



AGREEMENT TO LEASE

THIS LEASE DEED executed at Bangalore on this Fifteenth Day of June Two Thousand Twelve (15/06/2012) is made BY AND

BETWEEN:

SRI CHOWRI REDDY
Aged about 59 years,
S/o Thomasappa,
Residing at Erannapalya,
Arabic College Post,
Nagawara, Bangalore-560 045.

Hereinafter referred to as the "LESSOR" (which expression shall unless repugnant to the context mean and include all his heirs, executors, administrators, legal representatives, successors-in-interest, assigns etc) of the FIRST PART.

AND:

M/s NEXGEN EDUCATIONAL TRUST,
a registered Trust bearing Regn.No
231/2009, Ranga Reddy Dt.,
having its office at No.304,
Kasatty Heights,
Swamy Ayappa Society, Khanamet (V),
Ranga Reddy District,
Andhra Pradesh, represented
by its 'Author of the Trust' and
Authorized representative of the Trust
Sri T.Jayachand, do hereby appoints Assistant

General Manager SRI. G. SUNIL KUMAR S/o Sri. Shivaprasadss (he is authorized to handle the buildings in Karnataka)

Hereinafter referred to as the "LESSEE" (which expression shall unless repugnant to the context mean and include all its successors in interest, executors, administrators, legal representatives, successors-in-interest, assigns etc) of the Other Part.

Chowri Reddy T.



ಕರ್ನಾಟಕ ಸ್ಟಾಂಪ್ ಮತ್ತು ನೋಂದಣಿ ಇಲಾಖೆ
Department of Stamps and Registration
ಬೆಂಗಳೂರು

1957 ರ ಕರ್ನಾಟಕ ಸ್ಟಾಂಪ್ ಅಕ್ಟಿನ ಅಡಿಯಲ್ಲಿ ನೋಂದಣಿ ಮಾಡಿದ ಸ್ಟಾಂಪ್

By M/s NEXGEN EDUCATIONAL TRUST Rep by its Author of the Trust and Authorized Representative of the Trust SRI T. JAYACHAND, do hereby appoints Assistant General Manager SRI G. SUMI KUMAR S/o SRI SHIVAPRASAD, with 768630.00 discounting from the stamp duty on the stamp duty.

ಕ್ರಮ	ಮೊತ್ತ (ರೂ.)	ವಿವರಣೆ
ಸ್ಟಾಂಪ್ ದುರಸ್ತಿ	768630.00	OO No. 001291 dt 14.06.2012 Drawn on AXIS Bank Ltd Bangalore.
ಮೊತ್ತ :	768630.00	

ಇದು | ಸಹಿಮಾಡು
ದಿನಾಂಕ : 15/06/2012

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Designed and Developed by C. DAC ACTE PUNE

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WITNESSETH AS FOLLOWS:-

I. WHEREAS, the Lessor herein will be acquiring ownership of immovable property being measuring 50084 Square Feet or 4653.84 Square Meters or 1Acre-05Guntas in Property No.49/4, Katha No.49/4 of Nagawara Village, Kasaba Hobli, Bangalore North Taluk, now coming within the limits of Bruhat Bangalore Mahanagara Palike, which land is more fully described in the Schedule 'A' herein and hereinafter referred to as the Schedule 'A' land, which is presently owned by Sri Chown Reddy,

II. Whereas the lessees have experience in running schools, they are having branches at Andhra Pradesh Now they wanted to start school at Bangalore and in order to start school at Bangalore they have approached the lessor expressing their intention to start school at Bangalore and tendered the lessor to provide infrastructure in the schedule land which accommodating to run the school as per required specification. The lessors have accepted the offer made by the lessees and have accepted to lease out the schedule property as per their specification on the terms and conditions detailed herein. The building constructed on the schedule 'A' land is more fully described in the Schedule-B hereunder and hereinafter referred to as the Schedule-B premises for all purpose. The lessor have hand over the land and the building constructed on the schedule property under the this deed, on the terms and conditions reduced hereunder,-

IV. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

1. DURATION:-

The Lease shall be for a period 30years, which commences from 1-6-2012

Chown Reddy *for the*



Print Date & Time : 15-05-2012 01:21:49 PM

ಕೃತಕವಾಗಿ ಸಿದ್ಧ : 1370

ಇದರೊಂದಿಗೆ ರಾಜ್ಯದ ಶಾಸನಸಂಪನ್ಮೂಲ ಮಂಡಳಿಯ ದತ್ತಾಂಶದ ದಿನಾಂಕ 15-05-2012 ರಲ್ಲಿ 01.02.22 PM ರಲ್ಲಿ ಸಿದ್ಧಿಸಿದ ದಾಖಲೆಯನ್ನು ಕೊಡುತ್ತೇನೆ.

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2	ರೂ. ಕೊಡು	420.00
ಒಟ್ಟು :		128530.00

By M/N NEXGEN EDUCATIONAL TRUST Rep by its Author of the Trust and Authorised Representative of the Trust
SRI T. JAYACHAND do hereby appoints Assistant General Manager SRI G. SUNEIL KUMAR S/o SRI. SHIVAPRASAD as below mentioned.

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ಚಿತ್ರ	ಅಕ್ಷರ ಸಂಕೇತ	ಹೆಸರು
1	By M/N NEXGEN EDUCATIONAL TRUST Rep by its Author of the Trust and Authorised Representative of the Trust SRI T. JAYACHAND do hereby appoints Assistant General Manager SRI G. SUNEIL KUMAR S/o SRI. SHIVAPRASAD			

ಇದರೊಂದಿಗೆ ಸಲ್ಲಿಸುತ್ತೇನೆ.

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1	By M/N NEXGEN EDUCATIONAL TRUST Rep by its Author of the Trust and Authorised Representative of the Trust SRI T. JAYACHAND do hereby appoints Assistant General Manager SRI G. SUNEIL KUMAR S/o SRI. SHIVAPRASAD (ಇದರೊಂದಿಗೆ)			
2	SRI CHOWRI REDDY S/o SRI CHOWRI APPA (ಇದರೊಂದಿಗೆ)			

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ಇದರೊಂದಿಗೆ ಸಲ್ಲಿಸುತ್ತೇನೆ
(ಇದರೊಂದಿಗೆ)

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಖತಾ ಪತ್ರ
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ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಪದ್ಧತಿ : ದ.ಸ. 2/-

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Total stamp duty paid Rs.

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2. LOCK IN PERIOD

That there shall be a lock in period of ten years and as such, the lease is not terminable by the lessee within that period and however, the Lessor is always at liberty to terminate the lease in the event of failure on the part of the lessee to comply with the covenants on the part of the lessee.

3. RENEWAL:

The period lease may be renewed by mutual consent of both parties by entering in to a new terms and conditions, which are prevailing on that day.

4. RENT:

a) The rate of rent shall be Rs. 15/- for super build up area and Rs. 3,00/- for vacant land available, the same rate of rent applicable to the building to be constructed in future. The rent shall be payable on or before 5th of every calendar month. The rate of rent shall be enhanced at the rate of 5% for every year on the existing rate of rent. The enhanced rate of rent shall be applicable to the building to be constructed in future.

5. MODE OF PAYMENT OF RENT:

The rent shall be paid by the Lessor through cheques or Demand Draft payable at Bangalore which drawn in favour of the lessor in three separate cheques by calculating as per the proportion detailed hereunder at clause 28 of this deed and the same proportionate is also applicable for deduction of TDS.

Chowinreddy T

संलग्नक

क्र.सं.	संलग्नक संख्या	नाम
1.	D. K. Ramesh Devendra K R Puram Bangalore	<i>[Signature]</i>
2.	Rakesh Paul C Brahmapur, AC Post, Nagawara Bangalore 560045	<i>[Signature]</i>

संलग्नक संख्या
संलग्नक (संलग्नक), संलग्नक

1. संलग्नक संख्या संलग्नक KCH-1-01370-2012-13 संलग्नक संलग्नक संलग्नक KCH-102 संलग्नक संलग्नक 10-06-2012 संलग्नक संलग्नक संलग्नक <i>[Signature]</i> संलग्नक संलग्नक संलग्नक संलग्नक	
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Designed and Developed by C-DAC, ACR, Pune

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6. TENANCY MONTH.

The tenancy month shall be the English Calendar Month commencing from 1st of each month to the 1st of succeeding month.

7. USAGE OF THE SCHEDULE PREMISES:

The Lessee shall use the built up portion only for running educational institutions and not for any other purposes, in case any violation, the lessor have reserve their right to terminate the lease agreement, the same terms is applicable to the vacant space also, the lessee shall not use the open space other than school activities.

8. DEDUCTION OF TDS:

That the lessee shall be at liberty to deduct income tax from monthly rent payable to the Lessor and provide the Lessor with necessary TDS Certificate in the prescribed form within 15 days from the end of the financial year. The lessee has to deduct the TDS in rent payable.

9. PAYMENT OF SERVICE TAX.

The lessee shall be liable for payment of incidental Service tax and such other levies as are incidental to payment of rent as and when is required to pay.

10. DEPOSIT:

Chowvi Reddy

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Government of Karnataka
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ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಶ ಇಲಾಖೆ
Registration and Stamps Department
ಶೀಟಿನ ಸಂಖ್ಯೆ: 2/-
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Total stamp duty paid Rs.

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a) The Lessee pay to the Lessor as Security Deposit a sum of Rs.80,00,000/- (Rupees Eighty lacks only) as security deposit through RTGS in favour of the Lessor. The security deposit amount shall not carry any interest during the subsistence of the lease period and it is refundable at the time of lessee vacating and handing over the schedule premises to the lessor in a tenantable condition. The refund of security deposit subject to deduction of arrears if any to the lessor.

b) Any building constructed by the lessor for providing additional facility to run the School, the lessor are liable to pay additional security deposit as per the then prevailing rate of rent, and the same is applicable for payment of rent to the additional building to be constructed in the future. The construction of building in future is depending up on the requirement of the lessee.

c) The Lessee shall not be entitled to request the Lessor to set off the Security Deposit amount, to any rental arrears and shall be bound to pay the rent every month irrespective of the deposit made without fail. In case the lessee commits any default in paying the rents regularly, the lessor has every right to terminate the lease agreement and the lessee is liable to vacate and hand over vacant possession of the schedule property without creating any problem.

d) That in case, the lessee wants to vacate the premises before the expiry of lock-in period of 10 years as agreed herein, the Lessor are liable to refund the Security deposit only after the lock in period is over and the Lessee shall be liable for payment of rent for the lock in period irrespective of whether the lessee uses the schedule premises or not.

e) That the lessor is at liberty to deduct the arrears of rent and also cost of damages caused to the schedule premises out of the security deposit amount. In case any damages caused by the lessee to the building.

Chowari Reddy

[Signature]



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11. ELECTRICITY AND WATER CHARGES

The lessee shall pay the electricity and water consumption charges as per bill to the concerned authority and maintain the bills and receipts for record purpose, and hand over the same at the time of handing over the schedule property to the lessor.

12. REPAIRS AND MAINTENANCE OF THE SCHEDULE PREMISES

That as the lease is for a specific purpose and requirement, for their requirement and purpose. The lessors are liable to make minor repair and maintenance at their cost and expenses. In case any major damages, which caused under unavoidable circumstances, the lessor are liable to repair the same at their cost and expenses with in the reasonable time without causing any inconvenienced to the lessee to run the school.

13. STRUCTURAL ALTERATIONS:

The Lessee shall be at liberty to make such internal alterations to suit the requirements of the Lessee at their cost but with prior written approval of the Lessor. However, the lessee shall have no right to make any structural alterations either enhancing or diminishing the value or utility of the schedule premises.

14. ACQUISITION:

In case, any portion of the open area or built up area of the schedule premises is compulsorily acquired by the Government or public authority, the Lessor alone shall be entitled to the compensation which payable by the authorities concerned and the Lessee shall have no claim in that regard. However, in case of such acquisition, the rate of rent shall be reduced on pro-rata basis on the open area or built up area or both that is so reduced at the then prevailing rates.

Chowari Reddy, T

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Government of Karnataka

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Date of execution

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Total stamp duty paid Re.

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15. STAMP DUTY, REGISTRATION AND LEGAL CHARGES:

The stamp duty and registration charges in respect of the Lease Deed, including the costs, charges and expenses incurred for the same, shall be borne by the Lessee.

16. PEACEFUL ENJOYMENT:

In consideration of the rent herein agreed and all payments as payable to the Lessor and being payable by the Lessee regularly and other terms and conditions and covenants as cast on the Lessee being observed and performed by the Lessee, the Lessee shall peacefully enjoy the Schedule premises during the lease period without any interruption by the Lessor.

17. SUB-LETTING:

The Lessee shall not be entitled to sub-let, assign or otherwise part with the possession of the whole or any part of the schedule premises. However, the Lessee shall be at liberty to accommodate his sister concerns in the schedule premises with due and proper advance intimation to the Lessor but the obligation to comply with the terms of this Lease Deed shall be that of the Lessee alone and the sister concern shall have no relationship with the Lessor.

18. PAYMENT OF RATES, TAXES ETC:

The Lessor shall pay, within the appropriate time, the property taxes or any taxes and charges with respect to the Schedule premises payable to any statutory or local authority or Government or any local authority.

Chowari Reddy T for the



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19. INSPECTION OF THE SCHEDULE PREMISES;

The Lessee shall allow the lessor to inspect the schedule premises to ascertain that it is being used according to the terms of the lease deed and the covenants, as and when it is required for the lessor to inspect the schedule premises with in reasonable hours of the day.

21. SIGNAGE

That the Lessee is permitted to put up sign boards on any part of the school premises pertaining to the school to be run by the Lessee and shall be entitled to put up any boarding.

22. DETERMINATION OF LEASE

- a) The Lease shall expire automatically at the end of the period of lease as specified in this deed.
- b) This lease may be terminated by mutual consent of both parties by giving prior intimation of 8 Months after the lock in period is over, in case the lessee wants to vacate, it shall be as per the terms and conditions reduced herein above.
- c) The Lessor may terminate this lease, if the Lessee default in discharging any obligations imposed under this Deed including non-payment of rent for any two consecutive months or on violation of any of the terms and conditions of this lease agreement.

Chowdary Raddy



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23. SUPER BUILT UP AREA:

The built up area shall include the staircase, corridors and toilets.

Built up area: is totally measuring 30,000sqft, which includes, the staircase area, balconies, corridors, etc which covering the 10,000square feet of land in the schedule A property, the vacant land is measuring 40094 square feet

24. INSURANCE

The Lessee shall be liable to obtain adequate value of all risks insurance in respect of the Schedule Premises and its assets, in case any damages to the building on the negligent act on the part of the lessee, for which, the lessor is not liable in any manner. The lessee has to take all suitable measures to safe guard the building and as well the furniture and fixtures.

25. MISCELLANEOUS

a) Notice: Any notice required to be served upon either parties shall be sufficiently served if sent by registered post acknowledgement due at the address first given above.

b) Modifications: The terms of this lease Deed shall not be altered or added to and nor shall anything be omitted there from except by means of a Supplementary Deed in writing duly signed by both the parties hereto.

c) Waiver: Failure of either party to exercise promptly any right herein granted or to require strict performance of any obligation undertaken herein, shall not be deemed as waiver of such right or of the right to demand subsequent performance of any and all obligations herein undertaken by respective parties.

Chowdary Reddy T



d) Variation: The Lessor and the Lessee hereto acknowledge that the agreement supersedes all prior communications between them including all oral or written proposals. Any variation, addition and modifications of this deed between the parties shall be valid only if it is in writing and signed by the persons authorized.

e) Costs: Each party shall bear their own legal costs if any, connected with this transaction and with this lease deed. However, in respect of the registration of the lease deed, the charges of such registration and expenses shall be borne by the Lessee.

f) The Custody of Original Lease Deed: The original deed shall be with the Lessee and the copy of the same will be furnished to the Lessor.

28. JURISDICTION:

The Courts at Bangalore alone shall have the jurisdiction.

SCHEDULE 'A' PROPERTY

All that piece and parcel of immovable property being measuring 50094 Square Feet, or 4653.84 Square Meters in Property No.49/4, Katha No.49/4 of Nagawara Village, Kasaba Hobli, Bangalore North Taluk, now coming within the limits of Bruhat Bangalore Mahanagara Palike, and bounded on the

EAST BY	-	Road,
WEST BY	-	Road,
NORTH BY	-	Private property,
SOUTH BY	-	Private property,

Chowdreddy
[Signature]

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ಪರಿಶೀಲನೆ ಮತ್ತು ಮುದ್ರಣ
Registration and Stamps Department

ದಿನಾಂಕ: 28-10-2020

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Date of execution

ಮೊತ್ತ: 1000/-
Total stamp duty paid Rs

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SCHEDULE 'B' PROPERTY

All that piece and parcel of immovable property being a school building measuring 30,000 square feet constructed on the Schedule 'A' land which covers the land measuring 10,000 square feet, the land measuring 40094 square feet is the vacant land.

IN WITNESS WHEREOF, the parties above named have on the day, month and year first above written, signed and executed this deed in Bangalore.

WITNESSES:

1. *[Signature]*
D. R. Ramesh
2. *[Signature]*
D. R. Ramesh
[Signature]
PRAKASH PAUL C
Veeranahally,
B'lore - 45

[Signature]
LESSOR

[Signature]
LESSEE

[Signature]
C. SUDHAKAR SWAMY
ADVOCATE
No. 413, 4th 'B' Main, 1st Stage, 1st Block,
TALYANA NAGAR, BANGALORE - 560 043.