

കേരളം KERALA

DP 211567

AGREEMENT OF LEAVE AND LICENSE

THIS AGREEMENT OF LEAVE & LICENSE is made and EXECUTED at Trivandrum on this 16th day of March 2023.

BETWEEN

Mr. Harshad Ratnaparkhi

Address: Sreesoudam, Sabeena Compound, Elamkulam, Trivandrum, Kerala. Hereinafter called Licensor, (Which expression shall unless repugnant to the context OR meaning thereof shall mean and include his heirs, executors, administrators and assigns etc.) the party of the first part.

AND

Mr. Vysagh.NP

Address: Quarters No C45, FACT Township, Udyogamandal PO, Eloor south, Ernakulam. Aadhar Card no.755502043733 and phone number – 8943196861. Hereinafter called Licensee, (Which expression shall unless repugnant to the context OR meaning thereof shall mean and include his heirs, executors, administrators and assigns etc.) the party of the second part.

9948-16/03/23 -
HARSHAD.D.RATNAPARKHI

Mwl. -
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WHEREAS:

The Licenser is the owner of a Flat number 605 on the Sixth floor admeasuring about 1079 sq. ft. in Built up area in Oceanus Regal apartments, Trippadapuram, Kulathoor PO, Thiruvananthapuram – 695 583, Kerala.

AND WHEREAS the Licensee in need of accommodation for a temporary period approached the Licenser and requested him to permit the Licensee to use the said premises for a period of 11 months on a Leave and License basis commencing from March 15, 2023 to February 15, 2024.

AND WHEREAS the Licenser has agreed to do so, on certain terms and conditions given below.

NOW THIS AGREEMENT WITNESSETH AND IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AND UNDER:

1. The upon express declaration that only “permission to use” is given, and no other rights, whatsoever have been given or conferred, and/or intended to be given or conferred, the Licenser has agreed to allow the Licensee to use the said Flat for Residence purpose only and not any other purpose for a period of 11 months on Leave and License basis, commencing from March 15, 2023 to February 15, 2024.
2. The same has been inspected by the Licensee and admitted to be in good order and condition, permission is hereby given by the licenser to the Licensee to use the said flat along with the fixtures and fittings. The Licensee shall make reasonable use of the fixtures and fittings.
3. The Licensee shall pay to the Licenser a sum of Rupees 12,500 (Rupees twelve thousand five hundred only) as a License fee for each month on or before the 15th day of every month by cheque or bank transfer. This payment will be done by Mr. Vysagh. NP.
4. All Utility bills will be paid by the Licensee every month. Any penalties due to late payment/non payment of these utility bills will be borne by the Licensee. The Licenser will pay all Municipal taxes.
5. The Licenser will transfer a Security deposit of Rs. 40,000 (Rupees Forty Thousand only) before 15 March 2023. The said security deposit shall not carry any interest charges and will be refunded to the Licensee at the time of vacating the said premises or on expiration or termination of the License whichever is earlier. In case of any loss, damage to the premises, fixtures, fittings and furniture, appropriate charges for the loss or damage and all pending bills and License fee which are due to be paid by the Licensee as on date will be deducted out of the security deposit held by the Licenser and only balance amount shall be refundable.
6. That the Licenser has provided following fittings and furniture to the Licensee for use:
 - 4 Ceiling Fans
 - 1 Wardrobe

In case of any loss, damage to these fixtures, fittings and furniture, appropriate charges for the loss or damage will be deducted out of the security deposit held by the Licenser and only balance amount shall be refundable.

7. That the Licenser has installed a meter for electricity purpose and the charge for the electricity inclusive of meter hire, shall be borne by the Licensee, according to the bills provided by the supplier of power in respect of the said Flat during the period of License and the Licenser will pay the electricity bills from the date of occupation (15 March 2023).

8. That the Licensee shall not be entitled to make any addition or alterations whatsoever to the Licensed premises (internal/external) or in the fixtures and fittings as pertaining thereto in the said Flat without written permission of the Licenser.

9. The Licensee shall be deemed to be only a Licensee for the period of 11 months by virtue of these present and shall not make or have any claim to tenancy, sub-tenancy or any right, title or interest of whatsoever nature in the said Flat or portion thereof. It is agreed between the parties hereto that the Licensee shall not grant a Sub-License to any other person and shall not keep any other person in place of the Licensee.

10. That the Licenser declares with the Licensee that he has obtained all necessary permission lawfully required for allowing the Licensee to use the said Flat and that the Licensee shall peacefully and quietly enjoy the premises thereof during the term hereby granted without any interference/interruption whatsoever by the Licenser.

11. That the Licensee shall not store any hazardous chemicals, materials, inflammable articles etc. in the said Flat, which will damage the property.

12. That the Licensee shall not use or permit to be used, the Licensed premises for any illegal purposes or as a public house, and shall not cause, permit or suffer upon the Licensed premises or any part thereof, anything which may be or become a nuisance or annoyance or cause damage to or prejudicially affect the interest of the Licenser or any neighboring occupants.

13. That the Licensee shall not obstruct or permit any person to obstruct the licenser or at any time interfere with the Licenser's possession of the Licensed premises, it being agreed that the Licenser shall be at all times in complete possession, control and dominion of the Licensed premises and every part thereof. That the Licenser shall have the right to enter into or upon the Licensed premises or any part thereof at any reasonable time, from time to time, for the purpose of inspection, by the prior appointment with the Licensee.

14. The Licenser shall not, in any event, be responsible or liable for any loss or injury or damage to any goods or property of the Licensee, whatsoever be the cause of such loss or damage, such as fire, leakage or bursting of water/gas pipes or other electrical damage or theft.

15. That the Licensee shall use the Licensed premises and shall see that the same are used in careful and reasonable manner, and shall make good to the Licenser all such damages and losses as the Licenser may sustain whether the same be caused by the Licensee or by any of his persons.

16. That on the expiry of the said period, or of the extended period, or if the determination thereof by the Licensor, the Licensee shall forthwith handover the vacant possession of the Licensed premises to the Licensor on or before the expiry of the said period.

17. That if the Licensee fails to pay the said compensation amount for any month to the Licensor, by the date provided hereinabove, or otherwise to observe and perform the terms and conditions of the agreement then the Licensor shall have full right to enter the premises and terminate this agreement by giving 30 days notice, and on the expiry of the notice period, the Licensee shall remove his belongings and other paraphernalia lying therein.

18. The Licensee shall follow and adhere to all the rules and regulations of the said area authorities, which are prevalent and common to all the said premises of this area.

19. On expiration of the said term or period of the License or earlier termination thereof as aforesaid the Licensee shall handover the vacant and peaceful possession of the Licensed premises to the Licensor in the same condition in which the premises now exist subject to normal wear and tear of the premises. If the Licensee remains thereafter in the premises after such termination, it will be deemed as "TRESPASSING".

20. The Licensee shall never claim to be a tenant and the agreement shall always be treated as an Agreement of Leave and License.

21. That the Licensee and the Licensor shall have the option to terminate the License at any time by giving 30 days notice in writing to either in this behalf and on the expiration thereof this License shall stand terminated.

22. On breach of any of the terms and conditions of this Agreement the Licensor will be entitled to terminate the License by giving 30 days notice.

23. If after the completion of the period of this Agreement, the Licensee remains to continue in possession of the Flat premises, then it will be considered as illegal possession and the Licensor will be entitled and be at liberty to enter into the said Flat premises and the Licensee can be evicted forcefully and/or without course of law, without pleading any excuse of whatsoever nature. And also the Licensee will have to pay one month's License fee for every month for the period of such illegal possession to the Licensor.

24. The Original agreement will always remain with the Licensor and a photocopy thereof, duly signed by both the parties shall be given to, and retained by the Licensee.

25. It is hereby agreed and provided between the parties that the Licensor shall be free to put in use and occupy the above said premises immediately on expiry of this Agreement and this is the essence of this Agreement. And if the Licensee fails to vacate the premises at the expiry of the Agreement, the Licensor will be at liberty to file the proceedings before the competent authority against the Licensee for the recovery of the possession of the said Premises and all his dues of whatsoever nature.

26. This Leave and License may be renewed for further period if mutually agreed by the two parties. The increase in the License fee for the renewed Agreement shall be determined by mutual agreement between the two parties.

SCHEDULE "A"


All that piece and parcel of Flat number 605 on the Sixth floor admeasuring about 1,079 sq. ft. in Built up area in Oceanus Regal apartments, Trippadapuram, Kulathoor PO, Thiruvananthapuram – 695 583, Kerala.

IN WITNESS WHEREOF the parties hereto have put their respective hands the day and year written first hereinabove.

In the Presence of: (Witness)

1) Name: VYSAGH.N.P


Address: Quarters NO: C45,
FACT TOWNSHIP, UDC PO
Elloor South. Ekm



Mr. Vysagh.NP
(Licensee)

Signature: 

2) Name:

Address: Flat 8E, Vale Bldg.
Skyline Ivy League
Edachne, Kakkanad
Kerala - 682030


Mr. Harshad Ratnaparkhi
(Licensor)

Signature: 

Witness: Name and Address:

Aswathy. KT
Keethalakkal House,
Mulavukkad. PO
Ekm.

Signature

