

453/4464

पावती

Original/Duplicate

Wednesday, March 10, 2021

नोंदणी क्र.: 39म

12:08 PM

Regn.: 39M

पावती क्र.: 5105 दिनांक: 10/03/2021

गावाचे नाव: माण

दस्तऐवजाचा अनुक्रमांक: मलस२-4464-2021

दस्तऐवजाचा प्रकार: भाडेपट्टा

सादर करणाऱ्याचे नाव: विलास जावडेकर इको शेल्टर्स प्रा. ली. तर्फे संचालक श्री. आदित्य विलास जावडेकर तर्फे नोंदणी करिता कु. मु. धारक श्री. धनराज तावरे -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2000.00

पृष्ठांची संख्या: 100

एकूण:

रु. 32000.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

12:26 PM ह्या वेळेस मिळेल.

MLS2

बाजार मूल्य: रु. 258395800 /-

मोबदला रु. 0/-

भरलेले मुद्रांक शुल्क : रु. 12919800/-

सह दुय्यम निबंधक  
श्रेणी - १, मुळशी - २

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH012750643202021E दिनांक: 10/03/2021

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रकम: रु. 2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0803202118445 दिनांक: 10/03/2021

बँकेचे नाव व पत्ता:

*Dr. [Signature]*  
मुळ दस्त दिला.



453/4464

इतर  
पावती

Original/Duplicate

Monday, 15 March 2021 10:44  
AM

नोंदणी क्र. :39म

Regn.:39M

पावती क्र.: 5459 दिनांक: 15/03/2021

गावाचे नाव: -माण

दस्तऐवजाचा अनुक्रमांक: मलस२-4464-2021

दस्तऐवजाचा प्रकार : भाडेपट्टा

सादर करणाऱ्याचे नाव: विलास जावडेकर इको शेल्टर्स प्रा. ली. तर्फे संचालक श्री.आदित्य  
विलास जावडेकर तर्फे नोंदणी करिता कु. मु. धारक श्री. धनराज तावरे -

वर्णन

दस्त हाताळणी फी

रु. 300.00

पृष्ठांची संख्या: 15

एकूण:

रु. 300.00

MIS2

1); देयकाचा प्रकार: DHC रकम: रु.300/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1203202107872 दिनांक: 15/03/2021

बँकेचे नाव व पत्ता:

सह दुय्यम निबंधक  
श्रेणी - १, मुळशी - २





10/03/2021

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. मुळशी-२

दस्त क्रमांक : 4464/2021

नोदंणी :

Regn:63m

गावाचे नाव : माण

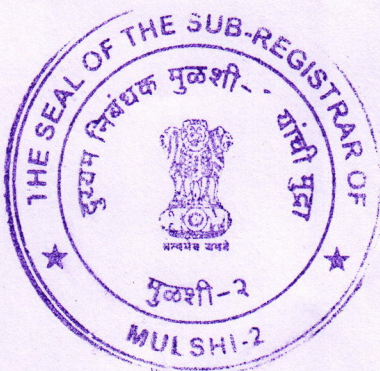
(1) विलेखाचा प्रकार	भाडेपट्टा
(2) मोबदला	0
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	258395800
(4) भू-मापन, पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव: पुणे इतर वर्णन : , इतर माहिती: गांव मौजे माण, ता. मुळशी, जिल्हा पुणे येथील गट क्र. 286/4/1/ब या मिळकतीवरील शाळेसाठी 29 वर्षांच्या कगरावर भाडे तत्वावर देण्यात येणारा जमीन मिळकत यासी क्षेत्र 7822.64 चौ. मी. व त्यावरील प्रस्तावित बांधकाम 125021 चौ. फुट ही मिळकत या दस्ताचा विषय असे. ( अभिनिर्णय प्र.क्र जा.क सजिनि / पुगा / अभि प्र.क्र 122/ 20/ 1030 / 2020 दिनांक 24/02/2021 ) ( ( Survey Number : 286/4/1/ब ; ) )
(5) क्षेत्रफळ	1) 7822.64 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- एवे मारीया एज्युकेशन ट्रस्ट तर्फे ट्रस्टी विन्सेंट अलबुर्क - - वय:-42; पत्ता:- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: मारिअम नगर , फेज 2 , नायगांव (वेस्ट), जिल्हा ठाणे, महाराष्ट्र. पिन कोड:-401207 पॅन नं:-AAATA0179Q
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- विलास जावडेकर इको शेल्टर्स प्रा. ली. तर्फे संचालक श्री. आदित्य विलास जावडेकर तर्फे नोंदणी करिता कु. सु. धारक श्री. धनराज तावरे - वय:-39; पत्ता:- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: 306, सिद्धार्थ टॉवर्स, संगम प्रेस रोड, कोथरूड, पुणे , महाराष्ट्र, पुणे. पिन कोड:-411038 पॅन नं:-AAECV3556D
(9) दस्तऐवज करून दिल्याचा दिनांक	24/02/2021
(10) दस्त नोंदणी केल्याचा दिनांक	10/03/2021
(11) अनुक्रमांक, खंड व पृष्ठ	4464/2021
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	12919800
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला  
अनुच्छेद :- :

मूल्यांकनाची आवश्यकता नाही कारण अभिनिर्णीत दस्त कारणाचा तपशील 1030/2020

(ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.



सह दुय्यम निबंधक  
श्रेणी-१, मुळशी-२



Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1		Certificate	1030	PUNE	12919800	SD		
2		eChallan		MH012750643202021E	30000	RF	0006099407202021	10/03/2021
3		DHC		0803202118445	2000	RF	0803202118445D	10/03/2021

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]





Scan

01.03

CHALLAN  
MTR Form Number-6

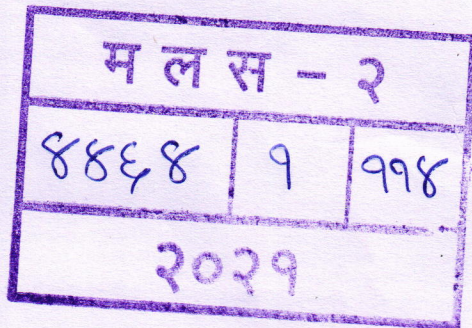
GRN	MH012750643202021E		BARCODE			Date	06/03/2021-11:41:28		Form ID				
Department	Inspector General Of Registration					Payer Details							
Type of Payment	Registration Fee Ordinary Collections IGR					TAX ID / TAN (If Any)							
						PAN No.(If Applicable)	AAATA0179Q						
Office Name	MLS2_MULSHI 2 SUB REGISTRAR					Full Name	AVE MARIA EDUCATIONAL TRUST						
Location	PUNE												
Year	2020-2021 One Time					Flat/Block No.	286/4/1B- AMENITY SPACE						
Account Head Details			Amount In Rs.			Premises/Building							
0030063301			30000.00			Road/Street	MANN						
						Area/Locality	PUNE						
						Town/City/District							
						PIN		4	1	1	0	5	7
						Remarks (If Any)							
						PAN2=AAECV3556D~SecondPartyName=VILAS JAVDEKAR ECO							
						SHELTERS PVT LTD~							
						Amount In	Thirty Thousand Rupees Only						
Total			30,000.00			Words							
Payment Details	BANK OF MAHARASHTRA					FOR USE IN RECEIVING BANK							
Cheque-DD Details						Bank CIN	Ref. No.	02300042021030643687		210656025014			
Cheque/DD No.						Bank Date	RBI Date	06/03/2021-11:44:43		Not Verified with RBI			
Name of Bank						Bank-Branch	BANK OF MAHARASHTRA						
Name of Branch						Scroll No. , Date	Not Verified with Scroll						

Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

Mobile No. : 9158002947

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्त्यासाठी लागू आहे. नोंदणी न करावयाच्या दस्त्यासाठी सदर चलन लागू नाही.







CHALLAN  
MTR Form Number-6



GRN	MH012750643202021E	BARCODE			Date	06/03/2021-11:41:28		Form ID	
Department Inspector General Of Registration					Payer Details				
Registration Fee					TAX ID / TAN (If Any)				
Type of Payment Ordinary Collections IGR					PAN No.(If Applicable)		AAATA0179Q		
Office Name MLS2_MULSHI 2 SUB REGISTRAR					Full Name		AVE MARIA EDUCATIONAL TRUST		
Location PUNE					Flat/Block No.		286/4/1B- AMENITY SPACE		
Year 2020-2021 One Time					Premises/Building				
Account Head Details				Amount In Rs.		Road/Street			
0030063301				30000.00		MANN			
						Area/Locality			
						PUNE			
						Town/City/District			
						PIN			
						4			
						1			
						1			
						0			
						5			
						7			
					Remarks (If Any)				
					PAN2=AAECV3556D~SecondPartyName=VILAS JAVDEKAR ECO				
					SHELTERS PVT LTD~				
Total					30,000.00		Amount In		Thirty Thousand Rupees Only
							Words		
Payment Details					FOR USE IN RECEIVING BANK				
BANK OF MAHARASHTRA									
Cheque-DD Details					Bank CIN		Ref. No.		02300042021030643687 210656025014
Cheque/DD No.					Bank Date		RBI Date		06/03/2021-11:44:43 08/03/2021
Name of Bank					Bank-Branch		BANK OF MAHARASHTRA		
Name of Branch					Scroll No. , Date		10308 , 08/03/2021		

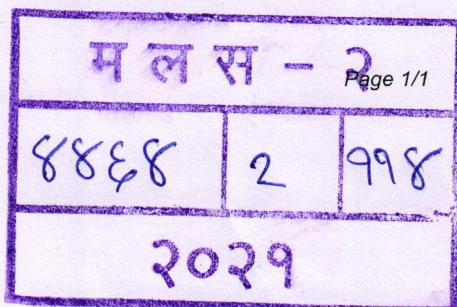
Department ID : Mobile No. : 9158002947  
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
सदर चलन केवल दय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

Signature Not  
Verified

Digitally signed by DS  
VIRTUAL TREASURY  
MUMBAI 03  
Date: 2021.03.10  
12:10:05 IST  
Reason: Secure  
Document

Challan Defaced

Sr. No.	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(IS)-453-4464	0006099407202021	10/03/2021-12:08:01	IGR045
Total Defacement Amount				30,000.00



Print Date 10-03-2021 12:10:04



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0803202118445	Date 08/03/2021
Received from AVE MARIA EDUCATIONAL TRUST , Mobile number 9604047985, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered (iSARITA) in the Sub Registrar office Joint S.R. Mulshi 2 of the District Pune Gramin.	
Payment Details	
Bank Name MAHB	Date 08/03/2021
Bank CIN 10004152021030813970	REF No. 008073012
This is computer generated receipt, hence no signature is required.	

म ल स - २		
४४६४	३	९९४
२०२१		





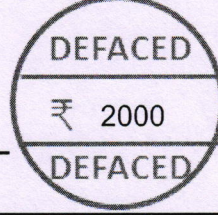


**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

**Receipt of Document Handling Charges**

PRN	0803202118445	Receipt Date	10/03/2021
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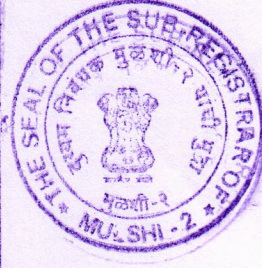
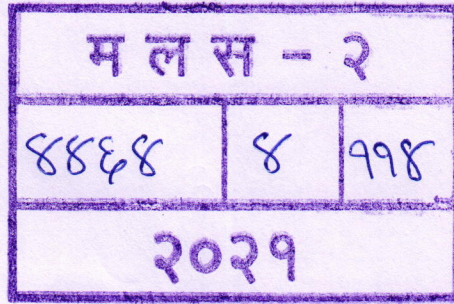
Received from AVE MARIA EDUCATIONAL TRUST , Mobile number 9604047985, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 4464 dated 10/03/2021 at the Sub Registrar office Joint S.R. Mulshi 2 of the District Pune Gramin.



**Payment Details**

Bank Name	MAHB	Payment Date	08/03/2021
Bank CIN	10004152021030813970	REF No.	008073012
Deface No	0803202118445D	Deface Date	10/03/2021

This is computer generated receipt, hence no signature is required.







म ल स - २	
४४६४	५ नोंदणी व मुद्रांक विभाग



सह जिल्हा निबंधक वर्ग-१ व मुद्रांक जिल्हाधिकारी पुणे जमीण पुणे यांचे कार्यालय  
शासकीय छायाचित्र नोंदणी कार्यालयाची ईमारत, ५ फायनांस रोड  
पुणे ४११ ००१ दुरध्वनी क्र. ०२०-२६०६९५०८

जा.क्र. सजिनि/पुग्रा/अभि. प्र.क्र. १२२/२०/ १०३० / २०२०

दिनांक २५/०२/२०२१

महाराष्ट्र मुद्रांक अधिनियम, १९५८ चे कलम ३१ खालील अभिनिर्णय प्रकरणातील

अंतीम आदेश

विषय : अभिनिर्णय प्र.क्र. १२२/२०२०.

- संदर्भ : १. अर्जदार यांचा दिनांक ०९/०७/२०२० रोजीचा अर्ज.  
२. या कार्यालयाचे दि.०६.१०.२०२० रोजीचे पत्र.  
३. अर्जदार यांचे दि. ०५.०२.२०२० रोजीचे पत्र.  
४. या कार्यालयाचा अंतरीम आदेश दि. १०.०२.२०२१.  
५. अर्जदार यांचे दि. २२.०२.२०२१ रोजीचे पत्र.

अर्जदार विलास जावडेकर इको शेलटर्स प्रा.लि. तर्फे श्री आदित्य विलास जावडेकर यांनी Agreement to Sub Lease Lease या शिर्षकाचा दस्त अभिनिर्णयासाठी या कार्यालयात सादर केलेला आहे. सदर अर्जासोबत निष्पादन न केलेले दस्ताचे प्रारूप सादर केलेले असून, संलेखातील मुद्रांकाबाबत अभिनिर्णय मिळण्यासाठी विनंती केली आहे. त्यानुसार अभिनिर्णय फी रु. १००/- ऑन लाईन पद्धतीने ग्रास प्रणालिव्दारे GRN NO MH002092719202021E दिनांक ०८/०७/२०२० अन्वये शासन जमा केलेली आहे. दस्तातील माहिती पुढील प्रमाणे :-

१	दस्ताचा प्रकार	Agreement to Sub Lease Lease (कालावधी २९ वर्ष)
२.	दस्त निष्पादनाचा दिनांक	निष्पादित नाही.
३.	लिहून देणार (Lessor)	विलास जावडेकर इको शेलटर्स प्रा.लि.
४.	लिहून घेणार (Lessee)	एवे मारीया एज्युकेशन ट्रस्ट
५.	मिळकतीचे वर्णन	मौजे माण ता. मुळशी जि. पुणे येथील गट नं. २८६/४/१/बी मधील क्षेत्र ७८२२.६४ चौ.मी. व त्यावरील प्रस्तावित बांधकाम १२५०२१ चौ.फु. म्हणजेच ११६१९.०५ चौ.मी. व पार्किंग क्षेत्र ३३२९.४० चौ.मी.
६.	जागा भाडे/ प्रिमियम/ मोबदला	रु. ३०/- प्रती चौ.फु. प्रति महाप्रमाणे व पुढे प्रत्येक ३ वर्षांनंतर भाडे वाढ. अनामत रक्कम रु. १०,००,००,०००/- (Refundable).
७.	या कार्यालयाने केलेले मूल्यांकन	रु. ५१,६७,९१,५००/- चे ५० % रक्कम रु. २५,८३,९५,७५०/- म्हणजेच रु. २५,८३,९५,८००/-

सदरचा दस्त भाडेपट्ट्याचा असून दस्तातील पान क्र. १ वर नमूद केल्यानुसार मौजे माण ता. मुळशी जि. पुणे येथील गट नं. २८६/४/१/बी मधील क्षेत्र ७८२२.६४ चौ.मी. व पान क्र. ५५ ते ६० वर नमूद केल्यानुसार प्रस्तावित बांधकाम १२५०२१ चौ.फु. म्हणजेच ११६१९.०५ चौ.मी. व पार्किंग क्षेत्र ३३२९.४० चौ.मी.

भाडे कालावधी :-

दस्तातील पान क्र. १२ मुद्दा १.१ (jj) मध्ये भाडे कराराचा कालावधी २९ वर्षे नमूद केलेले आहे.



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मासिक भाडे/प्रिमीयम/मोबदला :-

दस्तातील पान क्र. 72 वर एनेक्शर नं. 11 मध्ये नमुद केल्यानुसार, रु. 30/- प्रती चौ.फु. प्रति महाप्रमाणे व पुढे प्रत्येक 3 वर्षांनंतर भाडे वाढ. + अनामत रक्कम रु. 10,00,00,000/- (Refundable)

बाजारमूल्य

या कार्यालयाने सदर मिळकतीचे वार्षिक बाजारमूल्य दर तक्ता सन 2020-21 नुसार, विभाग क्र. 9.4, 27.2 प्रभाव क्षेत्र जमीन दर रु. 10240/- प्रती चौ.मी. सदरनिका दर रु. 38340/- प्रति चौ.मी. नुसार खालीलप्रमाणे मूल्यांकन केलेले आहे तसेच सुचना क्र. 7 (ड) नुसार :-

जागेचे क्षेत्र 7822.64 चौ.मी. (Maximum Permissible FSI per Plan 13298.49 चौ.मी.)

भाडे करारासाठी दिलेले क्षेत्र 125021 चौ.फु. म्हणजेच 11619.052 चौ.मी.

1. मूल्यांकन 1 ते 4 मजल्यांसाठी =	8616.078 x 38340	= 33,03,40,440/-
2. मूल्यांकन 5 व 6 मजल्यांचे =	3003.067 x 1.05 x 38340	= 12,08,94,470/-
3. पार्किंग =	3329.40 x 38340 x 0.25	= 3,19,12,300/-
4. टेरेस =	1072.4 x 38340 x 0.40	= 1,64,46,330/-
5. उर्वरीत चटई क्षेत्राचे मूल्यांकन =	1679.44 x 10240	= 1,71,97,470/-

एकूण 1+2+3+4+5 = रु. 51,67,91,010/- म्हणजेच रु. 51,67,91,500/-

मुद्रांक शुल्क :-

सदर भाडेकरार हा 29 वर्ष मुदतीचा असल्यामुळे त्यावर महाराष्ट्र मुद्रांक अधिनियम, 1958 चे अनुसूची एकमधील अनुच्छेद 36 (iii) नुसार बाजारमूल्य रक्कम रु. 51,67,91,500/- च्या 50 % रक्कम रु. 25,83,95,750/- म्हणजेच रु. 25,83,95,800/- इतक्या रकमेवर सदरची मिळकत प्रभाव क्षेत्रात असल्यामुळे त्यावर 5 टक्के प्रमाणे रु. 1,29,19,790/- म्हणजेच रु. 1,29,19,800/- इतके मुद्रांक शुल्क वसूल करणे आवश्यक असल्याचे मत आहे.

त्यानुसार अर्जदार यांनी संदर्भ क्र.5 अन्वये सदर दस्तास आवश्यक संपूर्ण मुद्रांक शुल्क रक्कम रु. 1,29,19,800/- GRN No MH011933535202021M दिनांक 20.02.2021 अन्वये ई-चलनाद्वारे शासन जमा केलेले असल्यामुळे सदरील दस्त प्रमाणित करून देण्यात येत आहे.

त्यानुसार खालील प्रमाणे आदेश पारीत करण्यात येत आहेत.

आदेश

1. सदरचे आदेश हे महाराष्ट्र मुद्रांक अधिनियम 1958 चे कलम 53 चे अधिन राहून देण्यात येत आहेत.
2. प्रमाणित केलेल्या दस्तऐवजामध्ये आपणास कोणाताही बदल करता येणार नाही.
3. सदर प्रकरणी या कार्यालयाने केवळ मुद्रांक शुल्काबाबत आदेश पारीत केलेले आहेत, दस्त नोंदणी संदर्भात आवश्यक कागदपत्रे, परवाने इ. बाबतची खातरजमा करण्यात आलेली नाही, दस्त नोंदणी संदर्भात नोंदणी अधिनियम, 1908 व नोंदणी नियम, 1961 नुसार आवश्यक बाबींची पूर्तता करणे दस्त निष्पादकांवर बंधनकार आहे.
4. मुंबई मुद्रांक अधिनियम 1958 चे कलम 28 मध्ये नमूद केल्याप्रमाणे मुद्रांक शुल्क /मूल्यांकन आकारणीस पात्र असलेल्या शुल्काच्या रकमेवर ज्यांचा परीणाम डोईल असे प्रतिफल सर्व तथ्य व परिस्थिती याबाबी संलेखात पुर्णपणे व खरेपणाने नमुद केलेल्या आहेत असे अर्जदारांनी प्रतिज्ञा पत्राद्वारे खात्री करून दिली आहे. कलम 28 चे तरतुदी संबंधी अर्जदार यांनी अनुपालन न केल्यास कलम-62 अन्वये शास्तीची कार्यवाही करणेचे आदेश राहून आदेश देत आहे.



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5. कलम 28 चे अनुपालन व केव्हाचे भविष्यात निदर्शनास आल्यास महाराष्ट्र मुद्रांक अधिनियम 1958 चे कलम 46 व महाराष्ट्र जमिन महसुल संहिता 1966 अन्वये शास्तीसह मुद्रांक शुल्क वसूल करणेचे आधीन राहून आदेश देणेत येत आहे.

(दि. ०५/०५/२०२१)  
सह जिल्हा निबंधक वर्ग-१ व  
मुद्रांक जिल्हाधिकारी पुणे ग्रामीण पुणे

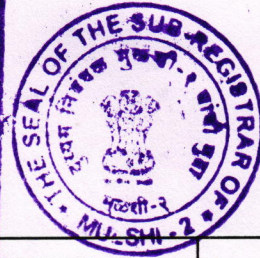
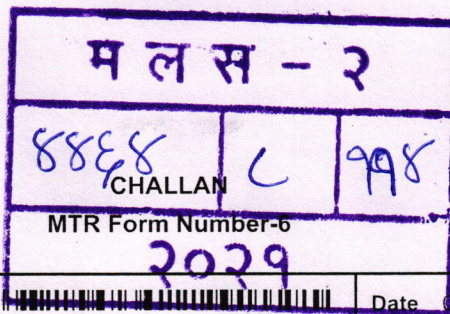
प्रति,

विलास जावडेकर इको शेलटर्स प्रा.लि. तर्फे  
श्री आदित्य विलास जावडेकर  
रा. 206, सिध्दार्थ टॉवर्स, कोथरुड, पुणे 411 038.

प्रत : दुय्यम निबंधक, मुळशी क्र.१/मुळशी क्र.२







GRN	MH002092719202021E	BARCODE	[Barcode]						Date	08/07/2020-16:27:17		Form ID
Department Inspector General Of Registration				Payer Details								
Type of Payment Adjudication Fee				TAX ID / TAN (If Any)								
				PAN No.(If Applicable)								
Office Name PND2_JT DIST REGISTRAR PUNE RURAL				Full Name		VILAS JAVDEKAR ECO SHELTERS PVT LTD THROUGH ADITYA VILAS JAVDEKAR						
Location PUNE												
Year 2020-2021 One Time				Flat/Block No.								
Account Head Details			Amount In Rs.	Premises/Building								
0030061501 Adjudication Fee			100.00	Road/Street								
				Area/Locality								
				Town/City/District								
				PIN								
 100.00 (दिपक पं. मटोल) सह जिल्हा निबंधक वर्ग-१ तथा मुद्रांक जिल्हाधिकारी, पुणे ग्रामीण, पुणे				Remarks (If Any)								
				Amount In	One Hundred Rupees Only							
Total			100.00	Words								
Payment Details BANK OF MAHARASHTRA				FOR USE IN RECEIVING BANK								
Cheque-DD Details				Bank CIN	Ref. No.	02300042020070802878		201907642749				
Cheque/DD No.				Bank Date	RBI Date	08/07/2020-16:30:57		09/07/2020				
Name of Bank				Bank-Branch		BANK OF MAHARASHTRA						
Name of Branch				Scroll No. , Date		709 , 09/07/2020						

Department ID :

Mobile No. : 9158002947

Department ID : \_\_\_\_\_ Mobile No. : \_\_\_\_\_  
NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document

NOTE:- This Challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered documents.

Signature Not Verified

Digitally signed by DS  
VIRTUAL TREASURY  
MUMBAI 03

MUMBAI 03  
Date: 2021.02.23

12:32:24 IST

Reasons for Security

Document: ☐  
Location: India

Location: India

Sr. No.	Reason: Document Location: India	Defacement No.	Defacement Date	Userld	Defacement Amount
1		0005634430202021	23/02/2021-12:32:17	IGR003	100.00
Total Defacement Amount					100.00





CHALLAN  
MTR Form Number-6



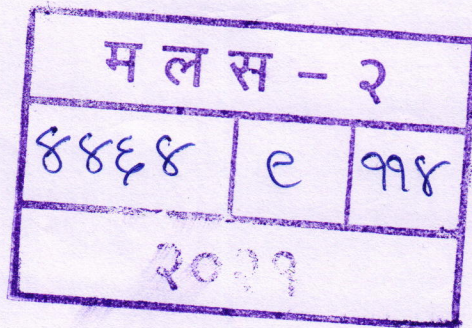
GRN	MH012750643202021E	BARCODE			Date	06/03/2021-11:41:28		Form ID		
Department Inspector General Of Registration					Payer Details					
Registration Fee					TAX ID / TAN (If Any)					
Type of Payment Ordinary Collections IGR					PAN No.(If Applicable)		AAATA0179Q			
Office Name MLS2_MULSHI 2 SUB REGISTRAR					Full Name		AVE MARIA EDUCATIONAL TRUST			
Location PUNE										
Year 2020-2021 One Time					Flat/Block No.		286/4/1B- AMENITY SPACE			
Account Head Details				Amount In Rs.		Premises/Building				
0030063301				30000.00		Road/Street		MANN		
						Area/Locality		PUNE		
						Town/City/District				
						PIN		4 1 1 0 5 7		
						Remarks (If Any)				
						PAN2=AAECV3556D~SecondPartyName=VILAS JAVDEKAR ECO				
						SHELTERS PVT LTD~				
						Amount In Thirty Thousand Rupees Only				
Total				30,000.00		Words				
Payment Details BANK OF MAHARASHTRA					FOR USE IN RECEIVING BANK					
Cheque-DD Details					Bank CIN		Ref. No.		02300042021030643687 210656025014	
Cheque/DD No.					Bank Date		RBI Date		06/03/2021-11:44:43 Not Verified with RBI	
Name of Bank					Bank-Branch		BANK OF MAHARASHTRA			
Name of Branch					Scroll No. , Date		Not Verified with Scroll			

Department ID :

Mobile No. : 9158002947

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.







Sr. No.	Reason: Security Document Location: India	Defacement No.	Defacement Date	Userld	Defacement Amount
1		0005634379202021	23/02/2021-12:31:29	IGR003	12919800.00
Total Defacement Amount				1,29,19,800.00	



Received Adjudication Fee  
Rs. 100/- (One Hundred Only)

Receipt No. MH00209719202021E2029

Dt. 08/07/2020

Collector of Stamps  
Pune (Rural)

हे प्रमाणपत्र महाराष्ट्र मुद्रांक अधिनियम,  
१९५८ अन्वये असलेल्या नियमान्वये  
निर्गमित केलेले आहे. परंतु उक्त दस्त  
नोंदणीसाठी नोंदणी अधिकाऱ्यासमोर  
दाखल झाल्यास, नोंदणी अधिनियम,  
१९०८ च्या अधिनियमातील तरतूदी-  
नुसार नोंदणी अधिकारी दस्त नोंदणीची  
कार्यवाही करतील.

मुद्रांक जिल्हाधिकारी, पुणे ग्रामीण

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CERTIFICATE UNDER SEC.32 OF BOMBAY  
STAMP ACT. 1958

Office of the Collector of Stamps, Pune (Rural)  
Pune-411001. Ph. 020-26069508  
email-jdrpunerural@gmail.com

Market Value/Consideration Rs. 258395800/-

No./2200902/ADJ-122/201030 Dt. 24/02/2021

Received from Shri/Ms. Ave Maria

Education Trust

Residing at

Marion Nagar Naigaon (B), Thane

Stamp duty of

Rs. 12919800/- (Rs. One Crore Twenty

Nine Lacs Nineteen Thousand Eight

Hundred only)

Certified Under Section 32 of the Bombay Stamp Act.,

1958, that the full duty of Rs. 12919800/-

(Rs. One Crore Twenty Nine Lacs

Nineteen Thousand Eight Hundred only)

with which the

Instrument Chargeable has been paid vide article

36(iii)

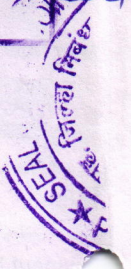
Subject to Sec. 53A.

Collector of Stamps, Pune (Rural)

Rec. No./Cha.No./GRN No. MH01193353520201M

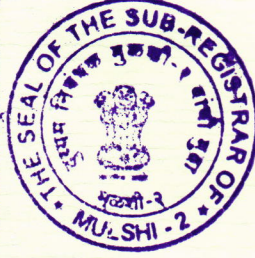
Dt. 28/02/2021 Def No. 00056343795024

Rt. 23/02/2021





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## AGREEMENT TO SUB-LEASE

This Agreement to Sub-Lease ("**Agreement**") is executed at Pune on this 24<sup>th</sup> day of February, 2021 by and between:

**VILAS JAVDEKAR ECO SHELTERS PRIVATE LIMITED**, a company incorporated under the Indian Companies Act, 1956, bearing Corporate Identification Number U45200PN2013PTC146349, assessed for Income-tax under Permanent Account Number AAECV3556D, having its registered office at 306, Siddharth Towers, Sangam Press Road, Kothrud, Pune 411038, Maharashtra, India, represented by its Director Mr. Aditya Vilas Javdekar duly appointed vide Board Resolution dated August 24, 2020, hereinafter referred to as the "**Sub Lessor**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, administrators and permitted assigns) of the One Part;

AND

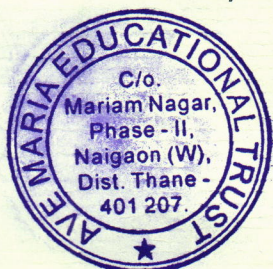
**AVE MARIA EDUCATIONAL TRUST**, a private trust registered under Registration No. E-15009 (Mumbai), assessed for Income-tax under Permanent Account Number AAATA0179Q having its registered office at Mariam Nagar, Phase-II, Naigaon (West), District Thane represented by its Managing Trustee Mrs. Grace Pinto, hereinafter referred to as the "**Sub Lessee**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its trustees and members from time to time, its Affiliates, successors, administrators and/or assigns) of the Other Part.

The Sub Lessor and the Sub Lessee are hereinafter, for sake of brevity and wherever the context so requires, individually referred to as "**Party**" and collectively referred to as "**Parties**".

### WHEREAS:

A. The Sub Lessor has represented to the Sub Lessee as follows:

- (i) The PMRDA (defined below) is absolutely seized and possessed of and well and sufficiently entitled to the absolute and exclusive ownership rights in respect of all that piece and parcel of non-agricultural land admeasuring 7,822.64 square meters, bearing Survey No. 286/4/1/B-Amenity Space situated at Village Mann, Taluka and Sub Registration District Mulshi, District Pune, being within the limits of the Gram Panchayat Mann and Zilla Parishad Pune, Maharashtra (hereinafter



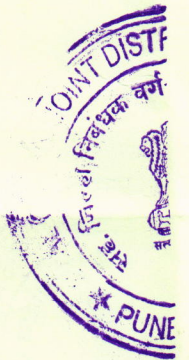


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referred to as the "Plot" and is more particularly described in the **First Schedule** hereunder written, and is demarcated in red colored boundary lines on the plan annexed hereto as **Annexure "1"**). The ownership title of PMRDA is clear and marketable and free from any Encumbrances (save and except the Agreement to Lease executed in favor of the Sub Lessor). Photocopy of the 7/12 Extract in respect of the Plot reflecting the name of PMRDA as owner/ holder thereof is annexed hereto as **Annexure "2"**;

- (ii) For the purpose of disposing various parcels of plots/ land (including the Plot) on leasehold basis, PMRDA had held a public auction on December 4, 2018 and had invited public tenders. Pursuant to the aforesaid public auction, the Sub Lessor had made the bid of INR 8,14,53,426/- (Indian Rupees Eight Crore Fourteen Lac Fifty-Three Thousand Four Hundred and Twenty-Six only), which was the highest bid received by PMRDA, and accordingly, PMRDA accepted the aforesaid bid of the Sub Lessor in accordance with the provisions of The Pune Metropolitan Region Development Authority (Disposal of Lands) Regulations, 2016. Pursuant to the above, the Sub Lessor has paid the entire bid amount (along with all other applicable amounts) to PMRDA thereby securing and confirming the bid in favor of the Sub Lessor;
- (iii) Thereafter, by and under an Agreement to Lease dated October 14, 2019 registered at Mulshi-2 under Serial No. 19668-2019 ("**Agreement to Lease**"), executed between PMRDA (as the Authority therein) and the Sub Lessor (as Licensee therein), PMRDA granted license rights/ authority in respect of the Plot in favor of the Sub Lessor for the License Term (defined below), on such terms and conditions contained therein. It was further agreed that during the License Term, if the Sub Lessor undertakes and carries out all construction activities within the timelines set out therein, and if the Sub Lessor is in compliance of all other terms and conditions of the Agreement to Lease and all other permissions/ approvals/ sanctions from other authorities, then PMRDA shall lease the Plot to the Sub Lessor for a lease term of 80 (eighty) years commencing from the Possession Date (defined below) ("**Lease Term**"), on the terms and conditions set out in the aforesaid Agreement to Lease. Photocopy of Index-II in respect of the Agreement to Lease is annexed hereto as **Annexure "3"**;
- (iv) Pursuant to the Agreement to Lease, PMRDA handed over possession of the Plot to the Sub Lessor on the Possession Date (defined below) vide



*[Handwritten signature]*





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२०२९		

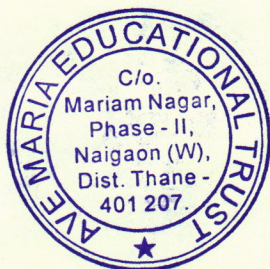


Possession Receipt dated December 16, 2019 (photocopy whereof is annexed hereto as **Annexure "4"**). Accordingly, based on the Agreement to Lease and the aforesaid Possession receipt, the Sub Lessor, as of the date of this Agreement, has license rights in respect of the Plot for the License Term, on the terms and conditions set out in the Agreement to Lease **ALONG WITH** the right of a future leasehold right in respect of the Plot (provided the Sub Lessor is in compliance of all terms and conditions of the Agreement to Lease, and further provided a Deed of Lease is executed and registered by PMRDA in favor of the Sub Lessor in respect of the Plot); and

- (v) Thereafter Sub Lessor has obtained Commencement Certificate and Building Permission in respect of the School Building vide Letter No. BMU/MANN/S.NO.286/4/1/B/PR.KRA.1300/19-20 dated March 18, 2020 (copy whereof is annexed hereto as **Annexure "5"**) whereby PMRDA has granted permission/ approval for commencement of construction of the School Building in accordance with the sanctioned plans.

- B. The Sub Lessee is engaged in the business of operating and managing schools under various brand names. The Sub Lessee is desirous of operating and managing a full-fledged school in Pune.
- C. Based on the requirement of the Sub Lessee and pursuant to various meetings and discussions between the Parties hereto, the Sub Lessor has represented that it is presently in the process of constructing a ground floor + 6 (six) upper floors on the Plot in two different phases ("**School Building**") at the Sub Lessor's costs, charges and expenses, and that such School Building will be constructed on a 'built-to-suit' model in accordance with the Specifications (defined below) in order to suit the business needs and requirements of the Sub Lessee. The Sub Lessor has further represented that an additional floor (being the 7<sup>th</sup> Floor) will be available for construction on the School Building, and that the same will be constructed/ developed in accordance with such specifications and plans to be mutually approved/ agreed by the Parties and further that such additional floor shall be sub-leased to the Sub Lessee on such terms and conditions as may be mutually discussed and agreed between the Parties hereto. Accordingly, based upon and relying on the various representations, covenants, assurances and undertakings of the Sub Lessor (including the ones as set out in this Agreement), the Sub Lessee has agreed to acquire sub-lease rights in respect of the Plot and the School Building in phase-wise manner in accordance with the understanding set out in this Agreement, and the Sub Lessee has assured to comply with all the terms and conditions of this Agreement.

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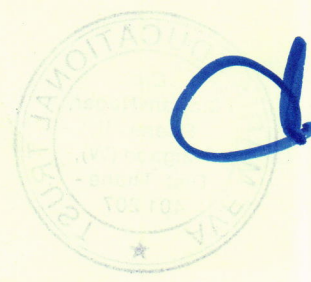


D. By and under a No Objection Certificate dated February 25, 2020 bearing Ref No. Ja.kr./L&E/E-Lilav/11-18/L-4/CR-203 (photocopy copy whereof is annexed hereto as **Annexure "6-A"**), issued by the PMRDA and addressed to the Sub Lessor, PMRDA has *inter alia* granted its 'No Objection' for sub lease of the Demised Premises by the Sub Lessor in favor of the Sub Lessee on the terms and conditions contained therein. The Sub Lessor has explicitly represented to the Sub Lessee that though the aforesaid No Objection Certificate states that a sum of INR 81,45,343/- (Indian Rupees Eighty-One Lac Forty-Five Thousand Three Hundred and Forty-Three only) is payable by the Sub Lessor to PMRDA, the aforesaid amount has already been paid by the Sub Lessor to PMRDA, the payment and receipt whereof has been accepted and acknowledged by PMRDA vide its Receipt dated February 25, 2020 (copy whereof is annexed hereto as **Annexure "6-B"**).

E. By an under its Application dated March 13, 2020 (copy whereof is annexed hereto as **Annexure "6-C"**), the Sub Lessor had requested PMRDA to clarify *inter alia* that the sub lease rights can be given for the Plot along with the School Building, pursuant to which, PMRDA vide its Letter dated May 11, 2020 (copy whereof is annexed hereto as **Annexure "6-D"**) confirmed *inter alia* that the Sub Lessor shall not be required to obtain any further permission/ approval for granting sub-lease rights of the Plot and the School Building being constructed on the Plot. Accordingly, the Sub Lessor represents that it shall do all such acts, deeds and things as may be required for legally granting/ demising sub-leasehold rights in respect of the Project in favor of the Sub Lessee and to further ensure that the Sub Lessee shall have the right to use and occupy the entire Project during the entire Sub Lease Term without any claims and/or objections from the Sub Lessor and/or the PMRDA.

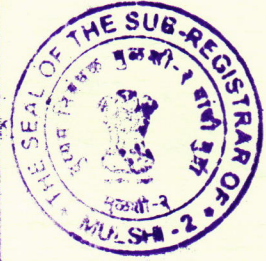


F. The Sub Lessor has further represented and warranted to the Sub Lessee that there are no tax dues/ liabilities payable by the Sub Lessor which shall prejudice the sub-lease of the Demised Premises (or any part thereof) by the Sub Lessor in favor of the Sub Lessee. In order to support and validate the above representation of the Sub Lessor, the Sub Lessor has obtained Certificate dated March 11, 2020 issued by Mr. Abhijit Mundada (Partner – RSVA & Co., Chartered Accountants) (copy whereof is annexed hereto and marked as **Annexure "7"**) confirming the above representation of the Sub Lessor and further certifying that there are no income tax proceedings pending before authorities against the Sub Lessor nor are there any amounts due for income-tax, which will attract the provisions of Section 281 of the Income-tax Act, 1961. The Sub Lessor has further covenanted and undertakes to obtain the Certificate/ No Objection Certificate from the Income-tax Department/ authorities as required under Section 281 of





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the Income-tax Act, 1961, and handover the same to the Sub Lessee within 6 (six) months from the date of execution of this Agreement. The Sub Lessee has relied upon the above certificate (issued by the Chartered Accountant) and the aforesaid covenants and undertakings of the Sub Lessor.

G. The Sub Lessor has represented that it shall complete construction/ development of the entire Project within the timelines set out herein and in accordance with the Specifications (defined below) without any delay for any reason whatsoever (save and except for reasons related to Force Majeure defined below), and that the Project shall be undertaken and carried out in two phases – being the Phase-1 and the Phase-2 as stipulated in this Agreement and in accordance with the plans/ designs to be made by the Sub Lessor at its cost, and thereafter approved (with necessary modifications/ amendments, if required) by the Sub Lessee and the concerned Authorities. Accordingly, Phase-1 shall be completed and handed over by the Sub Lessor to the Sub Lessee on or before the Phase-1 Handover Date, and Phase-2 shall be completed and handed over by the Sub Lessor to the Sub Lessee on or before the Phase-2 Handover Date.

H. The Parties hereto are now desirous of executing this Agreement for the purposes of recording the various terms and conditions as mutually discussed and agreed between them with respect to the transaction contemplated herein.

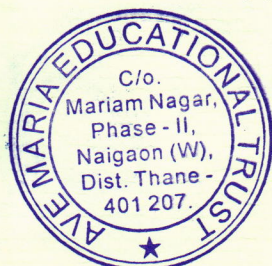
**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties intending to be bound legally, agree as follows:

#### 1. Definitions and Interpretation:

1.1 In this Agreement (including in the Recitals), unless the context otherwise requires, the following capitalized terms and expressions shall have the meanings assigned to them hereunder:

- (a) **"Academic Year/s"** shall mean the period commencing from 1<sup>st</sup> (first) day of April of any given year upto the 31<sup>st</sup> (thirty-first) day of March of the succeeding/ subsequent year during which period the Sub Lessee (or any of the trust, society, organization, entity) shall operate, manage and run the school business of the Sub Lessee from the Project/ Demised Premises or any part thereof;

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*(Handwritten signature)*

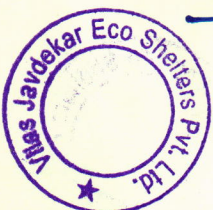
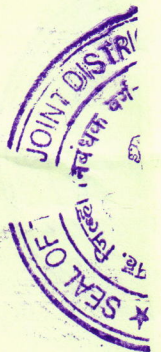




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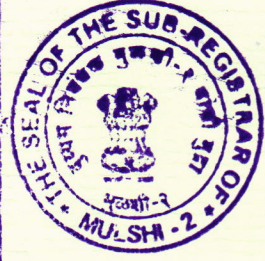


- (b) **"Affiliates"** means and includes all such associates, affiliates, holding companies/ entities, successors and subsidiaries in which the Sub Lessee or its parent company has a direct or beneficial shareholding of at least 50% (fifty) percent;
- (c) **"Agreement"** means this Agreement and all Schedules and Annexures attached to it and shall include any modifications of this Agreement as may be mutually agreed in writing by all Parties hereto from time to time;
- (d) **"Applicable Law/s" or "Law/s"** means any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval from the concerned authority, Government Resolution, order, directive, guideline, policy, requirement, or other Governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, by any concerned authority (including PMRDA) having jurisdiction over the matter in question;
- (e) **"Approval/s"** shall have widest interpretation and shall mean and include (but not be limited/ restricted to) all such approvals, sanctions, grants, permissions, consents, orders, awards, no-objection certificates, resolutions, authorisations, licenses, exemptions, construction/ development permissions etc. as may be required for implementing, constructing, completing and handing over (for proper use) the Demised Premises, as applicable, constructing/ developing the Project including but not limited to any approval, consent, license (including permission/ license under the Shop & Establishment Act), registration, permission, authorisation, sanction, clearances, no objection certificates, validation, re-validation, renewals, extensions, adjudication, remarks, acknowledgements, Letter of Intent, and all amendments thereto (as applicable), Commencement Certificate, Occupation Certificate (including Part Occupation Certificate), Fire NOCs, water connection approvals, electricity connection approvals, drainage approvals, Non Agricultural approvals/ permissions, approvals in respect of the School Building and construction plans etc. of any nature which is required from any Authority/ Authorities (defined below). It is clarified that the defined term 'Approval/s' does not include the approvals/ permissions required to be obtained by the Sub Lessee from the Education Department and/or any other authority required to operate school from the Demised Premises in the name of the Sub Lessee (or Sub Lessee's nominees);



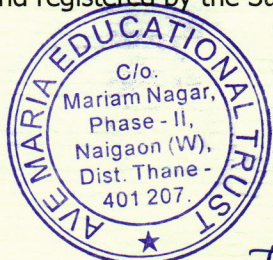


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- (f) **"Approved Plans"** shall mean the construction and development plan in respect of the Project (including all floor plans etc.) which shall be designed and made by the Sub Lessor and approved/ sanctioned by the Sub Lessee (after necessary amendments/ modifications as deemed fit by the Sub Lessee) and the concerned Authority/ies;
- (g) **"Authority/Authorities"** shall have widest interpretation and shall mean and include (but not be limited/ restricted to) all concerned offices, officers, executives, departments, boards, authority/ies, ministers, ministries etc. from whom/ which any of the Approval/s (defined above) are required including but not limited to from PMRDA, the concerned Municipal Corporation, Ministry of Environment Forest and Climate Change, the State Level Environment Impact Assessment Authority, High Rise Committee, Civil Aviation Authority, the Directorate of Operations (Air Traffic Services), all concerned authorities under the applicable Development Control Regulations, Sub Division Officer, Tehsildar, Talathi, Gram Panchayat, Zilla Parishad, the City Survey Office, Collector, Assistant Collector, Deputy Collector, Collector of Stamps, Registrar at the Land Registry offices, Chief Fire Officer, Fire Department, State Fire & Emergency Services Department, Chief Engineer and Deputy Chief Engineer, Engineer and Deputy Chief Engineer, Engineer and Deputy Chief Engineer, Hydraulic Engineer (Municipal Corporation), private or state run electricity companies/ organisations etc., telecommunication companies/agencies, Public Health Department, Public Works Department, Labour Department, State Pollution Control Board, Tree Authority, P.C.O, Project Management Consultant as may be Licensed appointed by the Engineering Division of PMRDA, Geologist/ Structural Engineer, planning authorities, zoning authorities, Water Supply & Sewerage Board, the Income-tax Department/ Authority, the concerned tax authority for collection of TDS, the Central and State GST Authorities/ Departments and/or such other statutory, State, Central and such other government bodies, authorities and their relevant and respective instrumentalities, departments, and functionaries;
- (h) **"Business Day"** means any day on which commercial banks in Pune are open to transact normal business;
- (i) **"Deed of Sub Lease"** shall mean the Deed of Sub Lease to be executed and registered by the Sub Lessor in favor of the Sub Lessee thereby

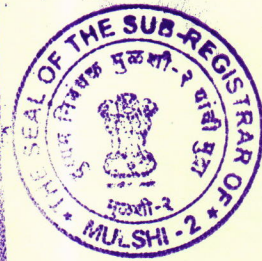
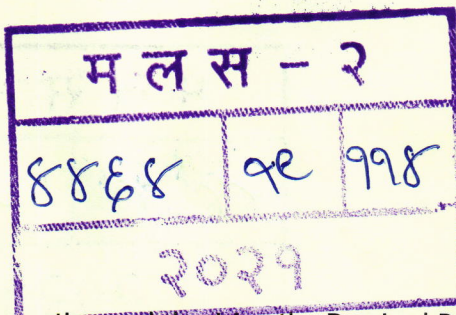
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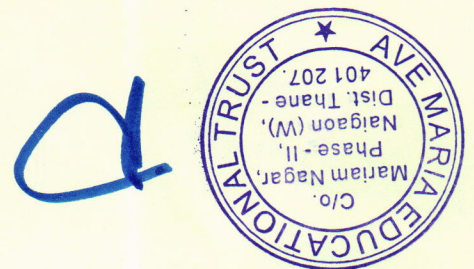






conclusively granting and demising the Demised Premises in favor of the Sub Lessee on sub-leasehold basis for the Sub Lease Term;

- (j) **"Defect Liability Period"** means the period of the Sub Lease Term during which the Sub Lessor shall be responsible for rectifying/ remedying/ the defects in the manner set out in clause 4 of this Agreement.
- (k) **"Definitive Documents"** shall mean the Deed of Sub Lease (defined above), the Possession Letter and such other letters, writings, documents, instruments, affidavits, indemnities, declarations etc. that shall be executed by the Sub Lessor (including the ones to be executed in favor of the Sub Lessee) for the purposes of concluding the sublease of the Demised Premises in favor of the Sub Lessee in accordance with this Agreement/ Deed of Sub Lease, as applicable.
- (l) **"Demised Premises"** means Phase-1 (defined below) and Phase-2 (defined below);
- (m) **"Encumbrances"** mean and include any kind of security interest of whatsoever nature including (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, security interest or other encumbrance of any kind securing or conferring any priority of payment in respect of, any obligation of any Person, including without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Laws; (ii) any proxy, power of attorney, voting agreement, interest, option, right of first offer, refusal or transfer restriction in favor of any Person, (iii) any litigation, adverse claim as to title, possession, easement, occupancy or use including but not limited to tenancy claims, and/or (iv) any third party rights, claims, interest, demands, entitlement, restriction or limitation of any nature whatsoever, including any covenant for restriction on use of transfer, any arrangement (for the purpose of, or which has the effect of, granting security), or any agreement, whether conditional or otherwise, to create any of the above, notices of acquisition or requisition, prohibitory or court orders, decree or attachment (either before or after judgment);
- (n) **"Fit-Outs"** shall mean the interior fit outs in the Project as may be required by and undertaken/ carried out by the Sub Lessee at its costs.





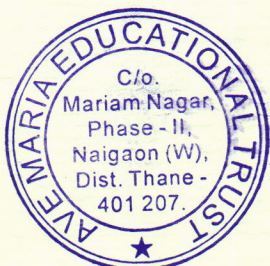
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It is clarified that these shall not include the Specifications specified in **Annexure "10-B"** which are to be carried out by the Sub Lessor at the Sub Lessor's cost;

- (o) **"Force Majeure"** means any of the following events/ circumstances or combination thereof - (a) acts of God e.g. fire, drought, flood, typhoon, tornado, landslide, avalanche, tempest, storm, earthquake, epidemics or exceptionally adverse weather conditions and other natural disasters; (b) explosions, air crashes, nuclear radiation, sabotage; (c) strikes or lock-outs in government departments causing delay in obtaining approvals; (d) civil war, civil commotion, uprising against constituted authority, riots, insurgency, embargo, revolution, acts of terrorism, military action, vandalism, rebellion, insurrection, acts of hostile army; (e) notifications, acts or orders passed by the Government and other authorities, courts, tribunals, quasi-judicial authorities etc. which adversely affects and/or suspends/ stops/ delays the Parties from undertaking their respective obligations under this Agreement and/or threatens to do so and also stops, thwarts, prevents, interrupts or breaches the supply and/or provisions of any material and/or power and/or hampers the Approvals, which is instrumental to the continuance of this Agreement; and/or (f) any delay by the Government Authorities in issuing any Approvals as may be required for the development, construction or completion of the Project or any part thereof as contemplated in this Agreement, provided such delay is not attributable to the act/omission/ delay/ failure/ default/ negligence/ ignorance (g) import and export restriction due to any regional epidemic/pandemic which affects the labour/ man-power/construction material at the Project site, of the Party claiming Force Majeure;
- (p) **"GST"** shall mean the Goods and Service Tax levied by the Central Government as well as the State Government in accordance with the extant tax laws applicable in India (for Central GST) and Maharashtra (for State GST);
- (q) **"INR"** means Indian Rupees, being the lawful currency of India;
- (r) **"Lease Term"** shall mean the lease term of 80 (eighty) years commencing from the Possession Date for which PMRDA shall grant leasehold rights in respect of the Plot and the structures thereon (including the School Building) in favor of the Sub Lessor;

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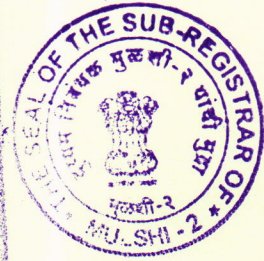
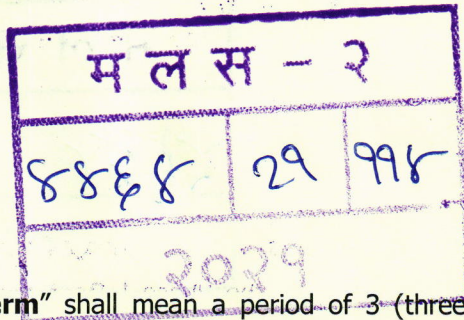


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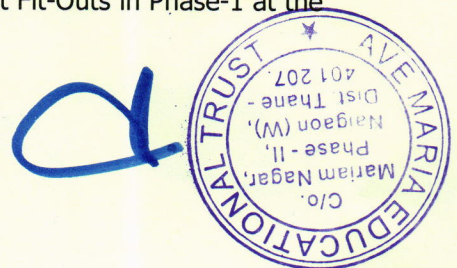


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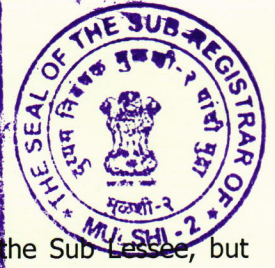


- (s) **"License Term"** shall mean a period of 3 (three) years commencing from the Possession Date for which the Sub Lessor as of today has license rights in respect of the Plot from PMRDA under the Agreement to Lease;
- (t) **"PMRDA"** shall mean the Pune Metropolitan Region Development Authority, being the Planning and development Authority for Pune Metro Region (under whose jurisdiction the Project falls);
- (u) **"Parking Spaces"** shall mean the car/ bike/ bus/cycle parking spaces to be provided by the Sub Lessor for the exclusive use of the Sub Lessee in accordance with the sanctioned/ approved plans, and which shall form part of Phase-1, and accordingly no additional amounts/ fee/ charges etc. shall be payable by the Sub Lessee for the aforesaid Parking Spaces;
- (v) **"Phase-1"** shall mean all such constructed/ developed area which are more specifically set out in **Annexure "8"** hereto and which are to be constructed/ developed by the Sub Lessor as per with the Approvals and the Approved Plans and in accordance with the Specifications and handed over to the Sub Lessee on or before the Phase-1 Handover Date as per the details set out in **Annexure "8"** hereto;
- (w) **"Phase-2"** shall mean all such constructed/ developed area which are more specifically set out in **Annexure "9"** hereto and which are to be constructed/ developed by the Sub Lessor as per with the Approvals and the Approved Plans and in accordance with the Specifications and handed over to the Sub Lessee on or before the Phase-2 Handover Date as per the details set out in **Annexure "9"** hereto;
- (x) **"Proposed Revised Plans"** shall mean the revised plans for the entire School Building prepared by the Sub Lessor as per the requirement of the Sub Lessee and is subject to the approval from PMRDA. The aforesaid Proposed Revised Plans for each floor in the School Building is collectively annexed hereto as **Annexure "10-A"**. Minor revisions to the Proposed Revised Plans as maybe recommended by PMRDA shall be carried out by the Sub Lessor (at the Sub Lessor's costs, charges and expense) after prior written intimation to the Sub Lessee.
- (y) **"Phase-1 Fit-Out Period"** shall mean a period of 5 (five) months from Phase-1 Handover Date (defined below) during which, the Sub Lessee shall have the right to undertake and carry out Fit-Outs in Phase-1 at the





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sole and exclusive costs, charges and expense of the Sub Lessee, but without paying the Phase-1 Rent and/or any other amounts of nature whatsoever, save and except the applicable charges (at actuals) for various utilities (for e.g. Electricity, water etc.) as may be used by the Sub Lessee. It is clarified that any delay in the Phase-1 Handover Date shall cause an equivalent extension of the Phase-1 Fit-Out Period;

(z) **"Phase-2 Fit-Out Period"** shall mean a period of 3 (three) months from the Phase-2 Handover Date (defined below) during which, the Sub Lessee shall have the right to undertake and carry out Fit-Outs in Phase-2 at the sole and exclusive costs, charges and expense of the Sub Lessee, but without paying the Phase-2 Rent and/or any other amounts of nature whatsoever, save and except the applicable charges (at actuals) for various utilities (for eg. Electricity, water etc.) as may be used by the Sub Lessee. It is clarified that any delay in the Phase-2 Handover Date shall cause an equivalent extension of the Phase-2 Fit-Out Period;

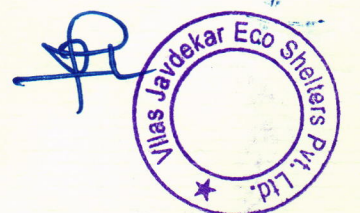
(aa) **"Phase-1 Handover Date"** shall mean October 31, 2021 on or before which date the Sub Lessor shall, at its costs, charges and expense, build/ make/ construct the entire Phase-1 in accordance with the Proposed Revised Plans (subject to PMRDA's approval) and the Specifications annexed hereto as **Annexure "10-B"** and complete and handover the same to the Sub Lessee after providing for connections/ provisions for electricity, water supply and other utilities and after obtaining all permissions, Approvals and sanctions (including the applicable Occupation Certificate and the NOC from the Fire Department) in accordance with this Agreement at the sole and exclusive costs, charges and expense of the Sub Lessor;

(bb) **"Phase-2 Handover Date"** shall mean December 31, 2023 on or before which date the Sub Lessor shall, at its costs, charges and expense, build/ make/ construct the entire Phase-2 in accordance with the Proposed Revised Plans and the Specifications annexed hereto as **Annexure "10-B"** and complete and handover the same to the Sub Lessee after providing for connections/ provisions for electricity, water supply and other utilities and after obtaining all permissions, Approvals and sanctions (including but not limited to the Occupation Certificate/ Part Occupation Certificate, NOC from the Fire Department etc.) in accordance with this Agreement at the sole and exclusive costs, charges and expense of the Sub Lessor;

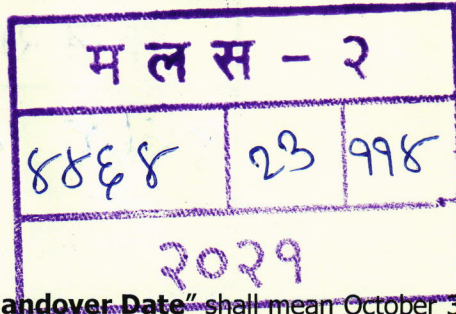
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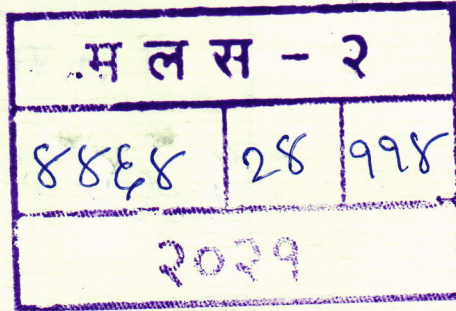




- (cc) **"Phase-1 OC Handover Date"** shall mean October 31, 2021, by which date the Sub Lessor shall obtain and handover Part Occupation Certificate in respect of Phase-1 to the Sub Lessee.
- (dd) **"Phase-1 Rent"** shall mean the monthly rent for Phase-1 payable by the Sub Lessee to the Sub Lessor from the Phase-1 Rent Commencement Date in accordance with clause 8.1 below and **Annexure "11"** hereto;
- (ee) **"Phase-2 Rent"** shall mean the monthly rent for Phase-2 payable by the Sub Lessee to the Sub Lessor from the Phase-2 Rent Commencement Date in accordance with clause 8.1 below and **Annexure "11"** hereto;
- (ff) **"Phase-1 Rent Commencement Date"** shall mean April 1, 2022, provided the Part Occupation Certificate in respect of Phase-1 is obtained and the Phase-1 is handed over to the Sub Lessee within the timelines set out in this Agreement;
- (gg) **"Phase-2 Rent Commencement Date"** shall mean April 1, 2024 the day starting from the next day of expiry of the Phase-2 Fit-Out Period (defined above) provided the Sub Lessor has obtained and handed over to the Sub Lessee a certified copy of the Part/Full Occupation Certificate in respect of Phase-2 within the agreed timelines and further provided the Phase-2 Handover Date is not delayed by the Sub Lessor;
- (hh) **"Phase-1 Sub Lease Commencement Date"** shall mean the Phase-1 Rent Commencement Date (defined above) before which the Parties hereto shall execute and register a Deed of Sub Lease for Phase-1;
- (ii) **"Phase-2 Sub Lease Commencement Date"** shall mean the Phase-2 Rent Commencement Date (defined above) before which the Parties hereto shall execute and register a Deed of Sub Lease for Phase-2;
- (jj) **"Phase-1 Sub Lease Term"** shall mean a period of 29 (twenty-nine) years commencing from the Phase-1 Handover Date (defined above) or such other date on which the Sub Lessor hand overs Phase-1 to the Sub Lessee in accordance with this Agreement;
- (kk) **"Phase-2 Sub Lease Term"** shall mean the period commencing from the Phase-2 Handover Date (or such other date on which the Sub Lessor



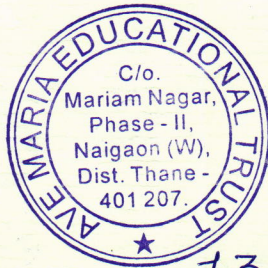




hands over Phase-2 to the Sub Lessee in accordance with this Agreement) until the balance unexpired period of the Phase-1 Sub Lease Term;

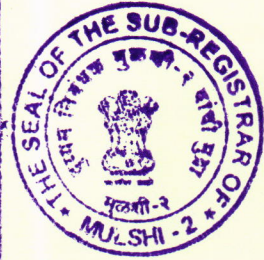
- (ll) "**Plot**" shall mean the parcel of land which is more particularly described in the **First Schedule** hereunder written and is delineated in red colored boundary lines on the plan annexed hereto as **Annexure "1"**;
- (mm) "**Possession Date**" shall mean December 16, 2019 on which date PMRDA has already handed over possession of the Plot to the Sub Lessor under the Possession Receipt recited hereinabove;
- (nn) "**Project**" shall mean the entire Plot along with the entire School Building standing thereof comprising of Phase-1 and Phase-2 and all the constructions, facilities and amenities to be developed, constructed, made, provided by the Sub Lessor to the Sub Lessee in accordance with this Agreement and in accordance with the Specification at the sole and exclusive costs, charges and expense of the Sub Lessor;
- (oo) "**RCC Structure**" shall mean the entire super structure of the Demised Premises which includes the beams, slabs and columns comprising in the School Building;
- (pp) "**Rent**" shall mean Phase-1 Rent (defined above) and Phase-2 Rent (defined above) collectively;
- (qq) "**Security Deposit**" shall mean the amount mentioned in clause 9 hereinbelow which shall be deposited by the Sub Lessee with the Sub Lessor by way of an interest free refundable security deposit and shall be returned/ refunded to the Sub Lessee in accordance with this Agreement/ Deed of Sub Lease (as applicable);
- (rr) "**Specifications**" means the various details, material and specifications as listed in **Annexure "10-B"** hereto in strict accordance with which the Sub Lessor shall construct/ develop/ build/ make the Project along with all amenities/ facilities therein/ thereon at the sole and exclusive costs, charges and expense of the Sub Lessor;
- (ss) "**Sub-Lease Term**" means and includes the Phase-1 Sub Lease Term (defined above) and the Phase-2 Sub Lease Term (defined above);

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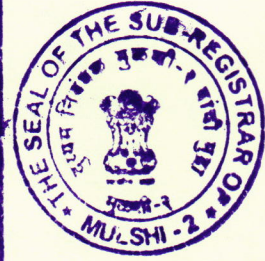


- (tt) **"Sub Lessee's Lock-in Period"** shall mean the initial period of 20 (twenty) years from the Phase-1 Sub Lease Commencement Date during which period the Sub Lessee shall not have the right to terminate the Deed of Sub Lease subject to Clause No.21.3 of this Agreement;
- (uu) **"Sub Lessor's Lock-in Period"** shall mean the entire Sub Lease Term during which period the Sub Lessor shall not have the right to terminate the Deed of Sub Lease subject to Clause No.21.3 of this Agreement;
- (vv) **"Sub Lessee's sub-lessee"** shall mean any party/ person in favor of whom the Sub Lessee grants sub-leasehold rights in respect of the Demised Premises or any part thereof after obtaining prior written permission of the Sub Lessor and PMRDA and after paying applicable charges to PMRDA. It is clarified that person, party, entity using/ occupying the Demised Premises or any part thereof under a limited/temporary license/ permission/ authority from the Sub Lessee (either under a leave and license agreement, vendor's contract/ agreement and/or under a business conducting agreement) shall not be construed as Sub Lessee's Sub Lessee and accordingly no prior permission and/or charges shall be required/ payable by the Sub Lessee for such licensee/ business conductors etc.;
- (ww) **"TDS"** shall mean tax to be deducted at Source in accordance with the extant Income-tax laws applicable in India;
- (xx) **"Terrace"** shall mean open roof terrace area on the top of the School Building (which will be a part of Phase-2, which will be used and occupied solely and exclusively by the Sub Lessee (including but not limited for placing satellite dish, HVAC equipment etc.) without paying any additional rents/ amounts of any nature whatsoever. It is however clarified that in the event of Sub-lessee decides to use the Terrace area for any of its core business by covering or without covering the Terrace with flexible canopy/solar roof top/any other temporary structure, then such covered area shall be considered as rentable area and the Sub-lessee shall pay to Sub-lessor the applicable monthly rent as may be mutually agreed between the Parties. It is further clarified that the cost such covering shall be incurred by the Sub Lessor; and
- (yy) **"Defects"** shall mean any major structural cracks in beams, columns, slabs and any leakage or seepage through the water proofing or cracks on the exterior surfaces of the walls. Defects shall not mean minor





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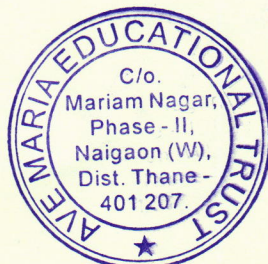


surface cracks on paint, gypsum plaster etc., minor shade variation in tiles and natural stones, any form of breakage of tiles, fixtures, fittings, pipes etc. cause during normal usage by the Sub Lessee, any leakage in plumbing system caused due to improper maintenance by the Sub Lessee, any other minor defect caused due to normal wear & tear.

1.2 Unless the context of this Agreement otherwise requires:

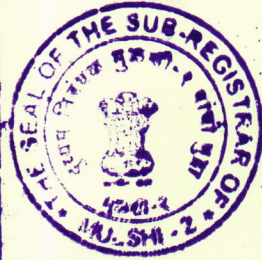
- (a) any reference to any statute or statutory provision shall include:
  - (i) all subordinate legislation made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated); and
  - (ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability there under may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced.
- (b) words of any gender are deemed to include those of the other gender;
- (c) words using the singular or plural number also include the plural or singular number, respectively;
- (d) the terms 'hereof', 'herein', 'hereby', 'hereto' and derivative or similar words refer to this entire Agreement or specified Clauses of this Agreement, as the case may be;
- (e) Any reference herein to any Clause or Schedule or Annexure is to such Clause of or Schedule to or Annexure to this Agreement. The Schedules and Annexures to this Agreement shall form an integral part of this Agreement;
- (f) reference to the word 'include' shall be construed without limitation;

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- (g) each of the representations, covenants, guarantees, assurances, undertakings and warranties provided in this Agreement is independent of other representations, covenants, guarantees, assurances, undertakings and warranties and unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause or any part thereof;
- (h) headings to Clauses, parts and paragraphs of Schedules and Schedules are for convenience only and do not affect the interpretation of this Agreement;
- (i) references to the knowledge, information, belief or awareness of any Person shall be deemed to include the knowledge, information, belief or awareness of such Person after examining all information and making all due diligence inquiries and investigations which would be expected or required from a person of ordinary prudence;
- (j) the usage of words 'in writing', includes any communication made by letter, fax or e-mail;
- (k) any reference to consent or communication from either Party shall imply a consent or communication as agreed to in writing;
- (l) references to a person (or to a word importing a person) shall be construed so as to include:
- individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality); and
  - References to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives.
- (m) where a wider construction is possible, the words 'other' and 'otherwise' shall not be construed *ejusdem generis* with any foregoing words;



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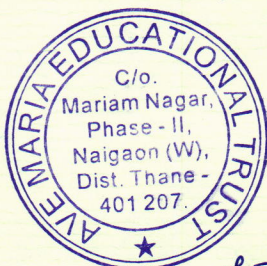
- (n) All the recitals to this Agreement shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly. The Sub Lessor accepts that the Sub Lessee has agreed to enter into and execute this Agreement based upon and relying *inter alia* on the various representations and covenants of the Sub Lessor (including the ones set out in the recitals hereinabove); and
- (o) Time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

## 2. Construction and Development of the Project:

2.1 The Parties have agreed that the Sub Lessor shall construct/ develop the entire Project for the Sub Lessee on a 'built-to-suit' model as per the Specifications to ensure that the Project is compatible with all needs, mandates and requirements of the Sub Lessee's school business. The Sub Lessor is aware that the Sub Lessee is an international brand and that the Sub Lessee is particular and strict about the quality of construction/ development, the finishing and the materials used by the Sub Lessor, and accordingly, the Sub Lessor represents and covenants that it shall be solely and exclusively responsible for undertaking construction and development of the Project and incurring all costs, charges and expenses for the same and for handing-over the Project to the Sub Lessee within the timelines set out herein in accordance with the Specifications (defined above). For the purposes of construction/ development of the Project, the Sub Lessor explicitly represents, covenants, assures, guarantees and undertakes to do the following at its sole and exclusive costs, charges and expense):

- (a) to make/ prepare/ design the construction/ development plans (including floor plans), designs, specifications, etc. in respect of the School Building and other facilities/ amenities on the Plot, and to finalise the same in concurrence with the Sub Lessee. The Sub Lessor shall ensure compliance with the Approved Plans and all Applicable Laws and Approvals in relation to the Project. The Sub Lessor shall not amend/ alter the Approved Plans without obtaining prior written permission/ approval of the Sub Lessee. The Sub Lessor shall be solely liable/ responsible for all defects, irregularities etc. in the aforesaid Approved Plans and such other plans, designs and specifications;

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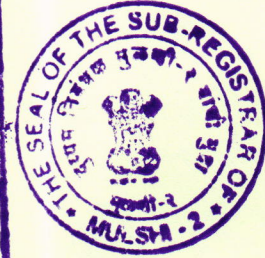
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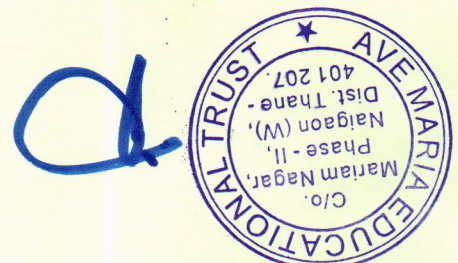
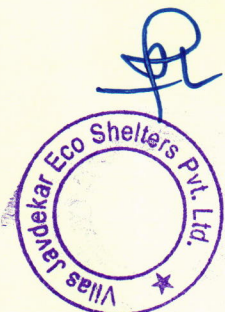
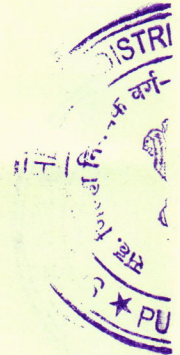




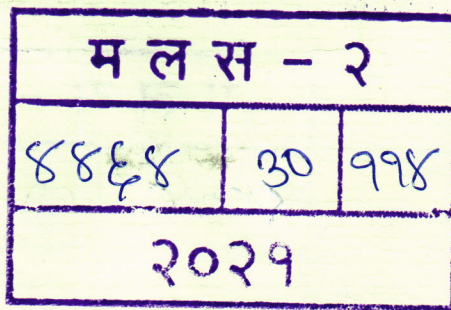
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- (b) to make requisite submissions/ applications for obtaining all Approvals, sanctions and permissions from all the Authorities as may be required for commencing, undertaking and successfully completing the entire Project and for handing over the Phase-1 and Phase-2 to the Sub Lessee on or before the Phase-1 Handover Date and Phase-2 Handover Date respectively. The Sub Lessor shall, at its cost, periodically provide copies of all the Approvals in relation to the Project to the Sub Lessee;
- (c) to undertake construction/ development of the Project in accordance with the Approved Plans and designs (made by the Sub Lessor and amended and approved by the Sub Lessee) and the Specifications, and further as approved by the concerned Authorities;
- (d) to appoint all contractors, consultants, professionals, structural engineer, advocates & solicitors, chartered accountants, financial advisors, project management consultants, and contractors, vendors, etc. in respect of the Project. It is clarified that the Sub Lessee shall not be liable to make any payments/ contributions towards the fee/ charges of the aforesaid professionals, contractors, consultants, etc. as may be appointed by the Sub Lessor;
- (e) to maintain all safety measures at the construction site. The Sub Lessor shall be responsible for all liabilities in respect of the workers employed/ engaged for constructing/ developing the Project. The Sub Lessor shall pay the wages, remuneration and salary of such labour, workmen, contractors, professionals and personnel and to comply with all Applicable Laws in that behalf including taking out the requisite insurance policies including workmen compensation policy, third party insurance including accident, contractor's all risk policy, insurance against fire and earthquake and such other insurance cover, in accordance with the Applicable Laws;
- (f) to ensure the adequacy, stability and safety of all on-site and off-site operations and methods of construction, transportation installation, commissioning etc. on the Project/ Plot and to further ensure that the Plot and the School Building (the amenities/ facilities therein/ thereon) are kept in an orderly state, in accordance with the Approval/s and all Applicable Laws (from time to time) and as per best industry practice, to avoid danger to any person and shall take such measures in accordance with the Approval/s;







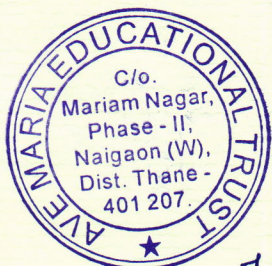
- (g) to be liable and responsible for the Defect Liability Period in accordance with the understanding set out in Clause 4 of this Agreement. It is clarified that the Sub Lessee shall not be responsible/ liable for the aforesaid Defect Liability Period for any reason whatsoever in accordance with the understanding set out in Clause 4 of this Agreement; and
- (h) to adhere to the terms and conditions of the Commencement Certificate, the Occupation Certificate, the guidelines and rules and requirements of the Fire Department and all Authority/ Authorities and all other Approvals while discharging its roles, compliances, responsibilities and obligations under this Agreement.

2.2 The Sub Lessor explicitly confirms that the Sub Lessee shall have no responsibilities, liabilities and/or the costs in respect of the construction/ development of the Project or any part thereof for any reason whatsoever including for reasons related to (i) defect in construction, (ii) delay in construction, and/or (iii) default in complying with the Approved Plans, statutory regulations/ permissions/ approvals/ sanctions etc., and accordingly the Sub Lessor hereby indemnifies and keeps forever indemnified the Sub Lessee from and against all claims in connection with the construction/ development work carried out and done in respect of the Project under this Agreement. It is explicitly clarified that the Sub Lessee shall not be responsible for any lapse in insurance in respect of the Project or any part thereof.

### 3. Timelines for completing the Project:

3.1 The Sub Lessor shall undertake and carry out the entire construction and development of the Project along with all the amenities/ facilities set out in this Agreement in accordance with the Approved Plans (being the plans approved by the concerned Authority and the Sub Lessee) and in further accordance with the Specifications (defined above) to the satisfaction of the Sub Lessee. The Sub Lessor acknowledges and accepts that the Sub Lessee has agreed to enter into and execute this Agreement (and the Definitive Documents and all subsequent agreements, deeds and writings) solely based upon and relying on the representation and assurances of the Sub Lessor that it shall complete and handover the Project (comprising of Phase-1 and Phase-2) in accordance with this Agreement (including timelines) on that the Sub Lessor shall handover the Phase-1 and Phase-2 to the Sub Lessee on or before the Phase-1 Handover Date and the Phase-2 Handover Date respectively (after obtaining all Approvals including the Occupation Certificate, the Fire NOC etc. in order to ensure that the Sub Lessee can immediately commence its business therefrom) **AND FURTHER THAT** the

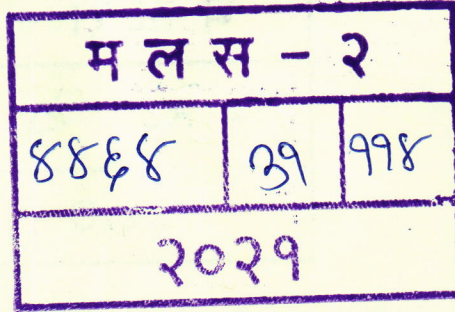
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Sub Lessor is well aware that any delay/ default by the Sub Lessor in fulfilling and complying with any of its obligations under this Agreement shall cause inconvenience to the Sub Lessee and will delay the Sub Lessee's school business.

- 3.2 Timely completion of construction/ development and handover of the Phase-1 and Phase-2 to the Sub Lessee by the Sub Lessor is the essence of this Agreement/ contract. Considering the essence and spirit of the mutual understanding set out in this Agreement, the Sub Lessor shall be bound to comply with its obligations and handover Phase-1 and Phase-2 to the Sub Lessee on the Phase-1 Handover Date and the Phase-2 Handover Date respectively.
- 3.3 The Sub Lessor shall obtain the Part Occupation Certificate in respect of Phase-1 and handover certified copy of the same to the Sub Lessee on or before the Phase-1 OC Handover Date (defined above), failing which the Phase-1 Rent Commencement Date shall automatically stand postponed/ extended by 2.5 days/ times for each day of delay in obtaining and handing over the Part Occupation Certificate by the Phase-1 OC Handover Date ("**Phase-1 OC Delay Remedy**"). For the purposes of calculating the Phase-1 OC Delay Remedy, it is clarified that in the event there is a delay of 2 (two) days in obtaining and handing over the Occupation Certificate for Phase-1 by the Phase-1 OC Handover Date, then the Phase-1 Rent Commencement Date shall automatically stand postponed/ extended by 5 (five) days.
- 3.4 In the unfortunate event of Phase-1 not being handed over by the Phase-1 Handover Date, then the Sub Lessor shall be entitled to a cure period until November 15, 2021 ("**Cure Period**") and accordingly the Sub Lessor shall ensure that it completes and handovers Phase-1 to the Sub Lessee on or before the end of the aforesaid Cure Period failing which the Phase-1 Rent Commencement Date shall automatically stand postponed/ extended by 2.5 days/ times for each day of delay in handing over Phase-1 by the Phase-1 Handover Date ("**Phase-1 Handover Delay Remedy**").
- 3.5 It is however explicitly discussed and clarified between the Parties hereto that in the unfortunate event of there being a delay for both i.e. (i) in obtaining and handing over the Part Occupation Certificate for Phase-1 by the Phase-1 OC Handover Date, and (ii) in handing over Phase-1 to the Sub Lessee by the aforesaid Cure Period, then only the higher of the Phase-1 OC Delay Remedy and the Phase-1 Handover Delay Remedy shall be available to the Sub Lessee, and the Phase-1 Rent Commencement Date shall automatically stand postponed/ extended accordingly.





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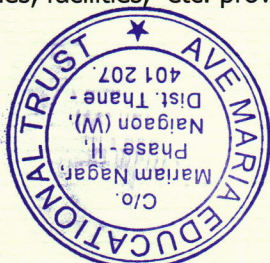
#### 4. Defect Liability Period:

4.1 It has been represented by the Sub Lessor that the School Building and the amenities/ facilities stipulated in this Agreement shall be constructed/ developed on a 'built-to-suit' model in order to ensure compatibility with the Sub Lessee's school business standards and requirements and that the same will be constructed/ developed with the best materials, equipment etc. and further that the quality of construction (and all the amenities/ facilities) shall be as per Bureau of Indian standards, and accordingly, the Defect Liability Period for the Sub Lessor for the entire RCC Structure (defined above) shall be for the entire Sub Lease Term during which period all repairs, rectifications, replacements, remedies required to maintain the structural stability of the Demised Premises and for rectifying the defects, if any, shall be undertaken and carried out by the Sub Lessor at the Sub Lessor's costs, charges and expense within maximum 30 (thirty) Business Days from the date of written intimation by the Sub Lessee. In the event any of the aforesaid repairs, rectifications, replacements, remedies pertain to major structural repairs then the same shall be undertaken and completed by the Sub Lessor within such timeframe as may be mutually agreed between the Parties hereto.

4.2 During the entire Sub Lease Term, the Sub Lessor shall maintain and make all necessary repairs or replacements to the structural elements and structural portions of and within the Demised Premises. The Sub Lessor shall repair all defects (including latent defects) in the construction of the Demised Premises. The Sub Lessor will be responsible for compliance of the School Building/ Demised Premises with all codes, laws, ordinances, rules and regulations including without any limitation. The cost incurred by the Sub Lessor for repairing/ replacements all defects shall not be contributed towards or reimbursed by the Sub Lessee.

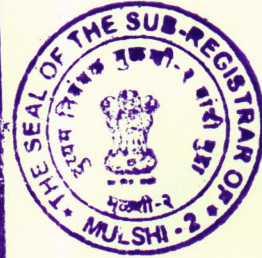
4.3 The Defect Liability Period for the Sub Lessor for all other constructions, amenities, facilities, etc. provided by the Sub Lessor in Phase-1 (including the Specifications herein) shall be for a period of 7 (seven) years from the Occupation Certificate of Phase-1 during which period all repairs, rectifications, replacements, remedies required to maintain the same and for rectifying defects, if any (unless caused by the Sub Lessee or Sub Lessee's occupants), shall be undertaken and carried out by the Sub Lessor at the Sub Lessor's costs, charges and expense within maximum 30 (thirty) Business Days from the date of written intimation by the Sub Lessee.

4.4 The Defect Liability Period for the Sub Lessor for all other constructions, amenities, facilities, etc. provided by the Sub Lessor in Phase-2 (including the





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Specifications herein) shall be for a period of 7 (seven) years from the Occupation Certificate of Phase-2 during which period all repairs, rectifications, replacements, remedies required to maintain the same and for rectifying defects, if any (unless caused by the Sub Lessee or Sub Lessee's occupants), shall be undertaken and carried out by the Sub Lessor at the Sub Lessor's costs, charges and expense within maximum 30 (thirty) Business Days from the date of written intimation by the Sub Lessee.

- 4.5 In the event the Sub Lessor fails to rectify, remedy and/or make good such defect within the aforesaid timelines, then the Sub Lessee shall have the right, without obtaining any prior approval of the Sub Lessor, to carry out necessary repairs and remedies at the sole and exclusive costs, charges and expense of the Sub Lessor, which shall be first paid by the Sub Lessee and subsequently deducted from the Rent payable by the Sub Lessee to the Sub Lessor.
- 4.6 The Sub Lessee shall not make any structural changes in the Demised Premises (including breaking of the walls/ columns/ beams/ slabs, core cutting etc.) without obtaining the prior written approval of the Sub Lessor. Any damage caused to the Demised Premises due to such unauthorized structural changes shall be repaired/ rectified by the Sub Lessee at the Sub Lessee's cost.
- 4.7 During the Defect Liability Period, the Sub Lessee shall, at its cost, execute comprehensive maintenance contracts for maintenance of Water Pumps, Sewage Treatment Pumps, Water Filtration & Softener Pumps, Elevators, Fire Fighting System, Swimming Pool Equipment and all such equipment procured and installed by the Sub Lessee at the Demised Premises. Further, during the Defect Liability Period, the Sub Lessee shall also undertake and maintain the following at the Sub Lessee's cost:
- Timely and regular cleaning and plumbing down and removing of choke-ups;
  - Periodic housekeeping of all common areas, classrooms and other rooms;
  - Fixing minor pipe leakages in time;
  - Periodic grout filing of wall & floor tiles for toilets and swimming pool;
  - Periodic filling of silicon sealant for gaps in external windows; and
  - Removal of dry leaves, dirt and garbage from rooftop so as to allow rain water to drain out effectively.



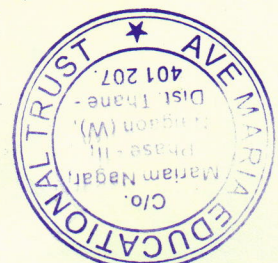
## 5. Conditions Precedent to the Deed of Sub Lease:



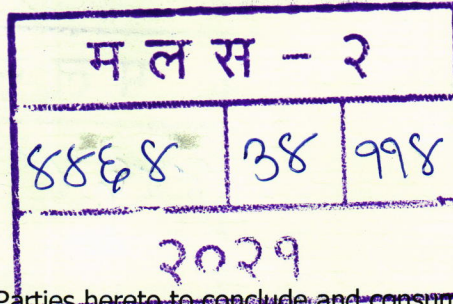
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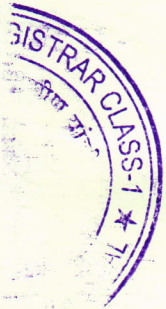




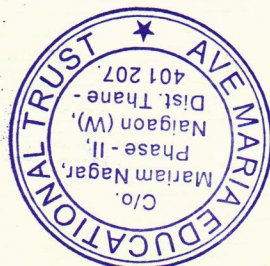


5.1 In order to enable the Parties hereto to conclude and consummate the transaction in respect of Phase-1 by executing the Definitive Documents (defined above) in favor of the Sub Lessee, the Sub Lessor shall do the following at its sole and exclusive costs, charges and expense:

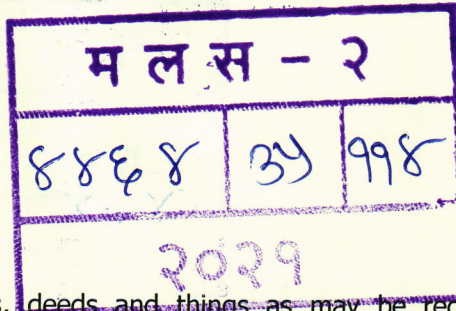
- (a) Obtain final approval in respect of the Revised Proposed Plan (defined above) from PMRDA on or before execution of the Sub-Lease Deed. In the event PMRDA proposes any changes to the Revised Proposed Plan, then the same shall be immediately informed to the Sub Lessee, and the Parties hereto shall co-operate with each other and mutually finalise such proposed changes within 7 (seven) days from the date of intimation by PMRDA;
- (b) Pay applicable amounts to PMRDA towards development charges and/or such other charges and to obtain the revised Commencement Certificate for Phase-1 and Phase-2 based on final approval granted by the Sub Lessee in writing;
- (c) the Intent of Development layout is granted by PMRDA only for environment clearance purpose and since environment clearance is not applicable for the Demised Premises, the Sub Lessor shall pay the applicable amounts towards development charges and premiums towards paid FSI/TDR or such other amounts to PMRDA and obtain the revised Commencement Certificate in respect of Phase-1 & Phase 2 on or before December 31, 2020 and handover the same to the Sub Lessee;
- (d) obtain the Certificate/ No Objection Certificate from the Income-tax Department/ authorities as required under Section 281 of the Income-tax Act, 1961, and handover the same to the Sub Lessee within 6 (six) months from the date of execution of this Agreement;
- (e) complete construction of Phase-1 in accordance with the sanctioned plans/ approvals and in accordance with the Specifications and handover the same to the Sub Lessee on or before the Phase-1 Handover Date (or the Cure Period, if required);
- (f) obtain the Part Occupation Certificate in respect of the School Building (being for the entire Phase-1) and handover the same to the Sub Lessee on or before the Phase-1 OC Handover Date (defined above) without any delay for any reason whatsoever;



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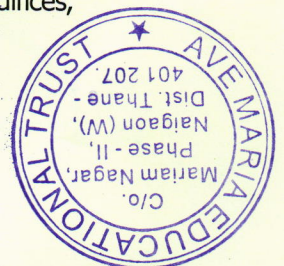
- (g) do all such acts, deeds and things as may be required for legally granting/ demising sub-leasehold rights in respect of the Project in favor of the Sub Lessee and to further ensure that the Sub Lessee shall have the right to use and occupy the entire Project during the entire Sub Lease Term without any claims and/or objections from the Sub Lessor and/or the PMRDA (provided the Sub Lessee is not in breach of this Agreement); and
- (h) Execute and register a Deed of Lease whereby PMRDA shall grant lease of the entire Plot along with maximum permissible Floor space of the entire Demised Premises (including Phase-2 to be constructed) in favor of the Sub Lessor for the Lease Term (defined above), and handover certified/ notarized copy of the registered Deed of Lease to the Sub Lessee. The Sub Lessor has represented that pursuant to the aforesaid Deed of Lease by PMRDA in favor of the Sub Lessor, no separate lease deed will be required to be executed by PMRDA in favor of the Sub Lessor in respect of Phase-2.

5.2 In order to enable the Sub Lessee to peacefully possess and use Phase-2, the Sub Lessor shall do the following at its sole and exclusive costs, charges and expense:

- (a) pay the applicable amounts towards development charges and/or such other amounts in respect of Phase-2 to PMRDA;
- (b) complete construction of Phase-2 in accordance with the sanctioned plans/ approvals and in accordance with the Specifications and handover the same to the Sub Lessee on or before the Phase-2 Handover Date; and
- (c) obtain the Part/Full Occupation Certificate in respect of Phase-2 on or before the Phase-2 Handover Date (defined above) without any delay for any reason whatsoever and handover the same to the Sub Lessee; and

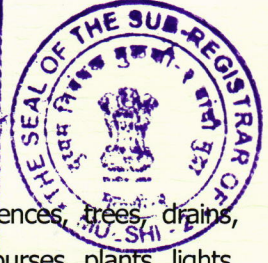
## 6. Grant of Sub Lease Rights & the Sub LeaseTerm:

6.1 In consideration of the Rent herein reserved and subject to payment of Rent and execution of Definitive Documents, the Sub Lessor hereby agrees to demise and grant unto the Sub Lessee, by way of sub-lease, the Demised Premises **TO HAVE AND TO HOLD** the same unto the Sub Lessee for the Sub Lease Term (defined hereinabove) upon execution of the Definitive Documents (defined above) **TOGETHER WITH ALL AND SINGULAR** the houses, outhouses, edifices,





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courts, yards, buildings, areas, compounds, sewers, ditches, fences, trees, drains, ways, paths, passages, common gullies, walls, waters, water courses, plants, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances whatsoever in or to the Plot or any part thereof belonging or in anywise appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed therewith or reputed or known as part or member thereof and to belong or be appurtenant thereto.

- 6.2 During the entire Sub Lease Term, the Sub Lessee (along with its Affiliates) shall have the exclusive, absolute, unhindered and unrestricted legal and physical possession of the Demised Premises without any interference from any person whomsoever (including from the Sub Lessor), and accordingly, simultaneously against execution of the Deed of Sub Lease, the Sub Lessor shall execute a Possession Letter thereby handing over exclusive and absolute possession of the Demised Premises to the Sub Lessee.
- 6.3 Without causing any inconvenience to the Sub Lessee's school business operations, the Sub Lessor and PMRDA and any concerned authority shall always have right to access the Demised Premises during the Sub Lease Term at any-time of the day without any prior intimation or approval of the Sub Lessee for the purpose of inspection, maintenance or any lawful activity as may be required from time to time.
- 6.4 Pursuant to the grant/ demise of sub lease assured under this Agreement in favor of the Sub Lessee, the Sub Lessee shall have the right to undertake and carry out all its business from the Demised Premises including running, operating and managing school. For the purposes of the aforesaid business of the Sub Lessee, the Sub Lessee shall have the right to enter into and execute various management contracts/ agreements, agent agreements, vendor contracts/ agreements and such other third-party contracts, agreements, writings etc. as may be required for the business of the Sub Lessee, at the sole and exclusive discretion of the Sub Lessee and without obtaining any prior written approval/ permission of the Sub Lessor, and further without paying any additional amounts/ compensation of any nature whatsoever for any reason whatsoever to the Sub Lessor and/or PMRDA, save and except in case of any Sub Lessee's sub lessee (defined above), in which case the Sub Lessee shall be required to obtain the prior written approval of the Sub Lessor and PMRDA and shall be required to pay applicable fee/ charges to PMRDA, however the Sub Lessee shall continue to be solely responsible for compliance of this Agreement and the Definitive Documents irrespective to whom rights are assigned. The school business of the Sub Lessee shall comprise of operating, conducting, running and managing Pre-primary, Primary and Secondary grades which will include Nursery, LKG, UKG, Grades I to X. comprising of such number of classrooms and students as may be required by the Sub Lessee, from time to time.



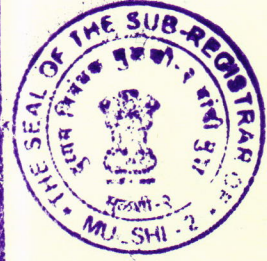
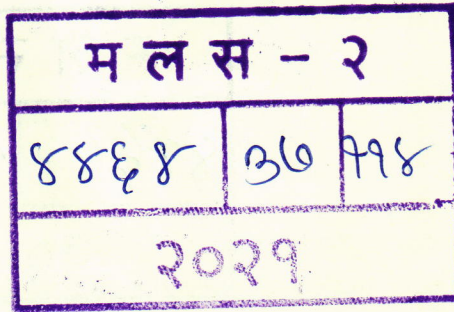
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## 7. Lock-in Period:

7.1 The Sub Lessor shall be locked-in for the Sub Lessor's Lock-in Period (defined above), and accordingly, the Sub Lessor shall not have the right to terminate the Deed of Sub Lease during the Sub Lessor's Lock-in Period, save and except for reasons related to material breach of any representations, covenants and/or terms and conditions of the Deed of Sub Lease by the Sub Lessee in which case, the Sub Lessor shall give 30 (thirty) Business Days' prior written notice to the Sub Lessee for rectifying/ remedying such breach/ defect/ default/ failure, and in the event the Sub Lessee fails to remedy/ rectify such breach within the aforesaid notice period, then the Sub Lessor shall be entitled to terminate this Agreement/ Deed of Sub Lease by giving an advance written notice to the Sub Lessee.

7.2 The Sub Lessee shall be locked-in for the Sub Lessee's Lock-in Period (defined above), and accordingly, the Sub Lessee shall not have the right to terminate the Deed of Sub Lease during the Sub Lessee's Lock-in Period, save and except for reasons related to material breach of any representations, covenants, undertaking, obligations and/or terms and conditions of the Deed of Sub Lease by the Sub Lessor in which case, the Sub Lessee shall give 30 (thirty) Business Days' prior written notice to the Sub Lessee for rectifying/ remedying such breach/ defect/ default/ failure, and in the event the Sub Lessor fails to remedy/ rectify such breach within the aforesaid notice period, then the Sub Lessee shall be entitled to terminate this Agreement/ the Deed of Sub Lease by giving an advance written notice to the Sub Lessee.

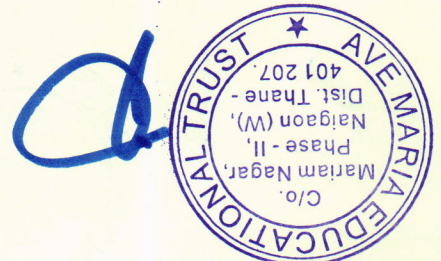
## 8. Rent for the Demised Premises:

8.1 From the Phase-1 Rent Commencement Date (defined above) (unless automatically postponed/ extended in the manner set out in this Agreement) until expiry or earlier determination of the Sub Lease Term, the Sub Lessee shall pay Rent towards monthly rent to the Sub Lessor, on or before the 10<sup>th</sup> (tenth) day of every month in advance as per **Annexure "11"** annexed hereto.

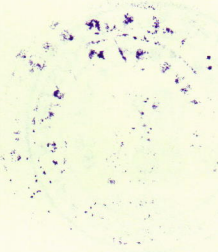
8.2 The Rent is inclusive of TDS and accordingly the Sub Lessee shall deduct from the Rent the applicable amounts towards TDS and deposit such deducted TDS with the concerned income-tax department within the timelines prescribed under the extant tax laws, as applicable. The Rent is exclusive of GST (State and Central) and shall be borne and paid by the Sub Lessee over and above the Rent reserved hereinabove.



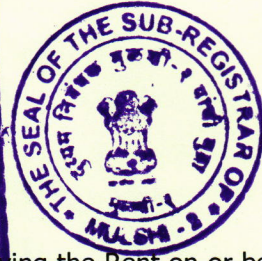
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8.3 In the event there is any delay by the Sub Lessee in paying the Rent on or before the due date set out above, then the Sub Lessor shall give 30 (thirty) Business Days' prior written notice to the Sub Lessee calling upon the Sub Lessee to make payment of the outstanding Rent along with interest calculated at 18% (eighteen) percent per annum on the outstanding amount from the date it was due until such date it is paid in full (along with applicable interest).

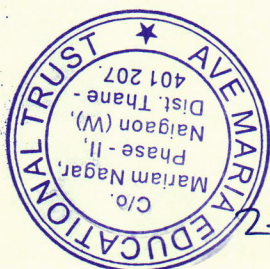
**9. Security Deposit for the Demised Premises:**

9.1 For the entire Project(which comprises of Phase-1 and Phase-2), the Sub Lessee has agreed to deposit INR 10,00,00,000/- (Indian Rupees Ten Crore only) with the Sub Lessor by way of an interest free refundable security deposit ("**Security Deposit**") which will be deposited in tranches based on the completion of each Phase and in the manner set out below:

- (a) INR 2,50,00,000 (Indian Rupees Two crore and Fifty Lakh only) shall be deposited simultaneously upon Signing of this Agreement;
- (b) INR 1,50,00,000/- (Indian Rupees One Crore and Fifty Lakh only) shall be deposited on December 1 2020;
- (c) INR 1,50,00,000/- (Indian Rupees One Crore and Fifty Lakh only) shall be deposited on March 1 2021;
- (d) INR 1,00,00,000/- (Indian Rupees OneCrore only) shall be deposited on July 31 2021;
- (e) INR 1,50,00,000/- (Indian Rupees One Crore and Fifty Lakh only) shall be deposited on November 15 2021;
- (f) INR 2,00,00,000/- (Indian Rupees Two Crore only) shall be deposited on December 31 2022 provided the Sub Lessor has handed over Phase-1 (along with Part Occupation Certificate) to the Sub Lessee in accordance with the timelines set out herein.

9.2 Simultaneously against expiry of the Sub Lease Term or earlier termination/ determination thereof, the Sub Lessor shall refund the entire Security Deposit (after making mutually agreed deductions in writing, if any, towards outstanding Rent, electricity and water bills) to the Sub Lessee simultaneously against the Sub Lessee vacating the Demised Premises (along with all its belongings) and handing over possession of the Demised Premises back to the Sub Lessor. In the event the Sub Lessor fails/ delays in refunding the Security Deposit, then (a) the Sub Lessor shall be liable to repay the same to the Sub Lessee along with interest calculated at 18% (eighteen percent)per annum on the Security Deposit from the date it was due to be repaid/ refunded until such date it is repaid/ refunded in full (along with applicable interest), and (b) the Sub Lessee shall continue to be in absolute unhindered, unrestricted and uninterrupted use, occupation and possession of the Demised Premises until such date the entire Security Deposit is repaid/ refunded (along with applicable interests). In the event the Sub Lessor is desirous of

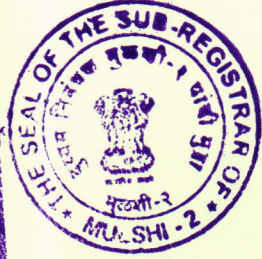
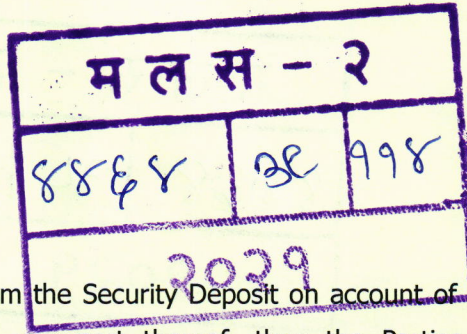
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making deductions from the Security Deposit on account of any damages to the Demised Premises or any part thereof, then the Parties shall appoint their respective architects, and the amount to be deducted by the Sub Lessor from the Security Deposit shall be mutually decided by the architects.

#### 10. Parking Spaces:

10.1 The Parking Spaces (defined above and which is a part of the Demised Premises) shall be made/ developed by the Sub Lessor as per the Specifications and shall be provided and handed over by the Sub Lessor to the Sub Lessee on or before the Phase-1 Handover Date. The amount for Rent includes all charges and fee for the Parking Spaces and accordingly no additional amounts, charges, fee, rent etc. of any nature whatsoever shall be paid by the Sub Lessee to the Sub Lessor and/or to any other person/ Authority whomsoever.

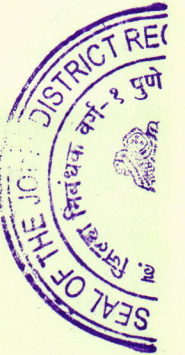
10.2 The Sub Lessee shall have the sole and exclusive right to allot the Parking Spaces to such person as deemed fit by the Sub Lessee at the sole and exclusive discretion of the Sub Lessee. The Parties agree and understand that the Sub Lessee may allow its staff, employees, visitors, bus agencies/ services, student's transport services/ agencies etc. to park their respective vehicles in the Parking Spaces and/or in the open areas on the Plot at the sole and exclusive discretion of the Sub Lessee and on such terms and conditions and for such fee/ charges etc. as may be deemed fit by the Sub Lessee alone.

10.3 There shall be 2 (two) reserved and designated car parking for the Sub-Lessor and PMRDA's official cars. No other vehicle should be parked in this space.

#### 11. Representations, Warranties, Covenants and Undertakings of the Sub Lessor:

11.1 The Sub Lessor hereby represents and warrants to the Sub Lessee as follows:

- (a) The Sub Lessor is duly organised, validly existing, and in good standing under the laws of India;
- (b) The Sub Lessor has the corporate power and authority to enter into this Agreement and the Deed of Sub Lease and to perform its obligations hereunder. The execution, delivery and performance of this Agreement and the Deed of Sub Lease by the Sub Lessor and the performance of its obligations hereunder have been duly authorised and approved by all necessary action and no other action on the part of the Sub Lessor is



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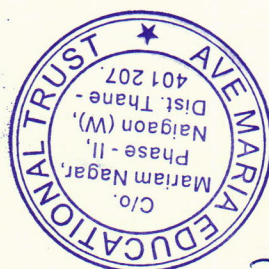
necessary to authorise the execution, delivery and performance of this Agreement and the Deed of Sub Lease. This Agreement has been duly executed and delivered by the Sub Lessor, is a valid and binding obligation of the Sub Lessor, and is enforceable against the Sub Lessor in accordance with its terms.

(c) The execution, delivery and performance of this Agreement and the Deed of Sub Lease by the Sub Lessor:

- (i) will not conflict with, or result in a breach of any provision of the Certificate of Incorporation or Memorandum of Association or Articles of Association of the Sub Lessor;
- (ii) will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets (including the Plot and the constructions thereon) are bound;
- (iii) will not result, with or without the lapse of time or the giving of notice or both, in a breach of any of the terms or provisions of or constitute a default under any mortgage, license, permit, agreement or other instrument affecting the Sub Lessor or by which the Sub Lessor may be bound; or
- (iv) except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever.

(d) The right/ title of the Sub Lessor to the Demised Premises is absolutely clear and marketable and free from any Encumbrances, mortgages, charges and/or lien of any nature whatsoever. The Sub Lessor explicitly covenants and undertakes to comply with all its obligations and responsibilities under the Agreement to Lease (defined above) and to obtain a registered Deed of Lease in respect of the Demised Premises prior to the Phase-1 Handover Date in order to enable the Sub Lessee to accept/ acquire sub-leasehold rights in respect of the Demised Premises

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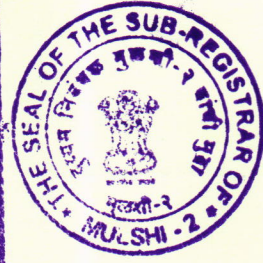


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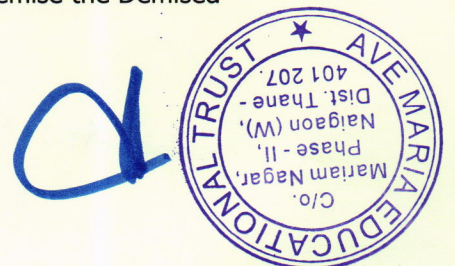


in the manner stipulated herein. The Sub Lessor further covenants, undertakes and assures that in the event there are any claims and/or demands on title of the Sub Lessor in respect of the Demised Premises or any part thereof, then all such claims/ demands shall be settled/ made good by the Sub Lessor at its sole and exclusive costs, charges and expenses and that the Sub Lessor shall keep its right/ title (along with the future leasehold right/ title under the Agreement to Lease) to the Demised Premises is absolutely clear and marketable and free from Encumbrances throughout the existence of the Sub Lease Term (save and except as set out herein).

- (e) The Sub Lessor hereby covenants and assures that from the date of execution hereof, if the Sub Lessor creates any Encumbrances and/or third part right, title, share, interest or benefit of any nature whatsoever in the Demised Premises or any part thereof the same shall not affect the sub-lease right of the Sub-Lessee.
- (f) Save and except the ownership rights of PMRDA and the rights/ title of the Sub Lessor (under the Agreement to Lease) in respect of the Plot (and the constructions being made thereon) and the right/ title of the Sub Lessor to the Demised Premises, no other person/ party has any right, title and/or interest in the Demised Premises or any part thereof including by way of sale, gift, assignment, mortgage, charge, lien, sub-lease, lease, leave and license, easement, right of way, development rights, mortgage, Encumbrances etc.
- (g) All amounts payable by the Sub Lessor to PMRDA for acquiring its leasehold rights in respect of the Plot has been paid in full and that no amounts of any nature whatsoever is due, pending and/or outstanding and payable by the Sub Lessor to PMRDA save and except payment towards development charges and premiums for obtaining the revised building permission which shall be paid by the Sub Lessor upon the final Commencement Certificate in respect of Phase-1 and Phase-2.
- (h) No notice/s is/are pending against the Sub Lessor and/or PMRDA and/or any of their respective predecessors-in-title and/or any person on their respective behalf, whether from the local authorities or from the Government or otherwise, for requisition and/or acquisition of the Plot (and the constructions being made thereon) or any part thereof, and the Sub Lessor in a position to agree to grant and demise the Demised



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Premises on sub-leasehold basis in favor of the Sub Lessee as set out herein.

- (i) The Plot is reserved for Amenity Space and accordingly as per the applicable Development Control Regulations, the Sub Lessee shall be permitted to operate, manage and run its school business from the Demised Premises (including the Plot) without any objection from any Authority/ies. The Demised Premises are available for the use and occupation for the purposes of the Sub Lessee's school business under the Applicable Laws, and that the Sub Lessee shall have the sole authority to decide the usage of the Demised Premises during the Sub Lease Term. However, incase the sub-lessee decides to sub-sub-lease the plot/demised premises then prior written NOC shall be obtained from Sub-Lessor/PMRDA which may be subject to payment of additional consideration.
- (j) There are no suits nor any proceedings nor any *lis-pendens* or other notices of any attachment, either before or after judgment, pending in respect of the Demised Premises or any part thereof whereby the right of the Sub Lessor to deal with the Demised Premises or any portion thereof is in any way affected or jeopardized.
- (k) All antecedent title documents in respect of the Plot are appropriately stamped and registered in accordance with the Applicable Laws (including in respect of stamp duty, adjudication and registration) and that appropriate permissions/ approvals have been obtained for all such transactions by the predecessors-in-title in respect of the Plot, including permissions/ approvals under the Maharashtra Tenancy and Agricultural Lands Act, 1948 (erstwhile Bombay Tenancy and Agricultural Lands Act, 1948) and the Urban Land (Ceiling and Regulations) Act, 1976;
- (l) No rights, title, entitlement of any erstwhile tenant, tiller, farmer, agriculturist and/or any other person whomsoever etc. exists on the Plot or any part thereof, save and except the absolute and exclusive ownership rights of PMRDA to the Plot and the right of the Sub Lessor to the Plot under the Agreement to Lease (defined above);
- (m) There are no prohibitory orders or any attachment orders of or otherwise any liabilities in respect of the Demised Premises or any part thereof whereby the right of the Sub Lessor to deal with the Demised Premises or any part thereof is in any way affected or jeopardized.

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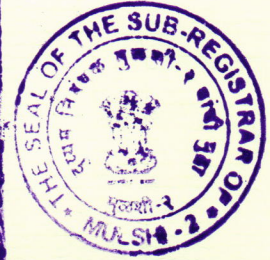


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- (n) There are no Estate Duty, Income Tax, Wealth Tax, Sales Tax, Excise or other direct or indirect taxation proceedings (including any proceedings under Section 281 of the Income-tax Act), whether for recovery or otherwise, initiated by any Taxation Authorities or local Authorities, pending whereby the rights of the Sub Lessor to deal with the Demised Premises or any part thereof is in any way affected and/or jeopardized.
- (o) All municipal taxes, land revenue, etc., payable to the concerned Municipal Corporation/ the Gram Panchayat/ the concerned Authorities, the State or Central Government and any other concerned authority in respect of the Demised Premises (along with all fines, penalties etc.) are paid and there are no dues payable to any of the aforesaid authorities. It is however clarified that all past, present and future property taxes in respect of the Plot shall be borne and paid by the Sub Lessor alone.
- (p) All compliances in relation to the Demised Premises have been complied with under applicable laws and regulations and there is no reason for the Sub Lessor to believe that there is any outstanding claim or liability (crystallized or potential) that may affect the Demised Premises in terms of its further usage in any manner whatsoever.
- (q) There are no minors interested in the Demised Premises or any portion thereof.
- (r) There are no existing easementary rights and/or right of way created under any document or by any covenant or by prescription in respect of and/or upon the Demised Premises or any portion thereof.
- (s) There are no disputes as to the boundaries of the Plot.
- (t) The Sub Lessor has for the period upto the date hereof duly and fully paid, fulfilled, performed and discharged all and whatsoever its monetary and other obligations, liabilities and responsibilities including its taxation liabilities due and/or owing to any governmental, municipal or any other Authorities or private person and all and whatsoever the rates, taxes, cess, dues and duties in respect of the Demised Premises and every part thereof have been paid and discharged upto date.



11.2 The Sub lessor doth hereby covenants and undertakes to the Sub Lessee as follows:



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- (a) At the sole and exclusive costs, charges and expense of the Sub Lessor, to carry out construction of the Demised Premises as per the Approved Plans and in accordance with the Specifications and to complete construction of the same and obtain the requisite permissions/ approvals (including the Part Occupation Certificate and the Fire NOC) and handover the Demised Premises to the Sub Lessee on or before the Phase-1 Handover Date and the Phase-2 Handover Date (as applicable) and the execute and register the applicable Definitive Documents in favor of the Sub Lessee in accordance with the timelines set out herein;
- (b) The Sub Lessor shall obtain all requisite permissions/ approvals (including but not limited to Occupation Certificate, the Fire NOC, the Zone Certificates etc.) from various Authorities as may be required to ensure that the Sub Lessor can grant/ demise sublease rights in respect of the Demised Premises to the Sub Lessee and to further ensure that the Sub Lessee can peacefully and without any objection/ hindrance use, occupy and possess the Demised Premises in the manner set out herein and further to enabling the Sub Lessee to enter into and execute management agreements and/or such other agreements/ contracts/ writings as required by the Sub Lessee to suit its business requirements, and the Sub Lessor further covenants and undertakes to ensure that it complies with all Applicable Laws throughout the Sub Lease Term (and any extension/ renewal thereto) at the Sub Lessor's cost, **AND FURTHER THAT** the Sub Lessor shall keep all permissions/ approvals/ licenses valid and existing throughout the subsistence of the Sub Lease Term (and any extension/ renewal thereto).
- (c) The Sub Lessor shall pay all past, existing and future rates, taxes (including but not restricted to property taxes, building taxes, corporation taxes, etc.), charges, duties, cesses, levies, fines, penalties, assessments and other outgoings of whatsoever nature payable (along with all applicable fines, penalties etc.) to the governmental and/or any other authorities and municipalities in respect of the Plot and the Demised Premises, and shall indemnify and shall at all times keep indemnified the Sub Lessee from and against any and all liabilities incurred and consequences faced by the Sub Lessee and arising out of and from any non-payment or delayed payment by the Sub Lessor or any attachment, disturbance of possession, notice, order, litigation, etc. arising there from. In the event of the Sub Lessor failing to make payment of any of the rates, taxes, charges, duties, cesses, levies, fines,

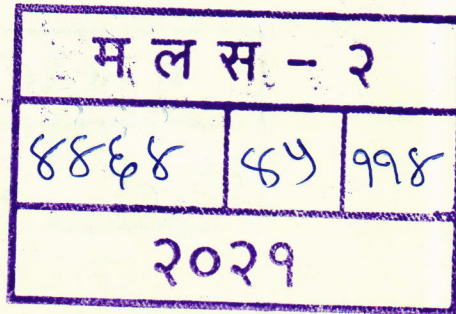
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penalties, assessments and other outgoings payable by it, the Sub Lessee may, if required to do so with a view to protect its right/ title and interests, make payment thereof and thereafter adjust the same against the Rent payable to the Sub Lessor.

- (d) The Sub Lessor has not done or omitted to do any act, matter, deed or thing and shall not do or omit to do any act, matter, deed or thing whereby the sub-lease in respect of the Demised Premises agreed to be granted hereunder and/or any of the management agreements and/or such other agreements/ contracts/ writings etc. executed/ to be executed by the Sub Lessee shall become void or voidable or be affected in any manner or cancelled or revoked or determined.
- (e) The Sub Lessor agrees to allow the Sub Lessee to undertake and carry out minor structural changes to the Demised Premises at entire cost of Sub-Lessee with the prior approval of Sub Lessor, which shall not be unreasonably withheld, and subject to the approval of the municipal and other public authorities. In the event of the Sub Lessor withholding such consent/approval, the Sub Lessor shall intimate to the Sub Lessee in writing the reasons for withholding such consent.
- (f) The Sub Lessor is hereby permitted and allowed to offer education facilities for senior secondary grade as well, however, the Sub Lessee shall be required to obtain the requisite permissions/ approvals for such grades from the concerned authority/ies, at the sole and exclusive costs, charges and expense of the Sub Lessee.



## 12. Representations, Warranties, Covenants and Undertakings of the Sub Lessee:

12.1 The Sub Lessee has represented to the Sub Lessor as follows:

- (a) Based on the documents and information provided by the Sub Lessor to the Sub Lessee, the Sub Lessee has investigated the title of the Sub lessor to the Plot. The Sub Lessee has also published public notices inviting third-party claims in respect of the Plot (and/or the constructions to be made thereon), and the Sub Lessee has not received any claims/ objections and is accordingly satisfied with the title of the Sub Lessor to the Plot;
- (b) The Sub Lessee is duly organised, validly existing, and in good standing under the laws of India;
- (c) The Sub Lessee has the corporate power and authority to enter into this Agreement and the Deed of Sub Lease and to perform its obligations hereunder. The execution, delivery and performance of this Agreement and the Deed of Sub Lease by the Sub Lessee and the performance of its



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obligations hereunder have been duly authorised and approved by all necessary action and no other action on the part of the Sub Lessee is necessary to authorise the execution, delivery and performance of this Agreement and the Deed of Sub Lease. This Agreement has been duly executed and delivered by the Sub Lessee, is a valid and binding obligation of the Sub Lessee, and is enforceable against the Sub Lessee in accordance with its terms.

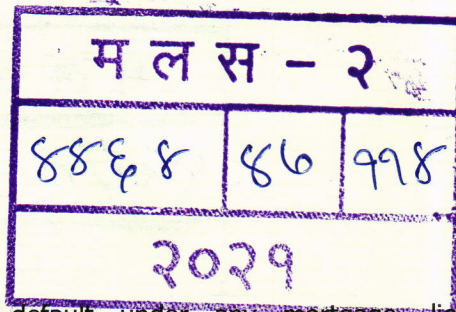
- (d) The Sub-Lessee shall use the Plot along with Demised Premises for the purposes of operating/ managing a school there from and for such other purposes as are required for the purposes of operating/ managing a school (either by itself and/or by such other person/ organiser/ faculty as may be appointed by the Sub Lessee from time to time);
- (e) In the event the Sub Lessee is desirous of further sub-leasing the Demised Premises or any part/ portion thereof in favor of the Sub Lessee's sub-lessee, then the Sub Lessee shall obtain requisite written permissions/ approval from the Sub Lessor and PMRDA and accordingly the Sub Lessee shall be required to pay the applicable fee to PMRDA. It is however clarified that no such permission/ approval shall be required to be obtained by the Sub Lessee if the Sub Lessee allows any third party/ person/ entity/ organisation to use various portions of the Demised Premises on the basis of temporary leave and license, conducting agreement, vendor contracts etc.;
- (f) The execution, delivery and performance of this Agreement and the Deed of Sub Lease by the Sub Lessee:
- (i) will not conflict with, or result in a breach of any provision of the Certificate of Incorporation or Memorandum of Association or Articles of Association of the Sub Lessee;
  - (ii) will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets (including the Plot and the constructions thereon) are bound;
  - (iii) will not result, with or without the lapse of time or the giving of notice or both, in a breach of any of the terms or provisions of or

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constitute a default under any mortgage, license, permit, agreement or other instrument affecting the Sub Lessee or by which the Sub Lessee may be bound; or

- (iv) except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever.

12.2 The Sub Lessee doth hereby expressly covenants with the Sub Lessor as under:

- (a) The Sub Lessee shall, from the Rent Commencement Date regularly pay the Rent to the Sub Lessor in accordance with this Agreement.
- (b) The Sub Lessee shall undertake the maintenance and upkeep of the Demised Premises on its own and at its own costs and expenses.
- (c) The Sub Lessee shall keep the Demised Premises in good order and condition (reasonable wear and tear and loss or damage due to Events of Force Majeure excepted). The Sub Lessee shall use the Demised Premises as any ordinary prudent lessee/ sub lessee of the same would do.
- (d) The Sub Lessee shall not store any inflammable or combustible goods or explosive substances in the Demised Premises, except such amount or quantity as may be reasonably required in connection with any business for time being carried on by the Sub Lessee and not to commit or cause to be committed any act or thing which may cause damage or injury to or prejudicially affect the Demised Premises.
- (e) The Sub Lessee shall not carry on or permit to be carried on in any part of the Demised Premises any illegal or unlawful manufacture, trade or business.
- (f) The Sub Lessee shall pay electricity, water and telecom charges periodically according to the consumption and the bills raised by the appropriate authorities within the time stipulated in the respective bills from the Rent Commencement Date until expiry/ earlier termination/ determination of the Sub Lease Term.



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- (g) The Sub Lessee shall be entitled to deploy its security personnel for the internal as well as external peripheral security of the Demised Premises.
- (h) The Sub Lessee shall be solely responsible for any accidents, mishaps arising at the Demised Premises during the Sub Lease Term which is not attributed with the Sub Lessor. The Sub Lessee shall indemnify and keep indemnified to the Sub Lessor during the entire Sub Lease Term from any damages, claims in respect thereof. The security of staffs and students at the Demised Premises shall always be the sole responsibility of the Sub Lessee.
- (i) The Sub Lessee will maintain all equipment like Lifts, D.Gs, water pumps, fire pumps etc for the entire lease tenure at the Sub Lessee's own cost.
- (j) In the event the Sub Lessee desires to offer education to students for senior secondary grades (i.e Grades XI and XII) then the Sub Lessee shall obtain requisite permissions/ approvals in respect of the same from the concerned authorities, at the sole and exclusive costs, charges and expense of the Sub Lessee.

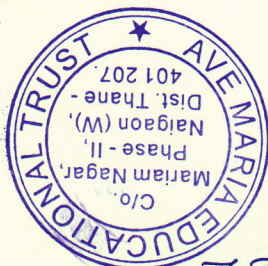
### 13. Electricity, Water and other Utilities in the Demised Premises:

#### 13.1 Electricity:

- (a) The completion of construction of the Demised Premises/ Phase-1 by the Sub Lessor shall include providing all electrical lines and other power connections in the Demised Premises in full working condition, together with all the relevant licences to operate the same. The Sub Lessor shall provide a transformer of capacity 630 KVA in the Demised Premises so as to enable the Sub Lessee to efficiently carry out its school business from the Demised Premises. In the event the Sub Lessee needs additional electricity load/ support/ KVA, then the Sub Lessee shall apply for and obtain the same at the Sub Lessee's cost, and the Sub Lessor covenants and undertakes to extend all co-operation and support in helping the Sub Lessee in obtaining such additional electricity load/ support/ KVA.
- (b) The Sub-lessor shall provide a generator back up of 125 KVA and the same shall be operated and maintained by Sub Lessee at its own cost.
- (c) All bills/ charges in respect of the electricity consumed by the Sub Lessee in the Demised Premises shall be borne and paid by the Sub Lessee at actuals to the concerned Authority/ Organization.

#### 13.2 Water:

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- (a) The completion of construction of the Phase-1 by the Sub Lessor shall include providing and making provision for underground and overhead water tanks having capacity as per the Fire NOC exclusively for Fire Tank and an additional overhead water tank of 25,000 litres and an additional underground 70,000 litres raw water tank in the Demised Premises so as to enable the Sub Lessee to efficiently carry out its school business from the Demised Premises. The Sub Lessee shall arrange water either from tanker or borewell or any other available source at the Sub Lessee's cost. The Sewage Treatment Plant shall be constructed and provided by the Sub Lessor to the Sub Lessee at the Sub Lessor's cost, however, the charges for usage of the same shall be borne and paid by the Sub Lessee at actuals. The treated water shall be used for flushing and landscaping only.
- (b) All bills/ charges in respect of the water consumed by the Sub Lessee in the Demised Premises shall be borne and paid by the Sub Lessee at actuals to the concerned Authority/ Organization/vendor/supplier.

### 13.3 Telecom/ Connectivity:

- (a) The Sub Lessor shall lay down all required conduits required for Internet/Intercom/CCTV/Wi-fi/Digital TV in the Demised Premises at the sole and exclusive costs, charges and expense of the Sub Lessor.
- (b) The Sub Lessee shall lay down at the Sub-lessee cost all required cables such as Cat 6/FTTH required for Internet/intercom/Wi-fi/CCTV along with all instruments and hardware required for above.
- (c) All bills/ charges in respect of the telephone charges, internet charges etc. consumed by the Sub Lessee in the Demised Premises shall be borne and paid by the Sub Lessee at actual amount to the concerned Authority/ Organization/Vendor/Internet service provider.



- 13.4 Considering that the Demised Premises will be maintained by the Sub Lessee, no additional amounts of any nature whatsoever shall be payable by the Sub Lessee to the Sub Lessor towards maintenance charges/ fee etc.

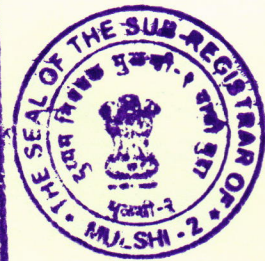
### 14. Sub Lessee's Improvements and Alterations:

- 14.1 Subject to prior written approval from concerned authority/Sub Lessor, the Sub Lessee shall have the right to undertake, carryout and construct structural and





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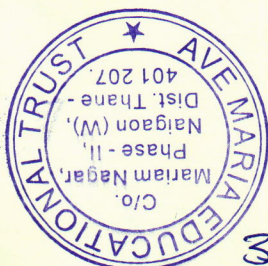
non-structural alterations, in a good workmanlike, safe and sound manner within the Demised Premises, to enhance the usability of the Demised Premises (the **"Sub Lessee's Improvements"**) in accordance with the Sub Lessee's business needs and using such contractors as are selected by the Sub Lessee. The Sub Lessee confirms that all Sub Lessee's Improvements shall confirm to all Applicable Laws and local/ building regulations. Any permission or authorization for such Sub Lessee's Improvements shall be obtained by the Sub Lessee (including from the Sub Lessor and/or the concerned authority) and such Sub Lessee's Improvements shall be the Sub Lessee's responsibility, and accordingly the Sub Lessor shall (at the Sub Lessee's cost) provide the required assistance or no-objection, as may be required. The Sub Lessor covenants to extend all reasonable support and co-operation, including execution of necessary documents for the above purposes.

- 14.2 The Sub Lessee shall, at all times, be the sole owner of the Sub Lessee's Improvements. Upon expiry of the Sub Lease Term or earlier determination thereof, the Sub Lessee may, at its discretion, choose to remove all the Sub Lessee's Improvements and dispose-off the same in such manner as deemed fit by the Sub Lessee.

#### 15. Extension/ Renewal of the Sub Lease Term:

- 15.1 In the event the Sub Lessee desires to extend/ renew the Sub Lease Term, then it shall inform such desire to the Sub Lessor at-least 3 (three) months prior to expiry of the Sub Lease Term. Upon receiving such intimation from the Sub Lessee, the Parties shall execute and register a new sub-lease deed subject to negotiation of new rent rates and additional deposit. The Sub-Lessor reserves the right to refuse any renewal offer from the Sub-lessee
- 15.2 During the Sub Lease Term (or any extension/ renewal thereof), if any additional development potential is available on the Plot, then the Sub Lessor shall utilize such development potential and make constructions on the Demised Premises only if the Sub Lessee is desirous of acquiring sub-leasehold rights in respect of such additional development. In the event the Sub Lessee is not desirous of acquiring sub-leasehold rights in respect of such additional development potential, then the Sub lessor undertakes and covenants not to make any further construction/ development on the Demised Premises till the validity of the Sub Lease Term (or any extension/ renewal thereof).
- 15.3 In the event the Sub Lessor has rights (including by way of ownership, leasehold rights, possession rights, construction rights and/or development rights) in respect of any other land/ plot adjacent and/or adjoining to the Plot within the

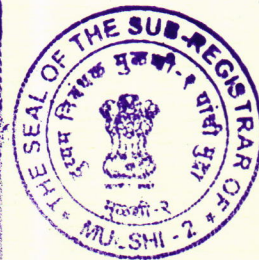
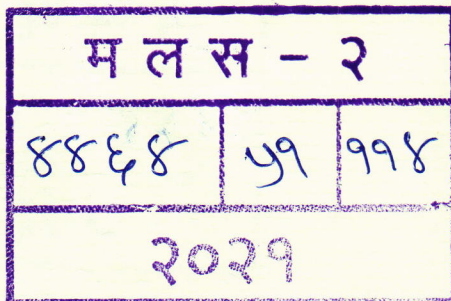
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driving radius of 5 (five) kilometers and in the event the Sub Lessor is desirous of constructing a school/ education institution/ organization thereon, then the Sub Lessor shall give the 'Right of First Refusal' ("ROFR") to the Sub Lessee for acquiring rights in respect of such adjoining/ adjacent land/ plot and the constructions to be made thereon by serving to the Sub Lessee an advance notice of 30 (thirty) Business Days. In the event the Sub Lessee accepts the Sub Lessor's offer then the Parties shall execute such contracts/ documents as mutually agreed between them. In the event the Sub Lessee refuses the offer, then the Sub Lessor shall have the right to initiate negotiations with other parties at the sole discretion of the Sub Lessor, however, such offer to third parties shall not be for the rent, deposit and/or the tenure lower than what was offered to the Sub Lessee under the aforesaid ROFR. Subsequently, in the event the Sub Lessor chooses to reduce the rent and/or the security deposit from its original offer, then the Sub Lessee shall again have a ROFR for such lowered revised offer.

#### 16. Assignment and Sub Letting:

- 16.1 After obtaining the prior written permission of the Sub Lessor/PMRDA, the Sub Lessee shall have the right to transfer/ assign (in full and/or in part) its rights under this Agreement and/or the Definitive Documents and/or any other document as may be executed between the Parties hereto, in favor of any trust and/or society and/or entity/ body that may manage the school business of the Sub Lessee, at the sole and exclusive discretion of the Sub Lessee. The Sub-Lessee shall continue to be solely responsible for compliance under this Agreement and/or the Definitive Documents irrespective to whom rights are assigned/ transferred.
- 16.2 The Sub Lessee shall have the right to grant sub-lease hold rights in respect of the Demised Premises or any part thereof to any of the Sub Lessee's sub-lessee (defined above) after obtaining prior written approval of the Sub Lessor and PMRDA, and after paying the applicable fee/ amounts to PMRDA.
- 16.3 In the event the Sub Lessee permits any party to use the Demised Premises or any part thereof under a leave and license agreement, a business conducting agreement and/or any vendor agreement for any purpose related to school operation, then no permission/ approval shall be required to be obtained by the Sub Lessee either from the Sub Lessor and/or PMRDA.

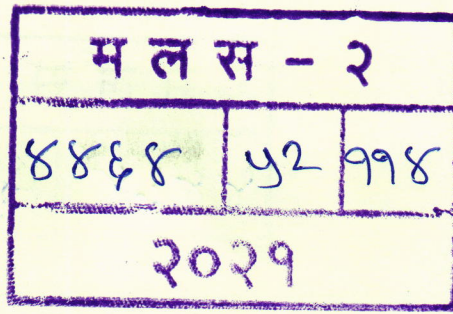
#### 17. Mortgage:



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During the Sub Lease Term or any extension/ renewal thereof, in the event the Sub Lessor is desirous of creating any Encumbrance, charge, mortgage, lien etc. in favor of any proposed mortgagee in respect of the Demised Premises (or any part thereof) and/or in respect of the Rent (receivable by the Sub Lessee), then the Sub Lessor shall be entitled to do the same (without any prior approval of the Sub Lessee, but after prior written intimation to the Sub Lessee) provided such proposed mortgagee is not in the operations, management, business and/or control of any school/ education institution. All such Encumbrance, charge, mortgage, lien etc. created by the Sub Lessor shall be subject to the rights of the Sub Lessee under this Agreement and the Deed of Sub Lease (to be executed). The Sub Lessor shall be solely and exclusively liable/ responsible to repay the loan amounts/ financial assistance etc. and no document/s executed by the Sub Lessor shall compromise/ dilute/ prejudice the rights of the Sub Lessee under this Agreement and/or the Deed of Sub Lease (to be executed), for any reason whatsoever. Further, pursuant to the aforesaid mortgage, if the Sub Lessor is required to deposit the original of this Agreement and/or the Deed of Sub Lease (to be executed), then such deposit of documents shall be subject to the understanding set out in clause 27.9 hereinbelow, and accordingly, such understanding shall be recorded/ incorporated in the such mortgage documents.

17.1 The Sub Lessee shall not have the right to create any mortgage/ charge/ lien in respect of its rights in the Demised Premises or any part thereof.

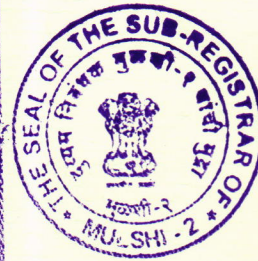
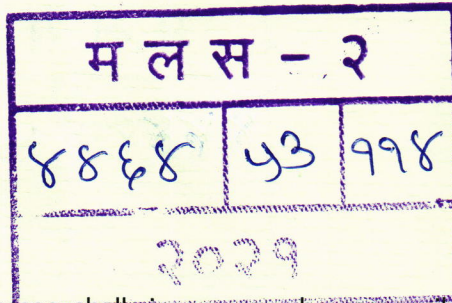
#### 18. Insurance:

18.1 The Sub Lessor shall be responsible for all liabilities in respect of the workers employed/ engaged in the construction/ development of the Project (including the Demised Premises) at site by the Sub Lessor or the Sub Lessor's contractor/s from the date of the Sub Lessor commencing the Project until expiry of the Project, and the Sub Lessor shall pay the wages, remuneration and salary of such labour, workmen, contractors, professionals and personnel and shall comply with all applicable laws in that behalf including taking of and maintaining the requisite insurance policies(to the satisfaction of the Sub Lessee)including workmen compensation policy, third party insurance including accident, contractor's all risk policy, insurance against fire and earthquake and such other insurance cover, in accordance with the Applicable Laws, and accordingly the Sub Lessor indemnifies and shall keep forever safe, protected, defended and indemnified the Sub Lessee from and against all claims in connection with the Project work carried out and done by the Sub Lessor (or Sub Lessor's contractors, professionals, representatives etc.) or falling under the scope of the Sub Lessor under this

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Agreement. The Sub Lessee shall, in no way, be responsible for any lapse in insurance.

18.2 The Sub Lessor shall, during the Sub Lease Term, sufficiently (and for appropriate value) insure all structures comprising in the Demised Premises with a reputed insurance company for any act or event of Force Majeure, for an amount no less than the cost of construction of the Demised Premises and other such refundable amounts deposited (or to be deposited) by the Sub Lessee with the Sub Lessor hereunder. The premiums and all costs of the said insurance shall be borne and paid solely by the Sub Lessor. The Sub Lessee shall at its own cost insure all his belongings, furniture, fixtures, fittings and other movables.

18.3 The Sub Lessee shall, during the Sub Lease Term, insure all Sub Lessee's Improvements and Sub Lessee's equipment/ belongings etc. within the Demised Premises and bear and pay the premiums and all costs of the said insurance (such insurance also covering acts of burglary and fire).

#### 19. Fire and Safety Arrangements:

The Sub Lessor shall obtain Provisional Fire NOC from the CFO, PMRDA and based on this NOC, the Sub Lessor shall, at its cost, create all required infrastructure for fire-fighting that will broadly include courtyard, hydrants, fire pumps, wet riser, overhead tank, underground water tank, booster pumps, horse reels, fire staircase and doors and all other equipment as per CFO NOC. Those equipment and installation shall be handed over to the Sub Lessee and the same shall be maintained by the Sub Lessee at the Sub Lessee's cost. The Sub Lessor shall also obtain final fire NOC from CFO, PMRDA, stating that all work and installation is completed in accordance with the Provisional NOC. Thereafter, the Sub Lessee shall ensure that the mandatory "Form B" compliance (as required by the Chief Fire Officer) is done and the system is maintained up to the mark. Any further replacement of pumps, pipes fire extinguisher shell, horse reels etc. shall be done at the cost of Sub Lessee. The Sub Lessee hereby indemnify and keep indemnified all times to the Sub Lessor from any damages, claims towards any accident causes due to fire.

#### 20. Signage and Naming Rights of the School Building:

20.1 The entire Project (including the Demised Premises) shall be named and branded by the Sub Lessee at the sole and exclusive discretion of the Sub Lessee and accordingly the Sub Lessee shall have the sole and exclusive right and authority (at the cost of the Sub Lessee) to put up/ set up/ install signage and display its



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brand all over the Project (including but not limited to on the Façade, the Roof Top, all entries and exit gates, approaching road and at various places within the Project etc.). In case the Sub Lessee desires to install any 'sky signs' on the Project, the Sub Lessee may do so at its own costs and consequences. All statutory permissions, compliances and payment of fines, deposits, sky sign taxes etc., payable in respect of such sky signs and all any other signage shall be borne and paid by the Sub Lessee to the concerned Authority/ies. Considering that the Sub Lessee shall be the sole and exclusive occupant of the Project and further considering that the Sub Lessee shall be in sole and exclusive possession of the Project, the Sub Lessee shall have the sole and exclusive right to decide on the location (within and on the Project) for the aforesaid signage, sky signs, branding etc.

20.2 The Sub Lessee shall, as of now, undertake its school business under the brand of 'Ryan International Academy' or 'Ryan International School'. The Sub Lessee shall have the right to change/ alter its brand and/or to add new brands at the sole and exclusive discretion of the Sub Lessee, however, the same shall be intimated in writing to the Sub Lessor.

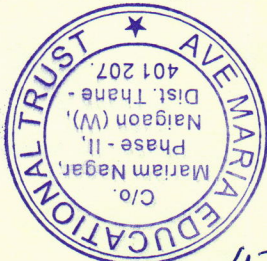
## 21. Termination and Consequences of Termination:

21.1 Upon expiry of the Sub Lease Term, the Deed of Sub Lease shall stand automatically terminated unless otherwise extended/ renewed by the Sub Lessee in accordance with the terms of this Agreement and the Deed of Sub Lease.

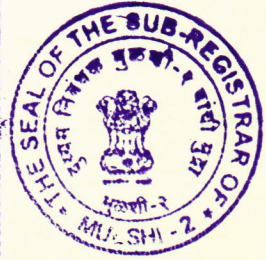
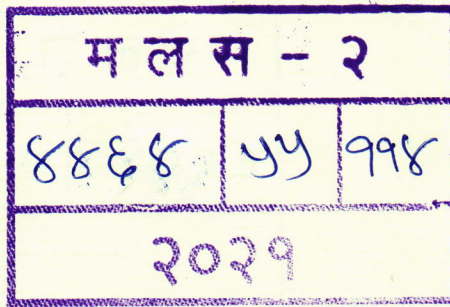
21.2 After expiry of the Sub Lessee's Lock-in Period, the Sub Lessee shall have the right to terminate this Deed of Sub Lease by giving an advance written notice to the Sub Lessor without giving any reasons for such termination, and such termination notice shall specify the exit date on which the Sub Lessee shall vacate the Demised Premises. However, in the event the Sub Lessee doesn't intend to use the Demised Premises for the entire Academic Year in which such termination notice is served plus 2 (two) subsequent/ succeeding Academic Years(as set out in Clause 21.8 below) then the termination notice to be provided by the Sub Lessee shall be at-least for a period of 6 (six) months.

21.3 During the Sub Lessor's Lock-in Period and the Sub Lessee's Lock-in Period, if either Party is found to be in material breach/ default of their respective representations, covenants, assurances, obligations and responsibilities under this Agreement (or the Deed of Sub Lease), then such Party in breach/ default shall be given 30 (thirty) Business Days' prior written notice to rectify/ remedy such breach/ default, failing which the other Party may, at its sole and exclusive

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discretion, have the right to terminate this Agreement/ Deed of Sub Lease by giving an advance written notice to such Party in breach/ default. Such termination shall be without prejudice to any other right/ remedy/ option available to such terminating Party against the Party in breach/ default under Applicable Laws and/or under this Agreement/ Deed of Sub Lease.

21.4 The Sub Lessor shall be entitled to terminate this Agreement/ the Deed of Sub Lease on concurrence of the following events:

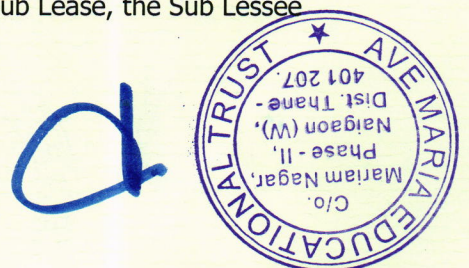
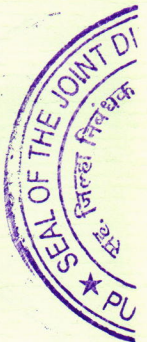
- (a) In the event the Sub Lessee fails/ defaults in paying the Rent for 3 (three) consecutive months, then the Sub Lessor shall have the right to terminate the Deed of Sub Lease by giving an advance written notice to the Sub Lessee, and the Sub Lessee shall continue to be liable to pay the outstanding Rent (along with applicable interests) until such date the entire outstanding Rent is paid to the Sub Lessor; or
- (b) The Sub Lessee initiates voluntary winding-up proceedings or if any insolvency order is passed against the Sub Lessee under the Insolvency & Bankruptcy Code (as amended from time to time)(save and except in case of merger, amalgamation, demerger, restructuring etc.).

21.5 The Sub Lessee shall be entitled to terminate this Agreement/ the Deed of Sub Lease on concurrence of any of the following events:

- (a) Any of the representations, warranties, covenants, assurances etc. of the Sub Lessor under this Agreement and/or the Deed of Sub Lease (and/or any other Definitive Documents) are false/ untrue; or
- (b) The Sub Lessor initiates voluntary winding-up proceedings or if any insolvency order is passed against the Sub Lessor under the Insolvency & Bankruptcy Code (as amended from time to time) (save and except in case of merger, amalgamation, demerger, restructuring etc.).

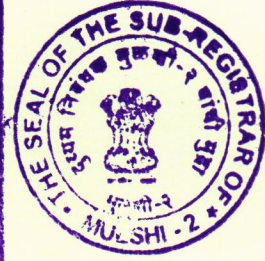
21.6 Upon such termination by either Party, the Party in breach/ default/ delay shall ensure that it shall, forthwith and without any further delay, rectify/ remedy/ make good such delay/ default/ breach keeping in mind that the Sub Lessee shall continue to use, occupy and possess the Demised Premises in accordance with Clause 21.8 below.

21.7 Save as otherwise provided without prejudice to any other right/ remedy/ option available either Party, upon termination of the Deed of Sub Lease, the Sub Lessee





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shall vacate the Demised Premises and remove all its belongings there from and shall handover the vacant, quiet and peaceful possession thereof to the Sub Lessor as of the date of such termination simultaneously against refund of the entire Security Deposit by the Sub Lessor to the Sub Lessee (subject to applicable deductions, if any, in the manner set out in this Agreement). The Sub Lessee shall have the right to take away all such equipment, units, appliances, Sub Lessee's Improvements etc. that may have been installed by the Sub Lessee in the Demised Premises. For the sake of clarity, the Parties provide that the Sub Lessee shall not be obliged to rectify normal wear & tear of the Demised Premises

- 21.8 For the purposes of this clause, the Parties agree and understand that any cancellation/ termination of this Agreement, the Definitive Documents (including the Deed of Sub Lease) and/or any other deeds, agreements, contracts etc. in respect of all present and future transactions contemplated herein shall cause serious inconvenience to all students studying from/ within the School Building, and accordingly, with the spirit, essence and the larger interest of protecting the interest of school children and for ensuring that the school's functioning and/or facilities are not suddenly interrupted/ affected due to any dispute/ misunderstanding between the Parties hereto and further considering that it will be unfeasible and impossible for the Sub Lessee to find an alternate property for starting its school business in the vicinity and for accommodating all students of the school, the Parties have agreed that in the event of termination by either Party for any reason whatsoever, the Sub Lessee shall, at the Sub Lessee's sole and exclusive discretion have the right to continue to use and occupy and be in possession of the Project (without any compromise to any of the terms and conditions herein) by timely paying the Rent, for the entire Academic Year in which such termination notice is served plus 2 (two) subsequent/ succeeding Academic Years (or any part thereof as deemed fit by the Sub Lessee at the Sub Lessee's sole and exclusive discretion. During this period the Security Deposit shall remain with Sub lessor and will be refunded after the Demised Premises is fully vacated.

## 22. Indemnity:

- 22.1 The Sub Lessor hereby indemnifies the Sub Lessee and keeps the Sub Lessee forever indemnified, safe, protected, defended and harmless against all costs, charges, claims, demand, dispute, litigation, loss, damages, inconvenience etc. arising out of or being caused due to any of the following and accordingly the Sub Lessor shall be bound and liable to make good and reimburse the Sub Lessee all such losses, damages, penalties, legal costs, that the Sub Lessee may have to incur by reason thereof:

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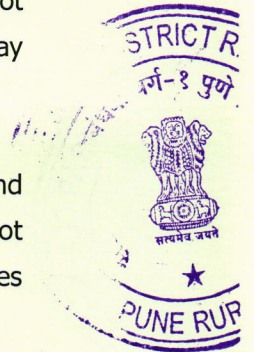




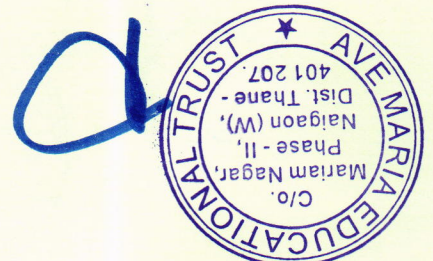
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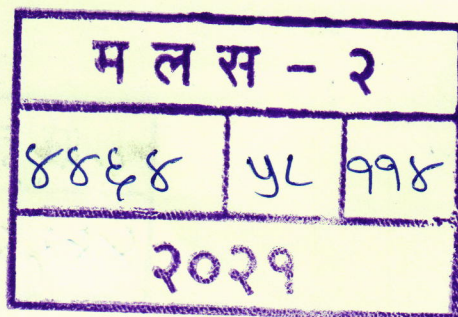
- (a) any claim/ demand/ dispute of any nature whatsoever that may arise between PMRDA and the Sub Lessor with respect to the sole, exclusive and absolute leasehold rights of the Sub Lessor in respect of the Plot;
- (b) any outstanding amounts, fee, charges and/or any other amounts of any nature whatsoever being due, outstanding and payable by the Sub Lessor to PMRDA and/or to any other Authorities and/or person whomsoever;
- (c) any issue/ concerns with regards appropriate approvals/ permissions of PMRDA not being obtained by the Sub Lessor prior to entering into and executing this Agreement;
- (d) as a result of and/or attributable to any misrepresentation, breach, default, delay etc. by the Sub Lessor;
- (e) any defect and/or compromise in title of the Sub Lessor to the Plot and/or the Project, whether such defect exists today and/or that may exist in future;
- (f) any delay by the Sub Lessor in complying with its obligations and responsibilities within the timelines set out herein (including but not limited to delay in completing construction of the Demised Premises and/or the Project);
- (g) any construction/ development and/or any facilities, amenities and Specifications not being timely delivered by the Sub Lessor in the manner set out herein and within the timelines set out herein; and
- (h) any act and/or omission and/or contravention of any Applicable Laws, guidelines, regulations, notifications, conditions etc. in respect of the construction/ development of the Project.



22.2 The Sub Lessee hereby indemnifies the Sub Lessor and keeps the Sub Lessor forever indemnified, safe, protected, defended and harmless against all costs, charges, claims, demand, dispute, litigation, loss, damages, inconvenience etc. arising out of being caused due to any of the following and accordingly the Sub Lessee shall be bound and liable to make good and reimburse the Sub Lessor all such losses, damages, penalties, legal costs, that the Sub Lessor may have to incur by reason thereof:







- (a) Any delay/ default in payment of the Rent and/or payment of amounts towards utilities in accordance with this Agreement which delay/ default is not rectified/ remedied in the manner set out in this Agreement;
- (b) Any illegal business and/or activity carried out by the Sub Lessee from the Demised Premises or any part thereof;
- (c) any delay by the Sub Lessee in complying with its obligations and responsibilities within the timelines set out herein;
- (d) Any claims, damages, cost, loss of life or property due to any accidents, fire, mishaps attributable to Sub Lessee during the entire Sub Lease Term; and
- (e) as a result of and/or attributable to any misrepresentation, breach, default, delay etc. by the Sub Lessee.

**23. Force Majeure:**

23.1 In the event any portion of the Demised Premises is damaged for reasons related to Force Majeure (defined above) due to which the students cannot be allowed to access the class rooms (considering the health and safety of the students), then the Parties shall mutually agree on the timeframe within which the Sub Lessor shall repair/ restore such damaged portion at the Sub Lessor's costs, charges and expense, failing which the Sub Lessee shall have the right to undertake and carry out such repairs/ restoration at the Sub Lessee's cost, and the cost so incurred by the Sub Lessee shall be deducted from the applicable Rent. If such event of Force majeure and/or the damage caused continues/ exists for a period of more than 30 (thirty) days, then considering the unforeseen inconvenience caused to the Sub Lessee and the students and further considering that the students will not be allowed to access the classrooms, the Sub Lessee shall not be required to pay the Rent until such event of Force Majeure and/or the damage caused subsists. It is however clarified that the above clause shall not be applicable for any damages caused to the Demised Premises or any part thereof by the Sub Lessee.

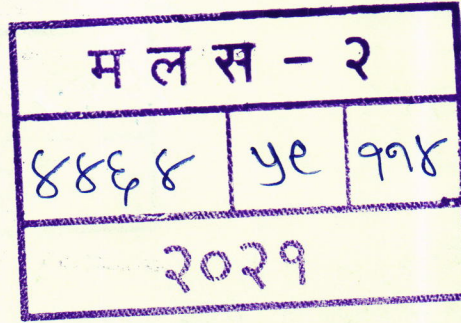
23.2 In the unfortunate event of a pandemic or a similar situation whereby the school is unable to collect fees from its students, then the Rent payment obligations of the Sub Lessee shall stand suspended for such period

**24. Exclusivity:**

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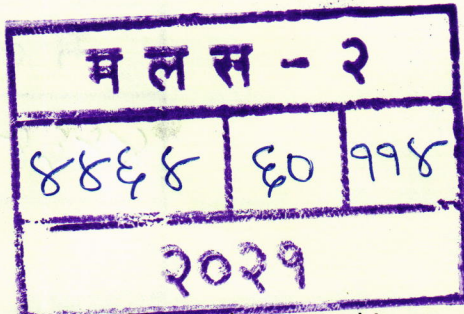
The Parties explicitly agree and understand that the Sub Lessee has agreed to enter into this Agreement and has agreed to acquire sub-leasehold rights in respect of the Project with the sole understanding that throughout the Sub Lease Term, the Sub Lessee shall be in sole, absolute and exclusive use, occupation and possession of the Project, and accordingly, the Sub Lessor hereby covenants and undertakes not to create any third party rights of any nature whatsoever in respect of the Project (or any part thereof) (save and except the mortgage as discussed above) whereby the sole, exclusive and absolute use, occupation and possession of the Sub Lessee in respect of the project is in any way affected, compromised and/or jeopardized.

**25. Dispute Resolution, Arbitration and Jurisdiction:**

- 25.1 In the case of any dispute, differences, controversy or claim arising out of or in connection with this Agreement and/or the Deed of Sub Lease, including any question regarding its existence, validity, interpretation, breach or termination, between any of the Parties ("**Dispute**"), such Dispute shall be attempted to be resolved by the Parties in good faith within a period of 30 (thirty) days from the occurrence of Dispute, failing which such Dispute shall be finally settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996, as in force on the date hereof or any subsequent amendment thereof. The Parties shall appoint 1 (one) arbitrator each. The 2 (two) arbitrators so appointed by the Parties shall appoint the 3<sup>rd</sup> (third) arbitrator, who shall act as chairman of the arbitral tribunal. Any decision of the arbitral tribunal shall be final and binding on the Parties.
- 25.2 The seat and venue of arbitration shall be at Pune and the language of the arbitration proceedings shall be English.
- 25.3 Each disputing Party shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced under this Agreement.
- 25.4 The Parties shall be responsible to bear their respective costs and expenses in relation to any such arbitration proceeding and any cost with respect to setting up of such arbitral tribunal. However, once the arbitral tribunal passes an award, the Party against whom such award has been passed shall be liable to compensate/ reimburse all amounts (including expenses for arbitrator, attorneys, counsel, legal fee etc.) to the other Party.







25.5 This Agreement shall be governed by, and construed in accordance with, laws of Maharashtra, India.

**26. Adjudication, Stamp Duty and Registration:**

26.1 All costs, charges and expense in respect of adjudication, stamp duty and registration in respect of this Agreement, the Definitive Documents (defined above) and such other documents as may be required by the Sub Lessee for efficiently and conclusively granting and demising the sub lease rights in respect of the Demised Premises in favor of the Sub Lessee in the manner set out herein, shall be borne and paid by the Sub Lessee only. The Sub Lessee shall be solely responsible towards payment of any deficit stamp duty in respect of this Agreement and subsequent documents.

26.2 For the purposes of Section 4 of the Maharashtra Stamp Act, 1958 and for the Demised Premises, this Agreement shall be construed as the principle document and the applicable stamp duty (for the entire Demised Premises) has been paid by the Sub Lessee on this Agreement. Accordingly, all subsequent documents comprising in the Definitive Documents (including the Deed of Sub Lease) shall be stamped for INR 100/- (Indian Rupees One Hundred only).

26.3 For the purposes of stamp duty on this Agreement, the Sub Lessee has relied upon the representations, covenants, warranties and undertakings of the Sub Lessor (including that the Sub Lessor shall complete construction of the Demised Premises in the manner set out in this Agreement and will hand over the same to the Sub Lessee on or before the Phase-1 Handover Date and the Phase-2 Handover Date, as applicable). In the unfortunate event of failure by the Sub Lessor in complying with its responsibilities, obligations, covenants etc. and/or in the event this Agreement is terminated for breach of any terms of this Agreement or in that event the Parties cannot execute and register the Definitive Documents, the Sub Lessor hereby unconditionally and irrevocably covenants, undertakes and guarantees to refund the entire amounts spent/ paid by the Sub Lessee towards Security Deposit, Adjudication, Stamp Duty and Registration within 7 (seven) Business Days from the date of such written demand made by the Sub Lessee, and until such date the Sub Lessee is in receipt of full refund of the aforesaid amounts, the Sub Lessee shall have an undisputed charge in respect of the Plot and all constructions (present and future) thereon. In the event the Sub Lessor fails to refund the aforesaid amounts (towards adjudication, stamp duty and registration) within the aforesaid 7 (seven) Business Days, then, without prejudice to any other right/ remedy that the Sub Lessee may have against the Sub Lessor under applicable laws and/or this Agreement, the Sub Lessor shall also be liable to





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refund the same along with interest calculated at the rate of 18% (eighteen) per annum from the due date of refund until such date it is refunded in full (along with applicable interests). It is explicitly clarified that such termination of this Agreement shall also cause the Sub Lessor to refund to the Sub Lessee all other amounts received by the Sub Lessor from the Sub Lessee under this Agreement (including but not limited to the Security Deposit).

26.4 Immediately upon receipt of the aforesaid refund (towards Adjudication, Stamp Duty, Registration and Security Deposit), the Parties shall execute and register a Deed of Cancellation (at their joint cost) and thereafter, the Sub Lessor shall have the sole and exclusive right and authority to make requisite applications to the concerned government authority/ department for claiming refund of the stamp duty, and such refund shall be received by the Sub Lessor from the concerned government authority/ department in the Sub Lessor's bank account, and thereafter the Sub Lessor shall appropriate such amounts in the manner deemed fit by the Sub Lessor.

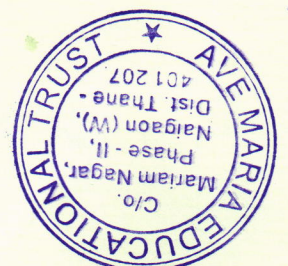
## 27. Miscellaneous:

- 27.1 All events, consequences, liabilities, compensation, damages, indemnities etc. put/ casted on the Sub Lessor and the Sub Lessee are without prejudice to and in addition to all/ any other rights and/or remedies available to the Sub Lessor and Sub Lessee under contract and/or under all applicable laws.
- 27.2 Each Party shall co-operate with the other and execute and deliver to the other the Definitive Documents and such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, give effect to and confirm the rights of the Sub Lessee under this Agreement.
- 27.3 No additions, alterations or amendments to any of the terms, conditions and provisions mentioned herein shall be valid, operative, effective, binding upon or enforceable against any of the Parties unless the same are recorded in writing and signed by both Parties.
- 27.4 Any letters, notices, intimation to be given by either Party to the other shall be deemed to be sufficiently served upon, if handed over in person or sent by Registered Post (with requisite and proper postal stamps thereon) by the sender Party to the recipient Party or delivered to the recipient Party at the address mentioned herein below:

**To Sub Lessor at :** Kind Attention : Mr. Aditya Javdekar



*(Handwritten signature)*





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Address २०२९ : 306, Siddharth Towers		



Sangam Press Road, Kothrud  
Pune 411038

Email : aditya.javdekar@javdekars.com

**To Sub Lessee at** : Kind Attention : Mr. Mahesh Devadiga  
Address : 1102, LodhaSupremus,  
Dr. E. Moses Road, Worli,  
Mumbai 400018  
Email : m.devadiga@foundationholdings.com

- 27.5 No forbearance, indulgence or relaxation shown by either Party at any time in enforcing of or to require performance of any terms and/or provisions of this Agreement/ Deed of Sub Lease or giving of time by either Party to other Party shall in any way affect, diminish or prejudice the rights of either Party to require enforcement or performance of that term and/or provision and any waiver by any Party and any breach of any provisions of this Agreement/ the Deed of Sub Lease shall not be construed as a waiver of any continuing or succeeding breach of such provision or waiver or amendment of the provision/s itself or a waiver of any right under or arising out of this Agreement/ Deed of Sub Lease.
- 27.6 In the event of any part of this Agreement being read down by any court and/or being rendered as not enforceable in law, then in that event such part of this Agreement shall be treated as if not forming part of this Agreement while remaining Agreement shall continue to be in force.
- 27.7 It is agreed and recorded by and between the Parties that this Agreement shall not be construed as partnership and/or joint venture by and between the Parties, but the relations between the Parties is purely on as Sub Lessor and Sub Lessee in the terms of the Transfer of Property Act, 1882.
- 27.8 All indemnities from any Party ("**Indemnifying Party**") under this Agreement and/or the Definitive Documents and/or any other documents to be executed by the Parties hereto, shall extend to the other/ indemnified Party ("**Indemnified Party**") and the Indemnified Party's employees, staff, representatives, officers, directors, retainers, professional advisors etc.
- 27.9 The original of this registered Agreement and the Deed of Sub Lease shall be kept in the Sub Lessor's custody/ possession, and the Sub Lessee shall be provided notarised copy of the same. The Sub Lessor covenants and undertakes that in the event the Sub Lessee is required to furnish/ present the original of this Agreement

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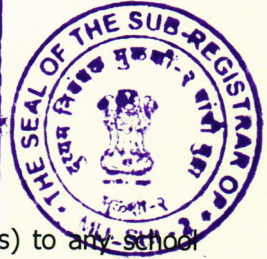
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and/or the Deed of Sub Lease (and/or other original documents) to any school related government authority/ board/ department and/or to any other person whomsoever, then the Sub Lessor shall, within 7 (seven) days from the date of receipt of a written request from the Sub Lessee, handover to the Sub Lessee the originals of such document/s for not more than 21 (twenty-one) working/ business days provided the Sub Lessee signs/ executes an 'Accountable Receipt' for the same in favor of the Sub Lessor.

**THE FIRST SCHEDULE REFERRED TO HEREINABOVE**  
(Description of the Plot)

All that piece and parcel of non-agricultural land admeasuring 7,822.64 square metres, bearing Survey No. 286/4/1/B-Amenity Space situated at Village Mann, Taluka and Sub Registration District Mulshi, District Pune, being within the limits of the Gram Panchayat Mann and Zilla Parishad Pune, Maharashtra, and the aforesaid Plot being bounded by its boundaries as follows:

On or towards the North by	:	Survey No. 286 (Part), Village Mann;
On or towards the West by	:	Survey No.286 (Part), Village Mann and Road;
On or towards the South by	:	Road and Yashwin Hinjawadi Project upon Survey No. 286 (Part), Village Mann; and
On or towards the East by	:	Yashwin Hinjawadi Project upon Survey No. 286 (Part), Village Mann.



**THE SECOND SCHEDULE REFERRED TO HEREINABOVE**  
(Description of the Demised Premises)

All that piece and parcel of the Plot (more particularly described in the **First Schedule** hereinabove) along with a total of constructed area of 71,935 square feet equivalent to 6682.90 square metres in Phase-1 (and more particularly described in **Annexure "8"** hereto) and a total of constructed area of 53,086 square feet equivalent to 4931.85 square metres in Phase-2 (and more particularly described in **Annexure "9"** hereto) be constructed/ developed on the Plot.



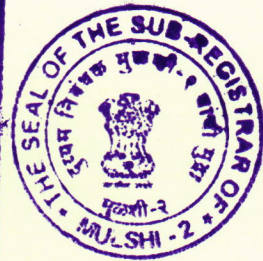
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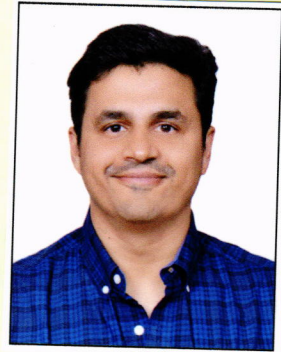


IN WITNESS WHEREOF, the Parties hereto have put their respective hands, seal and signatures hereto on the day and date first hereinabove mentioned:

SIGNED, SEALED and DELIVERED by ]  
VILAS JAVDEKAR ECO SHELTERS ]  
PRIVATE LIMITED, being the SUB ]  
LESSOR herein, represented by its ]  
Director Mr. Aditya Vilas Javdekar duly ]  
authorized vide Board Resolution dated ]  
August 24s, 2020, in the presence of: ]



*[Handwritten signature]*



**Witness:**

Sign- *[Signature]*  
Name- *Satish Wane*  
Address- *A-402, Kothari Nagar, Kothrud, Pune-38*

SIGNED, SEALED and DELIVERED by ]  
AVE MARIA EDUCATIONAL TRUST, ]  
being the SUB LESSEE herein, ]  
represented by its Authorized signatory ]  
Mr. Vincent Elias Albuquerque ]  
in the presence of:



*[Handwritten signature]*



**Witness:**

Sign- *[Signature]*  
Name- *Mobin Sayyed*  
Address- *C-503, Only Park Society, Kothrud, Pune*





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RECEIPT

Received with thanks from **AVE MARIA EDUCATIONAL TRUST** (the Sub Lessee herein) a total sum of INR Rs. 5,50,00,000/- vide cheque dated —, bearing No. —, drawn on — Bank, — branch (subject to realisation) by way of interest free refundable security deposit which shall be refunded by us i.e. **VILAS JAVDEKAR ECO SHELTERS PRIVATE LIMITED** (being the Sub Lessor herein) to the Sub Lessee in the manner set out in this Agreement or the Deed of Sub Lease (as and when executed).

For **VILAS JAVDEKAR ECO SHELTERS PRIVATE LIMITED**

**ADITYA VILAS JAVDEKAR**

Director



Date: MARCH 10, 2021  
August 31, 2020

Place: Pune

Rs. 5,50,00,000/- (Rs. Five Crore Fifty laes ~~Four Crore only~~) in following manner;

- i] Rs. 2,50,00,000/- On dated 01.09.2020
- ii] Rs. 1,50,00,000/- On dated 02.12.2020
- iii] Rs. 1,50,00,000/- On dated 02.03.2021

Total Rs. 5,50,00,000/-

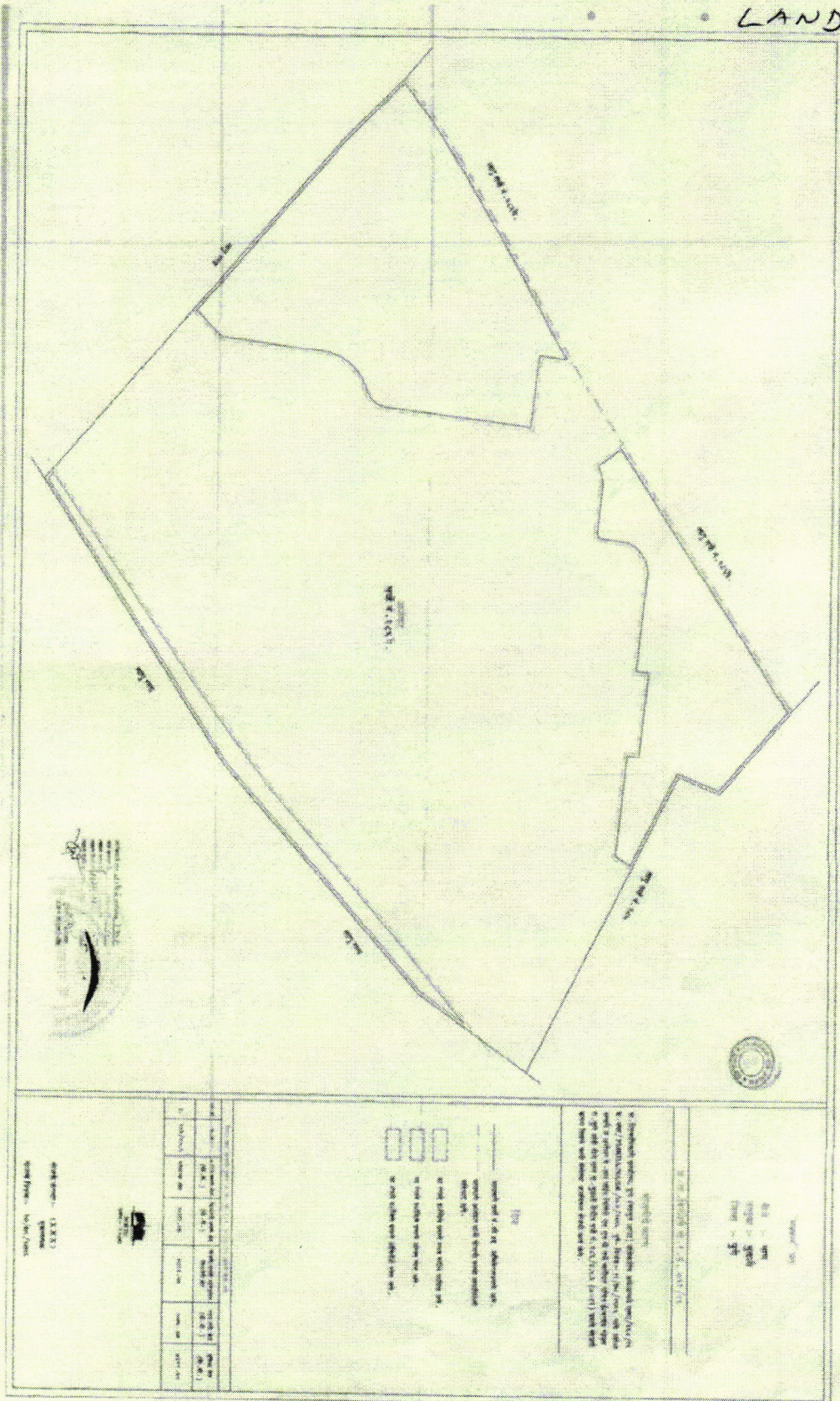
(Rs. Five Crore Fifty laes only)



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Annexure "1" २०२१		



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Annexure "2"



 महाराष्ट्र शासन गाव नमुना सात अधिकार अभिलेख पत्रक [ महाराष्ट्र जमीन महसुल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम ३,५,६ आणि ७ ] गाव :- माण तालुका :- मुळशी जिल्हा :- पुणे					
भूमापन क्रमांक व उपविभाग 288/4/1/बाजमिनी स्थल		भूधारणा पद्धती भोगवटदार वर्ग -1			
शेताचे स्थानीक नाव	भोगवटदाराचे नाव	क्षेत्र	आकार	पौ.ख. फेरफार क्र.	खते क्रमांक
क्षेत्र एकक आर.चौ.मी	पुणे महानगर प्रदेश क्षेत्र विकास प्राधिकरण पुणे	78.22.64		( 7841 )	11089
बिन क्षेत्र	सुविधा क्षेत्र				कुळचे नाव
बिन क्षेत्र आकारणी					इतर अधिकार
जिरायत					
बागायत					
तरी					
करकस					
इतर					
एकुण क्षेत्र					
फोटो-खराब (लागवडीस अयोग्य)					
वर्ग (अ)					
वर्ग (ब)					
एकुण पं.ख		0.00.00			
आकारणी		0.00			
जुळी किंवा विशेष आकारणी					
जुने फेरफार क्र		(6503),(7373),(7461),(7838),(7841)			सीमा आणि भूमापन चिन्हे

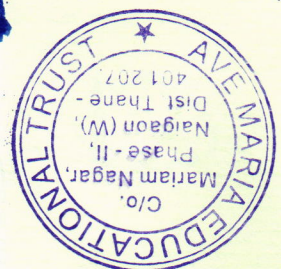


ह ७/१२ अभिलेख (दि.19/06/2019 04:12:16 PM रोजी) डिजिटल स्वाक्षरीत केला असल्यामुळे त्यावर कोणत्याही सही-लिहण्याची आवश्यकता नाही.

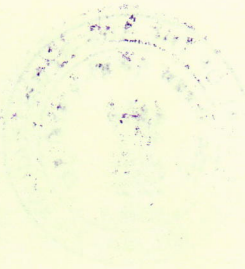
मुद्रणा : सटर ७/१२ डिजिटल स्वाक्षरीत प्रत्यक्षनंतर गा.नं. १२ मध्ये शिक्क्याची शहरी भूदखलत झाली असल्याने सदस्थितीत <https://bhulekh.mahabhumi.gov.in> या संकेत स्थळावर पहावे.

७/१२ डाउनलोड व वेब दि. : 07/01/2020 : 15:43:02 PM. वेबपत्र पडतळणीसाठी <https://aapleabhilekh.mahabhumi.gov.in/dslr/> या संकेत स्थळावर जाऊन 2506100001028325 हा क्रमांक खपराव.

पृष्ठ क्र. 1 / 2







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Annexure "३" २०२१		



Pre-Registration summary (नोंदणी पूर्व गांधवारा)



15/10/2019

सूची क्र.२

दुय्यम निबंधक : सह दु.नि. मुळशी-२

दस्त क्रमांक : 19668/2019

नोंदणी :

Regn:63m

गावाचे नाव : माण	
(1) विलेखाचा प्रकार	भाडेपट्टा
(2) मोबदला	81453426
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	80753112
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: पुणे इतर वर्णन : इतर माहिती: मौजे माण तालुका मुळशी जिल्हा पुणे येथील बिगरशेती मिळकत यासी सर्व्हे क्रमांक 286/4/1/ब एमनिटी स्पेस यासी एकूण क्षेत्र 7822.64 चौ मी ही मिळकत या लिज डिड चा विषय असे. मुदत- 80 वर्षे (कलम 88 खाली लिहून घेणार पीएमआरडीए असल्याने कबुलीजबाबासाठी सुट ) ( ( Survey Number : 286/4/1/B ; ) )
(5) क्षेत्रफळ	1) 7822.64 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- विलास जावडेकर इको शेल्स प्रा ली तर्फे संचालक आदित्य विलास जावडेकर तर्फे नोंदणी करिता कु मु धनराज कचरू तावरे - वय:-30; पत्ता:- प्लॉट नं: - , माळा नं: - , इमारतीचे नाव:- , ब्लॉक नं: - , रोड नं: 306 सिद्धार्थ टॉवर कोथरुड पुणे , महाराष्ट्र, पुणे. पिन कोड:-411002 पॅन नं:-AAECV3556D
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- पुणे मेट्रोपॉलिटन रिजन डेव्हलपमेंट ऑथोरिटी, पुणे (पुणे महानगर प्रदेश विकास प्राधिकरण पुणे ) तर्फे श्रीमती शिल्पा करमरकर उपजिल्हाधिकारी तथा उपमुख्य कार्यकारी अधिकारी, जमीन व मालमता विभाग, पुणे महानगर प्रदेश विकास प्रा. वय:-42; पत्ता:- प्लॉट नं: - , माळा नं: - , इमारतीचे नाव:- , ब्लॉक नं: - , रोड नं: पिंपरी चिंचवड नवीन टाउनशिप डेव्हलपमेंट ऑथोरिटी नवीन प्रशासकीय इमारत आकुर्डी रेल्वे स्टेशन शेजारी आकुर्डी पुणे , महाराष्ट्र, पुणे. पिन कोड:-411002 पॅन नं:-BUNPK8480L
(9) दस्तऐवज करून दिल्याचा दिनांक	14/10/2019
(10) दस्त नोंदणी केल्याचा दिनांक	15/10/2019
(11) अनुक्रमांक, खंड व पृष्ठ	19668/2019
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	4072700
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेष	

सह दुय्यम निबंधक  
श्रेणी - १, मुळशी - २

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारानुसार आवश्यक नाही

(ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.





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Annexure "4"  
२०२१



ताबा पावती

ताबा देणार :- पुणे महानगर प्रदेश विकास प्राधिकरण, पुणे तर्फे प्राधिकृत अधिकारी म्हणून श्रीमती शिल्पा करमरकर उपजिल्हाधिकारी तथा उपमुख्य कार्यकारी अधिकारी जमीन व मालमत्ता विभाग, पुणे, पुणे.

ताबा घेणार :- विलास जावडेकर इको शेल्टर्स प्रा. लि., पुणे तर्फे संचालक श्री. आदित्य विलास जावडेकर

- संदर्भ :- १) ई-लिलाव प्रक्रिया (Live) दि.०४/१२/२०१८.  
२) मा.आयुक्तसो यांनी भाडेकार करणेकामी दि.१७/०१/२०१९ रोजी दिलेली मान्यता.  
३) हस्तांतरण दस्त क्र. १९६६८/२०१९ दि. १५/१०/२०१९.  
४) मा.आयुक्तसो यांनी ताबा देणेकामी दि.१३/११/२०१९ रोजी दिलेली मान्यता.  
५) मा. अतिरीक्त आयुक्त यांचे ताबा देण्यासाठी प्राधिकृत केलेबाबत दि. ११/१२/२०१९ रोजीचे आदेश.

उपरोक्त विषयास अनुसरून पुणे महानगर प्रदेश विकास प्राधिकरणामार्फत संदर्भ क्र. १ अन्वये ई-लिलाव प्रक्रिया राबविण्यात आली. सदर प्रक्रियेत सहभागी होवून मौजे- माण, ता.मुळशी, स.नं. २८६/४/१/ब मधील सुविधा भूखंड ७८२२.६४ चौ. मी. या भूखंडासाठी विलास जावडेकर इको शेल्टर्स प्रा. लि., पुणे या संस्थेने नोंदविलेली सर्वोच्च बोली नोंदविलेली त्यानंतर संदर्भ क्र. २ अन्वये हस्तांतरण दस्त करणेकामी मिळालेल्या मान्यतेनुसार संदर्भ क्र. ३ अन्वये भाडेपट्टा करारनामा नोंदणीकृत करण्यात आला.

त्यानुसार संदर्भ क्र. ४ अन्वये ताबा देण्यासाठी प्राधिकृत अधिकारी म्हणून मिळालेल्या मान्यतेनुसार संदर्भ क्र. ५ अन्वये मौजे- माण, ता.मुळशी, स.नं. २८६/४/१/ब मधील सुविधा भूखंड ७८२२.६४ चौ. मी. क्षेत्र हस्तांतरित करून ताबा देणेबाबत आदेश आहेत.

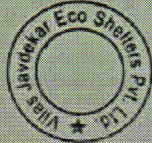
पीएमआरडीए च्या ताब्यातील सुविधा भूखंडांचे क्षेत्र चौ.मी.	सीमा			
मौजे- माण, ता.मुळशी, स.नं. २८६/४/१/ब मधील सुविधा भूखंड ७८२२.६४ चौ. मी.	उत्तर	दक्षिण	पूर्व	पश्चिम
	स.नं. २८६ पै	स.नं. २८६ पै प्रकल्पाची जागा व रस्ता	स.नं. २८६ पै प्रकल्पाची जागा	स.नं. २८६ पै व लागून रस्ता

सदर मिळकत पुणे महानगर प्रदेश विकास प्राधिकरण, पुणे यांच्या मालकीची असून ७/१२ वर प्राधिकरणाच्या नावाची नोंद आहे. उपरोक्त प्रकरणी पुणे महानगर प्रदेश विकास प्राधिकरण, पुणे व श्री. आदित्य विलास जावडेकर यांच्यात भाडेपट्टा करारनामा हस्तांतरण दस्त क्र. १९६६८/२०१९ दि.१५/१०/२०१९ अन्वये नोंदणी झाली आहे. सदर जागेवर पुणे महानगर प्रदेश विकास प्राधिकरणाचा मालकी हक्कासह आज दि. १६/१२/२०१९ रोजी जागेवर ताबा देत आहे. ही ताबा पावती लिहून दिली जावून पाहिली, ती बरोबर आहे.

ताबा देणार

*Karmarkar*  
16/12/19

पुणे महानगर प्रदेश विकास प्राधिकरण, पुणे  
तर्फे प्राधिकृत अधिकारी म्हणून  
श्रीमती शिल्पा करमरकर  
उपजिल्हाधिकारी  
तथा उपमुख्य कार्यकारी अधिकारी  
जमीन व मालमत्ता विभाग, पुणे, पुणे



ताबा घेणार

*Vias Jaydekar*  
विलास जावडेकर इको शेल्टर्स प्रा.  
तर्फे संचालक  
श्री. आदित्य विलास जावडेकर



साक्षीदार

१. *रोहिता विलास निक्स*  
२. \_\_\_\_\_





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८८६४ ६० ११४

Annexure "5"

२०२१



पुणे महानगर

पुणे महानगर प्रदेश विकास प्राधिकरण, पुणे  
Pune metropolitan Region Development Authority, Pune

स.नं. १५२ - १५३, महाराजा सयाजीराव गायकवाड उद्योग भवन, औंध, पुणे - ४११००७  
S.No. 152-153, Maharaja Sayajirao Gaikwad Udyog Bhawan, Aundh, Pune - 411 007  
Ph No. : 020- 259 33 344 / 356 / 333 / फोन. नं. ०२०- २५९ ३३ ३४४ / ३५६ / ३३३  
Email: hqpmrda@gmail.com

विकास परवानगी व प्रारंभ प्रमाणपत्र

( मंजूर विकास नियंत्रण व प्रोत्साहन नियमावलीतील नियम क्र.६.६.१ नुसार )

जा.क्र.: वीएमयु/मौ. माण/स.नं. २८६/४/१/ब /प्र.क्र. १३००/१९-२०/दि.१८/०३/२०२०

प्रति,

विलास जावडेकर इको शेल्टर्स प्रा.लि. तर्फे  
संचालक श्री. विलास यशवंत जावडेकर  
पत्ता :- ३०६, सिद्धार्थ टॉवर्स, संगम प्रेस रोड, कोथरूड, पुणे

मौजे- माण तालुका मुळशी, जिल्हा- पुणे येथील स.नं. २८६/४/१/ब क्षेत्र ७८२२.६४ चौ.मी.  
सुविधा क्षेत्रावरील शैक्षणिक इमारत बांधकाम प्रस्ताव मंजूरीस्तव प्राधिकरणाकडे प्राप्त झाला आहे. आपण  
प्रस्तावासोबत सादर केलेल्या कागदपत्रास अधिन राहून तसेच सोबतच्या परिशिष्ट ' अ ' मध्ये नमूद अटी व  
शर्तीस अधिन राहून उक्त प्रस्तावास विकास परवानगी व प्रारंभ प्रमाणपत्र देण्यात येत आहे.



मा. महानगर आयुक्त तथा मुख्य कार्यकारी अधिकारी यांचे माध्यमेने

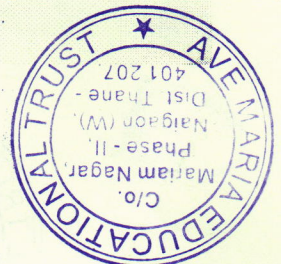
महानगर आयुक्त

तथा

मुख्य कार्यकारी अधिकारी,  
पुणे महानगर प्रदेश क्षेत्र विकास प्राधिकरण,  
पुणे यांचे करिता.



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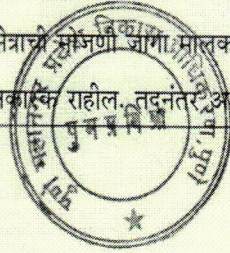
पुणे महानगर प्रदेश क्षेत्र विकास प्राधिकरण, पुणे यांचेकडील दि. १७/०४/२०२० रोजीचे पत्र क्र. ९३०० सोबतचे

९५-२०

**परिशिष्ट 'अ'**

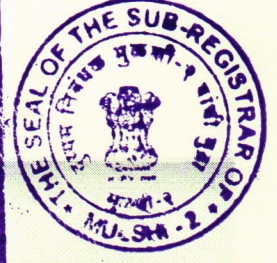
१. मंजूर नकाशाप्रमाणेच जागेचा विकास व बांधकाम करणे बंधनकारक राहील.
२. सदर विकास परवानगी व प्रारंभ प्रमाणपत्र हे एक वर्षाच्या कालावधीकरिता अंमलात राहील. तदनंतर त्यापुढे आवश्यकतेनुसार विहीत मुदतीमध्ये सदर परवानगी व प्रमाणपत्राचे नुतनीकरण करून घेतल्यास सदरचे परवानगी व प्रमाणपत्र संपुष्टात येईल.
३. प्रस्तावासोबत मोजणी दि. २०/९/२०१६, मो.र.नं. ७६१/१६ ने केलेल्या वहीवाटीचे मोजणी नकाशातील हद्दीचे तसेच जागेच्या मालकी / वहीवाटीबाबत अर्जदाराने / विकासकाने / जमीनमालकाने याबाबत सादर केलेल्या प्रतिज्ञापत्राचे अधिन राहून परवानगी देण्यात येत आहे. सदर जमिनीचे वहीवाटीचे / हद्दीचे अनुषंगाने अथवा इमारतीबाबत कोणतेही व्यक्तिगत वाद / न्यायालयीन वाद उद्भवलेस त्याची सर्वस्वी जबाबदारी अर्जदार / विकासक / जमीनमालक यांची राहील. ज्या जागेची मालकी / वहीवाट, अर्जदार / विकासक / जमीनमालक यांची नाही अशा कोणत्याही जमिनीवर सदर परवानगीद्वारे विकास अनुज्ञेय राहणार नाही.
४. प्रस्तुतच्या जमिनीवर आर्थिक संस्थांचा बोजा असल्यास त्यास अर्जदार / जमीनमालक / विकासक सर्वस्वी जबाबदार राहतील.
५. नागरी जमीन (कमाल धारणा व विनियमन) अधिनियम, १९७६ हा निरसित झाला असल्याने या अधिनियमांतर्गत बाबींकरिता प्रस्तावासोबत आपण रु.५००/- च्या स्टॅम्प पेपरवरील दिनांक १०/१/२०२० रोजी नोटरी टी.एम. पाटील यांचेसमोर केलेले विहीत नमुन्यातील शपथपत्र व बंधपत्र सादर केले आहे. सदर शपथपत्र व बंधपत्रास अधिन राहून सदर बांधकाम परवानगी देण्यात येत आहे. त्याबाबतची संपूर्ण जबाबदारी अर्जदार / जमीनमालक / विकासक यांची राहील सदर शपथपत्र व बंधपत्रातील माहिती चुकीची अथवा दिशाभूल करणारी आढळून आल्यास झालेले बांधकाम अनधिकृत समजून कारवाईस पात्र राहील.
६. विपर्याकित जमिनीवर कोणतेही विकास कार्य सुरु करण्यापूर्वी रेखांकन जागेवर सिमांकित करून भूमि अभिलेख खात्याकडून प्रमाणित करून घेणे बंधनकारक आहे. मंजूर रेखांकनानुसार जागेवरील सिमांकन झाल्यानंतर, भूखंडाचे क्षेत्रफळ, रस्त्यांची रुंदी, मंजूर रेखांकनात दर्शविल्यापेक्षा कमी भरता कामा नये. यामध्ये कोणताही बदल झाल्यास रेखांकन पुन्हा मंजूर करून घेणे बंधनकारक राहील. अशा प्रमाणित रेखांकनाची प्रत प्राधिकरणास सादर करून त्यास अंतिम मंजूरी घेतल्याशिवाय कोणताही विकास करता येणार नाही.

तसेच मंजूर रेखांकनानुसार अंतर्गत रस्ते, खेळाचे मैदानाचे क्षेत्र त्याचप्रमाणे मंजूर प्रादेशिक योजनेचे रस्ते /रस्ता रुंदीने बांधित क्षेत्र जागा मालकास/विकासकास वाढीव चटईक्षेत्राच्या बदलात संबंधित नियोजन प्राधिकरणाकडे हस्तांतरीत करावयाचे झाल्यास अशा अनुषंगिक क्षेत्राची मोजणी जागा मालकाने /विकासकाने संबंधित भूमी अभिलेख विभागाकडे रितसर अर्ज करून घेणे बंधनकारक राहील. तदनंतर अशा क्षेत्राखालील





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- जमिनीचे खरेदीखत संबंधित नियोजन प्राधिकरणाचे नावाने जागा मालकाने/विकासकाने स्वखर्चाने करून देऊन तसा ७/१२ उतारा व त्याप्रमाणे प्रत्यक्ष जागेचा ताबा दिल्यानंतरच अशा क्षेत्राचा वाढीव चटईक्षेत्र मिळणेबाबत आवश्यक त्या बांधकाम नकाशा व अनुषंगिक कागदपत्रासह अर्ज करण्यास अर्जदार पात्र राहतील.
७. मंजूर नकाशात दर्शविलेप्रमाणे नियोजित बांधकामापासून पुढील, मागील व बाजूची सामासिक अंतरे प्रत्यक्षात जागेवर कायम व खुली ठेवणे आवश्यक राहिल.
  ८. रेखांकनातील भूखंड व नियोजित इमारतीचा वापर फक्त शैक्षणिक याप्रमाणे अनुज्ञेय केलेल्या वापरासाठी करणे बंधनकारक राहिल.
  ९. इमारतीचे जोता तपासणीसाठी अर्ज करताना अकृषिक परवानगी आणि परवानाधारक, वास्तुविशारद/अभियंता/स्ट्रक्चरल अभियंता /सुपरवायझर यांचे प्रमाणपत्र सादर करणे बंधनकारक राहिल, त्याचप्रमाणे भोगवटा प्रमाणपत्रासाठी अर्ज करताना बांधकाम प्रस्तावांतर्गत जमिनीचे महसूल / भूमी अभिलेखात एकत्रिकरण/ उपविभागणी केलेला अद्यावत ७/१२ उतारा /प्रॉपर्टी कार्ड व मोजणी नकाशा सादर करणे बंधनकारक राहिल.
  १०. इमारतीचे मंजूर नकाशानुसार जोत्यापर्यंतचे बांधकाम पूर्ण झाल्यानंतर जोते तपासणी प्रमाणपत्र प्राप्त करून न घेता पुढील बांधकाम केल्यास सदरचे बांधकाम अनधिकृत समजण्यात येऊन असे बांधकाम दंडात्मक कार्यवाहीस पात्र राहिल.
  ११. अभिन्यासातील रस्ते, व खुली जागा यांची देखभाल व अभिन्यासामध्ये दर्शविलेले वर्गीकृत / प्रादेशिक योजना रस्ते/रस्ता रुंदीकरणातील क्षेत्र सर्व जनतेच्या वापरासाठी तसेच शेजारच्या जमीनमालकास वापरण्यास खुले ठेवणे बंधनकारक राहिल.
  १२. नियोजित बांधकामातील मजल्यांची संख्या व उंची, मंजूर रेखांकन/बांधकाम नकाशांवर दर्शविल्यापेक्षा जास्त असता कामा नये.
  १३. नियोजित बांधकामाचे क्षेत्र, भूखंडावर अन्य बांधकाम अस्तित्वात असल्यास त्यासह एकूण बांधकाम क्षेत्र, व प्रादेशिक योजना रस्ते / रस्तारुंदी क्षेत्र नकाशावर दर्शविलेनुसार प्रत्यक्ष जागेवर असणे आवश्यक आहे.
  १४. जागेतील / जागेलगतच्या नाल्याच्या/नदीच्या नैसर्गिक प्रवाहास अडथळा येईल, असे कोणतेही बांधकाम करता येणार नाही. त्याचप्रमाणे उक्त जमिनीवरील विकास करताना जागेवरील भूपृष्ठ रचनेमध्ये अनाधिकृत बदल करता येणार नाहीत. सदर अटीचा भंग करून विकास केल्याने दुर्घटना घडल्यास त्याची जबाबदारी अर्जदार / विकासक / जमिनमालक यांची राहिल.
  १५. स्टिल्ट भविष्यात बंदिस्त करण्यात येऊ नये. तसेच स्टिल्टचा वापर फक्त पार्किंगसाठीच करण्यात यावा.
  १६. स्ट्रक्चरल इंजिनियर/डिझायनर यांनी तयार केलेल्या Structural Design नुसार प्रत्यक्ष जागेवर विकास करणेची जबाबदारी विकासक व सुपरवायझर यांची संयुक्तिक राहिल.





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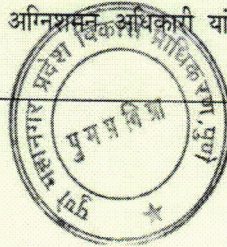
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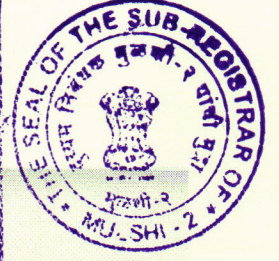


१७. अर्जदार / विकासक / जमिनमालक यांनी दि. १०/१/२०२० अन्वये दिलेल्या शपथपत्रास अधिन राहून ही परवानगी देण्यात येत असून प्रमाणित विकास नियंत्रण आणि प्रोत्साहन नियमावलीमधील सर्व नियम आणि भारतीय मानक ब्युरोने विहित केलेल्या सुरक्षा प्रमाणकांचे पालन करणे अर्जदार / विकासक / जमिनमालक यांचेवर बंधनकारक राहिल. (नियम क्र. ७.१)
१८. शासन नगर विकास विभागाकडील दि. १९/११/२००८ चे निदेश क्र. टिपीव्ही-४३०८/ ४१०२/ प्र.क्र.३५९/०८/नवि-११ नुसार अर्जदार / विकासक / जमिनमालक व वास्तुविशारद यांनी बांधकाम नकाशामध्ये एकूण चटईक्षेत्र (Carpet area) नमूद केलेले आहे. सदर नमूद चटई क्षेत्रा (Carpet area) बाबत आकडेमोड, गणितीय चुका इ. बाबत वास्तुविशारद व अर्जदार / विकासक / जमिनमालक संयुक्तिकरित्या जबाबदार राहतील.
१९. ओला व सुक्या कचऱ्याकरिता सदर जागेत स्वतंत्र कंटेनरची सोय करणे आवश्यक राहिल विघटन होणाऱ्या ओल्या कचऱ्यासाठी गांडूळखत प्रकल्प अर्जदार / विकासक / जमिनमालक यांनी स्वखर्चाने करावयाचा आहे.
२०. पुणे महानगर प्रदेश विकास प्राधिकरणासाठीच्या मंजूर विकास नियंत्रण व प्रोत्साहन नियमावलीतील नियम क्र. ३८.८ (iii) नुसार प्रती हेक्टरी ५०० झाडे लावून त्यांची जोपासना करणे अर्जदार / विकासक यांचेवर बंधनकारक राहिल.
२१. वेस्ट वॉटर ट्रीटमेंट प्लॅन्ट यंत्रणा उभारणे अर्जदार / विकासक / जमिनमालक यांचेवर बंधनकारक असून पाण्याचा फेरवापर बगीचा, झाडाची जोपासना यासाठी करणे आवश्यक आहे.
२२. प्रारंभ प्रमाणपत्र दिलेल्या कोणत्याही इमारतीचे बांधकाम पूर्ण झाल्यानंतर मंजूर विकास नियंत्रण व प्रोत्साहन नियमावलीतील नियम क्र. ७.५ नुसार पूर्णत्वाचे प्रमाणपत्र अर्जदार / विकासक / जमीनमालक यांनी सादर करून नियम क्र. ७.६ नुसार भोगवटा प्रमाणपत्र प्राप्त करून घेतल्याखेरीज कोणत्याही इमारतीचा भागशः / पूर्णतः वापर सुरु केल्यास अर्जदार / विकासक / जमीनमालक कारवाईस पात्र राहिल.
२३. प्रमाणित विकास नियंत्रण आणि प्रोत्साहन नियमावलीमधील तरतूदी नुसार विशेष इमारतीबाबत :-
- a) प्रमाणित विकास नियंत्रण आणि प्रोत्साहन नियमावलीमधील तरतूदी नुसार प्रस्तावित इमारती सभोवताली ६ मी. रुंदीचे पाथवे किमान ४५ टन वजनाचे फायर इंजिनचा भार पेलू शकेल याप्रमाणे डिझाईन करून विकसीत करणे अर्जदार / विकासक / जमिनमालक यांचेवर बंधनकारक आहे.
- b) अर्जदार / विकासक / जमिनमालक यांनी प्रस्ताविल्यानुसार सर्व उंच इमारती स्टिल्ट वर असणे आवश्यक राहिल त्याचबरोबर वाहनतळ सुविधा प्रमाणित विकास नियंत्रण आणि प्रोत्साहन नियमावलीमधील तरतूदी नुसार प्रस्तावित करणे आवश्यक राहिल.
- c) नगर विकास विभागाच्या दिनांक - २८.८.२००९ रोजीच्या अधिसूचना प्रमाणे नियम क्र. ४ मधील टीप - ii प्रमाणे पुणे महानगर प्रदेश विकास प्राधिकरणाचे मुख्य अग्निप्रसंगी अधिकारी यांनी १५ मी. पेक्षा उंच



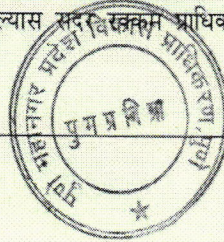


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इमारतीच्या नियोजनातील जिन्याचे व लिफ्टचे स्थान मान्य केलेले आहे. सदर नियोजनाव्यतिरिक्त नियोजनात बदल करणे आवश्यक झाल्यास पुन्हा संबंधित मुख्य अग्निशमन अधिकारी / संचालक यांची मंजूरी घ्यावी लागेल. तसेच प्रत्येक इमारतीमधील एक स्टेअरकेस व एक लिफ्ट NBC मधील तरतुदीप्रमाणे आग प्रतिरोधक असणे आवश्यक आहे. तसेच उंच इमारतीचे नियोजनाअनुषंगाने मुख्य अग्निशमन अधिकारी, पुणे महानगर प्रदेश विकास प्राधिकरण यांनी पत्र क्र. FPM/५९९/२०२०, दि. ३/१/२०२० ने दिलेल्या Provisional Fire N.O.C. मधील अटी/ शर्तीची पूर्तता करणे अर्जदार / विकासक / जमिनमालक यांचेवर बंधनकारक राहील.

- d) प्रमाणित विकास नियंत्रण आणि प्रोत्साहन नियमावलीमधील तरतुदी नुसार बाबींची पूर्तता तसेच अग्निप्रतिबंधक उपाययोजनाबाबत भाग-४ मधील बाबींची पूर्तता करणे अर्जदार/विकासक/ जमिनमालकावर बंधनकारक राहील.
  - e) नेहमीच्या वापरासाठीच्या पाणी पुरवठ्याशिवाय अग्निप्रतिबंधक व्यवस्थेकरीता, पाणीपुरवठा बाबतची पूर्तता अर्जदार / विकासक / जमिनमालक यांनी स्वखर्चाने, स्वजबाबदारीवर करणे आवश्यक राहील.
  - f) प्रमाणित विकास नियंत्रण आणि प्रोत्साहन नियमावलीमधील तरतुदी नुसार लिफ्टची सुविधा उपलब्ध करून देणे आवश्यक राहील.
  - g) अशा इमारतीचे Structural Design हे भुकंप प्रतिबंधक असणे आवश्यक राहील. अर्जदाराने / विकासकाने / जमिनमालकाने इमारतीचे Structural Stability बाबत नोंदणीकृत Structural Engineer चे प्रमाणपत्र संबंधित अग्निशमन अधिकारी यांचेकडे व या प्राधिकरणाकडे दाखल करणे आवश्यक राहील.
  - h) भोगवटा प्रमाणपत्र देण्यापूर्वी सर्व अग्निशमन यंत्रणा व सुविधांची पूर्तता करून सदर यंत्रणा सुस्थितीत कार्यान्वित असलेबाबत अग्निशमन विभागाकडील अंतिम नारहकत प्रमाणपत्र सादर करणे अर्जदार / विकासक / जमिनमालक यांचेवर बंधनकारक राहील.
  - i) पुणे महानगर प्रदेश विकास प्राधिकरणाचे मुख्य अग्निशमन अधिकारी यांनी पत्र.क्र. FPM/५६८/२०१७, दि. २८/१२/२०१७ अन्वये ना हरकत दाखला व सोबतचे नकाशे सांक्षातीत केलेले आहेत. सदरचे नकाशामध्ये मंजूरी देताना फेरबदल झाल्यास अशा नियोजनास संबंधित मुख्य अग्निशमन अधिकारी / संचालक यांचे सुधारित ना हरकत प्रमाणपत्र घेणे बंधनकारक आहे.
२४. प्रस्तुत जमिनीवर भविष्यात छाननी शूलक, प्रिमीयम शूलक, विकास शूलक, सुरक्षा ठेव व कामगार कल्याण उपकर इत्यादी बाबतच्या रक्कमेची बाकी उद्भवल्यास सदर रक्कम प्राधिकरणाकडे जमा करणे अर्जदार यांचेवर बंधनकारक राहील.



Handwritten signature in blue ink.





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२५. अर्जदार यांनी सादर केलेली कोणतीही माहिती अथवा कागदपत्रे ही चुकीची/दिशाभूल करणारी आढळल्यास प्रस्तुतची विकास परवानगी व प्रारंभ प्रमाणपत्र रद्द समजणेत येईल.

प्रस्तावासोबतच्या रेखांकन/ बांधकाम नकाशांचे दोन संच स्वाक्षांकित करून सोबत जोडले असून प्रस्तावासोबतची अन्य सर्व कागदपत्रे प्राधिकरणाच्या अभिलेखाथं राखून ठेवण्यात येत आहेत.



मा. महानगर आयुक्त तथा मुख्य कार्यकारी अधिकारी यांचे मान्यतेने

महानगर आयुक्त

तथा

मुख्य कार्यकारी अधिकारी,

पुणे महानगर प्रदेश क्षेत्र विकास प्राधिकरण,

पुणे यांचे करिता.

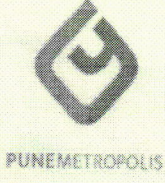
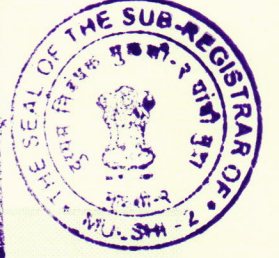
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Annexure 'B'



**पुणे महानगर प्रदेश विकास प्राधिकरण, पुणे**  
 पिंपरी चिंचवड नवनगर विकास प्राधिकरण, नवीन प्रशासकीय इमारत, आकुर्डी, पुणे-४४  
**Pune Metropolitan Region Development Authority, Pune**  
 Pimpri Chinchwad Navnagar Development Authority, New Administrative Building, Akurdi, Pune - 44  
 Ph. No. 020-25933444/356/333 / फोन नं. ०२०-२५९३३३४४/३५६/३३३  
 जमीन व मालमत्ता विभाग  
 E mail ID : [landwarda@pune.gov.in](mailto:landwarda@pune.gov.in)

जा.क्र./ज.व मा./ल-५/ई-लिलाव/११-१८सी.आर.-२०३

दि. २५/०२/२०२०

प्रति,

विलास जावडेकर इको शेल्टर्स प्रा.लि. पुणे.

**विषय:-** पुणे महानगर प्रदेश विकास प्राधिकरणाच्या कार्यक्षेत्रातील ई-लिलावाद्वारे लिज वर केलेल्या  
 ऑमिनिटी स्पेस मौजे- माण, ता.मुळशी, जि.पुणे येथील स.नं.२८६/४/१ब मधील क्षेत्र  
 ७८२२.६४ चौ.मी. क्षेत्राचे मॉर्गेज व सबलिज करण्यासाठी नाहरकत प्रमाणपत्र देणेबाबत...  
**संदर्भ:-** १. विलास जावडेकर इको शेल्टर्स प्रा.लि. यांचे पत्र दि.३०.०१.२०२० प्राप्त दि.०७.०२.२०२०.  
 २.पुणे महानगर प्रदेश विकास प्राधिकरण व विलास जावडेकर इको शेल्टर्स प्रा.लि.तर्फे  
 संचालक श्री.आदित्य विलास जावडेकर यांचेमध्ये झालेला हस्तांतरण दस्त क्र.१९६६८/२०१९  
 दि.१५.१०.२०१९.  
 ३. विलास जावडेकर इको शेल्टर्स प्रा.लि. यांचे पत्र दि.२५.०२.२०२०.

उपरोक्त विषयास अनुसरून मौजे- माण, ता.मुळशी, जि.पुणे येथील स.नं.२८६/४/१ब मधील ऑमिनिटी स्पेस ई-  
 लिलावाद्वारे मे. विलास जावडेकर इको शेल्टर्स प्रा. लि. यांना सदर मिळकत संदर्भ क्र. २ अन्वये हस्तांतरित करण्यात  
 आली आहे.

विषयांकित सुविधा भूखंड मॉर्गेज व सबलिज करण्यासाठी आपणाकडून प्राप्त संदर्भ क्र. १ च्या अनुषंगाने  
 आपणास कळविण्यात येते कि, पुणे महानगर प्रदेश विकास प्राधिकरण जमिन विल्हेवाट विनिमय २०१६ च्या कलम १०  
 मधील नमूद करारनाम्याच्या कलम ३ (K) अन्वये मा. महानगर आयुक्त यांनी सदर ई-लिलावात अंतिम झालेल्या  
 रक्कमेच्या १० % रक्कम भरण्याच्या अटिवर आपणास नाहरकत प्रमाणपत्र देण्यास मान्यता दिली आहे.

त्यानुसार आपल्यातर्फे रु. ८१,४५,३४३/- रक्कमेचा धनादेश संदर्भ क्र. ३ अन्वये प्राप्त झाल्याने आपण  
 मागणी केल्यानुसार नाहरकत प्रमाणपत्र या पत्रासोबत सहपत्रित करण्यात येत आहे.

(डॉ. प्रविणकुमार देवर)

अतिरिक्त आयुक्त

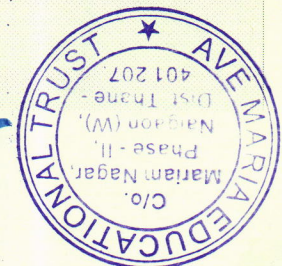
तथा अति. मुख्य कार्य. अधिकारी

जमीन व मालमत्ता विभाग

पुमप्रविप्रा, पुणे



२५/११/२०२०





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२०२९		



## पुणेमहानगरप्रदेशविकासप्राधिकरण, पुणे

चिंचवड नवतगर विकास प्राधिकरण, नवीन प्रशासकीय इमारत, अकुरी, पुणे-४४

**Pune Metropolitan Region Development Authority, Pune**

Chinchwad Navnagar Development Authority, New Administrative Building, Akurdi, Pune - 44

Ph. No. 020-25933444/356/333 / फोन नं. ०२०-२५९३३३४४/३५६/३३३

जमीन व मालमत्ता विभाग

E mail ID : [pmrda@punemetro.com](mailto:pmrda@punemetro.com)

Ja.kr./L&E/E-Lilav/11-18/L-4/CR-203

Date 25/02/2020

To,

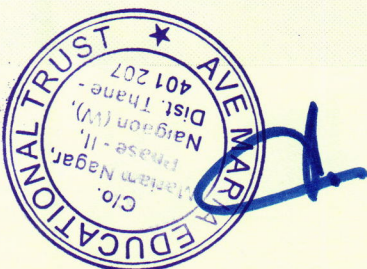
Mr. Aditya Vilas javdekar,  
Director, Vilas javdekar Eco Shelters Pvt Ltd,  
306, Siddharth Towers, Sangam Press Road,  
Kothrud, Pune- 411038.

**Subject :- Contional No Objection Certificate (NOC) For Creation of Mortgage and Sub-Lease Rights on Amenity Space land admeasuring 7822.64 Sq.M. at Survey No.286/4/1B, situated at village Maan, Taluka- Mulshi, District -Pune.**

**Reference:** 1. Agreement to Lease between The Pune Metropolitan Region Development Authority (PMRDA) and Vilas Javdekar Eco Shelters Pvt Ltd registered on 15<sup>th</sup> October 2019 and bearing registration number 19668/2019 Mulshi 2  
2.Application dated 20/01/2020 from Vilas Javdekar Eco Shelters Pvt Ltd  
3.Application dated 30/01/2020 from Vilas Javdekar Eco Shelters Pvt Ltd

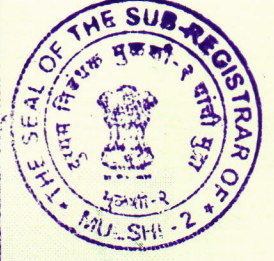
With reference to the above mentioned agreement to lease and in accordance to clause '3 (k) Assignment' with respect to the land Bearing Survey No 286/4/1/B, Amenity Space admeasuring 7822.64 Sq M situated at Village Maan, Taluka Mulshi, District Pune ("said Property"), No objection is given for mortgage and sub-lease of the said land subject to satisfaction of the following conditions :

- 1) Applicant shall pay to the Pune Metropolitan Region Development Authority (P.M.R.D.A) an amount equivalent to 10% of the Landlease amount (highest bid amount) value of the Property i.e. Rs.81,45,343/-(Eighty one Lac, fourty five thousand, three hundred fourty three only).
- 2) Vilas Javdekar Eco Shelters Pvt Ltd may, create a mortgage / lien on the said Property or its interest therein, in favour of any Bank / Non-Banking Finance Company / Housing Finance Company / Financial Institution or any Lender to raise Finance / Loan / Construction Finance / Lease Rental Discounting or any sort of Financial Facility. Further, in case of termination / end of the Lease tenor Vilas Javdekar Eco Shelters Pvt Ltd shall at its cost must clear and settle all mortgages and encumbrances from the said Property before handing over possession to PMRDA.



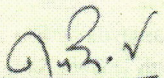


म ल स - २		
४४६४	७८	११४
२०२१		



- 3) For further any sub -sub- lease lessee has to apply to PMRDA independently for the permission.
- 4) The sanction/NOC shall be subject to the Land disposal Regulations 2020 that are in process for approval any change in final regulations shall be applicable to the NOC.

(o/c Sing by Metropolitan Commissioner)

  
(Dr. Pravinkumar Deore) 25/12/2020.

Additional Commissioner  
and Additional CEO  
Pune Metropolitan Region Development  
Authority, Pune









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Annexure "6 b"



**JAVDEKAR**  
DEVELOPERS

Date: 25/02/2020

To,  
Hon. Metropolitan Commissioner  
PMRDA  
Pune

Subject: Development of amenity spaces at S.No. 286, Mann, Mulshi, Pune

Reference: Our letter dated 20/01/2020

Our Agreement to lease dated 15/10/2019

Respected Sir,

With reference to the above subject, we had submitted an application for obtaining NoC in accordance with clause 3 (k) of agreement to lease regarding sublet and mortgage of the said land. Accordingly, we are willing to pay 10% additional consideration for this NoC.

Please find attached cheque no. 152841 drawn on Bank of Maharashtra, Paud Phata branch for Rs.81,45,343/- in favor of "Metropolitan Region Development Authority" towards additional consideration for the said NoC.

For Vilas Javdekar Eco Shelters Pvt Ltd

*[Signature]*  
Saryesh Javdekar

CC: Additional Commissioner and Additional CEO, Pune Metropolitan Region Development Authority.

*[Circular Stamp: महाराष्ट्र प्रदेश विकास अधिकारी कार्यालय, जॉयन व मातंगला विभाग, पुणे]*

*Received*  
*ahalbe*  
*25/2/2020*

Vilas Javdekar Eco Shelters Pvt. Ltd.  
Siddharth Towers, Sangam Press Road, Kothrud, Pune 411 038 INDIA  
T: 145200PN2013PTC146349

+91 20 6764 8000 www.javdekars.com  
admin@javdekars.com

*[Handwritten 'd']*





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Annexure "6 c" २०२१		



VJ

VILAS  
JAVDEKAR  
DEVELOPERS

Date: 13/03/2020

To,

Hon. Metropolitan Commissioner

Pune Metropolitan Region Development Authority

Pune

Subject : Development of school building on S.No. 286/4/1B, Mann, Mulshi, Pune

Reference: 1) Our letter dated 20/01/2020

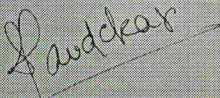
2) NOC received from PMRDA dated 25/02/2020

Respected Sir,

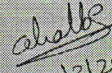
With reference to the above subject, we thank you for giving us the NOC for creation of mortgage and sub-lease rights. As the mortgage and sub-lease rights will be given along with land and proposed structure that will be built in accordance with DC rules, we request your kind Authority to give us permission for proposed structure as well.

Thanking You

For Vilas Javdekar Eco Shelters Pvt Ltd

  
Sarvesh Javdekar



  
13/3/2020

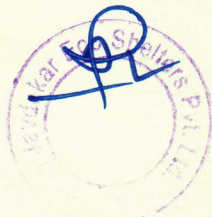
Vilas Javdekar Eco Shelters Pvt. Ltd.

306, Siddharth Towers, Sangam Press Road, Kothrud, Pune 411 038 INDIA

CIN : U45200PN2013PTC146349

+91 20 6764 8000 www.javdekars.com

admin@javdekars.com









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Annexure "6 d"		
२०२९		



PUNE METROPOLITAN REGION DEVELOPMENT AUTHORITY

**पुणे महानगर प्रदेश विकास प्राधिकरण, पुणे**  
**Pune Metropolitan Region Development Authority, Pune**  
**जमीन व मालमत्ता विभाग**

४था मजला, विल्डींग आकुर्डी रेल्वे स्टेशन जवळ, पिंपरी चिंचवड नवनगर विकास प्राधिकरण,  
 आकुर्डी, पुणे. ४११०४४ -  
 (Email Id: [inepmrda@gmail.com](mailto:inepmrda@gmail.com))

जा.क्र./ज. व मा./ल. ५/३-मिताव १९-९८/सी.आर. - २०३

दि. ११/०३/२०२०

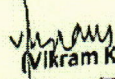
To,

Mr. Aditya Vilas Javdekar  
 Director, Vilas Javdekar Eco Shelters Pvt Ltd  
 306, Siddhartha Towers, Sangam Press Road  
 Kothrud, Pune 411 038.

Reference: Your letter dated 13/03/2020

With reference to your above letter and the Agreement to Lease dated October 14, 2019 registered under Serial No. 19668 of 2019, we hereby inform you that we have agreed to lease to you the said land i.e. Plot No 286/4/1B admeasuring 7822.64 sqm. Any structure after so built will not require fresh lease permission Lease Deed is registered, you will not be required to obtain any permission from us for granting/ demising sub-lease of the school building constructed/ being constructed on the aforesaid plot.

Upon expiry of the lease tenure, you shall handover possession of the aforesaid Plot to us in accordance with clause (p) of the Lease Deed which is attached as from E of the Agreement to Lease.

  
 (Vikram Kumar)  
 Metropolitan Commissioner and Additional CEO  
 Pune Metropolitan Region Development Authority, Pune



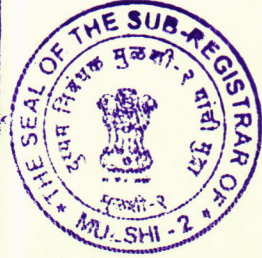






RSVA & CO.  
CHARTERED ACCOUNTANTS

म ल स - २		
४४६४	C2	११४
Annexure "7"		
२०२१		



Pune Branch - 430, Pancha Point, 1st Floor,  
283 Shukrawar Peth, Pune 411 002.  
Phone : 020-24487800, 24497169 Fax : 020-24487900,  
E-mail : adminpune@rsva.co.in

TO WHOMSOEVER IT MAY CONCERN

Our client, **VILAS JAVDEKAR ECO SHELTERS PRIVATE LIMITED**, a company incorporated under the Indian Companies Act, 1956, bearing Corporate Identification Number U45200PN2013PTC146349, assessed for Income-tax under Permanent Account Number **AAECV3556D**, having its registered office at 306, Siddharth Towers, Sangam Press Road, Kothrud, Pune 411038, Maharashtra ("Company"), has agreed to grant sub-lease rights in respect of all that piece and parcel of non-agricultural land admeasuring 7,822.64 square metres, bearing Survey No. 286/4/1/B-Amenity Space situated at Village Mann, Taluka and Sub Registration District Mulshi, District Pune, being within the limits of the Gram Panchayat Mann and Zilla Parishad Pune, Maharashtra together with the constructions thereon (collectively "Property") in favour of **AVE MARIA EDUCATIONAL TRUST**, bearing Registration No. E-15009 (Mumbai), having its registered office at Mariam Nagar, Phase-II, Naigaon (West), District Thane ("Trust").

We hereby report that we have verified the Income-tax Returns filed by the Company, and have also taken searches on the Income-tax portal and based thereupon and the information, documents and explanations tendered by the Company, we hereby certify and confirm that there are no pending or ongoing claims, suits, audits, proceedings, disputes, demands or investigations, notices, appeals and/or litigation under the Income-tax Act, 1961 and/or any other applicable law/ notifications against the Company, and that there are no arrears (demands in default) payable after completion of the proceedings under the aforesaid Act for which the notice under Rule 2 of the Second Schedule to the Income-tax Act, 1961 (and/or any other notice) may be served by the Tax Recovery Officer or the concerned Assessing Officer which shall render the aforesaid sub-lease of the Property in favour of the Trust void and/or can adversely affect the aforesaid sub-lease of the Property in favour of the Trust by the Company, provided the same is made for adequate consideration as per Section 281 of the Income-tax Act, 1961.

For RSVA & CO.  
Chartered Accountants  
F.R.N.: 110504W

Abhijit Mundada

Partner

M. No.: 134685

Place: Pune

Date: 11/03/2020

UDIN: 20134685AAAAIW3136



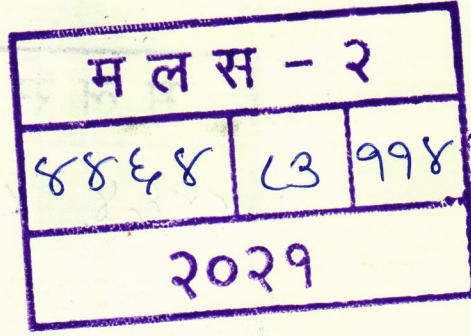
Regd. Office : Block 1, 3rd Floor, Khaitan Chambers, 143-145, Modi Street Fort, Mumbai - 400001. Phone : 022-22655793 E-mail : rsvalfort@gmail.com



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**Annexure "8"**  
**(Description of Demised Premises/ Phase-1)**

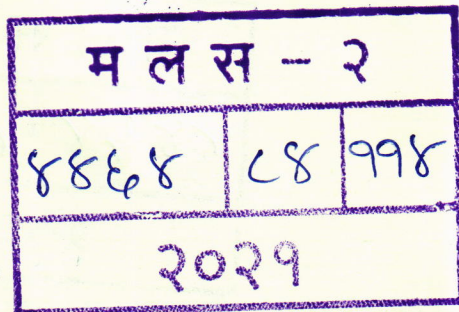
The entire Demised Premises/ Phase-1 shall comprise of the following, which shall be built/ made/ constructed and handed over to the Sub Lessee on or before the Phase-1 Handover Date (along with the Occupation Certificate/ Part Occupation Certificate, as applicable) in accordance with the Proposed Revised Plans and the Specifications:

1. **School Building:** Ground plus 3 (three) upper floors of the School Building totally admeasuring 71,935 square feet of built up area, which shall be divided in the following manner:
  - (a) The entire Plot along with the Parking Spaces;
  - (b) The entire ground floor admeasuring 10,602 square feet of constructed built-up/ leasable area in the School Building;
  - (c) The entire first floor admeasuring 19,786 square feet of constructed built-up/ leasable area in the School Building;
  - (d) The entire second floor admeasuring 20,774 square feet of constructed built-up/ leasable area in the School Building;
  - (e) The entire third floor admeasuring 20,774 square feet of constructed built-up/ leasable area in the School Building; and
  - (f) All facilities/ utilities etc. in respect of Phase-1 (including but not limited to generator space, riser space and service areas, electrical panel rooms, BMS room, pump rooms etc.).

a





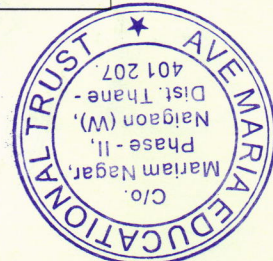


2. **Lifts and Lobbies:** The following lift and lobby areas shall be provided by the Sub Lessor to the Sub Lessee on or before March 31, 2022:

- (a) The School Building shall have a total of 3 (three) lifts, each having a capacity of 15 (fifteen) people. The Sub Lessee shall, at its discretion, use any one of the above lifts as 'service lift'; and
- (b) A common lobby shall be provided, the area whereof is inclusive in the area of the Phase-1 School Building set out in clause 1 of this Annexure.

3. **Classrooms, Units, Premises:** The area of the School Building (for Phase-1) shall comprise of the following classrooms, units, premises (which shall be made and delivered in accordance with the Specifications and be delivered in accordance with the final sanctioned plans):

GROUND FLOOR PLAN			
1	DOUBLE HEIGHT ENTRANCE LOBBY	86.14	927.211
2	CENTRAL ATRIUM	159.77	1719.764
3	PASSAGE	214.93	2313.507
4	DAY CARE	101.95	1097.390
5	HIS TOILET	20.14	216.787
6	HER TOILET	19.84	213.558





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7	SPORTS STORE 01	37.17	400.098
8	KITCHEN	56.68	610.104
9	STORE	13.16	141.654
10	METER ROOM	17.63	189.769
11	ELECTRICAL ROOM	7.21	77.608
TOTAL		734.62	7907.450

#### FIRST FLOOR PLAN

1	CLASSROOM-01	46.81	503.863
2	CLASSROOM-02	46.81	503.863
3	CLASSROOM-03	46.81	503.863
4	CLASSROOM-04	46.81	503.863
5	CLASSROOM-05	46.81	503.863
6	CLASSROOM-06	46.81	503.863
7	CLASSROOM-07	46.81	503.863
8	CLASSROOM-08	46.81	503.863
9	WATER FOUNTAIN	10.73	115.498
10	CLASSROOM-09	46.81	503.863
11	CLASSROOM-10	46.81	503.863
12	HER TOILET	46.71	502.786
13	HIS TOILET	48.32	520.116
14	CLASSROOM-11	46.81	503.863
15	CLASSROOM-12	46.81	503.863
16	INFIRMARY	39.44	424.532
17	INNOVATIVE LAB-1	95.29	1025.702
18	ACTIVITY ROOM 1/ VISUAL ART LAB 1	47.79	514.412
19	SEMINAR ROOM	94.77	1020.104
20	ADMINISTRATION AREA (Inclusive of Waiting area, 10 Cabins, 3 Toilets, 1 Pantry)	237.34	2554.728



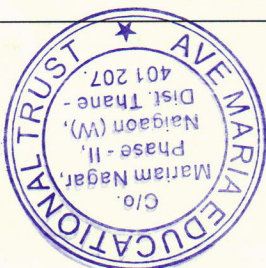


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8868	47.3	66,998
2021		

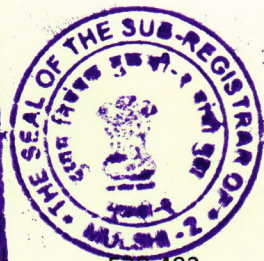
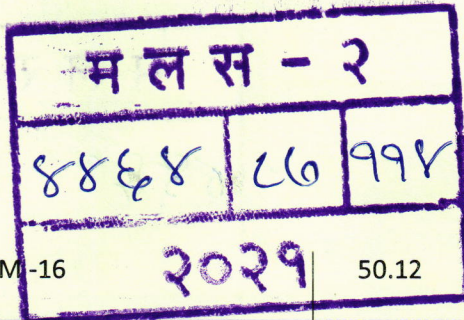


21	IT+SERVER ROOM		
22	STORE-02	16.97	182.665
23	SUBJECT COORDINATOR ROOM 1	19.91	214.311
TOTAL		1266.29	13630.346
SECOND FLOOR PLAN			
1	CLASSROOM-01	46.81	503.863
2	CLASSROOM-02	46.81	503.863
3	CLASSROOM-03	46.81	503.863
4	CLASSROOM-04	46.81	503.863
5	CLASSROOM-05	46.81	503.863
6	CLASSROOM-06	46.81	503.863
7	CLASSROOM-07	46.81	503.863
8	CLASSROOM-08	46.81	503.863
9	WATER FOUNTAIN	10.73	115.498
10	CLASSROOM-09	46.81	503.863
11	CLASSROOM-10	46.81	503.863
12	HER TOILET	46.71	502.786
13	HIS TOILET	48.32	520.116
14	MULTIPURPOSE ROOM	94.67	1019.028
15	STAFF ROOM-01	39.44	424.532
16	DANCE ROOM-01	95.29	1025.702
17	COMPUTER LAB 1	94.77	1020.104
18	ACTIVITY ROOM 2/ MATH LAB	46.81	503.863
19	CLASSROOM-11	46.81	503.863
20	CLASSROOM -12	46.81	503.863
21	CLASSROOM -13	50.12	539.492
22	CLASSROOM -14	50.12	539.492
23	CLASSROOM -15	50.12	539.492

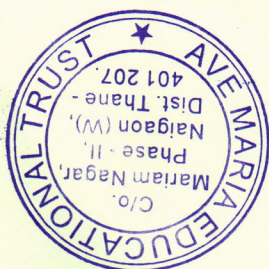
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24	CLASSROOM -16	50.12	539.492
25	CLASSROOM -17	46.81	503.863
26	STORE-03	16.97	182.665
27	SUBJECT COORDINATOR ROOM 2	19.91	214.311
TOTAL		1322.63	14236.789
THIRD FLOOR PLAN			
1	CLASSROOM-01	46.81	503.863
2	CLASSROOM-02	46.81	503.863
3	CLASSROOM-03	46.81	503.863
4	CLASSROOM-04	46.81	503.863
5	CLASSROOM-05	46.81	503.863
6	CLASSROOM-06	46.81	503.863
7	CLASSROOM-07	46.81	503.863
8	CLASSROOM-08	46.81	503.863
9	WATER FOUNTAIN	10.73	115.498
10	CLASSROOM-09	46.81	503.863
11	CLASSROOM-10	46.81	503.863
12	HER TOILET	46.71	502.786
13	HIS TOILET	48.32	520.116
14	CLASSROOM-11	46.81	503.863
15	CLASSROOM-12	46.81	503.863
16	STAFF ROOM-02	39.44	424.532
17	JUNIOR LIBRARY	95.29	1025.702
18	ACTIVITY ROOM 5	46.81	503.863
19	ACTIVITY ROOM 4	46.81	503.863
20	ACTIVITY ROOM 3	46.81	503.863
21	CLASSROOM -13	46.81	503.863
22	CLASSROOM -14	46.81	503.863





<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="border: 2px solid black; padding: 5px; text-align: center;"> <b>म ल स - २</b>  <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>४४६४</span> <span>८८</span> <span>७९४</span> </div> </div> <div style="text-align: right;">  </div> </div>			
23	CLASSROOM -15	50.12	539.492
24	CLASSROOM -16	50.12	539.492
25	CLASSROOM -17	50.12	539.492
26	CLASSROOM -18	50.12	539.492
27	CLASSROOM -19	46.81	503.863
28	STORE-04	16.97	182.665
29	SUBJECT COORDINATOR ROOM 3	19.91	214.311

4. **Parking Spaces:** As per the sanctioned/ approved plans.
  
5. **Day Care:** unit/ room admeasuring about 1097. 390 square feet carpet area shall be provided on the ground floor of the School Building for the purposes of running/ operating a Day Care Centre therefrom.
  
6. **Kitchen Space:** unit/ room admeasuring about 610.104 square feet carpet area shall be provided on the ground floor of the School Building for the purposes of running/ operating a Kitchen Space therefrom.
  
7. **Sports Ground and Swimming Pool:** The Phase shall also include a complete Sports Ground and a Swimming Pool to be completed and handed over by the Sub Lessor to the Sub Lessee in accordance with the Specifications.



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Annexure "9" २०२१		



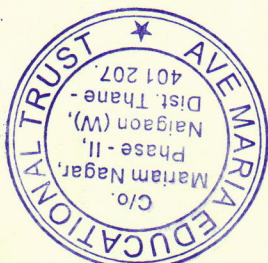
(Description of Phase-2)

The entire Phase-2 shall comprise of the following, which shall be built/ made/ constructed and handed over to the Sub Lessee on or before the Phase-2 Handover Date (along with the Occupation Certificate/ Part Occupation Certificate, as applicable) in accordance with the Approved Plans and the Specifications:

- School Building:** A total constructed area of 53,086 square feet of built up area, which shall be divided in the following manner:
  - The entire fourth floor admeasuring 20,774 square feet of constructed built-up/ leasable area in the School Building;
  - The entire fifth floor admeasuring 20,774 square feet of constructed built-up/ leasable area in the School Building;
  - The entire sixth floor admeasuring 11,539 square feet of constructed built-up/ leasable area in the School Building; and
  - All facilities/ amenities etc. in respect of Phase-2 (including but not limited to generator space, riser space and service areas, electrical panel rooms, BMS room, pump rooms etc.).
- Lifts and Lobbies:** All the lifts comprising in Phase-1/ Demised Premises shall be extended to the aforesaid floors set out in clause 1 of this Annexure.
- Classrooms, Units, Premises:** The area of the School Building (for Phase-2) shall comprise of the following classrooms, units, premises (which shall be made and delivered in accordance with the Specifications and be delivered in accordance with the final sanctioned plans):

FOURTH FLOOR PLAN			
1	CLASSROOM-01	46.81	503.863
2	CLASSROOM-02	46.81	503.863
3	CLASSROOM-03	46.81	503.863
4	CLASSROOM-04	46.81	503.863
5	CLASSROOM-05	46.81	503.863
6	CLASSROOM-06	46.81	503.863
7	CLASSROOM-07	46.81	503.863
8	CLASSROOM-08	46.81	503.863
9	WATER FOUNTAIN	10.73	115.498
10	CLASSROOM-09	46.81	503.863
11	CLASSROOM-10	46.81	503.863
12	HER TOILET	46.71	502.786
13	HIS TOILET	48.32	520.116
14	VISUAL ART LAB 2	94.77	1020.104
15	STAFF ROOM-03	39.44	424.532

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16	SENIOR LIBRARY	143.21	1541.512
17	INNOVATIVE LAB 2	94.77	1020.104
18	CLASSROOM -11	46.81	503.863
19	CLASSROOM -12	46.81	503.863
20	CLASSROOM -13	50.12	539.492
21	CLASSROOM -14	50.12	539.492
22	CLASSROOM -15	50.12	539.492
23	CLASSROOM -16	50.12	539.492
24	CLASSROOM -17	46.81	503.863
25	STORE-05	16.97	182.665
26	VICE PRINCIPAL ROOM	19.91	214.311
<b>TOTAL</b>		<b>1323.84</b>	<b>14249.814</b>
<b>FIFTH FLOOR PLAN</b>			
1	MULTIPURPOSE HALL LOBBY AREA	64.35	692.663
2	CLASSROOM-01	46.81	503.863
3	CLASSROOM-02	46.81	503.863
4	CLASSROOM-03	46.81	503.863
5	CLASSROOM-04	46.81	503.863
6	CLASSROOM-05	46.81	503.863
7	CLASSROOM-06	46.81	503.863
8	CLASSROOM-07	46.81	503.863
9	WATER FOUNTAIN	10.73	115.498
10	CLASSROOM-08	46.81	503.863
11	CLASSROOM-09	46.81	503.863
12	HER TOILET	46.71	502.786
13	HIS TOILET	48.32	520.116
14	CHEMISTRY LAB	94.77	1020.104
15	STAFF ROOM-04	39.44	424.532
16	PHYSICS LAB	95.29	1025.702
17	BIOLOGY LAB	94.77	1020.104
18	ACTIVITY ROOM 06	46.81	503.863
19	MULTIPURPOSE HALL LOBBY AREA	14.42	155.217
20	MULTIPURPOSE HALL	421.32	4535.088
<b>TOTAL</b>		<b>1398.22</b>	<b>15050.440</b>
<b>SIXTH FLOOR PLAN</b>			
1	CLASSROOM-01	46.81	503.863
2	CLASSROOM-02	46.81	503.863
3	CLASSROOM-03	46.81	503.863
4	CLASSROOM-04	46.81	503.863
5	HER TOILET	46.71	502.786
6	HIS TOILET	48.32	520.116
7	CLASSROOM-11	46.81	503.863
8	CLASSROOM-12	46.81	503.863
9	STAFF ROOM-05	39.44	424.532
10	MUSIC ROOM 01	95.29	1025.702
11	COMPUTER LAB- 02	142.59	1534.839
12	SUBJECT COORDINATOR ROOM 4	16.26	175.023
<b>TOTAL</b>		<b>669.47</b>	<b>7206.175</b>

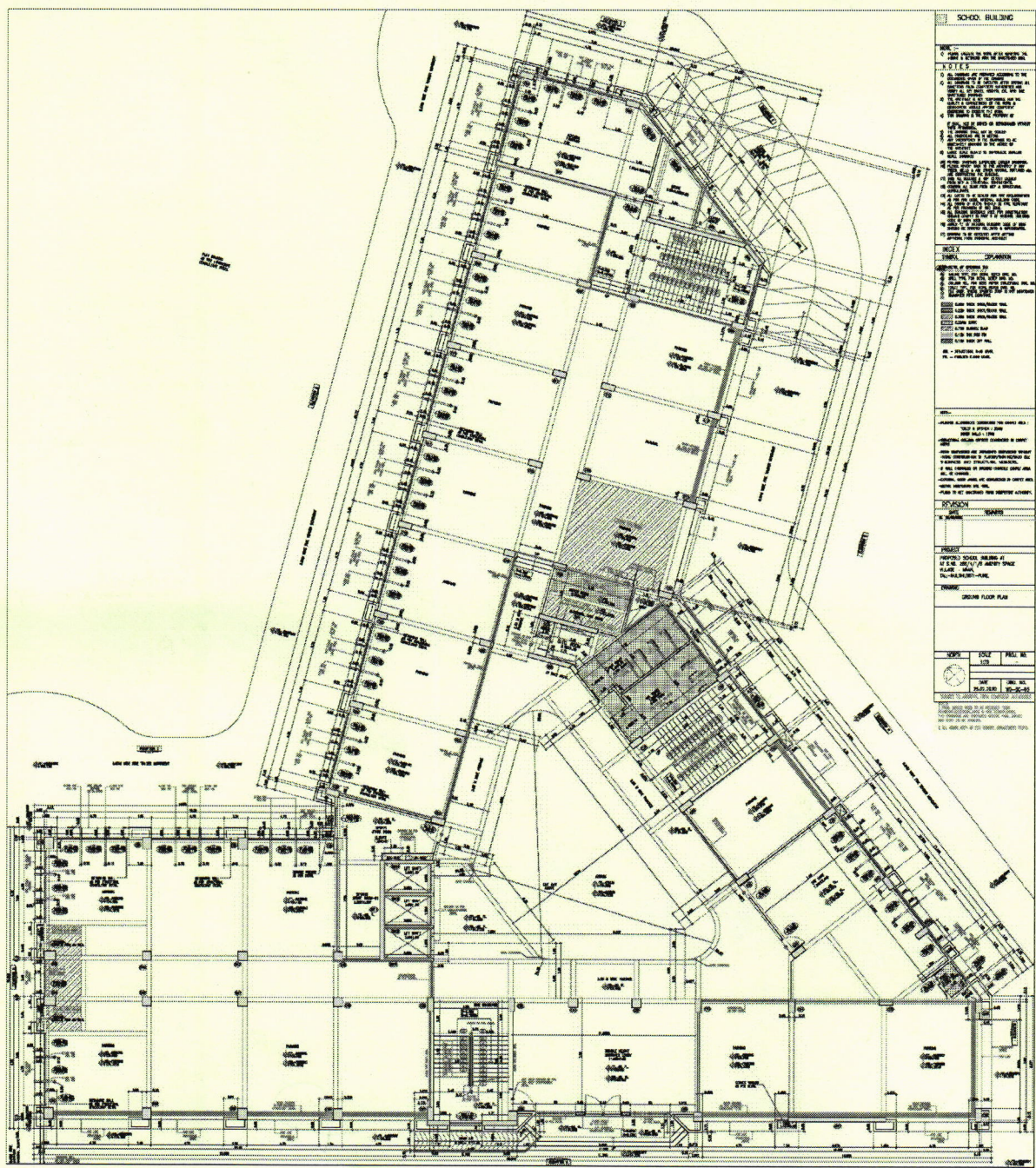




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Annexure "10-A"		
2029		
(Revised Proposed Plans)		

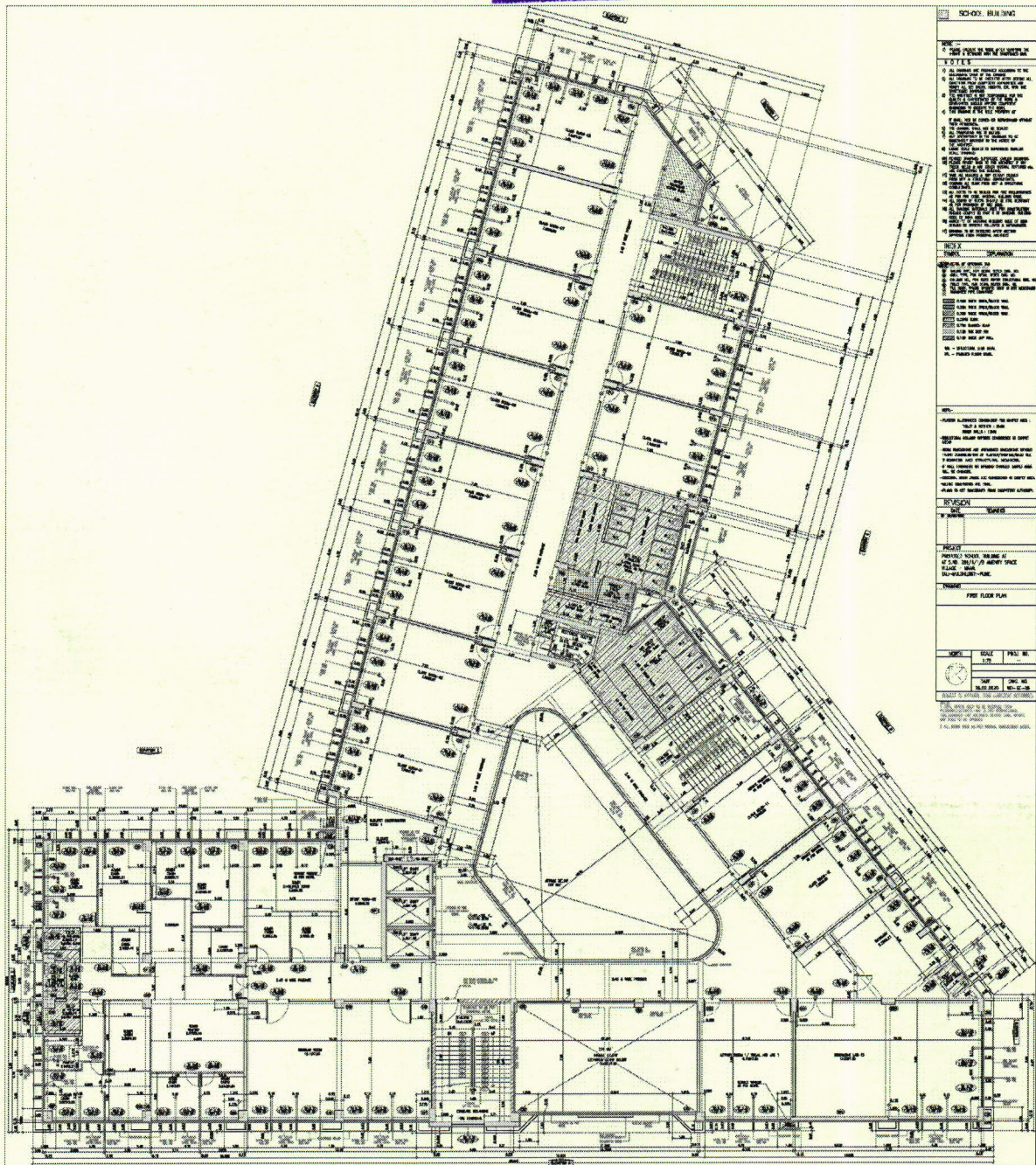


Ground Floor





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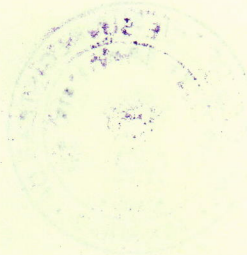




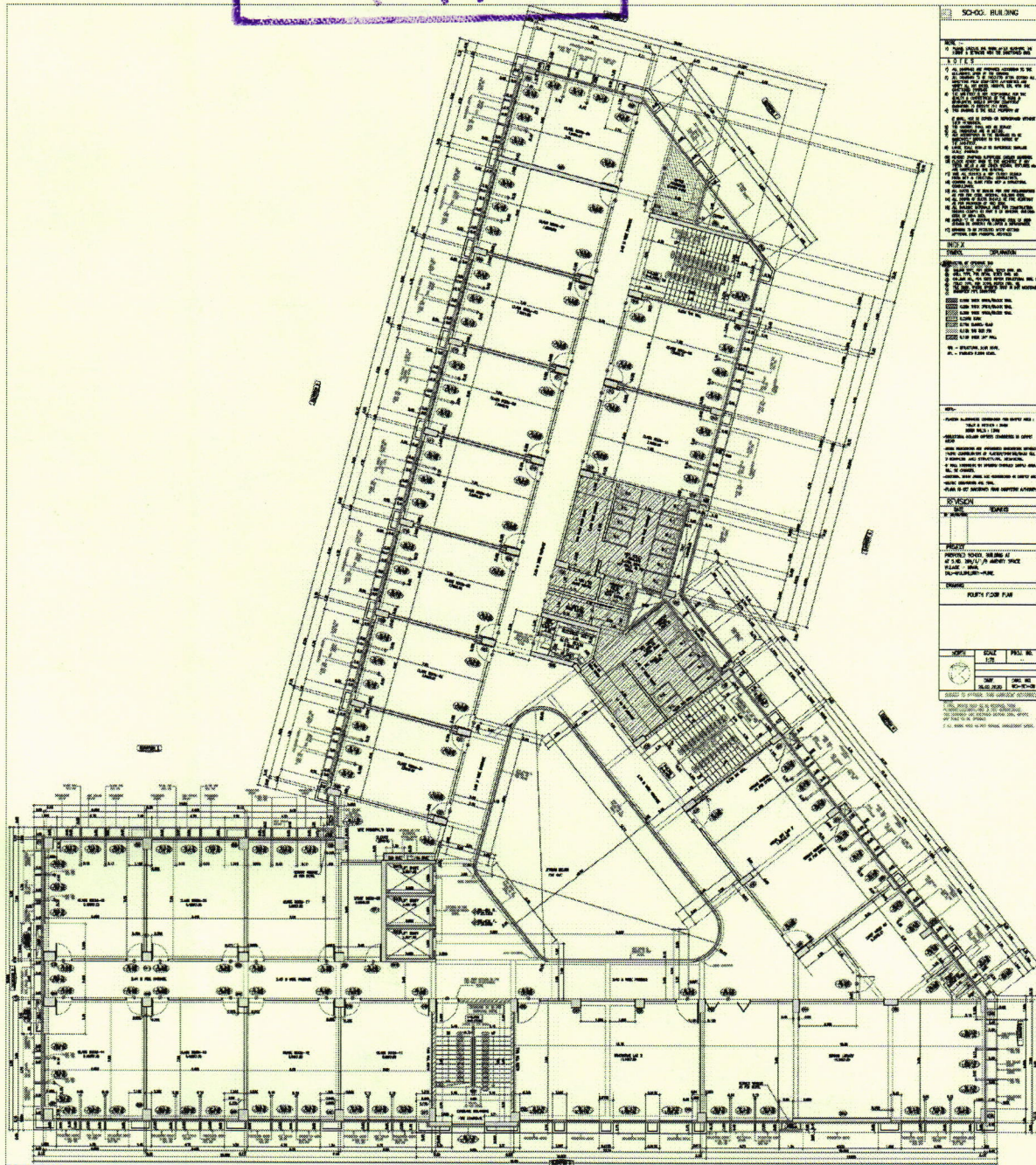








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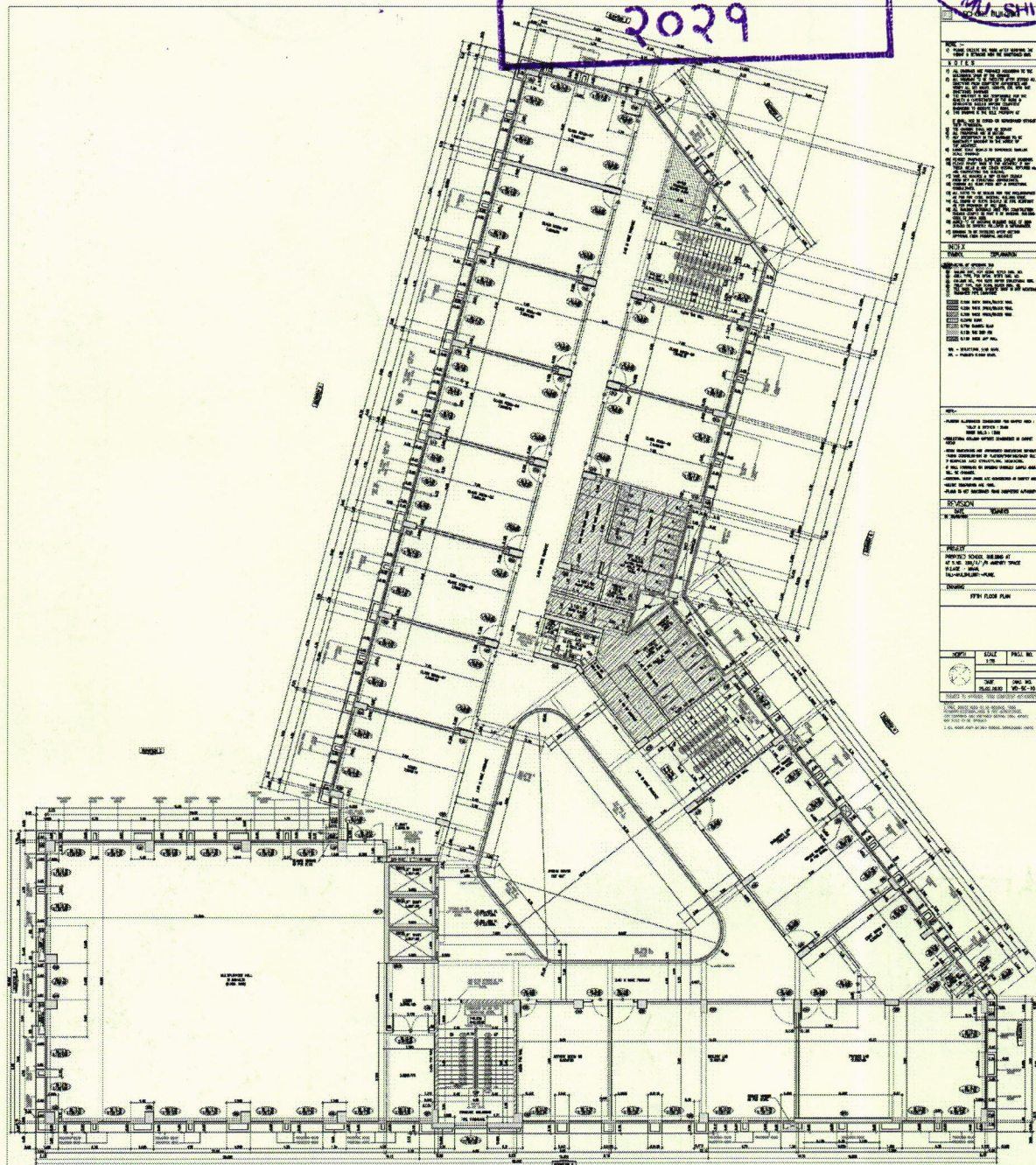
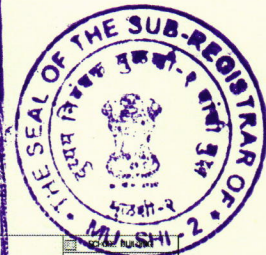


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Fifth Floor	४४६४	८६ १९४
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NOTES:

1. THE FLOOR PLAN IS TO BE USED FOR THE PURPOSE OF THE SUB-REGISTRAR OF MARATHI, MUMBAI-2.
2. THE FLOOR PLAN IS TO BE USED FOR THE PURPOSE OF THE SUB-REGISTRAR OF MARATHI, MUMBAI-2.
3. THE FLOOR PLAN IS TO BE USED FOR THE PURPOSE OF THE SUB-REGISTRAR OF MARATHI, MUMBAI-2.
4. THE FLOOR PLAN IS TO BE USED FOR THE PURPOSE OF THE SUB-REGISTRAR OF MARATHI, MUMBAI-2.
5. THE FLOOR PLAN IS TO BE USED FOR THE PURPOSE OF THE SUB-REGISTRAR OF MARATHI, MUMBAI-2.
6. THE FLOOR PLAN IS TO BE USED FOR THE PURPOSE OF THE SUB-REGISTRAR OF MARATHI, MUMBAI-2.
7. THE FLOOR PLAN IS TO BE USED FOR THE PURPOSE OF THE SUB-REGISTRAR OF MARATHI, MUMBAI-2.
8. THE FLOOR PLAN IS TO BE USED FOR THE PURPOSE OF THE SUB-REGISTRAR OF MARATHI, MUMBAI-2.
9. THE FLOOR PLAN IS TO BE USED FOR THE PURPOSE OF THE SUB-REGISTRAR OF MARATHI, MUMBAI-2.
10. THE FLOOR PLAN IS TO BE USED FOR THE PURPOSE OF THE SUB-REGISTRAR OF MARATHI, MUMBAI-2.

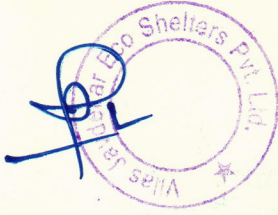
REMARKS:

THE FLOOR PLAN IS TO BE USED FOR THE PURPOSE OF THE SUB-REGISTRAR OF MARATHI, MUMBAI-2.

DATE: 10/10/2021

BY: [Signature]

FOR: [Signature]

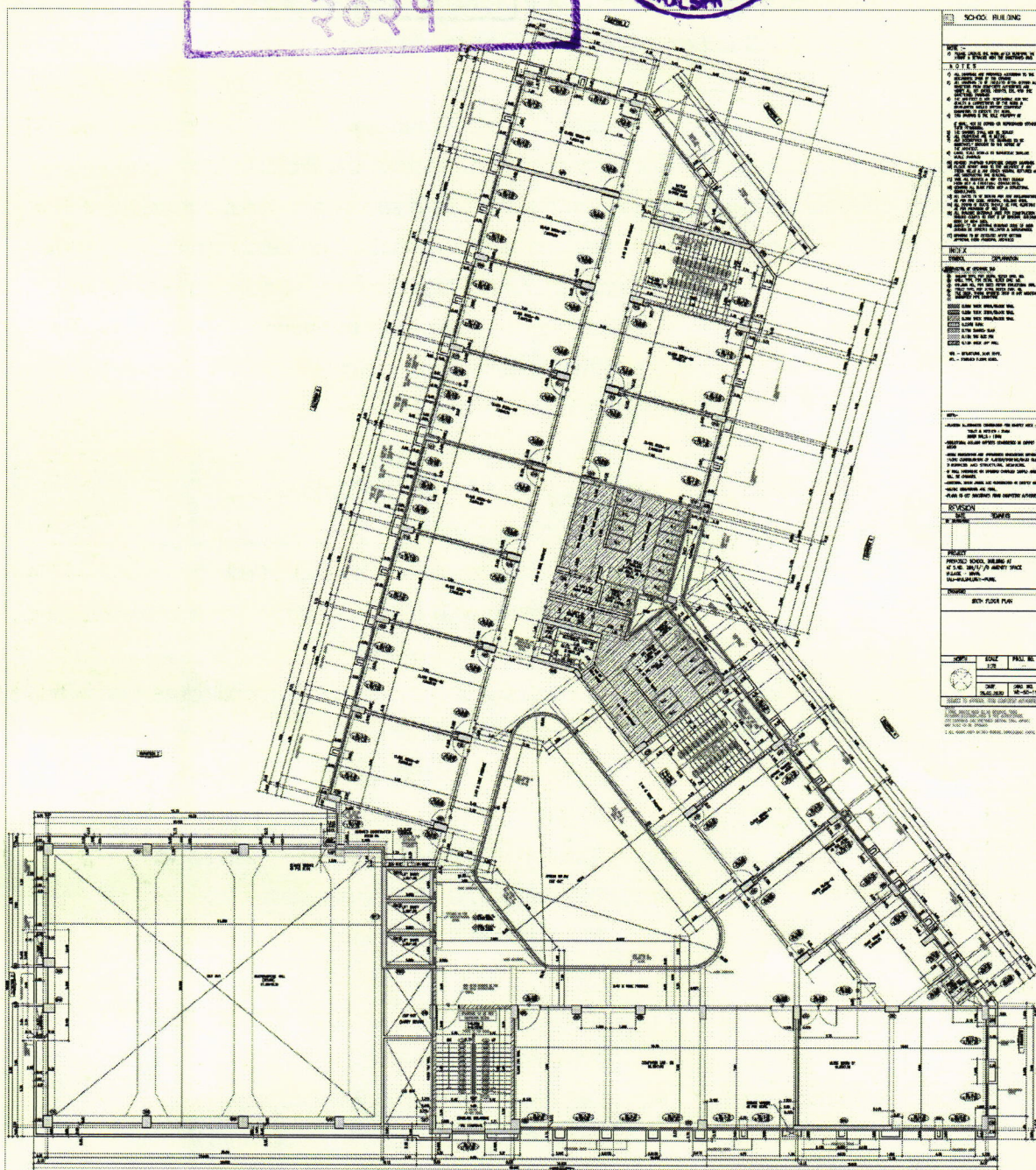


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Annexure "10-B" २०३१		
(Specifications to be followed, adhered to and complied by the Sub Lessor for the purposes of the Project)		



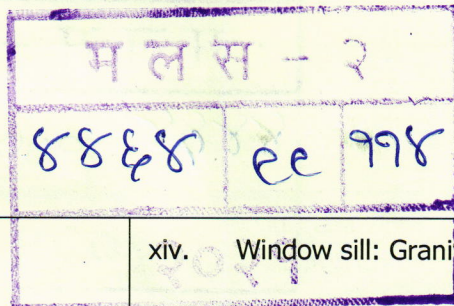
The Following Specifications have been discussed and agreed between the Parties and accordingly, the Sub Lessor shall carry out and undertake the Project (which comprises of Phase-1 and Phase-2) in accordance with the detailed specifications set out below, and at the sole and exclusive costs, charges and expense of the Sub Lessor (unless otherwise agreed and specifically mentioned herein). All facilities/ amenities (including but not limited to power back-up etc.) shall be provided by the Sub Lessor throughout the Sub Lease Term for Phase-1 as well as Phase-2 and the same shall be maintained by Sub Lessee through out the Sub Lease Term of Phase-1 as well as Phase-2.

Sr. No.	Particulars	Specifications
1.	Structure	<ul style="list-style-type: none"> <li>i. RCC framed structure and shall be designed in accordance with IS codes and as per the seismic zone requirement of the area.</li> <li>ii. The loading to be considered for all class rooms and other admin rooms shall be 350 kg/sqm, for server room it shall be 1000 kg/sqm and for AHU room it shall be 750 kg/sqm.</li> </ul>
2.	Masonry and plaster	<ul style="list-style-type: none"> <li>i. Partition Walls: AAC blocks or fly ash bricks</li> <li>ii. External plaster: Ready mix plaster</li> <li>iii. Internal Plaster: Gypsum</li> <li>iv. Ceiling plaster: POP</li> </ul>
3.	Tiling, Flooring, Natural Stone and driveways	<ul style="list-style-type: none"> <li>i. Admin and office area: 800 x 800 mm Vitrified tiles</li> <li>ii. Main staircase: Granite</li> <li>iii. Fire &amp; other staircase: Polished Kota</li> <li>iv. Toilet floor: Matt finish 600 x 600 mm Vitrified tiles</li> <li>v. Toilet dado: 300 x 600 mm ceramic tiles</li> <li>vi. Atrium, Lift Lobby &amp; Passages floor : 600 x 600 mm Vitrified tiles</li> <li>vii. Passage dado: 300x 300mm ceramic tiles up to 3 feet height</li> <li>viii. All class rooms floor: 600 x 600 mm Vitrified tiles</li> <li>ix. Music room, dance room, conference room: Wooden flooring</li> <li>x. Peripheral driveway: 6m concrete Tremix and remaining area in grass pavers</li> <li>xi. Lift architrave: Granite</li> <li>xii. Toilet door frame: Granite</li> <li>xiii. Wash basin counter: Granite</li> </ul>



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		xiv. Window sill: Granite
4	Water Proofing	i. Toilets : conventional sunk type with brick bat and chemical coating ii. Top terrace: PU membrane with screed protection. iii. Lift pit and retaining wall: Crystalline coating iv. Water tanks: Chemical coating with cement coba
5.	Water infrastructure and Plumbing	i. Fire tank capacity UGT and OHT: As per Fire NOC ii. Bore well/Tanker water tank: 35,000 lit iii. Filtered/treated water tank: 35,000 lit iv. Over head tank: 25,000 lit v. Sewage treatment plant: 50 KLD packaged type vi. Dual plumbing to recycle the STP treated for flushing and landscaping : UPVC vii. Pumps : Hydro-pneumatic with tank filling viii. Flushing system: Dual flush valves ix. Concealed pipes in toilets: UPVC & CPVC x. Drainage : PVC xi. Rising main: UPVC xii. Annual Maintenance and day to day operations shall be done by the Sub-Lessee. xiii. Water filtration and softener system shall be provided for a capacity 2500 lit per hour. xiv. Drinking water fountains and water coolers will be provided and installed by the Sub-lessee. The back end plumbing will be done by the Sub-Lessor. xv. Wash basin and required plumbing (water point and drainage) in composite science lab, Chemistry Lab, Biology lab, Physics lab, Trustee washroom, Principal and Vice principal washroom, Canteen, Infirmary.
6.	Electrical infrastructure and wiring	i. Exhaust fans in toilet ii. Light fixtures, ceiling fans and any other electro-mechanical fitting and equipment will be provided and installed by Sub-Lessee. iii. Transformer capacity: 630 KVA MSEDCL approved make iv. Diesel generator: 140 KVA v. Lightening arrestor vi. Voltage stabiliser/ UPS/ Surge arrestor shall be provided and installed by the Sub-Lessee to suit his equipment. vii. Makes of Cables: Lapp/Polycab





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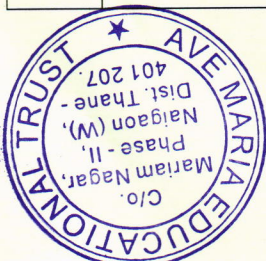
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		<p>viii. Switches: Anchor</p> <p>ix. MCB/DB/Switchgear: L&amp;T</p> <p>x. All rooms should have PVC conduiting for PA system, screen system, Telecom, CCTV and LAN (2 No's). Wiring and instruments for these systems shall be provided and installed by the Sub-Lessee.</p> <p>xi. Perimeter lighting</p> <p>xii. All rooms shall have point wiring for lights, fans, 1 nos. AC's, ICT board, Computer.</p> <p>xiii. Additional power sockets for music system in music room and dance room.</p> <p>xiv. Additional power sockets for 40 computers in Computer lab</p> <p>xv. Hand dryer point in common washroom, Admin Area, and in staff room washroom Trustee washroom, Principal and Vice Principal washroom.</p> <p>xvi. TV point in Trustee room, Principal and conference room, Meeting rooms, reception area</p> <p>xvii. Power sockets for refrigerator in Infirmary.</p> <p>xviii. Power socket for refrigerator, freezer, microwave oven in Canteen</p>
7.	HVAC	<p>i. All classrooms: 1 nos. AC point provision</p> <p>ii. AC will be provided and installed by Sub-Lessee</p>
8.	Fire fighting	<p>i. Fire doors are per Fire NOC</p> <p>ii. Pumps, risers, booster system and courtyard hydrant as per Fire NOC</p> <p>iii. Form B renewal shall be done by Sub-Lessee and the system shall be operated and maintained by the Sub-Lessee</p> <p>iv. Portable fire extinguisher in language lab, computer science lab, math lab, chemistry lab, Biology lab, Physics lab, Innovation lab, Computer room, Library, Trustee room, Principal room, Vice Principal room, conference room, coordinators room, counsellor room, admin and accounts room, server room, canteen, pantry, admission room,</p>
9.	Doors and windows	<p>i. Main entrance lobby: Aluminium and glass door with grill gate.</p> <p>ii. Toilet doors: 35 mm flush door with both side laminates.</p> <p>iii. Class room: 35mm flush door with both side laminate and vision panel</p> <p>iv. Windows: Powder coated aluminium windows</p>

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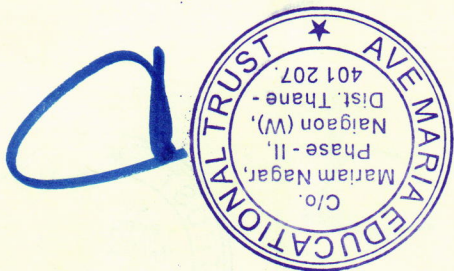
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		v. Door stoppers: magnetic
10.	Façade treatment	Saint Gobain reflective series glass as per architectural design.
11.	Grills & Railings	i. Staircase and passage railings: 4 feet height MS with oil paint ii. Window Grills: MS with oil paint and to be fixed from inside.
12.	Painting	Internal: Plastic emulsion of tractor emulsion or equivalent. External: Apex ultima or equivalent.
13.	CP and sanitary fittings	i. CP fittings: Jaquar continental series or equivalent ii. Sanitary fittings: Hindware or equivalent.
14.	Special design features	i. Differently abled access to be provided for 1 WC & basin inside each toilet ii. Ramps for differently abled. iii. Floor to floor height : 3600 mm iv. Basic landscape and boundary wall tree plantation v. Compound wall: 5 feet solid + 3 feet barbed wire vi. Security Guard room with glass windows vii. Two separate entrance with at least 4 m wide gate. viii. All storage racks and closets in all labs, admin areas, rooms, classrooms and anywhere in the building premises shall be provided and installed by the Sub-Lessee.
15.	Elevators	i. All 3 elevators shall be 15 Passenger stretcher lifts of Johnson or equivalent. ii. Automatic Rescue Device iii. Brail buttons iv. Floor announcement system



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Annexure "11"

(Rent Payment Chart)

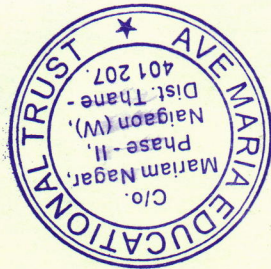


ANNEXURE - RENT CHART					
YEAR	PERIOD		AREA IN SQFT	RENT PSFT	MONTHLY RENT (INR)
	FROM	TO			
1	4/1/2022	3/31/2023	71935	30	2,158,050
2	4/1/2023	3/31/2024	71935	30	2,158,050
3	4/1/2024	3/31/2025	125021	30	3,750,630
4	4/1/2025	3/31/2026	125021	35	4,375,735
5	4/1/2026	3/31/2027	125021	35	4,375,735
6	4/1/2027	3/31/2028	125021	35	4,375,735
7	4/1/2028	3/31/2029	125021	52	6,501,092
8	4/1/2029	3/31/2030	125021	52	6,501,092
9	4/1/2030	3/31/2031	125021	52	6,501,092
10	4/1/2031	3/31/2032	125021	59.80	7,476,256
11	4/1/2032	3/31/2033	125021	59.80	7,476,256
12	4/1/2033	3/31/2034	125021	59.80	7,476,256
13	4/1/2034	3/31/2035	125021	68.77	8,597,694
14	4/1/2035	3/31/2036	125021	68.77	8,597,694
15	4/1/2036	3/31/2037	125021	68.77	8,597,694
16	4/1/2037	3/31/2038	125021	79.08	9,887,348
17	4/1/2038	3/31/2039	125021	79.08	9,887,348
18	4/1/2039	3/31/2040	125021	79.08	9,887,348
19	4/1/2040	3/31/2041	125021	90.94	11,370,451
20	4/1/2041	3/31/2042	125021	90.94	11,370,451
21	4/1/2042	3/31/2043	125021	90.94	11,370,451
22	4/1/2043	3/31/2044	125021	104.59	13,076,018
23	4/1/2044	3/31/2045	125021	104.59	13,076,018
24	4/1/2045	3/31/2046	125021	104.59	13,076,018
25	4/1/2046	3/31/2047	125021	120.27	15,037,421
26	4/1/2047	3/31/2048	125021	120.27	15,037,421
27	4/1/2048	3/31/2049	125021	120.27	15,037,421
28	4/1/2049	3/31/2050	125021	138.32	17,293,034
29	4/1/2050	3/31/2051	125021	138.32	17,293,034

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Friday, January 22, 2021  
1:47 PM

पावती

Original/Duplicate

Regn.:39M

पावती क्र.: 1805 दिनांक: 22/01/2021

गावाचे नाव: कोथरूड

दस्तावेजाचा अनुक्रमांक: हवल21-1260-2021

दस्तावेजाचा प्रकार : कुलमुखत्यारपत्र

सादर करणाऱ्याचे नाव: श्री. गणेश सीताराम कानगुडे - -

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

₹. 200.00

पृष्ठांची संख्या: 10

एकूणः

रु. 300.00

આપણાસ મૂલ દસ્ત, ચંબનેલ પ્રિંટ, સૂચી-૨ અંદાજે  
2:05 PM હ્યા વેલેસ મિલેસ.

बाजार मुल्य: रु.0.0/-

बाजार मुल्य: रु.0.0/-

मोबदला रु.0/-

अरलेले मुद्रांक शुल्क : रु. 500/-

1) देयकाला प्रकार: DHC रकम: रु.200/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 2810202013873 दिनांक: 22/01/2021

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु.100/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH010087305202021E दिनांक: 22/01/2021

बकिचे नाव व पत्ता:

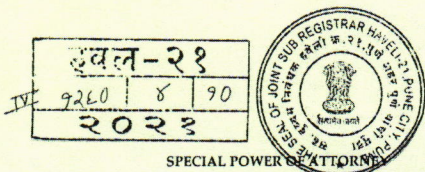
GRN MH01005905502021E		BARCODE	Date 13/01/2021-12:22:24	Form ID : 4f(1)	
<b>Deduction</b> Inspector General Of Registration Stamp Duty Type of Payment Registration Fee			<b>Payer Details</b> TAX ID / TAN (If Any)  PAN No.(If Applicable) AOCPEZQRL		
Office Name HVL22_HAVELI 22 JOINT SUB REGISTRAR			Full Name Aditya Vilas Javdekar		
Location PUNE					
Year 2020-2021 One Time			Flat/Block No. 308		
Account Head Details		Amount In Rs.	Premises/Buiding		
0030049401 Stamp Duty		500.00	Road/Street Kothrud		
0030063301 Registration Fee		100.00	Area/Locality Pune		
			Town/City/District		
			PIN		
			Remarks (If Any)		
			PAN2=BJKP9K000E - SecondPartyName=GANESH SITARAM KANGUDE-		
			Amount In Six Hundred Rupees Only		
₹ 600.00			Words		
Payment Details BANK OF MAHARASHTRA			FOR USE IN RECEIVING BANK		
Cheque-DD Details			Bank CIN Rel. No. 0230042021011394366 216134022456		
Cheque/DD No.			Bank Date RBI Date 13/01/2021-12:25:01 14/01/2021		
Name of Branch			Bank/Branch BANK OF MAHARASHTRA		
Name of Branch			Scroll No., Date 10114, 14/01/2021		
Defacement ID : NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. गुप्त विलेन केवल दफतरे में नमूद कागजातों को दर्ज करने हेतु ही वैध है। अनपंजीकृत दस्तावेज़ों के लिए नहीं मान्य है।					
Validity unknown					
Challan Defaced by [Signature] Reason for Defacement: Under Section 17(2)(ii) of the Maharashtra Land Revenue Code, 1948, as amended, it has been provided that if a document is found to be defaced or tampered with, the same shall be liable to be cancelled and the amount paid thereon shall be forfeited to the Government. विलेन द्वारा चालान पर किए गए बदलावों की वजह से यह चालान निरस्त किया जा रहा है। इसका कोई भी पैसा वापस नहीं मिलेगा।					
Sr. No.	Deftamnt No.	Defecation Date	Userid	Defecation Amount	
1	(S)-522-1260	0004675922202021	IGR028	100.00	
2	(S)-522-1260	0004675922202021	IGR028	500.00	
Total Defacement Amount				600.00	

<b>Department of Stamp &amp; Registration, Maharashtra</b>	
<b>Receipt of Document Handling Charges</b>	
PRN 2816022013873	Date 28/10/2020
Received from KALPANA VILAS JAVDEKAR, Mobile number 9158002947, an amount of Rs.200/-, towards Document Handling Charges for the Document to be registered(SARITA) in the Sub Registrar office Joint S.R. Havelli 15 of the District Pune.	
<b>Payment Details</b>	
Bank Name MAHAB	Date 28/10/2020
Bank CIN 100041520200102912223	REF No. 008112514
This is computer generated receipt, hence no signature is required.	

हवल-२१  
9260 2 90  
2028

<div style="border: 2px solid black; padding: 5px; display: inline-block;"> <h2 style="margin: 0;">हवल-२१</h2> </div>																							
<div style="display: flex; justify-content: space-around;"> <span>१२६०</span> <span>३</span> <span>१०</span> </div>																							
<div style="border: 2px solid black; padding: 5px; display: inline-block;"> <h2 style="margin: 0;">२०२१ CHALLAN</h2> </div>																							
<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>MR Form Number</small> </div>																							
GRN		MH101008730520221E		BARCODE				Date		13/01/2021-12:22:24		Form ID		48(f)									
<b>Department</b> Inspector General Of Registration								<b>Payer Details</b>															
Stamp Duty <b>Type of Payment</b> Registration Fee								<b>TAX ID / TAN (If Any)</b>															
								<b>PAN No.(If Applicable)</b> ADGP.2402L															
<b>Office Name</b> HVL22_HAVELI 22 JOINT SUB REGISTRAR								<b>Full Name</b> Aditi Vilas Jevdakar															
<b>Location</b> PUNE																							
<b>Year</b> 2020-2021 One Time								<b>Flat/Block No.</b> 308															
<b>Account Head Details</b>						<b>Amount in Rs.</b>						<b>Premises/Building</b>											
0030046401 Stamp Duty						500.00						Road/Street Kothrud											
0030063301 Registration Fee						100.00						Area/Locality Pune											
												Town/City/District											
												PIN											
												4 1 1 0 3 8											
								<b>Remarks (If Any)</b>															
								PAN2-BKZPK9303E-SecondPartyName=GANESH SITARAM															
								KANGUDE-															
								<b>Amount in</b> Six Hundred Rupees Only															
<b>Total</b> 600.00								<b>Words</b>															
<b>Payment Details</b>												<b>FOR USE IN RECEIVING BANK</b>											
<b>BANK OF MAHARASHTRA</b>																							
<b>Cheque-DD Details</b>												<b>Bank CIN</b> Ref. No. 02300042021011394368 210134022456											
<b>Cheque/DD No.</b>												<b>Bank Date</b> RBI Date 13/01/2021-12:25:01 Not Verified with RBI											
<b>Name of Bank</b>												<b>Bank-Branch</b> BANK OF MAHARASHTRA											
<b>Name of Branch</b>												<b>Scroll No. , Date</b> Not Verified with Scroll											
<b>Disclaimer:</b> This Challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.																							
<b>NOTE:-</b> This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.																							
<b>संदर्भ पत्रक कोषा दुपुत्रा नित्यक कार्यवाहा नोदणी कवावाया देवाही लघु आहे. नोदणी न कवावाया देवाही सादर चाला लागू आहे।</b>																							





THIS SPECIAL POWER OF ATTORNEY IS MADE AND EXECUTED ON THIS 22<sup>nd</sup> DAY OF January, 2021, AT PUNE.

By:

MR. ADITYA VILAS JAVDEKAR  
Age: 41 Years, Occ.: - Business,  
PAN No. ADCPJ2402L  
Office No. 306, Siddharth Towers,  
Sangam Press Road, Kothrud, Pune, 411 038.

Hereinafter referred to as the 'Executant/First Part',

To,

1) MR. GANESH SITARAM KANGUDE  
Age: 31 Years, Occ.: Service,  
R/at: 120, Kishkinda Nagar, Kothrud, Pune.  
PAN No. BKZPK9303E

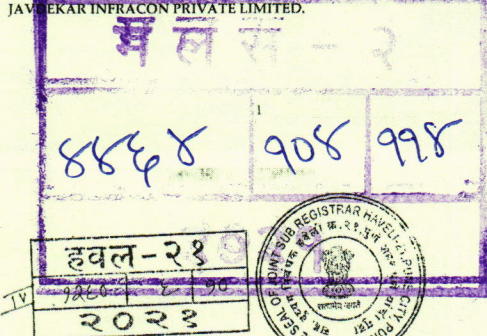
2) MR. DHANRAJ KACHARU TAWARE  
Age: 38 Years, Occ.: Service,  
R/at: Jadhav Nagar, Venutai College Road,  
Opp. Vastudharshan Building, Wadgaon Budruk,  
Pune - 411041.  
PAN NO. ARUPT4726H

Hereinafter referred to as the 'Attorney's /Second Party'

Whereas:

A) The Attorney's herein are the employees of the Executant.

B) The Executant is a partner of the partnership firm namely M/s. VILAS JAVDEKAR ECO HOMES & VILAS JAVDEKAR GREENSCAPE DEVELOPES LLP, constituent member of Joint venture namely Prime Properties and directors of private companies namely M/S. VILAS JAVDEKAR LIFESTYLE DEVELOPERS PRIVATE LIMITED (Previously known as M/S. VILAS JAVDEKAR PREMIUM DEVELOPMENTS PRIVATE LIMITED), M/S. VILAS JAVDEKAR ECO DEVELOPERS PRIVATE LIMITED, M/S. VILAS JAVDEKAR ECO SHELTERS PRIVATE LIMITED, VILAS JAVDEKAR INFRACON PRIVATE LIMITED, VILAS JAVDEKAR INFRACON PRIVATE LIMITED.



In Witness Whereof we Executant herein, has signed hereunder at Pune on the date mentioned above.

MR. ADITYA VILAS JAVDEKAR

Executant

We Accept the Powers

1. MR. GANESH SITARAM KANGUDE

2. MR. DHANRAJ KACHARU TAWARE

Power of Attorney Holder

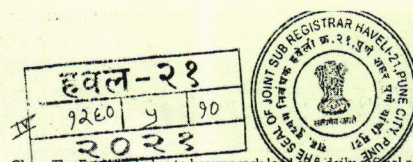
In the presence of witnesses:

1) Mayur Patil

Kothrud  
Pune - 411052

2) Suresh Surve

Kothrud  
Pune - 411038



C) The Executant due to heavy work load and daily official assignments, it is not possible him to attend the registrar's office for the purpose to admit the execution before the sub-registrar and to complete the registration of the same and therefore, the Executant desire to appoint the attorney's for the specific purpose to admit the execution of any kind of Agreements, Deeds and documents before the concern sub-registrar or any other competent authority.

Now, Therefore, the Executant in his personal capacity and/or in the capacity of Partner and / or Director/ and / or power of attorney holder and authorised signatory of the above mentioned Partnership firm/ Companies/ Joint venture herein do hereby appoint, nominate and constitute the Second Party herein MR. GANESH SITARAM KANGUDE, Age: 31 Years, Occupation: Service, R/at: 120, Kishkinda Nagar, Kothrud, Pune, and/or MR. DHANRAJ KACHARU TAWARE Age: 38 Years, Occupation: Service, R/at: Jadhav Nagar, Venutai College Road, Opp. Vastudharshan Building, Wadgaon Budruk, Pune, as his true and lawful attorney to carryout and perform all or any of the following act, deeds and matters in his name and his behalf either jointly or individually.

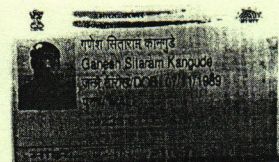
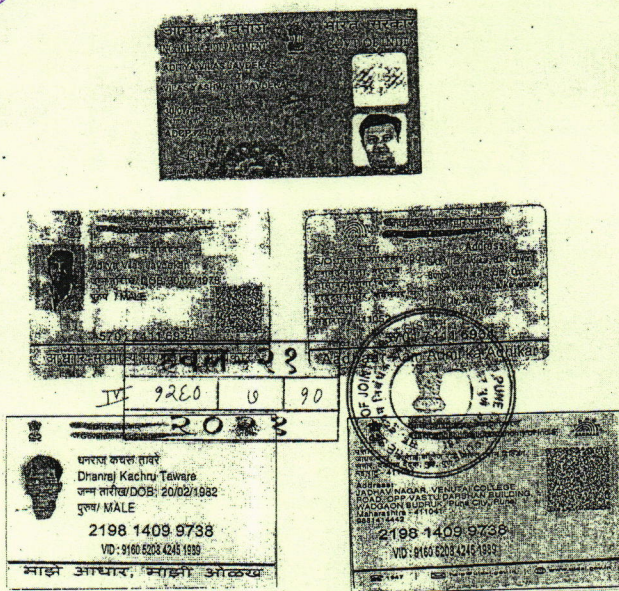
1) To appear before the concern Sub - Registrar of assurances, deed /s under Acts or law for the time being in force or otherwise for registration of any documents, Agreement/s and deeds at any time and to present and register or caused to be registered and admit any execution, sign, all the requisite documents, pay of the registration charges, obtain receipts etc, if any to the said are necessary for duly registration of documents for the , purpose of complete the transactions in all respects.

2) I hereby appointing the aforesaid attorney's for only specific purpose to admit the Execution/sign of the agreement/s, deed/s & document/s etc before the Sub-registrar or any other Competent Authority and register the same.

3) Executant state that, this Power of Attorney is revocable. Revocation of this Power of Attorney /s shall only be effected by executing Revocation Deed signed by Executant and constituted attorney of this power of attorney OR on 31<sup>st</sup> January, 2022, whichever is earlier. Till such instrument / date does not come before person or authority upon this Power of Attorney then such person or authority shall presume that the Power of Attorney is in existences and enforceable by law in all respect.

4) I Executant herein do hereby undertake to confirm and ratify the all acts, deeds, and things to be carried out by our Said Attorney's , as if the same shall be deemed to be carried out by me in person honestly and the Attorney's assures that they will not misuse these powers to do any act, deed, oral or written agreement, etc. that will cause financial/mental harm to the Executant.

5) This Power of Attorney is non-transferable and Power of Attorney Holder/s can't further delegate and assign their powers which they obtained under this Power of Attorney to any person.









### घोषणापत्र

मी. श्री. गणेश सिताराम कानगुडे / धनराज कचरु तावरे याद्वारे  
घोषित करतो की दुय्यम निबंधक हवेली / मुळशी क्र. 2 यांचे  
कार्यालयात भाडेपत्र या शिर्षकाचा दस्त नोंदणीसाठी  
सादर करण्यात आला आहे.

श्री. आदित्य विलास जावडेकर यांनी दिनांक - 22/01/2021 रोजी  
दस्त क्र. 1260/2021 हवेली 21 नुसार मला दिलेल्या कुलमुखत्यारपत्राच्या  
आधारे मी सदर दस्त नोंदणीस सादर केला आहे / निष्पादित करून कबुलीजबाब  
दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले  
नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही.  
किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही.  
सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः  
सक्षम आहे.

सदरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम 1908 चे कलम  
82 अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

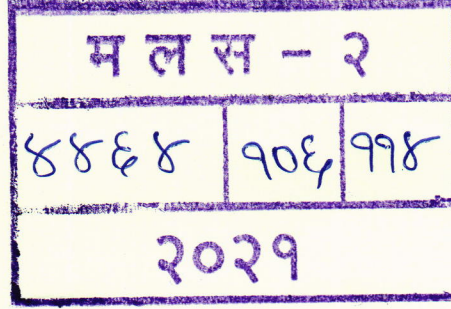
दिनांक - 10/03/2021

*(Signature)*

कुलमुखत्यारपत्र धारकाचे नाव व सही

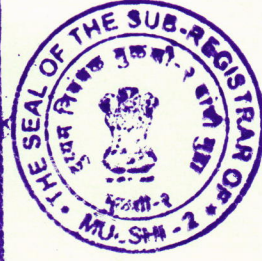
श्री. गणेश सिताराम कानगुडे

श्री. धनराज कचरु तावरे





म ल स - २		
४४६४	१०६	११४
२०२१		



आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

ADITYA VILAS JAVDEKAR

VILAS YASHWANT JAVDEKAR

30/07/1978  
Permanent Account Number  
ADCPJ2402L

Signature

31032009

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

VILAS JAVDEKAR ECO SHELTERS  
PRIVATE LIMITED

25/02/2013

Permanent Account Number  
AAECV3556D

16032013

भारत सरकार  
GOVERNMENT OF INDIA

भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

आदित्य विलास जावडेकर  
Aditya Vilas Javdekar

जन्म तारीख/ DOB: 30/07/1978

पुरुष / MALE

पत्ता:  
S/O: विलास जावडेकर, 80, यशवंत बंगला, नटराज सोसायटी, गंगा विष्णू हाइट्स समोर, कर्वेनगर, पुणे शहर, पुणे, महाराष्ट्र - 411052

Address:  
S/O: Vilas Javdekar, 80, Yashwant Bungalow, Nataraj Society, Opp. Ganga Vishnu Heights, Karvenagar, Pune City, Pune, Maharashtra - 411052

5701 7411 6934

5701 7411 6934

आधार-सामान्य माणसाचा अधिकार Aadhaar-Aam Admi ka Adhikar

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

GANESH SITARAM KANGUDE

SITARAM KANGUDE

07/11/1989  
Permanent Account Number  
BKZPK9303E

Signature

23102009

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

DHANRAJ KACHRU TAWARE

KACHRU BHAOOSAHEB TAWARE

20/02/1982  
Permanent Account Number  
ARUPT4726H

Signature

17012013



# Ave Maria Educational Trust

( Regd. No. E-15009 (Mumbai)

C/o. Mariam Nagar, Phase-II, Naigaon (West), Dist.-Thane.

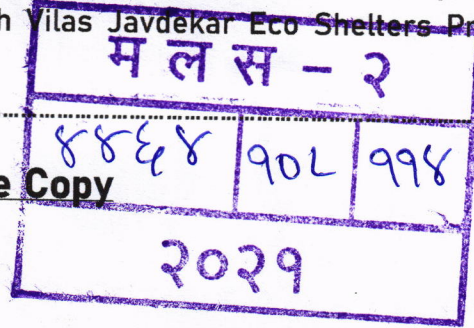
Ref, No. : \_\_\_\_\_

Date : \_\_\_\_\_

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF TRUSTEES HELD AT REGISTERED OFFICE OF THE TRUST AT C/o MARIAM NAGAR, PHASE - II, NAIGAON WEST, DIST. THANE ON 15<sup>th</sup> FEBRURARY 2021 AT 11.30A.M.**

RESOLVED THAT Mr. Vincent Elias Albuquerque Son of Mr. Elias Albuquerque, aged about 51 years residing at No. 101, Ashoka Tower, Kulupwadi Road, Near National Park, Borivali East, Mumbai - 400066 is hereby Authorised to sign and execute the SALE DEED / Lease Deed / Sub Lease Deed and to appear before any Registrar or Sub-Registrar of Assurances, to admit the execution by our Trust of the Sale deed / Lease Deed / Sub Lease Deed and/or procure registration thereof and to procure the registration of any documents that our Trust may execute or our authorized person may execute on behalf our Trust the Sublease Deed with respect to the property all that piece and parcel of land admeasuring 7822.64 sq.mt at S. No 286/4/1/B Amenity Space at Village Maan, Taluka Mulshi, Dist. Pune with Vilas Javdekar Eco Shelters Private Limited.

**Certified True Copy**



Date: 15-02-2021

For AVE MARIA EDUCATIONAL TRUST

Authorised Signatory





आयकर विभाग  
INCOME TAX DEPARTMENT

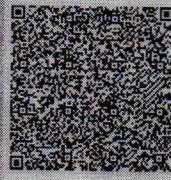


भारत सरकार  
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

AAATA0179Q

नाम / Name  
AVE MARIA EDUCATIONAL TRUST



निगमन/गठन की तारीख  
Date of Incorporation/Formation  
10/10/1993

10092020

*Handwritten signature*

म ल स - २		
४४६४	१०८	११४
२०२१		





आयकर विभाग  
INCOME TAX DEPARTMENT  
VINCENT E ALBUQUERQUE  
ELIAS ALBUQUERQUE  
04/01/1970  
Permanent Account Number  
AGVPA9237E  
Signature  
भारत सरकार  
GOVT. OF INDIA  
23/03/2005

AD

म ल स - २		
४४६४	९९०	९९४
२०२९		







भारतीय विशिष्ट ओळख प्राधिकरण  
भारत सरकार  
Unique Identification Authority of India  
Government of India

नोंदविण्याचा क्रमांक / Enrollment No 1207/02529/01342

To,  
विनसेंट एलियास अलबुर्क्कर  
Vincent Elias Albuquerque  
A/101, Ashoka Tower  
Kulupwadi Road  
Near National Park Borivali East  
Mumbai  
Borivali East Mumbai Mumbai  
Maharashtra 400066  
9821027269

15/07/2013

म ल स - २		
४४६४	९९९	९९४
२०२९		



Ref: 39 / 10D / 58014 / 59723 / P



SE041237029FT



आपला आधार क्रमांक / Your Aadhaar No. :

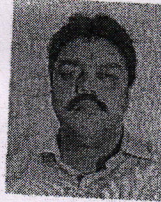
**7904 3140 0430**

आधार - सामान्य माणसाचा अधिकार



भारत सरकार

Government of India



विनसेंट एलियास अलबुर्क्कर  
Vincent Elias Albuquerque  
जन्म तारीख / DOB : 04/01/1970  
पुरुष / Male



**7904 3140 0430**

आधार - सामान्य माणसाचा अधिकार

*(Handwritten signature)*



**CERTIFIED TRUE COPY OF THE RESOLUTIONS PASSED BY THE DIRECTORS OF VILAS JAVDEKAR ECO SHELTERS PRIVATE LIMITED ON AUGUST 24, 2020 AT THE REGISTERED OFFICE OF THE COMPANY 306 SIDDHARTH TOWERS, SANGAM PRESS ROAD, KOTHRUD, PUNE 411038 AT 1.00 PM**

The Chairman, Shri Vilas Javdekar informed the Board that the Company has acquired a plot of land admeasuring 7822.64 sq.mt. at S.No. 286/4/1/B/Amenity Space at Village Mann, Taluka Mulshi, Dist. Pune on lease basis from Pune Metropolitan Region Development Authority (PMRDA). The said plot is an amenity plot and is required to be utilised for specific purposes approved by PMRDA. The Company proposes to utilise the plot for educational school purpose and intends to build a school building on the said plot and sub-lease the said plot and school building to AVE MARIA EDUCATIONAL TRUST for running an educational school on the plot. The said sub-lease of the land and building thereon is approved by PMRDA.

The Chairman further informed that the Company intends to negotiate, discuss and enter into suitable agreements with AVE MARIA EDUCATIONAL TRUST for sub-lease of the plot. The Company shall also be submitting and executing documents with PMRDA to give effect to the sub-lease of the plot.

After some discussions, the following resolutions were passed unanimously:

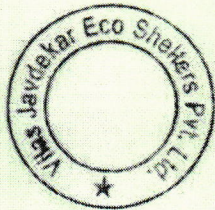
“RESOLVED that any one of the Directors of the Company viz. Vilas Yashwant Javdekar and Aditya Vilas Javdekar are severally authorised to negotiate, discuss, communicate, accept, convey approvals and execute various documents including the sub-lease agreement with AVE MARIA EDUCATIONAL TRUST for sub-leasing the plot of land admeasuring 7822.64 sq.mt. at S.No. 286/4/1/B/Amenity Space at Village Mann, Taluka Mulshi, Dist. Pune acquired by the Company on lease basis from Pune Metropolitan Region Development Authority (PMRDA) for a period of 29 years.

RESOLVE FURTHER that any one of the Directors of the Company viz. Vilas Yashwant Javdekar and Aditya Vilas Javdekar are severally authorised to communicate, convey, accept any changes, modifications, amendements with any documents communicated, executed, accepted with reference to the above sub-lease.

RESOLVE FURTHER that any one of the Directors of the Company viz. Vilas Yashwant Javdekar and Aditya Vilas Javdekar are severally authorised to communicate, convey and execute any document to PMRDA, Office of Tahasildar and Sub-Registrar, any other Government / statutory authority, any bank, lender or any other third party regarding the above sub-lease.

RESOLVE FURTHER that any one of the Directors of the Company viz. Vilas Yashwant Javdekar and Aditya Vilas Javdekar are severally authorised to affix common seal of the Company on any document, wherever necessary.

RESOLVE FURTHER that any one of the Directors of the Company viz. Vilas Yashwant Javdekar and Aditya Vilas Javdekar are severally authorised to provide certified true copy of these resolutions to any third party.”



Certified True Copy  
For Vilas Javdekar Eco Shelters Pvt. Ltd.

*[Signature]*  
Aditya Javdekar, Director

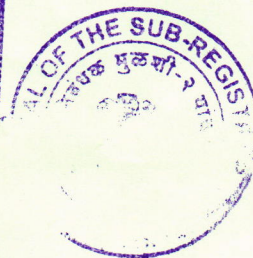
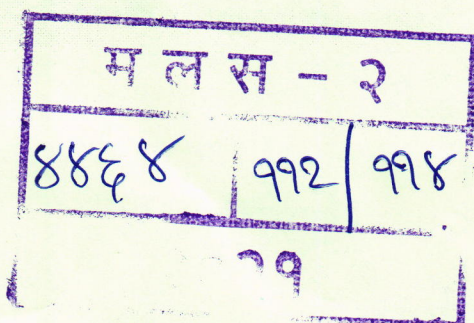
**Vilas Javdekar Eco Shelters Pvt. Ltd.**

306, Siddharth Towers, Sangam Press Road, Kothrud, Pune 411 038 INDIA

CIN : U45200PN2013PTC146349

+91 20 6764 8000 [www.javdekars.com](http://www.javdekars.com)

[admin@javdekars.com](mailto:admin@javdekars.com)





453/4464

बुधवार, 10 मार्च 2021 12:08 म.नं.

दस्त गोषवारा भाग-1

मलस २

दस्त क्रमांक: 4464/2021

दस्त क्रमांक: मलस २ /4464/2021

बाजार मूल्य: रु. 25,83,95,800/-

मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु. 1,29,19,800/-

दु. नि. सह. दु. नि. मलस २ यांचे कार्यालयात

अ. क्र. 4464 वर दि. 10-03-2021

रोजी 12:04 म.नं. वा. हजर केला.

पावती: 5105

पावती दिनांक: 10/03/2021

सादरकरणाराचे नाव: विलास जावडेकर इको शेल्टर्स प्रा. ली. तर्फे संचालक श्री. आदित्य विलास जावडेकर तर्फे नोंदणी करिता कु. मु. धारक श्री. धनराज तावरे -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2000.00

पृष्ठांची संख्या: 100

दस्त हजर करणाऱ्याची मही:

एकुण: 32000.00

MLS2

सह दुय्यम निबंधक

श्रेणी - १, मुळशी - २

कमी पडलेली पाने फी रु. 300/-  
 पावती क्रमांक 474E दि. 9.3.2021  
 DHC NO. 920320290662  
 अन्वये वसुल

MLS2

सह दुय्यम निबंधक

श्रेणी - १, मुळशी - २

मुद्रांक शुल्क: (दोन) कोणत्याही नगरपालिका किंवा नगर पंचायत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा मुंबई महानगर प्रदेश ॥ विकास प्रा. अधिकरणाच्या हद्दीत असलेल्या कोणत्याही ग्रामीण क्षेत्रात, किंवा मुंबई मुद्रांक (मालमत्तेच्या प्रत्यक्ष बाजार मूल्याचे निधारण) नियम, 1995 अन्वये प्रकाशित झालेल्या वार्षिक विवरणपत्रातील दराप्रमाण प्रभाव क्षेत्रात.

शिक्का क्र. 1 10 / 03 / 2021 12 : 04 : 56 PM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 10 / 03 / 2021 12 : 06 : 28 PM ची वेळ: (फी)

## प्रतिज्ञापत्र

सादर दस्तावेज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. दस्तातील संपूर्ण मजकुर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची आणि दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी खालील दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील

लिहून देणार

लिहून घेणार



CLP

Stam





10/03/2021 12 09:37 PM

दस्त गोपवारा भाग-2

मलमर

११४/११४

दस्त क्रमांक:4464/2021

दस्त क्रमांक :मलमर/4464/2021

दस्ताचा प्रकार :-भाडेपट्टा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:विलास जावडेकर इको शेल्टर्स प्रा. ली. तर्फे संचालक श्री.आदित्य विलास जावडेकर तर्फे नोंदणी करिता कु. मु. धारक श्री. धनराज तावरे - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: 306, सिद्धार्थ टॉवर्स, संगम प्रेस रोड, कोथरुड, पुणे, महाराष्ट्र, पुणे. पॅन नंबर:AAECV3556D	मालक वय :-39 स्वाक्षरी:- 		
2	नाव:एवे मारीया एज्युकेशन ट्रस्ट तर्फे ट्रस्टी विन्सेंट अलवुर्क - भाडेकरू - वय :-42 पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: मारिअम नगर, फेज 2, नायगांव (वेस्ट), जिल्हा ठाणे, महाराष्ट्र, ठाणे. पॅन नंबर:AAATA0179Q	स्वाक्षरी:- 		

वरील दस्तऐवज करून देणार तथाकथीत भाडेपट्टा चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिक्षा क्र.3 ची वेळ:10 / 03 / 2021 12 : 07 : 31 PM

ओळख:-

मदर इमम दुय्यम निबंधक यांच्या ओळखीचे असून दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:वकील, प्रशांत के. परमार - - वय:35 पत्ता:कोथरुड, पुणे पिन कोड:411038		

शिक्षा क्र.4 ची वेळ:10 / 03 / 2021 12 : 07 : 46 PM

शिक्षा क्र.5 ची वेळ:10 / 03 / 2021 12 : 08 : 06 PM नोंदणी पुस्तक 1 मध्ये

M/S2

सह दुय्यम निबंधक  
Payment Details.

श्रेणी - १, मुळशी - २

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1		Certificate	1030	PUNE	12919800	SD		
2		eChallan		MH012750643202021E	30000	RF	0006099407202021	10/03/2021
3		DHC		0803202118445	2000	RF	0803202118445D	10/03/2021

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

4464 /2021

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एकूण:११४.... पाने आहेत

सह दुय्यम निबंधक श्रेणी-१  
मुळशी-२सह दुय्यम निबंधक श्रेणी-१  
मुळशी-२  
दिनांक:-१०/०३/२०२१