

CERTIFICATE OF LAND

File No. / Memo No. 26/22

Date: 15.05.2023

Certified that the land measuring approx. 12140.60 square meters is owned by the Government of West Bengal, by way of Lease Deed executed by the Additional District Magistrate and District Land and Land Reforms Officer, South 24 Parganas from 15.01.1999 to 14.01.2029.

It is further certified that owner of the land has leased the said land to Marwari Balika Vidyalaya Society now known as Shikshayatan Foundation, who have in terms of the permission granted by the Government of West Bengal, have entered into a joint venture arrangement with Vidya Mandir Society, authorizing Vidya Mandir Society, 1, Moira Street, Kolkata : 700017 to run and manage the School at the said premises Vide Deed of Rectification Cum Declaration No. 163000072 dated 14.03.2018, Book No. IV, Volume No. 1630-2018, Page No. 1776 to 1793 between The Governor of the State of West Bengal and Shikshayatan Foundation, thereafter Declaration Deed No. 19040/3122 Dated 19.02.2022, Book No. I, Volume No. 1904-2022 between Vidya Mandir Society and Shikshayatan Foundation (Name of the School/Society/Trust/Company under Section 8 of companies Act, 2013) fully described in the schedule mentioned hereinafter with the following details for a period of 30 (Thirty) years from 15.01.1999 to 14.01.2029.

SL	Particulars	Details
1.	Plot No. (s)/ Survey No. (s)/ Khasra No. (s)/ Khata No. (s)/ Khatauni No. (s)	129 (P) 130 (P) 133 (P)
2.	Name of street/village, Sub Division, District and State	457, Barakhola, Mukundapur, Alipore, South 24 Parganas, West Bengal

It is certified that the said entire land comprises of a single contiguous plot of land. It is further certified that BIRLA HIGH SCHOOL – MUKUNDAPUR, 457, Barakhola, Mukundapur, Sub-Division – Alipore, District – South 24 Parganas run by name of Vidya Mandir Society (Society / Trust / Company under Section 8 of companies Act, 2013) is located on the said plot of land.

THE SCHEDULED OF LAND ABOVE REFERRED TO

All that piece and parcel of land measuring 12140.60 square meters situated in 129 (P) 130 (P) 133 (P) [Plot No. (s)/ Survey No. (s)/ Khasra No. (s)] at 457, Barakhola, Mukundapur, (name of street/village, sub division, district and state) and bounded as follows:

North	:	R.S. Plot No. – 130 (P)
East	:	20' Wide Road
West	:	R.S. Plot No. – 130 (P)
South	:	R.S. Plot No. – 129 (P)

DM/ ADM/ SDM/ TEHSILDAR/ NAIB TEHSILDAR/ REGISTRAR/ SUB- REGISTRAR/EQUIVALENT LAND AUTHORITY

Above mentioned Land Registration details are verified and certified that, as per the available records of this office as on 15.05.23
Mohan Kumar Kopal Singh 10.08.2023

Additional District Magistrate and
District Land & Land Reforms Officer,
South 24 Parganas

Additional Registrar of
Assurances-IV, Kolkata

CERTIFICATE OF LAND

File No. / Memo no 26/22

Date: 15.05.2023

Certified that the land measuring approx.12140.60 square meters (3 Acres) is owned by the Government of West Bengal from whom, lease has been obtained by the Marwari Balika Vidyalaya Society now known as **Shikshayatan Foundation** as Lessee, who have in terms of the permission granted by the Government of West Bengal, have entered into a joint venture arrangement with **Vidya Mandir Society**, authorising **Vidya Mandir Society** to run and manage the School at the said premises vide the Agreement between Shikshayatan Foundation and Vidya Mandir Society fully described in the schedule mentioned hereinafter with the following details :

Sl.No.	Particulars	Details
1.	Plot No.(s) Name of Mouza J.L. No.	129 (P) 130 (P) 133 (P) BARAKHOLA 21
2.	Name of street Name of Village Sub-Division District State	457, Barakhola Mukundapur Alipore, Purba Jadavpur P.S. Kolkata-700099, South 24 Parganas West Bengal
3.	In terms of (give details of the document/deed i.e. Sale Deed/Conveyance Deed/Gift Deed/Lease Deed (with period in terms of no. of years)/Sub Lease (with period in terms of no. of years) Allotment Letter, etc.	In terms of Lease Deed dated 21 st day of May, 2010 executed between Governor of The State of West Bengal as Lessor and Marwari Balika Vidyalaya Society as Lessee now known as Shikshayatan Foundation for a period of 30 (Thirty) years from 15th day of January, 1999 , on which Birla High School – Mukundapur has been constructed as per Joint Venture Agreement between Shikshayatan Foundation and Vidya Mandir Society dated : 17th November, 2016 . Such joint venture has been permitted by the State of West Bengal in terms of the Deed of Rectification dated 14 th day of March, 2018.
4.	Registration Details : - Duly registered on - Executed by - Deed No. - Book No. - Volume No. etc.	24 th day of May, 2010 Md. Ikhlake Islam, Additional District Magistrate and District Land and Land Reforms Officer, South 24 Parganas on behalf of the Governor of the State of West Bengal 04072 for the year 2010 1 CD Volume No.8 Page No.4897 to 4912

Additional District Magistrate and
District Land & Land Reforms Officer,
South 24 Parganas, Alipore



4A. **Registration Details
of Rectification Deed:**

- **Duly registered on** 14th day of March, 2018
- **Executed by** Nikhilesh Mandal, Additional District
Magistrate and District Land and Land
Reforms Officer, South 24 Parganas, Alipore
on behalf of the Governor of the State of West
Bengal
- **Deed No.** 163000072 for the year 2018
- **Book No.** IV
- **Volume No. etc.** Volume No.1630-2018, Page No.1776 to 1793

5 **Registration Details of
Declaration Deed:**

- **Duly registered on** 19th day of February, 2022
- **Executed by** Vidya Mandir Society and Shikshayatan
Foundation
- **Deed No.** 19040/3122 for the year 2022
- **Book No.** I
- **Volume No. etc.** 1904-2022

It is certified that the said entire land comprises of a single plot of land. It is further certified that BIRLA HIGH SCHOOL - MUKUNDAPUR is located on the above-mentioned plot of land.

THE FIRST SCHEDULED OF LAND ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring 12140.60 Sq. meters comprising in R.S. Plot No.129(P) 130 (P) 133 (P), Mouza - Barakhola, J.L. No. - 21, being premises No.457, Barakhola, Mukundapur, Sub-Division - Alipore, P.S. - Purba Jadavpur, District - South 24 Parganas, Kolkata - 700099 and butted and bounded as follows :

North : R.S. Plot No. - 130 (P)
East : 20' Wide Road
West : R.S. Plot No. - 130 (P)
South : R.S. Plot No. - 129 (P)

Above mentioned land registration details are verified and certified as per the available records of this office as on 15.05.23
Mukto Padhyay

**Additional Registrar of
Assurances-IV, Kolkata**


Additional District Magistrate and
District Land & Land Reforms Officer,
South 24 Parganas, Alipore

CERTIFICATE OF LAND

File No. / MUMO NO. 26/22

Date: 19.02.2022

Certified that the land measuring approx. 12140.60 square meters (3 Acres) is owned by the Government of West Bengal from whom, lease has been obtained by the Marwari Balika Vidyalaya Society now known as **Shikshayatan Foundation** as Lessee, who have in terms of the permission granted by the Government of West Bengal, have entered into a joint venture arrangement with **Vidya Mandir Society**, authorising **Vidya Mandir Society** to run and manage the School at the said premises vide the Agreement between Shikshayatan Foundation and Vidya Mandir Society fully described in the schedule mentioned hereinafter with the following details:

Sl. No.	Particulars	Details
1.	Plot No.(s) Name of Mouza J.L. No.	129 (P) 130 (P) 133 (P) BARAKHOLA 21
2.	Name of street Name of Village Sub-Division District State	457, Barakhola Mukundapur Alipore, Purba Jadavpur P.S. Kolkata-700099, South 24 Parganas West Bengal
3.	In terms of (give details of the document/deed i.e. Sale Deed/Conveyance Deed/Gift Deed/Lease Deed (with period in terms of no. of years)/Sub Lease (with period in terms of no. of years) Allotment Letter, etc.	In terms of Lease Deed dated 21 st day of May, 2010 executed between Governor of The State of West Bengal as Lessor and Marwari Balika Vidyalaya Society as Lessee now known as Shikshayatan Foundation for a period of 30 (Thirty) years from 15th day of January, 1999 , on which Birla High School - Mukundapur has been constructed as per Joint Venture Agreement between Shikshayatan Foundation and Vidya Mandir Society dated: 17th November, 2016 . Such joint venture has been permitted by the State of West Bengal in terms of the Deed of Rectification dated 14 th day of March, 2018.
4.	Registration Details of Lease Deed: - Duly registered on - Executed by - Deed No. - Book No. - Volume No. etc.	24th May 2010 21 st day of May, 2010 Md. Ikhlauque Islam, Additional District Magistrate and District Land and Land Reforms Officer, South 24 Parganas, Alipore on behalf of the Governor of the State of West Bengal 04072 for the year 2010 I CD Volume No.8, Page No.4897 to 4912

And
District Land & Land Reforms Officer
South 24-Parganas, Alipore



- 4A. **Registration Details of Rectification Deed:**
- **Duly registered on** 14th day of March, 2018
 - **Executed by** Nikhilesh Mandal, Additional District Magistrate and District Land and Land Reforms Officer, South 24 Parganas, Alipore on behalf of the Governor of the State of West Bengal
 - **Deed No.** 163000072 for the year 2018
 - **Book No.** IV
 - **Volume No. etc.** Volume No. 1630-2018, Page No.1776 to 1793
- 5 **Registration Details of Declaration Deed:**
- **Duly registered on** 19th day of February, 2022
 - **Executed by** Vidya Mandir Society and Shikshayatan Foundation
 - **Deed No.** 1904003122 for the year 2022
 - **Book No.** I
 - **Volume No. etc.** 1904-2022

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Additional Registrar of
Assurance-IV, Kolkata

It is certified that the said entire land comprises of a single plot of land. It is further certified that BIRLA HIGH SCHOOL - MUKUNDAPUR is located on the above-mentioned plot of land.

THE FIRST SCHEDULE OF LAND ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring 12140.60 Sq. meters comprising in R.S. Plot No., 129(P) 130 (P) 133 (P), Mouza - Barakhola, J.L. No. - 21, being premises No. 457, Barakhola, Mukundapur, Sub-Division - Alipore, P. S. - Purba Jadavpur, District - South 24 Parganas, Kolkata - 700099 and butted and bounded as follows:

North	:	R.S. Plot No. 130 (P)
East	:	20' Wide Road.
West	:	R.S. Plot No. ¹³⁰ 133 (P)
South	:	R.S. Plot No. 129 (P)

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21/2/22
Additional District Magistrate
And
District Land & Land Reforms Officer
South 24-Parganas, Alipore

Mohul Mukhopadhyay
Additional Registrar of
Assurance-IV, Kolkata
(Mr. Mohul Mukhopadhyay)
(Additional Registrar of Assurances - IV, Kolkata
Registrar of Assurances,
Directorate of Registration and Stamp Revenue,
Government of West Bengal)



3170/2022

I

3122/2022



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



M 639505

Additional Registrar of
Assurances-IV, Kolkata

Certified that the Document is admitted to
Registration, and the fee has been paid and the
endorsement of the Registrar is on the document
on the part of the Registrar.

Additional Registrar
of Assurances-IV, Kolkata

19 FEB 2022

The Stamp Paper forms an integral part of this document.

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Manan

176171

Vidya Mandir Society

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19-17

NAME _____
 ADO _____
 18 FEB 2022
 SURANJAN MISHRA
 LICENSING OFFICER
 C. C. CANTONMENT
 2 & 3, K. S. Road, NO. 12

18 FEB 2022



29 FEB 2012

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

63AB 182143

DECLARATION

We, VIDYA MANDIR SOCIETY, (PAN : ⁵AAAAY1137E.....), having

Maitani Maitani

Maitani

132723



NAME _____
ADD. _____
No. _____
13 DEC 2021
SURANJAN MUKHERJEE
Licensed Supply Vendor
C.G. Court
2 & 3, N. S. Roy Road

13 DEC 2021

13 DEC 2021



AGRI REGISTRAR
KOLKATA
29 FEB 2022

its registered office at 1, Moira Street, P.O. Circus Avenue, P.S. Shakespeare Sarani, Kolkata - 700017, (hereinafter referred to as "**VMS**"), represented by its Authorized Signatory, Mr. **Virendra Nath Chaturvedi**, (**PAN NO. AASPCO928P, AADHAR No. 7129 8165 7221**), working in the capacity of Secretary General, VIDYA MANDIR SOCIETY, son of Late Bola Nath Chaturvedi, aged about 61 years, residing at "Murti Building", 12, Loudon Street, P.O. Circus Avenue, P.S. Shakespeare Sarani, Kolkata - 700017, (hereinafter referred to as "**the Declarant No. 1**")

AND

SHIKSHAYATAN FOUNDATION, (formerly Marwari Balika Vidyalaya Society), (**PAN : AAAAM0247J**), a Society registered under the Societies Registration Act, 1961, having its registered office at 11, Lord Sinha Road, P.O. Russel Street, P.S. Shakespeare Sarani, Kolkata- 700071, (hereinafter referred to as "**SF**"), represented by its Authorized Signatory, Mrs. **Bratati Bhattacharyya** (**PAN NO. ACZPB5034E , AADHAR No. 8744 6530 8218**), working in the capacity of Secretary General, SHIKSHAYATAN FOUNDATION, wife of Debashish Bhattacharyya, aged about 56 years, residing at Flat-3B, 107, Meghnath Saha Sarani, Sarat Bose Road, Kolkata- 700029 (hereinafter referred to as "**the Declarant No. 2**")

(Collectively hereinafter referred to as "**the Declarants**"), hereby jointly declare, confirm and state as follows:-

1. It is declared THAT by a deed of lease dated 21st May, 2010, made between the Governor of the State of West Bengal (**Governor**) therein referred to as the Lessor of the First Part and SF therein referred to as the Lessee of the Other Part, and Declarant No. 2 herein, and registered by Md. Ikhlauque Islam, Additional District Magistrate and District Land and Land Reforms Officer, South 24 Parganas, recorded in Book No. I, Volume No. 8, at Pages 4897 to 4912, being Deed No. 04072 for the year 2010, (hereinafter referred to as the **Principal Deed**), the lessor therein demised unto and in favour of the lessee therein **ALL THAT** piece and parcel of land measuring 3 Acres, more or less, situate and lying at Mouza- Barakhola under J.L. No. 21, District South 24 Parganas, morefully mentioned in the schedule thereunder written and the **First Schedule**, herein for a term of 30 (thirty) years from the date of 15th day of January, 1999 and on the terms and conditions contained therein. The lessor therein thereby granted



permission to the lessee therein, and Declarant No. 2 herein, to occupy the land for the purpose of Girls' college campus within the limits of Kolkata Municipal Corporation Ward No. 101, District South 24 Parganas. A copy of the Principal Deed is annexed hereto and marked with the letter "A".

2. It is declared THAT by a Deed of Rectification dated 14th March, 2018, made between Governor therein referred to as the Lessor of the First Part and SF therein referred to as the Lessee of the Other Part, and Declarant No. 2 herein, jointly declared and agreed for rectification, modification and correction of the words *"Permission to occupy for the purpose of Girls' college campus, the land hereinafter mentioned"* of Page 2 in the Principal Deed dated 21st May, 2010 to be written and read as: *"The Governor is pleased hereby to accord sanction to the change of purpose regarding the said leasehold land of 3 (Three) acres at Mouza- Barakhola J.L. No.21 under Purba Jadavpur, in the District of south 24 Parganas settled with Marwari Balika Vidyalaya Society, named "Presently Shikshayatan Foundation from Girls College to Co-Ed Higher Secondary School in Joint Venture with Vida Mandir Society"* All other particulars in the Principal Deed remained same. The Principal Deed by the Governor to the SF dated 21st May, 2010, as rectified on 14th March, 2018, is hereafter referred to as the **"Rectified Lease Deed"**. A copy of the Rectified Lease Deed is annexed hereto and marked with the letter "B".

3. It is declared THAT by a letter dated 17th November, 2016, sent by SF represented by its Authorized Signatory, Bratati Bhattacharyya, Secretary General of Shikshayatan Foundation to VMS, represented by its Authorized Signatory, Rita Bibra, Secretary General of Vidya Mandir Society, the Declarants agreed to enter into a Joint Venture ("JV") to set up, establish, operate and run a co-ed higher secondary school, (hereinafter referred to as **"the School"**) at **ALL THAT** piece and parcel of land measuring 12140.60 square meters (3 Acres), more or less, situate and lying at Premises No. 457 Barakhola, P.O. Kalikapur, P.S. Purba Jadavpur, Kolkata- 700099, (hereinafter referred to as **"Said Land"**) and

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ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
29 FEB 2022

on the terms and conditions contained therein. A copy of the letter dated 17th November, 2016 is annexed hereto and marked with the letter "C".

4. It is declared THAT in terms of the executed deeds and abovementioned documents, Declarant No. 1 has made over the right to use the said premises to Declarant No. 2 and has also granted right to construct school building and other necessary infrastructure thereat and also to operate and manage the school named **Birla High School- Mukundapur** on the Said Land and on the terms and conditions contained therein.
5. It is declared THAT the agreement between the Declarants is valid and not contrary to any provisions in law.

THE FIRST SCHEDULE OF LAND ABOVE REFERRED TO

All that piece and parcel of land measuring 12140.60 Sq. meters comprising in R.S. Plot No., 129(P) 130 (P) 133 (P), Moouza - Barakhola, J. L. No. - 21, being premises No. 457, Barakhola, Mukundapur, Sub-Division - Alipore, P. S. - *Purba* Jadavpur, District - South 24 Parganas, Kolkata - 700099 and butted and bounded as follows :

North	:	R.S. Plot No. 130 (P)
East	:	20' Wide Road.
West	:	R.S. Plot No. 133 (P)
South :		R.S. Plot No. 129 (P)

This Declaration is made bona-fide on this the 19th day of FEB 2022.

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[Handwritten signature]

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
19 FEB 2022

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day month and year first above written.

SIGNED AND DELIVERED by the
withinnamed **DECLARANTS** at
Kolkata in the presence of:

For Vidya Mansir Society

Mehar Singh
Secretary General

(1) Riya Bhattacharyya
Adv.

H.C. Calcutta

(2) Saptamhi Roy
Adv.

H.C. Calcutta.

For Shikshayatan Foundation

Bratati Bhattacharyya
Secretary General



Drafted by
Soumitra Bhagat
Advocate

c/o Fox and Mandal
206, A.T.C. Bose Road, Kol-17

F.No.:- NB/391/2005



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
19 FEB 2022

SHIKSHAYATAN FOUNDATION

[FORMERLY MARWARI BALIKA VIDYALAYA SOCIETY - ESTD. 1922]
 (a linguistic minority institution registered under the Societies Registration Act, 1860)

11, Lord Sinha Road, Kolkata - 700071

Phone : 2282-1450 Fax No. : 2282-6350

November 17, 2016

Vidya Mandir Society
 1, Moira Street,
 Kolkata - 700017

Kind Attn: Ms. Rita Bibra.

Dear Sirs,

**Sub: Joint Venture for setting up of co-ed higher secondary school at Premises
 No. 457 Barakhola, P.O : Kalikapur, P.S : Purba Jadavpur, Kolkata - 700 099**

This has reference to the discussion we had from time to time.

The Board of Trustees of Shikshayatan Foundation (SF) is pleased to confirm having approved at its meetings held on 29.08.14/09.10.15 and 22.08.16, formation of a joint venture with you, Vidya Mandir Society (VMS), for the purpose of establishing and running a co-ed higher secondary school (hereinafter referred to as "the School") to be set up on the approximately three acres of vested land located at Mouza Barakhola, P.S : Purba Jadavpur, Dist. 24 Parganas (South) (hereinafter referred to as "the said land") received by SF from the Government of West Bengal for initial period of 30 years (w.e.f 15.01.1999) with entitlement to extension of further period of 30 years under the Lease Deed dated 21 May 2010 granted in terms of the Memo No5218-GE(M)/1L-90/08 dated 17.11.2008 modified by letter No 3575-1L-90/08GE(M)(Pt-1) dated 28.08.2015 and the corrigendum letter No.2975-GE(M)/IL-90/08/Pt.1 dated 09.10.2015. (Copies appended herewith). You have of course acquainted yourself with the above orders of the State Government.

We, therefore confirm formation of a Joint Venture with you to set up, establish, operate and run the School on the said land on the terms and conditions as stated hereunder :-

1. The name of the School shall be "Birla High School" or such other name as may be decided from time to time by the Joint Committee appointed hereinafter.
2. We shall arrange a proper compound wall and organize land filling appropriately. The said land shall be handed over to the joint venture in a fit condition to start construction.

Founder-Parent and Apex Administering Body of

SHIKSHAYATAN FOUNDATION

[FORMERLY MAHWARI BALIKA VIDYALAYA SOCIETY - ESTD. 1922]
(a linguistic minority institution registered under the Societies Registration Act, 1860)

11, Lord Sinha Road, Kolkata - 700071
Phone : 2282-1450 Fax No.: 2282-6350

Thereafter, you shall arrange and provide all resources, including arrangement of necessary finance for the development of the School and to set up, establish, supervise, operate and run the School, in joint venture as hereinafter contained. The School set up should ideally measure upto the standards of the other schools run by you.

3. SF will continue to pay the annual rent of land (which is currently, determined by the authority at Rs. 2,54,100/-) to the Government of West Bengal and appropriate Property Tax to Kolkata Municipal Corporation, until the School is ready for operations. Once the School commences operations, the same shall be borne and paid out of the its account only.
4. You shall, at your own cost (including loans to be arranged by you) undertake the construction(s) on the said land to build the School and related facilities. For this purpose, we shall handover vacant possession of the said land to you together with a power of attorney in your favour to enable you to carry out the construction work on the said land for building the School and arranging all infrastructure necessary for the operation and running of the School including liaison and dealing with various agencies and authorities in this regard. You shall in keeping with your undertaking to bear and pay all costs for construction on the said land for building the School and at all times hold us free and harmless against all and any third party claims, liabilities and payments for these works and accordingly you shall by accepting this letter will be undertaking to indemnify and keep us fully indemnified against all and any such claims, liabilities and payments, which please note.
5. You shall additionally deposit a sum of Rs.10 crores (Rupees Ten crores) only as interest free security deposit with us payable in four instalments of Rs.2,50,00,000/- (Rupees Two Crores Fifty Lacs) only each year, and we shall hold the same for the entire period of the joint venture; the said security deposit shall be refundable and payable by us to you without any interest within three months from the date on which the joint venture comes to an end, if for any reason, it is not possible to continue with the joint venture or to operate and run the school in joint venture.

Founder-Parent and Apex Administering Body of

SHIKSHAYATAN FOUNDATION

(FORMERLY MARWARI BALIKA VIDYALAYA SOCIETY - ESTD. 1920)
(a linguistic minority institution registered under the Societies Registration Act, 1860)

11, Lord Sinha Road, Kolkata - 700071

Phone : 2282-1450 Fax No.: 2282-6350

If we for any reason are not able to refund the said security deposit within the said period of three months, then we shall be liable to make payment of interest @ 15% per annum on the said security deposit on and from the expiry of the said three month period. However, where the joint venture is terminated by you pursuant to the Clause No. 16 herein, the security deposit shall stand forfeited by us and we shall not be liable to refund the Security Deposit to you.

6. You shall appoint an accredited Architect for development and construction over the said land for building the School and cause the Building Plan to be prepared by the said Architect. You shall carry out such changes in the Building Plan as may be required by the KMC and other applicable authorities for relevant sanctions in our name as the Lessee of the said land.
7. The School building should be built in accordance with the authorized sanctions.
8. SF shall, subject to requisite approval of the State Government where necessary, also permit creation of mortgage of its leasehold interest on the said land for securing any portion of loans not exceeding Rs. 60,00,00,000/- (Rupees Sixty Crores only) that may be obtained for the development of the project and construction of the School building and facilities.
9. For periodic monitoring of the joint venture including the development and construction work and subsequently, operation and activities of the School, we shall, jointly with you, as soon as possible, constitute a "Joint Committee" comprising of minimum three Members and maximum five Members plus the Chairman. Number of Members appointed by you to this Committee shall be always one more than the number of the Members appointed by us ; additionally, the Chairman of the Joint Committee shall be a person to be always nominated by you. The Chairman shall also have a casting vote.
10. The day to day management of the School shall vest with you. Major decisions including annual budget etc. shall however be referred to and taken by the said Joint Committee. However, decisions in relation to Reserve Matters specified hereunder can only be taken with prior consent in writing of both yourselves and ourselves :-
 - a. Material deviation or change in objects or activities of the joint venture/School;

Founder-Parent and Apex Administering Body of

Marwari Balika Vidyalaya (Estd. 1922)
29, Adi Banskalla Lane
Kolkata - 700007

Shri Shikshayatan School (Estd. 1954)
11, Lord Sinha Road,
Kolkata - 700071

Shri Shikshayatan College (Estd. 1955)
11, Lord Sinha Road,
Kolkata - 700071

Calcutta Business School (Estd. 2008)
Diamond Harbour Road, P.O. Bishnupur
Dist. - 24 Parganas (South), Pin-743503

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SHIKSHAYATAN FOUNDATION

[FORMERLY MARWARI BALIKA VIDYALAYA SOCIETY - ESTD. 1922]
(a linguistic minority institution registered under the Societies Registration Act, 1960)

11, Lord Sinha Road, Kolkata - 700071

Phone : 2282-1450 Fax No.: 2282-6350

- b. Selling, leasing, charging or dealing with the whole or a substantial part of the joint venture/School's undertaking, property or assets otherwise than in the ordinary course of running of school;
 - c. Becoming party to any scheme for takeover or arrangement or compromise or restructuring by or of the joint venture;
 - d. Any agreement with any third party for making or receiving investment by or in the joint venture/School;
 - e. Changing or relocating the principal place of running of the joint venture/School;
 - f. Taking long term loan of more than Rs. 60 crores (Rupees sixty crore) ;
 - g. Making contribution to any other institution or trust carrying on objects similar to that of the joint venture in excess of Rs25lakhs (Rupees twenty five lakhs);
11. The Joint Committee shall be entitled to exercise all such powers, and to do all such acts and things as SF and VMS under the joint venture are authorized (as herein stated) to jointly exercise and do. The Joint Committee, however, shall not undertake any of the Reserve Matters without first securing prior approval in writing of both SF and VMS.
12. The members of the Joint Committee shall not be paid any fee or receive any remuneration for the work or services rendered by them to the School in their capacity as members of the Joint Committee, but shall be entitled to reimbursement of reasonable expenses incurred in course of their attending to any work relating to the School and shall be entitled to be indemnified by the School for all acts and deeds undertaken by them in good faith for and on behalf of the work of the School. A meeting of the Joint Committee may be requisitioned any time by the Chairman, or on request of the majority of the Members of the Joint Committee when not requisitioned by the Chairman.
13. The Joint Committee shall at its first meeting or soon thereafter frame and adopt Rules for holding its meetings including provisions on notice, quorum and other matters relating thereto, save and except matters which are specifically provided for herein.

Founder-Parent and Apex Administering Body of

Marwari Balika Vidyalaya (Estd. 1922)
29, Adi Banastalla Lane
Kolkata - 700007

Shri Shikshayatan School (Estd. 1954)
11, Lord Sinha Road,
Kolkata - 700071

Shri Shikshayatan College (Estd. 1955)
11, Lord Sinha Road,
Kolkata - 700071

Calcutta Business School (Estd. 2006)
Diamond Harbour Road, P.O.-Bishnupur
Dist. - 24 Parganas (South), Pin-743503

SHIKSHAYATAN FOUNDATION

[FORMERLY MARWARI BALIKA VIDYALAYA SOCIETY - ESTD. 1922]
(a linguistic minority institution registered under the Societies Registration Act, 1860)

11, Lord Sinha Road, Kolkata - 700071

Phone : 2282-1450 Fax No. : 2282-6350

14. Nothing contained herein shall in any manner affect the right, title and interests of SF under the said Indenture of Lease dated 21.05.2010 over the said land and the same, save for the purpose of the School shall continue to remain with SF.

You shall undertake that the said land shall not be used for any purpose which may violate the terms of the lease or any of the Government sanctions or approvals received by the joint venture for the School.

Similarly the building(s) over the said land and equipment etc. shall be the property of VMS and the same, shall continue to remain with VMS only.

15. The accounts of the School/joint venture shall be maintained by you and closed on the 31st March of each year. Out of the income of the School/joint venture, after meeting all expenses including loan interest to financiers, 20% shall be retained by you for developmental purposes etc. (including loan repayment, if any) and the balance after payment of taxes (PAT), if any, shall be apportioned between SF and VMS in the ratio of SF 10% and VMS 90%. Similarly, any deficit arising in the school/joint venture shall be shared in the same ratio of SF 10% and VMS 90%.
16. SF shall from time to time arrange to get the land lease from the Government of West Bengal extended. The agreement shall continue to be valid and binding and inure to the benefit of the joint venture herein so long SF continues to be entitled to the said land. If however, for any reason, it is not possible to continue with the joint venture or to operate and run the School in joint venture, then we shall mutually discuss and agree to the way forward, failing which the matter shall be referred to arbitration. Where pursuant to any such arbitration, VMS is required to exit the joint venture and cede control and possession of the said land, SF agrees to takeover the staff employed in the school by VMS and pay to VMS only the original cost of the building (without considering depreciation) in such instalments as may be agreed by and between us ; the equipment, furniture etc. shall be retained by SF. The staff employed in the School will be transferred to SF without any past liability attaching to VMS. Provided however, VMS shall at all times have the right to terminate the joint venture by giving 12 months' notice in writing to SF.

Founder-Parent and Apex Administering Body of

Marwari Balika Vidyalaya (Estd. 1922)
29, Adi Bantalla Lane
Kolkata - 700007

Shri Shikshayatan School (Estd. 1954)
11, Lord Sinha Road,
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SHIKSHAYATAN FOUNDATION

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In the event of termination of the Joint Venture, the school can not be run under the name "Birla High School" and SF shall take immediate action to change the name of the school.

17. If any change in the arrangement is desired, it will be done by mutual consent of both the parties.
18. SF shall, from time to time, take all steps to get the lease of the land, as granted by the Government of West Bengal renewed and extended.
19. All disputes by and between the Parties relating to this Agreement or the School or any matter incidental thereto or arising therefrom or in any manner touching the same shall be resolved through arbitration to be conducted under the Arbitration and Conciliation Act, 1996. We shall endeavour to agree on a sole arbitrator failing which each of us shall appoint an arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator who shall act as the presiding arbitrator. The venue, place and seat of the arbitration proceedings shall be in Kolkata only, and, where relevant, the High Court at Kolkata shall have exclusive jurisdiction.

This arrangement between us has been arrived at in a spirit of good will and mutual co-operation.

This letter specifies the covenants arrived at between the two parties hereto and will constitute the legal bindings on both the parties. This letter is issued to you in duplicate.

You are requested to confirm your appointment on the above terms by signing and returning the second copy of this letter.

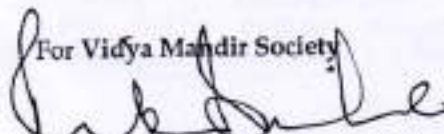
Yours faithfully

For Shikshayatan Foundation



(Bratati Bhattacharyya)
Secretary General

We accept the terms and conditions set forth in this letter for the joint venture as aforesaid.

For Vidya Mandir Society

(Rita Bibra)
Secretary General

Founder-Parent and Apex Administering Body of



VIDYA MANDIR SOCIETY

1, MOIRA STREET, KOLKATA 700 017 PHONE: 2287 6420

UNDERTAKING

I, Major General V N Chaturvedi (Retd), being the authorized signatory for Vidya Mandir Society, undertake to state that Vidya Mandir Society enjoys lawful rights over the Birla High School - Mukundapur land for more than five years from the initial date of application, in consonance with CBSE Affiliation Bye-Laws 2018, clause numbered 3.8.5.



For Vidya Mandir Society

Mehar Singh

Secretary General

23.02.2022



VIDYA MANDIR SOCIETY

1, MOIRA STREET, KOLKATA 700 017 PHONE: 2287 6420



BIRLA HIGH SCHOOL
Lead Us From Darkness To Light



UNDERTAKING

I, Major General V N Chaturvedi (Retd), undertake to state, as the authorized signatory for Vidya Mandir Society, that 100 percent area of Birla High School - Mukundapur, including the playgrounds, is surrounded by a 'pucca' (concrete) wall.

For Vidya Mandir Society

Secretary General

23.02.2022