LEASE DEED

BY AND BETWEEN:

MRS. RITU ATUL ZANZARI, SMT. BAIJAYANTI AMIT SARKAR, SMRITI NEERAJ TIWARI

AND

PODAR EDUCATION & SPORTS TRUST

DATED :- 24-08-2016

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LEASE DEED

This Lease Deed (the "Lease Deed") is made and executed at WASHIM on this 24th day of August, 2016 by and between;

MRS. SMT. RITU ATUL ZANZARI, SMT. BAIJAYANTI AMIT SARKAR, SMRITI NEERAJ TIWARI residing at Chandrapur, hereinafter referred to as "Lessor" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, liquidators, administrators and permitted assigns) of the ONE PART;.

AND

1. PODAR EDUCATION & SPORTS TRUST, a Trust registered under the Bombay Public Trust Act having its head office at Podar Centre, 85, Chamarbaug Post office lane, Dr. Ambedkar road, Parel Mumbai -440012 and acting through its authorised signatory Shri. Pavan Podar (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the Trustees for the time being and from time to time of the said Trust and the sole surviving Trustee and his/her executors or assigns)

The Lessor and the Lessee shall hereinafter be individually referred to as "Party" and collectively as "Parties".

WHERAS

- A) The Lessor herein is the owner of and absolutely seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land lying, being and situated at Survey no. 116, Jhakalwadi, Akola Road, Dist, Washim admeasuring 90000 sq. ft. hereinafter referred to as the "Said Plot".
- B) The Lessee is an educational foundation set up for the purpose of running schools in a professional, modern and ethical manner. The Lessee has expressed its desire to take the Plot on lease basis for the purpose of setting up and running a primary and secondary level school and the Lessor has agreed to grant on 'lease' basis and handover the physical possession of the Plot to the Lessee for the said purpose of setting up and running a school on the Plot for a term of 30 (thirty)

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years and the Lessee is desirous of taking on lease the Plot, on the terms and conditions hereinafter mentioned.

- C) The Lessee has independently verified that the Lessor is the absolute owner of the Plot and has also perused all the original documents, deeds and writings in relation to the Plot and has satisfied itself that the Lessor has clear and marketable title to the Plot free from encumbrances.
- D) In relation to the aforesaid the Parties entered into a memorandum of understanding on 9th Sept 2015 ("MOU") to capture the intent of executing this Lease Deed. Pursuant to the execution of the MOU, the Lessor has agreed to construct a building at his own cost in 3 (Three) phases in the manner as set out in the table mentioned seperatly in Annexure- 4:.
- E) Pursuant to the execution of the MOU the Lessor has initiated the construction of building (Phase 1) as per the specifications provided in this Lease Deed and is also providing Approx 65000 Sqft (Sixty five thousand) square feet open area for playground, garden and other activities.
- F) The Lessee has agreed to take the Plot and the Building (hereinafter collectively referred to as the "Demised Premises") on lease and the Lessor has agreed to grant the Demised Premises on the lease to the Lessee subject to and on the terms and conditions hereinafter agreed to between the Parties. 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. INTERPRETATION

In this Lease Deed:

- Recitals hereinabove mentioned shall be treated as and form a part of the operative part of this Lease Deed;
- Unless the context otherwise requires, capitalised terms defined in this Lease Deed by inclusion in quotations and/or parenthesis have the meanings so ascribed;
- 1.3. The descriptive headings of the Clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this Lease Deed;



- 1.4. The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Lease Deed to any Person or Persons or circumstances as the context otherwise permits;
- 1.5. The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this Lease Deed mean and refer to this Lease Deed and not to any particular section of this Lease Deed;
- 1.6. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings; the headings and bold interfaces shall be ignored while construing the provisions of this Lease Deed;
- 1.7. Any reference to a clause, annexure, sub-clause, paragraph, sub-paragraph, schedule or recital is a reference to a clause, annexure, sub-clause, paragraph, sub-paragraph, schedule or recital of this Lease Deed;
- 1.8. Any reference to any statute shall be construed as including all statutory provisions consolidating, amending or replacing such statute, now existing or in force hereafter;

The term, "including" shall mean "including, without limitation". The term "including" is only illustrative and not exhaustive;

Unless otherwise specified whenever any payment is to be made or action to be taken under this Lease Deed is required to be made or taken on a holiday, such payment shall be made or action taken on the immediately following day which is not a holiday; and

The schedules and annexure annexed to this Lease Deed form an integral part of this Lease Deed.

DEFINITIONS

In this Lease Deed, except to the extent the context otherwise requires:

"Applicable Law" shall mean any statute, law, regulation, ordinance, rule, judgment, notification, order, decree, bye-law, permits, licenses, approvals, consents, authorisations, government approvals, directives, guidelines, requirements or other governmental restrictions, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question, in effect as of the date of this Lease Deed.

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"Building" means the building constructed under Phase I, Phase II, Phase III and any subsequent phases on the Plot as mentioned in Recital D.

"Demised Premises" shall have the meaning ascribed to it in Recital F.

"Lease Deed" shall mean the lease deed for the Demised Premises and any duly executed written modifications thereto as may be agreed between both the Parties from time to time.

"Lock in Period" shall have the meaning ascribed to it in Article 5.2 of this Lease Deed.

"Lease Term" shall have the meaning ascribed to it in Article 5.1 of this Lease Deed.

"Monthly Compensation/Lease Charges" shall have the meaning ascribed to it in Article 6.1 of this Lease Deed.

"Security Deposit" shall have the meaning ascribed to it in Article 6.7

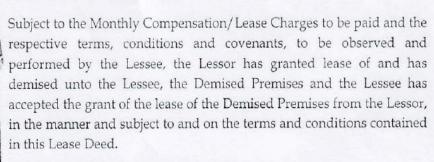
"Phase I" shall have the meaning ascribed to it in Recital D.

"Phase II" shall have the meaning ascribed to it in Recital D.

"Phase III" shall have the meaning ascribed to it in Recital D.

"Plot" shall have the meaning ascribed to it in Recital A.

3. GRANT OF LEASE



DEVELOPMENT OF THE DEMISED PREMISES

A constructed area of Approx 45000 (Fourty five Thousand only) square feet shall be developed by the Lessor in 3 (three) phases at its own cost, which shall comprise of the inside area of classroom, staffroom, laboratory, library, canteen, store room, conference room, any other room, passage on each floor, lift, toilets and staircases ("hereinafter referred to as the "Carpet Area"). The construction of all the three phases shall take place in the manner mentioned in Annexure-4:

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This Lease Deed shall be binding upon and ensure to the benefit of, each of the Parties hereto and their respective successors.

IN WITNESS WHEREOF the Parties have put their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED by and on behalf of ______, Represented by its Authorized Signatory;

MRS. RITU ATUL ZANZARI, Trough P/O Atul Rameshkumar Zanzari





SMT. BAIJAYANTI AMIT SARKAR, Trough P/O Amit Binodkumar Sarkar

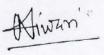






SMRITI NEERAJ TIWARI Trough P/O Neeraj RamashrayTiwari







in the presence of:

Witnesses:

 Rajendra Nandlal Gangwal Age 51 R/o Washim. Tq. And Dist. Washim.





2. Prasad Sureshrao Nirkhi Age 36 Rowashim. Tq. And Dist. Washim.

SIGNED AND DELIVERED by and on behalf of PODAR EDUCATION & SPORTS TRUST, Represented by its Authorized-Signatory; AMAN MORESHWAR TEMURDE in the presence of:



Witnesses:

Rajendra Nandlal Gangwal Age 51.
R/o Washim. Tq. And Dist. Washim.



Prasad Sureshrao Nirkhi Age 36
R/o Washim. Tq. And Dist. Wash.

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सह दुय्यम निबंधक वर्ग-2 कार्यालय, वाशिम

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(y) नांव — — — — — — — — — — सही	

