

LEASE - AGREEMENT

(SEE RULE 11 OF RIICO DISPOSAL OF LAND RULES,

Industrial Area Neemkathana Phase II

Plot No. SP-2 (Institutional)

THIS LEASE AGREEMENT made on the Thirteenth day of July in the year two thousand twelve between Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, incorporated under the Indian Companies Act., having its Registered Office at Udyog Bhawan, Tilak Marg, Jaipur-302005 (hereinafter called the Lessor which expression shall, unless the context does not so admit, includes its successors and assigns) of the ONE PART AND

Aravali Sikshan Arum Anusandhan Sansthan Neemkathana
Shri through Secretary Kailash S/o Rohitan S/o Roorimal
Age 41 Years ^{Permanent} R/o V.P.O. Dalelpura, Distt. Jhunjhunu (Raj.)

(Present - SP-1 RIICO I/A Neemkathana (Sikar))
Proprietor of the firm M/s जशिये सचिव समिति - अरावली शिक्षण एवं अनुसंधान संस्थान
नीमकाथाना (सीकर) राज० 332713.

OR

Shri S/o Age Years

R/o

Shri S/o Age Years

R/o

Shri S/o Age Years

R/o

Shri S/o Age Years

R/o

constituting the registered partnership firm M/s

OR

M/s

A company registered under the Indian Companies Act and having its registered office at

OR

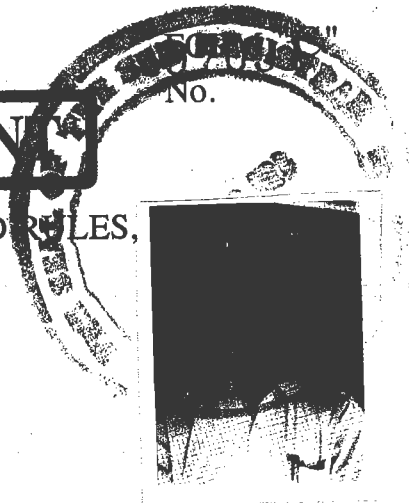
M/s

A society registered under the Co-operative Societies Act and having its registered office at

Ass't. Regional Manager

R.I.I.C.O. Limited

SIKAR



जशिये सचिव
नीमकाथाना (सीकर)

अरावली शिक्षण एवं अनुसंधान संस्थान
नीमकाथाना (सीकर)

(Hereinafter called the Lessee which expression shall, unless the context does not so admit, include his heirs, successors, executors, administrators, Legal representatives and permitted assigns) OF THE OTHER PART

WHEREAS the State of Rajasthan handed over the land to the Lessor for the purpose of setting up of Industrial Area and the said Lessor (Corporation) planned the land into plots for leasing out to industrialists for erection/setting up/establishing industrial units.

AND WHEREAS the lessor has agreed to demise and the Lessee agreed to take on lease, the piece of land known as plot No. S.P.-2. (4854 Sqm.)..... on the terms and conditions hereinafter appearing for the purpose of setting up an ~~industrial unit for manufacturing~~ ^{Education}... and / or any other industrial product that may be allowed to be manufactured by the Lessor in writing according to the factory byelaws designs and building plans approved by the proper municipal or other competent authorities.

And whereas the lessor had handed over or shall be handing over possession of the demised land to lessee on11.07.2012.. or in due course of time.

NOW THIS LEASE AGREEMENT WITNESSETH AS FOLLOWS :

1. In consideration of the covenants and agreement herein contained and on payment by the Lessee of Rs .364.00=00..... (Rs ~~Three thousand two hundred forty only.~~ ^{Three thousand two hundred forty only.}) towards the annual/one time economic rent (strike out which is not applicable) and the receipt where of the lessor hereby acknowledges, the lessor doth hereby demise to the Lessee the plot on land numbered as above in Industrial Area Neemkathana Phase II.. containing by measurement .4854. sqm. be the same a little more or less, bounded,

D.C. = 1456200 = 00
ER-36400 On the North by
On the South by
Rs 1459840 On the East by
On the West by

18 m wide RII CO IA Road
Private Land
RII CO Institutional Plot S.P.-1.
Private Land

and the said plot of land is more clearly shown in the attached site plan, TO HOLD the said plot of land (hereinafter referred to as 'the demised premises') with their appurtenances unto the Lessee for the term of ninety nine years from the ...11th 13th Day of ...July...year 2012 except and always reserving to the Lessor.

- 1(a) A right to lay water mains, drains, sewers or electric wires under or over the demised premises, if deemed necessary by the Lessor, in developing the area.
- 1 (b) Full right and title to all mines and minerals in and under the demised premises or any part thereof.
- 1 (c) Yielding and paying thereof unto the lessor by 31st day of July in each year in advance the yearly rent. The lessor reserves the right to revise the rate of economic rent every 5 years, provided, however the enhancement in rent at each revision shall not exceed 25% of the rent payable for the period immediately preceding revision. The quantum of rent determined by the lessor shall be final, conclusive and binding on the lessee and it shall not be questioned in any court of law or otherwise.

Provided further that in case the Lessee creates charge in favour of the State Government or Industrial Financial Corporation of India, Rajasthan Financial

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R.I.I.C.O. Limited
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Corporation, IDBI, ICICI, LIC, IRBI, HDFC, SIDBI, Exim Bank, Co-operative Banks and other Public Financial Institutions as defined in the Public Financial Institution Act or Scheduled Banks or Private Lending Agencies (hereinafter described as financing body or bodies) for any development loan taken by him / it on the security of the premises hereby demised and the buildings and machineries built upon or affixed thereto, first charge of the Lessor shall rank second to the charge of the financing body or bodies provided financing body or bodies obtain prior permission from lessor for mortgaging the lease-deed and keep a specific clause in their mortgage deed that breach of any of the conditions of these presents (Lease Agreement) shall be treated as breach of the conditions of their mortgage deed.

Provided, however, that the above provision shall not operate where land is allotted on instalment system or 100% development charges of plot are not paid by lessee and / or sheds are constructed and allotted on hire purchase basis by the lessor. In such cases, the lessee could create first charge in favour of financing body or bodies on land / or building as the case may be, with the condition that the balance development charges and / or cost of shed, as the case may be, shall be remitted to the lessor by the financing body or bodies in whose favour the charge has been created if the allottee fails to make payment of the balance amount of development charges and / or cost of shed in time. In case, the allottee fails to make payment of the balance amount of development charges and / or the cost of shed then the Lessor shall have right to resume possession of the land irrespective of first charge of the financing body or bodies on the plot.

Provided further that the collateral security of plots for loans for any purpose for himself or others would be allowed to be created only in favour of financing body/ bodies mentioned in proviso to clause 1 of this Lease Agreement subject to ensuring that the Lessee has cleared all the outstanding dues of the Lessor and there is a condition of collateral security in the sanction letter of the concerned financing body or bodies.

AND THE LESSEE DOETH HEREBY COVENANT WITH THE LESSOR IN THE MANNER FOLLOWING :

- 2 (a) That the Lessee will bear, pay and discharge all rents, taxes, charges and assessment of every description which may, during the said term, be assessed, charged or imposed upon either the landlord or tenant or the occupier in respect of the demised premises or the building erected or to be erected thereupon.
- 2(aa) The lessee shall pay the development charges of the plot calculated at the rate decided by the Lessor for each Industrial Area. The Lessor reserves the right to enhance the rate of development charges if the compensation payable under an award is enhanced by any competent court subsequently.
- 2(b) That the Lessee will bear pay and discharge all service charges to defray the cost incurred on Industrial Areas which may during the said term be assessed, charged levied or imposed and revised by the Lessor.
- 2 (c) That the Lessee will obey and submit to the rules of Municipal or other competent authority now existing or thereafter to exist so far as they relate to the immovable property or affect health, safety, convenience of the other inhabitants of the place.
- 2 (d) That the Lessee will erect the industrial unit on the demised premises in accordance with the site plan and will complete construction activities within a period of two years and start commercial production within a period of three years from the date

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श्रीमती राजेश्वरी शिक्षण प्रबन्धन संस्थान
नीमकाथाना (सीकर)
श्रीमती राजेश्वरी शिक्षण प्रबन्धन संस्थान
नीमकाथाना (सीकर)

of these presents or from the date of possession, whichever be earlier, or within such extended period as may be allowed by the lessor in writing at its discretion on payment of retention charges or otherwise.

Provided that unutilised land of the allotted plot or plots shall revert to the lessor on expiry of the prescribed / extended period for starting production / expansion of the unit.

- 2 (e) That the Lessee shall not use any space in the industrial area other than demised premises for dumping / placing any construction material / raw material required for construction of factory or manufacturing item or for any product / waste and shall take all measures for proper disposal of waste material.
- 2 (ee) The lessee shall become a member of the Association / Agency created for setting up and operating the Common Effluent Treatment Plant (CETP) and Solid Waste (hazardous and non-hazardous) Disposal System (SWDS). All the Capital & Revenue expenses relating to acquisition, operation and maintenance of CETP & SWDS shall be borne by all members of Association / Agency in the proportion decided by the Committees of the said Association / Agency.
- 2 (f) That the Lessee shall take all measures, which are required for Pollution Control and shall strictly adhere to the stipulations, imposed by Rajasthan State Pollution Control Board and other statutory pollution laws of the State for the time being in force.
- 2 (g) That the Lessee will provide and maintain in good repairs a properly constructed approach road or path across drain to the satisfaction of the Lessor / Local Municipal Authority leading from the public road to the demised premises.
- 2 (h) That the Lessee will not carry on or permit to be carried on, on the demised premises any obnoxious trade or business whatsoever or use the same or permit the same to be used for any religious purpose or any purpose other than for the Industrial purposes as aforesaid without the previous consent in writing of the Lessor and the Local Municipal Authority and subject to such terms and conditions as the Lessor / Local Municipal Authority may impose and will not do or suffer to be done, on the demised premises or any part thereof any act or thing which may be or grow to be a nuisance, damage, annoyance or inconvenience to the Lessor or Local Municipal Authority or the owner or occupiers of other premises in the neighborhood.
- 2 (i) The Lessee will not without the previous consent in writing of the Lessor, transfer, sub-lease, sublet, relinquish, mortgage, sub-divide, or assign his interest in the demised premises or the building standing thereon or both as a whole and every such transfer assignment, relinquishment, mortgage, sub-division, sub-leasing or subletting shall be subject to the condition that the transferee, assigns shall be bound by all the covenants and conditions herein contained and be answerable to the Lessor in all respect thereof.

Provided further that if at any time the financing body or bodies mentioned above decide(s) to take over, sell, lease or assign the mortgaged assets in the demised premises in exercise of any rights vesting in it by virtue of deed or deeds executed in its favour by the Lessee at the time of taking the loan or loans or under any will for the time being in force, the sale, lease or assignment will be subject to the written consent of the Lessor.

Provided further that the Lessee will so often as the said premises shall by assignments or by death or by operation of law or otherwise howsoever become assigned, inherited or transferred during the term of lease hereby granted within one calendar month from the date of such assignment, inheritance or transfer, names and description of the parties to every probate or a will or letters of administration,

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decree order, certificate or other document of affecting or evidencing such assignment, inheritance or transfer and document as aforesaid accompanying the said notice which shall remain for 7 days at the office of the Lessor AND it is hereby covenanted that failure to carry out this condition will without prejudice to the right of the Lessor to determine this Lease Agreement for breach of this covenant entail penalty of Rs. 1000/- to be paid by the Lessee. However, if the lessee's firm is dissolved and no 'successor' in interest is there or appointed within 60 days of its dissolution, the lessor shall be entitled to determine this Agreement.

- 2(j) That Lessee will permit the members, officers, subordinates of the Lessor and their employed workmen and persons at all reasonable times of the day to enter into and upon the demised premises and the buildings erected thereupon in order to inspect the same.
- 2 (k) That the Lessee will not make any excavation upon any part of the demised premises except for foundation of building and for leveling and dressing the area.
- 2 (l) That the Lessee will not erect or permit to be erected on any part of the demised premises any stables, sheds or other structures of any description whatsoever for keeping house cattles, dogs, poultry or other animals except and in so far as may be allowed by the Lessor in writing.
- 2 (m) That the Lessee will neither exercise his option of determining the lease nor hold the lessor responsible to make good the damage if by fire, tempest, flood or violence of any army or a mob or other irresistible force, any material part of the demised premises if wholly or partly destroyed or rendered substantially or permanently unfit for building purpose.
- 2 (n) That the Lessee shall apply for permission for any change in the product or production capacity or process of manufacturing to the lessor. If no communication is received by lessee from lessor within 30 days, request shall be deemed as accepted. However, lessee proposing to set up polluting industrial unit under red category or setting up effluent discharging unit shall be required to take written permission from the Lessor before initiating any change in their manufacturing product.
- 2 (o) If during the term of the lease the lessee or his workmen or servants :
- (i) injure or destroy any part of building or other structure contiguous or adjacent to the plot of land hereby demised or
 - (ii) keep the foundation trenches or other pits on the demised land open or exposed to weather thereby causing any injury or damage to contiguous or adjacent buildings or
 - (iii) dig any pits near the foundation of any building thereby causing any injury or damage to such buildings,
- the Lessee shall pay such damages thereof within three months as may be assessed by the Lessor whose decision as to the extent of injury or damage or the amount of damages payable therefore shall be final and binding on the Lessee.
- 2 (p) That the Lessee shall also abide by the terms and conditions of the letter of allotment, RIICO Disposal of Land Rules, 1979 and amendments made therein from time to time. The letter of allotment shall form part and parcel of the Lease Agreement.

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AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWS :

3 (a) Notwithstanding anything, hereinbefore contained if there shall have been in the opinion of the Lessor any breach by the lessee or by the person claiming through or under him of any of the covenants or conditions herein before contained and on his part to be observed and performed and in particular without prejudice to the generality of the sub-clause, subject to exceptions or if any amount including interest due to the lessor remaining unpaid for a period of 90 days after the same shall have been demanded by the Lessor or if the Lessee or the persons in whom the terms hereby created / vested is adjudged insolvent and if this Agreement is determined as hereinbefore specified, it shall be lawful for the Lessor without prejudice to any other right of action of the Lessor in respect of any breach of this Agreement to re-enter without taking recourse to a court of law upon the demised premises or any part thereof in name of whole and thereupon this demise shall absolutely CEASE and determine and the money paid by the Lessee by virtue of these presents shall stand forfeited to the Lessor without prejudice to rights of the Lessor to recover from the Lessee all money that may be payable by the lessee hereunder with interest thereon at14%* percent per annum and the lessee shall not be entitled to any compensation whatsoever. * or as per prevailing rate of the corpn.

Provided always that the Lessee shall be at liberty to remove and appropriate to himself all buildings, erections and structures, if any made by him and all materials thereof from the demised premises after paying up all outstanding amount including interest upto date and all municipal and other taxes, rents and assessments then due and all damages and other dues accruing to the Lessor and to remove the materials from the demised premises within three months of the determination of lease and in case of failure on the Lessee's part to do so, the buildings and erections standing on the demised premises and all materials thereof shall vest in the Lessor and Lessee shall then have no right to claim for the refund of any money paid by him to the Lessor upto that time or to claim any compensation for the structures and materials put up by him on the demised premises.

Provided further and always the right of re-entry and determination of the lease of the industry shall not be exercised if the financing body or bodies remedy the breach within a period of 90 (ninety) days from the date of notice issued or served by the Lessor on the financing body or bodies regarding said breach or breaches.

3 (b) All legal proceedings for breach of the aforesaid conditions, shall be lodged in courts situated at Jaipur and not elsewhere.

3 (c) Any loss suffered by the lessor on a fresh grant of the demised premises for breach of aforesaid conditions on the part of the Lessee or any person claiming through or under him shall be recoverable from the lessee.

3 (d) Any notice or communication required to be served hereunder shall be deemed to have been sufficiently served on the Lessee if, served by 'Registered Acknowledgement Due', Post and signed by an Officer of the Lessor and the services shall be deemed to have been made at the time of which the registered letter would in the ordinary course be delivered even though returned un-served on account of the refusal by the Lessee or otherwise howsoever.

3 (e) The security deposit made with the application for allotment of land shall be

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refunded to the Lessee after the unit goes into commercial production on an application made by him.

3(f) The security deposit shall stand-forfeited whenever there is a breach of any condition contained in the lease agreement.


3(g) All powers exercised by the Lessor under this lease agreement may be exercised by the Managing Director, Rajasthan State Industrial Development & Investment Corporation Limited or such other person (s) authorised in this behalf.

Provided that the expression Managing Director shall include the person who is entrusted by the Lessor with the functions similar to those of the Managing Director.

3(h) Every dispute, difference or questions touching or arising out or in respect of this Agreement or the subject matter thereof shall be referred to the sole arbitration of the Collector of the district wherein the leased plot is situated or any person appointed by him, the decision of such arbitrator shall be final and binding on the parties.


3(i) The stamp and registration charges on this agreement shall be borne by the Lessee.

IN WITNESS HEREOF THE parties hereto have set their hands this day
...13th... of the month of ...July... in the year. 2012



Asst. Regional Manager
For and on behalf of
R.I.I.C.O. Limited
Rajasthan State Industrial Development
and Investment Corporation Limited

Signature of Witness :-

Lessee :


1. Name NANKRAM...TATLANI
(in capital letters)

Address : 70/204 Patel Marg
Mansarovar Jaipur


2. 
MANOHAR SINGH

VPO-MONDA . KALAN
Neemkathana (Sikar)

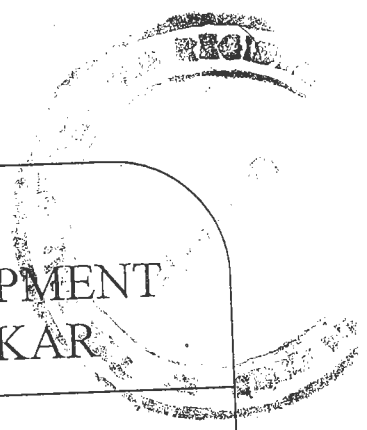

13.7.12
सचिव

असावली शिक्षण एवं अनुसंधान संस्थान
Name KAILASH CHANDRA RAJHUAN
(in capital letters)

Address : SP-1 RIICO I-A
Neemkathana (Sikar)


उप पंजीयक
नीमकथाना (सीकर)

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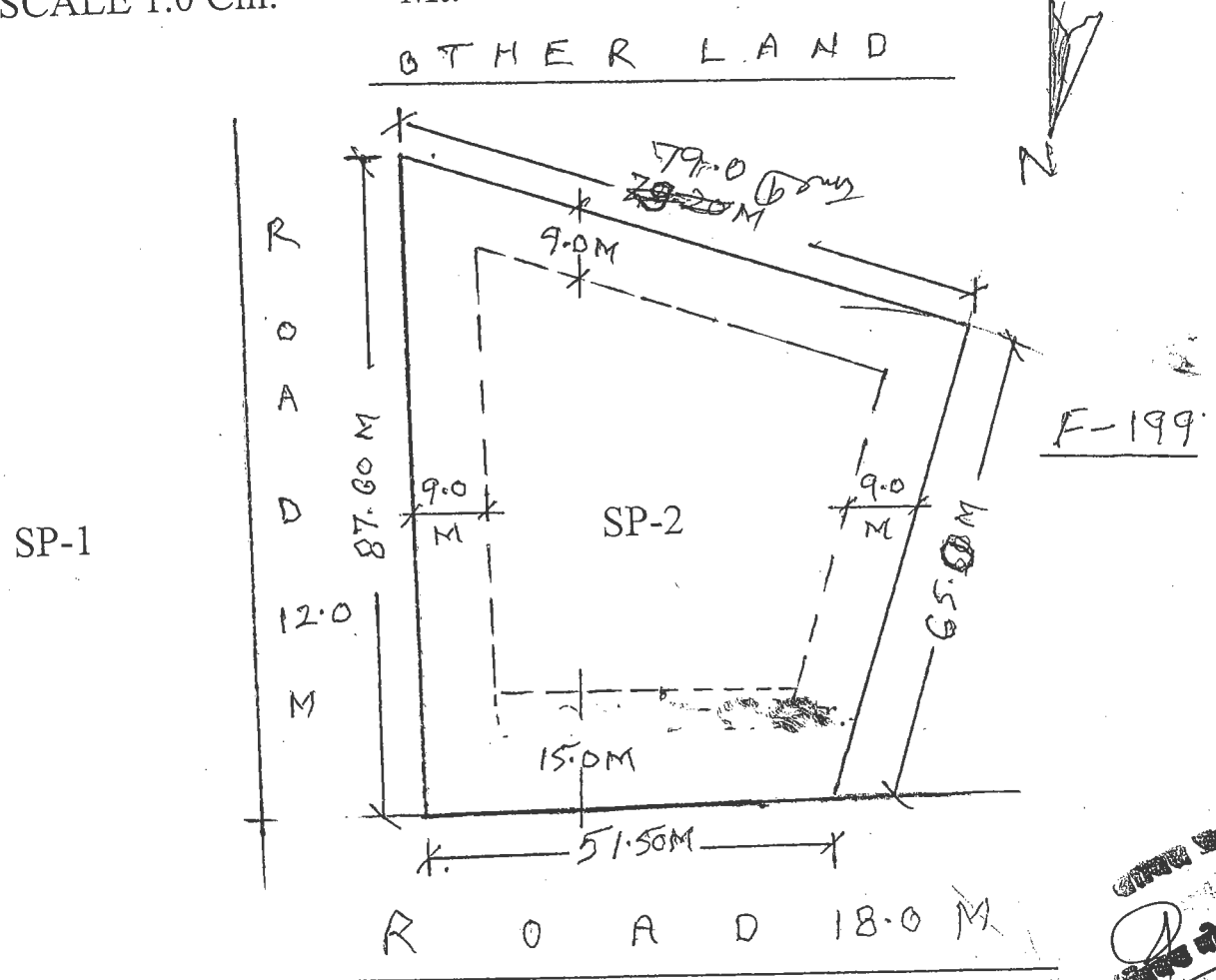


RIICO RAJASTHAN STATE INDUSTRIAL DEVELOPMENT & INVESTMENT CORPORATION LTD. SIKAR

SITE PLAN OF PLOT NO. SP-2 FOR EDUCATIONAL INSTITUTE
AT IND. AREA NEEMKATHANA

SCALE 1.0 Cm. = 10.0 Mt.

PLOT AREA = 4854 Sqm.



SP-1

अरावली शिक्षण एवं अनुसंधान संस्थान
नीमकाथाना (सीकर)

S.N.	Area	Minimum of Set Back			Maximum Ground Coverage in %	FAR	Height of Building in Mtr.	Parking Requirement Iecs Per	
SP-2	4854	15.00	9.00	9.00	9.00	35	1.00	12.00	175 Sqm. of Total Floor Area

D/man

ARM

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