

Maharashtra Industrial Development Corporation
(A Government of Maharashtra Undertaking)

POSSESSION RECEIPT

I, **Shri. Suresh Kasbe**, Surveyor on behalf of Maharashtra Industrial Development Corporation and **Shri. D. R. Unde**, Secretary on behalf of M/s. Vidhya Pratisthan have this day respectively handed over and taken over the possession of Industrial Plot **No.INS-1** admeasuring 5,076.00 Sq. Mtr. of the **Baramati Industrial Area**, District Pune after actual measurement and demarcation **of the plot on the site.**

Place : **Baramati,**

Date : **20/7/2004**

Handed over by



(**Suresh Kasbe**)
Surveyor,
Regional Office,
MIDC, Pune.



Taken over by



(**Unde D. R.**)
Signature of the allottee
or representative with
his designation.

SECRETARY
Vidya Pratisthan
Baramati, Dist. Pune

Received Adjudication Fee-
Rs. 100/- (Rs. One hundred)
Receipt No. 3859675
Date: 10-9-2004

Collector of Stamps
Pune (Rural)



No. ADJ. :- 361/04
Office of the Collector of Stamps
Pune (Rural)
Date: 19/10/2004

Received from Shri M/s. Vidya
Pratishthan residing at Baramati.
Stamp Duty of Rs. 441/60 (Forty four-
thousand one hundred sixty.
Certified Under Section 32 of the
Bombay Stamp Act, 1958 that
the full duty of 441/60 (Forty-
four thousand one hundred-
sixty) with which the
instrument chargeable has been
paid vide article 36(c) with 25(b)(12)(c)
Subject to Sec. 53 A.

Collector of Stamps, Pune (Rural)

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19-10-2004

Agreement made at Pune, the 13th day of Decr.

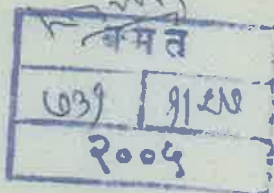
Two thousand four.

BETWEEN

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, a Corporation constituted under the Maharashtra Industrial Development Act, 1961 (MAH.III 1962) and having its Principal Office at Orient House, Adi Marzaban Path, Ballard Estate, Bombay-400038 hereinafter called the 'Grantor' (which expression shall, unless the context does not so admit, include its successors and assigns) of the One Part;

AND

M/S. VIDYA PRATISHTHAN, a Educational Institute registered under REGD. NO. MAH 782 POONA Under societies Registration Act 1860, REGD NO. F.591 Poona under Bombay Public Trusts Act 1950. and having its registered office at Vidyanagari, Bhigwan Road, MIDC, Baramati, Dist. Pune-413 133 hereinafter called 'the licensees (which expression shall unless the context does not so admit include its successor or successors executors, administrators and permitted assigns) of the Other Part:



RECITALS

WHEREAS, the Licensee has applied to the Grantor for the grant to him of a Lease of the land and premises hereinafter described, which the Grantor has agreed to grant to them upon certain terms and conditions.

AND WHEREAS, before signing this Agreement, the Licensee have paid to the Chief Executive Officer, Maharashtra Industrial Development Corporation, Bombay (hereinafter called "the Chief Executive Officer"), the sum of Rs. 12,15,800/- + Corner plot charges Rs. 1,21,580/- Total Rs. 13,37,380/- (Rs. Thirteen lacs thirty seven thousand three hundred eight only) being the amount of premium payable by the Licensees.

AND WHEREAS for the purpose of stamp duty, recurring charges such as Government Revenue, Grantor's share of cesses and the Owner's share of Municipal or Village Panchayat rates or taxes which the licensee has agreed to bear and pay under these presents although by law recoverable from the Grantor have been estimated at Rs. 13,400/- approximately per annum.

NOW IT IS HEREBY MUTUALLY AGREED as follows:

1. GRANT OF LICENCE.

During the period of 4 years from the date of handing over possession i.e. 20/07/2004 Licensee shall have license and authority only to enter upon the piece of land described in the first schedule hereunder written and delineated on the plan annexed hereto and thereon surrounded by a red coloured boundary line for the purpose of building and executing works thereon as hereinafter provided and for no other purpose whatsoever and until the grant of such Lease as is hereinafter referred to, the Licensee shall be deemed to be a bare Licensee only of the premises at the same rent and subject to the same terms as if the Lease had been actually executed.

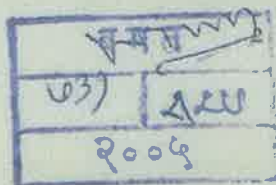
2. NOT TO DEMISE;

Nothing in these presents contained shall be constructed as a demise in law of the said land hereby agreed to be demised or any part hereof, so as to give to the Licensees any Legal interest therein until the Lease hereby contemplated shall be executed and registered but the Licensees shall only have a Licensee to enter upon the said land for the purpose of performing this Agreement.

3. SUBMISSION OF PLANS FOR APPROVAL.

The Licensee hereby agrees to observe and perform the following stipulations that is to say: -

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- (a) That they will within a period of 60 months from the date of handing over possession submit to the Executive Engineer, Maharashtra Industrial Development Corporation, in charge of the said industrial



area (hereinafter called " the Executive/Special Planning Authority Engineer" which expression shall include any other officer to whom the duties and functions of the said Executive Engineer/Special Planning Authority, Maharashtra Industrial Development Corporation may be assigned) for his approval to the specifications, plans, elevations, sections and details of the English Medium School buildings Local hereby agreed by the Licensees to be erected on the said land and the Licensee shall at their own cost and so often as he may be called upon to do so amend all or any such plans and elevations and if so required will produce the same before Executive Engineer/Special Planning Authority and will supply him such details as may be called for the specifications and when such plans, elevations, details and specification shall be finally approved by the Executive Engineer/ Special Planning Authority and signed by him the Licensees shall sign and leave with him three copies thereof and also three signed copies of any further conditions or stipulations which may be agreed upon between the Licensees and the Executive Engineer.

(b) FENCING DURING CONSTRUCTION.

The said plot of land shall be fenced in during construction by the Licensees at its expense in every respect.

(c) NO WORK TO BEGIN UNTIL PLANS ARE IN APPROVED.

No Work shall be commenced which infringes any of the conditions in the Second Schedule hereinunder written as also regulations of local authority and until a no Objection Certificates shall have been obtained from the Maharashtra Pollution Control Board as provided in the said building regulations and the said plans & elevations shall have been so approved as aforesaid and thereafter they will not make any alterations or additions thereto unless such alterations and additions shall have been previously in like manner approved.

(d) TIME LIMIT FOR COMMENCEMENT AND COMPLETION OF CONSTRUCTION WORK.

That it will within a period of ⁶⁰ months from the date of possession hereof commence and within a period of three years from the said date at her own expense and in a substantial and workman like manner and with new and sound materials and in compliance with the all municipal rules, D.C.rules of MIDC bye-laws and regulations applicable thereto and in strict accordance with the plans, elevations, details and specification to the satisfaction of the Executive, Engineer/Special Planning Authority and conformably approval by the Local authority/Planning authority marked on the plan hereto annexed and the Building Regulations D.C. rules of MIDC build and completely finish fit for occupation a building to be used as English Medium School with all requisite drains and other proper conveniences thereto.

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(e) PLANTING OF TREES IN THE OPEN SPACE.

The Licensees shall at their own expense within a period of 1 year from the date hereof plant trees in the open space on the periphery of the said land (one tree per 200 Sq. Mtrs. and one tree at a distance of 15 meters on the frontage of road or part thereof) and shall maintain the trees so planted in good condition throughout the term hereby agreed to be created under these presents.

(f) RATES & TAXES.

That it will pay all rates, taxes, charges, claim and outgoing chargeable against an owner or occupier in respect of the said land and any building erected thereon.

(g) FEES OR SERVICE CHARGES TO BE PAID BY THE LICENSEE.

That the Licensees shall from time to time pay to the Grantor such recurring fees in the nature of service or other charges as may be prescribed by the Government of Maharashtra under the Maharashtra Industrial Development Act, 1961 or Rules framed thereunder in respect of the amenities or common facilities provided by the Grantor and in default of such payment within thirty days from the date of service on the Licensee/Licensees of notice in that behalf such recurring fees or service charges may be recovered from the Licensees as an arrears of land revenue together with interest thereon at 12.5 per cent from the date of default in payment.

(h) INDEMNITY.

That it will keep the Grantor indemnified against any act and all claims for damages which may be caused to any adjoining buildings or other premises by such building or in consequences of the execution of the aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the Municipality or any Local Authority in respect of the said works or of anything done under the authority herein contained.

(i) SANITATION.

That it will observe and conform to all rules, regulations and bye-laws of the Local Authority concerned or any other statutory regulations in any way relating to public health and sanitation in force for the time being and shall provide sufficient latrine accommodation and other sanitary arrangement for the laborers and workman employed during the construction of the building on the said land in order to keep the said land and its surroundings clean and in good condition to the entire satisfaction of the Executive Engineer/Special Planning Authority and shall not, without the consent in writing of the Executive Engineer/Special Planning Authority permit any laborers or workman to reside upon the said land

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and in the event of such consent being given shall comply strictly with the terms thereof.

(j) TO COMPLY WITH THE PROVISION OF WATER (PREVENTION & CONTROL OF POLLUTION) ACT, 1974 & AIR (PREVENTION CONTROL OF POLLUTION) ACT, 1981.

The Licensees shall duly comply with the provisions of the Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 and the rules made thereunder as also with any conditions which may from time to time, be imposed by the Maharashtra Prevention of Water Pollution Board Constituted under the said Act as regards the collection, treatment and disposal of discharges of effluent or waste or otherwise howsoever and shall indemnify and keep indemnified the Grantor against the consequences of any breach or non-compliance of any such provision or condition as aforesaid.

(k) EXCAVATION.

That it will not make any excavation upon any part of the said land nor remove any stones, earth or other material there from except so far as may, in the opinion of the officer authorized by the Grantor, be necessary for the purpose of forming the foundations of the building and compound walls and executing the works authorized by this Agreement.

(l) INSURANCE :

That it will as soon as any building to be erected on the said land shall be roofed insure and keep insured the same in the joint names of the Grantor and the Licensees against damage by fire in an Insurance Company having an office of in Bombay and to be approved by the Chief Executive Officer for an amount equal to the cost of such building and will on request produce to the Chief Executive officer, the Policy or Policies of insurance and receipts for the payment of last premium and will forthwith apply all moneys received by virtue of such insurance in rebuilding or reinstating the building.

(m) BENEFIT OF AGREEMENT NOT ASSIGNBLE.

That it will not directly or indirectly transfer, assign, sell, encumber or part with their interest under or the benefit of this agreement or any part thereof in any manner whatsoever without the previous of consent in writing of the Chief Executive Officer and it shall be open to the Chief Executive Officer to refuse such consent or grant the same subject to such conditions including the condition for payment of additional premium as he may in his absolute discretion think fit.

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(n) NUISANCE

That it will not any any time do, cause or permit any nuisance in or upon the said land and in particular shall not use or permit the said land to be used for any industry set out in the Third Schedule hereunder written for any purpose which may be offensive by reason of emission of odour, liquid, effluvia, dust, smoke, gas, noise, vibrations or fire-hazards, and shall duly comply with the directions which may from time to time be issued by the said Maharashtra Pollution Control Board with utmost promittude for the purpose of preventing any air pollution by reason of any such emission of odour, liquid-effluvia dust, smoke, gas or otherwise howsoever,

(o) ACCESS ROAD.

That it will at their own cost construct and maintain an access road leading from the Estate Road to the said land in strict accordance with the specifications and details prescribed by the Executive Engineer/Special Planning Authority,

(p) PREFERENCE IN EMPLOYMENT OF LABOUR

That in employing skilled and unskilled labour they will give first preference to the persons who are able-bodied and whose lands are acquired for the purpose of the said industrial area.

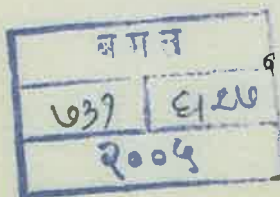
While employing skilled and unskilled labour, they will also recruit the maximum local people on the basis of their knowledge of handling and operating the equipment/ machineries used by the Licensee/Lessee and general qualifications of the local Labour.

4. POWER TO TERMINATE AGREEMENT.

Should the Executive Engineer/Special Planning Authority not issue No objection or should the Local Authority/ Planning Authority not approve of the plans, elevations, details and specifications whether originally submitted or subsequently required or should the Executive Engineer not issue No Objection or if the same shall not be submitted within the time hereinbefore stipulated the Chief Executive Officer may be notice in writing to the Licensees terminate this Agreement and if possession as a License has been given to the Licensees may re-enter upon the said plot of land and thereupon the plot shall be resumed to the Grantor.

5. POWER OF GRANTOR.

Until the English Medium School building and works have been completed and certified as completed in accordance with clause 7 hereof the grantor shall have the following rights and powers: -



a) TO ENTER AND INSPECT.

The right of the Chief Executive Officer, Executive Engineer/Special Planning Authority and the Officers and Servants of the Grantor acting under the directions of them at all reasonable times to enter upon the said premises to view the stage and progress of the work and for all other reasonable purpose.

b) TO RESUME LAND.

(i) In Case the Licensees shall fail to complete the said English Medium School building within the time aforesaid and in accordance with the stipulation hereinbefore contained (time-in this respect being the essence of the contract) or shall not proceed with the works with due diligence or shall commit default in payment to the Grantor of the recurring fees in the nature of service or other charges as hereinabove provided or shall fail to observe any of the stipulations on his part herein contained, right and power to re-enter through the Chief Executive Officer, upon and resume possession of the said land and everything thereon and thereupon this Agreement shall lease and terminate and all erections and materials, plant and things upon the said plot of land shall not withstanding any enactment for the time being in force to the Contrary belong to the Grantor without making any compensation or allowance to the Licensee for the same and without making any payment to the Licensee for refund or repayment of the premium aforesaid or any part thereof but without prejudice nevertheless to all other legal rights and remedies of the Grantor against the Licensees.

(ii) To continue the said land in the Licensees occupation on payment of such additional premium as may be decided upon by the Grantor or the Chief Executive Officer, and

(iii) To direct removal or alteration of any building or structures erected or used contrary to the conditions of the grant within the time prescribed in that behalf and on such removal or alteration not being carried out and within the time prescribed cause the same to be carried out and recover the cost of carrying out the same from the Licensees as an arrear of land revenue.

c) All building materials and plant which shall have been brought upon the said land by or for the Licensees for the purpose of erecting such building as aforesaid shall be considered as immediately attached to the said plot of land and no part thereof other than defective or improper materials (removed for the purpose of being replaced by proper material) shall be removed from the said land without the previous consent of the Chief Executive Officer until after the grant of the completion certificate mentioned in clause 7 thereof.

Handwritten signature above the stamp.

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6. EXTENSION OF TIME.

Notwithstanding any such default as aforesaid, the Chief Executive Officer, may in his discretion give notice to the Licensees of his intention to enforce the Licensee's Agreement herein contained or may fix any extended period for the completion of the English Medium School building and works for the said period mentioned in clause 3 (a) above if he is satisfied that the building and works could not be completed within the prescribed time for reasons beyond the control of the Licensees and thereupon the obligations here under of the Licensees to complete the English Medium School building and to accept a lease shall be taken to refer to such extended period.

7. GRANT OF LEASE.

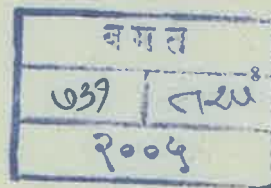
As soon as the Executive Engineer/Special Planning Authority has certified that the English Medium School building and works have been erected in accordance with the terms hereof and if the Licensees shall have observed all the stipulations and conditions hereinbefore contained, the Grantor will grant and the Licensees will accept a Lease (which shall be executed by the parties in duplicate) of the said land and the English Medium School building erected thereon for the terms of ninety five years from the date hereof at the yearly rent of Rupee One.

8. FORM OF LEASE.

The Lease shall be prepared in duplicate in accordance with the form of Lease set out in the Annexure to this Agreement with such modifications and additions thereto as may be agreed upon and all costs, charges and expenses of and incidental to the execution of this Agreement and its duplicate also the Lease and its duplicate shall be borne and paid by the Licensees alone.

9. NOTICE.

All notices, consents, no objections and approvals to be given under the Agreement shall be in writing and shall unless otherwise provided herein be signed by the Chief Executive officer or any other Officer authorized by him and any notice to be given to the Licensees shall be considered as duly served if the same shall have been delivered to, left or posted, addressed to the Licensees or the Engineer or the Architect of the Licensees at the usual or last known place of residence or business or on the said land hereby agreed to be demised or if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said land.



10. GRANTOR MAY ALTER ESTATE RULES.

The Grantor may at any time and from time to time alter the layout, Building Regulations, D.C Rules of MIDC, General Estate Regulations relating to the other parts of the Estate of the Grantor of which the said land forms part and the Licensees shall have no right to require the enforcement thereof or any of them at any time against the Grantor or any person claiming under the Grantor.

11. MARGINAL NOTES.

The marginal notes do not form part of this Agreement and they will not be referred to for the construction and interpretation thereof.

12. CONFLICT BETWEEN AGREEMENT AND RULES.

Should there be any conflict between the terms contained in this Agreement and the terms contained in the Building Regulations/ DC Rules of MIDC set out in the Second Schedule and the D.C. Rules of MIDC hereinbefore referred to the former shall prevail.

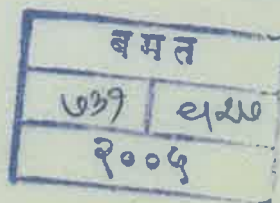
13. For the purpose of this Agreement to Lease the expression Chief Executive officer shall include the Deputy Chief Executive Officer/the Regional Officer/the General Manager (Legal)/ the Area Manager and any other Officer specially authorized by the Chief Executive Officer.

IN WITNESS WHEREOF SHRI A. M. KAWADE, the Regional Officer of the Maharashtra Industrial Development Corporation, has for and on behalf of the aforesaid, Maharashtra Industrial Development Corporation, set his hand and affixed the Common Seal of the Corporation hereto on its behalf and the Licensees have caused its common Seal to be affixed -hereunto the day and year first above written.

FIRST SCHEDULE
(DESCRIPTION OF LAND)

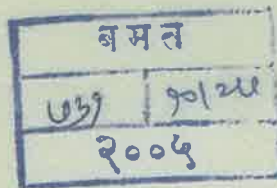
All that piece or parcel of land known as Plot No. INS-1 in the Baramati Industrial Area, within the village limit of Rui & outside the limits of Baramati Municipal Council, Taluka BARAMATI District Pune containing by admeasurement 5076.00 m2 or thereabouts and bounded as follow, that is so say-

On or towards the North by	: Plot No. O/S-2 & MIDC Boundary
On or towards the South by	: 30 mtr. MIDC Road
On or towards the East by	: MIDC Boundary, Plot No. R-44 and of s-2
On or towards the West by	: 30 mtr. MIDC Road & 20 Mtr. Road.



**SECOND SCHEDULE
(BUILDING REGULATIONS)**

1. The development control Rules applicable to MIDC Industrial Area shall be applicable to this Industrial area.
2. The Licensee shall utilize the periphery of the plot for the purpose of planting trees. At least one tree shall be planted per 200 square meters and one tree at a distance of 15 meters on the frontage of road or part thereof.
3. The Licensees shall not use the land for the purpose of except as a **English Medium School**. It shall not be used for obnoxious industries, a list whereof is set out in the Third Schedule hereunder written.
4. The Licensees shall obtain a No Objection Certificate from the Maharashtra Pollution Control Board constituted under the Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 as regards water pollution as also air pollution and shall duly comply with the directions which may from time to time be issued by the said Board for the purpose of preventing any water or air pollution and shall not commence any construction on the said plot before obtaining such No Objection Certificate.
5. No construction work shall be commenced unless the plans, elevations and section have been approved by the Local Authority and no addition or alteration to building, the plans of which have been so approved, shall at any time be made except with the similar previous approval of the said Local Authority/Planning authority.
6. All survey boundary marks demarcating the boundaries of plots shall be properly preserved and kept in good repair by the Licensees during the period of construction of buildings, where more than one Licensee is concerned with the same boundary mark, the officer authorized by the Grantor shall allocate this obligation suitably.
7. Three sets of the specifications, plans elevations as approved by the Local Authority / Planning Authority shall be submitted to the Executive Engineer / Special Planning Authority for record and to enable him to grant No Objection.



THIRD SCHEDULE
(List of obnoxious Industries)

1. Fertilizer, manufacture from organic materials, provided however, that these provisions shall not apply to the manufacture of fertilizers from previously processed materials which have no noxious odours or fumes and which do not produce noxious odours or fumes in the compounding or manufacturing thereof.
2. Sulphurous, sulfuric, picric, nitric, hydrochloric or other acid manufacture or their use or storage, except as accessory to a permitted industry.
3. Ammonia Manufacture.
4. Incineration, reduction or dumping of offal, dead animal, garbage or refuse on a commercial basis.
5. Tar distillation or manufacture.
6. Cement manufacture.
7. Chlorine manufacture
8. Bleaching powder manufacture.
9. Gelatine or glue manufacture or processes involving recovery from fish or animal offal.
10. Manufacture or storage of explosives or fire works.
11. Fat rendering.
12. Fat, tallow's, grease or lard refining or manufacture.
13. Manufacture of explosive or inflammable products or pyroxyline.
14. Pyroxylin manufacture.
15. Dye-still and pigment manufacture.
16. Turpentine paints, varnish or size manufacture or refining.
17. Garbage, offal or dead animals reductions, dumping or incineration.
18. Stockyard or slaughter of animals or fowls.
19. Tallow, grease or lard manufacture.
20. Tanning, curing or storage of rawhides or skins.
21. Wool pulling or scouring.
22. Yeast plant.
23. Paper and paper products.
24. Charcoal.
25. Manufacture of Viscose Rayon.
26. In general those uses which may be obnoxious or offensive by reason or emission of odor, liquid effluvia, dust, smoke, gas, noise, vibration or fire hazards.



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SIGNED, SEALED & DELIVERED
BY SHRI A. M. KAWADE
the Regional Officer of the
within named Maharashtra Industrial
Development Corporation in the
presence of: -



ANIL KAWADE
Regional Officer
M.I.D.C., Pune - 3.

SHRI. R. K. Vanjore, *[Signature]*
S. V. Chitambar, *[Signature]*

THE COMMON SEAL of
the above named License

M/S. VIDYA PRATISTHAN

Was, pursuant to a Resolution of its
Board of Directors passed in the behalf
On the 11th day of May, 2003
hereunto affixed in the presence of



1 Sh. D R Unda *[Signature]*

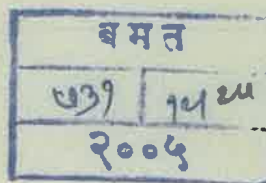
2.

SEAL
Vidya Pratishthan
Vidyanagar, B. Road, Dist. Pune

Director/Directors / of the Educational Institute
Who, in token of having affixed the Seal of the
Company's has set their
hand/have set their
respective hands hereto in the
presence of:.

1 Sh. A P MURKAPADIA *[Signature]*

2 Sh. Shinde R. E. *[Signature]*



FOURTH SCHEDULE

(Form of Lease)

THIS LEASE made at _____ the _____ day of Two thousand four. BETWEEN MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, A Corporation constituted under the Maharashtra Industrial Development Act, 1961 (MAH.III 1962) having its principal Office at Orient House, Adi Marzban path, Ballard Estate, Bombay - 400 038 hereinafter called "the Lessor" (which expression shall, unless the context does not so admit, include its successors and assigns) OF THE ONE PART;

AND

M/s. _____ a Company incorporated under the Indian Companies Act VII of 1913. Companies Act. 1956 and having its registered office at _____ hereinafter called "the Lessee" (which expression shall, unless the context does not so admit, includes its successor or successors in business and permitted assigns) of the Other Part:

RECITALS,

WHEREAS by an agreement dated the _____ and made between the Lessor of the One Part and the Lessees of the Other part the Lessor agreed to grant the Lessee upon the performance and observance by the Lessees of the obligations and conditions contained in the said Agreement a Lease of the piece of land and premises hereinafter particularly described in the manner hereinafter mentioned.

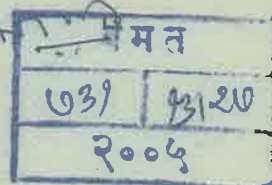
AND WHEREAS, pursuant to the said Agreement to the Certificate of Completion thereby contemplated has been granted.

AND WHEREAS, the purpose of stamp duty, recurring charges such as Government revenue, the Lessor's share of ceases and the owner's share of Municipal or Village Panchyat rates or taxes, which the Lessee has agreed to bear and pay under these presents although by law recoverable from the Lessor have been estimated at Rs. _____ (Rupees _____) approximately per annum.

NOW THIS LEASE WITNESSETH as follows :

Description of Land:

In consideration of the premises and of the sum of Rs. _____ (Rupees _____ only) paid by the Lessees to the Lessor as premium and of the rent hereby reserved and of the covenants and agreements on the part of the Lessee hereinafter contained the lessor doth hereby demise unto the Lessees ALL that piece of land known as Plot No. _____ in the Industrial Area, and within/outside the limits of _____ Municipal Council, within the village limits of _____ Taluka and Registration Sub-District _____ District and Registration District _____ containing _____



by admeasurement _____ Sq. Mtr. Or thereabouts and more particularly described in the First Schedule hereunder written and shown surrounded by a red coloured boundary line on the plan annexed hereto together with the buildings and erections now or at any time hereinafter standing and being thereon AND TOGETHER WITH all rights, easements and appurtenances thereto belonging EXCEPT AND RESERVING unto the Lessor all mines and minerals in and under the said land or any part thereof TO HOLD the land and premises hereinbefore expressed to be hereby demised (hereinafter referred to as "the demised premises") unto the Lessees for the term of _____ years computed from the First day of _____ subject nevertheless to the provisions of the Maharashtra Land Revenue Code, 1966 and the rules thereunder PAYING THEREFORE yearly during the said term unto the Lessor at the Office of the Chief Executive Officer of the Lessor (hereinafter referred to as "the Chief Executive Officer" which expression shall include any other Officer to whom the duties or functions of the Chief Executive Officer, Maharashtra Industrial Development Corporation, may be assigned) or as otherwise required the yearly rent of rupee one; the said rent to be paid in advance without any deductions whatsoever on or before the 1st day of January in each and every year.

2. Covenants by the Lessee:

The Lessee with intent to bind all persons into whomsoever hands the demised premises may come doth hereby convenient with the Lessor as follows:-

(a) To Pay rent :

During the said term hereby created to pay unto the Lessor the Said rent at the times on the days and in manner hereinbefore appointed for payment thereof clear of all deductions.

(b) To pay rates and taxes :

To pay all existing and future taxes, rates, assessments and outgoing of every description for the time being payable either by landlord or tenant or by the occupier in respect of the demised premises and anything for the time being thereon.

(c) To pay fees or Service Charges :

Throughout the said term hereby created to pay to the Lessor from time to time such recurring fees in the nature of service charges/drainage cess as may from time to time be prescribed by the Government of Maharashtra under the Maharashtra Industrial Development Act, 1961 or Rules framed thereunder in respect of the amenities or common facilities provided by the Lessor.

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(d) Planninting of trees in the open space

The Lessee shall at its own expense within a period of one year from the date hereof plant trees in the marginal space to be kept open to sky of the said land within the demised premises and shall maintain the trees so planted in good condition throughout the term hereby created under these presents. At least one tree shall be planted per 200 square meters and tree at a distance of 15 meters on the frontage of road of part thereof but within the demised premises.

e) Not to excavate :

Not to make any excavation upon any part of the said land hereby demised nor remove any stone, sand, gravel, clay or earth therefrom except for the purpose of forming foundation of building or for the purpose of executing any work pursuant to the terms of this Lease.

f) Not to erect beyond building line :

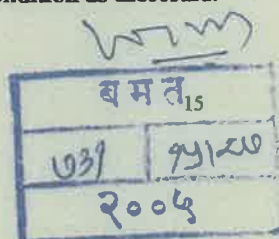
Not to erect any building, erection or structure except compound wall and step and garages and necessary adjuncts thereto as hereinafter provided on any portion of the said land outside the building line shown upon the said plan hereto annexed.

g) Access Road :

The Lessees having at its their own expense constructed an access road leading from the main road to the demised premises delineated on the plan hereto annexed and thereon coloured red will at all times hereafter maintain the same in good order and conditions to the satisfaction of the Executive Engineer, Special Planning Authority, Maharashtra Industrial Development Corporation, in charge of the said Industrial Area (hereinafter referred to as "the Special Planning Authority / Executive Engineer" which expression shall include any other Officer to whom the duties or function of the said Executive Engineer/Special Planning Authority, Maharashtra Industrial Development Corporation, may be assigned).

h) TO COMPLY WITH THE PROVISIONS OF WATER, (PREVENTION & CONTROL OF POLLUTION) ACT, 1974 & AIR (PREVENTION & CONTROL OF POLLUTION) ACT, 1981.

The Lessees shall duly comply with the provision of the Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention & Control of Pollution) Act, 1981 and the rules made thereunder as also with any condition which may from time to time, be imposed by the Maharashtra Pollution Control Board constituted under the said Act as regards the collections, treatment and disposal or discharges of effluent or waste or otherwise however and shall indemnify and keep indemnified the Lessor against the consequences of any breach or non-compliance of any such provision or condition as aforesaid.



i) To build as per Agreement .

Not at any time during the period of this demise to erect any building, erection or structure on any portion of the said land except in accordance with the said Building Regulation set out in the Second Schedule hereto.

j) Plans to be submitted before building .

That no building or erection to be erected hereafter shall be commenced unless and until specifications, plans, elevations, sections and details thereof shall have been previously submitted by the Lessees in triplicate for scrutiny of and be approved in writing by the Executive Engineer /Special Planning Authority and a No Objection Certificate shall have been obtained from the Maharashtra Pollution Control Board as provided in the said Building Regulations/ D.C Rules of MIDC.

k) INDEMNITY.

To indemnify and keep indemnified the Lessor against any and all claims for damages which may be caused to any adjoining buildings or other premises by such building or in consequences of the execution of the aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the Municipality or any Local Authority in respect of the said works or of anything done under the authority herein contained.

l) To build according to rules :

Both in the construction of any such building or erection and at all times during the continuance of this demise to observe and to confirm to the said Building Regulation/D.C. Rules of MIDC and to all bye-laws, rules and regulations of the Municipality/ Local Authority or other body having authority in that behalf and any other statutory regulations as may be in force for the time being relating in any way to be demised premises and any building thereon.

m) Sanitation :

To observe and confirm to all rules , regulations and bye-laws of the Local Authority/Special Planning Authority concerned or any other statutory regulations in any way relating to public health and sanitation in force for the time being and to provide sufficient latrine facilities accommodation and other sanitary arrangements for the labourers, workmen and other staff employed on the demised premises in order to keep the demised premises and surroundings ,clean and in good condition to the satisfaction of the Executive Engineer/Special Planning Authority and shall not without the previous consent in writing of the Executive Engineer /Special Planning Authority permit any labourers or workman to reside upon the demised premises and in the event of such consent being given shall comply strictly with the terms thereof.

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n) **Alterations :**

That no alterations or additions shall at any time be made to the facade or elevation of any building or erection erected and standing on the demised premises or architectural features thereof except with the previous approval in writing of the Executive Engineer.

o) **To Repair :**

Throughout the said term at the Lessees expense well and substantially to repair pave, cleanse and keep in good and substantial repair and conditions (including all usual and necessary internal and external painting, colour and white washing) to the satisfaction of the Executive Engineer, the said building and premises and the drains , compound walls and fences thereunto belonging and all fixtures and additions thereto.

p) **To enter and Inspect :**

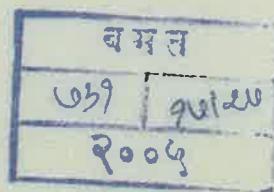
To permit the Lessor or the Chief Executive Officer or the Executive Engineer/Special Planning Authority and the Officers, Surveyors, Workmen or others employed by them from time to time and at all reasonable times of the day during the term hereby granted after a week's previous notice to enter into and upon the demised premises and to inspect the state of repairs thereof and if upon such inspection it shall appear that any repairs are necessary, they or any of them may by notice to the Lessees call upon them to execute the repairs and upon their failure to do so within reasonable time the Lessor may execute them at the expense in all respect of the Lessees.

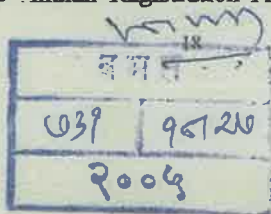
q) **Nuisance :**

Not to do or permit anything to be done on the demised premises. which may be a nuisance, annoyance or disturbance to the owners, occupiers or residents of other premises in the vicinity.

r) **User :**

To use the demised premises only for the purpose of the English Medium School but not for the purpose of a factory of any of the obnoxious industries specified in the annexure set out in the Third Schedule hereunder-written and not to use the demised premises or any part thereof for any other purpose nor for the purpose of any factory which may be obnoxious , or offensive by reason of emission of odour , liquid-effluvia , dust , smoke, gas, noise, vibrations or fire-hazards, and shall duly comply with the directions which may from time to time be issued by the said Maharashtra Prevention of Water Pollution Control Board with utmost promptitude for the purpose of preventing any air pollution by reason of any such emission of odour, liquid-effluvia, dust, smoke, gas or otherwise howsoever.





notice of such assignment or assurance to the lessor such delivery to be made to the Chief Executive Officer or to such Officer or person on behalf of the Lessor as the Lessor shall from time to time require.

w) To give preference in employment of Labour

In employing skilled and unskilled labour, the Lessees shall give first preference to the persons who are able-bodied and whose lands are acquired for the purpose of the said industrial Area.

While employing skilled unskilled labour, they will also recruit the maximum local people on the basis of their knowledge of handling and operating the equipment's/ machineries used by the Licensee/Lessee and general qualifications of the local labour.

x) Notice in Case of death :

And in the event of the death of any permitted assign or assigns of the Lessee being a natural person, the person or persons to whom the title shall be transferred persons as heir or otherwise shall cause notice thereof to be given to the Lessor within three months from such death.

3. Recovery of Rent, Fees etc. as Land Revenue :

If and whenever any part of the rent hereby reserved or recurring fees or Service charges payable by the Lessees hereunder shall be in arrears the same may be recovered from the Lessees as an arrears of lane revenue under the provisions of the Maharashtra Land Revenue Code, 1966 (XLI of 1966).

4. Rent Fees etc. in arrears :

If the said rent hereby reserved or recurring fees or service charges payable by the Lessees hereunder shall be in arrears for the space of thirty days whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants by the Lessees hereinbefore contained the lessor may re-enter upon any part of the demised premises in the name of the whole and thereupon the term hereby granted and right to any renewal there of shall absolutely cease and determine and in that case no compensation shall be payable to the Lessee on account of the building or improvements built or carried out on the demised premises, or claimed by the Lessee/Lessees on account of the building or improvements built or made. PROVIDED ALWAYS that except for non-payment of as aforesaid the power of re-entry herein before contained shall not be exercised unless and until the lessor or the Chief Executive Officer on behalf of the Lessor shall have given to the lessee or left on some part of the demised premises a notice in writing of his intention to enter and of the specific breach or breaches of covenants in respect of which the re-entry is intended to be made and default shall have been made by the Lessee in remedying such breach or breaches within three months after the giving or leaving of such notice.

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5. Lessor's Covenant for peaceful enjoyment :

The Lessor doth hereby covenant with the Lessees that the Lessees paying the rent hereby reserved and performing the covenants hereinbefore on the Lessee's part contained shall and may peaceably enjoy the demised premises for the said term hereby granted without any interruption or disturbance from or by the Lessor or any person or persons lawfully claiming by from or under the Lessor.

6. Registration of Estate Rules :

The layout of the _____ Industrial Area and the Building and other Regulations/ D.C. rules of MIDC and covenants relating thereto other than the premises hereby demised may be altered by the lessor from time to time as the lessor, thinks fit and the Lessees shall have no right to require the enforcement thereof or any them against the Lessor or any person claiming under the Lessor.

7. Renewal of Lease :

If the Lessee shall have duly performed and observed the covenants and conditions on the part of the Lessees hereinbefore contained and shall at the end of the said term hereby granted be desirous of receiving a new Lease of the demised premises and of such desire shall give notice in writing to the lessor before the expiration of the term hereby granted the lessor shall and will at the cost and expense in every respect of the Lessees grant to the Lessees a new Lease of the demised premises for a further term of _____ years on payment of premium as may be determined by the Lessor and with covenants provision and stipulations hereinbefore contained except this covenant for renewal and except that the building and other regulations referred to in such Lease shall be such as the Lessor may direct.

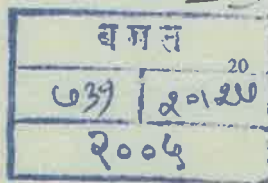
8. Costs and charges to be borne by the Lessee

The stamp duty and registration charges as may decoded by the State Government in respect of the preparation and execution of this Lease and its duplicate including the costs, charges and expenses of attorneys of the Lessor shall be borne and paid wholly and exclusively by the Lessees.

9. Marginal Notes :

The Marginal notes do not form part of the Lease and shall not be referred to for construction or interpretation thereof.

IN WITNESS WHEREOF SHRI. _____ the General Manager (Legal), Regional Officer of the Maharashtra Industrial Development Corporation has, for and on behalf of the Maharashtra Industrial Development Corporation, the Lessor above named, set his hand and affixed the Common Seal of the Corporation hereto on its behalf and the Lessees have set their respective hands hereto the day and year first above written.



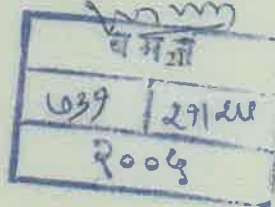
FIRST SCHEDULE
(DESCRIPTION OF LAND)

All that piece or parcel of land known as Plot No. _____ in
the _____ Industrial Area, within the village limit of _____ and
withih/outside the limits of Municipal Council, Taluka and Registration
Sub-district _____ District and Registration
District _____ containing by admeasurement _____ Sq. Mtrs. or
thereabout and bounded by red coloured boundary lines on the plan
annexed hereto, that is to say:

On or towards the North by :-
On or towards the South by :-
On or towards the East by :-
On or towards the West by :-

SECOND SCHEDULE
(BUILDING REGULATIONS)

1. The Development Control Rules applicable to MIDC Industrial Area shall be applicable to this Industrial Area
2. The periphery of the plot shall be utilized for the purpose of planting trees. Atleast one tree shall be planted per 200 square meters and one tree at a distance of 15 meters on the frontage of road part thereof but within the demised premises.
3. The Licensees shall not use the land for any purpose except as a English Medium School. It shall not be used for obnoxious industries, a list whereof is attached.
4. No construction work shall be commenced unless the plans, elevations and sections have been approved by the Local Authority/Planning Authority and no addition or alternation to buildings, the plans of which have been so approved, shall at any time be made except with the similar previous approval of the said Local Authority/Planning Authority.
5. The Lessees shall obtain a No Objection Certificate from the Maharashtra Pollution Control Board constituted under the Water (Prevention and Control of Pollution)Act, 1974 & Air (Prevention and Control of Pollution) Act, 1981 as regards water pollution as also air pollution and shall duly comply with the directions which may from time to time be issued by the said Board for the purpose of preventing any water or air pollution and shall not commence any construction on the said plot before obtaining such No Objection Certificate.



6. All survey boundary marks demarcating the boundaries of plots shall be properly preserved and kept in good repair by the Licensee during the period of construction of buildings, where more than one Lessee is concerned with the same boundary mark the officer authorised by the Lessor shall allocate this obligation suitably.
7. Three sets of the specifications, plans elevations and sections as approved by the Local Authority/Planning Authority shall be submitted to the Executive Engineer for record and to enable him to grant No Objection.

THIRD SCHEDULE
(List of obnoxious Industries)

1. Fertilizer, manufacture from organic materials, provided however, that these provisions shall not apply to the manufacture of fertilizers from previously processed materials which have no noxious odours or fumes and which do not produce noxious odours or fumes in the compounding or manufacturing thereof.
2. Sulphurous, sulfuric, picric, nitric, hydrochloric or other acid manufacture or their use or storage, except as accessory to a permitted industry.
3. Ammonia Manufacture.
4. Incineration, reduction or dumping of offal, dead animal, garbage or refuse on a commercial basis.
5. Tar distillation or manufacture.
6. Cement manufacture.
7. Chlorine manufacture
8. Bleaching powder manufacture.
9. Gelatins or glue manufacture or processes involving recovery from fish or animal offal.
10. Manufacture or storage of explosives or fire works.
11. Fat rendering
12. Fat, tallow's, grease or lard refining or manufacture
13. Manufacture of explosive or inflammable products or Pyroxylin.
14. Pyroxylin manufacture.
15. Dye-stuff and pigment manufacture
16. Turpentine, paints, varnish or size manufacture or refining.
17. Garbage, offal or dead animals reductions, dumping or incineration
18. Stock-yard or slaughter of animals or fowls.
19. Tallow, grease or lard manufacture.
20. Tanning, curring or storage of rawhides or skins.
21. Wool pulling or scouring.
22. Yeast plant.
23. Paper and paper products.
24. Charcoal.
25. Manufacture of Viscose Rayon.

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26. In general those uses which may be obnoxious or offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibrations or fire-hazards.

SIGNED, SEALED & DELIVERED

By Shri

The Regional Officer of the
within named Maharashtra Industrial
Development Corporation in the
Presence of:

1. Sh. D R Unde

[Handwritten signature]

2.

THE COMMON SEAL of the
Above named Lessee,
Was, pursuant to a Resolution of its
Board of Directors passed in the behalf
On the _____ day of _____
Hereunto affixed in the presence of

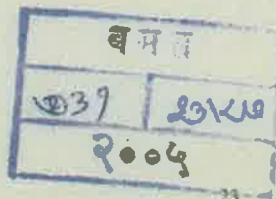
1) _____

2) _____
Director/Directors / of the Company
Who, in token of having affixed the Seal
Company's has set their hand/have set their
Respective hands hereto in the presence of:

1. An. P. Narayanaiah

2. Shri. Shinde R. E.

[Handwritten signature]



BARAMATI INDUSTRIAL AREA

VILLAGE-RUI TAL-BARAMATI

GIST-PUNE. SCALE-1CM=10MRS.

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COPY PREPARED BY-

(KASBE S. U.)

SURVEYOR MIDC PUNE-3



[Handwritten signature]

SECRETARY
Vidya Pratishthan
Vidyanagar, Baramati, Dist. Pune



ANIL KAWADE
Regional Officer
M.I.D.C., Pune - 3