

Particulars	Amount Paid	GRN/Transaction Id	Date
Stamp Duty	Rs. 5685.00/-	MH014825959202122E	17/03/2022
Registration Fee	Rs. 1000/-	MH014825959202122E	17/03/2022

## LEAVE AND LICENSE AGREEMENT

This agreement is made and executed on 17/03/2022 at Mumbai

Between,

1) **Name:** Mr. Desai Prasad Shrinivas, Age : About 63 Years, PAN : ABUPD0784B Residing at: Flat No:79 , Building Name:Walchand Terraces, Block Sector:Tardeo A.C. Market, Road:Pandit Madan Mohan Malaviy Road, Tardeo, Mumbai, Maharashtra, 400034

2) **Name:** Mrs Desai Madhuri Shreenivas, Age : About 56 Years, PAN : AAKPD6252D Residing at: Flat No:79, Building Name:Walchand Terraces, Block Sector:Opp. Tardeo A.C. Market , Road:Pandit Madan Mohan Malaviy Road, Tardeo, Mumbai, Maharashtra, 400034

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

AND

1) **Name:** Mr. Agrawal Charchit, Age : About 38 Years Residing at: Flat No:House No E - 77, Floor No:Ground , Block Sector:Kaira , Road:Naraina Vihar , South West, South west, Delhi, 110028

2) **Name:** Miss Agrawal Ritu, Age : About 35 Years, PAN : AREPK7661E Residing at: Flat No:House No. 77, Floor No:Ground , Block Sector:Khera, Road:Khera, South West Delhi , South west, Delhi, 110028

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

WHEREAS the Licensors are 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 Licensees herein are in need of temporary premises for Residential use has/have approached the Licensors with a request to allow the Licensees herein to use and occupy the said premises on Leave and License basis for a period of 24 Months commencing from 25/03/2022 and ending on 24/03/2024, on terms and subject to conditions hereafter appearing.

AND WHEREAS the Licensors has agreed to allow the Licensees herein to use and occupy the said Licensed premises for her aforesaid Residential 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 Licensors hereby grants to the Licensees 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 Licensees for a period of 24 Months commencing from 25/03/2022 and ending on 24/03/2024

**2) License Fee & Deposit:** That the Licensees shall pay to the Licensors the following amount per month towards the compensation for the use of the said Licensed premises.

a) Rs. 90000/- (Ninety Thousand Only) per month for the first 12 months,

b) Rs. 94500/- (Ninety-Four Thousand Five Hundred Only) per month for the next 12 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. 300000 interest free refundable deposit, for the use of the said Licensed premises.

**3) Payment of Deposit:** That the Licensees has paid / shall pay the above mentioned deposit/premium as mentioned above by Transaction Reference No. N076221878681440, dated – 17/03/2022, drawn on the Licensee's Banking Account with Hdfc bank Bank, Delhi Branch. Amount Rs. 300000/- (Three Lakh 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 Licensors.

**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 Licensees for Residential purpose. The Licensees 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 Licensees at its own cost subject to normal wear and tear. The Licensees 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 Licensors in respect of said premises or shall not do any unlawful activities prohibited by State or Central Government .

**7) Alteration:** That the Licensees 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 Licensors.

**8) 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.



**9) Inspection:** That, the Licensors shall on reasonable notice given by the Licensors to the Licensees shall have a right of access either by themselves or through authorized representative to enter, view and inspect the Licensed premises at reasonable intervals.

**10) Lock in period:** Both the parties have agreed to set a lock-in period of 11 months during which neither the Licensor shall ask the licensee to vacate the premises, nor the licensee shall vacate the premises on his own during the lock-in period. In spite of this mandatory clause, if the licensee leaves the premises for whatsoever reason, he shall pay to the Licensor license fee for the remaining lock-in period at the rate of agreed upon in the agreement. On the other hand, Licensor shall compensate the Licensee for loss and inconvenience caused to the Licensee if he has been asked to vacate the premises.

**11) 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 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 Licensors shall be entitled to revoke and / or cancel the License hereby granted, by giving notice in writing of one month and the Licensees too will have the right to vacate the said premises by giving a notice in writing of one month to the Licensors as mentioned earlier.

**12) Possession:** That the immediately at on the expiration or termination or cancellation of this agreement the Licensees shall vacate the said premises without delay with all her goods and belongings. In the event of the Licensees failing and / or neglecting to remove themselves and / or her articles from the said premises on expiry or sooner determination of this Agreement, the Licensors shall be entitled to recover damages at the rate of double the daily amount of compensation per day and or alternatively the Licensors shall be entitled to remove the Licensees and her belongings from the Licensed premises, without recourse to the Court of Law.

**13) Miscellaneous:** One parking No. 87 Licence Fees to be paid monthly in advance. Licensee to pay compulsory BEST, cable, MGL bills and Club house charges. In the event of completion or premature termination of this Agreement, licensee shall hand over vacant flat and Licensor shall refund Deposit withholding Rs.10,000/- and will return after deducting all compensation, damages and outstanding bills. Licensors can deduct from the deposit any loss due to damages in flat or the furniture and fixture. The flat should be returned in as-is condition. normal wear and tear excepted. Licensor will do major structural repairs, leakage. For breaking of lock-in period, penalty will be same to the Licensor as well as Licensee, mentioned in Clause No. 10. TDS as per Income tax rule. After lock in period of 11 months, both the parties are entitled to terminate this agreement by giving a notice of 2 months to each other.

**14) 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 Licensee and Licensor equally.

## SCHEDULE I



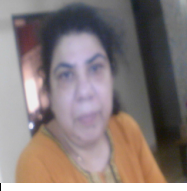











(Being the correct description of premise Apartment/Flat which is the subject matter of these presents)

All that constructed portion being Residential unit bearing Apartment/Flat No. 402, Built-up :1253 Square Feet, situated on the 4th Floor of a Building known as 'Dosti Snow Flama' standing on the plot of land bearing C.T.S. Number :5/209 of Parel Bhoiwada & Sewri Division, & 210 Of,Road: TJ Road, Dosti Flamingo, Location: Parel Sewri, Mumbai 400015, of Village:Parela-shiwadi,situated within the revenue limits of Tehsil Mumbai and Dist Mumbai and situated within the limits of Mumbai 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
<b>Licensors</b> <u>Mr.Desai Prasad Shrinivas</u> <b>Address:</b> Flat No:79 , Building Name:Walchand Terraces, Block Sector:Tardeo A.C. Market, Road:Pandit Madan Mohan Malaviy Road, Tardeo, Mumbai, Maharashtra, 400034			Not Available
<b>Licensors</b> <u>Mrs Desai Madhuri Shreenivas</u> <b>Address:</b> Flat No:79, Building Name:Walchand Terraces, Block Sector:Opp. Tardeo A.C. Market , Road:Pandit Madan Mohan Malaviy Road, Tardeo, Mumbai, Maharashtra, 400034			Not Available
<b>Licensees</b> <u>Mr.Agrawal Charchit</u> <b>Address:</b> Flat No:House No E - 77, Floor No:Ground , Block Sector:Kaira , Road:Naraina Vihar , South West, South west, Delhi, 110028			Not Available
<b>Licensees</b> <u>Miss Agrawal Ritu</u> <b>Address:</b> Flat No:House No. 77, Floor No:Ground , Block Sector:Khera, Road:Khera, South West Delhi , South west, Delhi, 110028			Not Available
<b>Witness of execution of all executants</b> <u>Rane Nitin</u> <b>Address:</b> Block Sector:Wadala East, Road:Shaikh Misry Road, Wadala East, Mumbai, Maharashtra, 400037			Not Required
<b>Witness of execution of all executants</b> <u>Saw Naresh</u> <b>Address:</b> Block Sector:Wadala East, Road:Antop Hill, Wadala, Mumbai, Maharashtra, 400037			Not Required

### Admission Of Execution / Identification

The following parties have admitted that they have executed the Agreement of Leave and Licenses & the identifiers 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)
<b>Licensors</b> Desai Prasad Shrinivas	16/03/2022 05:16:01 PM	16/03/2022 05:16:27 PM	Prasad Shreenivas Desai, Male, XXXX XXXX 3384 
<b>Licensors</b> Mrs Desai Madhuri Shreenivas	16/03/2022 05:18:00 PM	16/03/2022 05:18:22 PM	Madhuri Shreenivas Desai, Female, XXXX XXXX 2510 
<b>Licensees</b> Agrawal Charchit	17/03/2022 04:46:05 PM	17/03/2022 04:46:52 PM	Charchit Agrawal, Male, XXXX XXXX 3713 
<b>Licensees</b> Miss Agrawal Ritu	17/03/2022 04:44:37 PM	17/03/2022 04:44:47 PM	Ritu Agrawal, Female, XXXX XXXX 0642 
<b>Identifier for all executants</b> Rane Nitin	17/03/2022 04:25:28 PM	17/03/2022 04:25:41 PM	Nitin Yashwant Rane, Male, XXXX XXXX 2290 
<b>Identifier for all executants</b> Saw Naresh	17/03/2022 04:40:48 PM	17/03/2022 04:41:30 PM	Naresh Saw, Male, XXXX XXXX 3771 