

ಉಪ ನೋಂದಹಾಧಿಕಾರಿ

LEASE DEED

This Deed of Lease is made and executed on this the **27**th day of **April** Two Thousand Twenty One (**27/04/2021**) at Bangalore by and

BETWEEN

SENDHUR MURUGAN INVESTMENTS PRIVATE LIMITED, (PAN ABCCS8931J) a Private Limited Company incorporated under The Companies Act, 2013, having its Registered Office at 'Siri Mahaveer Residency, No.9, 5th Main Road, Ittamadu, BSK 23rd Stage, Bangalore 560085, Karnataka, represented by its Director Mrs.S.Usha, residing at No.8A, 19th Cross, T G Layout, Ittamadu, BSK 3rd Stage, Bangalore 560085.

(Hereinafter referred to as 'LESSOR / LANDLORD' which expression shall mean and include his legal heirs, successors, nominees, assignees, representatives, administrative etc.,) of the FIRST PART

AND

M/s. NEXGEN EDUCATIONAL TRUST, a Registered Trust bearing No.231/2009, Ranga Reddy District, having its office at No.304, Kasatty Heights, Swamy Ayyappa Society, Khanamet (V), Ranga Reddy District Andhrapradesh, represented by its authorised representative Mr. Eluri Rajesh Babu, S/o. Mr.Eluri Subba Rao, aged about 39 years, residing at No.4-118/D, Bodrai Street, Near Lakshmi Narasimha Swamy Temple, Darsi Post, Marythi Mandal, Prakasam, Andhra Pradesh – 523260. authorised vide trust resolution dated 01.04.2021

(Hereinafter referred to as the 'LESSEE /TENANT' which term shall mean and include all its heirs, partners, successors, attorneys, agents, assigns and administrators, etc.,) of the other part.

For Sendhur Muragan Investments Pyt. Ltd.,

Managing Director/Director

JAGONS

SO COISTRUR SE

ಕರ್ನಾಟಕ ಸರ್ಕಾರ ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Department of Stamps and Registration ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/S NEXGEN EDUCATIONAL TRUST Rep. by its Authorised representative Mr. Eluri Rajesh Babu S/o Eluri Subba Rao , ಇವರು 1049600.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಡಿಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.) _.	ಹಣದ ಪಾವತಿಯ ವಿವರ	
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	1049600.00	DD No 089265 Rs. 1049600/- dated	
O: 0.		19/Apr/2021 drawn on AXIS	
9	Iš d	BANK,SANJEEVA REDDY	
8		NAGAR,HYDERABAD.	

ఒట్జ: 1049600.00

ಸ್ಥಳ : ಬಸವನಗುಡಿ

ದಿನಾಂಕ : 27/04/2021

ಸ್ಥಾರ್ ಪ್ರಾಥಾಗಿ ಕಾರಿ ಕ್ರಾಂಥ್ ಪ್ರಾಥಾಗಿ ಕ್ರಾಂಥ್ ಪ್ರಾಥಿ ಕ್ರಾಂಥ್ ಪ್ರಾಥಾಗಿ ಕ್ರಾಂಥ್ ಪ್ರಾಥಾಗಿ ಕ್ರಾಂಥ್ ಪ್ರಾಥಾಗಿ ಕ್ರಾಂಥ್ ಪ್ರಾಥ್ ಪ್ರಾಥಾಗಿ ಕ್ರಾಂಥ್ ಪ್ರಾಥಾಗಿ ಕ್ರಾಂಥ್ ಪ್ರಾಥಾಗಿ ಕ್ರಾಂಥ್ ಪ್ರಾಥಾಗಿ ಕ್ರಾಂಥ್ ಪ್ರಾಥಾಗಿ ಕ್ರಾಂಥ್ ಪ್ರಾಥಾಗಿ ಕ್ರಾರಾಗಿ ಕ್ರಾರಾಗಿ ಕ್ರಾರಾಗಿ ಕ್ರ

Designed and Developed by C-DAC Pune.



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ದಸ್ತಾವೇಜನ್ನು ಬರೆದು ಕೊಟ್ಟ ದಿನಾಂಕ Date of Execution

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು This sheet can be used for any document

WHEREAS the Lessor is the absolute owner and possessor of the Immovable Property bearing Converted Survey No.165/2, (old Survey No.165), BBMP Khatha No.121, Converted from Agricultural to Education purpose vide its conversion order No.ALN(ASH)SR/107/2017-18, Dated:13/11/2018, issued by Deputy Commissioner Bangalore District, Bangalore, measuring 2 acres and 03 guntas, Kharab Land 0.02 guntas, situated at Kudlu Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, Now Coming under the Jurisdiction of Bruhath Bangalore Mahanagara Palike (BBMP) Bangalore,

The same is more specifically described in the Schedule hereunder and herein after referred to as 'ScheduleProperty', which the Lessor had purchased vide Sale Deed No. 8635/2019-20dated 06.03.2020and its Rectification Deed No.5006/20-21 dated 14.12.2020 both registered at Sub registrar office, Anekal. A building has been constructed on the above land consisting of Ground+4 floors with total area of 90,000 sq.fts.

Whereas the LESSEE has approached the LESSOR to let-out the above said property for the purpose of running Educational Institution for a lease period 15 years w.e.f 01.04.2021 till 31.03.2036 on a monthly rent of Rs.30,00,000/- (Rupees Thirty Lakhs Only) @ Rs. 33.33/- per sqft for 90000 sq.fts approx..

Now both the parties intend to put the terms and conditions of lease deed in writing:

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

1. That in pursuance of the above agreement and in consideration of the rent herein resolved, the Lessor do hereby agree to lease all the part and parcel of the Scheduled Property unto Lessee to hold the same till subsistence of the Lease on the following terms and conditions.

For Sendhur Murugan Investments Pvt. Ltd., Managing Director/Directo

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Print Date & Time: 27-04-2021 12:02:26 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 630



ಬಸವನಗುಡಿ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬಸವನಗುಡಿ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 27-04-2021 ರಂದು 11:43:39 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

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2	ಸೇವಾ ಶುಲ್ಕ	560.00	
	ఒట్ను :	262960,00	

ಶ್ರೀ M/S NEXGEN EDUCATIONAL TRUST Rep. by its Authorised representative Mr. Eluri Rajesh Babu S/o Eluri Subba Rao ಇ. ವರಿಂದ ಹಾಜರೆ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
કું M/S NEXGEN EDUCATIONAL TRUST Rep. by its Authorised representative Mr. Eluri Rajesh Babu S/o Eluri Subba Rao			JEST BINS

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ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ .

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t	M/S NEXGEN EDUCATIONAL TRUST Rep. by its Authorised representative Mr. Eluri Rajesh Babu . ಬಿನ್ S/o Eluri Subba Rao (ಬರೆಸಿಕೊಂಡವೆರು)			J27812
2	SENDHUR MURUGAN INVESTMENTS PRIVATE LIMITED Rep. by its Director Mrs. S, Usha . (ಬರೆದುಕೊಡುವವರು)			S. Color.

धार्यक्षणा विकास के जिल्हा के किस्तु के क



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ু কিং হাও বাস্তুর্গলে স্বত্র<u>্য ০ ৫০</u> /2021-22 প্রেক

- 2. The term of lease is for a period lease period 15 years w.e.f 01.04.2021 till 31.03.2036 The LESSEE and the LESSORS have the option of terminating this lease deed by serving a notice six months in advance from either side. The Lease period may be renewed after the expiry of Lease agreement with the consent of both the parties on the agreed terms at that time.
- 3. That the LESSEE has agreed to pay a monthly rent of Rs.30,00,000/(Rupees Thirty lakhs only) @ Rs.33.33/- per sq.fts for 90000 sq.fts
 subject to deduction of TDS as per Income Tax laws, by way of Demand
 Draft / Cheque on or before 10th day of every English calendar month
 and the TDS certificate in Form 16A of the IT Act will be issued once
 in a year. The rent will be paid in proportion to the occupied slab area of
 the building(s). Common areas like Cellar, Parking, Play ground, open
 land, elevation balconies, O.T.S. will not be considered for the calculation
 of the rent. However, the LESSEE shall have right to utilize the
 space/area along with the building.
- 4. That the Lessor agreed to provide / construct the internal partitions / Toilets, flooring, water, electricity etc as per the requirements of the Lessee.
- 5. That the Lessee has agreed to pay a sum of Rs.1,00,00,000 (Rupees One Crore Only) towards interest free rental deposit. If the lessee serves vacation notice the lease rentals cannot be paid from the date of notice. The lease rentals for the period after issuing notice and before actual vacation of the building can be adjusted against rental deposit. The balance if any left will be refunded immediately by the Lessor to Lessee.

For Sendhur Murugan Investments Pvt. Ltd., Managing Director/Director

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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Krishnan Gopal Rao No. 5/310, Karkana Street, Salem, Tamil Nadu 636004	No.
2	Bhaskar No, 4, Old Madras Road, K.R. Puram, Bangalore.	walker

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l ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು ನಂಬರ BSG-1-00630-2021-22 ಆಗಿ ಸಿ.ಡಿ. ನಂಬರ BSGD925 ನೇ ದ್ದರಲ್ಲಿ

ದಿನಾಂಕ 27-04-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬಸವನಗುಡಿ (ಬಸವನಗುಡಿ)

Designed and Developed by C-DAC, ACTS, Pune

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ದಸ್ತಾವೇಜನ್ನು ಬರೆದು ಕೊಟ್ಟ ದಿನಾಂಕ Date of Execution

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- 6. That the Lessor should also provide fire extinguishers and provide no objection certificate from fire department. The Lessor also agreed to provide necessary sanitary certificate from the Municipal Authorities.
- 7. That the Lessee hereby agrees to use the said premises for the purpose of running educational institution and not for any other purpose. The Lessee is at liberty to use the lease hold premises for any other educational institutions established by them.
- 8. That the Lessor hereby agrees to pay the Property Taxes any other tax levied by the Municipal Corporation or local authority or State or Central Government in respect of the buildings. However water and Electricity Consumption Charges as per the meter readings and the bills issued by the competent authorities shall be paid monthly/regularly by the LESSEE during the tenancy. The Lessee shall pay (or reimburse to the Lessors, as the case may be upon submission of the details) the GST and other taxes/levies, if payable (other than municipal/property tax/income tax) during the lease period, in respect of the demised premises
- The Lessee agrees to undertake whitewashing, colouring required for the demised premises in order to keep it in good state, which shall be done once in three years.
- 10. That the Lessor had agreed to provide required electricity, water and drainage connections to the building at their cost. The Lessor also agreed to provide separate Electrical Transformers if required on their own cost.

For Sendhur Murugar Investments Pyt. Ltd..

Managing Director/Director

JEH 812

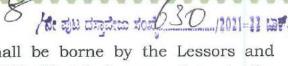


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- 11. The necessary electrical deposits shall be borne by the Lessors and Lessor has to provide the required H.T. Electrical connections to the building. The additional Deposit will be paid by the Lessee to the Electrical Department which shall be reimbursed by the Lessor to the Lessee by way of deducting from the Lease rentals payable to the Lessor.
- 12. In the event of any portion of the Leased Premises is taken away / acquired for the set back or for road widening purpose or otherwise by the Statutory Authorities, the Lessee shall not be entitled to claim any compensation or any other claim whatsoever for such action from the Lessors property. However, the rent of the Premises shall be reduced as per the available roof area.
- 13. That the Lessors agreed to provide the following amenities / structures to the Building.
 - a. Electrification of building i.e. Supply of Power with sufficient load, Electrical wiring for the entire building including rooms, bath rooms, passages, staircase and all controls must be brought to the central room specified by the Lessee.
 - b. Cost of all minor repairs shall be borne by the Lessee. The Lessee is not responsible for structural defects because of natural calamities like earth quake, Riots, fire etc.
 - c. The Lessee is at liberty to use the Lease hold premises for any other educational institutions established by them.

For Sendhur Murugan Investments Pyt. Ltd.,

Managing Director/Director

JA1812



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- d. Maintenance of the Electrical Pump sets provided in the tenanted premises shall be borne by the Lessee.
- e. The Lessors shall provide Toilets required as per the agreed building plan.
- f. The maintenance of motor and Generators shall be borne by the Lessee.
- g. Water supply and sanitary connections should be made/ provided by the Lessor and maintained by the Lessee for the entire lease period.
- 14. The Lessee shall ensure that there would be no disturbance by their activities to the neighbors.
- 15. The Lessor represent and warrant that the Lessee shall be in physical and lawful possession of the DEMISED PREMISES and are fully entitled to execute lease deed and the DEMISED PREMISES can be used for the activities of the Lessee for running educational institutions and can enjoy quiet and peaceful possession and use of the DEMISED PREMISES. In the event, the Lessor had mortgaged at any time, the DEMISED PREMISES, the Lessor shall ensure that the Leasehold right and interest hereby created in favour of the Lessee is not in any manner disturbed / hindered/ affected by the Lessor mortgage during the subsistence of the Lease.

For Sendhur Murugan Investment OPyt. Ltd.,

Managing Director/Director

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ದಸ್ತಾವೇಜನ್ನು ಬರೆದು ಕೊಟ್ಟ ದಿನಾಂಕ Date of Execution

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- 16. In the event, the Lessor offers the DEMISED PREMISES for sale/ transfer to other third Party/ies as a whole in future, the Lessor shall notify the Lessees well in advance and the Lessor shall ensure that such sale/ transfer by the Lessor shall be subject to the lease in favour of the Lessee. The Lessor shall in such event ensure that the prospective new owner of the DEMISED PREMISES shall confirm to the satisfaction of the Lessee that the terms herein agreed to by this Lease deed shall be binding on the said new owner and the said new owner shall also acknowledge the receipt of the INTEREST FREE REFUNDABLE SECURITY DEPOSIT from the Lessor. It is hereby further agreed, understood and confirmed that a clause in respect of such option in favour of the Lessee shall be incorporated in the Deed of Sale / Transfer in favour of such Third Party/ies.
- 17. All maintenance charges and annual maintenance of the lift charges is to be borne by the user/Lessee. Also lift, borewell, electrical repairs are to be borne by the user.
- 18. The Lessee hereby agrees to bear all administrative charges with respect to running the school from 01.04.2021.
- 19. The lessee shall make good the damages to the movable and immovable property including flooring, walls wiring and building structure etc. Leased or hired to them by the Lessor.
- 20. The lessee shall not keep/store any dangerous and combustible materials in the demised premises.

For Sendhur Murugar Investment Pvt. Ltd 1 Zalens



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- 21. The Lessee shall not make any alternation, additions and structure in the schedule premises including vacant places without prior consent of the lessor in writing.
- 22. The lessee shall be at liberty to place/install name boards/plates, neon signboards, insignia, logo, trade sign or any other crests signage and such other advertising materials at the demised premises with approval of the lessor and without causing any damage to the premises/elevations.
- 23. FORCE MAJEURE: Neither Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with due to circumstances beyond the reasonable control of such Party, including but not limited to change in legislation, fire, flood, explosion, epidemic, accident, act of God, act of terrorism, war, riot, strike, lockout, or other concerted act of workmen, act of Government and/or shortages of material. The Party claiming an event of force majeure shall promptly notify the other Party in writing, and provide full particulars of the cause or event and the date of first occurrence thereof, as soon as possible after the event and also keep the other Party informed of any further developments. The Party so affected shall use its best efforts to remove the cause of non-performance, and the Parties shall resume performance hereunder with the utmost dispatch when such cause is removed. If the force majeure continues for a continuous period exceeding 30 (Thirty) Business Days, the Parties shall assess the possible options available.

For Sendhur Muragan Investments Pyt. Ltd.,

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Managing Director/Director

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- 24. Upon receipt of any notice, summons order, directions or any demand/document from any person/authority, the lessee shall deliver the same to the lessor in connection with the building.
- 25. Both the Lessor and Lessee hereby agree that the Lessor should not interfere in the running of the school on handing over of the demised building and similarly the Lessor shall in no way responsible for any untoward incident takes place in the demised building during the subsistence of the Lease and the Lessee shall be held responsible for such incident and Lessee shall abide and comply with all safety measures.
- 26. All the disputes regarding this deal shall be subjected to Bangalore City jurisdiction only

SCHEDULE OF PROPERTY

All that peace and parcel of the Immovable Property bearing Converted Survey No.165/2, (old Survey No.165), BBMP Khatha No.121, Converted from Agricultural to Education purpose vide its conversion Dated: 13/11/2018, No.ALN(ASH)SR/107/2017-18, issued by Deputy Commissioner Bangalore District, Bangalore, measuring 2 acres and 03 guntas, Kharab Land 0.02 guntas, situated at Kudlu Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, Now Coming under the Jurisdiction of Bruhath Bangalore Mahanagara Palike (BBMP) Bangalore, consisting of Ground+ 4 floors with total constructed area of 90000 sq.fts is bounded on:

East by

Property of Chowdappa

West by

Land bearing Sy No.165/1 belongs to Mrs.Shantha

North by ::

* Canal and

South by

Inamti Land.

For Sendhur Murugar, Investments Pot. Ltd., Managing Director/Director () CAT obs



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In witness whereof, the Lessor and Lessee have signed this Lease Deed with their free will, sound mind, without any force or coercion, and read out the above contents having understood and have affixed their signatures and seal hereto on the Day, Month and year first above mentioned, in the presence of the witnesses mentioned here below.

WITNESSES:

1. CC, KRIS HAM) SIDP.V. LOPEIRON, 3/3/0A, Kerkers Street, Schoon 41

3000-

LESSOR

RATORS

2. Brother work Road
No. L. Punch
Rangalore

LESSEE

B.M.C.Raju, B.A.,LL.B., ADVOCATE No.1101/1, O.T.C.Road Near Hotel Pal Vihar, Nagarthpet BANGALORE-560 002.