

महाराष्ट्र MAHARASHTRA

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जिल्हा कोबागार कार्यालय, ठाणे
20 FEB 2023
पत्रांक २०२३/२०२३



पत्रांक २०२३/२०२३
LEAVE AND LICENSE AGREEMENT

**THIS AGREEMENT OF LEAVE AND LICENSE made at Navi Mumbai this
24th February 2023**

BETWEEN

MRS. JANAKI ABHIJIT PARAB D/o Late Shri P V Balakrishnan, (Aadhar Card - 9591 3346 8908 & PAN Card - ALZPP2029E), Age 45 years, Adult, Indian Inhabitant, residing at C-2/15/3/3, Geetanjali Society, Sector-16, Vashi, Navi Mumbai, Maharashtra - 400703 hereinafter called the "LICENSOR" (which expression shall unless repugnant to the context or meaning thereof include her legal heirs, executors, administrators and assigns) the Party of the One Part,

AND

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Janaki
Owner

Ms. Jayarsi Natorejau
Tenant

NATARAJAN RAMASUBRAMANIAM S/O Natesa Ramasubramaniam,
(Aadhar Card - 7546 3635 4134 & PAN Card - AENPR6222C), Age 61 years
& **JAYASRI NATARAJAN** D/o R Krishnamurthy (Aadhar Card - 8862 1223
0345 & Pan Card - AGLPN3626]), Age 55 years , Adult, Indian Inhabitant,
lastly residing at 503, Navin Shree Mangal CHS, Plot no.-13, Sector-17, Vashi,
Navi Mumbai, Maharashtra-400703 hereinafter called the "LICENSEE"
(which expression shall unless repugnant to the context or meaning thereof
include his legal heirs, executors, administrators and assigns) the party of
the Other Part.

WHEREAS the Licensor is owner and fully possessed of or otherwise well
and sufficiently entitled to hold the **A-Wing, 703, Scientist/Vigyan CHS,**
Plot No.-23, Sector-17, Vashi, Navi Mumbai, Maharashtra-400703
hereinafter called the said "FLAT".

WHEREAS the Licensee being in temporary need of a Residential
accommodation for use for a limited period of 33- Months Only and has
approached the Licensor for permission to use the said premises
temporarily together with Lights, Fans, Fixtures, Fittings etc (Annexure)
laying therein, on Leave and Licence basis for a period 33 Months, Which the
Licensor has agreed to do on the Terms and Conditions mutually agreed
upon by between the parties and hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AS UNDER

1. The Licensor do hereby grant unto the Licensee permission to enter upon,
use and lock after the said **A-Wing, 703, Scientist/Vigyan CHS, Plot No.-
23, Sector-17, Vashi, Navi Mumbai, Maharashtra-400703,** Temporarily
for a Limited period of 33 months on "Leave License" Arrangement,
commencing from **01/03/2023** And expiring as on **30/11/2025.** The Lock-

Tanaka

Jayasri
Ms. Jayasri Natarajan

in period for the said agreement is for 11 months. After 11 months, 1 month notice from either side.

2. The Licensee covenants with the licensor that the Licensee shall observed & perform the following terms and conditions:

3. That It is hereby expressly agreed and declared that neither this agreement nor anything contained herein shall be deemed to create any interest or estate in favour of the Licensee in the said Flat, and that relationship of both the parties shall always be that Licensor and Licensee only.

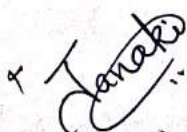
4. The Licensee shall use the said premises only for the purpose of bonafide Residence of Licensee & family members (Daughter - Abirami Natarajan, Son - Aravind Natarajan, relative & friends) and the Licensee shall not Allow The said premises to be used by any Person/Party During the period of the License nor shall part with Possession of the said premises or any part thereof in favour of any other Person/Party on any basis.

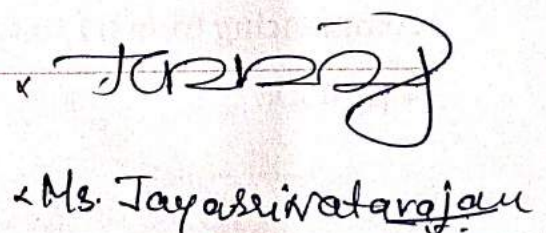
5. The Licensee shall not store any business articles in the said Flat however all the articles Required for use as a Residential Flat are permitted to be kept and brought, in the said Flat.

6. The Licensee may ask to get written permission of Licensor for any addition or alteration in the said flat.

7. The Licensee shall not use the said premises for any illegal or immoral purpose.

8. The Licensee shall abide by Rules, Regulations/Byelaws of the Society authorities in which the said Flat is situated.




Ms. Jayasrinivatarajan

9. The Licensee and their family members and servants would not cause, permit or suffer anything in way, which may create any nuisance or annoyance to the neighbouring occupiers or cause any damages to the said Flat and Building/Property wherein the said Flat is situated.

10. The Licensee shall take reasonable care of fixtures, fittings, including electrical fittings, ceiling fans, tube light etc (Annexure) lying in the said Flat, and in case of any damage caused by the Licensee or their Family members, servants to the same, then the Licensee shall compensate the Licensor for such loss.

11. The Licensee shall pay **Rent of Rs.30000/- (Rupees Thirty Thousand Only) per Month** to Licensor as License Fee/Compensation of the said Flat/Shop by the 5th of every month during the said period of License. There will be 5% increase in rent after every 11 Months of this agreement.

12. The Licensee shall also pay the Electricity charges & gas charges of the said Flat during the period of License and Maintenance Charges Society Charges will be borne by the Licensor.

13. The Licensee shall pay a Refundable **Security Deposit of Rs.250000 (Rupees Two Lakh Fifty Thousand Only)** to the Licensor at the time of execution of the agreement which would be treated as interest free Deposit under this agreement for the purpose of due performance of the terms and conditions of this agreement by the Licensee And or expiry of the License vacating period the same would be refunded by the Licensor to the Licensee after deduction arrears of compensation, damages if any then due.

Janaki

Janaki

Ms. Jayashri Natarajan

14. The Licensee shall be entitled to Quit/Leave and said Flat, by giving the Licensor one calendar month notice, in writing and vice versa. After lock-in period of 11 months.

15. The Licensor shall also give to the Licensee one calendar month Notice, in Writing before termination of this agreement.

16. That In case of Breach of any of the terms and condition of this agreement, the Licensor may terminate this agreement by giving One-Month Notice in Writing to the Licensee within the said License period 33 Months.

17. That Intention and at the expiry of the Notice period this revoked and agreement shall stand the Licensee shall remove all along-with furniture and fittings as per annexure Vacate the belongings and shall Quit, said Flat in its original condition to the Licensor, without any breach of peace.

18. That In case the Licensee fail to vacate the said Flat on the expiry of this agreement and/or the said Notice Period, the Licensor shall be entitled and hereby authorized by the Licensee to remove along-with furniture and fittings other than the Licensor's furniture and fittings as per annexure of Licensee at the cost and risk of Licensee.

19. That On Expiry of the said License Period of 33 Months, or on Termination of license for any breaches, the Licensee shall immediately hand over to the licensor vacant and peaceful possession of the said Flat as its same condition, and on handing over vacant possession of the said Flat, the Licensor shall refund to the licensee, the said interest free Deposit, After Deducting arrears, Compensations & Damage if any in the said Flat And Also after Deducting the Electricity, Gas Bills etc. Amount if Remaining Unpaid.

Tanaka

Jayarri Natarajan

*Ms. Jayarri Natarajan

M.A.J.C.
Dist. P.
Legn
F.
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20.

That this Agreement has been entered into by the parties under Sec.24 of the Maharashtra Rent Control Act, 1999 And in case the Licensee fails to hand over to the Licensor, vacant and peaceful possession of the said Flat, on Expiry of said Period of 33 Months, from the date of signing of this Agreement, then the Licensee shall be Liable & Bound to Pay to the Licensor, Compensation/Mesne profits per Months at the Double the Licensee fee Mentioned in this Agreement.

* Tanaka

* Jayashree

* Ms. Jayashree Nataraajan

IN WITNESS WHEREOF THE PARTIES HAVE SET AND SUBSCRIBED
THEIR HANDS TO THIS AGREEMENT ON THE DAY AND THE YEAR
MENTIONED HEREIN ABOVE.

SIGNED AND DELIVERED BY THE
Within Named "LICENSOR"



Janaki

Mrs. Janaki Abhijit Parab

SIGNED AND DELIVERED BY THE
Within Named "LICENSEE"



Natarajan

Natarajan Ramasubramaniam



Jayasri Natarajan

Jayasri Natarajan



SUBJECT TO REGISTRATION

ATTESTED BY ME

M.A.J. Qureshi

M. A. J. QURESHI
ADV. & NOTARY PUBLIC
C-2/4/0:1, Xerox Galli,
Sec-2, Vashi, Navi Mumbai

24 FEB 2023

Shashank Choudhary

Advocate Shashank Choudhary
B.Com, M.C.A, LL.B
Reg.: MAH/6653-A/2016
8770450079
Office No. 228, First Floor,
Sector-2, Near Hotel Abbott,
Vashi, Navi Mumbai-400703.

WITNESS

Kavita

1) Kavita Vaidyanathan (9820365784)

Abirami Natarajan

2) Abirami Natarajan (7506047818)