

This indenture made on 19th day of Feb. 2013 between
M/s Perfect solutions, through its Partner - Mr. Baljeet Arora S/o Late Shree Jaswant Singh
Arora Age 48 yrs Occupation Business R/o C-17/15, Mahakal Vanijya Kendra Ujjain M.P.
hereinaster referred to as the Lessor (which expression shall unless excluded by or repugnant to the
context mean & include his / her heirs, executors administrators and assignees of the one part)

AND

Poddar Education Trust, Bearing registration No. BNG (U)-JNR 572/2004-2005 registered before Senior Sub Registrar, Jayanagar Banglore City under The Trust Act having its office at Podar Centre, 85, Chamar Bagh, P.O. Lane, Parel (East), Mumbai 400 012 hereinafter referred to as lessee, represented by its Development Manager Mr. Dipak Didwania S/o Shri Sanwarmal Didwania R/o, Flat No. 21 No-B-18 Brindaban Bldg. Ngr. Shreerang Soc. Thana. who is authorized by Power of Attorney dated 14/02/2013, Document No. 934/2013 Sub Registrar Mumbai City No. 2.

WHEREAS

- A. The lessor is the owner of the Open Land Survey No. 527/5, 530/2, 531/11, 535/6, 536/1, 536/3, 527/1, 526/3 situated at Village Matana, Teh. & Distt. Ujjain admeasuring 6266.14 sq.mtrs. (i.e. approx. 67424 sq.ft.) (hereinafter referred to as the "said Plot").
- B. The Lessee has perused the originals of Agreements, Deeds and writings and has satisfied itself that the Lessor has clear and marketable title to the said Plot free from encumbrances.
- C. The Lessee has represented to the Lessors that they desire to open, administer and operate a school (hereinafter referred to as the "said Purpose") on the said Plot on a long term lease basis.

The Lessee has agreed to take the said Plot on lease and the Lessors have agreed to grant the said Premises on the lease to the Lessee subject to and on the terms and conditions hereinafter contained agreed to between the Parties.

OW THEREFORE THIS LEASE DEED WITNESSETH AS FOLLOWS:

FINITION

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

PRINCIPALease Deed" means the lease deed for the said Premises, and any duly executed international executed international properties as may be agreed between both the Parties from time

ation No. 1030765

1.2. "Lease Term" shall have the meaning given in Clause 4.1 of this Leas

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to maily Lease Rent shall have the meaning given in Clause 5.1 of this Lease

1 addition to the terms defined in Clause 1, certain other capitalized terms are defined elsewhere in this Lease Deed and whenever such terms are used in this Lease Deed, they shall have their respective defined meanings, unless the context expressly or by necessary implication otherwise requires.

A reference to a Clause, Sub-clause, Schedule or Annexure is a reference to a 1.5. clause, sub-clause, schedule or annexure of this Lease Deed only.

GRANT OF LEASE

Subject to the Monthly Lease Rent to be paid and the respective terms, conditions and covenants, to be observed and performed by the Lessee, the Lessors have granted lease of and has demised unto the Lessee, the said Plot and the Lessee has accepted the grant of the lease of the said Plot from the Lessor, in the manner and subject to and on the terms and conditions contained in this Lease Deed.

LEASE TERM AND TERMINATION

- 3.1. The Lease Term of the said Premises shall be for a period of 30 (thirty) years commencing from the date of this Lease Deed ("Lease Term") i.e. from 01/01/2013 to 31/12/2043.
- The initial period of 10 (ten) years of the Lease Term shall be considered as 'Lock 3.2. in Period'. Both Parties shall not be entitled to terminate the Lease Deed during this Lock in Period i.e. 01/01/2013 to 31/12/2023.
- In case the Lessee terminates the Lease Deed during the Lock in Period then the 3.3: Lessee shall be liable to pay to the Lessors the cumulative Monthly Lease Rent for the balance period of the Lock in Period as damages.
- It is clarified that the Lessor does not have the right to terminate this agreement (during the lease period except for a breach of default not cured by the lessee within the lease period except for a breach of default not cured by the lessee within the lease period except for a breach of default not cured by the lessee within the lease period except for a breach of default not cured by the lessee within the lease period except for a breach of default not cured by the lessee within the lease period except for a breach of default not cured by the lessee within the lease period except for a breach of default not cured by the lessee within the lease period except for a breach of default not cured by the lessee within the lessee within the lease period except for a breach of default not cured by the lessee within the lessee wit 3.4. 30 days of receiving a written notice setting out the particulars of the breach केन्द्रीय विद्यालय/स्वात Vidyalaya

After expiry of the Lease Term, unless this lease deed is renewed under mutually agreed conditions, the Lessee shall handover the vacant and peaceful possession of the said Premises to the Lessors. NIDHISH KUMAR

PHONEHEX LEASE RENT AND SECURITY DEPOSIT

PODAR 14.1. AThe Lesse Official on or before the 7th (seventh) day of every calendar month pay to Ration (M.P.) Malana Kalana, Lewas Road, Ujiain MP, advance monthly lease Rent. The Lease Rent accepted by the Alese ER D. CBSE Affiliation No. 1030765 Parol P.O. Lana Dr. Mataria Kalan, Dawas Road, Ujjain (M.P.) Parel Mumbal For Perfect Solutions

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is Rs. 1 per sq. ft. for Open Land. The monthly Lease Rent payable is Rs. 67424/(Sixty Seven Thousand Four Hundred & Twenty Four)

- 4.2. All outgoing Grampanchayat taxes will be paid by the Lessors only.
- 4.3. The Monthly Lease Rent shall be increased by 10 (ten) percent w.e.f. 1st Mar. 2016 thereafter the Monthly Lease Rent shall be increased by 10 (ten) percent on the last paid Monthly Lease Rent at the end of every 3 (three) years.
- Rent. However the Lessee shall be liable to pay any applicable Service Tax and/or lease rent tax and/or value added tax or any other tax called by whatever name on and in relation to the said Premises, the agreement between the Parties and all the payments thereunder (including towards the Monthly Lease Rent, Security Deposit) as may be demanded or leviable under any State or Central laws and rules (save and except income tex payable by Lessor) and as may be leviable for the period during which the Lessee is in use/occupation of the said Premises. The lessee shall deduct tax at source under provision of sec. 194 and other provisions of Income Tax Act and shall supply certificate of deduction in form-16(A) of Income tax rules and also the form no. 26(A) of the Income tax rules to each land lord separately every quarterly. Failing which amounts to default onthe part of lessee that may result to bear consequences whatsoever float by Income Tax Department.
 - 4.5. In case Lessee fails to pay the Monthly Lease Rent after expiry of 30 (thirty) days from the 7th (seventh) day of the calendar month, interest @ 1.5 % per month on compounding basis shall be payable on the Monthly Lease Rent amount for the period commencing from the 7th (seventh) day of the month until the date of payment of the Monthly Lease Rent.
- 4.6. The payment of Monthly Lease Rent for all the phases shall be made by A/c Payee cheque favouring M/s. Perfect Solutions Ujjain.

LESSEE'S COVENANTS AND UNDERTAKINGS

The said Premises shall be used and occupied by the Lessee solely and exclusively for carrying out the said Purpose and for no other purpose. The Lessee undertakes that it shall not lease, sub-let, underlet, or assign or grant on leave and license or part with or share possession in any manner whatsoever of the whole or part of the said (Premises.

5.2 The Lessee shall not do or cause or allow or permit to be done any act of illegal

PRINCHAMICA or around the said Premises.

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shall maintain the said Premises in good conditions in all seasons during the term of the Lease Deed and under no circumstances the Lessors shall be liable for such maintenance of the said Premises.

- The Lessee shall maintain the said Premises until the expiry or earlier determination of the Lease and shall leave the same in as good a condition as they were in on the date of handover (reasonable wear and tear excepted). In case any structural damages are caused to the said Premises or to any part thereof or to the fixtures therein, for any reason solely attributable to the Lessee (reasonable wear and tear excepted), the Lessee shall at its own costs, charges and expenses repair and restore the same to the condition in which it was immediately prior to the damage. However, in the event, the damage is not restored then the Lessee shall pay compensation to the Lessors towards any structural damage (reasonable wear and tear excepted).
- 5.5 The Lessee shall not make any alterations or additions to the said Premises until necessary permissions from the relevant authorities as well as from the Lessors is obtained in writing.
- The Lessee warrants and confirms that it has seen and inspected the said Premises and has found the same to be in good order and condition.
- The Lessee shall permit the Lessor and / or its authorized representatives to enter upon the said Premises for inspection, with 24 hours prior written notice thereof to the Lessee except in the case of emergency when the notice will be deemed to have been waived. Further, in the event there is any damage to the said Premises, then the Lessee shall inform the Lessor in writing as soon as possible.

The Lessee shall not store or allow to be stored in the said Premises any goods, 5.8 articles or things of a hazardous inflammable explosive corrosive toxic or combustible nature, without securing all statutory permissions (if required) and fully implementing safety regulations required for the said purpose and the safety measures as maybe recommended by the Lessors and/or the concerned authorities.

The Lessee shall be solely responsible for the safety and security of all its property, equipments, etc. and personnel, third parties, visitors etc. in the said Premises. 5.9

5.10 On and from the date of this Lease Deed, the Lessee shall regularly pay the Monthly Lease Rent and all other amounts payable under this Lease Deed as provided herein. The provisions in respect of liability to pay interest on any delayed payments, is in Matana Kalana, Devias Rham, Upon 181. Without prejudice to the right of the Lessors to terminate this Lease

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