

Particulars	Amount Paid	GRN/Transaction Id	Date
Stamp Duty	Rs. 534.00/-	MH008581323202021E	16/12/2020
Registration Fee	Rs. 1000/-	MH008581323202021E	16/12/2020

LEAVE AND LICENSE AGREEMENT

This agreement is made and executed on 18/12/2020 at Borivali

Between,

1) **Name:** Mrs Mehta Sejal , Age : About 51 Years, PAN : AJIPM5638H Residing at: Flat No:2FL, Building Name:MEHTA HOUSE , Block Sector:SANTACRUZ WEST, Road:24/E JUHU ROAD , MUMBAI, Mumbai, Maharashtra, 400054

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.Bika Vinod Kumar , Age : About 39 Years, PAN : AMSPB8631J Residing at: Flat No:A22, Building Name:BALAJI APARTMENTS, Block Sector:DWARKA, Road:PLOT NO 7 SECTOR 3, DELHI, West delhi, Delhi, 110078

HEREINAFTER called 'the Licensee' (which expression shall mean and include only Licensee 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 Licensee herein is in need of temporary premises for Residential use has/have approached the Licensor with a request to allow the Licensee herein to use and occupy the said premises on Leave and License basis for a period of 11 Months commencing from 17/12/2020 and ending on 16/11/2021, on terms and subject to conditions hereafter appearing.

AND WHEREAS the Licensor 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 Licensor 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 11 Months commencing from 17/12/2020 and ending on 16/11/2021



2) License Fee & Deposit: That the Licensee shall pay to the Licensor License fee at the rate of Rs. 19000(Nineteen 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 Licensee have paid / shall pay the above mentioned deposit/premium as mentioned above by Transaction Reference No. -, dated – 17/12/2020, drawn on the Licensee's Banking Account with Other than the list Bank, - Branch. 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 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 Licensor 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 Licensor.

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 Licensor shall on reasonable notice given by the Licensor 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 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 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 Licensor 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 Licensor 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 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 Licensee and his 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: All utilities have to be paid by tenant. Flat to be painted on leaving. 1no fridge. 2nos Mattress. Tables include 2 table, 2 bed side table, 1 long runner cabinet. 2 marble stands, 2 gas cylinders.

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. 402, Built-up :487 Square Feet, situated on the 4 Floor wing 2 Floor of a Building known as 'Leher Co-Operative Housing Society Ltd.' standing on the plot of land bearing Survey Number :-,Road: Marve Malad Road, Location: Marve Village, of Village:Marve,situated within the revenue limits of Tehsil Borivali and Dist Mumbai Sub-urban District and situated within the limits of Mumbai Municipal Corporation.

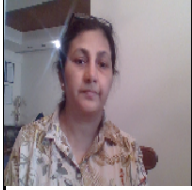







IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signatures by way of putting thumb impression electronic signature hereto in the presence of witness, who are identifying the executants, on the day, month and year first above written.

SCHEDULE II



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




Sr No.	Item	Number of Units
1	Fan	4
2	Tube light	7
3	Bed	2
4	Sofa	1
5	Table	5
6	Chair	4
7	Electric Geezer	1
8	Curtains	3

Name & Address	Photo	Thumb Image	Digitally signed
Licensor <u>Mrs Mehta Sejal</u> Address: Flat No:2FL, Building Name:MEHTA HOUSE , Block Sector:SANTACRUZ WEST, Road:24/E JUHU ROAD , MUMBAI, Mumbai, Maharashtra, 400054			Not Available
Licensee <u>Mr. Bika Vinod Kumar</u> Address: Flat No:A22, Building Name:BALAJI APARTMENTS, Block Sector:DWARKA, Road:PLOT NO 7 SECTOR 3, DELHI, West delhi, Delhi, 110078			Not Available
Witness of execution of all executants <u>Monga Kamal</u> Address: Block Sector:Malad, Road:Near Inorbit Mall, Malad, Mumbai, Maharashtra, 400064			Not Required
Witness of execution of all executants <u>Mehta Dharmesh</u> Address: Block Sector:Santacruz, Road:Juhu Road, Santacruz, Mumbai, Maharashtra, 400054			Not Required

Admission Of Execution / Identification



The following parties have admitted that they have executed the Agreement of Leave and Licenses & the identifiers 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 Mrs Mehta Sejal	17/12/2020 10:51:01 AM	17/12/2020 10:52:16 AM	Sejal Dharmesh Mehta, Female, XXXX XXXX 7543 
Licensee Bika Vinod Kumar	17/12/2020 10:48:38 AM	17/12/2020 10:49:01 AM	Vinod Kumar Bika, Male, XXXX XXXX 6981 
Identifier for all executants Mehta Dharmesh	17/12/2020 10:54:26 AM	17/12/2020 10:54:44 AM	Dharmesh Harsukh Mehta, Male, XXXX XXXX 5554 
Identifier for all executants Monga Kamal	17/12/2020 10:53:16 AM	17/12/2020 10:53:34 AM	Kamal Kumar Monga, Male, XXXX XXXX 9553 