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J. HARI BABU CH.95 G. Jaya Bhalath

க. ஜெயபாரதி முத்திரைத்தாள் விற்பனையாளர் LIC. No. 1707/B2/2014 காள் 20-04-2 No. 50-8, Dr. ஜெகத்ரட்சகன் சாஸை சங்கர் நகர், சென்னை-600 044 கைபேசி: 94441 18728

AGREEMENT OF LEASE

THIS LEASE DEED executed at Chennai on this 8th day of February, 2016 is made BY AND

BETWEEN:

- 1. Sri Y. K. MOHANRAO, Aged 61 years, S/o.late Sri Bapiraju,
- 2. Smt. Y.S. LAKSHMI, Aged 58 years, W/o. Sri Y.K.Mohanrao,
- 3. Dr. Y. ANAND, Aged 40 years, S/o. Sri Y.K.Mohanrao, 4. Mr. Y. NAGA RAJESH, Aged about 38 years, S/o. Sri Y.K.Mohanrao,

all residing at No.12, Rajendra Colony, Saligramam.

For Sree Muragan Educational Trust

Authorised Signatury

Sri Chaithanya Techno School No. 110, G.S.T. Road, Pallavaram, Chennai - 600 042 DOCUMENT NO/YEAR Page No.

For SREE MURAGAN EDUCATIONAL TRUS

Whereas, the Parties 2 to 4 above are representing by their GPA Mr. Y.K.Mohanrao who is also a Party 1 herein, by virtue of GPA registered as Doc.No.1882 of 2006 on 31.08.2006, before the Sub-Registrar of Anna Nagar, Chennai, hereinafter referred to as the "LESSORS" (which expression shall unless repugnant to the context mean and include all their heirs, executors, administrators, legal representatives, successors-in-interest, assigns etc.,) of the FIRST PART;

AND:

M/s. SREE MURAGAN EDUCATIONAL TRUST, a registered Trust, running Educational institutions in the name of Sri Chaitanya Techno Schools, office at Plot No.23, Chari Avenue, Palavakkam, Chennai-600041, representing by its Authorized Signatory Mr.J.HARI BABU, Age 34 years, S/o Mr. Raghu Ramaiah, residing at KG Signature City, Plot No.C-306, Adayalampattu village,200 feet Bypass road, Ambattur, high road, Turuvalluvar District, Chennai – 600095,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 SECOND PART;

WITNESSETH AS FOLLOWS:-

I. WHEREAS, the LESSORS herein have acquired the absolute joint ownership of the immovable property of land and building i.e., land to an extent of one acre vide sale deeds registered as Doc.Nos.7567 to 7570 of 2011 on 30.11.2011 in the office of the Sub-Registrar, Pallavaram, morefully described in the Schedule-A hereunder and constructed the building with super-built-up area of around 30,000 Sq.Ft including Stilt + 3floors, morefully described in the Schedule-A & B hereunder, as per CMDA approved plans and completion certificate No.ES/S-I/9806/2015, dt.15-09-2015, for commercial purposes such as departmental stores, restaurants, office etc., The building constructed on the schedule 'A' land is more fully described in the Schedule-B hereunder and hereinafter referred to as the "premises" for all purposes

II. The LESSORS have right, title and interest against the property, and the are in possession and enjoyment of the same without any concumbrance, interference in any manner.

For Sree Muragan Educational Trust

Sri Chaithanya Techno School

Pallavaram, Chennai - 600 043.

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III. Whereas the Lessee have experience in running educational institutions in the name and style of "Sri Chaitanya Techno Schools" in Andhra Pradesh, Karnataka and Tamilnadu. Now they wanted to start a school at the premises and approached the LESSORSand expressing their intention to start the school. The Lessee had inspected, measured and satisfied with the premises in all respects with the construction of building by Stilt+ Three Floors, common areas, Lifts, Staircases, ramps and other provisions etc., and requested the LESSORS to lease out the premises to run their school in the name and style of Sri Chaitanya Techno School. The LESSORS have accepted the offer made by the lessee and to lease out the premises as in where is condition on the terms and conditions detailed herein. The LESSORS shall hand over the premises to the Lessee on the terms and conditions reduced hereunder;-

IV. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

1. DURATION OF LEASE:

The Lease shall be for a period of 30 Years. The Lessors shall hand over the premises to the Lessee within 10 days from the receipt of Security deposit mentioned hereunder along with a copy of Completion Certificate. The Lessee is allowed to do permissible alterations in the building such as construction of class rooms, extension of utility connections, renovations and getting No objection certificates, approvals from concerned departments to run the school till 31-12-2015. However, the rent will be commenced from 01-01-2016 or from the date of commencement, whichever is earlier.

2. <u>**RENT:**</u>

The rate of rent shall be Lump sum @ Rs.75,000 /- (Rupees Seventy five thousand rupees only) per month. The proportionate rate of rent is applicable to the building to be constructed/extended in future, the rent shall be payable on or before 10th day of every calendar month.

3. LOCK IN PERIOD

That there shall be a lock in period of 30Years and as such, the lease is not terminable by the lessee within that period and however, the LESSORS are 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.

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RENEWAL:

The period of lease may be renewed after the period of 30 years at mutual consent of both the parties by entering in to a new terms and conditions, which are prevailing on that day with a minimum enhancement of rent @5% on the last month paid rent by a fresh lease registered deed.

MODE OF PAYMENT OF RENT/DEPOSITS: 5.

The rent shall be paid by the Lessee in Demand Drafts//RTGS Transfers/Cheques payable at Chennai which drawn infavour of the above LESSORS after deduction of applicable TDS. The applicable Service Tax shall be paid extra against the rent. The Income Tax PAN Numbers, Service Tax registration Numbers, Bank Account Details are mentioned as follows:

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S. No	Name	PAN No.	Service Tax Reg.No.
	Y.K.Mohan 1 Rao 2 Y.S.Lakshmi 3 Y. Anand	AANPM2700J AMIPS2401F ABBPA2575N	AANPM2700JST001 AMIPS2401FST001 ABBPA2575NST001
	Y. Naga 4 Rajesh	ACGPN9010R	ACGPN9010RST001

TENANCY MONTH. 6.

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

7. PAYMENT OF SERVICE TAX:

The Lessee shall be liable for payment of applicable Service tax extra on the rent (at present 14.5%).

8. DEDUCTION OF TDS:

That the lessee shall be at liberty to deduct TDS from monthly rent payable to the LESSORS and provide the LESSORS with necessary TDS Certificates in the prescribed form within 15 days. The Lessee has to deduct the TDS only on the rent and not on the Service Tax.

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9. USAGE OF THE SCHEDULE PREMISES:

The Lessee shall use the premises for running educational institutions and not for any other purposes with prior approvals/NOC/affiliations from concerned authrities. In case of any violation, the LESSORS have reserve their right to terminate the lease agreement, the same terms are applicable to the vacant space also, the lessee shall use the premises only for permissible school activities.

10. <u>APPROVALS, PERMITS & CHARGES & INCIDENTALS</u>:

The LESSORS shall be delivered the premises to the Lessee as in where is condition with existing approved plans & completion certificates issued by the concerned authorities. The Lessee is responsible for getting revised approvals, permits, NOC from concerned departments to run for school, educational institutions and or any related activities at their cost prior to commence the school activities. Necessary charges, fees, payments and other incidentals shall be borne by the Lessee. The Lessee shall carry out any permissible alterations required in the building at their cost, with prior permission/approvals from the LESSORS and concerned departments respectively.

11. ELECTRICITY AND WATER CHARGES

The Lessee shall pay the electricity consumption and water and drainage charges to the concerned departments by due date and maintain the bills and keep the receipts for record purpose, and hand over the originals to the LESSORS.

Originally the premises was designed with full infrastructure and spent by the Lessors to obtain H.T. Power Connection with 420 KVA capacity of load from the TNEB department. However, the Lessee has requested to provide only L.T. Connections in the premises with maximum of 60 to 100 KVA load. The Lessor agrees to provide the load accordingly. In case of any additional load required to the Lessee or a compulsory need to change to H.T. Power Connection and by any norms in future, then the Lessee shall arrange to change the Power connection at their cost. All additional deposits shall be borne by the Lessee during the lease period and they are not refundable by the Lessors. The Lessors shall only sign necessary documents in this regard.

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MANAGER

For SREE MURAGAN EDUCATIONAL TRUS

Sree Muragan Educational Trust

Principal

Sri Chaithanya Techno School ged Signatory

No. 110, G.S.T. Road,

Pallavaram, Chennai - 600 043

12. REPAIRS AND MAINTENANCE

The Lessee is liable for entire maintenance of the premises and other amenities provided in it such as 380 KVA New Generator Set, Water lines, drainage lines, overhead tanks, sumps, electrical items, water piping system, Lifts, Staircase, ramps etc. The Lessee is liable to attend all minor and major repairs at their cost. In case of any major damages due to natural calamities in the building, the LESSORSare liable to repair the same at their cost. However, the Lessee shall not deduct any rent during that period of repairs. The Lessee is the whole responsible for Security, maintenance and safety of the premises, amenities and regular follow-up with MES, Corporation of Chennai, Pallavaram Municipality, CMDA and other concerned departments with regard to any difficulties in shortage of power, water and other utility connections at their cost. In case of power or water shortage, the Lessee shall arrange the same at their cost.

13.STRUCTURAL ALTERATIONS:

The Lessee shall be at liberty to make permissible alterations to suit the requirements of the Lessee at their costwithout affecting the utility, structural stability, main pillars, beams and main walls, with prior written approval of the LESSORS. However, the lessee shall have no right to make any structural alterations either enhancing or diminishing the value or utility of the schedule premises. Prior to do any extensions in the building or additional constructions in the open areas or in terrace by the Lessee, they shall obtain written consent by the Lessors and also obtain permission/NOC from the concerned authorities such as CMDA, Chennai Corporation etc., The proportionate additional rent & service tax shall be paid by the Lessee to such extended or additional construction and usage by the Lessee.

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 LESSORS alone shall be entitled for the compensation which is 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.

For Sree Muragan Educational Trust

Sri Chaithanya Techno School

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15.STAMP DUTY, REGISTRATION AND LEGAL CHARGES:

In case, the Lessee requested the LESSORS for registration of lease deed for longer period to obtain the approval from CBSE, the lessee shall register the same subject to agree the conditions stipulated by the LESSORS then and also assure the Lessors to cancel such long period lease on demand by the Lessors and revise the Lease Agreement to 11 months period.

16. <u>PEACEFUL ENJOYMENT</u>:

In consideration of the rent herein agreed and all payments as payable to the LESSORS 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 LESSORS.

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 its sister concerns in the schedule premises with due and proper advance intimation to the LESSORS 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 LESSORS.

18. PAYMENT OF RATES, TAXES ETC:

The Lessee shall paythe property tax or any tax and charges with respect to the premises to the Chennai Corporation, Municipality or any statutory or local authority or Government.

19. INSPECTION OF THE SCHEDULE PREMISES;

The Lessee shall allow the LESSORS 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 LESSORS to inspect the schedule premises within reasonable hours of the day. The Lessee shall provide an A/C office accommodation to the LESSORSwith minimum of 200 Sq.Ft.in the stilt floor of the

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No. 110, G.S.T. Road, Pallavaram, Chennai - 600 043. For SREE MURAGAN EDUCA

building/premises for their stay during Inspection of the building at no cost.

20. SIGNAGE:

That the Lessee is permitted to put up permissible sign boards and hoarding on any part of the school premises only pertaining to the school to be run by the Lessee.

21. <u>DETERMINATION OF LEASE</u>:

- a) The Lease shall expire automatically at the end of the period of lease as specified in this deed in case of no further extension or renewal made between the parties at mutual consent as mentioned above.
- b) The LESSORS 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.

22. LAND & SUPER BUILT UP AREA:

The Land &Super-Built-up area of the building mentioned hereunder;

- (i) Land: 1 acre.
- (ii) Super-Built-up area is about 30,000Sq.Ft., including 2 staircases, 3 Lifts, Ramp connecting to the other floor, Stilt Floor, Open area for Car Parking, Terrace, Water Sump, Overhead Tank, Passage around the building, main entrance gate and out gates, utility connections etc.,

23. <u>SAFETY & INSURANCE</u>

The Lessee shall be liable to get insurance for adequate value of all accidents, risks, harms, losses or hindrance abstracts, incurred for the building, premises, school children, parents, teachers, staffs, employees, visitors and security personnel in the leased premises and also for the assets and other infrastructure in the building or persons inside and outside during the entire tenancy period regularly and paying the premiums by due date. The LESSORS are no way responsible for the activities of the Lessee in conducting its business of running the educational institution in the leased premises, transportation of the school children and staff and is free from all

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For Sree Muragan Educational Trust

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claims, demands, costs, damages, losses or outgoing or any fire, theft, accidents, negligence, etc., aroused in the leased premises. The Lessee hereby agrees to indemnify the LESSORS in all respects.

24. 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 byboth 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.
- d) Variation: The LESSORS 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 for stamp duty, registration and expenses shall be borne by the Lessee.
- f) Incase, the Lessors obtained loan from any Bank, financial institutions, company or individual, the Lessee agrees to enter into the escrow account and pay the monthly rent to the third party and pay the service tax to the Lessors.

g) Incase, the premises sold by the Lessors with prior intimation of 3 months to the Lessee, then the Lessee shall vacate and hand over the premises to the Lessors within 3 months period and receive the interest

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MANAGER

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fee security deposit from the Lessors after adjustment of arrears of rent and cost of damages etc. to the building.

h) The Custody of Lease Deeds: One original deed shall be with the Lessee and the other original deed will be with the LESSORS.

25. SHARING PATTRENS OF LESSORS

All the parties mentioned in the Lessors list will equally share the rent and all the benefits between them.

26. JURISDICTION:

All disputes shall be settled earlier by an Arbitrator who will be arranged at mutual consent. However, The Courts at Chennai alone shall have the jurisdiction.

SCHEDULE-A

All that piece and parcel of land comprised in Old S.No.411/3, New S.No.411/4 to 7 (as per document) and T.S.No.16/1B2, 1C & 1D2 (as per Patta), Ward –E, Block No.41 and New S.No.411/12, 13, 14 part & 4A part as per Revenue Records at Zameen Pallavaram Village, Tamabaram Taluk,Now Alandur Taluk, Kancheepuram District, situated at Door No.110, GST Road, Chennai, land measuring about 1 acre, land being bounded on

North by: - Portion of property comprised in Old S.No.411/3

South by:-Property belonging to R.Thangarajan,

East by:-Portion of property comprised in Old S.No.411/3

West by :-GST Road

SCHEDULE-B PROPERTY

Building with Super Built-up area of about 30,000 Sq.Ft Commercial including Stilt Floor + 3 floors, terrace and open areas for Car Parking and Two Wheeler parking with Three Lifts, Two Stair Case, Ramp and other amenities constructed for commercial use such as Departmental Stores, Restaurants, Office etc. in the Schedule-A land.

For Sree Muragan Educational Trust

Authorised Signatory

Sri Challhanya Techno School No. 110, G.S.T. Road, Pallavarani, Chennai - 600 043. Total ? Yages:

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FOI SREE MURAGAN EDUCATIONAL TRUST

. MANAGER,

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

1. Showing

For Sree Muragan Educational Trust

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Authorised Signatory

LESSEE

WITNESSES:

LESSORS

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J. SHAWMUGA SUBRAMANIAN

SO G. JEYARAMAN

4/15, 2nd TRUST LINKLIT.

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E. SANKAR, M.A., LLB.,
Advocate

No.10, Easwaran Koil Street, Old Pallavaram, Chennai - 600 117. Roll No.: MS1062/2013

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MANAGER

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