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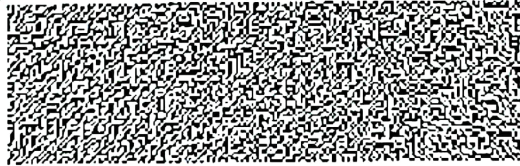
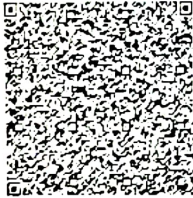
INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA07178299044219W
Certificate Issued Date : 28-Dec-2024 12:03 PM
Account Reference : NONACC (FI)/ kaksfcl08/ SIRSI1/ KA-KW
Unique Doc. Reference : SUBIN-KAKAKSFCL0851809960186574W
Purchased by : MADHYAMIKA SHIKSHANA PRASARAKA SAMITHI YADALLI
Description of Document : Article 5(J) Agreement (in any other cases)
Property Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : MADHYAMIKA SHIKSHANA PRASARAKA SAMITHI YADALLI
Second Party : VIDYODAYA FOUNDATION BANGALORE
Stamp Duty Paid By : MADHYAMIKA SHIKSHANA PRASARAKA SAMITHI YADALLI
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)

Authorised Signatory
Adarsh Souharda Sahakar
Niyamit. SIRSI (N.K.)



Please write or type below this line

LEASE DEED

THIS LEASE DEED is made and executed on this Sixth (06th) day of January, Two Thousand Twenty Five [06-01-2025] at Sirsi.

BETWEEN:

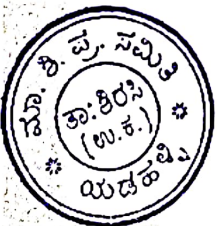
M/s. MADHYAMIKA SHIKSHANA PRASARAKA SAMITHI

A registered society under Karnataka Societies Registration Act, 1961, having its

ENTERED IN NOTARIAL REG

SL.NO.: 745/24 P.NO.: 81

DATE: 28-12-2024



Statutory Agent

1. The details of this Stamp certificate should be verified at www.sholestamp.com or using Stamp Mobile App of Stock Holding Corporation of India Ltd. Any discrepancy in the details on this Certificate and as available on this website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Stamp Officer, Sirsi.

NO. OF CORRECTIONS

Page 1 of 15
EXECUTION ADMITTED BEFORE ME
SANTOSH G. HEGDE
B.A LL.B. (Spl.)
ADVOCATE & NOTARY
K.H.B. COLONY, SIRSI (N.K.)
MI-9945971374

Registered office at Yadalli – Village, SH206, Sirsi – Taluk, Uttara Kannada – District, Karnataka – 581 340.

PAN: AAATM9751E

Represented by its Authorised Signatories authorised by the COMMITTEE members of the Society Vide Board Resolution dated Twenty eighth (28th) Day of December Two Thousand Twenty Four (28-12-2024).

Shri RAMACHANDRA V. HEGDE BHAGVAT

S/o Shri VENKATRAMAN HEGDE; Aged about 76 years, Residing at Sirsimakki – Village, Sirsi – Taluk, Uttara Kannada – District, Karnataka – 581 340

PAN: AACPH3039E; AADHAR: 9507 2356 2945

Shri JANARDHAN ACHARYA

S/o Shri DAMODAR ACHARYA; Aged about 44 years, Residing at Yadalli – Village, Sirsi – Taluk, Uttara Kannada – District, Karnataka – 581 340

PAN: AJTPA5026C; AADHAR: 7482 5199 6235

Hereinafter referred to as "LESSOR", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the ONE PART;

AND:

1. M/s. VIDYODAYA FOUNDATION

A registered trust formed under the TRUST DEED having its Registered office at Interactive World School Sirsi, Yadalli – Village, Sirsi – Taluk, Uttara Kannada – District, Karnataka – 581 340 represented by its TRUSTEES,

a) Shri VINAYA HEGDE

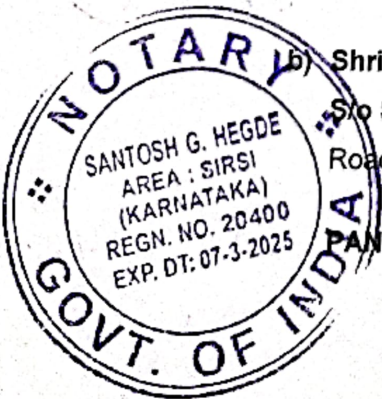
S/o Shri SHRIPATI HEGDE; Aged about 38 years, Residing at Togralli - Village, Bedsagaon - Post, Mungod - Taluk, Karwar - District, Karnataka – 581 402

PAN: ADGPH5450E; AADHAR: 3562 5443 7461

b) Shri DINESH POKARRAM PATEL

S/o Shri POKARRAM PATEL; Aged About 32 Years, Residing at No. 86, K Main Road, Siddapura Taluk, Karwar Dist – 581355

PAN: CCMPP3928C; AADHAR: 3953 5856 2258



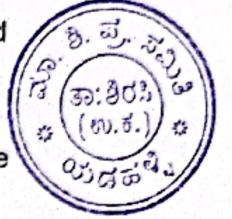
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Hereinafter referred to as "LESSEE", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the OTHER PART.

(The LESSOR and the LESSEE shall hereinafter be collectively referred to as the "PARTIES" and individually as "PARTY")



WHEREAS, the LESSOR is the sole and absolute owner of the immovable Property bearing Survey No 237 A, B, C situated at Karasulli – Village, Sirsi – Hobli, Sirsi – Taluk, Uttara Kannada - District, measuring 6 Acres 15 Guntas, along with building measuring 20,000 Square feet constructed therein, which is described in the Schedule hereunder and hereinafter referred to as the Schedule Property. Further, for the purpose of this deed, the term "Schedule Property" shall mean and include any improvements and additional constructions made during the lease term.

The LESSE is an EDUCATION TRUST having sufficient expertise in establishing and operating Education Institutions, Sports Activities, and other allied education related activities. The LESSOR has offered the Schedule Property to the LESSE to establish and operate the Education Institution at its cost. Relying upon the representations made and assurances given by, the LESSEE has accepted the proposal.

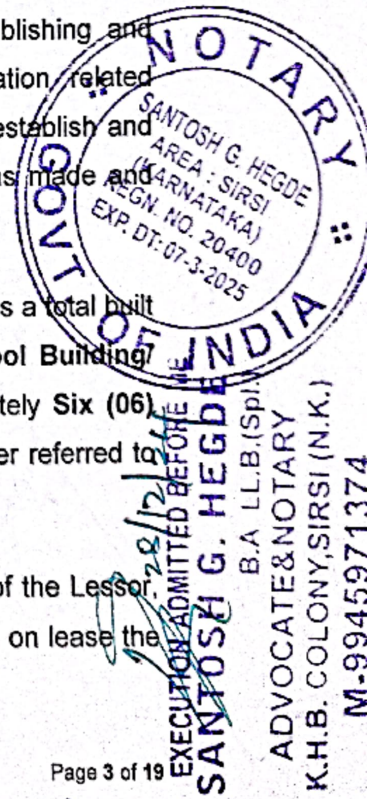
AND WHEREAS, the LESSOR has offered to lease the Property which includes a total built up area of approximately **20,000 Square feet** of building consisting of **School Building/ Block/ PUC College/ Hostel, Guest House, and Open Area** of approximately **Six (06) Acres** which is more fully described in the Schedule hereunder and hereinafter referred to as **"Schedule Premises"**.

AND WHEREAS, pursuant to discussions and based on the representations of the Lessor the Lessor has offered to provide on lease and the Lessee has agreed to take on lease the

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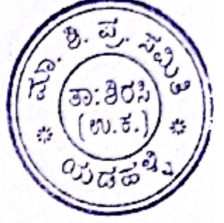




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Schedule Premises for the purpose of running an educational institution and incidental activities, as deemed fit by the Lessee.

AND WHEREAS, the PARTIES have negotiated and agreed upon the terms and conditions and have come forward to record the same by entering into this Deed of Lease.



NOW THIS LEASE DEED WITNESSETH AND THE PARTIES AGREE AS FOLLOWS:

1. GRANT AND PURPOSE OF LEASE:

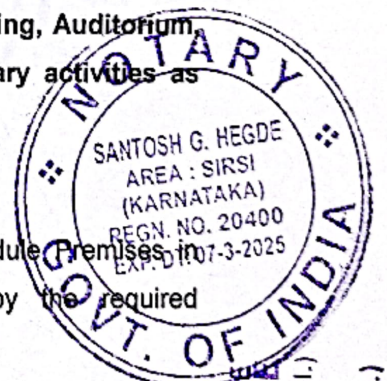
1.1 **Grant:** In consideration of the rent hereby reserved and of the terms, conditions and covenants contained herein and to be observed and performed by the Parties, the Lessor hereby grants to the Lessee and the Lessee hereby accepts from the Lessor the lease of the Schedule Premises, on the terms and conditions hereinafter appearing (hereinafter referred to as "Lease").

1.2 **Purpose:** The Lessee shall, during the Term (defined below), use the Schedule Premises for the purposes of imparting education by setting up an educational institution which caters to the educational requirements of all age groups from Pre-school, 1st Standard to 12th Standard, College, Sports Coaching, Auditorium, Tutorials for various entrance exams and incidental/ ancillary activities as deemed fit by the Lessee.

2. APPROVALS/ PLAN SANCTION:

2.1 The Lessor has constructed the existing buildings in the Schedule Premises in consonance with the sanction, approval, licenses issued by the required government authority.

2.2 The Lessor will get the necessary building plan approvals/ sanctions from the concerned authorities as and when needed by the Lessee for the new buildings at their Cost.



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Page 4 of 10

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3. TERM, HANDOVER AND OTHER OUTGOINGS

3.1 Lease Term and Commencement Date.

The term of the Lease shall be for a period of 30 [Thirty] years (minus One (1) Day) hereinafter referred to as "Term") commencing from Sixth (06th) day of January Two thousand Twenty Five (06-01-2025), unless otherwise terminated earlier under the terms of this Lease Deed.

Upon the expiry of the Term, the Lessor and the Lessee shall have the sole and absolute option to renew the lease term for a further period (hereinafter referred to as the "Extended Term") on mutual fresh terms and conditions to be agreed between the Parties. In the event the Lessee wishes to exercise its option pursuant to this Clause, it shall provide a notice in writing to the Lessor at least 180 (One Hundred and eighty) days prior to the expiry of the Term and where such notice is provided, the Lessor may renew the Lease for a further term at the prevailing market (Rent & Advance) rates with mutual consent and the Parties shall execute and register a fresh lease deed. Such fresh lease deed may be executed at least 30 (Thirty) days prior to the expiry of the initial Term and shall become effective from the day immediately following the expiry of the initial Term.

3.2 Handover Date

The Lessor has handed over the vacant possession of the Schedule Premises on Sixth (06th) day of January Two thousand Twenty Five (06-01-2025) i.e., ("Handover Date").

3.3 Lock-in Period:

Agreement will be valid for 30 years from date of agreement without any withdrawal clauses by the committee/ Society.

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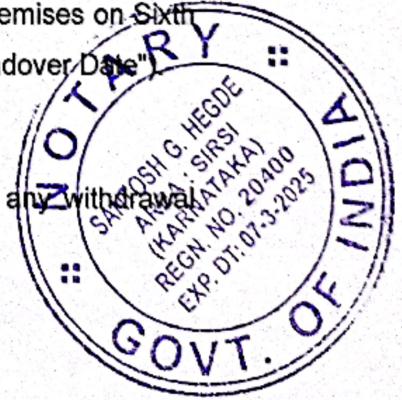
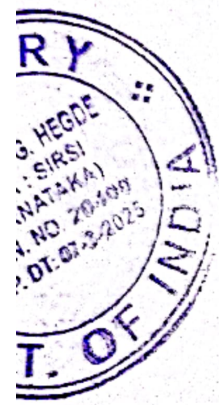
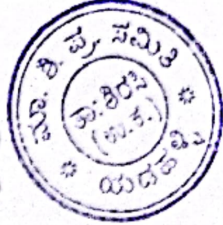
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Page 5 of 19
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NO. OF CORRECTIONS 41





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3.4 Sub-Lease:

The Lessee shall have the rights to sub-lease the scheduled premises, to other education related organizations, like IAS Coaching classes, IIT JEE, NEET Courses, Tuition centers, etc., within the Lease Period of 30 Years. The Lessor shall provide No-Objection Certificate (NOC) required for the same.



4. REVENUE SHARING:

a. Commencement Date

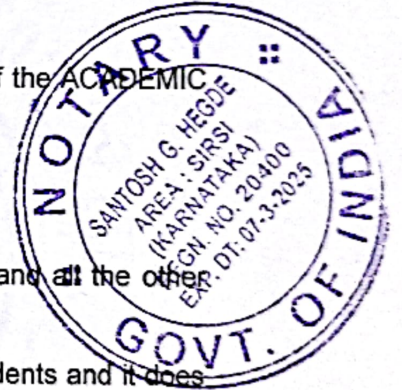
The Revenue sharing with respect to the Schedule Premises shall commence after the completion of the 5th Academic Year (which is June 2030 year onwards) from the day of the registration of this Lease Deed.

b. Sharing

The Lessee in consideration of the Lease shall pay a sum of 5% of the ACADEMIC TUITION FEES collected from the Pre-KG to Grade 12.

Note:

- I. The Revenue sharing mentioned above is inclusive of GST and all the other taxes as per the government norms and regulations.
- II. Revenue means, Tuition Fee collected from the individual students and it does not include revenue derived from sale of books, Uniforms, Transport, Sports activities, Staff welfare, field trips, Hostel Facilities, maintenance charges and special events.
- III. The Lessee has agreed and undertaken unequivocally that under no circumstances to challenge the ownership of the Schedule Premises by the Lessor.
- IV. The Lessor's Revenue share shall be paid on or before 10th (Tenth) day of the subsequent Quarter. The Lessee shall pay the Revenue to the Lessor by NeFT/ RTGS/ Cheque/ Demand Draft/ Online Transfer. All amounts payable



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pursuant to the terms of this Lease Deed shall be subject to withholding of income tax at appropriate rates (the applicable "tax deducted at source" or any other withholding taxes that may be required in terms of applicable law) prior to making such payments, in respect of which appropriate certificates (TDS Certificates) shall be issued to the Lessor upon the completion of each financial year.



c. Auditing and verification of accounts

The AUDITING of the Accounts will be done on the 10th day of every month with the Lessor's Authorized representative being present and the REVENUE will be shared QUARTERLY as per the amount received by the date of AUDITING done.

5. LESSOR'S SCOPE OF WORK

5.1 The Lessor shall get the Schedule Property fencing on all sides to ensure appropriate safety and security to the students, before commencement of the LEASE TERM.

5.2 To provide the required capacity of HESCOM power supply, Water Supply and Sewage connections from the concerned departments by making necessary applications, at its cost to sustain normal functioning of all amenities at the Education Institution.

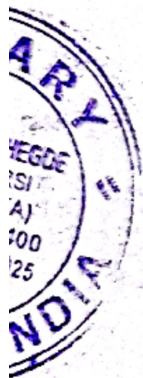
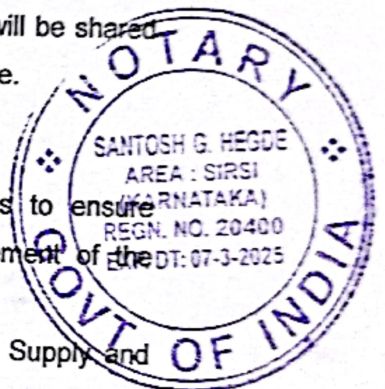
5.3 The Lessor shall be responsible for legality of the Scheduled property.

5.4 The Lessor shall be responsible for payment of property taxes, encumbrances and all other levies imposed on the Schedule Premises by the competent authority.

5.5 The Lessor shall provide the Building safety Certificate for the existing Buildings.

5.6 The Lessor shall provide No-Objection Certificate from the Neighbors to run the School, college, hostel etc.

5.7 Lessor should give the premises neat and clean before handover to lessee and Lessor make sure there are no other party rights in the entire campus for running Plant Nursery etc.



BEFORE ME
SANTOSH G. HEGDE 2/24
B.A LL.B.(Spl.)
ADVOCATE & NOTARY
K.H.B. COLONY, SIRSI (N.K.)
M-9945971374

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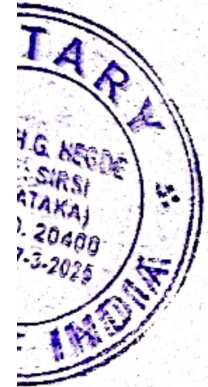
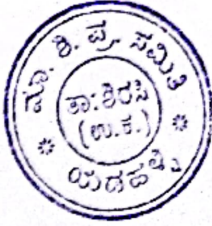
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6. LESSEE'S SCOPE OF WORK

- 6.1 The Lessee agrees to construct additional building as per the requirements of the Lessee during the lease Term at its/ his costs, as per the sanctioned plan by the Competent Authority. The additional construction shall be advised by the Lessor's representatives/ authorized Engineers/ Surveyors/ experts and authorized committee members from time to time, are permitted to suggest any modification, alteration, additions, use of the materials, the Lessor undertakes to implement the same its/ his cost. The Lessee shall take all possible safety precautions to construct the additional building. The Lessee has undertaken to follow all the rules and regulations in constructing the additional building.
- 6.2 The Lessee will undertake the construction of Additional Built-up Area required for the operation of the school/ Hostel, auditorium, sports complex and other allied infrastructure required, as and when the need arises as per the growth in the number of admissions.
- 6.3 The Lessee shall get necessary approvals/ licenses to run the educational institutions from the concerned government authorities.

7. COSTS INCURED:

- 7.1 The Costs/ funds required for the development of the scheduled property will be beared by the Lessee.
- 7.2 And in-case, if the Lessee decides to get loan/ funding from any Bank/ Financial Institutions/ NBFC to construct the building, The Lessor agreed to be the guarantor for the same.
- 7.3 The Lessee is liable to pay all the Loans (only if taken by the Lessee) towards the concerned Lending institution/ Bank/ NBFCs without any default.



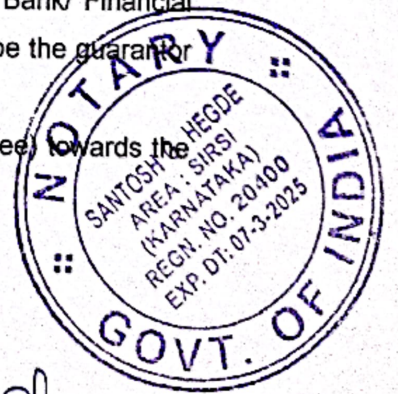
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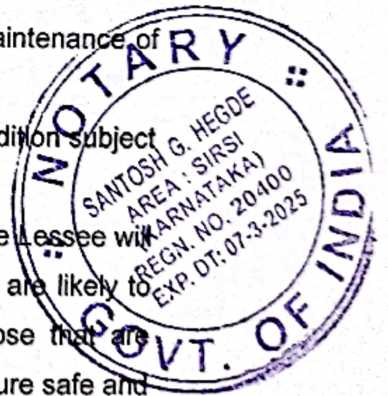
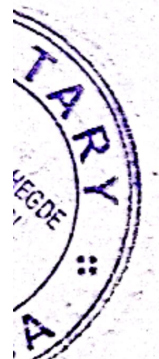
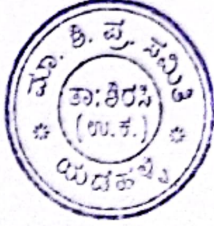




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8. LESSEE'S RIGHTS AND OBLIGATIONS:

- 8.1 The Lessee shall obtain all the approvals/ licenses from the statutory bodies for running the educational institution and incidental activities in the Schedule Premises, as required from time to time. The Lessor shall provide necessary co-operation for obtaining such approvals/ license including issuing NOC or any other information or available documents as required.
- 8.2 The Lessee shall regularly pay the Revenue in accordance with the terms of this Lease Deed and payment of the revenue from time to time.
- 8.3 The Lessee is permitted to install any electrical equipment required for the Lessee's operations hereunder including but not limited to computer systems, Electrical Generator, Solar Panels, electronic exchanges etc. and/ or store all such materials/ articles/ appliances on the Schedule Premises as may be necessary for the Lessee to carry on the operation of the school.
- 8.4 The Lessee shall permit the Lessor or its duly authorized representatives/ committee members, as and when required by the Lessor with prior notice (preferable not during the schooling hours), to inspect the Schedule Premises.
- 8.5 The Lessee shall at its own cost undertake all day-to-day repairs/ maintenance of the Schedule Premises.
- 8.6 The Lessee shall keep the Schedule Premises in good tenant able condition subject to normal wear and tear.
- 8.7 The Lessee shall not do anything illegal on the Schedule Premises. The Lessee will not be permitted to store combustible goods or dangerous goods that are likely to damage or prejudicial affect the Schedule Premises, other than those that are ordinarily required in the course of its educational activities and will ensure safe and appropriate storage of the same.
- The Lessee shall comply with all the rules and regulations of the local authorities whatsoever in relation to the use of Schedule Premises with respect to its educational activities as detailed under this Lease Deed.



SANTOSH G. HEGDE
B.A LL.B.(Spl.)
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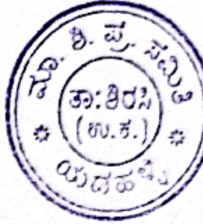
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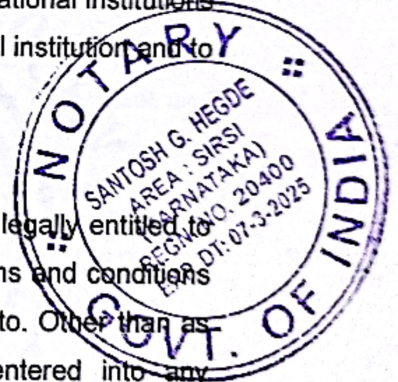
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- 8.9 The Lessee may install air conditioner, partitions, wall panelling or such other interior decorations and make such alterations to the Schedule Premises as may be required to suit its requirements during the Term of the Lease Deed and its renewal (if any).
- 8.10 The Lessee shall apply and obtain necessary insurance to the fit-outs and furniture in the Schedule Premises at its own cost.
- 8.11 The Lessee shall provide 5 seats without Donation on the recommendation of the committee of the Lessor every academic year.
- 8.12 The Lessee shall not be entitled to mortgage, encumber, charge or otherwise borrow money from Bank/ NBFC/ Financial Institutions on the strength or basis of its leasehold interest and on the schedule premises.
- 8.13 The Lessee can give on sub-lease/ assignment basis to any educational institutions to run allied services required for the functioning of the educational institution and to achieve the objects of the TRUST.



9. LESSOR'S COVENANTS AND REPRESENTS:

- 9.1 The Lessor is the lawful owner of the Schedule Premises and is legally entitled to grant the Schedule Premises on Lease to the Lessee on the terms and conditions herein contained and for the purpose detailed in Clause 1.2 hereto. Other than as contemplated under this Lease Deed, the Lessor has not entered into any arrangement or agreement of sale, lease, license or other transaction in respect of the Schedule Premises or any part thereof with any person or party.
- 9.2 The Schedule Premises is not the subject matter of any encumbrance, charge, lien or negative rights of any nature whatsoever nor is the Schedule Premises the subject of any agreement for sale, lease, mortgage or other transaction that may create any rights that could adversely affect the rights of the Lessee under this Lease Deed.



EXECUTION ADMITTED BEFORE ME
SANTOSH G. HEGDE
B.A LL.B.(Spl.)
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K.H.B. COLONY, SIRSI (N.K.)
M-9945971374

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9.3 The Schedule Premises is not the subject of any existing or threatened litigation or claims of any nature whatsoever, made by any party, including claims by any government authority or regulatory body.

9.4 On the Lessee paying the REVENUE hereby reserved and observing and performing the covenants and stipulations herein contained, the Lessee shall, during the Term, be entitled to peaceful and uninterrupted use of the Schedule Premises as per the terms of this Lease Deed including ingress and egress to and from the Schedule Premises, free of any interference, Interruption or objection from the Lessor or any person/s whomsoever claiming through and/ or on behalf of the Lessor. Further, the Lessee, its employees, clients, customers, associates, invitees, suppliers, contractors and visitors relating to the Lessee's educational activities shall have free and unimpaired access to the Schedule Premises at all times during the Term.

9.5 The Lessor hereby permits the Lessee to have the right to apply for, obtain and install telephone, fax, internet, communication and/ or cable lines, Solar panels and other equipment in the Schedule Premises, as may be deemed necessary for its educational activities, at its own cost.

9.6 The Lessor hereby covenants that the Lessee shall have unimpeded permission to run, operate, manage and maintain the educational institution and allied activities and services in the Schedule Premises during the term of this Lease Deed.

9.7 The Lessee shall be free to observe its own working hours and holidays during the period of Lease as per the rules and regulations of the Lessee and the local laws.

10. SIGNAGE

10.1 The Lessee shall be entitled to display or advertise any signage, name board or sign board or any other advertising matter within the Schedule Premises and on the facade of the building in terms of applicable law and the Lessee shall undertake to pay the applicable fee or tax for the same.

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- 10.2 The signage shall be in English and Kannada should be displayed on the school building.
- 10.3 The Inauguration stones of already installed shall not be disturbed, if need be, by taking written permission the same be erected at proper place as approved by the Lessor.



11. ELECTRICITY AND OTHER CHARGES

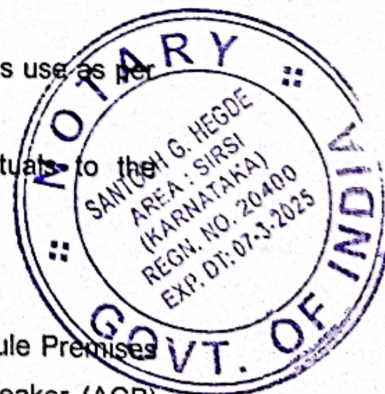
- 11.1 The Lessor has provided the Electricity connection with 5KVA Power for use and enjoyment of the Lessee. In the event the Lessee requires additional load during the term of the Lease, the Lessee shall provide a notice in respect thereof to the Lessor, it shall immediately confirm in writing the technical and legal feasibility of provision of such excess load. If the same is found to be technically and legally feasible, the Lessor shall take all necessary steps in Lessee obtaining the additional load from the concerned Authority. The Lessor undertakes to provide utmost co-operation and assistance to the Lessee including issuing all authorizations, No Objection Certificates and other writings and documents as may be required to obtain such additional load. The cost in respect of installation of such additional load shall be paid by the Lessor. The lessee shall pay to the lessor the interest paid on deposit to HESCOM once in every year as shown in HESCOM bill.

- 11.2 The Lessee shall pay the charges for the electricity consumption for its use as per the actual reading to the relevant authorities.

- 11.3 The Lessee shall pay the charges for water consumption at actual to the concerned authorities.

12. POWER

The Lessor has permitted the Lessee to install solar system on the Schedule Premises with the simultaneous set up of earthing strips, Inverter and air circuit breaker (ACB) panels. The lessee shall maintain the transformer at its own cost.



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M-9945971374

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13. REPAIRS AND MAINTENANCE

- 13.1 The Lessee shall be responsible to repair/ correct any structural or construction faults in the existing building/ block in the Schedule Premises.
- 13.2 The Lessee shall be responsible to maintain or repair/ correct any structural or construction faults in the Schedule Premises for the additional blocks constructed by the Lessee. However, the Lessee at its own cost shall attend to all other maintenance.

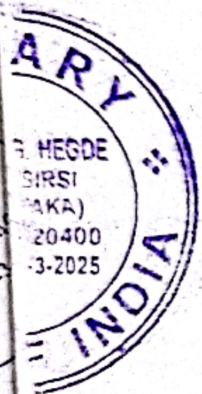
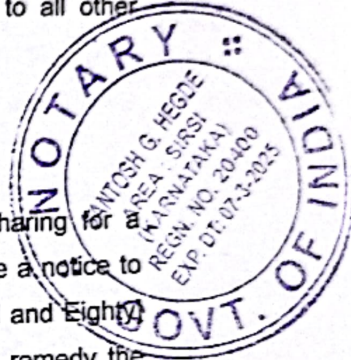
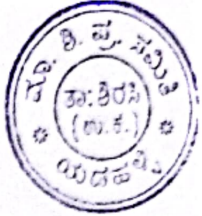
14. TERMINATION

a. Event of Default:

In the event the Lessee defaults in the payment of the Revenue sharing for a consecutive period of 24 [Twenty four] months, the Lessor shall provide a notice to the Lessee to rectify such default within a period of 180 [One Hundred and Eighty] days from the receipt of such notice. In the event the Lessee fails to remedy the default amount within the 180 [One Hundred and Eighty] days, it will be considered as an event of default on the part of the Lessee and the Lessor shall be entitled to terminate this Lease Deed.

- b. The Lessee shall be entitled to terminate this Lease Deed by giving a written notice of 12 [Twelve] months. Provided however, in the event of any material breach of the terms of this Deed by the Lessor, the Lessee shall require the Lessor to remedy the same by giving a written notice of 180 (One Hundred and Eighty) days ("Cure Period"). If the Lessor fails to remedy the breach within the Cure Period, the Lessee shall be entitled to terminate the Deed by giving a notice of 180 (One Hundred and Eighty) days.

- c. The Lessor can terminate the agreement only in-case, if the Lessee does any other business/ activities which is apart from education related. The Lessor shall not be entitled to terminate this Lease Deed except for as provided in clause 14 (a, b, c) above.



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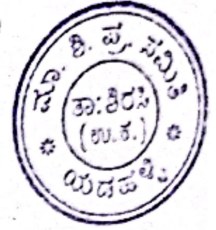


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e. Apart from the above provided circumstances, both parties may terminate the Lease by mutual consent on such terms as may be agreed upon by them.

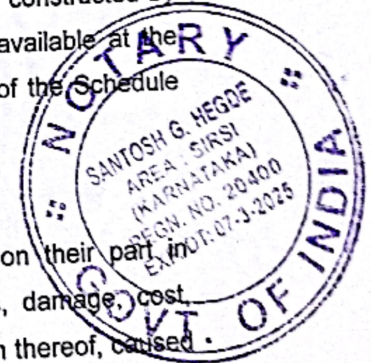
f. Consequences of Termination:

- In such case of an event of Termination of this Lease Deed during course of Academic year, the Lessor should give time to the Lessee till the completion of the Academic year of the particular year of Termination.
- The Lessee shall on termination of this Lease Deed, either by efflux of time or otherwise, vacate the Schedule Premises and hand over the vacant possession of the same to the Lessor.
- Apart from, and simultaneously with, the Lessors shall pay to the Lessee, Goodwill which shall be equivalent to 3 (Three) times the gross annual revenue of the Previous Academic year in the year last prior to expiry or earlier termination of this deed.
- The Lessors shall also pay to the Lessee, the prevailing market price for the additional building and for the other amenities developed, if any constructed by the Lessee at its cost, and the infrastructure brought in and available at the Schedule Property as on the day of handing over possession of the Schedule Property.



15. FORCE MAJEURE

Neither party to this Deed shall be liable for any failure or delay on their part in performing any of their obligations under this Deed or for any loss, damage, cost charges and expenses incurred or suffered by the other party by reason thereof, caused due to acts of war, external aggression, terrorism, vandalism, riot, civil commotion, sabotage, fire, flood, explosion, earthquake or other natural calamities, epidemic, lock-downs, quarantine restriction, state, nation, or industry wide strike or lockout, not being a strike or lockout by the employees of a party to this Deed, epidemic, regulation of Government or flood, explosion, earthquake or other natural calamities or other act of



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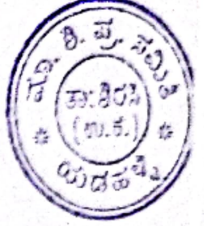
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God. A party shall forthwith inform the other party if prevented from performing any of its obligations hereunder on account of Force Majeure. Further, if the occurrence of a force majeure event results in the total destruction of the Schedule Property and rendering it incapable of being restored or remedied and which renders the continuance of this Deed impossible, this Deed shall come to an end and the Lessors shall refund the Interest Free Refundable Deposit to the Lessee.



16. GENERAL PROVISIONS:

1. Notice:

Any notice or correspondence to be sent to any Party under this Lease Deed shall be addressed and sent to the address mentioned in this Lease Deed and such notice and correspondence is deemed to have been served on such Party if addressed and sent by courier or by personal delivery or Registered Post. Intimation by e-mail shall also be deemed as due intimation.

The email Ids of the Parties for the purpose of this clause is as follows-

If to the Lessor email ID:- mspsamiti@gmail.com

If to the Lessee email ID:- vidyodayafoundation@gmail.com;

vinayhegde9595@gmail.com

The Mobile Numbers of the Parties for the purpose of this clause is as follows-

If to the Lessor:- 99024 47935; 92425 29900

If to the Lessee:- 90195 29595; 95352 66840



2. Variation/ Amendments. No change, variation or modification of any of the terms and conditions set forth herein shall be valid unless incorporated as an amendment to this Lease Deed and signed by the Parties/ their duly authorized representatives. If any changes required, trust amendment agreement can be added to this agreement subject mutually agreed by both the parties.

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NO. OF CORRECTIONS Nil

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3. **Sever-ability.** If any provision of this Lease Deed is held to be unenforceable, illegal or void, all other provisions will nevertheless continue in full force and effect. The Parties will nevertheless be bound to negotiate and settle a further provision to this Lease Deed, which comes, as close to the original provision and which is enforceable, legal and valid.

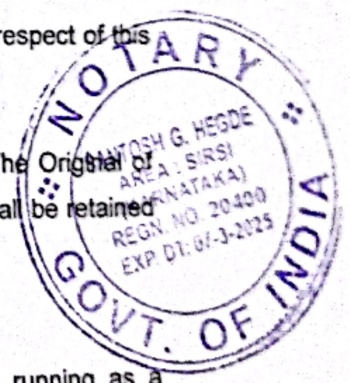


4. **No Waiver.** All the original rights of the Parties under this Lease Deed shall remain in full force and effect notwithstanding the failure of either Party to insist upon the strict performance of this Lease Deed by the other Party. Any neglect or forbearance or delay in enforcement of any right hereof will not be construed as a waiver of the same and both the Parties will, at any time thereafter be entitled to call upon the other Party to comply strictly with the provisions hereof, whether for the same or for a subsequent default.

5. **Entire Agreement.** This Lease Deed constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes all previous deeds or understandings, if any.

6. **Expenses.** The stamp duty and the registration charges to be paid in respect of this Lease Deed shall be borne by both the Parties.

7. **Custody:** This Lease Deed is executed and registered in duplicate. The Original of this Lease Deed shall be with the Lessee and the duplicate thereof shall be retained by the Lessor.



17. PUC SECTION/ COLLEGE EDUCATION.

a) Presently MADHYAMIKA SHIKSHANA PRASARAKA SAMITHI is running as a Government aided Arts and Commerce PUC College in the same campus from many years. The LESSEE is Intending to renovate, rebuild and manage the PUC

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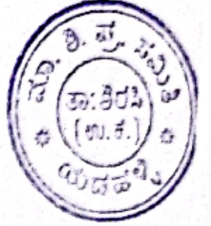
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College section along with Primary and High school. The LESSOR has agreed for the same as per the discussions of the COMMITTEE held at the office on Sixteenth (16th) day of December Two Thousand Twenty Four (16-12-2024). The LESSORS has agreed to provide with a necessary documentation as per the rules and regulations of the concerned authority as when required by the LESSEE for smooth operation of the PUC College. The LESSORS agreed and confirmed and mentioned to the LESSEE that the COMMITTEE or any Members of the Society will not interfere/ disturb with the daily based operations and with the development and also with regards to the fees/ donations/ building fund/ maintenance cost collection for the same (Regarding the Development, Operation and Maintenance of the PUC College). The LESSORS has agreed to handover the PUC college section to the LESSEE effectively from First (01st) day of April Two thousand Twenty Five (01-04-2025).



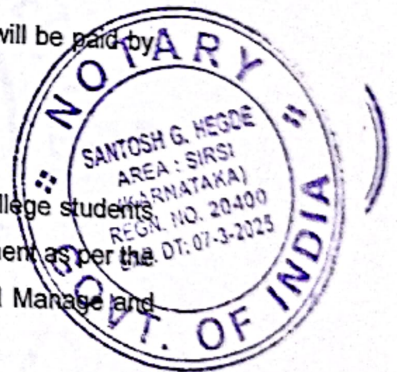
- b) Hence it is Govt Aided institution all the Temporary faculty salaries will be paid by LESSEE effectively from 1st June 2025 onwards.

18. EXISTING HOSTEL AT SCHEDULE PROPERTY

- a) Presently the LESSOR is running the Girls hostel facility for PUC college students in the same campus. As this hostel building is also part of this agreement as per the Schedule Property, The LESSEE intending to renovate, rebuild and Manage and the LESSOR agreed for the same.
- b) There is no revenue sharing in hostel fees collection, and same has been agreed by the LESSOR.

19. AUDITORIUM/ SABHANGANA

- a) LESSOR requested the LESSEE for using the Present Auditorium/ Sabhangana for any educational related functions, and the LESSEE has agreed for the same subject to not to be disturb with the regular school activities.



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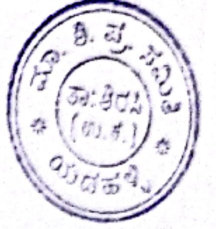
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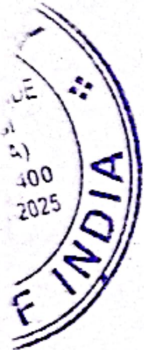
20. ARBITRATION

Any dispute, controversy or claim arising out of or relating to this Lease Deed, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as at present in force, and/or any amendments thereto, from time to time. The place of arbitration shall be in SIRSI Karnataka, India and the arbitration shall be conducted in English. Further, the Sirsi Courts alone shall have jurisdiction to conduct the dispute with regard to this Lease Deed.



21. CONFIDENTIALITY:

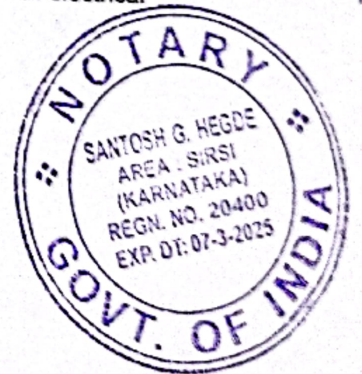
Each Party shall keep all institute related information and other materials confidentially among them.



SCHEDULE PROPERTY

All that piece and parcel of the property bearing Survey No 237 A, B, C situated at Karasulli – Village, Sirsi – Hobli, Sirsi – Taluk, Uttara Kannada - District, measuring 6 Acres 15 Guntas, along with building measuring 20,000 Square feet along with electrical fixtures and water and sanitary facility and bounded on:-

East by : ROAD,
West by : GOVERNMENT LAND,
North by : HIGHER PRIMARY SCHOOL,
South by : GOVERNMENT LAND;



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NO. OF CORRECTIONS Nil

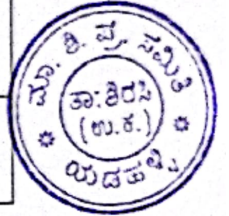


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IN WITNESS whereof the LESSOR and the LESSEE have affixed their signatures to this LEASE DEED on the day, month and year first above mentioned in the presence of the following witnesses:

On Behalf of **MADHYAMIKA SHIKSHANA PRASARAKA SAMITHI - LESSOR**

1. Shri RAMACHANDRA V HEGDE BHAGVAT	
2. Shri JANARDHAN ACHARYA	

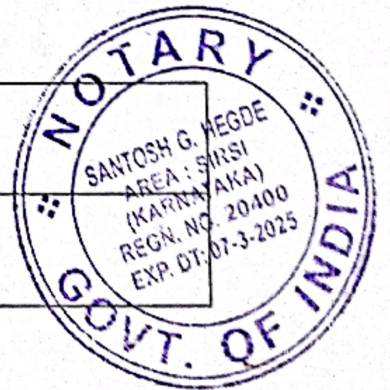


On Behalf of **VIDYODAYA FOUNDATION - LESSEE**

1. Shri VINAYA HEGDE	
2. Shri DINESH POKARRAM PATEL	

WITNESS:

1. Shri SRIDHAR RAMACHANDRA HEGDE	
2. Shri DAYANAND V. BHAT	



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Nil