

BETWEEN

Mrs. **RITA RAMDAS NARANG**, (PAN:AGZPN5493R) age around 61 years and residing at Plot no 31, Gobindnagar Coop Housing Society, Chandan Nagar (Kharadi), Pune 411014 –

Hereinafter referred to as "The Licensor", for the sake of brevity and convenience (which expression shall, unless contrary to the context or meaning thereof, mean and include her legal heirs, representatives, agents, managers, administrators, executors and assigns)

THE PARTY OF THE FIRST PART

AND

Mr. **DIPAK AMBADAS BELSARE**, son of Ambadas Sonba Belsare, (PAN: BCZPB5018D) (ADHAAR No. 2111 6909 2655) (Mobile: 9423 871 881) age around 29 years and residing At Sr No 1133/a, Plot No 15b, House no. 2, Shirur, Dist. Pune 412210

Hereinafter referred to as "The Licensee", for the sake of brevity and convenience (which expression shall, unless contrary to the context or meaning thereof, mean and include her legal heirs, representatives, agents, managers, administrators, executors and assigns)

THE PARTY OF THE SECOND PART

WHERE AS the Party of the First Part is seized and possessed of all that piece and parcel of the said premises being Room no. , admeasuring around 160 sq. ft., on the FIRST Floor, in her residence at plot no. 31, Gobindnagar Coop Housing Society, Chandan Nagar (Kharadi), Pune 411014, **HEREINAFTER CLEAN AND REFERRED TO AS "THE SAID PREMISES"**, for the sake of brevity and convenience,

AND WHEREAS the said premises are in exclusive possessions of the Licensor and the Licensor has absolute right to let out the **said premises** on leave and licence basis,

WHEREAS the party of the SECOND PART being in need of a place to reside for a temporary period since both he and his wife were employed in Pune, approached the LICENSOR and gave her an offer for occupying the **SAID PREMISES** on leave and licence basis in term of relevant provisions of the law governing the premises;

WEREAS after protected negotiations and deliberations between the parties hereto, the PARTY OF THE FIRST PART agreed to give the **SAID PREMISES** on leave and licence to the PARTY OF THE SECOND PART for a period of 11 months on certain terms and conditions,

WHEREAS the Party of the First Part and the Party of the Second part, have agreed and deemed it fit to reduce these terms and conditions on which the present agreement is executed in writing,

THIS INDENTURE HEREBY WITNESSETH THE FOLLOWING TERMS AND CONDITIONS ON WHICH THIS LEASE DEED IS BEING MADE:

1. **COMMENCEMENT AND TENURE**

This leave and licence shall be for a period of 11 (Eleven) months commencing from 15th September, 2019 and ending on 14th August, 2020

LICENCE FEES

The licence fees has been settled for an amount of Rs. 3,500/- (rupees Three Thousand five hundred) only per month beginning from 15th September, 2019 payable every month.

3. **ENHANCEMENT / EXTENSION OF LEAVE AND LICENCE**

In case it is mutually decided upon by the parties to this agreement to enhance and continue the Leave and License for a further period of 11 months, after 14th August, 2020, all the parties hereto have agreed to do so at an enhanced rate by Rs. 500/- in the license fees that is being paid as per this agreement. To be more specific, the license fees for the next 11 months shall be Rs.4,000/- (rupees Four Thousand) only.

4. **ELECTRICITY CHARGES AND SOCIETY MAINTENANCE CHARGES:**

That in addition to the monthly compensation/licence fees aforesaid, the licensee shall pay all electricity charges as per actual bills submitted by the Licensor as per reading shown in the sub-meter separately installed for this said premises, for usage in the said **SAID PREMISES** without fail. The licensee hereby agrees to pay the actual maintenance charges that are payable as decided upon by the parties hereto.

5. **SUBLETTING:**

That licensee shall not be entitled to sublet (either wholly or in part) the said **SAID PREMISES** to any other person/s and/or organization/s and/or to any one whomsoever. They hereby agree and accept to use it exclusively for their own business purpose/s.

6. **REPAIR:**

The licensee shall keep the **SAID PREMISES** in good and habitable condition and shall deliver peaceful and vacant possession to the licensor on termination of this agreement. The licensee shall be responsible in keeping the scheduled items in good and habitable condition and shall be liable to replace and part wholly or partially damaged during the currency of this agreement at its own cost and expenses. The licensor shall get all the major repairs done in the **SAID PREMISES**, where the licensor does not get such repairs done within two days of intimation by the licensee of the same, hence the licensee shall be deemed to have been permitted to the repairs done and all the expenses and cost so incurred shall be deducted from the monthly license fee payable to the licensor.

7. **HOLDING OVER:**

That incase the licensee hold over or does not deliver possession of the said **SAID PREMISES** on the expiry of the period fixed, the licensee shall continue to be liable for the payment of twice the agreed license fees, proportionate for the period the licensee so remains in possession of the said **SAID PREMISES**.

8. **PERMANENT ALTERATION:**

That the licensee shall not be entitled to make any kind of permanent alteration in the **SAID PREMISES** except with the written prior consent of the licensor provided that the licensee shall be entitled to install temporary detachable fixtures and remove the same on the termination of the agreement

9. **INSPECTION:**

The licensor shall be entitled to inspect the said **SAID PREMISES** at all reasonable time. The licensee shall keep all fixtures, electric fittings, water connections in good running condition. Before taking inspection, the licensor shall give notice of 8 days in writing to the licensee of his intention to do so.

10. **FORFEITURE:**

That the licensee covenants with the licensor, that he shall be liable to forfeit all rights and interest under the license in case breach of its' covenant regarding subletting of the **SAID PREMISES** etc. in which case the licensor shall be entitled to resume possession of the said **SAID PREMISES**.

11. **JUDICIAL POSSESSION:**

That all the times the judicial possession of the said **SAID PREMISES** shall be with the licensor and the licensee is merely granted permission to make use of the said **SAID PREMISES** and hand it over on the expiry of the stipulated period has been renewed, extended or changed mutually by and between the parties.

12. **INTEREST FREE SECURITY DEPOSIT :**

The party of the second part shall keep an interest free security deposit of Rs. 10,000/- (rupees ten thousand) only with the party of the first part till the completion of the tenure of this agreement.

13. **TENANCY:**

That it is hereby distinctly understood and agreed by and between the parties that no right of tenancy is conferred upon the licensee by the virtue of this agreement and the relationship of the landlord and tenant is not created and is not be indented to be brought into existence of this agreement. The provisions of the Maharashtra Rent Control Act 1999 shall always govern this agreement and the provisions contained therein hereto shall bind the parties.

14. **TRANSFER/ DISPOSAL OF PREMISES:**

It is expressly agreed between parties here to that in the event of the licensor transferring the **SAID PREMISES** to any third party during the term of this agreement the licensor shall obtain appropriate writings from such transferee ensuring the uninterrupted use of the said **SAID PREMISES** by the licensee for the remaining term of these presents. All rights and liabilities of the licensor including license fee and security deposit and all conditions herein shall automatically accrue to the transferee on such disposal of the premises.

15. CIVIL WORKS/ELECTRICAL WORKS:

All minor civil and electrical work shall be carried out by the licensee at their own cost during the term of the agreement. Any major repairs and/or changes if needed have to be brought to the notice of the Licensor and after his permission, the changes may be carried out. In case after agreeing and permitting any major repairs and changes, the licensor does not carry out the necessary civil/electrical works within seven days of intimation of the requirement of such works becoming due, the licensee shall be deemed to have permitted to carry out the works and deduct the expenses so incurred from the monthly license fees.

16. RETENSION OF BILLS:

The licensee shall retain originals of all electricity, society maintenance and any other papers and bills relating to the said **SAID PREMISES**, till the tenure of this lease gets over, after which they shall hand them over to the Licensor. However copies of the same shall be provided upon request to the licensor.

17. INDEMNITY:

The licensee shall pay all dues such as electricity etc. and handover the premises to the licensor in the state in which the licensee does not pay the electricity charges, water charges, telephone bills to be paid by him, in accordance with the terms of the agreement the licensee shall indemnify any loss/ damage or cost which may be attributed to such non-payment.

18. PREMATURE TENURE VACATION:

If either of the two parties to this agreement desire and/or wish to prematurely end this contract (i.e. before the tenure as detailed in clause no. 1 above gets over), then either party needs to give a 30 days written notice to the other party of his intentions to do so. However, in lieu of this notice period the licence fees (as detailed in clause no. 2 above) for 1 month or proportionately as calculated from the actual date of vacation, may be offered/given to end this contract prematurely.

19. DISPUTES:

In the event of any dispute or difference arising between the licensors and the Licensees hereto concerning or relating to the interpretation of these presents or the interpretation or effect of any provisions thereof or relating to the liability or obligation on the part of any of the parties hereto, the same shall be referred to arbitration of three arbitrators, one to be appointed by each of the parties and the two appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator. The award passed by them shall be binding on both the parties. The arbitration shall be in Pune and in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enhancements thereof for the time being in force. This agreement shall be subject to Jurisdiction of Pune.

IN WITNESS WHEREOF the parties hereto have put their respective hands to this deed on the day first mentioned hereinabove.

SIGNED, SEALED AND DELIVERED

By the within named **LICENSOR**

Mrs. Rita RamdasNarang

In the presence of.....

] Signature:- *Rita RamdasNarang*

SIGNED, SEALED AND DELIVERED

By the within named **LICENSEE**

Mr. Dipak Ambadas Belasare

In the presence of.....

] Signature:- *Dipak Ambadas Belasare*

In the presence of the following Witnesses:-

1- Kietti Subhash Kulkarni Kulkarni K.S.

2-



BEFORE ME

[Signature]
PRAKASH H. PARE
NOTARY, GOVT. OF INDIA
PUNE DISTRICT

19.5 OCT 2019