



Lease Deed of Commercial Site sold by Auction.

Chandigarh Administration

Lease for 99 Years.

File No. CPL.-2884

Prepared on Non-Judicial
Stamp Paper of Rs. 4050/-.

This Lease Deed is made this 27th day of Oct.
1994 between :-

The President of India (hereinafter called the
"Lessor") of the one part.

AND

- (1) Shri Satya Pal Jain son of Late Shri ^{Taras Ram} ~~Palak Ram~~ Jain
- (2) Shrimati Aruna Jain wife of Shri Satya Pal Jain
- (3) Shri Rajnish Jain son of Shri Satya Pal Jain,
resident of House No. 55, Sector 19-A, Chandigarh,
(hereinafter called the 'Lessees') of the other part.

WHEREAS the lessees have applied by bid at public auction to the lessor for the grant of a lease of the plot of land, belonging to the lessor, hereinafter described and the lessor has accepted such application and has agreed to demise the said plot to the lessee in the manner hereinafter appearing.

AND WHEREAS the lessees have paid/agreed to pay the sum of Rs. 1,17,000/- (Rupees one lac and seventeen thousand only) being the premium.

NOW THIS DEED WITNESSETH THAT for the purpose of



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carrying into effect the said lease and in consideration of the
 covenants of the lessees hereunder contained and of the said sum
 of Rs. 11,000 (Rupees *one lac, & ten thousand*
 only) paid by the lessees (A) as 25% of the premium (the receipt
 of which the lessor hereby acknowledges) and the undertaking of
 the lessees to pay the balance premium in three equated yearly
 instalments together with interest at the rate of 7 % per annum
 from the date of issue auction, the first instalment being payable
 on the 10th day of *10th Oct* 1976 (B) and of the rent hereinafter
 reserved and of the covenants on the part of the lessees herein-
 after contained, the lessor doth hereby demise unto the lessees
 ALL THAT plot of land being the commercial site/plot No. Show Room
 No. 46, Madhya Marg, Sector 26, containing by admeasurement of an
 area of 762.96 sq. yards or thereabouts situated at Chandigarh,
 which plot is more particularly described in the plans, filed in
 the Office of the Estate Officer, Chandigarh and signed by the
 Estate Officer, Chandigarh, on the 7th day of *July* 1976
 TOGETHER WITH ALL rights, easements and appurtenances whatsoever
 to the said plot belonging or pertaining to hold the premises
 hereby demised unto the lessees for 99 years from the date of
 auction and thereafter to hold the same for such further period
 and on such terms and conditions as the lessor may decide and
 yielding and paying therefor yearly rent at the rate of 2½ % of
 the premium for the first 33 years of this lease and at the rate
 of 3½ % of the premium for the next 33 years of this lease and at
 the rate of 5% of the premium for the remaining 33 years of the
 lease. The rent shall start accruing from the date of auction
 namely the *28th* day of *Sept*. 1975 and shall become due on



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the first anniversary of the date of auction and be payable by the 10th day of the following month.

subject always to the exceptions, reservations, covenants and conditions hereinafter contained, that is to say as follows. :-

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I. The lessor excepts and reserves unto himself all mines, minerals, coals, gold-washing, earth oils and quarries in or under the plot and full rights and powers at all times to do all acts and things which may be necessary or expedient for the purpose of searching for working, obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the plot or for any building for the time being standing thereon provided always that the lessor shall make reasonable compensation to the lessees for all damages directly occassioned by the exercise of the rights hereby reserved or any of them.

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II. The lessees for themselves, heirs, executors, and administrators and assigns, covenants with the lessor in the manner following, that is to say. :-

1. The lessees shall pay without demand unto the lessor the yearly rent hereby reserved within the time hereinbefore appointed and in the manner laid down in the Chandigarh Lease Hold of sites and Building Rules, 1973.

2. The lessees shall not deviate in any manner from the layout plan nor alter the size of the plot whether by sub division, amalgamation or otherwise.

3. The lessees shall, within a period of three years from the date of auction (and the time so specified shall be of the essence of the contract) after obtaining sanction to the building plans with necessary designs, plans and specifications from the Estate Officer at his own expenses, erect upon the plot and

complete it in a substantial and workmanlike manner the commercial building with the requisite and proper walls, sewers and drains and other conveniences in accordance with the sanctioned building plans and to the entire satisfaction of the Estate Officer.

4(a). The lessees shall not transfer or assign their rights in the site without the prior consent of the Estate Officer. Such permission shall not be given until the lessees have paid full premium and the rent due under the lease unless in the opinion of the Estate Officer exceptional circumstances exist for the grant of such permission and the proposed transferee undertakes to pay the balance of the premium and the rent in respect of this lease.

Provided that in the event of the consent being given the lessor shall be entitled to claim and recover 50% of the unearned increase in the value (i.e. the difference between the premium paid and the market value) of the site at the time of transfer or assignment and the decision of the lessor in respect of the market value shall, subject to the Chandigarh Lease Hold of Sites and Building Rules, 1973, be final and binding on the parties concerned.

Provided further that the lessees shall have the pre-emptive rights to purchase the property after deducting 50% of the unearned increase as aforesaid.

4(b). Notwithstanding anything contained in sub clause 4(a) above, the lessees may, with the previous consent in writing of the Estate Officer mortgage or charge the plot in favour of the Central Government, State Government, Chandigarh Administration, Life Insurance Corporation of India or any scheduled Bank for securing a loan to be advanced by them for constructing the building on the plot.

Provided that, in the event of sale or fore-closure of the mortgaged or charged property, the lessor shall be entitled to claim and recover 50% of the unearned increase in the value of the 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 plot shall be final and binding on all parties concerned.

Provided further that the lessor shall have the pre-emptive rights to purchase the mortgaged or charged property after deducting 50% of the unearned increase as aforesaid.

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5. The lessor's right to the recovery of 50% 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 executive or insolvency court.

6. Notwithstanding the restrictions, limitations and conditions as mentioned in sub clause 4(a) above, the lessees shall be entitled to sublet the whole or any part of the building that may be erected upon the plot for the purpose of General Trade only on a tenancy from month to month or for a term not exceeding five years.

7. Whenever the title of the lessees in the plot is transferred in any manner whatsoever, the transferee shall be bound by all the covenants and conditions contained herein and be answerable in respect thereof.

8. Whenever the title of the lessees in the plot is transferred in any manner whatsoever the transferror and the transferee shall, within three months of the transfer, give notice of such transfer in writing to the lessor.

In the event of the death of the lessees, the person or persons on whom the title of the deceased/s devolves shall, within three months of the devolution, give notice of such devolution to the lessor.

The transferee or the person/s on whom the title devolves, as the case may be, shall supply to the lessor the certified copies of the documents evidencing the transfer or devolution.

9. The lessees shall from time to time and at all times 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 the plot hereby demised or any building, to be erected there upon or on 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 arrears of land revenue.

11. The lessees shall in all respects comply with and be bound by the Punjab Capital (Development & Regulation) Building Rules, 1952, as amended from time to time and the Rules made thereunder and also to abide by the terms and conditions mentioned in the Allotment Letter as well as the

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General Conditions of Auction announced at the time of auction.

12. The lessees 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/s shall not, without the written consent of the lessor carry on or permit to be carried on, in the plot or in any building thereon any trade or business whatsoever or use the same or permit the same to be used for any purpose other than that mentioned in this Lease Deed/Allotment Letter/General Conditions of Auction or do or suffer to be done therein any thing whatsoever which in the opinion of the lessor may be a nuisance, annoyance or disturbance to the lessor and the persons living in the neighbourhood.

14. The lessee/s shall at all reasonable times grant access to the plot to the Estate Officer for being satisfied that the covenants and conditions contained herein have been and are being complied with.

15. The lessee/s 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/s shall remove the structures at his/their own expenses within such reasonable time, not exceeding three months, as may be prescribed by the Estate Officer and restore possession of the site in the condition in which he took the same at the commencement of the lease. If the lessee/s ~~the~~ fail/s to remove the structures within the period mentioned above, the Estate Officer shall be competent to remove the same and recover the expenses incurred in doing so from the person whose lease had been cancelled or auction/allot the site alongwith structures and after deducting the market value of the site refund the balance to the lessees. The Estate Officer shall determine the market value and his decision shall subject to the Chandigarh Lease Hold of Sites and Building Rules, 1973, be final and binding on the parties concerned.

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/s shall be liable to pay the penalty not exceeding 100% (one hundred percent) of the amount due which may be imposed and recovered in the manner laid down in section 8 of the Capital of Punjab (Development &

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Regulation) Act, 1952, as amended upto date 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/s or by any other person claiming through or under him or any of the covenants or conditions contained therein and on his 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-enter 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/s 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 may without prejudice to his rights or 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.

IV. No forfeiture or re-entry shall be effected until the lessor has served the lessee/s a notice in writing.

a) specifying the particular breach complained of, and

b) If the breach is capable of remedy, requiring the lessees to remedy breach and the lessee/s fail/s within such reasonable time, as may be mentioned in the notice to remedy the breach if it is capable of remedy and in the event of forfeiture or re-entry the lessor may in his discretion relieve against forfeiture on such terms and conditions as he thinks proper.

V. 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 specifically/ specially provided by these presents), the same shall be referred to the sole arbitration of the Chief Administrator 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 relates or that in the course of his duties as a government servant he has

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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 modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause/lease.

VI. 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 authorised by the Chief Administrator and shall be considered as duly served upon the lessor or any other 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 residence, office or place of business or usual or last known residence, office or place of business of the lessee/s or such other persons.

VII. All powers exercisable by the lessor under this lease may be exercised by the Chief Administrator. The lessor may also authorise any other Officer to exercise all or any of the powers exercisable by him under this lease.

VIII. In this lease the expression "Chief Administrator" means the "Chief Administrator" 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 "Chief Administrator" 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 "Chief Administrator" under this lease.

IX. The expression the "Lessor" and the 'Lessee/s' 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 lessees his/their heirs, executors, administrators or legal representatives and the person or persons in whom the lease hold interest thereby created shall for the time being be vested by assignment or otherwise.

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X. This lease is granted under the Capital of Punjab (Development & Regulation) Act, 1952, as amended and Government Grants Act, 1895 XV (Act XV of 1895).

IN WITNESS WHEREOF sh. *R. S. Doon H.C.S.* for and on behalf of and by the order and direction of the lessor has thereunto set his hand and *sh. Sat Pal,* *Shri: Aruna Jain and Sh. Rajnish Jain* the lessees, has/have hereunto set his/their hands the day and year first above written.

signed by sh. *R. S. Doon*
H.C.S.
for and on behalf of and by the order and direction of the President of India (Lessor) in the presence of :-

Sh. Sat Pal
LESSOR
ESTATE OFFICER

Sh. Surjan Singh
S.E.O.

Shri *Sat Paul Jain*
Mrs *Aruna Jain*
Rajnish Jain

Aruna Jain
Rajnish Jain
LESSEES

signed by S/sh

Sh. Surjan Singh
S.E.O.

In the presence of witnesses :-

1. Name *Jatinder Kaurhal*
Sr. Asstt.
Address *Estate office, U.T. Chand*

Jatinder Kaurhal
signatures

2. Name *Sant Ram Kashyap*
Sr Asstt.
Address *Estate office, U.T., Chandigarh.*

Sant Ram Kashyap
signatures