



X

APPENDIX XI.
(Rule 40(3))

LEASE DEED.

(Applicable to government owned sites in the Delhi State revise terms.)

This Lease made this 30th day of November of the year One thousand- nine hundred and sixty ~~Five~~ Between the President of India (hereinafter called the lessor which expression shall unless the context required another and different meaning include his successors and assigns) of the one part and Shri Shola Nath S/o Shri Ganga Ram of M/54, Kalkaji N. Delhi (hereinafter called the lessee which expression shall, unless the context requires another different meaning to mean and include the said Shri Shola Nath his heirs, executors, administrators, representatives and permitted assigns) of the other part.

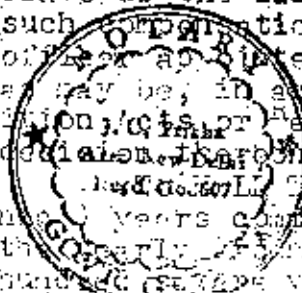
Whereas the lessor has agreed to demise to the lessee to the land described in the Schedule hereunder written upon the terms and conditions hereinafter appearing and contained.

Now; this indenture witnesseth that in consideration of the

cost of Rs.1925/- paid before the execution of these presents the receipt whereof the lessor hereby acknowledges and the rent hereafter reserved and of the covenants by the lessee hereinafter contained the lessor doth demise unto the lessee all that piece of land containing by admeasuring 1.75 sq.yds. or thereabouts situated in plot No.M/54 in Kalkaji N. Delhi which said plot is land red, together with all rights easements and appurtenances the same belonging save and except all mines and mineral produce and treasure, coal, petroleum, oil and quarries whatsoever in and within the said land with liberty for the lessor and his lessees, licencees, agents and workmen and all other persons acting on his behalf to dig, search for, obtain and carry away the same on making reasonable compensation to the lessee on account of disturbance or damage that may be caused thereby to the land or any building standing thereon and the compensation shall in case of dispute be determined by an arbitrator appointed by the lessor for this purpose, as nearly as may be, in accordance with the provisions of the Land Acquisition Act, 1894 or Regulations for the time being in force, whose decision thereon shall be final.

The said land is hereby leased unto the lessee for the term of 99 (Ninety nine) years commencing from 25.6.62 yielding and paying therefor the sum of Rs.1/- per annum at the rate of Rs.1/- per annum for every 1000 square yards or fraction thereof the Imperial Bank of

ATTESTED PHOTOGRAPH
NOTARY U. T. DELHI
11, CH 64, Mehboob Puri
Kirti Place, New Delhi



2 FEB 2001



(2)

(a) The lessee shall before any assignment or transfer of the said premises hereby demised or any part thereof obtain from the lessor approval in writing of the said assignment or transfer in the premium paid by him to the lessor and the market value of the land then prevailing for permitting such transfer. The lessor will, however, be entitled to claim, and recover the unearned increment in the value of land in the event of any subsequent transfer of the land by a transferee the amount so to be recovered being 50% of the unearned increment in the value of the land.

(b) The lessee shall before any assignment or transfer of the said premises hereby demised or any part thereof obtain from the lessor approval in writing of the said assignment or transfer and all such assignees and transferees and the heirs of the lessee shall be bound by all the covenants and conditions herein contained and be answerable in all respects therefor.

(c) The lessee can transfer the land after obtaining the permission of the Lessor aforesaid and the lessor will not share any unearned increment in the value of the land being the difference in the premium paid by him to the lessor and the market value of the land then prevailing for permitting such transfer. The lessor will, however, be entitled to claim and recover the unearned increment in the value of land in the event of any subsequent transfer of the land by a transferee the amount so to be recovered being 50% of the unearned increment in the value of the land.

In the case of any subsequent transfer the lessor shall have the preemptive right to purchase the premises as hereby demised and all the buildings and structures standing thereon after deducting 50% of the unearned increment as aforesaid.

(d) The lessor shall also have the right to revise the ground rent at the time of any assignment or transfer of the premises hereby demised subsequent to the first transfer of the premises as aforesaid. The revised ground rent payable in such case shall be at the rate of ten percent of the value of the land at the time of such transfer.

Provided further that in the case of any transfer or assignment of the lessor shall also have the right to revise the ground rent hereby received on the first day of January of the year following the year in which thirty years from the date of such subsequent transfer or assignment shall be complete and thereafter at the end of each successive period of not less than thirty years, provided that the increase in the rent fixed at each enhancement shall not at each such time exceed one half of the increase in the letting value of the site with its buildings at the date on which the enhancement is made and such letting value shall be assessed by the Collector or Deputy Commissioner of Delhi. PROVIDED always that any such assessment of letting value for the purpose of this provision shall be subject to the same right on the part of the lessee of appeal from the orders of the said Collector or Deputy Commissioner and within such time as if the same were an assessment of the Revenue Officer within the meaning of section 50 of the Delhi Municipal Revenue Act, 1937 (Act XVII of 1937) and the procedure in the same manner as in the case of such assessment.



(3)

(e) The ground rent will be payable in advance in half yearly instalments of on the 15th January and 15th July each year. The ground rent shall be payable for the full half year for the period from the date of purchase of the grant of a lease of the site on the 15th January or 15th July next ~~XXXX~~ following as the case may be and shall be paid by the purchase at once at the time of such purchase.

1. The lessee doth to the intent that the burden of the covenants may run with the said and may bind any permitted assignee thereof covenant with the lessor as follows.

(i) to pay the rent on the days and in the manner herein before appointed for payment thereof and also to pay all taxes, rates and assessments that now are or may hereafter during the said term be imposed upon the said land or buildings erected thereon or upon the lessor or the lessee, his permitted sub-lessee or assignee in respect thereof under any enactment for the time being in force.

(ii) Within the period of 24 calendar months next after the date of these presents the S.S. 64. From the S.S. 64. date of 1.6.64 for building on the site hereby ceded one building single storeyed containing one residential flat or double storeyed consisting of two or three residential flats in all with a balcony on top, as may be approved by the Chief Commissioner, Delhi may authorise in this behalf. The building shall be constructed with all necessary gutters, sewers, drains and other conveniences in accordance with a plan or plans to be approved in writing by the Chief Commissioner, Delhi may authorise in this behalf. And all the drains and sewers for the premises shall be constructed, laid and connected to the satisfaction of the Chief Commissioner and the appropriate Municipal authority and in such position as shall be directed by the said Chief Commissioner or as may be required by the said Municipal authority.

(iii) Before the buildings on the said site are occupied connect the same with the gravitating sewers and to lay on water to the said buildings in the manner directed by an officer appointed by the lessor in this behalf and to employ a plumber ~~XXXX~~ duly approved by the said officer to make and do all such connections and works provided that when the sewage or water systems are not extended to the said house quarter at the time and said buildings are occupied, the lessor shall, within 30 days from the extension of the sewer or water main to the said house quarter, connect gravitating sewer and lay on water in the manner and according to the instructions and through the agency above mentioned.

(iv) to maintain the premises and all building thereon in satisfactory condition according to the directions of the officer appointed by the lessor.

(v) not to erect more than one building single storeyed containing one residential flat or double storeyed consisting of one or two residential flats in all, with a balcony on top, as may be approved by the Chief Commissioner, Delhi or such officer or body as the lessor or the Chief Commissioner, Delhi may authorise in this behalf except such outhouses and servant quarter as may be approved by the lessor. Any servant quarter constructed by the lessor shall not without any written permission of the Chief Commissioner, Delhi be occupied or permitted to be occupied other wise than by the bona fide servants of the persons occupying the main building.



(4)

(vi) not without the written consent of the Chief Commissioner, Delhi to carry on or permit to be carried, on, on the said land and buildings erected thereon during the said lease any trade or business whatsoever or use the same or permit the same to be used for any purpose other than that the a single storeyed building consisting of one residential flat or a double storeyed building consisting of one or two residential flats in all, with a barsati on top, as may be approved for the locality or as provided in the building already erected, in the said land.

(vii) not to sub-divide the said land or building erected thereon or any part thereof without the prior permission of the lessor in writing.

(viii) not to do or permit anything in or upon the demised premises or any part thereof which may be or become a nuisance, annoyance or cause damage to occupiers of other property in the neighbourhood.

(ix) to register all changes in the possession of the whole of the said land or of the building erected thereon whether by transfer, succession or otherwise in the register kept in the office of the local authority having jurisdiction in the area in which the said land is situated (the expression local authority shall include the Delhi Improvement Trust) for this purpose within one calendar month from the respective dates of such changes (and if such changes are registered in the local sub-Registry under the Indian Registration Act, 1908 within one calendar month from all the date of registration in such sub-Registry and if the lessor shall without sufficient cause neglect to register such changes in the manner aforesaid with the lands officer appointed by the local authority for this purpose, the lessor may impose on him for each such case of neglect a penalty not exceeding Rs.100 and the lessor may in addition to the other remedies available to him under these presents enforce the payment of such penalties in the same manner as in the case of arrears of land revenue.

(x) that all persons acting under the orders of lessor shall be at liberty at all reasonable time in the day time during the said term to enter upon the said land or any building that may be erected thereon for any purpose connected with the lease.

(xi) the lessee and his successors and assignees shall on the determination of the lease on the expiry of the period of 99 years yield up the demised premises with all buildings erected thereon and landlord's fixtures thereto, provided that the lessor shall pay to the lessee the value of the said buildings and fixtures at the date of determination of the tenancy, such value to be determined in the absence of agreement, by a sole arbitrator agreed upon by both the parties or in the absence of such agreement by two arbitrators in accordance with the Arbitration Act, 1940 and any statutory modification thereof shall apply to any such arbitration. The lessor may however renew the lease of the land after the expiry of 99 years on such terms and conditions as considered necessary by the lessor.

(xii) during the period of the lease the premises are required for a public purpose or for any administrative purpose by



(6)

above written.

The schedule above referred to.

Signed by. Sd. Illigible
Seal.

for and on behalf of President of India
in the presence of.

1. _____ X
2. _____ X

House No. H-1/118
Lajpat Nagar, New Delhi

Area 100 sq. yds.

Plot No. H-1/118
Kallu ya H. S. S.

Signed by Sd. Illigible
the lessee in the presence of.

1. Sd. Illigible
2. Shyam Suresh, 17/01, 8th Colony,
Delhi-24.

Checked & found Correct.

Sd Illigible.
Seal.

29/11

