

01CC 223641

*Wp. Sahi*

THIS LEASE DEED IS MADE on the 24th. day  
of December, in the year Two thousand and One A.D.

Between SHREE KAUSTUBH MANI PRATAP SAHI, s/o. Shri

M.P. Sahi, R/o. Hathwa Place, Shanker Bhawan,

Premises No .C.9/207-1, Pichashmochan Road,

Chetganj, Varanasi, hereinafter called the LESSOR,

which expression excluded or repugnant to the

context be deemed to include his legal heirs,

successors, legal representatives and assigns

on the ONE PART;

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THE IMPERIAL PUBLIC SCHOOL, a Registered Society  
registered under the Societies Registration Act,  
situate at Mohalla Assi, Bhadaini, Varanasi;

through it's Principal Dr.Sucheta Hundoo, w/o.

Mr.Rajeev Hundoo, presently residing at Plot no.10A,

Brij Enclave Extension, Pattia, P.O. Bajardiha,

Varanasi-221010, U.P., hereinafter called the

LESSEE, which expression shall, unless excluded

or repugnant to the context, be deemed to include

its successors, legal representatives, administrators

and assigns on the OTHER PART, SHOWETH;

WHEREAS the LESSOR is the owner and landlord

of the full holding premises no.B.1/187 containing

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built portion and open space shown by letters A.B.C.D in the sketch map attached herewith situate at Mohalla Assi, Bhadaini, Varanasi Twn; And Whereas on the request of the LESSEE the LESSOR has agreed to let a portion of the said premises fully described in Schedule-I below and shown by Red hatched lines in the sketch map attached herewith for a period of thirty years on the agreed monthly rents and covenants contained hereunder. Therefore, this Indenture executed between the LESSOR and LESSEE in consonance with the agreed terms of tenancy WITNESSES AS UNDER: -

That in pursuance of the agreement already arrived at between the parties and in consideration of the rent and the covenants on the part of the

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Principal  
M. Pandey





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LESSEE hereinafter contained, the LESSOR demised unto the LESSEE a part of the Holding premises No.B.1/187 fully described in Schedule-I below and shown by red hatched lines in the sketch map attached herewith, hereinafter referred as demised premises together with all the fixtures therein existing with all rights and liberties to the LESSEE to occupy and utilise the same for its school purposes only including the right to use in common with the LESSOR and other tenants, in other part of the premises, the way for the purpose of egress and ingress paying the monthly rent of the demised premises to the LESSOR month to month regularly as agreed.

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That the LESSEE in order that the obligation may continue through the lease period covenants with the lessor as follows:-





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1- That the tenancy of the demised premises shall begin from the first date of every English calendar month and will terminate on the last date of the same month, and the monthly agreed rent of the every month shall fall due on the first date of the succeeding month and shall be paid by the LESSEE to the LESSOR positively without fail latest by the fifth day of the succeeding month.

2- That the Lessee agreed to pay monthly rent of the demised premises to the Lessor at the rate of Rs.5000/- (Rupees Five thousand) per month, which will be enhanced by 30% of the existing rent after the expiry of every five years of the tenancy period i.e. the rent for first five years will be payable Rs.5000/- per month and after expiry of five years it will be paid at the rate of Rs.6500/- per month, and

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after expiry of ten years from the inception of tenancy the monthly rent payable will be Rs.8450/- and similarly the monthly rent of the premises will be paid by the Lessee by enhancing the monthly rent by 30% of their existing rate of rent at the expiry of every five years of the tenancy period.

3- That besides monthly rent the Lessee shall pay electric meter rent charges, electrical energy charges both for light, fan and Power for the electrical energy consumed by the Lessee in respect of the demised premises and shall also pay water charges for the water consumed by the lessee in respect of the demised premises.

4- That the Lessee shall proportionately

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reimburse the amount of House Tax, Water Tax and Sewer Tax paid by the Lessor in respect of the demised premises and shall also pay or reimburse to the lessor the amount of any increase in the said taxes by any reason and any new tax levied in respect of the continuation of lease.

5- That the Lessee shall maintain the demised premises doing regularly annual white washing, painting etc. at it's own costs.

6- That the Lessee shall not at any time carry or permit to be carried on any trade, business in the demised premises or in any portion of it nor the Lessor would permit the demised premises or any part of it to be occupied by any other person whom-so-ever. In case the demised premises is found to be used for any other purpose

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except for the School the tenancy of the demised premises shall automatically stand terminated without any notice.

7- That the Lessee will not make any alteration or new construction permanent or temporary in or over the demised premises without prior permission of the Lessor in writing.

8- That the Lessee will not sub-let the demised premises or any part of it to any one whom-so-ever.

9- That all type of repairs required of the doors, windows, electrical fittings, wirings, pipes, sewerage system will be done and maintained and if necessary during lease period of the tenancy will be done by the Lessee at its own costs.

10- That the lessee will permit Sadhus and

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Saints of the Ashram to visit the Chhetra for their  
situate at other place within the premises no.B 1/187  
not let to the lessee.

11- That the Lessee will have no objection and  
permit the lessor, its agents to visit and inspect the  
demised premises at any time during working hours of  
the school.

12- That the Lessee will arrange for safe-guard  
of the demised premises properties from out side other  
persons on its own costs.

13- That if the Lessee displays any signboard  
or hoarding in respect of its school over any portion  
of the demised premises and any kind of tax levied in  
respect of such signboard or Hoarding by the Nagar  
Nigam, or any authority would be paid by the Lessee  
at its own cost.

14- That the open roof of all building situated  
within the premises including the demised premises and

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building let by the lessor to others or Chhetra have not been let to the lessee on any other respective tenant and the lessee will have no objection of any kind if the lessor builds any new construction over the open roof of the demised premises or on the roof of any other building situate within the premises no.B1/187

15- That the Lessee will be entitled to terminate the tenancy of the premises during its lease period by giving one month's prior notice in writing to the Lessor

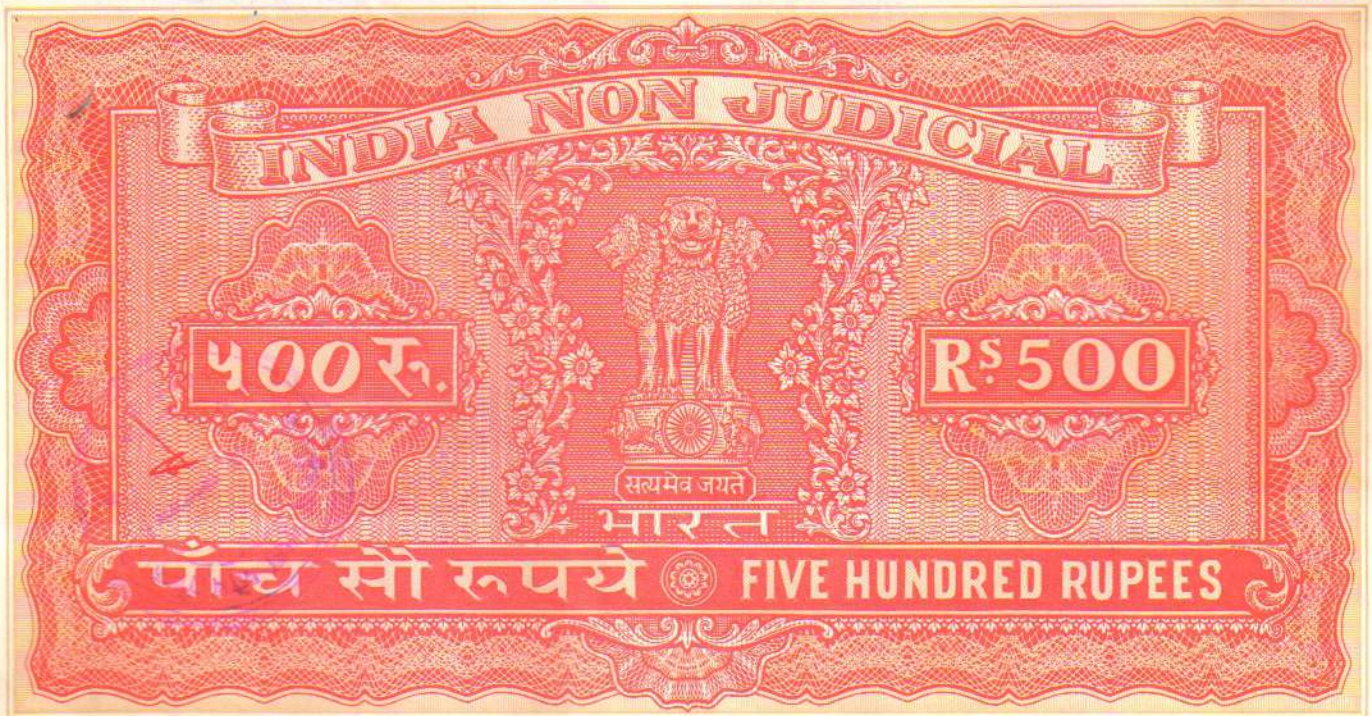
Any notice sent to it/him at its/his address, as mentioned in this lease deed or at its/his commercial address as being of the school under demise by Regd. post or under Certificate of Posting by the First Party shall be deemed to have been sufficiently served on it/him.

16- That the lessee paying the monthly rent of the premises as stated above and performing and observing all the covenants contained herein on his part may, and shall quietly possess and enjoy the demised premises for the period of this lease without

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*S. K. Singh*





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any let or hindrance from the lessor or from any person claiming on behalf of or under lessor and after expiry of the period of this lease the tenancy of the premises to the lessee shall automatically stand terminated without any notice in this respect from the lessor.

17- That the lessor and lessee have fully read the terms and conditions and covenants hereinabove contained and have fully understood the same and agreeing the same have put their hands and seal on this Deed of Lease on the day and date mentioned above.

18- That annual rent of the demised premises is Rs.1,27,560/30 P., as such stamp duty is being paid on six times of annual rent.

#### SCHEDULE.

(Description of the demised premises)

Part of holding premises no.B.1/187, situated at mohalla Assi, Bhelupur Ward, Varanasi Twn, shown by red hatched lines in the sketch map attached herewith, bounded as below:-

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North : Tulsi Ghat Lane.

South : Bagauma Kothi and vacant land of Arazi No.3110.

East : Tulsi Ghat Lane.

West : Road Lanka to Godowlia.

Witnesses:-

1. *2. Birbhadra Lal*  
*SPo late Birbhadra Lal*  
*7/12/2004/12/2004*  
*Varanasi*
2. *J. P. Thakur, SPo late Jaimangal*  
*Thakur, C9/207, Pisach Meekam Lane*  
*Chetgari, Varanasi*

Drafted by: *Satish Kumar Tiwari*  
*Deputy Civil Court Varanasi*

Typed by: - *Birbhadra Lal*

(Birbhadra Lal)  
Typist,  
Civil Courts, Varanasi.

Principal  
Imperial Public School  
Assi, Varanasi

Principal

Principal

*Sundee*  
Principal  
Imperial Public School  
Assi, Varanasi