

Particulars	Amount Paid	GRN/Transaction Id	Date
Stamp Duty	Rs. 1700.00/-	MH002902196202021E	01/08/2020
Registration Fee	Rs. 1000/-	MH002902196202021E	01/08/2020

## LEAVE AND LICENSE AGREEMENT

This agreement is made and executed on 01/08/2020 at Dahisar West

Between,

1) **Name:** Mr. Almeida Prem Brazanton, Age : About 45 Years, PAN : AGCPA2807R Residing at: Building Name:Natalina Niwas, Block Sector:Opp. Nirmal Lake, Road:Dalmet wadi, Nirmal, Vasai West, Thane, Maharashtra, 401304

2) **Name:** Mrs Almeida Sybel Prem, Age : About 39 Years, PAN : AHZPA9983G Residing at: Building Name:Natalina Niwas, Block Sector:Nirmal Lake, Road:Damet Wadi, Vasai West, Thane, Maharashtra, 401304

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. Shah Priyank Dhirendra, Age : About 29 Years Residing at: Flat No:C-10, Building Name:Pokar Kunj CHS Ltd, Block Sector:Near Vijaya Hotel, Road:L T Road , Dahisar West, Mumbai, Maharashtra, 400068

HEREINAFTER called 'the Licensee' (which expression shall mean and include only Licensee 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 Licensee herein is in need of temporary premises for Residential use has/have approached the Licensors with a request to allow the Licensee herein to use and occupy the said premises on Leave and License basis for a period of 22 Months commencing from 15/08/2020 and ending on 14/06/2022, on terms and subject to conditions hereafter appearing.

AND WHEREAS the Licensors has agreed to allow the Licensee 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:-





LEAVE AND LICENSE AGREEMENT

**1) Period:** That the Licensors hereby grants to the Licensee 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 Licensee for a period of 22 Months commencing from 15/08/2020 and ending on 14/06/2022

**2) License Fee & Deposit:** That the Licensee shall pay to the Licensors the following amount per month towards the compensation for the use of the said Licensed premises.

a) Rs. 29000/- (Twenty-Nine Thousand Only) per month for the first 11 months,

b) Rs. 30450/- (Thirty Thousand Four Hundred and Fifty Only) per month for the next 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. 100000 interest free refundable deposit, for the use of the said Licensed premises.

**3) Payment of Deposit:** That the Licensee have paid / shall pay the above mentioned deposit/premium as mentioned above by Cheque/NEFT/RTGS No. 2041719926, dated - 01/08/2020, drawn on the Licensee's Banking Account with Icici banking corp.ltd Bank, Dahisar West Branch, Amount Rs.100000/- (One Lakh Only)

**4) Maintenance Charges:** That the all outgoing 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 Licensee for Residential purpose. The Licensee 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 Licensee at its own cost subject to normal wear and tear. The Licensee 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 Licensee 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 Licensee 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 Licensee 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) Cancellation:** That, Subject to the condition of lock in period (if any), if the Licensee commits 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 Licensee 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.

**11) Possession:** That the immediately at on the expiration or termination or cancellation of this agreement the Licensee shall vacate the said premises without delay with all his goods and belongings. In the event of the Licensee failing and / or neglecting to remove himself 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 Licensee and his belongings from the Licensed premises, without recourse to the Court of Law.

**12) 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. 1801, Built-up :0 Square Meter, situated on the 18th Floor of a Building known as 'Siddhi Samarpan' standing on the plot of land bearing Survey Number :25,Road: J S Road, Near Honda Showroom, Location: Dahisar West, Mumba - 400068, of Village:Dahisar,situated within the revenue limits of Tehsil Borivali and Dist Mumbai Sub-urban District and situated within the limits of 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.



Name & Address	Photo	Thumb Image	Digitally signed
<b>Licensors</b> <u>Mr. Almeida Prem Brazanton</u> <b>Address:</b> Building Name: Natalina Niwas, Block Sector: Opp. Nirmal Lake, Road: Dalmat wadi, Nimal, Vasai West, Thane, Maharashtra, 401304			Not Available
<b>Licensors</b> <u>Mrs Almeida Sybel Prem</u> <b>Address:</b> Building Name: Natalina Niwas, Block Sector: Nirmal Lake, Road: Dalmat Wadi, Vasai West, Thane, Maharashtra, 401304			Not Available
<b>Licensee</b> <u>Mr. Shah Priyank Dhirendra</u> <b>Address:</b> Flat No: C-10, Building Name: Pokar Kunj CHS Ltd, Block Sector: Near Vijaya Hotel, Road: L T Road, Dahisar West, Mumbai, Maharashtra, 400068			Not Available
<b>Witness of execution of all executants</b> <u>Padia Sagar</u> <b>Address:</b> Flat No: C-45, Building Name: Damubhai Nagar, Block Sector: Dahisar West, Road: R K Road, Dahisar, Mumbai, Maharashtra, 400068			Not Required
<b>Witness of execution of all executants</b> <u>Shah Drishti</u> <b>Address:</b> Flat No: A-403, Building Name: Rajeshree Apt., Block Sector: Kandivali, Road: Mahavir Nagar, Kandivali West, Mumbai, Maharashtra, 400067			Not Required

#### Admission Of Execution / Identification

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





Type of Party, Name & UID	Date & Time of Admission	Date ,Time of Verification with UIDAI	Information received from UIDAI(Name,Gender,Aadhaar No,Photo)
<b>Licensors</b> <u>Almeida Prem</u> <u>Brazanton</u>	01/08/2020 02:54:41 PM	01/08/2020 02:55:04 PM	Prem Brazanton Almeida, Male, XXXX XXXX 0126
<b>Licensors</b> <u>Mrs Almeida</u> <u>Sybel Prem</u>	01/08/2020 02:54:01 PM	01/08/2020 02:54:25 PM	Sybel Prem Almeida, Female, XXXX XXXX 0829
<b>Licensee</b> <u>Shah Priyank</u> <u>Dhirendra</u>	01/08/2020 12:03:05 PM	01/08/2020 12:03:32 PM	Priyank Dhirendra Shah, Male, XXXX XXXX 9295
<b>Identifier for all executants</b> <u>Padia Sagar</u>	01/08/2020 12:07:46 PM	01/08/2020 12:08:52 PM	Sagar Harshad Padia, Male, XXXX XXXX 0226
<b>Identifier for all executants</b> <u>Shah Drishti</u>	01/08/2020 12:05:00 PM	01/08/2020 12:06:23 PM	Drishti Ketan Shah, Female, XXXX XXXX 2008

