



महाराष्ट्र MAHARASHTRA

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CF 946493

अनु.क्र. 52646/6 FEB 2024 मु.मु.स्व. 500/-

दस्तावेजाचा प्रकार Leave And License Agreement

दस्त नोंदणी करणार आहेत का? होय/नाही

मिळवणीचे वर्णन

मुद्रांक विकत घेणाऱ्याचे नांव Tata Motors Ltd.

पत्ता Pimpri, Pune

दुसऱ्या पक्षकाराचे नांव Tata Motors Employees Education Trust

हस्ते व्यक्तीचे नांव व पत्ता D. B. Shinde, Pune-2

सौ. सुनिता जे. बोंबले

मुद्रांक विकत घेणाऱ्याची सही परवान क्र. २२०११३०  
७२१, गुरुवार पेठ, पुणे-४०

प्रथम मुद्रांक लिपीवर  
कोषागार भुजो करिता.

THIS STAMP PAPER FORMS AN INTEGRAL PART  
OF THE LEAVE AND LICENCE AGREEMENT  
EXECUTED BETWEEN TATA MOTORS LTD. AND  
TATA MOTORS EMPLOYEES' EDUCATION TRUST





महाराष्ट्र MAHARASHTRA

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अनु.क्र. S 211 दि. 15 FEB 2024 मु.शु.रक्कम 500/-  
दस्तावा प्रकार Leave & License Agreement  
दस्त नोंदणी करणार आहेत का? होय/नाही  
मिळकतीचे वर्णन  
मुद्रांक विकत घेणाऱ्याचे नांव Tata Motors Ltd.  
पत्ता Pimpri, Pune  
दुसऱ्या पक्षकाराचे नांव Tata Motors Employees Education Trust, Pimpri  
हस्ते व्यक्तीचे नांव व पत्ता D.B. Shinde, Pune-2  
Mrs. S.S. Bomble

सौ. सुनिता जे. बोंबले  
परवाना क्र. २२०११३०  
७२१, गुरुवार पेठ, पुणे-४०

मुद्रांक विकत घेणाऱ्याची सही



31 JAN 2024

प्रथम मुद्रांक लिपिक  
कोषागार पुन करिता

THIS STAMP PAPER FORMS AN INTEGRAL PART  
OF THE LEAVE AND LICENCE AGREEMENT  
EXECUTED BETWEEN TATA MOTORS LTD. AND  
TATA MOTORS EMPLOYEES' EDUCATION TRUST

Handwritten signature: Anant

Handwritten signature: S.S. Bomble

ज्या कारणासाठीही मुद्रांक खरेदी केला त्याची त्याच कारणासाठी मुद्रांक खरेदी करण्याबाबत ६ महिन्यात वापरणे बंधनकारक आहे.



**LEAVE AND LICENCE AGREEMENT**

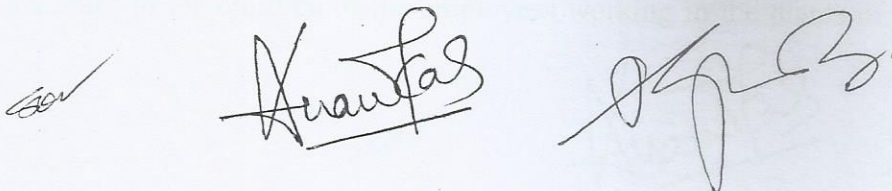
**THIS LEAVE AND LICENCE AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, Two Thousand Twenty One at Pune,

**BETWEEN**

**TATA MOTORS LIMITED**, a Company incorporated under the provisions of the Indian Companies Act, 1913, and having its registered office at Bombay House, 24, Homi Mody Street, Mumbai – 400 001, and works among other places, at Pimpri, Pune 411 018, represented by its Constituted Attorney, Mr. \_\_\_\_\_, who is duly authorized to sign this Leave and License, hereinafter referred to as **“the LICENSOR”** (which expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include its successors, successors-in-interest and assigns) of the ONE PART

**AND**

**TATA MOTORS EMPLOYEES' EDUCATION TRUST**, a Trust registered under the provisions of the Bombay Public Trust Act, 1950, and having its registered office at C/o Tata Motors Ltd., Pimpri, Pune 411 018, represented by its Trustees, Mr. Pranab Ghosh, Chairman and Mr. Hemant Anawkar, Trustee and Chairman, School Committee hereinafter referred to as **“the LICENSEE”** (which expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include its successors, successors-in-interest and assigns) of the OTHER PART .

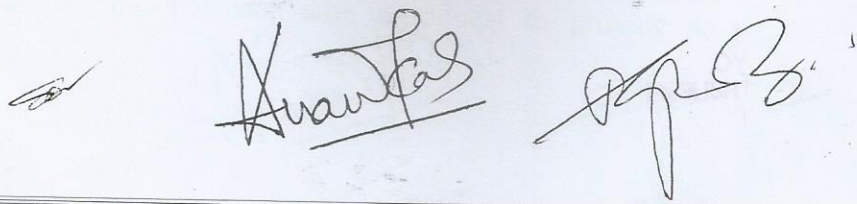




Both the Licensor and the Licensee are hereinafter collectively referred to as 'the Parties' and individually as 'the Party'.

**WHEREAS**

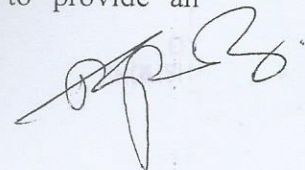
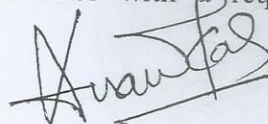
1. The Licensor is engaged in the business of manufacturing automobiles and has its plants at Pimpri, Chinchwad, Bebedohal – Maval, and Chikhali (presently known as Tata Motors Passenger Vehicles Ltd. since 1<sup>st</sup> January 2022) Pune, in the State of Maharashtra, among other places in India.
2. The Licensor has engaged a large number of employees in the above plants for its manufacturing activities. The plants at Pimpri and Chinchwad have been established in 1963 – 64, and the plant at Bebedohal has been established in the year 1992. The Plant at Chikhali has been established in the year 1995 (presently known as Tata Motors Passenger Vehicles Ltd. since 1<sup>st</sup> January 2022). The Licensor owns and possess about 400 acres of land opposite to its Pimpri Plant at Pimpri, Tal. Haveli, Dist. Pune, Pin Code - Pune 411 018, known as residential area consisting of various Survey Numbers recorded in the Revenue Records of the State Government.
3. The educational facilities in Pimpri – Chinchwad area were inadequate when the plants at Pimpri and Chinchwad were established. The employees working in these plants had therefore, decided to form a Trust to provide educational facilities to the children of the employees working in the plants of the Licensor.





Accordingly, Telco Employees Education Trust, now known as Tata Motors Employees' Education Trust (the "Licensee" herein) was formed in the year 1983. The said Trust has been registered under the Bombay Public Trust Act 1950.

4. In furtherance of its objects, the Licensee started a pre-primary school in the year 1983 in the residential area. Thereafter, every year the strength of the school has been increasing, as also the classes in the school were required to be increased due to natural growth. In order to accommodate the increasing strength, in the year 1989 the Licensor has permitted the Licensee to use one of its buildings consisting of G + 3 floors, totally admeasuring 40239.49 Sq. Ft. alongwith appurtenant land admeasuring 69644 Sq. Ft. situated at S.No.113 **P** and 114(P), Pimpri - Waghere, Tal. Haveli, Dist. Pune, Pin Code - 411 018, (more fully and particularly described in the **Schedule IA** hereunder and hereinafter referred to as the "**Old Licensed Premises**"), meant for accommodation of the Apprentices / Trainees who were engaged by the Licensor, in the residential premises of the Licensor at Pimpri on License on nominal License Fee. The Licensee was permitted to use the said Old Licensed Premises since FY 2017-18 and is permitted to continue with such use even under this Agreement. The school at present has accommodated about 2400 + students from LKG to Std. X. However, as the premises of the school were inadequate to accommodate the increasing strength of the students and because of shortage of space; the school is not able to provide better facilities to the students which are expected of a better school. The Licensee therefore, approached the Licensor with a request to provide an





additional building having better amenities for children and also to accommodate increasing strength of students every year along with some appurtenant land in the residential area of the Licensor at Pimpri, on License basis.

5. The Licensor accepting the request of the Licensee permitted the Licensee to use on license basis a building initially consisting of G + 1 floors, and then G + 2 (since 2021) totally admeasuring 29936.94 Sq. Ft. along with appurtenant land admeasuring 99061 Sq. Ft. situated at S.No.114 (P) and 115 (P), Pimpri - Waghere, Tal. Haveli, Dist. Pune, Pin Code - 411 018, (more fully and particularly described in the **Schedule IB** hereunder and hereinafter referred to as the "**Further Licensed Premises**") owned by and in possession of the Licensor in addition to the Old Licensed Premises. The Old Licensed Premises and the Further Licensed Premises are hereinafter referred to as the Licensed Premises.

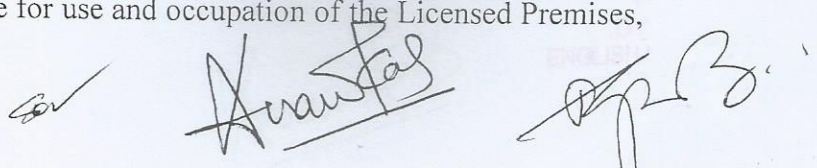
A composite map showing the location of the Licensed Premises delineated in green is annexed hereto as Schedule II.

6. In pursuance of the above, both the parties herein have decided to enter into a Leave and License on the following terms and conditions :

**NOW THESE PRESENTS WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

**1. GRANT OF LICENSE**

The Licensor hereby grants to the Licensee and the Licensee hereby accepts from the Licensor, a License for use and occupation of the Licensed Premises,





without creating any tenancy or other rights or interest of any nature whatsoever in favor of the Licensee.

**2. TERM**

- (i) This Agreement shall be initially for a period of 7 year i.e. 84 months commencing from 1<sup>st</sup> April 2017 unless terminated earlier as provided herein. However the term of this agreement may be extended for such period and on such terms as the parties may mutually decide.

**3. COMPENSATION**

- (i) In consideration of the Licensor granting license for the use and occupation of the Licensed Premises, the Licensee shall pay to the Licensor a yearly compensation of Rs. 12 (Rupees twelve only) during the entire period of this License payable on or before the 10<sup>th</sup> day of April every year from the date of execution hereof.

**4. LICENSEES COVENANTS**

The Licensee, to the intent that the obligations hereby created shall continue throughout the terms of the License, hereby covenants with the Licensor as follows:

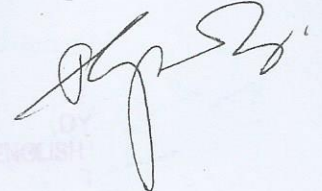
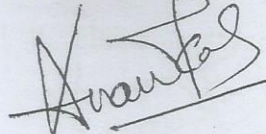
- (a) To pay the yearly License Fee hereinbefore reserved in advance for current year on the date of execution hereof and for every succeeding year thereafter on or before 10<sup>th</sup> April from the commencement of that year to the Licensor and in default shall be liable to pay interest at the rate of 12% per annum on the yearly License Fee.
- (b) Not to use or permit any other person to use the said Licensed Premises or any part thereof for a purpose other than that for which it has been Licensed or in a manner which renders it unfit for use for the purpose of the License.
- N [Signature] [Signature]



- (c) Not to use nor permit any person to use the said Licensed Premises or any part thereof for any immoral, illegal or unsocial purpose in any manner.
- (d) Not to sub-license or transfer the Licensed Premises or any part thereof to any third party during the term of this License Deed.
- (e) To use the Licensed Premises with due care and caution and to keep and maintain the interior and the Licensed Premises in good order and condition except normal wear and tear.
- (f) Not to assign, transfer, sublet or part with the possession of the Licensed Premises or any part thereof at any time during the continuance of the License.
- (g) To permit the Licensor or their agents to enter and inspect the premises after due notice.
- (h) The Licensee shall not cause any nuisance or annoyance to the people in the neighborhood or store any hazardous goods or inflammable material in the premises or near about.
- (i) The Licensee shall not make any alteration, additions or changes of any nature in the Licensed Premises without prior written permission of the Licensor, save and except normal maintenance of the premises from time to time.
- (j) To deliver to the Licensor on the expiry or earlier termination of the License period, the Licensed Premises.

## 5. LICENSOR COVENANTS

The Licensor hereby covenant with the Licensee as follows: -



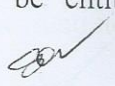
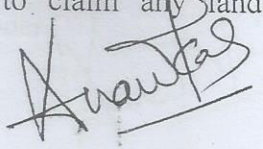
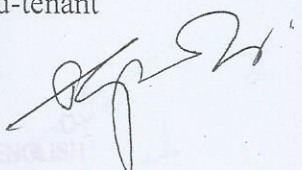
BY  
ENGLISH



- (a) To bear, pay and discharge all the present and future rates, taxes, assessment, duties, impositions and outgoings whatsoever imposed or charged upon the Licensed Premises.
- (b) If at any time during the subsistence of this Agreement any third party claims its right in any manner whatsoever, on the Licensed Premises which prevent the use of the Licensed Premises by the Licensee, the Licensor shall hold the Licensee harmless of all such demands, claims, actions or proceedings arising there from. In the event of any such claims etc., this Agreement shall be terminable at the option of the Licensee by giving seven days notice in writing to the Licensor.
- (c) On the Licensee performing and observing all the covenants and conditions herein contained on its part, the Licensor shall allow the Licensee to enjoy the Licensed Premises during the said term without any interruption by the Licensor or any person or persons claiming through it.
- (d) Ensure continuous supply of water and any other facilities that would be essential for running of the School and related facilities.

## 6. RELATIONSHIP BETWEEN THE PARTIES

This Agreement is not intended to and does not create any right, title, patta, kabuliyat, easement or interest, in favor of the Licensee, either of a tenant, sub-tenant, joint or co-tenant or otherwise in or over or upon the Licensed Premises or any part thereof other than the permissive right of use hereby given. It is the express intention of the parties hereto that this Agreement creates a mere license and the Licensor shall always be deemed to be in absolute possession and control thereof of the Licensed Premises. This Agreement shall not be construed as an agreement of lease. The parties to the agreement shall not claim or be entitled to claim any landlord-tenant



relationship between them. The intention of the parties is to create a license and any clause to the contrary shall be void ab-initio.

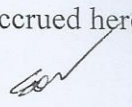
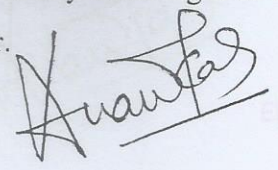

7. TERMINATION

I. Termination at the option of the Licensor : -

a. If it is found that the Licensee has used and utilized the Licensed Premises for any other purpose save and except what has been provided in this deed, the Licensor shall give a notice in writing to the Licensee, notifying the breach and if such breach is not rectified within 3 months from the date of receipt of such notice the Licensor shall have the right to terminate this deed.

b. If the Licensee fails, neglects or refuses to pay the License Fee for three consecutive years and thereby commits a breach of this deed then and in such event the Licensor shall have the right to terminate this License. The Licensor shall give a notice in writing to the Licensee notifying the breach and if such breach is not rectified within 6 months from the date of receipt of such notice, and upon serving of a further notice in writing of not less than 3 months thereafter to the Licensee, the Licensor shall have the right to terminate this Agreement.

c. In the event of there being any breach (other than that referred to in sub clause (b) of this clause above) of any of the terms and conditions by the Licensee, the Licensee shall be liable to be evicted in accordance with the provisions of law for the time being in force after the Licensee has been notified in writing by the Licensor of such breach and such breach is not rectified within 6 months from the date of receipt of notice in writing of such breach, and upon serving a further notice in writing of not less than 3 months thereafter to the Licensee but without prejudice to any other right or remedy of the Licensor that may have accrued hereunder.



Upon termination of this License either by efflux of time or by the Licensor before the expiry of the period, the Licensee shall surrender the Licensed Premises to the Licensor.

**II. Termination at the option of the Licensee : -**

a. In the event of there being a breach of any of the material terms and conditions or covenants hereof by the Licensor, the Licensee may terminate this agreement, after the Licensor has been notified in writing by the Licensee of such breach and such breach is not rectified within 6 months from the date of receipt of notice, in writing of such breach and upon serving a further notice in writing of not less than 3 months thereafter to the Licensor but without prejudice to any other right or remedy of the Licensee that may have accrued hereunder.

In the event any of the representations made by the Licensor being materially untrue, after giving notice in writing of not less than 9 months to the Licensor at the HR Head's Office in Pimpri Works of the Licensor and without prejudice to the Licensee's right in law or under this License Deed, the Licensee shall have right to terminate this License Deed.

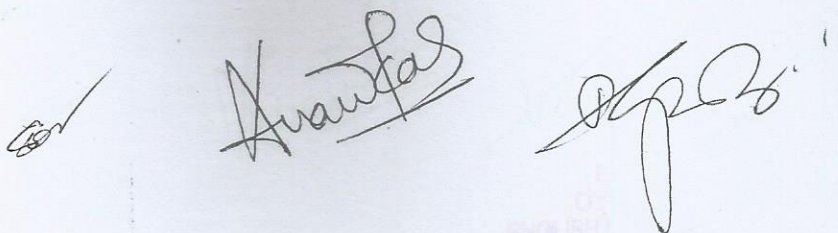
**8. NOTICE**

Any notice or other communication required or permitted in terms of these presents shall be deemed to have been duly served (a) if delivered in person; or (b) if sent by registered or certified mail, return receipt requested, and addressed as follows:

If to the **Licensee**:

Kind Attn:

- 1) Chairman TMEET  
— Mr. Pranab Ghosh,





- 2) TMEET Trustee & Chairman School Committee.  
Mr. Hemant Anawkar

If to the **Licensor**:

Kind Attn: HR Head CV Pune  
Mr. Pranav Kumar

## 12. HEADINGS AND INTERPRETATION

- (i) In this Agreement, unless the context otherwise requires any references to words importing singular shall include the plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate and unincorporated.
- (ii) The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or constructions of this Agreement.

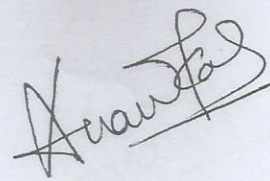

## 13. SCHEDULES AND ANNEXURES

The Schedules and Annexures to this agreement are part and parcel of this agreement and shall be considered and read as such. It is expressly clarified, that any breach of the terms and conditions of the Schedules and Annexures would amount to breach of this agreement.

## 14. LAWS AND JURISDICTION

The terms and conditions of this Agreement shall be governed by the Indian laws and any dispute arising from the subject matter of this Agreement shall be to the Jurisdiction of the Courts at Pune alone to the exclusion of any other court.

## 15. MISCELLANEOUS



Modifications: The terms of this Agreement shall not be altered or added to and nor shall anything be omitted there from except by means of a Supplementary Agreement in writing duly signed by the parties hereto.

16. This Agreement has been executed in one original which shall be kept with the Licensor and a certified copy of the same shall be kept with the Licensee.

#### **SCHEDULE - I A**

All that piece and parcel of property known as Old School Building, admeasuring about 40239.49 square feet or thereabouts with appurtenant land admeasuring 69644 square feet at S.No.113 (P) and 114(P), Pimpri - Waghere, Tal. Haveli, Dist. Pune, Pin Code - 411 018, having boundaries as mentioned below :

ON THE NORTH :- Hostel Block No. 1

ON THE SOUTH :- U G Water Tank and Pump House

ON THE EAST :- Service Block

ON THE WEST :- 9 M Wide Internal Road

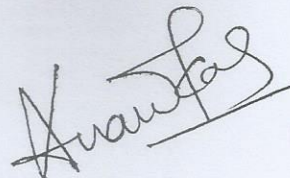
#### **SCHEDULE - I B**

All that piece and parcel of property known as New School Building, admeasuring about 29936.94 square feet or thereabouts with appurtenant land admeasuring 99061 square feet at S.No.114 (P) and 115 (P), Pimpri-Waghere, Taluka Haveli, Dist. Pune, Pin Code 411 018, having boundaries as mentioned below :

ON THE NORTH :- Compound Wall

ON THE SOUTH :- 6 M Wide Internal Road

ON THE EAST :- 12 M Wide Internal Road





ON THE WEST :- Part of S.No 116

IN WITNESS WHEREOF the LICENSOR and the LICENSEE have  
executed these presents on the day month and year first above written

**SIGNED, SEALED AND DELIVERED**

for and on behalf of the LICENSOR at Pune

in the presence of :-

**SIGNED, SEALED AND DELIVERED**

for and on behalf of the LICENSEE at Pune

in the presence of :-



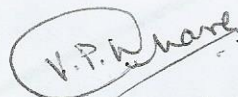
ON THE WEST :- Part of S.No 116

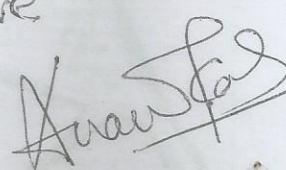
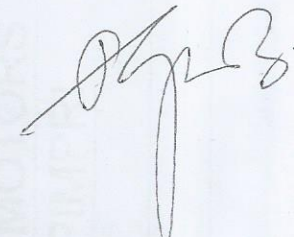
IN WITNESS WHEREOF the LICENSOR and the LICENSEE have  
executed these presents on the day month and year first above written

SIGNED, SEALED AND DELIVERED

for and on behalf of the LICENSOR at Pune 

in the presence of :-

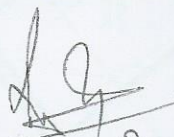
  
Vishvesh Devhare

SIGNED, SEALED AND DELIVERED

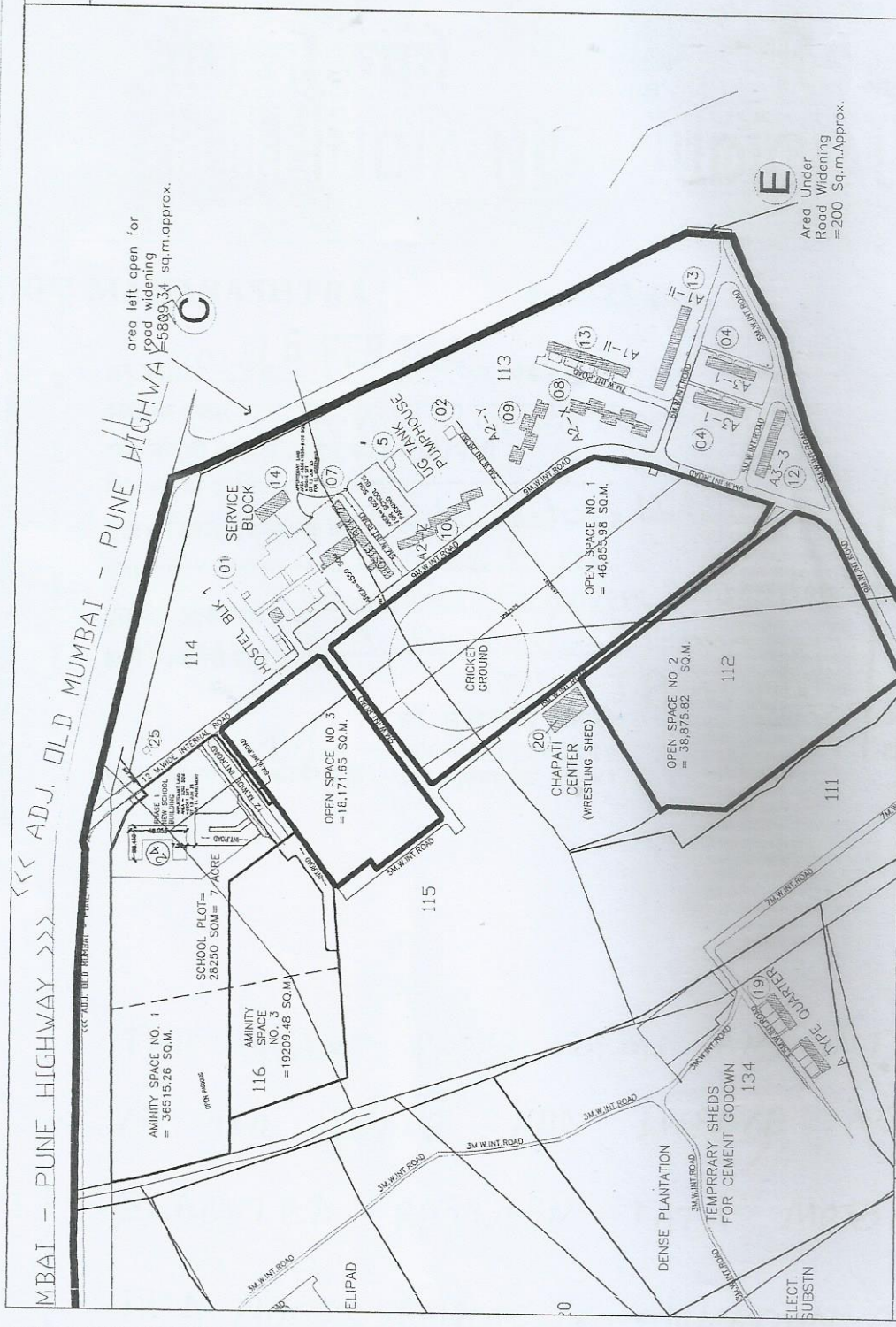
for and on behalf of the LICENSEE at Pune

in the presence of :-

  
Rakesh Deshmukh.




NOTE: THIS DRAWING IS BASED ON P.M.C. APPROVED LAYOUT OF JAN 2021. THE CONTENTS ARE TAKEN FROM ORIGINAL DRAWING AS IS WHERE IS BASIS. THIS DRAWING SHALL BE REFER FOR SCHOOL AGREEMENT PURPOSE ONLY.



# LAYOUT PLAN OF TATA MOTORS RESIDENTIAL LAND, PIMPRI



<p>THIS DRG. IS THE SALE PROPERTY OF TATA MOTORS. IT SHOULD NOT BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN APPROVAL OF THE PROPRIETORS.</p>	2022	SIGN.	DATE	<p>CONSTRUCTION DIVISION VIDYANIKETAN SCHOOL</p>
	DRN	CDM	28.11	
	CHD.			
	STGZ.			
	APPRD.			
	SCALE			<p>REPLACES DRG.</p>
	PIMPRI			
	<p>PART LAYOUT OF PIMPRI RESIDENTIAL COLONY SHOWING SCHOOL BUILDINGS AND PLOT FOR AGREEMENT PURPOSE</p>			<p>DRAWING NO. TPF/A3/022/983B R</p>
<p>TATA MOTORS LIMITED PUNE</p>				<p>SHEET NO. _____ OF _____ SHEETS</p>