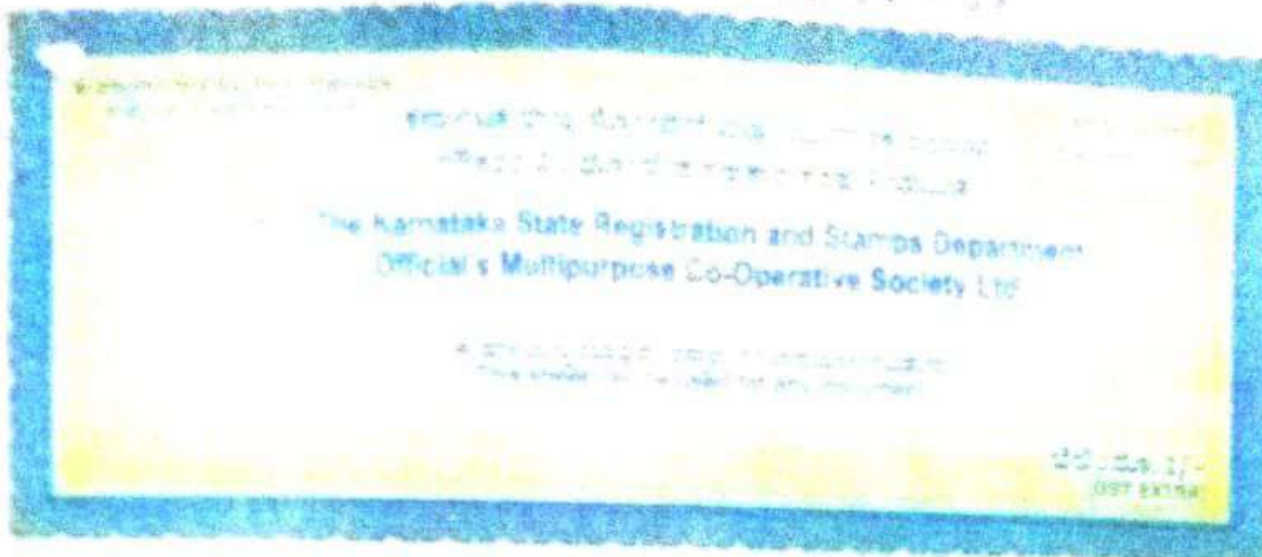




LEASE DEED

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 Deilog 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).

Hereinafter called the "LESSOR" of the one part;

Provincial Superior
Bethany Generalate
Vamanjoor Post
Mangalore - 575 028

1

BETHANY SCHOOL
KINNIKAMBA, D.K. - 574 151


CORRESPONDENT
BETHANY SCHOOL
KINNIKAMBA, 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), Kinnikambala, 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

PRINCIPAL
BETHANY SCHOOL
KINNIKAMBLA, D.K. - 574151

L. Kambelle
CORRESPONDENT
BETHANY SCHOOL
KINNIKAMBLA, D.K. - 574151

Sl. No.	Particulars	Amount
1	1st part of the bill	1000/-
2	2nd part of the bill	1000/-


1 ನೇ ಪ್ರಸ್ತುತದ ರಸ್ತಾವೇಣು
ನಂಬರ MGT-1-01909-2020-21 ಆಗಿ
ಪಿ.ಡಿ. ನಂಬರ MGTD1064 ನೇ ಪತ್ರದಲ್ಲಿ
ತೀರ್ಮಾನ 07-08-2020 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ಸಹಿ ರಚಿಸಿದ್ದಾರೆ (ಮಂಗಳೂರು ತಾಲ್ಲೂಕು)

Designed and Developed by: [www.kits-pune.org](#)

BEHARAT SCHOOL
KINNIKAM, P.O. 136-474 151

sanctions from the concerned local authorities in its name and is 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.

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

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.

19 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.

L. K. Kinnikambla
Provincial Superior
Bethany, Kinnikambla
Vannargudi Post
Mangalore - 575 028

L. Kinnikambla
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.

R. Kamibella

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


BETHANY SCHOOL
KINNIKAMBA, D.K. - 574 151

Provincial Superior
Bethany Provincialato

Contine 594
20 al 1909
1909
1909

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.

L. Kanihalla

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

Provincial Superior
Bethany, Kinnikambla
Vamanjoor Post

Sub Registrar
Mangalore
20.09.2019
1907

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.

LESSOR
Provincial Superior
Betr. WITNESSES:-
Mangalore - 575 028

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

2.

Amalga
(SR ANNA MARIA BS)
BETHANY PROVINCIALATE
VAMANJOOR MANGALORE
575028

Flavia Bs
(Sn Flavia Wilma)
Bothany Provincialat
Vamanjcon

Drafted by:

Mr. M. P. Noronha
Advocate,
Royal Chambers, II Floor,
Kodialbail, Mangalore-575 003.

7


BETHANY SCHOOL
KINNICKAMMA, D.K. - 574 151