

#### INDIA NON JUDICIAL

# **Government of Karnataka**

#### Certificate No.

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BANGALORE METRO RAIL CORPORATION LTD

Article 30 Lease of Immovable Property

LAND LEASE AGREEMENT

(Zero)

BANGALORE METRO RAIL CORPORATION LTD

CHURCH OF SOUTH INDIA TRUST ASSOCIATION

BANGALORE METRO RAIL CORPORATION LTD

100

(One Hundred only)



Please write or type below this line

## AGREEMENT OF LICENSE

2022 at Bangalore between Bangalore Metro Rail Corporation Ltd., a Company incorporated under the Companies Act, 1956 having its Registered office at 3rd Floor, BMTC Complex, K.H. Road, Shanthinagar, Bangalore-560027, represented herein by its General Manager (Land), being the authorized signatory and hereinafter called 'Licensee' which expression wherever the

For CHURCH OF SOUTH INDIA TRUST ASSOCIATION CONT......2

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context so requires shall mean and include its successors and assigns of the one part; and CHURCH OF SOUTH INDIA, Karnataka Central Diocese, CSI Compound, Bengaluru represented by its Secretary and Treasurer, hereinafter called 'Licensor' which expression shall wherever the context so requires, shall mean and include its successors and assigns of the other part.

WHEREAS, the Licensee is implementing Phase-II of the Bangalore Metro Rail Project which also consists of Gottigere – Nagwara R6 corridor.

AND WHEREAS, the Licensee is building an Underground Metro Station named Rashtriya Military School along Hosur Road on south of Vellara Junction along Gottigere - Nagwara Corridor (R6 Line) and has acquired the required land for construction of the Metro Underground Station;

AND WHEREAS, the Licensor owns lands and properties adjacent and surrounding the proposed Metro Underground Station area in All Saints Church premises out of which an area of 227.18 Sqm more fully described in Schedule-I has been identified by the Licensee for temporary use subject to without prejudice in regard to case filed by DEO, vide Case No. WP10731/2020(GM-RES)

AND WHEREAS, the Licensor has agreed to permit the use of the said land and properties on temporary basis the Licensee needs certain other lands temporarily for works area for movement of men and machinery, Barrication of works area and other allied works required for the Project; for movement of men and machinery, in public interest, for such period as is necessary during the Construction of Rashtriya Military School Underground Station. The Licensee has agreed to take the land and properties described in the Schedule-I hereto on license basis and THIS DEED OF AGREEMENT THEREFORE WITNESSETH, INCORPORATING THE TERMS AND CONDITIONS AS FOLLOWS:

- 1. The Licensor shall permit the use of the land and properties fully described in the Schedule-I by the Licensee for the purpose of Metro Rail Project.

IVI. MOHAMOOD

General Manager (LA)

Bangalore Metro Rail Corporation Lt.1.

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For CHURCH OF SOUTH INDIA TRUST ASSOCIATION CONT.......3

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- 3. Licensee shall pay the license fee to the Licensor towards the use of land to an extent of 227.18 sq mts, more fully described at Schedule-I hereof, being an amount of Rs.14,93,254/- (Rupees Fourteen Lakhs Ninety-Three Thousand Two Hundred Fifty-Four Only) for the period from ......2022 to......2023 as the license fee for the first year of lease. Such license fee for the subsequent years shall be paid by the Licensee to the Licensor before first day of second and third years of License period. The said license fee shall be subject to deduction of tax at source at prevailing rates. The licensee shall pay GST charges, if any.
- 4. The Licensee shall restore the land to the licensor in good condition after expiry/termination of the license.
- The Licensor shall pay necessary local taxes for the lands. 5.
- The Licensee shall have all rights to use the land for implementation of 6. Bangalore Metro Rail Project.
- 7. The Licensee may put up temporary constructions on the lands. If any such temporary structures are constructed for site office, etc. by the Licensee over the lands, upon completion of the work, the same will be demolished by the Licensee at its cost, the lands to be restored in good condition and handed over back to the Licensor.
- The Licensee shall provide proper barricades of suitable height along 8. boundary of the Scheduled property so that the daily activities in All Saints Church are least affected.
- 9. The licensee will regularly monitor all the structures in the Church premises.
- 10. If any damage / crack / settlement happens to structures in All Saints Church premises including the Church Building due to vibration or any other reason caused by construction of Metro Station, the licensee will make good such damage / crack / settlement at his own cost. A stability test to conducted by Indian National Trust for Art and Cultural Heritage (INTACH) before the commencement of the operations within the church campus. All precautions to be taken by the licensees during the process. If there is dispute between the Licensee and the Licensor on the matter, opinion of the Expert Agency like INTACH etc., will be binding on both the parties.
- The Licensor shall extend all co-operation to the Licensee to clear trees existing in the scheduled property to facilitate construction of Metro Station such as submitting application / request to concerned tree officer, allowing Licensee to clear and dispose the trees etc. The Licensee shall pay to the

For CHURCH OF SOUTH INDIA TRUST ASSOCIATION 4

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- 12. Licensor the cost of 7 trees requiring clearing. Cost of trees as valuated by concerned tree officer shall be acceptable to both Licensor and Licensee.
- 13. There is one bore well in the scheduled property. The Licensee will create a bore well with a good water source at his own cost. The place for new bore well shall be shown by Licensor within a week from date of signing this agreement and new bore well shall be provided by the Licensee in next 15 days.
- Any disputes that may arise between the parties on account of this agreement shall be settled amicably between the Licensor and Licensee and the decision of an Arbitrator appointed jointly by the Licensor and Licensee shall be final in this regard.

### SCHDULE-I

Description of the properties taken on License from ......2022 Area 227.18 sq mtrs having measurements as shown in the enclosed sketch.

Property No: - LA City Sy. No-93-479, PID No-76-64-1,1/1,1/3 & 1/6. Bangalore-560053.

> East Remaining Property of All Saints Church

West Hosur Road

North Remaining Property of All Saints Church

South BMRCL Property and Road

IN WITNESS WHEREOF, THE LICENSOR AND THE LICENSEE HAVE SIGNED AND EXECUTED THIS AGREEMENT OF LICENSE ON THE DAY. MONTH AND YEAR MENTIONED ABOVE IN THE PRESENCE OF FOR CHURCH OF SOUTH INDIA TRUST ASSOCIATION

WITNESSES.

For CHURCH OF SOUTH INDIA TRUST ASSOCIATION LICENSOR Jones Jones

(Rev. Dr. Vincent Vinod Kumar)

Secretary

Church of South India-Trust Association

(NTOPS Sylomon Raju)

Treasurer

Church of South India-Trust Association

LICENSEE

hromb M. Mohamood

General Manager (LA)

Bangalore Metro Rail Corporation Ltd.

W	ITN	ESS	ES:

1. Randez

RONALD FERNANDEZ
PC Secretory. No 111, 1st crown trule a raggers for Extr Blook - HT

2.

GLENN NIGEL EBENEZER H2, 171 LAYOUT, KOTHANDER BANGALORE S60017

3.

Rev. THEODORE INICLIAM
Preshyter-In-charge
AU Saints Church
Bargalere - 25.

4. Chentlutted S.ARON KOMAR

S.ARON KOMAR # 13/2, Lith cross, Naissen House, dustin Town,

Bangalore - 47.

EBENEZER PREMIKUMAD NO 2. ITI LAYOUT KOTHANUR BANGALDRE 560077

6. (s. andge) (EIVAI BMR(L

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