दस्त कमांक:10233/2021

#### 30/07/2021 5 09:08 PM

तस्त कमाक :हवल 16/10233/2021 दस्ताचा प्रकार :-36-अ-विब्ह अंड वायसस्मेम

पक्षकाराचे नाव व पना ਮ ' ਜ

पंन नवर:

पक्षकाराचा प्रकार

छायाचित्र

अंगरुगाचा रुमा

वाच्यन्यार नावःथी. असफान रिझवान आलम नर्फे कृ.मृ.धारक गाँ. नर्माम यप :-60 अगफान आनम - -पनाःप्रवाट नं: -, माळा नं: -, इमारतीचे ताव: -, व्यक्ति ते: -, रोड तं: स्वाधरी:-फेज - 1, इमेन्सिया मोसायटी, बी-303, कोंद्या बृद्क, पुणे -411048, महाराष्ट्र, पुणे.

पॅन नंबर: वाध्येन्यार नाव:मां, नमीम असफान आलम -2 पनाःप्यॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्यॉक नं: -, रोद मं: चय∷-60 म्बाअरी:-फंज - 1, इमेन्सिया मोमायटी, बी-303, कोंद्रबा बुद्रक, पुणे -411048, महाराष्ट्र, पुणे,

नाव:रिम्स इंटरनेशनल स्कुल तर्फे धॅनेजिंग ट्रस्टी थी. मुमीव अे. लाय्मेन्मी 3 वय :-68 पना:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: स्वाधरी:-वी-112, ओक्स्फर्ड विलेज, बानवडी, पुणे - 411048, महाराष्ट्र, पूर्ण. र्गन नंबर:











वरीत्व इस्तिएवज करून देणार तथाक्यीत 36-अ-लिब्ह अंड लायसन्यम चा दस्त ऐवज करून दिल्याचे कवुल करतात. शिक्टर क.3 नी बेक: 30 / 07 / 2021 05: 04: 01 PM

मदर इसम दृष्यम निवंधक यांच्या ओळखीचे असुन दस्तऐवज करुत देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अन् कः पक्षकाराचे नाव व पना

नावः अंड.मचिन माने - -पना:कोथरड,पुण-38 णिन कोइ:41103**8** 



अंगरुगचा उसा



शिक्का क.4 ची वेळ:30 / 07 / 2021 05 : 05 : 37 PM

प्रनाणित करणेत येते की, या दस्तामध्य एक्ण

मह द्व्यम निक्धार, हवेली-16

ALAM

सह दुय्यम निबंधक हवेनी क्र. १६ (वर्ग-२)

Pay ment Details नंबरचे पुरतकात Deface ysed Syans 3 नंबरिमॉदला Number **GRN/Licence** Purchaser Type MR (पोपटरावा मोई) सह द्वाम निष्यक हवेली क्र. १६ (वर्ग-२) ASFAN RIZWAN दिनांक उठ / वप /२०२१ 0002047246202122 30/07/2021 ALAM ANT100-1208660202122E 22130.00 SD THR POA eChallan' MRS "AVELLY" NASIM ASFAN ALAM 30/07/2021 2807202111011D 2807202111011 RF 900 DHC 2 MR **ASFAN** RIZWAN 0002047246202122 + 30/07/2021 ALAM MH004208660202122E 1000 RF eChallan THR POA MRS NASIM **ASFAN** 

334/10233 ध्वातार,30 जुनै 2021 5.09 म.तं. दम्त गोषवारा भाग-1

हबल16 इस्त कमांक: 10233/2021

रम्न कमांकः हक्त 16 /10233/2021

वातार मृज्य. र. 15.00.000/-

मोबदना: रू. 1.25,000/-

भरतेचे मुद्रीय शुल्क र.1,22,130/-

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पावर्ता दिनाकः 30/07/<sub>2021</sub>

मादरकरणाराने नातः रिष्य इंटरनेशनल स्कुल वर्षे मंत्रीका ट्राह्म भूमीव अ. राष्ट्रम --

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रात राजा काणाच्याची मही.

пти 1900 00

गर दरनम विकास, हनना-16

दरना ना प्रशार ३६-श्रे-लिव्ह अ 'र नायगन्गेग

महात शहर Stamp Duty at 0.25 per cent on sum of rent payable for the period of agreement and the amount of non-returndable deposit and interest calculated at the rate of 10 per cent per annum on the refundable deposit will be charged throughout the state

शिक्षा क. 1 30 / 07 / 2021 04 : 46 : 20 PM नी केळ (गार्दीकरण)

ਇਆ ਕ. 2 30 / 07 / 2021 04 : 47 : 38 PM ਜੀ ਕੋਲ: (ਪੀ)

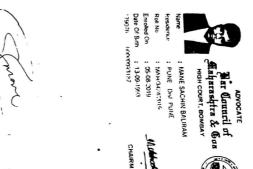
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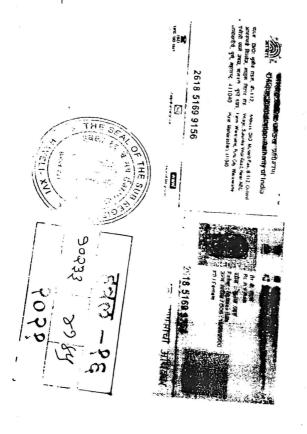
प्रतिज्ञापत्र आर्क्षा लिहून देणार व लिहून घेणार सख प्रतिज्ञावर लिहून देती की सदर दस्तास भोडलेजी पूरक कागदपत्रे ही अस्सल व खरो भोडलेजी पूरक कागदपत्रे ही अस्सल व खरो भावन ती खोटी व बनावट आढळून आल्यास भोजान्या कायवाहीस आम्ही जबाबदार राहू

/ / \

स्तिहुन देणाग







पुरुष/ MALE

Khan Mohammedkafil Nazir जन्म तारीख/DOB: 01/05/1969

Address:

Addres

भारतीय विशिष्टः यहचान प्राधिकरण unique identification authority of india

खान मोहम्मदकफील नजीर Chathair dealt.







S NO 50, BHAGYODAY NASAK, LATEL NO 15, Kondhava Khurd Khondhwa Kaf Pilak-Mahakashtra 411948 Mahaka

Nasin Asfan Alam नर्गाच अण्यान भाजप

भारत सरकार GOVERNMENT OF INDIA



गुपीब नहरू Museeb Rals जन्म बर्च / Year of Birth: 1961 पुरुष Male

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Crown Gate Law (Incorporating Purne details below: wife to be my viewed lawer and on my behalf to conducted in the age 60yrs, Ott; Edicetor, appoint my West of the order consisting of Ground floor + 3 floors (appx. 52,000 sq. ft plus bullt-up) situated at survey 10,44, hissa no.1 at Village Undri, Pune 411028, within the limits of PMC, with the adjoining playground admeasuring 13,500 he deeds, acts/apty/frangs q. ft., bearing name Alams am usually out of the property of the rest of the control of the c TO ALL TO WHOM IT MAY CONCERN Educational Edifice, hereinafter for brevity W divies, leeds and agreements, ble to take casand perform all 92233 Pline, 411048, Mahanasha, Jowes and authority in my hami wife, Mrs. Nasion erty and therefor pre I want to

6. To sign all the legal and formal application which are required and

To rent, lease, licence of perform business activities in the said property as a power of attorney holder.

To perform all financial transactions and be able to enter leave and To pay taxes, rates, get assessments, charge fee/rent/claim deductions licence fee in the association of the said property on my behalf. licence agreement or a rental agreement and be able to collect rent or

To agree on the mutual terms and conditions without constrains. To spelt out expenses and all other payments and outgoing whatsoever due advise or issue notification on my behalf. and payable for the said property.

To execute and lodge Leave and Licence agreement for registration or verification. To sign any documents if need be to execute Licence Agreement. To seek lagal advice if required, by my advocate. To execute legal and formal documentation relating to the Leave and

for its registration in the office of the Sub registrar's presence. To accept or consulty on my behalf, to pass a valid receipt if required, or

To make payments, if any required on my behalf.
To do my banking, collect my deposit, claim my funds and share. To do all issue a receipt or affirmation on my behalf.

the necessary statuary acts.

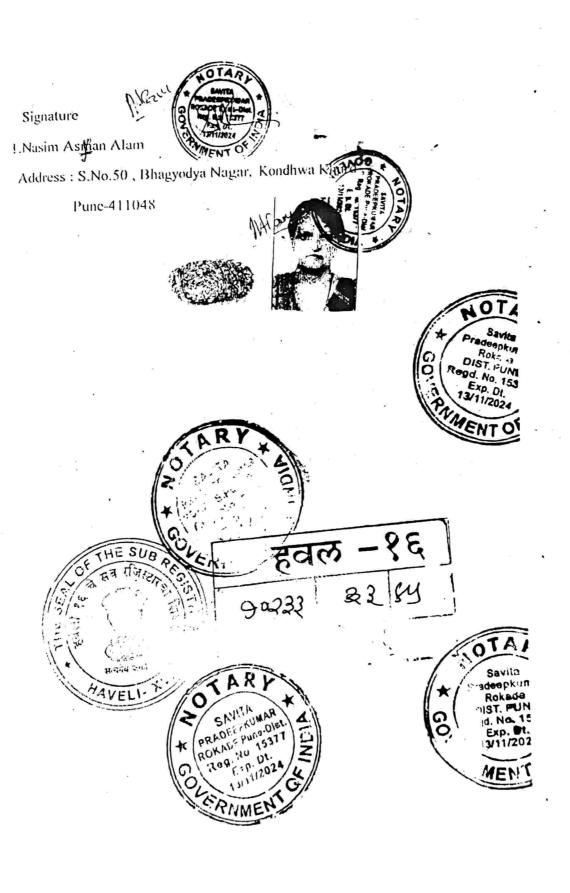


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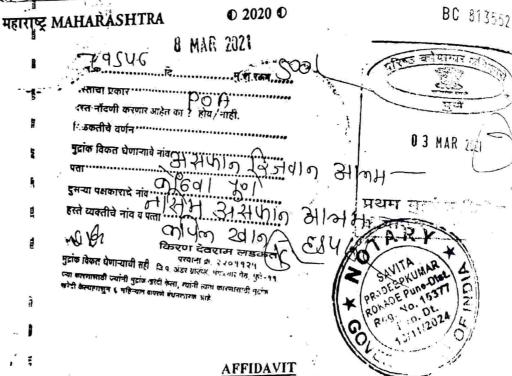
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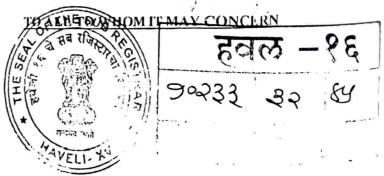
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#### OF POWER OF ATTORNEY





हवल - १६ १५ १५ १५

IN WITNESS WHEREOR Parties hereto have here unto set and subscribed their respective hands on the day, date, month and year mentioned herein above.

## SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED FIRST PARTY

 MR. ASFAN RIZWAN ALAM Through his P.O.A. Holder MRS. NASIM ASFAN ALAM



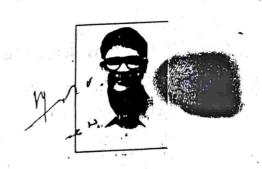


Party of the First Part

2) MRS. NASIM ASFAN ALAM Signed for herself and for her P.O.A. Holder MR. ASFAN RIZWAN ALAM

SIGNED, SEALED, AND DELIVERED BY, THE WITHIN NAMED SECOND PARTY

M. MUSEEB A RAIS
For self- As Managing Trustee and
On behalf of
"RIMS INTERNATIONAL SCHOOL (CBSE)"



Party of the Second Part

T-	tha	presence	of
ın	tne	ргевещсе	O1

1) Signature :

whan mohammed kafil Nuzir

Name Address

Hat No. 2 COM Halima complex, Hondeward

road, Hadapsar- 41 1028

princell

2) Signature :

Joshin.

Name

Rashani Books

Address

B.112, 0x ford village

Galunke Vihar- Pune- 40

3)

MAHIENBY

Brian



19)

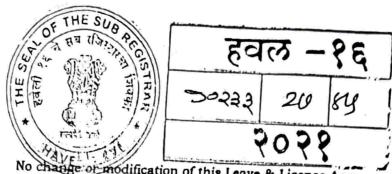
- (a) The cost by way of Stamp Duty, Registration Charges, Advocate fee and all other miscellaneous expenses for Registration in respect of this Leave and License Agreement and the expenses shall be borne by both the parties hereto equally.
- (b) The First Party shall retain the original of this Joint Venture Agreement of these presents while the Second Party shall keep the certified copy, Xerox true copy hereto.

#### 20) DISPUTE:

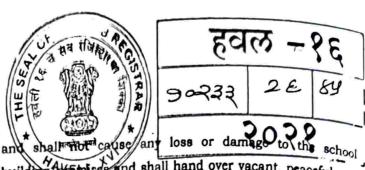
All disputes or differences whatsoever arising between the parties hereto relating to the construction, meaning and operation or effect of this contract or breach thereof shall be governed in accordance with the laws of India.

#### THE SCHEDULE HEREIN ABOVE REFERRED TO :

All that Piece and parcel of Plot admeasuring 0 H. 25 R. with a building thereon consisting of Ground floor + 3 floors i.e. to say 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Floors, situated at Survey No. 44, Hissa No.1, Wadachiwadi Road at Village Undri, Pune - 411028 within the adjoining playground area admeasuring 13,500 sq.fts. out of which Southern side of building "A" Ground floor + 3 floors i.e. to say 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> floors (tentative and rough map is attached herewith) the First Party has given this premises to the Second Party by virtue of this Joint Venture Agreement hereinafter for brevity sake Said Premises.



- (iii) No change or modification of this Leave & License Agreement shall be valid unless the same shall be in writing and signed by both the Parties of this Agreement.
- (iv) The responsibility of informing the Police Station of this Agreement shall be that of the Party No.2.
- It is agreed between Party No.1 and Party No.2 that all (v) times judicial possession of the said premise mentioned in the said schedule allotted, given temporarily to the Party No.2 shall be of party No. 1 only and the Party No.1 has merely granted Party No.2 the License/Permission/allowed to make use of the said premises temporarily for a limited period of only 59 months i.e. up to the period of License/ Permission/allowed under the Leave & License Agreement Dt 25th May 2021. After completion of 59 months Agreement period the same can be extended if the Party No.1 so desires upon the new terms and conditions. During subsistence of this Leave & License Agreement dt. 25th May 2021, the status of the Party No.1 will remain as Joint owners and judicial possession of the allotted premises shall always will remain with party No.1, and the Party 'no.2 is merely granted permission to use the said premises for 59 months temporarily for running educational institute/ school. If there is no breach of this agreement on the Party No.2 and relationship between Party No.1 and Party No.2 remains cordial and cooperative during this agreement dt. 25th May 2021, and payment is received on time by Party No. 1 from party No.2 as agreed, then is such event both the parties can execute another fresh agreement for a further period of 59 months with new terms and conditions to be agreed by both the parties.



building Affiniscs and shall hand over vacant, peaceful and physical possession of the allotted premises in good, intact and in habitable condition to the First Party/Owners.

(g) If any dispute, difference, litigation, problem, question or any query if arises between the parties the same shall be put before Arbitrator appointed by the parties and the same shall be solved by the Arbitrator and the decision of the Arbitrator shall be treated as final and both the party will adhere to it.

#### 17) NOTICES:

Any notice/communication required to be given to any of the Parties hereto shall be deemed to be sufficiently given or served, by registered post, courier, speed post at the address mentioned in the caption above.

## 18) ENTIRE LEAVE AND LICENSE AGREEMENT AND ITS VALIDITY:

- (i) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all or any prior negotiations, representations, or agreements, either written or oral.
- Leave & License Agreement relating to the exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy or a waiver of any preceding or succeeding breach by the other party of this Leave & License Agreement nor shall any single or partial exercise of any right power privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available at law.



- (c) Notwithstanding anything stated herein it is clearly understood and agreed between the parties hereto that the permission granted hereby can be revoked by the First Part prematurely if any legislation/notification prohibiting or restricting this Leave & License Agreement permission comes in force.
- (d) For running and conducting school/educational institute the Second Party will affix and prepare classroom its internal fitting and fixtures like blackboard, benches, chairs, tables, cupboard and it is the so responsibility of the Second Party for appointment of teaching and non teaching staff like principal, vice-principal, teachers gents/ladies, peon and shall be responsible for their salaries. So also the Second Party will manage and arrange all functions activities from time to time in respect of said school timely and shall be responsible for the expenses. Similarly, the Second Party will provide all requisite and necessary and safety arrangement for the sports and games players.
- (e) The Second Party is further liable and responsible for conducting school/educational institute and for obtaining necessary and relevant permission/license from Pune Municipal Corporation, Grampanchyat, fire brigade and all other appropriate authorizes such as Talathi, Mamletdar, Tahashildar, Collector as and when required for smooth function of said school/educational institute and the Second Party will strictly follow and observe their rules and regulations and the same shall be legally binding upon both the parties till the subsistence of this Leave & License AND Joint Venture Agreement.
- (f) The Second Party after completion of 59 months agreement period shall remove/detach all fittings, furniture fixtures with proper care and caution attached and affixed thereto



# 16) MISCELLANEOUS:

- (a) Party NO.2 indemnified. time to time. Similarly the Party No.1 shall also keep the rules and regulations, bye laws etc. may be applicable from non-compliances of any of such applicable laws, procedures, its representatives and assigns from and against breach or substance of this Leave & License Agreement. The First Party, saved, defended and harmless at all times and till the indemnify and shall always keep the First Party indemnified The Second Party shall have full regard to observe all business at the said Premises, and the Second Party shall Regulations, Acts and Statutes to carry out its specific maintain the same and comply with all applicable Rules, shall ensure that the said premises shall be equipped with adequate firefighting equipment fire extinguisher and etc. as may be applicable from time to time. The Second Party applicable Laws, procedures, rules and regulations, bye-laws
- (b) The exclusive judicial possession of the said Licensed premises/ allotted permitted granted shall remain and/or deem to remain with the First Party. A duplicate key of the main entrance door to the Licensed premises/ allotted permitted granted has to been furnished by the First Party for the Second Party convenience only and should not be deemed to create any right by the Second Party. However, in the event, the Second Party desires to put additional lock to/on the main entrance door to the Licensed Premises/ allotted permitted granted, it may do so only after informing the First Party/Owners about the same and giving the First Party a duplicate key of such additional locks.



person/s acting on its/his behalf for any theft, loss or damage of any property or any illegal act of the Second Party or of any other person lying, remaining or kept in the said Licensed Premises/allotted permitted granted or for any bodily injury harm/hurt to any person in the said Licensed Premises/allotted premises resulting from any cause whatsoever and the entire responsibility shall be that of the Second Party during the period of License granted hereby. Similarly the Party No.1 shall also keep the Party No.2 indemnified.

# ASSIGNMENT/ MORTGAGE/ CHARGE/ THIRD PARTY RIGHTS BY THE LICENSOR:

The First Party confirms that the First Party has not created nor create any Mortgage/or/Charge and/or Third Party Rights in respect of Licensed Premises or any part thereof during the subsistence of the License Term, if the First Party intends to sell/create mortgage and/or charge and/or third Party rights in respect of the Licensed Premises or any part thereof, then such sale/mortgage/charge/third party rights in respect of the said Premises shall be subjected to the License granted/ Premises/allotted permitted granted by the First Party in favor of the Second Party under these presents by the also subject to the condition that the prospective purchaser/ mortgage fulfills all the obligation of the First Party under the Second Party.

#### 15) TRANSFER OF THE LICENSE:

The Second Party is very well aware that mere License is granted Premises/allotted permitted granted in its favor to use and occupy the said premises and the same is for its exclusive use and non-transferable. The Second Party further agrees and undertakes that it shall not during the

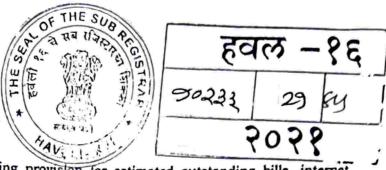
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and further, the Second Party shall be liable to pay sum of Rs. 15,000/- (Rupees Fifteen Thousand only) per day as and by way of compensation/penalty to the First Party till the Second Party hand over the vacant and peaceful charges of Deposit (AHLiour any interest liability whatsoever thereon) ४००४ the said premises to the First Party.

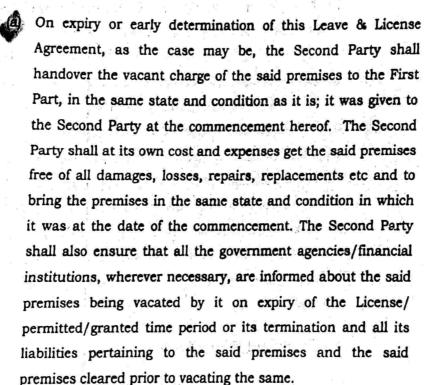
INDEMNITY:

or due to negligence on the Part of Second Party or any of its period of the License granted hereby and as such for the same. The First Party shall not be held responsible or liable mishap, which may occur to any person/students or to the property or to any person in the said premises during the shall not be held responsible for any untoward accident or Second Party shall ensure that all safety standards and norms are duly maintained in such school being operated by he Second Party from the said premises. The First Party narmless the First Party from all loss or damage suffered or ncurred by the First as a result of the Second Party failing Permits/Sanctions on the part of the Second Party. The always keep them indemnissed, saved, defended and granted/area/premises hereby for operating the Second Party shall keep the First Party indemnify and shall and/or neglecting to procure all such License/ school/educational institute from the said premises and the Second Party shall not be entitled to put the said Premises for any other use whatsoever. The Second Party shall ensure that all Second Party /permits/Sanctions of all concerned Governmental or Public Bodies or Authorities are duly procured by the Second Party and maintained during the period of Licensed Premises/ allotted permitted As stated above, the Second Party intends to operate a school/ educational institute from said premises. The



including provision for estimated outstanding bills, internet facility, electricity charges, water charges and the likes) will be refunded by the First Party to the Second Party within 7 days by cheque from the date the First Party handing over the vacant charge of the condition in which it was at the commencement of the Licensed permission, use and occupation.

#### 12) HANDING OVER THE VACANT CHARGE/ REPOSSESSION:



(b) In the event the Second Party, its agents, employees, staff, servants fail and/or neglect to remove themselves and/or their articles and effects from the said premises and do not hand over the vacant premises to the First Part on expiry or earlier determination of the Agreement, as the case may be and the Second Party failing to rectify the breach within 60 days of the written notice thereof from the First Party, the First Party shall be entitled to withhold the entire Refundable

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by the Second Fee

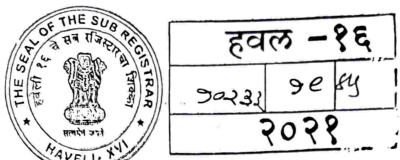
# CHARGE OF THE LICENSED PREMISES/ ALLOTTED/ 10

# PERMITTEDPREMISES:

- (a) On the said date of commencement, the First Party has given charge of the said Licensed premises/ allotted/permitted premises to the Second Party to use and occupy the same for 59 months only, commencing from  $25^{\rm th}\,{\rm May}\,2021.$ 
  - right, easement, tenancy or sub-tenancy in favor of the Second Party in or over or upon the said Licensed Premises allotted/permitted premises or any part thereof other than Nothing herein contained shall be construed as creating any the permissive license allotted time period to use the said The First Party shall remain in exclusive dejure possession and full control of the said Licensed Premises/allotted permitted granted at all times and as such status of the Second Party shall remain merely as temporary user and the Second Party is merely granted permission to use the said premises and more over the status of First Party shall remain as owners and the status of Second Party shall remain in the Licensed Premises allotted permitted granted hereby granted. said property/ premises as temporary user/temporary **(**

# 11) REFUND OF SECURITY DEPOSIT:

(After adjustment towards unpaid license fee and /or an amount sufficient to rectify any damage caused to the said premises during the period of the License granted/permitted hereby, and/or any other amounts what so ever payable (a) On expiry or sooner determination of this Agreement, the balance of the said refundable interest free security deposit. under this Leave & License Agreement by the Second Party,



(k) That the Second Party hereby acknowledges and confirms that it will only be entitled to use west side gate of the said premises for its ingress and egress purpose and it shall not be entitled to use the other gate located on the east side of the said premises.

#### 8) ALTERATIONS/ADDITIONS IN THE LICENSED PREMISES:

Subject to the prior written permission of the First Party, the Second Party may be entitled to make interior alternations or additions and additional electrical points in the said premises, at its own cost and responsibility. The Second Party shall be entitled to remove the installations and fittings made by the Second Party at its own cost in the said premises on expiry or sooner determination of the period of the License hereby granted without causing any damage to the said premises. It is expressly clarified and agreed by the Licensee that the Second Party shall be responsible for any damage/leakage caused to the said premises or part thereof due to any such alternation/addition/modification or removal of such fittings/installation and shall be obliged to reinstate the said premises in the original condition, in which it was given to the Second Party, at its own cost and expenses. The Second Party shall not carry out or make any structural or permanent alternation or additions in or to the said premises at any time except with the prior written consent of the First Party.

#### 9) FORCE MAJEURE:

If at any time during the period of License period, permitted/allotted time period i.e. for 59 months, the said premises or any part thereof are destroyed or damaged by tempest, flood, earthquake or other irresistible force or act of God or cause beyond the control of the First Party (and not attributable to the Second Party or its employees/ representatives) then in such an event the agreed thereof according to the extend of damage as determined by an Architect, the said premises will be restored at



(f) That the Second Party shall not use the said Licensed Premises/permitted/allotted premises temporary or any Part thereof otherwise then for the school Educational Institute activities contemplated herein.

(g) That the Second Party shall not do or caused to be done in the said premises deliberately or willfully anything which may be a nuisance or source of injury or annoyance to the occupants of adjacent area and to the General Public at large.

(h) The Second Party shall also install the requisite fire fighting equipment's in the facility and all safety measures for students and comply with all the required norms, rules, regulations and obligations as per the applicable norms, acts, rules and statutes for safety of property/school students.

(i) To permit the First Party/its representatives or any authorized person/s at any time during the subsistence of this license/permitted/allotted time period, to enter the licensed premises/ permitted/allotted premises for carrying on inspection during the working hours, after giving to the Second Party at least one day's advance notice.

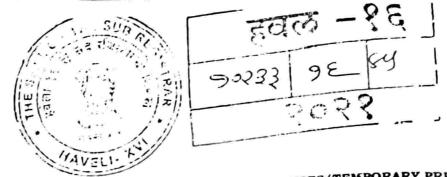
being granted to the Second Party alone to run the school/educational institute and the Second Party shall not transfer, not assign, nor sub-let any part or portion or alienate the right hereby created or part with possession/charge of the said Licensed premises/ permitted/allotted premises or any part thereof to any other person/s or party and the Second Party shall not claim any interest in the Licensed/permitted/allotted premises as a tenant or a sub-tenant or in any other manner whatsoever in nature.



## 7) <u>COVENANTS OF THE LICENSEE/TEMPORARY USER/</u> <u>OCCUPIER:</u>

The Second Party to the intent that the Second Party obligations may continue throughout the term hereby created covenants, assures and represents with/to the First Party as follows:

- (a) That the Second Party shall be obliged to pay License Fee /use and occupation compensation from charges, commencement of the Leave & License Agreement period from 25th May 2021 to 25th April 2026, license fee monthly use occupation charges fee, compensation of @ 18% of annual turnover of collected from every student, Rs. 75,00,000/-(Rupees Seventy Five Lakhs only) i.e. 18 % of the tuition fee & registration fee per year including the increase of students every year and increase in the fee structure. RTE concession, sibling discounts, fee waiver and other discounts will not be borne by Party No 1 under any circumstances, Party No 2 will bear all the discounts and concessions. The payment is to be made in four quarters, i.e. 10th June, 10th September, 10th December and 10th March of each year of the License period i.e. for 59 months respectively.
- (b) That the Second Party shall bear and pay water and all electricity charges and all other outgoing in respect of the said premises within time period i.e. for 59 months.
- (c) That the Second Party shall comply with all the terms and conditions of these presents honestly and strictly.
- (d) That the Second Party shall have full regard to and observe all applicable laws, procedures, rules and regulations, bye laws etc. that are in existence and applicable from time to time of Education Board and Pune Municipal Corporation.
- (e) That the Second Party shall use the said premises prudently and shall keep the interior of the said premises in good and (12)



## LICENSED/ALLOTED PREMISES/TEMPORARY PREMISES

#### REQUIREMENT:

The Second Party is permitted to install its equipment's furniture like cupboard, chair, table, black-board, benches, extra fittings, fixtures, wooden partitions and all other related material things which are required for the use of said premises and the Second Party shall be responsible for its maintenance at his/their cost and expenses and on completion of the License 59 months tenure period the Second Party shall remove the same smoothly without causing any damage to the said premises its walls. It is agreed by the Second Party that in case if any permission/approvals and or/NOC is/are required for carrying out work of internal or external to the said premises from any concerned authorities, then the same will be applied, obtained and complied by the Second Party after getting a written approval from the First Party.

#### 6) MAINTENANCE & REPAIRS:

The Second Party shall look after the day-to-day maintenance of the said premises and all its fittings, fixtures, furniture attached thereto and shall be responsible and liable for carrying out all the repairs caused to the said premises on account of its activity or due to its default, act or omission and subject to such responsibility and liability of the Licensee user of premises at his However, if during the license period/allotted period/permitted tenure of 59 months, it is noticed that structural repair needs to be carried then in such event, the First Party shall carry out all the repairs without any cost to the Second Party provided such structural damage is not caused due to any act or omission attributed to the Second Party/its representatives, employees or staff. In case of any damage and/or destruction of the said premises due to act and/or omission and/or commission by the Second Party, its staff, employees, guests, visitors and all others, the Second Party shall be obliged to repair/restore the said premises at its own cost and expenses.



#### 4) SECURITY DEPOSIT :

As and by way of assurance given by the Second Party to the First Party, for the due and proper performance of all its obligations (whether mentioned herein and/or not) including vacating and handing over the vacant charge of the License premises/ allotted premises/ permitted premises, on the date of expiry or early determination of this Joint Venture Agreement (in addition to the payment of the License fee/use and occupation charges/compensation and all other amounts as mentioned herein and as may be intimated hereafter), the Second Party shall, till the date the First Party the take the vacant charge ωľ /allotted/permitted premises (in the same state and condition in which it was handed over to the Second Party, except the normal wear and tear, maintain with the First Party a interest free, refundable Security Deposit without interest of Rs. 15,00,000/- (Rupees Fifteen Lakhs only) paid by the Party No. 2 out of which Rs.7,50,000/- (Rupees Seven Lakh Fifty Thousand only) to be paid in favor of AqyaanAlam vide cheque No.\_068087 Dt.31/05/21 and Rs. 7,50,000/- (Rupees Seven Lakh Fifty Thousand only) to be paid in favor of Mr. AsfanAlam vide cheque No.068119 Dt.25/12/21 both drawn on Axis Bank, Kondhwa Branch, Pune by the Party No. 2 to Party No. 1 be retained by the First Party (hereinafter referred to as the Security Deposit) free of interest for due observance and performance of this Leave & License AND Joint Venture Agreement. On or before execution hereof, the Second Party has deposited with the First Party, details whereof are mentioned above.

2026 license fee of @18% of the tuition fee & registration 2026 license fee of @118% of the tuition fee & registration every student. The First Party will fee collected from every student. The First Party will receive from Party No 2, Rs. 75,00,000/-(Rupees Seventy Five Lakhs only) i.e. 18 % of per students per year five Lakhs only) i.e. 18 % of per students per year including the increase of students every year and increase in the fee structure. RTE concession, sibling discount, fee in the fee structure.

(ii) In addition to the license fee/use and occupation to the license fee/use and occupation that charges/compensation, the Second Party shall also be liable to pay the service tax/any other applicable tax (as applicable from time to time) on the License fee/use and applicable from time to time) on the First Party.

(iii) However, the property taxes in respect of the said premises/allotted premises to be paid to the Pune Municipal Corporation or any appropriate authorities shall be paid by the First Party alone as applicable.

(iv) As aforesaid the quarterly License fee/use and occupation charges/compensation shall be paid on the 10th of first month of the quarter and any delay beyond that shall make the Second Party liable to pay an interest on the arrears of the fee or 5 % of cheque amount for the delayed arrears of the same is paid by the Second Party.

(v) The Second Party shall not stop or make any default delay in the quarterly payment to the First Party on account of any of its internal problems, disputes of any type and nature of whatsoever kind.

charges/ compensation quarterly or does the breach/non the payment of the said License fee, use and occupation under these presents. In the events the Second Party defaults in breach not Enhance of the terms and conditions record compliance of any of the terms and conditions mentioned notice for thirty (30) days to the Second Party for making the herein, the First Party shall be entitled to send a prior written or rectify/remedy the default/breach within the said notice cheque amount of the quarterly payment accrued thereon and payment of arrears together with the interest @ 5% of the 30\_days-without further required of any writing/document the License/permission on the expiry of the said notice period of period of 30 days the First Party shall be entitles to terminate

(c) If such default/breach occurs on the part of Party of the Second Party during the lock in period and the First Party terminates charges, compensation' found due and payable by the Second and dues towards quarterly license fee, use and occupation Party. The Second Party, in such case, shall clear all its arrears Party shall not be liable to pay any compensation to the Second the said License/permission then in such an event the First other person acting or claiming under the Second Party or on termination, the First Party shall be entitled to resume his security deposit lying with the First Party. On such a Party to First Party after adjusting the balance of the said possession on the said premises, without any hindrance/disputes/ objection from the Second Party or any

# (d) LICENSE FEE/USE COMPENSATION: AND OCCUPATION CHARGES/

The Second Party shall be obliged and responsible to pay from the commencement of the license period approved period, tenure, permission from 25th May 2021 to 25th



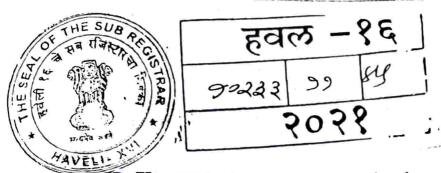
occupy the said varieties for a period of 59(Fifty Nine) months on which will commence w.e.f. 25th May 2021 to 25th April 2026, for the which will commend occupation charges compensation and on the tent and conditions hereinafter contained.

### NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREE BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- In pursuance of the said agreement and subject to Second  $p_{\rm art}$ paying regular use and occupation charges assurance an 1) covenants hereinaster reserved and contained, the First Party hereb grants to the Second Party and Second Party agrees to take from th First Party, a temporary, bare, non-transferable, non-assignable and non-heritable License/ Permission/allowed to use the said premise more particularly described in the schedule hereunder written or restricted and limited permission, on upon this and by virtue of this Joint Venture Agreement for the purpose of running School/Educational Institute as mentioned herein for a period of 59 (Fifty Nine) months only, commencing from 25th May 2021 to 25th "the said date of April 2026 (hereinaster reserred to as commencement").
- TERM: The term of the License/tenure/permission of this Leave & 2) License Agreement shall be for 59 months. The License/permission term shall commence from the said date of commencement as mentioned herein above i.e. 25th May 2021 to 25th April 2026.

#### LOCK IN PERIOD: 3)

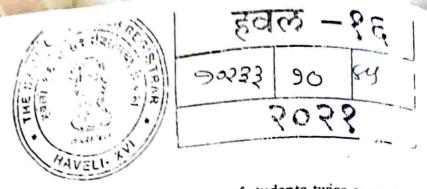
- Neither of the Party shall be entitled to terminate this agreement for the said period of 59 months
- this License/ terminate permission/tenure during the said term of 59 months except in Party shall not (b) The case of default by the Second Party in making regular payments of the said use and occupation charges/fees/Compensation including the service tax hereunder reserved and/or on



AND WHEKEAS the Second Party hereby represents and declare to the First Party that:

- i) It has verified all aspects of and relating to the said premises/school building, its suitability to the needs of the Second Party for running the School/Educational Institute therefrom and accepted the same and will not raise any requisitions.
- the said premises to be allowed as hereinafter stated will not tantamount to a tenancy or sub-tenancy and will not create tenancy, sub-tenancy and will also not create any Third Party interest or other similar right or interest in favor of the Second Party herein.
- iii) At no point of time, the Second Party will contend that the occupation of the said premises gives him any title or other similar right or interest to the Second Party in respect of the said premises or any part thereof other than a bare License/permission/approval.
- iv) The Second Party is not entitled to claim and will not claim protection of Maharashtra Rent Control Act 1999 or any statutory modification or reenactment thereof or any law subsisting or any law that may be enacted hereafter giving any protection to a Second Part or a tenant or Sub-tenant and that notwithstanding any change in laws, the rights and liabilities of the parties shall be governed as set out herein by the provision hereof.

AND WHEREAS relying upon the representations made by the Second Party to the First Party and believing the same to be true, the First Party has agreed to grant License/permission to the Second Party to use and



- i) To check the School Registers of students twice annually for students count/ strength, randomly on undecided dated, which should be accessible within 24 hours or request within school working hours and no examination days.
- ii) Access to Party No.2 financial records being bank statements maintained with Bank respect of tuition fee and other fee, balance sheet and profit and loss account/statements, same balance sheet and profit in IFRS reporting standards.
- iii) Any defects or failure in transparency in finance or students count will lead to termination of this Leave & License dt.25mMay 2021.
- registration fee to Party No.1 by Party No.2 will be allocated through cheques in favor of Joint Owners i.e. Mrs.

  NasimAsfanAlam, Mr. AsfanRizwanAlam, Mr. AsyaanAsfanAlam (son) and AzaanAsfanAlam (son) as both the sons being Joint Owners as well as aware to the writing of this Leave & License AND Joint Venture Agreement dt.25thMay 2021 and the same is to their knowledge and they agreed for the same.
- v) Each year payment to be done quarterly i.e. to say on 10June, 10 September, 10 December, and 10 March of each year respectively on the respective months.
  - 5% interest on the cheque amount will be levied in case of delay payment.
- vi) The Party No.1 through this Leave & License Agreement imposes permissibility to Party No. 2 to function only CBSE board School and its related programs in the said premises.



License/permitted/granted period r.e. ior 59 months commencing from 25thMay 2021.

- 4) An interest free refundable Security Deposit of Rs.15,00,000/-(Rupees Fifteen Lacs only) to be paid by Party No. 2, out of which Rs. 7,50,000/-(Rupees Seven Lacs Fifty thousand only) to be paid in favour of AqyaanAlam videcheque No. 068087 dt. 31/05/2021and Rs.7,50,000/- (Rupees Seven Lacs Fifty thousand only ) to be paid in favour of AsfanAlam, vide cheque no.068119 Dt.25/12/21 both drawn on Axis Bank, Kondhwa Branch, Pune, by Party No. 2 to Party No. 1 at the time of signing this agreement: The Party No:1 admits and acknowledges the same on the basis of this Leave & License dated 25thMay 2021. The Party No.1 will return/refund/repay interest free security deposit Amount to the Party No.2 on taking over exclusive vacant and peaceful repossession of the said premises mentioned in the said schedule, from Party No.2. In case of any loss or damages if being caused to the said premises its fixtures, fittings, appropriate charges for the loss or damages and all pending bills which may be due by the party No.2 as on, will be deducted from the security deposit held by the Party No.1 and the balance amount shall be returned/refunded to the Party No.2 after deduction of loss and damage charges and for the same the Party No.2 has agreed.
- Party No.2 will be entitled to pay Party No.1, 18% of the tuition fee & registration fee the students pay, upto the period of 59 months tenure period commencing from 25mMay 2021. RTE students concessions, sibling discounts, fee waiver and any other discounts will not be borne or considered by Party No.1 under any circumstances. The above, mentioned 18% will be strictly on students count/strength only and any concession or waivers given to the students in good faith will be borne by Party No.2 only/alone.
- 6) It is hereby agreed that the Party No.1 will preserve rights of Accountability either through herself or through her duly appointed and authorized person/s acting on her behalf as follows:

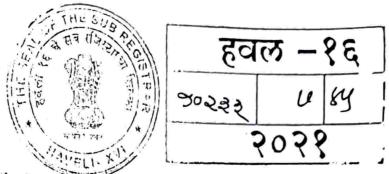


of the Second Party agreed to use, and occupy as user of said premises temporarily for 59 months. The said premises is more fully and specifically described in the Schedule hereinafter annexed, hereinafter called and referred to as the "SAID PREMISES".

WHEREAS, both the parties after their long discussion negotiated the terms and condition and finally decided to note it down into writing under the following manner.

# NOW THEREFORE THIS LEAVE AND LICENSE IS WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS APPENDED HEREIN BELOW:

- 1) This Leave and License Agreement made by and between the parties made and executed on 29<sup>TH</sup>day of July 2021 is terminating all previous agreements if so made by and between the Party No. 1 and Party No. 2.
- 2) Party No. 1 agrees to demise on to Party No. 2 and the Party No. 2 hereby accepts the said premises for a period of 59 months only temporarily with effect from 25thMay 2021 to 25thApril 2026 on the basis of the saidLeave & License AgreementDated 25thMay 2021 mentioned above.
- During the tenure of this agreement, Party No. 2 shall beObliged to pay Party No.1 from the commencement of this Leave & License 25th May fee/use Agreement from 2021. license occupationcharges (at 18% of the tuition fee& registration fee collected) from every student i.e. (Rs. 75,00,000/) (Rupees Seventy Five Lacs only) (or 18 % of the total collection per yearincluding the increase of students every year and increase in the feestructure. unconcerned or not deducting any amount that is discounted or waived by the Party No. 2 for the students. The payment is to be made in four quarters, i.e. 10 June, 10 September, 10 December the and 10 March of each year respectively



WHEREAS the Party of the First Part i.e. (1) Mr. Assan Rizwan Alam, (2) Mrs. Nasim Assan Alam, (3) Mr. Aqyaan Assan Alam and (4) Mr. Azaan Assan Alam and No. 3 Mr. Aqyaan and No.4 Mr. Azaan are the sons of Nos 1 and 2 and they are also Joint and Lawful owners in respect of property i.e. to say Plot admeasuring 0 H. 25 R. with a building constructed and standing thereon, this Building is comprising Ground Plus 03 Storey/floors i.e. 52000 sq.fts. built-up Ground Floor, 1st Floor, 2nd Floor, and 3rd Floor, situated at Survey No. 44, Hissa No.1, Wadachiwadi Road at Village Undri, Pune - 411028 and the same is in use, occupation and absolute possession of Joint-Owners situated within the limits of extended area of Pune Municipal Corporation with adjoining playground area admeasuring 13,500 sq.fts. which is part and parcel of this property, hereinaster for brevity sake well and sufficiently posses by the said Joint Owners.

Hereinafter called and referred to as "THE SAID PREMISES".

AND WHEREAS the Party of the Second Partwas in dire need and also in diligent search of suitable and spacious place temporarily for running/functioning their Educational Institute/School for imparting education to all casts students in English Medium the said school/educational institute is better known and recognized as RIMS INTERNATIONAL SCHOOL, (CBSE BOARD) having Registration No. E -20992. Therefore The Party of the Second Part has approached the Party of the First Part with a request to permit him/them to grant License/Permission towards Southern side of said property i.e. to say the Building 'A' which comprises Ground Plus 03 Storey/floor i.e. to say 1x, 2nd and 3rd floor, situated at Survey No. 44, Hissa No.1, Wadachiwadi Road at Village Undri, Pune - 411028, situated within the limits of Pune Municipal Corporation (Extended area) along with play ground area adm. 13,500 sq.fts. to run and function their Educational Institute/ School for a period of (59) months without granting or transferring any estate. interest, right, title, claim of any type or kind or whatsoever nature therein EXCEPT and ONLY/MERE as Permissive user of said premises which the Party of the First Party/Owners agreed to do so and the Party



THIS LEAVE AND LICENSE AGREEMENT IS MADE EXECUTED AT PUNE ON THIS 25 DAY OF JULY, 2021 AT PUNE AND

#### BETWEEN

1) MR. ASFAN RIZWAN ALAM

Age - 68 Years, Occ.: Business,

Present address at Aboard 
Director Agape Outreach, UK.

11A/15, Linwood Road, Handsworth,

Birmingham B-21 9JG, UK.

Through his P.O.A. Holder

MRS. NASIM ASFAN ALAM.

2) MRS. NASIM ASFAN ALAM

Age - 60 Years, Occupation: Educationist

R/at - Phase - 1, Essenseia Society,

B-303, KondhwaBudhruk, Pune - 411048

Hereinafter Jointly called and referred to as "THE OWNERS".

(which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include the Owners themselves their legal heirs, executors, administrators, successor-in-title, assigns, representatives, Power of attorney holder etc. etc.)

.....The Party of The First Part.

#### AND

"RIMS INTERNATIONAL SCHOOL (CBSE)"
Through its one of the Managing Trustee
MR. MUSEEB A. RAIS

Age - 68 Years, Occ.: Service & Managing Trustee R/at - B-112, Oxford Village,
Wanowari, Pune - 411048

Hereinaster called and reserved to as "THE TEMPORARY USER OF PREMISES/TEMPORARY OCCUPIER OF PREMISES"

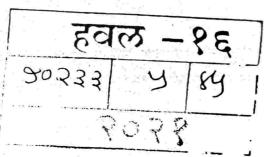
(which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include the Managing Trustee himself, his other Trustees, administrators, executors, assigns their respect legal

.....The Party Of The Second Part.



#### Department of Stamp & Registration, Maharashtra Receipt of Document Handling Charges 28/07/2021 Date 2807202111011 PRN Received from RIMS INTERNATIONAL SCHOOL THR MANAGING TRUSTEE MUSEEB A RAIS, Mobile number 8605117712, an amount of Rs.900/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office S.R. Haveli 1 of the District Pune. Payment Details 28/07/2021 Date MAHB Bank Name 007793168 REF No. 10004152021072809021 Bank CIN This is computer generated receipt, hence no signature is required.



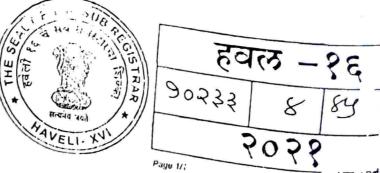




#### CHALLAN MTR Form Number-6

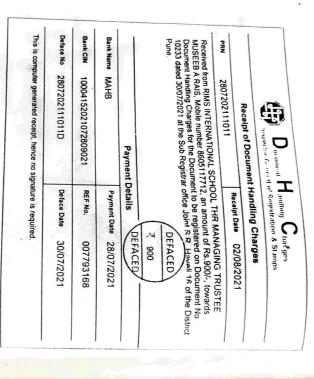
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