

Summary-2( दस्त गोषवारा भाग - २ )

EPayment Details.

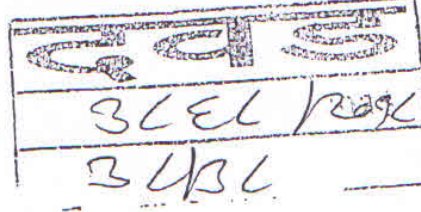
sr.	Epayment Number	Defacement Number
1	2109201806268	2109201806268D
2	MH006349099201819E	0003417826201819

38

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प्रमाणित करण्यास येते की,  
या दस्तामध्ये एकूण 3L  
पाने आहेत. पाहिले नंबरचे मुस्तकाचे

3LEL नवरी नोंदला.

मुख्यम निबंधक श्रेणी-9

दिनांक : 19/11/209L





21/09/2018 5 08:59 PM

दस्त गोपवारा भाग-2

दयड 3688  
दस्त क्रमांक:3868/2018दस्त क्रमांक :दयड/3868/2018  
दस्ताचा प्रकार :-भाडेपट्टा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	द्वयाचित्र	अंगठ्याचा ठसा
1	नाव:- पोदार चॅरिटी ट्रस्ट करीता अॅथोराईज्ड सिग्रेटरी श्री.सुरेश सी रामचंदानी पत्ता:प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: पोतदार सेंटर, 85, चमरवाग पोस्ट ऑफिस लेन, डॉ आंबेडकर रोड, परेल, मुंबई 440012, महाराष्ट्र, नागपुर. पॅन नंबर:AACTP8343B	भाडेकरू वय :-56 स्वाक्षरी:- <i>Ramchandra</i>		
2	नाव:- श्री.किरण दिगंबर फराटे पत्ता:प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: रा.मु.पो.ता.दौंड, जि.पुणे, महाराष्ट्र, PUNE. पॅन नंबर:AAFPF2963E	मालक वय :-45 स्वाक्षरी:- <i>Kiran</i>		

वरील दस्तऐवज करून देणार तथाकथीत भाडेपट्टा चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिक्षा क्र.3 ची वेळ:21 / 09 / 2018 04 : 48 : 47 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	द्वयाचित्र	अंगठ्याचा ठसा
1	नाव:- श्री.राजेंद्र साहेबराव पाटोळे वय:51 पत्ता:रा.नानवीज, ता.दौंड, जि.पुणे पिन कोड:413801	<i>Rajendra</i> स्वाक्षरी	
2	नाव:- श्री.दिपक चंदनमल गांधी वय:30 पत्ता:रा.दौंड, ता.दौंड, जि.पुणे पिन कोड:413801	<i>Dipak</i> स्वाक्षरी	

शिक्षा क्र.4 ची वेळ:21 / 09 / 2018 04 : 49 : 47 PM

Sub Registrar Daund  
दुय्यम निबंधक श्रेणी-१  
iSarita दांड 0

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13/3868

शुक्रवार, 21 सप्टेंबर 2018 5:06 म.नं.

दस्त गोपवारा भाग-1

दयड 34132  
दस्त क्रमांक: 3868/2018

दस्त क्रमांक: दयड /3868/2018

बाजार मूल्य: रु. 7,08,62,560/- मोबदला: रु. 3,38,125/-

भरलेले मुद्रांक शुल्क: रु.25,51,100/-

ड. नि. सह. ड. नि. दयड यांचे कार्यालयात

अ. क्र. 3868 वर दि.21-09-2018

रोजी 4:44 म.नं. वा. हजर केला.

पावती:6810

पावती दिनांक: 21/09/2018

सादरकरणाचा नाव: -- श्री.किरण दिगंबर फराटे

नोंदणी फी रु. 30000.00

दस्त हाताळणी फी रु. 760.00

पृथांची संख्या: 38

एकुण: 30760.00

दस्त हजर करणाऱ्याची सही:

Sub Registrar Daund  
दुय्यम निबंधक श्रेणी-9

दस्ताचा प्रकार: मोडेपट्टा

Sub Registrar Daund  
दुय्यम निबंधक श्रेणी-9  
दौंड

मुद्रांक शुल्क: (तीन) कोणत्याही ग्रामपंचायतीच्या हद्दीतील क्षेत्रात किंवा उप-खंड (दोन) मध्ये नमूद न करण्यात आलेल्या अशा कोणत्याही क्षेत्रात.

शिक्का क्र. 1 21 / 09 / 2018 04 : 44 : 39 PM ची वेळ: (सादरीकरण)

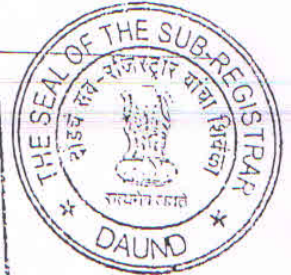
शिक्का क्र. 2 21 / 09 / 2018 04 : 47 : 19 PM ची वेळ: (फी)

**प्रतिज्ञापत्र**

सादर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसार नोंदणीस दाखल केलेला आहे. दस्तातील संपूर्ण नजदुर निष्पादित व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची आणि दस्तांची सत्यता, वैधता कायदेशीर बाबींसाठी खालील दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.

*Rachurale*  
लिहून देणार

*Kirane*  
लिहून घेणार

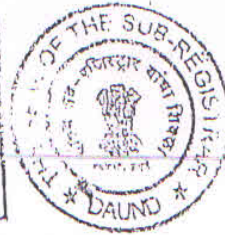




## मुल्यांकन पत्रक प्रभाव क्षेत्र

दिनांक:-	21/09/2018		
मुल्यांकन वर्ष:-	2018		
जिल्हा:-	पुणे		
तालुका:-	दौंड		
गावाचे नाव:-	सोनवडी		
विभाग क्रमांक:-	3		
ग्रा.पं. ॥मि.नं.	107		
मिळकतीचा प्रकार	मिळकतीचे क्षेत्र	मुल्यांकन दर रु.	मिळकतीचे मुल्य
	हे.आर	प्रती हे.आर	रुपये
खुली	8000	1040	6084000
आरसीसी बांधकाम	3345.724	19360	64778560
		एकूण	70862560

द व ड  
3786 12091  
33/36

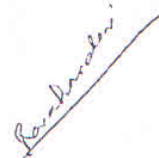


आयकर विभाग  
 INCOME TAX DEPARTMENT  
 PODAR CHARITY TRUST  
 भारत सरकार  
 GOVT. OF INDIA  
 04/02/2015  
 Permanent Account Number  
 AACTP8343B  
 21032015



Self Attested

PERMANENT ACCOUNT NUMBER  
 AEBPR4781E  
 नाम /NAME  
 SURESH CHETUMAL RAMCHANDANI  
 पिता का नाम /FATHER'S NAME  
 CHETUMAL MEWALDAS  
 RAMCHANDANI  
 जन्म तिथि /DATE OF BIRTH  
 29-10-1960  
 P.R. Sharma  
 आयकर आयुक्त (कंप्यूटर सेक्शन)  
 Commissioner of Income-tax (Computer Operations)



Self Attested

स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER  
 AAFFP2963E  
 नाम /NAME  
 KIRAN DIGAMBAR FARATE  
 पिता का नाम /FATHER'S NAME  
 DIGAMBAR RAMCHANDRA FARATE  
 जन्म तिथि /DATE OF BIRTH  
 22-05-1976  
 हस्ताक्षर /SIGNATURE  
 P.R. Sharma  
 आयकर आयुक्त (कंप्यूटर सेक्शन)  
 Commissioner of Income-tax (Computer Operations)



Self Attested

36EC/2015  
 3913C





Date : September 17, 2018

RESOLUTION

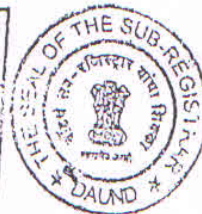
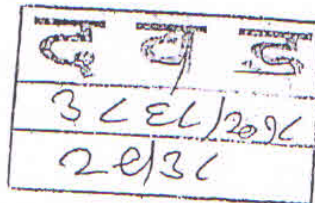
Copy of the Resolution passed at the Meeting of the Board of Trustees of Podar Charity Trust at Podar Centre, 85, Chamarbaug Post Office Lane, off. Dr. Ambedkar Road, Parel (East), Mumbai - 400 012 at 11.00 a.m. on 17th September, 2018.

"RESOLVED that a Resolution passed in the Board of Trustees meeting held on 17<sup>th</sup> September, 2018 at 11.00 a.m. authorized Mr. Suresh C. Ramchandani, Aged 56 years, residing at E-1101 Vasant Fiona, Majiwade, Thane (W) 400601, Maharashtra, to attend and sign on behalf of the Trustees of the Trust and to attend to the concerned offices and in respect of lease deed of property known as GAT No 107/1-Sonawadi, admeasuring 65340 sq.ft., (1.5 acres i.e 6070.28 sq. mts) to attend and complete all the formalities necessary for execution of regular Lease deed in respect of the aforesaid property to sign all documents before the Sub-Registrar and also to complete all lease deed formalities which may arise from time to time.

*Certified True Copy.*

For and on behalf of the Board of Trustees  
PODAR CHARITY TRUST

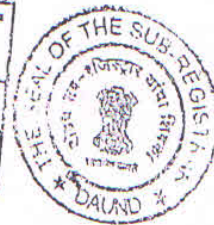
DR. PAVAN PODAR  
(Trustee)



वर्ष: 2018-19		गाव नमुना आठ-अ धारण जमिनीची नोंदवही (कृषिक) ( आसामीवार खतावणी -- जमाबंदी पत्रक )					21/09/2018	
गाव: सोनवडी		तालुका: दोंड					जिल्हा: पुणे	
गाव नमुना सहा मधील नोंद	भूमापन क्रमांक व उपविभाग क्रमांक	क्षेत्र	वसुलीसाठी	एकूण				
		लागवडी योग्य पोटखराब क्षेत्र क्षेत्र	एकूण क्षेत्र	आकारणी किंवा जुडी	दुमाला जमिनीवरील नुकसान.	स्थानिक उपकर		
		(हे.आर.चौ.मी)	(हे.आर.चौ.मी)	(हे.आर.चौ.मी)			जि.प. या. प.	
(१)	(२)	(३अ)	(३ब)	(३क)	(४)	(५)	(६अ) (६ब)	(७)
खाते क्रमांक 1647	किरण दिगंबर फराटे .							
व्यक्तिगत खातेदार	107/1	1.20.00	0.0000	1.20.00	3.24	0	0 0	3.24
एकूण		1.20.00	0.0000	1.20.00	3.24	0	0 0	3.24

गाव कामगार तलाठी  
सोनवडी, नानवीज

प व ड  
७८६८/२०१८  
२०१८





गाव नमुना सात

(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम ३, ५, ६ आणि ७)

प्रतिबंधित फेरफार क्र. 2745, 2997  
गाव :- सोनवडी  
गट क्रमांक व उपविभाग : 107/1

तालुका :- दौंड

जिल्हा :-

शेवटचा फेरफार क्रमांक : 3072 व दिनांक : 21/09/2018

गट क्रमांक व उपविभाग 107/1	मुधारणा पद्धती	भोगवटदाराचे नांव						
शेतीचे स्थानिक नांव	क्षेत्र एकक हे.आर.घो.मी	श्रीभिराज राजेंद्र धोरात	क्षेत्र	आकार	आणे पै	पो.ख.	फ.का	छाते क्रमांक
क्षेत्र एकक हे.आर.घो.मी			0.45.00	1.22		0.04.00	(2635)	113, 638, 639, 927, 929, 931, 932, 933, 934, 1142, 1434, [1435], 1436, 1646, 1647
जिरायत 5.84.00		शेख अकील कादरभाई	0.61.00	1.65			(3072)	कळाचे नाव
बागायत		शेख शकील कादरभाई	0.61.00	1.65			(3072)	हत्तर अधिकार
लरी		लता नामदेव होले	0.43.00	1.16		0.04.00	(2369)	हत्तर (337) (1700)
बरकस		संतोष नामदेव होले	0.43.00	1.16		0.04.00	(2369)	बोजा - सहकारी सोसायटी इकरार यशवंत वि.का.से.सो.सोनवडी इकरार पत्र र.र. 100000/- ता 5/6/10 दस्तावेज हि (2106)
हत्तर		दत्तात्रय खंडु होले	0.43.00	1.16		0.04.00	(2369)	यशवंत वि.का.से.सो.सोनवडी इकरार पत्र र.र. 100000/- ता 5/6/10 नवनाथ हि (2106)
एकूण क्षेत्र 5.84.00		नवनाथ खंडु होले	0.43.00	1.16		0.04.00	(2369)	यशवंत वि.का.से.सो.सोनवडी इकरार पत्र र.र. 100000/- ता 5/6/10 सोमनाथ हि (2106)
पोटखराब (सागवडीस अयोग्य)		सोमनाथ खंडु होले	0.43.00	1.16		0.04.00	(2369)	बोजा यशवंत वि.का.से.सो.सोनवडी इकरार पत्र सोनवडी र.र. 300000/- ता 1/9/10 लता (2199)
वर्ग (अ)	0.31.00	शिवाजी मुंबर गदादे	0.07.00	0.19		0.03.00	(2369)	यशवंत वि.का.से.सो.सोनवडी इकरार पत्र सोनवडी र.र. 300000/- ता 1/9/10 संतोष (2199)
वर्ग (ब)		राजीव आप्पासाहेब कळसकर	0.11.00	0.30			(2370)	बोजा - सहकारी सोसायटी इकरार यशवंत वि.का.से.सो.सोनवडी र.र. 1000000/- ता 8/7/010 दस्तावेज (2199)
एकूण पो	0.31.00	गोरखनाथ नामदेव होले	0.43.00	1.16		0.04.00	(2369)	यशवंत वि.का.से.सो.सोनवडी र.र. 1000000/- ता 8/7/010 नवनाथ (2199)
आकारणी	15.77	मधिराज शिवराम गदादे	0.11.00	0.30			(3071)	यशवंत वि.का.से.सो.सोनवडी र.र. 1000000/- ता 8/7/010 सोमनाथ (2199)
जुडी किंवा विरोध		पेमज्योती लिला पंडित	0.11.00	0.30			(2635)	यशवंत वि.का.से.सो.सोनवडी इकरार पत्र सोनवडी र.र. 300000/- ता 1/9/10 गोरखनाथ हि. (2199)
आकारणी		पसाद नवनाथ साहू	0.10.00	0.27			(3071)	हत्तर क्षेत्र 0.28 पो.ख. 0.03 कौशल्या नवनिशर्त शेरा कमी (2318)
		किरण दिगंबर फराटे	1.20.00	3.24			(3072)	[नवीन अभिभाज्य शर्त] (2772) [45 पै क्षेत्र 6.16] (2772) [नियंत्रित सत्ता प्रकार खरेदी सटीक प्रमाणे 42 पै क्षेत्र 08.24] (2772)
(11),(235),(237),(337),(711),(1653),(1760),(1791),(1968),(2318),(2369),(2745),(2772)								
सोमा आणि भ्रमपान चिन्ह								

गाव नमुना बारा

पिकांची नोंदवही

(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम २९)

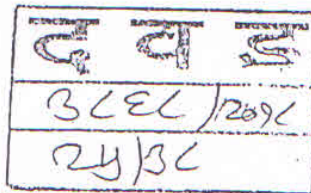
गाव :- सोनवडी

तालुका :- दौंड

जिल्हा :-

शेवटचा फेरफार क्रमांक : 3072 व दिनांक : 21/09/2018

वर्ष	हंगाम	पिकांसाठी क्षेत्र						निर्भळ पिकांसाठी क्षेत्र			सांगवडीसाठी उपलब्ध नसलेली जमीन		जल सिंचनाचे साधन	शेरा
		निर्भळ पिकांसाठी क्षेत्र	जल सिंचित	अजल सिंचित	घटक पिके व पल्पकांसाठी क्षेत्र	जल सिंचित	अजल सिंचित	पिकांचे नाव	जल सिंचित	अजल सिंचित	स्वरूप	क्षेत्र		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
			हे.आर. घो.मी	हे.आर. घो.मी		हे.आर. घो.मी	हे.आर. घो.मी		हे.आर. घो.मी	हे.आर. घो.मी		हे.आर. घो.मी		
2014-15	रब्बी							ज्वारी		2.4200	पड	0.0000	विहीर पाणी	
2015-16	रब्बी				गहू	0.2000		ज्वारी		3.4200				
					ऊस गा.	1.4700		ऊस न.ता	0.8700		विहीरपड	0.0400		
	संपूर्ण वर्ष										विहीरपड	0.0400		
2016-17	रब्बी				गहू	0.2000		ज्वारी		3.2600	विहीरपड	0.0400		
					ऊस गा.	1.4700		ऊस न.ता	0.8700		विहीरपड	0.0400		
	संपूर्ण वर्ष										विहीरपड	0.0400		



गाव कोमिन्मर सलाठी  
सोनवडी, नानवीज

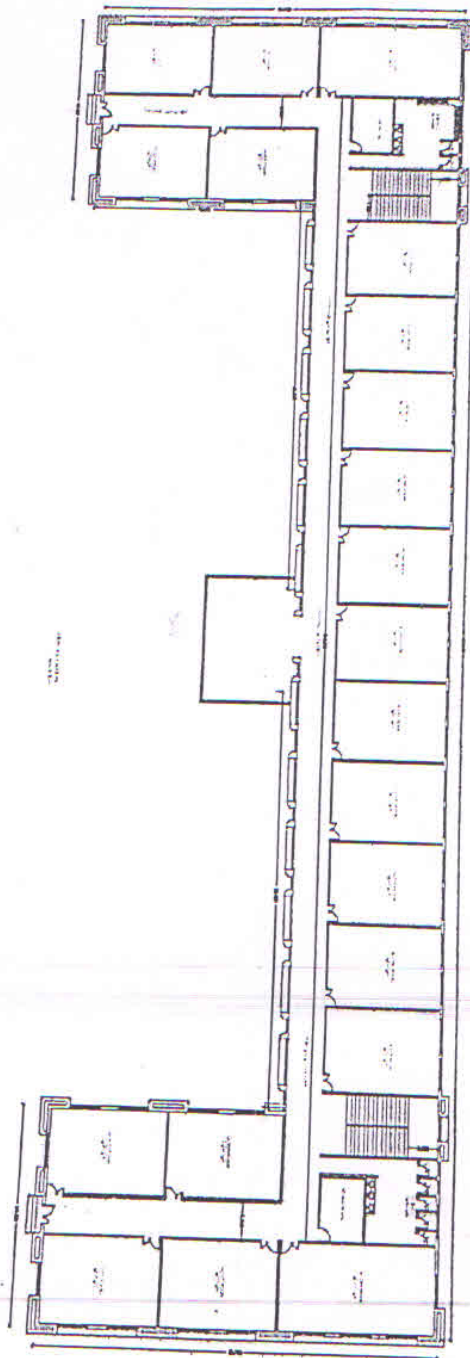
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21/09/2018

Scanned by CamScanner



Phase - II

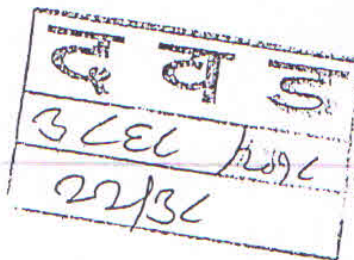


36EL/259L  
2073L



9. Staircases with granite flooring (with grooving) and M.S. railing of approved design.
10. Concealed electric wiring with Finolex or Polycab make conduits with ISI make switches of Roma brand. Minimum 13 electrical points per room to be provided for lights & fans. ELCB to be provided in every room.
11. Concealed electrical points for air-conditioning to be provided in every room as per drawings.
12. Plumbing water lines and drainage lines to be of "C" class P.V.C. type of Ashirwad brand.
13. Underground water tank of min. 10,000 litres with two compartments and four overhead Syntex water tanks of capacity 2,000 litres each to be provided.
14. Exterior of building to be made as per agreed design and painted with Asian Paints - Apex Exterior 100% Acrylic Emulsion.  
Body Area - Brilliant White - Shade Code (0912)  
Border Area - Revel - Shade Code (1310)
15. Interior walls (classrooms and passages) to be painted with Asian Paints Interior Wall Finish - Lustre of shade Garlic Pod (8524) & interior ceilings in shade Classic White (0935).
16. Waterproofing with Brick bat coba treatment to be done on all exposed surfaces and toilets.
17. Fire Fighting System complete with fire pumps, hydrant valves, hose boxes, hoses, nozzles, fire service inlet and other accessories as per statutory requirements to be provided.
18. 7 ft P.C.C. platform to be provided along entire boundary of the building (internal and external boundary).
19. 6-8 inches of Murrum to be provided on ground area and ground to be suitably levelled. 3-4 inches of red soil to be provided and Durva grass to be planted on entire ground area.
20. Compound wall of approved design (three sides simple & road facing side to be attractive) and gate of approved design to be provided.
21. Access road of P.C.C. from plot gate to building main entrance to be provided.
22. Trees to be planted along compound wall.

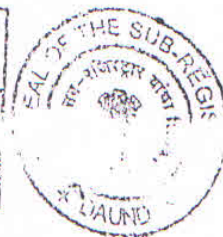
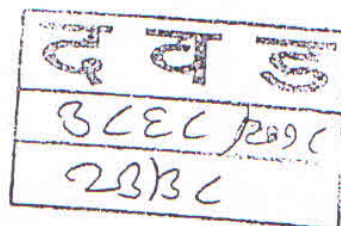
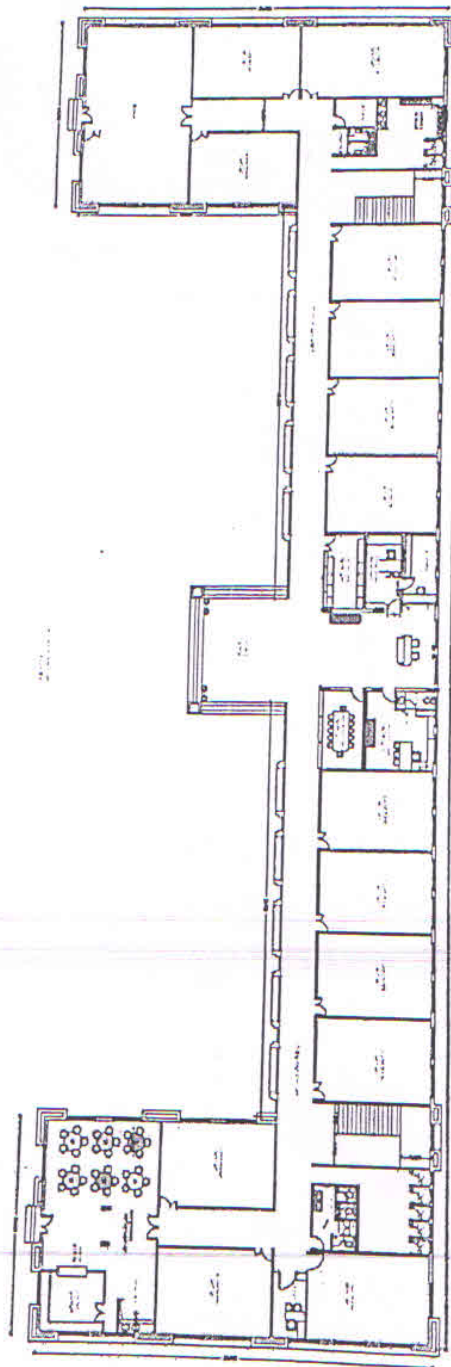
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Annexure - C

Building Plan for Phase - I, Phase - II

Phase - I





## Annexure - B

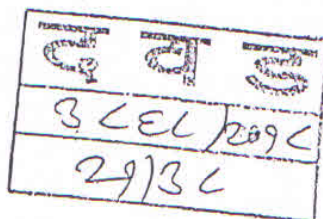
### Building and Ground Specifications (details to be provided as agreed as per specifications)

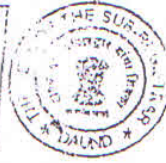
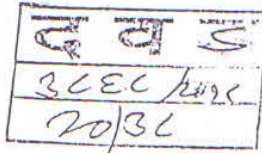
#### Annexure A

##### Building and Ground Specifications





R.C.C structure of 15000 sq. ft. total carpet area in the 1<sup>st</sup> phase; 15000 sq. ft. total carpet area in the 2<sup>nd</sup> phase.

1. Flooring of approximately 2,000 sq. ft. to be of Johnson - Derby Brown (12 x 12.8mm thickness) Approx. project cost of material Rs 30 per sq ft.
2. Balance flooring: Classrooms with fully-vitrified tiles of brand Nitco of shade "Habitat-Cream Pie" (600mm x 600mm). Approx. project cost of material Rs 70 per sq ft.  
Passages and Stilt area with fully-vitrified tiles of brand Nitco of shade "Habitat-Cream Pie" (600mm x 600mm). Approx. project cost of material Rs 70 per sq ft.  
During construction, layer of POP to be laid on tiles to prevent scratches.
3. Toilet Areas: (1.5) stamped W.C.'s, urinals and accessories of Jaguar brand with wash basins on granite counters.  
Boys: Floor and walls till height of 7 ft to be tiled with Nitco "Cotto Ocean Blue" (300mm x 300mm). Approx. Project cost of material Rs 40 per sq ft.  
Girls: Floor and walls till height of 7 ft to be tiled with Nitco "Jaipur Moti" (300mm x 300mm). Approx. project cost of material Rs 40 per sq ft.
4. Windows: Anodized aluminium three tracks with four sided granite frame and clear glass (6mm) in two tracks and GI mosquito mesh in one track.
5. M.S. window grills of approved design to be provided for all windows.
6. 35 mm Marine flush doors with both sides laminated fixed on 7' x 4" granite frame. Doors will be fitted with Stainless Steel handles, hinges, stopper and external lock only.
7. Entire ground floor to have 12mm POP on walls and false ceiling of brand Armstrong or Gypsum.
8. 1<sup>st</sup> Floor onwards, ceiling to have 3mm of sunla coating and walls to have 2 coats of plaster.






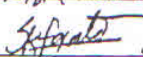
SIGNED AND DELIVERED by and on behalf of  
Lessee:-  
PODAR CHARITY TRUST Represented by its  
Authorized Signatory;

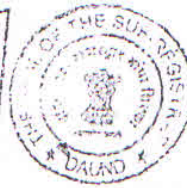
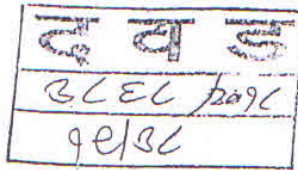
NAME	PHOTO	SIGN	THUMB IMPRESSION
SHRI SURESH C RAMCHANDANI		 	

SIGNED AND DELIVERED by and on behalf of  
Lessor :-

NAME	PHOTO	SIGN	THUMB IMPRESSION
KIRAN DIGAMBAR FARATE			

IN THE PRESENCE OF :-

1. NAME :- Lakshay Akshay Akshay  
ADDRESS :- Niranjani, Collage rd. Dound.  
SIGN :- 
2. NAME :- Swapna K Farate  
ADDRESS :- Farate Galli, Dound  
SIGN :- 



#### 18.8 Counterpart

This Lease Deed may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

#### 18.9 Severability

If any Clause or paragraph, or part thereof, of this Lease Deed or any Exhibit, Schedule appended hereto or made a part hereof is rendered invalid, ruled illegal by any court of competent jurisdiction, or unenforceable under present or future laws effective during the term of this Lease Deed, then it is the intention of the Parties that the remainder of the Lease Deed, or any document appended hereto or made a part hereof, shall not be affected thereby unless the deletion of such provision shall cause this Lease Deed to become materially adverse to any party in which case the Parties shall negotiate in good faith such changes to the Lease Deed or enter into suitable amendment or supplementary agreements, as will best preserve for the Parties the benefits and obligations of such provision.

#### 18.10 Performance

If by the terms of this Lease Deed, any act would be required to be performed on or within a period ending on a public holiday, then it shall be performed, on or by the immediately preceding Business Day. Time is the essence of the contract.

#### 18.11 Expenses related to Lease Deed

18.11.1 The cost of S and registration charges and other incidental expenses in respect of execution and registration of this Lease Deed shall be borne by the Lessor and Lessee in equal proportion.

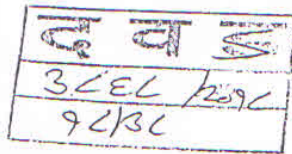
18.11.2 Each Party shall bear its own costs (including legal costs) incurred in negotiating and execution of this Lease Deed.

#### 18.12 Successors

This Lease Deed shall be binding upon and ensure to the benefit of, each of the Parties hereto and their respective successors.

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





**18.2 Entire Agreement**

This Lease Deed constitutes the entire agreement between the Parties relating to the subject matter of this Lease Deed and shall supersede all other prior and contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter of this Lease Deed.

**18.3 No Waiver**

Failure to enforce any right or obligation by any Party with respect to any matter arising in connection with this Lease Deed shall not constitute a waiver as to that matter or any other matter. Any waiver by any Party of its rights with respect to a default under this Lease Deed or with respect to any other matters arising in connection with this Lease Deed must be in writing. Such waiver shall not be deemed a waiver with respect to a subsequent default or other matter.

**18.4 Assignment**

The Lessee shall not assign, transfer or otherwise dispose of any of its rights or obligations under this Lease Deed, in whole or in part without the prior written consent of the Lessor.

**18.5 No Partnership or Agency**

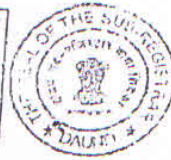
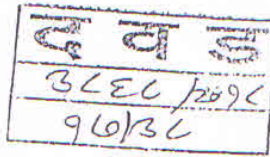
This Lease Deed is not intended, and shall not be construed, to create any association, joint venture, agency relationship, partnership, employment relationship or fiduciary relationship between the Lessor and the Lessee or to impose any such obligation or liability upon any of the Lessor and Lessee. No Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of or otherwise bind, the other Parties. This Lease Deed constitutes the entire arrangement between the Parties relating to the subject matter hereof and all previous agreements, arrangements, understandings are hereby terminated and superseded and shall not survive upon execution of this Indenture.

**18.6 Co-operation**

The Parties acknowledge that they are entering into a long-term arrangement in which the co-operation of both of them will be required. If during the Lease Term hereof, changes in the operations, facilities or methods of any Party will materially benefit a Party without detriment to the other Party (in the opinion of such Parties), the Parties commit to each other to make reasonable efforts to cooperate and assist each other in making such change.

**18.7 Further Assurances**

Upon the receipt of a written request from a Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. No Party shall unreasonably withhold condition or delay its compliance with any reasonable request made pursuant to this Article.



- 16.2 In the event of the Disputing Parties failing to agree on a Sole Arbitrator, the dispute shall be referred to an Arbitral Panel comprising 3 (three) arbitrators, with the Disputing Parties each appointing one Arbitrator and the two arbitrators so chosen appointing the third arbitrator who shall act as an Umpire.
- 16.3 The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and subsequent amendments thereto. The arbitration proceedings shall take place in Mumbai, India and shall be conducted in English language.
- 16.4 The arbitrator's award shall be a reasoned award and shall be in writing. The arbitrators shall also decide on the costs of the arbitration proceedings.
- 16.5 The provisions of this Article shall survive the termination of this Agreement.
- 16.6 Notwithstanding the existence of any dispute between the Parties, the Parties agree and undertake that pending resolution of any such dispute, the Parties shall continue to perform/ discharge their respective obligations under this Lease Deed.

17. NOTICES

All notices, requests, consent or other communication shall be addressed to the Parties at the addresses noted below or such other address as shall be notified by a Party in writing to the other Parties. All such notices, requests, consent or other communication, unless otherwise specified herein, shall be in writing and may be delivered by hand delivery, post, courier service, email or by facsimile:

To the Lessor at:

Name: KIRAN DIGAMBAR FARATE  
Address: Farate Lane, Daund, Pune  
Email: kiran.farate@gmail.com  
Attention: KIRAN FARATE

To the Lessee at:

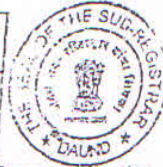
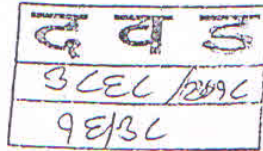
Name: PODAR CHARITYTRUST.  
Address: PodarCenter, 85, Chamarbaug Post Office Lane,  
Dr.Ambedkar Road, Parel, Mumbai 44 0012.  
Attention: SHRI SURESH C RAMCHANDANI.

18. MISCELLANEOUS

18.1 Amendments

This Lease Deed may not be changed or amended unless such change or amendment shall be in writing and signed by authorized representatives of both Parties.





and on the part of the Lessee to be observed and performed including default or failure on the part of the Lessee to vacate and hand over charge of the Demised Premises to the Lessor on the expiration or earlier determination of this Lease Deed.

- 13.3 The Lessee shall indemnify the Lessor and make good the losses, if any, incurred by the Lessor, in case any criminal or civil action is instituted by any authority, court, civic body, person etc. on account of any act, deed or things done in contravention of law by the Lessee relating to the Demised Premises.

13.4 No Tenancy Rights

Nothing contained herein shall be construed as creating any right, interest, easement, tenancy or sub tenancy in favour of the Lessee upon or over the Demised Premises or transferring any interest therein in favour of the Lessee, other than the permissive right of use hereby granted. It is further agreed and understood by the Parties that this Lease Deed shall be a mere lease and there is no intention on the part of the either Party to create a tenancy of the Demised Premises in favour of Lessee and the Lessee expressly assures, represents and confirms to the Lessor that the Lessee has no intention of claiming and shall not at any time claim any tenancy rights in the Demised Premises. The Lessee acknowledges that this Lease Deed is a bare license. It is agreed that by these presents the Lessee does not acquire any right, title and/or interest in the said premises in any manner whatsoever and would occupy the said premises during the currency of this Lease Deed as a mere Lessee.

14. FORCE MAJEURE

The Lessor shall not be responsible for delay or default in the performance of the obligations of the Lessee or a loss caused to the Lessee due to contingencies including but not limited to fire, flood, civil commotion, earthquake, war or strikes. The Lessee shall ensure the prompt payment of Monthly Compensation/Lease Charges and such other charges as may accrue to the Lessee in the event of force majeure.

The Lessee shall ensure that it shall comply with the terms of this Lease Deed without causing any delay or default.

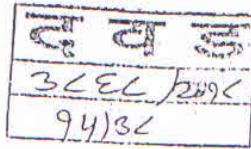
15. GOVERNING LAW

This Lease Deed and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of India. The Parties agree to subject themselves to the exclusive jurisdiction of the Courts in Pune, Maharashtra.

16. ARBITRATION & DISPUTE RESOLUTION

- 16.1 If any dispute or difference arises between the Parties in connection with the validity, interpretation, or alleged breach of any provision of this Lease Deed ("Disputing Parties"), the Disputing Parties shall endeavour to settle such dispute amicably within 30 (thirty) days thereof. If the Disputing Parties are unable to so resolve the dispute within the said period of 30 (thirty) days, any Disputing Party can refer the dispute to a Sole Arbitrator mutually appointed by the Disputing Parties.





## 12 UTILITIES

### 11.2 Building Design/Anti Termite Treatment

12.1.1 School building should be designed to resist Earthquake and all structural concrete should be minimum M 20 grade i.e. (1 C:1 1/2 S: 3 M) in situ and if Ready Mix Concrete minimum grade should be of M 25. Concrete cube at regular interval to be taken, get it tested with the reputed Institute and its report to be submitted to us for our record.

12.1.2 Live load carrying capacity of each classroom should be minimum 400kg/sqm and of Library should be minimum of 500kg/sqm.

12.1.3 The Lessor shall provide anti termite treatment to the bottom of the surface and at the sides of the excavated pits and trenches as well as to the top of the surface of plinth filling with 10 years guarantee of requisite bond paper.

### 12.2 Electricity and Water Charges

Lessee shall be liable to pay for the electricity and the water consumed by the Lessee in the Demised Premises leased to the Lessee during the Lease Term to the concerned utility companies on their respective due dates as per the bills furnished to the Lessee. The Lessor may help the Lessee in getting concessional rate of electricity and water for school purpose.

### 11.3 Signage

Subject to all the Applicable Laws, it is agreed between the Parties hereto that only the Lessee shall be entitled to put their name on the building, gates and compound wall during the entire period of the Lease Deed. All taxes, duties, rates, cess, costs and charges relating to the signage payable to the concerned authorities shall be borne by Lessee.

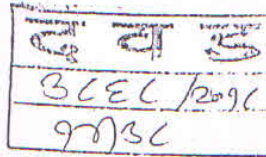
## 12. CHANGE IN OWNERSHIP

During the Lease Term if a change in ownership of the Demised Premises occurs/happens due to succession, inheritance or change in constitution such as conversion of joint ownership into partnership firm or limited company, the rights of the Lessee under this Lease Deed shall be protected and the Lessee shall enter into a new lease deed with the transferee for the balance period of the Lease Term on the same terms and conditions as set out in this Lease Deed.

## 13. INDEMNITY

13.1 The Lessor shall not be responsible or liable for any theft, loss, damage or destruction to any property/ belongings of the Lessee. The Lessee shall alone be responsible for the acts of its employees and will indemnify, defend and hold the Lessor harmless from any and all claim, damage or expense arising out of or relating to an act of the Lessee's employee.

13.2 The Lessee shall indemnify and keep indemnified the Lessor against all actions, suits and proceedings and all costs, charges, expenses, losses or damages which may be incurred or suffered by or causes to the Lessor by reason of any breach, default, contravention, non- observance or non-performance by the Lessee of the terms, conditions, agreements and provisions contained in this Lease Deed



are no circumstances, which would restrict or terminate the continued occupation, use and enjoyment of the Demised Property.

- 9.9 It is hereby acknowledged by the Parties that they have executed this Lease Deed based on and relying upon the aforesaid representations and warranties of each other.

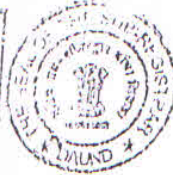
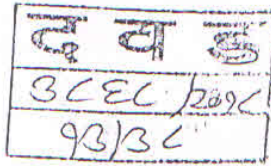
#### 10. EVENTS OF DEFAULT

- 10.1 Unless otherwise excused or permitted under the terms of this Lease Deed, any of the following events shall constitute an immediate Event of Default, unless the Lessee/Lessor shall have cured the same within a period of thirty (30) days of receipt of notice from the Lessor/Lessee:
- 10.2 Failure or refusal by the Lessee/Lessor to perform its material obligations under this Lease Deed.
- 10.3 Any representation or warranty made by the Lessee/Lessor herein is false or misleading in any material respect at the time it was made.
- 10.4 The Lessee defaults in making payment of Monthly Compensation/ Lease Charges related to any particular month for a continuous period of 180 (One Hundred Eighty) days from the date it is due.
- 10.5 The Lessee/Lessor being wound up voluntarily or by order of any competent court having jurisdiction;
- 10.6 Any of the events which results in the Lessor right, title and interest under this Lease deed being prejudiced.
- 10.7 The Lessee, its employees or agents carrying on any illegal activities in or from the Demised Property, which after notification by the Lessor has not been rectified by the Lessee within 30 (thirty) days from such notification;

#### 11. TERMINATION

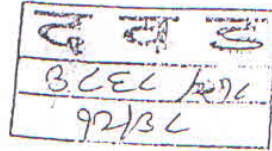
- 11.1 The Lessee/Lessor may terminate this Lease Deed upon occurrence of an Event of Default as provided in Article 10 above, subject to the applicable opportunity to cure, by providing written notice to the Lessee/Lessor.
- 11.2 If the Lessor terminates the Lease Deed, pursuant to an Event of Default, the Lessor shall forfeit the Security Deposit given by the Lessee. The Lessee shall also be liable to pay to the Lessor the cumulative Monthly Compensation/Lease Charges payable for the remaining Lock in Period as damages to the Lessor. The Lessee shall further handover the vacant and peaceful possession of the Demised Premises to the Lessor.
- 11.3 Termination of this Lease Deed shall be without prejudice to the accrued rights and liabilities of the Lessee/Lessor at the date of termination, unless waived in writing.
- 11.4 After completion of 'Lock in Period' as provided in Article 5.2, the Lessee alone has the option to terminate this Lease Deed on providing written notice of 1 (one) year.



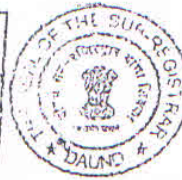
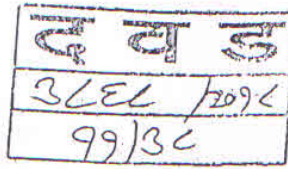


- 8.13 The Lessor undertakes to insure the building and the cost of the insurance to be borne by the Lessor.
- 8.14 The Lessor has to ensure that there will be technical supervision full time at site and that good quality of construction material is used. The Lessee's Engineer will check the quality of construction and give advice to the Lessor architect. If both the Lessor and Lessee feel that the quality is not upto mark, the contractor will be asked to rectify quality or stop work.
- 8.15 The Lessor has to provide to the Lessee a Structural Stability Certificate from the Structural Engineer before start of School.
- 8.16 The Lessor agrees to ensure that at foundation level and for casting of RCC slab, he will provide four days advance intimation to the Lessee's representative for inspection. Further the Lessor has to submit to the Lessee, the copy of the Electrical layout for approval before starting of the above work.
9. **JOINT REPRESENTATIONS, WARRANTIES AND COVENANTS**
- Each Party hereby, to the extent applicable to it, represents and warrants as follows:
- 9.1 It is duly organized, validly existing and in good standing under Indian laws.
- 9.2 It has all requisite power and authority to conduct its business, to own its properties, and to execute, deliver and perform its obligations under this Lease Deed.
- 9.3 It has all requisite legal power and authority to execute this Lease Deed and to carry out the terms, conditions and provisions hereof.
- 9.4 All permissions/approvals necessary or required for the execution, delivery and performance of its obligations under this Lease Deed have been duly obtained and It is fully authorized to enter into and perform its obligations under this Lease Deed.
- 9.5 This Lease Deed is a valid and binding obligation on the Parties.
- 9.6 The execution and performance of this Lease Deed will not conflict with or constitute a breach or default under any contract or agreement of any kind to which it is a party or any judgment, order, statute, or regulation that is applicable to the Party.
- 9.7 Neither the execution and delivery of this Lease Deed or the consummation of transactions contemplated thereby nor compliance with any of the provisions therein will (i) conflict with or result in any provisions of its incorporation documents, (ii) result in a default (or give rise to any right of termination, cancellation or acceleration or require any consent of any third party) under any of the terms, conditions or provisions of any agreement, lease or other instrument or obligation to a party, (iii) assuming compliance with matter set forth herein, violate any Applicable Laws to which it is bound.
- 9.8 No notice, order or other proceedings are pending or threatened against the Parties, before a court or tribunal of competent jurisdiction in India in respect of carrying out its business or in respect of the Demised Property. Further, there





- 8.2 The Lessor shall obtain all necessary no objection certificate(including Fire)and building completion/ occupation certificate from the relevant authorities before handing over the possession of Phase - I, Phase - II respectively, all of the phases to the Lessee.
- 8.3 The Lessor shall obtain 200 Kw (threephase)power connection (of complete building with appropriate capacity)from Maharashtra State Electricity Board ("M.S.E.B") with relevant transformer, cabling etc. For a minimum 15\_(fifteen) power points per room. Lessor will provide Electric Transformer and Main Electric Panel with relevant earthing & cabling of minimum 200 KVA capacity.
- 8.4. The Lessor shall provide municipal corporation water connection which is adequate for school provided the municipal corporation is supplying water connection in the premises area. Relevant plumbing, drainage and sewage work will also be provided. If Corporation connection is not available, Lessor will provide alternative arrangement for drinking water supply.
- 8.4 After handing over the peaceful possession of the Building to the Lessee in terms of this Lease Deed (i.e. on completion of all the 3 (three) phases as described above), the Lessor shall not undertake work of any kind in the said Building unless a prior written consent from the Lessee is obtained.
- 8.5 The Lessor shall providetwo bore-wells for gardening / Water purposes.
- 8.6 The Lessor shall provide lifts (of minimum capacity 10 persons) as per the attached drawings as and when the Lessee takes possession, of third floor.
- 8.7 Subject to the Lessee observing, performing and complying with all conditions under this Lease Deed, the Lessor shall ensure an absolute and unrestricted right of access for the Lessee and its employees and authorised agents, sub-contractors, customers, and other invites and guests to the DemisedPremises and all parts thereof and use of common areas and facilities etc. at all times subject to applicable rules and regulations.
- 8.8 The Lessor shall be responsible for all leakage and all structural repairs, namely repairs to the columns, beams and RCC except provided in Article7.6 of this Lease Deed.
- 8.9 The Lessor shall provide all building & ground specification in accordance with Annexure - 2.
- 8.10 The Lessor shall not do or suffer to be done any act on thing hereby the interest and the rights of the Lessee in the Demised Property are in any manner affected or prejudiced.
- 8.11 That on the Lessee paying the Monthly Compensation/Lease Charges, the Lessee may peaceably and quietly hold, possess and enjoy the Demised Property and run, operate and manage the school in the Demised property without disturbance, claim and demand whatsoever by the Lessor or any person lawfully or equitably claiming by, form, under or in trust of the Lessor.
- 8.12 The Lessor to help the Lessee in obtaining regulatory affiliation agreement and any cost incidental in obtaining such affiliation agreement shall be borne and paid by the Lessee.

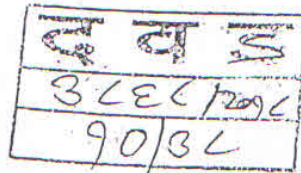


- 7.8 The Lessee warrants and confirms that it has seen and inspected the Demised Premises and has found the same to be in good order and condition.
- 7.9 The Lessee shall permit the Lessor and / or its authorized representatives to enter upon the Demised Premises for inspection, with 24 (twenty four) hours prior written notice thereof to the Lessee except in the case of emergency when the notice will be deemed to have been waived. Further, in the event there is any damage to the Demised Premises, then the Lessee shall inform the Lessor in writing as soon as possible and shall carry out the necessary repairs exclusively at its own costs and expenses and shall always indemnify the Lessor against such costs and expenses.
- 7.10 The Lessee shall not store or allow to be stored in the Demised Premises any goods, articles or things of a hazardous inflammable explosive corrosive toxic or combustible nature, without securing all statutory permissions (if required) and fully implementing safety regulations required for the said purpose and the safety measures as maybe recommended by the Lessor and/or the concerned authorities.
- 7.11 The Lessee shall not do or suffer to be done in or around or upon the Demised Premises any act or omission, whereby the policy of insurance in respect of the Demised Premises and /or the said Building may become void or voidable.
- 7.12 The Lessee shall be solely responsible for the safety and security of all its property, equipments, etc. and personnel, third parties, visitors etc. in the Demised Premises.
- 7.13 On and from the date of this Lease Deed, the Lessee shall regularly pay the Monthly Compensation/Lease Charges and all other amounts payable under this Lease Deed as provided herein. The provisions in respect of liability to pay interest on any delayed payments, is in addition to and is without prejudice to the right of the Lessor to terminate this Lease Deed as provided herein.
- 7.14 The Lessee shall indemnify and keep indemnified the Lessor against all losses, costs, or damages that may be suffered by the Lessor as a result of breach, non-observance or non-performance by the Lessee of any of the provisions of this Lease Deed.
- 7.15 The Lessee shall pay and discharge all the taxes, liabilities, and /or expenses, payments of the of the suppliers, vendors or any third parties incurred for the purpose of running and operation of the school.
- 7.16 Upon expiry or earlier determination of this Lease Deed, the Lessee shall remove all its movable assets (including fitments and fit outs) forthwith and deliver vacant and peaceful possession of the Demised Premises.

#### 8. LESSOR' COVENANTS AND UNDERTAKINGS

- 8.1 The Lessor shall take the necessary permissions required for constructing the Building from the Municipality/ Grampanchayat/ Local Authority to use the premises or a School before handing over possession to the Lessee.

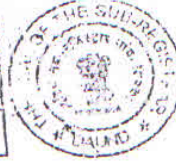
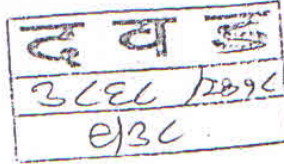




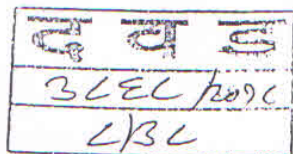
gathering such as marriage, family function, parties, get together except with the prior permission of the Lessor.

- 7.2 The Lessee shall not do or cause or allow or permit to be done any act of illegal nature in or around the Demised Premises.
- 7.3 The Lessee shall undertake and bear expenses for all internal repairs, maintenance, painting and shall bear all normal wear and tear expenses at its sole expenses and shall maintain the Demised Premises in good, decent and habitable conditions in all seasons during the term of the Lease Deed and under no circumstances the Lessor shall be liable for such maintenance of the Demised Premises.
- 7.4 The Lessee shall maintain the Demised Premises until the expiry or earlier determination of the Lease and shall leave the same in as good a condition as they were in on the date of handover except for any reasonable wear and tear. In case any structural damages are caused to the Demised Premises or to any part thereof or to the fixtures therein, for any reason solely attributable to the Lessee (reasonable wear and tear excepted), the Lessee shall at its own costs, charges and expenses repair and restore the same to the condition in which it was immediately prior to the damage. However, in the event, the damage is not restored then the Lessee shall pay compensation to the Lessor towards any structural damage except for any reasonable wear and tear.
- 7.5 The Lessee hereby represents that it has obtained all necessary approvals, permissions, permits, licenses and/or sanctions from the concerned authorities for carrying it's the said purpose on the Demised Premises. The loss on account of not obtaining any necessary approvals, permissions, permits, licenses and/or sanctions shall be to the sole account of the Lessee.
- 7.6 The Lessee shall not make any structural or other permanent alterations or additions to the Demised Premises or temper in any way with the RCC columns/beams/slabs of the Demised Premises. However, the Lessee shall be entitled to undertake fit outs modification and non-structural alterations and/or additions to the Demised Premises at its own cost, provided that the same are in accordance with the applicable bye laws, rules, regulations and guidelines and after obtaining the necessary permissions from the relevant authorities as well as from the Lessor and shall not damage the structure of the Demised Premises. Only in cases where any changes are required to be made in the structure of the Building due to any new/change in Government rules related to schools, Lessee shall undertake such changes at its own cost, provided that the same are in accordance with the applicable bye laws, rules, regulations and guidelines and after obtaining the necessary permissions from the relevant authorities as well as from the Lessor in writing.
- 7.7 The Lessee shall however be at liberty to bring into the Demised Premises its own furniture, fixtures and fittings, technology related equipment, telecommunication and fibre optic feed equipment, to facilitate or to suit the purpose and shall remove the same on the expiry or earlier determination of the Lease without causing any damage to the structure of the Demised Premises except for any reasonable wear and tear.





- 6.2 A joint measurement will be undertaken by the Lessee and the Lessor to determine the actual areas before the commencement of Monthly Compensation/Lease Charges. The area determined by the joint measurement of the Lessee and the Lessor shall be treated as the actual area on which the Monthly Compensation/Lease Charges shall be payable.
- 6.3 All outgoing Municipal Corporation/Grampanchayat and N.A. taxes will be paid by the Lessor only. Lessee shall pay the service tax, on rent if any, as and when applicable.
- 6.4 Monthly Compensation/Lease Charges shall be increased by 10 (Ten percent) at the end of every 3(Three) years and such increased compensation shall prevail for the next 36(Thirty-six) months. Monthly Compensation/Lease Charges for each phase shall be treated separately and the period for the purpose of increment in the rent for each phase shall be effected from the date when such individual phase was offered for occupation (possession).
- 6.5 The Monthly Compensation/Lease Charges are subject to Tax Deducted at Source ("T.D.S.") at applicable rate from time to time as per government directives. Service tax or such other tax wherever applicable will be paid by the Lessee over and above the Monthly Compensation/Lease Charges.
- 6.6 In case Lessee fails to pay the Monthly Compensation/Lease Charges after expiry of 60 (sixty) days from the 10<sup>th</sup> (Tenth) day of the calendar month, interest at the rate of 18 % (eighteen percent) per annum shall be payable on the Monthly Compensation/Lease Charges amount for the period commencing from the 1<sup>st</sup>(first) day of the month until the date of payment of the Monthly Compensation/Lease Charges.
- 6.7 In addition to the above Monthly Compensation/Lease Charges, the Lessee shall also place with Lessor an interest free refundable security deposit amounting to 6(Six)months of Monthly Compensation/Lease Charges ("Security Deposit"). The Security Deposit shall be dispersed in the following manner:
- a. Rs. 51000/- at the time of signing of MoU
  - b. Rs. 2000000/- on Plinth Level
  - c. Rs. 2000000/- on Gr.Floor slab
  - d. Rs. 1000000/- on 1<sup>st</sup> Floor Slab
- 6.8 The payment of Monthly Compensation/Lease Charges for all the phases shall be made by account payee cheque favouring the Lessor.
- 6.9 The Security Deposit will be held by the Lessor during the Lease Term and shall be refunded to the Lessee on the expiry or earlier termination of this Lease Deed.
7. LESSEE COVENANTS AND UNDERTAKINGS
- 7.1 The DemisedPremises shall be used and occupied by the Lessee solely and exclusively for carrying out the said purpose and for no other purpose. The Lessee undertakes that it shall not sub - lease, sub-let, underlet, or assign or grant on leave and license or part with or share possession in any manner whatsoever of the whole or part of the DemisedPremises. The Lessee shall not use the DemisedPremises for the use of conducting any personal and/or family



shall be free to hold or sell the Demised Premises and the Lessee shall handover vacant and peaceful possession of the Demised Premises to the Lessor.

- 5.7 During the Lease Term in case the Lessor desires to sell the Demised Premises, the Lessor shall make the first written offer of sale to the Lessee on such terms and conditions as decided by the Lessor. In case the Lessee fails to exercise this option or the Parties are unable to reach to a consensus for a period of 30 (thirty) days from the date of offer being made by Lessor, the Lessor can sell the Demised Property to third party/ies provided rights of the Lessee under this Lease Deed are protected. In the event the Lessee decides to exercise the option to purchase the Demised Premises then on the date of such sale transaction and on full and final settlement between the Parties this Lease Deed will stand terminated.

Subject to the above clause the Lessor shall have the right to sell/transfer the Schedule Premises or any part thereof. In the event of such sale or transfer by the Lessor, the Lessor shall attorn the tenancy/lease in favour of the new land lord/new Lessor/s and the Lessee shall be attorned as the lessee of such transferee or transferees (the new owner/s) on the same terms and conditions as are contained herein. Such transfer in any manner of the Schedule Premises shall not affect the right of possession of the Lessee under this Deed. A letter of attornment shall be executed by the Lessor and the new owner/s addressed to the Lessee, to be duly acknowledged by the Lessee, confirming the new arrangement. Such new owner/s shall thereafter be liable to the Lessee for the refund of the Security Deposit, as per the terms of this Deed.

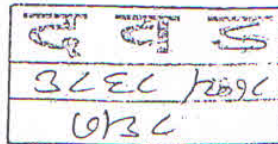
The Lessor will be entitled to seek rental discounting facility against the Rent under the Deed and or security of the Schedule Premises or any part thereof or mortgage the Schedule Premises or any part thereof. However, such creation of mortgage or taking rent/lease rent discounting shall be subject to the Lessee's lease hold rights on the Schedule Premises and Lessee's rights under this Lease will not be affected, including the right to full enjoyment and use of the Schedule Premises.

- 5.8 After expiry of the Lease Term, unless the Lessee purchases the Demised Premises or this Lease Deed is renewed under mutually agreed terms and conditions, the Lessee shall handover the vacant and peaceful possession of the Demised Premises to the Lessor and the Lessor shall refund the Security Deposit paid by the Lessee after adjusting any unpaid dues related to electricity, water or such other amenities as may have been provided by the Lessor.

6. **MONTHLY COMPENSATION/LEASE CHARGES AND SECURITY DEPOSIT**

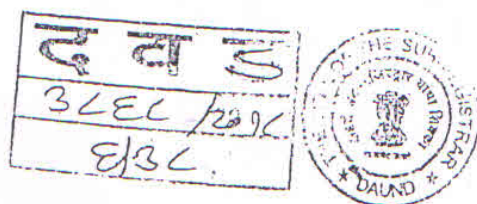
- 6.1 For the 1<sup>st</sup> phase Lessee agrees to pay Monthly Compensation for the first 3 (Three) years as under:
- Carpet area (where a carpet can come of classroom, staffroom, laboratory and library) @ Rs.22.50/-per sq. ft.
  - Carpet area (where a carpet can come of passage, lifts, toilets and staircase) @ Rs.12 per sq. ft.
  - Playground area @ Rs.2/- per sq. ft.
  - No rent will be charged for the Stilt and terrace area.





- 4.5 The Lessor shall construct a total carpet area of . 15000 (Fifteen Thousand only) square feet in Phase - II of the construction at his cost. The construction (civil work exterior and interior) shall be carried out in accordance with Annexure - 2 after incorporating all the specifications laid out in Annexure - 2 of this Lease Deed. The Phase - II possession shall be handed over to the Lessee as and when required by the Lessee. The Lessee shall intimate in advance to the Lessor on this.
- 4.7 A 3(Three) month's rent free period after completion of the construction (civil work exterior and interior) will be given to the Lessee for the interior designing of the Phase II of the school premises. This area can be given on lease only to the Lessee at the rate equal to the existing contractual rate of Phase - I prevailing at that time. The rent for Phase - II shall commence from 3 (Three) months from the date of signing of the possession letter or date of commencement of School academic years, whichever is later.
- 4.8 Any area constructed ahead of the contracted schedule can be offered for lease or sale only to the Lessee and at the existing contractual rate at that time. If the Lessee declines .To take possession ahead of the agreed upon schedule the Lessor is not free to use, Lease or sell the area for any purpose.
5. **LEASE TERM, LOCK - IN AND TERMINATION**
- 5.1 The term of lease of the Demised Premises shall be for a period of 30 (thirty) years commencing from 21, September 2018 ("Lease Term").
- 5.2 The Parties hereto agree that for an initial period of 15 years of the Lease Term the Lease Deed shall not be terminable and shall be considered as a compulsory lock in period ("Lock - in Period").Neither party will be entitled to terminate the Lease during this period. During this period the Parties shall be bound to perform their respective obligations.
- 5.3 In the event the Lessee terminates the Lease Deed during the Lock in Period, the Lessee shall be liable to pay to the Lessor the cumulative Monthly Compensation/Lease Charges for the remaining Lock in Period as damages.
- 5.4 During the Lock in Period if the Lessee commits any material Breach of the terms and conditions of this Agreement and fails to remedy the breach, in that situation the Lessor shall have the right to terminate this Lease Deed during the Lock - in Period by giving a notice of 180 (one hundred and eighty) days written notice to the Lessee.
- 5.5 The Lessor will freeze the balance floor space index ("FSI") of the Plot for a period of 15(fifteen) years starting from the date of this Lease Deed. After that the Lessor shall not construct any other structure on the Plot without express and prior written consent of the Lessee. The new construction will first be offered to the Lessee at the contractual rate. Only if the Lessee declines can the same be leased to any non-competing party with the Lessee.
- 5.6 After expiry of the Lease Term in case the Lessor desires to sell the Demised Premises, the Lessor shall make the first written offer of sale to the Lessee on such terms and conditions as decided by the Lessor. In case the Lessee fails to exercise this option or the Parties are unable to reach a consensus for a period of 30 (thirty) days from the date of offer being made by the Lessor, the Lessor





"Phase II" shall have the meaning ascribed to it in Recital D.

"Plot" shall have the meaning ascribed to it in Recital A.

### 3. GRANT OF LEASE

Subject to the Monthly Compensation/Lease Charges to be paid and the respective terms, conditions and covenants, to be observed and performed by the Lessee, the Lessor has granted lease of and has demised unto the Lessee, the Demised Premises and the Lessee has accepted the grant of the lease of the Demised Premises from the Lessor, in the manner and subject to and on the terms and conditions contained in this Lease Deed.

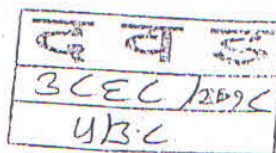
### 4. DEVELOPMENT OF THE DEMISED PREMISES

- 4.1 A constructed area of Approx 30000 (Thirty Thousand only) square feet shall be developed by the Lessor in 2(two) phases at its own cost, which shall comprise of the inside area of classroom, staffroom, laboratory, library, canteen, store room, conference room, any other room, passage on each floor, lift, toilets and staircases ("hereinafter referred to as the "Carpet Area"). The construction of all the three phases shall take place in the following manner:

Phase No.	Carpet Area in sq.ft.	Proposed Handover Date
Phase - I	Approx. 15000 Sq.Ft	15 April 2019
Phase - II	Approx. 15000 Sq.Ft	Lessee to decide and advice to the Lessor on the date.
Total Area	Approx. 30000 Sq.Ft	

In addition to the Carpet Area the Lessor shall also provide a total non - constructed open area equivalent to approx. 20000 (twenty thousand) square feet on the date of execution of this Lease Deed which shall be used by the Lessee for maintaining a playground, garden and other activities ("Non-constructed Area").

- 4.2 The Lessor shall construct a total carpet area approx. 15000 (Fifteen Thousand only) square feet in Phase - I of the construction at its cost. The construction (civil work exterior and interior) shall be carried out in accordance with Annexure -3 after incorporating all the specifications laid out in Annexure - 2 of this Lease Deed and handed over by 15 April 2019.
- 4.3 In the event the Lessor does not begin the construction of Phase - I on or before 1<sup>st</sup> December 2018 or if the construction of Phase - I is not completed by 15<sup>th</sup> April 2019, the Lessee shall have the option to take the possession not before 15<sup>th</sup> April 2020. No construction (civil work exterior and interior) to be carried out within the said plot by the Lessor after 15<sup>th</sup> April 2019 without the prior written consent of the Lessee.
- 4.4 A 3 (Three) month's rent free period after the completion of the construction (civil work exterior and interior) will be given to the Lessee for the interior designing of the school premises. The rent for Phase - I shall only commence from 3 (Three) months from the date of signing of the possession letter or date of commencement of School academic years, whichever is later.



headings and bold interfaces shall be ignored while construing the provisions of this Lease Deed;

- 1.7. Any reference to a clause, annexure, sub-clause, paragraph, sub-paragraph, schedule or recital is a reference to a clause, annexure, sub-clause, paragraph, sub-paragraph, schedule or recital of this Lease Deed;
- 1.8. Any reference to any statute shall be construed as including all statutory provisions consolidating, amending or replacing such statute, now existing, or in force hereafter;
- 1.9. The term, "including" shall mean "including, without limitation". The term "including" is only illustrative and not exhaustive;
- 1.10. Unless otherwise specified whenever any payment is to be made or action to be taken under this Lease Deed is required to be made or taken on a holiday, such payment shall be made or action taken on the immediately following day which is not a holiday; and
- 1.11. The schedules and annexure annexed to this Lease Deed form an integral part of this Lease Deed.

## 2. DEFINITIONS

In this Lease Deed, except to the extent the context otherwise requires:

"Applicable Law" shall mean any statute, law, regulation, ordinance, rule, judgment, notification, order, decree, bye-law, permits, licenses, approvals, consents, authorisations, government approvals, directives, guidelines, requirements or other governmental restrictions, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question, in effect as of the date of this Lease Deed.

"Building" means the building constructed under Phase I, Phase II, Phase III and any subsequent phases on the Plot as mentioned in Recital D.

"Demised Premises" shall have the meaning ascribed to it in Recital F.

"Lease Deed" shall mean the lease deed for the Demised Premises and any duly executed written modifications thereto as may be agreed between both the Parties from time to time.

"Lock in Period" shall have the meaning ascribed to it in Article 5.2 of this Lease Deed.

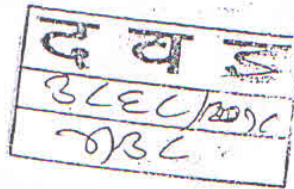
"Lease Term" shall have the meaning ascribed to it in Article 5.1 of this Lease Deed.

"Monthly Compensation/Lease Charges" shall have the meaning ascribed to it in Article 6.1 of this Lease Deed.

"Security Deposit" shall have the meaning ascribed to it in Article 6.7

"Phase I" shall have the meaning ascribed to it in Recital D.





Phase No.	Carpet Area in sq.ft.	Proposed Handover Date
Phase - I	Approx. 15000 Sq.Ft	15 April 2019
Phase - II	Approx. 15000 Sq.Ft	Lessee to decide and advice to the Lessor on the date.
Total Area	Approx. 30000 Sq.Ft	

(Phase - I, Phase - II, are hereinafter collectively referred to as the "Building"). Further, apart from development of the Building an area equivalent to Approx. 20000 (twenty thousand) square feet shall be used for playground, garden and other activities.

- E) Pursuant to the execution of the MOU the Lessor has initiated the construction of building (Phase 1) as per the specifications provided in this Lease Deed and is also providing Approx. 20000 Sq ft (twenty thousand) square feet open area for playground, garden and other activities.
- F) The Lessee has agreed to take the Plot and the Building (hereinafter collectively referred to as the "Demised Premises") on lease and the Lessor has agreed to grant the Demised Premises on the lease to the Lessee subject to and on the terms and conditions hereinafter agreed to between the Parties.

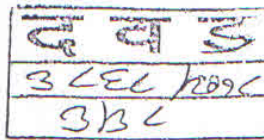
NOW THEREFORE IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES INTENDING TO BE BOUND LEGALLY, AGREE AS FOLLOWS:

**1. INTERPRETATION**

In this Lease Deed:

- 1.1. Recitals hereinabove mentioned shall be treated as and form a part of the operative part of this Lease Deed;
- 1.2. Unless the context otherwise requires, capitalized terms defined in this Lease Deed by inclusion in quotations and/or parenthesis have the meanings so ascribed;
- 1.3. The descriptive headings of the Clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this Lease Deed;
- 1.4. The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Lease Deed to any Person or Persons or circumstances as the context otherwise permits;
- 1.5. The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this Lease Deed mean and refer to this Lease Deed and not to any particular section of this Lease Deed;
- 1.6. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings; the





### LEASE DEED

This Lease Deed (the "Lease Deed") is made and executed at Daund on this 21<sup>st</sup> day of September, 2018 by and between;

**KIRAN DIGAMBAR FARATE** residing at Farate Galli Daund, hereinafter referred to as "Lessor" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, liquidators, administrators and permitted assigns) of the ONE PART;

AND

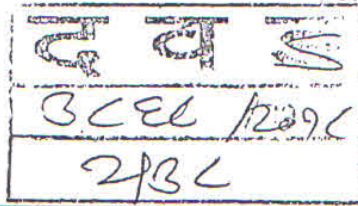
**PODAR CHARITY TRUST**, a Trust registered under the Trust Act having its head office at Podar Centre, 85, Chamarbaug Post office lane, Dr. Ambedkar road, Parel Mumbai - 440012 and acting through its authorised signatory **SHRI SURESH C RAMCHANDANI** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the Trustees for the time being and from time to time of the said Trust and the sole surviving Trustee and his/her executors or assigns) hereinafter referred to as the "Lessee".

The Lessor and the Lessee shall hereinafter be individually referred to as "Party" and collectively as "Parties".

#### **WHEREAS :-**

- A) The Lessor herein is the owner of and absolutely seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land lying, being and situated at Gat no. 107/1 admeasuring 65340 sq.ft., (i.e 6072.49 sq. mts) sq. ft. hereinafter referred to as the "Said Plot".
- B) The Lessee is an educational foundation set up for the purpose of running schools in a professional, modern and ethical manner. The Lessee has expressed its desire to take the Plot on lease basis for the purpose of setting up and running a primary and secondary level school and the Lessor has agreed to grant on 'lease' basis and handover the physical possession of the Plot to the Lessee for the said purpose of setting up and running a school on the Plot for a term of 30 (thirty) years and the Lessee is desirous of taking on lease the Plot, on the terms and conditions hereinafter mentioned.
- C) The Lessee has independently verified that the Lessor is the absolute owner of the Plot and has also perused all the original documents, deeds and writings in relation to the Plot and has satisfied itself that the Lessor has clear and marketable title to the Plot free from encumbrances.
- D) In relation to the aforesaid the Parties entered into a Letter of Intent (LOI)/ memorandum of understanding on 2<sup>nd</sup> Day of August 2018 ("MOU") to capture the intent of executing this Lease Deed. Pursuant to the execution of the MOU, the Lessor has agreed to construct a building at his own cost in 2 (Two) phases in the following manner as set out in the table below:

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 2109201806268	Date 21/09/2018
Received from KIRAN DIGAMBAR FARATE, Mobile number 9840683433, an amount of Rs.760/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office S.R. Dhaund of the District Pune Gramin.	
Payment Details	
Bank Name CBIR	Date 21/09/2018
Bank CIN 10004152018092104846	REF No. 1621918252
This is computer generated receipt, hence no signature is required.	





CHALLAN  
MTR Form Number-6

DAUND



GRN	MH006349099201819E	BARCODE	Date		21/09/2018-13:07:16	Form ID	36
Department	Inspector General Of Registration		Payer Details				
Type of Payment	Stamp Duty	TAX ID (If Any)					
	Registration Fee	PAN No.(If Applicable)					
Office Name	DND_DHAUND SUB REGISTRAR		Full Name	KIRAN DIGAMBAR FARATE			
Location	PUNE		Flat/Block No.	GAT NO.107/1			
Year	2018-2019 One Time		Premises/Building				
Account Head Details		Amount In Rs.	Road/Street	SONWADI			
0030046401 Stamp Duty		2551100.00	Area/Locality	DAUND			
0030063301 Registration Fee		30000.00	Town/City/District				
			PIN	4 1 3 8 0 1			
			Remarks (If Any)				
			SecondPartyName=PODAR	CHARITY			
			TRUST-CA=30-Marketval=70862560				
			Amount In	Twenty Five Lakh Eighty One Thousand One Hundred R			
Total		25,81,100.00	Words	upees Only			
Payment Details			FOR USE IN RECEIVING BANK				
CENTRAL BANK OF INDIA			Bank CIN	Ref. No.	02810672018092174440	1621914519	
Cheque-DD Details			Bank Date	RBI Date	21/09/2018-13:07:39	Not Verified with RBI	
Cheque/DD No.							
Name of Bank			Bank-Branch	CENTRAL BANK OF INDIA			
Name of Branch			Scroll No. , Date	Not Verified with Scroll			

Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : 9840683433  
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