

41728/2019



தமிழ்நாடு தமில்நாடு TAMILNADU நாள்...02.07.19..

AS 526535

AYYAMMAR CHARITABLE TRUST  
ERODE - 638012

J. Sivas  
S. ராஜேசன்

அதிகாரத்தாள் விடுபடையாளம்:  
ஒங்காளியம்மன் கோவில் வீதி  
ஈரோடு - 3, (தமிழ்நாடு),  
L.NO - 12343 / B / B4



LEASE AGREEMENT

This agreement is made on this day, 02<sup>nd</sup> July 2019 at Erode  
by and between 1) **P. SUBRAMANIAM**, (PAN - CIXPS 1709 R)  
(Voter I.D. No.FSW 2662989) (Cell No.9489810403) S/o.  
M. PALANISAMY GOUNDER, aged About 65 years, 2) **S. RAJESH**,  
(Aadhaar No.2064 0659 3438) (Cell No.9842750033) S/o.  
P. Subramaniam (PAN-CIXPS1709 R) (Aadhaar No.2064 0659 3438)

LESSOR

LESSEE

1) P. Subramaniam

S. Rajesh

2) S. Rajesh

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Erode







தமிழ்நாடு தமிழ்நாடு TAMILNADU நாள்... 22.7.19...

AS 526536

AYYAMMAR CHARITABLE TRUST

ERODE - 638012

S. சந்திரன்

முத்திரைத்தாள் விற்பனையாளர்:  
3, ஓங்காளியம்மன் கோவில் வீதி  
ஈரோடு - 3, (தமிழ்நாடு),  
L.NO : 12343 / B / 84

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(Cell No.98427 50033) both are Residing at Ayyammar Thottam, Thindal, Erode 638012, herein after called as "LESSOR" which term same expression shall mean and include all their legal heirs, executors, administrators, assigns, etc of the Party of FIRST PART.

AND

AYYAMMAR CHARITABLE TRUST, registered trust has its registered office at 489, Ayyammar Thottam, Thindal, Erode -

LESSOR

LESSEE

*[Signature]*

*[Signature]*

*[Signature]*

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தமிழ்நாடு தமில்நாடு TAMILNADU

தாள்...02...7...19...

AS 526537

AYYAMMAR CHARITABLE TRUST

ERODE - 638012

S. ராஜேஸ்  
S. ஸ்ரீதரன்

அதிரைத்தாள் விற்பனையாளர்  
ஓங்காளியம்மன் கோவில் வீதி  
ஈரோடு - 3, (தமிழ்நாடு),

3

S. NO. RAJESH / B / 84

638012, represented by its Managing Trustee

Aachaar No.2064 0659 3438) (Cell No.98427 50033) S/o.

P. Subramaniam PART, he the "LESSEE", which term shall mean and include board of trustees/elected & nominated Executor of trust as per regulations of trust. Wherever the context so requires, the LESSOR and the LESSEE shall be collectively referred to as the 'Parties' and individually as the 'Party'.

LESSOR

LESSEE

P. Subramaniam

S. Rajesh

S. Rajesh

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தமிழ்நாடு தமில்நாடு TAMILNADU நாள். 02.07.19.....

AYYAMMAR CHARITABLE TRUST  
ERODE - 638012

AG 779011

S. ராஜேஸ்வரி  
S. ராஜேஸ்வரி

முத்திரைத்தாள் விற்பனையாளர்  
3, ஓங்காளியம்மன் கோவில் வீதி  
ஈரோடு - 3, (தமிழ்நாடு),  
LNO - 12343 / B / 84

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The LESSOR is the owner of the vacant land bearing S.F.No. 88/3, Thindal village, Erode Taluk, Erode 638012, bearing Patta No.54, measuring approximately 3.54-1/2 Acres, whereas in the Partition Deed, dated.27.08.2008 registered as Doc. No. 4343/2008 in the Office of the Sub-Registrar, Perundurai, the above said land came to be allotted to the share of P. SUBRAMANIAM to hold the said land during his lifetime and later absolutely to his only son S. RAJESH, the Party of the First

LESSOR

LESSEE

P. Subramaniam

S. Rajesh

S. Rajesh

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தமிழ்நாடு தமில்நாடு TAMILNADU

தாள்... 02.7.19...

BU 297729

AYYAMMAR CHARITABLE TRUST  
ERODE - 638012

*[Handwritten Signature]*



சுதந்திரத்தாள் விரிபணையாளர்  
3, ஓங்காளியம்மாண்டி கோவில் வீதி  
சேராடு - 3, (தமிழ்நாடு),  
L.NO : 12343 / 8 / 84

5

Part under Schedule 'A' therein, herein referred to as "Said property" and similarly described in the schedule of property mentioned at the end of this document offered to let-out the said entire vacant land/property including and the LESSEE had agreed to take the said property on the terms and conditions herein below

LESSOR

LESSEE

*[Handwritten Signature]*

*[Handwritten Signature]*

*[Handwritten Signature]*  
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mentioned. The LESSEE intends to start a Pre-school &/Play-school &/Primary school&/high school &/higher Secondary school on the said property.

**NOW IT IS MUTUTALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

1. The Parties agree that the said Schedule Property has lease out to the LESSEE by the LESSOR for setting up of School or/educational institutions. The LESSEE shall implement the said school Project and commence educational/commercial/institutional operations as laid down herein after.
2. The LESSEE shall obtain all necessary licenses, and permits or permissions as may be required under various statutes for carrying on its educational and other charity activities.

The LESSEE is hereby authorized by LESSOR to carry out all construction works on the Site for their purpose, in accordance with Indian law. The Lessee may renovate the leased structures, reconstruct, demolish the buildings /combination of buildings/blocks of building , as per their own

LESSOR

LESSEE

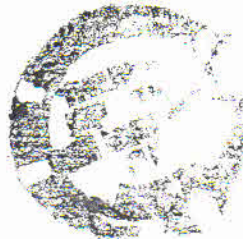
*P. S. S.*

*S. S. S.*

*S. S. S.*

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specification by their own contribution on the Site in order to carry out its obligations and exercise its rights under the Indian Law.

3. LESSEE agreed to give all lawful details of approval details of school building whenever necessary to LESSOR and its LESSEE duty to obtain necessary building approval from various Government authorities. LESSOR will coordinate in getting approval from competent & relevant authorities.
4. The LESSEE undertakes that as and when the Schedule Property is no longer required by the LESSEE for the aforesaid Project/Purpose, the LESSEE shall forthwith relinquish and surrender the land in favour of the LESSOR, and in the event of such surrender, the LESSOR is not obligated to refund the cost of any construction/buildings /combination of buildings/blocks of building constructed by the LESSEE.
5. In the event of cancellation of agreement for the Schedule Property leased, the LEASE ADVANCE made by the LESSEE shall stand forfeited, towards the use and occupation of the Schedule Property. However the LESSOR may, at its option,

LESSOR

LESSEE

*P. J. ...*

*S. ...*

*S. ...*  
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 Erode



consider the refund of the amounts as lease advance paid by the LESSEE subject to the deductions and other terms and conditions. All charges in respect of water, electrical power, drainage, sewage disposal, street lighting and other utilities, and related taxes, deposits and charges will be paid to and settled by the LESSEE with the concerned authorities.

- 6. If there are any constructions/combination of buildings/ blocks of building constructed by the LESSEE on the land in the Schedule Property, the LESSOR may at its option either refund the cost as assessed by it after the assessed cost is collected from the incoming party or otherwise direct the LESSEE to remove the buildings at their cost within such time as may be allowed by the LESSOR.
- 7. The Parties agree that except lease advance, no amounts whatsoever shall be refundable/payable on the termination/ surrender/expiry of the Lease Period and no ownership rights, title, interest whatsoever on/into the Schedule Property shall ever be deemed to have been created in the Intending LESSEE at any point of time by virtue of any clause mentioned in this Agreement to Lease.

LESSOR

LESSEE

*P. S. ...*

*S. ...*

*S. ...*

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8. The LESSOR shall pay all necessary fees to Architect, Civil & Structural engineers and charges for working plans from their own contribution. The approval fees, charges and other incidental expenditures shall be borne by LESSOR and the entire construction cost including electrical, plumbing & other fittings and fixers will be borne by LESSOR only.
9. The LESSOR shall cooperate with LESSEE in obtaining necessary educational/charity/school/school building approval & NCOs for competent authorities.
10. The mutually agreed lease amount shall be Rs.2000/- (Rupees Two thousand only) Per annum for entire piece of land extension, details mentioned above.
11. The first year lease will commence and rent shall pay on June 2020 for forthcoming year. The subsequent lease amount is payable in advance by the June of every succeeding year regularly. The rent shall be payable after deducting TDS as applicable.
12. The tenancy and the term of the Lease shall be for 33 (Thirty Three) years ("Lease Period"). The Lease Period shall commence from the date of Agreement to Lease.

LESSOR

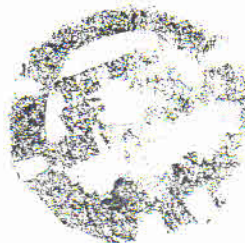


LESSEE




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13. Both parties agree that total lease advance amount shall be 10,000/- only (Rs. Ten Thousand only). The LESSEE has PAID Rs.5,000/- (Rs. Five Thousand) to LESSOR as first part of agreement advance. No separate receipt required for this transaction and this agreement also stands as receipt of the same amount.
14. The LESSEE also shall pay second part of lease advance amount of Rs.5,000/- (Rs. Five Thousand only) to the LESSOR before starting of building construction work and after getting necessary plan approvals. As per clauses of this agreements entire amount of advance shall be refunded at the time of vacating the said property by the LESSOR.
15. The LESSOR shall provide water (Bore well water &/ Drinking water), to the LESSEE from water sources belongs to him/available in his possessed adjacent land and LESSEE shall make all arrangement by their own contribution.
16. The LESSOR shall pay the property tax existing or to be increased from time to time, as levied by the Municipal Corporation in respect of the said property. Any other levies by the government or any local authority on the said property will also be borne by the LESSOR.

LESSOR



LESSEE



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Joint I/I Sub Registrar  
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17. The LESSOR shall not object parking of vehicles by the LESSEE and their students, parents and other trust related persons in the said property. The space outside the said property can be used by the LESSEE by them own responsibility and arrangements.

18. The LESSOR would be responsible for settling any issues related to leasing the said property to the LESSEE in case any of the neighbors or Government authorities raises any objection over the educational use of the said property.

19. The LESSEE can make any form of renovations/ alteration/modification/rebuild in the said property as required for running its business and can remove the same if it desires before leaving the said property.

20. The LESSEE can renovate the open area in and around the said property as per its requirement and use it for the purposes of the said pre-school/play school/primary school/high school /higher secondary school.

21. The LESSEE shall not store any explosives in the said property and not shall carry on any illegal trade or business other than trust and educational activities.

LESSOR

LESSEE

*P. S. ...*

*S. ...*

*S. ...*

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22. The LESSEE shall not sub-let either in whole or in part of the said property and shall not part with the possession of the said property to any third party. However, the LESSEE can allow and appoint & render rights to any school management group to manage &/ use the said property for the educational activities on behalf of LESSEE.

23. The LESSEE can display its signage boards in and around the said property as per its educational/trust activities requirements.

24. The LESSEE can enter into any contract or agreement or any other transactions for the purpose of promoting any of the objects of the Trust. The LESSEE can enter into any contract/agreement/MOU/Franchise Agreement with any experts in the field of education to establish an educational institution with such expert's popular brand name in this said property.

25. The LESSOR shall not be liable to any injury caused during and after construction and to any LESSEE staffs, school children or anyone in the said property.

LESSOR

LESSEE

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*[Handwritten signature]*

*[Handwritten signature]*

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Erode



26. If the LESSEE fails to pay the lease amount for a consecutive period of 3 (Three) years, the LESSOR is entitled to terminate the lease agreement with prior notice of 12 (Twelve) months as vacating period.
27. The validity, construction and performance of this Agreement shall be construed and the legal relations between the Parties hereto shall be determined and governed in accordance with Indian law and shall be subject to the exclusive jurisdiction of the courts at Erode.
28. The both parties agree that this agreement will register mutually in any registrar office in Erode district at any date lawfully, when any of the party intends to do as necessary. The stamp duty and all other expenses in respect of this Lease Deed shall be borne and paid by the LESSEE.

**Schedule of Property**

In Erode Registration District, In Erode Sub - Registration District, Erode Taluk, Old No.47, New No.31 Thindal Village, Survey No.88/3 Punjai Hectare 1.43.50 (Punjai Acre 3.54-1/2) lands building in this property bounded as follows.

LESSOR

LESSEE

*P. J. ...*

*S. ...*

*S. ...*

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North : Nanjanapuram Road , Corporation Road

South : Land belongs to Mr. Velusamy and parties.

East : Land belongs to Mr. Govindaraj and parties.

West : Re.Survey No.88/2

In this measuring Punjai Acre 3.54-1/2 Land and Pathway rights.

IN WITNESS WHERE OF the parties have set their hands and seal to this agreement on the date, month and year first above mentioned with free will and consent.

FOR AYYAMMAR CHARTIABLE  
TRUST

P. SUBRAMANIAM

*P. Subramaniam*

S. RAJESH

*S. Rajesh*

PARTY OF FIRST PART  
/LESSOR

*S. Rajesh*

(S. RAJESH)

MANAGING TRUSTEE

PARTY OF SECOND PART/  
LESSEE

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Joint *[Signature]* Sub Registrar  
Erode

WITNESSES:

*S. Subramaniam*

S. Suresh Duraisamy s/o Subramani, 52 velankattu,  
kandikatturam (po) Avai Poondurai, Erode 638115.

*D. Dinesh Kumar*

D. Dinesh Kumar s/o km Dharmothirai  
97/ Kalliyagan Kadu Avai Poondurai po 638115

Drafted By: *[Signature]* (S. VIJAYAKUMAR) s/o S. Sritharan  
Erode-3. LNO-A/1725/99/ERD