

LEAVE AND LICENSE AGREEMENT

For 60 Months

THIS AGREEMENT OF LEAVE & LICENCE is made and entered into at Pimpri on this 22nd Day of May in the year Two Thousand Twenty Two

BETWEEN

1. MRS. ASHA NARSINGH TEJWANI

PAN No. AAGPT6586N

Age: 65 Years, Occupation: Housewife,

2. MRS. MANISHA SHANKAR TEJWANI

PAN No. ABPPT8926L

Age: 58 Years, Occupation: Housewife,

Both R/at: 64/4, Sai Shiv leela,

Pimple Saudagar, Pune - 411027.

Hereinafter collectively called as "**the Licensors**" (which expression shall wherever the context so requires or admits mean and include their respective legal heirs, successors, executors, administrators, assigns, etc)

..... Party of the FIRST PART;

AND

SHIVANDAS REWACHAND DHARMANI EDUCATIONAL TRUST

Having its registered address at Plot No. 114,

Near Sadhu Vaswani Garden, Pimpri, Pune - 411017

PAN NO. AANAS5649H

Through its Chairman & Trustee,

1. MR. ROOPCHAND DAMANDAS DHARMANI

PAN NO. AECPD2386J

Age: 56 Years, Occupation: Business,

R/at: B-21, Sukhwani Castle, Opp. Dr. Nikam Hospital,

Pimpri, Pune - 411017.

2. MR. RAJU DAMANDAS DHARMANI,

Age: 55 Years, Occupation: Business,

R/at: B-22, Sukhwani Castle, Opp. Dr. Nikam Hospital,

Pimpri, Pune - 411017.

Hereinafter referred to as "**the Licensee**" (which expression shall, unless it be repugnant or contrary to the meaning thereof, shall mean and include its trustees, executors, administrators, assigns, etc.)

..... Party of the SECOND PART;

WHEREAS:

- a) The Licensor No.1 is the owner of open Plot admeasuring about 3000 sq. feet bearing **Survey No.11/2/35**, Licensor No.2 is the owner of open Plot admeasuring about 3800 sq. feet out of Survey No.11/2 and the said Plots are adjacent to each other, situated at Revenue Village **Pimpri Waghere**, being & lying within the limits of Pimpri Chinchwad Municipal Corporation, having registration District Pune, Sub-registration District

convenience only and an area approx.6800 sq. feet of said larger plot is subject matter of this Leave and License Agreement).

- b) The licensee is a trust and has established a school under the name "Sikkibai Dharmani High School." The licensee is in need of premises for its Playground and classrooms. Therefore, the licensee approached the licensors herein and requested to grant permission to use and occupy an area approx.6800 sq. feet out of said property for temporary period of 60 months and further requested for constructing class rooms of temporary structure consisting of brick works and Cement Sheets on Roof Top for conducting coaching classes.
- c) The licensors herein had considered the request of the licensee and had granted said property on license basis to the licensee for temporary period of 60 months w.e.f. 01-02-2018 vide Leave & License Agreement dated 03-03-2018 which is registered at the office of sub-registrar Haveli No.26 at Sr. No.2468/2018 on the terms and conditions mentioned therein.
- d) During the course of time, due to Covid-19 outbreak followed by Lockdown, etc. the licensee could not utilize the said premises to its potential. Hence, now the licensee approached the licensors and requested the licensors to revise the said license period for further of 60 months.
- e) The licensors now considering the request of licensee, have agreed to revise the license period for further period of 60 months with effect from 01-04-2022 on the following terms & conditions.

NOW THIS LEAVE AND LICENSE AGREEMENT FURTHER WITNESSETH AS FOLLOWS:

The Licensors hereby grant a License to the Licensee to use and occupy the 'said property', on the following terms and conditions in addition to above

1. NATURE OF OCCUPATION:

The Licensee agrees and assures to use and occupy the 'said property' for the purpose of playground for its students and for conducting coaching classes in the temporary classrooms thereon as per its requirements.

2. LICENCE TERM:

- a) The Licensors hereby grant the Licensee a temporary license to use and occupy the 'said property' for a period of **60 Months commencing from 01-04-2022 (referred to as 'Commencement date')** till **31-03-2027** (the period hereinafter referred to as Licensed Term/Period).
- b) Save and except as mentioned herein, the Licensee and the Licensors hereby agree and confirm that the Licensors hold the right to terminate this agreement in case of default in payment of the monthly License Fee as mentioned herein.

3. LICENSEE FEE:

- a) The Licensee for using the said property on leave and license basis shall pay monthly license fee to the Licensors as per the table mentioned herein below. The said license fee shall be payable in advance collectively for every three months.

Sr. No.	License Period (From)	License period (To)	License fee (per month)
1.	01-04-2022	31-03-2023	Rs.55,000/-
2.	01-04-2023	31-03-2024	Rs.60,500/-
3.	01-04-2024	31-03-2025	Rs.66,550/-
4.	01-04-2025	31-03-2026	Rs.73,205/-
5.	01-04-2026	31-03-2027	Rs.80,526/-

[Hereinafter referred to as 'License Fee']

- b) The said property has three phase electricity meter bearing Consumer No.170140281932. The parties agree that the licensee shall be liable to pay electricity charges as actual and further provide copy of electricity bill along with payment receipt to licensors.
- c) If the License fee and/or any other amounts payable hereunder shall remain unpaid by the Licensee after the same has become due or event of any cheque/ECS towards the said License Fee is/are for whatever reason dishonored for the two consecutive months; Applicable only once in the entire contract period of 60 months or if any terms and condition mentioned herein are not performed and/or observed, then it shall be lawful on part of the Licensors or any person authorized by the Licensors to give the Licensee a written notice for rectifying the breach committed, and if it is not remedied by the Licensee within 15 (Fifteen) days from date of such notice, then the licensors shall be entitled to terminate this 'Agreement'. However the Licensors shall be under obligation to give such written notice only on first default, if the same is repeated frequently thereafter the Licensors shall not be under obligation to give any such notice.

4. SECURITY DEPOSIT:

It is hereby put on record that the licensee has not paid any security deposit to the licensors.

5. MAINTENANCE CHARGES/EXPENSES/TAXES:

- a) The Municipal taxes relating to open plot only payable to the concerned authority shall be borne by the Licensors.
- b) All expense towards erection of classrooms and/or any other requirement of the licensee and its internal repairs, electricity charges and water charges shall be solely born by the Licensee.

6. COVENANTS OF LICENSEE:

The Licensee hereby covenants with the Licensors as bellow:

- a) The Licensee shall use the said property in a prudent manner for the above mentioned purpose only.
- b) The Licensee shall maintain the same and use the said property with due care and diligence.
- c) The Licensee shall not carry out any work of permanent alteration whether structural or not, in or around the 'said property' or any portion thereof without consent of Licensors. However, the licensee is authorized to construct classrooms for conducting coaching of students and other such facilities required for the same.
- d) The Licensee shall not hold the Licensors responsible or liable in any manner for any theft, loss or damage suffered by the Licensee or its staff, students, etc. of the Licensee entering the said property on account of destruction caused to or in the structures, etc. erected and/or standing on said property or to any property brought by the Licensee in the said property either by fire, accident, theft or otherwise or by any act omission on the part of the occupants of the other premises in and around the said premises.
- e) The Licensee shall not do or permit to be upon the said premises anything which may be or become nuisance to the licensors or the occupiers of neighboring premises or which may prejudicially affect the rights of the Licensors.
- f) The Licensee shall not bring or store in the said premises any hazardous or otherwise material as may impair the safety of the said property.
- g) The Licensee shall perform and observe strictly hereof and also the laws for the time being in force and also the rules and regulations that are applicable to the said trust.
- h) On the termination of this Agreement for any reason whatsoever, the Licensee shall remove its trustees, employees, staff, students, furniture, temporary structures, etc. and hand over the said

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premises to the Licensors in the same condition as now given to the Licensee subject to normal wear and tear.

- i) The Licensee shall not claim possession of the 'said property' the exclusive actual judicial/legal possession of the 'said property' being with the Licensors and the licensee shall not claim tenancy rights or any protection as tenant or protected tenant any Act or any other right other than the limited right to use the 'said property' under the Leave and license terms during the License Term', subjected to the other terms and conditions mentioned herein.
- j) It is hereby agreed between the parties hereto that if the Licensee defaults in payment of the monthly 'License fee' or charges as agreed aforesaid within the time stipulated hereinabove, or commit any other breach of the any other terms of conditions of this Agreement shall automatically stand terminated,

7. INDEMNITIES BY THE LICENSEE:

- a) The Licensee shall indemnify and keep indemnified the Licensors against all claims, action, suits, proceeding, costs, charge expenses, losses, penalties, fines and damage that may be incurred or suffered by the Licensors by reason of any breach, default, contravention, non-observance or non-performance by the Licensee of any of the terms, conditions, agreements and provisions contained herein this Agreement and/or for non-compliance and/or non-observance of any of the laws and/or statutory obligations by the Licensee.
- b) In case of any loss or damage to the said property or any other surrounding property, or any bodily injury to any party or person by the licensee, undertakes to indemnify the Licensors for all or any such losses or damages or injuries suffered thereto.

8. COVENANTS AND RIGHTS OF LICENSORS:

The Licensors' rights and covenants are as follows:-

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Manisha S. Tejwani

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- a) The Licensors, their staff and/or representatives shall be entitled to enter into or upon the said premises for the purpose of inspection and/or verification of the said premises, during normal day hours and/or at the time of availability of licensee at home.
- b) On termination and/or early determination of this Agreement and/or if it is found that the Licensee has tried to illegally transfer or sub license in any manner the said premises to any third party and/or person, the Licensors shall in addition to evicting/removing/expelling the Licensee from the 'said property' and having an immediate right to disconnect electric power, stop the usage of other utilities/ facilities provided in the said premises also prevent the Licensee its trustees, employees, etc. and/or his representatives to use the said property.

9. SUB LICENSE/ ASSIGNMENT:

- a) The licensee shall not assign sublet or enter into any legal agreement with the occupation of the whole or part of the 'said property' or permit the said premises granted to be used/occupied by any other party or person/s at any time of the License term or it's further extensions.
- b) The Licensors shall be entitled to sell, alienate, transfer or create a charge on the said property. The licensors shall give the licensee herein first option to purchase/occupy on license / lease the said property. That the terms and conditions contained herein, in this 'Agreement' shall be binding on the proposed/new owner, and the benefits herein shall be transferred to the proposed/new owner and all adjustments shall be made accordingly, failing which this Agreement shall automatically stand terminated, without the Licensors being liable for the same. All other terms and conditions as mentioned herein and in this 'Agreement' shall remain unaltered and unchanged and shall remain the same for the proposed/new owners.

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Manisha S. Tejwani ⁸

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Asha. N. Tejwani

10. RELATIONSHIP BETWEEN THE PARTIES:

- a) It is a clear understanding between both the parties to this 'Agreement' that this 'Agreement' does not create or transfer any interest, easement, tenancy or sub tenancy in or over the said property in favour of the Licensee.
- b) The Licensee hereby confirms, acknowledges and declares that it has no intention of claiming and will not at any time claim tenancy rights whatsoever in the 'said property' and on the basis of the express assurance, representation and declaration made by the Licensee and believing the same to be true, the Licensors has in good faith, entered into this Agreement with the Licensee.

11. TERMINATION/RENEWAL/NON-RENEWAL:

- a) On expiry of the 'License Term/period' for which this 'Agreement' is signed, this 'Agreement' shall automatically terminate and no prior notice shall be required to be served by either PARTY to the other Party. Furthermore, in case on completion of the License term/period' the LICENSEE continues to pay the license Fee and by oversight the Licensor continue to accept the License Fee, this License shall neither be deemed to have automatically renewed nor shall the Licensee be entitled to claim any other right Under any law in force.
- b) Either party can terminate this agreement by giving a written notice of 2 (two) months to the other party stating his/her/its intention to terminate the said agreement.

12. COMMUNICATION:

The parties hereto admit and agree that all notices, requests, consents or other communications required or permitted to be give under this 'Agreement' shall be in writing and may be hand delivered or sent by registered post or speed post acknowledgement due at the address mentioned hereinabove. Any fax, notice, letters sent by a proper

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service and considered as duly served. The communication shall be treated as properly served to licensee if it is issued at the licensed premises address.

13. MISCELLANEOUS:

- a) Any forbearances or delay in enforcing any right by the Licensors will not amount to waiver and/or abandonment thereof.
- b) The parties hereto agree that, any variation, revision or amendment of any of the terms or provisions hereto shall not be valid or binding upon parties, unless the same is recorded by the parties hereto in writing.
- c) Heading contained in this Agreement are for references only and shall not be deemed to be any indication of meaning of the clauses and/or sub-clauses to which they relate.
- d) The parties hereto agree that if at any time, any of the terms and conditions and/or provisions herein are declared to be invalid or unenforceable to any under the applicable laws or under directions or orders of any judicial/other competent authority, the validity or enforceability of the remaining terms, conditions and provisions of this 'Agreement' shall not be impaired and this 'Agreement' herein, shall continue to be valid to the extent permitted by law, construed as if it had been executed without such invalid/unenforceable, conditions and/or provisions.
- e) The Courts in the City of Pune within State of Maharashtra alone shall have exclusive jurisdiction to try any disputes arising out of this 'Agreement'.
- f) This 'Agreement' constitutes the entire understanding between the Parties hereto and shall not be altered or modified except by an instrument in writing duly signed by the Parties.
- g) The stamp-duty, registration fees, advocates fee and such other incurred, in respect of this 'Agreement' and/or such other

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deeds/documents, shall be borne and paid equally by the licensors and the licensee.

IN WITNESS WHEREOF the LICENSORS and the LICENSEE have put their respective signatures on the date, month and year first herein above written.

Signed, Sealed & Delivered by
Within named Licensors;

1. MRS. ASHA NARSINGH TEJWANI



Signature

Asha. N. Tejwani

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2. MRS. MANISHA SHANKAR TEJWANI



Signature

Manisha S. Tejwani

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Signed, Sealed & Delivered by
Within named Licensee;

SHIVANDAS REWACHAND DHARMANI EDUCATIONAL TRUST
Through its Chairman

1. MR. ROOPCHAND DAMANDAS DHARMANI



Signature

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IN WITNESS WHEREOF the LICENSORS and the LICENSEE have put their respective signatures on the date, month and year first herein above written.

Signed, Sealed & Delivered by
Withinnamed Licensors;

1. MRS. ASHA NARSINGH TEJWANI



Signature

Asha. N. Tejwani



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2. MRS. MANISHA SHANKAR TEJWANI



Signature

Manisha S. Tejwani



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Signed, Sealed & Delivered by
Withinnamed Licensee;

SHIVANDAS REWACHAND DHARMANI EDUCATIONAL TRUST

Through its Chairman

1. MR. ROOPCHAND DAMANDAS DHARMANI



Signature

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SHIVANDAS REWACHAND DHARMANI EDUCATIONAL TRUST

Through its Trustee

2. MR. RAJU DAMANDAS DHARMANI



Signature

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IN THE PRESENCE OF.....

WITNESSES:-

- 1) Sign: Reshma
Name: Mrs Reshma B Shaikh.
Address: Pimprigon, Pimpri,
Pune - 411017.

- 2) Sign: Shainaaz
Name: Mrs Shainaaz Kagda.
Address: Nilind Nagar Pimpri
Pune - 411017.

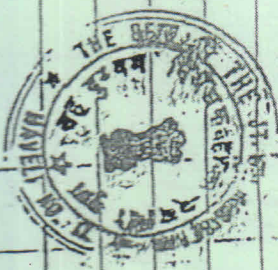


पुणे तालुका

क्यांक नंबर INDEX No. II

विलेवाचा प्रकार व मोदत्प्या दादवीत पडणारे प्रकार को नमूद करा)	सुरे सब डिव्हिजन and House No. (if any)	एअर	आकलनाची किंमत	रजिस्ट्रार याच्या फसकालाचे नांव किंवा दिवाणी न्यायालय किंवा कोर्टाचे नाव	दस्तावेज करत घेणाऱ्या फसकालाचे नांव किंवा दिवाणी न्यायालयाचे नाव किंवा कोर्टाचे नाव	दस्तावेज करत घेणाऱ्या फसकालाचे नांव किंवा दिवाणी न्यायालयाचे नाव किंवा कोर्टाचे नाव	दिनांक	सुरे सब डिव्हिजन
Nature of deed and const- itutions: (in case of lease State whether lessor or lessee pays assessment)	Sure Sub Division and House No. (if any)	Area	Assessment when Rs.	Name of the executing party in case of a decree or order of Civil Court or defendant.	Name of the claiming party or in case of Decree order of Civil Court of plaintiff.	Name of the claiming party or in case of Decree order of Civil Court of plaintiff.	Date	Serial No. Vol
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