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MANVIYA SEVA SANSTHAN OPPORTUNITY SCHOOL

Article 35 Lease

OPPORTUNITY SCHOOL BUILDING PREMISES

INDIAN INSTITUTE OF TECHNOLOGY KANPUR

MANVIYA SEVA SANSTHAN OPPORTUNITY SCHOOL

MANVIYA SEVA SANSTHAN OPPORTUNITY SCHOOL

12,000

(Twelve Thousand only)

सत्यमेव जयत

g-Stamp Locked Kanpur Nan



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 The crus of checking the legitimacy is on the users of the certificate.
 In case of any discrepancy please inform the Competent Authority.

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SUB-REGISTRAR, KANPUR NAGAR.

Date of Presentation : 06/08/2024
 Date of Execution : 06/08/2024

Presented by : VISHWA RANJAN, son of Krishna

Dayal Srivastava R/o. 117/P-1/380

Shivpuri, Kakdeo, Kanpur Nagar.

Mob. No. : 7390811970

4. Nature of Document : LICENCE AGREEMENT

5. Name of the Licensor : Indian Institute of Technology

Kanpur, (referred to hereinafter as "IITK/Licensor"), a body corporate established under the Institutes of Technology Act, 1961 and having its office at P.O. IIT Kanpur, G.T. Road, Kalyanpur Kanpur, Uttar Pradesh — 208001 through its authorized officer Mr. VISHWA RANJAN, son of Krishna Dayal Srivastava R/o. 117/P-1/380

Shivpuri, Kakdeo, Kanpur Nagar. -

Aadhaar No. : **** **** 3392
PAN (IIT/K) : AAAJI0169A
Mob. No. : 7390811970

Name of the Licensee : OPPORTUNITY SCHOOL, (referred to

hereinafter as "OS/Licensee") is an instrumentality of IIT Kanpur working under the aegis of 'Manaveey Seva Sansthan', a society duly registered under the Societies Registration Act, 1860, having Registration Number 430/1983-84, having its registered office at 239, Type-2, Indian Institute of Technology Kanpur, Kalyanpur, Kanpur-208016, Uttar Pradesh represented by its Secretary Smt. Chetna Mishra, wife of Sanjay Kumar Mishra R/o. 117/805, A-1, Block-

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M, Kakadev, Rawatpur, Kanpur Nagar.

Aadhaar No. : **** 2355

PAN : BEUPM9884H Mob. No. : 7499309600 Yearly License Fee : Rs.50,000/-

Yearly License Fee : Rs.50,000/ License Period : 25 Year (Twenty Five Years)

DETAILS OF PROPERTY

1. Place : IIT Kanpur Campus Type-I-B, Kalyanpur,

Kanpur Nagar.

2. Licensed Property : School Building Premises comprising Ground

Floor Rooms 05 Nos, Principal Room – 01 no, Staff Room – 01 no & Lab – 01 No and First Floor comprising of Class Room – 03 Nos,

Library - 01 No, Lab 02 Nos.

3. Boundaries of Licensed Property

East :: Road Leading to Pradhan Gate West :: Open Land

North :: Ram Lila Ground South :: Open Land

DETAILS OF THE AMOUNT OF STAMP DUTY:

1. Yearly License Fee : Rs.50,000/-

Six years' License Fee : Rs.3,00,000/-

Stamp paid -: _Rs.12,000/-

LICENCE AGREEMENT

This License Agreement, hereinafter also referred to as "Agreement", is made and executed at Kanpur on this 25th Day of July 2024 (hereinafter referred to as "Agreement Date.").

By and Between

Indian Institute of Technology Kanpur, (referred to hereinafter as "IITK/Licensor"), a body corporate established under the Institutes of Technology Act, 1961 and having its office at P.O. IIT Kanpur, G.T. Road, Kalyanpur Kanpur, Uttar Pradesh - 208001, India of the ONE part, represented

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by its **Registrar** - Mr. **VISHWA RANJAN**, son of Krishna Dayal Srivastava R/o. 117/P-1/380 Shivpuri, Kakdeo, Kanpur Nagar, which expression, unless repugnant to the context shall mean and include its successors and assigns of the LICENSOR of the ONE PART.

And

Opportunity School, (referred to hereinafter as "OS/Licensee") is an instrumentality of IIT Kanpur working under the aegis of 'Manaveey Seva Sansthan', a society duly registered under the Societies Registration Act, 1860, having Registration Number 430/1983-84 and having its registered office at 239, Type-2, Indian Institute of Technology Kanpur, Kalyanpur, Kanpur-208016, Uttar Pradesh, represented by its Secretary - Smt. Chetna Mishra, wife of Sanjay Kumar Mishra R/o. 117/805, A-1, Block-M, Kakadev, Rawatpur, Kanpur Nagar, which expression, unless repugnant to the context shall mean and include its successors and assigns of the LICENSEE of the OTHER PART.

IITK, the Licensor, and OS, the Licensee, are hereinafter referred to individually as the "Party" and collectively as the "Parties".

WHEREAS the Indian Institute of Technology, (IITK)/Licensor, is an Institute of National Importance, which provides meaningful education, conducts original research of the highest standard and provides leadership in technological innovation for the industrial growth of the country. The Licensor imparts and undertakes cutting-edge research in various areas of science, engineering, design, management, and humanities.

AND WHEREAS the Opportunity School (OS/LICENSEE) is in occupation of a building of the Licensor situated in the area of Type-IB quarters, on the IIT Campus (hereinafter referred to as the "scheduled premises"), the better description of which is provided at the foot of this agreement to run an educational school for the underprivileged children of the campus and nearby locality. The scheduled premise is absolutely owned by the Licensor and is a Public Premises within the meaning of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.

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AND WHEREAS any previous agreement signed between the abovementioned parties, for all intent and purposes shall be considered as terminated with effect from the date of signing of this agreement.

AND WHEREAS the Licensee has requested the Licensor to allow the Licensee to use and occupy the scheduled premises purely on a License basis for providing education to the underprivileged children of the campus and nearby locality. The Licensor has agreed to allow the Licensee to use the scheduled Premises as the bare licensee for the educational activities and to occupy the same without any right, title, interest or claim in the scheduled premises. For a better description of scheduled premises, a site plan is also attached herewith, which shall form part and parcel of this agreement.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS LICENSOR AND LICENSEE HERETO AS FOLLOWS:

- 1. Term & Validity: The Licensor (IITK) hereby grants Licence and Licensee hereby accepts only to use and occupy the scheduled premises, without any other interest in the scheduled premises, for a period ("Period") of 25 years commencing from 01/07/2024, for the educational activities. The Period of license may be extended or renewed with the mutual consent of the Parties at such rate, terms and conditions as mutually agreed.
- 2. Termination: In case of breach of any of the terms and conditions of this Agreement by the Licensee, the Licenser has the right to terminate this Agreement by serving 30 days advance notice to the Licensee. Both the Parties can otherwise terminate this Agreement even before the expiry of the license Period under this Agreement by serving 60 days advance notice to the other Party.
- 3. The Licensee hereby agrees and acknowledges that the Licensor, through this Agreement, is giving mere permission to the licensee to use and occupy the scheduled premises and nothing in this Agreement shall be treated as a transfer of interest in possession of the scheduled Premises to the Licensee.

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- 4. Licence Fees: The Licensee shall pay Rs 50000/- per annum (exclusive of all applicable taxes) to the Licensor during the Period as License Fees. Licensee irrevocably agrees to make all payments including license fees, common area maintenance charges and other amounts due to the Licensor as per this Agreement as and when due, without delay or demur, and without waiting for any formal advice from the Licensor in this regard. The Licensee shall pay the license Fees in advance to the Licensor through Bank Transfer on the annual basis in the first week of April of every financial year. The Licensee shall also pay all the other charges and dues, including, electricity and water consumption charges, property and corporation taxes as applicable on the scheduled premises, statutory dues/liabilities, damages/penal charges, pending arrears, etc. as applicable time to time, on monthly basis.
- 5. The Licensee (OS) shall use the scheduled premises only for the aforesaid activity and not for any other activity. Otherwise, the Licensee shall have to immediately hand over the possession of the 'Scheduled Premises' to the Institute but in no case, later than 15 days of the ceasing of its activities.
- 6. The Licensee (OS) shall not use the scheduled premises for residential purposes in any manner or for any other purposes, whatsoever in any case nor shall the same be allowed to be used as such by any member.
- 7. The Licensee shall at any time and from time to time, prior to and during the subsistence of the agreement, be at liberty to carry out make and effect upon the scheduled Premises such as addition, alterations, renovation and improvement to the scheduled premises (especially that of structural/material addition and alteration) only with the prior written consent of the Licensor at their own costs. However, such changes shall not be detrimental to the structural safety of the building, or in nature of material change in the structure, or in violation of local laws or regulations.
- 8. Statutory Compliance: The licensee or any other person dealing for/through shall be responsible for compliance with various statutory laws, as and when applicable and rules made there under, such as House Tax,

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Drainage Tax, Water Tax etc. including but not limited to labour related legislations with regard to licensee's business. The licensee further covenants that it shall indemnify and keep the licensor indemnified against any claims, demands, costs, charges, expenses, losses, whatsoever that may arise in connection with the scheduled Premises on account of any willful contravention/ breach by the licensee, except by an act of God, natural calamities or perils or any person dealing for/through it, of any regulations and laws for the time being in force.

- The licensor shall have the right to enter upon the premises at any time during the working hour to inspect the scheduled premises.
- 10. The license granted shall be revocable at the sweet will of the Director of the Institute if the activities of the school are not carried out in accordance with the stated objective and or not in the interest of the Institute, the Director shall be competent to ask the licensee to immediately vacate the premises. If such is the case, the licensee shall be bound to vacate within a 15 days after receipt of the notice on this behalf.
- 11. The licensee shall always maintain the premises in good condition, affecting all necessary repairs from time to time and shall keep the whole premises neat and clean maintaining a proper hygienic environment for the students and all others.
- 12. The licensee through this Agreement also declares that the Licensee shall not make any unauthorized occupation on the Public Premises near to the scheduled premises; otherwise, the Licensee shall be liable for eviction and payment of damages in compliance with the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.
- 13. Right of Supervision and Control: The overall control and supervision of the premises shall remain vested with the Licensor who shall have the right to inspect the whole or part of the scheduled premises as and when considered necessary, with respect to its bona-fide use and in connection with the fulfillment of the other terms and conditions of the license agreement. The

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Licensor reserves the right to enter the scheduled premises, to supervise, repair and replace the furniture and fixtures provided by the licensor.

- 14. Dispute Resolution: This Agreement shall be governed by and construed in accordance with the laws of India, including the Public Premises (Eviction of Unauthorised Occupants) Act 1971, for eviction and damages etc. In case of disputes arising regarding the interpretation of any clause of this Agreement or any other dispute or differences emanating from the Agreement, the Licensee and the Licensor shall endeavour to settle the same through mutual discussions. If the disputes /differences cannot be settled through mutual discussions, the subject matter of such a dispute/difference/contention shall be referred to the Chairman, Board of Governors of the Licensor, whose decision in this regard shall be final and binding upon both the Parties.
- 15. Force Majeure: Neither the Licensor nor the Licensee shall be liable for any inability to fulfill their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, any of the following events resulting in material adverse effect, shall constitute force majeure events:
- a. Earthquake, Flood, Inundation, Landslide.
- Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
- c. Fire caused by reasons not attributable to the Licensee or Licensor.
- d. Acts of terrorism.
- e. War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
- f. Strikes or boycotts, other than those involving the Licensor, its contractors, or their employees, agents etc,
- g. Any other similar things beyond the control of the party, except court order/ court judgment.

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आवेदन सं०: 202400849047737

बही स०: 1

रजिस्ट्रेशन स०: 9551

वर्ष: 2024

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त

पद्टा दाताः 1

श्री इण्डियन इन्स्टीट्यूट आफ टेवनॉलॉजी के द्वारा विश्व रंजन, पुत्र श्री कृष्ण दयाल श्रीवास्तव

निवासी: जी०टी० रोड, कल्यानपुर, कानपुर नगर आधार सं० **** **** 3392

व्यवसाय: नौकरी

र नगर आधार सं०



पद्टा गृहीता: 1

श्रीमती अपॉच्युनिटी स्कूल जरिए मानवीय सेवा संस्थान के द्वारा चेतना मिश्रा, पत्नी श्री संजय कुमार मिश्रा

निवासी: 117/805 ए-। ब्लॉक एम, काकादेव, रावतपुर,

कानपुर नगर आधार से॰ **** 2

व्यवसाय: अन्य





ने निष्पादन स्वीकार किया । जिनकी पहचान

पहचानकर्ता : 1

श्रीमती शिखा सिन्हा, पॅबी हो राजीव सिन्हा

निवासी: 665 टाइप-5; 36 लैन, आईआईटी का्नपुर नगर आधार सं॰ **** ****,0758

व्यवसाय: अन्य

पहचानकर्ता : 2



सुश्री प्रीती यादव, पुत्री श्री कृष्ण कुमार यादव

निवासी: 386 नानकारी, आईआईटी, कानपुर नगर आधार सं० **** **** 6980

व्यवसाय: अन्य

Queet





रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ने की । प्रत्यक्षत:भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए है ।

टिप्पणी :

पद्मा . सिंह उप निबंधक : सदर चतुर्थ कानपुर नगर 06/08/2024

संजय . रावत निबंधक लिपिक कानपुर नगर 06/08/2024

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h. Occurrence of any Force Majeure shall be notified to the other party within 15 days of such conditions. If any Force Majeure continues for a period of three months, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of one week to the other party.

- 16. Jurisdiction of Courts: The Court(s) at Kanpur Nagar, Uttar Pradesh shall have the exclusive jurisdiction to try any or all the dispute(s) between the parties arising out of this Agreement.
- 17. This agreement shall be binding on all office bearers and members of the Management Committee of the Opportunity School.

DESCRIPTION OF PROPERTY:

1. Place

:: Indian Institute of Technology Kanpur (IIT

Kanpur Campus, Type I-B Area

2. Scheduled Property

:: School Building Premises comprising the

following:

(A) Ground Floor: Class Rooms-05 nos,

Principal Room-01 no, Staff Room-01

no & Lab-01 no.

(B) First Floor: Class Room-03 nos,

Library-01 no & Lab-02 nos.

BOUNDARIES OF THE SCHEDULED PROPERTY:

North :: Ram Lila Ground

South :: Open Land

East :: Road Leading to Pradhan Gate

West :: Open Land



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आवेदन सं०: 202400849047737

पट्टा अनुबंध विलेख

वही स०: 1

रजिस्ट्रेशन स०: 9551

वर्ष: 2024

प्रतिकल- ३०००० स्टाम्प शुल्क- १२००० बाजारी मूल्य - ० पंजीकरण शुल्क - ३००० प्रतिलिपिकरण शुल्क - ६० योग : ३०६०

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श्री इण्डियन इन्स्टीटघूट आफ टेक्नॉलॉजी द्वारा विश्व रंजन अधिकृत पदाधिकारी/ प्रतिनिधि, पुत्र श्री कृष्ण दयाल श्रीवास्तव

व्यवसाय : नौकरी

निवासी: जी॰टी॰ रोड, कल्यानपुर, कानपुर नगर आधार सं॰ **** **** 3392

विश्व रंजन अधिकृत पदाधिकारी/ प्रतिनिधि

श्री, इण्डियन इन्स्टीट्यूट आफ टेक्नॉलॉजी द्वारा

ने यह लेखपत्र इस कार्यालय में दिनाँक 06/08/2024 एवं 10:34:38 AM बजे निबंधन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

पद्मा . सिंह उप निबंधक :सदर चतुर्थ कानपुर नगर 06/08/2924

> संजब . रावत निबंधक लिपिक 06/08/2024

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NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:

IITK/LICENSOR

BY:

[AUTHORISED SIGNATORY NAME] For and on behalf of THE LICENSOR

Name: Vishwa Ranjan

Designation: Registrar

Date:25.07.2024

In the presence of WITNESSES

d OS/EICENSEE

[AUTHORISED SIGNATORY NAME]
For and on behalf of THE LICENSEE

Name: Chetna Mishra

Designation: Secretary

Date:25.07.2024



....

Shikha Sinha wife of Rajiv Sinha R/o. 665 Type-5, 36 Lane, IIT, Kanpur. Aadhaar No. **** **** 0758 . Mob. No. 9935272974

Drafted by me

Yatindra Shukla, Advocate

Civil Court Compound, Kanpur Nagar. Mob. No. 9839371365 Recon

Preeti Yadav (

Daughter of Krishna Kumar Yadav R/o. 386 Nankari, IIT, Kanpur Nagar Aadhaar No. **** **** 6980

Mob. No. 8382082197

आवेदन सं०: 202400849047737

बही संख्या । जिल्द संख्या 15661 के पृष्ठ 347 से 366 तक क्रमांक 9551 पर दिनाँक 06/08/2024 को रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी,के हस्ताक्षर

पद्मा . सिंह उप निबंधक : सदर चतुर्थ कानपुर नगर 06/08/2024



भाग 1

प्रस्तुतकर्ता अथवा प्राची द्वारा रखा जाने वाला

कानपुर नगर क्रम उपनिबन्धक गदर चतुर्थ 2024211020462 आवेदन मंचपा: 202400849047737

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनाँक प्रस्तुतकर्ता या प्राची का नाम विश्व रंजन

पट्टा अनुबंध विलेख लेख का प्रकार

प्रतिफल की धनराजि 300000 / 0.00

1 , रजिस्ट्रीकरण शुन्क 3000

2 . प्रतिनिधिकरण शुल्क

3 . निरीक्षण या तलाश शुल्क

4 . मुख्तार के अधिप्रमाणी करण लिए शुल्क

5 . कमीशन शुल्क

6. विविध

7. यात्रिक मत्ता

1 से 6 तक का योग

जुल्क वसूल करने का दिनाँक

2024-08-06 00:00:00

दिनोंक जब लेख प्रतिमिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैप्टर होगा

2024-08-08-00:00:00

2024-08-06 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर