

Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number: 3f7278c9775487eb3144

Receipt Date: 28-May-2022 02:17:02 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Lease

District Name : EastSinghbhum

Stamp Duty Paid By : All India Womens Conference

Purpose of stamp duty paid : Lease Agreement

First Party Name : Tata Steel Limited

Second Party Name : All India Womens Conference

GRN Number: 2211427578

This stamp paper can be verified in the jharnibandhan site through receipt number —

PETER PAUS 14 CHIEF CORPORATE ADMINISTRATION

TATA STEEL LIMITED

THE ALL TUBIA WOMEN'S CONFERENCE

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This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899.

इस रसीद का उपयोग केवल एक ही दस्लावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

BUILDING LEASE AGREEMENT

THIS DEED OF BUILDING LEASE (LEASE) IS MADE ON THIS THE 6" October 2022 AT JAMSHEDPUR

BY AND BETWEEN

TATA STEEL LIMITED, an existing Public Limited Company within the meaning of Companies Act, 1956 and having its Registered office at 24, Homi Modi Street, Forl, Mumbai and its steel works and township in Jamshedpur, District East Singhbhum, State Jharkhand, hereinafter referred to as the LESSOR (which expression unless repugnant to the context shall include its executors, administrators, successors and assignees) represented by Mr. Ritu Raj Sinha, son of Mr. Subhash Chandra Sinha, by faith Hindu, by nationality Indian by occupation working as Chief Corporate Administration in TATA STEEL, resident of 6, Kaiser Bungalow, I.C. Road, P. S. Bistupur, Town-Jamshedpur, Dist. East Singhhum of the said Company of the ONE PART;

AND

ALL INDIA WOMEN'S CONFERENCE, JAMSHEDPUR (hereinafter referred to as "AIWC") a Registered Society under Societies Registration Act, 1860, having its Registered Office at Road No.19, Farm Area, Post Kadma, Town Jamshedpur, Jharkhand 831005, hereinafter referred to as the LESSEE (which expression unless repugnant to the context shall include executors, administrators, successors and assignees) represented by its President, Jamshedpur Constituent Branch, Mrs. Varsha Daga by faith Hindu, by Nationality Indian, resident of 2, A Road (West), Northern Town, Jamshedpur - 831001, District - East Singhbhum of the OTHER PART

WHEREAS, the LESSOR is engaged in the manufacture and sale of steel and other allied products and has set up a township around its works at Jamshedpur, District: East Sirghbhum, on lands initially acquired and conveyed by Registered Deeds of conveyances dated 19.01.1912 & 23.09.1929 by the then provincial Government, under the provisions of Land Acquisition Act. 1894 to the LESSOR and since after vesting of the intermediary rights of the said Land in the erstwhile State of Bihar under the provisions of Bihar Land Reforms Act, w.e.f. 01.01.1956. By the Registered Lease Deed dated 01.08.1985, the State of Bihar, executed lease w. e. f. 01.01.1956 initially for a period of 40 years to the LESSOR and since after expiry of the lease period on 31.12.1995, the State of Jharkhand renewed the said lease by Registered Lease Deed dated 20.08.2005 up to 31.12.2025, with provisions for further renewals at the instance of the said LESSOR.

AND WHEREAS, with a view to provide adequate and high standard Educational facilities to the wards of its employees and other incidental population of the Town, the LESSOR has set up severa educational institutions including Primary and Secondary schools, Inter colleges etc. at its cost and mode of management.

AND WHEREAS with a view to upgrade the educational facilities for the children of the employees and children of other citizens of the town, the LESSOR had entered into Memorandum of Agreement with LESSEE on 19th January 1994, for the period of 30 years to run a English Medium school at New Baridih, in the town of Jamshedpur, under the name and style of "JAMSHEDPUR PUBLIC SCHOOL". New Baridih, Jamshedpur on the pattern of

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Central Board of Secondary Education, Delhi (hereinafter referred to as CBSE) on mutually agreed terms and conditions.

AND WHEREAS, the LESSOR has its building and structures measuring on land measuring area ~4.69 acres in around Pachavati Road, New Baridih, Jamshedpur, bounded by compound wall on all sides being utilized for school purpose and the same shall always remain the property of the LESSOR

AND WHEREAS the LESSEE has made request vide letter No. JPS/027/2022-23, dated 16.08.2022 to amalgamate both the buildings as they required a single agreement for affiliation. (Both the School buildings shall be collectively herein referred to as Lease Structure)

AND WHEREAS, to meet the further requirements of the Council of CBSE that the school should be run by a registered Trust/Society for educational purposes and that it should not be run for profit and that the school should have a properly constituted Governing Body which shall be responsible to the Trust/Society and should have a lease for a minimum period of thirty years of the building premises on which the school situates. Therefore, the LESSEE had requested the LESSOR to grant lease of school building for a minimum period of thirty (30) Years

AND WHEREAS, the LESSOR has its building and structures standing on land measuring area ~4.69 (~1.98 + ~2.71) acres in around Pachavati Road, New Baridih, Jamshedpur, bounded by compound wall on all sides being utilized for school purpose and the same shall always remain the property of the LESSOR.

AND WHEREAS to fulfill the requirement of norms of Council of CBSE, the LESSEE has requested vide letter No. JPS/010/2022-23, dated 20.05.2022, to register the Building Lease Agreement and the pursuant to the said request, the parties herein have desired to enter into this Building lease deed redefining all the earlier arrangements made to this effect.

NOW IT IS HEREBY EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

That the subject matter of this Lease is the building and structure detailed in the SCHEDULE below.

In consideration of the rent herein reserved, with respect to the building and structures standing on enclosed and covered area of ~ 4.69 acres, covenants hereinafter contained, the LESSOR does hereby demise upon the LESSEE all the building and structures together with compound wall fittings, furniture and fixtures (all of which are more particularly described in the Schedule herein under written and hereinafter to be collectively read with the Leased Structure) to hold the same unto the LESSEE for a term of 30 years, subject to the renewal of the period of the parent lease, executed by the State in favour of LESSOR, in respect of land in town Jamshedpur and may be renewed for any further period, as may be agreed upon mutually.

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That the LESSEE shall pay a yearly rent of Rs.12/- (Rupees twelve only) during the continuance of the Lease, payable in advance by 10st of January each year.

OBLIGATION OF LESSEE:

1 PREMISES AND BUILDING:

- That the LESSEE shall not utilize the premises for any purpose other than for promoting academic activities, literary and social activities
- b. Notwithstanding anything contained to the contrary in any other instrument executed prior to this LEASE relating to the Lease Structure, the term of the LEASE shall be for 30 years commencing with effect from 19.01 1994 till its expiry on 18.01 2024.
- c. The LESSEE, may if desirous for the renewal of the lease, must apply 180 days prior to the expiration of the lease term to the LESSOR. The LESSOR may at its discretion renew the lease for such term at the sole discretion of the LESSOR and on such other stipulations as may be mutually agreed between the parties.
- That the LESSEE shall pay a yearly rent of Rs. 12/- to the LESSOR as rent for the Leased Structure, which is exclusive of GST, any other charges, taxes, cess, impositions of any kind applicable to the Leased Structure. All other exclusive charges shall be paid by the LESSEE upon its demand. The LESSOR shall be entitled to revise the rent or impose any demand on the Lessee, should there be any additional demand or imposition raised by the State Government or the Central Government or any authorities under the said Governments.
- e. The annual rent for the Lease Structure is, however, fixed at Rs. 12/- (Rupees Twelve only) per annum, solely for the purpose of registration of this Deed of Building Lease.
- f. That the LESSEE shall at all times utilize the Leased Structures for the stated objectives of the Lease.

The LESSEE shall ensure:

- Maintenance and upkeep of the Leased Structure and premises including the ground within the school compound.
- Prevention of encroachment in and around the premises.
- iii. Maintenance of proper hygiene in the premises
- 3 The LESSEE shall allow the LESSOR, its' officers, representatives to enter upon the Leased Structure for inspection of the premises to oversee if the usage and maintenance of the same is in order or in accordance with timely instructions of the LESSOR or for carrying out any work through the said premises for the betterment of the surrounding areas giving the LESSOR prior notice.

4. The LESSEE shall not sell, assign, transfer, create charge, mortgage or otherwise of any kind whatsoever, or alienate the Leased Structure or any portion whereof in favour of any person or institution

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TEACHING

 That the school shall be run by the LESSEE efficiently so that it forms a model for other similar educational institutions. The LESSEE shall ensure that the school shall be recognized by National Education Board such as C.B.S.E etc.

The LESSEE shall:

- Maintain good standard of teaching and discipline in the school
- Keep the teaching pattern updated in accordance with the syllabus of affiliating board in order to ensure good results in academics.
- Encourage sports and other co-curricular activities with a specific focus on over all development of the students and preservation of values, culture and Heritage.
- Take special care regarding safety of the students within the school premises.
- Conduct programmes to inculcate moral values amongst the students such as conservation of environment, road safety, social work etc.

6 MODIFICATIONS

That the LESSEE shall not make any additions/ alternation construction to the existing Lease Structure without the prior approval in the writing of the LESSOR. In case of need of additional classrooms, laboratories and any other structure the LESSEE shall submit proper building plans for the LESSOR's approval and for obtaining sanction of the local Municipal body to enable the LESSEE to make such additions / construction at its own cost. The LESSEE shall not however, acquire any right in the land on account of such constructions, which shall elways remain with the LESSOR.

7. STATUTORY COMPLIANCE

That it shall be the exclusive responsibility of the LESSEE to ensure compliances of all applicable statutory requirements relating to obtaining/ renewal of licenses, compliance with the provisions of various labour laws such as Minimum wages Act. 1948, Equal Remuneration Act 1976, Contract Labour (Regulation and Abolition) Act 1970, Employees State Insurance Act, 1948, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, etc. (this list is not exhaustive) and for this purpose the LESSOR shall not be in any way responsible. Any laxes, cess, duties or levies applicable to the scheduled premises under this Lease shall be payable by the LESSEE.

8. AUDIT:

That the LESSEE hereby agrees that, LESSOR will carry out regular audit of the school building/premises. In case of any irregularity detected during such audit, it shall be the responsibility of LESSEE to rectify the irregularities within a period of four weeks

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9 TEACHERS AND STAFF

- A. That LESSEE shall employ its own staff and teachers for the purpose of running the school and will be solely responsible for compliance of all relevant statutory laws and rules with regard to running of the school.
- B. If any teacher/ personnel engaged by the school does anything which amounts to misconduct/misbehavior and it comes to the knowledge of the LESSOR or the school authorities, the management of the school shall take appropriate action including removal of such teacher/ personnel's necessary

10. ADMISSION

That the LESSEE shall abide by the following terms and conditions in the matter of admission of students to the school:

- The LESSEE shall comply with the requirement of admission under the Right to Education Act.
- b. The LESSEE shall reserve 80% of the seats in every class for the children of employees wards of LESSOR (subject to availability of the said percentage of children of employees of the LESSOR as students).
- c. That the LESSOR may seek the information as and when required w.r.t. employee ward children's studying in the school.
- d. That in case of transfer of LESSOR's employees to Jamshedpur from other cities preference would be given to such employee's children, subject to availability of seats.

11. TUITION FEES:

That the LESSEE shall abide by the following norms with regard to the payment of tuition fees and other charges of students in the school

a. The fultion fees and other charges shall not be more than those charged by other English medium schools of comparable level in the town, and any enhancement at any point of time shall be discussed and approved by the school Governing Body/Managing Committee, as applicable.

12. ADHERANCE TO TATA VALUES

The LESSEE hereby agrees that the LESSOR shall be at liberty to closely monitor the administration and various aspects of the functioning of the school in order to ensure quality education in line with Tata Steel Values, to which the LESSEE shall not object.

13. PAYMENT

That the LESSEE shall make requisite payment to the LESSOR for consumption of Electricity, water, Municipal Charges (MC) and other charges for services provided by the LESSOR in accordance with the prevailing rates for similar other institutions, over and above the Building Lease Rent @ Rs.12/- p.a. but the annual rent is fixed at Rs.1 Lakh (One Lakh) only for the purpose of Registration.

14. LIABILITY

The LESSEE shall be fully responsible for any damage or Injury caused or may be caused to the premises or personnel of the LESSEE at any time for any reason whatsoever.

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15. OBLIGATIONS OF LESSOR

That in case of termination of this Lease and/or the LESSEE quitting and delivering possession of the Leased Structure covered under this Lease, the LESSOR hereby agrees to pay mutually agreed fair and equitable amount as compensation to the LESSEE in respect of the value of the buildings, fittings, fixtures and other amenities etc. which has been constructed/added by the LESSEE at its own cost.

TERMINATION AND ITS EFFECT

- a That in the event of any breach of violation of the terms and conditions of this Lease, the LESSOR shall be at liberty to terminate the Lease on giving three months prior notice in writing to the LESSEE. In case such violation is rectified by the LESSEE within two months, the Lease shall continue to be in force till period mentioned herein above.
- b That either party can terminate the Lease by giving 3 months prior written notice to the other. That in the event of termination or sooner determination of the Lease, the LESSOR shall be entitled to take over possession of the Leased Structure.
- c. That in the event of the LESSEE failing to surrender possession of the Leased Structure on termination or sooner determination of the Lease the LESSOR shall be entitled to take over possession of the Leased Structure.

16. NOTICE

All notices or other communications which are required or permitted hereunder shall be in writing and shall be sufficiently delivered at the addresses set forth in the heading of this Agreement or such other address as the appropriate party may advise the other party in writing.

17. GOVERNING LAW AND JURISDICTION

The Lease shall be construed, governed and enforced in accordance with the laws of India. The courts of Jamshedpur shall have exclusive jurisdiction relating to this Lease.

18 GENERAL

This Lease constitutes the complete and entire statement of all terms, conditions and representations between the Parties with regard to the subject matter hereof and it supersedes all prior understandings whether oral or written between the Parties in relation thereto.

SCHEDULE

All Buildings and Structures with fittings, furniture's and fixtures known as 'Jamshedpur Public School, New Baridih, Town Jamshedpur, existing on New Plot No. 2463 (P), 2422(P), 2423 & 2425, under Khata No. 5, of Ward No. 15, Jamshedpur Notified Area Committee, P.S. Sidhgora, appearing under Appendix 'C & D' of the Indenture of renewed Lease dated 20.08.2005, which is bounded by:

NORTH

: Company's Road

SOUTH

: Company's lease land

EAST

: Company's Road

WEST

Company quarters

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AUTHORISED SIGNATORY

BITU RAJ SINHA CHEE CORPORATE ADMINISTRATION TAVIA STEEL LIMITED IN WITNESS WHEREOF the parties hereto have executed this Deed of Building Lease on the date, month and year first above written.

Read over the contents and found it to be true and correct.

SIGNED, SEALED AND DELIVERED by the within named LESSOR/ COMPANY

1. Smit Wo. book (Heed Kord Officials)

(N. MANUS KUMAR)

Tata Steel Ltd.

SIGNED, SEALED AND DELIVERED by the within named LESSEE

WITNESSES

SREEPARNA GHOSH (SECRETARY-IPS)

NAMITA AGARWAL (PRINCIPAL IPS)
ALL INDIA WOMEN'S CONFERENCE,
JAMSHEDPUR

For and behalf of

(Ritu Raj Sinha)

Authorized Signatory STEEL LIMITED

FOR ALL INDIA WOMEN'S CONFERENCE

Valuations SIGNATORY

Signature of LESSEE

Drafted By Advocate, Jamshedpur

Printed in the office of JPS School

