

महाराष्ट्र MAHARASHTRA

2020

NAGPUR TREASURY  
YF 326829  
20 SEP 2021  
Stamp Head Clerk / Sr. Clerk

## LEAVE AND LICENCE AGREEMENT


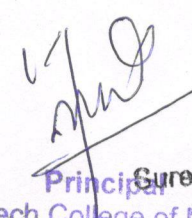
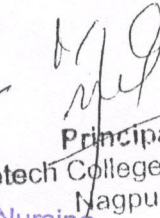
THIS INDUNTURE OF LEAVE AND LICENCE AGREEMENT is made at Nagpur on this 1<sup>st</sup> day of November 2021.


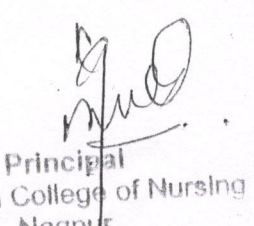
BETWEEN

Mr. SUNNY ARICK ABRAHAM / ALEYKUTTY ARICK ABRAHAM, aged about \_\_\_ years, R/o. 108, Girish Height Apt, Near LIC Square, Kamptee Road, Nagpur 440001 Contact No. 9822641464, 07122548347 hereinafter call the "LICENSOR" (which expression shall always means and include the said "LICENSOR" his legal heirs, successors, executors, administrators and assignees) of the ONE PART.

AND

Dr. RAJENDRA DESHMUKH, aged about 77 years, R/o. 13A, Banerjee Marg, Dhantoli, and Nagpur. Mob. No. 9822465988 hereinafter called and referred to as the "LICENSEE" of the OTHER PART.

  
  
  
Principal  
Suretech College of Nursing  
Nagpur.

  
  
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Suretech College of Nursing  
Nagpur.

WHEREAS the LICENSOR is the absolute and exclusive owner of admeasuring 117.91 Sq.mt. on 5<sup>th</sup> Floor, Flat No. C-2/501, Sahara City Homes, Wardha Road, Jamtha, Nagpur.

On the East :

On the West :

On the North :

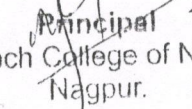
On the South :

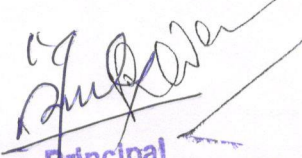
AND WHEREAS the LICENSOR intends to give the said apartment on reasonable license fee on the payment of license fee on the basis of leave and license;

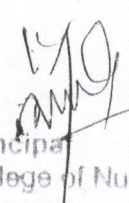
AND WHEREAS the LICENSEE intends to use the said flat on the basis of leave and license on payment of license fee. Therefore after due negotiation, the parties to this DEED have agreed as under;

1. The LICENSOR shall grant leave and license of admeasuring 117.91 Sq.mt.. Situated on 5<sup>th</sup> Floor, Flat No. C-2/501 to the LICENSEE for residence purposes (Nursing Students of Suretech College of Nursing) on a monthly license fee of Rs. 10,300/- (Rupees Ten Thousand Three Hundred Only) of all amenities (Furniture & Fixture) and which shall be including Maintenance Charges & Corporation Tax and Other taxes. The Licence fee shall be exclusive of Electricity Charges on the licensed premises. The License fee shall also be exclusive of Electric Consumption.
2. The License shall commence on the 1<sup>st</sup> day of each English Calendar month and expire on the last day of the month. The LICENSEE will make Deposit of Rs.20,000/-(Rupees Twenty Thousand Only) by Cheque No.749764 Bank SBI,Somalwada, Nagpur Date. 03/12/2020 to the LICENSORS without having any interest, which is refundable after vacating the said flat.
3. The Leave and License Agreement period start from Dt. 1<sup>st</sup> November 2021 to 30<sup>th</sup> September 2022. (11 Months only). The license is created only for residential purpose of Licensee's Nursing Students of Suretech College of Nursing. The licensee shall pay the monthly rent on & before 10th every month.
4. The period of License shall initially be for a term of 11 Months. That during the said term, the monthly license fee shall be enhanced by 3% completion of 11 months of license fee for next 11 months would Rs. 10,610/- p.m.




  
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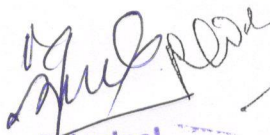
  
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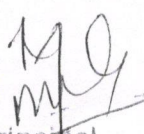
  
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5. The **LICENSOR** shall be entitled to terminate the leave and license any time during the term of license by giving on month prior notice to the **LICENSEE** and if the **LICENSEE** intends to vacate the licensed premises any time during the period of license, then it shall be obligatory on the **LICENSEE** to give one months prior notice or else the license fee equivalent to one months shall be payable by the **LICENSEE** to the **LICENSOR**
6. That during the term of license, the licensee shall not be in exclusive possession of the licensed premises and the licensor shall always be presumed to have retained his physical possession of the licensed premises.
7. The **LICENSEE**, shall use the licensed premises without causing nuisance to the neighbours. The **LICENSEE** shall not do or cause to be done any act, which is forbidden by law.
8. The **LICENSEE** shall not handover or part with the possession of the licensed premises during the term of license to any third person without written consent of the **LICENSOR**. Similarly, the **LICENSEE** shall not induct any other person, firm and institution in the licensed premises without the written consent of the **LICENSOR**.
9. The **LICENSEE** shall keep the licensed premises clean, in good habitable condition. The licensor aged to minor repairs i.e. Painting, Cleaning etc. at the time of possession and in good repairs during the term of leave and license.
10. The **LICENSEE** shall not erect any permanent structure or alter the existing structure of the licensed premises without the written consent from the **LICENSOR**.
11. The **LICENSOR** shall agree to use common parking with in parking premises
12. The **LICENSEE** shall not store any hazardous articles in the licensed premises, which may cause any nuisance and damage to the entire building.
13. That in case the **LICENSEE** omits or fails to deliver vacant possession of house to the **LICENSOR** on expiration or sooner determination of the Agreement. The **LICENSEE** shall be liable to pay the **LICENSOR** as damages for use and occupation a sum equivalent to the double amount of rent for the period of continued occupation for the **LICENSEE** or any other person on his behalf till the date of recovery of the possession of the house by the **LICENSOR**.



  
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14. Any breach by the **LICENSEE** of any of the conditions of this deed would entitle the **LICENSOR** to terminate the leave and License to the **LICENSEE**.

15. The agreement charges of Leave & Licence would be payable in equal proportion by the **LICENSOR & LICENSEE**.

IN WITNESS WHERE OF THE PARTIES hereto have executed these presents the day and year here and above written.

WITNESSES:

1. A.D. Abraham

LICENSOR  
A.D. Abraham

(Mr. SUNNY ARICK ABRAHAM /  
ALEYKUTTY ARICK ABRAHAM).

2. [Signature]

LICENSEE

[Signature]

(Dr. RAJENDRA DESHMUKH)

President

Suretech College of Nursing

[Signature]  
Principal  
Suretech College of Nursing  
Nagpur

[Signature]  
Principal  
Suretech College of Nursing  
Nagpur.