

भारतीय गैर न्यायिक
भारत INDIA

रु. 500



FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

2016

AA 445301

30 MAR 2016



25 MAR 2016

अनु क्र. 86843 दि. 30 MAR 2016 मु. शु. रकम 442
दस्तावा प्रमाण 442
दस्त नोंद ही करणार आहेत का? होय/नाही 36A
मिळकतीचे वर्णन 36A
मुद्रांक शिक्त घेणाऱ्याचे नांव 36A
पत्ता 36A
दस्तावा व अधिकाराचे नांव 36A
हस्ताक्षर नांव व पत्ता 36A
SANGIETAA LOKANDE
परवाना क्र. 2209928
शेफ विक्रम शास्त्री जी मोगोज हॉटेल कॉम्पाऊंड, बडगाईन रोड, पुणे-4
कारणासाठी ज्यांनी घुसमारी करून घेतली आहे त्यांना
ही केल्यामुळे त्यांना कोणताही नुकसान होऊ नये यावरून
LEAVE AND LICENSE AGREEMENT

This agreement of leave and license made at Pune this 25th March, 2016

BETWEEN

MR. SHAMEER S CHARANIYA, Residing at 11, BOAT CLUB ROAD, NARANGI BAUG, FLAT NO 104, PUNE-411001. Owner of flat No.303, GOODWILL ENCLAVE - IV, BLDG NO. - 37, KALYANI NAGAR, NEAR GOLD BIG CINEMAS, PUNE-411014. hereinafter referred to as the LICENSOR (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her heir executors administrators and assigns) of the ONE PART.

1) **Ms Priya Lohakare,**

Looking for a healthy environment, Pune-411015

email: priyalohakare27@gmail.com, 9579216017

2) **Ms Ritu Singh,**

106 A, Kalyani Nagar, Chinchwad, Pune-411006, Kalyani Nagar (East)

rits02041987@gmail.com.

3) **Ms Vibisha Menon,**

1/1A, Kalyani Nagar, Santosh Nagar, Kalyani Nagar (East)

vibisha.m@gmail.com, 9833749157 9930140260

Hereinafter referred to as the LICENSEE, of the OTHER PARTIES
WHEREAS the Licensor is registered member of the GOODWILL ENCLAVE -IV, KALYANI NAGAR, NEAR GOLD ADLABS, PUNE-411006. (A society duly registered under the provision of the Maharashtra Co-op. Societies act 1960) hereinafter referred to as the "the said society" and the Licensor is owner seized and possessed of or otherwise well and sufficiently entitled to flat No.303, GOODWILL ENCLAVE -IV, KALYANI NAGAR, NEAR GOLD ADLABS, PUNE-411006. Hereinafter for the sake of brevity referred to as the "said licensed premises".

The Licensees being in need of a residential accommodation for herself and family members, has requested the Licensor to provide accommodation by permitting them to occupy and use the said premises on Leave and License basis, without granting or transferring any estate, interest or tenancy or easement or creating any other right and merely by way of permissive user of the same which the Licensor has agreed to do on the terms and conditions hereinafter stated.

AND WHEREAS, the parties, hereto are desirous of recording terms and conditions mutually agreed upon by and between them in connection with the use and enjoyment of the said premises.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.

1) The Licensor has the absolute right to use and occupy and possess the said premises (together with furniture / fixture and fittings therein) and is entitled to grant it on leave and license basis.

2) The Licensor hereby grants to the Licensee a license to occupy and use the said premises on the terms and condition herein contained.

The period of license shall be for a term of **11 months** commencing from **1st April, 2016 to 28th February, 2017. With Lock-in-period for first three months ie from 01/05/2016 to 30/07/2016.** However if the Licensees intends to terminate the contract within the Lock in Period, in that event the Licensor shall have the liberty to deduct an amount equivalent to one month rent i.e. Rs Eighteen Thousand from the security deposit to which the licensees have agreed.

The Licensee shall pay to the Licensor, license fee and / or compensation of **Rs.18,000/- (Rs. Eighteen Thousand Only)** every month, which amounts shall be payable on or before the **5th of every month** by Cash. Each licensee will be responsible individually and collectively to pay the license fees on or before the due date every month.

3) In addition to the monthly license fee and / or compensation payable by the Licensee to the Licensor, the Licensee shall deposit and keep deposited with the Licensor sum of **Rs.45,000/- (Rs. Forty Thousand only) Paid by Cash** As interest free security deposit for the due performance of the terms and conditions of this presents. The said deposit shall not carry any interest and shall be refunded by the Licensor to the Licensee on expiry, or upon earlier determination, or termination, by giving one month's notice (after completion of Lock-in-period) or cancellation of this presents after deducting there from any amount payable by the Licensee to the Licensor under this agreement, and all other losses and damages or destruction or demolition of the said premises or non payment of any bills / taxes agreed to be paid by the Licensee under this presents. The said sum of security deposits after deductions shall be repaid by the Licensor to the Licensee at the time of handing over to the Licensor vacant possession of the said premises.

6) The Licensee shall pay the monthly electricity bills and the Licensor be entitled to receive the copy of the bills duly paid and acknowledge immediately on the payment of the bills by the Licensee on or before the due date, and indemnify and keep indemnified the Licensor against the said liability. However, the municipal rates, taxes, and cesses, monthly outgoing in respect of the said premises shall be payable by the Licensor.

7) Stamp duty, legal fees and Agreement charges (RS 500 each) are to be paid by the Licensee

8) The Licensor has provided to the Licensee Two duplicate key in respect of the said premises the original key of the said lock shall be retained by the Licensor. The Licensee shall not change the said lock or put any additional lock without the written consent of the Licensor. The Licensor shall not be liable for any loss, theft, or robbery that may be caused in the said premises and / or of the article of the said Licensor for any reason whatsoever.

10) The Licensee also hereby undertakes, not to use the address of the above mentioned premises, for the purpose of, Income Tax, Sales Tax, Excise Department, or for any other purpose related to the State / Central Government /BMC /Credit Card/Ration Card/Passport/ post paid and / or any other such authority.

11) THE Licensee also hereby covenants with the Licensor.

a) To use the said premises for the purpose of residential use only and no other purpose whatsoever, and the use of the said premises shall be in prudent manner

b) Not to sublet or give on leave and license basis or any other basis the said premises or any part or portion thereof nor shall the Licensee part with the possession or permit any one else save and except her family members to use and occupy the said premises or any portion thereof or create any third party rights in respect of the said premises.

The LICENSEE shall use the Licensed Premises with due care and diligence and shall keep the same in good order and condition and maintain the interior at his own cost and expenses, and upon the termination of this license, shall leave the Licensed Premises in as good and original condition as the Licensed Premises was, on the date of agreement.

c) Not to damage in any manner any of the walls, floorings or ceiling. Fixtures of the said premises and keep the same in good order and condition.

d) Not to claim any rights (other than as Licensee) such as tenants, sub-tenants, lessees or sub-lessees or any other right in any manner whatsoever.

e) Not to paint, affix or exhibit any name signboard, symbolograph or writing or any other thing upon or over the said premises.

f) The Licensee shall not carry out any addition, structural alteration and / or interior work in or about the said premises or any portion thereof. However, the licensee shall be entitled to bring in loose furniture in the said licensed premises for better enjoyment thereof and to install any temporary fittings and fixtures like shelves, screens, racks, sun-blinds, household fittings

and water, gas, electric, telephone, sanitary, and other installations and lights and to remove the same at the termination of this agreement.

g) Not to hold the Licensor responsible for, or liable for any loss or damage suffered by the said Licensee, her family members, servants and visitors on account of any theft, fire or other destruction caused to or in the said premises or to any property brought by the Licensee in the said premises.

h) To make good to the Licensor any loss or damage that may be caused to the said premises or any other fitting and fixture, article or property of the Licensor therein as a result of negligence on part of the Licensee, her family members, servants, visitors, and / or other person calling on her at the said premises and such loss shall be reasonably ascertained by the Licensor and shall be binding on the Licensee.

i) Not to do or permit to be done upon the said premises anything, which may be or become a nuisance to the other occupants of the said building.

j) Not to bring in or store in the said premises any combustible material or otherwise dangerous things that may imperil the safety of the building except for cooking gas cylinder.

k) The Licensee shall indemnify the Licensor her heirs, executors, administrators and assigns and save them and keep them harmless, from all claims, demands, damages, costs, charges, expenses, notice, proceedings, liabilities, etc. due to breach of any provision herein contained to which they may be held liable or by reason of any activity, negligence, commission, non performance, non observance, of any terms, conditions, covenants of this license or due to their business activity or otherwise however by the Licensee or any one acting under it.

l) On determination or earlier termination by giving one month's notice or on expiry of these presents to remove themselves along with family members, servants, etc. from the said premises along with all her belongings and to restore the said premises to its original condition (reasonable wear and tear excepted) provided however that in case if the Licensee have carried out any addition or alteration to the fixture and fittings at the time of determination or earlier termination or on expiry of these presents, the Licensee shall not remove such fixtures and fittings on which addition and / or alteration are carried out and the Licensor shall be entitled to such addition and alteration.

12) The Licensee shall not any time claim any rights of tenancy or any other right, title and interest into or in respect of the said premises and this agreement shall be mere license and shall not be construed to create any such right whatsoever in favour of the Licensee. The Licensor shall be in exclusive juridical possession and in full charge and control of the licensed premises at all times. The licensee has expressly assured and represented to the Licensor and hereby confirms that the licensee has no intention of claiming and will not at any time claim tenancy right in the licensed premises.

13) If any time during the said term, the premises are damaged or destroyed by irresistible force, act beyond the control of the Licensee or act of god as to make the same unfit for the use and occupation as residential premises, then in that event the Licensor hereby shall forthwith refund the interest free security deposit Paid by the Licensee to the Licensor without interest after deducting there from such amount that may be found payable by the Licensee to the Licensor, PROVIDED HOWEVER that if the said premises are destroyed or damaged on account of any negligent act or omission on the part of the Licensee, then in that event, this agreement shall not come to an end and the Licensee shall be bound and liable to pay the license fee and / or compensation to the Licensor and the Licensee at their own cost and expenses restore the said premises which are so destroyed, in the same order and condition as they were prior to such destruction or damage.

14) The licensee shall automatically be revoked on expiry of the said period and / or earlier determination and the Licensee shall immediately vacate and hand over peaceful and vacant possession of the said premises to the Licensor. However the Licensor shall be entitled to terminate and cancel this agreement on the event of happening of any following event.

b) If the Licensee fails and neglects to pay the compensation and / or any other amount payable by her to the Licensor under this agreement for a period of one month from the due date for the payment.

15) The license granted hereunder to the Licensee is revocable and non-transferable and which is to be terminated on expiry of the said period as stated hereinabove or earlier, subject to the terms and conditions herein stated.

16) It is hereby agreed that this agreement shall alone govern the rights and obligations of the parties hereto.

17) On expiry or sooner determination or termination of this presents, the Licensee shall remove their family members, servants, etc. along with all belongings, articles and things from the said premises and shall hand over the vacant possession of the premises to the Licensor.

18) On renewal of this agreement and the licence period, an increment of 10% will be applicable.

18) It is expressly understood by the Licensor that, in the event of the Licensee not vacating the said premises and removing themselves with family members, servants, etc. and handing over peaceful and vacant possession to the Licensor on the expiry or sooner determination or termination of this agreement.

a) The security deposit paid will be forfeited and the Licensee shall be liable to pay to the Licensor compensation at the rate of Rs. 1,000/- (Rs. ONE Thousand only) Per day along with the monthly Licensee fee / compensation till she removes herself, with all family members, servants etc. from the said premises, which shall be without the prejudice to the Licensor's rights and remedies in law (under section 24 of the Maharashtra rent control act 1999) and in under this presents to procure vacant possession thereof. However if the deposit amount is not returned at the time of expiry, termination or earlier determination then the Licensee shall charge an interest of 18% per annum on the deposit amount till the time the deposit amount is returned after deducting all due payments.

b) The Licensor shall be entitled to prevent access to the said Licensee into the said premises except to remove their belongings from the said premises on being called upon to do so by the Licensor upon the expiry of, or earlier determination of termination. of the license granted hereby, in the event of the Licensee refuses or neglects to remove themselves with family member belongings as aforesaid, the Licensor shall be entitled to open the lock and remove the articles, things, and belongings of the said Licensee after making a list thereof without any manner being liable thereof. Without resource to any court of law.

19) The Licensor or any one on their behalf shall be entitle to enter upon the premises during the reasonable hour of any day with 24 hours prior appointment to view, survey, and examine the state and condition of the said flat.

21) It is expressly understood between the parties hereto that this agreement shall be mere leave and license, the use and occupation by the Licensee being restricted for the purpose of using the said premises on the terms and conditions herein.

22) Any notice intended to be given to the Licensee/Licensor shall be deemed to be duly given if the same shall be personally delivered to the Licensee or left for her or sent it by post by registered letter addressed to the Licensee/Licensor at address given below or by email to the Licensee as follows;

LICENSOR: SHAMEER SHAMSHUDDIN CHARANIYA, 11, BOAT CLUB ROAD, NARANGI BAUG CHS, FLAT NO 104, FATIMA MANZIL, PUNE-411001. or email to id as below.

Email: estatessunshine@yahoo.co.in

25) On termination, earlier determination, or expiry, of this present, interest free deposit will be returned to the Licensee by the Licensor, however the Licensor will retain Rs.5,000/- (Rs. Five Thousand only) which will be returned to the Licensee after deductions of all payments to be made by the Licensee immediately after all such bills are received.

26) The Licensee shall allow for inspection of the apartment at the request of the Licensor to prospective parties once the notice has started at a mutually convenient time.

27) Thirty days prior to the expiry and on expiry of the license period, it shall be the Licensor's responsibility to call the licensee for a joint inspection of the said premises and inform the licensee about any repair that has to be carried out in order to enable the licensee to carry out the same before the expiry of the license period so that the licensee is ready to handover the said premises back to the Licensor and the Licensor is ready to refund the said security deposit on handing over vacant possession of the said premises to the Licensor.

28) If at any time the Licensee is not available and leaves the licensed premises without informing the Licensor and is not traceable for a period of Thirty days then in this case the Licensor shall have the right immediately after the period of Thirty days to open the door and enter the said premises, and shall not be held responsible for any loss or damage of any article or belonging of the Licensee, and without resource of any court of law.

29) This agreement shall be subject to jurisdiction of the competent Courts in Pune only.

30) The Licensee have prior to the execution of these presents, inspected and verified the said premises and are satisfied about all matters relating to the said premises, its physical condition, area, condition amenities, Licensor's rights thereto etc.

31) This agreement constitutes the entire agreement between the parties in relation to its subjects matters and supersedes all prior agreements and understanding whether oral or written with respect to such subject matter.

32) Notwithstanding any thing hereinabove contained it is expressly agreed and understood that in the event before the expiry of the period of the leave and license hereby granted any amendment and / or modifications on are made to the Maharashtra Rent Control act 1999, or any other enactment or legislation is passed by the appropriate legislature granting any protection to the Licensee or disentitling the Licensor from removing the Licensee from the licensed premises, then in that event the leave and license hereby granted shall be deemed to have expired on the day previous to the coming into effect of such amendment or modification of enactment or legislation and in that event the Licensee shall remove herself with all family members, employees, servants, and other persons, belongings from the licensed premises and every part thereof, provided however, that this is without prejudice to the right and remedies which the Licensor may have against the Licensee hereunder the intention being that no right or interest of any nature whatsoever is agreed to be created by the Licensor in favour of Licensee have and except the bare license and permissive use hereby granted. And continued use of the licensed premises shall be mere permission by the Licensor without any right whatsoever to the Licensee, the intention being that the further use of the premises shall be under the fresh agreement to be then entered into between the parties.

33) Only the herein mentioned Licensee Registered & Verified by the Police NOC are Permitted to Occupy the leased premise as per the terms & conditioner mentioned herein and no one else or third person shall be allowed to occupy the flat if any other person found staying in the Premises other then the licensees, then the licencees will be charged Rs 5000/- extra per month.

34) To allow access to the house at a reasonable time to the licensor to show the house to other prospective clients during the notice period or the last month of the license period

Furniture and Fixture

1. 2 Fan
2. Tubelight
3. Geyser
4. Silver Curtain Rods
5. Wooden double door wardrobe
6. Antique Wooden double door wardrobe
7. Wooden double bed with mattress
8. Two burner stove with regulator and two filled cylinders (one commercial cylinder)
9. Table with glass top and 2 chairs – bamboo sticks
10. Two Wooden chair with cushion-sagwaan
11. Refrigerator

IN WITNESS WHEREOF the parties hereto have hereunto and to a duplicate thereof set their respective hands the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED BY]
The withinnamed LICENSOR]
MR SHAMEER SHAMSHUDDIN CHARANIYA



SIGNED SEALED AND DELIVERED BY]
The withinnamed LICENSEES,]

Signature of Ms. Priya Lohakare



1) **Ms Priya Lohakare,**

Signature of Ms. Ritu Singh

2) **Ms Ritu Singh,,**



3) **Ms Vibisha Menon,**

Signature of Ms. Vibisha Menon

In the presence of]

Witness:



TO
MR.SHAMEER SHAMSHUDDIN CHARANIYA

SIR,

Ref. Handing over possession of Flat No. 303, BLDG NO -37, GOODWILL ENCLAVE -IV,
KALYANI NAGAR, PUNE -06.

You had been kind enough to allow me to use the above mentioned said premises on leave and license basis vide our agreement dated:01/04/2016

Since I have made alternative arrangements of my residential accommodation, I confirm having handed over the possession of the said premises to you.

I now request you to refund the security deposit of Rs. Rs.45,000/- (Rs. Forty Five Thousand only). as mentioned in our Leave and License agreement dated 01/04/2016

Hereafter I have no right, title and interest in the above said premises whatsoever.

Thanking you once again.

Yours faithfully

1) **Ms Priya Lohakare,**



2) **Ms Ritu Singh,,**



3) **Ms Vibisha Menon,**

