



सत्यमेव जयते

# INDIA NON JUDICIAL Government of Jammu and Kashmir

## e-Stamp

Certificate No.	: IN-JK34192013935110T
Certificate Issued Date	: 26-Nov-2021 10:55 AM
Account Reference	: NEWIMPACC (SV) JK12507204/ BIJBEHARA/ JK-AG
Unique Doc. Reference	: SUBIN-JK/JK1250720465592449899281T
Purchased by	: Ab Gani Ganie SO Ab Qadoos ROTakiya Bahramshah
Description of Document	: Article 5 Agreement or Memorandum of an Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: Ab Gani Ganie SO Ab Qadoos ROTakiya Bahramshah
Second Party	: Arshid Mehraj Kha and Parvaiz Ahmad Ganie
Stamp Duty Paid By	: Ab Gani Ganie SO Ab Qadoos ROTakiya Bahramshah
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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Stamp...  
JK No...

### Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of State of Jammu and Kashmir.
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3. The onus of checking the legitimacy is on the users of the certificate.
4. In case of any discrepancy please inform the Competent Authority.



(LESSOR)



(LESSEE NO.1)



(LESSEE NO.2)

LEASE DEED

THIS LEASE DEED IS MADE AND EXECUTED TODAY THE 26<sup>TH</sup> DAY OF NOVEMBER, 2021 AT ANANTNAG DISTRICT KASHMIR BY AND BETWEEN:

Abdul Gani Ganaie S/o. Abdul Qadoos Ganie R/o. Takiya Behramshah Tehsil and District Anantnag

Herein after called as LESSOR (Which expression shall unless excluded by or repugnant to the context to be deemed to include their respective heirs, executors, administrators and assigns, successors and legal representatives)

AND

G D GOENKA PUBLIC SCHOOL Railway Road Harnag Anantnag through Secretary and Joint Secretary namely:

1. Arshid Mehraj Khan (Secretary) S/o.Mehraj-Ud-Din Khan R/o.Sicop Road Bijbehara District Anantnag
2. Parvaiz Ahmad Ganaie (Joint Secretary) S/o.Abdul Gani Ganaie R/o. Takiya Behramshah Tehsil and District Anantnag

Herein after collectively called as LESSEES and individually called LESSEE No.1 to 2 (Which expression shall unless excluded by or repugnant to the context to be deemed to include their respective heirs, executors, administrators and assigns, successors and legal representatives)

WHEREAS, the LESSOR is absolute owner of total land measuring Nine Kanal (09 K) falling under survey No.202 Khewat No.23 & Khata No.52 situated at Takiya Behramshah Tehsil and District Anantnag along with building five storied having a plinth area of 160 x 50 concrete already constructed on the said land, more specifically shown in the schedule hereinafter called the scheduled property and the LESSOR has leased out the said land along with the building as mentioned above to the LESSEES for a period of Fifteen Years (15) years at the first instance and will renew the said lease in future in favour of the LESSEES on the conditions set out below.

ANDWHEREAS the LESSOR leased out the scheduled property in favour of the LESSEES who are running an educational institution under the name and style of G D Goenka Public School Railway Road Harnag Anantnag under the aegis of G D Goenka Group New Delhi and LESSOR has agreed and allowed the LESSEES to establish the same, develop the infrastructure as per the standard of latest trend of schools, develop the ground for curricular activities and smooth ingress and egress in the school, garages for the vehicles and accommodation for the non-teaching staff. The lessees are trustees of Taqwa Educational Trust Harnag Anantnag and the trust has signed a memorandum of understanding with the G D

*Abdul Gani Ganaie*  
[Signature and Stamp]

*Arshid Mehraj Khan*  
[Signature and Stamp]

*Parvaiz Ahmad Ganaie*  
[Signature and Stamp]

*Abdul Gani Ganaie*  
[Signature]

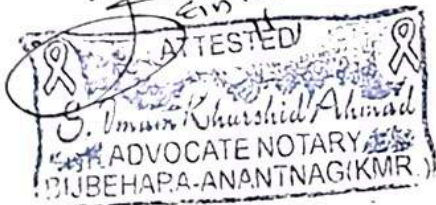
*Arshid Mehraj Khan*  
[Signature]

*Parvaiz Ahmad Ganaie*  
[Signature]

از سر رشته اندر دلین خود کشیده نو نری بیدک بیداره آتک کیمو

نخ: ۱۶ تاریخ: ۲۰۲۱ - ۱۱ - ۲۵

دست اندر کارانه خدا تو را معمان عبد القی کنایه در عبد القدوس  
ساکت موصوفه مکتبه عرامت ه فصل وضع زندگ و کسری و  
جوند کسری و - دی و نفا بند کول ابل و در در بر ناک  
دست اندر حمان ارشد موعاج خان در بر و نرا هم کانی ن لغز  
تفوت کورده صفم ۱۱/۱۱/۲۰۲۱ بر از هم بر وقت رس به صی  
کب. و نیت در دست موعاج و نیز زبان کسری ستا و از رجا  
گب - جلون ن دست ن محرم اتنا که نخت موعاج  
تسناض صی لغز هم فان در موعاج ابلان فان دی - لغز  
دست اندر خدا کسری موعاج ن نیت (کسری کسری  
کار و لغز موعاج و نیت -



*[Handwritten signature]*

**Executant**  
*[Handwritten signature]*

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**Executant**  
*[Handwritten signature]*

*[Handwritten signature]*  
**Executant**  
*[Handwritten signature]*

**Executant**  
*[Handwritten signature]*

Goenka Group New Delhi for running their educational institute on the GD Goenka pattern on the leased premises.

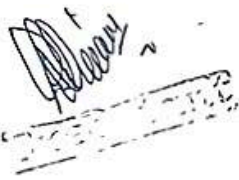
and the Lessees being the Secretary and Joint Secretary are authorized to take the lease for running of aforementioned school.

AND WHEREAS the LESSOR has leased out the said land to the LESSEES for a period of fifteen (15) Years at the Yearly rent of Rs.2,00,000/- (Rupees Two Lac only) per Kanal and Rs.30.00/- (Rupees Thirty only) per square feet for the already existing building and the rent shall commence from 01-12-2021. The lease can be renewed from time to time after completion of lease period.


ANDWHEREAS the parties have agreed and bound themselves on the terms and conditions of this deed which herein after appears


NOW THIS DEED WITHNESSTH AS UNDER

1. That in pursuance of the agreement and in consideration of the rent herein above reserved, the Lessors hereby demise unto lessees the demised property comprising of land measuring Nine Kanals (09 K) falling under survey No 202 Khewat No.23 & Khata No.52 situated at Takiya Behramshsh Tehsil and District Anantnag along with building having a plinth area of 160 x 50 five storied concrete already constructed on the said land, more specifically shown in the schedule of this deed hereinafter called the scheduled property and the LESSOR has leased out the said land to the LESSEES and the LESSOR leased out land along with building concrete pucca built Five storied to LESSEES for a period of Fifteen Years (15) years at the first instance and will renew the said lease in future in favour of the LESSEES.
2. That the rent shall commence from 01-12-2021 which shall be paid by the LESSEES to the LESSOR up to the first Month of every English calendar year against proper acknowledgment and receipt.
3. That the LESSOR has already delivered the possession of the aforementioned Land and building to the LESSEES and the LESSEES are enjoying the possession of the said leased premises including the building without any interference.
4. That the LESSOR has leased out the said land and building to the LESSES for a period of Fifteen (15) Years at the Yearly rent of Rs.2,00,000/- (Rupees Two Lac only) per Kanal and Rs.30.00/- (Rupees Thirty only) per square feet for the already existing building and the rent shall commence from 01-12-2021.
5. That the LESSOR has further agreed to provide the furniture for the school as per new standard and demand of the school and for that purpose the LESSOR has already provided half of the furniture. The LESSOR is bound to provide the entire furniture as and when need arises and the LESSEES are bound to pay rentals to the furniture. The parties have agreed that they will execute separate rental agreement for that purpose as agreed between the parties.
6. That the lease can be renewed from time to time after completion of lease period. The LESSEES shall pay the rent to the LESSOR up to First month of Every English Calendar Year proceeding the Year of which the rent become due and the LESSOR will acknowledge the receipt thereof in favour of the LESSEES or the LESSEES shall deposit the rent in the Bank Account of the LESSOR and same shall be conclusive proof and acknowledgment of payment of the rent.
7. The LESSOR shall not do any act, deed or thing in violation of the terms of the lease.



8. The LESSOR shall allow the LESSEES to enjoy the demised premises/property during the terms of lease without any interruption by the LESSOR or any person lawfully claiming either under or in trust for the LESSOR.
9. The LESSOR shall not evict the LESSEES till the period of lease is determined.
10. That this lease deed shall be binding on the parties for a period of Fifteen (15) Years and if the LESSEES will be desirous of having the lease hereby granted for further period, they may renew the same on the condition mutually agreed between the parties and in case the said lease is not terminated by written agreement then it shall be deemed to be renewed for further period.
11. That the LESSOR shall allow the LESSEES to conduct their educational activities and LESSOR will not create any hindrances or obstruction in smooth running of such activities.
12. The LESSEES shall utilize the leased premises for the educational and other curricular activities only and if any building or construction is required for further accommodation of students or other activities, same shall be done by the LESSOR at their own cost in whose portion/share the building is required to be constructed and after completion of the construction a separate agreement will be executed between the LESSEES and the LESSOR who will construct the building. The LESSEES are within their rights to install any other temporary structures on the leased premises for carrying the objectives of educational and curricular activities.
13. That the LESSEES shall pay all taxes, with regards to the educational activities and will bear the electronic charges, water tax, and other charges if any. Moreover, the LESSEES shall pay License fee and other charges payable by them to any Govt. or Local body.
14. That the LESSEES shall not commit any act of waste and shall take good care of the premises and the fixtures and appurtenances therein, and shall, in the use and occupancy of the premises, comply with all laws, orders and regulations of the UT. All improvements made by LESSEES to the leased premises which are so attached to the leased premises that they cannot be removed without material injury to the premises, shall become the property of LESSOR but the LESSOR is duty bound to pay half of the actual cost of the said improvements or infrastructure to the LESSEE as per market value.
15. That in case the LESSEES are not able to continue their activities on the leased premises due to some inadvertence or due to any other reason which is beyond their control, the LESSEES shall intimate the LESSOR by way of a notice before three (3) months of their intention to terminate the lease before its expiry period and in that eventuality the LESSEES are bound to pay the rent up to such period when the LESSEES terminate the lease. The LESSOR is duty bound to allow the LESSEES to remove their fixture and other articles ancillary or incidental to their activities to any other place where the LESSEES wants to shift the same.
16. That the leased property is away from the road and is free from any encumbrances and is not under any road widening/land acquisition/demolition campaign of government. The land under lease has a complete egress and ingress connectivity. In case the leased land if came under any of the above-mentioned plan of the government the LESSEES are within their rights to terminate the lease of the very first day when the LESSEES receives any notice from any government /department or from any other agency of the state.
17. That the LESSEES shall at any point of time are within their rights to do any amendment, alteration, addition to the structure which is in the possession of

  
Executant





- the LESSEES as leased premises but shall not change the basic structure of the building.
18. That the LESSOR shall not evict the LESSEES till the mature period however the LESSEES shall not claim right of tenancy if the LESSEES will not pay the rent as per the instant deed.
  19. That the LESSEES can apply for any board, tribunal, Government Department or corporation or authority for sponsorship or registration and in this behalf the concerned officers or officials are authorize to inspect the leased premises and the building.
  20. That the LESSEES are within their rights to sub-let the demised property in case need arises and that too only to the Trust which the LESSEES intends to create for running of the educational institution and not for any other purposes but the LESSEES cannot sublet the same to any third party or person(s).
  21. That the LESSEES shall be at liberty to create a charge by way of mortgage the whole or any part of their leasehold rights/ interests in the property of LESSOR No.1 only in favour of any person, financial institution or bank.
  22. That the LESSEE can apply for any financial assistance to any bank and can hypothecate their stocks and can mortgage the lease hold rights of the land and building of LESSOR only as security for the same.
  23. That the LESSEES shall keep the premises in good condition and shall not conduct any unlawful, immoral or antisocial activities upon the demised premises.
  24. All other terms and conditions not covered in this deed shall be decided as per the Tenancy Act and Transfer of Property Act by the parties to this deed.

IN WITNESS WHEREOF the above said parties have set and subscribed their respective hands unto this deed as of token of acceptance of the terms and conditions on the day date and year first herein above written in presence of witness.

WITNESSES.

1.....  
 Name *Shree Ram Singh*  
 S/o *Shri Shree Singh*  
 R/o *Reshpur Shree*

2.....  
 Name:  
 S/o:  
 R/o:

*[Signature]*  
LESSOR

LESSEE  
*[Signature]*

2. *[Signature]*

Note - The contents of this deed were read over and explained (in their vernacular language as well) to the executants of this deed who on its execution admitted the contents thereof. The Deed has been entered at Page No. *51*..... dated *26/11/21*.....of my record of register.

*[Signature]*  
*Barry Ahmed Bhandari*  
*(Adv)*