

LEASE DEED

This LEASE DEED is made and executed at PUNE on this 03rd day of NOV Two Thousand and Fifteen (2015).

BETWEEN

Magarpatta Township Development & Construction Company Limited, a Company registered under the Companies Act, 1956, represented by its Director/Authorised Signatory, Mr. Satish Magar and having its Registered Office at 2nd floor, Mega Space, Sholapur Bazar Road, Off East Street, Camp, Pune -411001, having CIN U45201MH1994PLC082257 AND PAN AABCM2461K hereinafter referred to as 'Lessors' (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the ONE PART;

AND

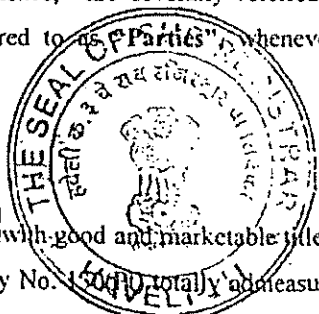
Empire Foundation, a Public Charitable Trust duly registered with the office of the Charity Commissioner under the provisions of the Bombay Public Trusts Act 1950 under the Registration No. E-26236 (M), having its office at City Survey No. 104-E, Near Aster Society, Fire Brigade Road, Opp. Oberoi Mall, Dindoshi Mall (E), Mumbai-400 063, through its Trustees Mr. Vispi Vesuna, hereinafter called "the Lessee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the persons above named and survivors or survivor of them and other trustees or trustee for the time being of the said trust and the heirs, executors and administrators of the last surviving trustees and their or his/her assigns) of the OTHER PART.



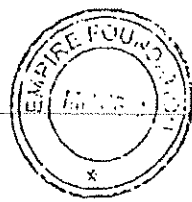
The Parties herein, for the sake of brevity and convenience, are severally referred to as "Lessors" and "Lessees" respectively and jointly referred to as "Parties" whenever and wherever the context so requires.

WHEREAS

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A. The Lessors are seized of and having ownership rights with good and marketable title in the part and parcel of the land situate at and being Survey No. 504 (part) totally admeasuring of 64,584 Sq. Ft. (hereinafter referred to as "the said Land") and building constructed thereon admeasuring 88,415 Sq. Ft., numbered as MP4 (Educational Complex), at Magarpatta City, Hadapsar, Pune 411 028, (hereinafter referred to as "the Building") as more particularly described in the Schedule-A herein attached and delineated in the Plan attached as Annexure-I.



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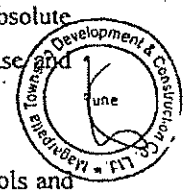
B. The Lessors have obtained the requisite No Objection Certificate under the provisions of The Urban Land (Ceiling & Regulation) Act. 1976 from the Additional Collector & Competent Authority, Department of Urban Land Ceiling, Pune vide its Order No. ULC/K.1/T.No.7/59/1998 dated 26.5.1998 having exempted the larger property, including the said Land, from the purview of the said ULC Act. 1976.

C. The Lessors have obtained the Order bearing No. PMH/NA/SR/727/2008 dated 28.01.2009 from the District Collector, Revenue Department, Pune for the conversion of the said Land, from Agricultural to Non-Agricultural use.

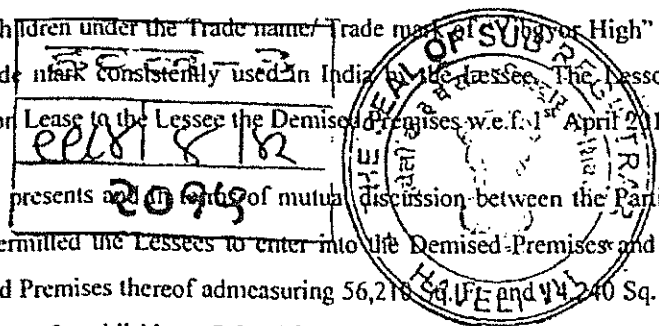
D. Pursuant to such grant of Orders/Permissions, as above, the Lessors have constructed the said Building being the Educational Complex after obtaining necessary approvals/permissions and commencement certificate from the Pune Municipal Corporation, Pune on 27.10.2008. The Lessors have subsequently obtained the Building Completion Certificate bearing No. 129 dated 25.06.2010.

E. The Lessee has expressed its intention to take on lease a total area of 56,210 sq. ft. of the Building which is situated at Survey No. 130 (Pt) Magarpatta City, Hadapsar, Pune 411028 (hereinafter referred to as "the Demised Premises") from the Lessor for a term of 30 years i.e. commencing from 1st April 2015 till 31st March 2045.

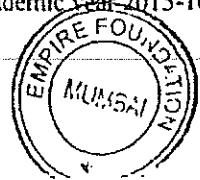
F. The Lessors have represented that the said Demised Premises is free from any kind of encumbrances, charge, lien, mortgage, tenancy, whatsoever and not subject to lis-pendens, any attachment for recovery of taxes or reservation of any nature whatsoever and any acquisition and/or requisition proceedings of any nature whatsoever and they have absolute authority and are entitled to grant the said Demised Premises to any person on Lease and there is no prohibition to demise the same as provided hereunder.



G. The Lessees herein are, inter alia, in the business of establishing and promoting schools and educational institutions and being in need of suitable land and buildings to establish such school and/or educational institutions in Pune, and relying upon the aforesaid representations made by the Lessors, have approached the Lessors to grant the Demised Premises on Lease to the Lessees together with any future additional building/additional floors suitable for schools/educational institutions, if permitted/ constructed thereon for the purpose of running and operating a school for children under the Trade name/ Trade mark of "Surya or High" or any other Trade name/ Trade mark consistently used in India by the Lessees. The Lessors herein have agreed to grant on Lease to the Lessee the Demised Premises w.e.f. 1st April 2015.



H. Pending execution of these presents and in pursuance of mutual discussion between the Parties hereto, the Lessors have permitted the Lessees to enter into the Demised Premises and to occupy and use the Demised Premises thereof admeasuring 56,210 Sq. Ft. and 44,240 Sq. Ft. Parking space for the purposes of establishing a School for the academic year 2015-16.



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1. The Parties now, therefore, deem it necessary to reduce into writing such terms and conditions as hereunder.

NOW THIS LEASE DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. SUBJECT MATTER OF LEASE

a) In consideration of the lease rentals to be paid and the covenants and conditions hereunder to be observed, the Lessors hereby grant and demise unto the Lessees and the Lessees hereby accept from the Lessors the Demised Premises having total built up area of 56,210 sq.ft. (Fifty Six Thousand Two Hundred and Ten only) on Lease together with all that piece and parcel of the said Land admeasuring 64,584 Sq. Ft. bearing Survey No. 130(Part) situated at Magarpatta City, Hadapsar, Pune 411 028 in the registration district of Haveli No. III Pune forming part of the said Building numbered as MP-4 (Educational Complex) and more particularly described in SCHEDULE-A hereunder (hereinafter called and referred to as the "Demised Premises") and delineated in RED INK in the Plan annexed hereto as "Annexure 1"

(b) In the event additional FSI is granted by the Regulating Authorities, based on the Lessee's requirement the Lessor will construct the additional FSI (subject to structural approval from Lessor's architect) and demise the same to the Lessees on Lease by a separate Lease Deed.

(c) The available Parking space, be it at the Lower Ground Level or Open at the Demised Premises shall be for the exclusive use of the Lessees.

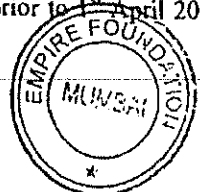
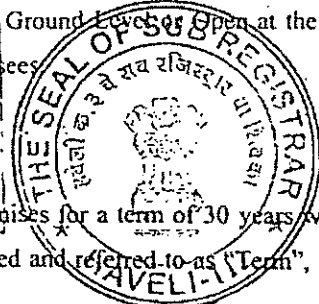
2. TERM

a) The Lessors grant and demise the Demised Premises for a term of 30 years v. e. f., 01 April, 2015 to 31st March, 2045 hereinafter called and referred to as "Term", subject to earlier determination as hereinafter provided.

b) The Parties can mutually agree and seek renewal of the Lease of the Demised Premises for a further period, on mutually agreed terms and conditions, provided the Lessees shall notify the Lessors in writing regarding the renewal request atleast 1 (One) year prior to the expiry of the Term of the Lease to enable to have the necessary discussions regarding the renewal terms. Every renewal of the Lease shall be effected by a fresh Lease Deed to be executed between the Parties and registered at the cost of the Lessees.

c) The Lessors has already completed the unfinished area/amenities such as Amphitheatre, finishing of part of third floor as per the sanctioned Plans,. The Lessor has also repaired and fixed the structural work/damaged external walls etc. prior to 1st April 2015 and the Lessee confirms the same.

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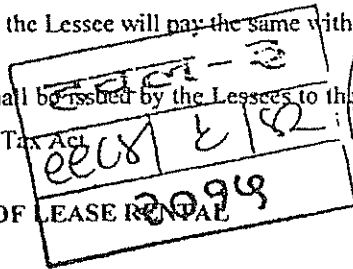
3. LEASE RENTAL & EXCLUSIVITY

- a) In consideration of the Lessors granting the Lease of the Demised Premises, the Lessees shall pay to the Lessors a lease rental of Rs. 1,686,300/- (Rupees Sixteen Lakh Eighty Six Thousand Three Hundred only) per month w.e.f. 1st April 2015. Such lease rental payment by the Lessees to the Lessor will be free and clear of all deductions save and except deduction towards TDS under the provisions of the Income Tax Act, 1961 or statutory modifications or amendments or re-enactment thereof, and shall be due and payable by the Lessees to the Lessors on or before 5th (Fifth) of every month in advance. Such lease rental shall be inclusive of compensation for Amenities to be provided by the Lessors, any other statutory levies, taxes (applicable on the Demised Premises), property taxes (present and future) but will exclude all consumption charges and additional security deposit, if any, with respect to Water and Electricity. The Service Tax or any other taxes, present or future, if applicable, on the Rent shall also be borne and paid by the Lessee.
- b) In case of any delay in payment of lease rental by the Lessees, without prejudice to all other rights of recovery thereof available to the Lessors, the Lessees shall be liable to pay interest calculated @ 18% per annum on such outstanding amount for the period of such delay. The Lessor will raise the invoice for such interest payable by the Lessee on the day of delay in payment of lease rental and the Lessee will pay the same within 7 days.
- c) TDS certificate shall be issued by the Lessees to the Lessors within the period stipulated as per the Income Tax Act.

4. ESCALATION OF LEASE RENTAL

- a) The Parties mutually agree that upon completion of every Three (3) years of the Term the aforesaid lease rentals shall be subject to escalation calculated @ Ten (10) % on the then prevailing lease rentals.
- b) For the sake of convenience and to avoid confusion the Lessees shall pay the lease rentals every month in advance as enumerated here-in-below which concurs with the aforesaid escalation during the Lease Term:

Years	Rate	sq. ft.	Amount	Monthly
Apr'2015-Mar'2016	30.00	56,210.00	20,235,600	1,686,300
Apr'2016-Mar'2017	30.00	56,210.00	20,235,600	1,686,300
Apr'2017-Mar'2018	30.00	56,210.00	20,235,600	1,686,300
Apr'2018-Mar'2019	33.00	56,210.00	22,259,160	1,854,930
Apr'2019-Mar'2020	33.00	56,210.00	22,259,160	1,854,930

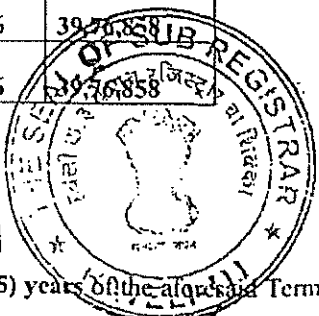


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Apr'2020-Mar'2021	33.00	56,210.00	22,259,160	1,854,930
Apr'2021-Mar'2022	36.30	56,210.00	24,485,076	2,040,423
Apr'2022-Mar'2023	36.30	56,210.00	24,485,076	2,040,423
Apr'2023-Mar'2024	36.30	56,210.00	24,485,076	2,040,423
Apr'2024-Mar'2025	39.93	56,210.00	26,933,580	2,244,465
Apr'2025-Mar'2026	39.93	56,210.00	26,933,580	2,244,465
Apr'2026-Mar'2027	39.93	56,210.00	26,933,580	2,244,465
Apr'2027-Mar'2028	43.92	56,210.00	29,624,916	24,68,743
Apr'2028-Mar'2029	43.92	56,210.00	29,624,916	24,68,743
Apr'2029-Mar'2030	43.92	56,210.00	29,624,916	24,68,743
Apr'2030-Mar'2031	48.32	56,210.00	32,592,804	27,16,067
Apr'2031-Mar'2032	48.32	56,210.00	32,592,804	27,16,067
Apr'2032-Mar'2033	48.32	56,210.00	32,592,804	27,16,067
Apr'2033-Mar'2034	53.15	56,210.00	35,850,744	29,87,562
Apr'2034-Mar'2035	53.15	56,210.00	35,850,744	29,87,562
Apr'2035-Mar'2036	53.15	56,210.00	35,850,744	29,87,562
Apr'2036-Mar'2037	58.47	56,210.00	39,439,188	32,86,599
Apr'2037-Mar'2038	58.47	56,210.00	39,439,188	32,86,599
Apr'2038-Mar'2039	58.47	56,210.00	39,439,188	32,86,599
Apr'2039-Mar'2040	64.32	56,210.00	43,385,124	36,15,427
Apr'2040-Mar'2041	64.32	56,210.00	43,385,124	36,15,427
Apr'2041-Mar'2042	64.32	56,210.00	43,385,124	36,15,427
Apr'2042-Mar'2043	70.75	56,210.00	47,722,296	39,76,858
Apr'2043-Mar'2044	70.75	56,210.00	47,722,296	39,76,858
Apr'2044-Mar'2045	70.75	56,210.00	47,722,296	39,76,858



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5. LOCK IN PERIOD

a) It is agreed between the Parties hereto that the first Five (5) years of the agreed Term shall be the Lock-in period as far as Lessees are concerned and further that they shall not



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terminate this Lease Deed during the Lock-in Period except in the following circumstances

- i) On Payment of the Rent for the balance lock-in period, in which case, the Interest-free Refundable Security Deposit amount shall be refunded by the Lessor after the entire Rent has been received for the remaining Lock-in Period and the Lessee simultaneously handing over vacant and peaceful possession to the Lessor herein.
- ii) Breach or default on the part of the Lessor of the covenants, obligations and conditions as stated in this Lease Deed, in which case no Rent for the remaining lock in period shall be deducted by the Lessor from the Interest free Refundable Security Deposit Notwithstanding anything contained herein, in the event of Lessor committing breach of any of its covenants, obligations and conditions contained in this Deed then the Lessee shall give the Lessor a written notice of at 30 (Thirty) days to remedy the material breach and in case the Lessor fails to remedy such breach within the aforesaid notice period then the Lessee shall be entitled to terminate this Deed, without paying rental for the remaining lock in period and the Lessor shall refund the entire said 'Interest Free Refundable Security Deposit', after deduction of dues, if any, simultaneously on the Lessee handing over vacant and peaceful possession of the Demised Premises to the Lessor; or
- iii. Event of Force Majeure as stated in Clause 24 here-in-below, in which case no Rent for the remaining lock in period shall be deducted by the Lessor from the Interest free Refundable Security Deposit.

6. SECURITY DEPOSIT

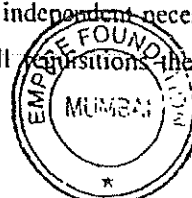
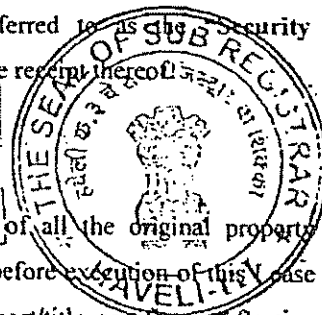
- a) The Lessee has deposited with the Lessors an amount of Rs. 20,235,600/- (Rupees Two Crore Two Lakh Thirty Five Thousand Six Hundred only) as and by way of refundable interest-free security deposit (hereinafter called and referred to as the Security Deposit") and the Lessors do hereby admit and acknowledge receipt thereof.

7. TITLE DEEDS

- a) The Lessors have already provided legible photocopies of all the original property documents of the Demised Premises to the Lessees on or before execution of this Lease Deed. The Lessors have already provided title search report/title certificate reflecting their clear and marketable title-on-the Demised Premises from their Advocates and Solicitors on or before the execution of this Lease Deed.
- b) The Lessors further requested the Lessees to carry out independent necessary search by appointing their own Advocate and have answered all requisitions. The Lessee's have



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raised regarding the title and the nature of the title and the Lessees have satisfied themselves in respect of the Lessor's title to the Demised Premises.

8. RIGHT OF FIRST REFUSAL / LESSORS' RIGHT TO SELL/ MORTGAGE

a) In the event the Lessors desire to sell, transfer or otherwise dispose off the Demised Premises or any portion(s) thereof, they shall give the First Right of Refusal (FRR) to the Lessees and on Lessees' refusal to purchase the Demised Premises within the period stipulated hereunder, the Lessors shall be entitled to sell, transfer or otherwise dispose off the Demised Premises to any person/ third party subject to what is stated under Clause 10 (c) below. The Lessors shall issue an advance notice to the Lessees, communicating their intention to sell, transfer or otherwise dispose off the Demised Premises thereof including the commercial terms thereof and the Lessees shall have the option to exercise the said Right of First Refusal within 15 (Fifteen) days from the date of receipt of such notice.

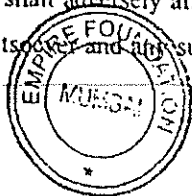
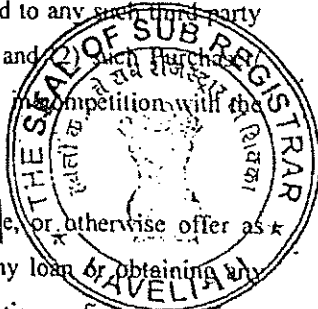
b) In the event the Lessees are unable to revert within the stipulated period or match the commercial terms indicated by the Lessors and opt not to purchase the Demised Premises then the FRR would become void. The Lessors shall then be entitled, without reference to the Lessees, to sell/ convey the Demised Premises so long as the Lessees' rights as a tenant in this Lease Deed are not adversely prejudiced and that the intending transferee(s) confirm the same and attorn to this Lease. Provided that the party obtaining any interest in the Demised Premises shall within 15 days from the date obtaining the interest in the Demised Premises, provide a written undertaking to the Lessee agreeing to abide by this Deed.

In such an event, the Lessors shall ensure that the Security Deposit shall be transferred to such third party and the third party shall accept and abide by the terms and conditions of this Lease Deed. The Lessees hereby confirm that they shall not object to any such sale/transfer, provided such sale does not affect the rights of the Lessee granted under this Lease Deed and subject to a clear undertaking from the transferee/ third party to honor the terms and conditions of this Lease Deed including that of refund of the Security Deposit and subject to the condition that (1) the commercial terms offered to any such third party should not be less than what was offered first to the Lessees, and (2) such Purchaser/ Assignee/ shall not be a person or entity in business or activity in competition with the commercial or business interests of the Lessees.

c) The Lessors shall also be entitled to create a mortgage, charge, or otherwise offer as security the Demised Premises for the purpose of borrowing any loan or obtaining any financial facility from any party including bank, financial institution or finance company provided that no such mortgage, charge or other security shall adversely affect the rights of the Lessees under this Lease Deed in any manner whatsoever and any such mortgage,



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charge or other security shall always be subject to the rights of the Lessees under this Lease Deed.

9. COMPLETION AND HANDING OVER OF POSSESSION OF DEMISED PREMISES

- a) The Lessors have delivered vacant and peaceful possession of the Demised Premises together with agreed Amenities, in fully functional condition on 1st April 2015.

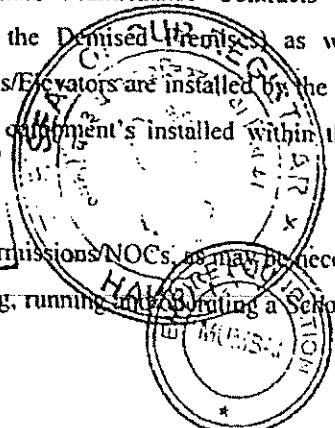
10. LESSEES' COVENANTS

The Lessees hereby covenant with the Lessors as follows:

- a) To pay regularly and without any default to the Lessors the lease rentals reserved in the manner provided above; the Lessee hereby confirms that delay in payment of rent will attract penal interest of 18% and delay for 2 months consequently will be considered as material default.
- b) To bear, pay timely and discharge the charges for consumption of water and electricity payable in respect of the Demised Premises which may at any time during the continuance of this Lease, be imposed, assessed and charged on the Demised Premises by the concerned authorities / Lessors and lease rentals reserved hereinabove is exclusive of such payments except as may have expressly been provided otherwise herein; the Lessee hereby confirms that delay in payment of consumption charges will attract penal interest of 18% and delay for 2 months consequently will be considered as material default.
- c) To use the Demised Premises only for the purpose of running and operating a School for children under the Trade name/ Trade mark of "Vibgyor High" or any other Trade name/ Trade mark consistently used in India by the Lessee.
- d) To bear, pay and discharge all taxes, levies etc., with respect to its business activities carried out from the Demised Premises.
- e) To bear, pay and discharge Service Tax or any other tax present or future, if applicable, on the lease rentals / charges for consumption being paid to the Lessors.
- f) To bear and pay expenses on daily/ regular upkeep and maintenance of the Demised Premises including those relating to Annual Maintenance Contracts for, Diesel Generating Set (if separately installed in the Demised Premises) as well as Lift Maintenance Charges (as and when such Lifts/Elevators are installed by the Lessors and handed over to the Lessee) and any other equipment's installed within the Demised Premises.
- g) To obtain all statutory approvals, licences, permissions/NOCs, as may be necessary under the prevailing/ any future law, for establishing, running and operating a School/ from the



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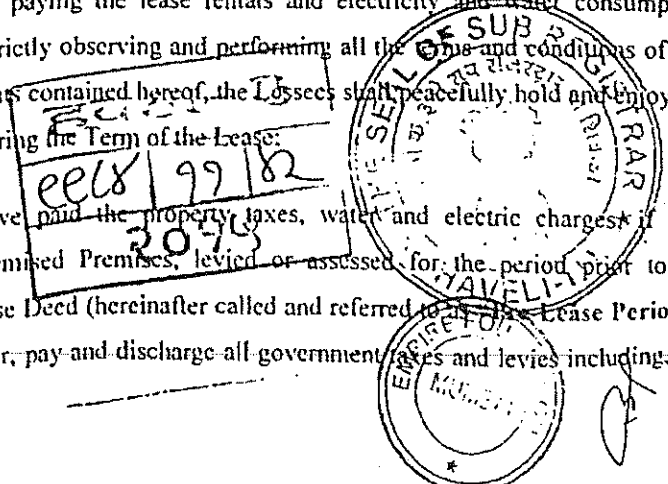
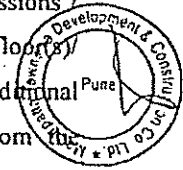
Demised Premises prior to commencing operations from the Demised Premises and also to pay all such charges to the concerned authorities from time to time.

- h) The Lessees have the right to make internal changes to the class room layouts within the Demised Premises albeit at their own cost and risk and provided they obtain the necessary approval/permission, if required, for such changes from the requisite authorities.

11. LESSORS' COVENANTS

The Lessors hereby covenant with the Lessees as follows:

- a) That the Lessors have good, clear and marketable/alienable title to the Demised Premises and have full power and absolute authority to demise or grant lease of the Demised Premises unto the Lessees and that no other person or entity has any right, title or interest in respect of the Demised Premises or any part thereof;
- b) That the Demised Premises is not subject to any encumbrances, charges, mortgages, lien, tenancy and/or any kind of easementary rights;
- c) That the Demised Premises is not subject to any attachment or recovery of tax proceedings, reservation of any nature whatsoever, lis-pendens, any acquisition and/or requisition proceedings;
- d) That in the event there is additional FSI applicable/available on the Demised Premises and based upon Lessees' requirement, to obtain all the necessary orders / permissions / exemptions/ consents from the concerned authorities to construct additional floor(s) building and to obtain sanctions and approvals for plans and drawings of such additional construction as per the specifications of the Lessees subject to approval from the Structural Architect/Consultant of the Lessors and provide the same on Lease at the same lease rentals as mentioned in these presents including escalation thereof as agreed to hereinabove; provided the specifications given by the Lessee are consistent with the specifications provided in the Demised premises. In the event the Lessee revises the specifications the lease rentals would be revised accordingly.
- e) That on the Lessees paying the lease rentals and electricity and water consumption charges timely and strictly observing and performing all the ~~one~~ ^{terms and conditions} of this Deed and the covenants contained hereof, the Lessees shall peacefully hold and enjoy the Demised Premises during the Term of the Lease:
- i) That the Lessors have ~~paid~~ the property taxes, water and electric charges* if any, pertaining to the Demised Premises, levied or assessed for the period prior to the execution of this Lease Deed (hereinafter called and referred to as "Lease Period"). The Lessors shall bear, pay and discharge all government taxes and levies including, but



not limited to, property tax, rates, taxes, levies, cesses, statutory dues and other assessments, including escalations, if any, made by Municipal Corporation of Pune and such other concerned local authorities, with respect to the Demised Premises during the Term of this Lease. The Lessees shall not in any manner be liable or responsible to pay any lease rentals and arrears of property taxes, water and electric charges for the Pre-Lease Period and/or the property taxes and such other taxes levied or assessed during the Term of this lease, at any point of time. However, in case the Lessors have failed/defaulted/neglected to pay arrears of the property taxes, water and electric charges for the Pre-Lease Period and/or property taxes or any such other taxes levied or assessed during the Term of this lease, the Lessees shall have the liberty to remit the same to the concerned authorities and after submitting a detailed statement alongwith Invoices for the same to the Lessors, deduct such approved amounts so remitted from the lease rentals payable to the Lessors;

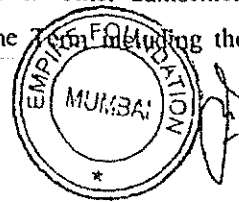
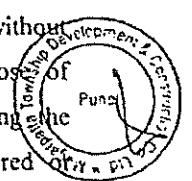
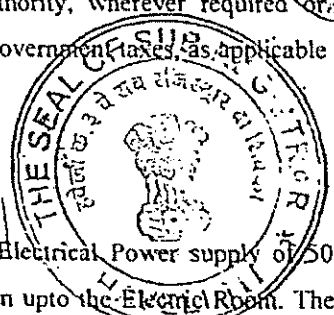
j) To sign all such deeds, undertakings, applications, consents, forms, statements, understandings, documents, NOCs and/or papers as may be necessary to be signed by the Lessors as required, to be submitted to the Government of Maharashtra, Municipal Corporation of Pune and/or concerned Development Authority or any other authorities including Affiliation Bodies such as CBSE, ICSE, IGCSE etc., to establish and promote such schools from the Demised Premises by the Lessees ;

k) To ensure that the Lessees shall have the right to put up, affix, place, display or exhibit its name, board, sign boards, neon signs and other sign boards with respect to its business/activity and such other advertisements on any part in and on the Demised Premises as the Lessees may deem appropriate after discussions with the Lessors without paying any additional amount/rent/remuneration to the Lessors, for the purpose of running/operating schools and other education related activities after obtaining the requisite permission/ approvals from the concerned authority, wherever required necessary, at the Lessee's cost and risk. Any municipal/government taxes, as applicable thereupon shall also be borne by the Lessees.

12. POWER

(a) The Lessors shall provide the Demised Premises with Electrical Power supply of 50 KVA, along with Transformer, cabling and its installation upto the Electric Room. The amounts required to be paid as Security deposit for the load and any enhancement thereof or additional deposits or any other demands of payments by such authorities for supply of power, the same shall be borne entirely by the Lessees. The Lessees shall, also bear and remit the electricity consumption charges, at actuals directly to Maharashtra State Electricity Distribution Co Ltd (MSEDCL) /Board or such other authorities/service provider in accordance with the bills received during the Term including the fit-out period.

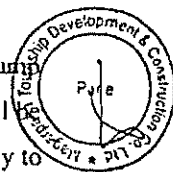
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- (b) In case of any enhancement or additional load requirement of the Lessees, the Lessees shall alone be responsible to have it obtained by paying additional deposit, if any, to such Service Provider.
- (c) In addition to the above, the Lessors have provided 100% Power back-up by a Common Diesel Power Generator Set with connected load of 50 KVA for the Demised Premises. The consumption charges for this back-up electricity supply will be billed by the Lessors to the Lessees on a monthly basis and shall be payable within Seven (7) days from the date of receipt of the Invoice. In case of there is any delay in payment of such consumption charges, without prejudice to all other rights of recovery of the Lessor, the Lessees shall be liable to pay interest thereon @ 18% p.a. for the period of delay.
- (d) If due to the additional load requirement of the Lessees, the back-up requirement enhances, the same shall be undertaken by the Lessees at their own cost and risk (including Air Conditioning load).
- (e) The usage/consumption of electricity will be monitored by the meter and the Lessees shall bear and pay such consumption charges directly to MSEDCL/Service Provider.
- (f) In addition to the above, there is a provision for the installation of a dedicated independent DG Set at the Demised Premises if the Lessees wish to purchase and install the same at its own costs. In such an event, the Lessees shall alone be responsible for the running and maintenance of the same and bear all - costs including running & consumption charges.

13. WATER

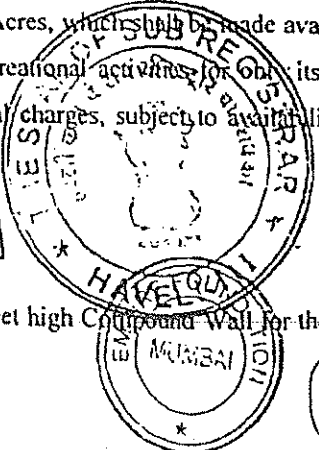
The Lessors shall provide a dedicated potable water connection with Water Storage Summ as well Overhead Tank at the Demised Premises, however, the deposit for the same will be borne by the Lessees. The Lessees shall also remit the water charges, at actuals, directly to Pune Municipal Corporation/MWSSB or the Lessor, as the case may be, in accordance with the bills received during the Term including fit-out period.



14. PLAY GROUND

The Lessors have created an access from the Demised Premises to the adjoining Playground totally admeasuring about Seven (7) Acres, which shall be made available for the use of the Lessees to conduct sports and recreational activities for only its students during school timings only without any additional charges, subject to availability of the Playground.

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15. COMPOUND WALL

The Demised Premises is enclosed by a 6 (Six) Feet high Compound Wall for the security

of the children and other inmates of the Demised Premises at the cost of the Lessors.

16. ROAD

The Lessors have provided paver blocks on the internal road within the Demised Premises as well as an approach road to the Demised Premises from the main access road.

17. SWIMMING POOL & GYMNASIUM

- a) The Lessees at its will can build a swimming pool at its own costs & expenses within the Demised Premises subject to obtaining prior written consent from the Lessors as well as requisite sanctions/permissions/consents from the regulating authorities.
- b) The Lessors shall allow or permit the students of the School of the Lessees to use the amenities of the Gymkhana currently present and operated by the Lessors in Magarpatta City at a mutually agreed annual cost.

18. REPAIRS AND ALTERATIONS

- a) The Lessees shall be required to ensure the day to day maintenance and upkeep of the Demised Premises. The Lessees agree to maintain the Demised Premises in wind and water tight condition and take all preventive and curative steps to affect all repairs thereto, including prevention of any leakage and also carry out general pest control and termite treatment to the Demised Premises, and on expiry or earlier termination of the Lease, the Demised Premises shall be returnable in the good order and condition, subject to normal wear and tear to the Demised Premises occurred during the Lease and other provisions contained herein.
- b) All minor repairs to the Demised Premises (maintenance of inside walls, ceiling and flooring and tenant improvements, if any, which the Lessees may install at its own cost and expense shall be carried out by the Lessees at its own cost and expense.
- c) The Lessor shall carry out all major and/or structural repairs of the Demised Premises and shall be required to ensure repairs or replacements to the Structural elements of the Demised Premises provided such repairs are not required due to any act of the Lessee.
- d) The Lessees shall be entitled to undertake fit-outs within the Demised Premises, including installations of fittings and fixtures, ~~making of divisions, false ceiling, lighting etc.~~ provided that the Lessees shall not be entitled to make any structural changes to the Demised Premises.

19. USE OF THE DEMISED PREMISES

- a) During the Lease, the Lessees shall:
 - i) Not store or allowed to be stored in the Demised Premises, any combustible or hazardous material at any time;

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- ii) Other than normal wear and tear, not cause any damage to the Demised Premises.
 - iii) Allow Lessors inspection of the Demised Premises during school timings provided one day's advance written intimation for the same is given.
 - iv) The Lessees shall not do or permit anything to be done in the Demised Premises which is likely to be a nuisance or annoyance to the other neighbors or which is likely to cause damage to the Demised Premises or any part thereof.
- b) The Lessors shall assist the Lessees in obtaining any approvals and/or consents on behalf of Lessees that may be required in order for the Lessee to use the Demised Premises for operating a School at the Lessee's cost and risk.

20. CONFIDENTIALITY

Lessees shall not make any announcement or publicity concerning this Deed or any matter ancillary thereto, except where it is obliged under Law without the prior written consent of Lessors and Lessees shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Lessors, its Affiliates and their employees, agents, contractors and clients, without the prior written consent of Lessors.

21. INSURANCE

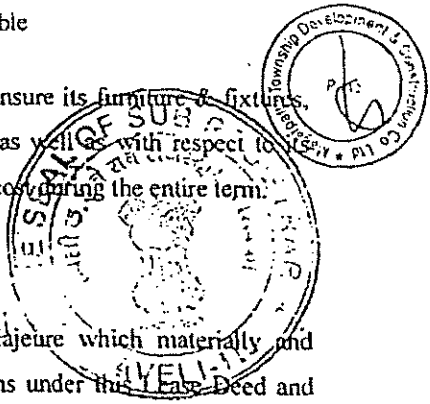
The Lessors shall at all times during the Lease, keep the Demised Premises insured against any structural damage, damage by fire, earthquake, riots and other risks at its own cost for the entire value of the Demised Premises. Such insurance shall be a general all risks insurance that would be expected to be obtained in respect of a high quality commercial facility with only regular, commercially acceptable exclusions. It is agreed between the Parties hereto that the claim amount, if any, so received from the insurance company shall be fully utilised to restore the said Demised Premises to its original condition as far as possible

On the other hand, the Lessees would be solely responsible to insure its furniture & fixtures, equipment's and other valuables installed within the Premises as well as with respect to employees deployed in the Demised Premises at its own cost during the entire term.

22. FORCE MAJEURE

- a) Neither party shall be liable for any Event of Force-Majeure which materially and adversely affects such Party's performance of its obligations under this Lease Deed and which
- i. is beyond the reasonable control of such Party;
 - ii. cannot by exercise of reasonable diligence be prevented or caused to be prevented; or
 - iii. cannot be prevented or overcome despite the adoption of reasonable precautions and alternative measures.

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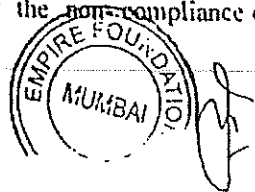
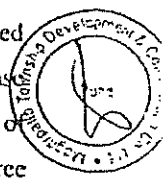
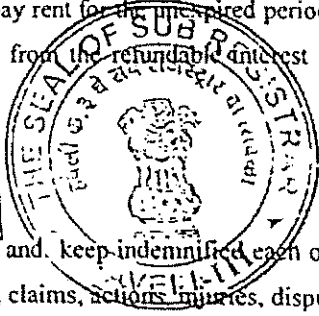


- b) An Event of Force Majeure means (a) an Act of God, that is, any fire, drought, flood, earthquake, landslide, storm or other natural disaster; (b) an act of war, invasion, armed conflict, hostile act of foreign enemy, revolution, riot, insurrection, civil commotion or act of terrorism; (c) any explosion, fire, blockade, breakdown or other accident not caused due to negligence or failure to take due care or to comply with the terms of this Lease Deed.
- c) In the event of the occurrence of any Event of Force Majeure, such of the obligations that cannot be performed shall be suspended during the period of the Event of Force Majeure. The party concerned shall immediately communicate to the other party the existence of such Event of Force Majeure and use best efforts to alleviate the difficulty caused by such Event of Force Majeure. It is clarified, however, that in any such event of Force Majeure, the Lessors shall not be entitled to take any unilateral action requiring the Lessees to vacate the Demised Premises for any period of time unless there is a Government or Municipal order requiring the same and shall take necessary steps in consultation with the Lessees as far as possible.
- d) It is specifically agreed between the Parties hereto that as a consequence of the Event of Force Majeure the Lessors are not able to reinstate the Demised Premises to the original state and the Lessees are unable to occupy and use the Demised Premises for a continuous period of 90 [Ninety] days, notwithstanding anything contained in this Lease Deed and without prejudice to any other right or remedy available to the Lessees under the law or this Lease Deed, the Lessees shall have the right to forthwith terminate the Lease Deed and the amount of Interest Free Refundable Security Deposit shall be liable to be refunded by the Lessors to the Lessees.
- e) It is expressly agreed between the Parties hereto that if such Event of Force Majeure occurs during the Lock-in Period and the Lessees are unable to occupy and use the Demised Premises for a continuous period of 90 (Ninety) days, warranting termination of this Lease Deed by the Lessees, the Lessees shall not be liable to pay rent for the unexpired period of Lock-in Period nor the Lessors shall deduct the same from the refundable interest free security deposit.

23. INDEMNITY

Both the Parties irrevocably undertake to indemnify and keep indemnified each other of, from and against suits, proceedings, costs, charges, claims, actions, injuries, disputes, losses and/or damages, expenses and other liabilities brought against, suffered or incurred by the Other Party, or its successors or assigns by reason of any suppression of information, misrepresentation, mis-use, any breach, non-performance or non-observance, negligence by the Lessors or the Lessees, as the case may be, of any of their respective obligations under this Lease Deed and/or the non-compliance of any law for the time being in force.

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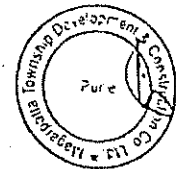
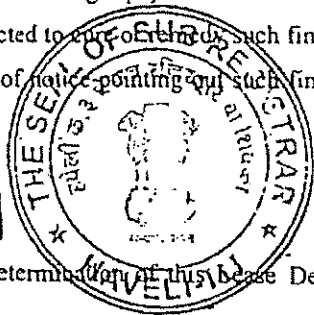
24. TERMINATION

- a. After expiry of the firm lock-in period, the Lessees shall have the sole option to terminate the Lease Deed by giving a 180 (One Hundred and Eighty) days prior written notice to the Lessors. The Lessors shall not terminate the Lease Deed except in the event of material default by the Lessees.
- b. Notwithstanding anything contained hereinabove, the Parties shall be entitled to terminate this Lease Deed forthwith (without prejudice to all other rights and remedies that may be available to the affected Party under the prevailing law) in the event:
 - i. A petition or application has been admitted for the winding up or liquidation of the Party or any event that has occurred rendering either the Lessees or the Lessors financially insolvent or in a similar standing;
 - ii. A material default/breach has been committed by either party of the provisions of this Lease Deed and such material default has not been remedied within 30 (Thirty) days from the receipt of such notice in writing from the other party pointing out such material default(s);
 - iii. Violation of any provision of the law applicable and in force for the time being with respect to the Demised Premises adversely affecting the right of the Parties hereto provided such violation is incapable of being remedied.

c. The Lessors shall be entitled to terminate this Lease Deed during the Term in the event the Lessees have defaulted in remitting the Lease Rentals/ other charges payable under this Deed for 2(Two) consecutive months and have failed or neglected to cure or remedy such financial breach within 30 (Thirty) days from the date of receipt of notice pointing out such financial breach from the Lessors.

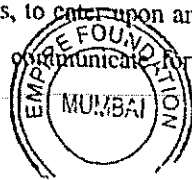
25. EFFECT OF TERMINATION

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Upon expiry of the Term or earlier termination or determination of this Lease Deed, as provided herein, it is agreed between the Parties that:

- a) The Lessees shall vacate and hand over the Demised Premises in good order and condition, subject to normal wear and tear, to the Lessors. Provided that any fit-outs or alterations/improvements carried out by the Lessees to the Demised Premises or to part thereof which have not been removed shall not constitute a default of Lessee's obligations herein, subject to the Lessors confirming the same in writing.
- b) During the 45 days period prior to expiry / end of Term of the Lease, the Lessors shall be entitled, upon providing reasonable notice to the Lessees, to enter upon and inspect the Demised Premises or part thereof. The Lessors shall communicate forthwith to the



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Lessees, any claims in relation to damages to the Demised Premises or part thereof occurred during the Term. The Parties shall thereupon discuss and agree upon the damages to be deducted from the Interest free Refundable Security Deposit, if any.

c) In the event the Parties are unable to agree upon any matter relating to the damages quantum to the Demised Premises, the Parties shall mutually appoint an independent architect to assess and value the damages. The decision of the architect shall be conclusive and binding on the Parties. The decision of the independent architect shall constitute a decision of an expert and not an arbitration award. The independent architect must be appointed within one week of determination by either party of disagreement as contemplated herein and the independent architect must give his decision within 2 weeks thereafter.

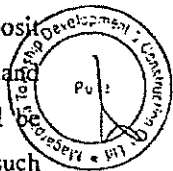
d) A written notice by the Lessees to the Lessors indicating that they are ready and willing to vacate the Demised Premises shall conclusively obligate the Lessors to return the Interest free Refundable Security Deposit, after deductions if any. The handing over possession of the Demised Premises and the return of the Security Deposit, after deductions, if any, shall occur simultaneously on the day after the day on which the lease expires.

e) If for no fault attributable to the Lessees and the Lessees being willing to vacate and peacefully handover the Demised Premises to the Lessors, the Lessors do not return the Security Deposit to the Lessees as required herein, the Lessees shall be entitled to continue to stay in possession of the Demised Premises, without any obligation of payment of Lease Rentals. In such an event, the Lessors shall also be required to pay interest at 18% per annum thereon as applicable on the first day of default, pro rata for such period of default.

f) If despite the Lessors being ready and willing to refund the interest free security deposit to the Lessees and providing proof of its willingness to do so, the Lessees do not hand over vacant possession of the Demised Premises to the Lessors the Lessees shall be required to pay an amount equivalent to twice/ double the last paid Lease Rental for such period that the Lessees remain in adverse possession of the Demised Premises.

g) The Lessors shall be entitled to deduct from the Security Deposit, such amounts that may be due to the Lessors including any rent / consumption charges which have become payable but remaining unpaid in terms of this Lease Deed and costs for repair of damages to the Premises subject to what is stated in Clause- 25(c) above, provided that the Lessors have indicated its intention of doing so at least 7 days prior to the end of the lease and also provided that in case the same is disputed by the Lessees, the procedure for resolution of such dispute provided herein is followed.

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h) If pending resolution of any dispute between the Parties in relation to the decision of the independent architect as provided in Clause 26(c), the Term of Lease expires or is terminated, the Lessees shall be entitled to remain in possession of the Demised Premises and the Lessors shall be entitled to hold on to the Security Deposit, provided that the Lessees shall not be required to pay any Lease Rent to the Lessors but cannot make use of the Demised Premises or part thereof and Lessors shall not be required to pay any interest on the security deposit to the Lessees.

26. AMENDMENTS & MODIFICATIONS

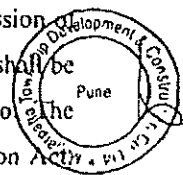
In case the Parties mutually desire to vary and/or modify any of the terms, conditions and/or provision of this Deed, they shall record the variations and/or modifications in writing and have the same signed by the Parties or by their respective Directors / Authorized Signatories and all such variations and/or modifications shall be deemed to form an integral part of these presents and shall be valid, effective and binding on the Parties hereto.

27. SEVERABILITY

If any provision of this Deed is held invalid, unenforceable or illegal due to the emergence of any statute, or by the verdict of any Court of Law, all other provisions of this Deed shall remain valid and in full force and the Parties shall replace the invalid provision with a legally valid provision that most nearly reflects the same purpose as that of the deleted provision. Such added provision(s) shall be construed as in existence at the inception of this Lease Deed.

28. ARBITRATION

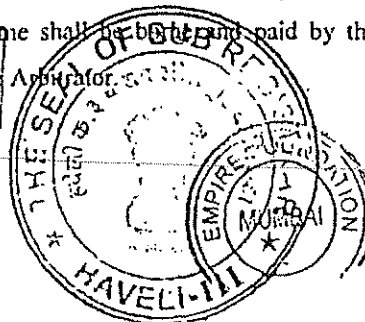
If any dispute or differences arises between the Parties hereto in respect of this Lease Deed or the interpretation or meaning of any of the provisions hereof or otherwise howsoever relating to the Demised Premises and/or in respect of the duties, responsibilities and obligations of either Party hereunder or as to any act or omission of any Party or as to any other matter in anywise relating this Lease Deed, the same shall be referred to a Sole Arbitrator to be mutually appointed by the Parties hereto. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any modification or re-enactment thereof. The arbitration meetings/ hearing shall take place in Pune and shall be conducted in English language. In case, if the award is silent as regards the costs and expenses of arbitration including advocates' fees/costs, travelling, arbitrator fees, etc., the same shall be borne and paid by the Party against whom the Final Award is passed by the Arbitrator.



29.

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The Lease Deed shall be governed in all respects by the Laws of India. All disputes or claims arising from this Lease Deed shall be subject to the exclusive jurisdiction of the competent courts at Pune.

30. STAMP DUTY & REGISTRATION

The stamp duty and registration fees payable on these presents including all charges incidental thereto shall be borne by the Lessees. It shall be the responsibility of the Lessees to have this Lease Deed registered with the appropriate office of the Sub Registrar of Assurances. Each Party shall bear their own legal, brokerage, all statutory and other related liabilities charges in connection with this Lease.

31. CUSTODY OF THE LEASE DEED

(a) This Lease Deed is executed in duplicate which may be considered one and the same agreement and each of which shall be deemed as original. The Deed on which the full stamp duty is paid shall be retained by the Lessees and the other copy on which Rs. 100/- stamp duty is paid shall be retained by the Lessors.

(b) This Deed is a conclusive document incorporating all previous discussions, writings, MoU and agreements etc., and thus supercedes all such previous writings and agreements.

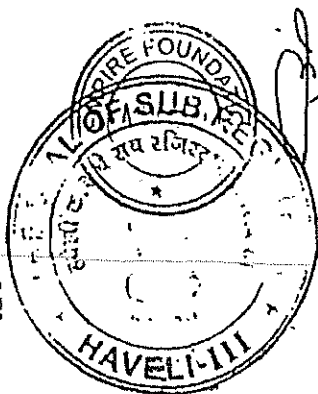
SCHEDULE - A

All that piece and parcel of area admeasuring 56,210 Sq. Ft (Built up) and 14,240 Sq. Ft of parking space in the building standing on the land admeasuring 64,584 Sq.ft, situated at Final Plot No. MP4 on Survey No. 130(Part) forming part of Magarpatta City, Hadapsar, Pune - 411 028 in the registration district of Haveli III, Pune bounded on:

North by: 9 mtrs. Wide road & S. No. 133
South by: Final Plot No. MP-5
East by: Final Plot No. MP-3
West by: 24 mtrs. Wide HCMTR Road



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IN WITNESS WHEREOF, the Parties have hereunto set and subscribed their respective hands and seals to this Lease Deed on the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED)

by the withinnamed "LESSORS")

M/s Magarpatta Township)

Development & Construction Co Ltd)

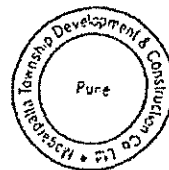
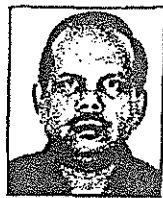
Through its Director)

Mr. Satish D. Magar)

Pursuant to the Resolution dated)

Passed by its Board of Director on)

12th June 2000)



Handwritten signature of Mr. Satish D. Magar



In the presence of:

1) Mr. Sapna Jacob
Camp, Pune

Handwritten signature of Mr. Sapna Jacob

2) Ms. Sanika Pawar
Pachan, Pune

Handwritten signature of Ms. Sanika Pawar

SIGNED SEALED AND DELIVERED

by the withinnamed "LESSEES")

M/s Empire Foundation through its)

Trustee Mr. Vispi J. Vesuna, duly)

Authorized to sign vide letter)

Dated 28th October 2015)



Handwritten signature of Mr. Vispi J. Vesuna

For EMPIRE FOUNDATION

In the presence of:

Trustee

3) HASHIM KHANYARI
C-4 PRECIOUS GEM
LOVE-6, KOREGAON PARK, PUNE-1

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4) PRATIK PATEL

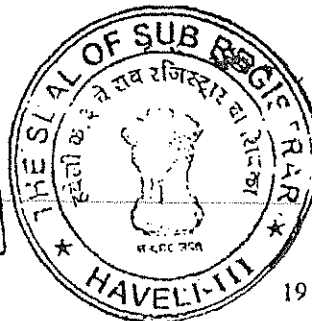
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NEHRU ROAD, VILE PARLE

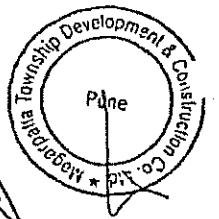
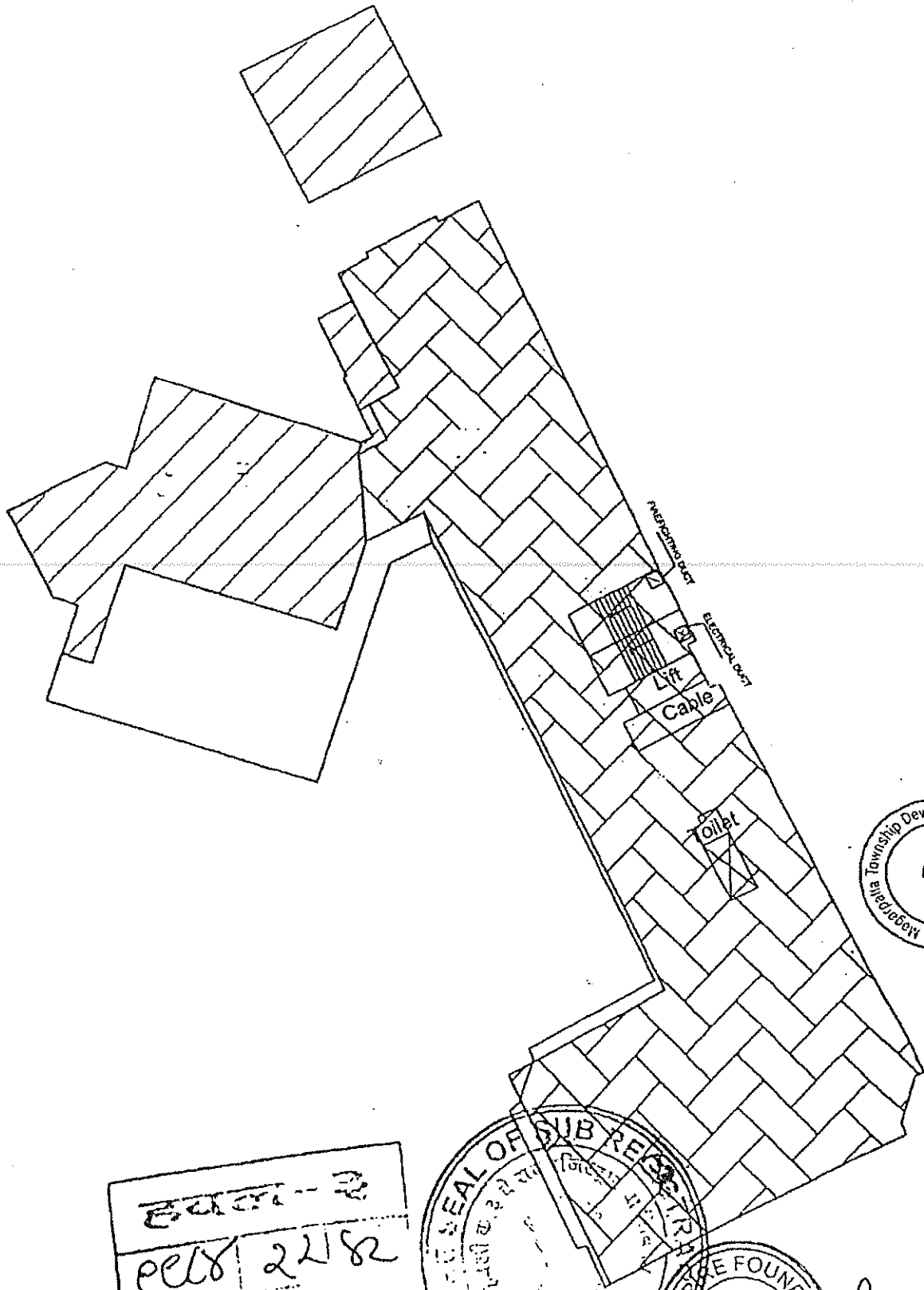
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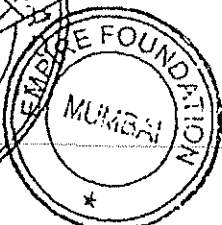
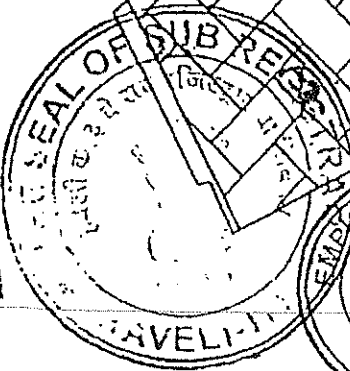
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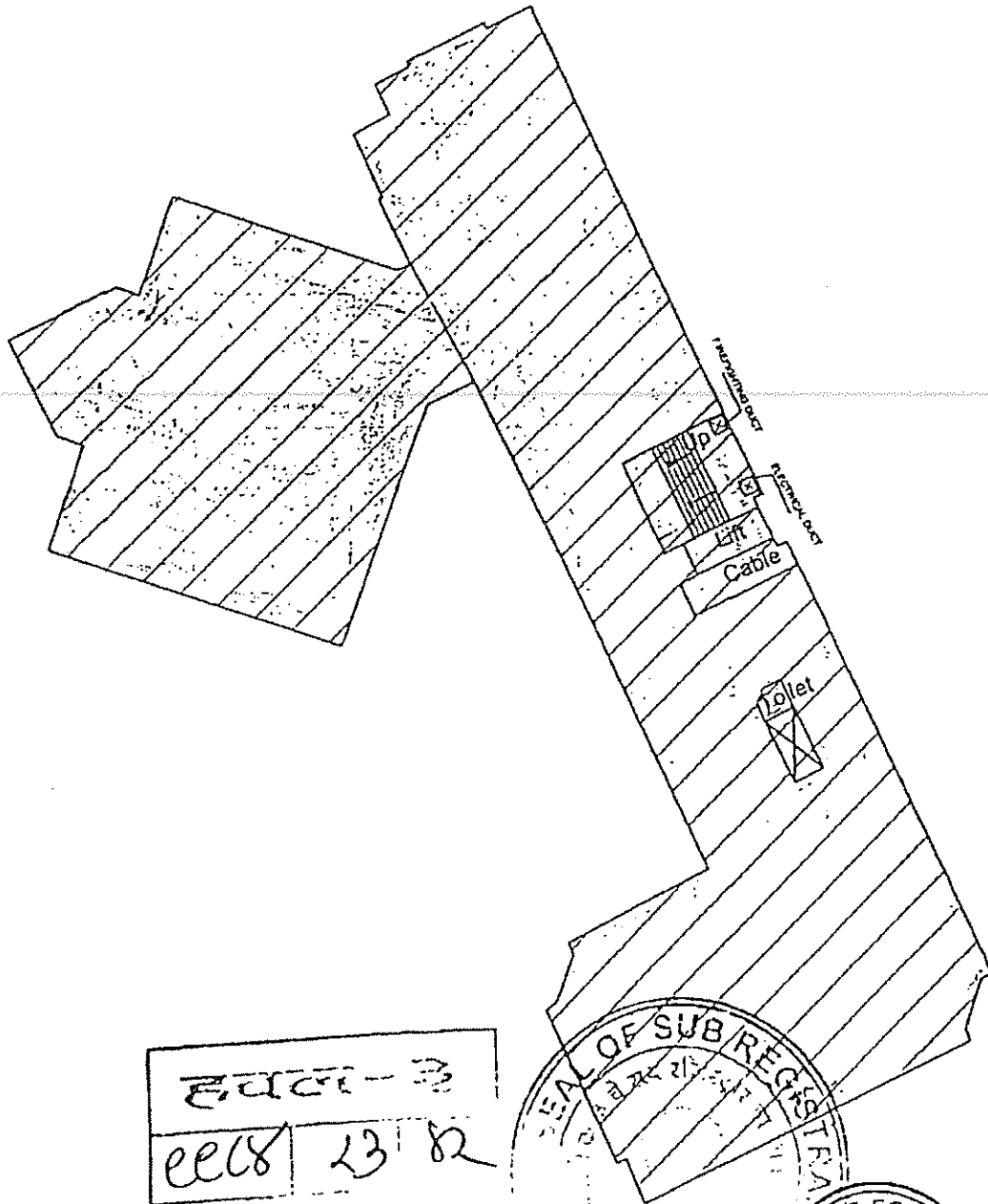
parking Area



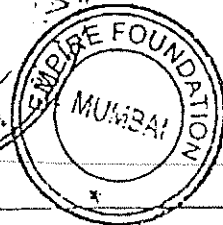
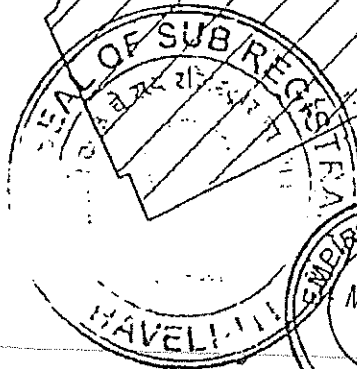
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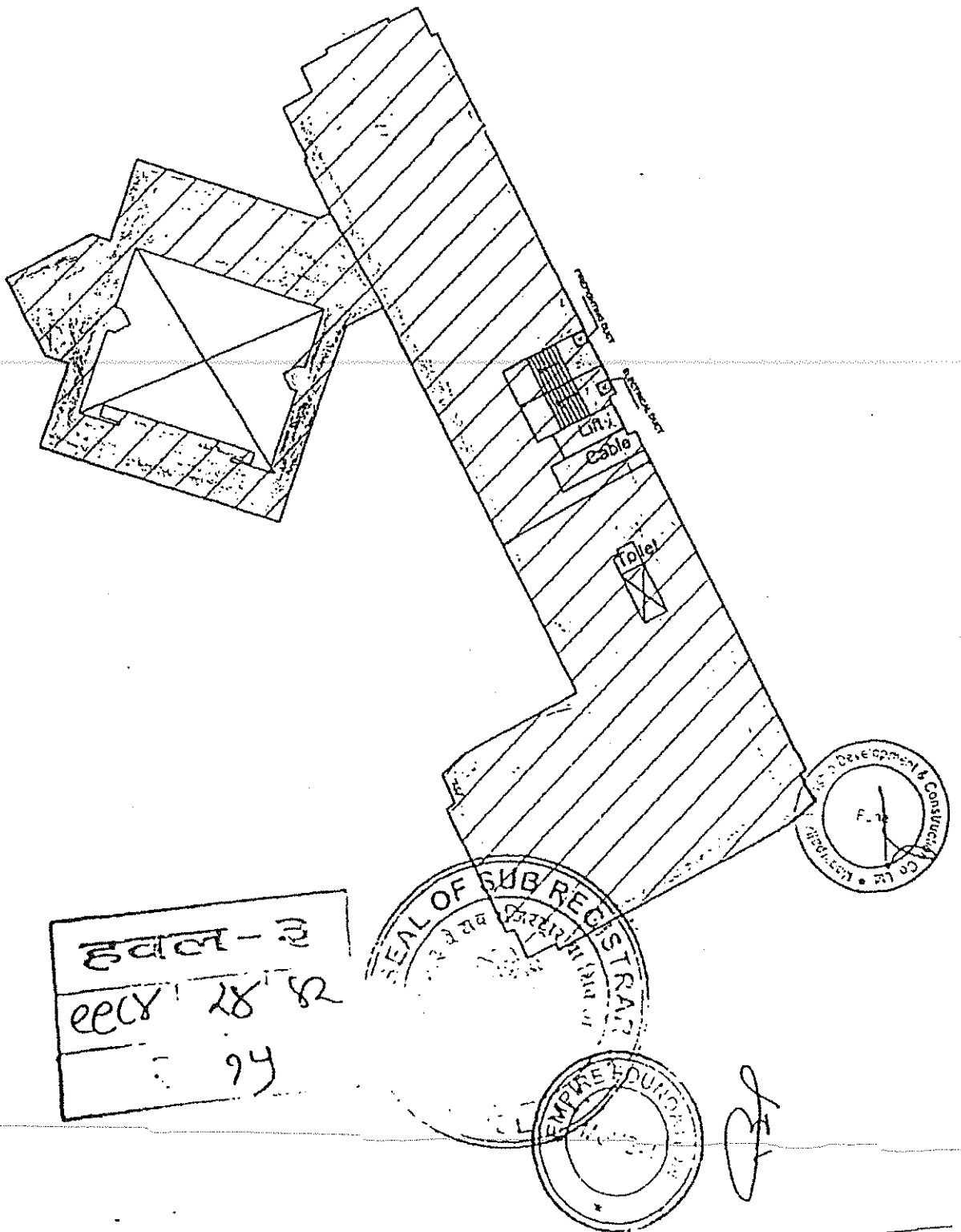
Ground floor plan



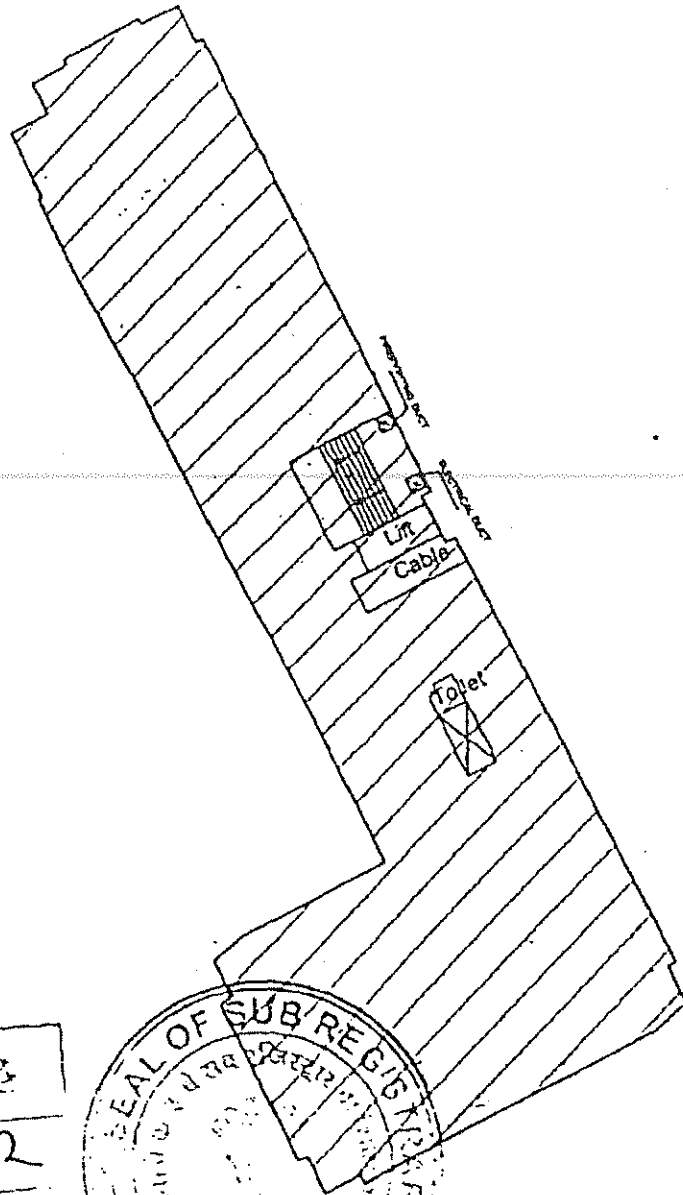
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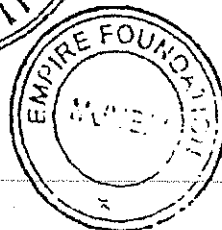
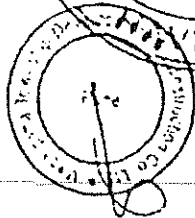
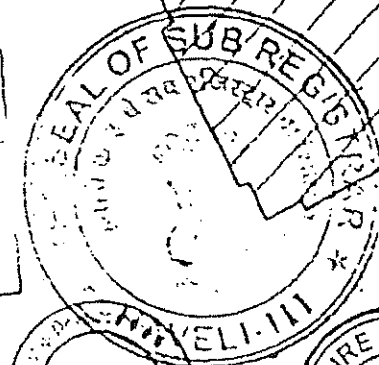
1st Floor plan



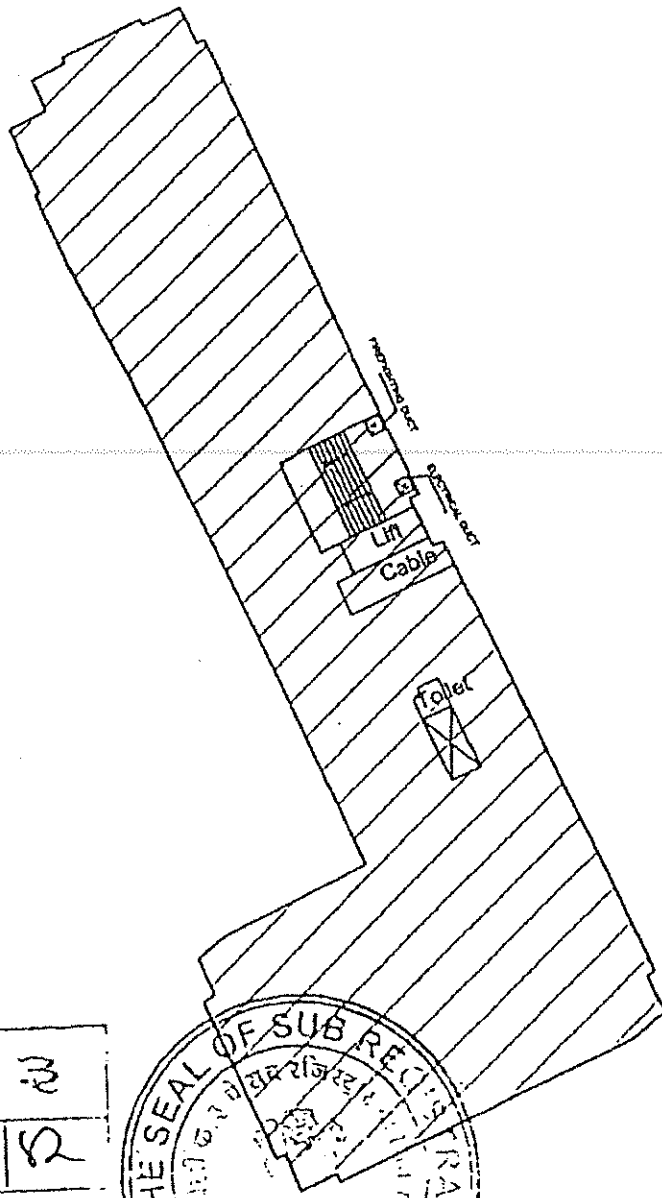
2nd Floor plan



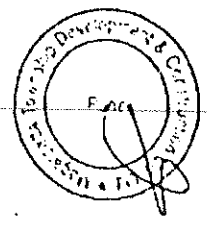
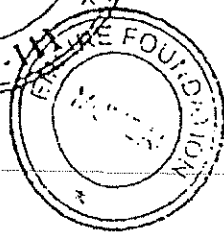
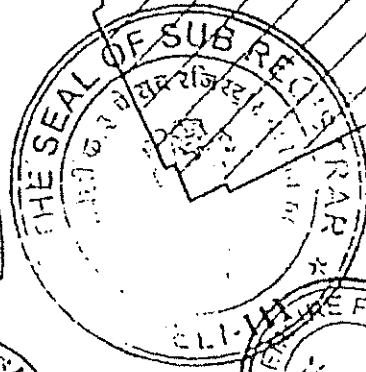
हॉल - ३		
२८४	२५	१२
२०९५		



3rd Floor plan



हवल - ३		
eelx	२६	१२
२००१२		



Handwritten signature or initials.

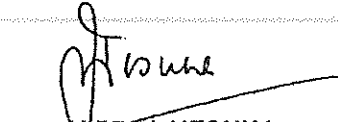
CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF TRUSTEES OF EMPIRE FOUNDATION AT ITS MEETING HELD ON WEDNESDAY, THE 28TH OCTOBER, 2015 AT 9.30 A.M. AT THE REGISTERED OFFICE OF THE TRUST.

LEASE DEED BETWEEN MAGARPATTA TOWNSHIP DEVELOPMENT & CONSTRUCTION COMPANY LIMITED AND TRUST:

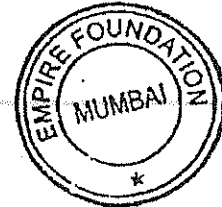
"RESOLVED THAT the consent of the Board of Trustees be and is hereby given to the Trust to enter into Lease Deed with Magarpatta Township Development & Construction Company Limited and Trust with respect to plot of Land situate at and being Survey No. 130(Part) totally admeasuring of 64,584 Sq. Ft. and building(s) constructed thereon admeasuring 56,210 Sq. Ft. numbered as MP4 (Educational Complex) at Magarpatta City, Hadapsar, Pune 411 028 for long term Lease."

RESOLVED FURTHER THAT Mr. Vispl J. Vesuna or Mr. Mehernosh Talati Trustees of the Trust be and is hereby authorized to sign, register and admit execution thereof before the Sub-Registrar of Assurances or any other authority and to take such other steps as may be necessary for enter into a Lease Deed for the Tenure of 30 Years and to do all acts, deeds, things, etc. necessary for the above purpose."

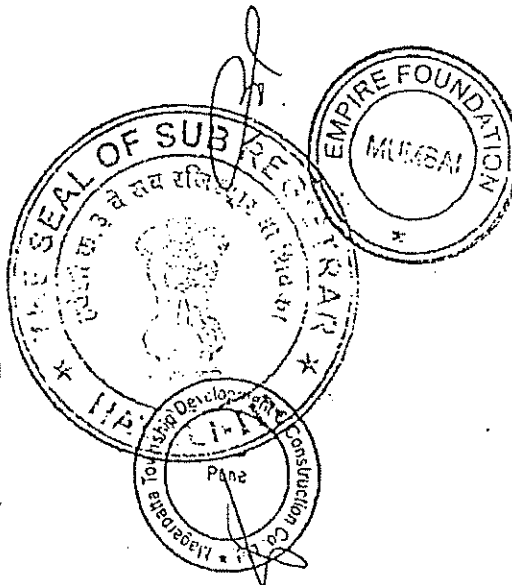
**CERTIFIED TRUE COPY
For EMPIRE FOUNDATION**


VISPL J. VESUNA
TRUSTEE


MEHERNOSH TALATI
TRUSTEE



हदत - २		
२०१४	२०	१२
२०१५		



आयकर विभाग
INCOME TAX DEPARTMENT
EMPIRE FOUNDATION



भारत सरकार
GOVT. OF INDIA



10/11/2009
Firm's PAN Number
AAATE3549C

11122009

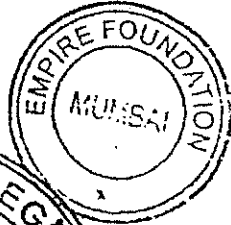
पत्रांक 10/11/2009 / आयकर विभाग / दिल्ली
आयकर विभाग / दिल्ली / भारत
दस्तावेज संख्या: 10/11/2009 / 10/11/2009
दिनांक: 10/11/2009

(This card is for reference only and is not
to be taken as a receipt.)
Income Tax PAN Service Unit, NSFI,
1st Floor, Nipahite Chandra,
New Market, Telephone: 1111111,
New Delhi - 110001.

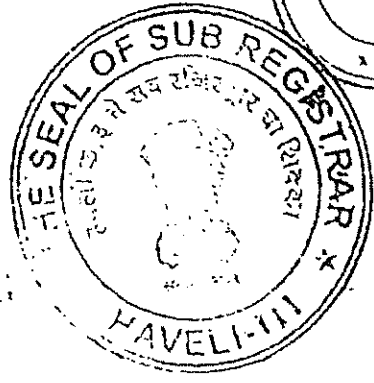
Tel: 91-20-2721 2000 Fax: 91-20-2721 2001
e-mail: nsfi@nsfi.gov.in



[Handwritten Signature]



हदत - 10
10/11/2009
2009





OFFICE OF THE DIRECTOR OF INCOME TAX (EXEMPTIONS)
6TH FLOOR, PIRAMAL CHAMBERS, LALBAUG, MUMBAI - 400 012.

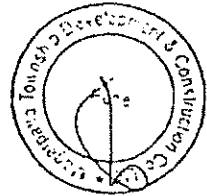
No. DIT(E)/UIS.12A/44153/2013-14

NAME OF THE TRUST / INSTITUTION/ ASSOCIATION : EMPIRE FOUNDATION
 ADDRESS : VIBGYOR HIGH, MOTILAL NAGAR NO. 1,
 SRIRANG SABDE MARG, OFF LINK ROAD,
 GOREGAON (W), MUMBAI-400 104.
 P. A. No. : AAATE3549C
 DATE OF ORDER : 20.02.2014

ORDER GIVING EFFECT TO ITAT'S MUMBAI BENCH 'E' ORDER Dated 28.09.2012 In ITA NO. 5385/MUM/2011

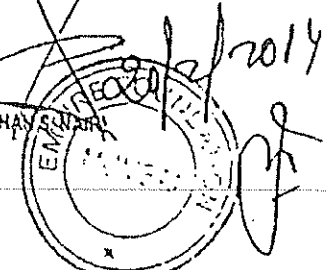
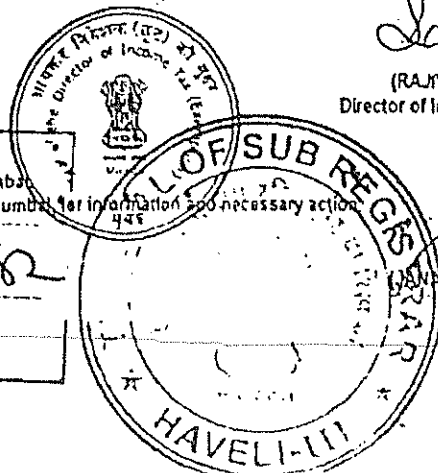
In this case, the trust was established on 18.09.2009 and had applied for registration u/s. 12AA of the I.T. Act, 1961, on 09.12.2010. Subsequently, order u/s 12AA(1)(b)(i) of the IT Act, 1961 was passed vide No. DIT(E)/u/s 12A/44153/11-12 dated 29-06-2011 rejecting the application for registration u/s 12A of the IT Act. Aggrieved by this order, the applicant preferred appeal before Hon'ble ITAT, Mumbai. The Hon'ble ITAT, Mumbai Bench 'E', Mumbai vide its order dated 28.09.2012 in ITA No. 5385/Mum/2011, directed to allow the registration. Therefore in order to giving effect to ITAT's order as referred above the registration u/s. 12AA(1)(b)(i) of the I.T. Act is granted w.e.f. A. Y. 2011-12 and the name of the Trust/Institution has been entered at No. 44153 in the Register of Applications u/s. 12A(a) of the Income Tax Act, 1961 maintained in this office. The registration is subject to the following conditions:

1. No change in the objects/terms of Deed of the Trust shall be effected without due procedure of law i.e. by order of the Jurisdictional Civil Court or any other Competent Authority and its intimation shall be given immediately to this office. The registering authority reserves the right to consider whether any such alteration in objects/terms would be consistent with the definition of "charitable purpose" under the Act and in conformity with the requirement of continuity of registration.
2. The registration u/s.12AA of the I.T. Act, 1961 does not mean that the Trust/Institution is automatically entitled to exemption. The right to exemption shall be examined and decided upon by the Assessing Officer (A.O.) with reference to the activities undertaken, compliance with various statutory and other requirements, etc. on year to year basis, without prejudice to the fact of grant of mere "in-principle" registration by this Order.
3. The registration u/s.12AA of the I.T. Act, 1961 does not automatically confer any right on the donors to claim deduction u/s.80D.
4. The registration so granted is liable to be cancelled at any point of time, if the registering authority is satisfied that activities of the Trust/Institution are not genuine or are not being carried out in accordance with the objects of the Trust/Institution.
5. This certificate cannot be used as a basis for claiming non-deduction of tax at source in respect of investments etc. relating to the Trust/Institution.
6. The Trust/Institution shall furnish a return of income every year within the time limit prescribed under the Act.
7. The Trust/Institution should quote the PAN in all its communications with the Department.
8. The Trust/Institution shall operate / open Bank Account only in the name of Trust/Institution and not in the name of any of the Trustees/members.
9. The income as also the corpus of the Trust funds should be applied to and for public charitable purposes only and subject to such conditions of limitations if any, as may from time to time be laid down in the Bombay Public Trust Act, 1950 and Income-tax Act, 1961 or any other Act governing the Public Charitable Trust.
10. In the event of dissolution/winding up of the Trust/Institution, the entire Trust funds shall be realized and first be used for payment of liabilities of the Trust/Institution. The assets recovery as on the date of dissolution/winding-up shall under no circumstances be distributed in any manner to any of the Board of Trustees or founder or member of their relatives or related concerns, but the same shall be transferred to another Trust / Society / Association / Institution whose objects are similar to those of this trust/society/Association/Institution after obtaining previous approval of the Charitable Commissioner/Civil Court or any other competent authority in accordance with the provisions contained in the BPT Act, 1950.
11. The Trust/Institution may apply the trust funds for charitable purposes outside India only in the cases where the Institution/Trust tends to promote International Welfare in which India is interested and prior approval is obtained by way of a General or special order from the Central Board of Direct Taxes, Government of India in terms of proviso to Section 11(1)(D) of the Income Tax Act, 1961.



(Signature)
(RAJIV VIJAY NABARI)
Director of Income Tax (Exemptions),
Mumbai.

Copy to: The Applicant,
 Board Kule, ITD(HQ)(E), Mumbai
 3 The Addl. DIT(E), Range-1, Mumbai for information and necessary action
 4 The DDIT-1(2), Mumbai
eev 20/2
 2094



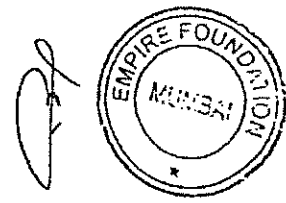
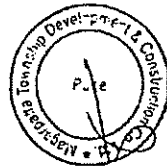
CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING
Of the Board of Directors of **MAGARPATTA TOWNSHIP DEVELOPMENT AND CONSTRUCTION COMPANY LIMITED** held on 12th June 2000 at 10.30 a.m. at the registered office of the company at Megaspace, 13, Sholapur Bazaar Road, Off East Street, Pune 411 001.

RESOLVED THAT authority be and is hereby given to Mr. Satish Magar, Managing Director of the Company to sell, lease, dispose off or otherwise deal in the immovable properties as belonging to the Company including plots, lands, building either ready or in the state of construction, bungalows and such other properties.

RESOLVED FURTHER THAT Mr. Satish Magar, Managing Director be and is hereby authorized to do all the acts, deeds and things including execution of sale deeds, agreement for sale, lease deeds, affidavits, agreements and such other documents as are required for the aforesaid purpose.

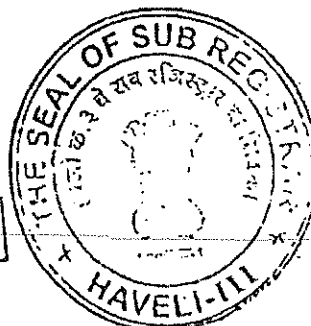
RESOLVED FURTHER THAT Mr. Satish Magar, Managing Director should report at regular intervals to the Board of Directors the details of the properties as sold, disposed, leased or otherwise dealt by the company.

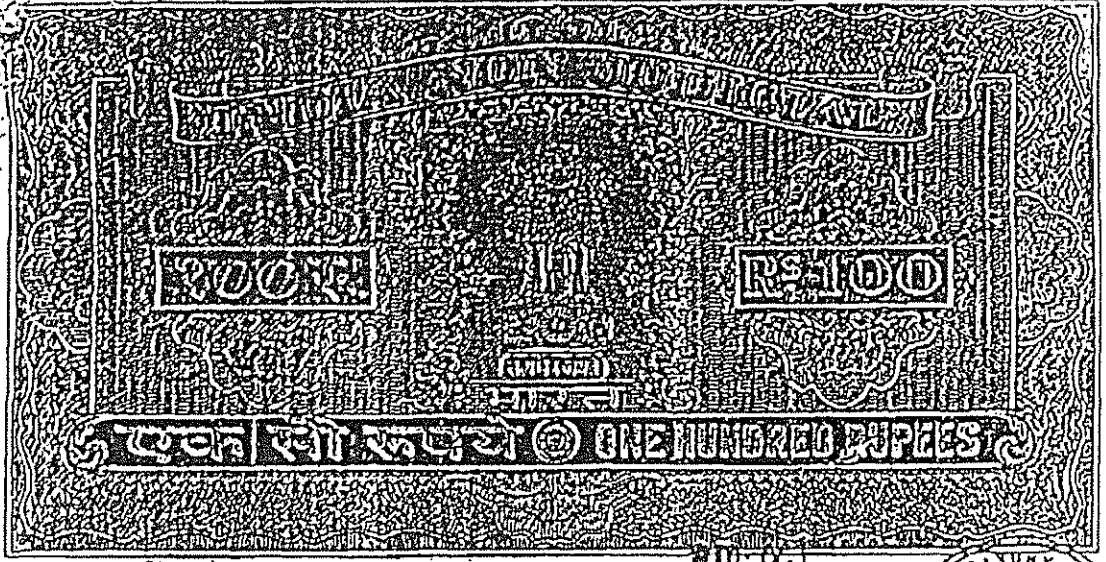
S. Magar
Director



Megaspace, 13 Sholapur Bazar Road, Off East Street Pune - 411 001, India. Tel.: 020-6342797, 6345541, 6341940 Fax : 020 - 6345541
E-mail : magar@bom5.vsnl.net.in www.magarpattacity.com / www.cybermagar.com

हस्ता-३
२०१४
३०/१२





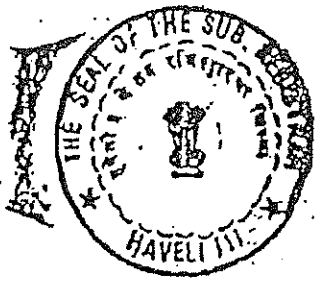
जे. एच. गांधी ४८५, मॅडर स्ट्रीट पुणे-४११००२
 र. नं. ११५२, मॅडर स्ट्रीट पुणे-४११००२
 ना. २९/१०/०३
 नांव - सतीश दत्तात्रय मगर
 पत्ता - हदपसर पुणे-४११००२
 हस्त - अवळदकार



2 OCT 2003

मगर
 त्व कोषागार अधिकारी
 कोषागार वल कर्मि

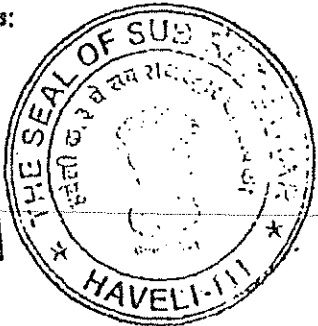
हवेल नं.	
४८५	११४
	१००३



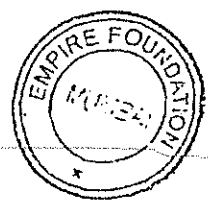
SPECIFIC POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, Mr. Satish Dattatray Magar, Age-Adult, Occupation-Business, residing at 143, Magarpatta, Hadapsar, Pune 411 028. DO HEREBY APPOINT one of the Staff Employee Mr. Naresh G. Khaladkar, Age Adult, Occupation Service, residing at 1468, Shukrawar Peth, Bahumaharaj Lane, Pune - 411 002 as my lawful Attorney in my name and on my behalf to do or execute all or any of the following acts, or things:

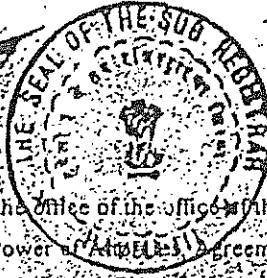
हवेल - ३
६६४३२/१२
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(Handwritten signature)



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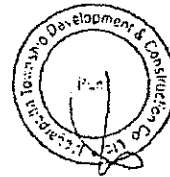


1) To represent me in person in front of the office of the office of the Sub Registrar, to present documents such as Power of Attorney, Agreement to Sale, for Flats/Units under construction or ready possession, Agreement to Sale of Bungalow Plots, Agricultural land, Row Houses, or any other Agreement to sale or document / possession, receipts / letter of exchange etc., required to be presented for Registration.

2) To represent and act on my behalf to present documents for Registration pertaining to final conveyance of flats, units, Row Houses, Plots, Agricultural land, etc., Registration of Deed of Declaration under the Maharashtra Apartment Ownership Act, Registration of Co-operative Housing Societies or any such documents required to be registered pertaining to the Building Construction and Real Estates Activities undertaken by me.

3) To represent and Act on my behalf to obtain Index II Certificates, Certified true Copies of documents registered; to appeal for Stamp-Duty valuation; represent before the concerned Competent Authority and sign or submit any representation on my behalf.

4) To generally do all other lawful acts necessary for the conduct of Registration.



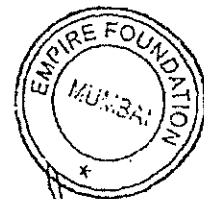
AND I hereby agree that all acts, deeds and things lawfully done by my said Attorney shall be construed as acts, deeds and things done by me and I undertake to Rectify and confirm all and whatsoever that my said Attorney shall lawfully do or cause to be done for me by virtue of the Powers given by these presents.

IN WITNESS WHEREOF I have signed this Deed on the 30th day of October 2003 in मुंबई - ३

With RES:

33	82
2003	

Amal D. ...
461D Astor, Meyer Road,
Pune





हवेली
दस्तावेज क्र 4857/2003

मुख्यम निबंधिका
हवेली 3 (हदपत्तर)

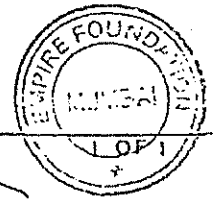
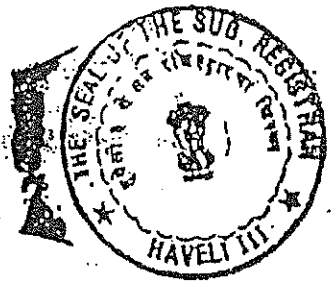
दस्त गोषवारा भाग-1

क्रमांक : 4857/2003

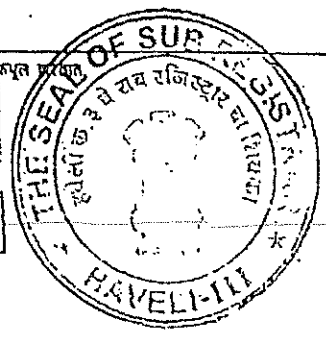
दस्तावेजाचा प्रकार : मुख्यदस्तावेजाचा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा दस्त
1	<p>नाम: श्री. सतीश दत्तात्रय भगार पत्ता: पत्र/कॉलेज नं: 143 मालकी/रक्ता: चणरपट्टा गुणवत्तीय नाव: संभाल नं.: जिल्हा/पत्ताभाग: हदपत्तर महसुलाचा: पुणे तालुका: हवेली पेग: 28</p>	<p>सिद्दह पंगार वय सही</p>		
2	<p>नाम: श्री. केशव शंभर लखदकर पत्ता: पत्र/कॉलेज नं: 1466 मालकी/रक्ता: भाऊ महाराज शंभर गुणवत्तीय नाव: संभाल नं.: जिल्हा/पत्ताभाग: गुणवारा वेट महसुलाचा: पुणे तालुका: पेग: 2</p>	<p>सिद्दह पंगार वय 54 सही</p>		

दस्तावेज क्र. 4857/2003



दस्तावेजाचा प्रकार: मुख्यदस्तावेजाचा
 क्रमांक: 4857/2003
 दिनांक: 20/12/2019



Handwritten signature

XXXXXXXXXXXXXXXXXXXX

वरत गोपवारा भाग - 2

हवल 3
दरत क्रमांक (4857/2003)

दरत क्र. [हवल 3-4857-2003] या गुरदास
बाजार पुस्तक : 0 मोददला 0 परतेले मुद्रांक शुल्क : 100

पादती क्र.: 4857 दिनांक: 11/11/2003
पादतीचे दर्शन
गोंय: श्री. सतीश दत्तात्रय मगर

दरत हजर केल्याचा दिनांक: 11/11/2003 04:45 PM
विचारादनाचा दिनांक: 11/11/2003
दरत हजर करणा-याची सही:

100 : मोदगी जी
50 : नष्कल (अ. 11(1)), वृत्ताकनादी नष्कल
(अ. 11(2)),
उजवात (अ. 12) व चायापित्रण (अ. 13) ->
एकत्रित प्री

दस्तावा प्रकार : 48) मुखत्यारनामा
शिफका क्र. 1 ची वेळ : (सादरीकरण) 11/11/2003 04:45 PM
शिफका क्र. 2 ची वेळ : (प्री) : 11/11/2003 04:46 PM
शिफका क्र. 3 ची वेळ : (क्रमुली) : 11/11/2003 04:47 PM
शिफका क्र. 4 ची वेळ : (ओळख) : 11/11/2003 04:47 PM

180: एकूण

दरत बॉंद केल्याचा दिनांक: 11/11/2003 04:47 PM

ड. निरंभकाची सही, हवेली 3 (हडपतार)

ओळख :
दुय्यम निबंधका यांच्या ओळखीचे इतकम्-अतो-निषेधित करतात की, ते दस्तावेज करून देणा-यांना
व्यक्तीगत ओळखतात, व त्यांची ओळख पटवितात.

1) अंदा. सुनिश्चित बाळासाहेब पहिरट, पर/प्रलोट नः

गल्ली/रस्ता:

इमारतीचे नाव:

इमारत नं:

पेट/पसाहत: हडपतार

शहर/गाव: पुणे

तातुळा: हवेली

दिन: 28

ड. निरंभकाची सही
हवेली 3 (हडपतार)

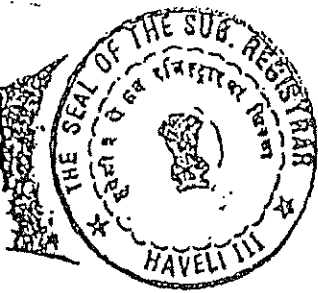
अंमोदित वरनेद वेतो जो
दस्तावेज पुरवणे आणि माहिती

पहिले नंबरचे पुस्तकाचे
अंमोदित नोंदला

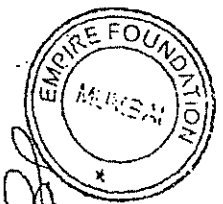
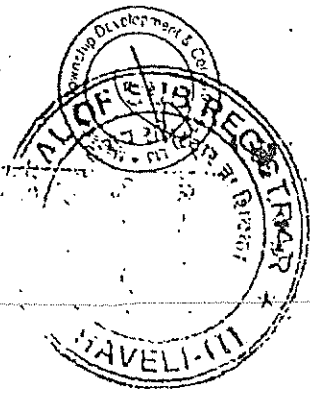
दुय्यम निबंधका, हवेली क्र. 1

दुय्यम निबंधका हवेली क्र-1
दिनांक 11/11/2003

हवल क्र. 3
2003



हवल क्र. 3
2003



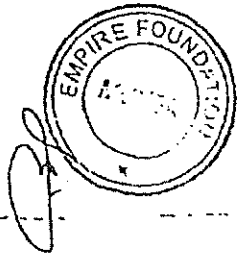
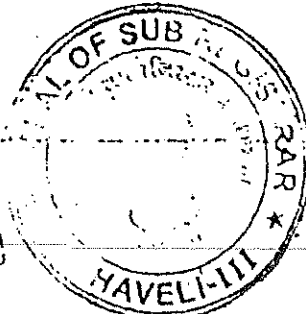
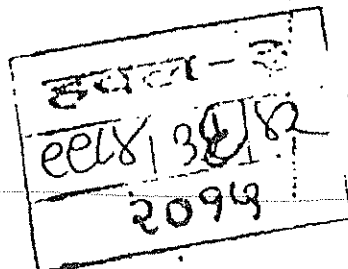
घोषणापत्र

मी श्री. नरेश गोविंद खळदकर याद्वारे घोषित करतो की, दुय्यम निबंधक हवेली नं. ३ पुणे याचे कार्यालयत ~~कृष्ण~~ या शिर्षकाचा दरत नोंदणीसाठी सादर करण्यात आला आहे. श्री. सतीश दत्तात्रय मगर यांनी दिनांक ११/११/२००३ दरत क्र. ४८५७/२००३ अन्वये नला दिलेल्या कुलमुखत्यार पत्राच्या आधारे मी सादर दरत नोंदणी सादर केला आहे/ निव्व्यादीत करून कथुलीजवाय दिला आहे. सादर कुलमुखत्यारपत्र लिहून यांनी रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्हावित्तपैकी कोणीही मयत झालेले नाही किंवा अभ्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र पुर्णपणे वैध असुन उपरोक्त कृती करण्यात मी पुर्णतः राक्षम आहे सादरचे कथन घुकीचे आठकुन झाल्यार नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्शेत मी पात्र राहिल याची मला जाणीव आहे.

दिनांक ३/११/२०१५

N. K. Khaldkar

श्री. नरेश गोविंद खळदकर
कुलमुखत्यारपत्र धारकाचे नाव व राहती



THE HONORABLE MEMBER IN CHARGE OF THE REGISTRAR'S OFFICE, MUMBAI, IN THE MATTER OF THE ESTATE OF SHIRIN JEANGIR VESUNA (DECEASED) AND HER ESTATE, IN THE MATTER OF THE ESTATE OF KASHMIRA VISPI VESUNA (DECEASED) AND HER ESTATE, IN THE MATTER OF THE ESTATE OF SHAHID BHAGAT SINGH ROAD (DECEASED) AND HER ESTATE, IN THE MATTER OF THE ESTATE OF COLABA, MUMBAI - 400 001.

IN THE MATTER OF THE ESTATE OF SHIRIN JEANGIR VESUNA (DECEASED) AND HER ESTATE, IN THE MATTER OF THE ESTATE OF KASHMIRA VISPI VESUNA (DECEASED) AND HER ESTATE, IN THE MATTER OF THE ESTATE OF SHAHID BHAGAT SINGH ROAD (DECEASED) AND HER ESTATE, IN THE MATTER OF THE ESTATE OF COLABA, MUMBAI - 400 001.

IN THE MATTER OF THE ESTATE OF SHIRIN JEANGIR VESUNA (DECEASED) AND HER ESTATE, IN THE MATTER OF THE ESTATE OF KASHMIRA VISPI VESUNA (DECEASED) AND HER ESTATE, IN THE MATTER OF THE ESTATE OF SHAHID BHAGAT SINGH ROAD (DECEASED) AND HER ESTATE, IN THE MATTER OF THE ESTATE OF COLABA, MUMBAI - 400 001.

Name / नांव / अर्थशास्त्र / Name of Father / Legal Guardian
JEHANGIR ARDESHIR VESUNA

Name of Mother / माता / Name of Mother
SHIRIN JEHANGIR VESUNA

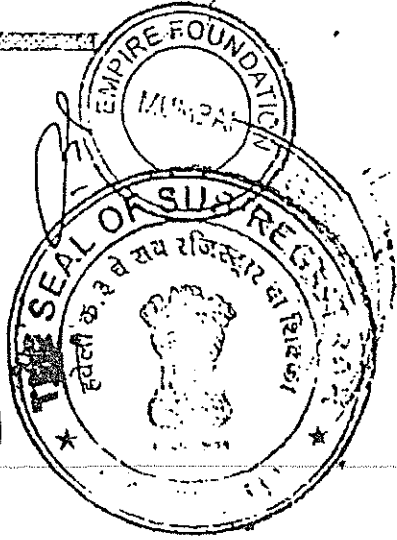
Name of Spouse / पति / Name of Spouse
KASHMIRA VISPI VESUNA

Address / पत्ता / Address
**M - 28, CUSROW BAUG,
 SHAHID BHAGAT SINGH ROAD,
 COLABA, MUMBAI - 400 001.**

Passport No. with Date and Place of Issue / पासपोर्ट क्र. वरिथे तारीख व ठिकाण
D2831823 05/10/2000 MUMBAI

Form No. / फॉर्म क्र. / Form No.
BOML03409610 - OLD PPT CLO & RETURNED

हवाल - ३
६६४/३७/१२
२०१७



स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AABCM2461K



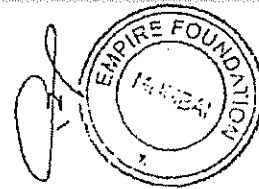
नाम /NAME

MAGARPATTA TOWNSHIP DEVELOPMENT &
CONSTRUCTION CO LTD

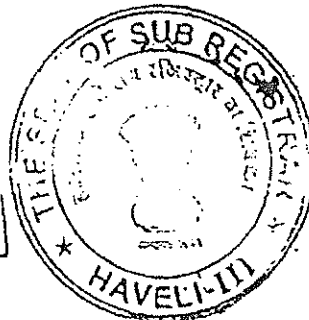
निगमन/बनने की तिथि /DATE OF INCORPORATION/FORMATION

21-10-1984

आयकर आयुक्त-1, पुणे
Commissioner of Income-tax I, Pune



हस्ताक्षर	:
ee/80/n	
2094	



TABLE

मंक्यात 03 नोव्हेंबर 2015 4 55 म न

दग्न सोपनाग भाग-1

दग्न क्रमांक 9984/2015

दग्न क्रमांक दग्न क्र 9984/2015

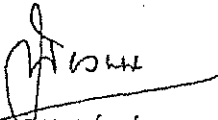
वाचक शुल्क रु 32 55 63 595/- मोकदमा रु 00/-

दग्नकर घटाक शुल्क रु 1 46 52 000/-

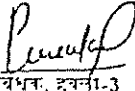
द नि म ६ नि दग्न क्र ३ गने कार्यालयान
रु ३ ९९८४ वर दि 03-11-2015
मंजी 4 54 म नं. वा. दग्न केला

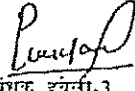
वाचनी 10965 वाचनी दिनांक. 03/11/2015
वाचकनामने नाव. गणप्याग फंडेशन - पब्लीक चॅरिटेबल ट्रस्ट वरें
दुंदी थी. चिमरी - तमुता

मोकदमी री रु. 30000.00
दग्न हावाळणी री रु. 840.00
मुद्रांची संख्या: 42


दग्न दग्नर सुपनाग्याची मंडी

मकुण: 30840.00


शुभम दुय्यम निबंधक, दग्न-3


शुभम दुय्यम निबंधक, दग्न-3

दग्नवाचा प्रकार: तीवरीद

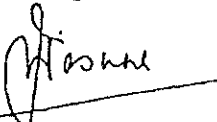
घटाक शुल्क. (एक) कोणत्याही महानगरपालिकेच्या हद्दीन किंवा स्थानपत्र भ्रमणेच्या कोणत्याही कटक क्षेत्राच्या हद्दीन किंवा टा-पॅट (घान)
मध्यम मंजूर न केलेल्या कोणत्याही नावणी धंद्यात

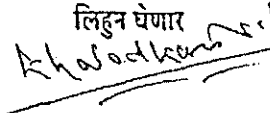
दिनांक 1 03 / 11 / 2015 04 : 51 : 50 PM ची वेळ: (मादगीकरण)

दिनांक 2 03 / 11 / 2015 04 : 53 : 48 PM ची वेळ: (फी)

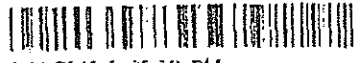
प्रतिज्ञापत्र

दग्न घेणेसाठी दग्न घेणेसाठी असलेल्या
दग्न घेणेसाठी संपूर्ण
दग्न घेणेसाठी कोडिंगेल्या
दग्न घेणेसाठी वायव्येसाठी
दग्न घेणेसाठी संपूर्णपणे जबाबदार राहतील
लिहून घेणार


लिहून घेणार


लिहून घेणार





03 11 2015 5 29 33 PIA

दस्तावेज क्रमांक भाग-2

क्रमांक 82182
दस्तावेज क्रमांक 9984/2015

दस्तावेज क्रमांक 9984/2015

दस्तावेज क्रमांक 9984/2015

क्र.सं.	पक्षधारकचे नाव व पत्ता	पक्षधारकाचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	महापराशर चंद्रशेखर . परधीक ऑरिटेन्टल ट्रेडिंग कंपनी इन्दी श्री विठ्ठली . वेमुला पत्ता . . . मिठी म न 104 ई अगटर नागराजपुत्रक . कायार ट्रेडिंग गड भवार्थी मॉनि म्माा टिड्राभी मॉनि (पुणे) मुंबई . . . गोरगाव पुणे. MAHARASHTRA, MUMBAI, Non-Government. पिन म्माा AAATE3549C	भट्टेकर वय :-55 स्वाक्षरी:-		
2	साय म्माा म्मााचंद्रा टाऊनशिप डेव्हलपमेंट अँड कन्स्ट्रक्शन कः रि. लर्न डायरेक्टर / अधिवृत्त म्हाी करणार श्री. सतीश म्माा गान्धर्वा नोटर्णीकरीन्स कु. मु. म्हागुन श्री नरेश गोविंद म्मााचंद्रा पत्ता म्मााटि नः . . . माळा म्माा . . . इगारतीचे नावः . . . दळीक नः म्मााटि न 402 चौथा म्माा म्माा वंकराभवा कॉम्प्लेक्स 1458 ते 1468 सुक्रमार पेठ, पुणे . गड नः . . . महाराष्ट्र, पुणे. पिन म्मााः AABCM2461K	सायक वय :-66 स्वाक्षरी:-		

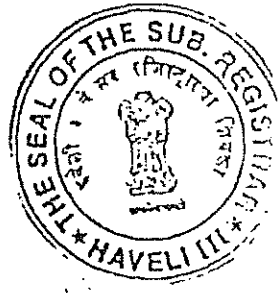
गोपनीय दस्तावेज बनवून देणार तयारकीत तीजडीड चा दस्तऐवज करून दिल्याचे कबूल करतात.
शिफारस क्र.3 ची नोज 03 / 11 / 2015 05 : 27 : 33 PM

नोंदः
दस्तावेज दुपट्या निबंधक यांच्या ओळखीचे असून दस्तऐवज करून देणाऱ्यांना व्यवतीशः ओळखतात, व त्यांची ओळख पटवितात

क्र.सं.	पक्षधारकचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नामः उई म्मााचंद्र ववन वाळे तगः-17 पत्ताः हळापार, पुणे पिन नं. 411028		

शिफारस क्र.4 ची नोजः 03 / 11 / 2015 05 : 28 : 21 PM

शिफारस क्र.5 ची नोजः 03 / 11 / 2015 05 : 28 : 32 PM नोटर्णी पुस्तक 1 मध्ये



EPayment Details.

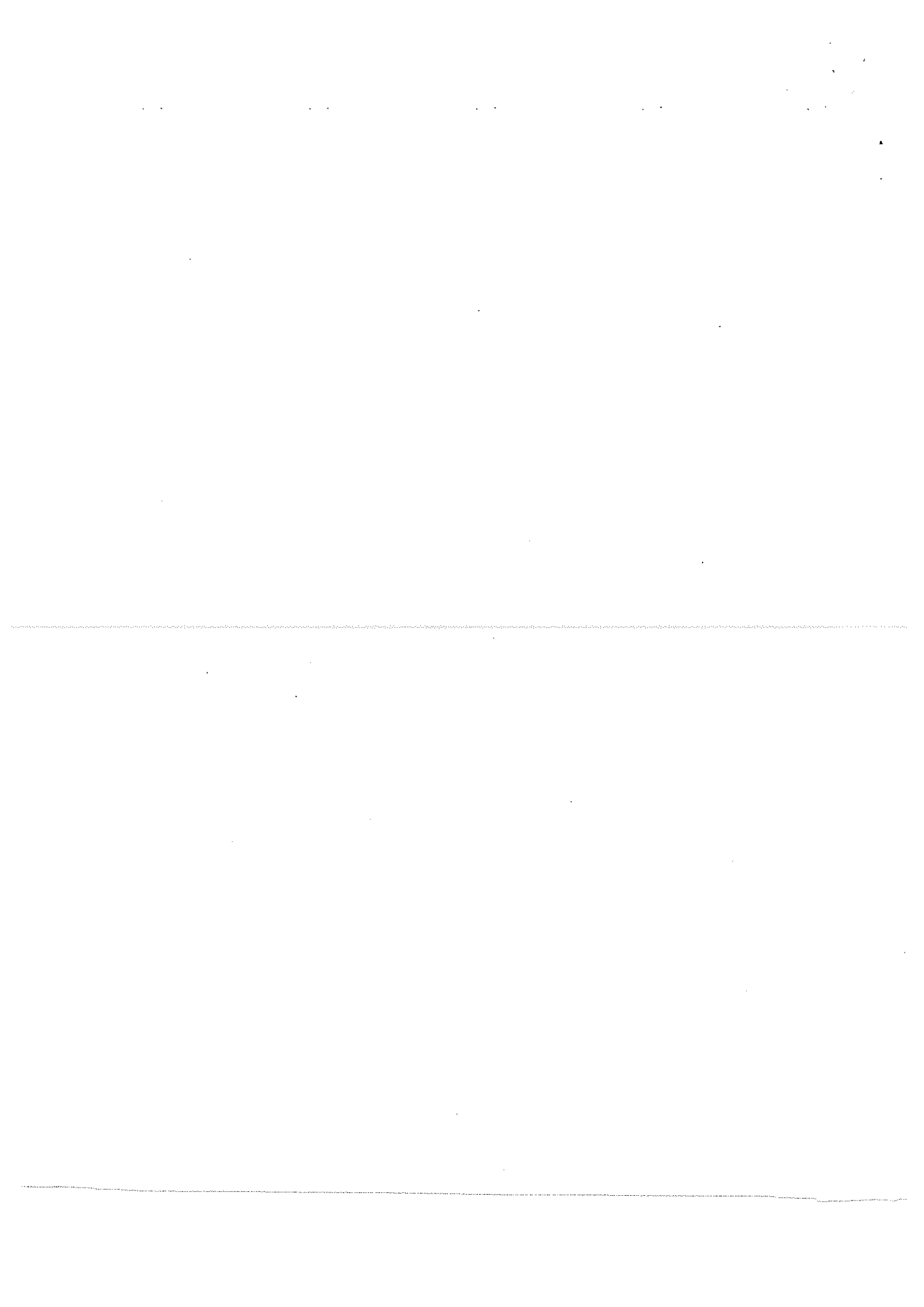
क्र.सं.	EPayment Number	Defacement Number
1	MH004630396201516E	0002823214201516
2	MH004629116201516E	0002823212201516

9984 /2015

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- Get print and max. CO of scanned document along with original document immediately after registration

प्रमाणित करण्यात येते की, पहिले नंबरचे पुस्तकाचे दस्तावेज एकूण... पावे आहेत. ... वंदरी नोंदला

पुणे दुपट्या निबंधक हवेली क.03... दिनांकः 3 / 11 / 2015



THE SCHEDULE OF LAND ABOVE REFERRED TO

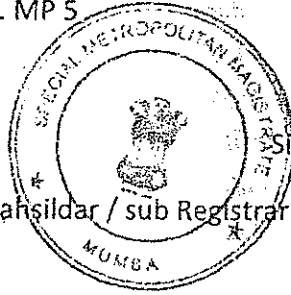
All that piece and parcel of land measuring 6000 Sq. Mtrs. (i.e. 64584 Sq. Ft.) situated in Plot No. MP 4 , Survey No. 130 (Part), at Magarpatta City, Hadapsar , Pune – 411028, Maharashtra, and bounded as follows :

NORTH : 9 Mtrs. Wide road & S. No. 133

EAST : Final Plot No. MP – 3

WEST : 24 Mtrs. Wide II CMTR Road

SOUTH : Final Plot No. MP 5



[Handwritten Signature]
11.8.2017
Special Metropolitan Magistrate
Mumbai

Signature & Seal

District Magistrate / Tahsildar / sub Registrar or Other Registering Authority

