

IK T. II NIRANKAR

K. R. Chadha
Vice Chairman**Sant Nirankari Mandal (Regd.)**

Sant Nirankari Colony, Delhi-110009 (India)

(Headquarters)

(Central Planning & Advisory Board)

MPD 2021

PS to UDM

TOP PRIORITY

Min. of Urban Development	
Central Registry	
Dy. No.	3716
Date	19/4
To	PS to UDM

Ref. No. SNM/CP&AB/VC-12/2012

OFFICE OF UDM
Dy. No. 1679
Date

Date: 19/04/2012

Dear Shri Kamal Nath Ji,

The residents of Delhi feel highly obliged to you for your valuable decision to review and re-examine the Master Plan of Delhi-2021 because it had many lacunae. The notification of Ministry of Urban Development as published in Hindustan Times on February 18, 2012 gave a new rays of hope because many cases were lying pending because of unclear policy as laid down in the Master Plan.

Now I take the privilege firstly to introduce you with the Sant Nirankari Mission which is a worldwide Socio spiritual religious institutions which believes in universal brotherhood and has effectively preached oneness of God through the knowledge of fatherhood of God to people having faith in different forms. At the moment there are lakhs of followers of Satguru Baba Hardev Singh Ji Maharaj who is the Head of this Mission in India besides having thousands of followers and Satsang Bhawans abroad. The Headquarters of the Mission are situated in Delhi-North where we possess the following lands which are being used not only for holding our Religio-Spiritual congregations but also comprises of many social activities viz. running of Langar free for all. Sewing and Embroidery Centers for widows and poor, Free Dispensaries both Allopathic and Homeopathic etc.

"Secy. (UD)"

The main chunk of land is situated on Jharoda Road on the one side and Burari Road on the other side measuring about 60 acres. This was originally an agricultural land which was purchased by the Mission from 1959 onwards. Here we are holding our regular Satsang for the last many years and have also started social activities right from 1990 onwards. Needless to say that the whole land is not only in our physical possession but every inch of it is being used for public utility. It is also mutated in the name of Sant Nirankari Mandal. Unfortunately in 'MPD-2021' the said institutional land has erroneously been shown in the Master Plan as part of commercial (Community Center) public and some public facilities and recreational purposes. In spite of our filing objections and in spite of the verbal assurances given, Title of the land has remained unchanged which is contrary to the actual status of the land. After going through the notification as mentioned above, the Sant Nirankari Mandal has again filed a detailed note of objections to the DDA through the Director (Planning) In charge of (P-I & P-II); a copy of the same is enclosed at 'Annexure-A'.

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2. Similarly, the Sant Nirankari Mandal purchased about 55 acres of land on the Burari Road, which is presently known as Nirankari Sacred Sarovar Complex. This land is also under our occupation but through oversight part of the same measuring 18.56 acres has been shown as Residential Area. The relevant documents in support of the above are appended at '**Annexure-B**'. At the moment, we have our sacred Sarovar where people from far and wide come to have holy dip, proper building known as Secretary Office, Museum known as 'Divine Journey' and a Food Centre running on 'No Profit - No Loss' basis which is duly equipped. with all model gadgets.

But again to our utter surprise this land has been shown as '**Residential Area**' which is contrary to the ground reality as explained above. This land should be treated as 'Institutional land' as has been shown in the Perpetual Sale Deed by the DDA. The Mandal has also lodged the representation to the Director (Planning) DDA Narela Zone (C&G), Vikas Minar, New Delhi to rectify the error and I am enclosing a copy of the same as well at '**Annexure-C**' for your kind perusal.

Sir, your notification has given us new life and I am sure, justice will be done to this charitable and non-profitable institutions doing a yeoman service to the mankind by making suitable amendments in the Master Plan.

We shall feel really obliged if your goodself forward both our representations with your valuable comments to the concerned authorities for further action.

With kind regards,

Yours sincerely,

(K.R. CHADHA)
Vice Chairman

Encls: Three.

Shri Kamal Nath
Hon'ble Minister of Urban Development
Government of India
Nirman Bhawan
New Delhi-110011



Sant Nirankari Mandal (Regd.)

Sant Nirankari Colony, Delhi-110009 (India)

(Headquarters)

(Central Planning & Advisory Board)

K. R. Chadha
Vice Chairman

Ref. No. SNM/CP&AB/VC-23/2012

Dated 17.04.2012

To

Shri Amit Dass
Director (Planning)
Delhi Development Authority,
Narela Zone (P-I & P-II)
11th Floor, Vikas Minar,
New Delhi

Sub: Future of Delhi -2021- Regarding New Suggestions for Review of Master Plan for Delhi-2021- on behalf of Sant Nirankari Mandal, Delhi.

Ref.: Ministry of Urban Development, Govt. of India, advertisement in Hindustan Times, New Delhi of Saturday Feb. 18, 2012.

Dear Sir,

The Ministry of Urban Development, Govt. of India vide above said advertisement has desired Public participation/suggestions to provide realistic midterm corrections and modifications in the Master Plan Policies/Norms/Standard and the implementation procedures to suit the changing need of the society.

Sant Nirankari Mandal is owner/recorded Bhumidar and in actual physical possession of land ad-measuring about 60 acres, situated in the revenue estate of **VILLAGE JHARODA MAJRA, BURARI, DELHI-110084**. This area falls under Zone P-II, Zonal Development Plan of DDA. The Mandal has established a Socio-Religious Cultural Center and undertaking various social welfare activities there since long. We have already filed all the relevant documents with the DDA so far ownership of the Mandal is concerned. We are further pleased to submit a copy of Memorandum of Association and Registration certificate of the Mandal and booklet containing various social and institutional activities carried out by the Mandal are attached (Annexure 'A' & 'B').

The suggestion from Mandal for review of MPD-2021 and Zonal Development Plan of Zone P-II are as under :

1. **Land use :** In MPD-2021, the land owned by the Mandal was shown as Urbanisable area, subsequently Draft Zonal Development Plan for Zone P-II was notified for inviting objections/suggestions. The land owned by the Mandal was erroneously proposed for Commercial (Community Centre), Public & Semi-Public Facilities and Recreational purposes. The proposal of said land use was made ignoring the ground realities, as the Mandal was already utilizing the land under reference for Socio, Cultural and Religious purposes since many decades. Even earlier also suggestions were invited, the Mandal made objections/suggestions for change in proposal as envisaged in Zone P-II. A hearing was

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accorded to the Sant Nirankari Mandal before Board of hearing constituted by DDA. However, even after acknowledging correctness of Mandal's objections regarding erroneous proposal of land use during the hearing, the land use of the site under reference is still indicated as Commercial, Public & Semi-Public Facilities and Recreational use in the notified Zonal Development Plan of Zone P-II.

As the Nirankari Mandal is a Religious and Charitable Society registered under Societies Registration Act, wedded to the cause of up-liftment of mankind both spiritually and socially by infusing the spirit of Oneness of GOD through spiritual enlightenment of common Fatherhood of GOD for achieving Universal Brotherhood as World wide Socio-Religious (Spiritual) Institution, **it is essential for the DDA to consider and change the land use of Land owned by Sant Nirankari Mandal for Public & Semi-Public Facilities being a City/National/International level institution.**

2. Regularization of existing Health Care, Educational, Cultural and Religious (including Spiritual) Institutes exiting prior to 01.01.2006 on self owned land : The DDA vide Public notice dt. 01.05.2008 invited applications from pre-existing Institutions rendering Cultural/Religious (Including Spiritual), Health Care and Educational Services for regularization. In furtherance thereof, the Sant Nirankari Mandal submitted its application alongwith all requisite documents requesting regularization of 60 acres of land for the said purpose. The contents of the said application are not repeated herein and the same may be treated part and parcel of instant submissions.


The Nirankari Mandal's land in Zone P-II of 60 Acres area is within the norms stipulated in Zonal Development Plan of Zone P-II with activities permissible in Public & Semi-Public Facilities Area.

In view of the above, it will be appreciated if DDA/ Ministry of Urban Development, Govt. of India considers the request of Nirankari Mandal for regularization of its activity with change of land use. the Sant Nirankari Mandal is ready to pay change of land use charges, if applicable. In addition to make a presentation on above, the Sant Nirankari Mandal may please be invited to the Open House- Zone-wise to be organized by DDA shortly.

Thanking you,

Encl: As above.

Yours faithfully,


(K.R.CHADHA)
Vice-Chairman



Sant Nirankari Mandal (Regd.)

Sant Nirankari Colony, Delhi-110009 (India)
(Headquarters)

(Central Planning & Advisory Board)

K. R. Chadha
Vice Chairman

SNM/CP&AB/VC-12/2012

Dated: 17-04-2012

Mrs. Archana Mahapatra
Director (Planning)
Delhi Development Authority,
Narela Zone (C & GI),
3rd Floor, Vikas Minar,
NEW DELHI.

Sub: Future of Delhi-2021-Regarding New Suggestions for Review of Master Plan for Delhi-2021 on behalf of Sant Nirankari Mandal, Delhi.

Ref: Ministry of Urban Development, Govt. of India, advertisement in Hindustan Times, New Delhi of Saturday February 18, 2012.

Dear Sir,

The Ministry of Urban Development, Govt. of India vide above said advertisement has desired Public participation/suggestions to provide realistic midterm corrections and modifications in the Master Plan Policies/Norms/Standards and the implementation procedures to suit the changing need of the society.

Sant Nirankari Mandal owner/lessee and in actual physical possession of land ad-measuring about 50 acres, situated in the revenue estate of VILLAGE DHEERPUR, DELHI-110009. This area falls under Zone-C-Zonal Development Plan of DDA. The land under reference was purchased by Sant Nirankari Mandal and its Head from recorded Bhumidars for valuable consideration through valid sale documents. As this land was erroneously claimed to be acquired, the Delhi Development Authority decided to lease out **18.56+1.20+4.70=24.46** acre of land to Mandal on token consideration of Rs. 1/- per acre. In furtherance thereof two lease deeds dated 02-05-1994 and 15-02-2000 for **18.56** acres and **4.70** acres respectively were duly executed by DDA. It is important to note here that the lease was granted by Delhi Development Authority for Religious Institutional purpose. Photocopies of the lease deeds are annexed herewith as **ANNEXURE-A** colly.

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The Mandal has established a Holy Sarovar and Secretary's Office apart from undertaking various social welfare activities there since long. We are further pleased to submit copy of Memorandum of Association and Registration certificate of the Mandal and booklet containing various social and institutional activities carried out by the Mandal are attached (**Annexure 'B' & 'C'**)

The suggestion from Mandal for review of Master Plan Draft-2021 and Zonal Development Plan of Zone-C are as under:-

1. **Land use:** In Master Plan Draft-2021, the land owned by the Mandal was shown as Urbanisable area, subsequently in the Draft Zonal Development Plan for Zone-C, out of the total land owned by the Mandal 18.56 acres has been is erroneously proposed for Residential purposes. The proposal of the said land use was made ignoring the ground realities thereby proposing land use inconsistent with established land ownership of the Mandal. It is stated that the Zonal Development Plan of Zone C is contrary to the records of Delhi Development Authority. as the DDA granted this piece of land just for Religious Institution only. However in utter disregard to its own Lease Deed it has proposed the land use as '**Residential**'. It has been prepared without undertaking any study of area and records. The Mandal is already using this land falling under Zone-C as Religious (Spiritual) Institution in consonance with the Lease Deeds dated 2-5-1994.

As the Mandal is already utilizing the land under reference for Religious Institutional purposes since many decades, it is essential for the DDA to consider and change the land use of land owned by Sant Nirankari Mandal for Public & Semi-Public Facilities being a City/National/International level institution/activity. **It is surprising that all adjoining pieces of Land owned by us are shown as institutional land but the use of this land (18.56 acres) has been shown as 'Residential' which is neither in accordance with the perpetual lease deed nor in tune with ground realty.**

2. Development Control Norms for Religious (including Spiritual) Institutes:

As per planning norm Standards and Development Controls provided in Master Plan 2021, the religious socities at neighborhood level are entitled to maximum plot area of 400 sqm. and at sub-city level in Urban Extension to maximum plot area of 4.0 ha.

As the Sant Nirankari Mandal is a Religious and Charitable Society registered under Societies Registration Act, wedded to the cause of up-liftment of mankind spiritually and socially by infusing the spirit of Oneness of GOD through spiritual enlightenment of common Fatherhood of GOD for achieving Universal Brotherhood as Worldwide Socio -- Religious (Spiritual) Institution. It is undertaking social activities at large scale, details are submitted in **Annexure 'C'**.

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The Master Plan 2021 has not considered requirements of religious societies contributing at our level and magnitude. It is worthwhile to mention here that Millions of people from all sections of the society are participating in our programmes. It is humbly suggested that the Maximum Plot Area planning norm may be waived/set aside for societies like us. **It is essential for the DDA to consider and change the Development Control Norms for Religious (including Spiritual) Institutes like Sant Nirankari Mandal being a International level institution.**

In view of the above, it will be appreciated if Delhi Development Authority/Delhi Urban Development, Govt. of India considers the request of Nirankari Mandal for change of land use and development control norms. In addition to make a presentation as above, the Sant Nirankari Mandal may please **be invited** to the Open House - Zone-wise to be organized by DDA shortly.

Thanking you,

Encl: As above

Yours faithfully,

(K.R. CHADHA)
Vice-Chairman

F-14(98)61-P.V/NL

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K.R.A.

D.D.A./P.P.

PERPETUAL LEASE

SHIV
Super
New Lease
Vikram



THIS INDENTURE made this 27th

day of April 2000

one thousand nine hundred and

BETWEEN THE PRESIDENT OF INDIA (hereinafter called "the Lessor") of the one

part and Sant Nirankari Mandal through its

President/Secretary, Shri K. R. Chadha

the Societies Registration Act and having its registered office

at Sant Nirankari Colony Delhi-110029

(hereinafter called "the Lessee") of the other part.

Whereas the land measuring 18.56 acres acquired land at village Dheerpur was purchased by Nirankari Mandal themselves and had not taken compensation, the said land be allotted to Nirankari Mandal at a token premium of Rs. 1/- on lease hold basis.

Whereas the lessee has applied to the lessor for grant of lease of the land belonging to the lessor, hereinafter described and the lessor has on the forth of the statement and representation made by the lessee accepted such application and has agreed to demise the said land to the lessee in the manner hereinafter appearing. Now this indenture witness in consideration of the rent hereinafter reserved and of he covenants on the part of the lessee hereinafter contained the lessor both hereby demise. All that land institutional falling in Khasra No. as per map attached vested Nazul land under the Delhi Reform Act 1954 contained by admeasurement an area 18.56 Acres or thereabout situated at Dheerpur Revenue Estate.

which nazul land is more perticularly 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 Lessee in perpetuity from the 2nd day of May 1994

yielding and paying therefore yearly rent payable in advance of Rs. 1/- (Rupees one only) clear of all deductions by yearly payment at the office of the lessor or at such officer as may be appointed by the lessor for this purpose from time to time in this behalf, the first of such payment to be made on the fifteenth Jan/July next.

K.R. CHADHA
Secretary
Sant Nirankari Mandal

No. 4078 dated 30.7.95
Certified that the instrument is properly
stamped under section 52 of the Indian stamp
Act. The stamp duty Rs. Nil
Transfer duty Rs. Nil
The 1st K. R. Chadha has been
deposited with Treasury/Bank challan/receipt
No. 4078 dated 30.7.95

पदा प्रमाण सचिवारी

land and complete in a substantial and workmanlike manner a building for.....
.....*Religious Institution*.....with the requisite and proper walls,
sewers 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 discretion.

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

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 entitled to claim and recover the whole or a portion (as the Lessor may in his absolute discretion determine) of the unearned increase in the value (i.e. the difference between the premium paid and the market value) of the said land at the time of sale, transfer, assignment, or parting with the possession and the decision of the Lessor in the 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 such percentage as decided by the Lessor of un-earned increase as afore-said.

(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 percentage as decided by the Lessor of the unearned increase in the value, of the said land 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 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 percentage as decided by the Lessor of the unearned increase as aforesaid.

(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.

6 (a) That the lessor shall have the pre-emptive rights to recover the development charges incurred to provide the peripheral services surrounding the land as the piece of land allotted to Nirankari Mandal is a part of underdeveloped land.

give notice of such transfer in writing to the Lessor.

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

K.R. Chadha
K.R. CHADHA
Secretary
Sant Nirankari Mandal
Sant Nirankari Colony
DELHI-110 009

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दिल्ली विकास प्राधिकरण

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

PROVIDED that, notwithstanding any thing contained herein to the contrary, the Lessor 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 prescribe 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
- (b) if the breach is capable of remedy requiring the Lessee 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, mis-representation or fraud.

V. The rent hereby reserved shall be enhanced from the first day of January one thousand nine hundred and twenty-three 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 Collector 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 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 provisions of the said Act, in the same manner as if the same had been taken thereunder.

VI. 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 arbitration of the Lt. Governor or any other person appointed by him. It shall be no objection that the arbitrator is a Government Servant, and that he has to deal with matters to which

K.R. CHADHA
Secretary
Sant Nirankari Mandal
Sant Nirankari Colony
DELHI 110 009

K.R. CHADHA
Secretary
Sant Nirankari Mandal
Sant Nirankari Colony
DELHI-110 009

बहाल वसुधैव कुटुम्बकम्
विश्वी विकास प्राधिकरण

(7)

Signed by Shri... O. C. PRASHAR
..... L. A. O. DDA

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

(1) Shri Shri. Raj Singh G.D.C.
Hauz Khas Branch, DDA

The common seal of the

(Lessee) is hereby affixed in the presence of

Shri Sant Nirankari Mandal

through S. K. R. Chadha

Secretary

(Name and designation) in pursuance of

No. SNM/5/99

Dated 10-11-99

(Lessee)/Resolution No.

SNM/5/99 dated 10-11-99

dt, the

of the managing Committee of the

(Lessee) and the said(s)

Shri

(1) Shri J. S. Chawla

B-57, Jalvayu, Shri Vihar

Sector-30, Gurgaon

(2) Shri K. C. Nagpal 168-A, Vihar

Enclave, Paschim Vihar, New Delhi

(THE SCHEDULE ABOVE REFERRED TO)

North Unassigned Land

East College Site

South 32 Mt. Road & Hospital

West Proposed Shah Alam Dervin

K.R. Chadha

K.R. CHADHA

Secretary

Sant Nirankari Mandal

Sant Nirankari Colony

DELHI-110 009

बहा प्रशासन अधिकारी
विश्वी विकास आधिकार

SEAL

K.R. CHADHA
Secretary
Sant Nirankari Mandal
Sant Nirankari Colony
DELHI-110 009

THE
SEAL
SUB-REGISTRAR
OF
DELHI

27/11/2000
K. C. Nagpal

बहा प्रशासन अधिकारी
विश्वी विकास आधिकार

CH

Sh. K. R. Chadda → Jyoti
Secretary

Sanat Nikaish Mandar
Delhi-9

Q1

27-4-2000

J. R. Chadda



Sh. K. R. Chadda

Secretary

Sanat Nikaish Mandar

Q1

27-4-2000

J. R. Chadda



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27-4-2000



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27-4-2000

Q1

22/4/2000

Office of the Sub Registrar - VII, New Delhi
 Vikas Sadan, INA, New Delhi
 Date: 27-Apr-2000
 Serial No. D27A64
 Name of Executant: K. P. CHATHA
 Nature of Document: PERPETUAL LEASE
 Rs. Sixteen Lakh,
 Due Date: 19-May-2000 (Between 2 2014 PM)

Signature of Registration Officer

System Dev. by Eurosoft Mobile 981114100

(Registration Form 2)
 Office of the Sub Registrar - VII, New Delhi
 Vikas Sadan, INA, New Delhi
 ORIGINAL

Date: 27-Apr-2000 Serial No. D27A64
 Name of Executant: K. P. CHATHA
 Nature of Document: PERPETUAL LEASE
 Rs. Sixteen Lakh,
 Due Date: 19-May-2000 (Between 2 2014 PM)

Signature of Registration Officer

(Registration Form 2)
 Office of the Sub Registrar - VII, New Delhi
 Vikas Sadan, INA, New Delhi
 DUPLICATE

Date: 27-Apr-2000 Serial No. D27A64
 Name of Executant: K. P. CHATHA
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 Rs. Sixteen Lakh,
 Due Date: 19-May-2000 (Between 2 2014 PM)

Signature of Registration Officer

System Dev. by Eurosoft Mobile 981114100

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land and complete in a substantial and workmanlike manner a building for.....
RELIGIOUS INSTITUTION.....with the requisite and proper walls,
 sewers 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 discretion.

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

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 entitled to claim and recover the whole or a portion (as the Lessor may in his absolute discretion determine) of the unearned increase in the value (i.e. the difference between the premium paid and the market value) of the said land at the time of sale, transfer, assignment, or parting with the possession and the decision of the Lessor in the 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 such percentage as decided by the Lessor of un-earned increase as afore-said.

(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 percentage as decided by the Lessor of the unearned increase in the value, of the said land as aforesaid, and the amount of the said unearned increase 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 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 percentage as decided by the Lessor of the un-earned increase as aforesaid.

(6) The Lessor's right to recover 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.

6 (a) That the lessor shall have the pre-emptive rights to recover the development charges incurred to provide the peripheral services surrounding the land as the piece of land allotted to Sant Nirankari Mandal is a part of under development land.

(8) Whenever the title of the Lessee in the said land 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.

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

K.R. Chadha
K.R. CHADHA
 Secretary
 Sant Nirankari Mandal
 Sant Nirankari Colony
 DELHI-110 009



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

PROVIDED that, notwithstanding any thing contained herein to the contrary, the Lessor 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 prescribe 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
- (b) if the breach is capable of remedy requiring the Lessee 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 the Lessee by any fact, mis-statement, mis-representation or fraud.

V. The rent hereby reserved shall be ~~one hundred and ninety-eight~~ ^{ninety nine} rupees per annum from the first day of January ~~one~~ ^{two} thousand ~~one hundred and ninety-eight~~ ^{ninety nine} and thereafter at the end of each successive period of thirty years provided that increase in the rent 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 at which the enhancement is due and such letting value shall be assessed by the 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 provisions of the said Act, in the same manner as if the same had been taken thereunder.

VI. 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 shall deal with the matters to which

K.R. CHADHA

Secretary

Sant Lal Mandar

Sant Lal Colony

DELHI-110 009



बहा प्रशासन प्रधिकारी
वित्तीय विकास प्रधिकारी

(7)

Signed by Shri...O.C. Prashar.....

.....L.A.O., DDA.....

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

(1) Shri...~~Shri. Shree Raj Singh~~.....
~~Shri. Shree Raj Singh~~.....
~~New Lease Branch, DDA~~.....
The common seal of the... ..

.....
.....
.....
(Lessee) is hereby affixed in the presence of

Shri... Sant Nirankari Mandal.....

through Shri K.R. Chadha.....

.....Secretary.....

(Name and designation) in pursuance of bye-law

No...S.N.M./5/99....., 10-11-99.....

.....
.....
.....
(Lessee)/Resolution No. S.N.M./5/99.....

.....dated 10-11-99.....

dt, the.....
of the managing Committee.....

.....
.....
.....
(Lessee) and the

Shri.....

(1) Shri...J.S. Chawla....., B-57.....

.....Jalwayu Vihar....., sector-30.....

.....Gurgaon.....-122001.....

(2) Shri...K.C. Nagpal.....

.....Avtar Enclave....., Paschim Vihar....., New Delhi.....

(THE SCHEDULE ABOVE REFERRED TO)

North

East.....

South 30 METER ROAD & HOSPITAL

West.....

K.R. CHADHA
Secretary
Sant Nirankari Mandal
Sant Nirankari Colony
DELHI-110 009



Shri. Shree Raj Singh
बहाल प्रशासन अधिकारी
दिल्ली विकास प्राधिकरण

SEAL

K.R. CHADHA
Secretary
Sant Nirankari Mandal
Sant Nirankari Colony
DELHI-110 009

SEAL

Shri. J.S. Chawla
(J.S. Chawla)

K.C. Nagpal

Shri. Shree Raj Singh
बहाल प्रशासन अधिकारी
दिल्ली विकास प्राधिकरण

40

Presented by
The District
Magistrate

70 yrs.
Sh. K. R. Chaudhary
Secretary
Sant Nirankari
Mantralay, Delhi

OK

27-4-2000

K. R. Chaudhary



Presented by
The District
Magistrate
Sant Nirankari
Mantralay, Delhi

Sh. K. R. Chaudhary
Secretary
Sant Nirankari
Mantralay, Delhi-9

OK

K. R. Chaudhary

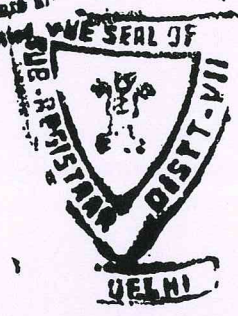


In the presence of the District
Magistrate
and affixed in the presence of
the District
Magistrate

OK

27-4-2000

THE SEAL OF
SUB-DIVISIONAL
MAGISTRATE
DELHI



OK
Sant Nirankari
Mantralay

27-4-2000

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35-40
27/4/2000

(Registration Form 2)

Office of the Sub Registrar - VII: New Delhi

Vikas E-Gen, IIA, New Delhi

ORIGINAL

Date: 27-Apr-2000

Serial No. D27A65

Name of Executant: K P CHADHA

Nature of Document: PREPATAL LEASE

For: Sixteen only

Due Date: 19-May-2000

(Between 2:30-4 pm)

Signature of Registration Officer

(Registration Form 2)

Office of the Sub Registrar - VII: New Delhi

Vikas E-Gen, IIA, New Delhi

Duplicate

Date: 27 Apr 2000

Serial No. D27A

Name of Executant: K P CHADHA

Nature of Document: PREPATAL LEASE

For: Sixteen only

Due Date: 19-May-2000

(Between 2:30-4 pm)

Signature of Registration Officer

System Dev. by Eurosoll Mobile-9811121137