LEAVE AND LICENCE AGREEMENT

THIS LEAVE AND LICENCE AGREEMENT is made and entered into at **Chennai** on this **01/05/2018**, BETWEEN **Ramanujam T.S / T. Booma**

Age: About **35 Years,** an adult, Indian inhabitant residing at  **Muthusamy St, Srinivasa Nagar, Chennai -600063**, having contact number **9840746644;** hereinafter referred to as "THE LICENSOR" (which expression unless contrary or repugnant to the context or meaning thereof shall mean and include his legal heirs, executors, administrators and assigns) of the "FIRST PART"

AND

**R. Varahasamy / S. Janaki** Age: About **Years 51, Male**, and 46 **Years female** Occupation: **IT Advisory Consultant** an adult, Indian inhabitant residing at **Perungalathur**and having contact number **9443513081, 7010348047.**

Here in after referred to as "THE LICENSEE" (which expression unless contrary or repugnant to the context or meaning thereof shall mean and includes his legal heirs, executors, administrators and assigns) of the "OTHER PART".

WHEREAS the Licensor is the lawful and legal owner and is fully seized and possessed of a residential Apartment admeasuring **1050 sq. ft.** (built up approximately) comprising of **2 bedrooms** and **2 bathrooms** with the House number **12A/2, Ground Floor, Mahalakshmi Villa**, situated at **TK Chidambaranar Street, New Perungalathur**, **Chennai**, **Tamil Nadu**, **600063**; (hereinafter for the sake of the brevity referred to as "Leased Premises".)

AND WHEREAS the Licensee has approached to the Licensor with a request to renew the Licensee to temporarily occupy and use Leased Premises for Residential Purpose on leave and license basis for a period of **11 months** commencing from **01/07/2024** to **30/06/2025**.

AND WHEREAS the Licensor has agreed to renew Leave and License to the Licensee to occupy and use Leased Premises for a period of **11 months** only on the following terms and conditions agreed to between the parties hereto:

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. That the Licensor hereby grants leave and license to the Licensee to occupy and use Leased Premises for residential purpose for a period of **11 months** commencing with effect from **01/07/2024** to **30/06/2025**.
2. That the Licensee shall pay to the Licensor Rs. **10,000** per month towards the compensation and **Rs. 35,000** Interest free **Refundable** deposit, plus maintenance charges of Rs. **250**, for the use of the said licensed premises. It can be further renewed for a period of months with **%**escalation on the previous year and at other terms to be mutually decided thereon. The amount of monthly compensation shall be payable within first **5** **days** of the concerned month of Leave and License.
3. That the Licensee has further agreed to pay the Electricity charges and other incidental charges due to appropriate authorities as per the bill amount regularly during the currency of this Agreement.
4. The existing and future rates, levies, charges and fee, etc, in respect of the schedule premises including general tax, ground tax, municipal tax, etc, levied by any statuary authority in respect of the schedule premises shall be paid by the Licensor.
5. That the Licensed said Flat shall be used only for Residential Purpose and not for any other purpose
6. The Licensed said Flat is giving to the Licensee on personal basis and the Licensee shall not be entitled to transfer the benefit of this agreement to anybody else or will not be entitled to allow anybody to occupy Leased Premises or any part thereof. Nothing in this agreement shall be deemed to grant a Lease and the Licensee agrees and undertakes that no such contention shall be taken up by the Licensee at any time.
7. The Licensee shall not be deemed to be in the exclusive occupation of the Licensed said Flat and the Licensor will have the right to enter upon Leased Premises at any time during residential Purpose hours to inspect the premises.
8. The Licensee shall maintain the licensed said Flat in good condition and will not cause any damage thereof. If any damage is caused to Leased Premises or any part thereof by the Licensee or his family members, the same will be made good by the Licensee at the cost of the Licensee whether by rectifying the damage or by paying cash compensation as may be determined by the Licensor.
9. The Licensee shall not carry out any work of structural repair or additions or alteration to Leased Premises. Only such alterations or additions as are not of structural type or of permanent nature may be allowed to be made by the Licensee inside Leased Premises with the previous permission of the Licensor.
10. The Licensee shall not cause any nuisance or annoyance to the people in the neighborhood or store any hazardous goods on the premises of Leased Premises.
11. The Licensee agreed to abide all the rules and regulations of the Society.
12. If the Licensee commits a breach of any terms of this agreement then notwithstanding anything herein contained the Licensor will be entitled to terminate this agreement by 30 days prior notice to the Licensee.
13. That either party to this Agreement is at liberty to terminate this Agreement by giving 30 **days** prior notices in writing.
14. On the expiration of The Said terms or period of the License or earlier termination thereof, the Licensee shall hand over vacant and peaceful possession of the Licensed said Flat to the Licensor in the same condition in which Leased Premises now exist, subject to normal wear and tear. The Licensee, occupation of Leased Premises after such termination, will be deemed to be that of a trespasser.

IN WITNESSETH WHEREOF the parties hereto have herein unto set and subscribed their respective hands on the day and year mentioned hereinabove.

Annexure I

(Being the correct description of Furniture and Appliances in the premise)

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| --- | --- | --- |
| **Sr No.** | **Item** | **Number of Units** |
| 1 | Fan | **8** |
| 2 | Exhaust Fan | **3** |
| 3 | Geyser | **2** |

Signed, Sealed and Delivered by

Licensor

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Ramanujam T.S / T. Booma

Licensee

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

R. Varahasamy / S. Janaki

In the presence of

1)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_