

LEASE DEED FOR 50 YEARS

THIS LEASE DEED is executed by and between:

REHMAN MASJID - Assai, Manjinady Village, Mangalore Talukduly represented by HAJI P.M.MOHAMMED, son of late Haji P.S.Moideen Kunhi, aged 71 years residing at "Assai" Manjanady Village, Mangalore Taluk The Managing Trustee REHMAN MASJID TRUST, duly constituted as per the Trust Deed dated 02-01-2013, registered in the office of the Subregistrar of Mangalore Taluk, as document No:179/2012-13, and having its registered office at Assai, Assaigoli Post, Manjinady Village, Mangalore Taluk; D.K.District, Hereinafter called "THE LESSOR":

AND

M/s. KUNIL ACADEMY- represented by its partners (1) Dr.FAKRUDDIN KUNIL, S/o. Late Haji P.K. Mohammed, aged about 68 years, Chairman KUNIL SCHOOL (2) MR.NAJEEB KUNIL, Son of Dr.Fakruddin Kunil, Aged 37 years, (3) DR. NATASHA KUNIL BAIG, aged about 34 years, W/o. Saud Baig, All are residing at Kunil House, Behind Deer Park, Kadri Hills, Bejai Post, Mangalore- 575 004, D.K. District; No.2 and 8 represented by their General Power of Attorney Holder No.1 as per the General Power of Attorney dated 15-12-2012 executed in the presence of Notary Public Mr. Abdul Azeez, Mangalore Hereinafter called the 'LESSEE'

REGO No 3691

NO:8785:3. School Jode: 45460 FOR KUNIL ACIDADERIMU ACADEMY managing Parting Rangalors Assauding Granicom

Maniana Kannaga 146805070

ಕರ್ನಾಟಕ ಸರ್ಕಾರ ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ ಮೆಸರ್ಸ್ ಕುನಿಲ್ ಆಕಾಡೆಮಿ ಇದರ ಬಗ್ಗೆ ಪಾಲುದಾರರಾದ ಡಾ.ಫಕ್ರುದ್ದೀನ್ ಕುನಿಲ್ , ಇವರು 508500.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಡಿಕರಿಸಲಾಗಿದೆ

ಪಕಾರ

ಮೊತ್ತ (ರೂ.)

ಹಣದ ಪಾವತಿಯ ವಿವರ

ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.

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ಡಿ.ಡಿ.ನಂ.305748 ಫೆಡರಲ್ ಬ್ಯಾಂಕ್ ಲಿ, ಮಂಗಳೂರು

ದಿನಾಂಕ 01/02/2013.

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508500.00

ಸ್ಥಳ

ಮಂಗಳೂರು ತಾಲೂಕ್

ದಿನಾಂಕ: 08/02/2013

ಉಪ-ನ್ನೋಂದಣೆ ಮತ್ತು ಯುಕ್ಷ ಆಧಿಸಾಗಿ ಉಪ ನೋಂದಣಾದ ಕಾ (ಮೂಗಳೂಗುತ್ತಾಗುತ್ತಾಗಿ)

Designed and Developed by C-DAC ,ACTS Pune.



TRUE COPY

Ms. PUSHPALATHA

PRINCIPAL

KUNIL ILMU ACADEMY

Aff. No:830533, School Code: 45460

Rahaman Nagar, Natékal, Assaigoil Post

Rahaman Nagar, Natékal, Assaigoil Post

Manjanady Village, Mangalore - 574199

Manjanady Village, Mangalore - 574199

Dakshina Kannada, fmkunil@gmail.com

Mob: 9746605070

The expressions the "LESSOR" and the "LESSEE" here shall mean and include their respective heirs, administrators, executors, nominees, assigns and representative-in-interest.

WHEREAS the LESSOR is the absolute owner of the schedule property morefully described in the schedule herebelow and hereinafter referred to as schedule property. The LESSOR having acquired the same as per registered Walkf Naame dated 28-06-1965 registered as document No. 782 of 1965 Book No. 1, Volume 70 at Pages 126 to 129 on the file of the Sub-Registrar, Mangalore Taluk; and eversince then the LESSOR is in actual possession and enjoyment of the same as absolute owners thereof without any let, claim or hindrance from anybody.

WHEREAS, the LESSEE was on the look out for a immovable property on term lease for the purpose of construction of a School, college and hostel and to put up other permanent structures for the purpose of running the primary, High School or such other affiliated courses; The LESSOR has agreed to grant lease of the schedule property under such terms and conditions set forth here below.

AND WHEREAS the LESSOR has decided to grant the Schedule property on Lease for 50 years to the LESSEE and the LESSEE has agreed to acquire the said property on Lease.

And whereas the LESSEE has approached the LESSOR to let out the schedule property for educational purposes and the LESSOR has since agreed.

AND WHEREAS the various terms and conditions in this regard having mutual discussed and are agreed to between the parties.

NOW THEREFORE this Deed of Lease is entered into and witnesseth as follows:-

1. That in condition of the various terms and conditions and covenants more fully set out hereinafter, the LESSOR does hereby grant on lease the schedule property for 50 years in avour of the

ESSEE and the LESSEE shall hold and enloy the same on leas atekal, Assaigoli Post CCADEM Gode: TUSTOTE . 574199 L ILMU ACADEMY For REHMAN MASJID TRUST (R) DILESH K. B

Managing Trustee

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Print Date & Time : 08-02-2013 11:57:26 AM

ದೆಸ್ತಾಪೇಜು ಸಂಖ್ಯೆ : P-11231

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ ಮಂಗಳೂರು ತಾಲೂಕ್ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 08-02-2013 ರಂದು 11:44:28 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

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ಶುನಿಲ್ ಇವರ ವಜೆಂಟರಾ ಟಾ.ಫಕ್ರುದ್ದೀನ್ ಕುನಿಲ್ . ಬಿ. ದಿ.ಹಾಜ ಪಿ.ಕಿ.ಮೊಹಮ್ಮ ದ್ (ಬರಸಿಕೊಂಡವರು)	RO	M	
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ನಿಜೆಂಟರಾಗಿ ಡಾ.ಫೆಪ್ರದ್ದೀನ್ ತುನೀಲ್ ಬಿನ್ ದಿ.ಹಾಜ ತೂಡಮ್ಮ ದ್ A R	KUNIL RAHINAN RAHINAN RAHINAN RAHINAN MANG	KUNIL ILMU ACADEMY Aff. No:830533, School Code: 45460 Aff. No:840534, School Code: 45460 Aff. No:84054, School Code: 45460 Aff. No:840	t e

hereafter.

- 2. The parties hereto agree that the monthly rent in respect of the schedule property shall be Rs.25,000/- (Rupees Twenty Five Thousand Only) From 01-02-2013 to 30-06-2013. The rent payable thereafter for every month till the termination of the lease shall be as follows:
 - (a) From 01-07-2013 to 30-11-2015 every month the rent payable shall be Rs.1,00,000=00.
 - (b) From 01-12-2015 to 30-11-2018 every month the rent $\mu_0 \in C^{(0)}$ payable shall be Rs.1,10,000=00
 - (c) From 01-12-2018 to 30-11-2021 every month the rent payable shall be Rs.1,21,000=00
 - (d) From 01-12-2021 to 30-11-2024 every month the rent payable shall be Rs.1,33,100=00
 - (e) From 01-12-2024 to 30-11-2027 every month the rent payable shall be Rs.1,46,410=00
 - (f) From 01-12-2027 to 30-11-2030 every month the rent payable shall be Rs.1,61,051=00
 - (g) From 01-12-2030 to 30-11-2033 every month the rent payable shall be Rs.1,77,156=00
 - (h) From 01-12-2033 to 30-11-2036 every month the rent payable shall be Rs.1,94,872=00
 - (i) From 01-12-2036 to 30-11-2039 every month the rent payable shall be Rs.2,14,360=00
 - (j) From 01-12-2039 to 30-11-2042 every month the rent payable shall be Rs.2,35,796=00
 - (k) From 01-12-2042 to 30-11-2045 every month the rent payable shall be Rs.2,59,376=00
 - (I) From 01-12-2045 to 30-11-2048 every month the rent payable shall be Rs.2,85,314=00
 - (m) From 01-12-2048 to 30-11-2051 every month the rent payable shall be Rs.3,13,845=00
 - (n) From 01-12-2051 to 30-11-2054 every month the rent payable shall be Rs. 3,45,231=00
 - (o) From 01-12-2054 to 30-11-2057 every month the rent payable shall be Rs.3,79,753=00

DU.ESH K. B. REGD. No. 369

Cakshing Kannada Aukunil Mob. 9746805070 Manjanady

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1	(ಬರೆದುಕೊಡುವವರು)			REHMAN MASJID THUS
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DINESH K. B.
REGD. No. 3591
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OF

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MANAGER ADEMY

KUNIL ILIMI A NATEKAL

RAHMAN NAGARAMATY VILLAGE

RAHMAN NAGARAMATY VILLAGE

RAHMAN MANGALORE - 574 199

MANGALORE - 574 199

Aff. No:830 School Code: 4560 Aff. No:830 Aff. No:830

- (p) From 01-12-2057 to 30-11-2060 every month the rent payable shall be Rs.4,17,729=00
- (q) From 01-12-2060 to 30-11-2063 every month the rent payable shall be Rs.4,59,501=00

The rent shall be paid on or before the 5th day of every succeeding month.

- 3. That the Lease period shall commence from 01-02-2013 and will be in existence for a period of fifty years, tenancy period expires on 30-11-2063. The LEASE can be renewed for a further period after mutual discussion between the LESSOR and the LESSEE at the discretion of the Lessor on such fresh terms and conditions to be agreed between the parties at that point of time.
- 4. The LESSEE has paid a sum of Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) towards security (Caution) deposit to the LESSOR as follows:
- a) Rs.9,00,000/- (Rupees Nine Lakhs Only) by cheque dated 01-02-2013 bearing number 063882 drawn on Fedaral Bank, Mangalore.
- b) Rs.8,00,000/-(Rupees Eight Lakhs Only) by cheque dated 01-02-2013 bearing number 063883 drawn on Federal Bank, Mangalore.
- c) Rs.8,00,000/-(Rupees Eight Lakhs Only) by cheque dated 01-02-1 2013 bearing number 063884 drawn on Fedaral Bank, Mangalore. which amount the LESSOR do hereby admits and acknowledges the receipt of the same. The LESSOR shall refund the said security deposit amount without interest to the LESSEE at the time of the LESSEE vacating and termination of the lease agreement and also surrendering the possession of the schedule premises to the LESSOR.
- 5. The LESSEE has been put in actual possession of the schedule property on this day and he shall hereafter be entitled to possess, use and enjoy the schedule property in such manner as the LESSEE thinks fit and proper only for the purpose of propagation of education.
- 6. The LESSEE shall be entitled to get building license, obtain permission/ sanction from various statutory authorities to develop the said properties as per his requirements. The LESSEE shall be entitled to Develop/ construct building or buildings in the schedule

6. T p

FOR REHMAN MASJID TRUST (R)

KUNTUTLING Managing Trustee

RAHMAN NAGA Managing Trustee

RAHMAN NAGA MANJANADY VILLEE

ASSAIGOLI POST, MANJANADY VILLEE

MANGALORE - 574 199

MS. PUSH CIPAL ACCADEMY

NS. PUSH CIPAL ACCADEMY

REMARKATION ASSAIGNIP ASSA

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Designed and Developed by C-DAC, ACTS, Pune-

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TRUE CUPY

PRINCIPAL KUNIL ILMU ACADEMY Aff. No:830533, School Code: 45460 Rahaman Nagar, Natekal, Assaigoli Post Manjanady Village, Mangalore - 574199 Dakshina Kannada, tmkunii@gmail.com Mob: 9746805070

ASSAUGOMANGALORE. 574 199

property and on the he deems fit, without any objection troo 7. The LESSEE shall be entitled to hold and enjoy property without any let, claim or hindrance by the LESSOR or any person claiming through or under the LESSOR.

8. The LESSOR covenants with the LESSEE that the schedule property is not subject to any mortgage, Court order, Injunction or Attachment and that the same is free all encumbrances and that he has got valid and clear marketable title to the schedule property.

9. The LESSEE shall construct the building as per the approved plan at his cost and shall vacate all the buildings as it is, after the expiry

10. The LESSEE shall pay all land and building tax to the concerned authorities time to time and should clear all the taxes which are payable to Government before expiry of the lease period.

11. The LESSEE shall obtain the electricity sanction and connections at his cost and he shall deposit all the amount which may be required to deposit for MESCOM or the concerned authorities. The said amount shall be entitled to be collected by the LESSEE at the time of termination from the respective department.

12. The LESSEE shall not obtain any loan by mortgaging the schedule property by virtue of this lease agreement.

13. The LESSEE is entitled to sub-let the schedule premises to establish Muslim Education Institutions only upon obtaining the consent of the LESSOR in Writing only on those terms and conditions which will be approved by the LESSOR. The Lessee shall seek the consent of the LESSOR for the purpose of sub-letting the schedule premises to third parties in Writing and such Letter seeking the consent for sub-letting shall be accompanied by the Draft copy of the Sub-Lease agreement which the Lessee intends to enter into with the third parties. The LESSOR at their discretion may approve the terms and conditions in the Sub-Lease agreement or direct the lessee to alter the terms and conditions as the

14. By virtue of this Lease Agreement the Lessee is entitled to effect improvements in the schedule property by constructing buildings

For REHMAN MASJID TRUST (R) haging Trustee

MINE PERINGENEOUS COORS TO LE SALVEL TRUE (Rahaman Nagar, Natekal, Assaigoli Post Aff. No:830533, School Code Manjanady Village, Wangaliyore "574199 Manjanagy viniage, matigation granianagy viniage, mkunil@gmail.com

Manjanagy viniage, mkunil@gmail.com

Dalahag Mg Partner / Partner

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- 15. The property hereby granted on Lease plan and coloured in yellow. The said plan shall form part of this Deed.
- 16. The LESSEE hereby covenants with the LESSOR that once the School starts every year, free education for 10 students from LKG upto 10th Std, will be imparted on the written recommendation of the LESSOR. The student will be selected in the beginning from LKG, and the education to those selected will continue till they attain 10th Std., subject to the student being approved by the LESSOR every year. In case any student studying in any of the class from UKG upto 10th Std., is not approved by the LESSOR, any other student from the same class shall be selected and approved by the LESSOR. Books, uniforms and transportation should be borne by the students themselves.
 - 17. The LESSEE only shall be entitled to construct building or buildings in the schedule property and/or to effect such improvements or developments as they deem fit.
 - 18. That the LESSEE on paying the rent hereby reserved and on observing and performing the conditions and covenants herein contained shall quietly and peaceably possess and enjoy the said premises during the said terms, without any interruption and disturbance by the LESSOR or any person claiming under them, provided that in case of any breach of any of the conditions and covenants herein contained by the LESSEE or if the LESSEE fails to pay continuous 4 months rent, the lease may be determined and the right of re-entry exercised by the LESSOR at their option without prejudice to the other rights of the LESSOR of such conditions and covenants.
 - 19. The LESSEE covenants with the LESSOR that the lease granted under this Lease Deed shall be renewed after the expiry of lease period at the option of the LESSOR and, fresh Lease Deed shall be executed between the LESSOR and LESSEE incorporating the fresh terms and conditions.

20. It is agreed between both the parties that upon termination of the lease agreement for whatsoever reason the Lessee shall be free to For REHMAN MASJID TRUST (R) 20,0001 CRys: Aff. No. 8:305:333 . Walkanagalong BEAN Rahaman Nagari Nale Mangalong BEAN Rahaman Nagari Village, Mangalong ther I Pariner For REHMAN MASJIN TRUST WAS 3746805070 Managing Trustee KUNIL ಅರ್ಜಿದಾರರ ಹೆಸರು ಹೆಸ್ತರ

ರಶೀದಿ ನಂಬ 198429

clear the improvements effected in the sch Lessee and shall not be entitled to claim any compensation in what so ever nature to any of the structures or buildings or improvements effected in the schedule premises, from the Lessors and the LESSORS shall not be in obligation in any way to pay any compensation to the Lessees.

SCHEDULE

(Description of the properties)

Immovable properties situated in No. 176 Manjinady Village, Mangalore Taluk and within the registration Sub-District of Mangalore Taluk and comprised in

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Boundaries:-

North: Portion of the Survey Number 109.

East: Survey Line.

South: Survey Line.

West: Survey Line and Portion of the same survey number.

Together with all easementary rights appurtenant thereto and coloured Yellow in the plan annexed hereto.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands on this day of 01st day of February 2013 For KUNIL ACCADEMY at Mangalore.

FOR REHMAN MAS JED TRUST (R) LESSOR Managing Trustee

WITNESSES:

DILLESH K. B.

P.M. Abooleka 8/0 Hejo.

P-S. Moi din Kehr Acehb., Notelal manjade.

Fartner | Partner

the Original Document / C.C. / Notarised

copy produced Beleve Me on this day.

Prafted as per the instructions of the LESSOR by Sri. Anantha Krishna Udupa, Advocate, Kodialbail,

MS.P

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NOTARIAL REG. No. 241 191

B.A.,LL.B.

