

2846/04

500Rs



LEASE DEED

THIS DEED OF LEASE is made this the 9th day of July 2004 BETWEEN **M.C.Thomas** 49 years Business S/o Chacko, the Convenor Masayogam of St.Sebastian's Church Peroor and residing at Vellapallymattathil house, Peroor P.O., do Village, Kottayam Taluk, do District Kerala (hereinafter called the LESSOR which term shall include his heirs, successors, executors, administrators and assign) of the ONE PART and Navajyothi Educational and Charitable Society, Peroor P.O., Peroor Village, Kottayam Taluk having Regn.No.K-451/2003 dated 20.08.2003 registered in the office of the District Registrar, Kottayam represented by its Secretary **P.M. Mathai** aged 69 years Pensioner S/o Mathai and residing at Panaparambil House, Peroor P.O. do Village, Kottayam District Kerala (hereinafter called the LESSEE which term shall include his heirs, successors, executors, Administrators and assign) of the SECOND PART.

LESSOR: **M.C.Thomas**

LESSEE: **P.M.Mathai**



Stamp - 960
Fees 480
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No: 875

28.6.2004

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Rs 500/- P.M. Mathai, Secretary,
Navajyothi Educational and
Charitable Society

Peroor P.O.

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പേരൂർ വടക്കൻ

fee of Rs. 492 at 21/15 July 2004

M.C. Thomas

Residing at Vellapally Matha Nil House

12/15 July 2004 Rajulathilthy Jooro

M.C. Thomas

S/o Chacko
Residing at Vellapally Matha Nil House
Convener Kasaayagam of St. Sebastians Church

Person.

For Navajyothi Educational and
Charitable Society Secretary

P.M. Mathai

S/o Kaban Residing at Panampattanam

Person Person.

Pulickathil P.M. Chacko

S/o Mathan Agriculturist Peroor

Nariyankunnil Johnson Mathai S/o Mathew Business, Ettumanoor

12/15 July 312 325

12/15 July 11

12/15 July Rajulathilthy Jooro

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WHERE AS the LESSOR is the exclusive owner in possession of the properties scheduled hereunder as Item No.I,II & III(hereinafter called the properties) in the capacity as the convenor of Masayogam, St.Sebastian's Church, Peroor P.O., do Village, Kottayam Taluk, do District, Kerala State and the general body of the said Masayogam has decided to lease out the properties to the Navajyothi Educational and Charitable Society represented by the LESSEE and entrusted the LESSOR to prepare and execute necessary conveyance or conveyances for the purpose.

AND WHERE AS the LESSEE has agreed to take a lease of the properties from the LESSOR for a period of 50 years upon terms and conditions hereinafter mentioned and has further undertaken to build necessary buildings, play grounds, auditorium and other required construction and improvements for the smooth conduct

LESSOR: M.C.Thomas

LESSEE: P.M.Mathai



No: 876

29 6. 2004

Rs. 500/- P. M. Mathai, Secretary,
Navajyoshi Educational and
Charitable Society
Peroor P.O.

ശ്യാമപ്രസാദ് മേനോൻ
സെക്രട്ടറി

ശ്യാമപ്രസാദ് മേനോൻ
സെക്രട്ടറി
പേരൂർ പോസ്റ്റ് ഓഫീസ്
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ശ്യാമപ്രസാദ് മേനോൻ
സെക്രട്ടറി
പേരൂർ പോസ്റ്റ് ഓഫീസ്
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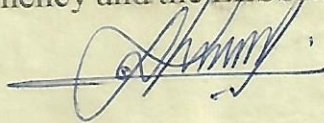
LESSOR: Mr. Thomas
LESSEE: P.M. Mathai

of St. Sebastian Public School according to the norms and requirements of Central Board of Secondary Education and other authorities concerned.

Now this lease witnesseth as follows:-

1. In consideration of a monthly rent of Rs.500/- and the LESSEE'S covenants hereinafter mentioned and contained the LESSOR hereby demise and lease unto the LESSEE and the LESSEE hereby takes on rent the properties for a period of 50 years from the date hereof.
2. Immediately on the execution of these presents or as soon thereafter as possible, the LESSEE shall commence and complete with all possible expedition a suitable building or buildings and other structures and improvements on the land hereby demised according to and in conformity with the terms and requirement of Central Board of Secondary Education and other concerned Government authorities or in the best interest of the School as the management may decide from time to time. It is hereby declared that such buildings, structures and improvements shall at all times remain the property of the lessee during the term of tenancy hereby created but immediatly on the expiry of such term or on sooner determination thereof and in any event on the expiry of the period of tenency otherwise renewed, the same shall vest in and become absolute property of LESSOR who shall then be entitled to enter upon and take possession of the same. Also the LESSEE shall not sell or otherwise alienate the buildings, structures and other improvements or the meterials thereof.
3. The LESSEE is entitled to plant trees according to their choice and nurture them till the expiry of the tenency and the LESSEE is rightfull to cut and remove the

LESSOR: **M.C.Thomas**



LESSEE: **P.M.Mathai**



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same as the management of the school decide according to the circumstance arising thereon.

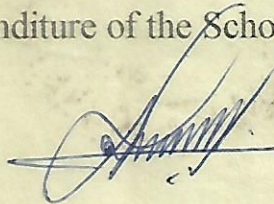
4. All taxes which are now payable by the LESSOR such as land revenue, property tax, building tax as well as all insurance premia on the building to be constructed on the land hereby demised shall be paid by the LESSEE during his tenure as lessee in the name of the LESSOR as it was remitted by the LESSOR by himself.

5. The rent payable hereunder shall be paid in advance every month by the LESSEE to the LESSOR on or before the 10th day of each calendar month and the receipt of the lessor shall be a complete discharge in respect of the same on behalf of the LESSOR.

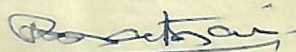
6. If default is made in the payment of the rent for a continuous period of 4 months, then on each such default it shall be lawful to the LESSOR to eject the lessee from the land hereby demised and from the buildings and structures that may have been erected thereon and to take possession thereof as full and absolute owner thereof provided that a notice in writing under registered post with acknowledgement due shall be given by the LESSOR to the LESSEE of their intention to take possession of the said land and buildings.

7. The LESSEE shall construct and maintain the buildings and other improvements at the discretion and decision of the Governing Council of the School management and all expenses incurred under such head shall be met by the LESSEE by himself from the general expenditure of the School Management.

LESSOR: M.C.Thomas



LESSEE: P.M.Mathai



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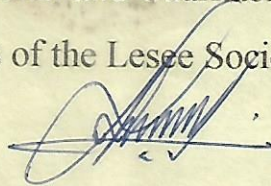
8. The LESSEE will be liable to keep the building or buildings and the structures erected and improvements affected in the properties in good state of repair and shall repair any damage or injury caused thereto except such damage as may be caused by ordinary and reasonable wear and tear.

9. The LESSEE is fully empowered to conduct the school unto the highest standard with all structural support and required recreational as well as educational facilities in need of the students and as such the LESSOR is in any way not entitled or rightfull to interfere in to the smooth conduct of the school and the day today affaires of the school will be conducted and monitered by the Governing Board of St. Sebastians public School which is a limb of the lesee society namely Navajyothi Educational and Charitable Society, Peroor, Kottayam.

10. The LESSEE will permit the LESSOR or his duly authorized agent or agents to enter upon the properties at all convenient times for periodicaal inspections as may be required by the LESSOR.

11. The LESSEE shall not, except with the permission of the lessor in writing first had and obtained, use the properties for any purpose otherthan the conduct of the smooth functioning of the school. But the LESSEE can conduct Workshops, Seminars and other functions related to the aims and objectives of the society as enumerated in the memorandum of association of Lessee society without having obtained any sanctions from the LESSOR. It is confermed and agreed by the Lessor that he had gone through the memorandum of associations as well as the Rules and regulation of Navajyothi Educational and Charitable Society in its entirity and do appreciate the aims and objectives of the Lessee Society.

LESSOR: M.C.Thomas



LESSEE: P.M.Mathai



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12. Subject to fullfilment of the terms and conditions of these presents, the LESSEE will have the options of to extend the lease of the said land and buildings and structures erected thereon for a further period as may be mutually decided by the parties on the expiry of lease hereby granted provided he gives a notice to the effect in writing by registerd post to the LESSOR of his intention to do so at least three calander months before the termination of the present lease.

13. The LESSEE shall be entitled to proceed with the already undergoing construction of the building and structures on the properties hereby demised immedietly after the registration hereof and the LESSOR shall provide all facilities in that behalf and the smooth conduct of the school.

14. The lessor and lessee have entered into this covenant in their official capacity representing the Masayogam, and The Navajyothi Educational and charitable Society having its registered office at Peroor and all terms and conditions hereunder shall bind to the offices in succession and as such the lessor and lessee is duly representing their officer respectively.

15. This deed is executed in duplicate. Original deed shall be kept by the LESSEE and the duplicate deed typed on stamp paper purchased in the name of M.C. Thomas shall be kept by the LESSOR.

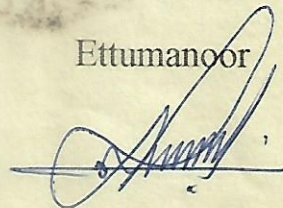
SCHEDULE OF PROPERTY

Item No.1

District : Kottayam

Sub-District : Ettumanoor

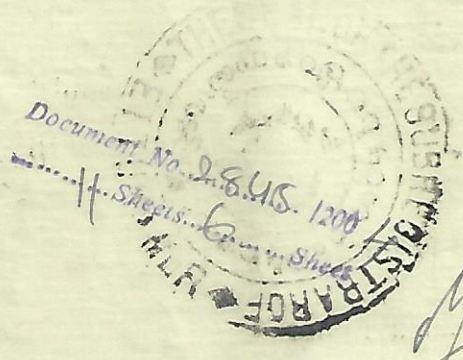
LESSOR: M.C.Thomas



LESSEE: P.M.Mathai



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Taluk	:	Kottayam
Village	:	Peroor
Kara	:	Peroor
Item	:	Pandaravakapattam
Panchayath	:	Ettumanoor
Farka	:	Ettumanoor
Survey Nos	:	432/1/1, 432/1/2, 432/1/3, 432/1/4, 432/10, 432/3/1, 429/1A
Block	:	30
Re-Survey nos.	:	468/1, 468/3, 468/13, 473/2, 473/1
Are	:	8 51 10
Sq.m	:	20 30 55 27

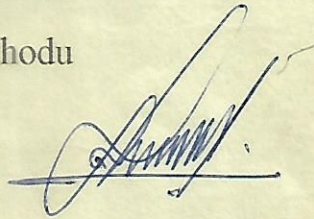
DISCRIPTION

In between the boundries specified hereunder an extent of 59 Are 20Sq.m of property comprised in resurvey No.468/1 an extent of 8Are 20Sq.m, in 468/3 an extent of 51Are, in 468/13 an extent of 10Are 30Sq.m. in 473/2 an extent of 55Sq.m. in 473/1 an extent of 27Sq.m. in Block No.30 of Peroor Village and all the improvements and trees standing therein. Document No.2549/2003 of Ettumanoor Sub Registry.

BOUNDARIES

East	:	Palackamattom
South	:	Irigationthodu

LESSOR: M.C.Thomas



LESSEE: P.M.Mathai



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West : Property belongs to Mecheryil Raman Nair
North : Property belongs to Mani Mannothea.

Item No.II

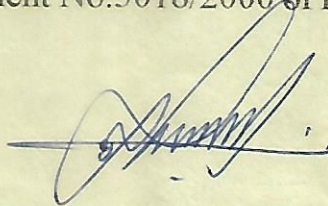
District : Kottayam
Sub-District : Ettumanoor
Taluk : Kottayam
Village : Peroor
Kara : Peroor
Item : Pandaravakapattam
Panchayath : Ettumanoor
Farka : Ettumanoor
Survey Nos : 429/3A1, 429/2A2, 429/2B, 429/3B
Block : 30
Re-Survey no. : 473/4
Extent : 8 Are 9Sq.m.

DISCRIPTION

In between the boundies specified here under an extent of 8 Are 9Sq.m equitent to 20Cents of property comprised in survey Nos.429/3A1, 429/2A2, 429/2B 429/3B and Resurvey No.468/1 of peroor Village in Block No.30 and all improvements and trees standing therein. Document No.3018/2000 of Ettumanoor Sub Registry.

LESSOR: M.C.Thomas

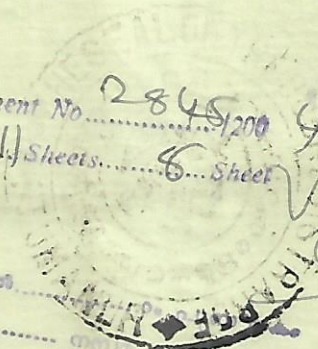
LESSEE: P.M.Mathai



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Boundaries

East : Property belongs to Asha Poothottuveettil
 South : Property belongs to Chacko Ullampallil
 West : do
 North : Property belongs to St. Sebastians Church, Peroor

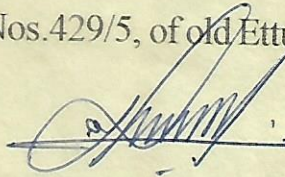
Item No.III

District : Kottayam
 Sub-District : Ettumanoor
 Taluk : Kottayam
 Village : Peroor
 Kara : Peroor
 Item : Pandaravakapattam
 Panchayath : Ettumanoor
 Farka : Ettumanoor
 Survey Nos : 429/5
 Block : 30
 Re-Survey no. : 472/6
 Extent : 38Ares 80Sq.m.

Discription

In between the boundies specified here under an extent of 1Are 3Cents of property comprised in old survey Nos.429/5, of old Ettumanoor pakuthy and presently

LESSOR: M.C.Thomas



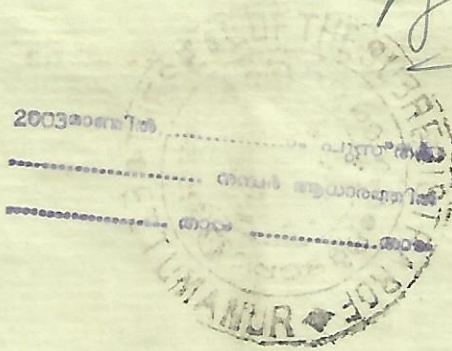
LESSEE: P.M.Mathai



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in Peroor village and in Block No.30 and in Re-survey No.472/6 and all improvements and trees standing therein. Document No.42/1113 of Ettumanoor Sub Registry.

Boundaries

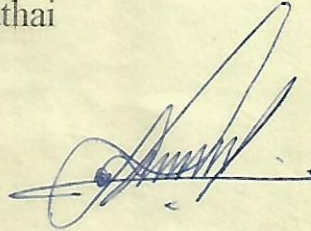
East : Munduvelikala
 South : Tharayil kala
 West : Narikuzhy
 North : Karimpanathodu

IN WITNESS WHERE OF said LESSOR and LESSEE have put their respective signature hereunder the day month and year first above- written.

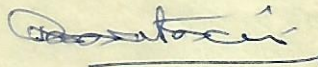
LESSOR: M.C.Thomas, the Convenor for
 and on behalf of Masayogamof
 St.Sebastian's Church Peroor

LESSEE: Navajyothi Educational and
 Charitable Society, Peroor
 represented by its Secretary
 P.M.Mathai

LESSOR: M.C.Thomas



LESSEE: P.M.Mathai



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WITNESS

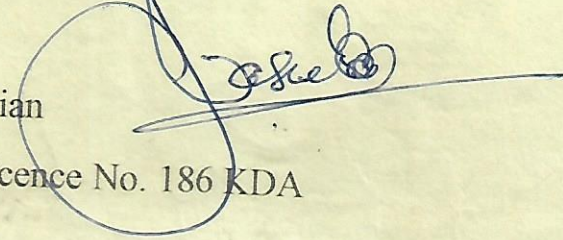
1. T.V.Ouseph
Thondampallil House
Amayanoor P.O.



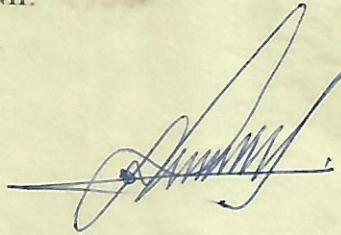
2. Saji Mathew
Nariyankunnel House
Ettumanoor P.O.



Prepared By : Jose Sebastian
Holder of Licence No. 186 KDA
S/o Devasia
Kuzhikottayil house
Ettumanoor P.O.
Computer Printing Corrections Nil.



LESSOR: M.C.Thomas



LESSEE: P.M.Mathai



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