

I - 4109/2014-15

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕರ್ನಾ 152 ಮುನೋಮು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

DEED OF LEASE 19 ನೇ ಫಸ್ಟ್ ಪೇಜ್ 4109 ನೇ ದಸ್ತಾವೇಜು
ಹಾಳೆಗಳನ್ನು ಇದು 1 ನೇ ಪೇಜ್

This Deed of Lease is made and executed on this the **25th Day of September 2014**, in
Ranebennur

BY

M/s. Arka Eduserve Private Limited, having its registered office at MATS Towers,
319, 17th Cross, 25th Main, 6th Phase, J.P.Nagar, Bangalore - 560078 and Corporate
office situated at No.91/2, Dr.A.N.Krishna Rao Road, V.V. Puram, Bangalore - 560004
(PAN : AAHCA 3289P) represented by its Managing Director **Sri. R. CHENRAJ JAIN**,
through Registered General Power of Attorney Holder **Mr.SANDEEP M.JAIN**, (PAN No:
BJAPS4493K), Registered GPA bearing No.**CMP-4-00277-2014-15** hereinafter referred
to as the "the Lessor" (which expression shall unless repugnant to the context mean
and include his legal heirs, legal representatives, Successors, and permitted assignees)
of the one part.

(GPA Holder)

(GPA Holder)



Print Date & Time : 07-10-2014 04:11:12 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 4109

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್ ರಾಣಿಬೆನ್ನೂರು ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 07-10-2014 ರಂದು 03:59:14 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	40000.00
2	ಸ್ಯಾನಿಂಗ್ ಫೀ	770.00
3	ಪರಿವರ್ತನಾ ಶುಲ್ಕ	70.00
4	ಪರಿಶೋಧನೆ ಮತ್ತು ಪರಿವೀಕ್ಷಣೆ	35.00
	ಒಟ್ಟು :	40875.00

ಶ್ರೀ ಅರ್ಕಾ ಏಜುಕೇಷನಲ್ ಮತ್ತು ಕಲ್ಟರಲ್ ಟ್ರಸ್ಟ್ ಬೆಂಗಳೂರು ಇದರ ಪರವಾಗಿ ಟ್ರಸ್ಟಿ ಐ.ಜಿ. ಸಿಂಘವಿ ಇವರ ಜಿ.ಪಿ.ಎ.ಹೊಲ್ಡರ್ ಶಾಶ್ವತ. ಕೋರಿಶೆಟ್ಟರ. ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ ಅರ್ಕಾ ಏಜುಕೇಷನಲ್ ಮತ್ತು ಕಲ್ಟರಲ್ ಟ್ರಸ್ಟ್ ಬೆಂಗಳೂರು ಇದರ ಪರವಾಗಿ ಟ್ರಸ್ಟಿ ಐ.ಜಿ. ಸಿಂಘವಿ ಇವರ ಜಿ.ಪಿ.ಎ.ಹೊಲ್ಡರ್ ಶಾಶ್ವತ. ಕೋರಿಶೆಟ್ಟರ.			

(Signature)
ಉಪರಜಿಸ್ಟ್ರಾರ್
 ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್
ರಾಣಿಬೆನ್ನೂರು

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	ಅರ್ಕಾ ಏಜುಕೇಷನಲ್ ಮತ್ತು ಕಲ್ಟರಲ್ ಟ್ರಸ್ಟ್ ಬೆಂಗಳೂರು ಇದರ ಪರವಾಗಿ ಟ್ರಸ್ಟಿ ಐ.ಜಿ. ಸಿಂಘವಿ ಇವರ ಜಿ.ಪಿ.ಎ.ಹೊಲ್ಡರ್ ಶಾಶ್ವತ. ಕೋರಿಶೆಟ್ಟರ. . (ಬರೆಸಿಕೊಂಡವರು)			
2	ಮೇ ಅರ್ಕಾ ಏಜುಕೇಷನಲ್ ಪ್ರೈವೇಟ್ ಲಿ. ಇವರ ಪರವಾಗಿ ಮ್ಯಾನೇಜಿಂಗ್ ಡೈರೆಕ್ಟರ್ ಚೇನರಾಜು ಜೈನ್ ಇವರ ಜಿ.ಪಿ.ಎ.ಹೊಲ್ಡರ್ ಸಂದೀಪ ಎಮ್. ಜೈನ್ . (ಬರೆದುಕೊಡುವವರು)			

(Signature)
ಉಪರಜಿಸ್ಟ್ರಾರ್
 ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್
ರಾಣಿಬೆನ್ನೂರು

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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Total stamp duty paid Rs.

IN FAVOUR OF

೪ನೇ ಪುಸ್ತಕದ 4109ನೇ
ದಸ್ತಾವೇಜಿನ ೨ನೇ ಹಾಳೆ

ARKA EDUCATIONAL & CULTURAL TRUST, an educational and cultural trust, having its registered office at 91/2, Dr. A. N. Krishna Rao Road, V.V. Puram, Bangalore-560 004, (PAN:AACTA7936K) represented herein by its Trustee **Sri. INDERCHAND J.SINGHAVI**, aged 62 years through Registered General Power of Attorney Holder **Mr. SHASWATH KORISHETTAR**, (PAN No: BEGPK1641L), Registered GPA bearing No.**CMP-4-00274-15** hereinafter referred to as "the Lessee" (which expression unless repugnant to the context shall mean and include its successors-in-interest and assigns) of the other part.

WITNESSETH:



ARTICLE 1: PREAMBLE

1.1. WHEREAS the Lessor represents that he is the absolute owner of the immovable property at Village: Chalgeri, Tehsil: Ranebennur, District: Haveri, State: Karnataka,

Shastri
(GPA HOLDER)

Singavi
(GPA HOLDER)

ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	ಆರ್.ಬಿ.ನಾಯ್ಕ. ರಾಣೇಬೆನ್ನೂರ	
2	ಎಸ್.ಆರ್.ಪಾಟೀಲ. ಐರಣಿ	


 ಗುಪ್ತನೋಂದಣಿಧಿಕಾರಿ
 ರಾಣೇಬೆನ್ನೂರ




1 ನೇ ಪುಸ್ತಕದ ವಸ್ತಾವೇಜು
 ನಂಬರ RNR-1-04109-2014-15 ಆಗಿ
 ಸಿ.ಡಿ. ನಂಬರ RNRD222 ನೇ ಧರಲ್ಲಿ
 ದಿನಾಂಕ 07-10-2014 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ


 ಗುಪ್ತನೋಂದಣಿಧಿಕಾರಿ
 ಸಬ್ ರೆಜಿಸ್ಟ್ರಾರ್ / ರಾಣೇಬೆನ್ನೂರ

7 OCT 2014

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
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ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ
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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

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Date of execution

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Total stamp duty paid Rs.

2ನೇ ಪುಸ್ತಕದ 4107ನೇ
ದಸ್ತಾವೇಜಿನ 3ನೇ ಹಾಳೆ
measuring **5 Acres & 10 Guntas** bearing Survey No.: 350/2A+2B/2
and 350/2A+2B/3A (hereinafter referred to as 'Immovable property')

1.2. AND WHEREAS The lessor has constructed a building in the said manner

A Wing – 30000 Sq. Ft. with G+2 Floors.


1.3. AND WHEREAS The Lessee is looking to lease a premises for the purpose of running an educational institution. The Lessor has approached the Lessee and represented that he is willing lease Immovable Property.

1.4. The Immovable Property together with the Building shall hereinafter be referred to as the "Demised Premises".

ARTICLE 2: GRANT OF LEASE AND HANDOVER

2.1. The Lessor hereby grants to the Lessee and the Lessee hereby accepts from the Lessor a lease of all that piece and parcel of Demised Premises mentioned in Article 1 hereinabove and more fully and particularly described in Article 3 herein below and handover the demised premises.


(GPA HOLDER)


(GPA HOLDER)



ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ ಅರ್ಕಾ ಏಜುಕೆಷನಲ್ ಮತ್ತು ಕಲ್ಟರಲ್ ಟ್ರಸ್ಟ್ ಬೆಂಗಳೂರು ಇದರ ಪರವಾಗಿ ಟ್ರಸ್ಟಿ ಐ.ಜೆ. ಸಿಂಘವಿ ಇವರ ಜಿ.ಪಿ.ಎ.ಹೊಲ್ಡರ್ ಶಾಶ್ವತ ಕೋರಿತೆಟ್ಟರ. , ಇವರು 78000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಪೇ ಆರ್ಡರ್	78000.00	ಡಿ.ಡಿ.ನಂ 440457, ಕರ್ನಾಟಕ ಬ್ಯಾಂಕ ಲಿ, ರಾಣಿಬೆನ್ನೂರು ದಿ 7/10/2014
ಒಟ್ಟು :	78000.00	

ಸ್ಥಳ : ರಾಣಿಬೆನ್ನೂರು

ದಿನಾಂಕ : 07/10/2014


ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ
ರಾಣಿಬೆನ್ನೂರು

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕರ್ನಾ 152 ಮುನೋಮು 2003
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ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ
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ತೆರಿಗೆ



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

ARTICLE 3: DESCRIPTION OF THE PROPERTY

I ನೇ ಪುಸ್ತಕದ 4109 ನೇ
ದಸ್ತಾವೇಜಿನ 4 ನೇ ಹಾಳೆ

All that piece and parcel of land bearing **Survey No: 350/2A+2B/2** measuring 3 Acres & 8 Guntas **and 350/2A+2B/3A** measuring 2 Acres & 2 Guntas, Total admeasuring to **5 Acres & 10 Guntas**, situated at Village: Chalgeri, Tehsil: Ranebennur, District: Haveri, State: Karnataka, bounded on the

North By: NH4 Service Road
East By: Land belonging to Karigoudar
South By: Road.
West By: Land belonging to Manjanna Nagenhalli

The schedule property comprises of building in the said manner

A Wing – 30000 Sq. Ft. with G+2 Floors.

The schedule property also comprises of compound wall, septic tank, sump, drainage facilities & Paver block Road.

ARTICLE 4: TERM, LOCK IN PERIOD AND TERMINATION OPTION

4


(CPA HOLDER)



(GPA HOLDER)

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
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Government of Karnataka

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

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1ನೇ ಪುಸ್ತಕದ 4109 ನೇ
ದಸ್ತಾವೇಜಿನ 5 ನೇ ಹಾಳೆ

4.1. Term

The term of the lease shall be for a period of **30 years** commencing from
24.09.2014 and ending on ~~23-09-2044~~ **23-09-2044**


4.2 Lock in Period

The Lessor and Lessee shall have no right to terminate this Agreement for a
period of 5 years from the Rent Commencement Date (hereinafter referred to
as the 'Lock in period')

4.3. Termination option

The Lessor shall not have a right to terminate this Lease during the Lock in
period for any reason whatsoever. In the event the Lessee commits breach of
any of its terms herein then Lessor may issue a notice clearly indicating the
breach and calling upon the Lessee to rectify/remedy the same within four
(4) months from the date of receipt of such notice. Under no circumstances
shall the Lessor terminate the Lease during the Lock in Period or during the
Academic year. The Lessor may terminate this lease agreement, for no
cause, only after the lock-in-period, by giving prior written notice of 2 years
to the Lessee. Under no circumstances shall the Lessor terminate the Lease
during the Academic year


(CPA HOLDER)


(GPA HOLDER)

5

23-09-2014
23-09-2044

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
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ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

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Registration and Stamps Department

ಚೆಲೆ : ರೂ. 2/-

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Total stamp duty paid Rs.

ARTICLE 5: RENT AND DEPOSIT

ಈ ನೇ ಪುಸ್ತಕದ 4409 ನೇ
ದಸ್ತಾವೇಜಿನ 6 ನೇ ಹಾಳೆ

5.1. Rent

5.1.1. The monthly rent is payable by the Lessee to the Lessor from the Rent Commencement Date.

5.1.2. The Lessee shall pay a rent of Rs. 42000/- per month for the carpet area of the Building constructed on the Immovable Property. "Carpet Area" shall mean and include clear inside areas (excluding external walls and external columns) of Building, toilets, air handling unit rooms ("AHUs"), electrical rooms, inside partition walls and any areas of the Building constructed on Demised Premises usable exclusively by the Lessee.

5.1.3. Lessee shall provide a Deposit of Rs.2000000/-

5.2. Escalation of Rent

[Signature]
(CPA HOLDER)

[Signature]
(CPA HOLDER)

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕಂ 152 ಮುನೋಮು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

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Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

7ನೇ ಪುಸ್ತಕದ 4109ನೇ
ದಸ್ತಾವೇಜಿನ 7ನೇ ಹಾಳೆ

5.2.1. During the Term, after the expiry of every thirty six (30) months, from the Rent Commencement Date the rent shall be escalated by 3% over the Rent paid immediately preceding month.

ARTICLE 6: LESSEE'S REPRESENTATION AND COVENANTS

The Lessee represents warrants and covenants to the Lessor as follows:

- a. It shall promptly perform and comply with all the terms and conditions of the Lease Deed. It shall maintain the Building and Premises in reasonable good condition, regular wear and tear excepted.
- b. It shall regularly pay the Rentals, charges for consumption of electricity and water in the manner contemplated in this Lease Deed.
- c. The Lessee shall carry out day to day maintenance and repairs to the interiors of the Building. The day to day repairs and maintenance to the Building includes but not limited to flooring, painting, plumbing including sanitary fixtures, electrical works etc. It is clarified that the Lessee shall not be responsible for repairs and maintenance related to the super/permanent structure of the Building and the same shall be carried out solely by the Lessor.

[Signature]
(CAPA HOLDER)

[Signature]
(GPA HOLDER)

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d. Keep the Demised Premises in good order conditional to normal wear and tear and excluding any damage by fire, flood, earthquake, war, riots, civil commotion or acts of God.

e. Any additions, modification or alterations, to the permanent structure of the Building shall be by mutual consent of the parties.

ARTICLE 7: LESSOR'S REPRESENTATIONS AND COVENANTS

The Lessor hereby represents and warrants that:

- The Lessor is the lawful owner having the right, interest and marketable title and power to grant this lease of the Demised Premises to the Lessee.
- The Lessor represents that he has procured all permissions from relevant authorities to make the Demised Premises fit to be used for the purpose of operation of educational institution. The Lessor undertakes to provide to the Lessee all the documentation/approvals pertaining to (i) conversion of Land to enable Lessee to run an educational institution, (ii) Layout formation (iii) Building plan (iv) Fire department (v) electricity and water connections from (vi) any other approval /sanctions/licence that the Lessor may be required to procure for the purpose of construction of the Building.

[Signature]
(CPA HOLDER)

[Signature]
(CPA HOLDER)

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- c. During the Term the Lessor shall ensure that the Lessee enjoys quiet, unhindered and peaceful possession of the Demised Premises without any hindrance by the Lessor or any party claiming through or under the Lessor.
- d. During the term of the lease, the Lessor will pay all municipal taxes and assessments and outgoings imposed or payable in respect of the Demised Premises to the relevant authority.
- e. The Lessor shall keep the Premises and the Building adequately insured.

ARTICLE 8: ASSIGNMENT AND/OR SUBLETTING

8.1. The Lessee shall be entitled to assign, sublet/sub-lease, the Demised Premises to any of its Affiliates with intimation to the Lessor. 'Affiliate' of either party shall mean and include a company, corporation, association or other entity, which directly or indirectly, controls, or is controlled by or is under common control with either party, such control being exercised by the controlling entity through its ability to direct the management and policies of the controlled entity through ownership of voting shares of the controlled entity.

Pratae
(GPA HOLDER)

Sanjain
(GPA HOLDER)

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ದಸ್ತಾವೇಜಿನ 10ನೇ ಹಾಳೆ

8.2. The Lessee shall provide the Lessor with necessary document to indicate that the assignee or sub Lessee is an Affidavit.

8.3. In case the Lessee desires to sub-lease or assign the Premises and Building or any part thereof to a third party, the Lessee shall obtain prior written permission of the Lessor, which permission shall not be withheld unreasonably.

ARTICLE 9: USE, COMPLIANCE WITH LAW AND INDEMNITY

9.1. Use

The Lessee shall use the Demised Premises for the purpose of setting up and operating an educational institution and for any other ancillary purposes relating to the same.

9.2. Compliance with law

The Lessor and the Lessee hereby agree to comply with the relevant laws as may be applicable. The Lessor represents that the Demised Premises can be used by the Lessee for the Purpose of setting up and running an educational institution.

9.3. Indemnity

[Signature]
(UPA HOLDER)

[Signature]
(GPA HOLDER)

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9.3.1. The Lessor and the Lessee shall indemnify and hold each other harmless from and against any and all liabilities, claims and/or losses of any kind arising, resulting from their non observance or breach of the terms of this lease.

9.3.2. The Lessor and the Lessee shall also indemnify and hold each other harmless from and against any and all liabilities, claims and/or losses of any kind arising, resulting from their non observance or breach of the prevalent applicable Laws.

9.3.3. The indemnifying party shall indemnify the indemnified party from any and all costs and expenses incurred in connection with the enforcement of this section.

9.3.4. Limitation of Liability : Notwithstanding any other provisions contained herein, neither party shall be liable to the other for any special, indirect, incidental or consequential damages or for any loss of anticipated revenue or of profits

9.3.5. Indemnity regarding Lessor's Title : The Lessor shall indemnify, defend and hold harmless the Lessee, from any claims, demands, actions, damages, liabilities pertaining to the absolute title of the Lessor to the Demised Premises and from any statutory levies payable towards the same. The Lessee shall be entitled to all direct and indirect damages arising out of any defect in the Lessor's absolute title to the Premises.

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[Signature]
(GPA HOLDER)

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(GPA HOLDER)

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ಧನ್ಯವೇಷನ 12 ನೇ ಹಾಳೆ

ARTICLE 10: INSURANCE

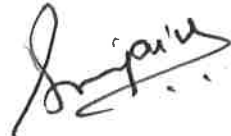
10.1. The Lessor shall maintain "All Risk Property Insurance" and keep the Demised Premises and the equipments installed by Lessor with a reputable insurance company in such value equal to the replacement cost of the Demised Premises for loss or damage by fire, storm, earthquake, riot and such other natural disasters.

10.2. In the event of any damage or destruction to the Demised Premises, the Lessor shall reinstate Demised Premises in accordance with the sanctioned plans, sections, elevations and specifications provided by Lessee and or the architects and shall provide the Lessee the building reasonably equivalent to that which is handover by Lessor.

ARTICLE 11: REAL PROPERTY TAXES

The Lessor shall pay all present and future taxes, assessments, cess, other charges and all outgoings imposed or levied upon in respect of the Demised Premises by any local, state or central government authorities.


(CAPA HOLDER)

12

(GPA HOLDER)

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Total stamp duty paid Rs.

ARTICLE 12: QUIET ENJOYMENT

The Lessor warrants that he has the full right and authority to execute this Deed of Lease and to grant the lease of the Demised Premises to the Lessee for the use of Demised Premises as mentioned herein and that the Lessee, upon payment of the rent and performance of the covenants herein contained, can peacefully hold, possess and enjoy the Demised Premises during the full term of this lease and any extensions thereof, without any interruption, disturbance, obstruction, or interest for claims or demands whatsoever by the Lessor or any persons claiming as such on behalf of the Lessor.

ARTICLE 13: LESSEE'S RIGHT OF ACCESS


The Lessee shall have 24 hours access to and from the Demised Premises at all times during the term of the lease without any hindrance, obstruction or interruption from or by the Lessor.

ARTICLE 14: SURRENDER OF PROPERTY

14.1. Upon the expiration or termination of this lease, the Lessee shall pay all charges for the consumption of electricity and water up to that date and at its own expense remove the Lessee's goods and effects and those of the persons claiming under the Lessee and shall hand over the vacant possession of the Demised Premises.

13


(GPA HOLDER)


(GPA HOLDER)

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14.2. In the event any damage is caused to the Building at the time of surrender of the Demised Premises to the Lessor, the Lessee shall either rectify the damages at its cost or quantify the damages and pay the Lessor for repairs of those damages. In the event Lessee and Lessor do not agree on the quantification of damages then Lessee shall appoint a third party independent valuer who shall be an expert in valuation, to assess the extent of damages and the damages shall be paid as per the report of the independent third party valuer and the premises shall not be disturbed until such time the damages are assessed and quantified by the independent third party. The cost of such independent third party valuer shall be borne equally by Lessor and Lessee.

ARTICLE 15: TRANSFER OF THE DEMISED PREMISES

In the event of the Lessor desiring to sell the Demised Premises, the Lessee shall have the right of first refusal in respect of the whole of the Demised premises. If the Demised Premises is sold to a third party, subject to the Lessee's right of first refusal, the Lessee shall be entitled to continue in the Demised Premises on the same terms and conditions and the Lessor shall inform in writing to such purchaser/assignee of the leasehold rights of the Lessee herein and the Lessee shall attorn tenancy in favor of the new purchaser/assignee on the same terms and conditions contained in this agreement on receipt of attornment from the Lessor. The Lessor shall ensure that upon the Lessee attaining tenancy as aforesaid, the new Purchaser/ Assignee shall be bound

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[Signature]
(GPA HOLDER)

[Signature]
(GPA HOLDER)

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕೆ.ಆರ್. 152 ಮುನೋಮು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

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ದಸ್ತಾವೇಜಿನ 1510 ನೇ ಹಾಳೆ

by the terms of this Agreement required to be observed and performed by the Lessor.
In any such event, the continuation of the lease by the Lessee shall be deemed to be
uninterrupted honouring of the Lease.

ARTICLE 16: FORCE MAJEURE

If the performance by either party of its obligations under this Agreement is prevented,
restricted or interfered with by reasons of fire, war or other violence, any law or any
regulation of any government, act of God or any act or condition whatsoever beyond
the reasonable control of such party (each such event will be treated as Force Majeure
event) then such party shall be excused from such performance to the extent of such
prevention, restriction or interference, provided however that such party shall give
prompt written notice within a period of 15 days from the date of occurrence of such
force majeure event, providing a description of the same.

ARTICLE 17: GENERAL PROVISION

17.1 Waiver of Breach

No failure by either of the parties to perform any covenant, term or condition or
provision of this Deed of Lease or to exercise any right or remedy consequent upon a
breach of this Deed of Lease shall constitute a waiver of any such breach or of such

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(CPA HOLDER)

(CPA HOLDER)

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕಂ 152 ಮುನೋಮು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

ಒಟ್ಟು ಪುಸ್ತಕದ 4109 ನಂ
ದಸ್ತಾವೇಜಿನ 16 ನಂ ಹಾಳೆ

covenant, term or condition or provision. No waiver of any breach shall affect or alter this Deed of Lease, but each and every covenant, condition, term of this Lease shall continue in full force and effect other than the existing or subsequent breach.


17.2 Modification

This Deed of Lease shall not be altered or modified except in writing that the parties herein affix their signature to.

17.3 Signing Authority

As a condition to the performance of the obligations undertaken, the Lessor shall deliver to the Lessee, the copy of the title deed, latest Katha Certificate and latest tax paid receipts to show that they are owners having authority to sign this Deed of Lease and the Lessee shall deliver to the Lessor, the authorisation letter or such other document to show that he/she has authority to sign this Deed of Lease

17.4 Stamp Duty and Registration


(CPA HOLDER)



(CPA HOLDER)

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕರ್ನಾಟಕ 152 ಮುನೋಮು 2003
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ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
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ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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Total stamp duty paid Rs.

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ದಸ್ತಾವೇಜಿನ 17 ನೇ ಹಾಳೆ

The Parties agree that they shall equally bear and share the stamp duty and registration fee payable on this Lease Deed, including miscellaneous charges incidental thereto, for the registration of this Lease Deed with the concerned office of the Sub-Registrar. The Parties shall however bear their own respective legal expenses.

17.5 Arbitration

The parties agree that any differences and disputes arising out of or in connection to or with this Agreement shall first attempt to settle amicably. Failing which, the same shall be referred to arbitration to be settled as per the Arbitration and Conciliation Act 1996. The Lessor agrees that Lessee shall appoint a single arbitrator for this purpose. The venue of arbitration shall be Ranebennur.

17.6 Jurisdiction

Courts in Ranebennur alone shall have jurisdiction to try and dispose of any proceedings concerning this document and the lease created herein.

17.7 Notice

Any notice required to be served on the Lessor by the Lessee shall be deemed to have been served if the same is sent by Registered Post Acknowledgement Due to the Lessor at his ordinary place of business as given in the preamble above or to any other

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[Signature]
(GPA HOLDER)

[Signature]
(GPA HOLDER)

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
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ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

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Registration and Stamps Department

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Date of execution

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Total stamp duty paid Rs.

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address as may be notified by him and any notice required to be served on the Lessee by the Lessor shall be deemed to have been served if the same is sent by Registered Post Acknowledgement Due to the Lessee at the address given in the preamble above. Any change in the above mentioned address will communicated by each party to the other.

17.8 Headings and Interpretation

The headings appearing in this Agreement are inserted only for convenience and in no way do they define, limit or describe the scope or the intent of the sections or clauses of the Agreement and have no effect on this Agreement. Any reference to the singular or plural number shall be deemed to include the plural or singular number respectively and words using the masculine gender only shall include the feminine or neuter gender and vice versa as the case may be.

17.9 Severance

If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legally and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

[Signature]
(GPA HOLDER)

[Signature]

(GPA HOLDER)

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
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ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

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Total stamp duty paid Rs.


ಇ-ನೇ ಪುಸ್ತಕದ 4109 ನೇ
ದಸ್ತಾವೇಜಿನ 19 ನೇ ಹಾಳೆ

This agreement supersedes all previous understandings, agreements or undertaking entered into between the parties.

IN WITNESS WHEREOF, the parties hereto have set their respective hands to these presents on the day, month and year first above written.


Signed and delivered by the said


(Lessor)
CGPA Holder


(Lessee)
CGPA Holder

Witnesses:

1. 
(Rupla Naik)
Sumanpraj
Ranchennur

2.  (S.R. Naik)
ನ. ವಿ. ರೆ. ನೆ.

Drafted by 

ಎಸ್. ಆರ್. ಕುಲಕರ್ಣಿ
ಪಾವತಿ ಜಿಲ್ಲಾ ಬಹುಗಾರು
ಶೈಕ್ಷಣಿಕ ನಂ. 4/05 06, 00 ನೇ ಜಿಲ್ಲಾ