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29/3/2025		
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Model Form - 4

LEAVE AND LICENCE AGREEMENT FOR COMMERCIAL USE

This Leave and Licence Agreement is made at^{6th} this day June of 2025

BETWEEN

An agreement made this 28-04-2025 between the **MAHARASHTRA POWER GENERATION COMPANY LTD.** A body constituted by the Govt. of Maharashtra under Section - I of Electricity (Supply) Act 1984 by having its branch office any where in the state of Maharashtra here-in-after called the "**Licensor**" through its ^{Chief Engineer} ~~authorized officer~~ **Mr. Sharad S/o Ramchandra Rathod**, R/o. Wadgaon Dist. Yawatmal At. Present TPS Colony Parli Vaijnath of the part 1st.

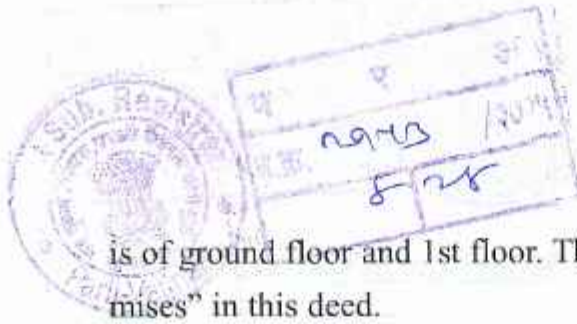
- And -

The **BHEL Secondary School, Parli Vaijnath, Dist. Beed** through its president **Shri. Jugalkishor Rampalji Lohiya** and Secretary **Shri. Jivan Vasantao Gadgul** in the State of Maharashtra here in after call the "**Licensee**" of the other Part 2nd.

WHEREAS :-

- 1) WHEREAS the licensor is the owner of the property and possesses of the land in Survey No. 71 Parli Vaijnath, Tq. Parli Vaijnath, Dist. Beed for running this School in the premises of T.P.S Colony. **The Licensor handed over 2 pieces of land, out of each 1 is vacant pieces admeasuring 0.21 acre 1st pieces is called newly constructed its having four boundries as under east - quarter area, west - compound wall along with parking, south - electrification supply room and north - road.**

2nd is 537 Sq. Mtr. is called previously constructed its having four boundries as under east - road, west - water supply department area, south - road and north - play ground. Newly constructed piece is vacant and permitted to construct G+3 building for running the school and 2nd piece is running for BHEL Secondary School to wards licensee BHEL Secondary School prior 43 years back to run the school. It is constructed by license prior 10 years. The construction



is of ground floor and 1st floor. These properties are called "The premises" in this deed.

- 2) The Licensor has agreed to grant leave and licence to Licensee to occupy and use the said "the premises" on the following terms and conditions agreed to by and between the parties hereto.
- 3) The Licensor has obtained the consent of the Maharashtra Power Generation Company Ltd. "the premises" being given on licence to the licensee.

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

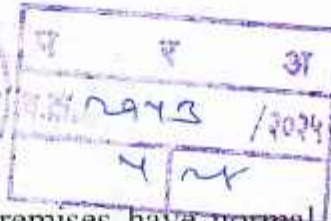
1. That the Licensor hereby grants leave and licence to the Licensee to occupy the said Shop of the said Licensor (hereinafter referred to as the Licensed Premises) for a period of sixty months from 1st day of June 2026, that is till the 31st day of May 2031 (both days inclusive). The Licensee agrees to vacate the said premises even earlier, if the Licensee secures any other accommodation in the locality where the said premises are situated.

2. That the Licensee shall pay to the Licensor a sum of Rs. 258/- (Rupees Two Hundred Fifty Eight Rupee Only) per month as Licence fee or compensation to be paid with Light bill of every month.

3. That all the Municipal taxes and other taxes and levies in respect of the Licensed premises will be paid by the Licensor alone.

4. That the electric charges and water charges for electric and water consumption in the licensed premises will be paid by the Licensee to the authorities concerned, and the Licensor will not be responsible for the same.

5. That the licensed premises will be used only for the School namely Bhel Secondary School, CBSE and State Pattern of the Licensee and for no other purpose.



6. That the licensed premises have normal electricity fittings and fixtures. If the License desires to have any additional fittings and fixtures, the License may do so at his cost and in compliance with the rules. The Licensee shall remove such fittings and fixtures on the termination of the licence failing which they shall deemed to be the property of the Licensor.

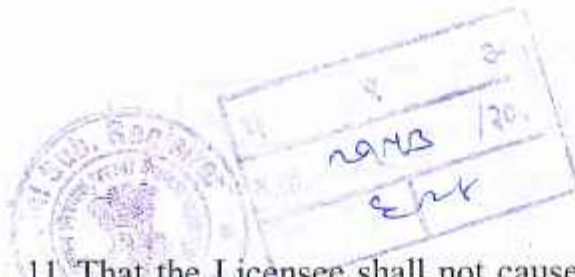
7. That the licensed premises are given to the Licensee on personal basis and the Licensee will not be entitled to transfer the benefit of this agreement to anybody else or will not be entitled to allow anybody else to occupy the premises or any part thereof. Nothing in this agreement shall be deemed to grant a lease and the Licensee agrees and undertakes that no such contention shall be taken up by the Licensee at any time.

8. That the licensee shall not be deemed to be in the exclusive occupation of the licensed premises and the Licensor will have the right to enter upon the premises at any time during working hours to inspect the premises.

9. That the Licensee shall maintain the licensed premises in good condition and will not cause any damage thereto. If any damage is caused to the premises or any part thereof by the Licensee or his servants or agents, or member of his family, the same will be made good by the Licensee at the cost of the Licensee either by rectifying the damage or by paying cash compensation as may be determined by the Licensor's Architect.

10. That the Licensee shall carry out, can construct any work of structural repairs or additions or alterations to the said premises for the running of School and can make permanant construction as per permission of licensor. Only such alterations or additions as are not of structural type or of permanent nature may be allowed to be made by the Licensee inside the premises with the previous permission of the Licensor.

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11. That the Licensee shall not cause any nuisance or annoyance to the people in the neighbourhood or store any hazardous goods on the premises or outside.

12. That if the Licensee commits a breach of any term of this agreement, then notwithstanding anything herein contained the Licensor will be entitled to terminate this agreement by fifteen days' prior notice to the Licensee.

13. That on the expiration of the said term or period of the Licence or earlier termination thereof, the Licensee shall hand over vacant and peaceful possession of the Licensed premises to the Licensor in the same condition in which the premisses now exist subject to normal wear and tear. The Licensee's occupation of the premises after such termination will be deemed to be that of a trespasser.

IN WITNESS WHEREOF the parties hereto have put their hands the day and date first hereinabove written.

Date : 28-04-2025

1) president **Shri. Jugalkishor Rampalji Lohiya** and

Secretary **Shri. Jivan Vasantrao Gadgul**



2) **MAHARASHTRA POWER GENERATION COMPANY LTD.**

authorized officer **Mr. Sharad S/o Ramchandra Rathod,**

SIGNED SEALED AND DELIVERED BY THE -





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20/7/2021
6/11

Witness Named Shri :-

Designation

On behalf of the Licensee above Named in the presence

Attest

① Girish Ishwarsing Thakur

age: 50 years. Occ. Driver
BHEL Secondary School. Pali V

Adhar 600009681173



Attest

② Pitambar Bhaurahab Raut

Age - 36 years. Occ. Driver
BHEL Secondary School Pali

Adhar 2618 6800 1194.

