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9 ಪಾಲಿಗಾರ್ಡ್ ಜಮೀನು ಸೀ ಪಾಲಿ
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LAND LEASE AGREEMENT

This land lease agreement hereinafter referred to as "LLA" is executed on this 29th day of April-2016,

BETWEEN:

Sri. Nagesh S/o Shankrappa Muradannavar, aged about 39 years, occupation: Agriculture and Social Service, residing at: 10th Cross, Vagish Nagar, Ranebennur, hereinafter referred to as "THE LESSOR" (which expression shall unless repugnant to the context or meaning thereof include his successors, representative, heirs and assigns) of the one part.

AND

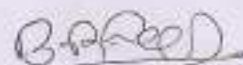
Vidyavahini Education Society®, Ranebennur, Vagish Nagar, 10th Cross, Ranebennur-581115, Dt. Haveri, represented by its Chairman and one of the governing body members, as per their board resolution dated: 27-01-2016 at subject no. 2, hereinafter referred to as "THE LESSEE" of the other part (which expression shall unless repugnant to the context or meaning thereof include its successors, representative, heirs, governing body members and assigns).

WHEREAS Lessor and Lessee wish to enter into this land lease agreement for the lease of the N A Land (N A Order No. LNA/CR-50/2015-16, Dated: 08- $\frac{2}{3}$ -2016) bearing N A R S No. 845/5, measuring 39 Guntas, 08 Annas, situated by the side of Hunasikatti Road, Ranebennur, for use by Lessee to build and operate a School and related activities pursuant to the terms of this LLA. The property is clearly shown in the below mentioned schedule and the same is the demised premises.

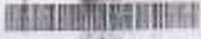
Lessor and Lessee hereby agree as follows:

1. **N A Land:** Lessor hereby agrees to lease to Lessee the N A Land (N A Order No. LNA/CR-50/2015-16, Dated: 08- $\frac{2}{3}$ -2016) bearing "R S No. 845/5 measuring 39 Guntas and 08 Annas, situated by the side of Hunasikatti Road, Ranebennur" upon the terms and conditions set forth in this LLA. The title for the N A Land covered by the Lease is as more described in the schedule.









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ಪಿ.ಎಸ್. ರಾಜೇಶ್ವರ ರಾಜೇಶ್ವರ ರವರ ಕೆಳಗಿನಂತೆ ದಿನಾಂಕ 29-04-2016 ರಂದು 03:48:04 PM ಗಳಿಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	10730.00
2	ಸ್ಪೋನ್ಸರ್ ಶುಲ್ಕ	420.00
3	ಪರಿವರ್ತನಾ ಶುಲ್ಕ	35.00
4	ಪರಿಶೀಲನೆ ಮತ್ತು ಪರಿವರ್ತನೆ	35.00
	ಒಟ್ಟು :	11220.00

ಶ್ರೀ ವಿಧ್ಯಾವಾಹಿನಿ ಎಜ್ಯುಕೇಷನ್ ಸೊಲ್ಯೂಷನ್ಸ್ ರಿ. ರಾಜೇಶ್ವರ ಇವರ ಪರವಾಗಿ ಬೇರೆಯವರು ವಾಹಿನಿವಾಹಿನಿ ಶುಲ್ಕದೊಂದಿಗೆ

ಹೆಸರು	ವೋಟಿಂಗ್	ಹೆಚ್ಚುವರಿ ಗುರುತು	ಸಹಿ
ಶ್ರೀ ವಿಧ್ಯಾವಾಹಿನಿ ಎಜ್ಯುಕೇಷನ್ ಸೊಲ್ಯೂಷನ್ಸ್ ರಿ. ರಾಜೇಶ್ವರ ಇವರ ಪರವಾಗಿ ಬೇರೆಯವರು ವಾಹಿನಿವಾಹಿನಿ ಶುಲ್ಕದೊಂದಿಗೆ			

ಬರೆಯಬೇಕಾದ್ದಾಗಿ ಒಪ್ಪಿರುವುದು

ಇ.ಎಸ್.ರಂಗಸ್ವಾಮಿ
ಉಪನಿರ್ದೇಶಕರು
ರಾಜೇಶ್ವರ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ವೋಟಿಂಗ್	ಹೆಚ್ಚುವರಿ ಗುರುತು	ಸಹಿ
1	ವಿಧ್ಯಾವಾಹಿನಿ ಎಜ್ಯುಕೇಷನ್ ಸೊಲ್ಯೂಷನ್ಸ್ ರಿ. ರಾಜೇಶ್ವರ ಇವರ ಪರವಾಗಿ ಬೇರೆಯವರು ವಾಹಿನಿವಾಹಿನಿ ಶುಲ್ಕದೊಂದಿಗೆ			
2	ವಾಹಿನಿ ಶುಲ್ಕದೊಂದಿಗೆ ಬರೆಯಬೇಕಾದ್ದಾಗಿ ಒಪ್ಪಿರುವುದು			

ಇ.ಎಸ್.ರಂಗಸ್ವಾಮಿ
ಉಪನಿರ್ದೇಶಕರು
ರಾಜೇಶ್ವರ

2. **Purpose and Use:** Lessee is permitted to construct School Building in accordance with the terms of this LLA and the approved Blue Print from the competent authorities. The Lessee has already established and running a **CBSE** pattern school imparting education to students from Class **I to X** and further extending up to **12th standard** along with some other related courses as may be decided by the governing body on the demised premises. The scheduled property shall be used only for the purpose for which it is leased, i.e only for the purpose of running the Educational Institution and / or School including the construction of building/s for School/s or related activities. Lessee is not permitted to utilize the demised premises for any other purpose.

2.1. The Lessee covenants that, the Society/Institution is required to run the CBSE School at Ranebennur and the following should be ensured:

- i. Impart Training to Teaching and Non Teaching Staff as per the CBSE guidelines.
- ii. Maintaining a student - teacher ratio as per CBSE guidelines.
- iii. Ensuring absolute safety of the students and staff undergoing the studies in the CBSE School as per CBSE guidelines.

2.2. The Electricity connection which would be required for running a CBSE School or Institution will have to be obtained separately by the Lessee.

2.3. The water connection which would be required for running a CBSE School or Institution will have to be obtained separately by the Lessee.

2.4. The CBSE School will run strictly in accordance with guidelines of CBSE.

2.5. The Society / Institution shall appoint Teaching and non Teaching staff as per CBSE guidelines.

2.6. The working hours and shift pattern will be as per CBSE guidelines.

2.7. The Society / Institution will have to complete all necessary

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G. S. S. S.

B. A. S. S.

ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಮು
1	ಟಿ ವಿ ಲಕ್ಷ್ಮಿ ರಾಣಬೆನ್ನೂರು	
2	ಜಾರ್ ಎಸ್ ಕೊಪ್ಪೆಡ ರಾಣಬೆನ್ನೂರು	Pamappa R. Koppal

ಸಹಿ ರಚಿಸಿದ
ಇ.ಎಸ್.ರಂಗಸ್ವಾಮಿ
ಉಪನೋಂದಣಾಧಿಕಾರಿ
ರಾಣಬೆನ್ನೂರು



1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ನಂಬರ್ RNR-1-00018-2016-17 ಈಗ
ಪಿ.ಡಿ. ನಂಬರ್ RNRD371 ನೇ ಪುಸ್ತಕದಲ್ಲಿ
ದಿನಾಂಕ 29-04-2016 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ





ಇ.ಎಸ್.ರಂಗಸ್ವಾಮಿ
ಉಪನೋಂದಣಾಧಿಕಾರಿ
ರಾಣಬೆನ್ನೂರು

Designed and Developed by C-DAC, ACTS, Pune

29 APR 2016

2.8. The Society / Institution shall maintain cleanliness, sanitation and hygiene in and around the scheduled property, as required to the Students and Staff as per the guidelines of CBSE.

2.9. Society / Institution agree to be responsible for payment of any and all taxes arising from Lessee's operation of the School and the building to be constructed over the demised premises and also for related activities.

3. **Term of Lease:** this Lease Agreement shall be for the term of **33 years** (Thirty Three Years) **w.e.f. 01-04-2016** (the "**Initial Term**") or any extension thereof (the "**Additional Term**") agreed between the parties, subject to the additional terms of termination as put in clauses 17 and 18.

4. **Rent Payment:** Lessee agrees to pay to Lessor the monthly rent of **Rs.43,500=00** (Rupees Forty three thousand five hundred only) on or before **5th of every month**, payable monthly in advance, subject to increase in lease rent by **15%** after every three years for the entire lease term or as may be decided by the parties. (Increase of rent by 15% for every three years means, the increase of rent on the last month's rent of three years is to be taken into consideration for increasing 15% of the same for next three years period.)

5. **Delivery of Exclusive Possession:** Lessor shall deliver exclusive and lawful possession of the entire described N A Land i.e the demised premises to the Lessee on this date of LLA ("Delivery Date") i.e on **29-04-2016**.

6. **Conditions Precedent:** Prior to the Date of Delivery, Lessor shall satisfy and ensure the following conditions:

6.1. The described N A Land has got converted, as per the applicable laws and the same can be leased out to the Lessee,

6.2. The Lessor will get registered the Lease Agreement with the Sub-Registrar's office at Ranebennur as required under applicable law.

6.3. The Lessor has confirmed by writing to the Lessee that the described N A Land has been cleared of any occupants.

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B. B. Ray

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of the Lessor. The Lessor is not responsible and liable to repay the Loan in his personal capacity. But, the Lessee alone is responsible and liable to repay all such loans with upto date interest to the bank. In case of any defaults, it is the Society which is responsible for all such pros and cons and the Society must see that the demised premises should be given back to the Lessor.

9. **Signs:** Lessee shall have the right to erect any sign related to its activities on the conditions that such signs comply with law.
10. **Lessee's Compliance with Laws:** without limiting the general requirements under law, Lessee while using the N A Land shall ensure the following:
 - 10.1. Compliance with the laws and regulations on hygiene.
 - 10.2. Compliance with the laws and regulations on Environmental Protection and Security.
 - 10.3. Compliance with the laws and regulations on fire, Explosion, Prevention and Fire Extinguishment.
 - 10.4. Lessee shall not indulge in any unlawful activities in the demised premises.
 - 10.5. If the Lessee or anybody on its behalf will be found that the demised premises is used for any unlawful activities, then the Lessee and such persons only will be held liable under law and the Lessor will be nowhere connected to the same.

11. Lessee Undertakings:

- 11.1. Lessee undertakes to maintain the described N A Land in good condition at Lessee's own risks and expense and to keep all Lessee's belongings inside the described N A Land at all time during the Initial Term and the Additional Term of this LLA.
- 11.2. Lessee undertakes to procure and maintain insurance covering any damages occurring within the described N A Land to third parties and its personal property from fire and other risks, or as required under applicable law or as per this LLA.
- 11.3. Lessee undertakes that there will be no illegal or prohibited matters, objects, substances, materials, products

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or the like things to be allowed to operate / manufactured or held in demised premises.

11.4. Lessee agrees that the rights under this Agreement shall not be transferred to any third party by any means without written approval from Lessor except as permitted under this LLA.

11.5. Lessee shall return the demised premises to Lessor upon termination of this LLA in good condition, subject to the additional terms of termination as put in Clauses 17 and 18.

12. **In the event of termination of the Lease:** Lessee shall within thirty (30) business days following the termination date with which to remove all movable property and fixtures belonging to Lessee from the N A Land, subject to the additional terms of termination as put in Clauses 17 and 18.

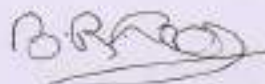
13. **Taxes:** Lessee agrees to be responsible for payment of any and all taxes or fees levied by applicable laws, or any organ or agency of the government, arising from the lease of the described NA Land.

14. **Lessor's Access to Site:** Lessor, Lessor's agents, Lessor's representatives and employees shall have right to entry onto the demised premises to protect the demised premises and to see that the demised premises is kept intact. No written permission is required for this. But the Lessor, Lessor's agents, Lessor's representatives and employees shall not cause any hindrances for smooth running of School, during the term of the Lease Agreement.

15. **Property of Buildings Erected by Lessee:** Subject to the terms of this LLA, the erected buildings and all works and developments carried out by Lessee or its legal successors will remain the property of Lessee to the extent permitted by law, during the Initial Term and Additional Term, subject to the additional terms of termination as put in Clauses 17 and 18.

16. **Assignment:** Lessee shall have no right to assign or transfer the described N A Land in whole or in part in accordance with this LLA except as described more particularly in Clause No. 8







17. Termination by Lessee: Lessee has the right to terminate this Lease Agreement, upon written notice to Lessor, without penalty, under the following circumstances:

- 17.1. If the LLA is terminated or does not become effective.
- 17.2. Any breach by Lessor of any of its material obligations, representations under this LLA and Lessor has failed to take appropriate measures to rectify this breach within 60 days after receiving written notices of the breaches from Lessee.
- 17.3. Lessor has exercised his right to terminate the LLA.
- 17.4. Failure of the Lessor to give the possession of the described N A Land as per this LLA.
- 17.5. Lessor shall not return to Lessee any prepaid rent, if Lessee terminates this Lease Agreement for reasons set forth in this Clause 17.
- 17.6. During the course of Termination of this LLA, either the Lessor or the Lessee can offer to each other to continue with the lease agreement for "Additional Term" or otherwise as may be decided by the parties subject to compliances of provisions of section 13(1) (c) of the Income Tax Act 1961, or the applicable provisions of Taxes as prevailing on the date of Termination.

18. Termination by Lessor: Lessor shall have the right to terminate this Lease Agreement under the following circumstances:

- 18.1. Any breach by the Lessee of any of its material obligations, representations under this LLA and Lessee has failed to take appropriate measures to rectify this breach within 60 days after receiving written notices to the breaches from Lessor.
- 18.2. Lessee has right to terminate the LLA,
- 18.3. Failure of the Lessee to use or take possession of the described N A Land for 90 continuous days.
- 18.4. During the course of Termination of this LLA, the Lessor can accept the offer of the Lessee to continue with the lease agreement for "Additional Term" or otherwise as may be decided by the parties subject to compliances of provisions of section 13(1) (c) of the Income Tax Act 1961, or the applicable provisions of Taxes as prevailing on the date of Termination.

[Signature]

[Signature]

[Signature]

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period, without assigning any reason thereon by giving 90 days prior notice in writing to the Lessee at their last known place of residence / business and the Lessee shall not be entitled to any compensation by reason of such termination. The decision of the Lessor under this clause shall be final, conclusive and binding on the Lessee and shall not be called into question, and it is at the discretion of the Lessor to accept the terms as enumerated in additional terms of termination put in Clauses 17 and 18.

SCHEDULE

The Lessor **Sri. Nagesh S/o Shankrappa Muradannavar** agrees to lease a N A LAND bearing "N A R S No. 845/5, measuring 39 Guntas and 08 Annas, situated by the side of Hunasikatti Road, in Ranebennur" having market value of **Rs.10,73,000=00 (Ten Lakh seventy three Thousand only)** to the Lessee for the above terms and conditions and the N A Land is bounded by.


East - **PLOTS OF SHRUSHTI DEVELOPERS**


West - **R.S. NO. 845/1+2A OF ANNAPOORNA W/O PARASHURAM KABADI**

North - **ROAD.**

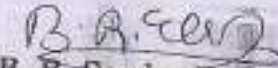
South - **HUNASIKATTI ROAD.**


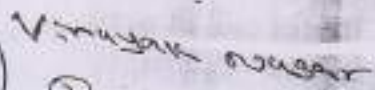
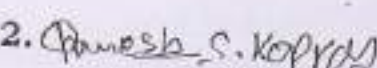
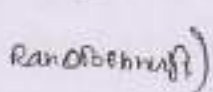
IN WITNESS WHEREOF, Lessor and Lessee hereby execute and agree to the terms and conditions of this Lease Agreement on the date first set out above.


(Sri. Nagesh S. Muradannavar)
Signature of Lessor


(Chairman Sri. Vasudeva P. Ladwa)
Signature of Lessee

Witnesses


(Dr. B. R. Sawkar)
Signature of one of the
Governing body members

1.  (T.V. Lakshmi) 
Ranebennur
2.  (P. S. Koppa) 
(R. R. Ranganath) Ranebennur

Drafted by: 
B.P. LAXMISHWAK
Deed Writer, L.No.: 81
RANE BENNUR Dt. Haveri