

7691/2011-12

**DEED OF LEASE**

This Deed of Lease is made at Bellary on 24<sup>th</sup> day of September 2011

**BETWEEN: Sri. PRABHU JAHAGIRDAR @ PRABHURAJ BHUPAL S/O Sri. Lingaraj Bhupal Jahagirdar, aged 42 years, R/O Gandhi Nagar, Bellary -hereinafter called as LESSOR** which expression shall, unless repugnant to the context or meaning hereof, include his successors, legal representatives and assigns ) of the **ONE PART**

**IN FAVOUR OF**

**M/S PUPIL TREE FOUNDATION** - a registered trust registered under the Indian Trust Act 1882, bearing Regn. No. 73/2001-02, having its Regd., office at No. 4/5, Tolstoy House, Anantapur Road, Patel Nagar, Bellary - represented by its Managing Trustee **Sri. Prabhu Jahagirdar @ Prabhuraj Bhupal S/O Sri. Lingaraj Bhupal Jahagirdar, aged 42 years, R/O Gandhi Nagar, Bellary - hereinafter called as LESSEE** - Which expression shall, unless repugnant to the context or meaning hereof, include its successors in title, legal representatives, assigns, associates, affiliates, subsidiaries and other authorized companies ) of the **SECOND PART.**

WHEREAS the lessor is the absolute owner of the N.A. land bearing survey No.49 A/1, measuring 2.00 Acres situated within the limits and within the Registration and Sub Registration Dists., of Bellary, more fully described in the schedule hereunder and is in possession of the same by virtue of a Registered sale deed dated 10-11-2004, bearing Doct., No. 6682/2004-05 and having purchased the same from A. Gangadhara and Smt. Adilakshmi of Bellary and the schedule land has been converted to N.A. by the Deputy Commissioner on 27.4.2005 vide order No. Rev. Lnd. Con/287/2004-05 ( hereinafter referred as DEMISED LAND )

Whereas the lessor has represented that he has a clear and unrestricted right to lease out the Demised Land for the purpose Non-Agricultural use and is legally competent to enter into the lease of Demised Premises.

For Pupil Tree Foundation

Chair Person.



ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
 ಮೊಂಡಜಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
 Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. Pupil Tree Foundation represented by its Managing Trustee Prabhu Jahagirdar  
 @ Prabhuraj Bhupal S/o. Lingaraj Bhupal Jahagirdar , ಇವರು 150.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ  
 ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	150.00	S.R.O ಬಳಕೆ
ಒಟ್ಟು :	150.00	

ಸ್ಥಳ : ಬಳ್ಳಾರಿ

ದಿನಾಂಕ : 24/09/2011

*(Handwritten Signature)*  
 24. 9. 2011

ಕೆ. ಕೃಷ್ಣಯ್ಯ  
 ಅಧಿಕಾರಿ (ಪ್ರಮಾಣಪತ್ರ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖೆ)  
 ಬಳ್ಳಾರಿ

Designed and Developed by C- DAC ACTS Pune.

ಇದು.....ಪುಸ್ತಕದ.....7691  
 ದಸ್ತಾವೇಜಿನ.....ಹಾಕಿ

ಅವಕ ಸುಂದರಾಧಿಕಾರಿ  
 ಬಳ್ಳಾರಿ

Whereas the lessee has approached the lessor to take on rent the demised land for the purpose of constructing a building to run an educational institution or institutions.

Whereas the lessor has agreed to lease the Demised land and allow the Lessee to undertake construction on the Demised Land and the Lessee has agreed to take on lease the Demised Land on the terms and conditions herein set forth below.

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

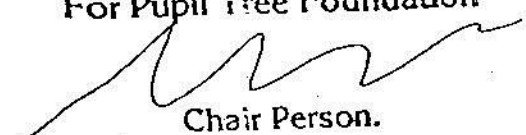
1. In consideration of the agreed terms between the parties hereto and in consideration of the annual rent and other charges reserved hereinafter, the lessor hereby grants and demises to the lessee the Demised land together with rights, easements, appurtenances etc., for construction and subsequent use to run Educational Institution or institutions for a Minimum period of 30 years

2. That the lessor hereby grants to the Lessee the authority to construct upon the Demised land any building/structures as may be deemed fit by the lessee subject to the local laws/permissions/approvals applicable to the demised land and the lessee undertake to carryout, upon the demised land, such as construction as shall be within the terms of the permission/approval granted by the local authorities in regard thereto.

3. That the lessee shall be responsible to obtain all such permissions/approvals from the local bodies and other regularly authorities for the purpose of construction upon the Demised Land as may be applicable to the Demised land.

4. In consideration of the lessee's payment of the rent of **Rs.5,000/-** ( Rupees Five Thousand only ) per year ( hereinafter referred to as ANNUAL RENT ) from this date of handing over the vacant physical possession of the Demised land i.e 24-9-2011. The lessor has agreed to lease out the Demised Premises to the Lessee on the terms and conditions herein contained for **30 years** from this day.

For Pupil Tree Foundation

  
Chair Person.

XXXXXXXXXXXX

Print Date & Time : 24-09-2011 05:20:02 PM

ದಾಖಲೆ ಸಂಖ್ಯೆ : 7691

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್ ಬ್ಯಾಂಕು ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 24-09-2011 ರಂದು 05:14:47 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ವೆ.
1	ನೋಂದಣಿ ಶುಲ್ಕ	100.00
2	ಸ್ಟ್ಯಾಂಪ್ ಡೀ	300.00
3	ವರದಿಗಳನ್ನು ಮತ್ತು ವರದಿಗಳನ್ನು	30.00
	ಒಟ್ಟು :	430.00

ಇದು..... 7691  
 ವಸೂಲಿವೇಟನ..... 4..... 11.12



ಅವ ನೋಂದಣಾಧಿಕಾರಿ  
 ಬ್ಯಾಂಕು.

ಶ್ರೀ M/s. Pupil Tree Foundation represented by its Managing Trustee Prabhu Jahagirdar @ Prabhuraj Bhupal S/o. Lingaraj Bhupal Jahagirdar ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s. Pupil Tree Foundation represented by its Managing Trustee Prabhu Jahagirdar @ Prabhuraj Bhupal S/o. Lingaraj Bhupal Jahagirdar			For Pupil Tree Foundation Chair Person

ಶ್ರೀ ಕೃಷ್ಣಪ್ಪ  
 ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್  
 ಹಿರಿಯ ಅವ ನೋಂದಣಾಧಿಕಾರಿ  
 ಬ್ಯಾಂಕು.

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
1	Prabhu Jahagirdar @ Prabhuraj Bhupal S/o. Lingaraj Bhupal Jahagirdar . (ಬರೆದುಕೊಡುವವರು)			

24.9.2011  
 ಶ್ರೀ ಕೃಷ್ಣಪ್ಪ  
 ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್  
 ಹಿರಿಯ ಅವ ನೋಂದಣಾಧಿಕಾರಿ  
 ಬ್ಯಾಂಕು.

5. That besides the rent herein above reserved, if the lessee obtains electricity and water supply at it's own cost in the Demised land after taking over of the vacant physical possession of the Demised land, the Lessee shall be duty bound to honor all the bills received in that behalf from the concerned authorities from time to time.

6. The Lessee shall diligently observe and perform all the terms and conditions and/or covenants of this Lease Deed.

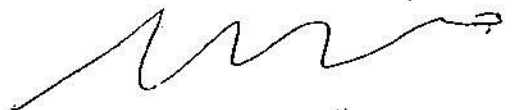
7. The Lessee shall, permit the lessor and or his authorized representatives, by prior appointment to inspect and visit the demised land, in the presence of lessee or his authorized representative at all reasonable hours, as and when necessary. The Lessor will ensure that such entry will not disturb the quiet and peaceful possession of the Demised land by the Lessee or any person claiming through the Lessee, use of the Demised land.

8. During the subsistence of this lease, the lessor shall use his best endeavor to prevent any right or easement belonging to or used with the Demised land from being obstructed or lost.

9. The Lessee shall be at liberty to have the house and belongings kept in the Demised land insured at its own cost from any loss due to theft or against damage by fire or other natural calamities. The Lessor shall, however, maintain with a reputable insurance company comprehensive and adequate insurance for the Demised land. In the event of any loss destruction or damage to the Demised land arising out of any cause beyond the reasonable control of the lessee or due to Acts of God such that the demised land are rendered unusable, then this lease shall be terminable forthwith with intimation to the Lessor and the Lessor shall forthwith refund to the Lessee all unadjusted payments laying with the Lessor against delivery of the vacant physical possession of the demised land by the Lessee.

For P. M. C. Foundation

  
Chair Person.






ಇದ..... 7691  
 ದಸ್ತಾವೇಜನ..... 6

ಗುರುತಿಸುವವರು

ಶಾ.ಕೆ. ಸುಂದರಾಧಿಕಾರಿ,  
 ಬಳ್ಳಾರಿ.


ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಮಹಿ
1	Shivarama Reddy, S/o. Hanumanthareddy, MIG-88, Nethaji Nagar, KHB colony, Bellary.	<i>[Signature]</i>
2	Vijayakumar, S/o. Yerriswamy, K.B. Halli village, Bellary tq.	<i>[Signature]</i>

*[Signature]*  
 ಸಹಾಯಕ ಪ್ರಾಧಿಕಾರಿ  
 ಸಿ.ಡಿ. ನಂಬರ್ ಬಿಲ್ಡಿಂಗ್  
 ಬೆಂಗಳೂರು, ಅನುಜ್ಞಾ ಸುಂದರಾಧಿಕಾರಿ  
 ಬೆಂಗಳೂರು.



1 ನೇ ಘಟಕದ ದಸ್ತಾವೇಜು  
 ನಂಬರ್ BLY-1-07691-2011-12 ಅಗಿ  
 ಪಿ.ಡಿ. ನಂಬರ್ BLYD166 ನೇ ಧರಲ್ಲಿ  
 ದಿನಾಂಕ 24-09-2011 ರಂದು ಮೊಂಡಾಯಿಸಲಾಗಿದೆ

*[Signature]*  
 ಸಹಾಯಕ ಪ್ರಾಧಿಕಾರಿ  
 ಸಿ.ಡಿ. ನಂಬರ್ ಬಿಲ್ಡಿಂಗ್



ಬಳ್ಳಾರಿ.

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10. On the expiry of the term of this lease, or its earlier termination in accordance with the terms of the lease deed, whichever be earlier, the lessee shall immediately surrender the actual vacant physical peaceful possession of the Demised land to the Lessee, in case it is not renewed by separate Regd., lease deed.

11. The Lessee is at liberty to obtain loan from any Bank, Financial Corporation, Institution or Individual, as the case may be for the purpose of construction of building or buildings or for any other purpose by Mortgaging the lease hold rights conferred under this deed of lease including the structure on the said land to be constructed or already constructed.

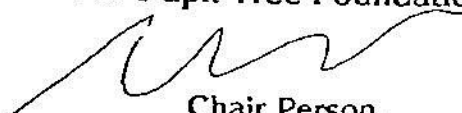
12) During the subsistence of this agreement the lessor has no right to alienate the schedule land to any other party or lease or sub lease the same to any third party

13) The Lessee shall pay the said rents regularly and punctually without any delay or single default. If default is made in the payment of the rent for any two years, then on each such default it shall be lawful for the lessor in addition to terminate this lease shall eject/evict the lessee from the schedule property hereby demised and to take possession thereof as full and absolute owner thereof.

14) The lessor hereby grants the utilization of schedule property for the purpose school purpose, Hostel facilities, mess facilities, play ground, laboratory, swimming pool, transport facility as common facilities by the Students of the lessee.

15) The Lessee shall built up temporary buildings, sheds etc., at its cost for the purpose of running school and for the above said facilities and purposes and keep them in good condition by white washing once in a year at its own cost and expenses.

For Pupil Tree Foundation

  
Chair Person.



16) The Lessee shall keep the buildings, fixtures, fittings etc., in good condition and shall restore any damage or injury caused thereto except such damage as may be caused by ordinary and reasonable wear and tear.

17) The Lessee shall not use the schedule property for any purpose other than purpose/s mentioned above.

18) All taxes such as property tax, municipal tax, panchayath tax shall be payable by the Lessor. The maintenance expenses of the amenities suitable for utilization of the lessee shall be borne by the lessee at its own cost.

19) That the lessee paying the rent hereby reserved and observing and performing the conditions and covenants herein contained shall quietly and peacefully hold, possess and enjoy the said schedule property during the said term without any interruption and disturbance by the lessor or any person claiming under him however provided in the event of breach of any of the conditions and covenants to be observed and performed by lessee, the lessee may at the option of the lessor shall stand determined and in such an event the lessor shall be entitled to re-enter into the property/premises and repossess the same as his former estate without prejudice to his right to recover all arrears of rent and any damages of breach of such conditions and covenants.

20) The lease period may be renewed for such period or periods upon such terms and conditions as may be mutually agreed upon by the parties concerned and such renewed deed shall be registered separately.

21) The terms and conditions of this lease deed may be altered or amended either partially or wholly with mutually consent in writing of the parties concerned.

For Pupil's Foundation

Case Person.



22) After the expiry of the lease period the land property will be returned to the lessor as in the original by taking its temporary sheds and buildings etc., in case it is not renewed for further term at the option of both the parties.

23) No notice is necessary to seek the eviction of the Lessee/s and the same shall be deemed to have been waived in case of default, by the Lessee/s in payment of rents regularly or in violation of any of the conditions incorporated in this lease deed.

24) The lease terminates itself by forfeiture if the Lessee/s breaks any express condition and covenant herein above to provide that on breach thereby the lessors may re-enter upon the demised premises.

25) In the event of any dispute arising between the parties hereto in respect of this lease deed they would be subject to concerned Judicial jurisdiction.

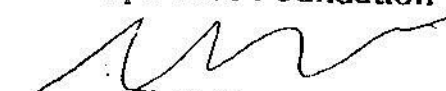
The schedule land bearing Sy.No. 49 A/1 to the extent of 2.34 acres situated at Bellary village has been converted to Non Agricultural purpose by the Deputy Commissioner, Bellary on 27-4-2005 vide order No. REV: LND: CON/287/2004-05.

IN WITNESS WHEREOF the parties to this deed have set and scribed their hands at Bellary on the day, month and year first noted in presence of the witnesses.

### SCHEDULE

Non-agricultural land bearing Sy.No. 49 A/1 portion, measuring 2.00 acres situated within the Regn. Dist. Of Bellary and Sub Regn. Dist. Of Bellary and within the Bellary ~~city Corporation limits.~~ VILLAGE

For Pupll Tree Foundation

  
Chair Person.

**BOUNDED BY:**

East : 12 Ft., road and remaining 5 acres land in Sy.No. 49A/1

West : land in Sy.No. 48.

North: Boundary of Bellary-Sridharagadda lands,

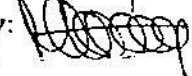
South: land bearing Sy.No. 49/A/4.

ಅವ ನುಂದವಾಧಿಕಾರಿ,  
ಬೆಳ್ಳಾರಿ.

**WITNESSES:**

1) S.V. SOBBA RAO  
S/o S.V. R.L.N. RAO  
Hampi. House,  
Pupil Tree School  
Sridharagadda Road  
Bellary.

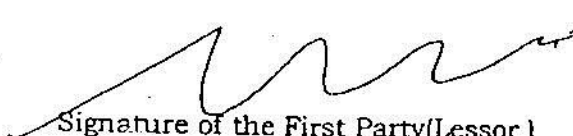
2) Rally  
Shree Renu Rally  
S/o Humble Rally  
MIS- 88 - Naly Nagar  
Bellary

Drafted by: 


ಮುಕ್ತಾಂಬರೇಶ್ವರನ್ V.S.

L. No 24/2010-11

ಬೆಳ್ಳಾರಿ ಜಿಲ್ಲಾ ನೋಟಾರಿಯಾಟ್, ಬೆಳ್ಳಾರಿ

  
Signature of the First Party(Lessor)

**For Pupil Tree Foundation**

  
Chair Person.  
Signature of the Second Party ( Lessee)

**Pupil Tree Foundation,**  
4/5. Tolstoy House,  
Patel Nagar, Ananthpur Road  
BELLARY-583 101