

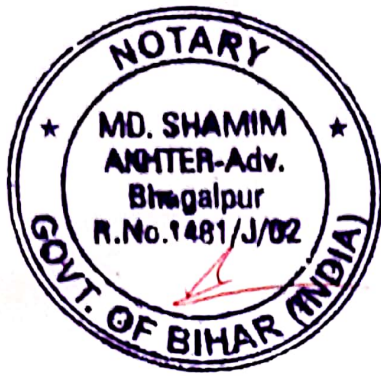


बिहार BIHAR 2022
23 JUNE 2022
कमिश्नर पदाधिकारी
भागलपुर

शिवरा कृ मिश्र भीखनपुर (गुमती नं-१) इशाकचक भागलपुर
AG 670984
१०-१०-२२

Serial No. 7 dated 10.10.22
मुरारी प्रसाद यादव
मुद्रांक विक्रेता
ला० नं०-19/87-88
कम्पाउण्ड भागलपुर

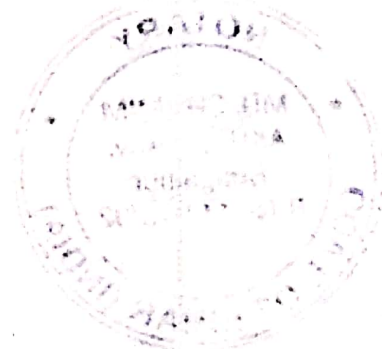
NOTARY
MD. SHAMIM
AKHTER-Adv.
Bhagalpur
R.N. 1481/G/02
GOVT. OF BIHAR (INDIA)



I.M.S. AKHTER, Notary public, duly appointed
by Govt. of Bihar, authenticate this document.
Executed by Subodh Khatun Datta
In favour of Raj Lalit Prasad
U/e - 3 of Notaries act 1956 (II) of rule 8 of
Notaries rule 1956 on the basis of identification
enification & witnessed by Mithu K. K. Prasad
on this 11.10 day of Oct month 2022 year

[Signature]
11.10.22

Md. Shamim Akhter
Notary (Reg.No.1481/J)
Bhagalpur Bihar



Before,
The Notary Public,
Bhagalpur Civil Court,
Bhagalpur.

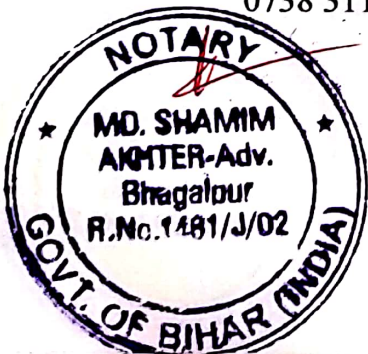
Lease Deed

THIS LEASE DEED (hereinafter referred to as the "Deed" is made at Civil Court Campus, Bhagalpur on this day of 11th October of 2022 by and between :

1. Sri Shibesh Dutta Mishra, son of LATE RAJESHWARI DUTTA MISHRA, aged about 51 years, residing at Bhikhanpur Gumti No. 2, Near Bihar Kshetriye Gramin Bank, Bhagalpur, P.S. Ishakchak, District – Bhagalpur, Bhar, PIN 812001. Aadhar Card : 7291 3093 5226.
2. Smt. Sandhya Rani Mishra, aged about 54 years W/o Late Shailesh Dutta Mishra who is S/o LATE RAJESHWARI DUTTA MISHRA C/o Ram Kumar Mishra, Advocate, Bhikhanpur Gumti No. 3, P.S. Ishakchak, District- Bhagalpur, Bihar, PIN 812001. Aadhar Card : 2492 0194 1676.
3. Sri Pratyush Dutta Mishra, aged about 27 years, S/o LATE SHAILESH DUTTA MISHRA, C/o Ram Kumar Mishra, Advocate, Bhikhanpur Gumti No. 3, P.S. Ishakchak, District- Bhagalpur, Bihar, PIN 812001. Aadhar Card : 6479 2938 0702.
4. Sri Somesh Dutta Mishra, aged about 52 years, S/o LATE RAJESHWARI DUTTA MISHRA, R/o Kumidini Ghosh Road, Barmasia, Deoghar, Jharkhand, PIN : 814112 , Aadhar Card : 3108 0738 3116.

संदेश 21/10/22
Pratyush
Dutta Mishra.
Somesh
Dutta Mishra
with Mishra

Shibesh Dutta Mishra



..... "LESSORS", which expression shall mean and include their legal heirs, successors and permitted assigns) of the ONE PART;

AND

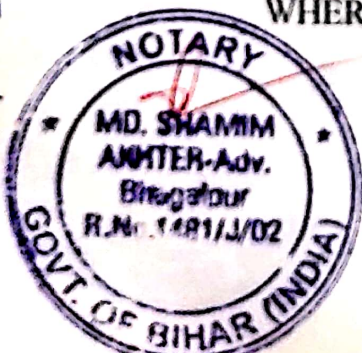
Raj Lalit Trust (Registered under Indian Trusts Ac 1882), registered at Office of the Sub-Registrar with book no- IV, Volume No - 2, Pages 133-170 with Deed No. 168/22, with Registered Head Office at Kumidini Ghosh Road, Barmasia , P.S. Town P.S, Deoghar, District – Deoghar , Jharkhand, PIN 814112, represented by Sri Somesh Dutta Mishra, Aged about 52 years, who is also the signatory trustee of the Raj Lalit Trust, S/o LATE RAJESHWARI DUTTA MISHRA, R/o Maitreya School, at Kumidini Ghosh Road, Barmasia , P.S. - Deoghar, District – Deoghar , Jharkhand, PIN – 814112, (the "LESSEE", which expression unless it be repugnant to the context or meaning thereof shall mean and include its successors and permitted assigns) of the OTHER PART.

the "LESSEE", which expression unless it be repugnant to the context or meaning thereof shall mean and include its successors and permitted assigns) of the OTHER PART.

(Each of the Lessors and Lessee are hereinafter individually referred to as a " PARTY ").

WHEREAS :

Page 2 of 15



सोमेश दुत्ता मिश्रा
राजेश्वरी दुत्ता मिश्रा
संदेश राणी मिश्रा

सोमेश दुत्ता मिश्रा

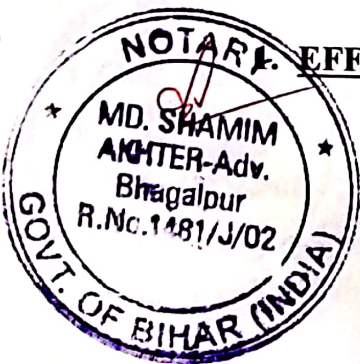
The Lessors are the owners of land [admeasuring 102.24 in decimal (44535 in square feet)] , situated at Mauza : Barmasia

Thana No. : 254 , Khata No. 48/8, 9/2871 , Khesra No. 325 , P.S. Town Police Station Deoghar , Circle Office: Deoghar , District- Deoghar, State – Jharkhand, (the “**LEASED PROPERTY**”, more specifically described in the schedule – A hereinunder).

- A. The Lessee is a Trust, which provides Educational Services in the form of Schooling and would be engaged in establishing, operating and running Schools, Educational Activities across the country.
- B. The Lessee desirous of establishing and operating a School at Deoghar has approached the Lessors to grant the Leased Property on lease for School Campus adjacent to the School premises already constructed on the land owned by Shri Somesh Dutta Mishra.
- C. The Lessors have agreed to grant lease of the Leased Property to the Lessee for the purposes mentioned herein in accordance with the terms and conditions mentioned in this Deed.

IN CONSIDERATION for the mutual covenants and agreements set forth herein, and for other good and valuable consideration, receipt and sufficiency of which is acknowledged, the Parties, intending to be legally bound by this Deed, hereby agree as follows :

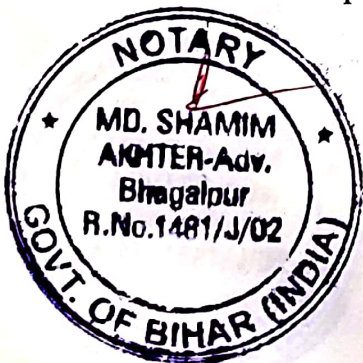
EFFECTIVE DATE AND TERM OF THE LEASE



- 1.1 The Effective Date of this Deed shall be 11th October, 2022, and it shall continue to remain in force for a period of 30 (Thirty) years thereafter, i.e. until 10th October, 2052 (the “ LEASE PERIOD”).
- 1.2 The Lessors shall give immediate possession of the Leased Property along with execution of this Deed.
- 1.3 On expiry of the Lease Period, if the Parties agree to renew the Lease Period then the Lease Period shall be renewable for another term, on the terms and conditions as then will be mutually decided, the duration of which shall be mutually decided the Parties (the “Extended Lease Period”).
- 1.4 On expiry of the Lease Period, if the Parties do not agree to renew the Lease Period, then the Lessee shall vacate and handover the possession of the Leased Property to the Lessors, peacefully, without making any sort of hue and cry.

2. **USE OF THE LEASED PREMISES**

- 2.1 In case, some construction work of permanent nature is required in the Leased Property, the Lessee shall not construct them of its own, but ask and inform the Lessors to get it done and if the Lessors think fit and proper, the request of the Lessee, then the Lessors will get it done by their own mean or the Lessors may take the money as advance from the Lessee, which will be adjustable in terms mutually discussed and agreed with consensus.
- 2.2 The Lessors shall use the Leased property only for Educational and allied purposes, and nothing else.



संदेश शर्मा मिश्रा

प्रायश सुलता मिश्रा

संदेश शर्मा मिश्रा

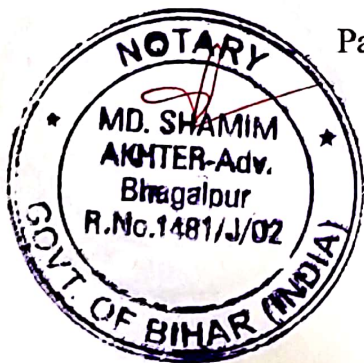
सुबेद्य सुलता मिश्रा

3. LEASE PREMIUM AND LEASE RENT

- 3.1 In consideration for the Lessors leasing the Leased Property to the Lessee in accordance with this Deed, Lessee shall pay a lease rent of Rs. 20,000/- (Rupees Twenty Thousand only) to the Lessors (" Lease Rent ") per month. The Lessee shall pay the Lease Rent by 07th day of every month to the Lessors. The lease rent is inclusive of GST.
- 3.2 In case the Lease Rent is not paid to the Lessors for three consecutive months in any financial year after signing the Agreement, this Lease-Agreement will stand Cancelled from the date ending the third month.
- 3.3 The payments would be made from the date of execution of the Deed in the bank-accounts, as will be provided by the lessors.
- 3.4 The Lease Rent shall escalate at the rate of 20% in every 3 years till the expiry of the term of this Deed.
- 3.5 The Lease Rent shall be paid by the Lessee, subject to the payment of applicable taxes, to the Lessors. The Lease Rent shall be paid by the Lessee by means of NEFT/Online or through electronic payment mode or through Cheque payable in favor of Lessors, which may be provided by the Lessors from time to time.

4. REPRESENTATION AND WARRANTIES OF THE PARTIES

- 4.1 Each of the Parties represents and warrants as follows :
- Each Party has full power and authority to enter into and execute this Deed.
 - The execution, delivery and performance of this Deed by either Party and the consummation of the transactions contemplated



संस्था स्वीकृत
राज्य
दुता मिश्रा
समक्ष
दुता मिश्रा
समक्ष

दुता मिश्रा

hereby will not : (a) violate any provision of their organizational or constitutive documents, as may be applicable; (b) violate any order, judgement or decree against, or binding upon, them or upon their respective securities, properties or businesses; or (c) violate any applicable law.

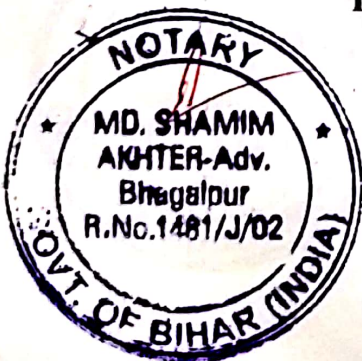
- c) No litigation, claim, dispute or proceeding is pending against any Party which would adversely affect this Deed in any way.
- d) Neither Party has entered into any agreement that would prevent if from fulfilling the obligations under this Deed.

4.2 The Lessors further represent and warrant as follows:

- a) The Lessors have clear and marketable title over the Leased Property and there are no encumbrances whatsoever on the Leased Property.
- b) The Property may be used for commercial purpose as per the relevant records of the government, including establishing and operating an Educational Institution/School. Approval, if any, required from the concerned authorities would be obtained by Lessee by paying the requisite fee, and would be borne out by Lessee alone.
- c) All the taxes and other government levies, charges, etc. in relation to the Leased Property has been fully paid by the Lessors till the date of execution of this Deed.

5. **COVENANTS OF THE LESSEE**

The Lessee hereby covenants with the Lessors as under :



संस्था राणी मिश्रा
प्राद्युष दुक्ता मिश्रा.
समूह दुक्ता मिश्रा

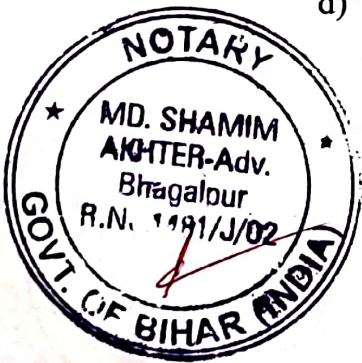
शुभेय दुक्ता मिश्रा

- a) To operate the Leased Property only for the purposes of School Campuses, parking and play-ground.
- b) To upkeep the Leased Property in good and tenable order and condition.
- c) To perform and observe strictly the provisions hereof and also abide by the rules and regulation in force from time to time.
- d) Not to carry on any illegal and/or anti-social acts or cause any nuisance and/or annoyance in the Leased Property.

6. COVENANTS OF THE LESSORS

The Lessors hereby covenant with the Lessee as under:

- a) To observe and perform all the terms and conditions and stipulations of all documents under which the Lessors derive the right to lease the Leased Property;
- b) To permit the Lessee to use and occupy the Leased Property, without any hinderance or obstruction of any nature whatsoever, as long as the Lessee observes and performs all the terms, conditions and covenants contained herein;
- c) To allow the Lessee to obtain necessary permissions, licenses required for construction and operation of the School/Educational Institutions.
- d) Not to sale or transfer the Leased Property or to create any encumbrances over the Leased Property by means of mortgage, charge, etc, in whatsoever condition. The Leased Property has been given to the above mentioned Trust on monthly rental basis for the period mentioned earlier.



Samah Bhatta Mishra

Dutta Mishra

Pratyush

संदेश रानी मिश्रा

Sanjay Anil Mishra

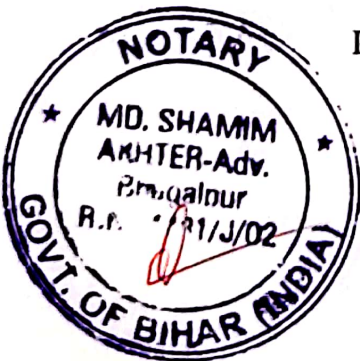
- e) To ensure that the Lessee can utilize the common area of the Leased Property for parking of vehicle without any hinderance.
- f) To allow the Lessee to take any steps and do such things as may be necessary to obtain water and electricity connection to the Leased Property, including digging of bore wells, set up poles, fixing DG sets and other fixtures in the ground, etc.
- g) If at any point of time, the Lessee is wound up either willingly or declared insolvent or bankrupt through the decree of any competent court of law, even then this property cannot be attached or sold off. As the Lessee is not empowered to create any encumbrances over the Leased Property by means of mortgage, charge, Security or Loan against property by means of the instant property.

7. TERMINATION OF THE LEASED DEED

Either Party shall have the right to terminate this Deed with prior notice to either party, of one Academic year in progress and before starting the new Academic Session, any time before the expiry of the present Leased period.

8. NO ASSIGNMENT

- 8.1 The Lessors agree not to assign or transfer the benefit of this Deed to any other person or party
- 8.2 The Lessee also agreed not to assign or transfer the benefit of this Deed to any of its subsidiaries/group of companies or its lenders.



Somach Dutta Mishra

Pratyush Dutta Mishra

15/11/2021

Subodh Anil Mishra

9. GOVERNING LAW

This Deed shall be governed by and shall be construed in accordance with the laws of India.

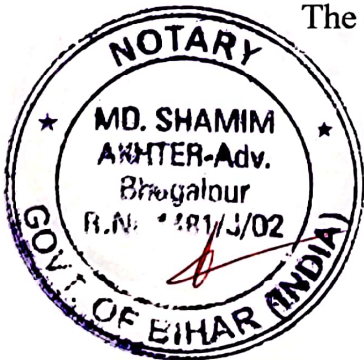
10. JURISDICTION

Each of the Lessors and the Lessee agree that the courts and Tribunals in Deoghar shall have the non-exclusive jurisdiction to settle any disputes which may arise out of or in connection of this Deed and that accordingly any suit, action or proceedings (together referred to as "Proceedings") arising out of on in connection with this Deed may be brought in such courts or the tribunals and the Parties are irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts of tribunals.

11. NOTICE:

11.1 Except as otherwise expressly provided herein, all notices and other communications provided for hereunder or there under shall be (i) in writing (including emails/whats App/Registered Post/or sent by person, overnight courier to a Party hereto at its address and contact number specified below, or at such other address and contact number as is designated by such Party in a written notice to the other Party hereto.

The address for service of all notices to the Lessors shall be:



संदेश 27/11/2019
प्रेतेश दुता मिश्रा -
समश दुता मिश्रा

संदेश दुता मिश्रा

Communication Address of Lessors

Sl No.	Name With Address	Mobile	E-mail
1.	Shri Shibesh Dutta Mishra, C/o Sri Net Lal Saha, Bhikhanpur Gumti No. 2, Near Kshetriye Gramin Bank, Bhagalpur - 812001.	7979723384	mishra.naman@gmail.com
2.	Smt. Sandhya Rani Mishra C/o Sri Ram Kumar Mishra, (Advocate), Bodh Nath Mishra Lane, Bhikhanpur Gumti No. 3, Bhagalpur - 812001	9304548499	bigdaddyzmail@gmail.com
3	Shri Pratyush Dutta Mishra C/o Sri Ram Kumar Mishra, (Advocate), Bodh Nath Mishra Lane, Bhikhanpur Gumti No. 3, Bhagalpur - 812001	7004667184	bigdaddyzmail@gmail.com
4	Shri Somesh Dutta Mishra, Maitreya School, Kumudini Ghosh Road, Barmasia, Baijnathdham Deoghar. Jharkhand - 814112	9470110488	somesh.duttamishra@gmail.com

The Address for services of all notices to the LESSEE shall be:

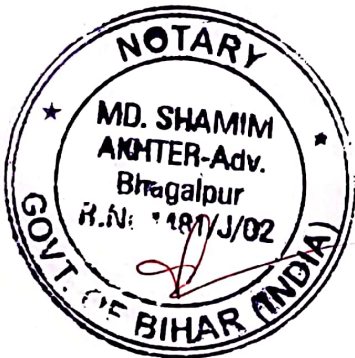
Attention : Somesh Dutta Mishra,

Managing Trustee, Raj Lalit Trust,

Maitreya School, Kumudini Ghosh Road, Barmasia

Deoghar, Jharkhand - 814112

Mobile : 9470110488, 9801875757.



श्री 27/1/21
प्रत्युष दुत्ता मिश्रा
समेश दुत्ता मिश्रा

श्रीबेश दुत्ता मिश्रा

Email : somesh.duutamishra@gmail.com

- 11.2 All such notices and communications shall be effective (i) if sent by emails, (ii) through GPO's Registered Post, (iii) through person or (iv) Private Courier Services, be assumed to be delivered withing a week , whether actually delivered or not, if the telephonic communication has been made prior to sending through various mentioned modes.
- 11.3 An original of each notice and communication sent by either parties to the opposite party through the above mentioned means shall be kept in office or personal possession with the parties for further references, if needed.

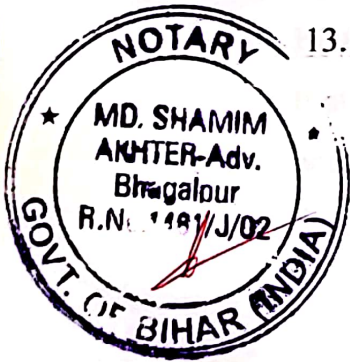
12. INDEMNITY

- 12.1 The Lessee shall indemnify and hold Lessors property harmless from any losses, claims, damages, awards, penalties or injuries incurred during the Leased Period.
- 12.2 During the Lease Period, any litigation arose out of running the Lessee's business of whatsoever's nature with any third party, Lessee owes all the liabilities and nothing shall pass to the Lessors.

13. DISPUTE RESOLUTION

13.1 NEGOTIATIONS

Subject to applicable laws, the Parties shall negotiate in good faith and use reasonable efforts to settle any dispute, controversy or claim arising from or related to this Deed (



संकेत राणी मिश्रा
राजेश्वर दुत्ता मिश्रा.
Somesh Dutta Mishra

Somesh Dutta Mishra

each, a "Dispute"). In the event that the Parties are unable to, within 30 (thirty) days, to reach a resolution, such Dispute shall be referred for negotiation to a mutually acceptable party who shall attempt in good faith to reach a resolution of the Dispute. If the foregoing procedures fail to achieve a mutually satisfactory resolution within 30 (thirty) days, then either Party may, by written notice to the other Party, elect to have the matter settled by binding arbitration pursuant to Clause 13.2 (Arbitration) of this Deed.

13.2 **ARBITRATION :**

Any Dispute not resolved in accordance with the clause 13.1 of this Deed (Negotiation) shall be referred for arbitration to an arbitrator to be appointed by mutual consent,. The Arbitration shall be conducted as per the Indian Arbitration and Conciliation Act, 1996 and the rules made thereunder, as amended and in force, from time to time.

It is expressly agreed between the Parties that:

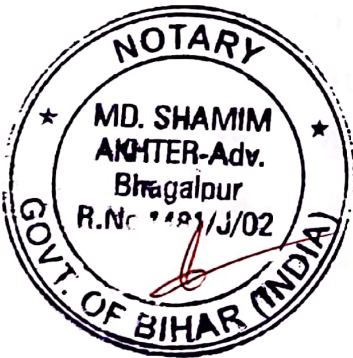
- (i) The venue of such arbitration shall be Deoghar, Jharkhand.
- (ii) The arbitration proceedings shall be conducted either in the language of English or Hindi.
- (iii) The arbitration award shall be final and binding.

14. **FORCE MAJEURE**

If at any time during the term of this Deed, the Property is damaged or destroyed by fire, storm, flood, tempest, earthquake, enemies, war, riots, civil commotion or any other irresistible force, act beyond the

श्री 27/1/2017
Ranjayesh Datta Mishra
Suman Datta Mishra

Suman Datta Mishra



18.2 This Deed may be executed in ^{3 (three)} ~~2 (two)~~ counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same agreement.

SCHEDULE - A

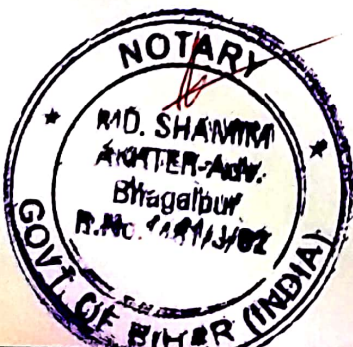
DETAILS OF LEASED PROPERTY

A separate Sheet is also attached containing the details of the entire property and a Map on Tracing-paper on which shares of the above named lessors are well defined there, will be the part and parcel of this very Leased - Agreement.

Sl	LESSOR	Portion Leased		Area (Sq. Ft.)
		Marked as	Colour	
1	Shibesh Dutta Mishra	A	Blue	16782
2	Sandhya Rani Mishra	B	Red	11000
	Pratyush Dutta Mishra			
3	Somesh Dutta Mishra	C	Green	16753
Total :				44535

IN WITNESS WHEREOF, the Parties hereto have caused this Deed to be executed and acknowledged by their respective representatives hereunto duly authorized, as as the place and of the date first above written.

SIGNED AND DELIVERED by the within Named Smt. Sandhya Rani Mishra W/o Late Shailesh Dutta Mishra, Shibesh Dutta Mishra, S/o



सर्वोपरि सुश्री मिश्रा
प्रत्युष दुत्ता मिश्रा.
समेश दुत्ता मिश्रा

Shibesh Dutta Mishra

Late Rajeshwari Dutta Mishra , Shri Prayush Dutta Mishra S/o Late
Shailesh Dutta Mishra and Somesh Dutta Mishra S/o Late Rajeshwari
Dutta Mishra in their capacity as the Lessors.

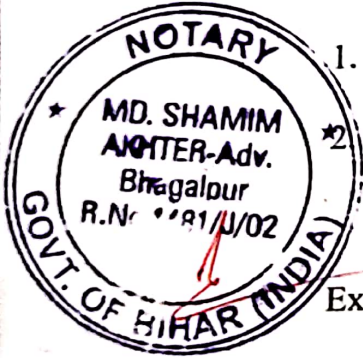
- (a) Smt. Sandhya Rani Mishra *संध्या रानी मिश्रा*
(b) Shibesh Dutta Mishra *Shibesh Dutta Mishra 11-10-2022*
(c) Pratyush Dutta Msihra *Pratyush Dutta Mishra.*
(d) Somesh Dutta Mishra *Somesh Dutta Mishra 11.10.2022*
(e) In the presence of :

- 1.
- 2.

Signed and Delivered by the within named Somesh Dutta Mishra S/o
Late Rajeshwari Dutta Mishra, in his capacity as the authorized
Signatory of the Lessee.

In the presence of the following witnesses :

1. Muthilesh Kumar Rajak
2. *Rahuldee Sika*



Execution Date :

Drafted by :

Shibesh Dutta Mishra (Advocate)

Enrollment No. BR/744/2020

Authentication of deed
under Notaries Act 1956

ATTESTED
Shamim Akhtar
Md. Shamim Akhtar
NOTARY
Bhagalpur (No. 1481/J)
Govt. of Bihar

Page 15 of 15

संध्या रानी मिश्रा

