



दस्तावेजांक व वर्ष: 8162/2008

Friday, December 30, 2008

8.18.12 PM

दुय्यम निवाडा: खंड

नॉटरी 63 म.

मि. 63 म. 8.

सूची क्र. दोन INDEX NO. II

गावाचे नाव : आंबेढाण

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप भाडेपट्टा  
व बाजारभाव (भाडेपट्ट्याच्या  
बाबतीत पट्टाकार आकारणी देतो  
की पट्टेदार ते नमूद करावे) मोबदला रु. 9,600,000.00  
वा.मा. रु. 9,600,000.00

- (2) नू-मापन, पोटहिस्सा व घरक्रमांक  
(असल्यास)

(1) गट क्र.: 299 वर्णना गाव मौजे आंबेढाण येथील जमिन ग.नं 299 क्षेत्र 03 हे 97 आर आकार  
08 रु 75 पैस त्यापैकी क्षेत्र 00 हे 80 आर म्हणजेच 80000.00 रू. फुट आकार 1 रु 77 पैस  
तसेच सदरील मिळकतीमध्ये होणारे शाळेच्या इमारतीच्या नियोजित बांधकामासह मिळकत हया या  
लिंक अँड लायसन्स जॅग्रीमेंट दस्ताचा विषय असो. (मुदत 30 वर्षे)

- (3) क्षेत्रफळ

(1)

- (4) आवारणी किय जुडी देण्यात  
असेल तेव्हा

(1)

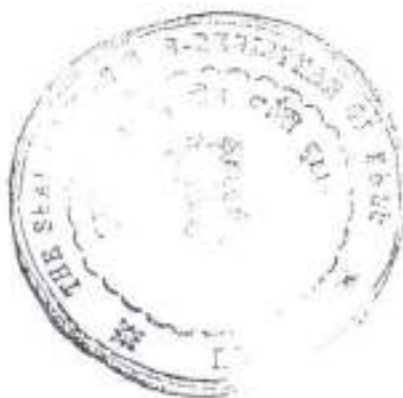
- (5) दस्तऐवज करून देण्या-या  
पक्षकाराचे व संपूर्ण पत्ता नाव किय  
दिवाणी न्यायालयाचा हुकुमनामा  
किया आदेश असल्यास, प्रतिनादी  
नाव व संपूर्ण पत्ता

(1) मोदी राजेंद्र नाथ - 12 लोक पौदार पवन व पौदार मल्ला  
यांचे मिळकत नू. नमून / अथोराइज्ड सिविल डि.एस.जे फ्रॅक्शन - -; घर/प्लॉट नं: -;  
गल्ली/रस्ता: -; ईमारतीचे नाव: -; इमारत नं: -; पेट/वसाहत: -; शहर/गाव: पौदार इंदरनेशनल  
स्कूल, पिता: पुन: -; तालुका: -; पिन: -; पैन नंबर: -

- (6) दस्तऐवज करून घेण्या-या  
पक्षकाराचे नाव व संपूर्ण पत्ता किय  
दिवाणी न्यायालयाचा हुकुमनामा  
किया आदेश असल्यास, बादीचे नाव  
व संपूर्ण पत्ता

(1) रामचंद्र गोविंद भेगडे; घर/प्लॉट नं: -; गल्ली/रस्ता: -; इमारतीचे नाव: -; इमारत नं: -;  
-; पेट/वसाहत: -; शहर/गाव: आंबेढाण; तालुका: खंड पुणे; पिन: -; पैन नंबर: -;  
(2) बाळासाहेब रामचंद्र भेगडे; घर/प्लॉट नं: -; गल्ली/रस्ता: -; इमारतीचे नाव: -; इमारत नं: -;  
-; पेट/वसाहत: -; शहर/गाव: आंबेढाण; तालुका: खंड पुणे; पिन: -; पैन नंबर: -;  
(3) रामचंद्र गोविंद भेगडे; घर/प्लॉट नं: -; गल्ली/रस्ता: -; इमारतीचे नाव: -; इमारत नं: -;  
-; पेट/वसाहत: -; शहर/गाव: आंबेढाण; तालुका: खंड पुणे; पिन: -; पैन नंबर: -;  
(4) रामचंद्र गोविंद भेगडे; घर/प्लॉट नं: -; गल्ली/रस्ता: -; इमारतीचे नाव: -; इमारत नं: -;  
-; पेट/वसाहत: -; शहर/गाव: आंबेढाण; तालुका: खंड पुणे; पिन: -; पैन नंबर: -;  
(5) रामचंद्र गोविंद भेगडे; घर/प्लॉट नं: -; गल्ली/रस्ता: -; इमारतीचे नाव: -; इमारत नं: -;  
-; पेट/वसाहत: -; शहर/गाव: आंबेढाण; तालुका: खंड पुणे; पिन: -; पैन नंबर: -;

- (7) दिनांक करून दिल्याचा 24/12/2008  
(8) नोंदणीचा 30/12/2008  
(9) अनुक्रमांक, खंड व पृष्ठ 8162 /2008  
(10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 288000.00  
(11) बाजारभावाप्रमाणे नोंदणी रु 30000.00  
(12) शेरा



वाच्य प्रतिबिम्ब

१. वसुधैव कुटुम्बकम्  
२. वाचमी  
३. वसुधैव कुटुम्बकम्

दुय्यम निवाडा: खंड



SUB-REGISTRAR  
KHED  
MAH-CCRAID0108

भारत 0817 SPECIAL महाराष्ट्र  
157477 DEC 24 2008  
R-0288000/PO1166  
INDIA STAMP DUTY MAHARASHTRA

अहमदी उपर दहे काय अहमदी हजारे भवत

नाम - पोदार एड्यु. ट्रस्ट पुरे लुंबई  
वस्तु - 100 अ. म. अहमदी न  
हजे - 1000  
पा. क्र. - उपपुण्ड हजारे - 232101  
घ. क्र. - 33 हजारे - 232101

----- 2 -----

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

प्रॉपर ऑफिसर/ 102  
बदा दुप्यम निबंधन (खेड) पुणे

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 Building, 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 / *अहमदी अहमदी अहमदी*  
Mr. D. S. J. FRANKLIN. FRANKLIN.  
Age- 46 Yrs. Occu- Chief Administrator Officer,  
R/at Podar international school, Pimpri, Pune



1982 23 26  
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(वि. वि. नमूना क्र. १) (Fin. R. Form No. 1)

सर्वसा. ११३ मे.  
Gen 113 me.

इस प्रत [अहस्तांतरणीय]  
ORIGINAL COPY [NON TRANSFERABLE]

१९७३

शासनास केलेल्या प्रदाताची पावती  
RECEIPT FOR PAYMENT TO GOVERNMENT

३५ ७४७७

ठिकाण/Place..... दिनांक/Date..... २४/१२/०८

Received from..... पादार कृष्ण प्रसाद धर्माळ लखे

रु./Rs..... रुपये/Rupess..... २५०००/-

on account of..... दोन लाख भुमिपूजा ला. १५

रोखपात व लेखापाल  
Cashier or Accountant

३९  
२४/१२/०८

(सही/Signature)  
(पदनाम/Designation)

### LEAVE & LICENSE AGREEMENT

This LEAVE & LICENSE AGREEMENT is made and execute at Rajgurunagar, Pune, this Wednesday On 24<sup>th</sup> day of December 2008 by and

BETWEEN

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

--- 2 ---



लड्डय		
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३००८		





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९६२	७	१६
२००८		

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

#### PARTY OF THE OTHER PART...

**DESCRIPTION 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. feet. Assessment of Rs. 01=77 Paise, And bounded by follows-

#### BOUNDRIES

- On or Towards East - Remaining portion out of G. No. 299
- On or Towards South - Chakan Shive Road.
- On or Towards West - Remaining portion out of G. No. 299
- On or Towards North - Remaining portion out of G. No. 299

As above bounders and with all the easement rights and other all rights, together with easement, appurtenances, ingress, pathways, structures, 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 Licensee are already running schools at various other places and they desire to open new school at Ambethan, Tal Khed, Dist Pune and



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रुमने ६		

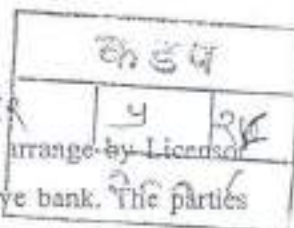
there fore was in need of the premises on lease hold basis for running of school.

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 1<sup>st</sup> phase and approx. 27,000=00 sq. feet carpet area in 2<sup>nd</sup> 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



remaining 75 % amount of Construction cost will be arrange by Licensor by obtaining loan from the nationalized or co-operative bank. The parties hereby also agreed that the E. M. I. of 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.

8. The monthly compensation amount will be paid in advance at the beginning of on or before 5<sup>th</sup> 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 1<sup>st</sup> June 2009 and Licensee will start to pay the Licensee 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 2<sup>nd</sup> phase area of approx. 7000-00 Sq. feet carpet area will be constructed by the licensor. The construction of the 2<sup>nd</sup> phase to be completed provisionally by 1<sup>st</sup> April 2013. This area can be given on lease only to the Licensee and the rate will be as per the column No. 7. Two 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 1<sup>st</sup> phase of Rs. 60 lacks would be given by the Licensee to the Licensor as under-
- At the time of signing M.O.U. Rs. 50000/- (Rs. Fifty thousand Only)
  - 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.
  - 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.
  - At the time starting construction of 2<sup>nd</sup> 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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18. All structural /Major repairs to be carried out by the Licensor which is 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 concessional rate of electricity & water for school purpose.
25. The Licensee will provide two bore wells for gardening /water purposes.





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26. Legal costs would be borne by each party individually.
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 Licensee.
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 be 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 3<sup>rd</sup> 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.

SIGNED AND DELIVERED BY THE WITHINNAMED LICENSOR IN PRESENCE  
OF

रामचंद्र गोविंद भेगडे  
Mr. Ramchandra Govind Bhegade,

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

Balasheb  
Mr. Balasheb Ramchandra Bhegade,

Kailas  
Mr. Kailas Ramchandra Bhegade,

Dattatraya  
Mr. Dattatraya Ramchandra Bhegade,

Sign- Chatur

Name- Ganesh Sudam Chatur

Address- Alp Chakan, Khed Pune

SIGNED AND DELIVERED BY THE WITHINNAMED LICENSEE IN  
PRESENCE OF -

Mr. D. S. J. Franklin

Mr. D. S. J. Franklin

For PODAR EDUCATION TRUST

By Mr. Pavan Podar & Mrs. Mamta Podar

Through their power of attorney holder.

LECNSEE

Sign- Arjun Maruti Podar

Name- Arjun Maruti Podar

Address- Ambekar, Khed Pune

Attachments -

Annexure A Building & Specifications

Annexure B Building C. D.

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

