

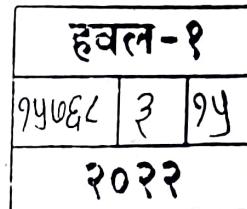
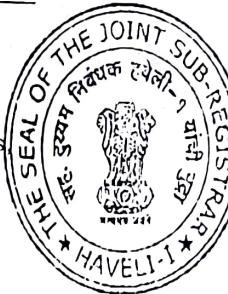
AGREEMENT OF LEAVE AND LICENSE

This Leave and License Agreement is made & executed on 1st day of August 2022.

BETWEEN

1] MR. ASIF ABBAS DARUWALA

Age - 59 years, Occupation - Business
Pan No:-AAPPD5758B
Aadhar No:-520077142113



2] MR. ARIF ABBAS DARUWALA

Age - 57 years, Occupation - Business,
Pan No:-AEIPD9869E
Aadhar No:-211842077834
R/at: 30/1, Gultekdi, Pune, Maharashtra 4110037.

Hereinafter called as the "THE LICENSORS" (which expression, shall unless repugnant to the context or meaning thereof shall be deemed to include her heirs, executors, administrators, and assigns of the one part)

AND

DARUWALA EDUCATION SOCIETY'S
CRESENT HIGH SCHOOL & JUNIOR COLLEGE
through the hands of its authorized signatory

1] MR. ASIF ABBAS DARUWALA (AS CHAIRMAN/PRESIDENT)

Age:- 59 years, Occupation - Business.
Pan No:- AAPPD5758B
Aadhar No:- 520077142113
Permanent R/at 30/1, Cresent House, Gultekdi, Pune, Maharashtra 4110037.

Hereinafter called as the "THE LICENSEES" (which expression, shall unless repugnant to the context or meaning thereof shall be deemed to include his heirs, executors, administrators, and assigns of the another part)

WHEREAS the Licensors is well seized and possessed of the entitled building consisting of Ground + Three upper Floors consisting of rooms, constructed (open plot area admeasuring about 31,000 Sq.fts, and building construction thereon 46,000 Sq.fts bulit up) laying and being situated at Land bearing Survey No.557A, Plot No. 30A, Its City Survey No.97A-1/50, Market yard, at village Gultekdi within the Registration Sub-District of Taluka Haveli, District Pune and more particularly described in the schedule I hereunder and hereinafter called as "The Said" property.

WHEREAS the Licensors is now-a-days running their business at a long distance from the said Premises, hence the above said property is vacant and not in use, so for purpose of cleanliness and proper utilization of the property it is necessary to be used, therefore Licensors wanted to give it on License of Commercial purpose to someone else as for school activities and Crescent High School and Junior College Educational activities.

WHEREAS the Licensees being in need of a business premises on leave and license basis and therefore approached the licensor for a period of Sixty months from the date mentioned in the clause no. 1 below.

WHEREAS the Licensors has agreed to comply with the request of the Licensees to give him leave and license to use and occupy the said premises for a period of Sixty months on the terms and conditions mutually agreed upon and the same is desirable to be reduced into writing.

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

1. That in consideration of stipulations hereinabove and the observance of the terms and conditions on the part of the Licensees, the Licensors hereby grants permission to the Licensee to use and occupy the above said Premises and the Items given in the list written hereunder for a period of Sixty months commencing from 01/08/2022 and ending on 31/07/2027 and the said leave and license Agreement is having locking Period of 2 Years from the date of Licensee period start.

2. **SECURITY DEPOSIT:-**

The Licensees has paid to the Licensors the sum of Rs. Rs. 24,00,000/- [Rupees Twenty Four Lacs Only], amount only by cheque no 037734 and cheque no. 037735 both cheques dated 01/08/2022, Federal Bank, Tilak road Branch, Pune being the security deposit with Licensors and to be payable by the Licensors to the Licensees at the time of expiry of this leave and license agreement or earlier termination thereof, as the case may be without any interest on the same.

2A) **COMPENSATION:-**

The Licensee shall pay to the licensor Rs.12,00,000/- [Rupees Twelve Lacs Only], per month for the first five year after every coming 5 year 5% rise on license fee / compensation amount for use of the said premises it more particularly describe by following chart and the same shall be payable by the licensee to the licensor from 1st to 5th day of the concerned month, in addition to this the licensee shall pay the Electricity Charges, Maintenance charges and all other outgoings payable in respect of the said Premises and the receipts obtained shall be handed over to Licensors and if there is delay in payment of the License fee then there will be fine of Rs. 500/- per day to the Licensee.

Period	Compensation
1/08/2022 to 31/07/2027	Rs. 12,00,000/- Per Month

3. **DURATION:-**

This agreement shall be for a period of 60months (Sixty months) from the 01/08/2022 on and ending on 31/07/2027 the terms and conditions mutually agreed upon by the parties. The Locking period for this agreement is for 2 years from the date of License period start, it is mutually decided by both parties for the further extension of the Agreement for the period next six terms of 5 years or it may be auto renewal by every 5 years for next six terms.

4. **LICENSEES TO USE THE SAID PREMISES FOR HIS OWN BUSINESS PURPOSE:-**

The Licensee shall use the said premises for his own School business purpose only and shall not allow anyone else to use and occupy the said premises or any part thereof or will not sublet or sublease or sublicense. In case of violation of the terms of this agreement the Licensors will have right to terminate this deed without any notice and will have the right to take immediate de-facto possession, as the legal possession is with Licensors only.

5. That the Licensee shall not in any way be entitled to claim tenancy nor shall claim any other right except otherwise than pure and simple leave and license.

6. **LICENSEE TO KEEP PREMISES IN TENABLE CONDITION:-** That the Licensee shall keep and maintain the said premises in good, clean condition.

7. **LICENSEE NOT TO CLAIM ANY OTHER RIGHT IN THE SAID PREMISES:-**

That the Licensees shall be deemed to be only a Licensee for a period of Sixty months only by virtue of this agreement and shall not make or have any claim to tenancy, sub-tenancy or any other right in respect of the said premises.

8. **SAFETY:-**

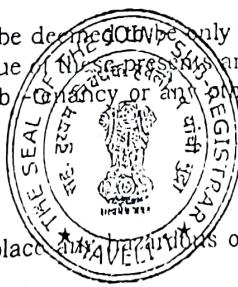
The Licensees shall not place any dangerous or inflammable articles in the said premises

9. **LICENSEES NOT TO MAKE ALTERATIONS :-**

The Licensees shall not change or alter whether of temporary or permanent nature in the premises or any part thereof without the previous consent of the Licensors. In addition to that, the Licensees shall not be allowed to make any changes or any alternate use of the outside license premises, licensees can't make any changes.

10. **LICENSEES SHALL NOT MAKE WRONG USE OF THE PROPERTY :-**

The Licensees shall not use the premises for any illegal, immoral or improper purpose and shall not commit nuisance to the neighbours of the said premises. The Licensees cannot misuse the Licensed premises and cannot mortgage or sublet the property to any bank or Guarantee regarding Licensed premise to any bank or any financial institution, if the Licensees commits such an act then it should be considered as



9	Y	U	E	L	2	0	2	2
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breach of conditions herein, then the licensors shall be at liberty to revoke the leave and license agreement and evict the licensees immediately without any prior notice.

11. **LICENSEES TO COMPLY WITH ALL RULES AND REGULATIONS :-**

The Licensees shall comply with all rules and regulations laid down by Licensors where the premises is situated, and in case of any violation of the term for such rules and regulations, the licensees shall be solely liable for any penalty or punishment.

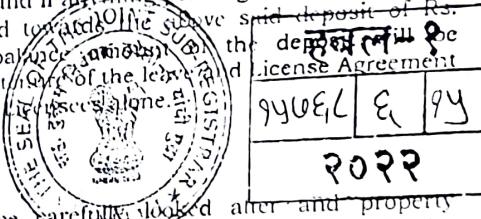
12. The Licensees shall not do or not permit anyone to do in or upon the said licensed premises any such trade or occupation or to do or offer to do anything which might be a nuisance or annoyance to or in any way interfere with the quiet enjoyment and comfort of the neighboring or adjoined occupiers.

13. **INSPECTION :-**

The Licensees shall permit the Lessor or their agent to enter and inspect the Premises after due notice and the Licensees on his expenses shall repair the damage of minor nature in the premises as per Lessor's direction within a period of 15 days from the receipt of notice from the Lessor to that effect.

14. **TAXES AND OUTGOINGS :-**

Municipal Corporation Taxes shall be paid by Licensees, and M.S.E.D.C.L bills will be paid by Licensees and the building maintenance will be paid by the Licensees, and if anything pending out of above, then these amounts will be debited towards the above said deposit of Rs. 24,00,000/- paid and the balance amount of the deposit will be refunded. In future during the term of the leave and license Agreement the same shall be borne by the Licensees alone.



15. **DAMAGES :-**

Electrical installation shall be carefully looked after and properly maintained by the Licensees. If any damage is caused to the same, the Licensees shall make good the same to the satisfaction of the licensors or replace the same with the same quality. The Licensees shall use the electric supply and shall pay the bill for the same separately as per reading or electric meter. And the receipt of the same is to be given to the Licensors every month.

16. **INCIDENTAL AND EMERGENCY EXPENSES :-**

The Licensees shall bear all the incidental and Emergency expenses like water tanker expenses etc. then that shall be borne by the licensees only.

17. The Licensees shall not make any alteration in the premises and shall not put any permanent fixtures therein except with the written permission of the Licensors previously obtained and on the terms and conditions as may be imposed by the Licensors.

18. The licensee shall be liable to be revoked, if the Licensees commits any breach of any of the terms and conditions mentioned herein above.

19. ON EXPIRY OF AGREEMENT LICENSEE TO HANDOVER POSSESSION

The legal possession of the property is with the Licensors ALWAYS but the de-facto possession of the use is with the licensees. So on the expiry of this agreement the Licensees shall handover the vacant and Peaceful de-facto possession to the Licensors without any objection. In the event the licensees shall have to handover vacant and peaceful possession of the said Office in good and clean condition, the Licensors will be entitled at liberty to enter into the premises which is with the Licensee, without recourse to the court of law and without prejudice to the right of Licensors to recover damages from the Licensees. The Licensees shall get the interior of the said property painted if desired.

20. That even though Licensees is using the property, the legal and judicial possession of the said property will remain with the Licensors and at the time of termination of the license, Licensees will stop the use of the premises and will hand over the property and fixture attached to it in a good condition to the Licensors. In case any expenses are required for the repair of these, that amount will be deducted from the security deposit paid and balance deposit will be refunded.

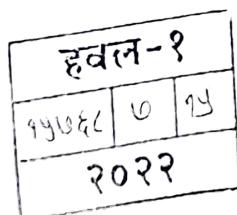
21. The expenses of these documents are to be borne in equal part by both the parties.

21. The expenses of the Stamp Duty, Registration Charges will be borne by the Licensors and the Licensees equally.

SCHEDULE OF PROPERTY
DESCRIPTION OF PROPERTY

All that constructed portion being Non-residential unit of the entitled building consisting of Ground + Three upper Floors consisting of rooms, constructed on Plot No. 30A, laying and being situated at Land bearing S. No. 557A, ITS City Survey No 97 A-1/50, Market yard, at village Gultekdi within the Registration Sub-District of Taluka Haveli, District Pune within the Jurisdiction of Sub Registrar Haveli, and within Pune Municipal Corporation Limit, with the fittings, Fixtures, and amenities.

IN WITNESS WHEREOF, the parties hereto set and subscribe their respective hands on the day and year mentioned herein above.



I/ Mr. ASIF ABBAS DARUWALA

LICENSOR



2] Mr. ARIF ABBAS DARUWALA

LICENSOR



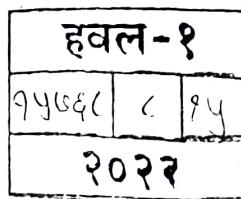
DARUWALA EDUCATION SOCIETYS,
CRESCENT HIGH SCHOOL & JUNIOR COLLEGE
Through its authorized signatory
2] Mr. ASIF ABBAS DARUWALA
LICENSEE



WITNESSES :-

1] Sign:- *Omalled*
Name:- *Omalled, g. Malladi*
Add:- *Ent. f. Ahmed, g. Malladi*
Bibinwadi, pune 37

2] Sign:- *Ahmed*
Name:- *Ahmed, Salim Shaikh.*
Add:- *Kondwani 42*



No subject)

From: asif daruwala (daruwalaasif@yahoo.co.in)

daruwalaasif@yahoo.co.in

To: Saturday, 4 December, 2021, 11:56 am IST

ONLINE_CHALLAN_PRINT.aspx

PUNE MUNICIPAL CORPORATION

PROPERTY TAX PAYMENT RECEIPT

Owner Name	DARUWALA MOHAMMAD ABDASHAII [NP]		
Address	557 A/30A GULTI KADI PUNE 411 037		
Bank ref. Number	WHDFO448129877	Property AC number	P 04 003100
Payment Mode	NetBanking	Bank Gateway	ICICI
Amount	75449	Transaction Date	05-12-2021

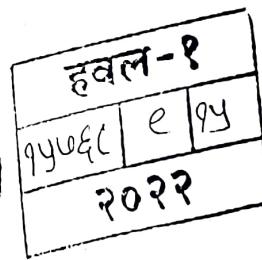
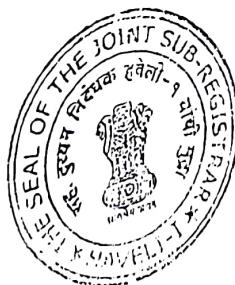
NOTE : Computer Generated online receipt, does not require signature

For more information please visit us on propertytax.pune.corporation.in

Note: Your transaction may take Half an hour to get update in system

[Print Receipt](#)

Sent from Yahoo Mail for iPhone





सूची क्र.2

दस्तावेज़ निवाशन : गह. द. नि. हवांसी 23

दस्तावेज़ नं. 2149/2017

नोंदारी

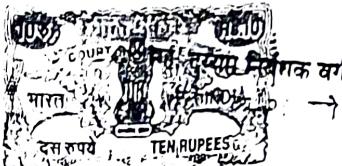
Regn 63m

गावाचे नाव : 1) गुलटेकडी

ग्रहणात्र

०

97258045.5



1) गाविक्कन नाव पां. म. न. गा. ट्रॅक वांगी, इन नाव मालिनी गांवे गवांडुरी शरील नं. ५५७ पा. या मिळालीमधील घट्ट वर्ष ३० पा. गांवी गी गी पा. ९७ पा. १/५० यांगी अंदराल ११२१.१८ नी नी ग न्यावर यांगीली विगेंट इमारत यांगी अंदराल १४३९.९८ नी नी ग्रन्त ग्रन्त ग्रन्त विगार आंदे. (नावे मंदिर आंदे-मुलगा) (Final Plot Number : 473.)

1) १४३९.९८ नी मंदिर

(1) विनेशाचा प्रकार

(2) संवदना

(3) वाजारभाव (भाइपट्टयाच्या आकारांची देणो की नस्तद्वार ने नस्त द्वार)

(4) भू-प्राप्ति, गोळिन्मा व प्रग्रहमांद (प्रग्रहमांद)

(5) वेत्तमा

(6) आकारांची किंवा जूडी देण्यात प्रमाण नेण्या.

(7) इनांवरून करत देणा-या/विद्वन देण्याचा या धक्कागावे नाव दिवा दिवावाची न्यावाची न्यावाची हुक्मनामा किंवा आंदेंग प्रग्रहमांद, प्रतिवादिचे नाव व नाव.

(8) इनांवरून करत देणा-या प्रदर्शन व चिया दिवावाची न्यावाची न्यावाची हुक्मनामा किंवा आंदेंग प्रग्रहमांद, प्रतिवादिचे नाव व नाव

(9) इनांवरून करत दिल्याचा दिनांक

(10) इन नोंदारी केल्याचा दिनांक

(11) नव्यमार्क, खुड व पृष्ठ

(12) वाजारभावाची प्रमाणे मुद्राक शुल्क

(13) वाजारभावाची प्रमाणे नोंदारी शुल्क

(14) गोळ

17/03/2017

17/03/2017

2149/2017

973500

200

१) नदकार चायली

२) रुग्याल घेताली

वस्त्रभांडकाचा १०००

ती छापी ५) दोर्हवां

यांना दिली

क्रिंक १७/०३/२०१७

म्यावाची नोंदारी निवाशन देण्यांसा वापरात.

म्यावाची नोंदारी निवाशन देण्यांसा वापरात.

If Gift is of Agricultural or Residential property and is in favor Husband, Wife, Son, Daughter, Grandson, Granddaughter or wife of deceased son



हॅवल - १		
१५०६८	१०	२५
२०२२		

CRESCEENT HIGH SCHOOL & JUNIOR COLLEGE

Daruwala Education Society's

Permanently Unaided Minority Institute



Estd 1975

Index No.: 11.15.086
J11.15.100

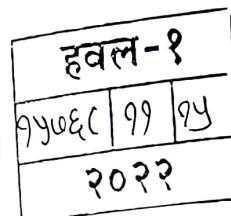
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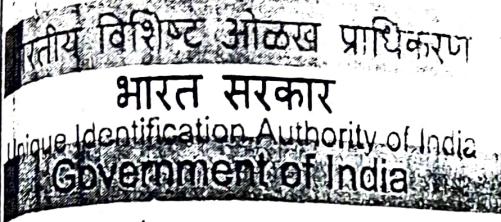
Date _____

RESOLUTION

This Resolution passed on this day of 3rd August 2022 that Daruwala Education Society's "Crescent High School and Junior College" will take the premises situated at 557/A/30/A Gultekdi Pune 411037. From Asif Daruwala and Arif Daruwala owners on Leave and License Basis.

~~Secretary~~





To:
 अरिफ अब्बास दारुवाला
 Arif Abbas Daruwala
 S/O: Abbas Daruwala
 20032013
 Maharashtra Nagar Road
 Serve No.30/1 Gultekadi Maharashtra Nagar
 Pune City
 Market Yard Pune City Pune
 Maharashtra 411037



Ref: 271 / 16G / 539150 / 540645 / P



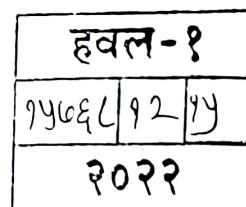
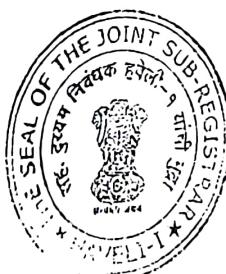
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आपला आधार क्रमांक / Your Aadhaar No. :

2118 4207 7834

आधार - सामान्य माणसाचा अधिकार



भारत सरकार
Government of India

अरिफ अब्बास दारुवाला

Arif Abbas Daruwala

जन्म वर्ष / Year of Birth : 1956

पुरुष / Male



2118 4207 7834

आधार - सामान्य माणसाचा अधिकार

आसिफ अब्बास दरूवाला
Asif Abbas Daruwala
जन्म तारीख/DOB: 27/05/1965
पुरुष/ MALE
Mobile No: 9823170786

5200 7714 2113
VID : 9140 0434 8475 1591

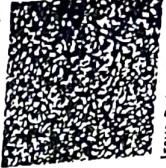
माझे आधार, माझी ओळख

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पता:
S/O: अब्बास दरूवाला, सर्वे नं.30/1 गुल्टेकडी, महाराष्ट्र
नगर, पुणे शहर, पुणे,
महाराष्ट्र - 411037

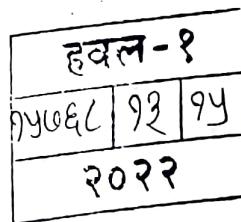
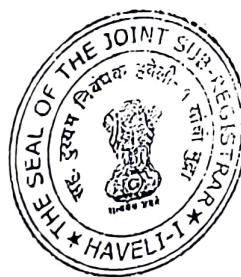
Download Date: 02/07/2021
Address :
S/O: Abbas Daruwala, Sarve No.30/1
Gultekadi,Maharshi Nagar, Pune City,
Pune,
Maharashtra - 411037

Issue Date: 23/04/2017



1947 | help@uidai.gov.in | www.uidai.gov.in

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आयकर विभाग
INCOME TAX DEPARTMENT
ASIF ABBAS DARUWALA
ABBAS CHANDUBHAI DARUWALA

06/04/1965
Permanent Account Number
PAN: AARPD5758B
Signature



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Summary-2

दस्त गोपवारा भाग-2

दस्त 1
दस्त क्रमांक: 15768/2022

2022 156:01 PM
दस्त क्रमांक: 15768/2022
लायसेन्स नंबर: 36-अ-निक्ह अॅड नायसेन्स

पक्षकाराचे नाव व पत्ता

नाव: आसिफ अब्द्वाला दारूवाला -
पत्ता: प्लॉट नं.: -, माळा नं.: -, इमारतीचे नाव: -, ब्लॉक नं.: -, रोड नं.:
गुलटेकडी पुणे, महाराष्ट्र, पुणे.
पत्ता नंबर: APPD5758B

पक्षकाराचा प्रकार

नायेन्सार
वय: -59
स्वाक्षरी: -

दायाचित्र



अंगठ्याचा ठमा



नाव: आरिफ अब्द्वाला दारूवाला -

पत्ता: प्लॉट नं.: -, माळा नं.: -, इमारतीचे नाव: -, ब्लॉक नं.: -, रोड नं.:
गुलटेकडी पुणे, महाराष्ट्र, पुणे.
पत्ता नंबर: AEIPD9869E

नायेन्सार
वय: -57
स्वाक्षरी: -

नाव: दारूवाला ए.जु.केशन सोसापटी केसेन्ट हाय स्कूल अॅड जुनियर
कॉलेज तरफे अधिकृत स्वाप्तीधारक आसिफ अब्द्वाला दारूवाला -
पत्ता: प्लॉट नं.: -, माळा नं.: -, इमारतीचे नाव: -, ब्लॉक नं.: -, रोड नं.:
गुलटेकडी पुणे, ..
पत्ता नंबर: APPD5758B

नायेन्सी
वय: -59
स्वाक्षरी: -



दस्तऐवज करून देणार तथाकीत 36-अ-निक्ह अॅड नायसेन्स चा दस्त ऐवज करून दिल्याचे कवुल करतात.
क्र.3 ची वेळ: 05 / 08 / 2022 01 : 52 : 13 PM

पक्षकाराचे नाव व पत्ता
1 नाव: वकील मंगेश पांडेदार
वय: 42
पत्ता: पदाशिव ठेठ पुणे
पत्ता नंबर: 411030

स्वाक्षरी

दायाचित्र

अंगठ्याचा ठमा



पुस्तक क्रमांक एक
क्रमांक १५७६८ वर नॉडविला

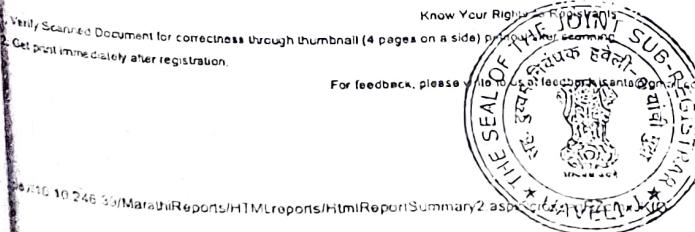
क्र.4 ची वेळ: 05 / 08 / 2022 01 : 53 : 12 PM

संविधान, हवेली-१

Payment Details.

Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used AI	Deface Number	Deface Date
1 ASIF ABBAS DARUWALA	eChallan	02003942022080400967	MH006023962202223E	183000.00	SD	0003041525202223	05/08/2022
2	DHC		0408202209028	300	RF	0408202209028D	05/08/2022
3 ASIF ABBAS DARUWALA	eChallan		MH006023962202223E	1000	RF	0003041525202223	05/08/2022

SD: Stamp Duty] [RF: Registration Fee] [DHC: Document Handling Charges]



15768 / 2022

