

BNS-1-12355
೨೨-೨೩

ಈ ದಸ್ತಾವೇಜು.....13.....ಪುಟಗಳನ್ನು ಹೊಂದಿರುತ್ತದೆ
ಒಂದನೇ ಪುಟದ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ.....12355.....
2022-23

LEASE DEED

THIS DEED OF LEASE is made and executed on this First day of OCTOBER, TWO THOUSAND and TWENTY TWO (01/10/2022) at Bangalore

BETWEEN:

ATHIQUE AHAMED
S/o Late Mr S M Mohammed Oosman.
Residing at 26/3.1st Main. HG Layout
Ganganagar Bangalore -32

Here in after called the 'LESSOR', (which expression where context admits shall include his heirs representatives, administrators), of the ONE PART;

AND IN FAVOUR OF:

M/S BROAD VISION EDUCATIONAL AND WELFARE TRUST" (Reg),
Represented by its President, Ms. ANDALEEB TUBA,
Situatd at No.B7,B8 *& B9, Gem Plaza ,
Infantry Road, Bangalore - 560001,

Hereinafter referred to as the 'LESSEES' (Which expression shall, wherever the context so require include and mean its successors in internet and title, partner, heirs, legal representative, executor, administrator, assigns etc.,) of the OTHER PART.

WHEREAS, the Lessor is the owner of the land bearing survey Number (Old Sy No 80/2A, New Number is 80/9 situated at Thanisandra Village, KR Puram Hobli

Athique Ahamed

Andaleeb Tuba

೧೧ನೇ ಪ್ರತಿರೋಧಕ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ...1೧೩೫೫.....
2022-23

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration
ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀಮತಿ M/S Broad Vision Educational and Welfare Trust (Regd) Rep by its President Ms Andaleeb Tuba , ಇವರು 19100.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಚೆಲನ್	19100.00	Challan No CR1022003000282505 Rs.19100/- dated 13/Oct/2022
ಒಟ್ಟು :	19100.00	

ಸ್ಥಳ : ಬಾಣಸವಾಡಿ

ದಿನಾಂಕ : 14/10/2022

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ
ಉಪ ನೋಂದಣಿ ಅಧಿಕಾರಿ
ಬಾಣಸವಾಡಿ, ಬೆಂಗಳೂರು-43

Designed and Developed by C- DAC Pune.

3ನೇ ಪುಟದ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ.....12355.....
2022-23

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Bangalore East Taluk Bangalore, which is property is morefully described in the schedule and hereinafter called as Schedule A Property.

Whereas the lessor has purchased the schedule property by way of registered Exchange deed, dated 21/01/2021, registered as BNS-1-14897-2020-21 CD Number BNSD 1202 Book number 1, before the office of the Sub Registrar Banasawadi, Bengaluru.

Whereby the **Lessor herein** became the absolute owner of the schedule property, by way of Exchange deed as detailed above, and has been in peaceful, uninterrupted possession and enjoyment of the same and has been exercising all acts of the ownership over the same since the execution of the Exchange deed.

WHEREAS the scheduled property is converted, by conversion order issued by the Deputy commissioner Bangalore District Bangalore vide letter number 275816 dated 22/12/2021. The scheduled property has been applied for khatha transfer in BBMP office for use of educational purpose measuring 20 guntas.

The Lessee being the **President** of the **Broad Vision Educational and Welfare Trust (Reg)**, has been looking for new places for expansion of the activities of the trust, Whereas the **Lessee** has approached the Lessor, to lease out the SCHEDULE property. Whereas Lessor, has agreed to lease out the same to the lessee. With the Following terms and conditions have been mutually agreed upon between the parties:-

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:

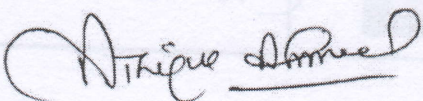
1. LEASE

1.1 : In consideration of the rent herein reserved and the covenants herein contained, the Lessor leases to the Lessee:

1.1.1 The schedule Property as on and with effect from lease Commencement Date;

1.1.2 SCHEDULE Property as on and with effect from the Rent Commencement Date, to hold the same unto the lessee, for the Term, paying therefore, a lease rent (as stated in below clause 3.1) from the Rent Commencement Date and upon construction of SCHEDULE Property as set out in clause 0 hereunder.

1.2 The Lease of SCHEDULE Property will commence from 1st October 2022 (the "**Lease Commencement Date**") and the lease of SCHEDULE Property shall commence from the date the SCHEDULE Property is completed in full by the Lessor and the



Andaleeb Tuba



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2022-23 ✓

Print Date & Time : 14-10-2022 11:46:58 AM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 12355

ಬಾಣಸವಾಡಿ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 14-10-2022 ರಂದು 11:17:36 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	3200.00
2	ಸೇವಾ ಶುಲ್ಕ	800.00
3	ಕೊರತೆ ಮುದ್ರಾಂಕ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	4040.00

ಶ್ರೀಮತಿ M/S Broad Vision Educational and Welfare Trust (Regd) Rep by Its President Ms Andaleeb Tuba C/o Infantry Road Bangalore 560001 ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ವೋಟೊ	ಹೆಚ್ಚಿಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀಮತಿ M/S Broad Vision Educational and Welfare Trust (Regd) Rep by Its President Ms Andaleeb Tuba C/o Infantry Road Bangalore 560001			Andaleeb Tuba

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಬಾಣಸವಾಡಿ, ಬೆಂಗಳೂರು-43

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ವೋಟೊ	ಹೆಚ್ಚಿಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/S Broad Vision Educational and Welfare Trust (Regd) Rep by Its President Ms Andaleeb Tuba . C/o Infantry Road Bangalore 560001 (ಬರೆದುಕೊಂಡವರು)			Andaleeb Tuba
2	Mr Athique Ahmed S/o Late S M Mohammed Oosman . (ಬರೆದುಕೊಂಡವರು)			Athique Ahmed

ಉಪ ನೋಂದಣಾಧಿಕಾರಿ



Lessee is put in possession and occupation of the same. Such date is hereinafter referred to as the Rent Commencement Date.

2. CONSTRUCTION

2.1 The Lessor has handed over 21,780 Sq.ft of the land area, equivalent to 20 guntas of converted land, along with about 5,000 sft of super built up space as the constructed area to commence the rent from 01/10/2022, for a period of 30 years at the rate of Rs 10,000/- Per month as monthly rent, with increment of 5% at the end of every 5 years.

2.2 To enable any construction, the Lessee shall pay to the Lessor the refundable Amount (as stated in clause 5.1 below) during the course of construction in a phased manner. The Lesser shall use the said sum of **Rs.5,00,000/- (Rupees Five Lakhs only)**, this amount shall use be refundable at the time of handling over of the asset by the Lessess to the Lessor after to expiry period of 30 years or as per exit clause, the advance made shall solely be used to construct the required built-up area immediately over the Schedule B Property.

2.3 Upon the Lessor completing such construction in the manner aforesaid, the Lessor shall lease, and to the Lessee, and the Lessee shall take on lease from the Lessor the SCHEDULE Property in the manner set up in this Deed.

2.4. Any further amendment shall be by way of supplement deed, and all the further supplement deeds shall be read as part and parcel of this deed.

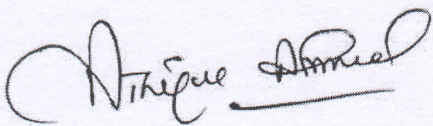
3. RENT

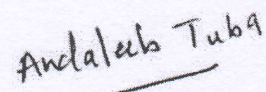
3.1 In consideration of the Lessor giving on lease the Demised Premises, the Lessee shall pay a lease rent of Rs. 10,000/- (Rupees Ten Thousand Only) per month from the Rent Commencement Date **01/10/2022**.

3.2 The Lessee shall deduct the Loan Amount (as stated in clause 5.1 below), tax deducted at source and any other statutory deductions, as applicable, on the rent payable and pay the remainder to the Lessor.

3.3 The aforesaid rent shall stand increased at the rate of 5% (five percent) at the beginning of every five years if the Rent Commencement Date.

3.4 Neither this lease nor the rights or obligation hereunder shall be further leased out or delegated in whole or in part by the Lessee to any third party or entity without prior written approval of the Lessor. In the event of Lessor not approving the Lessee's


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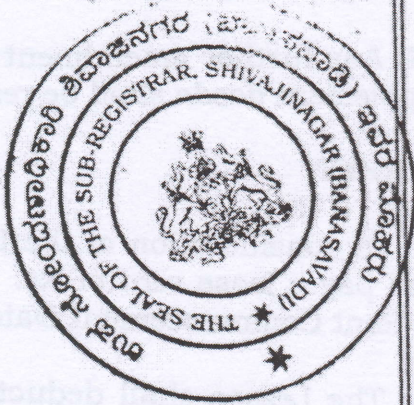
1 ನೇ ಪುಟದ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 12355-2022-23

2022-23

ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಹಿರಿ
1	Tousif RT Nagar Bangalore 560032	S.Y.
2	Arvind RT Nagar Bangalore 560032	

ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಬಾಣಸವಾಡಿ, ಬೆಂಗಳೂರು-4

<p style="text-align: center;"> 1 ನೇ ಪುಟದ ದಸ್ತಾವೇಜು ನಂಬರ BNS-1-12355-2022-23 ಆಗಿ ಸಿ.ಡಿ. ನಂಬರ BNSD1638 ನೇ ಧರಲ್ಲಿ ದಿನಾಂಕ 14-10-2022 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ</p> <p style="text-align: center;"> ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ (ಬಾಣಸವಾಡಿ)</p>	<p style="text-align: center;"></p>
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ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಬಾಣಸವಾಡಿ, ಬೆಂಗಳೂರು-43



request for sublease/delegation, Lessee shall be free to terminate the lease and there shall be no obligation /liabilities on the Lessee, due to termination of the lease within lock-in Period of 30 years. Further, upon such termination, Lessor shall forthwith pay back the Security Deposit and the balance Loan Amount (as stated in clause 5.1 below) to the Lessee.

3.5 The Lessee shall be responsible for the carrying out minor repairs and the maintenance of the SCHEDULE Property.

3.6 The rent, power consumption charges, which are to be paid by the Lessee, from the Rent Commencement Date, are exclusive of Taxes payable on the monthly rent. as applicable, is to be paid by the Lessee.

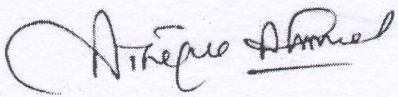
3.7 During the Term, Lessee shall not to make any structural alterations and/or additional constructions to the Demised Premises without written permission of the Lessor, However, Lessee shall be at liberty to construct or fix any fittings or fixtures in the Demised Premises for such purposes as power generation, pneumatic lines, air-conditioning, installation of pipes, cables, internal cranes, partitions , all in according with the layout for the Lessee's Broad Vision Educational purpose, and to remove the same on expiry or earlier termination of the lease and restore/reinstate the Demised Premises to their original condition as it was let, subject to normal wear and tear, at its own expenses. Further, on termination of this Deed, the Lessee shall bear the cost of one coat of paint for the internal and external walls, windows grills structure of the SCHEDULE Property.

4. DURATION, LOCK-IN PERIOD AND RENEWAL

4.1 The lease of Schedule A Property shall come into effect from the Lease Commencement Date and lease of SCHEDULE Property shall commence from the Rent Commencement Date and both leases shall be valid for a period of 30 years commencing from 1st October 2022, for a period of 30 years, and shall be automatically terminated at the end of this period of 30 years, starting from 01/10/2022, the lessee agree to get this agreement cancelled or it must be considered as cancelled after the expiry of the above period.

4.2 During the Term as described in clause 4.1 above, the lease rent shall be enhanced by 5% every 5 years, and on terms and conditions as may be mutually agreed between the parties.

5. SECURITY DEPOSIT



Anand Kumar Tuba



5.1 The Lessee has, until date paid to the Lessor, an amount of Rs. 5,00,000/- (Rupees Five Lakhs Only), as and by way of an **interest free** refundable security deposit (**Security Deposit**), The Lessee to the Lessor vide Cash/Cheque/NEFT, receipt and satisfaction whereof is hereby acknowledge by the Lessor.

Further, Lessee has, during the course of construction of the SHEDULE Property, given to the Lessor, in a phased manner, an amount of Rs.5,00,000/- (Rupees Five Lakhs Only) by way of interest free refundable deposit to enable the Lessor to construct and handover the SCHEDULE Property which amount shall be Refundable , interest free to be refunded at the time of expiry of the lease period. The said security Deposit shall be refunded by the Lessor to the Lessee, forthwith upon expiry or earlier termination of the lease, after deduction of all the dues of Rent, Power bill , and taxes if any. The Lessor Agrees to pay the balance after deduction on physical handing over of the possession by the lessee to the Lessor, that in the event of any delay in such repayment, the Lessor will pay to the Lessee, interest at the rate of 5% per annum on the balance payment only, from the date of its becoming due and until full repayment thereof to the Lesse.

The Lessee shall also be entitled to retain possession of the SCHEDULE Property, till such time the Security Deposit is repaid in full along with accrued interest thereon commencing from the date of expiry of the lease period only, without having to pay any rents or other amounts to the Lessor for the same. The parties agree that the refund of the Security Deposit and repayment of balance Loan Amount (in case of earlier termination of the lease) by the Lessor to the Lessee and returning the possession of the SCHEDULE Property by the Lessee to the Lessor shall be simultaneous.

6. LESSEE REPRESENTATIONS

6.1 The Lessee hereby agrees and covenants with Lessor that :

6.1.1 It will pay the monthly lease rents, in advance, on or before the 10th (tenth) day of each concerned calendar month of tenancy on receipt of the invoice from the Lessor, subject, however, any deductions required to be made by law. The Lessee shall furnish to the Lessor, copy of the required certificates / receipts evidencing the deduction of taxes;

6.1.2 It will use the Demised Premises exclusively for the purpose of conducting its business lawfully and not for any other purpose. The Demised Premises shall not be used to carry out any offensive or prohibited trade or for any unlawful business. The Lessee, in its capacity as lessee of the Demised Premises, shall obtain the required licenses and certificates from the concerned authorities, including without limitation to clearance from the pollution control board.

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6.1.3 It will promptly pay all electricity/ water charger in respect of the Demised Premises pertaining to the Term, at actual commencing from Rent Commencement Date. The Lessor will pay all above mentioned chargers up to the Rent Commencement Date and assures the Lessee that there are no amounts due to the concerned authorities/ agencies on this account;

6.1.4 The Lessee will allow the Lessor and his agents and servants, with prior written notice to the Lessee and at reasonable times agreed in advance by both Parties, enter the Demised Premises and to inspect and repair the same;

6.1.5 Upon the expiry or earlier termination of the lease and subjects to obtaining refund of the Security Deposit made by the Lessee and to the other provisions herein contained , to surrender vacant possession of the Demised Premises to the Lessor without claiming any payments towards relocation or shifting/ moving expenses;

6.1.6 It will during the subsistence of the lease, attend to minor repairs and routine maintenance of the Demised Premise and keep the Demised Premises in good and tenantable conditions, subject however to normal wear and tear;

6.1.7 The Lessor is entitled is to adjust and deduct from the Security Deposit, the cost of damages, if any, caused to the Demised Premises, normal wear and tear excepted, and the Lessee is entitled to the balance Security Deposit. However, the Lessor shall make such deductions towards cost of damages ass assessed and certified by a mutually accepted neutral person having technical expertise in this regard. The parties hereby unconditionally and willingly agree the that the said expert shall be mutually decided within a period of 10 (ten) days from the time either party gives written notice to the other that there is a need to appoint such an expert. Both the parties agree the appointed expert's finding with regards to the quantum of damages caused to the Scheduled B Property shall be final and binding on the parties.

7. LESSOR REORESENTATIONS

7.1 The Lessor represent, agrees and covenants with the Lessee, that:

7.1.1 The Lessor is/ will be the absolute owner of the schedule A Property and the to be constructed SCHEDULE Property and has/shall have the absolute, unencumbered and unrestricted rights and power to lease the Demised Premises to Lessee as herein provided;

7.1.2 Complete the construction of SCHEDULE Property in full compliance with applicable law (including without limitation, obtaining the sanction for the building

Anwarul Haque

plan, at its own cost, from the appropriate authorities) and lease the same to the Rent Commencement Date in accordance with terms of this Deed and failure to do so shall be considered as a material breach of this Deed;

7.1.3 There is shall be no mortgage, lien, charge or encumbrance over the Demised Premises so as to deprive the Lessor of his right to lease the Demised Premises to the Lessee and that there is/shall be no restriction, bar, constraint or prohibition to the lease of the Demised Premises by the Lessor to the Lessee or to the use thereof by the Lessee for its business purposes. Further, Lessor shall inform, in writing, the Lessee; of all the encumbrances on the Schedule A, Property and/or the SCHEDULE Property, on the Lease Commencement Date and as when they may be created during the Term;

7.1.4 The property tax, with respect to Demised Premises, payable to concerned Revenue Authorities or any other agency is the sole responsibility of the Lessee. The Lessee shall be responsible at his cost, obtain for and on behalf of the Lessee all the required permissions to enable the Lessee to conduct its business from the Demised Premises and shall at his cost obtain all required permissions for the construction of the SCHEDULE Property. The Lessee shall, indemnify and keep fully indemnified the Lessor from and against any and all consequences that may arise on account of the Lessee failing to pay the tax on the Demised Premises;

7.1.5 The Lessee, on paying the rent and performing and observing the terms and covenants as mentions herein and on its part to be performed, may peacefully hold and enjoy the Demised Premises during the term of the lease, without any interruption, interference or claims by or from the Lessor or any person claiming under, through or in trust for the Lessor;

7.1.6 The Lessee shall be entitled to use, occupy and operate from the Demised Premises, 24 (twenty four) hours a day, 365 (three sixty five) days a year from the Lease Commencement Date/term, with all utilities, at no additional cost;

7.1.7 The Lessor will permit the Lessee to install its signage at the SCHEDULE Property, at no extra cost;

7.1.8 The Lessee shall promptly carry out major repair or replacement works with respect to the SCHEDULE Property. If the Lessee fails to attend/complete such major repairs as requested by the Lessor, with in a 30 (Thirty) days then the Lessee may get the repairs done, at its cost and risk, and any damage to the structure and any issues with the building it will be the sole responsibility of the lessee, all damages shall be reimbursed by the Lessee. However, Lessor shall not be responsible to carry out repair

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necessitated solely due to Lessee or its employee's fault or gross negligence, or due to non maintenance, the Lessor shall in no way be responsible for building maintenance, repair or construction;

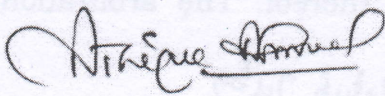
7.1.9 Forthwith upon expiry or earlier termination of the lease, and without the necessity of any demand from the Lessee, to refund in full to the Lessee, the Security Deposit along with any outstanding loan Amount, paid by the lessee and any other amounts, whatever, then remaining due to the Lessee after deducting any arrears of monthly lease rent, electricity consumption charges and the cost of any willful damages caused by the Lessee to the Demised Premises and to permit the Lessee to remove from the Demised Premises, any fixtures, fittings, appliances or other improvement belonging to or provided by the Lessee in or about the SCHEDULE Property, without causing any damages to the SCHEDULE Property; and

7.1.10 In event of sale of the Demised Premises effected by the Lessor to any other party, wholly or partly, such sale shall be expressly made subject to the lease in favor of the Lessee as evidenced hereby, so as to ensure that the concerned purchaser or transferee agrees to be, and is, bound by the terms and conditions contained in this Deed. In this connection, the Lessor undertakes to obtain from the transferee, an unconditional undertaking to be bound by all the terms and conditions of this Deed including to refund of the Security Deposit and along with any outstanding Loan Amount, held/availed by the Lessor and a copy of the same shall be provided to the Lessee before such sale;

7.1.11 The Lessor will, at his cost, do all such further acts, deeds or things or execute such further documents and assurances and get such further documents, consents and approvals from any authorities, as may be called upon by the Lessee or as may be necessary, to perfect and clear the unencumbered and absolute leasehold rights and interest of the Lessee in the Demised Premises and its continued possession and use by the Lessee for its business purposes;

7.1.12 The Lessor has not, in the use and occupation of the Demised Premises or otherwise, contravened any law, rule, regulation or other legal requirements whatsoever

7.1.13 The Demised Premises Shall be provided to the Lessee with electricity of 25 KVA), Sewage connections in accordance with applicable laws and bills pertaining thereto have been paid by the Lessor until the Rent Commencement Date; the lessor has also agreed to dig bore well and also provide a sump for storage of minimum 15000 to 20000 storage of water at his own costs.



Andakeeb Tubo



7.1.14 The Lessor agrees to indemnify and shall keep indemnified the Lessee, from and against all or any claims, damages, costs, expenses and consequences whatever arising from or in any manner related to any non-performance or breach by the Lessor of the provisions of this Deed or of any law, including in respect of the construction, use and/ or occupation of the Demised Premises including nonpayment of property taxes; and

7.1.15 The Lessor shall obtain and keep in force adequate insurance covers to protect against any loss and damages due to natural disasters, fire accidents, civil commotion, riot, storm, tempest, flood or any inevitable accident or any other irresistible force or an act of god causing damages to the Demised Premises or any other assets of the Lessor that is provided to the Lessee. However, the insurance cover will not protect the fixtures, fit-outs or equipment brought in by the Lessee within the Demised Premises for which Lessee may take a separate insurance cover in its name.

8. TERMINATION AND PENALTY

8.1 In the event if termination of lease during the lock-in period for reasons attributable to the Lessee, the Lessee shall be liable to pay the Lessor a sum equivalent to the rent payable by the Lessee, for termination on account of breach by the Lessor or Force Majeure.

8.2 Lessor shall under no circumstances terminate the lease from the Lease Commencement Date and during the Term except for reasons off nonpayment of rent as set out in clause 8.4 below.

8.3 Notwithstanding anything contained in clause 8.2 above or this Deed, Lessee may immediately terminate this Deed, without incurring any liability, for: (i) any representation of the Lessor in this Deed being incorrect or inaccurate; or (ii) breach by the Lessor of his representation/obligation set out in clause 7.1.2 or (ii) material.

8.4. It is expressly agreed that all the services created by the Lessor as required by the Lessee shall be only on chargeable basis, all the structure, building , storage facilities, NOC;s, for requirement of the Lessee to run an educational requirement shall solely be met only subject to the Lessee paying the amount for all such requirements, facilities etc.

12 DISPUTE RESOLUTION

12.1 Any dispute arising out of or in connection with this Deed shall be first referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any re-enactment of statutory modification thereof. The arbitration

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proceedings shall be in English language and shall be held in Bangalore. The Parties will be free to approach the courts for any urgent or injunctive relief. The Courts at Bangalore will have sole jurisdiction.

13. DISCLAIMER OF LIABILITY

13.1 NEITHER Party will, under any circumstances be liable to the other for any incidental, consequential, penal, and exemplary or like damages (including for loss of profits or business) even if advised of the possibility of the same.

SCHEDULE A

All that pieces and parcel of land bearing sy no 80/2A1 (old Sy NO 80/2A) New no 80/9, measuring 20 guntas along with certain portion of karab land situated at Thanisandra village K R Puram Hobli, Bangalore East Taluk, Bangalore and bounded on the 2000 Sq.ft of building space and bounded :

On the EAST BY : Road;
On the WEST BY : Land belongs to Smt Rani;
On the NORTH BY : Land belongs to Smt Shanthamma;
On the SOUTH BY : Land belongs to Sri Satyanarayana Swamy;

WITNESSES:

1.

S. Y. J.
TOUSIF
R. TNagar
Bangalore

SIGNED and DELIVERED
By the Lessor aforesaid
MR.ATHIQUE AHMED
SIGNED and DELIVERED,
For and on behalf of (LESSOR)

2.

A. R. W. D.
R. TNagar
Bangalore

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Drafted by:

**M/S BROAD VISION EDUCATIONAL
AND WELFARE TRUST (Reg)**
The Lessee aforesaid, By its Authorized
Signatory, **MS ANDALLEB TUBA**
PRESIDENT (LESSEE)