



महाराष्ट्र MAHARASHTRA

ET 120098

अनुक्रमांक क्र. १४४८२ दि. ०८/०९/२०११ रु. १००/-  
 मुद्रांक कोषागार कारणासाठी वापरण्यात आले आहे. मि. विलेपडोड  
 मुद्रांक कोषागार अधिनियम १९५८ चे तरतुदीनुसार  
 मुद्रांक कोषागार मध्ये मि. विलेपडोड  
 संयुक्त पात्र एफ. सी. वॉशिंग्टन  
 हात प्रामाणिक संयुक्त पात्र श्री. जयकिशोर चव्हाण  
 पत्रा HTC

वर्गित कोषागार अधिकारी  
 पुणे  
 2 SEP 2011  
 उप कोषागार अधिकारी  
 कोषागार पुणे करिता

मुद्रांक धारकाची सही  
 कोषागार धारकाची सही  
 श्री. विलेपडोड (मुद्रांक धारक-दस्तावेज लेखनिक)  
 कोषागार नं. १४४८२ दि. ०८/०९/२०११  
 कोषागार नं. १४४८२ दि. ०८/०९/२०११  
 पत्रा नं. १४४८२ दि. ०८/०९/२०११  
 मानदंडात नवीन कोषागार, पुणे नं. १४४८२



LEASE DEED

THIS LEASE DEED is made and executed at Pune on this  
 08<sup>th</sup> day of September 2011.

**BETWEEN**

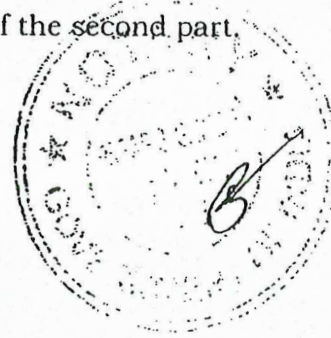
**CITY CORPORATION LIMITED**, (Pan No.AACCC2820K) a company incorporated under the Companies Act, 1956 and having its Registered Office at City Chambers, 917/19A, Fergusson College Road, Pune 411 004, through it's Company Secretary Mrs. Kamaljeet kaur Siddhu, Age- 33 years, Occupation – Service, R/o: Kamal Kripal Cottage, Plot No. C-19, B. U,Bhandari Greens, Dhanorie, Pune- 411 015,

hereinafter referred to as the "OWNER/LESSOR " which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns **of the First Part;**

**AND**

**AMANORA KNOWLEDGE FOUNDATION**, (Pan No.AABAA5645B) a company incorporated under the Companies Act, 1956 and having its Registered Office at City Chambers, 917/19A, Fergusson College Road, Pune 411 004, through it's Director **MR. ANIRUDDHA PRADYUMN DESHPANDE**, Age:- 50. Years, Occ:- Business, R/at:- D – 301, 1 Modibaug, Ganeshkhind Road, Pune:- 411016

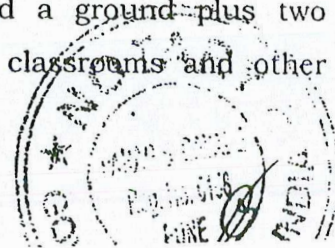
Hereinafter called and referred to as the LESSEE (which expression shall unless repugnant to the context or meaning thereof mean and include its successors, assignees etc.) of the second part.





**W H E R E A S:**

- A) The Owner/Lessor is a company registered under the Companies Act, 1956 and having an experience and expertise to acquire, to develop the lands in and around city of Pune;
- B) The State of Maharashtra pursuant to its Notification bearing No. TPS -1804/Pune R. P. DCR/UD -13 dated 16<sup>th</sup> November, 2005, relating to the Development of Special Townships in the Pune Region was pleased to notify land admeasuring in the aggregate about 421 Acres and 21.31 Ares at village Sadesataranali, Hadapsar and Mundhwa, Taluka Haveli, District Pune, as a Special Township Project in the name of the Owner/Lessor herein by its Notification bearing No. TPS-1805/2020/CR-36/2006/UD-13 dated 8<sup>th</sup> March, 2006. Thereafter the State of Maharashtra was pleased to issue such further guidelines and notifications thereby adding various lands as Township Lands from time to time more particularly described in the Schedule I;
- C) The Owner/Lessor accordingly has obtained from the Hon'ble Collector, Pune the approval of the Third Master Lay-Out Plan in respect of the said 325 Acres of Land under Ref. No. PMH/KV/1081/07 dated 03/06/2008.
- D) The Owner/Lessor has decided to develop out of the Township Lands, an aggregate portion admeasuring about 9456 Sq. Mtr. from and out of the land more particularly described in Schedule I, which has been allotted the Sector No. "AS-3" by the Hon'ble Collector, Pune, while sanctioning the Lay-out.
- E) The Owner/Lessor is the sole and absolute owner and well and sufficiently seized and possessed of and otherwise duly entitled to the lands admeasuring in aggregate about 9456 sq. mtr. bearing sector No. AS-3
- F) The Owner/Lessor have constructed a ground plus two storey structure having number of classrooms and other



utility services initially admeasuring about 3400 sq. mtrs. built up at the said Sector AS-3 land hereinafter referred as the "said Property" which is more particularly described in the schedule II written hereunder, situated at village Sadesataranali, Hadapsar Taluka-Haveli, District Pune on which the Owner/Lessor has constructed a building for the school purpose;

- G) The Lessee is having substantial experience and expertise in establishing and running the educational institute for tendering the primary/secondary/higher secondary education to the students, to conduct, undertake and participate in national and international exhibitions and seminars, to print, publish and distribute educational stationery, periodicals, leaflets, magazines, journals.;
- H) The Lessee approached to the Owner/Lessor and shown their willingness to run, operate and manage such educational institute for the primary/secondary/higher secondary school over the said Property and that the Owner/Lessor accepted the said proposal on the following terms and conditions and agreed to grant a perpetual lease for a period of 30 years the purpose of running the educational institute for the primary/secondary/higher secondary education on the following terms and conditions mentioned hereunder;

**NOW THIS DEED OF LEASE WITNESSETH AS UNDER:**

- I. In consideration of the premium and the rent hereby reserved and of the terms and conditions, covenants and agreements herein contained and on the part of the Lessee to be observed and performed, the Owner/Lessor doth hereby demise unto the Lessee the said Property more particularly described in the Schedule II hereunder written, to hold the said Property unto the Lessee (and its trustees, executors, administrators and assigns) for a term of 30 years



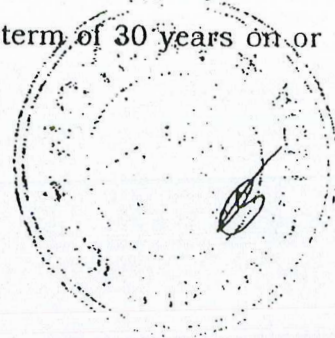
commencing from the execution of these presents, subject to yielding and paying therefore during the said term the yearly ground rent of Re. 1/- free and clear of all deductions and strictly in advance on or before the 5th day of each and every English calendar year, the first of such yearly ground rent has been paid upon execution of these presents and the subsequent rent to be paid on or before the 5th day of every succeeding English year, regularly.

**II. LESSEE'S OBLIGATIONS:**

The Lessee hereby for themselves, their executors, administrators and assigns and to the intent that the obligations herein contained shall continue throughout the term hereby created covenants with the Lessor as follows:

**1) GRANT OF LEASE/RENEWAL:**

The Owner/Lessor hereby demise unto the Lessee the said Property more particularly described in the Schedule II written hereunder TOGETHER WITH the right and benefit to use common areas and facilities meant for the occupants of the AMANORA PARK TOWN, subject to the restricted common areas, for a period of 30 years with a right of renewal after every 30 years commenced on 01/06/2010 for the premium hereunder fixed in the subsequent clause hereunder written and at the yearly rent of Rupee 1/- (Rupee One only) which has been paid in advance by the Lessee for the term of 30 years i.e. Rs. 30/- upon the execution of these presents. The Owner/ Lessor hereby expressly agrees and declares that, subject to the Lessee having paid all amounts and monies payable in terms hereof and the Lessee having also complied with the conditions and covenants on its part to be observed and performed as hereinafter contained, the Owner/ Lessor shall, at the sole and absolute option of the Lessee, renew the lease for a further term of 30 years on or



before the expiry of each term of 30 years on the same terms and conditions as herein contained.

In the event the parties decides to renew the terms hereof, the Parties hereto shall execute fresh Lease Deed based on mutually agreed terms and conditions at the sole discretion of the Lessor.

**2) PAYMENT OF PREMIUM:**

The Lessee shall be under obligation to pay premium every year on or before 31st Day of the month of May as per English Calendar, for the preceding year as has been more particularly mentioned hereunder:

**a) First year -**

- i) Rs. 20 Lac paid for the first academic Year i.e. 01/06/2010 to 31/05/2011.
- ii) In addition to aforesaid sum mentioned at (i) above, the Lessee has also paid 5% of the revenue as have been collected by the Lessee by way of academic fees plus non academic fees plus any profit on sales of books, uniforms etc. during the said first year.

**b) Second year -**

- i) Rs. 20 Lac payable on or before 31/05/2012 for the second Year.
- ii) In addition to aforesaid sum mentioned at (i) above, the Lessee has also paid 7.5% of the revenue as have been collected by the Lessee by way of academic fees plus non academic fees plus any profit on sales of books, uniforms etc. during the said second year.

**c) Third year -**

- i) Rs. 40 Lac payable on or before 31/05/2013 for the third Year.



- ii) In addition to aforesaid sum mentioned at (i) above, the Lessee has also paid 12.5% of the revenue as have been collected by the Lessee by way of academic fees plus non academic fees plus any profit on sales of books, uniforms etc. during the said third year.

**d) Fourth year -**

- i) Rs. 40 Lac payable on or before 31/05/2014 for the fourth Year.
- ii) In addition to aforesaid sum mentioned at (i) above, the Lessee has also paid 12.5% of the revenue as have been collected by the Lessee by way of academic fees plus non academic fees plus any profit on sales of books, uniforms etc. during the said fourth year.

**e) Fifth year -**

- i) Rs. 60 Lac payable on or before 31/05/2015 for the fifth Year.
- ii) In addition to aforesaid sum mentioned at (i) above, the Lessee has also paid 20% of the revenue as have been collected by the Lessee by way of academic fees plus non academic fees plus any profit on sales of books, uniforms etc. during the said fifth year.

**f) Sixth year -**

- i) Rs. 60 Lac payable on or before 31/05/2016 for the sixth Year.
- ii) In addition to aforesaid sum mentioned at (i) above, the Lessee has also paid 20% of the revenue as have been collected by the Lessee by way of academic fees plus non academic fees plus any profit on sales of books, uniforms etc. during the said sixth year.



**g) Seventh to Tenth Year -**

- i) Rs. 80 Lac payable for the seventh to tenth Year i.e. from 2017- 2020.
- ii) In addition to aforesaid sum mentioned at (i) above, the Lessee has also paid 20% of the revenue as have been collected by the Lessee by way of academic fees plus non academic fees plus any profit on sales of books, uniforms etc. during the seventh to tenth year.

**h) Eleventh to Fifteenth Year -**

- i) Rs. 100 Lac payable for Eleventh to Fifteenth Year i.e. from 2021- 2025.
- ii) In addition to aforesaid sum mentioned at (i) above, the Lessee has also paid 20% of the revenue as have been collected by the Lessee by way of academic fees plus non academic fees plus any profit on sales of books, uniforms etc. during the Eleventh to Fifteenth year.

**j) Sixteenth to Thirtieth Year -**

Payable for Sixteenth to Thirtieth Year i.e. from 2026- 2040 as shall be mutually decided by and between the parties.

**3) TITLE DOCUMENTS & TITLE CERTIFICATE:**

- a) The Owner/Lessor has already offered inspection to the Lessee of the documents of title including Mutation Entries, 7/12 Extracts, various statutory permissions etc. in its possession for the Lessee to satisfy itself about the clear and marketable title of the Owner/Lessor to the said Property more particularly described in the Schedule II hereto;



- b) The Lessee has thus prior to the execution of these presents, satisfied itself about the title of the Owner/Lessor to the and the said Property and the Lessee shall not be entitled to further investigate or dispute the title of the Owner/Lessor in any manner or to raise any requisition or objection whatsoever in respect of any matter relating thereto.

**4) RIGHT TO LEASE:**

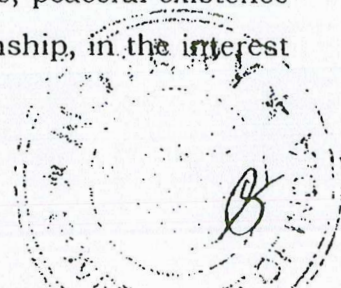
As recited above, the Owner/Lessor has all the right for granting the lease of the said Property.

**5) APPONITMENT OF ADMINISTRATORS, CONSULTANTS, INSTITUTES, PROFESSIONALS ETC.:**

The Lessee shall be entitled to appoint administrators, consultants, institutes, professionals etc. so as to effectively run the educational institutions at the said property on whatever terms and conditions without affecting the rights of the Owner/Lessor as well as without committing breach of the terms and conditions agreed upon herein. The Lessee shall be entitled to enter into requisite agreements, contracts etc. so as to effectively run such educational institutions at the said property. However, in the event there being any dispute, claim etc. between such administrators, consultants, institutes, professionals etc. the same shall be to the cost of the Lessee alone.

**6) MAINTENANCE / MANAGEMENT & SERVICES:**

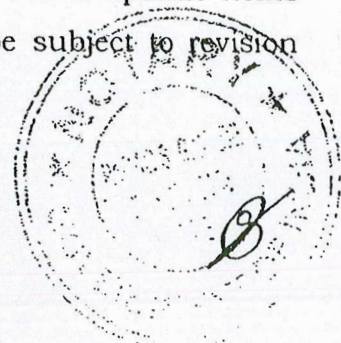
- a) The Lessee acknowledges the need and necessity of the Owner/Lessor having the overall control of the Township including maintenance and management of all common areas, facilities, amenities and services to maintain, manage pristine ambience, peaceful existence and orderly atmosphere of the Township, in the interest





of the Lessee as envisaged by the Owner/Lessor and that the Owner/Lessor may by itself or through a Maintenance Company undertake the maintenance of the common amenities and facilities as also general management and supervision of the Township through a Service Company. The Lessee agrees not to object at any time to any Maintenance and Service Companies appointed for the maintenance, management, supervision and services as aforesaid. If appointed, the said Companies shall vest with the responsibility of looking after the Maintenance and Services in the Township or any part(s) or portion(s) thereof and, correspondingly shall be empowered to frame rules, to charge, receive and collect the contribution as determined as aforesaid from each Lessee. The contribution of each Lessee towards the cost of Maintenance Services shall be determined by the Owner/Lessor in consultation with such Companies from time to time.

- b) The Lessee agrees and undertakes that as and when demanded by the Owner/Lessor as thought fit by the Owner/Lessor at its discretion it shall sign the Maintenance Agreement and Service Agreement with the Maintenance/Service Companies concerned which may include Subsidiaries/ Entities/Firms promoted and/or controlled and/or managed by the Owner/Lessor;
- c) It is clarified that depending on the common maintenance, management and service items, the Lessee will be required to pay proportionately or on a reasonable basis the charges on actual plus 10 % charges, inter alia, to take care of the overheads and fees. Charges and fees for any special or specific items shall be extra. All charges shall be subject to revision



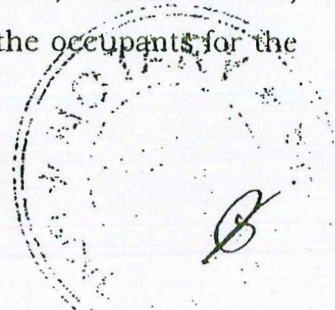


depending on the costs, expenses and general inflation at the relevant time. The Lessee undertakes to pay requisite maintenance, management and service charges, fees, duties, subscriptions, deposits, service tax, contributions, renewals, other taxes etc. towards maintenance, management and serving the amenities, facilities and services under such agreements;

- d) In the event of the Lessee committing default in payment of the said charges, the same shall amount to committing breach of the terms and conditions of the Maintenance / Service Agreement as shall be brought into existence between the parties in respect of the said Property. In that event, the Owner/Lessor/ the Maintenance and/or Service Company/Agencies concerned shall have an absolute right to discontinue the supplies and services after a prior notice of seven days and shall have the right to recover the unpaid dues.
- e) The Lessee shall sign and execute Agreement with the Maintenance and Service Company for the purpose of maintenance of the common and specific amenities and for rendering services, such agreements shall contain the list of the amenities to be maintained and the services to be rendered and the Maintenance and Services Charges including but not limited to fees, subscription, contributions, renewals etc. depending on the maintenance and the services to be made available by the Maintenance Company and the Service Company respectively;

**7) LESSEE'S UNDERTAKINGS & OBLIGATIONS:**

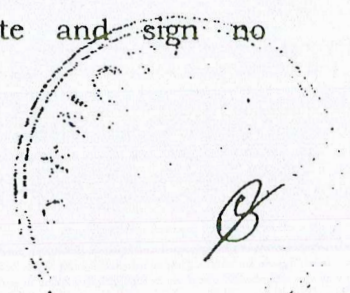
The Lessee so as to bind its executors, administrators, successors and permitted assigns and the occupants for the





time being in use and occupation of the said Property undertakes and covenants with the Owner/Lessor and the Maintenance Company and the Service Company that the Lessee and the persons/parties claiming through the Lessee and/or the Occupants of the said Property for the time being shall observe and discharge, carry out and comply with the following:-

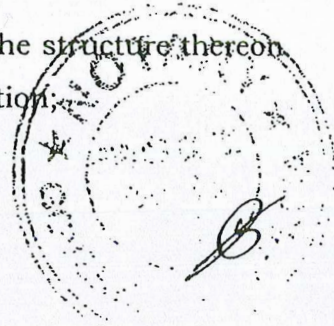
- a) To use the said Property and/or permit or cause the same to be used for the purpose of running the educational institute for the primary/secondary/higher secondary education use only and for no other purpose(s) or use(s) even though any such other purpose(s) or use(s) may be permitted under any law or regulation for the purposes other than running the educational institute for the primary/secondary/higher secondary education, the agreed intent and agreement being that the said Property shall be always a purely an educational institution only; The Lessee shall use the said Property only for the purpose of running educational institute. The Lessee shall not amend the nature of said purpose during the Lease Period as has been and/or shall be mutually agreeable to both the Parties. The Lessee shall obtain all the requisite statutory approvals and permissions from all concerned authorities prior to commencement of educational institute from the said property.
- b) It shall be the responsibility of the Lessee, to obtain all licenses and permissions required for running of educational institute at its own cost and expense, and to comply with all laws and regulations relating thereto and shall during the Lease period keep the same also at its own cost and expenses in full force and effect. The Owner/Lessor agrees to co-operate and sign no





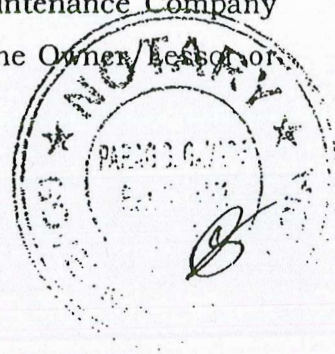
objections, applications, deeds and other writings as may reasonably be required by the Lessee and in the manner permitted in law. The Lessee further agrees and undertakes to provide copies of all such licenses / permissions to the Owner/Lessor as may be reasonably required by them without any demur.

- c) The Lessee shall be wholly responsible for any act or disobedience of the Educational Institution appointed by the Lessee.
- d) The Lessee shall operate and maintain the pre-primary, primary and high school at their cost and risk, the Lessor shall not be liable to contribute for the same. All and any damages, claims etc. that may be caused to the Pre-primary, Primary and High School including the furniture, fixtures etc. therein shall be entirely to the account of the Lessee, at all times.
- e) Not to enter into commune, co-operate, groups or similar type living arrangement anywhere in the Township;
- f) To use the Garage / Parking Space for parking motor car/motor cycle/scooter only as allowed by the Owner/Lessor and no other purpose whatsoever;
- g) To use the common areas and facilities in accordance with the purpose for which they are intended and/or allowed to be used by the Owner/Lessor without hindrance or encroaching upon the rights and benefits of the other Lessee/occupants of the Township;
- h) To maintain the said Property and the structure thereon in good tenantable repair and condition;





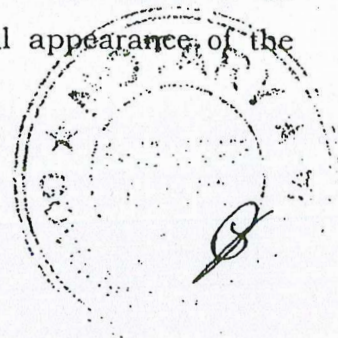
- i) Not to change or alter or make any addition or alteration in the structure or to any part thereof beyond the rules and regulations of the concerned local authority, including the said Property or any part thereof;
- j) Not to store at the said Property and the structure thereon any goods which are of hazardous, combustible, offensive, or dangerous nature or are of such other type or nature as to damage the construction or structure or storing of which goods is objected to by the Local or other Authority concerned;
- k) Not to bring or cause to be brought any heavy motor vehicles/heavy transportation beyond the designated hubs/limits save and except for the limited purpose of transporting furniture, fixtures and other household items and after taking prior permission of the Lessor or the Maintenance or the Service Company.
- l) Not to do or suffer to be done anything in or at the said Property or any part thereof which may be forbidden by and/or in violation or breach of any laws rules, regulations and bye-laws of the local authority or other public or authority concerned. In the event of the Lessee committing any act in contravention of the above provision, the Lessee alone shall be responsible and liable for the consequences thereof and to the concerned local authority and/or other public authority and also to the Owner/Lessor and/or Maintenance Company and/or the Service Company;
- m) Not to do or omit or suffer to be done, at any time, in, on or about the said Property, anything in respect of which the Owner/Lessor or the Maintenance Company or the Service Company incurs or the Owner/Lessor or





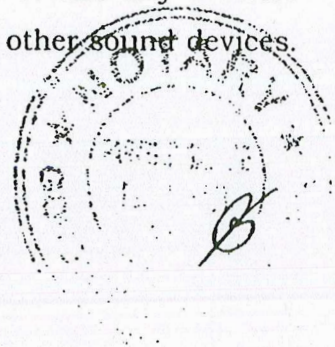
the Maintenance or the Service Company is imposed upon or becomes liable to pay any fines, penalty, damage, compensation, expenses or any amount to any person or persons or the concerned authorities and to reimburse to the Lessor or the Maintenance Company and the Service Company without any delay, default and demur any penalty and/or fine, expense or any other amount aforesaid;

- n) Not to do or suffer to be done act or thing in or to any part of the Township which may cause any hindrance or obstacle in use and enjoyment by the other Lessee/occupants in the Township and/or which may cause any nuisance or annoyance to them;
- o) To forthwith remove or stop any obstruction, objection, nuisance etc., created or caused by the Lessee and its occupants as required by the Owner/Lessor, and/or by the other occupants suffering inconvenience on account of such cause;
- p) Not to interfere with the established drainage pattern in the Township;
- q) Not to use fresh water for any purpose other than for drinking use;
- r) Not to place any tent, shack or other temporary structure in the common areas and facilities or upon any part of the Township;
- s) Not to put out, display or exhibit or store any materials in the balconies or the attached terrace so as to be unsightly and disturb the external appearance of the Township or otherwise;





- t) Not to do or to permit to be done any act or thing which may render void or voidable any insurance of the Township or any part of it or the said Property or cause any increased premium to be payable in respect thereof. However, it is clarified that this does not cast any obligation upon the Owner/Lessor to insure the Township or any part thereof including the said Property;
- u) Not to fell, cut down, destroy, imperil, damage, injure or replace any trees, shrubs, plants unless permitted to do so by the Lessor or the Maintenance or the Service Company;
- v) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Property or otherwise in the compound of the said Property or any portion of the Land or the Township and to bear and pay the charges for any such act as may be stipulated / demanded by the Owner/Lessor and/or the Maintenance and/or the Service Company concerned to keep the area neat and clean;
- w) Not to place any kind of rubbish or debris or allow the same to be accumulated upon any part of the Township or the surrounding area and no odours shall be permitted to arise there from so as to render any property or portion thereof unsanitary, unsightly, unhygienic, offensive or detrimental to any other property or its occupants;
- x) Not to permit any noise or other nuisance so as to be offensive or detrimental to other occupant/s of the Township and not to locate, place or use any exterior speakers, horns, whistles, bells, or other sound devices.





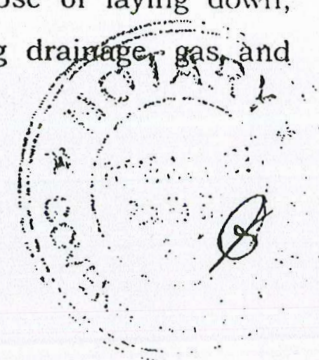
However, security devices used exclusively for security purposes may be allowed with the prior written approval of the Maintenance or the Service Company;

- y) Not to affix or display or permit to be affixed or displayed at the said Property and/at the Township any painted or illuminated signboards, sky-signs, neon signs or advertisements or otherwise. However, the Lessee shall be permitted to install the name plate of the size and other specifications as designated by the Lessor or the Maintenance / Service Company outside on the main gate of the said Property;
- z) Not to install television antennas, radio transmitting and receiving antennas or satellite dishes but only at the places provided for without disturbing the external appearance of the structure at the said Property and as may be required by the Maintenance/Service Company with prior approval of Owner/Lessor;
- aa) To pay to the Owner/Lessor and/or the Maintenance/ Management Company within 7 (Seven) days of demand, its share of security and other deposits paid and to be paid to the Government, the Collector, the Gram Panchayat or any other Local Authority or Body or Service Provider for giving water, electricity, telecommunication or any other service or utility connections to the said Property;
- bb) To pay all charges for consumption/usage of electricity, water, telephone, telecommunications and other utilities and services at actual or as per the separate meters, sub-meters installed by the Owner/Lessor or the Maintenance/ Services Company or as per the charges that may be intimated by the Owner/Lessor or the



Maintenance/Services Companies or their nominees from time to time;

- cc)** Not to sub-lease, transfer, assign or part with the possession of the said Property;
- dd)** To observe and perform all the obligations under the rules and regulations which the Owner/Lessor /the Maintenance /Management Service Companies may frame or may adopt and in force from time to time for protection and maintenance of the Township and the Property therein, and shall be responsible for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being and from time to time in force;
- ee)** To observe and perform all the stipulations and conditions laid down by the Owner/Lessor and/or the Maintenance/Management Service Companies regarding the occupation and use of the Property and shall pay and contribute regularly and punctually towards the expenses or other outgoings in accordance with the terms of this Deed;
- ff)** To permit the Owner/Lessor and/or the Maintenance/Service Companies, their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Property or any part thereof for the purpose of repairing, maintaining, rebuilding, cleaning and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, party structures and other conveniences belonging or serving or used for the Township and also for the purpose of laying down, maintaining, repairing and testing drainage, gas, and





water pipes and electric wires and for similar purposes connected with, inter alia, the development of the said Sectors by the Owner/Lessor as also to view and examine the state and condition of the said Property and the Lessee shall make good the repairs, if any, required by the Owner/Lessor and/or Maintenance/Service Company /Companies within 15 (fifteen) days of the giving of such notice to the Lessee;

**gg)** To observe and perform all the terms and conditions and covenants to be observed and performed by the Lessee as set out in this Deed;

**hh)** The Lessee shall not interfere or object to the construction of neighboring buildings, premises etc. constructed and to be constructed by the Lessor in accordance with the sanctioned plans on any lands including but not limited to obstruction of outside view, light, air, ventilation, noise pollution on account of any construction etc. or any rights whatsoever;

**ii)** The Lessee shall not object to the Lessor/Owner having secured / obtained requisite finance for causing the development and construction at the Township and to develop other infrastructure from the banks/financial institutions etc. and for the said purpose to create mortgage/charge on the said Property and the Units/Towers being constructed thereon except the demised Property.

**jj)** The Lessee shall be responsible for the safety and security of all the equipments, machinery, goods, materials and the school/educational properties including the said Property and the school/educational institution. The Lessee shall alone be responsible or



liable for any loss, theft, damage or destruction of the said Property or of any other person thereupon or therein or for any other damage suffered by the Lessee or its members, agents, teachers, students, employees, servants, visitors, invitees and other person entering the school Property including the said Property and the School Building from any cause or mishap whatsoever.

**kk)** The Lessee shall use the said Property only for the running the educational institute for the primary/secondary/higher secondary education and not for any other purpose. The Lessee shall be under obligation to give the residents of 'Amanora Park Township' first priority and preference for admission in the school or educational institution provided the required norms laid down by the School are fulfilled. It is hereby clarified that the Lessor has developed the said property for a Pre-primary, primary and High School specifically for the benefit of the residents of 'Amanora Park Township'.

**8) PAYMENT OF PROPERTY TAX AND OTHER TAXES:**

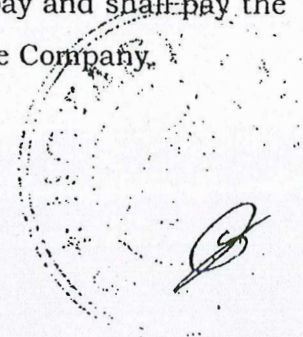
In addition to the amounts of Rent and other charges the Lessee undertakes to pay and shall pay all the rates, taxes, cesses, assessments, levies dues, duties, imposts of every kind payable by a landlord, tenant or occupant of the said Property and structure as shall be constructed thereat as shall be payable proportionately or on any other reasonable basis required to be paid by the Lessee to the Union of India, the State of Maharashtra, the Collector, the Gram Panchayat or any other Local Authority or Public Body relating to the said Property on which the said structure shall be constructed and also maintenance charges, service charges, fees, duties, subscriptions, deposits, contributions, renewals, electricity and water charges etc. and also service tax and



any such taxes (if payable) and payable to the Owner/Lessor and the Maintenance Company and the Service Company, as the case may be, as and when the same become due and payable. The Lessee hereby irrevocably consents and authorizes the Owner/Lessor and the Maintenance Company and the Service Company to represent it in all matters regarding property tax assessment as well as reassessment before the concerned local authority or body and all other outside bodies providing any services and facilities and that the decisions taken by the Owner/Lessor and/or the Maintenance Company and/or the Management/ Service Company in that regard shall be binding on the Lessee. The Lessee agrees and admits that if the Owner/Lessor or the Maintenance Company or the Service Company represents all Lessees in respect of all matters before any government, collector or any other authority or body, it would be in the interest of all concerned since the Owner/Lessor or the Maintenance Company or the Service Company would be putting forthwith their case for the benefit of the Lessee to the extent possible. In addition there would be uniform decisions applicable to all concerned.

**9) INSURANCE:**

- a) The Lessee shall insure the said Property and the structure against all available insurance risks for an amount equal to the market/replacement value of the structure including the said Property and shall pay every insurance premium regularly.
- b) The Lessee shall be responsible to pay and shall pay the insurance premium to the Insurance Company.





**10) ELECTRICITY SUPPLY:**

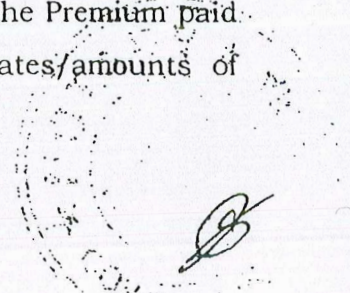
- a) The Owner/Lessor shall arrange for the electricity connections to the said Property;
- b) The Owner/Lessor shall not be responsible in case of non-availability of electricity by the electricity supply provider;

**11) WATER SUPPLY:**

- a) The Owner/Lessor shall be responsible for adequate arrangements for the supply of potable water.
- b) While the Owner/Lessor shall make all possible efforts to ensure that there is continuous supply of water, except for reasons beyond its control.

**12) POSSESSION OF THE SAID PROPERTY:**

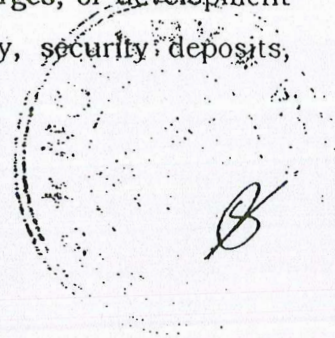
- a) The Owner/Lessor has handed over the possession of the said Property to the Lessee and that the Lessee has received vacant and peaceful possession of the said Property;
- b) Within a week of the receipt of the notice by the Owner/Lessor to the Lessee, the Lessee shall be liable to pay to the Owner/Lessor the Common Township Infrastructure cost, maintenance of Infrastructure for each year, in advance as per statutory requirement at the rate as and when shall be fixed in future.
- c) The payments mentioned herein are subject to variation applicable and are to be borne and paid by the Lessee alone and the same are in addition to the Premium paid by the Lessee. However, the said rates/amounts of





maintenance shall be increased correspondingly in the event there being any increase in the Consumer Price Index as shall be published by the Reserve Bank of India hereinafter, from time to time.

- d) The aforesaid diverse payments shall not carry any interest. In case there shall be any increase in respect of any of the payments aforesaid, the Lessee shall forthwith on demand pay to the Owner/Lessor such additional amount;
- e) The money paid as above shall be used by the Owner/Lessor or the Maintenance Company or the Service Company (exclusive of their overheads and fees) for above mentioned purposes;
- f) The Lessee shall on demand deposit with the Owner/Lessor or the Maintenance Company or the Service Company as the case may be, its proportionate share towards any other deposit(s) and charges to be paid by the Owner/Lessor to the Collector, the Pune Municipal Corporation, the Gram Panchayat, or any local authority or body concerned or utility provider or otherwise;
- g) The Lessee hereby agrees that in the event of any additional amount becoming payable by way of levy or premium or otherwise or increase in the existing charges/ taxes/ fees/ levies by whatever name called to the Central and/or the State Government, the Collector, the Pune Municipal Corporation, the Gram Panchayat or any other concerned authority/ authorities or body/bodies or otherwise, or any amount becoming payable, by way of betterment charges, or development tax, levies, or any other tax, levy, security deposits,





penalties, cess (fire or otherwise) payment or imposition whatsoever and by whatever name called (including but without any limitation, any amounts for the grant of any permission, NOC, license, connection or installation of any services or conveniences, or any payments of similar nature) payable and/or paid by the Owner/Lessor in respect of the said Property or any service or other tax, under the Maharashtra Sales Tax on the Transfer of Property in Goods involved in the execution of Works Contract Act( Re-enacted Act) 1989 or the Income Tax Act or any other laws, rules or regulations, the same be borne and paid by the Lessee to the Owner/Lessor, the Maintenance Company or the Service Company concerned in the proportion to the area of the said Property as the Owner/Lessor may decide. The proportionate amounts as determined by the Owner/Lessor, shall be final, conclusive and binding on all the Lessee including the Lessee. The Owner/Lessor shall not be liable to render any account in this behalf.

**13) LAND, BUILDINGS AND OTHER UNITS:**

- a) The Owner/Lessor alone shall continue to be the Owner/Lessor of all the lands and buildings, property, including but not limited to open spaces, parking spaces, lobbies, staircases, terraces, playgrounds, amenities and facilities. The same shall be the property of the Owner/Lessor. The Owner/Lessor shall always be entitled to at its discretion develop other lands and dispose of the constructed and open areas and also to declare areas or facilities aforesaid as restricted, common, limited or reserved and cause changes therein or allot any of the same to any person/s for such premium and on such terms as the Owner/Lessor may deem fit for which the Lessee hereby irrevocably



consents and agrees not to object without prejudicially affecting the rights of the Lessee.

- b) The Owner/Lessor has in addition reserved unto itself and its successors-in-interest and assigns at all times hereafter in respect of the said Property and all the other Township Lands, the right of passage, laying of cables, telephone cables, gas pipes, electrical cables and running of water and soil from the adjoining and neighboring properties of land and to lay sewer drain pipes and channels in or under the said Property and to make the connection with such cables, pipes, sewer drain pipes and channels or any of them for the purpose of exercising the said right of running of water and soil and other rights hereinabove reserved. The Lessee shall be bound to extend requisite co-operation to the Owner/Lessor or the Maintenance Company or the Service Company to enable to carry out any such works aforesaid.

#### **14) TERMINATION:**

- a) The following constitutes Event of Default by the Lessee leading to termination of this deed:
  - i) If and whenever during the Term of the Lease, the Lessee fails to pay the premium mentioned hereinabove in terms of this deed.
  - ii) If the Lessee fails to run School or educational institution before from and during the Lease Period.
- b) If and whenever during the term of the Lease any premium, rent or other charges remains unpaid for 30 (Thirty) days after they become due for payment, despite receipt of demand notice by the Owner/Lessor to the Lessee and/or commit breach of any of the conditions of



the Lease, in such event of commission of any of the aforementioned defaults by the Lessee, the Owner/Lessor shall serve a notice of duration of 6 months calling upon the Lessee to remedy the breach. The Owner/Lessor shall be entitled to terminate the agreement if the Lessee fails to rectify the breach within the period mentioned in the notice.

**15) TRANSFER BY OWNER/LESSOR:**

The Owner/Lessor shall have absolute right to transfer, sell, assign, convey etc. all and every rights in respect of the said Property without any consent from or any reference to the Lessee herein, but without in any manner adversely affecting or prejudicing the rights and benefits hereby granted to the Lessee. However, the terms and conditions on the part of the Owner/Lessor as agreed herein shall be binding on such transferee or purchaser, as the case may be.

**16) BUILT UP AREA:**

- a) In the event of F.S.I. in respect of the said property or any part thereof being increased as a result of any favorable relaxation of the relevant local authority and/or other building regulations or otherwise from time to time or at any time hereafter the Owner/Lessor shall alone be entitled to the benefit of the additional F.S.I. for the purpose of development and/or additions to the built up areas or any other Township land as may be permissible. The additional blocks/areas/floor that may be constructed by the Owner/Lessor other than over the said property on account of any increase of the F.S.I. as aforesaid or otherwise or on the Owner/Lessor obtaining additional F.S.I. on account of the Transfer of Development Rights (TDR) as may be available to the



**III. OWNER/LESSOR'S OBLIGATIONS:**

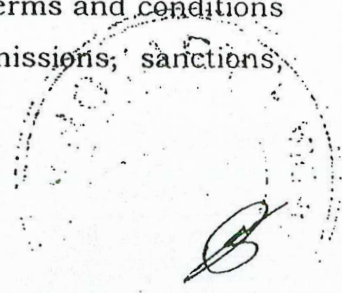
**1. The Owner/Lessor doth hereby covenant with the Lessee as follows:**

- i. To fully and truly disclose all encumbrances including any third party right, title, interest or claim in respect of the said Property;
- ii. To comply with all the terms and conditions of such sanctions, permissions, approvals and NOCs, existing and future, and to keep them valid and subsisting at all material times. There are presently no such terms and conditions which cannot be complied with or fulfilled by the Owner/Lessor or which are unusually onerous;
- iii. To observe, perform and comply with all the terms, conditions, stipulations, restrictions, if any, which have been / may be imposed by the State Government, the Collector or any concerned Local Authority or Body as regards the development of the Township and construction of the Building.

**IV. THE OWNER/LESSOR AND LESSEE HEREBY UNDERTAKE AND DECLARE THAT:**

**1. NATURAL CALAMITY:**

In the event there being any Natural Calamity viz., earth quake, floods, commotion, war, act of God etc. on account of which the structure as shall be constructed at the said Property, wholly or partly, is damaged and/or destroyed, the Lessee shall have an option to reconstruct the same at it's own costs, subject to observing all the terms and conditions of the Lease as well as various permissions, sanctions,

A circular stamp, likely an official seal, is partially visible. Overlaid on it is a handwritten signature in dark ink.



granted by the State Government, the Collector and various other Authorities in that behalf.

**2. CORRESPONDENCE:**

All letters, circulars, receipts and/or notices to be served on the Lessee under this Deed and dispatched by the Owner/Lessor Under Certificate of Posting and/or Registered Post A.D. and/or by Courier or by email to the following address of the Lessee shall be a sufficient proof of the receipt of the same by the Lessee and shall completely and effectually discharge the Owner/Lessor. For this purpose, the Lessee has given its following address:

Chief Operating Officer

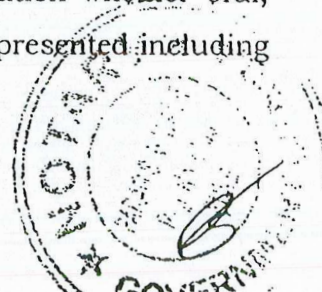
AMANORA KNOWLEDGE FOUNDATION,

City Chambers, 917/19A, Ferguson College Road,  
Pune - 411 004

In case of any change of the aforesaid address, the Lessee shall forthwith intimate the new address to the Owner/Lessor.

**3. WHOLE AGREEMENT:**

This Deed (including this clause) contains the whole agreement between the parties in respect of the subject matter of this Deed and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by both the parties. This Deed constitutes the entire agreement between the parties and there are no promises or representations, oral or written, express or implied other than those contained in this Deed. The Lessee hereby expressly admits, acknowledges and confirms that no terms, conditions, particulars or information whether oral, written or otherwise given or made or represented including





those contained/given in any advertisement or brochure by the Owner/Lessor and/or its agents to the Lessee and/or its/their agents other than such terms, conditions and provisions as are contained or incorporated in this Deed shall be deemed to form part of this Deed and the terms and conditions herein contained and read and understood by the Lessee prior to the execution hereof alone shall be considered as having induced the Lessee to enter into the Agreement.

**4. INTERPRETATION AND CONSTRUCTION:**

- i. Each of the provisions of these Covenants, Conditions and Restrictions shall be deemed independent and severable, and the invalidity or partial validity of any provision or portion shall not affect the validity or enforceability of any other provision.
- ii. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall include the masculine, feminine and neuter.
- iii. All captions and titles used in this Deed are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or clauses hereof.

**5. STAMP DUTY & REGISTRATION CHARGES:**

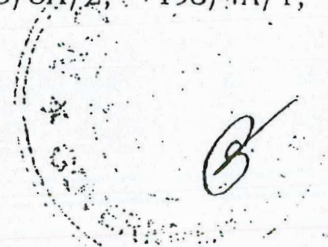
Stamp duty, registration charges and out of pocket expenses in respect of these presents has been borne and paid by the LESSEE alone.

A circular stamp, likely a notary or official seal, containing a handwritten signature. The signature appears to be 'B' or 'B.'.



## SCHEDULE I

All those pieces and parcels of ground or land aggregating 325 Acres having Global FSI of One as per the Township Notification dated 16/11/2005, situate at Village Sadesataranali, Hadapsar, Taluka Haveli, District - Pune within the Registration, Sub- District Taluka Haveli, District Pune and within the limits of Gram Panchayat Sadesataranali, Zilla Parishad Pune, from and out of the land bearing Survey Nos. 138/18, 139/3, 173/1, 173/2, 173/3, 173/4, 173/6, 173/7A, 173/11+12A, 173/11+12B, 177/1A, 177/1B, 177/1/2A, 181/8B/1, 181/8B/2, 182/1/1A, 182/1/2, 182/2/1+2+3+4A/3, 182/2/1+2+3+ 4A/4, 182/2/1+2+3+4B, 182/2/5, 182/2/6B, 184/1, 184/2A, 184/2B, 184/3A, 184/ 4+5A, 184/4+5B, 184/4+5C, 184/4+5D, 184/6, 184/7, 184/8+9+10+11, 185/3, 187/1A, 187/1B, 187/2, 187/3, 187/4, 187/5, 187/6A, 187/6B, 187/7, 187/8A, 187/8B, 187/9, 187/10/1, 187/10/2, 187/11, 187/12, 187/13B, 187/14A, 187/14B, 187/14C, 187/15, 187/16A, 187/16B, 187/17, 187/18A/1, 187/18A/2, 187/18A/3/1, 187/18A/3/2, 188/1A, 188/A/2+3, 188/A/4A, 188/A/4B, 188/A/5, 188/A/6, 188/A/7, 188/A/8A, 188/A/8B, 189/1B/1, 189/1B/2, 189/1C, 189/1D, 189/2A/1, 189/2B/1, 189/2B/2A, 189/3, 189/4A/1, 189/4A/2, 189/4A/3, 189/ 4A/4, 189/4A/5, 189/5, 190/1A/1, 190/A/1A/2, 190/A/1A/3, 190/A/2A, 190/B/1, 190/B/2, 191/1A, 191/1B/1, 191/1B/2, 191/1B/3, 191/2A, 191/2C, 191/3A, 191/3C, 191/4A/1, 191/4A/2, 191/4A/3, 191/4A/4, 191/4A/5, 191/4A/6, 191/4A/7, 191/4A/8, 191/4C, 191/5A/1, 191/ 5A/2, 191/5C, 191/6+7/A/1, 191/6+7/A/2, 191/6+7C, 192/A/1A, 192/ A/2A/1, 192/A/2A/2, 192/ A/3, 192/A/1B, 192/A/2B, 193/1A, 193/1B, 193/2/1, 193/2/2, 193/2/3, 193/2/4A, 193/2/6, 193/2/7, 193/2/8, 193/2/9, 193/2/13, 193/2/14/1, 193/2/14/2, 193/2/14/3, 194/1, 194/2A, 194/2B, 195/ 1A/1/1, 195/1A/1/2, 195/1A/1/3, 195/1B/1, 195/2A, 195/2B/1, 195/2B/3, 195/2C, 195/2D/1, 195/3A/1, 195/3A/2, 195/3A/3, 195/3A/4, 195/3C, 195/4B/1, 195/4B/3, 195/A/4A, 195/ A/5A/1, 195/A/5A/3, 195/A/5B, 195/6A, 195/6C, 196/A/1A/1, 196/A/1A/2, 196/A/1A/3, 196/A/1A/4, 196/A/2A, 196/A/3, 196/A/4A, 197/1, 197/2+7B+8/3/1, 197/2+7B+8/3/2, 197/2+7B+ 8/3B/3, 197/2+ 7B+ 8/3/4, 197/2+7B+8/3/5, 197/2+ 7B+8/3/6, 197/2+7B+8/3/7, 197/ 3A, 197/3B, 197/3C, 197/4, 197/5, 197/6A, 197/6B/1, 197/6C/1, 197/6D, 197/7A/2A, 197/7B/1, 197/7B/2, 197/9, 197/10, 197/11A, 197/11B, 197/12, 197/13A, 197/14C/1A+1B+2, 198/1, 198/2, 198/2C, 198/3A/1A, 198/3A/1B, 198/3A/2, 198/4A/1,





198/4A/2A, 198/4B+4C/1, 198/5A/1, 198/5A/2, 198/5A/3, 198/5B/1A, 198/ 5B/1B, 198/5B/1C, 198/5B/2, 198/5B/3, 198/5B/4, 198/5B/5, 198/5B/6, 198/5B/7, 198/5B/8A/1, 198/6, 198/7, 198/8A, 198/9C, 198/9D, 198/9E, 198/9F, 198/9G, 198/9H, 199/1A/1A, 199/1A/1B, 199/1A/1C, 199/1A/1D/1, 199/1A+2/1A, 199/1A+2/1B, 199/1A+ 2/1C, 199/1A/2A/1, 199/ 1A/2B/1, 199/1A/2C/1, 199/1B/1/A/1, 199/1B/1/A1/1, 199/1B/ 1/A/1/2, 199/1B/1/A/1/3, 199/1B/1/ 1A/4, 199/1B/1A/1/1, 199/1B/ 1/B, 199/1B/1C, 199/2A/1A/1, 199/2A/1A/2, 199/2A/2A, 199/1B/ 1/A/1/2, 200/1A/1A, 200/ 1A/1B, 200/1A/2, 200/1B/1, 200/1B/2, 200/2A/1, 200/2A/2A, 200/2B, 200/3A/1B, 200/3A/2A, 200/3A/2B, 200/3B, 201/5+6B+9A/4A, 201/5+6B+9A/4B, 201/6A+10+11+12A+ 12B /2, 201/17A, 201/17B, 201/19, 201/24A, 242/1A, 242/1B, 242/2, 243/1, 243/2A, 243/2B, 243/2C, 243/3, 243/4, 244/1, 244/2, 244/3, 244/4, 244/5, 244/6, 244/7, 244/8, 244/9, 244/10, 244/11, 244/12, 244/13, 244/14, 244/15 and 244/16.

**SCHEDULE II OF THE PROPERTY ABOVE REFERRED TO:**

All the piece and parcel of land admeasuring 9456 sq. mtr. admeasuring 3400 Sq.mtr. of built up area consisting of ground plus two upper storyes at the S       AS-3 of Amanora Park Town at Village Sadesatranalli, Hadapsar, Taluka Haveli, Dist Pune, to be used for School purposes and which is bounded as follows :

On or towards the EAST	: Vasti Pad
On or towards the SOUTH	: Proposed Road
On or towards the WEST	: Crescent Road
On or towards the NORTH	: Road



IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands and seals the day and the year first hereinabove written.

SIGNED AND DELIVERED by the within named  
**Owner/Lessor CITY CORPORATION LIMITED,**  
Through it's Company Secretary,  
**MRS. KAMALJEET KAUR SIDDHU,**



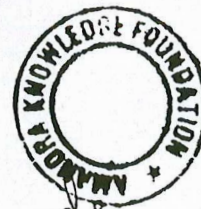
*K. Siddhu*



SIGNED AND DELIVERED by the within named  
**Lessee AMANORA KNOWLEDGE FOUNDATION,**  
Through it's Director  
**MR. ANIRUDDHA PRADUMNYA DESHPANDE**



*A. Deshpande*



In the presence of Witness:

Signature : *Manjushree*  
Name : Manjushree Kale  
Address : Novi Peth, Pune

Signature : *Swati*  
Name : Swati Barkund  
Address : Sinhgad Road, Santa Nageri,  
Pune

165/2011  
08.09.11



### Certificate of land

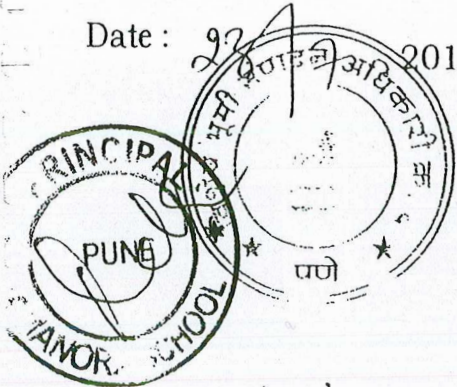
This is to certify that the land admeasuring 9456 sq.mtrs. situated at Amanora Park Town sector AS-3 at Sadesatranali, Hadapsar, Pune - 411 028 fully described in the schedule mentioned hereinafter, is owned by City Corporation Ltd vide sale deeds. It is certified that, the said entire land comprises of a single plot of land. All the piece of land admeasuring 9456 sq.mtrs. admeasuring 10919 sq.mtr. of built up area consisting of 2 Blocks one being ground plus 3 upper storeys and other being ground plus 5 upper storeys at the sector AS-3 of Amanora Park Town at village Sadesatranali, Hadapsar, Taluka Haveli, Dist. Pune to be used for school purpose from and out of Amalgamated Survey No. 138+139+173+177+181+182+184+185+187 to 201 and 242 to 244

It is further certified that, Amanora School, Amanora Knowledge Foundation is located on the following land (survey nos.) out of said plot of land.

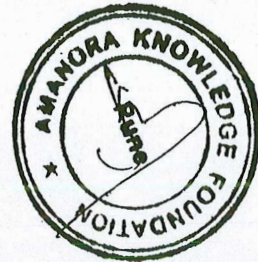
Sr. No.	Survey No.	Area in Sq.mtrs.	date of Registration	Registration No.	Office
1	199 / 1A / 2A / 1 199 / 1A2B / 1	1600	22/01/2007	574 / 2007	Sub Registrar Haveli III, Pune
2	198 / 8A	1309.61	22/12.2006	10198/2006	Sub Registrar Haveli III, Pune
3	198 / 9C	800	22/12/2006	10198/2006	Sub Registrar Haveli III, Pune
4	199 / 1B / A1 / 1	1582.52	11/01.2007	352.2007	Sub Registrar Haveli III, Pune
5	198 / 5A / 1 198 / 5B / 1 198 / 5B / 8A / 1	1713.24	8/5/2006	3746/2006	Sub Registrar Haveli III, Pune
6	198 / 4A / 2	371.11	22/01/2007	571/2007	Sub Registrar Haveli III, Pune
7	198 / 4B+4C / 1	387.06	17/03/2008	2382/2007	Sub Registrar Haveli III, Pune
8	199 / 1A / 2B / 1	1692.02	21/08/2009		Sub Registrar Haveli III, Pune

Pune

Date: 22/08/2013



  
Special Land Acquisition  
Officer: 6 Pune.



81