401/13774

5:18 PM

Thursday, August 01, 2024

पावती

Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M

पावती क्रं.: 15121

दिनांक: 01/08/2024

गावाचे नाव: बांद्रा

दस्तऐवजाचा अनुक्रमांक: वदर15-13774-2024 दस्तऐवजाचा प्रकार : 36-अ-लिव्ह अॅड लायसन्सेस

सादर करणाऱ्याचे नाव: रक्षित चुग तर्फे मुखत्यार अन्शु प्रिया

नोंदणी फी दस्त हाताळणी फी रु. 1000.00

रु. 620.00

पृष्ठांची संख्या: 31

एकूण:

रु. 1620.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 5:38 PM ह्या वेळेस मिळेल.

सह.दु.नि.अधरी-4

वाजार मुल्य: रु.960000 /-

मोबदला रु.344810/-

भरलेले मुद्रांक शुल्क : रु. 42400/-

सह. दुय्यम निबंधके, अंधेरी क्र. ४, मुंबई उपनगर जिल्हा.

1) देयकाचा प्रकार: DHC रक्कम: रु.620/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0824019415125 दिनांक: 01/08/2024

वँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु.1000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH006153189202425E दिनांक: 01/08/2024

बँकेचे नाव व पत्ता;

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CHALLAN MTR Form Number-6



GRN MHO	06153189202425E	BARCODE	14 1481 14 1 5 20 15 140 15 16 16 16 16 16 16 16	1888 B1880 31 1 1 1	Date	• 01/08 /2024-14:42	:22 F	orm ID	36A	
Department Inspector General Of Registration				Payer Details						
Stamp Duty Type of Payment Registration Fee				TAX ID / TAN (If Any)						
Type of Paym	ent riegistration ree			PAN No.(If Applicable)						
Office Name	BDR15_JT SUB REG	GISTRAR AND	HERI 4	Full Name RAKSHITT CHUGH						
Location	MUMBAI			1						
Year	2024-2025 One Tim	е		Flat/Block No.		FLAT NO-904,	9TH	FLOOI	R,RUSTO)MJEE
				Premises/Build	ing	SEASONS BLDG				
	Account Head Det	ails	Amount In Rs.							
0030045501	Stamp Duty		42400.00	Road/Street		MADHUSUDAN EAST	KALEI	_KAR F	ROAD,BA	NDRA
0030063301	Registration Fee		1000.00	Area/Locality		MUMBAI				
i i				Town/City/Distr	rict					
				PIN			4	0 0	0 5	1
				Remarks (If Any)						
				SecondParty Name=KUSHAL CHANDRASHEKHAR MOR-						
					73(008)	2	39	
						30	3,	8		
				-	orty I h	ree Thousand Four		ed Rupee	s Only	
Total			43,400.00	Words						
Payment Details PUNJAB NATIONAL BANK					F/	OR USE IN RECEIV	ING B	ADM)		
Cheque-DD Details				Bank CIN Re	f. No.	4030 <u>16</u> 172024	083	55229	3	
Cheque/DD No				Bank Date RB	I Date	10 108/2024-1	25	Town	it d wit	h RBI
Name of Bank		120		Bank-Branch		PENJAB NATIO	PACE	N. C.		
Name of Branc	n			Scroll No. , Date	9	Not Vertebung	ANC DE			

Department ID: Mobile No.: 8451985753 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुय्यम निवंधक कार्यालयाव नोंदणी करावयाच्या दस्तांसाठी लागु आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.



Receipt of Document Handling Charges

PRN

0824019415125

Receipt Date

01/08/2024

Received from DHC, Mobile number 0000000000, an amount of Rs.620/-, towards Document Handling Charges for the Document to be registered on Document No. 13774 dated 01/08/2024 at the Sub Registrar office Joint S.R. Andheri 4 of the District Mumbai Sub-urban District.

Payment Details

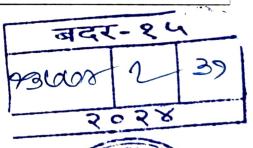
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₹ 620

Bank Name	SBIN	Payment Date	01/08/2024
Bank CIN	10004152024080114203	REF No.	458058953446
Deface No	0824019415125D	Deface Date	01/08/2024

This is computer generated receipt, hence no signature is required.







LEAVE AND LICENSE AGREEMENT

THIS LEAVE AND LICENSE AGREEMENT ("Agreement") is made at Mumbai this 1st day of August, 2024

Between

Mr. Rakshitt Chugh, an individual, **US inhabitant**, (PAN No: ACHPC0615L) presently residing at 736 Valley Road, **New Canaan**, Ct 06840

Through his Power of Attorney holder Ms. Anshu Priya, an individual, Indian inhabitant (Pan No.: EIJPS5341R) present residing at, Flat bearing No. 60, 7th floor, Building no. 5, Om Namo Sujalam Sufalam CHS, Shivaji Nagar, Vakola, Santacruz East, Mumbai 400055.

hereinafter referred to as the "Licensor" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and assigns) of the FIRST PART;

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AND

MR. KUSHAL CHANDRASHEKHAR MOR, (PAN No: AHYPM1751H) an individual, Indian inhabitant, having his address at: 305, Commerce House, 140 N M Road, Kalaghoda, Fort, Mumbai 400 001, hereinafter referred to as the "Licensee" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include her heirs, executors, administrators and assigns) of the SECOND PART;

The Licensor and the Licensees shall hereinafter be referred to collectively as the "Parties" and individually as a "Party" as the case may be.

WHEREAS.

- The Licensor is the owner of and is seized and possessed of and/or otherwise well and sufficiently entitled to on ownership basis a residential flat bearing No. 904 admeasuring 135.58 square meters equivalent to 1459.11 square feet carpet area ("the said Flat") on the 9th floor of the building known as "Rustomjee Seasons" ("the Building") together with 2 (two) car parking spaces bearing Nos. 272 and 273 on the middle basement floor ("the Car Parks"). The said Building is building situated at Madhusudan Kalelkar Road, Kala Nagar, Bandra East, Mumbai 400051, upon property being CTS No. 678,648/1to 6 of Village Kalanagar at Bandra Division ("the said Land"). The said Land is more particularly described in the First Schedule hereunder written. The said Flat is more particularly described in the Second Schedule hereunder written and the said Flat is shown delineated with red colour line on the plan annexed hereto and marked as Annexure "A".
- (b) Pursuant to the request of the Licensees, the Licensor has agreed to give only on a license basis the use of the said Flat and the said Car Parks (hereinafter collectively referred to as "the said Premises") on the payment of the license fee and for the use thereof as residence only and on the terms and conditions as stated herein.

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

1 License

and license basis the said Premises being (a) a residential flat bearing No. admeasuring 135.58 square meters equivalent to 1459.11 square feet carpet area ("the said Flat") on the 9th floor of the building known as "Rustomjee Seasons" ("the Building") and which is more particularly described in the Second Schedule hereunder written and is shown delineated with ted colour line on the plan annexed hereto and marked as Annexure "A" together with (b) 2 (two) car parking space bearing Nos. 272 and 273 on the middle basement floor ("the Car Parks")., for the period and on the terms and conditions as stated herein, and (c) furniture and fixtures listed in Annexure "B".

(ii) The Licensees shall not use the said Premises (or any part thereof) for any purposes other than for the residence use.

2 Term of the Licence and the Lock-in Period

- (i) The licence granted herein subject to the terms and conditions of this Agreement shall be for a period of 4 (Four) years from the License Fee Commencement Date (hereinafter referred to as the "Term").
- (ii) The Licensees or the Licensor shall not be entitled to terminate this Agreement during the initial period of 11 (Eleven) months from the License Fee Commencement Date (as defined hereinbelow) (hereinafter referred to as the "Lock-In Period") subject to the provisions of clause 5 stated hereinbelow.
- (iii) In the event of termination of this Agreement, prior to the expiry of the Lock in Period, by the Licensor, by reason of the breach of the terms and conditions by the Licensees in accordance with the

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provisions of clause 6 hereunder, the Licensees shall, without prejudice to the other rights and remedies of the Licensor, be liable to pay the Licensor, the License Fee for the unexpired Lock-in Period.

Security Deposit

39 he Licensees have simultaneously with the execution of this Agreement deposited with the Licensor a sum of Rs. 9,60,000/- (Rupees Nine Lakh Sixty Thousands Only) as and by way of an interest-free refundable security deposit (the "Security Deposit"). It is clarified that there shall be no escalation in the Security Deposit for and during the Term. On the expiry of this license either by efflux of time or earlier determination thereof as provided in this license, the Licensor shall forthwith refund to the Licensees the Securify Deposit subject however to the deduction therefrom of such amounts of License Fee that may be in arrears and/or such other amount(s) that may be payable by the Licensees to the Licensor under these presents simultaneously with the Licensees removing themselves, their staff members etc., their furniture and fixtures and all other articles and belongings from the said Premises and handing over possession of the said Premises to the Licensor in the same condition as on the date hereof (reasonable wear and tear excluded). No interest shall be payable on such Security Deposit.

4 License Fee

- (i) On and from 8th August 2024, the Licensees shall pay, each month in advance, the License Fee (as defined hereinbelow) to the Licensor on or before 13th of each month ("the License Fee Commencement Date").
- (ii) The Licensees shall pay to the Licensor, a license fee of Rs. 3,20,000/- (Rupees Three Lakh Twenty Thousand only) per month, for the use of the said Premises from the License Fee Commencement Date. The License Fee shall be enhanced by 5% every 12 months:

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From	10	Total Amount
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8 th August 2024	7 th August 2025	Rs. 3,20,000/-
8th August 2025	7 th August 2026	Rs. 3,36,000/-
8 th August 2026	7 th August 2027	Rs. 3,52,800/-
8 th August 2027	7 th August 2028	Rs. 3,70,440/-

- (iii) The amount of License Fee payable under this Agreement by the Licensees to the Licensor shall be inclusive of earrent property tax, but shall be exclusive of service tax, GST and all other indirect taxes of any nature whatsoever and the same shall be borne and payable by the Licensees, if so applicable. All the society maintenance charges in respect of the said Premises shall be borne and paid by the licensor.
- (iv) The Licensees shall from the License Fee Commetteement Date pay, without demand, delay and/or deman (subject to statutory deduction of tax at source) to the License Fee (the "Due Date"). In the event the Licensees fat to make payment of the License Fee on or before the Due Date as aforesard then without prejudice to the Licensor's other rights under the Agreement or under any other law for the time being in force, the Licensees shall pay to the Licensor, in addition to the License Fee, interest calculated at the rate of 18% per annum from the Due Date till the date of payment of the License Fee together with interest as aforesaid.
- (v) The Licensees undertakes to the Licensor that tax which is required to be deducted at source will be paid forthwith to the authorized bank and the Licensees shall deliver on or before 30th day from the end of every quarter to the Licensor the necessary TDS certificate enabling the Licensor to claim credit for the withholding of tax deducted at source.
- (vi) In addition to the license fees payable by the Licensees to the Licensor as aforesaid, the Licensees shall also be liable to pay service Tax and maintenance charges, charges for electricity, telecom, and all other facilities consumed in the said Premises, as levied by BSES, TATA Power, MTNL, MGL or any other service provider.

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(vii) In the event during the subsistence of this Agreement any new category of tax, cess, duty, charge, property tax or other imposition becomes payable on account of this Agreement and/or the transaction contemplated herein shall be borne and paid by the Licensees solely.

(viii) The Licensees shall not, in respect of the License Fee, or any other payments due and / or payable to the Licensor, seek to exercise any right, nor claim legal or equitable set-off, nor shall the Licensees seek to adjust or withhold such payment due to Licensor against any amount that the Licensees may claim is due and payable by the Licensor, and hereby expressly waives any and all such rights of set-off anglor counter-claim howsoever against the Licensor.

(ix) It is agreed and confirmed by the Licensees that the License Fee and any other charges payable by the Licensees to the Licensor under these presents and/or other documents in pursuance hereof, have been mutually agreed and arrived at between the Parties, and are reasonable, and the Licensees shall not, nor shall the Licensees be entitled to, under any circumstances challenge the same in any Court or other fora as being unreasonable and/or excessive, and/or charge or apply for reduction of the same.

5 Covenants of the Licensees

The Licensees covenant with the Licensor to observe and perform all its obligations under the Agreement, however, without prejudice to the generality of the foregoing the Licensees covenants to observe and perform the following:-

(i) The Licensees shall not induct any third party into the said Premises and/or any part thereof. The License hereby granted is personal and limited to the Licensee and his family alone, and the Licensee shall not assign, transfer or sub-license the said Premises or any part or portion thereof, directly and/or indirectly and/or in any in any manner whatsoever nor shall the Licensees permit any third party to use and occupy the said Premises or any part or portion thereof.

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(ii) The Licensee agrees, confirms, declares and covenants that the Licensor shall always continue to be in control and possession of the said Premises and the Licensees shall not be in possession of the said Premises.

(iii) The Licensee agrees and undertakes to pay to the Licenser, the License Fee and all other amounts payable by it, without any delay or dispute, under this Agreement in accordance with the terms hereof.

- (iv) The Licensee covenants to pay all charges for and in connection with electricity, telecommunication and water consumed as well as other utilities consumed by the Licensee in proper the said Premises. In the event there is any delay in payment of the same by the Licensee, then any penalty levied by the provider shall be borne and paid by the Licensee alone.
- (v) The Licensee shall not use any part of the said Premises save and except for residential use.
- (vi) The Licensee covenants it shall not puncture any slabs, nor alter, maim, injure or remove any of the principal or load bearing walls or floors of the said Premises nor shall the Licensee make any other alterations or additions of a structural nature to the Licensed Premises nor shall the Licensee carry out any works, which require permission of statutory authorities, without first having obtained the same and without having obtained the prior written consent of the Licensor. The Licensee shall keep intact the pillars, beams, slabs, dividing walls, as also the entrances and exits as presently configured. The Licensee further covenants he shall not make any alterations or additions of an internal or structural nature to the said Premises without the prior approval of Licensor.
- (vii) The Licensee shall keep the said Premises, furniture and fixtures (listed in Annexure B) and fittings in good repair and condition. The Licensee shall care for and maintain the Licensed Premises and any fittings therein in good order and repair during the period of the

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Agreement. At the expiry or termination of this license, the Licensee shall hand over to the Licensor, the said Premises in the good order and condition as it was at the on the execution of this Agreement, normal wear and tear excepted. The Licensee shall make good and repair at its own cost any damage or breakages.

(viii)

the Licensee covenants that the Licensee shall not do or permit to be done upon the said Premises or any part of the Building or anything which may be or become a nuisance, harm, danger, risk hazard or annoyance to or in any way interfere with the quiet or comfort of all the persons who occupy, use or visit Building and/or the Licensor.

- (ix) The Licensee covenants that the Licensee shall not bring into the SURBASAID Premises or any part of the Building any hazardous or inflammable articles except as permitted by law.
- (x) The Licensee covenants that the Licensee shall maintain the structural elevations of the Building in the same form and colour as the Licensor has constructed and not at any time to alter the said elevations in any manner whatsoever.
- (xi) The Licensee shall not do or suffer to be done any act or thing whereby the interest and the rights of the Licensor in the said Premises are in any manner affected or prejudiced. The Licensee shall not be entitled to display its name plate or outside the said Premises and/or on the name board of the Building.
- (xii) The Licensor shall also not be liable in any manner for disruption in water supply and/or electric supply on account of non-supply / limited supply by the concerned supplying authorities/ utility companies.

REPRESENTATIONS OF THE LICENSOR

a. The Licensor covenants that the Licensor has a valid title to the said Licensed Premises and that the Licensor has a good right and authority to grant to the Licensee the said Licensed Premises in the manner herein appearing.

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b. The Licensee, on paying the Monthly License Fee in the manner herein provided and on observing and performing the convents conditions and stipulations herein contained, shall have unimpeded use complete and peaceful enjoyment and occupation of the said Licensed Premises during the period of the Ilcense.

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- c. The Licensor covenants that any creation of charge mortgage or encumbrance in respect of the said Licensed Premises or any part of portion thereof in future by the Licensors shall be subject to the rights of the Licensee under the Leave and License agreement and prior intimation to the licensee by giving 60 days advance notice in writing.
- d. The Licensors have full right and absolute authority to grant the License of the Licensed Premises to the Licensee for the purpose of his family's residence.
- e. The Licensors shall not commit any act, deed, matter or thing during the period of License, whereby the Licensor's right to grant the License or the Licensee's right to use the Licensed Premises, is jeopardized, affected or rendered void.
- f. The Licensee shall be entitled to use the common facilities in the said Building in which the said premises is situated and as is available to the Licensor.
- g. The Licensor shall not, nor its staffs, employees, servants, agents or representatives do or omit to do anything whereby the right of the Licensee to use, occupy and enjoy the said Premises or any part thereof in terms of this Agreement is in any manner adversely affected.
- h. The Licensor shall refund to the Licensee the amount of interest free deposit in accordance with the terms of this Agreement within 30 days on handing over of vacant and peaceful possession of the said premises by the Licensee.

6 <u>Termination</u>

(i) The Licensor (during the Lock in Period) shall have the right to terminate this Agreement, in the event that the License Fee and/or any other payments payable to the Licensor be in arrears for any one month, whether the same be demanded or not. In such a case

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the Licensor shall give a written notice to the Licensee to remedy the breach within a period of 15 days of the issuance of the written notice and if the Licensee fails to make the necessary payment, then the Licensor shall be entitled to forthwith determine and terminate this Agreement and thereupon the consequences of the determination of the Leave and License Agreement as stated herein shall follow.

It is agreed that after the expiry of the Lock-in Period, the Licensor shall be entitled to terminate this Agreement at any time by giving the 2 month's prior notice in writing to the Licensees, without being obliged to assign any reasons for the same. Similarly, it is agreed that after the expiry of the Lock-in Period, the Licensees shall be entitled to terminate this Agreement at any time by giving the 2 month's prior notice in writing to the Licensor, without being obliged to assign any reasons for the same.

7 Consequences of determination of this Agreement

(ii)

On the expiration or sooner determination of this Agreement the following consequences shall follow: -

- (i) The Licensees shall forthwith, without any delay or demur, vacate and hand over the charge of the said Premises to the Licensor. The Licensees shall remove also all movable assets together with the fixtures and fittings therein and quietly surrender and deliver to the Licensor the peaceful and vacant charge of the said Premises in good and tenantable condition, (reasonable wear and tear excepted).
- (ii) In the event of the Licensees failing to vacate the said Premises or any part thereof and to hand over vacant charge of the said Premises to the Licensor, as provided above in sub-clause (i) above, then without prejudice to the other rights and remedies in law available to the Licensor, the Licensees shall be liable to pay and shall pay to the Licensor, liquidated damages at the rate of Rs. 20,000/- (Rupees Twenty Thousand only) per day for the period of delay in vacating the said Premises i.e. from the date the Licensees

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were liable to restore and hand over vacant charge of the said
Premises to the Licensor till the date the Licensees restores and
hands over the charge of the said Premises to the Licensor, as
provided above in sub-clause (i) above. The Licensees admits and
acknowledges that this compensation constitutes a reasonable
genuine and agreed pre-estimate of the losses that will be caused
to the Licensor, and that the same is agreed as liquidated damages.

and not a penalty.

8 Sale of the said Premises

The Licensees agrees that the Licensor shall always be writined to sell mortgage and/or charge the said Premises, however, the same shall be subject to the Licensee's rights under this Agreement.

9 <u>Indemnity</u>

The Licensees shall indemnify and hold harmless the License

- (i) consequence that may arise or any action that may be taken against the Licensor or any loss or damage, suffered by the Licensor on account of any statement, warranty, representation or undertaking made and given by the Licensees which is found untrue or un-complied at the concerned time;
- (ii) loss or damage that the Licensor may suffer or incur in the event of the said Premises or the Building or any part thereof being destroyed or damaged (whether partially or entirely) on account of any act of omission or commission on the part of the Licensees;
- (iii) all actions, proceedings filed, taken, instituted or made against or incurred, paid or sustained by the Licensor due to or by reason of the Licensees making, committing, causing or permitting to be made or committed any default or breach in respect of or nonobservance or non-compliance with any of the provisions of this Agreement.

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10 No Waiver

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performance of any of the terms, covenants or conditions of this Agreement performance of any of the terms, covenants or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right or claim shall not be construed or of the future performance of any such term, practed or arising hereunder or of the future shall in no way affect the validity of covenant, or condition, and such failure shall in no way affect the validity of the covenant or the rights and obligations of the Parties hereto.

No Partnership or Agency

this Agreement shall not constitute or imply any partnership, joint venture, agency fractionship or relationship between the Parties other than pressly provided by this Agreement. Neither Party shall have nor represent that it has, any authority to make any commitment on behalf of the other Party.

12 <u>Termination of all previous agreements</u>

This Agreement constitutes the entire arrangement between the Parties relating to the subject matter hereof and all previous agreements, arrangements, understandings are hereby terminated and superseded and shall not survive after execution of this Agreement.

13 No Lease or Tenancy

- (i) The use by the Licensees of the said Premises is confined only to the said Premises and neither amounts to nor is it intended to create any lease, tenancy, sub-tenancy rights or as transferring any right, title and interest of any nature whatsoever in favour of the Licensees in, over or upon the said Premises or any part or parts thereof;
- (ii) At no point of time, irrespective of any change in law will the Licensees claim and/or anyone on behalf of the Licensees contend that this Agreement or the use of the said Premises amounts to or creates any lease, tenancy or sub-tenancy rights or creates or transfers any right, title, interest, easement whatsoever in favour of

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the Licensees in, over or in respect of the said Premises or any part or parts thereof. If any such plea is taken by the Licensees at any time it shall amount to breach of this Agreement by the Licensees.

(iii) If as a result of any legislation the Licensees becomes entitled to continue the use of the said Premises against the will or desire of the Licensor or if any of the rights, powers or privileges of the Licensor becomes incapable of legal recognition or enforcement in their entirety, in such event, the Licensees shall not take advantage of such legislation and shall continue to use the said Premises in accordance with this Agreement and the provisions of this Agreement, be deemed to have been waited by the Licensees. Notwithstanding what is stated hereinabove, on the happening of such an event at the option of the Licensor this Agreement enall stand pre- determined one week prior to the assent of the Government to such legislation or from the effective date of such legislation.

14 Partial Invalidity / Severability

Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Agreement.

15 Communications & Notices

(i) All notices and other communication in connection with this Agreement must be given in writing by an officer of the Party serving such notice or other communication and must be left at the address

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of the addressee specified below or sent by a reputed courier to the address of the addressee or sent by facsimile or e-mail (in the event of a facsimile transmission or an e-mail a confirmation copy being sent by registered post) to the facsimile number or e-mail address or delivery by hand to the address of the Parties specified hereinbelow:

For the Licensor:

Attn: Mr. Rakshitt Chugh

Address: same as stated in title clause

E-mail nchugh@peakxvcapital.com

For the Licensees:

Attn Mr. Kushal Mor

Address: same as stated in title clause

E-mail: kushalmor@gmail.com

(ii) A notice shall be deemed to have been served as follows:

- a) If personally delivered, at the time of delivery, and
- b) If sent by registered post or courier, at the time of delivery thereof to the person receiving the same
- c) If sent my email, on the day the email is sent;

16 Governing Law and Jurisdiction

This Agreement shall be governed by and construed and enforced in accordance with Laws of India and for the purpose of enforcement of any of the rights under this Agreement, the Courts in Mumbai shall have exclusive jurisdiction.

17 <u>Variation and/or Modification to the Agreement</u>

This Agreement shall be binding on the Parties hereto and any variation or modification to the same to be valid and effective shall have to be in writing and signed by the authorised signatories of the respective Parties hereto.

18 <u>Survival of obligations</u>

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The provisions of this Agreement with respect to any obligation of the Licensees to pay any sum owing in order to perform any act after the expiration or pre-determination of this License shall survive the expiration or pre-determination of this License.

19 <u>Stamp Duty and Registration Charges</u>

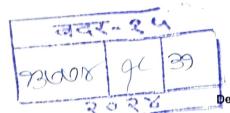
The stamp duty and registration charges payable on these presents shall be paid equally by both parties. The original registered document will be retained by the Licensor and a notarized copy shall be handed over to the Licensees.

20 <u>Legal Fees</u>

Each party shall bear its respective Advocates' Fees.

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SUBURBAN D

First Schedule Description of the said Land

All that piece or parcel of land bearing at Madhusudan Kalelkar Road, Kala Nagar, Bandra East, Mumbai – 400051, upon property being CTS No. 678,648/1to 6 of Village Kalanagar at Bandra Division situate in the Registration Sub-District and District of City of Mumbai.

Second Schedule

Description of the Licensed Premises

Residential Flat bearing No. 904 admeasuring 135.58 square meters equivalent to 1459.11 square feet carpet area on the 9th floor of the building known as "Rustomjee Seasons", together with 2 (two) car parking spaces bearing Nos. 272 and 273 on the middle basement floor and situated on the said Land.

IN WITNESS WHEREOF the Parties hereunto have affixed their respective hand at Mumbai the day and year first hereinabove written

SIGNED AND DELIVERED

by the within named "Licensor"

Mr. Rakshitt Chugh

Through his constituted Power of Attorney

Ms. Anshu Priya

in the presence of

1. Saud Kamble

2. Garesh Chavan

SIGNED AND DELIVERED

by the within named "Licensee"

Mr. Kushal Chandrashekhar Mor

in the presence of

1. Smil· Kamble () 2. Garesh Chavan ()





ANNEXURE A (Plan) [To be inserted]

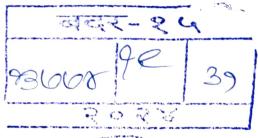
ANNEXURE B

(List of Furniture and Fixtures)

- 1. Modular kitchen with hob and chimney
- 2. Wardrobes in 3 bedrooms
- 3. Lights
- 4. Fans
- 5. Washroom Mirrors, cabinets and fittings
- 6. Geysers
- 7. VRV AC
- 8. Curtain rods









RECEIPT

RECEIVED of and from the within named Licensee the sum of Rs. 9,60,000 (Rupees RECEIVED of and Troff the New York Thousand Only) being the Security Deposit for 4 years Nine Lakhs and Sixty

Commencement Date 8/08/2024 and ending on under these presents, as follows: 7/08/2028, paid to me under these presents, as follows:

Reference Number	Date	Amount
MB26001504152T41387808	26 th July, 2024	Rs. 9,60,000.00
MB26001504152T41387808	26 th July, 2024	Rs. 9,60,000.00

Total: INR 9,60,000 (Rupees Nine Lakhs and Sixty Thousand Only)

WITNESSES:

(LICENSORS)

1. Suil · Kamble Of

2. Garech. Chavan floor

B

बदर-१५ १३००४ २१ २०२४

घोषणापत्र

याद्वारे घोषित कर्ली द्रुष्यम निबंधक निवंधक निवंधक यांचे कार्यालयात लिए लो या शिर्षकाचा दस्त निर्वधिक रोजी मला आहे.शी अवस्थात या शिर्षकाचा दस्त निर्वधिक रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी,सदर दस्त नींदणीस सादर केला आहे/निष्पादीत करून कबुलीजबाब दिला आहे.सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रदद केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणांमुळे कुलमुखत्यारपत्र रददबातल ठरलेले नाही.सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास,नोंदणी अधिनियम,1908 चे कलम 82 अन्वये शिक्षेस मी पात्र राहीन यांची मला जाणीव आहे.

दिनांक 1 08/2024

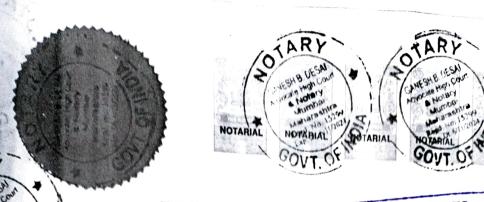
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SPECIFIC POWER OF ATTORNEY

This Power of Attorney executed by MR. RAKSHITT CHUGH [ACHPC0615LL of New Canada, US Inhabitant, at present residing at 736 Valley Road, New Canaan, Ct 06840.

To his best known:

MS. ANSHU PRIYA [PAN: EIJPS5341R], individual, Indian inhabitants, presently resident bearing No. 60, 7^{1H} Floor, Building No.5, Om Namo Sujalam Sufalam CHS, Shiyaji Nagar, Santacruz East, Mumbai 400055.

(hereinafter referred to as "The Attorney")

WITNESSES AS FOLLOWS:

WHEREAS, I Mr. Rakshitt Chugh Solely own and are sufficiently entitled to have full rights, title, interest, claim or such other easements, rights, over and upon an immovable property being an apartment: Flat No. B-904, 9th Floor situated at Rustomjee Seasons, Nanasaheb Dhermadhikari Road Kala Nagar, Bandra East, Mumbai 400051, hereinafter referred to as the said Premises.

WHEREAS, As I would like to appoint, constitute and nominate Ms. Anshu Priya [PAN: EIJPS5341R], individual, Indian inhabitants, presently residing at Flat bearing No. 60, 7TH Floor, Building No. 5. Om Namo Sujalam Sufalam CHS, Shivaji Nagar, Vakola, Santacruz East, Mumbai 400055 on my behalf, in my name to do the following acts, deeds, things and matters on my bhelaf for the Leave & License Purpose, Flat No. B-904, 9th Floor, Rustomjee Seasons, Nanasaheb Dhermadhikari Road, Kala Nagar, Bandra East, Mumbai-400051.

- 1. To sign & execute all documents as may be required or may be deemed proper for on in relation to give on Leave & License purpose.
- 2 To sign & execute Leave & License purpose and /or any other society papers for the purpose of Leave & License before any society's concern authorities.
- 3. To sign & execute and present for Stump Duty, registration or any other relevant documents before the sub-registrar or joint-sub registrar or before any other government or semi-government authority etc. having authority for and to have the said Leave & License purpose or registration purpose and do all acts deeds and things.

 Page 1 of 2

Augus Pauls

above documents is valid for 3 (three) months only from the date of execution nd I hereby agree and undertake to ratify whatever my aforesaid attorney to Ms. Anshi Priya shall legally do with regard to the aforesaid powers by virtue of this Specific Power of Attorney and the same shall be binding upon us. I shall be executing this writing own free will and without any outside pressure, duress, or coercion. IN WITNESS WHEREOF the parties have put here into the signature on this indend of July, 2024 at Mumbai. Signed Sealed and Delivered by MR. RAKSHITT CHUGH (EXECUTANT) Signed Sealed and Delivered by Left hand (LACCEPT) In the presence of 1) 2) Page 2 of 2

_{स्थाई} तेखा मस्या /PERMANENT ACCOUNT NUMBER ACHPC0615L

नाम /NAME

RAKSHITT CHUGH

पिता का नाम /FATHER'S NAME DHARAM VIR CHUGH

जन्म तिथि /DATE OF BIRTH 21-02-1969

FRATIETY ISIGNATURE

RehabittChigh

आयकर आयुक्त, प.बं.-XI

COMMISSIONER OF INCOME-TAX, W.B. - XI

इस कार्ड के खो / मिल जाने पर कृप्या जारी करने वाले प्राधिकारी को सूचित / वापस कर हैं रांयुक्त आयकर आयुक्त(पद्धति एवं तकनीकी), पी 7.

चौरंगी स्ववागर,

कलकता - 700 069,

In case this card is lost/found,kindly inform/return to

the issuing authority:

Joint Commissioner of Income-tax(Systems & Technical).

Chowringhee Square,

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