

Particulars	Amount Paid	GRN/Transaction Id	Date
Stamp Duty	Rs. 1925.00/-	MH003482944202122E	11/07/2021
Registration Fee	Rs. 1000/-	MH003482944202122E	11/07/2021

LEAVE AND LICENSE AGREEMENT

This agreement is made and executed on 11/07/2021 at Borivali

Between,

1) **Name:** Mrs Iyer Santoshkumari K, Age : About 53 Years, Occupation : Service, PAN : AAHPI6508E Residing at: Flat No:106, Floor No:1st, Building Name:VISHNU SHIVAM CHS LTD, Block Sector:KANDIVALI- E, Road:GAYATRI SATSANG, KANDIVALI- E, Mumbai, Maharashtra, 400101

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.Biyani Ashutosh Shiv Kumar, Age : About 30 Years, Occupation : Service, PAN : BGKPB1722P Residing at: Flat No:-, Floor No:-, Building Name:98MASTER COLONY, Block Sector:KEKRI AJMER, Road:AJMER ROAD, RAJASTHAN, Ajmer, Rajasthan, 305404

2) **Name:** Mrs Biyani Shweta , Age : About 29 Years, Occupation : Service, PAN : BYHPB8889G Residing at: Flat No:-, Floor No:-, Building Name:98 MASTER COLONY, Block Sector:KEKRI, Road:AJMER ROAD, RAJASTHAN, Ajmer, Rajasthan, 305404

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 33 Months commencing from 15/07/2021 and ending on 14/04/2024, 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 33 Months commencing from 15/07/2021 and ending on 14/04/2024

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

a) Rs. 22000/- (Twenty-Two Thousand Only) per month for the first 11 months,

b) Rs. 22500/- (Twenty-Two Thousand Five Hundred Only) per month for the next 11 months,

c) Rs. 23000/- (Twenty-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 Licensor Rs. 100000 interest free refundable deposit, for the use of the said Licensed premises.

3) Payment of Deposit: That the Licensees has paid / shall pay the above mentioned deposit/premium as mentioned above by Transaction Reference No. 925221457146, dated – 09/09/2019, drawn on the Licensee's Banking Account with Union bank Bank, Goregaon west 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 reaso



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 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 Licenser 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 Licenser 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 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 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. PENDING BILL The Licenser shall keep a balance of Rs.10000 from the deposit for clearing bills any other damages occurred by the LICENSE and the same shall be refund after making repairs and pending bill if any within a period of 45 days from the date of Handing over the keys by the LICENSE to the LICENSOR TERMS 2. That the Licensee shall bear the current day to day minor repairs and maintenance to the said premises including the Fixtures and fittings use along with the flat shall be repaired and maintained by the Licensee only. 3. Licensee shall vacate the premises on his own during the lock-in period 6 months. 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.

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 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. 106, WING- B, Built-up :600 Square Feet, situated on the 1st Floor of a Building known as 'VISHNU SHIVAM CHS LTD' standing on the plot of land bearing C.T.S. Number :809, Road: GAYATRI SATSANG, THAKUR VILLAGE, Location: KANDIVALI- EAST MUMBAI 400101, of Village: Poisar, situated within the revenue limits of Tehsil Borivali and Dist Mumbai Sub-urban District and situated within the limits of Mumbai Municipal Corporation.

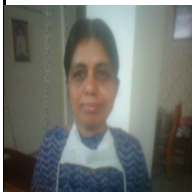



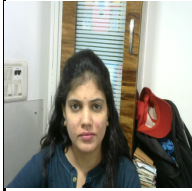



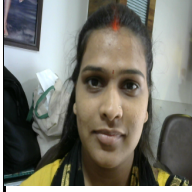

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signatures by way of putting thumb impression electronic signature hereto in the presence of witness, who are identifying the executants, on the day, month and year first above written.

SCHEDULE II

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

Sr No.	Item	Number of Units
1	Fan	3
2	Tube light	3
3	Bulb	3
4	Bed	1
5	Cupboard	1
6	Air Conditioner	1
7	Electric Geezer	2
8	Curtains	2
9	Bed and Mattress	0



Name & Address	Photo	Thumb Image	Digitally signed
<u>Licensor</u> Mrs Iyer Santoshkumari K Address: Flat No:106, Floor No:1st, Building Name:VISHNU SHIVAM CHS LTD, Block Sector:KANDIVALI- E, Road:GAYATRI SATSANG, KANDIVALI- E, Mumbai, Maharashtra, 400101			Not Available
<u>Licensees</u> Mr.Biyani Ashutosh Shiv Kumar Address: Flat No:-, Floor No:-, Building Name:98MASTER COLONY, Block Sector:KEKRI AJMER, Road:AJMER ROAD, RAJASTHAN, Ajmer, Rajasthan, 305404			Not Available
<u>Licensees</u> Mrs Biyani Shweta Address: Flat No:-, Floor No:-, Building Name:98 MASTER COLONY, Block Sector:KEKRI, Road:AJMER ROAD, RAJASTHAN, Ajmer, Rajasthan, 305404			Not Available
<u>Witness of execution of all executants</u> Sanjay Shukla Address: Flat No:14, Building Name:Dimple Arcade, Block Sector:Kandivali East, Road:Asha Nagar, Mumbai, Mumbai, Maharashtra, 400101			Not Required
<u>Witness of execution of all executants</u> Pooja Vishwakarma Address: Flat No:12, Building Name:Dimple Arcade, Block Sector:Kandivali East, Road:Asha Nagar, Mumbai, Mumbai, Maharashtra, 400101			Not Required

Admission Of Execution / Identification

The following parties have admitted that they have executed the Agreement of Leave and Licenses & the identifiies 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 Mrs Iyer Santoshkumari K	09/07/2021 08:01:31 AM	09/07/2021 08:04:51 AM	Santoshkumari Krishnan Iyer, Female, XXXX XXXX 9654	
Licensees Biyani Ashutosh Shiv Kumar	07/07/2021 12:37:40 PM	07/07/2021 12:37:57 PM	Ashutosh Biyani, Male, XXXX XXXX 7058	
Licensees Mrs Biyani Shweta	07/07/2021 12:39:14 PM	07/07/2021 12:39:37 PM	Shweta Biyani, Female, XXXX XXXX 2106	
Identifier for all executants Sanjay Shukla	09/07/2021 12:28:45 PM	09/07/2021 12:28:58 PM	Sanjay Kumar Shukla, Male, XXXX XXXX 6723	
Identifier for all executants Pooja Vishwakarma	09/07/2021 12:26:00 PM	09/07/2021 12:27:01 PM	Pooja Gulabchandra Vishwakarma, Female, XXXX XXXX 3417	

