C/41

Rs. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

© 2015 ©

PY 533255

जिल्हा कोषागार कार्यालय, ठाणे

- 3 OCT 2016

मुद्रांक प्रमुख लिपीक / लिपीक

3/10/2016

जोडपत्र-1/फक्त प्रतिज्ञापत्रासाठी 20397 दिनांक 26 OCT 2016

मुद्रांक विक्री नोंदवही अनुक्रमांक _____

मुद्रांक विकत घेण्याऱ्याचे नाव Dr. G. D. Pol

पत्ता व सही _____

श्री. प्रविण विष्णू शिंगाडे,

परवाना क्र. 16/2000, नविन प.क्र. : 1201043,

मुद्रांक विक्रीचे ठिकाण : सुनिता सर्व्हिसेस, शॉप नं. 23, प्रभात सेंटर एनेक्स, प्लॉट नं. 7, सेक्टर-1ए, सी.बी.डी. बेलापूर, नवी मुंबई. मो. 09324704124

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून 6 महिन्यात वापरणे बंधनकारक आहे.

AGREEMENT FOR LEAVE & LICENSE

Between

Reg : 29 (M)

THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED (CIDCO)

And

Dr.G.D.POL FOUNDATION

HRISHIKESH G. POL

Dr. G. D. POL FOUNDATION

C/413

CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD.

LEAVE AND LICENCE AGREEMENT

THIS AGREEMENT OF LEAVE AND LICENCE made at CBD – Belapur, Navi Mumbai this 30th day of Dec. 2016 between City & Industrial Development Corporation of Maharashtra Limited a Company incorporated under the Companies Act, 1956 and having its registered office at Nirmal, 2nd Floor, Nariman Point, Mumbai–400 020 hereinafter called "The Corporation" (which expression shall where the context so admits, be deemed to include its successors and assigns of one part) and **Dr.G.D.POL FOUNDATION**, having its principal place of business at **Institutional Area, Sector 4, Kharghar**, hereinafter referred to as **'the Licensee'** (which expression shall there the context so admits, be deemed to include its successor or successors and permitted assign or assigns) of the Other Part.

Dahaba
30.12.2016

WHEREAS :

a) The Corporation is the New Town Development Authority declared for the area designated as site for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of its power under sub-section (1) of Section 113 (3-A) of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra XXXVII of 1966) hereafter referred to as **'the Said Act'**.

a. The State Govt. is, pursuant to Section 113 (A) of 'the said Act' acquiring lands described therein and vesting such lands in the Corporation for development and disposal.

b. The Corporation holds piece or parcel of land described in the Schedule hereunder written and more particularly delineated on the plan annexed hereto and shown thereon by Red colour boundary line (hereinafter referred to as **'the Said Land'**)

c. The Corporation has offered to the Licensee to grant the licensee or permission to use and occupy the Said Land for the purpose hereinafter stated and the Licensee has consented to do so.

d. Both the Corporation and the Licensee are desirous of recording the terms and conditions of the license so granted by the Corporation to the "Licensee"

Now this Leave & License Agreement witnesseth as follows :

1. In consideration of the License Fee of Rs 1000/- (One thousand only) paid by the Licensee to the Corporation, the Corporation hereby grants to the Licensee the license or permission to use and occupy the Said Land for the period of **Ten (10) Years** commencing from **26/05/2015 to 25/05/2025**, as a **Medical Plant and for no other purpose.**

2. The Corporation shall be entitled to issue to the Licensee such directions as the Corporation may think proper and expedient for the better efficient development of the Said Land for **Medical Plant**. The licensee shall comply with such directions with utmost dispatch and without any demur. Nothing contained herein shall be deemed to confirm upon the Licensee.any rights to claim from the Corporation any fees, cost, charges or expenses for complying with such direction.

3. If required, the Licensee shall approach to the concerned authority of the Corporation and shall obtain water connection on such terms and conditions as

Dubang
Asst Estate Officer
CIDCO Ltd., CIDCO Bhavan,
Navi Mumbai-400 614.

HRISHIKESH G. POL
TRUSTEE
Dr. G. D. Pol Foundation

may be determined by the Corporation, by paying the fees & charges as may be required thereto.

4. The Licensee hereby agrees to observe and perform the following conditions, that is to say:-

(a) The Said Land will have to be used only for Tree Plantation (Medical Plant) and for no other purpose. However, of the total area of the Said Land the Licensee may develop a Nursery on the area adm. 2.90 hector at one of the corners of the Said Land.

(b) To permit the Corporation to enter upon the Said Land for the purpose of inspection of status of the Said Land and for the purpose to see the **Medical Plant** made/being made by the Licensee and for giving necessary directives to the Licensee thereto.

(c) To pay charges for water, if any, consumed by it in respect of or in connection with the Said Land within the period stipulated for the same. A notice of demand signed by the Executive Engineer (Water Supply) or any officer so authorized shall be sufficient for the Licensee to pay the charges and the Licensee shall not dispute or object to such amount on any grounds whatsoever.

(d) Not to make any excavation upon any part of the Said Land nor to remove any stone, sand, gravel, clay or earth therefrom, except for the purpose for plantation of Trees, Plants, Shrubs, Creepers and not to layout any road or pathway on any portion of the Said Land.

(e) Not to affix or display on or from the Said Land any sign-board, sky sign, neon – sign or advertisement with or without illumination or otherwise.

(f) Not to do or permit anything to be done on the Said Land, which may be nuisance, annoyance or disturbance to the owners, occupiers or resident of other premises in the vicinity.

(g) To indemnify and keep indemnified the Corporation against any claim for damage or loss suffered by any person in consequence of anything done under the license or authority hereby granted.

5. The Licensee will not sub-let, underlet, assign or otherwise part with the possession of the Said Land or any part thereof nor create any third party interest in the Said Land.

Asst. Estate Officer
CIDCO Ltd., CIDCO Bhavan,

HRISHIKESH B. POL
TRUSTEE
Dr. G. D. Pol Foundation

Dr. G. D. POL FOUNDATION Regd. E-12199 (MUM)

6. The Corporation shall have an absolute right to enter upon the Said Land at any time for the purpose of inspecting the status and condition of the Said Land and use thereof.

7. The Licensee shall not erect any structure of permanent or of temporary nature on the Said Land.

8. The Leave and License granted hereunder is for a period of 10 Years commencing from **26/05/2015 to 25/05/2025**. If the Licensee fulfills the conditions of this Agreement satisfactory the Corporation may consider the request of the Licensee to extend the Leave & License period. Notwithstanding anything contained herein to the contrary, the Corporation shall be entitled to terminate this Leave and License Agreement and to revoke sooner the License or permission granted herein, on the happening of any of the following events, that is to say:

   i) If the Licensee shall commit a breach of any of the conditions of this Agreement.

   ii) If the Said Land is required by the Corporation or any other authority for public purpose.

9. Before revoking the license or permission in pursuance to the foregoing clause, the Corporation shall give to the Licensee one month's notice in writing and on the expiry of the period mentioned in such notice the license or permission shall stand revoked and the Licensee shall ceases to enter upon or use the said land and public the drinking water garden/ office so constructed thereon or to do anything under or by this agreement. No compensation shall be payable by the Corporation to the Licensee or any other person for any loss or damage suffered in consequence of such revocation of the license- or permission.

10. Where any sum payable to the Corporation by the licensee under this Agreement is not paid, the Corporation shall be entitled to recover, such sum as arrears of land revenue, pursuant to para 6 of the Schedule to the Maharashtra Regional and Town Planning Act, 1966 (Mah. XXXVII of 1966), whether any sum is so payable by the Licensee shall be determined by the Corporation and every such determination by the Corporation shall be disputed by the licensee and shall be final and binding upon it.

11. If on the determination of this Agreement, any person is found to be occupying the said land, it shall be lawful for the Corporation to secure

summary eviction of such person in accordance with para 1,2 and 4 of the schedule to the Maharashtra Regional and Town Planning Act, 1966 (Mah XXXVII of 1966).

12. The License shall take all necessary measures and precautions to secure the safety and convenience of persons entering upon the Said Land and shall be wholly and exclusively liable for any loss or damage which may be suffered by any person entering upon the Said Land. The Licensee shall indemnify and shall keep indemnified the Corporation against all claims, demands, liabilities and expenses to which the Corporation may be subjected by virtue of any claim arising from anything done or omitted to be done by the Licensee in or upon or in respect of the Said Land.

13. Nothing contained herein shall be construed as the demise in law of the Said Land or any part thereof or to confirm upon the Licensee any legal right or interest in respect of the Said Land, but the Licensee has mere license to enter upon the Said Land only for the period mentioned above and to do and to perform only such acts or things as are expressly permitted herein and for no other act or thing.

14. All rights and powers hereby reserved to be exercised by the Corporation shall be exercised by the Managing Director of the Corporation or by such other Officer of the Corporation as shall be nominated by him by general or special order.

15. Any notice or letters to be served upon/to be sent to the Licensee under this Agreement shall be considered sufficient, if signed by any Officer of the Corporation and shall be deemed to have been duly served, if it shall have been sent by post in a prepaid manner, addressed to the Licensee as given above or at the address known to the Corporation or if affixed to the Said Land and such notice or letters shall be deemed to have been received by the Licensee on the day on which it should, in the ordinary course of post, have been delivered or if affixed to the Said Land, the date on which it is affixed.

16. The Licensee shall give free access to the public at-large, without discriminating on the ground of religion, cast, creed, sex or on any other ground, to enter into the set up on the Said Land.

SCHEDULE

ALL THAT piece or parcel of land known as Plot No. Nil in Sector-05,Survery No.457 of Kharghar containing by admeasuring 2.90 Hectors. or hereabout and bounded as follows.

On or towards the North by	: 10 Mtrs. Wide channel
On or towards the South by	: 11mt. Wide Road
On or towards the East by	: 15 mt. wide road
On or towards the West by	: 60 mt. wide corridor

SIGNED AND DELIVERED by the within named City and Industrial Development Corporation of Maharashtra Ltd.,

by the hand of Shri. A.A.Dubal
Asst. Estate Officer (SF)
In the presence of

Dubal
Asst Estate Officer
CIDCO Ltd., CIDCO Bhavan,
Navi Mumbai-400 614.

1. A. B. Rathod
2. P. M. Patil

SIGNED AND DELIVERED by the
Within named licensee by the
Hands, of the Trustee Hrishikesh Gajanan Pol
Dr.G.D.POL FOUNDATION

HRISHIKESH G. POL
TRUSTEE
Dr. G. D. Pol Foundation
Sector - 4, Institutional Area
C.B.D. Navi Mumbai 400 614

DR. G. D. POL FOUNDATION
Reg.: E-12 149 (MUM)
KHARGHAR, NAVI MUMBAI

1. A. B. Rathod
2. P. M. Patil.

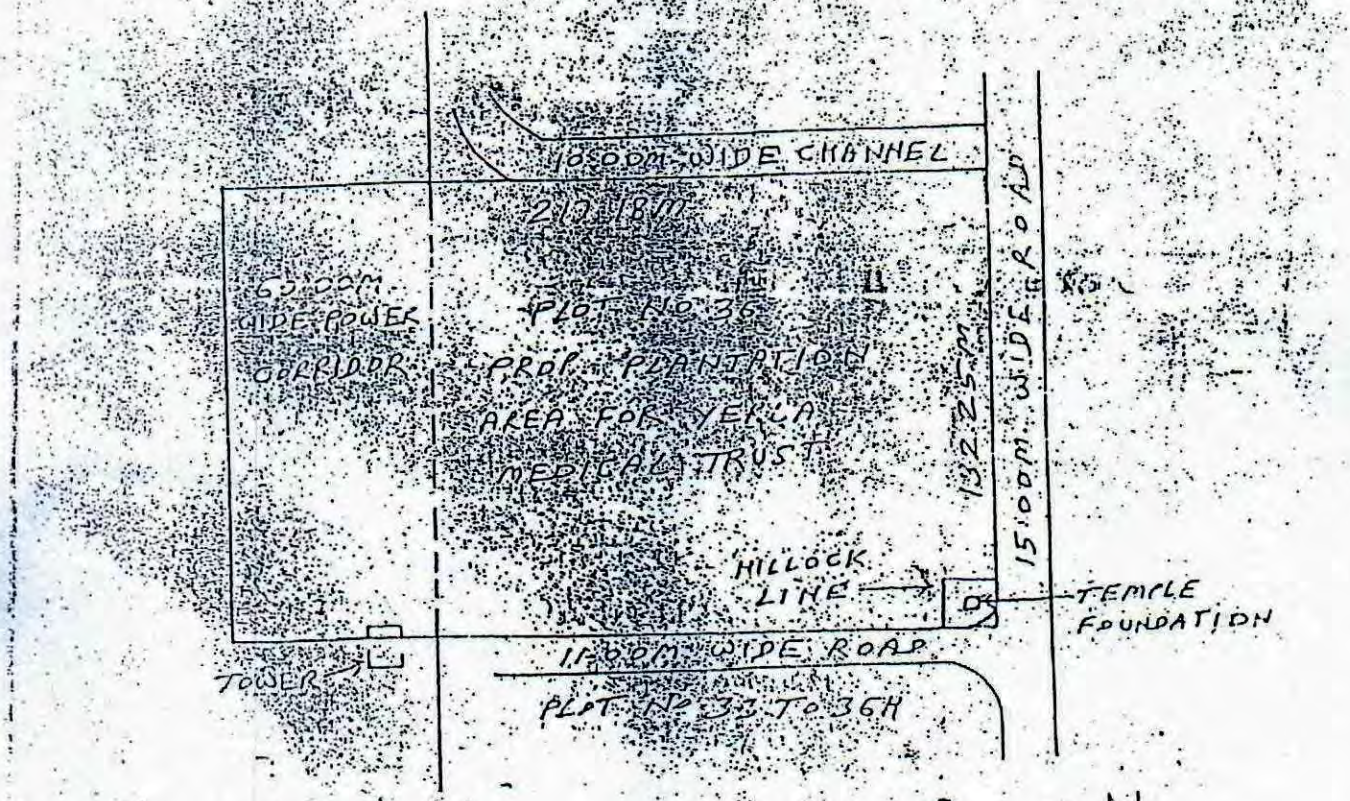
शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित.

भूमापन विभाग, सिडको भवन.

मौजा पाससह खारघर नगररचनाधीन क्षेत्र क्रमांक 5 भूखंड क्र. 36
यांचा सिमांकनाचा नकाशा वरिष्ठ नियोजनकार (द.)
यांचे पत्र क्र. सिडको/नियोजन(द.)/3९८
दिनांक 25/05/2005 च्या नुसार सिमांकनाचा नकाशा तयार केला.

क्षेत्रफळ 28708.32 चौ. मी.

भूखंडाची हद्द —



संमत सिमांकन नकाशा
मा. वरिष्ठ नियोजनकार (द.) यांचे
पत्र क्र. सिडको/नियोजन/1395
दिनांक :- 24/05/05 नुसार.

DR. Q. D. POL
CHAIRMAN
YEPALA MEDICAL TRUST

सहा. भूमापन अधिकारी (1)
सिडको लि.

प्रमाण :- 1:2000

Q. D. POL FOUNDATION