//Shree GajananPrasanna//

**Leave and License Agreement**

THIS Leave and License Agreement is made and executed on THIS \_\_\_\_\_\_DAY OF August 2022.

**BETWEEN**

**mr. Limbraj Dhondiram Kadam**

Age: 78 Years, Occ.: Retired,

R/a: Flat No. 11, Chiranjeev Apartment,

Mohannagar, Chinchwad, Pune 411 019.

Aadhar Card no: - 232034605567.

**HEREIN represented by his POWER OF ATTORNEY** Mr. Pravin Limbraj Kadam.

S/O Mr. Limbraj Dhondiram Kadam.

Aadhar card number: 606871439028, AGE: 40 YRS.

R/a: Flat #11, Chiranjeev Apartment, Mohannagar, Chinchwad, Pune 19

Through Power of Attorney agreement number 5871/2021 registered on the 08th day of July 2021 at the Latur sub registrar office, Latur.

The Power of Attorney shall suborn to undertake and agree to all conditions and liabilities and rights binding on the LICENSOR under this Leave and License agreement.

HEREINAFTER referred to as the “**LICENSOR**” (Which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his heirs, executors, assigns)

**......... Party of the First Part.**

**AND**

**OVI PHOTOMATIC FILMS.**

Having Shop Act # 107669252203 and having its registered office at Indrayani Nivas Old MIDC Road, Suyog Hospital India Nagar Latur(M CL) Latur Latur 413512

Through its Owner: Mr. **Sujit Gopalrao Jadhav**.

Aadhar No. – 729282237486. Age: 19 Years, Occ: **Photo Cinegraphy and Video Editing**.

R/a: S/O Gopalrao Jadhav, At. Javalaga po.Kharola, tq renapur, Javalaga Latur Maharashtra 413527.

HEREINAFTER referred to as the “**LICENSEE**”

**......... PARTY OF THE SECOND PART.**

WHEREAS, the Owner Licensor is seized and possessed of commercial premises i.e. Ground + Three storied building named “Eashan Heights” constructed on Plot No. 96, S.No. 230, C.T.S. No. 9864 Part situated at Village Latur, Tal. And Dist. Latur and within the limits of Latur Municipal Corporation.

AND WHEREAS the Licensee is in need of commercial premises for his business of **PHOTO CINEGRAPHY and VIDEO EDITING** for a temporary period.

AND WHEREAS the Licensor is aware that the said commercial premises is needed by the Licensee for himself.

AND WHEREAS the Licensee has requested the Licensor to give him **Shop no 1, Located on ground floor admeasuring carpet area approx 200 sq.fts. in the building described above to start office of PHOTO CINEGRAPHY and VIDEO EDITING** **on Leave and License basis from 01/09/2022 to 31/07/2023.**

AND WHEREAS the Licensor has accepted the request of the Licensee and is ready to grant him a license to use and occupy the said premises for his **PHOTO CINEGRAPHY and VIDEO EDITING** **from 01/09/2022 to 31/07/2023.**

NOW THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Licensor will allow the Licensee to occupy the said premises on leave and license basis, which premises are more particularly described in the schedule II written hereunder, and the Licensee will so occupy the same.
2. The period of this license is agreed to be from **01/09/2022 to 31/07/2023.**
3. The Licensee will pay the Licensor, license fee as follows:

|  |  |  |
| --- | --- | --- |
| Sr. No | Duration | License Fee |
| 01 | From **01/09/2022 to 31/07/2023** | Rs.5,500/- Per month |

1. The Licensee shall keep the said premises in hygienic, neat and clean condition and will not cause any nuisance and annoyance to anybody concerned.
2. The Licensor shall pay municipal tax & any such other levies and M.S.E.D.C.L. (M.S.E.B.) charges & water charges are to be paid by Licensee as per demand bill.
3. The Licensor reserves right to visit the said premises at any time, without consent of the Licensee.
4. If the Licensee fail to pay license fee for any month on or before the 10th day thereof, the Licensor is entitled to terminate this agreement. In that event, Licensee will have to quit and vacate the premises.
5. The Licensee and his workers, managers, other employees, will have to use the said premises in a prudent manner and will not cause any damage to the fixtures, fittings and glass panels etc. If any damage is caused to the fixtures, fittings etc., the Licensee will make good the said damage at his own cost. No alterations in any form are allowed without the written permission of Licensor.
6. The Licensor has granted license to the Licensee for his own use for **PHOTO CINEGRAPHY and VIDEO EDITING** purpose only.
7. It has expressly agreed that the intention of the parties in executing this agreement is to create a license. No lease/tenancy is intended to be created by this agreement.
8. The Licensor are hereby making it clear that if the Licensee make any breach of any of the terms and conditions of this license, the Licensor is entitled to terminate this agreement.
9. If the Licensee wants to vacate the said premises before the period as agreed hereinabove he must inform, in writing, to the Licensor one month in advance, of his intention so to do and if the Licensor needs the said premises before the expiry of license period, he shall also inform about his intention to the Licensee one month in advance, in writing.
10. The Licensor makes it clear that the Licensee shall not mortgage the said premises and shall not take any loan from any Bank / Financial Institute on the said premises of the Licensor.
11. The Licensee has agreed to keep an amount of Rs.40,000/- (Rs.Forty Thousand Only) with the Licensor without interest as a security deposit in order to comply with the terms and conditions of this license.

Details related to Payment of Security Deposit Amount are as follows:

|  |  |  |
| --- | --- | --- |
| Date | Cheque/Cash | Amount |
|  | Cash | Rs 40,000/- |

1. On the expiry of the period of this license, the Licensee will quietly and peacefully quit the premises and will pay the amount of license fee due till then and as soon as Licensee quit the premises at the time of Licensor will return the amount of Rs. 40,000/- (Rs. Forty Thousand Only) to the Licensee.
2. The Licensee has agreed that he will use the said premises for his **PHOTO CINEGRAPHY and VIDEO EDITING** only and he will not sub-let the said premises to any third party.
3. In case a Licensee vacates the said premises before completion of the month he is bound to pay the rent for the whole month.
4. 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.
5. **Furniture and Appliances**: The said premises is having the furniture and appliances as mentioned in SCHEDULE I. The Licensee shall maintain the said furniture and appliances in the said premises in its existing condition and damage, if any, caused to the said furniture and appliances the same shall be repaired by the Licensee at its own cost subject to normal wear and tear.
6. **SCHEDULE I**:

(Being the correct description of furniture and appliances in the premises).

|  |  |  |
| --- | --- | --- |
| **Sr no** | **Item** | **No of Units** |
| 1. | POP | 200 sq. ft. |
| 2. | LED Lights | 8. |
| 3. | FAN | 2. |
| 4. | 12mm Glass partition 49 sq. ft | 1. |
| 5. | 12mm Glass Door with Handle 21 sq. ft. | 1. |

#### SCHEDULE II

**Shop No I, Located on Ground Floor** admeasuring carpet area approx 200 sq.fts. in the building named “**Eashan Heights**” constructed on Plot No. 96, S.No. 230, C.T.S. No. 9864 Part situated at Village Latur, Tal. and Dist. Latur and within the limits of Latur Municipal Corporation and within the jurisdiction of Sub-Registrar Latur, Tal. and Dist. Latur and plot is bounded as follows...

On or towards East : Road.

On or towards West : Staircase and Parking of Same building.

On or towards South : Staircase of same building and in front

of it Road.

On or towards North : Shop No II of Same building.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT TODAY AT LATUR ON THE DAY DATE AND YEAR MENTIONED HEREINABOVE.

**Mr. Limbraj Dhondiram Kadam**

**Through POWER OF ATTORNEY Mr. Pravin Limbraj Kadam.**

### (Licensor)

**Through its Owner**

### Mr. Sujit Gopalrao Jadhav

### (Licensee)

WITNESSES:

1]

2]