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ONE HUNDRED RUPEES

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POLICE INDIA INDIA NON JUDICIAL

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No: 9953 14.7.2016 S. Chandraiah Hosur

LEASE DEED

BE 850542

M.Balasundaram Stamp Vendor Licence No:22/2009/KGI

Hosur, Tamilnadu

THIS AGREEMENT OF LEASE IS ENTERED INTO ON THIS 28TH DAY OF APRIL 2017 AT DENKANIKOTTA

#### BETWEEN

Sri. S. CHANDRAIAH, S/o.Late.Subramaniam, aged about 54 years, residing at Plot No.303, Sipcot Housing Colony, Near State Bank of India, Mookandapalli, Hosur - 635 126, Krishnagiri District.

ID : PAN : AEJPC0888D, Mobile : 9500200065

(Hereinafter called "the LESSOR") which expression shall unless the context otherwise, requires, include his legal heirs, successors, agents, representatives, and assigns of the FIRST PART.

LESSEE

For AYS MAHANIDHI EDUCATIONAL TRUST

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### " AND "

M/s. AVS MAHANIDHI EDUCATIONAL TRUST", Represented by its Founder & Chairman, Sri. S. CHANDRAIAH, S/o.Late.Subramaniam, aged about 54 years, having Office at III Floor, "AVS Towers", Opposite Taluk Office, Hosur - 635 109, Krishnagiri District

(Hereinafter called "the LESSEE") which expression shall unless the context otherwise, requires its successors, nominees, representatives, and assigns of the SECOND PART.

Whereas, the Schedule Mentioned Properties belongs to the Lessor by way of Sale Deed dated 22.12.2016, registered as document No.6243/2016, registered before the Office of the Sub Registrar, Denkanikotta. The Lessor is in absolute, uninterrupted, legal and lawful possession and enjoyment of the schedule mentioned Properties by exercising all rights of ownership. In recognition of possession and enjoyment of the schedule mentioned properties, the revenue authorities have also granted separate and exclusive pattas in his name under Patta Nos.6122, 6124 & 6125 respectively. Thus the Lessor has derived good, valid, clear and marketable title to the schedule mentioned properties. And thus the Lessor is legally and lawfully capable of execution of this Lease Deed in favour of the Lessoe.

Whereas, the Lessee required the scheduled Properties for the purpose of running an Educational Institution. The Lessee wanted the schedule mentioned properties for running the educational institutions, colleges imparting knowledge. The Lessor has earlier executed a lease deed dated 06.02.2017, registered as Document No.374/2017, registered before the Office of the Sub Registrar, Denkanikotta which commenced on 06.02.2017 for a period of 30 years.

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Whereas, the department is insisting on 99 years lease of the schedule mentioned properties for giving permissions to the lessee to run the college and other institutions. Therefore, the Lessee has requested the Leason to execute a lease for a period of 99 years and the lessor has also agreed for the same. And hence the Lessee has agreed to take the same on a annual rental basis for a period of 99 years, commencing from 28.04.2017 on the rents hereinafter provided and the Lessor has accepted the said offer on the terms and conditions as follows:-

# NOW THIS AGREEMENT OF LEASE WITNESSETH AS FOLLOWS

- In pursuance of the agreement between the parties and the mutual covenants hereinafter contained, the Lessor leased unto the Lessoe the undermentioned schedule mentioned properties, to hold the same on tenancy for a period of 99 years commencing from 28.04.2017, the Lessee paying there for to the Lessor a lease amount of Rs.3000/- (Rupees Three Thousand Only) per year till the end of 99 years. The lessee is entitled to use this registered lease deed for all other collateral purposes.
- The Lessee shall run the educational institutions and colleges on the premises hereby demised.

### The Lessee hereby agrees to the following covenants

- To pay the rent in the above said manner. a)
- To pay all taxes, cess, impositions, assessments, dues and duties bl payable in respect of the demised premises thereon to the Government of Tamilnadu or the Municipal Corporation or any other local authority or public body.

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Arasakuppam (Village), Denkanikottai (Taluk), Krishnagiri Dt - 635 107. (T.N.)

- c) To permit the Lessor or its authorized agent or agents to enter the demised premises at all convenient times for inspection of the land.
- d) To insure and to keep insured the building constructed on the demised premises against the loss or damages by fire, earthquake, riot or affray with an insurance company approved in writing by the Lessor.
- c) Not to use the demised premises or any part thereof for any illegal purpose.
- d) To pay the Electrical charges during the entire period of tenancy. The additional power connection may be obtained in the name of the Lessor by depositing the required amounts.

## 4. The Lessor hereby agrees to the following covenants

- a) The Lessor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the demised premises and is having full power and absolute authority to demise unto the Lessee the demised premises.
- b) The Lessee shall peacefully and quietly hold, possess and enjoy the demised premises, during the term of lease without any interruption, disturbance, claims or demand whatsoever by the Lessor or any person or persons claiming under them, subject however, the Lessee paying the said monthly rent in the due dates thereof and in the manner herein provided and observing and performing the covenants, conditions and stipulations herein contained and on his part to be observed and performed.
- c) The Lessee has no right to sub lease, transfer or assignment of the demised premises without the consent of the Lessor.

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- d) The Lessor has agreed to pay the properties tax to the demised premises to the concerned departments.
- payment of the rent for any three months or in observance and performance of any of the covenants and stipulations hereby contained and on the part to be observed and performed by the Lessee, then on each such default, the Lessor shall be entitled in addition to or in the alternative to any other remedy that may be available to it at its discretion, to terminate the lease and eject the Lessee from the premises demised and to take possession thereof as full and absolute owner thereof, provided that a notice in writing shall be given by the Lessor to the Lessee of its intention to terminate the lease and to take possession of the demised premises but if the arrears of rents are paid or the Lessee comply with or carry out the covenants and conditions or stipulations, within fifteen days from the service of such notice, then the Lessor shall not be entitled to take possession of the said premises.

# 6. AND IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:-

a) On the expiry of the term hereby created and subject to the observance and performance of the covenants, conditions and stipulations herein contained and on its part to be observed and performed, the Lessee will have the option to renew the lease of the demised premises for a further period provided it gives a notice to the effect in writing by registered post to the Lessor of its intention to do so at least three calendar months before the termination of the present lease; provided that the Lessor and Lessee shall enter into separate terms and conditions.

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On the expiry of the term hereby created or earlier determination b under the provisions hereof, the Lessee will hand over the peaceful possession of the demised premises and building constructed thereon to the Lessor in a good condition.

# "SCHEDULE OF PROPERTIES"

IN ARASAKUPPAM VILLAGE OF DENKANIKOTTA TALUK, attached to DENKANIKOTTA Sub Registration District and Krishnagiri Registration District of Krishnagiri District and also comes under the Village Panchayat Limits of Arasakuppam and Union Council of Kelamangalam.

1. SURVEY NUMBER: 203/2, Dry Extent Hect. 0.07.5, Asst. Rs. 0.21np in Ac. 0.18 Cents FULL EXTENT, situated within the following boundaries:-

East

Land in Survey No.203/1A

West

Land in Survey No.203/3A1

North

Land in Survey No.204/1

South

Land in Survey No. 199

Within these boundaries land measuring a Total Extent of Ac.0.18 Cents.

2. SURVEY NUMBER: 203/1A, Dry Extent Hect. 0.03.65, Asst. Rs. 0.10np in Ac. 0.09 Cents FULL EXTENT, situated within the following boundaries:-

East

Land in Survey No.203/1B

West

Land in Survey No.203/2

North

Land in Survey No.204/2A

South

Land in Survey No.199

Within these boundaries land measuring a Total Extent of Ac.0.09 Cents.

LESSEE

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3. SURVEY NUMBER: 204/1, Dry Extent Hect. 0.04.5, Asst. Rs. 0.06np in Ac.0.11 Cents FULL EXTENT, situated within the following boundaries:-

Land in Survey No.204/2A

West

Land in Survey No.205

North

Land in Survey No.204/2A

South

Land in Survey No.203/2

Within these boundaries land measuring a Total Extent of Ac.0.11 Cents.

# 4. SURVEY NUMBER: 204/2A, Dry Extent Hect.0.11.34, Asst.Rs.0.12np

in Ac.0.28 Cents FULL EXTENT, situated within the following boundaries:-

East

Land in Survey No.204/2B

West

Land in Survey No.204/1 & 205

North

Land in Survey No.206/3A

South

Land in Survey No.203/1A

Within these boundaries land measuring a Total Extent of Ac.0.28 Cents.

# 5. SURVEY NUMBER: 206/3A, Dry Extent Hect. 2.64.5, Asst. Rs. 2.88np in

Ac.6.53 Cents FULL EXTENT, situated within the following boundaries:-

East

Land in Survey No.206/3B

West

Land in Survey No.206/2

North

Land in Survey Nos.62 & 208

South

Land in Survey Nos.206/2, 205 & 204/2A

Within these boundaries land measuring a Total Extent of Ac.6.53

Cents.

LESSEE

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Altogether Items making a Total Extent of Ac. 7.19 Cents (SEVEN ACRES NINETEEN CENTS) is covered under this LEASE DEED.

IN WITNESSES WHEREOF THE LESSOR AND LESSEE HAVE SIGNED THIS AGREEMENT OF LEASE ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED AT HOSUR.

LESSEE

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### WITNESSES :-

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DRAFTED BY:-

K.ANANDA KUMAR, LL.B., M.S.W.,

Advocate & Consultant,

Enrolment No.565/1994

Shirdi & Co.

Nos.G-1 & G-2, Ground Floor, "AVS Towers", Opp Court Complex,

HOSUR - 635 109.

email : shirdiadvocates@gmail.com Document

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CERTICATE UNDER SECTION 42 OF STAMP ACT

No. 611 of 2017

I hereby certify that a sum of Rs. 2-3700 (Rupees Twom'n Three Thoman & Solid only) on account of proper / deficit stamp duty has been levied under section 41 of the Stamp Act in respect of this instrument from S. CHANDRAIAH residing at Hocur.

Thenkanikottal Date:28/04/2017

Under Section 41 of the Indian Stamp Act.

Presented in the Office of SUB-REGISTBAR of Thenkanikottal and fee of Rs. 3225 paid between hours of and 2 on 28/04/2017 by



S. Chalunt

Additions As per the recitals of the document

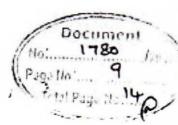
Execution Admitted by



s. clalinh

Additions As per the recitals of the document

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