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LEASE DEED

THIS DEED OF LEASE is made and executed on this the 17th February, 2023, (17/02/2023) at Dharwad, Karnataka, Between:

Shri. PRAHLAD S/o RAMACHARYA HANCHINMANI (PAN: AAOPH9228H) (AADHAAR No. 4120 0561 9362) (Mob No. 96326 05301) Age: 80 years, Occ: Private Service, Residing at #77, "Shantesh", 2nd Main, Vidyagiri, Dharwad.

(Hereinafter referred to as the "Lessor"), which expression shall mean and include his legal representatives, heirs, successors, nominees, assigns, partners and executors etc, of the "ONE PART".

AND

SHANTESH EDUCATION SOCIETY, Dharwad (PAN: AAGAS4404B) Represented by Its Secretary Shri. MANOJ S/o PRAHLAD HANCHINMANI (PAN: ABAPH5358R) (AADHAAR No. 8024 7655 9641) (Mob No. 98450 46154) Age: 45 years, Occ: Private Service, Residing at #77, "Shantesh", 2nd Main, Vidyagiri, Dharwad.

(Hereinafter referred to as the "Lessee"), which expression shall, unless it be repugnant to the context or meaning there of, shall mean and include its legal representatives, successors, nominees, assigns, partners and executors etc) of the "OTHER PART".

(Lessor and Lessee are hereinafter collectively, as the context may permit, referred to as the "parties" and individually as the "Party".)

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Department of Stamps and Registration ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದಿಯ ಕಲಂ 10 ಎ ಆಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ Sri ಶಾಂತೇಶ ಎಜ್ಯೂ ಕೇಶನ್ ಸೊಸಾಯಿಟಿ ಧಾರವಾಡ ಇದರ ತರ್ಫಿ ಕಾರ್ಯದರ್ಶಿ ಮನೋಜ ತಂದೆ ಪ್ರಲ್ಹಾದ ಹಂಚಿನಮನಿ , ಇವರು 108000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಡಿಕರಿಸಲಾಗಿದೆ

| ಪ್ರಕಾರ | ನೊತ್ತ (ರೂ.) | ಹಣದ ಪಾವತಿಯ ವಿವರ |
|---------|-------------|--|
| Challan | 108000.00 | Challan No CR0223003000476109 Rs.108000/- dated 17/Feb/2023 |
| gs.s | 108000.00 | |

ಸ್ಥಳ : ಧಾರವಾಡ

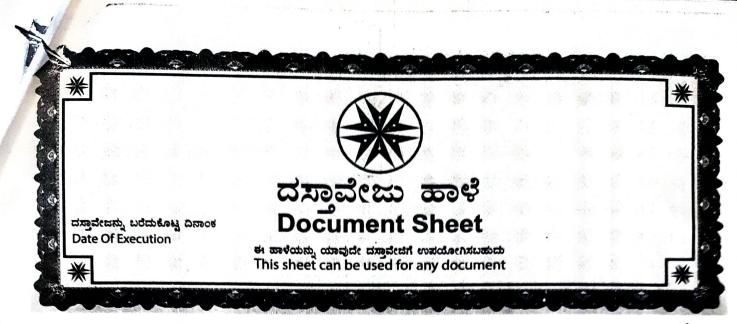
ದಿನಾಂಕ : 17/02/2023

ಹಿರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ. ಉಪ-ನೋಂಡಣಿಕಾತ್ರವಾಡ್ತ ಅಂಕಾಂ

(ಧಾರವಾಡ)

Designed and Developed by C- DAC Pune.





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WHEREAS:

The Lessor is the absolute owner of property bearing Sy No. 8/3+9+10 Plot No. 1(Educational) measuring 03 Acre 15 Gunta situated at Kalaghatagi Road, ATTIKOLLA Village, Dharwad Taluk, Dharwad District, and morefully described in the schedule hereunder written and hereinafter called the schedule property/premises.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. GRANT OF LEASE:

- 1.1. That in consideration of the rents agreed to be paid by the LESSEE as set out in this Lease and the LESSEE having agreed to comply with the covenants and conditions mentioned herein, the LESSOR herby grant by way of lease to the LESSEE, the Schedule premises.
- 1.2. The term of the lease will be for a period of **Thirty(30)** years from the Lease commencement date. The Lessee agrees to pay a monthly rent of **Rs. 3,00,000/-** to the Land lord within the 5th day of every succeeding month promptly without any default from the date of commencement of tenancy.
- 1.3. The Said Land has been converted to Non-Agricultural for Educational purpose as per Official Memo No. 216488, 216500, 216503 dtd: 21-04-2021 by the order of Deputy Commissioner, Dharwad District.

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ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 14014

ಸಬ್ ರಜಸ್ಟ್ರಾರ ಧಾರವಾಡ ಸವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 17-02-2023 ರಂದು 04:11:58 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

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| 1 | Registration Fee | 18000.00 |
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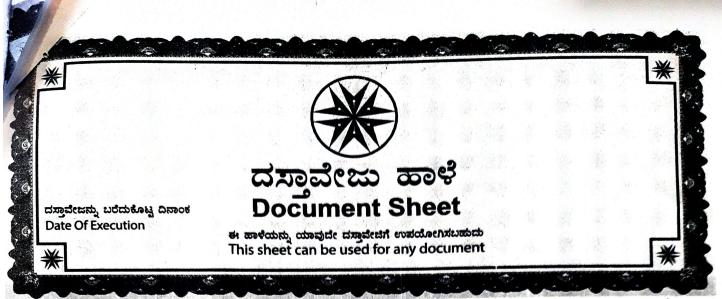
ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

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| i | Sri ಶಾಂತೇಶ ಎಜ್ಯೂಕೀಶನ್ ಸೊಸಾಯಿಟಿ ಧಾರವಾಡ ಇದರ ತರ್ಫಿ ಕಾರ್ಯದರ್ಶಿ ಮನೋಜ ತಂದೆ ಪ್ರಲ್ಹಾದ ಹಂಚಿನಮನಿ . ಬಿನ್ ಪ್ರಲ್ಹಾದ (ಬರೆಸಿಕೊಂಡವರು) | | | 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 |
| 2 | Sri ಪ್ರಲ್ಹಾದ ತಂದೆ ರಾಮಾಜಾರ್ಯ ಹಂಚಿನಮನಿ . ಬಿನ್ ರಾಮಾಜಾರ್ಯ (ಬರೆಗುಕೊಡುವವರು) | | | Myala & |

ಒರಿಯ ಉಪ ಮೇರದೇಶಾಧಿಕಾರ ಧಾರವಾಡ.

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1.4. The Lessee has started construction of building on the schedule premises as per building permission obtained from Hubli-Dharwad Municipal Corporation vide Building Permission bearing No. HDW-LBPAS-30205/22-23/BP/15 dtd: 05-08-2022 obtained in the name of Lessor.

2. RATE OF RENT FOR THE LEASED PREMISES:

- 2.1. The Rent payable by the Lessee to the Lessor for the Schedule Premises is Rs. 3,00,000/- (Rupees Three Lakhs Only) per month for the Schedule premises.
- 2.2. The electricity bill, Water bill & Municipal Tax has to be paid directly to concerned authorities from time to time by lessee without fail.
- 3. LEASE COMMENCEMENT DATE AND LEASE PERIOD: The Lessor has agreed to let the said premises to the Lessee for a term of Thirty(30) years commencing from dt: 01-02-2023.
- 4. SECURITY DEPOSIT: There is no Security Deposit for this Lease Agreement as agreed by both the parties.
- 5. PAYMENT OF TAXES: The lessee SHALL BE RESPONSIBLE FOR PAYING taxes by whatever name called levied by statutory authorities upon Rents paid by LESSEE for the Schedule Premises. The above mentioned taxes should be paid within the stipulated period as per the competent authorities. Any interest and penalties with regard to the above will have to be borne by the Lessee.

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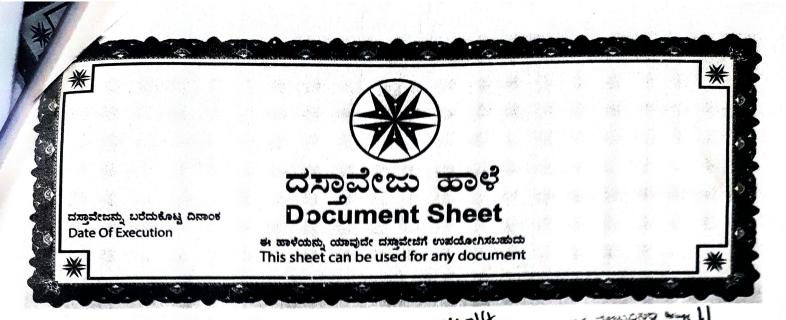
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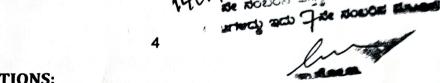


ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು ನಂಬರ DWR-1-14014-2022-23 ಆಗಿ ಸಿ.ಡಿ. ನಂಬರ DWRD1462 ನೇ ದ್ದರಲ್ಲಿ ದಿನಾಂಕ 17-02-2023 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

Designed and Developed by C-DAC, ACTS, Pune







6. REPRESENTATIONS:

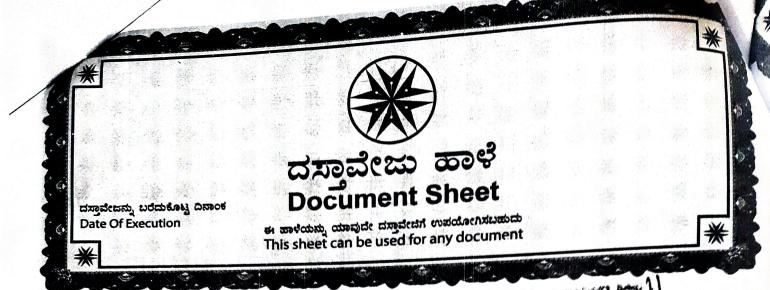
- 6.1. The Lessor is the owner of the said premises and the Lessor is entitled to hold and lease the said premises to the Lessee and no other person has any interest, claim or title whatsoever in the said premises.
- 6.2.All permissions necessary for the occupation and use of the Schedule premises have been obtained and that the Schedule Premises can be legally used and occupied as on the Lease Commencement Date. In the event there are any further permissions that may be required the Lessee shall secure such permissions as may be required on the representation of the Lessee.

7. LESSEE'S REPRESENTATION

- 7.1.The Lessee shall always observe and perform all the terms and conditions, covenants and provisions on which the Schedule Premises given on lease and shall not do, omit or suffer to be done anything whereby the right of the Lessor to the Schedule Premises is violated or forfeited or jeopardized or extinguished. The Lessee shall indemnify and keep indemnified the Lessor against any direct and actual loss or damage suffered by the Lessor by reason of any act or deed or omission or commission resulting in the Lessor's rights to the Leased Premises being violated or forfeited or jeopardized or extinguished or due to Lessee conducting illegal activities in the Premises.
- 7.2.The Lessee shall not claim any tenancy rights or any rights other than those specifically mentioned herein in this deed.

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- 7.3. The Lessee shall hand over the possession the Schedule Premises to the Lessor immediately on the expiry of the Lease period or its earlier termination as the case may be, in good tenantable condition. The Lessee will not claim any compensation; Good will whatsoever from the Lessor. If in case both the parties intend to continue the lease agreement past the lease period mentioned herein above, they should execute and register a Fresh Lease Deed for the same.
- **7.4.**The Lessee shall not carry out any unlawful activities in the schedule premises. In such an event the Lessee is responsible for such consequences.
- **7.5.**The Lessee shall have the right to raise any loans or create any hypothecation or mortgage against the schedule property.
- 7.6. The Lessee indemnifies the Lessor against all proceedings, litigation, criminal liability in respect of any injury or death of any persons and damages to the property that may arise directly or indirectly from easements and from the schedule property.
- **7.7.**The Lessee shall take an insurance policy against fire and earthquake during the period of the lease.
- **7.8.**The Lease shall carry out periodic maintenance of the Schedule property.
- 8. **TERMINATION OF LEASE:** In the event of the LESSEE or LESSOR committing any breach of any of the terms of this lease the same shall stand terminated at the instance of the affected party by issuing a notice in writing a minimum prescription period of 6 months.

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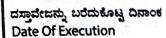
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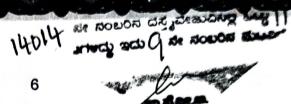




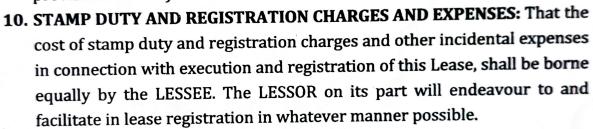
ದಸ್ತಾವೇಜು ಹಾಳೆ Document Sheet

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು This sheet can be used for any document





9. RETURN OF PREMISES: The LESSEE shall on termination of Lease or earlier determination of Lease in terms hereof, return the Schedule premises on as is where is condition (excepting only normal wear and tear, or damage which LESSOR is obligated to repair pursuant to the provisions hereof)



11. LANGUAGES, JURISDICTION. The proceedings shall be held at Dharwad and conducted in the English language. The Courts in Dharwad shall alone have jurisdiction with regard to the Lease.

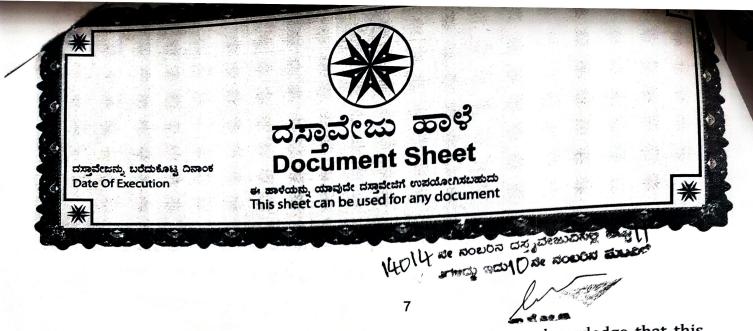
12. MISCELLANEOUS:

- 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 nor shall anything be omitted there from except by means of a supplementary Deed in writing duly signed by the parties hereto.
- c) Waiver: Failure of either party to exercise promptly any right here in granted or to require strict performance of any obligation undertaken herein, shall not be deemed a waiver of such right or of the right to demand subsequent performance of any and all obligations herein undertaken by respective parties.

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d) Variation: The Lessor and the Lessee here to acknowledge that this Deed 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 in writing signed by the persons authorized.

e) Custody of Original Lease Deed: The original shall be with the Lessee and a copy of the same will be furnished to the Lessor. The copy dully attested and signed by the Lessee can also be treated as an original.

SCHEDULE OF PROPERTY

All the piece and parcel of Non-Agricultural Land converted for educational purpose bearing Sy No. 8/3+9+10 Plot No. 1(Educational) measuring 03 Acre 15 Gunta alongwith Ground floor measuring 15,000 Sq.ft. and First Floor measuring 15,000 Sq.ft. of the Multi-Storeyed RCC Building situated at Kalaghatagi Road, ATTIKOLLA Village, Dharwad Taluk, Dharwad District, coming within the limits of Sub-Registrar, Dharwad and under the jurisdiction of Hubli-Dharwad Municipal Corporation bearing Municipal No. 8/3+8/9+8/10 PID No. 18/4158 Ward No. 18, bounded on the:-

East by : Road And Sy.No. 8/5 & 8/8

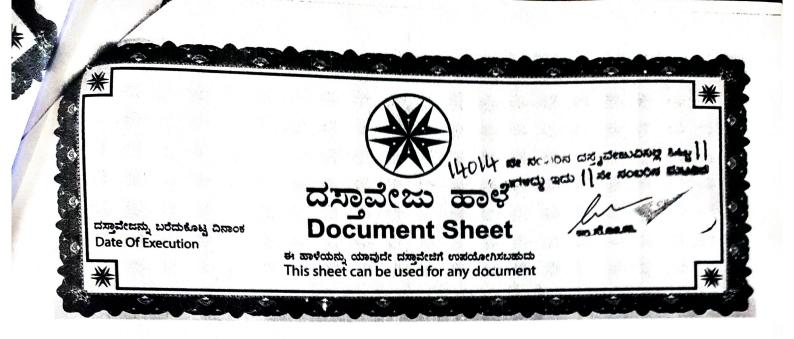
West by : Sy.No. 3, 8/2 & 8/4

North by : Sy.No. 8/6, 8/7 & 8/2

South by: Sy.No. **7, 8/8 & 8/5**

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IN WITNESS WHEREOF BOTH THE PARTIES HERETO HAVE SET THEIR HANDS AND SINGATURES ON THIS THE SAME DAY MONTH AND YEAR HEREIN AOBVE MENTION IN THE PRESENCE OF THE FOLLOWING WITNESSES AT DHARWAD.

WITNESSES:

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LESSOR

(Vadsh. V.Nair) Dharwad. Malmaddi

LESSEE

Drafted By:

Gururaj M. Kotabagi

Deed Writer, L.No.15/09-10,

Dharwad.