

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

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जोडपत्र-२/Annexure-II

मुद्रांक विक्री नोंदवही अनुक्रमांक : 15314

दिनांक : २०/०९/२०२१

दस्ताचा प्रकार : कसला

दस्त नोंदणी करणार आहेत का :- होय/नाही

मिळकतीचे थोडक्यात वर्णन : ---

मुद्रांक विकत घेणाऱ्याचे नाव : प्राचार्य ज्येष्ठ सेकेंडरी स्कूल

हस्ते असल्यास त्याचे नाव, पत्ता : के.के. डोंगरे

दुसऱ्या पक्षकाराचे नाव : ---

मुद्रांक शुल्क रक्कम 900/-

सही

विलास रमेश्वर ताटे

मुद्रांक विक्री क्र. - ३१



PROFORMA FOR LEAVE & LICENCE AGREEMENT

Leave and licence agreement to be executed between **Chief Engineer** Thermal Power Station, MSPGCL Parli-Vaijnath And Thermal Power Station Colony Parli Vajnath

Dist Beed for running a BHEL Secondary School

Boards land / TPS Colony, Parli-Vaijnath .

An agreement made this 18th June 2021

between the **MAHARASHTRA STATE POWER GENERATION COMPANY LTD.**, A body constitution by the Govt. of Maharashtra Under Section-1 of Electricity (Supply) Act 1984 by its having its branch office at any in the state Of

Maharashtra hereinafter called the "Licensor" of the one part and the BHEL Secondary school Dist. Beed in the state of Maharashtra hereinafter the "Licensee" of the other part.

etc:

WHEREAS the licensor is the owner of an the property and possessed of the Shop No
OTA No. School in New TPS Colony consisting of (
rooms proximal
measuring _____ sq.Ft areas.

AND WHERE the license above named licensor aforesaid for allowing the Licenses the
used occupation of the portion of the said building for the purpose of running a
BHEL Secondary School in the Colony exclusively for the
employees of the licensor and for no
other purpose what so ever for a temporary period of commencing with
1st June 2021 to 31st May 2026 on Leave and Licence
basis.

AND WHEREAS the Licensor has agreed and granted the Licence leave and licence
to use the said portion the building at the monthly compensation for the period and atrlctly
upon terms and conditions agreed upon set out below.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-

1. Leave and licence is granted to occupy and use said portion of the Shop No / OTA No _____ situ Survey No. _____ (Hereinafter called the ' said premises) for the temporary period of 1st day of 1st June 2021 and ending on 31st May 2026
- 2) The Licensee shall during the period of licence pay to the Licensor a sum of Rs 100/- (Rs.In Words One Hundred only -)
- 3) _____ month as accompanists for temporary use and occupation of the said premises running BHEL Secondary School The said compensation shall be paid by the Licensee the Licensor in advance on or before the 1st day of each _____ English Calendar month.
- 4) a) Besides the aforesaid compensating of Rs 100/- (Rs. In Words One hundred -) Period the Licensee shall also pay electricity charges for option, of electricity as per the Maharashtra State Power Generation Company Ltd. Rules and a rate fixed by the Company from time to time.
- b) The Licensee shall abide by the rules and rogation of MSPGCL the local authority or any other authority as the case may be.
- c) The Licensee shall have no right whatsoever the said premises as tenant, sub tenant and /or lease.
- d) The leave and License granted to the Licensee is strictly for the use for running

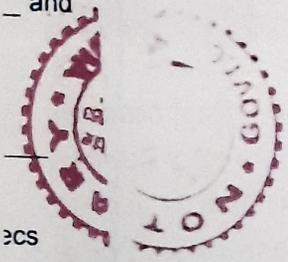


a BHEL Secondary school

and the Licensee shall not allow any person or persons to carry on or permit to be carried on any other trade or business in the said premises or occupation there of in any other way what so ever. The use of the said premises by the Licensee being under the permission and license of the Licensor, shall have right what so ever to create any sub-license or assignment in favor of any person during the continuance of this agreement.

- (e) The Licensee shall keep the said premises together with fitting in good proper condition and not keep or store any goods of conflagrable and inflame nature.
- (f) The Licensee shall be responsible and Licensee to pay the Licensor all the costs, expenses or for any loss or damage caused due to this negligent a the period of the license and shall keep the licensee demnified in respect thereof
- (g). The licensee shall use said premises in a reasonable manner for the purpose for which has been licensed with out being a nuisance or anyoyance and carrying neces sary maintrance work.
- (h) The Licensee shall not assign its interest in said premises any part thereof to any individual or institution for carry ing out classes BHEL secondary school or for any other use or make any alternation therein.
- (i) If the said premises are reserved for the use the Licensor the Licensor after giving a month notice with the period of the license, shall be entitled to reenter and take permission there the Licensee shall re move all furniture fixtures and assembles belonging to him only at his own claiming and compensation from the licen sor:

- (4) (a) The Licesor or any of the authorized reparative shall be en titled to enter upon the said premises inspect the same at all reasonable time.
- b) The Licensor shall not be responsible for the injury or dam ages which may cause to the Licensee or Agents. Ser vants, Members using the said premises or property of the Licensee by rain, whteantezs, leakage, breakeage or burst



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ing of the water, or electricity or the accidental giving way of any portion of the all, floor or any part of the building or from the or from any cause or cause whatsoever.

- c) The Licensee hereby acknowledge the said right the Licensor and agrees that the license granted to the Licensee shall be liable to revocation in case License deny or refuse to acknowledge the rights of the Licenses.
- d) The Licensee, its officers, servants and agreed shall have full and free liberty to put up any fixture in the said portion of the building at its own cost any to affix other appliances and things and to make agreed for 5 Years _____ lighting or other purpose what soever and to place maintain or remove the same where necessary along over above & from the said premises
- 5) The Licensor shall not provided any financial assistance or grant for running The School _____ per Licensor will provide residential accommodation to the staff, servants etc.
- 6) The Licensee shall observe and perform all the terms and condition of this agreement if being clues understood that in the event of the License committal breach or inveiglements of any of the terms and conditions hereof or Licensee is found to be misbehaving, the Licensor shall have right and shall be entitled to per terminate this agreement and to revoke leave and Licensor at any time and recover all arrears of monthly champions due and or other damaged arising because of breach of the and conditions by the licensee.
- 7) The Licensee shall bear and pay all costs, charge and expenses and professional charges of an incidental the preperation, execution and completion of this license Licence agreement including legal charges, stamp provide charges and other out of pocket expenses.
- 8) In the event of the Licensee committing any or infringement of any of the terms & conditioner down in this agreement, the Licensor shall have full free liberty to take legal actions ad benefit under existing law of land, and it will be with the jurisdiction of Seed District Court.
- 9) While carrying out the business you have to be in a proper way with the resident of colony.

- 10) The Licensee & Licensor shall have the option of three months notice to terminate the agreements any time before the expiry of the stipulated in the clause.
- (a) Above, However, that if the licence is not so the noted before the expiry or completion of the indicated in the clause
 - (b) Above, the Licensee shall have further option to renew the Leave & Licenses agreement on the same terms and conditions.
- 11) The Licensee is only occupant of the premises Public Property Eviction Act and Licensee should not any benefit as tenant Under Tenancy Act.

IN WITNESS WHEREOF THE Licensor and the Licensee have hereunto set and subscribed their respective on the day, month and year above written for the licensor in the presence of:

- 1) Shri M S. Shinde, AWO (T/C) - *MS*
- 2) Shri S.P. Ramrod Dy. C.E (O&M) - *MS*

Shinde
 Chief Engineer
 MAHAGENCO, TPS, Parli-Vajinath

SIGNED SEALED AND DELIVERED BY THE:

Within named Shri *President / secretary*
 Designation : *BHEL Secondary School*

On behalf of the Licensee above named in the presence.

- 1) Shri Vikasrao Ramchandra Dube - President - 94222 41236 - *PK*
- 2) Shri Jugalkishor ji Rampalji Lohiya - Secretary - 94222 41950 - *PK*

PK
 SECRETARY
 Shriya Shikshan Prasthok Samiti
 Dist. Beed Br. Parli

**NOTED & REGISTERED
 AT SR.NO. 895/2021
 IDENTIFIED BY *SEK*
 REGISTERED AT-PARLI-V.
 DIST. BEED. DATE : 20/09/2021**

Before Me
S.S. Gite
**S. S. Gite
 CENTRAL NOTARY
 Reg.No. 15653
 Parli-Vajinath, Dist. Beed.**

