



राजस्थान राजस्थान

21 MAY 2000



CONVEYANCE-CUM-PERPETUAL

LEASE DEED

This Indenture (Lease Deed) made this 31st day of August, 2010 between the Rajasthan Housing Board, constituted under the **RAJASTHAN HOUSING BOARD Act, 1970** (No.4 of 1970) (hereinafter called the “Board” and includes its successors and assigns) on One Part and the **SECRETARY-GENERAL INDIAN COUNCIL FOR INTERNATIONAL AMITY, B-144, VIJAY PATH, TILAK NAGAR, JAIPUR-302004** (hereinafter called the lessee which expression shall unless inconsistent with context or meaning include the heirs executors, administrators, legal representative(s) and permitted assigns) of the Second Part.

उप पंजीयक
जयपुर-प्रथम



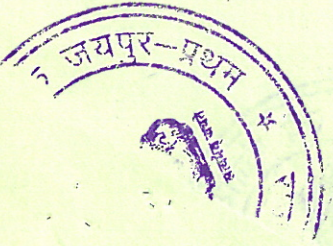
नाम मुद्रांक विक्रेता : श्रीमती रुचि अरोड़ा : अनुज्ञा पत्र संख्या 24/02
रजिस्टर क्रम संख्या 9562 दिनांक 19 AUG 2010
मुद्रांक वेल्थ व क्रम संख्या 1000
मुद्रांक ब्रोकर का नाम श्रीमती मनवत शीपन कछीलकर रजिस्ट्रार नाम श्रीमती
पिता/पति का नाम अशोक
प्रयोजन अवकाश
हस्ता क्रय की दशा में हस्ता का नाम व पता _____

क्रोता/हस्ता के हस्ताक्षर _____ मुद्रांक विक्रेता के हस्ताक्षर 12
19 AUG 2010



कार्यालय उप पंजीय
आकाश नाक

कार्यालय उप पंजीय
आकाश नाक



1. Whereas the lessee has separately applied to the Board for the purchase of a Plot of Land to construct and for the purpose of education, thereon and the Board has on the faith of the statements and representations made by the lessee accepted such land measuring 11781.00 Sq. Mtrs. situated at Sector-2, S.F.S., Agarwal Farm, Mansarovar, Jaipur vide Allotment letter No. 2109 dated 14/09/1989 and deem to have issued in the manner hereinafter appearing.
Whereas it has already been mentioned in the aforesaid Allotment letter No. 2109 dated 14/09/1989 that said allotment has been made under and subject to the provisions of the Rajasthan Housing Board (Disposal of Property) Regulations, 1970.
2. Whereas the Board has fixed Premium Rs. 26,31,876/- (Rupees twenty six lacs thirty one thousand eight hundred seventy six only) & amount of Rs. 77,189.13 (Rupees seventy seven thousand one hundred eighty nine & ps. thirteen only) as annual lease money. Whereas, in this particular matter the Board has conveyed only the plot of land as mentioned in the allotment letter under (Disposal of Property) Regulations, 1970 as such this Conveyance-Cum-Perpetual Lease Deed is being executed in favour of the lessee.
3. NOW THIS INDENTURE WITNESSETH that in consideration of the amount of Rs. 26,31,876/- (Rupees twenty six lacs thirty one thousand eight hundred seventy six only) paid before the execution of these presents (the receipts whereof the Board hereby acknowledges) the Board both hereby grant, convey, release and assure into the said lessee in perpetuity the Plot of Land ad-measuring 11781.00 Sq. Mtrs. situated at Sector-2, S.F.S., Agarwal Farm, Mansarovar, Jaipur, more particularly described in schedule-I hereunder written and for greater clearness delineated on the Plan annexed to these presents and thereon coloured red together with all the rights, easements and appurtenances what-so-ever to the said plot of land belonging or appurtenant subject to the covenant and conditions here-in-after contained.

20/11/89
तकनीकी सहायक उप आवासन आवुस
पूत द्वितीय राजस्थान आवासन मण्डल
जयपुर

(Signature)

Secretary General
Indian Council for Educational Amity
118 Campus, Gurukul Road, Mansarovar
Jaipur-302 002 (India)

आज दिनांक 22 माह सितम्बर सन् 2010 को 03:27 PM बजे
 श्री/श्रीमती/सुश्री ASHOK KUMAR GUPTA पुत्र/पुत्री/पत्नी श्री SHIV LAL GUPTA
 उम्र 64 वर्ष, जाति MAHAJAN व्यवसाय SERVICE
 निवासी B-144 VIJAY PATH TILAK NAGAR JAIPUR
 ने भरे सम्मुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।


 हस्ताक्षर प्रस्तुतकर्ता
 (2010051009655)


 हस्ताक्षर उप पंजीयक,
 JAIPUR

सुप पंजीयक
जयपुर-प्रथम

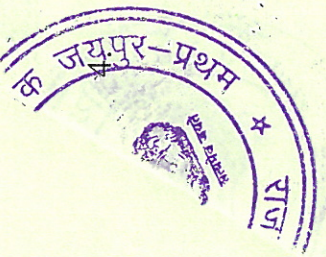
(Lease deed for local bodies (Patta))

रसीद नं०	[2010051009878]
दिनांक	[22-9-2010]
पंजीयन शुल्क रु०	31860
प्रतिनिधि शुल्क रु०	0
पञ्चांकन शुल्क रु०	300
अन्य शुल्क रु०	0
कमी स्टाम्प शुल्क रु०	0
कुल योग रु०	32160

(2010051009655) उपपंजीयक, JAIPUR-I
 ((Lease deed for local bodies (Patta))

सुप पंजीयक
जयपुर-प्रथम





Further that in consideration of the premium of Rs. 26,31,876/- (Rupees twenty six lacs thirty one thousand eight hundred seventy six only) paid before the execution of these presents (The receipt whereof the Board hereby acknowledge) and of the rent here-in-after reserved and of the covenants on BOTH hereby demise upto the lessee all the land admeasuring of an area of 11,781.00 Sq. Mtrs. situated at Sector-2, S.F.S., Agarwal Farm, Mansarovar, Jaipur which land is more particularly described in the Schedule-I hereunder written and with boundaries thereof for greater clearness has been delineated on the plan annexed to these presents and thereon coloured red (here-in-after referred to as 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 unto the lessee's perpetuity from 21/10/1989 YIELDING AND PAYING there for yearly lease money payable in advance of Rs. 77,189.13 (Rupees seventy seven thousand one hundred eighty nine & ps. thirteen only) or such other enhanced rate as may hereafter be assessed under the covenants and conditions here-in-after 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 Board or at such other place as may be notified by the Board, the lease money amounting to Rs. 77,189.13 (Rupees seventy seven thousand one hundred eighty nine & ps. thirteen only) from the date of the commencement of this deed to last mentioned date having been paid before the execution of these presents.) Subject always to exceptions, reservations, covenants and conditions here in after contained that is to say as following:-

A- The lessor accepts and reserves unto himself all mines, minerals coals, gold, washing earth oils and quarries in or under the said land, and full right and power at all times to do all acts and things which may be necessary after getting authenticated permission from the state government in expedient for the purpose of education, the same without providing or laying any vertical support for the

२३/११/८८
सकनीति सहायक उप आचार्य आयुक्त
पुर्व हितीय राजस्थान आवासन मण्डल
जयपुर

Secretary General
Indian Council
IIS Campus, Gurukul
Jaipur-302 005 (India)

Signature 

Photo

Thumb

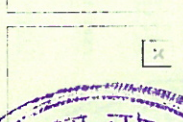
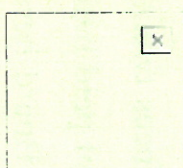
उक्त श्री/श्रीमती/सुश्री (Executant)
1-ASHOK KUMAR GUPTA / SHIV LAL GUPTA
उम्र -64 वर्ष जाति - MAHAJAN, व्यवसाय -SERVICE
निवासी - B- 144 VIJAY PATH TILAK NAGAR, JAIPUR AS.
S. SECRETARY -GELERAL INDIAN CONUNCIL FOR INT.



(And Claiment)

1- RHB / .

उम्र -0 वर्ष जाति - null व्यवसाय -SERVICE
निवासी -JAIPUR



ने लेख्यपत्र Lease deed for local bodies (Patta) को पढ़
सुन व समझकर निष्पादन करना स्वीकार किया। प्रतिफल
राशी रु0 3185095/- पूर्व में/मेरेसमक्ष / मे से रु0 3185095/-
पूर्व में ----- मेरे समक्ष प्राप्त करना स्वीकार किया।

उक्त निष्पादन कर्ता की पहचान

1- श्री/श्रीमती/सुश्री VISHNU DUTT SHARMA
पुत्र /पुत्री /पत्नी श्री DEVI SAHAI SHARMA
उम्र -48 वर्ष जाति-BRAHMIN व्यवसाय -PROFESSIONAL
निवासी MUHANA SANGANER, JAIPUR, RAJ



2- श्री/श्रीमती/सुश्री YOGESH SHARMA
पुत्र /पुत्री /पत्नी श्री HARINARAYAN SHARMA
उम्र -25 वर्ष जाति-BRAHMIN व्यवसाय -PRIVATE SERVICE
निवासी KESHYAWALA, SANGANER, JAIPUR

ने की है जिनके समस्त हस्ताक्षर एवं अंगूठ के निशान मेरे
समक्ष लिये गये हैं।

(2010051009655)
Lease deed for local bodies (Patta)

उप पंजीयक, JAIPUR-I

उप पंजीयक
जयपुर-प्रथम





surface of the said land or for any building for the time being standing thereon provided always that the Board shall make reasonable compensation to the lessee/allottee for all damage directly occasioned by the exercise of the rights hereby reserved or any of them.

B-The lessee shall pay to the lessor his share of the yearly lease money hereby reserved as given in the Scheduled-II on the day and in the manner here in before appointed.

C- The lessor shall not deviate in any manner from the layout plan nor alter the size of plot whether by sub divisions, amalgamation or otherwise.

D- The lessee shall not transfer, assign or otherwise part with the possession of the whole or any part of the said land except with the previous consent of the lessor in writing which it shall be entitled to refuse in its absolute discretion.

5. Whenever the title of lessee in the said land is transferred in any manner what so ever the transferee shall be bound by all covenants and conditions contained herein and be answerable in all respect thereof.

6. Whenever the title of lessee in the said land is transferred in any manner what so ever the transferor and the transferee shall, within three months of the transfer give a notice of such transfer in writing to the lessor.

In the event of the winding up or liquidation of allottee/lessee's Society/trust the person on whom the title of the Society devolve/succeed as the case may be, shall apply to the lessor with certified copies of the documents (as evidencing the transfer or devolution/ succession).

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 the neglect, liquidated/damages, amounting to Rs. 100/- for the first year and thereafter Rs. 100/- for each successive year or part thereof such neglect. The lessee shall from time to time and at all times

Secretary General
Indian Council for Cultural Relations
HIS Campus, Gurukul Kangri, Haridwar
Jalpur-242 002 (India)



20/8
राजनीतिक सहायक उप आवासन आयुक्त
नृत द्वितीय राजस्थान आवासन मण्डल
जयपुर

धारा 54 के तहत प्रमाण-पत्र प्रमाणित किया जाता है कि इस लेख पत्र की मालियत रुपये 3185095 मानते हुए इस पर देय कमी मुद्रांक राशि 195040 पर कमी पंजीयन शुल्क रुपये 31860 कुल रुपये 226900 जरिये रसीद संख्या [2010051009878] दिनांक [22-9-2010] में जमा किये गये है। अतः दस्तावेज को रुपये 159260 के मुद्रांकों पर निष्पादित माना जाता है।

(2010051009655) उप पंजीयक, JAIPUR-I
(Lease deed for local bodies (Patta))
जयपुर-प्रथम

आज दिनांक 22/9/2010 को पुस्तक संख्या 1 जिल्द संख्या 568 में पृष्ठ संख्या 160 क्रम संख्या 2010051006047पर पंजिबद्ध किया गया तथा अतिरिक्त पुस्तक संख्या 1 जिल्द संख्या 2269 के पृष्ठ संख्या 113 से 128 पर चरपा किया गया।

(2010051009655) उप पंजीयक, JAIPUR-I
Lease deed for local bodies (Patta)
जयपुर-प्रथम





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.

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 result of certain judgment of a court or due to any other unforeseen reason beyond the control of the lessor.

7. Not with standing any thing here-in-after 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 lessor 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 lessor, 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 lessee within two month's of the demand made by him.

8. 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.

9. The lessee shall in all respect 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 or any other rules and regulation which may be applicable for institution like that may be run by the lessee society/trust.

10. 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 of the building or make any alternations or additions either externally or internally to such building provided further that in case where addition of a subsequent

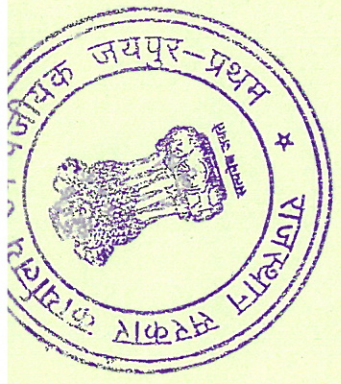
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सुप पञ्जीयक
जयपुर-प्रथम

२०३१८
तकनीकि सहायक सुप बावासन बापुल
पुट द्वितीय राजस्थान बावासन मण्डल
जयपुर

Secretary General
Indian Council for Cultural Relations
115 Campus, Gurukul Kangri, Haridwar
Jaipur-302 002 (India)





storey is permissible under a scheme, the lessee shall follow the elevation etc. as prescribed by the lessor.

The lessee shall not without the written consent of Lessor carry or permit to be carried on the said thereon any trade or business what-so-ever or use on same or permit the same to be used for any purpose other than that of running the education centre which the society/trust decides to do or suffer to be done therein any act or thing what-so-ever which in the option of the lessor may be a nuisance, annoyance or disturbance to the lessor and person living in the neighbor hood.

12. The lessee shall at all reasonable times grant access to the said land and building 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.

13. If any such sum recoverable hereunder or the yearly lease money hereby reserved or any part thereof shall at any time be in arrears and unpaid for one calendar 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 fraud or if there shall be final any breach by lessee or by any person claiming through or under him of any of the covenants or conditions contained therein and on his part to be observed or performed than and in any such case it shall be lawful for the lessor notwithstanding the waiver of any previous cause of right of re-entry upon the said land hereby demised to re-enter upon and take possession of the said land. There upon this deed and everything herein mentioned, should case and determine and the lessee shall not be entitled to any compensation whatsoever not to the return of any premium paid by him.

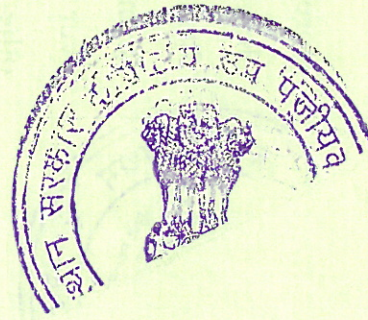
Provided that notwithstanding any thing contained herein to the contrary, the lessor may without prejudice to its right of re-entry as aforesaid and in its absolute discretions, waiver or condone breaches, temporarily or otherwise, on receipt of such amount and on such terms

[Signature]

उप पंजीयक
जयपुर-प्रथम

२०/३/१८
तकनीक सहायक उप बावासन आयुक्त
नृन द्वितीय राजस्थान बावासन मण्डल
जयपुर

Secretary General
Indian Council for International Friendship
IIS Campus, Gurukul, Jaipur
Jaipur-302 004 (India)



and conditions as may be determined by it and may also accept the payment of rent which shall be in arrear as aforesaid together with interest at the rate as fixed from time to time.

Provided further that, if the property is mortgaged with the Financial Institution, Bank, Rajasthan State Industrial Development & Investment Corporation Ltd. (RIICO) against a loan for the same the Rajasthan Housing Board would:

- i. Give to Financial Institution, Bank, Rajasthan State Industrial Development & Investment Corporation Ltd. (RIICO) a notice of Six months in case of any breach in terms and conditions of the Deed in order to entitle and enable the Financial Institution, Bank, Rajasthan State Industrial Development & Investment Corporation Ltd. (RIICO) to have the breach removed or rectified.

- ii. Re-enter or acquire the property, subject to the rights of the financial institution, bank, Rajasthan State Industrial Development & Investment Corporation Ltd. (RIICO) as mortgage and,

If there shall have been any breach by the lessee or any person claiming through or under him of 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.

15. Not forfeiture or re-enter shall be effect until the lessor has served on the lessee a notice in writing:-

- (a) Specifying the particular breach complained of.
- (b) If the breach is capable of remedy requiring the lessee to remedy the breach and if the lessee fails within such reasonable time as may be mentioned in the notice to remedy the breach, if it is capable of remedy, and in the event of forfeiture or re-entry the lessor may, in its discretion, relieve against forfeiture on such

उप पंजीयक
जयपुर-प्रथम

३१/८
तकनीकी सहायक उप बांवासन बायुक्त
नूत द्वितीय राजस्थान बांवासन मण्डल

Secretary General
Indian Council for International Unity
H S Campus, Gurukul Marg, SFS, Manasrovar
Jaipur-302 020 (India)



terms and conditions as it thinks proper. Nothing in this clause shall apply to forfeiture or re-entry: -

(c) For breach of the covenants and conditions relating to subdivision or amalgamation erection, and transfer of the said land as mentioned here-in-after.

(d) In case this Deed has been obtained by suppression of any fact, mis-statement, mis-representation or fraud.

16- The lessee shall deposit in advance the lease/rent or urban assessment, of a period of one year thereafter pay the lease every year on due dates thereby keeping the lease money for one year in deposit at every stage on demand. The annual lease money hereby reserved shall be enhance thereafter at the end of the successive period of Fifteen years provided that the increase in the rent fixed at each such time shall not exceed 25% of that payable immediately before enhancement is due.

17. All the notice, order, directions, consents or the approvals to be given under this Deed shall be in writing and shall be signed by such officer as may be authorized by Chairman.

All powers exercised by the Board, may be exercised by the Chairman. The Rajasthan Housing Board (Disposal of Property) regulations, 1970 as amended from time to time shall be binding on the parties hereto have set their hands this day year as above written.

The Lessee has to pay Rs. 77,189.13 (Rupees seventy seven thousand one hundred eighty nine & ps. thirteen only) as an annual lease money, the lessee pays a total amount of nine years lease money as one time lease money and get a certificate OTL Certificate vide no. RHB/AO(R)/MS/RHB OTL.M/339/L.M./530 Dated 06/05/2010.

21. The allotted land shall be used by the lessee for the said cause. It shall not be used for any other purpose, nor can it be used for any Commercial Profit.

22. The lessee will have to complete the construction of the building within Two years from the date of final allotment in case the building is not completed within the given time the board would acquire the land as

उप धंजीयक
जयपुर-प्रथम
३१४
सदनीति सहयक उप धावासन धायुत
बुव द्वितीय राजस्थान धावासन मण्डल
जयपुर

Secretary General
Indian Council for International Amity
IIS Campus, Gurukul Marg, SFS, Mansarovar
Jaipur-302 020 (India)



well as the incomplete building and the lessee would be given no compensation for the same.

23. The lessee society/trust shall reserve a separate quota of 5% of total seats of admission in the Institution for the children of employees of Rajasthan Housing Board, Jaipur. There shall also be separate provision for commission/relaxation, rebate of 50% of Tuition Fee payable to the institution by them.

24. In the event of any questions, dispute or difference arising under these presents, or in connection therewith (except as to any matters and decision of which is specially provided by these presents) between the lessor and the lessee 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 and that he has to deal with the matters to which the deed relates or that in the course of his duties as Government servant or Official of the Rajasthan Housing Board he expressed views on all or any of the matters in dispute or difference. The award of arbitrator so appointed shall be final and binding on the parties.

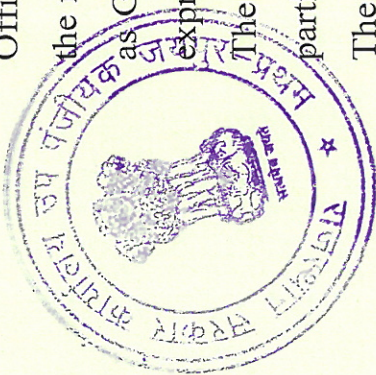
The arbitrator may with the consent of the parties, enhance the time, from time to time for making and publishing the award. Subject as an aforesaid the Arbitration Act, 1940 and the Rules there under any modification thereof for time being, in force shall be deemed to apply to the arbitration proceeding under this clause.

THE SCHEDULE-I

Above referred to all that plot of land ad-measuring of an area of 11781.00 Sq. Mtrs. situated at Sector-2, S.F.S., Agarwal Farm, Mansarovar, Jaipur and bounded as follows:-

EAST	:	Road 9.00 Mtrs. wide,
WEST	:	Private Land,
NORTH	:	Road 12.00 Mtrs. wide,
SOUTH	:	Road 12.00 Mtrs. wide,

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



जय पंजीयक
जयपुर-प्रथम

20/3/8
जननी जन्मभूमिश्च
क्षत्रं हि विजयते
जयपुर

Secretary General
Indian Council for International Amity
118 Camparis, Gurukul Marg-SFS, Mansarovar
Jaipur-302 020 (India)



THE SCHEDULE-II

Yearly lease money of Rs. 77,189.13 (Rupees seventy seven thousand one hundred eighty nine & ps. thirteen only) the Second Part pays a total amount of nine years lease money as (one time lease money) and get a certificate OTL Certificate vide no. RHB/AO(R)/MS/RHB OTI.M/339/L.M./530 Dated 06/05/2010.



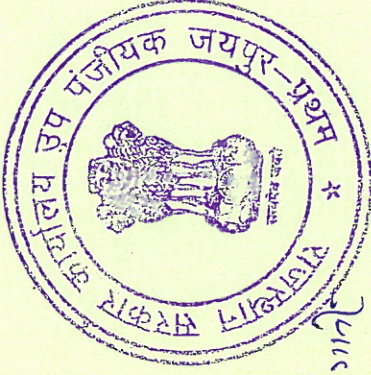
Signed by (SECRETARY GENERAL)
For and on behalf of the SFS, Mansarovar
INDIAN COUNCIL FOR
INTERNATIONAL AMITY, B-144,
VIJAY PATH, TILAK NAGAR,
JAIPUR-302004
(Lessee)


Signed by Shri
For and on behalf of the
RAJASTHAN HOUSING BOARD,
Jaipur
(Lessor)

Witness :-



1-
Signature :-
Name :-
Father's Name :-
Full Address :-



2-
Signature :-

Name :-
Father's Name :-
Full Address :-


जयपुर-प्रथम

पिपरा - अमरसि (पार)

एतां प्रमाणान् चान्ते कुञ्जानेवर्त जहाजिगरे सञ्चाल्य
विशेषाद्विषयान् अत्र स्वीकृतवान् । ६ अं

आगत - गणपति सुभाषकम्

दिनांक ११/११/१९५८-२५५५५५५५



अत्र नमस्ते विद्वान् अस्माकम्
आगत - गणपति सुभाषकम्
दिनांक ११/११/१९५८



आगत - गणपति सुभाषकम्
दिनांक ११/११/१९५८-२५५५५५५५