

**Indian-Non Judicial Stamp
Haryana Government**

Date : 03/07/2020

Certificate No. G0C2020G925



Stamp Duty Paid : ₹ 101

(Rs. Only)

GRN No. 65438168



Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : Dlf qutab enclave Complex educational Charitable trust

H.No/Floor : Na

Sector/Ward :

Landmark : Na

City/Village : Gurugram

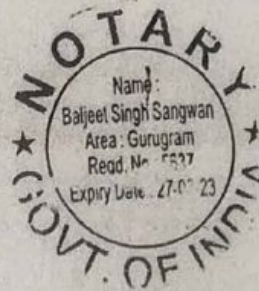
District : Gurugram

State : Haryana

Phone : 78*****69



Purpose : MOU to be submitted at Other

The authenticity of this document can be verified by scanning this QRCode Through smart phone or on the website <https://egrashry.nic.in>Lease Deed

LEASE DEED

This Lease Deed is made at Gurugram on 03rd day of July, 2020.

By & Between

DLF Qutab Enclave Complex Educational Charitable Trust, a Public Charitable Trust constituted under the Trust Deed dated 03.02.1988, registered as No. 7143 in Addl. Book No 1, Volume 2511 on page 74 to 83 on 03.02.1988 in the office of the Sub-Registrar, Gurgaon and having its office at Site No. 4111-4112, Ridge Valley School, Gurugram, Haryana, (hereafter called "the **Lessor**", which expression shall, unless repugnant to the meaning or context thereof be deemed to include its successors, assigning and trustee or trustees for the time being) acting through its Authorised Signatory Mr. Sanjeev Arora, authorized vide Resolution dated 09.05.2017, of the One Part;

AND

The DLF Qutab Enclave Complex Educational Charitable Society, a Society registered under the Societies Registration Act, 2012 and having its office at Summer Fields School, A Block, DLF City Ph-1, Gurugram, running the school by the name "Summer Fields School" a recognized school in DLF City, Phase - I in accordance with Haryana Educational Code, (hereafter called "the **Lessee**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns and its Managing Committee for the time being) acting Through Maj. Gen. KVS Lalotra in his capacity as President, of the Other Part.

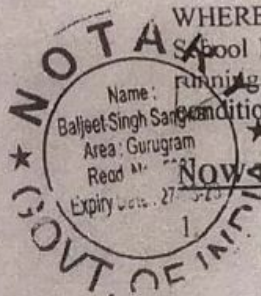
WHEREAS one of the major objects of the Lessor is to build and establish and run Schools in DLF City to provide education facilities either itself or to hand over the Schools to any other persons, Trusts, Societies or Institutions to run the same on such terms and conditions as it may consider appropriate; AND

WHEREAS Lessor has constructed School Building on Plot Nos 1109 and 1117 in Phase - I of DLF City belonging to it for the purpose of running schools for which the aforesaid plots are earmarked; AND

WHEREAS the Lessor has agreed to demise unto the Lessee the aforesaid plots along with School Buildings constructed thereon and furniture & fixture lying therein for the purposes of running Schools with effect from 1st Day of April 2020 on the mutually agreed terms & conditions hereinafter appearing.

NOW THESE PRESENTS WITNESSETH AS UNDER:-

That in consideration of the payment of Lease rent hereby reserved and covenants and conditions agreed between the parties and to be observed and performed by them as hereafter contained, the Lessor doth hereby convey, grant and demise by way of lease unto the lessee the School Buildings constructed on the aforesaid Plot Nos. 1109 (1.490 Acres) and 1117 (0.90 Acres) in Phase - I of DLF City (more fully described in the



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Schedule-I annexed hereto) and hereinafter collectively referred to as "the demised Premises" and to hold the same unto the Lessee for a period of 11 Months from 01st April 2020 to 28th February 2021 for running the School known as the Summer Fields School under its management.

2. The Lessee hereby agrees to pay to the Lessor for the demised Premises so placed at its disposal, annual lease rent as stated in Schedule – II annexed hereto.
3. The lease rent so agreed shall be paid by the Lessee quarterly (proportionately) by the 10th Day of the 1st month of each succeeding quarter on the basis of the amount stated in Schedule-II annexed hereto.

Provided that the lessee shall first meet out of gross receipts, the expenses relating to salary and allowances of the teaching staff as well as other employees, expenses required for day to day running of the school and other liabilities and if the left over balance is not sufficient to pay the aforesaid amount as stated in Schedule – II annexed hereto, the unpaid amount shall be deferred till such date as the Lessee is in position to pay the same.

4. The Lessee consents with the Lessor that:-

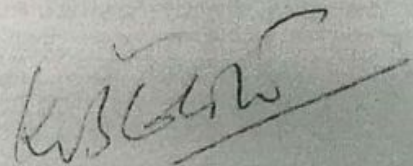
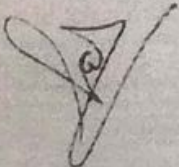
- (a) The Lessee shall not use the demised Premises for the purpose other than for the purpose of educational facilities (including ancillary uses such as playground, residence of the staff and hostel facilities) without the prior consent, in writing, of the Lessor.

Provided that this Lease Deed shall become void and stand automatically terminated if the demised Premises is used for any purpose other than the uses mentioned above.

- (b) The Lessee shall not erect any building or structure of any sort in the demised Premises without prior consent, in writing, of the Lessor.
 - (c) The Lessee shall not have any lien or rights on the demised Premises, except the right to use the demised Premises for the purpose of running school and other ancillary uses permitted by the Lessor in writing. The demised Premises shall continue all along to be the property of the Lessor.
 - (d) The Lessee shall not do or permit or suffer anything to be done in the demised Premises, or any part thereof which may be or become a nuisance, annoyance or cause damage to occupiers of other property in the neighbourhood.
 - (e) The Lessee shall grant access to all persons acting under the order of the Lessor to enter upon the demised Premises at all reasonable times during the said terms for any purpose.
- 5 (a) The Lessor shall provide for furniture and fixture and such additional facilities or extension of room etc. as may be required by the Lessee from time to time for which the Lessee shall pay additional rent to be fixed from time to time by mutual consent.

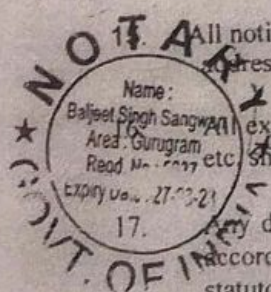
However, other appliances and items of all sorts for day to day running of the Schools shall be provided by the Lessee from its own funds.

- (b) The Lessee shall be responsible to bear all expenditure on maintenance and operation of the school buildings and other immovable and moveable assets on



the school premises, including expenditure on all statutory requirements of running a school like insurance etc.

6. The Lessee shall pay for water and electricity charges to be consumed by the Lessee according to the reading of water and electric meters installed in the said premises for use of Lessee. In case no separate water and electric meters are installed, the Lessee shall pay such charges on pro-rata basis as may be determined by the Lessor and the decision or the Lessor and the said determination by the Lessor shall be final and binding on the Lessee.
7. At present, there is no subsisting notification, decision or order by Government or Local Authority regarding requisition or otherwise taking over of the land in which the said plot located. In case of any acquisition or requisition taking place in future, the Lessee shall have no right, title or claim whatsoever against the Lessor on this account.
8. The Lease shall subject to such conditions and Government regulations as may be in force from time to time.
9. In case of breach of the covenants or conditions herein contained, it shall be opened to the Lessor to determine this lease and enter upon the demised Premises, if the Lessee fails to remedy the breaches within three months of the receipt of notice in writing requiring the Lessee to remedy the breaches.
10. The Lessee shall not subject or assign or part with the whole or any part of the demised premises without prior written consent of the Lessor.
12. The Lessee paying the agreed sum of money and reimbursement of rates and taxes hereby reserved and observing and performing on its part the several covenants and stipulation herein contained shall peacefully hold and enjoy the demised premises without any interruption on the part of the Lessor or any person rightfully claiming under the Lessor.
13. The Lessee hereby undertakes to indemnify the Lessor in case any claims, proceedings, damages, losses, costs and expenses which may be suffered by the Lessor or damage to or loss of any property of the Lessor as a consequence of any act or omission and/or commission by the Lessee at the Demised Site during the lease term.
14. It is mutually agreed that notwithstanding anything to the contrary herein before contained, either party (Lessor or Lessee) shall be entitled to terminate this lease deed any time herein during its continuance on giving One months' prior written notice to the other party, and on the expiration of the said notice period of One month, this lease deed shall cease to be operative.



All notices required to be served by registered post to the parties (Lessor or Lessee) at their address given hereinabove until the same is changed by either party (Lessor or Lessee).

All expenses pertaining to this document and the stamp paper and resignation fee, if any, shall be borne by the lessee.

Any dispute or difference arising out of this lease shall be referred to the Arbitrator in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modifications of re-enactment thereto for the time being in force. The venue of such Arbitration shall be at Gurugram.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands at the places and on the day, month and year mentioned above.

SIGNED AND DELIVERED BY

DLF Qutab Enclave Complex Educational Charitable Trust

Authorised Signatory

SIGNED AND DELIVERED BY

DLF Qutab Enclave Complex Educational Charitable Society

Authorised Signatory

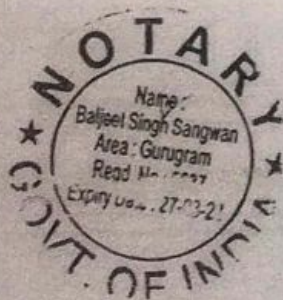
Witnesses:

1.

Saiju
Saiju Shekhar Sharma
4th Floor,
Gateway tower
GGM

2.

Hoshiyar Singh
H/Capt Hoshiyar Singh
Summer Fields school
DLF Phase - I
Gurugram



BALJEET SINGH SANGWAN
ADVOCATE NOTARY GURUGRAM
HARYANA INDIA

6/7/2020

SCHEDULE - I

The land and the school buildings constructed on plot No. 1109 admeasuring 1.490 acres, and Plot No. 1117 admeasuring 0.90 acres in Phase - I DLF City, Gurgaon are bounded as under: -

Plot No. 1109(PS)

North Road D-1
South Club Marg
East Club Marg
West Road D 1

Plot No. 1117(PS)

Plot Nos A10/1 & A8/8
Lane A-12
Lane A-8
Lane A-10

SCHEDULE - II

Schedule of annual lease rent payable

Annual lease rent payable with effect from 01st April 2020-

PERIOD		LEASE RENT PAYABLE
FROM	TO	AMOUNT (Rs. In Lacs)
01.04.2020	28.02.2021	121*

*Taxes as applicable Extra

DLF Qutab Enclave Complex Educational Charitable Trust

Authorized Signatory

DLF Qutab Enclave Complex Educational Charitable Society

Authorized Signatory

Witnesses:

1. *Saijiv*
Saijiv Shekhar Sharma
1st floor
Gateway tower
G & M



H/capt Hoshiyar Singh
H/capt Hoshiyar Singh
Summer Fields school
DLF Phase - I
Gurgaon