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**LEASE DEED** 

Lessor AHAMED KABEER PUTHUKKIDI

Chairman

M/s.larah Centre For Research And Training Private Limited

Lessee

FAISAL THARAMMAL

Chairman

M/s. New Age Educational Trust

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THIS LEASE DEED IS MADE, ENTERED AND EXECUTED AT MA 16th DAY OF August 2021 BY

Lessor

AHAMED KABEER BUTHUKKIDI

Chairman

M/s.larah Centre For Research And Training Private Limited

FAISAL THARAMMAL

Chairman

M/s. New Age Educational Trust

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Presented in the office of the Sub Registrar of Malappuram with the photographs and fingerprints of I the buyorls, and sellerls and the presentant affixed under section 32 A and a fee of Rs 2220 at non the 17 May of

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'AHMED KABEER DUZHUKKIDI

2021 August 17 th

Mangapre'i Theyasseri SUB REGISTRAR

EXECUTION ADMITTED BY

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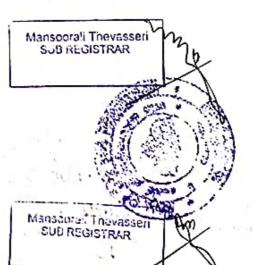
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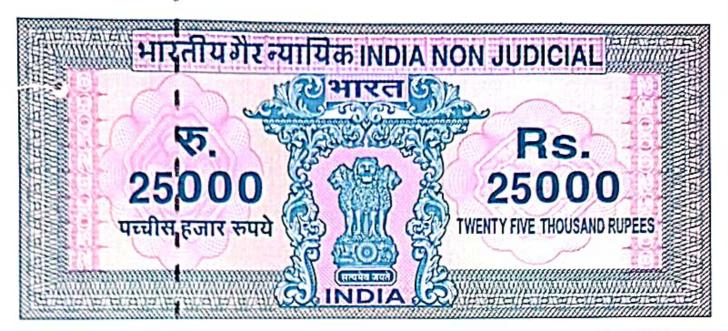
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M/s.lqrah Centre For Research And Training Private Limited, PAN:AACCI8171R, a Private limited Companyincorporated under the provisions of Companies ACT, 1956 having its registered office at Manarul Huda Campus, Vengara Post, O.K. Muri, Malappuram, Kerala 676515 represented by its Chairman, Mr. AHAMED KABEER PUTHUKKIDI [PAN:AKBPP5268L] S/o.BavaPuthukkidi, aged 52 years, residing at Puthukkidi House, Changuvetty, Kottakkal PO, Malappuram-676503. (Hereinafter referred to as the "Lessor" which expression shall wherever the context so requires, mean and include its successors in title and permitted assigns) of the First Part

Lessor AHAMED KABEER PUTHUKKIDI

Chairman

M/s.lgrah Centre For Pesearch And Training Private Limited

Lessee FAISAL THARAMMA

M/s. New Age Educational Trust

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#### AND

M/s. New Age Educational Trust, PAN No AABTN6529Q, a charitable trust formed under the provisions of Indian Trust Act, 1882 and registered vide Trust deed dated 19<sup>th</sup> May 2011 having its registered office at Venkulam, PO Oorakam, Kizhmuri, Oorakam Panchayath, Malappuram District, represented by its Chairman Mr.FAISAL THARAMMAL (PAN: BEOPT7033P) S/o.Ahamed Haji, aged 42 years, Business, residing at Tharammal House, Venkulam MLA Road, Urakam, Kizhumuri, Malappuram-676519 (hereinafter referred as the "Lessee" which expression shall wherever the context so requires mean and include its successors and permitted assigns), of the SECOND PART

Lessor

AHAMED KABEER PUTHUKKIDI

Chairman

M/s.lqrah Centre For Research And Training Private Limited

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M/s. New Age Educational Tru

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## WHEREAS

A. The Lessor is the absolute owner of the land bearing Survey Nos. 333/2/1, block 38 situated at Oorakam MelmuriAmsom, Oorakam MelmuriDesom, Tirurangadi Taluk, Malappuram Sub District, Malappuram District and the Lessor is in absolute possession and enjoyment of land admeasuring a total extend of 775 Cents, more fully described in "Schedule-I Property" hereunder (hereinafter referred to as the "Said Land"), having acquired the same under Sale deed registered as Document No.4944 of 2012 of book 1 with the office of the Sub-Registrar of Malappuram

B. The Lessee, interalia, is engaged in setting up educational institutes and providing educational services and trainings through Schools, Colleges and allied institutes is in need of suitable premises or property to develop and construct Schools, Colleges

Lessor

AHAMED KABEER PUTHUKKIDI

Chairman

M/s.lgrah Centre For Research And Training Private Limited

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FAISAL THARAMMAL

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M/s. New Age Educational Trust

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and allied institutes for carrying on its activities on its own or through its nominees and have inspected the premises thereof and being in need to use of premises for carrying on its activities, approached the Lessor for Lease of the said Premises. Being satisfied of the premises and its title, the lessee agrees to take on lease and the lessor agree to give on lease the said land. The lessee by virtue of understanding had started the construction of the school building.

C. The Lessor had already completed the construction in accordance with the building plans duly sanctioned by the concerned authorities, (hereinafter collectively referred to as the "Buildings"). The construction has been completed based on specifications sanctioned by the concerned authorities and in respect of which, plans and specifications and all other requisite approvals by the Local Authorities.

Lessor

AHAMED KABEER PUTHUKKIDI

Chairman

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- D. The LESSQR has handed over to the LESSEE a set of photocopies of the title deeds pertaining to the said land and relying upon the said documents, the LESSEE expressed its desire to enter into a Lease in respect of the said land by entering into the said Lease Deed.
- E. To record the broad understanding in respect of taking the said land (defined later) on lease, the LESSOR and the LESSEE are executing this Lease Deed
- F. THE LESSORREPRESENTS AND WARRANTS AS UNDER:
- That LESSEE shall enjoy uninterrupted lease hold rights herein from the date of a. execution hereof and the LESSEE shall have right to use, occupy, possess and enjoy the lease hold rights uninterruptedly under this Lease Deed;

Lessor AHAMED KABEER PUTHUKKIDI FAISAL THARAMMAL Chairman Chairman M/s.larah Centre For Research And Training Private Limited M/s. New Age Educational Trust

.....Date:....1.Q.AUG 2021 faluk: T. Zurunguou Ag. CIVIL STATION, VENDOR MALAPPURAM

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- b. That the LESSOR has paid all the taxes, dues, charges and outgoings in respect of said land to the local authority and other Government, Semi-Government, statutory authorities till the date of execution hereof and nothing is due and payable in that behalf and LESSOR alone shall be liable for any deficiency in this regard. Further the LESSOR undertakes that it shall continue to pay all statutory taxes, dues, charges and outgoings including renewal of any permissions/approvals in respect of said land to the Municipal Corporation and other Government, Semi-Government, statutory authorities during the subsistence of the Lease except as specified herein under;
- c. No notice from the Government or any other body or authority or under the local authorities or Land Acquisition Act or Town Planning Act or any other legislative enactments, Govt. Ordinances, orders or notification has been received by or served upon it nor the said land or any part thereof is included in any development control plan or published in scheme of improvement of the Municipal/ Government body or public body or authority or preventing them from entering into this Lease Deed;
- d. That there are no arrears/dues to be paid by the LESSOR;
- e. The LESSOR shall assistLESSEE to obtain all licenses permissions and approvals, no objection certificates as may be required from various authorities, government/municipal bodies in connection with further construction and occupation of the buildings constructed by the Lessee and is duly authorized to enter into and execute this Lease Deed;

Lessor

AHAMED KABEER PUTHUKKIDI

Chairman

M/s.lqrah Centre For Research And Training Private Limited

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FAISAL THARAMMA

Chairman

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- f. The LESSOR has represented that all the necessary and requisite permissions including but not limited to Occupation Certificate, Certificate indicating compliance with Fire Fighting Regulations, Environmental Clearances and all such applicable laws from all concerned Government, Municipal, local, statutory or other authorities essential for the use, occupation and full enjoyment of the said land and construction of the School, College building premises by the LESSEE shall be obtained by the LESSOR as mentioned herein on the delivery of the said property to the LESSEE and execution and registration of this Lease Deed for the purposes recorded herein;
- g. LESSOR declares and represents that it/he/they have not created any right in the Said land by way of sale, gift, any further mortgage, charge, lien, lease, leave and license, agreement to sell, agreement to lease, or any other adverse right or third party right or any other encumbrance whatsoever or of howsoever nature on the Said land. The LESSEE in case in future creates any rights and interest in the Demised Premises by way of mortgage for raising the finance from banking and financial institution then, the LESSOR shall provide written NOC from such banking and financial institution to the LESSEE.
- h. There are any proceedings/suits neither instituted by or against the LESSOR nor pending in any Court or before any authority in respect of the Said Land. The Said Land is not under any lis-pendens nor is attached under any order of the Court, or by the Income Tax or revenue or any other public body or authority.
- The LESSOR confirms that on execution hereof, they shall not deal with any third party regarding the said land as the LESSOR recognizes the creation of LESSEE's right in the said land;

Lessor

AHAMED KABEER PUTHUKKIDI

Chairman

M/s.lqrah Centre For Research And Training Private Limited

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Chairman

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- j. THE LESSOR has paid all the property tax up to date as applicable and there are no dues and arrears till date for the purpose of property tax and the LESSOR agrees to pay Property Tax promptly as and when applicable and assessed by local authority concerned and submit a copy of payment acknowledgment to LESSEE;
- k. It is further expressly agreed that the LESSOR or their designated representatives shall in no way or manner at any time willfully engage in any effort to impede, obstruct or otherwise disrupt employee or students or visitors access to the site, property, building or the College, School or institutes premises during approved hours of operation for the duration of the lease.
- G. Relying upon the representations made by the LESSOR, the LESSEE has expressed its desire to take on lease the saidland as specified in the **Schedule-I** Property for a period of 30 years from the date of execution of this agreement, unless terminated by the LESSEE in the manner set out hereunder.
- H. Based on the representations made by the LESSOR hereinabove and relying on them, the LESSEE has agreed to execute this Lease Deed in respect of the Demised Premises and on certain terms and conditions for execution and registration of lease deed as hereinafter stated.

#### NOW THIS DEED WITNESSETH AS FOLLOWS:

In furtherance of the terms, covenants and conditions herein contained the
LESSOR doth hereby demise unto LESSEE the said land as mentioned in the Schedule1 Property bearing Survey No. 333/2/1, block 38 situated at Oorakam Melmuri Amsom,
Oorakam MelmuriDesom, Tirurangadi Taluk, Malappuram Sub District, Malappuram
District and the Lessor is in absolute possession and enjoyment of land admeasuring a
total extend of 775 Cents., TOGETHER WITH the right to LESSEE to install, erect and

Lessor

AHAMED KABEER PUTHUKKIDI

Chairman

M/s.lgrah Centre For Research And Training Private Limited

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maintain at their own cost in the demised premises any other structures for the purpose of subleasing the socrected buildings to such other persons as may be determined by the LESSEE or for lawful purpose that can be carried on in the property so leased and also with full liberty to exhibit on within the said demised premises such advertisements, signage as LESSEE may from time to time desire to display and with full liberty at all times to re-erect or organize, upgrade or otherwise deal with all or any of them and with permission to install communication systems limited to Radio Frequency Antenna and V-SAT systems, construct and provide such other conveniences as LESSEE may wish to have and to have the liberty to alter/renovate/ repair the structure erected in the said land so leased AND TO HOLD the same unto and to the use of LESSEE as hereinafter provided and yielding and paying thereof, the lease rent more particularly mentioned in clause 5 herein, during the said term or any extension/ renewal/fresh lease thereof at the monthly lease rent as set out hereinafter; AND ALSO TOGETHER with full and free access and right of ingress and egress to the demised premises and every part thereof to LESSEE, its students, teachers, staffs, servants, agentsat all times during the term hereby granted and renewal/ extensions/fresh lease hereof so as to completely and fully enjoy the lease hold rights agreed to be granted and on other terms and conditions stated herein.

# SCOPE OF WORK, AMENITIES AND POSSESSION

a. The LESSOR hereunder on execution of this Lease Deed, has delivered the vacant and peaceful physical possession of the said land to LESSEE together with all rights and easements, existing appurtenances and rights and privileges belonging to the demised said land for full enjoyment thereof with ingress and egress completely free of any obstruction of whatsoever nature (hereinafter referred to as the

Lessor

AHAMED KABEER PUTHUKKIDI

Chairman

M/s.lqrah Centre For Research And Training Private Limited

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"Possession"). The LESSOR hereby states that the passage leading to ingress and egress to the said land shall not be altered/ modified and shall be maintained at all times

b. In the event the LESSOR fails and neglects to fulfill each of the Compliances as mentioned herein above warranties:

The LESSEE shall be entitled to an additional Rent / Revenue Free Period for each day of delay caused by LESSOR in completing scope of work which shall be an operational rent /revenue free period; AND the LESSOR shall be liable to pay LESSEE an interest @14.75% per annum on the amounts paid by the LESSEE to the LESSOR under this Lease Deed. For the purpose of clarification of Operational Rent / Revenue Free Period, it is clearly understood that LESSEE shall be entitled to the operational Rent / Revenue Free Period (from the date of commencement of said activities) equivalent to each day of delay.

c. The lessee shall construct a Schools/ Colleges/ Institutes for educational purposes with such specifications as approved by the authorities concerned on the said leased land

## TENURE OF LEASE

The Lease of the demised premises shall be for a period 30 years from the date of execution of this agreement, unless terminated in accordance with the terms and conditions of the Lease Deed. The Lease can be renewed thereafter on fresh terms and conditions regarding rents, security deposit, maintenance charges and other conditions that will be mutually agreed to between the LESSOR and LESSEE by execution of fresh Lease Deed

Lessor

AHAMED KABEER PUTHUKKIDI

Chairman

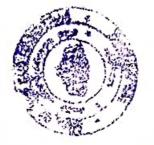
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## 4. LOCK-IN-PERIOD DURING LEASE TENURE

It is agreed that a period of 60(Sixty) months from the Rent Commencement Date shall be the Lock-in-Period during which both the LESSOR and LESSEE will not have any right to terminate the Lease save and except in accordance with provisions mentioned under clause 9 and 10 under this Lease Deed and in the event, the LESSOR or LESSEE terminates the Lease during the Lock-In-Period, the defaulting party will be liable to pay the Rent for the un-expired Lock-in-Period to the other party.

## LEASE RENT

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In consideration of Lease being granted the LESSOR shall from the Rent Commencement Date receive monthly rent, INR 30,000(ThirtyThousand) for the total 725cents of the land leased. The amount of lease rent shall be excluding Goods and Service Tax

- The lease rentals shall be payable in advance on or before 30<sup>th</sup> day of April
  every year for that financial year.
- b. Lease Rent as the case may be if paid by RTGS/ cheque duly sent by Speed Post/ Registered Post/Reputed Courier Agency on addresses of the LESSOR as mentioned herein shall be deemed to have been duly paid and the obligations of LESSEE under the proposed Lease Deed shall stand discharged. Further Lessee will send details of Speed Post/ Registered Post/Reputed Courier Agency has been tracked as received and the RTGS details have been communicated to the Lessor. Further the cheque should be accepted by the bank.
- c. In the event of delay in the payment of the undisputed Rent, the Lessee will pay to the Lessor, interest at the rate of 14.75% per annum for such delay from the date on which such payment is due and till payment. This is without prejudice to the rights of the Lessor to terminate the lease of the said land as per the Lease Deed.

Lessor

AHAMED KABEER PUTHUKKIDI

Chairman

M/s.lgrah Centre For Research And Training Private Limited

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Chairman

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d. It is further agreed by and between the Parlies that the Rent, and other dues payable by the Lessee to the Lessor in respect of the Demised Premises and periodic escalations of the same has been fixed after mutual discussions and to the conviction of both parties and these amount/Rates shall for all purposes be deemed to be fair and reasonable.

# COMMENCEMENT DATE FOR RENT

The commencement date of the rent shall be the date of execution of this lease deed

## RATES AND TAXES

The LESSEE shall solely bear and pay regularly all present and future property tax, municipal tax, land tax, cess rates. Copy of payment acknowledgement shall be submitted to LESSOR, as and when required by LESSEE for obtaining and maintaining operational licenses for the property to be built on the said land

## INSURANCE

The LESSEE shall at all times be responsible for insuring the entire property (the land and the Schools/ Colleges/ Institutes premises) the leased land against Fire and other perils including Earthquake and Terrorism, covering the third party liability against all risks at all times and kept valid during the subsistence of the Lease and a copy of such insurance coverage policy shall be made available to LESSOR.

LESSEE shall be responsible for insuring its equipments, goods, furniture, fixtures and belongings owned by Lessee in the Demised Premises during the Lease tenure

## 9. TERMINATION

Notwithstanding what is stated elsewhere under this Lease Deed LESSEE alone shall be entitled to unconditionally terminate this Lease Deed by written notice of 120 days at any time under the following circumstances:

Lesson

AHAMED KABEER PUTHUKKIDI

Chairman

M/s.lqrah Centre For Research And Training Private Limited

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- a. In the event of the LESSOR committing breach/default of any of the terms & conditions under this Lease Deed
- If the title of the LESSOR to the properly as mentioned in the schedule hereunder is found to be defective during subsistence of this lease;
- c. In the event of any objection/hindrance/obstruction or closure of LESSEE's said activities in part or full arising out of litigation or any act or omission of LESSOR or by any authorities including judicial, quasi-judicial, local bodies and tribunals;
- d. In the event LESSEE receives any notice or order from any Judicial or any other governing authority resulting in threat to closure of the property to be constructed on the leased land and the same is not resolved by the LESSOR
- e. After the expiry of Lock-In-Period LESSEE shall have the sole right to terminate the Lease without assigning any reason whatsoever by giving prior written notice of 120(One Hundred and twenty) days to the LESSOR and the LESSOR/LESSEE shall, on or before expiry of the notice period of 120 (One Hundred and Twenty) days, pay all amounts due and payable to each other.
- f. The Lessor is entitled to terminate the Lease only in the event LESSEE fails to pay lease rentals consecutively for 3(three) months

#### IMMEDIATE TERMINATION

Without prejudice to the foregoing and notwithstanding anything contrary contained herein, the LESSEE shall at its sole discretion terminate this Lease forthwith on or at any time after the happening of any of the following events namely:

a. If due to defect in the title of the LESSOR which results in THE LESSEE being obstructed from carrying out its activities and the said defect is not rectified by the LESSOR within 30 (thirty) days of receipt of notice from the LESSEE.

Lessor AHAMED KABEER PUTHUKKIDI

Chairman

M/s.lgrah Centre For Research And Training Private Limited

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- b. A distress execution or other process is levied upon, or an executor takes possession of, or a Receiver or Liquidator or official Assignee is provisionally or otherwise appointed for, any part or the premises.
- c. If due to any major litigation against or by the LESSOR- LESSEE is obstructed from carrying out its operations or construction of the and the said litigation is not settled by the LESSOR within 30 (thirty) days of receipt of notice from LESSEE
- d. If due to any statutory Act/legislation, Rules, Notifications, the approvals/ Licenses, permissions relating to the said land is cancelled / withdrawn / suspended / revoked, resulting in closure and or disruption in construction of the property on the leased land.
- e. The Lease stands terminated on efflux of time or in accordance with the terms of this Lease Deed.

#### 11. CONSEQUENCES OF TERMINATION

Upon termination of the Lease or on the expiry of the Lease Tenure as mentioned hereinabove

- a. LESSEE shall be entitled to remove all its articles, goods, and belongings and furniture, fixtures and fittings installed by them in the said land or the Schools/ Colleges/ Institutes spremises constructed within 60 (Sixty) days of the date of termination and the LESSOR shall not create any obstruction/hindrance to the LESSEE while removing its belongings from the said land or the premises constructed on the said land.
- b. In the event of any disruption in LESSEE's said activities arising and or in relation to LESSOR's willful act/omission/commission/ default, LESSOR shall be liable to pay the loss, damages suffered by LESSEE during the disruption period. In such cases, LESSEE will not be under obligation to pay Lease rentals or any other monthly charges, till the same are rectified to the satisfaction of LESSEE.

Lessor

AHAMED KABEER PUTHUKKIDI

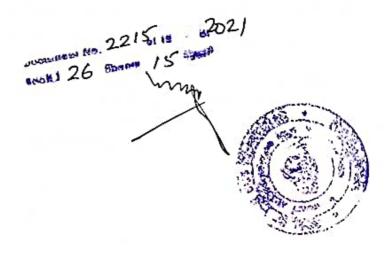
Chairman

M/s.lqrah Centre For Research And Training Private Limited

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Chairman



c. The Lessee will, in the event of the expiry (without renewal) or earlier termination of the lease be bound and liable to handover full, free and vacant possession of the "said land and the building so constructed on the leased land" (Hereinafter referred to as premises). The Lessee will return the "Premises" as is where is basis after removing all movable fixtures all its articles, goods, and belongings and furniture, fixtures and fittings installed by Lessee in the demised premises, without causing any substantial damage to the "Premises" (normal wear and tear accepted). The Lessee will be required to make good any substantial damage caused to the "Premises" by such removal.

#### SUB-LEASE

LESSEE for promotion of its activities shall have right to sub-lease the property so constructed on the lease premises and may permit any person (including an Individual/ a company/ a Partnership Firm), to set-up a stall/shop/kiosk or give space in any other manner, in the demised premises. It is clarified that such person shall not be treated as a LESSEE. Notwithstanding any agreement between LESSEE and such person, Lessee shall continue to be solely liable and responsible to the Lessor under the Agreement/Lease Deed for all its deliverables and obligations

#### 13. COVENANTS OF THE LESSEE

The Lessee hereby covenants that:

a. It shall always observe and perform all the terms and conditions, covenants and provisions under this Agreement. It shall not do, omit or knowing suffer to be done anything whereby the right of the Lessor to the "Premises" is violated, forfeited, jeopardised or extinguished

Lessor

AHAMED KABEER PUTHUKKIDI

Chairman

M/s.lqrah Centre For Research And Training Private Limited

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- b. It shall not in any manner carry out any unlawful, illegal or dangerous activity within the "Premises";
- c. It shall communicate with the lessor with regard to the building to be constructed on the leased land and the quality of the construction shall be allowed to be optimized by the lessor.
- It shall be responsible for the safety and security of all its materials, equipment and goods
- e. It shall not use the "Premises" in such a manner so as to destroy or reduce its value or utility materially or permanently
- f. It shall not store any inflammable items without securing all statutory permissions and fully implementing safety regulations required for the said purpose and such safety measures as may be reasonably and properly recommended by the Lessor;
- g. It undertake to indemnify and keep harmless the Lessor against all claims, demands, actions, penalties, prosecutions, proceedings, losses, damages, costs, liabilities, expenses or payments of any nature arising from a breach by the Lessee of any representation, warranty or covenant made in this Agreement; and
- The Lessee shall pay to Lessor punctually and regularly the Rent, and all such other dues as are required to be paid from time to time as per the terms of this Lease Deed;
- i. The Lessee shall not create or attempt or purport to create any rights of whatsoever nature in favour of any third parties (including a Bank or other financial institution) in or to or in relation to or concerning its leasehold interest or the Leased Premises or any part thereof except any right confirmed by the terms and conditions of this Lease Deed;

Lessor

AHAMED KABEER PUTHUKKIDI

Chairman

M/s.lqrah Centre For Research And Training Private Limited

Lessee

FAISAL THARAMMAL

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- j. The Lessee understands that the ownership and all other rights in respect of the trademark/s, goodwill, trade name/s, copyright/s and / or any other intellectual property right/s of Lessor shall at all times belong exclusively to Lessor, whether during the term of this Agreement or after the termination of this Agreement or Lease Deed, and the Lessee shall not be entitled to any such intellectual property right/s of Lessor or to the use thereof in any manner whatsoever.
- k. Lessee undertake that it shall internally maintain the "Premises" reasonably and do all necessary routine repairs inside premises at its' cost and expenses and allow Lessor to enter and inspect the premises for ensuring compliance of this and Lessor shall be entitled to do such repairs in case of non-compliance by the Lessee and all costs and expenses incurred by Lessor related to such repairs shall be reimbursable by Lessee to Lessor

# 14. CONFIDENTIALITY

The LESSOR, its/ their employees, agents, representatives or anyone connected to the LESSOR, shall not at any time during or after the termination of this Lease Deed, divulge or allow to be divulged to any third person/party any confidential information from time to time relating to the Lessee or the leased land and the building so constructed, except where required by law or any rule, notification, direction or order of any government or semi-government authority or agency or body acting on their behalf, to provide the same.

# 15. NO FURTHER AGREEMENT

The LESSOR shall not intent to enter into any kind of agreement written or oral of whatsoever nature with any third party in respect of the Leased property during the subsistence of this Lease.

Lessor

AHAMED KABEER PUTHUKKIDI

Chairman

M/s.lqrah Centre For Research And Training Private Limited

ressee

FAISAL THARAMMAL

Chairman

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#### 16. SEVERABILITY

The Parties hereto agree that if at any time, any of the clause terms, conditions and or provisions of this Lease Deed is declared to be invalid or unenforceable to any extent under the applicable laws or under directions or orders of any judicial or other competent authority, this Deed shall continue to be in force, in respect of the other clauses as if such clause/terms and conditions were never in existence.

#### 17. NO WAIVER

Any acquiescence or waiver by the parties to this Lease Deed of any delay, breach or default committed shall not be deemed to be or be considered as estoppels against each other and each party shall be entitled to exercise their rights under any of the provisions of this Deed.

#### TAX DEDUCTED AT SOURCE

All payments are subject to deduction of tax at source as per the provisions of the Income Tax Act, 1961 and or any other provisions as applicable from time to time. It is further agreed between the parties that the certificate against tax deducted at source shall be provided by the LESSEE.

#### 19. INSPECTION

The LESSOR herein or their authorized representatives shall have the right of inspection of schedule demised premises at all reasonable hours with previous intimation and without hampering said activities of LESSEE. In case the Lease is not renewed, the LESSOR shall be entitled to organize inspection of the demised premises by future / prospective tenants and LESSEE shall extend full co-operation for the same.

Lessor

AHAMED KABEER PUTHUKKIDI

Chairman

M/s.lqrah Centre For Research And Training Private Limited

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#### 20. FORCE MAJEURE

In case of a force majeure condition such as earthquakes, tsunami/tidal waves, floods, fire, any situations arising out of political unrest, regional strikes/ lock-outs/bandhs/ riots and/ or any act of terrorism that is caused not due to any act of negligence on the part of LESSEE or the LESSOR and/ or any other act of God, as the result of which the premises including the leased land substantially damaged and or cannot be used by LESSEE for its purpose as mentioned herein or in the case of any other situation not mentioned herein by which the usage of the demised premises is rendered impossible, then in such an event the Lessee shall have the right to terminate the Lease and the LESSEE shall not be liable to pay the Lease rent to the LESSOR and upon such termination from the date thereof. However, if LESSEE is in a position to use and occupy any part of the demised premises, then LESSEE may at its sole option either decide to terminate the Lease by giving 120(One Hundred and twenty) days' notice or continue using part of the demised premises, in which case LESSEE shall pay to the LESSOR a proportionate rent, for the part area occupied and/ or used by LESSEE.

#### 21. INDEMNITY

That the LESSOR shall at all times indemnify and keep LESSEE indemnified in respect of title of the LESSOR or in respect of full enjoyment of the demised premises by the LESSEE and shall also indemnify and keep the LESSEE indemnified from and against all loss, suits, damages, costs, charges, expenses, claims and demands whatsoever, which LESSEE may become subject to or on account of any claim put forward by any party in respect of construction of the said building on the leased land The LESSOR undertake to bear and pay the costs of litigation relating to leased land and LESSEE shall be

Lessor AHAMED KABEER PUTHUKKIDI

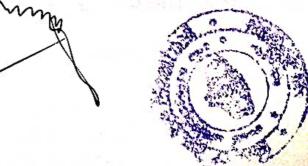
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M/s.lqrah Centre For Research And Training Private Limited

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Chairman

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entitled to recover the costs so incurred by it, if any, from the rentals and or charges payable to the LESSOR under this Lease Deed or any other document.

#### 22. MORTGAGE/SALE OF THE DEMISED PREMISES

- a. During the subsistence of the Lease, the LESSOR shall be entitled to mortgage,
   create charge on the demised premises
- b. The LESSOR shall be entitled to mortgage the demised Premises to any Bank, Financial Institutions but subject to protection of LESSEE's rights and interest under this Lease Deed. During the subsistence of the Lease Deed, the LESSOR (and every subsequent purchaser/ assignee of the demised premises) shall be entitled to sale, assign and / or otherwise dispose of the demised premises with the benefits, but subject to the obligations of the Lease Deed
- c. The LESSOR shall ensure that a copy of the Lease Deed shall be provided by the LESSOR to the new Purchaser before a definitive Agreement is executed between them so that the terms and conditions of the Lease Deed are completely understood by the new purchaser and the LESSOR undertakes to give written intimation to LESSEE in respect of the Lease rent to be paid to the new purchaser simultaneously on execution and registration of the Sale Deed in favour of the new Purchaser along with Deed of Attornment, which shall also contain a detailed plan of area sold, and Lease Rent transfer letter by the LESSOR, Acceptance letter from the new Purchaser and a copy of the Definitive Agreement/Sale Deed within 15 (fifteen) days from the date of execution and registration thereof. In the event, the LESSOR/newpurchaser fails to perform their/ its obligations under this clause, LESSEE shall not be liable to pay Lease rent till the same is remedied. Further, the Lease Rent to be paid to the new purchaser shall be as intimated by the LESSOR and the LESSOR undertakes, agrees

Lessor
AHAMED KABEER PUTHUKKIDI

Chairman

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and confirms that the Lease rent payable for the demised premises shall not exceed the Lease rent as mentioned in clause 5. It is agreed that on receipt of Letter of Attornment from the new purchaser/transferee accompanied with a letter from the LESSOR, LESSEE shall pay Lease rent to the new purchaser/transferee without demur

#### 23. PRINCIPAL TO PRINCIPAL

Nothing contained herein shall be deemed or construed by the parties or by any third party as creating the relationship of master and servant, principal and agent or partnership or of a joint venture. It is understood and agreed that neither any provision contained herein nor any act of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of the LESSOR and LESSEE

#### 24. CLERICAL ERRORS

Neither party shall take any advantage of any clerical error or mistake which may occur, not limiting to the description of the demised premises or clause number in respect of cross references in connection with this Deed and such clerical errors or mistakes shall be brought to the notice by one to the other immediately and same shall be rectified without any demur.

#### 25. AMENDMENT & MODIFICATION

The parties hereto agreed that any modification, revision or amendment of any of the terms or provisions hereof shall not be valid or binding upon the parties, unless the same is recorded by the parties hereto in writing

#### NOTICES

All approvals, consents and notices to be given under these presents shall be in writing, signed by the party giving it and shall be considered duly served if the same is delivered or posted by Registered AD at the addresses mentioned herein below

Lessor

AHAMED KABEER PUTHUKKIDI

Chairman

M/s.lqrah Centre For Research And Training Private Limited

Lessee

FAISAL THARAMMAL

Chairman

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#### For the Lessor

Manarul Huda Campus,

Vengara Post, O.K. Muri,

Malappuram, Kerala 676515

#### For the Lessee

Venkulam, PO Oorakam,

Kizhmuri, Oorakam Panchayath,

Malappuram District

The parties may change the above address by an advance notice as mentioned above.

#### 27. ARBITRATION

- a. In case of any disputes and differences arising out of this Lease Deed, between the LESSOR and the LESSEE, it shall be settled mutually between the Parties, failing which, it shall be referred to a sole arbitrator, mutually appointed by the LESSOR and the LESSEE and the same shall be governed by Arbitration and Conciliation Act, 1996 or as amended from time to time. The venue for arbitration shall be Calicut and the proceedings shall be conducted in English only.
- b. For the purpose of Arbitration courts in Malappuram only shall have jurisdiction.

#### 28. JURISDICTION

The Courts in Vengaraalone shall have exclusive jurisdiction in case any dispute arises between the LESSOR and LESSEE in respect of the demised premises subsequent to operation and commencement of Said activities by the LESSEE.

Lessor

AHAMED KABEER PUTHUKKIDI

Chairman

M/s.lqrah Centre For Research And Training Private Limited

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#### 29. STAMP DUTY AND REGISTRATION CHARGES

- a. The stamp duty and registration charges in respect of this Lease Deed shall be equally borne by the LESSOR and LESSEE. Any other miscellaneous expenses relevant /incidental to the registration of Lease Deed shall be equally borne by both the parties. All the other costs such as respective advocate's fees and other incidental charges, costs, and expenses shall be borne by the respective parties here to. The original copy of this registered Lease Deed shall be retained by LESSEE.
- b. The valuation for the purpose of Stamp Duty and Registration Fee is as follows Avarage Annual Rent for Rs-360,000/-

After the expiration of the lease period the lessor will have to demolishallthe Structure constructed by the lessee at his own expenses. A fresh Registered lease can be continued after the expiration date of this lease deed with the consent of both the parties.

Lessor

AHAMED KABEER PUTHUKKIDI

Chairman

M/s.lgrah Centre For Research And Training Private Limited

Lessee

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#### SCHEDULE- I

DISTRICT - MALAPPURAM

SUB DISTRICT - VENGARA

TALUK - TIRURANGADI

VILLAGE - URAKAM

DESOM - URAKAM MELMURI

PANCHAYATH - URAKAM

BLOCK NO - 38

RE-SURVEY NO - 333/2-1

OLD SURVEY NO - 366/...

AREA - 02 Hector 93 Are 403 Sqmtr

Ahanua Kabéer

All that piece and parcel of amalgamated land comprising in Survey No. 333/2/1 in block 38 situated at Oorakam Melmuri Amsom, Oorakam Melmuri Desom, Tirurangadi Taluk, Malappuram Sub District, Malappuram District, the Lessor is in absolute possession and enjoyment of land admeasuring a total extend of 725 Cents, having acquired the same under sale deed registered as Document No.4944 of 2012 of book 1 with the office of the Sub-Registrar of Malappuram and bounded by

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East

Share of VenkalamParamb

South

Share of VenkalamParamb and MLA road

West

Land given to panchayath road having a breadth of 3mts

North

Land given to panchayath road having a breadth of 3mts

## IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS ON THE DATE AND YEAR HEREINABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES

Witnesses:

1. Ibrahim Tharayil

Son of Ali, Pazamalloor PO

Kodur 676506

Lessor

AHAMED KABEER PUTHUKKIDI

Chairman

M/s.lgrah Centre For Research And Training Private Limited

Lessee

FAISAL THARAMMAL

Chairman

M/s. New Age Educational Trust

2. Suresh M <

Son of Moochikkal Ayyappan

Malappuram PO, 676505

Prepared, Typed & Manuscript Portio written by Mujeeb Rahman 1

LNO MDA 282 MSA 982, Son of Ali, Tharayil House, Ummathoor, Pazamalloor PO, 676506

Corrections NIL

Lessor

AHAMED KABEER PUTHUKKIDI

Chairman

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e-payment facility is currently available only for offices in Trivandrum distric

### Online Documentation

# Document Writer Mujeeb Rahiman T (State Licensee)

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Party Name :\_\_\_\_\_