

(Original) F-4289/2016-17.

ದಸ್ತಾವೇಜು ಹಾಳೆ
DOCUMENT SHEET



ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
This Sheet can be used for any Documents

DEED OF LEASE

This **DEED OF LEASE** is entered into, on this the 17th day of **September 2016**, between:-

M/S CANTREADS (P) LTD., a Company registered under the Indian Companies Act, and having its registered Office at Shaktinagar, Mangalore, represented by its Managing Director, Mr. K.C. Naik (K.Chandrashekar Naik), aged 78 years, residing at T2, Classique Signature, Alvares Road, Kadri, Mangalore; Hereinafter called the "**LESSOR**" of the one part;

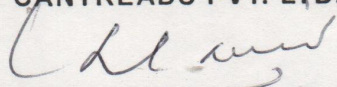
- AND -

SHAKTHI EDUCATION TRUST' a registered Trust, having its office at #3-E-13-1098/8, Classique Pride, 3rd floor, Bikarnakatta, Mangalore-575005 and represented by its Managing Trustee **Mr.Sanjith Naik**, aged 42 years, s/o Mr.K.Chandrashekar Naik, #T2, Classique Signature, Alvares Road, Kadri, Mangalore-2; Hereinafter called the **LESSEE** of the other part;

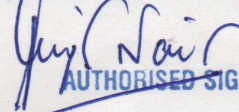
WITNESETH as follows:-

A The immovable property more fully detailed in the Schedule here below hereinafter referred to as schedule property belongs to the LESSOR Company, (which was previously named as M/s Canara Rubber Products Pvt. Ltd., and latter changed its name as 'CANTREADS (P) LTD), having acquired by it along with the adjacent Properties, as per the Transfer Deed dated 22-12-1973, registered as document No.958/73-74, in Book-I, Volume 328 at pages 164 to 175 on the file of Head Quarters Sub-registrar of Mangalore City.

For **CANTREADS PVT. LTD.**


(K. C. NAIK)
Managing Director

For **SHAKTHI EDUCATION TRUST**


AUTHORISED SIGNATORY

Document No. 4289
of 2016-17 of Book I
Contains 10 Sheets
Sub-Registrar



ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

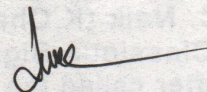
1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ ಶಕ್ತಿ ಎಜುಕೇಷನ್ ಟ್ರಸ್ಟ್ ಇದರ ಮ್ಯಾನೇಜಿಂಗ್ ಟ್ರಸ್ಟಿ ಸಂಜೀತ್ ನ್ಯಾಕ್, ಬಿನ್ ಕೆ ಚಂದ್ರಶೇಖರ್ ನ್ಯಾಕ್, ಇವರು 36500.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	500.00	ಡಿ ಡಿ ನಂ441146 ಕಾರ್ಪೋರೇಶನ್ . ಬ್ಯಾಂಕ್ ಮಂಗಳೂರು , ದಿನಾಂಕ 14/9/2016
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	36000.00	ಡಿ ಡಿ ನಂ441144 ಕಾರ್ಪೋರೇಶನ್ . ಬ್ಯಾಂಕ್ ಮಂಗಳೂರು , ದಿನಾಂಕ 14/9/2016
ಒಟ್ಟು :	36500.00	

ಸ್ಥಳ : ಮಂಗಳೂರು ಸಿಟಿ

ದಿನಾಂಕ : 17/09/2016


SUB REGISTRAR
MANGALORE CITY

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ

(ಮಂಗಳೂರು ಸಿಟಿ)

Designed and Developed by C- DAC ,ACTS Pune.



B. 1) The LESSOR Company has developed said properties into a housing layout consisting various house sites and also provision for other purposes and got approved the layout plan of the said properties, as per the order of the Mangalore Urban Development Authority (MUDA) passed in proceedings No.MANAPRA/NAYOSA/VINYASA/58/2005-06 and by virtue of a resolution passed in the in the meeting of the Board of Directors of the LESSOR company dated 6-1-2003, the said Company authorized its Managing Director to develop, sell, covey, transfer and also to execute necessary deed of conveyance/s in favour of intended Purchaser/s/ transferee/s.

2) In furtherance of the same the LESSOR has sold major part of house sites in the said housing layout to various persons and the schedule property (which has been assigned with a site No.65 by the Mangalore Urban Development Authority as per the layout approval) being a large sight remain unsold and the LESSOR has been in actual possession and enjoyment of the same on Mulageni right.

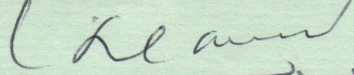
C. 1) The LESSEE is a TRUST constituted as per the Deed of Declaration of Trust dated 30-04-2016, registered as document No.18/2016-17, in Book IV, recorded in CD No. MGCD521 on the file of Sub Registrar of Mangalore City, which has been formed with a main objective of establishing and running educational institutions, Schools, colleges including colleges for Medical and para-medical courses/ sciences, Engineering and Technology and amongst various other objectives as detailed in the aforesaid Deed of Declaration of Trust. To achieve its aforesaid objectives the LESSEE was in search of a suitable place so as to acquire the same on term lease.

2) The LESSEE having found the schedule property is suitable for its aforesaid purposes approached the LESSOR with a request to lease the same on yearly rental basis. The LESSOR was also planning to put the Schedule properties for best use and to make gain thereby has accepted the said offer and after mutual discussions, the LESSOR has agreed to lease and the LESSEE has agreed take on lease the schedule property subject to various terms and conditions agreed between them and they have decided to enter into a Deed of Lease on an agreed terms and conditions, as detailed hereunder;

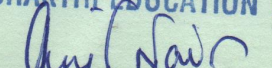


Document No. 4289
of 20-16-17 of Book IV
Contains 10th Sheet
2nd Sheet
Sub-Registrar

For CANTREADS PVT. LTD.


(K. C. NAIK)
Managing Director

For SHAKTHI EDUCATION TRUST


AUTHORISED SIGNATORY



Print Date & Time : 17-09-2016 11:29:24 AM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 4289

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್ ಮಂಗಳೂರು ಸಿಟಿ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 17-09-2016 ರಂದು 11:19:20 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	6000.00
2	ಸ್ಯಾನಿಂಗ್ ಫೀ	460.00
3	ಪರಿಶೀಲನಾ ಶುಲ್ಕ	100.00
4	ದ್ವಿ ಪ್ರತಿ ಶುಲ್ಕ	100.00
5	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	35.00
	ಒಟ್ಟು :	6695.00

ಶ್ರೀ ಶಕ್ತಿ ಎಜುಕೇಷನ್ ಟ್ರಸ್ಟ್ ಇದರ ಮ್ಯಾನೇಜಿಂಗ್ ಟ್ರಸ್ಟಿ ಸಂಜೀತ್ ನ್ಯಾಕ್, ಬಿನ್ ಕೆ ಚಂದ್ರಶೇಖರ್ ನ್ಯಾಕ್ ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿಟ್ಟನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ ಶಕ್ತಿ ಎಜುಕೇಷನ್ ಟ್ರಸ್ಟ್ ಇದರ ಮ್ಯಾನೇಜಿಂಗ್ ಟ್ರಸ್ಟಿ ಸಂಜೀತ್ ನ್ಯಾಕ್, ಬಿನ್ ಕೆ ಚಂದ್ರಶೇಖರ್ ನ್ಯಾಕ್			

SUB REGISTRAR
MANGALORE CITY

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿಟ್ಟನ ಗುರುತು	ಸಹಿ
1	ಶಕ್ತಿ ಎಜುಕೇಷನ್ ಟ್ರಸ್ಟ್ ಇದರ ಮ್ಯಾನೇಜಿಂಗ್ ಟ್ರಸ್ಟಿ ಸಂಜೀತ್ ನ್ಯಾಕ್, ಬಿನ್ ಕೆ ಚಂದ್ರಶೇಖರ್ ನ್ಯಾಕ್. (ಬರೆದುಕೊಂಡವರು)			
2	ಮೆಸರ್ಸ್ ಕ್ಯಾನ್ ಟ್ರೇಡ್ಸ್ (ಪಿ) ಲಿಮಿಟೆಡ್ ಇದರ ಮ್ಯಾನೇಜಿಂಗ್ ಡೈರೆಕ್ಟರ್ ಕೆ ಸಿ ನ್ಯಾಕ್ (ಕೆ ಚಂದ್ರಶೇಖರ್ ನ್ಯಾಕ್). (ಬರೆದುಕೊಂಡವರು)			

SUB REGISTRAR
MANGALORE CITY



D. NOW THIS DEED OF LEASE WITNESSETH AND IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The LESSOR do hereby grant unto the LESSEE by way of lease the schedule vacant property (hereinafter referred to as the said Demised Premises) to hold, improve and enjoy the same unto the LESSEE for the purposes of establishing educational institutions, for the Term as hereinafter defined, at the Rent hereinafter mentioned and reserved and on the terms and conditions hereinafter contained.

2. This Lease shall be for a period of 30 years which shall commence from **16-09-2016** and the said period of 30 years hereinafter referred to as the "Term", subject to the earlier determination or renewal thereof. On completion of period of lease, both parties shall come to an understanding regarding the continuity of the Lease for the further period with terms and conditions mutually agreed there on taking into the prevailing situation at that time subject to enter into fresh Lease Deed of Lease.

3. a) The LESSEE agree and undertake to pay to the LESSOR during the Term of lease Rental at ₹12,00,000/- (rupees twelve lakh only) per year for a period of 30 years from the commencement date mentioned above, which shall be the "rent commencement date" for the purposes of this Lease and the rental shall be payable at the end of running year of lease, however, subject to deduction of tax at source as applicable and the Tax Deduction Certificate in the prescribed form shall be issued to the LESSOR. All payments payable by the LESSEE to the LESSOR under this deed shall be made by account payee cheque drawn in favour of the LESSOR or by money transfer to the Bank account of the LESSOR.

b) In addition to the rental agreed to be paid by the LESSEE, the LESSEE shall pay the Service Tax or any other tax if and in case found necessary from time to time and the LESSEE hereby agrees that it shall pay and discharge such liability promptly and regularly without making the LESSOR liable and answerable to the demands of the concerned authorities/department and the LESSEE hereby indemnifies the LESSOR from all actions and proceedings etc., in respect thereof.

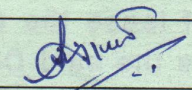

For CANTREADS PVT. LTD.


For SAKTHI EDUCATION TRUST




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of 2016-17 of Book I
Contains 10 of Book I
257d Sheet
Sub-Registrar


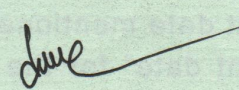
ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	ಸುಜಾತ ಗೋಪಾಲ್, ನ್ಯಾಯವಾದಿ ಮಂಗಳೂರು	
2	ನಾಗರಾಜ್ ಎ, ಬಿನ್ ದಿ ಪರಮೇಶ್ವರ ಆಚಾರ್ಯ ವ್ಯಾಸನಗರ, ಮಂಗಳೂರು	

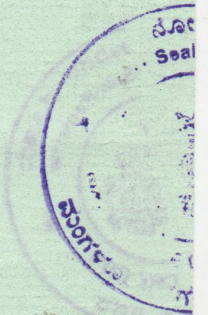

SUB REGISTRAR
MANGALORE CITY

No of copies registered with the Original (1) Only


SUB REGISTRAR
MANGALORE CITY

<p style="text-align: center;"> 1 ನೇ ಪ್ರಸ್ತಕದ ದಸ್ತಾವೇಜು ನಂಬರ MGC-1-04289-2016-17 ಆಗಿ ಸಿ.ಡಿ. ನಂಬರ MGCD545 ನೇ ಧರಲ್ಲಿ ದಿನಾಂಕ 17-09-2016 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ  ಸಬ್ ರೆಜಿಸ್ಟ್ರಾರ್ (ಮಂಗಳೂರು ಸಿಟಿ) SUB REGISTRAR MANGALORE CITY</p>
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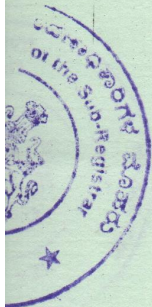
Designed and Developed by C-DAC, ACTS, Pune



4. The LESSEE who is put in possession of the schedule land i.e. the demised premises, is entitled to improve the same by putting up required structure for establishing educational institutions at its cost and responsibility including obtaining of all required sanctions, licence from the concerned local body, including Corporation of the City of Mangalore and is entitled to hold the same as a 'Term Lessee' under the LESSOR subject of payment of rental and by complying with the various terms and conditions stipulated in this Deed of Lease.

5. Notwithstanding anything else to the contrary, the LESSOR hereby covenants with the LESSEE that upon the LESSEE paying the Rent hereby reserved and observing and performing the covenants, terms and conditions on its part herein contained, the LESSEE shall be fully entitled to hold, use, possess and enjoy the Demised Premises throughout the Lease Term without any interruption, eviction, claim or demand by the LESSOR or anyone acting on behalf of or claiming through the LESSOR and the LESSOR hereby undertakes that, he shall do or abstain from doing all such acts, deeds or things as may be necessary to ensure the peaceful possession and enjoyment of the demised premises by the LESSEE during the term of the Lease.

6. Notwithstanding anything contained herein, if the LESSEE is unable to use, hold or enjoy the Demised Premises or any part thereof for their business or other purposes, as a result of any legal or other proceedings or action in respect of the Demised Premises by reason of any law, regulations, rules, bye-laws in force in India or otherwise for any reason whatsoever including non-viability, the LESSEE shall have the right exercisable at its sole and exclusive option, to determine this lease forthwith by giving (6) months notice in writing to the LESSOR. In such an event the LESSEE entitled to dismantle and remove all improvements including structures, fixtures and fittings, interiors and all other things from the Schedule property.



Document No. 4289
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Contains 10 Sheets
444 Sheets

Sub-Registrar

For CANTREADS PVT. LTD.

(Signature)
(K. C. NAIK)
Managing Director

For SHAKTHI EDUCATION TRUST

(Signature)
AUTHORISED SIGNATORY

7. It is hereby agreed that, the LESSEE having agreed to put up structures/buildings in the demised premises shall take care of the entire land and building and shall maintain the same during the period lease at its cost and responsibility and the LESSOR shall have no such responsibility.

8. That the LESSEE further agrees and covenants with the LESSOR as follows:

a) Not to assign/sublet/grant license to use or part with the possession of the Demised Premises or any part thereof without the consent of the LESSOR. Provided that the possession and use of the Demised Premises by any subsidiary holding or associate group of the LESSEE shall be subject to payment of rent by the LESSEE only and such user shall not amount to assignment, sub-letting, granting licence or parting with possession of the Demised Premises. However, the ultimate responsibility of payment of rent and observation of the terms and conditions shall always be with the LESSEE.

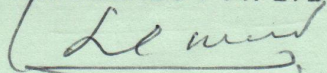
b) To permit the LESSOR and its duly authorised agents at all reasonable times of the day with 48 hours prior notice, without causing inconvenience, damage or disturbance to the LESSEE, its possessions, to enter upon the Demised Premises for inspection.

c) To insure and keep insured during the term of the lease, all its buildings to be put up therein, movable items, its furniture and fixtures against loss or damages by fire, theft, damage by riots, storm, damage and other forms of force majeure under a general Insurance Policy. Besides that it shall be sole responsibility of the LESSEE to secure its assets by employing Security personnel at their cost and responsibility to secure things belonging to them.

9) The LESSOR hereby declares, covenants, warrants and represents to the LESSEES as follows:-

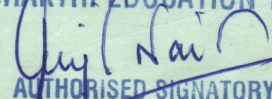
a) The LESSOR is the lawful owner of the Demised Premises having absolute authority, good title and right to grant this lease in respect of the Demised Premises in accordance with the terms hereof.

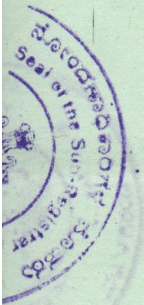
For CANTREADS PVT. LTD.



(K. C. NAIK)
Managing Director

For SHAKTHI EDUCATION TRUST


AUTHORISED SIGNATORY



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b) That the LESSOR has not entered into and do not propose to enter into any agreement or negotiation of whatsoever nature with any other person in respect of the demised premises, however, creation of lease under this Lease Deed no way restricts the LESSOR to sell the Schedule premises to any third party, who agreeable to continue the lease on the same terms conditions with the LESSEES.

c) That there are no proceedings, legal or otherwise pending in connection with the ownership or otherwise of the Demised Premises;

d) That the LESSEE shall take necessary and adequate insurance to cover the value of the improvements for its safety. The LESSOR shall in no way be responsible for the safety and security of the LESSEE'S workmen, improvements and material and their all things as a whole.

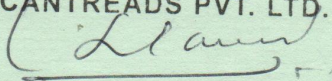
e) The LESSEE shall have the right to use and display signage, signboards and the like on the Demised Premises as required and deemed necessary by the LESSEE at the place which is suitable to them.

f) The LESSOR agrees to save, hold the LESSEE harmless, indemnify and shall keep the LESSEE fully indemnified against all direct and consequential costs, charges, claims, demands, actions, suits, proceedings, damages, losses or any other liability of whatsoever nature, including but not limited to legal expenses, caused to or suffered or incurred by the LESSEE, arising out of any of the covenants/ representations/ declarations or undertakings of the LESSOR as contained in this Deed, being untrue and false as also against breaches, non compliances or other causes of whatsoever nature, attributable to or induced by the LESSOR or any person acting or claiming under the LESSOR.

g) The LESSEE is entitled to make use of the entire schedule land for its purposes relating to establishing an educational institution.

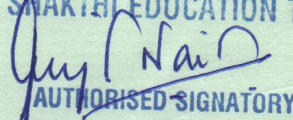
10. Provided and it is hereby agreed by and between Parties as follows:

For CANTREADS PVT. LTD.



(K. C. NAIK)
Managing Director

For SHAKTHI EDUCATION TRUST


AUTHORISED SIGNATORY

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6/15 Sheet
Sub-Registrar

a) In the event of breach of any of the covenants and conditions to be observed and performed by either Party hereunder, the other Party may at their option terminate this Lease by giving to the defaulting party 3 months notice in writing, specifying the breach complained of and requiring its remedy and this Deed would stand determined on the expiry of the said notice period, unless the defaulting Party would have remedied or repaired the said breach before the expiry of the said notice period to the complete satisfaction of the non-defaulting Party.

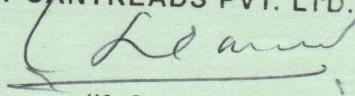
b) Upon the expiry or sooner termination of this deed, the LESSEE will be entitled to take away all its improvements, fixtures and fittings from the Demised Premises and restore the Demised Premises in good condition,

c) That if the LESSOR at any time during the Term of this lease sell and/or transfer, assign, convey, mortgage, create any charge or are dispossessed from or in respect of the Demised Premises as a whole or in any part or parts thereof to any one person or more than one person, then in that event the LESSEE shall attorn to such transfers on same terms and conditions as are contained herein. However, a letter shall be issued by the prospective new LESSOR(S) in favour of the LESSEE confirming that the terms herein agreed shall be binding on the new LESSOR.

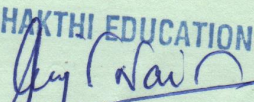
d) In case the LESSEE fails to hand over the actual and vacant possession of the Demised Premises to the LESSOR upon the expiry of the lease period, such occupation shall be treated as unauthorized occupation and the LESSOR shall be entitled to claim damages from the LESSEE for such wrongful occupation till the surrender of the demised premises. For the purposes of this clause, withholding or retention of possession of the demised premises by the LESSEE by way of security for the unpaid amount of the Security Deposit due from the LESSOR shall not constitute unauthorized occupation.

e) The LESSEE shall hand over the peaceful and vacant possession of the Demised Premises to the LESSOR at the end of the Term.

For CANTREADS PVT. LTD.



(K. C. NAIK)
Managing Director

For SHAKTHI EDUCATION TRUST

AUTHORISED SIGNATORY



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f) The Terms of this Deed shall not be altered or added to nor shall anything be omitted there from except by means of a Supplementary Deed in writing duly signed by the Parties hereto.

g) If any one or more provisions of this Deed shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

h) In these presents, save as otherwise expressly provided, a reference to the masculine gender shall include the feminine and vice versa and reference to the singular shall include the plural and vice versa.

The expressions LESSOR and LESSEE herein above shall unless it is repugnant to the context or meaning thereof mean and include its respective successors in administrators and assigns.

Schedule
Description of the Property

Non-agricultural (converted) immovable property held on Mulageni Right (Perpetual Leasehold right) situated in Padavu Village, Mangalore Taluk, within Mangalore City Corporation and within the registration Sub-district of Mangalore City, D.K. District and comprised in;

	<u>R.S.No</u>	<u>MUDA</u> <u>Site No.</u>	<u>Extent</u> A - C	<u>Portion</u>
i)	19/2 (Part)	65	3 - 60.26	Northern
ii)	19/1A1 (Part)		0 - 22.50	Northern
		Total -	3 - 82.76	
			(15,490.30 Sq. Mters)	

with all mamool easementary rights appurtenant thereto.

Boundaries of item No.(i):-

North: Survey line,
South: House site in the same S. No. & Layout road
East : Survey line & House site in the same S. No. & Layout road
West : House site in the same S. No. & Public road.

Boundaries of item No.(ii):-

North: Survey line,
South: Layout road
East : Portion of the same S. No.
West : Item No.(i) proeprty.

The aforesaid properties are more fully shown in the sketch annexed hereto in Blue colour.

For CANTREADS PVT. LTD.

For SHAKTHI EDUCATION TRUST

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The Seal of
Mangalore City Corporation

The aforesaid property along with other properties have been converted for non-agricultural purposes, as per the conversion endorsements issued by the Tahsildar, Mangalore Taluk, in ref No.Adis/LNA/CR/560/97-98, dated 12-10-1997, Adis/LNA/CR/467/2006-07, dated 28-08-2006 and Adis/LNA/CR/572/1996-97, dated 16-10-1997;

IN WITNESS WHEREOF, the PARTIES hereunto have signed this Agreement on the date, month and year first above written, at Mangalore.

For CANTREADS PVT. LTD.

(Signature)
(K. C. NAIK)
Managing Director

LESSOR

For SHAKTHI EDUCATION TRUST

(Signature)
AUTHORISED SIGNATORY

LESSEE

Witnesses:-

1) *(Signature)*
Sujatha Gopal
Advocate
Mangalore

2) *(Signature)*
Naganaj A
S/o Kati Parameshwara Acharya
Flat No. 303, Block - C.
Shanthala Ashiyana
Behind R.P.T
Vyasanagara Mile-04

Drafted By:-

(Signature)
Gopala Maniyani U,
Advocate,
No.101, City Plaza, Kodialbail,
Mangalore-575 003



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