



महाराष्ट्र MAHARASHTRA

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CM 372805

अनु. क्र. 2033 दि. १६/०४/२४ पु.मु.रकम ४००

दस्तावेज : प्रकार

स. नं. जी. करणार आदित का १ शेष / वही

स. नं. दे. शर्मा

स. नं. वि. नं. दे. शर्मा

स. नं.

स. नं. वि. नं. दे. शर्मा

स. नं. वि. नं. दे. शर्मा

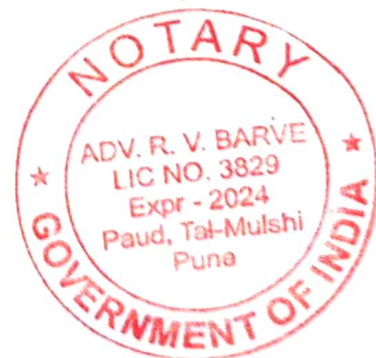
स. नं. वि. नं. दे. शर्मा

Prakash

Prakash Chandra Jain
Ward. Pune

V. N. N.

सौ. शंजली दिपक दिवेकर
परवाना नं. २२०११६४
वि. नं. दे. शर्मा, पुणे.



AGREEMENT OF LEAVE AND LICENSE

This Leave and License Agreement made at Pune on **20 April, 2024**

Between

Name : **Mr. Prakash Chandra Jain , Age = 72**

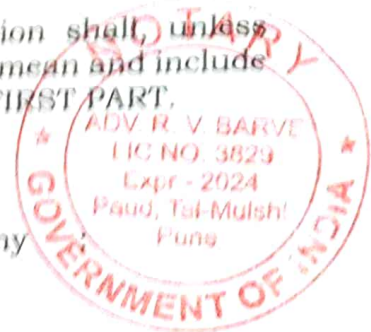
Address : S/O - Motilal Jain , Flat no. 34, Building no. G , Shirine Garden,
ITI Road , Near Jaihind Showroom, Aundh Pune City -
411007

Email : pcjain@kineticindia.com

Hereinafter referred to as the "LICENSOR" (Which expression shall, unless repugnant to the context and meaning thereof, mean and include heirs, executors administrators and assigns) **PARTY OF THE FIRST PART.**

AND

Name and permanent addresses and name of working Company



1] **Mr. Niket Kumar, Age:- 30**

Permanent Add :- S/O - Sunil Kumar, A- 66 , Sachivalya Colony , O - Sector ,
Kankarbag , Patna Lohia Nagar , Bihar - 800020
niketkumar1409@gmail.com

2] **Mr. Hitesh Kumar , Age:- 28**

Permanent Add :- S/O- Krishan Kumar, Ward no.03 Shri Krishna CoBihand Birla
Museum , Vidya Vihar Pilani , Jhunjhunun , Rajasthan - 333031
Hiteshchoudhary655@gmail.com

3] **Mr. Pankaj Prakash Sahoo , Age:- 29**

Permanent Add :- S/O - Prakash Sahoo, Bhaiji palace , Shivaji Nagar , Main Road
Nanded, Maharashtra - 431602
Pankajsaboo007@gmail.com

Hereinafter referred to as the "LICENSEE" (Which expression shall, unless repugnant to the context and meaning thereof, mean and include heirs, executors administrators and assigns) **PARTY OF THE SECOND PART.**

Whereas the LICENSOR is the owner of the 3BHK with Penthouse property which is at **Rohan Tarang Society ,Flat No.C-301 Nr. Wakad Chowk, Wakad , Pune - 411057**, which is more particularly described in the Schedule written hereunder (Hereinafter called as the "SAID PREMISES") and he has the right to enter into a leave and license agreement NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

1. The Licensee shall, by permission of the Licensor have the use of the said premises with the Licensor's fixtures and designated car parking for a period of **11 Months** commencing from **01st May 2024 TO 31st March 2025**.

2. The said premise is furnished with fittings as mentioned in then closed annexure to this and the same have been inspected by the Licensee and admitted in serviceable condition. The permission is given to the Licensee to use the said premises along with the said fittings and articles of the Licensor.

3. The Licensee is agreed to pay the said Licensor a sum of **Rs.34,000/- per month (Rupees Thirty Four Thousands Only)** including all Maintenance and Society Charges for the current year, excluding Electricity charges, Gas Charges, DTH & Internet, in advance on or before 5th of every month.

4. The Licensee is agreed to pay a deposit of refundable sum of **Rs.60,000/- (Rupees Sixty Thousands Only)** which is refundable without interest only after completion of agreement period or at the time of vacating the premises by the Licensee (i.e. last day of holding premises), or at the time of termination of this agreement or at the time of vacating the premises any due amount towards the damage, losses or electricity or gas bill if not paid shall be deducted from this deposit amount.

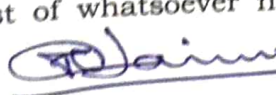
5. It is agreed that the Licensee is occupying the said premises for a temporary period on Leave and License basis and it does not create any right, title and interest in the said premises by the way of Sub tenancy or tenancy or otherwise. The License hereby granted to the Licensee is revocable and a non-transferable one, which is to be terminated on the expiry of the period stated herein above or on breach of any of the terms and conditions mentioned in the Agreement. The ultimate and full control of the said premises, at all times shall remain with the Licensor.

6. The Licensor shall pay property taxes, society maintenance charges. The Licensee shall pay the Electricity charges, Dish TV charges, Internet charges, Telephone bills and Pipe Line Gas charges if any, and the said bills and payment receipts are to be submitted to the Licensor.

7. The Licensee shall use the said premises with due care and shall keep and maintain the Licensor's fixtures and fittings, electrical appliances and the interior of the said premises in good order and condition. In case of failure / damage of any electrical appliances/interior, for such repair, maintenance, wear and tear of the appliances/equipment's shall be the sole responsibility of Licensee, such appliances/equipment's shall be replace with new and made available within reasonable period.

8. The Licensee shall use the said premises for the purpose of Residence purpose only and take due care for proper maintenance of the premises. The licensee shall not:

- a. Use the said premises for any illegal/immoral/improper activities or Purposes.
- b. Commit any hindrance, disturbance or nuisance of any kind or nature to the neighborhood of the said premise.
- c. Transfer wholly or partly the benefit of this license to any other person or entity.
- d. Make any changes in the permanent structure of the said premises.
- e. Make or have any claim to tenancy, sub-tenancy or any other rights, title, interest of whatsoever nature in the said premises or any portion thereof.

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1. Claim to be tenant of the said premises after expiry of this agreement or for any period thereafter.

9. The Licensee will be responsible to make good any damages to the residential property, furniture, fittings, electrical equipment's as detailed in the annexure, at his own cost and expense and / or it will be recovered from the licensee by deduction from the security deposit.

10. Any delays, dishonor of commitments in the monthly leave License Fee, will be recovered with additional charges (bank charges etc.) from the licensee.

9. In the event of the Licensee committing any breach of terms and conditions herein contained, then without prejudice to any other rights and remedies, the Licenser shall be entitled to terminate this License by giving 30 days' notice in writing to the Licensee.

10. On the expiration or earlier determination or termination of this License, as provided hereinabove, the Licensee shall remove his belongings, chattels, articles and things from the said premises and hand over vacant possession of the Licensed Premises to the Licenser and the articles of the Licenser shown in the Schedule in the annexure. If the Licensee fails to do so, the Licenser shall be entitled to stop the Licensee from entering the said flat.

11. This License is purely personal and temporary to the Licensee on the understanding that the Licensee will stay in the property with his family those who are only the party to this agreement.

12. The Licensee shall observe and perform all the terms, conditions, agreements, covenants and provisions on which the Licenser holds the said premises and also observe and perform the rules, regulations and bye-laws for the time being and from time to time in force of the society in whom the said building is legally vested.

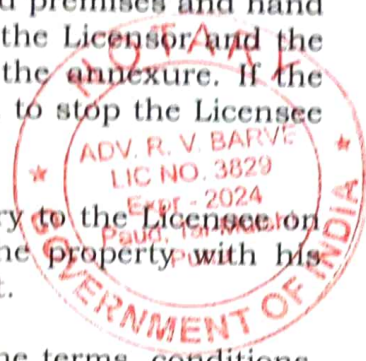
13. The legal possession of the said premises shall be deemed with the licenser who shall have control over the said premises during the subsistence of this license. The Licensee shall be entitled to only use the said premises. The licenser or his authorized agent shall be entitled to visit the said premises during the day time or any suitable time to the licensee by informing the licensee 48 Hours prior to inspection.

14. The Licensee shall not do or shall not have any right to, omit or suffer to be done anything whereby the Licenser's right to hold the said premises is avoided, forfeited or extinguished.

15. Nothing herein contained shall be construed as creating any right, interest, lease, tenancy or sub-tenancy in favor of the Licensee in or over or upon the said premises or transferring any interest therein in favor of the Licensee other than the permissive right of use hereby given.

16. Notwithstanding anything herein contained the Licenser shall be entitled to terminate this Agreement by giving 30 days' notice in writing to the Licensee without assigning any reason whatsoever and in that event the Licensee shall remove himself, his servants, agents and their belongings from the Licensed premises.

17. The Licensee will not make any structural alterations or additions or additions of a permanent nature in the said premises without the written consent of the Licenser.


Dain Ramesh Hitesh Panikaj

18. The leave and license hereby granted shall be governed by Maharashtra Rent Control Act 1999, and accordingly on the expiry of the leave and license hereby generated the Licensee agrees that the Licenser shall be entitled to the benefits of the provisions of the said section 24 and the chapter VIII of the said Act and amendments thereto or any other similar provisions that may be enacted hereafter.

19. This License is given under Section 24 of the Maharashtra Rent Control Act, 1999 as amended from time to time and on the Licensee giving the undertaking and assurance that he will not claim any protection under the said Act in respect of the said flat.

20. Licenser will have the option to terminate this Agreement by giving 30 days' notice. All notices between the parties hereto shall be deemed to have been duly delivered by a reputed courier service at the following address or alternately intimated at the email address of the licensee mentioned in this agreement.

21. It has been agreed both the party, Licenser and the Licensee, that on expiry of this License period of 11 months, this Leave and License may be renewed for further period of 11 months, if mutually agreed by the said parties. The Rent and Security Deposit would need to be discussed and mutually agreed by the said parties separately.

22. Original copy of this agreement will remain with the Licenser and copy thereof with Licensee.

23. Licensee will make himself available for registration of Agreement with the respective government body within the stipulated time period at a mutual convenient date and time. The cost of the registration shall be borne and paid equally by both the parties.

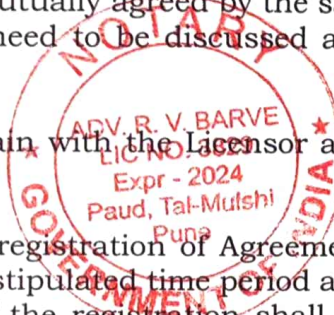
24. The Licenser hereby declares that the said premise is free from all encumbrances and there is no hindrance for the licenser to grant this license to Licensee.

25. The Licensee should pay the monthly charges agreed and as mentioned in clause 3 above on or before 5th of each month to the Licenser. In case these monthly charges are not paid continuously for a period of one month, the Licenser shall have the right to get the flat vacated without any notice.

26. Licensee can terminate this agreement by giving 30 days' notice. All notices between the parties hereto shall be deemed to have been duly delivered by a reputed courier service at the following address or alternately intimated at the email address of the licenser mentioned in this agreement.

27. It is agreed and understood that for all the legal purpose the possession of the said flat shall be construed with the Licenser.

28. It is agreed by and between the parties hereto that if any legislation prohibits or restricts the act of giving the said flat on Leave and License basis, the Licenser shall be entitled to revoke this Agreement forthwith and on such revocation being made, the Licensee shall within 30 days from the date of receipt of notice revoking this Agreement addressed to the Licensee at the said flat, remove all his articles and things and handover the peaceful possession of the said flat to the Licenser. If the Licensee fails to remove his articles and vacate the said flat, then the Licenser shall be


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19. This License is given under Section 24 of the Maharashtra Rent Control Act, 1999 as amended from time to time and on the Licensee giving the undertaking and assurance that he will not claim any protection under the said Act in respect of the said flat.

20. Licensors will have the option to terminate this Agreement by giving 30 days' notice. All notices between the parties hereto shall be deemed to have been duly delivered by a reputed courier service at the following address or alternately intimated at the email address of the licensee mentioned in this agreement.

21. It has been agreed both the party, Licensor and the Licensee, that on expiry of this License period of 11 months, this Leave and License may be renewed for further period of 11 months, if mutually agreed by the said parties. The Rent and Security Deposit would need to be discussed and mutually agreed by the said parties separately.

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24. The Licensor hereby declares that the said premise is free from all encumbrances and there is no hindrance for the licensor to grant this license to Licensee.

25. 25. The Licensee should pay the monthly charges agreed and as mentioned in clause 3 above on or before 5th of each month to the Licensor. In case these monthly charges are not paid continuously for a period of one month, the Licensor shall have the right to get the flat vacated without any notice.

26. Licensee can terminate this agreement by giving 30 days' notice. All notices between the parties hereto shall be deemed to have been duly delivered by a reputed courier service at the following address or alternately intimated at the email address of the licensor mentioned in this agreement.

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authorized to remove the same without being in any manner liable or responsible for any liability, damage or loss that may cause.

29. The Licensor shall not be responsible or liable for any theft, loss, damage or destruction of any property of the Licensee or of any other person lying in the said flat nor for any bodily injury or harm to any person in the said flat from any cause whatsoever.

30. The licensee shall not create any encumbrances of permanent nature such as Ration card, Driving License, etc. on the said flat premises during the period of the license nor shall be entitled to avail any kinds of loans from any Banks / Financial Institutions. The Licensee shall not create charge of any nature whatsoever against the said flat.

31. All payable payments shall be directly bank transfer by you by RTGS.

SCHEDULE

DESCRIPTION OF THE SAID PREMISES: All that consisting of premises, at **Flat No.C-301 Rohan Tarang Society Nr. Wakad Chows, Wakad , Pune - 411057**

Annexure

Fixtures :

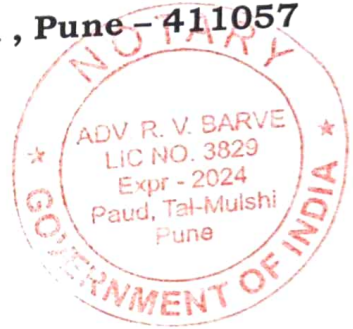
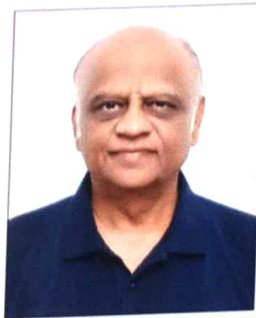
- 1) Bulbs - 10
- 2) Ceiling Fan - 04
- 3) Geyser- 03
- 4) Kitchen chimney -01
- 5) Modular kitchen -01
- 6) All Window Curtain Roads

*All Amenities are in good working condition as mentioned above.

IN WITNESS, WHEREOF THE PARTIES TO THIS DEED HAVE SIGNED
HEREUNDER ON THE AFORESAID DATE AT PUNE.



Mr. Prakash Chandra Jain
(OWNER/LICENSOR)



2] Mr. Hitesh Kumar

Hitesh



3] Mr. Pankaj Prakash Sahoo
(LICENSEE)

Pankaj



Witness:-

1. Signatures :

Name :

Address:



BEFORE ME

Adv. R. V. BARVE
MALLB
Advocate &