

Particulars	Amount Paid	GRN/Transaction Id	Date
Stamp Duty	<u>Rs.</u> <u>224.60</u> <u>/-</u>	<u>MH0027422012016</u> <u>17E</u>	<u>25/08/20</u> <u>16</u>
Registration Fee	<u>Rs.</u> <u>1000/-</u>	<u>MH0027422012016</u> <u>17E</u>	<u>25/08/20</u> <u>16</u>

LEAVE AND LICENSE AGREEMENT

This agreement is made and executed on at Wagholi

Between,

1) **Name:** Mr.David Ashwin Harry, Age : About 39 Years, PAN:AJJPD7253K, Aadhaar: 291878814825 Residing at: Flat No:16, Floor No:2nd Floor, Building Name:Maruti Mahal, Block Sector:Yerwada, Road:Nagar Road, Pune, PUNE, MAHARASHTRA, 411006 through his P.O.A. Mr. Francis Lawrence, Age : About 38 Years, Occupation :Service, PAN: AAKPF3171F, Aadhaar: 291878814825, Email-id:lawrence@gmail.com Residing at: Flat No:16, Floor No:2nd, Building Name:Maruti Mahal, Block Sector:Yerwada, Road:Nagar Road, Yerwada, PUNE, MAHARASHTRA, 411006

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.Bhatt Siddharth, Age : About 23 Years, Occupation :Service, PAN: BRCPB7010D, Aadhaar: 696604761264 Residing at: Flat No:B-102, Floor No:1st Floor, Building Name:Gurudev Complex Phase 3, Block Sector:Silvassa, Road:Dadar Road, Silvassa, DADRA & NAGAR HAVELI, DADRA & NAGAR HAVELI, 396230

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 hisResidential 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 11 Months commencing from 01/09/2016 and ending on 31/07/2017, 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 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 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 a period of 11 Months commencing from 01/09/2016 and ending on 31/07/2017
- 2) License Fee & Deposit:** That the Licensee shall pay to the Licensor License fee at the rate of Rs. 8000(Eight Thousand Only) per month towards the compensation and Rs. 20000(Twenty Thousand Only) interest free refundable deposit, for the use of the said Licensed premises. The amount of monthly compensation License fee shall be payable within first five days of the concerned month of Leave and License.
- 3) Payment of Deposit:** That the Licensee have paid / shall pay the above mentioned deposit/premium as mentioned above by Cash. Amount Rs.20000/- (Twenty 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: Said Property also Consists 4 ceiling fans,Exhaust fan in both bathrooms,Inverter,curtain rods in all rooms, safety door fitted in both balcony and main door as well.

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 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.A-704, Built-up :667 Square Feet, Parking:80 Square Foot situated on the 7th floor Floor of a Building known as 'Oxy Ultima' standing on the plot of land bearing GAT NUMBER :910,911,912,913,924,Road: Nagar road, Location:Wagholi, of Village:Wagholi (avhalwadi) ,situated within the revenue limits of Tehsil Haveli and Dist Pune and situated within the limits of PuneMunicipal 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.

(Space for photos and Thumb impressions)