

273

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Deed No. 224/17

Dated 20-02-2017

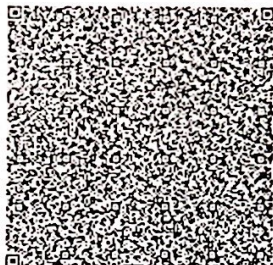


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INDIA NON JUDICIAL Government of Himachal Pradesh

e-Stamp

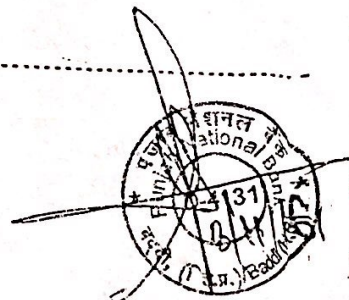
Certificate No. : IN-HP020638194365220
 Certificate Issued Date : 08-Nov-2016 01:33 PM
 Account Reference : NONACC (BK)/ hppnbbk02/ BADDI/ HP-SL
 Unique Doc. Reference : SUBIN-HPHPPNBBK02037286404974500
 Purchased by : BRD EDUCATIONAL SOCIETY FOR EXCELANCE
 Description of Document : Article 35 Lease
 Property Description : SCHOOL SITE AT EDUCATION HUB KALLUJHANDA AREA
 2687.00 SQMTR BADDI ON LEASE HOLD BASIS
 Consideration Price (Rs.) : 94,60,000
 (Nihety Four Lakh Sixty Thousand only)
 First Party : CEO CUM SECRETARY HIMUDA SHIMLA
 Second Party : BRD EDUCATIONAL SOCIETY FOR EXCELANCE
 Stamp Duty Paid By : BRD EDUCATIONAL SOCIETY FOR EXCELANCE
 Stamp Duty Amount(Rs.) : 4,68,500
 (Four Lakh Sixty Eight Thousand Five Hundred only)



-----Please write or type below this line-----

Deed No. 224
 SUB REGISTRAR BADDI
 DISTRICT SOLAN (H.P.)
 20/02/17

BRD Educational Society For
 Excellence, Baddi, Solan



Rashique
 Member

CEO, Cum Secretary
 HIMUDA, Nigam Vihar,

Principal
 BRD Public School
 Kalu Jhanda (Baddi)

Statutory Alert

The authenticity of this Stamp Certificate can be verified by scanning the QR code available on the message carriers if available. The authenticity of this document can also be verified by scanning the QR code available on the message carriers if available.

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Government of Himachal Pradesh
e-Registration Fee Receipt

Receipt No HP1417071702564
Issue Date 17-FEB-2017 15:52
ACC Reference NONSH/YES BANK LTD/BADDI
ESI Certificate No IN-HP020638194365220
Purchased By BRD EDUCATIONAL SOCIETY FOR EXCELANCE
Registration Fees Paid By BRD EDUCATIONAL SOCIETY FOR EXCELANCE
Property Description SCHOOL SITE AT EDUCATION HUB KALLUJHANDA
AREA 2687.00 SQMTR BADDI ON LEASE HOLD BASIS
Purpose Article 35 Lease

Particulars	Amount (Rs.)
Registration Fee	₹ 1,89,200.00
Misc Charges	₹ 10.00
Total Amount	₹ 1,89,210.00

(Rupees One Lakh Eighty Nine Thousand Two Hundred Ten Only)

Signature and Stamp of Issuing Authority



[Handwritten signature]

Statutory Alert :

This is a receipt of fees collected and should not be treated as receipt of Registration.
The authenticity of e-Registration Fee Receipt can be verified at website i.e.
<https://www.shcilestamp.com/Registration/> .



Deed No. 224
SUB REGISTRATION BADDI
DISTRICT SULLAN (H.P.)
20/02/17

[Handwritten signature]
Principal
BRD Public School
Kalu Jhanda (Baddi)

223

Deed No. 224/17
Dated 20-02-2017

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Himachal Government Judicial Paper.

1.	Total Lease Consideration Premium	Rs.94, 60,000/-
2.	Lease Rent	Rs.2, 687 /- per annum. for 1 st 33years
3.	Service Tax	Rs. 334/- per annum
4.	SBC	Rs. 13/- per annum
5.	KKC	Rs. 13/- per annum
4.	Stamp Duty: - 5% x Market Value x <u>(period of lease)</u>	Rs. 4, 68,500/-

100

LEASE DEED IN RESPECT OF SCHOOL SITE MEASURING 2687.00 Sqm. AT EDUCATIONAL HUB KALLUJHANDA (BADDI) DISTT. SOLAN (HP).

This indenture made this 10th day of November, 2016 (Two thousand sixteen) BETWEEN Himachal Pradesh Housing & Urban Development Authority (Constituted under the Himachal Pradesh Housing & Urban Development Authority Act, 2004) (Act No. 9 of 2004), through its Chief Executive Officer-cum-Secretary and the Authority vide item No. 20 (19) dated 25.10.2010 has authorized Executive Engineer to sign conveyance deed, lease deed & other documents on behalf of the CEO-cum-Secretary, Assistant Engineer Shri Sanjay Kumar Sub-Division Baddi has further been authorized to present the aforesaid documents for registration before the Registering Authority on behalf of the CEO-cum-Secretary (hereinafter called the Lessor which expression shall where the context so permits includes its/his successors, heirs and assigns) of the one part and B.R.D. Educational Society, (Regd.) C/O. Public School House No. 548, PH-II, Housing Board Colony Baddi, District Solan (HP) through Mr. R.D. Sharma, President of Society as per Resolution dated 16.9.2016 (Copy of Resolution dated 16.9.2016 attached) (hereinafter called the Lessee which expression shall where the context permits include his/her/their successors, legal representatives, heirs and permitted assigns) on the second part; and

WHEREAS the Lessees have applied to the Lessor for allotment of School Site measuring 2687.00 Sqm. at Education Hub Kallujhanda (Baddi) belonging to the Lessor, hereinafter described and Lessor has on the faith of the statements and representations made by the lessee accepted such application and has agreed to allot the said School Site to the lessees on 99 years lease hold basis as per this office allotment letter dated 7.11.2016 in the manner hereinafter appearing (attached).

Deed No. 224
SUB REGISTRAR BADDI
DISTRICT SOLAN (H.P.)
20/02/17

BRD Educational Society
Excellance, ...

CEO-Cum-Secretary
HIMUDA, Nigam Vihar,
Shimla-2

18

Rashmi
President

Contd...
SUB REGISTRAR BADDI
DISTRICT SOLAN (H.P.)

Principal
BRD Public School
Kallujhanda (Baddi)

No 1090679

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Himachal Government Judicial Paper
LEASE DEED (COMMERCIAL)

AND WHEREAS the lessee has agreed to pay the sum of Rs. 94,60,000/-
(Rupees ninety four lac sixty thousand) only
being the premium NOW THIS DEED WITNESSETH that for the purpose of carrying
into effect the said lease and in consideration of the covenants of the lessee hereunder
contained and of the said sum of Rs. 94,60,000/- (Rupees ninety four lac
sixty thousand) only paid by the lessee.

(A) As 25% of the premium (the receipt of which the lessee hereby acknowledges)
and the undertaking of the lessee to pay the balance premium in three yearly
instalments together with interest at the rate of 12% per annum from the date of
issue of allotment letter, the first instalment being payable on the 10th day of
 200 (as per schedule of payment mentioned in the allotment letter
attached).

(B) And of the rent hereinafter 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 commercial ~~plot/shop No.~~ School Site in Housing Colony at
locational Hub Kalyand (Baddi) containing by measurement as area 2687.00 Sqmt. or
thereabouts situate at C.H. Kalyand (Baddi) which plot /shop is more particularly
described in the plan filed in the office of the Estate Manager, HIMUDA signed
by the Estate Manager, HIMUDA on the 10th day of November
two thousand sixteen TOGETHER with all rights, easements and
appurtenances whatsoever to the said plot belonging or pertaining to hold the
premises hereby demised upto the lessee for 99 years from the date of allotment/
auction and thereafter to hold the same for such further period and on such terms
and conditions as the Lessor may decide and YEILDING AND PAYING
therefore yearly rent at the rate of 2 1/2% of the land cost for the first 33 years of
this lease and @ 3 1/4% of the land cost for the next 33 years and 5% of the land
cost for the remaining 33 years of the lease as fixed by the HIMUDA from time to
time. The rent shall start accruing from the date of issue of allotment letter/auction
namely the 7th day of November two thousand sixteen and shall
become due on the first anniversary of the date of issue of this letter of allotment/
auction and be payable by the 10th day of the following month, subject always to
the exception, 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
washings, earth oils and quarries in or under the plots and full right and power at
all time 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 surface of the plot or for

Sujatha
Principal
BRD Public School
Kalu Jhanda (Baddi)

Deed No. 274

SUB REGISTRAR BADDI
DISTRICT SOLAN

GEO-Cum-Secretary
HIMUDA, Nigam Vihar,
Shimla-2

SUB REGISTRAR BADDI
DISTRICT SOLAN

Redshaw
President

No 1090680

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Himachal Government Judicial Paper

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

II. The Lessee for himself, heirs, executors and administrators and assign covenants with the Lessor in the manner following, that is to say:-

1. The Lessee shall pay without demand unto the Lessor the yearly rent hereby reserved within the time here-in-before appointed and in the manner laid down by the HIMUDA.
2. The Lessee shall not deviate in any manner from the lay out plan nor alter the size of the plot whether by sub-Division, amalgamation or otherwise.
3. The Lessee shall within in a period of three years from the date of issue of allotment letter/ auction (and the time so specified shall be the essence of the contract) after obtaining sanction to the building plan with necessary designs, plans and specifications from the Estate Manager at his own expenses erect upon the plot and complete in a substantial and workman like manner commercial building with the requisite and proper wells, sewerage and drains and other conveniences in accordance with the sanctioned building plan and to the satisfaction of the Estate Manager.

4. (a) The Lessee shall not transfer or assign his rights in the site the building constructed thereupon without the prior consent of the Estate Manager. Such permission will not be given uptill the Lessee has paid full premium and the rent due under the lease upto date unless in the opinion of the Estate Manager exceptional circumstances exist for the grant of such permission and the proposed transferee undertakes to pay the balance of premium and rent in respect of this lease, provided further the lessee pays 25% of the premium at the time of auction to the Lessor as transfer charges before registering such sale or transfer.

Provided in the event of consent being given by the Lessor, the same shall be on the following terms:-

- (i) That the transfer of commercial sites, shop-cum-flat sites, shops, booths etc. shall be allowed to be transferred within the blood relations on payments of Rs. 5000/- as transfer charges and that the definition of blood relations shall be same as provided for Self Financing Scheme.
- (ii) That the transfer of the units to other than the blood relations shall be allowed on the payment of transfer charges at the rate of 25% of the premium at the time of auction.

4. (b) Notwithstanding anything contained in sub-clause (a) above, the Lessee

need No. 234 may with the previous consent in writing to the Estate Manager mortgage or

SUB REGISTRAR BADDI
DISTRICT SOLAN (HIMUDA, Nigam Vihar,
Shimla-2

BRD Education
Excellence Chandigarh

SUB REGISTRAR BADDI
DISTRICT SOLAN

Rashmi
President

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No. 1090681

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Himachal Government Judicial Paper

charge the plot of the building constructed or to be constructed thereon in favour of the Central Govt., State Govt., Life Insurance Corporation of India or any scheduled Bank for securing a loans to be advanced by them for constructing the building on the plot. Provided that in the event of the sale or for closure of the mortgaged or charged property the lessor shall be entitled to claim and recover 25% of the premium as aforesaid and the amount of the Lessor share shall be a first charge having priority over said mortgage or charge. The decision of the Lessor in respect of the said plot shall be final and binding on all parties concerned.

Provided further that the Lessor shall have the pre-emptive rights to purchase the mortgage or charged property after deducting 25% of the premium as aforesaid.

5. The Lessor's right to the recovery of 25% of premium at the time of allotment of and the pre-emptive right to purchase the property as mentioned here-in-before shall apply to an involuntary sale or transfer whether it be by or through an executing or insolvency court.
6. Notwithstanding the restrictions, limitations and conditions as mentioned in sub-clause 4(a) above, the Lessee shall be entitled to sublet the whole or any part of the building that may be erected upon the plot for the purpose of School site only on a tenancy from month to month or for a term not exceeding five years with the prior approval of the lessor.
7. Whenever the title of the lessee in the School site plot/shop/booth etc. is transferred in any manner whatsoever the transferee shall be bound by all the covenants and conditions contained herein and be answerable in all respect therefore.
8. Whenever the title of the lessee in the School site plot/shop/booth etc. is transferred in any manner whatsoever the transfer or and the transferee shall within three months of the transfer given notice of such transfer in writing to the Lessor. In the event of death of Lessee, the person on whom the title of the deceased devolves shall, within 3 month of the devolution, give notice of such or devolution to the Lessor. The transferee or the person on whom the title devolves, as the case may be, shall supply the Lessor certified copies of the document (s) evidencing the transfer or devolution.
9. The Lessee shall from time to time and at all time pay and discharge all rates, taxes, charges and assessments of every description which may at any time hereafter during the continuance of this lease be assessed, charged or imposed upon on the plot thereby demised or any building to be erected there upon the land lord or tenant in respect thereof.
10. All arrears of rent and other payments due in respect of the plot thereby demised shall be recoverable in the same manner as attracts of land

Pragathakur
 BRD Educational Society
 No. 224

REGISTRAR BADDI
 DISTRICT SOLAN (H.P.)
 20/02/17
 H.M.U.D.A., Nigami
 Shimla-2

SU:

DISTRICT SOLAN (H.P.)

BRD Educational Society For
 Extension, Chandigarh

Rashmi
 President

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No 1090682

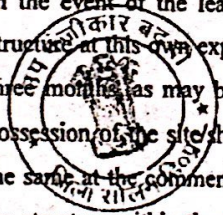
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Himachal Government Judicial Paper
revenue or under the HP Public Premises (Eviction and recovery of rent)

Act.

11. The Lessee shall in all respect comply with and be bound by the HIMUDA Building Rules⁴ made from time to time.
12. The Lessee shall not without sanction or permission in writing of the proper authority erect any building or make any alteration or addition to such building on the plot.
13. The Lessee shall not without the written consent of the Lessor carry on or permit to be carried on, on the plot or in any building thereon any trade or business what so ever of use the same or permit the same to be used for any purpose other than that mentioned in this lease deed or suffer to be done therein any manner whatsoever which in the opinion of the Lessor may be a nuisance, annoyance or disturbance to the Lessor and persons living in the neighborhood.
14. The lessee at all reasonable time grant access to the plot to the Estate Manager for being satisfied that the covenants and conditions contained herein have been and are being complied with.
15. The Lessee shall on the determination of this lease peaceably yield up the said plot and the building thereon unto the Lessor.
16. In the event of the lease being cancelled, the lessee shall remove the structure at his own expenses within such reasonable time not exceeding three months as may be prescribed by the Estate Manager, and restore possession of the site/shop/booths etc. in the condition in which he took the same at the commencement of the lease. If the lessee fails to remove the structure within the period mentioned above, the Estate Manger shall be competent to remove the same and recover the expenses incurred in doing so for the person whose lease had been cancelled or auctioned/allotted the site alongwith the structure and after deducting the market value of the site refund the balance to the lessee. The Estate Manager shall determine the market value and his decision shall be final and binding.

III If the yearly rent hereby reserved or any part thereof shall at any time be in arrears and unpaid within the period herein before mentioned, the Lessee shall be liable to pay a penalty not exceeding 100 percent (one hundred percent) of the amount due which may be imposed and recovered in the manner laid down by the HIMUDA from time to time or if it is discovered that this lease has been obtained by suppression 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 him under him of any of the covenants or conditions contained herein and on his



Jyathabhai
BRD Public School
Kala...

Deed No. 224
SUB REGISTRAR BADDI
DISTRICT SOLAN (H.P.)
20/02/17
GEO Cum-Secretary
HIMUDA, Nigam Vihar,
Shimla-2

SUB REGISTRAR BADDI
DISTRICT SOLAN (H.P.)
BRD Educational Society For
Excellence, Chandigarh
Rashmi

No. 1090683

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Himachal Government Judicial Paper

part to be observed or performed then and in any such case, it shall be lawful for the Lessor, notwithstanding the waiver of any previous cause or right for re-entry upon the plot hereby demised and the building thereon, to re-entry upon and take possession of the plot and the buildings and fixtures thereon and there upon this lease and every thing herein contained shall cease and determine and the Lessee shall not be entitled to any compensation whatsoever not to the return of any premium paid by him.

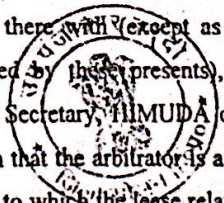
IV. Provided that notwithstanding any thing contained herein to the contrary the lessor may without prejudice to his right of re-entry as aforesaid and in his absolute discretion, waive or condone breaches, temporarily or otherwise on receipt of such amount and on such terms and conditions as may be determined by him.

V. No forfeiture or re-entry shall be effected until the Lessor has served the lessee a notice writing:-

- (a) Specifying the particular breach complained of: and
- (b) If the breach is capable of remedy a requiring the Lessee to remedy breach, and the lease 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 relive against forfeiture on such terms and conditions as he thinks proper.

VI. In the event of any question dispute or difference arising under these presents or in connection therewith (except as to any matter the decision of which is specially provided by these presents), the same shall be referred to the sole arbitrator of the Secretary, HIMUDA or any other person appointed by him. It will be objection that the arbitrator is a HIMUDA Officer, and that he has dealt with the matters to which the lease relates, or that in the course of his duties as a HIMUDA Officer, he has expressed view on all or any of the matters in dispute or differences. The award of the arbitrator shall be final and binding on the parties. The arbitrator may with the consent of the parties, enlarge the time, from time to time for making and announcing the award, subject as aforesaid the arbitration Act, 1940 and the rules made thereunder and any modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

VII. 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 Secretary HIMUDA and shall be considered as duly served upon the Lessor or any person claiming any right to the plot if the same shall have been affixed to any building or erection whether temporary or otherwise upon the plot or shall have been delivered at or sent by post to the then the plot or shall have been



Jayathalan
Principal
BRD Public School
Kalu Jhanda (Baddi)

SUB REGISTRAR BADDI
DISTRICT SOLAN (H.P.)

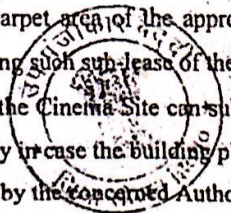
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SUB REGISTRAR BADDI
DISTRICT SOLAN (H.P.)
20/02/17
CEO-Cum-Secretary
HIMUDA, Nigad Vihar,
Shimla-2

BRD Educational Society For
Excellence, Chandigarh
P. S. Chauhan
President

Himachal Government Judicial Paper

delivered at or sent by post to the then residents, office or place or businesses or usual or last known residence, office or place businesses of the Lessee or such person.

- VIII. All powers exercisable by the Lessee under this lease may be exercised by the CEO-cum-Secretary, HIMUDA. The Lessor may also authorize any other officer to exercise all or any of the power exercisable by him under this lease.
- IX. In this lease the expression CEO-cum-Secretary, HIMUDA for the time being, or in case his designation is changed or his office is abolished, the officer who for the time being is entrusted whether or not in addition to other functions, with the functions, similar to those of the Secretary, HIMUDA by what ever designation such officer may be called. The said expression shall further include such officer as may be designated by the lessor to perform the functions of the Secretary, HIMUDA under this lease.
- X. The expression "THE LESSOR" and "THE LESSEE" here-in-before used shall where the context so admits, include in the case of Lessor his successors and assigns and in the case of the Lessee his heirs, executors, administrators or legal representatives and the person or persons in whom the lease hold interest hereby created shall for the time being be vested by assignment or otherwise .
- XI. The lessee shall not transfer or part with or alienate, assign his rights on the whole or any portion of the building constructed on the Cinema site without prior approval of the Lessor. Such approval to transfer the lease hold rights of the part portion of the building will not be given until and unless the Lessee has paid full premium and the rent due under the lease upto date and transfer charges @ Rs. 10/- per sq. ft. of carpet area of the approved portion of the building to the Lessor before registering such sub-lease of the part portion of the shops/built up area. The Lessee of the Cinema Site can sub-lease the built-up area constructed on the cinema site only in case the building plan of the constructed portion of the site has been approved by the concerned Authority.
- XII. This lease granted under the HIMUDA Act, 1972 as amended from time to time, rules and other regulations made thereunder from time to time, except otherwise mentioned herein.
- XIII. The Lessee is bound by the terms and conditions of the letter of allotment enclosed at Annexure-'A'.
- XIV. The words 'Estate Manager' and 'Estate Officer' where ever occurring in any document on the subject means the same officer.



BRD Educational Society For
Excellence, Chandigarh

Rishu
Respondent

SUB REGISTRAR BADDI
DISTRICT SOLAN (H.P.)

Jyotha Devi
Principal
BRD Public School
Kalu Shanda (Baddi)

Deed No. 824
SUB REGISTRAR BADDI
DISTRICT SOLAN (H.P.)
20/02/17

A
CEO-Cum-Secretary
HIMUDA, Nigam Vihar,
Shimla-2

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In WITNESS WHEREOF Sh. _____ for and on behalf of
and by the order and direction of the Lessor has here unto set his hand and Sh.
_____ the Lessee has hereunto
set his/her hand the day and year first above written.

WITNESSES:-

1. ✓ Signature with complete address.

10/11/16
Dharamdeep Singh (Son) *Wohra*
House No H-478 Ph-1 Pal Singh
Mohali - Punjab

Lessor
GEO-Cum-Secretary
HIMUDA, Nigam Vihar,
(BRI Manager)

2. ✓ Signature with complete address

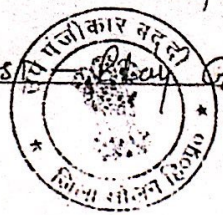
10/11/16
Slo Singh
No 3339
(Details of area and dimension)

Lessee
BRD Educational Society For
Excellence, Chandigarh

Rajinder
Prakash

ON NORTH - Boundary line
ON EAST - Boundary line
ON WEST - Road
ON SOUTH WEST - Boundary line
ON SOUTH EAST - Boundary Ground

Sketch as per
Dygs. enclosed.



Parvesh Kumar Nambardar

PARVESH KUMAR NAMBARDAAR
S/o RAJINDER
Mouja-8, Joda, Sheetalpur, Teh. Baddi,
Distt. Solan (H.P.)-173205

[Signature]
SUB REGISTRAR BADDI
DISTRICT SOLAN (H.P.)

Deed No. 224
SUB REGISTRAR BADDI
DISTRICT SOLAN (H.P.)
20/02/17

[Signature]
Principal
BRD Public School
Kain, Jhanda (Baddi)

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