DELHI DEVELOPMENT AUTHORITY
Co-operative House Building Society

# Conveyance Deed

GPA/Sale Agreement Case

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This conveyance deed made of this
Two Thousand
excluded by or repugnant to the context be deemed to include his successors in office and assigns)
of the one part and Shri/Smt. Battay Sugh Slarma
of the one part and
son/daughter/with/withow of Shri. Porhly Dayal Starres
SUIT/Gaughter
R/O. Willege & P. O. Wangler, Delhi
through his/her Attorney Sh. Smt. P. Str. William de T. Sivigh Bhirder
son/daughter/wife/widow of Sh. P. n.t. Pal Swyth
R/O. B-36 LJC Colony, Pas China Vihar, New Della-63
he deemed to include his successors in office and assigner
Smt. Herra Physioles.
9 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1
son/daughter/wife/widow of Shri. Parxilladez Singly Blandez
R/o. 23.6. L. T. C. COLONY, Pas Univer Vibor, New Do Mi -6.3 hereinafter called the "Purchaser" (which expression shall unless excluded by or repugnant to hereinafter called the "Purchaser" (which expressors in office and assigns) of the third part.
R/o
the context be deemed to include his successors in office and assigns) of the third part.
WHEREAS the sub-lessee is a member of
House Building Society Ltd., and the said society was allotted land measuring  Acrese
Acrese Bignas Biswas
vide perpetual lease deed
of Dolbi/New Delbi as document No
Volume Noat pagestoon
dated
AND WHEREAS, by a Sub-lease Dated executed
one thousand nine hundred
between the above "Vendor" described therein as 'lessor' of the one part, the said Co-op.
Spoiety described therein as 'lessee' of the second part & above "member" described therein as

Sterona Bhinden

07/8/7
Sub-lessee' of the third part and registered onin addl. Book
Sub-lessee' of the third part and registered on
NoVolume NoVolume NoVolume No
to
and parcel of land measuring
Co-operative House pullding
the said Co-op House Building Society Ltd. was demised and assured unto the said Sub-Lessee
subject to the terms & conditions mentioned therein
AND WHEREAS the sub-lessee Sh./Smt. Rattan Singly Shewww.
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MARKANINE OF Sh Parkhy Daniel Charme
S/o/dayghter/Wite/Widow of Sh. Parabhy Dajal Charws  R/o. P. Villige & P. O. Marglo: Daller
had executed power of attorney on 1974 195 appointing Sh./Smt. 1974 nder Singly Blander appointing
had executed power of attorney of the China Chin
Sh./Sart
S/o/daughter/Wife/Widow of Sh. Int Rol Singh.  R/o.B. B. L. I. C. Calary Posching Villed North State of the as his/her attorney name of the
S/o/daughter/Wife/Widow of Sh
BOB-310 L. I. C. COLDIN YOSCHIM VILLE
Dalli Maki
last attorney authorising him/her to sell the said property on his/her behalf. AND whereas the sub-lessee had given the possession of the property to the purchaser and now said property is
in the possession of the purchaser.

AND WHEREAS representing that the said sub-lease is still valid and subsisting, the sub-lease through his attorney has applied to the Vendor to grant to the purchaser of reversionery interest of the Vendor in the demised property sub-leased out to him/her under the said-lease deed and the Vendor has agreed to sell the reversionery interest of the said demised property to the purchaser subject to the terms conditions appearing hereinafter.

(Rupee garta Own Mow This indentities of the receipt whereof the Vendor hereby admits and particles), the aforesaid representation and subject to the limitation mentioned hereinafter, the Vendor doth hereby grants, conveys, sells, releases and transfers, assigns and assures unto the aforesaid purchaser all the reversionary interest in the piece and parcel of land measuring. Secretain sequences of land measuring. Secretain sequences of land measuring sequences with the sequences of land measuring sequences. Secretain sequences are said property), more fully described in the Schedule hereunder together, with all remainders, rents, issues and profits thereof TO HAVE AND TO HOLD the same unto the purchaser absolutely and forever, SUBJECT TO the exceptions, reservations, convenants and conditions hereafter contained that is to say, as follows.

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- lying in or under the said property together with full liberty at all times for the Vendor, its agents and workmen, to enter upon all or any part of the property to search for, win, make merchantable and carry away the said mines and minerals under or upon the said property or any adjoining lands of the Vendor and to lay-down the surface of all or any or any part of the said of the said property and any building under or hereafter to be erected thereon making fair compensation to the purchaser for damage done unto him hereby, subject to the payment of land revenue or other imposition payable or which may become lawfully payable in repect of said property and to all public rights or easement affecting the same.
- "That notwithstanding execution of this deed, use of the property in contravention of the provisions of Master Plan/Zonal Development Plan/Lay-out plan shall not be deemed to have been conduned in any manner and Delhi Development Authority shall be entitled to take appropriate action for contraventions of Section-14 of Delhi Development Act or any other law for the time being in force.
- 3) The Purchaser shall comply with the building, drainage and other bye-laws of the appropriate Municipal or other authorities for the time being-in-force.
- 4) If it is discovered at any stage that this deed has been obtained by suppression of any fact or by any mis-statement, mis-representation or fraud, then this deed shall become void at the option of the vendor, which shall have the right to cancel this deed and forfeit the consideration paid by the purchaser. The decision of the vendor in this regard shall be final and binding upon the purchaser and shall not be called in question in any proceedings.

It is further declared that as a result of this present Purchaser from the date mentioned hereafter will become absolute owner in free possession of the said property and the Vendor doth hereby releases the Purchaser from all liability in repect of rent reserved by and the covenants and conditions contained in the said sub-lease deed required to be observed by the purchaser of the said demised property

The stamp duty and registration charges, upon this instrument shall be borne by the purchaser.

The transfer shall be deemed to have come into force with effect from the date of registration of this deed.

In witness whereof Sh./Smt. R. Swynder. Crower Atolas for and on behalf of and by the order and direction of the Vendor has hereunto set his/her hand Sh./Smt. Raylander. Swylander. Strander. Attorney of Suladessee Sh./Smt. Raylander. Sh./Smt. Haska Blander. Who Sh./Smt. Haska Blander.

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Freedom of India

Dema Bhinder

### THE SCHEDULE ABOVE REFERRED TO

in Block No. R
All that plot of land being the residential Plot No
in the lay out plan of Marthern Zone Insurance Employees CHBS.
and measuring
of thereabouts bounded as follow:
<ul> <li>More and norther parametrical corresponding and engineering and approximation.</li> </ul>
NORTH Sexuise Lava
EAST PLOT ON 35
SOUTH 80 At Wide Road
WEST Pot ma 37
Signed by Shri 2001, ndes Curer
LANGE PANN
for and on behalf of and by the order and directions of the President of India
Delhi Development Auticon
to a second of the second of t
C(VENDOR) of Incha
in the presence of :
The presence of the presence o
Signed by Shri/Smt. Rollingth Shinder Singh Bhinder Singh
Lil Colony Parchim Ni har M. D. 6.3
(Attorney Sub-Lessee)
In the presence of :
Shri/SmtSubhayh sheeler Recount
Mo the J. C. Rowert
A.C. II. / 47. 4 is Vilken New Tropan
그 그 그 아이들은 경우 사람이 얼굴하는 그리고 얼마하면 그렇게 되는 것같다. 그렇게 되었다. 그렇게 되었다.
(2) Shri/Smt. Sydish cherolet No Lewedler
A -308 shouth right
Signed by Sh./Smt.H.S.M. Bhikoles Sh. Pannisder Sigh Aliveder
Bhirder Pla B-36 LLC iday Paschimbhoot ND 63
Signed by SA/Smt.He. INC. BWholes. Colors Parmisder Sigh Bhirder. No. B-36, LLC (clary Paschin Khoar ND 63  Herra  (Purchaser)
Alex
(Purchaser)

J-101/11-12/U-3/5 C.DEED

#### and Detail

iehsil/Sub Tehsil Sub Registrar VII

Village/City

Paschim Vihar

Building Type

Place (Segment)

Paschim Vihar

Property Type

Residential

Property Address

House No.: B 36 Lic Cly,

Road No .: , Paschim Vihar

Area of Property

0.00

0.00

0.00

Money Related Detail

Consideration Value 82,000.00 Rupees

Stamp Duty Paid 3,280.00 Rupees

Value of Registration Fee 1,000.00

Pasting Fee 100.00 Ruppes

CONVEYANCE DEED (DDA)

Rupees
This document of CONVEYANCE Presented by:

Sh/Smt.

S/o, W/o

R/o

POI

in the office of the Sub Registrar, Delhi this 06/06/2013 day Thursday

between the hours of

Signature of Presenter

Executed and presented by Shri /Ms. POI

Registrar/Sub Registrar Sub Registrar VII Delhi/New Delhi

and Shri / Ms. Heena Phinder

Who is are identified by Shri/Smt/Km. Subhash Chander Rawat S/o W/o D/o 35. Rawat R/o DG II/274 -B Vikaspuri N.D.

and Shri/Smt./Km Jagdish Chander S/o W/o D/o Rewadhar R/o A 308 Shastri Ngr Delhi

(Marginal Witness). Witness No. II is known to me.

Contents of the document explained to the parties who understand the conditions and admit them as correct.

Certified that the left (or Right, as the case may be) hand thumb impression of the executant has been actived in my presence

Date 06/06/20136:00:45

Registrar/Sub Registrar Sub Registrar VII Delhi/New Delhi

Howa Dhinde

Reg. No.

Reg. Year

Book No.

2013-2014 15592

1



IInd Party



Witness

Ist Party

Ist Party

POI

**IInd Party** 

Heena Bhinder

Witness

Subhash Chander Rawat, Jagdish Chander Certificate (Section 60)

Registration No.15,592

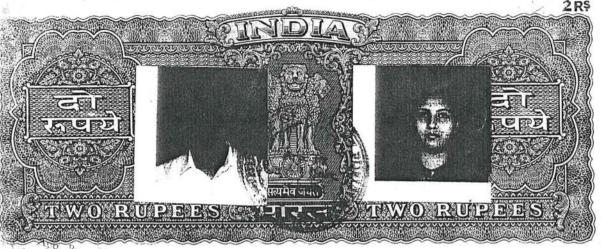
in Book No.1 Vol No 4,864

on page 29 to 31 on this date 06/06/2013 12:07:59 and left thumb impressions has/have been taken in my presence.

Date 06/06/201316:00:57

Sub Registrar Sub Registrar VII New Delhi/Delhi

day Thursday



### -: AGREEMENT TO SELL :-

This Agreement to sell is made at Delhi, on this day of April 1995, among: - Rattan Singh Sharma S/oShri parbhu Dayal Sharma, R/o VPC Nangloi, Delhi (hereinafter called the First party) AND

Smt. Henna Bhinder W/o Shri Parminder Singh Bhinder. R/o C-2/367, Janak Puri, New Delhi (hereinafter called the Second party).

The expression of the first party and the Second party shall mean and include their legal heirs, successors, administrators, executors and legal assigns etc.

AMERSAS the first party is the lessee/actual owner of residential Plot No. 36, in Block No. B, Situated in the layout plan of " NORTHERN ZONE IN TRANCE EMPLOYEES CO.CP. HOUSE BLDG. SUCIETY LETD., New Delhi, land measuring 106.48 Sq. Yds., situated at LIC Colony, Village Mangloi Syed, Delhi, with thelease hold rights of the land under the said property.

AND WHEREAS the First party has agreed to sell/transfer the said property for a sum of Rs. 4,50,000/-(Rs. Four lacs & fifty thousand only), unto the second party, and the secondparty has agreed to purchase the same from the first party, on the following agreed terms and conditions of this agreement to sell as under :-Moder Contd. . . . . 2 . . . .

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That the first party has delivered the vacant possession of the said property to the second party on the spot.

- 2. That the second party shall realise all the profits of the said property from the date of execution of this Agreement and the FIRST PARTY shall not demand any amounts from the ACCOMP PARTY.

  3. That the first party shall not get any claim, this or interests in the said property and the second party has become its sold and shall have a small the said property.
- and absolute owner and is at liberty to use and utilise the same in an manner.
- 4. That the first party hereby assures the SECOMD PARTY that the said property under sale is free from all sorts of encumbrances such as sale; mortgage, cift, lien, decree, acquirements, attachments lease etc. etc.
- That the FIRST PARTY hereby assures to the SECOND LARTY that all the dues, demands, lease money unearned increacements till date of this agreement shall be paid by me/us and thereafter by the SECOND PARTY.
- 6. That the FIRST PARTY has not entered into any sorts of agree-ments with any body for the sale or transfer of the said property.
- That all the expenses of the sale deed(s) shall be paid and borne by the SECOND PARTY.
- That all the previous documents in respect of the said property have been handed over by the FIRST PARTY to the SECOND PARTY.
- That whenever the wherever the presentation of the first party will be required for the completion of any acts, deeds and things regarding the said property, the FIRST PARTY will execute and present for the same.
- 10. That the SECOND PARTY shall be fully authorised to get the mutation effected in his/her/their own name on the basis of this agreements in the concerned record of MCD/Govt. Record or any other concerned authority.
- That if the FIRST PARTY violate the terms and conditions laid down in the Agreement to sell, the second party shall be entitled to get the sid trasaction be completed through the court of law under suit for specific performance of the costs, risks, and expenses of the FIRST PARTY.

IN NITHESSES WHEREOF both the parties have signed this AGREEMENT on the day, month and year first above written, in the presence of the following Witness:-

Aerra Phinder

### HILL:

This Deed of Last Will **樹龍nt** is made at Delhi, on this 19.4.95 Raitan ingh Sharma S/o Shri Prabhu Dayal Sharma R/ VPO. N after calledthe "TESTATCR").

Life is short and uncertain and God Knows when it may come to an end, hence I with my free will and without any undue pressure, compulsion, force fromothers, make this will, in my sound and disposing mind and good health.

WHEREAS the Testator is the actual owner and lessee of residential Plot No.36, measuring 196.48 Sq.Yds., in 3lock B, situated in the layout plan of NCRTHERN ZONE INSURANCE EMPLOYEES CG.CP. HOUSE BLDG. SCCIETY LTD., New Delhi, situated in LIC Colony, Village Nangloi Syed, Delhi, with the lease hold rights of the land under the said property.

I hereby bequeath that after my death theabove said property shall go and devolve in favour of Smt. Henna Bhinder W/o Shri Parminder Singh Bhinder R/o C-2/367, Janak Puri, New Delhi, to the exclusion of all my others, legal heirs and successors.

In case anyone raises any objection or challanges thiw-ill the same shall be treated as null and void.

IN TITNESSES WHEREOF I, have signed this Last will, after understainding the contents of the above, on the day, month and year first above whitten.

WITNESSES: -

MEHTA

S/o Sh. C.D. Mehta,

R/c D-43, Gujranwala Apart. Vikas Puri, NewDelhi

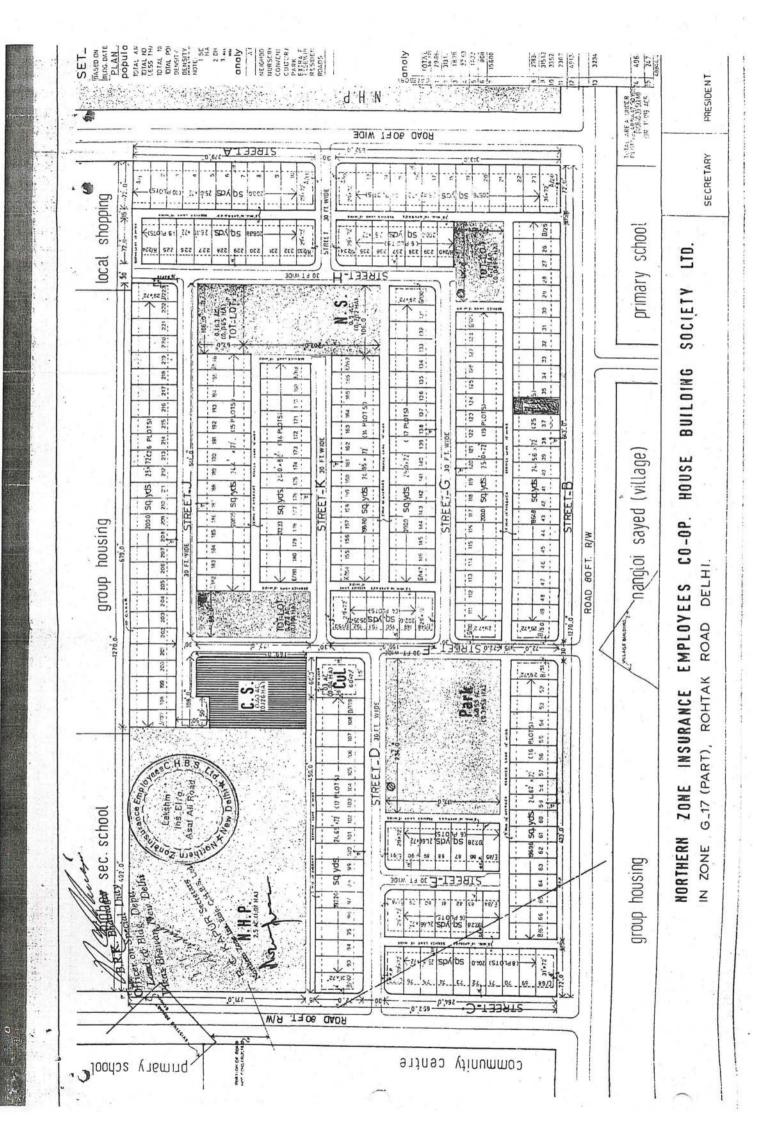
2. M. H. SHARMA ADVOCATE S. J. J. Jenakmeri. N. Delhi

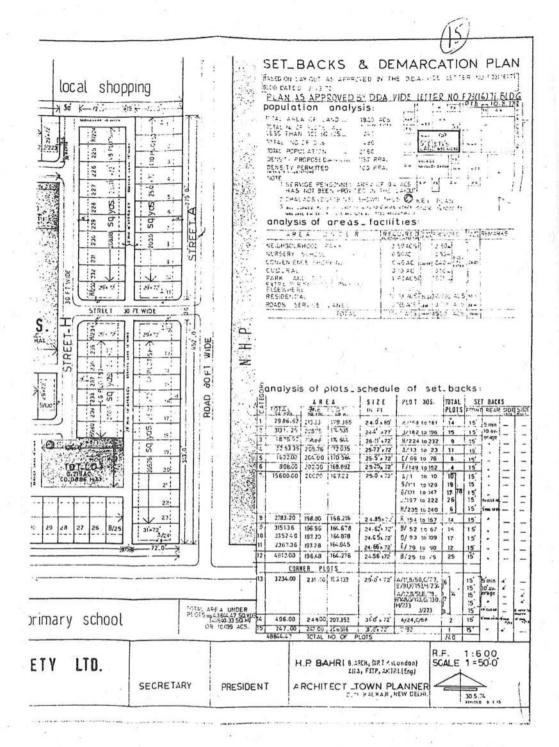
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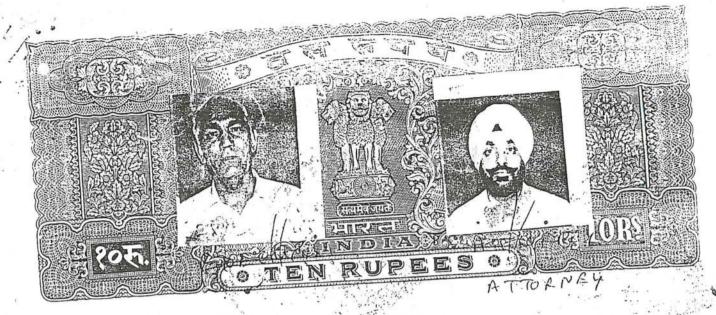
De No P94120632/14-12-2000 STADELL A Company of the Comp @ M. K. Shana (Ad)

ADVOCATE

5. Roll. Janakpurt. N. Dalha







## -: GENERAL 10 ER CE ATTCRNEY :-

Known all wer by these present that I, AARSWANDED Shri Parbhu Dayal Sharma A/o VPO. Mangloi, New Delhi, do o appoint, nominate, constitute and authorised to SH. PARI INSTR SINCH BRINDER 3/e Phri Frit Pal Singh Shinder, R/c C-2/367, Janak Puri, New Delhi, as my true and lawful General Attorney to do the following acts, deeds and things for me in my name and on my behalf, in respect of residential Plot No.36, in Block No. B, situated in thelayout plan of N'AT HERN ZONEL INSURANCE EMPLOYEES COLOP. HOUSE BUILDING SCCIETY LTD. New Delhi, land measuring 196.48 sq.yds., situated at LIC releny, will. Nangloi Syed, Derbi, with he lesse hold sights of the land under the talk property, by virius of respects. der C Regd. No.4660, in Add. Boo. No.1, Vol. No.3179, on part. 88 to 100, before S.R.II, New Delhi, on dt. 22.8.78). ( which now I have transferred all rights, titles or interests by way of PCTER OF AVERALEY andhence the PCTER OF ATTITIEY as on/endi-

AND MERCAS for management, control, lookafter and opervision the sad property, I, the Executant do hereby appoint, nominate and constitute my said attorney, to do the following acts, deeds and things for me in my name and on my behalf, as under the

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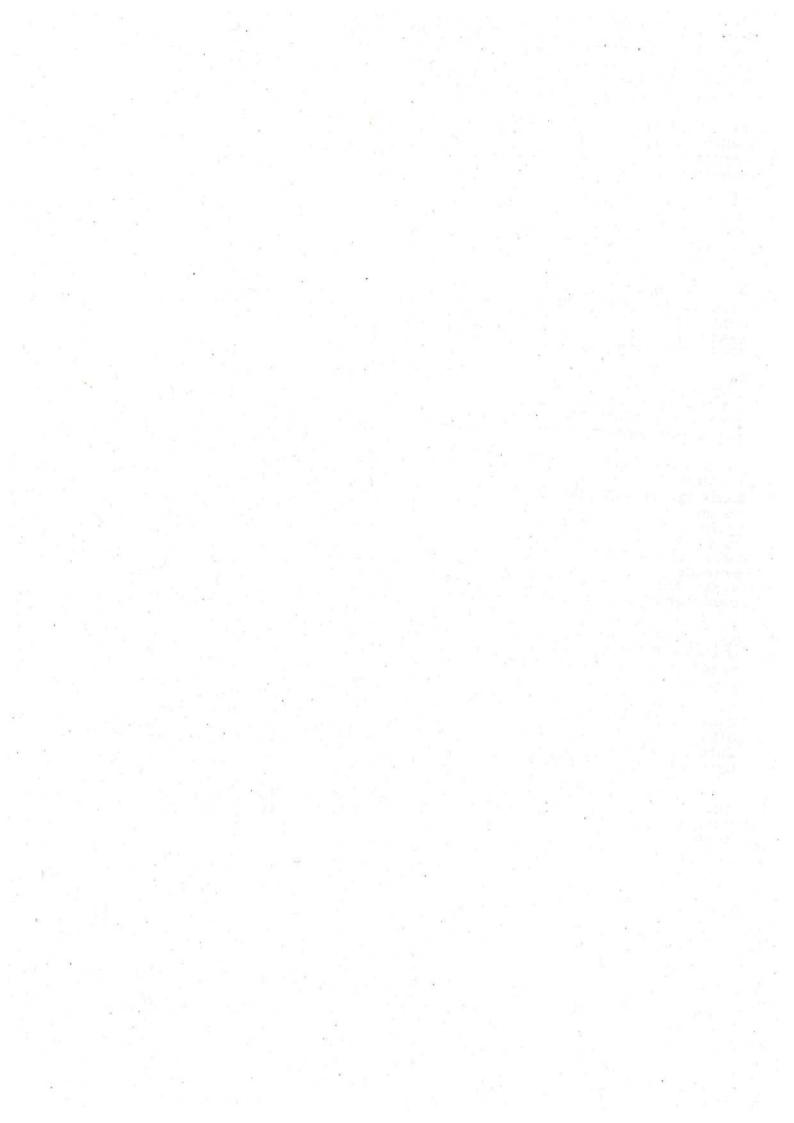
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A 11761 19/hlh Kattan GiAn 8h-BU MED CONTROL to and best one one first of the best of the bush in the case of the Veryder(8) (e) Lesses (s) who is are indeptill The second secon Comment of the Commen 1 N12000 60 - 14-120622 15/9/25

- 2. To pay and obtained little, that it is penalties, other monies, levies, local taxes, taxes, rates, water penalties, other monies, levies, local taxes, taxes, rates, water and electricity charges and all other charges or taxes and also to and electricity charges and all other charges or taxes and also to apply and receive the lumbs of taxes payments made regarding the above said taxes, charges etc. to the concerned Department(s) and/or Authority(s).
- 3. To apply and get water, electric light, electric power, sewer connection and other searvices and/or to get the Chand of Name effected and/or any job carried out from the Authorities/Deptts. concerned.
- 4. To apply and get any or all commensation amount if awarded in respect of the above said property on acquisition by the authorities /Department concerned to let out the said property on many, to realise the ront(s), to grant receipt(s) and, or to fill saids acceptable ejectment of Tenant(s), cocupiab(s) and/or for recevery of runt(s).
- 5. To apply and get No Objection Certificate(s), Income Tax Certificate(s), Sale permission under Urban Land (C&R) Act, 1976 and other connected sale permission(s) required for the registration of transfer Deads) under the various laws, from the offices of the concerned authorities and/or Departments.
- 6. To sign, execute and get lease/sub. Lease, rectification and on Supplement Deed(s) executed from the LESSCR L.G/or the SELIER, to get the same stamped from the collection of stamps, to present the same for registration and to get the same registered with the Sub. Registrar concerned and to admit the execution thereof,
- 7. To negotiate and agree to and, or to enter into an Agreement(s) to and/or to sell, Mortgage, Gift, Relinquish, Convey, Assign, Exchange or otherwise transfer said property or any portion thereof to such person(s) and/or positions and/or such consideration(s) and upon such terms and conditions and/or for such (names). And to collect and receive the consideration(s) the collect and receive the consideration(s) the valid remains there against AND to get the Decaptor Registrar concurred for present the same before the Registrar/sub. Registrar concurred for Registration, to admit the execution thereof and to get the Decaptor registered from the said office.
- 8. To deliver possession, actual or constructive, as the case may be, in such manner, as may he feasible to the purchaser or proposed purchaser and to accept of take possession of such preperties obtained or to be obtained in exchange wither in part or full payment of the consideration payable in respect of the said processing.
- 9. To apply and appear before the grand Govt. Administration, Central Govt., Local Self Jovt., Statutory Authority(s) and/or any Other Authority, concerned with the said property for conversion into free hold from leass and/or for transfer/sale and get, the said into free hold from leass and/or for transferred in the name of property converted into free hold and transferred in the name of the purchaser and/or intending purchaser(s).
  - 10. To apply and get mutation carried out in favour of the purchaser or the intending purchaser(s and/or transferee(s) and to appear before such aut soit (s) not sated with the nutation and to give any or as which the second contact of the contact of the second contact of the contact of the

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- 11. To apply and get the extension for the construction of bull to get the construction and/or renovation plans sanctioned and/or ammended from the Department/Authority concerned.
- 12. To lookafter and supervise the construction and/or renovation to purchase building material, to engage labour, and to make payment in respect thereof and/or any other payments connected to the construction/renovation work.
- 13. To apply and get completion and occupancy certificate, all other certificates if any in respect of the above said property from authority/department concerned.
- 14. To appoint any Arbitrator(s) and/or Umpire(s), to accept the Award(s) of the said Arbitrator(s) and/or Umpire(s) and to file application, affidavit, suit etc. in the Court(s) against the said award(s) of the Arbitrator(s) and/or Umpire(s).
- 15. To invest the said property in any business, to carry out any business at the said property and/or to transfer the said property in favour of the other partner(s) and/or craditor(s) and to execute any transfer, release, dissolution deed and get the same registered with the Sub. Registrar/Registrar concerned and also to admit the execution thereof.
- 16. To sign, verify, appear, present and persus all kind of suits, applications, affidavits, reviews, revisions, petitions, appeals, notices etc.etc. in all the Courts and Department concerned from Lower to Highest Jurisdiction and to compromise on any matter in and/or outside the Court/Department.
- 17. To give in respect of and/or the purpose(s) of any/or in the exercise of any of the powers herein contained or that may become necessary to be performed at any stage, such as any indemnities, undertakings, affidavits, applications, bonds, securities etc. etc. undertakings, affidavits, applications, bonds, securities etc. etc. as the said General Attorney(s) may absolute descretion deem fit and as the said General Attorney(s) may absolute descretion deem fit and proper AND also to sign, file, execute and/or all papers, deeds, proper AND also to sign, file, execute and/or all papers, deeds, decuments, suits, defences, written statements, replies, applications, revisions, appeals, declarations and other things, what contains any be required before any/or all Jourts, Departments concerned, from lowest to highest jurisdiction.

AND ALSO GENERALLY to do all other acts, deeds and things which have not been specified above but which may become necessary to be performed at any stage by the said General Attorney(s).

18. To appoint and remove further Attorney(s), Advocate(s)Chartered Accountant(s), Legal practitioner(s), pleaser(s), Caretaker(s), Manager(s etc.etc. and to delagate powers which are necessary and deem fit and proper oby the said General Attorney(s).

I/We do hereby ratify and confirm that all nots, added an things done by my said General Attorney(s) shall be binding upon me/us in all respects.

IN WITNESS WHEREOF, I/We the EXECUTANT(s) have put my/our hands on this power of Attorney at of the following witnesses:

1. (A.95)

WITNESSES:

1. (A.95)

SIECUTANT(S)

VIJAY MEHTA S/o Sh. C.D. Mehta, R/o D-43, Gujranwala Apart. Vikas Puri, New Delhi.

M. R. SHARMA

SB Q

(3)

केवल कार्यालय के प्रयोग के लिये For Official Use Only



दिल्ली प्रशासन DELHI ADMINISTRATION

(भूमि तथा भवन विभाग) (Land and Building Department)

PERPET AL SUB-LE SE

Lakshmi
Ins. Bl/g
Asaf All Road

New Delh\\*

(भवन निर्माण सहकारी समितियाँ श्रविकसित भूमि)

दिल्ली प्रशासन

(भूमि ग्रौर भवन विभाग)

शाश्वत उप-पट्टा

एक पक्षकार के रूप में भारत के राष्ट्रपति (जिन्हें इसमें इसके पश्चात् 'पट्टाकर्त्ता' कहा गया है) ग्रीर दूसरे पक्षकार के रूप में जो दिल्ली संघ राज्य क्षेत्र में यथा प्रवृत्त वाम्बे कोग्रापरेटिव सोसाइटीज ऐक्ट, 1925 के ग्रधीन रिजस्ट्रीकृत सोसायटी है, जिसका कार्यालय

स्रोर यतः पट्टे के स्रधीन पट्टेदार ऐसे प्रीमियम स्रौर विश्वक किराए पर जिसे पट्टाकर्त्ता नियत् करें एक स्रावासी प्लाट पट्टेदार के प्रत्येक ऐसे सदस्य को, जिसे दिल्ली के उपराज्यपाल (जिन्हें इसमें इसके पश्चात् 'उपराज्यपाल' कहा गया है) स्वीकृत करें, उप-पट्टे पर देगा।

श्रीर यतः उप-पट्टेदार ने श्रावासी प्लाट का शाश्वत उप-पट्टे के लिए पट्टेदार से आविदन किया है और पट्टेदार उप-पट्टेदार के कथनो और श्रभ्यावेदनों पर विश्वास करते हुए पट्टा देने के लिए सहमत हो गया है तथा पट्टाकर्त्ता आवासी प्लाट के शाश्वत उप-पट्टे का अनुमोदन करने के लिए सहमत हो गया है।

ग्रीर यतः पट्टेदार के ग्रावेदन पर पट्टाकर्ता ने इस विलेख के निष्पादन से पूर्व, प्रारम्भ में प्रीमियम के रूप में संदत्त की जाने वाली रक्षम नियत कर दी है (ग्रीर पट्टाकर्ता तत्पण्चात इसमें इसके पण्चात् ग्रन्तिविध्य प्रसंविदाओं में यथा उपबंधित प्रीमियम के रूप में संदेय श्रातिरिक्त राणि या राशियां नियंत करेगा) ग्रीर एतद द्वारा उप-पट्टे पर दिए ग्रावासी प्लाट का वार्षिक किराया नियंत कर दी/दिया है।

श्रौर यतः उप राज्यपाल ने उप-पट्टेदार को स्वीकृत कर दिया है।

·B'

(House Building Cooperative Societies Undeveloped land)

### DELHI ADMINISTRATION

(Land and Building Department)

### PERPETUAL SUB LEASE

THIS INDENTIFE made this Sixteenth	
day of Suguet Eight one thousand nine hundered	
and several se	
BETWEEN THE PRESIDENT OF INDIA (hereinafter called "the Lessor") of the one part and Northern Zone Insurance Employees o-operative	
House Building Society Ltd., New Delhi	
a society, registered under the Bombay Cooperative Societies Act, 1925, as in force in the Union Territory of Delhi and having its registered office at Lakshmi Insurance Bldg., As af Ali Road, New Delhi	
Lakshill Institution bidg., and all now, now settle	Muson
- Ilian	
ereinafter called "the Lessee") of the second part and Shri/Shrimati Retten Singh	
Sharma S/o Shri Parbhu Dayal Sharma r/o Village & P.O. Nangloi,	· W
Delhi	\ \var_1
	( M.)
(hereinafter called "the Sub-Lessee") of the third part.	M
WHEREAS BY A LEASE executed on the 24th werthfrouthday of one thousand nine hundred	12
and Seventy Seven and registered in the office of the	of and in
Registrar/Sub-Registrar, Delhi/New Delhi (hereinafter called "the lease") the Lessor	10- pm
demised unto the Lessee in perpetuity the residential plots as mentioned therein.	
AND WHEREAS under the Lease the Lessee has to sub-lease, on such premium	
and yearly rent as may be fixed by the Lessor, one residential plot to each of the members	
of the Lessee who may be approved by the Lt. Governor of Delhi (hereinafter called "the	
Lt. Governor").	
Lt. Governor'').  AND WHEREAS the Sub-Lessee has applied to the Lessee for the grant of a perpe-	-
Lt. Governor").  AND WHEREAS the Sub-Lessee has applied to the Lessee for the grant of a perpetual sub-lease of a residential plot and, on the faith of the statements and representations	1
Lt. Governor").  AND WHEREAS the Sub-Lessee has applied to the Lessee for the grant of a perpe-	-

AND WHEREAS the Lt. Governor has approved the Sub-Lessee.

hereby sub-leased.

AND WHEREAS on an application by the Lessee the Lessor has fixed the amount to be paid initially towards premium before the execution of these presents (and the Lessor shall fix subsequently additional sum or sums payable towards premium as provided in the covenants hereinafter contained) and the yearly rent of the residential plot

अतः अव स	् इकरारनामा इस बात का साक्षी है कि इस विलेख के निष्पादन के
६० (केवल	— ह० (केवल-————————————————————————————————————
इसके दारा स्तीका	र्पण (नेपण — रूपयं) श्रीर विकास के लिए — रूपएं) उप-पट्टेवार के पट्टेवार को संदाय के (जिसकी प्राप्ति प
योग में जी नर्	र करता है) और इसमें इसके पश्चात् आरक्षित किराए के तथा उप-पट्टेदा विदाओं के, जो इसमें इसके पश्चात् आरक्षित किराए के तथा उप-पट्टेदा
द्वारा उप-पट्टदार	हो उस समस्त भूमि का प्लाट, जो———————————
के प्रधिनाम नेकां	
जिसकी नगर	में ब्लाक सं०———में आवासी प्लाट सं०————है ——क्षेत्रफल का इसके लगभग है ग्रीर जो———————
वित्रका नाप-	क्षत्रफल का इसके लगभग है ग्रीर जो
	1.
× c •	
म स्थित है तथा ज	ग्रावासी प्लाट इसमें नीचे दी गई ग्रनुसुची में ग्रधिक विशेष रूप से वर्णि
तथा ग्रार ग्रधिक स	जानाता स्वाट इसमें नीचे दो गई ग्रमुखों में ग्रधिक विशेष रूप से वर्णि ाष्ट्रता के लिए जिसकी सीमाएं इस विलेख के साथ उपाबद्ध रेखांक गैर इस पर लाल रंग में दिलाई कई है (Co.)
ग्रीकृत की गई है।	ीर इस पर लाल रंग से दिखाई गई है (जिसे इसमें इसके पश्चात् 'ग्राह उसके समस्त ग्राहकारों ग्राहकारों
प्लादें कहा गया है।	उसके समस्त अधिकारों, सुखाचारों तथा अनुलग्नों सहित जो :
पानामी ना ने	उत्तर समस्त आधकारा, मुखाचारी तथा अनुलग्नों सहित जो
अध्यक्ष्या प्लाटक ह	या उससे संलग्न है (पट्टे में प्रन्तिविष्ट ग्रपवादों ग्रौर ग्रारक्षणों के ग्रा
रहते हुए) इसलिए	सके द्वारा पट्टेबार उप-पट्टा करता है श्रीर पट्टाकर्ता इसलिए इसके द्वारा उप- है कि उप-पट्टेबार अपने को स्कार
का <sup>्</sup> अनुमोदन करता	है कि उप-पटेटार मणने को उपने
लए १	है कि उप-पट्टेर अपने को इसके द्वारा पट्टा किए गए परिसर को उ
ਹੈ ਸੀ	ह कि उप-पट्टदार अपने को इसके द्वारा पट्टा किए गए परिसर को उ रु० (केवल
- (	-क्रिका कि
क (पहलास दा गई	राशि और ऐसी अन्य राशि या राशियों के, जो इसमें इसके पश्चात् अति के अधीन प्रीमियम महे इसके पश्चात् अन्तरि
सिविदाश्री ग्रीर शत	के अधीन प्रीमियम महे इसके पण्चात दी जाए। उन्हें न
थिवा ऐसे अन्य व	के अधीन प्रीमियम मद्दे इसके पश्चात् दी जाए) ढाई प्रतिशत की दर
स्थिमि इसके पश	दित किराये का जो इसमें इसके पश्चात् दो जाए) ढाई प्रतिशत की दर दित किराये का जो इसमें इसके पश्चात् अन्तर्विष्ट प्रसंविदाओं और श्
ममान गर्भवाधि	ति निर्धारित किया जाए ग्रीर जिसमें से समस्त कटौतियां घटा दी हात् निर्धारित किया जाए ग्रीर जिसमें से समस्त कटौतियां घटा दी हा संदायों में, प्रतिवर्ष जनवरी के प्रथम दिन ग्रीर जुलाई के प्रथम ि त कार्यालय में या इस प्रयोजन के जिल्हा की
रेक्ट के कि	ा सदाया म, प्रातविष जनवरी के प्रथम दिन ग्रीर जलाई के प्रथम f
हुपार के राजस्ट्राकु	ा तथाया ने, प्रातविष जनवरा के प्रथम दिन ग्रीर जुलाई के प्रथम ि त कार्यालय में या इस प्रयोजन के लिए पट्टेवार द्वारा समय समय पर है। त किसी ग्रन्य स्थान में संदाय करके एक स्वारत है है
चित किए जाने वा	किसी अन्य स्थान में संदाय करके एक हजार नौ सौ——————————————————————————————————
/क <del>ोके</del> -	हजार नौ सौ——————————————————————————————————
प्रथम संदाय एक	हजार नौ सौ——————————————————————————————————
र एक द्वजार नी	के ने
1 <del>2)</del>	ल/कादिन से एक हजार नौ सौ
1401	हजार ना सा—क/को—के प्रथम दिन किया जाए  ते —के/को——दिन से एक हजार नी सौ——  दिन तक किराया जो——रु० (केवल——  होगा और ढाई प्रतिशत की हुए से एक हजार नि
————— <u>£</u> 0)	होगा और ढाई प्रतिशत की दर से भू-किराया [एक हजार नौ सी————————————————————————————————————
<del></del>	
<del></del>	के
लेख के निष्पादन है	्वित तक यहां ऊपर वर्णित प्रीमियम का ढाई प्रतिशत इ
haa-	पूर्व संदत्त कर दिया गया है ग्रीर ग्रागे उप पट्टेदार————————————————————————————————————
हा ऊपर वीणत हर	से अर्ध-वाधिक संदायों के रूप में देय होगा।
	N N 1820 WWW 1

इस पट्टे में ग्रीर इसमें इसके पश्चात् ग्रन्तित्रिष्ट ग्रपवादीं, ग्रारक्षणों, प्रसंविदाशी ग्रीर शर्सी के सर्वेदा ग्रधीन रहते हुए, ग्रथीत:——

 पट्टाकर्ता श्रावासी प्लाट में या उसके नीचे की सभी खानों, खनिजों, कोयला स्थण क्षालन खनिज तेल तथा खदानों, को श्रावासी प्लाट की सतह के लिए या उस समय उस पर बन

COUTAT

(23)

and fifte paise	NOW THIS INDENTURE WITNESSETH that, is consideration of the Sub- persessee having paid to the Lessee Rs. 3602.15 (Rupees Three thousand six hundred only) towards premium and Rs. 5599.70 (Rupees Five thousand five
-	hundred ninety nine and paise seventy ————————————————————————————————————
	Lessee hereby acknowledges) and of the rent hereinafter reserved and of the covenants
	on the part of the Sub-Lessee hereinafter contained, the Lessee doth hereby sub-lease
	and the Lessor doth hereby confirm unto the Sub-Lessee ALL THAT plot of land being
	the residential plot No. 36 Block No. B
	in the lay-out plan of Northern Zone Insurance Employees
	Co-operative House Bldg., Society Ltd., New Delhi
	containing by admeasurement an area of 196.48 Sq. Yds.
	or thereabouts situate at Village Nangloi
	Syed, Delhi
	-
	which residential alors in the state of the
	which residential plot is more particularly described in the schedule hereunder written and with boundaries thereof for greater clearness has been delineated on the plan annexed
	to these presents and thereon coloured red (hereinafter referred to as "the residential
	plot") TOGETHER with all rights, easements and appurtenances whatsoever to the said
	residential plot belonging or appertaining (subject to the exceptions and reservations
	contained in the Lease) TO HOLD the premises hereby sub-leased unto the Sub-Lessee
	in perpetuity from day of haven
	one thousand nine hundred and seventy eight will DING AND
	PAYING therefor yearly rent payable in advance of Rs. 1/-
	(Rupees One
	only) upto the 6th (Sixth) day of January one thousand nine
	hundred and Seventy Seven and thereafter at the rate of two and a half per
	cent of the premium (the sum already paid and such other sum or sums hereafter to be
38	paid towards premium under the covenants and conditions hereinafter contained) or such other enhanced rent as may hereafter be assessed under the covenants and conditions
	hereinafter contained clear of all deductions by equal half-yearly payments on the first
	day of January and the first day of July in each year at the registered office of the Lessee
	or at such other place as may be notified by the Lessee for this purpose, from time to time
	the first of such payments to be made on the first day of July
	thousand nine hundred and Seventy Six and the rent amounting to
	Rs. —— (Rupees Five only) from Seventh day of
	one thousand nine hundred Seventy Twombo 6th Say H.
	day ofone thousand nine hundred Seventy Seventy ground
	tent at the rate of two & a half nor cont [2] 9/ of the array in the
	11011 1011 1011 1011 1011 1011 1011 10
	nine hundred Seventy Eight in a large of Jennary one thousand and the sub-lessee has agreed to you first a many lessee has agreed to you first a many one thousand and the sub-lessee has agreed to you first a many first and the lessee has agreed to you first a many first and the lessee has agreed to you first a many first and the lessee has agreed to you first a many first and the lessee has agreed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you first and the lessee has a greed to you f
	(Rupees Ninety and paise fly), payable by half yearly payments as herein mentioned above.
	Subject always to the exceptions, reservations, covenants and conditions contained
	the checking, reservations, covenants and conditions contained

Subject always to the exceptions, reservations, covenants and conditions contained in the Lease and hereinafter contained, that is to say, as follows:—

1. The lessor excepts and reserves unto himself all mines minerals, coals gold-washing earth oil and quarries in or under the residential plot, and full right and power at all,

हुए किसी भवन के लिए कोई उध्यार्धार प्राधार उपलब्ध किए या छोड़े बिना, खोजने, काम करने, प्राप्त करने, हटाने और उनका उपभोग करने के प्रयोजन के लिए प्रावश्यक या समीचीन सभी कार्य थ्रीर बातें हर समय करने के सारे अधिकार श्रीर शक्ति को श्रपवादित करता है श्रीर अपने लिए थ्रारक्षित रखता है। परन्तु सर्वदा यह कि पट्टाकर्ता इसके द्वारा श्रारक्षित प्रधिकारों या उनमें से किसी के प्रयोग से प्रत्यक्षतः हुए समस्त नुकसान के लिए पट्टेदार और/या उप-पट्टेदार को यथोचित प्रतिकर देगा जिसका वह हकदार हो सकेगा।

II. उप-पट्टेदार ग्रपनी, ग्रपने वारिसों, निष्पादकों, प्रशासकों ग्रौर समनुदेशितियों की ग्रीर से पट्टेदार से निम्न प्रकार से प्रसंविदा करता है, ग्रथीत्:--

(1) उप-पट्टेदार को आवासी प्लाट की बाबत प्रीमियम के तौर पर इतने समय के अन्दर इतनी अतिरिक्त राशि या राशियां संदत्त करेगा जो पट्टेक्ती द्वारा, भूमि अर्जन कलक्टर द्वारा अधिनिर्णित प्रतिकर के मद्दे निर्देश पर या अपील में अथवा पट्टे के खण्ड 2 के उपखण्ड (1) और (6) (क) में यथा उल्लिखित दोनों पर, बढ़ा दिए जाने के कारण विनिश्चत और नियत की जाएं और इस निर्मित पट्टाकत्तों का विनिश्चय अन्तिम होगा तथा उप-पट्टेदार और पट्टेदार पर बाध्यकर होगा।

(१२) उप-पट्टेदार इसके द्वारा ब्रारक्षित वास्तविक किराया का पट्टेदार को संदाय इसमें इसके पूर्वभ नियत दिन को ब्रीर रीति से करेगा।

अप-पट्टेदार अभिन्यास रेखांक में किसी रीती से परिवर्तन नहीं करेगा और आवासी प्लाट के अस्तिर की चाहे अपिक्काजन द्वारा, समामेलन द्वारा या अन्यथा परिवर्तित नहीं करेगा।

The (4) जप-पहर्टदार सभी समयों पर ऐसी सभी प्रसंविदाओं और शर्तों का, जहां तक वे जिसे जिन्दा किए गए आवासी प्लाट पर प्रभाव डालती हों और उससे संबंधित हों, जो पालन और अनुपालन किए जाने के लिए पट्टेदार या उप-पट्टेदार की ओर से इसमें अन्तर्विष्ट है, बद्दी तक पालन और अनुपालन करेगा।

- (6)(क) उप-पट्टेदार, ऐसे किसी व्यक्ति को, जो पट्टेदार का सदस्य नहीं है, सम्पूर्ण ब्रावासी प्लाट या उसके किसी भाग को, किसी रूप में या रीति से वेनामी या ग्रन्थथा न वेचेगा, न अन्तरित करेगा, न समनुदेशित करेगा और न उसके कब्जे को ग्रन्थथा अपने से अलग करेगा।
- (ख) उप-पट्टेदार, पट्टाकर्त्ता को पूर्व लिखित सहमित के विना जिसका वह पूर्णतः श्रपनं विवेकाधीन इन्कार करन के लिए हकदार होगा, पट्टेदार के किसी श्रन्य सदस्य की सम्पूर्ण श्रावासी प्लाट या उसके किसी भाग को न तो बेचेगा, न श्रन्तरित करेगा, न समनुदेशित करेगा श्रीर न उसके कब्जे को श्रन्यथा श्रपने से श्रलग करेगा:



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 leaving any vertical support for the surface of the residential plot or for any building for the time being standing thereon provided always that the Lessor shall make reasonable compensation to the Lessee and/or the Sub-Lessee as may be entitled for all damages directly occasioned by the exercise of the rights, hereby reserved or any of them.

- II. The Sub-Lessee for himself, his heirs, executors, administrators and assigns covenants with the Lessee and the Lessor in the manner following, that is to say:—
- (1) The Sub-Lessee shall pay to the Lessee with such time such additional sum or sums towards premium in respect of the residential plot as may be decided upon and fixed by the Lessor on account of the compensation awarded by the Land Acquisition Collector being chanced on reference or in appeal or both as mentioned in sub-clauses (1) and (5)(a) of Clauses II of the Lease and the decisions of the Lessor in this behalf shall be final and binding on the Sub-Lessee and the Lessee.

The yearly rent of two and a half per cent of the premium hereby reserved shall be calculated on the sum received towards premium by the Lessee before the execution of these presents and on such additional sum or sums payable towards premium as provided herein from 7th Seventh lay of January one thousand nine hundred and Seventy Seven

- (2) The Sub-Lessee shall pay unto the Lessee the yearly rent hereby reserved on the days and in the manner herein before appointed.
- (3) The Sub-Lessee shall not deviate in any manner from the layout plan nor alter the size of the residential plot whether by sub-division, amalgamation or otherwise.
- (4) The Sub-Lessee shall at all times duly perform and observe all the convenants and conditions which are contained in the Lease on the part of the Lessee or Sub-Lessee thereunder to be performed and observed in so far as the same may be applicable to affect and relate to the residential plot sub-leased to him.

(5) The Sub-Lessee shall, within a period of two years from the day of one thousand nine hundered (and the time so specified shall be of the essence of the contracts) after obtaining sanction to the building plan, with necessary designs, plans and specifications from the proper municipal or other authority, at his own expense, erect upon the residential plot and complete in a substantial and workmanlike manner a residential building for private dwelling with the requisite and proper walls, sewers and drains and other conveniences in accordance with the sanctioned building plan and to the satisfaction of such municipal or other authority.

- (6) (a) The Sub-Lessee shall not sell, transfer, assign or otherwise part with the possession of the whole or any part of the residential plot in any form or manner, benami or otherwise, to a person who is not a member of the Lessee.
- (b) The Sub-Lessee shall not sell, transfer, assign or otherwise part with the possession of the whole or any part of the residential plot to any other member of the Lessee except with the previous consent in writing of the Lessor which he shall be entitled to refuse in his absolute discretion:

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परन्तु ऐसी सहमित की दशा में पट्टाकर्ता ऐसे निबन्धन और शातें अधिरोपित कर सकेगा, जो वह ठीक समझे और पट्टाकर्ता उसके बेचे जाने, अन्तरित किए जाने, समनुदिष्ट किए जाने या उसका कब्जा अलग किए जाने के समय उस आवासी प्लाट के मूल्य में अनुपाजित वृद्धि कें (अर्थात् संदत्त किए गए प्रीमियम और बाजार मूल्य के अन्तर के), कुछ भाग के लिए दावा करने और उसे वसूल करने का हकदार होगा। वसूल की जाने वाली रकम अनुपाजित वृद्धि की 50 प्रतिशत होगी और बाजार मूल्य के संबंध में पट्टाकर्त्ता का विनिश्चय अंतिम तथा वाध्यकर होगा;

परन्तु यह और कि पट्टाकर्ता से यथापूर्वोक्त अनुपाजित वृद्धि का 50 प्रतिशत काट कर सम्पत्ति को खरीदने का अग्रक्रयाधिकार होगा।

्रिं(ग) ऊपर के उपखण्ड (क) ग्रौर (ख) में ग्रन्तिविष्ट किसी बात के होते हुए भी उप-प्रदेहोर्दे उपराज्यपाल की पूर्व लिखित सहमति से ग्रावासी प्लाट को ऐसे व्यक्ति को बंधिकत या भूगिरें कर सकेगा जसा उपराज्यपाल द्वारा पूर्णतः ग्रपने विवेकाधीन ग्रनुमोदित किया जाए :

ूपर्न्तू बंधिकत या भारित सम्पत्ति के विकय या पुरोबध की दशा में पट्टाकर्त्ता पूर्वोक्त क्षि की क्षाबोसी प्लाट के मूल्य में अनुपाजित वृद्धि के 50 प्रतिशत के लिए दावा करने उदौर उसे वसूल करने का हकदार होगा और उक्त अनुपाजित वृद्धि के पट्टेदार के भाग की रकम प्रथम प्रभार होगी और उसे उक्त बाजार या भार परपूर्विकता प्राप्त होगी। उक्त आवासी प्लाट के बाजार मूल्य के संबंध में पट्टाकर्त्ता का विनिश्चय अंतिम होगा और सभी संबंधित पक्षकारों पर आबद्धकर होगा;

परन्तु यह ग्रीर कि पट्टकर्ता को पूर्वोक्त रूप से ग्रनुपार्जित वृद्धि के 50 प्रतिशत को काटकर उस बंधिकत या भारित सम्पत्ति को खरीदने का ग्रग्नक्याधिकार होगा।

- (7) इसमें इसके पूर्व यथा उल्लिखित पट्टेदार का अनुपार्जित वृद्धि के 50 प्रतिशत को वसूल करने का श्रिधिकार और सम्पत्ति को खरीदने का अग्रक्रयाधिकार अस्वैच्छिक विक्रय या अन्तरण दोनों पर, समान रूप से लागू होगा चाहे वह निष्पादन करने वाले न्यायालय या दिख्या स्विध्यालय द्वारा या उसके माध्यम से किया हो।
- (8) कुपर के उपखण्ड (6)(क) ग्रीर 6(ख) में यथाउल्लिखित निबंधनों, सीमाग्रों ग्रीर शतीं के होते हुए भी उप-पट्टेंदार को हक होगा कि वह उस सम्पूर्ण भवन या उसके किसी भाग को, जो ग्रावासी प्लाट पर प्राइवेट निवास के प्रयोजनों के लिए बनाया जाए केवल मास प्रति मास की किरायेदारी प्रथब 5 वर्ष से ग्रनधिक की ग्रवधि के लिए उप-पट्टे पर दे।
- (9) जब कभी भी ग्रावासी प्लाट में उप-पट्टेदार का हक किसी भी रीति से ग्रन्तरित किया जाए तब ग्रंतरिती इस में ग्रन्तविष्ट या पट्टे में ग्रन्तविष्ट सब प्रसंविदाग्रों ग्रीर शतों से ग्रावद्ध होगा ग्रीर जंते संवंध में सभी बातों के लिए जहां तक वे ग्रावासी प्लाट को लाग् होती हों, उस पर प्रभाव डालती हों, ग्रीर उससे संबंधित हों, वहां तक उत्तरदायी होगा।
- ्रिप्ति जिल्ला कभी आवासी प्लाट में उप-पट्टेदार का हक किसी भी प्रकार से अन्तरित किया किए को अन्तरक और अन्तरिती, अन्तरण के 3 मास के अन्दर, ऐसे अन्तरण की लिखित सूचना क्ट्रीकर्त्ती और पट्टेदार को देंगे।

उप-पट्टेदार की मृत्यु हो जाने की दशा में, वह व्यक्ति, जिस पर मृतक का हक न्यागमित होता है, ऐसे न्यागमन के 3 नास के अन्दर, उस न्यागमन की सूचना पट्टाकर्त्ता और पट्टेदार को देगा।

यथास्थित अन्तरक या बह व्यक्ति जिस पर हक न्यागमित होता है, अन्तरण या न्यागमन को साबित करने वाले दस्तावेज (दस्तावेजों) की प्रमाणित प्रतियां पट्टाकर्त्ता और पट्टेदार को देगा।



PROVIDED 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 residential plot at the time of sale, transfer, assignment, or parting with the possession, the amount to be recovered being fifty per cent 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 per cent of the uncarned increase as aforesaid.

(c) Nothwithstanding anything contained in sub-clauses (a) and (b) above, the Sub-Lessee may, with the previous consent in writing of the Lt. Governor, mortgage or charge the residential plot to such person as may be approved by the Lt. Governor in his absolute discretion:

PROVIDED that, in the event of the sale or fore-closure of the mostgaged or charged property, the Lessor shall be entitled to claim and recover the fifty per cent of the unearned increase in the value of the residential plot as aforesaid, and the amount of the Lessor's share of the said unearned increase shall be a first charge having priority over the said mortgage or charge. The decision of the Lessor in respect of the market value of the said residential plot shall be final and binding on all parties concerned;

PROVIDED FURTHER that the Lessor shall have the pre-emptive right to purchase the mortgaged or charged property after deducting fifty per cent of the uncarned increase as aforesaid.

- (7) The Lessor's right to the recovery of fifty per cent of the unearned increase and the 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.
- (8) Notwithstanding the restrictions, limitations and conditions as mentioned in subclauses (6) (a) and (6) (b) above, the Sub-Lessee shall be entitled to sublet the whole or any part of the building that may be erected upon the residential plot for purposes of private dwelling only on a tenancy from month to month or for a term not exceeding five years.
- (9) Whenever the title of the Sub-Lessee in the residential plot is transferred in any manner whatsoever the transferee shall be bound by all covenants and conditions contained herein or contained in the Lease and be answerable in all respects therefor in so far as the same may be applicable to, affect and relate to the residential plot.
- (10) Whenever the title of the Sub-Lessee in the residential plot is transferred in any manner whatsoever the transferor and the transferee shall, within three months of the transfer give notice of such transfer in writing to Lessor and the Lessee.

In the event of the death of the Sub-Lessee the person on whom the title of the deceased devolves shall, within three months of the devolution, give notice of such devolution to the Lessor and the Lessee.

\* Provided that the Lt. Governor reserves the right to resume any pote of part there of on payment of reasonable compensation, which may be required for the development of the area like laying of Sewarage, Trunk Services, Electric and Telephone Wires and Water Supply Lines etc or such other purposes which may be deemed of public and genaral utility,

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- (11) उप-पट्टेंदार समय-समय पर श्रीर हर समय हर प्रकार के उन सब रेटों, करों, प्रभारों श्रीर निर्धारणों का संदाय करेंगा श्रीर उन्हें चुकाएगा जो इसके द्वारा उप-पट्टा किए गए आवासी प्लाट या उस पर बनाए जाने वाले भवनों पर या उनके भू-स्वामी अथवा किराये-दार पर उसके लिए इस समय या उप-पट्टे के चालू रहने के दौरान इसके पश्चात् किसी समय निर्धारित, प्रभारित या अधिरोपित हो।
- (12) इसके द्वारा उप-पट्टा किए गए आवासी प्लाट की बाबत किराए के सब बकाया और अन्य शोध्य संदाय पट्टाकर्ता द्वारा उनके वसूलनीय होने की दशा में, पट्टाकर्ता द्वारा उसी रीति से वसूल किए जा सकेंगे जिससे भू-राजस्व के बकाया वसूल किए जाते हैं।
- (13) उप-पट्टेदार उचित नगरपालिका या अन्य प्राधिकारी को भवन निर्माण, जल निकास और अन्य उपविधियों को, जो उस समय प्रवृत्त हों, सभी प्रकार से पालन करेगा तथा उनसे आबद्ध होगा।
- (14) उप-पट्टेदार उचित नगरपालिका या भ्रन्य प्राधिकारी की मंजूरी या लिखित श्रनुज्ञा के बिना भ्रावास प्लाट पर कोई भवन नहीं बनाएगा या ऐसे भवन में कोई परिवर्तन या परिवर्धन नहीं करेगा।
- (15) उप-पट्टेदार पट्टाकर्त्ता की लिखित सहमित के बिना श्रावासी प्लाट पर या उसके किया भवन में किसी भी प्रकार का कोई व्यापार या कारबार नहीं करेगा या करने की इजाजत नहीं हैगा, या उसका प्रयोग प्राईवेट निवास से भिन्न किसी प्रयोजन के लिए न तो करेगा और न करेने की उजाजत देगा अथवा उसमें कोई ऐसा कार्य या ऐसी बात नहीं करेगा या करने नहीं वेगा की राय में पट्टाकर्त्ता, पट्टेदार और भन्य उप-पट्टेदारों के लिए और पड़ोस में रहने बादि ब्येक्तियों के लिए स्पूरेन्स, क्षोभकारी ता विष्नकारी बन जाए:

प्रश्तु यदि उप-पट्टैदार उक्त ग्रावासी प्लाट या उसके भवन का प्राइवेट निवास से मिन्न प्रयोजन के लिए प्रयोग करने की वांछा करता है तो पट्टाकर्त्ता, उपयोग का ऐसा परिवर्तन ऐसे निवंधनों ग्रीर शर्तों पर जैसे पट्टाकर्त्ता पूर्णतः ग्रपने विवेकानुसार निर्धारित करे, ग्रनुजात कर सकेंगा। इन निबन्धनों ग्रीर शर्तों के ग्रन्तर्गत भतिरिक्त प्रीमियम ग्रीर ग्रतिरिक्त किराए का संबंध भी होगा।

- ्री (क) उप-पट्टेंबार सभी उचित समयों पर उपराज्यपाल को उक्त ब्रावासी प्लाट पर पहुंचमें देगा जिससे कि वह ब्रपना समाधान कर ले कि इसमें ब्रौर पट्टें में ब्रन्तविष्ट प्रसंविदाओं ब्रौर शर्तों का पालून किया गया है ब्रौर किया जा रहा है।
- (17) उप-पट्टें बार इस उप-पट्टें की समाप्ति पर उक्त श्रावासी प्लाट को तथा उस पर बने भवनों को पट्टें दार या पट्टकर्त्ता को, जो भी हकदार हो, शांतिपूर्वक सींप देगा।

III. यदि प्रीमियम के तौर पर संदेय राशि या राशियां प्रयदा इसके द्वारा आरक्षित वार्षिक किराया या उसका कोई भाग चाहे उसके लिए मांग की गई हो या न की गई हो, उनके शोध्य होने के पश्चात् अगले एक कलैण्डर मास तक किसी समय बकाया और असंदत रह जाए अथवा यदि यह पता चले कि यह उप-पट्टा किसी तथ्य को दबाकर अथवा किसी मिथ्याकथन, दुव्यंपदेशन या कपट द्वारा प्राप्त किया गया अथवा यदि पट्टेदार या पट्टाकर्त्ता की राय में जिसमें पट्टाकर्त्ता का विनिश्चय अंतिम होगा, इसमें इसके पूर्व और पट्टे में अन्तिबंब्ट और उप-पट्टेदार की ओर से पालन या निष्पादन की जाने वाली प्रसंविदाओं या शर्तों को पट्टेदार या उसके माध्यम से अथवा उससे व्युत्पन्न अधिकार के अधीन दावा करने वाले व्यक्ति द्वारा भंग किया गया है तो और ऐसे किसी मामले में, पट्टाकर्त्ता या पट्टाकर्त्ता की पूर्व लिखित सहमित से पट्टेदार के लिए यह विधिपूर्ण होगा कि वह, उसके द्वारा उप-पट्टा किए गए श्रावासी प्लाट में या उस पर बने भवन में पुनः प्रवेश के पहले के किसी कारण या अधिकार के अधित्यजन के होते हुए भी, उसमें पुनः प्रवेश करें और उस आवासी प्लाट और उस पर के भवनों तथा फिक्सचरों पर कब्जा कर ले और तब यह उप-पट्टा और इसमें अन्तिबंब्ट हर बात पुनः प्रवेश किए गए आवासी प्लाट की बाबत समाप्त तथा पर्वविसत हो जाएगी और उप-पट्टेदार किसी भी प्रकार से प्रतिकर का अथवा ऐसे प्रीमित्यम को वापसी का, जो उसमें दिया हो, हकदार नहीं होगा:

परन्तु इसमें अन्तर्विष्ट किसी प्रतिकृत बात के होते हुए भी, पट्टाकर्त्ता पूर्णंतः अपने विवेकानुसार या पट्टाकर्त्ता की पूर्व लिखित सहमित से पट्टेदार पूर्वोक्त रूप में अपने पुनः प्रवेश के अधिकार पर प्रतिकृत प्रभाव डाले विना, पट्टाकर्त्ता या पट्टाकर्त्ता की ग्रोर से पट्टेदार द्वारा ऐसी रकम की प्राप्ति पर श्रीर ऐसे निबंधनों श्रोर शतौं पर जो पट्टाकर्त्ता द्वारा ग्रीर पट्टाकर्त्ता या पट्टेदार द्वारा जो भी हकदार हो निर्धारित की जाए, ग्रस्थायी तौर पर या ग्रन्थया श्रंगों का अधित्यजन कर सकेगा या उन्हें माफ कर सकेगा श्रीर उक्त राशि या राशियों ग्रथवा किराए का संदाय भी, जो पूर्वोक्त रूप से बकाया हो, छह प्रतिशत प्रतिवर्ष की दर से ब्याज सहित स्वीकार कर सकेगा। पट्टेदार द्वारा उप-पट्टेदार से अधित्यजन या माफ करने के लिए प्राप्त की गई रकमों का, ऐसी कटौतियों के ग्रधीन रहते हुए जैसी कि पट्टाकर्त्ता पूर्णंतः ग्रपने विवेकानुसार पट्टेदार द्वारा प्रतिधारण किए जाने के लिए ग्रनुज्ञात करें पट्टेदार द्वारा पट्टाकर्त्ता को तुरन्त संदाय किया जायेगा।

IV. जब तक पट्टाकर्त्ता या पट्टेदार ने उप-पट्टेदार पर ऐसी लिखित सूचना की तामील न करंदी हो, जिसमें :---

- (क) उस विनिर्दिष्ट भंग को विनिर्दिष्ट किया गया हो जिसकी शिकायत की गई हो, ग्रीर
- (ख) यदि भंग को ठीक किया जा सकता है तो उस भंग को ठीक करने की उप-पट्टेदार से अपेक्षा की गई हो,

अधेर यदि भंग ठीक किया जा सकता है तो उप-पट्टेवार इतने उचित समय के अन्तर, जितना प्रेंगे को ठीक करने वाली सूचना में उल्लिखित किया गया हो भंग को ठीक करने में असफल रहता है तब तक कोई भी समपहरण या पुनः प्रवेश नहीं किया जायेगा। और समपहरण या पुनः प्रवेश नहीं किया जायेगा। और समपहरण या पुनः प्रवेश की दशा में पट्टाकर्ता स्विविवेकानुसार या पट्टेवार, पट्टाकर्ता की पूर्व लिखित सहमित से ऐसे निबंधतों और शर्तों पर जिन्हें पट्टाकर्ता उचित समझे, समपहरण से अवमुक्ति प्रदान कर सकेगा।

इस खण्ड की कोई भी बात निम्नलिखित कारणों से समपहरण या पुन:प्रवेश को लागू नहीं होगी:—

- (क) खण्ड II में उपबंधित समय के अन्दर भवन के उपविभाजन या समामेलन, निर्माण और पूरा किए जाने से संबंधित प्रसंविदाओं और शर्तों को भंग करना तथा उत्लि-खिले रूप में आवासी प्लाट का अन्तरण करना, या
- (ख) उस देशा में जिसमें यह उप-पट्टा किसी तथ्य को दबाकर, मिथ्या-कथन, दुर्व्यपदेशन या कपट द्वारा अभिप्राप्त किया गया है।

V. इसके द्वारा आरक्षित किराये की पट्टाकर्त्ता द्वारा एक हजार नौ सी ...... की जनवरी के प्रथम दिन से और तत्पश्चात, 30 वर्ष की प्रत्येक उत्तरवर्ती अवधि के अंत में वृद्धि की जाएगी, परन्तु प्रत्येक वृद्धि पर नियत किए गए किराए में वृद्धि प्रत्येक ऐसे अवसर पर उस तारीख को जिसकी वृद्धि होनी है, भवनों से रहित उस स्थान के किराया मूल्य में वृद्धि के आधे से अधिक नहीं होगी और यह किराया मूल्य दिल्ली के कलेक्टर या अवर कलेक्टर द्वारा जो पट्टाकर्त्ता द्वारा नियुवत किया जाए, निर्धारित किया जायेगा।

परन्तु सर्वदा यह कि इस उपबंध के प्रयोजन के लिए किराया मूल्य का कोई भी ऐसा निर्धारण उक्त कलेक्टर या अवर कलेक्टर के आदेशों के विरुद्ध उप-पट्टेदार द्वारा इस प्रकार और इतने समय के अन्दर अपील करने के अधिकार के अधीन होगा मानो वह गंजाब भूराजस्व अधिनियम, 1887 (1887 का अधिनियम 17) या तत्समय प्रवृत्त किसी संशोधन अधिनियम के अधीन राजस्व अधिकारियों द्वारा किया गया निर्धारण हो, और ऐसी किसी अपील के लिए या उसके सम्बन्ध में कार्यवाहियां सभी वातों में उक्त अधिनियम के उपवंधों द्वारा इस प्रकार शासित होंगी मानों वे उसके अधीन की गई हों।

- (11) The Sub-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 hereafter during the continuance of this Sub-lease be assessed, charged or imposed upon the residential plot hereby sub-leased or on any buildings to be erected thereupon or on the landlord or tenant in respect thereof.
- (12) All arrears of rent and other payments due in respect of the residential plot hereby sub-leased shall, in the event of the same becoming recoverable by the Lessor, be recoverable by the Lessor in the same manner as arrears of land revenue.
- (13) The Sub-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.
- (14) The Sub-Lessee shall not without the sanction or permission in writing of the proper municipal or other authority erect any building or make any alteration or addition to such building on the residential plot.
- (15) The Sub-Lessee shall not without the written consent of the Lessor carry on, or permit to be carried on, on the residential plot or in any building there on any trade or business whatsoever or use the same or permit the same to be used for any purpose other than that of private dwelling 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 Lessor, the Lessee and other Sub-Lessees and persons living in the neighbourhood:

PROVIDED that, if the Sub-Lessee is desirous of using the said residential plot or the building thereon for a purpose other than that of private dwelling the Lessor may allow such change of user on such terms and conditions, including payment of additional premium and additional rent, as the Lessor may in his absolute discretion determine.

- (16) The Sub-Lessee shall at all reasonable times grant access to the residential plot to the Lt. Governor and the Lessee for being satisfied that the covenants and conditions contained herein and in the Lease have been and are being complied with.
- (17) The Sub-Lessee shall on the determination of this Sub-Lease peaceably yield up the residential plot and the buildings thereon unto the Lessee or the Lessor, as may be entitled.

III. If the sum or sums payable towards the premium or the yearly rent hereby reserved or any part thereof shall at any time be in arrear and unpaid for one calendar month next after any of the days whereon the same shall have become due, whether the same shall have been demanded or not, or if it is discovered that this Sub-Lease has been obtained by suppression of any fact or by any mis-statement, mis-representation or faud

Or any unforeseen expenditure to be made here in after the Lessee on any item of development to be carried out in terms of clause III of the Agreement or the instructions issued by the Lt. Governor or the directions given by the local bodies in this behalf,

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plot so re-entered upon, and the Sub-Lessee shall not be entitled to any compensation whatsoever nor to the return of any premium paid by him:

PROVIDED that, notwithstanding anything contained herein to the contrary the Lessor, in his absolute discretion, or the Lessee with the prior consent in writing of the Lessor, may, without prejudice to the right of re-entry as aforesaid, waive or condone, breaches, temporarily or otherwise, on receipt of such amount by the Lessor or by the Lessee on behalf of the Lessor and on such terms and conditions as may be determined by the Lessor and the Lessor or the Lessee whoever may be entitled may also accept the payment of the said sum of sums or the rent which shall be in arrear as aforesaid together with interest at the rate of six per cent per annum. The amounts for waiver or condon or the rate tion received by the Lessee from the Sub-Lessee shall be paid forthwith by the Lessee to the Lessor subject to such deductions as the Lessor may, in his absolute discretion, allow to be retained by the Lessee.

prevailing that time when default occurs

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

- (a) specifying the particular breach complained of, and
- (b) if the breach is capable of remedy, requiring the Sub-Lessee to remedy the breach, and the Sub-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 in his discretion or the Lessee, with the prior consent in writing of the Lessor, may relieve against forfeiture on such terms and conditions as the Lessor 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 residential plot as mentioned in Clause II, or
- (b) in case this Sub-Lease has been obtained by suppression of any fact, mis-states ment, mis-representation or fraud.
- V. Therent hereby reserved shall be enhanced by the Lessor from the first day of January one thousand ninexhandrade and two thereafter at the end of successive period of 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 without buildings at the date on which the enhancement is due and such letting value shall be assessed by the Collector or Additional Collector of Delhi as may be appointed by the Lessor.

PROVIDED ALWAYS that such assessment of letting value for the purpose of this provision shall be subject to the same right on the part of the Sub-Lessee of appeal from the orders of the said Collector or Additional Collector and within such time as if the same were an assessment by a Revenue Officer under the Punjab Land Revenue Act, 1887 (Act XVII of 1887), or any amending Act for the time being in force and the proceedings for or in relation to any such appeal shall be in all respects governed by the provisions of the said Act in the same manner as if the same had been taken thereunder, 55 DA/77-3

VI पट्टाकर्ता को, पट्टे में अन्तिविष्ट किन्हीं प्रसंविदाओं और शतीं का पालन और अनुपालन करने में पट्टेदार के असफल रहने की दशा में, अपने अन्य अधिकारों के अतिरिक्त यह अधिकार भी होगा कि यह उप-पट्टेदार से उन प्रसंविदाओं और शतों का जहां तक व उप-पट्टा किए गए आवासी प्लाट के संबंध में है, पालन और अनुपालन की अपेक्षा करें और उनका पालन और अनुपालन करवाए, और उप-पट्टेदार से सीधे वार्षिक किराया और तद्धीन उसके द्वारा पट्टेदार को देय और संदेय सभी अन्य राशिया उससे वसूल करें।

VII. पट्टेंदार के, किसी भी कारण सेविषटित हो जाने की दशा में, पट्टा समाप्त हो जाएगा;

- (क) पट्टे के ब्रधीन उप-पट्टेंबार पट्टेंबार का हित में उत्तराधिकारी समझा जाएगा श्रीर तद्धीन पट्टेंबार के सभी ब्रधिकार श्रीर बाध्यताएं, जहां तक वे एत्द्द्वारा उसे उप-पट्टा किए श्रावासी प्लाट के संबंध में हो, उस पट्टेंबार को न्यागत हो जायेगी श्रीर वह उक्त बाध्यताश्रों का पट्टाकर्त्ता के लिए पालन श्रीर श्रनुपालन करेगा; श्रीर
- (ख) इस विलेख के ग्रधीन पट्टाकर्ता पट्टेंबार का हित में उत्तराधिकारी समझा जाएगा श्रीर एतद्धीन पट्टेंबार के सभी ग्रधिकार श्रीर बाध्यताएं पट्टाकर्त्ता को न्यागत हो जायेगी श्रीर उप-पट्टेंबार इस उप-पट्टें के श्रधीन श्रपनी बाध्यताश्रों का पट्टाकर्त्ता के लिए पालन श्रीर श्रनुपालन करेगा।

VIII. इस विलेख के ब्रधीन या उसके संबंध में उत्पन्न होने वाले किसी प्रकृत, विवाद या अपने की दशा में (उन विषयों को छोड़कर जिनके विनिश्चय के लिए इस विलेख में विशेष अपनिस्ता की गई है) वे उप-राज्यपाल प्रथवा उसके द्वारा नियुक्त किसी प्रन्य व्यक्ति के एक माल में बिशेष के लिए तिर्देशित किए जायेंगे। यह ब्रांपत्ति नहीं मानी जाएगी कि माध्यस्थ सर-कारी सेवक है और यह कि उसे ऐसे विषयों के संबंध में कार्यवाही करनी है जिनके संबंध में यह पट्टा या उप-पट्टा है या कि सरकारी सेवक के रूप में प्रपने कर्तव्यों के निर्वहन के दौरान उसने विवादग्रस्त या मतभेद वाले सभी या किन्हीं विषयों पर अपने विचार प्रकट किए हैं। मध्यस्थ का ब्रधिनिर्णय ब्रांतिम होगा और पक्षकारों पर वाध्यकर होगा।

्र मध्यस्थ श्रधिनिर्णय देने ग्रौर प्रकाशित करने के समय को, पक्षकारों की सहमति से, समय-समय पर बढ़ा सकेगा।

यथा उपर्युक्त के अधीन रहते हुए माध्यस्थम ग्रिधिनियम, 1940 ग्रीर उसके ग्रिधीन के नियम तथा उनके कोई उपान्तर जो उस समय प्रवृत्त हो, इस खण्ड के ग्रिधीन माध्यस्थ कार्यवाहियों को लाग समझे क्रायेंगे ।

IX. इस उप-पट्टे के प्रधीन दी जाने वाली सब सूचनाएं, आदेश, निर्देश, सहमितयां या प्रानुमोदन लिखित रूप में होंगे और ऐसे प्रधिकारी द्वारा हस्ताक्षरित किए जाएंगे, जो उप-राज्यपाल द्वारा प्राधिकृत किया जाए जब कि वे पट्टाकर्त्ता या उप-राज्यपाल की भ्रोर से दिए जाएं प्रथवा ऐसे व्यक्ति द्वारा दिए जाएं जो पट्टेदार द्वारा प्राधिकृत हों जब कि वे उसकी भोर से दिए जाएं तथा उनकी उप-पट्टेदार अथवा आवासी प्लाट पर किसी अधिकार का दावा करने वाले किसी व्यक्ति पर सम्यक् रूप से उस को तामील हुई समझी जाएगी यदि वह आवासी प्लाट के, चाहे अस्थायी या अन्य प्रकार के, किसी भवन या निर्माण पर लगा दिया जाता है अथवा उप-पट्टेदार या ऐसे व्यक्ति के उस समय के निवास स्थान, कार्यालय या कार्य के स्थान अथवा सामान्य या अतिम ज्ञान निवास स्थान, कार्यालय या कार्य परिदत्त कर दिया जाता है या डाक द्वारा भेज दिया जाता है।

 $\dot{X}$ (क) इस उप-पट्टे के ग्रधीन पट्टाकर्ता द्वारा प्रयुक्त की जाने वाली सभी शक्तियां उप-राज्यपाल द्वारा भी प्रयुक्त की जा सकेंगी, पट्टाकर्त्ता इस उप-पट्टे के ग्रधीन श्रपने द्वारा प्रयुक्त की जाने वाली सब शक्तियों या उनमें से किसी का प्रयोग करने के लिए किसी ग्रन्य ग्रधिकारी या श्रधिकारियों को भी प्राधिकृत कर सकेगा।

(ख) उप-राज्यपाल ऊपर के उपखण्ड (क) के ग्राधार पर पट्टाकर्ता द्वारा प्रयोग की जाने वाली शक्तियों के सिवाय उन सब शक्तियों या उनमें से किन्हों का प्रयोग करने के लिए, जिनका प्रयोग करने के लिए वह इस उप-पट्टे के ग्रधीन सशक्त किया गया है, किसी ग्रधिकारी या किन्हीं ग्रधिकारियों को प्राधिकृत कर सकेगा।

XI. इस उप-पट्टे में उप-राज्यपाल पद से श्रिभिन्नेत है दिल्ली का तत्कालीन उप-राज्यपाल या यदि उसके पदाभिदान में बदल कर दिया जाए अथवा उसका पद समाप्त का दिया जाए तो ऐसा अधिकारी जिसे चाहे अन्य कृत्यों के अतिरिक्त या अन्यथा, उस समय ऐसे कृत्य सींपे गए हों, जो उप-राज्यपाल के कृत्यों के समान हों, चाहे ऐसा अधिकारी किसी भी पदाभिदान से जात हो। उक्त पद के अंतर्गत ऐसा अधिकारी भी होगा जो इस पट्टे के अधीन उप-राज्यपाल के कृत्यों का निष्पादन करने के लिए पट्टाकर्त्ता द्वारा अभिहित किया जाए।

XII. इसमें इसके पूर्व प्रयुक्त 'पट्टाकर्त्ता' ग्रीर 'उप-पट्टेदार' पदों के ग्रंतर्गत जहां संदर्भ से अनुश्चेय हो, पट्टाकर्त्ता की दशा में उसके उत्तर।धिकारी ग्रीर समुनुदेशिती तथा उप-पट्टेदार की दशा में उसके वारिंस, निष्पादक, प्रशासक या विधिक प्रतिनिधि ग्रीर ऐसा ग्रन्य व्यक्ति होगा या ऐसे ग्रन्य व्यक्ति भी होंगे जिसमें या जिनमें उप-पट्टा द्वारा सूचित उप-पट्टा का हित समनुदेशन द्वारा या ग्रन्थथा उस समय निहित हो ग्रीर इसके पश्चात प्रयुक्त पट्टेदार पद से ...... सोसाइटी ग्रधिप्रेत होगी।

### अपर निर्विष्ट अनुसूची

वह समस्त भूमि का प्लाट, जो
के
अभिन्यास रेखांक में ब्लाक संo में आवासी प्लाट संo है
अर्गेर जो दिल्ली नगर निगम की स्थायी समिति/नयी दिल्ली नगर पालिका समिति/दिल्ली विकास प्राधिकरण/दिल्ली छावनी बोर्ड द्वारा एक हजार नौ सौके/की
कं कि विन के संकल्प सं ं
द्वारा मंजूर किया गया है श्रीर जिसकी मापया इसके लगभग है श्रीर जिसकी सीमाएं निम्न प्रकार से हैं :—
उत्तर में
पूर्व में
दक्षिण में
पश्चिम में

(10)

VI. The Lessor shall, in addition to all his other rights, have the right in the event of the failure of the Lessee to observe and perform any of the covenants and conditions contained in the Lease to require and enforce the performance and compliance therewith from the Sub-Lessee so far as those relate to the residential plot sub-leased to him and to realise directly from the Sub-Lessee the yearly rent and all other sums due and payable by him thereunder to the Lessee.

VII. In the event of the dissolution of the Lessee, for whatever cause, the Lease shall stand determind and

- (a) the Sub-Lessee shall be deemed to be the successor -in-interst of the Lessee under the Lease, and all rights and obligations of the Lessee thereunder shall devolve upon the Sub-Lessee in so far as those pertain to the residential plot hereby sub-leased to him and he shall observe and perform the said obligations to the Lessor; and
- (b) the Lessor shall be deemed to be the successor-in-interst of the Lessee under these presents, and all right and obligations of the Lessee hereunder shall devolve upon the Lessor, and the Sub-Lessee shall observe and perform his bligations under this Sub-Lease to the Lessor.

VIII. In the event of any question, dispute or difference, arising under these presents, or in connection therewith (except as to any matters the decision of which is specially provided by these presents), the same shall be referred to the sole arbitration of the Lt. Governor or any other person appointed by him. It will be no objection that the arbitrator is a Government servant, and that he has to deal with the matters to which the Lease or the Sub-Lease relates, or that in the course of his duties as a Government servant he has expressed views on all or any of the matters in dispute or difference. 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 publishing the award.

Subject as aforesaid, the Arbitration Act, 1940, and the Rules thereunder and any modifications there of for the time being in force shall be deemed to apply to the arbitration proceedings under this Clause.

IX. All notices, orders, discretions, consents or approvals to be given under this Sub-Lease shall be in writing and shall be signed by such officer as may be authorised by the Lt. Governor, when the same are given on behalf of the Lessor or the Lt. Governor, or by such person as may be authorised by the Lessee, when the same are given on its behalf, and shall be considered as duly served upon the Sub-Lessee or any person claiming any right to the residential plot if the same shall have been affixed to any building or erection whether temporary or otherwise upon the residential plot or shall have been delivered at or sent by post to the then residence, office or place of business or usual or last known residence, office or place of business of the Sub-Lessee or such person.

X. (a) All powers exercisable by the Lessor under this Sub-Lease may be exercised by the Lt. Governor. The Lessor may also authorised any other officer or officers to exercise all or any of the powers exercisable by him under this Sub-Lease.

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(b) The Lt. Governor may authorise any officer or officers to exercise all or any of the powers which he is empowered to exercise under this Sub-Lease except the powers of the Lessor exercisable by him by virtue of Sub-clause (a) above.

XI. In this Sub-Lease, the expression "the Lt. Governor" means the Lt. Governor of Delhi 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 Lt. Governor by whatever 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 Lt. Governor under this Sub-Lease.

XII. The expressions "the Lessor" and "the Sub-Lessee" hereinbefore used shall where the context so admits include, in the case of the Lessor, his successors and assigns, and, in the case of the Sub-Lessee, his heirs, executors, administrators or legal representatives and the person or persons in whom the sub-leased interest created by the sub-lease shall for the time being be vested by assignment or otherwise, and the expression "the Lessec" hereafter used shall mean the-

Northern Zone Insurance Employees Co-operative House Buildi

ociety Ltd., New Delhi

B.R.K. Bhatnagar O.S.D. (Lit.)

IN WITNESS WHEREOF Shrifor and on behalf of and by the order and direction of the Lessor has hereunto set his hand the Common Seal of the Lessee has hereunto been affixed and Shri/Shrimati Ratt an Singh Sharma S/o Shri the Sub-Lessee, has hereunto set his/her hand the day and year first abovewritten.

### THE SCHEDULE ABOVE REFERRED TO

All that plot of land being the residential plot No.in the lay-out plan of Northern Zone Ins. E.C.H.B.S. Ltd. sanctioned by the Standing Committee of the Municipal Corporation of Delhi/New Delhi Municipal Committee/Delhi Development Authority/Delhi Cantonment Board by Resolution No. F-23(16)71-Bldg. dated theone thousand nine hundred and Sewertly Seven day of August or there abouts bounded as follows: 196.48 Sq. Yds. measuring-Service Lane North -

Plot No. 35 East -

80 ft. wide Road South

Plot No. 37 West

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Northern Zone Ins. Emp. C.H.B.S, Ltd. dan Res 21/2001 STILLING 4 shall To DR वाहाया य BARADOR BINGH KAPOR RETD. REGISTRATION CLEARK To B. Decol. New Deal. or Rockarh Polista 4660 82 To 8 3129 Deheden Suj 和湖景 22-4/28

