

427/2370

Wednesday, June 14, 2023

11:30 AM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 3535 दिनांक: 14/06/2023

गावाचे नाव: शिलाटणे

दस्तावेजाचा अनुक्रमांक: लवल-2370-2023

दस्तावेजाचा प्रकार: भाडेपट्टा

मादर करणाऱ्याचे नाव: दमाणी एड्यूकेशन फाउंडेशन तर्फे अधिकृत स्वक्षरी करणार शर्मिला पै (भाडेकरू / लिहून देणार)

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1040.00

पृष्ठांची संख्या: 52

एकूण:

रु. 31040.00

आपणान मूळ दस्त, थंवेनेल प्रिंट, सूची-२ अंदाजे

11:50 AM ह्या वेळेस मिळेल.

Sub Registrar Lonawala (LVL)

पु दुय्यम निबंधक, शेणी-१
लोणावळा

वाजार मूल्य: रु. 15708357.4 /-

मोवदला रु. 0/-

भरलेले मुद्रांक शुल्क: रु. 7069000/-

1) देयकाचा प्रकार: DHC रकम: रु. 1040/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1306202314231 दिनांक: 14/06/2023

वैकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eSBTR/SimpleReceipt रकम: रु. 30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH003492896202324R दिनांक: 14/06/2023

वैकेचे नाव व पत्ता:

Subi

मुळ दस्तावेज परत केला

गावाचे नाव : शिलाटणे

(1) विलेखाचा प्रकार	भाडेपट्टा
(2) मोबदला	0
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते समुद करावे)	15708357.4
(4) धु-भापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: पुणे इतर वर्णन : इतर माहिती: गाव मीजे शिलाटणे तालुका मावळ जिल्हा पुणे येथील सट नं. 83, 84, 85 व 86 पैकी क्षेत्र 6573.10 चौ.मी. म्हणजेच 70752.26 चौ.फुट. व त्यावर बांधलेली इमारत क्षेत्र 5712 चौ.मी. म्हणजेच 61483.46 चौ.फुट ((GAT NUMBER : 83, 84, 85, 86 ;))
(5) क्षेत्रफळ	1) 61483.46 चौ.फुट
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- दमाणी एड्युकेशन फाउंडेशन तर्फे अधिकृत स्वधरी करणार शर्मिला पै (भाडेकरू / लिहून देणार) वय:-, पत्ता:- प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: मातवा मजला, ट्रोचेस्ट हाउस, एनसीपीए मार्ग, नगीमन फोर्ड, मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:- 400021 पॅन नं:- AAJCD7910N
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- विद्या एड्युकेशन इनवेस्टमेंट्स प्राईवेट लि. तर्फे अधिकृत स्वधरी करणार राजेश सेंट (मालक / लिहून देणार) वय:-, पत्ता:- प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: 5, कोल्ड फ्रेड्स कॉलोनी, वेस्ट मेन मयुरा रोड, नवी दिल्ली, दिल्ली, SOUTH DELHI. पिन कोड:- 110065 पॅन नं:- AABCV9413E
(9) दस्तऐवज करून दिल्याचा दिनांक	14/06/2023
(10) दस्त नोंदणी केल्याचा दिनांक	14/06/2023
(11) अनुक्रमांक, खंड व पृष्ठ	2370/2023
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	7069000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरा	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.



दुय्यम निबंधक, श्रेणी-9
लोणावळा

Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN 1306202314231

Date 13/06/2023

Received from Damani Education Foundation , Mobile number 7709188333, an amount of Rs.1040/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Lonavala of the District Pune Gramin.

Payment Details

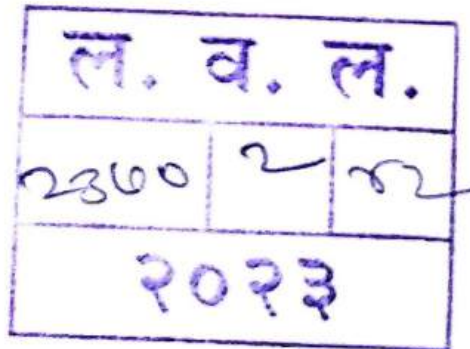
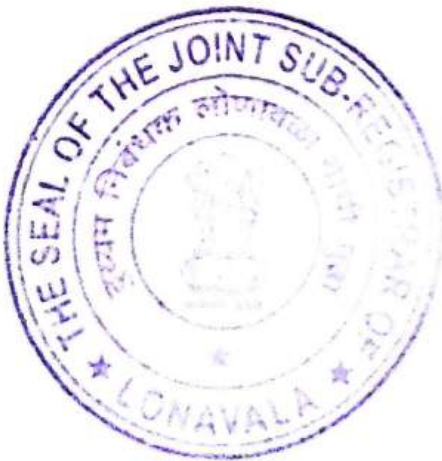
Bank Name MAHB

Date 13/06/2023

Bank CIN 10004152023061313140

REF No. 016587420

This is computer generated receipt, hence no signature is required.



Data of Bank Receipt for GRN MH003492896202324R
Bank - IDBI BANK

Bank/Branch :
Pmt Txn id : 727864169 Simple Receipt
Pmt DtTime : 13/06/2023 10:41:07 Print DtTime :
ChallanIdNo : 69103332023061350151 GRAS GRN : MH003492896202324R
District : 2201 / PUNE GRN Date : 13/06/2023 10:41:08
Office Name : IGR043 / LVL_LOANAWALA SUB REGISTRAR

StDuty Schm : 0030046401-75/ Stamp Duty(Bank Portal)
StDuty Amt : Rs 70,69,000.00/- (Rs Seventy Lakh Sixty Nine Thousand Rupees Only)

RgnFee Schm : 0030063301-70 / Registration Fee
RgnFee Amt : Rs 30,000.00/- (Rs Thirty Thousand Rupees Only)

Only for verification not to be printed and used

Article : 36
Prop Mvblty : Immovable Consideration : 99.00/-
Prop Descr : GUT NO 83 TO 86,, ,SHILATNE
: PUNE,
: 0

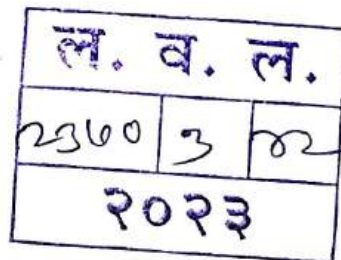
Duty Payer : PAN-AAJCD7910N DAMANI EDUCATION FOUNDATION
Other Party : PAN-AABCV9413E VIDYA EDUCATION INVESTMENTS PRIVATE LIMITED

Bank Scroll No : --
Bank Scroll Date : --
RBI Credit Date : --
Mobile Number : 918655495354



Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(IS)-427-2370	0001872717202324	14/06/2023-11:30:39	IGR043	30000.00
2	(IS)-427-2370	0001872717202324	14/06/2023-11:30:39	IGR043	7069000.00
Total Defacement Amount					70,99,000.00



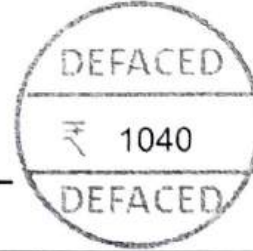


Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	1306202314231	Receipt Date	14/06/2023
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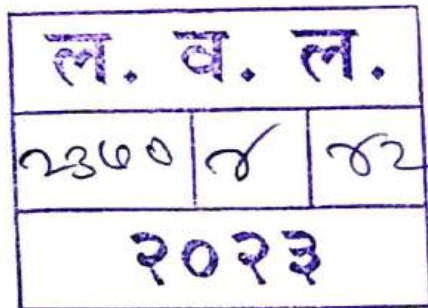
Received from Damani Education Foundation , Mobile number 7709188333, an amount of Rs.1040/-, towards Document Handling Charges for the Document to be registered on Document No. 2370 dated 14/06/2023 at the Sub Registrar office Joint S.R. Lonavala of the District Pune Gramin.



Payment Details

Bank Name	MAHB	Payment Date	13/06/2023
Bank CIN	10004152023061313140	REF No.	016587420
Deface No	1306202314231D	Deface Date	14/06/2023

This is computer generated receipt, hence no signature is required.



मूल्यांकन पत्रक (प्रभाव क्षेत्र - बांधीव)		09 June 2023, 06:24:07 PM
Valuation ID	202306098833	
मूल्यांकनाचे वर्ष	2023	
जिल्हा	पुणे	
तालुक्याचे नांव :	मावळ	
गांवाचे नांव :	शिलाटणे	
प्रमुख मूल्य विभाग :	9	
उप मूल्य विभाग :	9.2	
क्षेत्राचे नांव	Influence Area	सर्व्हे नंबर / न. भू. क्रमांक :
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.		
मूल्यदर	5880	मोजमापनाचे एकक चौ. मीटर
बांधीव क्षेत्राची माहिती		
मिळकतीचे क्षेत्र -	5712.1 चौ. मीटर	मिळकतीचा वापर - बंगला
बांधकामाचे वर्गीकरण -	1-आर सी सी	मिळकतीचे वय - 14 वर्षे
उद्दवाहन सुविधा -	नाही	मजला -
Sale Type - First Sale		
Sale/Resale of built up Property constructed after circular dt.02/01/2018		
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर	= (जमिनीचा दर + घसा-यानुसार बांधकामाचा दर) * Factor = (5880 + (21296 * (86 / 100))) * 1.1 = Rs.26614/-	
Rules Applicable	3.6(i) ब	
A)	मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 26614 * 5712.1 = Rs.152021829.4/-
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य - खुल्या जमिनीवरील वाहन तळाचे मूल्य - बंदिस्त वाहन तळाचे मूल्य + लगतच्या गच्चीचे मूल्य खुली बाल्कनी - वरील गच्चीचे मूल्य - इमारती भोवतीच्या खुल्या जागेचे मूल्य - तळघराचे मूल्य - मेझीनाईन मजला क्षेत्र मूल्य - बंदिस्त बाल्कनी - स्वयंचलित वाहनतळ = A - B - C - D - E + F - G - H - I - J = 152021829.4 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 = Rs.152021829/- = २ पंधरा करोड वीस लाख एकवीस हजार आठ शे एकोणतीस /-	



ल. व. ल.	Print
2300	4
2023	

15,20,21,289/-
 50,62,268.4
 15,70,83557.4/-
 x 9%
 14,13,75,201.6/-
 5% SD = 70,68,760.08 i.e. 70,68,000/-

मूल्यांकनाचे वर्ष 2023
 जिल्हा : पुणे
 तातुका : मावळ
 गावाचे नाव : शिलाटणे
 क्षेत्राचे नाव : Influence Area
 मूल्य विभाग उपमूल्य विभाग : 9/9.2

मिळकतीचा प्रकार : खुली
 मिळकतीचे क्षेत्र : 860.93 चौ. मीटर Layout Plot
 वार्षिक मूल्य दर तक्त्यानुसार जमिनीचा दर : Rs.5880 /-
 प्रथम विक्री

Applicable Rules : 16 क

1. 860.93 चौ. मीटर क्षेत्रासाठी वार्षिक मूल्य दरावर 100 % मूल्य दर = 5880/-

860.93 चौ. मीटर क्षेत्रासाठी मूल्य = 860.93 * 5880

= 5062268.4/-

जमीनीचे एकत्रित अंतिम मूल्य = मिळकतीचे क्षेत्र (1) मूल्य + मिळकतीचे क्षेत्र (2) मूल्य

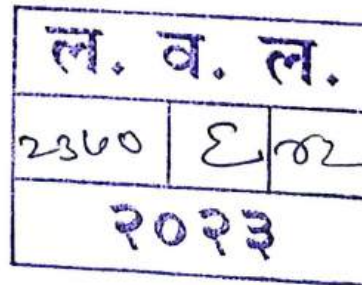
= 5062268.4 - 0

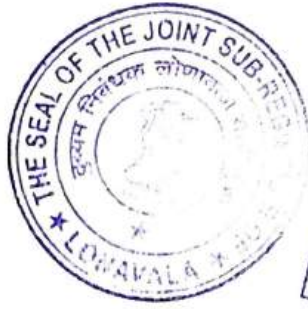
= Rs.5062268.4/-

= २ पन्नास लाख बासठ हजार दोन शे अडसष्ट /-

Home

Print





LEASE DEED

This Lease Deed is made and executed at Lonavala, on this the **14th day of June 2023.**

BY AND BETWEEN

(1) **VIDYA EDUCATION INVESTMENTS PRIVATE LIMITED** a private limited company incorporated under the Companies Act, 1956/ 2013, under CIN No U80301DL2004PTC130211 registered in the office of the Registrar of Companies and having its Regd. Office at 5-Cold Friends Colony, West Main Mathura Road, New Delhi 110065 (**PAN: AABCV9413E**) through its duly Authorized Signatory Shri Rajesh Seth hereinafter referred to as the "**LESSOR/ OWNER**", which expression shall, wherever the context admits, mean & include the Directors of the said Company for the time being, the Liquidator of the Company, its Administrator, transferees in interest and assigns; **PARTY HERETO OF THE FIRST PART:**

AND

(2) **Damani Education Foundation** a nonprofit company registered under section 8 of the Indian Companies Act, 2013 bearing CIN No U80902MH2023NPL396724 and enjoying all charity registrations u/s 12AA and 80G of the IT Act 1961 and having its registered office at 7th floor, Hoechst House, NCPA Marg, Nariman Point, Mumbai - 400021 (**PAN: AAJCD7910N**) through its duly Authorized Signatory Ms. Sharmila Pai, hereafter referred to as the "**LESSEE**", (which expression shall, wherever the context admits, mean & include his heirs, successors, administrators, executors,

transferees-in-interest and assigns; **PARTY HERETO OF THE**

SECOND PART

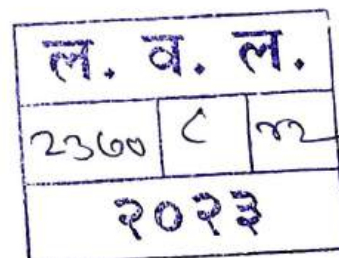
Wherever the context so requires unless repugnant thereto, expressions '**the LESSOR**' and '**the LESSEE**' are collectively referred to as '**the Parties**' and individually as '**LESSOR**' and '**LESSEE**' respectively.

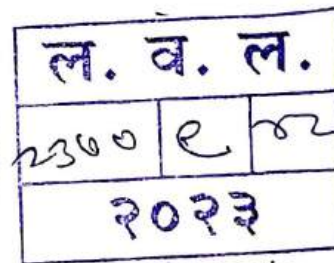
WHEREAS the Lessor/s is a Private Limited Company and, as duly authorized by the Object Clause of its Memorandum of Association, is carrying on the business, inter-alia, of infrastructure and land development/investments and, in course of its business, has acquired certain plots of land along with construction and structure thereon.

AND WHEREAS the Lessee is a trust and nonprofit company which are rendering its service in the field of education and other charitable objects and have made a reputation for themselves in the society through their enthusiasm, determination & dedication in fulfilling the overall objectives of Charity with mainly focus on education and other relief to poor & needy people.

AND WHEREAS the Lessor is desirous to give on lease the part of his plots of land bearing Survey No's. GAT No. 83, 84, 85 & 86 having total admeasuring land area of about 70752.26 square feet (approximately 6573.10 square meter area) alongwith built-up area of about 61483.46 square feet (approximately 5712 square meter) falling in Village: Shilatanne, Tehsil: Maval, District: Pune & State Maharashtra, hereinafter referred to as "**the Leased Property**", or as "**the property**" and the Lessee is willing to take the said plots of land alongwith built-up area on lease on certain terms.

AND WHEREAS the Lessee having inspected the said property, is willing to take the said property on lease, and requested the Lessor to allot the said property to the Lessee which the Lessor accepted; and the Parties, after inspection of the property by the Lessee & verifications of the documents





& papers related to it by the Lessee, decided to take on lease the said property, on the following terms & conditions mutually agreed by them, reduced to writing as under: -

NOW THEREFORE THIS LEASE DEED WITNESSETH AS FOLLOWS:

1. LEASE TENURE:

The Lease term shall be for a period of 99 years commencing from the Lease Commencement Date ("**Lease Term**") with an option to renew it for a further period to be decided ("**Renewal Term**") upon mutually agreed terms and conditions between the Parties provided the LESSEE intimates at least 6 months prior to expiry of the Lease term contemplated herein of its intention to renew the same.

2. LOCK- IN PERIOD:

There will be no Lock in period since the lessee is making use of plot of land for running a school and other educational purpose on a long-term basis, however lessee has an option of one year to exit if the location does not suit its plan.

3. LEASE COMMENCEMENT DATE ('LCD') AND RENT COMMENCEMENT DATE ('RCD')

3.1 Lease Commencement Date and Rent Commencement Date for the Leased Premises shall be as per the schedule below:

Area	Lease Commencement Date (" Lease Commencement Date ")	Rent Commencement Date
Total area of plots of land is 70752.26 square feet (approximately 6573.10 square	15.06.2023	15.06.2023

meter area) alongwith built- up area of about 61483.46 square feet (approximately 5712 square meter) as per annexure 1		
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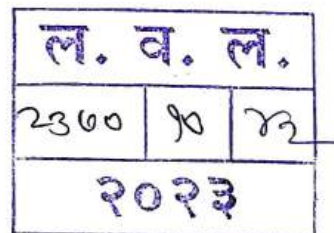
4. RENTS for Leased Premises:

4.1 The lessor who are owners wants to carry a philanthropic work in the field of education for which the lessee has agreed to run a school on the leased premises under agreement and as a gesture and in the public interest, the LESSOR hereby agrees to give to the LESSEE the said leased premises during the Lease Term for a token lease rental of Rs 1 per annum with Good & Service Tax. However apart from the above rent, the proposed electricity/ water charges, if any, are payable on actual basis separately by lessee himself either directly or as a reimbursement to lessor.

4.2 LESSOR shall give proper Rent receipt or acknowledgment for entire rent paid to the LESSEE.

5. RENT PAYMENT MODALITIES:

6. The LESSEE has agreed to pay to the LESSOR, the Lease Rent in respect of the Leased Premises as specified in this Lease Deed and same shall be paid on or before close of the year ("**Due Date**") (in respect of which the rent is due) by cheque / bank draft/wire transfer payable at Mumbai in the lessor bank account. The Lease Rent payable by the LESSEE shall be subject to statutory tax deductions at source ("**TDS**") at applicable rates, if applicable.



7. TAXES:

7.1 The LESSOR, shall pay the property tax/municipal taxes in respect of the Leased Premises during the Lease Term and the Renewal Terms thereof, if any.

7.2 The LESSEE shall also be liable to pay all other payments relating to the Lease of Leased Premises.

8. RE-INSTATEMENT COST:

Upon expiry of the lease term or sooner determination of the lease, the LESSEE shall restore the Leased Premises in working condition at its cost excepting the normal wear and tear of the Leased Premises and surrender the vacant and physical possession of the Leased Premises to the LESSOR on as is where is, as is what is and whatever there is basis.

9. INTEREST FREE REFUNDABLE SECURITY DEPOSIT (IFRSD).

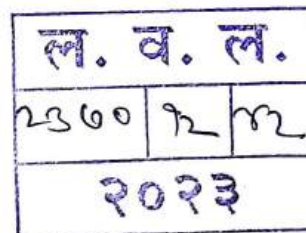
9.1 There will be no security deposit for a first 9-year period, however the same can be mutually decided post this period and the LESSEE shall with respect to the Leased Premises pay to the LESSOR, such amount as Interest Free Refundable security deposit ("**IFRSD**") as may be mutually decided.

9.2 In the event of early termination or on expiry of the Lease, under this Lease Deed as the case may be, the IFRSD, if any shall be respectively refunded by the LESSOR to the LESSEE without any interest, in accordance with the terms hereof upon the LESSEE surrendering the peaceful, vacant and actual physical possession of the Leased Premises in working condition excepting the normal wear and tear of the Leased Premises, subject to deduction of all amount(s) due and payable by the LESSEE to the LESSOR as provided in this Lease Deed including the re-instatement cost, if any, under the terms of this Lease Deed, as the case may be and for damages to the Leased Premises, if any, subject to normal wear and tear and obtaining NOC from the LESSOR.



10. OBLIGATIONS OF THE LESSEE:

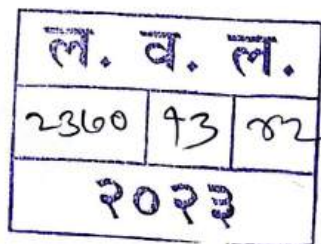
- 10.1** The LESSEE agrees and undertakes to pay to the LESSOR and Developer as the case may be, the Lease Rent and all other amounts payable by it under this Lease Deed in accordance with the terms hereof.
- 10.2** The LESSEE shall pay to the owner or to the concerned authorities, the proposed water and electricity charges as per the invoices raised in respect of the Leased Premises by the concerned authorities. The LESSEE shall pay such amounts within due date(s) as prescribed in such invoice.
- 10.3** The LESSEE shall undertake routine inspection/assessment, maintenance of and/ or repairs of the Leased Premises by the LESSEE at its own cost because of normal wear and tear, as and when necessary.
- 10.4** The LESSEE agrees that it shall use the Leased Premises only for the educational activities and other charity purposes of and shall not carry on or permit to be carried on in the Leased Premises or in any part thereof any activities which are or are likely to be unlawful or illegal or immoral.
- 10.5** The LESSEE agrees and undertakes not to sell, assign, or sublet the Leased Premises or otherwise encumber or suffer a lien thereon in respect of the Leased Premises except as otherwise agreed under this Lease Deed.
- 10.6** The LESSEE undertakes that any construction, structural additions or alterations & other allied activities, if required, shall be carried out only with the prior permission of the owner in writing and in accordance with the applicable Rules and Regulations of the State Government and local authorities. LESSEE hereby indemnify the LESSOR against the consequences of any action by State Government and local authorities being made in this regard.
- 10.7** The LESSEE shall keep the Leased Premises in a neat and suitable for use condition and the LESSOR shall have



the right to inspect the Lease Premises during normal office hours on working days.

11. OBLIGATIONS OF THE LESSOR:

- 11.1** On the LESSEE paying the lease rent hereby reserved and observing/ performing the several covenants herein contained and on its part to be observed/ performed, the LESSEE shall be entitled during the continuance of this LEASE DEED TO HAVE AND TO HOLD, POSSESS AND ENJOY peacefully and quietly the Leased Premises with the available facilities, if any, for use of the LESSEE and without any interference or disturbance or hindrance whatsoever by the LESSOR or any persons claiming or pretending to claim any right from or through the LESSOR;
- 11.2** To bear, pay and discharge all existing and future property taxes, and charges levied, imposed or charged in respect of the Leased Premises and existing and future surcharges, cess, levies, other outgoings and impositions, including the corporation tax.
- 11.3** On requisition by LESSEE, the LESSOR shall obtain the necessary additional electricity & power connection. In the event of such additional electricity & power requirements needing additional security deposit to be made by LESSOR, the same amount shall be paid by the LESSOR.
- 11.4** To adequately insure the Leased Premises at their own expense against all risks.
- 11.5** To undertake inspection/ assessment, maintenance of and/ or repairs of the leased premises as may be required and notified by LESSEE from time to time.
- 11.6** Not to make any construction, structural additions or alterations & other allied activities to the Scheduled Property without obtaining prior written permission from the LESSEE.
- 11.7** That the Scheduled Property is free from all encumbrances, mortgages, charges, liens, lispendens,



acquisition and requisition proceedings or claims of any other nature whatsoever, so as not to prejudicially affect the LEASE granted to the LESSEE for the entire duration of this LEASE DEED. Further, the LESSOR shall indemnify and keep indemnified the LESSEE against all actions, suits and proceedings and all costs, charges, expenses, loss or damages incurred or suffered by the LESSEE by reason of any breach, non - observance, non - performance or non - payment by the LESSOR of their obligations as aforesaid.

11.8 That the built-up area of about 61483.46 square feet (approximately 5712 square meter) has been constructed/ erected on the part of the plots of land bearing Survey No's. GAT No. 83, 84, 85 & 86 in accordance with the applicable Rules and Regulations of the State Government and local authorities. LESSOR hereby indemnify the LESSEE against the consequences of any action by State Government and local authorities being made in this regard.

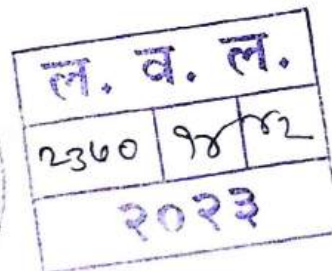
12. LEASE RENEWAL & ESCALATION:

12.1 Prior to the expiry of the Lease Term, the LESSEE may opt to renew the Lease of the Leased Premises for a term to be decided at that time upon mutually agreed terms and conditions between the Parties provided that the LESSEE shall intimate its intention of renewal of Lease Deed at least 6 (six) months prior to expiry of the Lease Deed & Agreement for Amenities which shall be co-extensive with that of the Lease Deed.

12.2 In case the Agreement is extended, both parties shall mutually agree to other terms.

13. SUBLETTING/ASSIGNMENT BY THE LESSEE:

13.1 The Leased Premises shall be used by the LESSEE for its own purposes and the LESSEE shall not further sub-let/sub-lease the Leased Premises to any of its affiliates or third parties, during the Lease Term or any Renewal thereof. It shall also be not entitled to use the said



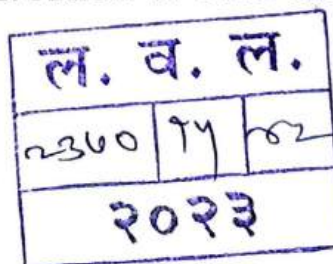
premises for the purpose other than education and school running and incidental activities thereto.

14. SALE OF PROPERTY / ASSIGNMENT BY THE LESSOR:

14.1 The LESSOR shall have the right to sell the Leased Premises along with the proportionate Land to any third party (ies) including its parent, subsidiary (ies) or Group Company (ies) ("New Owners") anytime during the Lease period and the LESSEE shall not object to such sale or transfer. However, the LESSOR shall ensure that such New Owners shall be bound by and adhere to all the terms and conditions of this Lease Deed, to ensure uninterrupted and peaceful possession of the Leased Premises by the LESSEE for the period of lease. In the event, a sale or transfer of the Leased Premises takes place in favor of the New Owners, the LESSOR, the LESSEE and the New Owners shall sign and execute a Tripartite Agreement recognizing the rights and obligations of each Party immediately upon the execution of the sale deed.

14.2 The LESSOR shall be entitled to obtain loan facility / facilities from bank/s, financier/s, finance company / companies, other financial institution/s, as may be required for its business on the mortgage of or on security of the Said Property. In the event, the LESSOR desires to avail loans / rental discounting facility / securitization of receivables with its bank or such other financial institution, the LESSEE shall be obliged to sign the requisite documents, with such bank and / or financial institution, as may be deemed necessary and requested by the Bank/financial institution through the LESSOR, including Tripartite Agreement to that effect/to remit the rent to the bank directly.

14.3 The LESSEE also agrees and consents that it would have no objection to the LESSOR raising finance by way of mortgage/charge of the Leased Premises, subject to the condition that the creation of such mortgage/charge of



the leased premises shall not affect the rights of the LESSEE in any way to use the Leased Premises during the Lease period.

15. TERMINATIONS:

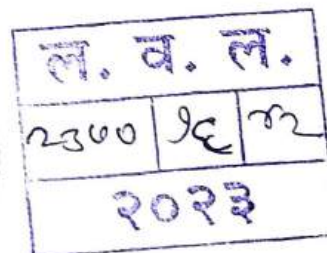
15.1 Termination by the LESSEE

- (a) The LESSEE shall have the right to terminate the Lease at any time after the lock-in period as set out in Clause 2, providing the LESSOR with 6 (six) month's prior written notice ("Notice Period") given after expiry of Lock-in period and the Lease shall terminate upon the expiry of the Notice Period.
- (b) The LESSOR commits any breach and fails to remedy the said breach within **30 (THIRTY)** days after receipt of the LESSEE's written notice in respect thereof; or
- (c) The LESSOR has been declared to be insolvent or bankrupt in an insolvency or bankruptcy proceedings by a court of competent jurisdiction in India or it goes into liquidation or enters a composition with its creditors or ceases to carry on a substantial part of its business except for the purposes of and followed by a reconstruction, amalgamation, re-organization, merger or consolidation required or approved by law or otherwise.

15.2 TERMINATION by the LESSOR:

The LESSOR shall have the right to terminate this Lease Deed, if:

- (a) The LESSEE commits any Breach and fails to remedy the said breach within **30 (THIRTY)** days after receipt of the LESSOR's written notice in respect thereof; or
- (b) The LESSEE fails to make payment of the Lease Rent (i.e. Rent) or part thereof or of any other amount due and payable in accordance with the terms of this Agreement/Lease Deed, as the case

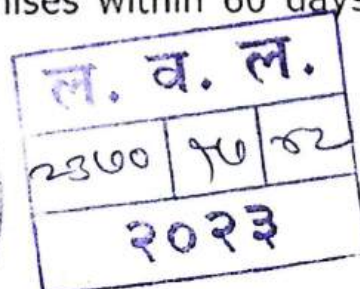


may be, for a period of 2 years and such failure continues for a further period of one year after receipt of LESSOR's or owners's or notice requiring payment of such Lease Rent or any outstanding amounts payable under the Lease; or

- (c) The LESSEE, without the prior written permission of the LESSOR, sells, transfers its interest in this Lease or parts with the possession of the Leased Premises to an entity unless approved in writing by the lessor and except as provided specifically in this Lease Deed; or
- (d) The LESSEE has been declared to be insolvent or bankrupt in an insolvency or bankruptcy proceedings by a court of competent jurisdiction in India or it goes into liquidation or enters a composition with its creditors or ceases to carry on a substantial part of its business except for the purposes of and followed by a reconstruction, amalgamation, re-organization, merger, or consolidation required or approved by law or otherwise.

Upon the occurrence of any of the events set out in the above Clause, the LESSOR shall terminate this Agreement by a notice in writing to the LESSEE and provide the LESSEE with a 60-day period to handover the vacant peaceful possession of the Leased Premises on as is where is, as is what is and whatever there is basis.

Upon the occurrence of the event set out in Clause 14.2 (d), the LESSOR may terminate the Agreement forthwith by a notice in writing to the LESSEE and require the LESSEE to handover the vacant peaceful possession of the Demised Premises within 60 days period from the

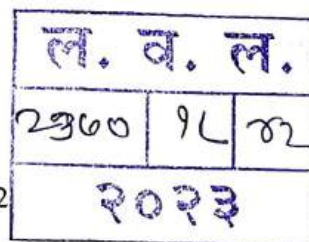


termination of this Agreement on as is where is, as is what is and whatever there is basis.

In case of termination under Clause 14.2 (a) or Clause 14.2 (b) or Clause 14.2 (c) or Clause 14.2 (d), the LESSOR shall refund the IFRSD and IFRMSD, both without interest to the LESSEE upon receiving the Final Termination Letter, all signed legal documents for termination including but not limited to all TDS certificates, , upon expiry of the notice period hereof and upon the LESSEE surrendering the peaceful, vacant and actual physical possession of the Leased Premises, subject to the deduction of any & all amount(s) due and payable by the LESSEE to the LESSOR in accordance with the provisions of this Lease Deed and in the event, both the Parties are in disagreement over the status of the condition of the Leased Premises at the time of handover of vacant possession by the LESSEE, both the Parties shall mutually discuss and agree upon an independent property consultant/assessor, who shall assess the status of the condition of the Leased Premises.

In the event that the LESSEE continues to occupy the Leased Premises even after the premature termination as stated supra or on determination of the Lease by efflux of time, the LESSEE shall for all purposes be deemed to be an unauthorized occupant and shall be liable to pay damages at double the rate of prevailing market rates of rentals and notwithstanding the above, the LESSOR shall be entitled to enforce the rights available to it under law for re-entry or recovery of possession.

In the event that the LESSEE is ready and willing to handover the peaceful and vacant possession of the Leased Premises to the LESSOR after termination, early



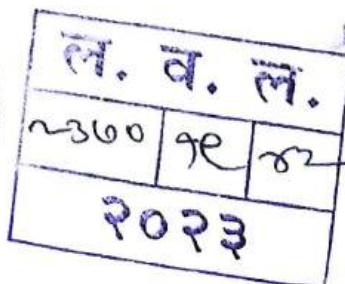
determination or expiry of the Lease Deed and the LESSOR is unwilling or not ready to take the handover the Leased Premises or refund of Interest Free Refundable Security Deposit, then the LESSEE shall continue to occupy the Leased Premises without payment of any Lease Rent/Occupation Charges till the receipt of vacant and physical possession of the Leased Premises simultaneous with refund of Interest Free Refundable Security Deposit.

16. INDEMNITY:

16.1 The LESSEE shall be liable for and indemnify and hold the LESSOR harmless against all actions, claims/demands, damages, losses and expenses that may arise from damage to the leased premises due to (a) the willful misconduct or negligence of the LESSEE or the employees, its agents, visitors etc., of the LESSEE; and (b) any willful misconduct and gross negligence of its employees, authorised representatives, contractors, architects, and agents' during the Lease Term.

16.2 The LESSEE shall be solely responsible and shall indemnify the LESSOR for any loss or injury caused to any human life in the leased premises due to any accident etc. or otherwise, which has occurred in the Said property by way of storage of inflammable materials, chemicals or storage of any material of combustible/inflammable/explosive in nature due to negligence and willful misconduct of the LESSEE or its employees, agents etc., and agrees and undertakes to indemnify all losses and damages caused to the LESSOR/affected person(s)/other occupants in the said property in case of third party leasing and shall keep the LESSOR harmless and fully indemnified in this regard.

16.3 The LESSEE shall be solely responsible and shall indemnify the LESSOR against all actions, penalties, etc, initiated and/or imposed on the LESSOR by the statutory authorities, State/Central Government including



pecuniary losses borne by the LESSOR because of misuse of the Leased Premises by the LESSEE other than for the purpose it has been sanctioned for.

16.4 Apart from the same, the LESSEE shall be responsible & liable to indemnify the LESSOR and hold him/them good from any costs, expenses, losses, or damages sustained by him/them due to any acts & omissions of the LESSEE in respect of the Leased Premises.

16.5 The LESSOR shall indemnify and hold harmless the LESSEE from all losses whether of human life or material, damages, claims, etc. caused or occurred due to any misconduct or negligence of the LESSOR, the owner in keeping and maintaining the Leased Premises safe, habitable and ready to use by the LESSEE.

17. STAMP DUTY AND OTHER COSTS:

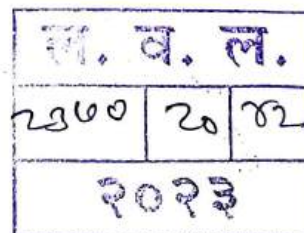
Save as expressly otherwise provided in this Lease Deed, each of the Parties hereto shall bear its own legal costs, in respect of this Lease Deed and the LESSEE shall alone bear the applicable stamp duty, registration fee and all costs and expenses incidental thereto for registration of this Lease Deed.

18. GOVERNING LAW AND JURISDICTION:

The validity, construction and performance of this Agreement shall be construed and the legal relations between the Parties hereto shall be determined and governed in accordance with Indian law and shall be subject to the exclusive jurisdiction of the courts at Mumbai.

19. NOTICE:

19.1 Save as otherwise specifically provided in this Lease Deed, any notice, demand or other communication to be served under this Lease Deed may be served upon any Party hereto only by registered / speed post with due acknowledgement or delivering the same by courier or sending the same by e - mail transmission to the Party to be served at its address below or at such other

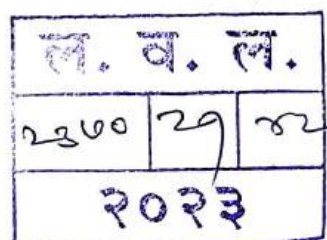


address or number as it may from time to time notify in writing to the other Party hereto.

Sr. No.	Name of the Party	Address
1	VIDYA EDUCATION INVESTMENTS PRIVATE LIMITED	5-Cold Friends Colony, West Main Mathura Road, New Delhi 110065.
2	Damani Education Foundation	7th floor, Hoechst House, NCPA Marg, Nariman Point, Mumbai - 400021

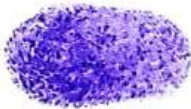
20. Force Majeure:

No Party shall be liable to the other Party if, and to the extent that, the performance or delay in performance of any of its obligations under this Lease is prevented, restricted, delayed or interfered with due to circumstances beyond the reasonable control of such Party, including but not limited to change in applicable Law, fires, floods, explosions, epidemics, pandemic, accidents, acts of God, terrorist attacks, enemy action, war, riots, strikes, lockouts or other concerted acts of workmen or acts of any Governmental Authority (each, a "**Force Majeure Event**"). The Party claiming the occurrence of a Force Majeure Event shall promptly notify the other Party in writing thereof and provide full particulars of the cause or event and the date of first occurrence thereof, as soon as possible after the event and keep the other Party informed of further developments. The Party so affected by a Force Majeure Event shall use its best efforts to remove the cause of non-performance and shall resume performance hereunder with the utmost dispatch when such cause is removed.



IN WITNESS WHEREOF, THE PARTIES HERETO HAVE
SET THEIR HANDS AND SEAL TO THESE PRESENTS ON
THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN IN
PRESENCE OF THE FOLLOWING WITNESSES:

SIGNED, SEALED & DELIVERED
for and on behalf of the within named **LESSOR**
VIDYA EDUCATION INVESTMENTS
PRIVATE LIMITED



LHT PHOTO SIGN

Rajesh Seth
MR. RAJESH SETH
VIDYA EDUCATION INVESTMENTS PVT. LTD.
(Authorized Signatory)
Hoechst House,
Nariman Point, Mumbai - 400 021.

for and on behalf of the within named **LESSEE**
Damani Education Foundation



LHT PHOTO SIGN

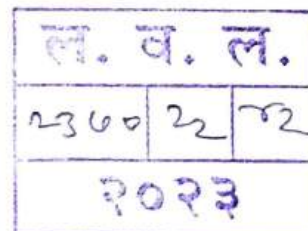
Sharmila Pai
MS. SHARMILA PAI
(Authorized Signatory)
DAMANI EDUCATION FOUNDATION
7TH FLOOR, HOECHST HOUSE,
BLOCK-III, J. B. MARG, PLOT NO.-193,
NARIMAN POINT, MUMBAI - 400 021.

Witnesses:

1. *Nipkumbhe*
2. (Adv. Vikram Suryakant Shah)
Shah House, S. F. Ward,
New Bazar, Lonavala - 41-401

2. *Pradip Jagtap*

Mr. Pradip Jagtap
At Post - Shiladana
Tal - Maval
Distt - Pune.



ANNEXURE - I

SCHEDULE OF THE LEASED PROPERTY

The lease will be for plots of land bearing Survey No's. GAT No. 83, 84, 85 & 86 having total admeasuring land area of about 70752.26 square feet (approximately 6573.10 square meter area) alongwith built-up area of about 61483.46 square feet (approximately 5712 square meter) falling in Village: Shilatanne, Tehsil: Maval, District: Pune & State Maharashtra.

