

LEAVE AND LICENSE AGREEMENT

THIS AGREEMENT of **‘LEAVE AND LICENSE’** made this day of **1 MAY 2024** between **JOSHI JAYSHREE NIRAVBHAI** Hindu by religion, having their Contact address at: W/O NIRAVBHAI ,C-401, SWARNIM SQUARE NEAR MALBARCOUNTRY 1,BEHIND NIRAMA UNIVERSITY, CHAROODI,TRAGAD,AHMEDABAD,GUJARAT , 382470 (Hereinafter called the **‘LICENSOR’** which expression shall, unless excluded by or repugnant to the context include their heirs, successors, executors, administrators, legal representatives and assignee) of the **‘ONE PART’**.

AND

RAMESHBHAI ARJANBHAI VARDANGAR age 59 years, her permanent address: W/O RAMESHBHAI BRAHMAN STREET NR MAHALAXMI TEMPLE, MENDARADA, JUNAGADH, GUJARAT-362260 AND HIS 3 OTHER PATNER (Hereinafter called the **‘LICENSEE’** which expression shall unless excluded by or repugnant to the content include their successors, executors, administrators, legal representatives and assignee) of the **‘OTHER PART’**.

Whereas the Licensor is the full and absolute owner of the residential premises situated at following location **3-C-401, SWARNIM SQUARE NEAR MALBARCOUNTRY 1, BEHIND NIRAMA UNIVERSITY, CHAROODI, TRAGAD, AHMEDABAD, GUJARAT, 382470** (hereinafter referred to as the said Residential Premises).

LICENSOR:_____

LICENSEE:_____

And whereas the Licensee has requested the Licensor to allow it to use and occupy the said premises on Leave and License Basis from 1ST MAY 2024 to 31ST APRIL 2025.

And whereas the Licensor has agreed to allow the Licensee to use and occupy the said premises on the terms and conditions hereinafter mentioned.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

- **PURPOSE:**
That the Licensor hereby grants **Leave and License** to the Licensee to use and occupy the said premises for residential purpose with effect from 1ST MAY 2024.

- **LICENSE FEE:**
That the Licensee shall pay to the Licensor of the premises for using and occupy the said premises, as the **License fee of RS.7500/-(Seven Thousand Five Hundred Only) per month INCLUDING MAINTANANCE AND INCLUDING Taxes** payable at ADVANCE OF month on or before 10TH day of each English Calendar Month.

- **DEPOSIT:**
However, the licensee has deposited with the Licensor a non-interest-bearing refundable security deposit of **RS. 8000/- (Eight THOUSAND Only)** and which will be refunded by the Licensor against vacating the above premises with clearing all the outstanding dues towards Electricity Bills and/or reimbursement against any damages, give possession to the Licensor and other whichever applicable as per this Agreement on producing copies of payments made to the concerned authorities to the Licensor.

- **OTHER CHARGES:**
 - a. **ELECTRICITY (Service No. 2588720)**

It is agreed that the LICENSOR shall provide the licensee with electric connection is available for power use, The **Licensee** shall pay for electricity charges separately which will be Inclusive of the License Fees of the concerned service no. 2588720. Last meter reading number is _____.

 - b. **SOCIETY’S/ASSOCIATION’S COMMON MAINTENANCE CHARGES:**
That the **LICENSEE** shall pay the Society’s/Association’s all common maintenance charges whichever and whenever applicable by society.

 - c. **LOCAL AUTHORITY TAXES:**
That the **LICENSOR** shall pay the Local Authority taxes/Ahmadabad Municipal Corporation taxes and all other kind of taxes which will be exclusive of the License fee, which will be effective from possession date to end date.

1. LICENSE PERIOD:

The period of this leave and license agreement will be maximum of **11 MONTH AND 29 DAYS commencing from 1ST MAY 2024.**

2. RENEWAL OPTION:

This agreement shall be renewable by the consent of both the parties for a maximum of further one term of **11 MONTH AND 29 DAYS** on the same terms and conditions and if this agreement be renewed, the license fee will be increased by **5%** in the license fee. The existing agreement will be terminated. In the case of termination, the Licensee will hand over the vacant and peaceful possession back to the Licensor without delay.

3. That the Licensee hereby agrees, undertake and ensure that by virtue of its use and occupation of the said premises under these presents, it shall not carry out any alterations, major or minor to the premises or shall not damage or cause any act or waste therein or otherwise act in any manner prejudicial to the interests of the Licensor.

4. That the Licensee is not supposed to carry out any structural alterations, changes in layouts, fitting or fixtures in the said premises.

5. That the Licensee shall not keep any hazardous or inflammable items/goods etc. in the said premises which is prohibited by the law. And licensee cannot keep or use any item which is prohibited by the law of state Government or Central Government.

6. That the Licensee shall not carry out any antisocial activity or business prohibited under the prevailing act of law.

7. That the Licensee shall not create any kind of nuisance/annoyance or hindrance in the said premises or its surrounding neighborhood and the society-association's norms, rules and regulations will be binding to the Licensee and its occupant.

8. That the Licensee shall permit the Licensor to enter upon the demised premises for inspection and carry out repairs etc. as and when necessary.

9. That the Licensee shall bear the current day to day minor repairs and maintenance of the said premises.

10. **30 Days'** notice from either Licensee or Licensor in writing will be sufficient to terminate this agreement and, on such termination, the Licensee will hand over the vacant and peaceful possession back to the Licensor. THERE WILL BE 12 MONTHS OF LOCK-IN PERIOD FROM BOTH THE SIDE AS PER MUTUAL UNDERSTANDING.

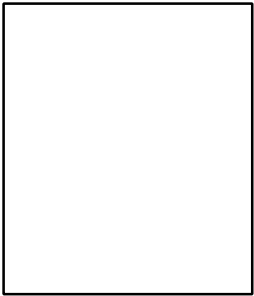
11. That the Licensee shall not sub-license, assign or sublet any part or whole of the said premises to anybody during the License period.

12. It being the express intention of both the parties that this is purely a Leave and License Agreement, and nothing herein contained shall constitute any tenancy or sub-tenancy between the Licensors and the Licensee.
13. That the said premises allowed to **RAMESHBHAI ARAJANBHAI VARDANGAR** for the **RESIDENTIAL** purpose only.
14. That the original copy of this agreement will be retained by the Licensors and photocopy of agreement will be retained by Licensee with original signature of Licensors.
15. That the Licensors hereby warrants to the Licensee that he/she is the member of the said society/Association and is entitled to enter into and execute this agreement. The Licensors further warrants that there are no outstanding payments or taxes required to be paid to the said society/Association or to anybody or authority or any proceeding pending in connection with the ownership or otherwise of the said premises.
16. The Licensors also agree(s) that the Licensee paying the License Fee hereby (reserved and performing the conditions herein contained) shall peacefully and quietly possess and enjoy the said premises during the tenancy of the Agreement without interruption or disturbance by the Licensors.
17. The terms of this Agreement shall not be altered or added to nor shall anything be omitted from this Agreement except by means of an Agreement in writing duly signed by the parties hereto.
18. In case of any dispute, all claims will be settled in the court of the Ahmedabad jurisdiction only.
19. On the request of the licensee, the Licensors has provided the following fixtures, fittings and amenities in good and working condition. The licensee has agreed to return them in the same satisfactory condition (normal wear and tear accepted) at the time of vacating the above-mentioned premises.

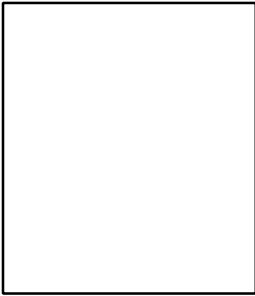
IN WITNESS where of the Licensors and the Licensee have herein to set and subscribed their respective hand sand seals the day and year first herein above written.

LICENSOR:_____

LICENSEE:_____



LICENSOR
JOSHI JAYSHREE NIRAVBHAI



LICENSEE
RAMESHBHAI ARAJANBHAI VARDANGAR

WITNESS

WITNESS