

THIS DEED OF LEASE MADE AND EXECUTED ON THIS, THE TWENTY THIRD DAY OF JUNE TWO THOUSAND TWENTY ONE (23.06.2021), AT BENGALURU

#### BY:

#### SRI.H. MANJURAMA SWAMY

Aged about 65 Years
S/o Late Sri. HanumantheGowda,
Residing at Thalaghattapura Village,
Kanakapura Main Road,
Uttarahalli Hobli,
Bengaluru South Taluk.

Hereinafter referred to as the LESSOR,

(which expression wherever it so requires shall mean and include all hisrespective heirs, legal representatives, administrators, executors and assigns etc)

### IN FAVOUR OF:

# SRI. MANJUNATHASWAMY VIDYANIKETHAN SOCIETY (R)

Registered No. 483/1994-95
Represented by its President and Secretary
Mr.Amruth Raj and Sri.ManjuramaSwamy
Thalaghattapura Village,
UttarahalliHobli,
Bengaluru South Taluk

Hereinafter referred to as the LESSEE,

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

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ MANJUNATHASWAMY VIDYANIKETHAN SOCIETY (R) Rep by its President Mr.Amruth Raj S/o H.Manjurama Swamy , ಇವರು 62040.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಡಿಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ತಲನ <u>್</u>	62040.00	Challan No CR0621003000269431 Rs.62040/- dated 21/Jun/2021
ಒಟ್ಟು :	62040.00	

ಸ್ಥಳ : ಜೆ.ಪಿ. ನಗರ

ದಿನಾಂಕೆ: 01/07/2021

Designed and Developed by C+DAO Pupe

ಉಪ-ನೋಂಡಣೆಗಳುತ್ತು ಯಕ್ತ ಅಧಿಕಾರಿ ಉಪ ನೋಡಬೇಕಾಡಿಕಾರಿ ಜಯನಗರ (ಜೆ. ಪಿ. ನಗರ) ಭಂಗಳೂರು





(which expression wherever it so requires shall mean and include all their respective heirs, legal representatives, administrators, executors and assigns etc)

## WITNESSETH AS FOLLOWS:

WHEREAS, the LESSOR is the absolute owner of the Land bearingSy. No. 41, measuring 1Acre 27guntas of landsituated at Mallasandra Village UttarahalliHobli, Bengaluru South Taluk, duly converted for Non-Agricultural residential purposes vide Order No. B.DIS/ALN (SR) 9/2001-02, dated 19.07.2001, by the Special Deputy Commissioner, Bengaluru District, Bengaluru with 21000sft of RCC Building comprised in Ground, First and Second floor, morefully described hereunder and hereinafter referred to as the Schedule Property.

WHEREAS, the Lessee, on the earlier occasion, by virtue of a Registered Lease Deed dated 12.09.2007, had acquired, in all, an extent of 4 acre 18 guntas of converted land, situated in Sy.No.1/4, 39/3, 40, 41 and 52. However, in order to meet the personal convenience, the Lessee requested the Lessor to effect cancellation of this Lease Deed dated 12.09.2007 as so much of land was not required by him, and accordingly, the Lessor and the Lessee together executed a Registered Cancellation Deed dated 21.04.2021. It is also the matter of fact that the existing building, in all measuring 21,000 sft comprised in (G+3) floors was in fact, constructed by the Lessee at his own cost, and that this building stands

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ಜೆ.ಪಿ. ನಗರ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಜಯನಗರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 01-07-2021 ರಂದು 01:36:52 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

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ಶ್ರೀ MANJUNATHASWAMY VIDYANIKETHAN SOCIETY (R) Rep by its President Mr.Amruth Raj S/o H.Manjurama Swamy ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

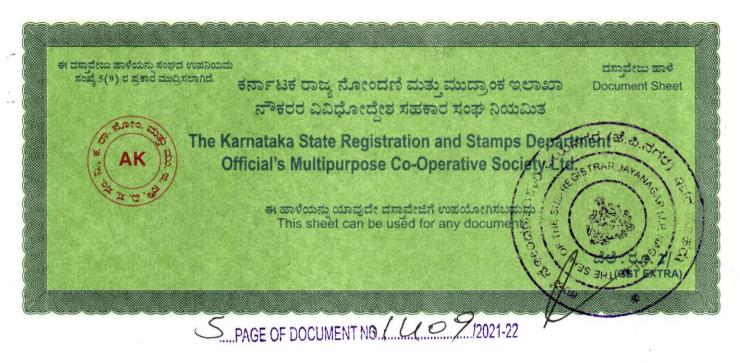
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ಉತ್ತಾರಿದ್ದಾಧಿಕಾರಿ ಜಲನಗರ (ಜೆ.ಪಿ. ನಗರ)

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2	MANJUNATHASWAMY VIDYANIKETHAN SOCIETY (R) Rep by its Secretary Sri. Manjurama Swamy . ಬಿನ್ Late Sri. Hanumanthe Gowda			SA.

್ಲು ಮೇಲ್ ದಣಾಧಿಕಾ ಜಯನಗರ (ಜೆ. ಪಿ. ನಗರ) ಚಂಗಳೂರು



in Sy. No. 41, and that the Lessee has also got the benefit of a huge play field in Sy. No. 41, and the same suits all the conveniences of the Lessee, and accordingly, the Lessee requested the Lessor to grant Lease of this alone property, measuring 1 Acre 20 guntas out of 1 Acre 27 guntas in Sy. No. 41 which is morefully described hereunder and hereinafter referred to as the **Demised Premises**, on a monthly rent basis. It is also agreed between the Parties that in future, if the Lessee intends to put up such further construction, the Lessor permits the same, at the cost and expenditure of the Lessee.

WHEREAS the Lessee is fully satisfied with respect to the building as constructed and completed with all fixtures as per their requirements, and as such, the Demised Premises, being fit for occupation, the Lessee has requested the Lessor to let out the Demised Premises on monthly rent for a period of 30 years from this date on the following terms and conditions:

## NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

## 1. TERM OF LEASE ,LOCK IN PERIOD AND POSSESSION

The duration of this Lease shall be 30 years from this date, and there shall be mandatory lock in period of 15 years from this date, and it is made clear that during this Lock in period of 15 years, either of the parties are estopped from terminating this Lease.

2. RENT AND REFUNDABLE SECURITY DEPOSIT

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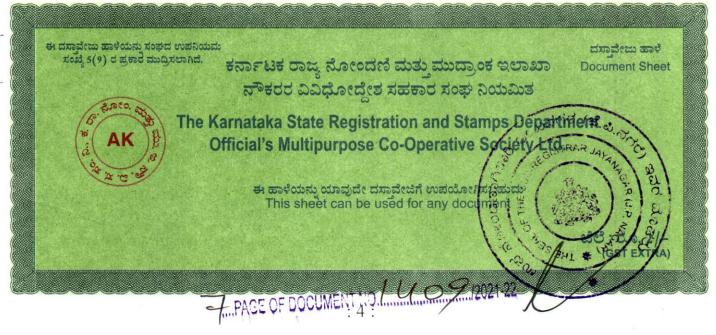
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ರಿಕಾಧೀಕಾದರಿ ಎಟ್ಟ್ ಡಲೀ (ರಗಡ .ಡಿ .ಟಿ) ರಗಡಿಯು ಬಿಎಳಿಗಾಟ



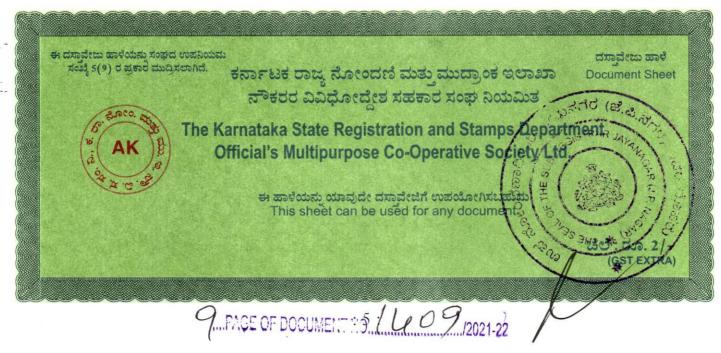
- (i) The Lessee shall pay monthly rent of a sum of Rs. 50,000/- in favour of the Lessor, which payment of rent shall be made good on or before 10<sup>th</sup> of every calendar month by way of account transfer to the account of Sri. H. ManjuramaSwamy (PAN No. AAKPH8463Q, Account No. 04922010016290, Syndicate Bank, Doddakallasandra branch. The taxes such as GST and any other tax that shall be levied by the Government on the Demised Premises with respect to the tenancy of the Lessee in the future shall be paid by the Lessee through the Lessor to the concerned authorities on and above the agreed rent of Rs.50,000/-.
- (ii) There shall be an escalation of rent by 5% on the previously paid rent every year, which means that the Lessee shall be liable to pay the enhanced rent.
- (iii) The Lessee has paid a sum of Rs. 5,00,000/-by way of cheque bearing No. 691074 dated 21.04.2021, drawn on SBI Bank, Raghuvanahalli Branchto the Lessor towards interest free Refundable Security Deposit on this day.
- (iv) The Security deposit shall be held by the Lessor without liability for interest and as security for the performance by the Lessee of the Lessee's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of the Lessor's damages in case of default by the Lessee. Unless otherwise provided by mandatory non waiver by law or regulation, the Lessor may comingle the Security Deposit with the other funds of the Lessor. The

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3	SRI.H.MANJURAMA SWAMY S/o Late Sri. Hanumanthe Gowda : (ಬರೆದುಕೊಡುವವರು)			Mary
4	GIRISH (ಒಪ್ಪಿಗೆ ಸಾಕ್ಷಿ)		30/10/16/18	M

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Lessor may from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrears of rent or to satisfy any other covenant or obligation of the Lessee hereunder. Following any such application of the Security Deposit, the Lessee shall pay to the Lessor on demand, the amount so applied in order to restore the Security Deposit to its original amount. If the Lessee is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by the Lessor to the Lessee. If the Lessor transfers its interest in the Demised Premises during the term of this Lease, the Lessor may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

The Lessor shall refund the Security Deposit at the time of the Termination  $(\mathbf{v})$ of this Lease after adjustments of any arrears of rent and other damages caused to the Demised Premises.

#### PRECAUTIONS AND USE 3.

Notwithstanding the foregoing, the Lessee shall not use the Demised Premises for the purposes other than the purposes agreed. The Lessee shall not store any explosives, inflammable items, or any other inherently dangerous substances, chemicals, thing or device in the Demised Premises, except those required for the normal running of the Educational institution and hostel facility. A Houri Roundyn'

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2	KUMAR KONANAKUNTE, BANGALORE	4000

ಉಪ ನೋಂದಣಾಧಿಕಾರ ಜಯನಗರ (ಜೆ. ಪಿ. ನಗರ) ಚಂಗಳೂರು



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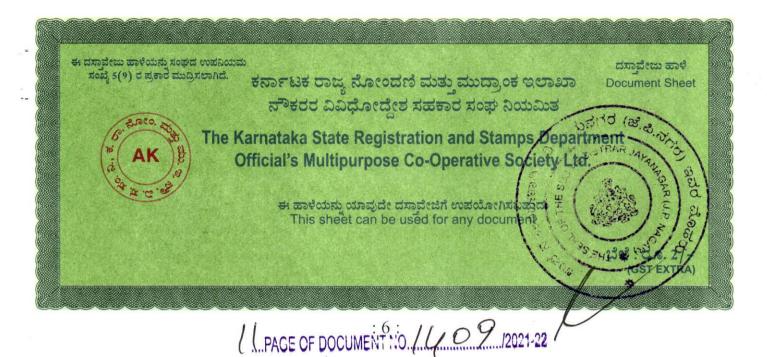
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ದಿನಾಂಕ 01-07-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ಉಪನೋಂದಗಾಧಿಕಾರಿ ಜಯನಗರ (ಜೆ.ಪಿ. ನಗರ )

Designed and Developed by C-DAC, ACTS, Pune

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### 4. SUB-LEASE AND ASSIGNMENT

The Lessee at no point of time shall not create any let or third part charge over the Demised Premises or any part thereof. However, the Lessee may create subtenancy or sub-lease over the Demised Premises or part thereof to any of their branches, offices or associates or subsidiaries or parent and they shall have the right to utilize the Demised Premises for any of its various needs, and any notice in this regard given by the Lessee to the Lessor is and shall be binding under these presents. The process of sub-tenancy or sub-lease shall be with mandatory written permission and concurrence of the Lessor.

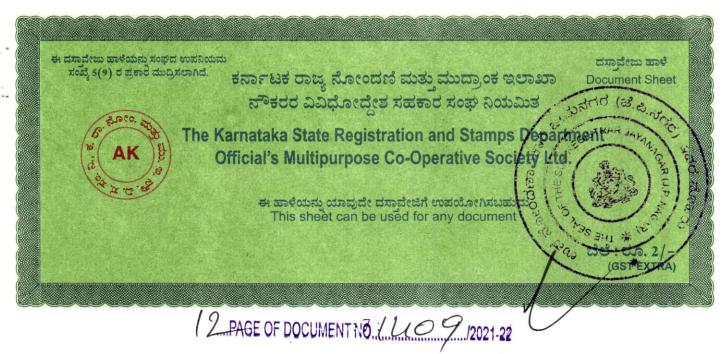
### 5. REPAIRS AND CONSTRUCTIONS

The Lessee has already physically inspected and is completely satisfied with the actual measurement of the Demised Premises along with its building measuring 21000sft. The Lessee is also at liberty to make constructions, additions or improvements to the building as necessary from time to time, as the Lessee deems fit and desirable, provided the same is done using good quality materials, and not cause damages in anyway whatsoever to the building already constructed.

### 6. PROPERTY TAXES

The Lessor and the Lessee understand that the Demised Premises consists of the building ad measuring 21000 sfts. The Lessee in the manner stated above, would make constructions, additions and improvements to the Demised

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Premises to suit his purposes. Accordingly, in this regard, the Lessee undertakes to pay the property Taxes, of the entire vacant area of the Demised Premises and also with respect to the buildings that are constructed in the Demised Premises.

### 7. ELECTRICITY AND WATER FACILITIES

The Lessee shall arrange for the required water facility at his own expense, and the Lessee shall also pay the monthly electricity charges to BESCOM without delay or default.

### 8. INSURANCE

If the Demised Premises, or any other part of the building so constructed is damaged by fire or other causes, resulting from any act or negligence of the Lessee, rent shall not be diminished or awaited while such damages are under repair, and the Lessee shall be solely responsible for the cost of repair not covered by the Insurance.

### 9. UTILITIES

The Lessee shall pay all charges for gas, electricity, telephone and other services and utilities used by them on the Demised Premises during the term of this Lease unless otherwise expressly agreed in writing by the Lessor.

### 10. ENTRY

The Lessor shall have the right to enter upon the Demised Premises at reasonable hours to inspect the same, by giving due notice to the Lessee. But the

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Lessor shall not unreasonably interfere with the Lessee's business on the Demised Premises.

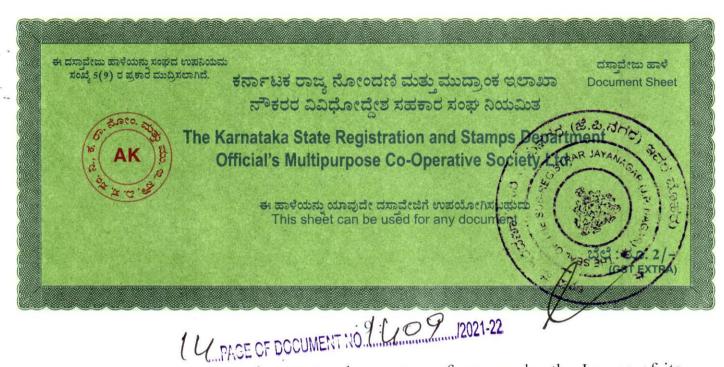
#### 11. DEFAULT

- (i) If default shall, at any time, be made by the Lessee in the payment of rent when due to the Lessor as herein provided, for a continuous period of 3 months, and if said default continues even after written Demand Notice thereof shall have been given to the Lessee by the Lessor, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by the Lessee, and such default, if it is continued for 30 days after notice thereof in writing to the Lessee by the Lessor without correction thereof, then having been commenced and thereafter diligently prosecuted, the Lessor may declare the term of this Lease ended and terminate by giving the Lessee a written Notice of such intention, and if possession of the Demised Premises is not surrendered, the Lessor may re-enter the Demised Premises.
- (ii) The Lessor shall have, in addition to the remedy above provided, any other right or remedy available to the Lessor on account of any default from the Lessee either in law or equity. The Lessor shall use reasonable efforts to mitigate its damages.

#### 12. QUIET POSSESSION

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The Lessor covenants and warrants that upon performance by the Lessee of its obligations hereunder, the Lessor will keep and maintain the Lessee in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Demised Premises during the term of this Lease.

#### 13. CONDEMNATION

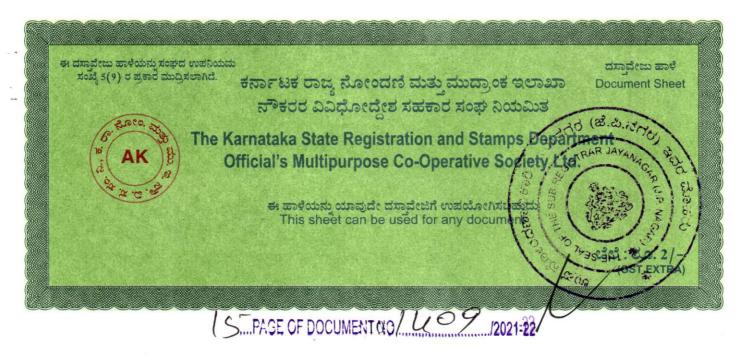
If any legally constituted authority condemns the Demised Premises or such part thereof, which shall make the Demised Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and the Lessor and the Lessee shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority. In such case, the Lessor shall return the Security Deposit within 15 days to the Lessee from the date of written intimation in this regard by the Lessee.

### 14. NOTICE

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent to the address mentioned above through RPAD, Speed Post, Courier, Certified Mail, return receipt requested, addressed as mentioned above. The Lessor and the Lessee shall each have the right from time to time to

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change the place of notice to be given under this Clause by written notice thereof to the other party.

#### 15. WAIVER

No waiver of any default of the Lessor or the Lessee hereunder shall be implied from any omission to take any action on account of such default, if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent stated therein. One or more waivers by the Lessor or the Lessee shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

### 16. HEADINGS

The Headings used in this Lease Deed are for the convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

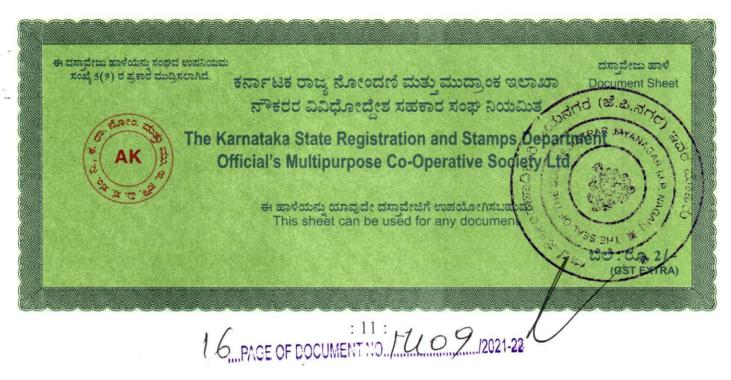
### 17. SUCCESSORS

The Provisions of this Lease Deed shall extend to and be binding upon the Lessor and the Lessee and their respective Legal representatives, successors and assigns.

18. CONSENT

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- (i) The Lessor shall not unreasonably withhold or delay its consent with respect to any matter for which the consent of the Landlord is required or desirable under this Lease.
- (ii) Towards the Northern Portion of the Demised premises, the Lessor has made a road measuring 22 feet in width and 225 feet in length, which road is the only access to lead to the remaining extent of his property. Hence, the Lessee undertakes that he shall in no way hinder or hurdle or cause trouble or block the said road in any manner whatsoever at any point of time during the lease period.

### 19. COMPLIANCE WITH LAW

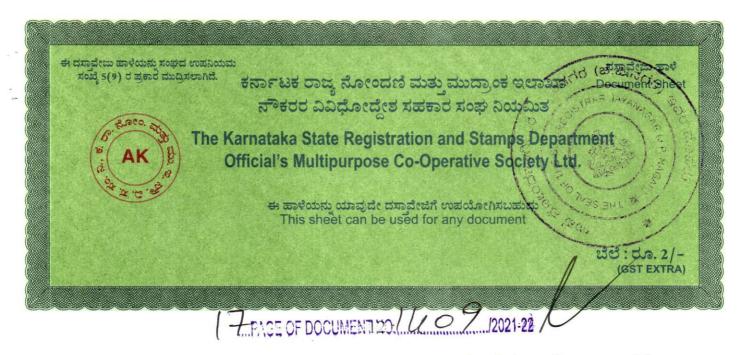
The Lessee shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to the Lessee's use of the Demised Premises. The Lessor shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Demised Premises.

### 20. OBLIGATIONS OF THE LESSOR

(i) The Lessor shall extend all support necessary to obtain all necessary regulatory clearances, as may be required from time to time, to enable the Lessee to operate the proposed School and Hostel Facility from the Demised Premises.

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(ii) The Lesseeshall further be solely responsible for fixing all structural issues which may arise as reasonably agreed by both parties during use of the Demised Premises by the Lessee.

#### 21. INDEMNITY

- (i) The Lessor has good title, rights and power to grant this lease of the Demised Premises to the Lessee. In case of any dispute over the rights/powers of the Lessor resulting in loss/damages to the Lessee to its day to day work or the goods stored on the Demised Premises or any of its personal working during such dispute, the Lessor shall indemnify and keep the Lessee indemnified at all times against all such loss/damages/claims etc.
- (ii) The Lessor hereby agrees to indemnify, from all claims and all direct losses, liabilities, obligations, damages, expenses and costs (including advocate fee) brought against or suffered by the Lessee, arising out of:
- a) A breach or non- performance by the Lessor of any of the conditions agreed upon herein.
- b) Wilful breach or non-performance by the Lessor of any statutory rule/s and regulation/s, notification issued by Central or State Government with respect to the Demised Premises.
- (iii) The Lessee shall indemnify the Lessor against all suits and claims arising out of the breach that may be committed by the Lessee of the terms and

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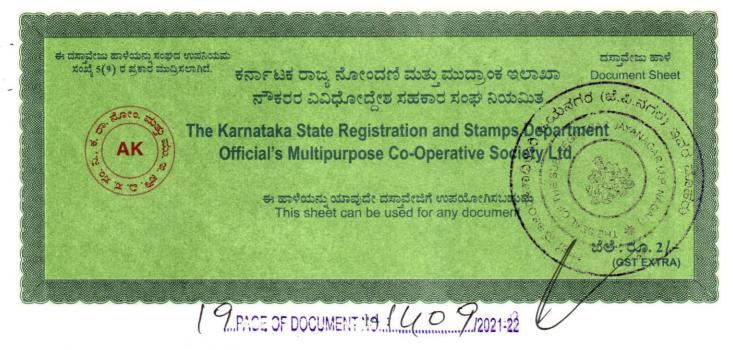
conditions of this Lease Deed with respect to the Demised Premises. Further, the Lessee shall peacefully occupy the Demised Premises and any nuisance or mishaps that were to happen in the Demised Premises would be at the sole risk of the Lessee, and the Lessee shall indemnify the Lessor against such nuisance or mishaps.

#### 22. ASSURANCES

- (i) The Lessor covenants that he does not intend to sell the Demised Premises, during the tenure of this Lease. However, in the future, if the Lessor intends to sell the Demised Premises during the tenure of this Lease, the Lessor shall, intimate the same to the Lessee in writing, and the Lessee shall not reasonably withhold his consent, to such alienation and in all probabilities, the Lessor shall ensure that the Lessee would not be put to any sort of trouble while enjoying the tenure of tenancy during the Lease Period, and in such an event of sale of the Demised Premises, the Lessee's interests are safeguarded in the manner as prescribed under the provisions of the Transfer of Property Act, in as much as the present Lease shall stand continued under the new ownership of such person who may purchase the Demised Premises.
- (ii) The Lessee undertakes to hand over the then existing structures, constructions, buildings in the Demised Premises, on "as is where is" condition at the time of vacating the Demised Premises, on termination of this Lease, and the Lessee hereby undertakes not to claim any value to the same.

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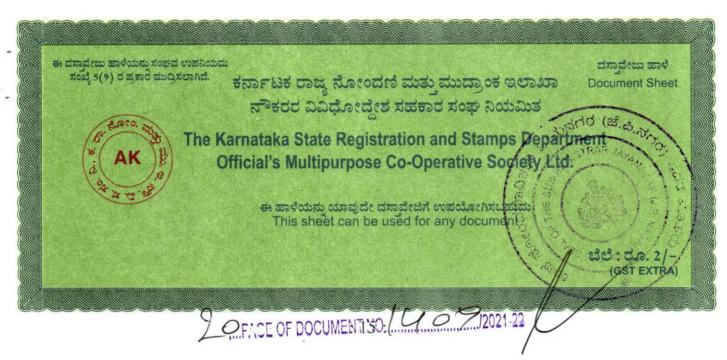


#### 23. TERMINATION

- (i) Notwithstanding anything herein contained, if the Lessee is dispossessed or is unable to carry on its business activities in the Demised Premises or any part thereof as a result of any legal or other proceedings or action against the Lessor for any reason whatsoever attributable to the act or omission of the Lessor, the Lessee is entitled to terminate this Lease with immediate effect without prejudice to its other rights under this Lease Deed. In such an event, the Lessor shall refund the Security Deposit paid by the Lessee immediately within 15 days of such termination. At the time of termination of this Lease Deed, the Lessee shall hand over the Demised Premises on "as is where is" condition, and the Lessee shall not claim any value for the building constructed in the Demised Premises.
- (ii) The Lessee undertakes that he shall alone run the Educational Institution and as such, the Lessor has utmost regards and confidence on the Lessee and for the same, the Lessor is not willing to grant this Lease to any other individual other than the Lessee.
- (iii) In other cases, the Lessee is entitled to terminate this Lease at any time by giving 3 months notice thereof after assigning the proper reason to the Lessor after the completion of the lock in period of 15 years. The Lessee shall serve written notice to the Lessor to the address mentioned in the Lease Deed by means of RPAD and through courier. The Lessor cannot terminate the

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agreement during the lease term except in case of breach of terms and conditions of this agreement. Further, on determination of this lease by efflux of time, if the Lessee does not hand over the vacant possession of the Demised Premises immediately within the maximum outer limit of 15 days from the date of such determination/termination of this Lease, the Lessee shall be liable to pay double the prevailing rent payable at that particular point of time.

#### 24. FORCE MAJEURE

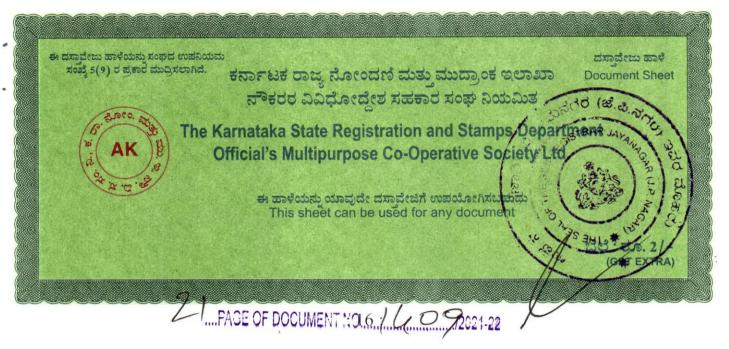
In case during the Lease term, the Demised Premises is destroyed or damaged by any force majeure conditions, such as earthquake, flood, storm, etc, becomes unfit for occupation or use, rent payable by the lessee to the Lessor shall be suspended till such time the Demised Premises becomes fit for tenancy. The expenses for such damages shall be borne by the Lessee for claiming insurance. The compound wall if damaged shall be repaired by the Lessor within reasonable time. In case if the Lessee exercises its option to terminate the Lease, the Lessor shall refund the Security Deposit after deducting dues, if any, within 15 days from such termination.

### 25. REGISTRATION AND STAMP DUTY

(i) The original Lease Deed shall be in the possession of the Lessee and the Lessor shall retain certified copy of this Registered Lease Deed.

p. Jan 4

A. Hill w

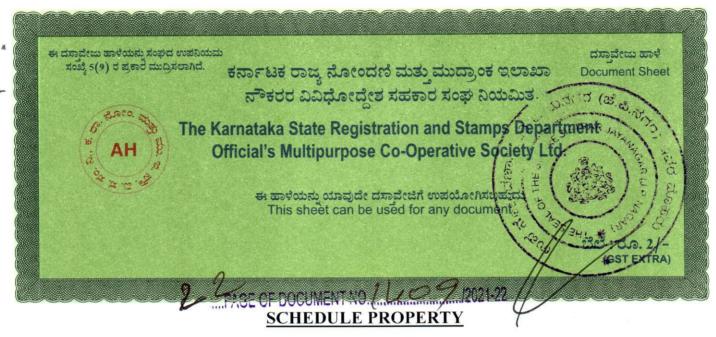


- before the concerned Sub-Registrar's office within 3 days from the date of execution of this Lease Deed, with a maximum outer limit of 10 days from the expiry of the 3<sup>rd</sup> day, failing which this Lease Deed shall automatically be deemed to be terminated. If the reason is attributable to the Lessee, the Lessor shall refund the Security Deposit after deducting 1 month rent. If the reason is attributable to the Lessor, the Lessee shall be entitled to recover along with the Security Deposit, 1 month rent from the Lessor.
- (iii) The Stamp Duty, Registration expenses and the Advocate Fee with respect to this Deed shall be borne by the Lessee.

## 26. **DISPUTE RESOLUTION**

In case of any dispute arising out of this Lease, the same shall be resolved by mutual discussion between the parties at the first instance, failing which the aggrieved party shall be entitled to approach the competent court of law for appropriate relief within the exclusive jurisdiction of Bengaluru Courts only. The dispute may also be referred to Arbitration under the provisions of the Arbitration and Conciliation Act, 1996. Either of the parties are entitled to cause Notice for appointment of Arbitrator and also invoke Section 11 of the Act for getting a Sole Arbitrator appointed as per law. The parties are at liberty to choose any method of resolving the dispute.

to Jan 1



All that piece and parcel of portion of the Property situated in Sy. No. 41, Mallasandra Village, Thalagattapura Post, Kanakapura Road, Uttarahalli Hobli, Bengaluru South Taluk, measuring 1 Acre 27 guntas, converted vide Vide Order No. B.DIS/ALN (SR) 9/2001-02, dated 19.07.2001, by the Special Deputy Commissioner, Bengaluru District, Bengaluru, including a school building constructed by the Lessee, consisting of (G+3) floors, and inclusive of a field, and bounded on the:

East by: Land belongs to Manjurama Swamy, and Road

West by: Land belongs to Vinaya Reddy in Sy. No. 39/1

North by: Road and Land belonging to Kenchappa

South by: Land belongs to Manjurama Swamy in Sy. No. 39/3, and Land

belonging to Amruth Raj in Sy. No. 1/4

#### **DEMISED PREMISES**

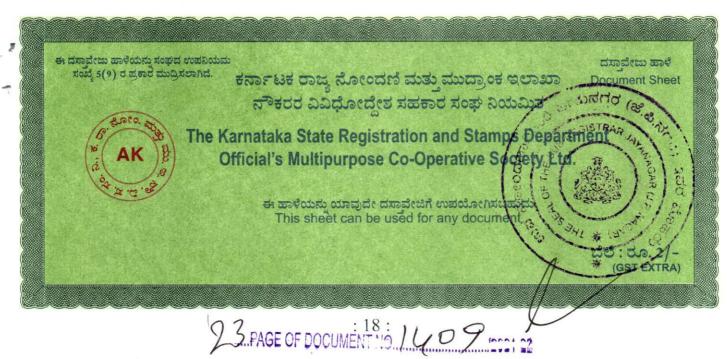
All that piece and parcel of 1 Acre 20 guntas out of 1 Acre 27 guntas of the Schedule Property, which is bounded on the:

East by: Remaining portion of Land belonging to Manjurama Swamy, and

Road

West by: Land belongs to Vinaya Reddy in Sy. No. 39/1

10. Jun 4



Road and Land belonging to Kenchappa North by:

Land belongs to ManjuramaSwamy in Sy. No. 39/3, and Land South by:

belonging to Amruth Raj in Sy. No. 1/4

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CORRECTLY UNDERSTOOD THE RECITALS OF THIS DEED AND OUT OF THEIR FREE WILL AND CONSENT, HAVE SUBSCRIBED THEIR SIGNATURES ON THIS DEED, ON THIS, THE TWENTY THIRD DAY OF JUNE TWO THOUSAND TWENTY ONE (23.06.2021), IN THE PRESENCE OF THE **FOLLOWING WITNESSES:** 

WITNESSES

MOHANG. M. Sel alagathoprod News Red B-109 (GIRISH, M

Ranaleo pro

DRAFTED

Advocate & Notary # 93/2, 8th Main, 3rd Block, T. R. Nagar, Bengaluru - 560 028

Mob: 9845324777