

AGREEMENT TO LEASE

THIS AGREEMENT TO LEASE made at CBD-Belapur Navi Mumbai on this 24th day of December Two Thousand Twenty One between City and Industrial Development Corporation of Maharashtra Limited, a Company incorporated under the Companies Act, 1956 (1 of 1956) and having its registered office at "Nirmal", 2nd floor, Nariman Point, Mumbai - 400 021, hereinafter referred to as 'the Corporation' (which expressions shall where the context so admits, be deemed to include its successors and permitted assigns) of the ONE PART

AND

Sharda Mansukhlal Kothari Charitable Trust, a Public Charitable Trust registered under the Society Registration Act, 1860 W.E.F. (04.02.2006) under the Certificate of Registration No. 1368/2005-2006 & R/KAP/16702/2020-2021 dt. 11.02.2021 & File No.K-35651 Registrar of Societies, Uttar Pradesh having its Registered office at Civil Lines Kanpur-208001, and its Branch office at 9th floor, Towers, Plot No.C/62, Bandra Kurla Complex, Bandra (East) Mumbai-400051, hereinafter referred to as 'the Licensee' which expression shall, where the context so admits, be deemed to include its successors and permitted assigns) on the OTHER PART.

WHEREAS;

- a) The Corporation is the New Town Planning Authority declared for the area designated as a site for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of its power under sub-section

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ASST. SOCIAL SERVICES OFFICER
SOCIAL SERVICES SECTION
CIDCO of Maharashtra Ltd.,
CIDCO Bhavan, C.B.D. Belapur,
Navi Mumbai - 400 614.

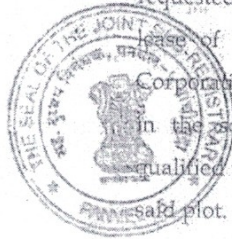
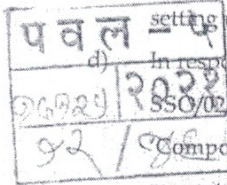
S. Sharma
**PRINCIPAL
KOTHARI SCHOOL
PANVEL.**

For SHARDA MANSUKHLAL KOTHARI
CHARITABLE TRUST (REGD.)

Sharda Mansukhlal Kothari
Authorized Signatory

(1)(3A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra XXXVII of 1966) hereafter referred to as 'the said Act'.

- b) The State Govt. in pursuance of Section 113 (A) of 'the said Act', acquiring lands described therein and vesting such lands in the Corporation for development and disposal.
- c) The Corporation has, in exercise of its power u/s, 159 (1) (a) of the Said Act made regulations called the Navi Mumbai Disposal of Land (Amendment) Regulations, 2008 which provide inter-alia in the Chapter III thereof for the disposal of land by the Corporation for setting up educational use and other purposes.



d) In response to the Advertisement issued by the Corporation bearing no SSO/02/SCH&Jr.C/Type-V/2017-18 for the purpose of setting up 'Composite School & Jr. College' in Navi Mumbai, the Licensee has requested the Corporation by its application / offer No. 49 to grant a lease of a piece or parcel of land so acquired and vested in the Corporation by the State Government and more specifically described in the schedule hereunder written. The Licensee was considered qualified in the said process and VC & MD has approved to dispose the said plot.

The Corporation has accepted the offer of the Licensee and consented to grant on Lease to the Licensee of all that piece or parcel of land admeasuring 3600.00 Sq.mtrs. being Plot No.66, Sector-03, situated at Karanjade, Navi Mumbai, Tal. Panvel, Dist. Raigad with permissible FSI One for the purpose of construction of a building for "Composite School & Jr. College" with FSI 1.00 (One) " or as per applicable UDCPR, if permissible/available additional FSI shall be granted through Estate Dept. on payment of applicable premium as per the prevailing policy.

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SOCIAL SERVICES SECTION
100 of Maharashtra Ltd.
C/o 420 Bhavan, C.B.D. Belapur,
Navi Mumbai - 400 614.

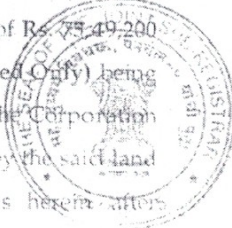
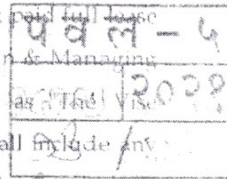
For BRIGADIER, NAVI MUMBAI
CHARTABLE TRUST

Signature
Municipal Corporation

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PRINCIPAL
KOTHARI SCHOOL
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- e) on as is where is basis" on the payment of the lease premium of Rs.75,49,200.00 (Seventy Five Lacs Fourty Nine Thousand Two Hundred Only). Accordingly, an allotment letter no. 5717/5000029/1450 dated 26.03.2018 has been issued.
- f) The Corporation has, regard being had to its object as contained in Section 114 (1) of the said Act to secure the layout and development of the New Town of the Navi Mumbai and provisions of the said regulation consented to grant to the Licensee a lease of all that piece or parcel of land described in the Scheduled hereunder written and more particularly delineated on the plan annexed hereto and show thereto by red colour boundary line and containing by measurement 3600.00 Sq. Mtrs. or thereabout and designated under the draft / final development plan of Navi Mumbai sanctioned or being sanctioned under the provisions of the said Act for the purposes of Education - Composite School & Jr.College. Hereinafter referred to as "the said land".
- g) The Licensee has, before the execution of this Agreement paid full lease premium alongwith other charges to the Vice Chairman & Managing Director of the Corporation, herein after referred to as "The Chairman & Managing Director", which expression shall include any other Officer of the Corporation as may be notified by the Corporation from time to time, by a general or special order, a sum of Rs. 75,49,200 (Seventy Five Lacs Fourty Nine Thousand Two Hundred Only) being the full premium agreed to be paid by the Licensee to the Corporation and the Corporation has permitted the Licensee to occupy the said land from the date hereof on the terms and conditions herein after contained:



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ASST. SOCIAL SERVICES OFFICER
SOCIAL SERVICES SECTION
CIDCO of Maharashtra Ltd.,
CIDCO Bhavan, C.S.D. Bldg.,
Navi Mumbai- 400 214.

SHARDA MANSUR
CHAIRMAN & MANAGING DIRECTOR

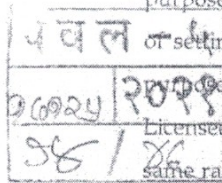
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S. Sharma
**PRINCIPAL
KOTHARI SCHOOL
PANVEL.**

THIS AGREEMENT WITNESSES AND IT IS HEREBY MUTUALLY
AGREED AS FOLLOWS :-

GRANT OF LICENSE

- 1) The licensee agreed to abide by and accept all the terms and conditions of the Scheme Booklet and the allotment letter issued to it and undertakes to comply with the same. All the terms & conditions of the Advertisement and allotment letter shall form part of this agreement. During the period of four years from the date hereto, the Licensee shall have license and authority only to enter upon the said land for the purpose of erecting a building or buildings to be used for the purpose of setting up of "Composite School & Jr. College" and for no other purpose and until the grant of lease as provided in hereafter, the Licensee shall be deemed to be a mere Licensee of the said land at the same rate and rent and subject to the same terms including the liability for payment of service charges to the Corporation. The license shall not be permitted to subdivided/sublease the said land in any manner.



NOT A DEMISE

- 2) Nothing contained in these presents shall be construed as demise in law of the said land hereby agreed to be demised or any part thereof so as to give to the Licensee any legal interest there in until the lease hereby provided shall be executed and registered but the Licensee shall only have a license to enter upon the said land for the purpose of performing this Agreement.
- 3) The Licensee hereby agrees to observe and perform the stipulation, that is to say:

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SOCIAL SERVICES SECTION
CHDCO of Maharashtra Ltd.,
C/O CO. Bhavan, S. D. Belpur,
Navi Mumbai - 400 614

Signature

S. Sharma

**PRINCIPAL
KOTHARI SCHOOL
PANVEL.**

SUBMISSION OF PLANS FOR APPROVAL:

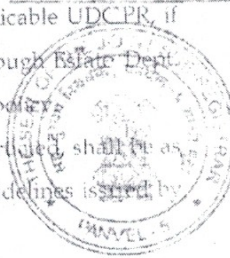
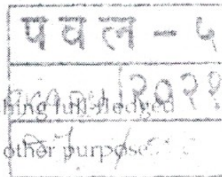
- a) That the Licensee shall within six months of the date hereof, submit to the Town Planner CIDCO/ PMC/Planning Authority of Karanjade Node(as the case may be) for its approval of the plans, elevation, sections, specification and details of the building, hereby agreed by the Licensee to be erected on the said land and the Licensee shall at on their own cost and as often as they may be called upon to do so, amend, all any such plans and erection and is so required will produce the same before the concerned Town Planning Authority and will supply them such details as may be called for the specification and when such plans elevation, details and specifications shall be finally approved by the Town Plagner, the Licensee shall sign and leave with him/her three copies of any further conditions and stipulations which may be agreed upon between the Licensee and the Town Planner, provided that the building or buildings actually constructed shall not be less than 50% of the permissible F.S.I. granted to be leased under this Agreement.

PLANS TO COMPLY WITH FOLLOWING RULES:

aa) (i) Land Use:

The above plot of land is to be used for purpose of establishing full fledged Composite School & Jr. College as prescribed and for no other purpose.

- i) The permissible FSI for plot shall be ONE or as per applicable UDCPR, if permissible/available additional FSI shall be granted through Estate Dept. on payment of applicable premium as per the prevailing policy.
- ii) The maximum height upto which building shall be constructed, shall be as per the prevalent GDCR and or any other regulatory guidelines issued by any Competent Authority.
- iii) The maximum height of room in the building shall be as per the prevailing UDCPR applicable of the Competent Authority as amended from time to time.



SHARDA MANSUKHIA, BROTHERS
CHARITABLE TRUST, PANVEL

S. Sharma
PRINCIPAL
KOTHARI SCHOOL
PANVEL.

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iv) The Corporation shall be entitled to impose any other terms and issue directions or conditions as may be deemed fit for efficient and better management of the Composite School & Jr. College, from time to time in the Agreement to Lease.

v) It is mandatory to provide a lay-by within the plot on road front, in accordance with the provisions laid down under sub-Regulation (2) of Regulation 18 of UDCPR-2020 sanctioned by the Government of Maharashtra on 29th March 2003 or as may be applicable from time to time.

vi) The approval of CIDCO's Chief Planner should be obtained with reference to elevation and aesthetics views of the project before submitting the building plans to the Competent Authority CIDCO/PMC/Planning Authority of Karanjade, Node (as the case may be) for approval and also for obtaining Occupancy Certificate.

vii) Accessibility guidelines as per 'The Rights of Persons with Disabilities Act, 2016' or as amended from time to time should be followed for construction of "Composite School & Jr. College" for Education use.

viii) Sub-division of the plot shall not be permitted. If it is observed, that any part of allotted plot is being used, other than the specified purpose action for cancellation of the plot will be initiated.

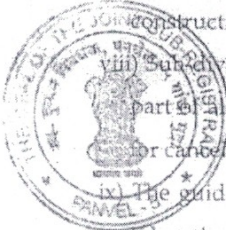
ix) The guidelines for admission of student as per the guidelines of Right to Education Act, 2012 or as amended from time to time should be followed by the trust.

x) The guidelines for Maharashtra State Council for Education Research and Training (MSCERT) guidelines of Inclusive Education Dept. Govt. of Maharashtra or as amended from time to time should be followed by the Trust.

b) Playground:

i) The playground if available adjacent to School plot shall be allotted to the Trust by the Estate Dept. as per the prevalent policy/rules and regulation

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ASST. SOCIAL SERVICES OFFICER
MUNICIPAL CORP. PANVEL SECTION
CIDCO of Karanjade Node LAL
CIDCO Bldg, C.P.O. Bldg,
Panvel, Mumbai - 401 104

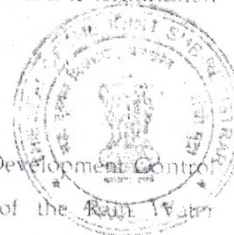
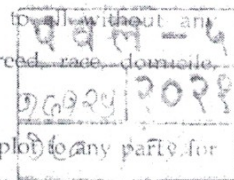
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PRINCIPAL
KOTHARI SCHOOL
PANVEL.

For SHARDA MANSUKHLAL KOTARI
CHAIRMAN, KOTARI TRUST

Sharda Mansukhlal Kotari
Signature

on the leave and license basis for developing and maintaining it as School playground at the rate applicable at the time of allotment for renewable period of 11 years at the discretion of CIDCO Ltd.

- ii) The school playground should be made available to neighborhood children for playing games after post school hrs. and on holidays.
- iii) The Compound wall to the playground shall be 1 mtr. from ground level of brick / stone masonry & 0.75 mt. wire / ms grill / RCC grill above the masonry to have visibility from outside or as per the prevalent regulation applicable from time to time. The Compound wall shall be constructed with the approval of concerned Town Planning Officer.
- iv) However, partition wall between school plot & playground shall be constructed by keeping 3m or 5m gate so that unwanted entries to the school compound can be restricted and public shall have accesses to the playground before & after school hours or on holidays.
- v) CIDCO reserves the rights to renew the L. & L period of school playground for further period of time.
- vi) In case of violation of terms & conditions of L. & L Agreement of school playground, CIDCO reserves the rights to terminate the L & L Agreement.
- vii) The School & School playground shall be open to all without any discrimination on the ground of religion, caste, creed, race, domicile, language or otherwise.
- viii) Trust shall not sub-lease or sublet the playground plot to any party for commercial purpose any violation in this behalf shall lead to termination of L & L Agreement.



c) RAIN WATER HARVESTING

U/S. 154 of the M. R. & T. P Act 1966 the existing Development Control Regulations, Special Provisions, the installations of the Rain Water Harvesting Scheme is required to be provided on the said property. However, the Licensee shall have one or more Rain Water Harvesting

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CIDCO of Maharashtra Ltd.,
CIDCO Bhavan, C-2 D. Belpat,
MUMBAI-400 014

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**PRINCIPAL
KOTHARI SCHOOL
PANVEL.**

For SHARDA V. S. SUGHLAL CHAUDHARI
KOTAHARI INDEPENDENT

Sharda V. S. Sughlal Chaudhari

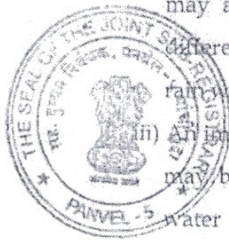
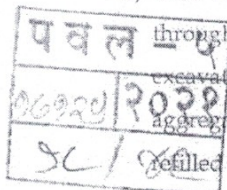
Structure having a total minimum capacity including storage or recharging in to ground or rain water falling on the terrace or any paved or unpaved surface within the building site where following systems may be adopted.

i) Open well of minimum 1.00 meter dia and 6 meter in depth into which rain water may be channeled and allowed after filtration for retaining silt and floating material. The well shall be provided with ventilating cover. The water from the open well may be used for non - potable domestic purposes such as washing, flushing and for watering the garden etc.

ii) Rain water harvesting for recharge of ground water may be done through a bore well around which a pit of one meter width may be excavated up to depth of at least 3 meter and refilled with stone aggregate and sand. The filtered rain water may be channeled to the refilled pit for recharging the bore well. Provided that the Authority may approve the Rain Water Harvesting structures of specification different from those in Schedule, subject to the minimum capacity of rain water harvesting is being ensured in each case.

iii) An impervious surface/ underground storage tank of required capacity may be constructed in the setback or other open space and the rain water may be channeled to the storage tank. The storage tank shall always be provided with ventilating covers and shall have draw-off taps suitably placed so that the rain water may be drawn off for domestic, washing, gardening and such other purposes. The storage tanks shall be provided with an overflow.

iv) The surplus rain water after storage may be recharged into ground through percolation pits or trenches or combination of pits and trenches. Depending on the geomorphological and topographical condition, the pits may be of the size of 1.20 m Width x 1.20 m Length x 2.00 m to 2.50 m Depth. The trenches can be of 0.60 m Width x 2.00 m



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SOCIAL SERVICES SECTION
C.D.O. of Maharashtra Ltd.
C.D.O. Panvel, S.P.O. Panvel
Panvel-5

For SHARDA MANSOOR
CHARTABLE

Shardha Mansoor
Signature

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PRINCIPAL
KOTHARI SCHOOL
PANVEL.

6.00 m Length x 1.50 to 2.00 m Depth. Terrace water shall be channeled to pits or trenches. Such pits or trenches shall be back filled with filter media comprising the following materials.

- a) 40 mm stone aggregate as bottom layer upto 50% of the depth.
- b) 20 mm stone aggregate as lower middle layer upto 20% of the depth.
- c) Coarse sand as upper middle layer upto 20% of the depth.
- d) A thin layer of fine sand as top layer.
- e) Top 10% of the pits/trenches will be empty and a splash is to be provided in this portion in such a way that roof top water falls on the splash pad.
- f) Brick masonry wall is to be constructed on the exposed surface of pits/trenches and the cement mortar plastered. The depth of wall below ground shall be such that the wall prevents loose soil entering into pits/trenches. The projection of the wall above ground shall at least be 15 cms.
- g) Perforated concrete slabs shall be provided on the pits/trenches.
- v) The Authority may impose a levy of penalty not exceeding Rs. 1000/- per annum for every 100 sq. meter of built up area for the failure of the Licensee to maintain Rain Water Harvesting Structure as required. The Licensee shall be liable to comply with the said requisition of the penalty.
- vi) The other conditions mentioned in the allotment letter shall form a part of this condition.

d) FENCING DURING CONSTRUCTION:

That the land shall be fenced properly by the Licensee at their expense with in a period of two months from the date thereof. The Licensee shall not encroach upon any adjoining land, road, pathway or footpath of the Corporation in any manner whatsoever. Any such encroachment shall be deemed to be a breach of this Agreement. Without prejudice to the

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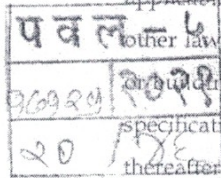
For SHARDA MANSUKH A. B. SHARMA
CHARTERED SCHOOL

Sharda Mansukh A. B. Sharma

generality of the rights and remedies of the Corporation in respect of such breach, The Vice Chairman & Managing Director shall be at liberty to remove or cause to be removed any such encroachment at the risk and cost of the Licensee and dispose of any tool, implements, material or things involved in such encroachment and to recover expenses of such removal and disposal from the Licensee.

e) NO WORK TO BEGIN UNTIL PLANS ARE APPROVED:

That no work shall be commercial or carried out which infringes the applicable Development Control Regulations for Navi Mumbai or any other law for the time being in force as regards construction of a building or buildings on the said land and until the said plans, elevations, sections, specifications and details shall have been so approved as aforesaid and thereafter they shall not make any alterations or additions thereto unless such alterations or additions shall have been in like manner approved previously.



f) TIME LIMITS FOR COMMENCEMENT AND COMPLETION OF THE CONSTRUCTION WORK:

The Licensee shall within a period of 12 months from the date here to commence and within a period of four years from the date here to complete construction at their own expenses and in a substantial and workman like manner and with new sound materials and compliance with the said Development Control Regulations and any other law for the time being in force and in strict accordance with the approved plan, elevations, sections, specifications and details to the satisfaction of the Town Planning Officer, and comfortably to the building lines marked on the plans and completely finish fit for occupations a building or buildings to be used as aforesaid with all requisite drains and other convenience there to, provided that building or buildings hereby agreed by the Licensee to be so constructed shall not be less than 50% of the permissible floor space index.

ASST. SOCIAL SERVICES OFFICER
SOCIAL SERVICES SECTION
C.P.O. of Maharashtra, Mumbai
CHICO Bawari, C.S.D. Bhopal
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**PRINCIPAL
KOTHARI SCHOOL
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APPROVED BY THE
MEMBERABLE TRUST DEED

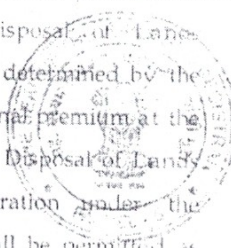
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permitted under this agreement. The required permission for commencement of work shall be sought by the Licensee from the CIDCO/PMC/Planning Authority of Karanjade, Node (as the case may be) not before obtaining NOC from the Corporation within the stipulated time failing which the Licensee shall be liable to pay applicable additional charges as per prevalent regulations for any such delay in commencing the work. The Licensee shall complete the construction work within the stipulated time. The Licensee shall be liable to payment of the additional charges for any such delay. The Licensee shall seek permission for occupation from CIDCO/PMC/Planning Authority of Karanjade, Node (as the case may be) not before obtaining / seeking No Dues, No Objection certificate from the Licensor or Corporation.

g) EXTENSION OF TIME:

The time prescribed for making payments, submission of plans, commencement of erection of the building and completion of construction of such work shall be essence of the Agreement. If the Licensee obtained development permission and commences the construction in accordance with the condition of prescribed herein between the Licensee and the Corporation but has been unable to complete the construction within the time stipulated herein for reasons beyond the control of the Licensee, the Vice Chairman & Managing Director may permit extension of time for completion of construction of work on payment of additional premium provided in Regulation 7 of Navi Mumbai Disposal of Land (Amendment) Regulation, 2008 at the rate as may be determined by the Corporation from time to time. On payment of additional premium at the scale provided by Regulation 8 of the Navi Mumbai Disposal of Land (Amendments) Regulation, 2008 made by Corporation under the provisions of the said Act, the extension of time shall be permitted as amended from time to time. Provided further that if the construction is not commenced on the plot upto and the said extended time, this agreement

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S. Sharma
**PRINCIPAL
KOTARI SCHOOL
PANVEL.**

shall be terminated and the land allotted shall be resumed with immediate effect.

h) RATES AND TAXES:

That the Licensee will pay all rates, taxes, charges, claims and outgoings chargeable against an owner or occupier in respect of the said land and building erected thereon from time to time to the concerned applicable CIDCO/PMC/Planning Authority of Karanjade, Node (as the case may be) authority from time to time.

i) PAYMENT OF LAND REVENUE:

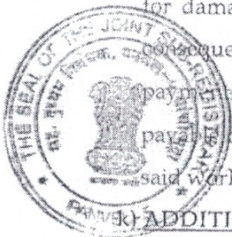
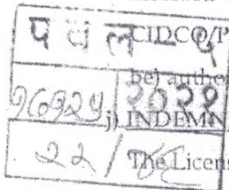
That the Licensee shall pay the land revenue and taxes which may be assessed on the said land from time to time by the concerned applicable CIDCO/PMC/Planning Authority of Karanjade, Node (as the case may be) authority from time to time.

j) INDEMNITY:

The Licensee will keep the Corporation indemnified against any / all claims for damage which may be caused to any adjoining or other premises in consequence of the execution of the aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by local Authority or Authorities in respect of the said works or anything done under the authorities here in contained.

k) ADDITIONAL CONDITIONS OF SOLID WASTE MANAGEMENT:

- i) The Lessee shall keep two streams of waste - one for food waste and biodegradable waste and another for recyclable waste such as paper, plastic, metal, glass, rags, etc..
- ii) The Lessee shall identify locations for composting and disposal to waste within the boundaries of the said property.
- iii) The Lessee shall ensure that no domestic or / institutional waste shall be thrown on the streets, footpath, open spaces, drains, or water bodies.
- iv) The Lessee shall make separate arrangement for disposal of toxic or hazardous households waste such as used batteries, containers for



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CIDCO of Maharashtra Ltd.,
CIDCO Bhavan, P.B.D. Road,
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RECEIVED KARJADE NODAL OFFICE
20/07/2022

Signature
20/07/2022

S. Sharma
PRINCIPAL
KOTHI SCHOOL
KARJADE.

v) The Lessee shall ensure proper segregation and storage of household waste in two separate bins / containers for storage of food waste / biodegradable waste and recyclable waste.

That the Licensee will observe and confirm to the relevant Development Control Regulations for Navi Mumbai, or any other law for the time being in force relating to public health and sanitation and will provide sufficient latrine accommodation and other sanitary arrangements for the laborers and workmen employed during the construction of the building on the said land and its surrounding in order to keep the said land and its surroundings clean and in good condition to the entire satisfaction of the Vice Chairman & Managing Director, permit any laborers or workmen to reside upon the said land and in the event of such consent being given, will comply strictly with the terms thereof.

That the Licensee will not make any excavations upon part of the said land or remove the stone earth or other material there from except so far as may, in the opinion of the Vice Chairman & Managing Director be necessary for the purpose of forming the foundations of the building and compound walls and executing the works authorized by the Agreement.

That the Licensee shall not affix or display or a permit to be affixed or displayed on the said land or buildings erected thereon any sign boards, sky signs, neon sign or advertisements, painted or illuminated or otherwise unless the consent in writing of the Vice Chairman & Managing Director shall have previously been obtained there to.

ASST. SOCIAL SERVICES OFFICER
SOCIAL SERVICES SECTION
DOH, Manhattan, N.Y.
UNESCO Bldg., C.B.D., New York
New York, N.Y. 10006

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KOTHARI SCHOOL
PANVEL.

o) NUISANCE:

That the Licensee shall not at any time do, cause or permit any nuisance in or upon the said land in particular shall not use or permit the said land to be used for what is not granted.

p) INSURANCE:

That the Licensee shall as soon as any building to be erected on the said land shall be roofed, insure and keep insured the same in its name against damage by fire for an amount equal to the cost of such building and will on request produce to the Vice Chairman & Managing Director a policy or policies of insurance and receipts for the payments of the last premium and shall forthwith apply all money received by virtue of such insurance in rebuilding or reinstating the building.

q) RECOVERY OF ANY SUM DUE TO THE CORPORATION:

Where any sum payable to the Corporation by the Licensee under this Agreement or in respect of the allotment of the said property, as determined by the Corporation is not paid, the Corporation shall be entitled to recover such sum as arrears of land revenue, pursuant to paragraph 6 of the schedule to the said Act or in the alternative, by giving a notice to the Licensee to pay the said amount payable on failure to pay the said amount, the Corporation shall take all necessary steps to resume the said property after termination of this agreement. Whether any sum is to be payable by the Licensee, shall be determined by the Vice- Chairman & Managing Director and every such decision by the Vice- Chairman & Managing Director shall not be disputed by the Licensee and shall be final and binding upon it.

r) RESTRICTION AGAINST APPOINTMENT OF AGENT BY A POWER OF ATTORNEY OR OTHERWISE:

The Licensee shall not appoint any person as its agent by power of attorney or otherwise for the purpose of this agreement except its authorized trustees.

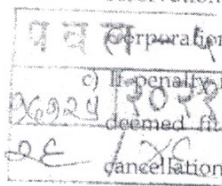


S. Sharma
PRINCIPAL
KOTHARI SCHOOL
PANVEL.

[Signature]

CIDCO/Govt. employees. The institute shall submit information detailing number of students filled in each standard through this reservation as per the lease Agreement which shall be uploaded on CIDCO website. The institutions shall give admission in pre-primary to Higher Secondary Section through lottery.

- a) Apart from above, allottee Trust/Society shall give admission in all the std. (Pre primary to Higher Secondary) in such cases, which are recommended by CIDCO management.
- b) As indicated in condition above, if the Trust/Society violates the admission reservation conditions they will have to pay a heavy penalty as decided by Corporation from time to time.



c) If penalty is not paid within the time given by CIDCO Ltd., legal action deemed fit will be taken against the Trust/Society which may lead to cancellation of plot.

d) In such case if the allotment of plot is cancelled due to violation of condition, Trust/Society will have to vacate premises and no compensation what so ever shall be paid by CIDCO Ltd.

e) Trust/Society should grant admission to eligible students under RTE Act as amended from time to time.

IV TUITION FEES:

- i) The tuition fees chargeable to pupils must be approved by the competent Authority in Education Dept., Government of Maharashtra.
- ii) No donation or deposit in any form shall be received by the applicant Trust/Society from the parents or guardians of pupils in consideration of the admission of their wards in the School.
- iii) In this behalf the School shall adhere to the directives issued by the Government regarding PTA, School Bus & fees to be charged, appointment of qualified teaching & non-teaching staff, providing infrastructural facilities to the multiple disable students, etc. from time to time further the management shall collect the tuition fee and special fee.

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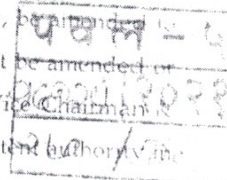
Admission

S. Sharma
PRINCIPAL
KOTHARI SCHOOL
PANVEL.

etc. as prescribed by fee Regulation Committee appointed by the State Govt. / Competent Authority in Govt. Dept.

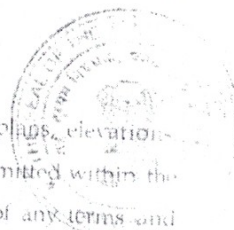
v) OTHER CONDITIONS:

- a) The Composite School & Jr. College shall be equipped properly to the satisfaction of the Vice Chairman & Managing Director of the Corporation/competent authority in Govt...
- b) The said school shall be open to the public without any discrimination on ground of religion, caste, creed, race, sex, place of birth, domicile, language, etc.
- c) The Composite School & Jr. College shall employ competent qualified Teaching & Non Teaching staff as per the norms of Govt. authority.
- d) The Composite School & Jr. College shall be conducted for charitable purpose and not for profit.
- e) Two members on the managing body of the Composite School & Jr. College to be appointed by Licensor to manage or govern the Composite School & Jr. College which shall be nominated by the Corporation in Estate Dept. and such persons shall have same rights, powers, privileges and immunities as other members of the said governing body of the committee of the Management and the regulation or bye laws of the Licensee shall provide accordingly and shall, if necessary, be amended or provide for such nomination and said provisions shall not be amended or altered without the previous written permission of the Vice Chairman/Managing Director of the Corporation or any other competent authority in the Govt.



4. POWER OF TERMINATION OF AGREEMENT

Should the Town Planning Officer not approve of the plans, elevations, sections, specifications and details whether originally submitted within the time herein before stipulated and / or due to violation of any terms and conditions of this Agreement, the Vice Chairman & Managing Director may



ASST. SOCIAL SERVICES OFFICER
SOCIAL SERVICES SECTION
CORPORATION OF MAHARASHTRA, LTD.
CHD, Chavan, U.B. Hall
Mumbai-400 042

S. Shauk

**PRINCIPAL
KOTHARI SCHOOL
PANVEL.**

Chavan

- iii) To continue the said land in the Licensee's occupation on payment of such fine or premium as may be decided by the Vice Chairman & Managing Director.
- a) If the licensee fails to observe any of the conditions of Allotment letter, Agreement to Lease/ Lease deed.
- b) If the licensee surrenders or terminates the lease before the expiry of the full lease period.
- c) The Corporation shall revoke license granted to the intending lessee, its agents, servants to enter upon the said land and there upon the Agreement to Lease /Lease Deed to be executed shall cease and terminate and all erections and materials plants and things upon this land agreed to be allotted shall belong to the Corporation without making any payment to him/ her for refund or repayment of any premium paid by him/ her.
- iv) To direct removal of alteration of any building or structure erected or used contrary to the condition of the grant within the prescribed time and on such removal of or alteration not being carried out within the prescribed time cause the same to be carried out and recover the cost of carrying out the said removal or alteration of such building or structure from the Licensee.
- v) The Licensee for the purpose of erecting such building ^{Use of structure} as ^{16 DEC 1999} aforesaid immediately attached to the said land and on part thereof other than defective or improper materials (remove for the purpose of being replaced by proper materials) shall be entitled to remove the said material from the said land without the previous consent of the Vice Chairman & Managing Director until the grant of the completion.

Deep S
ADMT. OFFICE
SCHOOL SERVICES SECTION
CHDC of Maharashtra Ltd.
CHDC Bhamburda, B.D. Road
New Mumbai - 400 001

RECEIVED

CHARTABLE DEED SECTION

16 DEC 1999

S. Sharma
PRINCIPAL
KOTHARI SCHOOL
PANVEL.

EXPLANATION: 2) Nothing contained in the forgoing clause shall be construed to suffer from inconsistency to derogate from the rights and powers reserved to the Corporation under the respective clause and exercisable by the

6. GRANT OR LEASE

7. COMPLIANCE WITH THE MAHARASHTRA REGIONAL & TOWN PLANNING ACT, 1966 & THE NAVI MUMBAI DISPOSAL OF LANDS (AMENDMENT) REGULATIONS, 2008

It is hereby agreed and declared by and between the parties hereto that the Corporation has leased and demised premises unto the Lessee and the Lessee has taken such lease upon the conditions, covenants and stipulations contained herein to be observed and performed by the Lessee and subject to Section 118 and other applicable provisions of the Maharashtra Regional & Town Planning Act, 1966 (Mah.XXXVII of 1966) and the rules and regulations made there under including the Narm

ASST. SOCIAL SERVICES OFFICER
 600 Oak St., P.O. Box 100, New York,
 N.Y. 10007
DONOR CHAVEN, C. J., Major
 New York City Police Dept.

S. Sharma
PRINCIPAL
KOTHARI SCHOOL
PANVEL.

Mumbai Disposal of Lands (Amendment) Regulations, 2008 as amended from time to time.

8. FORM OF LEASE

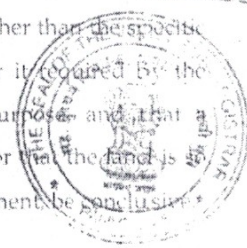
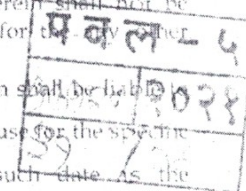
The form of lease shall be prepared in duplicate in accordance with the annexed form of lease with such modification and additions thereto as may be determined by the Corporation and all costs, charges and expenses of land incidental to the execution of this Agreement and its duplicate as also the Lease and its duplicate shall be borne and paid by the Licensee wholly and exclusively.

9. NOTICE

All notices, consents and approvals to be given under this "Agreement shall be in writing and shall unless otherwise provided herein be signed by the Vice Chairman & Managing Director or any other (officer authorized by him/her) and any notice to be given to the Licensee shall be considered as duly served, if the same shall have been entered, left, or posted, addressed to the Licensee at the usual or last known place of or the said land building or erection whether temporary or otherwise upon the said land.

10. ADDITIONAL CONDITIONS:

- I) That the land or any part thereof or any interest therein shall not be transferred / subleased/sublet or shall not be used for any other purpose other than for which it is allotted.
- II) That the land with all the fixtures and structures thereon shall be held to be resumed by the Corporation if not used or unable to use for the specific purpose or purposes for which it is granted by such date as the Corporation may fix in this behalf, or if used for any other than the specific purpose or other purposes for which it is granted or it required by the Government for its own purpose or any public purpose and that declaration by the Vice Chairman & Managing Director that the land is for the required shall, as between the grantee and the Government be conclusive.
- III) That if the land is at any time resumed under condition (II) the Compensation payable therefore shall not exceed the amount if any, paid

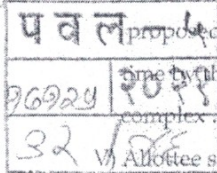


Dr. S. Sharma
PRINCIPAL
KOTHARI SCHOOL
PANVEL.

Dr. S. Sharma

to the Corporation for the grant together with the cost or value at the time of resumption (whichever is less) of any building or other work authorized erected or executed on the land by the grantee. If a question arises as to the adequacy of the amount of compensation to be paid under condition, such question shall be referred to the Government for decision. All other conditions stipulated in the Scheme Booklet and the allotment letter will be binding and will be considered as the part of the present agreement.

IV) Provision of the Rights of persons with Disability Act, 2016 to words of



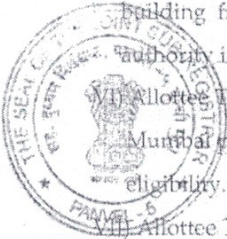
proposed complex shall be obeyed and abided as amended from time to time by the allottee for developing and administering the proposed

complex.

V) Allottee should undertake periodically structural audit of the proposed

building from time to time from office of the concerned competent

authority in Govt.



VI) Allottee Trust/Society shall give priority in employment to PAF's of Navi Mumbai project in the proposed project subject to meeting the prescribed eligibility.

VII) Allottee Trust/Society shall not sublease the plot/School building for running the School activity

11. TIME BEING ESSENCE OF THE CONTRACT

The time prescribed hereinabove for the various compliances and performance of the agreement, shall be the essence of this Agreement.

12. Over & above mentioned terms & conditions, CIDCO reserves the right to incorporate any other terms & conditions in Agreement from time to time by executing modified Agreement.

13. In case, if any dues are detected towards payment of lease premium, and other charges towards the allotted plot on post allotment or on execution of Agreement/Lease Deed, same will have to be paid by the lessee within the given period of time.

S. Shau
PRINCIPAL
KOTHE SCHOOLS
PANVEL.

Director
Assistant Engineer

SCHEDULE

ALL THAT piece or parcel of land known as Plot No.66 situated in Sector 40B in Karanjade, Navi Mumbai, Tal. Panvel, Dist. Raigad, containing admeasurements 3600.00 Sq.mtrs. or thereabouts and bounded as follows that is to say:

On or towards the North by: 20.00 mtr. wide road
On or towards the South by: Plot No.66A & Plot No.68
On or towards the West by: 9.00 M Wide Road
On or towards the East by: Plot No.63 to 65

And delineated on the plan annexed hereto and shown thereon by a red colour boundary line.

IN WITNESS WHEREOF the parties hereto have set their hands and seal the day and year first above written.

Signed and Delivered for and on

Behalf of the City and Industrial

Development Corporation of

Maharashtra Limited, Lessor

By the hand of

Smt.D.P.Kamble, A.S.S.O.

In the presence of

1) Smt.D.D.Ghude, A.M.O.(SS)

2) Smt.K.M.Vaity.(FO)

Signed and Delivered by the within named License

M/S. Sharda Mansukhlal Kothari Charitable Trust

By the hand of

Shri Anurag Tandon

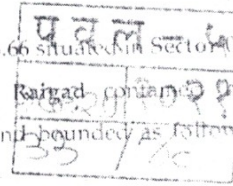
(Authorised office bearer of the trust vide resolution dt.23.09.2021)

In the presence of

1) Adv. Indrani Tiwari

2) Anil Sawant

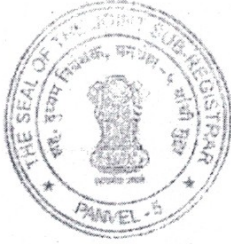
S. Shau
PRINCIPAL
KOTHARI SCHOOL
PANVEL.



Anurag T.
Anurag T.

Anil Sawant
Anil Sawant

पवल - ५	
२६/०२/२०२१	२०२१
३४	१४६



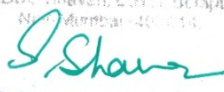
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**PRINCIPAL
KOTHARI SCHOOL
PANVEL.**

POSSESSION RECEIPT

M/S.SHARDA MANSUKHLAL KOTHARI CHARITABLE TRUST.
HAVE THIS 24th DECEMBER 2021 RECEIVED POSSESSION OF
A PLOT NO. 66, ADMEASURING THE AREA OF 3600.00 SQ.MTRS.
OUT OF SECTOR NO. 03, PERTAINING TO REVENUE VILLAGE
KARANJADE, TALUKA PANVEL, DISTRICT RAIGAD EAR.
MARKED FOR COMPOSITE SCHOOL & JUNIOR COLLEGE, AS
PER DEMARCATION ON SITE AND AS SHOWN ON THE
ENCLOSED PLAN BY RED COLOUR BOUNDARY.

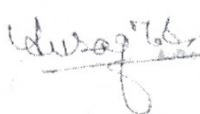

HANDED OVER

ASST. SOCIAL SERVICES OFFICER
SOCIAL SERVICES SECTION
CIDCO, MIDC, PANVEL, RAIGAD
CIDCO, MIDC, PANVEL, RAIGAD
MIDC, PANVEL, RAIGAD


**PRINCIPAL
KOTHARI SCHOOL
PANVEL.**



TAKEN OVER


Signature

शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

नोंदणीकृत कार्यालय: वि.म.क. दुसरा मजला, नरिमन पॉइंट, मुंबई ४०००२१. मुख्य कार्यालय: सिडको, सी.डी.ई. बिल्डिंग, नवी मुंबई ४०००६३

भूमी व भूमापन विभाग- सिडको भवन

क्र./सिडको/भूमापन/सभूअ/२०२१/७३७६७

दिनांक:- ०९/१२/२०२१

विषय:- करंजाडे नोड येथील सेक्टर क्रमांक - ३ मधील भूखंड क्रमांक - ६६ चे सीमांकन करून हद्दी दाखविण्याबाबत

संदर्भ:- १) सामाजिक सेवा अधिकारी यांचेकडील पत्र क्र. सिडको/सा.से.अ/२०२१/१०९९/६-७३७६७

दिनांक:- १२/११/२०२१

२) वरिष्ठ नियोजनकार (वि.+पु.) यांचेकडील पत्र क्र.सिडको/नियोजन(वि.+पु.)/२०२१/

इ-७३७६७

दिनांक:- ०६/१२/२०२१

करंजाडे नोड येथील सेक्टर क्रमांक ३ मधील भूखंड क्रमांक - ६६, क्षेत्रफळ ३५९९.९४ चौ.मी. आमहाला देण्यात आलेला आहे. सदर भूखंड दिनांक-०९/१२/२०२१ रोजी भूमापक श्री वकील सुक्रे, योगेश वानखडे, किशोर देशमुख यांनी उपरोक्त भूखंडाचे सीमांकन माझ्या समक्ष केले व जागेवर सीमांकनाच्या खुंट्या लावून भूखंडाच्या हद्दी दाखविण्यात आल्या. भूखंडाच्या हद्दी व क्षेत्रफळ या विषयी माझी/आमची कोणत्याही प्रकारची तक्रार नाही.

मला/आमहाला देण्यात आलेल्या भूखंडाच्या हद्दी व क्षेत्रफळ याबाबत कोणताही वाद नसून मला/आमहाला सीमांकन मान्य आहे.

समक्ष

भूमापक *[Signature]*
भूमापक *[Signature]*
भूमापक *[Signature]*
३-१२-२१

भूखंड धारकाचे नाव व सही
For SHARDA MANSUKHLAL KOTHARI
CHARITABLE TRUST, REGD.

[Signature]
(ANURAG TANDON)
MANAGING TRUSTEE

क्षेत्राधिकारी (भूमापन)

[Signature]
ASST. SOCIAL SERVICES OFFICER
SOCIAL SERVICES SECTION
CHDCC, KOTHLI, PANVEL
CHDCC Bhuvan, C.D. E. Building
New Mumbai - 400063

[Signature]
PRINCIPAL
KOTHARI SCHOOL
PANVEL.

शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

महाराष्ट्र शासन, नगर विकास विभाग, मुंबई-४०००२१, मुंबई नगरपालिका, सिडको सी.डी.ओ. कार्यालय, नवी मुंबई-४००६११

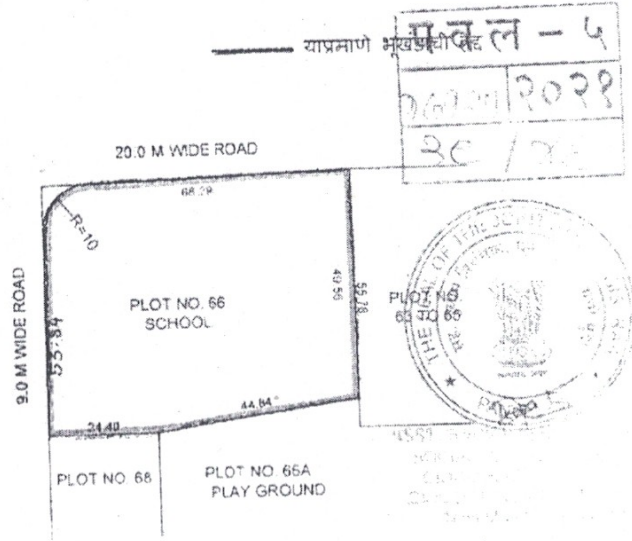
भूमी व भूमापन विभाग- सिडको भवन

क्र./सिडको/भूमापन/सभूअ/२०२१/७३७७

दिनांक: ०९/१२/२०२१

मोजमापासह करंजाडे नोड मधील सेक्टर क्र. ३, भूखंड क्र. ६६, याचा सीमांकन नकाशा वरिष्ठ नियोजनकार(वि.+पु.) यांचे पत्र क्र.सिडको/नियोजन(वि.+पु.)/२०२१/इ-७३७६७ दिनांक- ०६/१२/२०२१ च्या नुसार सीमांकनाचा नकाशा तयार केला.

भूखंड क्रमांक-६६ चे क्षेत्रफळ:- ३५९९.९४ चौ.मी.



FOR SHAJODA KANBURIJI & CO. LAR
BENEFITABLE TRUST (BTD)

06/12/2021

प्रमाण:- 1:1000

सहायक भूमापन अधिकारी
सिडको

०६/१२/२०२१

भूमापक

भूमापक

भूमापक

S. Shauze
PRINCIPAL
KOTHARI SCHOOL
PANVEL.

**SHARDA MANSUKHLAL KOTHARI
CHARITABLE TRUST**

16/72, CIVIL LINES, KANPUR-208001

REGISTERED AS A SOCIETY UNDER THE SOCIETY ACT, 1860 W.E.F. (04.02.2006)
REGISTRATION NO: 1368/2005-06 & RENEWAL NO. K-2719/2015-16

COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE TRUSTEES OF
SHARDA MANSUKHLAL KOTHARI CHARITABLE TRUST HELD AT "PAN PARAG
HOUSE" 24/19, THE MALL, KANPUR - 208 001, ON THURSDAY, 23RD SEPTEMBER,
2021 AT 11:30 A.M.

"RESOLVED THAT the consent of members of the management committee, of Sharda Mansukhlal Kothari Charitable Trust, (the 'Trust') be and is hereby accorded to enter into a Agreement to Lease with City and Industrial Development Corporation of Maharashtra Limited, a Company incorporated under the Companies Act, 1956 (1 of 1956) and having its registered office at "Nirmal", 2nd floor, Nariman Point, Mumbai - 400 021, (hereinafter referred to as 'CIDCO / Lessee') in respect of the Land Premises situated at Plot No.66, Sector-03, Karanjade, Node Pushpak, Navi Mumbai, Tal. Panvel, Dist. Raigad contained by admeasurements 3600.00 Sq.mtrs. or thereabouts, for the development of a School Premises, as allotted to us by Allotment Letter / Letter for Allotment of Social Facility Plot bearing Ref. No. 5717/5000029/1450 dated 26th March 2018, on the terms and conditions, as mentioned in the draft Agreement to Lease, as produced before the meeting and initialed by the Chairman (President Trustee) for the purpose of identification.

RESOLVED FURTHER THAT Sri. Mitesh Kothari, Vice-President, Trustee of the Trust, or Sri. Anurag Tandon, S/o Late Mr. Satish Kumar Tandon, R/o Flat No. 306, Mani Manohar Apartment, 7/86, Tilak Nagar, Kanpur, - 208001, be and are hereby severally authorised on behalf of the Trust to do and sign all such acts, deeds and things as may be required in execution of the aforesaid resolution.

RESOLVED FURTHER THAT any of the Trustees / Members of the Trust, be and is hereby authorised to certify a true copy of this resolution, in order to submit the same to CIDCO and any other relevant authorities or offices, in connection with this matter.

For the purpose of identification, Mr. Anurag Tandon has placed his signature at the end of this document.

CERTIFIED TRUE COPY

For SHARDA MANSUKHLAL KOTHARI
CHARITABLE TRUST (REGD.)

x *Ati K...*
MANAGING TRUSTEE / TRUSTEE

x *Anurag Tandon*
(Anurag Tandon)
Authorised Signatory

Attested by:

For SHARDA MANSUKHLAL KOTHARI
CHARITABLE TRUST (REGD.)

x *Ati K...*
MANAGING TRUSTEE / TRUSTEE

S. Sharma
**PRINCIPAL
KOTHARI SCHOOL
PANVEL.**

S. Sharma
PRINCIPAL
KOTARI SCHOOL
PANVEL.

4/12/21, 2:08 PM

Summary 1 (Dasgoshwara bhag 1)

529/17125

बुधवार 29 डिसेंबर 2021 2:08 म.न.

दस्तावेज संख्या भाग-1

पत्रांक 529/17125

दस्तावेज संख्या 17125/2021

दस्तावेज क्रमांक: पत्रांक 5/17125/2021

बाजार मूल्य: ₹. 00/-

मोबदला: ₹. 75,49,200/-

भरलेले मुद्रांक शुल्क: ₹. 3,78,000/-

दु. नि. सह. दु. नि. पत्रांक 5 यांचे कार्यालय

अ. सं. 17125 वर दि. 29-12-2021

रोजी 2:07 म.न. वा. हजर केला.

पावती 17920

पावती दिनांक: 29/12/2021

माध्यमचाराबाबत मा. शा.दा. मनमूखलाल कोठारी प्रतिष्ठान ट्रस्ट यांनी
करणार असुराग टंकन - -

मोबदली फी

₹. 30000.00

दस्तावेज हानाळणी फी

₹. 920.00

मुद्रांची संख्या: 46

एकूण 30920.00

Joint Sub Registrar Panel 5

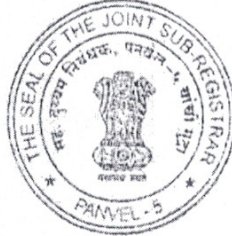
Joint Sub Registrar Panel 5

दस्तावेज प्रकार: अंदाजित द. मोज

मुद्रांक शुल्क: (एक) कोणत्याही महालगराविकेच्या हद्दीत किंवा म्हालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (पोस्ट) पत्रांक नमूद न
केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्षा सं. 1 29 / 12 / 2021 02 : 07 : 04 PM ची वेळ: (मादनीकरण)

शिक्षा सं. 2 29 / 12 / 2021 02 : 08 : 11 PM ची वेळ: (फी)



माध्यमचाराबाबत मा. शा.दा. मनमूखलाल कोठारी प्रतिष्ठान ट्रस्ट यांनी
करणार असुराग टंकन - -

लिहून देणार

लिहून देणार

S. Shaur
PRINCIPAL
KOTHARI SCHOOL
PANVEL.

SHARDA MANSUKHLAL KOTHARI CHARITABLE TRUST

REGISTERED AS A SOCIETY UNDER THE SOCIETY ACT, 1860 W.E.F. (04.02.2009)
WITH REGISTRATION NO. K-35651 & RENEWAL NO. R/KAP/1670/2020-2021

Add.: 16/72, CIVIL LINES, KANPUR -208001

प्रति,

E10874164

मा. कक्ष अधिकारी,

शालेय शिक्षण व क्रिडा विभाग,

मंत्रालय, मुंबई

विषय:- नाहरकत प्रमाणपत्र (NOC) मिळणेबाबत...

महोदय,

आपणांस विनंतीपुर्वक कळविण्यात येते की, शारदा मनसुखलाल कोठारी चॅरिटेबल ट्रस्ट उत्तर प्रदेश संचालित कोठारी स्कूल करंजाडे, ता. पनवेल, जि. रायगड (इंग्रजी माध्यम -सी.बी.एस.सी.) या शाळेचा ना हरकत प्रमाणपत्र (NOC) मिळण्यासाठी आवश्यक कागदपत्रांसह आपणांस प्रस्ताव सादर करत आहोत, तरी शैक्षणिक वर्ष २०२६-२७ मध्ये ना हरकत प्रमाणपत्र मिळावे ही नम्र विनंती.

कळावे,

only soft copy submitted.

Kapra
01-09-26
12:50 PM
लिपिक
शालेय शिक्षण व क्रिडा विभाग
मंत्रालय, मुंबई - ४०० ०३०

Mk
SHARDA MANSUKHLAL KOTHARI
CHARITABLE TRUST

S. Sharma
PRINCIPAL
KOTHARI SCHOOL
PANVEL.