

THIS AGREEMENT FOR LEAVE AND LICENSE made this ___ day of _____, 200___
BETWEEN _____ a Company incorporated under the Companies Act, 1956
having its Registered Office at _____ hereinafter called '**THE
LICENSOR**' (which term or expression shall unless excluded by or repugnant to the subject or
context be deemed to mean and include its successors and assigns) of the **ONE PART**

AND

_____ s/w/d/o _____ presently residing at
_____ hereinafter called '**THE LICENSEE**' (which expression shall
unless excluded by or repugnant to the subject or context be deemed to mean and include his
heirs, executors, representatives and assigns) of the **OTHER PART**.

WHEREAS the Licensee had approached the Licensor to let out ALL THAT the **Flat No.** ___
on the ___ **floor** at **Premises No.** _____ alongwith _____ reserved and
exclusive car parking space in the premises more fully described and mentioned in the
SCHEDULE hereunder written for an initial period of _____ **months** on leave and license
basis on the terms and conditions hereinafter appearing.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND
BETWEEN THE PARTIES HERETO** as follows :

1. This Agreement shall commence on and from _____, **200**___ and shall terminate
after the expiry of _____ months i.e. on _____, **200**___ and the Licensee has
the option to renew this Agreement for a further period of _____ months on the same
terms and conditions. However, the Licensee will express his desire for such renewal
three months before the expiry of this Agreement.
2. Simultaneously upon the execution of this Agreement, the Licensor has let out ALL THAT
the **Flat No.** ___ on the _____ **floor** at **Premises No.** _____
alongwith _____ reserved and exclusive car parking space in the premises more fully
described and mentioned in the SCHEDULE hereunder written (hereinafter referred to
as '**the flat**') by handing over vacant and peaceful possession of the same to the
Licensee and the Licensee has taken possession of the same.
3. Simultaneously upon execution of this Agreement the Licensee has paid to the
Licensor the sum of **Rs.** _____ (**Rupees _____ only**) being the license fees
for the month of _____ as per the Memo of Consideration hereunder written.
4. The Licensee shall pay license fees of **Rs.** _____/- (**Rupees _____ only**)
per month. The said license fees are inclusive of all outgoings including municipal
taxes, levies, impositions, duties, cess, etc. but excluding maintenance and service
charges.
5. The Licensee shall pay timely and punctually all maintenance and service charges
payable to the Association maintaining the building in respect of the said flat.
6. The Licensee is provided with a separate electric meter and shall pay electric charges
regularly in addition to the license fees and the Licensor shall not be responsible for
any electric charges of the Licensee.
7. The Licensee is permitted to carry out repairs in the flat and also installation of air-
conditioners in all rooms in the flat at his cost and expenses within permissible limits.
8. The flat will be used and occupied on the following conditions :
 - a) The Licensee shall keep the flat in wind and water tight condition save and except as
aforesaid and shall otherwise maintain and preserve the same in good condition and
order.
 - b) The Licensee shall use the flat for residential purpose and shall not transfer the
possession or sublet the whole or any portion thereof nor keep any paying guest nor
sharing accommodation nor carry on any trade or business.
 - c) If the Licensee fails or neglects to pay the license fees as stated herein or otherwise
commits any breach of the covenants, conditions and stipulations hereunder imposed
or is adjudicated as insolvent it shall be lawful on the part of the Licensor to determine
this Agreement by appropriate notice and sue for recovery of possession
notwithstanding any waiver or condition of the said breach.

- d) The Licensee has inspected the flat and is satisfied about its condition and internal arrangement and has thereafter freely and voluntarily agreed to the terms of this agreement and shall not hereafter make any grievance on any account whatsoever.
- e) The Licensee shall observe the building rules and regulations as may be made applicable by the Builder and/or Association regarding the use of the said flat.
- f) The Licensee shall handover the complete, vacant and peaceful possession of the flat in as good condition as it is now on the expiry of the period of this agreement.

SCHEDULE

ALL THAT the **Flat No.** ___ (measuring _____ sq.ft. more or less) on the _____ **floor** at **Premises No.** _____ alongwith _____ reserved and exclusive car parking space in the premises.

IN WITNESS WHEREOF the Licensor and the Licensee have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

Executed and Delivered by
the **LICENSOR** at Calcutta
in the presence of :

Executed and Delivered by
the **LICENSEE** at Calcutta
in the presence of :