//Shree Gajanan Prasanna//

**Leave and License Agreement**

THIS Leave and License Agreement is made and executed on THIS \_\_\_\_\_\_ Day OF august 2023.

**BETWEEN**

**mr. Limbraj Dhondiram Kadam**

Age: 79 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**

**SARASWATI ABHYASIKA**

Having Shop Act # 109342002003.

and having its registered office at Main Road, Latur.

Through its Proprietor: SANTRAM SAMBHAJI DESHMUKH.

Aadhar card number: 787645046571.

DOB: 01/06/1990. Occupation: Proprietor.

R/a: S/O Mr. Sambhaji Deshmukh, At Gondegaon, Gondegaon.

Ramegaon, Latur Maharashtra 413511.

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 within the jurisdiction of Sub-Registrar Latur, Tal. and Dist. Latur

AND WHEREAS the Licensee needs commercial premise for his business of “**Study Center”** for a temporary period.

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

AND WHEREAS the Licensee has requested the Licensor to allot him **Floor No II, admeasuring carpet area approx. 1444.7 sq.fts in the building described above to start office of “Saraswati Abhyasika” described above on Leave and License basis from**

**01st September 2023 to 31st May 2026.**

AND WHEREAS the Licensor has accepted the request of the Licensee and is ready to grant her a license to use and occupy the said premise for his **“Study Center”** **from 01st September 2023 to 31st May 2026.**

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY

AGREED BY AND BETWEEN THE PARTIES AS UNDER

1. The Licensor will allow the Licensee to occupy the said premise on leave and license basis, which premise are more particularly described in the **SCHEDULE** written hereunder, and the Licensee will so occupy the same.
2. The period of this license is agreed to be from **01/09/2023 to 31/05/2026.**
3. The Licensee will pay the Licensor, license fee as follows:

|  |  |  |
| --- | --- | --- |
| Sr. No | Duration | LicenseFee Per month |
| 01 | From 01st September 2023 to 31st July 2024 | Rs.21000/- Per month |
| 02 | From 01st August 2024 to 30th June 2025 | Rs.22000/- Per month |
| 03 | From 01st July 2025 to 31st May 2026 | Rs.23000/- Per month |

1. The Licensee shall keep the said premise 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. 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 premise 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 premise.
5. The Licensee and his workers, managers, other employees will have to use the said premise 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 alteration in any form is allowed without the written permission of Licensor.

1. The Licensor has granted license to the Licensee for his own use for **“Study Center”** purpose only.
2. 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.
3. 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.
4. If the Licensee wants to vacate the said premise before the period 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 premise before the expiry of license period, he shall also inform about his intention to the Licensee one month in advance, in writing.
5. The Licensor makes it clear that the Licensee shall not mortgage the said premise and shall not take any loan from any Bank / Financial Institute on the said premise of the Licensor.
6. The Licensee has agreed to keep an amount of Rs. 50,000/- (Rs. Fifty 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 50,000/- |

1. On the expiry of the period of this license, the Licensee will quietly and peacefully quit the premise and will pay the amount of license fee due till then and as soon as Licensee quit the premise at the time of Licensor will return the amount of Rs. 50,000/- (Rs. Fifty Thousand only) to the Licensee.
2. The Licensee has agreed that he will use the said premise for his **“Study Center”** purpose only and he will not sub-let the said premise to any third party.
3. In case a Licensee vacates the said premise before completion of the month he is bound to pay the license fee 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 premise 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 premise 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 premise, without recourse to the Court of Law.

#### SCHEDULE

**Floor No II** admeasuring carpet area approx. 1444.7 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 area is bounded as follows...

On or towards East : Road

On or towards West : Plot No 97, House of Mr. Kunal.

On or towards South : Road.

On or towards North : “**ShivRatna**” Bungalow.

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 Proprietor**

**Mr.SANTRAM SAMBHAJI DESHMUKH.**

### (Licensee)

WITNESSES:

1]

2]