

This Agreement made at Calicut this 11<sup>th</sup> day of November 2022 between **Mr.BABU PATTADATH**, S/o Pattadath Kandakutty , residing at “Geethika”, Pattadath House, P.O Kuthuiravattom , Calicut 673016 Kerala (*hereinafter referred to as 'licensor'*) of one part and **ATHIRA ARJUN K**, D/o Arjun K, residing at Kozhikkattil, Thozhuvanur P.O, Kattiparuthi, Malappuram Kerala 676552 and **MANJULAKSHMI EB** D/o SR Babu, residing at Edamanaparambil House, Pukooumugal, Edathala, PO Aluva,Eranakulam,683561 and **ARGI GOPI**, D/o Gopi T.K, residing at Thirunilathil, Pazhangara, Pindimana, Malipara, Ernakulam, 686681 hereinafter referred to as 'licensees') of the other part;

Whereas the licensor is seized and possessed of or otherwise entitled to the premises at “Geethika”, Pattadath House, P.O Kuthuiravattom , Calicut 673016 (referred hereto as the 'licensed premises')

Whereas the licensor has requested the licensee to allow him to use and occupy the upper floor of licensed premises and the licensor has agreed to allow the licensee to use the premises as bare licensee and to occupy the same without any right, title, interest or claim in the licensed premises or to any right or interest of the licensor in the licensed premises.

And whereas the licensor has sufficient interest, right or title in the licensed premises and to permit and allow the licensee to use and occupy the licensed premises as bare licensee in his personal capacity for use by him of the licensed premises for residential purposes.

And whereas the licensee is desirous of and represent that, the use and occupation of the licensed premises by him, shall be in his personal right and shall be under a mere permission as licensee by the licensor and shall not amount to claim any right.

The relation between the Licensor and the Licensee shall be as such and not as landlord and tenant and the Licensee shall not be entitled and shall not claim any rights as a tenant under the Transfer of Property Act and Kerala Building lease and rent control act 1965 or any other Law in force. Relying upon the said assurances given by the Licensee, the Licensor has executed this agreement.

It is hereby agreed by the Licensee that immediately on the termination of this Agreement the Licensee shall vacate the said premises without let or hindrances under Section 24 of the Maharashtra Rent Control Act, 1999, i.e., Act 18 of 2000 with special reference to subsection (2) & (3) of Section 24 thereof.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS LICENSOR AND LICENSEE HERETO AS FOLLOWS :**

1. This leave and license shall commence from the date of the Agreement and shall remain effective for a period 11 months from this date.
2. The licensor and licensee agree that the licensee shall use and occupy the premises under the permission of the licensor and shall not have or claim any tenancy or any other right, title, interest in the premises and shall always be construed as permissive user as license only.
3. The licensee shall deposit Rs..... and keep deposited the said amount as security deposit / money advance / money to be advanced for the due observance and performance of this Agreement with and to the licensor.
4. The licensee shall pay to the licensor the license fee of Rs.10,000/- (Rupees Ten thousand only-) per month/, during the aforesaid period of Leave and License Agreement.

5. The licensee during the subsistence of this present agreement shall pay all outgoing expenses, and charges including for repairs, electricity and water charges for electric and water consumption.
6. The Licensee hereby agrees and undertakes to keep the flat clean and in good tenantable condition, repair and order (reasonable wear and tear accepted)
7. The licensee shall cease to use and occupy the licensed premises and hand over licensed premises without demur, protest or objection to the licensor on expiry of the above period of 11 months, from the date of executing this present Agreement for Leave and License.
8. The licensee hereby agrees and covenants with and to the licensor that the licensee under no circumstances whatsoever, transfer or assign in any manner, whatsoever benefit of this present to any other person and accepts and acknowledges that the licensor has allowed the licensee to use and occupy the licensed premises only and in no manner has granted any right interest in the licensed premises or any right to transfer or heritable right in respect of the licensed premises.
9. The licensee shall use and occupy the licensed premises for residential purposes only and in no manner cause nuisance, damage, disturbance, annoyance, inconvenience, or interference to the occupiers of neighbouring premises.
10. The licensee shall not use the licensed premises for any illegal or immoral purpose or carry out any activity or do anything, which constitutes a breach of any law.
11. The licensee agrees and undertakes to the licensor to indemnify and to keep indemnified of any obligations, covenants, and conditions thereof.

12. On the expiration of the term of this Licensee or any renewal or extension therefore, or sooner determination of this license, the Licensee shall remove himself and his goods from the house without demur and without raising any objection of any sort or time whatsoever and shall not claim any tenancy right in the house.

13. All notices and communications shall be sent above-mentioned address.  
The licensee on termination of the agreement or in case of breach of the conditions hereinabove shall hand over peaceful possession of the licensed premises to the licensor, in normal wear and tear condition.

**IN WITNESS WHEREOF THE PARTIES HAVE SUBSCRIBED, SIGNED, AND  
HEREUNTO SET THEIR HANDS THE DAY AND YEAR FIRST HEREINABOVE  
WRITTEN.**

<p style="text-align: center;"><b><u>MARGIN</u></b></p> <p>KOZHIKODE TALUK, KOZHIKODE CORPORATION,KOOTTOLI VILLAGE, SITUATED AT UPPER FLOOR OF “GEETHIKA” PATTADATH HOUSE,(WITH FIXTURES) HOUSE NO: 29/334.</p>
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<p style="text-align: center;"><b>LICENSOR</b></p> <p>WITNESS</p> <p>1.</p> <p>2.</p>	<p style="text-align: center;"><b>LICENSEE</b></p>
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