Particulars	Amount Paid	GRN/Transaction Id	Date
Stamp Duty	Rs. 407.90/-	MH000330894202425P	07/04/2024
DHC	Rs. 300/-	0424071400434	07/04/2024
Registration Fee	Rs. 1000/-	MH000330894202425P	07/04/2024

LEAVE AND LICENSE AGREEMENT

This agreement is made and executed on 07/04/2024 at Airoli

Between,

1) **Name:** Mr. Pramod Madhavi, Age: About 58 Years, Residing at: House No - 43, Anant Smruti Niwas, Near Municipality School, Airoli, Navi Mumbai, Thane, Airoli, Maharashtra, 400708

HEREINAFTER called 'the Licensor (which expression shall mean and include the Licensors above named and also their respective heirs, successors, assigns, executors and administrators)

AND

1) **Name:** Mr. Prathamesh Madhavi, Age: About 29 Years Residing at: House No - 43, Anant Smruti Niwas, Near Municipality School, Airoli, Navi Mumbai, Thane, Airoli, Maharashtra, 400708

HEREINAFTER called 'the Licensee' (which expression shall mean and include only Licensees above named).

WHEREAS the Licensors are 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 Licensors with a request to allow the Licensees herein to use and occupy the said premises on Leave and License basis for a period of 11 Months commencing from 01/04/2024 and ending on 28/02/2025, on terms and subject to conditions hereafter appearing.



AND WHEREAS the Licensors has 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 forabove 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 Licensors 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 11 Months commencing from 01/04/2024 and ending on 28/02/2025
- **2) License Fee & Deposit:** That the Licensees shall pay to the Licensors the following amount per month towards the compensation for the use of the said Licensed premises.
- a) Rs. 15000/-(Fifteen Thousand Only) per month for the first 11 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. 50000 interest free refundable deposit, for the use of the said Licensed premises.

- **3) Payment of Deposit:**1] That the Licensees has paid / shall pay the above mentioned deposit/premium as mentioned above by Cash. Amount Rs.50,000/- (Rupees Fifty 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 Licensors.
- **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 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 Licensors in respect of said premises or shall not do any unlawful activities prohibited by State or Central Government.



- **7) 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 Licensors.
- **8) 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.
- **9) Inspection:** That, the Licensors shall on reasonable notice given by the Licensors to the Licensees shall have a right of access either by themselves or through authorized representative to enter, view and inspect the Licensed premises at reasonable intervals.
- **10) Lock in period:** Both the parties have agreed to set a lock-in period of <u>11</u> months during which neither the Licensor shall ask the licensee to vacate the premises, nor the licensee shall vacate the premises on his own during the lock-in period. In spite of this mandatory clause, if the licensee leaves the premises for whatsoever reason, he shall pay to the Licensor license fee for the remaining lock-in period at the rate of agreed upon in the agreement. On the other hand, Licensor shall compensate the Licensee for loss and inconvenience caused to the Licensee if he has been asked to vacate the premises.
- **11) 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 Licensors 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 Licensors as mentioned earlier.
- **12) 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 Licensors shall be entitled to recover damages at the rate of double the daily amount of compensation per day and or alternatively the Licensors shall be entitled to remove the Licensees and his belongings from the Licensed premises, without recourse to the Court of Law.
- **13) Furniture and Appliances:** The said premises is having the Furniture and Appliances mentioned in the Schedule II. The licensee shall maintain the said Furniture and Appliances in the said premises in its existing condition and damage, if any, caused to the said Furniture and Appliances, the same shall be repaired by the Licensee/s at its own cost subject to normal wear and tear



- **14) Miscellaneous:** Electricity bill which is consumed prior to agreement date will be borne by licensor. In the event of the Licensee willfully failing to hand over to the Licensors quiet, exclusive, vacant and peaceful possession of the said License Premises on expiry or sooner determination of the License then in that event, without prejudice to any other right that the Licensors may have against the Licensee, the Licensors shall be entitled to recover from the Licensee, compensation at the rate of Rs 6,000 per day for such willful delay. The licensees do hereby promise to handover the peaceful and vacant possession of the said premises to the licensor on expiry/earlier termination of this agreement.
- **15) 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. 104, Built-up:550 Square Feet, situated on the 1st Floor of a Building known as 'Airoli Heights' standing on theplot of land bearing Municipality School Road, Location: Airoli, Navi Mumbai 400708, of Village: Airoli, situated within the revenue limits of Tehsil Thane and Dist Thane and situated within the limits of Navi Mumbai Municipal 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.

SCHEDULE II

(Being the correct description of Furniture and Appliances in the premise)

Sr No.	Item	Number of
		Units
1	Fan	5
2	Air Conditioner	2
3	Electric Geezer	2



Name and Address	Photo	Thumb Image	Digitally Signed
Licensor Mr Pramod Madhavi Address: House No - 43, Anant Smruti Niwas, Near Municipality School, Airoli, Navi Mumbai, Maharashtra, 400708			Not Available
Licensees Mr Prathamesh Madhavi Address: House No - 43, Anant Smruti Niwas, Near Municipality School, Airoli, Navi Mumbai, Maharashtra, 400708			Not Available
Witness of execution of all executants			
Mr Sagar Madhavi Address: House No – 43, Anant Smruti Niwas, Near Municipality School, Airoli, Navi Mumbai, Maharashtra, 400708			Not Available
Mr Yadnesh Kotkar Address: Flat No:101, Building Name: Kotkar Niwas, Near Municipality School, Airoli, Mumbai, Maharashtra, 400708	State of the state		Not Available