



महाराष्ट्र MAHARASHTRA

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W 964378

मुद्रांक कार्यालय, मुंबई
वि. क्र. ८६००००९

- 5 FEB 2016

सुदामा अधिकारी

भीमती उलका पाटील

LEASE DEED

This Supplementary Lease Deed made on this 18 day
of ~~February~~ 2016 at Pune.



Ravi S. Kelkar

SIS जोडपत्र-२/ ANNEXURE-II

मुद्रांक विक्री नोंद वही अनु. क्रमांक /दिनांक (Serial No./Date)	12 FEB 2016
दस्तावा प्रकार /अनुच्छेद क्रमांक (Nature of Document)	AGREEMENT
दस्त नोंदणी करणार आहेत का? (Whether it is to be Registered) Yes/No	
मिळकतीचे थोडक्यात वर्णन- (Property Description in brief)	Podar Education Trust Podar Center 85 Parel P.O.Lane Dr.Ambedkar Road Parel Mumbai 400012
मुद्रांक विकत घेणा-याचे नाव व सही	
(Stamp Purchaser's Name & Signatures)	
हस्ते असल्यास त्यांचे नाव व पत्ता व सही	Authorised Signatory
If through other person then Name, Add. & Signature)	
दुस-या पक्षकाराचे नाव	Kavita E. Kakde (Pune)
(Name of the other party)	
मुद्रांक शुल्क रक्कम (Stamp Duty Amount)	RS.500/-
परवानाधारक मुद्रांक विक्रेत्याची सही	
JYOTI P. DOOA LSV No.8000009 6, Kondaji Bldg. No.3, Nr. Tata Hospital, Parel, Mumbai 400012	
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे	





महाराष्ट्र MAHARASHTRA

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प्रधान मुद्रांक कार्यालय, मुंबई
प. मु. वि. क्र. ८०००००९

- 5 FEB 2016

सहायक अधिकारी

भीमती उलका पाटील

LEASE DEED

This Supplementary Lease Deed made on this 18 day
of ~~February~~ 2016 at Pune.



515 जोडपत्र-२ / ANNEXURE-II

12 FEB 2016

मुद्रांक विक्री नोंद वही अनु. क्रमांक / दिनांक (Serial No./Date)	
दस्तावा प्रकार / अनुच्छेद क्रमांक (Nature of Document)	AGREEMENT
दस्त नोंदणी करणार आहेत का? (Whether it is to be Registered)	Yes/No
मिलकतीचे थोडक्यात वर्णन- (Property Description in brief)	Podar Education Trust Podar Center 85 Parel P.O.Lane Dr.Ambedkar Road Parel Mumbai 400012
मुद्रांक विकत घेणा-याचे नाव व सही (Stamp Purchaser's Name & Signatures)	Authorised Signatory
हस्ते असल्यास त्याचे नाव व पत्ता व सही (If through other person then Name, Add. & Signature)	
दुस-या पक्षकाराचे नाव (Name of the other party)	Kavita E. Kakale (Pune)
मुद्रांक शुल्क रक्कम (Stamp Duty Amount)	RS. 500/-
परवानाधारक मुद्रांक विक्रेत्याची सही JYOTI P. DOOA LSV No. 8000009 6, Kondaji Bldg. No.3, Nr. Tata Hospital, Parel, Mumbai 400012	
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे	



LEASE DEED

This Supplementary Lease Deed made on this 18th day of February 2016 at Pune.

BETWEEN

Mrs. Kavita Suryakant Kakade

Age - 45 year, Occupation - Business
Residing at - Kakade Palace, S.No. 135
Sarvatra Co-Operative Housing Society,
Paud Road, Kothrud, Pune - 411 029
PAN No. AUJPK2175P

Hereinafter called the "**LESSOR**" (which expression shall unless it be repugnant to the context or meaning thereof shall include their heirs executors the survivors of them and there respective heirs executors, administrators and assigns) of the **ONE PART**

AND

M/S. PODAR EDUCATION TRUST,

Registered under the Trust Act,
having it's Head Office at - Podar Centre,
85, Chamarbaug Post Office Lane,
Parel, East Mumbai - 400012.

Through its authorized signatory
Shri. Solomon Simon Chordekar

Age - 75 year, Occupation- Service
R/O. Wadia Estate, Building No. 08
R/No. 270 Bail Bazar Kurla (W)
Mumbai - 400070
PAN No. ABLPC0546K

Hereinafter called the "**LESSEE**" (Which expression shall unless it be repugnant to the context or meaning thereof mean shall include the said trust as well as its trustees executors, administrators, representatives, and assigns) of the **OTHER PART**

[Handwritten signature]

[Handwritten signature: Ravindra Kakade]



WHEREAS the Lessor are absolutely seized and possessed of and having clear and undisputed title also otherwise well and sufficiently entitled to All that piece and parcel of the land and bearing Survey No. 284 together with Ground + 3 floors building admeasuring about (Carpet area) 36057.89 Sq.ft. (or 3351.10 Sq. Mtr.) situated at Kakade Park, within the limits of Pimpri Chinchwad Municipal Corporation, Pune- 411043 and hereinafter referred to as the '**LEASED PREMISES**' for the sake of brevity and more particularly and specifically detailed and described in the Schedule 'A' appended to this Deed, Which forms part and parcel of this Deed ; **AND**

WHEREAS the Lessee has approached the Lessor with a request for to allow the Lessee to occupy and use the additional carpet area of 11,000 Sq.ft. approximately in the 4th floor of the above mention building to be constructed by Lessor and as per specification in Annexure 'A' of Lessee Said Premises for carrying on and continue its business for the purpose of running and operating primary/ Secondary School, Play Group, Nursery, Junior KG., Senior KG., and connected offices on Lease. **AND**

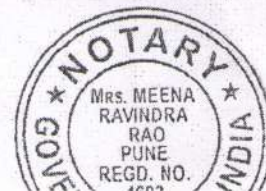
WHEREAS the Lessee has verified and satisfied itself as to the ownership and title of the Lessor to the Leased premises and also gone through the building plans thereof and actual construction of the leased premises ; **AND**

WHEREAS the parties hereto after discussions have arrived at mutually and reached understanding which they have decided to reduce in to writing.

WHEREAS the Lessor have agreed to grant Supplementary Lease Deed to the Lessee to occupy and use the Leased Premises, on the

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P. S. Kakade



following terms and conditions agreed to, between the parties hereto;

NOW THIS DEED OF LEASE WITNESSETH AS UNDER

COMMENCEMENT :

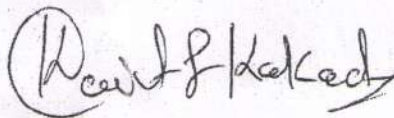
- 1) Lessor to build at their on cost 4th floor of the said premises as per specification mentioned in Annexure 'A' The Lessor to work in school hours but major work like slab work etc., to be done only during holiday.
- 2) In Consideration of the Lease fee and refundable interest free security deposit specified herein below, the Lessor hereby Sate and declare that they have allowed the Lessee to use said premises for a period of 29 years on LEASE basis commencing from the 1st day of May, 2016.

PERIOD

- 3) The Lessee has agreed to occupy and use the said premises on Lease basis for a period of 29 years commencing from the 1st day of May, 2016.

THE PURPOSE

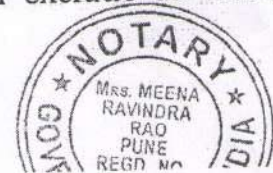
- 4) By this Deed the Lessor grants permission to the Lessee for the purpose of running and operating Primary/ Secondary School, Play Group, Nursery, Junior KG., Senior KG., and connected offices at the Leased premises. The Classes shall be operational during the period 7.00 am to 7.00 pm on all days of the week.
- 5) The Lessor have provided an architect certificate stating that the constructed carpet area is approximately 11,000 Sq.ft.



6) The Lessor state that the Leased premises is ready for utilization by Lessee and agree to induct Lessee in Leased premises for utilization thereof on 01/05/2016. The payment of the Lease fee shall commence 01/06/2016.

- 7) The Lessee to deposit with the Lessor an Interest free Security Deposit at the time of possession of the said premise a sum of Rs. 40,00,000/- (Rupees forty lakh only) Lease Fees amount. Out of security deposit of Rs. 40,00,000/- the lessee to deposit with the lessor an amount of Rs. 25,00,000/- (Rupees twenty five lakh only) at the time of possession of the said premises and remaining security deposit of Rs. 15,00,000/- (Rupees fifteen lakh only) will be given at the time of lift installation, in favour of Lessor which shall be refunded by the Lessor upon the expiry of the term of Lease and on vacating/ quitting the Leased premises and handing over peaceful possession of the same subject to deduction of any outstanding **like light bill, Water Charges, Corporation taxes etc.** dues payable by the Lessee in pursuance to the present.
- 8) The Lessee shall pay to the Lessor the Lease Fees on account of use and occupation charges as below :-
- i) The Lessee agrees to pay the Lease Fee @ Rs. 35.50 per Sq.ft., on carpet area basis, The area so determined shall be treated as actual area under Lease confirmed and recommended by Architect and as per actual approved building plan. Lease Fees shall be increased by 10% every term of 36 Months on the lease charges last paid after the completion of the initial 36 months. The above mentioned Lease fees amount shall exclude all existing, Municipal

② Perit Hakada



Corporation Taxes, Light bills, Water Bills etc. as may apply shall be paid by the Lessee only.

- ii) The payment of the monthly Lease Fees will be subject to Tax Deduction at source, if any.
- iii) The Lessee covenants with the Lessor that Service Tax on the Lease Fees receivable by the Lessor shall be borne and paid by the Lessee to the Lessor on re-imbursement basis i.e. the Lessor shall raise a bill of Demand on account of Service Tax payable by them to the appropriate Authority and the same shall be paid by the Lessee to the Lessor within a period of 10 days from the date of receipt of such Demand.
- iv) The Lessee shall Pay Property Taxes, **any other Municipal Corporation Taxes** for the said property **during the period of this lease and any increase in the taxes thereof.**
- v) The Lessee covenants that the Lease fees shall be payable in advance by the 10th of each calendar month and it will be transferred by RTGS/ NEFT to the Lessor bank Accounts.

COVENANTS

- 9) The entire term of 29 years shall be the Lock - in period for the Lessor and Lessee. Neither party can terminate the Deed during the Lock - in period (except for the non compliance, Non performance of any of the term/s and/or condition/s of the this Deed by either parties)

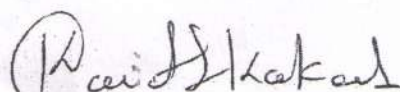
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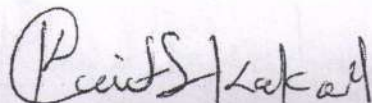
10) The Lessee shall be deemed to be only a Lessee for a period of 29 years by virtue of these presents and shall not make or have any claim of tenancy, sub-tenancy or any other right, title or interest of whatsoever nature or nomenclature in the Leased Premises or in any portion thereof. It is agreed that the Lessee shall not grant a Sub-Lease to any other person and shall not keep any other person in place or stead of the Lessee. The Leased premises shall not be made subject matter of any Joint Venture, Partnership or under any arrangement with third person/ Body Corporate/ Society etc. under any nomenclature or arrangement by the Lessee.

11) That the Lessee shall utilize the Leased premises strictly only for the purpose of running and operating Primary/ Secondary School, Play Group, Nursery, Junior Kg., Senior Kg., and connected offices only and shall not permit anyone else to use and occupy the Leased Premises or any part thereof. Further Lessee shall not carry out any structural additions or alterations whether of temporary or permanent nature in the Leased Premises or in any portion thereof without the prior written consent of the Lessor. The Lessee is allowed to fix at its own cost such furniture and fixture as may be required and is suitable for the purpose of conducting running and operating Primary/ Secondary School, Play Group, Nursery, Junior Kg., Senior Kg., and connected offices and that upon expiry of the Lease period or earlier determination thereof as the case may be, the Lessee shall take away and remove the movable furniture, without causing any damage to the Leased Premises. The Lessee shall hand over possession of the said premises as is where is condition, subject to normal wear and tear due to time lapsed.



The Lessor agrees to paint the said premises inside and outside and provide adequate electric supply and wirings also to repaint entire old structure from outside. **Any further repainting if required will be the responsibility of Lessee.** Further the Lessor shall undertake major repairs like external leakages, Leakage from terrace, Leakage from any floor/ Ground, at there own cost. The Lessee shall communicate to the Lessor of the above mentioned major leakage etc. required and the Lessor shall organize the repairs within the next 15 days from the date of receipt of such communication by the Lessor from the Lessee. The Lessee shall keep and maintain the Leased premises in good, habitable, hygienic and clean condition at its own cost on normal wear and tear exempted.

- 12) The Lessor shall permit raising of partitions and installation of Air conditioners. Such modifications and erection shall be done by the Lessee at its own cost. The Lessee shall not make any structural/ permanent changes inside the premises. **The Lessee shall make only temporary changes inside the Leased premises** The Lessee has explained the proposed plan for furnishing and the Lessor have in principle approved the same.
- 13) The Lessee during the subsistence of this Deed shall have uninterrupted use and enjoyment of the said premises, subject to the terms and conditions of this Deed.
- 14) Either party hereby agrees to indemnify the other party and their representatives from all claims/ demands/ damages/ actions/ costs/ charges, to which they may have to be held liable, by reason of negligence/ commission/ non-performance/ nonobservance of any terms/ conditions under this Deed.



15) The Lessor shall obtain at its own cost all the necessary consents, permissions and NOC's from the appropriate Authorities at its own cost, including the consent of the Fire Department for the use of the Leased Premises for educational purpose (School). The necessary permissions and Registrations for running the school shall be obtained by the Lessee from the concerned authorities at their own cost. It is further agreed that the Lessee shall be solely responsible for the discharge of all the liabilities including salary payable to its staff, Income Tax, Sales Tax, Service Tax and Excise duty and other dues arising out of carrying on the said business and in no manner, the Leased premises shall be made subject matter of such claims/ liability.

16) The Lessee shall accept all correspondence/ letters addressed to the Lessor and shall be duly hand over to the Lessor.

17) The Stamp Duty and Registration Fees incidental for the registration of this Deed shall be borne and paid by the both parties equally however the parties shall individually bear the cost of legal fees of their respective legal consultants.

AMENITIES

18) The Lessee is permitted to use and independent access to the Leased premises along with adequate water supply and electricity during the Lease period.

19) The Lessee shall pay the electricity bills regularly and shall not commit any default. In addition the Lessee is permitted to acquire additional telephone line/s at its own costs upon an understanding that such installations shall not create or

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[Handwritten signature: Parth Katak]



promote any right, title or interest in favour of the Lessee and shall be at the sole risk of the Lessee.

PROVISION OF EXTENSION

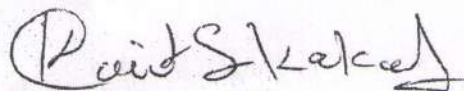
- 20) If the Lessor decide to sell the property during the period of Lease Deed, upon sale to the third party the Lessor shall ensure the continuity of the Lease Deed through the unexpired term on same terms and conditions, The purchaser shall duly acknowledge the Deed and shall provide undertaking to the effect of continuity of Lease Deed to the unexpired term of this Deed.

TERMINATION

- 21) Assuring the Lessee long term plans, the Lessor and Lessee agree, not to invoke termination of the Deed during this period of Lease save for reasons of breach of any clause within this Deed.

POSSESSION & COMMITMENT

- 22) The Lessor shall allow the Lessee to use and occupy the Leased premises on 01/06/2016 along with all approvals and permissions referred above.
- 23) Notwithstanding anything contained hereinabove or after, if Lessee fails on demand to perform and observe, any of the stipulations, conditions and covenants herein contained then, in such an event, the Lessor shall give notice of 60 days to the Lessees calling upon it to remedy the breach and on failure to remedy the breach by the Lessee, the Lessor shall have the right to withdraw, terminate and revoke the Lease granted to the



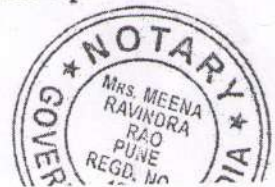
24) The Lessee shall put up their signage on the premises and the Lessor shall issue a NOC if any required by the Lessee. It is however agreed by the Lessee that whatever taxes/ cesses/ charges are levied on such Signage by the Competent Authorities, Shall be borne and payable by the Lessee and the Lessor shall in no case shall be held liable or responsible to make the payment thereof.

26) On expiry of this Deed the Lessee shall hand over vacant and peaceful possession of the said premises against receipt of Security Deposit amount to the Lessor subject to deduction of any outstanding dues payable by the Lessee in respect of the Leased premises.

28) The General maintenance of the premises will be done by Lessee at its own cost. Lessor agrees to construct the terrace with "brick bat koba". Any leakage from walls, ceilings, terraces or ground by Lessor during the Lease period.



Reiss Lakay



29) The Lessor to provide the copy of plan i.e. Architect, Structural drawing etc., approved by authorities for the said premises to the lessee before starting the work.

30) Lessor to provide the Lessee structural stability certificate from structural engineer and completion certificate from respective authorities and trying to handing over at the time of possession of the said premises.

31) Lessor to provide otis make of 2 lifts of minimum capacity 10 persons each as per attached specification in Annexure 'A' as and when Lessee takes possession of the said premises. Lessee shall responsible for the maintenance of the lift and liable for consequences if any occur. At the time of installation of lift, lessee shall make payment of remaining security deposit Rs. 15,00,000/- to the lessor.

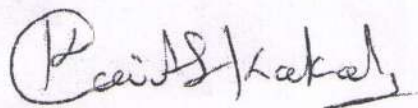
32) Any Notice/ Letter required to be served by one party to another in pursuance of this Lease Deed Shall be served upon the other, in writing, at the respective address as mentioned herein below;

i) In case of Lessor :

Mrs. Kavita Suryakant Kakade
Residing at - Kakade Palace, S.No. 135
Sarvatra Co-Operative Housing Society,
Paud Road, Kothrud, Pune - 411 029

ii) In case of Lessee :

Podar Education Trust
Podar Centre, 85, Chamarbaug Post Office Lane,
Parel, East Mumbai - 400012.



SCHEDULE OF THE PROPERTY ABOVE REFERRED TO
SCHEDULE - A

All that piece and parcel of the land and bearing Survey No. 284 together with Ground + 3 floors building admeasuring about (Carpet area) 36057.89 Sq.ft. (or 3351.10 Sq. Mtr.) situated at Chinchwad, Known as 'Kakade Park' within the registration district Pune, Tal. Haveli.

IN WITNESSETH WHEREOF the parties have put their respective hands the day and year first hereinabove written.



Signed, sealed and delivered
by the within named **LESSOR**



Mrs. Kavita Suryakant
Kakade



Signed, sealed and delivered
by the within named **LESSEE**



FOR PODAR EDUCATION TRUST
THROUGH IT'S AUTHORIZED
SIGNATORY

Mr. Solomon Simon
Chordekar

WITNESSES:

1) Signatures:
Name: Reehma Inlalkar
Address: Sinhagad Road,
Pune

2) Signatures:
Name: Jai. R. Athavale
Address: Paud Rd.
Pune - 38.



BEFORE ME

MRS. MEENA R. RAO
NOTARY GOVT. OF INDIA
PUNE

MRS. MEENA R. RAO

B.A., L.

Advocate & Notary
Flat No. 4, Rathchakra Apt., Tejas Na
Kothrud, Pune-411038. Ph. 020-25388

Noted and Registered
At Serial Number

THE	1263	13/21/16
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महाराष्ट्र MAHARASHTRA

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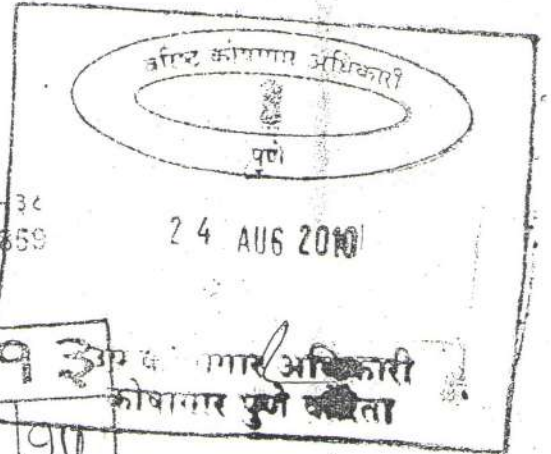
अ. क्र. 14663 दिनांक 09/09/2010
रुपये 900/-
नाम अश्विनी कावड
पत्ता 123456789
हरले 123456789
सही Arankshar

स्टॅम्प व्हेंडर
संजय दि. शिंदारे
ला. नं. हवेली, 8/66/2002
कर्वेरोड, मारुती मंदीर समोर, कोथरुड, पुणे-36
फॅक्स:-25452771 मोबा.: 9422330859



हवेली - 93
09/09/2010
२०१०

॥ श्री गणेशाय नमः ॥



CORRECTION DEED

This DEED OF CORRECTION is made and executed at PUNE on this Friday the 24th day of September, 2010.

D. S. Franklin
General Manager
Podar Group of School
Pune Region

Shehanaz Cottar
Principal
Podar International School
Chinchwad, Pune-411 033.



BETWEEN

SURYAKANT KAKADE & ASSOCIATES

A Proprietary Firm having its Office at :-

Plot No. 67/68, Sanmitra Bunglow,

Abhinav Lane, Opp. Karve Road Telephone Exchange,

Erandwane, Pune - 411 004

D.S.J. Franklin
General Manager
Podar Group of School
Pune Region

MR. SURYAKANT DATTATRAY KAKADE

Age - Adult, Occupation - Business

MRS. KAVITA SURYAKANT KAKADE

Age : Adult, Occupation : Housewife

Shehanaz Cottar
Principal
Podar International School
Chinchwad, Pune-411 033.

MASTER JAY SURYAKANT KAKADE

Age: Minor, Occupation: Student

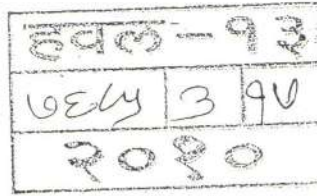
Through his Natural Guardian **MR. SURYAKANT DATTATRAY KAKADE**

All Residing at: Kakade House, Mayur Colony,

Kothrud, PUNE - 411 029

Hereinafter called and referred to as 'THE LESSOR'

(which expression shall unless be repugnant to context and meaning thereof shall mean and include all partners, present and future, their legal heirs, administrators, executors and assigns etc.)PARTY OF THE FIRST PART



PODAR EDUCATION TRUST

A Trust registered under the Public Trust Act, with the object of promoting schools, having its Registration No. BNG(U)JNR/570/2004-2005 dtd. 17.11.2004 and having their office at :-

Podar Centre, 85, Chamarbaug Post Office Lane,
Dr. Ambedkar Road, Parel, Mumbai - 400 012

represented by

MR. PAVAN PODAR

Age - 50 years, Occupation - Trustee

MRS. MAMTA PODAR

Age - 46 Years, Occupation - Trustee
Both Residing at :- Silver Arch Building,
66-L, Jagmohandas Marg, MUMBAI - 400 006

Through their Power of Attorney Holder

SHRI SOLOMON SIMON CHORDEKAR

Age - 65 Years, Occupation -

Residing at - Wadia Estate, Bldg. No. 8,
Room No. 269, Bail Bazar, Kurla, Mumbai - 400 070.

Hereinafter called 'THE LESSEE'

(which expression shall unless be repugnant to context and meaning thereof shall mean and include all the present and future trustees, administrators, executors and assigns etc.)

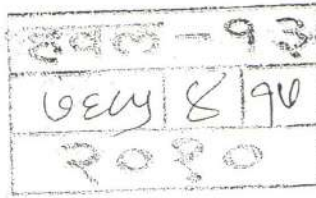
.....PARTY OF THE SECOND PART

WHEREAS

1. The property bearing S. No. 284 of village Chinchwad, Taluka Haveli, Dist. Pune reserved land for school and playground (Reservation No. 230A for School & 230B for Playground) situated at Kakade Park, Chinchwad, Registration Sub-District Taluka Haveli, Registration District Pune (Chinchwad) and situated within the limits of Pimpri Chinchwad Municipal Corporation, Dist. Pune which is more particularly described in the Schedule written and hereinafter referred to as the "said premises" is owned and possessed by Lessor.

D.S.J. Franklin
General Manager
Podar Group of School
Pune Region

Shehanaz Cottar
Principal
Podar International School
Chinchwad, Pune-411 033.



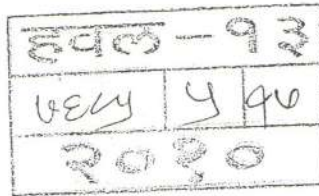
2. The parties hereinabove has also signed a Memo Understanding dtd. 26/11/2004 whereby the Lessor had agreed said premises on lease on terms and conditions mentioned the same day the Lessor had given possession of the said Party of The Second Part as the execution part of the same M- fulfilling the necessary required conditions for starting the Sch Party of The Second Part and also for the purpose of fulfilling necessity and safety of both the parties a registered Lease signed by and between both the parties herein for the said premi years. The said Lease Deed was registered in the office of Sub- Haveli No. 14 at Sr. No. 7231/2005 dtd. 29/10/2005 and as per the said Lease Agreement the schedule premises are given to Lessee for the 29 years i.e. from June 2006 to June 2035.
3. In the lease deed the name of Master Jay Kakade was not entered as one of the parties due to typographical mistake and the same has been corrected vide in this Indenture and Master Jay Kakade has also been made the party of the first part along with Mrs. Kavita Suryakant Kakade and Mr. Suryakant Dattatray Kakade.
4. The parties hereto had deliberations and discussion and as a consequence thereof they have reached and understanding and had agreed to the part that the terms and conditions of the said MOU was fulfilled the said MOU is no more applicable to the parties. Also the area of the said premises to be given on lease has been increased and therefore the rent amount is also increased. Both the parties decided to reduced the same in writing the said changes occurred and thus this Correction Deed

NOW THIS DEED WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-


1. The name of Master Jay Kakade has been added in the Party of the First Part along with Mrs. Kavita Suryakant Kakade and Mr. Suryakant Dattatray Kakade and the Lessee has given its consent for the same and does not have any objections with respect to the same.


D.S.J. Franklin
General Manager
Podar Group of School
Pune Region

Shehanaz Cottar
Principal
Podar International School
Chinchwad, Pune-411 033.



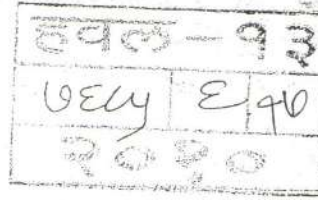
2. The area of the premises to be let out has been increased and therefore now the said rent is changed as Rs. 4,21,758/- (Rupees Four Lakhs Twenty One Thousand Seven Hundred Fifty Eight only). That vides this Indenture the Lessee had agreed to pay the aforesaid changed amount to the Lessor and agrees to pay the said rent on or before the 5th day of every English Calendar month.
3. The Lessee agrees that in default of payment of rent for 12 months continuously the Lessor will have a right to terminate these presents within 30 (Thirty) days with effect from the same day, as well as against the arrears of the rent amount Lessor would charge for the delayed period with 18% p.a. till the realization with the dead line of 12 months and obtain the physical possession of the leased out property from the LESSEE.
4. That in the Lease Deed dated 21/10/2005 due to the typographical mistake inadvertently it was mentioned that TDS at applicable rate would be deducted by the Lessee from the rent amount itself and the rent amount mentioned includes existing Municipal Taxes and non-agricultural tax, if there is revision in future, increase will be on Mr. Podar only i.e. for Trust only. But the same is now corrected and the above mentioned new rent amount shall exclude all existing / applicable Municipal Corporation taxes, TDS, Non-Agricultural tax and all further Government / Corporation taxes as may apply and which shall be paid by the Lessee only. Also the property tax as presently assessed or in future till the period of this Lease would be paid by the Lessee and the same will not be remitted by the LESSOR and also in case of any changes the same will be decided by both the parties mutually and not a one by Mr. Podar.
5. During the period when the lease deed was executed the said premises was under the construction and at present the said construction thereon is completed and therefore Lessor has agreed to allow the Lessee to carry out alteration within the said Premises and the construction thereon at his own cost, subject to not compromising the demarcation and safety of the structure of the said premises. The Lessee shall hand over the premises in the good and habitual condition along with the future construction thereon, on termination of the lease period. In case of any damage to the


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basic structure of the said premises or the future construction thereon, the Lessee shall be responsible for the same and shall be liable and pay for any such damages to the Lessor. subject to the reasonable wear and tear and due to normal use thereof.

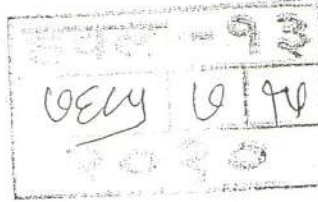
6. That by this agreement of Correction Deed both the parties have agreed that the Party of the Second Part will enjoy the said premises for the 30 (thirty) years which will be counted since from the registered Lease Deed i. e from June 2008 to May 2038.
7. The Lessee commits a default and/or breach of agreement and neglected to pay the Lessor in terms of this lease deed in that event the Lessor will be entitled to terminate this Lease Deed by giving 2 months notice in advance and in such event the Lessee shall be responsible and liable to vacate the premises and deliver the possession along with the construction thereof by terminating the use of such premises together with an amount of compensation equal to rent amount for period of next 3 years from the date of such termination or breach and /or default .
8. Upon expiry or earlier termination of this Lease Deed the Lessee shall remove himself along with his staff and his employees, with their belongings, chattels, articles and fittings whatsoever from the said Premises and handover peaceful and is and as where basis possession of the said Premises along with the construction thereon to the Lessor in good condition.
9. That all expenses towards stamp-duty, registration charges and incidental expenses thereto which will occurred due to this said corrections will be borne by both the parties. The parties will execute a new Lease Deed including the said mentioned changes after one month of this Correction Deed.

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Pune Region

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SCHEDULE (HEREINABOVE REFERRED TO)
DESCRIPTION OF THE PROPERTY

ALL THAT piece and parcel of the land reserved for school and play ground at Kakade Park, Chinchwad, within the limits of Pimpri Chinchwad Municipal



Corporation, Reservation No. 230 (a) for School and 230 (b) for Playground Pune totally admeasuring area of 87000 sq. ft. along school building with construction admeasuring 36057.89 sq. ft and play ground with open land admeasuring 79208 sq. ft situated at Village Chinchwad bearing Survey No. 284, of Village Chinchwad, within the registration district Pune, Sub-District Taluka Haveli.

IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written.

Signed, sealed and delivered
By the within named LESSOR

For self & on behalf of
Suryakant Kakade & Associates
Mr. Suryakant D. Kakade

Mrs. Kavita Suryakant Kakade

Master Jay Suryakant Kakade
Through his Natural Guardian
Mr. Suryakant D. Kakade

Signed, sealed and delivered
By the within named LESSEE

PODAR EDUCATION TRUST

represented by Trustees

MR. PAVAN PODAR

MRS. MAMTA PODAR

through Power of Attorney Holder

Mr. Solomon Simon Chordekar

Witness:- Akanksha
Akanksha. Pawar
B1/20 Krishnanagar,
Erandawana, Pune.

D.S.J. Franklin
General Manager
Podar Group of School
Pune Region

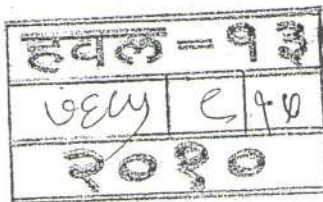
Shehanaz Cottar
Principal
Podar International School
Chinchwad, Pune-411 033.





- 2 -

AND WHEREAS we are desirous of taking on lease property called Keshade Park, S.No. 284, Chinchwad, Tel. Haveli, Distt. Pune hereinafter referred to as the "said property" (which is more particularly described in the Schedule hereunder written);

AND WHEREAS we are unable to attend to the finalisation of the lease and also the formalities and activities thereof. We are desirous of appointing some fit and proper person to represent us for the purpose hereinafter set out.





D.S.J. Franklin
General Manager
Podar Group of School
Pune Region

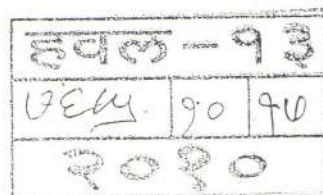

Shehanaz Cottar
Principal
Podar International School
Chinchwad, Pune-411 033.


NOW KNOW YE ALL AND THESE PRESENTS WITNESSTH that ~~the~~ ~~Podar~~ ~~Education~~ ~~Trust~~ ~~is~~ ~~a~~ ~~Trust~~ ~~registered~~ ~~under~~ ~~number~~ ~~572/2004-2005~~ ~~and~~ ~~having~~ ~~its~~ ~~Office~~ ~~at~~ ~~Podar~~ ~~Cent~~ ~~Chamarbaug~~ ~~Post~~ ~~Office~~ ~~Lane~~, ~~Off.~~ ~~Dr.~~ ~~Ambedkar~~ ~~Road~~ ~~400~~ ~~012~~ ~~do~~ ~~hereby~~ ~~nominate~~, ~~constitute~~ ~~and~~ ~~appoint~~ ~~SHRI~~ ~~SOLOMON~~ ~~SIMON~~ ~~CHORDEKAR~~, ~~Age~~ ~~-~~ ~~65~~ ~~YEARS~~, ~~res~~ ~~Wadia~~ ~~Estate~~, ~~Bl~~ ~~dg~~. ~~No.~~ ~~8~~, ~~Room~~ ~~No.~~ ~~269~~, ~~Bail~~ ~~Bazar~~ ~~Mumbai~~ ~~400~~ ~~070~~ (hereinafter called "ATTORNEY") to ~~and~~ ~~lawful~~ ~~Attorney~~ ~~in~~ ~~our~~ ~~name~~ ~~and~~ ~~on~~ ~~our~~ ~~behalf~~ ~~agent~~ ~~to~~ ~~do~~ ~~all~~ ~~or~~ ~~any~~ ~~of~~ ~~the~~ ~~following~~ ~~acts~~, ~~deeds~~, ~~matters~~ ~~and~~ ~~things~~ ~~in~~ ~~respect~~ ~~of~~ ~~said~~ ~~property~~ ~~known~~ ~~as~~ ~~Kakade~~ ~~Park~~, ~~S.No.~~ ~~284~~, ~~Chinchwad~~, ~~Tal.~~ ~~Haveli~~, ~~Distt.~~ ~~Pune~~ (which is more particularly described in the Schedule hereunder written)

1. To attend and complete all the formalities necessary for execution of regular lease in our favour i.e.Trust namely PODAR EDUCATION TRUST, by Shri Suryakant Kakade in respect of the said property known as Kakade Park, S.No.284, Chinchwad, Tal.Haveli, Distt.Pune and to sign documents before the concerned Sub-Registrar and also to complete all necessary registration formalities which may arise from time to time.

2. For all purpose mentioned in the proceeding paras to write and receive letters and notices and to commence, carry on, prosecute or take actions or all other proceedings touching management of the said property and for the purpose of the said property to declare and affirm plaints, written statements,


D.S.J. Franklin
General Manager
Podar Group of School
Pune Region



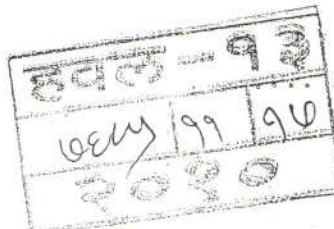

Shehanaz Cottar
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affidavits, applications, petitions, memorandum of appeals, applications for execution and other papers and to accept service and defend in suit and other proceedings that may be filed against the Trust namely PODAR EDUCATION TRUST, us and to prosecute the claim to defend in the Court of appeal or original and for the said purposes to appear before any judicial or executing officer or officers as occasion shall arise and to perform any other acts deeds, matters and things as shall be requisite or expedient for the purpose according to law.

SCHEDULE ABOVE REFERRED TO

DESCRIPTION OF THE PROPERTY :-

ALL THAT piece and parcel of the reserved land for school and play ground at Kakade Park, Chinchwad, Pune totally admeasuring area of 2 acres (i.e. 87,000 Sq.Fts.) alongwith construction i.e. standing structure thereon admeasuring area of 20,000 Sq.Fts. and balance area of 67,000 Sq. Fts. for play ground situated at Village Chinchwad bearing District Pune, Sub-District, Taluka Haveli, District Pune and situated within the limites of Pimpri Chinchwad Municipal Corporation.



SIGNED, SEALED AND DELIVERED)
BY THE WITHINNAMED)

(MR. PAVAN PODAR)

for Podar Education Trust

Trusted

(MRS. MANTA PODAR)
Executors


for Pedar Education Trust.

Trustee

SIGNED, SEALED AND DELIVERED)
BY THE WITHINNAMED)


SHRI SOLOMON SIMON CHORDEKAR
POWER OF ATTORNEY HOLDER.

WITNESS:

1. Sign: 

Name: Chandrasekharan

Address: Pecos Center, 85 Ford Rd. E.
Orlando, Fla 32811-1111

2. Sign: 

Name: DIPAK DIDWANI

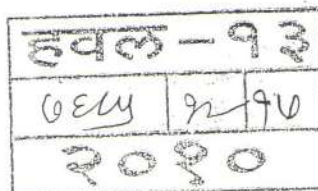
Address: 18B/21 BRINDAVAN,
THANE(W)-400601

BEFORE ME



18-10-2005

D. S. PRABHU
 Tel. 412 50 27 D.D.L.B.
NOTARY GREATER BOMBAY
 Bhamburda Bhuvan, St. Xavier Street
 Behind Bhamburda Police Station.
 BOMBAY - 400 012



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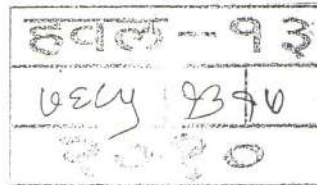
घोषणापत्र

मी, सोलोमन सायमन चोरडेकर, याद्वारे घोषित करतो की, दुय्यम निबंधक हवेली क्रमांक १३ यांचे कार्यालयात Correction Deed या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री. पवन पोदार आणि सौ. ममता पोदार यांनी दिनांक १८/१०/२००९ रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे / निष्पादित करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तिपैकी कोणाही मरत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहील याची मला जाणीव आहे.

दिनांक : २४/९/२०१०

Gimn

कुलमुखत्यारधारकाचे नाव व सही
(सोलोमन सायमन चोरडेकर)



HK

D.S.J. Franklin
General Manager
Podar Group of School
Pune Region

Shehanaz Cottar

Shehanaz Cottar
Principal
Podar International School
Chinchwad, Pune-411 033.



हवेली 13

दस्त गोषवारा भाग-1

दस्त क्र 7685/2010

98190

12/2010

दुय्यम निबंधक:

12:23 pm

हवेली 13 (एरंडवणा)

दस्त क्रमांक : 7685/2010



दस्ताचा प्रकार : चुक दुरुस्तीपत्र

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र


अंगठ्याचा ठसा


1	नाम: पोदार एज्युकेशन ट्रस्ट तर्फे पवन पोदार व ममता पोदार या दोघांतर्फे कु मु म्हणुन सोलोमन चोरडेकर - पत्ता: घर/फ्लॅट नं: बेल बाजार कुर्ला मुंबई गल्ली/रस्ता: - ईमारतीचे नाव: - ईमार	लिहून घेणार वय 65 सही		
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खालील 3 पक्षकारांची कबुली उपलब्ध नाही.

अनु क्र.	पक्षकाराचे नाव
2	सुर्यकांत काकडे आणि असोसिएटस् तर्फे प्रोफा. सुर्यकांत काकडे
3	कविता सुर्यकांत काकडे
4	जय सुर्यकांत काकडे तर्फे अपाक म्हणुन सुर्यकांत काकडे - -




D.S.J. Franklin
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Pune Region


Shehanaz Cottar
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09/09/2010

दुय्यम निबंधक:

2:18:06 pm

हवेली 13 (एरंडवणा)

दस्त गोषवारा भाग-1

हवेली 13

दस्त क्र 7685/2010

१६/१५

दस्त क्रमांक : 7685/2010

दस्ताचा प्रकार : चुक दुरुस्तीपत्र

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

2 नाव: सुर्यकांत काकडे आणि असोसिएटस् तर्फे प्रोप्रा.
सुर्यकांत काकडे

लिहून देणार

वय 52

सही



पत्ता: घर/फ्लॅट नं: मयुर कॉलनी कोथरुड पुणे
 गल्ली/रस्ता: -
 ईमारतीचे नाव: -
 ईमारत नं: -
 पेठ/वसाहत: -
 शहर/गाव:-
 ताल

4 नाव: जय सुर्यकांत काकडे तर्फे अपाक म्हणुन सुर्यकांत
काकडे

लिहून देणार

वय 52

सही



पत्ता: घर/फ्लॅट नं: सदर
 गल्ली/रस्ता: -
 ईमारतीचे नाव: -
 ईमारत नं: -
 पेठ/वसाहत: -
 शहर/गाव:-
 तालुका: -
 पिन: -
 पॅन नम्बर: -



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दस्त गोषवारा भाग - 2

हवेली 13

दस्त क्रमांक (7685/2010)

१५१७

दस्त क्र. [हवेली 13-7685-2010] चा गोषवारा
बाजार मुल्य : 0 मोबदला 0 भरलेले मुद्रांक शुल्क : 100

दस्त हजर केल्याचा दिनांक : 24/09/2010 04:10 PM

निष्पादनाचा दिनांक : 24/09/2010

दस्त हजर करणा-याची सही :

Simon

दस्ताचा प्रकार : 65) चुक दुरुस्तीपत्र

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 24/09/2010 04:10 PM

शिक्का क्र. 2 ची वेळ : (फ्री) 24/09/2010 04:15 PM

ओळख :

दुग्धम निबंधक यांच्या ओळखीचे इसम असे निवेदीत करतात की, ते दस्ताऐवज करून देणा-यांना
अदलील ओळखतात, व त्यांची ओळख पटवितात.

1) अँड गीता आनंद कौजलगीकर सिंहगड रोड पुणे - घर/प्लॉट नं. -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

Centand



पावती क्र.: 7761

पावतीचे वर्णन

नाव: पोदार एज्युकेशन

ममता पोदार या दोघां

चोरडेकर - -

100 : नोंदणी फी

340 : नक्कल (अ.

(आ. 11(2)),

रुजवात (अ. 12) व छद्म

एकत्रित फ्री

440: एकूण

Centand
दु. निबंधकाची सही, हवेली

Centand

दु. निबंधकाची सही
हवेली 13 (एरंडवणा)



Franklin
D.S.J. Franklin

General Manager

Podar Group of School

Pune Region

Shehanaz
Shehanaz Cottar

Principal

Podar International School

Chinchwad, Pune-411 033.



दस्त गोषवारा भाग - 2

हवेली 13

दस्त क्रमांक (7685/2010)

9/19/10

दस्त क्र. [हवेली 13-7685-2010] चा गोषवारा
बाजार मुल्य : 0 मोबदला 0 भरलेले मुद्रांक शुल्क : 100

दस्त हजर केल्याचा दिनांक : 24/09/2010 04:10 PM
निष्पादनाचा दिनांक : 24/09/2010
दस्त हजर करणा-याची सही :

पावती क्र.: 7761
पावतीचे वर्णन
नांव: पोदार एज्युकेशन
ममता पोदार या दोघां
चोरडेकर - -

100 : नोंदणी फी
340 : नक्कल (अ.
(आ. 11(2))),
रुजवात (अ. 12) व छाया
एकत्रित फी

440: एकूण

दस्ताचा प्रकार : 65) चुक दुरुस्तीपत्र
शिकका क्र. 1 ची वेळ : (सादरीकरण) 24/09/2010 04:10 PM
शिकका क्र. 2 ची वेळ : (फ्री) 24/09/2010 04:15 PM (कार्यवाही पूर्ण)
शिकका क्र. 3 ची वेळ : (कबुली) 30/09/2010 02:18 PM
शिकका क्र. 4 ची वेळ : (ओळख) 30/09/2010 02:18 PM

दस्त नोंद केल्याचा दिनांक : 30/09/2010 02:18 PM

ओळख :

दुय्यम निबंधक यांच्या ओळखीचे इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना
व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात.

1) अँड गीता आनंद कौजलगीकर सिंहगड रोड पुणे - - घर/प्लॉट नं. -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं.: -

पेठ/वसाहत: -

शहर/गाव:-

तालुका:-

पिन: -

दु. निबंधकाची सही, हवेली - 13 (एरंडवणा)

प्रमाणित करणेत येते की या दस्तास एकूण 96 पाने आहेत

सह-दुय्यम निबंधक वर्ग-२ हवेली क्र - १३

दु. निबंधकाची सही
हवेली 13 (एरंडवणा)

पहिले नंबरचे पुस्तकाचा
७६८५ नवरी नोंदला.

सह-दुय्यम निबंधक वर्ग-२, हवेली क्र. - १३

दिनांक 30/9/2010

D.S.J. Franklin
General Manager
Podar Group of School
Pune Region



Shehanaz Cottar
Principal
Podar International School
Chinchwad, Pune-411 033.



दस्तक्रमांक व वर्ष: 7685/2010

Thursday, September 30, 2010

2:18:46 PM

दुय्यम निबंधक: हवेली 13 (एरंडवणा)

नॉदणी 63 म.

Regn. 63 m.e.

सूची क्र. दोन INDEX NO. II

गावाचे नाव : चिंचवड

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप चुक दुरुस्तीपत्र व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 0.00
बा.भा. रु. 0.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1)(1) वर्णन: दुरुस्तीचे वर्णन - दस्तामध्ये जय सुर्यकांत काकडे आणि द असे वाचण्यात यावे. हि चुकदुरुस्ती.
- (3) क्षेत्रफल (1)
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता
(1) सुर्यकांत काकडे आणि असोसिएटस् तर्फे प्रोप्रा. सुर्यकांत काकडे - -; घर/फ्लॅट नं: मयूर कॉलनी कोथरुड पुणे; गल्ली/रस्ता: -; ईमारत -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -;
(2) कृतिता सुर्यकांत काकडे - -; घर/फ्लॅट नं: सदर; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -;
(3) जय सुर्यकांत काकडे तर्फे अपाक म्हणून सुर्यकांत काकडे - -; घर/फ्लॅट नं: सदर; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -;
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता
(1) मोदार एज्युकेशन ट्रस्ट-तर्फे पवन-पोदार व समता पोदार या दोघांतर्फे कु मु म्हणून सोलोमन चोरडेकर - -; घर/फ्लॅट नं: बेल बाजार कुर्ला मुंबई; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -;
- (7) दिनांक करून दिल्याचा 24/09/2010
- (8) नॉदणीचा 30/09/2010
- (9) अनुक्रमांक, खंड व पृष्ठ
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 100.00
- (11) बाजारभावाप्रमाणे नॉदणी रु 100.00
- (12) शेरा



D.S.J. Franklin
General Manager
Podar Group of School
Pune Region

मी वाचली
मी रुजवात घेतली
अस्सल वरहुकुम नक्कल

दस्ता सोबतशी नक्कल
श्री. शे.लोमन चौ. 2502

यांना दिली असे
दिनांक 30/9/2010

(Signature)

(Signature)

दुय्यम निबंधक हवेली क्र. 93 दुय्यम निबंधक हवेली क्र. 93

Shehanaz Cottar
Principal
Podar International School
Chinchwad, Pune-411 033.

Friday, September 24, 2010
4:15:34 PM

पावती

पावती क्र. : 7761

दिनांक 24/09/2010

गावाचे नाव चिंचवड

दस्तऐवजाचा अनुक्रमांक

हवेली 13 - 07685 - 2010

दस्ता ऐवजाचा प्रकार

एक दुरुस्तीपत्र

सादर करणाराचे नाव: पोदार एज्युकेशन ट्रस्ट तर्फे पवन पोदार व ममता पोदार या दोघांतर्फे कु
मुहणुन सोलवुन चोरडेकर

नोंदणी फी

100.00

नक्कल (अ. 11(1)), मृष्टांकनाली नक्कल (अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (17)

340.00

एकूण

रु.

440.00

आपणास हा दस्त अंदाजे 4:28PM ह्या वेळेस मिळेल

[Signature]

दुय्यम निबंधक
हवेली 13 (एरंडवणा)

ED

बाजार मुल्य: 0 रु.

मोबदला: 0 रु.

भरलेले मुद्रांक शुल्क: 100 रु.

सह-दुय्यम निबंधक वर्ग-२
हवेली क्र. १३

ine

[Signature]
D.S.J. Franklin
General Manager
Podar Group of School
Pune Region

[Signature]
Shehanaz Cottar
Principal
Podar International School
Chinchwad, Pune-411 033.

THE COSMOS CO-OP. BANK LTD., PUNE
FRANKING DEPOSIT SLIP

Customer Copy

Branch: Chinchwad Branch Date: 03/07/2005

Pay to: कोसमोस बँक चिंचवड

Franking Value	Rs.	2,10,000/-
Service Charges	Rs.	11/---
Total	Rs.	2,10,011/-

Name & Address of Stamp duty paying party

श्री. सुर्यकांत दत्तात्रय काकडे

काकडे - हाक्स मधुर कोलनी

Tel.No./Mobile No.:

Purpose of Transaction

in cash for Franking Documents

Rs. 2,10,000/-

(For Bank's Use Only)

Tran ID

Franking Sr. No.

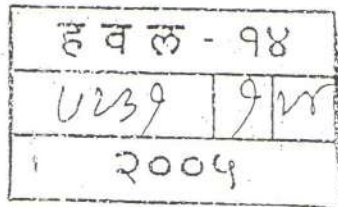
For The Cosmos Co-op. Bank Ltd., Pune

Authorised Signatory

II SHRI GAJANAN PRASANNA II

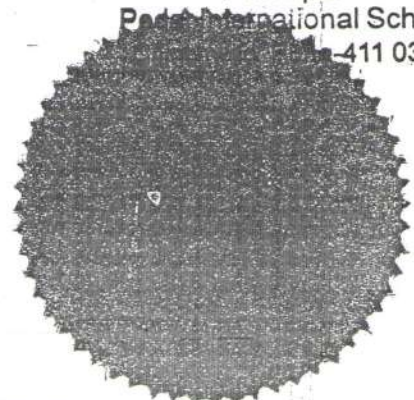
DEED OF LEASE

THIS DEED OF LEASE is made and executed AT PUNE on this 21/10/2005
th day of Two Thousand Five (2005).



Shehanaz Cottar
Principal

Podar International School
411 033.



Certified True Copy

6/10/11

RAKESH P. DOOA

B. Com LL.B

Advocate High Court,
Notary Government of India.
8, Kondaji Bldg. No. 3,
Behind Tata Hospital, Parel,
Mumbai - 400 012.

D.S.J. Franklin

General Manager
Podar Group of School
Pune Region

SCANNED
21/02/2010 19:30

Subyunkant D. Kakade
Mayur Colony, Pune
Regd. S. S. Kakade
190357

THE COOPERATIVE BANK LTD.
PUNE
BRANCH: PUNE
1768-0101

STAMP 48705
153400
OCT 20 2005
13:27
R.02100001-PB5120
INDIA STAMP DUTY MAHARASHTRA

Rs 10000/- Ten thousand only.
For The Co-operative Bank Ltd.

Authorized Signatory



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0239 2m
2004

D.S.J. Franklin
General Manager
Podar Group of School
Pune Region

BETWEEN

1) Mrs. KAVITA SURYAKANT KAKADE
Age : 32 yrs., Occupation : Housewife
Residing at - "Kakade House", Mayur Colony,
Kothrud, Pune - 411 029.

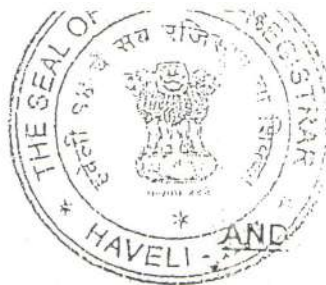
2) MR. SURYAKANT DATTATRAY KAKADE
Age - Adult, Occupation - Business,
Residing at - "Kakade House", Mayur Colony,
Kothrud, Pune - 411 029.

येन कर्तुं. ABVPK5626L

Hereinafter called as "THE LESSOR" (which expression where the context
admits shall include its successors in title for the time being) OF THE ONE
PART.



Shehanaz Cottar
Principal
Podar International School
Chinchwad, Pune-411 033.



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PODAR EDUCATION TRUST.

A Trust registered under the Public Trust Act with object of promoting schools having its Registration No. BNG (V) JNP/577/2004-2005 dated 17/11/2004 and having their Having their office at - Podar Centre, 85, Chamarbaug Post Office Lane, Dr. Ambedkar Road, Parel, Mumbai - 400 012. Represented by -

Mr. PAVAN PODAR

Age - 46 Years, Occupation - Trustee.

Residing at - Silver Arch Building,

66-L, Jagmohandas Marg,

MUMBAI - 400 006.

MRS. MAMTA PODAR.

Age - 46 Years, Occupation - Trustee.

Residing at - Silver Arch Building,

66-L, Jagmohandas Marg,

MUMBAI - 400 006.

Through their Power of Attorney Holder

SHRI. SOLOMON SIMON CHORDEKAR, Notarised P.O.A.

Age - 65 YEARS, OCCUPATION -


Residing at - Wadia Estate, Bldg. No. 8,


Room No. 269, Bail Bazar,

Kurla, Mumbai - 400 070.

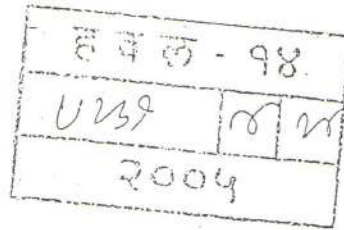
Hereinafter called as " THE LESSEE " (which expression where the context so admits shall include his nominees, legatees, heirs, executors, administrators and assignees) OF THE OTHER PART.

WHEREAS the property bearing No. 284 Chinchwad, Taluka Haveli, Dist. Pune reserved land for school and play ground situated at Kakade Park,


D.S.J. Franklin
General Manager
Podar Group of School
Pune Region


Shehanaz Cottar
Principal
Podar International School
Chinchwad, Pune-411 033.





Chinchwad (which is more particularly described in the schedule written) and hereinafter referred to as the "said premises" is owned and possessed by lessor;

AND WHEREAS the lessee is of Education Trust registered under public Trust Act having its Office at Podar Center, 85, Chamarbaug Post Office Lane, Dr. Ambedkar Road, Parel, MUMBAI - 400 012.


AND WHEREAS the lessee has duly authorized their office bearer namely Shri. Pavan Podar and Mrs. Mamta Podar through their Power of Attorney holder Mr. Solomon Soman 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";

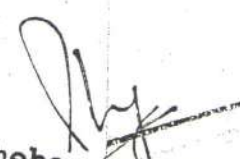
AND WHEREAS the Lessees are already running schools at various other places and they desire to open new school at Chinchwad and therefore was in need of the premises on leasehold basis for running of school;

AND WHEREAS the lessees came to know about the intention of the lessor and approached the lessor with a request to grant lease of the said premises;

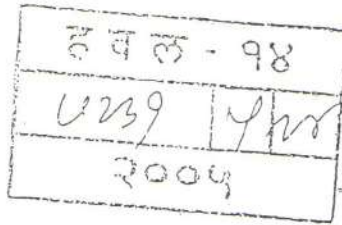
AND WHEREAS thereafter the above said parties have several discussion and they wish to record their understanding by executing Memorandum of Understanding and accordingly on or about 26th November 2004, the abovesaid parties have entered into MEMORANDUM OF UNDERSTANDING whereby lessor agrees to lease his property to lessee on the terms and conditions mentioned therein;

AND WHEREAS the parties hereto had due deliberations and discussions and as consequence thereof they have reached an understanding, which they have decided to reduce into writing being these presents.


D.S.J. Franklin
General Manager
Podar Group of School
Pune Region



Shehanaz Cottar
Principal
Podar International School
Chinchwad, Pune-411 033.

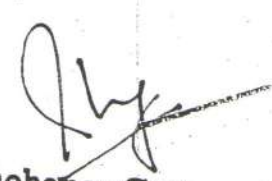




NOW THIS DEED WITNESSES AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :-

1. That the lessor does hereby grant and confer lease in favour of the lessee in respect of the house property bearing S.No. 284, situated at Kakade Park, Chinchwad and as more fully described in the schedule written hereinbelow subject to the terms and conditions stated herein below.
2. That lessor had obtained necessary permission from PCMC to use the said premises for school purpose.
3. That the period of lease is commencing from June 2006 to June 2035 i.e. 29 years.
4. That rent for the said premises (Approx. 70,000 sq. ft. Open land) is agreed to be paid every month and it is fixed at 50 Paise/sq.ft. i.e. Rs.35,000/- (Rupees Thirty Five Thousand only) Per month.
5. Thereafter there will be enhancement of rent by 5 % (Five percent) every after 3 years on the last rent paid. TDS at applicable rate would be deducted by the lessee from the above. The above rates includes existing Municipal Taxes and non-agricultural tax, if there is revision in future, increase will be on Mr. Podar only i.e. for Trust only.
6. The Lessee shall pay the Electric and Water charges, which they consume during the lease period. The lessee will try to get concessional rate of electricity and water and the Lessor will help in the same.
7. That the rent as payable every month shall be tendered by the lessee unto the lessor before 10 th day of every month.
8. That the lessor hereby assures unto the lessee that the said property is of absolute ownership of the lessor, and he has absolute right to grant such a lease in favour of the lessee.


D.S.J. Franklin
General Manager
Podar Group of School
Pune Region


Shehanaz Cottar
Principal
Podar International School
Chinchwad, Pune-411 033.





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9. If mutually agreed & understood by both the Parties in future, the lessor has agreed to build at his own cost Ground plus 2 R.C.C. structure (Approx. 40,000 sq. ft. carpet area) with strong compound wall with room design as per lessee's drawing and as per the specifications. The civil works are to be completed by the lessor maximum by February 2006. The lessee will be allowed to do interior work on the building.

As per discussion with Mr. Suryakant D. Kakade & Mr. Pavan Potdar following matters are agreed :-

- Carpet Area of the classrooms and Toilets, Stores, Stair Case, Office & Lobby.
- 50 % of the Carpet Area of the open terrace.
- Finalisation of the same will be done after actual measurement of the area on site.
- Rent for the Carpet area will be Rs. 9.5 / sq.ft.
- This lease also applicable for construction i.e. 29 years.

Approximately carpet area in 1 st Phase is 20,000 Sq. ft.

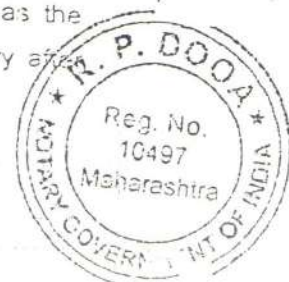
carpet area in 2 nd Phase is 20,000 Sq. ft.

10. Thereafter there will be enhancement of rent by 5 % (Five percent) every after 3 years on the last rent paid. TDS at applicable rate would be deducted by the lessee from the above. The above rates includes existing Municipal Taxes and non-agricultural tax, if there is revision in future, increase will be on Mr. Podar only i.e. for Trust only.
11. It is hereby agreed between the parties that the LESSOR will freeze the FSI for the upper floors for a period of 5 years starting from 1/06/2006. After that, he would construct the same keeping in mind the noise and security of the school. The New floors will be offered to lessee at the existing contract rates. If lessee decline, then lessor will be free to lease the same to pay non-competing with lessee. The lessee has given stage B requirement to lessor and only that is to be constructed as balance FSI. The same can be constructed as and when lessee requests lessor to build the same.
12. It is further agreed between the parties that the lessee alone has the option to purchase the entire premises from lessor and it is only after

0/2008

D.S.J. Franklin
General Manager
Podar Group of School
Pune Region

Shehanaz Cottar
Principal
Podar International School
Chinchwad, Pune-411 033.





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price / consideration agreed by the LESSOR and the said consideration must be as per prevailing market rate at that time.

13. That the lessor assures unto the lessee that the lessee shall have unobstructed enjoyment of the demised premises during the period of the lease.
14. That the lessor hereby undertakes to keep the demises premises in tenantable and habitable condition and if any repairs or maintainance is required, then the lessor shall do the same at his own costs.
15. That the lessee hereby assures unto the lessor that the lessee will take the possession of the schedule mentioned premises from the Lessor on lease for the purpose of running of the school on behalf of Podar Education Trust on lease with effect from as mentioned hereinabove and the said trust will not subject the same to any other purpose than mentioned hereinabove.
16. That the said lease deed is for construction & open land for the 29 (Twenty Nine) years and the lessee alone has the option to vacate the premises, assuming a minimum notice period of 60 months would be given to lessor by lessee, which is the essence of this Deed and which was agreed by the LESSEE hereto.
17. That the lessee hereby assures unto the lessor that the lessee shall pay the lease rent punctually as agreed hereinabove, otherwise in case of default the Lessor has right to terminate these presents with 30 (Thirty) days notice to the LESSEE.
18. That the lessee hereby assures unto the lessor that the lessee shall use the said demised premises except normal wear and tear in a reasonable manner and shall not cause waste or damage to the demises premises and further assures that in the event of any damage and / or loss caused to the demised premises, the lessee shall compensate and indemnify the lessor to that extent.
19. That if the lessee intends to surrender the lease-hold rights before the expiry of the agreed period of lease of Twenty Nine years, then the lessee shall give 60 months's notice in advance to the lessor regarding intention of the lessee to terminate the lease.

11/0/2008

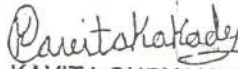
D.S.J. Franklin
General Manager
Podar Group of School
Pune Region

Shehanaz Cottar
Principal
Podar International School
Chinchwad, Pune-411 033.



IN WITNESSTH WHEREOF the parties have put their respective hands
the day and year first hereinabove written.

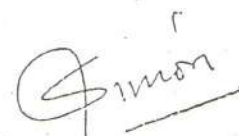
Signed, sealed and delivered
by the within named LESSOR


MRS. KAVITA SURYAKANT KAKADE



MR. SURYAKANT D. KAKADE

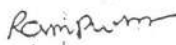
Signed, sealed and delivered
by the within named LESSEE


FOR PODAR EDUCATION TRUST
BY Mr. PAVAN PODAR
& MRS. MAMTA PODAR
THROUGH THEIR POWER OF
ATTORNEY HOLDER
MR. SOLOMON SIMON CHORDEKAR

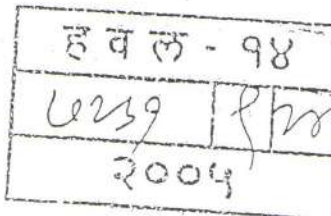

MR. SOLOMON S. CHORDEKAR


WITNESSES :

1) Signature : 
Name : Rajiv Shirode
Address : NDA Col. Bldg, Pune - 21

2) Signature : 
Name : Rameshwar Pavar
Address : ...


D.S.J. Franklin
General Manager
Podar Group of School
Pune Region




Shehanaz Cottar
Principal

Podar International School
Chinchwad, Pune-411 033.



Read: Application dated 15/5/50

From Shri. A. H. Govada

Collectorate, Pune,
Ravagup Urinchi,
NoPR/HA/SR/GUI/50
Pune-411 001.

Date: 15-11-1950

ORDER

204/5/3, 264/10/284/2, 284/5/1

The land comprised in S. No. CTS No. F. P. No.
S. P. No. of Chinchwad Taluka, Haveli, District Pune measuring
Sq. Ft. 1,844/2 Sq. mts. belong to Shri. A. H. Govada and he has
applied that Non-Agricultural permission may be granted to him to use an area measuring
Sq. Ft. 1,844/2 Sq. mts. out of the said land for the Non-Agricultural purpose of Residential.

In exercise of the powers vested in him under Sec. 44 of the Mah. L. R. Code, 1950, the
Additional Collector, Pune is pleased to grant N. A. permission for construction of Residential
building in an area measuring 1,844/2 Sq. mts. out of S. No. 204/5/3, 284/2, 284/5/1
CTS No. F. P. No. S. P. No. of Chinchwad Taluka, Haveli, District Pune in favour of Shri. Anandoo Haribhau Govada.
subject to the following conditions:

1. The grant of permission shall be subject to the provisions of the code and rules made thereunder.
2. That the grantee shall use the land together with the building and/or structure thereon, only for the purpose for which the land is permitted to be used and shall not use it of any part of the land, or building thereon for any other purpose without obtaining the previous written permission to that effect from the collector, Pune. For this purpose the use of a building shall be decided the use of land.
3. That the n. a. use is deemed to have been started from the date of this order.
4. That the grantee shall be liable for taking action under section 45 of the Mah. L. R. Code, 1950 and rules made thereunder, if it is noticed that he has commenced the N. A. use prior to issue of this order.
5. That the grantee shall construct the building strictly in accordance with the plans sanctioned by the P. W. D. and approved under his No. P.P./Chinchwad/19/50 dt. 7/7/50 and not make any additions, or alterations without the previous permission of the Pune Municipal Corporation Authorities.
6. That the grantee shall pay the N. A. in respect of the land at the rate of Rs. 0.47.8. P. per Sq. mt. from the date of commencement of the N. A. use of the land for the purpose for which the permission is granted together with the ~~taxes and cesses~~ taxes and cesses in the event of any, or change in the use of the land, the N. A. shall be liable to be levied at the different rate irrespective of the fact the guarantee period of the N. A. already levied is yet to be fixed.
7. That the N. A. shall be guaranteed for the period ending 31 July 1991, after which it shall be liable to revision at the revised rate, if any.
7. a) That the n. a. Permission is granted subject to the provisions of U. & C. Act 1976.

TRUE COPY
DATE



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D.S.J. Franklin
General Manager
Podar Group of School
Pune Region

Shekanaz Cottar
Principal
Podar International School
Chinchwad, Pune-411 033.



8. That the grantee shall pay the measurement fees within one month from the date of commencement of N. A. use of the land.

9. That the area & N. A. A. mentioned in this order and the sanad shall be liable to be altered in accordance with the actual area found on measuring the land by the Survey Department.

10. That the grantee shall be bound to execute a sanad, in form as provided in Schedule I/II or V appended to the Mah. L. R. (Conversion of use of land and N. A. A.) Rules, 1959, embodying therein all the conditions of this order, within a period of one month, from the date of commencement of the N. A. use of the land.

11. a) C. Tax of Rs. (1,2641.15) and adv. n. u. o. of Rs. (4227.95) only for one year has been credited by the applicant vide challan/Receipt dt. 17/11/90

b) If the grantee contravenes any of the conditions mentioned in this order and those in the sanad, the Collector may with prejudice to any other penalty to which he may be liable under the provisions of the code, continue the said land/plot in the occupation of the applicant on payment of such fine and assessment as he may direct.

c) Notwithstanding anything contained in clause (b) above it shall be lawful for the Collector, to direct the removal or alteration of any building or structure erected or use contrary to the provisions of this grant within a time specified, that behalf by the Collector and on such removal or alterations not being carried out within the specified period, he may cause the same to be carried out and recover the cost of carrying out the same from the grantee as arrears of Land Revenue.

d) The grant of this permission is subject to the provision of any other laws for the time being in force and that may be applicable to the relevant facts of the case e. g. the Bombay Tenancy and Agricultural Lands Act, 1948, V. P. Act, the Municipal Act, etc.



Sd/- (H. R. Dule) 1
Additional Collector, Pune.

to Shri. Anandrabharat Haribhai Wavda,

C/O Shri. S. D. Kakde,

Flat No. 10 Kapika Apartment Karde Road, Pune-38

Copy to the City Survey Officer, Pimpri Chinchwad.

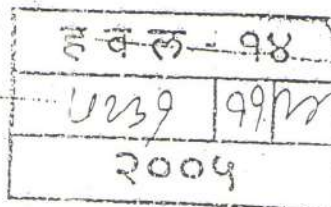
With the said Sanad in one file for

2. He is requested to take steps to keep necessary notes in T. F. IV & V. F. IV, N. A. File Book, to effect the recovery of the N. A. A. and to get a sanad executed. If the occupants pay the measurement fees, they should inform the District Inspector of Land Record accordingly along with the cancelled plan extract from Record of Rights in respect of the land question. If the grantee has commenced the N. A. use before grant of this order they should submit necessary proposal U/s. 45 of the Mah. L. R. Code, 1958.

Copy to the Tahasildar, Haveli

for information and necessary action.

Sd/- (H. R. Dule) 1
for Additional Collector, Pune.



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म.प्र.एलसी/का.१/कस नं. २८०-जी.
नं २८४-जी -७७२ - जो.
अपर जिल्हाधिकारी व सक्षम प्राधिकारी,
पुणे नागरी समूह, पुणे यांचे कार्यालय,
पीएमटी कमिशनर ऑफिस, २ रा मजला
शंकरशेट रोड, तारामंड, पुणे.
दिनांक : ७/०२/२००१.

श्री. अनंत हरी गावडे
रा. गिंववड, ता. चिंचवड, जि. पुणे.

विधरणपत्रधारक,

अंतिम निर्णयाची समजू.

नागरी जमीन (धारणा व नियमन) अधिनियम १९७६ चं कलम ६(१) प्रमाणे आपण दाखल
केलेल्या पत्रकासंबंधी या बाबीत याकडून देण्यात आलेल्या निर्णया विरुद्ध आपण मा. अपर आयुक्त, पुणे
विभाग, पुणे यांचेकडे दाखल केलेल्या अपिलापत्र निर्णयानुसार सदर प्रकरणाची अंतिम सुनावणी होऊन
त्वामध्ये दि. ७-२-२००१ रोजी घ्यालील प्रमाणे निर्णय घेणेत आला आहे.

आदेशांत नमूद केलेल्या कारणास्तव विधरणपत्रधारक न नागरी जमीन (धारणा व नियमन)
कायदा, १९७६ मधील तरतुदीनुसार अतिरिक्त क्षेत्र धारण करीत नाहीत असे घोषित करण्यांत येत आहे.



अपर जिल्हाधिकारी व सक्षम प्राधिकारी
पुणे नागरी समूह, पुणे.



ह व ल - ९४
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२००१

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Chinchwad, Pune-411 033.



In the Court of Shri Ratnakar Marathe, Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune

ULC Case No. 280-G to 284-G + 772-G

Shri Anant Hari Gawade & 5 others,
r/o Chinchwad, Tal. Haveli, Dist. Pune.

Declarants

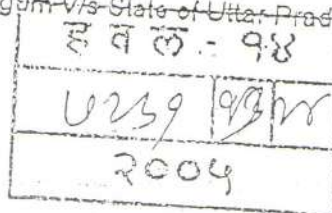
Order u/s 8(4) of the Urban Land
(Ceiling & Regulation) Act, 1976.

(Delivered on this 7th day of February, 2001)

This is a remanded case and the brief history of the case is as follows.

The declarant Shri Anant Hari Gawade and 5 others have had filed a return in ULC Case No. 280-G to 284-G + 772-G. The then Competent Authority, Pune Urban Agglomeration, Pune passed order u/s 8(4) on 18-12-1991 and subsequent corrigendum order dated 16-3-1993, as per Urban Land (Ceiling and Regulation) Act, 1976 (hereinafter to be referred as "the said Act"), and declared the declarants to be surplus holders to the extent of 7907.67 sq.mtrs. The lands involved in appeal were S.No. 163/11A, S.No. 197, Hissa No. 35/10 and S.No. 284, Hissa No. 29/18 situated at village Chinchwad.

Being aggrieved and dissatisfied with the order of Competent Authority, Pune Urban Agglomeration, dated 18-12-1991 and subsequent corrigendum order dated 16-3-1993, the declarants have filed an appeal u/s 33 of the Act, before the Hon'ble Additional Commissioner, Pune Division, Pune, and the Hon. Additional Commissioner, Pune issued an order under its No. ULC/ 1854/99 dated 28-5-1999 through which the appeal of the declarants is partly allowed and the order of the then Competent Authority is set-aside. The case is remanded back to the Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune for taking fresh decision according to law and in the light of authority in Dr. Mohammedi Begum Vs State of Uttar Pradesh and others.



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The notice was issued on 22-1-2001 and the case was fixed for hearing on 31-1-2001. The declarant's Power of Attorney Holder Shri Suryakant Kakada appeared before me and submitted his written say on that date.

The declarant's power of attorney holder has raised the following objections.

It is stated by the declarant's power of attorney holder that there was no Master Plan in force in respect of the suit properties on the date of commencement of the Act. The said lands were in agricultural zone as on the appointed day and he has requested to give benefit of judgement of Hon. Supreme Court of India in case of Smt. Alta Mohammadi Begum V/s State of Uttar Pradesh and others (1993-2-SC-Cases-SCC Page 546) and also requested to cancel the scheme sanctioned u/s 20 of the Act.


I have carefully gone through the record of the case and the argument put forth on behalf of the declarant's Power of attorney holder.

The P.A.H. for the declarant has stated that there was no 'Master Plan' in force in respect of the suit properties on the date of commencement of the Act, i.e. on 17-2-1976. It is seen from the Zone Certificate No. नरमि/WS-227/2001 dated 31-1-2001, Issued by the Town Planner, Pimpri Chinchwad Municipal Corporation that the Development Plan of the Pimpri Chinchwad Municipal Corporation was sanctioned on 17-3-1978 and was implemented w.e.f. 1-5-1978 i.e. much later than the date of the Act, came into existence. The Urban Land Ceiling Act, came into force with effect from 17-2-1976. It is therefore, treated that the use of the suit lands were for the purpose of agriculture on the appointed day. Therefore, the suit lands were not "Vacant Lands" on the day of commencement of the Urban Land Ceiling Act, and hence the provisions of the ULC Act, are not applicable to the suit lands.

Now therefore, the issue to be decided in this case is whether the said lands in respect of which no Master Plan was in operation on the date of the commencement of the Act, would become vacant land.

In the instant case, the said land was not subject matter of any Master Plan prepared under the provisions of the Maharashtra Regional and Town Planning

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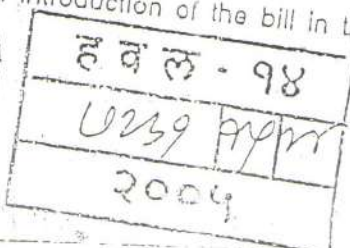
Act, 1966 on the commencement date of Urban Land (Ceiling & Regulation) Act, 1976. This fact is clear from the Zone certificate dated 31/1/2001. Thus, it will be seen that the zoning of properties in question on the date of commencement of the Act, is considered as contemplated u/s 3 of the Act, then the said lands cannot be considered as 'Vacant Land' to be computed towards holding of the declarant. The Pune Regional Development Plan became operational with effect from 15-05-1976 wherein the said lands were included in agriculture and residential zone. Therefore question arises, whether the lands which are not included under any Master Plan on the date of commencement of the Act, would become 'Vacant Land' subsequently by virtue of Master Plan which has become operational after the commencement date.

However, this issue is now settled by the Hon'ble Supreme Court of India in the case of Alta Mohammedi Begum V/s State of Uttar Pradesh and others (1993-2-Supreme Court Cases-SCC Page-546) wherein it has been held that the 'Master Plan' defined u/s 2(h) and referred in definition of Urban Land under Section 2 (o) including explanation (C) thereto, is the 'Master Plan' prepared and in existence at the time of commencement of the Act, when by virtue of Section 3 rights of the holder of the land under the Act, get crystallised and his right to hold any vacant land in excess of the ceiling limit is extinguished. The observations of their Lordships Justice J.S. Varma and Justice N.M. Kasaliwal in para 4 of the judgement dated 15-03-1993 are quoted below:-

"4. Some other provisions of the Act which are material for deciding this question may now be referred. Section 3 enacts that except as otherwise provided in the Act, on and from the commencement of the Act, no person shall be entitled to hold any vacant land in excess of the ceiling limit. Accordingly, the right of the person to hold any vacant land in excess of the ceiling limit ceased on the date of commencement of the Act, even though determination of the excess area had to be made under the machinery provisions, thereafter, in accordance with the prescribed procedure. The area of vacant land in excess of the ceiling limit by the appellant has, therefore, to be determined as on February 1976. When the Act came into force in the State of Uttar Pradesh, Clause (a) of Section 2 defines 'appointed date' as the date of introduction of the bill in the parliament in

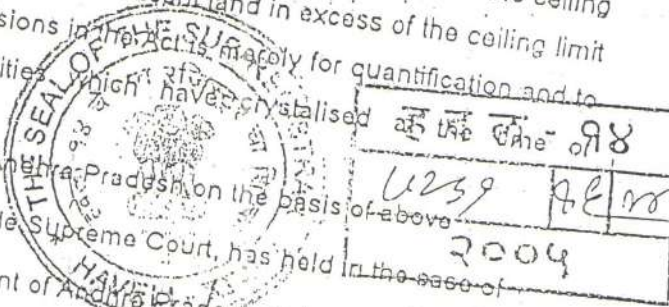

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relation to any State to which this Act applies in the first instance like the State of Uttar Pradesh and that date is January 28, 1976. Section 5 of the Act, provides that any transfer made of vacant land in excess of the ceiling limit at any time during the period commencing on the appointed day and ending with the commencement of this Act shall be ineffective and the land so transferred shall be taken into account in calculating the extent of the vacant land held by such person. This is a further indication for determination of the area of vacant land in excess of the ceiling limit under the Act is to be made with reference to the date of commencement of the Act and the right and liability of the holder of the land for this purpose under the Act, crystallised on the date of commencement of the Act, unaffected by any subsequent event. The scheme of the Act supports the construction that the aforesaid explanation (C) means that if the land has been specified in the Master Plan existing at the time of commencement of the Act for a purpose other than agriculture, then the land shall not be deemed to be mainly used for the purpose of agriculture by virtue of the explanation and not if the land is specified in the Master Plan prepared after the commencement of the Act. The plain language of explanation (C) bears this construction and requires to be so constructed in order to harmonize it with the other provisions and scheme of the Act. Just as the holder of the land cannot by his subsequent actions reduce the area of the vacant land in excess of the ceiling limit, the authorities too cannot by subsequent action increase the area of the excess vacant land by a similar action. The 'Master Plan' defined in Section 2(h) and referred in the definition of 'Urban Land' in Section 2(o) including Explanation (C) therein is obviously a Master Plan prepared and in existence at the time of commencement of the Act when by virtue of Section 3 of the Act rights of the holder of the vacant land under the Act get crystallised and extinguish his right to hold any vacant land in excess of the ceiling limit. The proceedings for determining the vacant land in excess of the ceiling limit according to the machinery provisions in the Act is merely for quantification and to state the rights and liabilities which have crystallised at the time of commencement of the Act.

The Hon'ble High Court of Andhra Pradesh on the basis of above decided ratio laid down by Hon'ble Supreme Court, has held in the case of *Rajji and others V/s Government of Andhra Pradesh and others* (AIR 1994 Andhra Pradesh 306) that a 'Master Plan' existing as on the date of commencement of the Act alone is the criteria and not the Master Plan/s prepared after commencement of the Act, for deciding the holding of the "Vacant Land".



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In the light of the above discussions, it is clear that the lands mentioned below cannot be treated as vacant land and hence does not fall within the purview of provisions of Urban Land (C & R) Act, 1976.

Village	Survey Nos.
1) Chinchwad. Tal. Haveli.	163/11
2) "	197, Hissa No. 35/10.
3) "	284, Hissa No. 29/18.

Therefore in the light of the above discussions and the observations made by the Additional Commissioner, Pune Dvn. Pune, in its order and in exercise of the powers u/s 8(4) of the Act, I pass following order.

ORDER.

The Land bearing S.No. 163/11, S.No. 197, hissa No. 35/10, and S.No. 284, hissa No. 29/18 were not "Vacant Lands" on the date of Commencement of the Act, and does not falls within the ambit of provisions of Urban Land (Ceiling & Regulation) Act, 1976 and the provisions of the Act, are not applicable to them.

7.2.2001

(Ratnakar Marathe)
Additional Collector and
Competent Authority, Pune
Urban Agglomeration, Pune

D.S.J. Franklin
General Manager
Podar Group of School
Pune Region



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