

नितीन एनं. गांधी (परवाना नं.२२०१०५४) शॉप नं.२१, केटार एम्पायर, कवेरोड, पुणे-३८ फोन-२५४६३४८४

के मरणात्रक ज्याने प्राप्त करेंड केन जाता नाम नारमान का

Huchiokar



This Agreement of LEAVE AND LICENSE is made at Pune on this 24th day of November, 2022.



LMrs. SANDHYA SANJAY NIGHOJKAR

Age - 64 Years, Occupation - Service, R/at-Flat NoJ. Midg. L. Himall Rte8^1 Near Decisional Mangeshater Hospflatt Erandawane, Pune-411 004 Mobile No. 9822451435

2. Mrs, ALKA MADHAV KSHIRSAGAR

Age - 66 years, Occupation -Homemaker R/at:-1206/B, Shivaji Nagar, Apte Road. Pune-411016 Mobile No. 9822306360



3.Mrs. SHOBHA SANTOSH HEJMADI

Age – 68 years, Occupation - Homemaker R/at-Flat No.7,Bldg;L, Himali Society Near Decnanath Mangeshakar Hospital Erandawane, Pune- 411 004 Mobile No. 09849589134

Hereinafter called as "The Licensors"

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

PARTY OF THE FIRST PART

AND

Chaitanya Primary School Through Principal Mrs. ALKA CHAUDHARI

Age - 58 years, Occupation - Educationist Address - Plot No.2, Bharat Kunj V^sahat No.2, PWD Co-op, Housing Society, Jt Ganesh Nagar, Pune-411038 / Land Line No.020-25454604 |" Hereinafter called as "The Licensees"

(Which expression shall unless it be repugnant to the context or meaning thereof shall mean and includes their legal heirs, executors, administrators and assignees)

PARTY OF THE SECOND PART

WHEREAS the Licensors are exclusive owners of the Plot In the said area in the premises described in schedule 'A' as stated hereunder.

AND WHEREAS the Licensees is in need of a temporary accommodation for a period stated further in this Deed.





AND WHEREAS the Licensor and the Licensees are making an agreement between themselves to have a leave and license and license agreement for 60 months for the above stated Plot in the said area on the Plot in the said area in the premises described in Para 1 stated hereunder.

AND WHEREAS the parties of the First Part and the Second Part have decided to make this Leave and License Agreement in between themselves.

NOW THIS AGREEMENT OF LEAVE AND LICENSE BETWEEN THE PARTIES WITNESSETH AS FOLLOWS:

1) Payment Terms of the Agreement :-

The Licensees shall pay to the Licensor Licenses Fees of Rs. 18,000/- (Rupees Eighteen Thousand Only) per month including Society maintenance charges. The Licensees Shall pay the sum of Rs. Rs.25,000/- (Rupees Twenty Five Thousand Only) towards Security deposit to the Licensor, which is refundable without interest on termination / expiry of this agreement.

2) Nothing contained in this Deed shall under any circumstances whatsoever, be ever construed to be as tenancy agreement or lease nor otherwise shall create any other right or interest in the said premises in favour of the Licensee (Occupier) excepting that, the Licensees shall always remain as Licensee for a period of 60 Months.

License Period From: 01/01/2022 to 31/12/2027

- 3) The intention of the parties is to remain Licensor and Licensees always for the said period and this Deed is a temporary arrangement to allow the Licensee/s to use the said premises for their residence, under the control of the Licensor, who has the right to enter upon the premises, with prior appointment.
- 4) The Licensees shall pay to the Licensor/s the License Fees in advance of Rs. 18,000/-(Rupees Eighteen Thousand Only) per month, on or before 05th day of each month, by cash or cheque.
- 5) The Licensor/s shall pay Municipal and Government taxes of the said Premises The Licensees shall pay the Electricity bills of the said premises for electricity consumed and utilized by them to MSEDCL as per actual bills and hand over the paid bills/receipts and personal letters Licensor every month.
- 6) The Licensees shall keep the interior of the said premises in good condition during the period of the Leave and License Agreement and will be responsible for any major damage, subject to reasonable wear and tear and due to normal use thereof, of the premises, fixtures and fittings, etc. in the said premises. No. modifications are permitted to be carried out by the Licensees.



- 7) The Licensees shall keep the said premises in good and proper condition by effecting minor repairs to the doors and windows, water mains, electrical connections and the Licensor will be responsible for leakage, seepage or major repairs to the said premises.
- 8) In the event of the party wishing to revoke the Deed of Leave and License during the period or after expiry of the period as Stated above, either' party shall give and state its intention to do so in writing to the other party at (east one month in advance and this agreement can be revoked and security deposit of Rs. 25,000/- (Rupees Twenty Five Thousand Only) (without interest) shall be repaid by the Licensor to the Licensee at the time of possession of the premises after deducting unpaid MSEB bills damages, to the premises or other dues, subject to not before completion of 9 months from the date of agreement.
- The Licensee/s shall not be permitted to make any alteration of any kind in the said premises.
- The Licensee/s shall not sublet the said premises in part or full to anybody else.
- 11) It is hereby agreed by and between the parties that in case the Licensee commits default in payment of the monthly license fees, electricity charges, etc, for a continuous period of two months or commits breach of any of the terms and conditions contained in this Agreement, the Licensor shall give notice to the Licensee/s to terminate this Agreement and after receiving the notice addressed to the Licensee/s at the said premises, the Licensees must remove all articles and things belonging to them lying in the said premises and also remove themselves failing which the Licensor shall be permitted to remove the same and put her lock upon the said premises or otherwise induct any other person in the said premises.
- 12) The Licensee/s must use1 the said premises for the purpose of residence only and for any other use.
- 13) It is distinctly understood and agreed upon by the parties that no right of tenancy is conferred upon the Licensees by this Agreement.
- 14) The original Agreement will always remain with the Licensor and the Licensees shall retain a copy of the same duty signed in original by both the parties.
- 15) The Licensees shall not cause any nuisance or annoyance to the neighbours and shall not damage the premises.
- 16) The Licensees shall hand over vacant peaceful possession of the said premises to the Licensor on the termination on this Agreement in good condition with all fixtures working in good conditions as before, as mentioned in schedule – 'A below.
 - 17) The Liceensor or their relatives can visit any time to see the conditions of the said premises.
 - 18) Any dispute pertaining to this agreement should be subject to jurisdiction of Pune Courts Only. This agreement shall always be subject to the provisions of Maharashtra Rent Act Control ~ 1899.
- 19) It is hereby agreed upon that the Licensor and the Licensees are free to terminate this Agreement by giving 1 months prior notice to either side, but not before 9





months from the date of agreement (i.e. 01/01/2022) except the circumstances which may arise as mentioned in Para 11 above.

20) After the Completion of expiry of this Leave and Licensee Agreement, if both parties desire to extend agreement, they will have to make a new agreement with new terms of payment.

SCHEDULE-A

All the pieces and parcel of Plot No.2, admeasuring built - up area approximately 600 sq. mtrs. on the 2nd Floor in the Building no. BKV No.2, of PWD Co-op HSG Society Ganesh Nagar in the property being City Survey No. 18, Plot No 2, Bharat Kunj Vasahat No.2,PWD Co-op, Housing Society.Ganesh Nagar, Pune-411038 within the jurisdiction of Sub Registrar, Haveli No. 4 and within the Local Limits of Pune Municipal Corporation, Taluka - Haveli, Dist -JPune and bounded as under:

On towards East

: Karnataka High School

On towards South

: Abhinav Vidhyala

On towards West

: Tambekar aug

On towards North

: Lav-Kush Apartmnents

Fixtures and fittings in the flat

Item	Nos	Item	Nos
Ceiling Fan	05	Tube Light with Fittings	15
Steel Cupboard	01	Wooden Benches	100
Wooden Cupboards	03	Wooden table & Stool	08
PVC Water Container 375 Ltr.	03		