

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

Certificate No.

IN-UP03382312796129W

Certificate Issued Date

20-Mar-2024 07:00 PM NEWIMPACC (SV)/ up16050604/ GAUTAMBUET NEGAR 1/ UP-GBN

Account Reference Unique Doc. Reference

SUBIN-UPUP1605060402917868600844W

Purchased by

ANUPAM GUHA ROY

Description of Document

Consideration Price (Rs.)

Article 35 Lease

Property Description

Not Applicable

First Party

SHEELA NAGPAL

Second Party

ANUPAM GUHA ROY

Stamp Duty Paid By

ANUPAM GUHA ROY

Stamp Duty Amount(Rs.)

100

(One Hundred only)





ANUPAM GUHA ROY ANUPAM GUHA BOY ANUPAN GUHA ROY ANUPAM GUHA ROY ANUPAM GUHA

BOY ANUPAM GUHA ROY

Please write or type below this line



- 1. The authenticity of this Stamp certificate should be ventied at www.shodestamp.com or using e-Stamp Mobile App of Stock Holding Any discrepancy in the details on this Certificate and as available on the website. Mobile App renders it invalid.

 3. The onus of checking the legitimacy is on the users of the certificate.
- 3 In case of any discrepancy please inform the Competent Authority

- 1. Licensor(s): Sheela Nagpal
- 2. Licensee(s): Anupam Guha Roy
- 3. Property Address: D1001, 10th Floor, Hyde Park, Sector 78, Uttar Pradesh, 201305
- 4. Duration: 11 Months commencing from April 1, 2024 to February 28, 2025
- License Fees: ₹ 28,000 Per month.
- 6. Deposit: ₹ 62,000.

LEAVE AND LICENSE AGREEMENT

This Leave and License Agreement is made and executed on 1st day of April, 2024 at Noida

Between

Name: Smt. Sheela Nagpal w/o Shri S K Nagpal, Age: 70 Years, Female, PAN: AKIPN1707D, residing at S-2104, The Hyde Park, Sector-78, NOIDA, 201305 on the first part hereinafter referred and called to as the First party/ Licensor/ Owner (which expression shall mean and include the Licensor above named and also their respective heirs, successors, assigns, executors and administrators).

AND

Name: Mr. Anupam Guha Roy s/o Sh., Age: 41 Years, Male, PAN: AJWPG2605E, residing at D1001 Mahaavir Darpan Nerul East Navi Mumbai , 401706, hereinafter referred and called to as the Second Party/ Licensees (which expression shall include only the Licensees above named).

AND WHEREAS the Licensor is the lawful and legal owner and is fully seized and possessed of the premises bearing located at Flat no. 1001, Tower-D, The Hyde Park, Sector-78, Noida, Uttar Pradesh 201305. The said premises has 3 Bedroom and 2 bathrooms, hereinafter referred to as "Premises".

Whereas the Licensees have approached to the Licensor for the use of premises under the representation that they shall use the same exclusively for the habitation of their family comprising of licensee and their children on a Leave and License basis, on terms and subject to conditions hereafter appearing. The Licensees have also assured the Licensor that during the period of their stay in the premises they shall keep the premises in good condition and shall not make any change

inclusive of structural changes to the premises and shall also be complying the terms of the understanding as also recorded in this instant License Agreement.

That upon the assurances by the licensee as also recorded in this instant agreement, the Licensor has agreed to permit the licensee to use the premises for a period of 11 months commencing from April 1, 2024 and ending on February 28, 2025 on licensee fee basis (unless terminated earlier as provided in this agreement) to the terms of this agreement as executed in furtherance of the understanding between the parties to this agreement.

AND WHEREAS the parties to this agreement have agreed to sign and execute this agreement for the said Period subject to the terms and conditions mentioned below:-

- Period: That the Licensor hereby grants to the Licensees herein a revocable leave and license, to occupy the Licensed Premises without creating any tenancy rights or any other rights, title and interest in favour of the Licensees for a period of 11 months commencing with effect from April 1, 2024 to February 28, 2025.
- 2. License Fee: That during the period of this agreement the Licensee shall pay to the Licensor a sum of Rs.28,000/- (Twenty Eight Thousand Only) per month in advance on or before 7th day of every calendar month for using the said premises. The above said amount is exclusive of monthly maintenance charges payable to the registered AOA of the Society where "premise" is situated.
- 3. Timely Payment: That the payment of licensee fee by the licensee to the licensor, in strict adherence of the time as stated in clause 2 above, shall be a condition prerequisite for the licensee for the use of the premises and in case the licensee delay in paying the licensee fee, the licensor shall be having full and standing right to terminate this agreement restricting the right of licensee for the use of the premises, after serving a notice of 15 days for the correction of breach. Whereas in case of two defaults by the licensee in timely releasing the licensee fee, the licensor shall be having the right to terminate the agreement without even serving a notice for the correction of breach.
- 4. Deposit: That the licensee, apart from the timely payment of the licensee fee shall also shall pay to the Licensor ₹ 62,000 interest free refundable deposit, for the use of the said Premises. This amount shall be refunded by the Licensor to the Licensee at the time of vacating the said premises, after deducting any outstanding license fees, electricity, water, maintenance charges, or any bills, etc., which are payable by the Licensee at the time of vacating the premises
- 5. Utility Charges: The Licensee shall pay, on regular basis, the electricity charges and power back up charges, gas consumption charges, water charges in respect of the aforesaid premises and shall pay all incidental charges, relating to use of the above premises, as and when they arise during the tenure of this agreement, and the Licensee shall be held solely responsible for any outstanding electric, water or other incidental charges/ bills during the tenure of this agreement.

- 6. Maintenance Charges: All maintenance expenses for the Sanitary, Electrical, Water supply, Sewerage and day to day maintenance of the premises shall be borne by the licensee, including the monthly maintenance charges payable to the registered AOA of the society.
- Alteration: The Licensee hereby agreed that no changes will made to the external as well as the internal construction design, woodwork, Electric cabling, Electric Fitting, plumbing, almirahs/cupboard and all other fixtures and amenities provided in the said premise without any written permission from the Licensor. Any such activity without any written permission will result in immediate termination of the agreement and the Licensor will take possession of the said property, completely restricting the licensee in using the premises immediately after noticing such changes to the said property. A written notice mentioning the violation of the agreement will be sufficient notice for the Licensee to vacate the hand over possession of the said premises to the Licensor.
- 8. Usage, Damages & Repairs: The Licensee shall use the said premises for the residential use only and conduct no commercial and other activity /business from the premises. The Licensees shall maintain the said premises in its existing condition. Any damage caused to the said premises, the same shall be repaired by the Licensees at their own cost subject to normal wear and tear. The Licensees shall not engage in any activity that is likely to cause nuisance to the occupants of the neighbourhood; that is to the prejudice in any manner to the rights of Licensor in respect of said premises; that is unlawful or prohibited by State or Central Government. Further, the licensee agrees to abide by all the rules and regulations of the Society. The Licensee shall not store any hazardous or objectionable goods in said premises.
- 9. Inspection: That the Licensor 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, during reasonable hours with prior notice.
- 10. 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, O/D facility of any nature, citing the address of the premises and shall keep the premises free from all liabilities.
- 11. Termination: That during the period of this licensee agreement, the licensee and the licensor shall be having the right to terminate this licensee agreement after serving not less than 1 month notice in advance, without assigning any reason whatsoever. Further upon the vacation of the said premises by the licensee, the licensor shall inspect the said premises with licensee for the evaluation of the condition of the premises and in case of any damage is found in the premises, the licensee shall be liable to make good of the same and the licensor shall also be having right to forfeited and/or adjust the said sum of damages from the security deposit and the balance security deposit shall be refunded by the licensor within one month of the joint visit after confirmation by the licensee of the deductions.

The event of the termination of this agreement for the cause/s as mentioned in clause of this agreement, the Licensee shall not be entitled to any sums whatsoever form the Licensor by way of compensation, damages or other except the deposit amount.

- 12. 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 commits 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 1 month and the Licensees too will have the right to vacate the said premises by giving a notice in writing of 1 month to the Licensor as mentioned earlier.
- 13. Lock-in Period: That both the parties have agreed to set a lock-in period of 1 months during which neither the Licensor shall ask the licensee to vacate the premises, nor the Licensee shall vacate the premises on their own during the lock-in period. However, if the licensee vacates the premises for any reason, they shall pay to the Licensor the license fees for the remaining lock-in period at the rate as agreed upon in Clause 2. On the other hand, Licensor shall compensate the Licensee by paying the license fees for the remaining lock-in period at the rate as agreed upon in Clause 2 if they have been asked to vacate the premises by the Licensor.
- 14. Notice: The notice under this agreement shall be in writing and shall be served either by hand delivery or by sending the same by registered post or transmitted by addressee to either party at the last known place of business/ residence or by email or through whatsapp or any other agreed online media and in providing the evidence of service of such notice it shall be sufficient to so that the same has been received by any mode.
- Possession: On expiry of the period of this agreement or sooner on the cancellation or termination of this agreement, if the Licensee for any reason continues to occupy the said premises or fails to handover peaceful possession of the said premises to the licensor, in that eventually it is agreed by the licensee that the licensee, during the period of said unauthorized stay at the premises, shall be liable to pay, as penalty, a sum equivalent to three times of the then licensee fee per month till the period of actual vacation from the date of unauthorized stay and the Licensee further agrees that the Licensor shall be having the right to take all/any legal recourse to recover the balance due including the penal amount and damages for the vacation of premises from the Licensee permitted under law. The Licensor shall also have the right to remove the said goods of the licensee after expiry or cancellation or termination of the license agreement and to take possession at the cost of licensee.
- 16. Liability: The licensee agrees that the liability of the licensee, under this agreement shall not be discharged only upon the release of full payment of licensee fee and the deposition of documents with licensor substantiating the payment of all expenses relating to the use of the premises as stated in clause 5 and 6 of this agreement. Further at the time of vacation of the premises the licensee state be duty bound to handover the premises in its original state including fresh whitewas portunal countries.

- 17. Insurance: The Licensee shall keep their goods, articles and belongings, at their own risk and costs and may have the same fully covered by the insurance. The Licensor shall not be liable for loss or damage by theft, water, fire and other natural calamities.
- 18. Indemnity: The Licensor will not be responsible for any loss or damage to the goods lying in the said premises belonging to the Licensee or their family members and the licensee shall at all times keep the licensor indemnified in full against all claim, liabilities, losses, penalties as arisen during the period and related to the stay by the licensee in the said premises. The licensor shall not be responsible for any act/omission on the part of Maintenance agency and/or any other person in the society.
- 19. Renewal: The licensee agreement may be extended for a further period of 11 months at a monthly increased license fee as mutually decided but not less than 10% increase from the last paid license fee and at other terms to be mutually decided thereon. However, that if the Licensor does not wish to renew this agreement, the Licensee has agreed to vacate the premises immediately upon expiry, or sooner, and in good faith hand over the peaceful possession back to the Licensor.
- 20. Dispute: That in case of any dispute between the parties to this agreement, the licensee shall be having no right to remain/occupy the premises under any condition and shall be liable to vacate the same irrespective to the pendency of adjudication of dispute before the competent judicial authority and such tenure of stay by the licensee i.e. after the initiation of dispute, shall be termed as unauthorized stay and the licensee do hereby waive to seek any injunction over the occupancy of the premises by them or any other person acting on behalf of them.
- 21. Arbitration: In case of any dispute the same shall be adjudicated by the Arbitration in terms of the provisions of Arbitration and Conciliation act 1996 (as amended up to date). Sh. Piyush Agarwaal, Flat no. 305 Tower Number G-7, Nirala Greenshire, Sector-2, Greater Noida shall be the sole arbitrator. The courts at Noida at Surajpur Greater Noida, shall be having competent jurisdiction to try and adjudicate the dispute.
- 22. Furniture and Appliances: The said premises is having the Furniture and Appliances mentioned in the Schedule I. The licensee shall maintain the said Furniture and Appliances in the said premises in its existing condition. Any damage caused to the said Furniture and Appliances, the same shall be repaired by the Licensees at their own cost, subject to normal wear and tear.
- 23. The licensee do hereby confirm that they have read and understood the terms of this license agreement and shall abide the same in full.

IN WITNESS WHEREOF the parties hereto have set and subscribed respective signatures; or by way of putting thumb impression; or electronic signatures on the day and year mentioned hereinabove

Signed, Sealed and Delivered by

Licensor

Sheela Nagpal

Licensee

Anupam Guha Roy

In the presence of

Schedule I

Sr No.	Item	Number Units	of
1	Fan	5	Justin
2	Tube	5	
3	AC	2	
4	Electric Geyser	2	
5	Cupboard	3	
6	Chimney	1	
7	Decorative Lights	2	
8	TV Unit	1	

ATTESTED

F. IT ATTESTED

VIRENDRA HUMAR GARG

VIRENDRA HUMAR GARG

VIRENDRA HUMAR GARG

REG NO 2014

GOVT OF INDIA

2024