

109/2020-21



LEASE DEED

This Lease deed is made and executed by and between:

The CONGREGATION OF THE SISTERS OF LITTLE FLOWER OF BETHANY, represented by its present Superior General Rev Sr M ROSE CELINE BS aged about 66 years, D/O Late Deiog Fernandes, Indian Christian Catholic, presently residing at Bethany Generalate, Bendur, Mangalore - 575 002 (Aadhar Card 2697 3135 1580) represented by its general power of attorney holder The Provincial Superior, Mangalore Province of the Congregation of the Sisters of the Little Flower of Bethany, Mangalore, the present incumbent being Rev. Sr. Cicilia Mendonca B.S., D/o. Jeremias Mendonca, Residing at Bethany Provincial House, Vamanjoor, Mangalore as per general power of attorney dated 29.07.2016 duly executed and authenticated before Clarence Pais, advocate and Notary, Mangalore (Aadhar Card No.3157 3641 7786).

Handwritten notes: 15/11, 20-21, 1909, 6061

Hereinafter called the "LESSOR" of the one part;

[Signature]

CORRESPONDENT
BETHANY SCHOOL
KINNIKAMBLA, D.K. - 574 151

Provincial Superior
Bethany Provincialate
Vamanjoor Post
Mangalore - 575 025

[Signature]
PRINCIPAL
BETHANY SCHOOL
KINNIKAMBLA, D.K. - 574 151

CORRESPONDENT
BETHANY SCHOOL
KINNIKAMBLA, D.K. - 574 151

AND

THE BETHANY EDUCATIONAL SOCIETY @ MANGALORE, represented by its Secretary Sister Mariette Mariya Gretta Crasta (Sr Mariette BS), aged 54 years, D/o Lukas Crasta, residing at Bethany Generalate, Bendur, Mangalore-575002 D.K. District (Adhar Card No.6409 7518 8879) represented by its general power of attorney holder Sr Mariebelle BS, aged about 71 years, D/o late Raphael DSouza, present Correspondent of Bethany School (CBSE), Kinnikambla, D.K. District - 574151 (Adhar Card No.5079 6211 1598) as per General Power of attorney dated 09.07.2020 duly executed and authenticated before Mr Pradeep Kumara, Advocate and Notary, Mangaluru and entered in Notarial Register No.912/2020.

Hereinafter called the "LESSEE" of the other part;

The expressions "LESSOR" and "LESSEE" shall mean and include their heirs, legal representatives, executors, administrators, successors and assigns.

WHEREAS the LESSOR herein is the owner of the property more fully described in the Schedule here below, hereinafter referred to as schedule property. LESSOR has acquired the schedule property along with adjacent property as per sale deed dated 29.08.1931 registered as document No.1846 of 1931 in the office of the Registrar, South Kanara Reg on 31.08.1931. Since then LESSOR has been in actual possession and enjoyment of the schedule property as the absolute owner.

AND WHEREAS, the LESSEE herein has requested the LESSOR to lease the schedule property for a period of 30 years for the purpose of Bethany School (CBSE) and LESSOR has accepted the same subject to certain terms and conditions. In this connection

2

Provincial Superior

[Signature]

PRINCIPAL

BETHANY SCHOOL

KINNIKAMBLA, D.K.

[Signature]
CORRESPONDENT

BETHANY SCHOOL

KINNIKAMBLA, D.K. - 574 151

CORRESPONDENT

BETHANY SCHOOL

KINNIKAMBLA, D.K. - 574 151

MEMORANDUM



Date: _____

To: _____




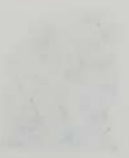
Subject: _____

No.	Description	Amount
1	_____	675.00
2	_____	5.00
3	_____	490.00
4	_____	40.00
Total		6810.00

For details of the above items, reference is made to the report of the _____ dated _____ and the _____ dated _____.

No.	Particulars	Particulars	Particulars	Particulars
1	_____			R. Kani CORRESPONDENT BETHANY SCHOOL KINNIKAMBLA, D.K. - 574 151

[Handwritten signature]

No.	Particulars	Particulars	Particulars	Particulars
1	_____			R. Kani CORRESPONDENT BETHANY SCHOOL KINNIKAMBLA, D.K. - 574 151
2	_____			Provincial Superior Bethany Provincialate Vamanjoor Post Mangalore - 575 028

[Signature]
CORRESPONDENT
BETHANY SCHOOL
KINNIKAMBLA, D.K. - 574 151

[Signature]
PRINCIPAL
BETHANY SCHOOL
KINNIKAMBLA, D.K. - 574 151

[Signature]
Provincial Superior
Bethany Provincialate
Mangalore - 575 028

LESSOR has passed a resolution dated 21.03.2020 to let out the schedule property for a period of 30 years. So also, LESSEE has passed a resolution dated 21.03.2020 to obtain the schedule property for a period of 30 years. LESSEE has also passed a resolution dated 21.03.2020 authorizing present correspondent Sr M.M.G.C to execute and register the lease deed.

Now THEREFORE, this term lease deed is executed and witnesseth as follows:

1. In consideration of LESSEE paying yearly rental of ₹ 12,54,570/- (Rupees Twelve Lakhs Fifty Four Thousand Five Hundred Seventy only) payable as set out here below and of the covenants contained herein, The LESSOR does hereby grant and demise the immovable property described in Schedule here below unto the LESSEE on term lease for a period of 30 years commencing from 22.03.2020 and ending with 21.03.2050 subject to the followings terms and conditions.

2. The LESEE shall use the schedule property for the purpose of Bethany School.

3. The LESSEE has this day been put in actual possession of the schedule property and shall hereafter hold and enjoy the same as term LESSEE in terms of this lease deed.

4. The LESSEE shall pay the annual rent of Rs.12,54,570/- (Rupees Twelve Lakhs Fifty Four Thousand Five Hundred Seventy only) referred to above by the end of 14th December of every English Calendar year and in case of default the LESSOR is entitled to recover the arrears with interest thereon at 15% p.a. till payment. First of such annual rental shall be paid on or before the end of March every calendar year.

The LESSEE is entitled to run educational institution in the Schedule property by obtaining necessary permissions and

3

Sr. M.M.G.C
CORRESPONDENT

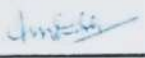

BETHANY SCHOOL
KINNIKAMBLA, D.K. - 574 151

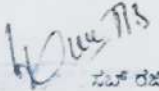
H. Kanilulla
CORRESPONDENT
BETHANY SCHOOL
KINNIKAMBLA, D.K. - 574 151

10/12/2019
1009
12/12/2019
Provincial Superior
Bethany Provincialate
Varamoor Post
Mangalore - 575 028

[Signature]
PRINCIPAL
BETHANY SCHOOL
KINNIKAMBLA, D.K. - 574 151

ಗುರುತಿರುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	ಸಿವ್ವರ್ ಅನ್ನಾ ಮರಿಯ ಬಿ ಎನ್ ವಾಮಣ್ಣೂರು, ಮಂಗಳೂರು	
2	ಸಿವ್ವರ್ ಫಾದಿಯ ವಿಲ್ಮ ವಾಮಣ್ಣೂರು, ಮಂಗಳೂರು	


ಸಿಬ್ ರಜಪ್ಪಾ ರ

G.S.C No:IG018700098 65

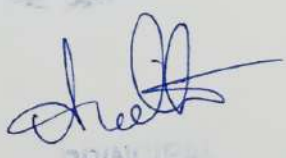


1 ನೇ ಪ್ರಸ್ತುತದ ದಸ್ತಾವೇಜು
ನಂಬರ MGT-1-01909-2020-21 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ MGTD1064 ನೇ ಧರಲ್ಲಿ
ದಿನಾಂಕ 07-08-2020 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ


ಸಿಬ್ ರಜಪ್ಪಾ ರ (ಮಂಗಳೂರು ತಾಲ್ಲೂಕು)

Designed and Developed by C-DAC, ACTS, Pune





PRINCIPAL
BETHANY SCHOOL
KINNIKAMBLA, D.K.-574 151



CORRESPONDENT
BETHANY SCHOOL
KINNIKAMBLA, D.K. - 574 151

competent to use the same for the benefits of its members and public. The LESSEE shall use the schedule property only for purpose of running educational institutions and shall not use the schedule property for any other purpose without the permission of the LESSOR.

6. The LESSEE shall pay all outgoing tax charges etc. in respect of the schedule property.

7. Upon expiry of the period of lease the LESSEE shall handover vacant possession of schedule property to the LESSOR along with buildings and improvements without claiming any compensation.

8. That the LESSEE shall not without the permission of the LESSOR, sublet or transfer or assign or in any manner part with the possession of the whole or any portion of the schedule property or allow or create any kind of right, title or interest for any person, firm or institution etc., in respect of the schedule property. Any such agreement, transfer or transaction etc. effected by the LESSEE or by anyone on its behalf, shall be null and void, besides being deemed as a breach the terms and conditions of the lease deed, thereby entailing the termination forthwith by the LESSOR with right to resume possession of the schedule property. The LESSEE shall be liable to the LESSOR to make good any loss, expenses, damages etc., as fixed and demanded by the LESSOR, and also for all consequences arising on account unauthorized subletting or assignment of the schedule property.

9. If LESSEE keeps the rentals in arrears of any two years LESSOR shall have the right to terminate the lease and the lease shall stand forfeited. In such an event LESSOR is entitled to re-enter the Schedule property and LESSEE shall surrender the schedule property with all improvements standing thereon without claiming any compensation.

1989
11

Provincial Superior
Bethany Provincialate
Vamanjoor Post
Mangalore - 575 028

[Signature]

PRINCIPAL
BETHANY SCHOOL
KINNIKAMBLA, D.K.

[Signature]

CORRESPONDENT
BETHANY SCHOOL
KINNIKAMBLA, D.K. - 574 151
R. Hanikulla #

CORRESPONDENT
BETHANY SCHOOL
KINNIKAMBLA, D.K. - 574 151

10. Apart from the rents the LESSEE shall regularly pay the outgoings in respect of the schedule property and the building standing thereon.

11. That the LESSEE fulfilling all the obligations mentioned in this deed shall be entitled to use the schedule property without any let or hindrance by the LESSOR, subject to the period, terms and conditions specified in this deed which shall continue to be applicable to the LESSOR and LESSEE as long as the valid tenancy herein subsists.

12. That the LESSEE shall quit and surrender the lease hold property after expiry of the period contemplated under this lease deed and the LESSOR is entitled to recover the schedule property from the LESSEE after expiry of the period of lease unless it is renewed from time to time.

13. The LESSEE shall hold and enjoy the schedule property during the subsistence of this lease in the manner mentioned above so long as the LESSEE performs and adheres to the covenants contained here in the LESSOR is entitled to determine this lease and he enter the schedule property irrespective of the period of lease.

14. That the LESSEE fulfilling all the obligations mentioned in this lease deed shall be entitled to use the schedule property without any let or hindrance by the LESSOR, subject to the period, terms and conditions specified in the agreement which shall continue to be applicable to LESSOR and LESSEE as long as the valid tenancy here in subsists.

15. The terms and the expressions LESSOR and LESSEE used in this deed shall mean and include their respective legal heirs, legal representatives, successors, assignees, agents etc.

Handwritten notes in blue ink:
Census No. 544
20-21
1909
I

J. Jacep

CORRESPONDENT
BETHANY SCHOOL
KINNIKAMBLA, D.K. - 574 151

R. Ramilulla

CORRESPONDENT
BETHANY SCHOOL
KINNIKAMBLA, D.K. - 574 151

5

[Signature]

PRINCIPAL
BETHANY SCHOOL
KINNIKAMBLA, D.K.

Provincial Superior
Bethany Provincialate

SCHEDULE
(Descriptions of the property)

Non agricultural immovable Properties situated in Mulur Village of Mangalore Taluk and within Gurupur panchayath and within the Registration District of Mangaluru Taluk and comprised in :-

Item No	Sy. No.	Kissam	Extent A-C	Extent In Sq Mtrs	Remarks
1.	15/1	Converted	1-40.00	8229.68	Portion
2.	15/1	Converted	0-17.25		Portion
3.	14/1	Converted	0-42.75 (out of 0-82 cents)		Portion

With buildings bearing Door No.6-187 (1) with all other improvements standing thereon.

BOUNDARIES AS PER FORM NO.9 AND 11A :-

North : Remaining portion of Sy. No. 14/1
 South : Remaining Portion of Sy. No.15/1
 East : Remaining Portion of Sy. No.15/1
 West : Remaining Portion of Sy. No.15/1

Property I.D.No.151100303800120960

Item No.1 of the Schedule Properties are converted as per the endorsement issued by the Tahsildar of Mangaluru Taluk in its Proceedings No.LCUM10008544 dated 06.09.2019.

[Signature]
CORRESPONDENT
 BETHANY SCHOOL,
 KINNIKAMBLA, D.K. - 574 151
R. Kanihalla

CORRESPONDENT
 BETHANY SCHOOL,
 KINNIKAMBLA, D.K. - 574 151

[Signature]
PRINCIPAL
 BETHANY SCHOOL,
 KINNIKAMBLA, D.K.

Provincial Superior
 Bethany, Kinjalate
 Vamanjoor Post

Item No.2 of the Schedule Properties are converted for non agricultural purpose as endorsement issued by Tahsildar of Mangaluru Taluk in its Proceedings No. LCUM10008543 dated 06.09.2019.

Item No.3 of the Schedule Properties are converted for non agricultural purpose as per the endorsement issued by the Tahsildar of Mangaluru Taluk in its Proceedings No.LCUM0000875 dated 10.03.2019.

Rural Development and Panchayath Raj Department has given Single Plot approval as per its letter dated 30.11.2019 in its proceedings No.ನಾಗ್ರಾಯೋ :ಸನಿಮಂ/ವಿನ್ಯಾಸ/42/2019-20

IN WITNESS WHEREOF, the LESSOR and LESSEE have signed this the Lease deed on this the 16th day of July 2020 at Mangalore, D.K.

[Signature]
LESSOR
Provincial Superior
Bethany Provincialate
Vamanjoor,
Mangalore - 575 028

[Signature]
CORRESPONDENT
LESSEE
BETHANY SCHOOL
KINNIKAMBLA, D.K. - 574 151

[Signature]
(SR ANNA MARIA BS)
BETHANY PROVINCIALATE
VAMANJOOR, MANGALORE
575028

2.
[Signature]
(Sr Flavia Wilma)
Bethany Provincialate
Vamanjoor

Drafted by: *[Signature]*
Mr. M. P. Noronha
Advocate,
Royal Chambers, II Floor,
Kodialbail, Mangalore-575 003.

Sub Registrar
0
1909
20-21

[Signature]
7
PRINCIPAL
BETHANY SCHOOL
KINNIKAMBLA, D.K.

[Signature]
CORRESPONDENT
BETHANY SCHOOL
KINNIKAMBLA, D.K. - 574 151