#### **INSTRUCTIONS**

The contents of rentalhousing.com, including the templates of the lease agreement available for reference herein which you are entitled to use without payment of any fees, shall not be deemed as providing legal services and shall, under no circumstances be a substitute for legal or tax or any relevant professional advice.

Thank you for downloading the sample leave and license agreement from rentalhousing.com.

#### How to Customise:

- 1. Customise the agreement by filling in your information by replacing the felids highlighted in Grey
- 2. Don't worry about the grey highlighting. It will disappear when you print the document. Just make sure you fill in all the information correctly and save your document!
- 3. Delete the instructions before printing

You are advised to check all applicable local laws of the particular jurisdiction to ensure compliance with legal requirements before concluding any transaction.

#### LEAVE AND LICENSE AGREEMENT

This agreement made at this Enter the Day of the Month day of Enter the Month and Year between

Enter the name of the Landlord, Age: Enter landlord's age, Occupation: Enter the occupation of the landlord, PAN: Enter landlord's PAN Card number, UID: Enter the Aadhar Card number of the landlord, Residing at: Enter Landlord's Permanent Address

HEREINAFTER called 'the Licensor (which expression shall mean and include the Licensor above named as also his respective heirs, successor, assigns, executors and administrators.

#### AND

Enter the name of the Tenant, Age: Enter Tenant's age, Occupation: Enter the occupation of the Tenant, PAN: Enter Tenant's PAN Card number, UID: Enter the Aadhar Card number of the Tenant, Residing at: Enter Tenant's Permanent Address

Hereinafter called 'the Licensee (which expression shall mean and include only Licensee above named).

WHEREAS the Licensor is absolutely seized and possessed of and or otherwise well and sufficiently entitled to all that constructed portion being residential unit bearing

Flat No./ Independent House No., Built-up (Area): Built-up area of the premise, comprising of No. of Bedrooms bedrooms, No. of Bathrooms bathrooms, No. of Balconies balconies, situated on the Floor No. Floor of a Building known as Apartment Name situated at Street Address, City, State, Pincode; standing on the plot of land bearing Plot No..

AND WHEREAS the Licensee herein is in need of temporary premises for his/her use has/have approached the Licensor with a request to allow the Licensee herein to use and occupy the said premises on Leave and License basis for a period of Enter the number of months for which the agreement is valid Months commencing from Click here to enter a date from which the tenant can start living in the said premises and ending on Click here to

**enter a date beyond which the tenant cannot stay in the said premises**, on terms and subject to conditions hereafter appearing.

AND WHEREAS the Licensor have agreed to allow the Licensee herein to use and occupy the said Licensed premises for his aforesaid purposes only, on Leave and License basis for above mentioned period, on terms and subject to conditions hereafter appearing;

# NOW THEREFORE IT IS HEREBY AGREED TO, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

- 1. Period: That the Licensor hereby grants to the Licensee herein a revocable leave and license, to occupy the Licensed Premises, described in Schedule hereunder written without creating any tenancy rights or any other rights, title and interest in favour of the Licensee for a period of Enter the number of months for which the agreement is valid Months commencing from Enter a date from which the tenant can start living in the said premises and ending on Enter a date beyond which the tenant cannot stay in the said premises.
- 2. Rent & Deposit: That the licensee shall pay to the Licensor Rs. Enter rent to be paid per month per month towards the compensation for the use of the said licensed premises. The amount of monthly compensation shall be payable within first Enter the day of the month before which the rent should be paid days of the concerned month of Leave and License.
- 3. **Deposit:** That the Licensee has paid a sum of Rs. **refundable deposit** interest free refundable deposit as security by **Mode of payment and Transaction Number for reference** on **Date of which the payment was made**. The security shall be refunded by the Licensor to the Licensee at the time of receiving back the vacant possession of the said property subject to the terms and conditions of the agreement.
- **4. Electricity and Water:** That the Licensee shall pay the electricity and water bill as per consumption to the concerned authorities.

### 5. Maintenance Charges:

That the all outgoings including all rates, taxes, levies, assessment, maintenance charges, non-occupancy charges, etc. in respect of the said premises shall be paid by the **Licensee/Licensor**.

- 6. **Fixtures:** That the Lessee has seen before occupying the said property that all the sanitary and electric fittings and fixtures are in good working condition and are satisfied that nothing is broken or missing and the Lessee on vacating the demised premises shall restore them, in the same condition, subject to normal wear and tear.
- 7. Use: That the Licensed premises shall only be used by the Licensee for residential purpose. The Licensee shall maintain the said premises in its existing condition and damage, if any, caused to the said premises, the same shall be repaired by the

Licensee at its own cost subject to normal wear and tear. The Licensee shall not do anything in the said premises which is or is likely to cause a nuisance to the other occupants of the said building or to the prejudice in any manner to The rights of Licensor in respect of said premises or shall not do any unlawful activities prohibited By State or Central Government.

- 8. **Alteration:** That the Licensee shall not make or permit to do any alteration or addition to the construction or arrangements (internal or external) to the Licensed premises without previous consent in writing from the Licensor.
- 9. **No Tenancy:** That the Licensee shall not claim any tenancy right and shall not have any right to transfer, assign, and sublet or grant any license or sub-license in respect of the Licensed Premises or any part thereof and also shall not mortgage or raise any loan against the said premises.
- 10. **Inspection :**That, the Licensor shall on reasonable notice given by the Licensor to the Licensee shall have a right of access either by himself or through authorized representative to enter, view and inspect the Licensed premises at reasonable intervals.
- 11. **Cancellation**: That, if the Licensee commits default in regular and punctual payments of monthly compensation as herein before mentioned or commit/s breach of any of the terms, covenants and conditions of this agreement or if any legislation prohibiting the Leave and License is imposed, the Licensor shall be entitled to revoke and / or cancel the License hereby granted, by giving notice in writing of one month and the Licensee too will have the right to vacate the said premises by giving a notice in writing of **one month** to the Licensor.
- 12. **Possession:** That the immediately at on the expiration or termination or cancellation of this agreement the Licensee shall vacate the said premises without delay with all his goods and belongings. In the event of the Licensee failing and / or neglecting to remove himself and / or his articles from the said premises on expiry or sooner determination of this Agreement, the Licensor shall be entitled to recover damages at the rate of double the daily amount of compensation per day and or alternatively the Licensor shall be entitled to remove the Licensee and his belongings from the Licensed premises, without recourse to the Court of Law.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signatures by way of putting thumb impression electronic signature hereto in the presence of witness, who are identifying the executants, on the day, month and year first above written.

## Annexure 1

S.No	Item	Number of Units
1	Fan	
2	Lights	
3	Bed	
4	Sofa	
5	Table	
6	Chair	
7	Air Conditioner	
8	Geyser	
9	Any Other	

Licensor _	
Licensee _	
Witness 1	
Witness 2	