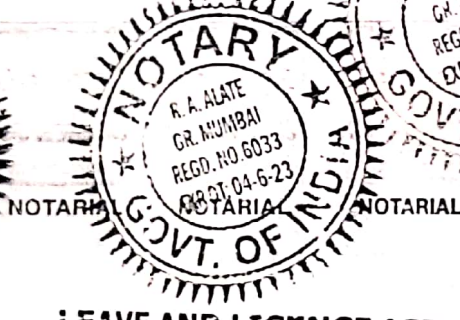
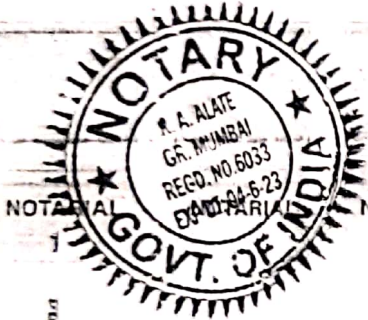


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2021-22

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प्राधान्य भुदांक कार्यालय, मुंबई
पे. वि. क्र. ८००००१२
- 1 FEB 2022
सदाम अधिकारी

LEAVE AND LICENCE AGREEMENT

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THIS AGREEMENT of LEAVE AND LICENCE is made and entered at Mumbai on this 14th day of February, 2022

BETWEEN

MRS. VANDANA PRAKASH CHANDI, an adult, Indian Inhabitant of presently having address at **Chandi House, Dongri Gully, Near Vetar Mandir, Versova, Andheri West, Mumbai 400061**, hereinafter referred to as the **LICENSOR** (which expression unless repugnant to the context or meaning thereof shall mean and include her heirs, executors, administrators and assigns) of the ONE PART.

AND

MS. JYOTI SHAW, also an adult Indian Inhabitant, PAN : MRHPS8962D and Aadhaar Card No. 5397 1926 8244, hereinafter referred to as the **LICENSEE** (which expression unless repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns) of the OTHER PART.

वन्दना प्रकाश चंदी

Jyoti Shaw

Only for Affidavit

पुस्तक विभाग के नाम पर

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- 2 FEB 2022
- 2 FEB 2022

WHEREAS the LICENSOR is the lawful owner of an otherwise well sufficiently entitled to and seized and possessed **Flat No. 003, Ground Floor, Chandi House, Dongri Gully, Near Vetar Mandir, Versova, Andheri West, Mumbai 400061**, hereinafter referred to as the said PREMISES.

AND WHEREAS the LICENSEE is in need of residential premises has approached the LICENSOR with the request to permit the LICENSEE to occupy the PREMISES on LEAVE AND LICENSE for the Purpose of Residential use for a period of eleven (11) months commencing from **14th February, 2022 to 13th January, 2023 (both days inclusive)**.

AND WHEREAS the LICENSOR has agreed to allow the LICENSEE to use and occupy the said PREMISES temporarily for the period of eleven (11) months commencing from **14th February, 2022 to 13th January, 2023 (both days inclusive)** on certain TERMS & CONDITIONS.

NOW THIS INDENTURE WITNESSETH AS UNDER : -

- 1) That the Licensor is the Owner / allottee of **Flat No. 003, Ground Floor, Chandi House, Dongri Gully, Near Vetar Mandir, Versova, Andheri West, Mumbai 400061**; (Hereinafter referred to as the 'SAID PREMISES').
- 2) That the LICENSOR doth hereby grants to the LICENSEE Leave and Licence to enter into and upon and remain in the said premises with existing fixtures and fittings for a period of eleven (11) months commencing from **14th February, 2022 to 13th January, 2023 (both days inclusive)** for the residential use by the LICENSEE.
- 3) That the said LICENSEE shall pay to the Licensor a sum of **Rs.9,000/- (Rupees Nine Thousand only)** as and by way of monthly compensation for the use and occupation of the said premises. The said monthly compensation shall be paid as by the LICENSEE to the Licensor in without any default or delay on their part under any circumstances. However in case the payment made by cheque by the LICENSEE is bounced and dishonoured by his/her bankers he/she agrees to pay an additional sum of Rs.500/- for such bouncing of the cheque and if not paid, will deducted / adjusted from the security deposit lodged by him/her with the LICENSOR. [The Electricity & Water charges is included in monthly compensation].
- 4) The LICENSEE has deposited with the LICENSOR a sum of **Rs.15,000/- (Rupees Fifteen Thousand only)** as an interest free refundable security deposit, which will be returned to the LICENSEE on the expiry of this agreement and against vacant and peaceful possession of the said Premises or on notice of possession of the said Flat, after deducting the cost of the damages, to the fixtures / fitting and outstanding electricity bills / telephone bills. if any.

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- 5) It is expressly agreed that the Licensor shall be deemed to have the ultimate control and full control over the possession of the said premises and the LICENSEE shall not claim any right by way of tenancy, sub-tenancy or any right in respect of the said premises.
- 6) It is also agreed that the LICENSEE is occupying the said premises for temporary period on Leave and Licence basis and it does not create any right, title and interest in the said premises by way of sub-tenancy or tenancy or otherwise. The License hereby granted to the LICENSEE is a revocable and non-transferable one, which is to be terminated on the expiry of eleven (11) months as stated hereinabove or earlier, subject to the terms and conditions hereinabove stated.
- 7) It is expressly agreed that the LICENSEE shall use the said premises only for his/her own personal use and not for any other purpose and/or not for storing any unauthorized stock or materials and/or for any illegal purpose/s.
- 8) The LICENSEE in addition to the monthly compensation, shall also pay the Electricity Bills, Telephone Bills, Mahanagar Gas Bills, Parking Charges / Cable Charges / Water charges on or before its due date directly to the authorities concerned and hand over original bills to the LICENSOR for his/her perusal and record however, the LICENSOR will pay the outgoings of the society's maintenance charges and/or other dues.
- 9) It is also agreed by both the parties that the LICENSEE shall hand over vacant and peaceful possession of the said premises to the Licensor on completion of the period of eleven (11) months alongwith its fixtures and fittings as required under Section 24 of the Maharashtra Rent Control Act, 1999.
- 10) (a) That the LICENSEE shall not do or cause or suffer to be done anything in the said premises which shall be breach of the terms and conditions of the bye-laws, rules and regulations of the Co-operative Society that has been formed by the premises holder of the said building and/or terms and conditions of the builders and shall keep and maintain the said premises in good conditions.
- (b) The LICENSEE shall not or attempt to do or cause or suffer to be done anything which may or is likely to jeopardise or prejudice the interest of the LICENSOR as the Owner of the said premises or as a member of the Co-operative Society.
- 11) That the Legal possession and control of the premises is and shall always remain exclusively with the LICENSOR and the LICENSEE shall be only the Licensed user of the Licensed premises and a mere LICENSEE and that the LICENSOR or his duly authorized agent or representative shall have absolute right and full liberty to enter into the said premises by 24 hrs. advance notice to inspect the said premises at any time and to inspect the said premises at

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all reasonable times to see to its safety and proper maintenance and also to exercise the control over the said premises in accordance with the terms of this Agreement.

- 12) That all the communication including any notice/ letter intended to be served on the LICENSEE after the commencement of this licence, shall be deemed to be effectually served if sent by post and addressed to the LICENSEE at the said premises.
- 13) That notwithstanding anything hereinabove contained to the contrary, if the License falls to make the payment of monthly compensation in time and/or use said premises for his own bonafide residential purposes and/or commits any breach of the terms and conditions of this Agreement, then on happening of any such events, the Licensor shall have the right to withdraw, terminate, and revoke the licence hereby granted, without prejudice to his rights to take the legal action against the LICENSEE in the matter.
- 14) If any breach is committed by the LICENSEE in due performance or observance of the provision of this Agreement and the LICENSEE has not rectified the said breach within a reasonable time, after the same has been brought to his notice by the LICENSOR, the LICENSOR shall be at liberty to terminate this license by giving the LICENSEE, One (1) Month prior notice in writing terminating this License and upon expiry of the period of such notice the License shall stand terminated.
- 15) This Agreement shall be with in the provisions of Section 24 of the Maharashtra Rent Control Act, 1999 and the LICENSEE undertakes to honour the provisions of Section 24 of the said Maharashtra Rent Control Act, 1999. The Licensor shall be entitled to approach the Competent Authority for getting possession of the said premises, after the expiry of this Agreement as per the provision contained herein, in case the LICENSEE falling or refusing to handover the charge of the said Flat and this Agreement shall be subject to exclusive jurisdiction of Courts at Mumbai.
- 16) That the LICENSEE shall not do anything which is not permissible or is prohibited under law or the contravention of bye-law rules and regulations of the Housing Society Ltd., or any orders of Central / State or local authorities. Also shall not store any narcotic such as liquor, bhang, RDX crackers or any type of fir arms etc., which is prohibited by any laws of the government and the LICENSEE shall not allow any people of immoral reputation or allow any immoral business in the said premises. The LICENSEE also agrees not to do any act deed or thing which would constitute a breach of the Rules and Regulation and the bye-laws of the Society.
- 17) That the day to day and minor repairs such as fuses, leakages of water taps, maintenance etc to be done by the LICENSEE at his own cost. The LICENSEE further hereby agrees and confirms that in case of any breakage, damage, loss to existing fittings fixtures in

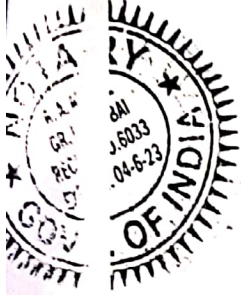


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the said premises he shall make good these articles and/or repay the cost of the damage incurred to these articles as may be mutually decided by parties hereto.

- 18) The LICENSEE hereby admits and acknowledges that it is the express intention of the parties to this agreement that the relationship of the landlord and tenant shall not be deemed to be created hereby or otherwise between them under any circumstance whatsoever.
- 19) This agreement merely confirms bare permission of Leave and Licence and does not create any interest into or upon the said premises or any part thereof in favour of the LICENSEE. It is not intended by this Agreement to create any lease or sub-lease or any other right, titles and interests into or upon the said premises in favour of the LICENSEE and the LICENSEE hereby agrees that under no circumstances the LICENSEE shall claim any right to tenancy, sub-tenancy or any other right of any nature into or upon the said premises.
- 20) The LICENSEE also hereby undertake not to use the address of the above said premises for the purpose of Income -Tax, Sales - Tax, Excise Department or for any purpose related to the State / Central Government / B.M.C.. and or any other such authority.
- 21) That the LICENSEE hereby confirms that he/she has since received the said premises in good order and conditions and hereby agrees to return the possession thereof in the same condition.
- 22) The LICENSEE hereby undertakes and agrees that without the prior written consent of the LICENSOR he/she will not obtain / get transferred any Telephone Connection at the said premises and/or will not obtain a Ration Card, Cooking Gas Connection, Passport, Driving License at the address of the above said premises.
- 23) Both the parties hereto acknowledge that this Agreement supersedes all prior communication between them including oral or written proposals.
- 24) Any Indulgence shown by the LICENSOR will not amount to waiver of his/her rights.
- 25) This Agreement is drawn up in original and Xerox copy is given to the LICENSEE.



Jyoti Shaw

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THE SCHEDULE OF THE FLAT ABOVE REFERRED TO :

**Flat No. 003, Ground Floor, Chandi House, Dongri Gully, Near
Vetal Mandir, Versova, Andheri West, Mumbai 400061**

IN WITNESS WHEREOF the parties hereto have hereunto set and
subscribed their respective hands the day and the year first
hereinabove written.

SIGNED AND DELIVERED by the)

Within named – THE LICENSOR)

MRS. VANDANA PRAKASH CHANDI)

In the presence of)

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1. SANSKAR SHARMA

Sanskar

2. Rishi Mishra

Rishi Mishra

SIGNED AND DELIVERED by the)

Within named – THE LICENSEE)

MS. JYOTI SHAW)

In the presence of)

1. Rishi Mishra

Rishi Mishra

2. SANSKAR SHARMA

Sanskar

Jyoti Shaw



14/02/22
R. A. ALATE B. SC. LL.B.
NOTARY GREATER MUMBAI
B/7, Dongre Sadan, Mohill Village,
Sakinaka, Mumbai-400 072.

RECEIPT

RECEIVED from the withinnamed **LICENSEE MS. JYOTI SHAW**, a sum of **Rs.15,000/- (Rupees Fifteen Thousand only)** as and by way of interest -free security deposit which will be returned on expiry of this agreement against peaceful possession of the said premises after deducting dues towards monthly compensation / electricity bill / telephone bills / TV cable charges if any and damage done to the fitting and fixture if any as per clause no.4 hereinabove.



I SAY RECEIVED Rs.15,000/-

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**MRS. VANDANA PRAKASH CHANDI
LICENSOR**

WITNESSES :-

1. SANSKAR SHARMA
2. Rishi Mishra

Sanskar

Rishi Mishra