

महाराष्ट्र MAHARASHTRA

2018

AK 854057

- 1 AUG 2018

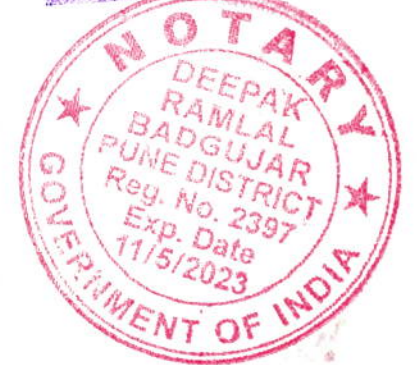
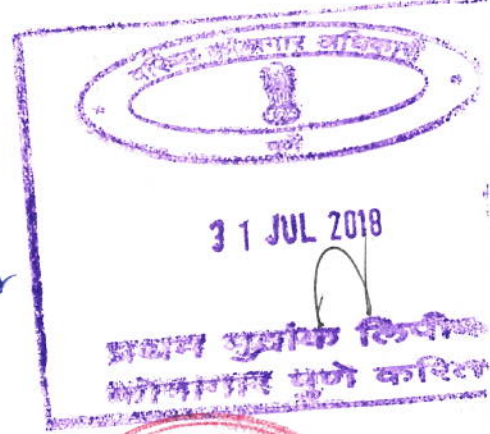
अनु.क्र. 39502 दि. मु.शु.रकम: 500/-  
दस्तावा प्रकार : LSL  
दस्त नोंदणी करणार आहेत का ? :- होय / नाही  
मिळकतीचे वर्णन :  
मुद्रांक विकत घेणाऱ्याचे नांव: Kiranchandra R. Neekar  
पत्ता: Lucknow, Pune.  
दुसऱ्या पक्षकाराचे नांव: Kalyani Landge  
हस्त ठेवलेले नांव व पत्ता: M. Khule P. M. M. M.

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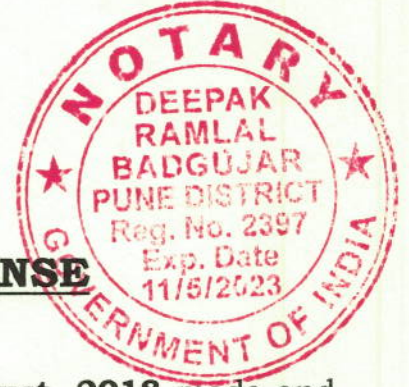
सी. सुवेना गणेश देवराजे  
संख्या क्र. 2289996  
192/2, बुधवार पेठ, पुणे-4

मुद्रांक विकत घेणाऱ्याची सही  
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला आहे त्याच कारणासाठी  
मुद्रांक खरेदी केल्यापासून 6 महिन्यात वापरणे बंधनकारक आहे.





## **AGREEMENT OF LEAVE AND LICENSE**



This agreement of leave and license on this **3<sup>rd</sup> Day of August, 2018** made and executed at Pune.

### **BETWEEN**

**Mr. Kiranchandra Rajhans Nerkar**

Age: 58 Years, Occupation: Professor, PAN Number: AAQPN0316E

Bothe are residing at Address: Plot No. 32, F.C.I. Housing Society,

Extension Narendra Nagar, Nagpur, 440015

Hereinafter referred to as the "**LICENSOR**" (which expression shall, unless repugnant to the context and measuring and meaning thereof, mean and include heirs, executors administrators and assigns)

### **.... PARTY OF THE FIRST PART**

### **AND**

**Miss. Chaitaly Subhash Navare**

Age: 26 Years, Occupation: Service, Aadhar Number: 585355445532

Residing at Address: Uday Niwas, NB/D6, New Balaji Nagar, Aurangabad, 431001

AND

**Miss. Kalyani Kishore Landge**

Age: 26, Occupation: Service, Licence Number: MH3120120005980

Residing at Address: Plot No. 17, Gita Nagar, Zingabai Takali, Nagpur, 440030

AND

**Miss. Nayana Sanjay Gadakh**

Age: 26, Occupation: Service, Aadhar Number: 956455883076

Residing at Address: 24, Savita Darshan Society, Jagtap Mala, Behind Bytco College, Nashik Road, Nashik, 422101

Hereinafter referred to as the "**LICENSEE**" (which expression shall, unless repugnant to the context and measuring and meaning thereof, mean and include heirs, executors administrators and assigns)

### **.....PARTY OF THE SECOND PART.**





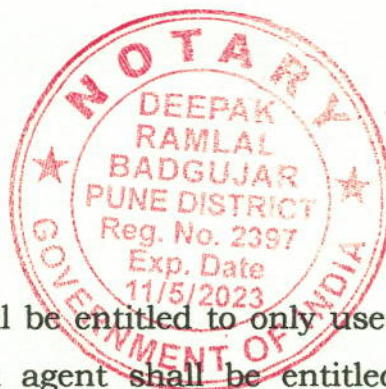
Whereas all that piece and parcel of Residential premises of **Flat No. 301, Sumitra Aangan Apartment, Dutt Mandir Road, Wakad, Pune, 411057** situated within the local limits of PCMC (Pimpri Chinchwad Municipal Corporation) which is more particularly described in the schedule of premises hereunder written and which is the subject matter of these presents and which is hereafter referred to as the said premises for the sake of brevity is owned by and belongs to the licensor who have legal, bonafide, and marketable title to the same and the name of the licensor are entered upon the record of the PCMC (Pimpri Chinchwad Municipal Corporation) tax assessment and MSEB (Maharashtra State Electricity Board) as holder of the same.

And whereas the licensee requested the licensor for grant of leave and license and permission to occupy and use the said premises for the purposes of residence and leave and license basis for **11 months** and the licensor agreed for the same subject to the terms and conditions agreed upon between the parties hereto which are reduced into writing by the way of these presents.

**Now therefore this agreement witnessed as follows:**

1. The licensor do hereby grant, allow and permit the licensee to use and occupy the said premises for the purpose of residence the licensee on leave and license basis for **11 month period** and the term commencing from **01/04/2018 to 31/02/2019**
2. The Licensee agrees for the **first 11 months to pay Fees of Rs.12,000/- (Rupees Twelve Thousand Only) within First Week of every month**, excluding Society Maintenance.
3. The Licensee will pay **Rs.30,000/- (Rupees Thirty Thousand only) by online** as deposit to Licensor. Which is without interest and refundable after completion of agreement period to Licensee.
4. The licensee shall pay the MSEDCL bill for the said premises within prescribed period and the licensee shall return the original copy of such all bills to the licensor after the fulfillment of payment.
5. That the legal possession of the said premises shall be deemed with the licensor who shall have control over the said premises during the subsistence



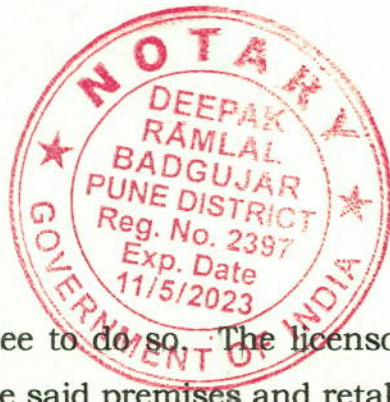


of this license. The licensee shall be entitled to only use the said premises. The licensor or their authorized agent shall be entitled to visit the said premises during the day time or any suitable time to the licensee after a notice period of 24 hours for inspection and verification of the fact that no illegal/immoral activities are performed in the said premises.

6. That the licensee shall use the said premises for the purpose of residence purpose only. The licensee shall not :
- Permit anyone else to and occupy the said premises.
  - Use the said premises for any illegal/immoral/improper activities or purposes.
  - Commit any hindrance, disturbance or nuisance of any kind or nature to the neighborhood of the said premise.
  - Transfer wholly or partly the benefit of this license to any other person.
  - Make any changes in the permanent structure of the said premises.
  - 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.
  - Grant sub-license to any person.
  - Keep other in place or stead of license.
  - Claim to be tenant of the said premises during existence of this agreement or for any period thereafter.
7. That the licensor are not liable for any damages or injury to any person whatsoever or to any property by fire, rain, leakages, breakage, bursting of water pipe or electric cable in the said premises or giving away of any portion of the said building from any or property caused due to fault, negligence or carelessness of the licensee and/or agents, servants, authority holders, etc.
8. The list of inventory is as per below **Annexure**. If licensor found any damage to the property he has right to deduct the particular amount from security deposit of Licensee.
9. That the licensor shall be put in use and occupation of the said premises upon expiry of this agreement or its revocation by either licensor or licensee. On expiry of this agreement the licensee shall cease to use the said premises and shall vacate the same together with their belongings content there in and







in the event of failure of the licensee to do so. The licensor will be entitled and have the liberty to enter into the said premises and retake the occupation of the said premises from the licensee without recourse to the court of law and without prejudice to the rights of the licensor to recover from damages from the licensee.

10. That notwithstanding whatever is stated herein above this license is revocable by either party prematurely without assigning any reason whatsoever on **one month notice**. If the licensee voluntarily revokes, the license then the licensor shall refund the security deposit immediately at the time of taking possession of the said premises from the licensee, after deduction amount towards damages if any.
11. That this writing shall not be construed as tenancy agreement or lease or otherwise creating any right/interest in the said premises in favor of the licensee. This is a merely a temporary agreement of leave and license to allow the licensee to use and occupy the said premises for residence only. The license shall be deemed licensee for a period of **11 months only**. There is no intention of creating any tenancy in the said premises on rental basis as per the provisions of the Maharashtra Rent Control Act of 1999 (MAH-18 of 2000). And the licensee shall remain to the licensee of the said premises. All receipts issued by the licensor in lieu of payments made the licensee for use and occupancy of the said premises shall be deemed as payment made under this agreement irrespective of the contents and languages thereof. Nothing in the said receipt issued shall be read and construed to mean issuance of rent receipt within the meaning and context of MAH-18 of 2000.
12. The licensee is not liable for any damage to the property due any natural calamities.
13. Licensee shall obtain Police verification copy from the local police station, at the cost of the licensee.
14. Licensor will keep original agreement and Licensee will keep photocopy of the agreement. The cost of the agreement will be share by Licensor and Licensee in equal proportion.





### Schedule of the Property

All that piece and parcel of Flat No. 301, Sumitra Aangan Apartment, Dutt Mandir Road, Wakad, Pune, 411057, situated within the local limits of Pimpri Chinchwad Municipal Corporation and within the Jurisdiction of the Sub-registrar Haveli, registration District Pune.

**IN WITNESSES WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS PRESENCE AT PUNE ON THIS DAY DATE AND MONTHS WRITTEN HEREIN ABOVE.**

### Annexure

#### LIST OF INVENTORY

Sr. No.	Particulars	Qty. in Nos.
1	Ceiling Fans in the Premises	4
2	Lights	7
3	Exhaust Fans	1
4	Bed	4
5	Cupboards	4
6	Gas	1
7	Geyser	1

SIGNED SEALED AND DELIVERED BY  
THE WITHIN NAME LICENSOR

Mr. Kiranchandra Nerker

**(Licensor)**

SIGNED SEALED AND DELIVERED BY  
THE WITHIN NAME LICENSEE



STAMP





**Miss. Chaitaly Subhash Navare**  
(Licensee)



**Miss. Kalyani Kishore Landge**  
(Licensee)



**Miss. Nayana Sanjay Gadakh**  
(Licensee)



**In the presence of**

**1) Witness1**

**Miss. Radhika Kiranchandra Nerkar**

Age: 26 Years, Occupation: Service, Aadhar Number: 712181032091

Residing at Address: Plot No. 32, F.C.I. Housing Society, Extension

Narendra Nagar, Nagpur, 440015

**1 AUG 2018**



**D. R. BADGUJAR**  
Sr. No. 10/11, 2nd Floor,  
Pardeshi Building,  
Sukhasagar Nagar, Katraj,  
Pune-411046.

**BEFORE ME**

**D. R. BADGUJAR**  
NOTARY GOVT. OF INDIA  
PUNE

**2) Witness2**

**Miss. Deepali Laxman Nimje**

Age: 26 Years, Occupation: Service, Aadhar Number: 410110856436

Residing at Address: B-901, Goldvilla Socceity, Behind Hub building,  
Laxman Nagar, Dange Chowk

