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29/6/2001
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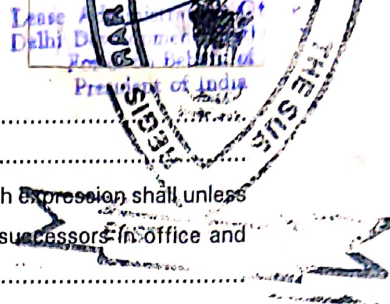
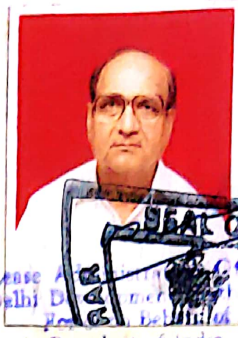
277111
Date 10-2-2000
Certified full room Duty Rs. 165/-
Transfer Duty of Rs. 275/-
Total Rs. 440/-
(Rupees Four Hundred and 40/- Only)
has been Paid via T.O. Date 15-2-2000
Signature of Collector of Stamps
Collector of Stamps
Vivek Vihar/Preet Vihar, Delhi

Driving Lic No P-97111524

DELHI DEVELOPMENT AUTHORITY
Co-op. House Building Society

Conveyance Deed

Sub-Lessee Case



This conveyance made on this 20-6-2000

day of.....
between the President of India, hereinafter called "The Vendor" (which expression shall unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part and Shri/Smt. H.R. VERMA

son/daughter/wife/widow of Shri. K.C. VERMA

R/o B-228, YOTANA VIHAR, DELHI-110092

hereinafter called "the Purchaser" (which expression shall unless excluded by or repugnant to the context be deemed to include his/her heirs, administrators, representatives and permitted assigns) of the other parts.

WHEREAS the purchaser member is a member of PLANNING COMMISSION
Co-op. House Building Society and the said society was allotted land meas.....
Acre/Bighas.....
Biswa..... at VILLAGE KARKAR DOOMA
vide lease deed dt. 4-1-1974 and registered with
the Sub-Registrar of Delhi/New Delhi as document No. 2856
in Addl. Book No. I Volume No. 1348
at pages..... to..... on dated 4-1-1974

AND WHEREAS, by a sub-lease dated 31-1-1983 made between
the above "Vendor" described therein as "Leassor" of the one part, the said Co-op. Society
described therein as "Lessee" of the second part & above "Purchaser" described therein as
'sub-lessee' of the third part and registered in the office of the Sub-Registrar Delhi/New Delhi
being Serial No..... in
Addl. Book No. I Volume No. 1612
at pages 71 to 79 on
dated 4-2-1983 (hereinafter referred to as the said Sub-lease
deed) a piece and parced of land meas. 125.27 Sq. YARDS
sq. mtrs. Plot No. 228 Block No. B, PLANNING Comm CHRS
out of the land Leased to the said Co-op. Society was demised and assured unto the said Sub-
lessee/purchaser subject to the terms & conditions mentioned therein.

Lease Administration Officer
Delhi Development Authority
For & on behalf of
President of India

(ii)

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

NOW THIS INDENTURE WITNESSES THAT in consideration of sum of Rs. 5460/- (Rupees FIVE THOUSAND FOUR HUNDRED SIXTY ONLY) paid before the execution hereof (the receipt whereof the Vendor hereby admits and acknowledges) 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 Plot No. 228 Block No. B in Co-operative House Building Society Ltd. (hereinafter referred to as the said property), more fully described in the schedule hereunder together, with all reminders, rents, issues and profits thereof TO HAVE AND TO HOLD the same unto the purchaser absolutely and forever, SUBJECT to the exceptions, reservations, covenants and conditions hereafter contained that is to say, as follows :-

1) The Vendor excepts and reserves unto itself all mines and minerals of whatever nature 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 part 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 respect of said property and to all public rights or easement affecting the same.

2) "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 condoned 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 fee possession of the said property and the Vendor doth hereby releases the Purchaser from all liability in respect 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.

Lease Administration Officer
Delhi Development Authority



9 said
the
is

5-16

(iii)
In witness whereof Sh./Smt. R. K. SHARMA for
and on behalf of and by the order and direction of the Vendor has hereunto set his/her hand
Sh./Smt. H. R. VERMA
S/o Sh. K. C. Verma (hh)
the purchaser, have, hereunto, set his/her hands day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

All that plot of land being the residential Plot No. 228 in Block No. B
in the lay out plan of PLANNING COMMISSION CHBS LTD
and measuring 125.27 Sq. yds. or thereabouts bounded as follow :

NORTH PLOT No. 229, Block B.
EAST 15 ft. Service Road / LANE
SOUTH SERVICE LANE
WEST 30 ft. WIDE ROAD

Signed by Shri. R. K. SHARMA
LAO (CS) D.D.A.

for and on behalf of and by the order and directions of the President of India (Vendor)

in the presence of :

(1) Shri/Smt. R. P. PATHAK
LAO (CS) D.D.A.

Signed by Shri/Smt. H. R. VERMA
S/o Sh. K. C. Verma (hh)

(VENDOR)

[Signature]
Lessee Administration Officer
Delhi Development Authority
For & on behalf of
President of India

(PURSHASER)

in the presence of :

(1) Shri/Smt. K. B. LALL
B-221, Yojana Vihar
Delhi-92

(2) Shri/Smt. K. D. SHARMA
B-242, Yojana Vihar
Delhi-92

(3) Mr. R. D. Gupta
B-171, YOJANA VIHAR
Delhi -110092

(4) SOMESH VERMA
B-228, YOJANA VIHAR
Delhi -110092

[Signature]
(R.D. Gupta)

[Signature]
SOMESH VERMA



Scanned with OKEN Scanner

228
2-111
केवल कार्यालय के प्रयोग के लिए
For Official Use Only

John
14/7/83

दिल्ली प्रशासन
DELHI ADMINISTRATION
(भूमि तथा भवन विभाग)
(Land and Building Department)

शाश्वत उप-पट्टा
PERPETUAL SUB-LEASE



दिल्ली प्रशासन
(भूमि और भवन विभाग)

शाश्वत उप-पट्टा

एक पक्षकार के रूप में भारत के राष्ट्रपति (जिन्हें इसमें इसके पश्चात् 'पट्टाकर्ता' कहा गया है) और दूसरे पक्षकार के रूप में जो दिल्ली संघ राज्य क्षेत्र में यथा प्रवृत्त बाम्बे कोआपरेटिव सोसाइटीज ऐक्ट, 1925 के अधीन रजिस्ट्रीकृत सोसायटी है, जिसका कार्यालय—

में स्थित है (जिसमें इसमें इसके पश्चात् 'पट्टेदार' कहा गया है) और तीसरे पक्षकार के रूप में श्री/श्रीमती—

(जिसे इसमें इसके पश्चात् 'उप-पट्टेदार' कहा गया है) के बीच एक हजार नौ सौ—
के—के—दिन किया गया यह इकरारनामा ।

अतः एक हजार नौ सौ—के—के—दिन
निष्पादित किए गए और रजिस्ट्रार/उप-रजिस्ट्रार दिल्ली/नयी दिल्ली के कार्यालय में रजिस्टर किए गए पट्टे द्वारा (जिसे इसमें इसके पश्चात् 'पट्टा' कहा गया है) पट्टाकर्ता ने इसमें उल्लिखित आवासी प्लॉटों को पट्टेदार को शाश्वत रूप से पट्टे पर दे दिया है ।

और यतः पट्टे के अधीन पट्टेदार ऐसे प्रीमियम और वार्षिक किराए पर जिसे पट्टाकर्ता नियत करे, एक आवासी प्लॉट पट्टेदार के प्रत्येक ऐसे सदस्य को, जिसे दिल्ली के उपराज्यपाल (जिन्हें इसमें इसके पश्चात् 'उपराज्यपाल' कहा गया है) स्वीकृत करें, उप-पट्टे पर देगा ।

और यतः उप-पट्टेदार ने आवासी प्लॉट का शाश्वत उप-पट्टे के लिए पट्टेदार से आवेदन किया है और पट्टेदार उप-पट्टेदार के कथनों और अभ्यावेदनों पर विश्वास करते हुए पट्टा देने के लिए सहमत हो गया है तथा पट्टाकर्ता आवासी प्लॉट के शाश्वत उप-पट्टे का अनुमोदन करने के लिए सहमत हो गया है ।

और यतः पट्टेदार के आवेदन पर पट्टाकर्ता ने इस विलेख के निष्पादन से पूर्व, प्रारम्भ में प्रीमियम के रूप में संदेय की जाने वाली रकम नियत कर दी है (और पट्टाकर्ता तत्पश्चात् इसमें इसके पश्चात् अन्तर्विष्ट प्रसंविदाओं में यथा उपबंधित प्रीमियम के रूप में संदेय अतिरिक्त राशि या राशियां नियत करेगा) और एतद् द्वारा उप-पट्टे पर दिए आवासी प्लॉट का वार्षिक किराया नियत कर दी/दिया है ।

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

अतः अब यह इकरारनामा इस बात का साक्षी है कि इस विलेख के निष्पादन के पूर्व—
(केवल—रूपये) और विकास के लिए—
रूप) उप-पट्टेदार के पट्टेदार को संदाय के (जिसकी प्राप्ति पट्टेदार इसके द्वारा स्वीकार करता है) और इसमें इसके पश्चात् आरक्षित किराए के तथा उप-पट्टेदार की ओर से की गई प्रसंविदाओं के, जो इसमें इसके पश्चात् अन्तर्विष्ट हैं, प्रतिफलस्वरूप पट्टेदार इसके द्वारा उप-पट्टेदार को उस समस्त भूमि का प्लॉट, जो—

है और



के अभिन्यास द्वारा सं—
जिसकी ओर—
क्षेत्रफल या इसके लगभग है और जो—

DELHI ADMINISTRATOR

(Land and Building Department)

PERPETUAL SUB-LEASE

THIS INDENTURE made this 31st day of January 1984 one thousand nine hundred and eighty four

BETWEEN THE PRESIDENT OF INDIA (hereinafter called "the Lessor") of the one part and
Planning Commission Cooperative
House Building Society Ltd.

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

Yojna Bhawan, Parliament Street,
New Delhi.

(hereinafter called "the Lessee") of the second part and Shri/Shrimati
H.R. Verma s/o Shri K.C. Verma,
C-II/36, Moti Bagh I, New Delhi.

(hereinafter called "the Sub-lessee") of the third part.

WHEREAS BY A LEASE executed on the twenty eighth day of May 1984 one thousand nine hundred and eighty one and registered in the office of the Registrar/Sub-Registrar, Delhi/New Delhi (hereinafter called "the Lease") the Lessor 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").

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 made by the Sub-Lessee, the Lessee, has agreed to grant and the Lessor has agreed to confirm a perpetual sub-lease of a residential plot.

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 hereby sub-leased.

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

NOW THIS INDENTURE WITNESSETH that in consideration of the Sub-Lessee having paid to the Lessee Rs. 1772.30 (Rs. one thousand seven hundred seventy two & P. thirty only) towards premium and Rs. 9473.50 (Rs. nine thousand four hundred seventy three & P. fifty only) towards development before the execution of these presents (the receipt whereof the 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. 228 Block No. -

In the lay-out plan of Planning Commission Cooperative

House Building Society Ltd.

containing by admeasurement an area of 125.27 sq. yds.

or thereabouts situate at

Village Karkardooms

Additional Secretary (L.A.)
Delhi Development Authority
NEW DELHI

Additional Secretary (L.A.)
Delhi Development Authority
NEW DELHI

में स्थित है तथा जो आवासी प्लॉट इसमें नीचे दी गई अनुसूची में अधिक विशेष रूप से वर्णित है तथा और अधिक के लिए जिसकी सीमाएं इस विलेख के साथ उपाबद्ध रेखांक में अंकित की गई हैं और इस पर साल रंग से दिखाई गई है (जिसके पश्चात् 'आवासी प्लॉट' कहा गया है), उसके समस्त अधिकारों, सुग्राचारों तथा अनुलग्नों सहित जो उक्त आवासी के हैं या उससे संलग्न हैं (पट्टे में अन्तर्विष्ट अपवाहों और आरक्षणों के अधीन रहते हुए) इसलिए इसके द्वारा पट्टेदार करता है और पट्टाकर्ता इसलिए इसके द्वारा उप-पट्टे का अनुमोदन करता है कि उप-पट्टेदार अपने को इसके द्वारा पट्टा किए गए परिसर को उसके लिए—रु० (केवल—रु०) का वार्षिक किराया पेशगी से एक हजार नौ सौ—के/को—के—दिन तक और तत्पश्चात् प्रीमियम के, (पहले से दी गई राशि और ऐसी अन्य राशि या राशियों के, जो इसमें इसके पश्चात् अन्तर्विष्ट प्रसंविदाओं और शर्तों के अधीन प्रीमियम मदे इसके पश्चात् दी जाए) ढाई प्रतिशत की दर पर अथवा ऐसे अन्य वृद्धि किराये का जो इसमें इसके पश्चात् अन्तर्विष्ट प्रसंविदाओं और शर्तों के अधीन, इसके पश्चात् निर्धारित किया जाए और जिसमें से समस्त कटौतियां घटा दी गई हों, समान अर्धवार्षिक संदायों, में प्रतिवर्ष जनवरी के प्रथम दिन और जुलाई के प्रथम दिन पट्टेदार के रजिस्ट्रीकृत कार्यालय में या इस प्रयोजन के लिए पट्टेदार द्वारा समय समय पर अधिसूचित किए जाने वाले किसी अन्य स्थान में संदाय करके एक हजार नौ सौ—के/को—के—दिन से शाश्वत रूप में धारित करें, तथा इन संदायों में से प्रथम संदाय एक हजार नौ सौ—के/को—के—दिन तक किराया को—दिन से एक हजार नौ सौ—के/को—के—दिन तक किराया जो—रु० (केवल—रु०) होगा और ढाई प्रतिशत की दर से भू-किराया [एक हजार नौ सौ—के/की—के—दिन से एक हजार नौ सौ—के/को—के—दिन तक किराया] रु० (केवल—रु०) की दर पर वार्षिक रुपये भू-किराया देने के लिए सहमत हो गया है] यहां ऊपर वर्णित रूप से अर्ध-वार्षिक संदायों के रूप में देय होगा।

इस पट्टे में और इसमें, इसके पश्चात् अन्तर्विष्ट अपवाहों, आरक्षणों, प्रसंविदाओं और शर्तों के संवदा अधीन रहते हुए, अर्थात्:—

I. पट्टाकर्ता आवासी प्लॉट में या उसके नीचे की सभी छानों, खनिजों, कोयला, स्वर्ण क्षालन खनिज, तेल तथा खदानों, को आवासी प्लॉट की सतह के लिए या उस समय उस पर बने हुए किसी भवन के लिए कोई उध्यायार्थ आधार उपलब्ध किए या छोड़े बिना, खोजने, काम करने, प्राप्त करने, हटाने और उनका उपभोग करने के प्रयोजन के लिए आवश्यक या समीचीन सभी कार्य और बातें हर समय करने के सारे अधिकार और शक्ति को अपवादित करता है और अपने लिए आरक्षित रखता है। परन्तु संवदा यह कि पट्टाकर्ता इसके द्वारा आरक्षित अधिकारों 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 अपनी, अपने वारिसों, निष्पादकों, प्रशासकों और समनुदेशितियों की ओर से पट्टेदार से निम्न प्रकार से प्रसंविदा करता है, अर्थात्:—

(1) उप-पट्टेदार पट्टेदार को आवासी प्लॉट की बाबत प्रीमियम के तौर पर इतने समय के अन्दर अपनी अतिरिक्त राशि या राशियां संदत्त करेगा जो पट्टेकर्ता द्वारा, भूमि अर्जन कलक्टर द्वारा अधिनिर्णित प्रतिकर के मदे 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 विनिश्चित और नियत की जाएं और इस निमित्त पट्टाकर्ता का विनिश्चय अन्तिम होगा तथा उप-पट्टेदार और पट्टेदार पर बाध्यकर होगा।

इसके द्वारा आरक्षित प्रीमियम का ढाई प्रतिशत वार्षिक किराया, इस विलेख के निष्पादन से पूर्व पट्टेदार द्वारा प्रीमियम के तौर पर प्राप्त राशि पर तथा एक हजार नौ सौ—के/की—के—दिन से, इसमें इसके उपर्युक्त रूप से प्रीमियम के तौर पर संदेय अतिरिक्त राशि या राशियों पर, संगणित किया जाएगा।

(2) उप-पट्टेदार इसके द्वारा आरक्षित, वास्तविक किराया का पट्टेदार को संदाय इसमें इसके पूर्व नियत दिन को और रीति से करेगा।

(3) उप-पट्टेदार अधिनिर्णय रेखांक में किसी रीति से परिवर्तन नहीं करेगा और आवासी प्लॉट के आकार को चाहे उपविभाजन द्वारा, समांमेलन द्वारा या अन्यथा परिवर्तित नहीं करेगा।

(4) उप-पट्टेदार सभी मामलों पर ऐसी सभी प्रसंविदाओं और शर्तों का जहां तक वे उसे उप-पट्टा किए गए आवासी प्लॉट पर पेश किए गए पत्रों में वर्णित हैं जो प्राप्त और अनुपातन किए जाने के लिए पट्टेदार या उप-पट्टेदार की ओर से



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

one thousand nine hundred and seventy five day of September YIELDING AND PAYING therefor yearly rent payable in advance of Rs. 1/- one (Rupees one only) upto the twenty eighth day of September one thousand nine hundred and seventy five 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 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 one thousand nine hundred and seventy five and the rent amounting to Rs. 5/- (Rupees five only) from twenty ninth day of September one thousand nine hundred and seventy five up to twenty eighth day of September one thousand nine hundred and seventy five and ground rent at the rate of two & a half per cent [2 1/2% of the premium herein mentioned above from twenty ninth day of September one thousand nine hundred and seventy five upto twenty eighth day of September one thousand nine hundred and eighty one having been paid before the execution of these presents and the sub-lessee has agreed to pay further yearly ground rent at the rate of Rs. 44.30 (Rs. fourty four & P. thirty) payable by half yearly payments as herein mentioned above.

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

I. 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 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 (6) (a) of Clause 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 twenty ninth day of September one thousand nine hundred and seventy five

(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 covenants and conditions which are contained in the Lease on the part of the Lessee or Sub-Lessee, the covenants 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.

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(5) The Sub-Lessee shall, within a period of two years from the Twenty first day of January one thousand nine hundred Eighty Three (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 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:

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 unearned increase as aforesaid.

(c) Notwithstanding 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 the Lt. Governor reserves the right to resume any plot or part thereof on payment of reasonable compensation which may be required for the development of the area like laying of Sewerage, Trunk Service, Electric and telephone wires and water supply lines etc. or such other purposes, which may be deemed of public and General utility:

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 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 unearned 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 sub-clauses (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 the 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.

The transferee or the person on whom the title devolves, as the case may be, shall supply the Lessor and Lessee certified copies of the document (s) evidencing the transfer on devolution.

Additional Secretary (LA),

(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 by-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 thereon 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-Lessee 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 that 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 unforeseen expenditure to be made hereinafter by 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. 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 fraud or if there shall have been, in the opinion of the lessee or the Lessor, and the decision of the Lessor shall be final, any breach by the Sub-Lessee or by any person claiming through or under him of any of the covenants or conditions contained herein and in the Lease and on his part to be observed or performed, then and in any such case, it shall be lawful for the Lessor or the Lessee with the prior consent in writing of the Lessor, notwithstanding the waiver of any previous cause or right of re-entry upon the residential plot hereby sub-leased and the buildings thereon, to re-enter upon and take possession of the residential plot and the buildings and fixtures thereon, and thereupon this Sub-Lease and everything therein contained shall cease and determine in respect of the residential 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 or sums or the rent which shall be in arrear as aforesaid together with interest at the rate of ~~six per cent~~ **ten per cent** per annum. The amounts for waiver or condonation 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.

ten per cent per annum or

prevailing at the time of default

17. 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

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Lessee falls 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-statement, mis-representation or fraud.

V. The rent hereby reserved shall be enhanced by the Lessor from the first day of January ~~one thousand nine hundred and~~ Two Thousand and 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.

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 determined and

(a) the Sub-Lessee shall be deemed to be the successor in-interest 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-interest 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 obligations 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 thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

IX. All notices, orders, discretions, contents 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 authorise any other officer or officers to exercise all or any of the powers exercisable by him under this Sub-Lease.

(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 Lessee" hereafter used shall mean the

Planning Commission Cooperative
House Building Society Ltd.

IN WITNESS WHEREOF Shri

S.P. MARWAH

for 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 H.R. Verma S/o Sh. K.C. Verma the Sub-Lessee, has hereunto set his/her hand the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

All that plot of land being the residential plot No. 228 In Block No. _____
in the lay-out plan of Planning Commission Cooperative 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(35)/71. Bldg. 21st
dated the _____
day of May one thousand nine hundred and eighty and measuring _____
125.27 sq. yds. or there abouts bounded as follows :

North Road 30' wide
East Plot No. 229
South S. Lane
West S. Lane

Additional Secretary (LA)
Delhi Development Authority
NEW DELHI

Kailash Singh

1977

as shown in the annexed plan and marked with its boundaries in red

Signed by Shri S. R. Verma

for and on behalf of and by the order and direction of the President of India (Lessor) in the presence of :

(1) Shri S. R. Verma

The Common Seal of _____

~~Planning Commission Cooperative~~
~~House Building Society Ltd.~~ Society

(Lessee) is hereby affixed in the presence of

Shri _____

Kulwant Singh Hony Secretary.

(Name and designation) in pursuance of bye-law No. NII

of the Planning Commission Cooperative
~~House Building Society Ltd.~~

Society _____

(Lessee)/Resolution No. NII

dated the _____ of the
Managing Committee of the _____

~~Planning Commission Cooperative~~
~~House Building Society Ltd.~~ Society

(Lessee) and the said Shri _____

Kulwant Singh Hony Secretary.

has signed in the presence of :

(1) Shri S. R. Verma 15/7/78

(2) Shri P. C. Gupta 15/7/78

Signed by Shri/Shrimati H. R. Verma

Shri K. C. Verma

(Sub-Lessee)

in the presence of :

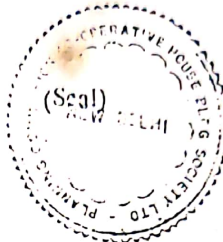
(1) Shri S. R. Verma 15/7/78

(2) Shri P. C. Gupta 15/7/78

15/7/78, K. C. Verma

Shri K. C. Verma

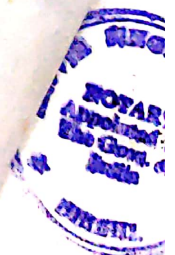
Additional Secretary
Habitat Development
NEW DELHI



Kulwant Singh
Planning Commission Cooperative
House Building Society Ltd.

ATTESTED

NOTARY DELHI INDIA



05 JUN 78



INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL02833838284552U
Certificate Issued Date	: 11-Mar-2022 01:07 PM
Account Reference	: IMPACC (IV)/ dl765603/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL76560394547051805904U
Purchased by	: HEMRAJ VERMA
Description of Document	: Article 4 Affidavit
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: HEMRAJ VERMA
Second Party	: Not Applicable
Stamp Duty Paid By	: HEMRAJ VERMA
Stamp Duty Amount(Rs.)	: 10 (Ten only)



Please write or type below this line

This Stamp Paper is integral part of Affidavit for
Property bearing No. B-228, Block-B, Yojana Vihar,
Delhi-110092

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shoestamp.com' or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
4. In case of any discrepancy please inform the Competent Authority.



AFFIDAVIT


I, H.R. Verma S/o Sh. K.C. Verma R/o B-228, Yojana Vihar, New Delhi-110092, do hereby solemnly affirm and declare as under:-

1. That I am the owner & in possession of **PROPERTY BEARING PLOT NO.228, IN BLOCK-B, AREA MEASURING 125.27 SQ. YARDS, SITUATED IN THE LAYOUT PLAN OF PLANNING COMMISSION CHBS LTD. (YOJANA VIHAR), YOJANA VIHAR, NEW DELHI.**
2. That the abovementioned property is free from all encumbrances and is not the subject matter or any dispute before any court of law/local authority or tribunal. The said property is also not the subject matter of any attachment orders passed by any court of law/govt./local authority or any other body.
3. That the said property is free from any charge/lien etc. in any form in favour of anybody.
4. That I have paid the taxes payable to the government / local authorities upto date.
5. That the abovesaid property shall not be mortgaged in future till the amount of loan is paid back to State Bank of India alongwith its interest etc.
6. That the property has not been constructed on unauthorized/ any land which is not permitted under the building bye-laws of the local authority.
7. That I have supplied the original title deed/documents to the Bank.
8. That the abovesaid property is free from any notification/ attachment orders/ stay order of any court/tribunal and the Deponent undertakes to indemnify the bank in case the same is found true.

H R 


9. That I shall abide by the terms and conditions as mentioned in title deed.

10. That I have deposited the title deed of the said property for purpose of E/M in favour of the bank.

HR 
DEPONENT

VERIFICATION

Verified at Delhi on this 11 (day) of March (Month), 2020, that the contents of our above affidavit are true and correct to my knowledge, no part of it is false and nothing material has been concealed therefrom.

HR 
DEPONENT

**EAST DELHI MUNICIPAL CORPORATION****PROPERTY TAX RECEIPT NO : PT-991659****FINANCIAL YEAR : 2021-2022**

A sum of Rs 21415 /- (TWENTY ONE THOUSAND FOUR HUNDRED AND FIFTEEN ONLY) has been received with thanks from Mr./Ms.

HEM RAJ VERMA towards the payment of tax for the Financial Year 2021-2022 as per the details given below :

Property UPIC	0180885A9AA9I00	
Property Address	PLOT/HOUSE/FLAT/ SHOP No.	B-228
	FARM HOUSE No.	
	SECTOR/PHASE No.	
	BLOCK/POCKET/ LINE/STREET No.	B BLOCK
	COLONY	YOJNA VIHAR
	WARD	ANAND VIHAR
Payment Mode	ZONE	SHAHDARA SOUTH ZONE
	LANDMARK	
	MODE	ONLINE
	TRANSACTION ID	1631695142339
	PAYMENT DATE	15-09-2021

☆ Note : For information of all concerned that the Property tax has been paid ONLINE , the receipt has been generated by the system and hence require no signature.

RECEIPT PRINTED ON : 15/9/2021



MEMORANDUM FOR RECORDING CREATION OF MORTGAGE BY DEPOSIT OF TITLE DEEDS

(To be stamped as per stamp duty applicable in the State for Mortgage by Deposit of Title Deeds)

1	Borrower's Name (Father's/Husband's name to be mentioned)	M/S BRAINWAVE MEDICAL TECHNOLOGIES PVT LTD
2	Borrower's address	Office No.4 , 1st Floor , CSC Market Block B , Yojna Vihar , New Delhi-110092
3	Mortgagor's Name (Father's/Husband's name to be mentioned)	Shri Hem Raj Verma S/o Shri Karamchand Verma/91 Yrs
4	Mortgagor's address	B 228, Yojana Vihar, Sakar pur Baramad, Sakar pur, East Delhi-110092
5	Name, age and designation of the person creating the mortgage, for and on behalf of the Mortgagor/representing the Company/Firm/Trust/HUF/Society, etc.	NAP
6	Amount secured by the mortgage (In figures & in words)	Rs.13,24,00,000/- (Rupees Thirteen Crore Twenty Four Lakh only) plus interest, enhanced interest, fees, commission, charges, costs and expenses including the legal costs (hereinafter referred to as " the Mortgage Debt ")
7	Date of deposit of title-deeds	10.03.2022
8	Name of the Bank's Official with whom the title deeds were delivered to and deposited by the Mortgagor/s	Mr. Arun Kumar Kushwaha (RMSME) Ms.Rishi Raj Kapoor(CSO)
9	Place of Deposit of title-deeds	New Delhi
10	Full description of the mortgaged property (Note : In addition to Land & Buildings, if fixed Plant & Machinery is also given, then, full description with identification marks, should be recorded)	Residential Building in the name of Shri Hemraj Verma situated at Plot No 228 , Block B , Area of Planning Commission CHBS Ltd , Yojana Vihar, New delhi, 110032, (Metro), Admeasuring Total Area : 125.27
1	Details of title-deeds deposited Eg: Name & Date of the Title Deed Registration No: Names of the Parties	1.Original Conveyance Deed registered as document No.2826, In Addl Book No I , Volume No 332, On pages 145 to 146, dated 29.06.2000, registered in the office of SR-VII, INA, New Delhi duly executed by DDA in favour of Shri Hem Raj Verma

1. That on the above date the mortgagor called on the Branch and delivered to and deposited with the above authorised officer of the Bank the above title-deeds with intent to create security by way of mortgage by deposit of title deeds in favour of the Bank.

2. The Mortgagor confirmed that the mortgage shall secure all earlier, present and future credit facilities, granted or continued or that may be granted or continued under or in respect of the mortgage debt and that it shall subsist notwithstanding the granting of totally new limits, facilities or account/s coming into credit, or inter-changeability of limits, cancellation of certain limits, etc.

3. The Mortgagor confirmed that the maximum amount intended to be secured by the mortgage was for the purpose of Section 79 of the Transfer of Property Act, 1882, and for no other purpose.

4. While making the deposit, the Mortgagor stated that the title deeds so deposited were the only title deeds in the possession, power and control of the Mortgagor in respect of the mortgaged properties.

5. The Mortgagor further stated that the property is in his actual possession and he has a clear and marketable title thereto, free from all encumbrances and save the charge/s created in favour of the Bank, there are no mortgages, charges, lien, lease or other encumbrances or attachments thereon nor such encumbrances shall be created in whatsoever manner or attachment allowed to be levied on the mortgaged properties, so long as the Borrower continues to be indebted or liable to the Bank.

6. The Mortgagor confirmed that if more than one property has been mortgaged, then each of the properties shall be liable as joint and several charge for the satisfaction of the mortgaged debt.