Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 18/02/2023

Certificate No. UCR2023B2

GRN No. 99462573

Stamp Duty Paid : ₹ 810000 (Rs. Only)

Penalty : ₹ 0 (Rs. Zero Only)

Seller / First Party Detail

Name: Shaheed bhagat singh social Welfare trust kalanwali

H.No/Floor : 0 Sector/Ward : 0 LandMark : 0

City/Village : Kalanwali District : Sirsa State : Haryana

Phone: 98******01

Buyer / Second Party Detail

Name : Sri vaishanavi educational Trust new delhi

H.No/Floor : 0 Sector/Ward : 0 LandMark : 0

City/Village: New delhi District : New delhi State : New delhi

Phone : 98******01

Purpose : Non Judicial Stamp for Lease Deed

The authenticity of this document can be verified by scanning this QR Code through smart phone or on the website https://egrashry.nic.in

LEASE DEED

This Lease Deed is made and executed on this20th February 2023 atKalanwali, by and between

M/S SHAHEED BHAGAT SINGH SOCIAL WELFARE TRUST, (runs school under name of The Millennium School)a registered trust bearing registration number 1211/2005, dated 12/08/2005)having its registered office at 326, Water works road, Mandi Kalanwali, District Sirsa, Haryana, represented by its secretary Mr. Ashok Singla, S/o. Sri Sohan Lal Singla, aged about 43 years, resident of H.No. 03, Huda Second, Model Town, Mandi Kalanwali, DistrictSirsa, Haryana – 125201

(Hereinafter referred to as **'LESSOR /LANDLORD'** which terms shall mean and include all his/her/their legal heirs, legal representatives, successors, executors, attorneys, agents, assigns and administrators etc.,) of the one part

AND

SRI VAISHANAVI EDUCATIONAL TRUST, (runs schools under brand name of Sri Chaitanya School) a registered Trust bearing Regn. No. 1891/19-20, having its office at A-4, F/F, Vikaspuri, New Delhi – 110018, represented by itsAuthorised Signatory**Mr. IC Prashanth Kumar,** S/o. Babu John Sukumar Illuru, aged about 44 years, Residing at D5-DMV, Skyland Apartment, Rithwik Enclave, Near current Office, Nellore, Andhra Pradesh – 524004, authorized vide resolution dated 13th February 2023.

SRI VAISHANAVI EDUCATIONAL TRUST
Private &Confidential
Reviewed & Printed

Sri Vaishanavi Educational Trust

Authorised Signatory

ASHOK SINGLA
Secretary
SBS Social Welfare Trust (Reg. 1211)
Odhan Road Kalanwali,
Sirsa. Haryana-125201

प्रलेख क्र.:5633 मुद्रण दिनांक 27/02/2023 05:37 PM पंजीकरण दिनांक:27-02-2023

वसीका संबंधी विवरण		
वसीका का नाम LEASE		
तहसील/सब-तहसील- कालांवाली	गांव/शहर- कालांवाली	स्थित- Kalanwali
शहरी - म्युनिसिपल क्षेत्र सीमा के अन्दर		अन्य क्षेत्र
पता : kalanwali		
धन संबंधी विवरण		
राशि- 13500000 रुपये		कुल स्टाम्प शुल्क- 810000 रुपये
स्टाम्प नं- UCR2023B2		स्टाम्प का मूल्य- 810000 रुपये
रजिस्ट्रेशन फीस- 50000 रुपये	EChallan:99462765	पेस्टिंग शुल्क- 3 रुपये
द्वारा तैयार किया गया- Rajiv Kumar Garg Adv		सेवा शुल्क- 200
भवन का विवरण		
निवासीय	16 Kanal 2 Marla	

यह प्रलेख आज दिनांक 27-02-2023 दिन सोमवार समय 5:32:00 PM बजे श्री/श्रीमती/कुमारी शहीद भगत सिंह सोशल वैलफेयर ट्रस्ट कालांवाली निवास द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

हस्ताक्षर प्रस्तुतकर्ता
शहीद भगत सिंह सोशल वैलफेयर ट्रस्ट कालांवाली

उप/सयुंक्त पंजीयन अधिकारी (कालांवाली)

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित है इसलिए दस्तावेज को पंजीकृत करने से पूर्व सबंधित विभाग से अनापत्ति प्रमाण पत्र प्राप्त कर लिया गया है

या

प्रलेख में वर्णित क्षेत्र नगर एंव ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित नहीं है इसलिए दस्तावेज को पंजीकृत करने से पूर्व सबंधित विभाग से अनापत्ति प्रमाण पत्र की आवश्यकता नहीं है |

दिनांक 27-02-2023

उप/सयुंक्त पंजीयन अधिकारी
(कालांवाली)

शहीद भगत सिंह सोशल वैलफेयर ट्रस्ट कालांवाली
उपरोक्त पटटा लेने वाला व श्री/श्रीमती/कुमारी SRI VAISHANAVI EDU TRUST THROUGH PARSANT KUMAR हाजिर है | प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया | प्रलेख के अनुसार 0 रुपये की राशि पटटा लेने वाला ने मेरे समक्ष पटटा देने वाला को अदा की तथा प्रलेख मे वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया | दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी हरबंस सिंह एस सी पिता --- निवासी कालावाली व श्री/श्रीमती/कुमारी विकास गर्ग पिता --- निवासी कालावाली ने की |
साक्षी सं. 1 को हम नम्बरदार/अधिवक्ता के रूप मे जानते है तथा वह साक्षी सं. 2 को पहचान करता है |

दिनांक 27-02-2023

उप/सयुंक्त पंजीयन अधिकारी
(कालांवाली)

(Hereinafter referred to as the **'LESSEE /TENANT'** which term shall mean and include all its heirs, partners, successors, attorneys, agents, assigns and administrators, etc.,) of the other part.

Whereas the **LESSOR** is the absolute owner and possessor of property bearing Khewat Khata No. 717 min / 1504 min, Khasara No. 319, Kila No. 4, 5, 6, 15/1, 15/2 & Khasara No. 320, kila No. 11/2, 18/2, 19, 20, 11/1 min, 18/1, & Khasara No. 306, Kila No. 17 & 24, total admeasuring 64 Kanal 10 Marla i.e. 8.06 Acres, situated at Village Kalanwali, Tehsil & District Sirsa, Haryana, which the **LESSOR** had purchased as follow:

SI	Sale Deed	Seller	Buyer	Khewat Khata No	Khasara No	Kila No	Extent
1	1741/2007, dt. 30/11/2007	Chiranji Lal	Shaheed Bhagat Singh Social Welfare Trust, Kalawali	717 min / 1504 min	319	15/2	6 Kanal 15 Marla
					320	11/2	1 Kanal 2 Marla
						18/2	0 Kanal 19 Marla
						19	8 Kanal 0 Marla
						20	8 Kanal 0 Marla
TOTAL (A)							**24 Kanal 16 Marla i.e. 3.1 Acres**
2	1796/2007, dt. 07/12/2007	Pooja Surendra Kumar (86/1274 share) & Jawahar Lal (354/1274 share) & Sanjay Kumar & Manoj Kumar (354/1274 each share)	Shaheed Bhagat Singh Social Welfare Trust, Kalawali	717 min / 1504 min	306	17	7 Kanal 12 Marla
						24	6 Kanal 19 Marla
					319	4	7 Kanal 11 Marla
						5	7 Kanal 4 Marla
						6	7 Kanal 12 Marla
						15/1	0 Kanal 17 Marla
					320	11/1 min	0 Kanal 6 Marla
						18/1	1 Kanal 13 Marla
TOTAL (B)							**39 Kanal 14 marla i.e. 5 acres approx**
TOTAL (A + B)							**64 Kanal 10 Marla i.e. 8.06 Acres**

Above sale deeds are registered at Kalanwali Sub Registrar office.

Out of the above said property **LESSOR** has offered below said property to **LESSEE** to let out:

SI	Khewat Khata No	Khasara No	Kila No	Extent
1	717 min / 1504 min	320	18/1	0 Kanal 8 Marla
			18/2	0 Kanal 19 Marla
			19	6 Kanal 18 Marla
			20	7 Kanal 17 Marla

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		Total		16 Kanal 2 Marla i.e.2 acres

The building has been constructed on the above said 2 Acres consisting of Ground + 1 floors, with total plinth area of 52,000 Sq.fts, which is specifically described in the schedule annexed hereto and which will herein after be referred to as the demised premises.

Whereas the **LESSEE** has approached the **LESSOR** to let-out the above said property for the purpose of starting Educational Institution for a lease period of **16 (Sixteen) years, w.e.f. 1st April, 2023 and run till 31st March, 2039, with lock in period of 8 (Eight) years.**

The rent will be in terms of Clause No. 4 of the lease deed and the remaining open land (which is included in 2 acres as above stated) for playground which carries no rental value.

That the **LESSOR** agree to provide **office provision** to the **LESSEE** on or before 28th February 2023.

However, if the **LESSOR** does not cooperate with the **LESSEE** in any respect for handover of premises and smooth running of its operations prior to lease period/handover of premises, then **LESSEE** have full right to terminate this the lease deed with immediate effect and in such cases lock-in period will not be applicable.

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

1. The **LESSOR** hereby declares that they are the owner and possessor of the demised premises which is more fully described in the schedule mentioned hereunder and if any encumbrances, charges, liens etc. is on the demised premises same will be borne by the LESSOR
2. That in pursuance of the above agreement and in consideration of the rent herein reserved the **LESSOR** do hereby agree to transfer by way of lease on or before 1st April, 2023, all that its part and parcel of the scheduled property unto the **LESSEE** to hold the same till the subsistence of the lease on the following terms and conditions.
3. The term of lease is for a period of **16 (Sixteen) years, with lock-in period of 8 (Eight) years**. The lease period will commence from 1st April, 2023 and run till 31st March, 2039 or 16 (Sixteen) years from the date of actual occupation of building by the **LESSEE**. The **LESSEE** and the **LESSOR** have the option of terminating this lease deed by serving a notice of 12 (Twelve) months in advance after the completion of lock-in period from either side. It was also agreed that the vacation notice will not be served in the middle of academic year. The Lease period may be renewed after the expiry of Lease agreement with the consent of both the parties on the agreed terms at that time.
4. (a) That the **LESSEE** has agreed to pay a consolidated yearly rent of **Rs.1,35,00,000/- (Rupees One Crore Thirty-Five Lakh Only) + GST,** which amount to **Rs.11,25,000/- (Rupees Eleven Lakh Twenty-Five Thousand Only) + GST** per month for the area of 52,000 Sq.fts., approx.,

   First rent will be deposited on or before 10th May, 2023 or 10th of next month of the actual date of possession.

Or

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(b) **LESSEE** agrees to pay 23% of Total fee received of all heads except transport, Books and uniform fee.

Whichever is higher of both amounts will be paid as rent and same will be paid to the **LESSOR** by the **LESSEE**.

That the rent payable is subject to deduction of TDS as per income tax law and shall be deposited within the period as per income tax act, 1961.

In case of applicability of clause 4 (b), the difference amount between 4 (a) and 4 (b) will be paid by the end of 4th quarter commencing from 1st April 2023 and the TDS certificate in Form – 16A of the IT Act will be issued once in a year.

The **LESSEE**'s liability to pay rent to the **LESSOR** will commence from **1st April, 2023** or on date of actual occupation of the completed building by the **LESSEE**. The rent will be paid in proportion to the occupied slab area of the building. Common areas like **Cellar, Parking, Playground, open land, elevation balconies, O.T.S.** will not be considered for the calculation of the rent. However, the **LESSEE** shall have right to utilize the space/area along with the building.

5. Both the parties agree that post handover of premises, they will execute the building handover letter and that the said letter will reflect the actual area and actual date of possession of the building.
6. That the **LESSOR** has already constructed the required no. of internal partitions, toilets, flooring, water, electricity etc. as per the requirements of the **LESSEE**.
7. As part and parcel of this deal the **LESSOR** have agreed to let the **LESSEE** use the open land within 2 acres area as prescribed in schedule of property for playground which is also co terminus with this lease deed and does not carry any rental value.
8. That the **LESSEE** has agreed to pay to the **LESSOR** a sum of **Rs.67,50,000/- (Rupees Sixty-Seven Lakh Fifty Thousand only)** towards interest free rental deposit. Both the parties agree that upon issue of vacation notice, the amount of rent payable will be adjusted in the later months of notice period basis rent payable for said period and mutual understanding of both the parties. For better clarity for e.g.: If interest free rental deposit amount can be adjusted in 3 to 6 months than the same will be adjusted in later 3 to 6 months of the notice period and rent will be paid for balance notice period.
9. That the **LESSEE** has also agreed to pay sum of **Rs.67,50,000/- (Rupees Sixty-Seven Lakh Fifty Thousand only)** to the **LESSOR** towards short term security deposit which shall be deducted in 24 equal monthly installments from the date of occupation of Building.

Whereas both the parties agree that the total of interest free rental deposit and short term security deposit will be released in a phased manner as follows,

SI	Installment	Details	% of amount release	Amount
1	1st Installment	At the time of lease registration	50%	Rs.67,50,000/-
2	2nd Installment	Hand overing the building	50%	Rs.67,50,000/-

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	Total Interest Free Rental Deposit & short-term security deposit Amount	**100%**	**Rs.1,35,00,000/-**

10. That the building is constructed as per the approved plan by the respective Authority and as per CBSE norms. The plan of the building constructed is signed by both the parties and the said plan would be treated as part and parcel of this deed. The elevation of the premises should be consulted with the **LESSEE** and designed so as to bring out rich ambiance to the structure and its location.
11. The **LESSEE** shall have a right to alter the building according to the convenience without affecting the utility and the life of the building with the prior approval of the **LESSOR** in writing for major works.
12. That the **LESSEE** hereby agrees to use the said premises for the purpose of running educational institution(s) and not for any other purpose. The **LESSEE** is at liberty to use the leasehold premises for any other Educational Institutions established by him/them.
13. The **LESSEE** has a right to sub-lease the property to any of its group owned group Companies/ firms/ Trusts etc. for the purpose of running the educational institutions with the written permission of the **LESSOR**.
14. That the **LESSOR** shall be liable to pay the property tax, all other municipal taxes and statutory taxes levied by the Municipal Corporation or local authority or State or Central Government in respect of the building. However, Water and Electricity consumption charges as per the meter readings and the bills issued by the competent authorities shall be paid monthly/regularly by the **LESSEE** during the tenancy. **GST applicable on the rent of the building shall be borne by the LESSEE.**
15. **LESSEE** shall clear and pay all the bills and dues of utilities of the premises at the time of hand over of the premises to the **LESSOR**.
16. That the **registration charges** whatsoever required for getting the lease deed registered for any/all purposes with sub-registrar or district registrar **shall be borne by both parties equally i.e. in 50:50 ratio.**
17. That the **LESSOR** agree to undertake the responsibility of coloring/ painting and doing minor repairs required for the demised premises once in 5 (Five) years in order to keep it in good state. In case the same is undertaken by the **LESSEE** with the prior approval of the **LESSOR**, the cost incurred by the **LESSEE** shall be reimbursed by the **LESSOR** by way of deduction from the succeeding monthly rentals payable.
18. The additional electrical consumption deposit **(ACD)** shall be borne by the **LESSOR.** In case the ACD is paid by the **LESSEE** the same shall be reimbursed by the **LESSOR** by way of deduction from the next month rentals. Transformers to be erected by the **LESSOR** according to the technical and electrical requirement proportionate to the building.
19. Entire building is fixed with tube light, bulb fixtures and fan Hooks as directed by the **LESSEE.**
20. The **LESSOR** has provided sufficient water for drinking and sanitary purpose. There is a bore well drilled and fit with a **5 HP motor to pump water to an overhead tank with a capacity of 10,000 liters** from where pipe lines will let out water to restrooms and at required spots.
21. All rooms/corridors are provided with reputed quality **anti-skid tile** flooring and marble / kota stone flooring and toilet/restroom/urinal floors, walls, passages are fitted with glazed

anti-skid tiles. Corridors, 2 staircases to be provided with good quality flooring. All floors including both staircases with railing are inspected by **LESSEE** and **LESSEE** found it satisfactory.

22. That the **LESSOR** has provided a compound wall around the building with the gates erected at the required areas.

23. Both the parties agree that the **LESSOR** is responsible for the major structural maintenance of the building till the completion the term of lease.

24. **LESSOR** will use good quality fittings for mechanical, electrical and plumbing. **LESSOR** will be responsible for the maintenance with respect to the mechanical, electrical and plumbing equipment's for the first 2 years.

25. In the event of any portion of the leased premises being taken away/acquired for the set-back or for the road widening purposes or otherwise by the statutory authorities the **LESSEE** shall not be entitled to claim any compensation or any other claim whatsoever for any such action from the **LESSOR** property. However, the lease rentals shall not be reduced as per the available with immediate effect and short fall in the same quality of plinth area shall be provided by the **LESSOR.**

26. The **LESSOR** promises to assist the **LESSEE** to claim warranty etc. in the first year. Thereafter the cost of all minor repairs shall be borne by the **LESSEE**. The **LESSEE** is not responsible for structural defects because of natural calamities like earthquake, Hurricanes, riots, fire ablaze etc. Soil load to be provided wherever required. Security posts (Rooms) at all gates (including main gate) shall be provided by the **LESSOR**. The approach road to the premises will be provided by the **LESSOR**.

27. In the event, the **LESSOR** offer the demised premises for sale/transfer to other third party/ i.e., as a whole or in part/s in future, the **LESSOR** shall notify the **LESSEE** well in advance and the **LESSOR** shall ensure that such sale/transfer by the **LESSOR** shall be subject to the lease in favour of the **LESSEE**. The **LESSOR** shall in such event ensure that the prospective new owner of the demised premises shall confirm to the satisfaction of the **LESSEE** that the terms herein agreed to by this lease deed shall be binding on the said new owner and the said new owner shall also acknowledge the receipt of the interest free refundable security deposit from the **LESSOR.** It is hereby further agreed, understood and confirmed that a clause in respect of such option in favour of the **LESSEE** shall be incorporated in the Deed of Sale/transfer in favour of such Third party/parties.

28. **FORCE MAJEURE:** Neither Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with due to circumstances beyond the reasonable control of such Party, including but not limited to change in legislation, fire, flood, explosion, epidemic, accident, act of God, act of terrorism, war, riot, strike, lockout, or other concerted act of workmen, act of Government and/or shortages of material. The Party claiming an event of force majeure shall promptly notify the other Party in writing and provide full particulars of the cause or event and the date of first occurrence thereof, as soon as possible after the event and also keep the other Party informed of any further developments. The Party so affected shall use its best efforts to remove the cause of non-performance, and the Parties shall resume performance hereunder with the utmost dispatch when such cause is removed. If the force majeure continues for a continuous period exceeding 30 (Thirty) Business Days, the Parties shall assess the possible options available.

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Odhan Road Kalanwali,
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29. The **LESSOR** agreed to provide existing **generator with 62.5 KVA** capacity which will be used and maintained by the **LESSEE**.

30. All rooms as detail given in annexure are provided fully equipped with all the equipment required to run the smart school and will take handover back in good condition as prescribed in annexure attached.

31. **The LESSOR should provide the authorized <u>building plan, Sanitary Certificate, Structural Soundness Certificate, Fire Safety Certificate (With all fire safety equipment as specified by the competent authority)</u>, Municipal Occupancy Certificate, etc. issued by the competent authority at the LESSOR own cost. The occupancy certificate will be provided by the Lessor within 6 months from the date of occupation of the building.**

32. This agreement is subject to arbitration as per the Indian Conciliation and Arbitration Act, 1996 and all disputes regarding this lease deed shall be subjected to **Haryana Jurisdiction** only.

33. The **LESSOR** agrees to provide the **LESSEE** with necessary NOC if the premise of the demised property is located in any localities that if residential/society/community in nature from their respective authorized bodies.

Witnesses:

1. Harbans Singh
   Municipal Councillor
   Kalanwali (Sirsa)
2. VIKAS GARG
   S/o PREM KUMAR
   R/o Kalanwali

LESSOR
ASHOK SINGLA
Secretary
SBS Social Welfare Trust (Reg. 1211)
Odhan Road Kalanwali
Sirsa Haryana-125201

LESSEE
Sri Vaishanavi Educational Trust
Authorised Signatory

SCHEDULE OF PROPERTY

All that part and parcel of the property bearing Khewat Khata No. 717 min / 1504 min, Khasara No. 320, kila No. 18/1, 18/2, 19 & 20, total admeasuring 16 Kanal 2 Marla i.e. 2 Acres, situated at Village Kalanwali, Tehsil & District Sirsa, Haryana, having building consisting of Ground + 1 floors, with total plinth area of 52,000 sq.fts, leased to the Lessee is bounded by:

East: **Kalanwali Odhan Road**
West: **Land**
South: **Land**
North: **Land**

In Witness Where of the **LESSOR** and **LESSEE** have signed this Lease Deed at their free will, and sound mind, without any force or coercion. Having read the above contents and having understood, they have affixed their hand seals and their signatures on this Lease Deed on the day, month and year of the first mentioned above in the presence of the undersigned witnesses.

Witnesses: Harbans Singh
Municipal Councillor
Kalanwali (Sirsa)

Sri Vaishanavi Educational Trust
Authorised Signatory

ASHOK SINGLA
Secretary
SBS Social Welfare Trust (Reg. 1211)
Odhan Road Kalanwali,
Sirsa Haryana-125201

1.

Harbans Singh
Municipal Councillor
Kalanwali (Sirsa)

2.

VIKAS GARG
S/o PREM KUMAR
R/o Kalanwali

LESSOR

ASHOK SINGLA
Secretary
S&S Social Welfare Trust (Reg. 211)
Odhan Road Kalanwali,
Sirsa Haryana-125201

LESSEE

Sri Vaishanavi Educational Trust

Authorised Signatory

Sri Vaishanavi Educational Trust

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Secretary
S&S Social Welfare Trust (Reg. 121)
Odhan Road Kalanwali,
Sirsa Haryana-125201

Reg. No.	Reg. Year	Book No.
5633	2022-2023	1



पटटा देने वाला



पटटा लेने वाला



गवाह

उप/सयुंक्त पंजीयन अधिकारी

पटटा देने वाला :- शहीद भगत सिंह सोशल वैलफेयर ट्रस्ट कालांवाली

पटटा लेने वाला :- SRI VAISHNAVI EDU TRUST THROUGH PARSANT KUMAR

गवाह 1 :- हरबंस सिंह एस सी

गवाह 2 :- विकास गर्ग

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 5633 आज दिनांक 27-02-2023 को बही नं 1 जिल्द नं 151 के पृष्ठ नं 95 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 3135 के पृष्ठ संख्या 24 से 26 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है |

दिनांक 27-02-2023

उप/सयुंक्त पंजीयन अधिकारी(कालांवाली)