



தமிழ்நாடு தமிழ்நாடு TAMILNADU 350/-
16.11.2021

PONNAGANTI BALAJI

BHARATI KUMAR

ANDHRA PRADESH

BC 884671

மு.சம்பத்

முத்திரைத்தாள் விநியோகம்
கவரைத்தெரு,
திருச்செங்குன்றம்-603109
R.Dis.No: 11625/89

PROPERTY LEASE AGREEMENT

Date: 12th November 2021

This Agreement is signed between:

M/s. ITUS Sports and Safety Private Limited, a company registered and existing under the Laws of Indian

Companies Act, 1956 and having its registered office and place of business at 828, Clover Hills Plaza, Kondhwa, Pune 411048, Maharashtra and its East Indian Regional Office at 1st Floor, Orion's Hut, 7A, 15th Avenue, Harrington Road Chetpet, Chennai 600031, Tamil Nadu (hereinafter referred to as "ITUS", which expression shall, unless it be repugnant to the subject or context thereof, shall deem to mean and include its successors and assigns) of the FIRST PART.

AND

For MILLIONAIRE PARK RESORT

Proprietor



M/s. Millionaire Park Resort, With registered address at No. 5, East Coast Road, Near Great Lakes College, Thirukazhukundram Taluk, Kancheepuram District, Manamai, Tamil Nadu 603102 represented by Mr. Madiveeracholan Andivairan, Bearing Aadhar card Number 546182475266 hereinafter referred to as "**Lessor**" (which expression shall, unless repugnant to the context, mean and include his/her heirs, executors, administrators) of the SECOND PART.

Lessor and ITUS are hereinafter collectively referred to as "Parties" and individually as a "Party". ITUS SPORTS & SAFETY PVT LTD is Herein Known as and referred to as **ITUS** and Millionaire Park Resort is Herein known as and referred to individually as **Lessor**.

Whereas

- A. ITUS is an ISO 9001:2015 certified national training organization with expertise in training of governmental and non-governmental personnel in basic and advanced rescue and disaster management courses. ITUS has trained more than 15,000 professional rescue personnel in the past 6 years in the skills of First Responders, Height Rescue, Open Water Rescue, Confined Space Rescue, Swift Water Rescue and Scuba Diving.
- B. ITUS wishes to enter into an agreement with the Lessor to make use of his facilities and accommodation ("Facilities"), as per the details mentioned in this agreement, to undertake training of persons in the courses as offered by ITUS.
- C. The Lessor is the owner/ or is authorized by the owners (by means of Power of Attorney/Letter of authorization) of the resort premises as mentioned above.
- D. The Lessor wishes to provide accommodation and facilities to the trainees of ITUS as per the defined terms and conditions outlined in this agreement.

THEREFORE ITUS AND LESSOR WILL ENTER INTO AGREEMENT FOR STRATEGIC TIE-UP AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Period of Agreement

- 1.1. This agreement shall come into force on the date of signing by both parties and being duly notarized ("Effective Date").
- 1.2. This agreement shall be in force for a period of 18 months from the Effective Date
- 1.3. The Agreement may be terminated or extended as per the terms and conditions of this agreement

2. Facilities and Rentals

For **MILLIONAIRE PARK RESORT**

A. M. V. Andivairan
Proprietor



- 2.1. ITUS and Lessor have mutually agreed that a daily charge of [REDACTED] ("Consideration") Per Dayper Trainee shall be payable by ITUS to the Lessor for leasing of the accommodation and facilities as outlined below
- 2.2. The Consideration shall include the following
- 2.2.1. Accommodation for 30 Trainee's on a room sharing basis (Maximum of 3 persons per room) with a separate toilet for each room.
 - 2.2.2. Use of Swimming Pool for up to 3 Hours per day. During this period, no other guests/members may be allowed access to the pool.
 - 2.2.3. Use of Classroom with Sitting arrangement for upto 40 persons. The Classroom must have Chairs available for seating of trainees and one desk for trainer.
 - 2.2.4. Use of Dining Area with Sitting arrangement for upto 40 persons. Dining area must include Tables, Chairs, Cutlery and Washing Area.
 - 2.2.5. Use of storage areas for storage of equipment and training materials.
- 2.3. The Consideration is for a Per Day Use basis and 50% shall be payable at the start of every Course and 50% shall be payable at the end of every course.
- 2.4. The Trainers shall not utilize the accommodation and shall visit the facility for conducting training on a daily basis. If any trainer shall utilize the accommodation and/or stay at the facility, ITUS shall pay the same consideration per day per trainer and mentioned above.
- 2.5. ITUS shall inform the Lessor on the requirement and time table for booking of the Facilities 07 (Seven) Days in advance to utilization.

3. Lock in Period and Termination

- 3.1. The Agreement shall be valid for 18 Months from the effective date.
- 3.2. The agreement may not be terminated unilaterally by any one party. This agreement maybe terminated or extended only by mutual consent of both parties.
- 3.3. Upon termination, either party may take back peaceful possession of any items or goods that maybe in possession of the other party.

4. Use of Premises

- 4.1. The premises shall be utilized for the purpose of Training of Trainee's in Course offered by ITUS.

For **MILLIONAIRE PARK RESORT**

A. M. [Signature]
Proprietor



- 4.2. The facilities may not be sub rented or utilized by ITUS for other any purpose other than what has been stated above

5. Force Majeure

- 5.1. In case the Premises is destroyed or damaged by fire, flood, or in any other manner becomes unfit for occupation or use, the consideration payable by ITUS to the Lessors shall be suspended till such time as the Premises is rendered fit by the Lessors at their own cost and expenses for occupation or use by ITUS, in a condition that existed prior to its such destruction.
- 5.2. If the performance by either party, of any of its obligations under this agreement is prevented, restricted or interfered with by reason of fire (or other similar casualties or accident), war or other violence, or any law or regulation of any Government, or any act or condition whatsoever beyond the reasonable control of such party (each such event will be called as a "Force Majeure" event), then such party shall be exempted from such performance to the extent of such prevention, restriction, or interference, provided, however, that such party shall give notice within a period of 30 days from the date of occurrence of the Force Majeure event, providing a description of the Force Majeure event to the other party in such notice.

6. Non-Disclosure

- 6.1 The Licensor hereby agrees that all confidential, proprietary or trade secret information relating to ITUS including without limitation, information regarding the business operations, financial information, customer information and marketing strategies of ITUS and any notes, compilations, studies, interpretations, presentations, correspondence or other writings made available to the Licensee by ITUS whether in physical or electronic form, whether after the Effective Date or prior to the execution of this Agreement, including any verbal indication that has been documented in writing shall be deemed to be Confidential Information ("Confidential Information"). The Licensor agrees that all Confidential Information shall be treated as confidential and the Licensor shall not disclose to any person such information otherwise than in terms of this Agreement. The Licensor will impose a similar duty of confidentiality on any person to whom the Licensor is permitted to transfer such information in accordance with the terms hereof.
- 6.2 The Licensor shall not, without the prior written consent of ITUS, display or disclose all or any part of the Confidential Information, in any manner or circumstances whatsoever, to any person or any third party and the Confidential Information shall be used by the Licensor, directly or

For **MILLIONAIRE PARK RESORT**

A.M. [Signature]
Proprietor



indirectly, solely for the purpose of considering, evaluating and effecting the agreement. The Licensee shall not use the Confidential Information in any way detrimental to ITUS.

- 6.3 The Licensor hereby represents that any employee or any official of the Licensee who will be given access to the Confidential Information on behalf of the Licensor has executed /shall execute appropriate non-disclosure contracts with the Licensor for adequate protection of the Confidential Information belonging to ITUS and/or its Affiliates against disclosure or exploitation. The Licensee shall forthwith make available a copy of such contracts as and when required by ITUS

7 MISCELLANEOUS

- 7.1. The Licensor shall not
- 7.1.1. use in its business (whether digitally or physically) any other trade mark confusingly similar to the ITUS Logo and/or Its International Partners Logo
 - 7.1.2. use the ITUS Logo and/or Its International Partners Logo or any word confusingly similar to the ITUS Logo and/or Its International Partners Logo as, or as part of, its corporate or trading name;
 - 7.1.3. Rent his property to any other person or company or institution to conduct similar programs as the ones being done by ITUS
 - 7.1.4. Collect information of the Trainees, whether personal or not, or contact any trainee's after they have completed the course and departed from the facility
 - 7.1.5. Take Videos, photographs or notes of the programs being conducted by ITUS, without the written permission of ITUS.
- 7.2. The Licensee shall
- 7.2.1. adopt a policy and procedure, complementary to ITUS Policies and Procedures on malpractice and maladministration, that allow for the identification of, and aim to reduce, the risk and incidents of malpractice or maladministration occurring
 - 7.2.2. keep a clean and presentable facility that may be utilized by the trainees
 - 7.2.3. make improvements as and when applicable and as suggested by ITUS.

8 JURISDICTION

All disputes and issues arising out of this Agreement shall be subject to the jurisdiction of the Courts at Chennai, Tamil Nadu

IN WITNESS WHEREOF, the Parties hereto, intending to be bound hereby, have cause this Agreement to be executed by their representatives there unto duly authorized in two counterparts, each of which shall be deemed to be an original, as of the day and year first above written.

For **MILLIONAIRE PARK RESORT**

A. M. Pillai
Proprietor



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|------------------------------------|----------------------|
| Date: 12/11/2021 | Date: 12/11/2021 |
| Place: mahabulnagar. | Place: Mahabulnagar. |
| <i>[Signature]</i> | <i>[Signature]</i> |
| For ITUS SPORTS AND SAFETY PVT LTD | For LICENSOR |

| | |
|------------|---------------------|
| Witness: | |
| 1) Name: | A. PALLAV D. RAJANI |
| Signature: | <i>[Signature]</i> |
| | |
| 2) Name: | M. Santhekumar |
| Signature: | <i>[Signature]</i> |
| | |

For MILLIONAIRE PARK RESORT

[Signature]
Proprietor

