

WITHOUT PREJUDICE
LEAVE AND LICENCE AGREEMENT

THIS **LEAVE AND LICENCE AGREEMENT** made at Mumbai this ____ day of February, 2021 BETWEEN [REDACTED] [REDACTED] [REDACTED] having address at [REDACTED] [REDACTED] through its Attorney and cousin [REDACTED] [REDACTED], executed with the Sub-Registrar 2018 vide a Special Power of Attorney dated 1st June 2018, hereinafter referred to as “**the Licensors**” (which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the **One Part**

AND

- a. [REDACTED] Age-45 years, with Pan No. [REDACTED],
son of [REDACTED] having address at [REDACTED]
[REDACTED]
[REDACTED].

- b. [REDACTED] [REDACTED] [REDACTED] [REDACTED], [REDACTED] years, with Pan No.
[REDACTED], husband of [REDACTED] having address at [REDACTED]
[REDACTED]
[REDACTED].

as “the Licensee” of the **Other Part**;

WHEREAS :

- i) the Licensors are owners of the [REDACTED] [REDACTED] [REDACTED]
[REDACTED] and sufficiently entitled to use and occupy
and to grant a leave and licence in respect of [REDACTED] admeasuring
[REDACTED]. or thereabouts on the [REDACTED] [REDACTED]
(hereinafter referred to as “the said premises”) more particularly described
in the Schedule hereunder written;

- ii) the Licensee is in temporary need of residential premises and has requested
the Licensors to grant him a licence to use and occupy the said premises;

- iii) the Licensee has represented to the Licensors that :-
 - a) the use and occupation of the said premises by the Licensee to be made as hereinafter stated will not tantamount to a tenancy and will not create any tenancy or other similar rights;
 - b) at no point of time will the Licensee contend that this Agreement or the occupation of the said premises by the Licensee gives any title or other similar rights to the Licensee in respect of the said premises or any part thereof;
- iv) relying upon the representations made by the Licensee set out herein and believing the same to be true, the Licensors have agreed to allow the Licensee to use and occupy the said premises strictly on the terms and conditions set out hereinafter;

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Licensee confirms the representations made by him as hereinbefore recited and accepts that the said representations form the basis of this Agreement. The parties hereby declare, record and confirm that nothing herein contained nor the permission for licence herein referred to nor the use and occupation of the said premises by the Licensee will create any rights in the nature of tenancy or any other similar rights in favour of the Licensee or his family members, servants, visitors, clients, nor any of the persons aforesaid will at any time

contend that any tenancy rights or any similar rights have come into existence in favour of the Licensee or any of the persons aforesaid.

2. In consideration of the licence fee herein reserved and contained and relying on the representations made by the Licensee and believing the same to be true the Licensors doth hereby grant the Licensee a licence to use and occupy the said premises only for the bona fide purpose of strictly residential purposes for the period of 3 (Three) years commencing from 18.02.2021 and expiring on 17.02.2024. The licence fee for the occupation of the said premises is fixed at [REDACTED] per month along with TDS deductions 5% of full rent every March for the financial year for term of 3 years. The licence fee shall be payable in advance monthly by the 25th of every ongoing month. Service-tax, GST if applicable, shall be payable by the Licensee over and above the license fees. In the event if there is any delay by the Licensee in payment of licence fee, then in such an event the Licensee shall be liable to pay to the Licensors interest @ 21% per annum on such delayed payment, this being without prejudice to the other rights and remedies available to the Licensors in the matter.
3. The Licensee has deposited with the Licensors an interest free security deposit of [REDACTED] of [REDACTED] and shall keep deposited with the Licensors the said amount of [REDACTED]-[REDACTED] during the continuance of this Agreement to secure and enforce due compliance of this Agreement and the Licensors shall refund the said security deposit to the Licensee without interest subject to deductions, if any on termination or earlier determination of this

Agreement and simultaneously upon the Licensee handing over vacant possession of the said premises to the Licensors without any damage to the property and in as is where in condition along with regular wear and tear .

4. The license fee of the said Premises will stand increased 5% after every 12 months of occupation starting from 18.02.2021 till 17.02.2022, i.e. Rs. [REDACTED] from 18.02.2022 till 17.02.2023 and Rs. [REDACTED], from 18.02.2023 till 17.02.2024 and Rs. [REDACTED] after which this agreement automatically gets terminated.
5. The Licensee will deposit PDCs for 12 months to the Licensor. Any cheque bouncing charges will be deducted from the security deposit amount held with the Licensor. Before the end of 12 Months, the Licensee will give the next 11 Months PDCs to the Licensee. If the Licensee doesn't provide the PDCs timely this agreement will stand terminated automatically.
6. Neither party shall be entitled to terminate this Agreement during the initial 3 months of the license period which is the lock in period, after which either party shall be entitled to terminate this Agreement by giving 2 months written notice to that effect to the other.
7. The Licensee shall under no circumstances use the said premises as a commercial office or a guest house or service apartment or in any manner sub lease the premises.

8. The Licensee has inspected the said premises and is satisfied with the condition of the same. The Licensee has also satisfied with the title of the Licensors in respect of the said premises.
9. The Licensee shall make regular and timely payment of all utility charges, such as for electricity, telephone/broadband/gas, cable and other utilities in the said premises as per the bills received in respect thereof, however, the electric meter shall continue to stand in the name of Licensors and that the Licensee shall not apply for any electric connection in its name. The Licensee shall promptly forward copies of all such bills to the Licensors. The Licensee shall be liable to pay and clear all such dues outstanding for the license period on termination of this Agreement.
10. The Licensee shall not be entitled to carry out any structural addition or alterations in or to the said premises without prior written consent of the Licensors. It is expressly agreed and declared that any alterations, modifications or additions made by the Licensee in or to the said premises with the consent of the Licensors as aforesaid shall be at the cost and expense of the Licensee and any structural or permanent alterations shall at all times be and remain the exclusive property of the Licensors.
11. The Licensee shall keep and maintain the said premises allotted to him for his use in proper state of repair and condition at his own cost and expenses and on termination or earlier determination of this Agreement, the Licensee shall hand over vacant possession of the said premises to the Licensors in the same

condition as it was on the day the Licensee was put in use and occupation of the said premises (normal wear and tear excepted).

12. The Licensee shall not store any hazardous or inflammable articles except gas cylinders for the purpose of cooking in the said premises.
13. The Licensee shall ensure that the said premises are used in a prudent manner and shall observe all the rules and regulations of the said Society. The Licensee shall not do or cause to be done anything whereby the Licensors' right to hold the said premises is avoided, forfeited or extinguished and the Licensee shall indemnify the Licensors against any claim, demand or loss which may be suffered by the Licensors by virtue of any such act of the Licensee. Likewise the Licensors shall be responsible for payment of any outgoings/claims etc if any made by the Society/builder/AOP on account of maintenance, sinking fund, property tax, water charges, or any other charges as may be levied by them. Licensee in no manner whatsoever will be responsible to pay for such demand. The Licensee shall obtain NOC for occupation of the premises from the developer / society and police before registration. Any major repairs on the fitting and furnishing will be done by the Licensors after taking account of any specific damages.
14. The Licensors has provided many items in the flats as fixtures mentioned in Annexure-1
15. The Licence hereby granted by the Licensors to the Licensee is personal to the Licensee and the same is not transferable by the Licensee .

16. In the event the Licensee commits breach of the terms and conditions contained herein, the Licensors shall have the right to give the Licensee a notice calling upon the Licensee to rectify the breach complained off within 15 days of the receipt of the notice. In the event the breach complained off is not rectified within the said notice period, the Licensors shall have the right to terminate this Agreement forthwith. In the event the Licensee commits a similar breach for more than two times, then in such an event the Licensors shall be entitled to terminate this Agreement forthwith without having to give to the Licensee the said 15 days notice. These rights and remedies are without prejudice to the other rights and remedies of the Licensors available under law. Further any indulgence shown by the Licensors will not amount to waiver of their rights.
17. It is expressly agreed that the Licensors shall always be deemed to be in legal possession of the said premises and that the Licensee shall only have a mere licence to use and occupy the said premises as per the terms and conditions of this Agreement and that only a duplicate key has been handed over to the Licensee, the original shall always remain with the Licensors and that the Licensee shall not change or add any lock without the written approval of the Licensors, further on termination or earlier determination of this Agreement the Licensee shall hand over vacant possession of the said premises to the Licensors simultaneously against the Licensors delivering to the Licensee pay order for the security deposit after deductions, if any and further the Licensee shall simultaneously hand over to the Licensors the duplicate key to the said premises. The Licensors shall in no way be responsible or liable for any kind of legal or financial liability arising out of retaining the keys and the Licensee agrees not to make any claims against the Licensors in this regard.

18. The Licensee and all persons occupying the said premises will take due care and caution and shall not do or cause anything to be done in the said premises which is likely to be a nuisance or annoyance or harm to the other occupants of the building or which can cause any damage to the said premises or the said building or any part thereof.
19. Upon the termination or earlier determination of this Agreement the Licensee shall remove from the said premises all persons referred to above and their belongings and shall hand over vacant possession of the said premises to the Licensors, in a proper state of repair, normal wear and tear excepted.
20. Upon the termination or earlier determination of this Agreement if the Licensee fails to hand over vacant possession of the said premises to the Licensors, in spite of the fact that the Licensors are ready and willing to hand over the security deposit after deductions, if any by pay order to the Licensee, it is agreed that the Licensors shall have a right to remove from the said premises and/or to prevent from entering in or upon the said premises all persons referred to above herein and their belongings. In event of the Licensee or any of the persons referred to herein entering upon the said premises in breach of the provisions of this clause, they shall be regarded as trespassers and the Licensors shall have the right to take all steps to prevent the persons referred to herein from committing such trespass upon the said premises. The Licensee agrees and undertakes for himself and each of the persons referred to herein not to enter upon the said premises or commit trespass after termination or earlier determination of the Agreement even if the Licensee is contesting the validity of such termination or determination.

21. In case of occurrence of Point 18 to 20, Upon the termination or earlier determination of this Agreement if the Licensee fails to hand over vacant possession of the said premises to the Licensors, in spite of the fact that the Licensors are simultaneously ready and willing to hand over the security deposit after deductions, if any by pay order to the Licensee, it is agreed that the Licensee shall pay to the Licensors every day mesne profit of ██████████/- (██████████) per day from the date of such default until such time as the Licensee has handed over vacant possession of the said premises to the Licensors. In the event the Licensee makes delay in payment of mesne profit then in such an event the Licensee shall be liable to pay to the Licensors interest @ 21% per annum on such delayed payment. It is further agreed that the Licensors shall have a right to give to the Licensee a 60 days notice calling upon the Licensee to hand over vacant possession of the said premises to the Licensors and even inspite of the said notice if the Licensee fails to hand over vacant possession of the said premises to the Licensors before the expiry of the said notice period of 60 days, for reasons solely attributable to Licensee then in such an event the said security deposit amount of ██████████ (██████████) shall stand forfeited and thereafter the Licensors shall not be required to refund the said security deposit. It being understood that these rights and remedies of the Licensors are without prejudice to the rights and remedies available to the Licensors to remove all the persons referred to herein and their belongings from the said premises and take vacant possession thereof.
22. On termination or earlier termination of this Agreement, the Licensors shall retain a sum of ██████████ from

out of the security deposit for a period of 30 days from the date the Licensee has handed over vacant possession of the said premises to the Licensors. The said amount shall be retained for payment towards any dues such as electricity charges due and payable by the Licensee under this Agreement. The said amount of [REDACTED] shall after deductions, if any, be refunded to the Licensee 1 Month after the Licensee has handed over vacant possession of the said premises to the Licensors. It is further agreed that if any dues payable by the Licensee are found to exceed the said amount of [REDACTED] the same shall be payable by the Licensee to the Licensors.

23. Upon such termination or earlier determination, the Licensee shall remove all fittings, fixtures and furniture brought into the said premises by the Licensee or any of the persons referred to herein, however the Licensee agrees and undertakes that if any damage be caused to the said premises by such removal, the damage so caused shall be repaired by the Licensee at its cost.
24. The Licensors and/or persons authorized by them shall be entitled to visit and inspect the said premises by giving 48 hours prior written notice to the Licensee.
25. The Licensors shall not be responsible or liable for any theft, loss, destruction of any property of the Licensee or his family members, servants, visitors lying in the said premises nor shall the Licensors be responsible or liable for any bodily injury to any person in the said premises.

26. The Licensors shall be entitled to deduct rent and interest on delayed due from the Licensee from out of the security deposit amount lying with the Licensors.
27. The Licensee shall during the last one month of the licence period permit the Licensors to give inspection to other Licensees or prospective Transferees to inspect the said premises at reasonable times.
28. It is agreed that the Licensee shall be responsible for the conduct of his clients, family members, servants, visitors in respect of the said premises and that the Licensee shall ensure that the terms and conditions of this Agreement are strictly complied with.
29. The Licensee can use Club house facilities, if they wish to, by paying membership fees quarterly to society office directly.
30. The Licensors agree and undertake that upon the Licensee observing and performing the stipulations and covenants herein contained to be observed and performed by him, the Licensee shall during the period of this Agreement, use and occupy the said premises without interference from the Licensors or any person or persons claiming under or through them.
31. Notwithstanding anything contained herein and without prejudice to any other rights or remedies which may be available to the Licensors in pursuance of this Agreement, the parties agree that if the Licensors so desire, they shall be entitled to avail of the right conferred by section 24 of The Maharashtra Rent Control Act, 1999.

32. Any notice intended to be given by any party hereto to the other, shall be deemed to be properly and validly given if it is delivered to or sent by Registered Post to the respective address of the parties hereinabove mentioned.
33. In the event of any change, modification or amendment in Law relating to Leave and Licence by any Act of Legislation, Notification, Ordinance, Judgement or otherwise however, by virtue whereof the licensee is granted, conferred upon and/or entitled to any greater rights other than those conferred under these presents as contemplated under Maharashtra Rent Control Act, 1999, then in such an event this Agreement shall come to an end on the day prior to such legislation notwithstanding the tenure of the licence granted hereunder.
34. This Leave and Licence Agreement is required to be registered as per the Maharashtra Rent Control Act, 1999. The Licensee shall promptly attend the office of the Sub-Registrar to admit execution of this Agreement. The Licensors shall retain the registered original document. The Licensee can take duplicate from the sub-registrar at his own cost.
35. Stamp duty and registration charges payable on this Agreement shall be paid by the equally by the Licensor and the Licensee.
36. The Income-Tax PAN of the Licensors are [REDACTED] and that of the Licensee is
- a. [REDACTED] (Name) – [REDACTED] (Pan no.)
 - b. [REDACTED] (Name) – [REDACTED] (Pan no.)

respectively.

37. Notices if any will be given to:

- In Case of Licensor: [REDACTED], residing at [REDACTED]
[REDACTED]
- In Case of Licensee: [REDACTED] [REDACTED] [REDACTED] in the building known as “[REDACTED]”
[REDACTED].

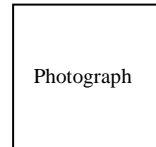
38. This Agreement is subject to the jurisdiction of all Courts in Mumbai.

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

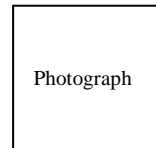
THE SCHEDULE ABOVE REFERRED TO:

[REDACTED] admeasuring approx. [REDACTED] or thereabouts on the [REDACTED] floor in the building known as “[REDACTED]”, along with two mechanized car parking spaces situated at [REDACTED]
[REDACTED].

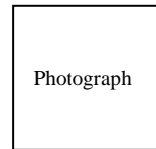
SIGNED AND DELIVERED by the)
Within named Licensors)
██████████, through its Power)
Of Attorney Holder ██████████)



SIGNED AND DELIVERED by the)
withinnamed Licensee)
██████████)



SIGNED AND DELIVERED by the)
withinnamed Licensee)
██████████)



Received from the withinnamed Licensee)
a sum of ██████████/- (Rupees Three Lacs Thirty Thousand only)
vide cheque no.)
_____ dated _____ drawn on)
_____)
as security deposit)

I SAY RECEIVED

LICENSORS

Annexure -1 (Fixtures)

1. 04 Nos 2 Ton Air Conditioners
2. 01 Nos 1.5 Ton Air Conditioner
3. Modular Kitchen Cabinets and Chimney & Hob
4. Exhaust Fans in toilets and kitchen
5. Ceiling Fans in all rooms
6. Light Fixtures in all rooms
7. Water Boilers in all 4 bathrooms
8. 4 Double Beds with 4 double bed mattresses
9. 04 triple door wardrobes along with side table