

भारतीय गैर न्यायिक
भारत INDIA

रु. 500



FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

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27 APR 2018

प्रथम मुद्रांक लिपीक
कोषागार पुणे करिता



LEAVE & LICENSE AGREEMENT

This LEAVE & LICENSE AGREEMENT is made and executed at Pune on 30th May 2018.

BETWEEN

DR. MRS. PRATIBHA MISHRA W/O. DR. NARESH MISHRA

Age 67 Years, Occ. Retired

R/at - B-3, 804, Accolade, Kharadi, Pune - 411014.

Hereinafter referred to as "**THE LICENSOR**"

(Which expression shall unless repugnant to the context or meaning thereof shall mean and include his legal heirs, executors, administrators, assignees) of the **PARTY OF THE FIRST PART.**

MR. JYOTI PRAKASH DAS S/O. JAGANNATH DAS

Age 32 Years, Occ. Service

R/at - Tulong Sahi, Baleshwar Sadar Baleshwar, Odisha - 756003 Mob. 9923303264

Hereinafter referred to as "**THE LICENSEE**" (Which expression shall unless repugnant to the context or meaning thereof be deemed mean and include its successors in business and permitted assigns) of the **OTHER PART...**

WHEREAS, the licensor is the sole owner of **2BHK FLAT adm. area. 950 Sq.ft. situated at SOLACIA SOC., FLAT NO. P1-304, 3RD FLOOR, BAIF ROAD, WAGHOLI, TAL. HAVELI, DIST. PUNE - 412207** with attached Toilet & Bathroom within the limits of **WAGHOLI GRAMPANCHAYAT Haveli No. 7, Tal. Haveli, Dist. Pune** with standard fittings, fixtures lying thereon & the said premises. Here inafter referred to as the "**said PREMISES**".

AND WHEREAS the **Licensor** and the **Licensees** are acquainted with each other. AND WHEREAS the **licensee** being in need of accommodation for a temporary period approached the licensor and requested him to permit the licensee to use **01/06/2018 to 30/04/2019.**

AND WEREAS, the licensor has agreed to do so, on certain terms and conditions agreed by and between the parties hereto.

NOW THIS AGREEMENT WITNESSETH AND IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER

1. That upon the express declaration that only permission to use is given and no other rights whatsoever have been given or conferred, and /or indent to be given or conferred, the licensor has agreed to allow to use the said **Premises** for **residential purpose**, for a period of **22 months**, on leave and license basis, commencing **from 01/06/2018.**
2. That the said **Premises** with standard fixtures and fittings and the same has been inspected

by the licensee and admitted to be in good order and working condition. Permission is hereby given by the licensor of the licensees shall make reasonable use of the, fixtures and fittings.

3. That the monthly compensation, inclusive of society charges, for use and occupation of the said **Flat** including the use of fixture and fittings has been fixed at **Rs. 12000/- (Rupee Twelve Thousand only)** including Maintenance as Licensee Fee in advance of month before 1 to 06th of Calender Month paid by Licensee. **(Electrical Charges as per Unit shall paid by Licensee)** 10% increase in License Fee for next 11 months.

And the Licensees have paid **Rs. 24,000/- (Rupees Twenty Four Thousand only)** as security deposit by way of on line to the Licensor, by Cash/Cheque / On Line Transfer by way of interest free deposit. The receipt whereof the licensor herby admits and acknowledges, and it is hereby agreed by and between the parties hereto, that the licensor, subject to any deduction of any amount on account of compensation, damage to the said **Premises** normal wear and tear accepted, and non performance of the terms herein contained, or on any account of the virtue of presence, shall refund without interest, the said deposit of **said amount** or such lesser amounts as the Cheque may be, to the license simultaneously upon the licensee giving repossession of the said **Premises** Upon the expiry of the period of the agreement, or its sooner determination as here in contained.

4. That all present and future levies, fees, and taxes in respect of the said **Premises** including those of on account of the use thereof, under this agreement are to be borne by the licensor alone.

5. That the licensor has installed a separate meters for electricity purpose, and the charges for electricity, purpose, and the charges for electricity, inclusive of meter hire, are borne by the licensee, according to the bills provided by the supplier of power, in respect of the said **Premises** during the period of this license.

6. That the licensee shall not be entitled to make any additions or alterations whatsoever to the licensed premises (internal or external) or in the fixtures or fittings as pertaining there to in the said **Flat** without written permission of the licensor.

7. Electricity Charges, phone and cable, T.V., Pipe Gas Bill if any are to be paid by the Licensee.

8. That the licensee shall be deemed to be only a license for the said period by virtue of these present and shall not make or have any claim to tenancy, sub tenancy, or any other right, title or interest of whatsoever nature in the said **Premises** or portion thereof, It is agreed between the parties hereto that the licensee shall not grant a sub licensee to any other person and shall not keep any other person in place of or instead of the licensee.

9. That the licensor declares with the licensee that he has obtained all necessary permissions lawfully required for allowing the licensee to use the said **Premises** and that the licensee shall peacefully and quietly enjoy the permises thereof, during the terms hereby granted, without any interference/ interruption what- so-ever, by the licensor.

10. That the licensee shall not store any hazardous chemical, materials, inflammable articles etc. in the said **Premises** which will damage the neither property, nor carryout any trade etc.

11. That the licensee shall not do or suffer to be done, anything which might invalidate the insurance of the said building in which the licensed premises are situated.

12. That the licensee shall not use or permit to be used the licensed premises for any illegal or improper purposes, or as a public house, and shall not cause, permit or suffer upon the licensed

premises or any part thereof, anything which may be or prejudicially affect the interest of the licensor or any neighboring occupiers.

13. That the licensee shall not obstruct or permit any person to obstruct the licensor, or at any time interfere with the licensor's possession of the said licensed premises, it being agreed that the licensor shall be at all times in complete possession, control and dominion of the licensed premises and every part thereof and that the licensee shall not be, or claimed to be in possession of any kind whatsoever of the licensed premises or any part thereof. That the licensor shall have the right to enter into to open the licensed premises or any part thereof, at any reasonable time, from time to time, for the purpose of inspection, by prior appointment with the licensee.

14. That the licensor shall not, in any event, be responsible or liable for any loss or injury or damage to any goods or property of the licensor, what ever is the cause of such loss or damage, such as leakage, or bursting of water/gas pipes or other electrical and Colour damages.

15. That the licensee shall use this licensed premises and shall see that the same are used in a careful and reasonable manner, and shall make good to the licensor all such damages and losses as the licensor may sustain, whether the same be caused by the licensee or by its agents. **If any damage to Electrical parts or Colour then Licensee will be responsible for the same. i.e. the charges for the same may be recovered from the Licensee.**

16. That, on the expiry of the said period or as the extended period, or of the determination thereof by the licensor, the licensee shall forthwith hand-over vacant possession of the licensed premises to the licensor.

17. That, if the licensee fails to pay the said compensation amount for any month the licensor by the date provided herein above or otherwise to observe and perform the terms and conditions of the agreement or to discontinue his service with the licensee, then the licensor shall have full right to enter the premises and to terminate this agreement by giving thirty days notice, and on the expiry of the notice period, the licensee shall remove his belongings and other paraphernalia lying therein, and shall stop use of the said Premises.

18. That it is further agreed, upon the expiry of this license, if the licensor is unable to, or fails to return the interest-free security deposit amount in full, subject to deductions on account of damages if any, then the licensor shall become liable to pay to the licensee. That the licensee shall also be entitled to retain the said premises, without any compensation, until the said security deposit is refunded in full.

19. That this agreement may be terminate by either of the parties by giving **One month prior notice in writing** to the other party even before the expiry of the licence period. That if no such notice is given either by the licensee or licensor then the defaulting party shall pay to the other party one months licensee fee as compensation in lieu of the notice.

20. That the licensee shall maintain and look after the fixtures and fittings at his own cost, and shall keep them in a good state of use, or shall carry out any necessary inside repairs.

21. Licensee should use parking space only for vehicle parking and water should be used very carefully. And any Tenant Drink a Liquor and found in society then same day the said tenant have to leave this premises and also Licensee will not permitted to use this address for purchasing sim card, passport and Bank Loan Purpose.

22. Without prejudice to the foregoing provision and without prejudice to all or any other rights and remedies that may be available to the Licensor under this agreement, the Licensees agreed that the Licensor shall be entitled to recover possession of the said premises and avail the rights conferred by section 24 of the Maharashtra Rent Control Act, 1999, under the provisions of section 55 of the Maharashtra Rent Control Act, 1999. All the costs, expenses shall be borne by the Licensees only.



भारत सरकार
GOVERNMENT OF INDIA



Jyoti Prakash Das
DOB: 02/07/1985
Male / MALE

4335 6927 4711



आधार - आम आदमी का अधिकार

भारत सरकार
GOVERNMENT OF INDIA



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA



प्रतिभा
Pratibha
जन्म तिथि/ DOB: 15/08/1949
महिला / FEMALE



पता:
W/O नरेश मिश्रा,
७४/१३८, धन कुट्टी, कानपुर
नगर,
उत्तर प्रदेश - 208001

Address:
W/O Naresh Mishra, 74/138, dhan
kutti, Kanpur Nagar,
Uttar Pradesh - 208001

6565 1707 6123

6565 1707 6126

आधार-आम आदमी का अधिकार

Aadhaar-Aam Admi ka Adhikar



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address:
S/O: Jagannath Das, NAYANA
KUMAR GIRLS HIGH SCHOOL,
TULONG SAH, Balaswar Sedar,
Balaswar,
Odisha - 756003

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