

LEAVE AND LICENSE AGREEMENT

Particulars	Amount Paid	GRN/Transaction Id	Date
Stamp Duty	Rs. 100.00/-	MH005332538201920E	17/05/2020
Registration Fee	Rs. 1000/-	MH005332538201920E	17/05/2020

LEAVE AND LICENSE AGREEMENT

This agreement is made and executed on 17/05/2020 at PUNE

Between,

1) Name: Mrs Poddar Kalpana Mohan, Age : About 86 Years, PAN : AJYPP5303N Residing at: Flat No:25, Building Name:Shrinivas Mahesh Nagar, Block Sector:Neharu nagar,Pimpri, Road:Near Pragati School, , Pune, Maharashtra, 411018

HEREINAFTER called 'the Licensor' (which expression shall mean and include the Licensor above named and also his/her/their respective heirs, successors, assigns, executors and administrators)

AND

1) Pragati English School (Proprietorship) Residing at: Flat No:25, Building Name:Shrinivas Mahesh Nagar, Block Sector:Nehru nagar,pimpri, Road:Near Prathmesh English Medium School, , Pune, Maharashtra, 411018

through Chairman Mr. Poddar Mohan Baburao, Age: About 72 Years, Occupation : Business Residing at: Flat No: Sr no-103, Building Name:Shrinivas Mahesh nagar, Block Sector:Pimpri, Road:Neharu nagar, , Pune, Maharashtra, 411018

HEREINAFTER called 'the Licensee' (which expression shall mean and include only Licensee above named).

WHEREAS the Licensor is absolutely seized and possessed of and or otherwise well and sufficiently entitled to all the constructed portion being unit described in Schedule I hereunder written and are hereafter for the sake of brevity called or referred to as Licensed Premises and is/are desirous of giving the said premises on Leave and License basis under Section 24 of the Maharashtra Rent Control Act, 1999.

AND WHEREAS the Licensee herein is in need of temporary premises for Non-Residential use has/have approached the Licensor with a request to allow the Licensee herein to use and occupy the said premises on Leave and License basis for a period of 60 Months commencing from 01/01/2020 and ending on 31/12/2024, on terms and subject to conditions hereafter appearing.

AND WHEREAS the Licensor have agreed to allow the Licensee herein to use and occupy the said Licensed premises for his/her/their aforesaid Non-Residential purposes only, on Leave and License basis for above mentioned period, on terms and subject to conditions hereafter appearing:

NOW THEREFORE IT IS HEREBY AGREED TO, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

LEAVE AND LICENSE AGREEMENT

- 1) **Period:** That the Licensor hereby grants to the Licensee herein a revocable leave and license to occupy the Licensed Premises, described in Schedule I hereunder written without creating any tenancy rights or any other rights, title and interest in favour of the Licensee for a period of 60 Months commencing from 01/01/2020 and ending on 31/12/2024
- 2) **License Fee & Deposit:** That the Licensee shall pay to the Licensor License fee at the rate of Rs. 100 (One Hundred Only) per month towards the compensation for the use of the said Licensed premises. This amount of monthly License fee amount shall be payable within first five days of the concerned month of Leave and License.
- 3) **Maintenance Charges:** That the all outgoings including all rates, taxes, levies, assessment, maintenance charges, non occupancy charges, etc. in respect of the said premises shall be paid by the Licensor.
- 4) **Electricity Charges:** The licensee herein shall pay the electricity bills directly for energy consumed on the licensed premises and should submit original receipts to Licensor indicating that the electricity bills are paid.
- 5) **Use:** That the Licensed premises shall only be used by the Licensee for Non-Residential purpose. The Licensee shall maintain the said premises in its existing condition and damage, if any, caused to the said premises, the same shall be repaired by the Licensee at its own cost subject to normal wear and tear. The Licensee shall not do anything in the said premises which is or is likely to cause a nuisance to the other occupants of the said building or to the prejudice in any manner to the rights of Licensor in respect of said premises or shall not do any unlawful activities prohibited by State or Central Government.
- 6) **Alteration:** That the Licensee shall not make or permit to do any alteration or addition to the construction or arrangements (internal or external) to the Licensed premises without previous consent in writing from the Licensor.
- 7) **No Tenancy:** That the Licensee shall not claim any tenancy right and shall not have any right to transfer, assign, and sublet or grant any license or sub-license in respect of the Licensed Premises or any part thereof and also shall not mortgage or raise any loan against the said premises.
- 8) **Inspection:** That, the Licensor shall on reasonable notice given by the Licensor to the Licensee shall have a right of access either by himself / herself / themselves or through authorized representative to enter, view and inspect the Licensed premises at reasonable intervals.
- 9) **Cancellation:** That, Subject to the condition of lock in period (if any), if the Licensee commits default in regular and punctual payments of monthly compensation as herein before mentioned or commit's breach of any of the terms, covenants and conditions of this agreement or if any legislation prohibiting the Leave and License is imposed, the Licensor shall be entitled to revoke and / or cancel the License hereby granted, by giving notice in writing of one month and the Licensee too will have the right to vacate the said premises by giving a notice in writing of one month to the Licensor as mentioned earlier.

LEASE AND LICENSE AGREEMENT

10) Possession: That the immediately at on the expiration or termination or cancellation of this agreement the Licensee shall vacate the said premises without delay with all his/her/their goods and belongings. In the event of the Licensee failing and / or neglecting to remove himself / herself / themselves and / or his/her/their articles from the said premises on expiry or sooner determination of this Agreement, the Licensor shall be entitled to recover damages at the rate of double the daily amount of compensation per day and or alternatively the Licensor shall be entitled to remove the Licensee and his/her/their belongings from the Licensed premises, without recourse to the Court of Law.

11) Miscellaneous: This Agreement is use for educational purpose only. This School is working from 1997 on this place.

12) Registration: This Agreement is to be registered and the expenditure of Stamp duty and registration fees and incidental charges, if any, shall be borne by the Licensee and Licensor equally.









SCHEDULE I

(Being the correct description of premise Land+Building/Shed which is the subject matter of these presents)

All that constructed portion being Non-Residential unit bearing Land+Building/Shed No. 1 to 5, Built-up :2000 Square Feet, situated on the Ground Floor Floor of a Building known as 'Shrinivas Mahesh Nagar' standing on the plot of land bearing Survey Number :103 & Plot Number :25, Road, Near Prathmesh School, Location: Neharu Nagar, Pimpri, Pune-411018, of Village: Pimpari vaghere, situated within the revenue limits of Tahsil Haveli and Dist Pune and situated within the limits of Pimpari-Chinchaved Municipal Corporation.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signatures by way of putting thumb impress or electronic signature hereto in the presence of witness, who are identifying the executants, on the day, month and year first above written.





LEAVE AND LICENSE AGREEMENT

Name & Address	Photo	Thumb Image	Digitally signed
Licenser Mrs Potdar Kalpana Mohan Address: Flat No:25, Building Name:Shrniwas Mahesh Nagar, Block Sector:Neharu nagar,Pimpri, Road:Near Pragati School, , Pune, Maharashtra, 411018			Not Available
Licensee Pragati English School (Proprietorship) through his Chairman Mr. Potdar Mohan Baburao Address: Flat No: Sr no-103, Building Name:Shrniwas Mahesh nagar, Block Sector:Pimpri, Road:Neharu nagar, , Pune, Maharashtra, 411018			Not Available
Witness of execution of all executants Walunj Sayaji B Address: Flat No:1, Building Name:Govardhan Colony, Block Sector:Indrayani nagar.Bhosari, Road:Nashik main road, , Pune, Maharashtra, 411018			Not Required
Witness of execution of all executants Potdar Kushal Mohan Address: Flat No:Neharu nagar, Building Name:Shrniwas mahesh nagar, Block Sector:Neghru nagar,Pimpri, Road:main road, , Pune, Maharashtra, 411018			Not Required

Admission Of Execution / Identification

The following parties have admitted that they have executed the Agreement of Leave and Licenses & the identifiers have stated that they are well acquainting to the said parties. They have given their consent to, Department of Stamp and Registration, Maharashtra State to obtain their Aadhaar number. Name and fingerprint for authentication with UIDAI and their identity has been verified with the UIDAI.

LEAVE AND LICENCE AGREEMENT

Type of Party, Name & UID	Date & Time of Admission	Date, Time of Verification with UIDAI	Information received from UIDAI (Name, Gender, Aadhaar No, Photo)
Licenser Mrs Potdar Kalpana Mohan	17/05/2020 11:43:19 AM	17/05/2020 11:44:08 AM	Kalpna Mohan Potdar, Female, XXXX XXXX 8200 
licencee Pragati English School through Chairman Potdar Mohan Baburao	17/05/2020 11:44:20 AM	17/05/2020 11:45:17 AM	Mohan Baburao Potdar, Male, XXXX XXXX 5551 
Identifier for all executants Walunj Sayaji B	17/05/2020 11:45:35 AM	17/05/2020 11:46:00 AM	Sayaji Bapusaheb Walunj, Male, XXXX XXXX 9055 
Identifier for all executants Potdar Kushal Mohan	17/05/2020 11:42:23 AM	17/05/2020 11:42:48 AM	Kushal Mohan Potdar, Male, XXXX XXXX 0400 

Document not yet registered

