

Particulars	Amount Paid	GRN/Transaction Id	Date
Stamp Duty	Rs. 1782.00/-	MH013382803202223P	06/01/2023
Registration Fee	Rs. 1000/-	MH013382803202223P	06/01/2023

LEAVE AND LICENSE AGREEMENT

This agreement is made and executed on 06/01/2023 at CHIKHALI

Between,

1) **Name:** Mr.Jambhalkar Pandharinath Vitthal, Age : About 58 Years, Occupation : Business, PAN : AASPJ2527M Residing at: Flat No:NEAR ST URSULA SCHOOL, Floor No:PRADHIKARAN, Building Name:PLOT NO 361, Block Sector:NIGDI, Road:SECTOR NO 24, NIGDI, Pune, Maharashtra, 411044

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:** Mrs S j enterprises Jyotsna Sainath Dhanak , Age : About 27 Years, Occupation : Business, PAN : DTPPK2286K Residing at: Flat No:FLAT NO 1001, A WING, Building Name:GAT NO 1584, DESTINATION MEMOIR, Block Sector:CHIKHALI, Road:PATILNAGAR, CHIKHALI, PUNE, MAHARASHTRA, 411062

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 Non-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 55 Months commencing from 01/01/2023 and ending on 31/07/2027, 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 her aforesaid Non-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 55 Months commencing from 01/01/2023 and ending on 31/07/2027

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

a) Rs. 11500/- (Eleven Thousand Five Hundred Only) per month for the first 11 months,

b) Rs. 12075/- (Twelve Thousand and Seventy-Five Only) per month for the next 11 months,

c) Rs. 12675/- (Twelve Thousand Six Hundred and Seventy-Five Only) per month for the next 11 months,

d) Rs. 13300/- (Thirteen Thousand Three Hundred Only) per month for the next 11 months,

e) Rs. 14000/- (Fourteen 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. 30000 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 Cash. Amount Rs. 30000/- (Thirty Thousand Only)

4) Maintenance Charges: That the Licensee herein shall bear and pay all the maintenance charges in respect of the said Licensed Premises, and other outgoings including all rates, taxes, levies, assessment, 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 Non-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 3 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 her goods and belongings. In the event of the Licensee failing and / or neglecting to remove herself 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 Licensee and her belongings from the Licensed premises, without recourse to the Court of Law.

13) Miscellaneous: Only annual property tax to be paid by the owner and other charges and society charges to be paid by the tenant.

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.









SCHEDULE I

(Being the correct description of premise Shop which is the subject matter of these presents)

All that constructed portion being Non-Residential unit bearing Shop No. SHOP NO 4 + 5, Built-up :400 Square Feet, situated on the Floor of a Building known as 'AARAMBH' standing on the plot of land bearing GAT NUMBER :1652, Road: PATILNAGAR, Location: CHIKHALI PUNE 411062, of Village: Chikhali, situated within the revenue limits of Tehsil Haveli and Dist Pune and situated within the limits of Pimpari-Chinchavad 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 Image	Digitally signed
Licensor <u>Mr.Jambhalkar Pandharinath Vitthal</u> Address: Flat No:NEAR ST URSULA SCHOOL, Floor No:PRADHIKARAN, Building Name:PLOT NO 361, Block Sector:NIGDI, Road:SECTOR NO 24, NIGDI, Pune, Maharashtra, 411044			Not Available
Licensee <u>Mrs S j enterprises Jyotsna Sainath Dhanak</u> Address: Flat No:FLAT NO 1001, A WING, Building Name:GAT NO 1584, DESTINATION MEMOIR, Block Sector:CHIKHALI, Road:PATILNAGAR, CHIKHALI, PUNE, MAHARASHTRA, 411062			Not Available
Witness of execution of all executants <u>Shinde Santosh Sitaram</u> Address: Building Name:SHINDE NIWAS, Block Sector:CHIKHALI, Road:PATILNAGAR, CHIKHALI, Pune, Maharashtra, 412114			Not Required
Witness of execution of all executants <u>Shinde Anuradha Santosh</u> Address: Building Name:SHINDE NIWAS, Block Sector:CHIKHALI, Road:PATILNAGAR, CHIKHALI, Pune, Maharashtra, 412114			Not Required

Admission Of Execution / Identification

The following parties have admitted that they have executed the Agreement of Leave and Licenses & the identifiaries 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 <u>Jambhalkar</u> <u>Pandharinath</u> <u>Vitthal</u>	06/01/2023 05:21:23 PM	06/01/2023 05:22:03 PM	Pandharinath Vitthal Jambhalkar, Male, XXXX XXXX 7435	
Licensee <u>Mrs S j</u> <u>enterprises</u> <u>Jyotsna Sainath</u> <u>Dhanak</u>	06/01/2023 06:05:24 PM	06/01/2023 06:06:22 PM	Jyotsna Sainath Dhanak, Female, XXXX XXXX 4084	
Identifier for all executants <u>Shinde Santosh</u> <u>Sitaram</u>	07/01/2023 11:32:41 AM	07/01/2023 11:33:33 AM	Santosh Sitaram Shinde, Male, XXXX XXXX 1818	
Identifier for all executants <u>Shinde</u> <u>Anuradha</u> <u>Santosh</u>	07/01/2023 09:50:20 AM	07/01/2023 09:50:33 AM	Anuradha Santosh Shinde, Female, XXXX XXXX 5700	