

Bayes Hotel

At VIRAR This 1<sup>st</sup> Day Of OCT 2023

## **AGREEMENT FOR LEAVE & LICENCE**

FLAT / ROOM / SHOP / GALA- NO. 12, 11, 12 ON THE Gr. fl<sup>st</sup> FLOOR

**BULLDING KNOWN AS**  
Samarth Krupa



### **LICENSOR/S**

**SHRI / SMT.M/S.** Kunal Mohan Tandel  
House No. 443, Holi Maidan, Narangi, Virar (E)  
Dist. Palgha - 401305

### **LICENSEE/S**

**SHRI / SMT.M/S.** KEMT's Virar Homoeopathic  
Medical College, Narangi Bypass Road  
Virar (East) Dist. Palgha - 401305

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100

ONE HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA  
INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

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58AA 964161

Sub-Treasury Office  
Vasai

26 OCT 2023

Sub Treasury Office  
Vasai  
Addl. Treasury Officer

26 LEAVE AND LICENCE AGREEMENT

ARTICLES OF AGREEMENT made and

entered into at VIRAR this 1<sup>st</sup> day of October /2023 BETWEEN

Shri/Smt./M/s. Kunal Mohan Tandel

residing at House No. 443, Holi Maidan, Naringi, Mangala Athi, Virar (W)

Indian inhabitant/s,

(hereinafter called and referred to as "the LICENSOR/S") of the ONE PART AND

Shri/Smt./M/s. KEMT's Virar Homoeopathic Medical College & Hospital

residing at Naringi Bypan Road, Virar (E) Dist: Palghar 401305

Indian Inhabitant, (hereinafter called and referred to as "the LICENSEE/S" of the OTHER PART.

WHEREAS the licensor/s are/is the lawful owner/s, of the Flat/Shop/Room/Ind. Gala premises bearing No. 1, 2, 11, 12 on the Gr 4<sup>th</sup> Floor, in the Building / Estate known as Samarth Krupa, Near Adarsh Vidyalaya, Naringi, Virar (W) having an area of 1940 Sq.ft. or thereabouts (hereinafter referred to as "THE SAID PREMISES").

AND WHEREAS the licensee/s approached the Licensor/s and made a request to allow/ him them to use and occupy the said premises on "LEAVE AND LICENCE" basis from the 1<sup>st</sup> day of OCT /2023, till the 30<sup>th</sup> day of Sept /2024 (both days inclusive)

AND WHEREAS the licensor/s allowed the licensee/s the use and occupation of the said premises for a period of 11 months commencing from the 1<sup>st</sup> day of October /2023 till the 30<sup>th</sup> day of Sept /2024 (both days inclusive), on the the terms and conditions hereinafter mentioned.

30 OCT 2023

1120

जोड़पत्र - १/Annexure - I

फक्त प्रतिज्ञापत्रासाठी / ONLY FOR AFFIDAVIT

1. सुत्रांक विली नोंदवली अनु. क्रमांक ' दिनांक  
(Serial No. / Date) 30 10 23
2. सुत्रांक विगत वेप्याची ठिकाण/पत्ता व सही  
(Stamp Purchaser's Name,  
Place of residence & signature)
3. परवानाधारक सुत्रांक विगतवली सही  
व परवाना क्रमांक तसेच सुत्रांक विगतवे ठिकाण/पत्ता १२०२०१०, मालासोपारा (प)  
(ज्या कारणासाठी ज्यांनी सुत्रांक खरेदी केला त्यांनी त्याच कारणासाठी सुत्रांक खरेदी केल्यापासून  
द सहिन्वत वापर घेणे संघाकारक आहे.)

J. P. TRIPATHI (M.A.L.L.B)  
ADVOCATE HIGH COURT  
R/O, Abdul Aziz Chawl, 24,  
Room No.4, L.B.S. Marg, Navpada,  
Kurla (West), Mumbai-400070

श्री. शौकत विघोळकर

१२०२०१०, मालासोपारा (प)

**NOW THIS PRESENTS WITNESS** as follows :-

1. The Licensor/s hereby grant **"LEAVE AND LICENCE"** to the Licensee/s to the use and occupancy of the said premises for a period of 11 months commencing from the 1<sup>st</sup> day of October / 20 23, till the 30<sup>th</sup> day of September / 20 24 (both days inclusive).
2. The Leave and Licence hereby granted is for a period of 11 months only as aforesaid, in the first instants, with an option to the Licensee/s for extension for a further period of Eleven months, in which case, a separate **"LEAVE AND LICENCE"** agreement shall have to be executed.
3. The Licensee/s has/here paid a sum of **Rs.** \_\_\_\_\_  
**(Rupees)** \_\_\_\_\_ only)  
by cash/cheque bearing number \_\_\_\_\_ dated \_\_\_\_\_, drawn on the \_\_\_\_\_  
to the Licensor/s as a Security deposit, free from interest, towards due observance and performance of the terms, conditions. and covenants of this agreement (the payment and receipt whereof, the Licensor/s doth/do hereby admit and acknowledge of and from the Licensee/s

4. The Licensee/s shall pay the monthly compensation mutually agreed upon and fixed at Rs. 15,000 /-  
(Rupees fifteen Thousand only only)  
towards the use and occupation of the said premises, fittings and fixtures therein, in advance, on or before the **10th** of each month. The said compensation is exclusive of Electricity, Water and maintenance charges and other outgoings, if any.

**OR**

4. The Licensee/s on payment of Security Deposit shall cease to pay monthly compensation till the end of the period mentioned here in above. The monthly compensation of Rs. \_\_\_\_\_/-  
(Rupees \_\_\_\_\_ only)  
will be adjusted against the sum of security deposit paid as mentioned herein above towards the use and occupation of the said premises, fittings and fixtures therein. The said compensation is exclusive of Electricity, Water and maintenance charges and other outgoings, if any, on completion of the agreement period, the Licensee's shall receive the balance amount of Security Deposit after deduction of monthly compensation and any monetary loss if any, suffered by the Licensor/s.

5. It has been mutually agreed upon by the between the parties hereto that the Licensee/s shall be liable to pay the compensation for the entire period of Eleven months irrespective of the use and occupation of the said premises and/or earlier vacation thereof.

6. It has been further mutually agreed upon by the between the parties hereto that :-

- (a) In case, the licensee/s commits defaults in payment of the monthly compensation as aforesaid or commits breach of any of the terms, conditions and covenants of this Agreement, the Licensor/s shall be entitled to revoke forthwith this **"LEAVE AND LICENCE"**
- (b) at all times, the Ownership and possession of the said premises shall be that of the Licensor/s and
- (c) the Licensee/s shall not and occupy the said premises as **"LICENSEE/S"** and shall not claim any interest of any nature, whatsoever in the said premises.

7. The Licensee/s doth/do hereby agree and assure :-

- (a) to pay the Electricity, Water and Maintenance charges and other outgoings, if any by the due date without fail and,
- (b) to take reasonable care of all singular the said premises and shall indemnify the Licensor/s from and against any damage and/or loss, other than by ordinary use and occupation thereof.

8. The Licensee/s shall, on expiry of the period of this Agreement or on earlier revocation and/or vacation of the said premises, remove himself/themselves and handover the possession of the said premises, fittings and fixtures therein, peacefully and without any let or hindrance.

9. On taking over the possession of the said premises, the Licensor/s shall immediately return the Security Deposit to the Licensee/s, after deducting therefrom the amount of outstanding compensation. If any, besides the loss in terms of money, suffered by them on account of damage to the said premises, fittings and fixtures therein.

10. In case any one of the parties wishes to terminate the Agreement before completion of its period as mentioned in this Agreement, the said party must give one months notice to the other party.

11. The Licensee will not use the said premises for any illegal or immoral purpose. If the Licensee is found in running any illegal activity, the Licensee will be asked to leave premises forthwith.

12. The Licensee shall not give the said premises to any other person / persons without written permission of the Licensor.

**IN WITNESS WHEREOF**, the parties have to have here in to set and subscribed their respective hands the day and year first here in above written.

### **SCHEDULE OF PROPERTY**

- 1) Property Owner's Name : Kunal Mohan Tandel
- 2) Village : Naringsi, Virar (W)
- 3) S. No. : \_\_\_\_\_
- 4) H. No.: \_\_\_\_\_
- 5) Flat No./Shop No./Gala No.: 1, 2, 11, 12
- 6) Area : \_\_\_\_\_ Sq. Ft. 1940
- 7) Address : Samarth Krups Near Adarsh Vidyalay  
Naringsi, Virar (E)

### **RECEIPT**

**RECEIPT** of and from within named Licensee/s the sum of  
**Rs.** \_\_\_\_\_ (**Rupees** \_\_\_\_\_ only)  
being the Security Deposit free from interest herein above mentioned  
by cash/cheque **No.** \_\_\_\_\_ dated \_\_\_\_\_  
drawn on the \_\_\_\_\_  
payable by him to us/me.

**WITNESSES.**

**I/WE SAY RECEIVED**

1.

2.

**LICENSOR/S**

**SIGNED AND DELIVERED** by the  
withinnamed \_\_\_\_\_ Licensor/s

**Shri./Smt./M/s.**

kunal Mohan Tandel

in the Presence of :

1. Sanjay Bhatnagar
2. Anil J. Mangela

*K Tandel*

*SPPble  
AJ Mangela*

**SIGNED AND DELIVERED** by the  
withinnamed \_\_\_\_\_ Licensee/s

**Shri./Smt./M/s.** KEMT's  
Virar Homoeopathic Medical  
College & Hospital

in the Presence of :

1. Dr. C. R. Verma
2. Mrs. Rovina Ramesh

*C.R. Verma  
Ramesh*


## RECEIPT

Received of and from withinnamed Licensor the sum of  
**Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_**  
\_\_\_\_\_ only) being the refund of Security Deposit after  
adjustment of all dues payable by me / us to the Licensor  
as agreed in the Agreement of Leave and License dated  
\_\_\_\_\_ 20 \_\_\_\_\_ entered in to between us. in rerput of  
Shop / Flat No. \_\_\_\_\_ as \_\_\_\_\_ C.O.H.S. Ltd.,  
Having address at \_\_\_\_\_

I/We further state that I/We don't have any claim against the  
said Shop/Flat of the owner. Licensor and have handed over the  
peaceful possession of the said Flat / Shop to the Licensor on  
\_\_\_\_\_ 20 \_\_\_\_\_ after complete him of period of eleven months.

I/We Say Received

Rs. \_\_\_\_\_

(  )

(Licensee)