

DRAFT AGREEMENT TO LEASE
(National Day School)

THIS AGREEMENT FOR LEASE OF LAND (“ Agreement”) made at _____ on the _____ between **Andhra Pradesh Capital Region Development Authority**, Vijayawada, constituted under the APCRDA Act, 2014 having its registered office at Lenin Centre , Vijayawada and represented by its _____, Mr. _____ son of _____ aged _____ years, resident of _____ (hereinafter referred to as the “LESSOR” which expression, unless repugnant to the context or meaning thereof, will include its successors and assigns).

AND

For Partnership concern

M/s. _____, a unregistered partnership concern <as per partnership Deed dated _____> or a partnership concern registered under Partnership Act, 1932 with the Registrar of Firms, <Mention Area> vide No. _____ carrying the business at < office_> and represented by its Managing Partner, Sri./ Smt. _____ S/o or W/o. __, Age: _ years, R/o _____ in co-partnership with the following partners:

i) Sri _____ Son of / wife of _____ aged about _____ R/o _____;

ii) Sri _____ Son of / wife of _____ aged about _____ R/o _____;

OR

For Private limited concern

M/s. _____ a company/Trust/Society incorporated under the Companies Act 1956/Companies Act, 2013/Trust/Society registered under respective Centre and State Acts and having its registered office at _____ and represented by its Authorised Signatory Sri./Smt. _____ S/o or W/o _____, Age _____ years, R/o _____ as per the Resolution passed by the Board of Directors Dt. _____,

(Hereinafter referred to as the '**Intending LESSEE**', which expression unless repugnant to the context or meaning thereof, shall include its successors and assigns).

(Wherever the context so requires, the **LESSOR** and the Intending **LESSEE** shall be collectively referred to as the '**Parties**' and individually as the '**Party**')

WITNESSETH:

WHEREAS the **LESSOR**, Andhra Pradesh Capital Region Development Authority (APCRDA) was established in the year 2014 under the Andhra Pradesh Capital Region Development Authority (APCRDA) Act, 2014 for the purpose of development of the capital city of Amaravati.

AND WHEREAS, APCRDA/**LESSOR** has acquired land in the capital city of Amaravati from various owners and guided by the objectives of revenue maximization; economic development; social development; and the infrastructure development or any combination of the foregoing objectives, has framed the rules, regulations and standing orders for the allotment of the acquired lands for the purpose of development of the capital city of Amaravati.

AND WHEREAS the Intending **LESSEE** being the winning bidder and whose bid proposal has qualified through open tender for allotment of land on lease hold basis in the capital city of Amaravati for the purpose of promoting primary and secondary education in the capital city of Amaravati for the proposed project i.e., **_ National Day School in Amaravati _** (hereinafter referred to as "**the Project**").

AND WHEREAS the **LESSOR** upon the due examination and consideration of the application of the Intending **LESSEE**, has allotted the Plot No.....measuring an extent of Acres equivalent to Sq.Mts in Sy.Nos. _____ of _____ Village, _____ Mandal, _____ District in the State of Andhra Pradesh ("Schedule Property") which is more fully described in the scheduled hereunder, as per its office Lr. No. _____, dated _____, ("**Allotment Letter**") on lease hold basis for the Lease Period (defined hereafter).

AND WHEREAS the vacant possession of the Schedule Property will be delivered to the Intending **LESSEE** for purpose of promoting primary and secondary education in the capital city of Amaravati in accordance with provisions of the Amaravati Land Allotment Policy - Rules, Regulations and Standing Orders 2016 on execution of this Agreement to Lease;

AND WHEREAS, the **LESSOR** having acquired the rights under the Land Pooling Scheme as per the APCRDA Act, 2014 and having absolute possession and power to lease the Schedule Property, is executing this Agreement to Lease in favour of the Intending **LESSEE** (defined hereinafter) in accordance with the provisions of the Allotment Letter and on the terms and conditions herein contained.

AND WHEREAS the Intending **LESSEE** has as a condition precedent to being placed in possession of the Schedule Property made the total payment of the Lease Premium fixed at ₹ _____ (Rupees _____ Only) at the rate of ₹ _____/- (Rupees _____ Only) Per Acre.

NOW THEREFORE IN CONSIDERATION OF THE ABOVE RECITALS AND IN PURSUANCE OF THE AFORESAID ALLOTMENT LETTER, THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED AND CONFIRMED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. GRANT OF LEASE

In consideration of the Lease Premium of Rs._____-/- (Rupees _____ only) paid, Lease Rent and other amounts to be payable by the Intending **LESSEE** as set out in this Agreement, the Lessor agrees to lease unto the Intending **LESSEE** all that piece and parcel of land measuring an extent of Acre _____ in Sy.Nos._____ situated at _____ Villages, _____ Mandal, Guntur District, Andhra Pradesh hereinafter referred to as the "**Schedule Property**" and more particularly described in the Schedule to this Agreement to Lease and on compliance by the Intending **LESSEE** with the terms and conditions.

2. LEASE PERIOD AND LEASE COMMENCEMENT

The term of the Lease shall be for 33 (Thirty Three) years and this term may be extended at the sole discretion of the Lessor up to two times, each for a period up to 33 years ("**Lease Period**"). The Lease Period shall commence from the date of Agreement to Lease.

3. PAYMENT OF LEASE RENT

The Intending **LESSEE** shall pay the annual lease rent at Rs._____/ - (Rupees _____ only) per Acre i.e., a total amount of Rs._____/ - (Rupees _____ only) for the Schedule Property.

Termination due to non-payment of Lease Rent

The Parties agree that if there is any failure on the part of the Intending **LESSEE** to pay the Lease Rental or any other charges as agreed or may be due under this Agreement, the same shall be construed as the breach of this Agreement to Lease and the **LESSOR** shall be entitled to terminate this Agreement to Lease and resume the land allotted by the **LESSOR** under this Agreement/Allotment Letter in accordance with the procedure set out in the Agreement. .

4. PURPOSE/PROJECT/USE:

4.1 The Parties agree that the Schedule Property has been allotted to the Intending **LESSEE** by the **LESSOR** for setting up of**National Day School in Amaravati.....** (“**the Project**” or “**the Purpose**” or “**the Use**”). The Intending **LESSEE** shall implement the said Project and commence commercial operations as laid down herein after.

4.2 Change in Use

The Intending **LESSEE** shall not change the use of the Schedule Property or the buildings thereon for any purpose other than the one prescribed in the Agreement to Lease, either fully or partly without the prior permission of the **LESSOR** in writing and without payment of prescribed additional Lease Premium and other charges as may be determined by the **LESSOR** from time to time.

4.3 The Intending **LESSEE** undertakes that as and when the Schedule Property is no longer required by the Intending **LESSEE** for the aforesaid Project/Purpose, the Intending **LESSEE** shall forthwith relinquish and surrender the land in favour of the **LESSOR**, and in the event of such surrender, the **LESSOR** is not obligated to refund the cost of the Schedule Property paid by the Intending **LESSEE**. In the event of cancellation/ resumption of the Schedule Property allotted/leased, the payments

made by the Intending **LESSEE** shall stand forfeited, including the EMD amount, towards the use and occupation of the Schedule Property. However the **LESSOR** may, at its option, consider the refund of the amounts paid by the Intending **LESSEE** subject to the deductions and other terms and conditions.

4.4 The amounts paid towards process fee, penalties and surcharges shall not be refunded to the Intending **LESSEE**.

4.5 All charges in respect of water, power, drainage, sewage disposal, street lighting and other utilities, property tax and concerned taxes will be paid to and settled by the Intending Lessee with the concerned authorities

4.6 If there are any buildings whether constructed or not by the Intending **LESSEE** on the land in the Schedule Property, the **LESSOR** may at its option either refund the cost as assessed by it after the assessed cost is collected from the incoming party or otherwise direct the Intending **LESSEE** to remove the buildings at their cost within such time as may be allowed by the **LESSOR**.

4.7 The Parties agree that no amounts whatsoever shall be refundable on the termination/surrender/expiry of the Lease Period and no ownership rights, title, interest whatsoever on/into the Schedule Property shall ever be deemed to have been created in the Intending **LESSEE** at any point of time by virtue of this Agreement to Lease.

5. PERIOD OF CONSTRUCTION/DEVELOPMENT

5.1 Total period for development is **four years** from the date of execution of this Agreement.

5.2 The Intending LESSEE shall be allowed to develop the entire project in not more than **three phases**. For each Phase the following milestone shall be observed:

First Phase:

- a. Apply and obtain the **Building Permission** within **three months** from the date of this Agreement
- b. **Plinth Completion:** Within **six months** from the date of Building Permission
- c. Completion Certificate and **commencement of Operations:** Within **nine months** from the date of Plinth Completion

Second and Third Phase:

Winning Bidder must apply/obtain the Occupancy/Completion Certificates and commence all classes in second and third phases within four years from the date of this Agreement.

5.3 EXTENSION OF THE DEVELOPMENT/CONSTRUCTION PERIOD

5.3.1 The Intending **LESSEE** is bound to develop the entire Project within four years. The **LESSOR** at its sole discretion, beyond four years, may allow the extension charging the **additional premium** as follows:

- a. For year one – 10%
- b. For year two – 10%

The percentage above shall be of the lease premium paid or the reserve price for the use/location, whichever is higher.

5.3.2 The abovementioned additional lease premium shall be cumulative, for illustration if the extension is sought for one year the additional premium shall be 10%, for two years it will be 20%. However, the Intending **LESSEE** agrees that notwithstanding the number of years mentioned in the foregoing paras, it is not obligatory for the **LESSOR** to grant an extension for the maximum number of years as mentioned in Clause 5.3.1 of this Agreement to Lease.

5.3.3 In the event of failure of the Intending **LESSEE** to complete, the development/construction of the Project on the land under allotment within four years or in the extended period, the **LESSOR** shall be entitled to terminate the Agreement and the process for resumption of the Schedule Property shall be commenced by the **LESSOR** as per the relevant provisions in the Amaravati Land Allotment Rules, 2016 and/or Regulations and/or in the standing order(s).

5.3.4 Notwithstanding the provisions in clauses 5.3.1, 5.3.2 and 5.3.3 above, extension in development period, may be given by the **LESSOR** without charging the additional premium, at its discretion, only on the following grounds:

- a. The Schedule Property being not accessible due to lack of access from at least one of the roads. It is clarified that not having any other infrastructure such as storm water drain, water supply, shall not be a reason for grant of extension without additional premium.

- b. The Schedule Property did not have access to power (electricity) within a distance of 250 meters from its boundaries.
- c. Work/construction was held up due to injunction/stay orders from the Court/s in general or in this specific case.

5.3.5 The Intending **LESSEE** understands and agrees that the period involved in the above clauses 5.3.4, shall be calculated on the basis of actual period of delay and the extension, if any, only for such proportionate period of delay will be without payment of additional lease premium.

5.3.6 Notwithstanding anything contained in the above clauses, if the delay occurs due to happening of 'the Force Majeure' events of natural calamity such as earthquake, flood or because of the events beyond the control of the Intending **LESSEE** such as war, fire, etc, the construction period may be extended by the **LESSOR** for the appropriate period determined by the **LESSOR**.

6. Additional FSI

If any additional FSI is available for the Schedule Property or for the use for which the land is leased as on the date of Agreement to Lease or if the same becomes available after the execution of the Agreement to Lease or the Lease Deed, the Intending **LESSEE** may use the same with prior permission of the **LESSOR** subject to payment of additional lease premium and other charges as may be determined by the **LESSOR** from time to time.

7. The Parties agree that this "**Agreement To Lease**" is being given to the Intending **LESSEE** for implementation of the Project only and for no other purpose whatsoever.

8. NO OWNERSHIP RIGHT

8.1 The Lease of the Schedule Property shall at no point create any ownership rights in favour of the Intending **LESSEE** by virtue of execution of this Agreement or the Lease Deed or any other incidental or ancillary agreements thereto.

9. SUB LEASE AND ASSIGNMENT

9.1 The Intending **LESSEE** shall not, except as provided in Clause 10, directly or indirectly sell, assign, mortgage, sublet or underlet, or otherwise transfer fully or in part, the Project or the Schedule Property or its interests therein or transfer the possession of the Schedule Property either wholly or partially, to any Person (legal or natural) during the subsistence of Agreement to Lease. However, the Intending **LESSEE** shall be entitled to sublease or assign its **leasehold interest** in the Schedule Property upon obtaining prior consent in writing from the **LESSOR** and upon compliance of the following conditions to the satisfaction of the **LESSOR**:

- a.** Intending **LESSEE** shall pay to the **LESSOR** the transfer charges, as may be determined by the **LESSOR** from time to time.
- b.** Intending **LESSEE** shall ensure that the transferee/sub-lessee/assignee executes the necessary documentation including but not limited to a deed of adherence undertaking to perform all the obligations under the Lease Deed including the covenants for utilization of land in the Schedule Property solely for the purpose for which it is allotted by the **LESSOR** to the original LESSEE.
- c.** The assignee or sub-lessee shall have at least the same qualifications as prescribed by the **LESSOR** vis-à-vis the original Intending **LESSEE**.

9.2 The Intending **LESSEE** shall abide with the Amaravati Land Allotment Policy - Rules, Regulations and Standing Orders 2016 and also abide by any other terms & conditions as may be communicated by the **LESSOR** from time to time. In case any question/doubt arises on the allotment under this Agreement, the decision of the **LESSOR** shall be final and binding on the Intending **LESSEE**.

10. MORTGAGE/FINANCIAL ASSISTANCE

10.1 The Intending **LESSEE** may create charge or mortgage the leasehold rights and the construction there on, but not on Schedule Property, for the limited purpose of raising loan from Nationalized /Scheduled Banks, or other lending Institutes notified by the APCRDA, subject to the condition that such amount shall be utilized for the purpose of development of the Schedule Property. However, all such mortgages,

charges or encumbrances shall be subject to the rights of the LESSOR under this Agreement and any modification or amendment thereto for the time being in force.

10.2 The LESSOR may prescribe such other conditions for mortgage of the Schedule Property, in whole or in part by the Intending LESSEE, as per the Amaravati Land Allotment Rules and regulations and Standing Orders issued from time to time.

10.3 The Intending LESSEE undertakes to inform the LESSOR the details of finance(s) raised on the security of the Schedule Property from time to time till the loan(s) is/are repaid to the financial agencies/lenders by the Intending LESSEE. It shall be mandatory for the LESSEE to ensure that the financial agency/bank/lender which finances to the Intending LESSEE on the security of the Schedule property, shall inform the LESSOR the details of finance(s) from time to time till the loan(s) is/are repaid by the LESSEE and also comply the terms & conditions of NOC, if any, issued by the LESSOR on the request of the Intending LESSEE and the Banker / Financing agency, above stated. The LESSEE shall obtain written permission of the LESSOR before subjecting the Schedule Property to any mortgage or encumbrances whatsoever.

10.4 The Intending LESSEE/LESSEE undertakes and agrees to pay/refund the LESSOR any further amount or dues as may be notified by the LESSOR, in case the LESSOR is finally obliged to pay any higher sum towards development charges and payment of enhanced compensation towards the cost of acquisition of the land / enhancement in the cost of the land under the said Development Agreements, during the Lease Period or its renewal thereof, without any demur or protest by the Intending LESSEE/LESSEE.

11. CONDITIONS FOR EXECUTION OF LEASE DEED

11.1 The Intending LESSEE understands and agrees that only on the implementation of the Project as per the Provisions of the Development attached with this document (Annexure I) by the Intending LESSEE and commencement of commercial operations as per the Project envisaged on the Schedule Property, the Lease Deed shall be executed and registered in the name of the Intending LESSEE in accordance with the other terms and conditions enumerated hereafter in this Agreement. After execution of the Lease Deed, the possession of the Intending LESSEE shall be confirmed by issuing a confirmation certificate in the prescribed format by the LESSOR.

11.2 As soon as the Occupancy Certificate is received by the Intending **LESSEE** from the **LESSOR**, the Intending **LESSEE** shall apply to the **LESSOR** for execution of the Lease Deed. The **LESSOR** shall grant the Lease of the Schedule Property and the buildings thereon or execute the Lease Deed, if the Intending **LESSEE** has observed all the terms and conditions of the Agreement to Lease without any breach or default.

11.3 Detailed specifications about the physical facilities to be created, minimum operational criteria and other standards to be maintained by the intending Lessee are given in Schedule to this Agreement To Lease and the same shall be adhered to by the Intending Lessee.

12. GENERAL TERMS AND CONDITIONS OF LEASE

12.1 The Lease Deed shall be executed by the **LESSOR** upon fulfilment of terms and conditions in this Agreement or as may be prescribed by the **LESSOR** from time to time including the following general terms and conditions:

- i)** Intending **LESSEE** during the lease period, shall pay all the rates, taxes, and other charges due and becoming due in respect of the Schedule Property;
- ii)** Whenever any of the charges recoverable under (i) above or the Lease Rent, falls into arrears, the **LESSOR** shall be entitled to recover the same as '**Arrears of Land Revenue**', as per the procedure laid down in Andhra Pradesh Revenue Recovery Act, 1864.
- iii)** The Intending **LESSEE** shall pay all costs and expenses, incidental to the preparation, execution and registration of all deeds or instruments of lease including the stamp duty and registration charges prescribed under the G.O.Ms No. 408 (issued by the Revenue department of Andhra Pradesh), the Indian Stamp Act, 1899 and Andhra Pradesh Rules under the Registration Act, 1908.
- iv)** **Notice of demand:** Any letter or notice sent by the **LESSOR** through the Registered Post with acknowledgment due or through the Electronic Post (E Mail) to the Intending **LESSEE** at the address or E-Mail Address with read receipt requested given in the Agreement to Lease shall be deemed to have been legally delivered and served upon the Intending **LESSEE**.
- v)** **Preference in employment:** Intending **LESSEE** shall give preference to the local, displaced persons in employment in the labor and semi-skilled

categories in its Project, provided they satisfy the prescribed qualifications.

- vi) **Payment of Service Charges:** The Intending **LESSEE** shall pay to the **LESSOR** the service charges as determined by the **LESSOR** from time to time, towards the cost of establishing and maintaining civic amenities such as roads, water, drainage, sewage, solid waste collection and management etc. This service charge shall be payable to the local body as and when the same is so authorized or is newly created in the area/local area in which the Schedule Property is situated.
- vii) Intending **LESSEE** shall obtain necessary clearances including the environmental clearances, if applicable, etc. from the State/Government of India Authorities
- viii) Intending **LESSEE/LESSEE** shall be liable to pay service tax or any other tax in form of Service Tax.

12.2 Change in Constitution:

12.2.1 The Intending **LESSEE** may be permitted to change its constitution subject to the condition that the shareholders/members of the Intending **LESSEE** shall hold not less than fifty one (51) % of the equity in case of a Company or fifty one (51) % share in the profit and loss of the partnership firm in the event the Intending Lessee being a Company or a Partnership Firm, and subject to the condition that the intending lessee has **majority** in the proposed Trust or Society in the event of the intending lessee being a Trust or Society.

S. No	Original LESSEE	Converts into a LESSEE in whose name the allotment is to be transferred
1	Proprietor/Individual	1) Other proprietary firm 2) Partnership Firm 3) Company (under the Companies Act) 4) LLP
2	Partnership	1) Company (under the Companies Act) 2) LLP
3	Company under the Companies Act and/or LLP	1) Special Purpose Company 2) Any Other Company
4	Company under the Companies Act	Transfer of allotment to subsidiary/holding/associated companies

12.2.2 It is clarified that transfer of the leasehold interest in the allotted land shall mean and include the transfer of share or shares in the Company/Co-operative Society/Limited Liability Partnership/Partnership Firm and reconstitution of the Trustees in case of a Trust.

13. COVENANTS AND UNDERTAKINGS OF THE INTENDING LESSEE

13.1 The Intending **LESSEE** shall use the Schedule Property for [**National Day School in Amaravati**]. The Intending **LESSEE** hereby agrees that they shall not put up any structure or building otherwise than as per the approved plans and the **Detailed Project Report (DPR)**, which shall be prepared and submitted to the **LESSOR** upon the receipt of the **Letter of Intent**. Any changes in the **DPR** shall be done with prior approval of the **LESSOR**. The Intending **LESSEE** expressly agrees and undertakes that the Schedule Property shall be utilized exclusively only for the Purpose set-forth herein and initially mentioned in the Letter of Intent and that no change shall be made without the written sanction of the **LESSOR**.

13.2 The Intending **LESSEE** undertakes and covenants to keep the buildings and all additions, there to and boundary walls thereof and the drains, soil and other pipes and sanitary and water apparatus and appurtenances thereof in good and running condition during the Lease Period.

13.3 The Intending **LESSEE** agrees not to make or permit any alterations or additions to the approved building including digging any open wells/sinking a bore well or excavating sub-soil for any other purpose other than the Project without obtaining the previous consent/permission in writing of the **LESSOR** or cause any injury to the walls and fittings thereof in the Schedule Property.

13.4 The Intending **LESSEE** agrees not to permit any lease by auction upon the premises whether in whole or in part or suffer the premises in the Schedule Property to be used in such a way as to cause nuisance or annoyance or inconvenience to the neighbors/occupiers of the area adjoining the Schedule Property.

13.5 The Intending **LESSEE** agrees to permit the **LESSOR's** authorized representatives or their agents or officers, supervisors with or without workmen at

all reasonable times to enter upon the premises in the Schedule Property to view the conditions thereof upon reasonable notice given by the **LESSOR** to effect repairs in accordance with such notice at the cost of the Intending **LESSEE**.

13.6 The Intending **LESSEE** agrees not to transfer or change the ownership/constitution of the nature of the business relating to the Schedule Property, whether in whole or in part without obtaining specific permission in writing of the **LESSOR**.

13.7 The Intending **LESSEE** agrees to allow the **LESSOR** to recover the amounts due to it under this Agreement in any way recoverable by it from the Intending **LESSEE** as per applicable law in force at the time without prejudice to the rights of the financing agency/lender.

13.8 The Intending **LESSEE** understands that the **LESSOR** is competent to enforce the compliance of the terms of the Lease and this Agreement with all the rules, regulations and the provisions of any other Act in force including but not limited to the APCRDA Act, 2014 and the Rules, Regulations and standing orders thereunder, whether in respect of the implementation of the Project or for any purpose connected therewith and the Intending **LESSEE** shall be responsible for compliance of the aforesaid at their costs with all instructions issued by the **LESSOR** from time to time in this regard.

13.9 The Intending **LESSEE** understands and covenants that the **LESSOR** or their personnel engaged by them will have reasonable access to all common services and common facilities provided in the Schedule Property.

13.10 The Intending **LESSEE** understands that the Lease Deed shall be executed by the **LESSOR** in favour of the Intending **LESSEE** on the fulfillment of the terms and conditions under this Agreement, including, but not limited to payment of all the dues to the **LESSOR** with interest including penalties, maintenance charges, water charges, property taxes as stipulated from time to time by the **LESSOR** and after commencement of commercial operations.

13.11 The Intending **LESSEE** agrees that the property tax, advertisement tax, fee for building permits, permissions for installation of plant and machinery etc.,

shall be paid to the authority as may be notified by the Government or as may be informed by the **LESSOR**.

13.12 The Intending **LESSEE** agrees that the Intending **LESSEE** shall abide by any other conditions as may be imposed in course of time during the Lease Period or its renewal term/s, if any, by the **LESSOR**. All the costs and expenses of and incidental to the preparation, execution and registration of this Agreement to Lease shall be paid by the Intending **LESSEE**.

14. GROUNDS FOR TERMINATION

14.1 Including but not limited to the below mentioned circumstances, the **LESSOR** may determine the Lease if:

- a.** The Intending **LESSEE** is unable to use the land at any point in time during the tenure of the Lease, as prescribed under the Agreement to Lease / Lease Deed including the Intending **LESSEE's** failure to achieve implementation milestones.
- b.** The Intending **LESSEE** fails to pay the Lease Rent or other charges/dues to the **LESSOR** or the Government as agreed in the Agreement to Lease/Lease Deed.
- c.** The Intending **LESSEE** sells, assigns, sublets, underlets or in any other manner either parts with its lease hold rights in the Schedule Property including the sale or attempt to sell the plot of land in Schedule Property fully or partly, at any point in time during the tenure of the lease, without obtaining necessary permission in writing from the **LESSOR**.
- d.** Fails to obtain (except for force majeure circumstances) the building permission, commence and/or complete the construction of the buildings structures or is otherwise unable to take possession of the land, or achieve the milestones in terms of the Agreement to Lease. .
- e.** Fails to observe and perform in accordance with the terms and conditions of the Agreement to Lease and/or the permit(s).
- f.** Fails to carry out the construction on the Schedule Property with utmost care, diligence and in accordance with the best industry practices.
- g.** Changes the ownership during the lock-in period as mentioned in the RFP, in case of a consortium.

14.2 Non Compliance

Any non-compliance with the terms and conditions of the Agreement to Lease shall be a breach of this Agreement and the **LESSOR** is thereby entitled to terminate this Agreement and resume the possession of the Schedule Property in accordance with the procedure set out in the Amaravati Land Allotment Policy - Rules, Regulations and Standing Orders 2016 in this regard.

14.3 Notice Of Termination

14.3.1 The **LESSOR** on ascertaining through its implementation and monitoring systems any breach of condition of this Agreement/Lease Deed shall issue a notice to the Intending **LESSEE** to rectify the breach within a period of thirty (30) days from the date of the notice, to the satisfaction of the **LESSOR**.

14.3.2 If the breach is not rectified in the given period, a final order of termination shall be issued by the **LESSOR** clearly indicating the date & time for redelivery of possession of the Schedule Property by the Intending **LESSEE** in favour of the **LESSOR**. Where such re-delivery of possession is not effected by the Intending **LESSEE**, then the Intending **LESSEE** shall be treated as an encroacher and shall be dealt with as per the applicable law in that regard.

14.4 CONSEQUENCES OF EARLY TERMINATION /EXPIRY

14.4.1 The Intending **LESSEE** shall upon expiry or early determination of the Agreement to Lease/Lease Deed in accordance with the Agreement to Lease/Lease Deed, hand over the vacant and peaceful possession of the Schedule Property in as good a condition as it was handed over to the Intending **LESSEE**, except for the normal wear and tear.

14.4.2 The Intending **LESSEE** agrees and understands that if the possession of the Schedule Property as above is not given by the Intending **LESSEE**, the **LESSOR** shall be entitled to approach the appropriate authority /Court for the resumption of possession of the Schedule Property and any structures thereon, under the laws in force.

15. GOVERNING LAW AND JURISDICTION:

The validity, construction and performance of this Agreement shall be construed and the legal relations between the Parties hereto shall be determined and governed in accordance with Indian law and shall be subject to the exclusive jurisdiction of the courts at Vijayawada.

16. INDEMNITY:

The Intending **LESSEE** shall be liable for and indemnify and hold the **LESSOR** harmless against all actions, claims/demands, damages, losses and expenses that may arise from the breach of any of the terms and conditions of this Agreement to Lease or Lease Deed by the Intending **LESSEE** or for any default of the Intending **LESSEE** in the Implementation of the Project or for any damage or loss caused due to the willful misconduct or negligence of the Intending **LESSEE** or its employees, its agents, visitors of the Intending **LESSEE**. It is clarified that the indemnity provisions shall survive the Lease Period including any renewals thereof, expiry or early determination/termination of this Agreement or the Lease Deed.

17. NOTICE

17.1 Save as otherwise specifically provided in this Agreement, any notice, demand or other communication to be served under this Agreement may be served upon any Party hereto only by registered / speed post acknowledgement due or delivering the same by courier or sending the same by email with read receipt requested /facsimile transmission to the Party to be served at its address below, or facsimile number given below, or at such other address or number as it may from time to time notify in writing to the other Party hereto.

<u>S. No.</u>	<u>Name of the Party</u>	<u>Address</u>
1.	_____	_____ _____
2.	_____	_____

17.2 A notice or demand served by registered/speed post acknowledgement due or courier shall be deemed duly served 48 (forty eight) hours after posting and a notice or demand sent by facsimile / e-mail transmission shall be deemed to have been served at the time of transmission and in proving service of the same it will be sufficient to prove, in the case of a letter, that such letter was sent properly by registered post, addressed and placed in the post and in the case of a facsimile transmission, that such facsimile was duly transmitted to a current facsimile number of the addressee at the address referred to above and in case of e-mail, upon receiving a delivery/sent message by the sender.

18. MISCELLANEOUS

18.1 Waiver

The failure of the **LESSOR** to enforce, in any one or more instances, performance of any of the terms, covenants or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder to the **LESSOR** or waiver of the future performance of any such term, covenant, or condition by the Intending **LESSEE**, and such failure shall in no way affect the validity of this Agreement or the rights and obligations of the Parties hereto.

18.2 Entire Agreement

This Agreement, the Letter of Intent and Bid documents and any corrigenda / addenda together constitute the entire agreement and understanding between the Parties in respect of this Lease till the execution of the Lease Deed and supersedes any and all prior negotiations, correspondence, Term Sheets/LOI, agreements, understandings, duties or obligations between the Parties in respect hereof. In the event of any conflict between the terms of this Agreement and Amaravati Land Allotment Policy - Rules, Regulations and Standing Orders 2016, the Amaravati Land Allotment Policy - Rules, Regulations and Standing Orders 2016 orders shall prevail, to the extent of such conflict. The order of prevalence is the Agreement to Lease, Letter of Intent followed by the Bid document and any corrigenda / addenda.

18.3 Severability

Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void in any jurisdiction shall, as to such

jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Agreement.

18.4 Authority

Each Party to this Agreement represents that it possesses full power and authority to enter into this Agreement and to perform its obligations hereunder and that the legal representative of each Party is fully authorised to sign this Agreement.

18.5 Survival

The provisions of Clause 13.4 and Clause 15 shall survive the termination or expiry of this Agreement.

18.6 Counterparts

This Agreement is executed in two counterparts, each of which shall be deemed an original and shall represent one and the same transaction.

18.7 Decision of LESSOR

In all the matters of doubts concerning and in respect of this indenture the decision of the **LESSOR** shall be final and binding on the Intending **LESSEE** and any default by the Intending **LESSEE** thereof shall be deemed to be a breach of the terms of this indenture resulting in termination of the Lease.\

19. IN WITNESS WHEREOF the seal of **LESSOR** and Intending **LESSEE**, both hereunto be affixed respectively and indenture executed for and on behalf of **LESSOR** represented by the Commissioner, Andhra Pradesh Capital Regional Development Authority and Intending **LESSEE** represented by its _____ Mr./Ms. _____ duly authorized vide its Board Resolution dated _____ hereunto set the hand on the day and year first above written.

MINIMUM DEVELOPMENT CONDITIONS

■ **General Guidelines**

- Following are the guidelines which govern the overall School development.
 - Global Floor Space Index (FSI) is restricted to 1.4. Global FSI in this regard means that the FSI that can be built shall be 1.4 times of the total plot area irrespective of the area left for Roads, Open Spaces, Playgrounds etc within the plot.
 - 75% full FSI of the plot should be developed within 4(Four) years of execution of Agreement to Lease.

■ **Development Stages**

- The complete infrastructure can be developed in not more than 3 phases as follows
 - Phase 1 : Within 18 months from the date of Agreement to Lease
 - Phase 2 and Phase 3: Within 4 years of the date of the Agreement to Lease.
 - Intra-phase milestones as laid down in this agreement and/or the Amaravati Land Allotment Policy documents shall be followed
 - Physical infrastructure targets including buildings, roads, playgrounds etc., shall be as per follows:
 - Phase 1: 30,000 sq ft of Built Up area
 - Phase 2 and Phase 3: Combined development of the balance built up area and facilities

■ **Sports and other Infrastructure Facilities**

- School shall keep 50% of the allotted plot for open use activities like outdoor sports activities etc.
- 100% full FSI of the plot should be developed within 4(Four) years of date of Agreement to Lease.
- Availability of minimum 3 outdoor sports and games facilities and minimum 3 indoor sports and games facilities within 4 (Four) years of date of Agreement to Lease.
- School should have a well-built library and facilities for group discussions, individual learning and online tool access. Number of titles per student should be minimum 7.5

■ **Academic Requirements**

- Enrolment into the School must commence from the academic session of 2018.
- School shall obtain the CBSE/CISCE/AP Board affiliation within first 4 (Four) years from date of Agreement to Lease.

SCHEDULE PROPERTY

District : Mandal:
Village : Panchayat:, _____

**Plot No._____ measuring _____ Acres equivalent to _____ Sq.Meters
in Sy.Nos._____ situated at_____ Village, _____Mandal,
_____District, Andhra Pradesh and bounded by:**

NORTH : ___
SOUTH : ___
EAST : ___
WEST : ___

For and on behalf of **LESSOR**

Witnesses: stamp / seal

1)

2)

For and on behalf of Intending **LESSEE**

Witnesses: stamp / seal

1)

2)