

महाराष्ट्र MAHARASHTRA

2023

75AA 406818

बंधपत्र/प्रतिज्ञापत्र/बैंक कामी

मुद्रांकाचा वापर

AFFIDAVIT

जे. एच. गांधी ४८५, सेंटर स्ट्रॉट, पुणे-१.

र.नं. ३३२११२ किंमत ता. २३ NOV 2023

नांव Asim Danooole

पत्ता Pune-3

हस्ते [Signature]

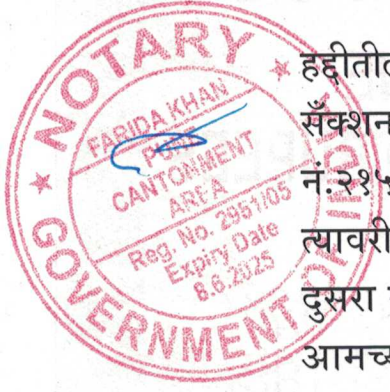
ला.नं. १२०११२७

संम



प्रतिज्ञा पत्र

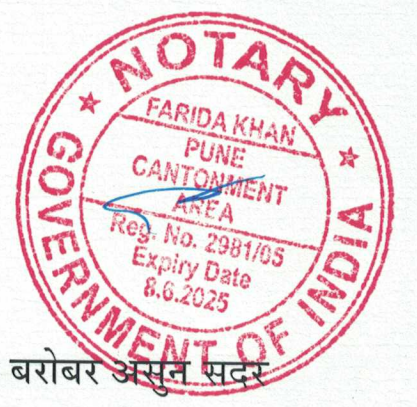
आम्ही, १) यास्मीन फजल दारुवाला, वय : ६० वर्षे, धंदा : व्यवसाय,
२) आसिम फजल दारुवाला, वय : ३४ वर्षे, धंदा : व्यवसाय, दोघेही
राहणार : प्लॉट नं.८, अल-अमीन सोसायटी, दिल्लीवाला डेअरी जवळ,
गुलटेकडी, पुणे-४११ ०३७., सत्य प्रतिज्ञेवर कथन करतात की,



तुकडी पुणे पोट तुकडी व तालुका हवेली तसेच पुणे महानगरपालिकेच्या हद्दीतील गाव मौजे हडपसर येथील सर्व्हे नं.२१५/१, २१८, २१९, २७७/१ च्या सँक्शन लेआऊट पैकी प्लॉट नं.६१ यासी ७/१२ च्या उता-याप्रमाणे नवीन सर्व्हे नं.२१५/१अ/प्लॉट नं.३२ ते ६१ यासी भुखंडाचे एकुण क्षेत्र ८७१.५० चौ.मी. व त्यावरील इमारत तळ मजला यासी क्षेत्र ९२.७९ चौ.मी. + पहिला मजला + दुसरा मजला + तिसरा मजला यासी एकुण क्षेत्र ८१०.६९ चौ.मी. ही मिळकत आमच्या मालकीची व कब्जेवहीवाटीची आहे.

सदरची संपुर्ण मिळकत म्हणजेच जमीन व त्यावरील इमारत आम्ही द के चंदुभाई दारुवाला एज्युकेशन सोसायटी या नोंदणीकृत ट्रस्टला दिनांक १६/०६/२०२३ रोजीच्या नोंदणीकृत भाडेपट्टा अन्वये ३३ वर्षांच्या कालावधीसाठी दिलेला आहे. सदरचा भाडेपट्टा दुय्यम निबंधक हवेली नं.११ यांच्या कार्यालयात दस्त क्र.१२७११/२०२३ ला नोंदविलेला आहे.

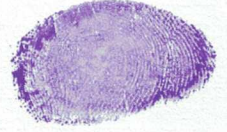
सदर भाडेपट्टा दस्तात व इंडेक्स २ (सुची क्र.२) मध्ये नमुद असल्याप्रमाणे आम्ही सदर द के चंदुभाई दारुवाला एज्युकेशन सोसायटी यांना वर कलम १ मध्ये नमुद केलेले जमीन व त्यावरील इमारत भाडेपट्ट्याने दिलेली आहे. सबब या प्रतिज्ञापत्राद्वारे आम्ही सत्य प्रतिज्ञेवर अल्लाह कसम कथन करतो की, आम्ही तुकडी पुणे पोट तुकडी व तालुका हवेली तसेच पुणे महानगरपालिकेच्या हद्दीतील गाव मौजे हडपसर येथील सर्व्हे नं.२१५/१, २१८, २१९, २७७/१ च्या सँक्शन लेआऊट पैकी प्लॉट नं.६१ यासी ७/१२ च्या उता-याप्रमाणे नवीन सर्व्हे नं.२१५/१अ/प्लॉट नं.३२ ते ६१ यासी भुखंडाचे एकुण क्षेत्र ८७१.५० चौ.मी. व त्यावरील इमारत तळ मजला ९२.७९ चौ.मी. + पहिला मजला + दुसरा मजला + तिसरा मजला यासी एकुण क्षेत्र ८१०.६९ चौ.मी. ही संपुर्ण मिळकत द के चंदुभाई दारुवाला एज्युकेशन सोसायटी यांना नोंदणीकृत दस्ताने भाडेपट्ट्याने दिलेली आहे. सबब सदर गोष्टीच्या सत्यतेकरीता सदर प्रतिज्ञापत्र केले असे.



वर नमुद माहिती आमच्या माहितीप्रमाणे खरी व बरोबर असून सदर माहिती खोटी असल्याचे आढळून आल्यास आम्ही भा. द. वि. कलम १९३ (२), १९९ व २०० अन्वये शिक्षेस पात्र राहिन याची आम्हाला जाणीव आहे.

पुणे.

Farid Khan



दिनांक : २३/११/२०२३

१) यास्मीन फजल दारुवाला

Yasmin



२) आसिम फजल दारुवाला
(प्रतिज्ञापत्र करणार)



BEFORE ME

Farid Khan

FARIDA KHAN
NOTARY, GOV'T OF INDIA
PUNE.

Noted And Registered
at Serial Number 375
2023.

23 NOV 2023

**School
Building Lease
Agreement**

Greenwoods School
Daruwala

12711

Scan
e:86

Receipt (pavti)

329/12711

पावती

Original/Duplicate

Monday, June 19, 2023

नोंदणी क्र.: 39M

5:58 PM

Regn.: 39M

पावती क्र.: 13749 दिनांक: 19/06/2023

गावाचे नाव: हडपसर

दस्तावेजाचा अनुक्रमांक: हवल11-12711-2023

दस्तावेजाचा प्रकार : भाडेपट्टा

मादर करणाऱ्याचे नाव: याम्मीन फजल दारूवाला - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 800.00

पृष्ठांची संख्या: 40

एकूण:

रु. 30800.00

आपणाम मूळ दस्त ,थंबनेल प्रिंट,मूची-२ अंदाजे
6:17 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक, हवेली-11

वाजार मूल्य: रु.57429245 /-

मोबदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 2584500/-

सह दुय्यम निबंधक (वर्ग-१) हवेली क्र. ११

1) देयकाचा प्रकार: DHC रक्कम: रु.800/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1606202308669 दिनांक: 19/06/2023

वँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH003839826202324E दिनांक: 19/06/2023

वँकेचे नाव व पत्ता:



19/06/2023

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. हवेली 11

दस्त क्रमांक : 12711/2023

नोंदणी :

Regn:63m

गावाचे नाव : हडपसर

(1)निलेखाचा प्रकार	भाडेपट्टा
(2)मोबदला	0
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	57429245
(4) भू-मापन,फोटोहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:पुणे म.न.पा. इतर वर्णन :, इतर माहिती: (विभाग क्र.30/458 दर रु.27030/- प्रती चौ.मीटर)पुणे हडपसर येथील सव्हे नं.215/1ए यासी प्लॉट नं.32 ते 61 यासी(जुना सव्हे नं.215/ए,218,219,277/1)या मिळकतीच्या मंजुर आराखडा मधील प्लॉट नं.61 यासी क्षेत्र 871.50 चौ.मीटर त्यावरील इमारती मधील तळ मजला यासी क्षेत्र 92.79 चौ.मीटर व पहिला मजला + दुसरा + तिसरा यासी संपुर्ण क्षेत्र 810.69 चौ.मीटर या भाडेपट्टा विषय असे.((Survey Number : 215/1 ;))
(5) क्षेत्रफळ	1) 871.50 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-द के चंदुभाई दारूवाला एज्युकेशन सोसायटी तर्फे स्वाक्षरीद्वारे श्रीमती शिफा असीम दारूवाला -- वय:-32; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: फ्लॉट नं.2, प्लॉट नं.8, अल-अमीन सहकारी गृहनिर्माण संस्था, गुलटेकडी, मार्केट यार्ड, पुणे, महाराष्ट्र, PUNE. पिन कोड:-411037 पॅन नं:-AAATK1017B
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-यास्मीन फजल दारूवाला -- वय:-60; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: प्लॉट नं.8, अल-अमीन सोसायटी, दिल्लीवाला डेअरी जवळ, गुलटेकडी, पुणे, महाराष्ट्र, PUNE. पिन कोड:-411037 पॅन नं:-AELPD3244A 2): नाव:-असीम फजल दारूवाला -- वय:-34; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: प्लॉट नं.8, अल-अमीन सोसायटी, दिल्लीवाला डेअरी जवळ, गुलटेकडी, पुणे, महाराष्ट्र, PUNE. पिन कोड:-411037 पॅन नं:-BJEPD0117K
(9) दस्तऐवज करुन दिल्याचा दिनांक	19/06/2023
(10)दस्त नोंदणी केल्याचा दिनांक	19/06/2023
(11)अनुक्रमांक,खंड व पृष्ठ	12711/2023
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	2584500
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- ; (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

श्री नरमन घाटगी
अवगत होतली

अवगत हुकुम नदरान

श्री नरमन घाटगी
अवगत हुकुम नदरान
श्री यास्मीन फजल दारूवाला
अवगत दिली. 21/06/2023
दिनांक- 19/06/2023



Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	The K CHANDUBHAI DARUWALA EDUCATION SOCIETY	eChallan	02901792023061977431	MH003839826202324E	2584500.00	SD	0002012170202324	19/06/2023
2		DHC		1606202308669	800	RF	1606202308669D	19/06/2023
3	The K CHANDUBHAI DARUWALA EDUCATION SOCIETY	eChallan		MH003839826202324E	30000	RF	0002012170202324	19/06/2023

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]



CHALLAN
MTR Form Number-6



GRN	MH003839826202324E	BARCODE			Date	19/06/2023-15:49:34	Form ID	36
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)				
				PAN No.(If Applicable)				
Office Name	HVL11_HAVELI 11 JOINT SUB REGISTRAR			Full Name	The K CHANDUBHAI DARUWALA EDUCATION SOCIETY			
Location	PUNE			Flat/Block No.	PLOT NO.61 GROUND FLOOR TO THIRD FLOOR			
Year	2023-2024 One Time			Premises/Building				
Account Head Details		Amount In Rs.						
003Q046401 Stamp Duty		2584500.00		Road/Street	SURVEY NO.215 HADAPSAR			
0030063301 Registration Fee		30000.00		Area/Locality	PUNE			
				Town/City/District				
				PIN	4	1	1	0 2 8
				Remarks (If Any)	Second Party Name - ASMITA FAZAL DARUWALA AND OTHER-			
				Amount In	Twenty Six Lakh Fourteen Thousand Five Hundred Rup			
				Words	ees Only			
Total	2614500.00							
Payment Details				FOR USE IN RECEIVING BANK				
UNION BANK OF INDIA				Bank CIN	Ref. No.	02901792023061977431	518266834	
Cheque-DD Details				Bank Date	RBI Date	19/06/2023-15:50:34	Not Verified with RBI	
Name of Bank				Bank-Branch		UNION BANK OF INDIA		
Name of Branch				Scroll No. , Date		Not Verified with Scroll		

Department ID :

Mobile No. : 7498233846

NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

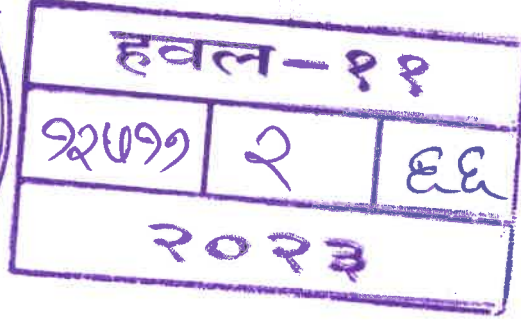
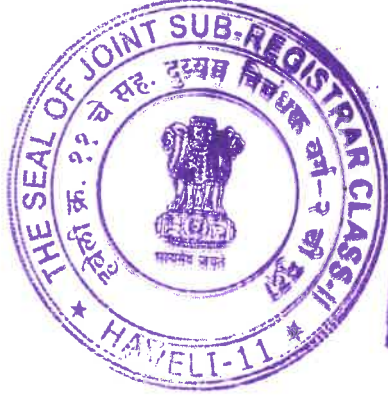
धुदर चलन केवल दुरयम निबंशक कार्यालयात नुदणी करावयाच्या दस्तासाठी लागु आहे . नुदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही .

Challa Defacement Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
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GRN : MH003839826202324E Amount : 26,14,500.00 Bank : UNION BANK OF INDIA Date : 19/06/2023-15:49:34

1	(iS)-329-12711	0002012170202324	19/06/2023-17:58:37	IGR018	30000.00
2	(iS)-329-12711	0002012170202324	19/06/2023-17:58:37	IGR018	2584500.00
Total Defacement Amount					26,14,500.00



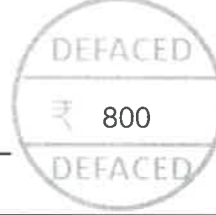


Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	1606202308669	Receipt Date	19/06/2023
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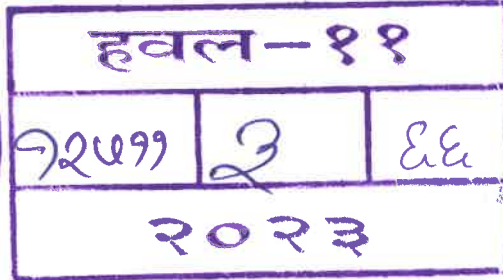
Received from atequo mujawar, Mobile number 7498233846, an amount of Rs.800/-, towards Document Handling Charges for the Document to be registered on Document No. 12711 dated 19/06/2023 at the Sub Registrar office Joint S.R. Haveli 11 of the District Pune.



Payment Details

Bank Name	UBIN	Payment Date	16/06/2023
Bank CIN	null	REF No.	586253280
Deface No	1606202308669D	Deface Date	19/06/2023

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





हवल-११		
१२४९९	J	६६
CHALLAN २०२३		

MTR Form Number-6



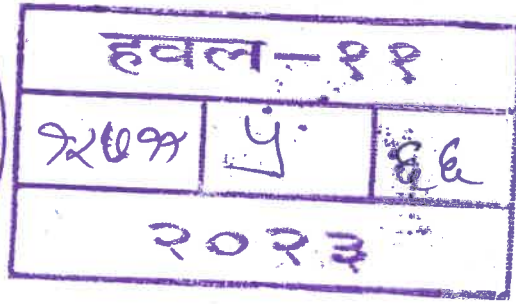
GRN	MH003839826202324E	BARCODE	Date 19/06/2023-15:49:34		Form ID	36
Department	Inspector General Of Registration		Payer Details			
Type of Payment	Stamp Duty Registration Fee		TAX ID / TAN (If Any)			
Office Name	HVL11_HAVELI 11 JOINT SUB REGISTRAR		PAN No.(If Applicable)			
Location	PUNE		Full Name	The K CHANDUBHAI DARUWALA EDUCATION SOCIETY		
Year	2023-2024 One Time		Flat/Block No.	PLOT NO.61 GROUND FLOOR TO THIRD FLOOR		
Account Head Details		Amount In Rs.	Road/Street	SURVEY NO.215 HADAPSAR		
0030046401	Stamp Duty	2584500.00	Area/Locality	PUNE		
0030063301	Registration Fee	30000.00	Town/City/District			
			PIN	4	1	1 0 2 8
			Remarks (If Any)	SecondPartyName=YASMIN FAZAL DARUWALA AND OTHER~		
Total		26,14,500.00	Amount In Words	Twenty Six Lakh Fourteen Thousand Five Hundred Rupees Only		
Payment Details		UNION BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	02901792023061977431	518266834	
Cheque/DD No.		Bank Date	RBI Date	19/06/2023-15:50:34	Not Verified with RBI	
Name of Bank		Bank-Branch	UNION BANK OF INDIA			
Name of Branch		Scroll No. , Date	Not Verified with Scroll			

Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

Mobile No. : 7498233846

सदर चलन केवल दुयम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 1606202308669	Date 16/06/2023
Received from ateqe mujawar, Mobile number 7498233846, an amount of Rs.800/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Haveli 11 of the District Pune.	
Payment Details	
Bank Name UBIN	Date 16/06/2023
Bank CIN null	REF No. 586253280
This is computer generated receipt, hence no signature is required.	



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DEED OF LEASE

Shifa
Daruwala
Asim

This Indenture made at Pune on 11th day of June, 2023.

B E T W E E N

1) YASMIN FAZAL DARUWALA

Age: 64 years; Occupation: Business,

PAN: AELPD3244A

AADHAAR : 6964 4539 4105

Residing at: Plot No.8, Flat No.2,
Al-Ameen Society, Near Dilliwalla Dairy,
Gultekdi, Pune - 411 037.

2) ASIM FAZAL DARUWALA

Age: 33 years; Occupation: Business

PAN: BJEPD0117K

AADHAAR: 9810 8883 3482

Residing at: Plot No.8, Al-Ameen Society,
Near Dilliwalla Dairy, Gultekdi,
Pune - 411 037.

Hereinafter referred to as the "**LESSORS**".

(which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators and assigns)

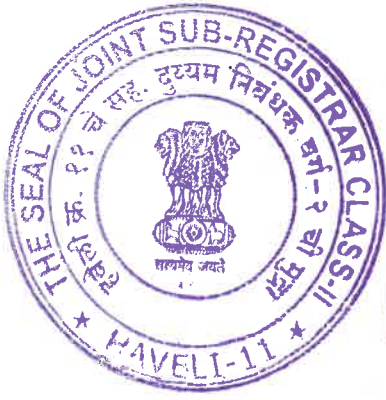
.....**OF THE ONE PART,**

AND

Daruwala

Asim

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हवल-११		
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The K CHANDUBHAI DARUWALA EDUCATION SOCIETY, a Trust registered under the Bombay Public Trust Act 1950 having Registration No.F-7938(Pune) and also registered under the Societies Registration Act 1860 having Registration No.Maharashtra/6764-92/Pune., having its registered address at : 3A/147, Salishbury Park, Maharshi Nagar, Behind Police Station, Pune - 411037., **PAN: AAATK1017B.**, Through its authorized Signatories : **Mrs. SHIFA ASIM DARUWALA**, Age: 32 years; Occupation: Business; **AADHAAR: 5895 0928 3843**, Residing at: Flat No.2, Plot No.8, Al-Amin Co-operative Housing Society, Gultekdi, Market Yard, Pune - 411 037.,

Hereinafter referred to as the "**LESSEE**".

(which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and Assigns) **.....OF THE OTHER PART;**

W H E R E A S

- 1) All those piece and parcel of land admeasuring 871.50 sq. mtrs. alongwith the building standing thereon comprising of Ground Floor admeasuring 92.79 sq. mtrs. + First Floor, Second Floor and Third Floor admeasuring 810.69 sq. mtrs. standing and lying at Plot No.61, Survey No.215/1, 218, 219, 277/1 (as per the latest 7x12 extract Survey No.215/1A/Plot No.32 to 61) being lying and situated at village Hadapsar,

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1)Yasmin Fazal Daruwala, 2) Asim Fazal Daruwala The K CHANDUBHAI DARUWALA EDUCATION SOCIETY through its authorized Signatory:
Shifa Asim Daruwala



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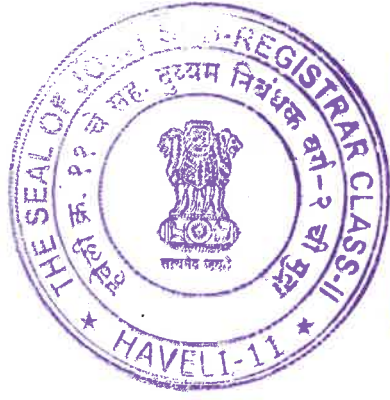
Taluka Haveli, District Pune - 411 048., situated within the jurisdiction of Sub-Registrar Haveli No.1 to 27 and within the limits of Pune Municipal Corporation, stands in the name of Lessors - 1) Yasmin Fazal Daruwala and 2) Asim Fazal Daruwala and for the sake of brevity hereinafter collectively referred to as the "said Property".

- 2) 'Subhash Samudayik Sahakari Shetki Sangh Ltd., were the sole and absolute owner of the property bearing Survey No.215, Hissa No.1, Survey No.218, Survey No.219 and Survey No.277, Hissa No.1 etc. situated at Hadapsar, Taluka-Haveli, District-Pune total admeasuring 28 Hector and 68 Aar and more particularly described in the Schedule- hereunder written and hereinafter referred to as the 'SAID PROPERTY';
- 3) By the Agreement for Development dated- 18/12/1989 in pursuance of the Resolution passed in the meetings of the Special General Body of 'Subhash Samudayik Sahakari Shetki Sangh Ltd. society held on 28/05/1988 and 07/12/1989 executed by and between 'Subhash Samudayik Sahakari Shetki Sangh Ltd.', registered under the provisions of Maharashtra Co-operative Societies Act, 1960 under registration No. 12035, (hereinafter referred to as the original owner] and M/s. Mantri Constructions thereafter the Agreement for Assignment of development rights dated- 30/10/1991 executed between M/s. Mantri Constructions and Indraprashtha Premises Pvt. Ltd., for which assignment 'Subhash Samudayik Sahakari Shetki Sangh Ltd. had consented to the Agreement dated- 18/12/1989 as well as

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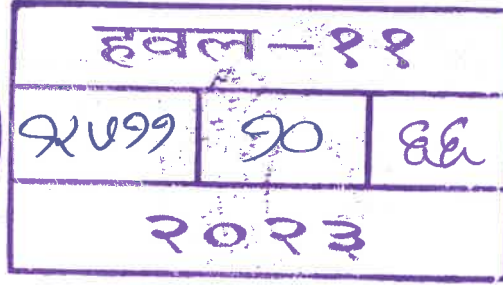
vide their letter dated-05/02/1990 [hereinafter referred to as 'THE DEVELOPMENT AGREEMENT'] the original owner i.e. 'Subhash Samudayik Sahakari Shetki Sangh Ltd., have authorised Indraprashtha Premises Pvt. Ltd., to develop the portion of the property approx. admeasuring 67 Acres [i.e. 27 Hectore 11 R] after excluding the portion leased out to Hadapsar Bhajipala Kharedi Vikri Sangh and Kanda Utpadak Sangh carved out of the land bearing S. No. 215/1, 218, 219, 277/1 of village-Hadapsar, Taluka-Haveli, District- Pune which is more particularly described in the Schedule-I hereunder written [hereinafter referred to as 'THE SAID LAND'] and to sell the said land or portions or plots therefrom and/or to construct thereon building/s, bungalow/s, structure/s in accordance with the terms and conditions contained in the development agreement and under the General Power of Attorney executed for the purpose.

- 4) Subhash Samudayik Sahakari Shetki Sangh Ltd., had also executed an Irrevocable Power of Attorney in favor of Mr. Sunil Pandering Mantra and others to carry out the intents of the said Development Agreements. The Indraprashtha Premises Pvt. Ltd., thus being empowered and authorized by the vendor -Subhash Samudayik Sahakari Shetki Sangh Ltd., under the said Development Agreement/s and General Power of Attorney executed for the purpose are inter alia authorized to sell the said land or plots/parts therefore, to accept the consideration for the same etc.,

Yasmin Daruwala

Asim Daruwala

Shifa Daruwala

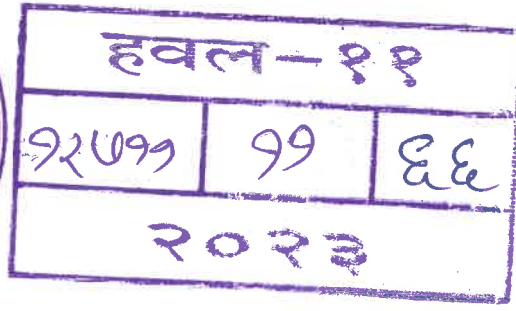
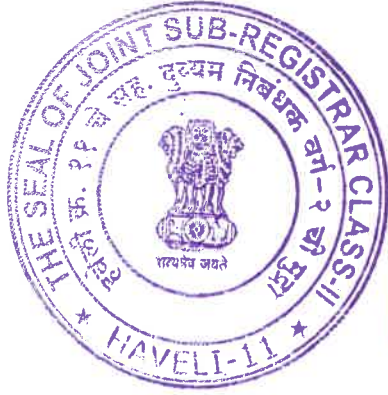


- 5) By virtue of the said Development Agreement and Power of Attorney the Indraprashtha Premises Pvt. Ltd., alone had the sole and exclusive rights to develop the said land, and/or to construct and sell the tenements thereon and/or to sell and allot the plots from the sanctioned layout of the said land and to enter into Agreement/s with the Purchaser/s of the plot/s/unit/s/tenement/s and to enforce the rights or fulfill the obligations there under and to receive the sale proceeds thereof.
- 6) The Owner/Vendor Subhash Samudayik Sahakari Shetki Sangh Ltd., has got approved the layout plan the appropriate authority i.e. from the Town Planning Authority vide No.LYT/Hadpsar/11/5609 DATED 20/10/1972 AND LYT/Hadpsar/12/GA 77 dated 20/12/72 and the Collector, Pune had issued permission for the Non-Agricultural use of the said Plot under the provisions of Section 44 of the Maharashtra Land Revenue Code vide Order dated 31/01/1973 bearing No.NA/SR/IV/H/147/72 to the Subhash Samudayik Sahakari Shetki Sangh Ltd.,
- 7) The Town Planning Authority vide No.NBP/LAYOUT/ Survey No.215,218,219,277/1/Hadpsar/SSP/640 dt. 19/04/1995 AND The Revenue Commissioner Pune Div. Pune vide its Order No.Revenue Land Pune -3415 dated 12/12/1995 and the Collector, Pune had sanctioned the layout and issued permission for the Non-Agricultural use of the said Plot under the provisions of Section 44 of the Maharashtra Land Revenue Code vide Order dated 22/12/1995 bearing

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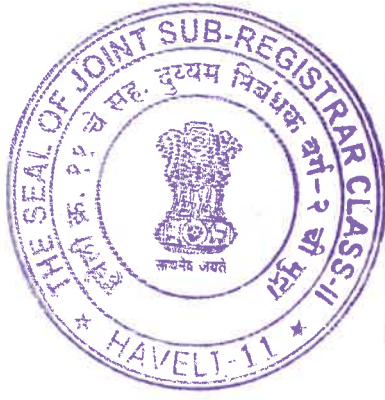
No.PMH/SR/648/1994 to the Subhash Samudayik Sahakari Shetki Sangh Ltd.,

- 8) All the requisite permissions/orders have been obtained under the relevant provisions of the other Acts such as the exemption under section 19(1) (v) of the Urban Land (Ceiling and Regulation) Act, 1976 by the Additional Collector and Competent Authority-I Pune vide Order No.ULCD.VII /139/19901 dated 22/05/1990 as also the Maharashtra Land Revenue code and from the State of Maharashtra with regard to the Co-operative Department.
- 9) As per the said others and as a result of the Development Agreement the Indraprashtha Premises Pvt. Ltd., was entitled and authorized to sell the plots from the said layout and/or to construct buildings on the said land in accordance with that said orders and to dispose of the plots and premises so constructed as per the discretion of the consenting party.
- 10) Indraprashtha Premises Pvt. Ltd., intends to construct on a portion out of the said land i.e. on some of the plots from the said layout and intends with or without construction thereon. The Indraprashtha Premises Pvt. Ltd., had also entered into understanding for development of the open space from the layout for providing recreational facilities thereon and for its maintenance and environmental and other benefits.

Yasmin Daruwala

Asim Daruwala

Shifa Daruwala



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- 11) Indraprashtha Premises Pvt. Ltd., has got approved from the concerned local authority the plans, layouts the specifications elevations, sections and details of the said building/s and hereinafter referred to as the 'SAID PLANS'
- 12) Indraprashtha Premises Pvt. Ltd., had carried out certain developments on the said land as per the approved layout and have promoted the scheme on the said lands to be known as 'INDRAPRASTHA'. The Indraprashtha Premises Pvt. Ltd., had also undertaken joint development of the compulsory open space from the layout for providing recreation facilities through membership of indraprastha country club.
- 13) The separate plots out of the sanctioned layout had been demarcated and accordingly, Plot No.61 out of the sanctioned layout of the said land has been demarcated by the Taluka Land Record Office Haveli, Pune., vide Most Urgent Measurement Register (M. R.) No.8600 on 27/10/2001 Taluka Land Record Office Haveli, Pune., and the Taluka Land Record Office Haveli, Pune issued a 'K' Parat to the Lessors on 31/10/2001.
- 14) 1)Fazal K. Daruwala and 2) Yasmin Fazal Daruwala purchased Plot No.61 area admeasuring 871.50 sq. mtrs. out of the sanction layout of Survey No.215/1, 218, 219, 277/1 being lying and situated at village Hadapsar, Taluka Haveli, District Pune - 411 048., from Subhash Samudyik Shetki Sangh Ltd., vide a registered Sale Deed dated 30/01/2003 Which is duly registered at the Office of Sub-



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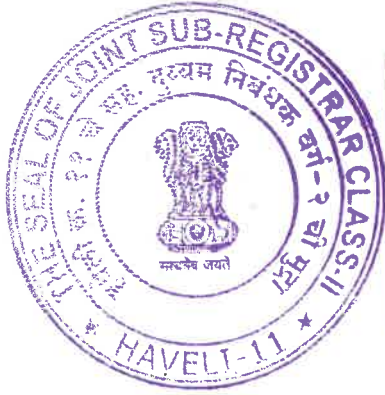
Registrar Haveli No.3 at Serial No.543/2002 The entry of the said registered Sale Deed effected in the Record of Rights vide Mutation Entry No.29635 and the name of Fazal K. Daruwala and Yasmin Fazal Daruwala was mutated on the 7x12 extract as a kabjedar column.

- 15) Thereafter, Fazal K. Daruwala and Yasmin Fazal Daruwala got the Building Plan sanction from the Pune Municipal Corporation vide Commencement Certificate No.CC/3593/2014 dated 05/02/2015 for construction of the building on the said Plot.
- 16) Fazal K. Daruwala and Yasmin Fazal Daruwala have completed the construction of Ground Floor and First Floor on the said plot as per sanction plan and the Pune Municipal Corporation has issued Part 1 Completion Certificate No.OCC/0286/12 dated 05/06/2012 and further completed construction of Second Floor and Third Floor and obtained Completion Certificate No.OCC/0467/15 dated 15/07/2015 Pune Municipal Corporation.
- 17) Fazal K. Daruwala died on 04/05/2017 Leaving behind his legal heirs his widow Yasmin Fazal Daruwala, son Asim Fazal Daruwala and daughter Saaniya Fazal Daruwala (married name Saaniya Parvezikbal Jamadar. After the demise of Fazal K. Daruwala his undivided share in the said property is devolved upon his only legal heirs his widow Yasmin Fazal Daruwala and son Asim Fazal Daruwala and daughter Saaniya Fazal Daruwala (married name Saaniya Parvezikbal

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Jamadar. Saaniya Fazal Daruwala (married name Saaniya Parvezikbal Jamadar released her undivided share in the said property vide a registered Release Deed dated 21/02/2018 which is duly registered at the Office of Sub-Registrar Haveli No.13 at Serial No. 2153/2018 in favour of Yasmin Fazal Daruwala, son Asim Fazal Daruwala i.e. the Lessors. Accordingly, the name of the Lessors have been mutated on the 7x12 extract of the said property vide Mutation Entry No.48474 by the concerned village Talati.

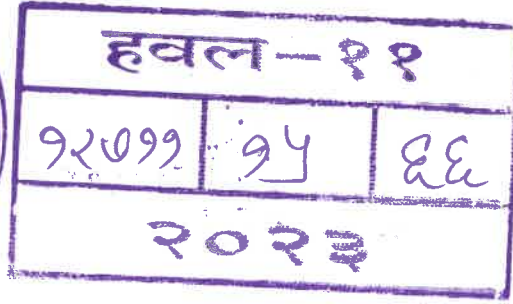
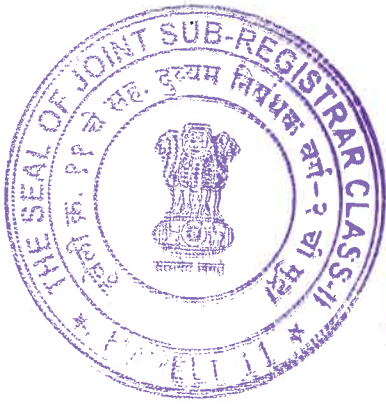
18) Thus the Lessors are the absolute owners of the land admeasuring 871.50 sq. mtrs. bearing Plot No.61 alongwith the building standing thereon comprising of Ground Floor admeasuring 92.79 sq. mtrs. + First Floor, Second Floor and Third Floor admeasuring 810.69 sq. mtrs. standing and lying at Plot No.61, Survey No.215/1, 218, 219, 277/1 (as per the latest 7x12 extract Survey No.215/1A/Plot No.32 to 61) being lying and situated at village Hadapsar, Taluka Haveli, District Pune - 411 048., situated within the jurisdiction of Sub-Registrar Haveli No.1 to 27 and within the limits of Pune Municipal Corporation., Hereinafter collectively referred to as 'the said property'.

19) The name of the Lessor No.1 and Late Fazal Daruwala have been recorded in the Tax and Assessment Register of the Pune Municipal Corporation vide Milkat No.P/F/06/00706000 being the owners of the said property.

Yasmin Daruwala

Asim

Shifa Daruwala



- 20) The Lessee is a registered Charitable Trust under Bombay Public Trust Act 1950 duly registered at the Office of Assistant Charity Commissioner Pune Div. Pune vide Registration No.F-7938 Pune dated 18/01/1993., and prior to that the Lessee Trust is also registered under the Society Registration Act 1860 vide Registration No.15010 dated 31/10/1992 having its address at ; 3A/147,.Salisbury Park, behind Mahrushi Police Chowky, Pune – 411 037.,
- 21) The Lessee Trust is running the English Medium School in the said property for last few Years and taken the building premises on leave and license agreement from time to time vide registered Leave and License Agreement.
- 22) Relying upon the representations made by the Lessors and believing the same to be true, the Lessee has approached the Lessor with a request to allow the Lessee to use, occupy and possess on Lease basis, the said property and Lessors have agreed to give on Lease to the Lessee the said property for the purpose of running and continuing THE GREENWOODS SCHOOL of the Lessee on the terms and conditions herein contained.

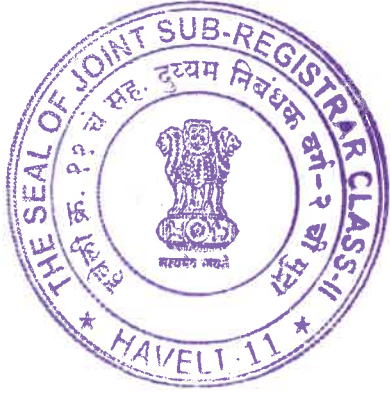
NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties intending to be bound legally, agree as follows:

The parties hereto agree that the aforesaid recitals and

(Signature)

(Signature)

(Signature)



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Annexures shall form the integral and operative part of this Deed and shall be treated as covenants hereof.

At the request of the Lessee, the Lessors have agreed to demise to the Lessee the said Plot of land together with the building and structures standing thereon for the period and at the rent and upon the terms and conditions therein contained to the Lessee and agreed to execute these presents in favour of the Lessee.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :—

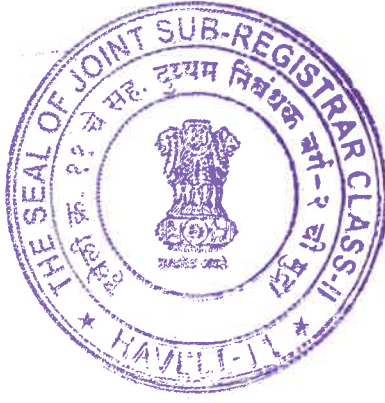
(1) TENURE AND RENT:

- (a) The Lessors/Landlords hereby grant unto the Lessee/Tenant and the Lessee/Tenant hereby takes all that piece and parcel of land admeasuring 871.50 sq. mtrs. bearing Plot No.61 alongwith the building standing thereon comprising of Ground Floor admeasuring 92.79 sq. mtrs. + First Floor, Second Floor and Third Floor totally admeasuring 810.69 sq. mtrs. standing and lying at Plot No.61, Survey No.215/1, 218, 219, 277/1 (as per the latest 7x12 extract Survey No.215/1A/Plot No.32 to 61) being lying and situated at village Hadapsar, Taluka Haveli, District Pune - 411 048., and more particularly described in the Schedule hereunder written and shown in red coloured boundary line on the plan thereof hereto annexed by the Lessee

(Signature)

(Signature)

(Signature)



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TO HOLD UNTO the Lessee the premises hereby demised more particularly described in the Schedule written hereunder., (hereafter for brevity's sake collectively referred to as "**the Demised Premises**").

- (b) The grant of the Demised Premises to the Lessee/Tenant by the Lessors/Landlord for the purpose of operating and conducting School shall be for a period 33 years (thirty three years) (defined hereinafter as "**Tenure**"), commencing from the 1st day of March Two thousand 2023 expiring by efflux of time on 28th February 2056. Thereafter, the Tenure may be renewed/extended further as may be mutually agreed on the terms and condition between the Parties in this respect.
- (c) The Lessors/Landlords have hand over the peaceful and vacant possession of the Demised Premises in good tenable condition to the Lessee/Tenant on 1st March, 2023 on the date of commencement of Lease.
- (d) In consideration of the Lessee being allowed to operate and manage and conduct THE GREENWOODS SCHOOL at the Demised Premises, Lessee/Tenant shall pay to the Lessors/Landlords, Lease Rent of Rs.7,29,373/- per month + 18 % GST. However, for the month of March, 2023, the rent of Rs.6,55,398/- + 18% GST as applicable currently has been agreed and paid by the Lessee/Tenant to the Lessors/Tenant as fit out period.

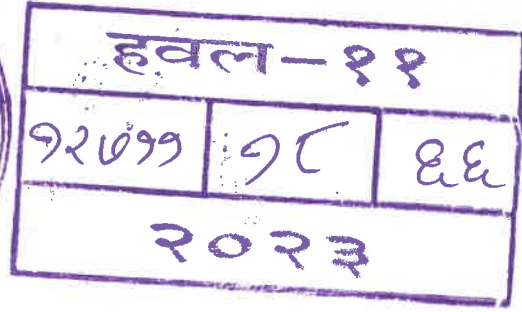
Yasmin Fazal Daruwala

Asim

Shifa Asim Daruwala

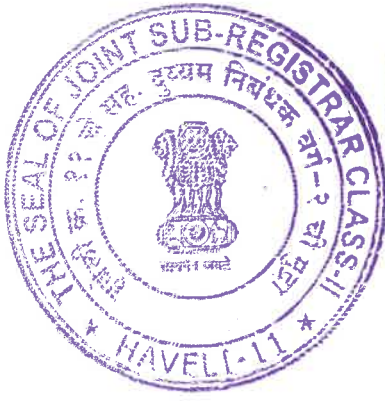


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The Lessee shall pay the Lease Rent to the Lessors from 1st March, 2023 (hereinafter referred to as **“Rent Commencement Date”**)

- (e) The Lessee/Tenant shall pay the rent in two equal parts to the Lessors/Landlords. Accordingly Lessee/Tenant has paid the first rent for the month of March, 2023 of Rs.3,53,915/- vide Cheque No.049806 on 31/03/2023 drawn on Union Bank of India, Hadpsar Pune Branch., to the Lessor/Landlord No.1 and Rs.3,53,915/- vide RTGS No.MAHBR52023033114190395 on 31/02/2023 from Union Bank of India, Hadpsar Pune Branch., to the Lessor/Landlord No.1 after deducting 10% TDS on the above RENT amount which is inclusive of 18% GST. The Lessors/Landlords do hereby admit and acknowledge the receipt of the payment of rent amount.
- (f) The Lessee/Tenant has paid the rent for the month of April and May, 2023, of Rs.7,87,722/- vide Cheque No.049877 on 15/06/2023 drawn on Union Bank of India, Hadpsar Pune Branch., to the Lessors/Landlords No.1 and Rs.7,87,722/- vide Cheque No.049875 on 15/06/2023 drawn on Union Bank of India, Hadpsar Pune Branch., to the Lessors/Landlords No.1 after deducting 10% TDS on the above RENT amount which is inclusive of 18% GST. The Lessors/Landlords do hereby admit and acknowledge the receipt of the payment of rent amount.



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(g) Lease Rent Escalation : It is agreed that after completion of every three years, the Lease Rent shall be increased as per the market condition and/or inflation whichever is higher and the Lessors/Landlords shall intimate in writing to the Lessee/Tenant three months before prior to completion of 3 (three) years in advance in respect of increase rent as per the market condition or the inflation whichever is higher. The Lessors/Landlords and the Lessee/Tenant shall among themselves mutually fixed the enhancement of rent and the Lessee/Tenant shall pay monthly rent to the Lessors/Landlords. However, if the Lessee/Tenant do not agree for the demand of increase in rent after every three years, it will be at the option of the Lessors/Landlords to continue or to terminate the Lease Deed. In the event of termination of Lease Deed by the Lessors/Landlords, the Lessee/Tenant shall handover the peaceful possession of the demises Premises by vacating the same within three months from the date of termination.

(h) Lessee shall also pay to the Lessors Goods and Service Tax ("GST")(as applicable) on the Lease Rent (hereinafter referred as "Taxes on Lease Rent"). For claiming the above said Taxes on Lease Rent, Lessors shall raise monthly invoice for the Taxes on Lease Rent (with GST number and mentioning the amount of Lease Rent) as applicable on the above said Lease Rent and send a copy via email at KCDESOCIETY@GMAIL.COM. The

Yasmin Fazal Daruwala

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Lessee shall pay the amount of above said Taxes on Lease Rent within 10 days from the date of receipt of invoice.

- (i) Upon submission of Taxes on Lease Rent with the Government Authority, the Lessors shall submit the receipt of the submission of Taxes on Lease Rent to Lessee within the same financial year or within first quarter of the next financial year.
- (j) During the Tenure, the Lease Rent shall be paid on or before 10th day of each succeeding month in advance/arrear. after deduction of any taxes in accordance with the law for the time being in force, to the Lessors. At present the taxes shall be deducted as per Section 194 I of the Income Tax Act, 1961. This above said Lease Rent is exclusive of all direct and indirect taxes whether present or future.
- (k) The Lessee agrees that the Lease Rent payable by the Lessee to the Lessors shall be increased by the percentage as specified in Para (1) (g) above on the last paid Lease Rent in the manner as defined in Para (1) (f) as mentioned above.
- (l) It is expressly agreed between the parties that addition to the rent, the Lessee shall pay property taxes to the Pune Municipal Corporation, education cess, rates taxes, charges, duties, burdens, assessments, outgoings

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and impositions whatsoever hereafter payable during the **Tenure** to become payable and now or hereafter during the said **Tenure** assessed charged or imposed upon the demised premises or any part thereof or upon the buildings or structures standing thereon.

- (m) The Lessee, during the **Tenure** shall pay bills such as electricity and water and all applicable bills immediately without default as and when fall due and payable;

(2) INTEREST FREE REFUNDABLE SECURITY DEPOSIT:

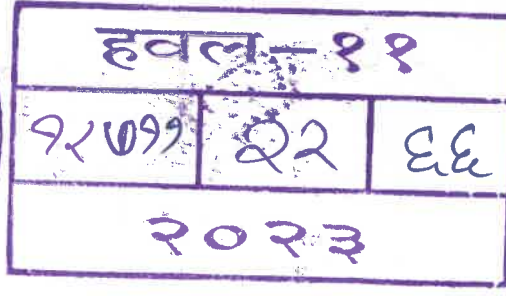
(a) The Lessee has deposited with the Lessors Interest Free Refundable Security Deposit amounting to Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) out of the Security Deposit Rs.12,50,000/- has been paid by Cheque No.049878 dated 15/06/2023 drawn on Union Bank of India, Hadpsar Pune Branch., to the Lessor/Landlord No.1 and Rs.12,50,000/- has been paid by Cheque No.049879 dated 15/06/2023 drawn on Union Bank of India, Hadpsar Pune Branch., to the Lessor/Landlord No.2 The Lessors/Landlords do hereby acknowledge receipt of the Security Deposit. Interest Free Refundable Deposit shall be refund on termination or expiry of the Lease whichever is earlier and or adjusted in the rent or for repair and damages. Hereinafter referred as "**Security Deposit**"

(b) The whole amount of Security Deposit shall be refunded by

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the Lessors to the Lessee at the time of expiration of this Deed or sooner determination thereof simultaneously with the handing over of the vacant possession of the Demised Premises to the Lessors.

(3) REPRESENTATION & WARRANTIES

A. Lessee hereby represents and warrants to the Lessors that:-

(a) It is in good standing and that it has full authority to enter into this Deed and to perform its obligations hereunder according to the terms hereof.

(b) It has full power and authority to enter into this Deed and to take any action and execute any documents required by the terms hereof.

(c) This Deed, entered into has been duly authorized by all necessary authorization proceedings, has been duly and validly executed and delivered, and is a legal, valid, and binding obligation of, enforceable in accordance with the terms hereof.

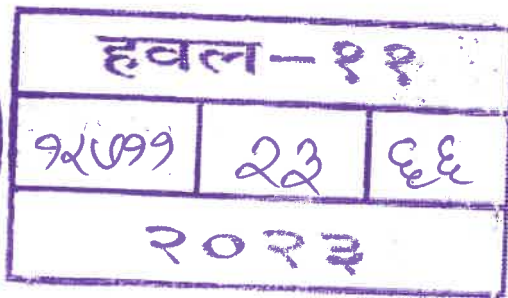
(d) The executants of this Deed are duly empowered and authorized to execute this Deed and to perform all its obligations in accordance with the terms herein.

B. The Lessors further doth hereby represent, declare, confirm and warrant to the Lessee as follows:-

Yasmin Fazal Daruwala

Asim Fazal Daruwala

Shifa Asim Daruwala

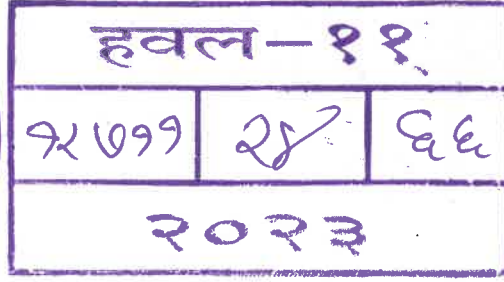


- (a) The Lessors are the absolute owners, seized and possessed of the Demised Premises;
- (b) Other than the Lessors no other party or person or entity have any right, title or interest in respect of the Demised Premises;
- (c) There are no impediment/s whereby the Lessors are restrained from entering into this Lease Deed;
- (d) The Lessors have not committed or omitted any act, deed, matter or thing whereby its right or title in respect of the Demised Premises is lessened or encumbered in any manner and the Demised Premises is free from all encumbrances and the Lessors have not created any third party rights in respect of the Demised Premises;
- (e) To the best of it's knowledge and belief, the Demised Premises is not the subject matter of any litigation or claim or demand nor have the Lessors received any notice or claim of any statutory authority or revenue authority;
- (f) The Lessors have not received any notice of acquisitions or requisitions or demand in respect of or as a follow up to any recovery of revenue, cess or tax or any matter of similar nature;

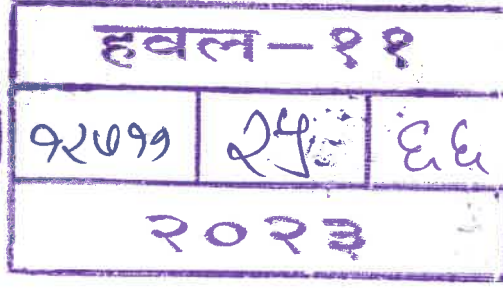
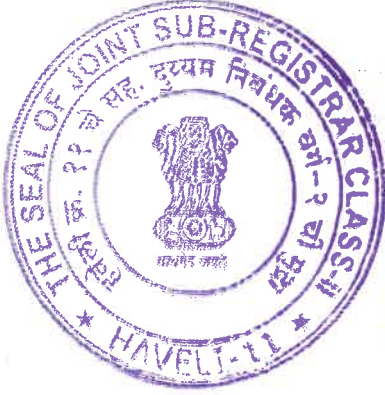
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- (g) The Lessors are entitled to unilaterally enter into this Lease Deed with the Lessee without seeking any approvals of any third party.
- (h) The building plan in respect of the Demised Premises has been duly approved by the prescribed Government Authorities and that the construction of the Demised Premises has been done as per the approved plan and that no part/portion of the Demised Premises consists of any unauthorized/irregular construction. All necessary approvals and sanctions for occupation of the Demised Premises have been obtained from the statutory authorities.
- (i) The Demised Premises has been granted all necessary/relevant, permissions, sanctions and approvals from the corporations, statutory authority(s) and/or Government Authority.
- (j) The Demised Premises can be used for commercial purposes including the use of the same for the purpose of running the THE GREENWOODS SCHOOL of Lessee without any limitation and restriction on use by the Lessee.
- (k) They the Lessor doth hereby covenant with the Lessee that the Lessee paying the rent hereinabove reserved and performing and observing all the covenants, conditions and agreements on the part of the Lessee



hereinbefore contained shall peaceably hold and enjoy the said demised premises during the said term without any interruption by the Lessors or any person claiming under them.

C. The Lessee doth hereby expressly covenants with the Lessors as follows :—

- (a) That the Lessee shall during the said term pay to the Lessors the monthly rent hereinbefore **in Para (1) (d) & (1) (f)** reserved after deduction of TDS or any other taxes made applicable by Government in place or instead of TDS upon the day and in the manner aforesaid and in the event of failure to pay the rent for the six consecutive months, the Lessee shall pay interest on such rent in arrears at the rate of 15% per annum from the date on which the same ought to have been paid to the date of actual payment such interest being recoverable as if the same formed part of the rent and will carry compound interest at the same rate and that this provision of interest shall be without prejudice to the other rights and remedies available of the Lessors.
- (b) That the Lessee will at its own expense to upgrade maintain, electrical fittings, wiring etc., and keep in repair the drains, sewers and gullies or any other repairs including construction of any wall, any, doors, windows etc., i.e. general maintenance and repairs to

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upkeep and upgrade the Demise Premises and or in accordance with the Municipal Act and the bye-laws thereunder for the time being in force without requiring any notice in that behalf from the Lessors/Landlords.

(c) That the Lessee will throughout the said term hereby granted at its own expenses and whether requested so to do by the Lessors or not well and sufficiently repair, support, save, cleanse and keep in good condition (including all usual and necessary internal and external painting, color and white washing) the building and structures standing on the demised land. Likewise, the Lessee shall not to make any structural alterations of whatever in nature nor erect nor permit to build any permanent/ temporary structure without the prior written approval of the Lessors/Landlords.

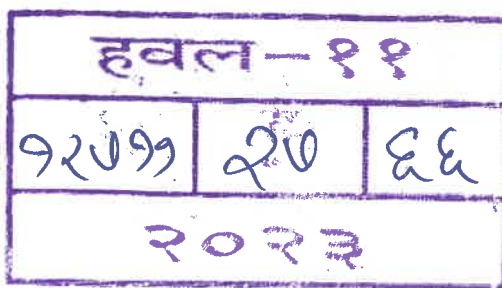
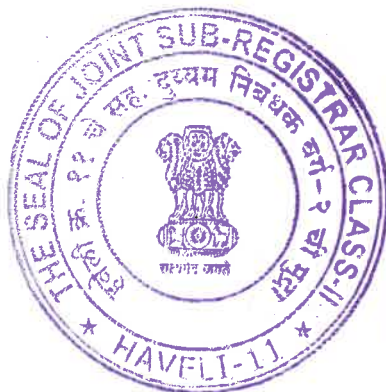
(d) That the Lessee can make a fire exit staircase, sprinkler system, reserve tank for fire system, solar panel electricity system only at its own cost and the cost and expenses shall not be reimburse by the the Lessors neither at the time of installing them nor at the determination or termination of lease.

(e) That the Lessee will permit the Lessors or their Engineer or agents or others employed by them at any time when occasion shall require during the term hereby granted

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Asim Fazal Daruwala

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in the day time after twenty four hours previous notice to enter in to and upon the demised premises to view the condition thereof and of all defects, decays and want of repairs there found and to give or leave notice in writing on or at the demised premises for the Lessee to repair. The Lessee shall within two months next after such notice repair and make good all defects, decays and want of repairs as aforesaid.

- (f) That the Lessee will not do or cause or suffer to be done upon the demised premises any act which shall be or grow to be a nuisance or annoyance, or be injurious or offensive to the Lessors or of any neighboring premises.
- (g) That the Lessee will throughout the said term keep all and every of the building insured in the names of the Lessors/Landlords and of itself the Lessee against loss or damage by fire in the full insurable value thereof in an insurance office of repute in Pune and when thereunto required will produce the Insurance Policy and the current year's receipt for the premium of such insurance to the Lessors and in case of default the Lessors shall without prejudice to their power of re-entry be entitled to pay premium in respect of such Insurance and the premium so paid shall be repayable by the Lessee on demand with interest at 12% per annum from date of payment to the date of recovery.

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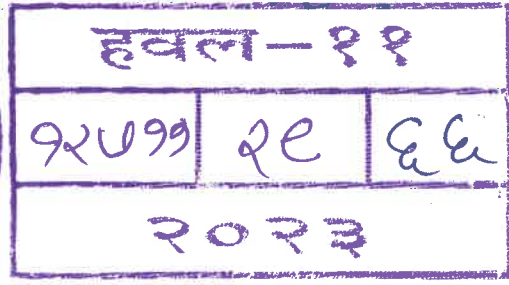
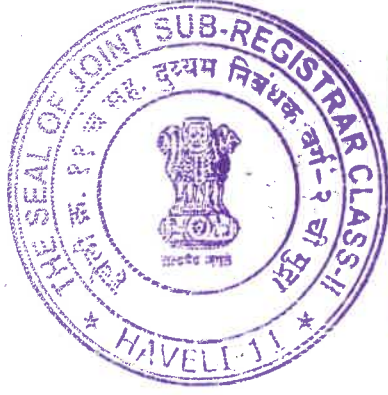
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- (h) That the Lessee will as often as the building or any part thereof shall be destroyed or damaged by fire, hurricane or lightning layout the moneys which shall be received by virtue of any such insurance (in recovering of which the Lessors shall join the Lessee) in the rebuilding re-installing or repairing the premises destroyed and damaged and if such moneys shall not be sufficient for rebuilding and reinstating the same the Lessee will out of his own moneys and at his own costs rebuild or reinstate the said building or buildings to the satisfaction of the Lessors.
- (i) That whenever during the said term the said building or any part thereof respectively shall be destroyed or damaged whether by fire, hurricane, lightning or otherwise the Lessee will reinstate the same so that after such reinstatement the value of the building shall not be less than standard, good market rate/price.
- (j) That the Lessee will continue to pay the rent as per Clause 14 mentioned below hereby reserved as if no such destruction or damage by fire, hurricane, and lightning or otherwise had happened.
- (k) That the Lessee will indemnify and keep indemnified the Lessors against all suits, claims and demands in respect of the demised premises.

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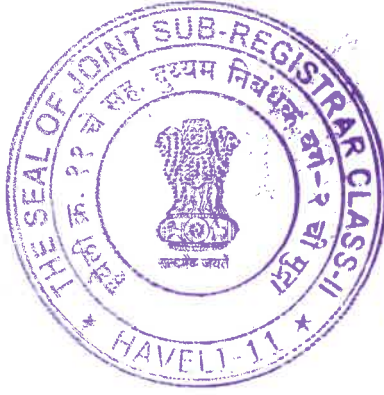


- (l) That the Lessee will at the expiration or sooner determination of the said term quietly surrender and deliver up to the Lessors the said demised premises together with all building and any other additional erections which shall have been built thereon during the said term and all drains and appurtenances thereto in such good and substantial repair and condition and so maintained, saved and cleansed as aforesaid and in all respects in such state and condition as shall be consistent with the due performance of the several covenants hereinbefore contained.
- (m) The Lessee shall not assign transfer or part with the possession of the demised premises or any part thereof to any person during the period of lease.
- (n) The Lessee shall set up and install machines, equipments, furniture and fixtures & other fittings at its own costs as it may require for managing and running the School and shall remove such machines, equipments, furnitures and fixtures, etc., on the expiry of the period of this Lease or sooner determination thereof without any hindrance from the Lessor in that behalf.
- (o) The Lessee shall be free to observe its own working hours and holidays during the tenure of Lease as per

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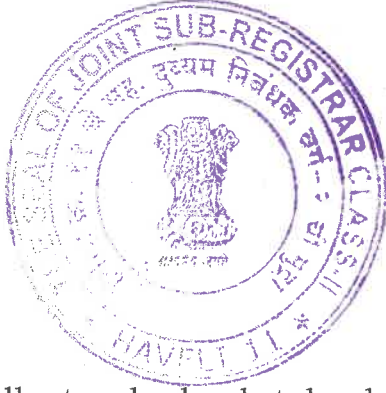
the rules and regulations of the concerned appropriate authorities.

- (p) The Lessee shall be responsible for the management of School and the security of the Demised Premises.
- (q) The Lessee shall keep insured its equipments, fitting and fixtures insured against fire and all risks as it deem fit.
- (r) The Lessee shall be liable for the Sales Tax, Income Tax and other levy or taxes as may be applicable on the Said Business running from the Said Premises.
- (s) The Lessee shall have the right to fix admission fees, school fee and all other charges, and shall also be entitled to do promotion as may be deemed fit by the Lessee and the Lessors shall not interfere in any manner whatsoever in operating and running of the Said School.
- (t) The Lessee shall be entitled to put up its name boards, signage, back-lit signage. Lessee is also entitled to put the name boards of its School as well as its own posters, playcards and other display on/and within the Said Demise Premises including the outer walls and pillars of the Said Premises within the purview of the permission of the concerned authorities. Further Lessor shall ensure to the Lessee that during the term of this Lease Deed Lessor shall not and/or allow any other person to

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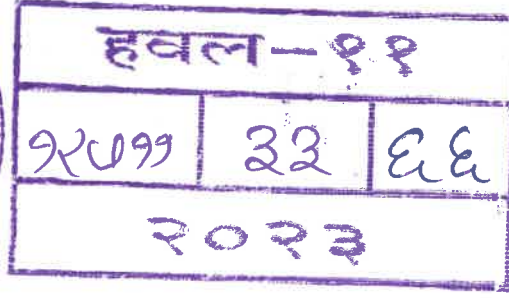
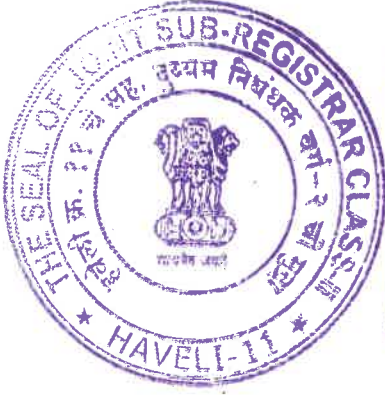
shall stand absolutely determined but without prejudice to any right or remedy of the Lessors already accrued and then subsisting PROVIDED HOWEVER before making such re-entry in respect of any breach of covenant other than the covenant for payment of rent notice in writing shall have been given to the Lessee intimating the breach of covenant. If the Lessee fails to make good such breach within three months of the date of service of such notice the Lessors shall be entitled to re-enter upon the demised premises or any part thereof in the name of the whole and thereafter the Lease shall stand determined provided always not such re-entry shall be without prejudice to any right of action or remedy of the Lessors in respect of any antecedent breach of any of the covenants on the part of the Lessee. The term for payment of interest on the arrears of rent shall not prejudice or affect the right of re-entry herein contained.

- (5) **TERMINATION:** On termination of lease by the Lessors in case of default of rent for consecutive six months or breach of any of the terms and condition. The Lessors shall give Three months written notice to the Lessee in respect of terminating of lease or in case of expiry of the lease by efflux of time, the Lessors shall give one month written notice before the expiry of lease to vacate the demise premises. In the event of non-vacating the said demise premises by the lessee, the Lessee shall pay Rs.1,00,000/- (Rupees One Lakh Only) per week towards compensation to Lessors till the Lessee vacate the said demise Premises. If the notice of vacating the said

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demise premises is issued in the first initial year of lease, as the year passes the compensation shall increase.

(6) **CONSTRUCTION OF ADDITIONAL FLOOR OR**

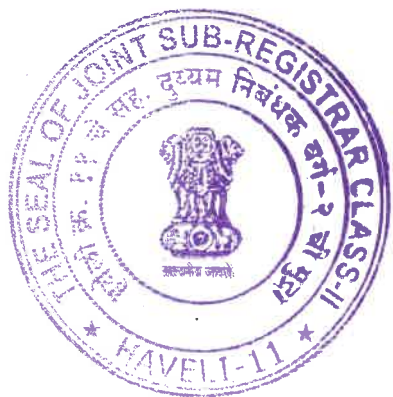
STRUCTURES: The Lessors shall consume, use, the balance Floor Area Ratio/ Space Index ("**FAR/FSI**") available on the said land is in accordance with the concern development control regulations Unified Development Control and Promotion and Regulation for Maharashtra State 2022 or under any other Laws enforced by constructing additional floors or structures and shall obtain all sanctions permissions from the concerned appropriate authorities, originating from the physical area of the said land as for concern DC Regulation and/or the Lessors by loading of Transferable Development Rights (TDR) on the said land shall construct addition floor/s, at their own cost and expenses and purchase TDR from outside and shall get the plan sanction on the basis of such TDR and shall carry out and complete the additional floor/s or structures on the said land as per their choice and shall give first preference to the Lessee if the Lessors intend to lease such additional floor/s or structure on the terms and condition as may be mutually agreed and decided by the Lessors and Lessee in respect of the rent and other conditions and supplementary deed or any other documents including fresh lease deed shall be executed between the parties.

(7) **AUTHORISATION:** The Lessee shall not assign sub-lease, transfer or induct anyone under any shell or pretext

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without prior written permission from Lessors. The Lessee hereby admits and acknowledges that it is the express intention of the parties under this deed the relationship of Lessors and Lessee is of "Landlord" and "Tenant" and there is no intention to pass or transfer title and /or ownership of the Demised Premises to the Lessee hereby or otherwise between them under any circumstances whatsoever. It is not intended by this Agreement to create any other rights, title or interest in to or upon the Demised Premises in favour of the Lessee and the Lessee hereby agrees that under no circumstances the Lessee shall claim any ownership rights or any other rights of any nature into or upon the Demised Premises.

- (8) **MORTGAGE OR ENCUMBRANCE** The Lessee shall have no right of whatever nature to mortgage and or create encumbrance on the Demised Premises or any part thereof.

9. DISPUTE RESOLUTION

- (a) The parties agree to make good all breaches of the terms and conditions of this Lease Deed on either of them (affected party) giving notice, in writing, of such breach to other party and the other party shall remedy such breach(es) within four weeks of the receipt of such notice and the parties shall make their best endeavour to solve all possible disputes, controversies, and such breaches and / or claims arising out therefrom or in connection with this Deed amicably by way of negotiations with a view of a fair

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treatment by both parties towards one another. However, Lessee reserve its rights given under clause 10 below.

- (b) In case of any dispute or difference arising out of or in relation to this Lease Deed, then the same shall be resolved and settled with the provision of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactments thereof. The place of Arbitration shall be at Pune.
- (c) The parties to this Deed agree that the Court(s) at Pune shall have exclusive jurisdiction regarding any matter arising out of or related to this Deed, subject always to the Arbitration Clause.

11. CONSEQUENCES FOR NON-PAYMENT OF LEASE RENT

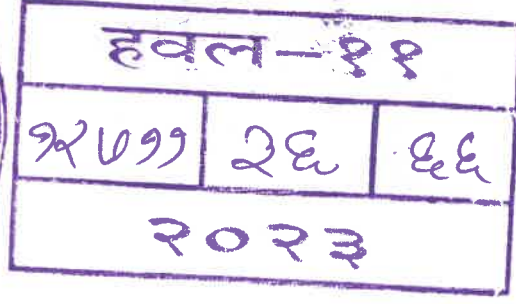
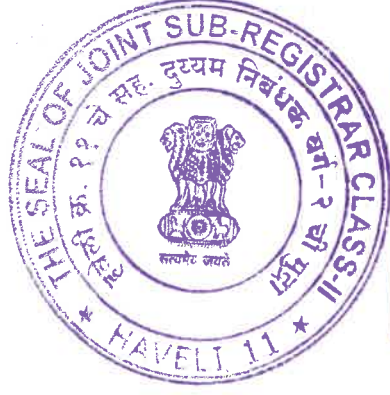
It is expressly agreed and declared by and between the parties hereby that in the case of non-payment of Lease Rent, ~~except for any reasonable cause~~, consecutively for three months, the Lessor shall give written notice to the Lessee requiring the Lessee to pay the outstanding within the notice period being the curing period of three months. Even if during the curing period the Lessee does not pay the Lease Rent, Lessor would have the right to terminate the Deed by giving three months notice. The termination notice stands automatically cancelled in case the Lease rent is paid during the termination notice period.

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12. If the Lessor at any time during the Tenure of this Lease Deed and or any extension/renewal thereof, sell, transfer, gift, Hiba, exchange, assign or otherwise dispose off the said Demise Premises or any part thereof, or create a mortgage, charge, lien or other encumbrance or third party right in respect of the said Demise Premises, the Lessee shall accept the subsequent Owner/s as a Landlord unconditionally provided the new Lessors/Landlords shall accept the Lessee/Tenant by attornment on the same terms and condition set out in this Lease Deed and acknowledge the security deposit paid under this Lease Deed. Further no mortgage, charge, lien or other encumbrance or third party right shall affect the right of the Lessee/Tenant and shall always be subject to the rights of the Lessee/Tenant.

13. Notwithstanding anything to the contrary in this Lease Deed, it is understood and agreed to by the Lessor and the Lessee that the Lease Deed is entered into upon the express understanding that the said Demised Premises are to be used solely for the purpose of running and Managing Education Institutional such as School, College.

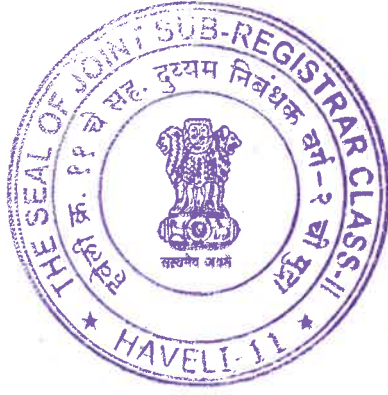
14. FORCE MAJEURE

If all or any part of the said Demised Premises shall be destroyed or damaged due to fire, storm, flood, tempest,

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act of God, act of terrorism, war, or any other irresistible force or the said Premises are rendered inaccessible or unfit for the School of the Lessee for any of the foregoing reasons or due to epidemic, pandemic, change of law, lock down, curfews, order(s) issued by the Government (Central or State)/by local Administration/Authority/Law enforcement Agencies or any other or contingency beyond the control of the Parties, then the obligation to make payment of rent or a fair proportion thereof shall be mutually decided by the Lessors/Landlords and Lessee/Tenant till such time the said Premises have been repaired and rendered fit for the purposes contemplated under this Lease Deed for the School for maximum period six months or whichever is earlier. After six months, if the situation continue to prevail, the Lessors/Landlords shall be entitled to terminate the Lease Deed and shall take the possession of the said Demise Premises.

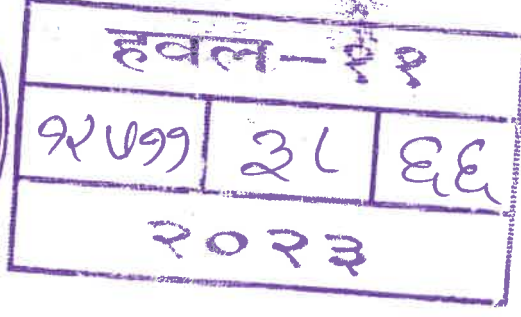
15. MISCELLANEOUS

- (a) **Notices/Communication:-** All the Letters, notices or any other communication intended to be served after the commencement of this lease shall be deemed to effectually served/received if sent by Registered Post addressed or delivered by hand to the Lessor and the Lessee at the respective addresses given herein below-

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Lessor	Lessee
Correspondence Address: Residing at: Plot No.8, Al- Ameen Society, Near Dilliwala Dairy, Gultekdi, Pune - 411 037.	address at : Plot No.61, Indraprastha Society, behind Gems Bajaj Showroom, Near Akashwani, Hadpsar, Pune - 411 028.

(b) **Entire Agreement:-** This Deed sets forth the entire agreement and understanding between the Parties as to the subject matter hereof and shall supersede and override all previous Deeds, understandings, communications, negotiations, commitments, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **Counterparts-** This Deed may be executed in one or more original counterparts, all of which together shall constitute one deed.

(d) **Severability-** If any provision of this Agreement is held for any reason to be invalid or unenforceable the remaining provisions of this Agreement shall be unimpaired and, unless a modification or replacement of the invalid or unenforceable provision is further held to deprive a Party of a material benefit, in which case the Agreement shall immediately terminate, the invalid or unenforceable

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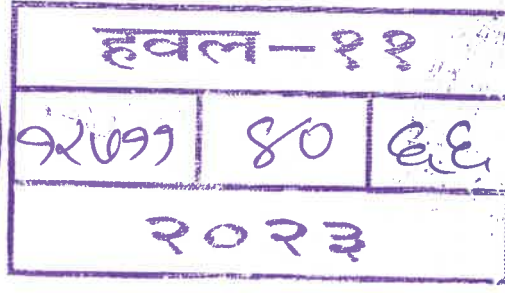
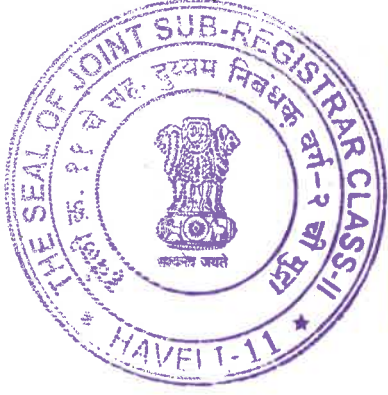
intention underlying the invalid or unenforceable provision.

- (e) Writing: No waivers, alterations or modifications of this Deed shall be valid unless the same has been duly executed in writing by both the Parties.
- (f) Construction: The captions appearing in this Deed are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such paragraphs of this Lease Deed or in any way effect this Deed. Unless the context requires otherwise, words importing the singular include the plural and vice versa, and pronouns importing a gender include each of the masculine, feminine and neuter genders.
- (g) Law: Any reference to any provision of law or regulation herein is a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted.
- (a) The parties to the Deed, before executing this Lease Deed, have clearly understood their rights/duties/liabilities/responsibilities or obligations under all clauses of this Deed and have agreed to abide by the term(s) and condition(s) of this Deed.









- (b) Day and Time: any reference to the month shall mean a reference to a English calendar month and similarly any reference to day shall mean a reference to a calendar day.
- (c) Statement of ethics: As a partner to growth of Lessee, Lessee value its relations with Lessor and expect utmost integrity and transparency in all the dealings. For any kind of grievances or integrity issue noted while dealing with Lessee or any of its representatives, employee, associate etc., Lessor is advised to raise its concern at email at KCDESOCIETY@GMAIL.COM

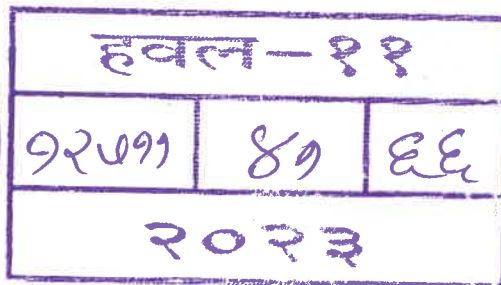
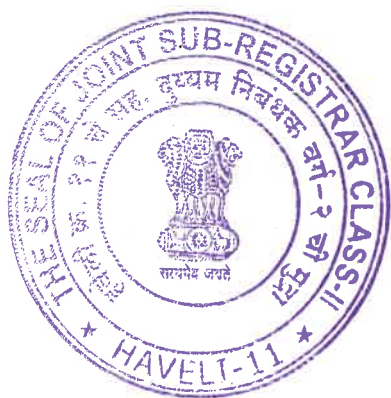
16. CONFIDENTIALITY

- (a) Either party acknowledges the absolute and complete right, title and interest of the each Parties in all the data and information that may be provided to the other Party in the course of this Deed or under the terms and conditions hereof. Both the parties hereby irrevocably and unconditionally undertake and covenant to protect the right, title and interest of the Parties of this Deed in all such data and information that may be made available to the other Party under the terms or in the course of this Deed and for this purpose, to do all such acts, matters and things as may be required.
- (b) The terms, conditions, parameters and all aspects of this Deed are confidential and parties shall not disclose the same or in any way make any third party aware about the

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same as be required to be disclosed under law to any statutory authority.

- (c) The confidentiality obligations of the parties shall also survive after the termination or expiry of this agreement.

17. REGISTRATION

Original Copy of Lease Deed shall be duly stamped and registered under the Indian Registration Act 1908 and shall be retained by the Lessee. All the cost incurred for registration including but not limited to the legal charges, stamping & registration cost of this Lease Deed shall be borne by the Lessee.

(9) AGREEMENT: This Deed and schedule thereof alongwith annexure hereto constitute entire Deed between the parties. Besides this Deed there are no other terms and covenants or agreement entered into by and between the parties, and as such, any change, amendment to the existing terms shall be caused by supplementary registered Lease Deed or addendum to this Deed.

(10) INDEMNITY: The Lessee hereby indemnify and hold harmless the Lessors against any claim, costs, expenses, damages arising out of negligence or misuse of the Demised premises. The Lessee further indemnify the Lessors against any loss damages claims compensation, arising out of profession misconduct or any dispute, that may be claimed

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demande by pupils, or their parents/guardian of arising out of professional misconduct or negligence, if the Lessee is unable to pay fine amount or damage which requires maintenance or general maintenance or rent amount, then it will be deducted from the deposit, if the amount exceeds the deposit amount then, the assets of the trust will be sold to recover the amount.

IN WITNESS WHEREOF the Parties have hereunto set and subscribed her respective hands the day, the month and the year first hereinabove written.

SIGNED, SEALED & DELIVERED BY }
THE WITHIN NAMED LESSORS }
1) YASMIN FAZAL DARUWALA }



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2) ASIM FAZAL DARUWALA



Asim



In Presence of : *Shifa*

Name: *Adnijan Sidhram Gaikwad*

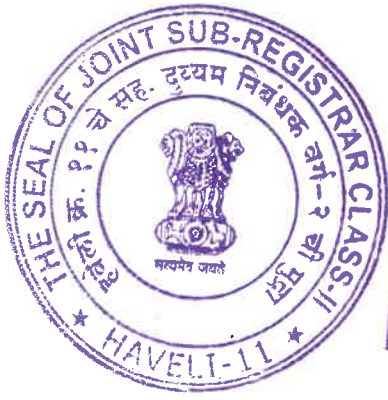
Address: *Ashtapore, Mala,*

Loni, Kalbhori, Pune-411028

Daruwala

Asim

Shifa



हवल-११		
१२७७	४३	६६
२०२३		

SIGNED, SEALED & DELIVERED BY }
 THE WITHINNAMED LESSEE }
The K CHANDUBHAI DARUWALA }
EDUCATION SOCIETY, through its }
 authorized Signatories : }
Mrs. SHIFA ASIM DARUWALA }
 (Treasurer) }




In Presence of :..... M.M. Amanu
 Name:..... Mehboob Hussain Allana
 Address..... 232 Chorpadi peth
 Pune- 411042.....

Play Ground

7/12 Utara

गाव नमुना सात
अधिकार अभिलेख पत्रक

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

गाव :- मांजरी बु.

तालुका :- हवेली

जिल्हा :- पुणे

भुमापन क्रमांक व उपविभाग : 94/2अ/1/13

भुमापन क्रमांक व उपविभाग भू-धारणा पध्दती 94/2अ/1/13 भोगवटादार वर्ग -1		भोगवटादाराचे नांव			
शेताचे स्थानिक नांव :-	क्षेत्र	आकार	पो.ख.	फे.फा	खाते क्रमांक
क्षेत्र एकक हे.आर.चौ.मी	[मनिष बाबासो तुपे	0.10.00]	([13108], [14376], 15436
जिरायत 0.10.00				31995	कुळाचे नाव
बागायत -)	इतर अधिकार
तरी -	[विद्या बाबासाहेब तुपे]	(
वरकस -	अ.पा.क			31995	
इतर -)	
एकुण क्षेत्र 0.10.00	-----सामाईक क्षेत्र-----				
पोट-खराब (लागवडीस अयोग्य)	भूमिआभिलेख निर्णयात्				
वर्ग (अ) -	[चित्रा नितीन नवलाखा]	(
वर्ग (ब) -				32794	
एकुण पो ख 0.00.00)	
आकारणी 0.50	[दिलीप संतोष ललवाणी]	(
जुडी किंवा विशेष -				32794	
आकारणी	[नितीन विजय नवलाखा]	(
				32794	
	[मनोज विजय नवलाखा]	(
				32794	
	[माधुरी राहुल ललवाणी]	(
				32794	
	[राजु खिवराज ललवाणी]	(
				32794	
	[राहुल खिवराज ललवाणी]	(
				32794	
	[श्री गणेश गुप रजि भागीदारी]	(
	फर्म तर्फे भागीदार			32794	
	[सारिका राजू ललवाणी]	(
				32794	
	[सुभाषचंद सुरजमल]	(
	सिसोदिया			32794	
	[सुषमा मनोज नवलाखा]	(
				32794	
	-----सामाईक क्षेत्र-----				
	दि के चंदुभाई दारुवाला	0.10.00	0.50	(
	एज्युकेशन सोसायटी			32794	
)	

जुने फेरफार क्र. (12376),(31249)

सीमा आणि भुमापन चिन्हे :

सुचना : या संकेतस्थळावर दर्शविलेली माहिती ही कोणत्याही शासकीय अथवा कायदेशीर बाबींसाठी वापरता येणार नाही.

गाव नमुना बारा
पिकांची नोंदवही

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

गाव :- मांजरी बु.

तालुका :- हवेली

जिल्हा :- पुणे

भुमापन क्रमांक व उपविभाग : 94/2अ/1/13

		पिकाखालील क्षेत्राचा तपशील									लागवडीसाठी उपलब्ध नसलेली जमीन		जल सिंचनाचे साधन	शेरा
		मिश्र पिकाखालील क्षेत्र						निर्भळ पिकाखालील क्षेत्र						
		घटक पिके व प्रत्येकाखालील क्षेत्र												
वर्ष	हंगाम	मिश्रणाचा संकेत क्रमांक	जल सिंचित	अजल सिंचित	पिकांचे नाव	जल सिंचित	अजल सिंचित	पिकांचे नाव	जल सिंचित	अजल सिंचित	स्वरूप	क्षेत्र		
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)	(९)	(१०)	(११)	(१२)	(१३)	(१४)	(१५)
			हे.आर. चौ.मी	हे.आर. चौ.मी		हे.आर. चौ.मी	हे.आर. चौ.मी		हे.आर. चौ.मी	हे.आर. चौ.मी		हे.आर. चौ.मी		
2017-18	खरीप				भाजीपाला	0.1000								
2018-19	खरीप				भाजीपाला	0.1000								
2019-20	खरीप				भाजीपाला	0.1000								

सुचना : या संकेतस्थळावर दर्शविलेली माहिती ही कोणत्याही शासकीय अथवा कायदेशीर बाबींसाठी वापरता येणार नाही.

For View Only