

ANNEXURE – XVIII

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తెలంగాణ తెలంగాణ TELANGANA

SI No. 232... Date 25/01/2023... Rs. 100...

Sold To M. Venkata Prabhakara Soma Yajulu

S/O B/W/O M. Bhaskara Rao R/o M.M. Dist

For Whom Mahindra Educational Institutions

Syed Iftekhar AT 071655

SYED IFTEKHAR
LICENCED STAMP VENDOR
Licence No 16-09-02/2021
Flat No 207, Subedar Hashmi Complex
Thokatta Vill., Bowenpally, Secunderabad-11
Cell No 99885 43786

LEASE DEED

This Lease Deed is made and executed at R.O., Medchal, on this 18th day of January, 2023.

BY AND BETWEEN

TECH MAHINDRA LTD., (PAN: AAACM3484F), formerly known as SATYAM COMPUTER SERVICES LTD., a company within the meaning of Section 2 of the Companies Act, 2013 and having its Registered Office at Gateway Building, Apollo Bunder, Mumbai 400001 represented by Mr.KVR Subrahmanyam S/o. Late K. Harinadha Rao aged 57 years Occupation: Service, O/o. Madhapur Hyderabad. Adhaar No.2352 7246 0540 duly authorized by resolution passed by the Board of Directors in their meeting held on 25th July 2022 (hereinafter called the "Lessor" which expression shall unless repugnant to the context or meaning thereof deemed to mean and include its successors and assigns) of the ONE PART

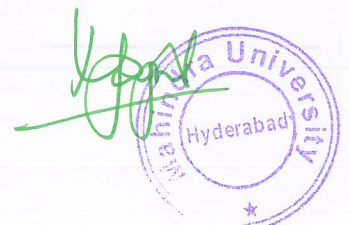
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1	LE		 REP BY AS MEDURYA [1504-1-2023-704]	PRABHAKARA SOMA YAJULU S/O. MEDURY BHASKARA RAO BAHADURPALLY., M.M.DIST
2	LR		 REP BY KVR SUBRAH [1504-1-2023-704]	REP BY KVR SUBRAHMANYAM S/O. LATE K.HARINADHA RAO MADHAPUR., HYD.

Identified by Witness:

SI No	Thumb Impression	Photo	Name & Address	Signature
1		 A SIVAJI: 18/01/202 [1504-1-2023-704]	A SIVAJI AADHAAR	
2		 V V RAGHAVA RAJU: [1504-1-2023-704]	V V RAGHAVA RAJU AADHAAR	

18th day of January, 2023

Signature of Sub Registrar
Medchal (R.O)

E-KYC Details as received from UIDAI:

SI No	Aadhaar Details	Address:	Photo
1	Aadhaar No: XXXXXXXX0540 Name: Kuna Venkata Rama Subrahmanyam	S/O Harinadha Rao, Ameerpet, Hyderabad, Telangana, 500038	
2	Aadhaar No: XXXXXXXX7388 Name: Medury Venkata Prabhakara Soma Yajulu	S/O Medury Bhaskara Rao, Sikanderpur Ghosi(68), Gurgaon, Haryana, 122002	

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AND

MAHINDRA EDUCATIONAL INSTITUTIONS, (PAN:AAICM5632K) a company incorporated and registered under Section 25 of the Companies Act, 1956 and having its Registered Office at **Bahadurpally Village, Dundigal Mandal, Medchal-Malkajgiri District, Telangana** represented by Its Authorised Signatory Sri Medury Venkata Prabhakara soma Yajulu s/o. Sri Medury Bhaskara Rao aged about 63Years occupation Service O/o.Mahindra Ecole Centrale, Bhadurpally campus Hyderabad. Aadhaar No. 3965 1911 7388 as per the Director - MEC duly authorized as per the resolutions of its Board of directors dated 30th September 2022(hereinafter called the “**Lessee**” which expression shall unless repugnant to the context or meaning thereof, deemed to mean and include its representatives, administrators, successors in interest, assigns, nominees) of the **SECOND PART**

The LESSOR and the LESSEE are hereinafter collectively referred to as the “Parties” and individually as the ‘Party’.

PREAMBLE

WHEREAS, the Lessor is the absolute owner and in actual physical possession of the land falling within the revenue village of Bahadurpally Village, Jeedimetla, Hyderabad – 500 043, Telangana State bearing:

S.No	Document No	Survey No	AC	Guntas	Sq. yards	Remarks
1	2331/1992	62/1A	2	36	14036	
2	705/1993	62/1A	3	00	14520	
3	755/1993	62/1A	3	00	14520	
4	10444/2004	62/1A	3	08	15488	
5	7787/1992	62/1A	3	36	18876	Ac.3.36Gts out of Ac 4.18 Gts or 18876 Sq.yards
	Total		16	00	77440	

Along with the building with the built-up structure of 1,55,000 sq. feet constructed on the aforesaid land (hereinafter referred to as the “Scheduled Property” more particularly described in Schedule A hereunder).

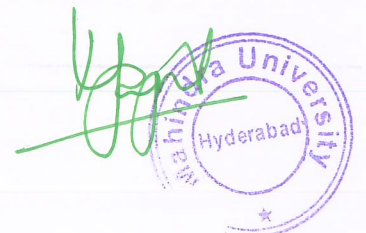
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Transfer Duty	NA	0	0	0	0	0	0	0
Reg. Fee	NA	0	55230	0	0	0	0	55230
User Charges	NA	0	2000	0	0	0	0	2000
Mutation Fee	NA	0	0	0	0	0	0	0
Total	100	0	4199030	0	0	0	0	4199130

Rs. 4141800/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 55230/- towards Registration Fees on the chargeable value of Rs. /- was paid by the party through E-Challan/BC/Pay Order No. 749GH3170123,973DMA030123 dated ,17-JAN-23,03-JAN-23 of ,IDIB/SBIN/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 1050/-, DATE: 17-JAN-23, BANK NAME: IDIB, BRANCH NAME: , BANK REFERENCE NO: 2668215262830,PAYMENT MODE:NB-1001138,ATRN:2668215262830,REMITTER NAME: MAHINDRA EDUCATIONAL INSTITUTIONS,EXECUTANT NAME: TECH MAHINDRA LTD,CLAIMANT NAME: MAHINDRA EDUCATIONAL INSTITUTIONS) .(2). AMOUNT PAID: Rs. 4198080/-, DATE: 03-JAN-23, BANK NAME: SBIN, BRANCH NAME: , BANK REFERENCE NO: 0993408763313,PAYMENT MODE:NEFT/RTGS-1001138,ATRN:0993408763313,REMITTER NAME: MAHINDRA EDUCATIONAL INSTITUTIONS,EXECUTANT NAME: TECH MAHINDRA LTD,CLAIMANT NAME: MAHINDRA EDUCATIONAL INSTITUTIONS) .

Date:
18th day of January,2023

[Signature]
Signature of Registering Officer
Medchal (R.O)

Certificate of Registration

Registered as document no. 698 of 2023 of Book-1 and assigned the identification number 1 - 1804 / 698 - 2023 for Scanning on 18-JAN-23 .

[Signature]
Registering Officer
Medchal (R.O)
(A.Shravan Kumar)

NOTE:- one copy has been registered along with original

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AND WHEREAS the Lessor obtained land use conversion from agriculture to non-agriculture vide File No.L/4520/2010 dated 04-01-2011, issued by Spl.Gr.Dy.Collector & Revenue Divisional Officer, Ranga Reddy East Division. Also obtained Construction permission for Construction vide Letter No.8979/P4/Plg/HUDA/2005.dated 17-07-2006, issued by Hyderabad Urban Development Authority and constructed a Building consisting of Ground + 2 Upper floors with a total built up area of 1,55,000 Sq.feet

AND WHEREAS, the Lessee approached Lessor to lease the land admeasuring Ac.16Acres or 77440 Sq.yds and building with built up structure in the said piece of land measuring 1,55,000 Sq.feet (as described in the Reference provisions)for the purpose of setting up a Technical Institution (hereinafter the "Project") in Bahadurpally Village, Jeedimetla, Hyderabad – 500 043, Telengana State for the period of 29 years 10 Months.

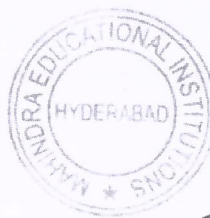
AND WHEREAS, the Lessor has agreed to the said proposal of the Lessee and agreed to grant a lease of the Scheduled Property consisting of 16.00Acres or 77440Sq.yds along with the Building thereon admeasuring 1,55,000 Sq.feet for adjacent to the existing leased land for a period of 29 years 10 Months.

Based on the above mentioned representations, the Parties are entering into this Lease Deed on terms and conditions contained herein.

NOW THEREFORE THIS LEASE DEED WITNESSETH AS UNDER: -

1. LEASE

- 1.1. The Lessor hereby agree to lease unto the Lessee the Scheduled Property and have delivered possession of the same exclusively and peacefully along with all appurtenant rights, except ownership and to apply and obtain requisite approvals, permissions and sanction, to pay fee, get refund and perform any act to run and establish the Project on the said Land, and manage the same including all activities required thereto, subject to the terms and conditions hereinafter set out.
- 1.2. The Lessee for the purpose of the Project approvals shall have and hold absolute possession along with an unrestricted right to enter/access upon the Scheduled Property, take measurements, raise fencing, etc. and conduct any other activity required for submission of application for grant of approvals for the Project.
- 1.3. It is agreed that the Lessee shall obtain all necessary permissions and approvals as may be required to develop the Project.



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- 1.4. The Lessor shall have the current land use changed from multipurpose land to setting up of a Technical Institution, on the Scheduled Property.
- 1.5. The Lessee shall use this Scheduled Property only for hostel blocks and education Buildings.
- 1.6. At the end of lease period, the Lessee shall handover the Scheduled Property in vacant position.

2. TERM

- 2.1 The period of lease shall be for the initial term of 29 years 10 months (twenty-nine years and ten months) commencing from the date of execution of this Lease Deed ("Term") and both parties have right to renew the lease for further specific term based on mutually agreed terms and conditions by executing a fresh lease deed. In the event the Lessee intends to renew the lease after the expiry of the Term, it shall intimate the same in writing to Lessor, not less than 3 months prior to the expiry of the Term and the renewal should be made by entering into a fresh lease deed.

3 RENT

- 3.1. The Lessee shall during the Term of this Lease Deed pay a sum of Rs. 19,50,000/- (Rupees Nineteen Lakhs fifty thousand only) (consisting of Rs. 25,000/- per acre for land and Rs. 10/- per sq. feet for the building structure of 155,000 sq. feet, of the Scheduled Property), per month as lease rent.
- 3.2. The Lessee shall pay the rent reserved in clause 3.1 above to the Lessor quarterly in advance for each quarter beginning on the commencement of this Lease Deed, which shall be the date of execution this Lease Deed.
- 3.3. The Lessee shall pay the first of such rent to the Lessor on a pro-rata basis, on the date of execution of this Lease Deed and thereafter on or before the end of the first month of each quarter.
- 3.4. The Lessee shall make payment of rent and other monies due under this Deed by demand draft or account payee cheques or EFT, payable at Hyderabad and drawn in the name of the Lessor without any deductions (except for Tax Deduction at Source as per Income Tax Act, 1961).
- 3.5. If the lease rent or any other sum due under this Lease Deed is not paid on the due date, the Lessee shall pay interest at the rate of 12% per annum from the due date till the date of payment.

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4. LESSEE'S OBLIGATION

- 4.1 The Lessee agrees with the Lessor that it shall use the Scheduled Property only for the purpose for which it has been agreed to be leased and no offensive or legally prohibited activities would be carried out thereon.
- 4.2 The Lessee shall comply with all applicable statutory rules, regulations and by-laws.
- 4.3 The Lessee agrees that it shall not do or suffer to be done anything in or to the Scheduled Property, which may be against applicable statutory rules and regulations.
- 4.4 The Lessee agrees to observe the terms and conditions laid out in various approvals and sanctions for the Project from time to time, by various statutory authorities, Central and State Government and/or local government bodies.
- 4.5 The Lessee agrees to perform and observe all the terms and conditions under this Lease Deed and comply with the obligations which the Lessee may be liable to perform or observe during the Term.
- 4.6 The Lessee shall keep the Scheduled Property clean, tidy and free from rubbish and to clean, repair and paint or treat or generally redecorate.
- 4.7 The Lessee shall use the Scheduled Property for carrying out the agreed purpose only and strictly in accordance with the applicable laws and rules.
- 4.8 The Lessee may sublet or underlet the Scheduled Property or part thereof to its subsidiaries, affiliates and group companies or to any other third party subject to the prior written approval from the Lessor. Such prior approval of the Lessor may be issued by IBG Head, Corporate Services Department of the Lessor.
- 4.9 The Lessee shall be responsible for safety and security of the Scheduled Property (including electrical installations/switches, etc.). The Lessee shall be exclusively responsible for the safety and security of the students on the Scheduled Premises, for hazard identification and remediation to eliminate safety and security risks. In the event of happening of any accident/incident in the Scheduled Property, connected with safety/security then the Lessee shall be responsible to settle the claims, if any raised or to be raised by any such affected party. The above stipulation shall also apply to casual guests, visitors, contractors and other employees visiting the Scheduled Property.

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5. LESSOR's OBLIGATION

- 5.1 It is agreed by the Lessor that it shall provide any title documents, revenue documents confirming its ownership in the Scheduled Property to the Lessee as and when required by the Lessee for obtaining sanctions, approvals, etc. for the Project.
- 5.2 The Lessor agrees that it is legally entitled to execute this Lease Deed and is legally entitled and competent to lease the Scheduled Property in favor of the Lessee for the purpose of development of the Project and no impediment, either statutory or otherwise, exists contrary to such entitlement/competence.
- 5.3 The Lessor agrees that the Scheduled Property is freehold land and is not subject to any encumbrance, charge, attachment or any statutory disability likely to adversely affect the peaceful enjoyment of the Scheduled Property by the Lessee.
- 5.4 It is agreed by the Lessor that the Scheduled Property is not the subject matter of any similar agreement with any other person nor is there any litigation pending, threatened and no notice for acquisition or requisition having been received by the Lessor.
- 5.5 The Lessor has no restraining orders to carry on the business of running the Technical Institution upon the Scheduled Property.

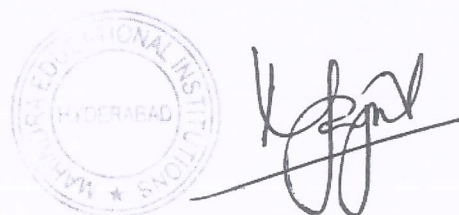
6. AUTHORITY TO MANAGE

- 6.1 The Lessor shall execute a General Power of Attorney or any other document in favor of Lessee as and when required by the Lessee, for obtaining various consents, permissions and approvals, etc. in relation to the development, operation and maintenance of the Project during the subsistence of the Lease.

7. LESSEE's RIGHTS

- 7.1 The Lessee paying the rent and other charges in respect of the Scheduled Property and performing and observing the covenants, conditions and stipulations on its part herein to be observed shall peacefully and quietly hold, possess and enjoy the Scheduled Property and every part thereof during the Term hereby created without any lawful interruption, disturbance, claim or demand whatsoever from or by the Lessor or any other person claiming on behalf of the Lessor whomsoever.
- 7.2 The Scheduled Property, the services, open spaces, common areas and amenities and the specialized and distinctive services provided in the Project shall be controlled, maintained and managed by the Lessee.

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7.3 If the Lessor fails to observe any law, direction, order, notice or requirements of any government or public body or authority in respect of the Scheduled Property, the Lessee may in the Lessee's sole discretion perform the same after written intimation thereof to the Lessor and all expenses and costs incurred thereby shall be recoverable from the Lessor by the Lessee. The Lessee shall be all original receipts of such payments to the Lessor.

The Lessor shall, during the Term or during any renewal term, not have any right whatsoever to sell/transfer/ alienate any of its rights or interests in the schedule property to any third party.

8 LESSOR's RIGHTS

8.1 The lessor or its authorized representative shall have the right to inspect the scheduled property with a prior written notice of 24 hours to the lessee

9. TAXES, LEVIES AND COMPENSATION

9.1 The lessor shall pay the property Tax and land revenue as may be assessed from time to time on the scheduled property.

9.2 It is agreed by the Lessor that if it fails to pay and discharge all rates, taxes, assessment, charges, claims, demands, outgoings and all other charges including sales tax, impositions or observe any law, direction, order, notice or requirements of any Government or public body or authority till the date of execution of this Lease Deed, the Lessee may in its sole discretion perform the same after written intimation to the Lessor and all expenses and costs incurred thereby shall be recoverable by the Lessee from the Lessor. The Lessee shall handover all original receipts of such payments to the Lessor.

9.3 The Lessor shall submit to the Lessee the TDS (Tax Deducted at Source) certificates evidencing the Income Tax deducted and deposited by it.

9.4 The Lessee undertakes to pay any sales tax / value added tax / lease tax, if any, applicable to any business or other activities or in any other way related to the Scheduled Property.

9.5 It is hereby unequivocally agreed by the Parties that if anytime hereinafter the Scheduled Property gets acquired by the Government or any other agency under the provisions of any Act / Law including Acquisition Act, then the Lessor shall alone be entitled to receive the entire compensation and the Lessee shall not have any claim or objection in this regard.

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10 INSURANCE

The Lessee covenants with the Lessor

- 10.1 To ensure the hostel facilities on the Scheduled Property
- i. With an insurance office or underwriters of repute.
 - ii. Against loss or damage by means of fire, lightning, earthquake, explosion, aircraft (other than hostile aircraft) and other aerial devices or articles dropped there from, riot, civil commotion, malicious damage, storm or tempest, bursting or overflowing of water tanks apparatus or pipes, flood an impact by road vehicles (to the extent that insurance against risks or insurance as may from time to time be reasonably required by the Lessor (Subject in all cases to such usual exclusions and limitations as may be imposed by the insurers) (hereinafter referred to as "Insured Risks");
 - iii. subject to such excesses as may be imposed by the insurers;
- 11.1. "This Lease Deed shall be for the period noted in para 2.1 of this deed and the lessor shall have no right to terminate the lease Deed for any reason whatsoever during the Term. It is clarified that the Lease deed shall expire only if the lessee chooses to not renew the lease for a further term.
- 11.1.1 To insure against loss of Lease Rent thereon payable under this Lease Deed arising from damages to the Scheduled Property for the Insured Risks for three years or such longer period as the Lessor may reasonably require having regard to the likely period for reinstating the Demised Premises;
- 11.1.2 To use reasonable endeavors to procure that the insurer waives its rights of subrogation against the Lessor;
- 11.1.3 At the request of Lessor (but not more frequently than once in twelve months) to produce summary details of the terms of the insurance under this Clause 11.1.1:
- 11.2. Not to do anything in the Scheduled Property which would or might prejudice or invalidate the insurance of the Scheduled Property or cause any premium for insurance to be increased.
- 11.2.1 To comply with the requirements and reasonable recommendations of the insurers.
- 11.2.2 To nominate the Lessor as the co-beneficiary for all such insurance coverage pertaining to the Scheduled Property and fitting & fixtures provided therein.

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12. TERMINATION

- 12.1 Lessee may terminate this Lease Deed in the event of any breach of its term by the Lessor by giving 6 months' notice in writing and the Lessor fails to rectify such breach with such notice period.
- 12.2 In the event of non-payment of lease rent and other charges by the Lessee for a period of 6 (six) consecutive months, the Lessor may terminate the Lease Deed by giving 6 months' notice in writing to the Lessee of such default and upon the Lessee failing to make good the default within such notice period.

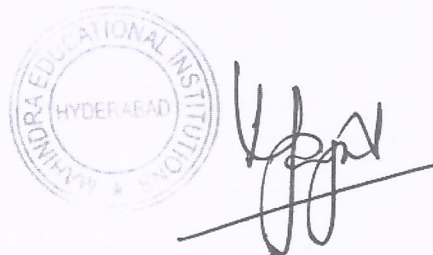
13. ARBITRATION

- 13.1 All disputes and differences whatsoever which shall at any time hereafter (whether during the continuance of these presents or upon or after its discharge or determination) arise between the parties hereto in respect of, concerning, touching or arising out of these presents shall be referred to a sole Arbitrator appointed in mutual agreement between the parties and an award being pronounced by such Arbitrator shall be final and binding between the parties.
- 13.2 The arbitration shall be conducted in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The Arbitration shall be held at Hyderabad and shall be subject to the exclusive jurisdiction of the Courts at Medchal -Malkajgiri District Courts. The language of arbitration shall be English.

14. INDEMNITY

- 14.1 The Lessee under all circumstances fully and effectually and effectively indemnifies and keep indemnified the Lessor, its officers, directors, employees, agents and representatives against any claims, losses, injuries, liabilities, costs, expenses, damages, actions or proceedings whatsoever which may be made or taken against the Lessor by any person or which may be suffered by the Lessor arising out of any willful action or non-action, accident or otherwise, or by any reason of the Lessee's operations and use of the Scheduled Property.
- 14.2 The Lessor hereby indemnifies and keep indemnified the Lessee against any and all claims, losses, injuries, liabilities, costs, expenses, damages, actions or proceedings whatsoever which may be made or taken against the Lessee arising out of any defect in the title to the Scheduled Property.

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15. NOTICES

All notices, to be served on either of the parties as contemplated by these presents shall be deemed to have been duly served if sent to the party, by Registered Post A.D./ Under Certificate of Posting/ Facsimile/ hand delivery at the respective addresses specified herein below or such other address as may be designated in writing from time to time.

FOR THE LESSOR

Tech Mahindra Limited
Infocity, Unit No.12, Plot No. 35&36
HITEC City Layout, Survey No.64
Madhapur, Hyderabad 500 081

Attention: Mr. K.V.R.Subrahmanyam Head - Commercial & Infra services

FOR THE LESSEE

Mahindra Educational Institutions(MU)
Survey No: 62/1A, Bahadurpally Jeedimetla,
Hyderabad - 500043 –Telangana State, INDIA

Attention: Mr.Medury Venkata Prabhaka somaYajulu, Director-MEC

16. GOVERNING LAW

This Lease Deed shall in all respects be governed by the Laws of India.

17. FORCE MAJEURE

17.1 Neither party shall be liable to the other for failure or delay to comply with the provisions of the Lease Agreement, if the same is due to reasons of Force Majeure beyond the control of the parties, and such performance shall be excused to the extent it is prevented by reason of the foregoing.

17.2 For purposes of this Article, Force Majeure shall mean one or more of the following acts or events:



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Natural disasters such as fire, flood, damage by the elements, perils of the sea or air accident, act of God, strike, lock-out or other labor disorder, act of foreign or domestic de jure or de facto Government, whether by law, order, legislation, decree rule, regulation or otherwise, revolution, civil disturbance, breach of the peace, declared or undeclared war, act of interference or action by civil or military authorities or due to any other cause beyond the parties' control.

Such other extra-ordinary circumstances affecting the rights and obligations of the parties under this Deed as mutually discussed and agreed upon.

18. STAMP DUTY AND REGISTRATION OF DEED

All costs, charges, expenses including the stamp duty payable on or in respect of execution and registration of this Deed and on all other instruments and deeds to be executed pursuant to this Deed, shall be borne and paid solely by the Lessee who shall be responsible for compliance of the provisions of applicable stamp laws.

19 SIGNAGE RIGHTS

The Lessee shall have the right to install its signage, without additional payment of rent to the Lessor, on the Scheduled Property as per location and design approved by the Lessor, which the Lessor shall not unreasonably withhold or delay. Any statutory payment to be made to the relevant authorities in respect of the signage will be borne by the Lessee.

20 CONFIDENTIALITY

This Lease Deed, their existence and all information exchanged between the Parties under this Lease Deed or during the negotiations preceding this Lease Deed, as the case may be, are confidential to them and shall not be disclosed to any third party by the Lessee.

21 INDEPENDENT RIGHTS

Each of the rights of the Parties hereto under this Lease Deed are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such right shall not prejudice or constitute a waiver of any other right of the Party, whether under this Lease Deed or otherwise.



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22 VARIATION OR AMENDMENT

No variation or amendment of this Lease Deed shall be binding on any Party unless such variation or amendment is in writing and signed by each Party.

23 WAIVER

No waiver of any breach of any provision of this Lease Deed shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof, and no waiver shall be effective unless it is made in writing and is signed by an authorized representative of the waiving Party.

24 SEVERABILITY

If any provision of this Lease Deed is invalid, unenforceable or prohibited by applicable laws, this Lease Deed shall be considered divisible as to such provision and such provision shall be inoperative and the remainder of this Lease Deed shall be valid, binding and of like effect as if such provision was not included herein.

25 FURTHER ACTS

Each Party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Lease Deed and each of the transactions contemplated under this Lease Deed.

26 AUTHORIZATION

The persons signing this Lease Deed on behalf of the respective Parties represent and covenant that they have the authority to sign and execute this document on behalf of the Parties for whom they are signing.

27 ENTIRE AGREEMENT

This Lease Deed constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any prior agreements or understandings relating to such subject matter.

This document is executed in Duplicate the original will be kept with the lessor and the duplicate will be kept with the lessee.

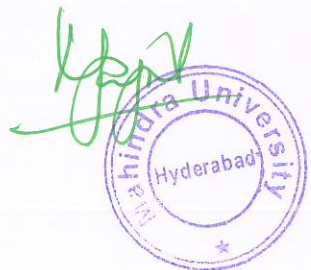
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CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF TECH MAHINDRA LIMITED IN ITS MEETING HELD ON 25TH JULY, 2022, AT CAPITOL ROOM (BOARD ROOM), 2ND FLOOR, GATEWAY BUILDING, APOLLO BUNDER, MUMBAI - 400 001

TO CONSIDER AND APPROVE LEASE OF LAND TO MAHINDRA EDUCATIONAL INSTITUTIONS

RESOLVED THAT in supersession of the resolution passed on July 29, 2021 and pursuant to the provisions of Section 180 and other applicable provisions if any of the Companies Act, 2013, the consent of the Board of Directors be and is hereby accorded to grant on lease 16.00 acres land at Bahadurapally Village, Jeedimetla, Hyderabad - 500 043, Telangana to Mahindra Educational Institutions for a period of 29 years 10 months at a monthly rent to be determined based on market rates and valuations.

RESOLVED FURTHER THAT Learning Center Blocks of 1.40 Lac SFT and Utility Block of 15000 SFT located in this 16 Acre land shall also be leased at the rental to be worked out based on depreciated value of these buildings and the prevailing market rate.

RESOLVED FURTHER THAT Mr. C. P. Gurnani, Managing Director & CEO or Mr. Rohit Anand, Chief Financial Officer be and are hereby severally authorized to make necessary amendments in the lease deed, finalize lease rental, and do all such things as may be necessary while finalizing and registering the lease deed.

RESOLVED FURTHER THAT Mr. C. P. Gurnani, Managing Director & CEO, Mr. Rohit Anand, Chief Financial Officer and Mr. KVR Subrahmanyam, Head - Commercial & Infra Services be and are hereby severally authorised to determine the boundaries, sign and execute all necessary documents for leasing of the said land.

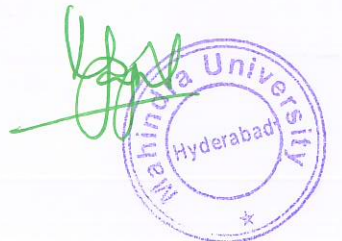
RESOLVED FURTHER THAT for this purpose, if any document is required to be executed under the Common Seal of the Company, the same be affixed in the presence of any Director of the Company and Mr. Rohit Anand, Chief Financial Officer or Mr. Anil Khatri, Company Secretary in conformity with the provisions of the Articles of Association of the Company.



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RESOLVED FURTHER THAT if necessary, the Company's Common Seal be taken out of the Registered Office of the Company, beyond the city limits, for execution of the aforesaid documents.

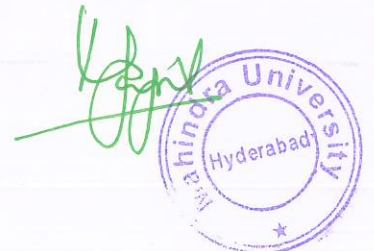
For Tech Mahindra Limited

Anil Khatri
Anil Khatri
Company Secretary



Membership No.: F9360
Office Address: Sharda Centre,
Off Karve Road, Pune - 411 004,
Maharashtra, India.

Date: 10th August, 2022
Place: Pune



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CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF MAHINDRA EDUCATIONAL INSTITUTIONS AT ITS MEETING HELD ON 30TH SEPTEMBER, 2022 THROUGH MICROSOFT TEAMS FACILITY

RESOLVED THAT consent of the Board be accorded to take on lease 16 acres of land on lease from Tech Mahindra Limited located at Bahadurpally Village, Jeedimetla, Hyderabad, 500 043, Telangana, for a period of 29 years and 10 months at a monthly rent to be determined based on market rates and valuation.

RESOLVED FURTHER THAT buildings admeasuring 1,40,000 sq. ft. consisting 4 learning blocks and 15,000 sq. ft. of utility block be taken on lease from Tech Mahindra Limited, located at Bahadurpally Village, Jeedimetla, Hyderabad, 500 043 in the above stated 16 acres land on rent to be worked out based on depreciated value of the buildings and the prevailing market rate.

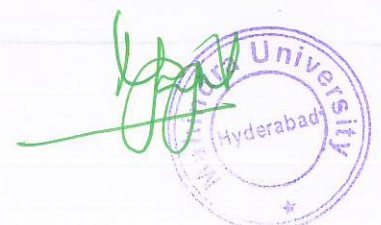
RESOLVED FURTHER THAT any two of the following, viz.

Mr. Vineet Nayyar - Director
Mr. C. P. Gurnani - Director
Mr. Milind Kulkarni - Director
Mr. Shivanand Raja - Director
Dr. Yajulu Medury - Director-MEC
Mr. Venkata Kumar Raju Vadapalli - Authorised Representative
Mr. Venkata Rama Subrahmanyam Kuna - Authorised Representative

are hereby jointly authorized to sign and execute the lease deed and all necessary documents on behalf of MEI as may be required and to do all such other acts, deeds and things as may be necessary, expedient or incidental to give effect to the aforesaid resolution.

RESOLVED FURTHER THAT the common seal of the Company if required to be affixed on any documents same may be affixed in the presence of any Director of the Company and Dr. Yajulu Medury.

RESOLVED FURTHER THAT if necessary, the Company's Common Seal be taken out of the Registered Office of the Company, beyond the city limits, for execution of the aforesaid documents.



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RESOLVED FURTHER THAT any Director or Dr. Yajulu Medury or Mr. Anil Khatri or Mr. Venkata Kumar Raju Vadapalli is hereby severally authorised to furnish a certified copy of the resolution and to register the necessary agreements to give effect to this resolution.

For Mahindra Educational Institutions


Anil Khatri
Authorised Signatory



Office Address: Sharda Centre, Oil Karve Road,
Pune - 411 004, Maharashtra

Date: 20th October, 2022

Place: Pune


A circular stamp with the text "Mahindra University" around the perimeter and "Hyderabad" in the center, with a small star at the bottom.

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Medchal (R.O)



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పురుషుడు / MALE
2352 7246 0540
ఆంధ్ర ప్రదేశ్ - సామాన్య మానవుడి హక్కు

మెద్యు వెంకట రాజ్, కమ్మి మురి వారి
పుట్టిన తేదీ: 01/03/1958
పురుషుడు / MALE
పంపిణీ సంఖ్య - 500038
hall, SR Nagar, Ameerpet
Hyderabad, Telangana
500038
1947 1000 200 1947 help@uidai.gov.in www.uidai.gov.in P.O. Box No. 1947, Durgam-Chowrui-500 081

ఆదాయకర విభాగం
INCOME TAX DEPARTMENT
MAHINDRA EDUCATIONAL INSTITUTIONS
09/04/2013
AAICM8632M

భారత సర్కార్
Government of India
మెద్యు వెంకట ప్రభాకర సోమ యజుర్
Medury Venkata Prabhakara Soma Yajuru
పుట్టిన తేదీ/DOB: 01/03/1958
పురుషుడు / MALE
3965 1911 7388
VID: 9189 9847 2264 2539
మేరీ ఆధార, మేరీ పఠచాన్

Unique Identification Authority of India
పేరా:
S/O: మెద్యు భాస్కర రాజ్, E-1/6, డిఎల్ఎఫ్ ఫేజ్-1, సికందర్ పుర్ గోస్(68), గుర్గాం, హర్యానా - 122002
Address:
S/O: Medury Bhaskara Rao, E-1/6, DLF City Phase -1, Sikanderpur Ghosi(68), Gurgaon, Haryana - 122002
3965 1911 7388
VID: 9189 9847 2264 2539

భారత సర్కార్
GOVERNMENT OF INDIA
అదిరెడ్డి సివాజి
Adireddi Sivaji
పుట్టిన తేదీ / DOB: 15/03/1969
పురుషుడు / MALE
8478 9699 3591
ఆంధ్ర ప్రదేశ్ - సామాన్య మానవుడి హక్కు

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA
పిరునామా:
S/O అదిరెడ్డి అప్పారావు, ఇంటి నెంబర్ LIG 203, హుడా మయూరి నగర్, వీగ్నాన్ స్కూల్ దగ్గర, మియాపూర్, హైదరాబాద్, హైదరాబాద్, ఆంధ్ర ప్రదేశ్ - 500072
Address:
S/O Adireddi Apparao, H No LIG 203, Huda Mayuri Nagar, Near Vignan School, Miyapur, Hyderabad, Hyderabad, Andhra Pradesh - 500072
5000 200 1947 help@uidai.gov.in www.uidai.gov.in P.O. Box No. 1947, Durgam-Chowrui-500 081

భారత సర్కార్
Government of India
వూదుముడి వీర రాఘవ రాజు
Vudumudi Veera Raghava Raju
పుట్టిన తేదీ / DOB: 23/07/1969
పురుషుడు / MALE
6223 8791 6790
మేరీ ఆధార, మేరీ పఠచాన్

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India
పిరునామా: వీరవల్లికేశవం దుర్గముడి వీరవల్లి నారాయణ రాజు, ఫ్లాట్ నెంబర్ 401 మరియు 402 అిష్వర్యా ప్రైడ్ అప్స్, ఊనాదు కలనీ ఫ్రెష్, వీవేకానంద నగర్, కుకాట్పల్లి, మెద్యు వెంకట రాజ్, హైదరాబాద్, తెలంగాణ - 500072
Address: C/O Vudumudi Vijaya Lakshmi Narayana Raju, FLAT NO 401 AND 402 AISHWARYA PRIDE APTS. EENADU COLONY RELIANCE FRESH, VIVEKANANDA NAGAR, Kukatapally, Medchalmakajin Telangana, 500072
Print Date: 08/06/2021
6223 8791 6790
1947 help@uidai.gov.in www.uidai.gov.in



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Medchal (R.O)



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తెలంగాణ తేలంగానా TELANGANA

628. Date: 25-03-2021

AF 857589
B. SATYANARAYANA RAJU
LICENCED STAMP VENDOR
Licence No: 15-11-038/2012, RL No: 15-11-026/2021
Flat. No: 202, Plot No: 553, Bhagatsing Nagar,
Kukatpally, Medchal-Malkajgiri Dist
TELANGANA. Cell: 9440645538

TO: M. Venkata Prabhakara Soma Yajulu.
S/o. M. Bhabkara Rao.
No. Mangana.
FROM: Mahindra Educational Institutions. No. Mangana.

ADDENDUM AGREEMENT TO LEASE DEED

This Addendum Agreement (hereinafter the "Addendum") is entered into on this ^{25th} day of March 2021 ("Effective Date")

BETWEEN

TECH MAHINDRA LIMITED, (PAN: AAACM3484F) a company incorporated under the Companies Act, 1956 (CIN NO : L64200MH1986PLC041370) having its registered office at Gateway Building, Apollo Bunder, Mumbai - 400001, represented by its authorised signatory: Sri Shivanand Raja S/o Diwan Chand, aged about 63 years, R/o Flat No 581, ATS Green Village, Plot No 1, Sector - 93A, Noida, Maharishi Nagar, Goutam Buddha Nagar, Uttar Pradesh - 201304, Aadhaar No 2710 5994 8790 as per the resolutions of its Board of Directors dated 20th Mar 2014 (hereinafter referred to as the "Lessor", which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors in interest, executors and permitted assigns) of the **FIRST PART**;

For Tech Mahindra Ltd.


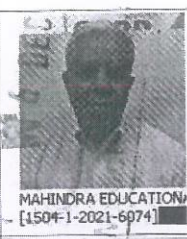
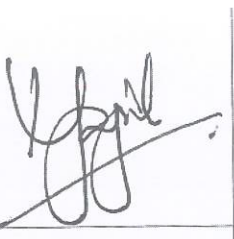



Shivanand Raja
Authorised Signatory

For Mahindra Educational Institutions







Authorised Signatory

Contd..2..



1	LE		 MAHINDRA EDUCATIONAL INSTITUTIONS REP BY M. VENKATA PRABHAKARA SOMA YAJULU [1504-1-2021-6074]	MAHINDRA EDUCATIONAL INSTITUTIONS REP BY M. VENKATA PRABHAKARA SOMA YAJULU S/O. MEDURY BHASKARA RAO SIKANDERPUR GHOSI,, HARYANA.	
2	LR		 TECH MAHINDRA LIMITED REP [1504-1-2021-6074]	TECH MAHINDRA LIMITED REP BY AS SHIVANAND RAJA S/O. DIWAN CHAND F.NO.581, ATS GREEN VILLAGE,, NOIDA, UTTAR PRASAD.	




Identified by Witness:

Sl No	Thumb Impression	Photo	Name & Address	Signature
1		 K V R SUBRAHMANYAM: [1504-1-2021-6074]	K V R SUBRAHMANYAM AADHAR	
2		 V V RAGHAVA RAJU::25/03/2 [1504-1-2021-6074]	V V RAGHAVA RAJU AADHAR	

25th day of March, 2021

Signature of Sub Registrar
Medchal (R.O)

E-KYC Details as received from UIDAI:

Sl No	Aadhaar Details	Address:	Photo
1	Aadhaar No: XXXXXXXX6790 Name: Vudumudi Veera Raghava Raju	S/O Vudumudi Vijaya Lakshmi Narayana Raju, KUKAT PALLY, Hyderabad, Andhra Pradesh, 500072	
2	Aadhaar No: XXXXXXXX0540 Name: Kuna Venkata Rama Subrahmanyam	S/O Harinadha Rao, Ameerpet, Hyderabad, Telangana, 500038	
3	Aadhaar No: XXXXXXXX7388 Name: Medury Venkata Prabhakara Soma Yajulu	S/O Medury Bhaskara Rao, Sikanderpur Ghosi(68), Gurgaon, Haryana, 122002	

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AND

MAHINDRA EDUCATIONAL INSTITUTIONS, (Pan. AAICM5632K) a company registered under Section 25 of the Companies Act, 1956, having its registered office at Bahadurpally Village, Dundigal -Gandimaisamma Mandal, (earlier Quthbullapur Mandal), Medchal-Malkajgiri District (earlier Ranga Reddy District), Telangana duly represented by its authorised signatory : **Sri Medury Venkata Prabhakara Soma Yajulu S/o Medury Bhaskara Rao**, aged about 62 Years, R/o E-1/6, DLF City Phase -1, Sikanderpur Ghosi (68), DLF QE, Gurgaon, Haryana – 122002 . Aadhaar No 3965 1911 7388 as per the resolutions of its Board of Directors dated 15th October 2020 (hereinafter referred to as the “Lessee” which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors in interest, executors and permitted assigns) of the **SECOND PART**

The Lessor and the Lessee are collectively referred to hereinafter as the “Parties” and individually as “Party”.

WHEREAS:

- A. The Parties had entered into a lease deed dated 9 December 2015 (“Lease Deed”) registered as document no. 15939/2015 on 9th December 2015 for the lease of the Leased Land by the Lessor in favour of the Lessee for the purpose of setting up a hostel facilities for its technical institution in Bahadurpally Village, Dundigal - Gandimaisamma Mandal, (earlier Quthbullapur Mandal), Medchal-Malkajgiri District (earlier Ranga Reddy District), Hyderabad – 500043, Telangana.
- B. The Lessee has established the ‘Mahindra University’ on the Leased Land and other land adjoining the Leased Land falling within the revenue village of Bahadurpally Village, Dundigal -Gandimaisamma Mandal, (earlier Quthbullapur Mandal), Medchal-Malkajgiri District (earlier Ranga Reddy District), Hyderabad – 500043, Telangana.
- C. To further the objective of the Lease Deed of establishing the hostel facilities for the technical institution, the Parties have agreed to extend the term of the Lease Deed and agreed upon some alterations to the rights of the Parties to the Lease Deed, pursuant to discussions and deliberations between the Parties.
- D. The Parties have agreed to enter into this Addendum to the Lease Deed.

For Tech Mahindra Ltd.

Shivanand Raja
Authorised Signatory

For Mahindra Educational Institutions

Contd..3..



Stamp Duty	100	0	8210040	0	0	0	8210140
Transfer Duty	NA	0	1317690	0	0	0	1317690
Reg. Fee	NA	0	1650	+364929	0	0	1650 +364929
User Charges	NA	0	500	0	0	0	500
Mutation Fee	NA	0	0	0	0	0	0
Total	100	0	9529880	+364929	0	0	9529980 +364929

Rs. 9527730/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 1650/- towards Registration Fees on the chargeable value of Rs. /- was paid by the party through E-Challan/BC/Pay Order No ,6841WZ240321 dated ,24-MAR-21 of ,SBIN/

E. chro. 6430N2050421, dt. 5/4/2021.

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 9529880/-, DATE: 24-MAR-21, BANK NAME: SBIN, BRANCH NAME: , BANK REFERENCE NO: 0426269750835, PAYMENT MODE: CASH-1001138, ATRN:0426269750835, REMITTER NAME: MAHINDRA EDUCATIONAL INSTITUTIONS, EXECUTANT NAME: TECH MAHINDRA LIMITED, CLAIMANT NAME: MAHINDRA EDUCATIONAL INSTITUTIONS).

Date:
25th day of March, 2021

[Signature]
Signature of Registering Officer
Medchal (R.O)

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6443/2021. Sheet 2 of 12 Sub Registrar
Medchal (R.O)

వ పుస్తకము 2021 నంబర్ 1943
సంఖ్య 6443... వెంబరుగా రిజిస్టర్
కేయబడి స్వామింగు నిమిత్తము గుర్తింప
వెంబరు 1943 నంబర్ 6443/21 నమోదు చేయడమైనది
2021 సంఖ్య 6443/21 నెల. ఏ.ఎ.వ తే.

[Signature]
రిజిస్ట్రార్ ఆఫీసర్

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NOW THEREFORFE IN CONSIDERATION OF THE MUTUAL COVENANT AND PROMISES CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE ADEQUACE OF WHICH IS ACKNOWLEDGED, EACH OF THE PARTIES HEREBY AGREE AS FOLLOWS

- 1.1. In Page 3 under clause 2:Term the para 2.1 of the Lease Deed shall be entirely replaced with the following paras:

" WHEREAS, the Lessee approached the Lessor to lease the land admeasuring Ac. 5.20 Guntas or 26,620 Sq.Yds. for the purpose of setting up a hostel facilities for its technical institution(hereinafter the "Project") in Bahadurpally Village, Dundigal - Gandimaisamma Mandal, (earlier Quthbullapur Mandal), Medchal-Malkajgiri District (earlier Ranga Reddy District), Hyderabad – 500043, Telangana.

for a period of 93 years 8 months and 14 days from the date of execution of the Lease Deed"

The renewal shall be by execution of a fresh lease agreement duly registered. In the event the Lessee intends to renew the lease after the expiry of the Term, it shall intimate the same in writing to the Lessor, not less than 3 months prior to the expiry of the Term.

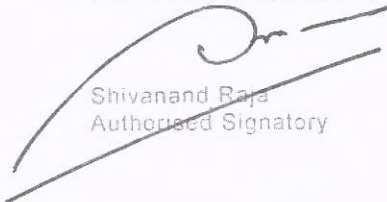
- 1.2. In Page 4 in 3 under heading Rent: the para 3.1 of the Lease Deed shall be entirely replaced with the following para:

" WHEREAS, the Lessor has agreed to the said proposal of the Lessee and agreed to grant a lease of the Leased Land consisting of Ac. 5.20 Guntas adjacent to the exiting leased land for a period of 93 years 8 months and 14 days from the date of execution of the Principal Lease Deed." The Lessee shall during the term of this Lease deed pay a sum of Rs.1,37,500/- (Rupees One Lakh Thirty Seven Thousand five Hundred only) per month and (Rs.16,50,000/- per year) as rent (i.e. Rs.25,000/- per acre).

- 1.3. In page 4. Under Clause 4 Lessee's Obligation : new clause 4.10 as shown here under is added:

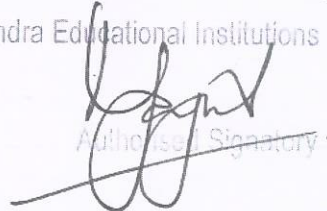
4.10 "The Lessee has constructed the buildings as shown in Schedule "B" with the Permission of the Lessor".

For Tech Mahindra Ltd.


Shivanand Raja
Authorized Signatory

Contd.....4

For Mahindra Educational Institutions


Authorized Signatory



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6443/1/2021 Sub Registrar
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1.4 In page 7 of the Principal Lease Deed Under Clause 8 Lessor's Rights the Para 8.1 shall be entirely replaced with the following Para:

"In the event that the Lessee intends to purchase the Leased Land from the Lessor, during the Term or during any renewal term, the Lessor shall be obliged to sell/transfer all its rights in the Leased Land for a consideration equivalent to the fair value arrived at on the basis of a valuation carried out by a practicing registered valuer of repute subject to applicable circle rates at the time of such sale/transfer.

The Lessor shall, during the Term or during any renewal term, not have any right whatsoever to sell/ transfer/ alienate any of its rights or interests in the Leased Land to any third party.

1.5 In Page 8 Under clause 12 Termination the Para 12.1 is replaced with the following para:

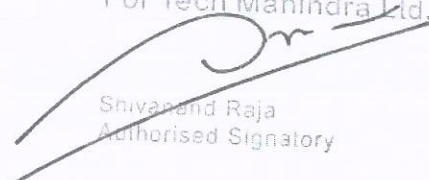
"This Lease Deed shall be for the period noted in para 2.1 of the Principal deed and the Lessor shall have no right to terminate the Lease Deed for any reason whatsoever during the Term. It is clarified that the Lease Deed shall expire only if the Lessee chooses not to renew the lease for a further term or in the event that the Lessor transfers all its right, title and interest in the Leased Land to the Lessee in accordance with Clause 8.1 of the Lease Deed."

1.6 In page 8 under Clause 12.2 of the Lease Deed shall be deleted.

1.7 The following paras be added:

- a. After the date of this Addendum, any reference to the Lease Deed shall be deemed to include this Addendum. Save as expressly stated in this Addendum, the provisions of the Lease Deed shall remain in full force and effect.
- b. Each Party hereby confirms that it has the power to enter this Addendum and has taken all necessary action to authorize its entry into this Addendum.
- c. This Addendum may be executed in Duplicate which together shall form one and the same instrument.
- d. The Parties agree that this Addendum shall be registered before the jurisdictional sub-registrar of assurances and the costs towards the payable stamp duty and the fees for registration of this Addendum shall be borne entirely by the Lessee.
- e. A person who is not a party to this Addendum has no right in law or equity to enforce or enjoy the benefit of any term of this Addendum. The consent of any person who is not a party is not required to rescind or vary this Addendum at any time.

For Tech Mahindra Ltd.


Shivanand Raja
Authorised Signatory

Contd..5..

For Mahindra Educational Institutions


Authorised Signatory



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Medchal (R.O)



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- f. All disputes and differences whatsoever which shall at any time hereafter (whether during the continuance of these presents or upon or after its discharge or determination) arise between the Parties hereto in respect of, concerning, touching or arising out of these presents shall be referred to a sole Arbitrator appointed in mutual agreement between the Parties and an award being pronounced by such Arbitrator shall be final and binding between the Parties.

The arbitration shall be conducted in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The Arbitration shall be held at Hyderabad and shall be subject to the exclusive jurisdiction of the Courts at Medchal-Malkajiri District Courts. The language of arbitration shall be English.

- g. All capitalized terms used herein but not defined shall have the same meaning which has been described to such terms under the Lease Deed.

The lessee constructed the buildings, as shown in schedule –“B” during the period of lease before execution of this deed of Addendum at the cost of the Lessee.

1.8. In Page 13 under the heading Schedule of Property, the description was not clearly mentioned therefore the description of the Property is again given hereunder without changing the extent and boundaries as Schedule-“A”.

Schedule –‘A’

The land falling within the revenue village of Bahadurpally Village, Dundigal - Gandimaisamma Mandal, (earlier Quthbullapur Mandal), Medchal-Malkajiri District (earlier Ranga Reddy District), Hyderabad – 500043, Telangana.

S.No.	Document No.	Survey No.	Extent of Land in Acres/Sq.yds
1	2928/2001	62/1A	Ac.0-12 Gts or 1452 Sq.yds
2	2926/2001	62/1A	Ac.0-12 Gts or 1452 Sq.yds
3	3993/1992	244	Ac.2-38 Gts (or 14,278 Sq.yds)
4	2330/1992	62/1A	Ac.1.38 Guts (or 9438 sq. Yds)
	Total		Ac.5-20 or 26,620 Sq.yds

(Extent of land: Ac 5-20 guntas or 26,620 Sq. yards)

For Tech Mahindra Ltd.

Shivanand Raja
Authorised Signatory

For Mahindra Educational Institutions

Authorised Signatory

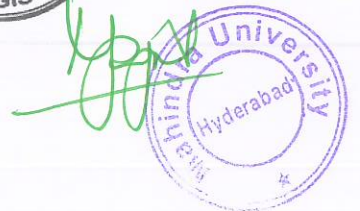
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6441 2024. Sheet 5 of 12 Sub Registrar
Medchal (R.O)

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BOUNDARIES FOR SCHEDULE -"A"

All that the land admeasuring Ac.5-20 Guntas or 26, 620 Sq. Yds Situated at Revenue Village of Bahadurpally, Dundigal -Gandimaisamma Mandal, (earlier Quthbullapur Mandal), Medchal-Malkajgiri District (earlier Ranga Reddy District), Hyderabad – 500043, Telangana., and bounded as follows: -

- NORTH: Land falling under Sy.No. 62/1 A belongs to TML
SOUTH: Land, leased to MEI Sy.No. 62/1 A belongs to TML.
EAST : Private venture.
WEST: Land falling under Sy.No. 62/1 A belongs to TML

Schedule -"B"

All that the R.C.C. Constructions consist of (Ladies Hostel), Ground + 4 upper floors and (Boys Hostel), (consist of Ground + 7 upper floors) total admeasuring 3,66,753 Sq.feet, in the above said Schedule -"A" land .

The Market Value of the Land is Rs.8,78,46,000/- and the value of the built up area is Rs.27,87,32,280/-, (i.e., the improvements made by the Lessee).

2. Upon execution of this Deed of Addendum will come into from 09-12-2015 i.e. date of Principal deed

IN WITNESS WHEREOF, each of the afore named Parties has signed and executed this Addendum, and all the original copies hereto, on the date first above written.


For and on behalf of **TECH MAHINDRA LIMITED**

For Tech Mahindra Ltd.

Shivanand Raja
Authorized Signatory

WITNESSES: -

1. 

2. 

For and on behalf of **MAHINDRA EDUCATIONAL INSTITUTIONS**

For Mahindra Educational Institutions

Authorized Signatory



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6443/2021 Sheet 6 of 12 Sub Registrar
Medchal (R.O)

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CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF MAHINDRA EDUCATIONAL INSTITUTIONS AT ITS MEETING HELD ON OCTOBER 15, 2020 THROUGH MICROSOFT TEAMS.

RESOLVED THAT consent of the Board be accorded to amend the lease period of following agreements entered with Tech Mahindra Limited (Parent Company):

1. Land admeasuring 5 acres and 20 guntas situated at Revenue Estate, Bahadurpally Village, Quthbullapur mandal, Ranga Reddy District, Hyderabad-500043, Telangana from existing 29 years 10 months to 92 years and 7 months co-terminating with 99 years lease i.e. upto May, 2113.
2. Land admeasuring 16 acres and 056 guntas situated at Revenue Estate, Bahadurpally Village, Dundigal Mandal, Medchal-Malkajgiri District, Hyderabad-500043, Telangana from existing 29 years 10 months to 92 years and 7 months co-terminating with 99 years lease i.e. upto May, 2113.

w.e.f. 1st October, 2020 at lease rent of Rs. 25,000/- per acre per month which is at arm's length and with an option to MEI to purchase the said land and building covered under the said leases anytime during the period of the lease.

RESOLVED FURTHER THAT MEI will have an option to purchase the said property covered under the lease deed anytime during the term of the lease at prevailing market rate on the date of exercise of option.

RESOLVED FURTHER THAT the Agreement for lease of 10 acres of land also be amended to provide option to MEI to purchase the land at the prevailing market rate on the date of exercise & the amendment to reduce the lease period to 30 years be cancelled.

RESOLVED FURTHER THAT any two of the following, viz.

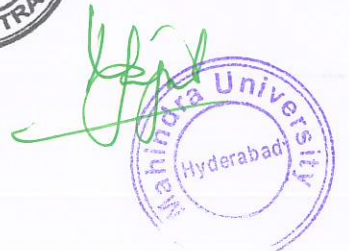
Mr. Vineet Nayyar - Director
Mr. C. P. Gurnani - Director
Mr. Rakesh Soni - Director
Mr. Milind Kulkarni - Director
Mr. Shivanand Raja - Director
Dr. Yajulu Medury - Director-MEC
Mr. Venkata Kumar Raju Vadapalli - Authorised Representative
Mr. Venkata Rama Subrahmanyam Kuna - Authorised Representative

are hereby jointly authorized to sign and execute all necessary documents on behalf of MEI as may be required and to do all such other acts, deeds and things as may be necessary, expedient or incidental to give effect to the aforesaid resolution.



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6443_1_2021 Sheet 7 of 12 Sub Registrar,
Medchal (R.O)

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RESOLVED FURTHER THAT the common seal of the Company if required to be affixed on any documents same may be affixed in the presence of any Director of the Company and Dr. Yajulu Medury.

RESOLVED FURTHER THAT if necessary, the Company's Common Seal be taken out of the Registered Office of the Company, beyond the city limits, for execution of the aforesaid documents.

RESOLVED FURTHER THAT any Director or Dr. Yajulu Medury or Mr. Anil Khatri or Mr. Venkata Kumar Raju Vadapalli or Mr. Venkata Rama Subrahmanyam Kuna is hereby severally authorised to furnish a certified copy of the resolution and to register the necessary agreements to give effect to this resolution.

For Mahindra Educational Institutions


Anil Khatri
Authorised Signatory



10-11-2020


A circular stamp with the text "Mahindra University Hyderabad" around the perimeter and a star at the bottom.

Bk - 1, CS No 6074/2021 & Doct No
644312024 Sub Registrar
Medchal (R.O)

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Handwritten signature in green ink.



Tel: +91 20 6601 6100

Fax: +91 20 2642 4466

techmahindra.com

connect@techmahindra.com

Registered Office

Gateway Building, Apollo Bldg. 1st

Mumbai 400 001, India

CIN L64200MH1986PLC041370

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF TECH MAHINDRA LIMITED IN ITS MEETING HELD ON 23RD OCTOBER, 2020 AND 24TH OCTOBER, 2020, THROUGH WEBEX CONFERENCE FACILITY

TO CONSIDER AND APPROVE AMENDMENTS TO LEASE AGREEMENTS FOR LEASE OF LAND TO MAHINDRA ENGINEERING INSTITUTE

RESOLVED THAT pursuant to the provisions of the Companies Act, 2013 and the Rules framed thereunder, consent of the Board of Directors be and is hereby accorded to amend the lease period entered into between the Company and Mahindra Educational Institutions (MEI) in respect of:-

(a) Land admeasuring 5 acres and 20 guntas situated at Revenue Estate, Bahadurpally Village, Quthbullpur mandal, Ranga Reddy District, Hyderabad-500043, Telangana from existing 29 years 10 months to 92 years and 7 months i.e. upto May, 2113

(b) Land admeasuring 16 acres 056 guntas situated at Revenue Estate, Bahadurpally Dundigal Mandal, Medchal-Malkajgiri District Hyderabad-500043, Telangana from existing 29 years 10 months to 92 years and 7 months i.e. upto May, 2113

w.e.f. 1st October, 2020 at lease rent of Rs. 25,000/- per acre per month which is at arm's length.

RESOLVED FURTHER THAT MEI will have an option to purchase the said property covered under the lease deeds anytime during the term of the lease at prevailing market rate on the date of exercise of the option.

RESOLVED FURTHER THAT the Agreement for lease of 10 acres of land also be amended to provide option to MEI to purchase the land at the prevailing market rate on the date of exercise & the amendment to reduce the lease period to 30 years be cancelled.

RESOLVED FURTHER THAT Mr. C. P. Gurnani, Managing Director & CEO and Mr. Shivanand Raja, Senior Vice President (Commercial & Corporate Services), Mr. Venkata Rama Subrahmanyam Kuna, Authorised Signatory be and are hereby severally authorised to sign and execute all necessary documents for leasing of the said land and to do all such acts, deeds, matters and things as may be need for the said purpose.



Handwritten signature in green ink.



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6442 / 2021 Sub Registrar
Medchal (R.O)

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[Handwritten signature]

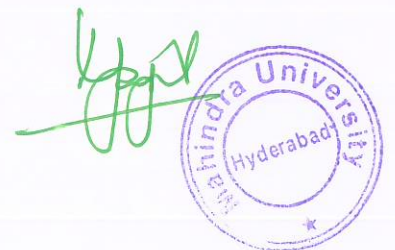


RESOLVED FURTHER THAT for this purpose, if any document is required to be executed under the Common Seal of the Company, the same be affixed in the presence of any Director of the Company and Mr. Manoj Bhat, Chief Financial Officer or Mr. Anil Khatri, Company Secretary in conformity with the provisions of the Articles of Association of the Company.

For Tech Mahindra Limited

Anil Khatri
Anil Khatri
Company Secretary

November 9, 2020



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64431202f Sheet 10 of 12 Sub Registrar
Medchal (R.O)

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Download Date: 09/12/2020



శివానంద్ రాజు
Shivanend Raja
జన్మ తేదీ/DOB: 20/04/1957
పురుషుడు / MALE

Issue Date: 25/11/2020

2710 5994 8790

VID : 9179 7257 7226 2470

मेरा आधार, मेरी पहचान



మెదూరి వేంకట ప్రభాకర సోమ యజులు
Medury Venkata Prabhakara Soma Yajulu
జన్మ తేదీ/DOB: 01/03/1958
పురుషుడు / MALE

3965 1911 7388

VID : 9139 7283 7226 42539

मेरा आधार, मेरी पहचान



భారత సర్కార్



కునా వెంకట రామ సుబ్రహ్మణ్యం
Kuna Venkata Rama Subrahmanyam
పుట్టిన తేదీ / DOB: 10/06/1964
పురుషుడు / MALE

2352 7246 0540

అధార్ - సామాన్య మానవుడి హక్కు



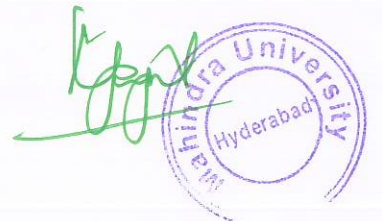
భారత సర్కార్



వూడుమూడి వీర రాఘవ రాజు
Vudumudi Veera Raghava Raju
పుట్టిన తేదీ / DOB: 23/07/1969
పురుషుడు / MALE

6223 8791 6790

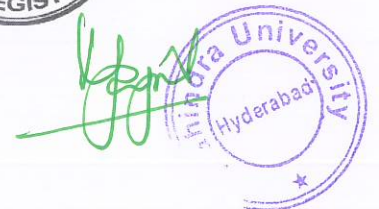
అధార్ - సామాన్య మానవుడి హక్కు



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Medchal (R.O)

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BANK Code: BH Payment : CASH

I Remitter Details

Name MAHINDRA EDUCATIONAL INSTITUTIONS
Address REP BY M V P SOMA YAJULU O/O BAHUDURPALLY M M DIST
PAN Card Number AAICM5632K
Aadhar Card Number
Mobile Number *****554

II Executant Details

Name TECH MAHINDRA LIMITED
Address REP BY SHIVANAND RAJA O/O GATEWAY BUILDING APOLLO BUNDER MUMBAI

III Claimant details

Name MAHINDRA EDUCATIONAL INSTITUTIONS
Address REP BY M V P SOMA YAJULU O/O BAHUDURPALLY M M DIST

IV Document Nature

Nature of Document Any Other Document
Property Situated in(District) MEDCHAL-MALKAJGIRI
SRO Name MEDCHAL (R.O)

v Amount Details

Stamp Duty 8210040
Transfer Duty 1317690
Registration Fee 1650
User Charges 500
Mutation Charges 0
TOTAL 9529880

Total in Words Ninety Five Lakh Twenty Nine Thousand Eight Hundred Eighty Rupees Only

Date(DD-MM-YYYY) 24-03-2021

Transaction Id 0426269750835

Signature of remitter

BANK Code: SBH Payment : CASH

I Remmitter Details

Name MAHINDRA EDUCATIONAL INSTITUTIONS
Address REP BY M V P SOMA YAJULU O/O BAHUDURPALLY M M DIST
PAN Card Number AAICM5632K
Aadhar Card Number
Mobile Number *****554

II Executant Details

Name TECH MAHINDRA LIMITED
Address REP BY SHIVANAND RAJA O/O GATEWAY BUILDING APOLLO BUNDER MUMBAI

III Claimant details

Name MAHINDRA EDUCATIONAL INSTITUTIONS
Address REP BY M V P SOMA YAJULU O/O BAHUDURPALLY M M DIST

IV Document Nature

Nature of Document Any Other Document
Property Situated in(District) MEDCHAL-MALKAJGIRI
SRO Name MEDCHAL (R.O)

V Amount Details

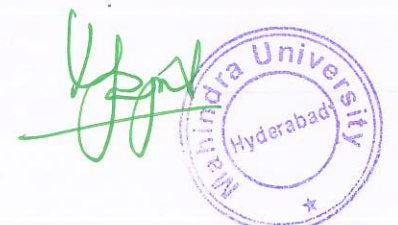
Stamp Duty 8210040
Transfer Duty 1317690
Registration Fee 1650
User Charges 500
Mutation Charges 0
TOTAL 9529880

Total in Words Ninety Five Lakh Twenty Nine Thousand Eight Hundred Eighty Rupees Only

Date(DD-MM-YYYY) 24-03-2021

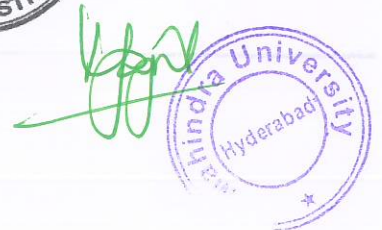
Transaction Id 0426269750835

Signature of remitter



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Medchal (R.O)

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Ca 6463, (Original) 6124/2014 P2176/14



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

BG 397687

Sl. No: 1175 Date: 15-5-14
SOLD TO: Mrs. Madhu Nayendra Sharma w/o. Nagendra R/o Hyd.
WHOM: Mahindra Educational Institutions

B. SATYANARAYANA F
LICENCED STAMP VENC
LIC. No: 15-11-038/201
Flat No: 202, Plot No: 55
Pranavasree Residency,
Bhagatsinghnagar Colony, Ph
Kukatpally, Ranga Reddy C
Cell: 9440645538

LEASE AGREEMENT

This Lease Agreement is made and executed on this 15th day of May 2014 at R.O., Ranga Reddy District:-

BETWEEN

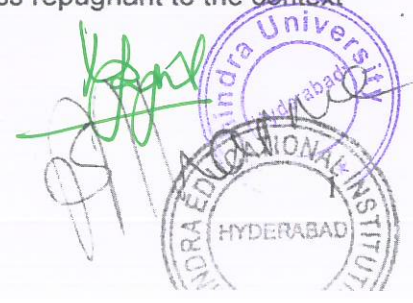
M/s. TECH MAHINDRA LTD., a company incorporated and registered under the provisions of the Companies Act, 1956 and having its Registered Office at Gateway Building, Apollo Bunder, Mumbai 400001 represented by its Authorised Signatory Mr. Shivanand Raja S/o. Late. Diwan Chand Taneja, aged about 57 years, Occupation: Service, O/o. Madhapur, Hyderabad, duly authorized by Power of Attorney issued in terms of a resolution passed by their Board of Directors in the meeting held on January 23, 2009, hereinafter called the "Lessor", (which expression shall unless repugnant to the meaning or context or meaning mean and include its representatives, administrators, successors in interest, assigns, nominees) of the ONE PART

AND

M/s. MAHINDRA EDUCATIONAL INSTITUTIONS, a company incorporated and registered under section 25 of the Companies Act, 1956 and having its Registered Office at Bahadurpally Village, Quthbullapur Mandal, Ranga Reddy District, Andhra Pradesh, represented by its Authorised Signatory Mrs. Madhu Nayendra Sharma W/o. Sri. Nagendra, aged about 53 years, Occupation: Service, O/o. Mahindra Ecole Centrale, Bahadurpally campus, Hyderabad, Registrar duly authorized in terms of a resolution passed by its Board of Directors in the meeting held on November 06, 2013 hereinafter called the "Lessee" (which expression shall unless repugnant to the context

For Tech Mahindra Ltd.



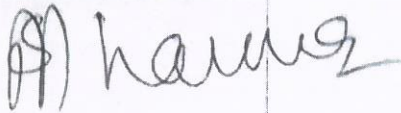


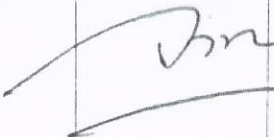
Shivanand Raja
Authorised Signatory



Presentation Endorsement:

Presented in the Office of the Joint Sub-Registrar, Ranga Reddy (R.O) along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 360720/- paid between the hours of 3 and 4 on the 15th day of MAY, 2014 by Sri Shivanand Raja

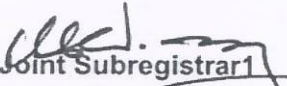
Execution admitted by (Details of all Executants/Claimants under Sec 32A):

Sl No	Code	Thumb Impression	Photo	Address	Signature/Ink Thumb Impression
	LE		 MADHU NAYENDRA SHARMA [1510-1-2014-6463]	MADHU NAYENDRA SHARMA (AUTHORISED SIGNATORY) W/O. NAGENDRA BAHADURPALLY VILLAGE, QUTHBULLAPUR,R.R.DIST.	
2	LR		 SHIVANAND RAJA (AUT [1510-1-2014-6463]	SHIVANAND RAJA (AUTHORISED SIGNATORY) S/O. LATE. DIWAN CHAND TANEJA R/O. MADHAPUR, HYDERABAD.	

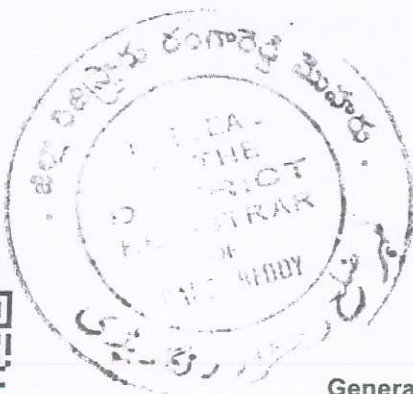
Identified by Witness:

Sl No	Thumb Impression	Photo	Name & Address	Signature
1		 VENKATA RAMA SUBRAMANYA [1510-1-2014-6463]	VENKATA RAMA SUBRAMANYAM KUNA HYD	
2		 ABHISHEK GHOSH::15/05/ [1510-1-2014-6463]	ABHISHEK GHOSH EAST SINGH BHUM DIST JHARKHAND	

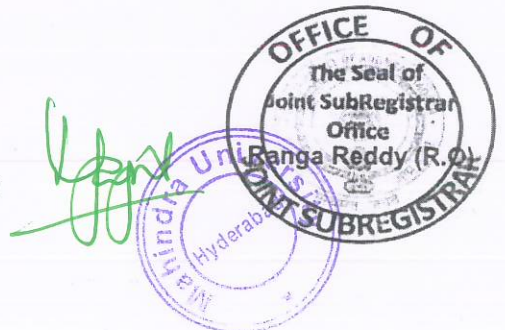
15th day of May, 2014

Signature of 
Joint SubRegistrar1
Ranga Reddy (R.O)

మహమ్మద్ యూసుఫ్
బాయిల్ సబ్ రిజిస్ట్రార్-1
రంగారెడ్డి జిల్లా.

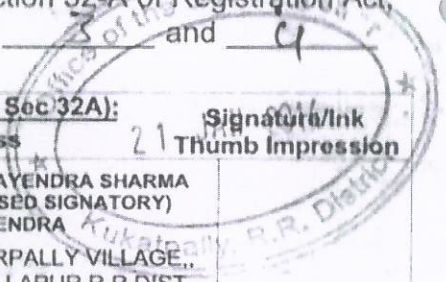


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6124/2014
Joint SubRegistrar1
Ranga Reddy (R.O)
Sheet 1 of 12

Office of the Joint Sub Registrar
Ranga Reddy (R.O)
26 SEP 2013
R.R. District. (West)



The LESSOR and the LESSEE are hereinafter collectively referred to as the "Parties" and individually as the 'Party'.

WHEREAS the Lessor is the absolute owner and in actual physical possession of land and building falling within the revenue village of Bahadurpally Village, Jeedimetla, Hyderabad – 500 043, Andhra Pradesh bearing:

S.No	Document no	Survey no	Extent of Land in Acres/Sq.yds	Total Area in Acres/Sq.yds
1	1931/93	79,80,81	2-27 or 12947 Sq.yds	5-14 or 25,894
2	2450/98	79,80,81	1-13.5 or 6473.5 Sq.yds	
3	5040/98	79,80,81	1-13.5 or 6473.5 Sq.yds	
4	2422/92	62 /1A	4-19 or 21659 Sq.yds	4-19 or 21659 Sq.yds
5	2423/92	62 /1A	0-07 gts out of Ac4-19 gts or 847 sq.yds	0-07 gts out of Ac4-19 gts or 847 sq.yds
	Total		Ac.10-00 or 48,400 Sq.yds	Ac.10-00 or 48,400 Sq.yds

situated in the revenue estate of Bahadurpally Village, Jeedimetla, Hyderabad – 500 043, Andhra Pradesh.

The Scheduled Property was originally owned by Satyam Computer Services Limited and by the orders passed by Hon'ble High Court of Bombay and the Hon'ble High Court of Andhra Pradesh approving the Scheme of Amalgamation and Arrangement between Satyam Computer Services Limited and Tech Mahindra Limited, Satyam Computer Services Ltd merged with Tech Mahindra Limited with effect from June 24, 2013. Consequently all the assets and liabilities, rights and obligations etc. of Satyam Computer Services Limited stood transferred to Tech Mahindra Limited.

AND WHEREAS the Lessee is engaged in the promotion and running of educational institutions and shall be setting up a Technical Institution in the **Schedule property**.

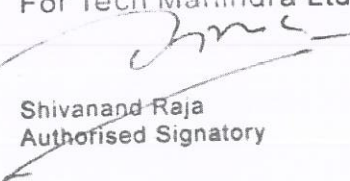
AND WHEREAS the Lessee has identified a suitable land measuring Ac.10-00 Guntas or 48,400 Sq.yds_ and building with built up structure in the said piece of land measuring 2,73,000 sq feet (as described in the Reference Provisions) for the purpose of setting up a Technical Institution (hereinafter the "Project") in Bahadurpally Village, Jeedimetla, Hyderabad – 500 043, Andhra Pradesh.

AND WHEREAS the Lessee has approached the Lessor to lease the said Land and Building in its favour for a period of 99 years, for the purposes of setting up of its Project

AND WHEREAS Lessor has agreed to the said proposal of Lessee and agreed to grant a lease of the Land consisting of Ac.10.00 Guntas along with the Building thereon admeasuring 2,73,000 Sq ft for a period of 99 years.

Based on the above mentioned representations, the Parties are entering into this Deed on terms and conditions contained herein.

For Tech Mahindra Ltd.


Shivanand Raja
Authorised Signatory



Endorsement:

Description of Fee/Duty	In the Form of					Total
	Stamp Papers	Challan u/s 41 of IS Act	Cash	Stamp Duty u/s 16 of IS act	DD/BC/ Pay Order	
Stamp Duty	100	0	0		10821600	10821700
Transfer Duty	NA	0	0		0	0
Reg. Fee	NA	0	0		360720	360720
User Charges	NA	0	0		200	200
Total	100	0	0		11182520	11182620

Rs. 10821600/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 360720/- towards Registration Fees on the chargeable value of Rs. 132302776/- was paid by the party through DD No ,934736 dated ,15-MAY-14 of ,HDFC BANK/HYDERABAD.

Date
15th day of May, 2014

Signature of Registering Officer
Ranga Reddy (R.O)

1936 S.E. Vaisakh 25th

మహాశుక్ల యూసుఫ్
జాయింట్ సబ్ రిజిస్ట్రార్-1
రంగారెడ్డి జిల్లా.

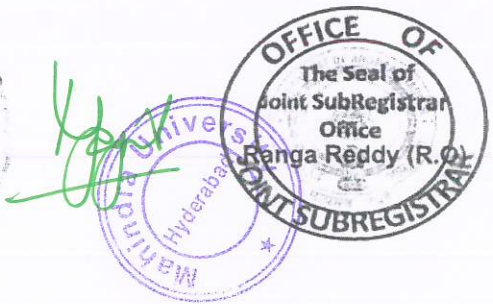
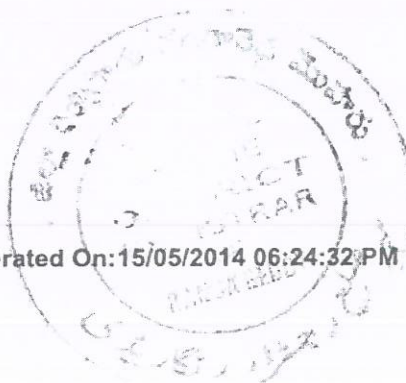
Bk - 1, CS No 6463/2014 & Doct No
 6124 2014. Sheet 2 of 12
 Joint SubRegistrar
 Ranga Reddy (R.O)

Registered as Document No... 6124... on
2014/1936 SE of Book 1. and assigned the
Identification Number as 1510-1-6124-2014
For Scanning.

Date 16 MAY 2014 Registering Officer



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NOW THEREFORE THIS LEASE AGREEMENT WITNESSETH AS UNDER:-

1. LEASE

- 1.1. The Lessor hereby agree to lease unto the Lessee the Land and Building and have delivered possession of the same exclusively and peacefully along with all appurtenant rights, except ownership, for an initial irrevocable period of 99 (Ninety Nine) years from the date of execution of this Lease Agreement and to apply and obtain requisite approvals, permissions and sanction, to pay fee, get refund and perform any act to run and establish the Project on the said Land, and manage the same including all activities required thereto, subject to the terms and conditions hereinafter set out.
- 1.2. The Lessee for the purpose of the Project approvals shall have and hold absolute possession along with an unrestricted right to enter/access upon the said Land and Building, take measurements, raise fencing, etc. and conduct any other activity required for submission of application for grant of approvals for the Project.
- 1.3. The Built-up Structure includes the structures, facilities built upon the Said Property as detailed in the Annexure mentioned hereunder.
- 1.4. It is agreed that the Lessee shall obtain all necessary permissions and approvals as may be required to run the Project.
- 1.5. The Lessee shall have the current land use changed from multipurpose land to setting up of a Technical Institution on the said Land.

2. TERM

- 2.1. The period of lease shall be for the initial term of 99 (Ninety Nine) years, commencing from the date of execution of this Lease Agreement ("Term").
- 2.2. The renewal shall be by execution of a fresh Lease agreement duly registered. In the event the Lessee intends to renew the lease after the expiry of the Term, it shall intimate the same in writing to Lessor, not less than 3 months prior to the expiry of the Term.

3. SECURITY DEPOSIT

- 3.1. The Lessee shall pay an interest free refundable security deposit of **Rs.5,88,30,000/- (Rupees Five Crores Eighty Eight Lacs Thirty Thousand Only)** equivalent to **6 (six) months** of lease rental to the Lessor in advance at the time of execution of the deed.

4. RENT

- 4.1. The Lessee shall during the Term of this lease pay a sum of **Rs. 25,000/- (Rupees Twenty five thousand only)** per acre per month as land lease rent and **Rs. 35/- (Rupees Thirty Five only)** per Sq. Ft. per month as building lease rent.
- 4.2. The Lessee shall pay the rent reserved in clause 4.1 above to the Lessor quarterly in advance for each quarter beginning on the commencement of this Lease agreement, which shall be the date of execution by both the parties.

For Tech Mangra Ltd.

Shivanand Raja
Authorised Signatory



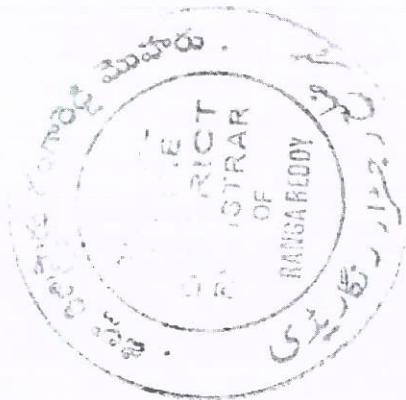


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Joint SubRegistrar
Ranga Reddy (R.O)



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- 4.3. The Lessee shall pay the first of such rent to the Lessor on a pro-rata basis, on receipt of Letter of Intent for setting up of the Technical Institution from the date of execution of this Lease Agreement and thereafter on or before the end of the first month of each quarter.
- 4.4. The Lessee shall make payment of rent and other monies due under this agreement by demand draft or account payee cheques or EFT, payable at Hyderabad and drawn in the name of the Lessor without any deductions (except for Tax Deduction at Source as per Income Tax Act, 1961).
- 4.5. If the rent or any other sum due under this Lease Agreement is not paid on the due date, the Lessee shall pay interest at the rate of 12% per annum from the due date till the date of payment.

5. **LESSEE's OBLIGATION**

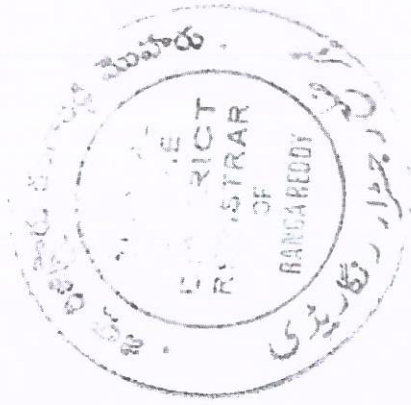
- 5.1. The Lessee agrees with Lessor that it shall use the said Land and Building only for the purpose for which it has been agreed to be leased and no offensive or legally prohibited activities would be carried out thereon.
- 5.2. The Lessee shall comply with all applicable statutory rules, regulations and by-laws.
- 5.3. The Lessee agrees that it shall not do or suffer to be done anything in or to the said Land and Building, which may be against applicable statutory rules and regulations.
- 5.4. To pay for all electricity, water and other utilities used for the Project and all charges as may become due hereunder by the respective payment due dates
- 5.5. The Lessee agrees to observe the terms and conditions laid out in various approvals, sanctions for the Project from time to time by various statutory authorities, Central Government and State Government.
- 5.6. The Lessee agrees to perform and observe all the terms and conditions under this Lease Agreement and comply with the obligations which the Lessee may be liable to perform or observe during the Term.
- 5.7. Lessee to keep the said Land and building clean, tidy and free from rubbish and to clean, repair and paint or treat or generally redecorate.
- 5.8. Lessee shall use the said Land for carrying out the agreed purpose only and strictly in accordance with the applicable laws and rules.
- 5.9. Lessee may sublet or underlet the said Land and building or part thereof to its subsidiaries, affiliates and group companies or their assigns, legal heirs and assigns and to any other third party at its discretion However, in all such cases of proposed subletting or under letting, the lessee should seek and obtain the prior approval of the Lessor represented by IBG Head, Corporate Services.

For Tech Mahindra Ltd.


Shivanand Raja
Authorised Signatory



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Ranga Reddy (R.O.)



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5.10. Responsibility for safety and security of the land and building (including electrical installations/switches, etc.) and safety and security of the students on the premises shall be that of the Lessee exclusively. Lessee shall be exclusively responsible for hazard identification and remediation to eliminate safety and security risks. In the event of happening of any accident/incident in the premises connected with safety/security then the Lessee shall be responsible to settle the claims, if any raised or to be raised by any such affected party. The above stipulation will also apply to casual guests, visitors, contractors and other employees visiting the premises.

6. LESSOR's OBLIGATION

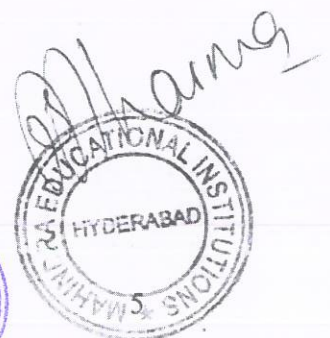
- 6.1. It is agreed by the Lessor that it shall provide any title documents, revenue documents confirming its ownership in the said Land and Building to the Lessee as and when required by Lessee for obtaining sanctions, approvals, etc. for the Project.
- 6.2. It is agreed by the Lessor that it has paid or shall pay all municipal, property and all other applicable taxes, fees, cesses and levies in respect of the said Land and Building for the period upto the date of execution of this Lease Agreement.
- 6.3. The Lessor agrees that it is legally entitled to execute this Lease Agreement and is legally entitled and competent to lease the said Land and Building in favor of the Lessee for the purpose to run the Project and no impediment, either statutory or otherwise, exists contrary to such entitlement/ competence.
- 6.4. The Lessor agrees that the said Land is freehold land and is not subject to any encumbrance, charge, attachment or any statutory disability likely to adversely affect the peaceful enjoyment of the said Land and Building by Lessee.
- 6.5. It is agreed by the Lessor that the said Land and Building is not the subject matter of any similar agreement with any other person, nor is there any litigation pending, threatened and no notice for acquisition or requisition having been received by the Lessor.
- 6.6. Lessor has no restraining orders to carry on the business of running the Technical Institution upon the said Land and Building.

7. AUTHORITY TO MANAGE

7.1. The Lessor shall execute a General Power of Attorney or any other document in favor of Lessee as and when required by Lessee, for affecting all rights conferred in this Lease Agreement and for obtaining various consents, permissions and approvals, etc. in relation to run the project operation and maintenance of the Project during the subsistence of the lease.

For Tech Mahindra Ltd.


Shivanand Raja
Authorised Signatory



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Ranga Reddy (R.O)



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8. LESSEE'S RIGHTS

- 8.1. The Lessee paying the rent and other charges in respect of the said Land and Building and performing and observing the covenants, conditions and stipulations on its part herein to be observed shall peacefully and quietly hold, possess and enjoy the said Land and Building and every part thereof during the Term hereby created without any lawful interruption, disturbance, claim or demand whatsoever from or by the Lessor or any other person whomsoever.
- 8.2. The said Land, the buildings and facilities constructed thereon, the services, open spaces, common areas and amenities and the specialized and distinctive services provided in the Project shall be controlled, maintained and managed by the Lessee or its assignee or nominee.
- 8.3. If the Lessor fails to observe any law, direction, order, notice or requirements of any government or public body or authority, the Lessee may in the Lessee's sole discretion perform the same and all expenses and costs incurred thereby shall be recoverable from the Lessor by the Lessee.
- 8.4. The Lessee shall be entitled to mortgage, provided that the same does not affect or prejudice the rights of the Lessor and the Lessor shall not be entitled to object to the same.

9. LESSOR'S RIGHTS

- 9.1. Subject to the rights of the Lessee reserved by this Lease Agreement, the Lessor shall be entitled to sell, transfer or assign all or any of its ownership rights with regard to the said Land without reference to the Lessee. The Lessee shall however be obliged to obtain a comfort letter from such purchaser, transferee or assignee as the case may be, acknowledging the terms of this Lease Agreement, as the successor-in-interest of the Lessor herein and in turn, the Lessee undertakes to give a letter of attornment to such purchaser, transferee or assignee as the case may be, attorning to it as the Lessor hereunder, effective from the date of sale, transfer or assignment.
- 9.2. The Lessor or its authorized representative hereby undertake to construct the building and structures and services as desired by the Lessee as per specifications and norms laid out in the Project and within the specified time schedule.
- 9.3. The Lessor or its authorized representative shall have the right to inspect the land and building with a prior written notice of 24 hours.

10. TAXES, LEVIES AND COMPENSATION

- 10.1. The Lessee shall pay the Property Tax and Land revenue as may be assessed from time to time on the said Land.

For Tech Manindra Ltd.


Shivanand Raja
Authorised Signatory





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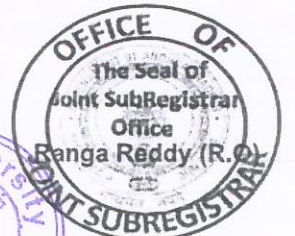
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Joint SubRegistrar
Ranga Reddy (R.O)



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- 10.2. It is agreed by the Lessor that if it fails to pay and discharge all rates, taxes, assessment, charges, claims, demands, outgoing and all other charges including sales tax, impositions or observe any law, direction, order, notice or requirements of any Government or public body or authority till the date of execution of this Lease Agreement, Lessee may in its sole discretion perform the same and all expenses and costs incurred thereby shall be recoverable by Lessee from the Lessor
- 10.3. The Lessee shall submit to the Lessor the TDS (Tax Deducted at Source) certificates evidencing the Income Tax deducted and deposited by it.
- 10.4. Lessee undertakes to pay any sales tax / value added tax / lease tax, if any, applicable on the said Land and Building.
- 10.5. It is hereby unequivocally agreed by the parties that if anytime hereinafter the said Land is acquired by the Government or any other agency under the provisions of any Act / Law including Acquisition Act, then the Lessor shall alone be entitled to receive the entire compensation and the Lessee shall not have any claim or objection in this regard.

11. INSURANCE

The Lessee covenants with the Lessor as follows

11.1 Lessee's insurance covenants:

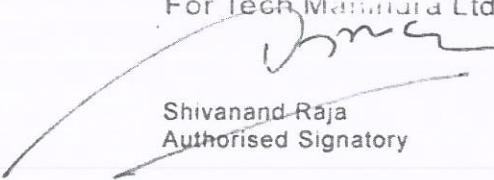
11.1.1 To insure the existing building(s);

- (i) With an insurance office or underwriters of repute;
- (ii) Against loss or damage by means of fire, lightning, earthquake, explosion, aircraft (other than hostile aircraft) and other aerial devices or articles dropped there from, riot, civil commotion, malicious damage, storm or tempest, bursting or overflowing of water tanks apparatus or pipes, flood an impact by road vehicles (to the extent that insurance against risks or insurance as may from time to time be reasonably required by the Lessors (Subject in all cases to such usual exclusions and limitations as may be imposed by the insurers) (hereinafter referred to as "Insured Risk");
- (iii) subject to such excesses as may be imposed by the insurers;
- (iv) in the full cost of reinstatement of the existing building(s) (in modern form if appropriate) including shoring up, demolition and site clearance, professional fees, and allowance for building cost increases;

11.1.2 To insure against loss of Lease Rent thereon payable under this Lease Deed arising from damages to the Demised Premises by the Insured. Risks for three years or such longer period as the Lessors may reasonably require having regard to the likely period for reinstating the demised premises.

11.1.3 Lessee will use reasonable endeavors to procure that the insurer waives its rights of subrogation against the Lessor;

For Tech Mahindra Ltd.

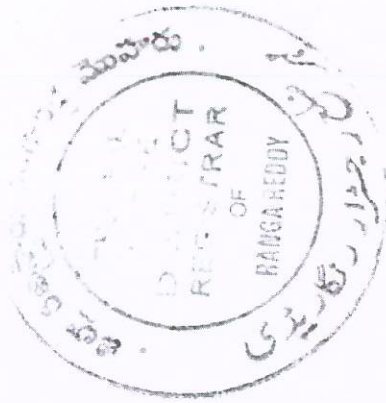

Shivanand-Raja
Authorised Signatory



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Ranga Reddy (R.O)



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11.1.4 At the request of Lessor (but no more frequently than once in twelve months) to produce summary details of the terms of the insurance under this Clause 11.1;

11.2. Not to do anything in the building(s) which would or might prejudice or invalidate the insurance of the building(s) or cause any premium for insurance to be increased;

1.2.1 To comply with the requirements and reasonable recommendations of the insurers.

11.2.2 Lessee shall ensure the nomination of the Lessor as the co-beneficiary for all such insurance coverage pertaining to the building, fitting & fixtures provided therein.

12. TERMINATION

12.1 Lessee alone is entitled to terminate this Lease Agreement in the event of any breach of its term by Lessor by giving 6 months notice in writing, or in the alternate, may rectify the breach of the Lessor and recover the cost and expense of such rectification from the Lessor.

12.2 In the event of non-payment of lease rent within 6 months from the date of due and other charges by the Lessee for a period of 6 (six) consecutive months, provided-the Lessor has given at least 6 months' notice to the Lessee of such default and upon the Lessee failing to make good the default within 90 (ninety) days from the date of receipt of notice.

13. ARBITRATION

13.1 All disputes and differences whatsoever which shall at any time hereafter (whether during the continuance of these presents or upon or after its discharge or determination) arise between the parties hereto in respect of, concerning, touching or arising out of these presents shall be referred to a sole Arbitrator and award being pronounced by such Arbitrator shall be final and binding between the parties, except as provided by the Term of this Lease Agreement.

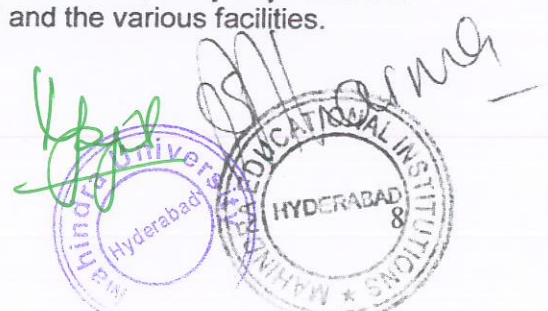
13.2 The arbitration shall be conducted in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The Arbitration shall be held at Hyderabad and shall be subject to the exclusive jurisdiction of the Courts at Ranga Reddy District Courts. The language of arbitration shall be English.

14. INDEMNITY

14.1 The Lessee under all circumstances fully and effectually and effectively indemnifies the Lessor, its officers, directors, employees, agents and representatives against any claims, losses, injuries, liabilities, costs, expenses, damages, actions or proceedings whatsoever which may be made or taken against the Lessor by any person or which may be suffered by the Lessor arising out of any willful action or non-action, accident or otherwise, or by any reason of the Lessee's operations and use of the said Land and the various facilities.

For Tech Mahindra Ltd.

Shivanand Raja
Authorised Signatory





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- 14.2 Lessor hereby indemnifies and keep indemnified the Lessee, its officers, directors, employees, agents and representatives against any and all claims, losses, injuries, liabilities, costs, expenses, damages, actions or proceedings whatsoever which may be made or taken against the Lessee by any person or which may be suffered by the Lessee arising out of any willful action or non-action, accident or otherwise by Lessor which would affect the rights and obligations of the Lessee under this Lease Agreement including the uninterrupted and quiet enjoyment thereof.

15. **NOTICES**

All notices, to be served on either of the parties as contemplated by these presents shall be deemed to have been duly served if sent to the party, by Registered Post A.D./ Under Certificate of Posting/ Facsimile/ hand delivery at the respective addresses specified herein below or such other address as may be designated in writing from time to time.

FOR THE LESSOR

Tech Mahindra Limited
Infocity, Unit No.12, Plot No. 35&36
HITEC City Layout, Survey No.64
Madhapur, Hyderabad 500 081.

Attention: Mr. K.V.R. Subrahmanyam, Vice President-Corporate Services

FOR THE LESSEE

Mahindra École Centrale
Mahindra Educational Institutions
Survey No: 62/1A, Bahadurpally Jeedimetla,
Hyderabad - 500043 - Andhra Pradesh, INDIA

Attention: Registrar, Mahindra École Centrale


16. **GOVERNING LAW**

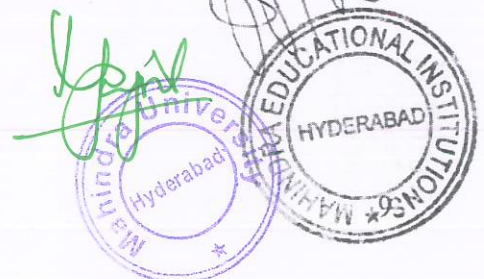
This Lease Agreement shall in all respects be governed by the laws of India.

17. **FORCE MAJEURE**

- 17.1 Neither party shall be liable to the other for failure or delay to comply with the provisions of the Lease Agreement, if the same is due to reasons of Force Majeure beyond the control of the parties, and such performance shall be excused to the extent it is prevented by reason of the foregoing.

For Tech Mahindra Ltd.


Shivanand Raja
Authorised Signatory





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Joint SubRegistrar
Ranga Reddy (R.O)



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- 17.2 For purposes of this Article, Force Majeure shall mean one or more of the following acts or events:

Natural disasters such as fire, flood, damage by the elements, perils of the sea or air accident, act of God, strike, lock-out or other labour disorder, act of foreign or domestic de jure or de facto Government, whether by law, order, legislation, decree rule, regulation or otherwise, revolution, civil disturbance, breach of the peace, declared or undeclared war, act of interference or action by civil or military authorities or due to any other cause beyond the parties' control.

Such other extra-ordinary circumstances affecting the rights and obligations of the parties under this Deed as mutually discussed and agreed upon.

18. **SEVERABILITY**

If any provision of this Lease Agreement is found invalid, the other provisions shall not be affected.

19. **SURVIVAL**

Termination of the Lease Agreement shall not affect the coming into force or the continuance in force of any provisions of this Lease Agreement which are expressly or by implication intended to come into force or continue in force on or after termination, including those of Indemnity, Term, Termination, Governing Law and Jurisdiction and the Clause of Survival of this Lease Agreement, which shall be binding upon the parties heirs, executors, successors, administrators, legal representatives, and assigns.

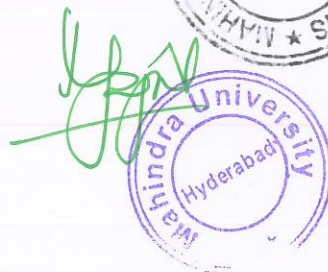
20. This document has been executed in duplicate the original will be kept with the LESSEE and the duplicate will be kept with the LESSOR.

THAT the Parties hereby declare that the particulars furnished above are true and correct as required under Section 27 of the Indian Stamp Act. And the Parties agree to abide by the provisions of Indian Stamp Act to pay the amounts due including previous arrears, if any, under the Provisions of Indian Stamp Act in lieu of prosecution under Section 64 of Indian Stamp Act.

This document has been executed on N.J.STAMPS Worth Rs.100/-

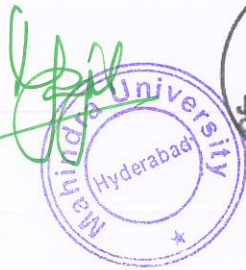
For Tech Manindra Ltd.

Shivanand Raja
Authorised Signatory





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61241204. Sheet 10 of 12
 Joint SubRegistrar
 Ranga Reddy (R.O)



SCHEDULE OF PROPERTY

All that the land admeasuring Ac.5-14 Guntas or 25,894 Sq.yds, in Survey Nos. 79,80 and 81, and 4-26 gutas or 22506 Sq.yds in Survey Nos. 62/1A, Total Admeasuring Ac.10-00 Guntas or 48400 Sq.yds Situated at Revenue Village of Bahadurpally, Quthbullapur mandal, Ranga Reddy District., A.P., and bounded as follows:-



NORTH: IT Blocks

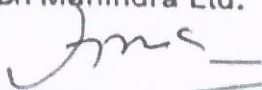
SOUTH: STP and Compound Wall

EAST: Greenery and Compound Wall



WEST: Dormitories, Greenery and Compound Wall

IN WITNESS WHEREOF, the parties above named have affixed their signatures and seal on the Lease Agreement on the day, month and year written in the presence of witnesses given below:-



LESSEE
For MAHINDRA EDUCATIONAL INSTITUTIONS
Authorized Signatory

For Tech Mahindra Ltd.

Shivanand Raja
Authorised Signatory
LESSOR
For TECH MAHINDRA LTD.
Authorized Signatory

WITNESSES:-

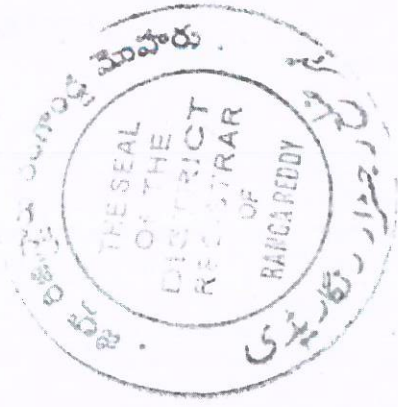
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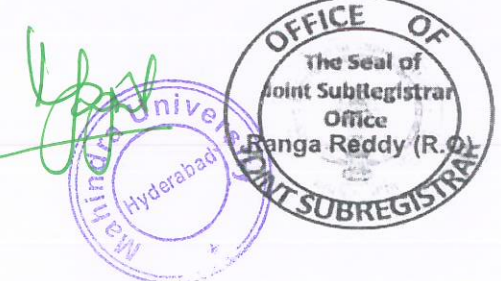



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61241 2014. Sheet 11 of 12

Joint SubRegistrar
Ranga Reddy (R.O)



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MAHARASHTRA STATE ROAD VEHICLES LICENSING ACT

DL No MH12 20080107462
Valid Till: 17-08-2014 (NT)

DOI: 23-12-1982

DLR 18-08-2009

AUTHORISATION TO DRIVE FOLLOWING CLASS OF VEHICLES THROUGHOUT INDIA

COV DOI
MCWG 23-12-1982
LMV 10-10-1993

FORM 7
RULE 16 (7)



DOB : 16-07-1953 BG

Name: MADHU SHARMA
SADW of NAGENDRA
FLAT NO.10,BL# 14, ATUR PARK
SOUTH KOREGAON PARK RD
PUNE

P: 411001
Signature & ID of Issuing Authority: MH12 200964

Signature/Thumb Impression of Holder

Madhuraj



భారత ప్రభుత్వం
Government of India

సమాధి ప్రమాదం / Enrolment No.: 1190/10987/004

To: Shivanand Raja
(శివానంద రాజు)
S/O Late Shri Diwan Chand
MY HOME NAVADWEEPA FLAT NO 606 VAYU BLOCK
HITECH CITY
Serilingampally
Hyderabad
Andhra Pradesh - 500081

Date: 22/03/2011

EY 03966877 6 IN Ref. No : 22032011-0006

మీ ఆధార్ సంఖ్య / Your Aadhaar No. :

2710 5994 8790

ఆధార్ - సామాన్యని హక్కు

 భారత ఎన్నికల సంఘము ELECTION COMMISSION OF INDIA IDENTITY CARD NVR1108120	పింఛాను 415/3RT 71621/321 నర్మద అపార్టుమెంట్, యా. రావు నగర్, ఆంధ్రప్రదేశ్, హైదరాబాద్-500038 Address 415/3RT 7-1-621/321 Narmada Apartments Sr Nagar, Anandrapel, Hyderabad,500038 Date: 17/04/2014 ప్రభుత్వం పత్రము టెలెఫోన్ నెంబర్ అధికారి 82 - మంత్రిగారి కార్యాలయ నియోజక వర్గం Facsimile Signature of Electoral Registration Officer 82 - Sanathnagar Assembly Constituency డియార్ మాన్: మార్పు ఉప్పొంగుతుంది మార్క డియార్ మాన్: మీరు అధికారి లేకుండా మరొకటి అనే ముద్ర In case of change of name, the voter should apply for the same in the relevant form to the Electoral Registration Officer in the Roll at the changed address and to obtain the card with same 135 / 1224
కేంద్రం: ముల్కాపట్నం క్వ కునా Director's Name : Subrahmanyam Kvr Kuna తండ్రి పేరు: కె హరినాథ్ రావు లేట్ కునా Father's Name :K Harinath Rao Late Kuna లింగం: పు : M పుట్టిన తేదీ: 10/09/1984	పుట్టిన సంవత్సరం / Year of Birth : 1957 పురుషుడు / Male 2710 5994 8790

 భారత ప్రభుత్వం GOVERNMENT OF INDIA	శివానంద రాజు Shivanand Raja పుట్టిన సంవత్సరం / Year of Birth : 1957 పురుషుడు / Male 2710 5994 8790
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ఆధార్ - సామాన్యని హక్కు

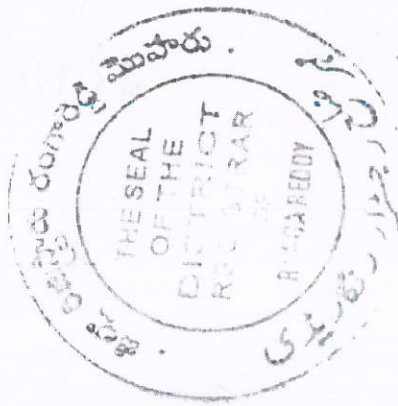
आयकर विभाग INCOME TAX DEPARTMENT ABHISHEK GHOSH BROJENDRA GHOSH 01/12/1984 Permanent Account Number AKGPG3705N	भारत सरकार GOVT OF INDIA
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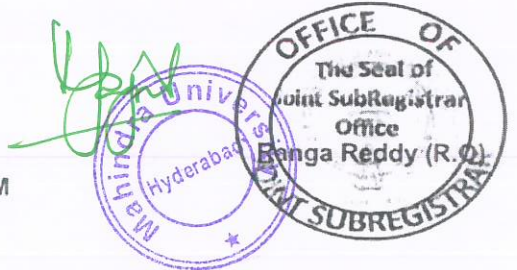
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Bk - 1, CS No 6463/2014 & Doct No
61241 2014 Sheet 12 of 12

Joint Subregistrar
Ranga Reddy (R.O)



Generated On: 15/05/2014 06:24:32 PM



ORIGINAL

దస్తావేజులు మరియు రుసుముల రశీదు

నెం.

6273

శ్రీమతి / శ్రీ

Shivanand Raja

15/5/14

ఈ దిగువ ఉదహరించిన దస్తావేజులు మరియు రుసుము పుచ్చుకోవడమైనది.

దస్తావేజు స్వభావము	Lease Agreement		
దస్తావేజు విలువ	360720000		
స్టాంపు విలువ రూ.	100	6124/14	
దస్తావేజు నెంబరు	P2176/2014	Bahadurpally / Agri	
రిజిస్ట్రేషన్ రుసుము	360720		
లోటు స్టాంపు(D.S.D.)	10821600	DD = 934736	
GHMC (T.D.)	-	HDFC	
యూజర్ ఛార్జీలు	200	₹ 11182520/-	
అదనపు షీట్లు	/	15/5/14	
5 x	/		
మొత్తం	11182520		
(అక్షరాల)	DD		

తేది 15/5/14

రూపాయలు మాత్రమే)

వాపసు తేది

Joint Sub-Registrar
R.O., R.R. Dist.
సబ్ రిజిస్ట్రార్

If Document is not claimed within 10 days from the date of Registration, safe custody fee of Rs. 50/- for every thirty days or part thereof, if in excess of 10 days subject to maximum of Rs. 500/- will be levied.



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