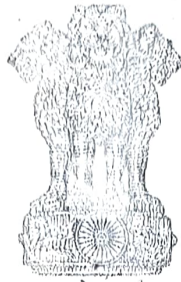


Authentication No- 3544 Date- 05/11/2022

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Rs. 100



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INDIAN NON JUDICIAL

बिहार BIHAR

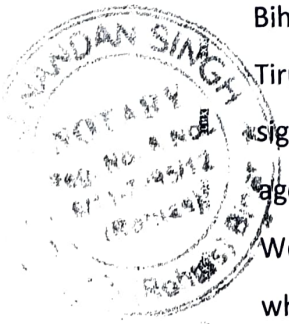
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No 3544 Date 05/11/2022
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Notaries and L...

NOTAR
Dehri, Rohtas
LEASE AGREEMENT

This LEASE DEED is made and executed on this 4th day of November, 2022 at

BY AND BETWEEN

DALMIA CEMENT (BHARAT) LIMITED, CEMENT WORKS (ALSO KNOWN AS ROHTAS CEMENT WORKS) [PAN No. AAETD06650] situated at Banjari, Rohtas, Bihar-821303 and having its registered office situated at Dalmiapuram, Dist. Tiruchirappalli, Tamil Nadu-621651 and represented by its authorized signatory Mr. Lokesh Kumar Bahety, Unit Head, DCBL at Banjari, Rohtas, Bihar, aged about 52 years, residing at Dalmia Cement (Bharat) Ltd. (Rohtas Cement Works), Banjari Rohtas, Bihar-821303 (hereinafter referred to as the "LESSOR" which expression, unless repugnant to the context or meaning thereof, will



LESSOR

LESSEE

mean and include its successors and assigns).

AND

DALMIA VIDYA MANDIR SAMITI TRUST [PAN No. AAETD06650] a trust registered under the Indian Trusts Act, 1882 vide deed no. 5 date: 21.02.2022 at Sub-District Registry Office, Dehri-on-Sone, Bihar having its registered office at Company High School, Banjari, PO-Banjari, PS-Rohtas, Dist-Rohtas, Bihar-821303, represented by its Managing Trustee, Mr. Sanjay Kumar Jha, Son of Mr. Shashi Nath Jha, aged about 46 years, Aadhaar No. 667753532672, Ph. No. 7217890065, having address at Warrd – 06, Chamrahra, Vaishali, Bihar-844507 (hereinafter referred to as the "**LESSEE**" which expression, unless repugnant to the context or meaning thereof, will mean and include its board of trustees, elected trustees of the trust and/or successors and assigns as per the regulations of the trust).

Wherever the context so requires, the LESSOR and the LESSEE shall be collectively referred to as the '**Parties**' and individually as the '**Party**'.

WHEREAS

The LESSOR is the lawful and absolute owner in respect of all that piece and parcel of land measuring 5 acres out of the CS Plot No. 1 situated at CS Khata no. 45 in Village-Kalyanpur, PO Banjari, PS & Dist.-Rohtas, and is in peaceful possession of the said land free from all encumbrances, as absolute owner vide Indenture of Sale and transfer bearing document No. 2283 of 1939 dated

LESSOR

Sanjay Kumar Jha
LESSEE

13/07/1939, and more fully described in the Schedule hereunder and hereinafter referred to as "SCHEDULE PROPERTY".


The LESSEE represents that it created a trust with the main objects of developing, expanding etc. and for the betterment of the school/educational institutions through a trust deed dated: 21.02.2022 and registered the trust vide deed no. 5 date: 21.02.2022 at Sub-District Registry Office, Dehri-On-Sone, Bihar.

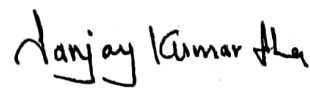
The LESSEE further represents that it requires the Schedule Property for construction of building/modification of existing buildings, if any, for establishing and running a school under the name of "DALMIA VIDYA MANDIR (Under CBSE — Curriculum)" and offered to take the said Schedule Property on lease basis for a period of 33 (Thirty-Three) years at a lease rent of Rs. 10/- (Rupees TEN only) per month, aggregating to Rs.3960/- (Rupees Three Thousand and Sixty only) for the period of 33 years covered under the present Lease Agreement.

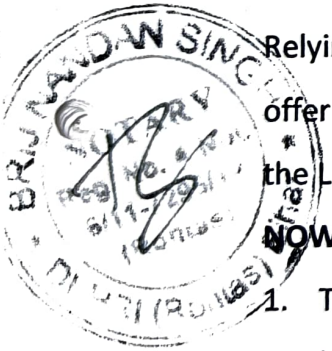
Relying upon the representations of the LESSEE, the LESSOR accepts the said offer of the LESSEE and agrees to let on lease basis the Schedule Property to the LESSEE on the terms and conditions herein below mentioned.

NOW THIS LEASE AGREEMENT WITNESSTH AS FOLLOWS:

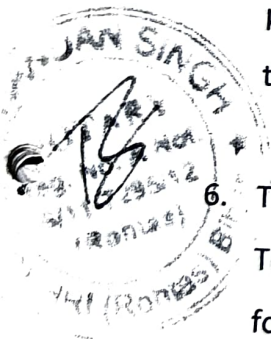
1. The Lease shall be for the Schedule Property more particularly described in the schedule mentioned hereunder and the Lease period shall be 33 (Thirty-Three) years commencing from 21/02/2022.


LESSOR

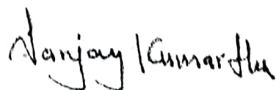

LESSEE



2. The LESSEE shall be entitled to erect/modify/construct any buildings or any other structure on the Schedule Property for the purpose of establishing and running a school in accordance with prescribed rules and regulations of the concerned appropriate authorities.
3. The LESSEE is permitted to establish and run a school in the Schedule Property and the LESSEE shall not do any other business or carry on any illegal activities in the Schedule Property.
4. The LESSEE shall not transfer or sub-lease any portion of the Schedule Property to anybody.
5. The LESSEE shall have the power to obtain the required connection from the Electricity Board as per the prescribed rules of the Electricity Board and LESSEE shall pay the Electricity Charges to the Electricity Board for the power consumed by the LESSEE for the purpose of running the school in the School Premises/Schedule Property.
6. The LESSEE shall pay the water charges to the Municipal Corporation/ Town Panchayat/ village Panchayat for the water consumed by the LESSEE for the purposes of running the school premises in the Schedule Property.
7. The LESSEE shall not modify, change or convert the activities in the Schedule Property without the written consent of the LESSOR.




LESSOR


LESSEE

8. The LESSEE shall at all reasonable time allow the access to the LESSOR or their agents or servants to inspect the Schedule Property.
9. The LESSEE shall insure and keep the Schedule Property and building/ buildings constructed in the said property against loss or damages by fire/floods/any other natural calamity with an insurance company approved in writing by the LESSOR.
10. In case of any damages caused to the Schedule Property due to the activities of the LESSEE or negligence of the LESSEE or any person connected with the LESSEE, the LESSEE shall immediately compensate the loss to the LESSOR.
11. That the LESSEE shall deliver the peaceful vacant possession of the land same as in the beginning of lease to the LESSOR at the termination of the lease period.
12. In case the LESSEE and the LESSOR agree to extend the period of Lease the same shall be extended by entering into a fresh Lease Agreement on then mutually agreed terms.
13. Both LESSEE and LESSOR mutually agree to give 3 months' advance information/notice in writing on either side in case of vacating the Schedule Property during the Lease period.
14. It is hereby agreed that the above conditions shall be read and constituted




LESSOR

Nanjay Kumartha
LESSEE

as forming part of this Lease agreement and the parties hereto shall, respectively abide by and subject themselves to the conditions and stipulations and perform the Lease agreement on their part respectively.

IN WITNESS WHEREOF the parties have set their hands and seal to this Lease agreement on the day, month and year first above written.

| For and on behalf of LESSOR | For and on behalf of LESSEE |
|---|-----------------------------|
|  | Anjany Kumartha |

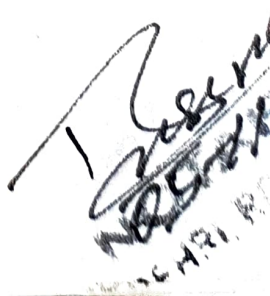
Witness:

1)  (RAJESH KUMAR)

2)

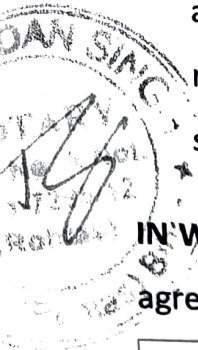
LESSOR


LESSEE



as forming part of this Lease agreement and the parties hereto shall, respectively abide by and subject themselves to the conditions and stipulations and perform the Lease agreement on their part respectively.

IN WITNESS WHEREOF the parties have set their hands and seal to this Lease agreement on the day, month and year first above written.



| For and on behalf of LESSOR | For and on behalf of LESSEE |
|---|-----------------------------|
|  | Danjany Kumar <u>the</u> |


Witness:

1)  (RAJESH KUMAR)

2)

LESSOR

LESSEE


DAN SING
12/10/2018

SCHEDULE OF THE PROPERTY

All that items of the property and Land measuring 5 acres out of the CS Plot No. 1 situated at CS Khata no. 45 in Village- Kalyanpur, PO Banjari, PS & Dist.-Rohtas, Bihar and bounded by:

NORTH: DCBL Colony

SOUTH: Dalmia Cement Bharat Limited premises

EAST: Barren Land and Pond

WEST: Kaimur Mountain Range



LESSOR

LESSEE

[Handwritten Signature]
05/11/99
ROHTAS

**RESOLUTION PASSED BY CIRCULATION BY THE BOARD OF DIRECTORS OF THE
COMPANY ON JUNE 30, 2022**

"RESOLVED THAT, unit head of cement works at Banjari in Bihar, presently Mr. Lokesh Kumar Bahtey, be and is hereby severally authorized to execute all documents as may be necessary, expedient or incidental on behalf of the Company for day to day functioning of the cement works at Banjari, including but not limited to executing or certifying necessary letters, forms, memoranda of understanding, lease/rent agreements/service agreements, shipping documents, undertakings, affidavits, indemnity bonds and declarations; make applications before Central/State Governments /Authorities/ Bodies/ Departments in connection with matters relating to import and export/ port customs, mines and minerals, environment and forest, pollution control, railways, incentives, Reserve Bank of India; to represent and appear on behalf of the Company before various government authorities including but not limited to mines / industries / labour / land and revenue department, pollution control boards, railways, local administrators, courts and/or tribunals and other third parties and to do all acts, deeds and things as may be required and related thereto; and to authorize the officials by way of letter of authority to carry out any of the above acts or ancillary acts.

RESOLVED FURTHER THAT Mr. Lokesh Kumar Bahtey, Mr. Prithiraj Mukherjee, Mr. Rajesh Kumar and Mr. Saroj Kumar Behra, Authorised Signatories of the Company be and are hereby severally authorized to sign, authenticate, execute and submit various documents including applications, undertakings, affidavits, forms, returns, representations, appeal, petitions, modifications, alterations, either physically or electronically, as may be required under the Income Tax Act, 1951, Goods and Services Tax Act (s) (Central/State/Union Territory) and any other act under Direct and Indirect Taxation and the Rules made thereunder.

RESOLVED FURTHER THAT any Director of the Company and the Company Secretary be and are hereby severally authorized to affix the common seal (which for the purpose may be removed from the Registered Office) of the Company on the documents, wherever required.

Dalmia Cement (Bharat) Limited

11th & 12th Floor, Hansalaya Building, 15 Barakhamba Road, New Delhi - 110 001, Delhi, India
T +91 11 2346 5100 Toll Free 1800 2020 W www.dalmiacement.com CIN: U65191TN1996PLC035963
Registered Office: Dalmiapuram, District Tiruchirappalli - 621 651, Tamil Nadu, India
A Dalmia Bharat Group company, www.dalmiabharat.com

Dalmia
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RESOLVED FURTHER THAT the authorised signatories shall act under this resolution till they are in the employment of the Company and/or its holding/subsidiary Companies unless revoked earlier.

RESOLVED FURTHER THAT any Director of the Company and the Company Secretary be and are hereby severally authorised to issue a certified copy of this resolution, wherever required."

//CERTIFIED TO BE TRUE COPY//

For Dalmia Cement (Pharati) Limited



(Manisha Bansal)
Company Secretary



Dalmia Cement (Bharat) Limited

11th & 12th Floor, Hansalaya Building, 15 Barakhamba Road, New Delhi - 110 001, Delhi, India
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