This license agreement is made at **……….** on this **…………**, but it would be effected from **…………..**, between **………….**, son of **…………**, by faith **……….**, by occupation- **……….**, residing at **……….**, hereafter called the **“LICENSOR”** (which expression shall unless repugnant to the subject or context be deemed to include her heirs, successors and assigns) of the **FIRST PART**

**………. S/O ………**, by faith **………….** by occupations **…………**, of **……….**, hereinafter called the **LICENSEE** (which expression shall unless repugnant to the subject or context be deemed to include her heirs, successors and assigns) of the **SECOND PART**.

 AND

**……….**. A cooperative Society duly registered under the **………** and the rules framed there under, having its Registration No. **……….** of **……….** and having its registered Office at **……….**, hereinafter referred to as the **“CONFIRMING PARTY”** (which term or expression shall unless excluded by repugnant to the context be deemed to mean and included its successors in interest, assigns, administrators) of the **THIRD PART**.

WHEREAS the Licensor is the absolute owner and is in possession of **……….**.

AND WHEREAS the Licensee of the Second part being in urgent need of accommodation for her residential purpose approached the Licensor to rent out his above mentioned flat for a period of 11 (Eleven) months effect from **……….**, to **……….** at a monthly licensee fees of Rs. **……….**/--

AND WHEREAS the Licensor considering the need of the Licensee has agreed to rent out his **……….**(which is more fully described in the para 24 below) to the Licensee for a period of 11(eleven) months commencing from **……….**, to **………….** at a monthly licensee fees of Rs. **……….**/--

On negotiations the parties hereto have signed and executed the Leave and License Agreement on the following terms and conditions:-

1. That the Leave and License Agreement will be valid for a period of 11(Eleven) months commencing from \*\*\*\*\*\*, to 31 day of **…………** at a monthly licensee fees of Rs. **……….**/--Rupees **……….** only), payable in advance according to English Calendar month, to be paid by the **……..**th day of the month for which it is due without any delay by way of bank transfer (RTGS/NEFT)

2. That the Licensee will use the demised flat only for redential purpose for himself and his immediate family members and shall not arty on any business from the demised flat.

3. That the Licensee shall not allow anybody besides the immediate members of his family to reside in the demised flat without prior consent of the confirming party **……….**.

4. That the licensee shall pay a sum of Rs.**...........**/-(Rupees **……….** only) to the licensor/first party towards security deposit which will be refunded without any interest at the expiry of the agreement i.e after 11(Eleven) months here from and only at the time of handing over peaceful and vacant possession of the said flat to the licensor.

5. That the Licensee shall pay regularly the electricity (power and light) charges according to the bills to be presented by **……….**, for the said **………..**.

6. That the Licensee shall not sub-let, assign or otherwise part with the possession of the flat either in part or in whole during pendency of the Leave and Licensee Agreement.

7. That the licensee will bear the Electricity charges and water charges as per reading of the meter installed for the flat. The Licensor shall pay the Municipal Taxes for the demised flat.

8. That the Licensee will also pay tenancy charges @10% of the monthly license fees applicable under section 93, Clause-7 as per the provision of the Amendment of West Bengal Co-operative Societies Act, 2006(XL of 2006) and Notification No. 177-Co. Op/H/2R-1/2006(Pt), dated 18th January, 2011.

9. That if the Licensee or any of the occupant of the demised flat misuse the flat in such a manner which is objectionable of the ground of Security, moral decency and public order or habitually acts in a manner, which is in the opinion of the **……….** may cause serious nuisance to any other member/occupant of any other flat, in that event the third party shall withdraw the written consent accorded for letting out the flat and shall ask the Licensee/occupant to vacate the flat, within 30 days of the date of Notice to vacate. In such event the, Licensor shall take all possible steps for restoration of the flat from the Licensee.

10. That the Licensee shall maintain the flat in a proper manner and deliver Khay and peaceful possession of the demised flat on the expiry of the ------- period in the same condition as was handed over by the Licensor, without any damage to paint on walls, Floors, Fixtures and Fittings in the Flat.

11. That the Licensee shall have to abide by the rules and regulations passed or to he passed by the **………..**/Third party or any other competent authority.

12. That in the event of failure in payment of monthly rent, tenancy charges and Society Charge for 2(two) consecutive months by the Licensee, she will be liable to be evicted from the demised flat.

13. That the licensee shall pay all the dues (maintenance/external repairs/tenancy charges or any other Society charges whenever the same is due.

14. That the Licensee shall not make any additions, alternations or change in the nature and character of the structure of the demised flat without the prior written consent of the **……….**/Third party.

15. That if the Licensee fails or neglects to deliver Khas possession of the demised flat on expiry of the licensee period on from **……….**, to **…**st day of **……….** at a monthly licensee fees of Rs. **…….**/-- then the Licensee shall be liable to pay a penalty of Rs. **……..**/- per day to the Licensor as compensation for delay in vacating the demised flat along with monthly license fees of Rs…**…….**/- every month till vacating the flat.

16. That the Licensee shall bear cost of repair or leakage of water taps etc. at her own cost including leakage in Electricity or running of water and sanitary pipes or cracks or any other major repairing expenses and deposit the proposed expenses in the Society.

17. That the **………..**, consists of 2(Two) Bed rooms, 1(One) study room, 2(Two) toilets, 1(One) drawing room, 1(one) Dining room, 1(One) Kitchen, 2(Two) balcony and Four-wheeler parking space on the ground floor of the building. 05(five) fans and 01(one) exhaust fan and the lights installed in the said flat.

18. That the Licensor or Society or their authorized representative shall have the right to enter into the Licensed flat at any reasonable time of the day on prior notice upon the Licensee for the purpose of inspection of the flat.

19. That if the Licensee Intends to vacate the flat prior to the expiry ------- Licensee period, he may do so by giving 1 (one) months advance notice other wise he will have to pay 1 (One) months rent to the Licensor and 10% tenancy charges to the society as compensation.

20. That if the licensor intends to terminate the instant agreement and wants his flat vacated prior to the expiry of the license period, he may do so by giving DI (one) month advance notice to the licensee.

21. That the Licensee will hand over vacant possesions of the said flat to the Licensor on **………** Day of **………**

22. That the Licensee shall have no power to make addition or alteration of the said flat without prior written permission of the **……….**/Confirming party.

23. That the Licensee will inspect the flat along with the licensor to ensure that the flat is properly cleaned and the contents are not damaged at the time of vacating the said flat. The licensor shall have the right to deduct the. appropriate amount from the security deposit to fix any damage/cleanliness.

IN WITHNESS WHEREOF the parties hereto have subscribed their respective hands and seals on the day, month and year first above written in presence of the following witnesses.

WITNESSES

 SIGNATURE OF THE LICENSOR

SIGNATURE OF THE LICENSEE

SIGNATURE OF THE CONFIRMING PARTY

 CHAIRMAN/SECRETARY