



S.L. No. 100100 आन्ध्र प्रदेश ANDHRA PRADESH

Date: 07.05.2022

Sold to: Mr. Mohan S/o Andiseshairah, Nellore
For Whom: Narayana Medical College, Nellore.

C# 389747
SRI CH. JANARDHAN RAJU
Licensed Stamp Vendor
L.No. 052007/2011, Chintareddy Palem, Nellore-3
D.No. 279/2014, S/o J. Nagar, Nellore-2
Cell : 9490125300

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made at Nellore this 1st day of May 2022.

Between

Swarna Bharath Trust, Venkatahalam, Nellore, represented by its representative, Sri Ch. Janardhan Raju S/o Ramalinga Raju, hereinafter called the FIRST PARTY.

And

Narayana Medical College, Nellore, represented by its DEAN, Dr. S. P. Rao S/o Appala Swamy hereinafter called the SECOND PARTY.

Whereas the First Party is in possession of RCC building at Venkatachalam, Nellore and decided to let out to the Second Party for running Rural Health Centre belong to Narayana Medical College as a part of academic training programme conducted by the Second Party on the following terms and conditions.



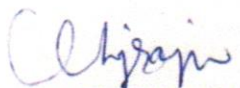
Signature of Dr. S. P. Rao, Second Party, with a stamp of Narayana Medical College, Chinthareddy Palem, Nellore-3.

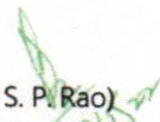
Principal
SREE NARAYANA NURSING COLLEGE
Chinthareddy Palem,
NELLORE-524 002

THIS MOU WITNESSETH AS UNDER:


1. The term of the lease deed is extended for another period of 03 years from 01.05.2022 to 30.04.2025.
2. The term is extendable for a further period on mutual understanding.
3. The building is let out on free of rent.
4. The Second Party is not entitled to sub lease the premises.
5. The Second party is responsible for the regular maintenance of the leased out premises and in case of any damage to the building the Second party is liable to make good of the same.
6. The Second Party shall bear the electricity and water consumption charges and nay taxed to local authority.
7. The Second Party shall vacate the premises on expiry of lease period and hand over the same to the First Party in good condition.
8. In case either party desires to terminate the MOU before the expiry of term, two months' notice shall be given to other party.
9. The First Party shall not disturb the peaceful possession and enjoyment of the premises by the Second Party during the term of this MOU.

IN WITNESS WHEREOF THE ABOVE NAMED PARTIES HAVE SIGNED HEREUNDER THE DAY, MONTH, AND YEAR FIRST ABOVE WRITTEN.


(CH. JANARDHAN RAJU)
FIRST PARTY


(Dr. S. P. Rao)
SECOND PARTY
DEAN
Narayana Medical College
Chinthareddypalem, Nellore-3.




Principal
SREE NARAYANA NURSING COLLEGE
Chinthareddypalem,
NELLORE-524 002



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

BV 690047

No. 5849 Date 16-10-2017

(8/00)-

Sold To Narayana Educational Society Rep. by Secretary
Sri R. Koteswara Rao S/o. Audiseshaiyah R. Nellore

G. VENKATESWARLU
D.No. 24/3/246, Sujathamma Colony,
Podalakur Road, Nellore Town.
L.No. 0917001/2017/2019
Cell : 8978645737

LEASE AGREEMENT

This **LEASE AGREEMENT** is made and executed on this 16th day of October, 2017 at Nellore by and between:

SMT. P. RAMA DEVI, W/o. P. Narayana, aged about 51 years, residents of D.No.16-11-540, 1st Lane, Haranadha Puram, Nellore, SPSR Nellore District, Andhra Pradesh.

(Hereinafter referred to as '**LESSOR / LANDLORD**' which term shall mean and include all her legal heirs, legal representatives, successors, executors, attorneys, agents, assignees and administrators etc.,) of the one part.

AND

M/s. NARAYANA EDUCATIONAL SOCIETY, Harnathapuram, Nellore represented by its Secretary **SRI R. KOTESWARA RAO**, S/o. R. Audiseshaiyah, aged about 79 years, presently residing at D.No.8-163, Mythri Nagar, Kanuru, Vijayawada, A.P.

For Narayana Educational Society

Authorized Signatory



Principal
SREE NARAYANA NURSING COLLEGE
Chinthareddypalem,
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(Hereinafter referred to as '**LESSEE / TENANT**' which term shall mean and include all its Successors-in-interest, legal representatives, executors, attorneys, agents, assignees and administrators etc.,) of the other part.

WHEREAS

- A. The Lessor is the lawful owner and is in possession of the lease hold premises with built up area admeasuring 3,142 Sq.ft., situated at AC Nagar, Nellore more particularly described in the Schedule hereunder written (hereinafter referred to as "**the Said Premises**"). Thus the Lessor is entitled to let-out the said premises/land.
- B. The Lessee has approached the Lessor for lease of the Said Premises for the purpose of running an Urban Health Centre/Hospital by Narayana Medical College, Nellore, Established and Managed by the Lessee for a period of 20 years commencing from 01-07-2017 to 30-06-2037 for a monthly rent of Rs.31,420/-. The Lessor agreed and allowed the Lessee to use and occupy the Said Premises on lease basis for the purpose of running its Urban Health Centre/Hospital by Narayana Medical College, Nellore, upon the terms and conditions hereinafter contained.

NOW THIS LEASE AGREEMENT WITNESSETH AS FOLLOWS:

1. The Lessor hereby declares that she is the owner and possessor of the said premises which is more fully described in the schedule mentioned hereunder and the same is free from all encumbrances, charges, liens / litigations etc.
2. That in pursuance of the this agreement and in consideration of the rent herein reserved the Lessor do hereby agrees to transfer by way of lease on 01-07-2017, all that its part and parcel of the scheduled property unto the Lessee to hold the same till the subsistence of the lease on the following terms and conditions. The rent will be paid only for the actual available / constructed plinth area under utility.
3. The term of lease is for a period of 20 (Twenty) years. The lease period will commence from 01-07-2017 to 30-06-2037. The lease shall be renewed at the option of the Lessor and the Lessee for further period from time to time on mutually agreed terms and conditions by means of separate lease agreement otherwise the lease will be terminated by efflux of time.
4. The Lease shall be terminable by either party by giving 6 (Six) months advance written notice to the other Party or otherwise by mutual consent of the both parties.

For Narayana Educational Society



Authorized Signatory

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5. THAT THE LESSOR COVENANTS WITH THE LESSEE AS FOLLOWS:

- 5.1 That the Lessor agreed to provide required number of internal partitions, toilets, flooring, water, electricity etc., as per the requirements of the Lessee.
- 5.2 That the Lessor shall be liable to pay the Property Tax and all other Municipal Taxes and Statutory Taxes levied by the Municipal Corporation / Panchayat or local authority in respect of the leased premises. The GST shall be borne by the Lessee.
- 5.3 That the Lessor agrees to undertake the responsibility of colouring/painting or doing major repairs, required for the demised premises once in two years in order to keep it in good state.
- 5.4 During the subsistence of the lease and the renewed term, the Lessor shall ensure that the schedule premises shall have continuous water supply to the schedule premises at all time.
- 5.5 That the Lessor has agreed to provide the required Electrical power load, Municipal drinking water, proper drainage system/connections and Fire extinguishers to the building at her own cost. The Lessor also agrees to provide separate electrical transformer, if required, at her own cost.
- 5.6 That the Lessor shall provide electrical wiring for the entire building including all the rooms, bath rooms, passages, corridors, staircase cellar and terrace.

6. THAT THE LESSEE COVENANTS WITH THE LESSOR AS FOLLOWS:

- 6.1 That the Lessee hereby agrees to use the said premises for the purpose of running a Urban Health Centre/Hospital by Narayana Medical College, Nellore, and not for any other purpose. The Lessee is not entitled to sublet the leased premises to any third party without written permission of the Lessor.
- 6.2 The Lessee shall have a right to alter the building according to the convenience without affecting the utility and the life of the building with the prior written approval of the Lessor.
- 6.3 That the Lessee has agreed to pay a monthly rent of Rs.31,420/- (Rupees Thirty One Thousand Four Hundred and Twenty only) subject to deduction of TDS as per Income Tax laws, by way of RTGS / NEFT on or before 10th day of every English calendar month and the TDS certificate in Form-16A of the IT Act will be issued once in a year. The Lessee's liability to pay rent to the Lessor will commence from 01-07-2017. The rent will be paid in proportion to the occupied plinth area of the premises. The common areas like Parking, open land, staircase, O.T.S and lifts, will not be considered for the calculation of the rent. However, the Lessee shall have right to utilize the space / area along with the building.

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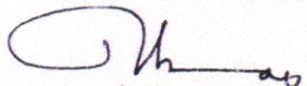
Narayana Educational Society,

Authorised Signatory

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- 6.4 That the Lessee agrees to enhance the rent at the rate of 10% for every two years on existing rent. The Lessee also agrees to bear GST as per statutory requirement from time to time.
- 6.5 That the Lessee shall pay the monthly / regularly consumption charges of the water and electricity as per the meter readings and the bills issued by the competent authorities during the tenancy period.
- 6.6 That the cost of the minor repairs shall be borne by the Lessee. The Lessee is not responsible for structural defect because of natural calamities like earthquake, hurricanes, riots, fire ablaze etc.
- 7 That the Registration Charges whatsoever required to get the lease deed registered for any/all purposes with Sub-Registrar or District Registrar shall be borne by both the parties equally.
- 8 In the event of any portion of the leased premises being taken away / acquired for the set-back or for the road widening purposes or otherwise by the statutory authorities the Lessee shall not be entitled to claim any compensation or any other claim whatsoever for any such action from the Lessor's property. However, the lease rentals of the premises shall be reduced as per the available plinth area with immediate effect.
- 9 If the Lessor at any time during the term of the lease sell assign and / or otherwise transfer her rights in the schedule premises in favour of any third party, the Lessee shall be attorned as the Lessee of such Transferee/s (the New Owner/s) on the same terms and conditions as are contained herein. An agreement shall be executed between the Lessor, Lessee and the New Owner/s confirming that the Lessor has paid and transferred the full security deposit to the New Owner/s. Such New Owner/s shall thereafter be liable to the Lessee for the refund of the security deposit, and obligations as per the terms of this deed.
- 10 This agreement is subject to arbitration as per the Indian Arbitration and Conciliation Act, 1996 and all disputes regarding this lease agreement shall be subjected to concerned Jurisdiction only.
- 11 The option of adding or amending certain clauses in the lease agreement is permissible to both the parties after mutual consent only during the course of time.


For Narayana Educational Socie.


Authorized Signatory



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SCHEDULE OF PROPERTY:

All that the Premises situated in Plot No. 182 consists 43 Ank. and 43 Sft at AC Nagar, Nellore, with built up area of 3,142 Sq.ft., (G+1) is bounded by:

EAST : Layout Road
WEST : Plot No. 181
SOUTH : Plot No. 190
NORTH : Layout Road

IN WITNESS WHEREOF the Lessor and Lessee have signed this Lease Agreement at their free will and consent with sound mind, without any force or coercion. Having read the above contents and having understood, they have affixed their hand seals and their signatures on this Lease Agreement on the day, month and year of the first mentioned above in the presence of the undersigned witnesses.



(P. Ramadevi)
LESSOR

For NARAYANA EDUCATIONAL SOCIETY



(R. Koteswara Rao)
SECRETARY
LESSEE

WITNESSES:

1.

2.



Principal
SREE NARAYANA NURSING COLLEGE
Chinthareddypalem,
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