possession of the flat on breach of any of the herein mentioned terms and conditions on the part of the Licensee.

6. The Licensor and The Licensee hereby covenant with each other that if either of the parties to this agreement decides to terminate the Licensee earlier than the date stipulated hereinabove, the desiring party shall give \_\_\_\_\_\_ days written notice to the other party of such intention and accordingly the said agreement shall remain terminated on expiry of the said notice period of \_\_\_\_\_ days. However such notice of \_\_\_\_\_ days can not be given before the expiry of first \_\_\_\_\_ months. TERMS & CONDITIONS OF USE

7. The Licensee shall use the said flat himself for residence.

8. The Licensee shall not keep, permit or allow anyone else to use the said flat, or grant Licensee to use and occupy, or sublet, nor shall transfer or assign the benefits of this agreement to any other person.

9. At all times, the ownership and legal possession and occupation of the said flat shall remain with the Licensor only; the Licensee shall use and occupy the said flat as Licensee only, and shall not claim any title or interest of any nature whatsoever in the said flat, and that nothing in this agreement shall be construed to be a demise at law in respect of the said flat, or to confer upon the Licensee any right of tenancy/sub-tenancy/lease/sub-lease etc., in respect of the said flat.

10. The Licensee shall keep the said flat in good condition and if any damages, breakages or disrepairs are caused to the said flat, or the society, due to any act or deed of the Licensee, the Licensee shall fully make good the charges on account of such damages, breakages or disrepairs.

11. The Licensee shall not cause any nuisance, and shall refrain from doing any act which is objectionable to the Licensor, neighbors, or the society, and the Licensor retains the right to enter and inspect the said flat, with prior reasonable notification to the Licensee, at any time convenient to him during the period of tenancy.

12. The Licensee shall not make any structural alterations or additions to the said flat without the prior written consent of the Licensor.

13. The Licensee hereby confirms that the said flat shall be occupied by him on “as-is-where-is” basis, and that, therefore, any relevant laws/rules to the contrary notwithstanding, he shall not during the period of this License, or thereafter, demand from the Licensor any payment for any additions / alterations / repairs / renovations, which, if required by the Licensee, shall be carried out by the Licensee at his own cost, subject to obtaining prior written permission from the Licensor, the said society and all other concerned authorities.

14. The Licensee shall not carry on any illegal business or activities, nor shall he store any prohibited articles or commodities, or items which could cause damage to the said flat, and shall strictly observe the rules and regulations of the said society and local Municipal Corporation.

15. The Licensee shall, on expiry of the period of this agreement, or on earlier termination as hereinabove provided, remove himself together with all his articles/things and hand over peaceful and vacant possession to the Licensor without any let or hindrance, in good order and condition.

16. The Licensee shall permit the Licensor, his servants, agents, surveyors, engineers, architects, workmen, intending purchasers, and all other persons authorized by the Licensor to enter upon the said premises at any reasonable time in the day, with prior reasonable notification to the Licensee.

17. The Licensor shall not be responsible or liable for any damage caused to the person or property of the Licensee or his family either by fire, rain, flood, dampness, leakage, bursting of water or gas pipes or tubes, electric wires or other installation in or about the said flat, or by giving way of any portion of or portions of the flooring, wall, roof, ceiling or any other part of the building or the said society. Likewise, the Licensee shall not be responsible or liable for any damage caused to the person or property of the Licensor or his family either by fire, rain, flood, dampness, leakage, bursting of water or gas pipes or tubes, electric wires or other installation in or about the said flat, or by giving way of any portion of or portions of the flooring, wall, roof, ceiling or any other part of the building or the said society.

18. The Licensee shall not do or cause to be done, any act or deed, in or about the said flat or the said society that is illegal / improper / indecent / immoral or which may expose the Licensor to any damage / loss / harm, due to any legal / Government / society's action, or any action by any person(s) so affected.

19. The Licensee hereby agrees to indemnify the Licensor from all claims / demands / damages / actions / costs / charges, to which he may be held liable, by reason of any activity / negligence / commission / omission / non-observance of any terms and conditions of this License, or otherwise by the Licensee or anyone acting for him.

20. This agreement shall be governed by :

(a) Indian Contract Act, 1882, and

(b) The Licensee specifically agrees to be bound by the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(For example in case of Maharashtra following should come:  Maharashtra Rent Control Act, 1999 as at present in force, Section 24 of which reads as follows :

"Notwithstanding anything contained in this Act, a Licensee in possession or occupation of premises given to him on License for residence, shall deliver possession of such premises to the landlord on expiry of the period of License; AND on the failure of the Licensee to so deliver the possession of the Licensed premises, a landlord shall be entitled to recover possession of such premises from the Licencee, by making an application to the competent authority;

AND

the competent authority, on being satisfied that the period of License has expired, shall pass an order for eviction of the Licensee; Any Licensee who does not deliver possession of the premises to the landlord on expiry of the period of License, and continues to be in possession of the Licensed premises, till he is dispossessed by the competent authority, shall be liable to pay damages at double the rate of the License Fee or charge of the premises fixed under the Leave and License Agreement; The competent authority shall not entertain any claim of whatever nature from any other person who is not a Licensee according to the Leave and License Agreement“)

21. The Licensee shall pay The Licensor an enhanced charge of Rs. \_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_)(amount in words) per day if The Licensee fails to vacate the premises and hand over peaceful vacant possession of the said Flat to The Licensor on expiry of the period of this agreement, or on earlier termination as hereinabove provided. If the Licensor fails to simultaneously refund the security deposit for any reason whatsoever, the Licensee shall, without prejudice take any legal remedy available to it, be entitled to continue to use and occupy the licensed Flat free of charge for which the licensor shall be deemed to have hereby given its irrevocable and unconditional consent, until such time as the said amount are refunded by the Licensor to the Licensee together with interest thereon at the rate \_\_\_\_\_% per annum form the date on which the Licensee was willing to vacate the Licensed Flat until payment.

22. The Licensor and the Licensee shall bear and pay all cost and expenses equally by way of stamp duty, registration charges, etc. in respect of this Agreement. Each party shall bear and pay the professional fees of their respective agent’s advocates. IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day and the year hereinabove stated.

SIGNED AND DELIVERED BY

the within named

“The Licensor” Mr/Ms \_\_\_\_\_\_\_\_\_\_\_\_\_(name) and (in case of joint property owner)

Mrs/ Mr.\_\_\_\_\_\_\_\_\_\_\_(name)

In the presence of witness: ……………………………………

Name:

Address:

SIGNED AND DELIVERED BY

the Within named

“The Licensee” Mr/Ms \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name)

In the presence of witness : ……………………………………

Name :

Address :