

731603899

3875

GOVT. OF ODISHA
SR, JAGATPUR
CUTTACK



STAMP DUTY
000000

3785

NON JUDICIAL

Rs. ≈ 0000100 ≈ 28.12.2016

LICENSE NO : CTCFRA010

INDIA

365508

ODISHA

Zero*Zero*Zero*Zero*OneZero*Zero**

0511 4908440

Done by
28-12-16
21
20/5/17

Fees Paid

A 5 (130.00)

R 4 (50.00)

U.C. 260.00

340.00

28.12.16

Sub-Registrar
Proper Officer
Jagatpur

Registered in Book...
e-Registration I.D. No. 3899
e-Registration Document No. 3785
No. 3785 Date 28.12.16
for the year 2016

Registering Officer
Jagatpur

28.12.16

28/12/2016

28/12/16

LEASE DEED

This Lease Deed made on this 27th day of December, 2016

BETWEEN

IAL INVESTMENT PRIVATE LIMITED, the name of which was changed to **RSB GLOBAL PRIVATE LIMITED** vide Govt. of India SRN A37699071 dated 21/06/2008 having its office At: Ubale Nagar, Nagar Road, Wagholi, Pune - 412207 represented through its authorised signatory, 1.Mr.Gyanendra Ku. Behera, aged about 58 years & (2) Mr. Soumendra Ku. Behera aged about 56 years, both S/o Shree Bhramarabar Behera by caste Gopal, by profession Business, At Mania, P.O.Uchchapada, P.S. Tangi, Dist.Cuttack (hereinafter called as "The Lessor") of the one part.

AND

D.A.V. COLLEGE TRUST & MANAGEMENT SOCIETY, a Society registered under the Societies Registration Act,1860 having its registered office at "Chitragupta Road, New Delhi-110055, represented through its Regional Director, DAV Institutions, Odisha, Zone-I Bhubaneswar, Dr. Keshaba Chandra Satapathy, aged about 59 years, S/o Kashinath

ଅନିକ ନଂ-1131 ଉପରେ 28/12/2016
 ଶ୍ରୀ ଶ୍ରୀ ସ୍ୱାମୀ ମୁଖ୍ୟ Rs 100/- Receipt are enclosed

ସ୍ୱାମୀ ଲେଖକ
 ଉପସ୍ଥାପନା

ଶ୍ରୀ ଶ୍ରୀ କରାଣୀ କ ସ୍ୱାମୀ
 ଉପସ୍ଥାପନା

(Handwritten signature)

(Handwritten signature)



Endorsement of the certificate of admissibility

Admissible under rule 25: duly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 1899, Schedule 1-A No. 35(a) Fees Paid : A5(a)-30 ,L4-50, User Charges-260 ,Total 340

Date: 28/12/2016

Signature of Registering officer

Endorsement of the certificate of admissibility Section 52

Presented for registration in the office of the Sub-Registrar JAGATPUR between the hours of 10:30 AM and 2:30 PM on the 28/12/2016 by GYANENDRA KUMAR BEHERA AD AUTHORIZED SIGNATORY FOR RSB GLOBAL PRIVATE LIMITED, son/wife of ANAND MARABAR BEHERA, of AT- MANIA, PO- UCHCHAPADA, PS- TANGI, DIST- CUTTACK, by caste, profession and finger prints affixed.

(Handwritten signature)

Signature of Presenter / Date: 28/12/2016

Signature of Registering officer.

Enrollment No. 311560315

Execution is admitted by :

Name	Photo	Signature	Date of Admission of Execution
GYANENDRA KUMAR BEHERA AD AUTHORIZED SIGNATORY FOR RSB GLOBAL PRIVATE LIMITED		<i>(Handwritten signature)</i>	28-Dec-2016
SOUMENDRA KUMAR BEHERA AS AUTHORIZED SIGNATORY FOR RSB GLOBAL PRIVATE LIMITED		<i>(Handwritten signature)</i>	28-Dec-2016



Byemandra Kumar Beker

Resumed in m



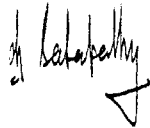
Meshuba et Sahasrabhly

Satapathy, by caste Brahmin, by profession Service At. Sailashri Vihar, P.O. Patia, P.S. Chandra Sekharpur, Dist. Khorda (hereinafter referred to as "The Lessee") of the other part.




WHEREAS the Lessors being the Directors of the RSB Group of Companies have established an English medium school namely PADMABATI SHIKSHA NIKETAN At. Mania, P.S. Tangi, Dist. Cuttack and is keen to hand over the management of the School to the Lessee to run DAV Padmabati Public School, Tangi under the control of DAV College Trust & Management Society, New Delhi in order to enrich the quality of education being imparted in the school functioning under the control of the Lessor. Accordingly the building and the land (measuring 7.963 acres) of the school (Padmabati Shiksha Niketan) is being leased out to the Lessee seperately.

WHEREAS the Lessee is willing to take the aforesaid land and building on lease for a period of 30 years and requested the Lessor to lease out some more land if available adjacent to school land for smooth

Byemandra Kumar Beker
Meshuba et Sahasrabhly

DR. KESHABA CHANDRA SATAPATHY REPRESENTED THROUGH FOR D.A.V. COLLEGE TRUST AND MANAGEMENT SOCIETY				28-Dec-2016
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Identified by **SACHIDANANDA KHILAR** Son/Wife of **SACHIDANANDA KHILAR** of **SAME PLACE** by profession **Business**

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
SACHIDANANDA KHILAR				28-Dec-2016

Date: 28/12/2016


Signature of Registering officer

Endorsement of **...** under section 60

Registered and true copy filed in : Office of **...** **GATPUR**

Book Number : 1 || Volume Number : 79

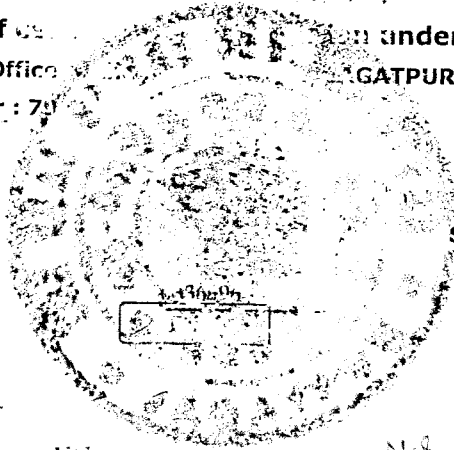
Document Number : 10431603860

For the year : 2016

Seal :

Date: 28/12/2016


Signature of Registering officer



functioning of the school.

WHEREAS the Lessors have a piece of land measuring Ac.1.177 dec adjacent to school recorded in the name of IAL INVESTMENT PRIVATE LIMITED. The Lessor has been possessing the said land without any dispute and the schedule land is free from all encumbrances. Considering the request of the Lessee the Lessor is willing to lease out the said land to the Lessee for a period of 30 (Thirty) years w.e.f. the date execution. The schedule of land to be leased out is given below.

Mouza	Khata No.	Plot No.	Area	Kisam
MANIA	489/232	1555/2181	1.17-7kadi	Sarad- 3

AND WHEREAS it has been further mutually agreed to reduce in writing the terms and conditions mutually agreed to, between the Lessor and the Lessee for administering the school and in furtherance to the same this Deed of Lease through the Lessor and Dr. K.C. Satapathy, Regional Director, DAV Institutions, Bhubaneswar, Odisha, Zone-I for and on behalf of the Lessee is being executed.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties i.e. both the Lessor and the Lessee hereby mutually agree to the following terms and conditions.

Now these presents witnesseth as under -

1. **General -**

- 1.1 That under the terms and conditions, hereinafter set forth the Lessee hereby agrees to establish a composite Co-educational Senior Secondary School in English Medium from Class LKG leading to Class XII on Public School lines in a phased manner. The school shall be got affiliated by the D.A.V. College Managing Committee (D.A.V.C.M.C.) and with the Central Board of Secondary Education, Delhi.

Signature of Lessor

Signature of Lessee

- 1.2 That for getting the school affiliated with the Central Board of Secondary Education, New Delhi, the **Lessor** shall provide a certificate to the effect that the land and management of the school has been leased out by the **Lessor** to the **Lessee** i.e. DAV College Trust & Management Society, New Delhi for an initial period of 30 years to run DAV Padmabati Public School, renewable thereafter for such period as may be mutually agreed upon from time to time.
- 1.3 That the name of the school shall be **DAV Padmabati Public School**, At: Mania, P.S. Tangi, Dist: Cuttack(Odisha).
- 1.4 That the school shall be directly governed and controlled by the D.A.V. College Managing Committee, New Delhi which is a functioning organ of the **Lessee**.
- 1.5. The proposed DAV Padmabati Public School shall run on a self-sustainable structure.
- 1.6 That the terms of the agreement shall initially be for a period of 30 (Thirty) years, renewable thereafter for such period as may be mutually agreed upon from time to time on execution of a fresh lease deed.
- 1.7 That, DAV Padmabati Public School shall register itself under the name of the Lessee, DAVCMC for tax benefits as per Income Tax rules.
- 1.8 That, the short fall, on account of the lower tuition fee from the present students (Mania village) of the Lessors, i.e. "**PADMABATI SHIKSHA NIKETAN**" shall be made good by the Lessors, till they complete Std-VII.
2. **Local Managing Committee :**
- 2.1 That the D.A.V. College Managing Committee shall constitute Local Managing Committee (L.M.C.) consisting of the following members for efficient running of the school. The term of the

Sunder
Sunder
Sunder

Shiksha Niketan
Shiksha Niketan
Shiksha Niketan

- Committee shall be three years.
- a) Representatives of the **Lessor** including the Chairman - 3
who would be the Chief Executive/Head of the Enterprise/project.
 - b) Representatives of the Lessee i.e. DAV College Managing Committee to be nominated by DAVCMC -3.
 - c) Educationists to be nominated by the D.A.V.C.M.C. - 2
 - d) Teachers Representative - 2
 - e) Parents Representative - 2
 - f) C.B.S.E. Nominees/Govt. Nominees - 2
 - g) Principal of the school as Member Secretary of the L.M.C. -1

2.2 That the Vice-Chairman shall be one of the representatives of the DAV College Managing Committee nominated on the L.M.C.

2.3 That the school LMC shall function as per the policies laid down by the Lessee, i.e. DAV College Managing Committee and shall work for and on behalf of the DAV College Managing Committee to ensure the smooth functioning of the school.

3. **Appointments:**

3.1 That the Lessee, i.e. DAV College Managing Committee shall appoint the Head of the school whose selection shall be done at the **Lessee's Head quarter** in Delhi. The other members of the staff will be selected by an Adhoc Selection Committee, which will be constituted by the DAV College Managing Committee, New Delhi on which there may be one or two representatives of the **Lessor**.

3.2 That the members of the staff shall be paid their salaries and allowances etc. as per norms of the Lessee, i.e. D.A.V.C.M.C.

3.3 That the staff of the school shall be the employees of the **Lessee** and they will be governed by the service rules of the DAV College Managing Committee. In case of termination of any employee, the school shall be compensated by the **Lessee** towards the payment, if any which may have to be made to the employee, as per the rules

Summat in in
 Jyotsna In Babha
 Jyotsna et Seeforably

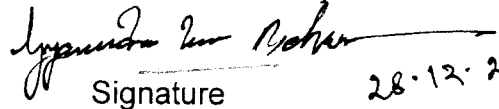
- 5.5 The **Lessor** shall be responsible for required buildings on the basis on the CAPEX projections given by the **Lessee; the Lessor** will fund the balance amount after adjustment of development fees and any other surplus generated after all revenue expenditure.
- 5.6 That the Principal of the school shall prepare the Annual Budget of the school and get it approved by the L.M.C. before sending it for approval to the DAV College Managing Committee.
6. **Accounts and Audit :**
- 6.1 That all the funds of the school shall be deposited in a Scheduled or Nationalized Bank. The school shall maintain two accounts in the Bank as follows:
- a) The School Account : to be operated by the Head of the school jointly with Manager/Regional Director.
 - b) The Pupil's Fund Account to be operated by the Head of the school jointly with the Manager/ Regional Director of the school in accordance with the rules of the DAV CMC. This fund would be utilized exclusively for the benefit of the school children.
- 6.2 That the funds of the school shall not be used by the DAV College Managing Committee for any purpose other than that of the school.
- 6.3 That the accounts of the School shall be audited by the Internal Auditors of the Lessee, i.e. DAV College Managing Committee and by the Chartered Accountants to be appointed by the DAV College Managing Committee. The report of the Chartered Accountant shall be placed before the L.M.C. for their information and necessary action.
- 6.4 That the traveling and other out-of-pocket expenses of the representatives of the DAV College Managing Committee on the L.M.C. or other officials required to attend the meetings, interview boards etc. on official assignments will be met from the school fund.

Signature

Signature

Signature

7. That either party, if it is not satisfied with the progress of the school or there are other reasonable grounds, shall give a notice of at least two years (Two Academic Sessions) for termination of the contract.
8. That in case, at the initiative of either party, if it is not satisfied with the progress of the school or there are other reasonable grounds, the contract is terminated, the school will not have the name "DAV" attached to it.
9. That the disputes, if any, shall be subject to arbitration if mutual consultations between the **Lessor** and the **lessor** fail to resolve the issue. The arbitration shall be strictly in accordance with the Arbitration Act as amended from time to time.
10. That the jurisdiction in the event of disputes arising out of the terms of the **Memorandum of Understanding** shall be Delhi Courts only.
11. In witness thereof the Parties have set their respective hands hereon the 23rd day month December and the year 2016 above written.


Signature

28.12.2016

Name:-Mr.Gyanendra Ku. Behera.


28.12.16

Name:-Mr.Soumendra Ku. Behera.


Signature

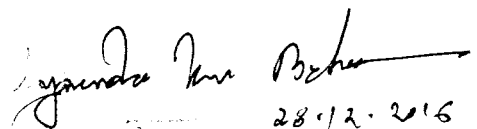
Name:-Dr.Keshaba Ch.Satapathy,
Regional Director,DAV

28/12/16

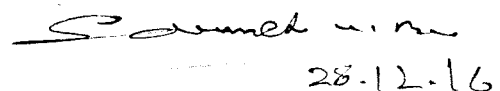
Institutions,Odisha,Zone-I,Bhubaneswar.
(For and on behalf of the Lessee)

Witnesses :

1. Sachin Mondal Khaitan
S/o Jaganmuni Khaitan
At. Mania P.O. - 21 Chapada
P.S. Tangi B.S. Cuttack.

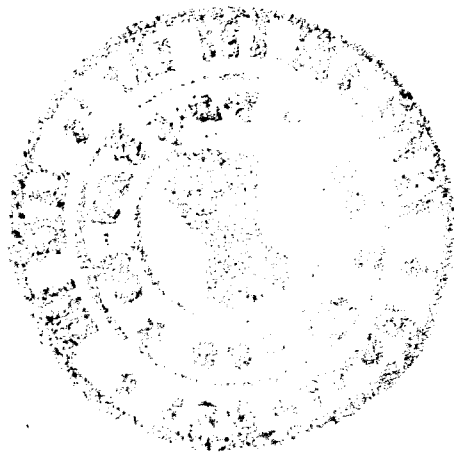

28.12.2016

2. Kailash Ch. Mohanty
S/o Late Kailash Ch. Mohanty -
Unit I
P.S. - Capital P.S.
Dist. Khonoma


28.12.16



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Registering Officer
Jagatpur



Registered in.....

Book No..... P.....



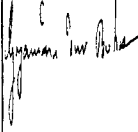





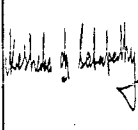


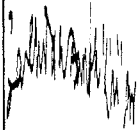
Volume No.....

Pages.....

Being No. 3785.....

for the year 2016.....

MS
2016/12/66
Registering Officer
Jagatpur

Registered Lease Rent Reserved(Immovable)'Deed									
Nature of the Document : LEASE RENT RESERVED(IMMOVABLE)				Volume Number : 79					
Date of Execution : 27/12/2016				Place of Execution : JAGATPUR					
Document Number : 10431603860				Registration Date : 28/12/2016					
FIRST PARTY DETAILS									
Name			Photo		Thumb Impression		Signature		
GYANENDRA KUMAR BEHERA AD AUTHORISED SIGNATORY FOR RSB GLOBAL PRIVATE LIMITED									
SOUMENDRA KUMAR BEHERA AS AUTHORISED SIGNATORY FOR RSB GLOBAL PRIVATE LIMITED									
SECOND PARTY DETAILS									
Name			Photo		Thumb Impression		Signature		
DR. KESHABA CHANDRA SATAPATHY REPRESENTED THROUGH FOR D.A.V . COLLEGE TRUST AND MANAGEMENT SOCIETY									
PROPERTY DETAILS									
Sl.No.	District	Village/Thana	Khata	Plot	Property Area	Kisam	MarketValue	Sabak Khata No.	Sabak Plot No.
1	CUTTACK	MANIA-32	489/232	1555/2181	1Acre17.7Decimal	SARAD - III	0	Not Available	Not Available
East		West		North		South		Property Transaction Details	
NA		NA		NA		NA			
IDENTIFIER DETAILS									
Name			Father's / Husband's Name			Identifier Address		Profession	
SACHIDANANDA KHILAR			JADUMANI KHILAR			SAME PLACE		Business	
Name			Photo		Thumb Impression		Signature		
SACHIDANANDA KHILAR									
REMARK DETAILS									
Remark									
ok									

This is a Computer Generated Certificate

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10224

Form No.25
Nil Certificate Of Encumbrance On Property

Application No. 2016043005978

Certificate No. EC0432016013226.

Applicant Name : MUKESH MOHANTY

Owner Name(as per application) : IAL INVESTMENT PVT. LTD

Having applied to me for a certificate given particulars of registered acts and encumbrances,if any, in respect of undermentioned property :-

Serial No.	Village	Khata No.	Plot No.	Area	North	West	East	South
1	MANIA-32	489/232	1555/2181	1.1770 Acre				

I hereby certify that a search has been made in Book 1 and in the indexes relating thereto for 13 years from 01-Jan-2004 to 23-Dec-2016 for acts and encumbrances affecting the said property and that on such search no acts or encumbrance affecting and said property has been found.

Search made and certificate prepared by

Signature & Designation

Search verified and certificate examined by

Signature & Designation

Office : JAGATPUR
Date : 27-Dec-2016Signature of Registrar
Registrar

Note :

(1) If the properties have been described in registered documents in a manner different from the way in which the applicant has described them in the application the transactions evidenced by such documents will not be included in the certificate.

(2) Under Section 57 of the Registration Act and Rule 137(i), persons desiring to inspect entries in the registers and indexes, or requiring copies thereof, or certificates of encumbrances on specified properties should make the search themselves, when the registers and indexes will be placed before them on payment of the prescribed fees.

a) But as in the present case the applicant has not undertaken the search himself, the requisite search has been made as carefully as possible by the Offices but the department will not, on any account, hold itself responsible for any errors in the results of the search embodied in this certificate.

b) And as in the present case the applicant has made the requisite search himself and as its results is shown in the certificate after the necessary verifications the department will not on any account, hold itself responsible for the omissions in it of any acts and encumbrances affecting the said property, not discovered by the applicant.

Print