

महाराष्ट्र MAHARASHTRA

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21 FEB 2023

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जिल्हा कोषागार कार्यालय, कोल्हापूर
13 FEB 2023
मुद्रांक प्रमुख लिपीक / लिपीक

जाडपत्र-? 23885
मुद्रांक विक्री नोंदवही अनु.क्रमांक _____ दिनांक _____
दस्ताचा प्रकार/अनुच्छेद क्रमांक _____
दस्त नोंदणी करणार आहेत का? होय/नाही - नोंदणी होणार असल्यास
दुय्यम निबंधक कार्यालयाचे नांव _____ मोबदला रक्कम Rs. _____
मिळकतीचे वर्णन _____
मुद्रांक विकत घेणाऱ्याचे नाव Swapnil Maskar
दुसऱ्या पक्षकाराचे नाव Praveen Maskar
हस्त असल्यास त्याचे नाव व बत्ता _____
मुद्रांक शुल्क रक्कम Rs. 100/-

मुद्रांक विकत घेणाऱ्याची सही
श्री. रविन्द्र विष्णू शिंगाडे, परबाना क्र. 13/2000, नविन ब.ज. : 12010 3
मुद्रांक विक्रीचे ठिकाण : सुनिता सर्किसिस, शॉप नं. 23, इनात सेंटर एनेव
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी
मुद्रांक खरेदी केल्याबासून 6 महिन्यात ताबडपणे बंधनकारक आहे

LEAVE AND LICENSE AGREEMENT

THIS INDENTURE made on this 21st day of February Two Thousand Twenty Three between MR. SWAPNIL PRAKSAH MASKAR Age: about 29 years, PAN: BRXPM4609N residing at 2101, SIGNIA OCEANS, PLOT NO 7 & 8, SECTOR 10 A, AIROLI NAVI MUMBAI, MAHARASHTRA-400708 hereinafter called the 'LICENSORS' which expression shall wherever the context so admits, mean and include his heirs, executors, legal representatives and assigns, of the ONE PART

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and **MR. PRAVEEN NARAYAN GAIKWAD** Age: about 43 years, PAN: **AKJPG0699J** residing at **D/202, JARVARI, SERVEY NO 102, 1/2/3, KUNAL ICON ROAD, PIMPLE SAUDAGAR, PUNE CITY, PUNE, MAHARASHRA - 411 023** hereinafter called the '**LICENSEE**' which expression shall wherever the context so admits, mean and include its successors-in-interest and assigns, of the OTHER PART, witnesseth;

WHEREAS the Licensors declares that he is the absolute owner of the premises situated at **F-304, YASH PARADISE CHS LTD, PLOT NO. 4/5/6/7, SECTOR 8A, AIROLI, NEW MUMBAI, MAHARASHTRA - 400 708** area 2BHK hereinafter called the '**said premises**'.



AND WHEREAS the Licensors has offered to let the said premises on the terms and conditions hereinafter contained.

AND WHEREAS the Licensee has agreed to take the aforesaid premises on Leave and License Agreement on the following terms and conditions: -

NOW THIS INDENTURE WITNESSETH AS FOLLOWS: -

1. In consideration of the rent hereinafter reserved and the Licensee covenants and conditions hereinafter contained, the Licensors do hereby demise unto the Licensee the said premises at **F-304, YASH PARADISE CHS LTD, PLOT NO. 4/5/6/7, SECTOR 8A, AIROLI, NEW MUMBAI, MAHARASHTRA - 400 708** more particularly described in the schedule hereunder.
2. That the lessor shall permit the lessee to occupy and use the said portion for residential purposes for staff of the Lessee. The lease shall be initially for a **period of 12 Months from 1 JANUARY 2023 TO 31 DECEMBER 2023** and extendable as per mutual consent.
3. The Monthly License Fees Including the fitting and fixture and monthly maintenance charges shall be **Rs 24,000/- (RUPEES TWENTY FOUR THOUSAND ONLY) IN THE NAME OF MR. SWAPNIL PRAKSAH MASKAR** per month from **1 JANUARY 2023 TO 31 DECEMBER 2023** towards advance rent for the said premises, such rent being payable on or before the 10th day of each English Calendar month in advance. Hike in monthly maintenance charges shall be depends on mutual understand between Licensors and Licensee.
4. An interest free Security Deposit of **Rs. 50,000/- (RUPEES FIFTY THOUSAND ONLY) IN THE NAME OF MR. SWAPNIL PRAKSAH MASKAR FROM 1 JANUARY 2023 TO 31 DECEMBER 2023** has been paid by the Licensee to the Licensors, the receipt of which sum the Licensors do hereby acknowledges and this amount shall either be repayable at the time of vacating the premises on or before completion of period of **12 Months** after adjustment of dues and damages, if any.
5. **Lock in period:** Both the parties have agreed to set lock in period of **3 MONTHS** during which neither the Lessor to vacate the premises, nor the lessee or shall vacate the premises on his own during the lock-in period. In spite of this mandatory clause, if the Lessee leaves the premises for whatsoever reason, he shall pay to the Lessor license fee for the remaining lock-in period at the rate of agreed upon in the agreement. On the other hand, Lessor shall compensate the Lessee for loss and inconvenience caused to the Lessee if he has been asked to vacate the premises
6. The Licensee shall deduct tax at source in respect of the rent herein reserved at the applicable rate and prescribed under the Income Tax Act and amended from time to time. Relevant TDS Certificate will be issued after the end of the Financial Year.
7. The Licensors will indemnify the Licensee against any damage and expense which the Licensee might suffer by reason of any claim against defect in the title or approvals of the Said Premises from all appropriate, and competent authorities, or by reason of a breach of or default in relation to any of the Licensors covenants hereunder. Without prejudice to the generality of the foregoing, if, at any time, there is any cloud on original Licensors title or if there is any claim from any third party claiming the ownership of the Said Premises, the Licensee shall immediately stop making any payment to the Licensors until the Licensors or such third party claiming the right to receive rent has furnished proof satisfactory to the Licensee as to its entitlement to the said rent.

8. THE LICENSEE COVENANTS WITH THE LICENSORS AS FOLLOWS: -

- i. To pay the reserved rent on the day and in the manner aforesaid and to pay all charges for electricity and water consumed by the Licensee on the demised premises as per meter readings. And the paid utilities Bills shall be handed over to Licensor.
- ii. To permit the Licensors and his agents with or without workmen and others at all reasonable times during the day to enter upon the demised premises to view the condition thereof or to carry out necessary repairs thereto, the Licensors, however, first giving to the Licensee twenty four hours' notice in writing of his intention so to enter.
- iii. Not to make any additions or alterations in the demised premises except with the written permission of the Licensors.
- iv. To use the demised premises for residential purposes by the Licensee's employees.
- v. Not to sublet the premises in whole or in part without prior written permission of the Licensors. Under no circumstances shall the period of such sub-tenancy extend beyond the date on which this Leave and License Agreement absolutely determines.
- vi. To have the right to take away any fixtures that they may attach to the said premises such as air conditioners, shades, water heaters and other electrical appliances or any items such as owned by the Licensee, and to make good any damages that are occasioned thereby.
- vii. On the determination of the tenancy yield up the demised premises in as good order and conditions as the same are now subject to a reasonable use and wear and tear, damage by fire, riot or act of God or accident being exempted.
- viii. The licensee shall be allowed to use facilities, fittings and appliances as per enclosed ANNEXURE-A. And the licensee shall take all good care of the said premises including facilities, fittings and appliances being provided in the flat at the time of possession. In the event of any damages being caused in the course of use thereof due to negligence or fault of client. The client shall make good to such damages or repair or replace at his own cost.

9. THE LICENSORS HEREBY COVENANTS WITH THE LICENSEE AS FOLLOWS: -

- i. During the said term to pay in time all rates, taxes and outgoings including any payments to Association of Owners, imposed or payable in respect of the demised premises, except the charges covenanted to be paid by the Licensee in Clause 8 (i) hereof.
- ii. On the Licensee paying the rent hereby reserved and observing and performing the several covenants and stipulations hereby contained, they shall peaceably hold and enjoy the demised premises during the term hereby created without any interruption by

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the Licensors or by any person rightfully claiming through, under or in trust for him.

- iii. To keep the said premises with the roofs, walls and passages, wind and water-tight and the sanitary and electrical installations in good order and repair and to carry out from time to time all structural repairs in respect thereof. Minor repairs such as replacement of bulbs etc. will be arranged by the Licensee at their expenses.

10. PROVIDED ALWAYS AND IT IS HEREBY MUTUALLY AGREED AS FOLLOWS: -

- i. This Leave and License Agreement is for the period of **12 Months from 1 JANUARY 2023 TO 31 DECEMBER 2023** with an option to renew the same for a further period on the terms and conditions mutually agreed upon. Either party has got an option to terminate this agreement by giving one calendar months' notice in writing to other at the end of agreement period.
- ii. If the rent hereby reserved or any part thereof shall be unpaid for two months after becoming payable or if any of the covenants on the Licensee's part herein contained shall not be performed or observed, it shall be lawful for the Licensors at any time thereafter to re-enter the demised premises or any part thereof and thereupon this demise shall absolutely determine but without prejudice to the remedy of either party against the other in respect of any antecedent breach of covenant herein contained.
- iii. In case the demised premises or any part thereof shall at any time during the said term be destroyed or damaged by fire so as to be unfit for occupation and use by the Licensee, payment of the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the demised premises shall be again rendered fit by the Licensors for occupation and use. If the demised premises shall not be re-built or re-instated by the Licensors within three calendar months after the event, the Licensee shall be at liberty to give notice to the Licensors in writing determining this Leave and License Agreement and thereupon this Leave and License Agreement shall absolutely determine but without prejudice to any claim by either party against the other in respect of any antecedent breach of covenant herein contained.



ANNEXURE-A

SCHEDULE REFERRED TO ABOVE

The premises at **F-304, YASH PARADISE CHS LTD, PLOT NO. 4/5/6/7, SECTOR 8A, AIROLI, NEW MUMBAI, MAHARASHTRA - 400 708.**

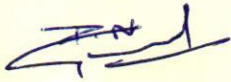
IN WITNESS WHEREOF the parties hereto have signed this Agreement on the day, month and year first above written.

Signed and delivered by



MR. SWAPNIL PRAKSAH MASKAR
Through the Licensors above named,

Signed and delivered for

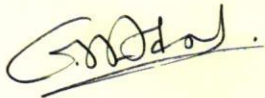


MR. PRAVEEN NARAYAN GAIKWAD
Through The Licensee above named

in the presence of: -

Witness: - (with name & address)

1. MR. GANESH SAVATA ADSUL



Witness: - (with name & address)

2. MR. RUPESH P HALDE

