





#### CHALLAN MTR Form Number-6



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			Full Name		DAYANAND FOUNDATION		
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## LEASE DEED

THIS LEASE DEED is made at VADGAON, Taluka-Maval, District-Pune on this 31st Day of the month JULY in the year 2018.

#### BETWEEN

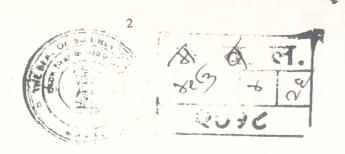
- 1] MR. KAPOOR SINGH DAYANAND KHATRI, Age 51 years, Occupation: Agriculturist & Business, PAN- ALNPK5863H, resident at: Sector 26, Plot No.2, Adarsh Co-operative Housing Society Ltd., New Shubham Park, Nigadi, Pune 411044.
- 2] MR. ANKUR DHARAMVIR DHILLON, Age 38 years, Occupation: Agriculturist & Business, PAN- ACTPD6953A, resident at: House No. 109, Amravati Enclave, Panchkula, Chandi Mandir Cantt., Haryana-134107.

Hereinaster reserved to as "THE LESSOR" (which in term and expression shall wherever the context so required be deemed to include their heirs, nominees, administrators, legal representatives and assigns) of the ONE PART,

AND

DAYANAND FOUNDATION a Classicale Trust incorporated under Sec. 18 of Bombay Public Trust Act 1950 having its Registered Office situated at - G wing, 5th Floor, Flat No. 501, Survey No. 136/1A/2P+136, 5A+5B, 137/3A+3B+137/4, Marvel, Hadapsar, Pune 411028. through its authorized representative and Secretary MR. SAHIL KAPOOR SINGH KHATRI, Age 25 years, Occupation: Agriculturist & Business, hereinafter referred as "THE LESSEE" (which expression shall mean and include the male and/or female gender and also mean and include singular or plural person as the case may be, and unless it be repugnant to the context or meaning

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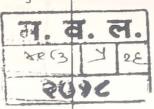
thereof be deemed to mean and include in case of a trust its trustee, successors and permitted assigns, and in all cases all person claiming by under or through such LESSEE including his/her/their/its trustee, successors-in-interest only) of the OTHER PART.

WHEREAS all that piece and parcel of land and ground having area admeasuring 00 Hector 40 Are out of land Gut No. 191 (Part Gut No. 191/2) having total area admeasuring 02 Hector 60 Are, assessed at Rs. 03=26 Paisa, lying and situated at village Algaon, Taluka Maval, District Pune, within the limits of Registration Taluka Maval, District Pune is owned and possessed by MR. KAFOOR SINGH DAYANAND KHATRI i.e. the LESFOR No. 1 herein, and his name is recorded in the record of rights as an owner and occupant.

AND WHEREAS all that piece and parcel of land and ground having area admeasuring 00 Hector 80 Are out of land Gut No. 191 (Part Gut No. 191/3) having total area admeasuring 02 Hector 60 Are, assessed at Rs. ()3=26 Paisa, lying and situated at village NAIGAON, Taluka Maval, District Pune, within the limits of Grampanchayat NAIGAON, and in the Registration District Pune and Sub-Registration Taluka Maval, District Pune is owned and possessed by MR. KAPOOR SINGH DAYANAND KHATRI i.e. the LESSOR No. 1 and MR. ANKUR DHARAMVIR DHILLON i.e. the LESSOR No. 2 herein, and their names are recorded in the record of rights as an owner and occupant.

AND WHEREAS the LESSEE being in need for a premises for educational activities including construction of school and have requested the LESSCR to grant permission to use an area





admeasuring 01 Hectare 20 Arc out of land GUT NO. 191 (Part Gut No. 191/2 & 191/3) thereof (hereinafter referred to as "THE SAID PREMISES") for educational use as mentioned hereinabove and to allow LESSEE to occupy the said premises for a period of 360 MONTHS effective from 31/07/2018 to 30/07/2048 or such extended period as may be mutually agreed between the parties inter-se.

AND WHEREAS the LESSOR have accepted the request of LESSEE and has agreed to grant Leave and License to the LESSEE to use the said premises only for the purpose of mention hereinafter for a continuous period of 360 MONTHS and upon the terms and conditions hereinafter contained.

AND WHEREAS on the terms and conditions hereinafter mentioned, both the parties agreed to execute the present Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE FARTIES HERETO AS FOLLOWS:

- The LESSOR hereby grants unto the LESSEE its permission and License to use for 360 months commencing from 31/07/2018 to 30/07/2048 the said premises and for such further period as may be extended mutually.
- 2. The LESSEE shall pay to the LESSOR a sum of Rs. 3,00,000/- (Rupees Three Lac only) for the said premises as a rent per month exclusive of G.S.T. and subject to TDS and other statutory taxes, in advance on or before the 10th of each English calendar month commencing from 11/06/2018 which shall be in consideration of the LESSEE using the said premises and that permission to use the said premises is





hereby granted to the LESSEE. The LESSEE shall remit the payment of License Fee by means of RTGS or any other suitable mode which can be mutually decided.

- 3. The LESSEE and the LESSOR agree that there shall be an escalation of 5% after the expiry of each year exclusive of G.S.T. and subject to TDS and other statutory taxes on the last rent paid by the LESSEE. The other terms & conditions of the Agreement will remain the same.
  - Whereas the LESSEE undertakes to pay all other statutory taxes including all levies, property tax, cess, charges and all outgoings present and future, with respect to the said premises during the tenure of this agreement and shall indemnify the LESSEE from any claim, loss and liability arising out of the non payment or delayed payment of such dues. It is hereby understood between the parties that the LESSOR shall bill the LESSEE for rent plus G.S.T., and rent plus the G.S.T. shall be paid by the LESSEE. The LESSOR shall every month on payment of G.S.T., to the Government, sent to the LESSEE a copy of proof of such payment.
  - 5. All costs including deposits for obtaining the telephone and Internet connection shall be borne by the LESSEE and the LESSOR shall co-operate for making necessary applications to the competent authorities. On expiry of Agreement or carlier termination if the LESSOR wishes to continue with the connections, the LESSOR shall pay the deposit money to the LESSEE, for the deposits taken by the LESSEE and the LESSEE shall handover deposit receipts endorsed in favor of the LESSOR.
  - The LESSEE shall obtain the electricity connection as to suit its requirements and before handing over the possession to



the LESSOR, the LESSEE will clear all his dues of Electricity consumed and that the LESSEE shall produce the last paid bill to the LESSOR. In case LESSOR continues with the meter at the time of vacating the premises, then the LESSOR shall reimburse the deposit, if any paid to the concerned authority so as to transfer the meter in the name of the LESSOR and carry out such documentation as required.

- 7. The LESSEE shall erect water line from adjacent river/well/Grampanchayat water connection as to suit its requirements. In case LESSOR continues with the water line at the time of vacating the premises, then the LESSOR shall reimburse the charges, if any, raid to the concerned authority so as to transfer the user in the name of the LESSOR and carry out such documentation as required.
- 8. If there is any permission required for carrying out the LESSEE's business activities, the LESSEE shall obtain the same from the required competent authorities and the expenses for the same shall be borne by the LESSEE. The LESSOR hereby agrees to support the LESSEE for obtaining all the required permissions/Licenses
- The stamp duty and registration charges for registering the Agreement shall be borne by the LESSEE only.
- 10. The LESSOR or LESSEE shall not terminate the Agreement for a period of One Hundred and Twenty (120) months from the date of its commencement. In case the LESSEE wishes to terminate the Agreement, the LESSEE shall give a notice of three month to the LESSOR from the date it desires to terminate the Agreement prior to the expiry of the term of the Agreement.





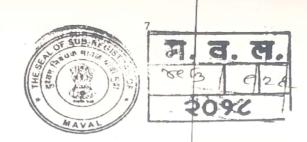
## 11. The LESSEE here by covenants with the LESSOR:

- (a) The LESSEE shall duly and punctually pay Electric charges every month on actual consumption basis from the date of occupation of the premises.
- (b) To quit, remove themselves, their servants, representatives, employees or any other person claiming to be in their service and their belongings from the said premises after expiry of this Agreement, or upon the earlier termination / determination of the agreement along with their furniture, fixtures and fittings therein in proper condition, normal wear and tear expected.

Not to use the said premises for any illegal, immoral or improper purpose, not to cause, permit or suffer in any part thereon anything which may become a nuisance or annoyance, or cause damage to the LESSOR's premises (except normal wear and tear) The LESSEE shall not cause any nuisance or annoyance to the neighbors.

- (d) To make any change, alteration or addition in or to the said premises as may be required by the LESSEE within the permissible limits and as per the statutory laws and with the written permission of the LESSOR. If on account of any alteration, change, addition to the said premises, any taxes are to be borne, the same shall be borne by the LESSEE.
- (e) Not to claim any rights of any kind in any manner whatsoever as regards the title of the said premises or

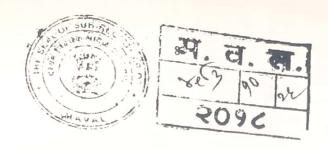




any part thereof save and except to use the same as a bare LICENSE.

- (f) The LESSEE shall use the said premises for carrying out construction of building for their educational activities.
- (g) The LESSEE shall abide by the rules and regulations of Municipal Corporation, Grampanchayat, Government Authorities as may be applicable from time to time and any other law for the time being in force which includes its terms and conditions thereof under which the said premises is held by the LESSOR.
- (h) The LESSEE shall carry out necessary plot plantation as may be required in accordance with the rules and regulations of the statutes.
- 12. The LESSEE shall not be entitled to give the benefit thereof to any other person by Transfer, Assignment, Mortgage and Sublease or by any other rights or interest.
- 13. It is hereby expressly agreed and declared that neither this agreement nor anything contained herein shall be deemed to create any right, interest or estate in favour of the LESSEE in the said premises either as tenant or otherwise it being the express intention of the parties that the relationship between the LESSOR and the LESSEE shall always be that of the LESSOR and the LESSEE and not that of a landlord and tenant.
- 14. WHEREAS the LESSEE shall enjoy peaceful possession of the said premises during the period of this Agreement.





- 15. In case, during the term of this Agreement, MIDC or any other Government authorities acquire the said land under any statute, the said agreement will automatically comes to an end.
- 16. WHEREAS the LESSEE shall be allowed to carry out its educational activities and shall be allowed to display its name, sign board and other sales hoardings as may be required. Taxes levied by any statutory authorities on the display of hoardings shall be payable by the LESSEE.
  - WHEREAS the LESSOR shall not be responsible for any damage / loss caused through theft, pilferage, fire, riots, natural calamities or in any other manner whatsoever caused or occurred to the LESSEE's goods, material stored in the said premises nor shall the LESSOR be liable for any injuries / harm caused to workers / employees who are direct employees of the LESSEE. The LESSEE shall make arrangements to insure his employees if necessary. However the LESSOR shall insure the said premises on its own and the LESSEE is not responsible for damage caused to the said premises due to any natural calamities, act of state, terrorism, riot and fire except when such fire may have been caused due to the negligence of the LESSEE or his employees.
- 18. WHEREAS the LESSEE shall insure the contents of furniture and other accessories stored in the premises.
- 19. It is hereby agreed between the parties hereto that for all times during the period this agreement is in force, the LESSOR shall continue to be the Owner and the LESSEE who shall use and continue to occupy the said premises as a LESSEE only along with the articles, fittings, fixtures and



things lying and being therein shall not claim any interest in the said premises as tenant or sub-tenant or any other manner whatsoever.

- 20. That the LESSEE continues to pay the rent without any default, the LESSOR shall not terminate the agreement during the entire tenure of the agreement.
- 21. On expiry / premature termination of agreement, the LESSEE shall be allowed to remove all its furniture and fittings to bring the premises to its original status subject to normal wear and tear.
- 22. If the LESSEE fails to pay the said monthly rent for a period of 3 consecutive months to the LESSOR on its due date or thereafter whenever demanded, the LESSOR will have a right to terminate the said agreement with a prior notice of 7 days in writing to the LESSEE. If the LESSEE corrects the default by paying the rent this Agreement shall continue.
- 23. The LESSOR shall ensure that the LESSEE shall have a free passage for its personnel, customers and third party visitors to visit the premises.
- 24. Any Notice required to be given shall be in writing and shall be deemed to be given and made when delivered to the party which it is required to be given or made at such party's address as shown herein above or as subsequently modified by notice in writing to the other party.
- 25. Any dispute or question which may arise during the period of this agreement is in force or thereafter in connection with any matter between the parties interest, in connection with these presents, shall be governed by the provisions of the





Arbitration Act for the time being in force in India and its award shall be binding on the parties to this dispute.

- 26. That in case of dispute, the matter shall be referred to Pune Court.
- 27. The LESSOR can sell the said premises with lease hold right alongwith consent of LESSEE.
- 28. The LESSOR and LESSEE agrees upon the revision of rent of the said premises depending upon the market value for a time being after every three (3) years from the commencement of this Agreement.

The LESSOR gives rent free period of first 08 (eight) months of this premises to the LESSEE from commencement of this Agreement.

### SCHEDULE

All that piece and parcel of land and ground having area admeasuring 01 Hectare 20 Are out of land Gut No. 191 (Part Gut No. 191/2 & 191/3) having total area admeasuring 02 Hector 60 Are, assessed at Rs. (13=26 Paisa, lying and situated at village NAIGAON, Taluka Maval, District Pune, within the limits of Grampanchayat NAIGAON, and in the Registration District Pune and Sub-Registration Taluka Maval, District Pune and bounded is as follows:-

On or towards East : By Gut No. 116, 118, 119;

On or towards South : By Gut No. 120; On or towards West : By Gut No. 121, 122;

On or towards North : By remaining portion of land Gut

No. 191 (191/3).



IN WITNESS WHEREOF the parties to the Agreement have signed this Agreement on the date first above mentioned. A true copy thereof signed by both parties has been delivered to the LESSEE.

C.		THE LESSEE		
Sr. No.	Name	7	Thumb	Pion
I i	DAYANAND FOUNDATION through its authorized representative and Secretary MR. SAHIL KAPOOR SINGH KHATRI			Sign

		THE LESSOR		
Sr. No.	Name	Photo	Thumb	Sign
1)	MR. KAPOOR SINGH DAYANAND KHATRI			Happy .
2]	MR. ANKUR DHARAMVIR DHILLON			Andrey

Name: 5 -t. Parkerd Address: Veedy up N

2] Name:

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गाव नमुना सात

अधिकार अभिलेख पत्रक

( महाराष्ट्र अमीन महसूल अधिकार अभिलेख आणि **नोंदवह्या** ( तयार करणे व सुस्थितीत । वर्णे ) नियम, १९७९ यातील नियम ३, ५, ६ आणि ७ )

गाव :- नायगांव

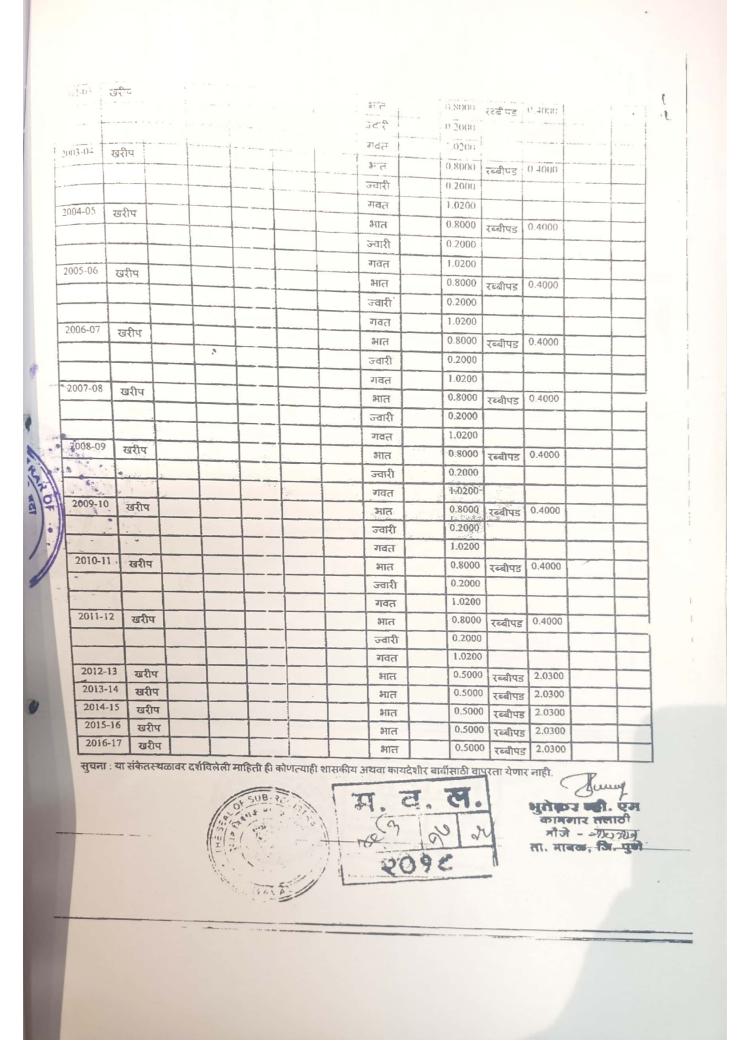
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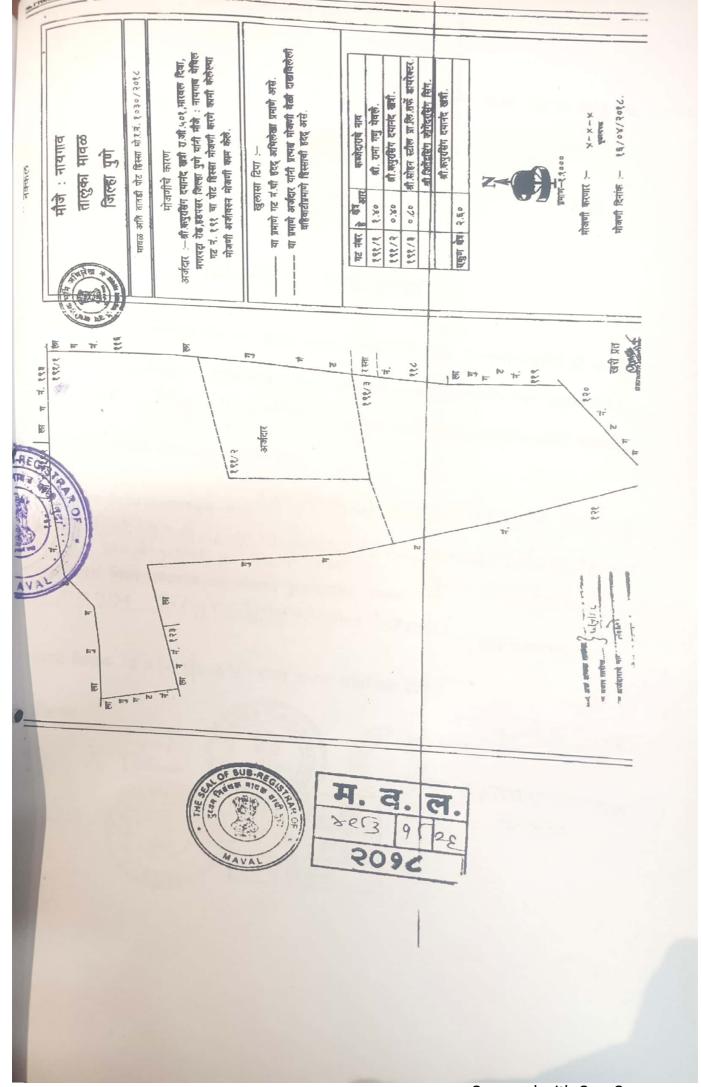
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भहवाल दिनांक:- 03-10-2017

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	(1),(508),(615),(821),(875)	5),(1042),(1324),(1379),(1565),(1684	भ), सीमा आणि भुमापन चिन्हे









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## नौंदणीचे प्रमाणपत्र

बाहारे प्रमाणपत्र देण्यात येते की खाली वर्णन केलेली सार्वजनिक विश्वस्तव्यवस्था ही बाज, सार्वजनिक विञ्वन्तव्यवस्था अधिनियम, १९५० (सन १९५० चा मृंबई अधिनियम ऋमांक २९) न्वये Pune Region Pune यथील सार्वजीक विस्वस्तव्यवस्या बॉदजी

ल्यात योग्य रीतीने नोंदण्यात आलेली आहे

HA PARAMAND FOUNDATION GWING 1 doe flat No. 501, se No. 136 [1A] 2p + 136, 5A+5B, 137/3A+3B+13

निक विस्वस्तव्यवस्थांच्या नोंदणी पुस्तकातील क्रमांक - F - 50072 | P

Rapoor Singh Dayancine khatei यांस प्रमाणपत्र दिले.

आच दिनांक 2 2 0 2 २० १ ४ रोजी माझ्या सहीनिशी दिए.



# DAYANAND FOUNDATION

G - 501, Marvel Diva, Magarpatta Road, Pune - 41 028. Reg No : F50072/9

Ref:

Date:

Date: 02/05/2018

PROCEEDINGS OF THE MEETING OF GOVERNING BODY OF DAYANAND FOUNDATION HELD ON 08/05/2018 AT G Wing, 5th Floor, Flat No.501, Sr.No.136/1A/2(P)+136, 5A+5B, 137/3A+3B+137/4 MARVEL, HADAPSAR, PUNE - 411 028 AT 11:00 A.M.

Members present at the Meeting recorded their attendance by signing the attendance register. After ascertaining the required quorum for holding the Meeting, Mr. Sahil Kapoor Singh Khatri requested Mr. Kapoor Singh Dayanand Khatri to preside over the Meeting. Mr. Kapoor Singh Dayanand Khatri accepted the request and presided over the Meeting.

Accordingly, Meeting commenced under the Chairmanship of Mr. Kapoor Singh Dayanand

Subject No. 4:- To discuss and take decision about entering into lease deed by the Foundation.

Secretary with the permission of Chair took up the subject for discussion and informed the Members present that, to expand horizon of Dayanand Foundation it is necessary to occupy place to carry out activities pertaining to its objects. In view of this Foundation is in need of space preferably in the form of lease hold property to cater the activities in the suitable manner. Secretary informed Members present that search for finding out the suitable immovable property in the form of vacant land and further informed that Chairman Mr. Kapoorsingh Dayanand Khatri has vacant property in Village Naigaon, Tal. Maval District Pune and offer to give the said vacant land on lease basis to carry out activities of the Foundation. The details of the Immovable property in the form of vacant land are as follows:-

Land admeasuring 00H. 40R. out of the property bearing Gat No 191 totally admeasuring 02 H.60 of village Naigaon, Tal. Maval, District Pune

At this stage Chairman Mr. Kapoorsingh Dayanand Khatri requested the Members that, since the said subject is concerning himself, he finds it proper to leave the Meeting hall and wait outside till the discussion on said subject is over. So that, the Members can discuss freely without any pressure and awkwardness and can take the decision in the interest of Foundation. Accordingly, Chairman Mr. Kapoorsingh Dayanana Khatri left the Meeting hall.

During discussion, Dharam Vir Daryao Dhillon suggested that, the immovable property of Mr. Kapoorsingh Dayanand Khatri is most suitable from the administrative and operational



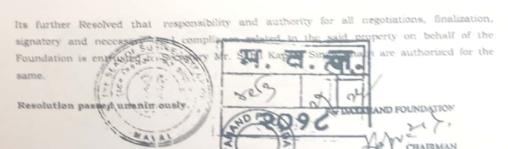
convenience point of view which may be considered for lease purpose. Members present endorsed on the said suggestion and agreed upon the same. While discussing the same Sandeep Krishan Khatri the said land is insufficient to carry out the activities of the Foundation. Members present at the Meeting discussed upon the same.

Accordingly Dharam Vir Duryao Dhillon suggested that, Chairman Mr. Kapoursingh Dayanand Khatri with joint ownership of Shri. Ankur Dharamvir Dhillon have 1 more vacant land admeasuring OOH. 80R. out of the property bearing Gat No 191/3 situated at village Naigaon, Tal. Maval, District Pune. Members present at the meeting considered the same.

Thereafter, Mr Dharam Vi. Daryao Dhillon proposed that, immovable property owned by Mr. Kapoorsingh Dayanand Klatri Land admeasuring 00H. 40R. out of the property bearing Gat No 191 totally admeasuring 02 H.60 of village Naigaon, Tal. Maval. District Pune and immovable property owned by Mr. Kapoorsingh Dayanand Khatri with joint ownership of Shri. Ankur Dharamvir Dhillon admeasuring 00H. SOR. out of the property bearing Gat No 191/3 situated at village Naigaon, Tal. Maval, District Pune be taken on lease for the proof of 30 years.

Further proposed that, responsibility and authority for all negotiations, finalization, egnatory and necessary egul compliance related to the said property on behalf of the Foundation be entrusted to Secretary Mr. Sahil Kapoor Singh Khatri be authorized for the same. Dharam Vir Darya: Dhillon seconded the said proposal. Members present at the Meeting considered the said proposal and passed the following resolution.

Resolution: It is hereby Resolved that, immovable property owned by Mr. Kapoorsingh Dayanand Khatri Land admeasuring OOH. 40R. out of the property bearing Gat No 191 totally admeasuring O2 H.60 of village Naigaon, Tal. Maval, District Pune and immovable property owned by Mr. Kapoorsingh Dayanand Khatri with joint ownership of Shri. Ankur Dharamvir Dhillon admeasuring OOH. SOR. out of the property bearing Gat No 191/3 situated at village Naigaon, Tal. Maval, District Pune shall be taken on lease for the period of 30 years.



ATTENDANCE OF THE MEETING OF GOVERNING BODY OF DAYANAND FOUNDATION HELD ON 08/05/2018 AT G Wing, 5th No.501, Sr.No.136/1A/2(P)+136, 5A+5B, 137/3A+3B+137/4 MARVEL, HADAPSAR, PUNE - 411 028 AT

1. Kapoor Singh Dayanand Khatri
2. Sahil Kapoor Singh Khatri
3. Sandeep Krishan Khatri
4. Dharam Vir Daryao Dhillon
5. Maniesh Kapoor Singh Khatri

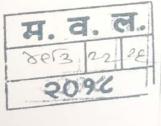
Monien Khatri















Summary1 (GoshwaraBhag-1) 17/4983 मवल 27 2-8 दस्त गोषवारा भाग-1 मंगळवार,31 जुलै 2018 5:48 म.नं दस्त क्रमांक: 4983/2018 दस्त कमांक: मवल /4983/2018 बाजार मुल्यः रु. 2,83,36,000/-मोबदला: रु. 00/-भरलेले मुद्रांक शुल्क: रु.12,75,200/-दु. नि. सह. दु. नि. मवल यांचे कार्यालयात पावती दिनांक: 31/07/2018 पावती:5948 सादरकरणाराचे नाव: द्यानंद फ़ांऊडेशन ट्रस्ट तर्फ़े अधिकृत प्रतिनिधी व अ. कं. 4983 वर दि.31-07-2018 सेकेटरी साहिल कपुरसिंग खत्री (भाडेकरु) - -रोजी 5:19 म.नं. वा. हजर केला. न, 30000.00 नोंवणी फी रु. 500.00 दस्त हाताळणी फी पृष्टांची संख्या: 25 एकुण: 30500.00 दस्त हजर करणाऱ्याची सही: MV सहसम निबंधक मावळ बिधक सावळ दस्ताचा प्रक्रारः भाडेपट्टा मुद्रांक शुल्क: (तीन) कोणत्याही ग्रामपंचायतीच्या हद्दीतील क्षेत्रात किंवा उप-खंड (दोन) मध्ये नमूद न कर यात आलेल्या अशा कोणत्याही क्षेत्रात. शिक्का कं. 1 31 / 07 / 2018 05 : 19 : 30 PM ची वेळ: (सादरीकरण) शिक्का के. 2 31 / 07 / 2018 05 : 23 : 01 PM ची वेळ: (फी) सदर दस्तएवज हा नोदणी कायदा १९०८ अतगत असलल्या तरतुदीनुसारच नोंदणीस दाखल केला आहे. दस्ता वजातील संयुर्ण मजकुर विकारित द्यक्ती, साक्षीदार/ओकखदार व सोबत जोडलेस्य क राज्यी सत्यता तपासनी आहे. दस्तावी सत्यतः है । ेल्डेफ्रीन गावीसाठी दस्तिनिष्पादक व कबुलीधारक है ५५त: उत्था ह्यार सहतील. दस्तऐबजासोबत बोडलेली कागवाते, लुखपुखत्यार धारक व्यक्ती इत्यादी प्राटकून आल्यास याची संपुर्ण जबाबदारी दस्तातील काची राहील. लिहन घेणा