

भारतीय गैर न्यायिक  
भारत INDIA

रु. 500



FIVE HUNDRED  
RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

MAHARASHTRA

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5 MAR 2022

प्रमाण मुद्रांक विभाग  
नोचानगर मुद्रांक विभाग



LEAVE AND LICENCE AGREEMENT

**NALINI SHASHIKANT AUTADE**

Age - 74 Years, Occ - Housewife

Karve Nagar, Pune 411058

hereinafter referred to as "The Licensor" (which expression shall mean and include his family, heirs, legal representatives, executors, administrators, successors and assigns) of the "One Part"

AND

**SITARAM SHARAD SOLANKE**

Shramasafaya Soci., Bajaj Nagar

Aurangabad, MH-431136

hereinafter referred to as "The Licensee" (which expression shall mean and include his family, heirs, legal representatives, executors, administrators, successors and assigns) of the "Other Part"

WHEREAS The Licensor is the exclusive owner, and is seized and possessed of NALINI SHASHI, AUDUMBAR COLONY, S NO 15/7/7A/2, KARVE NAGAR, PUNE 411058

[1 RK ] AND WHEREAS The Licensee has approached The Licensor seeking the said flat on Leave and License basis for a period of 1/3/2022 to 1/3/2026 on the terms and conditions mutually agreed to, appearing hereinafter



**THIS AGREEMENT ( PLACE ) IS FOR Residential USE ONLY**

**NOW THIS AGREEMENT WITNESSETH AS UNDER GRANT OF LICENCE**

1. The Licensor hereby states and declares that he grants the Licensee the license to use the said Office with effect from 1/3/2022 to 1/3/2026 for a period of 44 months only on Leave and License basis.

2. The financial compensation terms shall be as follows :

(a) The Licensee shall pay Rs 2200/- ( Two Thousand Two Hundred Only ) per month compensation for the use of the said flat on or before the 15<sup>th</sup> day of every month, and if the Licensee fails to pay such payment when due, the Licensor has the right to cancel the agreement without any notice or payment of any compensation to the Licensee. Light Bill as per Sub meter Reading, Maintenance 600/-

(b) The Licensee shall pay The Licensor a sum of 22000/- (Two Thousand Two Hundred ) as Security Deposit which will refund to tenant as and when agreement is over.

(c) The Licensee shall bear the charges for utilities namely electricity, and shall make payments of these bills on timely basis. The Licensor shall bear the municipal taxes and water tax. Any increase in municipal taxes or other statutory levies, if any, will be borne by the Licensor. The Licensor Should Pay Society Maintenance charges per Month properly.

3. The license shall automatically be terminated on completion of 44 Months (period in months) starting **1/3/2022 to 1/3/2026** date (in words), and immediately after that day, The Licensee shall handover peaceful vacant possession of the said flat to the Licensor.

4. The Licensor shall have full rights to take immediate possession of the flat on breach of any of the herein mentioned terms and conditions on the part of the Licensee.

5. The Licensor and The Licensee hereby covenant with each other that if either of the parties to this agreement decides to terminate the Licensee earlier than the date stipulated hereinabove, the desiring party shall give 30 days written notice to the other party of such intention and accordingly the said agreement shall remain terminated on expiry of the said notice period of 30 days.

6. The Licensee shall not keep, permit or allow anyone else to use the said flat, or grant Licensee to use and occupy, or sublet, nor shall he or she assign the benefits of this agreement to any other person.

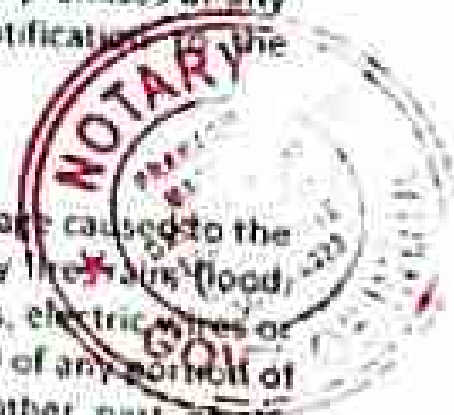
7. At all times, the ownership and legal possession and occupation of the said flat shall remain with the Licensor only; the Licensee shall not and shall not occupy the said flat as licensee only, and shall not claim any title or interest of any nature whatsoever in the said flat, and that nothing in this agreement shall be construed to be a demise at law in respect of the said flat, or to confer upon the Licensee any right of tenancy/sub-tenancy/lease/sub-lease etc. in respect of the said flat.

8. The Licensee shall keep the said flat in good condition and if any damages, breakages or disrepairs are caused to the said flat, or the society, due to any act or deed of the Licensee, the Licensee shall fully make good the charges on account of such damages, breakages or disrepairs.

9. The Licensee shall not cause any nuisance, and shall refrain from doing any act which is objectionable to the Licensor, neighbors, or the society, and the Licensor retains the right to enter and inspect the said flat, with prior reasonable notification to the Licensee, at any time convenient to him during the period of tenancy.



10. The Licensee shall not make any structural alterations or additions to the said flat without the prior written consent of the Licensor.
11. The Licensee hereby confirms that the said flat shall be occupied by him on "as-is-where-is" basis, and that, therefore, any relevant laws/rules to the contrary not with standing, he shall not during the period of this License, or thereafter, demand from the Licensor any payment for any additions / alterations / repairs / renovations, which, if required by the Licensee, shall be carried out by the Licensee at his own cost, subject to obtaining prior written permission from the Licensor, the said society and all other concerned authorities.
12. The Licensee shall not carry on any illegal business or activities, nor shall he store any prohibited articles or commodities, or items which could cause damage to the said flat, and shall strictly observe the rules and regulations of the said society and local Municipal Corporation.
13. The Licensee shall, on expiry of the period of this agreement, or on earlier termination as herein above provided, remove himself together with all his articles/things and hand over peaceful and vacant possession to the Licensor without any let or hindrance, in good order and condition.
14. The Licensee shall permit the Licensor, his servants, agents, surveyors, engineers, architects, workmen, intending purchasers, and all other persons authorized by the Licensor to enter upon the said premises at any reasonable time in the day, with prior reasonable notification to the Licensee.
15. The Licensor shall not be responsible or liable for any damage caused to the person or property of the Licensee or his family either by fire, rain, flood, dampness, leakage, bursting of water or gas pipes or tubes, electric wires or other installation in or about the said flat, or by giving way of any portion of or portions of the flooring, wall, roof, ceiling or any other part of the building or the said society. Likewise, the Licensee shall not be responsible or liable for any damage caused to the person or property of the Licensor or his family either by fire, rain, flood, dampness, leakage, bursting of water or gas pipes or tubes, electric wires or other installation in or about the said flat, or by giving way of any portion of or portions of the flooring, wall, roof, ceiling or any other part of the building or the said society.
16. The Licensee shall not do or cause to be done, any act or deed, in or about the said flat or the said society that is illegal / improper / indecent / immoral or which may expose the Licensor to any damage / loss / harm, due to any legal / Government / society's action, or any action by any person(s) so affected.



17. The Licensee hereby agrees to indemnify the Licensor from all claims / demands / damages / actions / costs / charges, to which he may be held liable, by reason of any activity / negligence / commission / omission / non-observance of any terms and conditions of this License, or otherwise by the Licensee or anyone acting for him.

20. This agreement shall be governed by :

(a) Indian Contract Act, 1882, and

(b) The Licensee specifically agrees to be bound by the

18. The Licensee shall pay The Licensor an enhanced charge of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) (amount in words) per day if The Licensee fails to vacate the premises and hand over peaceful vacant possession of the said Flat to The Licensor on expiry of the period of this agreement, or on earlier termination as hereinabove provided. If the Licensor fails to simultaneously refund the security deposit for any reason whatsoever, the Licensee shall, without prejudice take any legal remedy available to it, be entitled to continue to use and occupy the licensed Flat free of charge for which the Licensor shall be deemed to have hereby given its irrevocable and unconditional consent, until such time as the said amount are refunded by the Licensor to the Licensee together with interest thereon at the rate \_\_\_\_\_% per annum from the date on which the Licensee was willing to vacate the Licensed Flat until payment.

19. The Licensor and the Licensee shall bear and pay all cost and expenses equally by way of stamp duty, registration charges, etc. in respect of this Agreement. Each party shall bear and pay the professional fees of their respective agent's advocates. IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the \_\_\_\_\_ and \_\_\_\_\_ the year hereinabove stated.



Said Premises Painting is in good condition as and when flat leave by tenant should provide in good condition or paid for this.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AND THE DAY MONTH AND YEARS FIRST HERIN ABOVE WRITTEN :



Owner Name & Sign

Nalini Shashikant  
Autade  
Nalini Autade

Nalini Autade

Tenant Name & Sign

Sitaram Sharad  
solanke  
Sitaram Solanke



NOTED AND REGISTERED  
SERIAL NUMBER 18143  
DATE 16/5/2023

BEFORE ME

Prakash M. Dambre  
NOTARY, GOVT. OF INDIA  
PUNE