

LEASE DEED



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| हवेली ६ |
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Lease Deed

made and executed at Pune on this 2nd day on December 2011

Between

1) Mrs. Parvin Rashid Pansare

Age: 40 years, Occupation: Business, residing at A-13/12, Kubera Park, Kondhwa Road, Pune - 411 040, PAN: AAVPP4546M;

2) Master Saad Rashid Pansare

Age: 17 years, Occupation: Student, residing at A-13/12, Kubera Park, Kondhwa Road, Pune - 411 040, PAN: Applied for; through his guardian Mr. Rashid R Pansare

For MIRA EDUCATION TRUST

TRUSTEE

TRUSTEE

CRSB



सह प्रमाण निबंधक हवेली क्र. ३
 सह प्रमाण निबंधक हवेली क्र. ३
 सह प्रमाण निबंधक हवेली क्र. ३

FOR W.M.D.C. LTD.

Signature

AUTHORISED SIGNATORY

3) Ms. Sumaiya Rashid Pansare

Age: 23 years, Occupation: Student, residing at A-13/12, Kubera Park, Kondhwa Road, Pune - 411 040, PAN: ATPPP7416D; Through her Power of Attorney holder Mrs. Parvin Rashid Pansare authorised under Power of Attorney 25-05-2011 and registered at Sr. No. 4235 of 2011 in Book No. IV at the office of Sub-Registrar, Haveli No. XII, Pune

4) Mr. Rashid Rehman Pansare

Age: 50 years, Occupation: Service, residing at A-13/12, Kubera Park, Kondhwa Road, Pune - 411 040, PAN: ABHPP2285Q;

5) Smt. Fatemabi Rehman Pansare

Age: 76 years, Occupation: Business, residing at A-13/12, Kubera Park, Kondhwa Road, Pune - 411 040. PAN: AAXPP9094Q;

Hereinafter called or referred to as the "Lessors" (which expression shall, unless repugnant to the context or meaning thereof, mean and include their respective heirs, executors, administrators and successors)

.....Party of the One Part

And

Mira Education Trust,

a Public Trust registered under the provisions of The Bombay Public Trusts Act, 1950, having its registration no. E/4684/Vadodara and having its address at After Kalali Crossing, Atladara main Road, Vadodara, PAN: AAATM4953A, represented by Mr. Paresh Lalitkumar Babaria -Authorized Trustee, Age: 50 years, Occupation: Business, having his office 2B, 64, Rustomjee Complex, Rustomji Regency, Jaswant Sawan Road, Dahisar (West), Mumbai - 400068.

FOR MIRA EDUCATION TRUST

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Hereinafter called or referred to as the "Lessee" (which expression shall, unless repugnant to the context or meaning thereof, mean and include its trustees from time to time, sole surviving trustee, successors of last surviving trustee and assigns)



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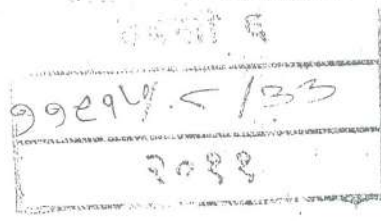
.....Party of the Other Part



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- b) The title of the Lessors to the Premises is clean, clear, marketable and free from encumbrances of whatsoever nature.
- c) No notices, including any notice for acquisition, requisition, adverse notice or set back by the Government or by the Municipal Corporation or any other local, or public body or authority in respect of the Lands and/or the Premises or any part thereof have been issued to, served upon or received by the Lessors or its agent or any other person on the owner's behalf.
- d) That there are no litigations either threatened, decided or pending in relation to the Lands and/or the Premises.
- e) That there is no lien, lis-pendence, attachment, acquisition, requisition or trust of any nature whatsoever as regards the Lands and/or Premises or any part thereof.
- f) The Lands and/or the Premises are not encumbered in any manner whatsoever and the Lessors has not obtained any loan on the security of the Lands and/or the Premises from any person or any banking or non-banking financial institution or anybody in any manner whatsoever.
- g) The Lessors has not entered into any Agreement for Sale, lease, mortgage, exchange, leave and license or any other document of whatsoever nature regarding the Premises or any part thereof with any third party either orally or in writing.
- h) The Premises are not affected by any insolvency, attachment before or after Judgment or any prohibitory order from any taxation department, government or other statutory authority and there are no proceedings pending against the Lessors in any forum, which may

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hereunder written) for a term of 29 (Twenty Nine) years commencing from 01-01-2012 and ending on 31-12-2040.

2. The Lessee shall pay to the Lessors lease rent as is more particularly detailed in chart annexed hereinbelow:

A) For the initial period of twelve months the Lessee shall pay to Nos. 2,3 and 5 of the Lessors amounts of Rs. 75,000/- each and pay to No. 1 of the Lessors an amount of Rs. 41,664/- per month aggregating an amount of Rs. 2,66,664/- per month towards lease rentals.

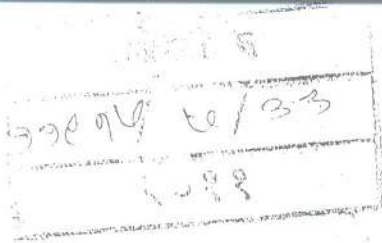
B) For the second year of lease, the Lessee shall pay to Nos. 2,3 and 5 of the Lessors amounts of Rs. 77,250/- each and pay to No. 1 of the Lessors an amount of Rs. 1,80,000/- per month aggregating an amount of Rs. 4,11,750/- per month towards lease rentals.

C) For the balance period of twenty seven years out of the total lease period of twenty nine years, commencing from third year of lease, the Lessee shall pay to the Lessors rentals escalated by 3% after every twelve months on the then prevailing monthly rent.

The Lessee shall pay the said Rent in advance, on or before the 10th (Tenth) day of each and every month commencing from the 01-01-2012 till the Lease hereby granted is in force (the monthly rent with increases as detailed here in is hereinafter referred to as the "Rent"). The payment of the rent shall be subject to deduction of tax at source at the rate as may be applicable from time to time as per the provisions of the Income tax Act, 1961 and all the taxes excluding the service tax, if applicable, payable on the rentals shall be borne and payable by the Lessors alone. The service tax, if any, payable on the rentals shall be borne and paid by the Lessee. The amounts paid to Nos. 4 and 5 of the Lessors are paid at the request and direction of No. 4 and 5 of the

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affect the title or marketability of title of the Premises or part thereof.

- 2) The Lessee intends to purchase and/or acquire on leasehold basis, in or around Pune, properties and/or sites suitable for schools and allied activities of the Lessee.
- 3) Relying on the representations of the Lessors as set out herein, the Lessee negotiated with the Lessors and as per agreement arrived at between the parties, the Lessors agreed to grant lease of the Premises to and in favour of the Lessee.

NOW THEREFORE THIS LEASE DEED WITNESSETH AS FOLLOWS:

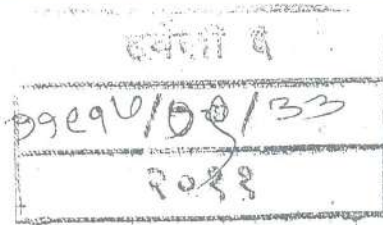
1. In consideration of the rent and Lessees covenants' hereinafter reserved and contained, the Lessors do and each one of them doth hereby demise unto the Lessee all those pieces and parcels of lands of Village Kondhwa Khurd, Taluka Haveli, District Pune, situate within the jurisdiction of Sub Registrar Haveli bearing a) an area of land admeasuring 00 Hectare 03 Ares out of Survey No. 38 Hissa No. 3/1 admeasuring 00 Hectare 32 Ares, b) Survey No. 38 Hissa No. Hissa No. 3/1/19B admeasuring 00 Hectare 01.50 Ares, c) Survey No. 38 Hissa No. Hissa No.3/1/19/2 admeasuring 00 Hectare 01.50 Ares and d) an area of land admeasuring 00 Hectare 01 Are out of Survey No. 38 Hissa No. Hissa No.3/3, admeasuring 00 Hectare 03 Ares, aggregating to 00 Hectare 07 Ares, alongwith right, title and interest in the Lands alongwith all easementary rights appurtenant thereto and the entire building constructed thereon and comprising of ground floor and five floors having a total built-up area of 2,475 sq. mtrs. (excluding basement) constructed above the same and owned individually by the Lessors as stated in the recitals hereof (hereinafter called or referred to as the "Premises" and are more particularly described in the Schedule

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Lessors in name of No. 5 of the Lessors and Nos. 4 and 5 of the Lessors discharge and agree to discharge from time to time the Lessee from the liability of payments of such lease rentals accordingly as and when the lease rentals are paid by the Lessee to them.

3. Simultaneously with the execution hereof the Lessee has paid to the Lessors and the Lessors have received from the Lessee an amount of Rs. 60,00,000/- (Rupees Sixty Lakhs only) as Security Deposit paid under this Lease in a manner mentioned in Annexure - A annexed hereto (the "Security Deposit") (receipt whereof the Lessors do and each one of them doth hereby own, admit and acknowledge). The Security Deposit is kept deposited by the Lessee with the Lessors for the due performance and observance by the Lessee of all and each of the terms and conditions and provisions of this Lease Deed. The Lessors shall be jointly and severally liable for repayment of the Security Deposit.

The Security Deposit shall be interest free. Prior to refund of Security Deposit i.e. (i) on the expiry of the Term or (ii) the termination of Lease under the Lease Deed, which ever is earlier, the Parties hereto shall take the accounts to ascertain the amounts due to each other i.e. whether there are any payments due by the Lessee to the Lessors or vice-versa and the balance amount of the Security Deposit, after such adjustment, shall be refunded jointly and severally by the Lessors to the Lessee by pay order/ demand draft simultaneously with the Lessee handing over the possession of the Premises to the Lessors.

The Parties shall endeavour to undertake the process of taking accounts prior to the expiry of the Term or the notice period to enable the Parties hereto to undertake their respective responsibility as to payment of the balance of the Security Deposit simultaneously against receipt of possession of the Premises without any delay. In the event the Lessors fail to refund the Security Deposit, then in that event the

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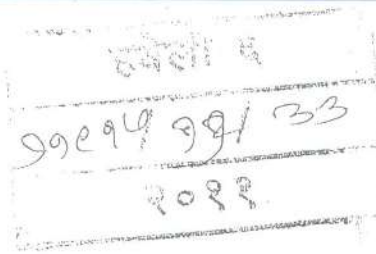


Lessee shall be entitled to use and occupy the Premises, absolutely rent free, till such time the Lessors refund the Security Deposit. However, in case the Lessors offer to refund the Security Deposit to the Lessee by a demand draft in favour of the Lessee and the Lessee must handover possession of the Premises to the Lessors immediately.

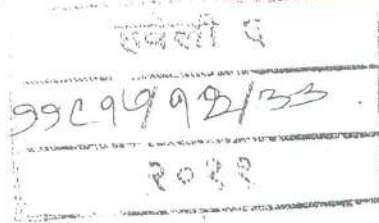
4. The Lessors do and each one of them doth hereby covenant with the Lessee that they have duly paid all rents, rates, taxes, duties and other impositions payable in respect of the Premises. In the event any amounts are claimed from the Lessee by any authority towards rents, rates, taxes, duties and other impositions payable in respect of the Lands and/or the Premises, the Lessee may, at its option, pay the amounts claimed and deduct the amounts paid from the lease rentals payable hereunder by the Lessee to the Lessors.
5. The Lessee doth hereby expressly covenants with the Lessors as under:--
 - (a) That the Lessee will during the said term regularly pay to the Lessors the aforesaid rent.
 - (b) That the Lessee will also pay and discharge all property taxes payable to Pune Municipal Corporation on the land and building from 01-04-2012 during the said term assessed charged or imposed upon the Demised Premises or any part thereof and pay the charges towards consumption of electricity as per the bills to be provided by MSEDCL.
 - (c) 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.
 - (d) The Lessee shall use the Demised Premises for lawful purposes only.
 - (e) The Lessors shall not be liable for injury/ accidents, if any, which may occur in the Demised Premises during the tenure of the Lease.

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TRUSTEE



6. The Lessors have at the time of the execution of this Deed delivered to the Lessee the vacant and peaceful possession of the Premises and the Lessee hereby confirms having received the same in good condition. On expiry of the lease, the Lessee shall handover vacant and peaceful possession of the Premises to the Lessors in good condition subject to normal wear and tear.
7. The Lessors do and each one of them doth hereby declare that they have full right and absolute authority and power to grant this Lease unto Lessee in the manner herein provided.
8. The Lessors do and each one of them doth hereby covenant that the Lessee shall hold and enjoy the Premises during the term under this Indenture of Lease, if any, thereof, without any interruption, eviction or disturbance by Lessors or any person or persons claiming from, under or in trust for the Lessors.
9. During the period of Lease stipulated under these presents, in case the Lessors desire to sell the Premises, the Lessors shall, at such time, obtain two best offers from the market and submit the same along with the names of the intending/ prospective purchasers to the Lessee. The Lessors shall ensure that the offers so received are from people of good standing/repute and not from persons not engaged in any activity which is prejudicial to the interest of the Lessee or engaged in the business which is competitive to that of the Lessee. On receipt of such offers, the Lessee may exercise the option to purchase the Premises at the highest of the two offers submitted by the Lessors. The Lessee shall exercise the option within 30 (Thirty) days of the receipt of such offers from the Lessors. Any decision taken by the Lessee shall be intimated by it to the Lessors. The Lessee shall also have an option to nominate an investor/purchaser of its choice who could purchase the Premises at the highest offer received by the Lessors for sale of the Premises. If the



Lessee does not exercise such option given by the Lessors within the aforesaid period, the Lessors shall be entitled to sell and transfer their interest to the person/ entity/institution. However, such sale of the Premises shall be subject to the rights created by the Lessors in favour of the Lessee hereunder and also subject to the condition that the prospective purchasers fulfill all the obligations of the Lessors towards the Lessee in terms of these presents.

Prior to such sale, the Lessors shall obtain in writing from the prospective Purchaser/Investor a document/ paper/ instrument stating that the Purchaser is/are accepting the said assignment subject to the rights of the Lessee herein and that the Purchaser shall ensure that the interests of the Lessee are not jeopardized in any manner.

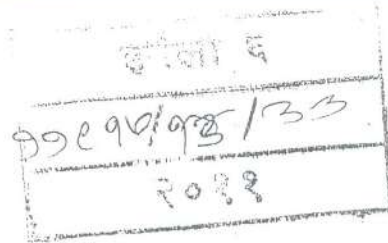
The Lessors agree that otherwise than as provided in this clause, the Lessors shall not be entitled to assign any of their rights, title and interests in the Premises to any third party whatsoever and or deal with the same in any manner prejudicial or detrimental to the interests of the Lessee before expiry of the Lease period hereunder.

10. The Lessee has a right to sublease the Premises and/or assign its interest in the Premises to associate/s or group trust or societies or its partners and not to third parties. The Lessee shall intimate to the Lessors about such a sublease and/or assignment within 7 days of such assignment.

11. The Lessors shall ensure that during the subsistence of this Lease the interest created in favour of the Lessee herein are not jeopardized in any manner.

12. The Lessors shall indemnify the Lessee against all costs, expenses, damages, compensation, levies, dues, duties, or fines etc. for non-

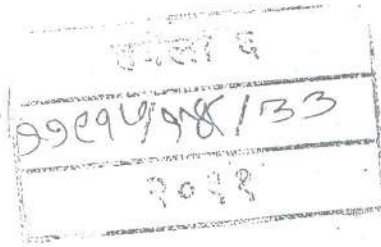
FOR MIRA INVESTMENT TRUST



observance or non-compliance of any provisions under these presents or any breach or non-performance of any of the obligations of the Lessors under this Lease, or any inaccuracy in any of the representations and warranties provided by the Lessors to the Lessee, any claim for damages owing to defect in title, or any other claim whatsoever that may be levied or raised on the Lessee in respect of the Premises as a result of the act or omission of Lessors to the extent of loss, damage suffered by the Lessee.

13. Neither party shall be held liable for delays and damages caused by its failure to perform or delay in performing its duties under this Lease, where such failure or delay is caused by unforeseeable and unavoidable natural calamities such as heavy rains, fire, war, earthquakes, typhoons, flooding, strikes and other recognized events of force majeure, the occurrence or consequences of which are unforeseeable and unavoidable and cannot be overcome by due diligence ("Events of Force Majeure"). The prevented party shall notify immediately the other party by cable, telex or telefax without delay, followed by a letter within seven (7) days thereafter, providing detailed information concerning the events and the reasons preventing or delaying the fulfilment in the whole or in part of its obligations hereunder. The Parties shall, mutually, decide whether to suspend or waive certain obligations hereunder, depending on the seriousness of the event.

After the cessation of the force majeure cause, as mentioned above, the prevented party shall notify the other party by, telex or telefax without delay, followed by a letter within seven (7) days thereafter. Any party hereto hindered by an Event of Force Majeure shall use its best efforts to minimize and overcome the consequences of the Events of Force Majeure and shall resume the performance of its duties under these presents as soon as possible after the cessation of the force majeure cause.



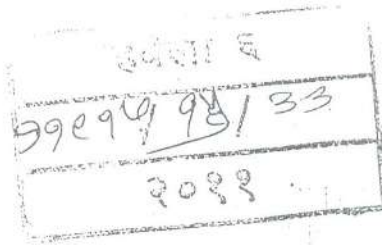
14. The Lessors hereby covenant that before commencement of lease period hereunder the Lessors shall procure a 60 KVA electrical connection to the Premises.

15. The parties hereto agree that:

- a) Notwithstanding anything contained herein, it is clearly agreed between the Parties that during the Lease Term, only the Lessee shall have the exclusive right to terminate this Lease without assigning any reason for the same.
- b) The Lessors shall not have a right to terminate the lease during the lease period except in case the Lessee commits three consecutive defaults in making payments of lease rent hereunder reserved in terms of the understanding recorded under these presents and does not rectify the same.
- c) In the event the Lessee desires to terminate the Lease, at the option of the Lessee, the Lessee may give a 90 days advance notice of termination to the Lessors or in lieu thereof pay to the Lessors rent for the period of three months commencing after the date of termination.

16. These presents are binding on the heirs, executors, administrators and successors of the Lessors and in the event of demise of the Lessors or either of them, the demise hereunder shall subsist and shall continue to be binding on the legal heirs of the deceased and they shall be bound by the terms hereof.

17. Upon expiry/termination of this Lease, the Lessee shall peaceably quit and deliver vacant possession of the Demised Premises to the Lessors or any one of them representing all the Lessors, by removing the fittings and fixtures contained within the Premises, in good condition except normal wear and tear.

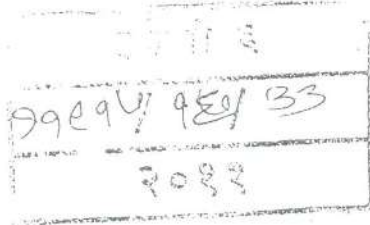


18. Any notices/communication required to be given to any of the Parties hereto shall be deemed to be sufficiently given or served, if sent to the other Party at the address mentioned in the title hereof by Registered Post Acknowledgement Due. A Notice to No.1 of the Lessors shall be deemed to be notice to all Lessors.

19. The parties hereto agree that in the event of any disputes or differences arising at any time hereafter between the parties hereto and/or their associates/nominees, in respect of any matter concerning this transaction, and/or any document/writing entered into between them in pursuance hereof, the same shall be referred to the arbitration of three arbitrators. In such an event:

- a) Each party shall appoint one arbitrator and the arbitrators so appointed by the parties shall then appoint a third arbitrator to act as an Umpire to preside over the arbitration proceedings. Such Arbitration shall be governed by the provisions of Arbitration & Conciliation Act, 1996.
- b) The venue of such arbitration shall be at Pune and the language to be used in the arbitral proceedings shall be English.
- c) The arbitrators' fees shall be borne equally by the Parties and all other costs and expenses of the arbitration shall be borne by such party as the arbitrators may award.
- d) The Arbitrators shall pass an Award with reasons.
- e) The Courts in Pune shall have exclusive jurisdiction arising out of this transaction between the Parties hereto and no other Courts shall have jurisdiction.
- f) The existence of any dispute or difference or the initiation or continuance of the arbitration proceedings shall not postpone or delay the performance by the Parties of their respective obligations under this transaction.

For
TRUSTEE



20. The stamp duty and all other expenses in respect of this Lease Deed and duplicate thereof and the registration charges payable on the same are borne and paid by Lessee.

Stamp duty:

The stamp duty payable on this Deed is calculated as follows:

The market value of the Premises is Rs. 3,01,97,500/- calculated at Rs. 9,550/- per sq. mtr. for an area of 700 sq. mtrs. of land amounting to Rs. 66,85,000/- and construction of 2,475 sq. mtrs. @ Rs. 9,500/- per sq. mtrs: amounting to Rs. 2,35,12,500/-, the period of lease is 29 years and the 50% value of the Premises is Rs. 1,50,98,750/-. As per Article 36 (iv) of The Bombay Stamp Act, 1958, an amount of Rs. 7,54,937=50 rounded off to Rs. 7,55,000/- calculated @ 5% of the 50% of the market value of the Premises, is paid on this Deed.

SCHEDULE

(Being the description of the Premises)

All those pieces and parcels of lands of Village Kondhwa Khurd, Taluka Haveli, District Pune, situate within the jurisdiction of Sub Registrar Haveli bearing a) an area of land admeasuring 00 Hectare 03 Ares out of Survey No. 38 Hissa No. 3/1 admeasuring 00 Hectare 32 Ares, b) Survey No. 38 Hissa No. Hissa No. 3/1/19B admeasuring 00 Hectare 01.50 Ares, c) Survey No. 38 Hissa No. Hissa No.3/1/19/2 admeasuring 00 Hectare 01.50 Ares and d) an area of land admeasuring 00 Hectare 01 Are out of Survey No. 38 Hissa No. Hissa No.3/3, admeasuring 00 Hectare 03 Ares, aggregating to 00 Hectare 07 Ares, alongwith alongwith proportionate right, title and interest in the Lands and the entire building constructed thereon and comprising of ground floor and five floors having a total built-up area of 2,475 sq. mtrs. (excluding basement) constructed above the same and which lands and building are bounded on or towards East by land bearing S. No. 38 Hissa No.



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3/1 (Balance), on or towards South by land bearing S. No. 38 Hissa no.3 (Part) owned by Mr. Anwar Abdul Ajiz Mehedavi and Shri Balkawade, on or towards West by land bearing S. No. 38 Hissa No. 3/3 (Balance) and on or towards North by 6 meter wide road out of land bearing S. No. 38 Hissa No. 3(Part), alongwith all easementary rights appurtenant thereto.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands to this writing the day and year first hereinabove written.

SIGNED AND DELIVERED)
 By the withinnamed Lessors)
 in the presence of)

Pansare
 1) Mrs. Parvin Rashid Pansare

Appointment
 2) Master Saad Rashid Pansare
 through his guardian Mr. Rashid Pansare

Signature: *[Signature]*
 Name: *[Name]*
 Address: *[Address]*

Pansare
 3) Ms. Sumaiya Rashid Pansare
 Through her Power of Attorney holder
 Mrs. Parvin Rashid Pansare

[Signature]
 MIRA EDUCATION TRUST
 TRUSTEE

Signature: *[Signature]*
 Name: *Sopan Daban Kumari*
 Address *At. Post. Bhivani*
puranjhar, pune

4) Mr. Rashid Rehman Pansare

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5) Smt. Fatemabi Rehman Pansare



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SIGNED AND DELIVERED)
by the withinnamed Lessee)
through its Authorised Signatory)
in the presence of)

For Mira Education Trust

P. Babaria

Trustee and Authorised Signatory

Signature: Vishal Shah
Name: Vishal Shah
Address: 503/B Gadar Park
Juhu Mumbai - 49



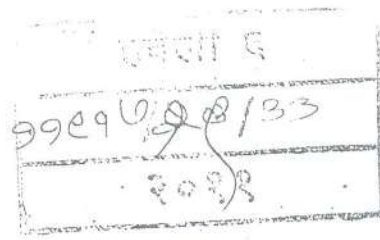
LESSEE

Signature: AK Joshi
Name: Anand K Joshi
Address: 594, Alsayan Park
Pune-30



LESSOR

FOR MIRA EDUCATION TRUST
TRUSTEE



Annexure-A

(Being the details of refundable Security Deposit paid by the Lessee to the Lessors)

| No. | Amount (Rs.) | Particulars |
|-----|--------------|--|
| 1 | 30,00,000/- | Paid by cheque no. 000089 dated 23-11-2011 and drawn on Kotak Mahindra Bank Limited, Vadodara branch, Gujarat and drawn at the request and direction of the Lessors in the name of Mrs. Parvin Pansare |
| 2 | 10,00,000/- | Paid by cheque no. 000090 dated 23-11-2011 and drawn on Kotak Mahindra Bank Limited, Vadodara branch, Gujarat and drawn at the request and direction of the Lessors in the name of Mr. Saad Pansare |
| 3 | 10,00,000/- | Paid by cheque no. 000091 dated 23-11-2011 and drawn on Kotak Mahindra Bank Limited, Vadodara branch, Gujarat and drawn at the request and direction of the Lessors in the name of Ms. Sumaiya Pansare |
| 4 | 10,00,000/- | Paid by cheque no. 000092 dated 23-11-2011 and drawn on Kotak Mahindra Bank Limited, Vadodara branch, Gujarat and drawn at the request and direction of the Lessors in the name of Smt. Fatemabi Pansare |
| | 60,00,000/- | Total |

TRUSTEE

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2011

RECEIPT

RECEIVED the day and year first, hereinabove written of and from Mira Education Trust, a Public Trust registered under the provisions of The Bombay Public Trusts Act, 1950, having its registration no. E/4684/Vadodara and having its address at After Kalali Crossing, Atladara main Road, Vadodara, an amount of Rs. 60,00,000/- (Rupees Sixty Lakhs), paid by cheques bearing nos. 000089, 000090, 000091 and 000092 all dated 23-11-2011 and drawn on Kotak Mahindra Bank Limited, Vadodara branch, Gujarat and drawn at our request and direction in favour of Mrs. Parvin Rashid Pansare, Mr. Saad Rashid Pansare, Ms. Sumaiya Rashid Pansare and Smt. Fatemabi Rehman Pansare amongst us, being the Security Deposit in the transaction of lease of all those pieces and parcels of lands of Village Kondhwa Khurd, Taluka Haveli, District Pune, situate within the jurisdiction of Sub Registrar Haveli bearing a) an area of land admeasuring 00 Hectare 03 Ares out of Survey No. 38 Hissa No. 3/1 admeasuring 00 Hectare 32 Ares, b) Survey No. 38 Hissa No. Hissa No. 3/1/19B admeasuring 00 Hectare 01.50 Ares, c) Survey No. 38 Hissa No. Hissa No.3/1/19/2 admeasuring 00 Hectare 01.50 Ares and d) an area of land admeasuring 00 Hectare 01 Are out of Survey No. 38 Hissa No. Hissa No.3/3, admeasuring 00 Hectare 03 Ares, aggregating to 00 Hectare 07 Ares, alongwith alongwith proportionate right, title and interest in the Lands and the entire building constructed thereon and comprising of ground floor and five floors having a total built-up area of 2,475 sq. mtrs. (excluding basement) constructed above the same and which lands and buiding are bounded on or towards East by land bearing S. No. 38 Hissa No. 3/1 (Balance), on or towards South by land bearing S. No. 38 Hissa no 3 (Part) owned by Mr. Anwar Abdul Ajiz Mehedavi and Shri Balkawade, on or towards West by land bearing S. No. 38 Hissa No. 3/3 (Balance) and on or towards North by 6 meter wide road out of land bearing S. No. 38 Hissa No. 3(Part), alongwith all easementary rights appurtenant thereto.

We say received

Pansare

1) Mrs. Parvin Rashid Pansare :

Pansare

2) Mr. Saad Rashid Pansare

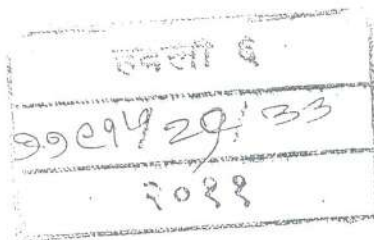
through his guardian Mr. Rashid Pansare

Signature: R. Pansare

Name: Rohasahab Ghudald Pansare

Address Hill Mist Harmony F/903
NERBY Road Kerdary
Pune 48

FOR MIRA EDUCATION TRUST
[Signature]



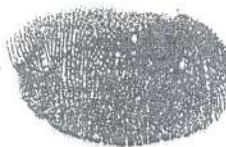
Pansare

3) Ms. Sumaiya Rashid Pansare
Through her Power of Attorney holder
Mrs. Parvin Rashid Pansare

Rashid

4) Mr. Rashid Rehman Pansare:

Signature: _____
Name: _____
Address _____



हदली 6

9909429/33

5) Smt. Fatemabi Rehman Pansare

FOR MIRA EDUCATION TRUST
TRUSTEE

[Signature]
TRUSTEE

| | |
|---|--|
| दस्तावेजा प्रकार (Nature of Document) | Lease Deed |
| दस्तावेजा तपशिल (Registration Details) | Registrable / Non Registrable Name of S.H.O. <u>Havli - 6</u> |
| दस्तावेजा क्रमांक (Franking Machine No.) | <u>76794/100036</u> |
| मिळकतीचे शोडव्यात वर्णन (Property Description in brief) | मौजे ता. स.नं./सिटीफ्ल नं. _____ क्षेत्र _____ (Village <u>Kandhawa Khurd</u>) <u>Land & Building</u> <u>Havli S. No./C.T.S. No. 38</u> Area <u>0.7 Acres</u> |
| मोबदला रक्कम (Consideration Amount) | <u>1,50,98,750/-</u> |
| मुद्रांक दाखल करणारे पक्षकार - १ नाव (Stamp Duty payers Name) | <u>Mira Education Trust</u> |
| दस्तावेजात दुसरे पक्षकाराचे नाव (Name of the other party) | <u>Mrs. Parvin Rashid Pansare</u> |
| दस्तावेजात दुसरे पक्षकाराचे नाव व पत्ता (If through Name & Address) | <u>Adv. M.S. Jrandar</u> <u>Ohayon Gaen, Pune</u> |
| मुद्रांक शुल्काची रक्कम - अल्प द्याय (Stamp Duty Amt.) | (अक्षरी रु.) <u>in words Rs. Seven Lacks fifty</u> <u>Five Thousand</u> |

FOR W.M.D.C. LTD.

flyshi
AUTHORISED SIGNATORY



flyshi
TRUSTEE

| | | | |
|---|--------------------------------------|----------------------|-------|
| 71 | | CUSTOMER COPY | |
| Sl. No. | 000102 | Date | 12-11 |
| Franking Value | Rs. 7,55,000 | | |
| Service Charges | Rs. 10 | | |
| Total | Rs. 7,55,010 | | |
| Name & Add. of the Stamp Duty Paying party: <u>Mira Education Trust</u> <u>Ahadora main Road</u> <u>Wadgaon</u> | | | |
| <div style="border: 1px solid black; padding: 2px;"> WMDC LTD. PUNE (F. No. 1000) (C. No. 50, 99/1) Cash/DD/Pay Order No. <u>60057</u> Date: <u>20-11-11</u> Bank/Branch: <u>Kotak Mahin. Sav</u> <u>Mumbai</u> Through Name: _____ CASH / D.D. RECEIVED I have checked the value franked and WMDC Ltd. is not liable for anything related to the document. <div style="text-align: right;"><i>ms</i> Signature</div> </div> | | | |
| (For WMDC Office use Only) | | | |
| Franking Sr. No. | | | |
| Trin. ID | <i>Eljsh</i> Authorized Signatory | | |

WMDC Ltd. Pune. Ph.: 25533324/25/26. Franking Deposit Slip



29/11/11
2022

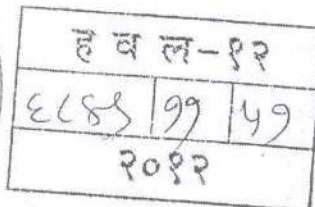
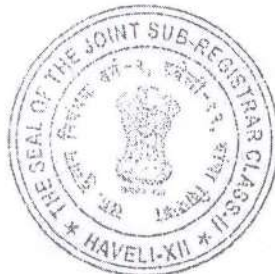
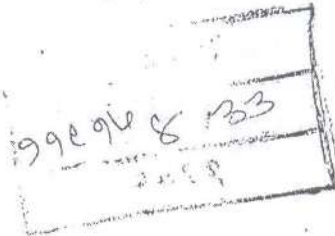
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TRUSTEE

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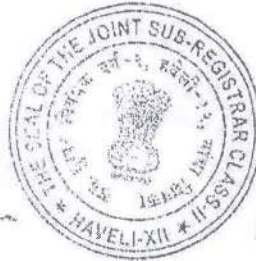
| | |
|--|---|
| दस्तावेजाचा प्रकार (Nature of Document) | Lease Deed |
| दस्त नोंदणीचा तपशिल (Registration Details) | Registrable / Non Registrable Name of S.H.O. Haveli - 6 |
| दस्तावेजाचे नोंदणी क्रमांक (Franking Unit No.) | 76794/100036 |
| मिळकतीचे संक्षेपित वर्णन (Property Description in brief) | सौजे ता. स.न./खिटीफ्त नं. _____ क्षेत्र _____ (Village <u>Kandhawa Khur</u>) Haveli S. No./C.T.S. No. <u>38</u> Area <u>07</u> Acres |
| मोबदला रकम (Consideration Amount) | 1.50,98,750/- |
| मुद्रांक कर देणाऱ्या व्यक्तीचे नाव (Stamp Duty payers Name) | Mira Education Trust |
| दस्तावेजाचे देणाऱ्याचे नाव (Name of the other party) | Mrs. Parvin Rashid Pansare |
| दस्तावेजाचे देणाऱ्याचे नाव व पत्ता (If through Name & Address) | Adv. M.S. Jandhar Dhayan Gaen, Pune. |
| दस्तावेजाचे मोबदला रकम (Amount) | (अक्षरी म.) in words Rs. Seven Lacks fifty Five Thousand |

FOR W.M.D.C. LTD.

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AUTHORISED SIGNATORY



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|--|--------------|---|----------------------|-------|
| CUSTOMER COPY | | WMDC Ltd. Pune. Ph.: 2553332/25/26. Franking Deposit Slip | | |
| Scd | 000102 | | Date | 12-11 |
| Franking Value | Rs. 7.55.000 | | | |
| service Charges | Rs. 10 | | | |
| Total | Rs. 7.55.010 | | | |
| Name & Add. of the Stamp Duty Paying party | | | | |
| Mira Education Trust | | | | |
| Atadonri main Road | | | | |
| Pune | | | | |
| Date: 20-11-11 | | | | |
| Bank/Branch: Kotha Mahin Bank | | | | |
| Through Name: | | | | |
| MASH / M. D. RECEIVED | | | | |
| SIGNATURE: [Signature] | | | | |
| (For WMDC Office use Only) | | | | |
| Franking Sr. No. | | | | |
| Train. ID | | | | |
| | | | Authorized Signatory | |



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Tuesday, September 11, 2012

11:28:36 AM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 6860

दिनांक 11/09/2012

गावाचे नाव कोंढवा खुर्द

दस्तऐवजाचा अनुक्रमांक

हवल12 - 06849 - 2012

दस्ता ऐवजाचा प्रकार

घुक दुरुस्ती पत्र



सादर करणाराचे नाव:मिरा एज्युकेशन ट्रस्ट नोंदणीकृत ट्रस्ट (AAATM4953A) मुख्य कार्यालय
बडोदा गुजरातसाठी अधिकृत नेमलेले ट्रस्टी परेश ललीतकुमार बाबरीया -

| | | |
|--|-----|---------|
| नोंदणी फी | :- | 100.00 |
| नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (48) | :- | 960.00 |
| एकूण | रु. | 1060.00 |

आपणास हा दस्त अंदाजे 11:43AM ह्या वेळेस मिळेल

दुय्यम निबंधक
हवेली 12 (कोंढवा बुद्रुक)

बाजार मुल्य: 32032000 रु. मोबदला: 0रु.
भरलेले मुद्रांक शुल्क: 846700 रु.

सह. दुय्यम निबंधक
हवेली क्र. १२, पुणे शहर



| CUSTOMER COPY | |
|---|---|
| Scroll No. 000164 | Date 7/9/12 |
| Franking Value Rs. | 8,46,700 |
| Service Charges Rs. | 100 |
| Total Rs. | 8,46,710 |
| Name & Add. of the Stamp Duty Paying party Mira Education Trust Vadodara | |
| (PAN not applicable above Rs. 50,000/-) Cash/DD/Pay Order C.D., PUNE | |
| Date: 05/9/12 | |
| Bank/Branch: Central Bank (Pune) | |
| Through Name: Trust Vadodara | |
| CASH / D.D. RECEIVED | |
| I confirm that I have checked the stamp duty paid and the WMDC Ltd. is not liable for anything related to the document. | |
| Signature | |
| (For WMDC Office use Only) | |
| Franking Sr. No. | |
| Tran. ID | 11/09/12 Authorised Signatory |
| *Subject to realisation. | |

WMDC Ltd. Pune. Ph.: 25533324/25126 Franking Deposit Slip

DEED OF RECTIFICATION -II

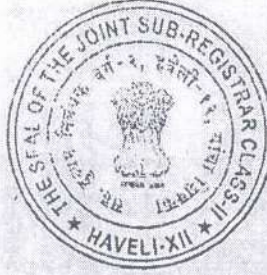
(of Lease Deed dated 02nd December, 2011)

This Deed of Rectification is made and executed at Pune on 11th day of September, 2012 by and



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| २०१२ | | |

Between

1) Mrs. Parvin Rashid Pansare

Age: 42 years, Occupation: Business, residing at A-13/12, Kubera Park, Kondhwa Road, Pune – 411 040, PAN: AAVPP4546M;

2) Mr. Saad Rashid Pansare

Age: 18 years, Occupation: Student, residing at A-13/12, Kubera Park, Kondhwa Road, Pune – 411 040, PAN: BWSPP5013R;

3) Ms. Sumaiya Rashid Pansare

Age: 24 years, Occupation: Student, residing at A-13/12, Kubera Park, Kondhwa Road, Pune – 411 040, PAN: ATPPP7416D; through her Power of Attorney holder **Mrs. Parvin Rashid Pansare**

4) Mr. Rashid Rehman Pansare

Age: 50 years, Occupation: Service, residing at A-13/12, Kubera Park, Kondhwa Road, Pune – 411 040, PAN: ABHPP2285Q;

5) Smt. Fatemabi Rehman Pansare

Age: 76 years, Occupation: Business, residing at A-13/12, Kubera Park, Kondhwa Road, Pune – 411 040, PAN: AAXPP9094Q; through her Power of Attorney holder **Mr. Rashid Rehman Pansare**

Hereinafter called or referred to as the "Lessors" (which expression shall, unless repugnant to the context or meaning thereof, mean and include their respective heirs, executors, administrators and successors)

.....Party of the One Part



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2,46,700

10/11

Mira Education Trust

Lease Deed
Mira Education Trust

Western Maharashtra
Development Corporation
Ltd., 2nd Floor, Kubera
Chambers,
Shivajinagar, Pune 411005.
D-5/STP(V)/C.R.1014/
2360-63/04



SPECIAL ADDRESS MAHARASHTRA
SEP 07 2012

2010 08 10 15:18

Rs 0846700/- PB5088

ठमट मुद्रांक फ्रँकींग अल्ट्रा क्वॉलिटी लेम्प खाली तपासले
व एस.एम.एस./संबंधित प्राधिकृत अधिकाऱ्याशी
दुरुध्वनीवरून संपर्क साधून, मेल बरोबर आढळून आला

स.स. दुधाम निबंधक

FOR W.M.D.C. LTD.

AUTHORIZED SIGNATORY

हवेली क्र. १२, पुणे पाह्य

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| वस्तुचा प्रकार (Nature of Document) | Lease Deed |
| रजिस्ट्रेशनची तपशील (Registration Details) | Registrable / Non Registrable Name of S.R.O. HVZ-12 |
| उशाचा युनिक नंबर (Franking Unique No.) | 20103 / 923032 |
| मिळकतीचे थोडक्यात वर्णन (Property Description in brief) | पोजे Kondhwa Tal. स.नं./मिटीएस नं. १२ (Village Tal. S. No./C.T.S. No. Area) |
| मोबदला रक्कम (Consideration Amount) | No-Consideration |
| मुद्रांक खरेदीदाराचे नाव पक्षकार - १ नाव (Stamp Purchasers Name) | Mira Education Trust |
| दस्तावील दुसऱ्या पक्षकाराचे नाव (Name of the other Party) | Rashid Pansare |
| हस्त आरक्षणार्थ नाव व पत्ता (If through Name & Address) | Adv. Lata Anand Joshi |
| मुद्रांक शुल्काची रक्कम (Stamp Duty Amt.) | (अक्षरी म. in words Rs. 8,46,700/- |

And

FOR W.M.D.C. LTD.

Mira Education Trust,

a Public Trust registered under the provisions of The Bombay Public Trusts Act, 1950, having its registration no. E/4684/Vadodara and having its address at After Kalali Crossing, Atladara main Road, Vadodara, PAN: AAATM4953A, represented by Mr. Paresh Lalitkumar Babaria - Authorized Trustee, Age: 50 years, Occupation: Business, having his office at 2B, 64, Rustomji Complex, Rustomji Regency, Jaswant Sawant Road, Dahisar (West), Mumbai - 400 068,

Hereinafter called or referred to as the "Lessee" (which expression shall, unless repugnant to the context or meaning thereof, mean and include its trustees from time to time, sole surviving trustee, successors of last surviving trustee and assigns)

.....Party of the Other Part



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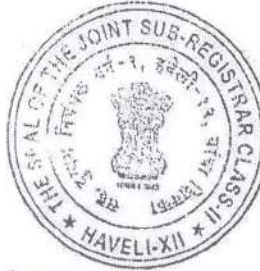
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WHEREAS :

1. The Lessors are seized and possessed of and otherwise well and sufficiently entitled to all those pieces and parcels of lands of Village Kondhwa Khurd, Taluka Haveli, District Pune, situate within the jurisdiction of Sub Registrar Haveli bearing a) an area of land admeasuring 00 Hectare 03 Ares out of Survey No. 38 Hissa No. 3/1 admeasuring 00 Hectare 32 Ares, b) Survey No. 38 Hissa No. 3/1/19B admeasuring 00 Hectare 01.50 Ares, c) Survey No. 38 Hissa No. 3/1/19/2 admeasuring 00 Hectare 01.50 Ares and d) an area of land admeasuring 00 Hectare 01 Are out of Survey No. 38 Hissa No.3/3, admeasuring 00 Hectare 03 Ares, aggregating to 00 Hectare 07 Ares, alongwith proportionate right, title and interest in the Lands alongwith all easementary rights appurtenant thereto and the entire building constructed thereon and comprising of ground floor and five floors having a total carpet area of 2,475 sq. mtrs. (excluding basement) constructed on the Lands the same and owned by the Lessors. (Hereinafter called or referred to as the "Premises").
2. The Lessors and Lessee have executed the Lease Deed dated 02nd December, 2011 ("the Said Deed") whereby the Lessors have granted a lease of the Premises to and in favour of the Lessee for a period of 29 (Twenty Nine) years commencing from 01-01-2012 and ending on 31.12.2040 for certain monthly compensation and upon the terms and conditions as mentioned in the Said Deed. The copy of the Said Lease Deed dated 02nd December, 2011 is annexed hereto and marked as Annexure-A.



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3. The Lessors and Lessee have executed the Deed of Rectification dated 29/06/2012 whereby the Parties to the Said Deed have mutually to change the Lease Rent for period of 18 (eighteen) months commencing from 01.07.2012 upto 31.12.2013 to be paid to the Lessors by the Lessee and thereafter the lease rent will be the same as mentioned in the said Lease Deed.
4. Now the Parties to the Said Deed have mutually decided to execute another Deed of Rectification to extend the period of Lease from 29 years to 33 years i.e to say extension of four years.
5. By this Deed of Rectification only the clause mentioned below is changed and the other terms and conditions of the Said Deed are remains the same.

NOW THIS DEED OF RECTIFICATION WITNESSETH:

1. It is agreed between the parties to this Deed of Rectification that only the clause mentioned below are changed -

A. Clause No. 1 of the said Deed shall stand rectified and read as under:

1. In consideration of the rent and Lessees covenants' hereinafter reserved and contained, the Lessors do and each one of them doth hereby demise unto the Lessee all those pieces and parcels of lands of Village Kondhwa Khurd, Taluka Haveli, District Pune, situate within the jurisdiction of Sub Registrar Haveli bearing a) an area of land admeasuring 00 Hectare 03 Ares out of Survey No. 38 Hissa No. 3/1 admeasuring 00 Hectare 32 Ares, b) Survey No. 38 Hissa No. 3/1/19B admeasuring 00 Hectare 01.50 Ares, c) Survey No. 38 Hissa No. 3/1/19/2 admeasuring 00 Hectare 01.50 Ares and d) an area of land admeasuring 00 Hectare 01 Are out of Survey No. 38 Hissa No.3/3, admeasuring 00 Hectare 03



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Ares, aggregating to 00 Hectare 07 Ares, alongwith proportionate right, title and interest in the Lands alongwith all easementary rights appurtenant thereto and the entire building constructed thereon and comprising of ground floor and five floors having a total carpet area of 2,475 sq. mtrs. (excluding basement) constructed on the Lands the same and owned by the Lessors as stated in the recitals hereof (hereinafter called or referred to as the "Premises" and are more particularly described in the Schedule hereunder written) for a term of 33 (Thirty Three) years commencing from 01-01-2012 and ending on 31.12.2044.

B. Clause No. 2 of the said Deed shall stand rectified and read as under:

2. The Lessee shall pay to the Lessors lease rent as is more particularly detailed hereinbelow:
- D) For the balance period of Four years out of the total lease period of thirty Three years, commencing from 30th year of lease, the Lessee shall pay to the Lessors rentals escalated by 3% after every twelve months on the then prevailing monthly rent.

C. Clause No. 15 (b) of the said Deed shall stand rectified and read as under:

b) The Lessors shall not have a right to terminate the lease during the entire lease period of 33 (Thirty Three) years except in case the Lessee commits three consecutive defaults in making payments of lease rent hereunder reserved in terms of the understanding recorded under these presents and does not rectify the same.

2. It is further agreed between all the Parties hereto that this Deed of Rectification shall be a part of the Said Lease Deed dated 02nd December, 2011 and other terms & conditions as mentioned in the Said Lease Deed shall continue and remain in force as it is.





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IN WITNESS WHEREOF the parties have signed these presents, in duplicate, the day and year first hereinabove mentioned.

SIGNED AND DELIVERED)
 By the withinnamed Lessors)
 in the presence of)

1) Mrs. Parvin Rashid Pansare

2) Mr. Saad Rashid Pansare

3) Ms. Sumaiya Rashid Pansare
 through her Power of Attorney holder
 Mrs. Parvin Rashid Pansare

4) Mr. Rashid Rehman Pansare →
 5) Smt. Fatemabi Rehman Pansare →
 Through her Poer of Attorney holder
 Mr. Rashid Rehman Pansare.



SIGNED AND DELIVERED For Mira Education Trust
 by the withinnamed Lessee)
 through its Authorised Signatory)
 in the presence of)

For MIRA EDUCATION TRUST
 Trustee



Authorised Signatory

Witness
 1) Khan Sultan Ibrahim
 Poon College
 Pune-1

2) जाकार सुवावर याल
 ६६पसर रामटेकडी पुणे. 13



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