

LEASE DEED

THIS LEASE DEED made on the 6th Day of Feb in the year One Thousand Nine Hundred Ninety Six between the The Greater Noida Industrial Development Authority, a body corporate constituted under section 3 of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) (hereinafter called the "Lessor" which expression shall unless the context does not so admit include its successor, assigns) of the ONE PART and Rama-Eesh Charitable Trust, 6 DDA (SFS)Hauz Khas, New Delhi (hereinafter called the "Lessee" which expression shall unless context does not so admit include heirs, executors, administrators, representatives and permitted assigns) represented through Dr. R.C. Sharma, Chairman of Rama Eesh Charitable trust, age 58 years S/o Late Shri Krishan Dutt R/o As above.

WHEREAS the plot hereinafter described forms part of the land acquired under the Land Acquisition Act, 1894 and developed by the Lessor for the purpose of setting up an urban and industrial township.

WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the said plot on the terms and conditions hereinafter appearing for the purpose of constructing building for running an Inter national Secondary School, Institute of Education, Institute of Vocational and Technical Education and Hostels for its students and residence for its staff and Management according to set back and building plan approved by Lessor.

NOW THIS LEASE DEED WITNESSES AS FOLLOWS :

1. That in consideration of the premium of Rs 1,08,45,960 out of which Rs. 50,61,440.00 only have been paid by the lessee to the lessor, (the receipt whereof the lessor doth hereby acknowledge) and balance amount to be paid by the lessee in instalments indicated below alongwith interest @ 18% P.A.

	COST	Int.	Date
(i)	Rs. 14,46,128.00	+ 2,26,542.00	on or before 15/12/1996.
(ii)	Rs. 14,46,128.00	+ 4,56,204.00	on or before 15/12/1997.
(iii)	Rs. 14,46,128.00	+ 7,22,042.00	on or before 15/12/1998.
(iv)	Rs. 14,46,128.00	+10,22,232.00	on or before 15/12/1999.

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Greater Noida Authority

2.
And in consideration of Bs. 2,71,149.00 (Two Lakh Seventy One Thousand One Hundred and Forty Nine Only) paid on account of One year lease rent @ 2.5% per year of the premium of the plot to the lessor.

The Lessor doth hereby demise and lease to the lessee, all that plot of land on as is where is basis numbered as "04" situated in Institutional Area of Greater Noida Industrial Development Area District Ghaziabad/Bulandshahr contained by admeasurement "14.06 Acres" be the same, a little more, or less, and bounded

Admeasurement 14.06 Acres

ON THE NORTH EAST - Vacant Land of Institutional Area
ON THE SOUTH WEST - Site of Hind Education Society
ON THE EAST SOUTH - Hawalia Nala
ON THE WEST NORTH - 80.0 m. wide Road

and which said plot is more clearly delineated and shown in the attached plan and therein marked red.

TO HOLD the said plot (hereinafter referred to as 'the demised premises) with their appurtenances unto the Lessee to the term of Ninety Years commencing from 6TH DAY OF FEB, 1996 except and always reserving to the Lessor,

(A) Full rights and title to all mines and minerals in and under the demised premises or any part thereof. Yielding and paying therefor yearly lease rent in advance during the said term into the lessor on the 6th day of Feb. in each year @ 2.5% of the total premium during the first the first ten years. The lessee shall pay unto the lessor at its office or as otherwise directed lease rent in advance on yearly basis. The lease rent would be Rs. 2,71,149.00 annually for the first ten years chargeable from the date of execution of lease deed. The lessee shall pay lease rent annually in advance without waiting for any demand notice or reminder therefor. The lease rent would be enhanced after every ten years from the date of execution of lease deed by an amount not exceeding 50% of the annual lease rent payable at the time of such enhancement. In case of default in payment of lease rent interest @ 18% per annum compounded every half yearly would be chargeable for the delayed period.

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G.N.I.A.
for (Law)
Greater Noida Authority

II. AND THE LESSEE DOH HEREBY DECLARE AND COVENANT WITH THE LESSOR IN THE MANNER FOLLOWING :

(a) That the lessee will pay to the lessor the balance of the premium in the instalments mentioned in clause I above by the dates mentioned therein. If the lessee shall fail to pay any instalment by the due date for payment thereof, he shall thereafter pay the same with interest as mentioned in clause I above. The payment made by the lessee shall be first adjusted towards the interest due, if any and thereafter towards the premium, if any, and balance, if any shall be appropriated towards the lease rent not withstanding any direction/request of the lessee to the contrary. If lessee makes default in payment of premium and interest for three consecutive installments the lessor shall have a right to determine the lease and to resume possession.

(b) That the lessee will obey and submit to all directions issued or regulations made by the Lessor now existing or hereafter to exist so far as the same are incidental to the possession of immovable property or so far as they affect the health, safety or convenience of the other inhabitants of the place.

(c) That the Lessee will do the internal development work of the plot according to the specification, regulation and subregulations of the lessor at his own cost and erect on the demised premises in accordance with the Plan, elevation and design and in a position to be approved by the Lessor or any officer authorised by the Lessor in that behalf in writing and in a substantial and workman like manner, building for running an International School, Institute of Education Institute of Vocational and Technical Education and Hostels for its Students and residence for its Staff only with all necessary sewers drains and other other appurtenances according to the directions issued or Regulations made in respect of buildings, drains, latrines and connection with sewers.

(d) That the lessee will keep the demised premises and the buildings at all times in a state of good and substantial repairs and in a hygienic sanitary condition to the satisfaction of the lessor.

(e) The lessee shall do the internal development work of the demised premises according to the Regulation and Sub-Dimension Regulation of the Lessor.

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Answer



Yogendra Sinha
YOGENDRA SINHA
Asstt. Commissioner (Law)
Greater Noida, U.P.

(f) The lessee shall construct the building at its own cost after getting the layout and building plans approved by the Lessor as per its Regulations of the Lessor. The lessee shall submit layout and building plans for approval from the Lessor within Six Months from the date of possession and for the second page in due course. Construction of buildings required for Senior Secondary International School shall be completed within four years and for the Institute of Education and Institute of Vocational and Technical Education in Six years from the date of possession. The lessee shall obtain completion Certificate from the Lessor within this period.

(g) (a) Lessee shall provide for academic instructions from class I to Class XIII.

(b) Lessee shall provide Teacher Training and Vocational and Technical Education in appropriate Courses which will be introduced from time to time with intimation to the Chief Executive Officer of the Lessor.

(h) Lessee shall obtain necessary recognition for the various courses from appropriate authorities in India and abroad.

(i) Lessee shall obtain necessary recognition from the CBSE and other Board for its academic courses in the Senior Secondary School.

(j) The International School will mainly cater to the needs of the children of non-resident Indians. However, amongst Indian residents, Lessee shall consider giving preference to the children of residents of Greater Noida, Employees of Lessor and Government Employees on same terms and conditions as for as other students.

(k) The fee/charges structure of the International School would be comparable to other International School in India catering to NRIs. However, some freeships/ scholarships will be given to meritorious and poor/economically weaker students.

(l) That the lessee shall use the demised premises only to run a Institute of Education, Institute of Vocational and Technical Education, ~~Institutional~~ Senior Secondary School, hostels for its Students and residence for its staff, only and no other purpose without the consent of the Lessor and subject to such terms and conditions as Lessor may impose and will not do or suffer to be done on demised premises or any part thereof, any act or thing which may be or grow to be a nuisance, damage, annoyance, or inconvenience to the Lessor or the owners, occupiers of other premises in the neighbourhood.

X. and Management. *[Signature]*

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[Signature]

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 YOGESH K. SINHA
 Lawyer (Law)
 Greater Noida Authority

(m) That the Lessee will not erect or permit to be erected any building on the demised premises without the previous permission in writing of the Lessor and except in accordance with the terms of such permission in writing of the Lessor and except in accordance with the terms of such permission in writing of the plan if any, approved by the Lessor or any officers authorised by the Lessor in that behalf.

(n) That the lessee will in no case assign, relinquish (except in favour of the Lessor), sublet, transfer or part with possession of the demised premises without prior permission of the Lessor. Such permission shall be at the sole discretion of the Chief Executive Officer of the Lessor or any officer authorised by him/her; The discretion of the Lessor in the matter shall be conclusive, binding and final. The lessee may, however, with the prior permission of the Lessor and subject to such conditions as it may impose, mortgage the demised premises to any financial institutions/Bank/Govt. organisation for seeking loan to complete the Project.

In case of transfer, transfer charges as fixed by the Lessor shall be payable by the lessee to the lessor at the time of transfer.

(o) That the lessor shall have first charge upon the demised premises for the amount of unpaid balance charges, interest and other dues of Authority.

(p) That the lessee will not assign, relinquish, mortgage, sublet, transfer part with possession of any portion less than the whole of the demised premises and building thereon nor cause any sub-division thereof by metes and bounds or otherwise.

PROVIDED always that if the lessee or transferee or permitted assignees, as the case may be, will assign, relinquish, mortgage sublet or transfer the demised premises and building thereon on the said terms will deliver at its own expense to the Lessor at its office attested copy of the assignment, relinquishment, mortgage or transfer deed duly registered under the Indian Registration Act or any other amending statute.

(q) That the lessee will construct the building according to the architectural and elevation control as prescribed by the lessor.

(r) That the lessee will not erect or permit to be erected on any part of the demised premises any stable sheds or other structures of description whatsoever for keeping horses, cattle, poultry or other animals except and in so far as may be allowed by the lessor in writing.

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YOGESH SINHA
 Assoc. Manager (Law)
 Greater Noida Development

(s) That the lessee shall not exercise option of determining the lease nor hold the Lessor responsible to make good the damage if by fire, tempest, flood, or violence of army or of a mob or other irresistible force any material part of the demised premises wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.

(t) That the lessee shall endeavour to erect and complete the building on the leased land within the stipulated period and become functional immediately thereafter, unless extension is allowed by the lessor in exceptional circumstances and on such terms and conditions as it may impose.

(u) That in case the lessee does not construct building within the time provided for above, this deed of lease will be void and his interest in the property will determine. However, in exceptional circumstances, extension can be allowed by the lessor or any officer authorised by him subject to the fulfilment of such conditions, charges as he may impose for the same.

(v) If the lessee does not abide by the terms and conditions and building Regulations or any other rules and regulations framed by the Authority, the lease may be determined by the Lessor and the possession of the demised premises may be taken over by the lessor and the lessee in such an event will not be entitled to claim any compensation in respect thereof.

(w) The Chief Executive Officer of the Lessor shall be entitled to nominate one person as co-opted member on the Advisory Committee of lessee.

(x) If the lessee fails to achieve the objects for which land has been allotted the same shall revert back to lessor on such terms & conditions as Chief Executive Officer of the Lessor may decide and the decision of the lessor is conclusive and binding on the lessee.

III AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWING :-

(A) Notwithstanding anything hereinbefore contained if there shall have been of the opinion in the lessor (whose decision shall be final and binding) any breach by the lessee or any person claiming through or under its of any of the covenants or conditions hereinbefore contained and on its parts to be observed and performed and in

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[Signature]
 Director
 Greater Noida Authority

particular and without prejudice to the generality of the sub-clause, if the lessee transfers, relinquishes, mortgages or assigns the whole or part of the demised premises before constructing a school building on it as hereinbefore provided within the period mentioned in Clause II (f) and II(n), it shall be lawful for the Lessor without prejudice to any other right of action of the Lessor in respect of any breach of agreement, to re-enter the demised premises or any part thereof determine this demise and thereupon if :-

(i) At the time of re-entry if the demised premises has not been occupied by any building constructed by the lessee thereon, the lessor may re-allot the demised premises and refund the payments already made without interest after deducting arrears of lease rent, if pending and 20% of the total premium payable (whether already paid or not) for the period upto the date of determination of this demise or surrender by the lessee as the case may be to a minimum deduction of Rs. Ten Lacs (Rs. 10,00000/-)

(ii) At the time of re-entry if the demised premises are occupied by any building constructed by the lessee thereon the lessee shall within a period of three months from the date of re-entry remove, from the demised premises all erection or buildings, fixtures and things which at any time and during the term shall be affixed or set up within or upon the said premises and leave the said premises in as good a condition as it was on the date of demise, in default whereof the same shall become the property of the lessor without payment of any compensation to the lessee for the land and buildings, fixtures and things thereon, but upon the lessee removing the erections building fixtures and things before or within the period herein specified the demised premises shall be reallocated and the lessee may be paid such amount as may be determined by the lessor, provided that the lessor may at its option agree to purchase the said erection, buildings and fixtures upon payment to the lessee price therefor and for his interest in the premises as may be mutually agreed upon.

(B) If lessee is found to have obtained the allotment and the lease of the demised premises by any mis-representation and mis-statement or fraud the lease may be cancelled and the possession of the demised premises may be taken over by the lessor alongwith forfeiture of total deposits and the lessee in such an event will not be entitled to claim any compensation in respect thereof.

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Y. P. SINHA
 Assoc. Professor (Law)
 Greenfield, New Delhi Authority

(C) Any losses suffered by the lessor on a fresh grant of demised premises for breaches of condition aforesaid on the part of the lessee or any persons claiming through or under his shall be recoverable by the lessor.

(D) All notices, orders and other documents required under the terms of the lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) or any rules or regulations made thereunder shall be deemed to be duly served as provided u/s 43 of the Uttar Pradesh Urban Planning and Development Act, 1973 as re-enacted and modified by the Uttar Pradesh President's Act (Re-enactment with modifications) Act, 1974 (U.P. Act No. 30 of 1974).

(E) All powers exercised by the Lessor under this lease may be exercised by the Chief Executive Officer of the lessor. The lessor may also authorise any of its other officers to exercise all or any of the power exercisable by it under this lease.

PROVIDED that the expression Chief Executive Officer shall include the Chief Executive Officer for the time being or any other officer who is entrusted by the Lessor with the functions similar to those of Chief Executive Officer.

(F) All dues of the lessor shall be recoverable as arrears of land revenue.

(G) The entire legal expenses of execution of this lease deed including the stamp duty and registration charges shall be borne by the lessee.

(H) Any relaxation, concession or indulgence granted by the lessor to the lessee shall not in any way prejudice the legal right of the lessor.

(I) The Chief Executive Officer or the lessor reserves the right to make such mutually agreed additions and alterations or modifications in these terms and conditions as may be considered just and expedient.

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Yogendra Sinha
 YOGENDRA SINHA
 Advocate (Law)
 General Notice Authority

(J) In the event of any dispute with regard to terms and conditions of the lease deed, the same shall be subject to the jurisdiction of District Court of Ghaziabad/Bulandshahr (where the property is situated) or the High Court of Judicature at Allahabad.

IN WITNESS WHEREOF the parties hereto have set their hand on the day and in the year hereinfirst above written.

IN THE PRESENCE OF

(1) Witness *Pratibha Sharma*
PRATIBHA SHARMA
Address *W/O DR. R. C. SHARMA*
A/10 G DDA SPS
HAUZ KHAS

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for and on behalf of *Y*
Pratibha Sharma
General Noida Authority

(2) Witness *Par Singh Son of used Sen*
Address *BHE section 17 Noida*

for and on behalf of the lessee

Certified that this is a true and exact copy of the original in all respect.

LESSEE

Pratibha Sharma

For and on behalf of the Lessor

Y
General Noida Authority

Y
SINHA
(Law)
General Noida Authority



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