

Particulars	Amount Paid	GRN/Transaction Id	Date
Stamp Duty	Rs. 284.20/-	MH111111111111111E	01/07/2018
Registration Fee	Rs. 1000/-	MH111111111111111E	01/07/2018

## LEAVE AND LICENSE AGREEMENT

This agreement is made and executed on 06/07/2018 at DOMBIVALI

Between,

- 1) **Name:** Mr.NORONHE AGNELO BASIL ANTHONY , Age : About 49 Years, Occupation : Service, PAN : ACBPN4823D, Aadhaar: XXXX XXXX 6644 Residing at: Flat No:20B, Block Sector:BANDRA WEST, Road:CHAPEL ROAD, MUMBAI, MUMBAI, MAHARASHTRA, 400050 through her P.O.A. Mrs./Shrimati/Miss. JACOB CECILIA JUDITH , Age : About 65 Years, Occupation : Housewife, PAN: AZAPJ1091P, Aadhaar: XXXX XXXX 9790 Residing at: Flat No:JN-3/5/11, Building Name:BHARAT APARTMENT, Block Sector:VASHI, Road:SECTOR 10, NAVI MUMBAI, THANE, MAHARASHTRA, 400703
- 2) **Name:** Mrs./Shrimati/Miss.JACOB HORTENCIA , Age : About 41 Years, Occupation : Service, PAN : ALUPJ2749Q, Aadhaar: XXXX XXXX 1702 Residing at: Flat No:20B, Block Sector:BANDRA WEST, Road:CHAPEL ROAD, MUMBAI, MUMBAI, MAHARASHTRA, 400050 through her P.O.A. Mrs./Shrimati/Miss. JACOB CECILIA JUDITH , Age : About 65 Years, Occupation : Housewife, PAN: AZAPJ1091P, Aadhaar: XXXX XXXX 9790 Residing at: Flat No:JN-3/5/11, Building Name:BHARAT APARTMENT, Block Sector:VASHI, Road:SECTOR 10, NAVI MUMBAI, THANE, MAHARASHTRA, 400703

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

AND

- 1) **Name:** Mr.PATIL ANKIT , Age : About 26 Years, Occupation : Service, PAN : CDIPP8303G, Aadhaar: XXXX XXXX 0170 Residing at: Flat No:101, Building Name:BLOCK B, Block Sector:RADHA KRISHNA TOWER, Road:BAGH SEWANIA, HUZUR, BHOPAL, MADHYA PRADESH, 462043
- 2) **Name:** Mr.KUMAR KAPIL , Age : About 32 Years, Occupation : Service, PAN : ABCDE1234F, Aadhaar: XXXX XXXX 3702 Residing at: Flat No:733/21, Block Sector:NARENDER NAGAR, Road:GALI NO 4, SONIPAT, SONIPAT, HARYANA, 131001

HEREINAFTER called 'the Licensees' (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 08/07/2018 and ending on 07/06/2019, 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 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 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 08/07/2018 and ending on 07/06/2019

**2) License Fee & Deposit:** That the Licensees shall pay to the Licensors License fee at the rate of Rs. 10000(Ten Thousand Only) per month towards the compensation and Rs. 40000(Forty 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 Licensees has paid / shall pay the above mentioned deposit/premium as mentioned above by Cash. Amount Rs. 40000/-(Forty 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 Licensors 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 6 months during which neither the Licensors 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 Licensors license fee for the remaining lock-in period at the rate of agreed upon in the agreement. On the other hand, Licensors 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:** EXTRA FURNITURE AND FIXTURES: EXHAUST FAN 03 UNITS, CURTAIN RODS 03 UNITS, SAFETY GRILLS 00 UNITS, INTERCOM 01 UNIT, DOOR BELL 01 UNIT, FLAT KEY SET 01 UNIT, AC REMOTE 01 UNIT.....I.

The Licenser hereby declares that There are no outstanding amounts payable by the Licenser in respect of payments towards electricity, telephone, taxes or any other dues up to the date of g r a n t i n g t h e licenses.....

..... II.The Licensee hereby declares and undertakes they shall not a. Conduct or allow to be conducted, any illegal or unlawful activities in the licensed premises. b. Store or allow to be stored in the Licensed Premises, any combustible, dangerous or hazardous material that may imperil the safety of the building or may increase the premium of insurance of the building or render void the insurance and/or which may be of nuisance and/or cause annoyance to the Licensed premises and/or the Licenser and/or the other occupants in the locality. c. Encumber, create any liability or induct any third party in the licensed premises. d. Claim any right, title or interest in the licensed premises or any part thereof. Do or omit to do anything to jeopardise or frustrate the title of the Licenser to the licensed premises. e. The Licensee shall use the said flat in such a way as not to contravene any law, rule, and regulations, Bye laws of Government, Municipality, Society and/or any other Public Body or Authority. If any claim arises on account of any omission or commission by the Licensee at the licensed premises, the Licensee above shall be responsible for the same and the Licenser shall not be responsible. f. To vacate the Licensed Premises after removing all his/her belongings, on the expiry of the License period and/or on sooner determination and to restore the Licensed Premises in the same state and condition in which it is at the date of the License.....

..... III.The Security deposit shall be refunded by the Licenser to the Licensee at the time of handing over possession of the Leased Premises by the Licensee upon expiry or sooner termination of this lease after adjusting the dues if any or cost towards damages caused by the negligence of the Licensee or the person he/she is responsible for. This excludes normal wear tear and damages due to act of god. No interest shall be paid on the deposit amount.....

..... IV.In case the Licenser fails to refund the security deposit to the Licensee on early termination or expiry of the lease agreement, the Licensee is entitled to hold possession of the leased premises, without payment of rent and/or any other charges whatsoever, till such time the Licenser refunds the security deposit to the Licensee. This is in addition to the other legal remedies available to the Licensee to recover the amount from the Licenser.....

..... V.The Licenser shall get the Leased Premises painted and cleaned at the time of handing over possession to the Licensee. The Licensee shall pay to the Licenser the painting charges or get the premises painted and cleaned on termination of lease and vacating the premises.....

..... VI.Tenant will do clean and peaceful handover of property at the time of evacuation, otherwise will be charged penalty of Rs 2000 or actual expense for property maintenance w h i c h e v e r i s

higher.....  
 ..... VII.he Licensee hereby undertakes and agrees that without the prior written consent of the Licenser he will not obtain/get transferred any Landline telephone connection at the said premises and/or will also not obtain a Ration card, Passport, Adhaar Card , Driving License, Financial loan from individual or any Institutions/Banks, Credit card or any other such legal documents showing the address of the said premises, at the address of the above said premises.....

..... VIII.Both the Parties agreed , That if Licensee Licenser decides renewal of leased / Leave License / Sale contract to the same party Licensee Licenser shall be liable for Brokerage, by making registering new leave / lease license / Sale agreement with new terms conditions.

**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 Licenser 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. 0604, Built-up :584 Square Feet, situated on the 6 Floor of a Building known as 'F WING, VICTORIA CHSL' standing on the plot of land bearing Survey Number :91/1P, 92P, 94P, 95P & HOUSE NUMBER :0604, Road: CASA RIO, LODHA PALAVA CITY, Location: DOMBIVALI EAST, THANE, 421204, of Village:Nilaje, situated within the revenue limits of Tehsil Kalyan and Dist Thane and situated within the limits of Kalyan-Dombivli 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	04
2	Tube light	05
3	Bulb	02
4	Air Conditioner	01
5	Electric Geezer	02

Name & Address	Photo	Thumb Image	Digitally signed
<b>Licensors</b> <u>Mr. NORONHE AGNELO BASIL ANTHONY</u> , through her P.O.A Mrs./Shrimati/Miss. <u>JACOB CECILIA JUDITH</u> <b>Address:</b> Flat No:JN-3/5/11, Building Name:BHARAT APARTMENT, Block Sector:VASHI, Road:SECTOR 10, NAVI MUMBAI, THANE, MAHARASHTRA, 400703	Not Available	Not Available	Not Available
<b>Licensors</b> <u>Mrs./Shrimati/Miss. JACOB HORTENCIA</u> through her P.O.A Mrs./Shrimati/Miss. <u>JACOB CECILIA JUDITH</u> <b>Address:</b> Flat No:JN-3/5/11, Building Name:BHARAT APARTMENT, Block Sector:VASHI, Road:SECTOR 10, NAVI MUMBAI, THANE, MAHARASHTRA, 400703	Not Available	Not Available	Not Available
<b>Licensees</b> <u>Mr.PATIL ANKIT</u> <b>Address:</b> Flat No:101, Building Name:BLOCK B, Block Sector:RADHA KRISHNA TOWER, Road:BAGH SEWANIA, HUZUR, BHOPAL, MADHYA PRADESH, 462043	Not Available	Not Available	Not Available
<b>Licensees</b> <u>Mr.KUMAR KAPIL</u> <b>Address:</b> Flat No:733/21, Block Sector:NARENDER NAGAR, Road:GALI NO 4, SONIPAT, SONIPAT, HARYANA, 131001	Not Available	Not Available	Not Available
<b><u>Witness of execution of all executants</u></b> <u>BHUJBAL SAJESH</u>  <b>Address:</b> Block Sector:LODHA PALAVA CITY, Road:CASA RIO, DOMBIVALI EAST, THANE, MAHARASHTRA, 421204	Not Available	Not Available	Not Required
<b><u>Witness of execution of all executants</u></b> <u>BHUJBAL SANDHYA</u>  <b>Address:</b> Block Sector:LODHA PALAVA CITY, Road:CASA RIO, DOMBIVALI EAST, THANE, MAHARASHTRA, 421204	Not Available	Not Available	Not Required