

Doc. No. 7945/2023



తెలంగాణ తేలంగానా TELANGANA

Tran Id: 231213184159515413
Date: 13 DEC 2023, 06:44 PM
Purchased By:
SANDHYA PARVATHANENI
W/o P ASHOK RAO
R/o CHINTAKUNTA, KOTHAPALLY
For Whom
M/S. SARASWATHI ASSOCIATES

Siddham BD 449856

SITAIK SADDAM HUSSAIN
LICENSED STAMP VENDOR
Lic. No. 04/2018
Ren.No. 4/2021
H.NO.2-7-308, REVENUE CLUB,
KARIMNAGAR
Ph 9959958116

LEASE DEED

This 'Deed of Lease' made on this the 15 th day of December 2023, by and Between:

ACK
8219
CS
8142
M/s. Saraswathi Associates a registered partnership firm bearing registration No. 629/2023 dated 31.10.2023 having its office at 86/A/A/1/1/1, 86/A/A/1/1/2, 86/A/b/1, 86/A/d, 86/A/e, 86/A/h/1/1 & 86/A/h/1/2 Chintakunta, Kothapally/Kothapally, Karimnagar Telangana (PAN ASDFS4367N) (GST 36AFDFS4367NIZD) represented by its partner Mrs. Sandhya Parvathaneni, W/o. P. Ashok Rao, aged about 53 years, Occ. : Business, resident of 6-57/34, Ashoknagar, Chintakunta Vill., Kothapally Mdl., Karimnagar Dist. Aadhar No. 8925 9325 1999, PAN : BAWPP6546H, Mobile No. 9440322301 .

(Herein after called the First Party or Lessor) of the one Part.

AND

SRI NALANDA EDUCATIONAL SOCIETY, a registered society bearing Regd No: 4187/1991, PAN : AADAS1447H, Warangal Dist. having its office at No.11-27-16, Kothawada, Warangal District, Telangana State. Represented by its President, Sri. Mallempati Sreedhar, S/o Narasimha Rao, aged about 56 years, Resident of H.No. 11-4-16, Nehrunagar, Khammam Town & District, Telangana State. Aadhar No. 5072 6491 5495, Mobile No. 9246927755. Through their Authorized person Sri. Talla Sada Siva Reddy, S/o. Talla Koti Reddy, aged about 53 years, Occ. : Employee, Resident of H.No. 8-3-227, Flat No. 404, Sri Krishna Sai Apartment, Yousufguda, Hyderabad, Telangana State. Aadhar No. 2473 4374 8907, PAN : ADOPT8843P, Mobile No. 9618522100.

(Hereinafter called the Second Party of Lessee) of the other part.

P. Sandhya

[Signature]

Presentation Endorsement:

Presented in the Office of the Sub Registrar, Gangadhara along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 42700/- paid between the hours of 11 and 12 on the 15th day of DEC, 2023 by Sri Snahdya Pravathaneni

Execution admitted by (Details of all Executants/Claimants under Sec 32A):

SI No	Code	Thumb Impression	Photo	Address	Signature/Ink Thumb Impression
1	LE		 TALLA SADA SIVA REDD [2002-1-2023-8147]	TALLA SADA SIVA REDDY[R]SRI NALANDA EDUCATIONAL SOCIETY, KOTHAWADA, WARANGAL DIST H.NO.8-3-227, GLAT NO.404, SRI KIRSHNA SAI APT, YOUSUFGUDA, HYDERABAD	
2	LR		 SANDHYA PARVATHANI [2002-1-2023-8147]	SANDHYA PARVATHANI[R]SARASWATHI ASSOCIATES, CHINTHAKUNTA H.NO.6-57/34, ASHOKNAGAR, KARIMNAGAR	

Identified by Witness:

SI No	Thumb Impression	Photo	Name & Address	Signature
2		 M RAJU :: 15/12/2023. 12:0 [2002-1-2023-8147]	M RAJU S/O NAGESH R/O VEMULAWADA	
1		 THUMMA RAJ KUMAR :: 1 [2002-1-2023-8147]	THUMMA RAJ KUMAR S/O LAXMINARAYANA R/O GOPALAPURAM	

15th day of December, 2023

Signature of Sub Registrar
Gangadhara

Biometrically Authenticated by
SRO Lakshmi Padma
on 15-DEC-2023 12:09:50

E-KYC Details as received from UIDAI:

SI No	Aadhaar Details	Address:	Photo
1	Aadhaar No: XXXXXXXX1999 Name: Parvathaneni Sandhya	C/O Parvathaneni Ashok Rao, Chintakunta (Rural), Karimnagar Rural, Karimnagar, Telangana, 505001	
2	Aadhaar No: XXXXXXXX8907 Name: Talla Sada Siva Reddy	Sad Shiva Reddy Talla, Khairatabad, Hyderabad, Telangana, 500045	

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Whereas the **LESSOR** is the absolute owner and possessor of property bearing Survey No. **86/A/B/1/2, 86/A/D/2, 86/A/E/2, 86/A/H/1/1/2** admeasuring 2 Acres 20 Guntas situated at Chinthakunta Village, ~~Kothapally~~ Mandal and District, Karimnagar which the **LESSOR** had acquired vide Pattadar pass book as follows:

Pattadar Pass Book No and date	Owner	Survey No	Extent Guntas Ac. Gts,
T17100120931 04.12.2023 Account No. 60518	M/s. Saraswathi Associates	86/A/B/1/2	0.25
		86/A/D/2	0.25
		86/A/E/2	0.25
		86/A/H/1/1/2	0.25
		Total	Acres 2.20 Guntas

WHEREAS the said agriculture land converted into non-agriculture land vide NALA Proceeding No. 2300853377, dtd. 05-12-2023, issued by Tahsildar & Jt. Sub Registrar, Kothapally Mandal.

A building is proposed to be constructed on 1/2 (half) acre i.e. 2420 Sq.Yards of the above said property consisting of total plinth area admeasuring 100000 Sq.ft, which is specifically described in the schedule annexed hereto and which will herein after be referred to as the demised premises.

WHEREAS the Lessor has agreed to leased out the said premises in phased manner i.e. 50000 Sft. shall handover in Phase-1, In the academic year 2024-25, and another 50000 Sft. shall handover in Phase-2, In academic year 2025-26, in favour of Lessee and whereas the Lessee has agreed to take the said premises on lease for the purpose of starting Educational Institution for a lease period of **16 years with Lock-in period of 16 years, w.e.f. 01.06.2024** till 31.05.2040. and the remaining open land for playground which carries no rental value.

However, if the **LESSOR** does not cooperate with the **LESSEE** in any respect for handover of premises and smooth running of its operations prior to lease period/handover of premises, then **LESSEE** have full right to terminate this the lease deed with immediate effect and interest free security deposit and Short term security deposit shall be refunded within 7 Days.

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

1. The **LESSOR** hereby declares that they are the owners and possessor of the demised premises which is more fully described in the schedule mentioned hereunder.
2. That in pursuance of the above agreement and in consideration of the rent herein reserved the **LESSOR** do hereby agree to transfer by way of lease on or before **01st June 2024** all that its part and parcel of the scheduled property unto the **LESSEE** to

P.Sandhya



Endorsement: Stamp Duty, Transfer Duty, Registration Fee and User Charges are collected as below in respect of this instrument.

Description of Fee/Duty	In the Form of						
	Stamp Papers	Challan u/S 41 of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	DD/BC/ Pay Order	Total
Stamp Duty	100	0	427000	0	0	0	427100
Transfer Duty	NA	0	0	0	0	0	0
Reg. Fee	NA	0	42700	0	0	0	42700
User Charges	NA	0	1000	0	0	0	1000
Mutation Fee	NA	0	0	0	0	0	0
Total	100	0	470700	0	0	0	470800

Rs. 427000/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 42700/- towards Registration Fees on the chargeable value of Rs. 21349361/- was paid by the party through E-Challan/BC/Pay Order No ,571YM0141223 dated ,14-DEC-23 of ,SBIN/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 470750/-, DATE: 14-DEC-23, BANK NAME: SBIN, BRANCH NAME: , BANK REFERENCE NO: 7073408457133, PAYMENT MODE: NB-1001138, ATRN: 7073408457133, REMITTER NAME: SANDHYA PARVATHANENI, EXECUTANT NAME: SARASWATHI ASSOCIATES, CLAIMANT NAME: SRI NALANDA EDUCATIONAL SOCIETY).

Date:

15th day of December, 2023

Signature of Registering Officer
Gangadhara

Certificate of Registration

Registered as document no. 7975 of 2023 of Book-1 and assigned the identification number 1 - 2002 - 7975 - 2023 for Scanning on 15-DEC-23.

Registering Officer
Gangadhara
(J. Padma)

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hold the same till the subsistence of the lease on the following terms and conditions. The actual plinth area of the building shall be determined after completion of construction of the building. The rent will be paid only for the actual available/constructed plinth area under utility.

3. The term of the lease is for a period of **16 years with Lock-in period of 16 years**. The lease period will commence from 01st June 2024 and run till 31st May 2040 or 16 years from the date of actual occupation of building by the **LESSEE**. The Lease period may be renewed after the expiry of Lease agreement with the consent of both the parties on the agreed terms at that time.
4. Both the parties agrees that in case lease is terminated during the Lock in period, the party terminating the lease will be liable to pay rent for balance Lock in period.
5. That the LESSEE has agreed to pay a monthly rent as follows:

Sl No.	Lease Period	No. Of Months	Monthly Rent Amount in Rs. (with GST)	Total Rent Amount in Rs. (with GST)
1	01-06-2024 to 31-05-2025	12	Rs. 7,75,000/-	Rs. 93,00,000/-
2	01-06-2025 to 31-05-2026	12	Rs. 15,50,000/-	Rs. 1,86,00,000/-
3	01-06-2026 to 31-05-2027	12	Rs. 16,27,500/-	Rs. 1,95,30,000/-
4	01-06-2027 to 31-05-2028	12	Rs. 17,05,000/-	Rs. 2,04,60,000/-
5	01-06-2028 to 31-05-2029	12	Rs. 17,90,250/-	Rs. 2,14,83,000/-
6	01-06-2029 to 31-05-2030	12	Rs. 18,75,500/-	Rs. 2,25,06,000/-
7	01-06-2030 to 31-05-2031	12	Rs. 19,69,275/-	Rs. 2,36,31,300/-
8	01-06-2031 to 31-05-2032	12	Rs. 20,63,050/-	Rs. 2,47,56,600/-
9	01-06-2032 to 31-05-2033	12	Rs. 21,66,203/-	Rs. 2,59,94,430/-
10	01-06-2033 to 31-05-2034	12	Rs. 22,69,356/-	Rs. 2,72,32,266/-
11	01-06-2034 to 31-05-2035	12	Rs. 23,82,823/-	Rs. 2,85,93,876/-
12	01-06-2035 to 31-05-2036	12	Rs. 24,96,291/-	Rs. 2,99,55,492/-
13	01-06-2036 to 31-05-2037	12	Rs. 26,21,106/-	Rs. 3,14,53,272/-
14	01-06-2037 to 31-05-2038	12	Rs. 27,45,920/-	Rs. 3,29,51,040/-
15	01-06-2038 to 31-05-2039	12	Rs. 28,83,216/-	Rs. 3,45,98,592/-
16	01-06-2039 to 31-05-2040	12	Rs. 30,20,512/-	Rs. 3,62,46,144/-
Total Rent				Rs. 40,72,92,000/-
Avg. Annual Rent				Rs. 2,54,55,750/-

The rent payable is subject to deduction of TDS as per Income Tax laws, by way of demand draft / cheque on or before 10th day of next english calendar month and the TDS certificate in form – 16A of the IT Act will be issued once in a year.

P. Sandhya



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The **LESSEE's** liability to pay rent to the **LESSORS** will commence from **01st June 2024** or on date of actual occupation of the completed building by the **LESSEE**. The rent will be paid in proportion to the occupied slab area of the building. Common areas like **Cellar, Parking, Playground, open land, elevation balconies, O.T.S.** will not be considered for the calculation of the rent. However, the **LESSEE** shall have right to utilize the space/area along with the building.

6. Both the parties agree that post handover of premises, they will execute the building handover letter and that the said letter will reflect the actual area and actual date of possession of the building.
7. That the **LESSORS** agree to provide/construct the required no. of internal wall partitions, toilets, flooring, water, electricity etc. as per the requirements of the **LESSEE**.
8. As part and parcel of this deal the **LESSORS** have agreed to let the **LESSEE** use the open land for playground which is also co terminus with this lease deed and does not carry any rental value.
9. That the **LESSEE** agrees to enhance the rent as mentioned above table.
10. That the **LESSEE** has agreed to pay to the **LESSOR** a sum of Rs.50,00,000/- (Rupees Fifty Lakhs only) towards interest free rental deposit for area of 50,000 SFT. Both the parties agree that upon issue of vacation notice, the amount of rent payable will be adjusted in the later months of notice period basis rent payable for said period and mutual understanding of both the parties. For better clarity for e.g.: If interest free rental deposit amount can be adjusted in 3 to 6 months than the same will be adjusted in later 3 to 6 months of the notice period and rent will be paid for balance notice period.
11. That the **LESSEE** has also agreed to pay an additional sum of Rs.1,00,00,000/- (Rupees One Crore only) for area of 50,000 Sq.fts, to the **LESSORS** towards short term security deposit which shall be deducted @ 50% of the rent payable to the Lessors from the date of occupation of the building till the total short-term security deposit is totally recovered.
12. That the building shall be constructed as per the approved plan by the respective Authority and as per CBSE norms. The plan of the building to be constructed shall be signed by both the parties and the said plan would be treated as part and parcel of this deed. The elevation of the premises should be consulted with the **LESSEE** and designed so as to bring out rich ambiance to the structure and its location.
13. The **LESSEE** shall have a right to alter the building according to the convenience without affecting the utility and the life of the building with the prior approval of the **LESSOR** in writing for major works.
14. That the **LESSEE** hereby agrees to use the said premises for the purpose of running educational institution(s) and not for any other purpose. The **LESSEE** is at liberty to use the leasehold premises for any other Educational Institutions established by him/them.

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15. The **LESSEE** has a right to sub lease the property to any of its group Companies/ firms/ Trusts etc. for the purpose of running the educational institutions.
16. That the **LESSOR** shall be liable to pay the property tax, GST, all other municipal taxes and statutory taxes levied by the Municipal Corporation or local authority or State or Central Government in respect of the building. However, Water and Electricity consumption charges as per the meter readings and the bills issued by the competent authorities shall be paid monthly/regularly by the **LESSEE** during the tenancy.
17. That the registration charges whatsoever required for getting the lease deed registered for any/all purposes with sub-registrar or district registrar shall be borne by the **LESSOR** and **LESSEE (50%-50%)** only. They **LESSOR** must agree to register a separate lease deed that is required to be submitted get permission to run the educational institution, this expense will be borne by the **LESSOR** and **LESSEE (50%-50%)** only.
18. That the **LESSOR** agree to undertake the responsibility of colouring/ painting and doing repairs, required for the demised premises once in four years in order to keep it in good state. In case the same is undertaken by the **LESSEE** with the prior approval of the **LESSOR**, the cost incurred by the **LESSEE** shall be reimbursed by the **LESSOR** by way of deduction from the succeeding monthly rentals payable.
19. The additional electrical consumption deposit (**ACD**) shall be borne by the **LESSOR**. In case the **ACD** is paid by the **LESSEE** the same shall be reimbursed by the **LESSOR** by way of deduction from the Last 6 months rentals. Approx 156 KV Transformer to be erected by the **LESSOR** according to the technical and electrical requirement proportionate to the building.
20. Entire building is to be fixed with tube light, bulb fixtures and fan Hooks as directed by the **LESSEE**. Speaker cables and telephone cables should be provided as directed by the **LESSEE**. The **LESSOR** must provide pipelines and wiring for CCTV cameras at all required areas as desired by the **LESSEE**.
21. The **LESSOR** must provide sufficient water for drinking and sanitary purpose. There must be a bore well drilled and fit with a **5 HP motor to pump water to an overhead tank with a capacity of 10,000 liters** from where pipelines will let out water to restrooms and at required spots. Also, if the said bore well dries up it is the responsible of the **LESSOR** to drill a new one at their own cost or the same will be undertaken by the **LESSEE** and the spent amount will be deducted from the rent. There should also be a sump in the ground level where drinking water will be stored and pumped into a separate 5000-liter tank on the terrace from where pipelines will lead to outlets at each floor level where it will be used.
22. The **LESSOR** must provide sheds at terrace for installation of RO water plant and provide separate tanks with required capacity for drinking cool water and RO water and must provide separate pipelines from the water tanks to all the floors.
23. All rooms/corridors are to be provided with reputed quality **anti-skid tile** flooring and toilet/restroom/urinal floors, walls, passages to be fitted with glazed anti-skid tiles. Corridors, two staircases walls to be provided with tiles or enamel paint up to the height of 3 to 4 feet. The doors frames shall be with wood sections, main door with

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flush

flush shutter, windows of sliding UPVC make and bathroom doors with bison board paneled shutters/ G I sheet shutters. That LESSOR agrees to provide the doors, windows and the bathroom's fittings of good quality. Office rooms, visitors lounge, Director/Principal rooms shall be given altek finishing on the walls and the flooring with vitrified tiles. All floors including two staircases with railing to be furnished with iron gates as directed by the LESSEE wherever necessary. All open balconies/OTS, corridors to be provided with grills.

24. That the LESSOR agrees to provide a compound wall around the building with the gates erected at the required areas. And also agreed to provide lift as per the requirement of the LESSEE.
25. Both the parties agree that the LESSOR are responsible for the structural maintenance of the building till the completion the term of lease.
26. LESSOR will use good quality fittings for mechanical, electrical and plumbing. LESSOR will be responsible for the maintenance with respect to the mechanical, electrical and plumbing equipment's for the first 1 year.
27. All classrooms to be constructed platform of 8"x 4½ ft. at the floor level below the area where the chalk board is proposed to be placed. Wooden door stoppers for classrooms and vision glass of 6" diameter to be installed in all the doors. Cement racks to be provided in each classroom, office block, & reception as per the requirement of the LESSEE.
28. In the event of any portion of the leased premises being taken away/acquired for the set-back or for the road widening purposes or otherwise by the statutory authorities the LESSEE shall not be entitled to claim any compensation or any other claim whatsoever for any such action from the LESSOR property. However, the lease rentals of the premises shall be reduced as per the available plinth area with immediate effect.
29. The LESSOR agrees to abide by the mutually agreed schedule of construction annexed to this lease deed. LESSOR agrees to allow LESSEE to monitor progress of the works from time to time. LESSEE will inspect the progress in the first week of May 2024 and determine if the work is on schedule. If the work is behind schedule and the LESSEE determines that the LESSOR will not be able to handover the completed building by 15th May 2024, LESSEE has the right to postpone the occupation of the property for the next academic year, i.e. LESSEE will take possession of the building 2025-26.
30. Both LESSOR and LESSEE agree that the building should be handed over to Lessee by 15th May 2024 at the latest. In case there is any delay and the LESSEE agrees to such delay, LESSOR agrees to forgo rent until the end of the following month, i.e. if the building is handed over in June, LESSOR agrees to forgo rent until end of July.
31. The LESSOR represent and warrant that the LESSOR are in physical and lawful possession of the DEMISED PREMISES and are fully entitled to execute this lease deed and the DEMISED PREMISES can be used for the activities of the Lessees business of running the educational activity and can enjoy quiet and peaceful possession and use of the DEMISED PERMISES. In the event the LESSOR have

P. Sandhya

[Signature]

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mortgaged or mortgaged at any time, the DEMISED PREMISES, the LESSOR shall ensure that the leasehold right and interest hereby created in favor of the LESSEE is not in any manner disturbed/hindered/affected by the LESSOR' mortgage during the subsistence of this deed.

32. The LESSOR promised to assist the LESSEE to claim warranty etc. in the first year. Thereafter the cost of all minor repairs shall be borne by the LESSEE. The LESSEE is not responsible for structural defects because of natural calamities like earthquake, Hurricanes, riots, fire ablaze etc. Soil load to be provided wherever required. Security posts (Rooms) at the all gates (including main gate) shall be provided by the LESSOR. The approach road to the premises will be provided by the LESSOR.
33. **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.
34. The LESSOR have agreed to provide generator shed & platform required capacity which will be used and maintained by the LESSEE.
35. Computer Lab/ Multimedia to be provided with electric plug/sockets at the ground level and electrification to the level of installing A/C's and the platform raised and neatly tiled. Laboratories-preferably physics, chemistry & biology are to be fully ventilated, and the platforms raised and neatly tiled as per the requirement of the LESSEE. Cement Cupboards with rack facility are to be provided for storage purpose of the instruments under utility.
36. The LESSOR should provide the authorized building plan, Sanitary Certificate, Structural Soundness Certificate, Fire Safety Certificate (With all fire safety equipment as specified by the competent authority), Municipal Occupancy Certificate, etc. issued by the competent authority at the LESSOR own cost. The occupancy certificate will be provide by the LESSOR within 6 months form the date of occupation of the building.
37. This agreement is subject to arbitration as per the Indian Conciliation and Arbitration Act, 1996 and all disputes regarding this lease deed shall be subjected to **Karimnagar Jurisdiction** only.
38. The LESSOR agreed to provide the LESSEE with necessary NOC if the premise of the demised property is located in any localities that if residential/society/community in nature from their respective authorized bodies.

P-Sandhya



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39. Regarding school games and etc., in there premises contains 3630 Sq.Yards for construction building & three rooms allotted to indoor playing games purpose, and 8470 Sq.Yards for play ground, thus the total area of 12100 Sq.Yards.

~~40. This Lease deed is drawn in Two sets, Original will be retained by the LESSOR, and Duplicate will be retained by the LESSEE.~~

P. Sandhya
M. S. S.

SCHEDULE OF PROPERTY

All that part and parcel of the proposed building bearing Survey No. **86/A/B/1/2, 86/A/D/2, 86/A/E/2, 86/A/H/1/1/2**, admeasuring **12100 Sq.Yards OR 10116 Sq.Mtrs**, Situated at Chinthakunta Village, Kothapally Mandal, in Karimnagar District to be consisting building total plinth area of 100000 sq.ft. leased to the Lessee is bounded by:

East : 40 feet wide Road and Land belongs to P Sandhya.
West : Land belongs to P Chandriah and others
South : Land belongs to P Ashok rao and others.
North : Land belongs to B Ramulu

Deficit stamp duty Rs. 4,27,000/-, Registration Fee Rs. 42,700/-, User Charges Rs. 1,000/-, Haritha Nidhi Rs. 50/-, thus the Total Amount of Rs. 4,70,750/- Paid through SBI, e-Challan No. 571YM0141223, Stamps Value Rs. 100/-.

In Witness Where of the **LESSOR** and **LESSEE** have signed this Lease Deed at their free will, and sound mind, without any force or coercion. Having read the above contents and having understood, they have affixed their hand seals and their signatures on this Lease Deed on the day, month and year of the first mentioned above in the presence of the undersigned witnesses.

Witnesses:

1. 

P. Sandhya
LESSOR

2. 


LESSEE

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