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Leave and License Agreement



This Leave And License agreement is made & executed at Pune on this 17th day of DECEMBER 2020.

BETWEEN

MR. CHETAN TARAMAN KALATE

Aged about: 33 yrs, Occupation: Business

Residing At: Aadarsh Colony, Wakad, Pune- 411057.

Hereinafter called and referred as "THE LICENSOR" (Which expression shall mean and include unless it to be repugnant to context, themselves, her legal heirs, executors, administrators and assigns)PARTY OF THE FIRST PART.

AND

**S. P. ENGLISH MEDIUM SCHOOL
THROUGH IT'S CHAIRMAN**

MR. ANKUSH BABAN BODAKE

Aged about: 45 years, Occupation: Business

Residing At : Datta Mandir Road, Wakad, Pune- 411057.

Hereinafter called and referred as "THE LICENSEES".

..... PARTY OF THE SECOND PART.

SYNOPSIS

DURATION - 60 months.

LICENSE FEE - Rs. 35,000/- (Rupees Thirty Five Thousand Only) per month,

DEPOSIT - Rs. 35,000/- (Rupees Thirty Five Thousand Only) and the same shall be refundable Interest Free Security Deposit.

PURPOSE - Commercial Purpose.

The Licensor herein is the absolute Owner of the Commercial Room admeasuring about 4000 sq.ft., bearing Room no. 01 to 12, and along with Open Space 2500 Sq.Ft, Which is situated at- Pandurang Niwas, Aadarsh Colony, Village-Wakad, Taluka-Mulshi, Dist- Pune- 411057. Which is within the local limits of Pimpri Chinchwad Municipal Corporation. *Surve No. 177/1/8 Balaji Niwas*

(Hereinafter Referred The Said Premises / Licensed Premises / Room).

INTRODUCTION

Purpose For Which The Room Will Be Used And The Term And Duration

Handwritten signature
S. P. ENGLISH MEDIUM SCHOOL
Rd., Wakad, Pune-57

2020

AND WHEREAS The Licensees, having come to know the intention of the Licensor, approached The Licensor and requested him to permit The Licensee for the temporary use of said premises for "Commercial Purpose" on temporary basis for a period of 60 months commencing from the period i.e. from 01/12/2020 to and up till 30/11/2025.

GENERAL RECITALS AND CONDITIONS

AND WHEREAS The Licensor temporarily was however not desirous of occupying the said premises, and desired to permit some person to occupy the said premises on leave and license for a temporary period.

AND WHEREAS The said LEAVE AND LICENSE AGREEMENT is been executed with the specific condition, that the leave and license agreement shall not be further extended, and the extension of the same shall depends on the sole discretion of the Licensor.

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

1. The period of the license shall be for a term of 60 (Sixty) months commencing from 01st December 2020 and expiring on 30th November 2025.
2. The Licensees shall pay to the licensor the license fee/compensation in advance for the occupation and use of the said licensed premises a sum of Rs/- 35,000/- (Rupees Thirty Five Thousand Only). Every Month for the period of 60 months of said License period.
3. The said monthly license fees will be payable on or before the 7th day of each English Calendar month by cash or cheque drawn in favor of Licensor.
4. The Licensees has agreed to Deposit an interest free Security Deposit of a sum of Rs/-35,000/- (Rupees Thirty Five Thousand Only). In addition to payment of the compensation as herein above provided, the Licensees shall pay the charges for electricity consumption, telephone usage and other services in the licensed premises on actual basis as billed by competent authorities.
5. The said licensed premises shall be permitted to be strictly used and occupied only for Commercial purpose by the Licensees and the Licensees shall use the said premises only for Commercial purposes and for no other purpose whatsoever.
6. In the event of expiry of the Leave and License Agreement by efflux of time or if the Leave and License Agreement is terminated at any earlier point of time as provided herein, then the interest free security deposit amount of Rs/- 35,000/- (Rupees Thirty Five Thousand Only). shall be refunded by the Licensor to the Licensees simultaneously with and against the Licensees handing over vacant

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Possession of the licensed premises to the Licensor subject to deduction of unpaid license fees and/or unpaid electricity bill, telephone charges, any other charges, if any.

7. The Licensees shall use the premises with adequate care and caution and shall keep and maintain the same in good order and condition at all times and shall Make good to the Licensor all such damages or loss as the Licensor may sustain whether the same is caused by the Licensees or Licensee's visitors. This License hereby granted is for the Licensees and the Licensees shall not assign, transfer or part with his occupancy of the said licensed premises or any proportion thereof to any other person or party.
8. The Licensees shall not at any time put any claim of tenancy or sub-tenancy or any other right or title into or in respect of the licensed premises under any law presently in force and any laws which may be enacted hereafter and this Agreement shall not be construed to create any such right whatsoever in favor of the Licensees.
9. The Licensees shall not during the period of the license make any additions and alterations in the said licensed premises. If anything found then Licensor can deduct some amount from deposit and Licensee will not have any objection for the same.
10. The Licensor shall pay all existing and future increase in the property tax, rates, assessment, dues and duties payable for the said premises to the government/ Pimpri Chinchwad Municipal Corporation or any other local or public body or authority.
11. The Licensees shall not do or cause to be done anything therein which is or likely to be a nuisance or annoyance to other adjacent occupants or prejudice the rights of the Licensor as the owner of the said licensed premises or any part or portion thereof. The Licensor shall not in any event be responsible or liable for any loss or damage to any goods, person or property of the Licensees, whatsoever be the cause of such loss or damage.
12. The Licensees will keep and maintain the Licensor's furniture's, fixtures, fittings and effects in the said licensed premises in good order and condition and upon the termination of the license will leave the same in as good a condition as they were on the date of initial occupation.

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13. It is agreed and declared between the parties hereto that the license for the use of the said premises hereby granted to the Licensee is not transferable.
14. It is expressly agreed by and between the parties hereto that notwithstanding anything contained herein, the Licensees and Licensor has an option to terminate this agreement by giving one month' prior notice in writing with or without any cause and this agreement will accordingly stand terminated on the expiry of the said period of notice. The Licensee shall then hand over vacant possession of the licensed premises to the Licensor and the amounts referred to above shall simultaneously be refunded to the Licensees.
15. Nothing herein contained shall construe as creating any right, easement, tenancy or sub-tenancy in favor of the Licensees in or over or upon the licensed premises other than the permissive right of use hereby granted or as entitling the Licensees the possession of the said premises judicial possession thereof at all times remaining with the Licensor.
16. It is the express intention to the parties hereto that this Agreement shall be a mere license and the Licensor shall at all times have free and unobstructed access to the said premises, and occupation thereof by the Licensees being restricted for the purpose of using the said premises on the terms and conditions contained in this license.
17. The Licensor and the Licensor's authorized representatives shall have full liberty to inspect the said premises at a reasonable hour after giving due notice of at least 24 hours and then the Licensor shall be entitled to enter upon the said premises and to view the condition thereof and/or effect any repairs as the Licensor is required to do pursuant to this Agreement.
18. The Agreement shall be subject to the provisions of Section 24 of The Maharashtra Rent control Act 1999, as amended up to date, whereby it is mention that if the Licensee fails to deliver possession of the licensed premises on expiry of the license period, the Licensees shall be liable to pay damages/compensation at double the rate of compensation provided under this Agreement from the date of such failure to the actual date of handing over possession of the said premises. If there any Legal action taken by the Licensor against Licensee for taking possession of said premises; then the all Legal fees and other expenses whatsoever will be deduct from the interest free security deposit.

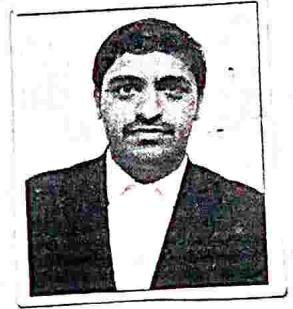
19. The parties have read over the contents of the present Leave And License Agreement and both the parties signed the Leave And License Agreement in presence of the following witnesses today at Pune.

NOTE :- The parties herein i.e. The Licensor and The Licensees do hereby acknowledge that this Leave & License Agreement surpasses all prior correspondence between them including all oral and written proposals.

SIGNED AND DELIVERED BY:-



MR. CHETAN TARAMAN KALATE
(Licensor)



S. P. ENGLISH MEDIUM SCHOOL
THROUGH IT'S CHAIRMAN

MR. ANKUSH BABAN BODAKE

(Licensee)



WITNESS 1

SIGN

NAME: Ganesh Pawar

ADDRESS: wakel, pune-41

WITNESS 2

SIGN

NAME: Aniket Ghosh

ADDRESS: Aherkar, Pune-41

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08/02/2024



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SroName : Joint S.R. Haveli 2

Doc No. : 2402/2024

Regn:63m

- (1) Article
- (2) Deposit
- (3) Licence Fee
- (4) Property Description

Village Name : **Wakad**

Leave and Licenses(36 A)

Rs.45000/-

Rs.45000/-

Corporation: Pimpri-Chinchavad, Other details: Land+Building/Shed No., Floor No., Building Name:S.P.English Medium School, Block Sector:Wakad Pune, Road:Adarsh Colony Wakad, City:wakad, District:Pune, Survey Number : 177, MILKAT NUMBER : , Leave and License Months:60

- (5) Area
- (6) Assessment or Judi
- (7) Licensor Name and Address

1794 Square Feet

Name: **Kalate Ganesh Balu** Age: **33** Address: Block Sector:Wakad, Road:Near datta mandir wakad, City:Wakad, District:Pune, State:Maharashtra, Pin:411057 PAN: AIPK0878B

- (8) Licensee Name and Address

Name: . **S.P.English School Through Its Chairman Ankush Baban Bodke** Age: **50** Address: Block Sector:Bodakewadi, Road:Bodakewadi, City:Bodakewadi, District:Pune, State:Maharashtra, Pin:411057 PAN: AFSPB9250L

- (9) Date of Execution
- (10) Date of Registration
- (11) Registration Number/Year
- (12) Stamp Duty
- (13) Registration Fee
- (14) Remark

07/02/2024

08/02/2024

2402/2024

Rs.6806.30/-

Rs.1000/-

Thumb Impression of Joint S.R. Haveli 2 :




HEADMISTRESS
S. P. ENGLISH MEDIUM SCHOOL
Wakad Rd., Wakad, Pune-57



2/2402/2024

Registration No. :39M

2:45 PM



Receipt


Village Name: **Wakad**

Receipt No.:2439

Date: 08/02/2024

Document No.: **HVL2/2402/2024**Document Type :**Leave and Licenses(36 A)**Presenter Name: . **S.P.English School Through Its Chairman Ankush Baban Bodke**Registration Fee: **1000.00**Document Handling: **300.00**Total: **1300.00**

Leave and Licenses Agreement executed by presenter and Kalate Ganesh Balu is received for registration.

Joint S.R. Haveli 2Stamp duty of Rs.**6806.30/-** is paid by GRN **MH015088798202324P** on **05/02/2024**Document Handling Charges of Rs.**300/-** is paid by PRN **0224059315769** on **05/02/2024**Registration fee of Rs.**1000/-** is paid by GRN **MH015088798202324P** on **05/02/2024**Thumb Impression of Joint S.R. Haveli 2 : 

For Information:- The Authorised Service providers are allowed to charge Rs. 700/- for a e-Registration and Rs.300/- if done at citizens place. Citizens are requested, do not pay any one above this amount and complaint against such persons to concern D.I.G. Registration or call to 8888007777.



Joint S.R. Haveli 2

LEAVE AND LICENSE AGREEMENT

Particulars	Amount Paid	GRN/Transaction Id	Date
Stamp Duty	Rs. 6806.30/-	MH015088798202324P	05/02/2024
DHC	Rs. 300/-	0224059315769	05/02/2024
Registration Fee	Rs. 1000/-	MH015088798202324P	05/02/2024

LEAVE AND LICENSE AGREEMENT

This agreement is made and executed on 07/02/2024 at wakad

Between,

1) **Name:** Mr. Kalate Ganesh Balu, Age : About 33 Years, Occupation : Business, PAN : APIPK0878B Residing at: Block Sector:Wakad, Road:Near datta mandir wakad, Wakad, Pune, Maharashtra, 411057

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) **Name:** Mr.. S.P.English School Through Its Chairman Ankush Baban Bodke, Age : About 50 Years, PAN : AFSPB9250L Residing at: Block Sector:Bodakewadi, Road:Bodakewadi, Bodakewadi, Pune, Maharashtra, 411057

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 that 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 01/01/2024 and ending on 31/12/2028, 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 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:-



1) Period: That the Licenser 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 01/01/2024 and ending on 31/12/2028

2) License Fee & Deposit: That the Licensee shall pay to the Licenser License fee at the rate of Rs. 45000 (Forty-Five Thousand Only) per month towards the compensation and Rs. 45000 (Forty-Five Thousand Only) interest free refundable deposit, for the use of the said Licensed premises. The amount of monthly compensation License fee shall be payable within first five days of the concerned month of Leave and License.

3) Payment of Deposit: That the Licensee have paid / shall pay the above mentioned deposit/premium as mentioned above by Cash. Amount Rs. 45000/- (Forty-Five Thousand Only)

4) 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 Licenser.

5) Maintenance Charges: That the Licensee herein shall bear and pay all the maintenance charges in respect of the said Licensed Premises, and other outgoings including all rates, taxes, levies, assessment, non occupancy charges, etc. in respect of the said premises shall be paid by the Licenser.

6) Electricity Charges: The licensee herein shall pay the electricity bills directly for energy consumed on the licensed premises and should submit original receipts to Licenser indicating that the electricity bills are paid.


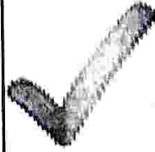

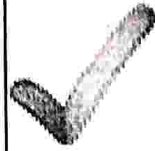

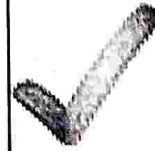

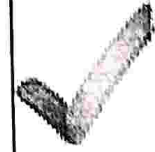
7) Use: That the Licensed premises shall only be used by the Licensee for Non-Residential purpose. The Licensee shall maintain the said premises in its existing condition and damage, if any, caused to the said premises, the same shall be repaired by the Licensee at its own cost subject to normal wear 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 Licenser in respect of said premises or shall not do any unlawful activities prohibited by State or Central Government.

8) 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 Licenser.

9) 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.

10) Inspection: That, the Licenser shall on reasonable notice given by the Licenser 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.



Name & Address	Photo	Thumb Verified	Digitally signed
Licensors <u>Mr. Kalate Ganesh Balu</u> Address: Block Sector: Wakad, Road: Near datta mandir wakad, Wakad, Pune, Maharashtra, 411057			Not Available
Licensee <u>Mr. S.P. English School Through Its Chairman Ankush Baban Bodke</u> Address: Block Sector: Bodakewadi, Road: Bodakewadi, Bodakewadi, Pune, Maharashtra, 411057			Not Available
Witness of execution of all executants <u>Balkawade Pratik Sarjerao</u> Address: Block Sector: Thergaon, Road: Dange Chowk, Thergaon, Pune, Maharashtra, 411033			Not Required
Witness of execution of all executants <u>Garade Balaji Arjun</u> Address: Block Sector: Thergaon, Road: Dange Chowk, Thergaon, Pune, Maharashtra, 411033			Not Required

Admission Of Execution / Identification

The following parties have admitted that they have executed the Agreement of Leave and Licenses & the identifierees 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.



11) 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.

12) 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 goods and belongings. In the event of the Licensee failing and / or neglecting to remove himself and / or his 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 belongings from the Licensed premises, without recourse to the Court of Law.

13) 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.

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. ., Built-up :1794 Square Feet, situated on the . Floor of a Building known as 'S.P.English Medium School' standing on the plot of land bearing Survey Number :177 & MILKAT NUMBER ., Road: Adarsh Colony Wakad, Location: Wakad Pune, of Village:Wakad, situated within the revenue limits of Tehsil Haveli and Dist Pune and situated within the limits of Pimpari-Chinchavad Municipal Corporation.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signatures by way of putting thumb impression 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

Type of Party, Name & UID	Date & Time of Admission	Date ,Time of Verification with UIDAI	Information received from UIDAI(Name,Gender,Aadhaar/Ref No,Photo)	
Licensor Kalate Ganesh Balu	07/02/2024 10:29:26 AM	07/02/2024 10:30:12 AM	Ganesh Balu Kalate, Male, 1204652815081299968	
Licensee S.P.English School Through Its Chairman Ankush Baban Bodke	08/02/2024 10:55:00 AM	08/02/2024 10:55:24 AM	Ankush Baban Bodke, Male, 1204022980642365440	
Identifier for all executants Balkawade Pratik Sarjerao	07/02/2024 10:36:30 AM	07/02/2024 10:36:45 AM	Pratik Sarjerao Balkawade, Male, 1203239830689501184	
Identifier for all executants Garade Balaji Arjun	07/02/2024 04:49:39 PM	07/02/2024 04:50:04 PM	Balaji Arjun Garade, Male, 1179022555988185088	