



LEASE AGREEMENT

THIS LEASE Agreement executed on Twenty fifth day of April Two thousand six (25-4-2006) by and between Congregation of the Sister's of St. Anne, Bangalore, Kerala Region, St. Thomas Regional House, Thannipuzha, Ernakulam District represented by the present Regional Superior, Rev. Sister Pushparani, aged 53 Fifty three, Nun, D/o. C.P. Devassy, Chakkiyath House, Elavoor, residing at the Regional House, Thannipuzha, Ernakulam District, Kerala State, hereinafter referred to as 'lessor' of the one part, and St. Anne's Educational and Charitable Society, Thannipuzha, an Educational and Charitable Society constituted under the provisions of the Travancore-Cochin Literary, Scientific and Charitable Societies Registration Act 1955 and Registered as ER. 281/2002 dt. 8-5-2002 from Registrar of Societies Ernakulam and having Registered Office at Ernakulam, Ernakulam District, represented by the present Manager Rev. Sister Blessy, aged 47 Forty seven, Nun, D/o. Peter Edassery House, residing at St. Anne's Public School, Anathadam, Kodakara Village, Thrissur District, referred to as the lessee of the other part.

WHEREAS the lessor is the absolute owner in exclusive possession and enjoyment of

A) 1 acre 81 cents of land in Sy. 1673/2, 4 of Kodakara Village, fully described under A schedule below by and under Sale deed No. 907/1997 of Book No.1 at pages 285 to 289 of volume 715 of Kallettumkara SRO.

Lessor: Rev. Sr. Pushparani *Sr. Pushparani* Lessee: Rev. Sr. Blessy *Sr. Blessy*

lease for 30 years
yearly 1000/-
1000/-
100
80/-



B) 1 acre 97 cents of land in Sy. 1673/1 of Kodakara Village, fully described under B schedule below by and under Sale deed No. 973/1997 of Book No.1 at pages 55 to 59 of volume 716 of Kallettumkara SRO.

Whereas lessee has requested to let the property described in the schedules hereunder for establishing a Public School by St. Anne's Educational and Charitable Society for term of 30 Thirty years and lessor has accepted the same.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In consideration of the rent hereinafter reserved and of the covenants on the part of the Lessee hereafter contained, the Lessor hereby demises to the Lessee for the purpose of establishing various institutions including a public school by name St. Anne's Public School. All that land described in the schedule hereunder together with all easements and appurtenances whatever belonging or in any way appurtenant thereto. To hold the said premises to the Lease from the Twenty fifth day of April Two thousand six (25-4-2006) for the term of 30 Thirty years paying therefore during the said term yearly rent Rs. 1000/- (Rupees One thousand only) by yearly payments on the Twenty fifth day of April in each year at the office of the Lessor or at such other place or places as the Lessor may from time to time appoint in this behalf, the first of such payments to be made on the Twenty fifth day of April Two thousand six (25-4-2006)

2. The Lessee hereby covenants, with the Lessor as follows:-

(i) That the Lessee will, during the continuance of this lease pay to the Lessor yearly rent hereby reserved on the day and in manner herein before appointed.

(ii) That the lease will, during the said term pay all taxes, rates, charges, of every description excluding the land tax hereinafter become payable in respect of the demised premises or the building to be erected thereupon by the lessee in respect thereof

(iii) That the lessee shall have right to make necessary improvements on the demised premises and to construct necessary building for establishing the said Educational Institution.

(iv) That the lessee will not erect or build or permit to be erected or built on the demised premises any building or structure other than for the purpose of establishing the said educational institution.

(v) That the lessee will during the terms of the tenancy hereby created keep the demised premises and all buildings and structures which may at any time during the said term be erected or constructed on the demised land together with all roads, drains, fences compound walls and all other appurtenances to the demised premises and the building the structures to be erected thereon in good repair and condition.

(vi) That the Lessee will not without the consent in writing of the Lessor use or permit the use of the said land for any purpose other than that for which it is let and will not without such consent use or permit the use of any building that may be erected on the demised premises for the purpose of carrying on any trade or business.

Lessor: Rev. Sr. Pushparani

Lessee : Rev. Sr. Blessy

S.A. Pushparani

Rev. Sr. Blessy

(vii) That the Lessee will at the expiration of the said term or sooner determination thereof peaceably and quietly surrender to the Lessor the said land after removing the constructions made by him thereon unless the Lessor shall express his willingness to purchase the same at the market value of the materials in which case the lessee shall sell the same to the lessor at a valuation to be made by mutual consent or in case of disagreement by arbitration.

(viii) That Lessee will not assign or sublet or otherwise part with premises hereby demised or any construction erected thereon or any part thereof without the permission in writing of the lessor.

3. The Lessor hereby covenants with the Lessee as follows:-

(i) That the Lessee paying the rent hereby reserved and performing all the covenants by the Lessee herein contain may hold and enjoy demised premises during the said term without any unlawful interruption by the Lessor or any other person whatsoever, that the Lessor may at the request and cost of the Lessee at the end of the term 30 Thirty years hereby granted execute to the Lessee and new Lease of the demised premises by way of renewal for a further term of 30 Thirty years on such covenants and provisions herein contain except that relating to the annual rent reserved as shall apply to such renewed lease.

4. PROVIDED ALWAYS and it is hereby agreed as follows:-

(i) That whenever any part of the rent hereby reserved shall be in arrears for 3 Three years after due date or there shall be a breach of any of the covenants by the Lessee therein contained the lessor may re-enter on the demised premises and determine this lease. The arrears shall be paid together with 12% interest per annum

(ii) That the tenancy hereby created shall be determinable at the option of the Lessee by giving to the Lessor 6 six calendar months notice in writing ending with academic year.

(iii) That wherever such an interpretation would be necessary in order to give the fullest scope and effect legally possible to any covenant or contract herein contained, the expression "Lessor" hereinafter used shall include the owner for the time being at the Lessor's interest in the demised premises and the expression the "Lessee" herein before used shall include the successors and persons deriving title under the said Trust.

In witness whereof the parties have said their hands on the day and year first above written.

Lessor: Rev. Sr. Pushparani

Lessee: Rev. Sr. Blessy

Dr. Pushparani

Dr. Blessy

