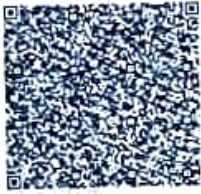





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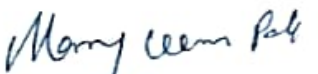
INDIA NON JUDICIAL
Government of Odisha
e-Stamp

Certificate No.	: IN-OD05065674865696U
Certificate Issued Date	: 05-Dec-2022 11:39 AM
Account Reference	: SHCIL (FI)/ odshcil01/ RAYAGADA/ OD-RGD
Unique Doc. Reference	: SUBIN-ODODSHCIL0106986936158527U
Purchased by	: SREE SARASWATHI EDUCATIONAL TRUST
Description of Document	: Article 1A-35 Lease Deed
Property Description	: MOUZA-BARIJHOLA
Consideration Price (Rs.)	: 1,69,52,000 (One Crore Sixty Nine Lakh Fifty Two Thousand only)
First Party	: RABINDRANATH EDUCATIONAL TRUST
Second Party	: SREE SARASWATHI EDUCATIONAL TRUST
Stamp Duty Paid By	: SREE SARASWATHI EDUCATIONAL TRUST
Stamp Duty Amount(Rs.)	: 8,49,600 (Eight Lakh Forty Nine Thousand Six Hundred only)



-----Please write or type below this line-----


LESSEE


LESSOR
0002762736

S.O. 899600/-

FEES PAID

A(1) 339840.00

I(3)

A(20)

A18(VII)

D

Total A. 339840.00

User Fees 250.00

G Total 340090.00



Registering Officer

Rayagada

Manoj Kumar Palo

SECRETARY

Rabindranath Educational Trust.

LEASE DEED


This Lease Deed is made and executed on this 5th day of December, 2022, at Rayagada, by and between

RABINDRANATH EDUCATIONAL TRUST, (runs school under brand name of Jupiter International School) a registered Trust bearing Regn. No. 22/1998, having its office at Prajukti Vihar, Rayagada, Tehsil & District Rayagada, Odisha, represented by its Authorised Signatory Mr. Manoj Kumar Palo, S/o. Sri Laxmi Narayan Palo, aged about 56 years, resident of Bank Colony, Rayagada. (PAN No. AMMP3063G, Aadhaar No. 6282 382 8120, Mobile No. 7894570768)

(Hereinafter referred to as 'LESSOR/LANDLORD' 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

SREE SARASWATHI EDUCATIONAL TRUST (runs schools under brand name of Sri Chaitanya School) a registered Trust bearing Regn. No. E- 32178/2015, Mumbai having its office at Regus Level 1, Block A, Shivsagar Estates, Dr. Annie Besant Road, Worli, Mumbai-400018 represented by its Authorised Signatory Mr. MARAM SAGAR, Son of Mahender Reddy Maram, aged about 44 years resident of 6-84, Pre Village, Estate, Boduppall, Changicherla, K. V. Ranga Reddy, Telangana-500092 authorized vide resolution dated 5th day of December, 2022. (Pan No. AQYPM5574H, Aadhaar No. 6792 6916 6579, Mobile No. 72079 14401)

(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.



Manoj Kumar Palo

LESSOR

Contd. P/2

Rabindranath Educational Trust.

// 2 //

Whereas the **LESSOR** is the absolute owner and possessor of property bearing Khata No. 50, Plot No. 296, admeasuring 5.44 Acres, situated at Barijholra, Ps. Rayagada, Thana No. 145, under S. R. Office, Tehsil & District Rayagada, Odisha, which the **LESSOR** had purchased as follows:

Sl. No.	Sale deed	Vendor	Vendee	Khata No.	Plot No.	Extent
1.	1432 of 2000 dated 12 th day of September, 2000	Sahukar Appalaswamy Chowdary	Rabindranath Educational Trust (Represented by its Secretary Sri Manoj Kumar Palo	50	296	5. 44 Acres

Above Sale deed is registered at Rayagada Sub-Registrar.

The building has been constructed on the 4 Acres out of the above said property consisting of Ground + 2 floors, with total plinth area of 32,000 Sq.fts, which is specifically described in the schedule annexed hereto and which will herein after be referred to as the demised premises.

Whereas the **LESSEE** has approached the **LESSOR** to let-out the above said property for the purpose of starting Educational Institution for a period of 16 (Sixteen) years, w. e. f. 1st April, 2023 and run till 31st March, 2039, with lock in period of 7 (Seven) years, on the monthly rent of Rs.4, 80, 000/- (Rupees Four Lakh Eighty Thousand Only) @ Rs.15/- Per Sq. ft., for area of 32, 000 Sq.fts approx. and the remaining open land for playground which carries no rental value.

First rent will be deposited on or before 10th May, 2023 or 10th of next month of the actual date of possession.



Manoj Kumar Palo
SECRETARY
Rabindranath Educational Trust

That the LESSOR agrees to provide office Provision to the LESSEE on or before 5th day of December, 2022.

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

1. The LESSOR hereby declares that they are the 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 by way of lease on or before 1st April, 2023, 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.
3. The term of lease is for a period of **16 (Sixteen) years, with lock-in period of 7 (Seven) years**. The lease period will commence from 1st April, 2023 and run till 31st March, 2039 or 16 (Sixteen) years from the date of actual occupation of building by the LESSEE. The LESSEE and the LESSOR have the option of terminating this Lease Deed by serving a notice 12 (Twelve) months in advance after the completion of lock-in period from either side. It was also agreed that the vacation notice will not be served in the middle of academic year. 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.
4. That the LESSEE has agreed to pay a monthly rent of **Rs.4, 80, 000/- (Rupees Four Lakh Eighty Thousand Only) @ Rs.15/- Per Sq. ft.**, for area of 32,000 Sq.ft.s approx., subject to deduction of TDS as per Income Tax laws, by way of Demand Draft / Cheque on or before 10th day of next 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 LESSOR will commence **from 1st April, 2023**, 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. 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.
5. Both the parties agree that post handover of premises, they will execute the building handover letter and that the said letter will reflect the actual area and actual date of possession of the building.
6. That the LESSOR agree to provide/construct the required no. of internal partitions, toilets, flooring, water, electricity etc. as per the requirements of the LESSEE.



Mary Uman Patel
LESSOR
Rabindrapati Educational Trust
Contd. P/4

7. As part and parcel of this deal the **LESSOR** 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.
8. That the **LESSEE** agrees to enhance the rent at the rate of **15% after every 3 years** over and above the existing rent. In this case the next enhancement shall take place on 1st April, 2026 and every 3 years thereafter or after 3 years from the actual date of possession and every 3 years thereafter.
9. That the **LESSEE** has agreed to pay to the **LESSOR** a sum of **Rs.28, 80, 000/- (Rupees Twenty-Eight Lakh Eighty Thousand only)** towards interest free rental deposit. Both the parties agree that upon issue of vacation notice, the amount of rent payable will be adjusted in the later months of notice period basis rent payable for said period and mutual understanding of both the parties. For better clarity for e.g.: If interest free rental deposit amount can be adjusted in 3 to 6 months than the same will be adjusted in later 3 to 6 months of the notice period and rent will be paid for balance notice period.
10. That the **LESSEE** has also agreed to pay sum of **Rs.28, 80, 000/- (Rupees Twenty-Eight Lakh Eighty Thousand only)** to the **LESSOR** towards short term security deposit which shall be deducted in 12 equal monthly installments from the date of possession of Building.

Whereas both the parties agrees that the total of interest free rental deposit and short term security deposit will be released in a phased manner as follows,

Sl	Installment	Details	% of amount release	Amount
1	1 st Installment	At the time of lease registration	50%	Rs.28,80,000/-
2	2 nd Installment	At the time of office handovering i.e. on 5 th day of December, 2022	50%	Rs.28,80,000/-
	Total Interest Free Rental Deposit & short term security deposit Amount		100%	Rs.57,60,000/-



Handwritten signature of the LESSOR
LESSOR
 Sree Saraswati Educational Trust

11. That the building is constructed as per the approved plan by the respective Authority and as per CBSE norms. The plan of the building constructed is 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.
12. 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 LESSOR in writing for major works.
13. 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.
14. 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.
15. That the LESSOR 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 building. 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 applicable on the rent of the building shall be borne by the LESSEE.
16. 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 both parties equally i.e., in 50:50 ratio.
17. That the LESSOR agree to undertake the responsibility of coloring/ painting and doing minor repairs, required for the demised premises once in 5 (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 LESSOR, the cost incurred by the LESSEE shall be reimbursed by the LESSOR by way of deduction from the succeeding monthly rentals payable.
18. THE ADDITIONAL ELECTRICAL CONSUMPTION DEPOSIT (ACD) shall be borne by the LESSOR. In case the ACD is paid by the LESSEE the same shall be reimbursed by the LESSOR by way of deduction from the next month rentals. Transformers to be erected by the LESSOR according to the technical and electrical requirement proportionate to the building.



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LESSOR
Rabindranath Educational Trust
Contd. P/8

19. 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.
20. The LESSOR 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.
21. 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 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 lounge, Director/Principal rooms shall be given alter finishing on the walls and the flooring with vitrified tiles. All floors including both 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.
22. That the LESSOR has provided a compound wall around the building with the gates erected at the required areas.
23. Both the parties agree that the LESSOR is responsible for the structural maintenance of the building till the completion the term of lease.
24. 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.
25. 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.



M. J. Kulkarni
LESSOR
Rabindranath Educational Trust
Contd...P/7

26. 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 LESSOR property. However, the lease rentals of the premises shall be reduced as per the available plinth area with immediate effect.
27. 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, riots, fire ablaze etc. Soil load to be provided wherever required. Security posts (Rooms) at all gates (including main gate) shall be provided by the LESSOR. The approach road to the premises will be provided by the LESSOR.
28. **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.
29. The LESSOR has provided a Generator with 125 KVA capacity which will be used and maintained by the LESSEE.
30. 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.

LESSEE



[Signature]

Mary Ann Polo
LESSOR
Rabindranath Educational Trust
Gondal, P. 1/8

31. The LESSOR should provide the authorized building plan, Sanitary Certificate, Structural Soundness Certificate, Fire Safety Certificate (With all fire safety equipment as specified by the competent authority), Municipal Occupancy Certificate, etc. issued by the competent authority at the LESSOR own cost. The occupancy certificate will be provided by the LESSOR within 6 months from the date of occupation of the building.
32. 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 Odisha Jurisdiction only.
33. The LESSOR 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.

SCHEDULE OF PROPERTY

All that part and parcel of the property bearing Khata No. 50, Plot No. 296, admeasuring 5.44 Acres, situated at Barijholra, PS: Rayagada, Thana No. 145, under S. R. Office, Tehsil & District: Rayagada, Odisha, having building constructed on 4 Acres out of above said property consisting of Ground + 2 floors, with total plinth area of 32000 sq.fts leased to the LESSEE is bounded by:

East: Land of J. S. Co
 West: Land of Venkateswar Rao & Sariguda Mouza
 South: Land of Venkateswar Rao & Sariguda Mouza
 North: Land of Ramnath Panda & his family

In Witness Where of the LESSOR 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.

LESSEE
 Witnesses:



Mary Ann Polo
 LESSOR
 Rabindranath Educational Trust.

1. Ananda Goudo S/o Bhagirathi Goudo Rayagada
2. S. Ravi Ram S/o S.K. Ram Rayagada

Drafted and computerized by me:

(K RAVEENDRA KUMAR)
 Advocate, Rayagada