



Sunday, October 05, 2014  
3:01 PM

पावती

Original/Duplicate

नोंदणी क्र. :39म

Regn.:39M

पावती क्र.: 10385 दिनांक: 05/10/2014

गावाचे नाव: शिवणे

दस्तऐवजाचा अनुक्रमांक: हवल22-8781-2014

दस्तऐवजाचा प्रकार : भाडेपट्टा

सादर करणाऱ्याचे नाव: - - युनिक एज्युकेशन अँड स्पोर्ट्स फाउन्डेशन तर्फे विश्वस्त म्हणून  
निखिल विनोद करकरे

नोंदणी फी रु. 30000.00

दस्त हाताळणी फी रु. 540.00

पृष्ठांची संख्या: 27

एकूण: रु. 30540.00

आपणाम मूळ दस्त, थंबनेल प्रिंट, सूची-२ व सीडी अंदाजे 3:15 PM ह्या वेळेस मिळाले.

Jt. Sub Registrar Haveli 22

बाजार मूल्य: रु.5930648 /-

मोबदला: रु.5930648/-

भरलेले मुद्रांक शुल्क : रु. 267000/-

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH003184765201415E दिनांक: 05/10/2014

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु 540/-

गावाचे नाव : शिवणे

(1) विलेखाचा प्रकार	भाडेपट्टा
(2) मोंबदला	रु.5,930,648/-
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)	रु.5,930,648/-
(4) भू-मापन,पॉटहिम्सा व घरक्रमांक(असल्यास)	3,2/1 पालिकेचे नाव: पुणे इतर वर्णन : , इतर माहिती: गाव मोजे शिवने येथील मिळकत क्र. स नं. 3 हिस्सा क्र.2/1 मधील 1 हेक्टर 36 आर पैकी 40 आर म्हणजेच 1371.47 चौ.मि म्हणजेच 40000 चौ. फूट असे या दस्ताच्या मिळकतीचा विषय आहे
(5) क्षेत्रफळ	1,371.47 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून घेणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1) नाव:- - मुनिक एड्युकेशन अँड स्पोर्ट्स फाउन्डेशन तर्फे विश्वस्त म्हणून निखिल त्रिनोद करकरे ,वय: 40; पत्ता :-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: ए-3 ईशान नगरी फ्लॅट नं 25, बारजे पुणे, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र पुणे. पिन कोड:- 411052 पॅन नंबर: ADHPK4408L
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1)नाव:- बाळासाहेब बबनराव डांगट ; वय:71; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: सु.पोस्ट. शिवने ता हवेली जिल्हा पुणे, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र पुणे. पिन कोड:- 411023; पॅन नं:- AAOPD8677Q; 2)नाव:- रामदास बबनराव डांगट ; वय:64. पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: सु.पोस्ट. शिवने ता हवेली जिल्हा पुणे, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र पुणे. पिन कोड:- 411023; पॅन नं:- AKUPD9560C;
(9) दस्तऐवज करून दिल्याचा दिनांक	04/10/2014
(10) दस्त नोंदणी केल्याचा दिनांक	05/10/2014
(11) अनुक्रमांक,खंड व पृष्ठ	8781/2014
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	रु.267,000/-
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	रु.30,000/-
(14) शेर	

मी नवकल वाचली }  
मी रुजुकत घेतली } *See*

*दस्तावेज*  
श्री. डांगट  
यांना दिली

अस्सलवर हुकुम नकल

दिनांक - 5/10/2014

सह. दु.नि. (वर्ग-२) हवेली-२२

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(iii) Within the limits of any Grampanchayat or any such area not mentioned in sub-clause (ii)

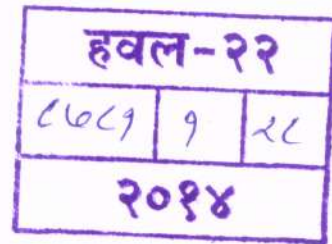




CHALLAN  
MTR Form Number-6

GRN	MH003182922201415E	BARCODE			Date	04/10/2014-12:59:49	Form ID	36
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Non-Judicial Customer-Direct Payment			TAX ID (If Any)				
	Sale of Non Judicial Stamps IGR Rest of Maha			PAN No. (If Applicable)		ADHPK4408L		
Office Name	HVL1_HAVELI NO1 SUB REGISTRAR			Full Name		NIKHIL V KARKARE		
Location	PUNE							
Year	2014-2015 One Time			Flat/Block No.		3/2/1		
Account Head Details		Amount In Rs.		Premises/Building				
0030046401	Sale of NonJudicial Stamp		267000.00	Road/Street		40000 SQ FT		
				Area/Locality		SHIVANE		
				Town/City/District				
				PIN		4 1 1 0 2 3		
				Remarks (If Any)				
				PAN2=AAOPD8677Q~PN=MR BALASAHEB B D				
				ANGAT~CA=				
				Amount In				
				Two Lakh Sixty Seven Thousand Rupees Only				
Total		267000.00		Words				
Payment Details				FOR USE IN RECEIVING BANK				
BANK OF MAHARASHTRA								
Cheque-DD Details				Bank CIN		REF No.		
				02300042014100400493		197384852		
Cheque/DD No				Date		04/10/2014-13:00:59		
Name of Bank				Bank-Branch		BANK OF MAHARASHTRA		
Name of Branch				Scroll No. , Date		Not Verified with Scroll		

Mobile No. : 7798982003

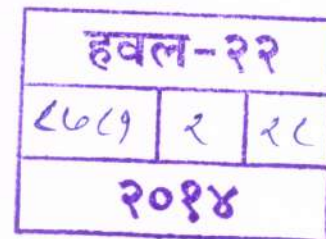


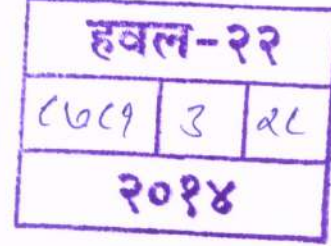
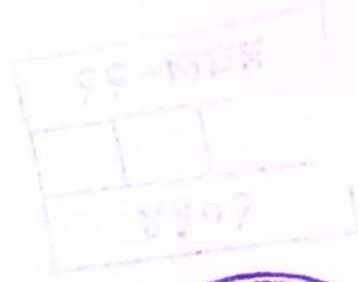


CHALLAN  
MTR Form Number-6

GRN	MH003184765201415E	BARCODE					Date	04/10/2014-13:47:57		Form ID	36
Department	Inspector General Of Registration				Payer Details						
Type of Payment	Registration Fees				TAX ID (If Any)						
	Ordinary Collections IGR				PAN No. (If Applicable)			ADHPK4408L			
Office Name	HVL1_HAVELI NO1 SUB REGISTRAR				Full Name			NIKHIL V KARKARE			
Location	PUNE										
Year	2014-2015 One Time				Flat/Block No.			3/2/1			
Account Head Details		Amount In Rs.		Premises/Building							
0030063301	Amount of Tax		30000.00		Road/Street			40000 SQ FT			
				Area/Locality			SHIVANE				
				Town/City/District							
				PIN			4 1 1 0 2 3				
				Remarks (If Any)							
				PAN2=AAOPD8677Q-PN=BALASAHEB B DANG							
				AT-CA=							
				Amount In			Thirty Thousand Rupees Only				
Total		30000.00		Words							
Payment Details				BANK OF MAHARASHTRA				FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN		REF No.		02300042014100400729		197404277	
Cheque/DD No				Date		04/10/2014-13:48:53					
Name of Bank				Bank-Branch		BANK OF MAHARASHTRA					
Name of Branch				Scroll No. . Date		Not Verified with Scroll					

Mobile No. : 7798982003





## LEASE DEED

**THIS LEASE DEED** is made on this 4th day of October Two Thousand and Fourteen at Pune,

### BETWEEN

**1. MR. BALASAHEB BABANRAO DANGAT**

Age: 71 Years Occupation: Business

PAN NO: AAOPD8677Q

**2. MR. RAMDAS BABANRAO DANGAT**

Age: 64 Years Occupation: Business

PAN NO: AKUPD9560C

Both R/at: Shivne, Tal: Haveli

Dist: Pune.

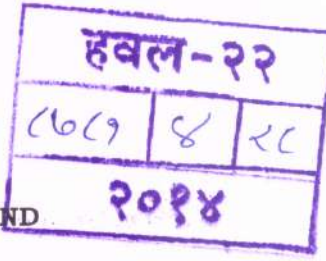
Hereinafter referred to as the **LESSOR**

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

-----**THE PARTY OF THE FIRST PART;**



AND



**UNIQUE EDUCATION AND SPORTS FOUNDATION**, a Charitable Trust duly registered under the relevant provision of Bombay Public Trust Act, bearing Registration No. E-5119, Pune and having its registered office at A-3 Ishan Nagari, Flat No. 25, Warje, Pune - 411 052, through its authorized representative/trustee **MR. NIKHIL VINOD KARKARE** PAN NO: ADHPK4408L

Hereinafter referred to as the **LESSEE**

(which expression shall, unless repugnant to the context or meaning thereof shall include and be deemed to include the said Lessor, its board of trustees/s, its member/s, authorized representative/s, office bearer/s, authorized signator/ies, managing committee member/s, its successor/s, administrator/s, liquidator/s, executor/s and assigns, etc.)

-----**THE PARTY OF THE SECOND PART;**

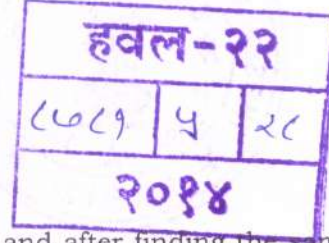
The party of the first part and the second part, are collectively referred to as the 'Parties' and individually as lessor and lessee respectively.

**WHEREAS** the Lessors are having peaceful possession and absolute joint ownership of land property situated at Sr.No. 3 Hissa No. 2/1 at Village: Shivne, Tal : Haveli, Dist: Pune, admeasuring approximately 40000 sq.ft (i.e. 3717 sq.mts) and more particularly described in SCHEDULE - I (and hereinafter referred to as the **leased premises** for the sake of brevity).

**AND WHEREAS** the Lessee is an Educational Trust having its registered office and place of business at the aforementioned address. Lessee is mainly having its activities and expertise of providing primary, secondary and higher education, through modern techniques, facilities and ideologies, thereby making the experience of learning much easier.

**AND WHEREAS** the Lessee, was on a look out for a property on lease for a period of 30 years, in Pune District, more particularly in Haveli Tehsil, for the purpose of undertaking its educational activities.

**AND WHEREAS**, the Lessee, after coming to know about the property



owned by the Lessors, inspected the same and after finding the same to be suitable for the purpose of its educational activities, has made a proposal dated 01.09.2014 to the Lessors for grant of the said property on Lease to the Lessee for a period of 30 years.

**AND WHEREAS,** the Lessors, after receiving the aforesaid proposal from the Lessee, and after considering the nature of activity going to be carried out by the Lessee, the Lessors have considered the said proposal and showed their intention and willingness of giving the leased premises on lease for a period of 30 years to the lessee for the purpose of carrying on its objectives.

**AND WHEREAS,** the Lessors have supplied all the title documents to the Lessee regarding their clear and marketable title to the leased premises, the Lessors have represented and assured the Lessees that the leased premises is free from all or any encumbrance, and the Lessee has accordingly perused all the relevant documents pertaining to the title of the leased premises, and is convinced about the absolute ownership and peaceful possession of the Lessors over the leased premises on the basis of documents supplied by the Lessors, and hence the Lessee has shown its intentions and willingness to take the leased premises on lease for a period of 30 years.

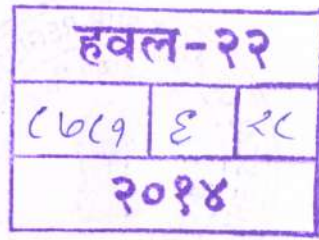
**AND WHEREAS,** the board of trustees of the Lessee have, vide their board meeting dated 22.09.2014 passed a resolution, thereby authorizing and empowering **MR. NIKHIL VINOD KARKARE** for and on behalf of the trust and its board of trustees, to sign, execute and deliver the present leased deed and all or any other document/s and or agreement/s incidental and necessary for the said purpose.

**AND WHEREAS,** the Lessors have agreed to grant lease of the leased premises to the Lessee for a period of 30 years, for the only purpose of undertaking educational activities under the name and style WALHUT SCHOOL in "BABANRAO VITHOJI DANGAT" campus.

NVK

NVK

**AND WHEREAS,** after various discussions and negotiation, the parties



herein have reached an understanding, and have agreed and decided to enter into the present lease agreement on the terms and conditions set out herein below.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the Parties as under:

**1. LEASE**

1.1 Unless terminated as specifically provided under the provisions of this Agreement, the Lessors hereby unequivocally and irrevocably grants and confer unto the Lessee, the leasehold rights in the **leased premises** free from all encumbrances, costs, charges, claims, demands and any other liabilities whatsoever, to hold and enjoy without any interruption, the **leased premises**.

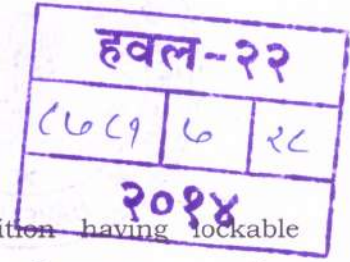
**2. LEASED PREMISES:**

- 2.1 It is expressly agreed by and between the Parties that the leased premises shall consist of land and building/superstructure/Shade and the Lessors shall bear all costs towards the building, superstructure, shade, if any required to be built upon the leased premises, in future as per the specification of Lessee and plans approved by the competent authorities as per statutory requirements, to render it operational for educational purpose of the lessee, without any legal impediment.
- 2.2 It has been agreed that, the Lessee shall take care of the leased premises at all opportune time and shall keep the leased premises in tenable and habitable conditions, and undertake any minor repairs and maintenance activities during the term of this agreement, at its own cost, however, any expenses incurred by the lessee for any major repairs shall be at the cost of the Lessors, and the Lessors shall adjust such cost incurred by the Lessee for major repairs, towards the lease rentals to be paid by the Lessee.

**3. HANDING OVER OF LEASE PREMISES ON EXECUTION OF LEASE DEED**

3.1 It is hereby expressly agreed by and between the Parties that the Lessors shall hand over the vacant and peaceful possession of





leased premises in fully secured condition having lockable provision for all entry and exit points, to the Lessee on executing of the present lease deed.

#### 4. CONDITIONS PRECEDENT

The respective obligations of the Lessors and Lessee under this Agreement are subject to the satisfaction in full of the following conditions precedent:

- 4.1 The Lessors have represented that they are having a clear, valid, legal, marketable and unencumbered title to the leased premises free from all encumbrances, charges, claims of any nature whatsoever and the Lessors are in physical, vacant, peaceful and unobstructed possession of the leased premises. However, the Lessee has carried out the due diligence of the title to the Leased premises and thus the Lessee has satisfied itself about the title of the Lessors to the leased premises.
- 4.2 Each party shall bear the cost of fulfilling their own obligations under this agreement.
- 4.3 Time shall be the essence for performance of the obligations as set out herein.

#### 5. TERM

##### 5.1. INITIAL TERM / LOCK-IN PERIOD

- i. Unless terminated as specifically provided under the provisions of this Agreement the Lease shall be for a period Term of 30 (Thirty) years, which period shall hereinafter be referred to as the 'Initial Term' of the Agreement. Keeping in view the huge expenditure and resources being expended by the Lessor, it is expressly agreed by and between the Parties that neither Party shall terminate this Agreement for the Initial Term of the Agreement i.e. Thirty (30) years which is also referred to as the 'Lock-in Period'.

##### 5.2. RENEWAL

- i. Initial Term of Thirty (30) years may be extended for a further period of Thirty (30) years (the 'Extended Term<sup>1</sup>') from the expiry of the Initial Term on such terms and conditions as may be mutually



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agreed between the Parties and to be decided and confirmed upon by the parties hereto and subject to fresh / new lease deed to be executed in the last month of initial period. If no such fresh / new lease deed on fresh terms and conditions is executed till the last month of initial term then the present lease automatically stands concluded without renewal and lessees are liable for surrendering lease hold rights on lessors.

### 5.3. EXPIRY/TERMINATION OF AGREEMENT

- i. It has been expressly agreed that, this Agreement will not be terminated save and except as provided herein and will come to an end only on the expiry of the Term of this Agreement.
- ii. It has been expressly agreed that, in case of default on part of the Lessee to pay the lease rentals over a continuous period of 03 months, the lessors shall have the right to terminate the present agreement by giving 90 days notice. Notwithstanding the right of Lessors to terminate the agreement on default by the Lessee, the Lessors shall be entitled to interest @ 18% p.a. against the arrears of rent for the period of delay till the realization of the principal in full, from the date of default, and the Lessors shall be entitled to obtain physical possession of the leased premises.
- iii. It has been expressly agreed that, the Lessee shall have the option to terminate the present agreement before the lease period, by giving 90 days prior notice to the Lessors of its intention of terminating the agreement subject to forfeiture of security deposit and payment of entire lease rent for the remaining or residual period of the present lease agreement from the date of termination.
- iv. It has been expressly agreed that, if the present lease agreement comes to an end for any reasons within the control of the Lessor and beyond the control of the Lessee, or for the reasons that the Lessor avails the option of early termination of the present lease agreement by giving 90 days prior notice to the Lessee, then the Lessee shall be entitled for the payment of entire lease rent for the remaining or residual period of the present lease agreement from the date of termination.



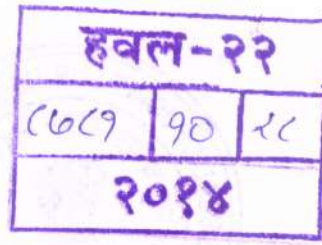
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**6. RIGHT OF FIRST REFUSAL**

- 6.1 It is expressly agreed and understood by and between the Parties herein, that at anytime during the Initial Term of this Agreement, in the event of the Lessors being desirous of selling and/or transferring/alienating the Leased Premises, the Lessee shall have the right of first refusal to buy the said Property at the highest market value existing at that time. Only if the Lessee expressly refuses in writing, to purchase the Property along or does not intimate its decision to the Lessors in this matter *on* or before the expiry of thirty (30) days from the date of offer, the Lessors have absolute right to sell and/or transfer/alienate the said Property to any third party only after complying with the process set out herein.
- 6.2 It is expressly agreed that in the event of refusal and/or deemed refusal by Lessee to purchase or acquire the leased premises as set out above, the Lessor have a right to sell and/or transfer the said Property to any third party along with the rights arising out of this agreement, only if such third party simultaneous to the sale of the Leased Premises, executes a Deed of Adherence to this Lease in consonance with and according to terms and conditions of present lease Agreement and registers such Deed of Adherence with the appropriate authority subject to end of Initial Term only. However, it is expressly agreed and understood by and between the Parties that any sale and/or transfer/alienation of the leased premises to any third party shall be as per then prevailing highest market value and not as per government Ready Reckoner if government Ready Reckoner value is less than market value.
- 6.3 It is expressly provided that in the event the Lessor sells the leased premises to any third party, other than the Lessee, the said sale shall have no effect on the validity and continuity of the present lease till the end of Initial Term only, and the third party will execute a Deed of Adherence to this Agreement as aforesaid in clause 6.2 herein above.

**7. LEASE RENTALS & SECURITY DEPOSIT:**

- 7.1 The Lease Rentals payable by the Lessee to the Lessors shall be paid in twelve equal installments (exclusive of all existing/applicable,



Municipal Corporation Taxes, Non-Agricultural Taxes, and all further Government, Semi-Government, Corporation, Local Body Taxes as may be applicable from time to time) with an increase by 5% after every two years till the end of initial period 30 years, as described in **SCHEDULE - V** herein below. The Lease Rentals which has been fixed per month, shall be paid to the Lessor on or before the 5<sup>th</sup> day of every month.

- 7.2. The Lessee shall pay to the Lessors an amount of Rs. 33,60,000/- (Rupees Thirty Lacs Sixty Thousand Only) towards security deposit, which shall be refunded to the Lessee on the expiry of this agreement as provided herein before, unless the security deposit has been adjusted against the Rental Arrears payable by the Lessee, if any. That it is agreed between parties that amount of security deposit will be paid by lessee to the lessors on completion of construction or at the time of possession, which ever is earlier.
- 7.3 The Lease rentals payable by the Lessee to the Lessors shall be paid on account of the Lessors in equal proportion or as instructed by the Lessors, by way of Demand Draft or Cheque.
- 7.4 That the Lessee shall pay the bills received from competent authority like M. S. E. D. Co. Ltd. for electric consumption and from Telephone Authorities, in respect of the matter provided to use of the scheduled property and for its educational purposes. That the Lessee shall pay the M. S. E. D. Co. Ltd. bills and telephone bills up to date and do not leave any balance to be paid till the expiry of the present lease.

## **8. REPRESENTATIONS, DECLARATIONS, COVENANTS AND UNDERTAKINGS**

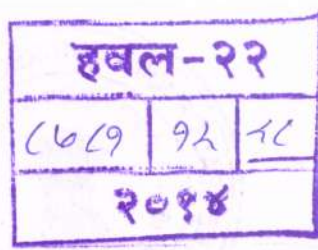
8.1 The Lessors represents, declare, covenant, warrant and undertake:

- i. That it is having a clear, free, legal and marketable title to the leased premises and undertakes to retain with itself the Ownership of the leased premises during the Term of the Agreement, subject to the provision of clause 6 herein above, and declare that the leased premises is free from all encumbrances, mortgages, claims, demands, costs etc, of any nature whatsoever.
- ii. That Lessee shall during the Term of this Agreement have

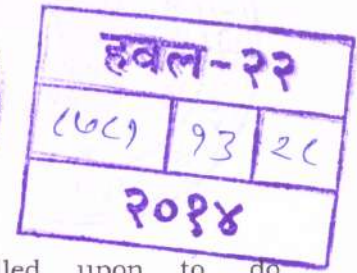


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- the exclusive right to enter upon, operate and manage the leased premises to carry on its educational activities, without any interference from the lessors and/or any person / party claiming through or under the Lessors.
- iii. That the Lessor have not received any claim or notice or attachment order, or acquisition or requisition notice in respect of the leased premises from and court of law or competent authority and there are no suits, litigations, demands of any nature pending before any authority, statutory or otherwise, or before any court of law. If, at any time in the future any material fact which is not disclosed by the Lessors is found out by the Lessee, the Lessee will have the undisputed right to terminate this Agreement forthwith. The Lessee on such termination shall, in addition to the remedies as agreed to between the Parties under this Agreement including claim for damages, have recourse to such other remedies as may be available to the Lessee under any law for the time being in force.
  - iv. That the Lessor shall co-operate and help in obtaining and keeping in force throughout the Term of this Agreement, all necessary approvals, licenses, sanctions, permissions, No Objection Certificates etc. obtained / required to be obtained from all concerned Government, Semi-Government and/or municipal bodies/authorities necessary for carrying on the educational activities on the leased premise subject to period of Initial Term.
  - v. That the Lessors shall bear all costs towards the building, superstructure, shade, required to fully equip the leased premises as per the specification of Lessee and plans approved by the competent authorities, to render it operational for educational purpose of the lessee, without any legal impediment.
  - vi. That there are no circumstances and/or events to the knowledge of the Lessor which could in any manner adversely impact the Lease granted to the Lessee herein and the Lessess's ability to enjoy and operate its educational activities through the leased premises freely subject to period of Initial Term.
  - vii. That the Lessee shall have full right and absolute authority to run, conduct, operate, manage and/or to renovate, modernize expand and develop the leased premises, at the cost of lessors, in



- implementation of this Agreement, and for this purpose do all the necessary acts, things and deeds and advertise and promote the educational activities in any manner it may think fit without any interference of whatever nature so long as the Lessee does not commit any act which would in any way adversely affect the interest of the Lessor during the Term of this Agreement.
- viii. That the Lessors shall not, during the Term of the Agreement, incur any debt or liability or encumber the leased premises or enter into any arrangement or contract in respect of the leased premises with any third party except as set out in this Agreement. Further they shall not commit or do any act or deed which may harm the interest of the lessee during the Term of this Agreement.
- ix. That the Lessors shall keep Lessee indemnified in accordance with the provisions of this Agreement.
- x. That there are no civil and/or criminal cases or other litigations filed by or against the Lessors or pending before any court, tribunal, revenue authorities, tax authorities or administrative authorities or any other judicial or quasi judicial authorities nor are there any pending arbitration proceedings, notices for acquisition/requisition or notices for any other purposes affecting the leased premises there by affecting the rights of the Lessee under this agreement.
- xi. That the Lessee shall be entitled to exercise all rights granted under this Agreement and for implementing this Agreement, and that the Lessor shall not do any act of commission or omission that will in any way jeopardize and/or affect such rights and facilities.
- xii. That Lessee shall have the absolute right to license and/or permit the use of any area/premises in the leased premises, to any third party as it may deem fit but not as a sub-lessee and subject to only purpose of lessee's educational activities and not for any other purpose or act.
- xiii. That whatever permissions/approvals/sanctions that are required to be obtained for the purpose of entering into the present agreement and fulfilling their obligations under this Agreement from any person or authorities will be applied for, obtained and kept in force by the Lessors at all times during the subsistence of



- this agreement.
- xiv. That the Lessor shall, as and when called upon to do so by the Lessee, enter into such other agreements with the Lessee as may be necessary for giving proper effect to or for smoother implementation of the terms of this Agreement.
- xv. That the Lessors shall be liable to pay and discharge land revenue tax and any other taxes levied or leviable, by any authority, statutory or otherwise, Government or Semi-Government bodies, Local Authorities, Revenue Authorities in respect of the leased premises during the Term of this Agreement, and keep the Lessee indemnified in respect of the same during the period of this agreement.
- xvi. That the Lessors shall not in any manner interfere in the day to day activities, operation, management and running of the educational activities in the leased premises.

8.2 The Lessee represents, declares, covenants, warrants and undertakes:

- i. That it shall not commit or do any act or deed detrimental to the interest of the Lessors in the leased premises.
- ii. That the Lessee shall adhere to the terms and conditions of payment of the Lease Rentals to the Lessors as stipulated in the present agreement herein before.
- iii. That the Lessee shall not create any third party interest by way of mortgage, or otherwise, in the leased premises.
- iv. That the Lessee shall maintain the Leased premises in proper condition as is expected from any prudent man.
- v. That during the tenure of the lease granted hereby, the leased premises shall be used and cause to be used by the Lessee for the purpose defined herein above only and under no circumstances, the leased premises or any part thereof shall be used for any other purpose, which is either forbidden by law for the time being in force or not covered under this agreement.
- vi. The Lessee shall be deemed to be in the exclusive occupation of the leased premises and the Lessors will have the right to enter upon the licensed premises at any time by giving a prior notice and obtaining prior permission to inspect the leased premises.



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- vii. The Lessee shall abide by and otherwise faithfully discharge its contractual/ legal obligations emanating from this Agreement and at all opportune times keeping the Lessors and the Leased premises totally harmless and fully indemnified against consequences of any act of omission or commission and / or misfeasance on the part of the Lessee.
- viii. The Lessee shall look after and attend all the routine maintenance of the leased premises at the Lessee's own costs and expenses.
- ix. The Lessee shall reimburse the Lessors with of all expenses that would be incurred to repair and / or to restore any loss, damage and / or deterioration to which the leased premises or any part thereof shall be subjected by any act of omission and commission on the part of the Lessee or for which the Lessee shall be responsible only during the tenure of the lease granted hereby.
- x. The Lessee shall not cause any nuisance or annoyance to the people in the neighborhood or store any hazardous good in the said leased premises, which could be detrimental to the interest of the Lessors or the people in the neighborhood.

## 9. INDEMNIFICATION

- 9.1 The Lessors will be liable and responsible for, and will indemnify Lessors against, all damages, costs (including taxes), claims, losses or other liabilities, including the expense for investigating and defending any claims and attorneys' fees suffered by Lessee directly or indirectly arising out of:
- Non-compliance of any applicable law(s), statutory approvals, permissions, in respect of the leased premises,
  - The lessee not being entitled to occupy and enjoy possession of the Premises, at any time during the tenure of this Agreement, and/or
  - Any breach by the lessor of any terms or conditions of this Agreement.
- 9.2 The Lessors undertake to indemnify and keep indemnified the Lessee, their heirs, successors or assigns at all times against any claims arising by, through, or under the Lessors in respect of the leased premises or the said shares and undertake to keep the Lessee and/or their successors in title/assigns indemnified and



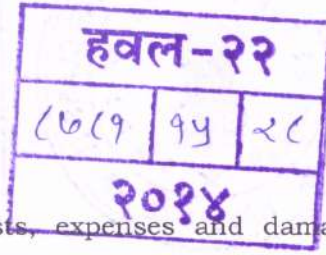


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- vii. The Lessee shall abide by and otherwise faithfully discharge its contractual/ legal obligations emanating from this Agreement and at all opportune times keeping the Lessors and the Leased premises totally harmless and fully indemnified against consequences of any act of omission or commission and / or misfeasance on the part of the Lessee.
- viii. The Lessee shall look after and attend all the routine maintenance of the leased premises at the Lessee's own costs and expenses.
- ix. The Lessee shall reimburse the Lessors with of all expenses that would be incurred to repair and / or to restore any loss, damage and / or deterioration to which the leased premises or any part thereof shall be subjected by any act of omission and commission on the part of the Lessee or for which the Lessee shall be responsible only during the tenure of the lease granted hereby.
- x. The Lessee shall not cause any nuisance or annoyance to the people in the neighborhood or store any hazardous good in the said leased premises, which could be detrimental to the interest of the Lessors or the people in the neighborhood.

## 9. INDEMNIFICATION

- 9.1 The Lessors will be liable and responsible for, and will indemnify Lessors against, all damages, costs (including taxes), claims, losses or other liabilities, including the expense for investigating and defending any claims and attorneys' fees suffered by Lessee directly or indirectly arising out of:
- Non-compliance of any applicable law(s), statutory approvals, permissions, in respect of the leased premises,
  - The lessee not being entitled to occupy and enjoy possession of the Premises, at any time during the tenure of this Agreement, and/or
  - Any breach by the lessor of any terms or conditions of this Agreement.
- 9.2 The Lessors undertake to indemnify and keep indemnified the Lessee, their heirs, successors or assigns at all times against any claims arising by, through, or under the Lessors in respect of the leased premises or the said shares and undertake to keep the Lessee and/or their successors in title/assigns indemnified and



harmless altogether with all costs, expenses and damages in respect of any demand raised against the Lessee by any person or persons claiming through them which may be due and payable on the title document of the Lessors and the Lessors further undertake/s to keep the Lessee and their permitted assigns and successors save and harmless together with cost and expenses in respect of any lacuna in title whereby the Lessee are prevented in their right to peaceful occupation and enjoyment of the leased premises or the same is disturbed or effected in any manner whatsoever, during the term of this agreement .

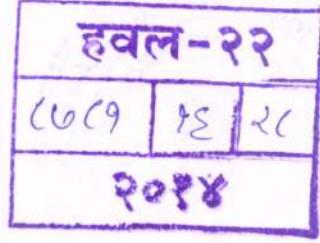
- 9.2 The Lessee undertakes to indemnify and keep indemnified the Lessors, their heirs, successors or assigns at all times against any damage to the leased premises, during the term of this agreement except for any losses due to natural calamities such as Flood, Land Slide, Earthquake, Rain, Cyclone or any act beyond control of Lessors,
- 9.3 The Lessee undertakes to indemnify and keep indemnified the Lessors, against any breach by the Lessee of any terms or conditions of this Agreement.

#### **10. WAIVER**

- 10.1 The failure of either Party to insist upon a strict performance of any of the terms and conditions of this Agreement or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party subject to period of lease granted.

#### **11. EXCLUSIVITY**

- 11.1 The Lessors agree that they shall not enter into any agreement in respect of the leased premises, which will affect the educational activities or all or any other activities carried out by the Lessee, on the leased premises under this Agreement without the prior written approval of Lessee except as stated in clause 6 and subject to period



of lease granted.

11.2 The Lessors agree that they shall, without prior and written consent of the Lessee, not enter into any agreement, with any other individual(s), firm(s), legal entity(s), trust(s), organization(s) or corporation(s) in respect of the leased premises or any part of land owned by the Lessors and on which the leased premises is constructed and situated, in respect of any activity concerned and or related and or incidental to any educational activities, which could create direct and or indirect competition to the very purpose and object of the activities of the Lessee thereby causing serious prejudice to interest of the Lessee.

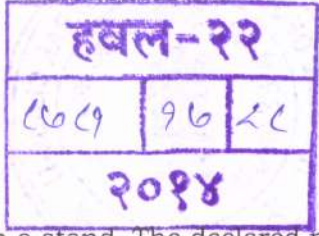
11.3 The Lessee agrees that, subject to what is provided in para 11.2 herein above, the Lessors shall be at liberty to enter into any agreement, with any other individual(s), firm(s), legal entity(s), trust(s), organization(s) or corporation(s) in respect of the leased premises or any part of land owned by the Lessors and on which the leased premises is constructed and situated, for any other activity or business purpose other than any activity related and or incidental to any educational activities.

11.4 The Lessors agree that, the Lessors shall take every care and responsibility to ensure that, any agreement entered into or executed as provided in clause 11.3 herein above, shall not in any manner cause any type of nuisance or any activities endangering life or property, and or any other activity forbidden by law for the time being in force, during the term of this agreement.

## 12. PARTIAL INVALIDITY

12.1 If any provision of this Agreement is declared by any judicial or any competent authority to be void, voidable, illegal or otherwise unenforceable, the Parties shall replace that provision with a provision which is valid and enforceable and most nearly gives effect to the original intent of unenforceable provision or by mutual agreement of the Parties it may be severed from this Agreement and the remaining provision of this Agreement shall remain in full force and effect subject to period of Lease granted.

12.2 Any such declaration in clause 12.1 herein above shall not be construed as termination of the present agreement as a whole and



neither of the parties shall take such a stand. The declared provision of this agreement shall be altered or modified accordingly in consonance with the provision of law keeping the original intent of the present agreement in force.

**13. NOTICE**

13.1 All communications and notices to be given by either Party to the other in connection with right and obligations of both parties under or pertaining to this Agreement shall be sent by Registered Post Acknowledgement Due and email only, and addressed as follows:

- i. To the Lessors

**Shri. Girish Ramdas Dangat**  
R/at: Shivne, Tal: Haveli, Dist: Pune.

- ii. To the Lessee

**UNIQUE EDUCATION AND SPORTS FOUNDATION,**  
Having its registered office at A-3 Ishan Nagari, Flat No. 25, Warje, Pune - 411 052, through its authorized representative. **Mr. Nikhil Vinod Karkare**

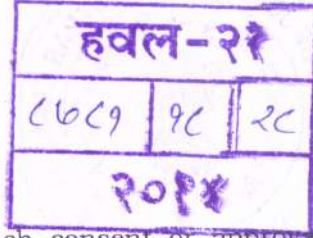
13.2 Either Party may change individuals designated to receive notices or addresses and in such an event, advance notice shall be given to the other Party by means of a written notice of any such change.

**14. RELATIONS BETWEEN THE PARTIES**

14.1 Nothing contained herein shall be construed as establishing or creating a relationship of master and servant, partnership, principal and agent, licensor and licensee between the Parties hereto, but strictly on a principal to principal basis and nothing contained herein shall be construed as a sale, transfer or disposal of the whole or substantially the whole of the undertaking of the Lessee or Lessor and/or creating any interest in the leased premises save and except as provided herein.

**15. CONSENT**

15.1 Whenever in this Agreement the consent or approval of Lessors or



the Lessee is required, such consent or approval shall, in the absence of any express stipulation to the contrary herein, mean the prior consent or approval and shall be in writing and shall be duly executed by an authorized officer of Lessors or the Lessee granting such consent or approval and shall not be unreasonably withheld.

#### 16. EFFECTS OF TERMINATION:

- 16.1 It has been agreed between the parties that, unless renewed, the Lessee shall vacate the leased premises and hand over peaceful physical possession of the leased premises to the Lessors on the expiry of term of this agreement on "as is where is basis". If lessee fail to handover physical possession of the leased premises to the lessors on expiry of the term of this agreement then the security deposit will stands forfeited and lessees shall have to pay double the amount of rent to the lessors till actually handing over of physical possession.
- 16.2 It has been agreed between the parties that, in case of earlier termination, either by the Lessor or Lessee, as provided herein before in clause 5.3 herein above, the Lessee shall hand over peaceful physical possession of the leased premises to the Lessor on "as is where is basis" within 90 days of notice period.
- 16.3 That it is expressly agreed between the parties of this agreement that in the event of dissolution of the **Lessee** firm / trust/institute all or any of the above mentioned director/s/trustee/s /authorities shall, forthwith, hand over the possession of the leased premises to the **Lessors** or any person authorized by the **Lessors**. That the **Lessee** firm and its Director/trustees/authorities expressly assure this **Lessors** that in any other event of termination of this Lease agreement by either of the party by giving notice to that effect to the other party or in the event of breach of any of the terms of this agreement, any of the director/trusties/authorities of the **Lessee** trust shall forthwith hand over the vacant possession of the leased premises to the **Lessors** or any person authorized by the **Lessors**, irrespective of the implied or express powers of the directors/trustees/authorities as per their trust/Company Deed.



#### 17. GOVERNING LAW

17.1 This Agreement shall be governed by the laws of India and shall be subject to the jurisdiction of courts in Pune.

#### 18. AMENDMENT

18.1 This Agreement shall not be altered, modified or amended except in writing duly signed by or on behalf of the Parties.

#### 19. BINDING NATURE

19.1 The provisions of this Agreement shall be legally binding on the Parties hereto.

#### 20. STAMP DUTY

21.1 The leased premises is open plot and the valuation is done as per the ready recknor available at the office of Registration.

21.2 **Lease Period** : 30 years with initial lock-in period of 30 years.

21.2 **Area under Lease** : 3171.47 Sq. Mts.

21.3 **Valuation per Sq.mts** : Rs. 1870/-

21.4 **Valuation of Property** : Rs. 1870 x 3171.47  
= Rs. 59,30,648/-

21.5 **90% of the Valuation** : Rs. 59,30,648/-  
= Rs. 53,37,583/-

21.6 The total stamp duty payable on 90% of the value of the property of Rs. 53,37,583/- is **Rs. 2,67,000/- (Rupees Two Lacs Sixty Seven Thousand Only)** and the same has been affixed along with.

#### SCHEDULE I-A

##### (Description of the Land Property)

ALL THAT PIECE AND PARCEL OF LAND BEARING Sr. No.3 Hissa No.2/1 situated at Village Shivne, Tal: Haveli Dist: Pune admeasuring 00.H 40.R (i.e. 3171.47 Sq.Mts) out of total land bearing 01H 36R, within the local jurisdiction of Village Grampanchayat Shivne, and Sub-

Registrar Haveli No.19 Dist Pune and bounded as follows: <sup>NW</sup>

On or towards North

: Land of Shekhar Dangab

On or towards East

: Mahadev Temple

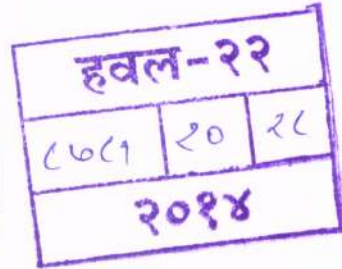
On or towards South

: River Mulha

On or towards West

: Part of Si.No.3/2/1

<sup>NW</sup>





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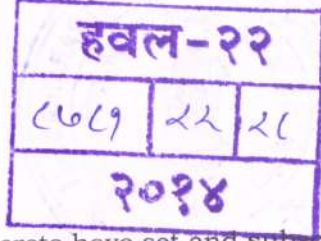
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**SCHEDULE - V**

The amount mentioned in Column - 6 shall be payable by the lessee to the lessor in 12 equal monthly installments for each year mentioned in Column -1.

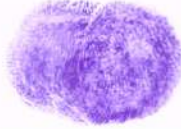
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Year	From	To	Amount	5% increase	Amount Payable
1	2014	2015	3360000		3360000
2	2015	2016	3360000		3360000
3	2016	2017	3360000	168000	3528000
4	2017	2018	3528000		3528000
5	2018	2019	3528000	176400	3704400
6	2019	2020	3704400		3704400
7	2020	2021	3704400	185220	3889620
8	2021	2022	3889620		3889620
9	2022	2023	3889620	194481	4084101
10	2023	2024	4084101		4084101
11	2024	2025	4084101	204205.05	4288306.05
12	2025	2026	4288306.05		4288306.05
13	2026	2027	4288306.05	214415.3025	4502721.353
14	2027	2028	4502721.353		4502721.353
15	2028	2029	4502721.353	225136.0676	4727857.42
16	2029	2030	4727857.42		4727857.42
17	2030	2031	4727857.42	236392.871	4964250.291
18	2031	2032	4964250.291		4964250.291
19	2032	2033	4964250.291	248212.5146	5212462.806
20	2033	2034	5212462.806		5212462.806
21	2034	2035	5212462.806	260623.1403	5473085.946
22	2035	2036	5473085.946		5473085.946
23	2036	2037	5473085.946	273654.2973	5746740.243
24	2037	2038	5746740.243		5746740.243
25	2038	2039	5746740.243	287337.0122	6034077.255
26	2039	2040	6034077.255		6034077.255
27	2040	2041	6034077.255	301703.8628	6335781.118
28	2041	2042	6335781.118		6335781.118
29	2042	2043	6335781.118	316789.0559	6652570.174
					<b>138355377.1</b>





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

Signed and delivered by



*B. Babanrao*



1. MR. BALASAHEB BABANRAO DANGAT



*R. Babanrao*



2. MR. RAMDAS BABANRAO DANGAT  
PARTY OF THE FIRST PART

Signed and delivered by

UNIQUE EDUCATIONAL AND SPORTS FOUNDATION  
(Through its authorized representative)



*N. Karkre*

MR. NIKHIL VINOD KARKRE  
PARTY OF THE SECOND PART



WITNESSES:

1. Name: *Bhushan Sallunkar*  
Address: *267/G, Wajare Takat Market,*

*Marje Pune-411058*

2. Name: *Ravindra Patil*  
Address: *M. Ravindra Patil's*

*Pune-209 B/S Nauri Peth*

मी मसुदा तयार केला  
अडव्होकेट... *S.R. Kakade*

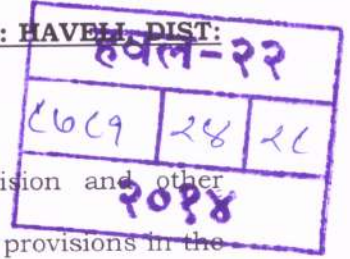
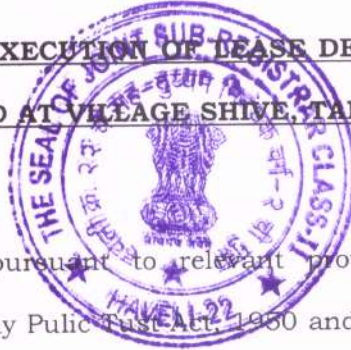


# UNIQUE EDUCATIONAL AND SPORTS FOUNDATION

A-3 ISHAN NAGARI, FLAT NO. 25, WARJE, PUNE - 411 052

CERTIFIED TRUE COPY OF THE RESOLUTIONS PASSED IN THE MEETING OF THE BOARD OF TRUSTEES OF UNIQUE EDUCATIONAL AND SPORTS FOUNDATION HELD ON SATURDAY THE 22<sup>ND</sup> DAY OF SEPTEMBER 2014, AT 11.00 AM AT THE OFFICE OF THE TRUST AT A-3 ISHAN NAGARI, FLAT NO. 25, WARJE, PUNE - 411 052.

AUTHORIZATION FOR SIGNING AND EXECUTION OF LEASE DEED IN RESPECT OF SR. NO. 3 HISSA No.2/1 SITUATED AT VILLAGE SHIVNE, TAL: HAVELI, DIST: PUNE.



"IT IS HEREBY RESOLVED THAT pursuant to relevant provision and other applicable provisions if any of the Bombay Public Trust Act, 1950 and provisions in the Trust Deed Mr. Nikhil Vinod Karkare - Trustee/Secretary is hereby empowered and authorized for and on behalf of the trust and the board of trustees, to sign and execute the lease deed to be executed between the trust and Shri. Balasaheb B. Dangat and Shri. Ramdas B. Dangat, , the owners of property situated at Village Shivne, Tal: Haveli property bearing Sr. No. 3 Hissa No. 2/1 admeasuring approximately 40,000 Sq. feet i.e. 1371.47 sq.mts and to sign and execute the lease deed to be executed between the trust and to accept all the terms and conditions of the lease deed as deemed fit in the interest of the trust, and to do all or any of the acts necessary and incidental for giving proper effect to the said lease deed

"IT IS HEREBY FURTHER RESOLVED THAT Mr. Nikhil Vinod Karkare - Trustee/Secretary of the Trust be and is hereby authorized to sign necessary documents, certified true copies of resolutions to give effect to the resolutions."

Certified True Copy

Date: 04.10.2014

For **UNIQUE EDUCATIONAL AND SPORTS FOUNDATION**

*N. Karkare*

Mr. Nikihl V. Karkare  
Trustee/Secretary.



स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER  
AAOPD8677Q

नाम / NAME  
BALASAHEB BABANRAO DANGAT

पिता का नाम / FATHER'S NAME  
BABANRAO VITHU DANGAT

जन्म तिथि / DATE OF BIRTH  
18-10-1945

हस्ताक्षर / SIGNATURE  
*B.D. Dangat*

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

आयकर विभाग  
INCOME TAX DEPARTMENT

DANGAT RAMDAS BABAN  
BABAN VITHUJI DANGAT

01/06/1957  
Permanent Account Number  
AKUPD9560C

*R.B. Dangat*  
Signature



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आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

NIKHIL VINOD KARKARE  
VINOD VASUDEO KARKARE

21/11/1978  
Permanent Account Number  
ADHPK4408L

*N. Karkare*  
Signature



ADVOCATE  
BAR COUNCIL OF  
MAHARASHTRA & GOA

HIGH COURT, MUMBAI  
10-1267 3371.

NAME: SATYAJIT RAJENDRA KAKADE  
RESIDENCE : 1194/26 "MUGUT" GHOLE RD. S'NAGAR, PUNE-5  
ROLL No.: Mah/1409/2002  
ENROLLED ON : 25-6-2002

*Satyajit Kakade*  
SECRETARY







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दस्त गोपवारा भाग-2

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दस्त क्रमांक.8781/2014

दस्त क्रमांक हवल22/8781/2014

पत्ताचा प्रकार :-भाडेपट्टा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	आंगुलीचा छाप
1	नाव:बाळासाहेब बबनराव डांगट पत्ता:प्लॉट नं: - माळा नं: -, इमारतीचे नाव: मु.पोस्ट. शिवसे ना हवेली जिल्हा पुणे, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, पुणे. पिन नंबर:AACPD8677Q	मालक वय :-71 स्वाक्षरी:-		
2	नाव:अप्रदास बबनराव डांगट पत्ता:प्लॉट नं: - माळा नं: -, इमारतीचे नाव: मु.पोस्ट. शिवसे ना हवेली जिल्हा पुणे, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, पुणे. पिन नंबर:AKUPD9560C	मालक वय :-64 स्वाक्षरी:-		
3	नाव :- पुनिक एज्युकेशन अँड स्पोर्ट्स फाउन्डेशन तर्फे विश्वस्त म्हणून निखिल विनोद करकरे पत्ता:प्लॉट नं: - माळा नं: -, इमारतीचे नाव: ए-3 ईशान दगरी प्लॉट नं 25, वारजे पुणे, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, पुणे. पिन नंबर:ADHPK4408L	भाडेकरू वय :-40 स्वाक्षरी:-		

वरील दस्तपोक्त काल देणार तथाकथित भाडेपट्टा चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिकका क्र.4 ची वेळ: 05 / 10 / 2014 02 : 56 : 30 PM

ओळख:-

गदर इमम सय्याम निबंधक यांच्या ओळखीचे अमुन दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटते.

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	आंगुलीचा छाप
1	नाव:वसिष्ठ मन्यजिन राजेंद्र काकडे वय: 34 पत्ता:1104, 26, धोज रोड शिवाजीनगर पुणे पिन नंबर: 411005	स्वाक्षरी		

शिकका क्र.4 ची वेळ: 05 / 10 / 2014 02 : 56 : 30 PM

Jt.Sub Registrar Haveli-22

EPayment Details



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८०८१

प्रमाणित करणेत येते की,  
या दस्तऐवजामध्ये एकूण २८ पृष्ठे आहेत.  
पहिले नंबराचे पुस्तकाचे नंयरी नोंदविला

सह दुय्यम निबंधक (वर्ग-२) हवेली क्र.२२  
दिनांक ०५ / १० / २०१४

