Particulars	Amount Paid	GRN/Transaction Id	Date
Stamp Duty	Rs. 957.90/-	MH000094725201819E	04/04/2018
Registration Fee	Rs. 1000/-	MH000094725201819E	04/04/2018

LEAVE AND LICENSE AGREEMENT

This agreement is made and executed on <u>04/04/2018</u> at <u>Pune</u> Between,

1) **Name:** Mrs./Shrimati/Miss.<u>Waradkar Shalaka Hemant</u>, Age: About <u>39</u> Years, Occupation: <u>Housewife</u>, PAN: <u>AAUPW2762P</u>, Aadhaar: <u>XXXX XXXX 3479</u> Residing at: <u>Flat No:403</u>, Building Name:Gaurang, Block Sector:Prasun dham chsl, Road:Thergaon road, Thergaon, , , 411033

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.Sheth Urvishkumar Girishkumar, Age: About 34 Years, Occupation: Service, Aadhaar: XXXX XXXX 3216 Residing at: Block Sector:Gujarat, Road:Janatanagar road, Gujarat, AHMEDABAD, GUJARAT, 380061
- 2) **Name:** Mrs./Shrimati/Miss.<u>Sheth Shruti Urvishkumar</u>, Age : About <u>33</u> Years, Occupation : <u>Housewife</u>, Aadhaar: <u>XXXX XXXX 3119</u> Residing at: <u>Block Sector:Gujarat</u>, Road:Janatanagar road, Gujarat, AHMEDABAD, GUJARAT, 380061
- 3) **Name:** Mr. <u>Patel Kalpeshkumar Bhanubhai</u>, Age: About <u>33</u> Years, Occupation: <u>Service</u>, Aadhaar: <u>XXXX XXXX 6540</u> Residing at: <u>Block Sector:Ahmedabad</u>, Road:., Ahmedabad, AHMEDABAD, GUJARAT, 380013

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 <u>Residential</u> 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 <u>22</u> Months commencing from <u>15/03/2018</u> and ending on <u>14/01/2020</u>, 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 <u>Residential</u> 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 $\underline{22}$ Months commencing from 15/03/2018 and ending on 14/01/2020
- 2) License Fee & Deposit: That the Licensees shall pay to the Licensor License fee at the rate of Rs. 17000(Seventeen Thousand Only) per month towards the compensation and Rs. 50000(Fifty 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.50000/-(Fifty 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) Lock in period:** Both the parties have agreed to set a lock-in period of <u>11</u> 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 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.
- **12) 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.
- **13) Miscellaneous:** A:- In Event of Lease breakage before the Tenure ,party breaking the Lease will have to pay 50 percent of the lease charges Inclusion of Stamp Duty,Registration and Lawyer charges to the other party. B:- Furniture and Appliances list with given quantity: Hall: Ceiling Fans , Videocon TV with wall unit 1, Old Sofa Set with 2 new cushions, one coffee table 1 ,Plus 1 Plus 3 Seater and 2 set of covers, Shoe Rack rot iron- 1. Bedroom first: Ceiling Fan and , Beds 2, 2 door cupboard with mirror 1, Racold Geyser 1, Mirror and bucket 1 each. Bedroom second: Ceiling Fan , 1 Each,Beds 2, 2 door cupboard with mirror 1,Racold Geyser 1, Mirror and bucket 1 each. Passage: Mirror and . Kitchen: Water purifier 1, HP Cylinder 1, Dining table 1, Chairs 4, Fridge 1, Dish rack 1, Crockery Box 1. Dry balcony: Washing machine, semi automatic -1.
- **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 <u>Licensee and Licensor</u> 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 <u>Apartment/Flat</u> No. <u>B - 501</u>, <u>Built-up :839</u> <u>Square Feet</u>, situated on the <u>5</u> Floor of a Building known as '<u>Capital towers</u>' standing on the plot of land bearing <u>Survey Number :210</u>,Road: <u>Datta mandir road</u>, <u>Location: Wakad,pune - 411057</u>, of Village: <u>Wakad</u>, situated within the revenue limits of Tehsil <u>Haveli</u> and Dist <u>Pune</u> and situated within the limits of Pimpari-Chinchavad 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
Licensor Mrs./Shrimati/Miss.Waradkar Shalaka HemantAddress:Flat No:403, Building Name:Gaurang, Block Sector:Prasun dham chsl, Road:Thergaon road, Thergaon, , , 411033			Not Available
Licensees Mr.Sheth Urvishkumar Girishkumar Address: Block Sector:Gujarat, Road:Janatanagar road, Gujarat, AHMEDABAD, GUJARAT, 380061			Not Available
Licensees Mrs./Shrimati/Miss.Sheth Shruti UrvishkumarAddress: Block Sector:Gujarat, Road:Janatanagar road, Gujarat, AHMEDABAD, GUJARAT, 380061			Not Available
Licensees Mr.Patel Kalpeshkumar BhanubhaiAddress: Block Sector:Ahmedabad, Road:., Ahmedabad, AHMEDABAD, GUJARAT, 380013			Not Available
Witness of execution of all executants Thorat Vishal Address: Block Sector:Vitthal mandir, Road:Undale road, Ond, SATARA, MAHARASHTRA, 415111			Not Required
Witness of execution of all executants Thorat Rahul Address: Block Sector:Vitthal mandir, Road:Undale road, Ond, SATARA, MAHARASHTRA, 415111			Not Required

Admission Of Execution / Identification



The following parties have admitted that they have executed the Agreement of Leave and Licenses & the identifires 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)	
Licensor Waradkar Shalaka Hemant XXXX XXXX		24/03/2018 04:38:23 PM	Shalaka Hemant Waradkar, Female, XXXX XXXX 3479	
Licensees Sheth Urvishkumar		24/03/2018 04:39:29 PM	Urvishkumar Girishkumar Sheth, Male, XXXX XXXX 3216	
Licensees Sheth Shruti Urvishkumar XXXX XXXX 3119		24/03/2018 04:40:40 PM	Shruti Urvishkumar Sheth, Female, XXXX XXXX 3119	
Licensees Patel Kalpeshkumar Bhanubhai XXXX XXXX		24/03/2018 04:41:45 PM	Kalpeshkumar Bhanubhai Patel, Male, XXXX XXXX 6540	Stin. F
identifier for all executants Thorat Vishal XXXX XXXX 9387	04/04/2018	04/04/2018 08:51:06 AM	Vishal Nanaso Thorat, Male, XXXX XXXX 9387	
identifier for all executants Thorat Rahul XXXX XXXX 3833	04/04/2018		Rahul Ramchandra Thorat, Male, XXXX XXXX 3833	

