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#### e-Stamp

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22-May-2023 04:40 PM

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Unique Doc. Reference

SUBIN-KAKAKSCSA0817836913878574V

Purchased by

AKASH RAO U AND GEETIKA VASUDEVA

Description of Document

Article 32 Letter of License

Description

LEAVE AND LICENCE AGREEMENT

Consideration Price (Rs.)

0

First Party

(Zero)

AKASH RAO U AND GEETIKA VASUDEVA

Second Party

AVNISH SINGH AND SHIKHA SINGH

Stamp Duty Paid By

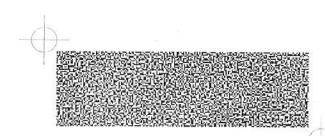
AKASH RAO U AND GEETIKA VASUDEVA

Stamp Duty Amount(Rs.)

100

(One Hundred only)







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#### **LEAVE & LICENCE AGREEMENT**

THIS LEAVE & LICENSE AGREEMENT made on the 22<sup>nd</sup> day of May 2023 at Bangalore by and between, Mr. AKASH RAO U aged 33 years (Aadhar No: 9783 3586 5264) and Ms. GEETIKA VASUDEVA aged about 32 years (Aadhar No: 2754 7334 6956) both residing at 10, Mahamani, Domlur 2nd Stage, Bangalore - 560071 (Hereinafter called "The Licensors") of the ONE PART.

AND

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Statutory Alert:

The authenticity of this The authenticity of this Stamp certificate should be worthed at least and discrepancy of the datails on this Certificate are the certificate. The onus of checking the legitimacy is an tire unless on the certificate.

<sup>3.</sup> In case of any discrepancy please inform the Competers Administry

Mr. AVNISH SINGH aged about 43 years (Aadhar No: 9731 4248 2260) & Mrs. SHIKHA SINGH aged about 38 years (Aadhar No: 7399 6176 8367) having their address at Flat no. 2007/2008, 20<sup>th</sup> Floor, AURUM Q RESIDENCES, R1 BLOCK, Near Reliance Corporate Park, Ghansoli, Navi Mumbai, Thane, Maharashtra - 400701 (Hereinafter called "The Licensees") of the OTHER PART.

#### WHEREAS:

- A. The Licensors is the, owner of and is well and sufficiently entitled to the use and occupation of Flat No. 1201, Tower 20, L&T Raintree Boulevard, Shabhari Nagar, Bellary Road, Byatarayanapura, Bangalore 560092. (Hereinafter referred to as **'the Flat'**).
- B. The Licensors possesses all necessary no-objections to and is entitled to grant on leave and license, the Flat to the Licensees.
- C. At the request of the Licensees, the Licensors has agreed to allow the Licensees the use and occupation of the Flat (which Flat together with the items mentioned in Annexure "A" of this Leave and License agreement, hereinafter collectively referred to as 'the Premises') on leave and license basis for the period and subject to and upon the terms, conditions, provisions and stipulations hereinafter contained.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the parties hereto as follows:

- The Licensors hereby has granted unto Licensees, and the Licensees hereby has taken on leave and license the Flat for a period of 11 months from 1-Jun-2023 to 30-Apr-2024 with an initial lock in period of 6 (Six) months. This lease is granted for a period of 11 months with effect from 1<sup>st</sup> Jun 2023 and can be mutually renewed for a further period of 11 months with an escalation of License Fee by 5%.
- 2. Licensee Fees: The Licensees shall pay to the Licensors, before the 5th day of each month in advance, a license fee of Rs. 55,000/- (Fifty Five Thousand Only) per month for the use of the flat in favor of Ms. Geetika Vasudeva. This Licensee Fees shall be exclusive of any taxes and taxes if any shall be payable extra as applicable by the Licensee but including the maintanance and club house charges payable to the society as mentioned in Clause 8 below which shall be paid by the Licensor. For the purpose of convenience it has been agreed by the Licensors that the license fees shall be remitted to one of the joint Licensor's account by either of the Licensees details of which is as follows

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Beneficiary Name: Geetika Vasudeva

SB Ac No. 09341000009905

IFSC: HDFC0000934

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- 3. Interest Free Refundable Deposit: The Licensees will pay an advance sum of Rs. 3,00,000/-(Rupees Three Lakhs Only) as Security Deposit. This security deposit amount shall not carry any interest and is refundable in full to the Licensee at the time of vacating the premises, subject to deduction towards repairs, damages and replacement of fittings, arrears of License Fee, dues of BESCOM, dues of GAIL, if any, and painting/polishing charges towards any damages other than reasonable wear and tear. The Licensees have paid this advance sum in three parts (1) Rs. 10,000/- by way of UPI Transaction ID 349902005744 on 13-May-2023 (2) Rs. 1,000/- by way of IMPS Ref No. 313611545374 on 16-May-2023 and (3) Rs. 2,89,000/- by way of IMPS Ref No. 313618069024 on 16-May-2023 to secure the property.
- 4. The Flat shall be used for residence of such of the Licensees only and shall not do any commercial activity (business) and also not sublet, re-let or sublease the premises or any part thereof to any one whomsoever. The Licensee shall not induct any third party or create any third party interests in or upon or in respect of the Flat. The license shall be personal and restricted to the use and occupation of the Licensees. The License shall neither be transferable nor intended to be transferred.
- 5. Nothing herein contained shall be construed as creating in any person any tenancy rights in respect of the flat or any portion thereof or as creating any right others than a bare license to use and occupy the same as a licensees under these presents, the intention of the parties hereto being to create a bare license only.
- 6. The property tax on the schedule property payable to the Bruhant Bengaluru Mahanagara Palike (BBMP) shall be paid by the Licensors alone.
- 7. The Licensees shall pay the charges for the the gas, water, electricity etc. according to the bills of the respective agencies, as per the reading of the electric meter/other methods prevalant in the society and telephone as per bills received, if any, for the Flat every month without any delay.
- 8. The Licensors shall pay the maintenance and clubhouse charges for the License period either payable now or in future directly to the society (L&T Raintree Boulevard) as mandated and revised and such payments to the society shall be borne by the Licensors.
- 9. The Licensees hereby agrees and undertakes to keep the premises clean and in good tenable condition, repair and order. The Licensee further agrees to abide by the Residents or other existing society rules and shall not create any nuisance to the neighbours and other occupants of the building/colony.

- 10. The Licensees shall be at liberty to bring into the flat their furniture and articles and things necessary or required for such residence with liberty to remove the same on termination of this agreement or at any time and to this effect the lift usage charges and any other fees by the builder or society shall be borne by the Licensees.
- 11. The Licensors agrees to permit the Licensees on the expiry of the License period to remove all furniture, fittings, appliances and others items provided or fixed by the Licensees at the expenses of the Licensees.
- 12. The Licensees shall not make any structural alterations of any kind and also not erect or build or permit to be erected or built on the Flat, any constructions or erections without the prior permission in writing of the Licensors and not to cause any damage to the Flat or to the fixtures and fittings therein. The Licensees shall however be entitled to subject to society rules framed from time to time, install air conditioners and other equipment in the Flat with the prior written permission of the Licensors.
- 13. The Licensees shall not carry out any acts or activities which are obnoxious, anti-social, illegal or prejudicial to the norms of decency or etiquette or which cause a nuisance to the others occupants of the building.
- 14. The Licensees shall permit the Licensors or his agent or representatives at all reasonable times during the period of leave and license to enter upon the flat for inspecting the state and condition of the same after a due notice to the Licensees.
- 15. The Licensors and Licensees expressly agree that: if the Licensees fails or neglects to perform and observe any of the covenants contained herein and on its part to be performed or if the Licensees fails to pay the license fee or arrears thereof, and if the Licensees fails to remedy the breach within ten days from the date of receipt of notice from the Licensors to this effect, then and in any such event, it shall be lawful for the Licensors at any time thereafter, to terminate this license without prejudice to the right of action of the Licensors in respect of any breach of the Licensee's covenant therein.
- 16. The Licensees agrees to deliver vacant peaceful possession of the premises on the expiry of the agreement thereof in as good condition as it was when the Licensees obtained possession except reasonable wear and tear, damage by tempest, earthquake, military, mob violence, act of god or any others accident due to irresistible force beyond the control of the Licensees.
- 17. If the Licensee fails to pay the Licensee Fees continuously for a period of TWO months then this agreement shall automatically stands terminated and the Licensee shall hand over the vacant possession of the premises to the Licensors.

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- 18. On the expiration of the term of this license thereof, or sooner determination of this license, the Licensees shall remove itself and its goods from the Flat without demur and without raising any objection of any sort or kind whatsoever and shall not claim any tenancy rights in the Flat.\
- 19. Liquidated damages @ Rs.2000 per day shall be payable in addition to the Licence Fee mentioned herein for the period of possession/in occupation by the LICENSEES to the LICENSORS on failing to hand over the vacant possession of the flat after the expiry of the said notice period or termination of this agreement and the LICENSORS is ready to refund the security deposit to the LICENSEES.
- 20. The Licensors & Licensees are entitled to cancel or terminate this agreement by giving two month prior written notice after the initial lock in period of 6 (Six) months. However should the Licensors be informed of any immoral / illegal activities being carried out in the flat or that the Licensees indulging in any such activity the Licensors can terminate the agreement with immediate effect and the Licensees must in that case handover peaceful vacant possession of the flat to the Licensors.
- 21. At the time of vacating the premises, if this is before 33 months from 1-Jun-2023, withstanding the fact the licensor is agreeable to renew the agreement at the end of each license period, the Lessee shall pay one month rent (exclusive of maintenance charges), towards painting charges, otherwise the same charges shall be deduced from the security deposit.
- 22. The Licensors hereby represents, warrants, and assures the Licensees that the Licensors has good and valid power and authority to grant this leave and license to the Licensees and to arrive at all suitable arrangements in respect of the Licenseed Premises or pertaining thereto with the Licensee and the Licensors will obtain all consents, permissions and approvals as may be necessary in law or otherwise as well as from the Society, if any, and the Licensors shall indemnify and keep indemnified the Licensees by reason of the Licensees relying upon the aforesaid representation and warranty of the Licensors or otherwise including entering into this Leave and License Agreement or any others arrangement with the Licensors in respect of the Flat.
- 23. In the event of a dispute, it is agreed between the parties the prevailing law shall be applicable to this agreement. All disputes should be limited to Bangalore jurisdiction.
- 24. If at any time during the period of this Agreement the Flat, or any part thereof, shall be destroyed by tempest, flood, earthquake, riot, civil commotion, war-war like operations or any others means so as to become unfit for occupation or use, this Agreement shall thereupon determine and neither party shall have any claim against the others party in that behalf.
- 25. The Licensors and Licensees hereto acknowledge that this Agreement supersedes all prior communications between them including all oral or written proposals.

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- 26. Any notice to be served hereunder shall be sufficiently served on the Licensees, if served by Registered Post at above address of Licensees and shall be sufficiently served on the Licensors if sent to them by Registered Post at above address of Licensors.
- 27. Wherein all minor maintenance activities due to wear and tear are to be corrected by licensee and any major maintenance required to be looked at by licensor.

IN WITNESS WHEREOF the parties hiseto have set and subscribed their respective hands on this 22<sup>nd</sup> day of May 2023

SIGNED, SEALED, AND DELIVERED by the

Within named 'Licensors'

- 1. Mr. AKASH RAO U
- 2. Ms. GEETIKA VASUDEVA

Of the One Part

SIGNED, SEALED, AND DELIVERED by the

Within named 'Licensee'

1. Mr. AVNISH SINGH

2. Mrs. SHIKHA SINGH

Of the Other Part

In the presence of

PHALGUNI ANEJA)

(SAMPATH KUMAR)

### **ANNEXURE A**

## SCHEDULE OF PROPERTY

All that residential Flat No. 1201, in 12<sup>th</sup> Floor of Tower 20, with built-up area of 1655 Sq. feet (including common areas) plus One Car parking space (#88 in Upper Basement), in the building known as "L&T RAINTREE BOULEVARD" situated at Shabhari Nagar, Bellary Road, Byatarayanapura, Bangalore - 560092, and bounded as follows: -

East:

Corridors & Lifts & Stairs

South:

Open to Sky

West:

Open to Sky

North:

Adjacent Flat #1202 in Tower 20

# **LIST OF FUTNITURE & FIXTURES**

- 1. FOUR Havells Ceiling Fans
- 2. THREE AO Smith 25L Geysers
- 3. THREE Bajaj Bathroom Exhaust
- 4. ONE Crompton Greaves Kitchen Exhaust
- 5. TEN Dual Wall Lights 2 in each bedroom and 4 in foyer
- 6. EIGHTS surface lights (30W in Foyer x1, 16W in foyer x1, 24W in kitchen x2, 16W in kitchen x1, 16W in balcony x2, 16W in Master Bedroom x1)
- 7. Modular Kitchen (below platform and above platform cupboards) on hob side
- 8. Modular Kitchen (below platform and above platform cupboards) on sink side
- 9. ONE Faber Chimney in Kitchen
- 10. TWO Wardrobe in Master bedroom with loft (3 door wardrobe x1, 2 door wardrobe x1)
- 11. ONE Wardrobe in Second bedroom without loft (4 door wardrobe x1)
- 12. THREE Mirrors in bathrooms (2ft by 2.5ft each) & ONE Mirror in Bedroom (2.5ft by 4.5 ft)
- 13. TV Back Panel with 3 Compartment storage in foyer

Witnesses: (PHALGUNI AI

2. Ruly

PHALGUNI ANGJA)

(SAMPATH KUMAR)

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