



महाराष्ट्र MAHARASHTRA

2023

62AA 437112



LEAVE AND LICENSE AGREEMENT

THIS AGREEMENT OF LEAVE AND LICENSE made at GHANSOLI this 27th of Aug 2023 BETWEEN MR SUMEET PATIL Adult, Indian Inhabitant, residing at MAHAVIR SARGAM CHS LTD, FLAT NO 602, SECTOR NO:-05 GHANSOLI, NAVI MUMBAI-400701. hereinafter called the "LICENSOR" (which expression shall unless repugnant to the context or meaning therefore include her legal heirs, executors, administrators and assigns) the Party of the One Part, AND MR SUNIL MEENA AND MR SAJAL SONI and adult, Indian inhabitant, having permanent address GETA ROAD ITAWA, ITAWA, KOTA, RAJASTHAN, 325004. AND K.P NAYAK MARKET, ALYAI, MANIPUR, JHASI, UP 284204. Hereinafter called the "LICENSEE" (which expression shall unless repugnant to the context or meaning therefore include his legal heirs, executors, administrators and assigns) the Party of the Other Part.

(OWNER)



(TENANT)

WHEREAS the Licensor is Owner and fully possessed of or otherwise well and sufficiently entitled to hold the said MAHAVIR SARGAM CHS LTD, FLAT NO:- 602, PLOT NO 02, SECTOR NO: 05 GHANSOLI, NAVI MUMBAI-400701 Here in after called the said "FLAT". WHEREAS THE Licensee being in temporary need of a residential accommodation for his self-use for a limited period of 11 (Eleven) months only and has approached the Licensor for permission to use the said temporally, together with lights, fans, fittings etc. laying therein, on Leave and License basis for a period 11 month, which the Licensor has agreed to do on the terms and conditions mutually agreed upon by and between the parties and hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AS UNDER:



1. The Licensor do hereby grant unto the Licensee permission to enter upon, use and look after the said FLAT NO:- 602, PLOT NO 02, MAHAVIR SARGAM CHS LTD, SECTOR NO:-05 GHANSOLI, NAVI MUMBAI-400701. Temporarily for a limited period of 11 (Eleven) months on "Leave and License "arrangement, commencing from 01/09/2023 and expiring as on 31P/07/2024.
2. The Licensee covenants with the Licensor that the Licensee shall observed & perform the following terms and conditions:
3. It is hereby expressly agreed and declared that neither this agreement nor anything Contained herein shall be deemed to create any interest or estate in favor of the Licensee in the said FLAT, and that relationship of both the parties shall always be that Licensor and Licensee only.
4. The Licensee shall use the said premises only for the purpose of bonafide residence of Licensee & his family members and the Licensee shall not allow the said premises to be used by any person/party during the period of the Licensee nor shall part with possession of the said premises or any part thereof in favor of any other person/party on any basis.
5. The Licensee shall not store any business articles in the said FLAT, however all the articles required for use as a residential/commercial FLAT are permitted to be kept and brought, in the said FLAT.
6. The Licensee shall not make any additions or alterations in the said FLAT without the written permission of the Licensor.
7. The Licensee shall not use the said premises for any illegal or immoral purpose.
8. The Licensee shall abide by rules regulations/byelaws of the society/authorities in which the said FLAT is situated.


(OWNER)

 
(TENANT)

9. The Licensee and its family members and servants would not cause, permit or suffer anything in any way, which may create any nuisance or annoyance to the neighboring occupier's or any cause any damage to the said FLAT and building/property, wherein the said FLAT situated.
10. The Licensee shall take reasonable care of fixtures, fittings, including electrical fittings, ceiling fans, tube lights etc lying in the said FLAT and in case of any damage caused by Licensee or its family members, servants to the same, then the Licensee shall compensate the Licensor for such loss.
11. The Licensee shall pay RS 29,000/- (TWENTY NINE THOUSAND ONLY /-) per month to Licensor as License fee/Compensation of the said FLAT by 1st week of every month during the said period of License. Maximum 10% Increment in monthly rental each year from the renewal of the agreement
12. The Licensee shall pay the electricity & such car parking charges of the said FLAT during the period of License and maintenance charges & society charges will be born by Licensor.
13. The Licensee shall have paid a security deposit of RS 80,000/- (EIGHTY THOUSAND ONLY/-) to the Licensor at the time of execution of this agreement which would be treated as interest free deposit under this Agreement for the purpose of due performance of the terms and conditions of this Agreement by the Licensee and on expiry of the License vacating period the same would be refunded by the Licensor to the Licensee after deducting arrears of compensation, damages if any then due.
14. The Licensee shall be entitled to quit /leave and said FLAT, by giving the Licensor one calendar month notice, in writing.
15. The Licensor shall also give to the Licensee one calendar month Notice, in writing before termination of this agreement.
16. In case of Breach of any terms and conditions of this agreement, the Licensor may terminate this agreement by giving One-Month Notice in writing to the Licensee within the said License period of 11 months.
17. Intention and at the expiry of the Notice period this agreement shall stand Revoked and the Licensee shall remove all his belonging and shall quit, vacate the said FLAT in its original condition to the Licensor, without any breach of peace.
18. In case the Licensee fail to vacate the said FLAT on the expiry of this agreement and or the said Notice period, the Licensor shall be entitled and hereby authorized by the Licensee to remove all the belonging of Licensee at the cost and risk of Licensee.



(OWNER)

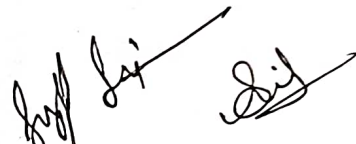
 
(TENANT)

19. On expiry of the said License period of 11 months, or on termination of License for any breaches, the Licensee shall immediately hand over to the Licensor vacant and peaceful possession of the said FLAT as its same condition, and on handing over vacant possession of the said FLAT, the Licensor shall refund to the Licensee, the said interest free deposit, after deducting arrears, compensations & damage if any in the said FLAT and also after deducting the electricity, water bills etc. amount if remaining unpaid.

20. This agreement has been entered into by the parties under Sec.24 of the Maharashtra Rent Control Act, 1991 and in case the Licensee fails to hand over to the Licensor, vacant and peaceful possession of the said FLAT, on expiry of said period of 11 months, from the date of singing of this Agreement, then the Licensee shall be liable & bound to pay to the Licensor, compensation/mesne profits per months at the double the Licensee fee mentioned in this agreement.

21. The License must pay One Month Brokerage to his Broker on the time of renewal and renew the agreement.


(OWNER)


(TENANT)

IN WITNESS WHEREOF THE PARTIES HAVE SET AND SUBCRIBED THEIR HANDS TOO THIS AGREEMNT ON THE DAY AND THE YEAR MENTIONED HEREIN ABOVE.

SIGNED AND DELIVERED BY THE

Within named 'LICENSOR'

In the presence of

Mr. SUMEET PATIL



SIGNED AND DELIVERED BY THE

Within named 'LICENSEE'

MR SUNIL MEENA

MR SAJAL SONI

In the presence of

Mr.



5

RECEIPT

RECEIVED a sum of RS 80,000/- (EIGHTY THOUSAND ONLY) From MR SUNIL MEENA AND MR SAJAL SONI the Licensee here in above named towards the Security Deposit in respect of MAHAVIR SARGAM CHS LTD, FLAT NO 602, PLOT NO 02, SECTOR NO:-05 GHANSOLI, NAVI MUMBAI-400701.

CHEQUE NO.745032 SBI KOTA BRANCH AMOUNT 80,000/- DATED 28/09/2023

I SAY RECEIVED

80,000/-



MR. SUMEET PATIL

(OWNER)