

## PERPETUAL LEASE

THIS INDENTURE made this 31 MAY 2000 of one thousand nine hundred and between the President of the (hereinafter called "the Lessor") through the Delhi Development Authority, a body constituted under Section 3 of the Delhi Development Act, 1957 (61 of 1957) hereinafter called "the Authority") of the one part and Munirka Co-op. Group a society registered under the Delhi Co-operative Societies Act, 1972 (Act 35 of 1972) and having its registered office at 212 Village Mansarovar (hereinafter called "the Lessee") of the other part.

WHEREAS the Lessee has applied to the Lessor for grant of a Perpetual Lease of the plot of land belonging to the Lessor, hereinafter described and the Lessor has, on the faith of the statements and representations made by the lessee, accepted such application and has agreed to demise the said plot to the Lessee on the terms and conditions in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that, in consideration of the Lessee having paid to the Lessor Rs. 1,43,44,776.00 (Rupees one crore forty three lakhs forty four thousand seven hundred and seventy six only) towards premium before the execution of these presents (the receipt whereof the Lessor hereby acknowledges) and the rent hereinafter reserved and of the covenants on the part of the Lessee hereinafter contained, the Lessor doth hereby demise unto the Lessee all that plot of land containing by admeasurement total area of 7500 sq. mtr or thereabout situated at Plot No. 11 Sector 12 which land more particularly 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 TOGETHER WITH all rights, easements and appurtenances whatsoever to the said land belonging or appertaining TO HOLD the premises hereby demised unto the Lessee in perpetuity from 21/7/00 day of July one thousand nine hundred and thousand YIELDING AND PAYING therefor the rent payable in advance of Rs. 5,95.00 (Rupees Five hundred and ninety five only) unto the 23rd day of July one thousand nine hundred and thousand and thereafter at the rate of two and a half percent per annum of the premium (the sums already paid and such other sum or sums hereinafter to be paid towards premium under the covenants and conditions hereinafter contained) or such other enhanced rent as may hereinafter be assessed under the covenants and conditions hereinafter contained clear of all deductions by equal half yearly payments on the fifteenth day of January and the fifteenth day of July in each year at the Reserve Bank of India, New Delhi or at such other place as may be notified by the Lessor for this purpose from time to time, the first of such payments to be made on the fifteenth day of July one thousand nine hundred and thousand the rent amounting to Rs. 11,900.00 (Rupees thirteen lakhs and ninety thousand only) from the day of commencement of this lease to the last mentioned date having been paid before the execution before these presents.

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

The Lessor excepts and reserves unto himself all mines, minerals, coal, gold-washing, earth oils and quarries in or under the residential plots, 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 plots, or for any building for the time being standing thereon provided always that the Lessor shall make reasonable compensation to the Lessee for all damage directly occasioned by the exercise of the rights hereby reserved or any of them.

File No. 34051  
Certified to be properly  
stamped  
Total  
deposits  
No. 6/4/00  
dated 6/4/00

Administrator  
President  
Munirka Co-op. Group  
Society Ltd.  
New Delhi.



II. The Lessee covenants with Lessor in the manner following, that is to say :

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

The yearly rent of two and a half per cent of the premium hereby reserved shall be calculated on the sum received towards premium by the Lessor before the execution of these presents and on such additional sum or sums payable towards premium as provided herein from 23rd day of February 1961 one thousand nine hundred and thirty.

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

3) The Lessee shall not be entitled under any circumstances whatsoever directly or indirectly to assign, transfer or otherwise part with its rights in respect of the plot or building constructed thereon except in the manner hereinafter provided.

4) The Lessee shall within a period of two years (or such period as may be fixed by the Lessor) from the 29th day of August one thousand nine hundred and thirty (and the time so specified shall be the assent of the contract) after obtaining sanction to the building plan with necessary design, plans and specifications and architectural controls from the Authority, proper municipal or other authority at his own expense, erect upon the residential plot and complete in a substantial and workmanlike manner a Group Housing Complex with not less than 60 dwelling units to an acre for private dwelling of its members with the requisite and proper walls, sewers and drains and other conveniences in accordance with the sanctioned building plans to the satisfaction of the Authority and then from the proper municipal or other authority. The Lessee shall minimise the use of the wood/wooden products in construction of the building, within the building itself, using substitutes of wood wherever possible, to preserve diminishing forest reserves.

5. (a) The lessee shall convey, deliver and transfer within such time and on such premium and yearly rent as may be fixed by the Lessor, one dwelling unit to each of its members who or whose spouse, dependent relations including unmarried children do not own in full or part on free-hold or lease-hold basis any residential plot or house in the urban areas of the Union Territory of Delhi, and who may be approved by the Authority.

b) The conveyance deed shall, as nearly as circumstance will permit, be in accordance with the form of conveyance deed attached hereto and marked 'A' which has been approved by the lessee and signed by the said.....(name and designation) of the lessee for the purpose of identification and shall contain conditions similar to the conditions set out in the said form of conveyance deed and such other proper and appropriate conditions, clauses and terms as may be considered by the lessor to be necessary or advisable having regard to the nature of the subletting and to any matters which may arise between the date of these presents and the execution of the said conveyance deed or as may be rendered necessary by any Act of the Legislature or any rule of regulations or bye-law of the proper municipal or other authority, coming into force before the execution of the conveyance deed and may also contain such other conditions as the Lessor may, on the application of the lessee in this behalf, approve.

c) A member of the Lessee to whom a dwelling unit will be conveyed as herein provided is hereinafter referred to as "the allottee" and the dwelling unit to be conveyed to him as "the said dwelling unit".

d) If any of the dwelling units is not conveyed or is surrendered by any of the allottees or is taken possession of by the lessee in any manner whatsoever the Lessee shall forthwith surrender such dwelling unit to the Lessor and the Lessor may pay such compensation and make such reduction in the yearly rent as the Lessor may in his absolute discretion think proper. The Lessor may dispose of such dwelling unit in any manner and to whomsoever he thinks proper.

*Musham*  
President  
Munirka Co-op. Group  
Housing Society Ltd.  
212, Janapal, New Delhi

*[Stamp: DISTRICT OFFICE, MUNIRKA, DELHI]*  
Lessee Administrator Officer  
Co-operative Group Housing Society  
Delhi Development Authority



(3)

(e) The allottee shall not transfer, assign or otherwise part with the possession of the whole or any part of the said land and/or the flat except with the previous consent of the lessor in writing which it shall be entitled to refuse in its absolute discretion.

Provided that in the event of transfer being made without obtaining previous consent of the lessor in writing, such transfer shall not be recognised by the lessor and it shall be open to the lessor to terminate the lease.

Provided further that in the event of the consent being given the lessor may impose such terms and conditions as it thinks fit and the lessor shall be entitled to claim and recover the portion 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 the amount to be recovered, being 50% 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 preemptive right to purchase the property after deducting 50% of the unearned increase as aforesaid.

f) Notwithstanding anything contained in clause 5(e) above, the Lessee may mortgage or charge the said land to recognised/registered financial institution, as approved by the Lessor in its absolute discretion. The terms of lease shall be paramount and such mortgage shall not be derogatory to the right of the Lessor and shall not affect the same in any manner, whatsoever. A tripartite agreement shall be executed between, the lessor, recognised financial institution, and the Lessee before the Lessee mortgages or charge the said land in the aforesaid manner.

6. Any money due to the Authority under this lease for purposes connected therewith if the recovery thereof is not expressly provided for in this lease, be recovered by the Authority as arrears of land revenue.

Notwithstanding the restrictions, limitations and conditions as mentioned in sub-clause (c) above, the allottee shall be entitled to sub-let the whole or any part of the dwelling unit that may be allotted to him for purposes of private dwelling only on a tenancy from month to month or for a term not exceeding five years.

7. Whenever the rights of an allottee in the Group Housing Complex are transferred in any manner whatsoever the transferee shall be bound by all the covenants, conditions contained herein or contained in the conveyance deed and be answerable in all respects therefor in so far as the same may be applicable to, affect and relate to the said plot.

8. (a) Whenever the title of a dwelling unit in the said group housing complex is transferred in any manner whatsoever the transferor and the transferee shall within three months of their transfer give notice of such transfer in writing to the Lessor and the Lessee.

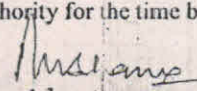
b) In the event of the death of an allottee the person on whom the rights of the deceased devolve shall, within three months of the devolution, give notice of such devolution to the Lessor and the Lessee.

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

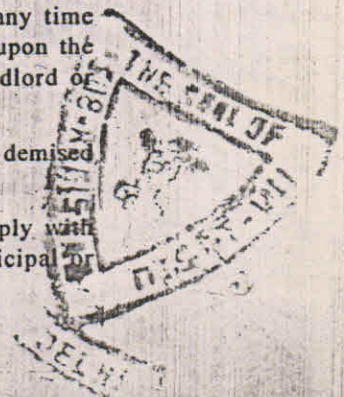
9. The Lessee shall from time to time and at all times pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the continuance of this Lease be assessed, charged or imposed upon the plot hereby demised or on any buildings to be erected thereupon or on the landlord or tenant in respect thereof.

10. All arrears of rent and other payments due in respect of the plot hereby demised or any of them shall be recoverable in the same manner as arrears of land revenue.

11. The Lessee or an allottee, as the case may be, shall in all respects comply with and be bound by the building, drainage and other bye-laws of the proper municipal or other authority for the time being in force.

  
President  
Munirka Co-op. Group  
Housing Society Ltd.  
242, N. Con. St. New Delhi.

  
Lease Administrator  
Co-operative Group Housing Society  
242, N. Con. St. New Delhi





12. The Lessee or an allottee, as the case may be, shall not without sanction or permission in writing of the proper municipal or other authority erect any building or make any alteration or addition to such building on the demised plot.

13. The Lessee or an allottee, as the case may be, shall not without the written consent of the Lessor carry on, or permit to be carried on, on any 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, other allottees and persons living in the neighbourhood.

PROVIDED that, if the Lessee or an allottee, as the case may be, is desirous of using the 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.

14. The Lessee or allottees, as the case may be, shall at all reasonable times grant access to the plot and the buildings constructed thereon to the Authority for being satisfied that the covenants and conditions herein contained have been and are being complied with.

15. The Lessee and save as provided in Clause VII the allottee shall on the determination of this Lease peaceably yield up the plot and the buildings thereon unto the Lessor.

16. The Lessee shall perform all the functions and duties of a registered agency as are envisaged by the Delhi Development Authority (Management & Disposal of Housing Estates) Regulations, 1968. The lessee shall, in so far as application of the said Regulations to the dwelling units being built by the Lessee is concerned, the Lessee will be deemed to be a registered agency.

III. If the sum or sums payable towards the premium or the yearly rent hereby reserved or any part thereof shall at any time be in arrear and unpaid for one calendar month next after any of the days whereon the same shall have become due, whether the same shall have been demanded or not, or if it is discovered that this lease or any conveyance deed has been obtained by suppression of any fact or by any mis-statement, misrepresentation or fraud or if there shall have been in the opinion of the Lessor, whose decision shall be final, any breach by the Lessee or by any person claiming through or under it of any of the covenants or conditions herein contained and on its part to be observed or performed, then and in any such case, it shall be lawful for the Lessor, notwithstanding the waiver of any previous cause or right of re-entry upon the plot hereby demised and the building thereon to re-enter upon and take possession of plot or any of the sub-leased plot and the buildings and fixtures thereon in respect of which any sum or rent has been in arrear, or such suppression, mis-statement, misrepresentation or fraud or breach has been committed and thereupon this demise and everything herein contained shall cease and determine in respect of the plot so re-entered upon the Lessee and the allottee(s) shall not be entitled to any compensation whatsoever, nor to the return of any premium paid.

PROVIDED that, notwithstanding anything 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 or the rent which shall be in arrear as aforesaid together with interest at the rate of six per cent per annum.

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

(a) Specifying the particular breach complained of, and

*M. S. D. Singh*  
President  
Munirka Co-op. Group  
Housing Society Ltd.  
212, Kirti Nagar, New Delhi

*Chopra*  
Deputy Administrator  
Co-operative  
Delhi Development Authority  
Singh, Sec-11



(5)

- b) if the breach is capable of remedy, requiring the Lessee and the allottee concerned to remedy the breach.

and the Lessee and the allottee concerned fail 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 again 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-divisions or amalgamation, erection and completion of buildings, within the time provided and transfer of the plot as mentioned in Clause II, or

b) in case this Lease or any conveyance deed 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 two thousand and ~~thirty~~ *thirty* ~~years~~ *years* and thereafter at the end of each 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 or such other officer 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 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 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 failure of the Lessee to observe and perform any of the covenants and conditions herein contained, to require and enforce the performance and compliance therewith from the allottee so far as these relate to the plot leased to him, and to realise directly from the allottee the yearly rent and all other sums due and payable by him under the bye-laws of the Society or the terms and conditions of allotment to the Lessee.

VII. In the event of the dissolution of the Lessee, for whatever cause, this Lease shall stand determined and the Lessor shall be deemed to be the successor-in-interest of the Lessee and all rights and obligations of the Lessee thereunder shall devolve upon the Lessor, and the allottee shall observe and perform his obligations under conveyance deed 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 Authority or any other person appointed by it. It will be no objection that the arbitrator is a servant of the Authority, and that he has to deal with the matters to which the Lease relates, or that in the course of his duties as a servant of the Authority 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.

*Munirka*  
President  
Munirka Co-op. Group  
Housing Society Ltd.  
212, Munirka, New Delhi

*[Signature]*  
Joint Secretary  
Munirka Co-op. Group  
Housing Society Ltd.  
212, Munirka, New Delhi





IX. All notices, orders, directions, consents or approvals to be given under this lease shall be in writing and shall be signed by such officer as may be authorised by the Authority shall be considered as duly served upon the Lessee if the same shall have been delivered at or sent by post to the registered office of the Lessee and upon an allottee or any person claiming any right to the plot or flat constructed thereon if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said 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 allottee or such person.

X. (a) All powers exercisable by the Lessor under this Lease may be exercised by its Vice-Chairman. The Lessor may also authorise any other officer or officers to exercise all or any of the powers exercisable by him under Lease.

b) The Vice-Chairman may authorise any officer or officers to exercise all or any of the powers which he is empowered to exercise under this Lease except the powers of the Lessor exercisable by him by virtue of sub-clause (a) above.

XI. In this lease, the expression "the Vice-Chairman" means the Vice-Chairman of the Delhi Development Authority for the time being or, in case his office/s 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 Vice-Chairman 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 Vice-Chairman under this Lease.

XII. The expressions "the Lessor", and "the allottee" herein before used shall where the context so admits include, in the case of the Lessor, his successors and assigns, and, in the case of the allottee his heirs, executors, administrators or legal representatives and the person or persons in whom the conveyed interest created by conveyance deed shall for the time being be vested by assignment or otherwise, and the expression "the Lessee", hereinbefore used shall mean the Delhi Development Authority Society.

XIII. The lease is granted under the Government Grants Act, 1895, (Act XV of 1895).

IN WITNESS WHEREOF SHRI K. G. Kashyap for and on behalf of and by the order and direction of the Lessor has hereunto set his hand and the common seal of the Lessee has hereunto been affixed the day and year first above written.

Signed by H. A. C. (Gen)

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

(i) Shri Ram Datta

The Common Seal of Delhi Development Authority

President  
Munirka Co-op. Group  
Housing Society Ltd.  
212, Indraprastha, New Delhi.

Local Administrator  
Co-operative Group Housing Society  
Delhi Development Authority



(7)

Society (Lessee) is hereby affixed in the presence of

Shri. R. K. Sharma (President)

Member, C.A. & L.A.

(Name and designation) in pursuance of

bye-law No. ....

of the ....

Society (Lessee) Resolution No. 100-

dated the 25.5.2000

of the Managing Committee of the

Society (Lessee) and the said Shri. R. K. Sharma (President)

has signed in the presence of :

1. Shri. S. K. Singh (Member, C.A. & L.A.)

2. Shri. ...

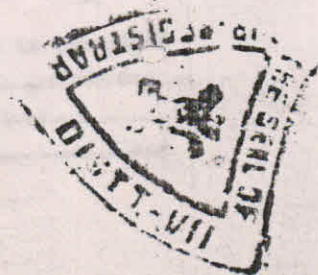
Dr. Raj

**SCHEDULE ABOVE REFERRED TO**

*(As per site plan attached)*

M. S. Ram  
President  
Munika Co-op. Group  
Housing Society Ltd.  
212, MIDC, B-1, B-2, B-3

Raj  
Local Administrative Officer  
Co-operative Group Housing Society  
Local Development Authority



Prepetual Lease Age - 42 yrs

Sh. R. K. Sharma

870 Sh. H. A. Sharma

NE No 212 muris ka  
N. Deller

Sub-Registrar VII  
New Delhi

21/7/2000

Rushams

Sh. R. K. Sharma

NE

21/7/2000

Rushams

⚡

NE

21/7/2000

having satisfied myself that the document was

fully executed by Sh. R. K. Sharma

to his Official duty, his signature is



NE

Sub-Registrar VII

New Delhi

21/7/2000

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NE

Sub-Registrar VII

New Delhi

21/7/2000

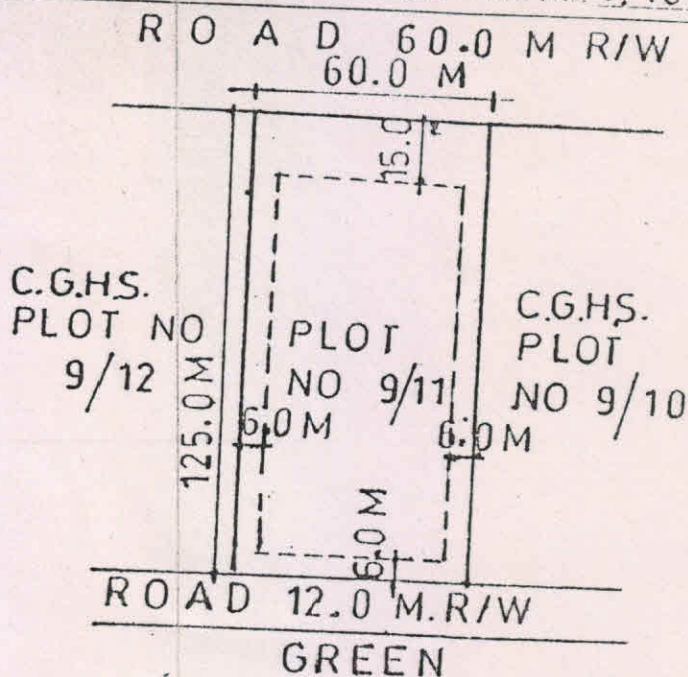




# DELHI DEVELOPMENT AUTHORITY

## LEASE PLAN

DWARKA PROJECT POSSESSION PLAN FILE NO. E 10(177) 97/ DWK



NOTE: Only written dimensions to be followed

Prepared by : NAME B.D. PALIWAL

Designation PLG. D/M Signature Baliwal 5-3-100

FILE NO. E 7(2) 95/GH/D.D.A.

PLOT NO. 11.

SECTOR NO. 9.

AREA OF PLOT (SQ.M) 7500.00

USE OF PLOT RESIDENTIAL

### BOUNDARIES

NORTH EAST ROAD 60.0 M R/W  
NORTH WEST C.G.H.S. PLOT 9/12  
SOUTH EAST C.G.H.S. PLOT 9/10  
SOUTH WEST ROAD 12.0 M R/W

### COUNTER SIGNATURE

Baliwal  
28/3/2000  
SIGNATURE OF MEMBER  
JT. DIRECTOR (SURVEY) WITH SEAL

R. K. Paliwal  
28/3/2000  
R. K. PALIHAL  
Assistant Director (S)  
SIGNATURE OF  
ASSTT. DIRECTOR (SURVEY) WITH SEAL  
Deputy Director, Survey Authority

Munika  
President  
Munika Co-op. Group  
Housing Society Ltd.  
21-LESSEE VENDOR

Adarsh  
President  
Adarsh Co-op. Group  
Housing Society Ltd.  
21-LESSOR VENDOR

## DWARKA PROJECT



8/17/90

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