

# 21....ಪುಟಗಳವೆ

**Government of Karnataka** 

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Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-KA48846770318692R

11-Feb-2019 02:35 PM

SHCIL (FI)/ ka-shcil/ DAVANAGERE/ KA-DV

SUBIN-KAKA-SHCIL30750324017275R

: R S SRIKARPUNITH AND HEMALATHA R S

Article 30 Lease of Immovable Property

: RENTAL LEASE DEED

(Zero)

R S SRIKARPUNITH AND HEMALATHA R S

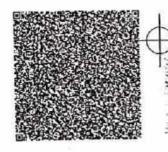
NEXGEN EDUCATIONAL TRUST HYDERABAD

R S SRIKARPUNITH AND HEMALATHA R S

500

(Five Hundred only)







Please write or type below this line



3. Hemalatha





uthenticity of this Stamp Certificate should be ventied at "www.shcitestamp.com". Any discrepancy in the details on this Certificate and as ble on the website renders it invalid.

The onus of checking the legitimacy is on the users of the certificate.



#### **LEASE DEED**

This LEASE DEED is made and executed on this 11<sup>th</sup> day of February, 2019 at DAVANAGERE City in the State of Karnataka by:

 Sri R.S.SRIKAR PUNITH son of Sri R.G Srinivasa Murthy, aged 31 years, Sole Proprietor of M/s Srinivasa Enterprises, of RGS Group of Firms, having his principal place of business at # 387/1, Sy. No. 288 RGS Nagar Block I-A, P.B.Road, DAVANAGERE 577003, holder of PAN AIFPR2148K and Aadhaar Card No.233844863215, hereinafter called and referred to as the "First of the Lessors";

#### AND

 Shrimathi R. S. HEMALATHA wife of Sri R.G Srinivasa Murthy, aged 49 years Sole Proprietor of M/s Srinivasa Warehousing Corporation of RGS Group of Firms, having his principal place of business at # 387/1, Sy. No. 288 RGS Nagar Block I-A, P.B.Road, DAVANAGERE 577003, holder of PAN AARPH8661F and Aadhaar Card No.330390274857, hereinafter called and referred to as the "Second of the Lessors";

### IN FAVOUR OF

NEXGEN EDUCATIONAL TRUST, a registered Trust bearing Reg. No. 231/2009, having Registered Office at No 304, Kasatty Heights, Swamy Ayappa Society, KHANAMET VILLAGE 500101 in K. V. Ranga Reddy District in the State of TELANGANA, holding PAN AABTN3182H, represented by its Authorised Representative Sri. M.Hari krishna son of Sri M.Ramanadhababu, aged about 36 years now residing at N.pravathi House, near Sri chaitanya techno school, Sriguppa Road, Havambhavi in bellary Taluk of bellary District in the State of Karnataka holder of PAN AZHPM7854J and Aadhaar Card No.636368115154 authorised by Board resolution Dated 11<sup>th</sup> January 2019 (hereinafter called as "LESSEE" of the Second.)

The terms and expressions "Lessor", "Lessors" and the "Lessee" shall, unless they are repugnant to the context or meaning thereof, mean and include their respective legal heirs, legal representatives, successors in title and office, administrators, executors, assigns and the like

50. Hamolitha

MANAGER

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ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 19519

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ ರಾವಣಗರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 12-02-2019 ರಂದು 12:36:42 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

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1	ನೋರಣಿ ಶುಲ್ಕ	126000.00
2	ಸ್ಕ್ವಾನಿಂಗ್ ಫೀ	595.00
3	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	175.00
4	ರೆ ವೆತಿ ಭರ	200.00
5	ಪರಿಕೋಧನಾ ಶುಲ್ಕ	40.00
	wg:	127010.00

ಶ್ರೀ Nexgen Educational Trust represented by its Authorised Representative M. Hari Krishna S/o M. Ramanadhababu ಇ. ವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟದೆ

ස්ත්රා	ಪ್ರೋಟಿ <u>ಂ</u>	ಹೆಚ್ಚಿಟ್ಟನ ಗುರುತು	ಸಹಿ	
er Nexgen Educational Trust represented by its Authorised Representative M. Hari Krishna S/o M. Ramanadhababu			MANAGER NEXGEN EDUCATIONAL TR	IUST

ಹರಿಯ ಉಪ್ರಮಾಂಥದಾಂಧಿಕ್ಟಾರ್ಗ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಣೆ	ಕನಿರು	<b>ಪ್ರಗಾಟಿಂ</b>	ಹೆಚ್ಚೆಟ್ಟನ ಗುರುತು	•	ಸಹಿ
1	Nexgen Educational Trust represented by its Authorised Representative M. Harl Krishna S/o M. Ramanadhababu , (udulaedidu)			NEXG	MANAGER EN EDUCATIONAL TRU
2	R. S. Srikar Punith S/o R.G. Srinivasa Murthy Sole proprietor of M/s Srinivasa Enterprises . (extichlarbidata)		(Maria PAN)		Community. P.S

ಹಿರಿಯ ಉಪ-ಟಾಕಂದಣಾಧಕಾರಿ

ಕ(೨) ರ ಪ್ರಕಾರ ಮುದ್ದಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖಾ ನೌಕರರ ವಿವಿಧೋದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

ದಸಾವೇಜು ಹಾಳೆ Document Sheet



The Karnataka State Registration and Stamps Department Official's Multipurpose Co-Operative Society Ltd.

್ಟ್ರಿಟ್ಟ್ಸ್ನನೇ ಇಸವಿಯ<mark>್ಷ್ಣ್ಣ್ಗ್ನ</mark>ನೇ ಪುಸ್ತಕ This sheet can be used for any indewordet ත්රවර්ත්

WHEREAS Sri. R.S.SRIKAR PUNITH, the First of the Lessors herein is the absolute owner of Property with sale deed bearing No.10485/2010-11 comprised of land measuring 31950 (Thirty one thousand nine hundred and fifty) Square Feet.

Buildings that are being built thereon with a built up area of Approx. 22700 (Twenty two thousand seven hundred) Square Feet which is more fully and particularly described in Schedule "A" hereto and is hereinafter called and referred to as the SCHEDULE "A" PROPERTY having acquired the title therein under the SALE DEED dated 20-12-2010 and registered as Document No. 01-DVG-10485-2010-11 of Book 1 and stored in CD No.DVGD220 in the office of Sub-Register Davanagere; and

WHEREAS Srimati R.S.HEMALATHA, the Second of the Lessors herein is the absolute owner of Property with sale deed bearing No.10482/2010-11 comprised of land measuring 36568 (Thirty six thousand five hundred and sixty eight) Square Feet on which Buildings with a built up area will be built well before 30th April, 2021 is more fully and particularly described in Schedule "B" hereto and is hereinafter called and referred to as the SCHEDULE "B" PROPERTY having acquired the title therein under the SALE DEED dated 20-12-2010 and registered as Document No. 01-DVG-10482-2010-11 of Book 1 and stored in CD No.DVGD220 in the office of Sub-Register DAVANGERE; and

WHEREAS the Lessors herein having acquired the Schedule Properties in the aforesaid manner are in peaceful possession and enjoyment of schedule property and being the khatedars thereof in the Municipal records are paying the Property Tax thereon till this day with all the rights to alienate the same as absolute owner; and

WHEREAS the LESSEE is running Educational Institutions in the divided States of Telangana and Andhra Pradesh and being intended to spread its activities to the State of Karnataka in general and to the city of Davanagere in particular has been in look out of suitable Property having sufficient built up space with requisite open area in Davanagere for locating its School Project in the City of Davanagere and has found that the Schedule "A" and Schedule "B" Property are suitable and expressed its desire to take on lease the same; and

WHEREAS the Lessors and the Lessee have deliberated on the related issues and it is agreed that the Lessors herein shall construct suitable buildings on the Schedule Properties with specifically agreed built-up area and open area in the Schedule Properties

R.S. Hemalatha

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	పూడు	ಹೆಚ್ಚಿಟ್ಟಿನ ಗುರುತು	ಸಕಿ.
3	R.S. Hemalatha W/o R.G. Srinivasa Murthy Sole Proprietor of M/s Srinivasa Warehousing Corporation . (ಬರೆಯಿಕೊಡುವವರು)			K.S. Hemalitha

ಕುರ್ಯವೇಜಹಳೆಯು ಸಂಕರ್ಣಗಾಗಿಯುವ ಸುತ್ತ (ಕ್ರಿ) ಶ ಕಣಕ ಸುದ್ದಿಸುವಾಗಿದೆ. ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖಾ Document Sheet ನೌಕರರ ಏವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ The Karnataka State Registration and Stamps Department Official's Multipurpose Co-Operative Society Ltd.

-3-

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Whereas the LESSEE has approached the LESSORS to let-out G+ 3 floors admeasuring 85352 s.q fts as per details below for the purpose of starting Educational Institution for a lease period of 15 years (Fifteen years ), w.e.f 01.05.2019 on the monthly rent of Rs. 8,74,952 approx.

The lease period may be renewed for a further period of 15 years with the same terms and conditions of this Lease deed, after the expiry of initial period of 15 years with the consent of both the parties and by way of execution of fresh lease deed. The notice for renewal should be given by lessee, at lest 6 months before the expiry of this lease deed.

Particulars	Area in Sq. Ft.	Initial Lease Rent Rate In Rs.	Amount of Monthly Initial Lease rental	
PHASE I: From 1.05.201	9 to 30.04.2020:	-		
Schedule "A" Property of	of Mr. R.S.SRIKAR PUN	ITH:		
Built-Up Area	22,700	23.04	5,23,008.00	
Open Land Area	26,084	5.04	1,31,463.00	
Total (a)	48784		6,54,447.00	
Schedule "B" Property of	of Mr. R.S.HEMALATHA	<b>\</b> :		
Built-Up Area	Nil	NA	Nil	
Open Land Area	36,568	6.03	2,20,505.04	
Total(b)	36568		2,20,505.04	
TOTAL C= A+b	85352		8,74,952	

WHEREAS the Lessee herein has entered into an unregistered Indenture of Lease Deed with the Lessors on the 7<sup>th</sup> October, 2018; and

WHEREAS the Lessors herein, pursuant to the basic terms of lease and the tentative plans agreed by the parties in principle have also obtained the approval of the Construction Plan and the Construction License from the Davanagere Mahanagara Palike in the Construction License dated 20<sup>th</sup> November, 2018 bearing No.DVG-LBPAS-11193/18-19/BP and have already started construction in the land comprised in the Schedule "A" Property; with specifically agreed built-up area and open area in the Schedule Properties and also as to the Lease Rentals payable by the Lessee to the Lessors during the agreed lease period subject however to the terms and conditions agreed amongst them including for annual increment of 5% (Five Percent) per annum, the abstract whereof are as under

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ಗುರುತಿಸುವವರು

ges Gesix	ಹೆಸರು ಮತ್ತು ನೀಸದ	. xb
1	Pavan Mohan G. S/o Mohan R Gunda Nijalingappa Layout, Davanagere	Howe.
2	Mohan R Gunda PJ Layout, Davanagere	Sylve-

೯ರಿಯ ಉಪ-ನಾಲಂದಣಾಧಿಕಾರಿ ದಾವಣಗಳ.



1 ನೇ ಪುಸ್ತತಿದೆ ದಸ್ತಾವೇಜು ನೆಂಬರ DVG-1-19519-2018-19 ಆಗಿ ಸಿ.ಡಿ. ನೆಂಬರ DVGD526 ನೇ ದೃರಲ್ಲಿ

ದಿನಾಂಕ 12-02-2019 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ



ಹಿಂದ ಕಾಹ-ನೋಂದಣಾಧಿಕಾರಿ

Designed and Developed by C-DAC, ACTS Date Colonial

ಈ ದರ್ಭವೇದು ಹಾಳೆಯನ್ನು ಸಂಘದ ಉಪನಿಯಮ ಸಿಲ್ಲಾ ಸಂಘ ಕ(9) ರ ಪ್ರಕಾರ ಮುದ್ದಿಸಲಾಗಿದೆ.

5(?) ರ ಸ್ವಕ್ಟ್ ಮದಿಸಲಾಗಿದೆ : ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖಾ ನೌಕರರ ವಿವಿಧೋದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

Document Sheet



The Karnataka State Registration and Stamps Department
Official's Multipurpose Co-Operative Society Ltd.

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further Lessee and Lessor mutually discussed and agreed to take construction of same extent of one more block phase 2 in schedule B Property including schedule A property of R.S.Srikar Punith ,with in the year 2021 as per the approved building plan By Davanagere Mahanagara Palika no (DVG-LBPAS-11192/18-19/BP), and also it is agreed by the Lessee to pay the prevailing escalated rates of Phase 1 at the time of occupancy for phase 2 Built up area and vacant land area to Lessors/Land Lords.

And Advances and security deposit relating to phase 2 will be discussed mutually during the construction starting time, periodically As per the actual measurements, agreement will be made and updated at the time of Construction / occupancy between Lessee and Lessors.

# NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

- The LESSOR hereby declares that the Lessor is the owner 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 LESSOR do hereby agree to transfer the premises by way of lease on or before 01.05.2019, 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 actual plinth area of the building shall be determined after completion of construction of the buildings. 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 15 (Fifteen years ) with Lock in period of 15 years, The lock in period will be considered from the date of occupation of the building. The lease period will commence from 01.05.2019 or on the date of actual occupation of building by the LESSEE. The Lease period may be renewed after the expiry of Lease agreement for a further period of 15 years with the consent of both the parties on the agreed terms at that time.

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R.S. Hemalatha

MANAGER NEXGEN EDUCATIONAL TRUST

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Department of Stamps and Registration

್ ಹಿ.ಉ.ನೋ.ಅ.

ಪ್ರಮಾಣ **ಪ**ತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಆಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ Nexgen Educational Trust represented by its Authorised Representative M. Hari Krishna S/o M. Ramanadhababu , ಇವರು 504500.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತೆ ಮುದ್ರಾಂಕೆ ಶುಲ್ಯವಾಗಿ ಪಾವತಿಸಿರುವರನ್ನು ರೃಡಿಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ನೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಮುದ್ರಾಂಕ ಕಾಗದ	500.00	IN-KA48846770318692R dt: 11-02-2019
ಮುದ್ರಾಂಕ ಕಾಗದ	504000.00	IN-KA49133109070717R dt: 11-02-2019
ಒಟ್ಟು :	504500.00	

ಸ್ಥಳ : ದಾವಣಗೆರೆ

ದಿನಾಂಕ: 12/02/2019

Designed and Developed by C-DAC ACTS Pune.

ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣೆ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖಾ ನೌಕರರ ವಿವಿಧೋದ್ಯಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

ದಸಾವೇಜು ಹಾಳ Document Sheet

The Karnataka State Registration and Stamps Department Official's Multipurpose Co-Operative Society Ltd.

೧೦೦೩ ನೇ ಇನವಿಯ ಹೆಚ್ಚುವೇ ಮನ mae ಯನ್ನು ಯುವುದೇ ಮಾವಲಾ (ಅಷ್ಟಾಯಕ್ಕೆ ಗಡೆಯುವುದು ಎಂಬರಿನ 10 ಸ್ಟ್ರಾಮಿಕ್ಟ್ ಗಾಂಬರಿನ 10 ಸ್ಟ್ರಾಮಿಕ್ಟ್ 10 ಸ್ಟ್ರಾಟ್ಟ್ 10 ಸ್ಟ್ಟ್ಟ್ 10 ಸ್ಟ್ರಾಟ್ಟ್ 10 ಸ್ಟ್ರಾಟ್ಟ್ಟ್ 10 ಸ್ಟ್ರಾಟ್ಟ್ಟ್ಟ್ 10 ಸ್ಟ್ಟ್ಟ್ಟ್ಟ್ಟ್ಟ್ಟ್ಟ್ಟ್ಟ್ಟ್ಟ್ಟ್ಟ್ಟ್

4. That the Lessee agrees to pay the monthly rent of RS. 8.74.976( Rupees Eight Lacs Seventy Four Thousand Nine hundred and Seventy Six only) as per details below:

The above rent is payable to the Lessors in the following ratio:

s. No	Lessor name	Rent %	Rent Amount Rs.
1	Mr. Srikar Punith	75%	654,471
2	Mrs. RS Hemalatha	25%	220,505

- 5. That the LESSEE's liability to pay rent to the LESSORS will commence from 01.05.2019, or on date of actual occupation of the completed building by the LESSEE. The rent will be paid in proportion to the occupied slab area of the building(s).
- 6. The rent payable is subject to deduction of TDS as per Income Tax laws, by way of Demand Draft / Cheque / RTGS / NEFT 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.
- That the LESSEE agrees to deposit a sum equivalent to 10 month's rent i.e. 7. Rs.87,49,760/- (Rupees Eighty Seven Lacs Fourty Nine Thousand Seven Hundred and Sixty only) towards rental deposit and is refundable on the termination of this lease without interest. The said deposit will be divided among Lessors in the following ratio:

s. NO	Lessor name	Deposit %	Deposit Amount Rs.
1	Mr. Srikar Punith	75%	65,44,710
2	Mrs. RS Hemalatha	25%	22,05,050
	Total		87,49,760

8. The Lease Rents payable are subject to annual increment of 5% (Five Percent) per annum over the rentals paid in the preceding year. (Annexures 1 & 2 are attached to this Lease Deed). The date will be calculated from the actual date of possession of the building.

R. S. Hernalatha

MANAGER NEXGEN EDUCATIONAL TRUST

ಿ ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂಡಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖಾ Document Shee ನೌಕರರ ವಿವಿಧೋದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ The Karnataka State Registration and Stamps Department Official's Multipurpose Co-Operative Society LtQ VOIDEL ನೇ ಇಸ್ಟರಿಯ ಮುಸ್ತಕರ ಹಾಳಿಯನ್ನು ಯಾವುದೇ ಮಾತ್ರೀಡಿಗೆ ಕೊಪೆಯೊಳಿಸುತ್ತಾರು ನ This sheet can be disection any obcument

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- Both the parties understand that the construction of the buildings to be constructed in the 9. Schedule Properties are suitable only for School(s), College(s), Hostel(s) and other infrastructure required for the same. Construction of the buildings shall be as per the Plans suggested by the Lessee and as approved by the Town Planning Authorities;
- 10. Lessor agrees that construction of the First Block of Building with built-up area of 22700 Square feet in the Schedule "A" Property should be ready by the end of April, 2019 and be delivered by the 1st day of May, 2019;
- In case of any variation in the actual measurement of the built-up area and the open area, the Parties here unto shall recalculate the actual rental payable to the Lessors and record the modifications thereof by way of a Rectification Deed or occupancy Letter upon completion of construction of the First Block of Building in end of April, 2019.
- That the LESSOR shall be liable to pay the property tax, and all other municipal taxes 12. 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. GST and any applicable taxes on rent will be payable by the Lessee.
- It shall use the demised property hereby leased for the purposes of running 13. Educational Institutions like School(s), College(s), Polytechnic(s) and the like and or for carrying on any its business in accordance with all the laws of the land and all other related laws and shall not use the same for any other purposes which are illegal, unlawful and otherwise prohibited under any or all laws;
- 14. Any change in the constitution of the Board of Trustees of the Lessee Trust shall be brought to the notice of the Lessors immediately and the person(s) joining in as a Trustee shall thenceforth be liable to the Lessors jointly with the existing Trustees of the Lessee Trust in respect of the lease rentals and other sums payable and for performing all other covenants herein contained. The present Trustees of the Lessee Trust are:

R.S. Hendatha

NEXGEN EDUCATIONAL TRUST

ತ್ಯ ವಸ್ತಾನೇಬು ಹಾಳಿಯನ್ನು ಸಂಘದ ಉತನಿಯಮ ಇತ್ತ್ಯ ಸಂಖ್ಯೆ ನ(ತಿ) ನ ಪ್ರಕಾರ ಮುದ್ದಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖಾ ನೌಕರರ ವಿವಿಧೋದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ ದಸ್ತಾವೇದು ಹಾಳೆ Document Speet



The Karnataka State Registration and Stamps Department
Official's Multipurpose Co-Operative Society Ltd.

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Sl.No.	Names	Addresses	100
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. 2	C. Nagaveni		
3.	C. Nagalakshmi		

- That the Lessee can sub lease the said property to its sister concerns only subject to the approval of Lessors.
- 16. That The Lessee shall, upon the expiry of the lease period and or extended lease period, deliver the vacant possession of the Schedule Properties in its original position subject however to normal wear and tear unto the LESSORS herein;
- 17. That the Lessee shall pay all the charges payable in respect of the power and water that may be consumed by it and/or the minimum demand charges as the case may be, on the prescribed dates, to the BESCOM and Municipal Corporation or any such agency to whom it is payable;
- Lessee agrees to pay tax and levies as may be levied by the government or municipal
  or local authorities and or specifically for the type of business that are carried in the
  demised property like Garbage Cess, Underground Water Sources usage tax, water
  tax and the like;
- Lessee shall maintain and cause to maintain the demised property in good condition and pay all regular repair and maintenance charges.
- 20. That the Lessee shall not store any corrosive articles in the Schedule Properties which are likely to damage any portion of the Schedule Properties or any of the adjoining properties and which are otherwise prohibited under any law in force;
- 21. Lessee agrees to pay other rates and taxes as are payable in respect of any of the internal additions made by the Lessee or on account of any internal alteration or modification made to the existing building that may be built or made by it, at its own cost, on the demised property to the local or authorities during the period of lease as per the law, in force, for the time being;
- 22. It shall not subject the Schedule "A" & "B" Property herein given on lease in terms of these presents to any mortgage, charges, liens, attachments or otherwise encumber the same in any manner and to any extent;
- 23. It shall allow the LESSORS, at periodical intervals, to inspect the demised property; and it shall not breach or violate any or all of the terms and conditions herein contained in these presents.

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The Karnataka State Registration and Stamps Department Official's Multipurpose Co Operative Society 1 ಮನ್ನ

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- 24. Both the parties agrees that the lease deed will be automatically terminated on occurrence of one of the following events:
  - a) When the Lessee fails to pay the Monthly Rentals herein reserved within the time specified herein before or with in such time as may be extended by the LESSORS provided however it shall not get terminated in the event the Lessee has set right the default within a period of three months from the end of the month in which such monthly rental has fallen due and has paid all the arrears of rentals together with interest thereon as per the prevailing bank lending interest rates, for the period of 3 Months or more delay so caused;
  - b) when the Lessee herein commits default of any of the condition(s) herein contained and upon the same being notified by the LESSORS the Lessee has failed to set right the default within a period of one month; and
  - c) When both the parties herein mutually agree to terminate the lease subject however to such terms and conditions as the parties herein may mutually agree in writing.
- 25. That the Lessee is permitted to make any internal modifications in the buildings in the Schedule "A" & "B" Property at its own costs and expenses subject however to the condition that the Lessee shall not damage or alter the basic structure of the building(s) and that at the time of termination of the lease herein granted the Lessee shall, at the option of the Lessors, bring back the building to its original position at its own costs and expenses before the vacant possession of the demised property is delivered to the Lessors;
- In the event the Lessee requires higher electric power connection than what is 26. specified in Schedules hereto, it shall be at liberty to obtain the same at its own costs and expenses by separate connection and in such cases if the tariff applicable to the existing power connection increases owing to such additional connection, then the additional power tariff thereof shall be paid by the Lessee only;

That the Lessee shall be liable for any damage caused to the demised property owing to the natural calamitles, riots and acts of god and it shall be the responsibility of the Lessee to get the demised property adequately insured against those risks at their own costs and expenses;

TR.S. Hemalatkia

NEXGEN EDUCATIONAL TRUST

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The Karnataka State Registration and Stamps Department
Official's Multipurpose Co-Operative Society Ltd.

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- 28. That the Lessors shall comply with all statutory provisions and shall liquidate all Statutory and other financial obligations connected with the demised property and shall not do any act which affects the peaceful enjoyment of the demised property by the Lessee during the period of lease; if government imposes any additional taxes on schools shall be borne by Lessee only; and
- 29. That they shall indemnify and keep always indemnified the other against any or all costs, losses and expenses which may arise out of their default or out of breach of any or all of the covenants herein contained.
- 30. That in the event the Lessee herein fails to deliver the vacant possession of the Schedule Property to the LESSORS the Lessee herein shall, thenceforth, should handover the premises by repairing or reconstructing any damages made to the civil, electrical, plumbing, sanitary, interiors, glass work or any other things related to constructed building. The building shall be handed over in the same condition as it was during the occupancy of the building.
- 31. That in the event the Lessors have failed to refund the Security Deposit even when the Lessee has delivered the vacant possession of the Schedule Property, then in such an event the Lessee shall be entitled to recover the said Security Deposit together with the lending Bank interest for a maximum period of 3 months of delay caused.

# JURISDICTION OF COURTS FOR LITIGATIONS IF ANY:

The jurisdiction for litigations, if any, as may arise between the parties herein in respect of any matters herein contained and anything that may arise there from, shall lie with the Courts of Law at Davanagere.

# POWER TO MODIFY ANY OF THE TERMS:

That any of the terms and conditions herein contained shall not be altered or modified unless such alteration and modification is made by an instrument in writing and is duly registered in accordance with the law, in force for the time being.

Municipal Property Tax:

The Yearly municipal property tax will be updated and paid by the Lessors to the concerned authorities periodically.

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Solar Roof Top Installations by Lessors:

If lessor is installing solar power generation roof top project, lessor has got all the rights to utilize terrace part only for solar panel installations with proper connection to Bi-Directional Meter, for the production of electricity power and all the required permission is responsibility of lessor only to obtain from concerned department. In this case after installation of solar roof top, lessor will raise electricity invoice as ( Electricity/ Maintenance) invoice to the lessee for the units consumed/ utilized by the lessee on particular monthly basis once after receiving the Bi- Directional Electricity bill from BESCOM. The fixed charges + units consumed charges as per the BESCOM rate now and then. Lessee will not bear any fixation or other charges related to solar roof top installation.

# Permissions from Lessee to Run Educational institutions:

The lessee shall obtain requisite permission/license etc., from the concerned Govt. authorities for using the schedule premises for running their school/college or any functions related to the beneficial programs of the students of the lessee's institution in the schedule premises at their cost from time and shall comply with lawful requirements during the lease period and its renewals are in force.

## **Genset Provision:**

The lessee is entitled to fix up the generator in suitable place in any of the floor or open space as per his convenience in the schedule property without causing any damage to the building either 20 KV or more as per his necessity.

## Lift Provision:

The lessee is permitted to install lift in the schedule property in a suitable place as per his requirement if necessary and the lessee is not entitled to claim reimbursement of the amount spent for installing the lift. But he is entitled to take back the lift while vacating the premises by making building status quo ante.

32. The lessee has agreed that they will not undertake any major constructions, Alterations and Additions to the schedule premises without the 'Written Permission' from the Lessors/Land-Lords.

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- 33. The Lessee shall have no authority to raise any loans or create any hypothecation or mortgage against the property during their management and in case of any such acts, The lessee will be liable for all such acts.
- 34. The tenant shall allow and permit in all reasonable hours, the Landlords or their authorized agents and heirs to inspect the schedule premises at regular intervals.
- 35. The lessee shall not carry out any other business or trade in the schedule premises or to carry out unlawful activities in the schedule premises. In such an event the lessee/tenant is responsible for such consequences.

After construction of the building any maintenance pertaining to the constructed building will be taken care from lessor for first year only from the date of occupancy of the premises and, From second year it is responsibility of the lessee.

#### SCHEDULE "A"

[The Description of the Property owned by the First of the LESSORS which is given on Lease unto the Lessee]

All that piece and parcel of Property now bearing Municipal Door/Assessment No.1725/1A, 2A located at P.B.Road, DMP ward No.22, DAVANAGERE carved out of lands bearing SR No.290, 290/1, 291/2 and 292 of Avaragere Village and SR No.2 of Chikkanahalli Village of Kasaba Hobli in Davanagere Taluk and District in all measuring 31950 Square Feet duly converted for Industrial purposes vide order dated 26.4.1947 bearing No.Ali29/44-45 pf the Deputy Commissioner of the erstwhile Chitradurg District.

Buildings being built thereon as per the Construction License dated 20<sup>th</sup> November, 2018 bearing No.DVG-LBPAS-11193/18-19/BP with a built up Building with Ground, First, Second and Third Floors is bounded by:

TR.S. Hemalatha

MANAGER NEXGEN EDUCATIONAL TRUST

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To East:	By Private Property being portion of the same Door No. and SR Nos belonging to Mrs. R.G.GEETALAKSHMI measuring on that side 433 Feet;	
To West:	By Private Property being portion of the same Door No. and SR Nos belonging to Mrs. R.S.HEMALATHA, measuring on that side 4419 Feet;	
To North:	By Private Property of State Warehousing Corporation Ltd,	
To South:	By Old.P.B.road measuring on that side, measuring on that side 71 Feet.	

SIGNATURE OF LESSORS AND THE LESSEE:

(R.S.SRIKAR PUNITH) First of Lessors

(R.S.HEMALATHA)

Second of Lessors

R.S. Hemalatha

MANAGER

NEXGEN EDUCATIONAL TRUST

SIGNATURE OF WITNESSES:

(GANERH RAO, R)

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## -13-SCHEDULE "B"

[The Description of the Property owned by the First of the LESSORS which is given on Lease unto the Lessee]

All that piece and parcel of Property now bearing Municipal Door/Assessment No.1725/1, 1A, 2A located at P.B.Road, DMP ward No:22, DAVANAGERE carved out of lands bearing SR No.290, 290/1, 291/2 and 292 of Avaragere Village and SR No.2 of Chikkanahalli Village of Kasaba Hobli in Davanagere Taluk and District in all measuring 36568 Square Feet duly converted for Industrial purposes vide order dated 26.4.1947 bearing No.Ali29/44-45 pf the Deputy Commissioner of the erstwhile Chitradurg District

The Buildings which will be built thereon well before the 1st May, 2021 as per the Construction License dated 20th November, 2018 bearing No.DVG-LBPAS-11193/18-19/BP with a built up Building with Ground, First, Second and Third Floors is bounded by:

To East:	By Private Property being portion of the same Door No. and SR No belonging to Mr R.S Srikar Punith measuring on that side 419 Feet;		
To West:	By APMC Road .		
To North:	By Private Property of State Warehousing Corporation Ltd,		
To South:	By Old.P.B.road measuring on that side, measuring on that side 71 Feet.		

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-14-

In the presence of the witnesses whereof the LESSORS and the LESSEE hereunto hereby have set their respective hands unto these presents on the day, month and the year mentioned herein above.

SIGNATURE OF LESSORS AND THE LESSEE:

(R.S.SRIKAR PUNITH)
First of Lessors

MANAGER
NEXGEN EQUICATIONAL TRUST

SIGNATURE OF WITNESSES:

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-15-(a) Unto the First of the Lessors herein for the Schedule "A" Property as detailed in the Statement marked as Annexure "1" hereto, the abstract of which is detailed as under:

Years	Period of Lease – R.S.SRIKAR PUNITH	Monthly Rent per Sqft for Constructed Area.	Area.
1	From 1.5.2019 to 30.4.2020	23.04	5.04
2	From 1.5.2020 to 30.4.2021	24.19	5.29
3	From 1.5.2021 to 30.4.2022	25.40	5.56
4 .	From 1.5.2022 to 30.4.2023	26.67	5.83
5	From 1.5.2023 to 30.4.2024	28.01	6.13
	From 1.5.2024 to 30.4.2025	29.41	6.43
7	From 1.5.2025 to 30.4.2026	30.88	6.75
	From 1.5.2026 to 30.4.2027	32.42	7.09
8	From 1.5.2027 to 30.4.2028	34.04	7.45
9	From 1.5.2028 to 30.4.2029	35.74	7.82
10	From 1.5.2029 to 30.4.2030	37.53	8.21
	From 1.5.2030 to 30.4.2031	39.41	8.62
12	From 1.5.2031 to 30.4.2032	41.38	9.05
	From 1.5.2032 to 30.4.2033	43.45	9.50
14	From 1.5.2032 to 30.4.2034	45.62	9.98

NEXGEN EDUCATIONAL TRUST

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(b) Unto the Second of the Lessors herein for the Schedule "B" Property as detailed in the Statement marked as Annexure "2" hereto, the abstract of which is detailed as under:

Years	Period of Lease R.S.HEMALATHA	Monthly Rent per Sqft construted area	Monthly Rent per Sqft construted area
	1		
1	From 1.5.2019 to 30.4.2020		6.03
2	From 1.5.2020 to 30.4.2021	*11	6.33
3	From 1.5.2021 to 30.4.2022		6.65
4	From 1.5.2022 to 30.4.2023		6.98
5	From 1.5.2023 to 30.4.2024		7.33
6	From 1.5.2024 to 30.4.2025		7.70
7 .	From 1.5.2025 to 30.4.2026		8.08
8	From 1.5.2026 to 30.4.2027		8.48
9	From 1.5.2027 to 30.4.2028		8.91
10	From 1.5.2028 to 30.4.2029		9.35
11	From 1.5.2029 to 30.4.2030		9.82
12	From 1.5.2030 to 30.4.2031		10.31
13	From 1.5.2031 to 30.4.2032		10.83
14	From 1.5.2032 to 30.4.2033		11.37
15 '	From 1.5.2033 to 30.4.2034		11.94

R.S. Hemalitha

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