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6/4/2019

Hot Payment Successful. Your Payment Confirmation Number is 217780552

CHALLAN			
MTR Form Number - 6			
GRN NUMBER	MH002295448201920R	BARCODE	Form ID : Date: 04-06-2019
Department	IGR	Payee Details	
Receipt Type	RE	Dept. ID (If Any)	
Office Name	IGR008-HVLI_HAVELI NO1 SUB REGISTRAR Location	PAN No. (if Applicable)	PAN-AADTP3603M
Year	Period: From : 04/06/2019 To : 31/03/2099	Full Name	Pinnacle Global Foundation
Object	Amount in Rs.	Flat/Block No, Premises/ Bldg	Survey No 25 Hissa No 5
0030046401-75	4173000.00	Road/Street, Area /Locality	MohammedwadiPeth Haveli
0030063301-70	30000.00	Town/ City/ District	Pune Maharashtra
	0.00	PIN	4 1 1 0 6 0
	0.00	Remarks (If Any) :	
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
Total	4203000.00	Amount in words	Rupees Forty Two Lakhs Three Thousand Only
Payment Details:IDBI NetBanking Payment ID : 217780552		FOR USE IN RECEIVING BANK	
Cheque- DD Details:		Bank CIN No : 69103332019060450541	
Cheque- DD No.		Date	04-06-2019
Name of Bank	IDBI BANK	Bank-Branch	
Name of Branch		Scroll No.	

For Eduspark International Private Limited For PINNACLE GLOBAL FOUNDATION

[Signature]
Director / Authorised Signatory

[Signature]
Trustee

Data of Bank Receipt for GRN MH002295448201920R

Bank - IDBI BANK

Bank/Branch :
Pmt Txn id : 217780552 **Simple Receipt**
Pmt DTime : 04/06/2019 15:33:47 **Print DTime** :
ChallanIdNo : 69103332019060450541 **GRAS GRN** : MH002295448201920R
District : 2201 / PUNE **GRN Date** : 04/06/2019 15:33:45
Office Name : IGR008 / HVL1_HAVELI NO1 SUB REGISTRAR

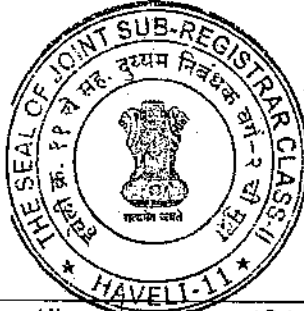
StDuty Schm : 0030046401-75/ Stamp Duty(Bank Portal)
StDuty Amt : Rs 41,73,000.00/- (Rs Forty One Lakh Seventy Three Thousand Rupees Only)

RgnFee Schm : 0030063301-70 / Registration Fee
RgnFee Amt : Rs 30,000.00/- (Rs Thirty Thousand Rupees Only)

Only for verification not to be printed and used

Article : 36
Prop Mvblty : Immovable **Consideration** : 86.00/-
Prop Descr : Survey No 25Hissa No 5MohammedwadiPethHaveli , Pune
 : Maharashtra
 : 411060
Duty Payer : PAN-AADTP3603M Pinnacle Global Foundation
Other Party : PAN-AABCI3741A Eduspark International Pvt Ltd

Bank/Screen : 100
Bank/PrintDate : 06/06/2019
RR/Credit Date : 06/06/2019
Mobile Number : 918976157978



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Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-329-9464	0001345550201920	07/06/2019-14:40:20	IGR018	30000.00
2	(IS)-329-9464	0001345550201920	07/06/2019-14:40:20	IGR018	4173000.00
Total Defacement Amount					42,02,000.00



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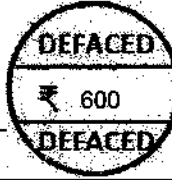
Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 0706201907625

Receipt Date 07/06/2019

Received from PINNACLE GLOBAL FOUNDATION, Mobile number 0000000000, an amount of Rs.600/-, towards Document Handling Charges for the Document to be registered on Document No. 9464 dated 07/06/2019 at the Sub Registrar office Joint S.R. Havelli 11 of the District Pune.



Payment Details

Bank Name sbiepay

Payment Date 07/06/2019

Bank CIN 100041520190607335307

REF No. 201915848834090

Deface No 0706201907625D

Deface Date 07/06/2019

This is computer generated receipt, hence no signature is required.



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This Lease Deed ("Deed") is made and entered into at Pune on this 07TH day of JUNE 2019.

SRM

BETWEEN

Eduspark International Private Limited, a Company registered under the Companies Act, 1956, and validly existing under the provisions of the Companies Act, 2013, having its registered office at 1, Motilal Nagar, Srirang Sabde Marg, Off Link Road, Goregaon (W), Mumbai – 400 104, having CIN U80300MH2005PTC153690, PAN AABC13741A, represented by its authorised signatory **Mr. Pares Bhatelia**, hereinafter referred to as the "Lessor" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**

AND

Pinnacle Global Foundation, a Public Charitable Trust duly registered with the office of the Charity Commissioner, Pune, Maharashtra under the provisions of the Bombay Public Trusts Act, 1950 and having its Registration No. E- 7182(Pune) and PAN AADTP3603M and its address at Flat No. 805, Ratna Sujay Garden Complex, Mukund Nagar, Near Swargate, Pune, Maharashtra – 411 037, represented by its authorised signatory **Mr. Kersi R. Mistry**, hereinafter referred to as the "Lessee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its trustees, administrators, successors and permitted assigns) of the **SECOND PART**

The Lessor and the Lessee are jointly referred to as the "Parties" and individually as the "Party", whenever and wherever the context so requires or demands, for brevity and convenience sake.

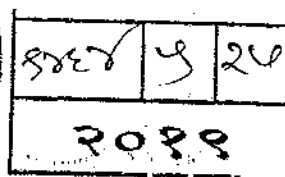
WHEREAS:

(A) The Lessor herein is well and sufficiently entitled to all that land admeasuring about 4,256.80 sq.mtrs. or thereabout bearing Survey No. 25 Hissa No. 5/1/1, Survey No. 25 Hissa No. 5/1/4, Survey No. 25 Hissa No. 5/1/5, Survey No. 25 Hissa No. 5/1/6, Survey No. 25 Hissa No. 5/1/7, Survey No. 25 Hissa No. 5/1/8, Survey No. 25 Hissa No. 5/1/9, Survey No. 25 Hissa No. 5/1/10, Survey No. 25 Hissa No. 5/1/11, Survey No. 25 Hissa No. 5/1/12, Survey No. 25 Hissa No. 5/1/13, Survey No. 25 Hissa No. 5/1/14, Survey No. 25 Hissa No. 5/2/1/4, Survey No. 25 Hissa No. 5/2, Survey No. 25 Hissa No. 5/2/1, Survey No. 25 Hissa No. 5/2/1/3 of Village Mohammedwadi Peth, Taluka Haveli, Pune District, within the limits of Pune Municipal Corporation, Taluka Haveli, District Pune and more particularly described in

'Schedule - I' hereunder (hereinafter called and referred to as the "Schedule").
For Eduspark International Private Limited For PINNACLE GLOBAL FOUNDATION

Director / Authorised Signatory

Trustee



(B) The Lessor and the Lessee herein are entering into this Deed as per which the Lessor has agreed to give on lease to Lessee the said Land.

(C) In the premises the Parties hereto are now desirous of reducing the terms of this Deed arrived between them in writing.

NOW THIS DEED WITNESSETH AND THE PARTIES HERETO AGREE, RECORD AND CONFIRM AS FOLLOWS:

1. LEASE

- a) In consideration of the Lessee undertaking to duly pay the Lease Rental hereby reserved and to observe and perform all the terms and conditions, covenants and agreements herein contained, the Lessor hereby grants and demises unto the Lessee and the Lessee hereby accepts from the Lessor, the lease of the said Land for the Tenure provided hereunder and on the terms and conditions recorded hereinafter, for the purposes of running, operating and conducting the school therefrom.
- b) The Lessee has prior to the execution of these presents, checked, surveyed and verified the said Land and hereby confirms and accepts the said Land as recorded above.

2. TENURE AND LOCK-IN PERIOD

This Deed of the said Land is granted under the arrangement stipulated herein for a period of 86 (eighty-six) years and 1 (One) month (hereinafter called and referred to as the "Tenure") and shall commence from the 1st day of June 2019 and shall expire on the 30th day of June 2105 (both days being inclusive). The Lock-In Period shall be for the initial period of 10 (ten) years commencing from the 1st day of June 2019 till 31st May 2029.

3. LEASE RENTAL

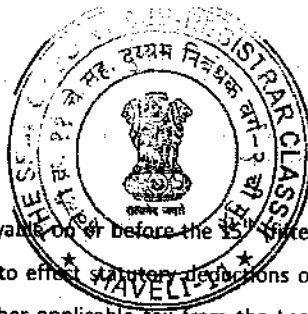
- a) In consideration of the grant of lease, by the Lessor to the Lessee, of the said Land, the Lessee shall pay and / or is paying to the Lessor Lease Rental of Rs. 3,65,000/- (Rupees Three Lakhs Sixty-Five Thousand Only) per month (hereinafter called and referred to as "Lease Rental") w.e.f. 1st June 2019.
- b) The Parties mutually agree that the escalation of Lease Rental shall be at the rate of 15% (fifteen) percent on completion of every 3 (three) years of the Tenure over the rent paid

in the last preceding year.
For Eduspark International Private Limited


Director / Authorised Signatory

For PINNACLE GLOBAL FOUNDATION


Trustee



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- c) The Lease Rental shall be payable on or before the 15 (fifteenth) day of every month. The Lessee shall be entitled to effect statutory deductions of tax as stipulated by the Income Tax Act and such other applicable tax from the Lease Rental payable by the Lessee to the Lessor and for which proper TDS certificate shall be issued by the Lessee within 60 (Sixty) days from the closure of the relevant financial year.

4. SECURITY DEPOSIT

To secure due performance of its obligations towards the Lessor during the Tenure of this Deed the Lessee has deposited an amount of Rs. 36,50,000/- (Rupees Thirty Six Lakhs Fifty Thousand only) with the Lessor as fully refundable interest-free security deposit (hereinafter called and referred to as the "Security Deposit"), the receipt whereof the Lessor doth hereby admit and acknowledge and of and from the same and every part thereof do hereby acquit, release and discharge the Lessee absolutely and forever.

5. COVENANTS OF LESSEE

During the Tenure or till the Lessee hands over quiet, vacant and peaceful possession of the said Land to the Lessor on determination or earlier termination of this Deed, the Parties covenant with each other as follows:

a) Lease Rental

The Lessee shall, during the Tenure, pay the said Lease Rental hereinbefore reserved. If the Lessee fails to make such payment in time, then in such an event, without prejudice to all the other remedies available to the Lessor, the Lessor shall be entitled to receive and the Lessee shall be liable to pay interest on the amount of such delayed payment at the rate of 18% (Eighteen percent) per annum with quarterly rests, calculated from the due date till payment and/or realization. However, this is strictly without prejudice to the right of Lessor to terminate this Deed for non-payment of the Lease Rental after giving 15 (Fifteen) days termination notice in writing to the Lessee.

b) Municipal Taxes / levies / cesses etc.

The Lessee shall be liable to pay Municipal Corporation's property taxes/levies/cess (including any increase/s thereof at any time/s), levied by any local authority or government by whatever name called (including any fresh increase / new taxes) payable in respect of the said Land and/or reimburse the same to the Lessor upon the Lessor furnishing necessary bills or receipt thereof.

For Eduspark International Private Limited

Director / Authorised Signatory

For PINNACLE GLOBAL FOUNDATION

Trustee



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Goods and Service Tax (GST) and other taxes

The Lessee shall bear and pay as and when due and payable the GST, if any, and/or any other taxes as may be applicable from time to time on account of present transaction on the said Land, including any increases thereof from time to time.

d) **Approvals**

The Lessee shall be solely responsible for obtaining all the approvals necessary for the use of the said Land for the school and / or such other purposes as may be permissible under law.

e) **Inspection**

The Lessee shall permit the Lessor or its agents with or without workmen and others from time to time and at all reasonable times of the day during the Tenure, to enter into and upon the said Land or any part thereof and inspect and view the condition thereof and if any decay, defect or want of repair shall on any such inspection be found, it shall be lawful for the Lessor to give to the Lessee a notice in writing to make good, amend and repair the same. The Lessee will make good, repair and amend the same accordingly within 1 (one) calendar month from the date of receiving such notice.

f) **Use**

- i) The Lessee shall use the said Land for conducting and operating the school and / or such other purposes as may be ancillary thereto subject to the same being permissible in law.
- ii) The Lessee shall not store or hoard any hazardous or combustible or inflammable goods/things/articles in or around the said Land.
- iii) The Lessee shall not do/cause, damage or commit any act of waste or nuisance to the said Land.
- iv) The Lessee shall not do any act/deed/matter/thing whereby the rights of the Lessor to the said Land are jeopardized or in any manner prejudiced / forfeited / extinguished / adversely affected.

For Eduspark International Private Limited

Director / Authorized Signatory

For PINNACLE GLOBAL FOUNDATION

Trustee



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g) **Personal right**

That this Deed shall be deemed to be only a lease for the Tenure mentioned herein and by virtue of these presents, the Lessee shall not make or have any claim to tenancy, sub-tenancy or any other right, title or interest of whatsoever nature on the said Land. This lease is strictly personal to the Lessee and is not transferable or assignable by the Lessee under any circumstances whatsoever. The Lessee is not entitled to and the Lessee, therefore, confirms that it will not sublet or, permit use or part with the possession of the said Land or any part thereof to any third party without obtaining prior written permission from the Lessor.

h) **Requisition / Notice**

If any requisition shall be made or any notice issued or any proceedings initiated in respect of the said Land or any part thereof by the Municipal Corporation or any other authority whomsoever in that behalf for committing or omitting to do any act, deed or thing or work in reference to and/or in connection with and/or incidental to the said Land or any part thereof or any business, trade or occupation undertaken therein (including but not limited to the occupation of conducting school) for any other purpose whatsoever under any Act, Regulation or Order or under any Law, Rules, Bye-laws or Regulations applicable to the Lessee or the said Land the Lessee shall meet, answer and satisfy the same at its own costs and in no such case shall the Lessor be responsible in any way to the body or person issuing such notice or adopting such proceedings.

i) **Compliance of laws**

To observe, comply and confirm with all the rules, regulations and bye-laws in force or that may come in force in the future, of the concerned local authorities and all other provisions of all applicable Central and State laws as well as Municipal Corporation or Local Authority as the case may be.

j) **Special right to use the said Land**

The Lessor shall be entitled to use the said Land after school hours or on weekly/public holidays, as the case may be, on certain occasions as it deems fit, however, the Lessor will ensure that no inconvenience or hindrance is caused to the functioning of the school.

The Lessor shall also be entitled to permit various social and other functions to be held in the said Land on public holidays / Sundays by third party on such terms and conditions including monetary consideration as the Lessor

For Eduspark International Private Limited

Director / Authorised Signatory

Trustee



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The Lessee shall be solely and exclusively liable and responsible to duly bear and pay and discharge Income Tax and all other taxes, duties, surcharge in any form and other liabilities arising from its operations to the exclusion of the Lessor and the Lessor is not and shall not be held responsible/liable therefore and/or concerned therewith and the Lessee shall not do anything whereby the rights of the Lessor to the said Land are jeopardized in any manner and to any extent whatsoever.

6. The Lessor confirms to the Lessee that:

- (a) The said Land is free from all encumbrances whatsoever save and except the mortgage, if any, created by the Lessor in favour of the Lender/s.
- (b) There is no action, suit or other proceedings filed, threatened or pending before any Court of Law or before any tax, revenue or other authorities concerning the said Land.
- (c) On the Lessee paying the Lease Rentals and such other amounts as are agreed hereunder on the due dates thereof and in the manner aforesaid and observing and performing the covenants, conditions and stipulations herein contained and on their part to be observed and performed, the Lessee shall be entitled to peacefully and quietly use, possess and enjoy the said Land during the Tenure hereby granted without eviction, interruption, disturbance, claim or demand whatsoever by the Lessor or any person or persons lawfully or equitably claiming by, from or in trust for it.

7. The Lessor covenants with the Lessee, that the Lessee, its employees, agents, invitees, etc. shall have unimpaired access to and use of the said Land at all times, 24 (twenty four) hours per day, 7 (seven) days per week during the subsistence of this Deed.

8. It is agreed between the Parties that:

- (a) The Lessee shall tender all the payments due and payable under this Deed to the Lessor on its respective due dates without deducting any amount save and except to the extent permitted herein and without raising any dispute or claim at any times and on any ground whatsoever.

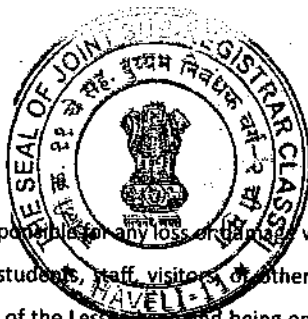
For Eduspark International Private Limited

Director / Authorised Signatory

For PINNACLE GLOBAL FOUNDATION

SRM

Trustee



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- (b) The Lessor shall not be responsible for any loss or damage whatsoever and howsoever caused to the Lessee, its students, staff, visitors or other persons or to any goods, belongings, articles, things of the Lessee, and being on the said Land as a result of any accident happening, due to theft or injuries or otherwise and any Act of God.
- (c) The Lessee or any one claiming through them shall not claim any other, better, further or inconsistent rights against the Lessor in respect of said Land or any part thereof other than the rights created herein. It is agreed that the lease granted herein shall automatically come to an end without any further act / notice or action being required on the part of the Lessor, on the day prior to the creation, conferment, grant of any further, other, better or inconsistent rights not otherwise provided herein or as a result of any statutory enactment / modification of any law or the issuance of any notification / resolution / notice etc. by the State of Maharashtra or by any other statutory body or authorities which in any manner whatsoever amounts to or can be construed to mean to affect the right, title and interest of the Lessor in respect of the said Land.
- (d) Notwithstanding anything contained herein, either Parties shall be entitled to terminate this Deed in the event of flood, fire, earthquake, tempest, or any other acts of God or for any reason beyond the reasonable control of human being or any notice be issued to, received by or served on the Lessor or its agents in respect of any scheme or acquisition of the said Land or any portion thereof or the use, occupation and possession of the said Land or portion thereof is prevented by the local authority, government or semi-government body during the subsistence of this Deed. Provided that in such cases the Party terminating shall give 15 (Fifteen) days' notice to the other party and the Lessee shall hand over the vacant possession of the said Land to the Lessor simultaneously with the Lessor refunding the Security Deposit to the Lessee.
- (e) Notwithstanding anything contained in this Deed and the Clause hereinabove, in the event of any notice being issued to, received by or served on the Lessee in relation to any takeover, or appointment of any Administrator or Manager by any of its regulating authority, this Deed shall unless specified in writing by the Lessor, ipso facto stand terminated and come to an end and the Lessor shall be entitled to forthwith enter upon the said Land and take actual and physical possession thereof. Upon such termination, the Lessee shall not have any right, title and/or interest and/or claim of any nature whatsoever in relation to the said Land or any part thereof, except the

For Eduspark International Private Limited For PRINACOLE GLOBAL FOUNDATION


Director / Authorised Signatory



Trustee



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The Lessee does hereby agree and undertake that it shall defend, indemnify and keep ~~the Lessor~~ and indemnified and hold the Lessor harmless from and against any claims, actual losses, liabilities, damages, judgments, settlements and expenses, suit, litigation, actions including reasonable attorneys' fees, actually incurred or suffered by the Lessor arising out of or resulting from (a) any breach by the Lessee of any representation and warranty contained in this Deed; and (b) any breach by the Lessee of any of its covenants, declarations, deeds or obligations contained herein.

- (g) The Lessor does hereby agree and undertake that it shall defend, indemnify and keep defended and indemnified and hold the Lessee harmless from and against any claims, actual losses, liabilities, damages, judgments, settlements and expenses, suit, litigation, actions including reasonable attorneys' fees, actually incurred or suffered by the Lessee arising out of or resulting from (a) any breach by the Lessor of any representation and warranty contained in this Deed; and (b) any breach by the Lessor of any of its covenants, declarations, deeds or obligations contained herein.

9. Default / Termination

- (a) The Parties agree that in case of breach of any of the terms of this Deed by the Lessee, including but not limited to (i) if the Lease Rental or any part thereof or any other amount payable by the Lessee under these presents shall be in arrears for a period of 2 (Two) months or more after the same shall have become due and payable, whether the same shall have been demanded or not, the Lessee fails and/or neglects to pay the same with interest as stated in this Deed within a period of 30 (Thirty) days from the receipt of such notice, then upon the happening of any of the aforesaid, the Lessor shall be entitled to forthwith terminate this Deed, and the Lessor shall be entitled to enter into or upon the said Land and to take physical possession and thereafter remain in exclusive possession of the said Land without any obstruction or hindrance on the part of Lessee or anybody claiming by, from or through or under the Lessee.

- (b) In the event of any failure and/or neglect on the part of the Lessee to observe or perform any of the covenants, conditions or stipulations herein contained, then in any such event, it shall be lawful for the Lessor, at any time thereafter to terminate this Deed and enter into or upon and take physical possession of the said Land and then remain in exclusive possession and enjoy the same absolutely and thereupon this Deed shall absolutely determine, upon a notice in writing specifying the breach of the covenant, condition or stipulation to be complied with being delivered or attempted to be delivered upon the Lessee and the Lessee shall have failed to comply with and remedy the same to the

For Eduspark International Private Limited


Director / Authorised Signatory

For Private Trustee


Trustee



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satisfaction of the Lessor, within a period of 30 (Thirty) days from the receipt of such notice.

10. Consequences of Termination / Expiry

At the expiration of Tenure of this Deed or sooner determination of this Deed, it is agreed between the Parties that:

- (a) The Lessor shall be entitled to re-enter and take actual and physical possession of the said Land. If the Lessee fails to handover the possession of the said Land with all additions thereon then, without prejudice to the other rights and remedies available to the Lessor under this Deed and under law, the Lessee shall be liable to pay pre-determined amount of liquidated damages (being four times of the Lease Rentals agreed and stated hereinabove), however, calculated and payable on a per day basis.
- (b) The only right of the Lessee shall be to receive refund of the Security Deposit after deductions to be made. The Lessee upon termination/expiry is obliged to and undertakes to deliver unto the Lessor the said Land, and completely discontinue use and occupation of the said Land and remove itself and its officers, staff and servants therefrom.
- (c) The Security Deposit will be refunded to the Lessee without interest, simultaneously upon Lessee having handed over quiet, peaceful and vacant possession of the said Land and every part thereof. The Lessor shall on the expiry of this Deed or sooner determination of this Deed hereby granted be entitled to deduct from the Security Deposit all the amounts then due or payable by the Lessee to the Lessor under this Deed and the remaining amount of the Security Deposit after such deductions shall be returned to the Lessee in accordance with the terms of this Deed.
- (d) If the Lessor is unable to return the Security Deposit without interest, upon the Lessee having handed over peaceful possession of the said Land to the Lessor, then in such an event, the Lessor shall be liable to repay the same with interest @ 18% (Eighteen Percent) per annum calculated from the date of handing over of possession till repayment or realization to the Lessee. Also, the Lessee shall be entitled to own, occupy, possess and use the said Land till the Security Deposit along with the interest is refunded back to the Lessee. During such period of occupation the Lessee shall not be required to pay any rent or liquidated damages or any other compensation. Also during such period of occupation the

For Eduspark International Private Limited

Director / Authorised Signatory

For PRIVATE GLOBAL FOUNDATION

Trustee



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(e) ~~the month~~ before the date on which the Lessee is required to handover the physical possession of the said Land to the Lessor, or in the event of termination prior to accepting possession, the representatives of the Lessor shall conduct an inspection of the said Land to ascertain that the Lessee has not caused any damage to the said Land over and above the normal wear and tear.

11. In the event the Lessee terminates the lease prior to the expiry of the Tenure or this Deed stands terminated by virtue of any of the other covenants of these presents, the Lessor in view of the same shall be entitled to claim and receive from the Lessee pre-estimated liquidated damages equal to the lease rentals for the unexpired period of the Tenure, which the Lessee undertakes to pay without any protest or dispute.

12. Miscellaneous:

A. Governing Law & Jurisdiction

- i. This Deed shall be governed by, interpreted and construed in accordance with the laws of India as applicable to the State of Maharashtra.
- ii. All disputes between the Parties with regard to the subject matter of this Deed and/or in relation to all matters incidental hereto shall be subject to the exclusive jurisdiction of competent courts of Pune.

B. Notice

That any notice, letter or communication to be made, served or communicated unto the Lessor under these presents shall be in writing and shall be deemed to be duly made, served or communicated only if the notice or letter or communication is addressed to the Lessor at the address shown above or such other addresses as may be intimated by the Lessor in this behalf and sent by registered post/fax/mail/hand delivery. Similarly any notice, letter or communication to the Lessee shall be deemed to be made, served or communicated only if the same is in writing and is addressed to the above mentioned address of the Lessee by registered post/fax/mail/hand delivery.

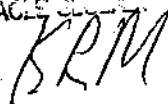
C. Stamp Duty and other costs

The stamp duty, registration charges and all cost charges expenses of and incidental and pertaining to this Deed and other documents to be executed hereafter in respect of the said Land shall be borne and paid by the Lessee alone to the exclusion of the Lessor.

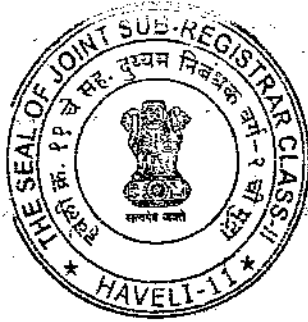
For Eduspark International Private Limited


Director / Authorised Signatory

For PINNACLE TRUST CORPORATION



Trustee 10



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D. Entire Deed

This Deed sets out the entire understanding between the Parties in respect of the subject matter thereof, and supersedes all previous deeds, memoranda, understanding, correspondence and discussions, if any, whether verbal or written between the Parties in this regard.

E. Amendment

- i. No variation of this Deed shall be valid unless it is in writing and signed by or on behalf of all the Parties. The expression "variation" shall include any variation, supplement, deletion or replacement however effected.
- ii. The Parties hereto confirm and acknowledge that this Deed concludes the transaction for the lease of the said Land and that terms & conditions of this Deed shall prevail over all earlier writings, understandings and deeds in case of any conflict of interpretations arising therefrom between the Parties hereto.

F. Waiver

No rights under this Deed shall be deemed to have been waived and there should be no waiver other than by notice in writing signed by other Party. The failure of either of the Parties hereto to exercise any right or option given to them hereunder or to insist upon strict compliance by the other Party with the terms of this Deed, shall not constitute a waiver of any terms or conditions of this Deed with respect to any other or subsequent breach and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy, nor a waiver by such party of its right at any time thereafter to require exact and strict compliance with all the terms of this Deed. The rights or remedies set forth in this Deed are in addition to any other rights or remedies, which may be granted by law.

G. Severability

In the event that any term, condition or provision of this Deed is held to be a violation of any applicable Law, statute, regulation or order or is declared or adjudged to be illegal, invalid or unenforceable, the same shall be deemed to be deleted from this Deed and shall be of no force and effect and in that event, this Deed shall remain in full force and effect as if such term, condition or provision

For Eduspark International Private Limited

For PINNACLE GLOBAL FOUNDATION

Director / Authorised Signatory

Trustee



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the event of any such deletion, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

H. Relationship

Neither this Deed nor any other deed or arrangement of which forms part, nor the performance by the Parties of their respective obligations under any such deed or arrangement, shall constitute a partnership or joint venture or agency between the Parties. No Party shall have any authority (unless expressly conferred in writing by virtue of this Deed or otherwise and not revoked) to bind any other Party as its agent or otherwise.

I. Execution


This Deed is executed in Duplicate. The Lessor shall keep the original set and the Lessee shall keep a notarial certified true copy of this Deed.

SCHEDULE - I

Description of the said Land

All that piece and parcel of land admeasuring about 4,256.80 sq.mtrs.bearing City Survey No. Survey No. 25 Hissa No. 5/1/1, Survey No. 25 Hissa No. 5/1/4, Survey No. 25 Hissa No. 5/1/5, Survey No. 25 Hissa No. 5/1/6, Survey No. 25 Hissa No. 5/1/7, Survey No. 25 Hissa No. 5/1/8, Survey No. 25 Hissa No. 5/1/9, Survey No. 25 Hissa No. 5/1/10, Survey No. 25 Hissa No. 5/1/11, Survey No. 25 Hissa No. 5/1/12, Survey No. 25 Hissa No. 5/1/13, Survey No. 25 Hissa No. 5/1/14, Survey No. 25 Hissa No. 5/2/1/4, Survey No. 25 Hissa No. 5/2, Survey No. 25 Hissa No. 5/2/1, Survey No. 25 Hissa No. 5/2/1/3 of Village Mohammedwadi Peth, Taluka Haveli, Pune District, within the limits of Pune Municipal Corporation, Taluka Haveli, District Pune

For Eduspark International Private Limited


Director / Authorised Signatory

For PINNACLE GLOBAL FOUNDATION


Trustee

IN WITNESS WHEREOF THE PARTIES HERETO PUT THEIR RESPECTIVE COMMON SEALS TO THIS DEED ON THE DAY AND YEAR FIRST HEREINABOVE WRITTEN:

SIGNED AND DELIVERED

by the within named Lessor Eduspark International Private Limited through its Authorized Signatory Mr. Paresh Bhatelia

For Eduspark International Private Limited

[Signature]
Director / Authorized Signatory



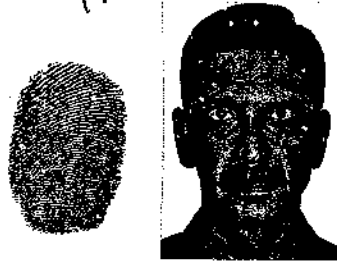
[Signature]
witnessed by Mr. Vishal R. Clarke
Kadivarr Peth,
Pune-02

SIGNED AND DELIVERED

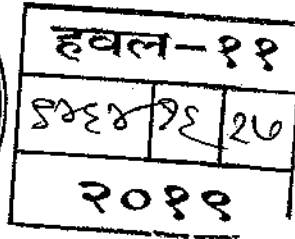
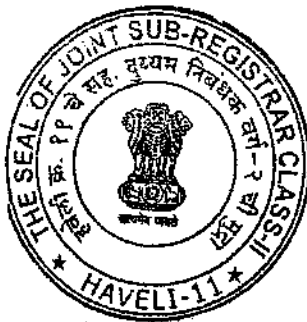
by the within named Lessee Pinnacle Global Foundation through its Authorized Signatory Mr. Kersi R. Mistry

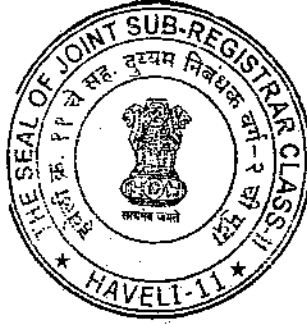
For PINNACLE GLOBAL FOUNDATION

[Signature]
Trustee



[Signature]
witnessed by Mr. Samir Khande
Dattawade Peth-30





हवल-११		
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other legitimate activity related to school/ educational institution as may be permitted under the applicable laws from time to time.

- 7.2.8 The Lessee shall permit the Lessors along with their authorized representatives to enter upon the Demised Property, as and when necessary, subject to the Lessors giving a 5 (Five) days' prior written notice thereof to the Lessee except in the case of extreme emergency, when the notice will be of 24 (twenty-four) hours. Such inspection will be carried out without disrupting the activities/use of the Lessee of the Demised Property.
- 7.2.9 On and from the Rent Commencement Date, as provided in this Deed, the Lessee shall regularly pay the applicable Lease Rent and all other amounts payable under this Deed by the Lessee.
- 7.2.10 The Lessee hereby covenants with the Lessors that it shall at its own costs, obtain all necessary licenses, permissions, approvals and authorizations from the concerned authorities/local bodies including all applicable licenses from various statutory authorities and to comply with all applicable laws, statutory rules and regulations, for running its activities in the Demised Property.

7.2.11 The Lessee shall bear and pay the electricity charges, water charges and other utility charges for the electricity, water and other utilities consumed by the Lessee in the Demised Property. At the time of expiry or termination of the lease hereby granted, Lessee shall discharge its liabilities towards electricity charges, water charges and other utilities and other statutory dues payable by the Lessee hereunder and provide the receipts of the same to the Lessors.

8 ADDITIONAL TERMS AND CONDITIONS

8.1 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 Property, without being liable to pay any additional amount to the Lessors but after obtaining the requisite permission from the concerned authority (if required), at its own cost, expenses and consequences. The Lessee shall be liable to maintain the same and pay the requisite charges for the same to the concerned authority, if any.

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8.2 The Lessee shall throughout the tenure of the Lease hereby granted bear and pay the entire property taxes, non-agricultural assessments, land revenue taxes; and other similar taxes payable to the concerned governmental authorities in a timely manner. On failure of the Lessee to make payment of such amounts of property taxes to the concerned governmental authorities, then, without prejudice to the rights of Lessor to terminate this Deed by giving at least 30 (thirty) days' notice in writing to the Lessee, the Lessors shall be entitled (but not obliged) to make payment of such amounts to the concerned governmental authorities after giving the Lessee a prior written notice/intimation of 7 (seven) days. On payment of such amounts by the Lessee, the Lessors shall raise the demand of reimbursement of the same to the Lessee and if the Lessee fail to reimburse the amount so paid by the Lessors within a period of 7 (seven) days from the date of payment by the Lessors, then the Lessors shall be entitled adjust such amounts from the Lease Rent payable by the Lessee to the Lessors hereunder together with interest thereon calculated at the rate of 18% (eighteen percent) per annum.

8.3 The Lessors confirm that all obligations and responsibilities of the Lessors as mentioned in this Deed (including the obligation to refund the Security Deposit to the Lessee as per the terms hereof) shall be the joint and several obligations and responsibilities of the Lessors.

8.4 The Lessee shall be entitled to enter into leave and licence arrangements or sub-leases or other such arrangements with its group entities in respect of any part or portion of or the whole of the Demised Property at and for such rent or compensation or license fee, as the Lessee may deem fit and proper, without any reference and/or recourse to the Lessors and without being liable to render any accounts for the same to the Lessors and without requiring the prior permission of the Lessors PROVIDED THAT (a) the Lessee shall give an intimation to the Lessors in writing of such arrangement entered into by the Lessee with



Shake *A*



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CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF EDUSPARK INTERNATIONAL PRIVATE LIMITED HELD ON MONDAY, THE 22ND APRIL, 2019 AT 10.30 A.M. AT THE REGISTERED OFFICE OF THE COMPANY.

AUTHORITY TO ENTERING INTO LEASE DEED WITH PINNACLE GLOBAL FOUNDATION IN RESPECT OF NIBM PROPERTY, PUNE:

***RESOLVED THAT** the consent of the Board of Directors of the Company be and is hereby accorded to the Company to enter into Lease Deed with Pinnacle Global Foundation, in respect of a portion of the Larger Land viz. an area admeasuring 4,256.80 square meters bearing Survey No. 25 Hissa No. 5/1/1, Survey No. 25 Hissa No. 5/1/4, Survey No. 25 Hissa No. 5/1/5, Survey No. 25 Hissa No. 5/1/6, Survey No. 25 Hissa No. 5/1/7, Survey No. 25 Hissa No. 5/1/8, Survey No. 25 Hissa No. 5/1/9, Survey No. 25 Hissa No. 5/1/10, Survey No. 25 Hissa No. 5/1/11, Survey No. 25 Hissa No. 5/1/12, Survey No. 25 Hissa No. 5/1/13, Survey No. 25 Hissa No. 5/1/14, Survey No. 25 Hissa No. 5/2/1/4, Survey No. 25 Hissa No. 5/2, Survey No. 25 Hissa No. 5/2/1, Survey No. 25 Hissa No. 5/1/3 of Village Mohammedwadi Peith, Taluka Haveli, Pune on Long term lease on terms and conditions as may mutually agreed.

RESOLVED FURTHER THAT Mr. Rustom P. Kerawalla, Managing Director or Mr. Paresh Bhatelia, Director or Mr. Nilesh Salve, Authorised Representative of the Company be and is hereby authorised to study, negotiate, discuss and finalise the terms of the Lease Deed, Addendum to Lease Deed, Supplementary Agreement or such other agreements, documents to be executed with Pinnacle Global Foundation and to sign, register and admit execution thereof before the Sub-Registrar of Assurances and to take such other steps as may be necessary and expedient for taking aforesaid property on long term lease or such period as deem fit and to do all acts, deeds, things, etc. necessary for the above purpose.

RESOLVED FURTHER THAT the Common Seal of the Company if required be affixed on any agreement, undertaking, deed or any other documents in accordance with the provisions of the Articles of Association of the Company;

RESOLVED FURTHER THAT a copy of the foregoing resolution certified to be true copy by any one of the Directors of the Company be furnished to the concerned authorities as may be required on this behalf."

**CERTIFIED TRUE COPY
For EDUSPARK INTERNATIONAL PRIVATE LIMITED**

**PARESH BHATELIA
DIRECTOR**



CIN: U80300MH2005PTC153690



हवल-११		
५४६४	२०	२४
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PINNACLE GLOBAL FOUNDATION

Registered Office: Flat No. 805, "Ratna" Sujay Garden Complex, Mukund Nagar, Near Swar Gate, Pune - 411 037.

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF TRUSTEES OF PINNACLE GLOBAL FOUNDATION AT ITS MEETING HELD ON TUESDAY, THE 30TH APRIL, 2019 AT 10.00 A.M. AT THE REGISTERED OFFICE TRUST.

AUTHORITY TO ENTERING INTO LEASE DEED WITH EDUSPARK INTERNATIONAL PRIVATE LIMITED IN RESPECT OF NIBM PROPERTY, PUNE;

*RESOLVED THAT the consent of the Board of Trustees of the Trust be and is hereby accorded to the Trust to enter into Lease Deed with Eduspark International Private Limited, in respect of a portion of the Larger Land viz. an area admeasuring 4,256.80 square meters bearing Survey No. 25 Hissa No. 5/1/1, Survey No. 25 Hissa No. 5/1/4, Survey No. 25 Hissa No. 5/1/5, Survey No. 25 Hissa No. 5/1/6, Survey No. 25 Hissa No. 5/1/7, Survey No. 25 Hissa No. 5/1/8, Survey No. 25 Hissa No. 5/1/9, Survey No. 25 Hissa No. 5/1/10, Survey No. 25 Hissa No. 5/1/11, Survey No. 25 Hissa No. 5/1/12, Survey No. 25 Hissa No. 5/1/13, Survey No. 25 Hissa No. 5/1/14, Survey No. 25 Hissa No. 5/2/1/4, Survey No. 25 Hissa No. 5/2, Survey No. 25 Hissa No. 5/2/1, Survey No. 25 Hissa No. 5/1/3 of Village Mohammedwadi Peth, Taluka Haveli, Pune on Long term lease on terms and conditions as may mutually agreed.

RESOLVED FURTHER THAT Mr. Darayus K. Palia, Managing Trustees or Mr. Neville S. Patel or Mr. Kersi R. Mistry Trustees of the Trust be and is hereby authorised to study, negotiate, discuss and finalise the terms of the Lease Deed, Addendum to Lease Deed, Supplementary Agreement or such other agreements, documents to be executed with Pinnacle Global Foundation and to sign, register and admit execution thereof before the Sub-Registrar of Assurances and to take such other steps as may be necessary and expedient for taking aforesaid property on long term lease or such period as deem fit and to do all acts, deeds, things, etc. necessary for the above purpose.

RESOLVED FURTHER THAT a copy of the foregoing resolution certified to be true copy by any one of the Trustees of the Trust be furnished to the concerned authorities as may be required on this behalf.*

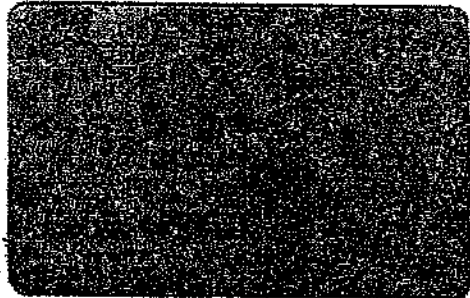
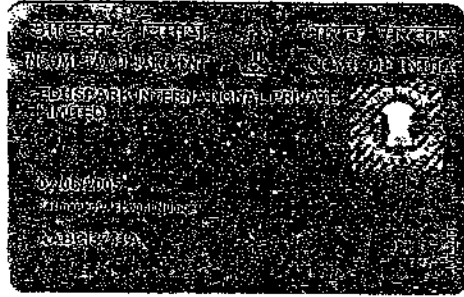
CERTIFIED TRUE COPY
For PINNACLE GLOBAL FOUNDATION

K R Mistry
KERSI R. MISTRY
TRUSTEE

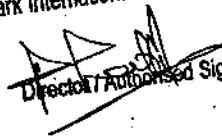


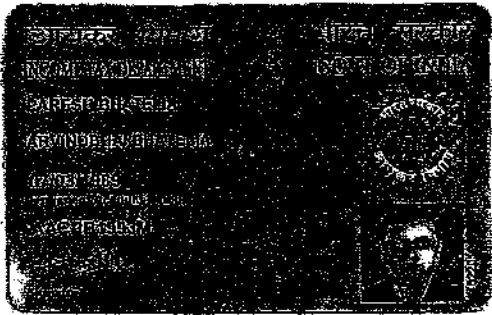


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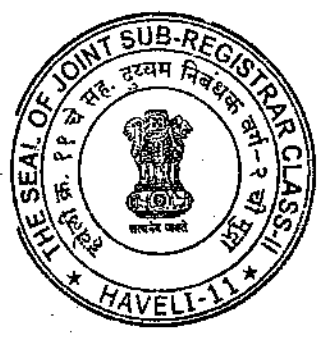


For Eduspark International Private Limited

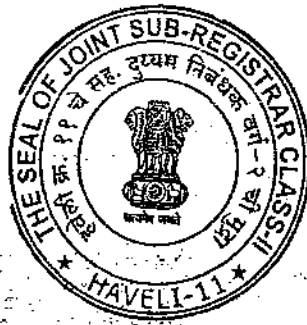

Director / Authorized Signatory



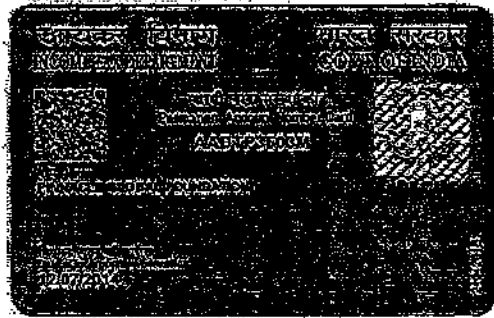
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FOR PINNACLE GLOBAL FOUNDATION

KRMistry

Trustee



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राज्य सरकार
MAHARASHTRA GOVERNMENT

केरसी रुसी मिस्त्री
Karsi Rusa Mistry
जन्म तारीख/ DOB: 08/02/1960
पुरुष / MALE

B285 2135 0996

माझे आधार, माझी ओळख

राज्य निवेशक पहचान प्राधिकरण
STATE INVESTMENT IDENTIFICATION AUTHORITY OF INDIA

पता: S/O रुसी नाओजी मिस्त्री,
म-२२ चुराव बाग, शाहीद
सिंग रोड, इलेक्ट्रिक
डिपॉट बस डेपॉट, कोलाबा,
मुंबई शहर,
महाराष्ट्र - ४०००३९

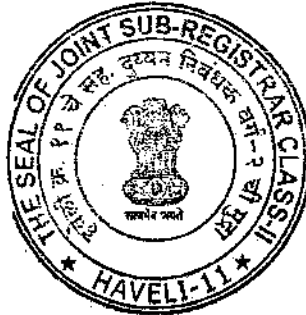
Address: S/O Rusa Naoroji Mistry, M-22
Churaw Baug, Shaheed Bhagal
Singh Road, Electric House Bus
depot, Colaba, Coisba, Mumbai
City,
Maharashtra - 400039

1800 308 1947 help@sidai.gov.in www.sidai.gov.in P.S. Box No. 1047, Bangalore-560 031

KRMistry *KRMistry*

मूल्यांकन पत्रक (सहरी क्षेत्र-खुली जमीन)					
Valuation ID : 201906072820			07 June 2019,01:38:45 PM		
मूल्यांकनाचे वर्ष :	2019				
जिल्हा :	पुणे				
तालुका :	तालुका : हवेली विभागाचे नाव : (वि क्र.54) महमंदवाडी (पुणे महानगरपालिका)				
उपमूल्य विभाग :	54/663-उर्वरित मालमत्ता				
क्षेत्राचे नांव :	Pune Municipal Corporation				
मिळकतीचा क्रमांक :	सर्व्हे नंबर#25				
वार्षिक मूल्य दर लक्ष्यानुसार जमिनीचा दर					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	गोबमापनाचे एकक
21780	48850	52080	65130	0	चौ मीटर
मिळकतीचे क्षेत्र 4256.8 चौ. मीटर Layout Plot					
1. 4256.8 चौ. मीटर क्षेत्रासाठी वार्षिक मूल्य दरावर 100 % मूल्य दर =21780/-					
4256.8 चौ. मीटर क्षेत्रासाठी मुल्यांकन = 4256.8*21780					
=92713104/-					
जमीनीचे एकत्रित अंतिम मूल्य = मिळकतीचे क्षेत्र 1 मूल्य + मिळकतीचे क्षेत्र 2 मूल्य					
=92713104 + 0					
= Rs.92713104/-					

Home Print



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 8888/24/20
 2019

329/9464

शुक्रवार, 07 जून 2019 2:40 मं.

दस्त गोधवारा भाग-1

हवल11 2820

दस्त क्रमांक: 9464/2019

दस्त क्रमांक: हवल11 /9464/2019

बाजार मूल्य: रु. 9,27,13,104/- मोबदला: रु. 36,50,000/-

भरलेले मुद्रांक शुल्क: रु.41,73,000/-

डु. नि. सह. डु. नि. हवल11 यांचे कार्यालयात

पावती:9750

पावती दिनांक: 07/06/2019

अ. क्र. 9464 वर दि.07-06-2019

सादरकरणाचे नाव: लेसी पिनेकल ग्लोबल फाऊंडेशन तर्फे
अधिकृत स्वाक्षरीकार श्री केरसी आर मिस्त्री

रोजी 2:43 मं. वा. हजर केला.

नोंदणी फी रु. 30000.00

दस्त हाताळणी फी रु. 600.00

पृष्ठांची संख्या: 30

KR/Mistry

दस्त हजर करणाऱ्याची सही:

एकूण: 30600.00

सह दुय्यम निबंधक, हवेली-11

सह दुय्यम निबंधक, हवेली-11

सह दुय्यम निबंधक (वर्ग-२) हवेली क्र ११ दस्ताचा प्रकार: भाडेपट्टा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा पोलीस ठाणे किंवा पोलीस स्टेशन किंवा कोणत्याही किराट क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही भागात

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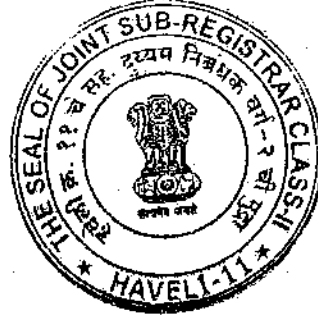
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प्रतिज्ञापत्र

आम्ही लिहून देणाऱ्या लिहून घेणार सत्य प्रतिज्ञेवर लिहून देतो की, सदर दस्तास जोडलेली पुरक कागदपत्रे ही अस्तित् व खरी असून ती खोटी व बनावट आल्यास जाल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये, होणाऱ्या कार्यवाहीस आम्ही जबाबदार राहत.

KR/Mistry
लिहून घेणार

लिहून देणार





दस्त गोषवारा भाग-2

हवल 11 2019

दस्त क्रमांक: 9464/2019

07/06/2019 2 41:43 PM

दस्त क्रमांक : हवल 11/9464/2019

दस्ताचा प्रकार :- भाडेपट्टा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: लेमोर एडुस्पार्क इंटरनॅशनल प्रायव्हेट लिमिटेड तर्फे अधिकृत सहिकर्ता परेश भातेलिया पत्ता: -, -, 1, मोतीलाल नगर, श्रीरंग साबळे मार्ग, ऑफ लिक रोड, गोरेगाव (वेस्ट), मुंबई, -, बांगड नगर, MAHARASHTRA, MUMBAI, Non- Government. पॅन नंबर: AABCI3741A	मालक वय :- 50 स्वाक्षरी:-		
2	नाव: लेसी पिनेकल ग्लोबल फाऊंडेशन तर्फे अधिकृत स्वाक्षरीकार श्री केरसी आर मिस्त्री पत्ता: प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: फ्लॅट नं 805, रत्ना सुजय गार्डन कॉम्प्लेक्स, मुकुंद नगर, पुणे, रोड नं: -, महाराष्ट्र, पुणे. पॅन नंबर: AADTP3603M	भाडेकरू वय :- 59 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तयाकधीत भाडेपट्टा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ: 07 / 06 / 2019 02 : 48 : 00 PM

ओळख:-

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

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव: अंड चंदन पी फरताळे वय: 42 पत्ता: पाषाण, पुणे पिन कोड: 411021		

शिक्का क्र.4 ची वेळ: 07 / 06 / 2019 02 : 48 : 26 PM

करण्यात येते की,
या दस्तऐवजात एकूण 20 पृष्ठे आहेत
शिक्का नंबराचे पुस्तकाचे
नंबरी नोंदला.

सह-दुय्यम निबंधक, हवेली-11
सह-दुय्यम निबंधक (वर्ग-2) हवेली क्र. 11
EPayment Details.

सह-दुय्यम निबंधक (वर्ग-2) हवेली क्र. 11
दिनांक 07/06/2019

sr.	EPayment Number	Defacement Number
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