D.D.A./P.P.

## PERPETUAL LEASE

Fill (11) 19/14 THIS INDENTURE made this . day of November 720 thousand aine hundred and ...... BETWEEN THE PRESIDENT OF INDIA (hereinafter called part and All India Saciety for Health Aid Education & Research (A.S. H.A) President/Seorglary, Shri/Sryl Roj Par Idalle President of the douch the Societies Registration Act... .....and having its registered office is Sector-180 Phase-B. Distarka, New Delli- 110075 (hereinafter called "the Lessee") of the other part. WHEREAS THE LESSEE HAS applied to the Lessor for the grant of a perpetual lease of nazul land and the Lessor has on the faith of the statements and the representation made by the Lessee agreed to demics the plot of nazul land hereinafter described and in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that in consideration of the Lessee having Fid to the Lessor Rs. 25, 61, 60,600 (Rs. Three Ly Five Croves Sixty One Lake Sixty Thrusand only

towards premium before the execution of these presents (the receipt whereof the Lessor hereby acknowledges) and of the rent hereinafter reserved and of the covenants on the part of the Lessee hereinafter contained, the Lessor, doth hereby demise unto the Lessee

ALL THAT plot of nazul land containing by admeasurement an area of 2000 Sqm. or there about situate at Sector-18, Alexe-12, Decayles, New Dalks -

which nazul land is more perticulary described in the schedule hereunder written and with boundaries thereof for greater clearness have been delineated on the layout plan annexed to these presents and thereon coloured red (thereinafter called "the said nazul land) TOGETHER with all rights, easements and appurtenances whatsoever to the said nazul land belonging or appertaining TO HOLD the premises hereby demised unto the Lesce in

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And the rent amounting to Rs. 24 04 100 (Rs. 2004 The University form) the date of commencement of this lease to the last mentioned date having been paid before the execut on of these presents.

Subject always to the exception; reservations, covenant and conditions hereinafter, contained, that is to say as follows;—

I. The Lessor excepts and reservers unto himself all mines, minerals, coal, gold-washing, earth oils and quarries in or under the said land and full right and power at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, working, obtaining removing and enjoying the same without providing or leaving any vertical support for the surface of the said land or for any building for the time being standing thereon provided always that the Lessor shall make reasonable compensation to the Lessee for all damage directly occassioned by the exercises of the rights hereby reserved or any of them.

II. The Lessee for himself, successor and assignees covenants with the Lessor in the manner following that is to say;

(1) The Lessee shall pay within such time such additional sum or sums toward-permium as may be decided upon by the Lessor on account of the compensation awarded by the Land Acquisition Collector in respect of the said land or any part thereof being enhanced on reference or in appeal or both and the decision of the Lessor in this behalf shall be final and binding on the Lessee.

The yearly rent of ..... two & hot? percent of the premium hereby reserved shall be calculated on the sum received towards premium by the Lessor before the execution of these presents and such additional sum or sums payable towards premium as provided herein from ..... 25th day of October Through thousand sine hundred, and Nine feet

(2) The Lessee shall pay unto Lessor the yearly rent hereby reserved on the days and in the manner herein appointed.

(3) The Lessee shall not deviate in any manner from the Master Plan for Delhi and the Zonal Development Plans nor alter the size of the said land whether by sub-division amalgamation or otherwise.

(4) The Lessee shall, within a period of the years from the 35 th days of October 7250 per thousands nine hundred and Mine Leau after obtaining sanction to the building plan, with necessary designs, plans and specifications from the fraper Municipal or other Authority atour expense esseet upon the Said of

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land and complete in a substantial and workmanlike manner a building for Mere Lisewers and drain and other conveniences in accordance with the sanctioned building plan and to the satisfaction of such municipal or other authority.

(5) (a) The Lessee shall not sell, transfer, assign or otherwise part with possession of the whole or any part of the said land or any building thereon except with the previous consent in writing of the Lessor which he shall be entitled to refuse in his absolute

PROVIDED that such consent shall not be given for a period of ted years from the commencement of this lease unless, in the opinion of the Lessor, exceptional

PROVIDED FURTHER that, in the event of the consent being given the Lessor may impose such terms and conditions as he thinks fit and the Lessor shall be emitted to claim and recover the whole or a portion (as the Lessor may in his absolute discretion determine) of the uncarned increase in the value (i.e. the difference between the premium paid and the market value) of the said land at the time of said, transfer, assignment, or parting with the possession and the decision of the Lessor in the respect of the market

PROVIDED FURTHER that the Lessor shall have the pre-emptive right to purchase the property after deducting such percentage as decided by the Lessor of un-earned

(b) Notwithstanding any thing contained in sub-clause (a) above, the Lessee may with the previous consent in writing of the Lt. Governor, of Delhi (hereinafter called "the Lt. Governor") mortgage or charge the said land 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 mortgaged or charged property, the Lessor shall be entitled to claim and recover such percetage as decided by the Lessor of the uncarned increase in the value, of the said land as aforesaid, and the amount of the Lessor's share of the said uncarned increase shall be a first charge, having priority over the said mortgage or sharge. The decision of the Lessor in respect of the market value of the said land 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 such preentage as decided

- (6) The Lessor's right to the recovery 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.
- (7) Whenever the title of the Lessee in the said land is transferred in any manner whatsoever, the transferee shall be bound by all the covenents and conditions contained herein and be answerable in all respects therefore.

(8) Whenever the title of the Lessee in the said land is transferred in any manner whatsoever the transferor and the transferoe shall, within three months of the transfer SEAT notice of such transfer in writing to the Lessor.

consserce or the person on whom the title devolves, as the case may be, shall

KANTA RANA App. by Gavl. of NCT of Delhi Regn. No.090/06

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supply the Lessor certified copies of the document(s) evidencing the transfer or devolu-

- (9) The Lessee shall from time to time and at all times pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the continuance of this lease be assessed, charged imposed upon the said land hereby demised or on any building to be erected thereupon or on the landlord or tenant in respect thereof.
- (10) All arrears of rent and other payments due in respect of the said land hereby demised or any of them shall be recoverable in the same manner as arrears of land
- (11) The lessee shall in all respects comply with and be bound by the building, drainage and other bye-laws of the proper municipal or other authority for the time being
- (12) The lessee shall not without sanction or permission in writing of the proper municipal or other authority erect any building or make any alteration or addition to such
- (13) The Lessee shall not without the written consent of the Lessor carry on, or permit to be carried on, on the said land 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 of Nursing Horae or do or suffer to be done therei

or do or suffer to be done therein any act, or thing whatsoever which in the opinion of the Lessor may be nuisance, approvance or disturbance to the Lessor and persons living in neighbourhood.

PROVIDED that if the Lessee is decirous of using the said land or the building thereon for a purpose other than that of Nursing Home

.....the Lessor may allow such charge of user on such terms and conditions including payment of additional premium and additional searly rent as the Lessor may in his absolute discretion determine.

- (14) The Lessee shall at all reasonable times grant access to the said laad to the Lt. Governor for being satisfied that the convenants and conditions herein contained have
- (15) The Lessee shall on the determination of this Lease peaceably yield up the said land and the buildings thereon upon the Lessor.

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 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 Lease has been obtained by suppression of any fact or by any mis-statement, mis-represention or fraud or if there shall have been, in the opinion of the Lessor, whose decision shall be final, my breach has the description of any person claiming through or under it, or of any of the covenants of conditions herein contained and on its part to be observed or performed, then and in any such case. It shall be lawful for the Lessor, notwithstanding the waiver of any and in any such case, It shall be lawful for the Lessor, notwithstanding the waiver of any jous cause or right of re-entry upon the said land hereby demised and the buildings App. by Gon of

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thereon to re-enter upon and take possession of the said land and the buildings and fixture thereon and threupon this demise and everything herein contained shall cease and determine and the cease shall not be entitled to any compensation what so ever, not to the raturn of any premium paid by it.

PROVIDED that, notwithstanding any thing contained herein to the contrary, the Dessor may without prejudice to his right of re-entry as aforesaid, and in his absolute discretion, waive or condone breaches temporarily or otherwise, on receipt of such amount and on such terms and conditions as may be determined by him and may also accept the payment of the said sum or sums of the rent which shall be in arrear as aforesaid together with interest at the rate of ten percent per annum or such other rate as the lessor may in his absolute discretion prescribed from time to time,

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

(a) specifying the particular breach complained of, and

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NOT of Dem NO ONOME (b) if the breach is capable of remedy requiring the Lesses to remedy the breach, and the Lessee fails within such reasonable time as may be mentioned in the notice to remedy the breach if it is capable of remedy and in the event of forfeiture or re-entry the Lessor may in his discretion relieve against forfeiture on such terms and conditions as he thinks proper.

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

- (a) for breach of covenants and conditions relating to sub-division or amalgamation erection, completion—the alteration of the size of the said land and transfer of the said land as mentioned in Clause II, or
- (b) in case this lease has been obtained by suppression of any fact, mis-statement.
- V. The rent hereby reserved shall be enhanced from the first day of January one thousand nine hundred and forty. Wive and thereafter at the end of each successive period of thirty years provided that 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 bldgs., at the date on which the enhancement is due and such letting value shall be assessed by the Colector or Additional Collector of Delhi as may be appointed by the Lessor.

PROVIDED ALWAYS that any such assessment of the 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 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 proceeding for or in relation to any such appeal shall be in all respects governed by the p. ovisions of the said Act, in the same manner as if the same had been taken thereunder.

In the event of any question, dispute or difference arising under these presents. VI. 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 Governor or any other person appointed by him. It will be no objection that are itrator is a Government Servant, and that he has to deal with the matters to which App. by Gort of

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the 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 there under and any modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this Clause.

VII. All notices, orders, directiona, consents, or approvals to be given under this Lease shall be in writing and shall be signed by such officers as may be authorised by the Lt. [Governor and shall be considered as duly served upon the Lessee if the same shall have been delivered at or sent by post to the registered office of the Lessee or any person claiming any right to the said land if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said land 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 or such person.

- vIII. All powers exercisable by the Lessor under this lease may be exercised by the Lt. Governor. The Lessor may also authorise any other officer or officers to exercise all or any powers exercisable by him under this Leake.
- (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 Lease except the powers of the lessor exercisable by him by virtue of sub-clause(a)

IX. In this 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 abolised, 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. Gavernor 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 the Lease.

X. The expression 'the Lessor' herein before used shall where the context so admits include his successors and assigns, and the expressions 'the Lessee" hereinbefore used shall mean the At! Praire Soviety for Health Aid Blucetion & Research (A-S. H.A)

XI. This lease is granted under the Government Grants Act. 1895. (Act. XV of 1895).

IN WITNESS WHEREOF Shir S. S. Kause LAO ......for and on behalf of and by the order and direction turo set his hand and the common seal of the Lessee has hereunto been affixed the day and year first above written.

KANTA RANA

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Witness

Surender Solanki, Kamal Solanki

### Certificate (Section 60)

Registration No.17,287 in Book No.1 Vol No 7,443 \ \ on page 173 to 180 on this date 13/11/2019 12:44:04PM and left thumb impressions has/have been taken in my presence.

day Wednesday

Date 13/11/2019 13:42:01

New Delhi/Delhi







Revenue Department NCT of Delhi

DORIS

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(7)

for and on behalf of and by the order and direction of the President of India (Lessor) in the presence of. (Lessee) is hereby affixed in the presence of (Name and designation) in pursuance of bye-law of the managing Committee of the BH-13 EAST SHALLMAR (2) Shri. KAMAL SOLAPIT KANTA RANA BA-13 EAST SHA LIMBR BASH App. by Govt. of (THE SCHEDULE ABOVE REFERRED TO) NCT of Delhi North .... Regn. No.090/06 South ..... East ..... As Per Plan Attretad Attested Photo Copy

Notary Public, Delhi

ATTESTED

0 2 DEC 2021

#### Deed Related Detail

D d Name PERPETUAL PERPETUAL LEASE Land Detail Tehsil/Sub Tehsil Sub Registrar VII **Building Type** Village/City Place (Segment) Property Type Institutional Property Address House No.: Sec 18 Ph II, Road No.: , Dwarka Area of Property 2,000.00 Sq.Meter 0.00 Money Related Detail Consideration Value 256,160,000.00 Rupees Stamp Duty Paid 17,558,500.00 Rupees Value of Registration Fee 2,561,600.00 Rupees Pasting Fee 100.00 Ruppes Transfer Duty 8779250 Rupees Government Duty 8779250 Rupees This document of PERPETUAL PERPETUAL LEASE Presented by: Sh/Smt. in the office of the Sub Registrar, Delhi this 13/11/2019 12:00:00AM Registrar/Sub Registrar Sub Registrar VII Delhi/New Delhi Signature of Presenter Execution admitted by the said-Shri LMs and Shri/Ms. ALL INDIA SOCIETY FOR HEALTH AID EDU AND RESEARCH THR S#RAJPAL o W/o D/o J Ram R/o BH IS East Shalimar Bagh nd ified by Shri/Smt/Km. Surender S Contents of the document exp conditions and admit them as correct. Certified that the left (or Right, Date 13/11/2019 Delhi/New Delhi KANTA RANA App. by Govt. of NCT of Delhi Regn. No.090/06 NIC-DSI

# दिल्ली विकास प्राधिकरण



L.D.P.

Delhi Development Authority मिसिल संख्या File No..... FIICID19/1L दुकान/प्लाट सं. Shop/Plot No..... ब्लॉक सं Block No..... योजना पॉकेट सं. Scheme: E-AUCTION Poeket No.... Sector No.18A भूगि उपयोग/उपयोग परिसर Land Use/Use Premises: NURSING HOME इलाका Locality: DAWARKA HOSPITAL VENKATESHWAR HOSPITHL N. H. GREEN THE 3334m ROAD - 20.00M. R/W क्षेत्रफल Area: 2000:00 59M Sq.yd/Sq.m./Acre/Fieelare नेभारी/खरादार के द्वारा तैयार पहादाता/बेचनेवाला Lessor/Venda Lessee/Vendee Prepared by 31.10.2019 For All India Scout for Health & Education & Research (A.S.H.) (Shvam Singh Rawat) La destration Officer

to a destration Officer

to a destrate only A-4(5) LD 5.8.120 Vikas Jaszin Liew Dolhi



Attested Photo Copy

Notary Public, Delhi 0 5 DEC 5831

## DELHI DEVELOPMENT AUTHORITY INSTITUTIONAL LAND BRANCH A-216, Vikas Sadan, INA, New Delhi-110023

No. F. 11(11)19/IL/ | 6 | 7

Dated \$ 5 /09/2019

To

The President/Secretary,
All India Society for Health Aid Education & Research,
Venkateshwar Hospital,
10th Floor, Sector-18-A, Dwarka,
New Delhi-110075

Sub:- Allotment of land measuring 2000 Sqm. for Nursing Home at Sector-18, Phase-II, Dwarka, New Delhi through e-auction.

Sir,

With reference to online e-auction held on 26.07.2019, I am directed to inform you that the bid of Rs.25,61,60,000/- (Rupees Twenty Five Crore Sixty One Lakh Sixty Thousand only) offered by you against the reserve price of Rs. 25,53,60,000/-, on the basis of lease hold rights of the above mentioned plot/land at Sector-18, Phase-II, Dwarka, New Delhi has been accepted by the Competent Authority subject to following conditions: -

- The bidder would abide by the terms and conditions laid down in the tender document for e-auction of institutional plots.
- 2. The area of the land/ plot is also subject to variation in size, as per requirement of layout plan and actual demarcation of the plot at site etc. However, in case of any increase in the actual area of the plot, the bidder will be liable to pay pro rata additional premium and in case of decrease in the area, refund will be made by DDA on pro rata basis.
- 3. The allotted land shall be used for the purpose of Nursing Home.
- 4. The building plans should be got approved from the Lessor/DDA/Local body, before getting the same sanctioned for the construction on allotted land and construction as per sanctioned plan shall be completed thereon within a period of 5 years from the date of taking over the physical possession of the plot allotted.

**FOTAL** 

5. The details of payment schedule are as follows: -

#### A. Payment Schedule:

Total Premium/bid amount of plot

Documentation charges

Ground Rent for the first Eve Cars @ of Re.1/-

per annum /

Rs. 25,61,60,000/-

Rs. 45/-

Rs. 5/-

Rs. 25,61,60,050/-

B. Earnest Money Deposited:

Rs. 20,00,000/- 9.

C. 25% of quoted price - EMD deposited:

6,20,40,000/-

D. Balance Amount Payable by bidder (A-C)

Rs. 19,21,20,050/-

E. The bidder shall pay Ground Rent@ 2.5% per annum of total premium/bid amount after five years

Rs. 64,04,000/-

The balance payment of Rs. 19,21,20,050/- (i.e. 75% of the premium/bid amount) will be deposited within 90 days from the issue of this demand-cum-allotment letter. This amount is to be paid by way of Bank Draft/Pay orders/RTGS/NEFT in the Branches of Central Bank of India/State Bank of India, Vikas Sadan, INA, New Delhi- 110023 and shall submit a copy of the bank challan/transaction detail to Dy. Director (IL).

- 6. That it will be the bidder/allottee responsibility of the bidder to keep proper watch and ward on the land and protect it against any encroachment, after taking over the physical possession of the plot.
- 7. The terms and conditions as mentioned in the tender document, duly signed must be submitted on non-judicial stamp paper of Rs. 10/- and duly attested by the Notary public.

You are therefore, requested to deposit the demanded amount and the required documents as referred to above, within the stipulated period failing which action will be taken accordance with the terms and conditions of tender documents.

> CANTA RANA pp. t. govt. of

Regn. No.090/06

(S.S.Rawat) Asstt. Director (IL)/LAO

Copy for kind information to: -

1. Commissioner (Plg.), DDA, Vikas Minar, New Delhi-110002

2. Chief Engineer, (WZ), DDA, Manglapuri, New Delhi-110045

3. Dy. Dir. (S)LD, DDA, Vikas Sadan, New Delhi-110023

4. Dy. CAO (LC)-I, DDA, Vikas Sadan, New Delhi-110023

Asstt. Director (IL)/LAO

Attested Phote-Copy
Notary Public, Delhi
02 DEC 2021



## DELHI DEVELOPMENT AUTHORITY

LAND DISPOSAL DEPARTMENT SURVEY BRANCH "A" Block, Vikas Sadan, INA, New Delhi-23

## POSSESSION SLIP

As per possession Letter No. F.11(11)19/IL/1729 dated 23.10.2019 issued by Dy. Director(IL) of DDA, it is certified that physical possession of land measuring 2000.00 Sqm at Sector No. 18a, Phase-II, Dwarka Project adjoining Venkateshwar Hospital has been taken over by me from DDA on 25.10.2019 for Nursing Home purpose. The plot dimensions are checked and verified at site. The plot is free from encroachment and properly demarcated. The possession plan is enclosed herewith.

Possession Taken over by allottee

Education of Math And S.H.A.)

Signatory

Possession Handed over by DDA

35.10.2019

Assit, Director (S) LD Delhi Developmont Automi Vikas Sarlam, INA, NOW 1986.

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Notary Public, Delhi

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