

LEAVE & LICENCE AGREEMENT

THIS DEED OF LEAVE AND LICENCE MADE ON THIS 29TH DAY OF
SEPTEMBER 2025

BETWEEN

Name:

Add:

PAN: xxx

Hereinafter called as "OWNER" and / or LICENSOR OF THE ONE PART

AND

Name:

Add:

PAN: xxx

Here in after called as **LICENSEE OF THE OTHER PART.**

Whereas the party of the one part is the owner of the premises, which is
admeasuring about approx **** sq. ft., constructed on the property, located at
*****8

This is also described in the Schedule hereunder written. The said premise is the
subject matter of this license agreement (hereinafter referred to as the "SAID
PREMISES").

AND WHEREAS the party of the one part did not presently require the said
premises and hence intended to give the same on leave and license basis for
temporary period. The party of the other part required for residential purpose.
Accordingly the party of the other part approached the party of the one part and
proposed to take the said premises for temporary period on the leave and license.

AND WHEREAS the Licensor accepted the said request of the Licensee and
agreed to grant the said premises to the Licensee on certain terms and
conditions.

AND WHEREAS the party of the one part, as proposed by the Licensee
has agreed to grant license and allow the party of the other part to use the
said premises for a period of 11 months commencing from ****th Month,**

Year to *th Month, Year** on Leave & License basis on the following terms and conditions.

NOW THEREFORE THIS DEED WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

1. **GRANT OF LICENCE:** The Licensor hereby permits and grants license and the Licensee hereby accepts to use as the said premises for the purpose of Residential use for a term of 11 months on leave and license basis. The license period shall be deemed to have commenced ****th Month, Year to ***th Month, Year**.
2. **SECURITY DEPOSIT:** The Licensee, at the time of execution of this Agreement, has paid a sum of Rs.*****/- (**RUPEES ***** ONLY**) to the Licensor as a refundable Security Deposit towards the grant of the license. The Licensor admits and acknowledges the receipt of the said amount. No Interest is paid on the said security deposit.
3. **LICENSE CHARGES / COMPENSATION:** The Licensee shall pay license charges of an amount of Rs. *****/- (**RUPEES ***** ONLY**) per month for the 11 months for the use of the said premises including the maintenance charges.
4. **PAYMENT OF LICENSE CHARGES:** The licensee shall pay the said monthly license in advance on or before 5th of each month according to English calendar and shall not commit default in paying the same. Payment shall be done through online banking.
5. **ELECTRICITY & WATER CHARGES:** That is addition to the monthly compensation as aforesaid the licensee shall pay the electricity and water charges as per the reading of the meters to the appropriate authorities regularly, failing which the Licensor has every right to terminate the present agreement.
6. **RATES & TAXES:** All the municipal taxes in respect of the said premises shall be borne and paid by the Licensor alone. All other levies, taxes shall be borne and paid by the Licensor alone.
7. **SUBLETTING:** That the Licensee shall not be entitled to sublet the said premises to any other person/s or organization/s and shall use it exclusively only for residential purpose.
8. **REPAIRS:** The Licensee shall not do any act whereby the said premises or its fixtures or fittings are damaged. The Licensee shall maintain the premises in a proper condition and shall be liable to rectify and repair the premises in case of any damage is caused to the same due to the acts of the Licensee and in case the licensee fails to rectify / repair the same then in such case the licensor shall; be entitled to claim the damages and shall deduct the damages from the amount kept as security deposit. If the damages are more than the security deposit

which is kept with the Licensor, the Licensor is entitled to recover all the amount from the Licensee and the Licensee has accepted and acknowledge the same.

9. **PERMANENT ALTERATION:** That the Licensee shall not be entitled to make any kind of permanent alteration or addition in the said premises except with the written prior consent of the Licensor.
10. **INSPECTION:** That the Licensor or his/her authorized representative shall be entitled to inspect the said premises at all reasonable time. The Licensee shall keep all fixtures, electric fittings, water connections in good running condition.
11. **BREAKAGE :** That the Licensee shall be responsible for any breakage to the said premises or fixtures and fittings therein, occurring during the period of license except due to ordinary climate or atmospheric wear and tear or causes beyond licensee's control and natural calamities.
12. **TO KEEP THE PREMISES CLEAN AND TIDY:** That the licensee should keep the premises clean and tidy and use the premises for which purpose it is given.
13. **FORFEITURE:** That the Licensee covenants with the Licensor that all his/her rights under the License shall be liable to be forfeited, in case of breach of any of its covenants like payment of monthly compensation, subletting of the premises etc. in which case the licensor shall be entitled to resume possession of the said premises immediately.
14. **JUDICIAL POSSESSION:** That at all times, the judicial possession of the said premises shall be of the Licensor. The Licensee has been merely granted permission to use the said premises and fixtures and fittings on leave and license basis and the Licensee shall hand it over on the expiry of the stipulated period, unless it has been renewed, extended or changed mutually by and between the parties.
15. **LICENSEE NOT ENTITLED TO ASSIGN:** The Licensee shall not assign, transfer, sublicense or part with the said premises or any part thereof, in any manner whatsoever, at any time during the continuance of this agreement or thereafter.
16. **NUISANCE & ANNOYANCE:** The Licensee shall not do or cause to do or permit to do any act which would amount to nuisance or annoyance to the neighbouring occupiers and shall not do or permit to do any immoral acts in the said premises and shall not do any act, deed or thing whereby the Licensor suffers any loss or damage or which may cause disturbance to the Licensor or to the neighbouring occupiers.
17. **LICENSEE SHALL ABIDE BY LAW:** The Licensee shall not do anything which is not permissible or which is prohibited under the law or is in contravention of any bye-law, rules and regulations or any order.

18. **PREMISE FREE FROM ENCUMBRANCES:** The Licensor hereby declares that the said premise is free from all encumbrances and there is no hindrance for the licensor to grant this license to licensee.
19. **TERMINATION BY LICENSOR:** Before the expiry of the period of license, the Licensor is entitled to terminate the license of the licensee with a 1 months' written notice in advance to the licensee.
20. **TERMINATION BY LICENSEE:** If the licensee intends to vacate or terminate the Premises before the expiry of license period, he/she shall first give one months' notice in writing to the Licensor informing of his/her intention for vacating and termination of this agreement. On the expiry of such notice the licensee shall vacate the premises and this agreement shall stand terminated. Failure to give 1 months' notice makes Licensee pay 1 month's rental.
21. **TO VACATE:** Upon termination of the license or upon the expiry of the License period the Licensee shall quit, and vacate the said premises on or before the expiry of the period of this license deed i.e. on or before ****th Month, Year**.
22. **NON-ADJUSTMENT OF SECURITY DEPOSIT:** The Security Deposit shall not be adjusted by the Licensee towards payment of License Fees, electricity bills, maintenance charges, or any other dues payable under this Agreement, including during the notice period.
The Security Deposit shall be retained by the Licensor solely as a security amount against any loss, damage, or deterioration caused to the licensed premises, fixtures, fittings, or any other assets of the Licensor due to the acts, omissions, or negligence of the Licensee.
23. **REFUND OF SECURITY DEPOSIT:** Upon expiry or earlier termination of this Agreement or on vacation of the premises by the Licensee, the Licensor shall refund 100% of the Security Deposit to the Licensee subject to deductions, if any, towards damages in the premises, unpaid charges, or other liabilities of the Licensee under this Agreement. The Licensor shall refund this amount to the Licensee within 15 days of the Licensee vacating the property.
24. **REMEDY AGAINST THE LICENSEE:** If the Licensee fails to quit and vacate the said premises of the Licensor then in such a situation, the licensor has the right to institute a suit for ejection against the licensee for not vacating the property. The Licensor shall be entitled to forfeit the security deposit amount and proceed to recover possession from the licensee in the court.
25. **NO CLAIM OF TENANCY:** It is clearly understood between the parties to this deed that no relationship of landlord and tenant exists between them and that the Licensor has not granted tenancy rights in the said premises to the Licensee by this deed. The Licensee shall not make any claim of tenancy in the said premises.

26. **PARTNERSHIP:** Nothing herein contained shall constitute a partnership or a joint venture or any other relationship between the parties except that of the licensor and licensee.
27. **RIGHT TO VACATE:** Upon termination of the license or upon expiry of the license period the licensee shall not be entitled to enter upon the said premises, except for removing his belongings etc. and the licensor shall be entitled to a free and unobstructed access to the said premises, including the right of breaking open of the locks etc. and removing the belongings/articles/persons etc. of the licensee from the said premises and vacate the premises and it shall be deemed as if the licensor has been specifically irrevocably empowered, authorized and consented by the licensee to remove the properties etc. from The said premises and take possession. All the costs of such vacation shall be recoverable by the Licensor and till the said costs are paid the licensor shall have a lien on the Property/belonging etc. as may have been removed from the said premises.
28. **ADDRESS FOR COMMUNICATION:** That any communication made by and between parties at the address mentioned above shall deemed to have been duly received in due course of time.
29. **NO WAIVER:** It is agreed that any indulgence shown or any delay on the part of licensor to evict the licensee or non-action of the licensor against the licensee for the non- observance of the terms or breach of the terms of this deed shall not be construed as waiver or surrender of any rights of the Licensor and shall not prejudice the rights of the licensor.
30. **FREE CONSENT:** The Licensee has duly executed this agreement after clearly understanding the implications and consequences of the agreement and they have signed hereunder by their free will and free consent
31. **THEFTS OR LOSS:** Licensor shall not be responsible or liable for any theft or loss, damage of property of licensee neither any bodily injury to any reason in licensed premises.
32. The house should be deep cleaned by the Licensee at his/her cost at the time of vacating the apartment.
33. The advance deposit will be refunded to the licensee only after the licensee returns all the original keys given to him at the time of moving in, and after deducting any repair charges.
34. The licensee will ensure all the fittings and fixtures (lights, fans, geysers, shelves, cabinets, taps, etc.) in the house are in a proper working condition during his/her stay and until he/she vacates the property.
35. The Licensee should pay the move in / Move out charges to the society, as per the society regulations.

DESCRIPTION OF THE SAID PREMISES:

All that consisting of premises, at

Annexure

Sr. No.	Fixtures Description	Quantity
1.	CEILING FANS	
2.	TUBE LIGHTS	
3.	LAMP	
4.	EXHAUST FAN	
5.	GEYSER	
6.	MIRROR	
7.	TOWEL HANGER	
8.	WASH BASIN	
9.	SINK	
10.	WESTERN COMMODE	
11.	BULB	

****All Amenities are in good working condition as mentioned above.***

**IN WITNESS, WHEREOF THE PARTIES TO THIS DEED HAVE
SIGNED HEREUNDER ON THE AFORESAID DATE AT *******

LICENSOR:

Name:

Email:

Phone:

LICENSEE:

Name:

Email:

Phone: