DEED OF LEASE

THIS DEED OF LEASE MADE AND EXECUTED ON THIS 27th DAY OF FEBURARY, 2009, AT PUNE, BETWEEN:





न्या की कितम राष्ट्र पत्ना की मेंगा कितम राष्ट्र पत्ना की मेंगा की की की की नाम

पत्वा द्रा निश्द , ना भावणाण इस्ते द्रा भा हा दिनांक 28/2/05 698 १९७६ कि कि

SHREE RAMESHWAR MAHADEO PANCH

A CHARITABLE TRUST
REGISTERED UNDER THE BOMBAY PUBLIC TRUCT ACT 1956.

HAVING REGISTERED OFFICE AT: MANIPUR, MANCHAR, TALUKA AMBEGOAN, DISTRICT PUNE.

BY IT'S CHAIRMAN;

MR. DATTATRAY RAMBHAU THORAT.

AGE; 33 YEARS, OCC.: BUSINESS, Authorized vide Board Resolution dated 01.04.2003

hereinafter called "THE LESSORS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their respective heirs, legal representatives, administrators, executors, successors and assigns) of the FIRST PART.

AND

NATIONAL CENTRE FOR RURAL DEVELOPMENT

A public trust registered under the Bombay Trust Act 1950, having its Registered office at: 14, Silver View Apartments, 11, Nagar Road, Pune 411014

THROUGH AUTHORIZED SIGNATORY

MRS. NETRA PRITAM SHAH, AND DORAGE: ADULT, OCC: BUSINESS,

ME DEVENDRA PRAKASH SHAH ASE: ADULT; OCC: BUSINESS RIA-: MANCHAR, AMBESOAN, PUNE

hereinafter called "THE LESSEE" (which expression shall unless it be repugnant to the context or meaning there of be deemed to include its successors and assigns) of the SECOND PART.

WHEREAS the land admeasuring about 2 H 40 Ares out of and forming part of S. No. 11 (Old GAT No. 147) totally admeasuring 4 H 20 Ares, situated at Village Shewalwadi, Taluka Ambegoan, District Pune (hereinafter referred to as the "said Land / demised premises") is owned by the Party of the First Part i.e. the Lessor. (hereinafter referred to as the "SAID OWNERS / LESSOR").

AND WHEREAS the Party of the Other Part is a public welfare organization which is established with a motive for the benefit and development of the rural people by establishing schools and colleges in rural areas.

AND WHEREAS the Party of the Second Part were on the look out for vacant land for constructing a school / college on the said land On coming o know about the requirement of the Party of the Second Part, the Party of the First part approached the Party of the Second part and offered to let out the said land to the Party of the Second Part.

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31 d o1 6251300C 4194 AND WHEREAS the motive of the origination is for the welfare of the rural areas hence the Party of the First Part agreed to lease the said land on low-priced rate. Accordingly the Lessor and the Lessee entered into a Lease Deed on 9.4.2003. The said Lease Deed has been executed on Rs.120/- stamp paper and the same is notarized. However the Lessor and the Lessee have decided to register this Lease Deed.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BEIWEEN THE PARTIES HERETO AS FOLLOWS:-

- a) That in consideration of the monthly rent hereby reserved and of the terms, conditions, covenants and stipulation contained herein, the Lessors do and each of them doth hereby demise **BY WAY OF LEASE** unto the Lessee, the Said Land more particularly described in the Schedule hereunder written (Hereinafter referred to as the "Land"), TO HOLD the same for the terms of **99** (Ninety Nine) years commencing from 01.01.2004 to 31.12.2113, subject to payment of monthly rent to be paid in advance on or before 10th day of each month.
 - b) The Lessors record having handed over the actual, physical, vacant and peaceful possession of the Land to the Lessee and the Lessee confirms having received the same on 01.01.2004.

2. a) MONTHLY RENT

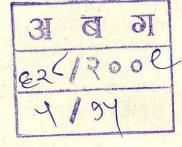
- i) In consideration for the lease of the land hereunder which is to be used only for constructing a school, the LESSEE will pay to the LESSOR rent at Rs. 01/- (Rupees One only) per month from the date of commencement of lease
- ii) Such rent shall remain unchanged for the entire lease period of 99 years.
- iii) Such rent stipulated herein shall be paid to the Lessors, or to any other person as may be directed by the Lessors.
- v) The Lessor has handover the possession of the Land to the Lessee on 01.01.2004 from the date of handing over of the LESSEE at his own cots and expenses shall be entitled to construct a school building.
- vi) The rent on becoming payable shall be paid by the LESSEE without any formal demand by the LESSOR.

3. OTHER CHARGES

In addition to payment of monthly, the Lessee shall bear and pay the following

- (i) The charges for the electricity consumed in the erected school building as per meter readings of the meters to be provided for that purpose separately for the Land and school building
- (ii) All Rates, charges, Taxes, cesses and assessment, in respect of the Land levied, charged or imposed by the Grampanchayat or any other authority constituted in that behalf during the term of the lease.





(iii) All cost, charges and expenses for telecommunication or otherwise utilities and services used, enjoyed or consumed.

The Lessee hereby agrees to pay the same regularly without any delay and default. Any default in such other charges or negligence in payment on due date is to be treated as breach of contract. If such other charges remains unpaid the Lessor shall not be liable to the payment of such outstanding charges.

4. FACILITIES

- a) The land is provided with electric load. In case the Lessee requires additional electric load, the Lessee shall pay the additional deposit to the MSEB at actuals, whenever the same is required to be paid.
- b) The LESSEE would be permitted to install split A/Cs and exhaust of the AIC on the available external walls in the to be erected building
- c) The Lessee shall at its cost and expenses be entitled to put its name plate, neon signs and other sign board with or without light inside, on the external part of the Land and the erected school building however, that the Lessee shall be responsible to pay all charges, taxes or levies, if any, imposed by any local body or authority or Grampanchayat and all electricity charges, for such board.

The Lessee at its cost and expenses shall be entitled to install and use telephones other tele communication and other equipment (s) and services in the Demised Premises as may be required.

5. USAGE

- a) The LESSEE shall use the Demised Premises only for school purposes i.e. educational purposes and for no other commercial purpose. Incase the Lessee uses the demised premises for other commercial purposes other then specified then the Lessor shall the right to terminate this Lease.
- b) The Lessee shall be entitled to use the Said Premises for 24 hours day and seven days a week.
- c) The Lessee shall be entitled to construct-install erect employ bring in apply or use all articles, things, furniture's, fixtures, fittings, counters, wooden temporary partitions or compartments as may be required for its purposes.

6. REPRESENTATIONS COVENANTS BY THE LESSORS

a) The LESSOR is the sole and absolute owner of and has good, clear and marketable title to the said Premises and has good right, full power and absolute authority to grant unto the LESSEE the Premises in the manner herein appearing, and that the LESSOR is not prohibited in any manner whatsoever from granting the Premises on lease basis to the LESSEE by any decree or order of a court of competent jurisdiction. Without prejudice to the right of the LESSEE to terminate this lease agreement in case of any defect or deficiency in the LESSOR title or ability to grant this lease or in case of any dispute arising with regard to the ownership of the Premises, the LESSOR agrees to keep the LESSEE indemnified against any obligations, losses or liabilities arising out of any defect or deficiency in the LESSOR title or ability to grant this lease or in case of any

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dispute arising with regard to the ownership of the Premises and the consequent interference in the peaceful and lawful occupation of the LESSEE of the Premises till the expiry of the license.

b) The LESSOR is not restricted in any manner whatsoever from granting the Premises on Lease basis to the LESSEE in the manner contemplated in this Lease Agreement, by any agreement contract or document or by any rule, regulation or notification or by any order of a court, tribunal or any other authority.

The LESSEE shall be entitled to apply and obtain at its own cost separate telephone lines. The LESSEE shall have the right to surrender the said separate telephone lines to the telephone company on or before the expiry or earlier termination of the license (whichever is earlier), if any. The LESSOR shall give the necessary No Objection and/or consent to enable the LESSEE to obtain the separate telephone lines.

- c) The Lessors have full right and absolute authority, to give the Demised Premises on lease to the lessee as intended herein.
- d) The Lessors have paid all previous electricity and meter charges and all taxes and there charges upto the date of execution hereof. However, if the Lessee receives any invoices or bills from the concerned authorised for the period before execution of this agreement, the same shall be paid by the Lessors within 30 (thirty) days from the date of intimation thereof is given to them.

7. ACCESS TO LESSORS

The Lessee shall permit the Lessors and/or their authorised representative, with at least 2 working days prior notice to enter the Demised Premises at reasonable hours for the purpose of inspection of the state and condition of the Demised Premises.

8. TRANSFER - ASSIGNMENT

- a) The Lessee shall not be entitled to assign, transfer, sublet or under let the Demised Premises or part with possession thereof nor shall create any charges, mortgage, lien or otherwise deal with the Demised Premises or any part thereof, in any manner whatsoever.
- b) The Lessors shall have right, at any time during the period of and subject to the terms and conditions of this lease to sell or transfer or otherwise deal with and/or dispose of the Demised Premises or any part/s thereof to any person whomsoever in the manner as they may deem fit. In case of sale of the said premises by the LESSOR all the above terms and conditions of Lease shall apply to the new owner and cost of stamped papers/registration charges will be borne by the new owners.

9. RENEWAL

The lease at the option of the parties hereto may be renewed, after expiry of ninety nine years on the terms and conditions as may be mutually agreed upon. However he ownership of the building shall always vest on the Lessee.

10. REPAIR AND MAINTENANCE

All day to day repairs and maintenance along with all structural repairs such as cracks in the structure, replacement of hidden sanitary pipes etc. of the Demised Premises and building shall be carried out by the Lessee at its own cost.

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11. TERMINATION

- a) The Lessee shall have the right to terminate this Lease Deed by giving 3 (three) months notice without assigning any reason.
- b) The Lessors shall not have right to terminate the lease during the agreed term of 99 years.
- c) The Lease of the Demised Premises by the Lessors is joint inseparable impartiable one transaction and neither of the Lessors or the Lessee shall have right, power or authority to accept or reject the same in part or parts.

12. NOTICE

- (a) That any notice required to be served upon the LESSEE shall be sufficiently served upon if posted to it by Regd A.D. Post or left at the Demised Premises and duly acknowledged by the LESSEE.
 - (b) That any notice which may be required to be served upon the LESSOR shall be sufficiently served and given if delivered to it by Regd. A.D. Post or left at the address first given above and duly acknowledged by the LESSOR.

13. ARBITRATION

In case of any dispute or difference arising between the parties hereto in any of the matters under this Deed of Lease or interpretation or implementation of any of the terms and conditions herein, the same shall be resolved through arbitration of two arbitrators to be appointed separately by the parties hereto, under New Arbitration and Conciliation Act, 1996, and the rules framed thereunder or any other legislation that may be in force in place thereof, applicable to arbitration proceeding. The Venue of the arbitration shall be at Pune. The cost of arbitration shall be paid by the parties hereto as may be directed by the Arbitrators in their award.

- 14. This agreement and the contents hereof supersede each and all agreements, arrangements, understandings, letters, correspondences, representations etc. between the parties hereto with respect to the subject matter herein.
- 15. The Lessee shall be entitled to erect a building or buildings and/or structures and constructions on the said land in accordance with the plans and specifications approved and sanctioned by the Collector and any other Body or Authority as may be required by any law for the time being in force and shall be entitled to enjoy the said building, structures and constructions as he/she/they will erect on the said land and the same shall be in his/her/their absolute ownership.





IN WITNESS WHEREOF the parties have hereto set and subscribed their respective hands and seal on duplicate, the day and year first hereinabove written.

SCHEDULE ABOVE REFERRED TO:

All that piece and parcel of land admeasuring about 2 H 40 Ares out of and forming part of S. No. 11 (Old GAT No. 147) totally admeasuring 4 H 20 Ares, situated at Village Shewalwadi, Taluka Ambegoan, District Pune, which is within the limits of Grampanchyat Shewalwadi, Taluka Panchayat Samiti Haveli, Zilla Parishad Pune, which is within the Registration District Pune, Registration Taluka Ambefoa, Pune and the same is bounded as follows:

Towards East: Mahadeo Mandir and MSEB Power House

Towards West: Odha.

Towards South: Property owned by Mr. Bika G. Throat and others. Towards North: Property owned by Mr. Baburao B. Thorat and others.

SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED:

SHREE RAMESI

SHREE RAMESHWAR MAHADEO MANDIR PANCH THROUGH IT'S CHAIRMAN; MR. DATTATRAY RAMBHAU THORAT.

(LESSORS)

NATIONAL CENTRE FOR RURAL DEVELOPMENT THROUGH ITS CHAIRMAN MR. DEVENDRA PRAKASH SHAH. AUTHORISED VIDE RESOLUTION DATED 01.04.2003.

(LESSEEE)

IN THE PRESENCE OF:

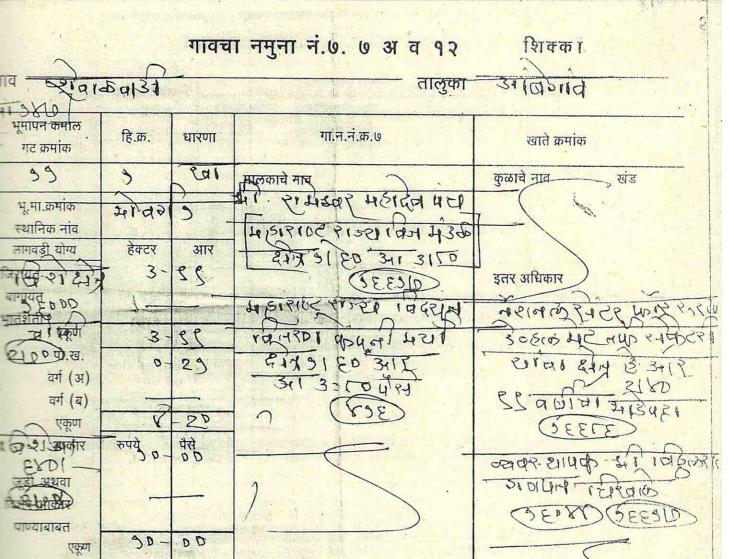
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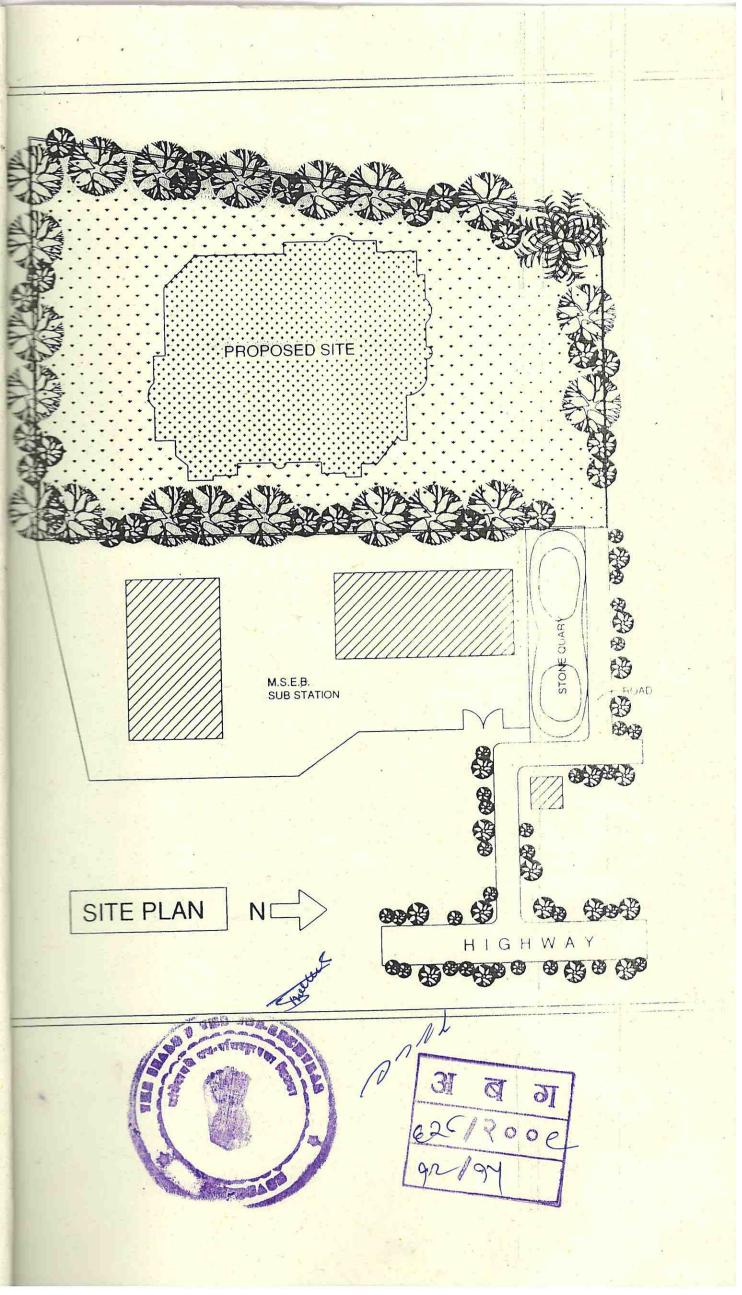


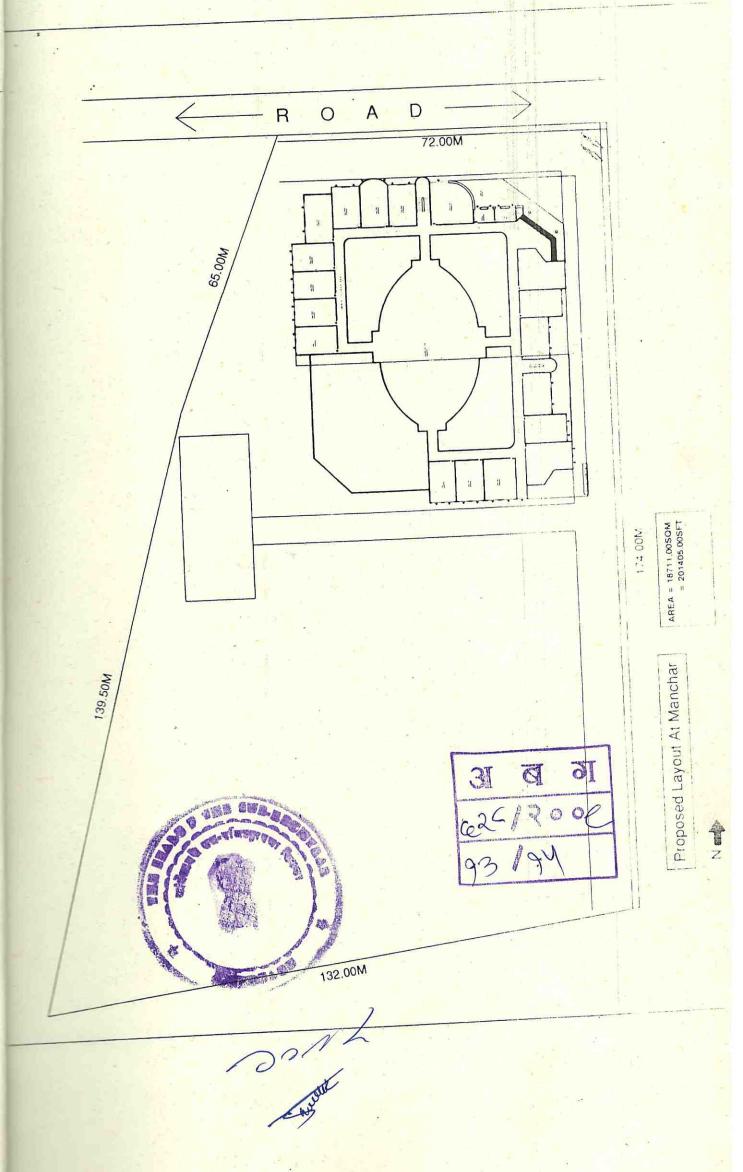


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27/02/2009

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628/2009 दस्ताचा प्रकार : भाडेपट्टा

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मकारा शहा - -

पत्ताः घर/फ्लॅट नं: -

गल्ली/रस्ताः -ईमारतीचे नावः -

ईमारत नं: -

पेद/वसाहत: 14 सिल्वर व्यु अपार्ट

शहर/गावः पुणे तालुकाः पुणे

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दस्त गोषवारा भाग - 2

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दस्त क्रमांक (628/2009)

दस्त क्र. [अबग-628-2009] चा गोषवारा

बाजार मुल्य :914000 मोबदला 0 भरलेले मुद्रांक शुल्क : 27500

दस्त हजर केल्याचा दिनांक :27/02/2009 04:22 PM

निष्पादनाचा दिनांक: 27/02/2009 दस्त हजर करणा-याची सही:

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जिल्का क्र. 1 ची वेळ : (सादरीकरण) 27/02/2009 04:22 PM

विक्का क्र. 2 ची वेळ : (फ़ी) 27/02/2009 04:25 PM चिक्का क्र. 3 ची वेळ : (कबुली) 27/02/2009 04:26 PM विक्का क्र. 4 ची वेळ : (ओळख) 27/02/2009 04:26 PM

दस्त नोंद केल्याचा दिनांक : 27/02/2009 04:27 PM

पावती क्र.:632 दिनांक:27/02/2009 पावतीचे वर्णन नांव: नॅशनल सेंटर फॉर रुरल डेव्हलपमेंट तर्फ

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देवेंद्र प्रकाश शहा - -

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सही, आंबेगाव

मोळख:

इप्यम निबंधक यांच्या ओळखीचे इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळ्खतात, व त्यांची ओळख पटवितात.

1) अंड अहुजा एम एस- - ,घर/फ़्लॅट नं:

गल्ली/रस्ता: -

ईमारतीचे नावः -

ईमारत नं: -

चेट/वसाहतः -शहर/गावः पुणे

वासुकाः पुणे

क्रिय क्लम्बात बेते की, या दस्तालको एकू

पित्री नवसाक्षे पुरस्ताना

