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| --- | --- | --- | --- |
| **Particulars** | **Amount Paid** | **GRN/Transaction Id** | **Date** |
| Stamp Duty | Rs. 1200.00/- | MH010160108202022P | 12/04/2023 |
| Registration Fee | Rs. 1000.00/- | MH010160108202022P | 12/04/2023 |

LEAVE AND LICENSE AGREEMENT

This agreement is made and executed on 11/04/2023 at Pune Between,

1) **Name**: **Mrs. Joshi Minaxiben Manojkumar**, Age : 71 Years , Occupation : Homemaker , PAN : AOHPJ6526M , Email-id : minaxi.joshi1951@gmail.com , Residing at: Flat No: I-802, Floor No: 8, Building Name : Roystonea, Block Sector : Magarpatta City, Road : Hadapsar , PUNE, MAHARASHTRA, 411028

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

2) **Name**: **Mr. Amit Joshi** , Age : 42 Years , Occupation : Service , PAN : AISPJ5274F , Email-id : amit.joshi1980@gmail.com , Residing at : Shiv Park , Floor No : Ground , Building Name: C-1719 , Block Sector : Kalayabid , Near Sagwadi gate , Bhavnagar , 364002

HEREINAFTER called ‘the Licensees’ (which expression shall mean and include only Licensees 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 Licensees herein are in need of temporary premises for Residential use has/have approached the Licensor with a request to allow the Licensees herein to use and occupy the said premises on Leave and License basis for a period of 12 Months commencing from 01/04/2023 and ending on 31/03/2024, on terms and subject to conditions hereafter appearing.

AND WHEREAS the Licensor have agreed to allow the Licensees 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 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 12 Months commencing from 01/04/2023 and ending on 31/03/2024
2. **License Fee & Deposit:**That the Licensees shall pay to the Licensor the following amount per month towards the compensation for the use of the said Licensed premises.
   1. Rs. 40000/-(Forty Thousand Only) per month for the first 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. 60000 interest free refundable deposit, for the use of the said Licensed premises.

1. **Payment of Deposit:** That the Licensees has paid / shall pay the above mentioned deposit/premium as mentioned above by Cash. Amount Rs.60000/-(Sixty Thousand Only)
2. **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.
3. **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.
4. **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 Licensor in respect of said premises or shall not do any unlawful activities prohibited by State or Central Government .
5. **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 Licensor.
6. **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.
7. **Inspection:** That, the Licensor shall on reasonable notice given by the Licensor to the Licensees 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.
8. **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 Licensor 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 Licensor as mentioned earlier.
9. **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 his goods and belongings. In the event of the Licensees failing and / or neglecting to remove themselves 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 Licensees and his belongings from the Licensed premises, without recourse to the Court of Law.
10. **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. 802 Built-up :1210 Square Feet, situated on the 8th Floor Floor of a Building known as 'Roystonea' standing on the plot of land bearing Survey Number :68,Road: Hadapsar, Location: Near Magarpatta City, Main Gate, of Village: Hadapsar ,situated within the revenue limits of Tehsil Haveli and Dist Pune

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.

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| --- | --- | --- | --- |
| **Name & Address** | **Photo** | **Thumb Image** | **Digitally**  **signed** |
| **Licensor** |  |  | Not Available |
| Mrs. Joshi Minaxiben Manojkumar |
| **Address:** Flat No:I-802, Floor No:-8, Building Name:Roystonea, Block Sector:Magarpatta City, Hadapsar Road, PUNE, MAHARASHTRA, 411028 |
| **Licensees** |  |  | Not Available |
| Mr. Amit Joshi |
| **Address:** Building Name: Shiv Park, Block Sector: C-1719, Kalayabid, Near Sagwadi Gate,  BHAVNAGAR, GUJARAT, 364002 |
| **Witness of execution of all executants** |  |  | Not Available |
| Mr. Prasad Rishi kant |
| **Address:** Building Name:S/O Murli Dhar Prasad, Block Sector:Rawatpur, Road:Rawatpur, Rawatpur, Kanpur nagar, Uttar pradesh, 208019 |
| **Witness of execution of all executants** |  |  | Not Available |
| Mr. Shaikh Irfan |
| **Address:** Block Sector:Sayednagar, Road:Mohamadwadi, Hadapsar, Pune, Maharashtra, 411028 |

# Admission Of Execution / Identification

The following parties have admitted that they have executed the Agreement of Leave and Licenses & the identifires 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.

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| --- | --- | --- | --- | --- | --- |
| **Type of Party, Name & UID** | **Date & Time of Admission** | **Date ,Time of Verification with UIDAI** |  | | |
| **Licensor** Joshi Minaxiben Manojkumar | 12/04/2023  10:05:38 AM | 12/04/2023  10:08:32 AM | Joshi Minaxiben Manojkumar, Female, XXXX XXXX 8164 |  |  |
| **Licensees** Amit Joshi | 12/04/2023  10:21:45 AM | 12/04/2023  10:25:38 AM | Amit Joshi, Male, XXXX XXXX 5172 |  |  |
| **Identifier for all executants** Prasad Rishi kant | 12/04/2023  04:10:13 PM | 12/04/2023  04:15:27 PM | Rishi Kant Prasad, Male, XXXX XXXX 2177 |  |  |
| **Identifier for all executants** Shaikh Irfan | 12/04/2023  05:29:47 PM | 12/04/2023  05:36:10 PM | Irfan Nasir Shaikh, Male, XXXX XXXX 9030 |  |  |