

## **Leave and License Agreement**

- 1. Licensor(s): Vivek Kumar R N**
- 2. Licensee(s): Dhruv Kumar, Suraj Kumar Soni**
- 3. Property Address: 201, 2nd Floor, 40/1, 1st main, 1st cross, Reliable Lakedew Residency, Harlur, Bangalore, Karnataka, 560102**
- 4. Duration: 11 Months commencing from April 1, 2023 to February 29, 2024**
- 5. License Fees: Rs. 30,000 Per month.**
- 6. Deposit: Rs. 132,000.**

## **LEAVE AND LICENSE AGREEMENT**

This agreement is made and executed on **April 1, 2023** at **Bangalore**.

BETWEEN

Name: **Vivek Kumar R N** Age: **31** Years, **Male**, UID: **373835727208**, residing at **Kumar Sweets Stall, near Balamuri temple, Main Road, Ramanagar, 562159**

Hereinafter referred to as the "Licensor" (which expression shall mean and include the Licensor above named and also their respective heirs, successors, assigns, executors and administrators).

AND

Name: **Dhruv Kumar** Age: **27** Years, **Male**, PAN: **DLXPK7987M**, UID: **349491298220**, residing at **Vill Ankorha, PS NTPC Khaira, Dist Aurangabad, Bihar, 824301**

Name: **Suraj Kumar Soni** Age: **28** Years, **Male**, PAN: **GXGPS6378P**, UID: **869659440714**, residing at **Bind Muhalla, Chatra, 825401**

Hereinafter referred to as the Licensees (which expression shall include only the Licensees above named).

WHEREAS the Licensor is the lawful and legal owner and is fully seized and possessed of the premises located at **201, 2nd Floor, 40/1, 1st main, 1st cross, Reliable Lakedew Residency, Harlur, Bangalore, Karnataka, 560102**. The said premises has **2 Bedrooms** and **2** bathrooms. Hereinafter referred to as "Licensed Premises".

AND WHEREAS the Licensees have approached the Licensor with a request to temporarily occupy the said premises for residential use on a Leave and License basis for a period of **11** months commencing from **April 1, 2023** and ending on **February 29, 2024**, on terms and subject to conditions hereafter appearing.

Now it is agreed by and between the parties hereto as follows:

1. **Period:** That the Licensor hereby grants to the Licensees herein a revocable leave and license, to occupy the Licensed Premises without creating any tenancy rights or any other rights, title and interest in favour of the Licensees for a period of **11** months commencing with effect from **April 1, 2023** to **February 29, 2024**.
2. **License Fee:** That the Licensees shall pay to the Licensor the amount of **Rs. 30,000** per month (including or excluding maintenance, if maintenance is to be paid by the Licensees) towards the compensation for the use of the said Licensed premises. The Licensees shall pay rent for a particular month in advance on or before 1st day of the month.

That the Licensees shall pay to the Licensor the following amount per month towards the compensation for the use of the said licensed premises .

a. **Rs. 30,000** per month for the first \_\_\_\_\_ months

3. **Deposit:** Licensees shall pay to the Licensor **Rs. 132,000** interest free refundable deposit, for the use of the said Licensed premises. That the Licensees shall pay the above mentioned deposit/premium by Cash - **Rs. 132,000**. This amount shall be refunded by the Licensor to the Licensees at the time of vacating the said premises, after deducting any outstanding license fees, electricity, water, maintenance charges, or any bills, etc., which are payable by the Licensees at the time of vacating the premises.
4. **Renewal:** That agreement may be renewed for a period of **11** months with **5%** increment in license fees and at other terms to be mutually decided thereon. However, that if the Licensor does not wish to renew this agreement, the Licensees has agreed to vacate the premises immediately upon expiry, or sooner, and in good faith hand over the peaceful possession back to the Licensor.
5. **Usage, Damages & Repairs:** The Licensees shall use the said premises for residential purpose only. The Licensees shall maintain the said premises in its existing condition. Any damage caused to the said premises, the same shall be repaired by the Licensees at their own

cost subject to normal wear and tear. The Licensees shall not engage in any activity that is likely to cause nuisance to the occupants of the neighbourhood; that is to the prejudice in any manner to the rights of Licensor in respect of said premises; that is unlawful or prohibited by State or Central Government. Further, the licensee agrees to abide by all the rules and regulations of the Society.

6. **No Tenancy:** That the Licensees shall not claim any tenancy right and shall not have any right to transfer, assign, and sublet or grant any license or sub-license in respect of the Licensed Premises or any part thereof and also shall not mortgage or raise any loan against the said premises.
7. **Possession:** That the Licensees on the expiration or termination or cancellation of this agreement the Licensees shall vacate the said premises without delay with all their goods and belongings. In the event of the Licensees failing to remove themselves and / or their articles from the said premises on expiry of this agreement or sooner, the Licensor shall be entitled to recover damages at the rate of double of the amount of compensation per day; or alternatively the Licensor shall be entitled to remove the Licensees and their belongings from the licensed premises, without recourse to the court of law.
8. **Alteration:** That the Licensees shall not make any alteration or addition to the construction or arrangements (internal or external) to the said premises without prior written consent from the Licensor.
9. **Inspection:** That the Licensor shall have a right of access either by himself / herself / themselves or through authorized representative to enter, view and inspect the Licensed premises at reasonable intervals, during reasonable hours with prior notice.
10. **Cancellation:** That, subject to the condition of lock-in period (if any), if the Licensees commit default in regular and punctual payments of monthly compensation as herein before mentioned; or commits breach of any of the terms, covenants and conditions of this agreement; or if any legislation prohibiting the Leave and License is imposed, the Licensor shall be entitled to revoke and / or cancel the License hereby granted, by giving notice in writing of **2** month and the Licensees too will have the right to vacate the said premises by giving a notice in writing of **2** month to the Licensor as mentioned earlier.
11. **Lock-in Period:** That both the parties have agreed to set a lock-in period of **3** months during which neither the Licensor shall ask the Licensees to vacate the premises, nor the Licensees shall vacate the premises on their own during the lock-in period. However, if the Licensees vacates the premises for any reason, they shall pay to the Licensor the license fees for the remaining lock-in period at the rate as agreed upon in Clause 2. On the other hand, Licensor shall compensate the Licensees for loss and inconvenience caused to the Licensees if they have been asked to vacate the premises by the Licensor.
12. **Other Charges:** That all statutory rates, taxes, levies, assessment etc. in respect of the said premises shall be paid by the Licensor.
13. **Furniture and Appliances:** The said premises is having the Furniture and Appliances mentioned in the Schedule I. The Licensees shall maintain the said Furniture and Appliances in the said premises in its existing condition. Any damage caused to the said Furniture and Appliances, the same shall be repaired by the Licensees at their own cost, subject to normal wear and tear.
14. **Miscellaneous Clauses:**
  1. 1. Painting charges needs to be paid by tenant at the time of vacating the flat 2. Any damage to appliances or furniture needs to be paid by the tenant 3. Total rent amount is 30000 per month inclusive of maintenance 4. Electricity bill needs to be paid by the tenant each month 5. All statutory rates, taxes, levies, assessment etc. in respect of the premises shall be paid by the owner.

IN WITNESS WHEREOF the parties hereto have set and subscribed respective signatures; or by way of putting thumb impression; or electronic signatures on the day and year mentioned hereinabove

Signed, Sealed and Delivered by

Licensors

Licensees

\_\_\_\_\_  
Vivek Kumar R N

\_\_\_\_\_  
Dhruv Kumar

\_\_\_\_\_  
Suraj Kumar Soni

**In the presence of**

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

**Schedule I**

Sr No.	Item	Number of Units
1	fan	3
2	tube	3
3	electricgeyser	2