

Particulars	Amount Paid	GRN/Transaction Id	Date
Stamp Duty	Rs. 3462.00/-	MH111111111111111E	29/08/2018
Registration Fee	Rs. 1000/-	MH111111111111111E	29/08/2018

LEAVE AND LICENSE AGREEMENT

This agreement is made and executed on at Mumbai

Between,

1) **HUF:** Prashant Gajanan Shetye Residing at: Flat No:A601, Building Name:Acme Aamay, Block Sector:N/A, Road:Vishweshwar Nagar Rd, Goregaon East, MUMBAI, MAHARASHTRA, 400063 through her Authorized Person Mrs./Shrimati/Miss. Shetye Madhura Prashant, Age : About 42 Years, Aadhaar: XXXX XXXX 9349 Residing at: Flat No:A 601/602, Building Name:Acme Aamay CHS, Block Sector:N/A, Road:Vishweshwar Nagar Rd, Goregaon East, MUMBAI, MAHARASHTRA, 400063

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

AND

1) **Private Limited Company:** Pavitra Securities and Services Pvt Ltd , PAN: AABCS1268C, CIN: U67120MH1995PTC088836 Residing at: Flat No:B-1102, Building Name:Shagun Tower CHS, Block Sector:Malad (East), Road:Gen. A. K. Vaidya Marg, MUMBAI, MAHARASHTRA, 400097 through Authorized Person Mr. Agarwal Sandeep V, Age : About 51 Years, Occupation : Business, PAN: AABPA2814M, Aadhaar: XXXX XXXX 7928 Residing at: Flat No:B-1102, Building Name:Shagun Tower CHS, Block Sector:Malad (east), Road:Gen. A. K. Vaidya Marg, MUMBAI, MAHARASHTRA, 400097

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

WHEREAS the Licenser is 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 Licenser with a request to allow the Licensee herein to use and occupy the said premises on Leave and License basis for a period of 36 Months commencing from 01/09/2018 and ending on 31/08/2021, on terms and subject to conditions hereafter appearing.

AND WHEREAS the Licenser have agreed to allow the Licensee herein to use and occupy the said Licensed premises for his/her/their 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 Licensor 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 36 Months commencing from 01/09/2018 and ending on 31/08/2021

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

- a) Rs. 35000/- (Thirty-Five Thousand Only) per month for the first 12 months,
- b) Rs. 36700/- (Thirty-Six Thousand Seven Hundred Only) per month for the next 12 months,
- c) Rs. 38700/- (Thirty-Eight Thousand Seven Hundred Only) per month for the next 12 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. 200000 interest free refundable deposit, for the use of the said Licensed premises.

3) Payment of Deposit: 1] That the Licensee have paid / shall pay the above mentioned deposit/premium as mentioned above by Cheque/NEFT/RTGS No. 774194 , dated – 14/08/2018 , drawn on the Licensee's Banking Account with Other than the list Bank, Mumbai Branch. Amount Rs. 100000/- (One Lakh Only) 2] That the Licensee have paid / shall pay the above mentioned deposit/premium as mentioned above by Cash. 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 Licensor.

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 Licensor 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 Licensor.

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 Licensor shall on reasonable notice given by the Licensor to the Licensee shall have a right of access either by himself / herself / 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 24 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 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 Licensor 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 Licensor as mentioned earlier.

12) 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/her/their goods and belongings. In the event of the Licensee failing and / or neglecting to remove himself / herself / themselves and / or his/her/their articles from the said premises on expiry or sooner determination of this Agreement, the Licensor shall be entitled to recover damages at the rate of double the daily amount of compensation per day and or alternatively the Licensor shall be entitled to remove the Licensee and his/her/their belongings from the Licensed premises, without recourse to the Court of Law.

13) Miscellaneous: 1) Owner confirms the receipt of Rs.1Lac as deposit and Tenant agrees to pay remaining 1L deposit on 29 August 2) Rent would start from the day Owner offers Tenant to move in their belonging.. Ideally on 1Sept 3) Rent would be paid on or before 10th of every month, at the beginning of rent month. 4) Rent Late payment penalty 1100 on 11th day and then Rs.100 per day from 12th day 5) Society Maintenance bill would be paid by Owner 6) Maintenance of office equipment, AC, light or light fixtures, furniture, would be done by Tenant. 7) Office space, Bathroom, Pantry etc cleaning would be done by Tenant. 8) Office utilities (Electric, Water, Net, Phone etc) would be paid by Tenant. 9) Registration cost would be paid 50-50% by both the parties.

14) 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. 602, Built-up :420.30 Square Feet, situated on the Floor of a Building known as 'Deelmas' standing on the plot of land bearing Survey Number :540, Road: Sonawala Road No 2, Location: Mumbai - 400063, of Village: Goregaon, 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.

Document not yet registered