

B/E 9527/2016. 2017

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ಈ ದಸ್ತಾವೇಜು.....18 ಪುಟಗಳನ್ನು ಹೊಂದಿರುತ್ತದೆ,  
ಒಂದನೇ ಪುಟ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ.....9527  
2016-2017

### AGREEMENT TO LEASE

THIS AGREEMENT TO LEASE IS MADE AND EXECUTED ON THIS THE Thirteenth day of March, Two Thousand Seventeen (13-03-2017) at Bangalore by :

#### BETWEEN:

1. **Smt T.R. BHANU PRABHA**  
Aged about 47 years,  
Wife of Sri. V.M. Krishnamurthy

2. **Mr. V. M.KRISHNA MURTHY,**  
Aged about 50 years,  
S/o Late.Mr.V.Muniswamy Naidu,

Both residing at : No. G3, Ground Floor,  
RK Hoysala Residency, 3<sup>rd</sup> Main, 9<sup>th</sup> Cross,  
Hoysala Nagar, Bangalore – 560016.

Hereinafter called the '**LESSORS**', which term wherever it so requires, shall mean and include their respective Legal Heirs, Successors, Legal Representatives, Administrators, Executors, Successors in interest, Representatives and Assigns etc., of the ONE PART;

#### AND:

**PRAGNA EDUCATIONAL AND CULTURAL TRUST**  
Having its office at : G. D. Ground Floor,  
T. C. Playa Main Road, Behind R..M. Nagar Police Station,  
Bangalore-560 016.

V. M. Krishna Murthy

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ಕೃಷ್ಣರಾಜಪುರಂ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 13-03-2017 ರಂದು 11:10:38 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ವೆ
1	ನೋಂದಣಿ ಶುಲ್ಕ	3350.00
2	ಸ್ಯಾನಿಂಗ್ ಫೀ	280.00
3	ಕೊರತೆ ನೋಂದಣಿ ಶುಲ್ಕ	200.00
	ಒಟ್ಟು :	3830.00

ಶ್ರೀಮತಿ Pragna Educational And Cultural Trust rep by its Author of the Trust and Authorized rep. of the Trust Smt. T. R. Bhanu Prabha ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟನ ಗುರುತು	ಸಹಿ
ಶ್ರೀಮತಿ Pragna Educational And Cultural Trust rep by its Author of the Trust and Authorized rep. of the Trust Smt. T. R. Bhanu Prabha			

**H.B. HARINI**  
 Senior Sub-Registrar  
 K.R. Pura, Bangalore

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟನ ಗುರುತು	ಸಹಿ
1	Pragna Educational And Cultural Trust rep by its Author of the Trust and Authorized rep. of the Trust Smt. T. R. Bhanu Prabha (ಬರೆದುಕೊಂಡವರು)			
2	Smt. T. R. Bhanu Prabha W/o. Sri. V. M. Krishnamurthy (ಬರೆದುಕೊಡುವವರು)			

**H.B. HARINI**  
 Senior Sub-Registrar  
 K.R. Pura, Bangalore

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2016-2017

Represented By its Author of the Trust and  
Authorized representative of the Trust  
**Smt. T. R. BHANU PRABHA,**  
W/o. Sri. V. M. Krishna Murthy,  
Aged about 47 years,  
Residing at : No. G3, Ground Floor,  
RK Hoysala Residency, 3<sup>rd</sup> Main, 9<sup>th</sup> Cross,  
Hoysala Nagar, Bangalore – 560016.


Hereinafter called the LESSEE, which term wherever it so requires shall mean and include the Trust, its Trustees, Heirs, Legal Representatives, Administrators, Executors, Successors in interest, Representatives and Assigns etc., of the OTHER PART;

WHEREAS, the Lessors are the Absolute Joint Owner of all that piece and parcel of Land measuring 2 Acres in Survey No.50/1 of Halehalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, having acquired by way of Registered Sale Deeds dated 11/06/2004. The Katha of the said property is made out in the joint name of lessors. The Revenue records as on today are standing in the name of lessors. Which is more fully described in the schedule hereunder and hereinafter referred to as the **SCHEDULE PROPERTY.**

WHEREAS the Lessee herein is an Education Trust and is being in requirement of suitable building accommodation for running an Educational Institution / school from the Academic year 2017-18 and has been looking around for a building having sufficient built up space with requisite open area. During this point of time, the Lessors being the joint owners of the schedule property have offered to lease on monthly rent to the Lessee in respect of the entire proposed School Complex constructed on the Schedule property in phases as per plan. The Lessee shall construct school complex on the schedule property measuring total in all 6693 square feet. The Lessee has agreed to take the school complex from the Lessor in the following manner:

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3	Mr. V. M. Krishna Murthy S/o. Late. Mr. V. Muniswamy Naidu  (ಬರೆದುಕೊಡುವವರು)			

  
**H.B. HARINA**  
 Senior Sub-Registrar  
 K.R. Pura, Bangalore

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(i) The rent will be discussed between the parties and decided by resolution of the board before occupation of the premises in June 2017.

**NOW, THIS DEED OF LEASE WITNESSETH AS FOLLOWS:-**

**1) GRANT OF LEASE**

- a) In consideration of the Rent agreed to be paid by the LESSEE to the LESSOR as per these deed, the lessor here by aggress to grant on lease to the lessee the schedule premises and the lessee here by agree to take on lease the schedule premises.
- b) The period of the lease for the schedule property shall be for THIRTY (30) years ("Term") commencing from **the Academic year 2017-18** ("Lease commencement Date") subject to conditions.
- c) The schedule property with proposed building there on for a locking period of 30 years. The schedule property comprises of an area measuring 2 Acres along with structures there on and vacant land for an exclusive use of children's play area
- d) The Lease rent after the completion of every one year during the period of each ten years from 1<sup>st</sup> June of every English calendar year shall be arrived at mutual agreement between the lessor and the lessee.


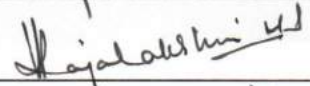
V. G. Prabhakar

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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Praveen K R Puram, Bangalore-560036	
2	Rajalakshmi Hoysalanagar, Bangalore	

  
**H.B. HARINI**  
 Senior Sub-Registrar  
 K.R. Pura, Bangalore



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 ನಂಬರ KRI-1-09527-2016-17 ಆಗಿ  
 ಸಿ.ಡಿ. ನಂಬರ KRID593 ನೇ ಧರಲ್ಲಿ  
 ದಿನಾಂಕ 13-03-2017 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ



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**H.B. HARINI**  
 Senior Sub-Registrar  
 K.R. Pura, Bangalore



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**2) Duration:**

a) The lease shall be for 30 years commencing from the date of delivery of possession, subject to compliance of clause 1 (a) to (d) of this lease.

**C) Commencement of Lease:**

a) The lease granted here in shall commence from the date the lessor places the lessee in position of the building to be constructed.

**2) CONSTRUCTION OF THE BUILDING AND COST OF CONSTRUCTION:**

a) The LESSORS shall construct a Building comprising of **Ground + Three Upper Floors** with total built up area of 69693 square feet and leave remaining land as 'Vacant' for an exclusive use of Children's Play Area, at their costs and responsibilities and hand over the constructive Possession of the Schedule Property with the proposed building to the Lessee within the forth coming academic year 2017-18, for the Lessee to run a educational institution.

b) The entire cost of construction, including Architects fee and charges/fee for obtaining Licence Sanctioned Plan, Deposits, etc shall be borne by the Lessors.

**3) COMMENCEMENT OF LEASE:**

a) The Lease granted herein shall commence from the date the LESSORS place the LESSEE in possession of the Schedule Property with building as mentioned in para supra i.e., 1<sup>st</sup> June 2017 commencement of Academic year 2017-18.

V. G. Prithvi

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**4) DELIVERY OF POSSESSION:**

a) The possession of the Schedule Property is not delivered at the time of signing of this deed and possession of the Schedule Property will be delivered by the LESSORS along with the building standing thereon to the LESSEE after securing necessary permission and after such built up area is constructed as and when it is ready for occupation.

**5) STRUCTURAL ALTERATIONS:**

a) The LESSEE shall be at liberty to make such internal alterations to suit the requirements or the LESSEE at the cost of the LESSEE, with written approval of the LESSORS, However the LESSEE shall have no right to make any structural alterations either enhancing or diminishing the value or utility of the Schedule Property.

**6) RENT:**

a) It is agreed that the monthly rent shall be Rs.25,000/- (Rupees Twenty Five Thousand only) Per Month.

b) It is agreed that the Monthly Rent shall be arrayed at pro-rata based on the buildup area made available by the lessor to the lessee.

c) It is agreed between the Parties hereto that according to the extent held by the Lessors, the Lessors shall be entitled for the above said Monthly Rents.

d) The Lessee shall deduct the amount payable towards TDS as per IT Rules every month by the Lessee and will issue Form 16A to the Lessors for their IT Returns. The Lessee shall pay the balance amount of rent to the Lessors every month regularly. If any other cess, levy etc., is levied by the Government at any later stage, the same shall be borne by the Lessee.

V. G. Prasad  
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ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀಮತಿ Pragna Educational And Cultural Trust rep by its Author of the Trust and  
Authorized rep. of the Trust Smt. T. R. Bhanu Prabha , ಇವರು 21200.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ  
ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	21200.00	DD. No. 074623. Dt. 13/03/2017. Drawn On State Bank of Mysore
ಒಟ್ಟು :	21200.00	

ಸ್ಥಳ : ಕೃಷ್ಣರಾಜಪುರಂ

ದಿನಾಂಕ : 13/03/2017

ಉಪನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ  
H.B. HARINI  
Senior Superintendent  
K.R. Pura, Bangalore



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7) DURATION OF LEASE:

- a) The Lease Agreement shall be for a period of 30 years with a review at the rent and advance on the commencement of each Academic year. The terms and rent will be reviewed yearly.
- b) The Tenancy month shall commence on the 1<sup>st</sup> day of every month and end on the last day of the same month. However the Lessee shall pay the monthly rent on or before 10<sup>th</sup> of the succeeding month.

8) SECURITY DEPOSIT:

- (i) The Lessee has agreed to pay Rs.3,75,000/- (Rupees three lakhs seventy five thousand only) as advance as interest free Security Deposit to the Lessors in respect of the "Schedule Premises. The amount shall be paid when the Lessee takes possession of the Scheduled premises.
- ii) That the said Security Deposit shall be refundable without interest to the LESSEE against the LESSEE quitting and handing over vacant peaceful possession of the leased premises in good condition to the LESSORS, subject to lawful deductions if any for arrears in electricity, water, maintenance etc., and deductions, if any for damages to the leased premises subject to reasonable/normal wear and tear.

9) TAXES, DEPOSITS, ASSESSMENT CHARGES :

- a) The LESSEE alone shall pay all taxes, deposits, assessment charges and other outgoings whatsoever of every description including corporation charges which under the statute are primarily leviable unto the LESSORS and shall keep the premises free from all encumbrances.

U. G. [Signature]

[Signature]

[Signature]



b) The LESSEE shall be liable for payment of incidental service tax and such other levies as are incidental to payment of rent.

**10) ELECTRICITY AND WATER CHARGES :**

a) The LESSORS shall make available 65 HP or 25 KVA of electricity power to the Lessee and in case, additional power supply is required, then the Lessors hereby authorize the LESSEE to obtain such additional power at its own cost and the LESSEE shall promptly pay to BESCOM the consumption charges as billed by BESCOM and keep the LESSORS duly indemnified against the same.

c) The LESSORS shall provide a sump tank to hold about 10000 litres of water and suitable over head tank so that the LESSEL can procure water to meet its requirements from outside at its own cost.

**11) SUB-LETTING:**

a) The LESSEE shall not be entitled to sub-let, assign or otherwise part with the possession of the whole or any part of the Schedule Property.

**12) INSPECTION OF THE CONSTRUCTION:**

a) The LESSEE shall have the right to inspect the works, provided the LESSEE keeps the LESSORS duly informed by giving two days notice in writing.

**13) REPAIRS AND MAINTENANCE OF THE SCHEDULE PREMISES:**

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[Signatures]



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a) As the Lease is for a specific purposes and requirement of the LSSSEE and is for a long period, the entire built up area or portions, of the built up area of the building, as and when handed over shall be maintained by the LESSEE at its cost and the LESSORS shall have no Obligation in this regard. The LESSEE shall have to maintain the Schedule Property in its entirety in a clean and tidy condition and keep all the built area in a good condition by effecting repairs at its own costs, duly white washing/distempering the building etc, also at its own cost and responsibilities.

**14) STRUCTURAL ALTERATIONS:**

a) The LESSEE shall be at liberty to make such internal alterations to suit the requirements or the LESSEE at the cost of the LESSEE, with written approval of the LESSORS, However the LESSEE shall have no right to make any structural alterations either enhancing or diminishing the value or utility of the Schedule Property.

**15) ACQUISITION:**

a) In case any portion of the open area or built up area of the Schedule Property is compulsorily acquired by the Government or public authority, the LESSORS alone shall be entitled to the compensation receivable and the LESSEE shall have no claim in that regard. However in case of such acquisition, the rentals shall be reduced on pro -rata basis on the built up area that is so reduced at the then applicable rates.

**16) INSPECTION OF THE PREMISES AFTER COMPLETION:**

The LESSORS shall have the right to inspect the Schedule Property to ascertain that it is being used according to the terms of the Lease Deed and the covenants on the part of the LESSEE are being complied with.

U. G. for [Signature]

[Signature]

[Signature]

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#### SIGNAGE:

That the LESSEE is permitted to put up sign board on any part of the School Premises pertaining to the School to be run by the LESSEE and shall be entitled to put up any hoarding in the Schedule Property..

#### NATURE OF USE PERMITTED

The Lessee shall keep the Schedule Property along with the proposed building thereon, in a good state and condition subject to normal wear and tear. The Lessee shall be entitled to use the Schedule Property only to run an educational institution and appropriate all such benefits accrued thereon for itself for a fixed lease period as agreed herein. However, the Lessee has agreed it shall not use or permit the use of the Schedule Property for residential purposes. The Lessee shall not store and/or keep any highly inflammable explosives material endangering human life and property in the Schedule Property.

The Lessee shall be at the Liberty to place the Name-Boards/Plates in or upon the place provided in such a manner to maintain the aesthetics of the Schedule Property.

The Lessee shall not stock any explosives or harmful gases etc., in the Schedule Property.

#### LESSORS' OBLIGATIONS:

The Lessee paying the rents hereby reserved and observing and performing the terms, conditions and covenants of the lease herein contained shall be entitled to quiet possession and peaceful enjoyment of the Schedule Premises without any manner of let, hindrance, interruption or disturbance by or from the Lessors, their heirs or by any person or persons claiming through under or in trust for the Lessors or their representatives.

V. 7 to [Signature]

[Signature]

[Signature]



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### HANDING OVER THE POSSESSION:

The Schedule Property is taken by the Lessee on "as is where basis is".

The Lessee shall deliver back the vacant possession of the Schedule Property to the Lessors immediately upon the expiry of the said term or on earlier termination if any, in good and tenantable conditions.

The Lessors hereby declare that they have marketable title to the Schedule Property and the Schedule Property is free from all encumbrance, charges and liens. The Lessors being the absolute owners have the power and authority to grant a lease of the Schedule Property.

### TRANSFER OF RIGHTS OF LESSOR

The parties herein agree that the LESSORS shall be entitled to transfer and assign the benefit of this Agreement in favour of any person or entity after giving One months prior notice in writing and subject to the LESSORS ensuring that the person or entity purchasing such right execute a fresh Agreement on the same terms and conditions set forth herein and the rights of the LESSEE as per this Agreement is not in any way prejudiced and upon specific assurance of the LESSORS.

### GENERAL CLAUSES

The LESSORS AND THE LESSEE shall ensure proper upkeep and maintenance of the premises.

(i) On the expiry of the lease, the LESSEE agrees to peacefully hand over vacant possession of the schedule premises to the LESSORS, subject to refund of security deposit as stated supra.

(ii) All modifications to the terms contained herein shall strictly be in writing by one Party and duly acknowledged by the other and such modified terms shall upon such acknowledgement be construed as a part and parcel of this agreement.

V. G. Prabhakar

[Signature]

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2016-2017

(iii) It is also agreed between the parties that legal possession and control of the LEASED PREMISES shall remain with the LESSORS and the LESSEE shall only be entitled to be the user of the LEASED PREMISES.

(iv) Any demand or notice to be issued to the respective Parties herein shall be sent by the Regd. Post with acknowledgement due to the respective Parties at the addresses mentioned herein above.

(v) Any change in address for communication shall be communicated in writing by either of the Parties hereto.

#### DETERMINATION OF LEASE

The Lease shall expire automatically at the end of the period of lease as provided for in this deed.

The LESSORS may option of terminate this lease, if any default is committed by the LESSEE in discharging any obligations imposed under this Deed including non-payment of rent for any two months.

#### SPECIFICATION OF THE BUILDING

The building shall have good elevation befitting the school building. The construction of the building shall be to the agreed specification, However the LESSEE shall be at liberty to change the specifications depending upon the ground realities and they shall be mutual decision of both the parties hereto in this regard. However, any such changes in the specifications or in the type of construction etc as required by the. LESSEE will be effected by the LESSORS, if and only if the- entire costs for such changes /modifications are borne fully by the LESSEE.

Platform & Boards: Each classroom shall have suitable elevated platform.

V. S. Prabhakar

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Toilets:	The LESSORS shall provide for requisite number of toilets.
Flooring:	Vitrified Flooring.
Staircase:	Stones slabs.
Electrical fittings	Reputed brand
Bath room fittings	Reputed brand
Compound:	Compound wall of 6 feet height shall be erected all around the Schedule Property.
Gates :	Two gates shall be provided at Suitable points to provide ingress and egress.
Open Space:	The open space shall be made use of by the Lessee for Parking of vehicles or as a play ground for the children.

### REPRESENTATIONS AND WARRANTIES

The LESSORS specifically represent and warrant as follows:

The LESSORS are legally entitled to grant the Schedule Property on lease to the LESSEE and that no other person or party has the right title or interest in the same.

The Schedule Property is not the subject of any encumbrance, charge, lien or negative rights of any nature whatsoever nor is the Schedule Property, the subject matter of any agreement for sale, lease or other transaction that may create any rights that could adversely affect tile right of the: LESSEE under this Agreement.

V. 9 for [Signature]

[Signature]

[Signature]



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2016-2017

## MISCELLANEOUS

### Notice:

- a) 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 part hereto.
- c). **WAIVER:** Failure of either party to exercise promptly any right herein 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.
- d) **Variation:** The LESSORS and the LESSEE hereto acknowledge 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) **Costs:** The entire stamp duty and costs expenses for registration of this Lease Deed shall be borne by the LESSEE only.

This is a draft, resolution/agreement, the final copy shall be signed by the parties before taking possession of the schedule premises.

### JURISDICTION:

The courts at Bangalore alone shall have the jurisdiction.

U. G. Krishnamurthy

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18 ನೇ ಪಟ್ಟಿ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 9527  
2016-2017

### SCHEDULE PROPERTY

All that piece and parcel of converted property measuring 2 Acres in Survey No. 50/1, converted vide No. ALN(EBB)SR56/16-17, dated 3-11-2016, issued by Deputy Commissioner, Bangalore District, Halehalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore. and bounded on the ;

East by :: Remaining portion of Survey No. 50/1  
West by :: Private Property  
North by :: Road  
South by :: Naidu Farm

IN WITNESS WHEREOF, the parties to this LEASE AGREEMENT, have signed and executed this LEASE DEED, on the day, month and year first above written.

WITNESSES:

1. *Hipalakshmi M*  
R. U. Nagar B'lore

*V. J. Anurag*  
LESSORS

2. *Praveen H B*  
K.R. Pura  
B'lore 36

*Praveen H B*  
LESSEE

Drafted by  
*Anjanamurthy*  
ANJANAMURTHY B.A, LLB.  
ADVOCATE  
Near Subregistrar Office  
K.R. Pura, Bengaluru - 36.