Sample agreement for reference only

Particulars	Amount Paid	GRN/Transaction Id	Date		
Stamp Duty	Rs. 5010.00/-	MH007213927202324E	26/08/2023		
DHC	Rs. 300/-	0823260205570	26/08/2023		
Registration Fee	Rs. 1000/-	MH007213927202324E	26/08/2023		

LEAVE AND LICENSE AGREEMENT

This agreement is made and executed on 31/08/2023 at Goregaon Between,

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. <u>Uttam Shyamsunder Parasramka Huf</u>, Age : About <u>XX</u> Years, PAN : <u>XXXXXX1182X</u> Residing at: <u>Flat No:XXXXXXXXX</u> Building Name:XXXXXXXX Block Sector:Malad East, Road:Upper Govind Nagar, Mumbai, Mumbai, Maharashtra, 400097

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 Non-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 36 Months commencing from 01/09/2023 and ending on 31/08/2026, 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 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 $\underline{36}$ Months commencing from 01/09/2023 and ending on 31/08/2026
- 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. 50000/-(Fifty Thousand Only) per month for the first 12 months,
- b) Rs. 54000/-(Fifty-Four Thousand Only) per month for the next 12 months,
- c) Rs. 58000/-(Fifty-Eight Thousand Only) per month for the next 12 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. 200000 interest free refundable deposit, for the use of the said Licensed premises.

- 3) Payment of Deposit:1] That the Licensee have paid / shall pay the above mentioned deposit/premium as mentioned above by Cheque/NEFT/RTGS No. AXOMB30000070875, dated 24/08/2023, drawn on the Licensee's Banking Account with Axis bank Itd Bank, Mumbai Branch. Amount Rs.50000/-(Fifty Thousand Only) 2] That the Licensee have paid / shall pay the above mentioned deposit/premium as mentioned above by Cheque/NEFT/RTGS No. AXOMB32382219351, dated 26/08/2023, drawn on the Licensee's Banking Account with Axis bank Itd Bank, Mumbai Branch. Amount Rs.150000/-(One Lakh 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 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 <u>12</u> 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) 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 <u>Licensee and Licensor</u> equally .

SCHEDULE I

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

All that constructed portion being Non-Residential unit bearing Office No. XXXXXX BUILDING, Built-up:1000 Square Feet, situated on the Floor of a Building known as 'XXXXXXINDUSTRIAL ESTATE' standing on the plot of land bearing C.T.S. Number:-,Road: WE HIGHWAY, Location: GOREGAON EAST MUMBAI - 400063, of Village:Goregaon,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.



Name & Address	Photo	Thumb Verified	Digitally signed
Licensor Mr. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX			Not Available
Licensee Mr. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX			Not Available
Witness of execution of all executants XXXXXXX Address: Block Sector:Goregoan East, Road:Royal Palm, Mumbai, Mumbai, Maharashtra, 400065			Not Required
Witness of execution of all executants XXXXXXXX Address: Block Sector:Goregaon East, Road:Royal Palm, Mumbai, Mumbai, Maharashtra, 400065			Not Required

Admission Of Execution / Identification

The following parties have admitted that they have executed the Agreement of Leave and Licenses & the identifires 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)		
XXXXXXX XXXXXXX XXXXXXXXXX		27/08/2023 07:15:02 PM	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		
Licensee XXXX XXXXXXXXXX XXXXXXXXXXX	03:51:29 PM	28/08/2023 03:51:48 PM	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		
identifier for all executants XXXXXXX	29/08/2023	29/08/2023 03:30:16 PM	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		
identifier for all executants	29/08/2023	29/08/2023 03:30:53 PM	XXXX Female, XXXX XXXX 1171)	





01/09/2023 SroName : Joint S.R. Borivali 5

Doc No. : <u>12345</u>/2023

Regn:63m

Village Name: Goregaon

(1) Article Leave and Licenses(36 A)

(2) Deposit Rs.200000/-

(3) Licence Fee a) Rs. 50000/- per month for the first 12 months,

b) Rs. $\underline{54000/-}$ per month for the next $\underline{12}$ months,

c) Rs. 58000/- per month for the next 12 months.

C.T.S. Number: -, Leave and License Months:36

(5) Area 1000 Square Feet

(6) Assessment or Judi -

(4) Property Description

Sector:MALAD WEST, DELY, Road:SUNDER NAGAR, S V ROAD, City:MUMBAI,

District:Mumbai, State:Maharashtra, Pin:400064 PAN: XXXXX7313X

(8) Licensee Name and Address Name: xxxxx xxxxxxxxxxx Huf Age: 00 Address: Flat No:B-0000

Building Name:xxxxxxxxxxx, Block Sector:Malad East, Road:Upper Govind Nagar City:Mumbai, District:Mumbai, State:Maharashtra, Pin:400097 PAN: XXXXX1182X

(9) Date of Execution 31/08/2023

(10) Date of Registration 01/09/2023

(11) Registration Number/Year <u>12345</u>/2023

(12) Stamp Duty Rs.5010.00/-

(13) Registration Fee Rs.1000/-

(14) Remark -

Thumb Impression of $\underline{\text{Joint S.R. Borivali 5}}$:





CHALLAN MTR Form Number-6



GRN MH0072 <u>00000</u> 202324E	BARCODE			III Date	26/08/2023-15:55:00	Form ID)	36A	
Department Inspector General Of Registration			Payer Details						
Stamp Duty		TAX ID / TAN (If Any)							
Type of Payment Registration Fee			PAN No.(If Applicable)						
Office Name BRL 10_JT SUB REGISTRAR BORIVALI 10			Full Name Mr xxxxx xxxxx xxxxx xxxxxxx						
Location MUMBAI									
Year 2023-2024 One	Time		Flat/Block No. Office No. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		XXX				
		Premises/Building INDUSTRIAL ESTATE							
Account Head D	Details	Amount In Rs.							
0030045501 Stamp Duty 5010.00		Road/Street		Road: W E HIGHWAY GOREGAON EAST MUMBAI - 400063					
0030063301 Registration Fee 1000.00		Area/Locality Mumbai							
			Town/City/District						
			PIN		4	0 (0 0	6	3
		Remarks (If Any) _							
		SecondPartyName= <u>Mr. XXXXXXXXXXXX</u>							
			Amount In	Six Thou	sand Ten Rupees Only				
Total 6,010.00		Words							
Payment Details IDBI BANK			FOR USE IN RECEIVING BANK						
Cheque-DD Details		Bank CIN	Ref. No.	691033 <u>00000</u> 082612	591033 <u>00000</u> 082612753 730922645				
Cheque/DD No.		Bank Date	RBI Date	26/08/2023-15:57:20 Not Verified with RB			RBI		
Name of Bank		Bank-Branch		IDBI BANK					
Name of Branch		Scroll No. , Date		Not Verified with Scroll					

Department ID: Mobile No.: 9892607123 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोदंणी करावयाच्या दस्तांसाठी लागु आहे नोदंणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही .