



S. No. 667 Date 19/11/04 Rs. 50/-  
 Sold to Smt. Kokilaben J. Kadakia  
 W/o. M. Sri Jayanthilal Kadakia  
 For Whom Self Self

*L. G. Chimalgi*  
**LEELA G. CHIMALGI**  
 STAMP VENDOR  
 L No: 13/07 R No: 1/2003  
 5-4-76/A Chillar, Ranigunj  
 SECUNDERABAD - 500 003

### LEAVE AND LICENSE AGREEMENT

THIS LEAVE AND LICENSE AGREEMENT is made and executed at Hyderabad on this day of 22<sup>nd</sup> day of November 2004, between Mrs. Sucharitha Koti Reddy W/O Sri K Jaya Chandra Reddy, aged about 64 years, residing at Plot No 343, Road No 23, Jubilee Hills, Hyderabad – 500 034 (hereinafter referred to as the 'LICENSOR' which expression shall unless it be repugnant to the context thereto shall mean and include her legal heirs, administrators and assigns) OF THE ONE PART.

### **AND**

Mrs. Kokilaben J Kadakia, W/O Late Sri Jayanthilal Kadakia, aged about 72 years, C/o. M/s. Modi Properties & Investments Pvt. Ltd., 5-4-187/3 & 4, 3<sup>rd</sup> floor, Soham Mansion, M. G. Road, Secunderabad – 500 003 (hereinafter referred to as the 'LICENSEE' which expression shall unless it be repugnant to the context thereto shall mean and include her legal heirs, administrators and assigns) OF THE OTHER PART.

### **WHEREAS**

- A) The Licensor is the owner of an independent bungalow located at Premises No. \_\_\_\_\_ Plot No: 5, Road No: 5 Trimurthy Colony, East Marredpally, Secunderabad, more fully described in the schedule hereto (hereinafter referred to as the said "premises")
- B) The said premises has Ground and First floor. It belongs to and is in possession of the Licensor.

*M. Sucharitha Koti Reddy* कोटीलाबेन. व. कडकिया.



S. No. 6863 Date 19/11/04 Rs. 50/-  
 Sold to Smt. Kokilaben S. Kadakia  
 G/o. At Shri. Jayantilal Kadakia  
 For Whom Self Secured

L. G. Chimalgi  
**LEELA G. CHIMALGI**  
 STAMP VENDOR  
 L No: 13/97. R. No: 1/2003  
 5-4-76/A Collar, Ranigunj  
 SECUNDERABAD - 500 003.

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- C) The said premises is at present not required by the Licensor for his occupation.
- D) On the request of the Licensee, the Licensor has agreed to grant leave and license to the Licensee for residential purpose, on the following terms and conditions agreed between the parties hereto.

**NOW THIS AGREEMENT OF LEAVE AND LICENSE WITNESSETH AS FOLLOWS:**

**1. INTENTION**

That this indenture shall never be construed as a tenancy agreement and / or lease agreement or otherwise creating any other right or interest in the said premises in favour of the Licensee and this Leave and License is made simply to allow the Licensee (Occupier), which is not at all the intention of the parties, but on the contrary, merely, an agreement under section 52 to 55 of Indian easements act 1982, to enjoy the said premises for the period not exceeding 11 months and Licensor (Owner) shall personally or through his own staff or representatives oversee the care and supervision and maintenance of and service to the said premises subject to the Terms and Conditions herein.

**2. TENURE**

The Licensor hereby grants leave and license to the Licensee to occupy and use the said premises for a period of 11 months, commencing from 01.12.04. The term of the agreement may be extended by another two terms of 11 months each, at an annual escalation of 5% on the prevailing rent, as agreed mutually by both the parties.

L. G. Chimalgi  
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 SECUNDERABAD - 500 003.

**3. LICENSE FEES**

That the Licensee to pay a sum of Rs.16,000/- (Rupees Sixteen Thousand only) as License fee per month, as the license fee towards rent of the building, to the Licensor on or before the 7th day of each month in advance. The Licensor shall give due receipts for the license fee paid every month.

**4. MODES OF PAYMENT**

The Licensee shall pay to the Licensor the above said license fee by way of cheque favouring **Mrs. Sucharitha Koti Reddy** to the above address or such other address as may be notified in writing by the Licensor from time to time.

**5. SECURITY DEPOSIT**

That as a security for the said assurance or obligation of the Licensee, as well as the security for the performance and observance of the terms and conditions of this agreement, the Licensee agrees to keep with Licensor by way of interest free Security Deposit an amount of Rs. 78,000/- (Rupees seventy eight thousand only). **The Licensee** shall, on expiry of the license period hereunder granted or earlier revocation thereof, surrender the property and deliver the same to the owner when and in such an event LICENSOR will refund the deposit amount to the LICENSEE after deducting dues, if any.

6. Provided however and notwithstanding anything herein contained, it is hereby expressly agreed by and between the parties hereto that in default of any payment as in clause 3, hereunder for two consecutive months, the LICENSOR shall be entitled to and shall have always the power to revoke the license hereunder granted at his absolute discretion and re-occupy the said schedule property without subjecting himself to any liability on that account and notwithstanding any intermediate negotiations of waiver of breach thereof, when and in such an event, the licensee shall surrender the schedule property as hereunder contemplated.

**7. ASSIGNMENT**

That the License premises has been given to the Licensee as a special case for the residential use only, and the Licensee shall not use it for any other purpose other than the agreed purpose. Also the licensee shall not transfer, assign, subject or otherwise part with the possession of the whole or part of the said premises to any person or any organization.

The provisions of sections 105 to 117 of the transfer of property act 1882 are not applicable and the LICENSEE shall not have any privilege/prerogative to claim against the licensor, except the uninterrupted and peaceful use of the scheduled premises

**8. TAXES**

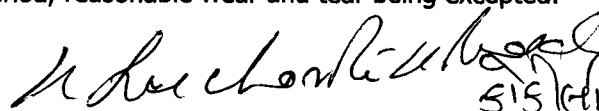
That the Licensor shall pay property related taxes levied by MCH any time or from time to time during the term hereby created be imposed or charged upon the said premises.

**9. ELECTRICITY, WATER & MAINTENANCE CHARGES**

That the Licensee shall pay regularly and punctually all electrical charges and water charges for electricity and water consumed of the said premises to relevant authorities in the name of Licensor for the stipulated period on behalf of the Licensor or its representatives, and the receipt bills are to be handed over to the Licensor immediately.

**10. REPAIR AND MAINTENANCE**

That the Licensee shall keep and maintain the said premises with all fittings and fixtures etc. in good working condition during the license period and that Licensee shall be responsible to make good for any loss or damage caused thereto by the Licensee during the license period, reasonable wear and tear being excepted.

  
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11. That the Licensee shall not make any nuisance and / or cause any annoyance or disturbance in the said premises or near thereof to others and the premises shall not be used for any activity which is illegal, immoral and / or is of improper nature contrary to the reputation of the building.
12. That the Licensor shall be at liberty to inspect the said premises on a working day by giving 24 hours notice in writing, to the Licensee to ensure against improper use of premises and the Licensee shall abide by the direction of the Licensor as to the manner of use of any part thereof for the purpose of proper maintenance of the premises.
13. **TERMINATION**
- i) Both the Licensor and the Licensee can terminate this agreement by serving in advance three months notice in writing by the party intending to terminate to the other party.
- ii) If the Licensee commits a breach of any term of this agreement then notwithstanding anything herein contained the Licensor will be entitled to terminate this agreement by giving 30 days prior notice in writing to the Licensee. Any act of commission or omission Licensee will be deemed to be an act of omission or commission of the Licensee.
- iii) On the expiration of the said term of the license or earlier termination thereof, the Licensee shall hand over vacation and peaceful possession of the said premises to the Licensor in the same condition in which the said premises now exists subject to normal wear and tear and any act of god which is beyond the control of the Licensee.
- iv) On termination either by efflux of time or earlier termination of this Agreement the Licensor shall forthwith refund the security deposit amounting to Rs. 78,000/- (Rupees seventy eight thousands only) paid by the Licensee after deducting arrears, if any.
14. This leave and license agreement is made in duplicate and one copy of each shall be with the Licensor and the licensee and both the copies shall be construed as original for intents and purposes.


**SCHEDULE HEREIN ABOVE REFERRED TO:**

All that the entirety of the Premises bearing No. \_\_\_\_\_ Plot No. 5, Road No: 5 Trimurthy colony, East Marredpally, Secunderabad.

IN the parties hereto have signed on the original and the duplicate thereof on the day, month and year first above written.

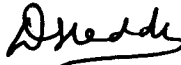
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**LICENSEE / OCCUPIER**



**LICENSOR / OWNER**

**Witnesses:**

1. 
2. 