



Residential Facility at RHTC, Murad Nagar
INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

ACC. Name: HARI KISHAN
ACC. Code : UP14099804
Licence No.: 566/2021 (GZB)
Mob. No.: 9873463177

Certificate No.	: IN-UP73088044133235U
Certificate Issued Date	: 08-Dec-2022 04:52 PM
Account Reference	: NEWIMPACC (SV)/ up14099804/ GHAZIABAD SADAR/ UP-GZB
Unique Doc. Reference	: SUBIN-UPUP1409980439443052347783U
Purchased by	: SANTOSH TRUST
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: SANTOSH TRUST
Second Party	: Dr UMESH SHARMA
Stamp Duty Paid By	: SANTOSH TRUST
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

LEASE DEED

This **LEASE DEED ("DEED")** is executed at Ghaziabad on this the 9th December 2022 (w.e.f. 07.12.2022);

BETWEEN

DR. UMESH SHARMA (Aadhar Card No. 4544 6521 9923) (Pan No AVXPS90368) S/o Shri J.P. Sharma residing at 176, New Defence Colony, Muradnagar, Ghaziabad, Uttar Pradesh - 201 206 (hereinafter referred to as "**LESSOR**"), (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns);

AND

	For SANTOSH TRUST
UMESH SHARMA LESSOR	 SANTOSH TRUST LESSEE

Statutory Alert.


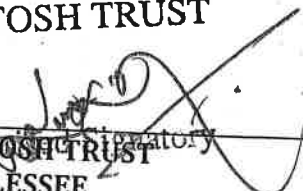
1. The authenticity of the Stamp certificate should be verified at www.uptax.gov.in or using e-Stamp Mobile App or Stock holding by discrepancy in the details of the Certificate and as available on the website / Mobile App renders it invalid.
2. The cost of checking the legitimacy is to be borne by the purchaser.

SANTOSH TRUST, a Trust established under Indian Trust Act 1882 owns & manages Santosh Medical College & Hospital under the aegis of Santosh Deemed to be University and having its Administrative Office at No.1, Santosh Nagar, Ghaziabad – 201 009 NCR Delhi through its Finance Officer Mr. J. Kamalakannan (hereinafter referred to as "**LESSEE**"), (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns);

(The **LESSOR** and the **LESSEE** are collectively referred to as the "**PARTIES**" and individually as "**PARTY**", as the context may require).

WHEREAS:

- A. The Lessor is the owner of the demised property admeasuring 175.89 Sq. Yards with 4 Storied Building located at Radhesyam 5th, Near CNG Petrol Pump, Asalat Nagar, Murad Nagar, Dist. Ghaziabad (U.P.).
- B. The Lessee is a Trust which is running Santosh Medical College & Hospital under the aegis of Santosh University at Ghaziabad
- C. The Lessee has approached the Lessor to offer on lease basis the property admeasuring 175.89 Sq. Yards with 4 Storied Building located at Radhesyam 5th, Near CNG Petrol Pump, Asalat Nagar, Murad Nagar, Dist. Ghaziabad (U.P.). hereinafter referred to as "**LEASED PREMISES**";
- D. The Lessee considering the offer made by the Lessor has agreed to take the Leased Premises on lease.



	For SANTOSH TRUST
UMESH SHARMA LESSOR	 SANTOSH TRUST LESSEE

- E. Accordingly, Rental Agreement / Lease Deed was entered into between the parties on 07.07.2016 for 11 months which was renewed from time to time. Now the term of the Lease expired on 06.12.2022.
- F. Hence, The Lessee has agreed to take on lease the Leased Premises for a further period of 11 months starting from **07.12.2022 to 06.11.2023** and the Lessor has agreed to lease the Leased Premises to the Lessee and both the Parties have agreed to record in writing their mutually agreed terms and conditions of this Deed as set forth hereinafter.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE COVENANTS AND AGREEMENTS SET FORTH IN THIS LEASE DEED, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES AGREE AS FOLLOWS:

That in consideration of:

- a. The Lease Amount (defined below) agreed between the Parties and to be paid by the Lessee to the Lessor as set out in Clause 4 of this Deed, and
- b. The Lessee agreeing to comply with all the covenants and conditions mentioned herein, the Lessor hereby grants by way of lease to the Lessee the Leased Premises, more fully described in **Schedule-I** hereunder, for a period of 11 (eleven) months from the commencement date subject to the terms and conditions herein set out.

 UMESH SHARMA LESSOR	For SANTOSH TRUST  SANTOSH TRUST LESSEE
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1. **PURPOSE:**

The Lessee shall use the Leased Premises for the purposes of "Rural Health Training Center" of Santosh Medical College & Hospital a constituent College of Santosh University.

2. **COMMENCEMENT DATE:**

The Lease granted herein shall commence on and from the 7th day of December 2022 (hereinafter referred to as "Commencement Date").

3. **TERM OF LEASE:**

3.1 The lease shall be for a period of 11 (eleven) month from the Commencement Date, i.e., from 7th December 2022 to 6th November 2023 (hereinafter referred to as "Lease Period").



3.2 The Lease may be extended or renewed for a further period upon mutual agreed terms between the parties and by executing a fresh Deed.

4. **LEASE AMOUNT:**

4.1 The Lease Amount payable by the Lessee to the Lessor for the Leased Premises shall be a sum of **Rs.96,635/- (Rupees Ninety Six Thousand Six Hundred and Thirty Five Only)** per month.

(hereinafter referred to as "Lease Amount")

4.2 The Lessee shall regularly pay the Lease Amount in installments to the Lessor by way of RTGS on or before 15th of succeeding month subject to TDS provisions.

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UMESH SHARMA LESSOR	 SANTOSH TRUST LESSEE

5. **SECURITY DEPOSIT:**

The Lessee has paid to the Lessor a sum of Rs. 1,50,000/- (Rupees One Lac Fifty Thousand Only) as Interest Free Security Deposit at the time of entering into Lease Deed on 07.07.2016. (hereinafter referred to as the 'Security Deposit') for securing the possession of the Leased Premises under this Lease Deed. The said Security Deposit shall be returned by the Lessor to Lessee at the expiry of the Lease Period.

6. **TAX DEDUCTIONS:**



The Lessee shall in respect of the payments to be made to the Lessor under this Deed deduct tax at source as per the rates specified under the Income Tax Act, 1961 ("Act") and other applicable laws and the Lessee shall provide Tax Deduction at Source certificates to the Lessor within the period prescribed under the above Act and other applicable laws.

7. **PAYMENT OF TAXES:**

The Lessor shall, for and during the period of the lease and any renewed terms of this lease, bear and pay all future property taxes water taxes, drainage tax and conservancy tax and increases thereof which are now or may at any time hereafter during the period of the lease, be assessed, charged or imposed in respect of the Leased Premises or any part thereof.

8. **ASSIGNING/SUB-LEASING/SUB-LETTING:**

The Lessee shall not be entitled to assign this Lease or any part thereof, sub-lease, sub-let, create tenancy or part with possession directly or

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indirectly to any third party in respect of the whole or part of the Leased Premises.

9. INSPECTION:

The Lessor shall have the right to enter upon and inspect the Leased Premises after serving a one week notice and with prior approval of the Lessee on any working day during reasonable hours.

10. REPAIRS AND MAINTENANCE:



10.1. The Lessee shall maintain at its cost the Leased Premises in a good state during the lease period. Any willful damage/repairs caused by the Lessee or its men, servants, agents, visitors, patients, etc will be borne by the Lessee.

10.2. The Lessor prior to handing over the possession of the Leased Premises shall attend to all major structural repairs and maintenance of external electrical, water supply and sanitary systems installed at the Leased Premises/in the building where the Leased Premises is situated at his own costs, and shall rectify the related faults immediately thereby ensuring that no inconvenience is being caused to the Lessee in using the Leased Premises.

11. ELECTRICITY AND MAINTENANCE:

11.1. The Lessor shall ensure that basic power supply with exclusive Meter for the Leased Premises.

11.2. The Lessor shall also ensure that there is adequate provision for maintenance in the Leased Premises. The Lessee shall pay the

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UMESH SHARMA LESSOR	SANTOSH TRUST LESSEE


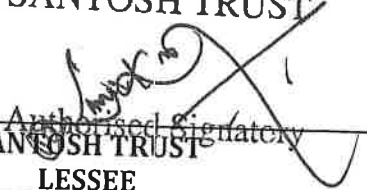
monthly a lumpsum of Rs.10,000/- (Rupees Ten Thousand Only) towards Electricity & Maintenance Charges for the leased premises.

12. LESSEE'S COVENANTS:



- a) The Lessee shall not do anything whereby the Lessor's right to hold the Leased Premises is affected, voided, forfeited or extinguished.
- b) The Lessee shall not transfer, assign or induct any third party or create any third party interest in the Leased Premises or any part or portion thereof.
- c) The Lessee shall remove itself and all its belongings, medical equipment, employees, staff, agents and all other persons from the Leased Premises within a period of 15 (fifteen) days upon expiry or sooner determination of this Lease Deed.
- d) The Lessee shall peacefully occupy the Leased Premises without causing any hindrance or disturbance to the Lessor.

13. LESSOR'S COVENANTS:

- a. The Lessor hereby warrants that the Leased Premises is the exclusive property of the Lessor and that no part of the same is subject matter of any mortgage, lien, claim, charge, attachment, encumbrance, litigation or dispute.
- b. In the event of any claims including existing debt (i.e. direct and indirect debt) of the Lessor over the Leased Premises arising at any time during the term of this Lease Deed, the Lessor undertakes

	For SANTOSH TRUST
UMESH SHARMA LESSOR	 Authorized Signatory SANTOSH TRUST LESSEE



- to keep the Lessee harmless and also indemnify the Lessee against all direct and indirect costs, losses, loss of business and expenses that may arise from such claims.
- c. The Lessor undertakes not to create any mortgage, lien, charge or attachment or any other encumbrances whatsoever during the term of this Lease Deed.
 - d. The Lessor represents and warrants that he is fully empowered, authorized and able to execute this Lease Deed.
 - e. The Lessor shall in no manner create any hindrance or obstruct the right of ingress and egress to and from the Leased Premises, its entrances, parking spaces, landings, elevators, passage ways, etc., accrued on the Lessee, its students, employees, visitors etc.
 - f. The Lessor shall provide only electricity connections with 24 hours power back.
 - g. The Lessor covenants that upon the Lessee punctually paying the Lease Amount herein reserved and all other payments and observing and performing the terms and conditions on the Lessee's part herein contained, and to all statutory rules and regulations, the Lessee shall be entitled to peaceful and quiet use and enjoyment of the Leased Premises during the Lease Period free from any interference, objection, evictions, claim, interruptions and demand whatsoever by the Lessor and/or from anyone claiming under or through the Lessor and/or their predecessors in title.

 UMESH SHARMA LESSOR	For SANTOSH TRUST  SANTOSH TRUST Signatory LESSEE
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- h. The Lessor shall not do any such acts, things or deeds which shall prejudice the right of the Lessee under this Lease Deed in any manner whatsoever.
- i. The Lessor warrants that he has obtained all the necessary approvals, consents, etc. under all applicable rules, laws, bye-laws, regulations, etc. and that all statutory requirements in connection to the use and/or occupation of the Leased Premises have been complied with.
- j. That all the taxes, cess, maintenance charges and other outgoings with regard to the Leased Premises are payable by the Lessor and the same are paid upto date and that there is nothing due on the Leased Premises.
- k. The Lessor shall keep the Leased Premises and every part thereof watertight and in good tenantable condition along with proper sanitary condition before leasing out the same to the Lessee.

14. TERMINATION OF LEASE AND CONSEQUENCES:

- 14.1. The Deed shall stand terminated on the expiry of the term i.e. 11 (eleven) months or on early termination in accordance with the terms of this Deed.
- 14.3 The Parties shall have the option to terminate the lease by giving 30 days notice. After expiry of 30 days notice, Lessee shall within a period of 15 (fifteen) days thereafter remove or cause to be

 UMESH SHARMA LESSOR	For SANTOSH TRUST  SANTOSH TRUST LESSEE
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removed itself, its agents and all its employees and all other person and their respective belongings from the Leased Premises.

14.4 Upon termination of the Deed or sooner determination of this Deed for any reason whatsoever.

- a. The Lessee shall within a period of 15 (Fifteen) days from the date of termination of this Lease Deed remove or cause to be removed itself, its agents and all its employees and all other person or persons and their respective belongings from the Leased Premises and shall hand over to the Lessor vacant, quiet and peaceful possession of the Leased Premises handed over at the time of taking the lease without causing any damage to the Leased Premises or any part thereof. However, the Lessor shall accept the normal wear and tear.

15. INDEMNITY

It is further agreed by the Lessor that the Lessor shall indemnify the Lessee and keep it always indemnified and hold harmless for any breach in representations and warranties, mentioned herein. In the event there being any defect or deficiency or inadequacy in the Lessor's right to execute the lease deed and or compliance of state/local laws affecting the Lessee's leasehold rights to occupy and use the Leased Premises or in case of any litigation arising or affecting the rights of the Lessee in any way, the Lessor undertakes to indemnify the Lessee and keep it always indemnified against all consequences arising there from including damages, losses, costs, expenses or any other claims/actions, or proceedings by others in respect of quiet and peaceful use, occupation

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and possession of the Leased Premises and that such indemnification would be reimbursement/payment to the Lessee of all reasonable costs and expenses including loss of business. Attorneys' fees, registration fee, stamp duty, all costs and security deposit amounts paid by the Lessee and all the expenses incurred by it towards the cost, of non-removable additions/alterations to the Leased Premises, if any.

16. NOTICE:

- a. Any notice, claim correspondence or other documents relating to this Deed shall be in writing in the English language and shall be deemed to be duly given or made when delivered by registered post to the Party to which it is to be given or made at the following addresses:

IF TO THE LESSOR:

ADDRESS: 176, New Defence Colony, Muradnagar, Ghaziabad

EMAIL: us554455@gmail.com

PHONE: +91 9837940380

KIND ATTN: Mr. Umesh Sharma

IF TO THE LESSEE:


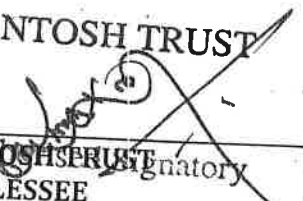
ADDRESS: No. 1, Santosh Nagar, Ghaziabad - 201 009

EMAIL: santosh@santosh.ac.in

PHONE: +91 9811282822

KIND ATTN: Mr. J. Kamalakannan

- b. The Parties may change their addresses and numbers for the purpose of giving notice by providing proper notice in accordance with the terms of this clause. Any notice shall be effective when



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received by the Party to which it is to be given or by the office of the Party to which it is sent.

- c. Any change in the address given shall be duly and properly notified to the other party by giving a prior written notice of not less than 15 (fifteen) days.

17. FORCE MAJEURE:

- a. If at any time during the term of this Deed, the Leased Premises is destroyed and/or damaged or sealed due to any pandemic, epidemic, court order either wholly or partially, enforcement notice, by force majeure whereby the Lessee is prevented from using the Leased Premises or any part thereof, the Lease Amount payable by the Lessee to the Lessor shall be suspended till such time the Leased Premises is rendered fit by the Lessor at his own cost and expense restore the Leased Premises in as good condition as they were on the date of such damage or destruction. If the force majeure condition continues for a period of more than 2 months, then the Lessee can terminate this Deed by giving one month's notice to the Lessor.
- b. If the Lessee feels that any such restoration/repair is not feasible, the Lease shall come to an end and the Lessor shall refund the Security Deposit to the Lessee after deduction of any amounts outstanding and payable by the Lessee on account of lease amount and electricity charges.



	For SANTOSH TRUST
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18. DISPUTE RESOLUTION:

- a. In case of any dispute arising or accruing in respect of this Deed or upon matters incidental, related or consequent hereto, the same shall be referred for Arbitration in consonance with the provisions of the Arbitration and Conciliation Act, 1996.
- b. The place of arbitration shall be NCR Delhi and the language of the arbitration shall be English.
- c. Each party shall have the right to appoint one arbitrator and the appointed arbitrators shall appoint the third arbitrator. In the event of an agreement not being reached as regards the third arbitrator within 15 days of the appointment of the two arbitrators, then the third arbitrator shall be appointed by the High Court of Delhi.
- d. The award passed by the Arbitral Tribunal shall be final and binding upon the Parties.
- e. The cost of the Arbitration shall be initially deposited with the Arbitral Tribunal equally by both the Parties. The Arbitral Tribunal, if called upon, shall also be entitled to award interests, damages and costs.

19. JURISDICTION:

The Courts of Ghaziabad alone will have exclusive jurisdiction in respect of this Deed.

	
UMESH SHARMA LESSOR	For SANTOSH TRUST SANTOSH TRUST Authorised Signatory LESSEE

SCHEDULE

DETAILS OF LEASED PREMISES

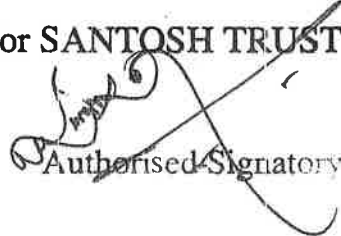
Property admeasuring 175.89 Sq. Yards with 4 Storied Building located at Radhesyam 5th, Near CNG Petrol Pump, Asalat Nagar, Murad Nagar, Dist. Ghaziabad (U.P.).

IN WITNESS WHEREOF the Lessor and the Lessee have caused this Deed to be executed on the day, month and year first hereinabove written as hereinafter appearing.

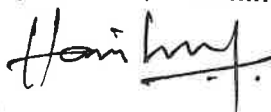
Signed and Delivered by **Shri Umesh Sharma.**

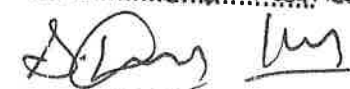
Signed and Delivered by **Santosh Trust**, through its Authorised Signatory Mr. J. Kamalakannan pursuant to the resolution of its Board of Trustees passed in that behalf on the 7th day of December 2022.


For **SANTOSH TRUST**


Authorised Signatory

In the presence of WITNESSES:

1. Hariharan S.


2. Dharani Kumal. S


	For SANTOSH TRUST
UMESH SHARMA LESSOR	Authorised Signatory
	SANTOSH TRUST LESSEE