

## LEAVE AND LICENCE AGREEMENT

THIS AGREEMENT OF LEAVE & LICENCE is made and entered into at \_\_\_\_\_(city) on the \_\_\_ day of \_\_\_\_\_ Two Thousand and One

### Between

\_\_\_\_\_, of \_\_\_\_\_(city), Adult Indian Inhabitant, residing at \_\_\_\_\_, hereinafter called the LICENSOR (Which expression unless be repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and assigns) of the ONE PART.

### And

\_\_\_\_\_, of \_\_\_\_\_(city), an adult Indian Inhabitant, residing at \_\_\_\_\_, hereinafter called the LICENSEE (Which expression unless be repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and assigns) of the OTHER PART; WHEREAS the LICENSOR is the exclusive owner and is seized and possessed of the \_\_\_\_\_, admeasuring about \_\_\_\_\_, hereinafter referred to as the 'SAID FLAT' for the sake of brevity's. AND WHEREAS THE LICENSEE has approached the licensor to give the said FLAT to the licensee on leave and licence basis for a period of eleven months from \_\_\_\_\_ on terms and conditions hereinafter appearing; NOW THIS AGREEMENT WINESETH AS UNDER

AND WHEREAS the Vendor is now absolutely seized and possessed of and is otherwise well and sufficiently entitled to the said Flat in the said Building of the said Society;

### COMMENCEMENT

1. The parties of the First Part hereby state and declare that he has allowed the party of the other part to use the said FLAT premises with effect from .....(date) for a period of eleven months on Leave and Licence basis.

### PERIOD

2. The party of the other part has agreed to occupy and use the said FLAT premises for a period of eleven months purely on leave and licence basis commencing on .....(date) and expiring on .....(date)

### DAMAGE BROKERAGE

3. The Licensee shall keep the said FLAT in good condition and if any damages, breakages are caused to the said FLAT, the licensee shall make good the loss caused to the Licensor on account of such damages and breakages.

### COMPENSATION / RENT

4. The Licence shall pay Rs...../- (Rupees.....) per

month as compensation/rent for the use of the said FLAT premises on or before 10th of every month and if he fails to do so the owner has every right to cancel the agreement.

5. The licensee shall keep the said FLAT premises in good conditions and shall not cause any nuisance and shall refrain from doing any act which might be objectionable to the owner or the neighbours and for this purpose the Licensor shall have right to enter and inspect the premises at any time suitable to him.
6. The licensee shall not keep, permit or allow anyone else to use the said FLAT or grant licence to use and occupy or sublet nor shall transfer or assigns the benefits of this agreement to any other person.
7. The licensee shall not carry any illegal business or activities nor shall store any prohibited articles or commodities which could cause damage to the FLAT premises and shall strictly observe the rules and regulation of the Society, Municipal corporation, Grampanchayat and Police Department.
8. The licence shall be automatically terminated on completion of eleven months and immediately after that the licensee shall handover peaceful and vacant possession of said FLAT to the licensor.
9. The Licensor shall have right to take possession of the flat on breach of any of the terms and conditions on the part of Licencee.
10. The Licensors and the Licensee hereby covenant with each other that if either of the parties to this agreement decides to terminate the licence earlier than the date stipulated hereinabove, the desiring party of this agreement shall give one month notice in writing to the other party of such intention and accordingly the said agreement shall remain terminated on expiry of the notice period.

## **RENEWAL**

and whereas the party is here to have an option to renew THIS AGREEMENT / AGREEMENT for further period.....months from the day of .....to the .....day of....., both days inclusive on the same terms and conditions of THIS AGREEMENT, except for this provision of further renewal, and provided the LICENSEE agrees to increase the MONTHLY LICENCE / COMPENSATION to Rs...../- ( Rupees .....only ) (TIME BEING THE ESSENCE OF THIS CONTRACT)

11. That on completion of THIS AGREEMENT period or earlier termination thereof, as the case may be, as herein provided, the LICENCEE shall receive, from LICENSOR, collectively or either of them, the balance amount or complete amount of SECURITY DEPOSIT (as the case may be) after deductions of monthly COMPENSATION/LICENCE - FEE, if any due, as also all the arrears of charges due as per clause No.3 (three) hereinabove, and monetary loss, if any, suffered by the LICENSOR, by reason of the operation (by the LICENSEE) of THIS AGREEMENT OF LEAVE LICENCE, besides the loss in terms of money, suffered by the LICENSORS on account of damage to the PREMISES, and / or fittings/fixtures therein.

12. That at all times, the OWNERSHIP and LEGAL POSSESSION AND OCCUPATION of the PORTION and the PREMISES shall be that of the LICENSOR, only and the LICENSEE shall use and occupy the PORTION as LICENSEE only, and shall not claim any interest of any nature whatsoever in the said PORTION or the PREMISES, and that nothing in THIS AGREEMENT shall be construed to be a demise at law in respect of the PORTION or the PREMISES or to confer the LICENSEE any right of tenancy/sub-tenancy/lease/sub-lease, etc., in respect of the PORTION or the PREMISES.
13. That the LICENSEE shall, on expiry of the period of THIS AGREEMENT or the RENEWAL PERIOD, as the case may be or on earlier revocation, and /or vacation, of said premises, as herein provided, remove himself together with all his articles/things and hand over the occupation of the licensors, collectively or either of them, peacefully, and without any let/hindrance, in good order and condition normal wear and tear expected.
14. That the LICENSORS and/or their respective authorized agent/s shall have the right to visit/enter the PREMISES for bonafide inspection purposes, at all reasonable times, between sunrise and sunset times, only.
15. That the LICENSEE hereby confirm that the Premises shall be occupied by him (LICENSEE) on "AS-IS-WHERE-IS" basis, and that, therefore, any relevant laws/rules to the contrary notwithstanding, he (LICENSEE) shall not during the period of THIS LICENCE, or thereafter, demand or required by the LICENSORS any payment for any additions/alterations/repairs/renovations, of the PORTION or the PREMISES, which, if required by the LICENSEE, shall be carried out by the LICENSEE at his own cost, subject to obtaining prior permission from the LICENSORS, subject to the LICENSEE procuring required permission from the concerned SOCIETY and all other concerned authorities/institutions.
16. That the LICENSEE doth hereby agree/undertake that he, his family members, staff, visitors, shall:
  - a. Take all reasonable care of, all and singular, the PORTION and the PREMISES, and shall indemnify the LICENSORS from and against any damage/loss (other than by ordinary wear and tear) by reason of normal use/occupation thereof, and he shall not do any other thing which may cause harm/damage to the PORTION of the PREMISES, and/or to the fixtures/fittings in the PORTION of and the PREMISES, and shall take proper care of the same as he would take in case of his own property and belongings, and shall always keep the PORTION and the PREMISES in a clean/habitable decent/sanitary condition, free from waste/rubbish.
  - b. Not do/cause/suffer to be done, any act/deed, or thing in or about the PORTION or the PREMISES which 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 the person/s so affected, and shall not disturb/injure/damage/remove/shift/displace/misplaced, or cause to be displaced/disturbed/injured/removed/shifted/misplaced, any of the

fixtures/fittings provided in the PORTION/PREMISES.

- c. Observe all the rules/regulations, now in force, or as may be imposed hereafter by the concerned SOCIETY/association/government/ Municipal authorities, in respect of his use/occupation of the PORTION, from time to time.

17. That the LICENSEE hereby agrees to indemnify the LICENSOR and their representative, from all claims/demands/damages/actions/costs/charges, to which they may have to be held liable, by reason of any activity/negligence/commission/non-performance/non-observance, of any terms/conditions of THIS LICENCE, or otherwise, by the LICENSEE or any one acting under him.

18. That THIS AGREEMENT shall be governed by

(a) Indian Contract Act, 1882, and

(b) the LICENSEE specifically agrees to be bound by the Bombay Rent Act, as at present in force, and shall not be affected to the prejudice of the LICENSORS by any change in the said provisions of relevant law (which might be adverse to the interest of the LICENSOR) viz. Section No 24 of the said RENT ACT, which reads as follows :

s.24."(a) Notwithstanding anything contained in this Act, a LICENSEE in possession or occupation of PREMISES give to him on LICENCE FOR RESIDENCE, shall deliver possession of such PREMISES to the LANDLORD on expiry of the period of LICENCE.

"AND on the failure of the LICENSEE to so deliver the possession of the LICENCED PREMISES, a LANDLORD shall be entitled to recover possession of such PREMISES from a LICENCE, by making an application to the COMPETENT AUTHORITY.

AND THE COMPETENT AUTHORITY, on being satisfied that the period of LICENCE has expired, shall pass as 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 LICENCE, and continues to be in possession of the LICENCED PREMISES, till he is dispossessed by the COMPETENT AUTHORITY, shall be liable to pay damages at double the rate of the LICENSEE - FEE or CHARGE of the PREMISES fixed under the AGREEMENT OF LICENCE.

"THE COMPETENT AUTHORITY shall not entertain any claim of whatever nature from any other person who is not a LICENSEE according to the AGREEMENT OF LICENSEE.

"Explanation - for the purpose of this SECTION

(a) The expression "LANDLORD" does not include a tenant, or a sub-tenant, who has given premises on LICENCE.

(b) An AGREEMENT OF LICENCE in writing shall be conclusive evidence of the

fact therein."

19. That under the provision of the aforesaid clause No. (13)

- (a) (2) of the said RENT ACT, the said LICENSORS enhanced charge of Rs...../- (Rupees.....Only) per month, if he fails to vacate the PREMISES on or before the 30th day of ....., or the renewal period expiring on the 31st day of ....., as the case may be, and shall he also liable for prosecution under the aforesaid provision of the BOMBAY RENT ACT, 1947, at the cost and consequences of the said LICENSEE."

IN WITNESS WHEREOF, THE PARTIES TO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY AND THE YEAR FIRST HEREIN ABOVE WRITTEN,

SIGNED,SEALED AND DELIVERED by ) \_\_\_\_\_  
the within named "LICENSOR" )  
(a) ..... ) (LICENSOR)  
(b) ..... )  
in the presence of..... )  
1. .... )  
Name ..... )  
Address ..... )  
2. .... )  
Name ..... )  
Address ..... )  
SIGNED,SEALED AND DELIVERED by ) \_\_\_\_\_  
By the within named "LICENSEE" )  
In the presence of ) (LICENSEE)  
1. .... )  
2. .... )