# LICENSE AGREEMENT

THIS LICENSE DEED is made and executed at Bangaluru on the 15<sup>th</sup> day of Aug 2018.

BETWEEN

**Mr. R. Maqsood,** Owner of the house bearing No 6,2 BHK, 1<sup>st</sup>floor. Vinayaka Nagar, Nyanappana Halli Begur Hobli Bangaluru-560076, hereinafter referred to as the **LICENSOR** (Which expression for **LICENSOR** shall unless repugnant to the context or meaning thereof be deemed to include its successors in office administrators and assigns) of the **ONE PART.** 

#### **AND**

**Mr.Rakesh Musale** (PAN # BUIPR7407R). S/O Mr, Ranganath M.R # 1736, 6<sup>TH</sup> main, 7<sup>th</sup> cross, Hampinagar, Bangalore 560104 Working at Oracle India, PVT Ltd.IDC contact 08217078750,.07829956948, email ID <u>rakeshmr9999@gmail.com</u> D.L # KA0220140001078 hereinafter referred to as the **LICENSEE** (which term shall mean and include, wherever the context so admits, its administrators, successors and assigns) *of* the **OTHER PART.** 

#### WITNESSETH AS HEREUNDER.

**WHEREAS** the LICENSOR is the owner of the House of 2BHK (i.e.2 Bedroom, Hall , Kitchen + 2 bath roms ) of type Semi furnished, more Clearly defined in SCHEDULE given at the end of this deed, located at  $1^{st}$  Floor of House No 6, Vinayaka Nagar, Naynappan halli, - Bangalore - 560076.

Parking place for 2 number Scooters only, will be provided. Parking 4 wheeler or 3 wheeler not allowed inside the premises.

WHEREAS the LICENSEE is desirous of obtaining on LICENSE FEE accommodation of the said SCHEDULE PREMISES for a period of 11 months with effect **from 15<sup>th</sup> day** of Aug 2018 for the own use **for residing**, the whole of the 2 BHK, as Semi Furnished house; and has therefore approached the LICENSOR to grant on LICENSE the said SCHEDULE PREMISES.

The maximum number of renewals allowed on this agreement is 1 renewal. In-case, if the LICENSEE wants to continue his stay, it can be possible only with a new agreement with new terms which will be set by the LICENSOR.

The LICENSOR has agreed to give on License and the LICENSEE has agreed to take on License the said SCHEDULE PREMISES for LICENSE FEE, on terms and conditions hereinafter appearing.

1. The **LICENSOR** confirms that he has granted on LICENSE and the **LICENSEE** confirms that he has taken on LICENSE the aforesaid accommodation, more Clearly defined in SCHEDULE, for a Lock-in period of 11months commencing from the date of this agreement.

The LICENSEE shall pay regularly by the 5<sup>th</sup> day of calendar month to the LICENSOR, the MONTHLY LICENSE FEE for that particular month in respect of the aforesaid accommodation in the SCHEDULE premises, at the rate of Rs. 8,000/- (Rupees Eight

Thousand only) Per Month for the accommodation in the Semi furnished 2 BHK, flat. Monthly License fee made by the LICENSEE to the LICENSOR shall be made to Bank account only. (The Electricity and water fee not included in the monthly License Fee. This is to be paid by LICENSEE separately)

- 2. Accordingly, the LICENSEE shall pay to the LiCENSOR before moving in to the premises a sum of Rs 40,000./- Security Deposit Rs 4,000/- 15 days Rent for Aug 2018
- **3.** It is responsibility of the LICESEE to clean on a regular basis, in front of his house and the staircase and parking.
- **4.** As such there is no monthly Maintenance Fee, but if the pump is spoiled, repair or replacement charges should be equally shared by the tenants (50% for each house)
- 5. Maintenance inside the building for example repair works of Carpentry, Plumbing, Electrical or Civil works, is the responsibility of the Residents and he should bear the cost of labor and material.

The licensee shall pay the monthly Electric & water charge directly to the BESCOM & BWSSB within the due dates, In case of delay, the Licensee shall bear the late payment fee (if any).

# Security Deposit

6. A token money of Rs 5,000 /- (Rupees Five Thousand (Cash Paid), Before  $18^{th}$  Aug 2018 Rs 35,000 /- (Rupees Eight Thousand (Cash), to be paid Total Security Deposit Rs 40,000 /- (Rupees Forty Thousand (Cash),

The Security deposit amount is an interest-free deposit, for which the LICENSOR shall acknowledge. The deposit shall be refundable by the LICENSOR to the LICENSEE, after the LICENSEE vacates the house , after handing over of the scheduled premises by the LICENSEE to the LICENSOR - after deducting arrears if any such as LICENSE FEE, and any other charges/ damages, etc. that may be due from the LICENSOR

- 7. The LICENSOR shall deduct one month rent from the deposit money for painting before returning the deposit to the LICENSEE. In addition to this deduction the LICENSOR reserves his right to deduct any damages made by the LICENSEE to the property.
- 8. **If the LICENSEE** delays payment for a month or more, then LICENSOR reserves the right to discontinue the Electric Facility to the premises. If **the LICENSEE** delays payment for Two months or more, then LICENSOR reserves the right to restrict the entry of the LICENSEE in to the premises
- 9. The LICENSEE shall use the aforesaid LICENSED SCHEDULED premises only for the residential purpose and shall not use or permit the premises for any other purpose, or sub let or subject it for unlawful purpose, or in any manner that could be likely to endanger the building or spoil the environment, or in any manner that would amount to being unlawful, or illegal, or undesirable, or not being one for the purpose for which it is licensed specifically.
- 10. The **LICENSEE** shall ensure and shall make good to the LICENSOR for any and all damage / loss / defacing of the property / premises.
- 11. The **LICENSEE** shall at all times during the said period of LICENSE keep the scheduled premises in good and tenantable condition. And that the **LICENSEE** AND OCCUPANT/S shall adhere to house rules so laid down for the them/ residents of same building and intimated to them from time to time by the **LICENSOR**, including to ensure that the **LICENSEE** shall not violate the restrictions in respect of his / her decent behavior and conduct
- 12. Any violation of the rules by the **LICENSEE** or the **OCCUPANT/S**, the LICENSOR shall be obligated to take the necessary corrective/ compensatory action to that effect. (**REMOVE** "the **LICENSEE**").
- 13. The **LICENSEE** shall be responsible to directly settle the bills with BESCOM and BWSSB of the services used by them that are not covered in the package like Electricity for water

pump common area lighting like parking/Exterior house, etc. which are not covered within the License Fee.

- 14. There is a separate meter for common area lighting, Electric motor for pumping water which shall be shared by two houses (50 % each). If the 2<sup>nd</sup> floor tenant vacates, then the common area lighting,pump, and water bill to be borne 100% by the 1<sup>st</sup> floor LICENSEE
- 15. There is a common water meter for Kavery water. The water charges will be shared based on number of heads irrespective of his/her age in each house. The LICENSEE shall share this amount with the 2<sup>nd</sup> floor tenant every month and it is not included in the monthly license fee,
- 16. LICENSEE will be issued by the LICENSOR the following keys.
  - ➤ One (Original) key of the main door/ Front Entrance door (#68 C-24)
  - ➤ One (Original) key of big gate on west side (# 6005)
  - > One (Duplicate) key of the Grill door for the Gas cylinders; (#78511)
  - ➤ One (Original) key for the Terrace door (# 125 A 05)
  - ➤ One (Original) key for the small gate on west side (# 6001)
  - > One (Original) key for each bed room
  - ➤ One (Original) key for the water meter

The LICENSEE shall return to the LICENSOR all the keys mentioned above at the time of handing over of the premises, and in the event of loss of any Key or not returning the original key to the LICENSOR, the LICENSEE shall pay to the LICENSOR a sum of rupees 3,000/-, being the cost of replacement of the door lock, and rupees Five Hundred for each pad lock.

- 17. The **LICENSEE** shall not make any structural alteration or additions to the scheduled premises without the written consent and approval of the **LICENSOR**.
- 18. The **LICENSEE** undertakes to keep all the fittings, equipment, etc affixed to or kept in the scheduled premises in good and working condition, and if there are any damages or losses committed or caused by the **LICENSEE** inside the flat or in the common area, the **LICENSEE** shall be liable to make good the same at his own cost.
- 19. The **LICENSEE** shall give the **LICENSOR**, **1** calendar month' notice in writing if the **LICENSEE** wishes to surrender vacant possession of the Schedule premises during the currency of this LICENSE; and on the other hand the **LICENSOR** is entitled to terminate the LICENSEE after giving **1** calendar month' notice to the LICENSEE.
- 20. The LICESEE Fee is accounted from start of the month to end of the month. If the LICENSEE vacates after the start of any month, he shall pay to the LICENSOR the LICENSEE FEE for that particular full month. No part payment will be accepted.
- 21. That on the expiration of the LICENSE, the **LICENSEE** shall surrender and yield to the **LICENSOR**, the right to use and enjoy of the scheduled premises in such a state and condition as the same now and together with all the fittings and fixtures. Accordingly, the **LICENSOR** shall refund the interest-free deposit, as per terms mention in Clause 6,7 and 8 of this deed/ agreement to the LICENSEE.
- 22. At the end of this tenancy period (11 months) this Tenancy contract is renewable with an increase of 5 percent in the FEE. The renewal of Contract is subject to acceptance of both parties (The LICENSOR & The LICENSEE)
- 23. The LICENSEE shall follow the discipline, the rules and regulations setup by the LICENSOR time to time during the contract period to maintain happy atmosphere.

- 24. The disposal of kitchen waste & Garbage is the sole responsibility of the LICESEE and it should not be stored or dumped in the vicinity. The Licensor is not responsible for the disposal of Garbage.
- 25. Nailing on the wardrobe or on the tiles area is strictly not allowed. The LICENSOR reserves the right to claim the charges for rectification of complete area.
- 26. Parking of friends scooters strictly not allowed.
- 27. Dog strictly not allowed
- 28. This agreement is subject to Bangalure Jurisdiction.

IN WITNESS WHEREOF THE parties herein have set their hands on the day, month and year above written

LICENSOR (Name: R. Maqsood ).	LICENSEE (Mr. Rakesh Musale )	
WITNESSES: 1	2	

#### **SCHEDULE**

- i) 2 BHK House, Two Bed Rooms, Hall & Kitchen, Two full bath room,).
- **The house is** non-air-conditioned having 2 Bed Rooms, One living hall, one Kitchen, 2 full bath rooms. Parking place for 2 Scooters only
- **iii**) The house has a sharing water meter fitted at the ground floor of the building and an independent Electricity meter which is located at the ground floor staircase entrance area.
- iv) Semi furnished 2 BHK flat:

The flat is being provided with the following:

#### Hall

- 1- The main entrance door has a door lock with two tower bolts and magnet stopper on the inner face of the door. The door has a handle on the external and internal face of the door.
- 2- One tube light and one Call bell.
- 3- One Ceiling fan

#### **Bedrooms**

- 4- Built in Wardrobes with shutters, handles and cloth hanging rods
- 5- The bed room is provided with one tube light in each bed room.
- 6- One ceiling fan in each bed room.
- 7- Each Bedroom door is fitted with door lock with handles in and outside and 2 tower bolts each door.

# ( Bathrooms – Two numbers)

- 8- Overhead shower and shower mixer for hot and cold water in each bath room.
- 9- One commode with low level tank and a hand spray in each bath room
- 10- One Mirror above the wash basin in attached bath room
- 11- One LED Electricity bulb in each bath room
- 12-One trap grating in the bath room.
- 13-One washbasin with full pedestal & one Stainless steel tap
- 14- One stand for soap shampoo

# **Kitchen**

- 15-One Exhaust fan
- 16-One Bulb

#### **Pantry**

17- One stainless steel sink and 3 LED/ CF/ bulbs, One mirror and 2 stainless steel taps

# **Stair case & Terrace**

18- CFL/LED 6 Bulbs

# Parking & Passage

19-3 Tube lights

R. Maqsood

(Mr. Rakesh Musale) LICENSEE- - -

**LICENSOR**