

6/10



0100 230246

LEASE DEED

For Magellan Trust

[Handwritten signature]

For Magellan Trust

[Handwritten signature]

[Handwritten signature]



187

Margalaya Foundation Trust (Pvt) Ltd

NAIDA

L.B. 9044

Pa. 11459881

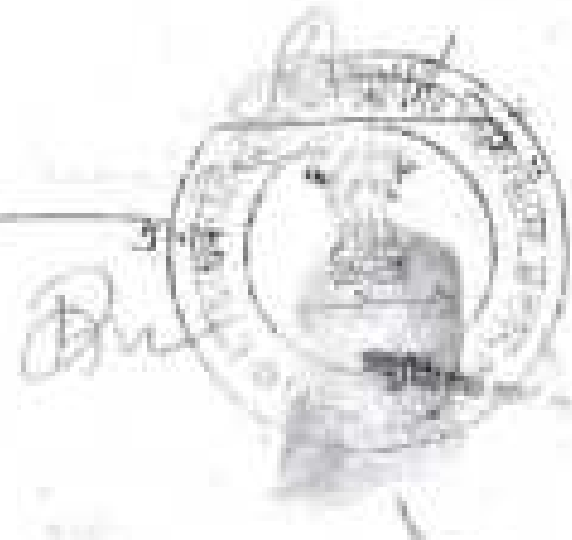
Am. 2973581

...	...
...	...
...	...
...	...
...	...

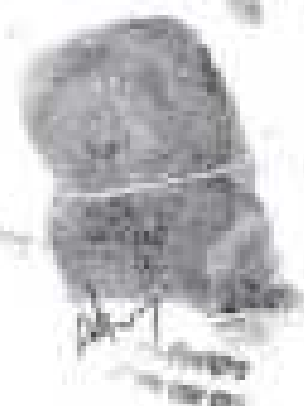
[Handwritten signature]

06/12/2007
 ...
 ...

...
 ...
 ...
 ...



[Handwritten signature]





RR00 200247

This

is

For Mangalaya Foundation Trust

[Signature]
Director

For Mangalaya Foundation Trust

[Signature]
Director

For Mangalaya Foundation Trust
Director



0100 220248

25,000

For Margalene Foundation Trust

[Handwritten signature]
Chairman

For Margalene Foundation Trust

[Handwritten signature]
Chairman

[Handwritten signature]
Chairman

LEASE DEED

This Lease Deed is made on the 27th day of August for the year Two Thousand Three between
By Shri. Mohan Industrial Development Authority, a body corporate constituted under
Government of India (P. Industrial Area Development Act, 1974) (I.P.A. Act No. 4 of 1974)
hereinafter called the "Lessor" which represents that under the contract does not or admit
include its executive, assignee or the Other Part and M/s Mangalray Foundation Trust
having its office at C-100, Sector-39, Noida-201301 (I.P.) hereinafter called the "Lessee"
which represents that under contract does not or admit include heirs, executors,
administrators, representatives and permitted assigns represented through Mr. Atul Mangal
on the Other Part.

Whereas the plot hereinafter described forms part of the land acquired under the Land
Acquisition Act, 1954 and developed by the Lessor for the purpose of setting up an urban and
suburban township.

Whereas, the Lessor has agreed to demise and the Lessee has agreed to take on lease the said
plot on the terms and conditions hereinafter appearing for the purpose of constructing a
building for running a Advanced Financial Research Institute cum Foundation School
according to the Building Plan approved by the Lessor.

NOTE: THIS LEASE DEED WITNESSES AS FOLLOWS:

That in consideration of the premises of Rs. 1,10,45,938/- (Rupees One Crore
Eighteen Lakhs Ninety Five Thousand Nine Hundred Thirty Eight Only) out of which
Rs. 68,11,826/- (Rupees Sixty Lakhs Twelve Thousand Eight Hundred Twenty Only)
have been paid by the lessee to the lessor, the receipt whereof the lessor doth hereby
acknowledge) and balance amount to be paid by the lessee in installments included before
monthly interest @ 17% p.a. comprising till every six months for the defuncted period.

1. Rs. 12,09,142/- on or before 10.10.2001
2. Rs. 12,09,142/- on or before 08.01.2002
3. Rs. 12,09,142/- on or before 07.10.2002
4. Rs. 12,09,142/- on or before 07.04.2003
5. Rs. 12,09,142/- on or before 30.09.2003
6. Rs. 12,09,142/- on or before 28.02.2004
7. Rs. 12,09,142/- on or before 28.09.2004

For Mangalray Foundation Trust

Chairman

And in consideration of Rs. _____ (Rupees _____)
_____ duly paid in advance of one year lease rent of 27.5%
of the premises of the plot to the lessee, and the said lease rent has been paid by the lessee
(the receipt whereof the lessor doth acknowledge). The total lease rent being 27.5 % of the
total cost which can be paid in installments.

For Mangalray Foundation Trust



Shri. Mohan Industrial Development Authority
Noida-201301

The Lessee shall hereby assign and lease to the lessee, all that plots of land or as is shown to have been measured as Plot No. 08 & 09 in pocket _____ of sector Knowledge Park-II situated in Greater Noida Industrial Development Area Cluster Greater Noida Noida, (UP) surveyed by sub-division 23,000.5 Sqm to the state, a little more, at less, and bounded

Sub-division 23,000.5 Sqm -

- ON THE NORTH BY -
- ON THE SOUTH BY -
- ON THE SOUTH EAST BY - Plot No. 7
- ON THE SOUTH WEST BY - Plot No. 10
- ON THE SOUTH EAST BY - 24 M Wide Road
- ON THE NORTH WEST BY - NTPC Line

and which said plot is more clearly delineated and shown in the attached plan and therein recorded.

TO HOLD the said plot (hereinafter referred to as the demised premises) with their appurtenances unto the Lessee to the term of Ninety Years commencing from 22nd Day of June 2001 except and always reserving to the Lessor:

- i) Yielding and paying therein yearly lease rent in advance during the said term into the Lessor on the 22nd Day of June in each year at 2.5% of the total premium during the first ten years. The lessee shall pay unto the lessor at its office or an otherwise directed bank account in advance on yearly basis. The lease rent would be Rs. 2,97,298/- annually for the first ten years chargeable from the date of execution of lease deed. The lessee shall pay lease rent annually in advance without waiting for any demand notice to be issued thereon. The lease rent would be enhanced after every ten years from the date of execution of lease deed by an amount not exceeding 10% of the annual lease rent payable at the time of such enhancement and in such case a supplementary deed shall be executed by the lessee. In case of default in payment of lease rent interest @ 10% per annum compounded every half yearly would be chargeable for the delayed period.

ii) AND THE LESSEE DOETH HEREBY DECLARE, AND COVENANT WITH THE LESSOR IN THE MANNER FOLLOWING:

- a) The lessee retains the right and title to all mines, minerals, coals, working gold, such oils, quarries in or under the plots and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining, removing and enjoying the same without providing or having any vertical support for the surface of the strata or for the structure there being standing thereon provided always, that the lessee shall make reasonable compensation to the lessor for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the CIO on the amount of such compensation will be final and binding on the applicant.

For Mangalaya Foundation Trust


Chairperson


L. T. Maiti
Chairperson, Mangalaya Foundation Trust
B-10, Sector-10, Noida
U.P. 201301
Mobile: 9953222222

For Mangalaya Foundation Trust

Chairman

PAYMENT:

1) That the Lessee will pay to the Lessor the balance of the premiums or installments mentioned in the clause 1 above by the dates mentioned therein. If the Lessee shall fail to pay any installment by the due date for payment thereof, he shall thereupon pay the same with interest as mentioned in clause 1 above. The payment made by the Lessee shall be first adjusted towards the interest due. If any and thereafter towards the premiums, if any, and balance, if any shall be appropriated towards the lease rent not withstanding and discount in favor of the Lessor to the contrary.

MORTGAGE:

2) That the Lessee will in no case assign, sub-lease (except in favor of the Lessor), sublet, transfer or part with possession of the demised premises without prior permission of the Lessor. Such permission shall be at the sole discretion of the Chief Executive Officer of the Lessor or any officer authorized by him/her. The discretion of the Lessor in the matter shall be absolute, binding and final. The Lessee may, however, with the prior permission of the Lessor and subject to such conditions as it may impose, mortgage the demised premises to any financial institution/Bank/Co-op. organization for working loan to complete the Project.

Provided that in the event of sale or foreclosure of the mortgaged or charged property the Lessee shall be entitled to claim and recover such percentage, as decided by the Lessee, of the amount increase in the value of said land or first charge, having priority over the said mortgage charge. The decision of the Lessee as to the value of the market value of the said land shall be final and binding on all the parties concerned. That the Lessee shall have first charge over the demised premises for the amount of unpaid balance charges, interest and other dues of Authority.

- 3) Provided further that Lessee shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the Lessee of the amount increase as aforesaid. The Lessee's right to recovery of the amount increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it by or through execution of decree of insolvency/court.
- 4) That the Lessee shall have the first charge upon the demised premises for the amount of unpaid balance, charges, interest and other dues of the Authority.

CONSTRUCTION:

- 1) The total permissible FSI shall be calculated on the plot area and ground coverage shall be as per the by-laws of the Authority.
- 2) The Lessee shall construct the building at his own cost after getting the layout and building plans approved by the Lessor as per the Regulations of the Lessor. The Lessee shall obtain completion certificate from the Lessor within 180, 180 days as per construction schedule attached herewith.
- 3) In the event of failure to do so, in exceptional circumstances extension of not more than 3 months or a time may be allowed by the Lessor on payment of extension charges @ 2% of the premium for extension granted for 3 months or part thereof. The extension charges as mentioned above may be revised by the Lessor/CEO at any time. Application for extension shall ordinarily be considered by the CEO, in cases where construction has commenced on site at the time of applying for such extension.

For Mangalore Foundation Trust

Chairman



For Mangalore Foundation Trust

Chairman

- 1) In case the applicant fails to start/complete construction or construction the activity for which the land has been allotted, within the time period, or extended time period, decided for the purpose, the allotment/lease can be cancelled/terminated. On such cancellation/termination 20% of the premium will be forfeited and the lessee shall remain possession of the plot, along with any structure thereon with the lessee having no right to claim compensation thereof. The balance amount shall be refunded without any interest.
- 2) That the Lessee will do the internal development work of the plot according to the specifications, regulations and sub-regulations of the lessee at his own cost and erect on the demarcated premises in accordance with the Plan, elevation and design and to a position to be approved by the Lessee or any officer authorized by the Lessee in that behalf in writing, a building for running a Vocational Institute only with all necessary access, drains and other appurtenances according to the directions issued or Regulations made in respect of buildings, drains, latrines and connection with sewers.
- 3) That the Lessee will not erect or permit to erect any building on the demarcated premises without the previous permission in writing of the Lessee. The plan should be approved by the appropriate authority or any officer authorized by the Lessee in that behalf and in case of any deviation from such terms of plan, will immediately upon receipt of notice from the Lessee require him to correct such deviation as aforesaid and if the Lessee shall neglect to correct such deviation in the space of one calendar month after the receipt of such notice then it shall be lawful for the lessee to cause such deviation to be corrected at the expense of the Lessee which expense the lessee hereby agrees to reimburse by paying to the Lessee such amount as the Lessee (whose decision shall be final) shall fit in that behalf.
- 4) That the Lessee will construct the building according to the architectural and elevation agreed as prescribed by the lessee and as per the building bye laws of the authority as permissible at the time subject to the changes as prescribed (if any) in the future.
- 5) That the Lessee shall endeavor to erect and complete the building on the leased land within the stipulated period and become functional immediately thereafter, unless extension is allowed by the lessee in exceptional circumstances and on such terms and conditions as it may impose.

TRANSFER:

- 1) The allotment/lease shall not be entitled to transfer the plot before or after the erection of the building without the prior permission of the lessee. In case of transfer, transfer charges as fixed by the Lessee shall be payable by the lessee to the lessee at the time of transfer. The said transfer shall only be executed when the prior permission in writing has been given by the Lessee. In case the transfer is taken without the prior permission in writing the action will be taken in breach of contract and the decision of the Chief Executive Officer/Lessee shall be binding on the two parties.

- 2) In case of transfer, transfer charges as fixed by the Lessee shall be payable by the lessee to the Lessee.

For Managing Director/Secy


Director

For Managing Director/Secy


Director


Director

MAINTENANCE:

- p) That the lessee at his own expense will take permission for sewerage, electricity and water connections from the concerned departments of the Authority or from the competent Authority in this regard and will keep the derived premises and buildings:
 - i) In all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessee.
 - ii) And the available facilities as well as the surroundings neat and clean and in good faculty and safe condition to the convenience of the inhabitants of the flats.
- q) That the lessee shall abide by all Regulations, Bye laws and Ordinances of the Authority framed/issued under sections 8, 9 and 10 or under any other provisions of the U.P. Industrial Area Development Act, 1976 and the rules made therein.
- r) If the maintenance work of any area is not found satisfactory according to the Authority, then the required maintenance work will be carried out by the Authority and all the expenses in carrying out such work shall be borne by the lessee.
- s) That the lessee shall not display or exhibit any posters, notices, other articles which are repugnant to the morals or are obscene or immoral. The lessee shall also not display or exhibit any advertisements or placards in any part of the exterior wall of the building, except which shall be constructed over the derived premises or at a place specified for the purpose by the lessee.
- t) In case of non-compliance of these terms and conditions, and any directions of the Authority, the Authority shall have the right to impose such penalty as the CIO may consider just and fit and/or expel.
- u) The lessee will carry out all directions of authority in respect of the maintenance of building, plot and surrounding areas as well as with regards to the provisions of the other services.
- v) That the lessee will keep the derived premises and the buildings at all times in a state of good and substantial repairs and in a hygienic sanitary condition to the satisfaction of the lessee.

HIRE HOSPITAL ONLY:

- w) The lessee of a Hospital shall arrange to provide a daily O.P.D. for at least two hours in the morning and two hours in the evening. The facility would be provided free of cost by the lessee hospital.
- x) The lessee shall reserve at least 10% of the beds for the economically weaker section and the patient occupying these beds would not pay any charges for bed, consultation and O.T. or another 10% beds would be reserved for economically weaker section of Greater Mohali Area and they would be asked to pay only 50% of the normal charges of bed, consultancy and O.T.
- y) The lessee would provide emergency facility of all nature, round the clock.

For Hospital Authority


For Managing Foundation Trust





- (vi) The lease would have the facility of adequate disposal of drinking and other waste material and the same would be in the satisfaction of necessary bodies of Council/State Govt.
- (vii) The Lessee shall obtain necessary recognition from the competent Authority for its academic courses before the commencement of classes.

FOR NURSERY/SENIOR SECONDARY/HIGHER SECONDARY SCHOOL:

- (i) The Lessee shall ensure that his students in the respective class shall be admitted on the basis of eligibility and recommendation by the Chief Executive Officer of the Lessee. However this shall be subject to overall:
- (ii) Lessee shall ensure that two students in each section in each class but not less than five students if the number of sections is less than three, in the Senior Secondary School/Nursery School, shall be admitted on the basis of eligibility and recommendation by the Chief Executive Officer of the Lessee.
- (iii) The fire-chargers structure of the school would be such as to meet the requirements of various sections of the society especially the socio-economically weaker.
- (iv) The lessee in consultation with the Lessee shall make its admission policy for seats so that a certain percentage of the students from the Lessee's area find representation in various classes on the basis of eligibility.

CANCELLATION:

- (i) That in case the lessee does not construct building within the time provided for above, this deed of lease will be void and the interest in the property will determine. However, in exceptional circumstances, extension can be allowed by the lessee or any officer authorized by him subject to the fulfillment of such conditions, charges as he may impose for the same.
- (ii) If the lessee does not abide by the terms and conditions and building Regulations or any other rules and regulations framed by the Authority, the lease may be determined by the lessee and the possession of the demised premises may be taken over by the lessee and the lessee in such an event will not be entitled to claim any compensation or deposit refund.
- (iii) If the lessee fails to achieve the objects for which land has been allotted, the same shall revert back to lessee on such terms & conditions as Chief Executive Officer of the Lessee may decide and the decision of the lessee is conclusive and binding on the lessee.

In addition to the other specific clause relating to cancellation the Authority/Lessee shall be free to exercise its rights of cancellation of lease/tenure in the case of:

1. Allotment being obtained through misrepresentation/suppression of material facts.
2. Any violation of directions issued or rules and regulations framed by the Pollution Control Board or by any other statutory body.

For Mangalaya Foundation Trust



For Mangalaya Foundation Trust



Chairman



For Mangalaya Foundation Trust
 10/10/2022

3. Default on the part of the applicant/lessee liable for breach violation of terms and conditions of registration allotment/lease and/or non-deposit of allotment money.

(c) If lessee makes default in payment of premium and interest for two consecutive instalments the lessee shall have right to determine the lease and terminate the premium.

In the event of cancellation, under sub-clause (1) above, the entire deposits till the date of cancellation shall be refunded and possession of the plot will be returned by the Authority/lessee with absolute freedom, if any, and the allottee/lessee will have no right to claim compensation thereof.

In the event of cancellation, under sub-clause (2) & (3) above, the entire registration money shall be refunded and balance shall be refunded without any interest.

OTHER CLAUSES:

(i) That the lessee will obey and submit to all directions issued or regulations made by the Lessee now existing or hereafter to come so far as the same are incidental to the possession of immovable property or so far as they affect the health, safety or convenience of the other inhabitants of the place.

(ii) In case of defect of any payment due to the Authority, either in lease rent or back rent or otherwise, the Authority, besides, taking the steps for the recovery of the same as mentioned in the terms and conditions, may also require the concerned departments supplying water and electricity, to the lessee, to discontinue such supply. The lessee shall not raise any objection in such request unless and until payment in this regard is made to the Authority. However in case of discontinuation of electricity and water on the request of the Authority the same shall be restored immediately by the concerned department on production of proof of payment to the Authority of the amount due. No Objection certificate from the Authority.

(iii) That the lessee shall use the demand premium only to run an Advanced Financial Research Institute from Foundation School only and for other purpose without the consent of the Lessee and subject to such terms and conditions as Lessee may impose and will not do or suffer to be done any demand premium or any part thereof, any act or thing which may be or give to be a nuisance, damage, annoyance, or inconvenience to the Lessee or the owners, occupants or other premises in the neighbourhood.

(iv) That the lessee will not assign, subdivide, mortgage, confer, transfer part with permission of any parties less than the whole of the demand premium and building thereon not under any sub-division created by rules and bye-laws or otherwise.

(v) Provided always that if the lessee or transferee or permitted assignee, in the case they be, will assign, subdivide, mortgage whole or transfer the demand premium and building thereon on the said terms will deliver at its own expense to the Lessee an its office attested copy of the assignment, sub-division, mortgage or transfer deed duly registered under the Indian Registration Act or any other governing statute.

For Mangalam Foundation Trust



For Mangalam Foundation Trust



For Mangalam Foundation Trust



nn) That the lessor will permit the members, officers and subsidiaries of the Lessor and workmen and other employed by the lessor from time to time and at all reasonable times of the day, during the said term after three days previous notice to enter into and upon the demised premises and building to be erected thereupon in order to inspect the same and carry on necessary works mentioned before and the Lessor will give notice of the provision of this sub-clause to her/his/their tenants.

oo) That the lessor will not erect or permit to be erected on any part of the demised premises any stable sheds or other structures of description whatsoever for keeping horses, cattle, poultry or other animals except and in so far as may be allowed by the lessor in writing.

pp) That the lessor shall not exercise option of determining the lease and hold the Lessor responsible to make good the damage if by fire, tempest, flood, or violence of army or of a riot or other irresistible force any material part of the demised premises wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.

qq) Notwithstanding anything hereinbefore contained if there shall have been of the opinion of the lessor (whose decision shall be final and binding) any breach by the lessee or any person claiming through or under its of any of the covenants or conditions hereinbefore contained and on its parts to be observed and performed and in particular and without prejudice to the generality of the sub-clause, if the lessor transfers, relinquishes, mortgages or assigns the whole or part of the demised premises before constructing a Vocational Institute as if so hereinbefore provided within the period mentioned in Clause H, it shall be lawful for the Lessor without prejudice to any other right of action of the Lessor in respect of any breach of agreement, to re-enter the demised premises or any part thereof determine this demise and thereupon if :-

i) At the time of re-entry if the demised premises has not been occupied by any building constructed by the lessee therein, the lessor may re-allocate the demised premises and retain the payments already made without interest after deducting amount of lease rent, if pending and 20% of the total premium payable (whether already paid or not) for the period upto the date of determination of this demise or surrender by the lessee or the case may be to a minimum deduction of (Ru. Ten Lacs) (Rs. 10,00,000/-)

ii) At the time of re-entry if the demised premises are occupied by any building constructed by the lessee therein the lessor shall within a period of three months from the date of re-entry remove, from the demised premises all machines or buildings, fixtures and things which at any time and during the term shall be affixed or set up within or upon the said premises and leave the said premises in as good a condition as it was on the date of demise, in default whereof the same shall become the property of the lessor without payment of any compensation to the lessee for the land and buildings, fixtures and things therein, but upon the lessee removing the machines, building fixtures and things before or within the period herein specified the demised premises shall be re-allocated and the lessee may be paid such amount as may be determined by the lessor provided that the lessee may at its option agree to purchase the said machines, buildings and fixtures upon payment to the lessor price thereof and for his interest in the premises as may be mutually agreed upon.

For Margalaya Foundation Trust



For Margalaya Foundation Trust



Chairman



(C) If power is found to have obtained the allotment and the lease of the demised premises by any misrepresentation and concealment or fraud the lease may be cancelled and the possession of the demised premises may be taken over by the lessor along with forfeiture of total deposits and the lease in such an event will not be entitled to show any compensation in respect thereof.

III AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWING:-

(A) Any losses suffered by the lessor on a fresh grant of demised premises the forfeiture of condition obtained on the part of the lessor or any persons claiming through or under him shall be recoverable by the lessor.

(B) All notices, orders and other documents required under the terms of the lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 4 of 1976) or any Rules or Regulations or Directions made thereunder shall be deemed to be duly served as provided in 47 of the Uttar Pradesh Urban Planning and Development Act, 1973 as amended and modified by the Uttar Pradesh President's Act (Re-enactment with modifications) Act, 1974 (U.P. Act No. 30 of 1974).

(C) All powers vested by the Lessor under this lease may be exercised by the Chief Executive Officer of the lessor. The lessor may also authorize any of its other officers or agents all or any of the powers exercisable by it under this lease.

(D) PROVIDED that the executive Chief Executive Officer shall include the Chief Executive Officer for the time being or any other officer who is entrusted by the Lessor with the functions similar to those of Chief Executive Officer.

(E) All dues of the lessor shall be recoverable as charges of land revenue.

(F) The entire legal expenses of execution of this lease deed including the stamp duty and registration charges shall be borne by the lessor.

(G) Any relaxation, concession or indulgence granted by the lessor to the lessee shall not in any way prejudice the legal right of the lessor.

(H) The Chief Executive Officer of the lessor reserves the right to make any alterations and additions or modifications in these terms and conditions as may be considered just and expedient.

(I) In case of any clarification or interpretation regarding these terms and conditions the decision of the Chief Executive Officer of the Authority shall be final and binding.

(J) That all general and special terms and conditions as contained in the Resolution of the Authority shall form part of this lease deed. In case of any contradiction the clauses of the lease deed shall prevail.

(K) In the event of any dispute with regard to terms and conditions of the lease deed, the same shall be subject to the jurisdiction of District Court of Greater Bund Nagar where the property is situated or the Hon'ble High Court of Judicature at Allahabad.

For Lessee


For Managing Foundation Trust



IN WITNESS WHEREOF, the parties hereto have set their hand on the day and in the year herein first above written.

IN THE PRESENCE OF

(1) Witness for and on behalf of lessee

Address

(2) Witness for and on behalf of the lessor

Address

Certified that this is a true and exact copy of the original in all respect. C-100, SEC-39

LESSOR for and on behalf of the Lessor

[Signature]
[Faint text]

[Signature]
ANUS MANJAL
NDIDA

[Signature]
[Faint text]

For Mangalaya Foundation Trust
[Signature]

For Mangalaya Foundation Trust
[Signature]
Chairman