

महाराष्ट्र MAHARASHTRA

O 2022 O

BU 234593

स्थान प्रकार अनुभाव कारणासाठी ज्यांनी प्रकार के आहे.

!! LEAVE AND LICENSE AGREEMENT!!

THIS DEED OF LEAVE AND LICENSE IS MADE AND EXECUTED AT PUNE ON THIS 3rd DAY OF Jan, 2023.

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BETWEEN

MRS. ANUSAYA GOVIND MHASKE

Age: 80 years, Occ: Service,

Presently R/at: Flat No. B-17,

Anand Shri Society, Ganeshnagar,

Wadgaonsheri, Pune - 411014

PAN- CYDPM1105M

UID- 8309 2056 4245

Hereinafter referred as the "Said Licensor"

(Which expression shall mean and include his/her/their heirs, executors, representatives, assigns, etc.)

--- Party of the First Part.

AND

MR. SHUBHAM DILIP MHASKE

Age: 28 years, Occ: Service,

Presently R/at: Flat No. B-17,

Anand Shri Society, Ganeshnagar,

Wadgaonsheri, Pune - 411014

PAN- EAIPM2890E

UID- 5221 2758 8019

Hereinafter referred as the "Said Licensee"

(Which expression shall mean and include his/her/their heirs, executors, representatives, assigns, etc.)

---- Party of the Second Part.

AND WHEREAS the Licensor is the Owner/Possessor of the property bearing Flat No. B-17, (1BHK) area the property bearing Flat No. B-17, (1BHK) area admeasuring 510 sq.ft. in AnandShree Co-op Hsg. admeasuring 510 sq.ft. Wadgaonsheri, Pune Society Ltd., Ganeshnagar, Wadgaonsheri, Pune (hereinafter referred to as the "Said Premises").

AND WHEREAS the Licensee has approached the Licensor with a request to allow the Licensee to temporarily occupy and use the said premises for residential purpose on Leave and License basis.

and License to the Licensee to occupy and use the said premises mentioned below on the following terms and conditions:-

NOW THEREFORE THIS DEED WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES IS AS UNDER:

1) GRANT OF LICENSE:

The Licensor hereby permits and grants license and the Licensee hereby accept to use the said Premises for residential purpose for a term of 11 months i.e. from 01/05/2022 to 31/03/2023 on Leave and License basis.

2) LICENSE CHARGES:

The Licensee shall pay license charges of an amount of Rs. 19,000/- (Rupees Nineteen Thousands Only) per month to the Licensor as License fees for the use of the said Premises for a period of 11

months during the above period. The Licensee shall pay the license on or before 5th day of every month.

3) SECURITY DEPOSIT:

The Licensee has paid an amount of Rs. 30,000/(Rupees Thirty Thousand Only) to the Licensor, interest free security deposit towards the grant of the license and it is refundable.

4) MAINTENANCE:

The Licensee shall keep the said Premises in good tenantable condition and shall not use the same for any other purpose other than their business.

5) RIGHT OF THE LICENSOR:

The Licensor shall be entitled to enter into the said Premises at any time and the Licensee shall not object or obstruct the Licensor or his agent, servants from entering into the said Premises. It is agreed that the possession for all the purposes shall always rest with the Licensor and the Licensee is only entitled to enter upon the said Premises and to the use of the said Premises.

6) ELECTRICITY CHARGES:

The Licensee shall be liable to pay the electricity charges as may occur from time to time. If the Licensee fails to pay the above said chares then the Licensor shall be entitled to deduct the said charges from the amount of security deposit kept with the Licensor.

7) TAXES:

The Licensor shall pay the property tax only.

8) IMPROVEMENTS/CHANGES:

The Licensee shall be liable to rectify and repair the said Premises in case of any damage caused to the said Premises due to the acts of the Licensee and in case the Licensee fails to do the same, Licensor shall be entitled to deduct the amount from security deposit.

If the Licensee intends to make any improvements in the said Premises or party thereof, in any manner whatsoever, or permit the same to be used by any other person.

9) LICENSEE NOT ENTITLED TO ASSIGN:

The Licensee shall not assign, transfer or sublet the said Premises or any part thereof, in any manner whatsoever at any time during continuance of this agreement.

10) NUISANCES AND ANNOYANCE:

The Licensee shall not do or cause to do or permit to do any act which would amount to nuisance or annoyance to the neighboring occupiers and shall not do or permit to do any immoral acts in the said Premises and shall not do any act, deed or thing whereby the Licensor suffers any loss or damage or which may cause disturbance to the Licensor or to the neighbouring occupiers.

11) LICENSOR ENTITLED TO ENTER PREMISES:

The Licensor with reasonable notice and during working hours shall be entitled, to enter into the said premises and the Licensee shall not object or obstruct the Licensor from entering into the said premises.

12) LICENSOR ENTITLED TO TERMINATE:

The Licensor is entitled to terminate the license of the Licensee by giving notice if he commits any breach of terms or conditions of this agreement and the agreement shall stand to be cancelled when the notice is received by the Licensee.

13) LICENSEE ENTITLED TO VACATE:

That the license period under this Agreement is for 11 months only, however, if the Licensees desired to vacate the said premises before expiration of the license period, the Licensees should give 1 month's notice in writing to the Licensor. Similarly, if the Licensor desires to terminate this Agreement before the expiration of the license period, they should give 1 months notice in writing to the Licensees.

14) TRIBUNAL:

If the Licensee fails to quit or vacate the said Premises, then the Licensor shall be entitled to take legal action against the Licensee in the appropriate court of law.

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15) REFUND OF SECURITY DEPOSIT:

The Licensor shall refund the Security Deposit subject to deductions of arrears herein, of the Licensee on expiry of the license period on or before termination of this agreement.

16) LICENSEE IS NOT A TENANT:

It is clearly understood between the parties to this deed that no relationship of landlord and tenant exists between them and that the Licensor has not granted tenancy rights in the said premises to the Licensee by this deed. The Licensee shall not make any claim of tenancy in the premises.

17) After the expiry of the said license period, the Licensee and Licensor will mutually decide to renew the said the license for further period.

IN WITNESS WHEREOF BOTH THE PARTIES HERETO HAVE SIGNED HEREUNDER ON THE AFORESAID DATE AT PUNE.

Witnesses:

1. Sign:

Name: Delip Mhaske

Address: Wadquenshori

MR. SHUBHAM DILIP MHASKE

(Licensee)

2. Sign: D.D. Mnaste

Name: Deepali Mhaske Address: Wadgaonsheol



MRS. ANUSAYA GOVIND MHASKE (Licensor)