

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE
HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA
INDIA NON JUDICIAL

NAGPUR TREASURY

VP 283095

10 OCT 2019

Stamp Head Clerk / St. Clerk

MAHARASHTRA

2019

NOTARIAL REG

ENTRY No. 32596

DATE 15/10/19



LEAVE AND LICENCE AGREEMENT

THIS DEED OF Leave and License' Is made at Nagpur on this 14th day of October 2019,

BETWEEN

Smt. TARABAI KARULAL KATRE, W/o Late Shri Karulal Katre aged about 62 Years, Occupation: Business, residing at Plot no. 88, Adiwasi Society, Wadi naka no 10, Near Shiv Mandir, Kachiment, Wadi, Nagpur, herein after referred to as the "LICENSOR" (which expression shall unless repugnant to the context or meaning thereof, mean and include the Licensor his/their/her heirs, executors, administrators and assigns etc.) of the FIRST PART.

AND

SUMANTAI WASNIK INSTITUTE OF NURSING, having its office at Shivpriya Nagar, Dabha Kh. No. 142/2, Run by Indian Youth Welfare Multipurpose Society Nagpur having its Registered office at 365 Gandhi nagar, Nagpur 440010, through its Chairman Dr. Dipti W/o Amitankar Saxena (Wasnik), aged about 60 years, Occupation: Private Work, R/o Plot no 40 East Narkesari Layout Jaiprakash Nagar Khamla, Nagpur 440023 - hereinafter referred to as the "LICENSEE" (which expression shall unless repugnant to the context or meaning thereof, mean and include the Licensee his/their/her heirs, executors, administrators and assigns etc.) of the SECOND PART.

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तारबाई कारुलाल कटरे

WHEREAS , the Licensor owns and Possess all that R.C.C. Superstructure comprising Apartment Constructed Plot No. 40 Anarutbhavan, Santoshi layout, dhabha, Nagpur 440023 covering a **Super built up area of 7200 Sq.ft.**, in the within the limit of Nagpur Municipal Corporation , in Ward No.68 in Tahsil- Nagpur (Urban) And District – Nagpur,(more particular described in the schedule hereto), hereinafter referred as the **LICENSED PREMISES** :

AND WHEREAS the Licensor has purchased the said Licensed Premises for opening his own residential purpose but as the place of employment of licensor is far away from the place of Licensed Premises, they therefore intended to let off the said Licensed Premises on leave and license basis for.

AND WHEREAS as the licensor is desirous and interested of taking the said Licensed Premises for residential purposes of the girl students of the said Nursing Educational Institution and has approached and expressed their desire and willingness to the Licensor for permission for using the Licensed Premises for a period not exceeding only and after due deliberations, discussion and negotiation , the licensor herein agreed for permission for using the said Licensed Premises **for a period not exceeding thereof on monthly License Fee of Rs 25,000/- (In words Rs. Twenty Five Thousand only) per month** and one time adjustable refundable interest free security deposit of Rs .75,000/- (Rs Seventy Five Thousand only) and 03 Months of advance rent of Total Rs. 75,000 only upon certain terms and conditions which are as follows :-

AND WHEREAS the parties hereto are desirous of recording of said terms and conditions.

NOW IT IS AGREED BY BETWEEN THE PARTIES HERETO AS FOLLOWS:

The Rent will be increase to Rs. 30,000/- per month from 01 Nov 2020 and there after will be increased @10% every year.

01. The Licensor grants leave and license to the Licensee to occupy and use the Licensed Premises for a period of commencing from the 1st November 2019 to 31st October 2026.

02. The Licensor shall, in consideration of the license hereinabove the provided, pay to the Licensor a monthly Licensee Fee Rs. 25000/- (In words Rs. Twenty Five Thousand only) that is to say on or before 7th day of every subsequent calendar month without deducting and taxes or TDS in cash.

03. The Licensor has agreed to allow the Licensee's female students (Total 26+2 Staff members) to use and occupy the said premises temporarily for a period of residential purposes only.

4. The Licensor represents on which the Licensee relies that there is no court case pending in any court in India so as to prejudicially affect the license granted to the Licensee for the entire duration of the agreement and the Licensor has good and valid power and authority to grant this license to the Licensee and to arrive at all suitable agreements as carried herein, in respect of the said premises or pertaining with the license, and has paid all past, present and future rates, taxes, cesses, assessments, charges, Government, Municipality or any other local or public body or authority in respect of the Licensed premises.

5. The parties hereto have agreed that the Licensee shall be entitled to revoke/determine/terminate the agreement by giving six month notice in writing without assigning any reasons whatsoever. The Licensor may also terminate this agreement with three month notice in writing in case the Licensee fails to pay the License fee and/or on material breach of any terms or conditions of this agreement by the Licensee.

6. The Licensee shall pay all charges of electricity, water charges used by them, whereas all the Nagpur Municipal Corporation taxes, levies will be born by Licensor @ 25 % and licensee @ 75 % and monthly maintenance, outgoings, and other charges payable for ownership of the said Licensed Premises shall be borne by the Licensee alone.

7. The Licensee has paid to the Licensor a sum of Rs. 1,50,000/- (Rs One Lakh Fifty Thousand only) in case of security deposit (Rs 75,000 Seventy five thousand Only) and advance Rent (Rs 75,000 Seventy Five Thousand Only) The said security deposit of Rs 75,000 Seventy Five Thousand) shall not carry any interest and shall continue to remain with the Licensor as security for due observance and performance of this Agreement by the Licensee. Such deposit to remain with the Licensor throughout the tenure of this Agreement. On the expiry or sooner termination of this Agreement, the Licensor shall forthwith refund the entire amount of the security deposit to the Licensee against which the Licensee shall hand over vacant possession of the said licensed premises. The Licensor shall be entitled to deduct from security deposit such amount being the amount towards the damages, losses caused by the licensee to the said premises and the quantum shall be determined by the licensor only.

8. 30 days prior to the expiry of the license period or preferably earlier, it shall be the Licensor's responsibility to call the Licensee for a joint inspection of the said premises and inform the Licensee about any repair that has to be carried out (normal wear and tear expected) in order to enable the Licensee to carry out the same before the expiry of the license so that the Licensee is ready to hand back the said premises and the Licensor is ready to refund the said security deposit on the expiry date without delay. In the event the Licensor refunds the Security Deposit amount by way of a cheque, the Licensee shall hand back possession only on the cheque being cleared by the bank. In the event the Licensor



V. Saxena

refunds the Security deposit amount by way of pay Order/ Demand Draft of a reputed Nationalized or Scheduled Bank, the Licensee shall hand back possession immediately.

9. The Licensee shall use the Licensed premises with due care caution and shall keep and maintain the Licensed premises and effects therein in good order and condition and upon the termination of the License, shall leave the same in as good condition, as they were in on the date of License and made compensation for any damage done (reasonable wear and tear and loss or damage by fire accident, irresistible force or act of God expected).

10. The Licensor further agree that in the event of termination of the license, by efflux of time in accordance with this presents, the Licensee shall be allowed a period of ten days from the date of termination of this License agreement to vacate and handover peaceful possession of the Licensed premise, without prejudice to any of the terms and conditions of the Licenses Agreement.

11. The Licensee shall use the Licensed premises for the residence of female students of the said Nursing Educational Institution for their day to day use and stored in the Licensed Premises shall be under the sole ownership of the Licensee and the Licensor shall not do anything to the articles stored by the Licensee, which shall prejudice the rights of the Licensee over the same. The Licensor or any other person or persons, on behalf of the Licensor shall not create any hindrance and/or obstruction for storing those household articles.

12. The Licensee shall not make any structural alterations, modifications or additions to the licensed premises, without the consent of the Licensor, which the Licensor shall not be unreasonably withhold.

13. The Licensor states that the said licensed premises is in good structural state and in safe and sound for habitation and storage and if any leakage, seepage, defects, malfunction, fault and flaws (hereinafter referred to as the "Defects") appears in the structure of said Licensed premises during the subsistence of the license period or its renewals and defects are not due to any fault of the Licensee or any of its staff then the Licensee shall in writing bring this defects to the notice of the Licensor, who shall at its own cost, repair the defects within 15 days of such defects being brought to his notice failing which, the Licensee shall get the defects repaired and deduct the expenses for such repairs from the License fee payable to the Licensor. In case, the expenses on such repairs incurred by the Licensee exceed the amount of license fee payable to the Licensor, the Licensee shall continue to occupy the Licensed Premises without payment of any license fee or other charges and this will not amount to breach of terms by the Licensee, nor the Licensee shall be considered as trespassers,.



S. Sanku Saxena

14. The Licensor or their agents or authorized representatives, employees, contractor/Sub-contractors shall be entitled to inspect the premises at day time by giving one day prior notice to the Licensee which shall not be denied by the Licensee.

15. The License in respect of the said premises shall stand terminated subject to other terms and conditions upon the expiry of the period of i.e. on 31st October 2026.

16. Notwithstanding anything herein mentioned, on the expiry of this the License Agreement for any reason and the Licensee being ready and willing to remove itself from the Licensed premises, but the Licensor is not a position to refund the deposit amount, in the event, the Licensee shall be entitled and liable to refund the said deposit together with interest @24% per annum.

17. The Licensor agrees and undertake that the title of the said licensed premises is clear and free from all encumbrances and no encumbrances of any nature will be created on the license premises during the existence of this agreement. the Licensor also agrees that it shall indemnify and keep indemnified the Licensee to the fullest extent of any loss or damage suffered or incurred by the Licensee due to any act the Licensor otherwise than what has been mentioned and agreed by the Licensor hereinabove.

18. If at any time during the License period or extension / renewal thereof the said premises are destroyed/ damaged and rendered unfit for use and habitation in that case, the License granted under this agreement shall stand terminated and the security deposit shall become refundable within a one month period of the said destruction/damage, which shall be paid by the Licensor without any delay or demur.

19. Nothing contain herein shall be construed as creating any right, interest, Easement, Tenancy or Sub-tenancy in favor of the Licensee in or upon the licensed premises or transferring any interest therein in favor of the Licensee other than the permissive right or use hereby granted or as entitling the Licensee to possession of the Licensed premises. The Licensor shall be in exclusive possession and full charge and control of the licensed premises. The Licensor shall be in exclusive possession and full charge and control of the license premises at all times. it is the express intention of the parties hereto that this Agreement shall be a mere licensee and the Licensor shall at all times have free and unobstructed access to the licensed premises.

20. The Licensee shall take and shall be responsible for all the required consents and permissions from the concerned authorities as may be required for taking the said licensed premises on leave and licensee basis to the Licensee and shall not do anything so that the consent obtained shall be withdraw/ cancelled/ revoked.

21. This agreement shall for all purpose be subject to the Jurisdiction of Courts at Nagpur.

22. All stamp duty, Registration Charges and other out of pocket expenses payable on this registration of this agreement agreed to be borne by the Licensee only, but due to some unavoidable circumstances they are not able to pay the same now and will be registered in due course. The Licensor shall not be at all held responsible for any civil or criminal liability for non-registration of this deed. The Licensor should attend the office of the Sub-Registrar of Assurance as and when required by the Licensee to register the Agreement.

23. It is agreed between the parties hereto that if the compensation/Licenses fees payable hereunder for the use of the said premises of any part thereof shall remain unpaid for a period of 15 days after the same has become due (whether demand or not) or if any of the terms and conditions herein contained shall not be performed or observed then and in any of them and in any of the said event/s it shall be lawful for the Licensor or any of the persons duly authorized by him to give a written notice calling upon the Licensee to rectify the breach within the period of 15 days. If the Licensee failed to rectify the said breach within 05 days from the date of notice the License granted shall automatically stand terminated notwithstanding anything to the contrary herein and upon such termination the Licensor or his authorized representatives/s shall be at liberty to enter upon the said premises for that purpose to break open any doors, locks or bolts to get entry into the said premises and thereupon the Licensee and/or its student occupying the said premises shall remove themselves with all their belongings from the said premises and shall hand over quiet, peaceful and vacant occupation of the said premises to the Licensor or his representatives. It is distinctly agreed between the parties that such action taken by or on behalf of the Licensor to upon the said premises in the manner aforesaid shall be valid and lawful and the Licensee shall raise objection thereto or question the same in any court of law.

24. Upon the termination of the license hereby created or sooner determination thereof, the Licensee and his family members and servants shall forth with remove themselves together with their furniture, fixtures and belonging and shall hand over quiet, vacant and peaceful occupation of the said premises to the Licensor and if the Licensee and family members and servant continues to occupy the licensed premises after the termination and/or determination of the License hereby granted then and in such an event the Licensee shall do so as a trespasser and will be liable to ejection proceedings and so also for criminal proceedings . It is hereby agreed that until the vacant occupation of the said premises is handed over to the Licensor a sum of Rs.1000/- (Rupees One Thousand Only) per day by way of the said premises.

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25. The Licensor shall retain the original keys in respect of the said premises and duplicate keys in respect of the said premises shall be with the Licensee after execution of this agreement. The Licensee shall not change the lock on the main entrance door or other doors of the said premises.

26. The Licensee has inspected the area of the said licensed premises, which is approximately having **total super built up area of 7200 Sq.ft.** the Licensed premises comprise of entire Third Floor.

27. That the Licensee has satisfied that the license fees agreed between the parties hereto is the fair market license fees.

28. That in the event of breach of any of the conditions and covenants to be observed and performed by the Licensee, the license may at the option of the Licensor stand determined and in such event the Licensor shall be entitled to re-enter into the licensed premises and repossess the same as the former estate without prejudice to his right to recover all arrears of fees and damages for breach of such conditions and covenants.

29. In case of any mishap or untoward incidence occurs with Residents of the Hostel the licensee will be responsible for its disposal.

30. That it is agreed by the licensor that within 15 days the remaining work of building construction/completion that is flooring, electric fitting, water connection etc. and building of boundary wall for the said premises will be completed.

31. The building will be hand over for possession to the licensee after completion of the above work.

SCHEDULE

At Dabha Talathi Halka no- 07 board of revenue inspectors Nagpur tahsil,
District Nagpur at Kha no No. 20/1 land Jay out Plot no 40 {Forty} and open pace registry
your selling

Plot no 40 {Forty} Length – Width

Length East West 50 Fit

Width North South 30 Fit

Total area 7200 Fit

Mitar Hissapurn

Chatursima

East :- Road

West :- Plot no 27

North :- Road

South :- Plot no 41

Chatursima under plot no 40 (Forty) and open space hissapurn

AND WITNESS where of the Licensor and the Licensee have here to set their respective hands and signed this deed of sale out of free consent, without any undue influence or coercion and after understanding its contents completely which were read over and explained to them /us in vernacular i.e. in Hindi and Marathi, at Nagpur in presence of the following attesting witnesses signatory as such on the day, month and year first above written.

WITNESSESS:-

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1) RAMESH KARULAL KATRE

S/O LATE KARULAL KATRE

[Handwritten signature]

2) SUNITA DINESH SARNAGAT

D/O LATE KARULAL KATRE

[Handwritten signature]

LICENSOR.

(Smt. TARABAI KARULAL KATRE)

W/O LATE KARULAL KATRE

LICENSEE

SUMANTAI WASNIK INSTITUTE OF NURSING,

Through its Chairman

[Handwritten signature]

(Dr. Dipti Amitankar Saxena (Wasnik))



ATTESTED

[Handwritten signature]
15/10/19
Mrs. CHANCHAL KHURANA
Advocate & Notary
Resl./Off. H/No. 410/3, Mecculbagh

