

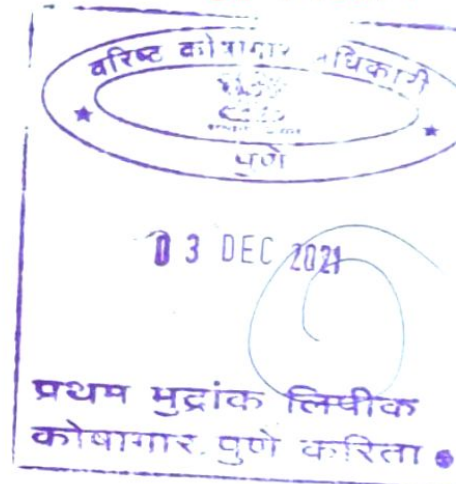


महाराष्ट्र MAHARASHTRA

2021

BG 748871

अनु. 35175 101124 500/-  
 दि. 10/11/21 मु. शु. रु. 500/-  
 दस्तावा प्रकार .....  
 दस्त नोंदणी करणार आहेत का ? होय/नाही.  
 मिळकतीचे वर्ग .....  
 मुद्रांक विकत घेणाऱ्याचे नाव सतीश नयार  
 पत्ता बंगलोर - 560066  
 दुसऱ्या पक्षकाराचे नाव .....  
 हस्त व्यक्तीचे नाव व पत्ता सोपिप जाधव  
 मुद्रांक विकत घेणाऱ्याची सही  
 सुर्यकांत सुखदेव गवळी  
 परवाना क्र. 2209089  
 सोपीप जाधव (कटकाळसती), ता. हवेली, जि. पुणे



**LEAVE AND LICENCE AGREEMENT**  
 THIS AGREEMENT of LEAVE AND LICENCE is made



On this 25<sup>th</sup> Day Nov 2021.  
BETWEEN

**MR. SATISH KUMAR NAHAR.**

Age: 45 Years, Occupation: Service

Current Address: Sanvi Sankalpam, Flat No 119, Nogondanahalli, Whitefield, Bangalore 560066

Hereinafter referred as the **LICENSOR** (Which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, administrators and) Of the **FIRST PART**.

--AND--

**1. MR. DEEPAK GAIKWAD**

Age- years, Occupation - Service, Mobile No: 95523 60267, Aadar No:

Permanent Address: At Post - Nirgude, Tal - Indapur, Dist - Pune

Working with: Vodafone India Pvt Ltd, EON Park Kharardi Pune, Employee Id

Email

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) of the **OTHER PART**.

WHEREAS the **LICENSOR** is the lawful owner of **Flat No 106, 1<sup>st</sup> Floor, "H2" Wing**, admeasuring area **915 sq. ft.** built up, with one car parking on ground floor in the building "**Manjri Greenwoods**" at Manjri, Pune hereinafter referred to as 'the said premises'.

The **LICENSEE** has approached the **LICENSOR** with request to permit him/her to use and occupy the said premises with its fixtures and fittings, on **LEAVE AND LICENSE** basis as residential accommodation for the use of **LICENSEE**, for a period Eleven months. The said premises admeasuring **915 Sq. ft.** 2 bhk more particularly described in the Schedule 'A'.

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

1. The **LICENSOR** agrees to demise up to the **LICENSEE** and the **LICENSEE** hereby accepts the said premises, with its fixtures and fittings as per Schedule 'A' attached to hold unto a period of eleven Months with effect from **01/12/2021 to 31/10/2022**.
2. During the tenure of this License, the **LICENSEE** shall pay to the **LICENSOR** an amount of **Rs. 14,000/-** [Rupees Fourteen Thousand only] per month, by way of License Fee.
3. An interest free Security Deposit of **Rs. 30, 000/-** [Rs. Thirty Thousand only] paid by online transfer/Cash/Cheque....., Dated\_\_\_/\_\_\_/2021 by the **LICENSEE** to the **LICENSOR**, at the time of signing this agreement. The **LICENSOR** will return this amount to the **LICENSEE** on taking over exclusive and peaceful re-possession of the said premises from the **LICENSEE**. In case of any loss or damage to fixtures/fittings or otherwise appropriate charges for the loss of damage would be deducted out of the Security Deposit held by the **LICENSOR** and only the balance amount shall be returnable. The **LICENSOR** decision will be final.

It is agreed by the parties that the fixtures / fittings and articles, more particularly described in the schedule 'A' hereunder written, which belong to the **LICENSOR** shall continue to remain in the said premises and the **LICENSOR** has permitted the **LICENSEE** to use the same .

5. It is agreed between the parties that at all times the judicial possession of the premises shall be of the **LICENSOR** and the **LICENSEE** has merely granted the License to make use of the said premises for a limited period eleven month only. The **LICENSEE** shall handover



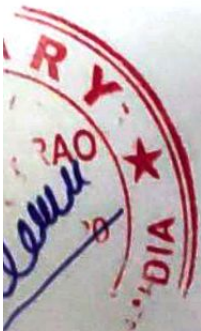
vacant, exclusive & peaceful possession of the said premises to the **LICENSOR**, on expiry of this License.

6. It is hereby agreed between the parties hereto that if the **LICENSEE** commits any default in payments of the monthly compensation as agreed aforesaid or non - payment of Electric bills and or commits breach of any of the terms & covenants contained in this Agreement the **LICENSOR** shall be entitled to revoke this license forthwith and serve a notice of one month for vacation of the said premises to the **LICENSEE** as provided in Para 9 (d) herein. If the same happen during the locking period the security deposit deducting accordingly.
7. The **LICENSEE** covenant with the **LICENSOR** that the obligations hereby granted shall continue throughout the terms of this License period for the proper performance of the terms and conditions of this **LEAVE AND LICENSE AGREEMENT** as follows:
  - A. To pay the MSEB Electricity bill and other utility bills as per actual during the period of this **LICENSEE**.
  - B. To keep the interior of the said premises in good order and maintain it in proper condition as they were on the day of the occupation during the License period as mentioned hereinabove.
  - C. Not to make any alterations to the said premises or remove any door, window or other fixtures and fittings from it.
  - D. Not to assign transfer, sub-let or part with the possession of the said premises or any part thereof at any time during the continuance of this License period.
  - E. To permit the **LICENSOR** or his/her agent, to enter, inspect, show to the new party the said premises and fixtures, fittings, after prior notice/intimation.
  - F. The **LICENSEE** shall use the said premises for his Residential purposes only and for no other purposes what so ever.
  - G. To deliver the **LICENSOR**, on expiry of this license vacant, exclusive and peaceful possession of the said premises. Any loss or damage to the said premises fixtures, fittings for which the **LICENSEE** can rightly be held responsible will be made good by the **LICENSEE** before handing over the possession of the said premises to the **LICENSOR**.
  - H. On expiry of this License period or earlier, if this License is terminated and if the **LICENSEE** fails to deliver vacant and exclusive possession of the said premises, along with its fixtures and fittings mentioned herein to the **LICENSOR**, the **LICENSOR** shall be entitled to be at a liberty to enter into the said premises without hindrance and obstruction from the **LICENSEE** and without prejudice to the **LICENSOR** rights to recover the damages from **LICENSEE**.
  8. The **LICENSOR** agrees to bear, pay and discharge other liabilities in respect of all past, present taxes rates, cases, assessments, duties, impositions and outgoings whatsoever charged or imposed upon the said premises.
  9. **PROVIDED ALWAYS** ,it is hereby agreed and declared by and between the said parties as follows :-
    - A. The said premises shall be used for as Residential purposes of the **LICENSEE** and his spouse only.
    - B. The **LICENSEE** paying the license fee hereby agreed and performing the several covenants and stipulations on his/her part contained herein shall peacefully enjoy and hold the said premises during the limited period of eleven month this Leave and License.



- C. This Agreement may be terminated by written notice of One month by either party, even before the expiry of the above license period. After 11 months rent is 10% increase at renewal time.
- D. In the event of any omission of written notice on the part of one party, **LICENSEE/LICENSOR**, the Second party shall be compensated, in cash by the either party for the uncovered period of the notice at the rate of Rs. **14, 000 /-** [Rupees fourteen Thousand only] per month.
- E. The **LICENSEE** shall pay the License fee for the use & occupation of the said premises, its fixtures, and its fittings at the rate of Rs. **14, 000 /-** [Rupees Fourteen Thousand only] per month on or before 05<sup>th</sup> of each month to the **LICENSOR**.
- F. The **LICENSEE** shall follow and adhere to all the rules and regulations of the Society which are, prevalent and are common to the entire resident in the Society Complex.
- G. The said parties are making Leave & License Agreement as provided in **Section 4(1A) and 13 [A2] of BOMBAY RENT CONTROL ACT, 1987**. The **LICENSEE** shall never claim to be a tenant and the agreement will always be treated as agreement of **LEAVE AND LICENSE**.
- H. If the **LICENSEE** fails to vacate the said premises within the stipulated period of the License the **LICENSEE** shall be evicted by the **LICENSOR** with recourse to court of law it required and he/she shall be treated as **TRESPASSER**.
- I. That as per provisions of **Section 24 (2) of the said RENT ACT**, the said **LICENSEE** shall therefore be liable to pay to the said **LICENSOR** enhanced charge of Rs. **11,000 /-** [Rupees Eleven Thousand only] per month if she fails to vacant the premises on expiry of the Agreement or the notice period as the case may be, and shall be also liable for prosecution under the aforesaid provisions of the **MAHARASHTRA RENT CONTROL ACT 1999**, at the close and consequence of the said **LICENSOR**.

In such a case if the **LICENSEE** fails to remove his/her articles and things belonging to him/her, and if they are found lying in the said premises will be that of the **LICENSOR**.



**SCHEDULE -A**

Flat No 106, 1<sup>st</sup> Floor, "H2" Wing, admeasuring area 915 sq. ft. built up, with one car parking on ground floor in the building "Manjri Greenwoods" at Manjri, Pune.  
In Witness Whereof The Parties Have Set And Subscribed Their Respective Hands On The Day And The Year First Herein Above Mentioned. Ceiling Fan - 4, Call Bell -1, Carton rod -3, LED Bulb -7, Iron rod chair -2 and folding cot -1 are installed within the flat:

**LICENSOR**

\_\_\_\_\_ *Patish*

**LICENSEE**

\_\_\_\_\_

**WITNESSES:**

1. Name: \_\_\_\_\_

Add : \_\_\_\_\_

Sign : \_\_\_\_\_

2. Name: \_\_\_\_\_

Add : \_\_\_\_\_

Sign : \_\_\_\_\_



**AJAY N. SHINDE**  
**ADVOCATE AND NOTARY**  
Mega Center, Hadapsar, Pune-411028  
9960434477 / 7588636161

10 DEC 2021

10 DEC 2021

**ATTESTED**

*Ajay Narayanrao Shinde*  
**AJAY NARAYANRAO SHINDE**  
NOTARY, GOVT. OF INDIA  
PUNE