15/05/2025

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. हवेली 10

दस्त क्रमांक: 139/2013

नोदंणी : Regn:63m

गाव: पिंपळे सौदागर

(1)विलेखाचा प्रकार

भाडेपट्टा

(2)मोबदला

(3) वाजारभाव(भाडेपटट्याच्या वावतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)

42702000

(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)

1) पालिकेचे नाव:पिंपरी-चिंचवड म.न.पा. इतर वर्णन :, इतर माहिती: पिंपळे सौदागर (विभाग क्र. 10/ 2) येथील सर्वे नं. 160/2/1, 159/1, 160/1, [सिटी सर्वे नं. 1231 (पार्ट), 1232 (पार्ट)] येथील जमीन क्षेत्र 20,000 चौ. फूट व त्यावरील बांधकामाचे एकूण क्षेत्रफळ 946.5 चौ. मी. बिल्ट अप (पार्किंग चे क्षेत्र 511.90 चौ मी. + स्टील्ट फ्लोअर क्षेत्र 434.60 चौ मी. बिल्ट अप)((C.T.S. Number : 1231 ;))

(5) क्षेत्रफळ

1) 946.5 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हक्मनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पना.

1): नाव:-क्रिएटीव एज्युकेशन सोसायटी (शाळेचे नाव- चॅलेंजर पब्लिक स्कूल) तर्फे ट्रस्टी / सेक्नेटरी / ऑथोराईझ्ड सिग्नेटरी - वी. प्रशांत माधव दाणी वय:-45; पत्ता:--, -, -, १२/ए, मोतीराम पार्क, कोथरूड, पुणे, -, Pune, Maharashtra, Pune, Non-Government. पिन कोड:-411038 पॅन नं:-AABTC4162A

(8)दस्तोवज करन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हकुमनामा किंवा आदेश असल्यास,प्रतिबादिचे नाव व पसा

1): नाव:-श्री. शंकर नथु काटे वय:-55; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: नवक्षत्र, फ्लॅंट नं. १७, व १८. विश्वशांती कॉलनी, पिंपळे सौदागर, पुणे, रोड नं: -, महाराष्ट्र, पुणे. पिन कोड:-411027 पॅन नं:-AVIPK9525H

(9) दम्तऐवज करन दिल्याचा दिनांक

31/12/2012

(10)दस्त नोंदणी केल्याचा दिनांक

08/01/2013

(11) अनुक्रमांक,खंड व पृष्ठ

139/2013

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

1941000

(13)वाजारभावाप्रमाणे नोंदणी शुल्क

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(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

मी नवकत दावली मी रुखदात पेतरनी

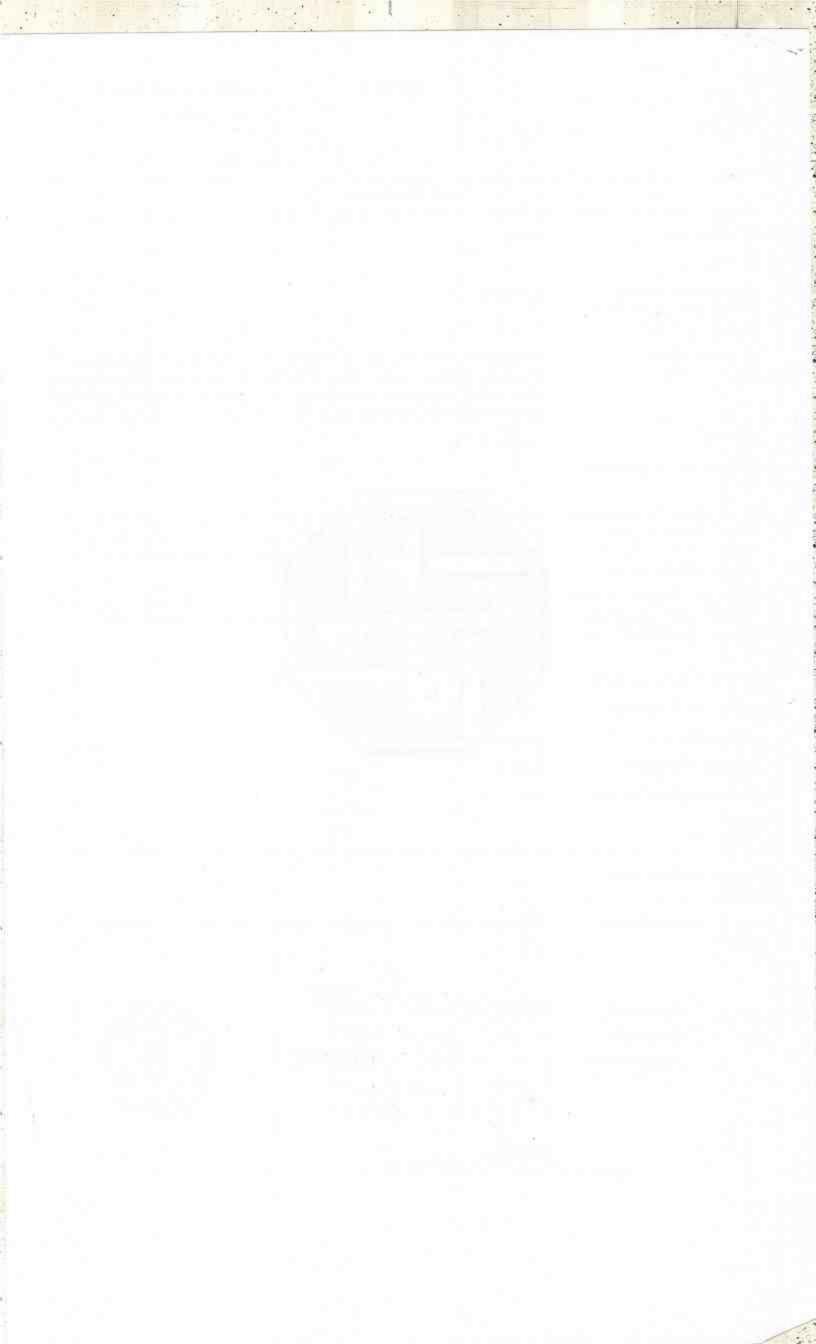
अस्तालका हुन्य मनवास

यांन त्याचे तत्याय १५

पू सह. दुव्यमनिवेधक (वर्ग-२) हवेली फ्र. १०



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Government of Maharashtra

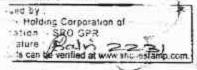
SHCIL (FI)/ mhshcil01/ PUNE/ MH-PUN

CREATIVE EDUCATION SOCIETY

SUBIN-MHMHSHCIL0115221960102802K

LAND WITH STRUCTURE, S.NO. 159/1, 160/1, 160/2/1, PIMPLE SAUDAGAR, PUNE

e-Stamp



Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

. ((13.)

(Zero)

: SHRI SHANKAR NATHU KATE

31-Dec-2012 10:57 AM

Article 36 Lease

CREATIVE EDUCATION SOCIETY

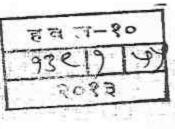
: CREATIVE EDUCATION SOCIETY

: 19,41,000

(Ninteen Lakh Forty One Thousand only)







LEASE - DEED.

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SHCIL- MAHARASHTRA

SHCIL, 301, CENTER POINT, DR. B. AMBEDKAR ROAD, PAREL, MUMBAI, MUMBAI, Maharashtra, INDIA, PIN CODE - 400012 Tel: 022-61778151 E-mail:

Mode of Receipt

Account Id

mhshcil01

Account Name SHCIL- MAHARASHTRA

Receipt Id

RECIN-MHMHSHCIL0114172577012567K

Receipt Date 31-DEC-2012

Received From CREATIVE EDUCATION SOCIETY	Pay To
Instrument Type DD	Instrument Date 29-DEC-2012
Instrument 713413 Number	Instrument Amount 1941000 (Ninteen Lakh Forty One Thousand only
Drawn Bank Details	
Bank Name UNION BANK OF INDIA	Branch Name PUNE
Out of Packet Expenses 0.0 ()	

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Lines Holding Corporation of India List.

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List can be verified at www.shcllestamp.com.





THIS LEASE DEED together with its Schedule (hereinafter referred to as the 'Deed') is made at PUNE and executed on this 31st day of December, 2012

By and Between

SHRI. SHANKAR NATHU KATE,

Age: 55 years, Occu: Agriculturist, R/at: Nakshatra, Flat No. 17 & 18,

Vishwashanti Colony, Pimple Saudagar, Pune - 411027.

PAN - AVIPK 9525 H

Hereinafter referred to as the "LESSOR" (Which expression shall unless repugnant to the context or contrary to the meaning thereof shall deem to mean and include his legal heirs, representative, administrators, trustees, executors, successors, transferees and assigns)

..... of the FIRST PART.

WITH

CREATIVE EDUCATION SOCIETY (School Name -CHALLENGER PUBLIC SCHOOL)

An education institute, duly registered under the Trust Act and Societies Act having its principal and registered office at: 12/A, Motiram Park, Kothrud, Pune – 411 038, Through its trustee and Secretary / Authorised Signatory MR. PRASHANT MADHAV DANI, Age: 45 years, Occu: Business, R/at: B-102 Vastushree Pearl, Kothrd, Pune – 411 038.

PAN – AABTC 4162 A

Hereinafter referred as the "LESSEE" (which expression shall, unless repugnant to the context or contrary to the meaning thereof shall deem to mean and include its representatives, administrators, trustees, executors, successors, transferees and assigns) of the OTHER PART.

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The Lessor and the Lessee are hereinafter referred to in the collective as the 'Parties' and in the singular as a 'Party', as the context may require.

WHEREAS

- a) The Lessor herein is seized, possessed of or otherwise entitled to and is recorded owner of the property bearing Survey No. 160/2/1, 159/1, 160/1, having corresponding City Survey No. 1231 (p), 1232 (p), out of which some area has been acquired for road by the Government/ Municipal Corporation and after deducting the acquired area the remaining area is about 20,000 sq. ft. situated at village Pimple Saudagar, Taluka - Haveli, Dist- Pune, along with construction (As per plan santioned by PCMC vide no BP /P.saudagar 46/ 2010 dated 18.11.2010) admeasuring 946.5 sq mtrs Built up (Parking admeasuring 511.90 sq mtrs + Stilt Floor admeasuring 434.60 sq mtrs) standing thereupon. (which Land and construction are more particularly described in the Schedule, hereunder written and together hereinafter referred to as the "Leased Premises"). The Lessor has informed, assured and represented that he is absolutely entitled to the said property, and that he has got appropriate plan sanctioned from the Pimpri Chinchwad Municipal Corporation, for 36,000 sq ft, and the Lessor also assures the Lessee that he shall get constuctred appropriate structure on the said Land, apart from the existing structure, as required by the Lessee, at the cost of the Lessor, within 280 days, and based on the representations, assurances and declaration given by the Lessor, the Lessee has decided to enter into this deed, and the same is the essence of this deed.
- b) The Lessee inter alla, is an Educational Institute in Pune and having its branches at many other places and locations in the Pune District and elsewhere in the state of Maharashtra. The Lessee herein desires / intends to set-up an education institute / school in Pimple Saudagar and was in the search of suitable place for their institute / school. Upon getting information about availability of the land owned and possessed by the

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Lessor, approached to the Lessor with a request to grant the premises owned and possessed by him on long lease to the Lessee Institute to set up the school on the said premises.

c) After having due discussions and negotiations by and between the parties hereto and on the request of the Lessee to take on long lease the said premises owned by the Lessor, the Lessor has accepted the request and agreed to grant his abovementioned entire premises on long lease to the Lessee institute, in accordance with the terms and conditions set-forth in this Deed hereunder.

NOW THEREFORE, IN CONSIDERATION OF THE PROMISES AND COVENANTS HEREIN SET FORTH AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT, ADEQUACY AND LEGAL SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. GRANT

- 1.1 In consideration of the Rent (as hereinafter defined) agreed to be paid and the covenants, obligations, terms and conditions mutually agreed upon hereunder the Lessor hereby grants on long lease to the Lessee and the Lessee hereby takes on lease from the Lessor, the leased premises for the purpose of setting up and/or running and conducting education institute and/or school (preferebly in the name of "Challenger Public School") to fulfill the intention/aim of the Lessee (the Lessee, however, agrees and undertakes not to use the said leased premises for other purpose than agreed hereto).
- 1.2 The leased premises has been handed over to the Lessee by the Lessor on as-is-where-is basis. The Lessor has an intention to construct a building and hence, already got a plan sanctioned from the concern authority i.e. Pimpri-Chinchwad Municipal Corporation. However, due to unavailability of necessary funds, the Lessor could not carry out proposed

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. The Lessee institute herein showed construction on the Leases their readiness and willingness to complete the proposed construction of the building as per sanctioned plan by raising loans equivalent to estimated cost of proposed construction from various banks / financial institutes by mortgaging the leased premises to which the Lessor has agreed for. The existing structure of 946.5 sq mtrs Built up (Parking admeasuring 511.90 sq mtrs + Stilt Floor admeasuring 434.60 sq mtrs), has been constructed by the Lessee, at the cost of the Lessee, as per the plan sacntioned by the Pimpri Chinchwad Municipal Corporation, and the Lessor has agreed that the Lessee shall deducted the amount that has been spent for the construction for the present structure, and amount to be spent for construction in future. And Incase, the amount of rent payable falls short, then the Lessee shall be entitled to receover the same with interest @ 18 % p.a.. It is further agreed by and between the parties hereto that the Lessor will repay the entire amount spent by the Lessee institute at the time of taking back the possession of the leased premises. And incase, the amount of rent payable falls short, then the Lessee shall be entitled to receover the same with interest @ 18 % p.a.. It is further agreed by and between the parties hereto that the Lessee is hereby fully authorized / empowered to deduct/ adjust the amount spent, from the rent payable to the Lessor every month. The Lessor has furnished the copy of the sanctioned plan to the Lessee for the leased premises as the leased premises exist on the date of execution of this Lease Deed. The Lessee is entitled to carry out the construction as per the sanctioned plan and / or to make modification, changes, additions and alterations and fitout from the date of execution of this Deed. The Lessee shall, however, obtain permission, if any required, from the concerned authorities and shall carry out modification, changes, additions and alterations and fit-out under the supervision of Architects, Engineers and Contractors at their own cost and expenses, however the same shall be re-imbursed by the Lessor to the Lessee. The leased premises are more particularly described in the Schedule written hereunder to this Deed.

Distance



1.3 The chargeable area of the Leased Premises is 20,000 sq.ft. The Lessor assures the Lessee that he is absolutely entitled to the said Land admeasuring 20,000/- sq ft, and shall also get the same demarcated from the appropriate Government/ Semi Government department / Local Authority, and the Lessor also confirms that he shall be liable and responsible to provide uninterrupted access and right of possession and the right to use and enjoy the premises absolutely, to the Lessee, in respect of the said Land admeasuring 20,000/- sq ft. and structure standing thereupon, and Incase any dispute, claim, charge or any other encumberance is created, or is discovered, that adversely affects the rights of the Lessee, or enjoyment of the said leased premises, the same shall be cleared, sorted out by the Lessor at his own costs and expenses, and the Lessor shall also be liable to indemnify and keep indemnified the Lessee, against all such losses, claims, expenses arising therefrom.

2. NO-OBJECTION CERTIFICATES

- (i) The Lessor hereby gives his consent for all the maintenance of the said premises, and development of the said premises, as required by the Lessee, and no separate consent letter/ No Objection Certificate (NOC) shall be required.
- (ii) The Lessor declares and assures the Lessee that he has no objection for the Lessee carrying out construction as per sanctioned plan and / or to make changes, alterations, additions, deletions and/or renovation to the plan to fit-out as per the Lessee's requirements, and that he shall provide his consent and signatures as and when required, without any delay and extra consideration.
- (iii) The Lessor further declares and assures that there are no dues payable with regard to water tax, electricity and other necessary municipal and other charges from local authorities, up to the date of execution of this Deed.
- (iv) The Lessor further declares and assures the Lessee that he shall provide all signatures on all forms, affidavits, declarations, etc., as





and when requires the said premises, as per the requirement of the Lessee.

Provided further that in case the Lessor fails to give his 'No Objection / consent', if required specifically, within three days then in that case it shall be presumed that the Lessor has given his 'No objection'/ consent. It will be considered as deemed No objection / consent of the Lessor and the Lessor shall not have any right to raise any objection /claim of any kind after the lapse of stipulated period.

3. RENT COMMENCEMENT DATE

3.1 Rent Commencement date

The parties agree that this Deed shall come into force and be effective from 1st day of June, 2012 and the Rent Commencement Date shall be from 1st day of June, 2012. Any access to the Lessee of the Leased Premises before the Rent Commencement Date will be only for the purposes of facilitating this Deed:

4. TERM & TERMINATION

4.1 TERM

The term of the lease of the Leased Premises shall commence on the Rent Commencement Date and end 35 (Thirty Five) calendar years thereafter (hereinafter the 'Term') i.e. upto 31st May 2047.

4.2 LOCK-IN PERIOD

4.2.1 The parties agree that except as provided herein, neither party will have a right to terminate this Deed until the completion of 15 (Fifteen) years from the Rent Commencement Date (hereinafter the 'Lock-in-Period'). The parties may however terminate this Deed for reasons set-out in Clauses 4.3 to 4.8 below, provided however that in the event of termination by the Lessee on any of the grounds

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available to it under the balance period of 25 (Twenty five) years.

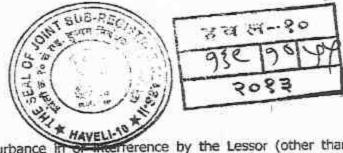
4.2.2 FIRST RIGHT OF PRE-EMPTION

It has been agreed by and between the parties that incase the lessor desires to sell /dispose of the said premises, the lesee shall have the first right of pre-emption to buy the premises, i.e. the Lessor shall offer the said premises, for sale, to the Lessee, in writing. The consideration there of shall be decided at mutual consent between the parties and for the purpose of arriving at the sale price, the parties shall consider the value as determined by government Approved valluer, to be decisive base. If the lesee refuses to buy the property, still the consent of the Lessee shall be required for transferring the property to any third party, however, the Lessor assures that he shall safeguard the interest of the Lessee, and that the new owner shall be bound by the terms and conditions of this deed.

4.3 TERMINATION DURING THE TERM

- 4.3.1 Notwithstanding anything to the contrary contained in this Deed or any other written agreement between the parties, during the Term, only Lessee shall enjoy the right to terminate this deed on account of:
 - any breach of the terms and conditions of this Deed by the Lessor (including any of his representation, warranties or covenants), which breach is not remedied by the Lessor within thirty (30) days of receipt of notice regarding such breach; or
 - the occurrence of an event (as provided in Clause 14 herein below) due to which the Lessee is unable to make effective use of the Leased Premises for a continuous period of more than sixty (60) days;

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- (iii) any disturbance in or interference by the Lessor (other than on account of any default on the part of the Lessee) with the use or possession of the Leased Premises such that the Lessee are not able to carry on its activities or operations smoothly or at all, which is not rectified by the Lessor within a period of sixty (60) days from the date on which the Lessee notifies the Lessor to remedy such breach.
- 4.3.2 In the event the Lessee terminates this Deed during the Term for the reasons mentioned at (i) or (ii) or (iii) above, the Lessor shall return the entire portion of the Interest Free Refundable Security Deposit (as defined hereinafter) received by the Lessor in terms of this Deed and then balance amount spent by the Lessee for construction of the building on the leased premises as agreed and mentioned in clause 1.2 above, to the Lessee, after deducting all amounts due from the Lessee to the Lessor, simultaneously with the Lessee handing over vacant and physical possession of the Leased Premises to the Lessor. In the event the Lessor fails to return the Interest Free Refundable Security Deposit and then balance amount spent by the Lessee for construction of the building on the leased premises as agreed and mentioned in clause 1.2 above, to the Lessee as aforesaid, the provisions of Clause 6.4 shall apply. This shall be without prejudice to any other rights and remedies available to the Lessee under this Deed or in law.
- 4.4 Notwithstanding anything to the contrary contained in this Deed during the Term, the Lessor shall enjoy the right to terminate this Deed on account of.
 - failure on the part of the Lessee to pay lease rent for consecutive four months in a year and such breach is not remedied by the Lessee within sixty (60) days of such breach.

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- (including any of its representations, warranties or covenants), which breach is not remedied by the Lessee within One Hundred and Eighty (180) days of receipt of notice regarding such breach.
- 4.5 The Lessee undertakes that it will ensure regular payment of Rent and/or other charges as agreed herein. If the Lessee fails to pay Rent for any quarter at any point of time and the same is not remedied within sixty (60) days from the date of written demand by the Lessor, then the Lessor, without prejudice to any other remedies available to it under law, is entitled to terminate this Deed forthwith.
- 4.6 The Lessor hereby agrees that the Lessor cannot terminate this Deed during the Term, unless the Lessee are in breach of the terms of this Deed.

4.7 <u>Termination after Term</u>

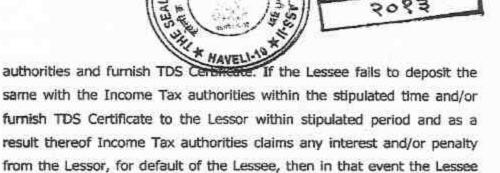
The Lessee shall have the sole option, after the expiry of the Lock-Inperiod of 15 (Fifteen) years to terminate this Deed, by giving sixty (60) days notice in writing.

5. RENT. DUE DATES, ESCALATION, & PROPERTY TAXES

5.1 RENT

5.1.1 In consideration of the Rent hereby reserved and covenants herein contained on the part of the Lessees to be observed, the Lessor hereby leases the said Leased Premises to the Lessee for a period commencing from the Rent Commencement Date, the following rent payable by the Lessee to the Lessor month in advance, on or before the 10th day of every month, subject to deduction of applicable TDS and/or Service Tax to be paid by the Lessor, and/or any other Statutory deductions and in addition thereto the amount towards repayment of construction cost (for the construction, development carried out and to be carried out by the Lessee). The Lessee shall deposit the tax deducted with the income tax

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(i) The Lessee shall accordingly pay Rs. 3,35,000/- (Rupees Three Lakh Thirty Five Thousand only) per month ('Rent'), monthly in advance, on or before the 10th day of every month. The Lessee has been regularly making the payment of the Lease rent from the Rent commencement date, and has made the payments till today, subject to TDS, and deductions agreed upon and admitted by both the parties, and the Lessor admits and acknowledges the receipt of the same.

will reimburse the same to the Lessor along with interest @ 15% p.a.

The Lessee has made/ shall make the payment of Lease Rent as pert he following due dated

Rs. 3,35,000/-	(Rupees Three Lakh Thirty Five Thousand only) per month, for the period: 01/06/2012 to 31/05/2013
Rs. 3,50,625/-	(Rupees Three Lakh Fifty Thousand Six Hundred Twenty Five only) per month, for the period: 01/06/2013 to 31/05/2014
Rs. 4,44,125/-	(Rupees Four Lakh Fofty Four Thousand One Hundred Twenty Five only) per month, for the period: 01/06/2014 to 31/05/2017
Rs. 5,10,744/-	(Rupees Five Lakh Ten Thousand Seven Hundred Forty Four only) per month, for the period : 01/06/2017 to 31/05/2020
Rs. 5,87,356/-	(Rupees Five Lakh Eighty Seben Thousand Three Hundred Fifty Six only) per month, for the period: 01/06/2020 to 31/05/2023







Rs. 6,75,460/-	(Rupees Six baies Seventy Five Thousand Four Hundred Sixty only) per month, for the period : 01/06/2023 to 31/05/2026
Rs. 7,76,779/-	(Rupees Seven Lakh Seventy Six Thousand Seven Hundred Seventy Nine only) per month, for the period: 01/06/2026 to 31/05/2029
Rs. 8,93,296/-	(Rupees Eight Lakh Ninety Three Thousand Two Hundred Ninety Six only) per month, for the period: 01/06/2029 to 31/05/2032
Rs. 10,27,291/-	(Rupees Ten Lakh Twenty Seven Thousand Two Hundred Ninety One only) per month, for the period : 01/06/2032 to 31/05/2035
Rs. 11,81,385/-	(Rupees Eleven Lakh Eighty One Thousand Three Hundred Eighty Five only) per month, for the period: 01/06/2035 to 31/05/2038
Rs. 13,58,593/-	(Rupees Thirteen Lakh Fifty Eight Thousand Five Hundred Ninety Three only) per month, for the period : 01/06/2038 to 31/05/2041
Rs. 15,62,382/-	(Rupees Fifteen Lakh Sixty Two Thousand Three Hundred Eighty Two only) per month, for the period: 01/06/2041 to 31/05/2044
Rs. 17,96,740/-	(Rupees Seventeen Lakh Ninety Six Thousand Seven Hundred Forty only) per month, for the period : 01/06/2044 to 31/05/2047

(ii) The Lessee shall accordingly pay per month 'Rent', in advance, on or before the 10th day of every month (subject to T.D.S. and repayment of construction cost deductions, as applicable), and also subject to the Lessor paying his share of Service tax to the appropriate authority. If the Lessor fails to pay the Service tax as applicable, the Lessee shall be entitled to deduct such amount from the subsequent Lease rent.



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5.2.1 The Rent in respect of the Leased Premises as specified in this Deed shall be paid monthly in advance on or before 10th day of every month, in accordance with Clause 5.1 above, in respect of which the Rent is due (the 'Due Date') subject to deduction of TDS and repayment of construction cost. In case of delay in payment of Rent or any other amount, the Lessee shall pay interest calculated at fifteen (15%) per cent, calculated from the Due Date till the date of actual payment.

5.3 PROPERTY TAX

5.3.1 The Lessor shall, during the Terms, be solely responsible to meet and satisfy any levy of any tax or increment thereof by whatever name called by any central, state or local authority in respect of the said property (hereinafter the 'Property Tax') and the Lessee shall have no responsibility in that regard. The Lessor shall regularly pay all charges raised by the local authorities. These charges shall be paid on the bills being raised together with service tax as applicable and payable to the competent authority without default and before the due date. In the event of the Lessor failing to pay the amounts due, the Lessee may at its discretion under notice to the Lessor to pay the amounts due under this clause along with penalty if any, ensure that the services are not disrupted. The Lessor shall immediately repay such amounts paid by the Lessee. If within thirty (30) days of such payment by the Lessee, Lessors fail to repay, the Lessors will be construed to be in material breach of the terms of this Agreement.

In any of the cases above, if the Lessor fails to pay the amounts which are due, the Lessee shall have a right to set-off the same from the Rent payable by the Lessee along-with interest. The Lessee shall have right to collect interest at fifteen percent (15%) per annum calculated from the date on which the applicable sum was due till the date of payment in full.

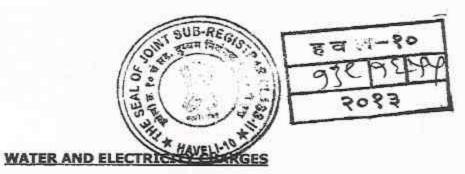




5.4 SERVICE TAX

- 5.4.1 The Lessors shall, pay during the Term, applicable service tax on the Rent or levy of any tax or increment thereof by whatever name called by any central, state or local authority for giving the said premises on lease to the Lessee. If the Lessors fail to pay any such amount due and payable then in that event the Lessee may pay such amount including interest and penalty that may be due and payable to any such authorities and recover the same from the Lessor along with interest @ 15% p.a., from the due date till the date of payment, by deducting such amount from the monthly rent payable.
- 5.5 It is expressly agreed between the parties that all financial obligations pertaining to the premises, including any charges, dues, taxes, loan related payments/ installments, (hereinafter referred to as the "Financial Obligations") arising prior to the date of execution and after the date of execution of Lease Deed shall be borne solely by the Lessor. date of execution of the Lease Deed, all Financial Obligations in respect of period prior to the date of execution of these presents and/or for the period after the date of execution of this Lease Deed for which the Lessor incurs a default/ breach, shall be paid off by the Lessee, and the Lessee shall in such circumstances have a right to set-off the same from the Rent payable by the Lessee. The Lessee shall have the opportunity to rectify and remedy the breach/ default of the Lessor. It is expressly clarified for avoidance of doubt that the primary statutory responsibility/ liability in respect of the Financial Obligations arising prior and after the date of execution shall be that the Lessor, and the Lessee shall have the right to recover damages, if any, under the applicable laws. The Lessee shall also be entitled to sub-let the leased premises, to receover such amount.

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5.6.1 It is expressly agreed between the parties that the Lessee shall be liable to pay to the concerned authorities water and electricity charges for water and electricity consumed by the Lessee in the leased premises from the date hereof during the term of lease.

6. INTEREST FREE REFUNDABLE SECURITY DEPOSIT, REFUND OF SECURITY DEPOSIT:-

- 6.1 Interest Free Refundable Security Deposit.
- 6.1.1 The Lessees have agreed to maintain with the Lessor an interest free fully refundable security deposit amounting to a an amount of Rs. 15,00,000/- (Rupees Fifteen Lakhs only) approximately equivalent to 6 months rent (hereinafter the 'Interest Free Refundable Security Deposit or IFRSD') during the Term as a security for due performance and observance of the terms and conditions of this Deed by the Lessee.

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- 6.1.2 The Lessor hereby confirms the receipt from the Lessee, entire IFRSD amounting to Rs.15,00,000/- (Rupees Fifteen Lakhs only), on execution of this Deed in the following manner.
 - i. Rs. 1,00,000/- paid by cheque No. 051601 dt. 28/03/2009
 - Rs. 4,00,000/- paid by cheque No. 051602 dt. 14/12/2010
 - iii. Rs.10,00,000/- paid by cheque No. 051603 dt. 01/07/2011

All cheques are drawn on Union Bank of India, Aundh Branch, Pune. The Lessor acknowledges the receipt of the said amount.

- 6.2 Payment of Security Deposit.
- 6.2.1 The Lessor hereby acknowledges that the Lessee has already deposited the entire IFRSD payable under the Deed as on the date of execution of this Deed.

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- 6.3 Refund of Security Deposit.
- 6.3.1 On the expiry or earlier termination of this Deed, the Lessor shall, simultaneously with the Lessee handing over physical and vacant possession of the Leased Premises to the Lessor, refund the IFRSD to the Lessee on demand and without demur, subject to such adjustments as may be lawfully made by the Lessor on account of any arrears payable by the Lessee under this Deed, or against adjustment of construction cost, if any.
- 6.4 Failure to Refund the Security Deposit/ Handing over quiet, vacant and peaceful possession:
 - 6.4.1 If on the explry or earlier termination of this Deed, the Lessor fails to refund the IFRSD or balance thereof to the Lessee (or adjust it against the amounts payable by the Lessee as per the provisions of the Deed) as provided herein, though Lessee offers possession of the leased premises then without prejudice to the rights of the Lessee in law and under this Deed, (i) the Lessor shall, in addition to returning the IFRSD or balance thereof (or adjusting it against compensation payable by the Lessee as per the provisions of the Deed), pay interest calculated at Eighteen (18 %) percent per annum from the date when the amount is due till the date of payment of the IFRSD; and (ii) the Lessee shall enjoy the right to the use of the Leased Premises without the payment of any Rent from the date of expiry or earlier termination of this Deed to the date of actual repayment of the IFRSD (or adjusting it against amounts payable by the Lessee as per the provisions of the Deed). The Lessee shall also have the right to transfer the rights, appurtenant to this deed, to any third party, for recovery of such amount, and the Lessee has provided such consent by virtue of this deed and no separate consent/ No Objection Certificate shall be required.

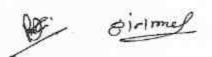
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- 6.4.2 If on the expiry or earlier termination of this Deed, the Lessee fails to hand over quiet, vacant and peaceful possession of the leased premises to the Lessor then in that event the Lessee shall be liable to pay one and a half times the rent payable at that time as and by way of agreed amount of liquidated damages apart from Municipal Taxes and all other outgoings from the date of termination till handing over possession and till such time the Lessor shall be at liberty to with hold the IFRSD or balance thereof (or adjust it against the amounts payable by the Lessee as per the provisions of the Deed) till the Lessee hands over the quite, vacant and peaceful possession of the leased premises to the Lessor. The Lessor shall also be at liberty to deduct such amount that may become due and payable by the Lessee for such period of which the Lessee were into the Leased Premises.
- 6.4.3 The Lessee at the time of handing over the quiet, vacant and peaceful possession of the leased premises will provide all the upto-date paid up bills relating to different services to the Lessors. If such bills are not available with the Lessee then in that event the Lessors will be entitled to with hold an amount aggregating to last 2 months average bill and the same will be relmbursed to the Lessee as and when the Lessee clears all their amounts that is due or as and when the Lessee provides the copy of such bills to the Lessor.

7. MAINTENANCE

- 7.1 Maintenance
- 7.1.1 The Lessee shall be responsible for the maintenance of the Leased Premises and common area and facilities.
- 7.2.1 The Lessee, while using the Leased Premises will be responsible for compliance of all applicable codes, laws, ordinances, rules and regulations under Indian Law. Similarly Lessee shall carry out all the internal repairs





and maintenance. Costs means under this Clause will be borne entirely by the Lessee, and will not be reimbursed by the Lessor. The Lessor hereby agrees to indemnify the Lessee in the event the Lessee suffers any liability or expenses as a result of non-compliance with any law, or any other claim, case or proceeding on, or on account of, any damage to the property of the Lessee caused as a result of the Lessor, Lessor's employees, contractors or agents or caused on account of the breach of the conditions of this Deed (and specifically the terms of this Clause 7.3). The Lessee hereby agrees to indemnify the Lessor in the event the Lessor suffers any liability or expense as a result of non-compliance with any law, or any other claim, case or proceeding on or on account of, any damage to the property of the Lessor caused as a result of the Lessee, Lessee's employees, contractors or agents or caused on account of the breach of the conditions of this Deed (and specifically the terms of this Clause 7.3).

7.3 Fallure to Perform Repairs

7.3.1Where a structural defect exists in the Leased Premises, including but not limited to the exterior structure of the Leased Premises, roof space, water proofing, exterior walls, load bearing walls, support beams, foundation, columns, parking facilities, that is reasonably determined by the Lessee to be potentially dangerous to the Lessee or the occupants in the Leased Premises, the lessor shall remedy the defect, and if the Lessor fails to perform any of its obligations under this Deed, the Lessee shall without prejudice to its rights under law and this Deed have the right to perform such obligations itself, and the Lessor shall reimburse the Lessee for the entire cost of performing such obligations within 60 days of remedy/ repair of such defect and intimation thereof). If the Lessor fails to reimburse the Lessee for such costs within the above-mentioned period, the Lessee shall have the right to deduct such costs from the ensuing Rent(s) payable to the Lessor.

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8. SIGNAGE Glow sign and electronic board or ballon

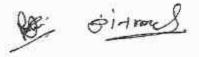
8.1 The Lessee intends to run a School in the name of "Challenger Public School", and Lessor has given his consent to display, affix, attach the name board, sign board or any other identification, at the said leased premises. The Lessor shall, without any consideration, compensation, rent, premium or any other barter, permit the Lessee to install their signage on designated floors & ground floor lobby of the Leased Premises as allocated by the architects/ signage consultants of the Lessee, subject to the Lessees obtaining the necessary regulatory approvals. The Lessee shall be entitled to have its signage anywhere in the Leased Premises as required by the Lessee. However the Lessee shall be responsible for obtaining all necessary permissions, if required and all taxes or statutory charges, if any, relating to the signage payable to the concerned government authorities shall be borne and paid by the Lessee.

8.2 External Signage

The Lessee shall also be entitled to have its signage at the ground level in the open areas, parking spaces and other spaces within the Leased Premises in consultation with the Lessee's architect(s). No amounts shall be payable by the Lessee in this regard. However the Lessee shall be responsible for obtaining all necessary permissions, if required and all taxes or statutory charges, if any, relating to the signage payable to the concerned government authorities shall be borne and paid by the Lessee.

8.3 Façade Signage

The Lessee solely shall decide where to put up the external façade signage. The Lessee's architect shall confirm/ verify the technical feasibility of putting up the signage at the location selected by the Lessee. The Lessee shall have the exclusive rights to the façade signage. The size of the signage will be advised by the Lessee and shall be put up by the Lessee at its own cost. However, the Lessee shall be responsible for obtaining all permissions, if required, and all taxes or statutory charges, if





any, relating to the signages, payable to the concerned government authorities shall be borne and paid by the Lessee.

9. LESSOR'S REPRESENTATIONS AND WARRANTIES.

- 9.1 The Lessor represents and warrants the following:
 - (a) The Lessor has informed, assured and represented that he is absolutely entitled to the said property, and that he has got appropriate plan sanctioned from the Pimpri Chinchwad Municipal Corporation, for 36,000 sq ft, and the Lessor also assures the Lessee that he shall get constructed appropriate structure on the said Land, apart from the existing structure, as required by the Lessee, at the cost of the Lessor, and based on the representations, assurances and declaration given by the Lessor, the Lessee has decided to enter into this deed, and the same is the essence of this deed.
 - (b) The Lessor assures the Lessee that he is absolutely entitled to the said Land admeasuring 20,000/- sq ft, and shall also get the same demarcated from the appropriate Government/ Semi Government department / Local Authority, and the Lessor also confirms that he shall be liable and responsible to provide uninterrupted access and right of possession and the right to use and enjoy the premises absolutely, to the Lessee, in respect of the said Land admeasuring 20,000/- sq ft. and structure standing thereupon, and incase any dispute, claim, charge or any other encumberance is created, or is discovered, that adversely affects the rights of the Lessee, or enjoyment of the said leased premises, the same shall be cleared, sorted out by the Lessor at his own costs and exoenses, and the Lessee, against all such losses, claims, expenses arising therefrom.
 - (c) the Lessor (i) is the sole and absolute owner of the Leased Premises, (ii) has valid title and registered ownership rights to the Leased Premises; and (iii) enjoys the uninterrupted, quiet,

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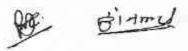
peaceful, physical, vacant and legal possession of the Leased Premises without any interference whatsoever; (iv) has the full right and absolute authority to offer the Leased Premises to the Lessee.

- (d) The Lessee shall be entitled to all the Floor Space Index (F.S.I.) available on the said Land that is leased to the Lessor, and the Lessor shall not create any third party interest in respect of the same. The Lessee, shall be entitled to all the construction to be carried out, in respect of the said Land available, and costs and expenses shall be borne by the Lessor. Rent for additional premises will be proprtionate to rent prevailing at that time as per caluse 5.1.1 of this deed.
- (e) the Leased Premises are free from any and all encumbrances, liens and charges of any nature whatsoever which can affect the peaceful possession by the Lessee of the leased premises, thereby affecting the day to day operations of the Lessee;
- (f) all necessary and applicable permissions, sanctions and approvals for water and power supply and any other utilities at the Leased Premises have been obtained by the Lessor from the Central and State Government including local authorities e.g. the Pimpri-Chinchwad Municipal Corporation, etc.;
- (g) there exists no claims, actions, litigations, arbitrations, land acquisition proceedings, garnishee or other proceedings relating to the Leased Premises or the transactions contemplated under this Deed. The Lessor shall give the Lessee immediate notice of any claim, litigation, proceeding or investigation which becomes known to it during the Term, but shall safeguard the interest/ rights of the Lessee, till the Lease term;
- (h) the Lessor as on the date of execution of this Deed, does not have any liability for any taxes, or any interest or penalty in respect thereof, of any nature, that may be a lien against the Leased Premises;

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- subject to the Lessee validly making all payments mandated hereunder, the Lessee may use the Leased Premises on a twenty four (24) hours a day/seven (7) days a week basis and enjoy unhindered possession of the Leased Premises and the Lessor shall not object to the Lessee carrying on any lawful activities in the Leased Premises;
- the structural elements of the Leased Premises including, but not limited to, the exterior walls, roof, corridors, load bearing walls, and foundation are sound and in good working order, condition and repair and free of deferred maintenance issues;
- the Lessor is in compliance with all applicable environmental laws and has all the relevant approvals in relation to the Leased Premises;
- The Lessor shall pay the corporation taxes as mentioned in clause
 5.3 hereinbefore mentioned;
- (m) The Lessor shall co-operate with the Lessee to get obtained requisite permissions, No Objection Certificates, as required for the Lessee's activities.
- (n) the Lessor (i) has the right and authority to execute this Deed and is authorized to enter into the Deed; and (ii) has obtained all applicable approvals and permissions to execute this Deed;
- (o) Incase of any claim for damages, etc. for the act or omission to act by the Lessor, the Lessor shall indemnify the Lessee.
- 9.2. The Lessor acknowledges that the Lessor's representations and warrants in this Clause 9 are a material inducement to the Lessee's entry into this Deed. Further, the Lessor agrees that during the Term, if any of the representations and warranties mentioned in clause 9.1 directly affecting the use of the Leased Premises becomes invalid or untrue, then notwithstanding the rights of the Lessee as contained in this Deed, the Lessor will intimate the Lessee of the same within seven (7) days of the applicable representation or warranty becoming invalid and take all steps





to ensure that such invalidity does not affect the Lessee's possession and rights to the Leased Premises under this Deed.

10. LESSEE'S REPRESENTATIONS AND WARRANTIES.

- 10.1 The Lessee represents and warrants the following:
 - (a) subject to any notice or cure periods provided in this Deed, and to the other provisions of this Deed, Rent and any other amounts payable under this Deed will be paid as and when they are due;
 - (b) subject to any notice or cure periods provided in this Deed, and to the other provisions of this Deed, the Lessee shall pay by the due date, electricity charges, water charges, maintenance charges and all other outgoings as may be applicable;
 - (c) the Lessee shall permit the Lessors and its representative, at all reasonable hours, after prior notice of three (3) Business Day, to enter the Leased Premises for the purpose of inspection or maintenance services, provided that such entry would not in any way interfere with , or impede, the operations of the Lessee in any manner;
 - (d) the Lessee shall obtain all necessary and applicable statutory approvals, permissions and licenses from all appropriate authorities required to be obtained for its operations at the Leased Premises and shall keep them valid throughout the Term;
 - (e) the Lessee shall be responsible for maintenance of the Leased Premises on a day-to-day basis and will bear all the requisite costs thereof;
 - (f) the Lessee shall obtain the necessary and applicable statutory approvals, permissions and licenses required to be obtained in respect of any capital equipment used in the Leased Premises by the Lessee; and
 - (g) the Lessee hereby agrees to indemnify the Lessor in the event the Lessor suffers any liability or expense as a result of non-compliance with the any law, or any other claim, case or proceeding on, or on account of, any damage to the property of the Lessor caused as a result of the Lessees' employees, contractors or agents in operating

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within the Leased Premises or caused on account of the breach of the conditions of this Deed.

10.2 The Lessee agrees that during the Term, if any of the representation and warranties mentioned in this Clause 10 directly affecting the use of the Leased Premises becomes invalid, then notwithstanding the rights of the Lessor as contained in this Deed, the Lessee will intimate the Lessor of the same within seven (7) days of the applicable representation or warranty becoming invalid and take all steps to ensure that such invalidity does not affect the Lessors' rights under this Deed.

11. ALTERATIONS

- 11.1 The Lessee shall, at its own expenditure, enjoy the right to make and affect upon the Leased Premises internally such additions, alterations and changes as the Lessee may deem necessary, incidental or advantageous for the conduct of its activities, including;
 - a) internal changes / structural changes of the proposed building;
 - b) Ducting and conducting;
 - c) Installing of partitions, counters, vaults, name boards or logos illuminated or otherwise as permitted by the maintenance agency/ society – and other fixture such as cabins, screens, shelves, racks, sun blinds, gas, telephones, air-conditioning equipment light, sanitary fittings etc.
 - d) Installation of Lift, and modification of plans as per the requirement (Lift cost and installation etc. at the costs of the Lessor)
- 11.2 All the expenses for carrying out the Internal / External / Structural changes (but not those caused by default on the part of the Lessor) including but not restricted to painting, water pipes electricity wires, etc, shall be borne and paid by Lessee alone and the Lessor shall not be liable to bear and pay any of the said expenses.

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Provided that the approvals, consents, authorizations and permissions, if any, necessary for affecting the aforesald alterations, additions and changes shall be obtained by the Lessee from the local authorities with the assistance of the Lessor if required.

- 11.3 Lessee shall, prior to making such alterations, additions and changes make payment of any charges which may be levied by the local authorities and agree to pay further charges that may become payable as a consequence thereof.
- All articles, things, installations, fixtures and fittings installed at the Leased Premises as aforesaid shall be the absolute property of the Lessee and the Lessee or persons lawfully claiming either through or under or in trust for the Lessee or otherwise however.
- 11.5 Upon expiry or earlier termination of the Deed, the Lessee shall handover the Leased Premises along-with building and /or any other construction standing thereon to the Lessor upon and after receipt of then balance amount spent for such construction as mentioned hereinabove in this Deed. Provided further that if the Lessor fails and /or unable to repay the amount as mentioned above then the Lessee has full right to recover the said amount from the Lessor with applicable rate of interest and till recovery of entire outstanding amount, Lessee will not handover the possession of the leased premises nor will liable to pay any rent.

TITLE, OWNERSHIP, ASSIGMENT, SUBLETTING & TRANSFER OF OWNERSHIP

12.1 Title and Ownership

The Lessor has informed, assured and represented that he is absolutely entitled to the said property, and that he has got appropriate plan sanctioned from the Pimpri Chinchwad Municipal Corporation, for 36,000 sq ft, and shall also get the area of 20,000/- sq ft demarcated from the



appropriate Government/ S iment department / Local Authority, and that he shall get constuctred appropriate structure on the said Land, apart from the existing structure, as required by the Lessee, at the cost of the Lessor and based on the representations, assurances and declaration given by the Lessor, the Lessee has decided to enter into this deed, and the same is the essence of this deed, and the same is the essence of this deed, and failing which the Lessee shall have the exclusive right to terminate this deed by serving a written notice of 60 days to the Lessor, irrespective of the Lock-in period and the said Lock-in period shall be ignored, and the Lessor shall refund all the amount of Security Despoit paid by the Lessee, along with construction cost to the Lessee, and then, the Lessee shall hand over the vacant possession of the leased premises to the Lessor. Till the time of such refund of amount, the Lessee shall be entitled to occupy, possess and use the leased premises, without any rent, premium or amount under any head.

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- 12.2 It is hereby agreed that the Lessor has given his consent / no-objection to the Lessee for raising finance by way of creating mortgage/charge over the Leased Premises or any part thereof and to sub lease/assign the Leased Premises or part thereof to any third Party/ies; provided that such assignee of the Leased Premises shall recognize this Lease Deed and Lessor's rights in the Leased Premises, and the same shall not be in any manner be jeopardised by such an assignment. The Lessor shall not be entitled to transfer the said leased premises, till the Lessor refunds the amount of security deposit and construction costs, to the Lessee.
- 12.3 In the event of transfer of the Leased premises or any part thereof by the Lessor, the new transferee shall be bound by the terms of this Lease Deed and the Lessees shall continue as the Lessee of the Leased Premises in terms of this Lease Deed. The Lessee shall pay rent and other charges payable under this Lease Deed to the new transferee as per the written instruction of the Lessor and if Lessee acts in accordance with such





written instructions, Lessee will be deemed to be fully in compliance with the terms of this Lease Deed.

12.4 ASSIGNMENT AND SUBLETTING

12.4.1 The Lessee is in the education activities and running various schools / education centers on its own and/or with the help of other institute/trust working in the same activities and the Lessor hereby assures and agrees that the Lessee shall be entitled to permit its other institute/trusts to use such facilities / leased premises. The Lessor has no-objection to the Lessee licensing / sub-letting the Leased Premises to its affiliates without its prior permission for the said purpose. Not withstanding grant of such License / sub-letting, the Lessee hereby agrees that it shall be responsible to the Lessor for all terms, payments, etc. pertaining to the Leased Premises, as mentioned in this deed, The Lessee shall take prior consent of the Lessor in writing for licensing the Premises to third parties for purpose other than the aforesaid business which consent shall not be unreasonably withheld by the Lessors.

13. INDEMNIFICATION

13.1 LESSEE INDEMNIFICATION

13.1.1 Notwithstanding anything to the contrary contained herein, the Lessee will Indemnify, defend and hold the Lessor, and its employees and agents, harmless from any and all losses or damage which the Lessor may sustain by reason of claims brought against the Lessor alleging bodily injury or death to any person or damage to property to the extent that such loss or damage is caused by (a) the gross negligence or willful misconduct of the Lessee, or its employees, or agents, in the use of the Leased Premises; or (b) the Lessee's default under the terms of this Deed, Nothing contained herein will require the Lessee to defend, indemnify or hold harmless the Lessor or its employees, and agents, for Losses or

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damages related to claims of bodily injury or death to any person or damage to property to the extent caused by the gross negligence of willful misconduct of the Lessor, or its employees or agents.

13.2 LESSOR INDEMNIFICATION

13.2.1 Notwithstanding anything to the contrary contained herein, the Lessor will indemnify, defend, and hold the Lessee, and its employees and agents, harmless from any and all loss or damage which the Lessee may sustain by reason of claims brought against the Lessee alleging bodily injury or death to any person or damage to property to the extent that such loss or damage in caused by (a) the negligence or willful misconduct of the Lessor, or its employees or agents, in connection with the Leased Premises; or (b) the Lessor's default under the terms of this Deed, Nothing contained herein will require the Lessor to defend, indemnify or hold harmless the Lessee, or its employees and agents, for losses or damages related to claims of bodily injury or death to any person or damage to property to the extent caused by the negligence or willful misconduct of the Lessee, or its, employees or agents.

14. FORCE MAJEURE AND DESTRUCTION OF LEASED PREMISES

- 14.1 None of the parties hereto shall be responsible for any delay or non-performance under this Deed which shall be due to any force majeure event such as without limitation, earthquakes, typhoons, floods, fires, strikes, riots, civil commotion, wars or warlike condition, restriction, change of laws, regulations, and all or any other cause of a like nature beyond the control of the parties (hereinafter referred to as 'Force Majeure Event'). The party which claims occurrence of a Force Majeure Event, shall as soon as possible notify the other party of the occurrence of such Force Majeure specifying details of the circumstances giving rise to the Force Majeure Event.
- 14.2 In the event the Leased Premises or any part thereof is destroyed or damaged by any Force Majeure Event Including earthquake, flood or any

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other natural calamity, or governmental action, to such an extent or degree that the Lessee is unable to continue its normal activities therein, or if the Leased Premises are rendered unfit for occupation for a continuous period of more than Sixty (60) days, then the Lessee shall have the option to terminate this Deed as from the date of such event. In the event the Lessee exercises such option to terminate this Deed, the Lessee shall not be liable to pay any Rent from the date of such event, and the Interest Free Refundable Security Deposit and all other amounts paid in advance by the Lessee, shall fall due immediately and be repaid in full by the Lessor to the Lessee without demur subject to clause 6 hereinabove.

- 14.3 In the event the Lessee does not exercise the option to terminate this Deed within Sixty (60) days of the expiry of Sixty (60) from the date of such damage or destruction, or in the event the Lessee is of the opinion that the damage is minor and the Leased Premises could remain fit for normal occupation, this Deed shall be deemed to continue and shall remain in force and the Lessee shall, at its own expense, and as speedily as circumstances permit, perform such rebuilding and repair as maybe necessary to restore the Leased Premises to its original condition. There shall, however, be a pro-rata abatement or Rent payable from the date of damage or destruction till the Leased Premises or the effected part of the Leased Premises, as applicable, is restored is restored to its former condition, apportioned on the basis of actual leasable areas being used by the Lessee.
- 14.3 In the event the Lessor falls to repair the Leased Premises as per clause 7.4.1, the Lessee shall have the option to carry out such repairs itself, and any expense incurred by the Lessee in this regard shall be adjusted against the Rent and other dues payable by the Lessee to the Lessor.
- 14.4 In the event the Leased Premises or any portion thereof are rendered uninhabitable or unusable or any of the utilities servicing the Leased





Premises or the common areas are interrupted so as to render the Leased Premises uninhabitable or unusable as a result of any act of omission or commission on the part of the Lessor and such uninhabitability or unsultability continues beyond a period of Sixty (60) consecutive days, the Lessee shall be entitled to suspend payment of Rent until such time as the Leased Premises are inhabitable or unusable. In the event such uninhabitability or unsuitability continues beyond a period of Sixty (60) consecutive day, the Lessee shall be entitled to immediately terminate this Deed.

15. **QUIET ENJOYMENT**

15.1 The Lessor undertakes that it will ensure quiet and peaceful enjoyment and possession of the leased Premises by the Lessee at all times through the Term. Further, the Lessor shall provide to the Lessee twenty-four hour un-interrupted access to the Leased Premises, seven days a week

16. NOTICES

16.1 Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if (i) delivered personally; (ii) sent by prepaid courier service, airmail or registered mail; (iii) sent by prepaid by facsimile or other similar means of electronic communication (with confirmed receipt) (iv) Registered Post Acknowledgement Due R.P.A.D in the case of notice to the Lessor, if addressed to it as follows:

If to the Lessor;

Shri. Shankar Nathu Kate

R/at: Nakshatra, Flat No. 17 & 18,

Vishwashanti Colony, Pimple Saudagar, Pune - 411027.

And in the case of notice to the Lessee, if addressed to it as follows:

CREATIVE EDUCATION SOCIETY

Add: 12/A, Motiram Park, Kothrud, Pune - 411 038.

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Where notice is issued by facsimile, a confirmatory copy shall be sent by prepaid courier service, airmail or registered mail dispatched not later than the following the day on which the notice is transmitted by facsimile.

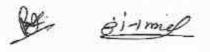
- 16.2 Where the notice is delivered; (i) personally, the same shall be deemed to have been received on the date of delivery; (ii) by fax, the same shall be deemed to have been delivered when the sender receives the confirmation of the transmission of the fax from the fax machine from which it is sent; (iii) by prepaid courier service, airmail or registered mail, the same shall be deemed to have been delivered within 3 days from the date of posting.
- 16.3 Any Party hereto may change any particulars of its address for notice by notice to the other in the manner aforesaid.

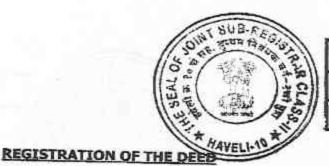
17. ENTIRETY AND SEVERABITLY

17.1 This Deed including the attached Schedule constitutes the entire agreement between the Lessor and the Lessee with respect to the Leased Premises and supersedes any other prior oral or written communication, representations or statements with respect to the transaction contemplated in this Deed. This Deed shall not be modified, altered or amended in any manner except by an agreement in writing executed by both parties. If a court finds any provision of this Deed to be invalid, the remainder of the Deed will be valid, enforceable and effective.

18. AUTHORITY AND FINANCIAL STRENGTH

18.1 Each Party represents and warrants to the other that it has full right and authority to enter into this Deed and by doing so violates no existing agreement or indenture to which it is a party or by which it is bound or affected. Each Party represents and warrants to the other that it has the financial wherewithal to perform its obligations under this Deed.





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19.1 The Parties each agree that any costs related to stamp duty and other registration charges applicable to the deed shall be borne by the Lessor and the Lessee equally, in the name of the Lessee, and the Lessor has reimbursed his half share of such amount to the Lessee. The Lessee shall register this Deed with the office of the sub-Registrar, Haveli, and the Lessors shall provide all cooperation in this regard as requested by the Lessee and for procuring the approval of all applicable authorities contemplated under this Deed.

20. DISPUTE AND RESOLUTION

19.

20.1 Any dispute arising out of this deed shall be governed by and construed in accordance with the laws of India. The courts of Pune shall have exclusive jurisdiction. Any difference, dispute, controversy or claim which may arise between the parties hereto out of or in relations to or in connection herewith, or its breach, termination, effect, validity interpretation or application shall be settled by the parties, in the first instance, by mutual negotiations and agreement. If, for any reason, such dispute cannot be so resolved, the same shall be settled in accordance with the laws of India.

21. OTHER REMEDIES

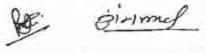
21.1 Any and all remedies herein expressly conferred upon the parties will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy.

22. GOVERNING LAW

22.1 This Deed shall be governed and construed in accordance with the laws of the Republic of India.

23. COUNTERPARTS

23.1 This Deed is executed in one original. The photo copy shall be retained by the Lessor.





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24. RELATIONSHIP BETWEEN THE PART

24.1 Nothing in this Deed shall be construed as creating a partnership or joint venture between the Lessee and the Lessor. Neither party will be deemed to be an agent of the other party as a result of any act under or related to this Deed, and will not in any way pledge the other party's credit or incur any obligation on behalf of the other party.

25. **DEFINITIONS**

25.1 Any terms defined in this Deed shall have the meanings assigned to them in this Deed.

26. LEGAL FEES

26.1 Notwithstanding the above, each party shall bear their own legal costs with regard to this Deed.

SCHEDULE DESCRIPTION OF THE LEASED PREMISES ABOVE REFERRED TO

All that piece and parcel of immovable property bearing Survey No. 160/2/1, 159/1, 160/1, having corresponding City Survey No. 1231 (p), 1232 (p), out of which some area has been acquired for road by the Government/ Municipal Corporation and after deducting the acquired area the remaining area is about 20,000 sq. ft. lying being and situated at village Pimple Saudagar, Taluka – Havell, Dist- Pune along with construction admeasuring 946.5 sq mtrs Built up (Parking admeasuring 511.90 sq mtrs + Stilt Floor admeasuring 434.60 sq mtrs) standing thereupon and within the limits of Pimpri Chinchwad Municipal Corporation and within Registration of Sub-District of Havell and Registration District of Pune and being bounded on its four sides as under:-

On or towards East

: By S/NO. 159

On or towards South

: By plot owned kate shankar under road

acquisition highway

On or towards West

: By Nala

On or towards North

: By DP ROAD (P.C.M.C.) 60 ft Road

& sinony

hereto have set their hands and

IN WITNESS WHEREOF

seal to these presents on the day, month and year first above written.





Sidmes (SHRI. SHANKAR NATHU KATE) (LESSOR)

For CREATIVE EDUCATION SOCIETY





(MR. PRASHANT MADHAV DANI) **Trustee and Secretary** / Authorised Signatory (LESSEE)

WITNESSES:

1. Sign

Name

Add:

2. Sign

Name Add:

- 33 -

पिंपरी चिंचवड महानगरपालिका, पिंपरी - ४११ ०१८.

(यापुढील पत्र व्यवहारात खालील क्रमांक व दिनांक यांचा उल्लेख करावा.) (जागञ्या वा इमारतीच्या कायदेशीर मालकी हक्कांचे संदर्भ लक्षात न घेता अर्जदारास हे संमतीपत्र देण्ड्रीत

(कमेन्समेंट सर्टिफिकेट)

- बांधकाम चालू करणेकरिता दाखला --

सद्दर बांधकान चाल् करण्याचा दाखला आणि बांधकामाचे संमतीयत्र महाराष्ट्र प्रावेशिक व नगररवना अधिनियम, सन १९६६ वी कलमे ४५ यातील तरलुटीप्रमाणे अतीवर देण्यात येत आहे आणि मुंबई महानगरपालिका अधिनियम १९४९ वी कलमे (संवशन्त) २५३ व २५४ यातील सन्त्रीप्रमाणे खालील अतीवर देण्यात येत आहे.

पिंपरी विंचवड महानगरपालिका,

पिंपरी - ४१९ ०९८.

क्रमाक - बी.पी./ सिंबे और गार/ ४६ /२०१०

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दिनांक: 9८/ 97 /२०९०

भी./भीमती/म. संक्रार मात्रू कार व उत्तर

प्रमुख से भी. जोजिन होसले प्रमुख से महार

ा. शहर अभियंता,

विंवरी विंवरड महानगरपालिका यांजकहून -

-) सोबतच्या नवीन दुरुस्त नकाशास दाखविल्वाप्रमाणे काम केले पाहिजे.
- संकल्पित बांधकाम रस्त्याच्या प्रमाण रेवेत येत असल्यास महानगरपासिकेचे अधिकारी सांगतील त्या वेळी सदर काम स्वखर्वाने आणि विनतकार काढ्रुप टाकले पाहिजे.
- जोत्यापर्यंत काम आल्यानंतर सेट-बॅक नगर नियोजन कार्यालयाकडून तपासून ब्यावेत. त्याशिवाय जोत्यावरील काम सुरु करु नटे.
- को सोवतच्या नकाशावर मागे लिहिलेल्या /अर्टीवर हे संमती पत्र देण्यात येत आहे.
- ज्या प्लॉटवर नवीन इमास्त बांधकाम करण्यात आले आहे. त्या इमास्तीचे कंप्लीशन सर्टिफिकेट मागण्यापूर्वी प्रत्येक मालकाने इमास्तीसमोर कंपाऊंड वॉलच्या आत व बाहेर झाडे लावून ती व्यवस्थित वाढविण्याच्या दृष्टीने योग्य ती व्यवस्था, खबरदारी ध्यावी त्याशिवाय कंप्लीशन सर्टिफिकेट मिळणार नाही. सस्त्यावरील झाडांना जरूर ते संस्क्रण कुंपण अर्जदाराने करावयाचे आहे. तसेच महानगरपालिकेच्या प्रचलित नियमानुसार योग्य ती अनामत रक्कम कोषागारात परणे बंधनकारक आहे.
- इनारतीचे कंप्लीशन सर्टिफिकेट देताना रस्त्यावरील व आतील बाजूस टाकण्यात आलेले इमारतीचा राडारोडा उचलून जागा साफ केल्याशियाय अजांधा विचार केला जाणार नाही.
- भवीन बांब्काम सुक्त करताना संबंधित जागेमध्ये झाडे असल्यास ती ट्री ॲथॉरिटीची पूर्वपरवानगी घेतल्याशिवाय तोडू नयेत अन्यथा कायदेशीर कारवाई करण्यात येते, याची नोंद घ्याबी.
- ८) आपण संबंधित बांधकाम हे मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ व महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ मधील तरस्तृतीया मंग करून सक्षम अधिकाऱ्याची पूर्व परवानगी न वेता सुरू केल्याबद्धल/तसेच इकदील मंजूर नकाशाप्रमाण बांधकाम न करता त्यात बदल व फेरफार करून या बांधकामाचे सुधारित नकाशात पूर्व परवानगी न वेता बांधकाम केल्याबद्धल इमारतीचे भोगवदा पश्रक न वेता बांधकाम केल्याबद्धल आपणाविक्रव्य वरील विधनानुसार बंढात्मक कार्यबाही करण्याचा पि. थि. म.न.पा. चा हक्क राखून देवला आहे.
- ६) बांधकान साहित्य अथवा जुन्या बांधकामाचा निवालेला राजारोडा तार्वजनिक रस्त्यावर अथवा कोणताही अडथळा येणार नाही अशा दिकाणी ठेवावा जर हे साहित्य अशा ठिकाणी ठेवल्याचे आढळल्यास त्यासाठी सुधारित विकास नियंत्रण नियमावलीनुसार निवासी वापरासाठी रु. २५/ - व वाणिज्य वापरासाठी रु. ५०/ - प्रति चौ. प्रमाणे प्रति सक्षाहांसाठी रुंड आकारण्यात येइल.

. २४) जोगंबरील एम एस ई की भी लाईन (होष्ट कृत्रें) विकसकावर क्रेयनकारक असे राहिल स्वकेरी जोते नपासनी दाखना विद्या आमार नाहीः

- १०) आपल्या हमारतीचे सांडपाणी नलिका म.न.पा. ड्रेनेज नलिकेला मालकाने स्वखर्याने जोडावयास ह्यी.
- ११) भूखंडधारकाने, प्रमोर्टर / बिल्डरने अथवा प्रकल्प बांधकाम करणाऱ्या ठेकेदाराने पूर्णत्वाचा दाखला धेणेपूर्वी नियोजित निवासी/ थ्यापारी गाळे धारकांच्या यापुढे येणाऱ्या कोणस्याही तळारीस भ.न.पा. जंबाबदार राहणार नाही. असे प्रतिज्ञापत्र (स्पेशल एक्झिक्युटिय्ह मॅजिस्ट्रेट यांचे स्वाक्षरीचे) म.न.पा. कडे सादर करावे. पाणी पुरवठा, जलनि:सारण, उद्यान, अग्निशामक व आरोग्य विभागाचा ना हरकत दाखला इकडे सादर करावा.
- १२) इमारतीच्या तळमजल्यावर गाळेघारकाच्या नांडे दशीयेलेली प्रपालपेटी (Letter Box) सुयोग्य ठिकाणी वसविणे बंधनकारक राहील त्याखेरीज इमारतीथा भाग अथवा पूर्णत्याचा दाखला दिला जाणार नाही.
- १३) विकास आराखक्य तील रस्ता रुंदीने बाबीत क्षेत्र नियमानुसार महामगरपालिकेच्या ताब्यात देणे बंधनकारक आहे.
- १४) इमारतीच्या सलोह काँक्रीट (आर.सी.सी.) कामाच्या सर्व बाजूकरिता आधार व आकारासाठी लाकडाचा वापर करू नये. त्यासाठी लोखंडी आधाराया वापर करणे बंधनकारक राहील.
- १५) इंडियन सो. ऑफ स्ट्रक्चरल इंजिनिअर्स पुणे ३०. या संस्थेकडील भान्यताप्राप्त दर्जाच्या स्ट्रक्चरल इंजिनिअर्सची इमारतीच्या कामासाठी नेमणूक करण्यात यावी, तसेच सदश्ये काम स्वीकारल्या बाबतचे स्ट्रवयरल इंजिनिअर्स यांचे पत्र या विभागाकडे सादर करणे आवश्यक आहे. सदरघे पत्र सादर केल्याशियाय इमारतीच्या बांधकामास सुरुवात करू नये.
- १६) मुखंडाच्या संबंधित सहामाही अखेरचा कर भरल्याचा करसंकलन विभाग म.न.पा. यांचेकडील दाखला /पावती सादर केल्याशिवाय बांचकाम चालू करू नये.
- १७) मंजूर रेखांकनातील खुली जागा विकास नियंत्रण नियमावलीप्रमाणे नियम क्र. १९.३.१.५. नुसार तरतुवी अधिन विकसीत करणे बंधनकारक आहे. त्याशिवाय भाग अधवा पूर्णत्वाचा दाखला दिला जाणार नाही.
- १८) विकास आराखडयातील रस्ता रुंदीने बाधित क्षेत्र नियमानुसार महापालिकेच्या ताब्यात देणे बंधनकारक आहे. रस्ता संदीने बाधीत क्षेत्र म.न.पा. चे नावे लावून तसा सुधारित मालमतापत्रक व मोजणी नकाशा, माग अथवा पूर्ण भोगवटापत्रक घेणेपूर्वी या कार्यालयानु सादर करणे आवश्यक आहे. याबाबत मनपाचे भूमी-जिंदगी विभागाचा ना हरकत दाखला सादर करणे बंधनकारक आहे. तरे सदरहू रस्ता रुदिने बाधित क्षेत्राचे खडीनुरमीकरण महापालिकच्या विनिदेशाप्रमाणे अर्जदार स्वतः खर्चाने करणार अथवा महानगरपालिकेच्या त्यावेळेच्या प्रचलित दराने खडीमुरुमीळरण खर्च भरणे आवश्यक आहे.
- १९) प्रस्तुत प्रकरणातील जानेचा मोजणी नकाशा बहिवाटीनुसार असून जानेच्या हृद्दीबाबत वाद निर्माण झालेस न.म.पा. जहाबदार राहणार नाही. नगरभुमापन कार्यालयाकडील सुधारित मोजणी नकाशा /य मालमत्ता पत्रक सादर केल्याशिवाद बांधकामास भाग अथवा पूर्णत्याचा दाखंला देण्यात येणार माही.
- २०) प्रस्तुत प्रकरणातील **पुखंडाचे एकत्रिकरण नगर भूमा**पन कार्यालयाकडून बैक्जन, त्यात्रमाणे मुखारीत मालमतापत्रक व मोजणी नकाशा भौगवटापत्रक घेण्यापूर्वी या विभागाला सादर करणे आदश्यक आहे.
- २१) ३०० चौ. मी, व वरील क्षेत्राचे भूखंडावरील इमारतींसाठी (वाटवस्ती क्षेत्र वगळून) रेन वॉटर हावेंस्टींन व्यवस्था करणे बंधनकारक
- २२) भूखंडालगतचे पोहोच एत्ता व आसपासचे क्षेत्रातील पाण्याचा निचरा होणे सार्वजनिक आरोन्याचे दृष्टीने आवश्यक आहे. त्यासाठी विकास नियंत्रण नियमावलीतील नियम क्र. ९.९ नुसार ती उपाय योजना करण्याची सर्वस्वी जबाबदारी विकसक/अर्जदार यांचेवर राहील. अशाप्रकारे पावसाळी पाण्याचा नैसर्गिकरित्या निधरा होण्यास कोणत्याही प्रकारे बाधा येणार नाही. याबाबतची योग्य ती खबरदारी बेणे विकसक /अर्जदार यश्चिवर बंधनकारक राष्ट्रील. यावायत संबंधित गाळेबारक राष्ट्रवासी यांची कोणत्याही प्रकारे तळ / हरकत निर्माण झाल्यास त्यांचे संपुर्णतः निराकश्ण करण्याची जबाबदारी विकसक / अर्जदार यांचेवर राहील. त्याची म.न.पा कोणत्याही प्रकारे तोबीस लागू देणार नाही. या अटीवर सदरहू बांधकाम चालू करण्याचे संमती एत्र मंजूर करण्यात येत आहे.

२३) साईटवर सहणाऱ्या सर्व **बांधका**म मजूरांसाठी स्वच्छा पिण्याचे पाणी व स्वच्छतागृहांची सोय उप<u>ल</u>च्च करणे विकसकांवर बंधनकारक २४) विकास नियंत्रण नियमावली ल्या क्रांकिये सेहा-नार्व क्रेस्कांस ठी विना मोबदला उपलब्ध क्सन २०१३ अभियंता, करें। त Sanjeev. Bho: पिंप्री चिंचवड महानगरपालिका, ा. शहर अधियंश Reg. No. CA/92/14809

री असे.

प्रत माहितीताठी :-_१) मा. जिल्हाधिकारा, पुण जिल्हा आर. बी. (पुणे) माहितीसाठी TRUE COPY

सहा. मंडलाधिकारी, पिंपरी विंचवड नहानगरपालिका, ग.न.पा./पिंपरी वाधेरे/पिंपरीनगर/विंचवड/भोसरी कासारवाडी/आकुर्डी/निगडी/प्राधिकरण/सांगवी/पिंपळे गुरव/पिंपळे निलख/पिंपळे सींदागर/वाकड रावेत / रहाटणी / शैरमांव यांना माहिती य पुढील कार्यवाहीसाठी

पिपरी - ४११ ०१८. 2

करसंकलन विभाग, मुख्य कार्यालय

trchitect

Sanjeev Rhosale Reg. No. CA/92/14809 Sanjeev Bhosale B.Arch., A.I.I.A., A.I.I.V.



21" Dec 2012

Project: - Proposed school scheme, on C.T.S No. 1331, 1332, Survey No. 159,160, Pimple Saudagar, Pune-411033.

Owner: - Mr. Shankar Nathu Kate.

CERTIFICATE

To whomsoever it may concern

This is to certify that construction on C.T.S. No. 1331, 1332, Survey No. 159,160, Pimple Saudagar, Pune-411033, has been completed up to Parking 511.90 sq.mt. + Still Floor 434.60 sq.mt. as per P.C.M.C. sanction plan.

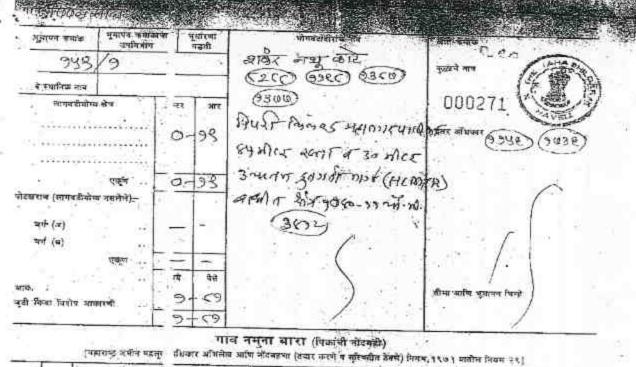
Yours Sincerely,

Architect
Sanjeev Bhosale
Seg. No. GA|92/14805

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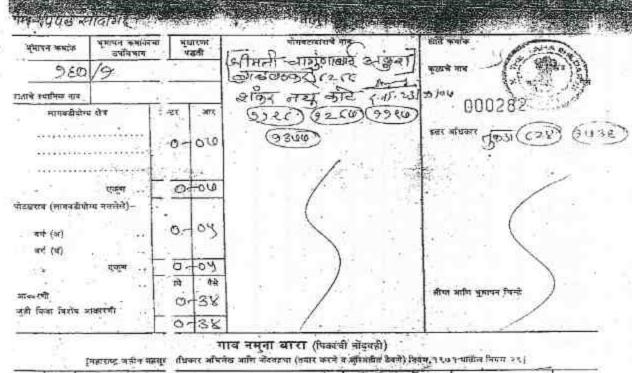
Regd.No.: CA / 92 / 14809 Govt, Regd.Valuer : 749/09-10 Monot Market, Ashok Theatre Compound, Pimpri, Pune - 411 0172 Tel.: 2741 0181 Mob.: 98220 33636 E-mail: spotdesigner@redfirmail.com / opotdesigner@gmail.com/* Web Site: www.cspotconsultaria.com



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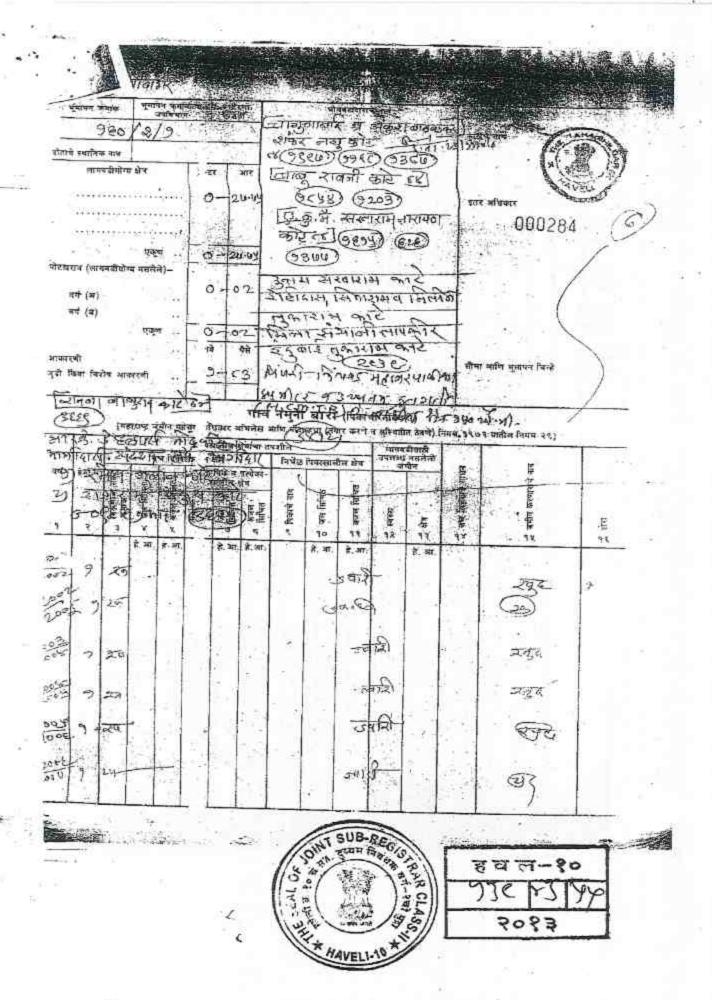


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बावले:- १ श्री, शकर नेथु काटे, रा. पिया नेश क्यार ना. हपेली. जि. पुणे याचा दि.३५/०४/२०५२ रोजी कार्ज.

२) मा आयुक्त पुर्णे विभाग यांचेक विज्ञां श्रीस्थक क्रमांक भह- २/जमीन /आरआर/७७२/०३ दिनोक २२/९/२००३

(३) विषरी चिववड महानगरपालिका योगेकडोल कमिनसमेंट सर्टिफिकेट क. बी.पी. / पिंपळे सीदानप/४६/२०१०, दि.१८/१९/२०१८

४) महासार्ट्र शासन, पर्यावरण विमास पातिकृष्ठींस पत्र के इएनकी २०१०/ प्र.क.१४४/ ता.क. १६/दे ५/०२/२०११

५) शासन् परिपत्रकं क.नाजक २२१९/ इ.क.५३८/ नाजकधा २ दि.०७/०६/२०९९

() वनसंरक्षक पुणे वनविभाग, पुणे यांचकडील क्र.कहान्।/जमान/१९५/२००९-१०, वि.९४ में, २००५

ण) महाराष्ट्र जिमन सहसूत अधिनियम १९६६ चै कलम ४४



जिल्ह्याधिकापी कार्यात्म्य पुणे महजूल शाखा क. प्रमह/NA/SR/२७७/२०१२ पुणे, दिसांका-१४/१२/२०१२

विषयः मोणे पिपारे स्विक्षमंद्रः ता ह्येसी, जि. पुणे येथील स.न. १५९/५ म भद्दण्डे/५ मुखिल नेप्रपृष्टि ६४ थी.मी. पैकी रख्याखालील ४२ ०० ची.मी वजा जाता खेडीक मेळ १४९१६ हर ची. मी. क्षेत्रास वेजीवक (शैकणिक) प्रवास्त्रवाध महाराष्ट्र जीगन महसूल अधिनियम १९६६ चे कलम ४४ मुसार अकृषिक परवानगी मिळणेबाबत...

अदिश.

्रेस प्रमुख्य नथ् कोटं रा. पिएळ बार्ड्स्ट्रुका, हयेली, जि. पुणे यानी या शायांलयक है दिनांक ३५/०४/३०५३ रोजी अर्ज दाखल करन जीने पिएछ मोदागर ना. हयेली, जि. पुणे येथील स.न. १५६/१ व १६८/३४३ मझील १४५३,६४ चौ. मी. पुकी लुक्सवालील १३-०० चौ.मी वजी जाल उयेरीत सेंच १४५३,६४ चौ. पी. दोजांक चर्गणज्य (शेर्ड्सणक) प्रयोजनाय महाराष्ट्र जीमन महसूल अधिनियम १९६६ चै जलम ४४ नुसार अकृषिक पर्यानगी निक्रणेकारी बिनोर्स केलेली आहे.

विषयांकीत क्षेत्रावर पिपरी शिवनंद मुहानुमस्क्रिका यांनी क्र. यी.पी./पिपळे सीदागर/४६/ २०१० हि.१८/५५/२०१० अन्वये बाधकाम नुमाहरू भंजूर केलले आहेत.

मीजे पिंपळे साँदागर, ता. हवेली, किंन्कुण वेद्यात अमीन खालीलप्रमाणे हक्कनोंदणील दाखल आहे.

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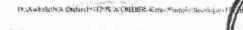


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अर्जदार यानी अर्जासीवत सादर केलेसे सर्व हक्क्फ्रोंट छटार, वन विभागाकिक राखीव वनाची पादी, तहसिलदार हवेली याचा रथकपाइणी अहवात व कार्यहासारील अंतिनेशन रिजस्टर मधील नौंदी यावष्ठन असे दिसून येते की:

- विषयांकीत जिमनी अर्जदार यांच्या खुद मानुकीत्मा आहेत.
- विषयांकीत नियोजनामधील जिमनीबादत अंजिनेसन र्गजरटर पहाला सदर जमीन कोणत्माही दतनाची दिसून येत नाही.
- वनसरक्षम पुणे वनिवास पुणे यांचेकडील क. कक्ष-६/ जमीन/११५/२००९-१० दि.१४ मे. २००९ नुसार या कार्यालयास पाकविलेल्या राखीव वनाची यादी व सीडी यावरुन सदर जमीन ही धन जमिन नाडी.
- ४. तहसिलदार हवेली यांचेकडील क्र.बिनशेती/कावि/१२६/११. दि.१८/०१/२०५१ रोजीच्या स्थलपाहणी दाखल्यावरुन प्रस्तावित क्षेत्रामध्ये परवाससी प्रविन्यांक्यम हेत्त्रेले नार्वे.
- ५. तहसिल्ह्या हुँ से सार्थक अल विनाम नर्थ प्रश्निकान से प्रतिकार एक विनाम निर्माण से प्रतिकार के प्राप्ति के सार्थित से सार्थित से
- 6. नागरी जिमन (क्रमाल धारणा व विनिध्य) क्षिष्टिनयम, १९७६ जिरसित करण्यात येऊन शासनाने नागरी जमीन (क्रमाल धारणा व विनिध्यम) निरसन अधिनियम, १९९५ दिनांक २९/११/२००९ पासुन स्विकृत केलेला आहे. शासनाचे नगरिक्कास दिभागाकडील पत्र क्षानाजक-१०(२००८) /ग्र.क.१ / ३००८/नाप्रकथा-१, दिनांक ०१मार्च, २००८ अन्वयं कलम १०(३)/१०(५)/२० व २९ अंतर्गत करण्यात आलेली कार्यवाही वगळवा अन्य क्षानातांत इपलेंड्या कार्यवाहीबाबद का ज क धाः अधिनिध्यातंत्री परवानगी आर्थश्यकता नाही. तथापि, ख्रेष्ट्रीन धारकाकडून/ विकासकाकडून विकी अथवा विकसन परवानगी मार्गीतलेल्या मिळकती सद्भाव गिरसन अधिनिध्याच्या सर्वेशत कलमांतर्गत कार्यवाही झालेली नाही, या आश्याचे शपथपत्र च बधपत्र रु.३००/- चे स्टॅम्पपेपरवर घेण्यात येऊन जिस्तीचे इस्लाखस्य व दिकसनास परवानगी झेण्यात यावी अशा सुचना विलेल्या आहेत.

त्यानुसार अर्जदार यांनी विश्वित जमुज्यातील श्रमध्यत्र व बंधपत्र रु.३००/- ये स्टॅम्पगेपरवर दिनांक २२/१७/२०१२ रोजी सावर केलेले और. सावर केलेल्या श्राध्यपत्र व बंधपत्रानुसार





विषयांकित जमीन मौजे पिंपळे सीदागर, ता. हैवेली, जि. पुणे येथील से.नं. १५९/१ व १६०/२/१ या मिळकतीबायत विवरणपत्र दाखल केलें नसून त्यामधील क्षेत्रे अतिरिक्त होत नसल्याचे प्रतिज्ञापीत केलेले आहे.

प्रस्तुत निळकतीबाबत युएलसी अग्रयद्वातंगीत अर्जवार यांनी विवरणपत्र दाखल केले होते काय? तसेच कलम १० (३), १० (५) अन्वयं कार्यवाही केलेल्या यादीमध्ये तसेच कलम २० अन्वयं सुद दिलेल्या, कलम २१ खालील योजनांचे यादीत शदर जिम्मीचा समावंश आहे काय? तसेच प्रकरणामध्ये कलम ८ (४) अन्वयं निर्णय होऊन खालेखित क्षेत्र निर्णय होचेल केले असलेख सदरचे प्रकरणामध्ये कलम ८ (४) अन्वयं निर्णय होऊन खालेखित क्षेत्र निर्णय होचेल केले असलेख सदरचे प्रकरणा आपत्या, कार्यालयामध्ये उपलब्ध आहे काय? यात्रकाची गाहिती २० दिवसमध्ये सादर करणेबावत युएलसी कार्यालयास पत्र क. पगहरंपनए/एचाआए/अडप/१२, दिवस्त्रकायस पाठवृत्र अन्ययं कळदिणेत आलेले अतेते, तथापी साम्रास्थतीमध्ये सदरचे पत्र युएलसी कार्यालयास पाठवृत्र विवस्त्राचित्र आधिक कार्याक्यी हाराज्यी स्वयतिमध्ये सदरचे पत्र युएलसी कार्यालयास पाठवृत्र विवस्त्राचित्र आधिक कार्याक्यी हाराज्यी स्वयतिमध्ये सदरचे पत्र अपिप्राय प्राप्त झालेला नाही. व्ययति साम्राह्म कार्यालयाचे व्यवत्राचित्र प्राप्त झालेला नाही. व्ययति साम्राह्म हाराज्याचे व्यवत्रकाच प्राप्त कार्याची कार्यालयाचे साम्राह्म प्राप्त हाराज्य प्राप्त कार्याची कार्यालयाचे साम्राह्म प्राप्त कार्याची कार्यालयाचे साम्राह्म प्राप्त कार्याची कार्याच कार्याची कार्याच कार्याची कार्याच प्राप्त कार्याच प्राप्त कार्याची वार्याच प्राप्त कार्याची कार्याच प्राप्त प

शासनाचे नगर विकास विभागाने पत्र क्र.नाजक २२९९/प्र.क.९३८/नाजकघा-२, दिनांक २७/०१/२०९१ तुसार ज्या प्रकरणी युएलती कायदा कला १०(३), १०(६) नसार कार्यवाही आलेली लाही क्रमार केर्या प्रकरणी युएलसी कामरी समुहाकदुक अभिप्राय अथदा ना हरकत केर्याची क्रमारी समुहाकदुक अभिप्राय अथदा ना हरकत केर्याची क्रमार्थक नसल्याचे स्पष्ट केर्ज ओहे.

तसेखें सदर जमिनीबाबत युएलंसी किडील दिसक 63 में, 2099 रोजींचे प्राप्त झालेली यादी व शास्त्रमध्या नगर विकास विभागकडोड़ा दिसाक छ जुन, २०११ रोजींचे प्रत्यनुसार, सीओकडीकडील पत्रे, 30 संदिग्ध प्रकरणांची वादी व बनावंट/बोनस आदेशांची यादी पहता विष्णांकित जमीनीचा त्यामध्ये समावेश बाही

मा. विभागीय आयुक्त, पुणे विभाग, पुणे सांचेकडील परिषत्रक क्रमांक मह-२/जमीन /जनरल / आरआर/७७२/२००३, दिनांक २२/९/२००३ मधील तरसुदीनुसार विहीत नमुन्यात अजंदार यांनी प्रतिज्ञापत्र व क्षतियत्र दाखल केले आहे. सदद-प्रतिज्ञापत्रात विषयांकित जमिनीचे बाबल खालील नमुद केलेल्या कोणत्याही कायदयाच्या तरसुदीचा संग्र झालेला नाही असे दिशद केले आहे.

१. मुंबई कुळ वहियाट व शेतजगीन अधिनियम, १९४८.

२. महाराष्ट्र जमीन महसूत अधिनियम प्रश्रहः

विकास होत जमीन (जमीन धारणेची कमाल नर्यादा) अधिनियम, १९७६.





- ४. इनाम जमीनी खालसा करण्यासाठीये निर्गमित केलेल दिविध कायरे
- ५. पुंबई पुरुष्ठे पाडण्यास प्रतिबंध करणे व जमीन एकतिकरण करेंगे अधिनियम, १९४७
- ६. महाराष्ट्र खापागी यने संपादन अधिनियम, १९७५
- महाराष्ट्र अनुसूचित जमातीच्या जीमेनी प्रत्यापित करणे अधिक्रियमः १९७४.
- ८. नागरी जमीन कमाल घारणा अधिनियम, १५७६
- ९. महाराष्ट्र प्रकल्पबाधित व्यक्तिचे पुनर्वसन् अधिनियम्, १९८६.

उपरोक्त नभुद कायदयातील तरतुर्दीचा भंग होता नशल्याचे तसीव विषयांकीत जभिन वर्ग २ पैकी नसलेचे प्रतिज्ञापत्रात नमुद केलेले आहे.

अर्जदार यांनी नियोजनामधील समाविष्ट क्रिकेव्या स.नं. १५९/१ व १६०/३/१ मधील अनुडोय १४१९.६४ ची. मी. शैक्षणिक या दाणिज्य क्षेत्रासामी लस्यू असरील्या रु. ०.९६ पैसे प्रती द्या. मी. दरान आपाऊ वार्षिक आकारणी एककम रुपये १३५५/- क क्यांतरील कर र. रु. ६७७५/- अशी एकुण रु. ८१३०/- इतकी एककम दिनांक ०३/१२/२०१२ रोजी शासनास जमा केलेली आहे. तसेच अर्जदार यांनी सदर अकृषिक क्षेत्राची भौजणी करणेकामी नगर भू-मापन अधिकारी, पिंपरी विचयह यांचेकडे एककम रु.१२,०००/- इतकी एककम दि.०३/१२/२०१२ रोजी जमा केलेली आहे.

प्रस्तुत जमिनीवरील नियोजित बांघकाम आराखडे पिपरी विवयह महानगरपालिका यांनी क बी.पी./पिपळे सीदागर/४६/२०१०, दि.१८/९१/२०१० अन्वये मंजूर केलेले आहेत. त्यानुसार सदर बांघकाम पुरु करण्याचा दाखला (कमेन्समेंट खेटिक्केंट) दिलेला आहे.

वरील वेश्लुस्थितीचा विचाराल घेता. अर्घेद्धार है वाशिष्टर प्रयोजनार्थ वापरासाठी अकृषिक परवानगी देण्यास पात्र आहेत. सबब, महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम ४४ व त्याखालील निवमानुसार मला प्रदान करणेत आलेल्या शक्तीनुसार मी. विकास देशमुख, जिल्हाधिकारी, पुणे, अर्जदार, श्री. शंकर नथू काटे, रा. पिंग्रहें सौद्धार, ला. हवेली, जि. पुणे वांना खालील नमुद जमीनीच्या १४५३.६४ थी.मी. पैकी रस्त्याखालील ४२.०० ची.मी वजा जाता उवंशीत क्षेत्र १४३९६४ थी. मी. क्षेत्रास वाणिज्य (शिक्षणिक) प्रयोजनासाठी खुरलील अटी च श्रुतीवर अकृषिक परवानगी देत आहे.

विनशेती मंजर करावसाच्या जमिनीचे वर्णन

अ.क.	गावाचे नाव	तपशील	क्षेत्र (चौरस मीटर)
15	गाजे पिंपळे	अर्जदार यांनी रेखांकन नकाशात समाविष्ट केलेले क्षेत्र	१४५३.६४ घो. मी.
3	सौदागर, ता.	(-) सेंड सेंट -वेंक (रोड वाईडीग)	४२.०० ची. मी.
3	हवेली, जि. पुणे	बिनशेती करावंदाचे निव्यक क्षेत्र	१४१९.६४ ची. मी.
8	स.न. १५९/१ व १६७/३/१	बिनशेली वापराचे प्रयोजन	चाणिज्य (शैक्षणिक)





अरी व शर्ती

- सदरमी गर्बाचरी महाचाद्र जमीन महसुल अधिनियम १९६६ व त्याखालील नियमान्वये देणेत येत
 आहे.
- २. सदर नियातनस्पर्धील अकृषिक परवानगीचे एकुण १४५३.६४ ची. गी. इतके होत आहे. तथापी या ठिकासी भविष्यात नव्याने क्षेत्र समाविष्ट करून या जागेवर २०,००० ची. मी. पेक्षा जास्त बाधकाम केशतवाचे झात्यास पर्यावरण विभागाचा ना हरकत दाखला धेणे अर्जदार याचेवर बंधनकारक राहील.
 - अर्जदार यांनी जमीतीया वापर त्यावरील इमारतीसङ्ख्या कारणासाठी दिला आहे त्या कारणासाठीच करावा अगिनीया वापर अन्य कारणासाठी जिल्हाविकारी यांचे परवानगी शिवाव कर नये.
 - जमीनीया अकृषिक बाधर या आदेशाचे विनाकांगासून सुरु झाला असे समजणेत येत आहे.
 - अस्तिवित् अकृषिक वापर आवेशाएवींचं पुरु करोते निवर्शनास आलेस अर्जदार महाराष्ट्र जमीन अर्थभूत अधिरिक्षा अर्थन ने कलम ४५ मुबीक तस्तुवीनुसार कारवाईस पात्र राहतील.
 - द्धक्रिकी सिम्बद्ध महारागरपानिका सांगी का बी.पी.रागपळ सांदागर/४६/२०१०, दि.१८/१९/२०१० जैन्यमा ५०१६ केलेल्या वेबकान / इमारत वेकाशाप्रमाणे अर्जदार वानी बांधकाम केले पाहिजे व त्यामध्ये कोणत्याही प्रकारक केरबदल सहस्तु प्राविका यांच्या प्रकाननी शिवाय कर नवे.
 - ७ परतावासोबत नगर मुगापन आंधेकारी पिंग्रेरी चिववड यांचेकडील ता./मो.ए.न.३०६८ व ३०६९ दि.२२/०५/२००६ अन्यये केलेल्या वित्यादीने मोजणी नकाशातील हदीच्या अधिन राहुन सदरची भेजूरी देखेत ग्रेत आहे. विषयाधीन जिम्हीच्या परिवादीये /हसेबं अनुषंपाने काही चाद/स्वायालयीन खंद प्रमुख्यास रपाची- सर्वरची जवाववारी कर्णहार / मालक ग्रांची ग्रांदील, प्रकरणी सादर श्रीकणी चकाणाव्याद क्रीणत्याही प्रकारची वाद निर्धाण साल्यास अशा प्रकरणी परवानगी आदेश आधीआप रह समजण्यात ग्रेहेल.
- 4. नागरी कमाल जमीन धारणा अधिनियम १९७६ अंतर्गत अतिरिक्त ठरविणेत आलेली तसेव बोगस प्रकरणोची याँदी / सी. डी. इ. माहिती ही पिंपरी चिंचवड महानगरपालिका यांच्या कार्यालयाट उपलब्ध आहे. सदर माहितीच्या आधि चूडताळणी करुन बांचकाम नकाशे पिंपरी चिंचवड महानगरपालिका थांनी मंजूर केलेले आहेत, असे गृहीत धरुन प्रस्तुतची अकृषिक प्रतानगी देण्यात येत आहे.
- १. अधिसूचित नैसर्गिक नाले /नदी ही प्रस्तुतच्या क्षेत्रामधून गेलेली आहे किंवा नाही याबदलची खातरजमा पिंपरी विचयड महानगरपालिका यांचे स्तरावश्चन करून सदरचे रेखांकन/ बांचकाम नामाशांना मंजूरी दिलेली असल्याचे गृहींने व्रस्थ्यात येकन सदरची प्रवानगी देजेत येत आहे.





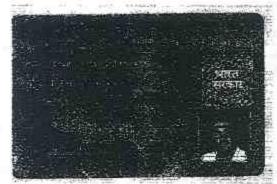
- १०. संरक्षण विभागासाठी वर्क्स ऑफ डिफेन्स ॲवट १९०३ अन्तर्थ-बार्षित होणान्य क्षेत्रामध्ये सदरच्या सर्व्हें क्रमांकाचा समावेश नसल्याची खात्री करूनच पिक्सी विश्ववड महानगरपालिकेने त्यांच्या स्तरावरून करून बांधकाम नकाश मंजूर केले असंख्यादे गृहीत घरण्यात येऊन सदस्की अकृषिक परवानगी देण्यात येत आहे.
 - ११. अर्जदार यांनी प्रस्ताबित केलेल्या क्षेत्राबाबत वाणिन्य प्रयोजनासाठी च.०.९६ पॅसे प्रती भी. मी या दराने अकृषिक सारा शासनास मरावा. सदस्यी आक्रारणी ही वात्पुरत्या स्वरुपाची असून, दिनांक १/८/२००६ पासून सुधारीत दर-अभिनत आहेत्यानंतर त्यानुसार फरकाची रक्कम शासनास जमा करणे अर्जदार यांचेवर बंधनकप्रारक रोहील.
 - ९२ अर्जदार यांनी विषयांकीत जागेची मोजणी करमीकामी तगर भुगापन अद्विकारी पिपरी विचवड वाचेकडून मंजूर नकाशाप्रमाणे जागेवर मोजणी करुन घेणे अर्जदारावर वंधनकारक राहील
 - भइ. तसेच प्रस्तुत जिम्तिवर शासनाने वेळोवळी निश्चित केलेंट्या दराने अकृषिक आकारणी दरवर्षी भरणे अजीदारावर वंधनकारक आहे.
 - १४. सदरची अकृषिक प्रवानगी, नागरी जमीन कमाल धारणा कायदा १९७६, मुंबई कुळविहेवाट य शेतजमीन अधिनियम १९४८ व महानगरपालिका कायदयाचे तस्तुवीस पात्र राहून देण्यात आली आहे.
 - १५ अर्जवार यांनी महाराष्ट्र जगीन गहरूल (जमीनीच्या वापरात अवल व अकृषिक आंक्षणणी) नियम १९५९ चे प्रतिस्थित ५ व १ प्राचीन रागे आगे व अतीचा उल्लेख करून अनद क्यान व्यावी
 - १६. सदर क्षादेशीतील अंटी व शतींबा भग केंद्रयास अर्जदार महाराष्ट्र जमीन महसूल अधिनियम १९६६ य त्याखालील नियमानुसार दंडास पात्र सहतील तसेच दिलेली अकृषिक परयानगी रह समजणेत येईल.
- ३७.अर्जदार यांगी सादर केलेली कोणतीही माहिती तसेय प्रविद्वापत्रात नमुद्र केलेली बाब अथवा
 कामदपत्रे ही बुकीची अथवा दिशामुल करणारी आढळ्ळाडा प्रस्तुतची परवानगी रद समजणेत

प्रति.

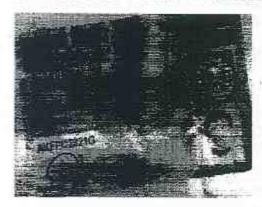
श्री. शंकर नथू काटे, किंदा रा. पिंपळे सौदागर, ता. हवेली, जि. पुणे













R YOUR PAN APPLICATION STATUS



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From Maria

Creative Education Society

(Govt. Regn. No. F-23311, Pune)

Regd. Office: Motiram Park, Kothanid, Pune 411 038.

Branch: Near Planet Millennium Society, Pimple Saudager, Pune - 411 027. Phone - 020-27400005

Extract of the Minutes of the meeting of the Trustees of CREATIVE EDUCATION SOCIETY at its Registred office at MotIram Society, Kothrud, Pune 38 on Mondy at 31.12.2012, 11 a.m.

EXECUTION OF LEASE DEED AND AUTHORIZATION TO EXECUTE LEAVE AND LEASE AGREEMENT LEASE

RESOLVED that the Trustees of the Creative Education Society have decided to obtain on lease, Land bearing Survey No. 160/2/1, 159/1, 160/1, having corresponding City Survey No. 1231 (p), 1232 (p), at Pimple Saudagar, Taluka – Haveli, Dist-Pune along with construction admeasuring standing thereupon.

RESOLVED FURTHER that MR. PRASHANT MADHAV DANI, Trustee/ authorized signatory be and is hereby authorized to do the needful acts to give effect to the above resolution, and to sign and execute all Lease Agreements/ deeds, etc in respect thereof.

Greative Education Society



(कारअधार) शुक्रवार,04 जानेवारी 2013 10:49 म.पू.

दस्त मोधवारा भाग-1

हुबस 10 रस्त क्रमांक: 139/2013

दस्त क्रमांक: हचल10 /139/2013

बाजार मुल्य: र. 4,27,02,000/- भोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: इ.19,41,000/-

दु. नि. सह. दु. नि. हवल10 यांचे कार्यातयात

अ. कं. 139 वर दि.04-01-2013

रोजी 10:48 म.पू. बा. हजर केला.

पावती:141

पावती दिनांक: 04/01/2013

सादरकरणाराचे नाव: क्रिएटीय एज्युकेशन सोसायटी (आळेचे नाव- चॅलेंजर पब्लिक स्कूल) तर्फे ट्रस्टी / सेक्रेटरी / कॉथोराईइड सिग्रेटरी - बी. प्रशांत साध्य दाणी

्रातींचमी फी

₹, 30000.00

दस्त हाताळणी फी

₹, 1100.00

पृष्टांची संख्या: 55

दस्त हजर करणाऱ्याची सही:

एकुण: 31100.00

सह दुख्यम निबंधक, हवेली-10

सह दुस्यमं निनंधक, हवेली-10

दस्ताचा प्रकारः भाडेपट्टा

मुद्रांक शुरुक: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेस्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्षा के. 1 04 / 01 / 2013 10 : 48 : 48 AM की थेळ: (सादरीकरण)

शिक्षा के, 2 04 / 01 / 2013 10 : 49 : 34 AM ची वेळ: (फी)



THE REPORT 04/01/2013 10 50:36 AM

दस्त गोषवारा भाग-2

हवल10 दस्त क्रमांक:139/2013

वस्त क्रमांक :हुक्ल10/139/2013 वस्ताचा प्रकार :-भावेपट्टा

अनु क पक्षकाराचे नाव व पता

> नाव:क्रिएटीव एज्युकेशन सोसावटी (शाळेचे नाव-वॅगिजर पब्लिक स्कूल) तथें ट्रस्टी / सेकेटरी / ऑपोराइँइव सिग्नेटरी - वी. प्रशांत साधव दाणी पत्ता:-, -, -, १२/ए, मोतीराम पार्क, कोधकड, पुणे, -, Pune, Maharashtra, Pune, Non-Government पन नंबर:AABTC4162A

पक्षकाराचा प्रकार भाडेकस

चय:-45 स्वाकारी:- खायानित्र

अंगठ्याचा उता







वरील वस्तऐवन करन देणार तथावसीत भाडेपट्टा चा वस्त ऐवज करन विल्याचे कबुल करतात.

अनु

4

सदर इसम दुर्यम निवंधक बांच्या खेळखीचे असुन दस्तऐयज करन देणा-यानां व्यक्तीशः बोळखतात, व त्यांची ओळख पटवितात

पक्षकाराचे नाद व पत्ता नाव:एडबोकेट एव. एस. हेमराजानी षय:52 पता 224 भवानी पेठ, पुणे

पिन कोड:411002

with Kir स्वासरी





शंगठवाचा दमा

खालील पक्षकाराची कबुली उपलब्ध नाही.

अनु क्रा. पक्षकाराचे नाव व पत्ता श्री. शंकर नथु :काटे

प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, इलॉक नं: नक्कात्र, फ्लॅट नं. १७, व १८, विश्वशांती कॉलनी, पिपळे 1 सौदागर, पुणे, रोड मं: -, महाराष्ट्र, पुणे. AVIPK9525H

सह दुंश्यम निवंधक, हवेली-10

139 /2013



iSarita v1.0

SAME THE SAME 08/01/2013 12 24:22 PM

दस्त गोयवारा भाग-2

हवल10 इस्त क्रमांक:139/2013

दस्त क्रमांक :ह्बल10/139/2013 बस्ताचा प्रकार :-भाडेपट्टा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

खायाचित्र

भेगठवाचा हसा

नाव:श्री. शंकर तसु काटे

पत्ता:प्लॉट ने: -, माळा नं: -, इमारतीचे नाव: -, आकि वय:-55 नं: नक्क्षत्र, फ्लॅट नं. १७, व १८, विश्वशांती कॉलनी, स्वाक्षरी:-पिपळे सौदागर, पुणे, रोड नं: -, महाराष्ट्र, पुणे. पैन नंबर:AVIPK9525H

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वरील वस्तऐदज करन देशार तथाकवीत भाडेपट्टा चा दस्त ऐवज करन दिल्याचे कबुल करतात. शिक्काक 3 ची वेळ:08 / 01 / 2013 12 : 23 : 24 PM

ओळाड:-

सदर इसम दुष्यम निर्देशक यांच्या ओळखीचे असुम दस्तऐवज करून देणा-पानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटविसात

अन् उक्षकाराचे नाव व पता 露

> नाव:अँड मलिय आर हेमराजानी पत्ता:224 भवामी पेठ, पुणे

खायाचित्र

अंगठपाचा ठसर

पिन बीड:411002







खालील पक्षकाराची कबुली उपलब्ध आहे .

पक्षकाराचे नाव व पता क्रिएटीव एज्युकेशन सोसायटी (शाळेचे ताच- चेलेंगर प्रक्रिक स्कूल) तफें ट्रस्टी / गेंकेटरी / बॉयोराईइड सिग्नेटरी - ची. प्रशांत माधव :दाणी . -. -, १२/ए, मोतीराम पार्क, कोथरूड, पुथे. -, Pune, Maharashtra, Pune, Non-Government. AABTC4162A

शिक्का क्र.4 ची वेळ:08 / 01 / 2013 12 ; 24 : 05 PM

थिहा क.5 भी बुंक 08/ 01 / 2013 12 : 24 : 20 PM नॉदगी पुस्तक 1 मध्ये

सह दुव्यम निर्माहक, हवेली-10

139 /2013

प्रमाणित वारण्यात चेते की, या दस्तऐवजात एकुल 🗘 पृष्ठे आहेत पहिले नंबराचे पुरतकाचे

मंखरी मॉदला. iSarita v 1/0

> सह, दुव्यम निवंधक (को-२) हकेशी झ.१० विनांक (/९/२०१३ 12052





भी नक्कल वाचली भी राजवात चेतानी

आस्यतक हुकुम नक्फल

सदर नक्कल अर्जवार. २-1 (६५ वांस त्याचे तारीख 94/04/२०२५ चे पावती क्रमांक 9 € (30) वास दिली दिनांक. १५./०५

chu 🔾 सह. वुव्यमनिबंधक (वर्ग-२) हवेली क्र. १०



BEHRHRRES

पावती

Original/Duplicate नोंदणी के. :39म Regn.:39M

Thursday, December 22, 2016 6:40 PM

पावती कें.: B284

विनाव: 22/12/2016

गावाचे नावः पिंपळे भौदागर

दस्तऐवजाचा अनुक्रमांकः हवल17-7632-2016

दस्तऐवज्ञाचा प्रकार : भाडेपट्टा

सादर करणाऱ्याचे नाव: क्रिएटीव्ह एज्युकेशन सोसायटी तर्फे विश्वासु आणि सेक्रेटरी / अधिकृत सही

करणार शी. संदीप बिठ्ठल काटे

नोंदणी पी दन्त हाताळणी फी पृष्ठाची भेषवा: 38

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गम्भाग:

₹. 30760.00

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यानार मुल्यः र.22172326 /-भोवदला रु.500000/-भरतेले मुद्रांक शुल्कः हः 997900/- सह. दुस्यम । जन्म--इबेली क १७,पुणे

1) देवकाचा प्रकार: eSBTR/SimpleRecoipt रक्कम: रु.30000/-डीर्ड!/धनादेश/पं ऑर्डर क्रमांक: MH006703835201617R दिलांक: 22/12/2016 वेरुचे नाग व पत्ताः

2) देवकाचा प्रकार: By Cash रक्कम: र 760/-

मूळ दस्य परत केटा

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22/12/2016

सूची क.2

तुम्यम निबंधक: सह दु.नि. हवेली 17

वस्त अमानः: 7632/2016

नोदंषी: Regn:63m

गावाचे नाव : 1) दिपळे सीदागर

(1)विलखाचा प्रकार

भाडेपट्टा

(2)मावदना

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(३) वाजारभाव(भाष्ट्रपटटवान्या वावतितपटटाकार आकारणी देती की पटरदार ते नमुद करावे)

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(4) भू-भाषन,पीटहिस्सा द परक्रमांक (असल्याम)

1) पालिकेचे नाव:पिंपरी-चिचवड म.न.पा. इतर वर्णन :, इतर माहिती: गावे मी अस्मिक 147 गौदागर,ता. हवेली,जि. पुणे. येणील सब्हें नं. 160 हिस्सा नं. 2/1,यांगी क्षेत्र 00 है 27.75 आर + 00 है 02 आर पोरचराया,गांसी एकुन अप 00 है 29.75 आर,यापैकी क्षेत्र 00 है 09:91 आर म्हणजेंच 10,664 ची. फुट,((Survey Number : 160 ;))

(5) 紅雪里悠

1) 10664 ची.पुट

(6)आका रणी किया जुडी देण्यात अमेल SART.

(7) दरकार्वज करून देणा या/लिहन ठेवणा-या पलकाराचे नाथ किया दिवाणी न्यायानयाचा हक्षमनामा किंवा आदेश अगल्यान,प्रतिवादिषे नाय व पत्ता.

(8)दन्तम्बल करून घेणा-या पक्षकाराचे द किया दिवाणी न्यायालयाचा हुकुमनामा किया आदेश अमल्याम,प्रतिवादिने नाव व

विष्टुल कार वय: 44, पत्ता: प्लार नं , माळा नं: इमारतीचे नाय: , व्यक्ति नं: , राड नं: विपक्षे मीवागर, ता. हतेली, जि. पुणे., महाराष्ट्र, पुणे. पिन गोथ:-411027 देन ने:-

नाथ:-क्रिएटीव्ह एउयुकेशन मीभागरी नर्फे विश्वास् अणि मेक्रेटरी / अधिकृत सड्डी करणार श्री, मेर्दाण

 नाथ-ने, वैष्णनी प्रमोटमें अपट इस्हन्दपर्य तके मानीदार थी. संदीप विठ्ठल काटे, थी. मतीप विठ्ठल कार्ट व थी. निसंश बिट्टन कार्ट तर्षे कुलमुखत्यारधारक म्हणून थी. अभीत दशस्य पेगडे वय:-26; वत्ता:-व्याद नः ., माळा नः ., इमारतीनं नादः ., ब्यांन नः ., रोष्ट नः चिपळे सीदागर, ता. हवेली, जि. पुणे., महाराष्ट्र, पुणे. पिन कोट:-411027 पेन मे:-

(9) दस्त्रऐक्ज करून दिल्यामा दिनांक

19/12/2016

(10)दस्त मोदणी केल्याचा दिनांक

22/12/2016

।। नवकल केली मी वाधली

श्रीताः सदाप

(11)अनुक्रमांक,खंड व पृश्च

(14)शरा

7632/2016

मी रुपयात घेतली

यांना दिली असे

(12)शाचारभानाप्रमाणं मुद्रांक शुल्क (13)वाजारभाषाप्रमाणे नोदणी शुरुह

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सार-अध्यम निर्माधवा सवेली क. १७

मुल्यांकनासाठी विचारात घेतलेला तपशील -

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद:-

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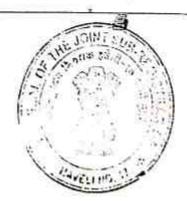
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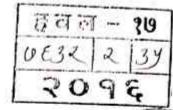
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SURI GAJANAN PRASANNA # AGREEMENT FOR LEASE

LEASE DEED THIS LEASE DEED together. Schedule (hereinafter referred to as the Deed) is made and executed on this .22... day of October, 2016

By and Between

M/S. VAISHNAVI PROMOTERS & DEVELOPERS, Registered Partnership Firm, PAN NO. AAIFV1363M
Through its Partner
1. MR. SANDEEP VITTHAL KATE, Age – Adult, Occupation – Business, PAN No. ACPK0561C
2. MR. SANTOSH VITTHAL KATE

2. MR. SANTOSH VITTHAL KATE, Age – Adult, Occupation – Business,

 MR. NILESH VITTHAL KATE, Age – Adult , Occupation – Business,

No. 1 to 3 R/at.- Pimple Saudagar, Tal. Haveli, Dist. Pune,

Hereinafter referred to as the "LESSOR"

(Which expression shall unless repugnant to the context or contrary to the meaning thereof shall deem to mean and include his legal heirs, representative, administrators, trustees, executors, successors, transferces and assigns)

of the FIRST PART.

WITH

CREATIVE EDUCATION SOCIETY

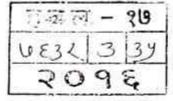
(School Name -CHALLENGER PUBLIC SCHOOL)

An education institute,
duly registered under the Trust Act and Societies Act
having its principal and registered
office at: Pimple Saudagar, Tal. Haveli, Dist. Pune,
Through its trustee and Secretary / Authorised Signatory
MR. SANDEEP VITTHAL KATE,
Age -- About 44 Years, Occupation -- Business,

Hereinafter referred as the "LESSEE "

(which expression shall, unless repugnant to the context or contrary to the meaning thereof shall deem to mean and include its representatives, administrators, trustees, executors, successors, transferees and assigns)

of the OTHER PART.



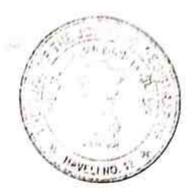
The Lessor and the Lessee are hereinafter referred to in muon constitute collective as the 'Parties' and in the singular as a 'Party', as rum pisthe context may require.

WHEREAS MENT

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- The Lessor herein is seized, possessed of or otherwise entitled to and is recorded owner of the property bearing Survey No. 160, Hissa No. 2/1, area admeasuring 00 H 27.75 R + 00 H 02 R Potkharaba, total area admeasuring 00 H 29.75 R, out of it area admeasuring 00 H 09.91 R i.e. 10,664 Sq. Ft., situated at village Pimple Saudagar, Taluka - Haveli, Dist - Pune, (which Land is more particularly described in the Schedule, hereunder written and together hereinafter referred to as the "Leased Premises"). The Lessor has purchased the said property from its previous owner M/s. Goodwill Construction by registered Sale Deed, the said Sale Deed is registered in the office of Sub Registrar Haveli No. 17 noted at Sr. No. 5579/2016 on 03/09/2016. The Lessor has informed, assured and represented that he is absolutely entitled to the said property, and the Lessor also assures the Lessee that he shall get constructed appropriate structure on the said Land, apart from the existing structure, as required by the Lessee, at the cost of the Lessor, and based on the representations, assurances and declaration given by the Lessor, the Lessee has decided to enter into this deed, and the same is the essence of this deed.
- The Lessee inter alia, is an Educational institute in Pune b) and having its branches at many other places and locations in the Pune District and elsewhere in the state of Maharashtra. The Lessec herein desires / intends to set-up an education institute / school in Pimple Saudagar and was in the search of suitable place for their institute / school. Upon getting information about availability of the land owned and possessed by the Lessor, approached to the Lessor with a request to grant the premises owned and possessed by him on long lease to the Lessee Institute to set up the school on the said premises.
- After having due discussions and negotiations by and c) between the parties hereto and on the request of the Lessee to take on long lease the said premises owned by the Lessor, the Lessor has accepted the request and agreed to grant his abovementioned entire premises on long lease to the Lessee institute, in accordance with the terms and conditions set-forth in this Deed hereunder.



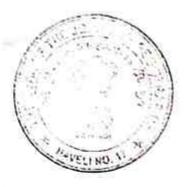
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NOW THEREFORE, IN CONSIDERATION OF PHIL PROMISES AND COVENANTS HEREIN SHE FORTH."
AND FOR OTHER GOOD AND VALUABLE.
CONSIDERATION, THE RECEIPT, ADEQUACY AND LEGAL SUFFICIENCY OF WHICH ARE HEREIPT, ACKNOWLEDGED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

I. GRANT

- 1.1 In consideration of the Rent (as hereinafter defined) agreed to be paid and the covenants, obligations, terms and conditions mutually agreed upon hereunder the Lessor hereby grants on long lease to the Lessee and the Lessee hereby takes on lease from the Lessor, the leased premises for the purpose of setting up and/or running and conducting education institute and/or school (preferably in the name of "Challenger Public School") to fulfill the intention/aim of the Lessee (the Lessee, however, agrees and undertakes not to use the said leased premises for other purpose than agreed hereto).
- The leased premises has been handed over to the Lessee by the Lessor on as-is-where-is basis. The Lessor has an intention to construct a building and hence, shall submit plan sanctioned from the concern authority i.e. Pimpri-Chinchwad Municipal Corporation. However, due to unavailability of necessary funds, the Lessor could not carry out proposed construction on the Leased premises. The Lessee institute herein showed their readiness and willingness to complete the proposed construction of the building as per sanctioned plan by raising loans equivalent to estimated cost of proposed construction from various banks / financial institutes by mortgaging the leased premises to which the Lessor has agreed for The existing structure of and has been constructed by the Lessee, at the cost of the Lessee, as per the plan sanctioned by the Pimpri Chinchwad Municipal Corporation, and the Lessor has agreed that the Lessee shall deducted the amount that has been spent for the construction for the present structure, and amount to be spent for construction in future. And incase, the amount of rent payable falls short, then the Lessee shall be entitled to recover the same with interest @ 18 °A) p.a., It is further agreed by and between the parties hereto that the Lessor will repay the entire amount spent by the Lessee institute at the time of taking back the possession of the leased premises. And Incase, the amount of rent payable falls short, then the Lessee shall be entitled to recover the same with interest @ 18 % p.a.. It is further agreed by and between the parties hereto that the Lessee



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NOW THEREFORE, IN CONSIDERATION OF THE PROMISES AND COVENANTS HEREIN SET FORTH AND FOR OTHER GOOD AND VEUABLESS CONSIDERATION, THE RECEIPT, ADEQUACE AND LEGAL SUFFICIENCY OF WHICH ARE HEREBYT ACKNOWLEDGED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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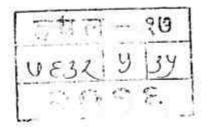


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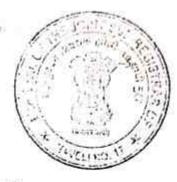


is hereby fully authorized / empowered to deduct/ adjust the amount spent, from the rent payable to the Lessor every month. The Lessor has furnished the copy of the sanctioned plan to the Lessee for the leased premises as the leased premises exist on the date of execution of this Lease Deed. The Lessee is entitled to carry out the construction as per the sanctioned plan and / or to make modification, changes, additions and alterations and fitout from the date of execution of this Deed. The Lessee shall, however, obtain permission, if any required, from concerned authorities and shall carry modification, changes, additions and alterations and fitout under the supervision of Architects, Engineers and Contractors at their own cost and expenses, however the same shall be re-imbursed by the Lessor to the Lessee. The leased premises are more particularly described in the Schedule written hereunder to this Deed.

The chargeable area of the Leased Premises is 10,664 1.3 sq.ft. The Lessor assures the Lessec that he is absolutely entitled to the said Land admeasuring 10,664/- sq ft, and shall also get the same demarcated from the appropriate Government/ Semi Government department / Local Authority, and the Lessor also confirms that he shall be liable and responsible to provide uninterrupted access and right of possession and the right to use and enjoy the premises absolutely, to the Lessee, in respect of the said Land admeasuring 10,664/- sq ft. and structure standing thereupon, and incase any dispute, claim, charge or any other encumbrance is created, or is discovered, that adversely affects the rights of the Lessee, or enjoyment of the said leased premises, the same shall be cleared, sorted out by the Lessor at his own costs and expenses, and the Lessor shall also be liable to indemnify and keep indemnified the Lessee, against all such losses, claims, expenses arising therefrom.

2. NO-OBJECTION CERTIFICATES

- (i) The Lessor hereby gives his consent for all the maintenance of the said premises, and development of the said premises, as required by the Lessee, and no separate consent letter/ No Objection Certificate (NOC) shall be
- (ii) The Lessor declares and assures the Lessee that he has no objection for the Lessee carrying out construction as per sanctioned plan and / or to make changes, alterations, additions, deletions and/or renovation to the plan to fitout as per the Lessee's requirements, and that he shall



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provide his consent and signatures as and when reported partitions. without any delay and extra consideration.

- Regitio: 450 (iii) The Lessor further declares and assures that there are AMENT dues payable with regard to water tax, electricity and other necessary municipal and other charges from local authorities, up to the date of execution of this Deed.
- (iv) The Lessor further declares and assures the Lessee that he shall provide all signatures on all forms, affidavits, declarations, etc., as and when required by leasee for maintaining, developing the said premises, as per the requirement of the Lessee.

Provided further that in case the Lessor fails to give his No Objection / consent', if required specifically, within three days then in that case it shall be presumed that the Lessor has given his 'No objection' consent. It will be considered as deemed No objection / consent of the Lessor and the Lessor shall not have any right to raise any objection /claim of any kind after the lapse of stipulated period.

3. RENT COMMENCEMENT DATE

3.1 Rent Commencement date

The parties agree that this Deed shall come into force and be effective from 1ST day of November, 2016 and the Rent Commencement Date shall be from 1st day of November, 2016. Any access to the Lessee of the Leased Premises before the Rent Commencement Date will be only for the purposes of facilitating this Deed:

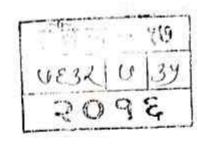
4. TERM & TERMINATION

4.1 TERM

The term of the lease of the Leased Premises shall commence on the Rent Commencement Date and end 30 years (Thirty Years) calendar years thereafter (hereinafter the 'Term') i.e. up to 31st October 2046.

4.2. FIRST RIGHT OF PRE-EMPTION

It has been agreed by and between the parties that incase the lessor desires to sell /dispose of the said premises, the lesee shall have the first right of preemption to buy the premises, i.e. the Lessor shall offer the said premises, for sale, to the Lessee, in writing. The consideration there of shall be decided at mutual consent between the parties and for the purpose of arriving at the



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4.3 TERMINATION DURING THE TERM

- 4.3.1 Notwithstanding anything to the contrary contained in this Deed or any other written agreement between the parties, during the Term, only Lessee shall enjoy the right to terminate this deed on account of:
- (I) any breach of the terms and conditions of this Deed by the Lessor (including any of his representation, warranties or covenants), which breach is not remedied by the Lessor within thirty (30) days of receipt of notice regarding such breach; or
- (ii) the occurrence of an event (as provided in Clause 14 herein below) due to which the Lessee is unable to make effective use of the Leased Premises for a continuous period of more than sixty (60) days;
- (iii) any disturbance in or interference by the Lessor (other than on account of any default on the part of the Lessee) with the use or possession of the Leased Premises such that the Lessee are not able to carry on its activities or operations smoothly or at all, which is not rectified by the Lessor within a period of sixty (60) days from the date on which the Lessee notifies the Lessor to remedy such breach.
- 4.3.2 In the event the Lessee terminates this Deed during the Term for the reasons mentioned at (i) or (ii) or (iii) above. the Lessor shall return the entire portion of the Interest Free Refundable Security Deposit (as defined hereinafter) received by the Lessor in terms of this Deed and then balance amount spent by the Lessee for construction of the building on the leased premises as agreed and mentioned in clause 1.2 above, to the Lessee, after deducting all amounts due from the Lessee to the Lessor, simultaneously with the Lessee handing over vacant and physical possession of the Leased Premises to the Lessor. In the event the Lessor fails to return the Interest Free Refundable Security Deposit and then balance amount spent by the Lessee for construction of the building on the leased premises as agreed and mentioned in clause 1.2 above, to the Lessee as aforesaid, the provisions of Clause 6.4 shall apply. This shall be without prejudice to



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any other rights and remedies available to the under this Deed or in law.

Notwithstanding anything to the contrary con contrary 4.4 this Deed during the Term, the Lessor shall dig the osr right to terminate this Deed on account of,

i) failure on the part of the Lessee to pay lease rem MENT consecutive four months in a year and such breach is not remedied by the Leasee within sixty (60) days of such breach.

- ii) any breach of the terms an conditions of this Deed by the Lessee (including any of its representations, warranties or covenants), which breach is not remedied by the Lessee within One Hundred and Eighty (180) days of receipt of notice regarding such breach.
- The Lessee undertakes that it will ensure regular payment of Rent and/or other charges as agreed herein. If the Lessee fails to pay Rent for any quarter at any point of time and the same is not remedied within sixty (60) days from the date of written demand by the Lessor, then the Lessor, without prejudice to any other remedies available to it under law, is entitled to terminate this Deed forthwith.
- The Lessor hereby agrees that the Lessor cannot terminate this Deed during the Term, unless the Lessee are in breach of the terms of this Deed.

Termination after Term

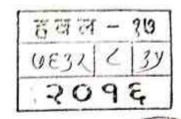
The Lessor & Lessee shall have the sole option, to terminate this Deed, by giving one hundred and eighty (180) days i.e. 6 months notice in writing to each other.

5. RENT, DUE DATES, ESCALATION, & PROPERTY TAXES

5.1 RENT

5.1.1 In consideration of the Rent hereby reserved and covenants herein contained on the part of the Lessees to be observed, the Lessor hereby leases the said Leased Premises to the Lessee for a period commencing from the Rent Commencement Date, the following rent payable by the Lessee to the Lessor month in advance, on or before the 10th day of every month, subject to deduction of applicable TDS and/or Service Tax to be paid by the Lessor, and/or any other Statutory deductions and in addition thereto the amount towards repayment of





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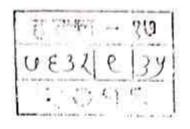
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5.1.1 In consideration of the Rent hereby reserved and covenants herein contained on the part of the Lessees to be observed, the Lessor hereby leases the said Leased Premises to the Lessee for a period commencing from the Rent Commencement Date, the following rent payable by the Lessee to the Lessor month in advance, on or before the 10th day of every month, subject to deduction of applicable TDS and/or Service Tax to be paid by the Lessor, and/or any other Statutory deductions and in addition thereto the amount towards repayment of





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construction cost (for the construction, development carried out and to be carried out by the Lessee). The bessee shall deposit the tax deducted with the income tax authorities and furnish TDS If the Lessee fails to deposit same with the Income Tax authorities within the pulated time and/or furnish TDS Certificate to the lessor within stipulated period and as a result thereof from the Lessor, for default of the Lessee, then in that event the Lessee will reimburse the same to the Lessor along with interest @ 15% p.a.

- (i) The Lessee shall accordingly pay Rs. 100/- (Rupees One Hundred only) per month for per square feet for constructed saleable area and Rs. 50/- (Rupees Fifty only) per month for per square feet for open land carpet areas 'Rent', monthly in advance, on or before the 10th day of every month. The Lessee has been regularly making the payment of the Lease rent from the Rent commencement date, and has made the payments till today, subject to TDS, and deductions agreed upon and admitted by both the parties, and the Lessor admits and acknowledges the receipt of the same.
- (ii) The Lessee shall accordingly pay per month 'Rent', in advance, on or before the 10th day of every month (subject to T.D.S. and repayment of construction cost deductions, as applicable), and also subject to the Lessor paying his share of Service tax to the appropriate authority. If the Lessor fails to pay the Service tax as applicable, the Lessee shall be entitled to deduct such amount from the subsequent Lease rent.

5.2 DUE DATE AND INTEREST

5.2.1 The Rent in respect of the Leased Premises as specified in this Deed shall be paid monthly in advance on or before 10th day of every month, in accordance with Clause 5.1 above, in respect of which the Rent is due (the 'Due Date') subject to deduction of TDS and repayment of construction cost. In case of delay in payment of Rent or any other amount, the Lessee shall pay interest calculated at fifteen (15%) per cent, calculated from the Due Date till the date of actual payment.

5.3 PROPERTY TAX

5.3.1 The Lessor shall, during the Terms, be solely responsible to meet and satisfy any levy of any tax or increment thereof by whatever name called by any central, state or



the 'Properly Tax') and the Lessee shall have no local authority in respect of the said property responsibility in that regard. The Lesson shall ragularly pay all charges raised by the local authornies cornerse charges shall be paid on the bills being raised logs hers with service tax as applicable and payable to the competent authority without default and before the flie date. In the event of the Lessor failing to pay the amounts due, the Lessee may at its discretion under notice to the Lessor to pay the amounts due under this clause along with penalty if any, ensure that the services are not disrupted. The Lessor shall immediately repay such amounts paid by the Lessee. If within thirty (30) days of such payment by the Lessee, Lessors fail to repay, the Lessors will be construed to be in material breach of the terms of this Agreement.

In any of the cases above, if the Lessor fails to pay the amounts which are due, the Lessee shall have a right to set-off the same from the Rent payable by the Lessee along-with interest. The Lessee shall have right to collect interest at fifteen percent (15%) per annum calculated from the date on which the applicable sum was due till the date of payment in full.

5.4 SERVICE TAX

- 5.4.1 The Lessors shall, pay during the Term, applicable service tax on the Rent or levy of any tax or increment thereof by whatever name called by any central, state or local authority for giving the said premises on lease to the Lessee. If the Lessors fail to pay any such amount due and payable then in that event the Lessee may pay such amount including interest and penalty that may be due and payable to any such authorities and recover the same from the Lessor along with interest @ 15°/0 p.a., from the due date till the date of payment, by deducting such amount from the monthly rent payable.
- obligations pertaining to the premises, including any charges, dues, taxes, loan related payments/ installments, (hereinafter referred to as the "Financial Obligations") arising prior to the date of execution and after the date of execution of Lease Deed shall be borne solely by the Lessor. From the date of execution of the Lease Deed, all Financial Obligations in respect of period prior to the date of execution of these presents and/or for the period after the date of execution of this Lease Deed for which the Lessor incurs a default/ breach, shall be paid off by the Lessee, and the Lessee shall in such circumstances have a right to set-off the same from the Rent payable by

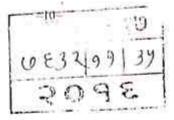


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HAVELING. The Lessee shall have the opportunity to rectify and remedy the breach/ default of the Lessor. It is expressly clarified for avoidance of doubt that the photo-conscious primary statutory responsibility/ liability in respect of the Magazinal Obligations arising prior and after the date of execution shall be that the Lessor, and the Lessee shall Othere the right to recover damages, if any, under the applicable laws. The Lessee shall also be entitled to sublet the leased premises, to recover such amount.

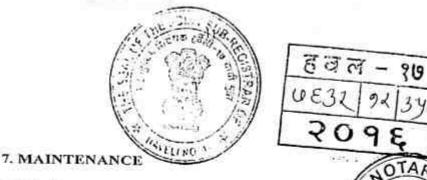
5.6. ATER AND ELECTRICITY CHARGES

5.6.1 It is expressly agreed between the parties that the Lessee shall be liable to pay to the concerned authorities water and electricity charges for water and electricity consumed by the Lessee in the leased premises from the date hereof during the term of lease.

INTEREST FREE REFUNDABLE SECURITY DEPOSIT, REFUND OF SECURITY DEPOSIT:-

6.1 Interest Free Refundable Security Deposit.

- 6.1.1 The said deed is without any such type of security deposit. Hence this document shall be treated as 'without security deposit
- 6.4.2 If on the expiry or earlier termination of this Deed, the Lessee fails to hand over quiet, vacant and peaceful possession of the leased premises to the Lessor then in that event the Lessee shall be liable to pay one and a half times the rent payable at that time as and by way of agreed amount of liquidated damages apart from Municipal Taxes and all other outgoings from the date of termination till handing over possession and till such time the Lessor shall be at liberty to with hold the IFRSD or balance thereof (or adjust it against the amounts payable by the Lessee as per the provisions of the Deed) till the Lessee hands over the quite, vacant and peaceful possession of the leased premises to the Lessor. The Lessor shall also be at liberty to deduct such amount that may become due and payable by the Lessee for such period of which the Lessee were into the Leased
- 6.4.3 The Lessee at the time of handing over the quiet, vacant and peaceful possession of the leased premises will provide all the up-to-date paid up bills relating to



7.1 Maintenance

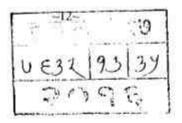
7.1.1 The Lessee shall be responsible for the maintenance of ATIL the Leased Premises and common area and facilities and common area.

7.2.1 The Lessee, while using the Leased Premises will be punt DIST responsible for compliance of all applicable codes, laws, ordinances, rules and regulations under Indian VARY Similarly Lessee shall carry out all the internal repairs and maintenance. Costs incurred under this Clause will be borne entirely by the Lessee, and will not be reimbursed by the Lessor. The Lessor hereby agrees to indemnify the Lessee in the event the Lessee suffers any liability or expenses as a result of non-compliance with any law, or any other claim, case or proceeding on, or on account of, any damage to the property of the Lessee caused as a result of the Lessor, Lessor's employees, contractors or agents or caused on account of the breach of the conditions of this Deed (and specifically the terms of this Clause 7.3). The Lessee hereby agrees to indemnify the Lessor in the event the Lessor suffers any liability or expense as a result of non-compliance with any law, or any other claim, case or proceeding on or on account of, any damage to the property of the Lessor caused as a result of the Lessee, Lessee's employees. contractors or agents or caused on account of the breach of the conditions of this Deed (and specifically the terms of this Clause 7.3).

7.3 Failure to Perform Repairs

7.3.1 Where a structural defect exists in the Leased Premises, including but not limited to the exterior structure of the Leased Premises, roof space, water proofing, exterior walls, load bearing walls, support beams, foundation, columns, parking facilities, that is reasonably determined by the Lessee to be potentially dangerous to the Lessee or the occupants in the Leased Premises, the lessor shall remedy the defect, and if the Lessor fails to perform any of its obligations under this Deed, the Lessee shall without prejudice to its rights under law and this Deed have the right to perform such obligations itself, and the Lessor shall reimburse the Lessee for the entire cost of performing such obligations within 60 days of remedy/ repair of such defect and intimation thereof). If the Lessor fails to reimburse the Lessee for such costs withinthe above-mentioned period, the Lessee shall have the right to deduct such costs from the ensuing Rent(s) payable to the Lessor.





BAR GOOK Glow sing and electronic board or ballon

The Lessee intends to run a School in the name of "Challenger Public School", and Lessor has given his PIMPRICHINCHIZED Sent to display, affix, attach the name board, sign num bisi book or any other identification, at the said leased by thises. The Lessor shall, without any consideration, WMENT Compensation, rent, premium or any other barter, permit the Lessee to install their signage on designated floors & ground floor lobby of the Leased Premises as allocated by the architects/ signage consultants of the Lessee, subject to the Lessees obtaining the necessary regulatory approvals. The Lessee shall be entitled to have its signage anywhere in the Leased Premises as required by the Lessee. However the Lessee shall be responsible for obtaining all necessary permissions, if required and all taxes or statutory charges, if any, relating to the signage payable to the concerned government authorities shall be borne and paid by the Lessee.

8.2 External Signage

The Lessee shall also be entitled to have its signage at the ground level in the open areas, parking spaces and other spaces within the Leased Premises in consultation with the Lessee's architect(s). No amounts shall be payable by the Lessee in this regard. However the Lessee shall be responsible for obtaining all necessary permissions, if required and all taxes or statutory charges, if any, relating to the signage payable to the concerned government authorities shall be borne and paid by the Lessee.

8.3 Facade Signage

The Lessee solely shall decide where to put up the external facade signage. The Lessee's architect shall confirm/ verify the technical feasibility of putting up the signage at the location selected by the Lessee. The Lessee shall have the exclusive rights to the facade signage. The size of the signage will be advised by the Lessee and shall be put up by the Lessee at its own cost. However, the Lessee shall be responsible for obtaining all permissions, if required, and all taxes or statutory charges, if any, relating to the signages, payable to the concerned government authorities shall be borne and paid by the Lessee.

9.LESSOR'S REPRESENTATIONS AND WARRANTIES.

- 9.1 The Lessor represents and warrants the following:
- (a) The Lessor has informed, assured and represented that he is absolutely entitled to the said property, and the Lessor also assures the Lessee that he shall get constructed



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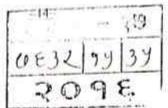
appropriate structure on the said Land, apart from the transcription of the Lessee, at the less of the Lesser, and based on the representations, assurances and declaration given by the Lessor, the Lesser, has decided to enter into this deed, and the same is the NTO

- essence of this deed. The Lessor assures the Lessee that he is absolutely entitled to the said Land admeasuring 10,664 sq. ft. and shall also get the same demarcated from the appropriate Government/ Semi Government department / Local Authority, and the Lessor also confirms that he shall be liable and responsible to provide uninterrupted access and right of possession and the right to use and enjoy the premises absolutely, to the Lessee, in respect of the said Land admeasuring 10,664/- sq ft. and proposed structure thereupon, and incase any dispute, claim, charge or any other encumberance is created, or is discovered, that adversely affects the rights of the Lessee, or enjoyment of the said leased premises, the same shall be cleared, sorted out by the Lessor at his own costs and excenses, and the Lessor shall also be liable to indemnify and keep indemnified the Lessee, against all such losses, claims. expenses arising therefrom.
- (c) the Lessor (i) is the sole and absolute owner of the Leased Premises, (ii) has valid title and registered ownership rights to the Leased Premises; and (iii) enjoys the uninterrupted, quiet, peaceful, physical, vacant and legal possession of the Leased Premises without any interference whatsoever; (iv) has the full right and absolute authority to offer the Leased Premises to the Lessee.
- (d) The Lessee shall be entitled to all the Floor Space Index (F.S.I.) available on the said Land that is leased to the Lessor, and the Lessor shall not create any third party interest in respect of the same. The Lessee, shall be entitled to all the construction to be carried out, in respect of the said Land available, and costs and expenses shall be borne by the Lessor. Rent for additional premises willbe proportionate to rent prevailing at that time as per clause 5.1.1 of this deed.
- (e) the Leased Premises are free from any and all encumbrances, liens and charges of any nature whatsoever which can affect the peaceful possession by the Lessee of the leased premises, thereby affecting the day to day operations of the Lessee;
- (f) all necessary and applicable permissions, sanctions and approvals for water and power supply and any other utilities at the Leased Premises have been obtained by the



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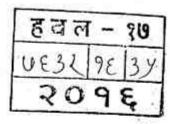
Lesor from the Central and State Government including the nuthorities e.g. the Pimpri-Chinchwad Municipal

Corporation, etc.;

there exists no claims, actions, litigations, arbitrations, land acquisition proceedings, garnishee or other proceedings relating to the Leased Premises or the transactions contemplated under this Deed. The Lessor shall give the Lessee immediate notice of any claim, litigation, proceeding or investigation which becomes known to it during the Term, but shall safeguard the interest/ rights of the Lessee, till the Lease term;

- (h) the Lessor as on the date of execution of this Deed, does not have any liability for any taxes, or any interest or penalty in respect thereof, of any nature, that may be a lien against the Leased Premises;
- (i) subject to the Lessee validly making all payments mandated hereunder, the Lessee may use the Leased Premises on a twenty four (24) hours a day/seven (7) days a week basis and enjoy unhindered possession of the Leased Premises and the Lessor shall not object to the Lessee carrying on any lawful activities in the Leased Premises;
- the structural elements of the Leased Premises including, but not limited to, the exterior walls, roof, corridors, lond bearing walls, and foundation are sound and in good working order, condition and repair and free of deferred maintenance issues;
- (k) the Lessor is in compliance with all applicable environmental laws and has all the relevant approvals in relation to the Leased Premises;
- The Lessor shall pay the corporation taxes as mentioned in clause 5.3 hereinbefore mentioned;
- (m) The Lessor shall co-operate with the Lessee to get obtained requisite permissions, No Objection Certificates, as required for the Lessee's activities.
- (n) the Lessor (i) has the right and authority to execute this Deed and is authorized to enter into the Deed; and (ii) has obtained all applicable approvals and permissions to execute this Deed;
- (o) Incase of any claim for damages, etc. for the act or omission to act by the Lessor, the Lessor shall indemnify



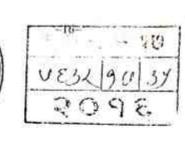


acknowledges that the Lessor representations and warrants in this Clause 9, material inducement to the Lessee's entry into this Deed. Further, the Lessor agrees that during the Term, Cany of ATIL Further, the Lessor agrees that during the representations and warranties mentioned il australiant the representations and warranties mentioned il australiant the representations and warranties mentioned il australiant the representations and warranties mentioned in the representation of the representations and warranties mentioned in the representation of the repitor of the representation of the representation of the represen 9.1 directly affecting the use of the Leased Presidential becomes invalid or untrue, then notwithstanding the rights of the Lessee as contained in this Deed, the Lesser WI O will intimate the Lessee of the same within seven (7) days of the applicable representation or warranty becoming invalid and take all steps to ensure that such invalidity does not affect the Lessee's possession and rights to the Leased Premises under this Deed.

10. LESSEE'S REPRESENTATIONS AND WARRANTIES.

10.1 The Lessee represents and warrants the following:

- (a) subject to any notice or cure periods provided in this Deed, and to the other provisions of this Deed, Rent and any other amounts payable under this Deed will be paid as and when they are due;
- (b) subject to any notice or cure periods provided in this Deed, and to the other provisions of this Deed, the Lessee shall pay by the due date, electricity charges, water charges, maintenance charges and all other outgoings as may be applicable;
- (c) the Lessee shall permit the Lessors and its representative, at all reasonable hours, after prior notice of three (3) Business Day, to enter the Leased Premises for the purpose of inspection or maintenance services, provided that such entry would not in any way interfere with, or impede, the operations of the Lessee in any manner;
- (d) the Lessee shall obtain all necessary and applicable statutory approvals, permissions and licenses from all appropriate authorities required to be obtained for its operations at the Leased Premises and shall keep them valid throughout the Term;
- the Lessee shall be responsible for maintenance of the Leased Premises on a day-to-day basis and will bear all the requisite costs thereof;
- (f) the Lessee shall obtain the necessary and applicable statutory approvals, permissions and licenses required to be obtained in respect of any capital equipment used in the Leased Premises by the Lessee; and



The Lessee hereby agrees to indemnify the Lessor in the event the Lessor suffers any liability or expense as a result of non-compliance with the any law, or any other claim, case or proceeding on, or on account of, any damage to the property of the Lessor caused as a result of the Lessees' employees, contractors or agents in operating within the Leased Premises or caused on account of the breach of the conditions of this Deed.

10.2 The Lessee agrees that during the Term, if any of the representation and warranties mentioned in this Clause 10 directly affecting the use of the Lessed Premises becomes invalid, then notwithstanding the rights of the Lessor as contained in this Deed, the Lessee will intimate the Lessor of the same within seven (7) days of the applicable representation or warranty becoming invalid and take all steps to ensure that such invalidity does not affect the Lessors' rights under this Deed

11. ALTERATIONS

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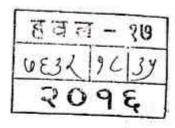
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- 11.1 The Lessee shall, at its own expenditure, enjoy the right to make and affect upon the Leased Premises internally such additions, alterations and changes as the Lessee may deem necessary, incidental or advantageous for the conduct of its activities, including;-
 - a) internal changes / structural changes of the proposed building;
 - b) Ducting and conducting;
 - c) Installing of partitions, counters, vaults, name boards or logos —illuminated or otherwise as permitted by the maintenance agency/ society — and other fixture such as cabins, screens, shelves, racks, sun blinds, gas, telephones, air-conditioning equipment light, sanitary fittings etc.
 - d) Installation of Lift, and modification of plans as per the requirement (Lift cost and installation etc. at the costs of the Lessor)
- 11.2 All the expenses for carrying out the Internal / External / Structural changes (but not those caused by default on the part of the Lessor) including but not restricted to painting, water pipes electricity wires, etc, shall be borne and paid by Lessee alone and the Lessor shall not be liable to bear and pay any of the said expenses.





Provided that the approvals, consents, authorizations and permissions, if any, necessary for affecting the aforesaid alterations, additions and changes shall be obtained by the Lessee from the local authorities with the assistance of the Lessor if required.

- 11.3 Lessee shall, prior to making such alterations, additions GOVIND and changes make payment of any charges which may be N. levied by the local authorities and agree to pay the PATH charges that may become payable as a consecutive thereof.
- 11.4 All articles, things, installations, fixtures and fitting ENT 0 installed at the Leased Premises as aforesaid shall be the absolute property of the Lessee and the Lessee or persons lawfully claiming either through or under or in trust for the Lessee or otherwise however.
- 11.5 Upon expiry or earlier termination of the Deed, the Lessee shall handover the Leased Premises along-with building and for any other construction standing thereon to the Lessor upon and after receipt of then balance amount spent for such construction as mentioned hereinabove in this Deed. Provided further that if the Lessor fails and /or unable to repay the amount as mentioned above then the Lessee has full right to recover the said amount from the Lessor with applicable rate of interest and till recovery of entire outstanding amount, Lessee will not handover the possession of the leased premises nor will liable to pay any rent.
- 11.6 all the rights of expansion of school building along with plan sanction and construction shall be with Lessor. The Lessor shall carry out construction as per plan sanction and shall get necessary permission to carry out construction.

12. TITLE, OWNERSHIP, ASSIGMENT, SUBLETTING & TRANSFER OF OWNERSHIP

12.1 Title and Ownership

The Lessor has informed, assured and represented that he is absolutely entitled to the said property, and shall get plan sanctioned from the Pimpri Chinchwad Municipal Corporation, for 10664 sq ft. from the appropriate Government/ Semi Government department / Local Authority, and that he shall get constuctred appropriate structure on the said Land, apart from the existing structure, as required by the Lessee, at the cost of the Lessor and based on the representations, assurances and declaration given by the Lessor, the Lessee has decided to



N. chick into this deed, and the same is the essence of this PATIL deed and the same is the essence of this deed, and failing PIMERI-CHINCHWAN INTO the Lessee shall have the exclusive right to PIMERI-CHINCHWAN INTO the Lessee shall have the exclusive right to the property of the lessee shall hand over the vacant possession of the leased premises to the Lessor.

- 12.2 It is hereby agreed that the Lessor has given his consent / no-objection to the Lessee for raising finance by way of creating mortgage/charge over the Leased Premises or any part thereof and to sub lease/assign the Leased Premises or part thereof to any third Party/ies; provided that such assignee of the Leased Premises shall recognize this Lease Deed and Lessor's rights in the Leased Premises, and the same shall not be in any manner be jeopardised by such an assignment. The Lessor shall not be entitled to transfer the said leased premises, till the Lessor refunds the amount of security deposit and construction costs, to the Lessee.
- 12.3 In the event of transfer of the Leased premises or any part thereof by the Lessor, the new transferee shall be bound by the terms of this Lease Deed and the Lessees shall continue as the Lessee of the Leased Premises in terms of this Lease Deed. The Lessee shall pay rent and other charges payable under this Lease Deed to the new transferee as per the written instruction of the Lessor and if Lessee acts in accordance with such written instructions, Lessee will be deemed to be fully in compliance with the terms of this Lease Deed.

12.4 ASSIGNMENT AND SUBLETTING

12.4.1 The Lessee is in the education activities and running various schools / education centers on its own and/or with the help of other institute/trust working in the activities and the Lessor hereby assures and agrees that the Lessee shall be entitled to permit its other institute/trusts to use such facilities / leased premises. The Lessor has no-objection to the Lessee licensing / subletting the Leased Premises to its affiliates without its prior permission for the said purpose. Not withstanding grant of such License / sub-letting, the Lessee hereby agrees that it shall be responsible to the Lessor for all terms, payments, etc. pertaining to the Leased Premises, as mentioned in this deed, The Lessee shall take prior consent of the Lessor in writing for licensing the Premises to third parties for purpose other than the aforesaid business which consent shall unreasonably withheld by the Lessors.



13. INDEMNIFICATION

13.1 LESSEE INDEMNIFICATION

PUNE DIST. 13.1.1 Notwithstanding anything to the contrary of phophed herein, the Lessee will Indemnify, defend and hold the Tessor, and its employees and agents, harmless from any mine all losses or damage which the Lessor may sustain by reason of claims brought against the Lessor alleging bodily injury or death to any person or damage to property to the extent that such loss or damage is caused by (a) the gross negligence or willful misconduct of the Lessee, or its employees, or agents, in the use of the Leased Premises; or (b) the Lessee's default under the terms of this Deed, Nothing contained herein will require the Lessee to defend, indemnify or hold harmless the Lessor or its employees, and agents, for Losses or damages related to claims or bodily injury or death to any person or damage to property to the extent caused by the gross negligence of willful misconduct of the lessor, or its employees or agents.

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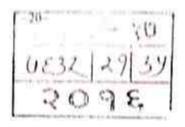
13.2 LESSOR INDEMNIFICATION

13.2.1 Notwithstanding anything to the contrary contained herein, the Lessor will Indemnify, defend, and hold the Lessee, and its employees and agents, harmless from any and all loss or damage which the Lessee may sustain by reason of claims brought against the Lessee alleging bodily injury or death to any person or damage to property to the extent that such loss or damage in caused by (a) the negligence or willful misconduct of the Lessor, or its employees or agents, in connection with the Leased Premises; or (b) the Lessor's default under the terms of this Deed, Nothing contained herein will require the Lessor to defend, indemnify or hold harmless the Lessee, or its employees and agents, for losses or damages related to claims of bodily injury or death to any person or damage to property to the extent caused by the negligence or willful misconduct of the Lessee, or its, employees or agents.

14. FORCE MAJEURE AND DESTRUCTION OF LEASED PREMISES

14.1 None of the parties hereto shall be responsible for any delay or non-performance under this Deed which shall be due to any force majeure event such as without limitation, earthquakes, typhoons, floods, fires, strikes, riots, civil commotion, wars or warlike condition, restriction, change of laws, regulations, and all or any other cause of a like nature beyond the control of the parties (hereinafter referred to as 'Force Majeure Event). The party which



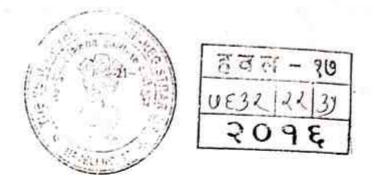


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chims occurrence of a Force Majeure Event, shall as coon as possible notify the other party of the occurrence of such Force Majeure specifying details of the force Majeure Event.

142x in the event the Leased Premises or any part thereof is destroyed or damaged by any Force Majeure Event Including earthquake, flood or any other natural calamity, or governmental action, to such an extent or degree that the Lessee is unable to continue its normal activities therein, or if the Leased Premises are rendered unfit for occupation for a continuous period of more than Sixty (60) days, then the Lessee shall have the option to terminate this Deed as from the date of such event. In the event the Lessee exercises such option to terminate this Deed, the Lessee shall not be liable to pay any Rent from the date of such event, and the Interest Free Refundable Security Deposit and all other amounts paid in advance by the Lessee, shall fall due immediately and be repaid in full by the Lessor to the Lessee without demur subject to clause 6 hereinabove.

- 14.3 In the event the Lessee does not exercise the option to terminate this Deed within Sixty (60) days of the expiry of Sixty (60) from the date of such damage or destruction, or in the event the Lessee is of the opinion that the damage is minor and the Leased Premises could remain fit for normal occupation, this Deed shall be deemed to continue and shall remain in force and the Lessee shall, at its own expense, and as speedily as circumstances permit, perform such rebuilding and repair as maybe necessary to restore the Leased Premises to its original condition. There shall, however, be a pro-rata abatement or Rent payable from the date of damage or destruction till the Leased Premises or the effected part of the Leased Premises, as applicable, is restored is restored to its former condition, apportioned on the basis of actual lensable areas being used by the Lessee.
- 14.3 In the event the Lessor fails to repair the Leased Premises as per clause 7.4.1, the Lessee shall have the option to carry out such repairs itself, and any expense incurred by the Lessee in this regard shall be adjusted against the Rent and other dues payable by the Lessee to the Lessor.
- 14.4 In the event the Lensed Premises or any portion thereof are rendered uninhabitable or unusable or any of the utilities servicing the Leased Premises or the common areas are interrupted so as to render the Leased Premises uninhabitable or unusable as a result of any act of omission or commission on the part of the Lessor and such uninhabitability or unsuitability



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continues beyond a period of Sixty (60) consecutive days, the Lessee shall be entitled to suspend payment of Rent until such time as the Leased Premises are inhabitable or unusable. In the event such uninhabitability or unsuitability continues to The period of Sixty (60) consecutive day, the Lessee hall be entitled to immediately terminate this Deed.

15. QUIET ENJOYMENT

15.1 The Lessor undertakes that it will ensure that it may peaceful enjoyment and possession of the leased Premises by the Lessee at all times through the Term. Further, the Lessor shall provide to the Lessee twenty-four hour un-interrupted access to the Leased Premises, seven days a week

16. NOTICES

16.1 Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if (i) delivered personally; (ii) sent by prepaid courier service, airmail or registered mail; (iii) sent by prepaid by facsimile or other similar means of electronic communication (with confirmed receipt) (iv) Registered Post Acknowledgement Due R.P.A.D in the case of notice to the Lessor, if addressed to it as follows:

If to the Lessor;

M/S. VAISHNAVI PROMOTERS & DEVELOPERS, Registered Partnership Firm, Through its Partner

MR. SANDEEP VITTHAL KATE,
 Age – About 44 Years, Occupation – Business,
 PAN No. ACPK0561C

2. MR. SANTOSH VITTHAL KATE, Age - About 40 Years, Occupation - Business,

MR. NILESH VITTHAL KATE,
 Age – About 35 Years, Occupation – Business,

No. 1 to 3 R/at.- Pimple Saudagar, Tal. Haveli, Dist. Pune,

And in the case of notice to the Lessee, if addressed to it as follows:

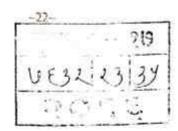
CREATIVE EDUCATION SOCIETY

O/st.- Challenger Public School, Pimple Saudagar, Tal. Haveli, Dist. Pune-411027,

Where notice is issued by facsimile, a confirmatory copy shall be sent by prepaid courier service, airmail or registered mail dispatched not later than the following the day on which the notice is transmitted by facsimile.



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whether notice is delivered; (i) personally, the same shall be deemed to have been received on the date of delivery; (ii) by fax, the same shall be deemed to have been delivered when the sender receives the confirmation of the transmission of the fax from the fax machine from which it is sent; (iii) by prepaid courier service, airmail or registered mail, the same shall be deemed to have been delivered within 3 days from the date of posting.

16.3 Any Party hereto may change any particulars of its address for notice by notice to the other in the manner aforesaid.

17. ENTIRETY AND SEVERABITLY

17.1 This Deed including the attached Schedule constitutes the entire agreement between the Lessor and the Lessee with respect to the Leased Premises and supersedes any other prior oral or written communication, representations or statements with respect to the transaction contemplated in this Deed. This Deed shall not be modified, altered or amended in any manner except by an agreement in writing executed by both parties. If a court finds any provision of this Deed to be invalid, the remainder of the Deed will be valid, enforceable and effective.

18. AUTHORITY AND FINANCIAL STRENGTH

18.1 Each Party represents and warrants to the other that it has full right and authority to enter into this Deed and by doing so violates no existing agreement or indenture to which it is a party or by which it is bound or affected. Each Party represents and warrants to the other that it has the financial wherewithal to perform its obligations under this Deed.

19. REGISTRATION OF THE DEED

19.1 The Parties each agree that any costs related to stamp duty and other registration charges applicable to the deed shall be borne by the Lessor and the Lessee equally, in the name of the Lessee, and the Lessor has reimbursed his half share of such amount to the Lessee. The Lessee shall register this Deed with the office of the sub-Registrar, Haveli, and the Lessors shall provide all cooperation in this regard as requested by the Lessee and for procuring the approval of all applicable authorities

20. DISPUTE AND RESOLUTION

20.1 Any distance arising out of this get should be governed by and con trued in accordance with the laws of India. The courts of Pune shall have exclusive jurisdiction. Any difference dispute, controversy or classification may arise between the parties hereto out of or in relations to or in connection herewith, or its breach, termination, effect, validity interpretation or application shall be settled by the parties, in the first instance, by mutual negotiations and agreement. If, for any reason, such dispute cannot be so resolved, the same shall be settled in accordance with the laws of India.

21. OTHER REMEDIES

21.1 Any anc a i remedies herein expressly conferred upon the parties vill be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remacy will not preclude the exercise of any other remedy.

22. GOVERNING LAW

22.1 This Dead shall be governed and construed in accordance with the laws of the Republic of India.

COUNTERPARTS 23.

23.1 This Dere is executed in one original. The photo copy shall be retained by the Lessor.

RELATIONSHIP BETWEEN THE PARTIES

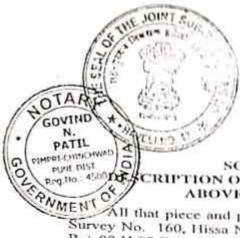
24.1 Nothing in this Deed shall be construed as creating a partnership or joint venture between the Lessee and the Lessor. Neither party will be deemed to be an agent of the other party as a result of any act under or related to this Deed, and will not in any way pledge the other party's credit or incur any obligation on behalf of the other party.

DEFINITIONS 25.

Any terms defined in this Deed shall have the meanings assigned to them in this Deed.

26. LEGAL FEES

26.1 Notwitl standing the above, each party shall bear their own legal costs with regard to this Deed.



UF32 29/11

PAPER DIST SCHEDULE

ENGINE 4500 DE CRIPTION OF THE LEASED PREMISES

ABOVE REFERRED TO

Survey No. 160, Hissa No. 2/1, area admeasureme 00 H 27.75 R + 00 H 02 R Potkharaba, total area admeasureme 00 H 29.75 R, out of it area admeasuring 00 H 09.91 R i.e. 0 664 Sq. Ft., situated at village Pimple Saudagar, Faluka - Heveli, Dist - Pune, standing thereupon and within the limit of Pimpri Chinchwad Municipal Corporation and within Registration of Sub-District of Haveli and Registration District of Pune and being bounded on its four sides as under-

On or towards East

: By property of Mr. Shanker Kate.

On or towards South

: By 45 MTRS BRT Road.

On or towards West

 By property of M/s, Van heavi Promoters and Developers.

On or towards North : By 12 Mtrs. Wide Road.

IN WITNESS WHEREOF the parties here o have set their hands and seal to these presents on the day, month and year first above written.



my Company

I. MR. SANDEEP VITTUAL KATE



Mingini.



2. MR. SANTOSH VITTHAL KATE



3. MR. NILESH VITTHAL KATE Partners of M/S. VAISHNAVI PROMOTERS & DEVI LOPERS,

(LESSOR)





For CREATIVI UCATION SOCIETY
Trustee and Secretary
Authorised Signatory
MR. SANDI EP VITTHAL KATE
(LESSEE)

WITNESSES:

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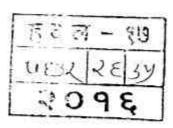
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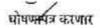
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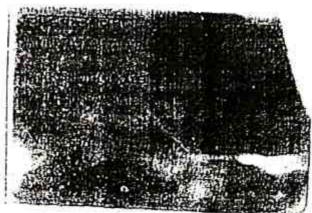


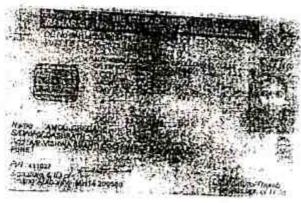


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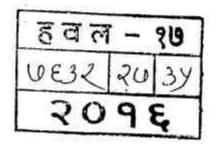








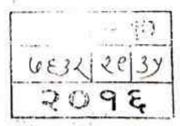




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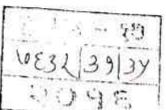
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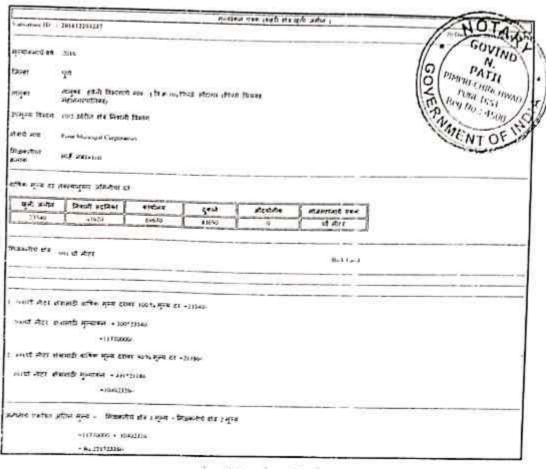
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मी, श्री. अमील दशस्य घेगडे, याद्वारे घोषित करतो की. तस्मूलें निबंधक हवेली क्र. १८/२६ यांचे कार्यालयात लिझ डींड या शिक्तिमा दस्त नोंदणिसाठी दाखल करण्यात आला आहे. मे. बैष्णवी प्रमोटर्स उटेंड डेव्हलपर्स तर्फे भागीदार श्री. संदीप विश्वल काटे, श्री. संतोष विश्वल काटे व श्री. निलेश विश्वल काटे यांनी दि. १८/१०/२०१० रोजी कुलमुखत्यास्पत्र दस्त क्र. १३००/२०१० दुय्यम निबंधक हवेली क्र. १८ अन्वये मला दिलेल्या कुलमुखत्यास्पत्राच्या आधारे मी सदर दस्त नोंदणीस सादर केलेला आहे. निष्पादीत करून कबुली जवाब दिलेला आहे. सदर कुलमुखत्यास्पत्र लिहुन देणार यांनी रह केलेले नाही/किंवा अन्य कोणत्याही कारणामुळे रहवातल ठरलेले नाही. सदरचे कुलमुखत्यास्पत्र पूर्णपणे वैध असुन उपरोक्त कृती करण्यास मी पूर्णपणे सक्षम आहे. सदरचे कथन चुकीचे आढळुन आल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये मी पात्र राहीन यांची मला जाणीव आहे.

दिनांकः **११**/१२/२०१६ स्थळः पिंपरी, पुणे.

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Summary1 (GoshwaraBhag-1)

व्य**ागामाराः** पुरुवार,22 द्वितीवर 2016 6:40 म.सं.

दस्त गोपवारा भाव-1



दम्य अभाव: क्ष्मम 17 /7632/2016

arat qeu; € 2,21,72,320/-

भावदशा: ह, 5,00,000/-

भगमेंसे मुद्दांक शुरुक: क 9,97,900/-

दुनि नहुदुनि हुच्ल 17 माचे कामीलमात ज कः 7632 अनं दि:22-12-2016

गेजी 6:38 घ.न. था. हजर फेला.

दरत हवर करणाऱ्याची मही

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पानती दिनांक: 22/12/2016

सादरकरणान्यचे नावः क्रिएटीव्ह प्रव्युकेशन सोसायटी धर्फे विश्वास् आणि सेक्रेटरी / अधिकृत नष्टी करणार की. संदीप विद्वस काटे

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बाह्य कृत का निर्माणका अवर्गात-17

वस्ताना प्रकार: बाडेपडा

मुद्रांक भुरकः (एक) कोणत्याही महानगरमानिकेच्या हृद्दीत किया स्थानगर असलेल्या कोणत्याही कटन क्षेत्राच्या हृद्दीत किया उप-खंड (दोन) मध्य नमुद्र न केलेल्या कोणत्याही सागरी क्षेत्रात

निवार के: 1 22 / 12 / 2016 06 : 36 : 14 PM भी नेख: (सादगैकरण)

जिल्हा क. 2 22 / 12 / 2016 06 : 37 : 15 PM भी वेळ (फी)

प्रातंज्ञापत्र

समर दस्तऐयण हा नोंदणी कायदा १९०८ अंतर्गत असलेल न्युदीनुसारच नोंदणीस दाखल केलेला आहे. तस्तातील सपूर्ण गणकूर निष्पादक व्यवसी, साक्षीदार च सोधत जोडलेल्या कागदपत्रांची आहि दस्ताची सत्यता, वैधना कायदेशीर नाबीसाठी खालील दस्त निष्पादक व कबुलीधारक है संपूर्णपणे जबाबवार सहतील.

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य दार यांनी अर्जानायल भारर फेलेले रार्व ध्रक्तमांद उद्यार, वन विभागावाजिल यसीय बनाती था । सहस्रितदार हवेली प्रांचा स्थळपाहणी शहयाल व कार्यालयातील अंतिनंगर गंजिस्टर सर्गाल नोट पाइठन असे विभून यह की.

- विषय तीन जनिनी जर्जदार यांच्या खुद मालवीच्या आहेत.
- विकय होन निकारनामधील जिमिनीयावत ॲलिनेशन रजिस्टर गहाता सदर जमीन योणत्याही विकय १ दिन्त यह गाडी.
- ३ वक्ता तक पूर्ण प्रमचिमान पुण याचेकडील क्र कस-६' क्रांनि/१९५५/२०७५-६० दि १४ में, २००९ नुसार मा नाम्यांलयाल पार्वावलाच्या संस्थीत प्रमाधी वादी व सीडी वायमन स्वयं लगीन ही धन जीनन लाई।
- तर्राव एक च्यांनी वांचकडील के विवासमाध्यति(१२६/६१, वि. १८०५/३०६९ रोजीका खळगाहणी देखेंट (यस) प्रत्यापित देखानाचे प्रत्यास्त्री पूर्वी वांचलान देखेंसे नाही.
- वहसि चार एरेली वांचलडीत दिसांस १८/०५/२०५५ रांचीच्या स्थालपाष्टणी वरक्रसंघायरून प्रसामित सेचातुः वस्य दावाची विवयुन वाहिती जात नाही.
- वानरी जीवन (क्रमाल धारणा व विनियम) अधिनियम, १९५६ निर्शतिल बारण्यात, वेकन द्वारानाने जाणी क्रिनेत (क्रमाल धारणा व विनियम) निरम्न अधिनियम, १९५५ दिमाक २९/५६ २००६ प्रापुन व्यक्त प्रमान आहे गामिनाचे मार्गिकास विभागकातील प्रत्र क नाजक-१०(२००८) /प्र वा.१ / २००८ गामका-१, दिमाक ०९मार्च, २००८ अन्ययं क्रमाम १०(३)/१०(५)/२० द २५ असमीन क्रमणात आहेल कार्यवादी, वगकता, अन्य कल्लांतरील आलेल्या कार्यवादीकावल मा. ज. क. धा. अधिने भोतरील गायामनी आपन्यवादा नाही, द्वधापि, जनीन सारकाव्यक्त में विकासकाव्यक्त विकी अध्या विकास परवादमी वाणीलहरूक मिळळती संदर्भीय निरम्न अधिनियमध्या सरक्षित जनम के कार्यवादी आलेला मार्गी, या आरायाचे राज्यका व व्यवह उ.२००/- चे स्टेम्पांपश्चर प्रथात व्यवत अभिनेत्रमांच हरणांपरग्वर प्रथात व्यवत अभिनेत्रमांच हरणांपरण प्र विकासनाम परवादमी देव्यक वाणी अप्राप्त मुचना किन्नुम्या वाणा

्यानुसार अर्थावार भागी निर्देश नमुन्धातील शब्दावाय व वेधमण र ३००% है स्रोत्सीमारकः विकास १८७५ ५६६ नहीं नावर केनोर्दे आहे. सावर केनोर्देश गण्यापता व काराजानसङ्



ध्ययोजिन जमीन मीजे पिमले सौसागर, ता. हेवेली, जि. पूर्ण बेशील से.म. १५०/१ व १६०/२/१ वा क्रिक्सीमाभ्य विकरणयन दाख्त केले नजून उपमधील क्षेत्र अतिरिवत होत नसस्वाद प्रतिज्ञापीत व्हाने आहे.

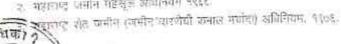
भेरपुत निकामतीवाचन स्पूलसी कायदयालर्गत क्षयंदार वांगी दिवरणपत्र पश्यल केले ाते पानव? जरमेव कलम ५० (३), ५७ (५) अन्वये कार्यवाही केलेल्या यादीमधी समेच कलम २० स्थ्ये सुर विशेखाः कल्प २५ खालील खोजनांचे यादील सदर जमिनीचा समावेश आहे काव? हों। प्रकरणापट्य कलभ १ (६) अन्यये मिर्णय डोऊन अतिरिक्त क्षेत्र निर्देश चौकित केले लेसिलैस ादरको प्रकारण आपल्या कार्यालयामध्ये उपलब्ध आहे काय? यागावतची माहिती र॰ दिवसामध्ये गावर करणेपाचन युपलसी कर्जालयास यत्र क पगह/एनए/एमए/एमए/१२०७/१३, वि.१०/६८/३०१२ म्यये कळादिगेत आसेले होते. तथापी सदस्थितीमध्ये सदर्घे पत्र युएलसी कार्गीतयांच पादपुत विचसांपेक्षा अधिक जालाको होजनही युग्लसी कार्यातमाळडील अभित्राय प्राप्त झाएँली नाही. स्मनी सा सार्वालयाकरे पुणे नागरी समुह कार्यालयाने त्याप्रेक्टमिल पना क.युएलर्स्/सीए-/निद्युष्/२००७, डि.०५/५५/२००७ अन्येते सुर्ण मागरी समुहातील समाविष्ठ मागलील स्था गट म्मीकाच्या क्षेत्राचाठी सुएलसी कायदा कलन ६ अन्तर्ग विवरणपत्र दान्यक शालेले य कलम. ৩(হ), ৭০(৭) अन्यये कार्यवाहीमामतची खुदी य सीडी या कार्यालयास पादविसंती आहे. स्मा थादी सीटीमुखर प्रश्नावित मीजे पिषके सीदागर, हा हथेसी, जि. पूर्ण रोवीस स.म. १५९/६ इ ६०१२ म महाल १८५३,६५ च. मा. अर्जना या रादीत समावेश दिसून वेत नाही.

शासन्याच नगर विकास विभागाचे एवं छ.नाळवा-२२१५/प्र.क. १३८/नायाकचा-२, दिनांक 19/0E/२०५५ नुसार क्यों प्रकरणी युएतंसी कंत्यदा कतम १०(३), २०(५) नुसार कार्यवाही इन्लेली " ाही अधवा ती प्रलेवित आहे तम प्रकरिपी नुएलसी/नागरी समूहाककृत अमिपाव अधवा वर हरफत ण्याची अलस्यकता मसल्याचे स्पष्ट केले आहे.

तसंघ तदर जमिनीयायत युएलजी कडील विनाय ०३ है, २०१९ रोजीये प्राप्त आलेली ादी व राज्यनाच्या नगर पिकास विभागाकहील दिनाक ७ जुन, २०५१ रोजीहे प्रामुसार. तिज्ञायहीयन्त्रील पत्री, ३० संदिग्ध प्रकरणांची यादी व बनागट/जीगस आदेशाची यादी पासल ावयोगिया जमीनाचा त्यामध्ये लनावेश मोही.

मा. विभागीय आयुक्त, पुणे विभाग, पुणे यांचेकडील परिपत्रक समावा मह-२/जमीन रजनरल / क्षारक र/७७७२/२००३, विशाक २२/९/२००३ गंधील ठरगुडीनुसार विहीत भमुन्यात अर्जवस्य वांनी पविक पत्र य शक्षिपण दान्त्रल केले आहे. सदर प्रतिहापधारा विषयांकित जमिनीचे यावत खल्लील नमुद केलेल ह कोणस्वाती कावस्थाच्या सरसुदीया भग आलेला माही असे विशाद केले आहे.

- मृद्धं कुल शांध्याट य शेंटजमीन अविभिन्न, १९४८.
- २. महाराष्ट्र जमीन महसूल अधिनियम पर्धाः







- इनाम कीनी खालका करण्यात्वाडीचे निर्मिष्ठत पेत्रचेने दिन्छि। कामदे
- मूबई : कड पासपमास प्रतिया ग्रामणे म ज्योन मुम्बिक्षण ज्यो अधिवित्रम, भगतः
- ा, महरश इंडाइस्मी वने संगादन अधिनियम, ४९७५
- ७. महाता : अनुसूचित जगातीच्या जमिनी प्रत्यापित ऋरणे अविनिगम, १२७४.
- ं गामरी जमीन फगाल घारणा अधिनियम, १९७६.
- ्. महारा <u>:</u> प्रवश्थमातील व्यक्तिस्ये पुनर्वसन् अविनियम्, १९८६.

रुपदी ल अमुद कायद्यातील तस्तुर्धीचा भंग होत रासल्याचे तसेच विप्रयायील जमिन वर्ग ३ वेदी मसलेहे अतिहाणसात ममुद्र येग्लेस आहे.

रुजेंट र याची नियोजनामधील समाविष्ट केलेल्या स.नं. १५१/१ ए १६०/२/१ मधील अनुहोत १५५९.६४ में) भी. शक्षाणिक या वाजिक्य क्षेत्रासाठी लागू असलेत्वा क ०,९६ पेसे प्रती हो. भी. दसने क्षानास वापि र अधारारणी रवकम २५वं १३५५/- व स्थातरीत कर र. ल. ६७७५/- अणी राष्ट्रम क. ८९३०/- इस में शतकार दिनांगः ०१/५२/२००२ रोजी शास्त्रतस्य जमा थेलेसी आहे. तसेच अजंदार यानी सवर : क्रॉपन क्षताची मोजणी करणेकामी मगर मू-मापन अधिवारी, पिपरी विचयड यांचेकडे रक्याम र ६२ ०००० इतामी रहकम दि ०३/५२/२०१२ रीजी जम्म केलेली आहे.

हा हा जामनीवरील नेवंदितव प्रायक्तम् अत्राद्यांके पिपरी विध्याक महानगरपासिका गर्मी के. को.ची./मिंग.४ अ.फार्म?/st./2010. दि.42/99/2090 अस्यये गजुर केमंले आहेत. त्यानुसार संदर हावकाम सुर करणवाचा दावाला (कर्मनागर सर्टिकिकेट) दिलेला आहे.

कीट वस्तुरियतीका विधारात चेता. अर्जदार है वाणिका प्रयोजनार्ज वापरासाठी अकृषिक परवानगी देः पान पाठ आहेत. सवव, महासाद् जमीन महसूस अधिनियम १९६६ वे कलग ४४ व न्यास्थातील लेगमानुसार महा प्रदान करणेत खालेल्या शवसीनुसार भी, विवास देशमुखः. जिल्हारीकार पूर्व अर्जदार, और शंकर नयू आहे, स. विपन्ने सीदागर, हा. हरोली जि. पूर्वे याना कालीस समुद्र क्रमोनीत्वा १४५५६६४ ची.मी. पैकी शस्यासालील ५२ ०० ची.मी वजा जाता उद्देशीत होत १४९९.६४ प. मी. क्षेत्रास पाणिज्य (शैक्षणिक) प्रयोजनासाटी खालील जहीं व सर्तीवर अपूर्णिक परवासभी देश आहे

विनर्शती गंजर कराययाच्या अमिनीचे प्रणंग

M.TE.	म बाबे भाय	तमशहा गण्ड करवयाचा जारनाव वर्षा	क्षात्र (चीएस मीडर)		
्र साव गर वा.	अजंदार यांगी रेक्सका राकाशात नामाधिक केलेले केल	गुरुष्य ६४ मा मी			
	(-) रीड रीट -र्यक (रीड धर्डडींग)	पुरु छ। सी मी			
	चिन्त्रोती कश्यचार्व भिन्नक भाग	१४१४ ६४ मी सी			
¥.		चिन्हाति शब्दाचे प्रधाजन	वाणित्य (शक्तिक)		





सर ए शनी

- सदरची परवलागी सहागान्य जर्मान महस्कृत अधिनियम बर्द्ध व त्याखानील निवमान्यये देवल यह
 आहं
- २. सच्च निर्देशतामधील अव्यक्ति प्रयानमंत्रि एकुल १४५३.६४ वर्ग, मी. इतक डाट आहे. तथामी या तिकामी मिवियात गम्मानं क्षेत्र समावित्र सराम या जागेवर ३०,००० वर्ग, मी. पंच जानते क्षेत्रकाम आराध्याचे स्थल्याचे प्रयोगस्य विभागाचा ना इसकत बासला मेरी अनेवार स्थलस वाला मेरी स्थलस वाला मे
- 3 अर्थवार यांनी वर्मामीचा कपर स्वाकील इसासीलङ क्या करकारताठी दिला आहे स्व मारमालाठीच करावा. प्रमिनीचा थापर अन्य चारमालाठी विरङ्गिवेचारी योगे प्रस्थानची विद्याप कर नये.
- ४. जगोमीया अनुमित्र यापर या आदेगाचे दिनाकायानुन मृत काला कर्स सम्पर्णत पेत आहे.
- मृतिनीया अञ्चलक बानर आदेशामुद्रीय सुरु केलेचे निदर्शनाम आठेल छजेबार नहासङ जनीत.
 में सुल अधिनियम १९६६ में केलम ४५ मधील सरस्दीतुलार कारवर्डन बाज सहतीत.
- ६. पेंग्सी विदेशक महानगरपालिका दानी हा, बी.टी.(पिएके सोदागर/४६/२०१०, दि.१८/१६/२०१० विदेश मेंद्री फेटील्स रेस्सीयन / इन्ताल मंद्राराजनार) अर्थदार पॉनी बांडकान केले पाहित व पानाव सोनारपाही प्रकारक संस्थात सम्माग्री संपादल सम्माग्रीकार प्रकारणी विश्वास तक नद.
- 0 1 लिखायात नगर सुनापन अधिकारी विदेशी विकास प्रांत्रकारील ता. मो.र.म.३०६८ व १०६६ व १०६६ व १०६६ व १०८६ ते. १०८५५/२००१ अन्यर्थ केंद्रेन्स्य विदेशहोते मेंद्राणी नजाराजील इंद्रेन्स्य अधित सङ्ग सदस्यों मानुती वेणेत येत आहे. विषयंत्रील जनिर्माच्या महिमादीचे /हरीने अनुसंगते काही वाद्य न्यायात्राची द र सदस्यायात्र त्याची सर्वत्यो प्रधायात्री अर्थवात् / मानुत्र कोटी नाहील प्रकारणी सर्वत्य मानुत्री काल्यात अंगा प्रकारणी प्रवाहता अर्थवात्र मानुत्री प्रवाहता अर्थवात्र प्रवाहतात्र व्यवस्थात्र प्रवाहतात्र व्यवस्थात्र प्रवाहतात्र व्यवस्थात्र प्रवाहतात्र व्यवस्थात्र प्रवाहतात्र व्यवस्थात्र व्यवस्थात्य स्थात्र व्यवस्थात्र व्यवस्थात्य स्थात्र व्यवस्थात्र व्यवस्थात्य स्थात्य स्थात
- या की जमाल जमीन बाक्या आधिनपम नगढ़ अतर्गत अतिरिक्त इत्विकेत आसमी तर्मद बोक्स प्रवासको बादी / ती. डी. इ. माहिती ही बिवरी विद्याल महान्यार प्रतिक बाद्या क्षाणीलयल इस तथा आहे. पहल साहितीच्या आसी बड़ताल्यों करून बाबदान सलाही विवरी विकास वह दूसरमातिका बानी मणूर यहाँसे आहेत, असे गृष्टीत बातन अन्तुकको अङ्गविक परकारमी देखाल यह शाह.
- आं स्थित नेसर्गिक नाले /नडी ही प्रस्तुतक्या क्षेत्रमधून गेलेटी आहे लिए नहीं द्यादरतकी का रजना गिपरी विभवन महानगरमहिला यांचे लगावान जलन नवरचे स्थावन बावतान महागाना मंत्रुरी दिलानी असल्याव गृहीत प्रस्तात विवाद संवदनी वाद्यमानी देवेत देन बाहे.





- महाराज्याचा त्यानिक वाल्य अभिन विकेत्स अंतर १९०३ अन्तर्य वाधित श्रीणाच्या क्षेत्रांगको सहरच्या वहाँ उत्पादका त्यानिक गसल्याची खाली कल्लाव विकरी विकाय महानगरणालिको स्थान्य त्यावरण करून वाव्याम नकहाँ पंजूर केले असल्याचे मृहीत वरण्यात रोजन सदस्यी अकृषिक स्थानमी वेण्यात येत आहे.
 - पः अर्लदार यांनी प्रद्वाधित केलेल्या क्षेत्रावायत गाणित्य प्रयोजनात्वाठी 'ए.०.९६ पेले प्रती जी भी. या दलने अपूर्विय लाख शास्त्राल भरावा. सदरती आवारणी ही तात्पुरत्वा स्थलपायी असून. दिसांक १/८/२००६ पालून सुनारील दर अमलात अल्यानंतर स्थानुसार फरवाधी स्थलम् स्थलप शासन्तर जमा करणे अर्जवार अर्वेवार वंशनकार्त्व राहील.
 - अंजेतार यांनी विषयांकीत जांगेची मोजागी करणेकामी नगर मुनापम अधिकारी विषयी विषयक अर्थकानून नंजूर नकाशाणमाणे जागेकर मीजागी जरून येणे अर्जंदारायर वंधनकारक राहील
 - ससंच प्रस्तुव अभिनीचर शासनाने रोक्षोपळी निश्चित केसेस्य वसने अमृचिक आकारणी दरवर्षी भरते अर्लदारावर विधनकारण आहे.
 - स्वरची अकृतिक प्रयानगी, गामरी असीन क्रमाल धारणा कायवा १९७६, मुंबई कुळविद्याट य सेळजमीन अधिनियम १९४८ य महालगरपालिक कावदकाचै तस्तुदीश पाण चाहुम चेण्यात आसी प्रकृति
 - अकंदर यानं भड़तान् जमन् नहसूत जनमित्रम ग्रन्सस क्रम्स म अकृषिक तालारणी। नियम १९६९ हे प्रारक्षिक ४ थ ५ मधील वर्ष असी म रार्लिया अस्त्रेस करन सनद करून व्यक्ति.
 - स्ट्र आदेणालील अटी क यतींचा भग केल्याल कार्जवार महाशास्त्र जमीन महसूल अधिनिधम १९४६ व इपाकाणील निधमानुसार इंडाल धार्च राष्ट्रतील तसीच विलेली अकृषिक परवासमी रह समजणीत यहेल.
 - श अजवार वामी सादर फेलेली कोणतीही महिली तसेच प्रतिकायकात समुद केलेली पाच अपवा प्रामादगर ही चुकीची अथवा दिशागुल करणारी अध्यक्षत्यास प्रस्तुतथी प्रश्चामणी हम समल्योत बेईल.

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American and American Services

Creative Education Society

(Govt. Regn. No. F-23311, Punc)

Regd. Office | Moliram Park, Kotharud, Pune 411 038. Branch | Near Planet Millennium Society, Pimple Saudagar, Pune - 411 027, Phone - 020-27490005

Extract of the Minutes of the meeting of the Trustees of CREATIVE EDUCATION SOCIETY at its Registred office at MotIram Society, Koth ud, Pune 38 on Mondy at 31.12.2012, 11 a.m.

EXEC ITION OF LEASE DEED AND AUTHORIZATION TO EXECUTE LEAVE AND LIES SE AGREEMENT

RESCLVED that the Trustees of the Creative Education Society have decided to obtain on lease, Land bearing Survey No. 160/2/1, 159/1, 160/1, having corresponding City Survey No. 1231 (p), 1232 (p), at Pimple Saudagar, Taluka – Have i, Dist- Pune along with construction admeasuring standing thereupon.

RESULVED FURTHER that MR. PRASHANT MADHAV DANI, Trustee/ authorized signatory be and is hereby authorized to do the needful acts to give effect to the above resolution, and to sign and execute all Lease Agreements/ deers, etc in respect thereof."

Ger Creative Educator Rociety



Samuel (GoshwamBlage))

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⁵⁷ हैं। विकास नाइ न प्रभा

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<u>धामानिम</u>

श्रेमद्वराचा देना

पालील पश्चमाराची कहाती उपलब्ध नाही.

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ा, चंबस मधुः हाहे.

। तीट नः -, माळा नः -, इन्यतीचे नादः -, वर्गेक में: नवरुष्य, प्रतेट में. १७, व १८, विश्ववाती कॉलनी, जिन्छे । विस्ता, पुण, तव नः -, महातास्ट्र, पुणे. । ∨1PK9525H

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Regn.:39M

Friday, June 03, 2016 1:15 PM

पावती कें.: 6004

दिनांक: 03/06/2016

गावाचे नाव: पिंपळे मादागर

दस्तऐवजाचा अनुक्रमांक: हवल18-4802-2016

दस्तांग्वजाचा प्रकार : भाडेपट्टा

मादर करणाऱ्याचे नाव: क्रिएटीव्ह एज्युकेशन मोमायती तफें अधिकृत गही करणार श्री, संदीप विष्ठल काट

नांदणी फी

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पृष्ठांची संख्या: 37

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सह-बुट्यम निबंधक हबेली क्र.१८,(वर्ग २),पुषे

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

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बॅकेचे नाव व पत्ताः

2) देवकाचा प्रकार: By Cash रङ्ग: रु 740/-



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(1)विलेखाचा प्रकार

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(4) भू-मापन,पोटहिस्मा व घरक्रमांक (अमल्यास)

1) पालिकेच नावःपिपरी-चिचवह म.न.पा. इतर वर्णन :, इतर माहितीः विभाग इ. 10/2 गांव मीज पिपळे मीबागर,ता. हवेसी,जि. पुणे. वेथील मन्हें नं. 160,हिस्सा नं. 2/1,बांसी क्षेत्र 00 हे 27.75 आर + 00 है 02 आर पोटकरावा,गांसी एकुन क्षेत्र 00 है 29.75 आर,पार्पकी क्षेत्र 00 है 09.91 आर म्हणजेच 10,664 वर्ग. कुट.((Survey Number : 160 ;))

(5) क्षेत्रफळ

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(6)आकारणी किया जुडी देण्यात असेन

(१) इम्नग्रेवज करन देणा-मा/लिहून ठवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुबुमनामा किंवा आदेश असल्याम, प्रतिवादिनं नाव व

 ताद:-क्रिएटीव्ह एव्युकेशन सोसायटी तर्फे अधिकृत सही करणार श्री. सदीप विद्रुल काटे वय:-44; पत्ता:-प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: ., स्लॉक नं: ., रोड नं: विषळे मीदागर, ता. हवेली, जि. पुणे., महाराष्ट्र, पुणे. पिन कोड:-411027 पैन नं:-

(8)दस्तरंत्रज करुन येणा-या पसकाराने व किंदा दिवाणी न्यायालयाचा हरूमनामा किया आदेश असल्यास,प्रतिवादिचं नाव व पत्ता

1): नाव:-मं. बैटणबी प्रमोटसं अण्ड डेव्हनपर्स तर्फे भागीदार थी. संदीप बिठ्ठम कार्ट, थी. संनीय विठ्ठल काटे व थी. निलेश विठ्ठल काटे तर्फे कबुलीजबाद कुलमुखत्यारधारक स्हणून थी. अमील दशरभ भगढे वय:-26; पत्ता:-प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: ., ब्लॉक नं: ., रोड नं: पिपळं सीदागर, ता. हवेली, जि. पुणे., महाराष्ट्र, पुणे. पिन कांड:-411027 पैन नी:-

(9) इस्नांपुद्रज करून दिल्याचा दिनांक

03/06/2016

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वस्तासोबत नुक्कल श्री/सी फा यांना दिली. दिनांक 04 06 16

(10)हम्न नोंदणी कन्याचा दिनाक

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(11)अनुक्रमाक, प्रंड र पृष्ठ

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(12)वाजारभावाणमाणे मुद्रांक शुल्क

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मुल्यांकनामाठी विचारात पंनलेला तपशीम:-:

मुद्राक शुल्क आकारताना निवहनेला अनुचंद्रद :- :

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

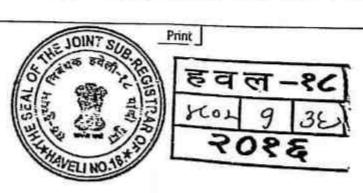




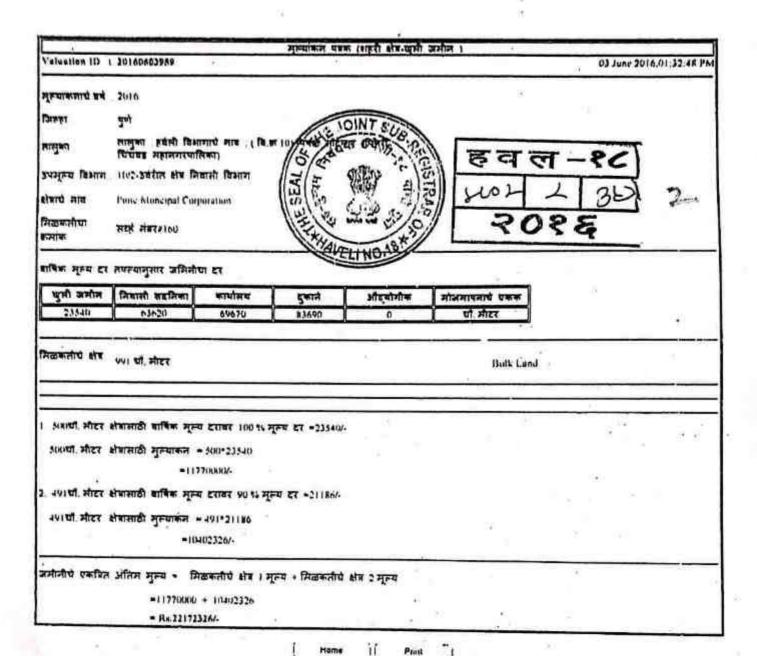
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// SHRI GAJANAN PRASANNA // AGREEMENT FOR Lease

LEASE DEED THIS LEASE DEED together with its Schedule (hereinafter referred to as the Deed') is made at PUNE and executed on this 3rd day of June, 2016

By and Between

M/S. VAISHNAVI PROMOTERS & DEVELOPERS,
Registered Partnership Firm,
Through its Partner

1. MR. SANDEEP VITTHAL KATE,
Age - Adult, Occupation - Business,
PAN No. ACPK0561C

2. MR. SANTOSH VITTHAL KATE,
Age - Adult, Occupation - Business,
3. MR. NILESH VITTI V KATE,
Age - Adult, Occupation - Business,
No. 1 to 3 R/at.- Pimple Saudagar, Tal. Haveli, Dist Pumpe

Hereinafter referred to as the "LESSOR"

(Which expression shall unless repugnant to the context or contrary to the meaning thereof shall deem to mean and include his legal heirs, representative, administrators, trustees, executors, successors, transferees and assigns)

of the FIRST PART.

WITH

CREATIVE EDUCATION SOCIETY
(School Name -CHALLENGER PUBLIC SCHOOL)
An education institute,
duly registered under the Trust Act and Societies Act
having its principal and registered
office at: Pimple Saudagar, Tal. Haveli, Dist. Pune,
Through its trustee and Secretary / Authorised Signatory MR. SANDEEP VITTHAL KATE,
Age - About 44 Years, Occupation - Business,

Hereinafter referred as the "LESSEE"

(which expression shall, unless repugnant to the context or contrary to the meaning thereof shall deem to mean and include its representatives, administrators, trustees, executors, successors, transferees and assigns)

of the OTHER PART.



The Lessor and the Lessee are hereinafter referred to in the collective as the 'Parties' and in the singular as a 'Party', as the context may require.

WHEREAS

- The Lessor herein is seized, possessed of or otherwise entitled to and is recorded owner of the property bearing a) Survey No. 160, Hissa No. 2/1, area admeasuring 00 H 27.75 R + 00 H 02 R Potkharaba, total area admeasuring 00 H 29.75 R, out of it area admeasuring 00 H 09.91 R i.e. 10,664 Sq. Ft., situated at village Pimple Saudagar, Taluka - Haveli, Dist - Pune, (which Land is more particularly described in the Schedule, hereunder written and together hereinafter referred to as the "Leased Premises"). The Lessor has informed, assured and represented that he is absolutely entitled to the said property, and the Lessor also assures the Lessee that he shall get constructed appropriate structure on the said Land, apart from the existing structure, as required by the Lessee, at the cost of the Lessor, and based on the representations, assurances and declaration given by the Lessor, the Lessee has decided to enter into this deed, and the same is the essence of this deed.
 - b) The Lessee inter alia, is an Educational institute in Pune and having its branches at many other places and locations in the Pune District and elsewhere in the state of Maharashtra. The Lessee herein desires / intends to set-up an education institute / school in Pimple Saudagar and was in the search of suitable place for their institute / school. Upon getting information about availability of the land owned and possessed by the Lessor, approached to the Lessor with a request to grant the premises owned and possessed by him on long lease to the Lessee Institute to set up the school on the said premises.
 - e) After having due discussions and negotiations by and between the parties hereto and on the request of the Lessee to take on long lease the said premises owned by the Lessor, the Lessor has accepted the request and agreed to grant his abovementioned entire premises on long lease to the Lessee institute, in accordance with the terms and conditions set-forth in this Deed hereunder.

NOW THEREFORE, IN CONSIDERATION OF THE PROMISES AND COVENANTS HEREIN SET FORTH AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT, ADEQUACY AND LEGAL SUFFICIENCY OF WHICH ARE HEREBY



ACKNOWLEDGED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

I. GRANT

- 1.1 In consideration of the Rent (as hereinafter defined) agreed to be paid and the covenants, obligations, terms and conditions mutually agreed upon hereunder the Lessor hereby grants on long lease to the Lessee and the Lessee hereby takes on lease from the Lessor, the leased premises for the purpose of setting up and/or running and conducting education institute and/or school (preferably in the name of "Challenger Public School") to fulfill the intention/aim of the Lessee (the Lessee, however, agrees and undertakes not to use the said leased premises for other purpose than agreed hereto).
- The leased premises has been handed over to the Lessee by the Lessor on as-is-where-is basis. The Lessor has an intention to construct a building and hence, shall submit plan sanctioned from the concern authority i.e. Pimpri-Chinchwad Municipal Corporation. However, due to unavailability of necessary funds, the Lessor could not carry out proposed construction on the Leased premises. The Lessee institute herein showed their readiness and willingness to complete the proposed construction of the building as per sanctioned plan by raising loans equivalent 10 estimated cost of proposed construction from various banks / financial institutes by mortgaging the leased premises to which the Lessor has agreed for The existing structure of and has been constructed by the Lessee, at the cost of the Lessee, as per the plan sanctioned by the Pimpri Chinchwad Municipal Corporation, and the Lessor has agreed that the Lessee shall deducted the amount that has been spent for the construction for the present structure, and amount to be spent for construction in future. And incase, the amount of rent payable falls short, then the Lessee shall be entitled to recover the same with interest @ 18 °A) p.a.. It is further agreed by and between the parties hereto that the Lessor will repay the entire amount spent by the Lessee institute at the time of taking back the possession of the leased premises. And Incase, the amount of rent payable falls short, then the Lessee shall be entitled to recover the same with interest @ 18 % p.a.. It is further agreed by and between the parties hereto that the Lessee is hereby fully authorized / empowered to deduct/ adjust the amount spent, from the rent payable to the Lessor every month. The Lessor has furnished the copy of the sanctioned plan to the Lessee for the leased premises as the leased premises exist on the date of execution of this



Lease Deed. The Lessee is entitled to carry out the construction as per the sanctioned plan and / or to make modification, changes, additions and alterations and fit-out from the date of execution of this Deed. The Lessee shall, however, obtain permission, if any required, from the concerned authorities and shall carry out modification, changes, additions and alterations and fit-out under the supervision of Architects, Engineers and Contractors at their own cost and expenses, however the same shall be re-imbursed by the Lessor to the Lessee. The leased premises are more particularly described in the Schedule written hereunder to this Deed.

The chargeable area of the Leased Premises is 10,664 sq.ft. The Lessor assures the Lessee that he is absolutely entitled to the said Land admeasuring 10,664/- sqfft, and shall also get the same demarcated from the appropriate Government/ Semi Government department / Local Authority, and the Lessor also confirms that he shall be liable and responsible to provide uninterrupted access and right of possession and the right to use and enjoy the premises absolutely, to the Lessee, in respect of the said Land admeasuring 10,664/- sq ft. and structure standing thereupon, and incase any dispute, claim, charge or any other encumbrance is created, or is discovered, that adversely affects the rights of the Lessee, or enjoyment of the said leased premises, the same shall be cleared, sorted out by the Lessor at his own costs and expenses, and the Lessor shall also be liable to indemnify and keep indemnified the Lessee, against all such losses, claims, expenses arising therefrom.

2. NO-OBJECTION CERTIFICATES

- (i) The Lessor hereby gives his consent for all the maintenance of the said premises, and development of the said premises, as required by the Lessee, and no separate consent letter/ No Objection Certificate (NOC) shall be required.
- (ii) The Lessor declares and assures the Lessee that he has no objection for the Lessee carrying out construction as per sanctioned plan and / or to make changes, alterations, additions, deletions and/or renovation to the plan to fitout as per the Lessee's requirements, and that he shall provide his consent and signatures as and when required, without any delay and extra consideration.



- (iii) The Lessor further declares and assures that there are no dues payable with regard to water tax, electricity and other necessary municipal and other charges from local authorities, up to the date of execution of this Deed.
- (iv) The Lessor further declares and assures the Lessee that he shall provide all signatures on all forms, affidavits, declarations, etc., as and when required by leasee for maintaining, developing the said premises, as per the requirement of the Lessee.

Provided further that in case the Lessor fails to give his 'No Objection / consent', if required specifically, within three days then in that case it shall be presumed that the Lessor has given his 'No objection' consent. It will be considered as deemed No objection / consent of the Lessor and the Lessor shall not have any right to raise any objection /claim of any kind after the lapse of stipulated period.

3. RENT COMMENCEMENT DATE

3.1 Rent Commencement date

The parties agree that this Deed shall come into force and be effective from 1st day of June, 2016 and the Rent Commencement Date shall be from 1st day of June, 2016. Any access to the Lessee of the Leased Premises before the Rent Commencement Date will be only for the purposes of facilitating this Deed:

4. TERM & TERMINATION

4.1 TERM

The term of the lease of the Leased Premises shall commence on the Rent Commencement Date and end 30 years (Thirty Years) calendar years thereafter (hereinafter the 'Term') i.e. up to 31st May 2046.

4.2. FIRST RIGHT OF PRE-EMPTION

It has been agreed by and between the parties that incase the lessor desires to sell /dispose of the said premises, the lesse shall have the first right of premption to buy the premises, i.e. the Lessor shall offer the said premises, for sale, to the Lessee, in writing. The consideration there of shall be decided at mutual consent between the parties and for the purpose of arriving at the sale price, the parties shall consider the value as determined by government Approved valluer, to be



Lessee shall deposit the tax deducted with the income tax authorities and furnish TDS If the Lessee fails to deposit the same with the Income Tax authorities within the stipulated time and/or furnish TDS Certificate to the Lessor within stipulated period and as a result thereof Income Tax authorities claims any interest and/or penalty from the Lessor, for default of the Lessee, then in that event the Lessee will reimburse the same to the Lessor along with interest @ 15% p.a.

- (i) The Lessee shall accordingly pay Rs. 5,00,000/- (Rupees Five Lakhs only) per month ('Rent'), monthly in advance, on or before the 10th day of every month. The Lessee has been regularly making the payment of the Lease rent from the Rent commencement date, and has made the payments till today, subject to TDS, and deductions agreed upon and admitted by both the parties, and the Lessor admits and acknowledges the receipt of the same.
- (ii) The Lessee shall accordingly pay per month 'Rent', in advance, on or before the 10th day of every month (subject to T.D.S. and repayment of construction cost deductions, as applicable), and also subject to the Lessor paying his share of Service tax to the appropriate authority. If the Lessor fails to pay the Service tax as applicable, the Lessee shall be entitled to deduct such amount from the subsequent Lease rent.

5.2 DUE DATE AND INTEREST

5.2.1 The Rent in respect of the Leased Premises as specified in this Deed shall be paid monthly in advance on or before 10th day of every month, in accordance with Clause 5.1 above, in respect of which the Rent is due (the 'Due Date') subject to deduction of TDS and repayment of construction cost. In case of delay in payment of Rent or any other amount, the Lessee shall pay interest calculated at fifteen (15%) per cent, calculated from the Due Date till the date of actual payment.

5.3 PROPERTY TAX

5.3.1 The Lessor shall, during the Terms, be solely responsible to meet and satisfy any levy of any tax or increment thereof by whatever name called by any central, state or local authority in respect of the said property (hereinafter the 'Properly Tax') and the Lessee shall have no responsibility in that regard. The Lessor shall regularly pay all charges raised by the local authorities. These



Financial Obligations arising prior and after the date of execution shall be that the Lessor, and the Lessee shall have the right to recover damages, if any, under the applicable laws. The Lessee shall also be entitled to sublet the leased premises, to recover such amount.

5.6. ATER AND ELECTRICITY CHARGES

- 5.6.1 It is expressly agreed between the parties that the Lessee shall be liable to pay to the concerned authorities water and electricity charges for water and electricity consumed by the Lessee in the leased premises from the date hereof during the term of lease.
- 6. INTEREST FREE REFUNDABLE SECURITY DEPOSIT, REFUND OF SECURITY DEPOSIT:-
- 6.1 Interest Free Refundable Security Deposit.
- 6.1.1 The said deed is without any such type of security deposit. Hence this document shall be treated as 'without security deposit'
- 6.4.2 If on the expiry or earlier termination of this Deed, the Lessee fails to hand over quiet, vacant and peaceful possession of the leased premises to the Lessor then in that event the Lessee shall be liable to pay one and a half times the rent payable at that time as and by way of agreed amount of liquidated damages apart from Municipal Taxes and all other outgoings from the date of termination till handing over possession and till such time the Lessor shall be at liberty to with hold the IFRSD or balance thereof (or adjust it against the amounts payable by the Lessee as per the provisions of the Deed) till the Lessee hands over the quite, vacant and peaceful possession of the leased premises to the Lessor. The may become due and payable by the Lessee for such Premises.
- 6.4.3 The Lessee at the time of handing over the quiet, vacant and peaceful possession of the leased premises will provide all the up-to-date paid up bills relating to different services to the Lessors.

7. MAINTENANCE

- 7.1 Maintenance
- 7.1.1 The Lessee shall be responsible for the maintenance of the Leased Premises and common area and facilities.

बात गोपवारा भाग-2

JAM 18 36136 TEN WITH: 4802/2016

EST WITH EAH 18/4802/2016 हरताचा प्रकार न्यारेपड्डा

पत्तवाराचे नाव व गना म हार

नाय म बैप्लाची प्रमोदने अंग्र केन्द्रलयमे लगे. भागीयार थी गंदीण विद्वाल कारे, थी. गंतीय विद्वाल मारे व थी. निलंश विक्षुत कारे नर्पे प्रवृतीज्ञवाब ुत्रमुखस्थानशास्त्र म्हणुन थी। अभोत्त दशर्थ धेगडे पत्ता गाहित... माधा मं: , स्मारतीन नाव: ,, भ्योक नः ., गेर नः विपक्षे गौरागर, भा हतेली, जि. पुणे महाराष्ट्र, पुणे

पेत भवर नाम किल्टीयह एउपुकेशन सोसायटी नर्फे अधिनृत भन्नी करणार थी. मदीप विक्रम काटे क्तां, ज्वांट मं: .. माळा मं: .. इमारशीचे नाव: .. इलांक मं: ., रोष्ट मं: पिपकं भीवागर, ना. हवेली, जि. पुणे., महाराष्ट्र, पुण.

STREET PETERSTAN

मानग **पम :-26**

DEPENT:

MU :-44

स्वासरी:-

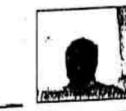
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स्राणावित्र

अंग्रह्माचा उसा









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अनु पशकाराचे नाव व पता

गेत नेघर:

नाव:अंद मागर अशोक पुजारी षय:26 पत्ताःचिपनी, पुणे. चित्र कोइ:411017



असे प्रमाणित करण्यात येते की,

सदर दस्ताऐवजात एकूण

अंगठगाचा दमा

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EPayment Details.

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2. Get print immediately sher registration.

क्र १८(वर्ग-२) पुणे शहर