



महाराष्ट्र MAHARASHTRA

2022

BV 886822

अनु. नं. 36431 दि. 28/01/2023 मु. नं. 8081  
Agreement

दस्तावेज प्रकार

दस्त नोंदणी करणार आहे: ? मुल / नाई

निष्ठास्वीचे वर्ग

मुद्रांक विभाग येथील नांव: Girish Nivrutti Shinde  
पत्ता: Chinchwad, Pune-411017

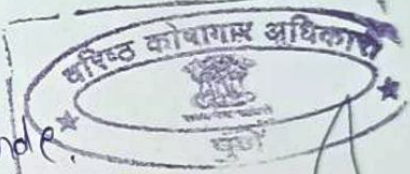
दस्तावेज बसकऱ्याचे नांव

हस्तक्षेप करीत नांव व पत्ता

N.D.

सी. अंजली दिवस दिवेकर  
पत्ता नं. 2209968  
विनयवर्धन, पुणे.

मुद्रांक विभाग येथील नांव



23 JAN 2023

पथक मुद्रांक लिपीक  
करिता



LEAVE AND LICENCE AGREEMENT

THIS LEAVE AND LICENCE AGREEMENT IS MADE AND EXECUTED ON THIS 06<sup>th</sup> DAY OF FEBRUARY 2023.



BETWEEN

**Ghag Prakshant Murlidhar**

Age : An adult, Occupation –Business/Service / Student,

Permanent R/at – **Premier City, Empire Estate, Chinchwad, Bld.K/3, Fl.002, Pune – 411019** . (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include all his/her/their legal heirs, executors, administrators and assignees)

OF THE FIRST PART

AND

**Girish Nivrutti Shinde**

Age : 29 yrs, Occupation –Business/Service / Student, Adhar Card.No **686723646501**

Permanent R/at – **Bhavani Nagar, Tal-Madha, Tembhurni, Solapur, Maharashtra-413211** .

(which expression shall unless it be repugnant to the context or meaning thereof shall mean and include all his/her/their legal heirs, executors, administrators and assignees)

OF THE SECOND PART

**WHEREAS;**

The Licenser is well and sufficiently entitled to and otherwise seized and possessed of Residential Situated at **Premier City, Empire Estate, Chinchwad, Bld.K/3, Fl.002, Pune – 411019** . The Licensee being in need for a Residential flat for the residence of himself and his immediate family members has requested the Licenser to allow/permit the Licensee to use and occupy the said flat on Leave and License basis (and not as a tenant) belonging to the Licenser for a period of **11 months** effective from **01/08/2022 to 31/06/2023** to which the Licenser has agreed on certain terms & conditions hereinafter appearing.

**NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS**

1. The Licenser hereby grant to the Licensee, License to use and occupy the said premises on Leave and License basis for a period of **11 months** commencing from **01/08/2022 to 31/06/2023** for the Residential purpose of the License and for no other purpose.
2. The Licensee shall use the said premises for the Residential purpose only of himself and his immediate family members and bonafide servants and for no other purpose. The Licensee shall not permit or allow any other unauthorized person to occupy or reside in the said premises.
3. The Licenser shall be deemed to be in Judicial possession of the licensed premises and the Licensee will be in use of and in occupation of the licensed premises as a mere Licensee it being the intention of the parties hereto that the exclusive possession of the Licensed premises shall vest with the Licenser alone.
4. The Licensee shall pay to the Licenser a sum of **Rs.5,000 (Five Thousand Only)** for the each month as License fee / compensation for use and occupation of the licensed premises for the initial **11 months**. The Licensee shall keep deposited with the Licenser the amount of **Rs.10,000/-(Rs. Ten Thousand Only)** paid by cash, as security deposit towards the any damages, outstanding towards the License Fees, M.S.E.B charges and any wear and tear of the said flat premises, The said deposit shall carry no interest and is refundable at the end of License period or sooner determination, subject to deductions if any.



5. The Licensee shall pay all charges in respect of electricity consumed by the Licensee in the said premises as also the telephone bills and non-occupancy charges, if any. The Licensor shall regularly pay Corporation taxes, Society Maintenance charges and also all the rates, taxes, cesses, charges, assessments and other impositions, duties and outgoings to the concerned authorities as and when levied by the concerned authorities for and during the continuance of this agreement.
6. The Licensee shall keep the interior of the said premises and the floors, walls, ceilings, doors, windows, electricity installations, water taps and other fittings and fixtures thereof in good repair and condition (reasonable wear and tear and damage by fire tempest and acts of God expected) and shall repair, make good or replace any damage or breakage caused to the same or any part thereof.
7. The Licensee and / or any person on behalf of the Licensee shall not make or permit to be made any alternations or additions to the construction or arrangement (internal or external) of the said premises, It is specifically understood that on expiry of this agreement or sooner determination as provided herein the Licensee shall at their costs put the said premises in the same condition as it has been entitled to bring his own furniture, goods, etc. in the said premises which may be required for the Residential purpose. The Licensee shall be liberty to obtain telephone/Internet connections in the said premises at his costs and the Licensor does hereby give his consent for the same.
8. The Licensee and/or his family members, servants shall not do or permit to be done upon the said premises any act or thing which may be or may become a nuisance or annoyance to or in any way interfere with the quiet possession of the Licensor or the tenants or occupiers of the other portions of the building in which the said premises is situated by shouting, playing loud music or musical instruments, hosting parties, etc. If any complaints are received from the tenants or occupiers of the other portions of the building in which the said premises is located then the Licensee shall have to vacate the premises in 7 days, The Licensee shall park his vehicles only in the parking space reserved or allotted to him.
9. The parties hereto expressly agree and declare that no tenancy rights nor any right title or interest in the nature of tenancy or any other interest whatsoever is hereby created or intended to. be created by this agreement in favour of the Licensee.
10. The Licensee agrees that the Licensee shall not keep or store in or upon the said premises petrol or any other goods; of combustible hazardous or explosive nature except goods of such nature are required; for household use and car and permitted by the Law nor to do or suffer to be done on the licensed premises anything which shall make voidable or increase the premium payable on the policy or policies or insurance for the time being in force in respect of the building in which the said premises are situated.
11. The parties hereto agree that the license hereby granted to use the licensed premises is granted to the Licensee on personal basis and the Licensee shall not be entitled to transfer, assign, sub-let, under-let or grant any license in respect of part with possession of the licensed premises or any part thereof.
12. The Licensee and / or his family members, servants shall observe and perform all the terms and conditions/bye-laws of the Condominium / Society / Company



applicable to the said premises and also observe all the Municipal rules and regulations and laws, in respect of use of the said premises.

13. It is agreed between the parties hereto that if the compensation payable hereunder for the use of the said premises of any part thereof shall remain unpaid for a period of 30 days after the same has become due (whether demanded or not) or if any of the terms and conditions herein contained shall not be performed or observed then and in any of the said event's it shall be lawful for the Licensor or any of the person or persons duly authorized by him to give a written notice the Licensee to rectify the said breach within 7 days from the date of the notice the license hereby granted shall automatically stand terminated notwithstanding anything to the contrary herein and upon such termination the Licensor or his authorized representatives shall be at liberty to enter upon the said premises for that purpose to break open any doors, locks, or bolts to get entry in to the said premises and thereupon the Licensee and / or his family members, servants occupying the said premises shall remove themselves with all their belongings from the said premises and shall handover quiet, peaceful and vacant possession of the said premises to the Licensor or his representatives. It is distinctly agreed between the parties that such action taken by or on behalf of the Licensor to enter upon the said premises in the manner aforesaid shall be valid and lawful & the Licensee shall not raise any objection thereto or question the same in any court of law.

14. The Licensor shall not be responsible or any damage that may happen to the person or property whatsoever of the Licensee and /or his family members, servants, visitors and invitees using the said premises for the time being by fire, rain, floods, leakage, bursting of water and electric wire casting or tubes or other installation in or about the said premises or by the giving way Of portion or portions of the flooring walls roof ceiling of any other part of the building or from any cause whatsoever.

15. Upon the termination of the license hereby created or sooner determination thereof, the Licensee and his family members and servants shall forthwith remove themselves together with their furniture, fixtures and belonging and shall hand over quiet, vacant, and peaceful possession of the said premises to the Licensor and if the Licensee and family members and servants continues to occupy the licensed premises after the termination and / or the determination of the license hereby granted then and in such an event the Licensee shall do so as a trespassers and will be liable to ejectment proceedings. It is hereby agreed that until the vacant possession of the said premises is handed over to the Licensor as aforesaid, the Licensee shall be bound and liable to pay to the Licensor a sum of Rs. 1,000/- per day as and by way of agreed compensation of the said premises.

16. The Licensor shall retain the original keys in respect of the said premises and the duplicate keys in respect of the said premises shall be with the Licensee after execution of this agreement. The Licensee shall not change the lock on the main entrance door or other doors of the said premises.

17. Notwithstanding, anything stated herein it is agreed between the parties hereto that the; Licensee granted hereby can be revoked by the Licensor during the term of this agreement if a Legislation prohibiting or restricting Leave & License permission comes in force.

18. Without prejudice to the foregoing provisions and without the prejudice to all or any other rights and remedies that may be available to the Licensor under this



agreement, the Licensee agrees that the Licensor shall be entitled to recover possession of the same premises & avail the rights conferred by the Sec 24 of the Maharashtra Rent Control Act, 1999.

19. If is specifically agreed by and between the parties that in case the either of the party wants to cancel the agreement before its time stipulated in the agreement they can do so by giving 30 days clear notice in writing of the termination of the present agreement to the other party. All the expenses like stamp duty, and registration, typing, copying, Adv. fees etc. shall be borne by both the parties equally. It is agreed between the parties that the original of this License agreement shall be retain by the Licensor and the Licensee shall keep with him a Xerox copy of this agreement.

IN WITNESS WHEREOF THE LICENSOR AND THE LICENSEE HAVE HEREUNTO  
PUT THEIR HANDS AND SEALS ON THE DATE AND DAY FIRST HEREIN ABOVE  
MENTIONED.

Ghag Prakshant Murlidhar  
LICENSOR

Girish Nivrutti Shinde  
LICENSEE

**WITNESS :**

1. Signature:

Name :

Address :

2. Signature:

Name :

Address:



06 FEB 2023

BEFORE ME

S. S. BORATE

Notary, Govt. of Maharashtra  
Pune, Reg. No. 187.