

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

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Platd
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. has been
deposited vide 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
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Secretary
Sant Nirankari Mandal
Sant Nirankari Colony
DELHI-110 009

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बहा प्रबन्धन अधिकारी
दिल्ली विकास प्राधिकरण

(5)

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

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Sant Nirankari Colony
DELHI-110 009

बहाल वसति के दिनांक
विशेष 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 Shri 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, Astar

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
DELHI

27/11/2000
J. S. Chawla
K. C. Nagpal

बहा प्रशासन अधिकारी
विश्वी विकास आधिकार

CH

Sh. K. R. Chadda → Jyoti
Secretary

Sanit Nikai & Mandar
Delhi. 9

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27-4-2000

JK Redundly



Sh. K. R. Chadda

Secretary

Sanit Nikai & Mandar

Q1

27-4-2000

JK Redundly



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Q1

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
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Signature of Registration Officer

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

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 System Dev. by Eurosoft Mobile 981114100

॥ श्री गणेशाय नमः ॥

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.

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(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.

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(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 threupon 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
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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 and ~~two~~ ^{two} paise 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

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Presented by
The District
Magistrate

Sh. K. R. Chaudhary
Secretary

Sanit Nizankar
Ranoldal Doh;

70 yrs.

OK

27-4-2000

K. Mahesh



Presented by
The District
Magistrate

Sh. K. R. Chaudhary
Secretary

Sanit Nizankar
Ranoldal Doh;

OK

K. Mahesh

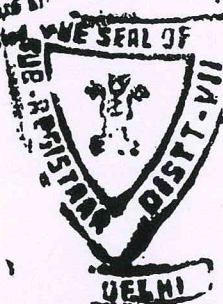


Presented by
The District
Magistrate

Sh. K. R. Chaudhary
Secretary

27-4-2000

Presented by
The District
Magistrate



Sh. K. R. Chaudhary
Secretary

27-4-2000

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OK

27/4/2000

(Registration Form 2)

Office of the Sub Registrar - VII: New Delhi

Vikas E-dien, 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-dien, 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