

19 JAN
11/19/2023

NOTARIAL
REG. SR. NO
1158765

AGREEMENT FOR LEAVE & LICENSE OF SHOP

This AGREEMENT has been entered into at Mumbai, on this 20th day of January, 2023, BETWEEN MR. VIRAL BHUPENDRA TEJURA S/o. BHUPENDRA JAMNADAS TEJURA, aged 35 years, adult, Indian Inhabitant of Mumbai, having Shop Premises and Owner of Shop Premises bearing Shop No. 1, Ground Floor, Vinayak Shopping Centre and Premises Co-op. Soc. Ltd., situated at Padmakar Jawle Road, Opp. Railway Station, Dahisar (East), Mumbai - 400 068, Aadhar Card no. 6111 7071 8252, PAN No. AAAPT8674P, Mobile No. 7710981987, hereinafter referred to as

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जम्बयत्र ६

मुद्रांक विच्छेद के लिये जम्बयत्रांक दिनांक

परवाना क्रमांक 20 JAN 2023

किसी मॉडर्न कलम का नाम क्या है ? :- होय/नाही

निम्नलिखित प्रश्नों का उत्तर दीजिए

मुद्रांक विच्छेद के लिये नाम व पता Nihal B. Tejura

दस्तावेज प्रदाता का नाम व पता

हस्तो अक्षरों का नाम/पता Mayur

हस्तो सही

परवानाधारक मुद्रांक विच्छेदकर्ता की सही (प्रमोद आर. दुवे)

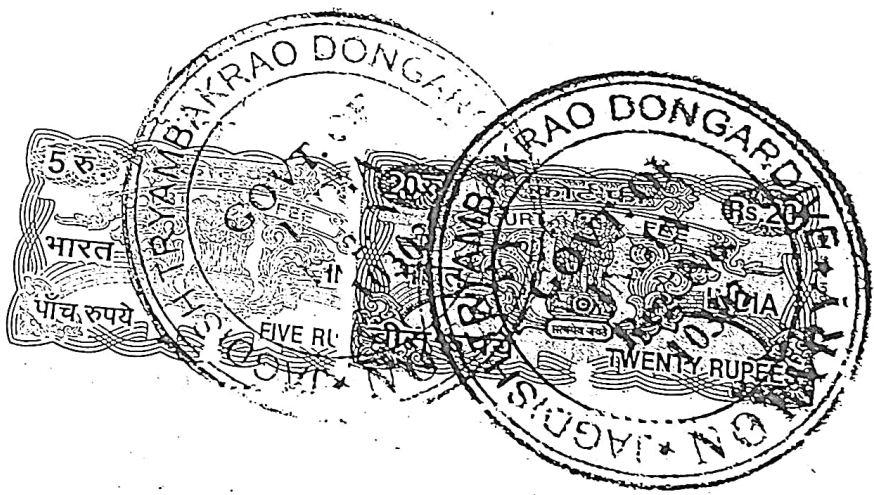
मुद्रांक विच्छेद पता - आदेश्वर कृपा, शांती पार्क, मीरा रोड (पूर्व), जयपुर

परवाना क्रमांक 92090893

मुद्रांक खरेदी के लिये पासपोर्ट साइज में नवनिर्मित का प्रयोग बंधककारक आहे.

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20 JAN 2023



"THE LICENSOR" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his legal heirs, executors, administrators and assigns) of 'ONE PART' :


AND

MAHESH RAMCHANDRA GUPTA, aged about 38 years, adult, Indian inhabitant of Mumbai, and presently residing at Room No. F/7 22/2, Shanti Nagar, Opp. Tulja Bhavani Mandir Chawl, Between Highway and S.V. Road, Dahisar (East), Mumbai - 400 068, Aadhar Card No. 5150 7198 2741, PAN No. AZNPG3853H, Mob. No. : 8779213314 / 9769547312, hereinafter referred to as "THE LICENSEE" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his legal heirs, executors and administrators) of the 'OTHER PART' :

WHEREAS the Licensor is the Owner of shop bearing No. 1, Ground Floor, Vinayak Shopping Centre and premises Co-op Soc. Ltd., situated at Padmakar Jawle Road, Opp. Railway Station, Dahisar (East), Mumbai - 400 068, bearing Survey No. 32, Hissa No. 1/9, CTS No. 1004, of Village - Dahisar, Taluka - Borivali, B.S.D. Adm. Shop Area about 145 Carpet + Opla Space 81 Sq.ft. = Total area 225 Sq.ft. Carpet from One M/s. H. B. Construction (through Mr. Jyotin Batiavia) having its registered office at Vile Parle (West), Mumbai, by executing an Agreement dated 12/02/1979 and since last 42 years Mr. Bhupendra J. Tejura was the absolute owner seized and possessed of or otherwise well and sufficiently entitled to the above said Shop premises being Shop No. 1, Ground Floor, Vinayak Shopping Centre and Premises Co-op. Soc. Ltd.,

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 situated at Padmakar Jawle Road, Opp. Railway Station, Dahisar (East), Mumbai - 400 068, bearing Survey No. 32, Hissa No. 1/9, CTS No. 1004 of Village - Dahisar, Taluka - Borivali, B.S.D. adm. Shop Area about 145 Carpet + Ota Space 81 Sq.ft. = Total Area 225 Sq.ft. Carpet. hereinafter called and referred to as the "SAID SHOP PREMISES". But Mr. Bhupendra J. Tejura was expired on 26/12/2017 in Mumbai, and as per his Will dtd. 16/10/2015 as a Sole Executor, he has appointed his Son Mr. VIRAL BHUPENDRA TEJURA the Licensor abovenamed as 100 Share in his favour. And as per his said WILL the Licensor abovenamed is the exclusive and absolute owner seized, possessed the said Shop hereinafter referred to as the said SHOP PREMISES for the sake of brevity.

WHEREAS the LICENSOR has absolute seized and possessed of or otherwise well and sufficiently entitled to the Shop Premises and Owner of Shop premises bearing Shop No. 1, Ground Floor, Vinayak Shopping Centre and Premises Co-op. Soc. Ltd., situated at Padmakar Jawle Road, Opp. Railway Station, Dahisar (East), Mumbai - 400 068, bearing Survey No. 32, Hissa No. 1/9, CTS No. 1004 of Village - Dahisar, Taluka - Borivali, B.S.D. adm. Shop Area about 145 Carpet + Ota Space 81 Sq.ft. = Total Area 225 Sq.ft. Carpet. hereinafter called and referred to as the "SAID SHOP PREMISES".

The LICENSEE has approached the LICENSOR with request to allow the LICENSEE to temporarily period of 24 (Twenty Four) Months for the use and occupy the said Shop Premises for





COMMERCIAL/VEGETABLE purpose only, on the following terms and conditions agrees between both the parties hereto.

NOW THIS INDENTURE WITNESSETH AS UNDER :-

- 1) The Licensee shall agrees to pay the sum of Rs. 1,20,000/- (Rupees One Lakh only) paid by **Two Cheques** (1) bearing Cheque No. 603271, Dtd. 23/01/2021, drawn on Central Bank of India, Dahisar (East) Branch, Mumbai - 400 068 for the amount of Rs. 1,00,000/- and (2) Cheque No. 603275, Dtd. 23/01/2023 drawn on Central Bank of India, Dahisar (East) Branch, Mumbai - 400 068 for the amount of Rs. 20,000/- the interest free **Security Deposit amount**) for observance the terms and conditions of the Agreement for Leave and License and the LICENSOR agree to refund and return this Security Deposit amount upon expiration of **24 (Twenty Four) Months** period of this Leave and Licence period after deduction therefrom all the dues such as monthly compensation amount, loss, damage to the said SHOP premises or any fines or forbearance affecting the Licensor/Owner if any.
- 2) The LICENSEE shall agrees to pay the sum of Rs. 51,000/- (Rupees Fifty One Thousand only) (i.e. Rs. 1,700/- per Day) (out of which Rs. 800/- (Rupees Eight Hundred only), shall be taken by Viral B. Tejura & Rs. 900/- (Rupees Nine Hundred only), shall be taken by Dilip Jamnadas Tejura, as and by way of **DAILY COMPENSATION**), and the Licensee shall agree to pay the said compensation on **DAILY BASIS** of each and every succeeding days.



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- 3) That the Licensor has granted the leave and License to the Licensee and allow the Licensee to use and occupy the above said SHOP premises for his **COMMERCIAL** use purely on temporary period of 24 (Twenty Four) Months on Leave and License basis deemed to have commenced from 20th day of **JANUARY, 2023** and shall expire on 19th day of **JANUARY, 2025** (i.e. 20/01/2023 To 19/01/2025).
- 4) In addition to the **LICENSE FEE/COMPENSATION** the Licensee shall pay the Electricity & Water charges and other outgoing charges related to his business, at his own cost as per his consumption, regularly without any delay.
- 5) That the Licensor can extend the said Leave & License Agreement with the same Licensee as per their mutual understanding in future.
- 6) It is also agreed by the Licensor that he will pay separately all the maintenance charges whatsoever applicable and also all the outgoings pertaining to the use and occupation of the said Shop to the said society.
- 7) The Licensee shall not make any additions or alterations and/or any documents related to the said Shop property in the name of the said Shop premises without written consent and permission of the Licensor as well as the said society and will do the necessary modification or alteration with the prior permission of the B.M.C. at his own cost.



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