

3/14746

पावती

Original/Duplicate

Friday, December 02, 2016

नोंदणी क्र. :39म

3:53 PM

Regn.:39M

पावती क्र.: 16898

दिनांक: 02/12/2016

गावाचे नाव: येरवडा

दस्तऐवजाचा अनुक्रमांक: हवल3-14746-2016

दस्तऐवजाचा प्रकार : लीजडीड

सादर करणाऱ्याचे नाव: लिहून घेणार- के. रहेजा कॉर्प प्रायव्हेट लिमिटेड तर्फे अधिकृत सही करणार श्री.
अनिल - माथुर

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1500.00

पुण्याची संख्या: 75

एकूण:

रु. 31500.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
4:08 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक, हवेली-३

बाजार मूल्य: रु.397549099 /-

मोबदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 17891500/-

सह दुय्यम निबंधक (वर्ग-२)
हवेली-३, पुणे.

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

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH006234198201617E दिनांक: 02/12/2016

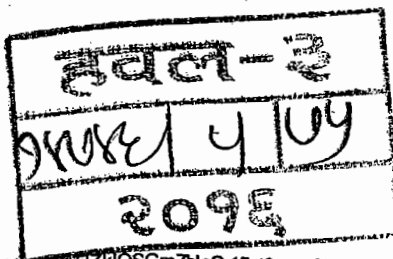
बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु. 1500/-

Payment Successful. Your Payment Confirmation Number is 106211117

CHALLAN			
MTR Form Number - 6			
GRN NUMBER	MH006234198201617E	Form ID : 0	Date: 25/11/2016 12:15:53
Department		Inspector General Of Registration	
Barcode			
Receipt Type	Registration Fee/Ordinary Collections IGR	Payee Details	
Office Name	HVL1_HAVELI NO1 SUB REGISTRAR Location	Dept. ID (If Any)	
Year	Period: From : 01/10/2014 To : 31/03/2019	PAN No. (If Applicable) AABTN2669K	
Object		Full Name	
0030063301 Ordinary Collections IGR	Amount in Rs. 30000.00	Noble Foundation	
	0.00	Flat/Block No. S No 144 CTS No 2648	
	0.00	Premises/ Bldg S No 145 CTS No 2649	
	0.00	Road/Street, Unit No 1,2,3,4,5,6&8	
	0.00	Area /Locality Amenity Bldg Yerwada Pune	
	0.00	Town/ City	
	0.00	District	
	0.00	PIN 4 1 1 0 0 6	
	0.00	Remarks (If Any) :	
	0.00	SecondPartyName=K Raheja Corp Private Limited~	
	0.00	Amount in words	
	0.00	Rupees Thirty Thousand Only	
Total	30000.00	FOR USE IN RECEIVING BANK	
Payment Details:IDBI NetBanking Payment ID : 106211117		Bank CIN No : 69103332016112511166	
Cheque- DD Details:		Date 25/11/2016 12:15:53	
Cheque- DD No.		Bank-Branch	
Name of Bank	IDBI BANK	Scroll No.	
Name of Branch			

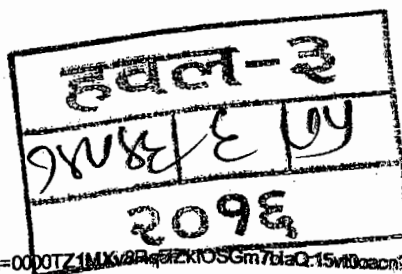
Print



Payment Successful. Your Payment Confirmation Number is 106211932

CHALLAN			
MTR Form Number - 6			
GRN NUMBER	MH006234621201617E	Barcode	Date: 25/11/2016 12:21:15
Department	Inspector General Of Registration	Payee Details	
Receipt Type	Stamp Duty/Sale of Non Judicial Stamps IGR Rest of Maha	Dept. ID (If Any)	
Office Name	HVLI_HAVELI NO1 SUB REGISTRAR Location	PAN No. (If Applicable)	AABTN2669K
Year	Period: From : 01/10/2014 To : 31/03/2099	Full Name	Noble foundation
Object	Amount in Rs.	Flat/Block No.	S No 144 CTS No 2648
0030046401 Sale of Non Judicial Stamps IGR Rest of	99000000.00	Premises/ Bldg	S No 145 CTS No 2649
	0.00	Road/Street, Area /Locality	Unit No 1,2,3,4,5,6,&8, Amenity Bldg Yerwade Pune
	0.00	Town/ District	
	0.00	PIN	4 1 1 0 0 6
	0.00	Remarks (If Any) :	
	0.00	SecondPartyName=K Raheja Corp Private Limited~	
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
Total	99000000.00	Amount in words	Rupees Ninety Nine Lakhs Only
Payment Details:IDBI NetBanking		FOR USE IN RECEIVING BANK	
Payment ID : 106211932		Bank CIN No : 69103332016112511215	
Cheque- DD Details:		Date	25/11/2016 12:21:15
Cheque- DD No.		Bank-Branch	
Name of Bank	IDBI BANK	Scroll No.	
Name of Branch			

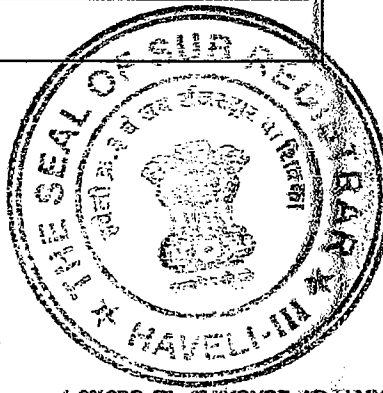
Print



Payment Successful. Your Payment Confirmation Number is 106211776

CHALLAN			
MTR Form Number - 6			
GRN NUMBER	MH006234425201617E	Form ID : 3625/11/2016	Date: 12-20:07
Department		Inspector General Of Registration	
Barcode			
Receipt Type	Stamp Duty/Sale of Non Judicial Stamps IGR Rest of Maha	Payee Details	
Office Name	HVLI_HAVELI NO1 SUB REGISTRAR Location	Dept. ID (If Any)	
Year	Period: From : 01/10/2014 To : 31/03/2099	PAN No. (If Applicable)	AABTN2669K
		Full Name	Noble Foundation
Object	Amount in Rs.	Flat/Block No.	S No 144 CTS No 2648
0030046401 Sale of Non Judicial Stamps IGR Rest of	7991500.00	Premises/ Bldg	S No 145 CTS No 2649
	0.00	Road/Street, Area /Locality	Unit No 1,2,3,4,5,6,&8 Amenity Bldg Yerwada Pune
	0.00	Town/ District	
	0.00	PIN	4 1 1 0 0 6
	0.00	Remarks (If Any) :	
	0.00	SecondPartyName=K Raheja Corp Private Limited~	
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
Total	7991500.00	Amount in words	Rupees Seventy Nine Lakhs Ninety One Thousand Five Hundred Only
Payment Details:IDBI NetBanking		FOR USE IN RECEIVING BANK	
Payment ID : 106211776		Bank CIN No : 69103332016112511205	
Cheque- DD Details:		Date	
Cheque- DD No.		25/11/2016 12:20:07	
Name of Bank	IDBI BANK	Bank-Branch	
Name of Branch		Scroll No.	

हवल-३
209E





03/12/2016

सूची क्र.2

दुय्यम निबंधक : सह. कु.नि. हवेली 3

दस्त क्रमांक : 14746/2016

नोंदणी :

Regn:63m

गावाचे नाव : 1) येरवडा

(1) विलेखाचा प्रकार लीजडीड
 (2) मोबदला 0
 (3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) 397549099



(4) भू-आपण, मोडहिस्सा व धरक्रमांक (असल्यास)

1) वास्तिकेचे नाव: पुणे ज.न.पा. इतर वर्णन : इतर माहिती: गाव मोजे येरवडा, ता. हवेली जि. पुणे (चि. क्र. 30/403.3) येथील जमीन/प्लॉट सर्व्हे नं. 144/सिटी सर्व्हे नं. 2648 आणि सर्व्हे नं. 145/सिटी सर्व्हे नं. 2649 यासी क्षेत्र 5195.95 चौ.मी. यापैकी 84.02% हिस्सा म्हणजे क्षेत्र 4365.64 चौ.मी. आणि त्यावरील अंमेली बिल्डींगचे झालेले बांधकाम अ) पहिल्या मजल्यावरील युनिट नं. 1, 2, 3, 4, 5, 6 व 8 यासी क्षेत्र 1364.36 चौ. मी. कारपेट व दुसऱ्या मजल्यावरील क्षेत्र 2517.37 चौ. मी. कारपेट क) तिसऱ्या मजल्यावरील क्षेत्र 1880.71 चौ. मी. कारपेट याप्रमाणे एकूण बांधकाम क्षेत्र 5762.60 चौ.मी. कारपेट ही मिळकत लीज मुदत 30 वर्षे ((Survey Number : 144 ;))

(5) क्षेत्रफळ

1) 5762.60 चौ.मी.दर

(6) आकारणी किंवा जुडी देण्यात आसेल तेव्हा.

(7) दस्तऐवज करून देणाऱ्या/लिहून ठेवणाऱ्या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.

1): नाव:- लिहून देणारा मोबल फौंडेशन, प्रबलिक चॅरिटेबल ट्रस्ट तर्फे अधिकृत ट्रस्टी श्री. विस्पी जे. वेसुना वयः 56; पत्ता:- प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, ब्लॉक नं: व्दारा विन्ध्योर हाय. मोदीलाल-नगर-1, शीरंग साबडे मार्ग, ऑफ लिंक रोड, गोरेगाव (प.) मुंबई, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400104 पॅन नं:-AABTN2669K

(8) दस्तऐवज करून देणाऱ्या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता

1): नाव:- लिहून देणारा के. इहेजा कॉर्पे प्रायव्हेट लिमिटेड तर्फे अधिकृत सही करणारा श्री. अनिल - माधुर वय:-51; पत्ता:-, -, प्लॉट नं. सी-30, ब्लॉक जी, एसआयडीबीआय समोर, बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा (प) मुंबई, -, बांद्रा(ईस्ट), MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400051 पॅन नं:-AAACP0522B

(9) दस्तऐवज करून दिल्याचा दिनांक

30/11/2016

(10) दस्त नोंदणी केल्याचा दिनांक

03/12/2016

(11) अनुक्रमांक, खंड व पृष्ठ

14746/2016

(12) बाजारभावाप्रमाणे मुद्रांक शुल्क

17891500

(13) बाजारभावाप्रमाणे नोंदणी शुल्क

30000

(14) शेष

मी वाचली सदर नक्कल श्री. इमिड मधुसूद
 मी रुजवात घेतली यास त्यांचे तारीख 30/11/2016
 असलेल वरहुकुम नक्कल चे दस्तासोवत 20/12/2016
 मी दिली तारीख 31/12/2016

सह. दुय्यम निबंधक (वर्ग-2)
 हवेली क्र.-3

मुल्यांकनासाठी विचारता येतसेला तपशील:-

मुद्रांक शुल्क आकारणाना दिखडलेला within the limits of any Municipal Corporation or any Cantonment area annexed to it.

अनुच्छेद :-

MTR Form Numbers:

Form ID

Payer Details

[illegible]

LEASE DEED

This Lease Deed (hereinafter referred to as "**this Deed**") is made and executed at Pune on this 20th day of November, 2016

BY AND BETWEEN

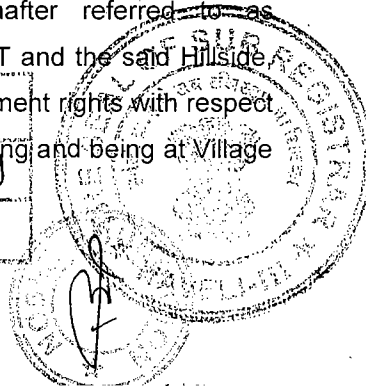
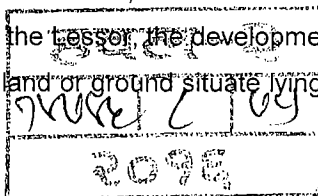
K. RAHEJA CORP PRIVATE LIMITED, a Company incorporated under the provisions of Companies Act, 1956 having its registered office at Plot No. C-30, Block 'G', Opp. SIDBI, Bandra Kurla Complex, Bandra (E), Mumbai- 400051, hereinafter referred to as "**Lessor**" (which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the **FIRST PART**;

AND

NOBLE FOUNDATION, a Public Charitable Trust registered under the provisions of The Maharashtra Public Trusts Act, 1950 registered with The Office of the Charity Commissioner, Maharashtra, Mumbai [Registration No.E-26225 dated 10.11.2009], represented by its authorised Trustee Mr. Vispi J. Vesuna and having its registered office at C/o Vibgyor High, Motilal Nagar-I, Srirang Sabde Marg, Off-Link Road, Goregaon (w), Mumbai 400104 hereinafter referred to as "**Lessee**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Trustees for the time being constituting the Trust, survivors of them and their successors in office from time to time) of the **OTHER PART**;

WHEREAS:

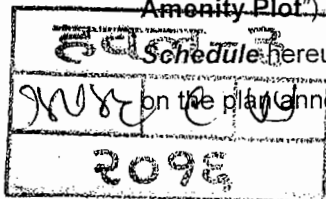
- A. By and under a Development Agreement dated 27th October 2004, registered with the Sub-Registrar of Assurances at Haveli - 8 under Sr. No. 8008 of 2004, (hereinafter referred to as "**said Development Agreement**"), made by and between (i) the Trustees of Mukund Bhavan Trust (hereinafter referred to as "**MBT**") on behalf of the MBT, (ii) Hillside Construction Company Private Limited (hereinafter referred to as "**Hillside**") and (iii) the Lessor herein, the said MBT and the said Hillside granted to and in favour of the Lessor, the development rights with respect to the pieces or parcels of land or ground situate lying and being at Village



Yerwada within the Registration Sub-District of Pune City, District Pune and within the limits of the Municipal Corporation of Pune bearing Survey No. 144 and City Survey No.2648 admeasuring 19 Acres and 16 Gunthas equivalent to 78531 square meters and Survey No.145 and City Survey No.2649 admeasuring 16 Acres and 26 Gunthas equivalent to 67,398 square meters aggregating to 36 acres 2 Gunthas equivalent to 1,45,929 square meters as per revenue records, however after actual survey the same was ascertained to admeasure 1,03,940 square meters, in the aggregate (hereinafter referred to as "**the said Larger Lands**"), at and for the consideration and on the terms and conditions as contained therein.

B. Various sub plots and one amenity plot were notionally demarcated on the Larger Lands in furtherance of the development thereof. In pursuance of the said Development Agreement, the Lessor has constructed various multi storied Buildings (being Building Nos. 1 to 8) on the notionally demarcated sub plots and also an amenity building on the notionally demarcated amenity plot in accordance with the layout and plans sanctioned by the Pune Municipal Corporation (hereinafter referred to as "**the PMC**"). The Lessor has set up an Information Technology (hereinafter referred to as "**IT**") Park on a part of the said Larger Lands and/or in the multi storied Buildings constructed, in accordance with the IT Policy of the State of Maharashtra; and the Lessor has been marketing the units and the premises in such multi storied buildings on its own account and to its own benefit, in accordance with the terms of the said Development Agreement read with certain subsequent modifications /documents executed and registered from time to time.

C. A notionally demarcated sub-plot admeasuring 5,195.95 square meters forming part of the Larger Lands bearing Survey Nos. 144 and 145 and bearing CTS Nos. 2648 and 2649 of Village Yerwada, Taluka Haveli (Pune) and District Pune was earmarked as an amenity plot lying being and situate at Samarat Ashoka Path, Yerwada, Pune, (hereinafter referred to as "**the Amenity Plot**"). The Amenity Plot is more particularly described in the **First Schedule** hereunder written and is shown as marked in red colour shades on the plan annexed hereto and marked as **Annexure 'A'**.



D. The Lessor from time to the plans ap comprising c upper floors *hereinafter*) attached to **Amenity Bu** obtained frc referred to OCC/0918/2 copy of the s marked as Lessee that remainder o

E. By virtue of the Sub-Reg (ii) 2 (two) I with the Sut of 2015 and Lessor here Plots nos. interest in th the said Lar the said Am Building cor

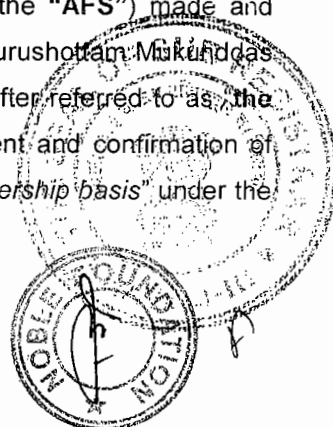
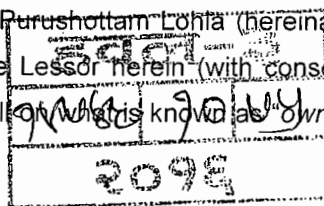
F. By and unde Joint Sub-R Sr. No.348 executed be Lohia and M Unit Purch MBT) has a

District Pune and bearing Survey No. and 16 Gunthas and City Survey equivalent to 67,398 equivalent to 1,45,929 actual survey the e meters, in the ands"), at and for tained therein.

emarcated on the n pursuance of the cted various multi onally demarcated nally demarcated sanctioned by the "the PMC"). The after referred to as n the multi storied y of the State of e units and the unt and to its own pment Agreement ts executed and

5 square meters 144 and 145 and uka Haveli (Pune) being and situate eferred to as "the ccribed in the **First** ed colour shades

- D. The Lessor has in accordance with the approvals obtained by the Lessor from time to time from the PMC and other concerned authorities and as per the plans approved by the PMC, constructed on the Amenity Plot, a building comprising of stilts on ground level for parking and services plus 3 (three) upper floors which are to be used for permitted amenity use (*elaborated hereinafter*) (along with exclusive terrace areas on the 3rd floor which are attached to the units on the third floor) (hereinafter referred to as "**the Amenity Building**"). The Lessor has applied to the PMC and has already obtained from the PMC, the part Occupation Certificate (hereinafter referred to as "**OC**") dated 26th September, 2013, bearing No. OCC/0918/2013 for the entire first floor area of the said Amenity Building. A copy of the said part OC dated 26th September, 2013 is hereto annexed and marked as **Annexure 'B'**. The Lessor has further represented to the Lessee that the Lessor has applied for and shall obtain the OC for the remainder of the Amenity Building as provided hereinafter.
- E. By virtue of (i) a Deed of Conveyance dated 25th June 2013 registered with the Sub-Registrar of Assurances at Haveli – 11 under Sr. No. 4663 of 2013; (ii) 2 (two) Deeds of Conveyance both dated 9th October 2015 registered with the Sub-Registrar of Assurances at Haveli-18 under Serial Nos. 8123 of 2015 and 8124 of 2015 respectively executed between the MBT and the Lessor herein, the Lessor has become the absolute Owner of building Sub Plots nos. 1,3,4,5,6,7 and 8 alongwith 88.16% undivided right, title and interest in the utility areas, open spaces, and area under internal roads in the said Larger Lands, and the 88.16% undivided right, title and interest in the said Amenity Plot as well as to 88.16% of the premises in the Amenity Building constructed thereon.
- F. By and under an Agreement dated 31st December 2013 (registered with the Joint Sub-Registrar of Assurances at Haveli –23, on 29th April 2014 under Sr. No.3481 of 2014) (hereinafter referred to as the "**AFS**") made and executed between the Lessor, MBT and one Mr. Purushottam Mukunddas Lohia and Mrs. Manju Purushottam Lohia (hereinafter referred to as, **the Unit Purchasers**"), the Lessor herein (with consent and confirmation of MBT) has agreed to sell on which is known as "**ownership basis**" under the



provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 to the said Unit Purchasers, a unit bearing no. 7 admeasuring 238.52 square meters (carpet area) on the first floor of the said Building together with the benefit of use of 3 car parking spaces (at the ground floor level) at and for the consideration payable by the Unit Purchasers to the Lessor and in the manner as set out therein. As per the terms of the said AFS, the Unit Purchasers are entitled to get from the Lessor, conveyance (in the form of Deed of Apartment) in respect of the said Unit No.7 with proportionate undivided right, title and interest in the said Amenity Plot and also in the common areas and facilities in the said Building and the said Amenity Plot in the manner more particularly set out therein.

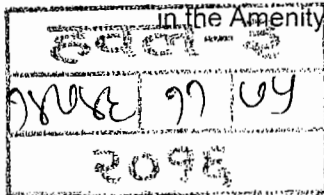
(i)

(ii)

- G. By virtue of the above recited documents/antecedents, (a) the Lessor is the owner of 84.02 % premises in the Amenity Building (with exclusive use of open terrace attached thereto on the third floor), together with proportionate right to use the common areas in the said Amenity Building and the undivided right, title and interest in the Amenity Plot in proportion to its abovementioned premises; (b) MBT is the owner of 11.84% premises in the Amenity Building together with proportionate right to use the common areas in the said Amenity Building and the undivided right, title and interest in the Amenity Plot in proportion to its abovementioned premises; and (c) the Unit Purchasers are the owners of the 4.14% premises in the Amenity Building together with proportionate right to use the common areas in the said Amenity Building, and they have right to obtain (from the Lessor) the conveyance of proportionate undivided right, title and interest in the Amenity Plot in proportion to their abovementioned premises.

(iii)

- H. Thus the Lessor, the MBT and the Unit Purchasers are entitled to the units in the Amenity Building as per the following details:

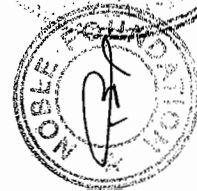
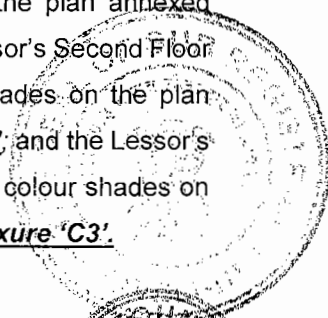
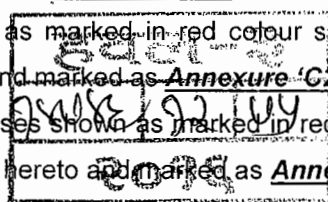


(Regulation of the
transfer) Act, 1963 to
measuring 238.52 square
together with the
floor level) at and for
the Lessor and in the
said AFS, the Unit
tyance (in the form of
7 with proportionate
Plot and also in the
e said Amenity Plot in

(a) the Lessor is the
with exclusive use of
er with proportionate
ty Building and the
t in proportion to its
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- (i) MBT is entitled to Unit No. 10 on the first floor of the Amenity Building admeasuring 635.78 square meters or thereabouts together with 11.84% undivided right, title and interest in to and upon the Amenity Plot and in the common areas and facilities in the Amenity Building (hereinafter referred to as **"the MBT's Premises"**);
- (ii) The Unit Purchasers are entitled to Unit No. 7 on the first floor of the Amenity Building admeasuring 238.52 square meters or thereabouts together with 4.14% undivided right, title and interest in to and upon the Amenity Plot and in the common areas and facilities in the Amenity Building (hereinafter referred to as **"the Unit Purchasers' Premises"**); and
- (iii) The Lessor herein is entitled to all other units in the Amenity Building (save and except the unit nos. 7 and 10 on the first floor) together with 84.02% undivided right, title and interest in to and upon the Amenity Plot and in the common areas and facilities in the Amenity Building (hereinafter referred to as **"the Lessor's Premises"**). The Lessor's Premises comprise of constructed premises bearing unit nos. 1,2,3,4,5,6 & 8 on the first floor admeasuring in the aggregate 1,364.36 square meters carpet area (hereinafter referred to as **"the Lessor's First Floor Premises"**); and all premises on the entire second floor admeasuring 2,517.37 square meters carpet area (hereinafter referred to as **"the Lessor's Second Floor Premises"**); and all premises on the entire third floor admeasuring 1,880.71 square meters carpet area (hereinafter referred to as **"the Lessor's Third Floor Premises"**). The Lessor's First Floor Premises shown as marked in red colour shades on the plan annexed hereto and marked as **Annexure 'C1'**; the Lessor's Second Floor Premises shown as marked in red colour shades on the plan annexed hereto and marked as **Annexure 'C2'**; and the Lessor's Third Floor Premises shown as marked in red colour shades on the plan annexed hereto and marked as **Annexure 'C3'**.



- I. The Lessor has further represented to the Lessee that the premises in the said Building can presently be used only for Amenity uses such as hospital, school library, museum, recreational sports activity, post office, nursery, market, gymnasium etc. (hereinafter referred to as "**the Permitted Amenity Use**") as noted/written on the plans approved by PMC.
- J. The Lessee is engaged, inter alia, in establishing and operating/managing schools and educational institutions. The Lessee being in need of premises for establishing a school/educational institution for imparting education, has approached the Lessor, MBT and the Unit Purchasers and expressed its desire to take on Lease, the entire Amenity Plot and the entire Amenity Building and the Lessor, MBT and the Unit Purchasers have agreed to demise unto the Lessee on a leasehold basis their respective share/premises in the entire Amenity Plot and the Amenity Building. Accordingly, vide this Deed the Lessor is demising unto and in favour of the Lessee the Lessor's First Floor Premises and the Lessor's Second Floor Premises and the Lessor's Third Floor Premises admeasuring in the aggregate 5,762.45 square meters carpet area together with the Lessor's undivided interest in the entire Amenity Plot viz. 84.02% of the entire Amenity Plot (hereinafter collectively referred to as "**the Demised Premises**"). The Demised Premises are more particularly described in Part A (*Lessor's First Floor Premises* together with proportionate undivided interest in the Amenity Plot) and Part B (*Lessor's Second Floor Premises* together with proportionate undivided interest in the Amenity Plot) and part C (*Lessor's Third Floor Premises* together with proportionate undivided interest in the Amenity Plot) of the **Second Schedule** hereunder written.
- K. The Lessor has agreed to grant the lease of the Demised Premises as per the warm shell specifications and in the condition set out in **Annexure 'D'** hereto and the Lessee has agreed to take the same on lease, as per the terms and conditions contained hereunder.
- L. Simultaneously with execution of this lease, (i) MBT and (ii) the Unit Purchasers have also separately granted leases in respect of their respective premises referred above along with their undivided rights in respect of the Amenity Plot in favour of the Lessee on similar terms and

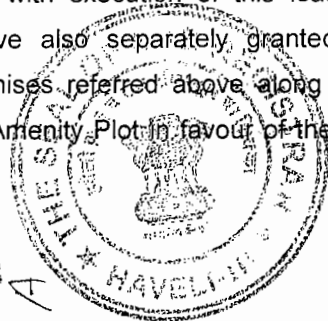
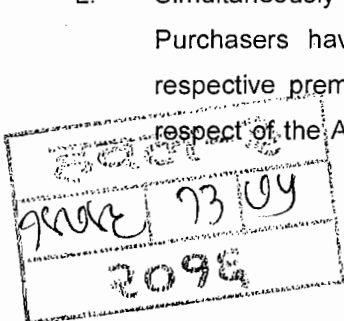
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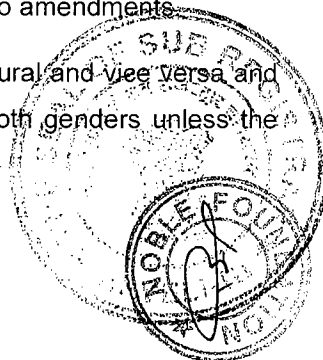
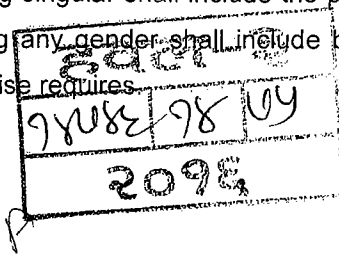
conditions and in the manner as set out in the separate lease deeds
executed by and between them, such that pursuant to the execution of this
Lease Deed as well as such other lease deeds, the Lessee will be entitled
on a leasehold basis to all premises in the Amenity Building together with
the entire Amenity Plot together with the exclusive rights to use all parking
spaces in the stilt/ground level of the Amenity Building along with the
exclusive rights to use common areas in the Amenity Building and the
Amenity Plot.

- M. Each of the Parties hereto confirm and declare that they have the
necessary authority and powers and also the requisite approvals to enter
into and execute these presents and that each of the signatories to these
presents are duly constituted and fully authorized to enter into and execute
these presents.

**NOW THIS LEASE DEED WITNESSETH AND IT IS HEREBY AGREED BY
AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. INTERPRETATION

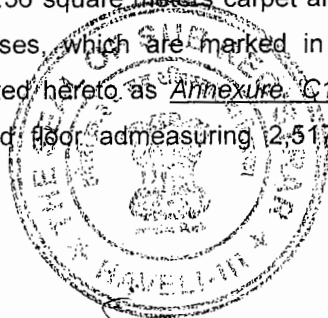
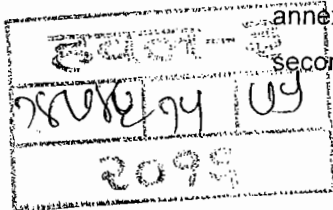
- 1.1 Any express reference to an enactment or statute or legislation
(which includes any legislation or Applicable Law in any jurisdiction)
includes references to that enactment as re-enacted, amended,
extended or applied by or under any other enactment before or after
the date of this Deed.
- 1.2 All references to an "agreement" or "document" shall be construed as
a reference to such agreement or document (including all schedules
and/or annexures thereto) as the same may have been amended,
varied, supplemented or novated in writing at the relevant time in
accordance with the requirements of such agreement or document
and, if applicable, of this Deed with respect to amendments.
- 1.3 Words denoting singular shall include the plural and vice versa and
words denoting any gender shall include both genders unless the
context otherwise requires.



- 1.4 The headings, subheadings, titles, subtitles to Clauses, Sub-Clauses and paragraphs are for information only, shall not form part of the operative provisions of this Deed and shall be ignored in construing the same.
- 1.5 The terms mentioned in and the contents of the Recitals, Schedules and Annexures to this Deed shall take effect as if set out in the operative part of this Deed; and any references to this Deed shall include such Recitals, Schedules and Annexures.
- 1.6 References to "Clauses", "Recitals", "Schedules" and "Annexures" are references to the clauses, recitals, schedules and annexures respectively of this Deed.
- 1.7 Any reference to "writing" includes printing, typing, lithography and other means of reproducing words in permanent visible form.
- 1.8 The terms "include" and "including" shall always be deemed to mean "include without limitation".
- 1.9 The provisions of this Clause [1] shall apply unless the contrary intention appears.

2. GRANT OF LEASE:

- 2.1 Subject to the payment of Lease Rent as hereby reserved to be paid by the Lessee to the Lessor as provided hereinafter and on the terms, conditions and covenants herein contained, the Lessor hereby grants to the Lessee, lease of the Demised Premises as more particularly described in Parts A, B and C of the Second Schedule hereunder written viz. (i) the duly constructed premises bearing unit nos. 1,2,3,4,5,6 & 8 on the first floor admeasuring in the aggregate 1,364.36 square meters carpet area (being the Lessor's First Floor Premises, which are marked in red colour shades on the plan annexed hereto as Annexure C1'); (ii) all premises on the entire second floor admeasuring 2,517.37 square meters carpet area



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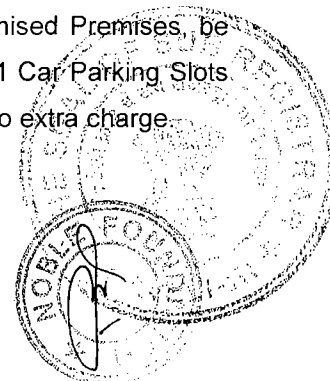
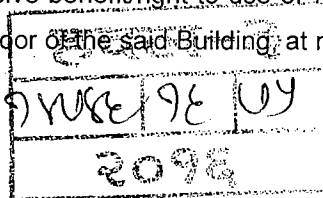
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(being the Lessor's Second Floor Premises, which are marked in red colour shades on the plan annexed hereto as Annexure 'C2'), (iii) all premises on the entire third floor admeasuring 1,880.71 square meters carpet area (being the Lessor's Third Floor Premises, which are marked in red colour shades on the plan annexed hereto as Annexure 'C3') in the Amenity Building constructed on the Amenity Plot (as described in the First Schedule hereunder written), and (iv) together with the Lessor's undivided right, title and interest of 84.02% in to and upon the Amenity Plot viz. notionally demarcated land admeasuring 5,195.95 square meters bearing Survey Nos. 144 and 145 and bearing CTS Nos. 2648, and 2649 of Village Yerwada, Taluka Haveli (Pune) and District Pune lying being and situate at Samarat Ashoka Path, Yerwada, Pune, and shown as marked in red colour shades on the plan annexed hereto and marked as Annexure 'A' along with the exclusive right to use and enjoy the proportionate common areas and facilities in the Amenity Building on and subject to the terms and covenants set out herein.

2.2 It is clarified that the term the "carpet area" as the same appears herein, comprises of all covered areas which shall be in the exclusive use of the Lessee (for respective uses as sanctioned by the PMC) including but not limited to exclusive lobbies service areas, toilets, AHU's rooms, columns, balconies and any other area which are enclosed for exclusive use of the Lessee, but excluding the area of open terrace (if any) attached to the premises.

2.3 The Lessee shall by virtue of this lease of Demised Premises, be entitled to the exclusive benefit/right to use of 71 Car Parking Slots situated on ground floor of the said Building at no extra charge.

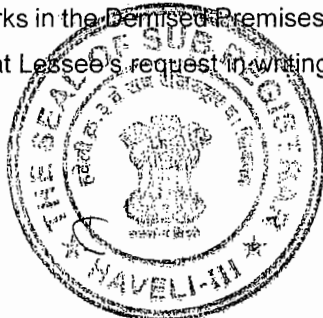
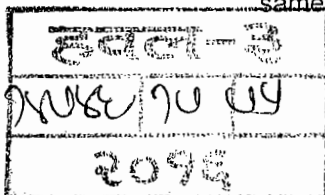


3. USER :

The Demised Premises shall be used by the Lessee only for the purposes of operating and managing a school or an institute for imparting education or for any other lawful use as may be permissible under the regulations in force from time to time relating to amenity plots, and subject to and in accordance with the permissions granted by the concerned authorities.

4. HANDOVER AND FIT OUT WORK:

- 4.1 Upon execution and registration of this Deed, the Lessor shall hand over possession of the Demised Premises, to the Lessee on 24th September 2016 (hereinafter referred to as "**the Handover Date**") with specification and in the handover condition set out in Annexure 'D' hereto, subject to the negative covenant of Lessee not to use or occupy any part or portion thereof unless and until the occupation certificate is obtained in respect thereof. The Lessee shall be entitled to carry out the fit out works in respect of the Demised Premises prior to Lease Rent Commencement Dates more particularly mentioned hereinafter.
- 4.2 The Lessee shall be entitled to carry out the fit out work in the Demised Premises, at its own cost, charges, expense, risk and responsibility and by obtaining necessary permissions if required, (including Fire NOC) from local authorities with respect to the fit out work. The Lessor hereby grants its consent and no objection to the Lessee to carry out all fit out work in to and upon the Demised Premises as per the requirements of the Lessee. Further, in the event if any authorities (for the purposes of grant of permissions to carry out such fit out works) insist on any no objection or consent to be obtained from the Lessor or MBT or the Unit Purchasers, in order to enable the Lessee to obtain permissions for carrying out such fit out works in the Demised Premises, then the Lessor shall provide the same at Lessee's request in writing.

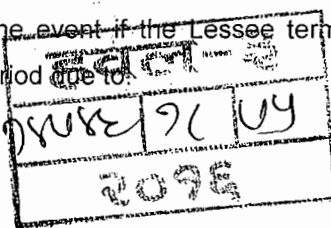


5. LEASE TERM

- 5.1 The Lease term shall be for a period of (hereinafter referred to as "**the Lease term**") Handover Date to the Lessee commencing from the Handover Date to the Demised Premises for a period of (hereinafter referred to as "**the Lease term**") and the Lease term shall be for a period of (hereinafter referred to as "**the Lease term**") terms.
- 5.2 The Lease term shall be for a period of (hereinafter referred to as "**the Lease term**") Force Majeure Build up July, Demised Premises assu with for o
- 5.3 The Lease term shall be for a period of (hereinafter referred to as "**the Lease term**") caus Peri Lease on a the Lease term to p is h havi and HOI duri

5. LEASE TERM, LOCK IN PERIOD AND COMMENCEMENT DATE:

- 5.1 The Lease granted hereunder shall be for a period of 30 years (hereinafter referred to as "**the Lease Term**") commencing from the Handover Date of the Demised Premises i.e. 24th September, 2016. Lessee agrees and covenants that notwithstanding the commencement of this lease of the Demised Premises from the Handover Date, the Lessee shall not use and occupy the portion of Demised Premises situated at second floor and third floor of the said Amenity Building, till the time Lessor obtains OC in respect thereof and hands over a copy thereof to Lessee in accordance with the terms of this Lease Deed.
- 5.2 The Lessor has assured the Lessee that the Lessor shall subject to Force Majeure, obtain the OC in respect of the entire Amenity Building (hereinafter referred to as "**the Full OC**") on or before 1st July, 2018. It is clarified that the Lessee has agreed to acquire the Demised Premises on lease *inter alia* on the basis of such assurances by the Lessor. The Lessee may at its discretion (and without being obliged to do so) permit additional time to the Lessor for obtaining the Full OC.
- 5.3 The Lessee shall not be entitled to terminate this Deed (without any cause) till 31st of August, 2027 (hereinafter referred to as "**Lock-in Period**"). During the Lock-in Period, (i) if the Lessee terminates this Lease out of its own volition; or (ii) if the Lessor terminates this Lease on account of occurrence of a Termination Event in accordance with the provisions of Clause [13.1] hereof, then the Lessee shall be liable to pay to the Lessor, rent for unexpired Lock-in Period (which liability is hereby admitted and agreed by the Lessee to be reasonable having regard to all facts and circumstances, including the quantum and rate of Lease Rent agreed by the Lessor) **PROVIDED HOWEVER** that in the event if the Lessee terminates this Lease during the Lock-in Period due to:



- 5.3.1 any breaches of the terms and conditions hereof by the Lessor whereby the Lessee's entitlement to use, occupy and possess the Demised Premises is jeopardized or prejudicially effected or as a result whereof, the Lessee is not able to effectively carry on its operations and activities from the Demised Premises, and which breaches are not rectified by the Lessor despite a notice of 30 (thirty) days being issued by the Lessee to the Lessor, calling upon the Lessor to rectify such breach; or
- 5.3.2 filing of a petition for voluntary winding up of the Lessor by the Lessor or its shareholders;
- 5.3.3 any winding up petition is admitted against the Lessor;
- 5.3.4 if there is an attachment of the title/rights of the Lessor in to and upon the Demised Premises or part thereof, and the same is not stayed or vacated by the Lessor within a period of 60 (sixty) days from such attachment becoming effective;
- 5.3.5 failure by the Lessor in performance of the Lessor's obligations hereunder including inter alia to obtain the Full OC for the entire Amenity Building within the time as specified in Clause [5.2]; or
- 5.3.6 any Force Majeure event (as defined hereinafter) as per Clause [15.4] or defect in the title of the Lessor to the Demised Premises, due to which the Lessee is not able to effectively carry on its operations and activities from the Demised Premises;

then and any such event, the Lessee shall not be liable to pay to the Lessor, rent for unexpired Lock-in Period as provided in this Clause [5.3].

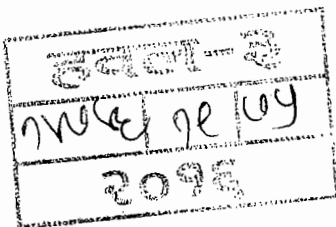
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6. RENT COMMENCEMENT DATES:

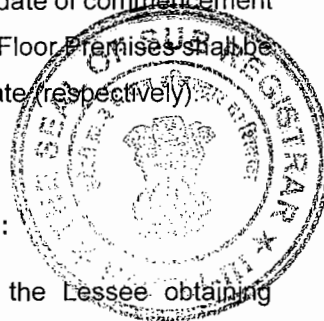
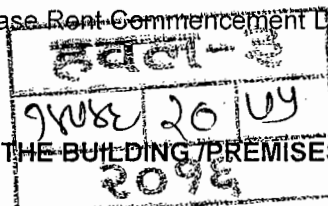
Notwithstanding the fact that the lease in respect of the Demised Premises shall commence on the Handover Date, the Lessee's obligation to pay to the Lessor, Lease Rent in respect of Demised Premises shall commence in phases and as such:

- 6.1 as regards the Lessor's First Floor Premises, the obligation of the Lessee to pay the Lease Rent (hereinafter referred to as "**the Phase I Lease Rent**") shall commence with effect 1st September, 2017;
- 6.2 as regards the Lessor's Second Floor Premises, the obligation of the Lessee to pay the Lease Rent (hereinafter referred to as "**the Phase II Lease Rent**") shall commence with effect from 1st June, 2018 or from the expiry of a period of 60 days from the date on which PMC issues the full OC, whichever is later;
- 6.3 as regards the Lessor's Third Floor Premises, the obligation of the Lessee to pay the lease rent (hereinafter referred to as "**the Phase III Lease Rent**") shall commence with effect from 1st June, 2019 or from the expiry of a period of 60 days from the date on which the PMC issues the full OC, whichever is later.

It is however agreed and understood between the Parties that in the event Lessee commences its operations/activity in the Second and Third Floor Premises prior to the dates mentioned in Clause 6.2 and 6.3 (subject to and only after receipt of OC in respect thereof) then the date of commencement of such operations/activity in the Second and Third Floor Premises shall be the Phase II and III Lease Rent Commencement Date (respectively).

7. OTHER DETAILS OF THE BUILDING/PREMISES:

- 7.1 Within a period of 15 (fifteen) days from the Lessee obtaining certificate from the PWD Inspector for the electrical installations within the Demised Premises, the Lessor shall provide, the connected power load of 1 KVA for every 100 square feet (carpet



area) of the Demised Premises (out of which 0.56 KVA load shall be towards HVAC and balance 0.44 KVA load towards the premises). Such power load and connections shall be transferred in the name of the Lessee with effect from 31st December 2016. As part of the Warm Shell specifications of the Building, the Lessor shall provide the facility of DG Back up, the Chillers and AHU's for High Side Air Conditioning of the Demised Premises and the capacity of Hi-Side Air conditioning will be at the density design of 80 square feet Carpet area per person, in the Demised Premises.

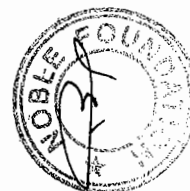
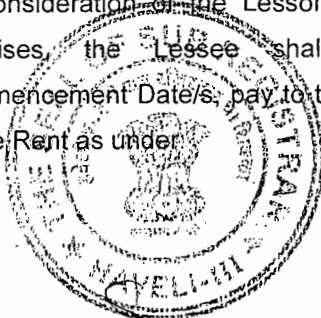
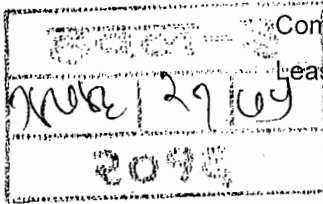
- 7.2 The Toilets and all common areas in the said Building are as per the building design. The Lessor shall install (i) fire protection devices like sprinklers, smoke detectors in the common areas such as floor lobbies, parking areas of the said Building and (ii) provide sprinkler tap off up to the entrance of the unit on the respective floor (in the Demised Premises). It has been agreed that the sprinklers inside the units area (in Demised Premises) shall be installed by the Lessee and the same shall be integrated with the common BMS system of the said Amenity Building.
- 7.3 Subject to Force Majeure, the Lessor shall obtain the Full OC on or before 1st July, 2018 and shall provide a copy thereof to the Lessee. Only after receipt of the said Full OC, the Lessee shall be entitled to conduct its activities and operations on the second floor and the third floors of the Amenity Building and commence its business /activity therefrom.

8.2

8. RENT, SECURITY DEPOSIT AND OTHER PAYMENTS:

- 8.1 In consideration of the Lessor granting Lease of the Demised Premises, the Lessee shall, from the respective Rent Commencement Date/s, pay to the Lessor every month, lump sum Lease Rent as under

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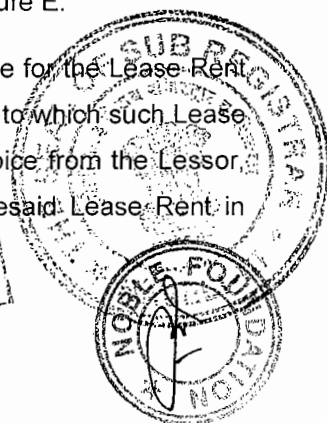
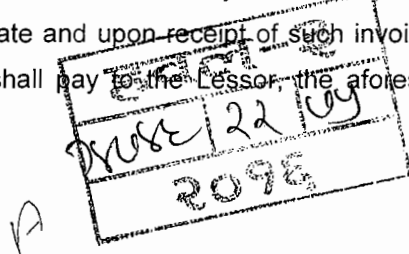
8.1.1 The amount of initial Phase I Lease Rent shall be Rs. 7,16,156/- (Rupees Seven Lacs Sixteen Thousand One Hundred And Fifty Six Only) per month and the Lessee shall be obliged to pay the same with effect from 1st September, 2017 (hereinafter referred to as "**the Phase I Rent Commencement Date**");

8.1.2 The amount of initial Phase II Lease Rent shall be Rs. 13,21,374/- (Rupees Thirteen Lacs Twenty One Thousand Three Hundred And Seventy Four Only) and the Lessee shall be obliged to pay the same with effect from 1st June 2018 or on expiry of a period of 60 (sixty) days from the date of the PMC issuing the Full OC, whichever is later (hereinafter referred to as "**the Phase II Rent Commencement Date**");

8.1.3 The amount of initial Phase III Lease Rent shall be Rs. 9,87,190/- (Rupees Nine Lacs Eighty Seven Thousand One Hundred And Ninety Only) and the Lessor shall be obliged to pay the same with effect from 1st June, 2019 or expiry of a period of 60 (sixty) days from the date of the PMC issuing the Full OC, whichever is later (hereinafter referred to as "**the Phase III Rent Commencement Date**")

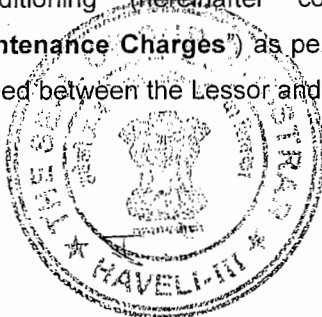
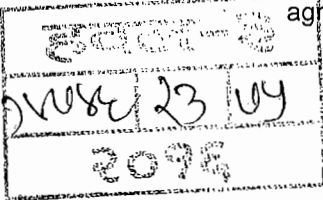
8.2 It is clarified that the above Lease Rent for different phases, is for both components of the Demised Premises i.e. the built up premises in the Amenity Building as well as the proportionate undivided interest in the Amenity Plot. Lease Rent shall be escalated on an annual basis by 4% (four percent) from the Phase I Rent Commencement Date. For ease of understanding; the monthly payable rent chart is annexed hereto as Annexure E.

8.3 The Lessor shall raise an invoice on the Lessee for the Lease Rent on a monthly basis on the 1st day of the month to which such Lease Rent may relate and upon receipt of such invoice from the Lessor, the Lessee shall pay to the Lessor, the aforesaid Lease Rent in



advance on or before the 10th day of every month to which such Lease Rent relates (hereinafter referred to as the "**Due Date**"). The Lessee shall, whilst making payment of the aforesaid amount, deduct tax at source under the Income Tax Act, 1961 as per prevailing rates and pay the tax so deducted to the concerned tax authorities, and issue the necessary tax deduction certificate/s to the Lessor. If the Lessee delays the payment of Lease Rent, the Lessee shall be liable to pay interest thereon @18% p.a. from the Due Date till the 30th day from the Due Date and if the delay continues beyond a period of 30 days from the Due Date, then Lessee shall be liable to pay to the Lessor (during the period of default commencing from the 31st day of the Due Date) the increased Lease Rent, which will be 150% of the then applicable Lease Rent (viz. Lease Rent plus an additional amount of 50% of the Lease Rent) during such period of delay. The Lessor shall be at liberty to apply & adjust the sum received from the Lessee, towards accrued interest in the first instance and balance thereof towards the head under which they are paid to the Lessor.

- 8.4 The Lessee shall be liable to undertake the day to day maintenance services of the said Amenity Plot and the Amenity Building standing thereon, on its own. The Lessee shall be responsible to maintain the Building including all the equipments and services provided (more particularly enlisted in Annexure 'D') at its own cost and also shall be responsible to replacement of these equipment at its own as and when required. However if the Lessor is requested by the Lessee to maintain the said Amenity Building, then in such event the Lessee shall with effect therefrom, pay to the Lessor or its nominees every month along with the Lease Rent, the Building Maintenance Charges, AMC charges and Maintenance Charges for High Side Air Conditioning (hereinafter collectively referred to as "**the Maintenance Charges**") as per the amounts that may be mutually agreed between the Lessor and the Lessee.



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8.5 In addition to the payment of the amounts set out hereinabove, the Lessee hereby agrees to pay, on and from the Handover Date, charges (with all taxes thereon) for any services availed by the Lessee in the Demised Premises, including but not limited to the following:

8.5.1 Telephone charges and rentals in respect of separate telephone lines, leased lines and any other telecommunications/Internet, audio visual infrastructure/services/facilities etc. taken by the Lessee;

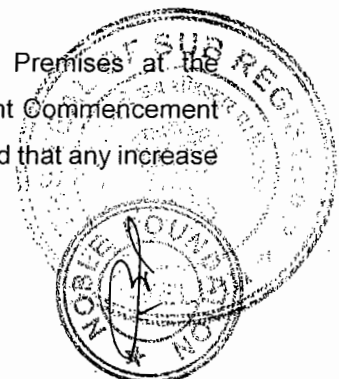
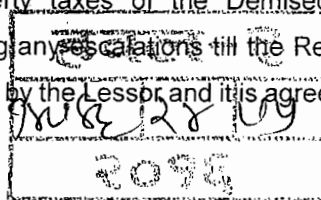
8.5.2 Electricity charges in respect of the electrical energy consumed in the Demised Premises including for air conditioning and the charges in respect of the consumption from the DG Back Up.

8.5.3 Water charges as per the bills raised in respect of the area of the Demised Premises.

8.5.4 The Charges in connection with the utilities mentioned hereinabove shall be paid monthly or as per the invoice raised (at actual) on the Lessee by the concerned authority. The Lessee shall promptly make payment of the said charges.

8.6 The Lessee shall be liable to bear and pay service tax, MVAT, or any other tax (other than the taxes leaviable on the income of Lessor) leviable presently or in future applicable on the Lease Rent and/or the Security Deposit, Maintenance Charges (if applicable) and/or any amount due and payable by the Lessee to the Lessor under this Deed on and in relation to the Demised Premises. All interest and penalties as may be levied for delay/default in payment attributable to Lessee shall be borne by the Lessee only.

8.7 The municipal/property taxes of the Demised Premises at the present rate including any escalations till the Rent Commencement Dates, shall be borne by the Lessor and it is agreed that any increase



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8.5 In addition to the payment of the amounts set out hereinabove, the Lessee hereby agrees to pay, on and from the Handover Date, charges (with all taxes thereon) for any services availed by the Lessee in the Demised Premises, including but not limited to the following:

8.5.1 Telephone charges and rentals in respect of separate telephone lines, leased lines and any other telecommunications/Internet, audio visual infrastructure/services/facilities etc. taken by the Lessee;

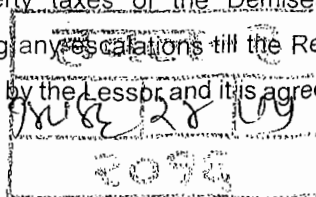
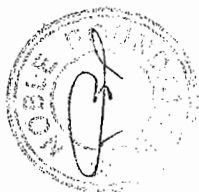
8.5.2 Electricity charges in respect of the electrical energy consumed in the Demised Premises including for air conditioning and the charges in respect of the consumption from the DG Back Up.

8.5.3 Water charges as per the bills raised in respect of the area of the Demised Premises.

8.5.4 The Charges in connection with the utilities mentioned hereinabove shall be paid monthly or as per the invoice raised (at actual) on the Lessee by the concerned authority. The Lessee shall promptly make payment of the said charges.

8.6 The Lessee shall be liable to bear and pay service tax, MVAT, or any other tax (other than the taxes leaviable on the income of Lessor) leviavle presently or in future applicable on the Lease Rent and/or the Security Deposit, Maintenance Charges (if applicable) and/or any amount due and payable by the Lessee to the Lessor under this Deed on and in relation to the Demised Premises. All interest and penalties as may be levied for delay/default in payment attributable to Lessee shall be borne by the Lessee only.

8.7 The municipal/property taxes of the Demised Premises at the present rate including any escalations till the Rent Commencement Dates, shall be borne by the Lessor and it is agreed that any increase



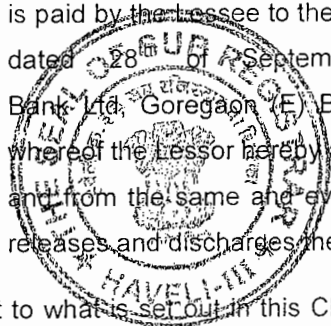
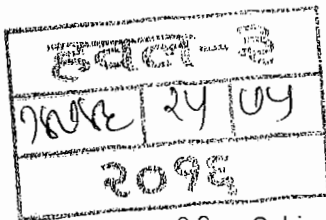
in municipal/property taxes in excess of 12% over and above the such rates prevailing at the time of the Rent Commencement Dates, occurring after the expiry of every 3 years, from respective Rent Commencement Dates viz. (Phase I Rent Commencement Date, Phase II Rent Commencement Date and Phase III Rent Commencement Date), shall be borne/ reimbursed by the Lessee to the Lessor.

8.8 The Lessee shall for due observance of the covenants, terms and conditions of this Deed pay and keep deposited with the Lessor, interest free refundable security deposit amount (hereinafter referred to as "**the Security Deposit**") of Rs. 4,53,70,800/- (Rupees Four Crores Fifty Three Lacs Seventy Thousand Eight Hundred and ~~Four~~ Only). The said amount of Security Deposit is paid by the Lessee to the Lessor in the following manner:

8.8.1 A sum of Rs. 3,65,92,596/- (Rupees Three Crores Sixty Five Lacs Ninety Two Thousand Five Hundred And Ninety Six Only) is paid by the Lessee to the Lessor vide cheque no. 497076 dated 21st of September 2016 drawn on Axis Bank Ltd, Goregaon (E) Branch (the payment and receipt whereof the Lessor hereby admits and acknowledges and of and from the same and every part thereof hereby acquits, releases and discharges the Lessee);

8.8.2 The balance sum of Rs. 87,78,204/- (Rupees Eighty Seven Lacs Seventy Eight Thousand Two Hundred And Four Only) is paid by the Lessee to the Lessor vide cheque no. 452910 dated 28th of September 2016 drawn on Axis Bank Ltd, Goregaon (E) Branch (the payment and receipt whereof the Lessor hereby admits and acknowledges and of and from the same and every part thereof hereby acquits, releases and discharges the Lessee).

8.9 Subject to what is set out in this Clause [8.9], the Security Deposit shall not carry any interest and the same shall be refunded by the



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Lessor to the Lessee, immediately upon expiry or sooner
determination of this Lease Deed and against the Lessee
simultaneously handing over quiet vacant and peaceful possession
of the Demised Premises to the Lessor in accordance with the
provisions hereof, after adjusting there from the amounts that may be
due/payable by the Lessee to the Lessor in terms of this Deed
(hereinafter referred to as the "**Permissible Deductions**"). The
amounts to be deducted shall be decided mutually based on a joint
inspection between the Parties and their respective Architects.
However, if despite the Lessee being ready and willing to hand over
the vacant and peaceful possession of the Demised Premises to the
Lessor, the Lessor does not refund the net Security Deposit to the
Lessee, then in such an event, the Lessor shall be liable to pay to the
Lessee interest thereon @ 18% p.a. from the time the same became
due for refund and till the date on which the Security Deposit is
actually paid to the Lessee; and during such period of delay, the
Lessee shall be entitled to continue to be in possession of the
Demised Premises (but shall not carry on any activities or operations
from the Demised Premises) without payment of any Lease Rent or
other compensation to the Lessor.

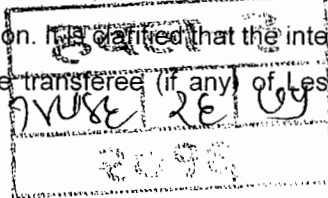
8.10 Lease Rent and Security Deposit payable to the Lessor under this
Deed, shall be paid by Account payee Cheques/Demand
Drafts/Bank Transfers to "**K Raheja Corp Pvt. Ltd. Commerzone
Escrow A/c - 00600350090335**" or in the manner as may be
communicated by the Lessor from time to time.

9. SUBSEQUENT TRANSFER, DISCOUNTING OF LEASE RENT:

9.1 If the Lessor, at any time during the period of this Lease Deed, intend
to sell and/or transfer its rights in the Amenity Plot and the Amenity
Building, the Lessor shall be entitled to do so only in favour of a
single entity or person. It is clarified that the intention of the Parties is
that the prospective transferee (if any) of Lessor's ownership and



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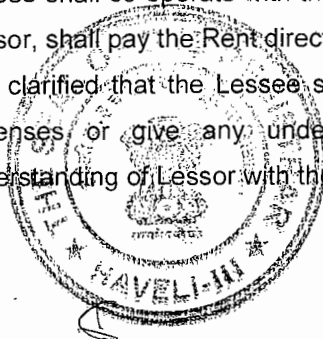
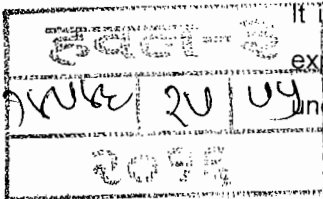
reversionary rights in the Demised Premises (during the subsistence of this Lease) would be a single person or entity (hereinafter referred to as "the Acquirer").

9.2 It is further agreed by and between the Parties that the Lessor shall be entitled (subject to what is set out in Clause [9.1] hereof) to sell and/or transfer the Demised Premises to the Acquirer for such consideration as the Lessor may deem fit **PROVIDED HOWEVER** that such Acquirer is not a Competitor of the Lessee. For the purposes of this Clause [9.2], the term "**Competitor**" shall mean any person or entity, engaged in the business or activities similar to the Lessee's main objects viz. that of operating, running or managing schools, colleges or any other type of educational institutes/institutions; or providing any services or operation/management consultancy to such educational institutes/institutions, in India or elsewhere.

9.3 In such an event of sale or transfer of the Demised Premises (or any part thereof) to the Acquirer, the Lessor shall disclose the execution of this Deed to the Acquirer and the Lessor shall obtain a written confirmation from the Acquirer that the Acquirer is agreeable to the terms and conditions as mentioned in this Deed and that all terms and conditions of this Deed shall be applicable to the Acquirer (including the obligation to refund the Security Deposit to the Lessee) as if the Acquirer had executed this Deed in place and stead of the Lessor.

9.4 In case the Lessor arranges with any Bank or Financial Institution for discounting of the Rent, or creation of any security interest in or relating to the Demises Premises or any part or portion thereof, the Lessee shall co-operate with the Lessor and at the directions of the Lessor, shall pay the Rent directly to such Bank/Financial Institution.

It is clarified that the Lessee shall not have to bear any charges, expenses or give any undertakings or indemnities for such understanding of Lessor with the Banks/Financial Institution.



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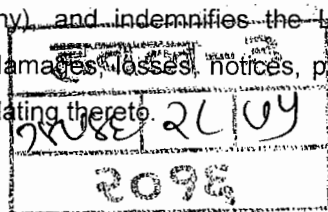
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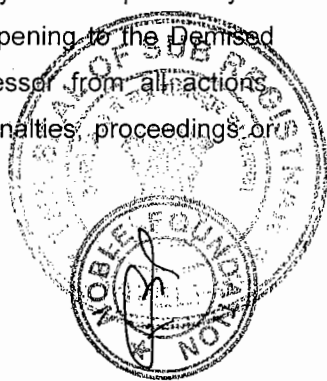
10. LESSEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS:

The Lessee has represented to the Lessor and hereby declares to, assures and covenants with the Lessor that:

10.1 The Lessee undertakes to install any additional fire safety and fighting equipment, infrastructure and systems and maintain equipment, infrastructure and systems installed by the Lessor and implement safety policies in relation to the Demised Premises, and maintain the same in proper working order at all times till it continues to be in possession of the Demised Premises. The Lessee shall cooperate with the Lessor and with fire department authorities for inspection relating to fire and safety requirements, and abide by all directions of the authorities and the Lessor in that regard. The Lessee shall not carry out any act of omission or commission, which may be hazardous or unsafe or in violation of applicable fire and safety related regulations and requirements. In particular, the Lessee shall not make any adverse changes/reductions/replacements to fire-fighting and safety equipment or installations relating to the Demised Premises, without prior written consent from the Lessor and from the concerned authorities; or store or keep anything (including any articles, furniture, materials, etc.) outside the Demised Premises, or in common areas and passages. The Lessee shall appoint a specific person responsible to implement fire and safety related matters and policies in relation to the Demised Premises. The Lessee shall comply with all conditions to be complied with by the occupants as set out in Fire NOC dated 19th September, 2014. The Lessee shall comply with all conditions to be complied with by the occupants, including obtaining requisite permissions, if any applicable. The Lessee admits sole liability and responsibility in relation to the above, and for mishaps happening to the Demised Premises (if any) and indemnifies the Lessor from all actions, claims, costs, damages, losses, notices, penalties, proceedings or prosecutions relating thereto.



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10.2 The Lessee shall not use or occupy the Demised Premises or any part or portion thereof or carry out any activity therein, in violation or non-compliance of any applicable laws or regulations.

10.7

10.3 The Lessee shall not do or allow or suffer to be done anything in the Demised Premises, which is or is likely to be a nuisance or annoyance to anyone, or to prejudice the rights of the Lessor as the owner of the Demised Premises in any manner whatsoever.

10.4 The Lessee shall not do or cause or allow or permit to be done any act of illegal nature in and around the Demised Premises.

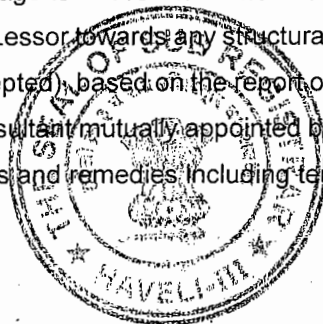
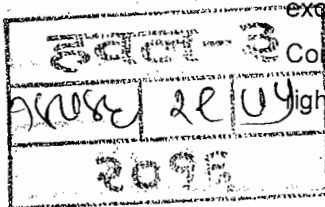
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10.5 The Lessee shall not store or allow to be stored in the Demised Premises any goods, articles or things of a hazardous inflammable explosive corrosive toxic or combustible nature save and except cooking gas cylinders and related equipment and otherwise as required for running a school/educational institution, without securing all statutory permissions (if required) and fully implementing safety regulations required for the said purpose and the safety measures as may be recommended by concerned authorities.

10.9

10.6 The Lessee shall maintain the Demised Premises until the expiry or sooner determination of the Lease and shall leave the same in as good a condition as they were in on the date of handover (reasonable wear and tear excepted). 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, it such damage is not restored then the Lessee shall pay compensation to the Lessor towards any structural damage (reasonable wear and tear excepted), based on the report of the Structural Architect / Engineer / Consultant mutually appointed by the Parties, without prejudice to all rights and remedies including termination.

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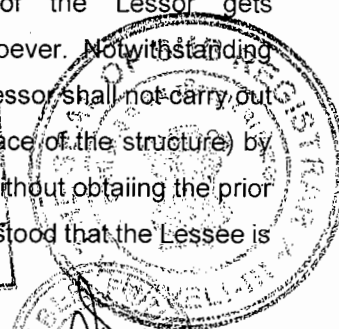
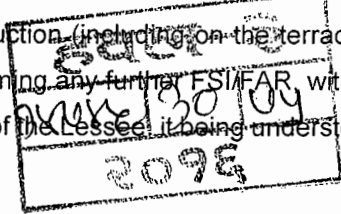
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- 10.7 The Demised Premises shall be used by the Lessee with proper care and caution and in keeping with the applicable rules and regulations including the rules and regulations and bye laws of the proposed association that may be formed in respect of the said Building or any other applicable public laws or regulations provided the rules of such association are not prejudicial to the Lessee's activities.
- 10.8 The Lessee shall comply with all sanitation, health or safety requirement or guidelines as may be specified by the statutory authorities from time to time.
- 10.9 The Lessee shall take all reasonable precautions to keep the Demised Premises free of rats, rodents, vermin, insects, pests, birds and animals and to promptly co-operate with the Lessor and the competent authorities to fumigate, disinfect or in taking any other steps as may be deemed necessary by the competent authorities and to bear the expenses in this regard. Subject to the above and other reasonable safeguards, the Lessee will be permitted to carry out such activity as may be necessary for educational purposes.
- 10.10 Lessee is aware that the lease granted by the Lessor under this Deed is restricted only to the peaceful use and occupation of the Demised Premises and for carrying out only the Permitted Amenity Use inter alia of operating and managing a school/educational institution therefrom or such other activity as may be permitted by the PMC or other concerned authorities. The Lessee is further aware that the entire development potential/FSI of the Demised Premises exclusively belongs to the Lessor and the Lessor alone is entitled to carry out all construction /reconstruction/ development activity on the Demised Premises thus the Lessee shall not carry out any act, deed or matter whereby the above right of the Lessor gets impaired/jeopardized in any manner whatsoever. Notwithstanding anything contained in the Lease Deed, the Lessor shall not carry out additional construction (including on the terrace of the structure) by loading or consuming any further FSI/FAR, without obtaining the prior written approval of the Lessee, it being understood that the Lessee is

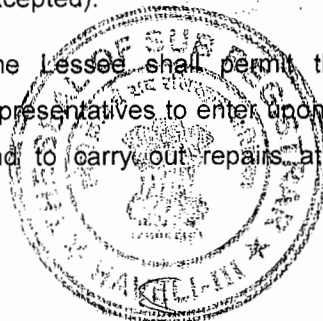
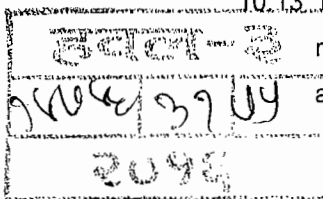


taking on lease Demised Premises, so as to be able to use and occupy the same on an exclusive basis and any such future construction may jeopardise the Lessee's exclusive use, occupation and possession of the Demised Premises. It is clairifeid that in the event if the Lessee grants such written approval to the Lessor to put up any additional construction on the Amenity Plot, then and in such an event, the Lessee shall permit the Lessor to enter upon and occupy the terrace of the Amenity Building for putting up additional construction.

10.11 The Lessee shall not make any structural or other permanent alterations or additions to the Demised Premises, without obtaining the requisite permissions for such alterations from the concerned authorities wherever required. However, the Lessee shall be entitled to undertake fit outs modification and non-structural alterations and/or additions within the Demised Premises, provided that the same are in accordance with the applicable laws, rules, regulations and guidelines and after obtaining the necessary permissions from the relevant authorities and have not damaged the structure of the said Building. In the event the Lessee requires any structural changes in the said Building then the same can be carried out by the Lessor at the cost of the Lessee, subject to the Lessee obtaining the necessary approvals from the concerned authorities (if required under the applicable laws) and the approval from the structural consultant of the Lessor.

10.12 The Lessee shall be at liberty to bring into the Demised Premises its own-furniture, fixtures, articles and equipment which are be required by the Lessee for its activities and shall remove the same on the expiry or sooner determination of the Lease without causing any damage to the Demised Premises (reasonable wear and tear excepted).

10.13 The Lessee shall permit the Lessor and / or its authorized representatives to enter upon the Demised Premises for inspection and to carry out repairs at the reasonable time as and when



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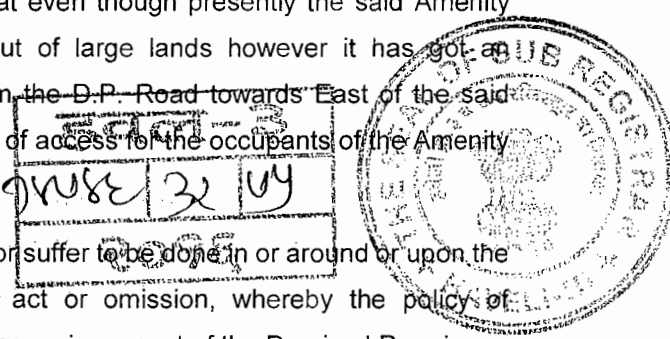
necessary, with 24 hours prior written notice thereof to the Lessee except in the case of emergency, when the notice will be deemed to have been waived. Such inspection will be carried out without disrupting the activities/use of the Lessee. Further, in the event there is any damage to the Demised Premises, then the Lessee shall inform the Lessor in writing as soon as possible.

10.14 The Lessor has identified certain designated areas, shafts and points in the Building as points through which all cables, wires and similar equipment are brought to the Demised Premises (hereinafter referred to as "**the Designated Shafts**"). The Lessee shall not bring in any additional cables or wires or any other similar equipment through any other area of the Demised Premises (including but not limited to voids, conduits, outlets, ducts, etc., RCC works, staircases, terrace of the said Building, common areas, open compound, internal roads or any other spaces), except with the prior written permission of the Lessor. It is clarified that the Lessee shall be liable to obtain, at its own costs and expenses all the necessary/required permissions, consents, etc. from the concerned local, public, municipal and other concerned authorities in respect of all such installations.

10.15 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. The Lessor has provided the Lessee with title certificate dated 8th July 2015 issued by M/s. Hariani and Co., Advocates and Solicitors and the Lessee has relied upon the same.

10.16 The Lessee is aware that even though presently the said Amenity Plot is part of the layout of large lands however it has got an independent access from the D.P. Road towards East of the said layout, which is the point of access for the occupants of the Amenity Plot/said Building.

10.17 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 taken by the Lessor in respect of the Demised Premises



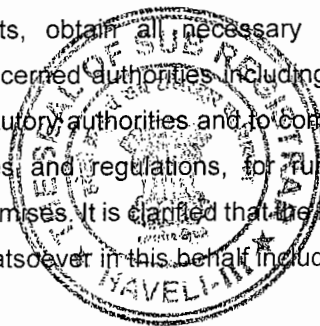
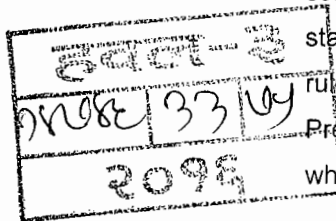
and /or the Building may become void or voidable or whereby the premium payable in respect thereof may be increased.

10.18 The Lessee shall be solely responsible for the safety and security of all its property, equipment etc. and personnel, third parties, visitors etc. in the Demised Premises.

10.19 On and from the respective Rent Commencement Dates, the Lessee shall regularly pay the Lease Rent and all other amounts payable under this Deed in respect of the Demised Premises provided herein. In case of a default on the part of the Lessee in payment of Rent by the Due Date, the Lessee acknowledges its unconditional liability to pay the interest thereon as provided hereinabove; and further that the provisions in respect of liability to pay the interest as aforesaid, is in addition to and is without prejudice to the right of the Lessor to terminate this Deed as provided in Clause [13.1]. The Lessee shall indemnify and keep the Lessor indemnified against all actions, claims, costs, damages, losses, litigations, liability or losses that it may sustain or be put to notice of as a result of any act of commission or omission by the Lessee or its employees or ex-employee or its invitees or its visitors to the Premises, including in relation to any of the obligations of the Lessee under this Deed.

10.20 Lessee shall not challenge, withhold or seek any remission or rebate under any law or due to the change in any law (whether present or future), in its liability to pay the Lease Rent or any other payments due and payable to the Lessor by the Lessee under this Deed.

10.21 The Lessee hereby covenants with the Lessor that it shall at its own costs, obtain all necessary approvals and sanctions from the concerned authorities including all applicable licenses from various statutory authorities and to comply with all applicable laws, statutory rules, and regulations, for running its Business in the Demised Premises. It is clarified that the Lessor has no liability or responsibility whatsoever in this behalf including for any prosecution or ancillary



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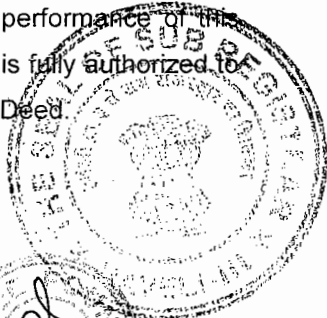
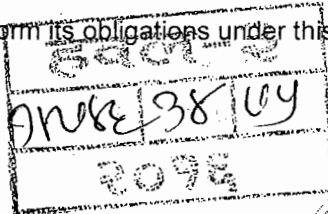
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act or penalty whatsoever and the Lessee hereby indemnifies and shall keep indemnified, harmless and defended the Lessor forever in that behalf. It is further expressly clarified that the Lessor has no liability, responsibility nor shall be vicariously liable in any manner of whatsoever nature in the event any adverse action is initiated against the Lessee, by any government or law enforcement agency, including initiation of any prosecution for the commission of any illegal or unlawful activities or imposition of any penalty, or any infraction, violation and / or infringement of any existing laws. The Lessee hereby indemnifies and shall keep indemnified, harmless and defended the Lessor forever in that behalf.

10.22 Lessee is a Public Charitable Trust registered under the provisions of The Maharashtra Public Trusts Act, 1950 registered with The Office of the Charity Commissioner, Maharashtra, Mumbai.

10.23 That the Lessee shall be at liberty to put up, affix, place, display or exhibit its name, board, sign boards, neon signs and other sign boards of any nature whatsoever on any part of the Demised Premises and the said Amenity Building, without paying any additional amount, for the purpose of running/operating schools/educational institutions and other education related activities after obtaining the requisite permission from the concerned authority, at its own cost and expenses.

10.24 This Deed sets out the valid, legal and binding obligations on the part of the Lessee. All permissions/approvals necessary or required on the part of the Lessee for the execution and performance of this Deed have been duly obtained and the Lessee is fully authorized to enter into and perform its obligations under this Deed.



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11. LESSOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS:

The Lessor has represented to the Lessee and hereby declares to, assures and covenants with the Lessee that:

11.1 The Lessor is the owner of and is absolutely seized and possessed of the Demised Premises and entitled to grant a Lease thereof to the Lessee in the manner set out in this Deed. The title of the Lessor to the Demised Premises is clear and marketable and free from all encumbrances, save only as disclosed in this Deed.

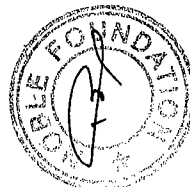
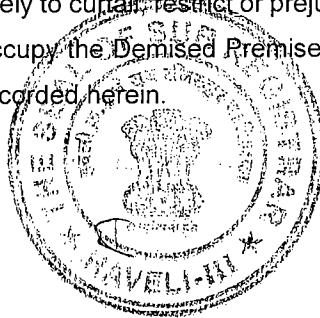
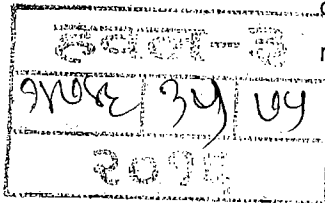
11.2 The contents of the Recitals in so far as the same pertain to the entitlement of the Lessor to the Demised Premises and as regards the status of the Amenity Plot and the Amenity Building are true and correct in all respects.

11.3 The Amenity Building is constructed on the Amenity Plot by the Lessor in accordance with all approvals and the plans sanctioned by the PMC and the Lessor has not committed any deviations from the approved plans in the course of construction of the Amenity Building or violations of any conditions subject to which the permissions for construction of the Amenity Building were granted by the PMC.

11.4 No notice/s is/are received by the Lessor either from local authorities or from the Government or otherwise for requisition and/or acquisition of the Demised Premises or any part thereof.

11.5 Neither the Lessor nor anyone on its behalf have created any right or interest in favour of any third party in respect of the Demised Premises or any part thereof save and except as disclosed in Clause [11.11] hereof.

11.6 The Lessor has not done any act, omission, deed or thing, which is likely to curtail, restrict or prejudice the right of the Lessee to use and occupy the Demised Premises or any part thereof in the manner as recorded herein.



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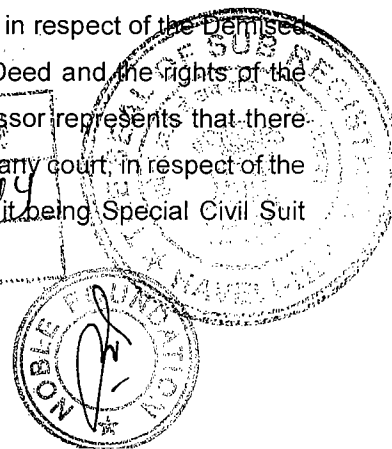
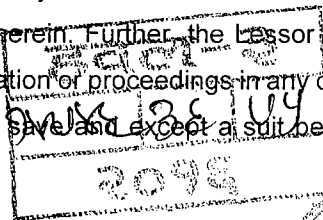
11.7 No third party consent or no objection is required to be obtained for the purposes of completion of the transaction contemplated herein save and except as disclosed in Clause [11.11] hereof.

11.8 There are no income tax, wealth tax, sales tax or other taxation proceedings whether for recovery or otherwise initiated by any taxation authorities or local authorities pending whereby the right of the Lessor to grant the lease of the Demised Premises or any part thereof is in any way affected and/or jeopardized.

11.9 All municipal and property taxes, land revenue taxes, water charges, electricity charges, etc., payable to the State or Central Government, and the electricity authority and any other concerned authority in respect of the Demised Premises are paid and there are no such dues in respect thereof.

11.10 The Lessor confirms that during the subsistence of the Lease it shall not create any easementary rights, lease/leave and license or enter into any rental agreement in respect of the Demised Premises or agree to part with possession of the Demised Premises in favour of any third parties.

11.11 The Lessor has good marketable title to the Demised Premises as set out in the title Certificate dated 8th July 2015 issued by M/s Hariani & Co. Advocates and Solicitors and as recited herein. The Lessor represents and confirms that as on the date of the Lease Deed, there are no encumbrances save and except mortgage in favour of Housing Development Finance Corporation Ltd. ("HDFC") who has given its No Objection Certificate vide No. _____ dated _____, 2016 (copy annexed hereto as **Annexure 'F'**) enabling the Lessor to execute this Deed. The Lessor further agrees any encumbrance that it subsequently creates in respect of the Demised Premises shall be subject to this Lease Deed and the rights of the Lessee contained herein. Further, the Lessor represents that there are no pending litigation or proceedings in any court, in respect of the Demised Premises save and except a suit being Special Civil Suit

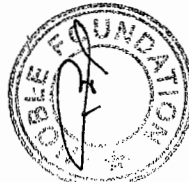
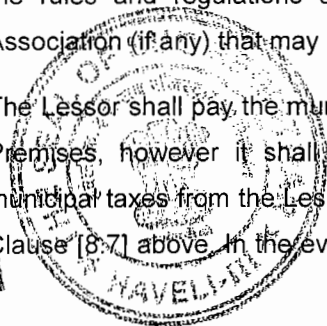
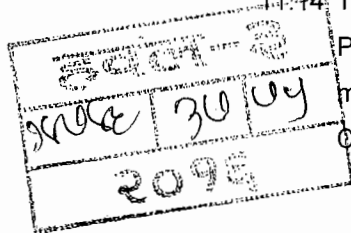


No. 133/2009 filed in the District Court, Pune, by Shrimant Chhatrapati Udayan Raje Pratapsinha Maharaj Bhonsle in respect of the Larger Lands against MBT and certain others. However, the Lessor hereby agrees and confirms there is no adverse order / injunction is passed till date in the litigation, whereby the Lessor is restrained from entering into these presents and there are no orders restricting the use, enjoyment or possession of the Demised Premises by the Lessee, in the manner contemplated hereby.

11.12 The Lessor hereby represents and warrants to the Lessee that the said Amenity Building (including the Demised Premises) has been constructed in accordance with the building plans sanctioned and approved by the concerned authorities and all the rules and regulations as may be applicable.

11.13 The Lessor covenants that on the Lessee paying the Rent and all other amounts herein reserved and observing and performing all the terms and conditions on the part of the Lessee herein contained, the Lessee shall be entitled to be in exclusive peaceful and quiet use and occupation and possession of the Demised Premises, as a Lessee, during the period of this Lease, free from any interference, objection, evictions, claim, interruptions and demand whatsoever by the Lessor or any person(s) lawfully in trust for the Lessor and the Lessee shall have the right to use and enjoy the entrances, staircase, lifts, landings, corridors, passage in and outside the Demised Premises and the right of ingress to and egress from the Demised Premises and all the related services, so far as the same is necessary for the enjoyment of the Demised Premises by the Lessee, its customers, servants, agents, visitors and invitees subject to their complying with the rules and regulations of the concerned authorities and the Association (if any) that may be formed by the Lessor.

11.14 The Lessor shall pay the municipal taxes in respect of the Demised Premises, however it shall be entitled to the reimbursement of municipal taxes from the Lessee to the limited extent as provided in Clause [8.7] above. In the event if the Lessor does not make timely



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payment of the municipal taxes to the concerned authorities during the subsistence hereof then and in such an event, the Lessee shall be entitled to make payment of the same to the authorities and recover such amounts from the Lessor or adjust the same from the amounts hereunder agreed to be paid by the Lessee to the Lessor.

11.15 The Lessor covenants that it shall obtain the Full OC in respect of the Amenity Building, as provided in Clause [5.2] hereinabove.

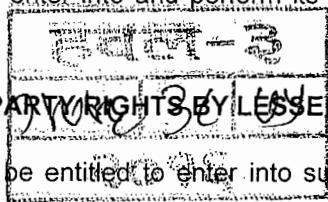
11.16 The Lessor represents and warrants to the Lessee that there are no hazardous substances located in the Demised Premises; and there has been no violation thereon of any law governing hazardous substances.

11.17 The Lessor shall keep the Demised Premises insured and pay the premium in respect thereof during the entire Lease Term. However, such insurance shall not include any articles, equipment and/or belongings of the Lessee brought into the Demised Premises. A copy of the insurance policy shall be provided to the Lessee on demand.

11.18 The Lessor represents and warrants that it is a company duly incorporated under the Companies Act, 1956 (and deemed to be incorporated under the Companies Act, 2013) and validly existing under the applicable laws and has all requisite legal power and authority to execute this Deed and to carry out the terms, conditions and provisions hereof. This Deed sets out the valid, legal and binding obligations on the part of the Lessor. All permissions/approvals necessary or required on the part of the Lessor for the execution and performance of this Deed have been duly obtained and the Lessor is fully authorized to enter into and perform its obligations under this Deed.

12. CREATION OF THIRD PARTY RIGHTS BY LESSEE

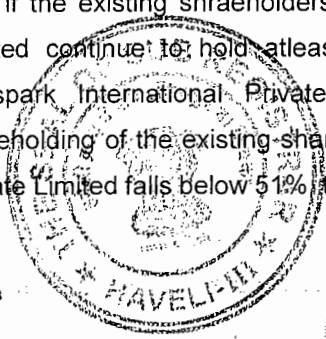
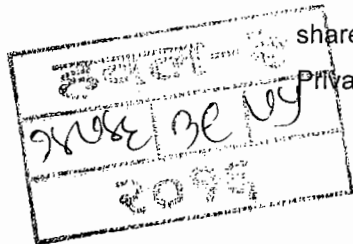
12.1 The Lessee shall be entitled to enter into sub-lease or leave and licence arrangements with one Eduspark International Private Limited, a company incorporated under the provisions of the



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Companies Act, 1956 and having its registered office at 1, Motilal Nagar, Srirang Sabde Marg, off Link Road, Goregoan (W) Mumbai-400104 ONLY in respect of a part of the Demised Premises i.e third floor premises (excluding proportionate undivided interest in the land) (hereinafter referred as "**Sub Let Premises**") at and for such consideration, lease rent or license fee, as the Lessee may deem fit, without being liable to account for the same to be Lessor and without requiring the prior permission of the Lessor **PROVIDED** that the Lessee obtains all requisite statutory approvals, if required, and shall intimate the Lessor in writing and furnish certified true copy of the registered documents executed by the Lessee in favour of such sub-lessee or licensee. The Lessor shall not be entitled to terminate this Lease on the ground that the Lessee has permitted such sub lessee/licensee to enter upon or use and occupy the Sub Let Premises or part thereof on sub-lease or leave and license basis however the covenants of this Lease (to the extent applicable to Sub Let Premises) shall be binding on the sub lessee /licensee and sub lessee's/licesee's breach thereof shall amount to breach by the Lessor herein warranting consequences provided in this Deed.

- 12.2 Under no circumstances shall the Lessee enter into any sub-lease and/or leave and license arrangements for any period exceeding the 5 (five) years and further renewable for further periods not exceeding 5 (five) years each **Provided** that the aggregate tenure of sub-lease and/or leave and license arrangements (including renewals thereof) in respect of the Sub Let Premises shall not exceed the tenure of the lease hereby granted. It is further agreed that after the expiry of each tenure of the sub-lease/leave and license arrangement, the Lessee shall be entitled to renew the same without the consent of the Lessor, only if the existing shraeholders of Eduspark International Private Limited continue to hold atleast 51% of the paid up capital of Eduspark International Private Limited. In the event if such shareholding of the existing shareholders of Eduspark International Private Limited falls below 51% then and in such an event, prior to a



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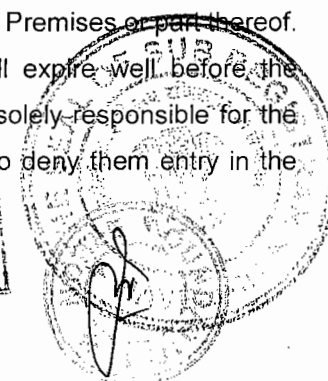
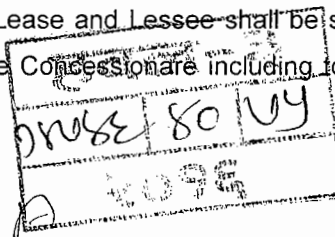
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grant of any leave and license or sub-lease arrangement by the Lessee in respect of the Sub Let Premises, the Lessee shall obtain the written approval of the Lessor. Every such renewal for sub-lease/leave and license arrangement in respect of the Sub Let Premises by the Lessee in favour of Eduspark International Private Limited shall be intimated by the Lessee to the Lessor.

12.3 The Lessee shall under no circumstances require the Lessor to receive the Lease Rent hereby reserved from such third parties directly; and the Lessee shall continue to be obliged to perform and comply with all the Lessee's obligations hereunder notwithstanding such sub-lease or leave and license arrangement that the Lessee may have entered into; and on expiry or sooner determination hereof, the Lessee shall be responsible to deliver possession of the entire Demised Premises to the Lessor, notwithstanding the creation of such sub-lease and leave and license by the Lessee. Such sub-lease or license shall determine ipso facto and automatically on expiry or sooner determination of this Lease.

12.4 Without prejudice to what is set out in Clauses [12.1] to [12.2][12.3] hereof, it is agreed by and between the Parties that for the more effective management and conduct of the Lessee's activities from the Demised Premises, the Lessee shall be permitted to appoint concessionaires, management franchisees or any operators (hereinafter referred to as "**the Concessionaires**") and permit such Concessionaires to enter upon and carry out any activities incidental to operating and managing a school/educational institution from the Demised Premises (including vending of stationery, snacks, food items, operating a canteen etc.) on such terms as the Lessee may deem fit and proper; without creating any leasehold or sub-lease, license or possessory rights, title or interest in favour of such Concessionaires in respect of the Demised Premises or part thereof. Such Concessionaire/s arrangement shall expire well before the expiry of this Lease and Lessee shall be solely responsible for the activities of the Concessionaire including to deny them entry in the



Demised Premises upon expiry of the Concessionaire/s arrangement.

13. TERMINATION OF LEASE :

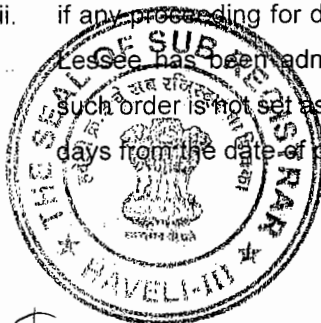
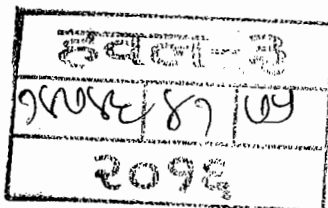
13.1 Termination by the Lessor:

13.1.1 During the entire tenure hereof, the Lessor shall not be entitled to terminate this Lease, save and except as provided in this Clause [13.1]. For the purposes of this Agreement, the term "**Material Breach**" shall mean a breach or delay by the Lessee in payment of Lease Rent or other amounts hereunder payable to the Lessor in accordance with the terms of this Deed.

13.1.2 In the event that the Lessee commits a Material Breach viz. Lessee fails to make payment of the Rent to the Lessor on the date when the same is due and payable under the terms hereof, then in such an event the Lessor shall be entitled to serve a written notice to the Lessee (hereinafter referred to as "**the Rectification Notice**"), calling upon the Lessee to rectify/remedy the breach within a period of 30 (Thirty) days from the date of receipt of the notice (hereinafter referred to as "**the Rectification Period**").

13.1.3 In the event if either:

- i. the Lessee has committed a Material Breach and fails and/or neglects to rectify/remedy such breach within the said Rectification Period despite the Lessor having sent the Rectification Notice to the Lessee; or
- ii. if any proceeding for dissolution or winding up of the Lessee has been admitted against the Lessee any such order is not set aside within a period of 60 (sixty) days from the date of passing of such order; or



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- iii. Lessee carrying out any act, deed or matter which adversely affects the right, title and interest of the Lessor in the Demised Premises.
- iv. Lessee causing structural damages to the Building and storage of hazardous materials in the Demised Premises or part thereof.
- v. Lessee creating third party right in respect of the Demised Premises or part thereof and/or parting with possession thereof, save and except sub lease /licnese permmted in favour of Eduspark International Private Limited as per Clause [12.1].
- vi. Lessee using the Demised Premises for the purpose other than as permitted in this Deed.
- vii. if any receiver or administrator has been appointed in respect of the leasehold rights of the Lessee to the Demised Premises or if the leasehold rights of the Lessee in respect of the Demised Premises are attached and the order appointing such receiver or administrator (at least to the extent of the Leasehold rights of the Lessee to the Demised Premises) is not stayed within a period of 60 (sixty) days from the date of such order of appointment of the receiver or administrator.

then and in any of the aforesaid events (hereinafter referred to as a "Termination Event"), the Lessor shall be entitled to forthwith terminate this Deed by sending an intimation to that effect to the Lessee (the Lock In Period notwithstanding). Upon such termination, the Lease herein granted shall stand terminated.

13.1.4 It is clarified that the Lessor shall not be entitled to terminate the Lease hereby granted otherwise than as provided in this Clause [13.1] viz. the occurrence of a Termination Event.

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13.2 Termination by the Lessee:

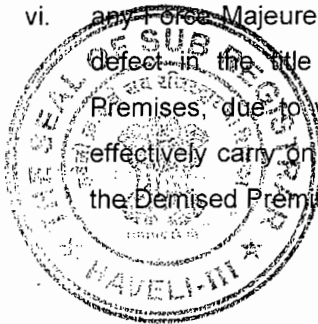
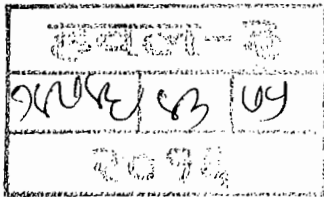
13.2.1 During the Lock-in Period, the Lessee shall be entitled to terminate this Lease only on account of the following events/reasons:

- i. any breaches of the terms and conditions hereof being committed by the Lessor whereby the Lessee's entitlement to use, occupy and possess the Demised Premises are jeopardized or prejudicially effected or as a result whereof the Lessee is not able to effectively carry on its operations and activities from the Demised Premises, and which breaches are not rectified by the Lessor despite a notice of 30 (thirty) days being issued by the Lessee to the Lessor, calling upon the Lessor to rectify such breach; or
- ii. filing of a petition for voluntary winding up by the Lessor or its shareholders;
- iii. a winding up petition is admitted against the Lessor;
- iv. if there is an attachment of the title/rights of the Lessor in to and upon the Demised Premises or part thereof, and such attachment is not stayed or vacated by the Lessor within a period of 60 (sixty) days from the date of such order of attachment;
- v. failure by the Lessor in performance of the Lessor's obligations hereunder including inter alia to obtain the Full OC for the entire Amenity Building within the time as specified in Clause [5.2]; or
- vi. any Force Majeure event (as defined hereinafter) or defect in the title of the Lessor to the Demised Premises, due to which the Lessee is not able to effectively carry on its operations and activities from the Demised Premises;

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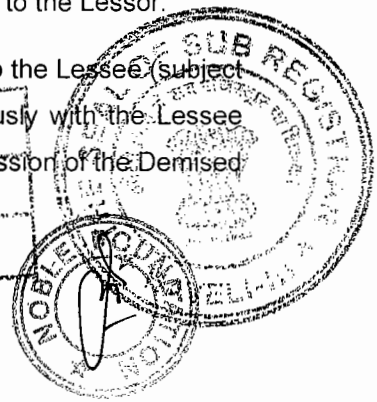
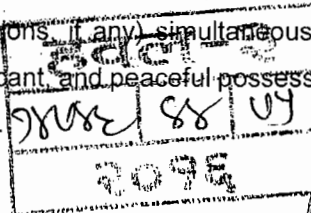
13.2.2 If any of the events as specified in Clause [13.2.1] hereof occur, then the Lessee shall be entitled to terminate this Agreement at any time during the subsistence of the Lease (including during the Lock-in Period), by sending an intimation to that effect to the Lessor. In such an event viz. if such termination the Lessee is due to the occurrence of the events as specified in Clause [13.2.1] during the Lock-in Period, the Lessee shall not be liable to pay to the Lessor the Rent for unexpired Lock-in Period as provided in Clauses [5.3] and [14.4].

13.2.3 Subject to the provisions of Clause [13.2.2], after the expiry of the Lock-in Period, the Lessee shall be entitled to terminate this Lease by giving to the Lessor a prior written notice of 12 (twelve) months, without being required to cite any reasons for such termination. Such right to terminate the Lease (without citing any reasons for termination) after the expiry of the Lock-in Period is exclusively available to the Lessee and not the Lessor.

14. EFFECTS OF EXPIRY/TERMINATION:

14.1 Upon expiry or on sooner determination of this lease by termination, the Lessee shall in all events and without demur or default, and notwithstanding any claims or disputes, forthwith remove or cause to be removed itself and all its sub-lessees, licensees, concessionaires, its employees and other person or persons and their respective belongings, chattels, articles and things including any other equipment installed by it in the Demised Premises and shall subject to refund of the net Security Deposit by the Lessor to the Lessee, handover possession of the Demised Premises to the Lessor.

14.2 The Lessor shall refund the Security Deposit, to the Lessee (subject to Permissible Deductions, if any) simultaneously with the Lessee handing over quiet, vacant and peaceful possession of the Demised Premises as aforesaid.



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14.3 On Lessee's failure to handover the Demised Premises as provided herein, the Lessor shall be entitled, and is hereby authorized by the Lessee to, carry out (without prejudice to the Lessor's other rights, and without becoming liable to the Lessee in any manner for any act of omission or commission relating thereto) all lawful acts to exclude the Lessee and ensure the exclusive possession of the Lessor.

14.4 If the Lease is terminated by the Lessee during the Lock in Period then subject to what is set out in Clauses [5.3] and [13.2.2] the Lessor shall be entitled to receive from the Lessee and the Lessee shall be bound to pay to the Lessor, the Rent for the remaining/unexpired Lock-in Period and the Lessee shall also reimburse to the Lessor cost of additional work (if any) it may have carried out to Demised Premises at the request/advise of the Lessee.

14.5 If despite the Lessee being ready and willing to hand over the vacant and peaceful possession of the Demised Premises, the Lessor does not refund the net Security Deposit to the Lessee, then the Lessor shall be liable to pay to the Lessee interest thereon @ 18% p.a. from the time the same became due for refund and till the date on which the Security Deposit is actually paid to the Lessee and during such period of delay, the Lessee shall be entitled to continue to be in possession of the Demised Premises (but not carry on any activities or operations therefrom) without payment of any Lease Rent or other compensation to the Lessor.

14.6 Without prejudice to any other rights or remedies which the Lessor may have under this Lease or under law including the right to recover the Demised Premises and subject to the Lessor having fulfilled all its obligations under this Deed, until such time as the Lessee or any of its employees or its servants and/or agents or any other person as aforesaid shall occupy the Demised Premises or any part thereof after expiration or lawful determination of this Lease and do not hand over the same to the Lessor as provided herein, the Lessee shall be

15. FORCE MAJEURE

15.1 Either party shall be liable to terminate the Lease if the Lessee is unable to carry out its obligations under the Lease due to force majeure.

15.2 For the purpose of this clause, force majeure shall include any event which is beyond the control of the Lessee and which makes it impossible for the Lessee to carry out its obligations under the Lease.

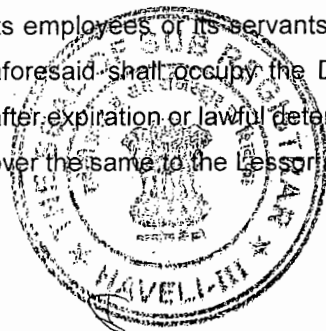
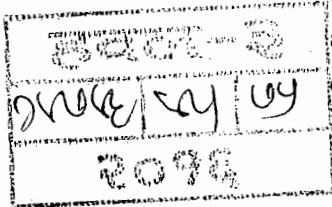
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15.3 If the Lessee is unable to carry out its obligations under the Lease due to force majeure, the Lessor shall be entitled to terminate the Lease and to recover the Demised Premises and to claim compensation for any loss suffered by the Lessor as a result of the termination of the Lease.



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liable to pay to the Lessor a sum equivalent to 2 (two) times the Lease Rent per day for every day of delay in such handover till the possession of the Demised Premises is handed over to the Lessor as provided herein along with all other amounts as reserved herein.

15. **FORCE MAJEURE:**

15.1 Either party shall not be responsible for failure to fulfil, observe or carry out the terms of this Deed, if fulfilment is delayed, prevented, suspended or hindered by a Force Majeure Event.

15.2 For the purposes of this Deed, the term "**Force Majeure Event**" shall mean any event beyond any party's reasonable control and shall include without limitation the following:

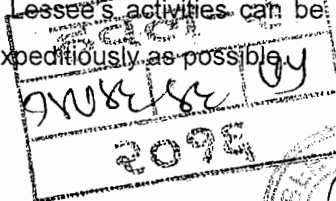
15.2.1 any acts of God, like earthquake, perils of the sea or air, flood, or any drought, explosion;

15.2.2 any reasons like war, civil commotion, acts of criminals or of public enemy, insurrection, blockade, embargo terrorism, etc.;

15.2.3 any embargo, notice, order, rule or notification of the Government and/or any other public body or authority or of the Court and/or any Act or Ordinance;

15.2.4 any court order or government notification, circular or order.

15.3 If due to a Force Majeure Event, the said Amenity Building is damaged or destroyed or if there is damage to the Demised Premises and due to such damage/destruction the said Demised Premises is not capable of being used by the Lessee for the purpose of operating/managing a school or educational institution, then the Lessor shall make prompt endeavours and take required steps in good faith to restore/repair such damage/destruction to the Premises, such that the Lessee's activities can be resumed therefrom by the Lessee, as expeditiously as possible.



15.4 In the event if the Lessor cannot restore/repair such damage/destruction to the said Premises within a period of 90 (ninety) days from the date of such Force Majeure Event resulting in the said damage/destruction to the Premises or if the Lessor is of the reasonable opinion that the damage/destruction to the Premises cannot be repaired within such period of 90 (ninety) days, then and in such an event, on and from the date of expiry of the such period of 90 (ninety) days (if the Lessor has commenced work of repairs or restoration) or from the date of communication by the Lessor to the Lessee of the opinion of the Lessor that the damage/destruction to the Premises cannot be repaired within such period of 90 (ninety) days (whichever is earlier), the Lessee shall be entitled to terminate this Deed; and neither party shall thereupon have any claim against the other under this Deed save and except, to the extent of the liabilities already accrued prior to the date of destruction of or damage to the said Premises.

15.5 It is clarified that on and from the date of the Force Majeure Event resulting in the damage/destruction of the Demised Premises, as a result of which the Lessee is not able to effectively carry on the Lessee's activities from the said Demised Premises, then and in such an event, the obligation of the Lessee to make payment of the Rent shall remain suspended till repair/restoration of the damage/destruction to the Premises or till termination of this Deed pursuant to Clause [15.4].

15.6 However, the Lessee shall not be entitled to or claim compensation from the Lessor for any loss which the Lessee may sustain due to non-availability of the Demised Premises or any part or portion thereof, for reasons attributable to a Force Majeure Event.

16. MISCELLANEOUS

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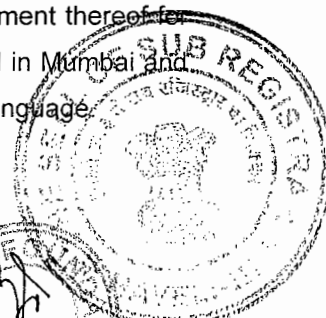
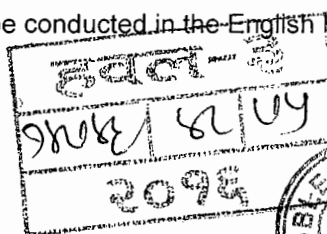
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16. MISCELLANEOUS :

- 16.1 If as a result of any future legislation, the use or occupation of the Demised Premises by Lessee is capable of being protected beyond the Lease term, such protection and/or right shall be deemed to have been waived by the Lessee and the Lessee shall continue to abide by the terms of the Lease Deed.
- 16.2 The right of the Lessee to use and occupy the Demised Premises and the Lease granted hereunder is not "Saleable Property" and the same is also not liable to be attached or a receiver/liquidator appointed or any injunction passed in respect thereto, in any proceeding between the Lessee and / or any third party.
- 16.3 This Deed sets forth the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings or arrangements, whether oral or written. Any changes/amendments to this Deed shall only be in writing and executed and registered by both the Parties hereto.
- 16.4 It is hereby agreed by and between the parties hereto that in case any dispute or difference arises between the Parties with regard to the terms and conditions of this Deed or relating to the interpretation thereof, the same shall be referred to sole arbitrator to be mutually appointed by both the parties failing consensus the arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The arbitration shall be held in Mumbai and the proceedings shall be conducted in the English language.



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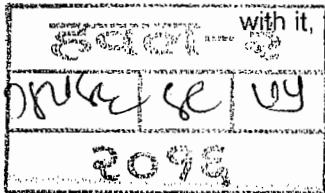
16.5 This Lease Deed shall be governed by the Indian laws and subject to arbitral provision in the preceding Clause [16.4], Court/s at Pune District shall have exclusive jurisdiction with respect to the subject matter herein. Notwithstanding the pendency of any dispute or difference between the parties or any proceedings, the Lessee shall (subject to the provisions of Clause [8.9]) continue to pay the Rent to the Lessor and all other amounts reserved hereunder, so long as the Lessee is in occupation of the Demised Premises.

16.6 That any notice required to be served upon the Lessee shall be sufficiently served upon if sent by Speed Post A/D or Registered Post A/D or hand delivered at the address of the Lessee mentioned hereinabove.

16.7 That any notice required to be served upon the Lessor shall be sufficiently served upon if sent by Speed Post A/D or Registered Post A/D or hand delivered at the address of the Lessee mentioned hereinabove.

16.8 Any party may, from time to time, change its address for receipt of notices provided for in this Deed by giving to the other not less than 7 (Seven) days prior written notice thereof and till such written intimation, any notice/communication transmitted at the last known address shall be valid and good service.

16.9 The Lessee alone shall bear and pay the stamp duty, registration charges and all other statutory charges (if any) payable in respect of execution and registration of this Deed and the Lessee shall retain with it, the original registered version of this Deed.



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FIRST SCHEDULE

(Description of the Amenity Plot)

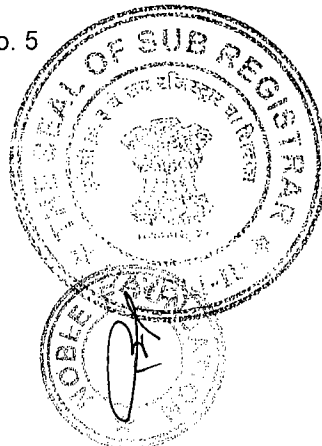
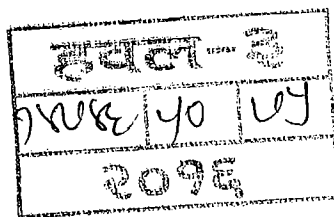
All that piece and parcel of notionally demarcated land admeasuring 5,195.95 square meters or thereabouts, designated as Amenity Plot, being a demarcated part of the said large lands bearing S. No.144 corresponding to CTS No. 2648 and bearing S.No.145 corresponding to CTS No. 2649, situate, lying and being in Village Yerwada, Taluka Haveli (Pune), District Pune and as marked in red colour shades on the plan annexed hereto and marked as Annexure 'A' and bounded as follows:

On or towards the North : By internal road within plot and
beyond that Building No. 6

On or towards the South : By land bearing S. No. 137

On or towards the East : By 20 meter wide D.P. Road

On or towards the West : By Sub Plot No. 5



SECOND SCHEDULE

PART A

The units bearing nos. 1,2,3,4,5,6 & 8 on the first floor of the Amenity Building constructed on the land more particularly described in the First Schedule hereinabove written admeasuring in the aggregate 1,364.36 square meters carpet area and shown as marked in red colour shades on the floor plan annexed hereto and marked as Annexure 'C1' together with proportionate undivided rights in to and upon the Amenity Plot as more particularly described in the First Schedule hereinabove written and.

PART B

All units on the entire second floor of the Amenity Building constructed on the land more particularly described in the First Schedule hereinabove written admeasuring in the aggregate 2,517.37 square meters carpet area and shown as marked in red colour shades on the floor plan annexed hereto and marked as Annexure 'C2' together with proportionate undivided rights in to and upon the Amenity Plot as more particularly described in the First Schedule hereinabove written

PART C

All units on the entire Thrid floor of the Amenity Building constructed on the land more particularly described in the First Schedule hereinabove written admeasuring in the aggregate 1,880.71 square meters carpet area and shown as marked in red colour shades on the floor plan annexed hereto and marked as Annexure 'C3' together with proportionate undivided rights in to and upon the Amenity Plot as more particularly described in the First Schedule hereinabove written.

IN WITNESS WHE

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Signed and D
"Lessor":

K. RAHEJA CORP

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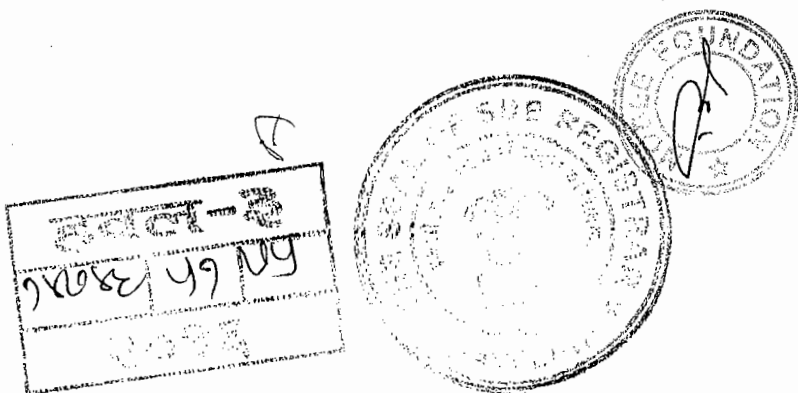
1. Anil Mathur
2.

Signed and C
"Lessee":

NOBLE FOUNDA

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execute this Deed
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1. Prakash
2. Vispi J. Vesuna



IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed

their hands on the day and year first hereinabove written;

Signed and Delivered by the withinnamed)

"Lessor":)

K. RAHEJA CORP PRIVATE LIMITED)

through the hands of its duly authorised signatory Mr.)

Anil Mathur, who has been authorised to execute)

this Deed on behalf of the Lessor pursuant to a)

resolution passed at the meeting of the Board of)

Directors of the Lessor held on 2nd June, 2008, in the)

presence of two witnesses:)

1. Anil Mathur,)

2.)



For K. Raheja Corp. Pvt. Ltd.

Anil Mathur
Authorised Signatories

Signed and Delivered by the withinnamed)

"Lessee":)

NOBLE FOUNDATION)

through the hands of its duly authorised signatory Mr.)

Vispi J. Vesuna, who has been authorised to)

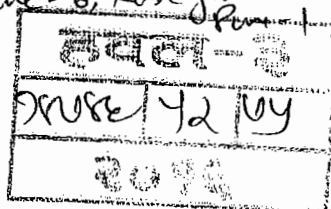
execute this Deed on behalf of the Lessor pursuant)

to a resolution passed at the meeting of the Trustees)

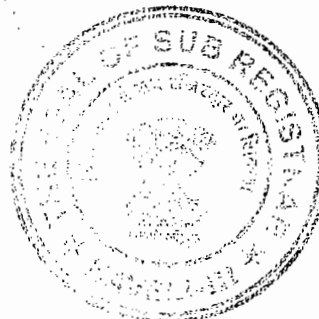
of the Lessee held on 30th August 2016, in the)

presence of two witnesses:)

1. *Prakash* PRAKASH BHANDARU)
DEHU ROAD PUNE 412101)
2. *Hashim* Hashim Khanyar)
Lane - 6, Koregaon Park)



Vispi J. Vesuna




RECEIPT

RECEIVED of and from the withinnamed Lessee **NOBLE FOUNDATION**, a sum of Rs. 3,65,92,596/- (Rupees Three Crores Sixty Five Lacs Ninety Two Thousand Five Hundred And Ninety Six Only) vide cheque no. 497076 dated 21st September 2016 drawn on Axis Bank Ltd, Goregaon (E) Branch, Mumbai, being part of the Security Deposit, as referred in Clause [8.8.1] hereinabove and a further sum of a sum of Rs. 87,78,204/- (Rupees Eighty Seven Lacs Seventy Eight Thousand Two Hundred And Four Only) vide cheque no. 452910 dated 28th September 2016 drawn on Axis Bank Ltd, Goregaon (E) Branch, Mumbai, being a further part of the Security Deposit as referred in Clause [8.8.1] thus aggregating to a total sum of Rs. 4,53,70,800/- (Rupees Four Crores Fifty Three Lacs Seventy Thousand Eight Hundred Only).

Rs. 4,53,70,800/-

WE SAY RECEIVED

For K. Raheja Corp. Private Limited

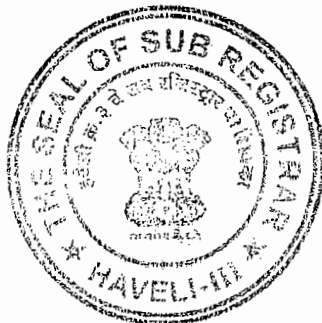
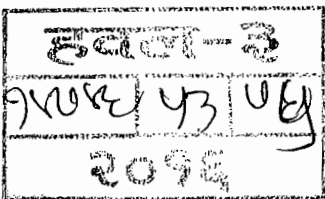


Authorised Signatory

Witnesses:

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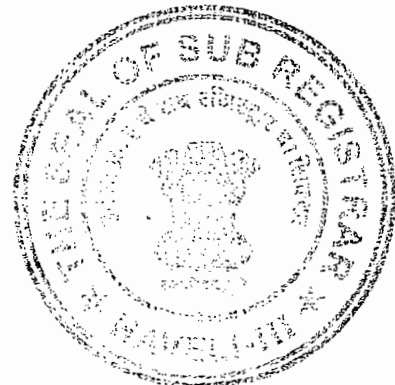
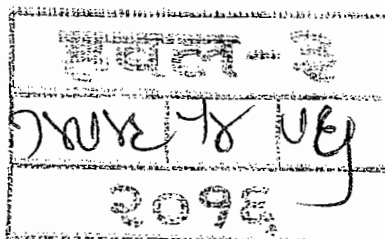
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Pre-Registration summary

Valuation ID	201610243441
मूल्यांकनाचे वर्ष	2016
जिल्हा	पुणे
मूल्य विभाग	तालुका
उप मूल्य विभाग	25/4
क्षेत्राचे नांव	Pune
वार्षिक मूल्य दर तक्त्यानुसार मूल्य	
खुली जमीन	निवासी सदा
22390	57490
खुल्या व बांधीव क्षेत्राची माहिती	
बांधीव क्षेत्र-	6915.1 च
	मीटर
बांधकामाचे	1-आर र
वर्गीकरण-	सी
मिळकतीचा वापर-	माध्यमि
	शाळा
बांधीव क्षेत्राचे मूल्यांकन	
घसा-यानुसार मिळकतीचा प्रति चौ. म	
A) मुख्य मिळकतीचे मूल्य	
बांधीव क्षेत्राचे एकत्रित मूल्य	
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Valuation ID		201610243441		24 October 2016,06:07:40 PM	
मूल्यांकनाचे वर्ष		2016			
जिल्हा		पुणे			
मूल्य विभाग		तात्का : हवेली विभागाचे नाव : (वि.क्र.25) येरवडा (पुणे महानगरपालिका)			
उप मूल्य विभाग		25/403.3-सम्राट अशोक रोड वरील मिळकती			
क्षेत्राचे नांव		Pune Municipal Corporation		सर्व्हे नंबर /न. भू. क्रमांक : 2648 ते 2649	
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक
22390	57490	70500	115250	0	चौ. मीटर
खुल्या व बांधीव क्षेत्राची माहिती					
बांधीव क्षेत्र-	6915.1चौ. मीटर	एकूण क्षेत्र-	4365.64चौ. मीटर	मिळकतीचा प्रकार-	खुली+बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	0 TO 2वर्षे	मूल्यदर/बांधकामाचा दर-	Rs.57490/-
मिळकतीचा वापर-	माध्यमिक शाळा			Layout Plot	
बांधीव क्षेत्राचे मूल्यांकन					
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर		=(वार्षिक मूल्यदर * घसा-यानुसार नविन दर)			
		=(57490 * (100 / 100))			
		= Rs.57490/-			
A) मुख्य मिळकतीचे मूल्य		= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र			
		= 57490 * 6915.1			
		= Rs.397549099/-			
बांधीव क्षेत्राचे एकत्रित मूल्य		= मुख्य मिळकतीचे मूल्य +तळघराचे मूल्य + मेझगाईन मजला क्षेत्र मूल्य + बंदिस्त वाहन तळाचे मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोंवतीच्या खुल्या जागेचे मूल्य			
		= A + B + C + D + E + F + G + H			
		= 397549099 + 0 + 0 + 0 + 0 + 0 + 0 + 0			
		=Rs.397549099/-			



पुणे महानगरपालिका

शिवाजीनगर, पुणे ४११००५.

0002930

बांधकाम नियंत्रण कार्यालय

क्रमांक : ०८८/०९१८/१३.

दिनांक : २६/१/२०१३.

[मुंबई प्रांतिक महानगरपालिका अधिनियम, १९४९ कलम २६३ (१) अन्वये]

भोगवटा पत्र अंशतः क्र. ९

(अनिल भाबूर) मॅनेजिंग ट्रस्टी ऑफ मुकुंद भावन ट्रस्ट पुणे.

राहणार श्री. पुरुषोत्तम मुकुंद तोहिया

(१०. श्री. लक्ष्मण बिटे.
१८, शिवाजीनगर, पुणे.

यांस -

आपणांस मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९, कलमे २५३/२५४ व एम्. आर. टी. पी. अॅक्ट

कलमे ४५/६९ प्रमाणे पुणे, पेठ

येरवडा

सर्व्हे

सर्व्हे क्र. २६४८, २६४९
फायनल प्लॉट क्र. / -

सर्व्हे क्र. १४४ + १४५

टी. पी. स्कीम नंबर

यांत

इकडील संमती पत्र / कमेन्समेंट सर्टिफिकेट क्रमांक २६५३/१२ दिनांक ३१/१२/२०१२

अन्वये बांधकाम करण्यास परवानगी देण्यात आली आहे. सदरील संमती पत्र / कमेन्समेंट सर्टिफिकेटप्रमाणे सर्व / काही भागाचे काम पुरे झाल्याबद्दल व सदर नवीन बांधलेल्या इमारतीची जागा उपयोगात आणावयास संमती मिळण्याबाबत दिनांक १०/०८/२०१३ रोजी अर्ज केल्यावरून आपणांस मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९, कलम २६३ (१) प्रमाणे कळविण्यात येते की, खालील नमूद केलेल्या अटीवर पुढील वर्णनाचा इमारतीचा भाग उपयोगात आणण्यास संमती देण्यात येत आहे.

उपयोगात आणावयाच्या बांधकामाचे वर्णन

अॅमिनिटी इमारत - संपूर्ण पहिला मजला.

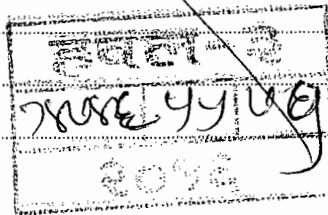
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अट-अविष्यात मान्य नकारातडेगीज

कोणताही बांधकामे (उदा. बाजिनल अंतरात व वेरेसवर शेड, पार्टीशन वॉल, करुम अमार ग्रील लावून पार्किंग मॅकिंग करणे इत्यादी) केल्यास कोणतीही मुदतमुदत न देता सदरची संपूर्ण अनधिकृत बांधकामे पाडण्यात येतील व त्यासाठी घेण्यास खर्च फ्लॉट धारक/मालक वॉजकडून वसूल करण्यात येईल.

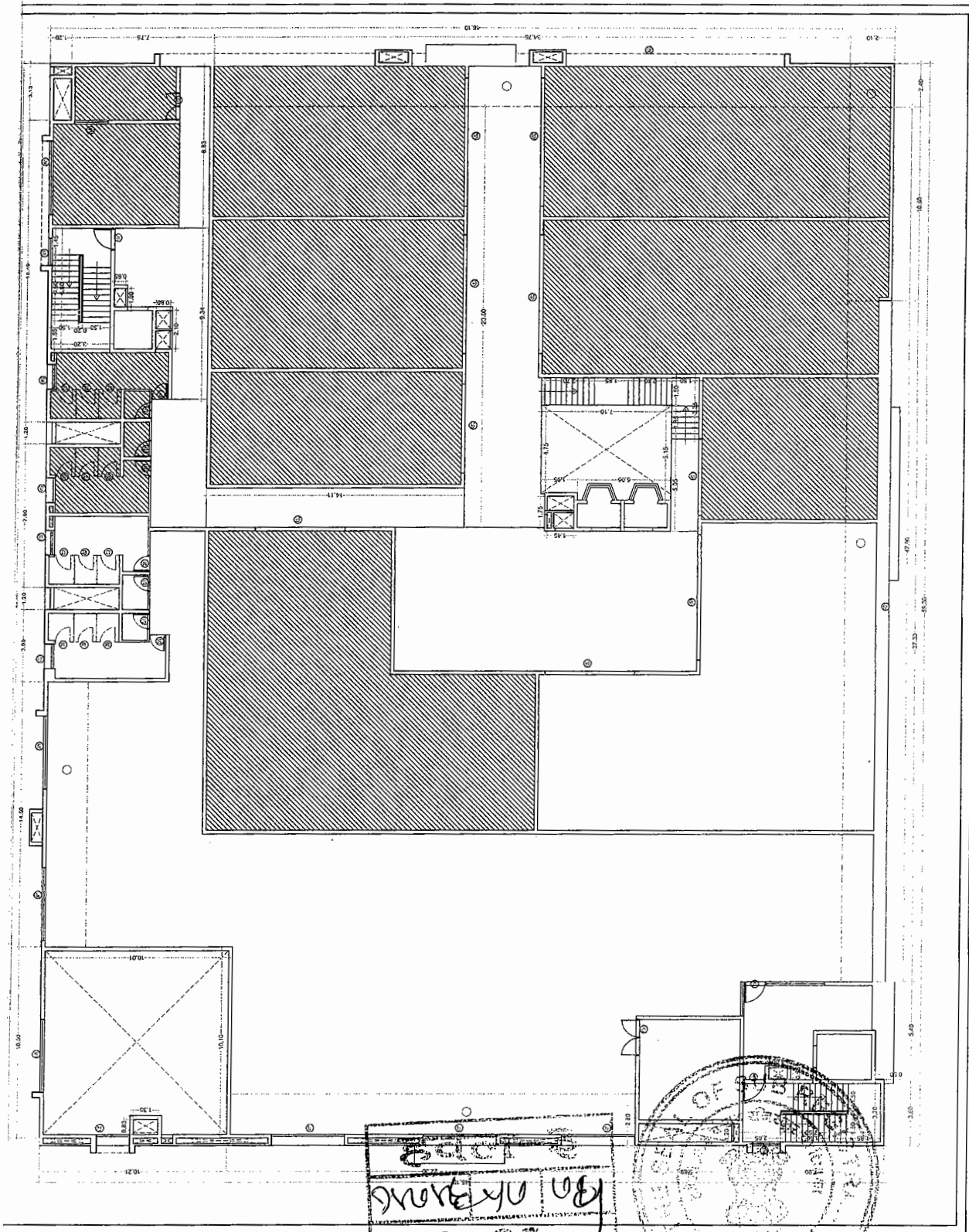


सहायक अभियंता,

बांधकाम नियंत्रण क्र.

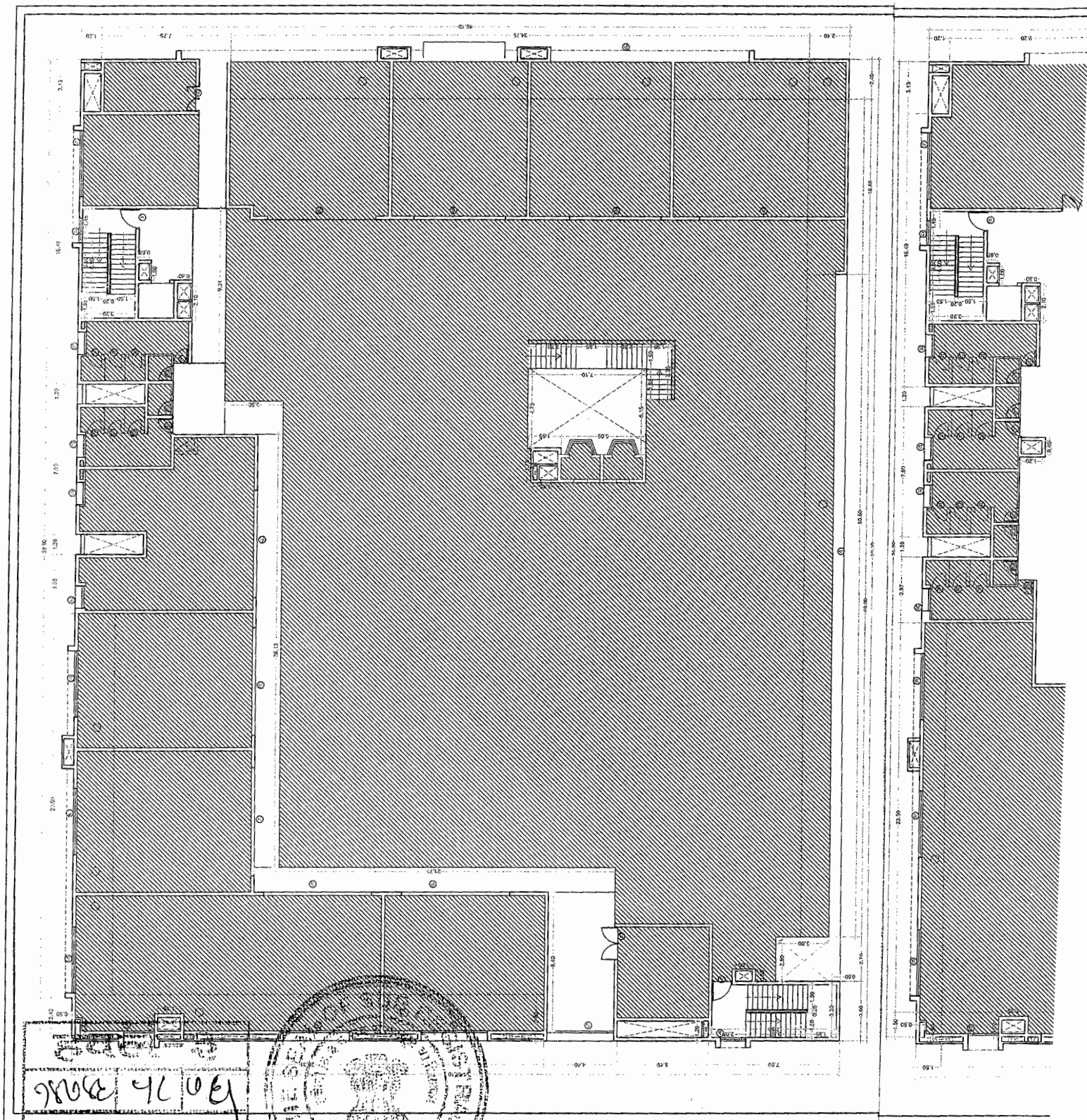
पुणे महानगरपालिका.



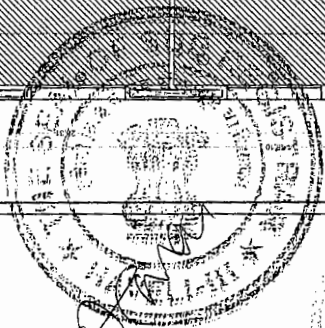


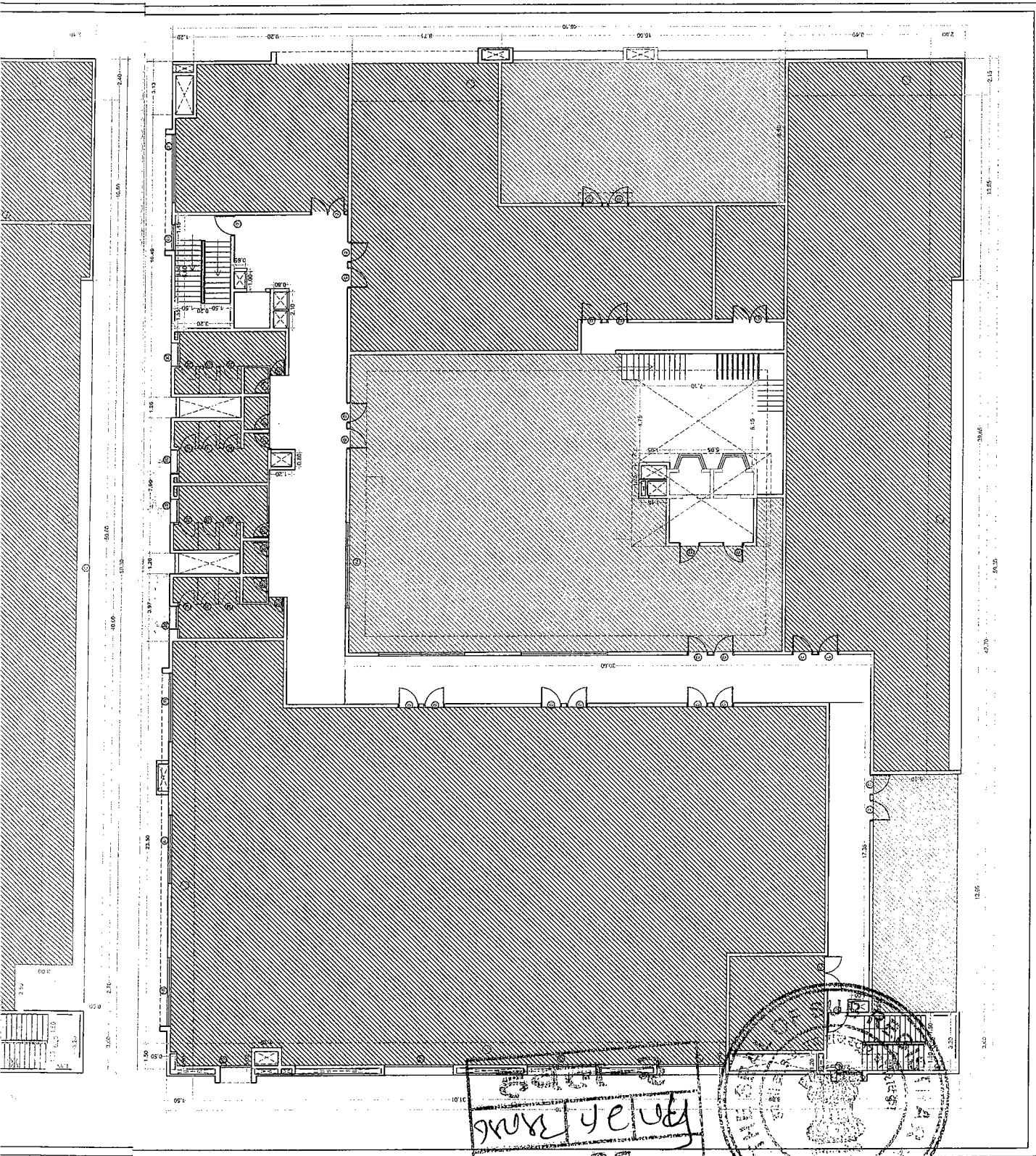
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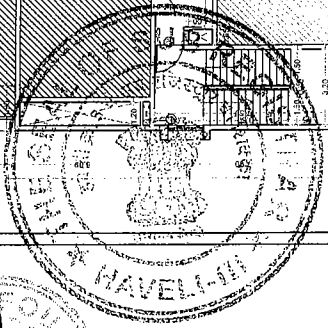
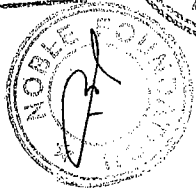
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19th October, 2019

K Raheja Cor
Raheja Tower
Bandra Kurla
Mumbai 40001

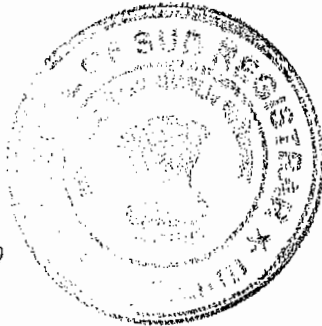
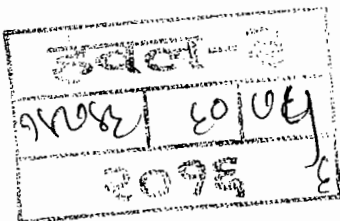
Warm Shell Condition

Dear Sirs,

Re: Propo
Privat
Amen
Ashok

1. Office area floor shall be levelled, clean & dry with IPS/cement tiles flooring of 65mm.
2. Peripheral enclosing complete-all four sides with glazing shall be properly enclosed so that the floor is reasonably watertight and avoids any security risk.
3. Finished Toilets with tiling, Plumbing & sanitary fittings shall be provided. Toilet accessories like Hand Dryer, Soap Dispensers, Towel hanger shall be in the fit-out scope.
4. Space for earth pits shall be allocated in the Building periphery.
5. Hi-side HVAC equipment (AHU + Chiller) shall be provided.
6. 100% DG Back-up to the Building

1. We have and Noble into a Lea occupatio car parks particular hereinafte interest in undivided "Premise Yerwada,
2. For secu interest, c and paye register 29/07/20 dated 18 the "salc security ("Mortg
3. We have into the letter co along wi
4. You are executer assuran
5. We have entering further p Premise under th at 1, N Mumbai rights t



Regd. Office: B
Tel: 61766000, 6



HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED

www.hdfc.com

19th October, 2016

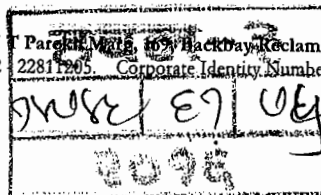
K Raheja Corp Private Limited
Raheja Tower, Plot No C-30
Bandra Kurla Complex, Bandra (E)
Mumbai 400051

Dear Sirs,

Re: Proposed Lease Deed to be entered into between K. Raheja Corp Private Limited and Noble Foundation for premises (as per Annexure) in Amenity Building ("Amenity Building"), at Commerzone Project, Samrat Ashok Path, Yerwada, Pune.

1. We have been informed by you vide letter dated **September 21, 2016**, that you and **Noble Foundation** (hereinafter referred to as the "**Lessee**") propose to enter into a Lease Deed (hereinafter referred to as "**Lease Deed**") for Lessee's use and occupation of premises (as per Annexure) in the Amenity Building alongwith 71 car parks together with proportionate undivided interest in the amenity plot (more particularly described in the said Mortgage Deeds referred to below and hereinafter referred to as the "**Amenity Plot**") (but excluding any right, title and interest in the future development potential / FSI in relation to such proportionate undivided interest in the Amenity Plot) (hereinafter collectively referred to as "**Premises**") in the Commerzone Project, located at Samrat Ashok Path, Yerwada, Pune.
2. For securing the facilities granted to you with interest, additional interest, penal interest, costs, charges, expenses and other moneys (collectively the "**Loan**") due and payable by you to us, you have vide 1. Mortgage Deed dated 18/02/2014 registered at Sr. No. 1076/2014 for Rs. 303 crs. 2. Mortgage Deed dated 29/07/2015 registered at Sr. No. 5825/2015 for Rs. 223 crs. 3. Mortgage Deed dated 18/12/2015 registered at Sr. No. 10152/2015 for Rs. 210 crs. (collectively the "**said Mortgage Deeds**"), inter alia created exclusive mortgage / charge / security interest, over your rights with respect to the Premises owned by you ("**Mortgage**") in our favour.
3. We have been informed by you that, as a condition precedent for Lessee entering into the Lease Deed with you, we would be required to issue a No-disturbance letter confirming that we would not disturb the Lessee's peaceful possession along with No Objection for executing the Lease Deed with the Lessee.
4. You are requested to send us a copy of the Lease Deed duly stamped and executed with the Lessee and registered with the concerned sub-registrar of assurances.
5. We have considered your request and we hereby give you our consent for entering into the Lease Deed with the Lessee in relation to the Premises and further permit the Lessee to sub-lease only the units situate on the 3rd floor of the Premises to **Eduspark International Private Limited**, a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at 1, **Motilal Nagar, Srirang Sabde Marg, off Link Road, Goregoan (W) Mumbai - 400104** ("**Sub-Lessee**") and confirm that without prejudice to our rights under the said Mortgage Deeds we would not disturb the peaceful

Regd. Office: Ramon House, H. P. Parekh Marg, 167 Backbay Reclamation, Churchgate, Mumbai 400 020.
Tel: 61766000, 61766100. Fax: 022 22812495. Corporate Identity Number: L70100MH1077PLC019916



K. Raheja

**Noble
Foundation**

**CERTIFIED TRUE
TRUSTEES OF NOBLE FOUNDATION
30TH AUGUST, 2016**

LEASE DEED BETWEEN

"RESOLVED THAT
Trust to enter into Lease Deed for the parcel land address bearing Survey No. 100/1 building comprising 1 floor admeasuring 100 sq. ft. Taluka Haveli (Pune) out in draft Lease Deed.

RESOLVED FURTHER
the Trust be and is authorized to execute the Lease Deed before the Sub-Registrar of the Taluka Haveli (Pune) steps as may be necessary for the purpose of such period deemed fit for the purpose."

**CERTIFIED TRUE COPY
For NOBLE FOUNDATION**

[Signature]
**VISPT J. VESUNA
TRUSTEE**

possession of the Lessee / Sub-Lessee in respect of the Premises. However, the Lease Deed and right of the Lessee / Sub-Lessee shall be subject to our mortgage / charge created under the said Mortgage Deeds. It is further subject to the condition that you shall not enter into any agreement, which will prejudice our rights as the Mortgagee under the said Mortgage Deeds. Save and except sub-lease, the Lessee shall not have any right to transfer or part with possession of the Premises. The Sub-Lessee shall not have any right to further sublease or transfer the Premises in any manner whatsoever or otherwise part with possession of the Premises or any portion thereof. Further, the Sub-Lessee shall not get any right, interest or benefit in any future development potential / FSI in relation to the proportionate undivided interest in the Amenity Plot.

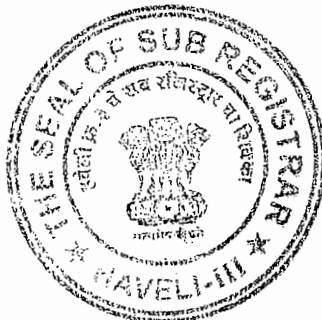
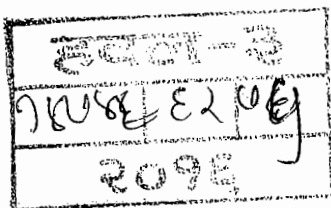
6. HDFC will not disturb or in any manner interfere with the peaceful enjoyment of the Premises by the Lessee / Sub-Lessee for the tenure of the lease, till the Lessee / Sub-Lessee is/are in lawful use and occupation of the Premises or any part thereof in terms of the Lease Deed / Sub-Lease Deed and provided that the Lessee deposits / draws all Cheque's/demand drafts pertaining to the lease rentals regularly in favour of **K Raheja Corp Pvt. Ltd. - HDFC Escrow A/c. No 00600350090335** in terms of the Lease Deed to be executed. You shall further cause the Lessee / Sub-Lessee to execute such deeds and/or documents as may be required by HDFC in this regard provided, however that the Lessee / Sub-Lessee shall review such documents for appropriateness before execution and will not unreasonably withhold execution of the same. Any costs related to these documents and/or registration fees, if any, shall be to the account of K Raheja Corp Private Limited.
7. Please, further note, that your arrangement with the Lessee or arrangement of Lessee with the Sub-Lessee shall in no way affect the security/mortgage of the Premises in the said Commerzone Project created in favour of HDFC.
8. All the provisions of this writing shall *mutatis mutandis* apply to the Sub Lessee who takes a sub-lease of the Premises / part of the Premises from the Lessee.

Kindly acknowledge receipt

Yours sincerely,
For Housing Development Finance Corporation Limited

[Signature]
Authorized Signatory

Encl : Annexure



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF TRUSTEES OF NOBLE FOUNDATION AT ITS MEETING HELD ON TUESDAY, THE 30TH AUGUST, 2016 AT 9.00 A.M. AT THE REGISTERED OFFICE OF THE TRUST.

LEASE DEED BETWEEN K. RAHEJA CORP PRIVATE LIMITED AND TRUST:

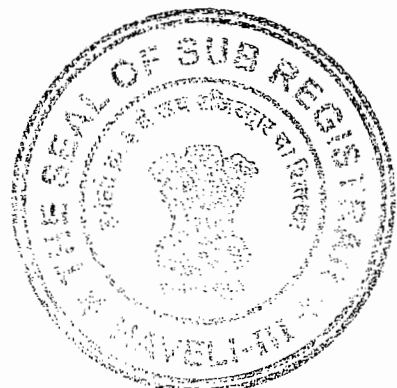
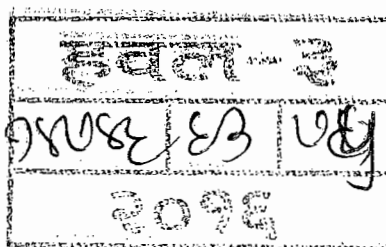
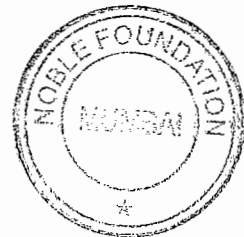
"RESOLVED THAT the consent of the Board of Trustees be and is hereby given to the Trust to enter into Lease Deed with K. Raheja Corp Private Limited in respect of piece and parcel land admeasuring 5195.95 square meters forming part of the large lands bearing Survey. No. 144 and 145 and bearing CTS Nos. 2648 and 2649 alongwith the building comprising of stilts on ground level for parking and services plus 3 (three) upper floor admeasuring in the aggregate to 5762.45 square meter carpet at Village Yerwada, Taluka Haveli (Pune), District Pune for long term lease on terms and conditions as set out in draft Lease Deed.

RESOLVED FURTHER THAT Mr. Vispi J. Vesuna or Mr. Mehernosh Talati, Trustees of the Trust be and is hereby authorized to sign, register and admit execution thereof before the Sub-Registrar of Assurances or any other authority and to take such other steps as may be necessary for enter into a Lease Deed for the Tenure of 30 Years or such period deem fit and to do all acts, deeds, things, etc. necessary for the above purpose."

**CERTIFIED TRUE COPY
For NOBLE FOUNDATION**


**VISPI J. VESUNA
TRUSTEE**


**MEHERNOSH TALATI
TRUSTEE**



K. Raheja Corp Private Limited

Plot No. C-30, Block 'G', Opp. SIDBI,
Bandra Kurla Complex, Bandra (E), Mumbai-400 051.
Phone: 91-22-2656 4000 Fax : 91-22-2656 4004



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTOR OF THE COMPANY HELD ON 2ND JUNE, 2008.

"RESOLVED THAT in supersession of the earlier Resolution passed in this regard, any one of the Directors of the Company, Mr. Arvind D. Prabhu and Mr. Anil Mathur, Authorised Signatories, be and are hereby authorised severally to sign and execute for an on behalf of the Company Memorandum of Understanding, Lease Agreements, Leave and License Agreements, Declarations/Indemnities and all other writings that may be required to be signed/executed in respect of letting out on lease/leave and license of space/premises in the project 'Commerzone' on plot bearing S. Nos. 144 and 145, CTS Nos. 2648 and 2649, situated at Village Yerawada, Taluka Haveli, District Pune and to admit execution of the documents which are required to be registered before the Sub-Registrar of Assurances in the normal course of business of the Company.

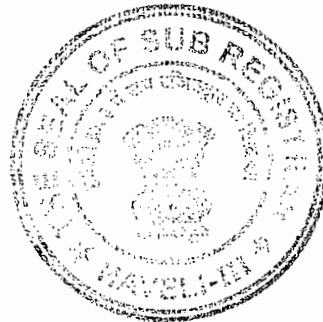
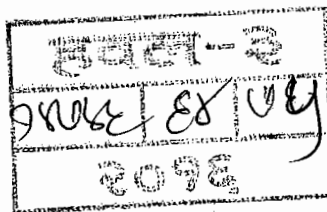
RESOLVED FURTHER THAT the Common Seal of the Company, as may be required, be affixed to the above mentioned documents, in the presence of any one of the aforesaid Directors of the Company or in the presence of any one of Mr. Arvind D. Prabhu and Mr. Anil Mathur, Authorised Signatories."

For K. Raheja Corp Pvt. Ltd.

Director

Mumbai,

Dated: 19th June, 2008



Regd. Off. : Construction House 'A', 24th Road,
Khar (W), Mumbai - 400 052. India.

Phone: 91-22-26002177

Fax: 91-22-26005264.

E-mail : krahejacorp@vsnl.com

Web: www.krahejacorp.com



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF TRUSTEES OF NOBLE FOUNDATION AT ITS MEETING HELD ON TUESDAY, THE 30TH AUGUST, 2016 AT 9.00 A.M. AT THE REGISTERED OFFICE OF THE TRUST.

LEASE DEED BETWEEN K. RAHEJA CORP PRIVATE LIMITED AND COMPANY:

"RESOLVED THAT the consent of the Board of Trustees be and is hereby given to the Trust to enter into Lease Deed with K. Raheja Corp Private Limited in respect of piece and parcel land admeasuring 5195.95 square meters forming part of the large lands bearing Survey. No. 144 and 145 and bearing CTS Nos. 2648 and 2649 alongwith the building comprising of stilts on ground level for parking and services plus 3 (three) upper floor admeasuring in the aggregate to 5762.45 square meter carpet at Village Yerwada, Taluka Haveli (Pune), District Pune for long term lease on terms and conditions as set out in draft Lease Deed.

RESOLVED FURTHER THAT Mr. Vispi J. Vesuna or Mr. Mehernosh Talati, Trustees of the Trust be and is hereby authorized to sign, register and admit execution thereof before the Sub-Registrar of Assurances or any other authority and to take such other steps as may be necessary for enter into a Lease Deed for the Tenure of 30 Years or such period deem fit and to do all acts, deeds, things, etc. necessary for the above purpose."

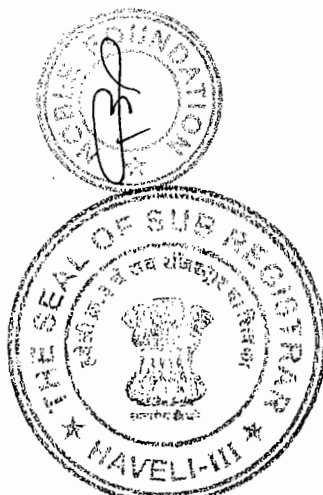
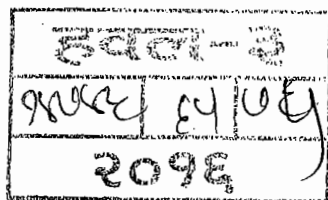
**CERTIFIED TRUE COPY
For NOBLE FOUNDATION**


**VISPI J. VESUNA
TRUSTEE**


**MEHERNOSH TALATI
TRUSTEE**



S. No.	Period
1	01.09.2017 - 31.0
2	01.06.2018 - 31.0
3	01.09.2018 - 31.0
4	01.06.2019 - 31.0
5	01.09.2019 - 31.0
6	01.09.2020 - 31.0
7	01.09.2021 - 31.0
8	01.09.2022 - 31.0
9	01.09.2023 - 31.0
10	01.09.2024 - 31.0
11	01.09.2025 - 31.0
12	01.09.2026 - 31.0
13	01.09.2027 - 31.0
14	01.09.2028 - 31.0
15	01.09.2029 - 31.0
16	01.09.2030 - 31.0
17	01.09.2031 - 31.0
18	01.09.2032 - 31.0
19	01.09.2033 - 31.0
20	01.09.2034 - 31.0
21	01.09.2035 - 31.0
22	01.09.2036 - 31.0
23	01.09.2037 - 31.0
24	01.09.2038 - 31.0
25	01.09.2039 - 31.0
26	01.09.2040 - 31.0
27	01.09.2041 - 31.0
28	01.09.2042 - 31.0
29	01.09.2043 - 31.0
30	01.09.2044 - 31.0
31	01.09.2045 - 31.0
32	01.09.2046 - 23.0



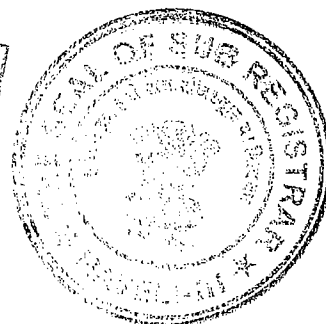
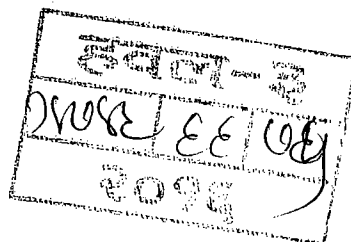
Registered Office: Motilal Nagar 1, Srirang Sabde Marg, Off Link Road, Goregaon (West), Mumbai 400 104.

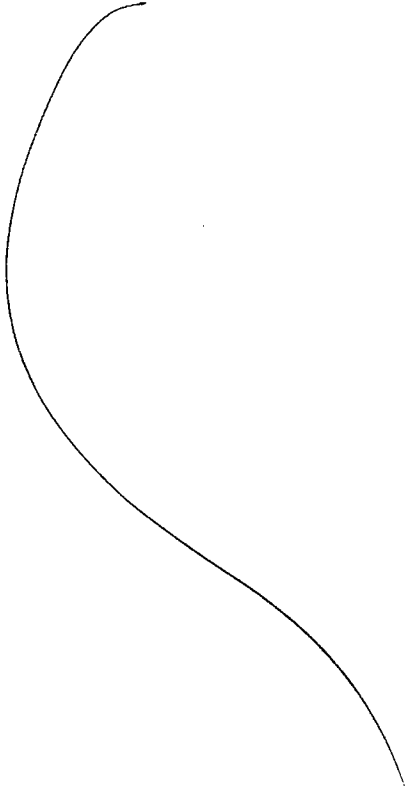
Tel. no: +91-22 3957 7070 Fax: +91-22 3957 7123

Annexure E

S. No.	Period	Monthly Rent			Total Monthly Rent
		Phase 1	Phase 2	Phase 3	
1	01.09.2017 - 31.05.2018	716,156			716,156
2	01.06.2018 - 31.08.2018	716,156	1,321,374		2,037,531
3	01.09.2018 - 31.05.2019	744,802	1,374,229		2,119,032
4	01.06.2019 - 31.08.2019	744,802	1,374,229	1,026,677	3,145,709
5	01.09.2019 - 31.08.2020	774,595	1,429,198	1,067,744	3,271,537
6	01.09.2020 - 31.08.2021	805,578	1,486,366	1,110,454	3,402,399
7	01.09.2021 - 31.08.2022	837,802	1,545,821	1,154,872	3,538,495
8	01.09.2022 - 31.08.2023	871,314	1,607,654	1,201,067	3,680,035
9	01.09.2023 - 31.08.2024	906,166	1,671,960	1,249,110	3,827,236
10	01.09.2024 - 31.08.2025	942,413	1,738,838	1,299,074	3,980,326
11	01.09.2025 - 31.08.2026	980,109	1,808,392	1,351,037	4,139,539
12	01.09.2026 - 31.08.2027	1,019,314	1,880,728	1,405,079	4,305,120
13	01.09.2027 - 31.08.2028	1,060,086	1,955,957	1,461,282	4,477,325
14	01.09.2028 - 31.08.2029	1,102,490	2,034,195	1,519,733	4,656,418
15	01.09.2029 - 31.08.2030	1,146,589	2,115,563	1,580,523	4,842,675
16	01.09.2030 - 31.08.2031	1,192,453	2,200,185	1,643,743	5,036,382
17	01.09.2031 - 31.08.2032	1,240,151	2,288,193	1,709,493	5,237,837
18	01.09.2032 - 31.08.2033	1,289,757	2,379,720	1,777,873	5,447,350
19	01.09.2033 - 31.08.2034	1,341,347	2,474,909	1,848,988	5,665,244
20	01.09.2034 - 31.08.2035	1,395,001	2,573,906	1,922,947	5,891,854
21	01.09.2035 - 31.08.2036	1,450,801	2,676,862	1,999,865	6,127,528
22	01.09.2036 - 31.08.2037	1,508,833	2,783,936	2,079,860	6,372,629
23	01.09.2037 - 31.08.2038	1,569,187	2,895,294	2,163,054	6,627,535
24	01.09.2038 - 31.08.2039	1,631,954	3,011,106	2,249,576	6,892,636
25	01.09.2039 - 31.08.2040	1,697,232	3,131,550	2,339,560	7,168,341
26	01.09.2040 - 31.08.2041	1,765,121	3,256,812	2,433,142	7,455,075
27	01.09.2041 - 31.08.2042	1,835,726	3,387,084	2,530,468	7,753,278
28	01.09.2042 - 31.08.2043	1,909,155	3,522,568	2,631,686	8,063,409
29	01.09.2043 - 31.08.2044	1,985,522	3,663,470	2,736,954	8,385,946
30	01.09.2044 - 31.08.2045	2,064,942	3,810,009	2,846,432	8,721,383
31	01.09.2045 - 31.08.2046	2,147,540	3,962,409	2,960,289	9,070,239
32	01.09.2046 - 23.09.2046	1,712,305	3,159,361	2,360,337	7,232,004



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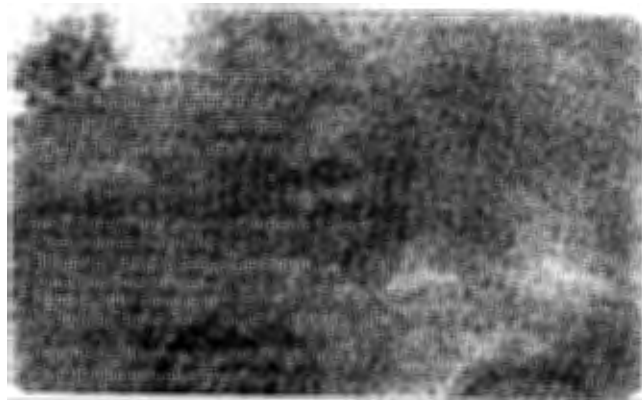




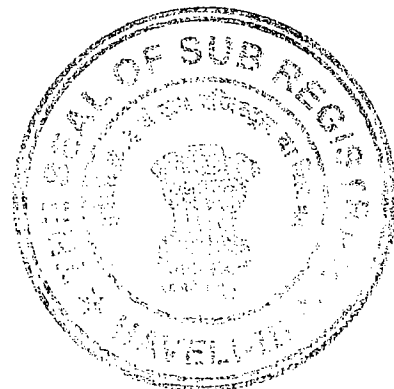
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२०९६		



आयकर विभाग		भारत सरकार
INCOME TAX DEPARTMENT		GOVT. OF INDIA
K. RAHEJA CORP. PRIVATE LIMITED		
08/11/1979		
Permanent Account Number		02112012
AAAOP0522B		

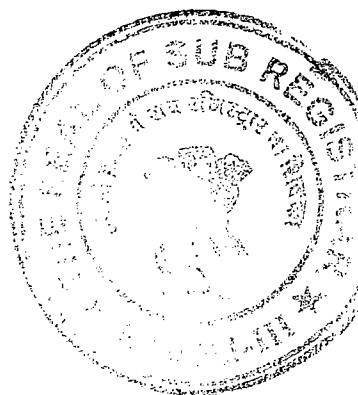


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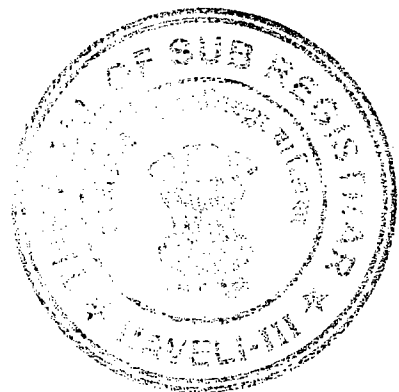


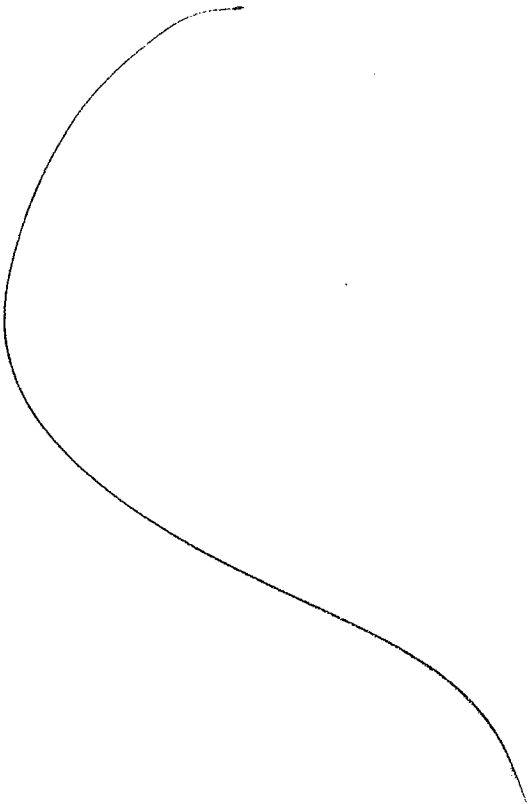
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10/11/2009
Permanent Account Number
AABTN2669K

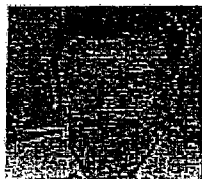
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5-15-20		
92086	69	104
2095		



PERMANENT ACCOUNT NUMBER
ABXPM9656J



NAME
ANIL NARENDRAKUMAR MATHUR

FATHER'S NAME
NARENDRAKUMAR MATHUR

DATE OF BIRTH
29-03-1965

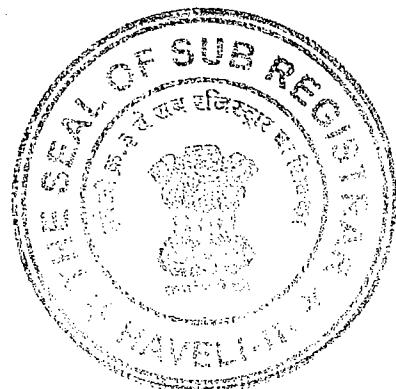
SIGNATURE

Almai

आयकर अधिकारी (कंप्यूटर सेंटर)
Commissioner of Income-tax (Computer Operations)

Almai

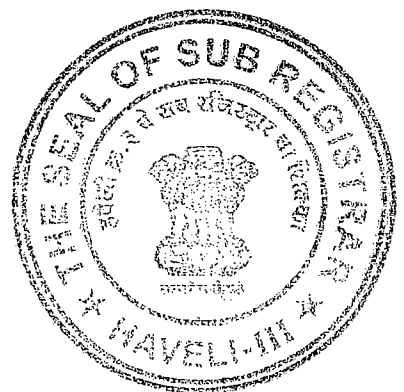
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7808	02	09
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3-12-20	
7/8/23	UG
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12/2016 3 55:00 PM

दस्त गोषवारा भाग-2

हवल3 06/06

दस्त क्रमांक:14746/2016

क्रमांक :हवल3/14746/2016

ग्राचा प्रकार :-लीजडीड

क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:लिहून घेणार- के. रहेजा कॉर्प प्रायव्हेट लिमिटेड तर्फे अधिकृत सही करणार श्री. अनिल - माथुर पत्ता:-, -, प्लॉट नं. सी-30, ब्लॉक जी, एसआयडीबीआय समोर, बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा (पू) मुंबई, -, बांदरा(ईस्ट), MAHARASHTRA, MUMBAI, Non-Government. पॅन नंबर:AAACP0522B	मालक वय :-51 स्वाक्षरी:-		
2	नाव:लिहून देणार- नोबल फौंडेशन- पब्लिक चॅरिटेबल ट्रस्ट भाडेकरू तर्फे अधिकृत ट्रस्टी श्री. विस्पी जे. वेसुना पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: व्दारा विब्योर हाय, मोतीलाल नगर-1, श्रीरंग साबडे मार्ग, ऑफ लिंक रोड, गोरेगाव (प.) मुंबई, रोड नं: -, महाराष्ट्र, मुम्बई. पॅन नंबर:AABTN2669K	वय :-56 स्वाक्षरी:-		

दस्तऐवज करून देणार तथाकथीत लीजडीड चा दस्त ऐवज करून दिल्याचे कबुल करतात.

का क्र.3 ची वेळ:02 / 12 / 2016 03 : 50 : 31 PM

ख:-

इसम दुय्यम निबंधक यांच्या ओळखीचे असून दस्तऐवज करून देणा-याना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1 नाव:अॅड. उध्दव वाखुरे - - वय:25 पत्ता:हडपसर पुणे 28 पिन कोड:411028		

का क्र.4 ची वेळ:02 / 12 / 2016 03 : 51 : 08 PM

दुय्यम निबंधक, हवेली-3

प्रमाणित करण्यात येते की,
दस्तावेज संपूर्ण...

पहिले नंबरचे पुस्तकाचे

नंबरची नोंदला

सह दुय्यम निबंधक हवेली क्र.03 सह, दुय्यम निबंधक हवेली क्र.03
दिनांक: 2 12/2016

EPayment Details.

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