

Particulars	Amount Paid	GRN/Transaction Id	Date
Stamp Duty	Rs. 150.00/-	MH016989333202223E	18/03/2023
Registration Fee	Rs. 500/-	MH016989333202223E	18/03/2023

## LEAVE AND LICENSE AGREEMENT

This agreement is made and executed on 18/03/2023 at Saswad

Between,

1) **Name:** Shrimati Khavale Sharda Yashwant, Age : About 69 Years, Occupation : Housewife, PAN : GRAPK6120E Residing at: Block Sector:Vimannagar, Road:-, Pune City, Pune, Maharashtra, 411014

2) **Name:** Mr.Khavale Sachin Yashwant, Age : About 47 Years, Occupation : Business, PAN : ALLPK5244L Residing at: Block Sector:Viman Nagar, Road:-, Pune City, Pune, Maharashtra, 411014

3) **Name:** Mr.Khavale Sandip Yashwant, Age : About 48 Years, Occupation : Business, PAN : AIXPK9477C Residing at: Block Sector:Viman Nagar, Road:-, Pune City, Pune, Maharashtra, 411014

through his P.O.A. Mr. Khavale Sachin Yashwant, Age : About 47 Years, Occupation : Business Residing at: Block Sector:-, Road:-, Viman Nagar, Pune, Maharashtra, 411014

4) **Name:** Mrs Gaikwad Swati Satish, Age : About 50 Years, Occupation : Housewife, PAN : AOPPG4779D Residing at: Block Sector:Viman Nagar, Road:-, Pune, Pune, Maharashtra, 411014 through his P.O.A. Mr. Khavale Sachin Yashwant, Age : About 47 Years, Occupation : Business Residing at: Block Sector:Viman Nagar, Road:-, Pune City, Pune, Maharashtra, 411014

HEREINAFTER called 'the Licensors (which expression shall mean and include the Licensors above named and also their respective heirs, successors, assigns, executors and administrators)

AND

1) **Yashwant education and research academy (Sharada English Medium School Waghapur Tal. Purandar, Dist. Pune)**(Trust) Residing at: Block Sector:Waghapur, Road:-, Waghapur, Pune, Maharashtra, 412104

through Authorized Signatory Mr. Khavale Sachin Yashwant , Age : About 47 Years, Occupation : Business Residing at: Block Sector:Viman Nagar, Road:-, Pune, Pune, Maharashtra, 411014

HEREINAFTER called 'the Licensee' (which expression shall mean and include only Licensee above named).

WHEREAS the Licensors are 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 Licensors 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 01/03/2023 and ending on 29/02/2028, on terms and subject to conditions hereafter appearing.

AND WHEREAS the Licensors has agreed to allow the Licensee herein to use and occupy the said Licensed premises for his/her/their 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 Licensors 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 01/03/2023 and ending on 29/02/2028

**2) License Fee & Deposit:** That the Licensee shall pay to the Licensors License fee at the rate of Rs.1000(One Thousand Only) per month towards the compensation for the use of the said Licensed premises. This amount of monthly License fee amount shall be payable within first five days of the concerned month of Leave and License.

**3) 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 Licensors.

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

**5) 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 Licensors in respect of said premises or shall not do any unlawful activities prohibited by State or Central Government .

**6) 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 Licensors.

**7) 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.



**8) Inspection:** That, the Licensors shall on reasonable notice given by the Licensors to the Licensee shall have a right of access either by themselves or through authorized representative to enter, view and inspect the Licensed premises at reasonable intervals.

**9) Lock in period:** Both the parties have agreed to set a lock-in period of 5 months during which neither the Licensor shall ask the licensee to vacate the premises, nor the licensee shall vacate the premises on his own during the lock-in period. In spite of this mandatory clause, if the licensee leaves the premises for whatsoever reason, he shall pay to the Licensor license fee for the remaining lock-in period at the rate of agreed upon in the agreement. On the other hand, Licensor shall compensate the Licensee for loss and inconvenience caused to the Licensee if he has been asked to vacate the premises.

**10) 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 Licensors 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 Licensors as mentioned earlier.

**11) 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/her/their goods and belongings. In the event of the Licensee failing and / or neglecting to remove himself / herself / themselves and / or his/her/their articles from the said premises on expiry or sooner determination of this Agreement ,the Licensors shall be entitled to recover damages at the rate of double the daily amount of compensation per day and or alternatively the Licensors shall be entitled to remove the Licensee and his/her/their belongings from the Licensed premises, without recourse to the Court of Law.

**12) 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 and Licensor equally .

### 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. 1ST, Built-up :6000 Square Feet, situated on the GROUND Floor of a Building known as '-' standing on the plot of land bearing GAT NUMBER :1451 & 1452 & C.T.S. Number :601, Road: -, Location: WAGHAPUR, of Village:Vaghapur, situated within the revenue limits of Tehsil Purandar and Dist Pune



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.



Name & Address	Photo	Thumb Image	Digitally signed
<b>Licensors</b> <u>Shrimati Khavale Sharda Yashwant</u> <b>Address:</b> Block Sector:Vimannagar, Road:-, Pune City, Pune, Maharashtra, 411014			Not Available
<b>Licensors</b> <u>Mr.Khavale Sachin Yashwant</u> <b>Address:</b> Block Sector:Viman Nagar, Road:-, Pune City, Pune, Maharashtra, 411014			Not Available
<b>Licensors</b> <u>Mr. Khavale Sandip Yashwant, through his P.O.A</u> <u>Mr. Khavale Sachin Yashwant</u> <b>Address:</b> Block Sector:-, Road:-, Viman Nagar, Pune, Maharashtra, 411014			Not Available
<b>Licensors</b> <u>Mrs Gaikwad Swati Satish through his P.O.A Mr.</u> <u>Khavale Sachin Yashwant</u> <b>Address:</b> Block Sector:Viman Nagar, Road:-, Pune City, Pune, Maharashtra, 411014			Not Available
<b>Licensee</b> <u>Yashwant education and research academy</u> <u>(Sharada English Medium School Waghapur Tal.</u> <u>Purandar, Dist. Pune) (Trust)</u> through his Authorized Signatory Mr. <u>Khavale</u> <u>Sachin Yashwant</u> <b>Address:</b> Block Sector:Viman Nagar, Road:-, Pune, Pune, Maharashtra, 411014			Not Available
<b>Witness of execution of all executants</b> <u>Bhonde Kaustubh</u> <b>Address:</b> Block Sector:Kasba Peth, Road:-, Pune, Pune, Maharashtra, 411011			Not Required
<b>Witness of execution of all executants</b> <u>Mhetre Tushar</u> <b>Address:</b> Block Sector:-, Road:-, Fursungi, Pune, Maharashtra, 412308			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.



Type of Party, Name & UID	Date & Time of Admission	Date ,Time of Verification with UIDAI	Information received from UIDAI(Name,Gender,Aadhaar No,Photo)
<b>Licensors</b> Shrimati Khavale Sharda Yashwant	18/03/2023 05:06:09 PM	18/03/2023 05:06:34 PM	Sharda Yashwant Khavale, Female, XXXX XXXX 6692 
<b>Licensors</b> Khavale Sachin Yashwant	18/03/2023 05:07:50 PM	18/03/2023 05:08:39 PM	Sachin Yashwant Khavale, Male, XXXX XXXX 1540 
<b>licensor</b> Khavale Sandip Yashwant through his P.O.A. Khavale Sachin Yashwant	18/03/2023 05:09:36 PM	18/03/2023 05:09:46 PM	Sachin Yashwant Khavale, Male, XXXX XXXX 1540 
<b>licensor</b> Mrs Gaikwad Swati Satish through her P.O.A. Khavale Sachin Yashwant	18/03/2023 05:10:55 PM	18/03/2023 05:11:08 PM	Sachin Yashwant Khavale, Male, XXXX XXXX 1540 
<b>licencee</b> Yashwant education and research academy (Sharada English Medium School Waghapur Tal. Purandar, Dist. Pune) through Authorized Signatory Khavale Sachin Yashwant	18/03/2023 05:12:13 PM	18/03/2023 05:12:24 PM	Sachin Yashwant Khavale, Male, XXXX XXXX 1540 



<b>identifier for all</b>				
<b>executants</b>	18/03/2023	18/03/2023	Kaustubh Bhonde, Male, XXXX	
Bhonde Kaustubh	05:14:02 PM	05:15:09 PM	XXXX 8129	
<b>identifier for all</b>				
<b>executants</b>	18/03/2023	18/03/2023	Tushar Tanaji Mhetre, Male,	
Mhetre Tushar	05:16:50 PM	05:17:09 PM	XXXX XXXX 1463	

