



பதிவுத்துறை
இரசீது - ஆவணப்பதிவு

இரசீது எண் : 7518/2025

ஆவண எண் : R/ Purasalvakkam/ BOOK-1/ 5304 / 2025

திரு அசுஷப் ரவிந்திரன் அவர்களிடமிருந்து ₹ 7,18,62,520 (ரூபாய் ஏழை கோடியே பதினெட்டு இலட்சத்து அறுபத்திரண்டாயிரத்து ஐந்நாற்று இருபது மட்டும்) இணைய வழி: REG202509308637435 ₹ 500, REG202509258527231 ₹ 71862020] கீழ்க்கண்ட விவரப்படி பெற்றுக் கொள்ளப்பட்டது.

வ.எண்	விவரம்	தொகை (₹)
1	முத்திரைத்தீர்வை (முத்திரைச் சட்டம் பிரிவு 41ன் படி)	7,18,18,110
2	பதிவுக் கட்டணம்	40,000
3	கணினிக் கட்டணம்	4,200
4	குறுந்தகடுக் கட்டணம்	100
5	ஆவண எழுத்தர் நலநிதி	10
6	பிரதிக் கட்டணம்	100
	செலுத்தப்பட்ட மொத்தத் தொகை	7,18,62,520



குறிப்பு: இந்த அசல் ஆவணம் உடனடியாக பக்க சான்று இடப்பட்டு ஓளி வருடல் செய்யப்பட்டு திரும்ப வழங்கப்படும். ஆகவே அசல் ஆவணத்தைத் திரும்பப் பெற தகுதி பெற்ற திரு / திருமதி /செல்வி SREE GANGA PREETI இது தொடர்பாக குறுஞ்செய்தி பெற்றவுடன் அசல் ரசீதை அளித்து அசல் ஆவணத்தை திரும்ப பெற்றுக்கொள்ளலாம். இதில் ஏதேனும் இடர்பாடுகள் இருப்பின் கட்டணமில்லா தொலைபேசி எண் 1800-102-5174 - ஜ தொடர்பு கொள்ளவும்.

புரசைவாக்கம் அலுவலகம்

நாள்: 30/09/2025

பதிவு அலுவலர் கையொப்பம்

SUB-REGISTRAR

PURASALVAKKAM

CHENNAI-600 023

உருவாக்கப்பட்ட நாள்

பயனர் பெயர்	முழுப் பெயர்	கைப்பேசி எண்	உருவாக்கப்பட்ட நாள்
vivekmanigs (குடிமக்கள்)	Vivekmani G S Shanmugarajan	9841458136	25-09-25 11:44:37 PM

- அசல் ஆவணத்தைத் திரும்பப் பெரும்போது உரிய நபரின் விரல் ரேகை பெறப்படுகிறதா என உறுதிசெய்து கொள்ளவும்.
- ஆவணதாரர்கள் தங்களின் சரியான கைபேசி எண்ணைப் பதிவுக்கு தாக்கலாகும் ஆவணத்தில் தெரிவித்தால் ஆவணம்/சொத்தின் நிலை குறித்த குறுஞ்செய்தியை பெறலாம்.
- ஆவணத்தை குறித்த காலத்தில் திரும்பப் பெற்றுக்கொள்ளத் தவறும் பட்சத்தில் பாதுகாப்பு கட்டணம் வசூலிக்கப்படும்.
- பட்டா மாற்றம் தேவைப்படும் ஆவணங்களுக்கு பட்டா மாற்றம் செய்யக் கோரும் படிவம் இவ்வலுவலகத்தில் இருந்து இணையதளம் வழியாகவே வருவாய்த்துறைக்கு அனுப்பப்பட்டுள்ளது. அதன் ஒப்புகைச் சீட்டை தங்களின் அசல் ஆவணத்தைத் திரும்பப் பெறும்போது கேட்டுப் பெற்றுக்கொள்ளவும்.

<https://tnreginet.gov.in> என்ற இணைய களம் மூலம் வழங்கப்படும் சேவைகள்

- கட்டணமின்றி வில்லங்க விவரம் தரவிறக்கம் செய்யும் வசதி
- சார் பதிவாளர் அலுவலகம் நேரில் வராமல் இணையதளம் மூலம் சான்றிட்ட நகல்கள், வில்லங்க சான்று விபரங்கள் விண்ணப்பித்து மின்னஞ்சல் மூலம் சான்று பெரும் வசதி
- இணையதளம் மூலம் பொது மக்களே ஆவணம் உருவாக்கும் வசதி
- இணையதளம் மூலம் வழிகாட்டி மதிப்பை அறியும் வசதி, கட்டிட மதிப்பை கணக்கிடும் வசதி

SCANNED

LEASE DEED

THIS LEASE DEED ("Lease Deed") is made and executed on this 30th of SEPTEMBER, 2025 at Chennai.

BY

PURELEARN EDUINFRA CHENNAI PRIVATE LIMITED, a private limited company incorporated under the Companies Act, 2013, having CIN U68100TS2024PTC184286 and having its registered office at Sy. No. 120, Niharika, Jubilee One, Road No. 1, Jubilee Hills, Hyderabad – 500 033, Telangana represented through its Authorized Signatory, Ms. Sreeja Gangishetti (hereinafter referred to as the "Lessor" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) **OF THE ONE PART**.

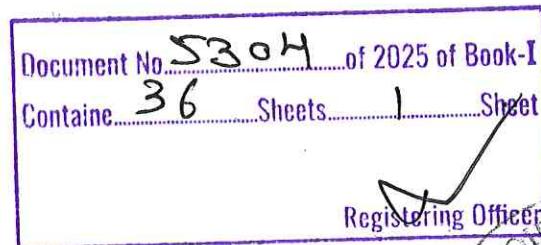
IN FAVOUR OF

SPR GURUKUL TRUST, a Trust established vide a registered Trust Deed dated 21st May 2018 with registration number 202 of 2018, having permanent account number AAVTS6394Q and having its registered office at No. 1, Cooks Road, SPR City, Perambur, Chennai, Tamil Nadu 500012, represented by its Authorised Signatory, Mr. Akshay Ravindran (hereinafter referred to as the "Lessee" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) **OF THE SECOND PART**;

(*The Lessor and the Lessee are hereinafter collectively referred to as the "Parties" and individually as a "Party".*)

WHEREAS:

A. The Lessor is the owner of all buildings and structures having built-up area of 1,85,000 square feet with FSI of 162,113 square feet (which FSI excludes any parking areas in the basement) known as "The Shri Ram Universal School" ("Building") constructed on 96,194 square feet (equivalent to approximately 2.2083 acres and for the sake of brevity, 2.21 acres) of land ("Physical Footprint") comprised in Sy Nos. 218/5 (old RS No. 218/1 Part) situated at No. 1, Faren Road, Perambur Taluk, Sub-Registration District of Purasawalkam, Chennai having acquired the same by way of a registered sale deed with document number 3859 of 2025 dated 28th March, 2025 ("Sale Deed").



By the Lessor



By the Lessee



- B. The Lessor has the right to use and access the Physical Footprint which is more particularly described and demarcated in Annexure 1 of this Lease Deed. The Building and the right to use and access the Physical Footprint are collectively referred to as "**Premises**".
- C. The Lessee is a Trust incorporated to operate schools and educational institutions and has been operating and managing School by the name of "The Shri Ram Universal School" for providing educational services for students (hereinafter referred to as "**School**").
- D. Now the Lessee is desirous of taking on lease from the Lessor, the Premises for operating and managing the School for a period of 20 (Twenty) years in accordance with the terms as set out hereinafter and the Parties have mutually agreed to enter upon the transaction to lease the Premises.
- E. The Parties have agreed to execute this Lease Deed to reduce to writing the terms and conditions with respect to the lease of the Premises in favour of the Lessee commencing from the Lease Commencement Date (*defined below*).

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

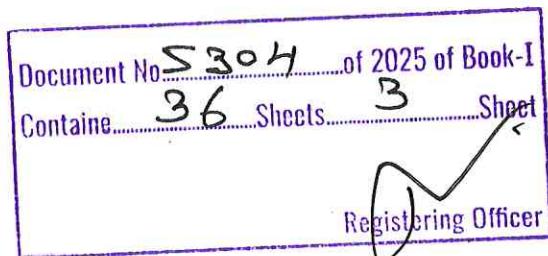
1. DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

In this Lease Deed, unless the context otherwise requires, the following capitalized terms shall bear the meanings ascribed to them below:

- (a) **“Building”** shall mean all buildings and structures having built-up area of 1,85,000 square feet with FSI of 162,113 square feet (which FSI excludes any parking areas in the basement) known as “The Shri Ram Universal School” constructed on the Physical Footprint and the building(s) built on a portion of the Land as more fully described in Schedule B hereunder;
- (b) **“Effective Termination Date”** shall have the meaning ascribed to the term in Clause 13;
- (c) **“Escrow Agreement”** shall mean the escrow agreement executed on or after the date hereof between the Lessor and the Lessee.
- (d) **“Force Majeure”** shall have the meaning ascribed to the term in Clause 15.1;
- (e) **“Governmental Authority”** means the Government of India or of any State or Union Territory in India, or any department thereof, any semi-governmental or judicial or quasi-judicial person in India or any Person (whether autonomous or not) who is charged with the administration of Indian law;
- (f) **“Law(s)”** means any laws, statutes, rules, regulations, directives, bye laws, codes of conduct, mandatory guidelines which have legal effect, judgments, awards, decrees, writs, orders or requirements and other binding actions or requirements of any government; department, agency or instrumentality of any government; regulatory authority, any court or arbitral tribunal in India for the time being in force;

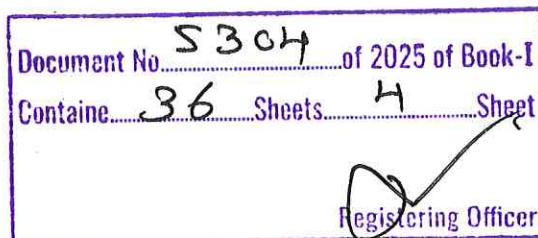
- (g) **“Lease Commencement Date”** shall be 28th of March 2025;
- (h) **“Lease Deed”** means this Lease Deed, the schedules and annexures and any written amendments thereto;
- (i) **“Lease Term”** shall have the meaning ascribed to the term in Clause 3 below;
- (j) **“Lock-in Period”** shall have the meaning ascribed to it in Clause 3 below;
- (k) **“Permitted Use”** means the operation and management of an educational institutions for providing educational services as permitted under applicable Law
- (l) **“Person”** means any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, Governmental Authority or any agency or political subdivision thereof or any other entity that may be treated as a person as the context may require;
- (m) **“Land”/ “Physical Footprint”** shall mean the land admeasuring 96,194 square feet (equivalent to approximately 2.2083 acres and for the sake of brevity, 2.21 acres) comprised in Sy Nos. 218/5 (old RS No. 218/1 Part) on which the Building is constructed and situated at No. 1, Farens Road, Perambur Taluk, Sub-Registration District of Purasawalkam, Chennai;
- (n) **“Premises”** shall mean a collective reference to the Building and the sole, exclusive and irrevocable right to use and unfettered access to the Physical Footprint;
- (o) **“Rent”** shall have the meaning ascribed to the term in Clause 4.1;
- (p) **“Rent Commencement Date”** shall be date of registration of this Lease Deed; and
- (q) **“Specifications”** means such fixtures and other immovable improvements provided in the Premises by the Lessor and are more fully detailed in *Schedule B*.



1.2. Interpretation

Unless the context otherwise requires in this Lease Deed:

- (i) words importing persons or parties shall include firms and corporations and any organizations having legal capacity;
- (ii) words importing the singular include the plural and *vice versa* where the context so requires;
- (iii) reference to any Law shall include such Law as is from time to time enacted amended, supplemented or re-enacted;
- (iv) reference to any gender includes a reference to all genders;
- (v) reference to the words "include" or "including" shall be construed without limitation;
- (vi) all references to days shall mean calendar days;
- (vii) reference to this Lease Deed or any other agreement, deed or other instrument or document shall be construed as a reference to this Lease Deed or such other agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or novated by mutual consent and in writing executed by both Parties;
- (viii) the provisions of this Lease Deed shall be read and interpreted in conjunction with the schedules and annexures hereto, provided however that, in the event of there being an inconsistency in the interpretation of the provisions of this Lease Deed and the schedules and the annexures, the terms of this Lease Deed shall take precedence;
- (ix) the headings and titles in this Lease Deed are indicative only and shall not be deemed part thereof or be taken into consideration in the interpretation or construction hereof; and
- (x) in addition to the terms defined in Clause 1.1, certain other terms are defined elsewhere in this Lease Deed and whenever such terms are used in this Lease Deed they shall have their respective defined meanings, unless the context expressly or by necessary implication otherwise requires.



2. GRANT OF LEASE

- 2.1. In consideration of the Rent to be paid by the Lessee to the Lessor as set out in this Lease Deed and the Lessee complying with the covenants and conditions mentioned herein, the Lessor hereby grants, and the Lessee hereby takes on lease, the Premises subject to the terms as set out in this Lease Deed.
- 2.2. The Lessor has delivered possession of the Premises to the Lessee on the Lease Commencement Date, and the Lessee confirms that it has received occupancy and possession of the Premises subject to the terms of this Lease Deed.
- 2.3. The Lessee hereby confirms and acknowledges that the Lessee has inspected and verified the physical state and condition of the Building, is satisfied with the same and has basis the aforesaid, agreed to take lease of the Premises under this Deed.
- 2.4. A duly authorized representative of the Lessor has handed over possession and the keys of the Premises to the Lessee on the Lease Commencement Date, which has been accepted by the Lessee.

3. LEASE TERM

The term of the lease in respect of the Premises shall be for a period of 20 (Twenty) years ("Lease Term") commencing from the Lease Commencement Date, with the entire Lease Term of 20 years being the lock-in period ("Lock-in Period") unless terminated in accordance with Clause 13 herein.

4. RENT

- 4.1. The Lessee shall pay to the Lessor rent (which shall be exclusive of GST or any other applicable taxes and shall be subject to deductions of tax at source as per the provisions of the Income Tax Act, 1961) in accordance with rental schedule as envisaged in **Schedule C** for the entire Lease Term ("Rent") with respect to the Premises. The Rent shall accrue from the Lease Commencement Date. The Lessee shall commence payment of the Rent from the Rent Commencement Date and the entire accrued Rent as accrued from the Lease Commencement Date until the Rent Commencement Date shall be paid by the Lessee to the Lessor on the Rent Commencement Date.
- 4.2. The Lessee agrees to pay Rent to the Lessor through the escrow account designated as per the Escrow Agreement by the Parties for the purpose of payment of Rent.
- 4.3. The Rent shall be payable by the Lessee to the Lessor in advance and due on or before the 15th day of every calendar month into the escrow account designated for payment of rent as per the Escrow Agreement without demand or delay, during the Lease Term. It is clarified that the Rent payable from the Lease Commencement Date until end of the first calendar month of the Lease Term shall be paid by the Lessee to the Lessor on the date of the execution of this Lease Deed. The Lessee shall pay the Rent subject to all applicable deductions of tax at source as per the provisions of the Income Tax Act, 1961. In this regard, the Lessee shall provide to the Lessor certificates of tax deducted at source in accordance with applicable Laws.



4.4. In the event of delay in the payment of the Rent as per clause 4.3 above, the Lessee shall pay to the Lessor interest calculated at the rate of 18 % (Eighteen per cent) per annum compounded annually on the Rent for such delay from the due date till payment, without prejudice to any rights or remedies that the Lessor may have under clause 4.5 below, other provisions of this Lease Deed and applicable Law, contract or otherwise.

4.5. In addition to Clause 4.4 hereinabove, it is clarified that incidents of delay in payment of Rent by the Lessee under this Lease Deed shall not occur more than twice in an accounting period and shall under no circumstances occur in 2 (two) consecutive months. In the event of delay in payment of Rent for 2 (two) consecutive months, the Lessee shall (a) reimburse the actual loss and / or damages incurred by the Lessor on account of any penal charges, fee, fines etc. imposed by the Lessor's lender from time to time as a result of delay in payment of Rent by the Lessee and (b) the Lessor shall be further entitled to all the rights as envisaged in Clause 13.

4.6. After expiry of every 12 (twelve) months during the Lease Term commencing from FY 28, the Rent shall be escalated by 5% (Five per cent) per annum over the Rent paid in the year immediately preceding such escalation, as further set out in Schedule C.

4.7. In the event that the Lessee has not paid any of the amounts due to the Governmental Authorities under this Lease Deed within the respective due dates, the Lessor shall have the right, but not the obligation, to make payment of the same to the concerned Governmental Authorities. Without prejudice to the rights of the Lessor under applicable Law, contract or otherwise, the Lessee shall be liable to reimburse to the Lessor within 7 (seven) business days, all costs incurred by the Lessor in connection with the non-payment by the Lessee of any of the sums due under this Lease Deed along with interest calculated at the rate of 18% (eighteen per cent) per annum compounded annually on such amounts from the due date till payment.

4.8. The obligation of the Lessee to pay the Rent and any other sums to the Lessor and the obligations of the Lessor under this Lease Deed are independent obligations. The Lessee shall have no right at any time to abate, reduce or set-off any Rent due herein except for any abatement as may be expressly provided in this Lease Deed. For any payment due from the Lessee to the Lessor under this Lease Deed for which a specific payment due date is not otherwise provided for in this Lease Deed, the Lessee shall be required to pay the amount in question to the Lessor within 15 (fifteen) days from the due date of the said amounts or after receipt of notice from the Lessor, whichever is earlier along with interest calculated at 18 % (eighteen per cent) per annum compounded annually.

Document No. 5304 of 2025 of Book-I
 Contains 36 Sheets. 6 Sheet
 Registering Officer



By the Lessee

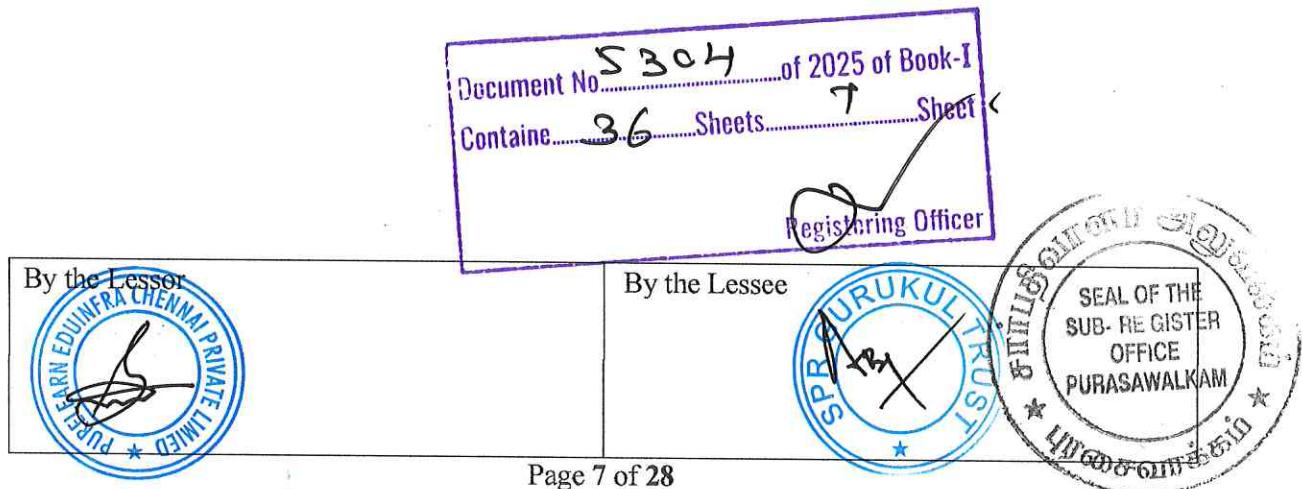


5. USE OF THE PREMISES

5.1. The Premises shall be used in accordance with the terms listed in Annexure 3 ("Use of the Premises"). The Lessee shall not change the Use of the Premises and the Premises shall be used by the Lessee in the manner as may be mutually agreed in writing between the Parties.

5.2. The Lessee shall utilize the Premises only for those activities, which pertain to the running and operation of the School as per applicable Laws. However, the Lessee may permit such educational/sporting/extra- curricular activities (as defined in **Annexure 3**) by third parties associated with the Lessee which are associated with the School which help in creating/building a brand value of the School provided such activities are only related to the educational services provided that the Lessee shall not change Use of the Premises and shall use in manner as mutually agreed by both the Parties in writing from time to time. Any loss/damage/liability arising out of activities/events contemplated herein and **Annexure 3**, whether in regular or extraordinary course shall be the sole responsibility and liability of the Lessee and the Lessee shall indemnify the Lessor and its directors against all losses arising out of such activities. However, the Lessee shall ensure that the aforementioned activities shall in no way hamper or affect its ability to perform its obligations under this Lease Deed. Further, if any temporary or permanent damage is caused to the Building on account of such activities, the expenses related to such damage for repairing and maintaining the Premises shall be solely borne by the Lessee at its own risk and cost to the complete satisfaction of the Lessor.

5.3. After the Lease Commencement Date and upon request of the Lessee, the Lessor at its sole discretion may develop any part of the Land or put up any additional construction on the Land and Building, subject to availability of FSI and approvals from concerned authorities during the Lease Term. The Parties agree that so long as this Lease Deed is in force, the Lessor shall be obligated to lease, and the Lessee shall be obligated to accept the lease of such additional construction from the Lessor upon the terms and conditions as may be mutually agreed between the Parties which shall be standard as per market practices and on an arm's length basis. The Lessor will be entitled to collect from the Lessee additional rent at the rate of 10% (Ten per cent) p.a. with an annual escalation of 5% (Five per cent) in the Rent as set out in Clause 4.6 hereinabove on the capitalized gross additional construction cost (such gross additional construction cost shall include but not be limited to costs in relation to consultant fees, deposits to authorities, stamp duty and registration charges, liaisoning related costs, etc.) incurred by the Lessor, in respect of such additional construction. It is hereby clarified that the Lease Commencement Date for such additional construction shall be the date of handover of such additionally constructed facility on lease to the Lessee. The rent escalation for such additional construction shall start after 12 months from such respective Lease Commencement Date. It is clarified that any such additional construction being leased out to the Lessee shall be by way of a separate registered Lease Deed, if applicable.



5.4. All major repairs or structural alterations due to action/inaction by the Lessee or for reasons other than normal wear and tear in the ordinary course shall be borne by the Lessee. If the Lessee fails to undertake the repairs, Lessor shall have the sole discretion to undertake the same and the Lessee shall reimburse the Lessor and the same shall be subject to such other terms and conditions as may be mutually agreed between the Parties.

5.5. In case of any structural defect or damage caused by Lessee during the Lease Term on account of any act of negligence by Lessee or its employees, except normal wear and tear, the same shall be repaired and corrected by Lessee to the satisfaction of Lessor at the risk and cost of the Lessee. Only those structural changes necessitated by normal use or wear and tear of the Building shall be the Lessor's responsibility.

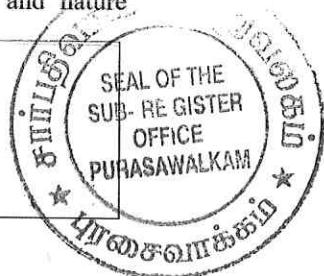
5.6. The Lessee shall not be entitled to carry out any alterations to the Premises (including structural alterations) or any portion thereof, without the prior written consent of the Lessor, such permission may be granted at the sole discretion of the Lessor. Notwithstanding anything to the contrary, it is clarified that the Lessor may, at the time of its approval of any alteration or at any time prior to the expiry or earlier termination of this lease, notify the Lessee that the Lessor requires that the Lessee remove such alteration (which is temporary and removable in nature without causing any damage to the Premises) in which event the Lessee shall remove the alteration without causing any damage to the Premises or the building systems and shall restore the Premises to its condition prior to the installation of the alteration. It is hereby clarified that in case such alteration is (a) mandatorily required to be done by the Lessee under the order or direction from any applicable authority under the applicable Law or (b) required for effective functioning of the School, the Lessor shall have 30 business days authority (or any such timeline expressly defined in such order or direction, whichever is less), from the date of receipt of request letter along with supporting documents to give a confirmation for carrying out such alteration to the Lessee and in case such confirmation is not received by the Lessee from the Lessor within such 30 business days, the same is deemed to be approved by the Lessor. It is also clarified that such alteration shall be at the sole cost of the Lessee and in case the Lessor is willing to bear such cost, additional rental yield shall be paid to the Lessor on the capital expenditure.

5.7. The Lessee shall ensure that any alterations brought into or installed in the Premises shall not affect any of the building systems and/or the structural components of the Premises including the Specifications.

5.8. All Specifications and any additional improvements built into the Premises so as to become an integral part of the Premises shall remain the property of the Lessor during the Lease Term and following the expiration or earlier termination of this lease. The Specifications and any additional improvements shall not be removed by the Lessee during the Lease Term and following the expiration or earlier termination of this lease and shall be surrendered with the Premises as a part thereof, following the expiration or earlier termination of this lease. Further the Lessee shall be held responsible for any damage that may be caused to the Specifications and any additional improvements and the Lessee shall keep the Lessor and its directors indemnified in this regard.

5.9. The Lessee acknowledges and understands that this lease is an absolute "net lease", and that the Lessee is required to pay all the Rent and other costs and charges without notice, demand, counterclaim, set-off, deduction, or defence, and without abatement, suspension, deferment, diminution or reduction. All costs, expenses and obligations of every kind and nature

By the Lessor	By the Lessee
	
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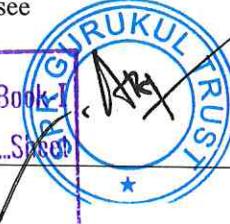
whatsoever relating to the Premises and the appurtenances thereto and the use and occupancy thereof which may arise or become due during or with respect to the Lease Term shall be borne by the Lessee. Except as contemplated herein, the Lessee assumes the sole responsibility for the condition, use, operation, maintenance and management of the Premises and the Lessor shall have no responsibility in respect thereof and shall have no liability for damage to any property thereon.

6. INSPECTION AND ACCESS

The Lessor and the Lessor's representatives may enter the Premises at any time during non-school working hours (except in the case of emergencies) and with prior intimation to the head office of the School or intimation to head office (since the Lessor may not be in touch with direct principal), for the purpose of inspecting the Premises, or for any other business purposes.

7. MAINTENANCE, UTILITY, ALTERATIONS AND REPAIRS

- 7.1. The Lessee shall be responsible for regular routine maintenance of the Premises during the Lease Term. The Lessee acknowledges that on a mandatory basis the Lessee shall comply with the maintenance obligations listed in **Annexure 2** of this Lease Deed at its cost during the Lease Term.
- 7.2. All utilities including, but not limited to, water consumption, diesel for generator back up, air-conditioning, telecommunication facilities, internet and electricity utilized in the Premises shall be paid by the Lessee on actuals as per the meter readings installed/ charged by the services providers.
- 7.3. The payment of charges towards the utilities of the Premises to the concerned Governmental Authorities or concerned service provider shall always be the responsibility and obligation of the Lessee during the Lease Term and shall be paid as and when they become due.
- 7.4. The Lessee shall, at its sole cost and expense, repair, replace and maintain in good condition all portions of the Premises during the Lease Term including, without limitation, entries, doors, ceilings, windows, and the walls.
- 7.5. If the Lessee fails to perform any of its obligations under this Clause 7, the Lessor may give the Lessee a written notice of such failure. If the Lessee fails to cure such default within 15 (fifteen) days following receipt of the Lessor's notice, to the satisfaction of the Lessor, the Lessor may (if it so elects and without any obligation to do so) perform the obligation in question in which case the Lessor shall be reimbursed by the Lessee no later than 7 (seven) days after expiry of the cure period stipulated hereinabove along with interest calculated at 18% (eighteen per cent) per annum compounded annually.
- 7.6. The Lessor reserves the right, (a). to conduct a joint inspection of the Premises along with the Lessee as and when required by the Lessor and (b) to require the Lessee to make structural or non-structural repairs or replacements as may be necessary for proper maintenance of the Premises, which shall be at the sole risk and cost of the Lessee. In the event the Lessee does not undertake such actions as required by the Lessor to maintain the Premises as set out above, then the Lessor shall have the right to effect such repairs and the Lessee shall reimburse the Lessor all the costs, expenses and charges incurred in connection with the same.

By the Lessor	By the Lessee
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8. TAXES

- 8.1. The Lessee shall be required to pay all goods and service tax, and / or any other taxes / levies / duties, as applicable from time to time, with respect to the Premises and / or the Rent and/or any other amounts payable under this Lease Deed (including all amounts to be reimbursed by the Lessee to the Lessor in terms of this Lease Deed).
- 8.2. From the Lease Commencement Date, the Lessee shall bear and pay, on behalf of the Lessor, the property taxes, and other applicable taxes, rates, and cesses payable to the concerned Governmental Authority in regard to the Land and Building including but not restricted to, land tax, building tax, corporation, and house tax, as applicable. If the Lessee is not able to make payment of the aforesaid taxes for reasons not attributable to the Lessee (including due to applicable Law), the Lessor shall have a right but not an obligation to bear the same by giving a notice to the Lessee and allowing the Lessee to resolve the same within a period of 90 days or within the timeframe indicated in the demand notice (whichever is earlier). In the event that the Lessor makes payment of the taxes in terms of this Clause 8.2, the Lessee agrees to reimburse the actual amount of the taxes paid by the Lessor in terms of this Clause 8.2 within a period of 7 (seven) days from receipt of a notice from the Lessor in this regard and in case this reimbursement is not made by the Lessee within such 7 days, the Lessee shall reimburse such amount together with interest calculated at 18% (eighteen per cent) per annum compounded annually till the date of payment.

9. INSURANCE

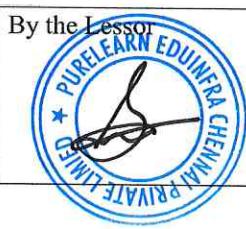
- 9.1. The Lessee will keep in force at its sole expense as long as this Lease Deed remains in effect and during such other time as the Lessee and the Lessee's employees, agents, invitees and others for whom it is responsible at law use any portion of the Premises, a Commercial General Liability Policy: to provide insurance coverage for bodily injury, property damage, personal and advertising injury and products and completed operations liability.
- 9.2. The Lessor shall procure the required insurance policies for the Land and Building, and the costs incurred for procuring such insurance policies shall be reimbursed by the Lessee on actual basis. The Lessee agrees to reimburse the actual amount of the insurance premium paid by the Lessor in terms of this Clause within a period of 7 (seven) days from receipt of a notice from the Lessor in this regard and in case this reimbursement is not made by the Lessee within such 7 days, the Lessee shall reimburse such amount together with interest calculated at 18% (eighteen per cent) per annum compounded annually till the date of payment.

10. SUB-LETTING AND ASSIGNMENT

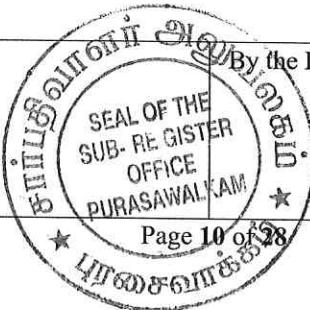
The Lessee shall not be entitled, without the prior written consent of the Lessor, to assign, sub-lease, sublet, license, or transfer any interest in all or any portion of the Premises to any kind of third party or related party which consent may be withheld at the Lessor's sole discretion. Notwithstanding any sub-lease or license, the Lessee will continue to remain responsible and liable to the Lessor for its obligations under this Lease Deed.

11. MORTGAGE AND SALE

- 11.1. The Lessor shall have the right to sell the Premises or any portion thereof and such prospective purchaser shall be bound by all the terms and conditions of this Lease Deed.



By the Lessor



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11.2. The Lessor shall be entitled to create security interest/charge/hypothecation a mortgage, lien on the Premises or any part thereof or any receivables arising from the Premises, or on the Rent, at its sole discretion.

11.3. All obligations of the Lessor under this Lease Deed shall be binding upon the Lessor only during the period that such Lessor is the lessor under this Lease Deed. Upon the transfer by the Lessor of its interest in this Lease Deed, the Lessor shall thereupon be released and discharged from all obligations of the Lessor thereafter accruing and the succeeding lessor shall be responsible for the obligations thereafter accruing under this Lease Deed in the same manner as the Lessor. It is hereby clarified that the Lessor's obligations shall cease only upon the succeeding lessor duly executing the deed of adherence in the format annexed hereto as Annexure 4.

12. REPRESENTATIONS, WARRANTIES AND COVENANTS

12.1. The Lessee hereby represents and warrants as under:

- (i) It has the full legal right, power and authority to enter into, deliver and perform its obligations under this Lease Deed.
- (ii) It is duly incorporated/established or organized and validly existing under the applicable Laws of the jurisdiction of its incorporation/establishment or organization, having full corporate power and authority to enter into and perform its obligations under this Lease Deed.
- (iii) This Lease Deed, when executed and delivered by the Lessee, and the performance by the Lessee of its obligations and the transactions contemplated hereunder, will not contravene or breach any provision of any applicable Law in which it conducts business.
- (iv) The Lessee shall furnish the certificate for tax deducted at source, for all payments made by the Lessee to the Lessor under this Lease Deed, within the period prescribed under applicable Law.

12.2. The Lessor hereby represents and warrants as under:

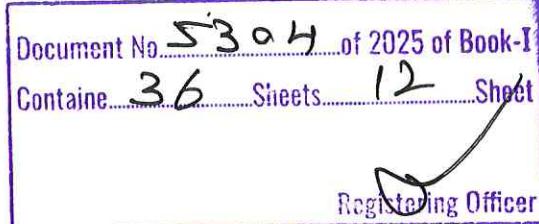
- (i) It has the full legal right, power and authority to enter into, deliver and perform its obligations under this Lease Deed.
- (ii) It is duly incorporated/established or organized and validly existing under the applicable Laws of the jurisdiction of its incorporation/establishment or organization, having full corporate power and authority to enter into and perform its obligations under this Lease Deed.
- (iii) This Lease Deed, when executed and delivered by the Lessor, and the performance by the Lessor of its obligations and the transactions contemplated hereunder, will not contravene or breach any provision of any applicable Law in which it conducts business.

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13. TERMINATION AND CONSEQUENCES

- 13.1. In the event of abandoning or surrendering or terminating the lease prematurely (that is before the expiry of the Lock in Period) by the Lessee or termination by the Lessor due to a breach by the Lessee of any of the terms herein the Lessee shall pay to the Lessor, 3 (three) years' Rent equivalent as liquidated damages or Rent amount due for unexpired portion of the Lock-in Period whichever is higher, to Lessor within 30 (thirty) days ("Liquidated Damages") from the date of abandonment or termination, as the case may be.. The Lessee hereby acknowledges and agrees that the Liquidated Damages provided for in this Clause 13 are a genuine and reasonable pre-estimate of the damages the Lessor may suffer as a result of the Lessee's failure to comply with its obligations in the manner contemplated and are not a penalty.
- 13.2. The Lessee may opt to terminate this lease after completion of 20 years from the Lease Commencement Date by giving 3 years notice in writing to the Lessor of its intention to do so post completion of 17 years from the Lease Commencement Date. In this case the Lessee shall be liable to pay Lease Rent only to the extent of Lease Rent payable up to the end of the Lock-in Period.
- 13.3. The Lessee may terminate the lease after the expiry of the Lock-in Period upon giving a 3 (three) years' notice to the Lessor of its intention to do so. In the event the termination is done after the Lock-in Period, but without giving 3 (three) years' notice then, the Lessee shall be liable to pay such Rent as may be payable for such notice period of 3 (three) years as liquidated damages. The Lessor shall not be liable to refund any deposit available with it till such time that the liquidated damages have been paid. Further, the Lessor shall have the right but not the obligation to adjust such liquidated damages from the deposit(s) available with it, in addition to any other rights that the lessor may have under the terms of this Lease Deed, in equity or Law.
- 13.4. In the event of a breach of Clause 4.5 by the Lessee or the requisite affiliations and approvals required to operate the School have expired / are withdrawn by the appellate authorities / become invalid, etc., for a continuous period of 6 (six) months the Lessor will give a notice to the Lessee to remedy the breach and / or default to be cured by the Lessee within 15 (fifteen) days. In the event the Lessee does not remedy the breach and/ or default within such period to the satisfaction of the Lessor, the Lessor will be entitled, at its discretion, to either (a) remedy the breach at the cost of the Lessee or (b) terminate the lease with immediate effect and thereupon appoint a new operator for the School at the risk and cost of the Lessee in such a manner as to not cause any disturbance to the academic session of the School.



By the Lessee



13.5 Where this lease is terminated in the middle of an academic session by the Lessor under Clause 13.4, the effective date of such termination shall be the end date of such ongoing academic session ("Effective Termination Date") and the Lessee shall handover the Premises to the Lessor within 30 days from the Effective Termination Date. In the event the Lessee does not vacate the premises on the Effective Termination Date then, in addition to the payment of Rent and other charges payable under this Lease Deed during the actual date of termination and the Effective Termination Date and without prejudice to the other rights and remedies available to the Lessor under this Agreement or applicable Laws or equity or otherwise, the Lessee shall also be liable to pay to the Lessor interest at the rate of 18% (eighteen per cent) p.a. compounded annually on the Rent payable from the Effective Termination Date (including grace period) till the date of vacating the Premises. It is hereby clarified that in any case the Effective Termination Date shall not exceed 12 months from the date of termination of the Lease Deed by the Lessor.

13.6 Upon termination as set out in this Clause 13 or upon expiry of this lease, the Lessee shall handover the quiet, vacant and peaceful physical possession of the Premises to the Lessor on the Effective Termination Date. In the event that the Lessee continues to be in possession of the Premises beyond the Effective Termination Date, for any reason whatsoever, the Lessee shall be treated as an unauthorized occupant and such possession of the Lessee shall be deemed unauthorized. For such unauthorized occupancy, the Lessee will be liable to pay compensation equivalent to 200% (two hundred per cent) of monthly Rent for the entire period of such unauthorized use of the Premises. This right is without prejudice to the right of the Lessor to evict the Lessee and to deal with the Premises under applicable Law. In such event of the Lessee failing to vacate the Premises on expiry or earlier termination of this lease, the Lessee shall be responsible for all damages, including consequential damages, suffered by the Lessor resulting there from. Nothing in this paragraph shall be construed to grant the Lessee any right to use and/or occupy the Premises after expiration or termination of this Lease Deed or prevent the Lessor from re-entering the Premises at any time after the expiry or earlier termination of this lease.

14. REINSTATEMENT

14.1. On expiry or termination of this lease, the Lessee shall deliver possession of the Premises to the Lessor in good tenantable condition along with all structures thereon (including the Building) subject to natural wear and tear.

14.2. In the circumstances where this lease is terminated in terms of Clause 13 above or expiry of the Lease Term, the Lessee agrees and acknowledges that it shall leave all the fixed and immovable improvements and fittings at the Premises, at no additional cost to the Lessor. Notwithstanding the above, any liabilities in respect of the fixed and immovable improvements and fittings at the Premises will continue to remain that of the Lessee.

14.3. Subject to the terms of this Lease Deed, the Lessee shall be entitled to remove any additional moveable improvements brought in by the Lessee from the Premises, on expiry or earlier termination of the Lease Term at the cost of the Lessee without causing any damage to the

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Premises. Any damage caused during the removal of any additional improvements shall be repaired by the Lessee at its own cost prior to surrender of the Premises.

15. FORCE MAJEURE

15.1. If the performance by either Party of any of its obligations under this Lease Deed is prevented, restricted or interfered with by reason of fire, earthquake, flood or other natural calamity or casualty or accident, or other violence (not, directly or indirectly, due to any act, omission, neglect or default (willful or otherwise) of the Lessee or the Lessor), war or other violence, any event specifically notified as a force majeure event for the School by the Governmental Authorities (which shall be applicable as per the terms of such notification) or any act or condition whatsoever beyond the reasonable control of such Party which results in the Lessee being unable to perform its obligations entirely from the Premises, then each such event shall be called a "**Force Majeure**" event. It is expressly clarified for the purposes of this Clause that it shall not include, change in Law or regulations of any Government Authority (except specific notifications issued by Governmental Authorities as stated hereinabove in this Clause 15.1), epidemics, pandemics such as Covid-19 or similar events (and/or actions by the authorities in response thereto), or strikes, lockouts, accident or any other event occurring directly or indirectly on account of an act omission or negligence of any or all Parties. The Party whose performance is affected by a Force Majeure event shall give prompt notice within a period of 15 (fifteen) days from the date of the Force Majeure occurrence and providing a description to the other Party of such Force Majeure in such notice, including a description, in reasonable specificity, of the cause of the Force Majeure occurrence; and such Party shall be allowed a reasonable extension of time for the performance of the concerned obligations as mutually agreed between the Parties, provided further that such Party shall use reasonable efforts to avoid or remove such cause of non-performance and shall continue performance hereunder whenever such causes are removed.

15.2. The Lessee shall not be required to pay the Rent in the event of Force Majeure as provided in Clause 15.1 hereinabove, and the Parties will take reasonable steps to restore the Premises to the condition prior to the happening of the Force Majeure event as soon as reasonably practicable. The Lessor agrees and confirms that the entire claim proceeds received from the insurance coverage shall be utilized towards restoration of the Premises and the Lessee shall bear the shortfall, if any. It is clarified that if the damage to the Premises occurs due to the negligence or acts of the Lessee, then Lessee will bear entire cost towards restoration of the Premises. In the event that the Force Majeure event continues for a period beyond 6 (Six) Months then the Lessor shall have the right but not the obligation to terminate this Lease Deed without any further obligations. It is clarified that in the event of termination of Lease Deed by the Lessor under this Clause 15.2, then all obligations of the Lessee under this Lease Deed shall cease to exist from effective date of termination. However, it is clarified that any liabilities of the Lessee in relation to any other outstanding amounts (including outstanding lease rentals) under this Lease Deed which are attributable to the period prior to the termination of the Lease Deed under this Clause shall continue.

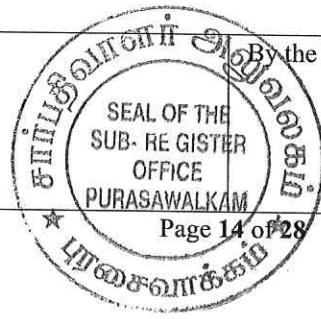
16. INDEMNITY

16.1. The Lessee shall indemnify and hold the Lessor and its directors, shareholders, officers, employees, agents, etc. harmless against any claims, demands, actions, damages, liabilities, and expenses for injury or death to persons or damage to property, arising directly or indirectly, arising out of or relating to (a) any breach of this Lease Deed by the Lessee and/or (b) any act

By the Lessor



By the Lessee



Registering Officer

or omission of the Lessee in violation of its legal, statutory, regulatory or other duty or obligations in connection with this Lease Deed.

- 16.2. The Lessor shall not be liable to the Lessee for, and the Lessee assumes all risk of damage to, personal property (including, without limitation, loss of records) kept within the Premises. The Lessor shall not be liable for any damages arising from any act, omission or neglect of the Lessee or any of the Lessee's agents, servants, employees, invitees and contractors within the Premises or of any other third party. In any event the maximum liability of the Lessor under this Lease Deed shall be limited to an amount equal to 1 (one) month's Rent paid under this Lease Deed.
- 16.3. In addition to the above the Lessee shall indemnify, defend, protect and hold harmless the Lessor, its representatives, affiliates and their respective directors, officers and agents from any and all claims made as a result of any act or omission directly or indirectly attributable to the Lessee with respect to the non-compliance of the guidelines (more specifically in relation to the Building) mentioned in the safety and security of children, passed by the Ministry of Human Resource Development (MHRD), Government of India on October 9, 2014.
- 16.4. Further, any loss/damage/liability arising out of activities/events contemplated in Annexure 3 herein, whether in regular or extraordinary course shall be the sole responsibility and liability of the Lessee and the Lessee shall indemnify the Lessor and its directors against all losses arising out of such activities. However, the Lessee shall ensure that the aforementioned activities shall in no way hamper or affect its ability to perform its obligations under this Agreement.

17. NOTICES

- 17.1. All notices or other communications between the Parties under this Lease Deed shall be in writing and shall (i) either be signed by or on behalf of the Party giving it and delivered either by hand or through a reputed courier service; or (ii) be sent from and to the e-mail addresses mentioned herein. Any notice so served shall be deemed to have been duly given: (i) in the case of delivery by hand or when delivered by a reputed courier service, 2 (two) business days following the date of dispatch; and (ii) in case of e-mail delivery, 1 (one) business day following the date of dispatch.

TO THE LESSOR:

Address: Sy. No. 120, Niharika, Jubilee One, Road No. 1, Jubilee Hills, Hyderabad – 500033, Telangana
Attention: Mr. Sai Krishna Narla
Contact: 9908807043
Email: Krishna@Cappella.in

TO THE LESSEE:

Address: No. 1, Cooks Road, SPR City, Perambur, Chennai, Tamil Nadu 500012
Attention: Ms. Kirti Sharma
Contact: 9582845268
Email: Kirti@crimsonschools.in

- 17.2. The Parties may from time to time by written notice to the other Parties designate another address for receipt of future notices.

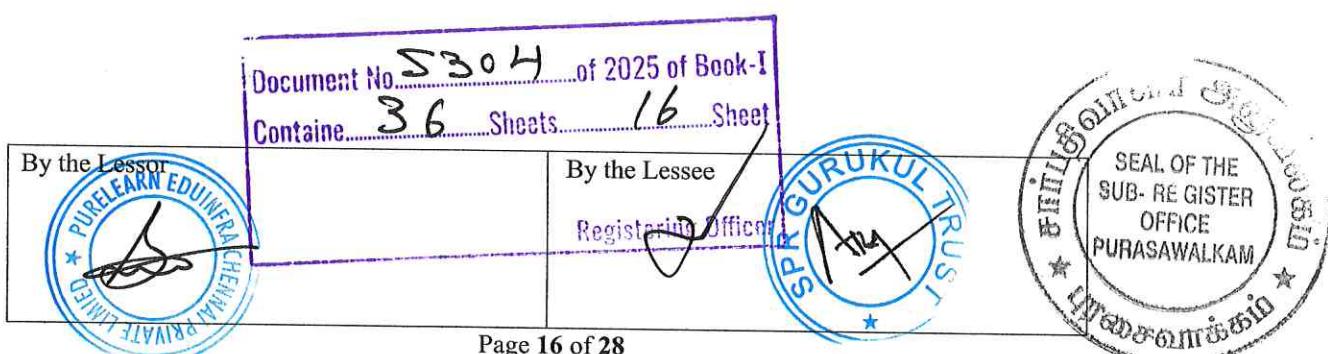
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18. COSTS

- 18.1. The Lessor agrees to bear all expenses towards stamp duty and registration charges of this Lease Deed.
- 18.2. Subject to Clause 18.1 above, each Party shall bear its own legal and other costs with respect to this Lease Deed.

19. DISPUTE RESOLUTION

- 19.1. In case of any dispute, difference, or other matter arises amongst Parties hereto during the subsistence of this Lease Deed or thereafter, governing, relating to or in connection with the validity, interpretation, implementation, or alleged material breach of any provision of this Lease Deed or regarding a question, including the questions as to whether the termination of this Lease Deed has been legitimate, the Parties shall endeavor to settle such dispute amicably.
- 19.2. In the case of failure by the Parties to resolve the dispute in the manner set out above within 30 (thirty) days from the date when a notice of dispute is issued by any of the Parties, the dispute shall be referred to and finally resolved by International Arbitration and Mediation Centre, Hyderabad ("IAMC") in accordance with the rules framed by IAMC for the time being in force, which rules are deemed to be incorporated by reference in this Clause 19. The arbitral tribunal shall consist of 3 (three) arbitrators ("Arbitral Tribunal") with the Lessor appointing 1 (one) arbitrator and the Lessee appointing 1 (one) arbitrator and the 2 (two) arbitrators so appointed jointly nominating a third presiding arbitrator, who shall act as the chairman of the Arbitral Tribunal. In the event the two party-nominated arbitrators are unable to nominate the third presiding arbitrator within a period of 15 (fifteen) days, then the IAMC shall appoint the third arbitrator, who shall act as the Chairman of the Arbitral Tribunal. The seat of the arbitration shall be Hyderabad, India. The arbitration proceedings shall be conducted in accordance with the IAMC Rules and shall be conducted in the English language. The Arbitral Tribunal shall also decide on the costs of the arbitration proceedings.
- 19.3. If any dispute, difference or other matter raises issues which are substantially the same as or connected with issues raised in a dispute which has already been referred to arbitration under this Lease Deed or otherwise ("Existing Dispute"), or arises out of substantially the same facts as are the subject of an Existing Dispute (in either case, a "Related Dispute"), the Arbitral Tribunal appointed or to be appointed in respect of any such Existing Dispute shall also be appointed as the Arbitral Tribunal in respect of any Related Dispute. Any dispute as to whether a dispute is a Related Dispute shall be referred to, and finally resolved by, the Arbitral Tribunal appointed or to be appointed in respect of an Existing Dispute.
- 19.4. The Arbitral Tribunal, upon the request of one of the parties to a dispute which itself wishes to be joined in any reference to arbitration proceedings in relation to an Existing Dispute, may join any party to this Lease Deed to any reference to arbitration proceedings in relation to that dispute and may make a single, final award determining all disputes between them. Each of the Parties hereby consents to be joined to any reference to arbitration proceedings in relation to any dispute at the request of a Party to that dispute.



19.5. Where, pursuant to the above provisions, the same Arbitral Tribunal has been appointed in 19.2. relation to two or more disputes, the Arbitral tribunal may, with the agreement of all the parties concerned or upon the application of one of the Parties, being a Party to each of the disputes, order that the whole or part of the matters at issue shall be consolidated and/or heard together upon such terms or conditions as the Arbitral Tribunal thinks fit.

19.6. The Arbitral Tribunal's award shall be substantiated in writing and the Parties shall submit to the Arbitral Tribunal's award, which shall be enforceable in any competent court of Law.

19.7. The provisions of this Clause shall survive the termination of this Lease Deed.

20. GOVERNING LAW AND JURISDICTION

The laws of India shall be applicable to the Parties to all disputes arising out of this Lease Deed. Subject to Clause 19 above, Courts in Chennai, India shall have exclusive supervisory jurisdiction in relation to all matters under this Lease Deed including passing interim orders and enforcing any award.

21. MISCELLANEOUS

21.1. Assignment

The Lessee will not be entitled to assign this Lease Deed or any rights or obligations or benefits under this Lease Deed or any part thereof in favour of any third party (including its affiliates) without the prior written consent of the Lessor. The Lessor may assign this Lease Deed and/or its rights under this Lease Deed by intimating the Lessee of such assignment.

21.2. Modification/variation

No change, variation or modification of any of the terms and conditions set forth herein shall be valid unless incorporated as an amendment to this Lease Deed and signed by the duly authorized representatives of both the Parties.

21.3. Waiver/Forbearance

No act or omission by any Party, including any failure to insist upon strict performance of any provisions contained in this Lease Deed, shall constitute a waiver of any rights, privileges or remedies afforded to the other Parties under this Lease Deed, at Law or in equity; nor shall any act or omission by any Party constitute an approval of or acquiescence in any default hereunder by the other Parties. Any waiver by any Party of a default hereunder by the other Parties shall not be construed as a waiver of any subsequent default by such Parties. A purported waiver by any Party of any default hereunder by the other Parties or any terms or conditions of this Lease Deed shall not be valid or enforceable unless it is contained in a written instrument signed by all Parties.

21.4. Severance

In the event that any provision of this Lease Deed or any of its conditions are declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as achieves the intention of the Parties without illegality or at the discretion of the Parties it may be severed from this Lease Deed and the remaining provisions of this Lease Deed shall remain in full force and effect.

By the Lessor



By the Lessee

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unless the Parties decide that the effect of such declaration is to defeat the original intention of the Parties in which event the Parties may decide to terminate this Lease Deed.

21.5. Specific performance

In the event that a Party commits a default of the terms of this Lease Deed then, the non-defaulting Party shall be entitled to such remedies, including remedies by way of damages and/or specific performance, as may be permitted under applicable Laws, in addition to its rights and remedies under this Lease Deed.

21.6. Entirety

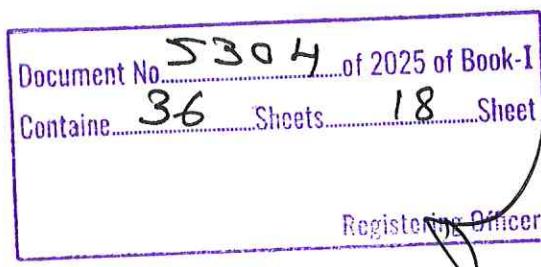
This Lease Deed constitutes the entire understanding between the Parties with respect to the subject matter hereof to the exclusion of all other prior agreements, arrangements, term sheets or understandings and assurances, relating to such subject matter either written or oral. Any additional, supplemental, deeds, documents, letters or writings, mutually agreed and executed by the Parties, shall be legally valid and binding along with this Lease Deed.

21.7. Relationship between the Parties

The Parties agree that nothing in this Lease Deed shall in any manner be deemed to constitute a partnership between the Lessor on one hand and the Lessee on the other hand and no Party shall have any authority to bind or shall be deemed to be the agent of any other Party in any manner whatsoever. Save as provided in this Lease Deed, no right, title or interest in the Premises (including ownership of the Premises) shall pass/be transferred to the Lessee by virtue of this Lease Deed.

21.8. Survival

The provisions of Clauses 1 (*Definitions and Interpretation*), 16 (*Indemnity*), 17 (*Notices*), 19 (*Dispute Resolution*), 20 (*Governing Law and Jurisdiction*) and 21 (*Miscellaneous*) shall survive termination or expiry of this Lease Deed.



By the Lessor



By the Lessee



Schedule A

Description of the Premises

All buildings and structures having built-up area of 1,85,000 square feet with FSI of 162,113 square feet (which FSI excludes any parking areas in the basement) known as "The Shri Ram Universal School" constructed on 96,194 square feet (equivalent to approximately 2.2083 acres and for the sake of brevity, 2.21 acres) of land comprised in Sy Nos. 218/5 (old RS No. 218/1 Part) situated at No. 1, Farens Road, Perambur Taluk, Sub-Registration District of Purasawalkam, Chennai and Registration District of Chennai- Central

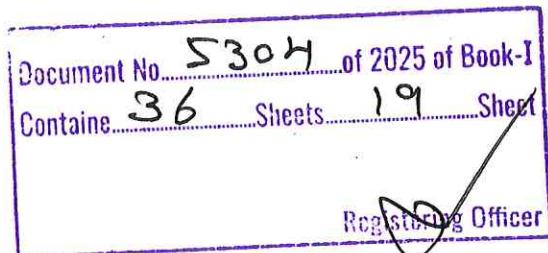
and bounded on

North by – Sy. No. 219/1 and 219/5

West by – Sy No. 218/5

South by – New Farrens Road

East by – OSR Land



By the Lessor



By the Lessee



Schedule B
Building Specifications

1. Description of the Building: SPR City (The Shri Ram Universal School)

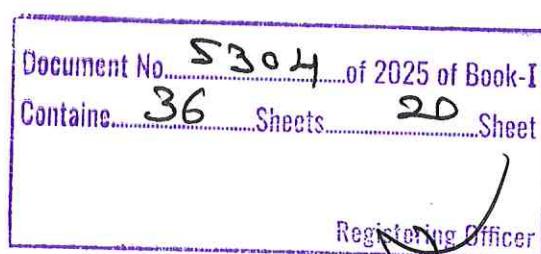
- a) Construction of the Structure: Partial basement + Ground + 3 Floors
- b) Depth of the foundation: 16m
- c) Thickness of the Walls: 200 MM
- d) Whether teakwood used: No
- e) Flooring: Multiple pavers Tiles

2. Extent of the Site (UDS Land): 96,194 Sq.ft. of the UDS Land

3. Built up area: 1,85,000 Sq.ft.

Description	School Building Description
RCC Roof	The Shri Ram Universal School with the built-up plinth area of 1,85,000 Sq.ft. of the School building in "SPR City" including the proportionate common area.

- 4. Area of garage and Construction if any: Nil
- 5. Length of Compound wall: Nil
- 6. Length of barbed wire and fence: Nil
- 7. Separate latrine or septic tank: Nil
- 8. Well, if any, with diameter and depth: Nil
- 9. Electrical installations: Phase Power Supply till distribution board



By the Lessor

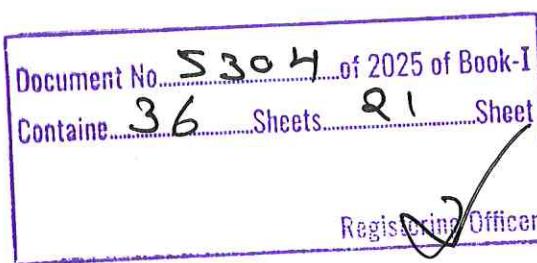


By the Lessee



Schedule C
Rental Schedule
(INR Crores)

Financial Year	Rent (excl. GST)
Last 4 days of FY 25 and FY 26	9.3
FY 27	13.5
FY 28	24.7
FY 29	25.9
FY 30	27.2
FY 31	28.6
FY 32	30.0
FY 33	31.5
FY 34	33.1
FY 35	34.7
FY 36	36.4
FY 37	38.3
FY 38	40.2
FY 39	42.2
FY 40	44.3
FY 41	46.5
FY 42	48.8
FY 43	51.3
FY 44	53.8
FY 45	56.5



By the Lessor	By the Lessee
	

IN WITNESS WHEREOF, the Parties have executed this Lease Deed as of the date first written above.

**SIGNED AND DELIVERED
BY THE WITHINNAMED "LESSOR"**
Through its Authorized Signatory



Ms. Sreeja Gangishetti

SIGNED AND DELIVERED

BY THE WITHINNAMED "LESSEE"
Through its Authorized Signatory



Mr. Akshay Ravindran

Witnesses:

1.



Mr.Jai Bharath, S/o Venkatesalu, (32 years)
No.37/1, Bazzar Street, K K Nagar, West Nesapakkam,
Chennai – 600078.
(Aadhaar No.9995 6593 8022)

2.



Ms.Sree Ganga Preethi, D/o Venkatesalu, (25)
No.6/17, Kaliyamman Koil Street, Krishnapuram,
Ambur, Vellore, Tamil Nadu – 635802.
(Aadhaar No. 9409 2618 4322)

Drafted by:



VGS Legal
Vivekmani G S,
Advocate, (MS No.1651/2014)
Office: #257, 3rd Floor, Canara Bank Building,
Angoppa Naicken Street, Parry's Corner, Chennai – 600 001;
Phone: +91 98414 58136; Email ID : vivek@vgstegal.in

Document No. 5304 of 2025 of Book-I
Contains 36 Sheets 22 Sheet

Registering Officer

By the Lessor



By the Lessee



Original

R/Purasaiyakkam/Book-1/5304/2025

CERTIFICATE UNDER SECTION 42 OF THE INDIAN STAMP ACT 1899

S.No 4231 of 2025

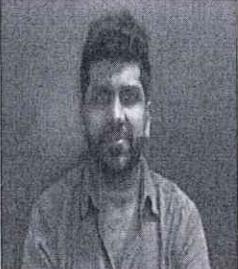
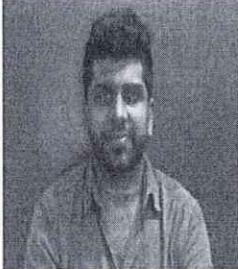
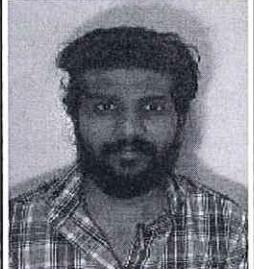
I hereby certify that a sum of ₹ 7,18,18,110/- (Rupees Seven Crore Eighteen Lakh Eighteen Thousand One Hundred and Ten only) on account of deficit stamp duty has been levied under section 41 of the Stamp Act in respect of this instrument from Mr. அக்ஷய் ரவிந்திரன் residing at No. 1, Cooks Road, SPR City, Perambur, Chennai, Tamil Nadu, Chennai, Tamil Nadu, India, 600012.

Sub Registrar: Purasaivakkam

Date: 30/09/2025

Signature of Sub Registrar and Collector under Section
41 of the Indian Stamp Act
SUB-REGISTRAR
PURASAIYAKKAM
CHENNAI-600 023

Presented in the office of the Sub Registrar of Purasaivakkam and fee of ₹ 44,410/- paid at 03:18 PM on the 30/09/2025 by

Left Thumb	 	<p>8015036744</p> <p>Document No. 5304 of 2025 of Book-I Contains 36 Sheets 23 Sheet</p> <p>Additions as per recitals of document</p> <p>Registering Officer</p>
Execution admitted by	<p>Left Thumb</p>  	<p>6302907884</p> <p>Identity of the person verified through Consent based AADHAAR Authentication using Thumb Impression with UIDAI reference No. UKC:3085105aae8a696e9564eff9b139fd706828683 (Details from UIDAI : Gangishetti Sreela, C/O Gangishetti Sreedhar, 19-11-2004, xxxxxxxx1009)</p> <p>SEAL OF THE SUB-REGISTRAR OFFICE PURASAIYAKKAM TAMIL NADU INDIA</p> 
Claim admitted by	<p>Left Thumb</p>  	<p>AKSHAY</p> <p>Identity of the person verified through Consent based AADHAAR Authentication using Thumb Impression with UIDAI reference No. : UKC:68411054fdd416f2873426a9b8196444ab155b8 (Details from UIDAI : Akshay Ravindran , 17-12-</p> 

	1995, xxxxxxxx2297)	
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30th day of September 2025

Arun Venkatesh Pon
Sub-Registrar
PURASAWALKAM
Purasaiyakkam
CHENNAI-600 023

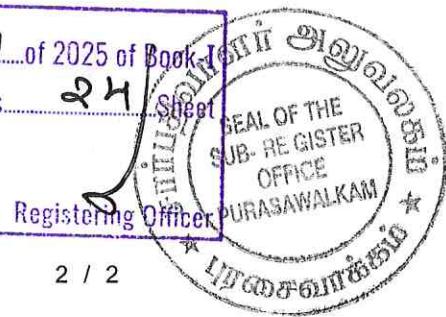
Registered as Number R/Purasaiyakkam/Book-1/5304/2025.

Date: 30/09/2025
Purasaiyakkam



Arun Venkatesh Pon
Sub-Registrar
PURASAWALKAM
Purasaiyakkam
CHENNAI-600 023

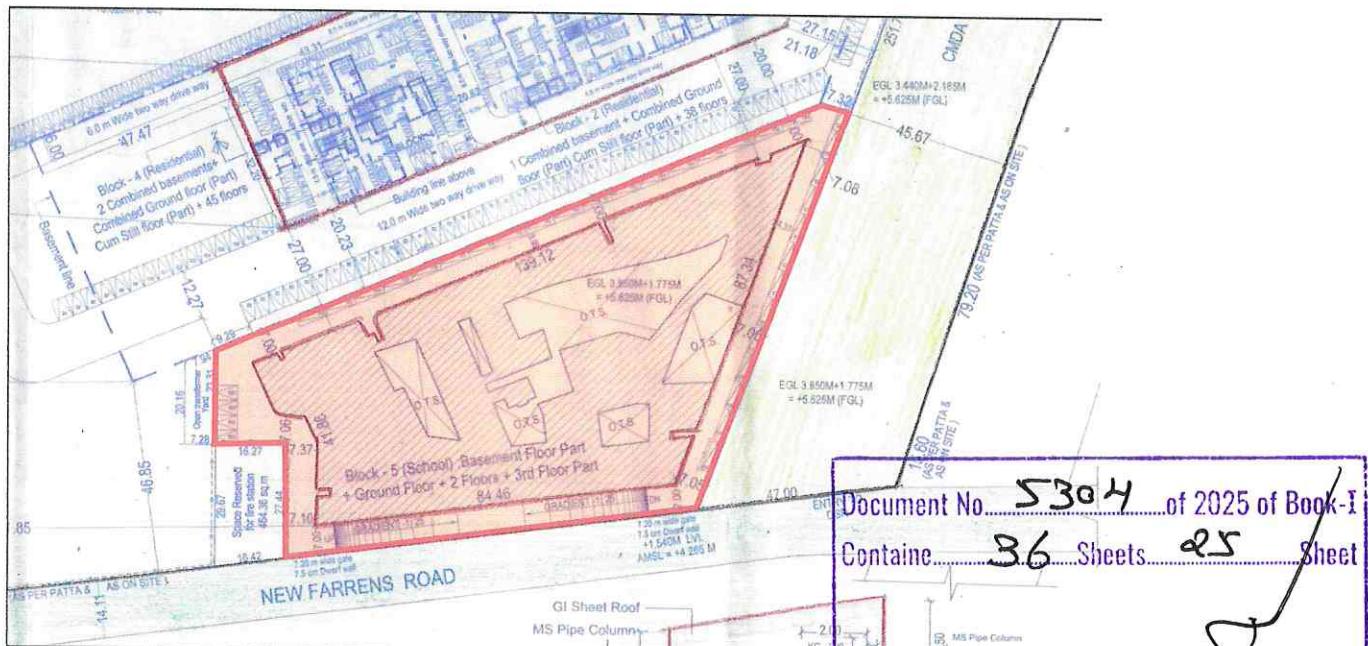
Document No. 5304 of 2025 of Book I
Contains 36 Sheets 24 Sheet
Registering Officer



Annexure 1
Sketch of Land
(Highlighted in Red)



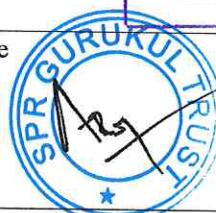
Enlarged image of the Schedule Property and Physical Footprint from the Master Plan
(Highlighted in Red)



By the Lessor



By the Lessee

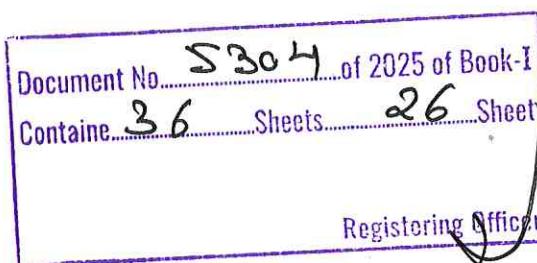


Annexure 2

Minimum Maintenance Obligations

The Lessee shall ensure maintenance of the Premises in the following manner:

- (i). An annual joint inspection at the cost of the Operating Entity will be organized in the first week of summer vacation and the team would prepare a snag list and execute it jointly;
- (ii). Every five years/during School expansion make an asset improvement plan;
- (iii). Every decade obtain a structural stability certificate;
- (iv). Tasks:
 - AMC for fire equipment & AMC for Mechanical items - elevators/aircon;
 - Swimming Pool & other sports facility Maintenance
- (v). Fixture and Fittings:
 - Water seepage/Leakages/washroom repairs/door/windows/working condition of fire-fighting equipment/vertical elevation/Staircases
- (vi). Repairs of all high side and low side MEP, IT equipment (UPS, Invertors, AC, DG, Lifts, Sprinkler system, CCTV, Electrical, Plumbing, Filtration plant and STP etc)
- (vii). Assess any improvement in student safety/ horticulture and approach road/rainwater harvesting
- (viii). Facade painting every five years/ internal painting every 3 years/ kitchen/washrooms every two years, as per requirement.
- (ix). Switches and other electricals such as lighting and other appliances
- (x). Plumbing works
- (xi). Repair & Maintenance of Skylight/ Atrium Roofing and auditorium if any
- (xii). Repair & Maintenance/ Enhancement of Equipment such as STP, building services and AMC related costs
- (xiii). Housekeeping (Internal & External)
- (xiv). Landscaping (Hardscape & Softscape)



By the Lessor



By the Lessee



Annexure 3
Permitted Use of the Premises

1. The Lessor has agreed to permit the Lessee, to allow any third parties appointed by the Lessee, to use the Premises for all ancillary purposes including but not limited to conducting activity classes, examinations, dance classes, drama and theatre, exhibitions, cultural events, medical camps, sports-meets, competitions, seminars, and film-festivals, etc.
2. The Lessee, with prior written consent from the Lessor, may appoint and engage the professional services of any third party/ies or its group companies for operation and management of School run by the Lessee in part only. The Lessee, with prior written consent from the Lessor, will be free to enter into various understandings, contracts, agreements, for fulfillment of the above objectives.

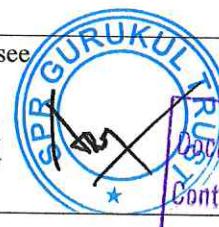
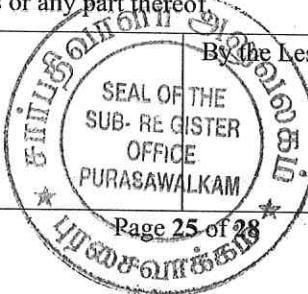
Additional instructions for uses of the Premises

1. The Premises shall be used solely for the Use of Premises and the Lessee shall not do anything or permit anything to be done at the Premises that is contrary to any of the terms of this Lease Deed, or applicable Law. The Lessee shall also not be permitted to use the Premises for any unlawful activity. It is clarified that the activities to be pursued by the Lessee in the Premises shall be in compliance with applicable Laws. The Lessee shall not change the Use of Premises. The Lessee shall not use or permit the Premises to be used for any purpose or in any manner that would increase the insurance premium payable for the Premises.
2. The Lessee shall always observe and perform all the terms and conditions, covenants, and provisions on which the Premises is given on lease and shall not do, omit or suffer anything to be done whereby the rights of the Lessor are violated, forfeited, jeopardized, extinguished or affected in any manner whatsoever.
3. The Lessee shall not keep or store, in or upon the Premises or any part thereof, any goods of hazardous, inflammable, combustible or explosive nature or any such material which might cause damage to the Premises, other than those required for the functioning of the residential Institutes in accordance with applicable Laws.
4. The Lessee shall abide by all applicable Laws for the time being in force and shall obtain and keep up to date all necessary licenses, approvals and permits necessary for the operation of the Premises for the Permitted Use, including without limitation the requisite approvals from the concerned Governmental Authorities, at its own cost and expense.
5. The Lessor shall have no obligation to, and will not be required to, procure any permits, approvals or consents that are related to the Use of Premises. On receipt of a request from the Lessee, the Lessor shall, at the Lessee's cost, provide all assistance to the Lessee and shall execute such documents as may be required by the Lessee for procuring any approvals required for the Permitted Use.
6. The Lessee shall during the Lease Term promptly perform and comply with all the terms and conditions of this Lease Deed and shall ensure that its employees, agents, contractors, invitees, executives, and officers diligently observe and comply with all the terms and conditions of this Lease Deed and comply with all directions given from time to time by the Lessor, with regard to the use of the Premises or any part thereof.

By the Lessor

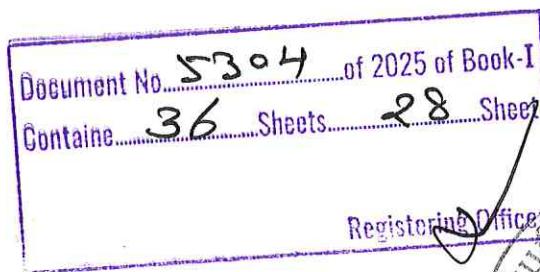


By the Lessee

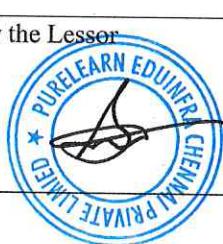


Registering Officer

7. The Lessee will use the Premises in a careful, safe, and proper manner and will not commit or permit any act that could overload the floor or structure of the Building, subject the Premises to use that could damage the structure of Building or the building systems or obstruct or interfere with any of the rights of the Lessor in any manner whatsoever.
8. The Lessee shall maintain the Premises with due care and caution and shall not do anything or permit or commit anything to be done anything to any provision made by or under any statute or Law for the time being in force, and in all cases subject to and in accordance with the terms hereof.
9. The Lessee shall use and occupy the Premises at its own risk and responsibility and the Lessor shall not be responsible or liable for any loss, damage, shortage, theft or destruction of any papers, documents, equipment, machines, articles, property or things of any kind or nature whatsoever, belonging to the Lessee or kept in the Premises.
10. The Lessee shall not create any encumbrance, mortgage, or deal with the Premises or the leasehold rights directly or indirectly in any manner whatsoever (including by way of sub-lease) unless otherwise mutually agreed by the Parties, in writing.
11. The Lessee shall not be entitled to develop any part of the Premises or put up any additional construction on the Physical Footprint and/or Building during the Lease Term without the prior written consent of the Lessor.
12. The Lessee shall, at all times during the Lease Term, appoint and install its own security personnel and systems with respect to the security of the Premises.
13. The Lessee hereby acknowledges that the Lessor has not made any representation or warranty with respect to the condition of all or any portion of the Building, and/or the suitability of the Building for the Permitted Use, and the Lessee hereby waives any implied warranty that the Premises are suitable for the Permitted Use.



By the Lessor



By the Lessee



Annexure 4
Format of Deed of Adherence

DEED OF ADHERENCE

This Deed of Adherence ("Deed") is executed on this _____ day of _____, by:

[•], a company incorporated under the Companies Act, 2013, having its registered office at [•] (hereinafter referred to as the "Transferee Lessor", which expression shall, unless repugnant to the context, include its successors and assigns).

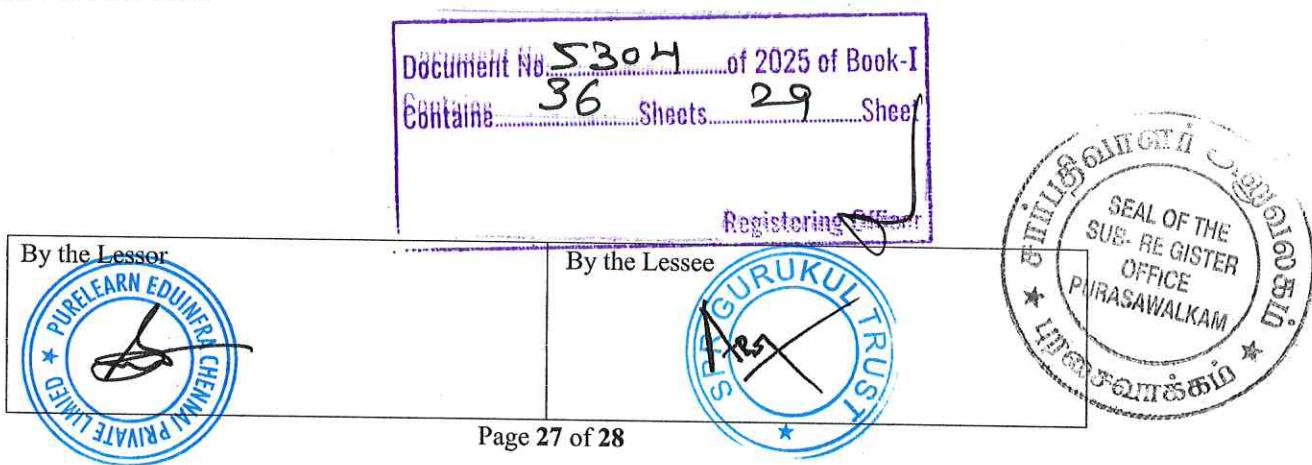
WHEREAS:

- A. Purelearn Eduinfra Chennai Private Limited ("Original Lessor") and SPR Gurukul Trust ("Lessee") entered into a Lease Deed dated [•] ("Lease Deed") in respect of the premises more particularly described in Schedule A of the Lease Deed.
- B. The Original Lessor has transferred/assigned its rights, title and interest in the Premises in favour of the Transferee Lessor.
- C. Under Clause 11.3 of the Lease Deed, the Transferee Lessor is required to execute this Deed of Adherence confirming that it shall be bound by the terms of the Lease Deed.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. The Transferee Lessor hereby confirms and undertakes to the Lessee that it shall observe, perform, comply with, and be bound by all the terms, conditions, covenants, and obligations of the Lessor as set out in the Lease Deed, as if it were originally a party thereto.
2. The Transferee Lessor agrees to be deemed the Lessor for all purposes of the Lease Deed with effect from the date of execution of this Deed.
3. All references to the Lessor in the Lease Deed shall be deemed to include the Transferee Lessor.
4. This Deed shall be governed by the laws of India, and the courts at Chennai shall have exclusive jurisdiction.

IN WITNESS WHEREOF, the Transferee Lessor has executed this Deed of Adherence as of the date first written above.



For and on behalf of the Transferee Lessor

(Signature, Name & Designation)

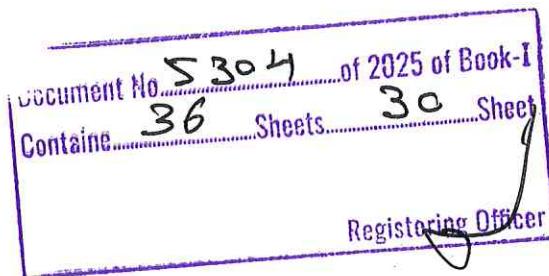
Accepted and Agreed by the Lessee

(Signature, Name & Designation)

Witnesses:

1. _____

2. _____



By the Lessor



By the Lessee



PURELEARN EDUINFRA CHENNAI PRIVATE LIMITED

CIN: U68100TS2024PTC184286 | Email Id: Krishna@cerestra.in | Contact No: +91 6302162484

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF PURELEARN EDUINFRA CHENNAI PRIVATE LIMITED HELD ON WEDNESDAY, 24TH SEPTEMBER 2025 COMMENCED AT 02.00 PM AT SY.NO.403/1(OLD), 120 (NEW), 4TH FLOOR, NIHARIKA JUBILEE ONE, ROAD NO.1, JUBILEE HILLS HYDERABAD - 500033.

AUTHORIZATION TO MS. SREEJA GANGISHETTI TO ENTER INTO AND REGISTER LEASE DEED.

“RESOLVED THAT pursuant to the provisions of the Companies Act, 2013 and other applicable laws, the consent of the Board of Directors be and is hereby accorded to authorize Ms. Sreeja Gangishetti, as the Authorized Signatory of the Company, to negotiate, finalize, and enter into and register the lease deed with SPR Gurukul Trust, on behalf of the Company.

RESOLVED FURTHER THAT Ms. Sreeja Gangishetti be and is hereby authorized to do all such acts and things as may be necessary or incidental to give effect to this resolution, including making modifications, providing declarations, executing and registering documents and representing the Company before any authorities in this regard.

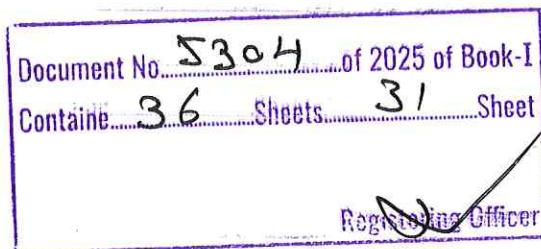
RESOLVED FURTHER THAT a certified true copy of this resolution be provided to all concerned authorities as and when required, under the signature of any Director of the Company.”

//CERTIFIED TRUE COPY//

FOR PURELEARN EDUINFRA CHENNAI PRIVATE LIMITED



ADHIRAJ LANKA TIBREWAL
DIRECTOR
DIN: 07665245



Reg. Address: Sy.No.403/1(Old), 120 (New), 4th Floor, Niharika Jubilee One, Road No.1,
Jubilee Hills Hyderabad, Telangana 500033

SPR GURUKUL TRUST

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE GOVERNING BODY OF SPR GURUKUL TRUST (Trust) HELD ON 23/09/2025 AT REGISTERED OFFICE AT 10:30 AM.

"RESOLVED THAT, the consent of the Board of Trustees be and is hereby accorded to authorize Mr. Akshay Ravindran, as the Authorized Signatory of the Trust, to negotiate, finalize, and enter into and register the lease deed with Purelearn Eduinfra Chennai Private Limited, on behalf of the Trust.

"RESOLVED THAT, Mr. Akshay Ravindran, be and is hereby authorized to do all such acts and things as may be necessary or incidental to give effect to this resolution, including making modifications, providing declarations, executing and registering documents and representing the Trust before any authorities in this regard.

"CERTIFIED TRUE COPY"

For SPR GURUKUL TRUST

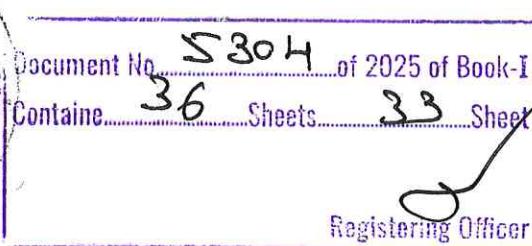


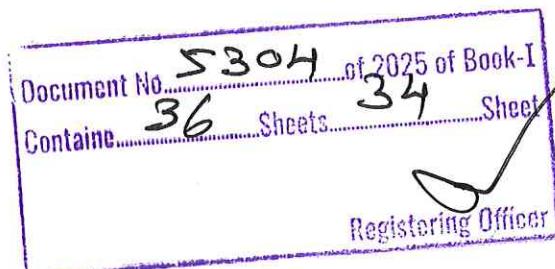
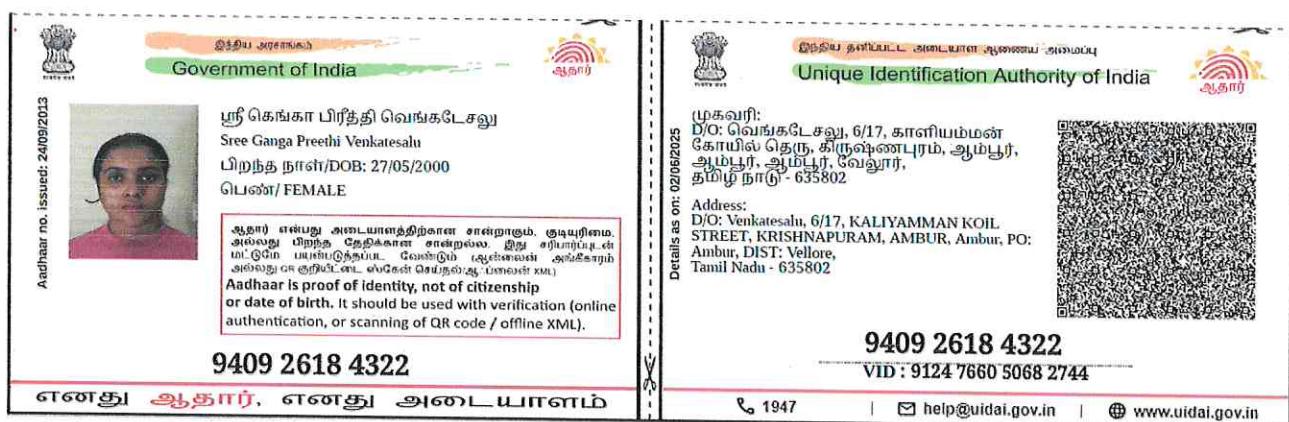
Ms. Kirti Sharma
Chairperson

Document No.	5304	of 2025 of Book-I
Contains	36	Sheets
32	Sheets	
Registering Officer		

No 1, SPR City, Cooks Road, Perambur, Chennai 600012, Tamil Nadu India







CALCULATION

Lease Tenure : 20 years

Rent Payable during the lease period (as per Schedule C) : INR 7,16,80,00,000

Security Deposit : NIL

Property Tax (INR 6,88,040 x 20 years) : INR 1,37,60,800

Total Lease Amount : INR 7,18,17,60,800

Stamp Duty 1% on lease amount : INR 7,18,17,610

Registration Fee : INR 40,000

Computer Fee (upto 50 pages) : INR 4,200

Duplicate Copy Fee : INR 100

Stamp Duty for Duplicate Copy : INR 500

CD Fee : INR 100

Document Writer Welfare Fund : INR 10



Document No.	5304	of 2025 of Book-I
Contain...	36	Sheets. 35 Sheet
Registering Officer		





GPS Map Camera

Chennai, Tamil Nadu, India



Old Vazhaima Nagar, Pattalam, Chennai, Tamil Nadu 600012, India

Lat 13.099648, Long 80.253688

09/30/2025 09:07 AM GMT+05:30

Note : Captured by GPS Map Camera



Document No.	5304	of 2025 of Book-1
Contains	36	Sheets
36 Sheet		
Registering Officer		

