

# DEED OF LICENSE FOR RESIDENTIAL ACCOMMODATION

The Indian Easements Act 1882

THIS DEED OF LICENSE IS MADE ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ MONTH \_\_\_\_\_ YEAR .

## BETWEEN

**SRI/SMT.** \_\_\_\_\_, Son/Daughter/Wife of \_\_\_\_\_, \_\_\_\_\_ (Religion Name) by faith, Indian by Nationality, \_\_\_\_\_ by occupation, residing at \_\_\_\_\_ (Address with pin code), P.O. \_\_\_\_\_, P.S. \_\_\_\_\_ and District- \_\_\_\_\_, in the State of \_\_\_\_\_, hereinafter called the "**LICENSOR**" (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, successors, legal representatives. Administrators and assigns) of the **ONE PART**.

## AND

**SRI/SMT.** \_\_\_\_\_, Son/Daughter/Wife of \_\_\_\_\_, \_\_\_\_\_ (Religion Name) by faith, Indian by Nationality, \_\_\_\_\_ by occupation, residing at \_\_\_\_\_ (Address with pin code), hereinafter called the "**LICENSEE**" (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, successors, legal representatives, administrators and assigns) of the "**OTHER PART**".

WHEREAS the LICENSOR is the absolute and exclusive owner of Residential Flat measuring \_\_\_\_\_ Sq.ft. (Super Built-up area) at \_\_\_\_\_ Floor, being Flat No. \_\_\_\_\_ in Block- \_\_\_\_\_ of Building No. \_\_\_\_\_ and Parking Space measuring \_\_\_\_\_ sq.ft. at Ground Floor of the Building No. \_\_\_\_\_ named \_\_\_\_\_, situated \_\_\_\_\_ (Address with pin code, District), more particularly described in the Schedule given herein under.

AND WHEREAS the Licensee, being in need of an accommodation for residential purpose in the locality where the aforesaid building is situated has/have approached the Licensor to permit the Licensee to use the Schedule property for a period of \_\_\_\_\_ Months so that in the mean time the Licensee may be able to find out some other suitable Place in the locality for her residential purposes.

## AND

WHEREAS at the request and persuasion of the Licensee, the Licensor has agreed to grant license to the Licensee for the use and occupation of the Schedule property for a term of not exceeding 11 months on his undertaking to vacate the Schedule property on the expiry of the said period on the basis of leave and license only and which will also be ipso facto revoked on expiry of the stipulated period and under certain terms and conditions hereinafter mentioned.

AND WHEREAS the parties hereto have agreed to reduce the terms and conditions in writing to avoid future disputes and/or misunderstandings among themselves.

NOW THIS LICENSE WITNESSETH AS FOLLOWS:

1. THAT this agreement shall never be construed as any tenancy agreement or lease agreement or otherwise creating any other right or interest in the said premises in favour of the licensee which is not at all the intention of the parties but on the contrary it will constitute merely a temporary agreement or arrangement only to allow the licensee the use and occupation of the said premises for her residence purposes under the control and supervision of the licensor.

1. THAT the license shall commence from the \_\_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ year and shall expire on \_\_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ year.

1. THAT the licensee hereby agrees to pay the licensor a sum of Rs. \_\_\_\_\_ (Rupees in word) only, per month on account of license fee in advance within the \_\_\_\_\_ of each English Calendar month, for the use and occupation of the Schedule property.

1. During the pendency of this Agreement, the Licensee hereby undertakes:-

- i. To pay all charges for electricity consumption as per bill raised by the \_\_\_\_\_ (Name of State Electricity board);
- ii. Not to assign, transfer, sub-let or part with the possession of the premises or any part thereof at any time;
  
- i. To permit the Licensor or her authorized representative/agent to enter and inspect the premises during reasonable hours after prior request;
  
- i. To use the said flat for her residential purpose and shall not use the same for any unlawful, immoral or generally prohibited purpose whatsoever;
  
- i. To pay the maintenance charges monthly to the management authority of the building.

1. During the pendency of this Agreement, the Licensor hereby undertakes:-

- i. To regularly pay all taxes; levies and/or duties and any increase thereof to the Government/Competent Authority with respect to the premises;
- ii. To allow the Licensee to enjoy the said flat quietly and peacefully;
- iii. To allow and assist the Licensee in obtaining telephone line(s) as may be required by her from time to time which telephone line(s) shall be shifted by the Licensee on the expiry of this Agreement or prior determination thereof.

1. THAT the licensee shall abide by all reasonable rules and regulations that the licensor may from time to time make or adopt for the care and protection of the said flat.

1. THAT the licensee shall keep the flat clean and well maintained and shall not cause or permit to be caused any disturbance or nuisance in or around the vicinity of the said flat.

1. THAT the licensee hereby declares that she shall under no circumstances claim any sort of tenancy right and shall vacate and handover the possession of the said flat peaceably to the licensor as per clause (10) of these present.

1. THAT the licensee shall have no right to make any addition or alteration to the said flat either permanently or temporarily.

1. THAT the licensor shall as and when required get the said flat vacated within the stipulated period also by intimating the licensee in writing one month before her requirement.

1. THAT the licensee shall not block the common passage of the said Complex to the inconvenience of the licensor by storing goods or other materials or in any other manner whatsoever at any time under any circumstance.

1. THE Licensee shall have option to renew the license for a further period, in any manner whatsoever.

1. THAT notwithstanding anything hereinabove contained it is hereby expressly agreed by and between the parties hereto that in breach of any condition hereinabove mentioned, the licensor shall be always entitled to and shall have always the power to revoke the license herein granted at her absolute discretion and reoccupy the said flat.

**SCHEDULE**

Residential Flat measuring \_\_\_\_\_ Sq.ft. (Super Built-up area) at \_\_\_\_\_ Floor; being Flat No. \_\_\_\_\_ in Block- \_\_\_\_\_ of Building No. \_\_\_\_\_ and Parking Space measuring \_\_\_\_\_ sq.ft. at Ground Floor of the Building No. \_\_\_\_\_ named \_\_\_\_\_, forming part of R.S. Plot No. \_\_\_\_\_ corresponding to L.R. Plot No. \_\_\_\_\_, recorded in L.R. Khatian No. \_\_\_\_\_, forming part of R.S. Plot No. \_\_\_\_\_ corresponding to L.R. Plot No. \_\_\_\_\_, recorded in L.R. Khatian No. \_\_\_\_\_ and forming part of R.S. Plot No. \_\_\_\_\_ corresponding to L.R. Plot No. \_\_\_\_\_, recorded in L.R. Khatian Nos. \_\_\_\_\_ and \_\_\_\_\_, situated within Mouza- \_\_\_\_\_, J.L. No. \_\_\_\_\_, under Gram Panchayat/Municipal Corporation Area, Pargana- \_\_\_\_\_, P.S. \_\_\_\_\_, Sub-Div.- \_\_\_\_\_, A.d.S.R.O.- \_\_\_\_\_ at \_\_\_\_\_, in the District of \_\_\_\_\_.

IN WITNESSES WHEREOF the Parties abovenamed do hereby set and subscribe their respective hands on this Deed of Agreement on the day, month and year first above written.

WITNESSES:

1. \_\_\_\_\_

L ICENSOR.

2. \_\_\_\_\_

LICENSEE.

Drafted readover, explained

and printed in my office

Advocate / \_\_\_\_\_ (Name of Place)

