महाराष्ट्र MAHARASHTRA ◐ 2023 ◐ CD 621688

14 DEC 2023

अनुक्रमांक 52523 दि
मु.शु.क्रम 5001
दस्तावेज प्रकार लिज ऑन लायसेन्स करारनामा

दस्त नोंदणी करणार आहेत का ? होय/नाही

सिध्दीसाठी दर्शनि

मुद्रांक विकत घेणाऱ्याचे नाव

विभावरी संतोष
वय २७ वर्षे धंदा ना
ऑफिस अभिनव सेंटर
पो. सदर दुमाला.

प्रथम मूल्यांक लिपीक
कोषागार पुणे करिता

13 DEC 2023

Lease Deed

This agreement of Lease is made on this 21--- day of --12----2023 at PUNE.

BY AND BETWEEN

SMT. URMILA ANIL SANAS,

Age: 45 years, Occ: House wife

R/AT:22/1 Premnagar Co.Operative

Housing Society, Bibvewadi, Pune-41103

Hereinafter referred to as "the Lessor ", (which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors and administrators

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

AND

VASANTRAO SANAS EDUCATION

SOCIETY For school, named Green

Acres English medium school

Through Its

Authorized

Signatory

KUM. VIBHAVARI VASANTRAO SANAS

BY AND BETWEEN

SMT. URMILA ANIL SANAS,

Age: 45 years, Occ: House wife

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Authorized

Signatory

KUM. VIBHAVARI VASANTRAO SANAS

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Age: Adult, Years, Occupation: Business,

Address: R/at- 22/1 Premnagar Co

Operative Housing Society

Bibvewadi, Pune-411037

.....Hereinafter to be referred as the Lessee

(Which expression unless repugnant to the context or meaning thereof shall mean and include their representatives, heirs, executors, administrators, and assignees)

Party of the Second Part

WHEREAS the Lessor is absolutely seized and otherwise well and sufficiently entitled to property Sufficiently entitled to the lands bearing Survey No. 35, Hissa no. 1 Admeasuring 01h 55R Situated at Vadgaon Khurd , Pune Muncipal corporation more particularly described in Schedule-A hereunder written which is more particularly described in the Schedule hereunder and is hereinafter referred to as "the said Licensed Premises";

(Hereinafter called and referred to as the **'Demised Premises'** for the sake of brevity and convenience and which is more particularly described in Schedule hereunder.

AND WHEREAS pursuant to negotiations between the parties hereto, the **LESSOR** has agreed to give and **LESSEE** has agreed to take on Leave and License basis the Demised Premises with effect from **15/02/2023 till 15/02/2028** upon following terms and conditions which the parties now desire to record by executing this agreement.

AND NOW THEREFORE, THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **COMMENCEMENT**

That the **LESSOR** has granted and the **LESSEE** has taken on leave and license the demised premises for the period of **5 YEARS** beginning on **15/02/2023** and ending **15/02/2028**.

On the expiry of the term hereby created and subject to the observance and performance of the covenants, conditions and stipulations herein contained and on his part to be observed and performed, the Party may renew the lease of the said property for a further period as may be mutually decided between the parties and shall execute fresh document in respect thereof.

2. **LICENSE FEES**

The **LESSEE** shall pay to the **LESSOR** a monthly sum of **Rs. 5000/-** (Rupees five Thousand Only), as license fee for the use and occupation of the Demised Premises. The license fee for every month shall be paid in advance, on or before the **05th** day on a monthly basis for the use and occupation of the Demised Premises. Further provided that, there will be 5% increase in license fee every year which will start from 1st day of January every year.

3. SECURITY DEPOSIT

That the Lessee has paid an amount of Rs 10,000/- (Rupees Ten Thousand only) as a security deposit to the Lessor by Cash/ Cheque which will be refunded to the Lessee after the prescribed period of the agreement is over.

If any loss has been done to the demised premise by the Lessee then the Lessee will be liable for that loss and will have to pay for that loss. If the Lessee fails to repay the loss then the loss amount will be deducted from the deposit and the remaining amount will be refunded to the Lessee.

4. LICENSED USE

That the Licensed premises shall only be used by the Lessee for running the school named "Green Acres English medium school". The Lessee 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 Lessee at its own cost subject to normal wear and tear. The Lessee shall not do anything in the said premises which is or is likely to cause a nuisances to the other occupants of the said building or to the prejudice in any manner to The rights of Lessor in respect of said premises or shall not do any unlawful activities prohibited By State or Central Government.

5. **ELECTRICITY, WATER CHARGES, PHONE CHARGES & OTHER EXPENSES**

That in addition to the monthly compensation as aforesaid the **LESSEE** shall pay the telephone bills as per actual bills raised by the concerned service providers. The **LESSEE** shall similarly pay electricity/ generator charges, water charges as per the actual consumption and bills raised thereof. In case of any default on the part of **LESSEE**, **LESSOR** shall be entitled to recover any damages, costs and penalty, if any, levied by the concerned authorities, in addition to any charges the LESSOR may have to bear.

6. **SUBLETTING**

That the **LESSEE** shall not assign or sub-lets, sublicense the demised premises or part with possession thereof to any other person/s and shall use it exclusively for residential purpose.

7. **REPAIR of FIXTURES AND FITTINGS**

The **LESSEE** shall be responsible for keeping the Demised Premises in good habitable condition and shall replace any part wholly or partially damaged during the currency of this agreement at its own cost and expenses.

8. CIVIL, ELECTRICAL AND MECHANICAL WORKS

The **LESSEE** shall keep the Demised Premises in good and habitable condition during the term of this agreement and shall deliver peaceful and vacant possession thereof to the **LESSOR** on the expiry or sooner termination of this agreement. All day to day minor repairs, if any, shall however be carried out by the **LESSEE** at its own cost and expenses.

9. HOLDING OVER

That in case the **LESSEE** holds over or does not deliver possession of the Demised Premises on the expiry or sooner determination of the period fixed, the **LESSEE** shall continue to be liable for the payment of twice the agreed license fee, proportionate for the period, the **LESSEE** so remains in possession of the Demised Premises.

10. PERMANENT ALTERATION

That the **LESSEE** shall not be entitled to make any kind of permanent addition/ alteration in the Demised Premises, except

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that the **LESSEE** shall be entitled to install temporary detachable fittings and fixture subject to prior permission of the LESSOR & comply the rules & regulation of municipal state authorities as applicable from time to time and remove the same on termination of the Agreement, and the **LESSEE** shall restore the Demised Premises to its original condition.

11. INSPECTION

That the **LESSOR** shall be entitled to inspect the Demised Premises at all mutually agreeable and reasonable time. The **LESSEE** shall keep all fittings, fixtures, furniture, electric fittings, water connections, in good running condition.

12. FORFEITURE

That the **LESSEE** covenants with the **LESSOR**, that it shall be liable to forfeit all rights and interest under the present agreement, in case of breach of its covenant regarding parting with possession of the premises etc. in which case the **LESSOR** shall be entitled to resume occupation of the Demised Premises forthwith .

13. TERMINATION

This agreement can be terminated at the option of the parties by giving **2 month's** clear notice in writing by way of a registered A/D post, to the other or 2 month's Lessee fee in lieu thereof.

If the **LESSEE** shall fail to pay the agreed license fee to the **LESSOR** on the date or in the manner as agreed, the **LESSOR** shall be at the liberty to terminate this deed and shall be entitled interest at the rate 10% p.a. on the amount for the period of delay.

14. **POSSESSION**

That it is agreed and understood by and between the parties that the actual possession of the Demised Premises shall at all times be of the **LESSOR** and the **LESSEE** is merely granted permission to make use of the Demised Premises and leave it on the expiry of the term or as may have been renewed, extended or changed mutually by and between the parties. The **LESSEE** shall have a right to enjoy peaceful and undisturbed occupation of the Demised Premises, without any nuisance from the **LESSOR** or its agent.

15. **TENANCY**

That it is hereby distinctively understood and agreed by and between the parties that no right of tenancy is conferred upon the **LESSEE** by virtue of this agreement and no relationship of

landlord and tenant is either created and nor is it intended to be brought into existence under this agreement.

16. **ADDRESS FOR COMMUNICATION**

That any communication/ notices sent by the parties at the address mentioned in the Recital clause above shall be deemed to have been duly sent/ delivered/ received after seven days of the dispatch of such communication/ notice.

17. **RETENTION OF BILLS**

The **LESSEE** shall retain copies of all telephone, water, electricity, during the period of the present agreement, however copies of the same shall be provided upon request to the **LESSOR**. All original bills shall be handed over to the **LESSOR** on the expiry or sooner determination of the agreement.

18. **RENEWAL**

This agreement may be renewed at the option of the parties hereto on mutually agreeable terms and conditions by executing fresh Leave and licencee agreement to that effect.

19. **FORCE MAJEURE**

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Notwithstanding anything contained in this agreement, in the event that the Demised Premises during the Agreement is damaged by fire, tempest, storm, earthquake, act of God or any force majeure condition or demolished by the local authority or notice of demolition is issued by the competent authority, the agreement shall come to an end with immediate effect.

20. INDEMNITY

The **LESSEE** shall pay all dues such as stated hereinabove up-to-date and handover the Demised Premises to the **LESSOR** in the state in which the **LESSEE** took possession of the Demised Premises. Further in the event that the **LESSEE** does not pay the electricity charges, water charges, telephone bills etc. as stated hereinabove to be paid in accordance with the terms of the Agreement the **LESSEE** shall indemnify the **LESSOR** against any loss/ damage/ penalty or cost which may be incurred by the **LESSOR** which is attributed to such non-payment by the **LESSEE.**

21. JURISDICTION

All disputes and differences arising out of or in relation to this Leave and License agreement shall be subject to jurisdiction of Pune courts alone. The parties (the Lessor & the Lessee) do hereby mutually agree that any dispute arising out of the present agreement shall be referred to the sole arbitrator to be appointed by

the LESSOR and would be governed by the Arbitration & Conciliation Act 1996. The venue and seat of arbitration shall be Pune.

22. CUSTODY OF THE AGREEMENT

The original of this agreement will be retained with the **LESSOR.** and the duplicate copy with **LESSEE.**

23. REPRENSETATIONS AND WARRANTIES

The LESSOR and LESSEE acknowledge and admit that the other party has agreed to enter into this Agreement and proceed to enter into this Leave & License arrangement believing the warranties, representations and undertakings made by the other party as true. Accordingly, each party shall indemnify the other party and hold it harmless from and against any damages, deficiencies, losses, costs, liabilities and expenses (including legal fees and disbursements) resulting directly or indirectly from or arising out of any breach of any of the warranties and/or representations and/or undertakings given or made by such party.

IN WITNESS WHEREOF, the parties hereto have caused th agreement to be executed on the day, month and year first abo written in the presence of the following witnesses and in presence of each other.

SIGNED and DELIVERED by,

the within named **LESSOR**

SMT. URMILA ANIL SANAS

SIGNED and DELIVERED

the within named **LESSEE**

VASANTRAO SANAS EDUCATION SOCIETY For school, named

Green Acres English medium school

Through Its

Authorized

Signatory

KUM. VIBHAVARI VASANTRAO SANAS

WITNESSES:

1.

BEFORE ME

ADV. DANG SUREKHA KAWALRAJ
NOTARY
GOVERNMENT OF INDIA
REGD. NO. 15969
PUNE

2.

SCHEDULE - I

The lands bearing Survey No. 35, Hissa no. 1 Admeasuring 01h 55R Situated at Vadgaon Khurd, within the limitation of registrar district Pune, Sub District, Taluka Haveli, which is bounded as follows;

NOTARY
DANG SUREKHA KAWALRAJ
PUNE DIST (MH)
REGD NO 15969
EXPIRY DATE 24/11/2024
GOVERNMENT OF INDIA

On Towards the East: Main road

On Towards the West: Remaining Part of this survey no.

On Towards the South: survey no. 36

On Towards the North: Remaining Part of this survey no.