

## LEAVE AND LICENSE AGREEMENT

This **LEAVE AND LICENSE AGREEMENT** made and executed on the Date and Place as mentioned in **Item No. 1 of Annexure – A**.

### BETWEEN

**M/s TRULIV PROPERTIES & SERVICES PRIVATE LIMITED.**, (PAN: **AAHCM5775E**), a company duly incorporated under the Companies Act, 1956, having CIN: U45100TN2011PTC083360, having its registered office at New Door Nos. 109, 111 & 113 (Old Door No. 76/1, 77 & 78), Lloyds Road, (Avvai Shanmugam Salai), Royapettah, Chennai – 600 014, represented herein by its Authorised Signatory **Mr. Rohit Reddy, Co-Founder & CEO**, Son of Ramachandra Reddy aged about 31 years (Vide Board Resolution dated 5th April 2022), hereinafter called the **LICENSOR** (which term and expression shall, wherever the context so require and admit, mean and include their legal representatives, successors in office, administrators, executors and assigns) of **FIRST PART**

**AND**

The Licensee, whose name, address and other details are detailed in **Item No.2 in Annexure - A** hereunder (hereinafter referred to as the '**LICENSEE**', which expression shall, unless it is contrary to the context or meaning thereof, mean and include its successors and permitted assigns) of the **SECOND PART**;

**WHEREAS**

the Licensor is seized and possessed of or otherwise is well and sufficiently entitled and got right to grant on License the licensed premises detailed in **Item No.3 of Annexure - A**, morefully described in the Schedule hereunder, hereinafter referred to as "Licensed Premises".

**WHEREAS**

the Licensor wished to grant on License to use the "Licensed Premises", for Residential purpose to the Licensee, on an exclusive basis, for a term of Eleven month, on the following terms and conditions and hence this License Agreement.

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**NOW THIS LICENSE AGREEMENT WITNESSES AS FOLLOWS: -**

1. The Licensor hereby grants License/permission to use the “Licensed Premises” described in the Schedule hereunder to the Licensee herein, on an exclusive basis, only for Residential purpose.
  - a) The Licensee shall provide the KYC documents to the Licensor before taking on licence the licensed premises.
  - b) The Licensee shall Provide all documents and information for police verification and co-operate with the Licensor for the same
  - c) It is specifically made clear that the License granted is only for Residential purpose and the Licensee shall not carry any commercial activity/establishment in the licensed premises.
2. The Licensee hereby accepts the license granted by the Licensor, to use the “Licensed Premises” described in the Schedule hereunder, for Residential purpose.
3. This License/permission granted by the Licensor to the Licensee, shall be for a term detailed in **Item No.4, 5, 6 of Annexure - A.**
4. The Licensee shall pay License charges detailed in the **Item No.7 of Schedule A**, to the Licensor, on time, to ensure a comfortable stay. The License charges/fees shall be enhanced by the Licensor by giving 30 days prior intimation to the Licensees in the Licensed Premises.
  - a) The Licensee should pay a token amount of **Rs. 4000/- (Rupees Four Thousand Only)** to block the bed and the reserve the price for rental & Deposit.
  - b) The token amount paid by the Licensee will be credited to deposit amount that is to be paid by the Licensee at the time of check in.
  - c) The licensee has to pay entire deposit amount prior to check-in, in addition to the first month rental.
  - d) The licensee has a maximum of 48 hours to check-in from the check-in date otherwise the contract will be null and void.
  - e) Once the licensee confirms the check-in date further it cannot be changed and the rent commencement will be calculated from check-in date.

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f) If the licensee fails to check in on the check in date or within 2 Days of the Check in date then token amount paid by the Licensee shall stand forfeited. If the Licensee has paid the full deposit, then the token amount shall stand forfeited and the Licensors will deduct the token amount and balance of the deposit amount will be returned to the Licensee.

g) The Licensee will be allotted the Bed in the Licensed Premises only on the Check in date and the Licensors shall have right to change the Bed at any time during the stay subject to availability in the Licensed Premises. However, the Licensors ensures that the package under which the booking is done, shall not be changed or varied. For example, if the Licensee has booked a double sharing, the Licensee will be changed to another double sharing bed only.

5. a) The License charges mentioned in clause 4 above, shall be paid upfront for each month and the License shall keep paying the license charges for the subsequent months (i.e., from 2<sup>nd</sup> month onwards), shall be paid by the Licensee to the Licensors, on or before the 7<sup>th</sup> of every English Calendar month, by paying via the Tru Liv platform on mobile/Laptop/Desktop/ other electronic device.

(b) a convenience fee of 2% shall be applicable on any and all transactions made via the Truliv platform on mobile/Laptop/Desktop/ Other electronic device.

c) If the Licensee fails to pay the above said License Charges on or before 7<sup>th</sup> of every English calendar month, then the same shall attract penalty of Rs. 100/- per day will be incurred for each unpaid day.

d) If the payment of License charges remains unpaid even until the 15<sup>th</sup> of the month the licensee will be evicted from the licensed premises immediately and complete forfeiture of the deposit amount and legal action may follow if required.

6. The Licensee shall, in addition to the payments mentioned in clause 4 supra, be liable to pay without delay, the charges for electricity actually consumed for its own use in the Licensed Premises (as per the electricity distribution company's calculator) to the Licensors in this regard.

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a) Based on the number of units consumed appropriate per unit charge (as per Electricity Distribution Company's calculator) for that usage slab in INR will be used to calculate the electricity charges for the respective meter.

b) The Electricity charge for the meter will be distributed among the Licensee covered by it in proportion to their number of days stays in the month, as per joining date. Electricity charges for two Licensee in a flat/room can differ if their number of days stay is different.

c) If the Licensee is exiting from the property in the middle of the month, the average per day bill for the Licensee for the previous month will be used to calculate the pro-rata electricity charges for day's post last billing date.

7. (a) The Licensor shall have all right to cancel the License/permission granted to Licensee, under this Deed, without assigning any reasons whatsoever, by giving 30 days' notice in writing to the Licensee.

(b) Any indecent/illegal conduct or breach of contract by the Licensee, the Licensor will have the right to immediate termination of contract and the Licensee has to vacate the property within 24 hours of receiving a formal notice from Licensor.

8. The Licensor acknowledges that the Licensee has paid as detailed in the Item No.8 of Annexure-A via Truliv platform as detailed in the Item No.8A of Annexure-A, as Security deposit under License Agreement. The said Security Deposit shall be paid by the Licensee in advance (i.e., upfront before occupying the Licensed Premises).

(a) In view of the renewal of the License, the above said amount paid by the Licensee, shall continue to be held by the Licensor towards Security deposit during the renewed period under this Agreement and the said Security Deposit amount shall not carry any interest.

(b) The said Security Deposit amount shall be refunded only after the expiry of the 30 days' notice from the Licensee and Licensor will refund the Security Deposit to the Licensee within 7 working days after the end of the 30 days' notice and subject to the Licensee vacating the Licensed premises and also subject to deductions detailed in clause 8(c) below

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(c) The Security Deposit is fully refundable subject to:

(i) Clearance of any and all dues payable,

(ii) Return of items issues at the time of move-in without damage,

(iii) No Damages Caused to/in the licensed premises,

(iv) Issuance of 30 days' mandatory notice period notifying the licensor to exit the licensed premises. It is clarified that deductions to the security deposit shall be applicable in case of not satisfying the above refund terms set forth by the licensor.

9. It is specifically made clear that the said deposit will remain with the Licensor during the terms of the License under this Agreement and the same will be refunded to the Licensee, subject to clause 8(c) on expiry of term of License or on early termination of this Agreement and simultaneously Licensee handing over the vacant possession of the Licensed Premises to the Licensor.

10. The Licensee assures that he/she/they shall not store any inflammable/hazardous/Offensive/dangerous materials in the Licensed Premises that may cause material damage to the Licensed Premises. The Licensee assures that he/she/they shall not cause any hindrance or interference to the Co-Licensee or other occupants of the premises and if any complaints by other Co-Licensee on account of the same could lead to strict penal action against the offending Licensee.

11. The Licensee have to settle his/her pending dues to issue a prior notice. The licensee has to provide 30 days prior notice and same cannot be revoked. If the licensee wishes to continue his/her stay post expiry of notice period, then the Licensee has to make a fresh/new booking subject to availability of bed and at the prevailing price. In such a case, there is no guarantee that the licensee will be allotted the same bed.

12. The Licensee shall not leave behind their assets/materials/illegal goods in the common area/staircase/shared space and the Licensee shall take care of their assets/materials and the Licensor will not be held liable for any loss/missing/theft/damage to assets/materials whatsoever.

(a) The Licensee at the time of vacating shall not leave behind any of their goods/assets/things in the common area/staircase/shared

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space and if any goods/assets/things are left behind by the Licensee in the common area/staircase/shared space, at the time of vacating the premises, then the Licensor shall have the right to dispose of the same, without any concurrence from the Licensee and the Licensee shall not have any claim against the Licensor for such goods/assets/things left behind by the Licensee.

(b) If any illegal goods/assets/things are left behind by the Licensee in the common area/staircase/shared space, the same shall belong to the Licensee and the Licensor shall not be responsible in any way and the Licensor shall have the right to handover the same to the Police/concerned Authorities.

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13. The Licensee shall maintain cordial behaviour with other Co-Licensee and ensure hospitable environment during stay. The Licensee shall not use any kind of verbal or physical abuse against co-licensee/vendors assigned by licensor/ licensor's staff in the Licensed Premises and if any Licensee involves in such activities, the same will lead to forfeiture of deposit and eviction by the licensor, within 24 hours

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14. The Licensee shall not sleep/cause hinderance/cause obstruction in the common area leading to interference to regular operations of the licensor and regular use of licensed premises by co-licensees.

15. The Guests of the opposite gender of Licensee are allowed to visit only in the common areas and not inside the room or flat and the guest are not allowed to stay overnight. The guest should exit the licensed premises, maximum by 8PM.

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16. The Licensee shall not do any act or things that may cause damage either to the fixtures/ fittings or to the Licensed premises and the Licensee shall maintain the Flat and the fixtures/fittings with reasonable care.

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17. The Licensor shall have the right to inspect the Licensed Premises at any time during the License Period. However, the Licensor shall give 1 day prior written intimation to the Licensee, of their intention to inspect the Licensed Premises.

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18. The Licensee shall either on expiry of the License period or on termination of the License, handover vacant possession of the licensed premises, along with the fixture and furniture provided, in a good and tenantable condition, to the Licensor herein, however subject to normal wear and tear.

19. The Licensor shall have the right to terminate this License at any time, without assigning any reasons whatsoever, by giving 30 days' notice in writing to the Licensee, to terminate the License and handover vacant possession of the Licensed Premises in a good tenantable condition to the Licensor, by the Licensee.

20. If the Licensee wishes to cancel the License granted, then the Licensee shall provide only 30 days' Notice in writing to the Licensor of his intention to cancel the License Agreement and handover vacant possession of the Licensed premises in a good tenantable condition to the Licensor. In case the Licensee is unable to provide 30 days' notice in writing, then the Licensee shall be liable to pay 30 days equivalent License charges to the Licensor or the Licensor shall deduct 30 days equivalent License charges from the Security Deposit amount.

21. The Licensee shall do one coat of painting in the Schedule Property at the time of handing over vacant possession of the Schedule Property or in the alternative the Licensor shall be liable to deduct the cost of one coat of painting charges, from the Security Deposit and refund the balance amount.

22. The Licensor shall be at liberty to deduct any arrears of monthly License charges payable by the Licensee to the Licensor or the value of any damage done to the Licensed Premises and to the Fixtures and furniture provided therein, from the said Interest Free Security Deposit and refund the remaining sum to the Licensee, at the time of expiry/termination of the License Agreement.

23. The right or interest of the Licensee under this agreement will not be assigned or changed to a third party nor will the Licensee delegate any of its functions and obligations under this agreement to a third party.

24. Any dispute or difference arising between the Parties, out of this License Agreement shall be referred to a Sole Arbitrator to be appointed by the Licensor and the venue of the Arbitration shall be in Chennai and the language shall be in English and the Arbitration proceedings shall be governed by the provision of The Arbitration and Conciliation Act, 1996 as amended. The Award passed by such Arbitrator shall be final and binding on both the parties.

25. All communication sent to either party, to the address mentioned in Annexure "B" below shall be deemed to be delivered to the respective parties for all legal purpose, if the same is posted by Registered Post.

26. Each party agrees that this License Agreement shall be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

27. This Agreement constitutes the entire understanding between the Parties and supersedes any and all previous understandings between the Parties with respect to the subject matter hereof.

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**ANNEXURE - A**

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<b>Sl.No.</b>	<b>Description</b>	<b>Details</b>
<b>1.</b>	<b>Place and Date of Execution</b>	<b>Chennai on ____/____/2023</b>
<b>2.</b>	<b>Second Party</b>	<b>(Name/Company Name: Father's Name/Authorised Signatory: Address: E-mail:</b>
<b>3.</b>	<b>Licensed Premises</b>	
<b>4.</b>	<b>Term</b>	<b>11 Months</b>
<b>5.</b>	<b>Commencement Date</b>	
<b>6.</b>	<b>End Date</b>	
<b>7.</b>	<b>License Charges</b>	
<b>8.</b>	<b>Security Deposit</b>	
<b>8A.</b>	<b>Details of Transactions</b>	

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**ANNEXURE - B**

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**ADDRESS OF THE LICENSOR:-**

**M/s TRULIV PROPERTIES & SERVICES PRIVATE LIMITED**

New Door Nos.109,111 & 113,  
(Old Door Nos.76/1,77 & 78),  
Lloyds Road, Avvai Shanmugam Salai,  
Royapettah,  
Chennai - 600 014

Mail ID: [writetous@truliv.in](mailto:writetous@truliv.in)

**ADDRESS OF THE LICENSEE:-**

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Mail ID: \_\_\_\_\_

**IN WITNESS WHEREOF THE LICENSOR AND THE LICENSEE  
HAVE SET THEIR RESPECTIVE HAND AND SIGNATURES TO  
THIS LICENSE AGREEMENT ON THE DAY, MONTH AND YEAR  
FIRST ABOVE MENTIONED**

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**WITNESSES:**

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# Signatures

Date: Aug 25 2023

Signature: Divya M  
Divya M