

33

0158

LEASE DEED

THIS LEASE DEED made on the 10th day of Dec. in the year one thousand nine hundred eighty between the New Okhla Industrial Development Authority, a body corporate constituted under section 3 of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) (hereinafter called the "Lessor" which expression shall, unless the context does not so admit, include its successor, assigns) of the one party and Sh. Ashok Kumar Rawar aged about 51 yrs. Sh. Sh. Manghu Ram (hereinafter called the "Lessee" which expression shall, unless context does not so admit, include his/her heirs, executors, administrators, representatives and permitted assigns) of the other part.

WHEREAS the plot hereinafter described forms part of the land acquired under the Land Acquisition Act, 1894 and developed by the Lessor for the purpose of setting up an urban and industrial township.

AND WHEREAS the Lessor has agreed to demise and the lessee has agreed to take on lease the said plot on the terms and conditions hereinafter appearing for the purpose of constructing residential building according to set backs and building plan approved by the Lessor.

1. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS :

That in consideration of the premium of Rs. 13500 (Rupees Thirteen thousand five hundred only) out of which Rs. 5400 (Rupees Five thousand four hundred only) have been paid by the lessee to the Lessor (the receipt whereof the Lessor doth hereby acknowledge) and the balance of which is to be paid by the lessee in the manner hereinafter provided in instalments and on dates specified below along with interest @ 15% A/c rate @ 4% in the interest will however be allowed if the instalments of premium of interest are paid on or before the date

(i)	Rs. <u>1012.50p</u>	on or before <u>30th June 1981</u>
(ii)	Rs. <u>1012.50p</u>	on or before <u>31st Dec 1981</u>
(iii)	Rs. <u>1012.50p</u>	on or before <u>30th June 1982</u>
(iv)	Rs. <u>1012.50p</u>	on or before <u>31st Dec 1982</u>

- (v) Rs. 1012.50 p. on or before 30th June 1983
 (vi) Rs. 1012.50 p. on or before 31st Dec 1983
 (vii) Rs. 1012.50 p. on or before 30th June 1984
 (viii) Rs. 1012.50 p. on or before 31st Dec 1984

and also in consideration of the yearly lease rent hereby reserved and the covenants, provisos and Agreement herein contained and on the part of the lessee to be respectively paid, observed and performed, the Lessor doth hereby demise and lease to the lessee, all that plot of land numbered as

21 situated in Block S at Sector No. X1 in the New Okhla Industrial Development Area, District Ghaziabad contained by admeasurement 15 x 7.5 mtrs = 112.5 sq. mtrs Square Metres be the same, a little more.

or less, and bounded.

On the North by 18 mtrs wide Road
 On the South by Plot No. S-4 - Sector X1
 On the East by Plot No. S-20 - Sector X1
 On the West by Plot No. S-22 - Sector X1

and which said plot of land is more clearly delineated and shown in the attached plan and therein marked red.

TO HOLD the said plot of land and premises (hereinafter referred to as 'the demised premises') with their appurtenances unto the Lessee for the term of 99 (Ninty Nine) years commencing from 10-12-80 except and always reserving to the Lessor.

(a) A right to lay water mains, drains, sewers or electric wires under or above the demised premises, if deemed necessary by the Lessor in developing the area.

(b) Full rights and title to all mines and minerals in and under the demised premises or any part thereof.

(c) Yielding and paying therefor yearly in advance during the said term unto the Lessor by or on the first day of April each year the yearly lease rent indicated below ;—

31

(a)	on each 100 Square Metres or part thereof	for the first 15 years.	Rs. 6/-per year.
(b)	— do —	for the next 15 years.	Rs. 12/-per year.
(c)	— do —	for the next 30 years.	Rs. 18/-per year.
(d)	— do —	for the next 30 years.	Rs. 27/-per year.
(e)	— do —	for the next 9 years.	Rs. 36/-per year.

II. AND THE LESSEE DOTH HEREBY DECLARE AND COVENANT WITH THE LESSOR IN THE MANNER FOLLOWING :-

(a) That the lessee will pay to the Lessor the balance of the premium in the instalments mentioned in clause I above by the dates mentioned therein. If the lessee shall fail to pay any instalment ~~within one month~~ from the due date for payment thereof, he shall thereafter pay the same with interest at ~~10% per annum~~ on the instalment in arrears from the due date till the date of payment provided that for failure to pay three consecutive instalments the lessor may determine the lease with penalties and consequences given in part III below.

(b) That the lessee will pay unto the Lessor at its office or as otherwise directed the said yearly lease rent clear of all deductions on the days and in the manner herein appointed for payment thereof and if the said yearly lease rent or part thereof remains in arrears, the Lessor shall be entitled to recover the same with twelve percent interest and costs.

(c) That the Lessee will bear, pay and discharge all rates, assessments of every description which during the said term be assessed, charged or imposed upon either on the landlord or the tenant or the occupier in respect of the demised premises or the buildings to be erected thereupon.

(d) That the lessee will obey and submit to all Direction issued or Regulations made by the Lessor now existing or hereafter to exist so far as the same are incidental to the possession of immovable property or so far as they affect the health, safety or convenience of the other inhabitants of the place.

Alaua

as mentioned in clause I above

clause

Alaua

Alaua

(30)

(e) That the lessee will at his own cost erect on the demised premises in accordance with the plans, elevation and design and in a position to be approved by the Lessor or any officer authorised by the Lessor in that behalf in writing and in a substantial and workman like manner, a residential building only with all necessary, sewers, drains and other appurtenances according to the Directions issued or Regulations made in respect of buildings, drains, latrines and connection with sewer.

(f) That the lessee will keep the demised premises and the buildings at all times in a state of good and substantial repairs and in a sanitary condition to the satisfaction of the Lessor.

(g) That the lessee will not make, or permit to be made, any alteration in or additions to the said buildings or other erections for the time being on the demised premises erect, or permit to be erected any new building on the demised premises without the previous, permission in writing of the Lessor and except in accordance with the terms of such permission and the plan, if any, approved by the Lessor or any Officer authorised by the Lessor in that behalf and in case of any deviation from such terms or plan, will immediately upon receipt of notice from the Lessor or such requiring him so to do, correct such deviation as aforesaid and if the Lessee shall neglect to correct such deviation for the space of one calendar month after the receipt of such notice than it shall be lawful for the ^{lessee} Authority to cause such deviation to be corrected at the expenses of the Lessee which expenses the lessee hereby agrees to reimburse by paying to the Lessor such amount as the Lessor (whose decision shall be final) shall fix in that behalf.

(h) That the lessee shall use the demised premises only for the purpose of constructing a building for residential purpose of customary home-occupation or residential cum medical and surgical clinic or dispensary or professional office and for no other purpose without the consent of the Lessor and subject to such terms & conditions as the Lessor may impose and will not do or suffer to be done on demised premises or any part thereof, any act or thing which may be or grow to be a nuisance, damage, annoyance, or inconvenience to the Lessor or the owners, occupiers of other premises in the neighbourhood.

(i) That the lessee will in no case assign, relinquish (except in favour of the Lessor), sub-let, transfer or part with possession of the demised premises without the prior permission of the Lessor. Such permission shall not

[Handwritten signature]

[Handwritten signature]

be given for a period of 10 years from the date of the commencement of this lease unless, in the opinion of the Lessor exceptional circumstances exist for the grant of such permission. The discretion of the Lessor in the matter shall be conclusive, binding and final. The lessee may, however, with the prior permission of the Lessor and subject to such conditions as it may impose mortgage the demised premises to any person. In the case of transfer other than by way of mortgage, 25% of the unearned increase in the value of the demised premises i.e. the difference between the premium paid and the market value of the demised premises at the time of transfer, shall be paid by the lessee to the Lessor at the time of the transfer.

(P) The lessor shall have full charge upon the demised premises for the amount unpaid premium of lease rent & interest thereon

(j) That the lessee will not assign, relinquish, mortgage, sublet, transfer or part with possession of any portion less than the whole of the demised premises and building thereon nor cause any sub-division thereof by metes and bounds or otherwise.

(k) That every transfer, assignment, relinquishment, mortgage, or sub-letting or the whole of the demised premises, or buildings or both shall be subject to and the transferee, assignee or sub-lessee shall be bound by all covenants and condition herein contained and be answerable to the Lessor in all respect therefor.

PROVIDED always that if the lessee or his/her transferee or permitted assignees, as the case may be, will assign, relinquish, mortgage, sub-let or transfer the demised premises and building thereon as a whole for residue or the said terms he/she will deliver at his/her own expense to the Lessor at its office attested copy of the assignment, relinquishment, mortgage or transfer deed together with a notice thereof within a month after the same shall have been duly registered under the Indian Registration Act or any other amending statute.

(l) That the lessee will permit the members, officers and sub ordinates of the Lessor and workmen and others employed by the Lessor from time to time and at all reasonable times of the day during the said term after three days' previous notice to enter into and upon the demised premises and building to be erected thereupon in order to inspect the same and carry on necessary works mentioned before and the Lessee will give notice of the provisions of this sub-clause to his/her tenants.

(m) That the lessee will construct the building according to the architectural and elevation control as prescribed by the Lessor. In case of semi-

detached house where both plot holders wish to adopt elevation other than that prescribed, the Lessor may allow the lessee to do so provided heights and set-backs of both are the same.

(n) That the Lessee will not erect or permit to be erected on any part of the demised premises any stables, sheds or other structures of description whatsoever for keeping horse, cattle, dogs, poultry or other animals except and in so far as may be allowed by the Lessor in writing.

(o) That the lessee shall not exercise his/her ^{their/its} option of determining the lease nor hold the Lessor responsible to make good the damage if by fire, tempest, flood, or violence of army or of a mob or other irresistible force any material part of the demised premises the wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.

(p) That the lessee shall have to erect and complete building on the leased land within a period of four years from the date of the allotment letter unless extension is allowed by the Lessor in exceptional circumstances and on such conditions as it may impose.

(q) That in case the lessee does not construct building within the time provided for above this deed of lease will be void and his interest in the property will determine unless the lessee pay to the Lessor a sum of money equal to 4% of the total premium payable for the plot as provided in this deed in which count the period within which the building is to be constructed according to the deed shall stand extended by one year and the lessee may further on similar deposits of money yearly have the period of lease extended yearwise for a further period of three years. Whereafter if the building has not been constructed thereon by then the lease shall be void unless by fresh agreement with the Lessor and on fulfilment of such conditions as it may impose ^{any} further time is granted by the Lessor to the lessee for the same. and

III. AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWING :

(A) Notwithstanding anything hereinbefore contained if there shall have been in the opinion of the Lessor (whose decision shall be final and binding) any breach by the lessee or any person claiming through or under him/her of any of the covenants or conditions hereinbefore contained and on his/her part to be observed and performed and in particular and without prejudice to the generality of this sub-clause, if the lessee transfers, relinquishes, mortgages or assigns the whole ^{or part} of the demised premises before constructing a building on it as hereinbefore provided within the period mentioned Clause

Approved
If (a) above or if the lessee or the person in whom the term hereby created shall be vested shall be adjudged insolvent, it shall be lawful for the Lessor without prejudice to any other right of action of the Lessor in respect of any breach of agreement) to re-enter the demised premises or any part thereof in the name of the whole and determine this demise and thereupon if :-

(a) At the time of re-entry the demised premises shall not have been occupied by any building constructed by the lessee thereon, the Lessor may re-allot the demised premises and refund the payments already made without interest after deducting arrears of lease rent of any and full interest on all instalments in default and 10% percent of the total premium payable (whether already paid or not) for the period upto the date of determination of this demise or surrender by the lessee as the case may be to a minimum deduction of Rs. 1,000.00 (one thousand only)

(b) At the time of re-entry the demised premises shall not have been occupied by any building constructed by the lessee thereon, the lessee shall within a period of three months from the date of re-entry, remove, from the demised premises all erections or buildings, fixtures and things which at any time and during the said terms shall be affixed or set up within or upon the said premises and leave the said premises in as good a condition as it was on the date of demise, in default where of the same shall become the property of the Lessor without payment of any compensation to the lessee for the land and the buildings, fixtures and things thereon, but upon the lessee removing the erections buildings, fixtures and things within the period hereinbefore specified, the demised premises shall be re-allotted and the lessee may be paid such amounts as may work out in accordance with the principle given in sub-clause (a) above. Provided that the Lessor may at its option agree to purchase the said erection, buildings and fixtures upon payment to the lessee price therefor and for his interest in the premises as may be mutually agreed upon.

(B) If lessee is found to have obtained the allotment and the lease of the demised premises by any mis-representation and mis-statement or fraud the lease may be cancelled and the possession of the demised premises may be taken over by the Lessor and the lessee in such a event will not be entitled to claim any compensation in respect thereof.

(C) Any losses suffered by the Lessor on a fresh grant of the demised premises for breaches of conditions aforesaid on the part of the lessee or any person claiming through or under him shall be recoverable by the Lessor.

Approved

(D) All notices, orders and other documents required under the terms of the lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) or any rule or regulation made there under shall be deemed to be duly served as provided under section 43 of the Uttar Pradesh Urban Planning and Development Act, 1973 as re-enacted and modified by the Uttar Pradesh President's Act (Re-enactment with modifications) Act, 1974 (U.P. Act No. 30 of 1974).

(E) All powers exercised by the Lessor under this lease may be exercised by the Chief Executive Officer of the Lessor. The less or may also authorise any of its other officers to exercise all or any of the powers exercisable by it under this lease :—

PROVIDED that the expression Chief Executive Officer shall include the Chief Executive Officer for time being or any other officer who is entrusted by the Lessor with the functions similar to those of Chief Executive Officer.

(F) The stamp duty and registration charges on this lease deed shall be borne by the lessee.

(G) Any relaxation, concession or indulgence granted by the Lessor to the lessee shall not in any way prejudice the legal rights of the Lessor.

IN WITNESS WHEREOF the parties hereto have set their hands on the day and in the year herein first above written.

In the presence of

Witness Address Rajin Sinker L.A. NO 18A

Witness Address Anand C.A. Huda

Witness Address Gaurang 7381 Prem Nagar Delhi

Witness Address 2 M. R. Sharma Gr. 75 Sarojini Nagar New Delhi

Certified that this is a true and exact copy of the original in all respects.

Signed & delivered by

for and on behalf of the Lessor.

for and on behalf of the Lessee.

For and on behalf of
New Okhla Industrial Development Authority
District Ghaziabad.

LESSEE