



കേരളം KERALA

F 044719

This Deed of Lease made on this Twenty Ninth Day of October Two Thousand Eleven (29-10-2011) by CMC AMALA PROVINCE KANJIRAPPALLY represented by its present Provincial Superior Sr.Bensitta, aged Sixty Three (63), daughter of Sri.Varghese Mathai, Nun, CMC Convent, Angelvalley, Erumely South Village, Kanjirappally Taluk, Kottayam District (hereinafter called 'Lessor') of the one part AND Arunodaya Educational, Cultural & Charitable Trust, Podimattam, Kanjirappally, represented by its President, Sr.Bensitta CMC, aged Sixty Three (63), daughter of Varghese Mathai, Nun, Amala Provincial House, Little Flower Convent, Podimattam, Parathodu P.O., Kanjirappally Village, Kanjirappally Taluk, Kottayam District, Kerala State, (hereinafter called 'Lessee') of the other part.

Whereas the land having a total extent of 01 Hectare 21 Ares 47 Sq.mts (03 Acres 0.0257 Cents), 81 Ares (2.0084 Acres) in Survey No.131/1 and 40 Ares

Lessor : Sr.Bensitta. Sr. Bensitta



SONI THOMAS BA. LL.B.
EXPL. No. K-527/30
Advocate Kottayam District Kerala



No. 2890/28.10.11.50003

47 Sq.mts (01 Acre 0.0173 Cents) and all the improvements in Erumely South Village is in the absolute possession and enjoyment of the Lessor by virtue of Possession Certificate No.14761 of Taluk Office Kanjirappally dated 10-11-2008.

And whereas the Lessee has approached the lessor for leasing of the aforesaid property scheduled below for the purpose of setting up of its Educational Insitution, St.Mary's English Medium School, Angelvalley and in order to run the said school under CBSE Syllabus and the Lessor having agreed to lease the land on the terms and conditions herein after mentioned.

NOW THIS DEED WITNESSETH AS FOLLOWS

1. The Lessor hereby demise to this lessee the lands more particularly described in the schedule hereto, for the purpose of setting up the St.Mary's English Medium Higher Secondary School as aforesaid under CBSE Syllabus for a term of 30 years from 29-10-2011 paying thereof during the term, the yearly rent of Rupees One Thousand (Rs.1,000) Only on or before Second day of the succeeding year in advance.
2. During the said terms, lessee shall pay the rent hereby reserved on the day and in the manner provided above. That the Lessee shall pay all taxes, levies and rates except land tax payable or hereafter become payable in respect of the said land or any building or structures put up thereon by the Lessee.
3. That the lessee shall not erect, build or put up any sturcture of permanent nature on the said lands except the structure required for Educational purpose as required by the authorities concerned.

Lessor : Sr.Bensitta. St. Bensitta



SON THOMAS BA. LL.B.

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4. That the Lessee shall not use or permit to use the said lands and buildings for any purposes other than the purpose mentioned above. That the Lessee shall not assign, sublet or otherwise part with the possession of the said lands or buildings in any manner. That the Lessee shall on the expiration of the term or sooner determination thereof shall peaceably and quietly surrender to the Lessor the said land after removing any structures or construction made there on.

5. The Lessee on paying the rent hereby reserved and performing all the covenants by the Lessee herein contained may hold and enjoy the said lands during the said term without any unlawful interruption by the Lessor. The Lessor shall pay land tax payable in respect of the said lands. That the Lease shall be determinable on the expiration of the period or on non-functioning of the institution. Any notice required to be given by one party to the other shall be sent through registered post on the address of the respective party given above and such notice shall be deemed to have been duly served on the party concerned.

IN WITNESS WHEREOF THE PARTY have executed this deed on the date aforementioned and have subscribed their signature.

SCHEDULE OF PROPERTY

1. Number	:	1
2. District	:	Kottayam
3. Sub District	:	Erumely
4. Taluk	:	Kanjirappally
5. Village	:	Erumely South
6. Kara	:	Angelvalley
7. Panchayath	:	Erumely

Lessor : Sr.Bensitta. Sr. Bensitta



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BOUNDARIES

East : Stream
South : Road
West : Road and Puttumannil Property
North : Puttumannil Property

DESCRIPTION

Property having a total extent of 01 Hectare 21 Ares 47 Sq.mts (03 Acres 0.0257 Cents), 81 Ares (2.0084 Acres) in Survey No.131/1 and 40 Ares 47 Sq.mts (01 Acre 0.0173 Cents) of Erumely South Village and Building therein bearing No.254 of Ward 10 of Erumely Grama Panchayath, lying within the boundaries mentioned above.

Lessor : CMC Amala Province Kanjirappally represented
by its Provincial Superior Sr.Bensitta. Sr. Bensitta

Witnesses

1. Parvathy.P.S, Pazhukkaplackal House, Thekkethukavala P.O., Chirakkadavu Parvathy
2. C.A.Jose, Chaluthottiyil, Mundakayam P.O., Mundakayam. PS

Prepared by: Adv.Benny Jacob, Pee Tee Cee Building, Ponkunnam Enrolment No.K699/87.

This document is computer printed.

Corrections & Interlineations : Nil

Lessor : CMC Amala Province Kanjirappally represented
by its Provincial Superior Sr.Bensitta. Sr. Bensitta

The executant and the witnesses signed before
me on this the 29th October
2011



SONI THOMAS BA, LL.B.

29/10/11