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16 JUN 2023



M. KAIRUNISA
STAMP VENDOR

No: 18, Fanapet 2nd Street,
Nandanam, Chennai - 600 035.
L. No: 1347/B2/2021
Mobile : 9789906039

Leave and License Agreement

This Leave and License Agreement made at on this 01 day of NOV. 2023 entered into between VINOTH KUMAR.V s/o / d/o Mr. VENGADESSANE.K, aged about 35 years and permanently residing at NO.2, 4th CROSS, THIRUMAL NAGAR, VELKAMPET, PUDUCHERRY - 605004 hereinafter referred to as the **LICENSEE** (which expression shall wherever the context permits be deemed to include his/her legal heirs, successors, legal representatives and assigns); having Aadhar/PAN No ; AVAPV 2079B

AND

RAMANIYAM REAL ESTATES PRIVATE LIMITED, (CIN: U45201TN1989PTC017761), Company incorporated under Companies Act, 1956, (PAN: AAACR2276A), having its registered office at Old No.17, New No.35, Second Main Road, Gandhi Nagar, Adyar, Chennai-600 020 (hereinafter referred to as the "Licensor", which expression shall, unless contrary to the context, be deemed to mean and include its successors and assigns) of the THIRD PART.

AND

[Signature]

YUBE1 STAY SERVICES LLP having its registered address at **No:35/17, Second Main Road, Gandhi Nagar, Adyar, Chennai- 600 020** (hereinafter referred as the "Service Provider", which expression shall, unless contrary to the context, be deemed to mean and include his/her successors and assigns) of the **THIRD PART**.

Licensor, Licensee and Service Provider shall here in after be individually referred to as a "**Party**" and jointly as "**Parties**".

WHEREAS:

The Licensor is the owner of and in possession of the premises situated at Flat no B3-1A in Ramaniyam Waterfront Apartments situated at No.,37, Kazhipattur Village, Siruseri,, Chennai, Tamil Nadu

1. The Licensee has approached the Licensor to allow the Licensee to occupy and use the premises for residential stay on a leave and license basis during the License Term (as defined hereinafter) and Licensor has agreed subject to the terms and conditions hereinafter provided.
2. The Service Provider shall as an agent of the Licensor collects the License Fee (as defined hereinafter) and the Licensee Security Deposit as interest-free security deposit from the Licensee during the License Term.
3. The Parties hereto are desirous of entering into this Agreement in respect of the said premises on the terms and conditions and in the manner hereinafter set out.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the Parties agree as follows:

1. **DEFINITIONS**

In this Agreement, (i) capitalized terms defined by inclusion in quotations and / or parenthesis have the meanings so ascribed; and (ii) the following words and expressions shall have the following meanings:

"**License Fee**" shall have the meaning assigned to it in Clause 3.1;

"**Security Deposit**" shall have the meaning assigned to it in Clause 3.2;

"**License Term**" shall have the meaning assigned to it in Clause 4.1;

"**Effective Date**" shall have the meaning assigned to it in Clause 4.1;

2. **POSSESSION OF THE PROPERTY**

- 2.1. In consideration of the License Fee (as defined herein below) payable by the Licensee to the Licensor, the Licensor does hereby permit the Licensee to occupy and use the premises for residential stay on a leave and license basis during the License Term, which may be extended for such further period as may be mutually decided between the Licensor and the Licensee.
- 2.2. The Licensee shall be entitled to enjoy a peaceful possession of the premises subject to the compliance with the Rules and Regulations by the Licensor, subject to the Licensee honoring all obligations under this Agreement.
- 2.3. The Licensee shall be entitled to use the furniture, fixtures, fittings and other amenities in the premises as specified by the Licensor from time to time.

3. **FEES AND PAYMENTS**

- 3.1. In consideration of the license granted by the Licensor as set out in this Agreement, the Licensee shall pay a fixed License Fee of INR 17,000 /- (INR SEVENTEEN THOUSAND only), payable in advance on or before the 7th (Seventh) day of each English calendar month, commencing from "**Effective Date**", apart from any discounts or promotions offered to the Licensee at the time of this Agreement.

3.2. The Licensee shall pay a total sum of INR 17,000 /- (INR SEVENTEEN THOUSAND only) as interest-free **security deposit** to the Licensor, to be collected and secured by the Licensor , towards security for the due compliance of the terms and conditions of this Agreement.

3.3. The Licensee shall pay a total sum equivalent to INR 0 /- (INR ZERO only) to the Licensor at the time of joining, as one time Licensor Platform onboarding fee.

3.4. The Licensor shall have the right to increase or decrease or alter the License Fee or the services provided to the Licensee by providing 7 (Seven) days' notice by appropriate means.

4. DURATION AND TERMINATION

4.1. This Agreement shall commence on "**Effective Date**" and shall remain in force for a period of **11 (Eleven)** months, unless terminated earlier in accordance with the terms of this Agreement ("**License Term**"). The Term of this Agreement can be extended by mutual agreement between the Licensor and the Licensee in writing.

4.2. This Agreement shall terminate upon expiry of the License Term or earlier, in the circumstances set out below:

4.2.1. by any of the Parties on the breach of the Agreement by any other Party where such breach is incurable, or where curable, it is not cured within a period of 30 (Thirty) days' of receipt of a written notice of such breach;

4.2.2. by the Licensor , with immediate effect in the event of non-payment of License Fee by the Licensee for a continuous period of 7 (Seven) days or 15th (Fifteenth) of every month whichever is earlier;

4.2.3. by the Licensor without cause by providing 1 (One) days' notice to the Licensee;

4.2.4. by the Licensee without cause by providing 30 (Thirty) days' notice to the Licensor.

4.3. On the expiry or termination of this Agreement as provided herein:

4.3.1. The Licensee shall forthwith discontinue use of the premises and ensure delivery of vacant possession of the premises with the Furniture and Fixtures back to the Licensor. It is hereby agreed that the Licensor shall be entitled to remove any belongings of the Licensee, if any, without any liability and/ or claim from the Licensee.

5. COVENANTS OF THE LICENSEE

5.1. The Licensee shall:

5.1.1. Abide by the Terms, Rules and Regulations as notified by appropriate means or through the website of the owner

5.1.2. use the premises only for residential purpose and not any commercial, illegal or immoral activity;

5.1.3. not do anything in the premises which causes nuisance or annoyance to the other occupants in the neighborhood of the premises;

5.1.4. allow the Licensor to inspect premises at all reasonable times;

5.1.5. not make any structural alterations, change locking devices, modifications or additions in or to the premises without taking the prior written consent of the Licensor;

5.1.6. not assign, transfer, sub-let, re-let or part with the possession of premises to any other person;

6. REPRESENTATIONS AND WARRANTIES

6.1. Each of the Parties hereby represents and warrants to the other Parties that:

6.1.1. it has full power, capacity and authority to execute, deliver and perform this Agreement;

6.1.2. this Agreement upon execution and delivery by it shall constitute a legal and binding obligation on it enforceable against it in accordance with its terms; and

6.1.3. there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other

proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, threatened, anticipated or pending against it which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or transaction contemplated hereunder.

7. INDEMNITY

7.1. Each Party agrees to indemnify, defend and hold harmless the other Party from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses arising out of or accruing from:

7.1.1. any misrepresentation or inaccuracy in, or breach of any representation and warranty provided in this Agreement;

7.1.2. any breach of its obligations and covenants under the terms of this Agreement

8. MISCELLANEOUS

8.1. The Annexures shall be deemed to be a part of the Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter and overrides any prior agreements (whether oral or written) between the Parties in this respect.

8.2. Licensor reserves the right to update and change the terms and conditions mentioned on the agreement and web at its discretion, without any prior notification to the Licensee.

8.3. A Party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, earthquake, embargoes, government orders or any other force majeure event.

8.4. The failure by any Party to exercise or enforce any legal right or remedy which is contained in this Agreement will not be deemed to be a waiver of such rights and remedies.

8.5. Unless otherwise stated, all notices, approvals, instructions, demands and other communications given or made under this Agreement shall be in English and in writing and shall be given by display at the premises at a prominent location, or by electronic mail, notification on mobile app, by personal delivery, or by sending the same by prepaid registered mail or courier addressed to the relevant Party at its address

8.6. This Agreement shall be governed by the laws of Indian and the competent courts at Chennai will have exclusive jurisdiction over any dispute arising out of this Agreement.

8.7. Nothing herein contained shall be construed as creating any right, interest, easement, tenancy or sub-tenancy in favour of the Licensee or over or upon the Premises or transferring any interest therein in favour of the Licensee other than the permissive right of use hereby granted.

LICENSOR

S. Subash

Name:

S. Subash

LICENSEE

Vinodh

Name:

VINOTH KUMAR.V

WITNESS 1

WITNESS 2

Name & Signature

Name & Signature

ANNEXURE -1
RULES AND REGULATIONS FOR THE TENANTS

1. ONBOARDING POLICY-

- No customer would be allowed to onboard without the complete payment of rent and the security deposit and KYC process and agreement completion.

2. GUEST POLICY -

- Guests are allowed to visit only in the common areas and not inside the room or flat.
- Residents would need to take an approval from the respective property incharge for a visit.

3. RENT POLICY

- Your monthly rent is accepted via app and web, Online transfer.
- For your first month of stay, rent has to be paid before check-in. For every subsequent month, rent has to be paid by the 7th of each month
- If rent payment is delayed, penalty applies as below
 - Between the 8th and the 15th, a penalty of Rs.200/day will be incurred
 - If rent remains unpaid after 15th, immediate eviction will apply and the management will not be responsible for the belongings in the room.

3. NOTICE POLICY

- Notice period should be 30 days and it should be raised in the app by paying for 30 days prior for initiation.

4. EXIT REFUND POLICY

- All refunds are made online, no cash refunds are possible
- Your security deposit is fully refundable subject to:
 - Clearance of dues & timely payments
 - Return of items issued by management.
 - No damages caused
 - Completion of 30 days' notice period
- Refunds would be processed within 7 working days post exit from the property, provided you have submitted your bank account details correctly and completely.

5. NOTICE EXTENSION/CANCELLATION POLICY

- A cancellation ticket can be raised on the app if desired
- Acceptance of cancellation and extension is subject to availability
- Please submit your cancellation requests at least 7 days in advance of your original exit date
- At the time of extension, all dues should be cleared
- Extension or cancellation requests can only be accepted once for free. Subsequent notice extension or cancellation requests will attract penalties.

6. PRE-BOOKING CANCELLATION POLICY

- Each customer would have to pay one time booking charge of Rs. 499 which is a non-refundable.
- Payment of booking charges means the customer has confirmed his stay with us on the said date of joining and it is assured that the person will be allocated a bed at the time of joining and there will be no refund if the customer cancels the booking/fails to move in on his mentioned date of joining.



7. ELECTRICITY CHARGES –

- Electricity charges can be covered as a part of the License Fee or it can be incremental to License.
- In case if the Electricity charges are to be borne by the residents, these charges will be passed on to residents by following method –
 - o Electricity meter readings will be taken on every 25th day of the month.
 - o Based on meter previous meter readings taken, electricity unit consumption will be calculated for the said period
 - o Based on the number of units consumed, appropriate per unit charge (as per electricity distribution company's calculator) for that usage slab in INR will be used to calculate the electricity charges for the respective meter.
 - o Electric charge for the meter will be distributed among the residents covered by it in proportion to their number of days stay in the month, as per joining date. Electricity charges for two residents in a flat/room can differ if their number of days stay is different.
 - o In case if a customer is exiting from the property in the middle of the month, the average per day bill for the customer for the previous month will be used to calculate the pro-rata electricity charges for days post last billing date.
- We do not use/share original electricity bills for splitting/charging electricity to customers because –
 - o The meter reading dates are different for different meters in the same property, so the bills cannot be properly split and allocated to all the customers at one go.
 - o There are frequent discrepancies in the meter readings calculated by electricity boards. We do not want our customers to be adversely affected by it.
 - o The electricity bill is generated with almost a month's delay from the electricity distribution company. It is very likely that by that time some of the customers who have used the accounted electricity can exit the property putting their burden on other residents left behind. We don't want our customers to suffer because of free riding of a few individuals.

6. HOUSEKEEPING

- Cleaning of the room may be carried out in the absence of residents as well, so the residents are advised not to leave their valuables open and unsecured in their room. The residents must ensure their valuables are always safely placed in storage and rooms are always kept locked.

In case the residents are not available at the time of housekeeping, the room can be cleaned at a later time on request depending on the availability of the housekeeping staff in the residence.

Above mentioned "Rules and Regulations for the Residents" are subjected to change with time and circumstances. The residents will be informed about changes in "Rules and Regulations" through appropriate communication channels

7. Yube1 is not responsible for your belongings.

Above mentioned "Rules and Regulations for the Residents" are subjected to change with time and circumstances. The residents will be informed about changes in "Rules and Regulations" through appropriate communication channels

A handwritten signature in blue ink, appearing to be 'Nishu', with a long horizontal line extending from the end of the signature.