

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 022414-005371	Date 14/02/2024
Received from Ms Sree Saraswathi Educational Trust, Mobile number 9075613889, an amount of Rs.1600/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office S.R. Jalana 1 of the District Jalna.	
Payment Details	
Bank Name MAHB	Date 14/02/2024
Bank CIN 10004152024021405096	REF No. 006648611
This is computer generated receipt, hence no signature is required.	



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नाही. वस्तुतः कृषक दुष्कृत निवाराक कार्यालयांत नव्या कसपाच्या दस्तांसाठी लागू आहे. मोदणे न कसपाच्या दस्तांसाठी सदर चलन लागू

The seal of the Joint Fact-Finding Commission is circular. It features a central emblem surrounded by the text "THE JOINT FACT-FINDING COMMISSION" in a circular border.

Print Date 12-02-2024 01:17:04

OFFICE OF THE COLLECTOR OF STAMPS

JALNA

No/ADJ/ 66/2023-24 Date 5/1/2024 Stamp Duty of Rs 40,37,090/-

(Rs Forty Lakh Thirty Seven Thousand Ninety Rupees only/-)

has been Received from

Shri. Ms. Shree Saraswati Education Trust, residing

at Jalna vide e-challan No. MH015232670202324E Dt 09/02/2024

This is to Certified under Section 32(i)(b) of The Maharashtra Stamp Act that the full Stamp Duty Rs 40,37,090/- with which this instrument is chargeable has been paid vide Article No. 26(4) of schedule-I. This Certificate is subject to the provision of section 53(A) of The Maharashtra Stamp Act.

Place : Jalna

Date : 12/2/2024



Collector Of Stamps
Jalna

सर्व संलेखास दिलेले प्रमाणपत्र हे महाराष्ट्र मुद्रांक अधिनियमाचे तरतुदीनुसार दिलेले आहे. परंतु उक्त संलेख नोंदणीसाठी नोंदणी अधिका-यासमोर सादर केल्यास नोंदणी अधिकारी हे भारतीय नोंदणी अधिनियम 1908 व महाराष्ट्र नोंदणी नियम 1961 मधील तरतुदीनुसारच दस्त नोंदणीची कार्यवाही करतील.

Place : Jalna

Date : 12/2/2024



Collector Of Stamps
Jalna



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12-2-2024
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LEASE DEED

February 2024

This Lease Deed is made and executed on this 14 day of December 2023, at Jalna, by and between

BAGDIA INFRASTRUCTURE LIMITED, (earlier known as The Ganesh Jinning & Pressing Factory Ltd., Jalna) (PAN AABCT9500A) (CIN U15411MH1939PLC010779), a company registered under The Companies Act, having its registered office at Sadar Bazar (C.Rly) Jalna dist., Jalna, MH 431203 India, represented through its Director Sri. Pannalal Shivratan Bagdia aged about 61 years, resident of Dr. R. P. Road, Jalna, Maharashtra - 431203 (PAN AAQPB9753M)

(Hereinafter referred to as '**LESSOR /LANDLORD**' which terms shall mean and include all his/her/their legal heirs, legal representatives, successors, executors, attorneys, agents, assigns and administrators etc.,) of the one part

AND

SREE SARASWATHI EDUCATIONAL TRUST (runs schools under brand name of Sri Chaitanya School) a registered Trust bearing Regn. No. E- 32178/2015, Mumbai having its office at Regus Level 1, Block A, Shivsagar Estates, Dr. Annie Besant Road, Worli, Mumbai-400018 represented by its Authorised Signatory Mr. Shrivaprasad Pasi S/o Late Ramcharan, aged about 50 years, resident of 21 - Gokul Road, Beside Ravinagar, Shreya Park, 2nd lane, Hubli, Hubli Udyamnagar, Dharwad, Karnataka, 580030, authorized vide resolution dated 6th November 2023.

(Hereinafter referred to as the '**LESSEE /TENANT**' which term shall mean and include all its heirs, partners, successors, attorneys, agents, assigns and administrators, etc.,) of the other part.

Whereas the **LESSOR** (earlier known as The Ganesh Jinning & Pressing Factory Ltd., Jalna) is the absolute owner and possessor of property bearing Survey No: 343/B-117/67, 343/B-117/68, 343/B-117/69, 343/B-117/70, 343/B-117/71, 343/B-117/72, 343/B-117/73, 343/B-117/74, 343/B-117/75, 343/B-117/133, 343/B-117/134, Plot No. 70-78, 136-137, situated at Manish Nagar, Jalna, Maharashtra, total admeasuring 1317 Sq. meter i.e. 0.32 acres i.e. 14176 Sq.fts, which the lessor has purchased as follows:

Sl	Sale Deed	Seller	Buyer	Gut No	CTS No	Plot No	Extent
1	1408/2004, dt. 12/05/2004	Sunita Jagdish Samdani	The Ganesh Jinning & Pressing Factory Ltd., Jalna	117/B	343/B - 117/67	70	112.50 Sq. meter
					343/B - 117/68	71	112.50 Sq. meter
					343/B - 117/69	72	112.50 Sq. meter
2	4276/2005, dt. 31/12/2005	Purushottam Kantilal Tapadiya	The Ganesh Jinning & Pressing Factory Ltd., Jalna		343/B - 117/70	73	112.50 Sq. meter

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3	1407/2004, dt. 12/05/2004	Jagdish Bansilal Samdani	The Ganesh Jinning & Pressing Factory Ltd., Jalna	117/B	343/B - 117/71	74	112.50 Sq. meter
4	1543/2004, dt. 21/05/2004	Ramesh Keshavrao Mule	The Ganesh Jinning & Pressing Factory Ltd., Jalna	117/B	343/B - 117/72	75	112.50 Sq. meter
5	1764/2004, dt. 04/06/2004	Shankar & Dattatray	The Ganesh Jinning & Pressing Factory Ltd., Jalna	117/B	343/B - 117/73	76	112.50 Sq. meter
6	1212/2005, dt. 29/03/2005	Rajesh Ramkisan Devidan	The Ganesh Jinning & Pressing Factory Ltd., Jalna	117/B	343/B - 117/74	77	175 Sq. meter
7	1211/2005, dt. 29/03/2005	Rajesh Ramkisan Devidan	The Ganesh Jinning & Pressing Factory Ltd., Jalna	117/B	343/B - 117/75	78	175 Sq. meter
8	1820/2005, dt. 13/05/2005	Purushottam Vijayappa Mitakari	The Ganesh Jinning & Pressing Factory Ltd., Jalna	117/B	343/B - 117/133	116	90 Sq. meter
9	1818/2005, dt. 13/05/2005	Purushottam Vijayappa Mitakari	The Ganesh Jinning & Pressing Factory Ltd., Jalna	117/B	343/B - 117/134	137	90 Sq. meter
10.	**PR Card Dated 12.12.2023		Bagadiya Infrastructure Private limited		343/B - 117,	155	3048
Total (A)							6000 Sq. meter

All above deeds are registered at Jalna sub-registrar office.

**** (LESSOR (earlier known as The Ganesh Jinning & Pressing Factory Ltd., Jalna) owns property bearing Survey No: 343/B-117, Plot No. 155, Manish Nagar, Jalna, Maharashtra, admeasuring 3048 Sq. meter i.e. 0.75 acres i.e. 32,808 Sq.fts, which has been verified from PR Card dated 12.12.2023.)**

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****The Ganesh Jinning & Pressing Factory Ltd., Jalna has changed its name as Bagdia Infrastructure Limited, which is verified from certificate of name change dated 16th October 2007 issued by Ministry of Corporate Affairs,**

The building has been constructed on the above said total property admeasuring **6000 Sq.meter i.e. 1.48 acres i.e. 64583 Sq.fts** consisting of Ground +2 floors, with total plinth area of 30,000 Sq.fts.

Whereas the **LESSEE** has approached the **LESSOR** to let-out the above said property for the purpose of starting Educational Institution for a lease period of **30 (Thirty) years**, w.e.f. 1st June 2024 and run till 31st May 2054, with lock in period of **7 (Seven) years**, on the consolidated monthly rent of **Rs.4,80,000/- (Rupees Four Lakhs Eighty Thousand Only)**, for area of 30,000 sq.fts approx. and the remaining open land for playground which carries no rental value. Rent payable is exclusive of GST, if any applicable on the rent shall be borne by the **LESSEE**.

Both the parties also agree that the enhancement in rent will be calculated from the rate of **Rs. 17 per sq. fts** from the next enhancement date.

That the **LESSOR** agree to provide office Provision to the **LESSEE** for carrying out marketing activities on or before 1st January 2024.

LESSOR agrees to paint the complete internal and external part of the building, renovate the entire building as per the requirement of **LESSEE** i.e. classrooms as per CBSE norms, toilets, doors, windows, electrical, water, drainage, all the tabs, library, activity rooms etc. and hand over the peaceful possession of the building on or before 1st April 2024.

However, first 2 months i.e from 1st April, 2024 to 31st May, 2024 **LESSEE** will obtain the possession of the building and said period will not be considered as part of lease tenure. **LESSEE** will not be liable to pay any amount for the period 1st April, 2024 to 31st May, 2024.

However, if the **LESSOR** does not cooperate with the **LESSEE** in any respect for handover of premises and smooth running of its operations prior to lease period/handover of premises, then **LESSEE** have full right to terminate this the lease deed with immediate effect and in such cases lock-in period will not be applicable.

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

1. The **LESSOR** hereby declares that they are the owner and possessor of the demised premises which is more fully described in the schedule mentioned hereunder and the same is free from all encumbrances, charges, liens etc.
2. That in pursuance of the above agreement and in consideration of the rent herein reserved the **LESSOR** do hereby agree to transfer by way of lease on or before 1st June 2024, all that its part and parcel of the scheduled property unto the **LESSEE** to hold the same till the subsistence of the lease on the following terms and conditions.
3. The term of lease is for a period of **30 (Thirty) years**, with lock-in period of **7 (Seven) years**. The lease period will commence from 1st June 2024 and run till 31st May 2054 or 30 (Thirty)

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years from the date of actual occupation of building by the LESSEE. The LESSEE and the LESSOR have the option of terminating this lease deed by serving a notice six months in advance after the completion of lock-in period from either side. It was also agreed that the vacation notice will not be served in the middle of academic year. The Lease period may be renewed after the expiry of Lease agreement with the consent of both the parties on the agreed terms at that time.

4. That the LESSEE has agreed to pay the consolidated monthly rent of Rs.4,80,000 /- (Rupees Four Lakhs Eighty Thousand Only) for the area of 30,000 Sq.ft Approx., Rent payable is exclusive of GST, if any applicable on the rent shall be borne by the LESSEE and subject to deduction of TDS as per Income Tax laws, by way of Demand Draft / Cheque on or before 10th day of next English calendar month and the TDS certificate in Form - 16A of the IT Act will be issued once in a year.

The LESSEE's liability to pay rent to the LESSOR will commence from 1st June 2024 or on date of actual occupation of the completed building by the LESSEE. The rent will be paid in proportion to the occupied slab area of the building(s). Common areas like Cellar, Parking, Playground, open land, elevation balconies, O.T.S. will not be considered for the calculation of the rent. However, the LESSEE shall have right to utilize the space/area along with the building.

5. Both the parties agree that post handover of premises, they will execute the building handover letter and that the said letter will reflect the actual area and actual date of possession of the building.
6. That the LESSOR agree to provide/construct the required no. of internal partitions, toilets, flooring, water, electricity with 40 KVA capacity etc. as per the requirements of the LESSEE.
7. As part and parcel of this deal the LESSOR have agreed to let the LESSEE use the open land for playground which is also co terminus with this lease deed and does not carry any rental value.
8. Both the parties agreed that swimming pool and badminton court available in the school premises will be used by the Lessor after and before the school hours.
9. That the LESSEE agrees to enhance the rent at the rate of 12% after every three years over and above the existing rent @ Rs.17/- per sq.ft. In this case the next enhancement shall take place on 1st June 2027 or 3 years after the date of actual occupation and every 3 years thereafter.

*For better clarity next enhancement will be calculated on Rs.17/- per sq.ft. and will continue above that.

10. That the LESSEE has agreed to pay to the LESSOR a sum of Rs.40,80,000/- (Rupees Forty Lakhs Eighty Thousand only) towards interest free rental deposit. Both the parties agree that upon issue of vacation notice, the amount of rent payable will be adjusted in the later months of notice period basis rent payable for said period and mutual understanding of both the parties. For better clarity for e.g.: If interest free rental deposit amount can be adjusted in 3 to 6 months than the same will be adjusted in later 3 to 6 months of the notice period and rent will be paid for balance notice period.

Whereas both the parties agree that the total of interest free rental deposit will be released in a phased manner as follows:

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[Signature]

Sl	Installment	Details	Amount
1	1 st Installment	After signing of LOI	Rs.10,00,000/-
2	2 nd Installment	After registration of lease deed (i.e. on or before 30 th June 2023)	Rs.10,00,000/-
3	3 rd Installment	At the time of complete possession of property	Rs.20,80,000/-
Total Interest Free Rental Deposit			Rs.40,80,000/-

11. That the LESSEE has also agreed to pay sum of Rs.30,60,000/- (Rupees Thirty Lakhs Sixty Thousand only) to the LESSOR towards short term security deposit for construction purpose which shall be paid in 2 installments as per work progress status and is adjustable in 12 equal monthly installments starting from the first month rent.

12. That the building is constructed as per the approved plan by the respective Authority and as per CBSE norms. The plan of the building constructed is signed by both the parties and the said plan would be treated as part and parcel of this deed. The elevation of the premises should be consulted with the LESSEE and designed so as to bring out rich ambiance to the structure and its location.

13. LESSOR agrees to provide the entire building with all the existing infra & furniture as it is with proper records, which shall be returned by LESSEE at the time of vacating the premises.

14. The LESSEE shall have a right to alter the building according to the convenience without affecting the utility and the life of the building with the prior approval of the LESSOR in writing for major works.

15. LESSOR agree to develop sports grounds as per the requirement of the LESSEE with all sides boundary wall for the school building with the gates erected at the required areas, and a dias in front for conducting Assembly.

16. LESSOR agrees to provide emergency fire exit to the building at a suitable place.

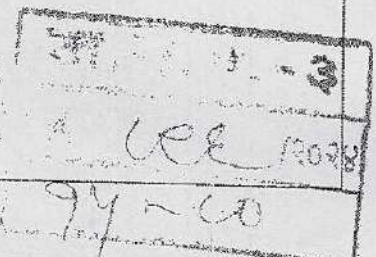
17. That the LESSEE hereby agrees to use the said premises for the purpose of running educational institution(s) and not for any other purpose. The LESSEE is at liberty to use the leasehold premises for any other Educational Institutions established by him/them.

18. The LESSEE has a right to sub-lease the property to any of its group Companies/ firms/ Trusts etc. for the purpose of running the educational institutions.

19. That the LESSOR shall be liable to pay the property tax, all other municipal taxes and statutory taxes levied by the Municipal Corporation or local authority or State or Central Government in respect of the buildings. However, Water and Electricity consumption charges as per the meter readings and the bills issued by the competent authorities shall be paid monthly/regularly by the LESSEE during the tenancy. GST applicable on the rent of the building shall be borne by the LESSEE. *Lease Hold Right under this Lease Deed will be always subject to Mortgage Charge created by the lessor in respect of Subject Property in this Deed.*

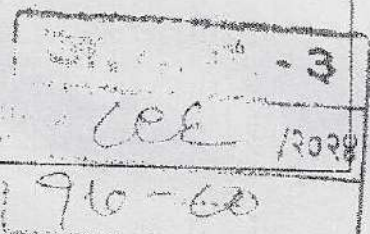
20. That the registration charges whatsoever required for getting the lease deed registered for any/all purposes with sub-registrar or district registrar shall be borne by both parties equally i.e. in 50:50 ratio. *Loan Repayment Liability will be on Lessor.*

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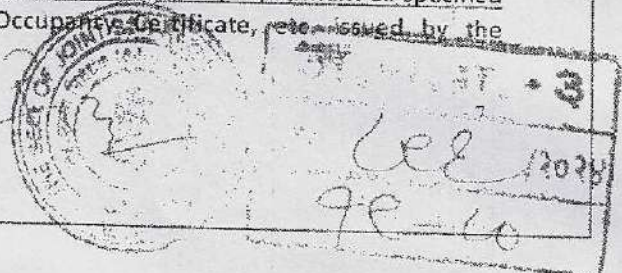
21. That the LESSOR agree to undertake the responsibility of external colouring/ painting and doing minor repairs, required for the demised premises once in Five years in order to keep it in good state. In case the same is undertaken by the LESSEE with the prior approval of the LESSOR, the cost incurred by the LESSEE shall be reimbursed by the LESSOR by way of deduction from the succeeding monthly rentals payable.
22. The additional electrical consumption deposit (ACD) shall be borne by the LESSOR. In case the ACD is paid by the LESSEE the same shall be reimbursed by the LESSOR by way of deduction from the next month rentals. Transformers to be erected by the LESSOR according to the technical and electrical requirement proportionate to the building.
23. Entire building is to be fixed with tube light, bulb fixtures and fan Hooks as directed by the LESSEE. Speaker cables and telephone cables should be provided as directed by the LESSEE. The LESSOR must provide pipelines and wiring for CC cameras at all required areas as desired by the LESSEE.
24. The LESSOR must provide sufficient water for drinking and sanitary purpose. There must be a bore well drilled and fit with a 5 HP motor to pump water to an overhead tank with a capacity of 10,000 liters from where pipe lines will let out water to restrooms and at required spots. Also if the said bore well dries up it is the responsible of the LESSOR to drill a new one at their own cost or the same will be undertaken by the LESSEE and the spent amount will be deducted from the rent. There should also be a sump in the ground level where drinking water will be stored and pumped into a separate 5000-liter tank on the terrace from where pipe lines will lead to outlets at each floor level where it will be used.
25. The LESSOR must provide sheds at terrace and Lessee has to install the RO with their own Expenses.
26. All rooms/corridors are to be provided with reputed quality anti-skid tile flooring and toilet/restroom/urinal floors, walls, passages to be fitted with glazed anti-skid tiles. Corridors, staircases walls to be provided with tiles or enamel paint upto to the height of 3 to 4 feet with. The doors frames shall be with wood sections, main door with flush shutter, windows of sliding UPVC make, and bathroom doors with bison board paneled shutters/ G I sheet shutters. That the Lessor agrees to provide the doors, windows and the bathroom's fittings of good quality. Office rooms, visitors lounge, Director/Principal rooms shall be given altek finishing on the walls and the flooring with vitrified tiles. All floors including stair case with railing to be furnished with iron gates as directed by the LESSEE wherever necessary. All open balconies/OTS, corridors to be provided with grills.
27. LESSOR also agreed to provide Lifts as per the requirement of the LESSEE.
28. Both the parties agree that the LESSOR is responsible for the structural maintenance of the building till the completion the term of lease.
29. LESSOR will use good quality fittings for mechanical, electrical and plumbing. LESSOR will be responsible for the maintenance with respect to the mechanical, electrical and plumbing equipment's for the first 2 years.
30. All classrooms to be constructed platform of 8"x 4½ ft. at the floor level below the area where the chalk board is proposed to be placed. Wooden door stoppers for classrooms and Vision glass of 6" diameter to be installed in all the doors. Cement racks to be provided in each classroom, Office block, & Reception as per the requirement of the LESSEE.

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31. In the event of any portion of the leased premises being taken away/acquired for the set-back or for the road widening purposes or otherwise by the statutory authorities the LESSEE shall not be entitled to claim any compensation or any other claim whatsoever for any such action from the LESSOR property. However, the lease rentals of the premises shall be reduced as per the available plinth area with immediate effect.
32. The LESSOR promises to assist the LESSEE to claim warranty etc. in the first year. Thereafter the cost of all minor repairs shall be borne by the LESSEE. The LESSEE is not responsible for structural defects because of natural calamities like earthquake, Hurricanes, riots, fire ablaze etc. Soil load to be provided where ever required. Security posts (Rooms) at the all gates (including main gate) shall be provided by the LESSOR. The approach road to the premises will be provided by the LESSOR.
33. In the event, the LESSOR offer the demised premises for sale/transfer to other third party/ i.e. as a whole or in part/s in future, the LESSOR shall notify the LESSEE well in advance and the LESSOR shall ensure that such sale/transfer by the LESSOR shall be subject to the lease in favour of the LESSEE. The LESSOR shall in such event ensure that the prospective new owner of the demised premises shall confirm to the satisfaction of the LESSEE that the terms herein agreed to by this lease deed shall be binding on the said new owner and the said new owner shall also acknowledge the receipt of the interest free refundable security deposit from the LESSOR. It is hereby further agreed, understood and confirmed that a clause in respect of such option in favour of the LESSEE shall be incorporated in the Deed of Sale/transfer in favour of such Third party/parties.
34. **FORCE MAJEURE:** Neither Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with due to circumstances beyond the reasonable control of such Party, including but not limited to change in legislation, fire, flood, explosion, epidemic, accident, act of God, act of terrorism, war, riot, strike, lockout, or other concerted act of workmen, act of Government and/or shortages of material. The Party claiming an event of force majeure shall promptly notify the other Party in writing, and provide full particulars of the cause or event and the date of first occurrence thereof, as soon as possible after the event and also keep the other Party informed of any further developments. The Party so affected shall use its best efforts to remove the cause of non-performance, and the Parties shall resume performance hereunder with the utmost dispatch when such cause is removed. If the force majeure continues for a continuous period exceeding 30 (Thirty) Business Days, the Parties shall assess the possible options available.
35. The LESSOR has agreed to provide generator shed & platform required and has provided a generator with 30 KVA capacity which will be used and maintained by the LESSEE.
36. Computer Lab/ Multimedia to be provided with electric plug/sockets at the ground level and electrification to the level of installing A/C's and the platform raised and neatly tiled. Laboratories-preferably physics, chemistry & biology are to be fully ventilated and the platforms raised and neatly tiled as per the requirement of the LESSEE. Cement Cupboards with rack facility are to be provided for storage purpose of the instruments under utility.
37. The LESSOR should provide the authorized building plan, Sanitary Certificate, Structural Soundness Certificate, Fire Safety Certificate (With all fire safety equipment as specified by the competent authority), Municipal Occupancy Certificate, etc. issued by the

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competent authority at the LESSOR own cost. The occupancy certificate will be provide by the Lessor within 6 months from the date of occupation of the building.

38. This agreement is subject to arbitration as per the Indian Conciliation and Arbitration Act, 1996 and all disputes regarding this lease deed shall be subjected to Maharashtra Jurisdiction only.

39. The LESSOR agrees to provide the LESSEE with necessary NOC if the premise of the demised property is located in any localities that if residential/society/community in nature from their respective authorized bodies.

Witnesses:

1. Aditya Bydia APPB, 1
2. SHIVAJI PRAKASH PATIL

LESSOR

LESSEE

SCHEDULE OF PROPERTY

All that part and parcel of the property bearing Survey No. 343/B-117/67, 343/B-117/68, 343/B-117/69, 343/B-117/70, 343/B-117/71, 343/B-117/72, 343/B-117/73, 343/B-117/74, 343/B-117/75, 343/B-117/133, 343/B-117/134, 343/B-117/155, Plot No. 70-78, 136-137, 155, total admeasuring 4365.5 Sq. meter i.e. 1.08 acres i.e. 46990 Sq.fts, situated at Manish Nagar, Jalna, Maharashtra, having building consisting of Ground + 2 floors, with total plinth area of 30,000 sq.fts, leased to the Lessee is bounded by:

East: 12. M. Road
West: 9. M. Road
South: 9. M. Road
North: Bydia Infrastructure Plot

In Witness Where of the LESSOR and LESSEE have signed this Lease Deed at their free will, and sound mind, without any force or coercion. Having read the above contents and having understood, they have affixed their hand seals and their signatures on this Lease Deed on the day, month and year of the first mentioned above in the presence of the undersigned witnesses.

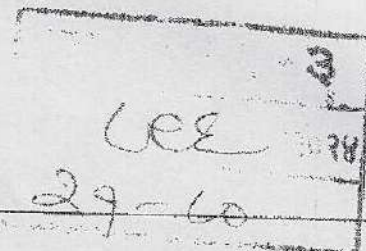
Witnesses:

1. APPB, 1

2.

LESSOR

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LESSEE

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