

தமிழ்நாடு தமிழ்நாடு TAMILNADU

DU 353527

08.10.2024

Nunnari Labs Private
Limited
Coimbatore

N. SUMATHI
STAMP VENDOR
SARAVANAMPATTY
COIMBATORE - 641 035
Ref. No: 5409/B1/2013

TENANCY AGREEMENT

This Tenancy Agreement (hereinafter referred as 'Agreement') was made at Coimbatore on this 9th day of October, 2024 ('Effective Date').

BY AND BETWEEN

Dr. N.G.P. Arts and Science College (Run by Dr NGP Research and Educational Trust) , having its college premises at Kalapatti Road, Coimbatore 641048 , (herein after referred to as the "LANDLORD"), which terms of expression shall unless repugnant to the subject or context mean and include their executors, successors, administrators, legal representatives and assigns of the FIRST PART;

J. Lavamani D. Palanichandran

N. Sumathi

AND

M/s. Nunnari Labs Private Limited, having its registered office at 35 2nd Street Meenakshi Gardens, Thudiyalur, Kurudampalayam, Tamilnadu, 641029 (hereinafter referred to as the "TENANT"), which terms or expression shall unless repugnant to the subject or context mean and include its executors, successors, administrators, legal representatives and assigns of the SECOND PART.

WHEREAS, the Landlord, is the owner of the college premises situated at Dr. N.G.P. Arts and Science College, Dr. N.G.P. Kalapatti Road, Coimbatore-641048, Tamilnadu, India, hereinafter referred to as the "Demised Premises".

AND WHEREAS, the Landlord has agreed with the Tenant to grant to the Tenant, an area of 1250 Sq. Ft. of hall under the terms of this deed and as fully described in Annexure – I detailed hereunder annexed and forming part of this Deed. The Tenant has agreed to occupy the same, subject to the covenants, conditions and stipulations, hereinafter in these presents expressed and contained.

NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Term of occupancy shall be for a fixed period of 2 Years and the agreement shall be renewed for every 11 Months, which shall commence from the effective date.

WHEREAS the lessor is the absolute owner of the premises at No. 004, B1 Floor, D-Block, NGP Campus, Kalapatti Road, Coimbatore 641 048. Hereinafter referred to as the "Demised Premises".

Demised Premises rental details as follows lease starts from 01.11.2024 onwards

- a. 1250 Sq. Ft. of Office space in the Basement (I) Floor of the "D" Block @ Rs.10/- per Sq. Ft. and rent will be Rs.12,500/- (excluding GST) with 10% year on year increase.

J. Lavamoni D. Balanithan

N. N. N.

b. Apart from that, it has been agreed between the parties that the Tenant will conduct the following :

Internships and Work Experience: Offer students internships or part-time positions, providing hands-on experience with real-world software projects.

Workshops and Training: Organize workshops or training sessions on relevant technologies, tools, and industry practices,

Mentorship Programs: Provide mentorship from experienced software professionals to for Tech talks, project review etc.

Hackathons / Competitions: Host hackathons and coding competitions

Collaborative Research : Work with students and faculty on research projects, giving students exposure to industry-driven challenges and solutions.

Other maintenance charges like Electricity Bill & Internet charges will be paid by the Tenant.

This agreement shall also serve as a rental agreement and proof of the registered office address for the Tenant for the entire period that the Tenant occupies the office premises.

2. DECLARATIONS

The Landlord hereby declares that he is the absolute owner of the occupied premises being occupied by the Tenant and is lawfully entitled to execute this Agreement. And the Tenant hereby declares that the premises in question shall only be used for the purposes of business of the company, Technical meetups and agrees that any other use of the property not authorized in advance in writing by the Landlord shall entitle the Landlord to unilaterally terminate this Agreement.

Standard Operating Hours: Our standard operating time will be from 8:00 AM to 9:00 PM, seven days a week. we occasionally need to work beyond standard hours, including overnight during which we propose to provide prior notice to the Management.

 H. Avamani D. Palanitharam



3. POSSESSION OF THE PREMISES

If Landlord is unable to deliver possession of the premises for any reason not within Landlord's control the Landlord will not be held liable for the same. The agreement is not void or voidable.

If Landlord is unable to deliver possession within 15 days after the agreed commencement date, the Tenant may terminate this Agreement by giving written notice to Landlord. The failure of Tenant to take possession of the premises on the said date shall not relieve them of their obligation to pay the maintenance and other charges from and on the agreed date.

4. INSPECTION OF THE PREMISES

Before the delivery of premises to the Tenant, the Landlord and the Tenant shall inspect the premises and shall record any existing damages to the premises on a check list. (Annexure – I). Both parties shall receive copies of the Document which should be duly signed by both the parties.

At the termination of the agreement and before possession is restored to the Landlord, the Landlord shall inform the Tenant of his right to be present at the final inspection. The Landlord shall notify the Tenant of the time and date of the inspection, which must be within seventy-two hours of the termination of occupancy.

5. DUTIES AND OBLIGATIONS

- a. The Tenant hereby undertakes to not to sublet, assign or transfer the said Occupied premises whole or any part thereof to any other person or concern in any manner whatsoever, without obtaining written consent from the landlord.
- b. The premises occupied shall be used as the registered office of the Company.

J. J. Garamani D. Polamwar

[Signature]

- c. The Tenant shall not make any material addition or alteration to the accommodation occupied under the agreement without the previous consent of the owner in writing.
- d. The Tenant shall not do or cause to be done anything in or upon the demised Premises which is or may grow to be a source or nuisance or annoyance to the Landlord.
- e. The Tenant agrees to indemnify and hold harmless the Landlord for all its business activities including but not limited to statutory dues, municipal taxes and other charges.
- f. The Tenant shall not bring or cause to be brought into or store at the Demised Premises or any part thereof any hazardous goods articles of combustible or inflammable nature, except in small quantities for normal uses as permitted by law nor carry out any activity which is illegal in nature and not permissible by law.
- g. The Tenant shall keep the premises occupied in good condition and shall carry out all minor repairs at his own cost and expenses.
- h. The Tenant however, shall have the right to locate such fixtures and or fittings and wooden temporary partition or structure as shall be required to execute partitions, chambers, office rooms, etc. However, the Tenant agrees to vacate the property in the same condition he received it in, carrying out repair work to cover up any alterations, permissible under this clause, made by him during the period occupied.
- i. The Tenant further acknowledges that he received the premises in question in excellent condition with freshly painted walls.
- j. The Landlord shall have the right to enter and inspect the premises as per their convenience during reasonable hours of business and the Tenant agrees to create no impediments for the same.
- k. The Tenant hereby agreed to pay the service tax if applicable.

6. MISCELLANEOUS

Notwithstanding any other provision of this agreement, the Landlord shall have the right to terminate this agreement at any point of time during the period occupied.

- a. The provisions of this Agreement shall be governed by the Laws in force in the Union of India, and any dispute arising from this Agreement shall be subject to the laws of Contract.
- b. The Courts shall have sole jurisdiction to entertain disputes arising from / out of / as a result of this Agreement.

7. TERMINATION

The agreement may be terminated by either party by issuing a notice 90 days prior to the agreed expiry of the period. Where laws require "just cause", such just cause shall be so stated on said notice. The Premises will be deemed vacated only after all areas including storage are vacated by the Tenant and the property provided by the Landlord for the Tenant and the keys returned to the Landlord. If the Tenant does not vacate within 3 months the Tenant is liable to pay the Landlord additionally to cover the damages caused due to the owner's loss of prospective tenants.

8. EXTENSION OF LEASE

At the end of the period as stated in the agreement, the agreement will automatically continue for the next applicable period. In the event of termination, a written notice must be served by the Tenant or the Landlord to the other at least Ninety days prior to the end of the agreement. If the Tenant decides to continue, he will fulfil all other obligations in the agreement.

9. CHANGE OF TERMS

The terms and conditions of this agreement are subject to future change by the Landlord after the expiry of the agreement Period after issuing a thirty-day notice stating such change delivered to the Tenant. All changes made will be as per the governing law in existence at the time of the Notice.

J. J. Ramani D. Polankumar

Shamir

10. SEVERABILITY

Each paragraph of this agreement shall be and remain separate from and independent of and severable from all and any other paragraphs herein except where otherwise expressly indicated or indicated by the context of the agreement. The decision or declaration that one or more of the paragraphs are null and void shall have no effect on the remaining paragraphs of this lease agreement.

11. ENTIRE AGREEMENT

This document constitutes the entire Agreement between the Tenant and Landlord. This Agreement cannot be modified except in writing and must be signed by all parties. Neither Landlord nor Tenant have made any promises or representations, other than those set forth in this Agreement and those implied by law. The failure of Tenant or their guests or invitees to comply with any term of this Agreement is grounds for termination of the agreement with appropriate notice to Tenant and procedures as required by law.

12. Governing law. This Service Agreement shall be governed by the applicable laws of India.

13. Jurisdiction. The courts in Coimbatore, Tamil Nadu shall have appropriate jurisdiction in the event of any disputes between the Parties.

14. Arbitration:

Any and all disputes arising out of this agreement will be resolved as far as possible through mutual discussion and negotiation, failing which the dispute shall be referred to arbitration by a Sole Arbitrator to be appointed mutually by both the Parties and failing such agreement, as per the provisions of the Arbitration and conciliation Act, 1996. The venue of arbitration shall be Coimbatore and the language of arbitration shall be English. Both parties shall equally bear the Arbitrator's fee and cost of arbitration proceedings.

 J. J. Javamani D Palanikumar

 N. Narayana

15. MISCELLANEOUS.

a. Force Majeure.

The Landlord shall have no liability to the Tenant under this Agreement if it is prevented from, or delayed in, performing its obligations under this Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, disease or quarantine restrictions compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers or subcontractors.

b. Notices.

All notices by the Tenant must be in writing and shall be served upon the Landlord by delivering the same to the concerned Centre Manager of the Centre and additionally a copy of the same must be sent to the registered office of the Landlord. All notices to the Tenant shall be served in writing and served at the Work Unit addresses detailed as above.

c. Assignment:

The Tenant shall not be entitled to assign any portion of its obligations or rights hereunder to any party/entity in any manner whatsoever.

d. Confidentiality.

The terms of this Service Agreement are confidential. Neither Party must disclose the same without the other's consent unless required to do so by law or by an appropriate authority.

e. Other Rights.

This Service Agreement neither creates any right title or interest in the Seats or the Centre, nor does it provide any other form of right to assert any claim save and except as provided hereunder.

f. Intellectual property rights.

Neither Party shall have any right title or interest in the other's trademark, logo or word mark.

 Shyamini D Balan

 Shant

g. Waivers & Consents.

No failure or delay by any Party in executing any right or remedy by law or under or pursuant to this Agreement shall impair such right or remedy, or operate to be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

16. PARTIAL INVALIDITY.

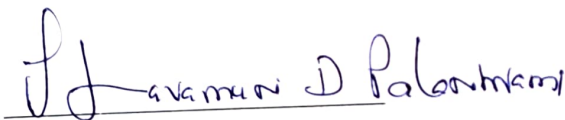
In case any of the provisions of this Agreement is found or held invalid or otherwise unenforceable by any court or any other authority, such findings shall not invalidate the remainder of the Agreement.

IN WITNESSETH WHEREOF the parties hereto have herein unto set and subscribed their respective hands on the day and year mentioned hereinabove.

Signed, Sealed and Delivered by:

LANDLORD

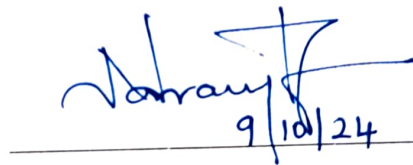
for Dr. N.G.P. Arts and Science College



Dr. Thavamani D. Palaniswami

TENANT

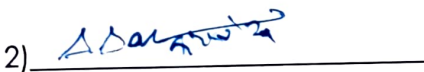
for Nunnari Labs Private Limited



Mr. Navaneeth Malingan

In the presence of Witnesses:

1) 

2) 

ANNEXURE- I

S. No.	Particulars	Numbers
1	AC (TATA Voltas)	2
2	LED Tube Bulb	12
3	Smoke Alarm	6
4	Sprinkler	12

J. Ramani D Palanikumar

Narayan