

called the "LICENSEE" (which expression shall wherever the context so permits mean and include his successors, assignee, executors and administrators) of the OTHER PART :

WHEREAS the LICENSOR is the exclusive and legal owner and absolutely seized and possessed of and otherwise well and sufficiently entitled to a residential premises comprising on ONE Bedroom, Hall, Kitchen, W.C. Bath being FLAT NO. 113, 11TH FLOOR, Building No. 1, VIJAY ENCLAVES, WAGBIL NAKA, OPPOSITE TO SURAJ WATER PARK, GHORBUNDER ROAD, THANE (WEST) – 400615 admeasuring about 625 sq.ft. (Built-up) Area, more particularly described in the Schedule hereunder written and hereinafter called as "the said Flat Premises".

AND WHEREAS the LICENSOR is desirous of giving the above said Flat Premises on Leave and License under Section 24 of the Maharashtra Rent Control Act 1999 (Act 18 of 2000) :

AND WHEREAS the LICENSEE is in need of temporary Residential Premises for herself and her family members and has approached the LICENSOR once again to allow him to use and occupy the said Flat premises on Leave and License basis for a temporary period of 19 (Nineteen) months only commencing from 19th day of Jan, 2015 and expiring on 30th day of September, 2016.

AND WHEREAS the LICENSOR has agreed to allow the LICENSEE to use and occupy the said Flat Premises on Leave and License basis for a temporary period of 19 (Nineteen) months commencing from 19th day of Jan, 2015 on terms and conditions mutually agreed upon by both the parties hereinafter appearing :



IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The LICENSOR hereby grants to the Licensee a revocable Leave and License to use and occupy the said Flat Premises without creating any tenancy right or any other rights, title and interest in favour of the LICENSEE.
2. The LICENSOR shall be deemed to be in judicial possession of the said Licensed Premises and the LICENSEE will use and occupy the premises with the License of the LICENSOR. The Licensed premises shall always remain with the LICENSOR and the LICENSEE is only permitted to use the premises and this agreement. It is agreed that it is not intended to create the relationship of "Landlord" and "Tenant" by execution of this Agreement of Leave and License.
3. It is hereby agreed between the parties hereto that at all times the possession of the said Flat Premises shall be of the LICENSOR alone and the LICENSEE shall have only the right to use and occupy the said Flat Premises for the period mentioned herein. The Licensor shall give a duplicate key of the said Flat Premises to the Licensee and the original of the said Licensed Premises shall always remain with the LICENSOR. It is agreed that the duplicate key has been given to the Licensee only for the purpose of convenience.
4. The LICENSEE shall pay Rs.13000/- (Rupees Thirteen Thousand only) for month as and by way of monthly compensation for the use and occupation of the Licensed Premises and inclusive of the maintenance charges. The compensation so stipulated shall be paid by the LICENSEE to the LICENSOR on or before the 10th day of each calendar month in advance without fail.
5. The LICENSEE on or before execution of this Leave and License Agreement has paid to the LICENSOR the sum of Rs.100000/- (Rupees One Lac Only) by Cash, as and by way of interest free Security Deposit for due performance and observance of the terms and conditions contained in Leave and Licence Agreement which will be



returned to the LICENSEE on expiry of this Agreement after deducting arrears of monthly compensation and after adjusting the arrears of Electricity / Telephone Charges and Mahanagar Gas Bills, if any.

6. Notwithstanding anything to the contrary contained on the determination or sooner termination of the License in terms of the said Leave and License Agreement, if the LICENSEE is ready and willing to handover the peaceful possession of the said flat Premises to the LICENSOR but the Licensor do not refund the Security Deposit for any reason whatsoever, despite he written notice being received from the LICENSEE then in such event without prejudice to any other right / remedy available the LICENSEE shall be entitled to retain the Licensed Premises w3ithout being liable to pay1 the compensation effective from that date till the time the LICENSOR refunds and said Security Deposit in full to the LICENSEE.
7. The said Flat Premises shall be used only for residential purpose by the LICENSEE and his bonafide family members shall not use for any illegal purpose by the LICENSEE.
8. The LICENSEE shall not make or permit to do any alteration of addition to the construction or arrangement (internal or external)to the Licensed Premises without previous consent in writing from the LICENSOR. The minor day-to-day repairs such as replacement of fuses, fixing of leaking water tamps, minor maintenance of electrical / sanitary pipes, changes in the electrical system, crack in construction, etc. shall be the responsibility of the LICENSEE and shall be repaired / replaced by the LICENSOR at the cost of the LICENSEE.
9. That the LICENSEE shall not claim any tenancy right and shall not part with the possession of the said flat premises to any outsider except the LICENSOR and shall not transfer, assign, sublet or grant any license or sub-license in respect or part with the possession of the Licensed Premises of any part thereof and also shall not mortgage or raise any loan against the said Flat Premises.

g.

AL

10. The LICENSEE shall maintain the said Flat Premises in its existing condition, and damage, if any, caused to the said Flat Premises the same shall be repaired by the LICENSEE at its own cost subject to normal wear and tear.
11. It is agreed between the parties hereto that all outgoings including all rates, taxes, levies assessment, maintenance charges, non occupancy charges, etc. in respect of the said Flat Premises shall be paid by the LICENSOR.
12. That the LICENSEE shall pay regularly the Electricity Bills for the respective consumption to the authorities concerned. Any penalty levied by the these agencies due to any delay in payment shall be borne by LICENSEE and such duly paid bills will be retained for he Licensor's information and records.
13. That the LICENSEE shall on reasonable notice given by the LICENSOR give access to the LICENSOR or his / her authorised representative to enter, view and inspect the Flat Premises or purpose of inspection at reasonable intervals.
14. It is hereby agreed by the LICENSEE that immediately on the termination of this Agreement the LICENSEE shall vacate the said Flat Premises without let or hindrance under Section 24 of the Maharashtra Rent Control Act, 1999 i.e. Act 18 of 2000 with special reference to subsection (2) & (3) of Section 24 thereof.
15. In the event of any breach of the terms and conditions of this agreement by the LICENSEE the LICENSOR shall be entitled to revoke and / or cancel the Licence hereby granted by giving One Month's Notice in writing and thereupon the LICENSEE, and staff members shall remove themselves from the said Flat Premises with all its / their goods and belongings and simultaneously the LICENSOR shall refund the Security Deposit to the Licensee. The Licensee too will have the right to vacate the said premises by giving a notice in writing of One Month of the LICENSOR and simultaneously the Licensor shall refund the Security Deposit to the LICENSEE.
16. In the event of any change, modification or amendment in Law relating to Leave and Licence by any Act of Legislation, Notification, Ordinance, Judgment or otherwise



however, by virtue whereof the LICENSEE is granted, conferred under these presents as contemplated under Maharashtra Rent Control Act, 1999, then in such an event this Agreement shall come to an end muttatis mutandis on the day prior to such legislation notwithstanding the tenure of the licence granted hereunder.

17. That upon expiry period of this Leave and License Agreement i.e. on 30th Day of September – 2016 the LICENSEE shall remove herself her family along with all house hold articles, belongings from the said Flat premises and handover the vacant and peaceful possession of the said Flat Premises to the LICENSOR and simultaneously the LICENSOR shall refund the Security Deposit to the LICENSEE after adjusting arrears of monthly compensation / rent, arrears of electricity charges, telephone charges and arrears of Mahanager Gas Bills, if any.
18. The Stamp Duty and Registration Charges, if any, will be shared equally by and between both the parties in equal proportion. The original copy of the Agreement will remain with the LICENSOR and the Photocopy of the same shall be handed over the LICENSEE.



SCHEDULE OF PROPERTY ABOVE REFERRED

A Residential Premises being FLAT NO. 113, 11TH FLOOR, Building No. 1, VIJAY ENCLAVES, WAGBIL NAKA, OPPOSITE TO SURAJ WATER PARK, GHORBUNDER ROAD, THANE (WEST) – 400615, admeasuring about 625 Sq.Ft. (Built-up) area, in the Registration District and Sub- District of Thane and within the limits of "M/East" Ward Office of Municipal Corporation of Thane.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seal the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED)

by the within named "LICENSOR")

Mr. ANANDA GANGARAM PAWAR)



in the presence of _____)

LICENSOR


1)

2)

SIGNED, SEALED AND DELIVERED)

by the within named "LICENSEE")

Ms. GUNJAN PODDAR)



in the presence of _____)

LICENSEE

1)

2)