

Particulars	Amount Paid	GRN/Transaction Id	Date
Stamp Duty	Rs. 641.70/-	MH003317229202021E	12/08/2020
Stamp Duty	Rs. 1/-	MH003317298202021E	12/08/2020
Registration Fee	Rs. 1000/-	MH003317229202021E	12/08/2020

LEAVE AND LICENSE AGREEMENT

This agreement is made and executed on 17/08/2020 at THANE

Between,

1) **Name:** Mr. Vishal Arjun Khandekar, Age : About 38 Years, PAN : ARJPK9538R Residing at: Flat No:405, Building Name:Nandidham CHS, Block Sector:Plot No 29, Road:Sector 42A, Nerul Navi Mumbai, Thane, Maharashtra, 400706

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

AND

1) **Name:** Mr. Raj Jagdish Mishra, Age : About 34 Years, PAN : BBWPM0341N Residing at: Flat No:G-2, Building Name:BRAHMAND SOCIETY BLDG NO E-6, Block Sector:AZAD NAGAR, Road:GHODBUNDER ROAD, SANDOZBAUGH, Thane, Maharashtra, 400607

2) **Name:** Mrs Babita Mishra, Age : About 35 Years, PAN : EGMPM2544B Residing at: Flat No:G-2, Building Name:BRAHMAND SOCIETY BLDG NO E-6, Block Sector:AZAD NAGAR, Road:GHODBUNDER ROAD, SANDOZBAUGH, Thane, Maharashtra, 400607

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

WHEREAS the Licensors 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 Licensors 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 20/08/2020 and ending on 19/07/2021, on terms and subject to conditions hereafter appearing.

AND WHEREAS the Licensors have agreed to allow the Licensees herein to use and occupy the said Licensed premises for her 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 20/08/2020 and ending on 19/07/2021

2) License Fee & Deposit: That the Licensees shall pay to the Licensor License fee at the rate of Rs. 22500(Twenty-Two Thousand Five Hundred Only) per month towards the compensation and Rs. 100000(One Lakh 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 Cheque/NEFT/RTGS No. 202095, dated – 17/08/2020 , drawn on the Licensee's Banking Account with State bank of india Bank, Branch. Amount Rs.100000/- (One Lakh 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 6 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 her goods and belongings. In the event of the Licensees failing and / or neglecting to remove themselves and / or her 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 her belongings from the Licensed premises, without recourse to the Court of Law.

13) 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

14) Miscellaneous: 1 - If Any Club house Charges it will be payable only by Licensee to the licensor. 2 - No pets animals or birds shall be allowed in the flat during stay of Licensees in the duration of this agreement period. 3 - Licensees shall ensure that Schedule II things remain in proper working condition when Licensees handover flat to Licensor after their stay is over. Damages, if any, caused to these things shall be repaired or replaced by the Licensees at its own cost. 4 - If Licensees fail to hand over the flat in the existing condition by not repairing the damages, if any, caused including walls or tiles damages, repainting walls, damage to things installed in the flat, the cost of repair shall be recovered from the deposit amount. 5 - Penalty levied by Lodha administration, if any, for damage caused to common use area in Lodha Amara premises during the shifting in or shifting out of things shall be paid by Licensees. If it is not paid, the same shall be recovered from the deposit amount.

15) 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. 1203, Built-up :955 Square Feet, situated on the 12 Floor of a Building known as 'WING28, W28, LODHA AMARA' standing on the plot of land bearing HOUSE NUMBER :1203, Road: KOLSHET ROAD, CLARIANT COMPOUND, Location: THANE WEST 400607, of Village: Kolashet, situated within the revenue limits of Tehsil Thane and Dist Thane and situated within the limits of Thane Municipal Corporation.





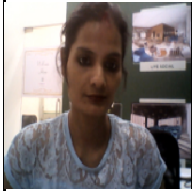



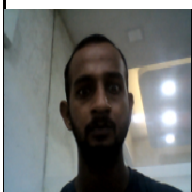

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signatures by way of putting thumb impression electronic signature hereto in the presence of witness, who are identifying the executants, on the day, month and year first above written.

SCHEDULE II

(Being the correct description of Furniture and Appliances in the premise)

Sr No.	Item	Number of Units
1	Fan	05
2	Tube light	05
3	Air Conditioner	03
4	Electric Geezer	02
5		0







Name & Address	Photo	Thumb Image	Digitally signed
Licensor <u>Mr.Vishal Arjun Khandekar</u> Address: Flat No:405, Building Name:Nandidham CHS, Block Sector:Plot No 29, Road:Sector 42A, Nerul Navi Mumbai, Thane, Maharashtra, 400706			Not Available
Licensees <u>Mr.Raj Jagdish Mishra</u> Address: Flat No:G-2, Building Name:BRAHMAND SOCIETY BLDG NO E-6, Block Sector:AZAD NAGAR , Road:GHODBUNDER ROAD , SANDOZBAUGH, Thane, Maharashtra, 400607			Not Available
Licensees <u>Mrs Babita Mishra</u> Address: Flat No:G-2, Building Name:BRAHMAND SOCIETY BLDG NO E-6, Block Sector:AZAD NAGAR, Road:GHODBUNDER ROAD , SANDOZBAUGH, Thane, Maharashtra, 400607			Not Available
Witness of execution of all executants <u>Bhure Nikhil</u> Address: Block Sector:Opp. Civil Hospital, Road:L B S Marg, Tembi Naka, Thane, Maharashtra, 400601			Not Required
Witness of execution of all executants <u>Ghotale Kiran</u> Address: Block Sector:Surya nagar, Road:Old belapur road , Vitawa, Thane, Maharashtra, 400605			Not Required

Admission Of Execution / Identification

The following parties have admitted that they have executed the Agreement of Leave and Licenses & the identifierees 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)	
Licensors <u>Vishal Arjun</u> <u>Khandekar</u>	15/08/2020 12:46:18 PM	15/08/2020 12:47:00 PM	Vishal Arjun Khandekar, Male, XXXX XXXX 9287	
Licensees <u>Raj Jagdish</u> <u>Mishra</u>	12/08/2020 05:23:21 PM	12/08/2020 05:26:38 PM	Raj Jagdish Mishra, Male, XXXX XXXX 1952	
Licensees <u>Mrs Babita</u> <u>Mishra</u>	12/08/2020 05:22:45 PM	12/08/2020 05:23:12 PM	Babita Mishra, Female, XXXX XXXX 8480	
Identifier for all executants <u>Bhure Nikhil</u>	15/08/2020 05:37:27 PM	15/08/2020 05:37:39 PM	Nikhil Bhure, Male, XXXX XXXX 1178	
Identifier for all executants <u>Ghotale Kiran</u>	16/08/2020 11:38:03 AM	16/08/2020 11:38:17 AM	Kiran Bhaurao Ghotale, Male, XXXX XXXX 0547	