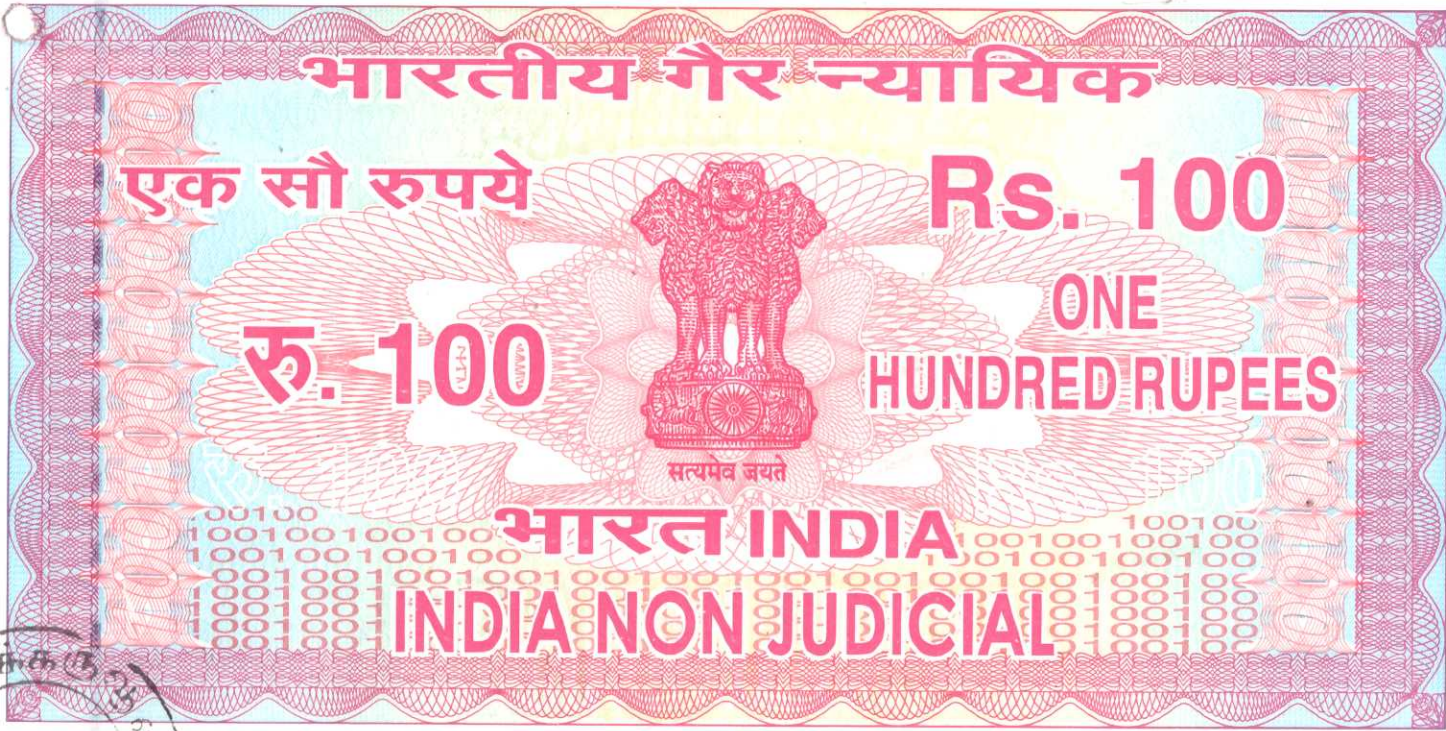


Unregistered Deed

Unregistered Deed



தமிழ்நாடு தமில்நாடு TAMILNADU

Sree Muragan Educational Trust

20 JUN 2023

CW 967655

T. Revathi
T. REVATHI
L.No. 26/B3/2000
STAMP VENDOR
No: 58-A, M.T.H. ROAD,
VILLIVAKKAM, CHENNAI-49

LEASE DEED

THIS LEASE DEED IS MADE AND EXECTUED AT CHENNAI ON THIS 22ND DAY OF JUNE 2023 BY AND BETWEEN

- (1) MRS. D. SANGUPATHI, (Permanent Account No. APSPS8529M), wife of Mr. A.R. Dharmalingam, aged about 59 years, residing at Plot No. 1379C, Door No. 15C, Golden Villa, 6th Street, I Block, Vallalar Kudiyruppu, 18th Main Road, Anna Nagar West, Chennai 600 040 (LESSOR 1)
- (2) MR. S.R. GANESHAN, (Permanent Account No. AKOPG3866G), son of Mr. Raman, aged about 45 years, residing at Flat No. 2B, 2nd Floor, Plot No. 3362 Q, New Door No. 11, 8th Street, AE Block, Arignar Anna Nagar, Chennai 600 040 (LESSOR 2)

For: SREE Muragan Educational Trust

Authorised Signatory

S. Sangupathi

S.R. Ganeshan

M.N.

- (3) **MR. M.NAGARAJAN**, (Permanent Account No. ALGPM1565K), son of Late R.S. Muthiah, aged about 40 years, residing at Plot No.10/2998, 5th Street, 'Z' Block, 13th Main Road, Anna Nagar, Chennai 600 040 (**LESSOR 3**)

(hereinafter called the "**LESSORS**" which expression shall unless repugnant to the context or meaning thereof shall deem to mean and include their heirs, representatives, administrators, executors, successors and assigns of the **One Part**)

AND

SREE MURAGAN EDUCATIONAL TRUST, (Permanent Account No. AAPT59847Q), a registered Trust (Reg No.190/2015), having its office at Plot No.23, Chari Avenue, Palavakkam, Chennai-600041, Tamilnadu, represented by its Authorized Signatory **Mr.J. HARIBABU**, son of Mr.J.Raghuramiah, aged about 41 years, residing at Plot No. X20, Riosholam Apartments, Flat No. C2, X Block, 5th Street, Annanagar, Chennai-600 040 by virtue of Board Resolution dated 20th February 2020.

(hereinafter called the "**LESSEE**" which expression shall unless repugnant to the context or meaning thereof shall deem to mean and include its executors, administrators, successors and assigns of the **Other Part**).

WHEREAS the **LESSORS** are the absolute owners and possessors of the property bearing Survey No. Old Survey Nos. 432, 433, 434 & 435, New Survey Nos. 87/1, 87/2 total admeasuring 89385 Sq.fts., Situated at Madhavaram Village, erstwhile Ambattur Taluk, presently Madhavaram Taluk, erstwhile Tiruvallur District presently Chennai District within the Registration Dist of Chennai North and Sub Dist of Madhavaram, which **LESSORS** has purchased as follows:

Sale Deed No & Dated	Seller	Buyer	Survey No	Land Extent
3141/2022 dated 25th April 2022	C.S Chandrika, V.Kishorenath & Family Members & Sanjeevani Health and Education Welfare Society	D. Sangupathi	Old Survey No. 432, 433, 434 & 435 New Survey No. 87/1	44,985 Sq.fts

For SREE Muragan Educational Trust



Authorised Signatory



S R Ganesan
M. N.

Settlement Deed No & Dated	Settlor	Settlee	Survey No	Land Extent
5105/2015 Dt:24/08/2015	G. Anushka	S.R Ganeshan	Old Survey No. 432, 433, 434 & 435 New Survey No. 87/2	22,200 Sq.fts
5104/2015 Dt:24/08/2015	N. Valarmathi	M. Nagarajan	Old Survey No. 432, 433, 434 & 435 New Survey No. 87/2	22,200* Sq.fts

All the above deeds are registered at Sub-registered Office Madhavaram.

A building has been constructed thereupon consisting of RCC roof spread in Ground Floor with a total built up area 17,723 square feet or thereabouts (Blocks A & B), First Floor with a total built up area 18,220 square feet or thereabouts (Blocks A & B), compound wall with 850 running feet, which is specifically described in the schedule annexed hereto and which will herein after be referred to as the “**demised premises**”.

WHEREAS upon request by the **LESSEE**, the **LESSORS** has agreed to Lease the **DEMISED PREMISES** for a period of 15 years effective from 01.05.2023 to 30.04.2038 to the **LESSEE** on certain terms and conditions hereinafter appearing.

NOW THIS INDENTURE WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. PREMISES:

The **DEMISED PREMISES** is land admeasuring an extent of 89,385 square feet equivalent to 37 Grounds & 585 square feet equivalent to Acres 2.05 cents, consisting of RCC roof spread in Ground Floor with a total built up area 17,723 square feet or thereabouts (Blocks A & B), First Floor with a total built up area 18,220 square feet or thereabouts (Blocks A & B), compound wall with 850 running feet.

For SREE Muragan Educational Trust

Authorised Signatory

S.R. Ganeshan
S.R. Ganeshan
H.N2

2. TERM OF LEASE:

The **LESSORS** hereby grant to the **LESSEE**, to use and occupy the **DEMISED PREMISES** for a period of 15 years commencing from 01.05.2023 to 30.04.2038.

The Lease is for a lock in period of 15 years. None of the parties shall have the right to terminate the lease other than as stated in clause 12 hereunder. In the event the Lease is terminated by any party for any reasons other than as stated in clause 12 hereunder, the Lease rent for the remaining duration of the lock in period shall become payable by the breaching party to the other party.

3. PURPOSE OF LEASE:

The **LESSEE** shall use the **DEMISED PREMISES** to run School purposes only and not to carry on or permit to be carried on in the **DEMISED PREMISES** or in any part thereof any political activities or activities other than educational use and such activities which shall be or are likely to be unlawful, obnoxious or of nuisance, annoyance or disturbance to neighbors wherein the **DEMISED PREMISES** is situated.

4. LEASE RENT:

The total Lease rent for the initial period of 12 months payable by the **LESSEE** shall be a sum of **Rs.18,84,035/- (Rupees Eighteen Lakh Eighty-Four Thousand and Thirty-Five only)** per month to the **LESSORS** for use and occupation of the **DEMISED PREMISES** along with land and building. The bifurcation has been given below:

The lease rent amounts shall be subject to escalation @ 5% after every 12 months on the last lease rent paid.

The initial lease rent escalation is effective from 01.05.2024 and thereafter every 12 months from 01.05.2024 to till the end of the lease term.

For SREE Muragan Educational Trust



Authorised Signatory


S.R. Gnanapavan


The **LESSEE** shall pay the escalated rent as stated herein automatically without requirement of any intimation in writing or whatsoever by the **LESSORS**.

Lessor Nos. 2 & 3 waived off their rights on rent and has given rent, waiver letter Dated 20th June 2023 to credit their portion of rent to Lessor 1.

Hence the total rent shall be credited to Lessor 1 (D. Sangupathi) during the tenure of the Lease in the following manner:

Sl.No.	Period		Land Rent		Building Rent		Total rent (Land & Building)	
	From	To	per Month	per year	per Month	per year	per Month	per year
1	01.05.2023	30.04.2024	1,10,250	13,23,000	17,73,785	2,12,85,420	18,84,035	2,26,08,420
2	01.05.2024	30.04.2025	1,15,763	13,89,156	18,62,474	2,23,49,688	19,78,237	2,37,38,844
3	01.05.2025	30.04.2026	1,21,551	14,58,612	19,55,598	2,34,67,176	20,77,149	2,49,25,788
4	01.05.2026	30.04.2027	1,27,628	15,31,536	20,53,378	2,46,40,536	21,81,006	2,61,72,072
5	01.05.2027	30.04.2028	1,34,010	16,08,120	21,56,047	2,58,72,564	22,90,057	2,74,80,684
6	01.05.2028	30.04.2029	1,40,710	16,88,520	22,63,849	2,71,66,188	24,04,559	2,88,54,708
7	01.05.2029	30.04.2030	1,47,746	17,72,952	23,77,042	2,85,24,504	25,24,788	3,02,97,456
8	01.05.2030	30.04.2031	1,55,133	18,61,596	24,95,894	2,99,50,728	26,51,027	3,18,12,324
9	01.05.2031	30.04.2032	1,62,889	19,54,668	26,20,688	3,14,48,256	27,83,577	3,34,02,924
10	01.05.2032	30.04.2033	1,71,034	20,52,408	27,51,723	3,30,20,676	29,22,757	3,50,73,084
11	01.05.2033	30.04.2034	1,79,586	21,55,032	28,89,309	3,46,71,708	30,68,895	3,68,26,740
12	01.05.2034	30.04.2035	1,88,565	22,62,780	30,33,774	3,64,05,288	32,22,339	3,86,68,068
13	01.05.2035	30.04.2036	1,97,993	23,75,916	31,85,463	3,82,25,556	33,83,456	4,06,01,472
14	01.05.2036	30.04.2037	2,07,893	24,94,716	33,44,736	4,01,36,832	35,52,629	4,26,31,548
15	01.05.2037	30.04.2038	2,18,287	26,19,444	35,11,973	4,21,43,676	37,30,260	4,47,63,120
		Total		2,85,48,456		45,93,08,796		48,78,57,252

Lease rent is subject to TDS and any other statutory deductions as applicable from time to time.

The **LESSEE** shall pay GST in addition to rent, if applicable.

In the event of any other levies imposed by the concerned statutory authorities on payment of rent in future, the **LESSEE** shall pay the same to the **LESSOR No. 1** in addition to the rent.

For SREE Muragan Educational Trust

Authorised Signatory

D. Sangupathi
SR General
M.N.

Lease rent shall be payable by 10th of each calendar month in the following month for the month in respect of which such sums are payable. If the rent is not paid on the due dates to the **LESSOR No. 1**, then the **LESSEE** shall pay interest thereon at the rate of 18% per annum from the due date till payment, though the payment of Interest shall not entitle the **LESSEE** to make default in payment of rent on due dates.

The **LESSORS** intends to put up additional construction in **Schedule Property** and **LESSEE** agreed to take over possession of the additional construction immediately upon hand over the same by the **LESSORS**.

In the event of the **LESSORS** put up additional construction in **Schedule Property** and upon handed over possession of the said additional constructed area to the **LESSEE** shall simultaneously pay an additional rent of equivalent to the prevailing rent for the existing building on the date of handing over possession of the additional construction pro-rata to the said additional construction handing over to the **LESSORS** along with the rent payable as stated supra for the existing building in the following month and as per the applicable terms as stated supra.

5. SECURITY DEPOSIT

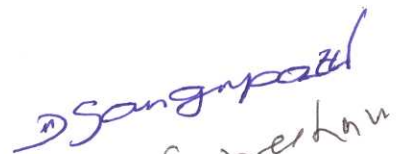
- a) The **LESSEE** shall pay a sum of **Rs. 2,00,00,000/- (Rupees Two Crores only)** to the **LESSORS** as an interest fee refundable security deposit towards this Lease. The above said sum of **Rs.2,00,00,000/- (Rupees Two Crores only)** shall only be returnable at the end of the term of this Lease as agreed under this Lease Term.

The said Security Deposit shall carry no interest. The said Security Deposit for a sum of **Rs.2,00,00,000/- (Rupees Two Crores only)** shall be refunded by the **LESSORS** to the **LESSEE** upon the **LESSEE's** vacating and handing over quiet and peaceful possession of the **DEMISED PREMISES** to the **LESSORS** or on the expiry of the Lease period or the earlier determination of Lease and after deduction of any arrears of rental amount and an equal amount to make good the damages if any caused to the **DEMISED PREMISES**.

- b) Without prejudice to above clause (a) supra, and in addition to the deposit payable therein, it is also agreed that the **LESSEE** has paid to the **LESSORS** a further sum of **Rs.17,00,000/- (Rupees Seventeen Lakhs only)** as on 30th April 2023 as an interest free refundable advance. The parties agree that a sum of **Rs.1,00,000/- (Rupees One Lakh only)** shall be adjusted each month from and out of the payable monthly Lease rent payable to the **LESSORS** effective

For SREE Muragan Educational Trust


Authorised Signatory


S. R. Ganesan


from 01.05.2023 and until the sum of **Rs.17,00,000/- (Rupees Seventeen Lakhs only)** interest free refundable advance is adjusted. It is hereby agreed that once the sum of **Rs.17,00,000/- (Rupees Seventeen Lakhs only)** paid under this clause 4, the parties mutually agree that entire lease rent payable shall be paid monthly to the party of the **LESSORS**.

Lessor Nos. 2 & 3 waived off their rights on Security Deposit & refundable advance and has given waiver letter Dated 20th June 2023 to credit his portion of rent to Lessor 1.

****Hence the total Security Deposit & Refundable advance shall be credited to Lessor 1 (D. Sangupathi) only.***

6. MAINTENANCE OF THE BUILDING

The **LESSEE** shall keep the **DEMISED PREMISES** in good condition and shall carry out day-to-day maintenance of the **DEMISED PREMISES** and the interiors, furniture's, fixtures and fittings installed therein and the normal maintenance, including painting and distempering and polishing the interior of the **DEMISED PREMISES** at its own cost.

The **LESSEE** shall repair, make good or replace any damage or breakage caused to the same or any part thereof.

7. LICENSE

The **LESSEE** assures, represents and undertakes that it shall obtain all licenses, renewal of licenses and all clearances from various statutory authorities in its name within the deadline prescribed by the statutory authorities from time to time in present or in future at their own cost and expenses.

The **LESSEE** shall comply with all the conditions imposed by the concerned authorities for running the School.

The **LESSEE** shall pay to the concerned authorities all charges, rates, taxes, assessments, cess, outgoings etc. in connection with the running of School.

8. REPAIR WORKS

The **LESSOR** will be responsible for all major repairs/replacements such as electric cable faults, cracks in the walls, etc., during the term. The **LESSEE** will be responsible for all minor repairs such as replacement of tube lights, fancy lights, bulbs, broken glass etc.

For SREE Muragan Educational Trust


Authorised Signatory


SR Ganesha
M.NZ

The **LESSEE** shall also paint and whitewash the building once in Three years and maintain the building at their own cost and expenses. The **LESSOR** is entitled to inspect the **DEMISE PREMISE** as and when required during the working hours.

9. OTHER CHARGES

The **LESSEE** shall pay for all power, water, gas which shall be consumed or supplied on or to the **DEMISED PREMISES** during the tenancy and the amount of all charges made for use of the telephone on the **DEMISED PREMISES** during the tenancy.

10. SUB-LEASE

The **LESSEE** shall not under let, assign or part with the possession of the **DEMISED PREMISES** or any part thereof to any third party, sister concern or group companies except with the prior written approval of the **LESSORS**.

11. TAXES, LEVIES DUTIES

The **LESSORS** shall pay the rates, taxes, assessments, cess and outgoings whatsoever now or hereafter imposed or charged or payable to Chennai Corporation or any other authority in respect of the demised premises.

12. TERMINATION

- (1) This lease shall expire and come to an end by efflux of time on 30.04.2038.
- (2) Either party may terminate if the other party been adjudicated as insolvent/wind up
- (3) The **LESSORS** shall have the right to terminate the lease, if the rent is in arrear for three calendar months consecutively or four calendar months intermittently in a year, after the same shall have become due (whether legally demanded or not)
- (4) The **LESSORS** shall have the right to terminate the lease, in the event of breach of any of the covenant herein by the **LESSEE** and fails to rectify and continue to do so for sixty (60) days after written notice issued by the **LESSORS** in respect thereof.
- (5) The parties shall have the right to terminate the lease with mutual consent.

For SREE Muragan Educational Trust


Authorised Signatory



S R Ganeshaiah



On the expiration or earlier determination of the lease, the **LESSEE** delivers peaceful and vacant possession of the said premises and yield up the **DEMISED PREMISES** in the same clean state and condition as it was in the beginning of the tenancy and make good the same.

In the event of the **LESSEE** fails to hand over peaceful vacant and physical possession of the **DEMISED PREMISES** in good order and condition (reasonable wear and tear excepted), then the **LESSEE** hereby agrees that it shall in addition to the payment of rent liable and pay to the **LESSORS**, liquidated damages which is equivalent to the prevailing rent till hand over the peaceful physical vacant possession of the **DEMISED PREMISES** as described above. In such an event the **LESSOR** would be entitled to withheld, without any interest, the refund of balance of all the refundable securities lying with the **LESSOR** and to adjust the liquidated damages from the balance of refundable securities so withheld. In the event of damages exceed the balance security deposit in the hand of **LESSOR**, **LESSEE** shall set right the same upon receipt of written intimation by the **LESSOR**.

13. NOTICES

The notices required to be given or served by the parties hereto shall be deemed to have been given or served as if the same shall have been delivered to, left at or sent by Registered Post Acknowledgement Due to the other party at his/her/their address first hereinabove mentioned.

14. INDEMNITY

- i) The **LESSEE** shall indemnify and keep indemnified the **LESSORS** against any demands, claims, cost, losses, actions or proceedings, expenses, damages, recoveries, judgments, costs, charges etc. which may be brought or commenced against the **LESSORS** or which the **LESSORS** may suffer or incur by reason of any action or proceedings, commenced or instituted by any person, authority whatsoever/whomsoever for fails to obtain any licenses, clearances, renewal of licenses, carry out any unlawful activities, non-observance of any terms and conditions imposed by the concerned statutory authorities in respect of running School by **LESSEE** in the **DEMISED PREMISES**.

For SREE Muragan Educational Trust



Authorised Signatory

S. Ganeshan
S.R. Ganeshan
M.N.

In no event shall **LESSORS** be liable for any special, incidental or consequential damages of any kind whatsoever arising out of or related to the conduct of the running School in the **DEMISED PREMISES** or transfer of license in the name of the **LESSEE**.

- ii) The Party in breach of the terms set out in the Lease Deed herein shall keep indemnified and hold harmless the other Party against all direct losses, damages or liability that may be suffered by such other Party during the lease term, and under the Lease (including claims, whether criminal or civil and including legal fees and costs incurred) resulting from the breach of the Lease by the breaching Party.

15. FORCE MAJEURE

Neither Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with due to circumstances beyond the reasonable control of such Party, including but not limited to change in legislation, fire, flood, explosion, epidemic, accident, act of God, act of terrorism, war, riot, strike, lockout, or other concerted act of workmen, act of Government and/or shortages of material. The Party claiming an event of force majeure shall promptly notify the other Party in writing and provide full particulars of the cause or event and the date of first occurrence thereof, as soon as possible after the event and also keep the other Party informed of any further developments. The Party so affected shall use its best efforts to remove the cause of non-performance, and the Parties shall resume performance hereunder with the utmost dispatch when such cause is removed. If the force majeure continues for a continuous period exceeding 30 (Thirty) Business Days, the Parties shall assess the possible options available.

16. STAMP DUTY & REGISTRATION AND LEGAL CHARGES

The stamp duty and registration charges in respect of the Lease Deed, including the costs, charges and expenses incurred for the same, shall be borne by the **LESSEE**.

For SREE Muragan Educational Trust


Authorised Signatory


SR Ganeshan


17. GENERAL

The Lease Deed dated 21.06.2023 and registered as Document No. _____ of 2023 in the office of the Sub-Registrar of Madhavaram, as hereby varied shall come into force at once and shall remain enforceable subject to the provisions of this Supplementary Agreement coming into force at once and binding on both parties and their respective transferees, or assigns.

SCHEDULE OF PROPERTY

- 1) All that piece and parcel of School site, land measuring an extent of 44,985 square feet equivalent to 18 Grounds & 1785 square feet as approved by Director of Town and Country Planning vide L.P.D.M/D.T.P. No. 23/1973 in the Layout namely "Ring Road Housing Sector", Ward 'B', Block – 4 and situated at Madhavaram Village, erstwhile Ambattur Taluk, presently Madhavaram Taluk, erstwhile Tiruvallur District presently Chennai District within the Registration District of Chennai North and Registration Sub-District of Madhavaram comprised in old Survey Nos. 432, 433, 434 & 435 and the corresponding New Town Survey No. 87/1 and bounded on;

NORTH BY : Sl.No. 2 property
 EAST BY : Road forming part of Layout
 SOUTH BY : Road forming part of Layout
 WEST BY : 40 feet Road

Linear Measurement

East to West on the Northern side : 256 feet
 East to West on the Southern side : 293 feet 6 inches

For SREE Muragan Educational Trust:

Authorised Signatory

Sangapal
S.R. Ganeshan
M.N.

For SREE Muragan Educational Trust
 Authorised Signatory

North to South on the Eastern side : 148 feet
 North to South on the Western side : 169 feet

And building consisting of RCC roof spread in Ground Floor with a total built up area 17743 square feet or thereabouts (Blocks A & B), First Floor with a total built up area 18,220 square feet or thereabouts (Blocks A & B), compound wall with 850 running feet or thereabouts and includes all structures, fitting and fixtures constructed, erected and installed thereon.

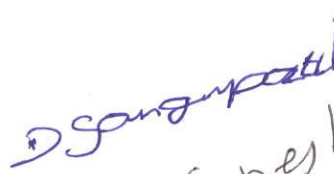
- 2) All that piece and parcel of vacant School site measuring an extent of 44,400 square feet equivalent to 18 ½ Grounds as approved by Director of Town and Country Planning Authority vide L.P.D.M/D.T.P. No. 23/1973 in the Layout namely "Ring Road Housing Sector", Ward 'B', Block-4 and situated at Madhavaram Village, erstwhile Ambattur Taluk, presently Madhavaram Taluk, erstwhile Tiruvallur District presently Chennai District within the Registration District of Chennai North and Registration Sub-District of Madhavaram comprised in old Survey Nos. 432, 433, 434 & 435 and the corresponding New Town Survey No. 87/2 and bounded on;

North by : Road forming part of Layout
 East by : Road forming part of Layout
 South by : Sl.No. 1 property
 West by : Road forming part of Layout

The Sl.Nos. 1 & 2 is land admeasuring an extent of 89,385 square feet equivalent to 37 Grounds & 585 square feet equivalent to Acres 2.05 cents

For SREE Muragan Educational Trust


 Authorised Signatory


 S.R. Ganeshan
 M.N.

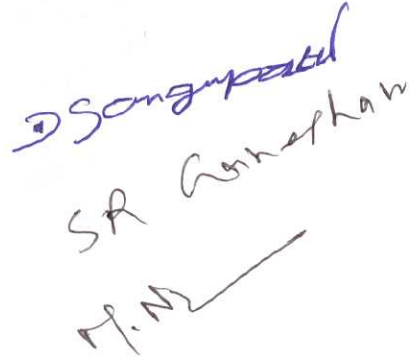
IN WITNESSES WHEREOF the parties hereto have executed these presents the day and year herein above written.

For SREE Muragan Educational Trust



Authorised Signatory

LESSEE


S. R. Guneshan
M.N.

LESSORS

WITNESSES

1.  (M. NAGARAJAN)
S/O. R.S. Muthiah
10/2998, 5th St, Z Block,
13th Main Rd, Anna Nagar, ch-40
2.  (M. S. Alaidar)
S/O Venkateswala Rao.
41-115-127A, Gowthami Nagar 1st Lane
Krishna Nagar, Vijayawada-13 AD.
3.  (Marikandan) S/O (K. Chellaburri)
#21, Rajahmundry Colony
Ardavan Nagar,
Chalapudi.
Ch-20.