



सचिव, राजस्थान
महानगर विकास बोर्ड
(जोधपुर)



Rajasthan Housing Board

PERPETUAL LEASE

THIS INDENTURE made this 24. 9. 99 day of
..... one thousand nine hundred and
between THE RAJASTHAN HOUSING BOARD (a body constituted under Rajasthan
Housing Board, 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 and Shri सचिव, महानगर विकास बोर्ड, जोधपुर
S/o Shri residing at
(hereafter called the 'Lessee' which expressions shall unless the context requires another
and different meaning include his/her nominees, heirs, executors, administrations, legal
representatives and Permitted assigns) on the other part.

Whereas the Lessee Shri सचिव, महानगर विकास बोर्ड, जोधपुर has separately applied
to the Housing Board for the grant of land belonging to the lessor and placed at the disposal
of the Lessor under the Rajasthan Housing Board Act, 1970 (Act No. 4 of 1970) and the
lessee has applied to Housing Board for the purchase of a dwelling unit the details of which
are given in the Schedule II attached to these presents the Lessor has on the faith of the
statements and representative made by the Lessee accepted such application and has
agreed to demise the said land to Lessee.

Secretary

Madhuban Shikshan Sansthan
JODHPUR (Raj)

अप पजीयक, जोधपुर
(महानगर)

Dy. Housing Commissioner
Rajasthan Housing Board
Jodhpur Circle, JODHPUR

NOW THIS INDENTURE WITNESSETH that in consideration of the Premium of Rs. 25,59,424.00 (Rupees पच्चीस लाख गुन्साठ हजार चार सौ बीस मात्र paid before the execution of these presents (the receipt where of the Lessor hereby acknowledge) and of the rent hereinafter reserved and of the covenants on the part of the Lessee hereinafter contained the Lessor DOTH hereby demise upto the Lessee all the land under the appurtenant to the residential flats houses bearing Nos. मधुवन शिक्षण संस्थान Block Nos दो in the lay out on मधुवन containing by admeasurement on area of 6496.00 square meters of there about situated at जोधपुर which land is more particularly described in the schedule I hereunder written and with boundries thereof for greater clearness has been delineated on the plan annexed to these presents and there on coloured red (hereinafter referred to as the said land) together with all rights easements and appurtanances whatsoever to the said land belonging or appeartaining TO HOLD the said land hereby demised unto the Lessee in perpetuity From 7 day of 3 one thousand nine hundred and 98 YIELDING AND PAYING therefore yearly rent payable in advance of Rupees 63986.00 (Rupee तरेसठ हजार नौ सौ छियासी मात्र only) or such other enhanced rent as may hereinafter be assessed under the covenants and conditions hereinafter contained clear of all deductions by equal half-yearly payments on the fifteenth day of January and the fifteenth day of July in each year of the office of the Lessor or at such other place as may be notified by the lessor from 7 day of 3/98 one thousand nine hundred and the rent amounting to Rs. 63986 (Rupee तरेसठ हजार नौ सौ छियासी मात्र only) from the date of the commencement of this Deed to last mentioned date having been paid before the execution of the presents.

SUBJECT ALWAYS to the exception reservations covenants and condition hereinafter contained, that is to say as follows :

1. The Lessor except and reserves upto himself all mines, minerals, coals, gold washing earth oils and quarries in or under the said land, and full right and Power at all time 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 given in the schedule if on the day and in the manner hereinbefore 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 planner alter the size of residential plot whether by sub division, amalgamation or otherwise.
5. The lessee shall keep an 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 thereof respectively.
6. The lessee shall not transfer, assign or otherwise part with the possession of



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the whole or any part of the said land and or the house/flats with in a period of 7 years from the date of allotment in case or 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 the lessor 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 by the lessor in his absolute discretion.

7. Notwithstanding the restriction, limitations and conditions mentioned in such clause 6 (a) above, the lessee/shall be entitled to sublet the whole or any Part of the house/flat erected upon the residential plot for the purpose of private dwelling 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 herein and be answerable in all respects therefore.

In case the property is mortgage 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 right 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 lessee.

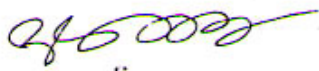
In the event of the death of any of the lessee the person on whom the title of the deceased devolves shall within three months of the devolutions give notice of such devolution to the lessor. The transferee or on the whom the title devolve, as the case may be, shall apply to the lessor with certified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

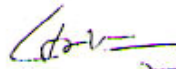
If the transferor and the transferee neglect to give notice of such transfer in writing to the lessor, the lessor may impose for each such case of neglect, liquidated damages, amounting to Rs. 100/- for the first year and thereafter 100/- rupees for each successive year, or part thereof of such neglect. 10 the lessee shall from time to time and at all time pay and discharge all rate 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 on his houses/flats or on 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 unforeseen reason beyond the control of the Board.

10A. Notwithstanding anything herein before contained the lessee hereby agree 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.




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JODHPUR (Raj.)


उप वसति यक, जोधपुर
(प्रथम)


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Jodhpur Circle, JODHPUR

The amount of increase in the premium and that of the arrears due to increase ground rent will be paid by the lessee within two months of the 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 respects comply with and be bound by the building drainage and other bye-law 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 or permission in writing of the proper municipal or other authority erect or re-erect any of the house/flats or 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 permissible 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 at all reasonable times grant access to the said land and houses/flats thereon to the lessor or any officer duly authorised by the lessor for being satisfied that the covenants and conditions contained herein have been and are being complied with.


16. The lessee shall on the determination of the lessee peaceably yield up the said land and the house/flats therein unto the lessor.

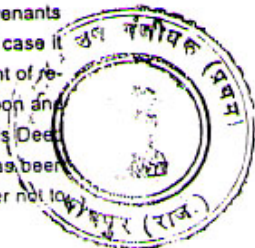
PROVIDED THAT, if the lessee is determined otherwise than on forfeiture and the house/flat or any of the house/flats are entered upon and taken possession of by the lessor, the lessor shall pay to the respective lessee the value of his or their interest in the said land fixture on the date of the determination of the lessee, the net value to be determined in the absence of an agreement between the lessor and the lessee concerned by arbitration as hereinafter provided.

17. If any sum recoverable hereunder or the yearly rent hereby reserved or any part thereof shall at any time be in arrear and unpaid for one calendar month next after any of the days whereon 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 fraud or if there shall have been in the opinion of the lessor whose decision shall be final any breach by lessee or by any persons claiming through or under him of any of the covenants or contained therein and on his part to be observed performed than 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 that notwithstanding anything contained herein to the contrary, the lessor may without prejudice to its right of re-entry as aforesaid and in its absolute discretion,


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 JODHPUR (Raj.)


Dy. Housing Commissioner
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 Jodhpur Circle, JODHPUR



waiver 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 mortgaged with the life insurance corporation against a loan for the same the Rajasthan Housing Board would :

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

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

(iii) If there shall have been any breach by the lessee or by any person claiming through or under him or any of the covenants or conditions contained therein then the lessee shall be entitled at least to 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-enter shall be effected until the lessor has served on the lessee a notice in writing-

(a) Specifying the particulars breach complained.

(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 remedy the breach if it capable of remedy, and in the event of forfeiture on such terms and conditions as it thinks proper.

Nothing in this clause shall apply to forfeiture or re-entry :

(a) for breach covenants and conditions relation to sub-division or amalgamation erection, re-erection, addition or alteration to the flats and transferor the said and or the flats as mentioned hereinbefore.

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

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

The rent hereby reserved shall be enhanced from the first day of January one thousand nine hundred and..... 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 the 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 is specially provided by these presents) whatever between the lessor, the same shall be referred to the sole arbitration of the person appointed by the lessor. It will be no objection to any such appointment that the arbitrator so appointed is a Government servant or official of the Rajasthan Housing Board at that he has to deal with the matters to which the deed relates, or that in the



[Signature]
Secretary
Rajasthan Housing Board
JODHPUR

अस वजीयक, जोधपुर

[Signature]
Dy. Housing Commissioner
Rajasthan Housing Board
Jodhpur Circle, JODHPUR

course of his duties at Government servant or official of the Rajasthan Housing Board he expressed views on all or any of the matters in dispute 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 enhance 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 in force shall be deemed to apply to the arbitration proceeding under the clause

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

22. All power exercisable by 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 REFFERED TO

All that plot of land appurtenant to flats/houses No. in Block No. 2. in मधुबन योजना housing estate at जोधपुर and measuring 6496.00 sq. meters or thereabout and bounded as follows.

NORTH	रोड़
EAST	रोड़
SOUTH	रोड़
WEST	रोड़

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

Signed by Shri/Shrimati सचिव, मधुबन शिक्षण संस्थान, जोधपुर as lessee on

Witness 1. S/o

2. S/o

Signed by Shri श्री ० पी ० के.एम. उपा. शास्त्राज्ञ श्रीधर, for and behalf of the Rajasthan Housing Board Lessor)

on witness.

1.

S/o

2.

S/o

[Signature]
Secretary
Madhuban Shikshan Sansthan
JODHPUR



[Signature]
Dy. Housing Commissioner
Rajasthan Housing Board
Jodhpur Circle, JODHPUR

सदरसाधक का प्रमाण 7
 जिसमें 7 पृष्ठ मिल
 स्टाम्प 7
 पह पृष्ठ 7
 पेश किने 7
 6 दिने 7

27-9-99
 राजेन्द्र प्रसाद डा. शांति
 राजनिवास
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परीद कमांक 2013-60 दिनांक 27-9-99

परीद कमांक 25000/-
 परीद कमांक 40/-
 परीद कमांक 10/-
 परीद कमांक 165944/-
 परीद कमांक 190994/-

राजेन्द्र प्रसाद डा. शांति
 राजनिवास

राजेन्द्र प्रसाद डा. शांति
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प्रमाणपत्र की ओर
 श्री रहमान
 निवासी ज. गाना तहसील हजिराबाद
 ग्राम वेकठिया हजिराबाद पट्टा

दिनांक

संख्या

पृष्ठ

उप पंजीयक (प्रथम)
 जोधपुर

Signature



अवर क. नि. नि. श्री राजेन्द्र उलाय
र. नि. ज. रहमान
 जो प्रकृत सहायक नि. नि. से।

- प्रमाण-पत्र :-

इस दस्तावेज की मालिकता रुपये 276 5735/-
 बांकी जाने से मुद्रांक कर की गतिविधि योग राशि
 रु० 165944/- एवं कमी पंजीयन शुल्क
 राशि रु० — कुल राशि रु० 165944/-
 बरिये रसीद सं. 2012/4 - 60 दिनांक 27-9-99
 से प्राप्त की गई। अतः अब इस दस्तावेज की
 कुल रुपये 165944/- के मुद्रांक का नि. नि. का
 पाना जावे।

पंजीयक (प्रथम)
 जोधपुर

उप पंजीयक (प्रथम)
 जोधपुर



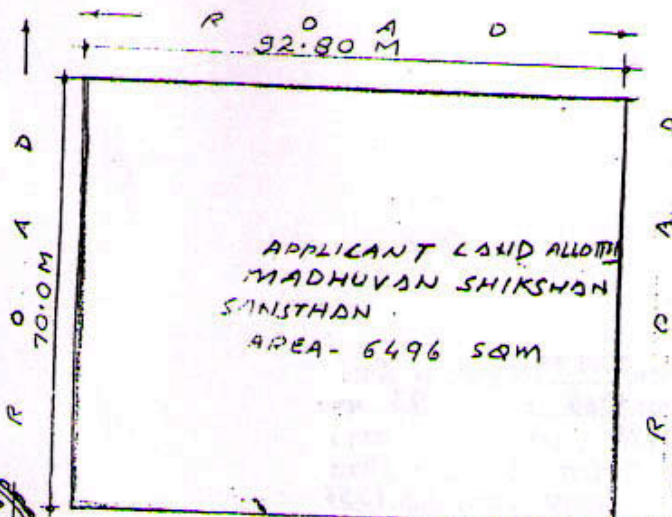
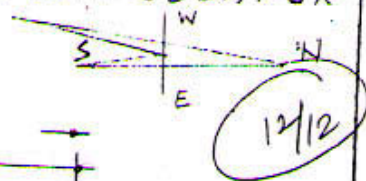
आज दिनांक 27.9.99 को प्रमाण-पत्र Z
 नि. नि. 1268 का नि. नि. 93 प्रमाण
 संख्या 3698 का नि. नि. —
 नि. नि. — का नि. नि. 1356
 नि. नि. 40 का नि. नि. —

उप पंजीयक (प्रथम)

जोधपुर

SITE PLAN OF MADHUVANI SHIKSHAN SANSTHAN, SEC-2 MADHUVAN SCH. JODHPUR

FOR REGISTRY PURPOSE ONLY



By, Housing Commissioner,
Rajasthan Housing Board
Jodhpur Circle, JODHPUR

SITE PLAN

SCALE :- AS PER STANDARD TYPE DESIGN and LOCAL AUTHORITY

NOTE :- ALL DIMENSIONS AS PER R.E LETTER NO. 115 DT. 5/12/98 (HANDING OVER TAKEN OVER.)

36000
ALL Secretary
Madhuvan Shikshan Sansthan
JODHPUR

CHKD BY

21/12/99
S. D. Man
अप पजीयक, जोधपुर

21/12/99
R.E (21/12/99)

R.E