

DEED OF LEAVE AND LICENCE

This deed of leave and license is entered into at Thrissur, on this the day of 20..... between M/s. Bharathakshemam, (a charitable company registered under Section 25 of The Indian Companies Act 1956) having its Administrative Office at Bharathakshemam Buildings, College Road, East Fort, Thrissur-5, represented by its Chairman P.M. Thomas, Alappat Palathingal House, P.O. Thiruvambady, Thrissur – 680 022, hereinafter referred to as the party of the FIRST PART and

as party of the SECOND PART

- 1.
- 2.

AND THE SAME WITNESSETH

WHEREAS the party of the FIRST PART started with the laudable intention of providing shelter for Senior Citizens and create an ambiance for community living with the scope for interaction among citizens of such age and thereby alleviating the senior citizens of such age and thereby alleviating the senior citizens of their problems of facing life during old age and that as per the norms of the party of the FIRST PART, if either of the spouses has attained the age of **65 years** they are termed as senior citizens for the purpose of residing in the retirement home.

AND WHEREAS THE PARTY OF THE FIRST PART has acquired landed property and has started construction of units for the community living of senior citizens with name "**EDEN VILLA**" and has decided to grant license to such senior citizens to occupy a unit and the PARTIES OF THE SECOND PART, having requested the party of the FIRST PART to grant license in respect of one such unit with Door No: _____ of Mundathikode Pachayat, which is more fully described in the schedule hereunder, and the party of the FIRST PART, in pursuance to the resolution passed in the Director Board of the company in its meeting held on _____, have decided to grant license to the parties of the SECOND PART subject to the conditions mentioned hereunder and the parties of the SECOND PART having read the conditions, and by way of agreeing to abide by the terms and conditions, have set his/her hands in this deed.

The Terms & Conditions are as follows:

- 1) That the period of license granted is for _____ years and the same shall be renewed by the party of FIRST PART for a further term provided the party of the SECOND PART do not indulge in any act which is in breach of the terms & conditions stated herein.
- 2) THE PARTIES OF THE SECOND PART have till date paid an aggregate sum of **(Rs.8,00,000/- Rupees Eight Lakhs only)** to the party of the FIRST PART being the sum due towards a **CAUTION DEPOSIT** in pursuance to their request for grant of license under request letter dated _____. This amount is refundable **without any interest**, on the terms & conditions mentioned below:

	<u>Details of refund</u>	<u>Amount</u>
a)	Inmates leaving Eden Villa during the gestation period of 3 months	Rs.10,00,000
b)	--do-- after 3 months, but within a year	Rs. 9,50,000
c)	--do-- after 1 year, but „ 2 years	Rs. 9,00,000
d)	--do-- after 2 years but „ 3 „	Rs. 8,50,000
e)	--do-- „ 3 „ „ 4 „	Rs. 8,00,000

f)	--do--	„ 4 „	„ 5 „	Rs. 7,50,000
g)	--do--	„ 5 „	„ 6 „	Rs. 7,00,000
h)	--do--	after 6 years	„ 7 „	Rs. 6,50,000
i)	Inmates leaving Eden Villa after 7 years, but within 8 years			Rs. 6,00,000
j)	- do -	8 years	„ 9 years	Rs. 5,50,000
k)	- do -	9 years	„ 10 years	Rs. 5,00,000
l)	- do -	10 years and above		Rs. 5,00,000

3) The parties of the SECOND PART have to remit an **ADMISSION FEE** of **Rs.2,00,000/- (Rupees Two Lakhs only)** over and above the caution deposit, **which is not refundable.** But during the gestation period of first 3 months, if the parties of the SECOND PART is decided to terminate the agreement and leave the retirement home, an amount of **Rs.1,50,000/-** will be refunded from the Admission Fee. One Admission Fee need be remitted if husband & wife are admitted as inmates of the Retirement Home.

4) The right entitled to the Party of the Second Part is merely a right of Residence which is not heritable, alienable OR otherwise transferrable.

5) The license granted in favour of the parties of the SECOND PART is for personal use and occupation of the dwelling unit more fully described in the Schedule hereunder, is to be **exclusively used only for the residential purpose** by the party of the SECOND PART.

6) The parties of the SECOND PART have to pay a sum of **Rs.5,000/-** (Rupees Five Thousand only) by way of expenses to the party of the FIRST PART towards the preliminary expenses for their use & occupation of the premises more fully described in the schedule hereunder in pursuance of this deed of license.

7) The parties of the FIRST PART has granted the license to the parties of the SECOND PART to use the said premises only for residential purpose and at no point of time the parties of the SECOND PART shall induct/permit any third party to reside herein temporarily/permanently. But, under **un-avoidable circumstances,** their nurses/attendants may be allowed to reside **subject to the prior approval in writing** from the party of the FIRST PART. The ID proof, Address Proof, photograph and other details of the visitor is to be provided and an ID Card will be issued to the visitor.

8) THE PARTY OF THE FIRST PART covenants with the parties of the SECOND PART and undertakes:

a. To permit the parties of the SECOND PART to enjoy the entire common area and common facilities including the right to dine in the earmarked area, use library & reading room/prayer room etc.

subject to payment of charges for food and other common facilities without hindrance and disturbance to the other residents and men of the parties of the FIRST PART.

- b. To provide power and water supply to the premises provided, the respective charges are paid by the parties of the SECOND PART.
- c. To repay a sum of Rs.8,00,000/- (Rupees Eight Lakhs only) without any interest, paid herein as agreed to in clause No:8 (subject to the conditions agreed in clause No:2) herein below, at the time of the parties to the SECOND PART opting to cancel the license granted to them OR upon termination of agreement in the event of death of the licensee. Provided such sum shall be paid to the parties of the SECOND PART or their nominees (nominated separately by the parties of the SECOND PART in the prescribed nomination form annexed) as the case may be, after 90 days of cancellation OR within 90 days of cessation of the agreement, subject to the conditions stated in clause No:2.
- d. To cancel the license granted to the parties of the SECOND PART upon violation of the undertaking committed by the parties of the SECOND PART with regard to any of the clauses mentioned herein, provided an opportunity to be heard is granted by the party of the FIRST PART.
- e. To close the main gate and keep the same under lock & key under the supervision and control of the management from 11.00 p.m. to 6.00 a.m. (next day) and deny the ingress & egress for third parties. (Prior permission from the party of the FIRST PART to be obtained for the entry of any third party other than the licensee)
- f. To renew the license granted herein in favour of the parties of the SECOND PART for such further period without any demur OR protest provided there is no violation caused or committed in respect of the undertaking or obligation by the parties of the SECOND PART. An additional caution deposit equivalent to 50% of the incremental amount of prevailing caution deposit to the original deposit amount, is to be provided on renewal of the license.

8. The party of the SECOND PART covenants with the party of the FIRST PART and undertakes:
- a) Not to induct any third parties OR let out the property in part or in full for rent or under any arrangement in favour of any third parties.
 - b) Not to do any business in the scheduled property and use the same as office premises.
 - c) Not to do any act which is prohibited by the law of the land.
 - d) Not to cause any alteration to the superstructure of the building allotted and undertakes to re-deliver the possession in the same manner (usual wear & tear exempted) upon termination of license.
 - e) To pay license and maintenance fees stated herein without fail.
 - f) To pay common charges towards preparation of food and common facilities which has be shared among other co-residents.
 - g) Fill in the "Nomination Form" annexed nominating a person to receive the amount due to the party of the SECOND PART in case of death of the licensee.
 - h) Not to drink alcohol or smoke in the campus area and consume any un-healthy food either cooked or ready-made, within the campus area.
 - i) Not to misuse the electricity service connection or attach any electrical/electronic gadgets which is in excess of the connected load pertaining to the villa allotted and to undertake to be personally liable for any violation caused thereto and also to compensate for any damages that may be caused to any equipments on account of such misuse.
 - j) To pay separately the bills for the electricity/water/telephone/Cable TV connections, or any such other facilities that any be availed exclusively by the party of the SECOND PART.
 - k) Not to cause any disturbance to the peaceful living of the other residents within the campus either by rearing pets like dogs or cats OR by blaring radio/TV/music system/musical instruments very loudly.
 - l) In addition to the refundable deposit, the inmates will pay every month a subscription which includes food and maintenance charges as fixed by the party of the FIRST PART, from time to time.
 - m) Not to claim any permanent right over the immovable property OR the property in occupation, in pursuance to the caution deposit paid.
 - n) To voluntarily surrender and vacate the premises if affected by any contagious disease.

- o) To pay all charges/outgoings that may be levied for any special facility that may be availed exclusively which includes transportation, doctors, attendants, nurses, servants, medicines, hospitalization etc.
- p) Not to keep the property under lock & key without residing, continuously for long period, say for more than 6 months in a year.
- q) To pay the monthly/bi-monthly Electricity/water and other charges as per the Meter readings of the respective units.

9.

Incase of cancellation by the allottee OR cancellation by the management or cessation of the agreement, the caution deposit will be refunded as stated in clause 2 after deducting all the dues (if any), after 90 days from the date of cancellation OR 3 years of occupation whichever is later.

- 10. Any clause not specifically mentioned in this deed but shown in the "General Terms & Conditions" attached herewith, shall be binding on both the parties.
- 11. This agreement shall never be construed as tenancy agreement or lease agreement or otherwise creating any other right or interest in the premises in favour of the second party.
- 12. The party of SECOND PARTY shall use and occupy the premises under the control and supervision of the FIRST PARTY who shall be responsible for care, supervision and maintenance of the premises.
- 13. The default in payment of license fee or default in payment of the periodical monthly payments in the manner prescribed in this deed, shall entitle the FIRST PARTY to revoke the license at their absolute discretion and re-occupy the said premises without subjecting themselves to any liability on that account.
- 14. Any dispute arising out of this deed will be under the jurisdiction of the Courts of Law at THRISSUR.

In witness hereof both the parties hereto have set their hands in this deed on that date, month and year mentioned above.

Party of the SECOND PART

Party of the FIRST PART

Witnesses:

1.

2.

