



महाराष्ट्र MAHARASHTRA

अनुक्रमांक २३४८

दिनांक ०६.०८.२०११ रुपये ५००/-

P 604873

मुद्रांक कोणत्या कारणासाठी घापरावयाचा आहे [Leave & license Agreement]

मुंदई मुद्रांक अधिनियम १९५८ द्ये अनुच्छेद क्रमांक ३६७ (Resi)

मुद्रांक घापराणारवे रुपये रुपये प्रशांत महाशेकर महाशेकर

संपुर्ण पत्ता पवार हाईट्स. हृषपसर पुणे -१३

हस्ते व्यक्तीचे संपुर्ण नाव : प्रशांत महाशेकर मोनाथ

पत्ता क्र.नं ३९४. हृषपसर पुणे -१३



१६ JUL 2013

उप लोकसभार अधिकारी  
महाराष्ट्र राज्य सरकार

मुद्रांक घारकाची सही/  
हस्ते व्यक्तीची सही

सौ. जयश्री अशोक तावरे  
मुद्रांक विक्रेती परवाना क्र. २२०९०४०  
परवाना मुदत : ३१/३/२०२०  
अमर वलासिक, थी-३, हडपसरांग, पुणे-२८.  
मो. नं. ९४४२९८८७६०

### "AGREEMENT OF LEAVE AND LICENCE"

This Leave and Licence Agreement is made and executed at Pune as on 5th April 2019

**MR:- PRASHANT ASHOK MHASKE.**

Age - 39 yrs. Occ. service . Cell No - .

124, Gangotri, Shikshak society, pimple nilakh, pune-411027.

#### BETWEEN

(Which expression shall unless repugnant to the context or meaning thereof be demand to an and includes her success or their executors and administrators...) party of the first part....

**AND**

**RESIDENCE ADDRESS :-(1) MR:-NILESH NARAYAN SONWANE.**

PL.no-95, lane-08, Gajanan nagar,Garkhe-Aurangabad.

Age – 23 yrs. Occ. service . Cell No.9028803733.

**OFFICE ADDRESS :-IGATE GLOBEL SOLUTIONS,TOWER-3, MAGARPATTACITY,  
HADAPSAR, PUNE-411028.**

Hereinafter called as ‘LICENSEE’ is of a SECOND PARD,

Whereas ‘Licensor’ is the absolute owner “ **FLAT NO-B-17, 4<sup>TH</sup> FLOOR, PAWAR HEIGHT  
PHASE-1, PUNE SOLAPUR ROAD, SHANKAR MATH,HADAPASAR, PUNE-411013.**

Hereinafter reffered to as THE SAID PREMISES.

( More description about the flat is mentioned on Schedule  
‘A’; of this agreement.

The Licensee has approached the Licenser with request to permit him/her to use and occupy the said premises with its fixtures & fittings, on **LEAVE AND LICENSE** basis as residential accommodation for the use of Licensee, for a period of **11 months**. The said premises admeasuring Approx 550 sqft consists of 1Hall, 1 Bedroom, 1 kitchen & Wc Bath Room. and more particularly described in the **Schedule ‘A’**.

**NOW THEREFORE THESE PRESENTS WITNESSETH THIS  
AGREEMENT AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO  
AS FOLLOWS:**

1. The Licensor agrees to demise upto the Licensee and the Licensee hereby Accepts the said premises, with its fixtures and fittings as per Schedule ‘A’ attached to hold up to a period of “**ELEVEN**” months with effect from 01-04-2019 to 01-03-2020
2. During the tenure of this License, the Licensee and the Licensee shall pay to the Licensor an amount of Rs.8300/- (Eight Thousand and three hundred only) per month, and by way of Compensation. Including maintains. One month Advanced.

3. An interest free Security Deposit of Rs:-20000/- [Rs. TWENTY THOUSAND RUPEES ONLY...] being paid by CASH, licensee to the Lessor, at the time of signing this Agreement. The Lessor will return this amount to the Licensee on taking over exclusive and peaceful re-possession of the said premises from the Licensee. In case of any loss or damage to the premises, fixtures/fittings, appropriate charge for the loss or damage and all pending bills which are due to be paid by the Licensee as on date would be deducted out of the security Deposit held by the Lessor and only the balance amount shall be returnable.
4. It is agreed by the parties that the fixtures/fittings and articles, more particularly described in the Schedule 'A' hereunder written, which belong to the Lessor shall continue to remain in the said premises and the Lessor has permitted the Licensee to use the same.
5. It is agreed between the parties that at all times the judicial possession of the said premises shall be of the Lessor and the Licensee has merely granted the License to make use of the said premises for a limited period only. The Licensee shall handover vacant, exclusive peaceful possession of the said premises to the Lessor, after expiry of this License.
6. It is hereby agreed between the parties hereto that if the Licensee commits Any default in payment of the monthly compensation as agreed aforesaid, or non payment of electric bills and or commits breach of any of the terms, covenants contained in this agreement the Lessor shall be entitled to revoke this License forthwith and serve a notice of one month for vacation of the said premises to the Licensee as provided in Para 9(d) herein.
7. The Licensee covenant with the Lessor that the obligations hereby granted shall continue throughout the terms of this License period for the proper performance of the terms and conditions of this **LEAVE AND LICENSE** Agreement as follows:
- [a] To pay M.S.E.D.C.L. electricity bills as per actuals during the period of this Licensee.
  - [b] To keep the interior of the said premises in good order and maintain it in proper condition, as they were on the day of occupation during the License period as mentioned herein above.
  - [c] Not to make any alterations of the said premises or remove any door, window or other fixtures and fittings from it.
  - [d] Not to assign transfer, sub-let or part with possession of the said premises or any part thereof at any time during the continuance of this license period.
  - [e] To permit the Lessor or his/her agent, to enter, inspects the said premises and fixtures, fittings after giving prior notice/intimation.
  - [f] The Licensee shall use the said premises for his/her residential purposes only and for no other purposes whatsoever.
  - [g] To deliver to the Lessor, on expiry of this License vacant exclusive and peaceful re-possession of this said premises. Any loss or damage to the said premises fixtures, fittings for which the licensee can rightly be held responsible will be made good by the Licensee before handing over the possession of the said premises to the Lessor.
  - [h] On expiry of this License period or earlier, if this License is terminated and if the Licensee fails to deliver vacant & exclusive possession of the said premises, along with its fixtures and fittings mentioned herein, to the Lessor, the Lessor shall be entitled to be at liberty to enter into the said premises without hindrance obstruction and without prejudice to the lessors rights to recover the damages from the Licensee.
8. The Lessor agrees to bear, pay and discharges other liabilities taxes, rates cases, assessment, duties, impositions and outgoings what soever charged or imposed upon the said premises.

9. **PROVIDED ALWAYS**, it is here by agreed and declared by and between the said parties as follows:

[a] The said premises shall be used for as residential purposes of the Licensee and his/her bonafide family members only.

[b] The Licensee paying the compensation hereby agreed and performing the several convenants and stipulation on his/her part contained herein shall peacefully enjoy and hold the said premises during the limited of this Leave and License.

[c] On expiry of License period of **Eleven months**, this Leave and License may be renewed for further period, if mutually agreed by the said parties, with an increase in the said compensation and security deposit.

[d] This Agreement may be terminated by written notice of **one** month by either party, even before the expiry of the above License period.

[e] In the event of any omission of written notice on the part of the party, Licensee/Licensor, the Second party shall be compensated in cash , by the party for the uncovered period of the notice of the Rate of the Rs.8300/- per month.

[f] The Licensee shall pay the compensation for the use & occupation of the said premises, its fixtures, its fittings, at the rate of the Rs.8300/- per month on or before 10<sup>TH</sup> of each month to the Licensor.

[g] The Licensee shall follow and adhere to all the rules and regulations of the society where are prevalent and common to all the resident of the society complex.

[h] The said parties are making this Leave and License Agreement as provided in section 4[1A] and 13[A2] of Bombay Rent Control Act 1987 [Amended]. The Licensee shall never claim to be a tenant the Agreement always be treated as an Agreement of **LEAVE AND LICENSE**.

[I] If the Licensee fails to vacate the said premises within the stipulated period of the License the Licensee shall be evicted by the Licensor without recourse to court of law and he/she shall be treated as **TRESPASSER**.

In such a case if the Licensee fails to remove his/her articles and things belonging to him/her, and if they are found lying in the said premises, the liability in the manner of any damage or loss that may caused to remove the same from the said premises, will be that of the Licensee.

**IN WITNESS WHEREOF**, the parties here to and subscribes their respective hands on the day and year mentioned herein above.

**SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED LICENSOR**

  
**MR:- PRASHANT ASHOK MHASKE.**

**LICENSOR**



SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED LICENSEE

NNS

(1) MR:-NILESH NARAYAN SONWANE.



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LICENSEE

In the presence of :-

[1] Name :- Santosh Sonawane

Address:- shop no. 15, Manisha biltz, hadapsar, Pune - 13.

Signature: 

[2] Name :- Nagesh Gadale.

Address:- Manisha biltz, Hadapsar, Pune - 13.

Signature:- N. S. Gadale

SCHEDULE "A" :- " FLAT NO-B-17, 4<sup>TH</sup> FLOOR, PAWAR HEIGHT PHASE-1, PUNE SOLAPUR ROAD, SHANKAR MATH, HADAPASAR, PUNE-411013. APPROX Sqft 550 sqft consist, of 1 Hall, 1 Bedroom , 1 kitchen, W.C. And Bath room. There are all general facilities such as : drinking water, Electrical Supply.