

ಈ ದಾಖಲೆ... 10375/... 10375/... ದಾಖಲೆ... 10375/...

"Original"

ಹಿ.ಉ.ನೋ.ಯಶವಂತಪುರ

LEASE DEED

THIS DEED OF LEASE (the "Lease Deed") is made and executed on this the 24th day of February, Two Thousand Twenty Five (24/02/2025) at Bangalore:

BY

Sri. B. SRINIVAS RAO., Son of Sri. Mohan Rao., Aged about 62 Years, Residing at No. 530, 8th Main, M.C. Layout, Vijayanagar, Bangalore-560 040 represented by their Registered General Power of Attorney holder SRI. PRADEEP KRISHNAPPA., Son of Sri M. Krishnappa, Aged about 39 years Office at No.4507, 5th Floor, High Point-4, Palace Road, Bangalore-560 001 and hereinafter referred to as the "LESSOR" which term shall mean and include his heirs, legal representatives, Successors, assignee/s, administrators etc., on the ONE PART (AADHAAR No:7910 4886 5958)



IN FAVOUR OF

M/s. CHAITANYA KCS EDUCATION FOUNDATION.

(PAN No.AACTC3899D) Represented by its Managing Trustee Sri K Chethan Chandrashekar, Son of Sri K Chandrashekar, Aged About 39 Years, having registered office at No.770, Madilu, Ground Floor, 9th Main, 3rd Block, 3rd Stage, Basveshwaranagar, Bangalore-560079 and hereinafter referred as the "LESSEE", which term wherever the context admits or permits shall mean and include its Trustee, administrators, successors in interest, assignees, etc., on the OTHER PART. (AADHAAR No: 9179 1308 1142).

A. WHEREAS the LESSOR is the absolute owner ALL THAT PIECE AND PARCEL OF the residentially converted land in an extent 02 Acres or 8093.91 Sq Meters, comprised in Sy No.127 situated at situated at Kariobanahalli Village, "Bluejay Sunshine Hills" Andrahalli Main Road, 8th Mile Junction, Tippenahalli, Yashwanthapura Hobli, Bangalore North Taluk, Bangalore Urban District-560073 under the Converted vide Converted vide Official memorandum bearing No.ALN (N.Y) S.R: 21, 23, 25, 26, 28, 29 and 30/2007-2008, dated 02.04.2008, having BBMP e Khata No.5408354428 issued by the BBMP, which is more fully described in the SCHEDULE hereunder and hereinafter referred to as the SCHEDULE PREMISES/ SCHEDULE PROPERTY.

B. WHEREAS the LESSOR represents that he is in continuous possession and enjoyment of the SCHEDULE PROPERTY ever since from its acquisition and he has been paying regularly all taxes and other outgoings to the concerned authorities; and

ಸೇ. ಸ್ಥಳದ 10375 ದಸ್ತಾವೇಜಿನಲ್ಲಿ
ಹಿ.ಉ.ನೋ. ಶುಶ್ರವಣಕಾರಿ



ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

Sri.M/s. CHAITANYA KCS EDUCATION FOUNDATION Represented by its Managing Trustee Sri K Chethan Chandrashekar S/o Sri K Chandrashekar ಇವರು ₹3,54,000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ.

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
E-Payment	3,54,000.00	Online Challan Reference Number RG0225000015768936 Dated:21/02/2025
Total:	3,54,000.00	

ಸ್ಥಳ : ಯಶವಂತಪುರ

ದಿನಾಂಕ: 24/02/2025

ಉಪ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ
ಯಶವಂತಪುರ
ರಾಜಾಜನಗರ (ಯಶವಂತಪುರ), ಬೆಂ.ಕೆ.ಎ.

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- C. WHEREAS the LESSEE is in the line of running college in the Name of "Bhagawan Buddha Homoeopathic Medical Collage & Hospital" and other allied businesses and it is desirous of taking the SCHEDULE PREMISES on lease for certain period to run its business in the SCHEDULE PREMISES/SCHEDULE PROPERTY and has approached the LESSOR to lease the same, for which the LESSOR has agreed to lease out the SCHEDULE PREMISES/SCHEDULE PROPERTY to the LESSEE on an as is where is basis on the below mentioned terms and conditions; and
- D. WHEREAS the parties herein deem it desirable and expedient to reduce the terms and conditions mutually agreed upon into writing and have the same duly evidenced by this deed of lease.

NOW THIS DEED OF LEASE WITNESSETH AS FOLLOWS:

- 1) The LESSOR hereby let, grant, and assign by way of lease the SCHEDULE PROPERTY together with rights of ways, easement of necessities, advantages appurtenances, whatsoever pertaining to or belonging to the SCHEDULE PROPERTY unto and to the use of the LESSEE and to hold and enjoy the same for a period of 30 (Thirty) years commencing from 27.12.2024 and ending on 26/12/2054.
- 2) The LESSEE shall pay rent the LESSOR in following manner
 - The LESSEE shall pay rental equivalent to 30% of the gross revenue for the initial period of first 3 years commencing from date of lease commencement date.
 - Thereafter the LESSEE shall pay rental equivalent to 45% of the gross revenue from 4th year to end of the lease period in terms of this lease deed.
 - The annual rent shall be calculated based on student strength and related fees collected by the LESSEE and pay on or before April 15th of every year.
 - The annual rent payable LESSEE will be divided into 2 equal installments and First installment shall be paid on or before October 15th of every year without fail to LESSOR & the Second installment shall be paid on or before April 15th of every year without fail to LESSOR.






ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ :- YPR-1-10375-2024-25

ಫೈಲ್ ನಂ. 10375 ದಸ್ತಾವೇಜು 4

ಯಶವಂತಪುರ ಉಪ ನೋಂದಣಿ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 24/02/2025 ರಂದು 11:37:25 ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ




ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	₹ ರೂ.ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	59,000.00
2	ಸೇವಾ ಶುಲ್ಕ	650.00
3	ನಕಲು ನೋಂದಣಿ ಶುಲ್ಕ	200.00
	ಒಟ್ಟು	59,850.00

Sri.M/s. CHAITANYA KCS EDUCATION FOUNDATION Represented by its Managing Trustee Sri K Chethan Chandrashekar S/o Sri K Chandrashekar ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ.

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	Sri.M/s. CHAITANYA KCS EDUCATION FOUNDATION Represented by its Managing Trustee Sri K Chethan Chandrashekar S/o, Sri K Chandrashekar , 39, Resident of: , No.770, Madilu, Ground Floor, 9th Main, 3rd Block, 3rd Stage, Basveshwaranagar,, Bengaluru South, BENGALURU URBAN, KARNATAKA - 560079 (Presenter)		 Left Thumb	

-ಉಪ ನೋಂದಣಿದಾರಿ
ರಾಜಾಜಿನಗರ (ಯಶವಂತಪುರ), ಬೆಂ. #ಎಂ.

ದಸ್ತಾವೇಜು ಬರೆದುಕೊಟ್ಟಿರುವುದುಂಟೆಂದು ಒಪ್ಪಿಕೊಂಡಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	Sri.M/s. CHAITANYA KCS EDUCATION FOUNDATION Represented by its Managing Trustee Sri K Chethan Chandrashekar S/o Sri K Chandrashekar, , 39, Resident of: , No.770, Madilu, Ground Floor, 9th Main, 3rd Block, 3rd Stage, Basveshwaranagar,, Bengaluru South, BENGALURU URBAN, KARNATAKA - 560079 (Claimant)		 Left Thumb	

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- **Interest:** In the event the LESSEE fails to pay the rent on the agreed dates as stipulated in this Lease Deed then the LESSEE shall be liable to pay unpaid amount of rent along with interest at the rate of 12% per annum from the date of default till the date of actual payment.



Both Parties agree that Gross revenue shall mean and be limited to Tuition Fee, Admission Fee and/or Development Fee collected by the Second Party except the Caution Fee, & uniform/ book fee which is refundable, the Second Party to the Students/their parents/guardians.

Both Parties agree that fee paying students in the School/college during the lease period shall mean the students who have paid the Tuition Fee, Admission fee and Development Fee as required by the Second Party for the academic year and excludes students enrolled under the Right of Children to Free and Compulsory Education Act, 2009.



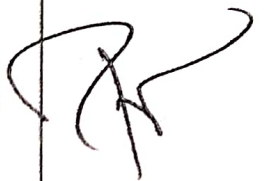
It is mutually and specifically agreed between both parties that any income derived from renting of School/college premises to third parties (other than School/college activities) shall be shared equally between LESSEE and LESSOR. For students enrolled during the course of the academic year and other income derived from renting of School/college premises to third parties during the year, the extra rental will be adjusted at the end of the academic year i.e. 15th April every year (that is at end of academic year)

Note: The Aforesaid rents payable by LESSEE to LESSOR are excluding GST and shall be subject to deduction of tax at source (TDS) as applicable under applicable law. The LESSEE shall furnish a TDS certificate to LESSOR as per the provisions of the Income Tax Act, 1961. Any applicable taxes including Goods and Services Tax (GST) not limited to GST-payable by the LESSEE to the authorities concern in respect of the rents shall be borne and paid by the LESSEE & LESSOR is not liable to pay any applicable taxes including Goods and Services Tax (GST) not limited to GST in this regard.

- 3) The LESSEE has paid a Refundable Security Deposit of Rs.5,00,000/- (Rupees Five Lakhs Only) by way of cheque bearing No.954225, dated 24.02.2025, drawn on Axis Bank Ltd, Basveshwaranagar Branch. & Rs.15,00,000/- (Rupees Fifteen Lakhs Only) by way of cheque bearing No.954226, dated 05.04.2025, drawn on Axis Bank Ltd, Basveshwaranagar Branch The LESSOR hereby acknowledges the receipt of security deposit paid by the LESSEE.
- 4) The Lock-in-period of this lease deed for the LESSOR and the LESSEE shall be 6 (six) years. Neither of the party herein shall terminate this lease within the lock-in-period. In case the LESSEE desires to terminate this lease deed prior to the lock in-period it shall be liable to pay rent for the remaining period of lock-in-period.

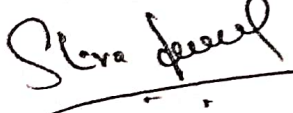
ನೇ ಪ್ರಕರಣ 10375 ದಸ್ತಾವೇಜು 6

2	Sri.PRADEEP KRISHNAPPA is POA of Sri.ಬಿ. ಶ್ರೀನಿವಾಸ್ ರಾವ್ - S/O ಮೋಹನ್ ರಾವ್, , 62, Resident of: , 530, 8th Main, M.C. Layout, Vijayanagar,, Bengaluru South, BENGALURU URBAN, KARNATAKA - 560040 (Executant)		 Left Thumb	
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ಉಪ ನಿರ್ದೇಶಕರಾದಿಹರಿ
 ರಾಜಾಜಿನಗರ (ಯಶವಂತಪುರ), ಬೆಂ. ೫೬೦೦೪೦

ಗುರುತಿಸುವವರು

SR.No	Identifier Name	Address
1	Shivakumar S S/o Shivarudraiah (Identifier)	103/2,NGEF 1st, Mallathahalli, Bengaluru North, BENGALURU URBAN, KARNATAKA - 560056
2	Raju S/o .. (Identifier)	103/2,NGEF 1st, Mallathahalli, Bengaluru North, BENGALURU URBAN, KARNATAKA - 560056

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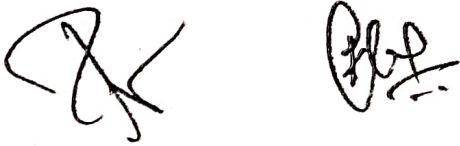
ಉಪ ನಿರ್ದೇಶಕರಾದಿಹರಿ
 ರಾಜಾಜಿನಗರ (ಯಶವಂತಪುರ), ಬೆಂ. ೫೬೦೦೪೦

There is no difference between the original copy and the duplicate presented for registration

ಉಪ ನಿರ್ದೇಶಕರಾದಿಹರಿ
 ರಾಜಾಜಿನಗರ (ಯಶವಂತಪುರ), ಬೆಂ. ೫೬೦೦೪೦

ನೇ ಪುಸ್ತಕದ 10375 ದಸ್ತಾವೇಜಿನ 7 ಪುಟ
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- 5) The LESSEE hereby agrees and undertakes to punctually pay agreed rents as and when due without fail or delay in a manner as agreed upon to the LESSOR.
- 6) It is agreed between the parties herein that in case rent hereby reserved remains unpaid for a period of 1 (one) month after becoming due the LESSOR shall be entitled to terminate the said lease and the security deposit shall be refunded after deducting from it all arrears on account of the terms of this Lease Deed and after receiving vacant possession of the SCHEDULE PREMISES/SCHEDULE PROPERTY with building. The LESSEE shall remain to be liable to pay rent reserved for the lock in period, as this is one of the essences of the Lease Deed.
- 7) The LESSOR has handed over the vacant possession with building of the SCHEDULE PREMISES/SCHEDULE PROPERTY earlier today to the LESSEE. The LESSEE hereby acknowledges and confirms that it is in peaceful possession and enjoyment of the SCHEDULE PREMISES/SCHEDULE PROPERTY.
- 8) THE LESSEE DO HEREBY COVENANT WITH LESSOR AS FOLLOWS
 - 8.1. To issue TDS certificates as per the provisions of the Income Tax Act 1961 to the LESSOR annually.
 - 8.2. On the expiry or termination of the lease the LESSEE shall hand over to the LESSOR vacant and peaceful possession of the SCHEDULE PREMISES/SCHEDULE PROPERTY in good condition. The LESSEE at the time of vacating the SCHEDULE PREMISES/SCHEDULE PROPERTY shall be allowed to remove all the interiors and furniture /fittings put by them at the premises but without causing any harm to the SCHEDULE PREMISES/SCHEDULE PROPERTY.
 - 8.3. The LESSEE shall permit the LESSOR or his authorized agents during the said term of lease to inspect the SCHEDULE PREMISES at all reasonable working hours with prior intimation.
 - 8.4. The Lessee shall obtain for all necessary approvals from all the relevant authorities for carrying any educational institution on the SCHEDULE PREMISES/SCHEDULE PROPERTY. The construction put up shall be legal and according to the national building code. The Lessee shall be responsible for securing all requisite permissions and approvals from the authorities concerned at its costs and expenses for carrying out its activities as per the terms of the Lease Deed.



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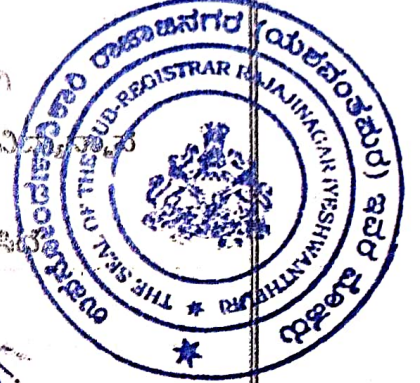
1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು

ನಂಬರ್ YPR-1-10375-2024-25 ಬಗ್ಗೆ

ದಿನಾಂಕ 24/02/2025 ರಂದು ನೋಂದಾಯಿಸಿ ವಿಧಿಸಿದ
ಮಾದರಿಯಲ್ಲಿ,

ಕೇಂದ್ರಿತ ದತ್ತಾಂಶ ಕೋಶದಲ್ಲಿ ಶೇಖರಿಸಿಟ್ಟಿರುತ್ತದೆ.

24/2/25
ಉಪನೋದಕಾಧಿಕಾರಿ
ರಾಜಾಜಿನಗರ (ಯಶವಂತಪುರ)
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- 8.5. The LESSEE shall put temporary furniture/fittings interiors etc., according to its convenient at its cost and expenses. The LESSEE at the time of vacating the SCHEDULE PREMISES/SCHEDULE PROPERTY shall be allowed to remove all the interiors and furniture/fittings put by them at the premises but without causing any harm/damage to the SCHEDULE PREMISES/SCHEDULE PROPERTY including building. At the time of handing over back the vacant possession of the SCHEDULE PREMISES/SCHEDULE PROPERTY with building to the LESSOR the LESSEE shall be entitled to receive the security deposit so paid after deducting any arrears of rent hereby reserved, electricity charges, water charges, common maintenance, or any sum payable towards any repairs of the SCHEDULE PREMISES/SCHEDULE PROPERTY & building from the security deposit.
- 8.6. The LESSEE shall maintain the SCHEDULE PREMISES/SCHEDULE PROPERTY and building in good and habitable condition during the period of lease subject to normal wear & tear. They shall take all precautions and diligent care that are normally required in the course of usage of the SCHEDULE PREMISES/SCHEDULE PROPERTY and shall not use the same for any purposes that are illegal, immoral, or against Public interests. The LESSEE shall not store any dangerous, combustible, banned or inflammable articles in the SCHEDULE PREMISES/SCHEDULE PROPERTY. The LESSEE shall carry out at its own cost all repair works at SCHEDULE PREMISES/SCHEDULE PROPERTY that are normal and routine maintenance works relating to the use of the SCHEDULE PREMISES/SCHEDULE PROPERTY including amenities.
- 8.7. The lessee is responsible for the safety and security of all the users of the educational institution put up by it. The lessor is not responsible for any loss or damage on the schedule property. The Lessee shall at its own cost and expenses mobilize the work force necessary to carry out the work undertaken by it under this Lease Deed. The Lessee shall meet all the costs of development/construction and the Lessor shall in no way be liable to make payments or compensate the labourers for any unpaid work and/or injuries or losses sustained by the labourers employed or engaged by the Lessee. The Lessee shall use maximum care and caution in the usage of quality material in construction and shall ensure that the materials and manner of usage of materials is safe and of good and acceptable quality.



- 5.1 The LESSEE shall insure all its stocks, interiors, furniture and fittings periodically at its own cost and the LESSOR shall not be responsible for any loss or damage incurred by the LESSEE on account of theft, burglary, fire or any other reason whatsoever. The Lessor represents that the said Building including the Leased Premises complies with all fire safety norms as per the Applicable Law. The Lessee shall continue to comply with all Applicable Law including the fire safety norms with respect to the said Building including the Leased Premises. All expenditure required to be incurred for complying with the fire safety norms including obtaining and keeping the fire safety certificate updated and/or obtaining fire NOC including renewals, if any, during the entire Lease Term shall be borne by the Lessee.
- 8.8. The LESSEE shall pay promptly within the stipulated period the Electricity and water charges as consumed by them to the concerned Authorities during the period of lease by virtue of their occupation of the SCHEDULE PREMISES/SCHEDULE PROPERTY, as per the measuring meters installed by the authorities concerned to share accordingly in case of common usage.
- 9) The LESSOR shall pay all applicable property taxes specifically relating SCHEDULE PREMISES/SCHEDULE PROPERTY. The LESSEE shall by the applicable taxes pertaining to the institutions coming upon the SCHEDULE PREMISES/SCHEDULE PROPERTY mentioned in the deed lease.
- 10) The LESSEE shall not have any right to sublease/sublet the premises in part or fully or allow or occupying anybody to any person or persons Company or their group of companies/trusts/establishments, without prior written consent of the Lessor. At the time of vacating the premises the vacant and peaceful possession should be handed over to the LESSOR or his authorized agents or his successors.
- 11) The LESSEE irrevocably agrees, declares and confirms that no ownership rights, title or interest in the said premises has been created in favor of the LESSEE other than that mentioned in this Lease Deed.



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- 12) The LESSEE shall obtain power supply to its requirement, if they so require, at their own cost and expense. The LESSEE shall bear all the expenses like fees, deposits, installations etc to obtain the extra electricity power. The LESSOR hereby assures that he shall extend his full co-operation and sign any papers, applications etc to obtain such additional power sanctions or permission from the concerned departments. However any deposits so paid by the LESSEE for obtaining extra power supply shall be refunded by the LESSOR at the time of termination of this lease.
- 13) In case the LESSEE fails to hand over vacant possession of the SCHEDULE PREMISES along with building constructed thereon, to the LESSOR on expiry/termination of the lease period, such occupation shall be treated as unauthorized occupation and the LESSOR shall be liable to claim damages from the LESSEE for such wrongful occupation.
- 14) In the event of any breach of the covenants and conditions to be observed and performed by either of the party hereunder the other party may at its option terminate this lease by giving the defaulting party a three months notice in writing.
- 15) The cost of stamp duty and any other registration charges on this deed of lease shall be borne by the LESSEE. For the purpose of computing the Stamp Duty and Registration fee applicable for this deed, the average annual rent is arrived at Rs. 1,81,00,00/- (Rupees One Crore Eighty One Lakhs Only).
- 16) All notices and other communication in writing shall be sent to the parties herein each other to the address mentioned above. Oral or telephonic communications shall not construe any bindings on the parties herein.
- 17) Any disputes or differences arising out of execution of this deed of lease shall be referred to the sole Arbitrator, who shall resolve such disputes in accordance with the provisions of the INDIAN ARBITRATION AND CONCILIATION ACT, 1996 and modifications thereof. The venue of the arbitration shall be at Bangalore and the arbitration proceedings shall be conducted in English.
- 18) Subject to arbitration, wherever judicial intervention is possible the Courts at Bangalore only shall have exclusive jurisdiction to try all suits or proceedings, matters or things in connection with this Deed. This Deed shall be governed only by Indian law. The Legal Fees shall be borne by the Lessor and the Lessee for their respective lawyers.



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- 19) No amendment, deletion, addition or other changes in any provision of this Deed or waiver of any right or remedy, herein provided, will be effective unless specifically set forth in writing and signed by the authorized signatories of all the Parties.
- 20) The original executed and registered Lease Deed shall be held in the custody of the Lessee and the Lessor shall be provided with one duplicate copy thereof.
- 21) The rights and obligations of the Parties, which by their very nature survive the termination of this Deed, shall not be extinguished by termination of this Deed.

SCHEDULE PROPERTY

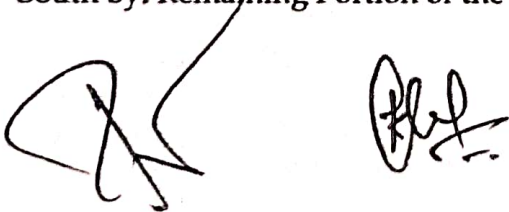
ALL THAT PIECE AND PARCEL OF the residentially converted land in an extent 02 Acres or 8093.91 Sq Meters, comprised in Sy No.127 situated at situated at Kariobanahalli Village, "Bluejay Sunshine Hills" Andrahalli Main Road, 8th Mile Junction, Tippenahalli, Yashwanthapura Hobli, Bangalore North Taluk, Bangalore Urban District-560073t under the Converted vide Converted vide Official memorandum bearing No.ALN (N.Y) S.R: 21, 23, 25, 26, 28, 29 and 30/2007-2008, dated 02.04.2008, having BBMP e Khata No.5408354428 issued by the BBMP along with building constructed thereon, bounded on:

East by: Land in Sy No.128.

West by: Road ✓

North by: Road ✓

South by: Remaining Portion of the same Sy No.127.



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IN WITNESS WHEREOF THE PARTIES TO THE DEED OF LEASE PUT THEIR RESPECTIVE HANDS TO THIS DEED OF LEASE ON THE DAY, MONTH AND YEAR MENTIONED HEREIN ABOVE:

(Sri. B. SRINIVAS RAO Registered General Power of Attorney holder SRI. PRADEEP KRISHNAPPA)

LESSOR

(M/s. CHAITANYA CHARITABLE FOUNDATION Rep by its Managing Trustee Sri K Chethan Chandrashekar)

LESSEE

WITNESSES:

1.

SHIVA KUMAR S
Mallathahalli
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2.

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Rajul.
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Drafted by

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