टरतक्रमांक च घर्ष: 8162/2008

Inesday, December 30, 2004

सूची क्र. दोन INDEX NO. II

गंदर्भ 53 प Augn. 63 m.e.

गावाचे नाव:

आंवेटाण

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप भाडेपट्टा व बाजारभाव (भाडेपटटचाच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे) गोबदला रू. 9,600,000.00 या.भा. रू. 9,600,000.00

(2) भू-भापन, पोटहिस्सा व घरक्रमांक (असत्यास)

(1) गट क्र.: 299 वर्णनः गाव मौजे आंवेटाण यंथिल जिमन ग.नं 299 क्षेत्र 03 हे 97 आर आकार 08 रु 75 पैसे त्यापैकी क्षेत्र 00 हे 80 आर म्हणजेच 80000.00 स्के.फुट आकार 1 रु 77 पैसे तसेच सदरील मिळकतीमध्ये होणारे शाळेच्या इमारतीच्या नियोजित बांधकामासह मिळकत हवा या लिव्ह ॲन्ड लायसन्स ॲग्रीमेंट दस्ताचा विषय असे.(मुदत 30 वर्ष)

(3)क्षेत्रफळ

(4) आकारणी किंवा जुडी देण्यात अरोल तेव्हा

(1)

(1)

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादी हों हैं नाव व संपूर्ण पत्ता

(६) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवाँ दिवाणी न्यायालयाचा हकुमनामा किंवा आदेश असल्यास, वादीचें व संपूर्ण पत्ता

डिंक्क्रु रोड,परेल, मुंबई - 12 तर्फ पोदार पवन व पोदार मनता याचे तर्पि का में महणून / अथोराई उडि श्रीनेत्री डि.एस.जे फ्रॅंकलिन - -; घर/प्रलंट नः -;

तुं/रर्देवी -: ईम्रास्तुचि नावः -; ईनोँदेवीनेह्नः पेठ/वसाहतः -; शहर/गावः वोदार इंटरनॅशनल रकुल, पिपेरी पुणी, तालुका: -; पिन: -; पेने नेम

गर्देखी/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसीहतः -; रहिर्दे/गावः अविटिश्यिः तालुकीः देखेड पुणे ;पिनः -; पॅन नम्बरः (2), बाकुरितहेब, समिति अमेराहे किया है।

्रिड्र^१११तुट ने:्ह्रें श्रुहें विकास क्यां -; ईमारतीचे नावः -; ईमारत

न्हें पेठ/वसाहता प्रिक्रिंगावे स्मिद्दर तालुकी हैं। पिनः -; पॅन नम्दरः -(3) कुलुस्ति रामचंद्रके भेगडे ; विद्वि/फलॅट नः -हु गृह्विती/रस्ताः -; ईमारतीचे नावः -: ईमारत न ः पेठोयसाहतः -: शहेद्वीगावः सुद्धि : तालुकाः है: धुनेः -: पॅन नम्यरः -.

्र पठ/पसाहतः -, राह्यु गायः पूज्यः पापुचगः हुन्युः । (ब) इ.इ.चात्रप्राह्यः प्राह्युः प्राह्यः प्राह्युः प्राह्मः । प्राह्मः । इमारतीचे नाव -, ईमारत नः च के पेठ/वसाहतः -; राह्युं/गार्विक्रपुद्धः ; तालुक्ताः कि पेनः -; पॅन नम्बरः -(क) पहक्ताथ गोविंद मेनाईप्रयाचे तुक्तिः कु.स्.गृह्धुनि रागचंद्र गोविंद भेगडे - -: घर/प्रलंट नः -; पह्नीर्युं रह्माः -; ईमारतीचे नावः कु.ईमारतीनः -; पेठ/वसाहतः -; शहर/गावः सदर , तालुकाः - पिन्हें पूर्व नम्बरहार प्रमासकार है

(7) दिनांक

कर्तन दिल्याचा 24/12/2008

(8)

नोंदणीचा

30/12/2008

(९) अनुक्रमांक, खंड व पृष्ट

8162 /2008

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

ক 288000.00

(11) याजारभावाप्रमाणे नोंदणी

জ 30000.00

(12) शेरा





धाल प्राप्तिको

वा क्ल्पन प्रवी

खे षायभी

प्र एच्वास बेतली

पुरस्ताव भित्रकेतुः

imran S. Kaur

PRINCIPAL Podar International School CESE Chakan, Pune

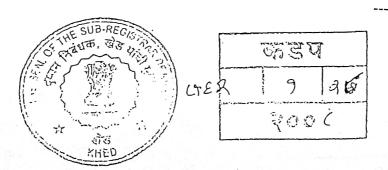
(वि. ति. तमुता क. १) (Fin. R. Form No. 1)	सर्वसा. ११३ गई. Gen 113 me.
गूळ प्रतं [अदस्तांतरणीय] ORIGINAL COPY [NON TRANSFERABLE]	Eq. e 1
भासनास केलेल्या प्रदानाची पावती RECEIPT FOR PAYMENT TO GOVERNMENT	240200
विकाग/Place ४० विनांक/Date 20192	
Received from Little of Coof of El. 2	<i></i>
on account of.	
किन रिली लि	Dr.
••	नही√Signature)
Cashier or Accountant. 219210 (पद	नाम/Designation)

LEAVE & LICENSE AGREEMENT

This LEAVE & LICENSE AGREEMTN is made and execute at Rajgurunagar, Pune, this Wednesday On 24th day of December 2008 by and

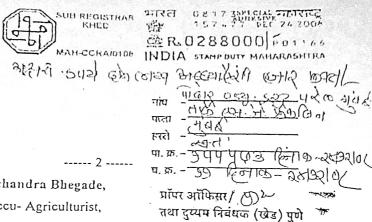
BETWEEN

- Mr. Ramechandra Govind Bhegade,
 Age about- 68 Yrs., Occu- Agriculturist,
- Mr. Balasaheb Ramchandra Bhegde,
 Age about 48 Yrs, Occu- Agriculturist,



Simran S. Kaur PRINCIPAL

Podar International School CBSE Chakan, Pune



1. Mr. Kailas Ramechandra Bhegade, Age about- 46 Yrs., Occu- Agriculturist,

2. Mr. Dattatraya Ramchandra Bhegde, Age about 37 Yrs, Occu- Agriculturist,

3. Mr. Eaknath Govind Bhegade,

Age about- 60 Yrs., Occu- Agriculturist,

Though their power of attorney holder No. 1

Mr. Ramchandra Govind Bhegade,

All are R/at, Aambethan, Tal. Khed, Dist-Pune.

Herein after called the "LICENSOR" which shall unless it be repugnant to context or meaning there of be deemed to include his heirs, executors, administrators and assigns of

PARTY OF THE FIRST PART

AND

PODAR EDUCATION TRUST,

Registered under the Trust Act,

Having office at Podar Centre, 85 Chamarbaug,

Post office Lane, Dr. Ambedkar Road, Parel, Mumbai 400012

Mr. PAVAN PODAR,

Age- 49 Yrs, Occu- Trustee,

R/at Silver Arch Builiding, 66- L

Jagmohandas Marg, Mumbai- 400006

Mrs. MAMTA PODAR,

Age- 45 Yrs. Occu- Trustee,

R/at. Silver Arch Building, 66- L,

Jagmohandas Marg, Mumbai- 400006

Through their power of attorney Holder Brough allthorised signals

Mr. D. S. J. ERNKEIN. FRANKLEN.

Age- 46 Yrs. Occu- Chief Administration

R/at Podar international school,

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Simran S. Kaur PRINCIPAL

Podar International School CBSE Chakan, Pune



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Hereinaster referred as "LICENSEE" (which expression shall whiess it be repugnant to context or meaning thereof deemed to include his heir, executors, administrators or assigns).....

PARTY OF THE OTHER PART...

DESCRITION OF PROPERTY- All that piece and parcel of property situated within the jurisdiction of Zillha parishad & Registrar Pune, Taluka Panchayat Samitee & sub-Registrar Khed and also local limits of Grampanchayat Ambethan, at Ambethan, Tal- Khed, Dist- Pune bearing Gat NO. 299 area H. 03=97 ars. Assessment o Rs. 08=75 Paise, and out of its area H. 00=80 Ars. i.e. 80000=00 Sq. fcet. Assessment of Rs. 01=77 Paise, And bounded by follows-

BOUNDRIES

Remaining portion out of G. No. 299 On or Towards East

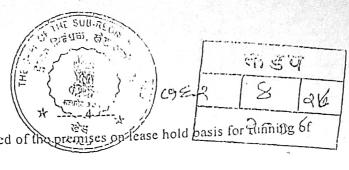
Chakan Shive Road. On or Towards South

Remaining portion out of G. No. 299 On or Towards West

Remaining portion out of G. No. 299 On or Towards North -

As above bounders and with all the easement rights and other all rights, appurtenances, ingress, pathways, structures, together with easement, supplementary and other consequential rights thereof.

- 1. Where as the LICENSOR is the owner of the above said property herein after referred to as the said property and desirous of leasing his property i. e. Gat No. 299/A/1 situated at village Aambethan, Tal. Khed, Dist Pune (As per the Plan attached here with)
- 2. AND where as the licensee has duly authorized their office bared namely Shri. Pavan Podar and Mrs. Mamta Podar through their Power of Attorney holder Mr. D. S. J. Franklin to sign these presents on behalf of the Trust and the copy of the said Power of Attorney is Annexed herewith as an "Annexure- A"
 - 3. AND where as Licensce are already running schools at various other places and they desire to open new school at Ambethan, Tal Khed, Dist Pune and



there fore was in need of the premises on lease hold basis for fliffnifig of school.

- 4. AND where as Licensee came to know about the intention of the Licensor, and approached the Licensor with a request to grant lease of the said promises.
- 5. After several discussions both parties have arrived at mutual agreement and wish to record the same there on as under-
- 6. The Licensor shall build at his cost approx. 16,500=00 sq. feet. carpet area in 1st phase and approx. 27,000=00 sq. feet carpet area in 2nd phase, building in their half acre plot. The balance plot area will be used as a play ground, garden and other activity and thus total area is 80,000=00 Sq. Feet. plot is given to the licensee. For the carpet area of approx. 16,500=00 sq. feet the lessee agrees to pay monthly compensation for the first 3 years as under.

Actual Carpet area @ Rs. 12.00 paise per sq. feet + playground and remaining un-constructed area at the Rs. 1.50 paise, per sq. feet carpet area means inside area (where a carpet can come) of classroom, staffroom, laboratory, Library toilets and Passages etc.

7. All License fee will be increased by 5% every 3 years on the previous years rent for the duration of the agreement T.D.S./ F.S.I. at applicable rate be deducted from the above agreed lease rent. After 15 years rent will, be increased to Rs. 18=00 paise, per sq. feet for carpet area and Rs. 02-25 paise, for ground and 5% rent escalation after every 3 years on the previous years rent till completion of the terms of 30 years. All Municipal corporation/ Grampanchayat, and N. A. taxes will be paid by the party of the party of First Part only.

The parties hereby mutually agreed that construction cost of Second Phase building as per the market rate of that time will be considered and the 25 % amount of construction cost will be paid by Licensee to Licensor. The

PRINCIPAL Podar International School CBSE Chakan, Pune

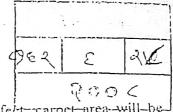
by obtaining loan from the nationalized or eo-operative bank. The parties hereby also agreed that the E. M. Fof said loan will be equivalent to the License fees amount. The said condition will apply if the Second Phase construction E. M. I. will higher than license fee.

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- 8. The monthly compensation amount will be paid in advance at the beginning of on or before 5th day of every English calendar month.
- 9. It is clarified that this agreement is for a period of 30 years and the Licensee will desires, has the option of vacate the premises prior to thirty years. The lessee has the option to give 4 years notice and leave the premises after the completion of 15 years and before the final period of this agreement i.e. 30 years. So also if the Licensor need the premises before the expiry of term of 30 years after 15 years the Licensor, shall have rights to give the notice in writing Four years before to the Licensee.
- 10. The Licensor has agreed to build at his cost R.C.C. structure (approx. carpet area of 16500=00 sq. feet) as per the Annexure B incorporating all specifications of the licensee as detailed in Annexure A. The construction (civil work interior/exterior would be as per the Annexure A. The Licensor will be hand over the major part of first phase building which is completed On 1st June 2009 and Licensee will start to pay the Licensec fee full amount to Licensor from the same date.
- 11. The expenditure of entrance lobby glass and Lift will be done by Licensee by their own expenditure.
- 12. The Licensee would be allowed to do the interior designing of the building for the period of 2 months after the scheduled completion of the construction (Civil work) as stated in clause No. 4. The charge of making playground will be pay by party of the second part (Mr. Podar) to party of First part (Bhegade). The Licensee shall at their own costs prepare the play ground as per their choice.

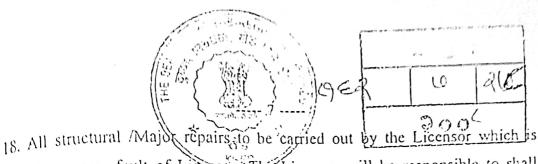
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- 13. In the 2nd phase area of approxient 2000 Sq. feet, carpet area will be constructed by the licensor. The construction of the 2nd phase to be completed provisionally by 1st April 2013. This area can be given on lease only to the Licensee and the rate will be as per the column No. 7. Tow months rent free period will once again be given to the Licensee by Bhegade for the Second phase also.
- 14. The interest free deposit for the 1st phase of Rs. 60 lacks would be given by the Licensce to the Licensor as under-
- a. At the time of signing M.O.U. Rs. 50000/- (Rs. Fifty thousand Only)
- b. Rs. 44,50,000/- Rs. Forty Four Lacks Fifty Thousand Only on getting plan passed and doing Bhoomi Pujan. (Security cheque for the same will be given to Mr. Podar by Mr. Bhegade including bank sanction letter.
- c. Rs.15,00.000/- Rs. Fifteen Lacks Only on giving possession after phase 1 at that time Mr. Podar will be return the security cheque to Mr. Bhegade, which is given by Mr. Bhegade to Mr. Podar.
- d. At the time starting construction of 2nd phase Mr. Podar will pay interest free deposit the 25% amount of construction to Mr. Bhegade as per the market rate of that time.
- 15. All the outgoing such as N.A. Tax and Municipal corporation/ Grampanchayat Tax shall be borne by the Licensor.
- 16. The Licensor, guarantees that necessary permission form the Municipality /Grampanchayat to use the above premises as a school will be obtained by Licensor.
- 17. The Licensor shall obtained all necessary N. O. C. and building completion certificate from the relevant authorities before handing over premises to the Licensee.

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without any fault of Licensee. The Licensee will be responsible to shall carry out for all internal repairs & maintenance, color, etc at their own costs.

- 19. The Licensor, will freeze the balance F. S. I. of the plot for a period of 15 years starting from the date of this agreement. After that he can construct the same at a suitable location, as per his choice keeping in mind the noise and a security of the school. The new construction will first be offered to the Licensee as per the terms and conditions which are mutually agrees by & between the parties hereto.
 - 20. The Licensee has the option to purchase the entire premises from the Licensor if they desire to the sell land premises on mutually agreed rates. If the Licensee exercises his rights to purchase the property at any time this agreement would lapse and a fresh agreement would be made.
 - 21. The M. S. E. B. Three Phase connection (of appropriate capacity) will be obtained by the Licensor who will also provide relevant transformer cabling etc. for power point as shown in Annexure B.
 - 22. The Service Tax or any other similar tax as per the Govt. rule if as & when applicable to Mr. Bhegade the same will paid by Mr. Podar to Mr. Bhegade.
 - 23. The Municipal corporation /Grampanchayat water connection (which is adequate for school will be provided by the Licensor, relevant plumbing drainage and sewage work will be done by the Licensor.
 - 24. Electricity and water bills would be paid for the Lessee. It is however clarified that the Licensor would help licensee in getting confessionals rate of electricity & water for school purpose.
 - 25. The Licensee will provide two bore wells for gardening /water purposes.

26, Legal costs would be borne by



- 27. The stamp costs, if any would be borne by the Licensor 30 % and 70 & by Mr. Podars.
- 28. The Licensee shall have right to put their name on the building gates and compound wall during the entire period of agreement and stone downing of name of Mr. Bhegade.
- 29. Concept plan of building is attached in Annexure B+C. Actual plan will be made jointly between party of first and second part. The Licensor will provide final C. D. of architectural & electrical layouts to the Licensec.
- 30. The insurance on the building will be borne by the Licensee. In case of loss to building on account of earth quake or other natural calamities, the Licensor will not the responsible for the loss occasioned to the Licensee.
- 31. The Licensee will not assign, transfer, sublet or put parts of possession of any part there of the said property any time during the time of this agreement, which is the subject matter of this deed.
- 32. Podar school is not allowed to keep 3rd party on rent in the property.
- 33. In case of any dispute before 15 years deposit given will be returned after'
 19 years from the date of agreement of signing of this agreement.
- 34. The Licensee shall permit the Licensor or his Agent to enter and inspect the said premises by giving 24 hours notice verbally.
- 35.It is further mutually decided that any functions of Mr. Bhegade family during the school vacation period Licensee will be allowed to Licensor to use the school premises with request to Licensee free of cost.

IN WITNESS WHEREOF the parties to this agreement have put their respective signatures on the day and date mentioned herein above.

Simmon S. Karr

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PRINCIPAL
Podar International School
CBSE Chakan, Pune

SIGNED AND DELIVERED BY THE WITHINNAMED LICENSOR IN PRESENCE

रामनाहकारित शहर . Mr. Ramchandra Govind Bhegade,

For himself and as P. O. A. Halder for No,5

amchandra Bhegade,

Mr. Kailas Ramchandra Bhegade,

Mr. Dattatraya Ramchandra Bhegade,

Name- Gamesh Sudam Chukas

Address- Alp-Chatan, thed Pune

SIGNED AND DELIVERED BY THE WITHINNAMED LICENSEE IN

PRESENCE OF -

Mr. D. S. J. Franklin

For PODAR EDUCTION TRUST

By Mr. Pavan Podar & Mrs. Mamta Podar Through their power of attorney holder.

LECENSEE

Sign- Bist of Higger years Name- Argun Maruti bedard. Address- Ambedan, Khed Pune.

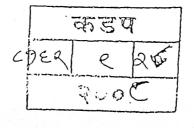
Attachments -

Annexure A Building & Specifications

Annexure B Building C. D.

Annexure C Premises Plan + measurement of areas to be constructed.





Simran S. Kaur

PRINCIPAL Podar International School CBSE Chakan, Pune