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1143/19



उत्तर प्रदेश UTTAR PRADESH

CD 052970



*Suman Mishra*  
13/2/19

AGREEMENT TO LEASE is made at Bahraich on this 13<sup>th</sup> February 2019

**LEASE AGREEMENT**

BETWEEN

Suman/Suman Mishra D/o Shyama Sharan Mishra R/o Emaliya Gurdayal Bargaon Gonda (UP) (hereinafter referred to as the 'Lessor') of the ONE PART  
(which expression unless repugnant to the context or meaning thereof, shall include its legal heirs, successors and assigns)

AND

OM SAI UNIVERSAL TRUST FOR EDUCATION PEACE & HUMANITY, an Educational & Charitable Trust, having its registered office at Emaliya Gurdayal Bargaon Gonda (UP) and is represented by Suman/Suman Mishra D/o Shyama Sharan Mishra, Managing Trustee of Om Sai Universal Trust For Education Peace & Humanity (herein referred to as the 'Lessee') of the OTHER PART.

(which expression unless repugnant to the context or meaning thereof, shall include its successors and assigns)

*Suman Mishra*





उत्तर प्रदेश UTTAR PRADESH

CD 052971

CD 052971

WHEREAS the Lessor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the piece of land area 0.6630 hectare Gata No. 116/0.2270 , 117/0.2260 , 118/0.2100 total 3 kita 0.6630 hectare = 6630 Square Meter Situated at Village Adilpur Pargana Fakarpur Tehsil & District Bahraich (UP) and more particularly described in the Schedule-I here under written.

AND WHEREAS the Lessee had approached the Lessor demonstrating the purpose of constituting the Lessee Foundation and to achieve the said purpose, the Lessee presented its intention of establishing and running a school and to do other charitable works.

AND WHEREAS to achieve one of the motives of the Lessee, the Lessee requested the Lessor to construct the building of the aforesaid land in accordance with the rules and regulations of the State Government/CBSE Board mandatory for grant of recognition/affiliation to run a school.

AND WHEREAS the Lessee assured and promised the Lessor to take on a long term lease the said land and building constructed thereupon with a view to run a school duly recognised/affiliated by the State Government or the CBSE Board/ICSE Board /IB Board





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AND WHEREAS on the promise made by the Lessee, the Lessor got constructed the building so required to run the school.

AND WHEREAS the detailed description of the constructed building is provided in Schedule-II hereunder written

AND WHEREAS the Lessee has now again approached the Lessor, in compliance of its promise with a request to grant of the aforesaid land and building constructed thereupon to run the school under the name of Aims International School and the Lessor has agreed to do so on the following terms and conditions agreed to between the parties

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

1. The Lessor agrees to demise to the Lessee and the Lessee agrees to take on lease the said piece of land area 0.6630 hectare, Gata No. 116/0.2270 , 117/0.2260 , 118/0.2100 total 3 kita 0.6630 hectare = 6630 Square Meter Situated at Village Adilpur Pargana Fakarpur Tehsil & District Bahraich (UP) and more particularly described in the Schedule-I hereunder written for a period of 29 years 11 months commencing from the date of 13<sup>th</sup> February 2019

*[Handwritten signature]*







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4. The Lessor has made out a marketable title to the said piece of land free from all encumbrances and claims or reasonable doubts and the Lessor has produced all documents of title in her possession and the Lessee has verified the veracity and genuineness of the said documents to the best of its satisfaction and as of today there is no doubt with regard to the clear and absolutely marketable title of the Lessor in the said land.

5. The Lessor indemnifies the lessee from encumbrances and claims, if any, that is prior to the date of handing over the possession of the aforesaid land & building to the Lessee. The Lessee indemnifies the Lessor from any/all encumbrances and claims, if any, that is post handing over of the possession of the aforesaid land & building to the Lessee. The Lessee may create any lien, charge, mortgage or any other form of encumbrances on the demised land and building. Any such encumbrance shall be the sole liability of the Lessee.

6. In pursuance of this lease agreement on the subject land & building the said agreement and in consideration of the rent as aforesaid in clause 1 & 2 hereby granted and the lessee's covenants hereinafter mentioned, the Lessor hereby demise unto the Lessee the demised premises, to hold the demised premises unto the Lessee (and his executors, administrators and

*[Handwritten Signature]*





उत्तर प्रदेश UTTAR PRADESH

EP 911397

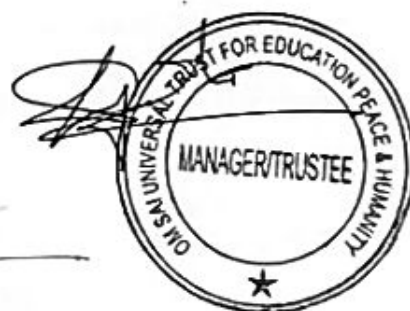
Assigns) for a period of 29 years 11 months to be renewed subsequently subject to the mutual agreement commencing from the 13<sup>th</sup> February 2019, at the Monthly Rent of Rs.4000 (Four thousand Only) i.e. at an Yearly rent of Rs.48,000 (Rs. Forty Eight Thousand Only), the first such advance yearly rent is paid on the date of execution of the present deed and the subsequent rent to be paid on or before first day of every April month in every succeeding year regularly. The scheme for the payment of rent for the under constructed building shall be mutually decided at the time of handling over of such building fully constructed.

7. The Lessee shall only run the school as mentioned above imparting education initially to students from class I to VIII from 2019-20 academic year and further extension up to XII standard on the demised premises hereby demised within a period of 29 years 11 months from the date thereof. The school will be run by the Lessee starting from the Academic Year 2019-20

8. The Electricity which would be consumed for running the school will be metered & charged on monthly basis as per rates fixed by the UPSEB or any other authorised service provider. However, after taking over the building the Lessee will have to obtain separate electrical connection for the School.

9. Water will be provided to the Lessee at on-chargeable basis.

*[Handwritten Signature]*



भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

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EP 911398

10. The Lessee shall not tamper/alter/modify any existing electrical/civil infrastructures. In case of any alteration is required, the Lessee shall do so after obtaining the approval of the Lessor in writing.

11. The Lessee and/or the school management shall maintain cleanliness sanitation and hygiene in and around the school premises.

12. That Lessee may take loan from the U.P. financial corporation or The State Government or any other statutory body duly approved by the Government for the purpose of Om Sai Universal Trust For Education Peace & Humanity and create a valid mortgage over the leased property. In the event of the Lessee taking any loan from the U.P. financial corporation or The State Government or any other statutory body duly approved by the Government on the security of the land hereby demised or the buildings erected thereon or both the first charge shall be of the lender as aforesaid.

13. The Lessee hereby agrees to the following covenants:-

(a) To pay hereby the rent reserved on the day and in the manner aforesaid to the Lessor.

(b) To pay and /or indemnify the above said land from all taxes, cess including non-agricultural cess, impositions, assessments, dues and duties payable in respect of the demised premises and the buildings to the constructed thereon to the Government of Uttar Pradesh or the Municipal Corporation or any other local authority or public body that will be levied on

*[Handwritten Signature]*





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EP 911399

the above said land after the date of taking over of the leased premises land during the time Lessee is in occupation of the said premises.

- (c) Not to sub-let, sell, dispose of or assign the demised premises or the buildings constructed on the demised premises without the consent of the Lessor in writing.
- (d) To keep buildings constructed on the demised premises in good and tenantable condition.

13. The Lessor hereby agrees to the following covenants:

(a) The Lessor is absolutely seized and possessed or otherwise well and sufficiently entitled to the demised premises and is having full power and absolute authority to demise unto the lessee the demised premises.

(b) The lessee shall peacefully and quietly hold, possess and enjoy the demised premises during the term of lease without any interruption, disturbance, claims or demand whatsoever by the Lessor or any person or persons claiming under her, subject however, the Less paying the rent on the due dates thereof and in the manner herein provided and observing and performing the covenants, conditions and stipulations herein contained and on its part to be observed and performed.

14. It is hereby agreed that if default is made by the Lessee in payment of the rent or in observance and performance of any of the covenants and stipulations hereby contained and on the part to be observed and performed







उत्तर प्रदेश UTTAR PRADESH

EP 911400

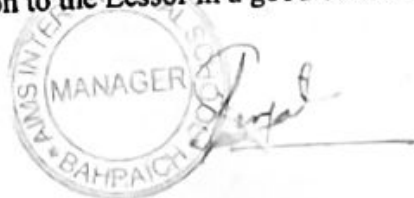
By the Lessee, then on each such default, the Lessor shall be entitled addition to or in the alternative to any other remedy that may be available to her at her discretion, to terminate the lease and eject/evict the Lessee from the premises demised and from the building, that is constructed thereon, and to take possession thereof as full and absolute owner thereof, provided that a notice in writing shall be given by the Lessor to the Lessee of her intention to terminate the lease and to take possession of the demised premises and the building.

AND IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

5 (a) On the expiry of the term hereby created and subject to the observance and performance of the covenants, conditions and stipulations herein contained and on his part to be observed and performed, the Lessee will have the option to renew the lease of the demised premises for a further period of 29 years 11 months if mutually agreed, provided she gives a notice to that effect in writing by registered post to the Lessor of her intention to do so at least three calendar months before the termination of the present lease; provided that the rent payable by the Lessee to the Lessor during the extended tie of the lease shall be mutually decided by the parties, separately for land & building. After the expiry of the said period of 29 years 11 months, the lessee may request for further extension to the lessor and if agreed by the lessor the period can further extended as mutually agreed.

(b) On the expiry of the term hereby created or earlier determination under the provisions hereof, the Lessee will hand over the peaceful and vacant possession of the demised premises and building constructed thereon to the Lessor in a good condition.

*[Handwritten Signature]*





# भारतीय गैर न्यायिक



उत्तर प्रदेश UTTAR PRADESH

BU 175747

(c) All the differences or disputes arising out of present lease deed shall be resolved amicably by mutual consultation between both the parties by Arbitration. The Act governing the arbitration shall be the Arbitration & Conciliation Act, 1996 (as amended up to date). The seat of the arbitration shall be at New Delhi and the language of arbitration shall be English.

16. This lease deed shall be executed in ink in duplicate. One copy shall retained by the Lessor and other by the Lessee.

17. The stamp duty and all other expenses in respect of the Lease Deed and additional copy thereof shall be borne and paid by the Lessee.

18. The marginal notes and the catch lines hereto are meant only for convenience of references and shall not in any way be taken in to account in the interpretation of these presents.

19. Notwithstanding anything said hereinabove, the parties shall make good any/all legal impediment, if any, requisite for the purpose of achieving the aims and objectives for which this lease agreement is executed between the parties herein.

*[Handwritten signature]*



भारतीय गैर न्यायिक



उत्तर प्रदेश UTTAR PRADESH

BU 175748

IN WITNESS WHEREOF the Lessor has set its hand unto these presents and a copy hereof and the Lessee has caused its common seal to be affixed hereunder and a copy hereof on the day, month and year first herein above written.

Signature of the Lessor

Authorized Signature of the Lessee



SCHEDULE-I

Description of the Land: area 0.6630 hectare, Gata No. 116/0.2270, 117/0.2260, 118/0.2100 total 3 kita 0.6630 hectare, Situated at Village Adilpur Pargana Fakarpur Tehsil & District Bahraich (UP), Bounded by:

EAST: Land of Vishram  
 WEST: Chak Marg & Land of Muharram Ali  
 NORTH: Land of Parmesh & Land of Matloob Khan  
 SOUTH: Land of Kailash and Kriparam & Land of Suman

SCHEDULE-II

Description of the building (constructed)



भारतीय गैर न्यायिक

दस  
रुपये

₹.10



TEN  
RUPEES

Rs.10

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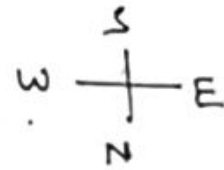
58AD 956228

खते सुमन व परमेश व कृपा आरि

दफ्तरी

116	117	118
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वि-आरि



मुशरफ परमेश मतलूब

Signature of the Lessor

Authorised Signatory of the Lessor  
MANAGER TR STEE

WITNESSES:  
1-Matloob Hussain Khan S/o Mr Mehboob Khan  
R/o Circular Road Karbal Gonda (UP)  
Mobile :-9415120344



2-Shadab S/o Mohd Shareef  
R/o 181 Imambara Gonda (UP) 211410

MANAGER  
BAHRAICHT





भारतीय गैर न्यायिक

दस  
रुपये

रु.10



TEN  
RUPEES

Rs.10

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उत्तर प्रदेश UTTAR PRADESH

58AD 956227

*[Handwritten signature]*



लेखक  
सुभाल चन्द्र वर्मा  
एडवोकेट  
तहसील महली  
डि. 13/2/19



२२

13/02/2019

१. नाम - लीज डीडी  
 २. उद्देश्य - ओम साई यूनिवर्सिटी एस्टेज एंड रजिस्ट्रेशन पीएसएस ह्यूमनिटी द्वारा सुभन/  
सुमन मिश्रा पुत्री इशाम शैशन इमलिया गुरदयाल खड़गौंव गोण्डा  
 ३. पता - गहरी - विवा. सुभन गोण्डा

४. दिनांक - 10th 22  
 ५. दस्तावेज - दाखल रिपोर्ट (प्राथमिक विवरण)  
बाहरी नंबर 187  
बाहरी नंबर की तारीख 13-2-2019  
कार्यालय बहाइच

बही संख्या 1, जिल्द संख्या 5052 के पृष्ठ 137 से 170 तक क्रमांक  
 1143 पर दिनांक 13/02/2019 को रजिस्ट्रीकृत किया गया।

*Legal opinion of  
 team lead*

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

  
 कै. न. सिंह  
 उप निबंधक : महसी  
 बहराइच  
 13/02/2019

