

महाराष्ट्र MAHARASHTRA ◑ 2024 ◑ 22AB 612870

अ.क्रं. 5653 दिनांक 20.09.2024 किमंत 100/-

कारण करारनामा

हस्ते राहुल मारोतराव मोरे

कोणाकरिता Amrut Developers

प्रदिप दादाराव दौंड
मुद्रांक विक्रेता परवाना क्रं.3101042
रोकडिया हनुमान कॉलनी,
छत्रपती संभाजीनगर.

जिल्हा कोषागार कार्यालय छ.संभाजीनगर
18 SEP 2024
मुद्रांक शुल्क लिपीक
ब.को.अ. छत्रपती संभाजीनगर

LEAVE AND LICENSE

This Leave and License is made and executed at Chh. Sambhajinagar on this 20th day of September, 2024.

BETWEEN

AMRUT DEVELOPERS
Partnership Firm of (PAN: AAKFA6857B)
Having its Registered Office At:
R/o: Office No. 207, Labh Chambers, Station Road, Chh. Sambhajinagar-431001.

Through its Partner;
Mr. Vijay S/O Ramdas Sakarwar
Age: 48 Years, Occ. Business,
R/O.: Office No. 207, Labh Chambers, Station Road, Chh. Sambhajinagar-431001.
Hereinafter referred to as **LICENSOR OR PARTY OF FIRST PART**
(Which expression unless be repugnant to the context or meaning thereof be deemed to include all their members, heirs, successors, executors, administrators, assigns etc.), of the **FIRST PART.**

AND

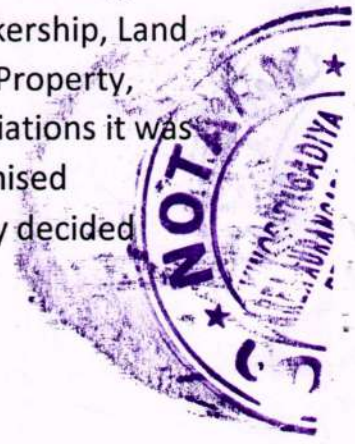
M/S.M S M INFRA
A Partnership Firm of (PAN: ABXFM0703C)
Having Its Registered Office At:
R/o: Office No. 207, Labh Chambers, Station Road,, Chh. Sambhajinagar-431001.

Through its Partner;
Mr. Balaji Chandrabhan Patil
R/o. 23, Aradhana Housing Society,Town Center, CIDCO, Chh. Sambhajinagar-431003.
Hereinafter called the LICENSEE OR PARTY OF SECOND PART
(Which expression unless be repugnant to the context or meaning thereof be deemed to include the company, all his heirs, successors, executors, administrators, assigns etc.) of the other part.

PROPERTY DESCRIPTION

WHEREAS the LICENSOR is the owner and possessor of Office. No. 207, Labh Chambers, Station Road, Chh. Sambhajinagar-431001 which is being given on Leave and License basis by way of this agreement and the shop being given on leave and license shall hereinafter be referred to as the "Demised Property" for the brevity's sake.

AND WHEREAS, the Licensee herein is interested in taking the Demised Property on leave and license for running his business activities of Plotting, Builders and Developers, Construction, Real Estate Trading & Brokership, Land Development with Road, Water, Electricity, Boundary, Leasing of Property, approached the Licensor with its proposals and on detailed negotiations it was decided by the Licensor to give on leave and license basis the demised property to the Licensee on certain terms and conditions mutually decided between the parties which are as follows:



NOW THIS LEAVE AND LICENSE DEED WITENESSETH AS UNDER:

PERIOD OF LEAVE AND LICENSE

1. That, the period of Leave and License shall be for 36 months starting from 13/01/2023 and expiring on 12/01/2026 and the Licensee shall occupy the demised premises on Leave and License basis for the above period.

COMPENSATION/RENT

2. The licensee shall pay Rs. 1,000/- (Rupees One Thousand Only) per month as and by way of monthly compensation/rent for the use of the said demised property in advance on or before 10thof every month.

SIGNAGE SPACE

3. The Licensee shall be allowed to use the available signage space on the front side of the demised property.

MAINTENANCE OF THE PREMISES

4. The Licensee shall keep the said demised property in good condition and shall not cause any nuisance and shall refrain from doing in day or night any act, which might be objectionable to the Licensor or the neighbors.

RESTRICTION OF SUB-LETTING

5. The Licensee shall not keep, permit or allow anyone else to use the demised property or grant license to any other person to use and occupy or sublet nor shall transfer or assign the benefits of this agreement to any other person or persons.

LEGAL BUSINESS

6. The Licensee has intimated that it shall use the demised property for running its business activity of Plotting, Builders and Developers, Construction, Real Estate Trading & Brokership, Land Development with Road, Water, Electricity, Boundary, Leasing of Property and the Licensee shall carry the said activities in such a manner that It should not create any nuisance, any trouble and hindrance to the neighbors. Similarly, the Licensee should strictly observe the rules and regulations of Chh. Sambhajinagar Municipal Corporation, Police and all other government and local authorities.

TERMINATION

7. That, the Leave and License shall be automatically terminated immediately after the expiry of the license term i.e. 36 months and Immediately after that or on earlier revocation, and/or vacation, of said premises, as herein provided the Licensee shall remove itself together with all its articles/things, and handover the demised property to the Licensor, peacefully, and without any let/hindrance, in good order and condition (normal wear and tear expected).

TERMINATION PRIOR TO THE LICENSE PERIOD

8. That, either of the party to this Leave and License shall be entitled to terminate this Leave and License earlier than the period stipulated hereinabove, the desiring party shall give two months' notice in writing to the other party of such intention and accordingly the said agreement shall remain terminated on expiry of the notice period. However, the parties have decided that the license shall have a lock-in- period of 6 months. As such the option for termination can be exercised by either party only after the expiry of the decided lock-in-period.

BREACH OF TERMS & CONDITIONS

9. That, in case the Licensee commits default in payment of the monthly COMPENSATION/RENT payable by him as aforesaid for two consecutive months, or commits breach of any of the terms/conditions/covenants of THIS LEAVE AND LICENSE, without having to refer the matter to any court of law, or

any other authority, the Licensor shall be at liberty to cancel this agreement and take back the possession of the demised property.

AS IS WHERE AS BASIS

10. That, the Licensee hereby confirms that the demised property shall be occupied by him (Licensee) on "AS-IS-WHERE-IS" basis, and that therefore, any relevant laws/rules to the contrary notwithstanding, It (LEAVE AND LICENSE) shall not during the period of this Leave and License, or thereafter, demand or require from the Licensor any addition/alterations/repairs/renovations, of the PORTION or the demised property, which, if required by the Licensee, shall be carried out by the Licensee at its own cost, subject to obtaining prior permission from the Licensor.

UNDERTAKING BY THE LICENSEE

11. That the Licensee does hereby agree/undertake that himself, his staff and visitors, shall:-

a. Take all reasonable care of, all and singular, the demised property and the PREMISES, and shall indemnify the Licensor from and against any damage/loss (other than by ordinary wear and tear by reason of normal use/occupation thereof), and it shall not do any act or thing which may cause any harm/damage to the PORTION or the PREMISES and shall take proper care of the same as he would take in case of its own property and belongings, and shall always keep the PORTION and the PREMISES in a clean/habitable decent/sanitary condition, free from waste/rubbish.

b. Not do/cause/suffer to be done, any act/deed, in or about Demised Property which is illegal/improper/indecent/immoral or which may expose the Licensor to any damage/loss/harm, due to any legal/Government's action, or any action by the person's so affected.

c. The licensee shall allow the licensor or its representatives at all the times during normal business hours to enter and inspect the demised property.

GENERAL MAINTENANCE AND TAXES

12. The licensor shall bear and pay the property tax of the demised property. Apart from this, all the taxes, duties, cessetc. of any nature levied by government, local authority or any other authority including the Service Tax, GST shall be borne and paid by the Licensee. Further, the Licensor shall provide one electric meter in the demised premises and the licensee shall be entitled to use the electric meter to be installed in the demised property. The Licensee shall bear the expenses of electricity bill for separate connection at actuals as per the bills raised from time to time by the respective authority/department.

SANCTIONS/APPROVALS/CHARGES

13. It is specifically decided between the parties that responsibility of obtaining all the sanctions, licenses and other approvals required for running the activity shall be on the licensee and the charges for the same shall be borne and paid by the licensee.

REGISTRATION

14. That the Licensee shall get this Leave and License Deed registered from the Licensor within one month from the date of these presents and that all the expenses of stamp duty, registration etc. in respect of Leave and License Deed shall be borne and paid by the Licensee.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREINTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THIS DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

(SIGNED, SEALED AND DELIVERED)
By the within named "LICENSOR"
FOR AMRUT DEVELOPERS
Through its Partner

Mr. Vijay Ramdas Sakkarwar



(LICENSOR)

(SIGNED, SEALED AND DELIVERED)
By the within named "LICENSEE"
FOR M/S M S M INFRA
Through its Partner

Mr. Balaji Chandrabhan Patil



(LICENSEE)



WITNESS
1.Mr. Vicky Bharat Nihalani

Age: 35 Years,
Add: Sindhi Colony, Chh.Sambhajinagar

2.Mr. Satish Haribahu Gaikwad

Age: 31 Years,
Add: Rahulnagar, Chh.Sambhajinagar

NOTARY ★ INDIA ★ GOVT. OF
VINOD BAGADIYA
AREA AURANGABAD DIST.
REG.No.5042
EXP.DT.27/03/2023

ATTESTED
24-9-2020
ADV. VINOD BAGADIYA
NOTARY GOVT OF INDIA
ADV. VINOD BAGADIYA
B.Sc., LL.B
NOTARY, GOVT. OF INDIA
Ganpati Galli, New Balaji Nagar
Jalna Road, Aurangabad.
Regd. No. 5042