

# Shres Vinayaka Educational Society (Regd.)

Lakshimirarayanapara, Huskur Posi, Baranasandro Yia, Behind APMC Markei, Anekal faluk, Bangalare - 560 999. Ph : 9900971718

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Extracts of the minutes of the meeting of members of Sri Vinayaka Education Society on Thursday the 6<sup>th</sup> December 2018 at 10.30 am at office Plot No: 80, Shri Sai Plaza, Ayyappa Society, Madhapur, 500 081

Approval for transfer of management of Sunrise International School run under Srl Vinayaka Education Society to Nexgen Educational Trust.: The Chairman informed the members that current Society is finding it operationally difficult to run the school and in view of interest of school, its students and for furtherance of its objects, it is suggested to transfer the school to management of Nexgen Educational Trust.

He further informed that Nexgen Educational Trust have wide experience in running schools and it will be in the interest of the students to get the management with so much of experience.

He further stated that Nexgen Educational Trust having its office at Plot No. 80, Shri Sal Plaza, Ayyappa Society. Hyderabad, have also provided its consent towards the takeover of school management.

After due discussions the following resolution was passed by members:

"Resolved that the approval of members be and is hereby accorded to transfer management of Sunrise international School at Electronic City, Bangalore run under Sri Vinayaka Education Society to Nexgen Educational Trust having its office at Plot No. 80, Shri Sai Plaza, Ayyappa Society, Madhapur, Hyderabad who is having vast experience in the management of educational institutions."

Further resolved that Mr. Vamsi Krishna S/o M. Kondala Rao, Aged - 36 years be and is hereby authorized to sign necessary application forms and documents to make application to Statutory authorities towards the said change.

Further Resolved that anyone member be and is hereby authorized to sign and provide copy of this resolution."

// Certified True Copy//

For Sri Vinayaka Educational Society

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FOR SPICE VINAY OF EDUCATIONAL SOCIETY

President

SUMPISE INTERNATIONAL RESIDENTIAL SCHOOL LAKSHMIFIARAYANAPURA, HUSKUR POST, AMEKAL YALUK, BANG YLORE - 560 099.

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21-22

LEASE DEED

This Deed of Lease is made and executed on this the 06th day of August Two Thousand Twenty One (06/08/2021) at Bangalore by and

#### BETWEEN

MR. K. AASHIK ANIRUDH, S/o. G.Krishnan, aged about 21 years, residing at No.10, Sy No.3, Ittamadu Main Road, Archalli, Subramaniyapura Post, Bangalore 560061

(Hereinaster reserved to as 'LESSOR / LANDLORD' which expression shall mean and include his legal heirs, successors, nominees, assignees, representatives, administrative etc.,) of the FIRST 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 authorized signatory MR. K.M.SRINIVAS S/o.Late.Rama Mohan Rao, aged about 50 years, residing at Flat No.B-306, Subhodaya Luxuria, Panathur, Bangalore 560 103 authorised vide resolution Dated 26th July 2021.

(Hereinaster 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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#### 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.
- 2. The term of lease is for a period lease period 15 years w.e.f 01st August 2021 till 31st July 2036. The LESSEE and the LESSOR 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.26,63,168/-(Rupees Twenty Six Lakhs Sixty Three Thousand One Hundred Sixty Eight only) @ Rs.19.01/- per sq.ft for 140,093 sq.fts. Approximately 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.
- 4. 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.

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V, Adhimoolam No. 2/516, Poosaripat III, Paraikkottal, Salem, 636004	1 Atrin 1
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WHEREAS the LESSOR is the absolute owner and possessor of the property bearing survey No. 105 admeasuring 3 acres and 38 guntas situated at Gulimangala Village, Sarjapura Hobli, Anekal Taluk, Bangalore District which is morefully described in the Schedule hereunder and hereinafter referred to as 'SCHEDULE PROPERTY' which the LESSOR had acquired vide Gift deed vide No. 5610/2019, Dated 26.07.2019 registered at Sub registrar office Basavanagudi Bangalore.

A Building has been constructed on the above land consisting as follows:

SI#	Building	Floors	Extent
			in sq.fts
01	School Building	Ground	41564
		ist Floor	41564
		2 nd Floor	41564
02	Canteen		8365
03	Staff quarters	Ground	3715
		1st Floor	3321
		Total	140093

Whereas the LESSEE has approached the LESSOR to let-out the above said property for the purpose of starting Educational Institution for a lease period 15 YEARS w.e.f 01st August 2021 till 31st July 2036 on the monthly rent of Rs.26,63,168/-(Rupees Twenty Six Lakhs Sixty Three Thousand One Hundred Sixty Eight only) @ Rs.19.01/-per sq.ft for 140,093 sq.fts. Approximately.

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

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2	Mr. K. Aashik Anirudh 5/o G. Krishnan . (uddiseastata)			* Agriking )L

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- 5. That the LESSOR agreed to provide / construct the internal partition 1921-22 to Toilets, flooring, water, electricity etc as per the requirements of the LESSEE.
- 6. That the LESSEE has agreed to pay the amount of Rs.2,90,00,000/-(Rupees Two Crores and Ninety Lakhs Only) as interest free Rent deposit to the LESSOR. The same will be refunded at the time of termination of lease deed. A deposit declaration has been obtained from the LESSOR in this regard.
- 7 That the LESSEE agreed to-enhance the monthly rent at the rate of 9% for EVERY THREE YEARS over and above the existing / prevailing rent at the end of the year.
- 8. 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.
- 9. 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.

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10. That the LESSOR hereby agrees to pay the Property Taxes levied by the Corporation. However water and Electricity Consumption Charges as per reading of the meters shall paid by the LESSEE regularly 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.

11. 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.

12. 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.

13. 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.

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14.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.

15. That the LESSOR 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.

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d. Maintenance of the Electrical Pump sets provided in the tenanted premises shall be borne by the LESSEE.

- e. The LESSOR shall provide Toilets required as per the agreed building plan.
- The maintenance of motor and Generators shall be home 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.
- 16. The LESSEE shall ensure that there would be no disturbance by their activities to the neighbors.
- 17. 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.

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- 18 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.
- 19. 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 LESSEE.
- 20. 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.
- 21. The LESSEE shall not keep/store any dangerous and combustible materials in the demised premises.

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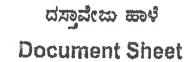
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- 22. The LESSEE shall not make any alternation, additions and structure in the schedule premises including vacant places without prior consent of the LESSOR in writing.
- 23. The LESSEE shall be at liberty to place/install name boards/plates, neen signboards, insignia, logo, trade sign or any other create signage and such other advertising materials at the demised premises with approval of the LESSOR and without causing any damage to the premises/ elevations.
- 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.

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#### SCHEDULE OF PROPERTY

All the peace and parcel of land and building constructed in the Immovable Property bearing Converted Survey No.105, Khatha No.33/105, E Khatha Property ID No.150200103000520040, Converted from Agricultural to Educational purpose vide its conversion order No.ALN(A)(S)SR/93/2006-07, Dated:02/07/2007, issued by Special Deputy Commissioner Bangalore District, Bangalore, Situated at Goolimangala Village, Sarjapura Hobli, AnekalTaluk, Bangalore Urban District measuring totally 15990.89 Square Meters, along with the Building measuring 9153.76 Square Meters which is leased to LESSEE and is bounded as follows:

East by

: Remaining portion of same Survey No.105

West by

: Land in Survey No. 103,

North by

: Road.

South by

: Land in Survey No. 108.

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For New Educational Trust

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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.

WITNISSES:

V- ADUIMOOCAM

No. 2/516, Possonigati Paraikkottai,

(MR. K.AASHIK ANIRUDH) LESSOR

(NEXGEN EDUCATIONAL TRUST represented by its authorized

> signatory MR. K.M.SRINIVAS) LESSEE

Educational Trasi

Authorised Signature

B.W.C.Raju, B.A.,LL.B., ADVOCATE No.1101/1, O.T.C.Road Noar Hotel Pai Vihar, Nagarthpet

BANGALORE-560 002.

