




CHALLAN
MTR Form Number-6



GRN MH005205666201920E		BARCODE 		Date 14/08/2019-16:15:46		Form ID	
Department Inspector General Of Registration				Payer Details			
Type of Payment Payment of Deficit Stamp Duty Under Section 32A, 39 of Maharashtra Stamp Act Deficate Stamp Duty				TAX ID (If Any)			
				PAN No.(If Applicable)		AAATE3291K	
Office Name HVL6_HAVELI 6 JOINT SUB REGISTRAR				Full Name		EURO SCHOOL EDUCATION TRUST THROUGH	
Location PUNE						GOVINDRAJAN JAGANATHAN	
Year 2019-2020 One Time				Flat/Block No.			
Account Head Details			Amount In Rs.	Premises/Building			
0030053501 Stamp Duty			2500000.00	Road/Street			
				Area/Locality			
				Town/City/District			
				PIN			
				Remarks (If Any)			
				PAN2=AAATA1860C~SecondPartyName=ATUR FOUNDATION			
				THROUGH RAJIV LALIT SANGTANI~CaseNo.=AG AUDIT 2/15 DOC NO			
				8587/2014			
				Amount In		Twenty Five Lakh Rupees Only	
Total			25,00,000.00	Words			
Payment Details IDBI BANK				FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN	Ref. No.	69103332019081415070	227544193
Cheque/DD No.				Bank Date	RBI Date	14/08/2019-16:17:29	Not Verified with RBI
Name of Bank				Bank-Branch		IDBI BANK	
Name of Branch				Scroll No. , Date		Not Verified with Scroll	

Department ID :

Mobile No. : 9819784487


NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document

सदर चलन "टाइप ऑफ पेमेंट" मध्ये नमुद कारणासाठीच लागू आहे. इतर कारणांसाठी किंवा नोंदणी न करावयाच्या दस्तांसाठी लागू नाही.



CHALLAN
MTR Form Number-6



GRN MH005224341201920E		BARCODE 		Date 16/08/2019-10:33:01		Form ID	
Department Inspector General Of Registration				Payer Details			
Type of Payment Payment of Deficit Stamp Duty Under Section 32A, 39 of Maharashtra Stamp Act Deficate Stamp Duty				TAX ID (If Any)			
				PAN No.(If Applicable) AAATE3291K			
Office Name HVL6_HAVELI 6 JOINT SUB REGISTRAR				Full Name		EURO SCHOOL EDUCATION TRUST THROUGH	
Location PUNE						GOVINDRAJAN JAGANATHAN	
Year 2019-2020 One Time				Flat/Block No.			
Account Head Details			Amount In Rs.		Premises/Building		
0030053501 Stamp Duty			1005260.00		Road/Street		
					Area/Locallty		
					Town/City/District		
					PIN		
					Remarks (If Any)		
					PAN2=AAATE1860C~SecondPartyName=ATUR FOUNDATION		
					THROUGH RAJIV LALIT SANGTANI-CaseNo.=AG AUDIT 2/15 DOC NO		
					8587/2014		
					Amount In Ten Lakh Five Thousand Two Hundred Sixty Rupees On		
Total			10,05,260.00		Words ly		
Payment Details IDBI BANK				FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN	Ref. No.	69103332019081610383	227683210
Cheque/DD No.				Bank Date	RBI Date	16/08/2019-10:33:48	Not Verified with RBI
Name of Bank				Bank-Branch		IDBI BANK	
Name of Branch				Scroll No. , Date		Not Verified with Scroll	

Department ID :

Mobile No. : 9819784487

NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document

सदर चलन "टाइप ऑफ पेमेंट" मध्ये नमुद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करता याच्या दस्तांसाठी लागू नाही.



CHALLAN
MTR Form Number-6



GRN MH004404408 201920M		BARCODE		Date 24/07/2019-16:20:03	Form ID
Department Inspector General Of Registration				Payer Details	
Type of Payment Payment of Deficit Stamp Duty Under Section 32A, 39 of Maharashtra Stamp Act Deficate Stamp Duty				TAX ID (If Any)	
Office Name HVL6_HAVELI 6 JOINT SUB REGISTRAR				PAN No.(If Applicable)	AAATE3291K
Location PUNE				Full Name	EUROSCCHOOL EDUCATION TRUST THROUGH GOVINDRAJAN JAGANATHAN
Year 2019-2020 One Time				Flat/Block No.	
Account Head Details		Amount In Rs.	Premises/Building		
0030053501 Stamp Duty		3505260.00	Road/Street		
			Area/Locallity		
			Town/City/District		
			PIN		
			Remarks (If Any)		
			PAN2=AAATA1860C~SecondPartyName=ATUR FOUNDATION		
			THROUGH RAJIV LALIT SANGTANI-CaseNo.=AG AUDIT 2/15 DOC NO		
			8587/2014		
			Amount In Words	Thirty Five Lakh Five Thousand Two Hundred Sixty Rupees Only	
Total		35,05,260.00			
Payment Details STATE BANK OF INDIA			FOR USE IN RECEIVING BANK		
Cheque-DD Details			Bank CIN	Ref. No.	CPT6373992
Cheque/DD No.			Bank Date	RBI Date	Not Verified with RBI
Name of Bank			Bank-Branch	STATE BANK OF INDIA	
Name of Branch			Scroll No. , Date		

Department ID : Mobile No. : 9049688079
 NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document
 सदर चलन "ट्रिप ऑफ वेजेंट" मध्ये नमुद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोदणी न करावयाच्या दस्तासाठी लागू नाही.

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State Bank Collect

Pre Acknowledgment Payment (PAP) Form for Payment through any SBI Branch

Branch C

Branch Teller: Use SCR 008765 Deposit > Fee Collection > State Bank Collect

Beneficiary/Remittance Details		Mode of Payment		Cash	Cheque/DD
State Bank MOPS Reference No. : CPT6373992		Cash Notes	Amount	Rs	Paise
Beneficiary	MAHARASHTRA GOVT (GRAS)	2000 x			
GRN	MH004404408201920M	500 x			
Full Name	EUROSCCHOOL EDUCATION TRUST THROUGH GOVINDRAJAN JAGANATHAN	100 x			
Amount	35,05,260 Thirty Five Lakh Five Thousand Two Hundred Sixty Rupees Only	50 x			
Cheque/DD No.		20 x			
Cheque/DD Date		10 x			
Drawee Bank		Total Rs			
Drawee Branch					

Branch Stamp

Signature of Depositor

10

3-Pune
undri

6/8587

पावती

Tuesday, August 26, 2014

3:01 PM

Original/Duplicate

नोंदणी क्र. 39म

Regn. 39M

पावती क्र.: 9810 दिनांक: 26/08/2014

गावाचे नाव: उंडरी

दस्तऐवजाचा अनुक्रमांक: हवल6-8587-2014

दस्तऐवजाचा प्रकार: भाडेपट्टा

सादर करणाऱ्याचे नाव: युरो स्कूल एज्युकेशन ट्रस्ट तर्फे श्री गोविंदराजन - जगन्नाथन

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1240.00

डाटा एन्ट्री

रु. 20.00

पृष्ठांची संख्या: 62

एकूण:

रु. 31260.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ व सीडी अंदाजे 3:15 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक, हवेली-6

बाजार मूल्य: रु. 69913800/-

मोबदला: रु. 0/-

भरलेले मुद्रांक शुल्क: रु. 2796700/-

सह. दुय्यम निबंधक (वर्ग-२)
हवेली, क्र. ६, पुणे.

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH002462093201415M दिनांक: 22/08/2014

वैकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रकम: रु. 1260/-





26/08/2014

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. हवेली 6

दस्त क्रमांक : 8587/2014

नोदणी :

Regn.63m

गावाचे नाव : 1) उंडरी

- (1) विलेखाचा प्रकार भाडेपट्टा
- (2) मोवदला 0
- (3) वाजारभाव (भाडेपट्ट्याच्या वाढतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे) 69913800
- (4) भू-मापन, पोटहिस्ता व घरक्रमांक (असल्यास)

सह. दुय्यम निबंधक (वर्ग-१)
हवेली, क्र. ६ पुणे



(5) क्षेत्रफळ

1) 6710.78 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पसकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता

1): नाव:- युरो स्कूल एज्युकेशन ट्रस्ट तर्फे श्री गोविंदराजन - जगन्नाथन वर:-40; पत्ता:- प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:- दानी कॉर्पोरेट पार्क, १५८, विद्यानगरी मार्ग, कालिना सांताक्रूझ पूर्व मुंबई, रोड नं:-, पिन कोड:-400098 पॅन नं:-AAATE3291K

(8) दस्तऐवज करून देणा-या पसकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता

1): नाव:- शत्रु फाउंडेशन तर्फे श्री राजीव ललित संगतानी वय:-37; पत्ता:- प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:- ४, डॉ. आंबेडकर रोड, पुणे, रोड नं:-, पिन कोड:-411001 पॅन नं:-AAATA1860C

(9) दस्तऐवज करून दिल्याचा दिनांक

22/08/2014

(10) दस्त नोंदणी केल्याचा दिनांक

26/08/2014

(11) अनुक्रमांक, खड व पृष्ठ

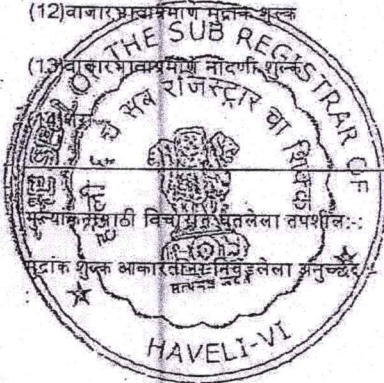
8587/2014

(12) वाजारभावप्रमाणे मूद्रांक शुल्क

2796700

(13) वाजारभावप्रमाणे नोदणी शुल्क

30000



मी: नवकल गंधेली
मी: रुजुवात घेतली

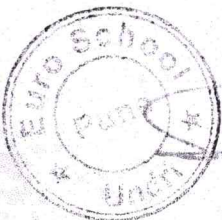
अस्सलबर हुकुम नवकल

दुय्यम निबंधक
हवेली क. ६ पुणे.

दस्तावेजाबतची सूची 11 प्रत
श्री असुर फाउंडेशन, राजीव-
यांना दिली समक्ष - दस्तान खगला
दिनांक २६/०८/२०१४

दुय्यम निबंधक
हवेली क. ६ पुणे.

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

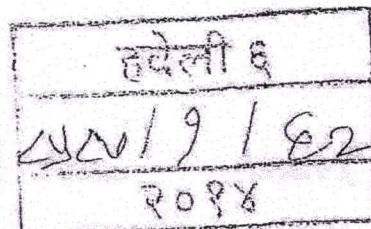






CHALLAN
MTR Form Number-6

GRN		MIH00246175420140501		BARCODE		DATE		22/08/2014-14:24:34		Form ID		36	
Department		Inspector		Number of Registration		AMOUNT		2796700.00		Payer Details		USER	
Deface No.		0001518174201415		Deface Number		2796700.00		26/08/2014		IGR013(HVL6)			
Type of Payment		Non-Judicial Stamp Payment		Type of Payment		Non-Judicial Stamp Payment		TAX ID (If Any)					
(Amt. in words)		Twenty Seven Lakh Ninety Six Thousand Seven Hundred Rupees Only		(Amt. in words)		Twenty Seven Lakh Ninety Six Thousand Seven Hundred Rupees Only		PAN No. (If Applicable)		AAATE3291K			
Office Name		HVL6_HAVELI 6 JOINT SUB REGISTRAR		Full Name		EUROSCHOOL EDUCATION TRUST		Flat/Block No.		S.No.60/1/1 and S.No. 60/2/1			
Location		PUNE		Premises/Building		Land 11600 Sq.Mtrs with building 72208 Sq.Ft.		Area/Locality		Village - Undri Taluka - Haveli District - Pune			
Year		2014-2015 One Time		Town/City/District		PIN		4		1		1	
Account Head Details		Amount In Rs.		Road/Street		Land 11600 Sq.Mtrs with building 72208 Sq.Ft.		Area/Locality		Village - Undri Taluka - Haveli District - Pune			
0030046401 Sale of NonJudicial Stamp		2796700.00		Area/Locality		Village - Undri Taluka - Haveli District - Pune		Town/City/District		PIN		4 1 1 0 6 0	
Remarks (If Any)		PAN2=AAATA1860C-PN=ATUR FOUNDATION-CA=		Amount In		Twenty Seven Lakh Ninety Six Thousand Seven Hundre		Words		d Rupees Only			
Total		2796700.00		Amount In		Twenty Seven Lakh Ninety Six Thousand Seven Hundre		Words		d Rupees Only			
Payment Details		STATE BANK OF INDIA		FOR USE IN RECEIVING BANK		Bank CIN		REF No.		00003002014082252031		CP09306751	
Cheque/DD Details		Cheque/DD No		Date		22/08/2014-14:24:34		Bank-Branch		STATE BANK OF INDIA			
Name of Bank		Validity unknown		Scroll No. , Date		236 , 23/08/2014							
Name of Branch		Digitally signed by PRAKASH NAYASO											
Mobile No. : 98197		Date: 2014-08-26											
		14:57:21 IST											
		Reason: Secure											
		Document											
		Location: India											



State Bank Collect

Pre Acknowledgement Payment (PAP) Form for Payment through any SBI Branch

Branch Copy

Branch Teller: Use SCR 008765 Deposit > Fee Collection > State Bank Collect

Beneficiary/Remittance Details		Mode of Payment	Cash	Cheque/DD
State Bank MOPS Reference No. : CP09306751		Cash Notes	Amount Rs	False
Beneficiary	MAHARASHTRA GOVT (GRAS)	1000 x		
GRN	MH002461734201415M	500 x		
Full Name	EUROSCHOOL EDUCATION TRUST	100 x		
Amount	27,96,700 Twenty Seven Lakh Ninety Six Thousand Se	50 x		
ven Hundred Rupees Only		20 x		
Cheque/DD No.		10 x		
Cheque/DD Date				
Drawee Bank				
Drawee Branch		Total Rs		

Branch Stamp

Signature of Depositor

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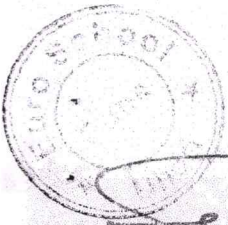
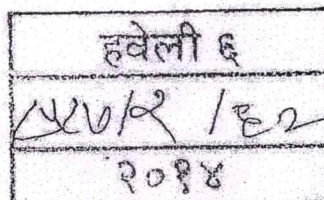
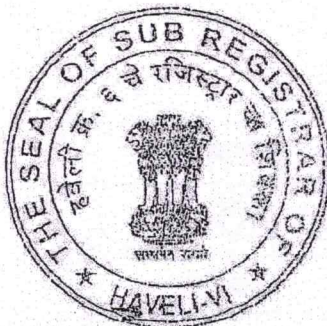
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CHALLAN

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MTR Form Number-6

GRN	MH 00 2461734 201415M	BARCODE	Date	Form ID
Department		Inspector General Of Registration		
Type of	Non-Judicial Customer-Direct Payment		Payer Details	
Payment			TAX ID (If Any)	
Office Name	HVL6_HAVELI 6 JOINT SUB REGISTRAR		PAN No.(If Applicable)	AAATE3291K
Location	PUNE		Full Name	EUROSCHOOL EDUCATION TRUST
Year	2014-2015 One Time		Flat/Block no.	S.No.60/1/1 and S.No. 60/2/1
Account Head Details		Amount in Rs.	Premises/Bldg	
0030046401	Sale of NonJudicial Stamp	2796700.00	Road/Street	Land 11600 Sq.Mtrs with building 72208 Sq.Ft.
			Area/Locality	Village - Undri Taluka - Haveli D
			Town/City/District	Istict - Pune
			PIN	4 1 1 0 6 0
			REMARKS PAN2=AAATA1860C-PN=ATUR FOUNDATION-CA=	
			(If Any)	
			Make payment at any branch of	
			STATE BANK OF INDIA	
			Before 29/08/2014	
Total	2796700.00			
Amount In	Twenty Seven Lakh Ninety Six Thousand Seven Hundred Rupees Only			
Words				
Payment Details	STATE BANK OF INDIA		FOR USE IN RECEIVING BANK	
Cheque-DD Details	Bank CIN	REF No.	CP09306751	
Cheque/DD No.	Date			
Name of Bank	Bank-Branch		STATE BANK OF INDIA	
Name of Branch	Scroll No. Date			

Mobile No. : 9819784487



Handwritten signatures and initials.

State Bank Collect

Pre Acknowledgement Payment (PAF) Form for Payment through any other mode

Branch Teller: Use SCR 008765 Deposit > Fee Collection > State Bank Collect

Beneficiary/Remittance Details		Mode of Payment	Cash	Cheque/DD
State Bank MOPS Reference No. : CP09306971		Cash Notes	Amount Rs	Paise
Beneficiary	MAHARASHTRA GOVT (GRAS)	1000 x		
GRN	MH002462093201415M	500 x		
Full Name	EUROSCHOOL EDUCATION TRUST	100 x		
Amount	30,000 Thirty Thousand Rupees Only	50 x		
		20 x		
		10 x		
Cheque/DD No.				
Cheque/DD Date				
Drawee Bank				
Drawee Branch		Total Rs		

Branch Stamp	Signature of Depositor
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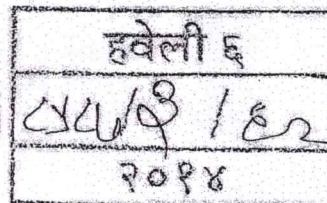
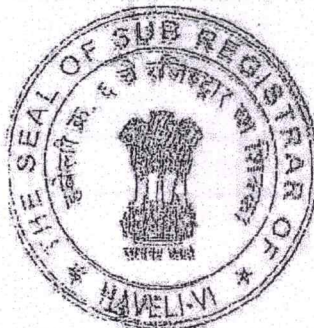
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CHALLAN

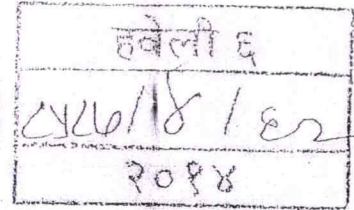
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MTR Form Number-6

GRN	MH 00 2462093 201415M	BARCODE	Date 22/08/2014-14:32:36		Form ID 35
Department Inspector General Of Registration			Payer Details		
Type of	Registration Fees	TAX ID (If Any)			
Payment		PAN No.(If Applicable)	AAATE3291K		
Office Name	HVL6_HAVELI 6 JOINT SUB REGISTRAR	Full Name	EUROSCHOOL EDUCATION TRUST		
Location	PUNE	Flat/Block no.	S.No.60/1/1 and S.No.60/2/1		
Year	2014-2015 One Time	Premises/Bldg			
Account Head Details		Amount in Rs.	Road/Street	Land 11600 Sq.Mtrs with building 72208 Sq.Ft.	
0030063301	Amount of Tax	30000.00	Area/Locality	Village - Undri Taluka - Haveli D	
			Town/City/District	District - Pune	
			PIN	4 1 1 0 6 0	
			REMARKS PAN2=AAATA1860C-PN=ATUR FOUNDATION-CA=		
			(If Any)		
			Make payment at any branch of		
			STATE BANK OF INDIA		
			Before 29/08/2014		
Total		30000.00			
Amount in Words	Thirty Thousand Rupees Only				
Payment Details STATE BANK OF INDIA			FOR USE IN RECEIVING BANK		
Cheque-DD Details		Bank CIN	REF No.	CP09306971	
Cheque/DD No.		Date			
Name of Bank		Bank Branch	STATE BANK OF INDIA		
Name of Branch		Scroll No., Date			

Mobile No. : 9819784487





This Lease Agreement ("Lease or Lease Agreement") is entered into at Pune this 22nd day of August 2014

BETWEEN

Atur Foundation, a Trust with Registration No E-338 having their registered address at 4, Dr. Ambedkar Road, Pune 411001 through its Trustee Mr. Rajiv Lalit Sangtani, Age-37 years, Occupation - Business herein after referred to as "Property Owners" or "Lessor" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, executors, nominees and assigns [in case of a Trust]);

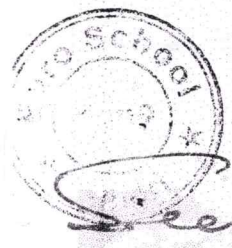
AND

EuroSchool Education Trust, a Trust registered and existing under the Bombay Public Trust Act, Reg. No.E-25554 with its registered address at 507, Rajgor Chambers, 99 Surat Street, Above State Bank of India, Danabunder Masjid, Mumbai-400 009 and principal place of office at Dani Corporate Park, 158 Vidyanagari Marg, Kalina, Santacruz (East), Mumbai - 400 098, India through its Authorized Signatory Mr. Govindrajan Jaganathan, Age - 40 years, Occupation - Service; and hereinafter referred to as the "EuroSchool" or "Lessee" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, executors, nominees and assigns).

The Lessor and the Lessee are hereinafter jointly referred to as "Parties".

WHEREAS

- (a) The Lessor are the sole and exclusive Owners of certain land admeasuring about 11,600 sq. mtr. (Amenity Space) carved out of total land admeasuring about 60,000 sq. mtr. together with the building and precincts including but not limited to school building and administrative blocks admeasuring about 72,208 sq. ft. , comprising of Parking + 4 floors situated at Survey Number 60/1/1 & 60/2/1, Village - Undri, Taluka - Haveli, District - Pune, 11,600 Sq Mtrs. And as more specifically detailed with information and compliances relating to all development conditions such as road development, drainage, set back and other municipal or local development, under "Annexure A" (hereinafter referred to as the "Premises") with absolute rights for development, construction and lease of the said Premises. The Lessor has received the said piece of land through a sale deed dated 2nd April, 2002 registered under Sr. No. 1583/2002 on 3rd April, 2002 with Sub-Registrar, Haveli No. XII.
- (b) The Lessor are legally competent to lease out and enter into a lease deed or an agreement to lease and have obtained necessary approvals/permissions from the statutory bodies in respect of the Premises in full to any individual, company, trust and/or firm for the purpose of running and operating a CBSE / ICSE ("Board Affiliations") affiliated day school.
- (c) AND WHEREAS the LESSOR has represented to the LESSEE that they have obtained all required statutory and other permissions, licenses, certificates, approvals for the commercial use and occupancy of the said Building; the LESSOR has further represented that all the original title related documents with respect to the said Property are in its absolute possession and custody of the LESSOR; The LESSOR has furnished copies of all such documents to the LESSEE and the





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(d) The Lessee is desirous of taking on lease the Premises for the purpose of running and operating a [CBSE/ICSE affiliated Day school] named as 'EuroSchool' upon the Premises on the terms and conditions recorded hereunder. The word and logo 'EuroSchool' is a registered trademark of EuroSchool International Limited, which is a part of the associated group entities of the Lessee. The Lessee, if required in future, will also operate a pre-school on the said Premises under the name 'EUROKIDS/EUROKIDS SAPLINGS'.

(e) It has been agreed between the Parties that the Premises will be provided on lease by the Lessor to the Lessee for an initial term of 15 years and a renewable term of 15 years upon expiry of initial 15 years of lease term for the aforementioned purpose.

(f) The Lessor and the Lessee have agreed to record the terms of the lease in this Lease Agreement.

NOW WHEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Grant of Lease

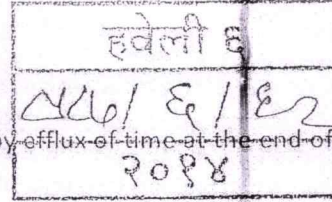
The Lessor hereby agrees to grant lease of the Premises to the Lessee for the use and occupation of the Premises (together with the buildings, easements, rights and advantages appurtenant thereof) with the Infrastructural Facilities, as defined and more particularly described in Annexure "C" in accordance with the provisions of this Lease Agreement for the purposes of running and operating a school on the said Premises. It is agreed between the parties that all residual and future benefits have been retained by the Lessor and the Lessee has no right to claim over them.

2. Term of Lease and Lease Rental

The Lessor agrees to lease the Premises to the Lessee and the Lessee agrees to take on lease the Premises together with the right to use the common facilities in the Premises. The period of the lease for the Premises shall be for an initial 15 years ("Initial Term") the balance period of another 15 years ("Renewable Term") upon expiry of the initial term. The initial term shall be commencing from 1st June 2014 to 31st May 2029 and the Renewable Term shall be commencing from 1st June 2029 to 31st May 2044. The Initial Term shall be referred as "Term", unless terminated earlier in accordance with the provisions of this Lease Agreement.

(a) The monthly lease rental during the period of this agreement shall be as per Annexure "B" subject to TDS as applicable. The lease rental shall commence from 1st June 2014 and shall be paid quarterly in advance. In the event the Lessee defaults in paying the rent for a continuous period of two (2) months then the lease rental shall be paid with an added interest at the rate of 1.5% interest per month, to be calculated from the date on which the lease rental becomes due, upto the date the lease rentals are finally paid.

(b) After the expiry of the Initial Lease Term of the agreement, the lease may be renewed by the mutual consent of the parties hereto for a further period of 15 years hereinafter referred to as the "renewable term." However, the revised lease rent shall be decided with the mutual consent of the parties hereto at the end of the 13th year i.e. June 2027. In the event that the parties hereto are not able to arrive at a mutually acceptable conclusion in respect of the lease rent of the renewable term



then in that event the lease will stand terminated by efflux of time at the end of the 15th year of the initial term, i.e. 31st May 2029.

- (c) The Lessee has paid to the Lessor, interest free refundable security deposit amounting to Rs.1,60,00,000/- (Rs. One Crore Sixty Lakhs Only) to the Lessor. It is agreed by and between both the Parties that the said interest free security deposit is for securing due and proper performance of all terms, conditions and covenants of this Lease Agreement, including handing over the physical, vacant and peaceful possession of the said Premises to the Lessor on or before the 31st May 2029, time being of the essence and the said security deposit shall be returned immediately without interest by the Lessor to the Lessee only against the delivery of the said Premises on the aforesaid date.
- (d) It is further agreed by and between the Lessor and the Lessee hereto that upon the arrangement created by the Lease Agreement expiring by efflux of time, or being sooner or earlier determined, as provided herein, the Lessor shall refund to the Lessee the said sum (after deducting any unpaid license fees [including amounts payable under clause 7 hereunder], unpaid water bills, and/or electricity bills if any) simultaneously with the Lessee removing its officers, employees, articles, goods and chattels from the Premises. In the event the Lessor fails, refuses, or neglects to refund the said sum as aforesaid, the Lessee shall (without prejudice to its right and remedies provided in the Lease Agreement and in law) not be obliged or bound to remove its officers, employees, articles, goods, and chattels from the Premises, and the Lessee shall be entitled to continue to use the services/facilities provided by the Premises (but strictly in accordance with the Lease Agreement) without being liable to pay, (save and except electricity and telephone charges which shall continue to be payable by the Lessee), the monthly service charges to the Lessor until such time as the Lessor refunds to the Lessee the said sum, together with simple interest at 1.5% per annum from the date on which the Lessee vacated the Premises and kept the premises for inspection of the Lessor.

3. Taxes

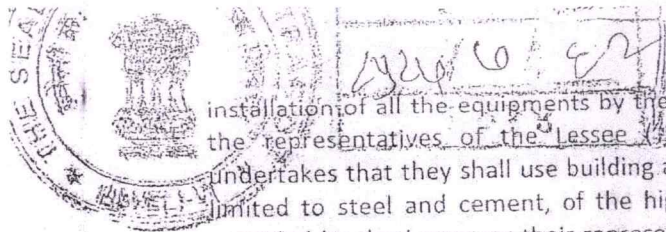
- (a) All payments specified under this Lease Agreement are payable by the Lessee but subject to deduction of tax at source ("TDS"), as applicable from time to time, for which TDS certificates shall be issued by the Lessee to the Lessor within the stipulated period. Service tax or any such tax if applicable in future, will be paid by the Lessee and payment of the same will be the sole liability of the lessee.
- (b) Notwithstanding what is stated in para 3(a) herein above, the Lessor shall be solely responsible for the payment of any and all taxes pertaining to property / municipal taxes, fees for facilities, development or building plan approvals, and any other costs, charges, cess and dues pertaining to the Premises during the Term from any statutory and local authority.

4. Rights and Obligations of the Lessor

- (a) The Lessor shall ensure that any development and construction work of the buildings and Premises to be carried out by the Lessor's contractors commences only after the prior approval of the Lessee as per the specifications, designs and drawings of the Lessee. Such contractors shall work in co-ordination with the architects/consultants of the Lessee. The Lessor shall strictly conform to the Lessee's specifications and requirements.

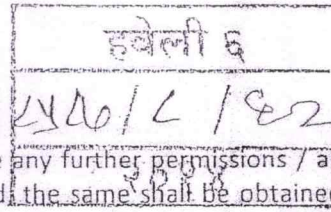
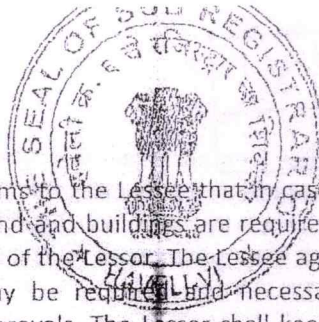
- (b) The Lessor shall ensure that any development and construction of the buildings on the Premises are as per the specifications in the schedule hereunder. Upon the





installation of all the equipments by the Lessor, the Premises shall be inspected by the representatives of the Lessee ("Representative"). The Lessor agrees and undertakes that they shall use building and construction material, including but not limited to steel and cement, of the highest quality and as per the specifications provided by the Lessee or their representatives. The Lessee and its representatives will have the right to conduct a structural audit of the buildings on the Premises on the completion of construction. In the event the construction is found to be of sub-standard quality, the Lessee will have the right to require the Lessor to re-enforce the construction or if the Lessee carries out such re-enforcement at its own costs and expenses, then the Lessee will be entitled to fully recover such costs and expenses from the Lessor.

- (c) The Lessor shall provide the Lessee with all requisite land documents, local authority approvals and other information as and when required, for the purpose of obtaining Board Affiliations for the purposes of EuroSchool.
- (d) The Lessor shall be responsible for carrying out external painting of the school building every 4 years and for rectifying any leakage that may occur from the external face of the said school building from time to time. Any structural repairs that may be necessary will also be the responsibility of the lessor. In the event of any delay or default by the Lessor in maintenance of such above mentioned obligations, the Lessee has the right (but not an obligation) to make its own arrangements, the cost of which shall be immediately compensated by the Lessor.
- (e) Once the Lessor provides the necessary electric load as agreed herein it is the responsibility of the Lessee to maintain such installation and the Lessor shall not be responsible for any disruption of power supply. However the Lessor agrees to assist the Lessee to rectify any disruption of power supply by making any applications etc. to the concerned authority.
- (f) The Lessor will provide the Lessee for the Premises with independent transformers, electric meter/s, water connection/s, sewage connections and other such facilities as are more particularly described in Annexure "C" to this Lease. All such facilities will be procured and remain in the name of the Lessor. Any costs or any deposits that need to be paid for such facilities will be borne by the Lessor.
- (g) The Lessor shall allow the Lessee to have unhindered access to the Premises and the easements and appurtenances thereto during the entire Term of the Lease Agreement for all 24 (twenty four) hours and all 7 (seven) days of the week.
- (h) The Lessor shall not mortgage, hypothecate, sell, sub-let, assign, gift, transfer, or attach the Premises or create any third party interest in the Premises during the subsistence of this Lease Agreement without the prior written consent of the Lessee.
- (i) The Lessor shall not be entitled to appoint or request for the appointment or nomination of a trustee representing the Lessor on the Board of Trustees of the Lessee i.e., EuroSchool. However, the Lessee has agreed that the Lessor representatives may hold two position(s) in the Governing Board/School Management Committee comprising of a maximum of twelve members in total.
- (j) The Lessor shall be at liberty to nominate 10 students per year to be accepted by the Lessee for admission to EuroSchool, Undri, Pune. These students shall pay the school fees as may be fixed by the Lessee at par with all other students.
- (k) The Lessor shall also not be entitled to inspect or request for the inspection of the books of accounts or other records of the Lessee.



(l) The Lessor confirms to the Lessee that, in case any further permissions / approvals relating to the land and buildings are required, the same shall be obtained by the Lessor at the cost of the Lessor. The Lessee agrees to, at its discretion; provide such assistance as may be required and necessary to the Lessor in obtaining such permissions / approvals. The Lessor shall keep the Lessee indemnified against any loss that the Lessee may suffer on account of lack of such approval / permission. The Lessee shall use the facilities for the purpose of its business as aforesaid and shall not store in the area any combustible or inflammable or dangerous materials and shall not carry on any business of illegal nature in the Premises. The Lessee shall, however, be entitled to store such materials on the Premises that may be required for the purpose of the school laboratory or for the catering facilities.

(m) The Lessor agrees to provide at its own cost an additional built up area of approximately 71,652 sq. ft. for the lessee which will form part and parcel of this agreement. This additional area is to be provided by the Lessor to the Lessee on or before June 2017. It will be binding on the lessee to pay the additional lease rent for the said built up area at the rates mentioned in Annexure "B."

(n) The Lessor shall be responsible for obtaining electrical power of 200 KVA and water supply from the Development Authority or any other municipal authority or any other local body or government authority, as the case may be at their own cost. The Lessor shall make its best efforts for arranging a water connection as mentioned herein before within a reasonable period of time and the Lessor shall not be responsible for any delay in procuring the same from the local authority. The Lessee agrees to provide reasonable assistance to the Lessor, where necessary, to enable the Lessor to obtain the requisite approvals.

(o) Land Documents: The Lessor shall provide requisite certified true / notarized photocopies of the land documents to the Lessee for its information and records.

(p) The Lessor shall seek necessary approvals, if any, as may be required under any statutory amendments or law from time to time, in the event of any amendment in the statute or law of the land insofar as such change is in relation to the Lessor title to the Premises and the use of the premises for the purposes of the EuroSchool.

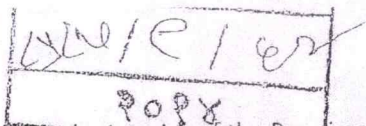
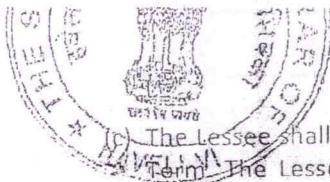
(q) The Lessor shall be solely responsible for the payment of any and all taxes pertaining to property / municipal taxes and any other dues lawfully chargeable pertaining to the Premises during the Term. In the event of default of such payment by the Lessor, the Lessee, at its discretion, reserves the right to pay these levies on behalf of the Lessor and recover the same from the Lessor with added interest @1.5% per month, to be calculated from the date the Lessee pays on behalf of the Lessor; or deduct such amounts from the monthly lease rentals payable to the Lessor; and the Lessee also reserves the right to take any action against the Lessor as contemplated under this deed for violations of the conditions of this Lease Agreement.

5. Rights and Obligations of the Lessee

(a) EuroSchool will be supervised and day to day management shall be governed by the Governing Board/School Management Committee of the Lessee. The Lessee shall reasonably at all times ensure that the day to day operations and regular maintenance and upkeep of the school Premises will be carried out at the cost of the Lessee. The Lessee shall bear all expenses of maintenance related to assets deployed in operating the school including AMC contracts on equipments.

(b) All furniture, fixtures and other movable property on the Premises shall be the property of the Lessee and upon termination of the lease; the Lessee will be entitled





The Lessee shall keep the interior of the Premises clean, tidy, and healthy during the Term. The Lessee shall keep the Premises in the same good condition, state and order in which it has been handed over to it by the Lessor and shall abide by all laws, bye-laws, rules and regulations of the government/ local bodies and other authorities.

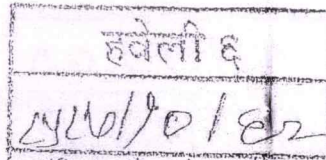
- (d) The Lessee shall not construct any work which will be unauthorized or against the municipal building rules and regulations.
- (e) The Lessee shall be entitled to employ and maintain staff, employees, official, guards, watchmen and other routine staff in the Premises at all hours and all matters regarding the staff will be the sole responsibility of the Lessee. The Lessee shall be responsible for all statutory and other dues payable to the staff employed by the lessee on the said premises.
- (f) The Lessee shall obtain all relevant affiliations/approvals as required for operating a [CBSE/ICSE/IGCSE/IB school] and the Lessor shall assist Lessee in procuring requisite land documents, local authority approvals in respect of the premises and building and other information as and when required, for the purpose of obtaining such affiliations/approvals. The Lessee hereby agrees to indemnify and keep indemnified the Lessor against all loss or damage suffered or incurred by the Lessor as a result of the Lessee failing to obtain and renew all such affiliations/ approvals etc.
- (g) The Lessee shall have the right to display its name, logo, corporate symbol on the sign board(s) at the said Premises without any extra cost or rent or amounts payable to the Lessor. However, the portion of the school building would bear the name "Atur Sangtani Academic Building" to be displayed on the building in a manner mutually agreeable to both parties hereto.
- (h) The Lessee shall permit the Lessor to, subject to the prior written consent of the Lessee, at all reasonable times (which times shall exclude the school hours and normal working days), to enter upon the Premises for inspection of the said Premises.
- (i) The Lessee shall be entitled to submit copies of this Lease Agreement with the relevant educational authorities for the purpose of obtaining the CBSE/ICSE/IGCSE/IB school affiliations for EuroSchool.
- (j) The Lessee agrees to pay for all the school operating and/or recurring expenses including maintenance repair and upkeep of the school premises and payments towards electricity charges, telecom and water charges.

6. Representations of the Lessor

The Lessor represents and warrants to the Lessee that:

- (a) The Lessor has a good and clear title to the said Premises and the Lessee has independently verified the same and satisfied itself;
- (b) The Lessor is fully possessed of the said Premises and has the full right, absolute power and authority to enter into and grant the lease;
- (c) The Lessor has not entered into any similar agreement, lease deed or arrangement with any third party for the said Premises;
- (d) The Lessor agrees, prior to completion of the entire building, to obtain the necessary Occupancy Rights Certificate from the concerned government authorities complying with all the lawful conditions so imposed by the statutory bodies. However if the Lessee at a later stage realizes or discovers that the Lessor have

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failed to obtain such Occupancy rights certificate, then in such case the Lessor shall be solely responsible to consequences which follow thereof which shall also include unilateral termination of the present Lease Deed by the Lessee for such misrepresentation caused by the Lessor. It is agreed between the Lessee and the Lessor that till such time as the entire building is complete the lessor shall provide the Lessee with an architect's certificate for occupation of the building.

- (e) The Lessor shall obtain all requisite statutory and other approvals, building plan approvals for school building, from the concerned governmental/local authorities;
- (f) The Lessor is not under any disability, restriction or prohibition such as family partitions or disputes which shall prevent it from performing or adhering to any of its obligations under this Lease Agreement;
- (g) The Lessor shall complete all the infrastructural facilities on the Premises including but not limited to the building, compound wall and other permanent improvements in accordance with the specifications as set out in Annexure C hereto.
- (h) The Premises is not subject to any restrictions such as green zone or forest land area or coastal regulation zone related regulations where the constructed area for setting up EuroSchool would be limited.

7. Lock-in Period

- (a) Upon execution of the Lease Agreement, neither the Lessor nor the Lessee can terminate the said Lease Agreement within the period mentioned hereunder, which shall be deemed to be the lock-in period ("Lock-in Period"):-

- For the Lessee and Lessor – 15 years from the date of commencement of academic year i.e., June 2014.

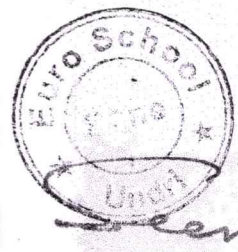
- (b) Notwithstanding anything as stated in 7 (a) above, in the event of breach during the Lock-in Period, by the Lessor or the Lessee of the terms of this Lease Agreement, the defaulting party shall cure such breach within a period of thirty (30) days of the notice being served by the other party regarding the same.

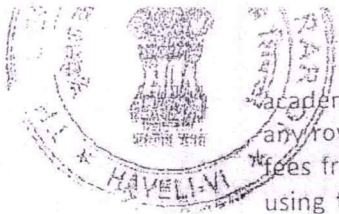
- (c) Notwithstanding what is stated in clause 7(a) above, in the event of termination during the Lock-in Period due to breach of the agreement (including non-payment of Lease Rent), the party responsible for the breach shall be liable to pay as penalty to the other party, the balance amount of lease rentals payable till the end of the 15th year term from the commencement of first academic year, i.e., June 2014.

- (d) Notwithstanding what is stated in clause 7(a) above, in the event, the Lessee defaults in paying the lease rentals for the continuous period of 4 (four) months, then this lease agreement shall stand terminated ("Termination Due To Rent Default"). On termination due to rent default, then

- (i) Upon termination of the lease arrangement by the Lessor due to default in payment of lease rentals, the outstanding lease rentals shall be adjusted against interest free security deposit. After this adjustment the lease rent due from the Lessee for the balance part of the initial term from the date of default shall be payable by the Lessee to the Lessor. The lessor shall refund the balance security deposit due, if any, after appropriating any part of unpaid lease rent.

- (ii) The Lessor shall with the prior written permission of the Council of Indian School Certificate Examinations ("CISCE") be at liberty to continue operation of the school under its own management under the brand name "EUROSCHOOL" of the Lessee and also continue using the





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vacademic year only in which the default has occurred without payment of any royalty to the Lessee. Further, the Lessor shall also collect and retain the fees from the students. However, The Lessor shall be at liberty to continue using the contents/curriculum of the Lessee even after completion of the prevailing academic year in which the default has occurred. It is agreed between the parties that in such an eventuality all the administrative and teaching staff of the Lessee will be made available to the lessor and the salaries/ remuneration for such staff shall be borne and paid by the Lessor.

- (iii) In case of such default by the Lessee, the Lessee shall find and replace an interested party to continue operating the school on the same terms and conditions as agreed between the parties hereto. In such an event, the Lessor and an interested party shall be at liberty to continue using the contents/curriculum of the Lessee with prior written permission of CISCE without payment of any royalty to the Lessee till the completion of the prevailing academic year only in which they enter into a lease deed with such third party. The Lessor or an interested party in any case shall not be permitted to use the brand name "EUROSCHOOL" of the Lessee beyond the said prevailing academic year in which the termination due to rent default has occurred.

- (e) In the event, the Lessee finds the replacement i.e., third party to operate the school on the same terms and conditions to secure the interest of the Lessor and other obligations of this lease agreement, then the Lessee shall be liable to pay the lease rent to the Lessor only till the date of commencement of the lease between the lessor and any such third party.

8. Termination of Lease and Consequences of Termination

- (a) Upon termination of this Lease Agreement, the Lessee shall hand over the vacant possession of the Premises subject to reasonable wear and tear (including as a result of force majeure events)

9. Sale of Property

- (a) In the event the Lessor desires to sell the said property, the Lessor must offer the first right of refusal to the Lessee in writing indicating the terms of sale.
- (b) The Lessee must revert back to the Landowners with its decision on acquiring the said property within a period of 15 days. In the event, it chooses to acquire the said property, the transaction (including payment of the entire sale price) should be completed within 60 days. In case the Lessee is unable to acquire the property within period of 60 days, the Lessor may sell the property to any other interested party subject to the right of the Lessee under the Lease Agreement during the period of the lease agreement on the terms and conditions contained therein. In the event the Lessor desires to sell/transfer the school property to one of its group companies/affiliates then it may do so without first offering the right of first refusal to the Lessee subject to the right of the Lessee under the Lease Agreement during the period of the Lease on terms and conditions contained therein.

10. Stamping, Registration and Other Legal Costs

The Lessor and Lessee hereby agree that the costs and expenses of the stamping and registration of this Lease Agreement shall be borne by the Lessee. Each Party shall bear its own respective costs and expenses arising other than in connection with the stamping and registration of this Lease Agreement.

11. Insurance

The Lessor shall at its own cost maintain an insurance policy with respect to the Building Structure for insuring the building against fire, earthquake and other natural calamities. The Lessee shall insure and maintain all infrastructural facilities, movables, fixtures, fittings and furniture in the school facilities against the risk of fire, explosion, riots [including riot fire, malicious damages, storm and tempest] flood and all natural calamities on the whole with a reputed insurance company for the entire duration of this Lease Agreement (including any extension or renewal thereof) at the Lessee's cost and charge.

12. Indemnification

Each Party shall indemnify and keep the other Party, its employees, servants, officers and agents indemnified against any claims, demand, costs, charges, expenses, losses, whatsoever that may arise on account of any claims or legal action whatsoever arising on or after the date of commencement of this Lease Agreement due to the negligence or conduct or acts of commission and/or omission of the defaulting Party or its employees, servants, officers and agents or any other person acting on its behalf.

13. Force Majeure

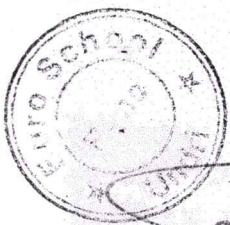
- (a) Neither Party shall be liable to the other Party for failure to perform its obligations hereunder due to the occurrence of any event beyond the control of such Party and affecting its performance such as acts of God, fire, war, war-like hostilities, civil commotion, riots, epidemics, earthquake, collapse of building (either partially or fully) or any other similar cause or causes. In such events all the deposits paid by the Lessee hereunder shall become refundable by the Lessor.
- (b) If by fire, tempest or flood, or violence of an army or mob, or other irresistible force, any part of the Premises be wholly destroyed or rendered substantially and permanently unfit for the purposes for which it was let, the Lease Agreement shall, at the option of the Lessee be void without any obligations on the Lessee under this Lease Agreement, and the Lessor shall refund the entire deposit.

14. Notices

Any notices to be served hereunder shall be deemed sufficiently served on the Lessee if delivered to them personally or sent by mail courier service or facsimile transmission (with simultaneous mailing of a hard copy) addressed to its address at Dani Corporate Park, 158, Vidyanagari Marg, Kalina, Santacruz (East), Mumbai 400098, India; and shall be deemed sufficiently served on the Lessor if delivered to them personally or sent by mail courier service or facsimile transmission (with simultaneous mailing of a hard copy) addressed to its address at 6th Floor Atur Chambers, 2A Moledina Road, Pune 411001.

15. WAIVER

It is hereby agreed that failure of either party to enforce at any time or for any period of time the terms and conditions contained herein shall not be construed to be waiver of any of the terms and conditions or of the right thereafter to enforce each and every term and condition of this Deed.



Handwritten signatures and initials.

16. Governing Law and Dispute Resolution

- (a) *All Disputes:* This Lease Agreement shall be governed by the laws of India and shall, subject to Arbitration, be subject to the exclusive jurisdiction of the Courts in Pune, India to the extent of disputes and differences arising out of or in connection with this Lease Agreement. All such disputes, differences arising out of or in connection with this Lease Agreement shall be referred to the arbitration of a sole arbitrator to be jointly appointed by both Parties in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 failing which, the sole arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Pune.

The arbitration shall be conducted in the English language and the arbitral award shall be final and binding on the Parties.

17. Entire Agreement

The terms of this Lease Agreement are the entire agreement and understanding with respect to the subject matter hereof and supersedes all prior discussions or representations between the Lessor and Lessee.

18. Amendments

No change, modification, or termination of any of the terms, provisions, or conditions of this Lease Agreement shall be effective unless made in writing and signed or initialled by both the Parties.

19. Binding

This Agreement shall be binding upon the Parties and its successors and permitted assigns.

20. Severability

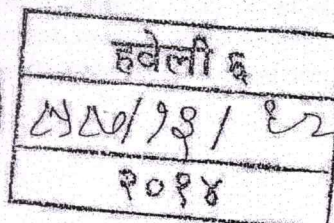
If any paragraph, sub-paragraph, or provision of this Lease Agreement, or the application of such paragraph, sub-paragraph, or provision, is held invalid by a court of competent jurisdiction, the remainder of this Lease Agreement, and the application of such paragraph, sub-paragraph, or provision, or circumstances other than those with respect to which it is held invalid shall not be affected.

21. Survival

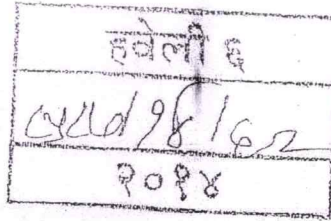
Termination of this Lease Agreement shall not affect those provisions hereof that by their nature are intended to survive such termination.

22. Counterparts

This Lease Agreement is executed in duplicate and Lessor and Lessee each shall be entitled to a part thereof duly executed by both, the Lessor and the Lessee hereto. Each such Part is an independent instrument but both of them together constitute one and the same Lease Agreement. Any change or amendment to be made to this Lease Agreement shall be made only by written instrument in writing.



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IN WITNESS WHEREOF the Parties hereto have set their hands and seal to these presents on the day month and year first above mentioned.

SIGNED, SEALED AND DELIVERED

by:

Rajiv Lalit Sangtani, Trustee

For and on behalf of
ATUR FOUNDATION

For ATUR FOUNDATION

[Signature]
Trustee



SIGNED, SEALED AND DELIVERED

by:

Govindrajan Jaganathan,

Authorized Signatory

For and on behalf of
EuroSchool Education Trust

For EuroSchool Education Trust

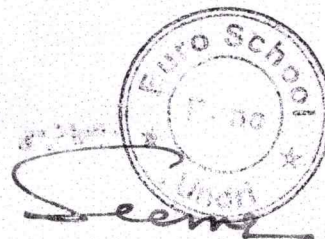
Authorized Signatory



WITNESSES:

1. *[Signature]*
Vinayak V. Pawar
Laxmi Colony, Vitthalnagar
Hadapsar, Pune - 411028.

2. *[Signature]*
Jagannath Shivnath Kadam
S. NO. 56/14, Azad Nagar,



ANNEXURE A

Schedule of the Premises

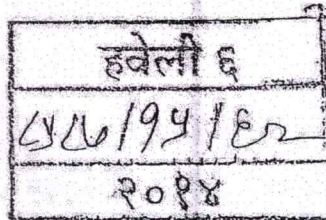
All that piece and parcel of land admeasuring about 11,600 sq. mtr. carved out of total land admeasuring about 60,000 sq. mtr. and building constructed thereon admeasuring about 72,208 sq. ft. , situated at Survey Number 60/1/1 & 60/2/1, Village - Undri, Taluka - Haveli, District - Pune, bounded as -

ON OR TOWARDS -

THE NORTH	:	By Survey Number 5;
THE WEST	:	By part of Survey Number 60/1/1 & 60/2/1;
THE SOUTH	:	By part of Survey Number 60/1/1 & 60/2/1;
THE EAST	:	By 24 M wide Road.

For Euroschool Education Trust

Witnessed Signature

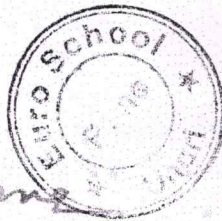
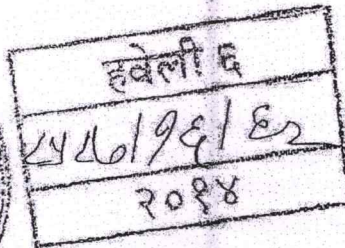
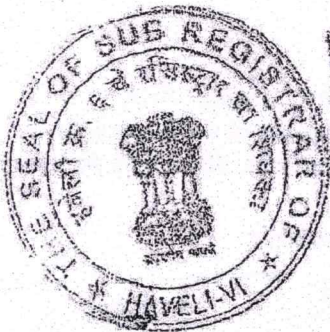


ANNEXURE B – LEASE RENTALS

The lease rentals for the period commencing from 1st June 2014 to 31st March 2029 are mentioned below:

Year	Academic Year	Rate per Sq. ft. per month
1	2014-15	Rs.29.00/-
2	2015-16	Rs.34.60/-
3	2016-17	Rs.34.60/-
4	2017-18	Rs.34.60/-
5	2018-19	Rs.41.32/-
6	2019-20	Rs.41.32/-
7	2020-21	Rs.41.32/-
8	2021-22	Rs.49.38/-
9	2022-23	Rs.49.38/-
10	2023-24	Rs.49.38/-
11	2024-25	Rs.59.06/-
12	2025-26	Rs.59.06/-
13**	2026-27	Rs.59.06/-
14	2027-28	Rs. 70.67/-
15	2028-29	Rs. 70.67/-

** The lease rentals for the renewable term shall be mutually decided by the parties at the end of 13th academic year.



Seema

Dr. A. J.

ANNEXURE C – WORK TO BE CARRIED OUT BY THE LESSOR AND/OR DEVELOPERS AS PER THE SPECIFICATIONS NORMS OF THE LESSEE

1. Superstructure

Construction of the super-structure of the school building to include but not limited to the following works as per design of the Architect & Structural Engineer:

- Site survey & demarcation
- Land cutting & filling
- Excavation
- Foundation
- Structural framework in RCC or structural steel
- Block-work
- Dry walls
- Staircases
- Elevator shafts
- Exterior & Internal plaster
- Water-proofing

2. Electrical works

Electrical works for the school building, site & playground and school precincts as per recommendations of the Architect & MEP consultant & as per norms of the Indian Building Code. The works should include but not limited to the following:

- Internal & External conduits & concealed wiring
- Circuits, ELCB, MCB
- Electrical meter & Main line from source
- Earthing
- Internal & external lighting accessories
- Fans
- Exhaust fans
- Switch boards

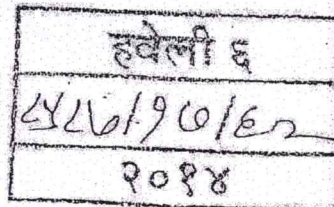
3. Transformer, Sub-station & Power Back up

- Procurement & Installation of Transformer / Sub-station as per the projected electrical load of the school.
- Liaisoning with statutory bodies for sanctioning & commissioning.

4. Plumbing & Drainage

All requisite plumbing & drainage works for the school building, site & playground and school precincts as per recommendations of the Architect & MEP consultant & as per norms of the Indian Building Code. The works should include but not limited to the following:

- Internal & external concealed plumbing & drainage
- Hot & cold water provision where required
- Rain water drainage
- Site drainage lines
- Plumbing accessories
- Sanitary appliances
- Inspection chambers & gully traps
- Septic tank
- Water line from the source or feeder pillar
- Drainage connection of the site to municipal line or septic tank
- Sewage treatment as required



5. UGT & OHT

- Provision of underground water tank (UGT) & overhead water tank (OHT) as per projected capacity & Indian Building Code, using suitable structural design.
- The tanks have to be clad from the inside with a suitable ceramic tile.
- Water pumps & Pump room.
- Provision for overflow

6. Fire Safety

- All fire safety regulations to be complied with as per local authority norms & as per Indian Building Code.
- Fire safety compartment or tank in UGT & OHT
- Wet risers & Dry risers
- Smoke detectors & fire panel
- Sprinkler system as required by design

7. Data, Voice & PAS wiring

- CAT 6 wiring for data points with termination in server room
- CAT 6 wiring for smart class system with termination in knowledge centre
- Conduits for the projector cable of the smart class system wherever required
- Voice cabling with termination in EPABX console
- Public Address System (PAS) wiring with termination in PAS console

8. Elevators

- Supply & installation of elevators as required by the design & capacity of the school building, confirming to the safety standards of a school
- Lift pit & lift room

9. Flooring

- Flooring & skirting for the carpet area of the school building in stone or vitrified tiles.
- Polishing of the floor where required
- Staircase treads & risers
- Sub-floor in joint-free ceramic tiles as required for finished flooring surfaces like pre-laminated wood, wood, vinyl flooring, epoxy flooring etc.

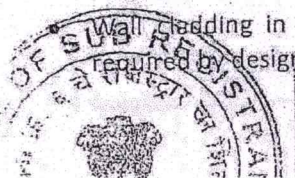
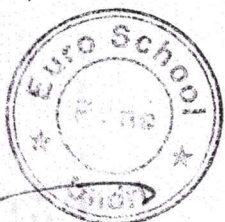
10. Washrooms & wall cladding

- Wall cladding of the relevant surfaces of all washrooms & drinking water fountains in ceramic tiles or glass mosaic tiles
- WC cubicles using pre-fabricated, pre-laminated boards
- Washbasin counters

Wall cladding in service areas, laboratories, staircases & corridors as required by design in glass mosaic tiles

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24/6/19C / E2



11. Painting

- External wall painting as per the designs approved by the Architect in suitable wall texture paint.
- POP punning or gypsum plaster on all relevant wall surface
- Internal wall painting in luster paint

12. Doors & Windows

- All doors to be pivoted finished with laminate on both sides with vision panel in 6mm toughened glass along with appropriate locks, handles & pivot.
- Door frames for pivoted doors using laminated plywood of 1" thickness
- In case of hinged doors, 3" x 4" TW door frames to be used & finished in polish
- Windows to be in 16 gauge anodized aluminum using appropriate extrusions
- UPVC windows will be required where sound insulation is required
- Fixed / curtain glazing as per design requirements

13. Safety grills

- Safety grills as required for the entire building in MS finished with red oxide & enamel paint as per the approved design of the Architect.

14. Facade Development

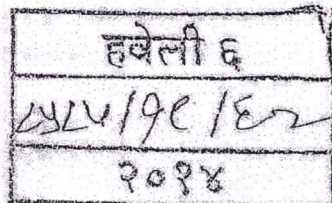
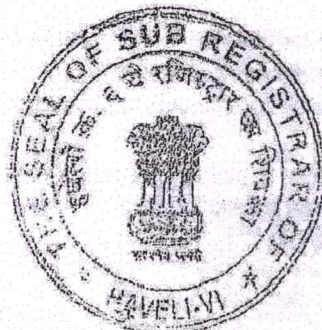
- Provision of adequate weather protection features on the facade as per local climatic conditions
- Cladding in stone for the branding feature of the school
- Provision of electrical points for signage & communication panels

15. Rain-water harvesting

- Provision of rain water harvesting systems as per the local statutory guidelines or as per design recommended by the Consultant or Architect

16. Site Development & Landscaping

- Compound wall & fencing systems as per approved design & safety standards
- Vehicular & pedestrian access with gates along with provision for complete access for the fire tender
- Pathways in stone or cement blocks
- Landscape features as per design
- Tree cover as per local statutory guidelines & climatic conditions



भूमापन क्रमांक	भूमापन क्रमांकाचा उपविभाग	भूमापना पद्धती	भूगणितद्वाराचे नाव	खाने क्रमांक
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शेताने स्थानिक नाव			४५९१	खड
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	३.१५		वे. २३०	
एकूण			४५२३	
पोटखराब (लागवडीयोग्य नसलेले)			अनु. ५१	
वर्ग (अ)	०.०५		वे. ११८८० मी. मी.	
वर्ग (ब)			२५४	
एकूण	३.२०			
आकाराणी	रूपये	पैसे		
जुडी किंवा विरोध आकाराणी	४४८			
				सीमा आणि भूमापन चिन्हे

गाव नमुना बारा (पिकांची नोंदवही)

[परतः जर्मन महसूल अधिकार अधिलेख आणि नोंदवही (गयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम २९]

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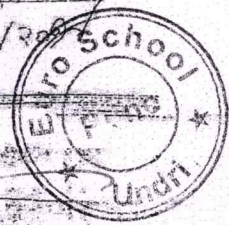
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प्रमाणित तपशील उज्ज्वी
सा. हो. ली. डि. पु. ४



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४/६/९०/१८५
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FOUNDATION

(Registered No. E. 338 Dt. 24th February 1965)

Mg. Trustee
LALIT SANGTANI
Tel : 26 12 85 60

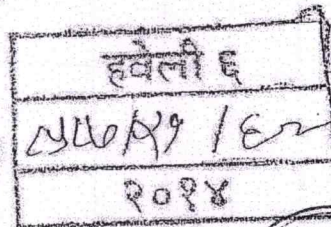
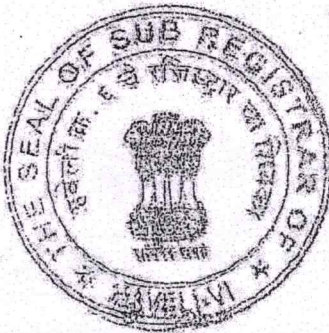
ATUR FOUNDATION HOUSE
4, Dr. Ambedkar Road,
PUNE 411 001.

EXTRACT OF THE RESOLUTION PASSED IN THE MEETING OF
THE TRUSTEES OF ATUR FOUNDATION HELD AT ATUR
FOUNDATION HOUSE, 4 DR. AMBEDKAR ROAD, PUNE - 1 ON
THURSDAY, THE 20TH DAY OF MARCH, 1997 AT 10.30 A.M.

"RESOLVED THAT Mr. Rajiv Lalit Sangtani, be and is hereby
appointed as Trustee of the Trust."

CERTIFIED TRUE COPY
FOR ATUR FOUNDATION

TRUSTEE



Seema

[विशेष-ध. आ. (मु. सा. वि.) २-म.



43

नोंदणीचे प्रमाणपत्र

याद्वारे प्रमाणपत्र देण्यात येते की, खाली वर्णन केलेली सार्वजनिक विश्वस्तव्यवस्था ही आज, मुंबई सार्वजनिक विश्वस्तव्यवस्था अधिनियम, १९५० (सन १९५० चा मुंबई अधिनियम क्रमांक २९) या अन्वये हस्तगुरू विभाग भुवई येथील सार्वजनिक विश्वस्तव्यवस्था नोंदणी कार्यालयात योग्य रीतीने नोंदण्यात आलेली आहे.

सार्वजनिक विश्वस्तव्यवस्थेचे नाव हस्तगुरू एज्युकेशन ट्रस्ट

सार्वजनिक विश्वस्तव्यवस्थांच्या नोंदणी पुस्तकातील क्रमांक ई-२५५५४ (मुंबई)

श्री गोविंदराज अगुन्नाशन यांस प्रमाणपत्र दिले.

आज दिनांक १९/०३/२०१४ रोजी माह्या सहीनिशी दिले.

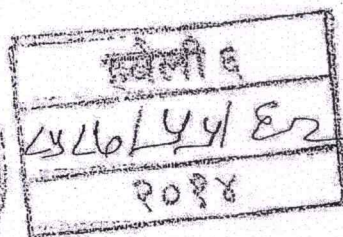
शिवका



सही

पदनाम

१९-३-१४
गोविंदराज अगुन्नाशन
हस्तगुरू विभाग, भुवई



Sp. - CO. (B.T.) 2(a)

CERTIFICATE OF REGISTRATION



5092

It is hereby certified that the Public Trust described below has this day been duly registered under the Bombay Public Trusts Act, 1950 (Bom. XXIX of 1950) at the Public Trusts Registration Office.

Name of Public Trust: Atar Foundation Poona

Number in the Register of Public Trusts: E 302 Poona

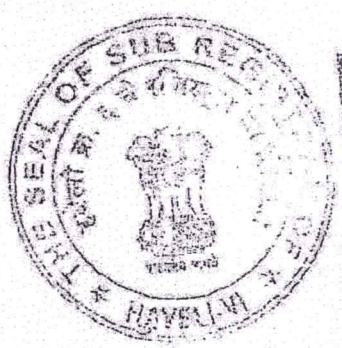
Certificate issued to: The Managing Trustees

Given under my hand this 24th day of February 1955

Signature

Designation

Registrar



हवेली ६
24/2/55
2098

अर्ज क्र. 854/14
अर्जदाराचे नांव :- Adv. S.P. Thavare
नकासलेचा अर्ज आला तो दिनांक :- 28/2/14
नकासल वेळार दि. :- 28/5/2014
नकासल दिली तो दि. :-



BEFO. THE JOINT CHARITY COMMISSIONER,
PUNE REGION, PUNE.

लबीक्षक
सार्वजनिक वारा नोंदणी
कार्यालय भूण विभाग पुणे

Application No. 38/2013.

Under Section 36(1)(b) of
the Bombay Public Trusts
Act, 1950.

In the matter of Trust
known as "Atur Foundation,
Pune."

P.T.R. No. E-388 (Pune).

"Atur Foundation, Pune"
through its authorized trustee --
Mr. Rajiv I. Sangtani.
Age - 37 yrs, Occ. - Business,
R/o., 65, Koregaon Park, Lane
No. 3, Pune-1.

Applicant.

v/s.

Nil.

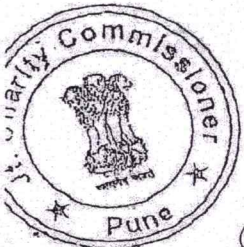
Respondent.

Appearance :- Mr. S. P. Thavare, advocate for applicant.

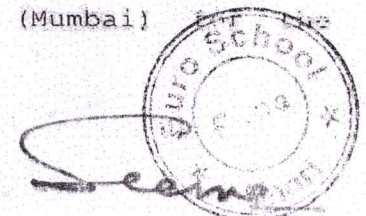
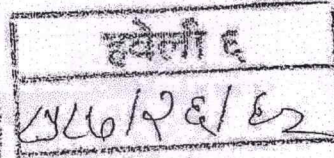
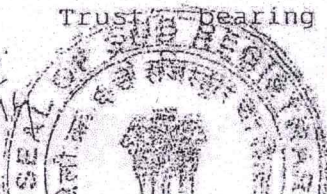
J U D G M E N T

(Delivered on 28-02-2014)

1. "T" is an application filed by the applicant
under Section 36(1)(b) of the Bombay Public Trusts Act,
1950 for seeking permission to lease out the property of
trust initially for a term of 15 years extendable to
next 14 years total 29 years to 'Euro School Educational
Trust' bearing P.T.R. No. E-25554 (Mumbai)



Mupus
28-2-14

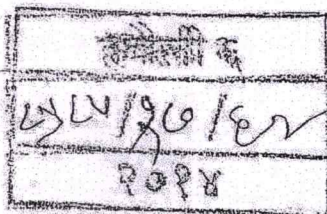


purpose of running a school or educational activities by
'Euro School Educational Trust'.

2. The facts of the applicant's case are as under:

"Atur Foundation, Pune" is a registered public trust bearing P.T.R. No. E-388(Pune) and the applicant is one of the trustee of the said trust. The objects of the trust are relief to poor, education, medical relief and general public utility. The said trust owns a property bearing Survey No. 60/1/1, admeasuring 11,600 sq. mtrs. in which the trust has constructed parking + 4 storied construction admeasuring about 72,208 sq. ft. in the land situated at Mauje Undri, Tal. Haveli, Dist. Pune. The said property is bounded as on or towards East : Survey No. 5, West : Part of Survey No. 60/1/1, South : Part of Survey No. 60/1/1, and North : 24 Mtrs. wide road which is the subject matter of the present case.

3. The applicant contended that, on 11-03-2000 the trust has resolved to purchase the said property for the purpose of starting one English Medium School, and accordingly a sale deed was executed on 02-04-2002 vide Registration No. 1583/2002 at Haveli. Thereafter, one supplementary deed was executed on 26-05-2003 and the trust has purchased an area admeasuring 11,600 sq. mtrs. of the said property. The trust came to know that, the



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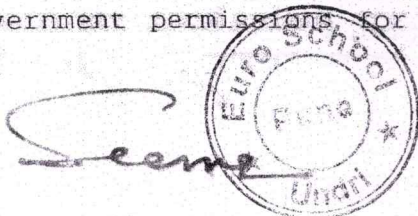
said area was from Survey No. 60/1/1 and not from Survey Nos. 60/1/1 + 60/2/1. Hence, a correction deed was executed and registered on 02-05-2012 and thereafter the trust has recorded its name in 7 x 12 extract in the year October, 2012 and a change report bearing No. 1576/2012 was also filed in the office of Charity Commissioner, Pune.

4. It is the contention of the applicant that, the trustees have decided to develop the said property by utilizing the trust fund. Therefore, they applied and got the Commencement Certificate from the Collector, Pune for construction of a school building on 05-03-2004. However, for want of fund they could not actually start the construction for a period of 3 years. Actually the construction started in the year 2007 for the school building and completed it as per the Certificate of Architect dated 27-05-2012. The trust has completed the construction out of their own funds to the extent of 72,208 sq. ft. = 6038.08 sq. mtrs. which is valued at Rs. 3,44,83,533/- and the valuation of the land is Rs. 73,35,046/-.

5. The applicant contended that, though the trust has purchased the said property and carried out the construction from their own funds, however necessary Government permissions for starting the school was not

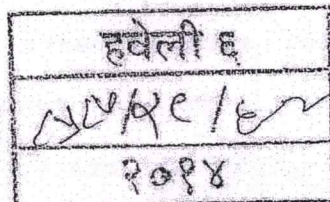
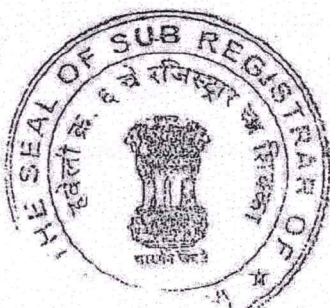


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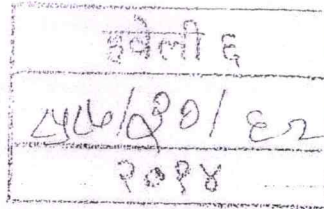
got to the trust. Considering the huge expenditure cum investments made by the trust on the said property it has become find difficulty for the trust to start the school and established it in near future. Therefore, the trustees have decided to lease out 72,208 sq. ft. area to some already established school brand. Accordingly, the trustees received a proposal from 'Euro School Educational Trust'. They were ready to take on lease some portion of construction out of the said property for running the school under their brand and management on certain terms and conditions for a period of 29 years.

6. The applicant contended that, 'Euro School Educational Trust' is also a registered charitable trust at Bombay vide P.T.R. No. E-25554 (Mumbai) dated 19-03-2009. After the receipt of the proposal of the said trust, the trustees of the applicant trust has called a meeting on 20-01-2012 and unanimously resolved to accept the proposal of 'Euro School Educational Trust', and accordingly they entered into a Memorandum of Understanding (MOU) on 01-03-2012. The trust showed their readiness to lease out 72,208 sq. ft. constructed premises alongwith usage rights of land on lease initially for 15 years per sq. ft. per month basis to 'Euro School Educational Trust' for running the school. They agreed for lease rent Rs. 16,25,000/- per month



Charity

16/2/14

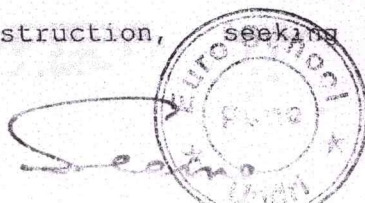


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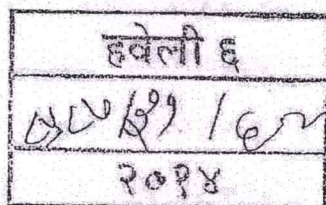
which comes out Rs. 1,95,00,000/- for the first year and the same will go on increasing as per agreed chart set out by both these trusts. They also agreed for depositing the amount of lease for 10 months which comes to Rs. 1,60,00,000/-. Out of which the 'Euro School Educational Trust' has paid the applicant trust towards a security deposit of (i) Rs. 80/- Lacs by way of Cheque No. 307800, dated 05-04-2012 drawn on HDFC Bank, Mulund Branch and (ii) Rs. 80/- Lacs by way of Cheque No. 307799, dated 05-05-2012 drawn on HDFC Bank, Mulund Branch.

7. The applicant submitted that, it is also resolved by both the trusts that, as per MOU Agreement initially the lease period is fixed for 15 years from academic year 2012-2013 upto 2026-2027 and the term may be extended upto next 14 years after first term of 15 years is over totally to be 29 years and the school will be started from the academic year June, 2013 to April, 2014. The applicant contended that, there is a legal necessity to the trust to lease out the property because the trust had purchased the property in the year 2000, but due to lack of funds and inspite of Commencement Certificate, the construction could not be started for 3 years till 2007. The trust again faced the difficulty of finance for carrying out the remaining portion of construction, seeking permission from Government

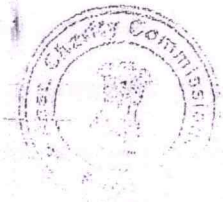
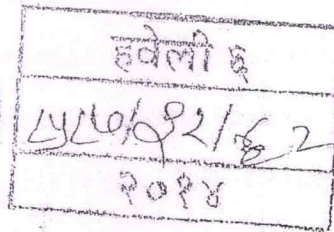
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Authorities, making investment on furniture, administration, employment of teaching and non-teaching staff and doing all necessary administration. Though, the trust has carried out the construction to the extent of 12,208 sq. ft. but the said construction was remained unutilized for considerable time, therefore there was a loss of money as well as funds of the trust. 6707.66 sq. mtrs. construction is still to be constructed for which the trust has no funds. So, they decided to lease out the portion which is constructed alongwith permissive use of land for total 29 years (initial 15 years + extension of 14 years). It is further contended that, the applicant trust is running 'Nehru Memorial Hall' in Camp area of Pune which is fetching minimum rent out of cultural activities. The income from hall is very meager. The said hall was constructed in the year 1971. It needs renovation but it requires the funds. Considering all these things and in order to achieve the objects of the trust, the trustees have decided to give the portion of the said property on lease to 'Euro School Educational Trust' on the terms and conditions mentioned in MOU and addendum to MOU, dated 16-03-2012. The applicant contended that, 'Euro School Educational Trust' should start their school from June-2013 as per commitment made by the trust and therefore the applicant prayed that, there is an urgency



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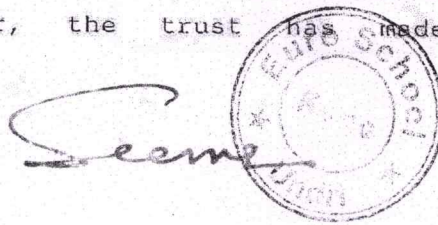
in the matter to grant the sanction for lease, otherwise irreparable loss would be caused to the trust which cannot be compensated in terms of money. As per MOU the trust has received certain advanced amount, and if the proposal was not considered on urgent basis the trust has required to refund the entire amount to 'Euro School Educational Trust.'

8. The applicant contended that, it is agreed between the trust and 'Euro School Educational Trust' that, the proposed lessee will give Rs. 25/- per sq. ft. as lease rent per month against the utilization of 72,208 sq. ft. area of applicant trust and there will be increased in the amount of rent as per the Annexure-E to MOU.

9. The applicant contended that, the monetary proceeds received out of lease would be utilized for carrying out the construction of remaining portion of the said property i.e., (i) balance FSI of 6450.00 sq. mtrs., (ii) renovation of 'Nehru Memorial Hall', (iii) starting similar charitable activities of the trust for fulfilling the objects of the trust and (iv) some regular activities can be started out of monthly lease rent. There is no other income source to the trust except meager rent from the 'Nehru Memorial Hall'. Further, the trust has made huge investment in

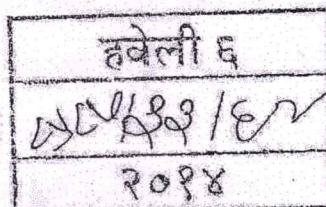


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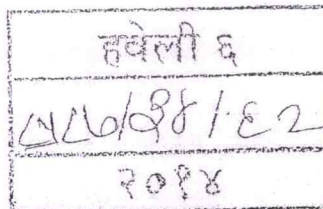
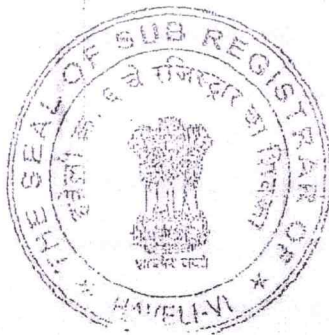
purchasing this property and making it construction on it, and therefore if the rent is received by leasing out the property, the trust would utilize the remaining portion of the property for fulfilling the objects of the trust. The trust has never availed the loan for raising the construction on the said property. The property is not mortgaged with anybody. The trust has right to terminate lease if activities found not as per the terms. It is also the contention of the applicant that, instead of keeping such property unutilized for want of funds the said property will be utilized for charitable activities by another known trust. So, the ultimate aim of carrying out the activities will be achieved. There is a transaction between two charitable trusts for charitable objects. Hence, necessary permission be granted to lease out the constructed premises admeasuring 72,208 sq. ft. area alongwith permissive use of open land of the said property to 'Euro School Educational Trust' for total period 29 years out of which initial the term is 15 years extendable to next 14 years.

10. From the pleadings of the applicant following points arise for my determination and findings thereon together with the reasons are as under :



28-2-84





9

POINTS

FINDINGS

- | | |
|--|------------------------------------|
| 1. Whether the applicant proves that the trust has compelling necessity to lease out the said property ? | Yes |
| 2. Whether the lease of the property is in the best interest of the trust? | Yes |
| 3. What order ? | Application stands partly allowed. |

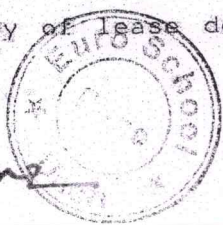
REASONS

11. In the instant case the applicant has filed on record number of documents alongwith list at Ext. 3 such as copy of Schedule-I extract, trust deed, notice of meetings dated 01-03-2000 and 09-11-2007, minutes of meetings dated 11-03-2000 and 09-11-2007, original sale deed dated 02-04-2002, copy of supplementary deed executed on 26-05-2003, commencement certificate dated 05-03-2004, correction deed dated 02-04-2012, resolutions dated 20-01-2012 and 04-09-2012, certificate stating area of plot and construction, 7 x 12 extract of the property, Change Report No. 1576/2012, copy of order passed in Change Report No. 1204/2012, trust deed, Schedule-I, Schedule-X and registration certificate of 'Euro School Educational Trust', resolution dated 26-04-2012 of 'Euro School Educational Trust', last 3 years audited statement of the trust, MOU dated 01-03-2012, Addendum MOU dated 16-03-2012, supplementary MOU dated June, 2012, copy of lease deed between applicant trust



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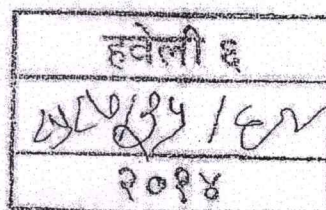
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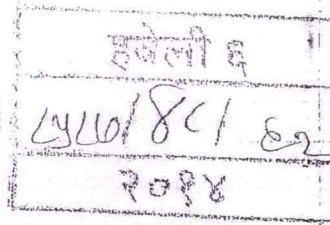
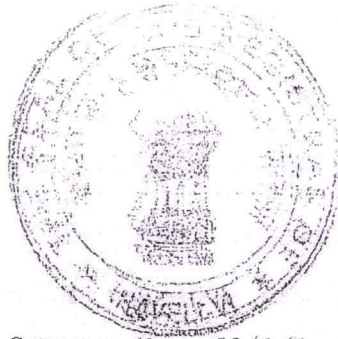
and 'Euro School Educational Trust', valuation report of the property, certificate of completion, etc.

The applicant has also filed some documents alongwith list at Ext. 6 such as the copy of order passed in Change Report No. 1576/2012, dated 28-05-2013, copy of audit reports for the year 2010 to 2012-13, audited accounts of the 'Euro School Educational Trust' for the year 2010 to 2012-13. The applicant has filed alongwith Ext. 11 the copy of development agreement dated 05-10-2000 and affidavit of applicant. The applicant has filed at Ext. 14 the copy of audited statement from the year 2007 to March, 2012 and group summary and ledger account from the year 2007 to March, 2012. The applicant has filed on record the copy of proposed lease deed, chart of lease rentals. He has filed on record the copy of letter received from 'Euro School Educational Trust' dated 27-01-2014 at Ext. 17 and evidence affidavit at Ext. 19, draft of proposed lease deed and chart of lease rental at Exts. 21 and 22. I heard the learned Counsel, Mr. Thavare for the applicant. Perused the documents filed on record.

12. As to Point Nos. 1 and 2 :- The applicant "Atur Foundation, Pune" is a registered trust under P.T.R. No. E-388(Pune) having an object of educational relief to poor and medical relief which is reflected from the copy



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Atur Charity



23

Survey No. 60/1/1 of village Mauje Undri, Tal. Haveli, Dist. Pune admeasuring 72,208 sq. ft. constructed premises alongwith permissive use of open land of the said property for the period of 15 years only for the purpose of running school as per the terms and conditions mentioned in MOU, dated 01-03-2012 and revised rent agreed by the parties as per Annexure-'B' lease rentals submitted by 'Euro School Educational Trust' before this Authority alongwith application at Ext. 22 on 10-02-2014 from the academic year 2014-2015 to 2028-2029.

3. Annexure-'B' of lease rentals reschedule submitted by 'Euro School Educational Trust' on 10-02-2014 for the academic year 2014-2015 to 2028-2029 is the part and parcel of lease agreement.

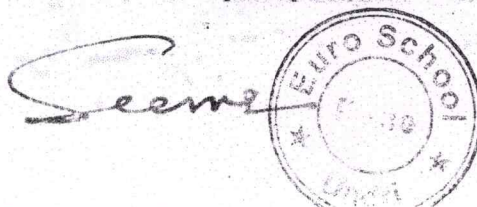
4. The applicant trust has accepted the security deposit of Rs. 1,60,00,000/- (Rupees One Crore Six Lacs Only) as per the MOU and addendum to the MOU dated 01-03-2012 is part and parcel of the lease agreement.

5. The prospective lessee, 'Euro School Educational Trust' to bear Registration Charges, Stamp Duty and other ancillary expenses of lease agreement.

6. The applicant trust to execute the lease deed in favour of prospective lessee, 'Euro School

Signer

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Educational Trust' within six months from the date of this order.

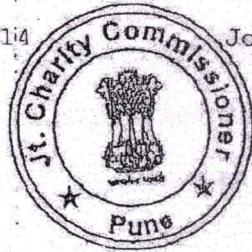


7. The amount received by the trust towards the lease rent and the security deposit shall be invested in long term deposit as per Section-35 of the Bombay Public Trusts Act, 1950 and the interest received thereon shall be utilized for the purpose of fulfilling the objects of the trust.

8. This order is subject to the trustees complying all the provisions and prohibitions, if any, that are contained in any other laws for the time in force, which are applicable to this transaction.

9. Entry of this order be taken in Schedule-I of the Register of Public Trust.

Date : 28-02-2014
Place : Pune.

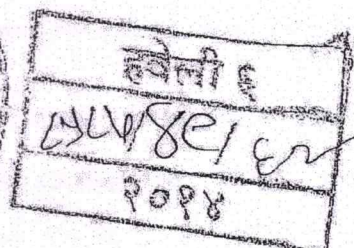
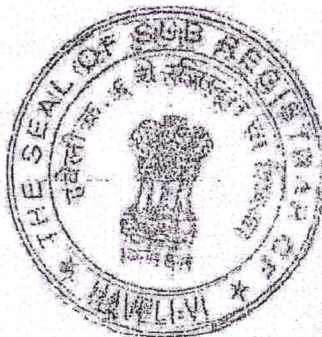


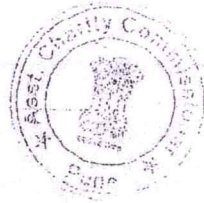
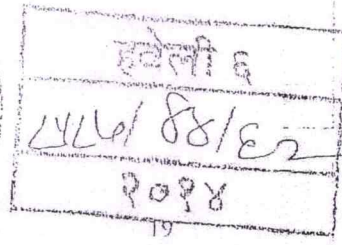
[Signature]
28-2-2014
(N. U. Kapadi)
Joint Charity Commissioner,
Pune Region, Pune.



सही शिक्काची खरी नकल

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बोधवर्धन
सर्व
कार्यालय पुणे विभाग पुणे



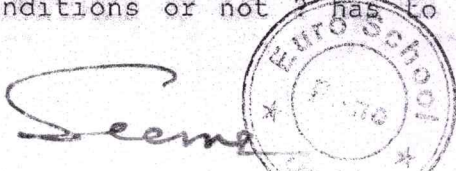


to MOU dated 01-03-2012 hereby stands extended upto 31-05-2013. It was agreed that, the school entity would compensate the land owner for partial use of the premises at the rate of Rs. 9,02,000/- per month from 1st June, 2012 till 31st May, 2013. IT is agreed between the parties that, the said lease deed will be modified to the extent of required by the Charity Commissioner's order granting permission under Section 36 of the Bombay Public Trusts Act, 1950 for execution of the lease deed. The terms and conditions were elaborately mentioned by the applicant trust in the MOU with the 'Euro School Educational Trust' about the lease rent, security deposits and other columns, lock-in period, statutory payments and other things. The Euro trust has paid the security deposit of Rs. 1,60,00,000/- by way of two Cheques of Rs. 80/- Lacs each dated 05-04-2012 and 05-05-2012 to the applicant trust.

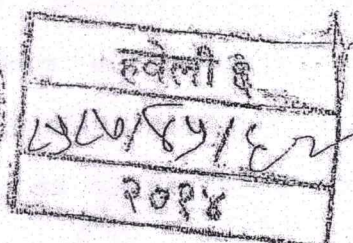
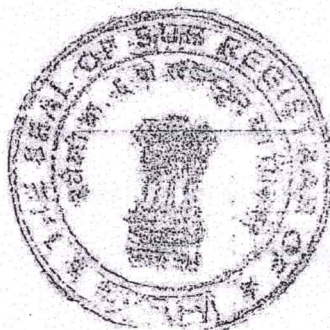
19. Two charitable trusts are intending to enter into for lease of the property. The applicant trust constructed the school building without there being any permission for starting the school and 'Euro School Educational Trust' is intending to take on lease the said premises for running the School, in such circumstances, whether the rent payable by the said trust is a fair rent and in line with the present market conditions or not has to be seen. For that purpose



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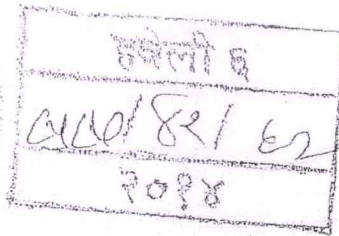


the applicant has filed on record the valuation report of the property carried out by one Sanghvi Associates, Govt. Approved Valuer on 11-12-2013. According to the said valuer the lease rent in the said location is around Rs. 14 to 18 per sq. ft. of built-up area. He valued the property as approximately Rs. 12,76,75,000/-. In the MOU agreement the 'Euro School Educational Trust' is intending to offer the rent of Rs. 25/- sq. ft. and thereafter there is an increase in the rent for next every 3 years. In such circumstances, instead of calling the tenders by public notice as a charitable trust is intending to take on lease the property I called the prospective lessee, 'Euro School Educational Trust' before this Authority for reconsidering the offer made by them. Upon which initially the Euro trust was not ready to revise the rent per sq. ft. offered by them and accordingly they filed an application at Ext. 17/1 contending their inability to pay higher rent for the premises. But later on the 'Euro School Educational Trust', a prospective lessee has agreed to enhance the rent of Re. 1/- per sq. ft. in their lease rent schedule annexed by them alongwith their MOU. They have shown their readiness to enhance the rent from lease period 2014-2015 onwards. Initially they quoted lease rent Rs. 28/- per sq. ft., but later on enhanced it to Re. 1/- in it i.e., Rs. 29/- per sq. ft. In similar way they



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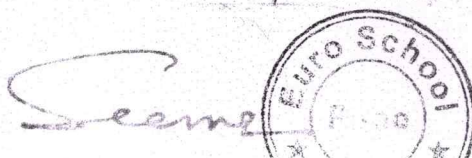
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lease should not be issued and requested for early disposal of this application.

18. I perused the MOU executed between the applicant trust and the 'Euro School Educational Trust'. The said trust is a registered trust. The 'Euro School Educational Trust' has submitted their copy of Trust deed, registration certificate and the copy of Schedule-I on record. The Euro trust is intending to start CBSE or ICSE Board School in the said premises. In the column the 'term of lease' in the MOU it is submitted by the parties that, the period of lease for the premises shall be, for a period of initial 15 years and the balanced period of another 14 years (Renewable Term) upon expiry of the initial term. The initial term shall be commencing from 1st June, 2012 to 31st May, 2027 and the renewable term shall be commencing from 1st June, 2027 to 31st May, 2042. However, at the end of 13th year i.e., 2024-2025, both the parties shall mutually decide upon the further terms and conditions (including the revised lease rent for the renewable term). About the lease rent the 'Euro School Educational Trust' has submitted that, the school entity shall pay the lease rental from 1st June, 2012 onwards as mentioned in their Annexure-'E' to their MOU and shortly, (a) the monthly lease rent for the initial two academic years i.e., 2012-2013 and 2013-2014 shall be Rs. 25/- Sq. ft. area, (b) the monthly



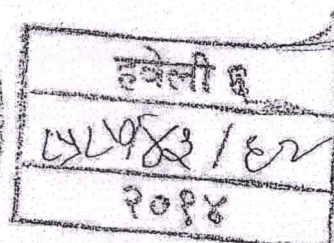
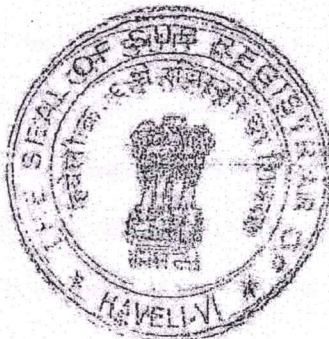
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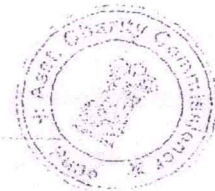
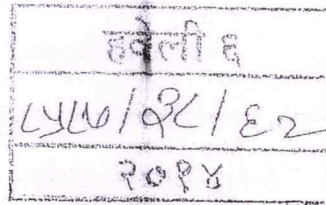
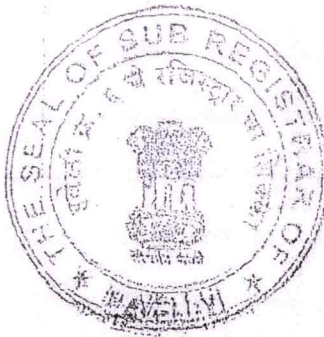
lease rent for the 3rd academic year i.e., 2014-2015 shall be Rs. 28/- per sq. ft. area, (c) thereafter from 4th academic year onwards, the monthly lease rental shall be enhanced at the rate of 20% for every three year block upto the 15th academic year, (d) the lease rentals for the renewable term shall be mutually decided by the parties by the end of the 13th academic year i.e., 2024-2025, (e) the lease rental shall commence from 1st June, 2012 and shall be paid quarterly in advance. If, there is default in paying the rent for a continuous period of two months then the lease rental shall be paid with an added interest @ 1.5% interest per month, to be calculated from the date on which the lease rental becomes due, upto the date the lease rentals are finally paid. There is also a security deposit column in the said MOU which shows that, 'Euro School Educational Trust' shall provide an interest free refundable security deposit which shall be the equivalent to 10 months lease rental to the land owners. The payment of the said security deposit shall be as under :

- (a) Upon sign-up of MOU - lease rentals five months.
- (b) On execution and registration of final lease agreement - lease rentals of balance five months.

Then they have entered into supplementary MOU and in which they agreed that, the validity of MOU and addendum



St. Chaitan



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applicant has constructed four storied well equipped building, the applicant trustee is also one of the Director of "Atur India Pvt. Ltd." a Company registered under the Indian Companies Act, 1956. The said Company was confirming party for the purchase of the said property by the trust and the said Company had entered into development agreement with the seller of the said property, Mr. Prithviraj R. Adik. There is every possibility that, said construction was carried out by 'Atur India Pvt. Ltd. Company'.

15. The applicant further submitted that, the said construction was carried out by their own funds. In this connection, how the fund was utilized ? and whether the same is reflected in the accounting statement of the trust or not ? to which the applicant has submitted a pursis at Ext. 30 that, the audited statement of accounts and detailed audited ledger account for the school building for the year 2007 to 2012 are submitted, which reflects the amounts spent on construction. The copies of audited statement of accounts for the years 2007 to 2012, the group summary and ledger account for the year 2007 to 2012 showing the details of expenditure on school construction work are submitted by the applicant at Ext. 14. The audited statement of accounts if perused, the expenditure side of the trust ^{is} showing the expenses regarding the repairs and maintenance of

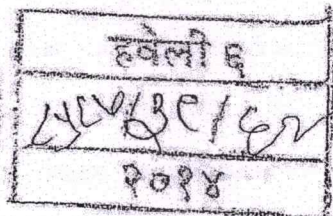


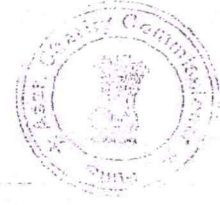
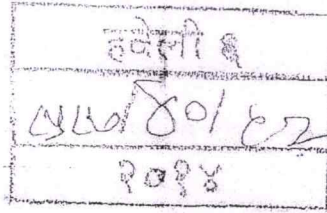
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the properties and not for the construction of school or other school building. The applicant has submitted the group summary of under construction school building from 01-04-2007 to 31-03-2008, 01-04-2008 to 31-03-2009 and 01-04-2009 to 31-03-2010. The income and expenditure balance-sheet statements of all these years if perused, it does not reflect that, there is any expenses incurred by the trust for the new construction of any property or any building. So, the explanation submitted by the applicant to that effect is not convincing and acceptable one. But the fact remains that, there is a building at the spot and some photographs of the same are filed on record by the applicant trust alongwith the Government Approved Valuer, Sanghvi Associate's report which shows that, the construction was commenced from 2007 to 2012 with a sanctioned plan No. 2467, dated 25-11-2003, revision No. 1322, dated 04-05-2007 by Asst. Director, Town Planning, Pune and presently the school building is occupied by 'Euro School Educational Trust'. The trust has failed to explain why the school building was constructed without obtaining necessary permission from Competent Authority for running the school. Considering the huge fund spend on the purchase of land and the construction of building on the said property obviously the trust has to see the utilization of the





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said property as well as to earn the income from the said property.

16. The applicant contended that, the trust has received the proposal from 'Euro School Educational Trust' to take the said property on lease for running the school under their management and the brand on certain terms and conditions. It is submitted that, 'Euro School Educational Trust' is a registered charitable trust under the Bombay Public Trusts Act, 1950 vide under P.T.R. No. E-25554 (Mumbai). The said trust is running the various schools. The applicant has submitted that, after the receipt of the proposal the trust has called a meeting on 20-01-2012 and unanimously resolved to accept the proposal of 'Euro School Educational Trust'. The extract of resolution is filed on record by the applicant. The applicant has filed on record the minutes of the meeting of board of trustees of 'Euro School Educational Trust' dated 26-04-2012 in which they have decided to take on lease the property of "Atur Foundation, Pune" for the purpose of starting school. Thereafter, 'Euro School Educational Trust' has submitted the MOU dated 01-03-2012 between the 'Euro School Educational Trust' and "Atur Foundation, Pune" for operating the school upon the land and building provided on lease by the "Atur Foundation, Pune" with certain terms and conditions. The copy of MOU is filed

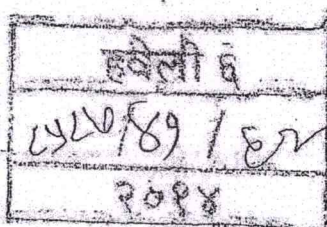
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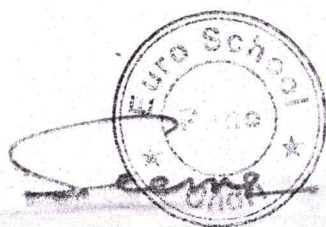
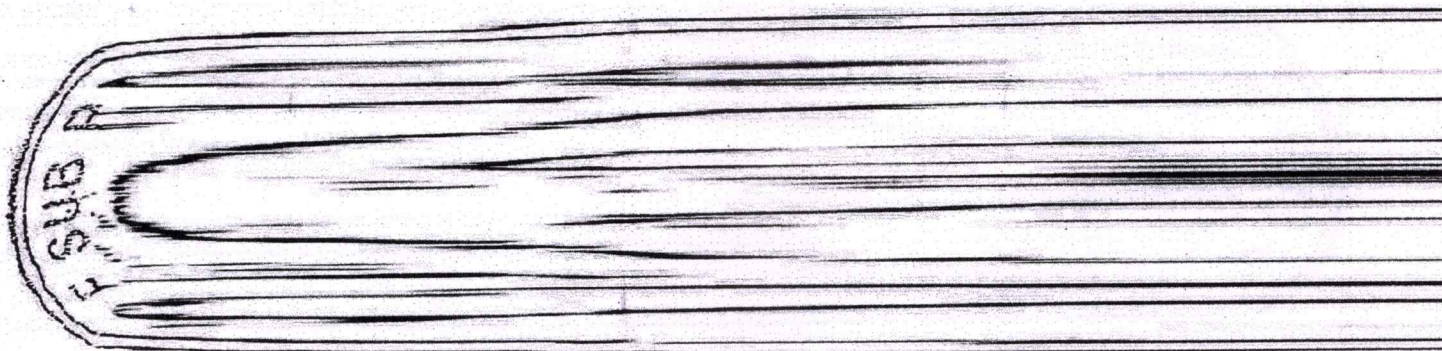


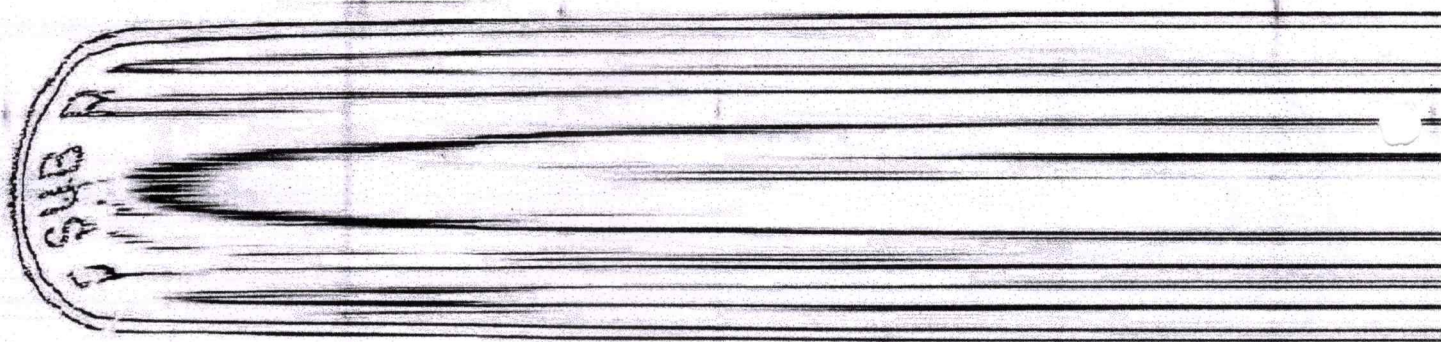
on record by the applicant alongwith annexures of the lease rent/other obligations on record. The applicant has submitted that, there is need to lease the said property because there is lack of funds with the trust for making any further investment like as furniture, fixtures, etc. on the constructed building and the fund is also required for fulfilling the objects of the trust. The trust has only source of income from their hall known as 'Nehru Memorial Hall' and the trust needs to renovate the same. It requires the considerable fund for its renovation. They needed fund for making further construction on unutilized FSI area of 69,436 sq. ft. of said property which is still remained with the applicant trust. No documentary evidence placed on record for urgent need of fund for renovation of hall or construction of remained area of the property. It is the contention of the applicant that, the trust is intending to lease out the property to another educational trust for their charitable objects and ultimately the educational object of both trusts would be carried out.

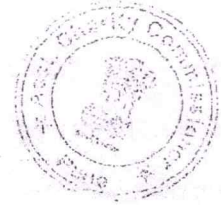
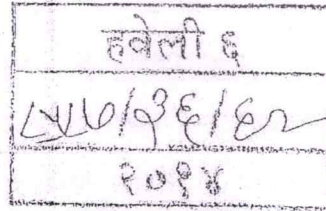
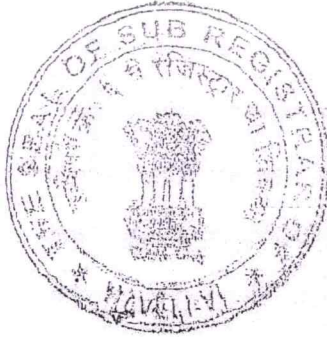
17. The trust has executed a MOU with 'Euro School Educational Trust' in March, 2012. The school will be started from June, 2013 and therefore the trust has shown their urgency in this matter and also requested that, public notice calling the tender for proposed



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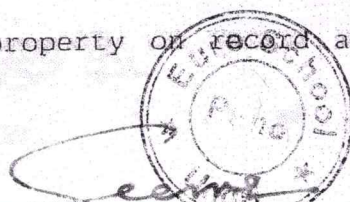
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of Schedule-I of the trust. The applicant is one of the trustee of the said trust as per Change Report bearing No. 1204/2012, order dated 25-09-2012. As per Clause-9(e) of the trust deed, the trustees have right to lease, purchase, sale the movable or immovable property of the trust.

13. The said trust had purchased the property i.e., the land situated at Survey No. 60/1/1, admeasuring 12,140 sq. mtrs. of village Undri, Tal. Haveli, Dist. Pune from Mr. Prithviraj R. Adik, R/o., Mumbai by sale deed dated 02-04-2002 and subsequently a supplementary sale deed was also entered into by Mr. Prithviraj R. Adik and "Atur Foundation, Pune" on 26-05-2003 and in which the vendor has transferred an area of 11,600 sq. mtrs. out of Survey Nos. 60/1/1 and 60/2/1 of village Undri, Tal. Haveli, Dist. Pune. Thereafter, a deed of correction to original sale deed dated 02-04-2002 and supplementary sale deed dated 26-05-2003 was made between the party on 02-05-2012 in which the vendor has sold the property admeasuring 11,600 sq. mtrs. out of Survey No. 60/1/1 and not out of Survey No. 60/1/1 and 60/2/1 of village Undri, Tal. Haveli, Dist. Pune to the trust. The necessary documents are filed on record by the applicant. The applicant trust has thereafter filed a change report bearing No. 1576/2012 for bringing the said property on record and accordingly an area 11,600 sq.

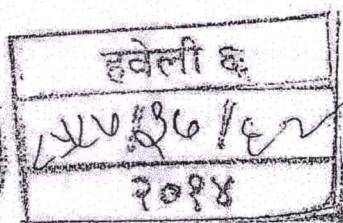
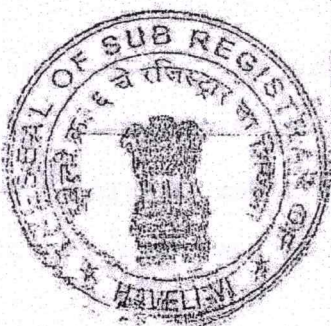


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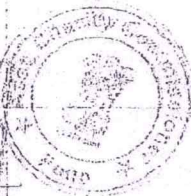
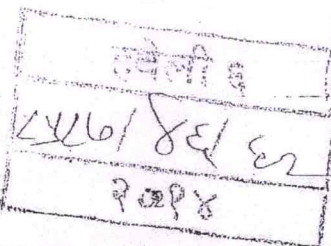
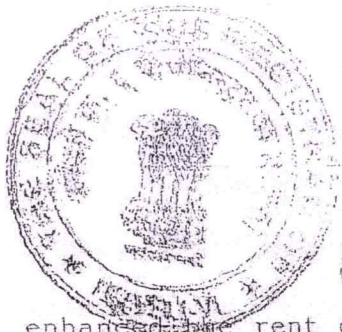


mtrs. out of Survey No. 60/1/1 of village Undri, Tal. Haveli, Dist. Pune was recorded in the name of trust vide order dated 28-05-2013. The copy of order is filed on record by the applicant. From these documents it can be cleared that, the trust is the owner of the said land admeasuring 11,600 sq. mtrs. of Survey No. 60/1/1. Accordingly, the name of trust is also recorded in 7 x 12 extract in respect of land Survey No. 60/1/1.

14. The vendor, Mr. Prithviraj R. Adik had obtained a permission/ of construction on the land Survey No. 60/1/1 to the extent of 32,000 sq. mtrs. and on Survey No. 60/2/1 to the extent of 28,000 sq. mtrs. total 60,000 sq. mtrs. from the Collector, Pune vide order dated 05-03-2004. The applicant contended that, on the said land they have made a construction with the help of their funds. To that effect, the applicant was asked from who has carried out the development or construction ? and how much fund was invested for its construction ? The applicant has submitted an explanation cum pursis vide Ext. 13 and contended that, the construction of school building was carried out by the trust itself on 2007 on a contract basis. No builder/developer was appointed for carrying out the construction and the construction was carried out through labours or contractors. But who was developer/builder of the said construction is not disclosed by the trust. The



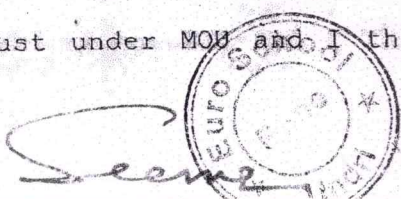
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enhanced the rent of Re. 1/- in the subsequent rates per sq. ft. quoted by them in the said annexures-'E' and 'B'. In this connection, the trustees of the applicant trust were asked to whether they are agreeable to the said rent or not? Upon which the trustee of applicant trust filed his affidavit at Ext. 19 and he has agreed for the said rent. He specifically requested that, permission be granted for leasing out the property for initially for 15 years only and the revised chart of per month produced by the 'Euro School Educational Trust' alongwith pursis at Exts. 18 and 22 is acceptable to this trust.

20. In the present case, the applicant trust is going to lease out the property to another charitable trust, accordingly the prospective lessee a charitable trust has given some security deposit to the applicant trust under the MOU executed between them in the year 2012 and the lease rent which the said prospective lessee offered to the trust is above the market rate of lease rent as quoted by the valuer in the valuation report. Hence, instead of calling the tenders by way of publication I called the prospective lessee the 'Euro School Educational Trust' who was given an opportunity for increasing their rate of rent and accordingly they increased the rent beyond the rate settled with the trust under MOU and I think that, the rent offered by

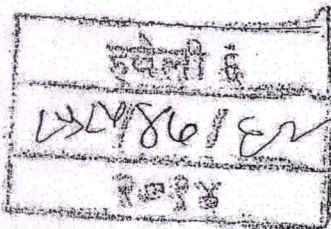
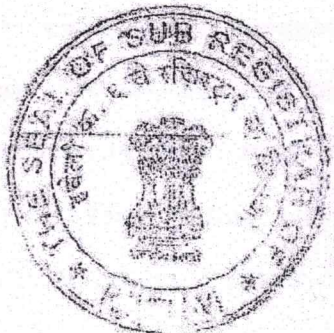
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the prospective lessee and the security deposit furnished with the trust is in the best interest of the trust. The premises will be utilized for the school purpose, the prospective lessee is an educational trust running the schools, the terms and conditions agreed between the parties for granting of lease term of lease rent, obligations of lessor, lessee, block-in period, etc. are appropriate. The applicant trust though sought a permission for lease of 29 years but in the final affidavit they agreed that, permission be granted for lease of initial period of 15 years only. The lease rent and the security deposit agreed by the proposed 'Euro School Educational Trust' is in the interest of the trust. As the trust is not selling the property but leasing out for 15 years a constructed portion of the property for best utilization of the property as well as for fulfilling the objects of the trust hence I find that, this lease is in the best interest of the said trust. Hence, I allowed the application and proceed to pass the following order :

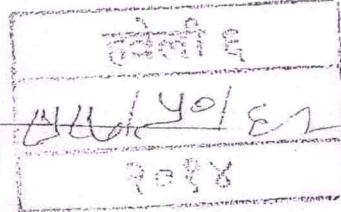
O R D E R

1. The application stands partly allowed.
2. The permission is hereby accorded under Section 36(1)(b) of the Bombay Public Trusts Act, 1950 to the trustees of "Atur Foundation, Pune" bearing P.T.R. No. E-388(Pune) for leasing out the trust property bearing



St. Char.

28.2.74



- वाचले:- १) श्री. पृथ्वीराज रामराव आदिक तर्फे कु.मु.श्री.राजीव संगतानी यांचा अर्ज दि.१/१०/२००३
२) सहा.संचालक नगर रचना पुणे यांचे कडील क्रमांक.रेखांकन / एनएबीपी / मौजे उंडरी (ता.हवेली) / स.नं.६०/१/१ व ६०/२/१ / ससंपु / २४६७, दि.२५/११/२००३.



जिल्हाधिकारी कार्यालय, पुणे
महसूल शाखा
क्रमांक:-पमह/एनएसआर/२४२/२००३
पुणे-१, दि. ५ / ०३ / २००४

विषय: सुधारित रेखांकन व बांधकाम परवानगी मिळणे बाबत.

मौजे उंडरी, ता.हवेली येथील स.नं. ६०/१/१, ६०/२/१ क्षेत्र ६०,०००-०० चौ.मी.
श्री.पृथ्वीराज रामराव आदिक

आदेश

श्री.पृथ्वीराज रामराव आदिक तर्फे कु.मु.श्री.राजीव संगतानी यांनी दि.१/१०/२००३ रोजी अर्ज करून, मौजे उंडरी, ता.हवेली येथील स.नं. ६०/१/१ क्षेत्र ३२०००-०० चौ.मी., स.नं. ६०/२/१ क्षेत्र २८०००-०० चौ.मी. असे एकूण ६०,०००-०० चौ.मी.क्षेत्रावर सुधारित रेखांकन व बांधकाम परवानगी मिळणेची विनंती केलेली आहे.

मौजे उंडरी, ता.हवेली स.नं.६०/१/१ क्षेत्र ३२०००-०० चौ.मी. व स.नं.६०/२/१ क्षेत्र २८०००-०० चौ.मी. असे एकूण ६००००-०० चौ.मी.हे श्री.पृथ्वीराज रामराव आदिक यांचे नावे असून, सदर क्षेत्रास या कार्यालयाकडील आदेश क्र.पमह / एनएसआर / ३३०/१९९६, दि.२/११/१९९६ अन्वये अकृषिक परवानगी तसेच क्रमांक पमह / एनएसआर / २६७/२००२, दि. ३१/३/२००३ अन्वये बांधकाम परवानगी दिलेली आहे. आता अर्जदार यांनी बांधकामात फेरबदल करून सुधारित आराखडे प्रस्तावित करून मंजूरीची विनंती केलेली आहे. सदर क्षेत्र महानगरपालिका हद्दीबाहेर असलेने अर्जदार यांनी प्रस्तावित केलेले आराखडे मा.सहा.संचालक, नगर रचना पुणे यांकडे छाननी साठी पाठविले असता, सहा संचालक नगर रचना यांनी त्यांचेकडील क्रमांक. रेखांकन / एनएबीपी / मौजे उंडरी (ता.हवेली) / स.नं.६०/१/१ व ६०/२/१ / ससंपु / २४६७, दि.२५/११/२००३ अन्वये छाननी करून, या क्षेत्रासाठी लागू असलेल्या प्रचलित नियमानुसार अर्जदार यांचे सुधारित रेखांकन व बांधकाम आराखडे मंजूर करणेची शिफारस केली आहे.

सहा.संचालक, नगर रचना पुणे यांनी केलेली शिफारस व या कार्यालयाने पूर्वी दिलेली अकृषिक व बांधकाम परवानगी यावरून, मी अपर जिल्हाधिकारी पुणे, महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम ४४ अन्वये प्राप्त झालेल्या अधिकारान्वये अर्जदार यांना मौजे उंडरी, ता.हवेली येथील स.नं. ६०/१/१ क्षेत्र ३२०००-०० चौ.मी. व स.नं.६०/२/१ क्षेत्र २८०००-०० चौ.मी. असे एकूण ६००००-०० चौ.मी. क्षेत्रास सुधारित रेखांकन व बांधकाम आराखड्यास खालील अटी व शर्तीवर परवानगी देत आहे.

१) रेखांकनातील भूखंड / इमारतीच्या निवासी तसेच प्रचलित नियमावलीतील निवासी विभागामध्ये अनुज्ञेय असलेल्या कारणांसाठीच वापरणे आवश्यक आहे. व सेवा सुविधा भूखंडातील इमारतीचा वापर शाळा व वसतीगृहासाठी करणे अर्जदारांवर बंधनकारक राहील.

२) येथे कोणतेही विकास कार्य सुरू करण्यापूर्वी हे रेखांकन जागेवर आखून भूमी अधिलेख खात्याकडून प्रमाणित करून घ्यावे लागेल. रेखांकन जागेवर आखलेवर कोणत्याही भूखंडाचे किमान क्षेत्रफळ नकाशावर दर्शविल्यापेक्षा कमी भरता कामा नये. तसेच रस्त्यांची रुंदी, सुविधा जागा व खुल्या जागेचे क्षेत्र मंजूर रेखांकनात दर्शविल्यापेक्षा कमी भरता उपयोगी नाही. यामध्ये काही फेरफार झाल्यास अभिन्यास पुन्हा मंजूर करून घ्यावा लागेल. अशा प्रमाणित रेखांकनाची प्रत मा.जिल्हाधिकारी व या कार्यालयाकडे सादर करून त्यात अंतिम मंजूरी घेतल्याशिवाय कोणतेही विकास करणेत येऊ नये.



- ३) रेखांकनातील रस्ते, गटारे, खुली जागा व सुविधा क्षेत्र इत्यादी अर्जदारांनी भूखंड वितरित करण्यापूर्वी जागेवर स्वखर्चाने व समाधानकारकरीत्या विकसित करणे आवश्यक आहे.
- ४) अभिन्यासातील रस्ते, सुविधा जागा, व खुली जागा याची देखभाल अर्जदारांनी करावयास हवी अथवा ते देखभाल करण्यासाठी सुयोग्य प्राधिकरणाच्या ताब्यात द्यावेत. या जागा व रस्ते सर्व जनतेच्या वापरासाठी खुले असतील तसेच रस्ते शेजारच्या जमीन मालकास वापरण्यास खुले ठेवले पाहिजेत.
- ५) स्थलदर्शक नकाशावर दर्शविल्याप्रमाणे नियोजित बांधकामापासून पुढील, मागील व बाजूची अंतरे प्रत्यक्षात जागेवर असली पाहिजेत व त्या खालील जागा कायम खुली ठेवावी.
- ६) नियोजित बांधकामाचे भूखंडातील अस्तित्वातील अन्य बांधकाम धरून एकूण क्षेत्र भूखंडाच्या निव्वळ क्षेत्राच्या नकाशावर दर्शविल्या इतके प्रत्यक्ष जागेवर कमाल राहिले पाहिजे.
- ७) नियोजित बांधकामातील मजल्यांची संख्या नकाशावर दर्शविल्यापेक्षा जास्त असू नये.
- ८) नियोजित इमारती आवश्यक असणा-या पाण्याची सोय व सांडपाण्याची व मैला निर्मलुनाची व्यवस्था नसल्यास प्रत्यक्ष वापरापूर्वी अर्जदाराने केली पाहिजे.
- ९) नियोजित बांधकामास मंजूरीपेक्षा वेगळे बदल करावयाचे असल्यास किंवा वापर बदलावयाचा असल्यास पूर्व परवानगी घेणे आवश्यक आहे.
- १०) जमीनीची मालकी, हद्दी, वहिवाट याबाबत काही वाद उत्पन्न झाल्यास त्यास अर्जदार जबाबदार राहतील.
- ११) प्रकाश व वायुविजन यासाठी ठेवलेल्या खिडक्याचे क्षेत्र हे त्या संबंधित खोलीच्या क्षेत्राच्या १/८ पेक्षा कमी असू नये.
- १२) नियोजित बांधकामामुळे भूखंडावर असलेल्या कोणाच्याही वहिवाटीचे हक्काचा भंग होणार नाही याची जबाबदारी अर्जदार/मालकाने घेतली पाहिजे.
- १३) या कार्यालयाने क्र.पमह/एनएसआर / २६७/२००३, दि.३१/३/२००३ अन्वये दिलेल्या बांधकाम परवानगीस नकाशापैकी रेखांकन व डी टाईपच्या इमारतीचे नकाशे रद्द करणेत येत आहे.
- १४) अर्जदारांनी सादर केलेली कोणतीही माहिती तसेच प्रतिज्ञापत्रात नमूद केलेली बाब अथवा कागदपत्रे ही चुकीची / दिशाभूल करणारी आढळल्यास प्रस्तुतची परवानगी रद्द समजणेत येईल.

प्रति,

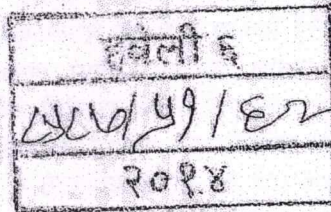
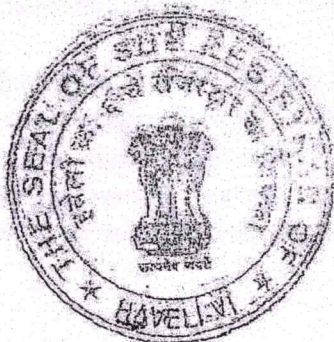
श्री.पृथ्वीराज रामराव आदिक
तर्फे कु.मु.श्री.राजीव संगतानी
रा.२अ, मोलेदिना रोड, पुणे-१



३.१०.२००४
०५/०३/२००४
अपर जिल्हाधिकारी पुणे.

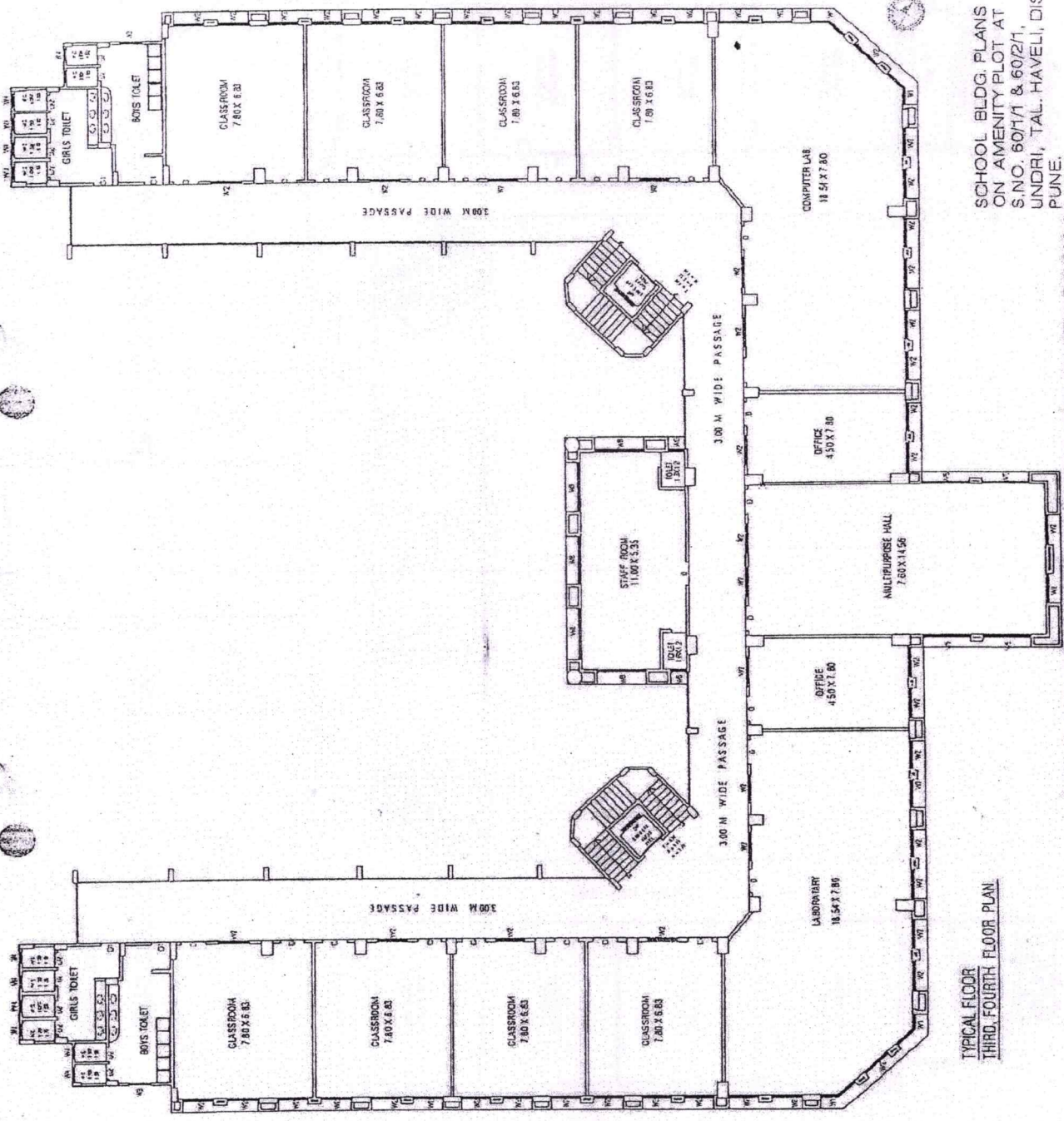
प्रत:-

- १) तहसिलदार, हवेली यांजकडे मूळ प्रकरणासह पुढील कार्यवाहीसाठी रवाना.
२) सहा.संचालक, नगर रचना, पुणे यांजकडे माहितीसाठी रवाना.



अपर जिल्हाधिकारी पुणे करिता.

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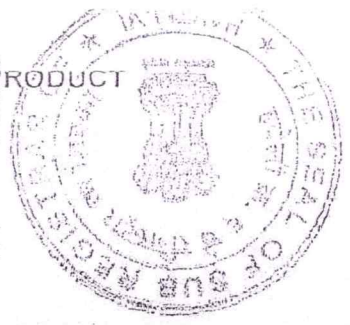


TYPICAL FLOOR
THIRD, FOURTH FLOOR PLAN

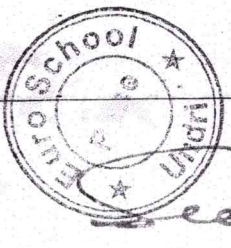
SCHOOL BLDG. PLANS
ON AMENITY PLOT AT
S.N.O. 60/1/1 & 60/2/1,
UNDRI, TAL. HAVELI, DIST.
PUNE.

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S. J. W.



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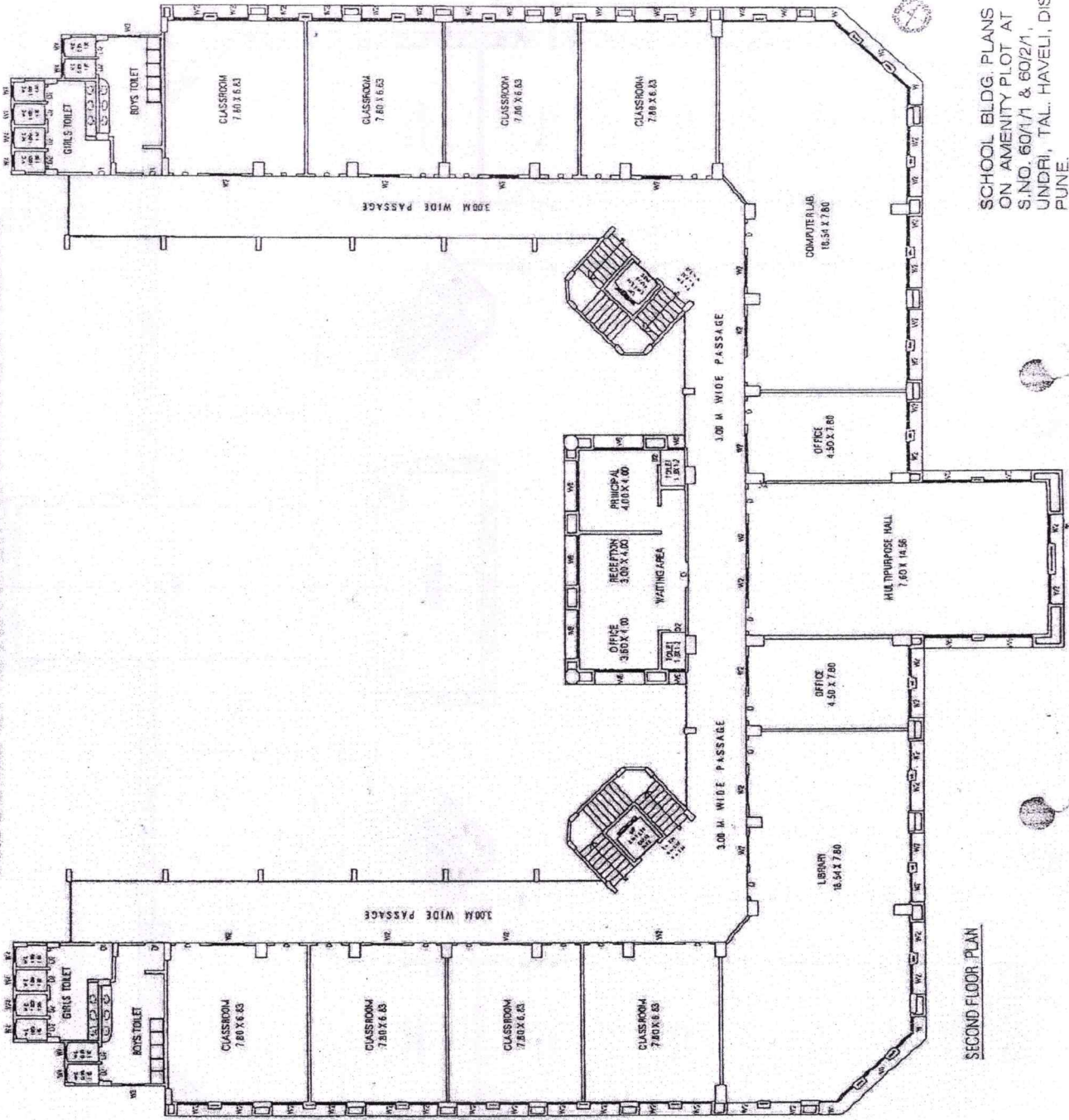


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PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

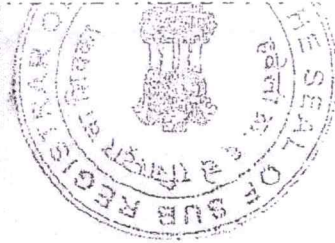
SCHOOL BLDG PLANS
ON AMENITY PLOT AT
S.NO. 60/1 & 60/2/1,
UNDRI, TAL. HAVELI, DIST.
PUNE.

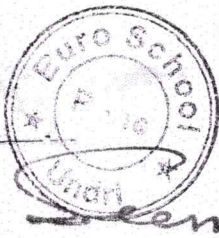
SECOND FLOOR PLAN



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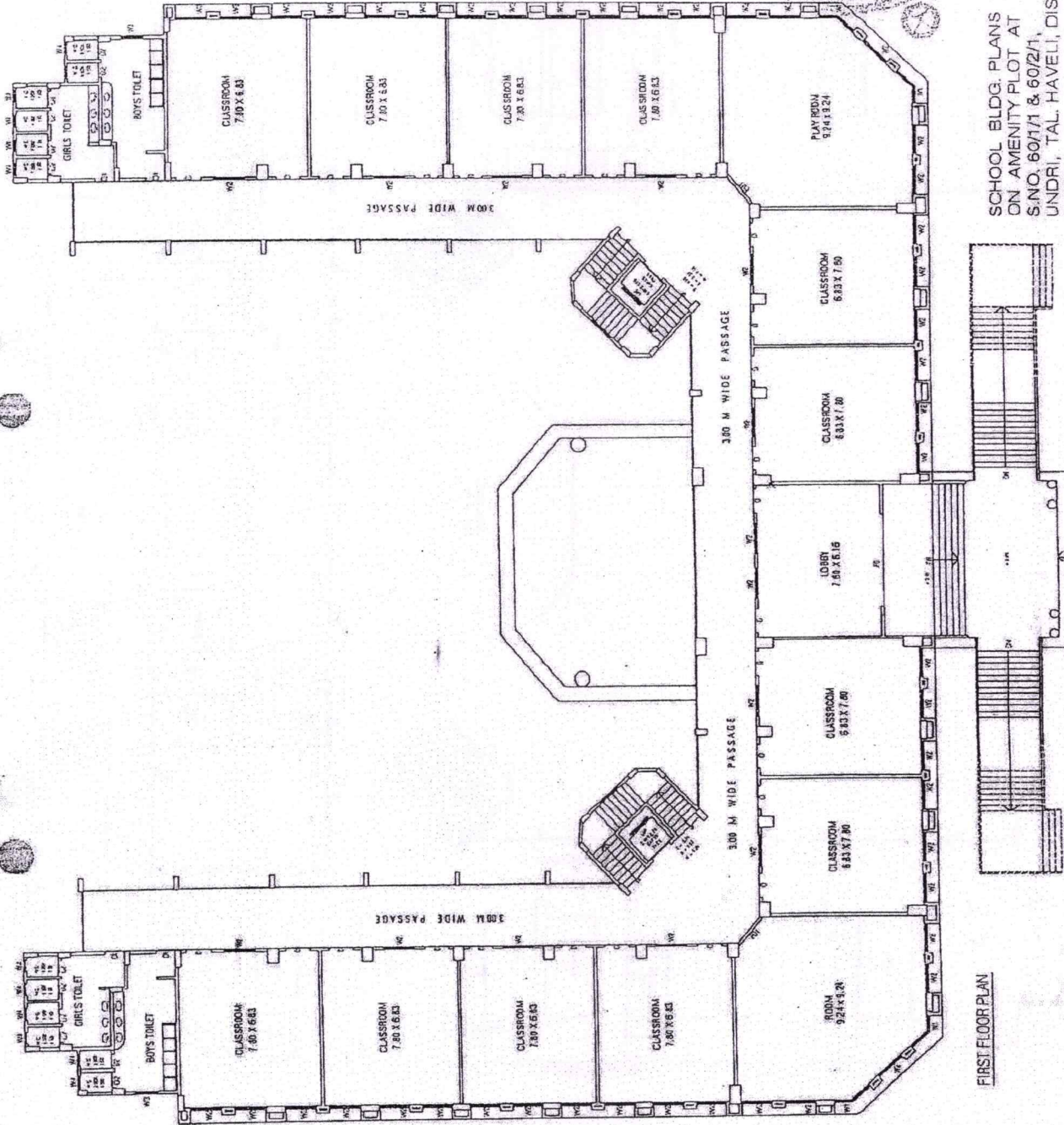
22/10/98/1/32
2008





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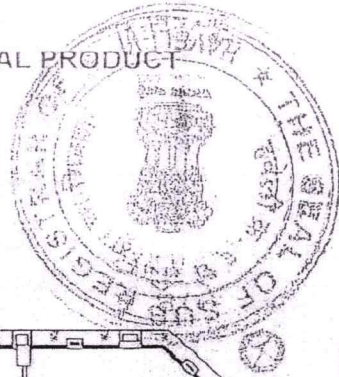
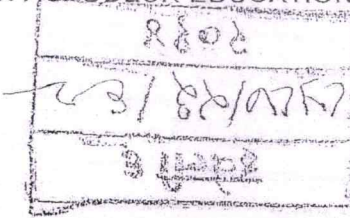


FIRST FLOOR PLAN

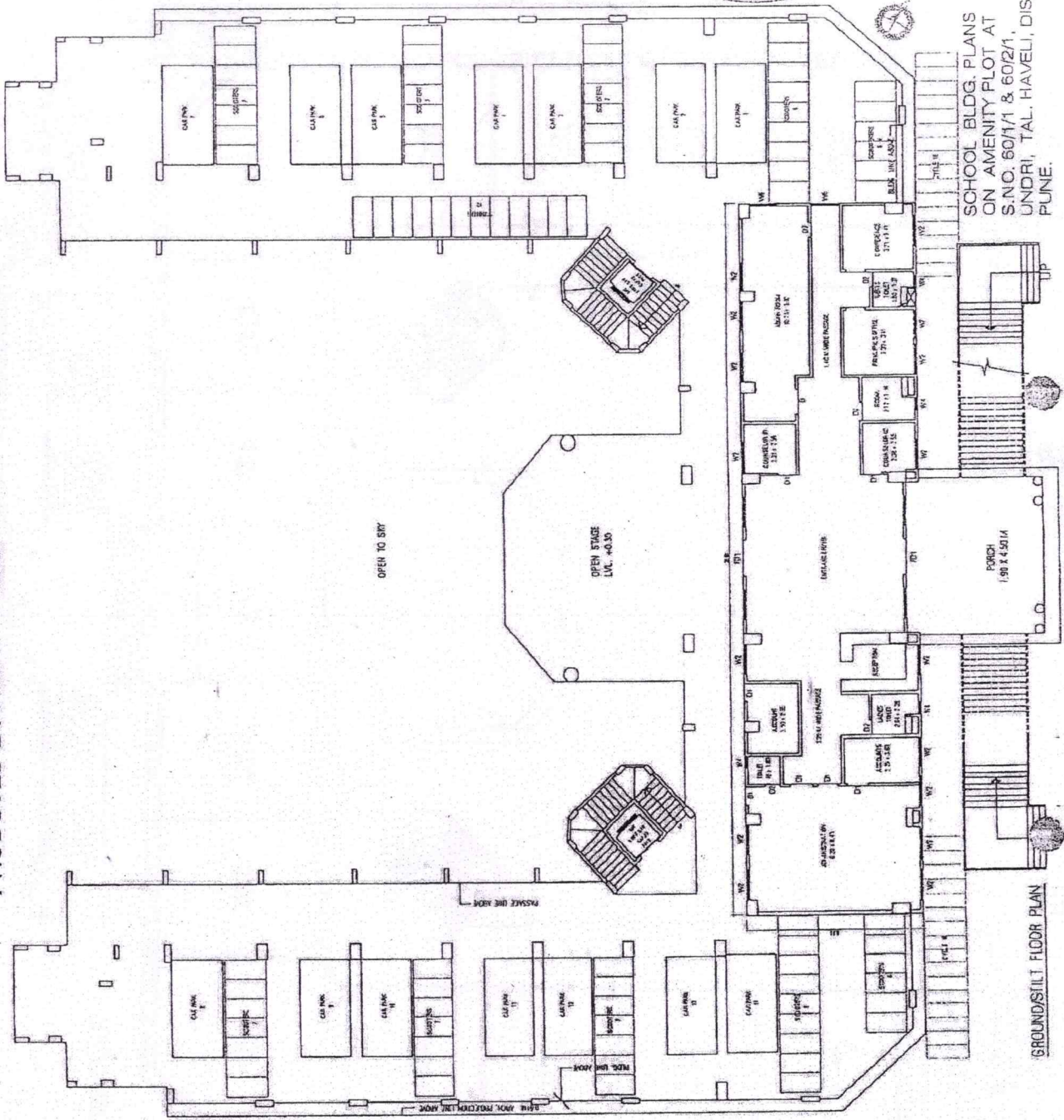
SCHOOL BLDG. PLANS
ON AMENITY PLOT AT
S.NO. 60/1/1 & 60/2/1,
UNDRI, TAL. HAVELI, DIST.
PUNE.

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT



PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT



GROUND FLOOR PLAN

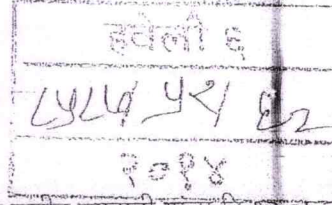
PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

SCHOOL BLDG. PLANS
ON AMENITY PLOT AT
S.NO. 60/1/1 & 60/2/1,
UNDRI, TAL. HAVELI, DIST.
PUNE.

2082
24/6/22
2082



PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT



वाचले १) श्री.पृथ्वीराज रामराव आदिक तर्फे कु.मु.श्री.राजीव ललीत संगतानी यांचा दि.१२.०६.२००६ रोजीचा अर्ज.

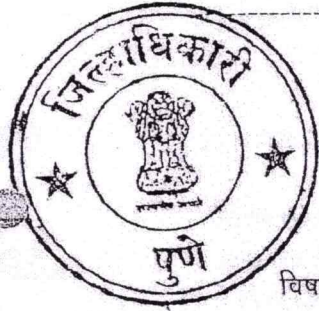
२) सहाय्यक संचालक, नगर रचना, पुणे यांचे कडील क्र.बीपी/मौजे उंडी /तालुका हवेली / स.नं. ६०/१/१, ६०/२/१/ससंपु/१३२२, दि.४/०५/२००७.

३) मा.आयुक्त, पुणे विभाग पुणे यांचेकडील परिपत्रक क्र.मह-२/जमीन/जनरल/आरआर/७७२/०३, दि.२२/९/२००३.

४) या कार्यालयाकडील आदेश क्र.पमह/एनएसआर/३३०/१९९६, दि.२/११/१९९६,

५) या कार्यालयाकडील आदेश क्र.पमह/एनएसआर/२६७/२००२, दि.३१/०३/२००२,

६) या कार्यालयाकडील आदेश क्र.पमह/एनएसआर/२४२/२००३, दि.५/०३/२००४



जिल्हाधिकारी कार्यालय पुणे

महसुल शाखा

क्र.पमह/एनएसआर/२४०/०६

पुणे - दिनांक ६/०६/२००७

विषय - निवासी वापरासाठी वाढीव बांधकाम परवानगी मिळणे बाबत.

मौजे उंडी, ता.हवेली येथील स.नं.६०/१/१, ६०/२/१ मधील ६०,००० चौ.मी. क्षेत्रावर निवासी वापरास वाढीव बांधकाम परवानगी मिळणे बाबत.

श्री.पृथ्वीराज रामराव आदिक तर्फे कु.मु.श्री.राजीव ललीत संगतानी

आदेश

श्री.पृथ्वीराज रामराव आदिक तर्फे कु.मु.श्री.राजीव ललीत संगतानी यांनी दिनांक १२/०६/२००६ रोजी या कार्यालयास अर्ज करून मौजे उंडी, ता.हवेली येथील स.नं.६०/१/१, ६०/२/१ मधील ६०,००० चौ.मी.क्षेत्रावर निवासी वापरासाठी वाढीव बांधकाम परवानगी मिळणे बाबत विनंती केलेली आहे.

मौजे उंडी, ता.हवेली येथील स.नं.६०/१/१, क्षेत्र, ३२००० चौ.मी., ६०/२/१ क्षेत्र २८००० चौ.मी. असे एकूण ६०,००० चौ.मी.क्षेत्र श्री.पृथ्वीराज रामराव आदिक यांनी धारण केलेले आहे. प्रस्तुत प्रकरणी या कार्यालयाकडील आदेश क्र.पमह/एनएसआर/३३०/१९९६, दि.२/११/१९९६ अन्वये सदर क्षेत्रावर अकृषिक परवानगी देणेत आलेली आहे. तसेच या कार्यालयाकडील आदेश क्र.पमह/एनएसआर/२६७/२००३, दि.३१/०३/२००३, तसेच या कार्यालयाकडील आदेश क्र.पमह/एनएसआर/२४२/२००३, दि.५/०३/२००४ अन्वये सुधारित रेखांकन व बांधकाम आराखड्यास परवानगी देणेत आलेली आहे. आता सदर क्षेत्रावर अर्जदार यांचे वतीने कु.मु. श्री.राजीव ललीत संगतानी यांनी निवासी वापराचे वाढीव बांधकाम आराखडे दाखल करून बांधकाम परवानगी मागितलेली आहे. सदर क्षेत्र महानगरपालिका हद्दीबाहेर असलेने अर्जदार यांनी प्रस्तावित केलेले आराखडे मा.सहाय्यक संचालक नगर रचना, पुणे ३० यांचेकडे छाननीसाठी पाठविण्यात आले होते. संचालक नगर रचना, पुणे ३० यांनी त्यांचेकडील क्र.बीपी/मौजे उंडी /तालुका हवेली/स.नं.६०/१/१, ६०/२/१/ ससंपु/ १३२२, दि.४/०५/२००७ अन्वये छाननी करून प्रादेशिक योजनेतील तरतुदी नुसार अर्जदार यांचा वापर अनुज्ञेय असलेने मंजूरीची शिफारस केलेली आहे.



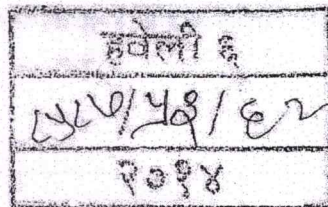
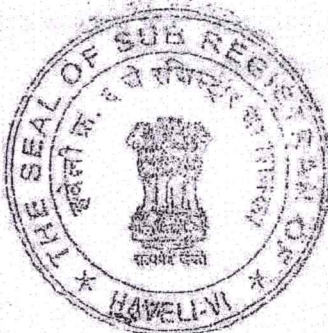
मा.विभागीय आयुक्त,पुणे यांचेकडील परिपत्रक क्र.मह-२/जमीन/जनरल/ आरआर /७७२ /
/०३, दि. २२/९/२००३मधील तरतुदीनुसार विहित केलेल्या नमुन्यात अर्जदार यांनी प्रतिज्ञापत्र व क्षतीपत्र
दाखल केले आहे.सदर प्रतिज्ञापत्रात नमुद केले आहे की,सदर जमीनीचे बाबत पुढील नमुद असलेल्या
कोणत्याही कायद्याच्या तरतुदीचा भंग झालेला नाही.

- १)मुंबई कुळ वहिवाट व शेत जमीन अधिनियम १९४८.,
- २)महाराष्ट्र जमीन महसुल अधिनियम १९६६,
- ३)महाराष्ट्र शेत जमीन ,जमीन धारणा कमाल मर्यादा अधिनियम १९७६
- ४)इनाम जमीनी खालसा करण्यासाठीचे निर्गमित केलेले विविध कायदे.,
- ५)मुंबई तुकडे पाडण्यास प्रतिबंध करणे व जमीन एकत्रीकरण करणे अधिनियम १९४७.,
- ६)महाराष्ट्र अनुसूचित जमातीच्या जमीनी प्रत्यापित करणे अधिनियम १९७४.,
- ७)महाराष्ट्र खाजगी वने भुसंपादन अधिनियम १९७५,
- ८)नागरी जमीन कमाल धारणा अधिनियम १९७६
- ९) महाराष्ट्र प्रकल्पाबाधित व्यक्तींचे पुनर्वसन अधिनियम १९८६

उक्त नमुद कायद्यातील तरतुदीचा भंग होत नसलेचे तसेच सदर जमीन भोगवटादार वर्ग-२
पैकी नसलेचे, प्रतिज्ञापत्रात नमुद केलेले आहे.

सबब अर्जदार यांची विनंती व सहा.संचालक ,नगर रचना,पुणे यांनी केलेली शिफारस याचा
विचार करुन मी जिल्हाधिकारी पुणे ,महाराष्ट्र जमीन महसुल अधिनियम १९६६चे कलम ४४ अन्वये प्राप्त
झालेल्या अधिकारान्वये श्री.पृथ्वीराज रामराव आदिक, यांना मौजे उंड्री,ता.हवेली येथील स.नं.६०/१/१ ,
क्षेत्र ३२०००चौ.मी.,६०/२/१,२८०००चौ.मी.असे एकुण ६०,०००चौ.मी.क्षेत्रापैकी (रस्त्याखालील २६१२
चौ.मी.क्षेत्र वगळुन) उर्वरित ५७३८८चौ.मी.क्षेत्रावर वाढीव बांधकाम परवानगी खालील अटी व शर्तीवर
देत आहे.

- १) वरील जागेचा व नियोजित इमारतीचा वापर फक्त रहिवास वापरासाठी करण्यात
याबा.बांधकाम मंजूर नकाशाप्रमाणे असावे.
- २) स्थळदर्शक नकाशावर दर्शविल्याप्रमाणे नियोजित बांधकामापासून पुढील मागील व बाजूची
अंतरे प्रत्यक्षात जागेवर असली पाहिजेत व त्या खालील जागा कायम खुली ठेवावी
- ३) नियोजित बांधकामाचे भूखंडातील अस्तित्वातील अन्य बांधकाम धरुन एकूण क्षेत्र भूखंडाच्या
निव्वळ क्षेत्राच्या ७५ % इतके प्रत्यक्ष जागेवर कमाल राहिले पाहिजे.
- ४) नियोजित बांधकामातील मजल्यांची संख्या नकाशावर दर्शविल्यापेक्षा जास्त असू नये.
- ५) नियोजित इमारतीसाठी आवश्यक असणाऱ्या पाणी पुरवठा व सांडपाणी निचरा व मैला
निर्मूलनाची व्यवस्था नसल्यास प्रत्यक्ष वापरापुर्वी अर्जदारांने केली पाहिजे.
- ६) जमीनीची मालकी, हद्दी, वहिवाट इत्यादी बाबत काही चाद उत्पन्न झाल्यास त्यास अर्जदार
जबाबदार राहतील.
- ७) नियोजित बांधकामात मंजूरीपेक्षा वेगळे बदल करावयाचे असल्यास किंवा वापर बदलावयाचा
असल्यास पुर्व परवानगी घेणे आवश्यक आहे.
- ८) नियोजित बांधकामामुळे भूखंडावर असलेल्या कोणाच्याही वहिवाटीचे हक्काचा भंग होणार नाही
याची जबाबदारी अर्जदार /मालकाने घेतली पाहिजे.



- ९) बांधकाम पुर्ण झालेनंतर सहाय्यक संचालक, नगर रचना यांचे तपासणी अंती पुर्णत्वाचा दाखला घेणे अर्जदार यांचेवर बंधनकारक राहिल.
- १०) या कार्यालयाकडील अकृषिक आदेश क्र.पमह/एनएसआर/३३०/१९९६, दि.२/११/१९९६, आदेश क्र.पमह/एनएसआर/२६७/२००३, दि.३१/०३/२००३, तसेच आदेश क्र.पमह/एनएसआर/२४२/२००३, दि.५/०३/२००४ अन्वये मंजूर आराखडे रच करणेत येत आहे. तथापी सदर आदेशातील अटी व शर्ती अर्जदार यांचेवर बंधनकारक राहतील.
- ११) अर्जदारांनी सादर केलेली कोणतीही माहिती तसेच बांधकाम नकाशात नमूद केलेली बाब चुकीची / दिशाभूल करणारी आढळल्यास तसेच उक्त नमूद अटी पैकी एक किंवा अनेक अटीचा भंग झालेस प्रस्तुतची परवानगी रद्द समजणेत येईल.



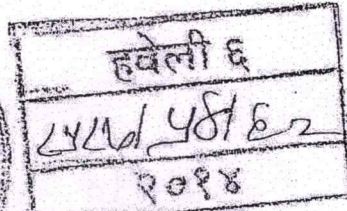
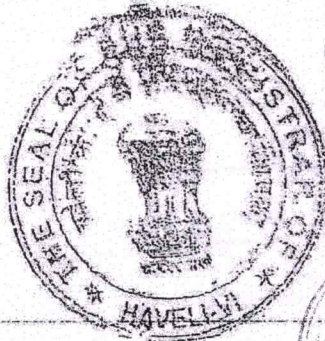
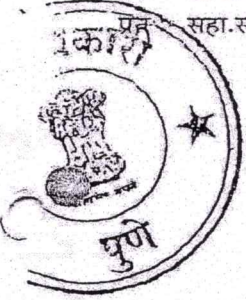
जिल्हाधिकारी पुणे.

प्रति,

श्री.पृथ्वीराज रामराव आदिक
तर्फे कु.मु.श्री.राजीव ललीत संगतानी
रा.अतुर चेबर्स, २अ, मेदोलिना रोड, पुणे-१.

प्रत :- तहसिलदार हवेली यांचेकडे माहितीसाठी व पुढील योग्य त्या कार्यवाहीसाठी रवाना.
सहा.संचालक, नगररचना पुणे यांचेकडे माहितीसाठी रवाना.

जिल्हाधिकारी पुणे करिता.





Date: August 12, 2014

Letter of Authority

We hereby authorize Mr. Govindrajan Jaganathan residing at E-3 Saraswati LIC Colony, Jeevan Laxmi CHS, Dr. R P Road, Mulund 400080 Maharashtra to sign and carry out any corrections, amendments, changes, additions, alterations, deletions and such other agreements, letters or any other related documents required in connection to procuring land and building on lease in Undri situated at Survey Number 60/1/1 & 60/2/1, Village - Undri, Taluka - Haveli, District - Pune 411060 such as executing Lease Agreement, registration of agreement etc., with local authorities under State regulations and Rules made thereunder, including but not limited to signing various correspondence, signing and filing various documents, appearing before the various local authorities on behalf of the Trust and generally attending to various matters connected with in this matter as the authorized signatory of the Trust.

The said letter of authority can be revoked any time on the discretion of the management or stands revoked on the resignation of the said authorized signatory whichever is earlier.

We agree to ratify and confirm all his acts and deeds in respect of the aforesaid.

The specimen signature of Mr. Govindrajan Jaganathan is as below:

For EuroSchool Education Trust

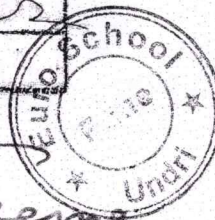
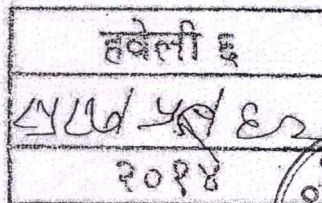
Prajodh Rajan
Trustee

Witness:

Name: KHYATI WYAS

Designation: *

EuroSchool Education Trust
Dani Corporate Park,
158, Vidyanagari Marg, Kalina,
Santacruz (East), Mumbai - 400 098





DL No. MH12 20040518849
Valid Till : 30-09-2015 (NT)

DOI : 11-01-1985
30-09-2013 (TR)
DLR 15-10-2010

FORM 7
RULE 16 (2)



AUTHORISATION TO DRIVE FOLLOWING CLASS
OF VEHICLES THROUGHOUT INDIA

COV DOI
LMV-TR 11-01-1985
MCWG 04-11-1997
TRANS 11-01-1986



DOB : 08-06-1960 BG :

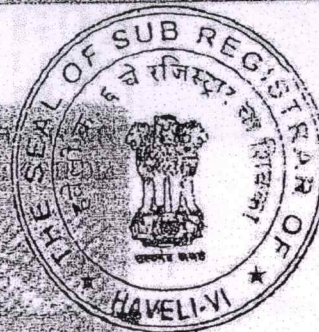
Name JAGANNATH KADAM
S/D/W of NIVRUTTI
Add : S NO 56/14 AZAD NAGAR
WAHAWARI
PUNE

PIN : 411022
Signature & ID of
Issuing Authority: MH12 2010304

Signature/Thumb
Impression of Holder



आयकर विभाग
INCOME TAX DEPARTMENT
EURO SCHOOL EDUCATION TRUST



हवेली द.
27/08/2002
२०१४

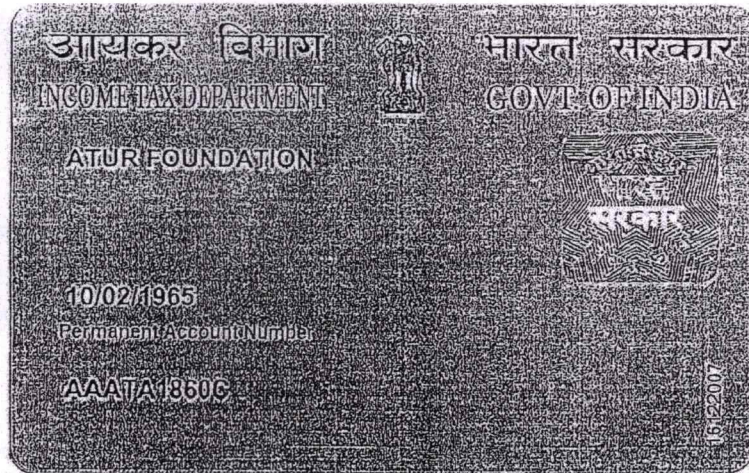
04/02/2009

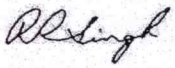
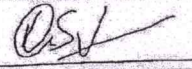
Permanent Account Number

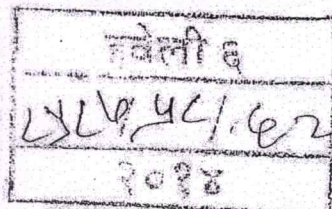
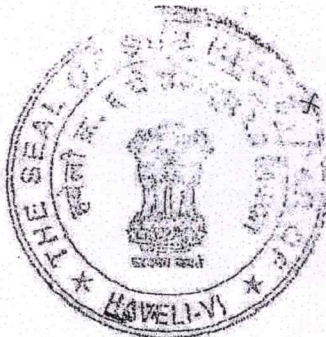
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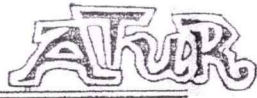
Form no. 7 [See Rule 16 (2)] MAHARASHTRA STATE
Driving Licence No. : MH12/02/271043
Name & Address : VINAYAK PAWAR
SR. NO. 282, LAXMI COLONY,
VITTHALNAGAR, HADAPSAR,
PUNE Pin : 411028
Son/Wife/Daughter of
VASANTRAO
is licensed to drive, throughout India, vehicle of the following description:
M. Cy.
Validity for Non-Transport Vehicle
From 08-08-2002 To 15-11-2020
Validity for Transport Vehicle
From To
Signature of the licence holder





स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER	AAFPS7570N
नाम / NAME	RAJIV LALIT SANGTANI
पिता का नाम / FATHER'S NAME	LALIT ATUR SANGTANI
जन्म तिथि / DATE OF BIRTH	16-02-1976
हस्ताक्षर / SIGNATURE	
	आयकर निदेशक (पद्धति) DIRECTOR OF INCOME TAX (SYSTEMS)





FOUNDATION

(Registered No. E. 338 Dt. 24th February 1965)

Mg. Trustee
LALIT SANGTANI
Tel : 26 12 85 60

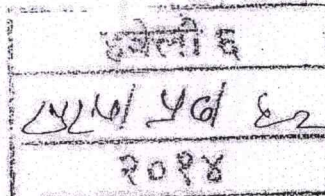
ATUR FOUNDATION HOUSE
4, Dr. Ambedkar Road,
PUNE 411 001.

EXTRACT OF THE RESOLUTION PASSED IN THE MEETING OF THE
TRUSTEES OF ATUR FOUNDATION HELD AT ATUR FOUNDATION HOUSE, 4
DR. AMBEDKAR ROAD, PUNE - 1 ON SATURDAY, THE 16TH DAY OF AUGUST,
2014 AT 4.30 P.M.

"RESOLVED THAT Mr. Rajiv Lalit Sangtani, Trustee of the Trust be and is hereby authorized to execute the Lease Deed of the land and building mentioned therein with the terms and conditions, situated at Survey No. 60/1/1 and 60/2/1 at Village - Undri, Taluka Haveli, District Pune, on behalf of the Trust with Euro School Education Trust, Mumbai and to present the said lease deed for registration in the office of Sub-Registrar / Registrar of Assurances and to appear before him and to admit the execution of the same in the name of the Trust and to take the necessary steps for the registration of the said Lease Deed."

TRUE COPY
FOR ATUR FOUNDATION

MR. RAJIV LALIT SANGTANI





26/08/2014 3 03:02 PM

दस्त गोपवारा भाग-2

हवल6

दस्त क्रमांक:8587/2014

दस्त क्रमांक :हवल6/8587/2014

दस्ताचा प्रकार :- भाडेपट्टा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:अतुर फाउंडेशन तर्फे श्री राजीव ललित संगतानी पत्ता:फ्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. ४, डॉ. आवेडकर रोड, पुणे, रोड नं. -, पिन नंबर:AAATA1860C	मालक वय :-37 स्वाक्षरी:		
2	नाव:पुरो स्कूल एज्युकेशन ट्रस्ट तर्फे श्री गोविंदराजन - जगन्नाथन पत्ता:फ्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, ब्लॉक नं: दानी कोपॅरिट पार्क, १५८, विद्यानगरी मार्ग, कानिना सांताक्रूझ पूर्व मुंबई, रोड नं. -, पिन नंबर:AAATE3291K	भाडेकरू वय :-40 स्वाक्षरी:		

वरील दस्तऐवज करून देणार तथाकथीत भाडेपट्टा चा दस्त ऐवज करून दिल्याचे कवुल करतात.
शिक्का क्र.3 ची वेळ:26 / 08 / 2014 02 : 56 : 28 PM

ओळख:-

मदर इयम दुय्यम निबंधक यांच्या ओळखीचे अमुन दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:अॅड.अशपाक एस पटाण वय:32 पत्ता:कुंजीरवाडी पुणे पिन कोड:412201		

प्रमाणित करण्यात येते की,

सदर दस्तास एज्युकेशन पाने आहेत

पहिले नंबरचे पुस्तकाचे

नंबर नोंदविला.

शिक्का क्र.4 ची वेळ:26 / 08 / 2014 02 : 56 : 50 PM

मह दुय्यम निबंधक, हवेली-6

EPayment Details.

डु. नि. हवेली क्र.६, पुणे

मह दुय्यम निबंधक हवेली - ६
दिनांक २६/८/२०१४

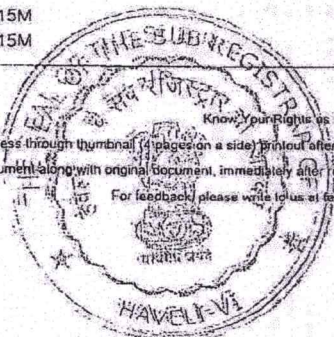
Sr.	Epayment Number	Defacement Number
1	MH002461734201415M	0001518174201415
2	MH002462093201415M	0001518173201415

8587 /2014

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2. Get print and mini-CD of scanned document along with original document, immediately after registration.

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