

LEAVE AND LICENSE AGREEMENT

This AGREEMENT OF LEAVE AND LICENSE is made and executed at Pune on this 19th day of MARCH in the year 2023

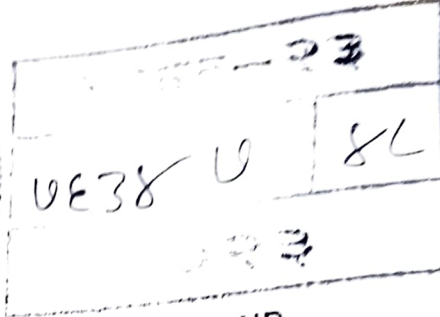
.....

BETWEEN

1. **MR. SAMPAT MOTILAL GANDHI,**
Age: 61 Years, Occ.: Business,
PAN – AAJHS4117B
Aadhaar No. 4002 5437 2793
2. **MRS. KALPANA SAMPAT GANDHI,**
Age - 57 Years, Occ. : Business,
R/at : 365/7 Ghorpade Peth, Pune – 411042
PAN - ADOPG 6594L
Aadhaar No. 9560 6982 7174
3. **MR. RUSHIKESH SAMPAT GANDHI,**
Age - 35 Years, Occ. : Business,
PAN – AAQHR0641L
Aadhaar No. 3041 2482 1932
4. **MR. PARESH SAMPAT GANDHI,**
Age - 34 Years, Occ. : Business,
PAN – AQVPG2617G
Aadhaar No. 9292 9386 2673
All R/at : 365/7 Ghorpade Peth, Pune – 411042.
Licensor Nos. 2 TO 4 Through their Constituted Attorney
MR. SAMPAT MOTILAL GANDHI,
Age: 61 Years, Occ.: Business,
5. **MRS. NIKITA RUSHIKESH GANDHI,**
Age - 35 Years, Occ. : Business,
PAN – ANQPB5583N
Aadhaar No. 5185 6941 5419

Hereinafter collectively called as the “**LICENSORS**” (which expression, unless repugnant to the context or meaning thereof shall mean and include their respective heirs, successors, administrators, executors and assigns)

..... **OF THE FIRST PART;**



AND

SHREE BHASKARACHARYA PRATISHTHAN,
A Public Trust Registered under the Bombay Public Trust
Act, 1950. Regd. No. F-5271 (A)
Having It's Registered Office At: 441, N-3, Sidaco,
Aurangabad- 431003.
PAN – AAFTS 4666L
Through Its Authorized Signatory,
MR. FULCHAND UTTAM CHATE,
Age – 47 Years, Occ. – Business
Aadhar No. 5911 4424 5872

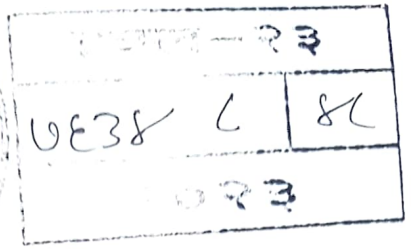
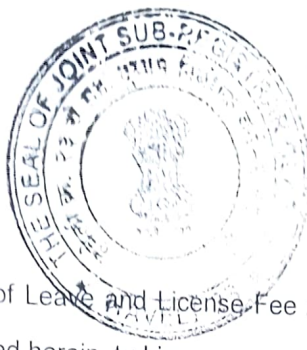
Hereinafter called as the “**LICENSEE**” (Which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns)

..... **OF THE OTHER PART;**

WHEREAS, the Licensors are fully seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of Ground Floor Structure (Part) Built-up area adm. 480 Sq.Mtrs., First Floor Structure Built- up area adm. 960 Sq.Mtrs. and Western Side Open Space (Open Play Ground) adm. 640 Sq.Mtrs. alongwith Rooms constructed thereon (Which Property is more particularly described in “**SCHEDULE – I**” written thereon and the same are hereinafter collectively referred to as the “**LICENSED PREMISES**”);

AND WHEREAS, the Licensee approached the Licensors with the request to permit it to use and occupy the Licensed Premises exclusively on LEAVE AND LICENSE basis for the commercial purpose (i.e. for running School for a temporary period of Five Years (Sixty Months)).

AND WHEREAS, pursuant to the said request the Licensors and Licensee have mutually agreed that the Licensors has allowed the Licensee to use and occupy the Licensed Premises on leave and



regular payment of Leave and License Fee / Compensation agreed upon and described herein, to Licensors;

NOW THIS AGREEMENT OF LEAVE AND LICENSE WITNESSTH
AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES
HERETO AS FOLLOWS:

1. The Licensors have granted to the Licensee and the Licensee has accepted from the Licensors the said Licensed Premises along with fixtures, fittings therein to hold / occupy it for a temporary period of **Five Years (Sixty Months) commencing from dt. 01.03.2023 and expiring on dt. 29.02.2028** on Leave and License basis.

2. The Licensee shall regularly pay following amounts to the Licensors towards monthly License Fee / Compensation for the use and occupation of Licensed Premises described in SCHEDULE – I along with fixtures, fittings therein by the Licensee :-

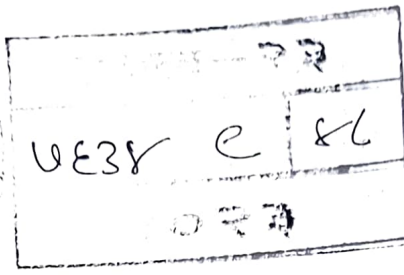
A) For the period from dt. 01.03.2023 to dt. 29.02.2024 an amount of **Rs. 7,00,000/- (Rupees Seven Lakh Only)** per month

B) For the period from dt. 01.03.2024 to dt. 28.02.2025 an amount of **Rs. 7,35,000/- (Rupees Seven Lakh Thirty Five Thousand Only)** per month

C) For the period from dt. 01.03.2025 to dt. 28.02.2026 an amount of **Rs. 7,71,750/- (Rupees Seven Lakh Seventy One Thousand Seven Hundred Fifty Only)** per month

D) For the period from dt. 01.03.2026 to dt. 28.02.2027 an amount of **Rs. 8,10,338/- (Rupees Eight Lakh Ten Thousand Three Hundred Thirty Eight Only)** per month

Handwritten signatures and initials.

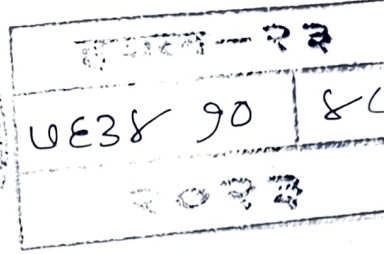


For the period from dt. 01.03.2027 to dt. 29.02.2028 an amount of Rs. 8,50,855/- (Rupees Eight Lakh Fifty Thousand Eight Hundred Fifty Five Only) per month

That the Licensee has assured to pay the License Fee of each month on or before the 10th day of each calendar month in advance. So also, as per the mutual understandings between the parties, the Licensee has agreed to deposit an amount of Rs. 1,50,000/- Per Month out of the Monthly License Fees in the Bank Account of Licensor Nos. 3 to 5 and rest of the monthly License Fee Amount has to be transferred in the Bank Account of Licensor Nos. 1 and 2 in equal proportion. The details of Bank Accounts of Licensors are as under :-

<u>PARTY DETAILS</u>	<u>BANK DETAILS</u>
MR. SAMPAT MOTILAL GANDHI	HDFC Bank, Shankar Sheth Road Branch, Pune IFSC – HDFC0000104 SB A/c No: 50100013174221
MRS. KALPANA SAMPAT GANDHI	RBL Bank, Gultekdi Branch, Swargate, Pune IFSC – RATN0000050 SB A/c No: 309000452784
MR. PARESH SAMPAT GANDHI	HDFC Bank, Shankar Sheth Road Branch, Pune IFSC - HDFC0000104 SB A/c No: 01041530003040
MR.RUSHIKESH SAMPAT GANDHI	Bank Of Maharashtra, Tilak Road Branch, Pune. IFSC – MAHB0000041 SB A/c No : 000068012148519
MRS. NIKITA RUSHIKESH GANDHI	RBL Bank, Gultekdi Branch, Swargate, Pune IFSC - RATN0000050 SB A/c No: 309011400700

3. That the Licensee has further agreed to pay the GST Amount, as applicable on the present transaction to the Licensors regularly



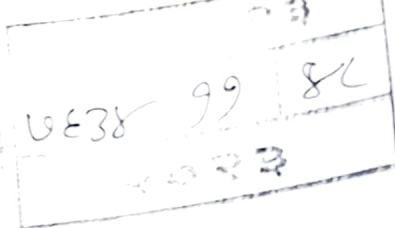
alongwith the License Fee itself. So also, if the Licensee deducts the TDS from the monthly License Fee / Compensation amount, then the Licensee shall provide TDS Certificate about the actual deductions on regular basis to the Licensors. That in case during the continuation of License period, the Licensee fails to provide any TDS Certificate in relevant time and the same causes monetary losses to the Licensors, then the Licensee shall compensate the Licensors from all such losses and damages.

4. The Licensee has deposited with the Licensors a sum of Rs. 20,00,000/- (Rupees Twenty Lakhs Only) vide Cheque No. 254187, on dt. 6.04.2022 drawn on RBL Bank, Kalpana S Gandhi, A/c No : 309000452784, & RBL Bank, Sampat M. Gandhi, A/c No : 309000441894 vide RTGS No : SBINH22264603823 dated 21.09.2022 with the Licensors as and by way of Security Deposit, hereinafter referred to as the "SAID SECURITY DEPOSIT" for the due observance and performance by the Licensee of the terms and conditions stipulated in this Leave and License Agreement including vacating and handing over of the Licensed Premises to the Licensors on determination or sooner termination of the License, as stipulated in this Agreement.

The Security Deposit accepted hereunder shall be refunded without interest by the Licensors on the expiry of the license period, and on the Licensee handing over vacant possession of the said Licensed Premises to the Licensors, after deducting there from all charges/amounts, which are due and payable by the Licensee and cost for making good damage/s, if any caused to the said Licensed Premises or to any fixtures, fittings, paints on the walls etc. therein, and any amount lawfully due to the Licensors .

late

Reling am

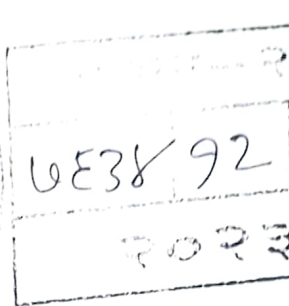


Notwithstanding whatever that is stated herein, it is understood that the vacation of the Licensed Premises by Licensee upon expiry of the License hereby granted and the refund of the total security deposit by the Licensors to the Licensee shall be concurrent obligations to be performed simultaneously.

5. The parties hereto agreed that in case of default in paying the monthly License Fee / Compensation amount for any month by the Licensee to the Licensors before 10th day of each month, then the Licensee shall become liable to pay the said License Fee / Compensation amount along with penalty of Rs. 1,000/- per day to the Licensors. However, if the Licensee fails to pay the License Fee for any consecutive two months to the Licensors, then the Licensors shall entitled / at liberty to terminate the license hereby granted by issuing fifteen days advance notice to the Licensee. If within said Notice period of 15 days the Licensee fails to clear arrears of License Fees and Penalty (as stated above), then upon expiry of such fifteen days notice, the present Agreement will automatically get cancelled.

6. It is specifically agreed by and between the parties hereto that during the continuation of License period agreed hereunder, the Licensee is not entitled to cancel the present Agreement for the period from **01.01.2023 to 31.12.2025**, the said period i.e from **01.01.2023 to 31.12.2025** shall be treated as a **Lock In Period** for the Licensee. That if before expiry of **Lock In Period** the Licensee wants to quit from the present Agreement, then under such circumstances the Licensee shall remain liable to pay License Fees for the balance **Lock In Period** to the Licensor. So also, if in case of breach of any of the terms agreed hereunder by the Licensee during the **Lock In Period** the Licensors terminate the present Agreement, then under such circumstances also the Licensee shall remain liable to pay License Fees for the balance **Lock In Period** to the Licensors.

ate



It is specifically understood that after the Lock in period, the Licensee can terminate the license hereby granted by issuing Six months advance notice to the Licensors.

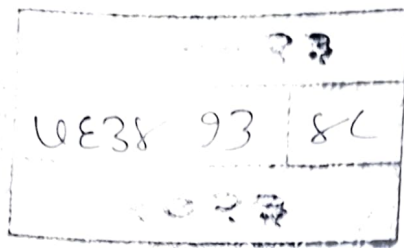
7. That if upon the expiry or earlier termination of the License hereby granted, the Licensee fails to vacate the Licensed Premises in spite of the Licensors willingness to refund the amount of the Security Deposit, then the Licensee shall remain liable to pay double the amount of License Fee / Compensation lastly paid to the Licensors on monthly basis until the Licensee hands over vacant possession of the Licensed Premises to the Licensors. So also, under such circumstances the occupation of the Licensee and its employee, staffs, officers, students etc. over the Licensed Premises shall be termed as unauthorized occupation/ trespasser, and they shall be prosecuted for the same.

8. It is agreed between the parties that at all times the judicial possession of the Licensed Premises shall be of the Licensors and the Licensee has merely been granted the License to make use of the Licensed Premises for a limited period only. That after the expiry or earlier termination of this License hereby granted, the Licensee shall immediately handover vacant and peaceful possession of the Licensed Premises to the Licensors.

9. The Licensee shall be free to run 'School' in the Licensed Premises at it's own risk and cost. If any permission / approval / license of any appropriate authority are necessary for running the said activity at the Licensed Premises, then Licensee shall obtain the said permissions / approvals from appropriate authority at it's own cost before starting any activity in the Licensed Premises. That while running the said School the Licensee shall keep all safety measures/ instrument in order to avoid future risk or accident. If at any time any

ate

nik's



accident is caused in the Premises, then the Licensee shall be remain solely liable to the cost and consequences thereof.

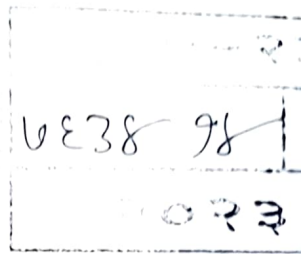
So also, the Licensee undertakes to look after all the security arrangement in order to avoid any unfortunate incidents or accidents etc. at the Licensed Premises with the students or their belonging at their own cost and consequences.

That before execution hereof, the Licensors have provided all the title documents, revenue papers, all the other papers relating to the Licensed Premises and Land to the Licensee. The Licensee has already got verified all the said papers from the experts and satisfied with the title and existing construction, and then only decided to proceed with the present License. As the Licensed Premises is found suitable for the School Activity, the Licensee has decided to take Premises on License Premises from the Licensors.

10. It has been agreed by and between the parties hereto that during the period of License hereby granted, the Licensee shall maintain the said Licensed Premises at its own cost. So also, the Licensee has obtained separate Electricity connection from the M.S.E.D. Co. Ltd. and they shall go on paying Electricity consumption charges to the M.S.E.D. Co. Ltd. as per their own consumption and immediately hand over the Payment Receipts thereof to the Licensors. If the water tax or any other tax is made applicable at anytime in future, then the Licensee shall pay the same. So also, the Licensors shall regularly pay the corporation taxes / cess in respect of the License Premises to the concern authority.

11. It is hereby agreed by and between the parties hereto that the license hereby granted is a personal in nature. The Licensee shall not assign, transfer, sub-let or part with the possession of the

W. D. D. D.



Licensed Premises or any part thereof, to any third party or any sister concern at any time during the continuance of this License period.

12. It is hereby agreed by and between the parties hereto that the Licensee shall permit the Licensors and their agent / authorized person, to enter and inspect the said Licensed Premises and fixtures, fittings therein, at any reasonable time.

13. The Licensee shall not cause any damage and / or make / carry out any permanent structural changes to the said Licensed Premises or remove any door, or other fixtures, fittings from it without the written permission of Licensors. However, the Licensee can carry out necessary Furniture and Interior Work, which is necessary for their activities in the Licensed Premises.

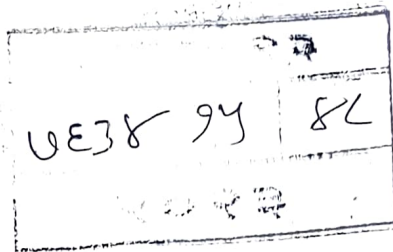
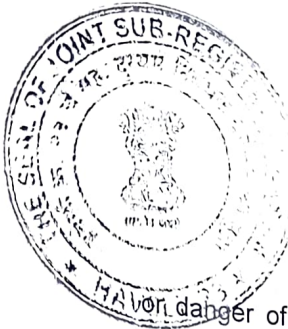
14. The Licensee shall not use the said Licensed Premises for any immoral or illegal purposes or for carrying out any activity or to do anything, which might constitute breach of any law.

15. The Licensee including all it's customers, visitors, students shall not do or defer to be done anything in the Licensed Premises, which is likely to be a nuisance or annoyance to the neighbors or to prejudice to the rights of the Licensors. The Licensee including all its staffs, visitors, student shall follow and adhere to all the related rules & regulation. So also, the Licensee including all it's staffs, visitors, students etc. shall not park their vehicles, i.e. Scooter, Motor Cycle, Car on internal road but park their respective vehicles at the Open Space provided to them.

16. The Licensee shall not store or keep in the said Premises articles or goods (except articles/goods required for it's day to day activity), which may expose the said Premises to undue deterioration

ate

Nile '9 sm



on danger of fire or any articles or goods of any objectionable or hazardous nature to the Licensed Premises.

17. The Licensee shall abide by the rules and regulations of the Government, local Authorities, Pune Municipal Corporation, MSSEDCL and Police etc. and other authorities concerned.

18. It is hereby agreed by and between the parties hereto that the Licensee shall use the Licensed Premises for running School only and not for any other purposes whatsoever.

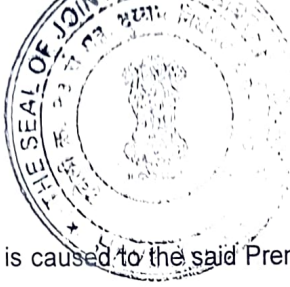
19. Notwithstanding anything contained hereinabove, it is specifically understood that in case the Licensee breaches any of the term and condition of the agreement, then the Licensors shall be entitled to terminate this agreement by giving two months advance notice and the Licensee shall thereupon be liable to vacate the said Licensed Premises.

20. That in case of application of any other tax/cess upon the present transaction at any time during the continuation of present License, the Licensee shall pay such tax/cess to the Licensors.

21. For the removal of doubts, it is hereby declared that there is no intention of the parties hereto, to create any right, title, interest or any tenancy right or any other rights in favour of the Licensee or anybody else. And the Licensee hereby agrees that the Licensee will not claim any tenancy right or any other right, title or interest over the said Licensed Premises.

22. On the expiration or earlier termination of the license hereby granted, the Licensee shall remove all its servants, staffs, students, agents, belongings, articles, furniture, goods and things etc. from the said Licensed Premises and hand over vacant possession of the said Licensed Premises to the Licensors. If during the license period

Plati



08389E 8
022

any loss or damage is caused to the said Premises, fixtures, fittings, paint etc, then the Licensee shall be held responsible for the same and the Licensee shall make good the loss.

23. The Licensee covenants with the Licensors that the obligations hereby granted shall continue throughout the terms of this License period for the proper performance of this leave and license agreement.

24. All approvals, consents and notices / letters required to be given or served here under by either party hereto to the other shall be deemed to be given or served, if the same have been delivered by registered post (A.D.) by either party to the other at their above address only.

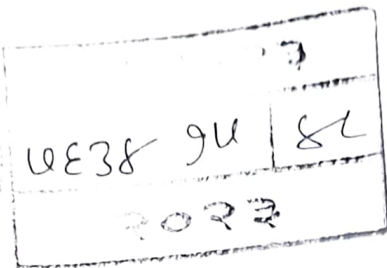
25. That in case during the continuation of license period the Licensors transfer the Licensed Premises to any third party, then the Licensee shall not be entitled to object the same. But under such circumstances such third party / transferee shall remain liable to adhere with the terms of this Agreement.

26. Disputes, if any, which will arise between the parties out of this agreement shall be settled under Pune Jurisdiction only.

27. The cost and expenses of the stamp duty and registration fee, other charges etc. for this agreement shall be borne and paid by the Licensee only. Each party shall however bear and pay their own advocates fees.

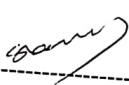


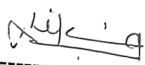





SCHEDULE 'A' **(Description Of Above Referred Licensed Premises)**

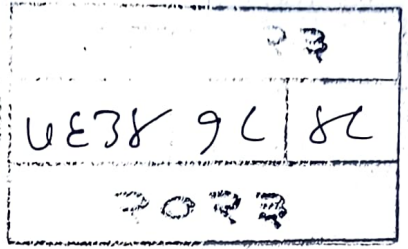
All that piece and parcel of Ground Floor Structure (Part) Built-up area adm. 480 Sq.Mtrs., First Floor Structure Built- up area adm. 960 Sq.Mtrs. and Western Side Open Space (Open Play Ground) adm. 640 Sq.Mtrs. alongwith Rooms constructed upon Land admeasuring



about 11000 Sq.Fts. out of Survey No. 55/1/1A/7 (Old Survey No. 144) totally admeasuring about 0 H. 50 R of Village Katraj coming within the limits of Pune Municipal Corporation and also within the Registration District Pune, Sub District Taluka Haveli and bounded as under : On or towards East : By Land of Mr. Sanjay Gandhi, On or towards South : By Eicher Workshop, On or toward West : By Katraj Highway, On or towards North : By Land of Mr. Sanjay Gandhi

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBE THEIR RESPECTIVE HANDS ON THE DAY AND YEAR MENTIONED HEREIN ABOVE.

DETAILS OF EXECUTANTS	L.T.I.	PHOTO
<p>SIGNED AND DELIVERED by the within named <u>LICENSORS</u></p> <p></p> <p>MR. SAMPAT MOTILAL GANDHI (For Himself and as a <u>Constituted Attorney</u> for Licensor Nos. 2 to 4)</p>		
<p></p> <p>MRS. NIKITA RUSHIKESH GANDHI</p>		
<p>SIGNED AND DELIVERED by the within named <u>LICENSEE</u></p> <p></p> <p>SHREE BHASKARACHARYA PRATISHTHAN, Through Its Authorized Signatory, MR. FULCHAND UTTAM CHATE</p>		



In the present of:

1. Sign : Munol

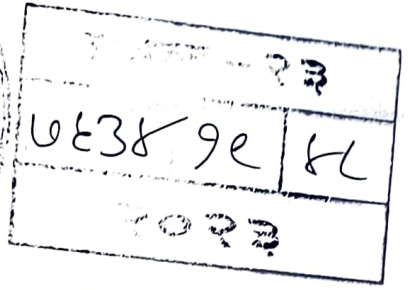
Name : Mitin R. Munol

Add : F/22, Skantikunj, Pune - 411001

2. Sign : Masarkare

Name : Manisha S. Sarkare

Add : Camp, Pune - 1

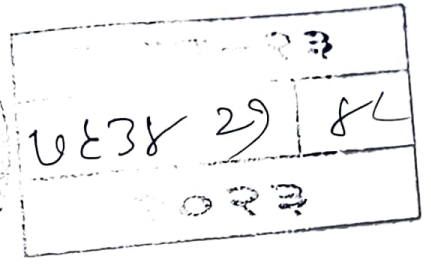




6638 20 8C

Pune Municipal Corporation		
पुणे महानगरपालिका, मिळकतकर विभाग		
Counter Id :	6802	Receipt
Receipt Date :	30-may-2022	
Challan Number :	220530-6802-9061	Account No. : P/D/21/03614000
Name :	KALPANA SAMPAT GANDHI	
Address :	H. NO. 302, WARD NO. 5 KATRAJGAON, PUNE.	
Pay Mode :	NetBanking	Receipt Amount : 16899
Cheque/DD/Ref. No. :	WRBL1180283522	Bank Name : BILLDESK
Cheque/DD/Ref. Date :	01-jun-2022	
Description		Amount
2022_1 [01-April-2022 To 30-September-2022]		8449.00
2022_2 [01-October-2022 To 31-March-2023]		8450.00
Excess Amount		0.00
Received sum of Rs. : Sixteen Thousand Eight Hundred and Ninety Nine		16899
NOTE : Computer Generated online receipt, does not require signature		
Print Receipt		

Pune Municipal Corporation		
पुणे महानगरपालिका, मिळकतकर विभाग		
Counter Id :	6803	Receipt
Receipt Date :	30-may-2022	
Challan Number :	220530-6803-9359	Account No. : P/D/21/03613000
Name :	SAMPAT MOTILAL GANDHI	
Address :	H. NO. 301, WARD NO. 5SR NO-55/1, OPP. MAYURI	
Pay Mode :	HOTEL, PALASTIC KARAKHANA, KATRAJGAON, PUNE.	
Cheque/DD/Ref. No. :	NetBanking	Receipt Amount : 16899
Cheque/DD/Ref. Date :	WRBL1180285401	Bank Name : BILLDESK
	01-jun-2022	
Description		Amount
2022_1 [01-April-2022 To 30-September-2022]		8449.00
2022_2 [01-October-2022 To 31-March-2023]		8450.00
Excess Amount		0.00
Received sum of Rs. : Sixteen Thousand Eight Hundred and Ninety Nine		16899
NOTE : Computer Generated online receipt, does not require signature		
Print Receipt		



SHRI BHASKARACHARYA PRATISHTHAN

Reg.No. MH/227/99-F527(Aurangabad)
Plot No. 441, N-3, CIDCO, Aurangabad. 431003
Tel. No. : 0240-2473001/02. PAN No. AAFTS4665L

Date : 17.11.2022

Board Resolution

Certified True Copy of The Resolution

RESOLUTION No. SBP/22-23/003

SUBJECT : Authorization for execution of Leave and License agreement and to appear before the Sub Registrar for registration of the Leave and License Agreement.

"RESOLVED THAT, the company do apply for the registration of the leave and license agreement for the property situated at **Katraj, Pune**, before the concerned Sub-Registrar."

"RESOLVED FURTHER THAT, **Mr. Fulchand Uttam Chate**, whose Aadhar Number is **5911 4424 5872**, be and is hereby authorized for and on behalf the trust to sign execute and admit the execution of leave and license agreement and to appear before the Sub-Registrar for the registration of the leave and license agreement for the property situated at, " **Katraj, Pune**."

"RESOLVED FURTHER THAT, **Mr. Fulchand Uttam Chate**, be and is further authorized to do any act, deed or things as may be necessary to complete the registration of leave and license agreement in the manner of required by law."

"RESOLVED FURTHER THAT, a copy of this resolution be forwarded to the concerned authority for necessary action in this regard."

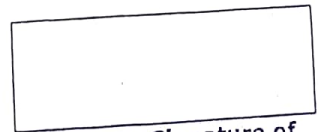
" Certified True Copy"

For & On Behalf of

Shri Bhaskaracharya Pratishthan Trust

F. Chate

Gopichand Chate
(Presidnet)



Specimen Signature of
(Mr. Fulchand U. Chate)

3
307 22 12
3

शुद्ध विवर	...
...	...

SHREE BHASKARACHARYA
MATHS, THAKUR

24.11.1995
Permanent Account Number

4754855

