

తెలంగాణ तेलंगाना TELANGANA

S.No.147.4.4. DATE: 04-05-2023

SOLD TO: P. Muneendra

S/o. Muni Raja R/o. Hyderabad

FOR WHOM: NEXGEN EDUCATIONAL TRUST

Lic No 15-10-010/2019 RL No: 15-10-080/2021 Plot No. 1188, Sri Swamy, Ayyappa Co-Op Housing Society, Madhapur, Serilingampally (M), Ranga Reddy Dist Ph:-9490666722

LEASE DEED

This Lease Deed is made and executed on this 10th May 2023, at Hyderabad, by and between

- 1. Mr. Pulasani Anjani Kumar Reddy (HUF) S/o. Megnath Reddy, aged about 62 years resident of D.No-11-10-320/1/302, Vijayapuri colony, Kothapet, Road No-1, Saroornagar, K.V.Rangareddy, Telangana-500035. (Lessor-1)
- 2. Mr. Pulasani Pavan Kumar Reddy (HUF), S/o. Megnath Reddy, aged about 60 years resident of D.No-4-1-7, Anmagal, Hayath Nagar, K.V.Rangareddy, Telangana-501505. (Lessor-2)
- 3. Mr. Pulasani Anil Kumar Reddy (HUF) S/o. Megnath Reddy, aged about 56 years resident of D.No-11-10-320/1, Flat No-404, Abhiteja Santosh Nivas, Road No-1, Vijayapuri Colony, Kothapet, Saroornagar, K.V.Rangareddy, Telangana-500035. (Lessor-3)



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- 4. Mr. Pulasani Anirudh Reddy, S/o. P. Anil Kumar Reddy, aged about 27 years resident of D.No-11-10-320/1, Flat No-404, Abhiteja Santosh Nivas, Road No-1, Vijayapuri Colony, Kothapet, Saroornagar, K.V.Rangareddy, Telangana-500035. (Lessor-4)
- 5. Mrs. Pulasani ArundatiW/o. P. Anil Kumar Reddy, aged about 45 years resident of H.No. 11-10-320/1, Flat No.404, Abhiteja Santosh Nivas, Road No-1, Vijayapuri Colony, Kothapet, Saroornagar, K.V.Rangareddy, Telangana-500035. (Lessor-5)
- 6. Mr. Pulasani Palgun Reddy S/o. P. Anjani Kumar Reddy, aged about 35 years resident of DNo. 11-10-320/1/302, , Abhiteja Santosh Nivas, Road No-1, Vijayapuri Colony, Kothapet, Saroornagar, K.V.Rangareddy, Telangana-500035. (Lessor-6)
- 7. Mis. Mitta Sreenidhi Reddy D/o. M. Laxma Reddy, aged about 18 years, resident of Hno. 3-12-92/391,392,403,404/501 TNR Devendra, Road No.3, Rock Town Colony, 7th Cross, L.B. Nagar, R.R District, Telangana-500068. (Lessor-7)
- 8. Mr. Mitta Laxma Reddy, S/o. Late M. Gurunath Reddy, aged about 65 years, resident of H.No. 3-12-92/391,392, 403,404/501 TNR Devendra, Road No.3, Rock Town Colony, 7th Cross, L.B. Nagar, R.R District, Telangana-500068. (Lessor-8)
- Pulasani Santosh Reddy, S/o. Sri Pulasani Pavan aged about 33 years, resident of H.No. 4-1-7, Hayatnagar Village and Mandal, Ranga Reddy District-501505,. (Lessor-9)
- 10. Mr. Pulasani Sai Kiran Reddy, S/o. Sri Pulasani Pavan Kumar Reddy, aged about 27 years, resident of .No. 4-1-7, Hayatnagar Village and Mandal, Ranga Reddy District-501505,.(Lessor-10)

(Hereinafter referred to as 'LESSORS /LANDLORDS' which terms shall mean and include all his/her/their legal heirs, legal representatives, successors, executors, attorneys, agents, assigns and administrators etc.,) of the one part

AND

NEXGEN EDUCATIONAL TRUST a registered Trust bearing Regn. No.231/IV/2009, Ranga Reddy having its office at Plot No. 80, Shri Sai Plaza, Ayyappa Society, Madhapur, Hyderabad- 500081 represented by its Trustee Mrs. Kavitha Muddana, D/o. Hanumantha Rao Muddana, aged about 33 years, Residing at Plot No.162, Flat No. 202, Svs Pleasant, Miyapur, Mayuri Nagar, Huda Colony, Hyderabad-500049.

(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.

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Whereas the **LESSORS** are the absolute owner and possessor of land bearing **Survey No.24/1** and **25/P**, Ward No.4, Block-III of L.B.Nagar circle of G.H.M.C, situated at Hayath Nagar Khalsa Revenue Village and Mandal, Rangareddy district, Which land succeeded from their father.

Whereas the **LESSORS** have obtained layout from HUDA vide permit no. HUDA/MP /3957/2000 and partitioned the said property in the form of plots.

Whereas the LESSORS are the absolute owner and possessor of below mentioned property bearing Survey No.24/1 and 25/P, Ward No.4, Block-III of L.B.Nagar circle of G.H.M.C, situated at Hayath Nagar Khalsa Revenue Village and Mandal, Rangareddy district Which they have acquired vide family partition deed No.7373/2005 Dt.20.10.2005, 6422/2022, Dt.04.11.2022 and Gift Deed vide No. 1614/2022 Dt: 11.03.2022, 4858/2022 Dt: 18.08.2022, 4857/2022 Dt: 18.08.2022, 4933/2022 Dt:22.08.2022, 4934/2022 Dt:22.08.2022, 709/2010 Dt:08.04.2010, 710/2010 Dt:08.04.2010 registered at Hyderabad sub registrar office,

Lessors	Plot Nos	Extent
P. Anjani Kumar Reddy(HUF)	15,19	587 Sq.yds
P. Pavan Kumar Reddy (HUF)	18	289 Sq.yds
P. Anil Kumar Reddy(HUF)	20	317 Sq.yds
P. Anirudh Reddy	13 & 22	649 Sq.yds
P. Palgun Reddy	12 & 23	671 Sq.yds
P. Arundati	14 & 21	628 Sq.yds
M. Sreenidhi Reddy	11	385 Sq.yds
M. Laxma Reddy	24	462 Sq.yds
P. Santosh Reddy	17	289 Sq.yds
P. Sai Kiran Reddy	16	289 Sq.yds
Total	Total	4566 Sq.yards

Whereas the **LESSORS** have agreed to construct a building on the above property consisting of Ground+2 floors with a plinth area of 35,000 Sq.fts as per the sanctioned plan to be obtained in consultation with the LESSEE as according to their requirement.

Whereas the LESSEE has approached the LESSORS to let-out the above said property for the purpose of starting Educational Institution for a lease period of 19 years 7 Months, with effect from 1st November 2022 and run until 30th June 2042 on the monthly rent of Rs.7,35,000/-(Rupees Seven Lakhs Thirty Five Thousand Only)@Rs.21/- Per sq. ft. for area of 35,000 Sq.fts approx. and the remaining open land for playground which carries no rental value.

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NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

- The LESSORS hereby declares that they are the owners and possessor of the demised premises which is more fully described in the schedule mentioned hereunder and the same is free from all encumbrances, charges, liens etc.,
- 2. That in pursuance of the above agreement and in consideration of the rent herein reserved the LESSORS do hereby agree to transfer by way of lease on or before 1st September 2022. All that its part and parcel of the scheduled property unto the LESSEE to hold the same till the subsistence of the lease on the following terms and conditions. The rent will be paid only for the actual available/constructed plinth area under utility.
- 3. The term of lease is for a period of 19 years 7 Months. The lease period will commence w.e.f 1st November 2022 and run until 30th June 2042. 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.
- That the LESSEE has agreed to pay a monthly rent of Rs.7,35,000/- (Rupees Seven Lakhs Thirty Five Thousand Only) @Rs.21/- Per sq. ft. for area of 35,000 Sq.fts approx.

The rent shall be paid to the Lessors in following Ratio:

S.No	Lessor	Rent %	Rent amount Rs.
1.	Mr. P. Anjani Kumar Reddy(HUF)	12.86%	94,521/-
2.	Mr. P. Pavan Kumar Reddy (HUF)	6.33%	46,525.5/-
3.	Mr. P. Anil Kumar Reddy (HUF)	6.94%	51,009/-
4.	Mr. P. Anirudh Reddy	14.22%	1,04,517/-
5.	Mr. P. Palgun Reddy	14.69%	1,07,971.5/-
6.	Mrs. P. Arundati	13.75%	1,01,062.5/-
7.	Mrs. M. Sreenidhi Reddy	8.43%	61,960.5/-
8.	Mr. M. Laxma Reddy	10.12%	74,382/-
9.	Mr. P. Santosh Reddy	6.33%	46,525.5/-
10.	Mr. P. Sai Kiran Reddy	6.33%	46,525.5/-
	Total	100%	7,35,000/-

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The rent payable is subject to deduction of TDS as per Income Tax laws, by way of Demand Draft / Cheque on or before 10^{th} 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 LESSEE's liability to pay rent to the LESSORS will commence w.e.f 1st November 2022. The rent will be paid in proportion to the occupied slab area of the building(s). Common areas like Cellar, Parking, Playground, 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.

- That the LESSORS agree to provide/construct the required no. of internal partitions, toilets, flooring, water, electricity etc. as per the requirements of the LESSEE.
- As part and parcel of this deal the LESSORS have agreed to let the LESSEE use the open land for playground which is also co terminus with this lease deed and does not carry any rental value.
- 7. That the LESSEE agrees to enhance the rent at the rate of 15% for every 3(three) years over and above the existing rent. In this case the next enhancement shall take place on 1st September 2025 or actual date of Possession of the Building.
- 8. That the LESSEE agrees to deposit a sum of equivalent to 12 months' Rent i.e., Rs.88,20,000/- (Rupees Eighty Eight Lakhs Twenty Thousand 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 Lessors to Lessee.

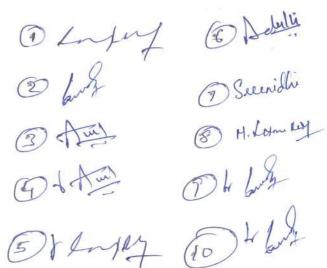
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The refundable deposit shall be paid to the Lessors in following Ratio:

S.No	Lessor	Deposit %	Deposit amount Rs.
1.	Mr. P. Anjani Kumar Reddy (HUF)	12.86%	11,34,252/-
2.	Mr. P. Pavan Kumar Reddy (HUF)	6.33%	5,58,306/-
3.	Mr. P. Anil Kumar Reddy (HUF)	6.94%	6,12,108/-
4.	Mr. P. Anirudh Reddy	14.22%	12,54,204/-
5.	Mr. P. Palgun Reddy	14.69%	12,95,658/-
6.	Mrs. P. Arundati	13.75%	12,12,750/-
7.	Mrs. M. Sreenidhi Reddy	8.43%	7,43,526/-
8.	Mr. M. Laxma Reddy	10.12%	8,92,584/-
9.	Mr. P. Santosh Reddy	6.33%	5,58,306/-
10.	Mr. P. Sai Kiran Reddy	6.33%	5,58,306/-
	Total	100%	88,20,000/-

9. That the Lessee has also agreed to pay sum equivalent to 6 Months' Rent i.e., Rs.44,10,000/- (Rupees Fourty Four Lakhs Ten Thousand only) to the Lessors towards additional advance.

Towards the recovery of above said amount, every month 25% of the monthly rent shall be deducted from the rent payable towards additional advance from the date of occupation of the premises.



The Additional Advance shall be paid to the Lessors in following Ratio:

S.No	Lessor	Additional Advance %	Additional Advance amount Rs.
1.	Mr. P. Anjani Kumar Reddy (HUF)	12.86%	5,67,126/-
2.	Mr. P. Pavan Kumar Reddy (HUF)	6.33%	2,79,153/-
3.	Mr. P. Anil Kumar Reddy (HUF)	6.94%	3,06,054/-
4.	Mr. P. Anirudh Reddy	14.22%	6,27,102/-
5	Mr. P. Palgun Reddy	14.69%	6,47,829/-
6	Mrs. P. Arundati	13.75%	606375/-
7	Mrs. M. Sreenidhi Reddy	8.43%	3,71,763/-
8	Mr. M. Laxma Reddy	10.12%	4,46,292/-
9	Mr. P. Santosh Reddy	6.33%	2,79,153/-
10	Mr. P. Sai Kiran Reddy	6.33%	2,79,153/-
	Total	100%	44,10,000/-

- 10. That the buildings shall be constructed as per the approved plan by the respective Authority. The plan of the building to be constructed shall be signed by both the parties and the said plan would be treated as part and parcel of this deed. The elevation of the premises should be consulted with the LESSEE and designed so as to bring out rich ambiance to the structure and its location.
- 11. The **LESSEE** shall have a right to alter the building according to the convenience without affecting the utility and the life of the building with the prior approval of the **LESSORS** in writing for major works.
- 12. That the **LESSEE** hereby agrees to use the said premises for the purpose of running educational institution(s) and not for any other purpose. The **LESSEE** is at liberty to use the leasehold premises for any other Educational Institutions established by him/them.
- 13. The **LESSEE** has a right to sub lease the property to any of its group Companies/ firms/ Trusts etc. for the purpose of running the educational institutions.

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- 14. That the LESSORS shall be liable to pay the property tax, all other municipal taxes and statutory taxes 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. However, If any new taxes imposed by Central Govt. or State Govt. related to the business of the LESSEE from time to time during the lease period the same will be borne as per mutual understanding. GST, if applicable on the rent of the building shall be borne by the LESSORS.
 - Both the parties agree that after expiry of the lease period or if the lease is terminated by either party as agreed above, the lessee shall handover the schedule property to the lessors in working condition along with water and electricity bills paid up to date.
- 15. That the Registration Charges whatsoever required for getting the lease deed registered for any/all purposes with sub-registrar or district registrar shall be borne by the LESSORS(s) and shall submit the copy of registered lease deed to LESSEE within a month from the date of registration.
- 16. That the LESSORS agree to undertake the responsibility of colouring/ painting or doing minor repairs, required for the demised premises once in Five years in order to keep it in good state. In case the same is undertaken by the LESSEE with the prior approval of the LESSORS, the cost incurred by the LESSEE shall be reimbursed by the LESSORS by way of deduction from the succeeding monthly rentals payable.
- 17. THE ADDITIONAL ELECTRICAL CONSUMPTION DEPOSIT (ACD) shall be borne by the LESSORS. In case the ACD is paid by the LESSEE the same shall be reimbursed by the LESSORS by way of deduction from the next month rentals. Transformers to be erected by the LESSORS according to the technical and electrical requirement proportionate to the building.
- 18. Entire building is to be fixed with tube light, bulb fixtures and fan Hooks as directed by the **LESSEE**. Speaker cables and telephone cables should be provided as directed by the **LESSEE**.
- 19. The LESSORS must provide sufficient water for drinking and sanitary purpose. There must be a bore well drilled and fit with a 5 HP motor to pump water to an overhead tank with a capacity of 10,000 liters from where pipelines will let out water to restrooms and at required spots. Also if the said bore well dries up it is the responsible of the LESSOR to drill a new one at their own cost or the same will be undertaken by the LESSEE and the spent amount will be deducted from the rent. There should also be a sump in the ground level where drinking water will be stored and pumped into a separate 5000-liter tank on the terrace from where pipe lines will lead to outlets at each floor level where it will be used.

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- 20. All rooms/corridors are to be provided with reputed quality anti-skid tile flooring and toilet/restroom/urinal floors, walls, passages to be fitted with glazed anti-skid tiles. Corridors, 2 staircases to be provided with good quality flooring. The doors frames shall be with wood sections, main door with flush shutter, windows of sliding UPVC make, and bathroom doors with bison board paneled shutters/ G I sheet shutters. That the Lessor agrees to provide the doors, windows and the bathrooms fittings of good quality. Office rooms, visitors longue, Director/Principal rooms shall be given altek finishing on the walls and the flooring with vitrified tiles. All floors including 2 staircases with railing to be furnished with iron gates as directed by the LESSEE wherever necessary. All open balconies/OTS, corridors to be provided with grills.
- 21. That the **LESSOR** agrees to provide a compound wall around the buildings with the gates erected at the required areas. And also agreed to provide Lifts as per the requirement of the lessee.
- 22. Both the parties agree that the **LESSOR** is responsible for the structural maintenance of the building till the completion the term of lease.
- 23. **LESSOR** will use good quality fittings for mechanical, electrical and plumbing. **LESSOR** will be responsible for the maintenance with respect to the mechanical, electrical and plumbing equipment's for the first 2 years.
- 24. All classrooms to be constructed platform of 8"x 4½ ft. at the floor level below the area where the chalk board is proposed to be placed. Wooden door stoppers for classrooms and Vision glass of 6" diameter to be installed in all the doors. Cement racks to be provided in each classroom, Office block, & Reception as per the requirement of the LESSEE.
- 25. In the event of any portion of the leased premises being taken away/acquired for the set-back or for the road widening purposes or otherwise by the statutory authorities the LESSEE shall not be entitled to claim any compensation or any other claim whatsoever for any such action from the LESSORS property. However, the lease rentals of the premises shall be reduced as per the available plinth area with immediate effect.
- 26. The LESSOR promises to assist the LESSEE to claim warranty etc. in the first year. Thereafter the cost of all minor repairs shall be borne by the LESSEE. The LESSEE is not responsible for structural defects because of natural calamities like earthquake, Hurricanes etc. Soil load to be provided wherever required. Security posts (Rooms) at all gates (including main gate) shall be provided by the LESSORS. The approach road to the premises will be provided by the LESSORS.

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- 27. 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.
- 28. The LESSOR has agreed to provide provision for Generator.
- 29. Computer Lab/ Multimedia to be provided with electric plug/sockets at the ground level and electrification to the level of installing A/C's and the platform raised and neatly tiled. Laboratories-preferably PHYSICS, CHEMISTRY & BIOLOGY are to be fully ventilated and the platforms raised and neatly tiled as per the requirement of the LESSEE. Cement Cupboards with rack facility are to be provided for storage purpose of the instruments under utility.
- 30. The LESSORS should provide the authorized <u>building plan, Sanitary Certificate, Structural Soundness Certificate, Fire Safety Certificate (With all fire safety equipment as specified by the competent authority)</u>, Municipal Occupancy Certificate, etc. issued by the competent authority at the LESSORS own cost. The occupancy certificate will be provided by the Lessor within 6 months form the date of occupation of the building.
- 31. This agreement is subject to arbitration as per the Indian Conciliation and Arbitration Act, 1996 and all disputes regarding this lease deed shall be subjected to **Hyderabad Jurisdiction** only.

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32. The LESSORS agrees to provide the LESSEE with necessary NOC if the premise of the demised property is located in any localities that if residential/society/community in nature from their respective authorized bodies.

Witnesses:

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SCHEDULE OF PROPERTY

All that part and parcel of the building bearing **Survey No.24/1 and 25/P**, Ward No.4, Block-III of L.B.Nagar circle of G.H.M.C admeasuring 4,566 Sq.yds, situated at Hayath Nagar Khalsa Revenue Village and Mandal, Rangareddy district, building consisting of Ground + 2 floors with total plinth area of 35,000 Sq.fts leased to the Lessee is bounded by:

East:

Neighbour land

West: 40ft road South: 100ft road North: 40ft road

In Witness Where of the **LESSORS** and **LESSEE** have signed this Lease Deed at their free will, and sound mind, without any force or coercion. Having read the above contents and having understood, they have affixed their hand seals and their signatures on this Lease Deed on the day, month and year of the first mentioned above in the presence of the undersigned witnesses.

Witnesses:

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