

LEASE-AGREEMENT

(See Rule II of RIICO disposal of land rules, 1979)

Industrial Area KUKAS Stamp 10000/11

Plot No. SP-44

THIS LEASE AGREEMENT made on the 11 day of NOV in the year two thousand and 2000

between Rajasthan State Industrial Development & Investment Corporation Ltd., Jaipur, a body Corporate incorporated under the Indian Companies Act, having its Registered Office at Udyog Bhawan, Tikak Marg, Jaipur-302 005.

(hereinafter called the lessor which expression shall, unless the context does not so admit, includes its successors and assigns) OF THE ONE PART AND

Shri S/o Age

R/o Proprietor of the single-owner firm of

Shri S/o Age

R/o Age

Shri S/o Age

R/o Age

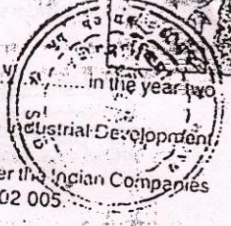
Attested [Signature] constituting the registered partnership firm of

**Chaudhary Educational Trust's
MKARA INSTITUTE OF TECHNOLOGY
KUKAS, JAIPUR - 303 101** OR

S.K. CHAUDHARY EDUCATIONAL TRUST, 141, SUKHDEV VIHAR
A society registered under the Co-operative Societies Act, hereinafter, called the lessee (which expression shall, unless the context does not so admit, include his heirs, executors).
MATHURA ROAD
NEW DELHI-110025

[Signature] President

उद्योग संस्थान
जापुर (राजपुत्र)



its administrators, legal representatives and permitted assigns successors and permitted assigns
OF THE OTHER PART

WHEREAS the state of Rajasthan handed over the land at KUKAS to the Lessor (Rajasthan State Industrial Development & Investment Corporation Ltd.) for the purpose of setting up an Industrial Area and the said Lessor (Corporation) sub-divided the above land into plots for Industrial Units for leasing out such sub-divided plots to industrialists for erecting on each plot a factory according to the factory bye-laws and building plans approved by the proper municipal and other competent authorities.

"AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease, the piece of land known as Plot No. SP-44 hereinafter described as demised land on the terms and conditions hereinafter appearing for the purpose of constructing within the industrial area an Engineering College according to the design and building plan approved by the proper municipal or other competent authorities.

NOW THIS LEASE AGREEMENT WITNESSETH AS FOLLOWS

1. In consideration of the covenant and agreement herein contained and on payment by the Lessee of Rs. 31,00,000 (Rs. THREE THOUSAND ONE HUNDRED) towards the annual economic rent and 25% of the development charges, the receipt where of the lessor hereby acknowledges and of Rs. 25,00,000 (Rs. TWENTY FIVE LACS) to be paid in 3 six monthly equated instalments commencing from the sixth month of the date of allotment, the dates and manner provided in the schedule hereunder written for payment thereof and not to allow any instalments to fall in arrears. The lessor doth hereby demise to this Lessee all that plot of land numbered as Plot No. SP-44 situated within the Industrial Area at Kukas containing by measurement 4.0, 0.00 Sq. Mtr be the same a little more or less, bounded.

On the North by ROAD
On the South by PRIVATE LAND
On the East by GREEN BELT
On the West by SP-43

and which said plot of land is more clearly delineated and shown in the attached plan and therein marked red TO HOLD the said plot of land (hereinafter referred to as 'the demised' premises) with their appurtenances unto the Lessee for the term of nintynine years from the day of 8th March 20 th except and always reserving to the Lessor and his successors or assigns :

- (a) A right to lay water mains, drains, sewers or electric wires under or over the demised premises, if deemed necessary by the Lessor for his successors, assigns, in developing the area.
- (b) Full right and title to all mines and minerals in and under the demised premises or any part thereof.
- (c) Yielding and paying thereof unto the Lessor by 30th day of April in each year in advance the yearly rent. The Corporation reserves the right to revise the rate of economic rent in 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 Corporation shall be final, conclusive and binding on the allottee and it shall not be questioned in any court of law or otherwise.

Chaudhary
Kuldeep
Executive

Asst. Sd/- Engineer
RICO Ltd. 22, Godam
JAI PUR (R)

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Provided further that in case the Lessee creates charge in favour of the State Government or Industrial Finance Corporation of India or Rajasthan Financial Corporation or schedule Banks or EXIM Bank for any development loan taken by him/it on the security of the premises hereby demised and the building and machinery built upon or affixed there to, the first charge of the Lessor shall rank Second to the charge of the State Government or Industrial Finance Corporation of India or Rajasthan Financial Corporation, I.D.B.I. OR I.C.I.C.I., L.I.C., IRBI, HDFC, SIDBI, EXIM Bank, Central Co-operative Banks, Private Lending Agencies and other Public Financial Institutions as defined in the Public Financial Institutions Act or scheduled Banks, provided the State Govt. or Industrial Finance Corporation of India or Rajasthan Financial Corporation or Scheduled Banks or EXIM Bank keep a specific clause in their mortgage deed that breach of any of the conditions of these presents (Lease Agreement) shall be treated as a breach of the conditions of their mortgage deed.

it is however that the above provision shall not operate where land is allotted on hire purchase by the Corporation. In such cases, the Lessee could create first charge in favour of State Government or Industrial Finance Corporation of India or Rajasthan Financial Corporation or I.D.B.I., I.C.I.C.I. or LIC, IRBI, HDFC, EXIM Bank with the condition that balance development charges be remitted to the Corporation by the institution in whose favour charge has been created if allottee fails to pay instalments in time. In case the allottee fails to make payment of the whole amount of development charges then the Corporation shall have right to resume possession of the land irrespective of first charge of the lending institution on the plot.

collateral security of plots for loans to other industrial units would be allowed subject to ensuring that the Lessee has cleared all the outstanding dues of the corporation :
 (a) that in case there is a condition of collateral security in the sanction letter of the concerned Financial Institution, Bank etc. such collateral security may be allowed to be created in favour of parties named in proviso to clause 1 of our Lease Agreement only and not in favour of any other party.

THE LESSEE DOETH HEREBY CONVENANT WITH THE LESSOR IN THE MANNER FOLLOWING :

That the Lessee will bear, pay and discharge all rates, taxes, charges and assessment of every description which may, during the said term, be assessed, charged or imposed upon either on the landlord or tenant or the occupier in respect of the demised or the building to be erected thereupon.

a) The Lessee shall pay the development charges of the plot calculated at the rate prescribed by the Corporation for each Industrial Area from time to time. The Corporation reserves the right to enhance the rate of development charges if the compensation payable under an award is enhanced by any competent court subsequently.

That the Lessee will bear pay and discharge all service charges, road maintenance charges, street lighting charges, arboriculture charges and other ancillary services, required for the upkeep of the industrial areas which may during the said term be assessed, charged, levied or imposed by the Lessor.

The lessor reserves the right to revise the rate of service charges from time to time and the decision of the lessor shall be final, conclusive and binding on the lessee and it shall not be questioned in any court of law or otherwise.

[Handwritten signature]

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(17/11)
 उप वसोयक
 छामेर (जयपुर)

[Handwritten signature]
 Joint Site Engineer
 RDCO, J.P. & S. Badam
 JALPUR (R)

relinquish, mortgage 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 or subletting or both shall be subject to and the transfer or assigns shall be bound by all the covenants and conditions herein contained and be answerable to the Lessor in all respect thereof and the Lessee will in no case even when consent has been given by Lessor as aforesaid assign, relinquish, mortgage, sublet, transfer or part with the possession of any portion less than whole of the demised premises or cause any sub-division thereof by notes and bounds or otherwise provided that prior permission as aforesaid shall not be necessary, in the event of mortgage without possession in favour of either of the State Government or of the Industrial Finance Corporation of India or in favour of Rajasthan Financial Corporation or I.D.B.I. or I.C.I.C.I. or L.I.C., I.R.B.I., H.P.F.C., S.D.B.I., EXIM Bank, Central Co-operative Banks, Private Lending Agencies and other Public Financial Institutions as defined in the Public Finance Institutions Act or Scheduled Banks to secure loan or loans advanced by any of them for setting up on the demised premises the Industry/Engineering College herein before mentioned but any such mortgage shall be subject to the prior charge of the Lessor under the second proviso to Clause 1 above.

Provided further that if at any time the Industrial Finance Corporation of India or other financing body or bodies mentioned above decided 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 mutual consultation with Lessor and the financing body or bodies as mentioned above.

Provided further that the lessee will often so 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 tenancy of the terms hereby granted within one calendar month from the date of the such assignment, inheritance or transfer deliver a notice of assignment, inheritance or transfer to the Lessor setting forth names and description of the parties to every probate or a will or letters of administration, decree, order certifying or other document of affecting or evidencing such assignment, inheritance or transfer and document as aforesaid accompanying the said notice shall remain for 7 days at the office of the Lessor AND it is hereby covenanted that failure to comply with this condition will

- (n) That Lessee shall construct and complete the said buildings and put the demised premises with the buildings constructed thereon to use hereinbefore mentioned within **five years** from the date of this agreement or from the date of possession of the said land is handed over to him, whichever is earlier provided that the Lessor may at its discretion extend the time hereinbefore provided if in his opinion the delay is caused for reasons beyond the control of the Lessee.

Provided that unutilised land of the allotted plot or plots shall revert to the corporation on the expiry of the prescribed/extended period for completion of the unit.

- (o) If during the terms of the lease the Lessee or his workmen or servants shall,
- (i) Injure or destroy any part of building or other structure contiguous or adjacent to the plot of land hereby demised.
 - (ii) Keep the foundation tunnels 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 building, the Lessee shall pay such damages thereof as may be assessed by the Lessor (whose decision as to the extent of injury or damage the amount of damages payable thereof shall be final and binding on the Lessee unless within three months from the receipt of orders thereof the Lessee prefers an appeal to the arbitrator as hereinafter provided and if an appeal is preferred the decision of the arbitrator shall be binding on the Lessee).
- (p) The Lessee shall also abide by other terms & conditions of the letter of allotment, RIICO disposal of land Rules 1979 and other terms & conditions as may be laid down in RIICO Disposal of Land Rules, 1979 as amended from time to time.
- (q) If the Lessee being a registered or unregistered partnership firm or a cooperative society, is dissolved and no successor in interest is appointed within 60 days of its dissolution the Lessor shall be entitled to determine this Agreement.
- (r) The letter of allotment shall form part and parcel of the Lease Agreement.
- (s) 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 Laws of the State for the time being enforce.
- (t) Wherever dumping sites have been provided for disposal of solid waste, the Lessee shall ensure that the waste generated by his unit is dumped in the said dumping site and at no other place in the industrial area. In the event of violation of the condition RIICO shall be at liberty to impose penalty on the Lessee.
- (i) 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 and Revenue expenses relating to acquisition, operation and maintenance of CETP & SWDS shall be borne by all members of Association/Body/Agency in the proportion decided by the Committee of the said Association/Body/Agency.
 - (ii) Lessee shall not change the product or production capacity or process in case of polluting industry without prior approval of the Lessor.

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

- 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 hereinbefore contained and on his part to be observed and performed and in particular without prejudice to the generality of the subclause, if the Lessee transfers, relinquishes, mortgages or assigns any part of the demised premises less than the whole or transfers, relinquishes, mortgages or assigns the whole of the demised premises without the previous consent in writing of the Lessor as hereinbefore provided subject to the exception in Clause 2(i) or if the Lessee fails to commence and complete the buildings in the time and manner hereinbefore provided or if the amounts due to the Lessor as rent hereby reserved or any part of the premium as stipulated in clause 1 or service charges as stipulated in Clause 2 (b) shall be in arrear and any other 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 shall be vested, shall adjudged insolvent or if this Agreement is determined as hereinbefore specified, it shall be lawful for the Lessor subject to the provisions of this lease deed (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 as per Corporation rules and the Lessee shall not be entitled to any compensation whatsoever. Provided always that the Lessee shall be at liberty to remove and appropriate to himself all building erections and structures, if any made by him and all materials thereof from the demised premises after paying up all dues, the premium and the lease rent upto date and all municipal and other taxes, rates and assessments then due including service charges e.g. conservancy charges and all damages and other dues accruing to the Lessor and to remove the materials from the demised premises within three months to the determination of the lease and in case of failure on the Lessee's part to do so, the building and erection standing on the demised premises and all material 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 structure and materials put up by him on the demised premises. Provided further and always the right of re-entry and determination of the lease as hereinbefore provided shall not be exercised if the Industry/Engineering College at the demised premises which has been financed by the State Government or Industrial Finance Corporation of India or the Rajasthan Financial Corporation, I.D.B.I., ICICI, LIC, IRBI, HDFC, SIDBI, EXIM Bank, Central Co-operative Banks other Private Lending Agencies and other Public Financial Institutions as defined in the Public Financial Institution Act or Scheduled Banks and the said financing body or bodies remedy the breach within a period of 90 days from the date of notice issued or served by the Lessor on the said financing institution or institutions regarding said breach or breaches.
- (b) All legal proceedings for breach of the conditions, aforesaid shall be lodged in courts situated at Jaipur and not elsewhere.
- (c) Any loss suffered by the Lessor on a fresh grant of the demised premises for breach of conditions aforesaid on the part of the Lessee or any person claiming through or under him shall be recoverable by the Lessee.
- (d) Any notice 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 refuse by the Lessee or otherwise however. A notification of any decision by the Lessor shall also be served in the same manner as prescribed above.

S. K. Choudhary
Secretary
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उप परामर्शक
श्रीमेर (अवधर)

Asstt. Site Engineer
RICO Ltd., 22 Godam
JAIPUR (R)

"The demit... by deposit
of ... for obtaining loan
for ... on the demise
plot ... of financial institution
shall ... only as mentioned in the
second ... to clause 1 (c) of the
Lease Agreement"



The security deposit made with the application for allotment of land shall be refunded to the Lessee after completion of the project on an application made by him.

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

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.

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 to 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.

The stamp and registration charges on this Agreement shall be borne by the Lessee.

The quantity of water shall be supplied as per the availability. In case the water is required by Lessee in excess quantity, then Lessee shall have to arrange the excess quantity at Lessee's own cost.

The Lessee shall contribute towards the expenditure of drainage system/sewerage system for effluent of the premises of Engineering College in desired proportion as decided by the Corporation.

Lessee will also follow the child labour laws.

The rate of interest will be charged as per rules of the corporation.

If any stamp duty is payable in future under stamp laws of Rajasthan Govt., then the same will be borne by the lessee.

SCHEDULE OF INSTALMENTS

Instalment No.	Amount of Development charges	Interest at 12% p.a.	Amount of Instalment	Due Date	Place of Payment
i	ii	iii	iv	v	vi
1	25,000.00 ± 00	—	25,000.00 ± 00	7.9.2000	JAIPUR
2	25,000.00 ± 00	—	25,000.00 ± 00	7.3.2001	JAIPUR
3	25,000.00 ± 00	—	25,000.00 ± 00	7.9.2001	JAIPUR

WITNESS HEREOF THE parties hereto have set their hands this day 30th of his month of N.V. in the year 2000

For and on behalf of
Asst. Engineer
RICO Ltd. of Goddams
JAIPUR (R)

Rajasthan State Industrial Development and Investment Corporation Ltd.

Handey.
nature of Witness
Name VIMAL KUMAR PANDEY
(IN CAPITAL LETTERS)
Address KUNDA, AMBER

LESSEE:
Name SANT KUMAR CHAUDHARY
(IN CAPITAL LETTERS)
Address S.K. CHAUDHARY EDUCATIONAL TRUST

VED KUTIR,
141, SURANDEV VIHAR
MATHURA ROAD
NEW DELHI - 110025



Handy



उक्त निस्पादन कार्या की पहचान

श्री विमल कुमार पांडे
पुत्र श्री ब्रजिब शुनि पांडे
उम्र २५ जाति जाति
व्यवसाय सरकारी निवासी ग्राम ७३०३।
तहसील धांधर जिला जयपुर

उक्त निस्पादन कार्या की पहचान

श्री
पुत्र श्री
जाति जाति
व्यवसाय निवासी ग्राम
तहसील जिला

(m)

30-11-2000
प्रति राज दिनांक १६ को रूप संख्या 1720
पर पुस्तक संख्या ११ त्रिव 197
के पृष्ठ 82 पर फोटो प्रकृत किया गया
जिसके प्रति प्रति लिखित पुस्तक सं. 1
को दिनांक 296 को दिनांक 20
पृष्ठ संख्या 151 पर संख्या को गयी
168

जय पंजीयक
पंजीयक एवं मुद्रांक
धारांगर जि. जयपुर

