

Particulars	Amount Paid	GRN/Transaction Id	Date
Stamp Duty	Rs. 1778.30/-	MH007224508202324E	26/08/2023
DHC	Rs. 300/-	0823266609748	26/08/2023
Registration Fee	Rs. 1000/-	MH007224508202324E	26/08/2023

## LEAVE AND LICENSE AGREEMENT

This agreement is made and executed on 26/08/2023 at Mumbai

Between,

1) **Name:** Mr.Koli Dinesh Vitthal, Age : About 45 Years, PAN : AGJPK7323F Residing at: Building Name:Shree Motiram Krushna Koli House, Block Sector:., Road:Mahul Gaon, Chembur, Mumbai, Maharashtra, 400074

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) **Name:** Mr.Sharma Tushar , Age : About 31 Years, PAN : DXXPS9482K Residing at: Flat No:B/11, Building Name:Vijay Vihar Colony, Block Sector:Vidyadhar Nagar, Road:Vidyadhar Marg, Jaipur, Jaipur, Rajasthan, 302039

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 22 Months commencing from 01/09/2023 and ending on 30/06/2025, 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 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 Licensors 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 22 Months commencing from 01/09/2023 and ending on 30/06/2025

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

a) Rs. 30000/- (Thirty Thousand Only) per month for the first 11 months,

b) Rs. 33000/- (Thirty-Three Thousand Only) per month for the next 11 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 Licensors Rs. 100000 interest free refundable deposit, for the use of the said Licensed premises.

**3) Payment of Deposit:** That the Licensee have paid / shall pay the above mentioned deposit/premium as mentioned above by Cheque/NEFT/RTGS No. 000021, dated – 26/08/2023, drawn on the Licensee's Banking Account with Other than the list Bank, IDFC 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 Licensors.

**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 Licensors 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 Licensors 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 Licensors.

**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 Licensors shall on reasonable notice given by the Licensors 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 6 months during which neither the Licenser 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 Licenser license fee for the remaining lock-in period at the rate of agreed upon in the agreement. On the other hand, Licenser 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 Licenser 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 Licenser 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 goods and belongings. In the event of the Licensee failing and / or neglecting to remove himself and / or his articles from the said premises on expiry or sooner determination of this Agreement, the Licenser shall be entitled to recover damages at the rate of double the daily amount of compensation per day and or alternatively the Licenser shall be entitled to remove the Licensee and his belongings from the Licensed premises, without recourse to the Court of Law.

**13) Miscellaneous:** It is agreed by both the parties have agreed to serve one month advance notice to each other after completion of Lock-in-period for vacating the said premises. If the flat is to be vacated within the locking period, the Licensee will have to pay the all expenses agent charges and agreement charges And Other Expenses.

**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 Licenser equally .





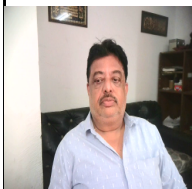



### SCHEDULE I

(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. E/902, Built-up :1229 Square Feet, situated on the 9TH Floor of a Building known as 'PREMEIR EXOTICA C.H.S LTD' standing on the plot of land bearing Ward no. :L,Road: KIROL ROAD, Location: KURLA WEST, MUMBAI-400070, of Village:Kurla, situated within the revenue limits of Tehsil Kurla 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.

Name & Address	Photo	Thumb Verified	Digitally signed
<b><u>Licensor</u></b> Mr.Koli Dinesh Vitthal <b>Address:</b> Building Name:Shree Motiram Krushna Koli House, Block Sector:., Road:Mahul Gaon, Chembur, Mumbai, Maharashtra, 400074			Not Available
<b><u>Licensee</u></b> Mr.Sharma Tushar <b>Address:</b> Flat No:B/11, Building Name:Vijay Vihar Colony, Block Sector:Vidyadhar Nagar, Road:Vidyadhar Marg, Jaipur, Jaipur, Rajasthan, 302039			Not Available
<b><u>Witness of execution of all executants</u></b> Khan Moein Ahmed <b>Address:</b> Building Name:Haroon Compound, Block Sector:Kranti Nagar, Road:Pipe Line, Kurla West, Mumbai, Maharashtra, 400070			Not Required
<b><u>Witness of execution of all executants</u></b> Khan Mohd ruheb Ahmad <b>Address:</b> Flat No:G/1, Building Name:Chaudhary Compound, Block Sector:Kalina, Road:Shastri Nagar, Santacruz East, Mumbai, Maharashtra, 400029			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)	
<b>Licensor</b> Koli Dinesh Vitthal	26/08/2023 05:06:31 PM	26/08/2023 05:07:06 PM	Dinesh Vitthal Koli, Male, XXXX XXXX 3368	
<b>Licensee</b> Sharma Tushar	26/08/2023 04:32:33 PM	26/08/2023 04:32:49 PM	Tushar Sharma, Male, XXXX XXXX 5625	
<b>Identifier for all executants</b> Khan Mohd Rujeb Ahmad	26/08/2023 04:33:47 PM	26/08/2023 04:34:05 PM	Mohd Rujeb Ahmad Khan, Male, XXXX XXXX 4624	
<b>Identifier for all executants</b> Khan Moein Ahmed	26/08/2023 04:35:04 PM	26/08/2023 04:35:35 PM	Moein Ahmed Khan, Male, XXXX XXXX 3303	