



33
23/6/2001

16 MAY 2001
उदयपुर (राजो)

LEASE DEED FOR OTHER'S SITE

THIS INDENTURE MADE THIS..... DAY

23rd
Jun. two thousand one - BETWEEN THE GOVERNOR OF

RAJASTHAN / URBAN IMPROVEMENT TRUST, UDAIPUR. (HEREINAFTER CALLED "THE LESSOR" ON THE ONE PART AND

SHRI / SMT Mahakesh Jain Vidhalya Sansthan, Sector No. 4, Hiran Nagar, Udaipur.

HEREINAFTER CALLED "THE LESSEE" ON THE SECOND PART.)

Whereas the lessor has agreed to demise a other's of land, hereinafter described in the schedule attached to the lessee in the manner hereinafter appearing.

Now this indenture Witnesseth that, in consideration of the amount of Rs. 67,716/- (Rupees Sixty Seven thousand seven hundred sixteen only).....only)

Paid towards premium before the execution of these presents (the receipt whereof the lessor hereby acknowledges) and of the Urban assessments hereafter reserved and of the covenants on the part of the lessee hereinafter contained, the lessor doth hereby demise unto the lessee all that Plot of land being the other's Plot No. 340..... in the layout of sector no. 4 Hiran Nagar..... scheme containing by

a measurements an area 5700 sq ft. of there about



SECRETARY
Urban Improvement Trust
UDAIPUR

Secretary
संस्थापक-सचिव

श्री पंजीयक
(राजो)

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उदयपुर (राज्य)

at Sector no. 4... Hiran magri
 which other's is more particularly described in the schedule hereinafter written and boundaries thereof for greater clearness has been delineated on the plan annexed to these presents (hereinafter referred to as "the other's") together with all rights, easements and as pertains whatsoever to the said other's belonging or as pertaining TO HOLD THE Premises hereby demised into the LESSEE for the term of ninety nine years from 29 day of... March, 2001 yielding and paying there for yearly Urban assessment payable in advance Rs. 3387/ (Rupees Three thousand three hundred eighty seven only) or such other urban assessment as may hereafter be assessed under the Covenants and conditions hereinafter contained clear of all deductions by yearly payments at the office of the Urban Improvements Trust , Udaipur or at such other place as may be notified by the lessor for this purpose, the first such payments to be made on 31-3-2001 subject always to the exceptions, reservations covenants and conditions hereinafter contained that is to say, as follows:-



1. The lessor accepts and reserves unto himself all mines, minerals, coals, gold - washing, earth oils and quarries in or under the other's and full 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, obtaining, removing and enjoying the same without providing or leaving any vertical support for the time being standing thereon, provided always that the lessor shall pay reasonable compensation to the lessee for the damage directly occasioned by the exercise of the rights hereby reserved or any of them.

KW
 SECRETARY
 Urban Improvement Trust
 UDAIPUR

Kumar
 सहायक-सचिव
 उदयपुर जैन विद्यालय संस्थापक

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उदयपुर (राज्य)

2. The lessee for himself, his heirs, executors, administrators and assigns covenants with the lessor in the manner following that is to say:-

(1) The lessee shall pay unto the lessor the yearly rent hereby reserved on the days and in the manner herein before mentioned.

(2) The lessee shall not deviate in any manner from the layout plan nor alter the size of the other's whether by sub-division amalgamation of otherwise.

(3) The lessee shall a period of..... *Two* year for the *29* day *March* of the *2001* (and the

time so specified shall be of the assence of the contract) for obtaining sanction to the building plan, at his own expenses, erect upto the other's and complete in a substantial and workman like manner a other's building for private dwelling in accordance with the sanctioned building plan and obtain completion certificate from the improvement trust. provided the lessee shall not erect more than one building upon the said Plot except such out house and servants quarters as may be approved by the improvement trust.



The lessee shall not sell, transfer, assigns, or otherside part with the possession or the whole or any part of the others's except with the previous consent in Writing of the Lessor:-

Provide that such consent shall not be given for period of..... *Two* years from the commencement of this lease unless, in the opinion of the Lessor, exceptional circumstances exist for the grant of such consent:

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उदयपुर (राज्य)

Provided further that in the event of consent being given, the Lessor may impose such terms and conditions as he thinks fit

(5) WHENEVER the title the Lessee in the other's is transferred in any manner whatsoever the transferee shall be bound by all covenants and conditions and contained herein and be answerable in all respects therefor.

(6) WHENEVER the title of the Lessee in the other's is transferred in any manner whatsoever the transferer 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 the lessee the Person on whom the title of the deceased devolves shall within three months of the devolution, give notice of such devolution to the lesser, if the lessee and the event of his death, his successor, without sufficient cause, fails or neglects to give such notice, he shall be liable to pay Rs.100/-to the lessor for such failure of neglect.

The transferee of the persons on whom the title devolves as the case may be shall supply to the lessor, certified copies of the documents evidencing the transfer or devolution.

(7) The lessee shall from time to time and at all time pay and discharge all rates, taxes charges and assessments of every description which are now or may at any time hereafter during the continuance of this lease be assessed charged or imposed upon the other's hereby demised or on any buildings to be erected there upon or on the land lord or tenant in respect thereof.

(8) All arrears of urban assessment and other payments due in respect of the other's hereby demised shall be recoverable in the same manner as of land revenue.

(9) The lessee shall not without sanction in writing of the improvement Trust, Udaipur erect any building or make any alteration or addition to such building on the other's.

10) The lessee shall not without the written consent of the lessor carry on, or permit to be carried on, on the other's or in any building thereon any trade or business whatsoever or use 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 thereon any act or thing whatsoever which in the opinion of the lessor may be nuisance, annoyance or disturbance to the lessor and persons living in the neighbourhood:

Provided that if the lessee is desirous of using the said other's or the building thereon for a purpose other than that of private dwelling, the lessor may allow such change of user on such terms and conditions, including payment of additional premium and additional rent, as the lessor may in his absolute discretion determine.



Improvement Trust
UDAPIUR

सुभाष चंद्र बोस
संस्थापक-सचिव
स्वाधीन जन विचारणी संस्था

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The Lessee shall on the determination of this Lease peacefully yield up the said other's and the building thereon upto the Lessor.

3. If the sum or payable towards the premium of the yearly urban assessment 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 wherein the same shall have become due, whether the same shall have been demanded or not, or if it is discovered that this Lease has been obtained by supersession of any fact or by any mis-statement, mis-representation or fraud or if there shall have been in the opinion of the lessor whose decision shall be final, any breach by the lessee or by any person claiming through or under him or any of the covenants or conditions contained herein and of his part to be observed or performed, then and in any such case, it shall be lawful for the Lessor notwithstanding the waiver or any previous cause of right of re-entry upon the Residential Plot hereby demised and the building thereon, to re-enter upon and take possession of the other's and the buildings and fixtures thereon and the thereupon this Lease and everything herein contained shall cause and determine and the Lessee shall not be entitled to any compensation whatsoever nor to the return of any premium paid by him. Provided that, Notwithstanding anything contained herein to the contrary, the lessor may without prejudice to his right on re-entry as aforesaid, and in his 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 him and may also accept the payment of the said or sum of the urban assessment which shall be in arrear as aforesaid together with interest as may be fixed by the government from time to time.

4. no forfeiture or re-entry shall be effected until the lessor has served on the lessee a notice in writing.

(a) specifying the particular breach complained of and.

If the breach is capable of remedy, requiring the lessee to remedy the breach, and the lessee fails within such reasonable times as may be mentioned in the notice to remedy the breach if it is capable or remedy and in the event of forfeiture or re-entry the lessor may in his discretion, relieve against forfeiture on such terms and condition as he thinks proper Nothing in his clause shall apply to forfeiture or re-entry for breach of covenants and conditions relating to sub-division or amalgamation and transfer of the other's as mentioned in clause II or

(b) in case this lease has been obtained by supersession of any fact, mis-statement, mis-representation or fraud.

5. The urban assessment hereby reserved is liable to revision after every fifteen years but the increase shall not exceed 25% of the assessment by his under this lease.



SECRETARY
Urban Improvement Trust
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6. The lessor may authorise the chairman, improvement trust of any other officer to exercise all or any of the powers exercisable by him under this lease.

7. All notices, orders, directions, consents or approvals to be given under this lease shall be in writing and shall be signed by such officer as may be authorised by the lessor and shall be considered as duly served upon the lessee or any person claiming any right of the Commercial Plot if the same shall have been affixed to any building or erection whether temporary or otherwise upon the Commercial Plot or shall have been delivered at or sent by post to the then residence, office or place of business usual or last known residence, office or place of business of the lessor or such persons.

8. The expressions the lessor and the lessee hereinbefore used shall where the context so admits include, in the case of the lessor his successors and assigns, and in the case of the lessee his heirs, executors, administrators or legal representative and the person or persons in whom in the leasehold interest hereby created shall for the time being be vested by assignment or otherwise.

राज्य सरकार द्वारा जारी अधिसूचना क्रमांक एफ-3(196)यूडीएच/83 दिनांक 17-8-95 में निर्देशित शर्तें उक्त भूखण्ड पर भी लागू रहेंगी इसकी अवहतिना पर भूखण्ड स्वतः निरस्त हो न्याय में से निहित हो जायेगा ।

10. This lease is granted under the government Grants

Act.1895(Act xv of 1895)as

IN WITNESS WHERE OF SHRI..... *D.N. Saini*



Secretary, Urban Improvement Trust, Udaipur for and on behalf of

and by the order and direction of the Lessor, has hereunto set his

hand and Shri *Smt. Mahaveer Jain Vidhaly Sansthan, ..*

Post. No. 4 ... Hillon ... M. S. ... Udaipur

the Lessee, has hereunto set his/her hand the day and year for to

above written.

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Urban Improvement Trust
UDAIPIUR

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उदापुर (राज्य)

THE SCHEDULE ABOVE REFERRED TO

All that the plot of land being the other's Plot No. 940.....
in the layout plan of sector No. 4 Hillan Majra.....
scheme measuring 5400' x 5400' Sft...... or.

therabout bounded as follows:-

- NORTH : Road 60' wide
- EAST : plot no. 941
- SOUTH : plot no. 955 to 957
- WEST : Shri Varshman Sathana Vaghi Jain Shivan Sansthan

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

signed by Shri. D. N. Saini.....
Secretary, Urban Improvement Trust, Udaipur in the presence of.

1. Shri श्री. मेकलाल खीरा निवासी गुलाब
श्री. दीपा बाई चुंबा (वस) उदपुर.

SECRETARY
Urban Improvement Trust
UDAIPUR

for and on behalf of the Governor of
Rajasthan / Improvement Trust

2. Shri. श्री. खेमराज पिता चुलाजी परेल
शुविगा उदपुर.

Shri/Smt.....



[Signature]
[Official Name]
[Designation]

This is certified that
the lessee/purchaser
has not violated the
terms & conditions of
the Allotment/Auction

[Signature]
[Official Name]
[Designation]

SECRETARY
Urban Improvement Trust
UDAIPUR