आज दिनांक 19 माह February सन् 2004 को 14:06 बजे
श्री/श्रीमती/सुश्री SMT URMILA MATHUR पुत्र/पुत्री/पत्नी श्री SURENDRA KUMAR MATHUR
उम्र 53 वर्ष जाति KAYASTHA व्यवसाय BUSINESS
निवासी 1-F-23 MAHAVEER NAGAR III KOTA
ने मेरे सम्मुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।

उर्मिला माथुर

हस्ताक्षर प्रस्तुतकर्ता हस्ताक्षर उप पंजीयक, KOTA
(2004001835)
(Lease Deed (more than equal to 20 Years))

रसीद नं0 15719 दिनांक 19/02/2004
पंजीयन शुल्क रू0 780/-
प्रतिलिपि शुल्क रू0 200/-
पृष्ठांकन शुल्क रू0 0/-
अन्य शुल्क रू0 0/-
कमी स्टाम्प शुल्क रू0 8540/-
कुल योग रू0 9520/-

(2004001835) उप पंजीयक, KOTA
(Lease Deed (more than equal to 20 Years))

हस्ताक्षर फोटो अंगूठा

उक्त श्री/श्रीमती/सुश्री (Executant)
1-SMT URMILA MATHUR/SURENDRA KUMAR MATHUR
Age 53 Caste-KAYASTHA
Occ-BUSINESS
R/O-1-F-23 MAHAVEER NAGAR III KOTA

उर्मिला माथुर

ने लेखपत्र Lease Deed (more than equal to 20 Years)
को पढ़ लेने व समझकर निष्पादन करना स्वीकार किया।

उक्त निष्पादन कर्ता की पहचान
1 श्री/श्रीमती/सुश्री KULDEEP MATHUR
पुत्र/पुत्री/पत्नी श्री SURENDRA KUMAR MATHUR उम्र 33 वर्ष
जाति KAYASTHA व्यवसाय BUSINESS
निवासी 1-F-23 MAHAVEER NAGAR III KOTA ने की है जिनके

समस्त हस्ताक्षर एवं अंगूठा के निशान मेरे सम्मुख लिये गये हैं।

(2004001835) उप पंजीयक, KOTA
(Lease Deed (more than equal to 20 Years))

आज दिनांक 19/02/2004 को
पुस्तक संख्या 1 जिल्द संख्या 901
में पृष्ठ संख्या 75 क्रम संख्या 2004001126 पर
पंजिबद्ध किया गया तथा अतिरिक्त
पुस्तक संख्या 1 जिल्द संख्या 1914
के पृष्ठ संख्या 148 से 153 पर
चस्पा किया गया।

(2004001635) उप पंजीयक, KOTA
(Lease Deed (more than equal to 20 Years))

Rajasthan Housing Board

CONVEYANCE DEED-ALLOTTEE

THIS INDENTURE made this .....day of.....one thousand nine hundred and..... BETWEEN THE RAJASTHAN HOUSING BOARD constituted under the Rajasthan Housing Board Act, 1970 (No. 4 of 1970) (herein after called the Board and includes its successors and assings) in the part and allottee Shri मंत्री, लाल बहादुर शास्त्री शिक्षा समिति ..... hereafter called the allottee which expression shall unless inconsistent with the context or meaning include the heirs executors administrators, legal representative (s) and permitted assings) of the second part.

WHEREAS the allottee has separately applied to the Board for the purchase of a house and the Board has on the faith of the statements and representations made by the allottee accepted such application and has agreed to sell house No. भूखण्ड रकम ..... in the manner herein after appearing.
महावीरनगर विस्तार योजना, कोटा

NOW THIS INDENTURE Witnessth that in consideration of the amount of the Rs. 57300.00 (Rupees सत्तावन हजार तीन सौ रुपये .....only) paid by the allottee before the execution of these present (the receipt whereof the Board hereby acknowledge) the Board doth hereby grant convey, release and assure into the said allottee in perpetuity all the said building construction, structure with sanitary, electrical and other fittings on the house महावीर नगर विस्तार योजना (scheme / colony's name) consisting of ओपन प्लेस, चार दिवारी ..... more particularly described in schedule I hereunder written and for greater deamess delineated in the plan annexed to these presents and thereon coloured red together with all the rights casement and appurtenances whatsoever to the said house belonging or appurtenant subject to the convenants and conditions hereinafter contained.

SUBJECT ALWAYS to exception reservations, convenants and conditions hereinafter contained, that is to say as followings:-

1) The allottee hereby absolves the Board of all the liabilities in respect of any rates taxes charges and assessments of other description which are now or at any time hereinafter be assessed imposed upon the said property hereby granted upon the landlord or the allottee in respect of the said property by the local body concerned or by the State or Central Government or by any other local conditions

उप पंजीयक, कोटा

2) The conditions stipulated in the lease deed/which shall be deemed to ile forming the parts of the represents (by which the lease hold rights or the land in which the allotee stands have been granted shall supply mutatis mutandis to this conveyance and the allottee shall not do or permit anything to be done in contravention of the said conditions

उर्मिला माथुर

S. A. to Dy. R. C.
R. H. B. Kota Circle, Kota

The amount thus fixed by the Board shall be paid by the allottee within 2 months of the demand made on it.

IN WITNESS WHEREOF, the parties have hereunto set there hands, the day and year first above written.

THE SCHEDULE ABOVE REFERED TO

All that ..... भूतल ..... floor / house bearing No. ..... एक्स मकान ..... in Block No. ..... सेक्टर-1 ..... in ..... महावीर नगर वि.यो. ..... State at ..... कोटा ..... consisting of ..... 1 कुल क्षेत्र ..... 1 सेप्टिक स्पेस ..... चार दिवारी ..... and shown in the annexed plan marked Red.

The boundaries of the property are as under.

NORTH रोड

SOUTH 1 ए रो

EAST रोड

WEST 1 डी रो

Ist Witness

उर्मिला गुप्ता

Allottee

2nd Witness

1st Witness

2nd Witness

उप अभियंता, कोटा

For and on behalf of the
Rajasthan Housing Board

Printed by : PAL PRINTING PRESS, Gumanpura, Kota-7

आज दिनांक 19 माह February सन् 2004 को 14:06 बजे
श्री / श्रीमती / सुश्री SMT URMILA MATHUR पुत्र / पुत्री / पत्नी श्री SURENDRA KUMAR MATHUR
उम्र 53 वर्ष, जाति KAYASTHA व्यवसाय BUSINESS
निवासी 1-F-23 MAHAVEER NAGAR III KOTA
ने मेरे सम्मुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।

उर्मिला माथुर

हस्ताक्षर प्रस्तुतकर्ता हस्ताक्षर उप पंजीयक, KOTA
(2004001834)
(Lease Deed (more than equal to 20 Years))

रसीद नं0 15718 दिनांक 19/02/2004
पंजीयन शुल्क रू0 8680/-
प्रतिलिपि शुल्क रू0 200/-
पृष्ठांकन शुल्क रू0 0/-
अन्य शुल्क रू0 0/-
कमी स्टाम्प शुल्क रू0 95480/-
कुल योग रू0 104360/-

(2004001834) उप पंजीयक, KOTA
(Lease Deed (more than equal to 20 Years))

हस्ताक्षर फोटो अंगूठा

उक्त श्री / श्रीमती / सुश्री (Executant)
1-SMT URMILA MATHUR/SURENDRA KUMAR MATHUR
Age 53 Caste-KAYASTHA
Occ.-BUSINESS
R/O-1-F-23 MAHAVEER NAGAR III KOTA

उर्मिला माथुर

ने लेखापत्र Lease Deed (more than equal to 20 Years)
को भली भांति सुन व समझकर निष्पादन करना स्वीकार किया।

उक्त निष्पादन कर्ता की पहचान
1. श्री / श्रीमती / सुश्री KULDEEP MATHUR
पुत्र / पुत्री / पत्नी श्री SURENDRA KUMAR MATHUR उम्र 33 वर्ष
जाति KAYASTHA व्यवसाय BUSINESS
निवासी 1-F-23 MAHAVEER NAGAR III KOTA ने की है जिनके

समस्त हस्ताक्षर एवं अंगूठा के निशान मेरे समक्ष लिये गये हैं।

(2004001834) उप पंजीयक, KOTA
(Lease Deed (more than equal to 20 Years))

आज दिनांक 18/02/2004 को
पुस्तक संख्या 1 जिल्द संख्या 901
में पृष्ठ संख्या 74 क्रम संख्या 2004001125 पर
पंजिबद्ध किया गया तथा अतिरिक्त
पुस्तक संख्या 1 जिल्द संख्या 1914
के पृष्ठ संख्या 139 से 147 पर
चस्पा किया गया।

(2004001834) उप पंजीयक, KOTA
(Lease Deed (more than equal to 20 Years))

पानी बचाओ, बिजली बचाओ, धन
—पर्यावरण महकोत, मुख्य मन्त्री

Rajasthan Housing Board
PERPETUAL LEASE

This Indent made this_____day of_____one thousand nine hundred and_____between the Rajasthan Housing Board (a body constituted under Rajasthan Housing Board Act. 1970) (Act. No. 4 1970) (hereafter called the 'Lessor' which expression shall unless the context requires another and different meaning include its successor & assigns) on the one part & Shri मंत्री, लाल बहादुर शास्त्री शिक्षा समिति S/o Shri_____ खण्ड :खंड महावीर नगर विस्तार योजना, कोटा residing at_____(hereafter called the 'Lessee' which expression shall unless the context requires another and different meaning include his / her nominees, heirs, executors administrators legal representaives and permitted assigns.) on the other parts.

Whereas the Lessee Shri मंत्री लाल बहादुर शास्त्री शिक्षा समिति, has separately applied to the Housing Board for the grant of lease of belonging to the lessor and place at the disposal of the Lessor under the Rajasthan Housing Board (Act. No. 4 of 1970) and the Lessee has applied to the Housing Board for the purchase of a dwelling unit the details of which are given in the Schedule II attached to the these parents, the Lessor has on the faith of the statements and representation made by the Lessee accepted such applications and has agreed to demise the said land to lessee

Now this indenture witnesseth that in consideration of the premium of Rs. 620000.00 (Rupees छः लाख बीस हजार रुपये मात्र only.) paid before the executions of these present (the receipt where of the lessor hereby acknowledges.) and of the rent hereinafter reserved and of the convenants on the part of the Lessee hereinafter contained, the Lessor DOTH hereby demise upto the Lessee all the land under and appurtenant to the residential flats / house bearing No. मकान Block No. खण्ड सेक्टर-I महावीर नगर विस्तार योजना in the lay-out of_____ containing by admeasurement on area of 1000.00 square meters of there about situated at कोटा which land is more particularly described in the Schedule I hereunder written and with boundaries there of for greater clearness has been delineated on the plan annexed to these presents and there on coloured red (hereinafter referred to the said land) together with all rights easements and appurtenances whatsoever to the said land belonging or appertaining TO HOLD the said land hereby demised upto the Lessee in perpetuity from 4 day of 7 one thousand nine hundred and 2003 YEILDING AND PAYING thereof yearly rent payable in advance of Rupees 15500.00 (Rupees पन्द्रह हजार पाँच सौ only.) or such other enhanced rent as may hereafter be assessed under the convenants and conditions hereinafter contains clear of all deductions by equal half yearly payment on the fifteenth day of January and the fifteenth day of July is each year at the Office of Lessor or at such other place may be notified by the Lessor from 26 day of 8 one thousand nine hundred and 2003 the rent amounting to Rs. 15500.00 (Rupees पन्द्रह हजार पाँच सौ only.) from the date of the commencement of this Deed to last mentioned date having been paid before the execution of these presents.

उप पंजीयक, कोटा

V. A. & Dy. H. C.

SUBJECT ALWAYS : to the exceptions, reservations, covenants and conditions hereinafter contained, that is to say as follows :—

1. The lessor excepts and reserves unto himself all mines, minerals, coals, gold washing earth oils and quarries in or under the said land, and all right and power at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, working, removing and enjoying the same without providing or leaving any vertical support for the surface of the said land or for any building for the time being standing thereon provided always that the Lessor shall make reasonable compensation to the lessee for all damage directly occasioned by the exercise of the rights hereby reserved or any of them.

2. The/lessee shall pay unto the lessor his share of the yearly rent hereby reserved as given in the schedule II and on the day and in the manner herein before appointed

3. The/Lessee shall maintain and keep his house/flat (outside or inside) and joint wall in good repair and in proper sanitary conditions.

4. The lessee shall not deviate in any manner from the layout plan not alter the size of residential plot whether by sub-division, amalgamation or otherwise.

5. The lessee shall keep and maintain good repair of all drains, water pipes, electric lines and connections and sanitary and sewage system and permit and allow the same to be maintained and used for the purpose therefore respectively,

5. The lessee shall not transfer, assign or otherwise part with the possession of the whole or any part of the said land and/or the house/flats within a period of 7 years from the date of allotment in case of outright sale except with the previous consent of the lessor in writing which it shall be entitled to refuse in its absolute discretion,

(a) PROVIDED that in the event of transfer being made within the aforesaid period without obtaining previous consent of the lessor in writing, such transfer shall not be recognised by the lessor and it shall be open to terminate the lease.

(b) Notwithstanding anything contained in sub-clause (a) above, the lessee may with the previous consent in writing of the lessor, mortgage or charge the said land or any of the flats to such person as may be approved be the Lessor in his absolute discretion.

7. Notwithstanding the restriction, limitations and conditions as mentioned in sub-clause 6 (a) above, the lessee/shall be entitled subject the whole or any part of the house/flat erected open the residential plot for the purposes of private dwiling only.

8 Whenever the title of lessee in the said land is transferred in any manner whatsoever the transferee shall be bound by all the covenants and conditions contained here in and be answerable in all respects therefore.

In case the property is mortgaged to the Life Insurance Corporation for a loan against it, the Rajasthan Housing Board accepts the right of the Corporation to sell the said property to any person in exercise of the rights reserved by the corporation under the terms of the Mortgage Deed entered in to by the Life Insurance Corporation and the lessee.

9. Whenever the title of lessee in the said land is transferred in any manner whatsoever the transferor and the transferee shall within three months of the transfer give notice of such transfer in writing to the lessor.

In the event of the death of any of the lessee the person on whom the title of the deceased The transferee or or the whom the title devolves, as the case may be, shall apply to the lessor with shall within three months of the devolution, give notice of such devolution to the lessor certified copies of the documents (as evidencing the transfer or devolution.)

If the ansferer and the transferee neglect to give notice of such transfer in writing to the lessor, the lessor may impose for each such case of neglect liquidated damages, amounting to Rs. 100/

पंजीकृत

उर्मिला माथुर

for the first year and thereafter 100/- rupees for each successive year or part there of such neglec

10. The lessee shall from time to time and at all times pay and discharge all rates, taxes charges and assessment of every discription which are now or at any time hereafter during the continuance of this Deed be assessed charged or imposed upon the said land hereby demised or his house/flats or the landlord or tenant in respect thereof.

The lessee shall also pay any increase in the premium of the land under his plote if in future the cost (Premium) of the land goes up as a result of certain judgement of a court or due to any other unforseen reason beyond the control of the Board.

10. A Notwithstanding anything herein before contained the lessee hereby agrees to pay any increase in the premium and consequent increase in the ground rent as has been fixed by the Board arising out of the increase in compensation of land which might be decided hereafter. Such payment shall be proportionate amount of such increase in compensation, the corpus of which will be fixed by the Board, which will be final and binding to the lessee.

The amount of increase in the premium and that of the arrears due to increased ground rent will be paid by the lessee within two months of demand made on him.

11. All arrears of rent and other payment due in respect of the said land hereby demised or hereby conveyed shall be recoverable in the same manner as arrears of land revenue.

12. The lessee shall in all respect comply with and be bound by the building, drainage and other bye-laws of the proper municipal or other authority for the time being in force.

13. The lessee shall not without the previous permission in writing of the lessor and also the sanction on permission in wrinting of the proper municipal or other authority erect or re-erect any of the house/flats of make any alterations or additions either externally or internally to such house/flats Provided further that in cases where addition of a subsequent storey is permissable under a scheme, the lessee shall follow the elevation etc, as prescribed by the Board.

14. The lessee shall not without the written consent of the lessor carry or permit to be carried on the said land thereon any trade or business whatsoever or use of the same or permit the same to be used for any purpose other than that of private dwelling or do or suffer to be done therein any act or thing whatsoever which in the opinion of the lessor may be a nuisance, annoyance or disturbance to the lessor and person living in the neighbourhood.

15. The lessee shall all reasonable times grant access to the said land and house/flats thereon to the lessor any officer duly authorised by the lessor for being satisfied that the convenants and conditions contained herein have been and are being complied with.

16. The lessee shall on the determination of the lase peaceable yield up the said land and the house/flats thereon unit lessor.

PROVIDED THAT, if the lease is determind otherwise that on forfeiture and the houses/flat or any of the houses / flat are entered upon and taken possession of by the lessor, the lessor shall pay to the respective lessee the value of his or their interest in the said land fixtures on the date of he determination of the lease, the net value to be determined in the absence of an a agreement between the lessor and the lessee concerned by arbitration as her inafter provided.

17. If any sum recoverable hereunder or the yearly rent hereby reserved or any part there of shall at any time be in arrear and unpaid for one calender month next after any of the days where on the same shall have been demanded or not if it is discovered that this Deed has been obtained by suppression of any fact or by any misstatement misrepresentation or fraund or if there shall have been in the opinion of the lessor, whose deseision shall be finale by breach by lessor by claiming through or under him of any of the convenents or contained herein and on his part to be observed or performed then and in any such case it shall be lawful for the lessor notwithstanding the waiver of any previous cause or right of re-entry upon the said land hereby

demised and the flats/houses thereon to re-enter upon and take possession of the said land or both the flats and fixtures thereon, there upon this deed and every thing herein contained shall cease and determine the lessee whose flat has been re-entered upon and the lessee shall not be entitled to any compensation whatsoever not to the return of any premium paid by him.

PROVIDED the not with standing anything contained herein to the contrary, the lessor may without prejudice to its rights of re-entry as aforesaid and in its absolute discretion, waive or condone breaches, temporarily or otherwise, on receipt of such amount and on such terms and conditions as may be determined by it and may also accept the payment or rent which shall be in arrear as aforesaid together with interest at the rate of six percent per annum.

PROVIDED FURTHER THAT, if the property is mortagaged with the Life Insurance Corporation against a loan for the same the Rajasthan Housing Board would.

(i) give to Life Insurance Corporation notice of 6 months in case of any breach in terms and conditions of the lease in order to entitle and enable the Corporation to have the breach removed or rectified.

(ii) re-enter or acquire the property, subject to the rights of the Life Insurance Corporation as mortagege. and

(iii) If there shall have been breach by the lessee or by any person claiming through or under him or any of the convenants or conditions comained therein then the lessee shall be entitled as least on the return of the premium paid by him for the land and to fair and reasonable compensation for the structures thereon from the lessor,

18. No forfeiture or re-entry shall be effected until the lessor has served on the lessee a notice in Writing :—

(a) Specifying the particulars breach complained of &

(b) If the breach is capable of remedy requiring the lessee to remedy the breach and the lessee fails or fail within such reasonable time as may be mentioned in the notice to hereby the breach if it capable of remeby, and in the event of forfeiture or re-entry the lessor may in its discretion relive against forfeiture on such terms and conditions as it thinks proper. Nothing in this clause shall apply to forfeiture or re-entry.

(a) for breach of convenants and conditions relating to sub-division or amalgarmation, erection re-erection addition alteration to the flats and transfer of the said land of the flats as mentioned hereinbefore.

(b) in case this deed has been obtained by suppression of any fact misstatement, misrepresentation of fraud.

19. The lessee shall deposit in advance the lessee rent or urban assessmet of a period of one year and thereafter pay the lease rent every years on the due dates hereby keeping the lease rent for one year indeposit at every stage.

The rent hereby reserred shall be enhanced from the First day of January one thousand nine hundred and ..... and thereafter at the end of such successive period of 15 years provided that the increase in the rent fixed at each such time shall not exceed 25 percent of that payable immediately before the enhancement is due.

20. In the event of any question, dispute or difference arising under these presents or in connection therewith (except as to any matters the decision of which specially provided by these present) whether between the lessor, the same shall be reffered to the sold arbitration of the person appointed by the lessor. It will be no objection to any such appointment that the arbiration so appointed is a Government servent or official of the Rajasthan Housing Board and that the has to deal with the matters to which the deed relates, or that in course of his duties as Government.

E. A. to Dy. H. C
R. H. B. Kota Circle, Kota

Servant or Official of the Rajasthan Housing Board the expressed views on all or any of the matters disputes of difference. The award of arbitrator so appointed shall be final and binding on the parties.

The abritrator may with the consent of the Parties enhance the time, from time to time for making and publishing the award.

Subject as a aforesaid the Arbitration Act, 1940 and the Rules thereunder any may modification thereof for the time beingin force shall be deemed to supply to the arbitration proceeding under this clause.

21. All notices, order, direction consents or approvals to be given under this deed shall be in writing and shall be signed by the such officer as may be authorised by Chairman

22. All powers exercisable by the lessor may be exercised by the Chairman.

IN WITNESS WHEREOF the parties hereto have set their hands the day year first above written.

THE SCHEDULE I ABOVE REFERRED TO

All that plot of land appurtenant to flats Nos रेफ्ल भवन and Block No मेट्रो-I in house

महावीरनगर वि. यो. housing Estate at कोटा and measuring 1000.00 sq. meters or there about, and bounded as follows.

NORTH रोड
SOUTH
EAST रोड
WEST

and show is the annexed plan and marked with its in red.

Signed by Shri / Smt. मंत्री, लाल बहादुर शास्त्री शिक्षा समिति,
at Kotah on

Witness

1 S/o

2 S/o

Signed by Shri. ए. सी. डागा, तकनीकी सहायक उप आवासन आयुक्त कोटा।
for and behalf of the Housing Board (Lessor)

on

Witness

1 S/o

2 S/o

उप आवासन आयुक्त, कोटा

गिरीश आयुर

F. A. to Dy. H. C.
R. H. B. Kota Circle, Kota

Printed by (- Pal Printing Press (Offset Printers), Gumanpura, Kota-324007

Rajasthan Housing Board
PERPETUAL LEASE

This Indent made this 07 day of 01 one thousand nine hundred and 2008 between the Rajasthan Housing Board (a body corporate under Rajasthan Housing Board Act, 1970) (Act. No. 4 of 1970) (hereafter called the 'Lessor' which expression shall unless the context requires another and different meaning include its successor and assigns) on the one part & Shri अध्यक्ष, लाल बहादुर शास्त्री शिक्षा समिति S/o Shri महावीर नगर विस्तार योजना, कोटा residing at

(hereafter called) the 'Lessee' which expression shall unless the context requires another different meaning include his / her nominees, heirs executors administrators legal representatives and permitted assigns) on the other part.

Where as the lessee Shri अध्यक्ष, लाल बहादुर शास्त्री शिक्षा समिति म०न०वि०यो० कोटा has separately applied to the Housing Board for the grant of lease belonging to the Lessor and place at the disposal of the Lessor under the Rajasthan Housing Board (Act. No. 4 of 1970) and the Lessee has applied to the Housing Board for the purchase of a dwelling unit the details of which are given in the Schedule II attached to these parents, the Lessor has on the faith of the statements and representations made by the Lessee accepted such applications and has agreed to demise the said land to lessee.

Now this indenture witnesseth that consideration of the premium of Rs 3628125=00 (Rupees तीन लाख बाईस हजार रु० सौ पच्चीस मात्र only) paid before the executions of these present (the receipt where of the Lessor hereby acknowledges) and of the rent hereinafter reserved and of the covenants on the part of the Lessee hereinafter contained, the Lessor DOTH hereby demise unto the Lessee all the land under the appurtenant to the residential flats / house bearing No सेक्टर I Block No सेक्टर I in the lay-out of महावीर नगर विस्तार योजना कोटा containing by admeasurement on area of 1500.00 वर्ग मीटर square metres of there about situated at महावीर नगर विस्तार योजना कोटा which land is more particularly described in the Schedule I hereunder written & with boundaries thereof for greater clearness has been delineated on the plan annexed to these presents and there on coloured red (hereinafter referred to the said land) together with all rights easements and appurtenance whatsoever to the said land belonging or appertaining TO HOLD the said land hereby demised unto Lessee in perpetuity from 01 day of 11 one thousand nine hundred and 2006 AND PAYING thereof yearly rent payable in advance of Rs 9070=00 (Rupees नब्बे हजार सत्तर रु० मात्र only) or such other enhanced rent as may hereafter be assessed under the covenants & conditions hereinafter contains clear of all deductions by equal half yearly payment on the fifteenth day of January and the fifteenth day of July in each year at the Office of Lessor or at such other place as may be notified by the Lessor from 17 day 11 one thousand nine hundred and 2007 the rent amounting to Rs 90704=00 (Rupees नब्बे हजार सत्तर रु० मात्र only.) from the date of the commencement of this Deed to last mentioned date having been paid before the execution of these presents.

आवंटी ने बैंक आफ बड़ौदा से राशि रुपये 73,00,000.00 का ऋण स्वीकृत है ।

F. A. to Dy. C. C.
R. H. B. Kota Circle, Kota

अध्यक्ष
लालबहादुर शास्त्री शिक्षा समिति
महावीर नगर, कोटा

उप पंजीयक द्वितीय, कोटा

SUBJECT ALWAYS : to the exceptions, reservations, covenants and conditions hereinafter contained, that is to say as follows :—

1. The lessor excepts and reserves unto himself all mines, minerals, coals, gold washing earth oils and quarries in or under the said land, and all right and power at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, working, removing and enjoying the same without providing or leaving any vertical support for the surface of the said land or for any building for the time being standing thereon provided always that the Lessor shall make reasonable compensation to the lessee for all damage directly occasioned by the exercise of the rights hereby reserved or any of them.

2. The lessee shall pay unto the lessor his share of the yearly rent hereby reserved as given in the schedule II and on the day and in the manner herein before appointed.

3. The lessee shall maintain and keep his house/flat (outside or inside) and joint wall in good repair and in proper sanitary conditions.

4. The lessee shall not deviate in any manner from the layout plan nor alter the size of residential plot whether by sub-division, amalgamation or otherwise.

5. The lessee shall keep and maintain good repair of all drains, water pipes, electric lines and connections and sanitary and sewage system and permit and allow the same to be maintained and used for the purpose therefore respectively.

5. The lessee shall not transfer, assign or otherwise part with the possession of the whole or any part of the said land and/or the house/flats within a period of 7 years from the date of allotment in case of outright sale except with the previous consent of the lessor in writing which it shall be entitled to refuse in its absolute discretion.

(a) PROVIDED that in the event of transfer being made within the aforesaid period without obtaining previous consent of the lessor in writing, such transfer shall not be recognised by the lessor and it shall be open to terminate the lease.

(b) Notwithstanding anything contained in sub-clause (a) above, the lessee may with the previous consent in writing of the lessor mortgage or charge the said land or any of the flats to such person as may be approved be the Lessor in his absolute discretion.

7. Notwithstanding the restrictions limitations and conditions as mentioned in sub-clause 6 (a) above, the lessee shall be entitled subject the whole or any part of the house/flat erected upon the residential plot for the purposes of private dwiling only.

8. Whenever the title of lessee in the said land is transferred in any manner whatsoever the transferee shall be bound by all the covenants and conditions contained here in and be answerable in all respects therefore.

In case the property is mortgaged to the Life Insurance Corporation for a loan against it, the Rajasthan Housing Board accepts the right of the Corporation to sell the said property to any person in exercise of the rights reserved by the corporation under the terms of the Mortgage Deed entered into to by the Life Insurance Corporation and the lessee.

9. Whenever the title of lessee in the said land is transferred in any manner whatsoever the transferor and the transferee shall within three months of the transfer give notice of such transfer in writing to the lessor.

In the event of the death of any of the lessee the person on whom the title of the deceased The transferee or on the whom the title devolves, as the case may be, shall apply to the lessor with devolves shall within three months of the devolution, give notice of such devolution to the lessor certified copies of the documents (as evidencing the transfer or devolution.)

If the transferor and the transferee neglect to give notice of such transfer in writing to the lessor, the lessor may impose for each such case of neglect liquidated damages amounting to Rs. 100/

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pro the first year and thereafter 100/- rupees for each successive year or part there of such notice

10. The lessee shall from time to time and at all times pay and discharge all rates, taxes charges and assessment of every description which are now or at any time hereafter during the continuance of this Deed be assessed charged or imposed upon the said land hereby demised or his house/flats or the landlord or tenant in respect thereof.

The lessee shall also pay any increase in the premium of the land under his plot if in future the cost. (Premium) of the land goes up as a result of certain judgement of a court or due to any other unforseen reason beyond the control of the Board.

10. A Notwithstanding anything herein before contained the lessee hereby agrees to pay any increase in the premium and consequent increase in the ground rent as has been fixed by the Board arising out of the increase in compensation of land which might be decided hereafter. Such payment shall be proportionate amount of such increase in compensation, the corpus of which will be fixed by the Board, which will be final and binding to the lessee.

The amount of increase in the premium and that of the arrears due to increased ground rent will be paid by the lessee within two months of demand made on him.

11. All arrears of rent and other payment due in respect of the said land hereby demised or hereby conveyed shall be recoverable in the same manner as arrears of land revenue.

12. The lessee shall in all respect comply with and be bound by the building, drainage and other bye-laws of the proper municipal or other authority for the time being in force.

13. The lessee shall not without the previous permission in writing of the lessor and also the sanction on permission in writing of the proper municipal or other authority erect or re-erect any of the house/flats of make any alterations or additions either externally or internally to such house/flats Provided further that in cases where addition of a subsequent storey is permissable under a coheme, the lessee shall follow the elevation etc, as prescribed by the Board.

14. The lessee shall not without the written consent of the lessor carry or permit to be carried on the said land thereon any trade or business whatsoever or use of the same or permit the same to be used for any purpose other than that of private dwelling or do or suffer to be done therein any act or thing whatsoever which in the opinion of the lessor may be a nuisance, annoyance or disturbance to the lessor and person living in the neighbourhood.

15. The lessee shall all reasonable times grant access to the said land and house/flats thereon to the lessor any officer duly authorised by the lessor for being satisfied that the convenants and conditions contained herein have been and are being complied with.

16. The lessee shall on the determination of the lease peaceable yield up the said land and the house/flats thereon unit lessor.

PROVIDED THAT, if the lease is determind otherwise that on forfeiture and the houses/flat or any of the houses / flat are entered upon and taken possession of by the lessor, the lessor shall pay to the respective lessee the value of his or their interest in the said land fixtures on the date of he determination of the lease, the act value to be determined in the absente of an a agreement between the lesser and the lessee concerned by arbitration as hereinafter provided.

17. If any sum recoverable hereunder or the yearly rent hereby reserved or any part there of shall at any time be in arrears and unpaid for one calender month next after any of the days where on the same shall have been demanded or not if it is discovered that this Deed has been obtained by suppression of any fact or by any misstatement misrepresentation or fraund or if there shall have been in the opinion of the lessor, whose decision shall be final any breach by lessor by any persons claiming through or under him of any of the convenents or contained herein and on his part to be observed or performed then and in any such case it shall be lawful for the lessor notwithstanding the waiver of any previous cause or right of re-entry upon the said land hereby

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Sd. A. to Dy. R.
G.H.B. Town Circle, Kota

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demised and the fixtures thereon, to re-enter upon and take possession of the said land or both the flats and fixtures thereon, there upon this deed and every thing herein contained shall cease & determine the lessee whose fact has been re-entered upon and the lessee shall not be entitled to any compensation whatsoever not to the return of any premium paid by him.

PROVIDED the notwithstanding anything contained herein to the contrary, the lessor may without prejudice to its rights of re-entry as aforesaid and in its absolute discretion, waiver or condone breaches temporarily or otherwise, on receipt or such amount and on such terms and conditions as may be determined by it and may also accept the payment or rent which shall be in arrear as aforesaid together with interest at the rate of six percent per annum.

PROVIDED FURTHER THAT, if the property is mortgaged with the Life Insurance Corporation against a loan for the same the Rajasthan Housing Board would.

(i), give to Life Insurance Corporation notice of 6 months in case of any breach in terms and conditions of the lease in order to enable and enable the Corporation to have the breach removed or rectified.

(ii) re-enter or acquire the property, subject to the rights of the Life Insurance Corporation as mortgage, and

(iii) If there shall have been breach by the lessee or by any person claiming through or under him or any of the convenants or conditions contained therein then the lessee shall be entitled at least on the return of the premium paid by him for the land and to fair and reasonable compensation for the structures thereon from the lessor.

18. No forfeiture or re-entry shall be effected until the lessor has served on the lessee a notice in Writing :—

(a) Specifying the particulars breach complained of &

(b) If the breach is capable of remedy requiring the lessee to remedy the breach and the lessee faits or fail within such reasonable time as may be mentioned in the notice to remedy the breach if it capable of remedy. and in the event of forfeiture or re-entry the lessor may, in its discretion relieve against forfeiture on such terms and conditions as it thinks proper Nothing in this clause shall apply to forfeiture or re-entry.

(c) for breach of convenants and conditions relating to sub-division or amalgamation, erection re-erection addition alteration or the flats and transfer of the said land or the flats as mentioned hereinbefore.

(d) in case this deed has been obtained by suppression of any fact, misstatement, misrepresentation of fraud.

19. The lessee shall deposit in advance the lessee rent or urban assessment of a period of one year and thereafter pay the lease rent every year on the due dates hereby keeping the lease rent for one year indeposite at every stage

The rent hereby reserved shall be enhanced from the First day of January one thousand nine hundred and..... & thereafter at the end of each successive period of 15 years provided that the increase in the rent fixed at each such time shall not exceed 25 percent of that payable immediately before the enhancement is due.

20. In the event of any question, dispute or difference arising under these presents or in connection therewith (except as to any matters the decision of which specially provided by these present), whether between the lessor, the same shall be reffered to the sole arbitration of the person appointed by the lessor. It will be no objection to any such appointment that the arbitration so appointed is a Government servant or official of the Rajasthan Housing Board and that has to deal with the matters to which the deed relates, or that in course of his duties as Government,

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A. A. to Dy. H. C.
R. H. B. Zone Circle, Kota

Servant or official of the Rajasthan Housing Board the expressed views on all or any of the matters disputes of difference The award of arbitrator so appointed shall be final and binding on the parties.

The arbitrator may with the consent of the parties enlarge the time, from time to time for making and publishing the award.

Subject as aforesaid the arbitration Act, 1940 and the Rules thereunder & any modification thereof for the time being force shall be deemed to apply to the arbitration proceeding under the clause.

21. All notice, order, direction, consents or approvals to be given under this deed shall be in writing and shall signed by such officer as may be authorised by Chairman.

22. All powers exercisable by the lessor may be exercised by the Chairman.

IN WITNESS WHERE OF the parties hereto have set their hands the day year first above written.

THE SCHEDULE I ABOVE REFERRED TO

All that plot of land appurtenant to flats Nos एक्स भूमि सेक्टर I in Block No..... in house महावीर नगर विस्तार housing Estate at कोटा।राज०। and measurin 1500.00 sq. metres or thereabout and bounded as follows.

NORTH लाल बहादुर शास्त्री स्कूल

SOUTH रोड़

EAST रोड़

WSET रोड़

and shown in the annexed plan and marked with its boundaries in red.

Signed by Shri / Shrimati अध्यक्ष, लाल बहादुर शास्त्री शिक्षा समिति, म०न०वि०कोटा।राज०।

at lessee on .....

Witness.

1 S/o

2 S/o

Signed by Shri उप आवास आयुक्त, रा०आ०म०कोटा।राज०।

for and behalf of the Rajasthan Housing Board (Lessor),

on ..... Witness.

1 S/o

2 S/o

Pal Printing Press (Offset प्रिंटिंग प्रेस), Gumanpura, KOTA - 7

आज दिनांक 7 January सन् 2008 को —
श्री/श्रीमती/सुश्री KULDEEP MATHUR पुत्र/पुत्री/पत्नी श्री SURENDRA KUMAR MATHUR
उम्र 37 वर्ष जाति KAYASTH व्यवसाय BUSINESS
निवासी CHAIRMAN L.B.S. SHIKSHA SAMITI, SEC-1 M.N. EXTN KOTA
ने मेरे सम्मुख दस्तावेज पंजीयन हेतु प्रस्तुत किया

हस्ताक्षर प्रस्तुतकर्ता हस्ताक्षर उप पंजीयक, KOTA-II
(2008000128)
(LEASE DEED (MORE THAN EQUAL TO 20 YEARS))

रसीद नं0 2008000132, 2008000133 दिनांक 07/01/2008, 07/01/2008
पंजीयन शुल्क रू0 25000/-
प्रतिलिपि शुल्क रू0 200/-
पृष्ठांकन शुल्क रू0 0/-
अन्य शुल्क रू0 0/-
कमी स्टाम्प शुल्क रू0 362830/-
कुल योग रू0 388030/-

(2008000128) उप पंजीयक, KOTA-II
(LEASE DEED (MORE THAN EQUAL TO 20 YEARS))

	हस्ताक्षर	फोटो	अंगूठा
उक्त श्री/श्रीमती/सुश्री (Executant) 4-L.B.S. SHIKSHA SAMITI TH. C.M. KULDEEP MATHUR/SURENDRA KUMAR MATHUR Age:37, Caste-KAYASTH Occ.-BUSINESS R/O-CHAIRMAN L.B.S. SHIKSHA SAMITI, SEC-1 M. N. EXTN KOTA			

ने लेख्यपत्र LEASE DEED (MORE THAN EQUAL TO 20 YEARS) को पढ़ सुन व समझकर निष्पादन करना स्वीकार किया।

उक्त निष्पादन कर्ता की पहचान
1. श्री/श्रीमती/सुश्री MAHESH SHARMA
पुत्र/पुत्री/पत्नी श्री HEERA LAL SHARMA उम्र 54 वर्ष
जाति BRAHMIN व्यवसाय SERVICE
निवासी 2-A-1 MAHAVEER NAGAR VISTAR YOJANA KOTA ने की है जिनके

समस्त हस्ताक्षर एवं अगूंठा के निशान मेरे समक्ष लिये गये हैं।

(2008000128) उप पंजीयक, KOTA-II
(LEASE DEED (MORE THAN EQUAL TO 20 YEARS))

हस्ताक्षर
लालबहादुर शास्त्री शिक्षा समिति
कोटा

10 Set

आज दिनांक 07/01/2008 को
पुस्तक संख्या 1 जिल्द संख्या 76
में पृष्ठ संख्या 43 क्रम संख्या 2008000091 पर
निबद्ध किया गया तथा अतिरिक्त
पुस्तक संख्या 1 जिल्द संख्या 301
के पृष्ठ संख्या 352 से 360 पर
चस्पा किया गया।

(2008000128) उप पंजीयक, KOTA-II
(LEASE DEED (MORE THAN EQUAL TO 20 YEARS))

खरतरबहादुर म्हो राजा समिति
महावीर नगर, कोटा