

LEAVE AND LICENSE AGREEMENT

This agreement is made and executed on at PUNE

Between,

- 1) **Name:** Mr. Mayank Gupta, Age : About 37 Years, PAN : AHNPG1899B, Email-id: Mayank2385@gmail.com Residing at: Flat No:D-2003, Floor No:20Th, Building Name:Mayuresh Residency, Block Sector:Opp. Asian Paints, Road:L.B.S. Marg, Bhandup West, Mumbai, Maharashtra, 400078

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

AND

- 1) **Name:** Mr. Mayur Bhaskar Mahajan, Age : About 26 Years, Email-id: mayurbmahajan14@gmail.com Residing at: Flat No:1, Building Name:Rutwik Heights, Block Sector:Right Bhusari Colony, Near Kothrud Bus Depot, Road:Paud Road, Ex. Serviceman Colony, Kothrud, Pune, Maharashtra, 411038
- 2) **Name:** Mr. Ravi Kant, Age : About 26 Years, Email-id: ravikant20june@gmail.com Residing at: Block Sector:Near Peer Baba Mazar, Road:Koeri Bari, Nadra Ganj, Gaya, Bihar, 823001

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

WHEREAS the Licensor 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 Licensees herein are in need of temporary premises for Residential use has/have approached the Licensor 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 15/09/2022 and ending on 14/08/2023, on terms and subject to conditions hereafter appearing.

AND WHEREAS the Licensor have 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 Licensor 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 15/09/2022 and ending on 14/08/2023
- 2) License Fee & Deposit:** That the Licensees shall pay to the Licensor License fee at the rate of Rs. 24000(Twenty-Four Thousand Only) per month towards the compensation and Rs. 55000(Fifty-Five 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. 55000/- (Fifty-Five 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 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 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

Licensor 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 Licensor.
- 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 Licensor shall on reasonable notice given by the Licensor to the Licensees 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) **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 Licensor 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 Licensor as mentioned earlier.
- 11) **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 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 Licensees and his belongings from the Licensed premises, without recourse to the Court of Law.
- 12) **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

13) Miscellaneous: Furniture and Appliances:-Sofa, Dining Table With 6 Chairs, TV with TV Stand and Tata Sky, Shoe Rack, Double bed for Both Rooms, Dressing Table, Cupboards for Both Rooms, Fully Automatic Washing Machine, Double Door Fridge, Gas Stove, Centre Table, Water Filter, Food Processor, Kitchen Rack and Misc. Items, Geysers in both Bathrooms, Fans and Tube light in entire House.

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.

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. H-1705, Built-up :780 Square Feet, situated on the 17TH Floor of a Building known as 'MEGAPOLIS, SANGRIA' standing on the plot of land bearing Plot Number :R1/1 TO R1/4, Road: RAJIV GANDHI INFOTECH PARK, HINJAWADI, PHASE-3, Location: AT. PO.MAAN, TQ.MULSHI, PUNE, MAHARASHTRA-411057, of Village:Maan, situated within the revenue limits of Tehsil Mulashi and Dist Pune

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 | Furniture and Appliances Add to Miscellaneous | 1 |

