Particulars	Amount Paid	GRN/Transaction Id	Date
Stamp Duty	Rs. 2500/-	MH005852937202223E	01/08/2022
Registration Fee	Rs. 1000/-	MH005852937202223E	01/08/2022

LEAVE AND LICENSE AGREEMENT

This agreement is made and executed on <u>01/08/2022</u> at <u>Pune</u> Between,

1) **Name:** Mr.Radheshyam Soni , Age : About <u>52</u> Years, Occupation : <u>Service</u>, PAN : AXOPS1026K Residing at: <u>Flat No:729</u>, Building Name:Amar Srushti, Block Sector:Near <u>15 No.</u> Bus Stop, Road:Vitthal Nagar , Hadapsar, Pune, Maharashtra, 411028

HEREINAFTER called 'the Licensor (which expression shall mean and include the Licensor above named and also his/her/their respective heirs, successors, assigns, executors and administrators)

AND

1) Name: Mr. Debashish Agnelo Pakrasi, Age: About 44 Years, Occupation: Service, PAN: AGSPP1079Q Residing at: Flat No:B - 207, Floor No:2nd, Building Name: Gokul Dham Apartment, Block Sector: Opposite Fatima Bunglow K T Village, Road: 60 Feet Road Vasai Road West, Thane, Thane, Maharashtra, 401202

HEREINAFTER called 'the Licensee' (which expression shall mean and include only Licensee above named).

WHEREAS the Licensor is absolutely seized and possessed of and or otherwise well and sufficiently entitled to all that constructed portion being unit described in Schedule I hereunder written and are hereafter for the sake of brevity called or referred to as Licensed Premises and is/are desirous of giving the said premises on Leave and License basis under Section 24 of the Maharashtra Rent Control Act, 1999.

AND WHEREAS the Licensee herein is in need of temporary premises for <u>Residential</u> use has/have approached the Licensor with a request to allow the Licensee herein to use and occupy the said premises on Leave and License basis for a period of <u>22</u> Months commencing from 27/08/2022 and ending on 26/06/2024, on terms and subject to conditions hereafter appearing.

AND WHEREAS the Licensor have agreed to allow the Licensee herein to use and occupy the said Licensed premises for his aforesaid <u>Residential</u> purposes only, on Leave and License basis for above mentioned period, on terms and subject to conditions hereafter appearing;

NOW THEREFORE IT IS HEREBY AGREED TO, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1) Period: That the Licensor hereby grants to the Licensee herein a revocable leave and license, to occupy the Licensed Premises, described in Schedule I hereunder written without creating any tenancy rights or any other rights, title and interest in favour of the Licensee for ________ of 22 Months commencing from 27/08/2022 and ending on 26/06/2024

- 2) License Fee & Deposit: That the Licensee shall pay to the Licensor the following amount per month towards the compensation for the use of the said Licensed premises.
- a) Rs. 41500/-(Forty-One Thousand Five Hundred Only) per month for the first 11 months,
- b) Rs. <u>45650/-(Forty-Five Thousand Six Hundred and FiftyOnly)</u> per month for the next <u>11</u> months. The amount of monthly compensation License fee shall be payable within first five days of the concerned month of Leave and License. Licensees shall also pay to the Licensor Rs. <u>105000</u> interest free refundable deposit, for the use of the said Licensed premises.
- 3) Payment of Deposit: That the Licensee have paid / shall pay the above mentioned deposit/premium as mentioned above by Transaction Reference No. 910222908461, dated 13/04/2019, drawn on the Licensee's Banking Account with Citi bank Bank, Branch. Amount Rs.105000/-(One Lakh Five Thousand Only)
- **4) Maintenance Charges:** That the all outgoings including all rates, taxes, levies, assessment, maintenance charges, non occupancy charges, etc. in respect of the said premises shall be paid by the Licensor.
- **5) Electricity Charges:** The licensee herein shall pay the electricity bills directly for energy consumed on the licensed premises and should submit original receipts to Licensor indicating that the electricity bills are paid.
- 6) Use: That the Licensed premises shall only be used by the Licensee for Residential purpose. The Licensee shall maintain the said premises in its existing condition and damage, if any, caused to the said premises, the same shall be repaired by the Licensee at its own cost subject to normal wear and tear. The Licensee shall not do anything in the said premises which is or is likely to cause a nuisance to the other occupants of the said building or to the prejudice in any manner to the rights of Licensor in respect of said premises or shall not do any unlawful activities prohibited by State or Central Government.
- **7) Alteration:** That the Licensee shall not make or permit to do any alteration or addition to the construction or arrangements (internal or external) to the Licensed premises without previous consent in writing from the Licensor.
- **8) No Tenancy:** That the Licensee 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.
- **9) Inspection:** That, the Licensor shall on reasonable notice given by the Licensor to the Licensee 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.



- **10) Cancellation:** That, Subject to the condition of lock in period (if any), if the Licensee commits default in regular and punctual payments of monthly compensation as herein before mentioned or commit/s 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 one month and the Licensee too will have the right to vacate the said premises by giving a notice in writing of one month to the Licensor as mentioned earlier.
- 11) Possession: That the immediately at on the expiration or termination or cancellation of this agreement the Licensee shall vacate the said premises without delay with all his goods and belongings. In the event of the Licensee failing and / or neglecting to remove himself and / or his articles from the said premises on expiry or sooner determination of this Agreement ,the Licensor shall be entitled to recover damages at the rate of double the daily amount of compensation per day and or alternatively the Licensor shall be entitled to remove the Licensee and his belongings from the Licensed premises, without recourse to the Court of Law.
- **12) Miscellaneous:** A. Either party can terminate this agreement by giving One month written notice. B. Licensee shall maintain the flat in the same given condition. Monthly License fees shall be paid in advance on or before 5th of every month. C. Utility Bills Gas, Internet etc will be paid by Licensee. D. List of Furniture and Fittings provided by Licensor: Curtain Rods on all windows and balcony doors, Geyser in master bedroom, 7 CFL Bulbs, 5 Fans, Modular Kitchen with HOB and Chimney, ecticulated piped gas system, S.S. Finish sinks with drain board, Glass partition in Master Bathroom, Finest quality CP fittings and sanitary ware from Jaguar or equivalent, Home automation video phone, Back up provision for invertors, water purifier and gas leak detector.
- **13) Registration:** This Agreement is to be registered and the expenditure of Stamp duty and registration fees and incidental charges, if any, shall be borne by the <u>Licensee and Licensor</u> equally .

SCHEDULE I

(Being the correct description of premise Apartment/Flat which is the subject matter of these presents)

All that constructed portion being Residential unit bearing Apartment/Flat No. <u>B2 - 204</u>, <u>Built-up</u>:1720 Square Feet, Parking:12.5 Square Meter situated on the <u>2nd</u> Floor of a Building known as <u>Tuscan Estate</u> standing on the plot of land bearing <u>Survey Number</u>:40,41,59,Road: <u>Pune Nagar Road</u>, Location: <u>Kharadi Pune 411014</u>, of Village: <u>Kharadi (pune mahapalikemadhye samavishta)</u>, situated within the revenue limits of Tehsil <u>Haveli</u> and Dist <u>Pune</u> and situated within the limits of Pune Municipal Corporation.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signatures by way of putting thumb impression electronic signature hereto in the presence of witness, who are identifying the executants, on the day, month and year first above written.



Name & Address	Photo	Thumb Image	Digitally signed
Licensor Mr.Radheshyam Soni Address:Flat No:729, Building Name:Amar Srushti, Block Sector:Near 15 No. Bus Stop, Road:Vitthal Nagar, Hadapsar, Pune, Maharashtra, 411028			Not Available
Licensee Mr.Debashish Agnelo Pakrasi Address:Flat No:B - 207, Floor No:2nd, Building Name:Gokul Dham Apartment, Block Sector:Opposite Fatima Bunglow K T Village, Road:60 Feet Road Vasai Road West, Thane, Thane, Maharashtra, 401202	The state of the s		Not Available
Witness of execution of all executants Sharad Manohar Kohokade Address: Block Sector:Kharadi, Road:-, Kharadi, Pune, Maharashtra, 411014			Not Required
Witness of execution of all executants Abhijit Sudhir Barangule Address: Block Sector:Vadgoan Sheri, Road:-, Vadgoan Sheri, Pune, Maharashtra, 411014			Not Required

Admission Of Execution / Identification

The following parties have admitted that they have executed the Agreement of Leave and Licenses & the identifires have stated that they are well acquainting to the said parties. They have given their consent to, Department of Stamp and Registration, Maharashtra State to obtain their Aadhaar number, Name and fingerprint for authentication with UIDAI and their identity has been verified with the UIDAI.



Type of Party, Name & UID	Date & Time of Admission	Date ,Time of Verification with UIDAI	Information received from UIDAI(Name,Gender,Aadhaar No,Photo)	
Licensor Radheshyam Soni			Radheshyam Soni, Male, XXXX XXXX 1661	
Licensee Debashish Agnelo Pakrasi		30/07/2022 05:40:53 PM	Debashish Agnelo Pakrasi, Male, XXXX XXXX 3012	
identifier for all executants Sharad Manohar Kohokade	01/08/2022	01/08/2022 03:24:20 PM	Sharad Manohar Kohokade, Male, XXXX XXXX 3630	
identifier for all executants Abhijit Sudhir Barangule	31/07/2022	31/07/2022 10:03:00 AM	Abhijit Sudhir Barangule, Male, XXXX XXXX 1589	

