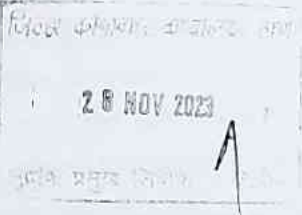




महाराष्ट्र MAHARASHTRA

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### AGREEMENT FOR LEAVE AND LICENCE

THIS AGREEMENT OF LEAVE AND LICENCE is made and entered into at Mumbai on this 11<sup>th</sup> day of DECEMBER, 2023.: BETWEEN Smt. PRAGATI AMIT SAWANT aged 44 years an adult, Indian Inhabitant of Mumbai, presently residing at Room No.B/03, Plot No.270, GORAI (2) SHRADDHA Co-Operative Housing Society Limited, Road No.RSC-38, Gorai Part-02, Borivali (West), Mumbai-400091, hereinafter called and referred to as "THE LICENSOR" (Which expression shall whenever the context so requires or admits, mean and include her heirs, executors, administrators, legal representatives and assigns) of the One Part, AND:

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P.A. Sawant

*[Signature]*

P.A. Sawant

*[Signature]*

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1. The Licensor hereby grants Leave and License to the Licensee to use and occupy the said premises i.e. **Flat No.G-306, 03<sup>RD</sup> Floor, Grapes Tower, Yashwant Gaurav Complex, Fun Fiesta Road, Nallasopara (West), Palghar-401203**, as such Licensee temporarily for a period of **(11) ELEVEN Months** with effect from **01<sup>st</sup> OCTOBER 2023 to 31<sup>st</sup> AUGUST 2024** which is the essence of this agreement being made very clear to the Licensee that the said premises are taken by the Licensee for the exclusive use and occupation his family members only.

2. It is further agreed between the parties hereto that this Leave and License Agreement shall be subject to the Provision of Section 13(A)(2) of Mumbai Rent Act and all the disputes arising under these presents between the parties hereto shall have exclusive jurisdiction by the Competent Authority appointed by the Government of Maharashtra under the Provision of the Mumbai Rent Act.

3. The Licensee shall deposit and keep in deposit with the Licensor a sum of **₹10,000/- (Rupees (TEN THOUSAND) Only)** being **Security Deposit** in Without Interest for the due and proper performance of the terms and conditions of this Agreement, refundable by the Licensor to the Licensee on determination or earlier revocation of this presents after deducting there from such amount as may be due and payable by the Licensee to the Licensor under these presents.

4. The Licensee shall pay Rent/Compensation to the Licensor a sum of **₹4,500/- (Rupees (FOUR THOUSAND FIVE HUNDRED) Only) PER MONTH** as a monthly Rent/Compensation of the said License to use and occupy the said premises, **which shall be paid by the Licensee on or before 10<sup>TH</sup> day of each succeeding English Calendar Month**. The Licensee shall also pay the actual electric bill for the consumption of electricity and deliver the paid bill on every month to the Licensor. However, the monthly Maintenances in respect of the said premises to the said society shall be borne and paid by the Licensor.

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P.A. Sawant

*(Signature)*



5. It is further agreed and confirmed and by and between the parties hereto that the monthly maintenance in respect of the said room premises shall be paid by the Licensor. And the Licensee shall pay electricity charges, telephone bills, cable charges, parking charges, if any; payable to the authorities concerned separately and the Licensee shall deliver the receipt of the payment immediately to the Licensor.
6. It is further agreed and confirmed by and between the parties that such charges for the use of car/scooter parking inside the building compound, if any, as may be charged to the Licensee by the society, the said charges shall be borne and payable by the Licensee separately to the society.
7. The Licensor shall retain one set of keys of the locks of the main door of the said and shall have free access to the said room at all reasonable times for inspection of the state of the said room premises during the term of this license and the Licensee shall not change the locks of the main door.
8. It is further agreed and confirmed by and between the parties hereto that the actual and original possession of the said room premises will always be with the Licensor and the Licensor shall have every right to enter the said room premises as per his/her own wish and desire.
9. The licensee shall not alter, modify, repair or change and not to make or allow to be made structural or permanent additions, variations or alterations or any part thereof except installations or domestic electric appliances and other convenience reasonably need for the occupant in the said Room premises without the permission of the Licensor.
10. The Licensees shall use the said Room premises residence purpose only and not for any kind of business and no obnoxious, nuisance, anti-social or illegal activities or acts prejudicial to the norms of decency or normal etiquette of the society shall be carried out by the Licensee in the said room premises.

P. A. Sawant



11. The Licensee shall not store or keep in the said room premises any articles or goods which may expose the said room to undue deterioration or danger of fire or any articles or goods of any objectionable or hazardous dangerous substance or cause nuisance to the surrounding.

12. The Licensee shall not do or suffer to be done anything which maybe nuisance or annoyance to the neighbors or which may damage the room of the Licensor or other portion of the building.

13. This agreement can be terminated by the Licensor by giving one month's oral or written notice; in case society or members of the society object to the conduct behavior of the Licensee and/or his/her family members and the Licensor shall always observe the bye-laws of the society and shall be binding on the Licensee.

14. The Licensee shall not give the address of this room premises during the tenure of the Agreement to the Income Tax Sales Tax authorities and shall not have right to obtain/transfer his/her Ration Card and/or Voting rights at the aforesaid address during the tenure of this agreement.

15. It is further agreed and confirmed by and between the parties that the Licensee shall not in any manner and at any time claim any interest in the said Room premises as tenant or occupant or any other capacity whatsoever and also shall not sub-let, assign, transfer, sell, give on tenancy or in any other way create third party right over the said Room premises or any portion thereof.

16. The Licensee shall during the period of this Agreement have uninterrupted use of the said Room premises, subject to the terms and conditions of this agreement.

17. The Licensee shall use the said premises fixtures, fittings and installations provided in the said premises as a man of ordinary prudence subject to, reasonable wear and tear and loss or damage by fire, accident, act of god, irritable force and the Licence shall surrender the same in its original condition on the expiry or earlier termination of this agreement and make



good any damage/s done to the said premises, and/or any part thereof and/or to the fixtures, fittings and installations therein and/or any part of the building g wherein the shop is situated irrespective of the damages willful or not. The said premises in case if any damages will be caused to the premises in case if any damages will be caused to the wall/doors etc. of the shop the Licensee hereby undertake to get it repaired and well repaired the said, shop and/or hereby authorize to the Licensor to deduct such amount damages from the abovesaid Security Deposit.

18. The Licensee hereto undertakes to indemnify the Licensor against any loss or damage to the Room premises or to fixtures, furniture's and fittings therein, which are the exclusive property of the Licensor.

19. It is further agreed between the parties hereto that if the Licensee commits default in payment of monthly compensation or electricity charges or parking charges and/or commits any breach of the terms and conditions contained in this Agreement or on going in to liquidation voluntary or compulsory or any way jeopardizing the right, title and interest of the Licensor to the said Room premises, the Licensor shall be entitled to revoke this Licence forthwith and on such revocation being made the Licensee shall within **(30) THIRTY DAYS** from the respect of such notice to revoke the Licence addressed to the Licensee at the said Room premises, shall remove all articles and things belonging to the Licensee in the said Room premises and hand over the vacant and peaceful possession of the said Room premises to the Licensor without any let or hindrance. If the Licensee fails to comply with any of such notice and/or fails to remove articles and things belonging to him/her and lying and being in the said Room premises and also remove himself with his/her family members, the Licensor shall without being in any manner liable for damage or loss may cause to remove the same and/or in case the Licensee does not vacate and remove his/her belongings or any one purporting to act under the Licensee on revocation of this agreement. The Licensor shall be entitled to and is hereby authorized by the Licensee to

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P. A. Sawant

*(Signature)*

remove all goods furniture, articles and things lying in the said Room premises belonging to the Licensee and the Licenser shall not be held responsible under any circumstances for any loss or damage thereto. Upon the expiry of such notice, the Licenser has got the right to enter and occupy the said Room premises.

20. The Licensee shall not claim any demise or tenancy rights or any other rights other than specifically mentioned herein and that this agreement merely gives the rights to the Licensee to use the Room premises for occupation for him/herself and his/her family for agreed period as mentioned hereinabove.

21. The Licensee shall definitely handover vacant and physical peaceful re-possession of the said Room premises along with furniture and fittings immediately after expiry of this agreement and upon receipt of balance security deposit from the Licenser, without any excuse and/or hindrance of whatsoever nature.

22. It is further agreed between the parties hereto that this Leave and Licence Agreement shall be subject to the Provision of Section 24 of the Maharashtra Rent Control Act, 1999, as amended from time to time and the disputes, if any arising between the parties hereto under these presents shall have exclusive jurisdiction by the competent Authority constituted/appointed by the Government of Maharashtra under the Provision of the Maharashtra Rent Control Act, 1999, (Act 18 of 2000).

23. It is further agreed between both the parties hereto that this Agreement can be terminated by issue of **THIRTY DAYS NOTICE** in advance from either side to the other side intimating the intention of terminating this Agreement.

24. To vacate all persons using the said Room premises with all belongings on expiry or earlier termination of the said Agreement and to deliver all keys of the said Room premises to the Licenser at the time of handing over the charge of the said Room premises to the Licenser.

25. That the Licenser, shall not be held legally responsible / liable under any circumstances for the past and future activities of the Licensee and/or any of his/her family members on the basis of arrangement of this Agreement of Leave and Licence basis.

26. The following family members of the Licensee only have been Permitted by the Licenser to stay on mere Leave and License basis in the abovesaid Room premises during the period of this Agreement:

SR.NO.	NAME	RELATIONSHIP WITH LICENSEE	AGE
1	Mrs. GAURI ABHIJEET GAIKWAD	Wife	27
2			
3			
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27. The Licensee can transfer or shift existing telephone from his/her earlier residence during the period of the Leave and Licence agreement and shall remove the same immediately at the time of vacating the said premises or termination of the agreement or whichever is earlier. So also the Licenser grants the permission to the Licensee to apply for a fresh telephone connection on the abovesaid Room's address.

28. It is further agreed between both the parties hereto that if the Licensee fails or makes default in payment of monthly compensation/rent, telephone charges, electric bills and/or any other arrears then in that case the Licenser shall be entitled to terminate this agreement without any prior notice and deduct such amount from the Security Deposit Amount.

29. Notwithstanding anything hereinabove stated, it is clearly understood and agreed between the parties hereto that this licence is revocable by the Licenser prematurely without assigning any reason whatsoever on giving ONE MONTHS notice.

P. A. Sawant

*(Signature)*



**:SCHEDULE OF PROPERTY ABOVE REFERRED:**

ALL THAT PIECE AND PARCEL OF THE TENEMENT/ Flat No.G-306, 03<sup>RD</sup> Floor, Grapes Tower, Yashwant Gaurav Complex, Fun Fiesta Road, Nallasopara (West), Palghar-401203, on the plot of land bearing C.T.S. No.\_\_\_\_ of Village :-**NALLASOPARA**, Tal.:- VASAI, in the Registration District and Sub-District of Palghar District.

MONTHLY RENT : ₹4,500/-

SECURITY DEPOSIT : ₹10,000/-

TENURE : 11 (ELEVEN) MONTHS

**IN WITNESS WHEREOF**, the Parties hereto have hereunto set and subscribed their signatures, affixed their respective photographs and imprinted their left hand thumb impression, at Mumbai, on the day, month and year first hereinabove written.

SIGNED SEALED AND DELIVERED

by the withinnammed the Licensor

**SMT. PRAGATI AMIT SAWANT**

**PAN.:-**

in the presence of .....

1) \_\_\_\_\_

P.A. Sawant



SIGNED SEALED AND DELIVERED

by the withinnammed the Licensee

**Mr. ABHIJEET CHANDRAKANT GAIKWAD**

**PAN.:-**

in the presence of .....

*Abhijeet*



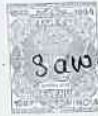


**: RECEIPT:**

**RECEIVED** of and from the withinnamed Licensee a sum of **₹10,000/-**  
**(Rupees TEN THOUSAND Only)** being the **Security Deposit** without Interest  
shall be due and payable by me to the LICENSEE after deducting any  
lawful dues for due and proper performance of the terms and  
conditions of this Agreement under these presents paid vide by  
**CASH/Cheque.**

I SAY I RECEIVED **₹10,000/-**

₹ A Sawant



**(Smt. PRAGATI AMIT SAWANT)**

LICENSOR

WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

मुद्रांक विभाग नोंदवरी अनुमतीसाठी

दस्तावेज प्रकार

दस्तावेज नोंदणी करणारा आहे का ? :- होय/नाही

मुद्रांक विभाग प्रेषणाच्या वेळी

दस्तावेज पत्रकाराचे नांव व पत्ता

हस्त अक्षरपत्राचे नांव/पत्ता

हस्त हस्ता

परवानाधारक मुद्रांक विभागाची सती (प्रमोद आर. दुबे)

मुद्रांक विभाग पत्ता - आदेशार कृपा, शांती पार्क, मीरा रोड (पूर्व), मुंबई

फारमा क्रमांक १२०१०८१९

J. P. TRIPATHI (M.A.L.L.B)  
ADVOCATE HIGH COURT

R/O: Abudalreziz Elizawi, 24,

Room No. 4, L.E.S. Marg-Naypada,

Kural (West), Mumbai-400070

4 DEC 2023

मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बांधकाम करक आहे.

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Mr. ABHIJEET CHANDRAKANT GAIKWAD aged 36 years, also an adult, Indian Inhabitant, presently residing at Room No.D/05, Plot No.270, GORAI (2) SHRADDHA Co-Operative Housing Society Limited, Road No.RSC-38, Gorai Part-02, Borivali (West), Mumbai-400091, hereinafter called and referred to as "THE LICENSEE" (Which expression shall whenever the context so requires or admits, mean and include his heirs, executors, administrators, legal representatives and assigns) of the **Other Part**:

**WHEREAS** "THE LICENSOR" is the Owner and as such absolutely seized and possessed of and/or otherwise well and sufficiently entitled to a Residential accommodation i.e. Flat No.G-306, 03<sup>RD</sup> Floor, Grapes Tower, Yashwant Gaurav Complex, Fun Fiesta Road, Nallasopara (West), Palghar-401203, (for sake of brevity Room bearing No.G-306, hereinafter called and referred to as "The Said Room Premises") Admeasuring \_\_\_\_ Sq. Fts Built-Up area approx. Consisting of 1/2 RMK/BHK.

**AND WHEREAS** the Licensee being in need of a Residential accommodation for his/her Residence had approach the Licensor and requested him / her to grant Leave and Licence to use and occupy the abovesaid room premises for a temporary period.

**AND WHEREAS** the Licensor relying upon the representations of The Licensee in good faith had agreed to grant Leave and License to the Licensee basis as permissible u/s 24 of the Maharashtra Rent Control Act, 1999 (Act 18 of 2000), to use and occupy the said Room premises together with Furniture/Fixtures, Electrical Fittings Etc., lying therein if any, for himself and his family members only on Leave and Licence basis for a period of (11) (ELEVEN) months from the effective date of this agreement on the terms and conditions mutually agreed upon by both the parties hereinafter appearing as under.

**IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS**

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P.A. Sawant

*(Signature)*