

NO 09194AR

Himachal Government Judicial Paper

" LEASE DEED "

23, 2000

96, 9600

This Indenture made this 10th day of January

two thousand one between the Governor of Himachal Pradesh ( herein after called " the Lessor " ) of one part through General Manager District Industries Centre Una, (H.P.) and the Chairmen, M.L.A. D.A.V. Public School, Mehampur, Distt. Una ( H.P. ) the representative of M.I.A.E.S ( Mehampur Industrial Area Educational Society ) a society registered under registrar societies Act No XXI of 1960, having its registered office at M.L.A. D.A.V. Public School Mehampur Distt. Una ( H.P. ) and includes its successors, assignees and legal representatives ( hereinafter called "the Lessee") acting through Shri Arun Nayar S/O Late Shri Om Sarop Nayar of second part.

Incumbent

Whereas the lessee has applied for the grant of lease of additional land measuring 2903.50 Sq. Mtr of plot No 1-D belonging to the lessor, hereinafter described and the lessee has on the faith of statements and representations made by the lessor accepted such applications and has agreed to M.I.A. D.A.V. Public School Mehampur Distt. Una (H.P.)

NOW THIS indenture witnesseth that in consideration of the payment of Rs. 200/- per Sq. Mtr. for fully and absolutely plot as well as a rent of Rs. 1/- per acre per annum which the Lessee, hereby agrees to pay within fifteen days of demand by the Lessor and of the covenants on the part of the Lessor hereinafter contained, the Lessor doth hereby demise unto the Lessee,

M.L.A. D.A.V. PUBLIC SCHOOL, Mehampur, Distt. Una (H.P.)

Principal, M.L.A. D.A.V. Public School Mehampur, Distt. Una (H.P.)

Attested Seema Vohra

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ALL THAT plot of land being the industrial plot No 140 in the layout plan of industrial Area, Mahatpur, Distt. Una (H.P.) containing by ad-measurement an area of 290/250 Sq.Mtrs or there about situated at Industrial Area, Mahatpur which Industrial Plot is more particularly described in the schedule herownder written and with boundaries thereof for greater clearance has been delineated on the plan annexed to these presents and thereon colored (hereinafter referred to as the "The industrial plot") together with all rights, easements and appurtenances whatsoever to the said Industrial Plot belonging or appertaining TO HOLD the premises hereby devised unto the Lessee from 10th day of Jan two thousand one WILTING AND PLAVING therefore rent as hereinafter mentioned.

Subject always to the exceptions, reservations, covenants and conditions hereinafter contained, that is to say :-

1) The Lessee excepts and reserves unto himself all mines, minerals, coal, gold-ashing, earth, oil and quarries in under the industrial plot 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 lending any vertical support for the surface of the industrial plot or for any building for the time being standing thereon provided always that the Lessee shall make reasonable compensation to the Lessor for all damage directly occasioned by the exercise of the right hereby reserved or any

Principal, the Lessee or himself, his heirs, executors, administrators and assigns in the manner following that

*Attested*  
*Sema Vohra*

Principal  
M.L.A.  
Mchat

*Lacmiva*

*[Signature]*  
Principal

*[Signature]*  
Chairman

*[Signature]*  
General Manager

Distt. Una (H.P.)

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- i) The Lessee shall pay within such time such additional sum or sums towards premium as may be decided upon by the Lessor on account of the compensation awarded by the Land Acquisition Collector being enhanced on reference or in appeal or both and the decision of the Lessor in this behalf shall be final and binding on the Lessee.
- ii) The Lessee shall pay unto the Lessor the yearly rent hereby reserved on the days and in the manner herein appointed.
- iii) The Lessee shall not deviate in any manner from the layout plan nor alter the size of the Industrial plot whether sub-division, amalgamation or otherwise;
- iv) The Lessee shall within a period of one and half years from the 10th day of Jan two thousand one (and the time as specified shall be on the essence of the contract) after obtaining sanction to the building plan with necessary designs, plans and specifications from the Lessor or other authority specified by the Lessor, at his own expenses erect (upon the Industrial plot and complete in a substantial and workmen like manner an industrial/school building for carrying) on the approved manufacturing process or industry with the requisite and proper walls, sewerage and drains and other conveniences in accordance with the sanctioned building plan and to the satisfaction of and in accordance with the rules and by-laws of Municipal or other authority, within a period of 12 months which may further be extended by maximum period of 6 months with the prior sanction of the Lessor, if extenuating circumstances, at his sole discretion.

The Lessee shall not sell, transfer assign or otherwise part with the possession of the whole or any part of the Industrial plot, with the previous consent in writing of the Lessor which he shall be entitled to refuse in his absolute discretion.

*Attested*  
*Semis Vohra*

Principal  
M.I.A. D.A.V. Public School  
Mohalpur, Dist. Una (H.P.)

*Attested*  
*Semis Vohra*

Principal  
M.I.A. D.A.V. Public School  
Mohalpur, Dist. Una (H.P.)

M.I.A. D.A.V. PUBLIC SCHOOL  
Mohalpur, Dist. Una (H.P.)

*Semis Vohra*  
Principal  
M.I.A. D.A.V. Public School  
Mohalpur, Dist. Una (H.P.)

*Semis Vohra*  
Chairman  
M.I.A. D.A.V. Public School  
Mohalpur, Dist. Una (H.P.)

.....  
General Manager  
District Industries Centre  
Una (H.P.)

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PROVIDED that such consent shall not be given for period of 10 years from the commencement of this lease unless, in the opinion of the Lessor, exceptional circumstances exist for the grant of such consent.

PROVIDED further that, in the event of the consent being given the Lessor may impose such terms and conditions as he thinks fit and the Lessor shall be entitled to claim and recover a portion of the unearned increase in the value (i.e. the difference between the premium paid and the market value) of the Industrial plot at the time of sale, transfer, assignment, or parting with the possession, the amount to be recovered being fifty percent of the unearned increase and the decision of the Lessor in respect of the market value shall be final and binding.

PROVIDED further that the Lessor shall have the pre-emptive right to purchase the property after deducting fifty percent of the unearned increase as aforesaid.

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 Industrial plot to such person as may be approved by the Lessor in his absolute discretion.

PROVIDED that, in the event of the sale or foreclosure of the mortgaged or charged property, the Lessor shall be entitled to claim and recover the fifty percent of the unearned increase in the value of the Industrial plot as aforesaid and the amount of the Lessor's share of the said unearned increase, shall be first charge, having priority over the said mortgage or charge. The decision of the Lessor in respect of the market value of the said Industrial plot shall be final and binding on all parties concerned.

*Attested*  
*Demo Nohra*

Principal  
M. School  
M. School

*Attested*

*Attested*

M. A. D. A. V. P. U. S. L. (H.P.)  
M. A. D. A. V. P. U. S. L. (H.P.)  
M. A. D. A. V. P. U. S. L. (H.P.)

*[Signature]*

*[Signature]*

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*[Signature]*  
General Manager

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PROVIDED further that the Lessor shall have the Pre-emptive right to purchase the mortgaged or charged property after deduction fifty percent of the unearned increase as aforesaid.

vi) The Lessor's right to recover fifty percent of the unearned increase and pre-emptive right to purchase the property as mentioned hereinbefore shall apply equally to an involuntary sale or transfer, whether it be by or through an executing or insolvency court.

vii) Whenever the title of the Lessee in the Industrial plot 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.

viii) Whenever the title of the Lessee in the Industrial plot is transferred in any manner whatsoever the transferor or and the transferee shall within 3 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 3 months of the devolution give notice of such devolution to the Lessor.

The transferee of the person on whom the title devolves, so the case may be, shall supply the Lessor certified copies of the documents evidencing the transfer or devolution.

ix) The Lessee shall from time to time and at all times pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereinafter during the continuance of this lease be assessed, charged or imposed upon the land or any part thereof and shall be bound to pay the same and to indemnify the Lessor in respect thereof.

M.A. D.A.V. Public School  
Meharpur, Distt. Una (H.P.)

Attested  
Principal

Attested  
Principal  
M.A. D.A.V. Public School  
Meharpur, Distt. Una (H.P.)

General Manager

Attested  
Memo Volume

Principal  
M.A. D.A.V. Public School  
Meharpur, Distt. Una (H.P.)

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x) All arrears of rent and other payments due in respect of the Industrial plot hereby demised shall be recoverable in the same manner as arrears of land revenue.

xi) The Lessee shall in all respects comply with and be bound by the building, drainage and other bye-laws of the proper Municipal or other authority for the time being in force.

xii) The Lessee shall not without sanction or permission in writing of the Lessor or other authority, prescribed by the Lessor erect an building or make any alteration or addition to such building on the Industrial plot.

xiii) The Lessee shall not without the written consent of the Lessor use or permit to be used, the Industrial plot or any building thereon for residence or for carrying on any trade or business whatsoever unless the same or permit the same to be used for any purpose other than that of carrying on the running of M.L.A. D. A. V Public School Mehatpue may be approved from time to time by the Lessor 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 Lessee and persons living in the neighbourhood.

PROVIDED that, if the Lessee is desirous of using the said Industrial plot or the building thereon for a purpose other than that of the running of Public school or as may be approved from time to time the Lessor may allow such change of use on such terms and conditions, including payment of additional premium and additional rent as the Lessor may in his absolute discretion determine.

The Lessee shall on the termination of this lease peacefully yield up, the Industrial plot and the building thereon unto the Lessor if not so renewed by the Lessor.

Attested  
Sema Vohra  
Principal  
M.L.A. D. A. V Public School  
Mehatpue, Dist. Una (H.P.)

Attested  
Principal  
M.L.A. D. A. V Public School  
Mehatpue, Dist. Una (H.P.)

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4. No forfeiture or re-entry shall be effected until the Lessee has served on the Lessor a notice in writing :-

- a) specifying the particular breach complained of, and
- b) If the breach is capable of remedy, requiring the Lessee to remedy the breach, and 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 his discretion, relieve, against forfeiture on such terms and conditions as he thinks proper.

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

- a) for breach of covenants and conditions relating to sub-division or amalgamation, erection and completion of building within the time provided and transfer of the Industrial plot as mentioned in clause 2, or

in case this lease has been obtained by suppression of any fact, mis-statement, mis-representation or fraud.

5. (a) To hold the Industrial plot unto the Lessee for the term of 95 years commencing from 0-1-2001 paying thereafter the annual rent as may be determined by the Lessor. The rent for the first year shall be paid by the Lessee within fifteen days of the receipt of notice of demand to that effect from the Lessor, and for each subsequent year it shall be payable in advance (proportionate part of the said rent will be payable for the fraction of a year) in the manner as may be prescribed by the Lessor.

The rent so received in the first year shall hold good for the remaining period of the lease. The rent shall be payable annually in advance on the 1st April of each year (proportionate part of the said rent shall be payable for the fraction of a year.)

Attested  
Semi Vohra

Principal, School  
M.L.A. Public Sch  
Meharwal, Distt. Una (H.P.)

Attested  
Anjia

Principal, Public Sch  
Meharwal, Distt. Una (H.P.)

Attested  
Anjia

Signature  
04-07-2001

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Explanation : " The revision of the rent shall become due from the 31st and 61st years but the actual revision may be done at any time after the expiry of the 30th year and before the commencement of the 34th year and after expiry of the 60th year and before the commencement of the 64th year as the case be provided that the revision at one time shall not be more than fifteen times the rent previously fixed. "

(b) The Lessee shall pay Rs.50 paise per Sq. Mtr per annum for allotted area from the date of taking over the possession of the plot towards maintenance charges.

6. The Lessee doth agree that the burden of the covenants set run with the Industrial plot and may bind any permitted assignee thereof heroby covenants with the Lessor as follows :

i) That he will during the term of the lease hereby granted pay at the office of the Lessor or at such other place or places as the Lessor may from time to time appoint in this behalf the said rent on the days and in the manner hereinbefore appointed for the payment thereof.

ii) That he will erect upon the Industrial plot in a substantial and workman like manner, and at all times during the term of the lease maintain thereon a good and substantial building, equipped with necessary accessories for the school and such other staff and labour quarters as may be deemed necessary by the Lessee and as may be permitted in writing by the Lessor for the purpose of the school according to the by-laws, rules and regulations framed by the local authorities and having jurisdiction in the area in which the Industrial plot is situated, or in accordance with any direction of an officer appointed by the Lessor on this behalf. The Lessee

Attested  
Principal  
M...  
Meh...

Attested  
Principal  
M...  
Meh...

D.A.V. PUBLIC SCHOOL  
Annapras, Dist. Una (H.P.)

[Signature]

[Signature]

[Signature]

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shall submit plans, sections, elevations and specifications for the construction of the building to be erected upon the industrial plot for the approval of the said officer appointed by the Lessor in his behalf in quadruplicate and shall not start the work of construction unless and until the approval of the said officer has been obtained in writing. The Lessee may, after the building has been completed in accordance with the approved plans, section, elevations and specifications make minor alterations and/or addition to the building/buildings provided the said alterations and/or additions do not conflict with any bye-laws, rules or regulations or local authorities and the provisions of the Factories Act, 1948.

iii) That he, if need be, shall apply for and obtain licence for the school under the Industries (Development and Regulations) Act 1951 within a period of one year from the date of execution of this lease and if he fails to do so or the licence is not granted by the competent authority within the said period, this lease shall become liable for termination at the option of the Lessor provided that the Lessor may extend the period for obtaining the licence if the delay in granting it arises on the part of or is attributable to the competent authority.

iv) That he shall establish the school and the institution in accordance with and within the time specified in the licence granted to him under the Industries (Development and Regulations) Act, 1951 and in case no licence is required for establishing the school or other said institution the school and the institution in accordance with the scheme approved by the competent authority or within the time mutually agreed upon between the Lessor and Lessee and any breach

*Attested*  
*Seema Vohra*  
Principal  
M.L.A.D. Public School  
Mehatpur, Dist. Unnao (U.P.)

M.L.A.D. Public School, Mehatpur, Dist. Unnao (U.P.)

*Attested*  
*Seema Vohra*  
Principal  
M.L.A.D. Public School  
Mehatpur, Dist. Unnao (U.P.)

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of this condition shall render this lease liable for termination at the option of the Lessor.

v) That he will perform, observe and comply with all obligations and regulations in respect of the Industrial plot and building thereon and business carried thereon imposed by any statute, regulation or by-laws of any competent authority and also the lawful directions of any public or local authority.

vi) That he will not assign or under let or otherwise part in any manner whatsoever, with the Industrial land or any construction erected thereon or any of the Industrial plot or of the said construction without the prior permission in writing of the Lessor, provided, however, that it shall be lawful for the Lessee with the previous approval of the Lessor in writing to mortgage his interest in the Industrial plot as well as his interest in any building and machines set up by him or the school to be set up by him on the Industrial plot as security in respect of any moneys advanced by a State Finance Corporation, or by the Govt. of Himachal Pradesh, or by a scheduled bank or by any Insurance Company or by any other person or the purpose of setting up or expansion of the school in the said land.

vii) Subject to the provisions of clause (vi) he will register all changes in the possession of the said land or of the building and machinery thereon whether by transfer succession or otherwise with an officer appointed for this purpose by the Lessor within one calendar month from the respective date of such changes and if the Lessee without sufficient cause neglect to register such changes the Lessor may impose in him for each such case of neglect to register such changes a penalty not exceeding Rs. 100/- and the said Lessor may enforce the payment of such penalties in the same manner as in the case of arrears of land revenue.

viii) That the Lessee and all persons acting under his order shall be at liberty at all reasonable times during the term of this lease to enter upon the Industrial plot or any buildings that may be or thereon for any purpose connected with the lease.

ix) That the Lessee may at the expiration of the term of the lease apply for a renewal of the lease for a further period of 95 years at the Lessor's option.

x) That in the event of the project not materializing or the school falling, the lease will be terminated and the Lessee shall have the first option to acquire on such termination the building at an agreed price or failing that at price stated

Attested  
Seema Chandra  
Principal  
M.I.  
Mehar

School  
General  
District Industrial

Attested  
Attested  
Anand

(Signature)

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The provision of the Arbitration Act 1940 and any statutory modification thereof shall apply to any such arbitrations. If the Lessor does not exercise this option the lessee shall peacefully and quietly surrender to the Lessor vacant possession of the said land after removing any construction made or machinery fixed etc within a period of two years completed from the date of termination of the lease.

xii) That the condition of surrender of vacant possession by the Lessee and of the first option of the Lessor or acquisition referred to in clause (x) shall mutatis in mutandis apply in the event of the term of the lease without renewal and in the event of the sooner determination of the lease in accordance with the terms and conditions in the manner stated in clause.

xiii) That the cost of execution and registration of the lease deed shall be borne by the Lessee.

xiv) That any sum of money due to or claimable by the Lessor in respect of the land hereby demised shall be recoverable by the Lessor as arrears of land revenue.

xv) That in case any portion of the demised land is not used by the Lessee for the purpose of the school then notwithstanding any other covenant herein before or hereinafter contained the Lessor shall have the right to resume that portion of the land after giving three month notice to the Lessee provided that the Lessor shall not exercise this option till after the expiry of 5 years from the date of completion of school in accordance with conditions of the licence granted under the Industries (Development and Regulations) Act, 1951 or in the accordance with the approval granted by the Himachal Pradesh Govt. or any other competent authority.

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 authorized by the Lessor and shall be considered as duly served upon the Lessee or any person claiming any right to the Industrial plot if the same shall have been affixed to any building or erection whether temporary or otherwise upon the Industrial plot have been delivered, at or sent by post to the their residence, office or place or business of the Lessee or such persons

Attested  
Sema Vohra  
Principal  
Public School  
At Una (H.P.)

Attested  
[Signature]  
[Signature]  
[Signature]

[Signature]  
[Signature]  
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IN WITNESS WHEREOF THE PRESIDENT OF INDIA has caused on his behalf set his hand and the Lessee has hereunder set his hands the day and the year first above written.

THE SCHEDULE REFERRED TO ABOVE

All that piece of land comprising of Khaste Nos/ Plot No 1-D situated at Industrial Area, Mohatpur, Distt. Una (H.P.) measuring 2903.50 Sq. Mtrs and bounded :-

- On the South : Service Building.
- On the North : Plot No 1 .
- On the East : Plot No 29,30 and 31.
- On the West : Service Building.

Attested  
Suman Vohra

Principal

V.I.A. D.A.V. Public School  
Mohatpur, Distt. Una (H.P.)

In the Presence :

Attested  
Anil

Principal  
V.I.A. D.A.V. Public School  
Mohatpur, Distt. Una (H.P.)

1. Rajendra Parakh  
Principal  
V.I.A. D.A.V. Public School  
Mohatpur, Distt. Una (H.P.)
2. [Signature]

Attested  
Anil

[Signature]

[Signature]

[Signature]

[Signature]

( Lessee )

V.I.A. D.A.V. Public School  
Mohatpur, Distt. Una (H.P.)

Signed by

( Lessee )

(On behalf of the Governor of  
Himachal Pradesh)

General Manager  
District Industries C  
Una (H.P.)