



To R.N. Singh as Prabhari

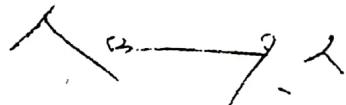
Adhikari (Sampati)

Development Authority Lucknow

for and on behalf of the lessor

contd..2


Prabhari A. Adhikari Sampati
Development Authority,
LUCKNOW



4/7/91

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पुछ..... 361/322

राजा तंडा

17896

पर सीकिस्ट्री कृषि क्षेत्र गया।

पुख्य उप निवन्धन

संचालन

26/30/91

AR. 693-52

R-69350f

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2000Rs.



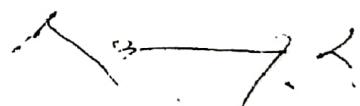
- 2 -

and Sri Durga Shankar Maiti

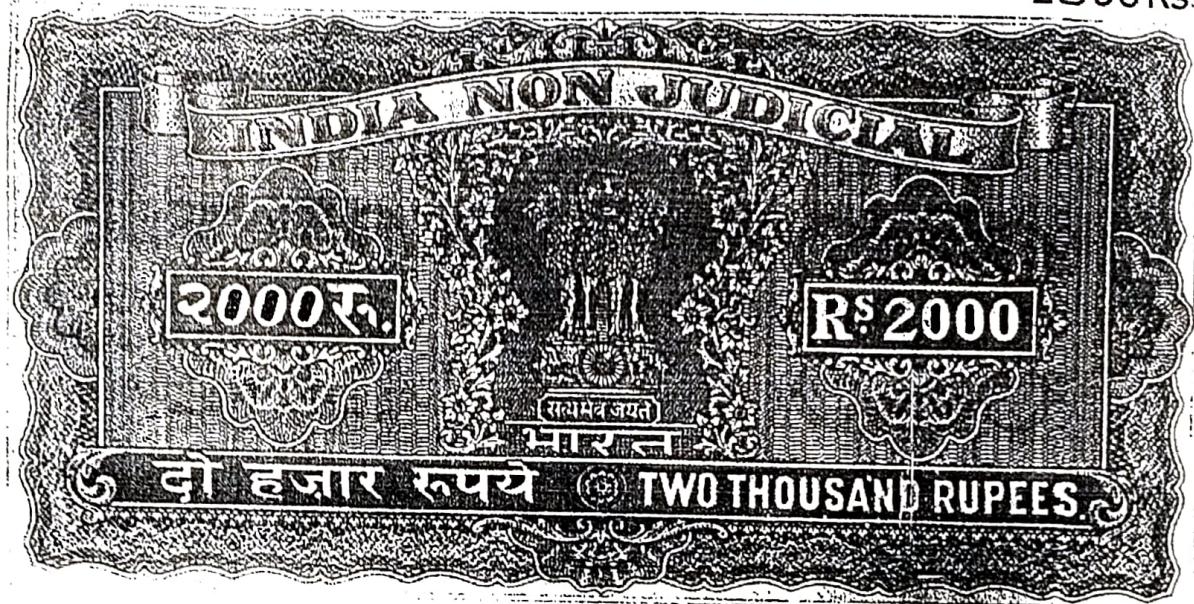
age about 59 years son of

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Prabhari A/c Sri Sampati
Development Authority,
LUCKNOW



2000Rs.



- 3 -

Late Mahendra Nath Maiti

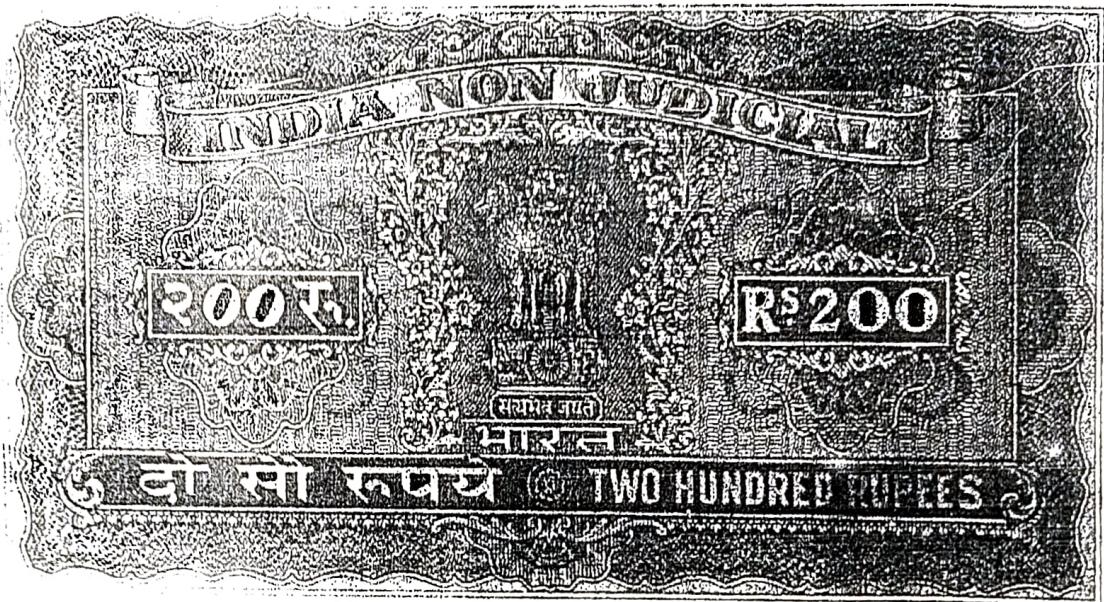
resident of C P- 14 , Sector C

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Prabhari Achikari Sampat
Development Authority,
LUCKNOW



200Rs.



- 4 -

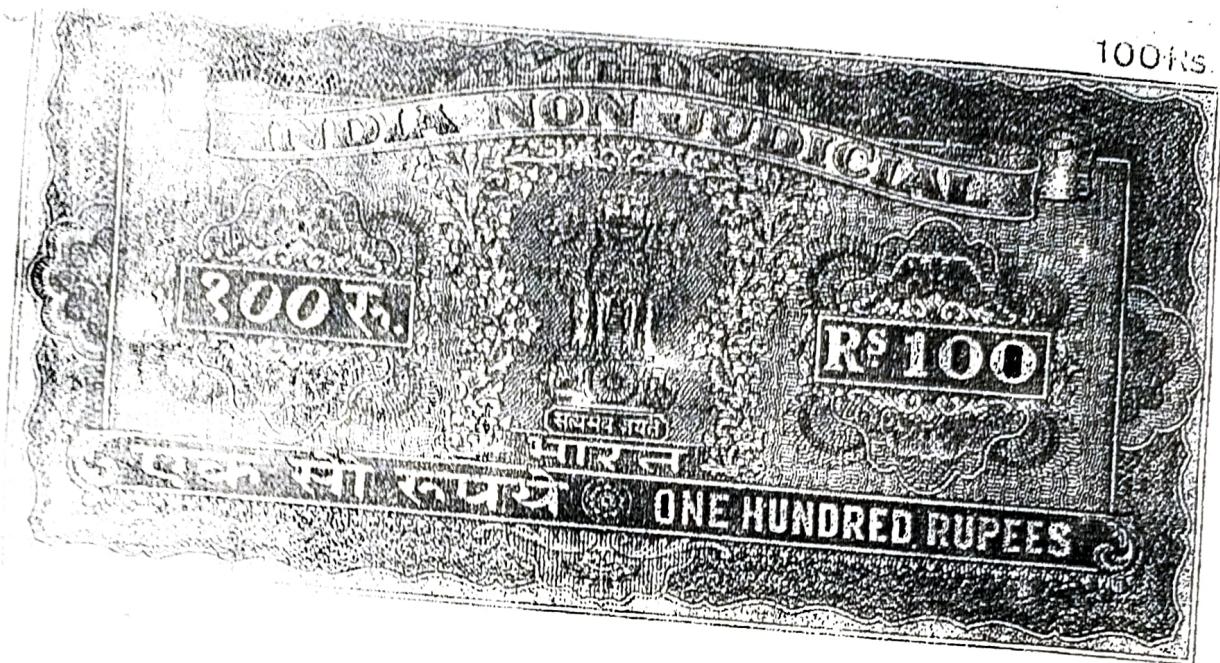
Aliganj Lucknow as lessee

have executed the lease deed

contd...45

Prabhari Adikari Sampad
Development Authority,
LUCKNOW

100Rs.



- 5 -

in respect of plot No. C -1/331 Sector G

situated in Sitapur road scheme Lucknow

in consideration of premium amounting to

Rs. 49350/- only on an yearly rent of

contd. 6

Prabhari Aanikari Sampad
Development Authority,
LUCKNOW

75 RS.



- 6 -

of Rs. 493.50 paisa only on the terms

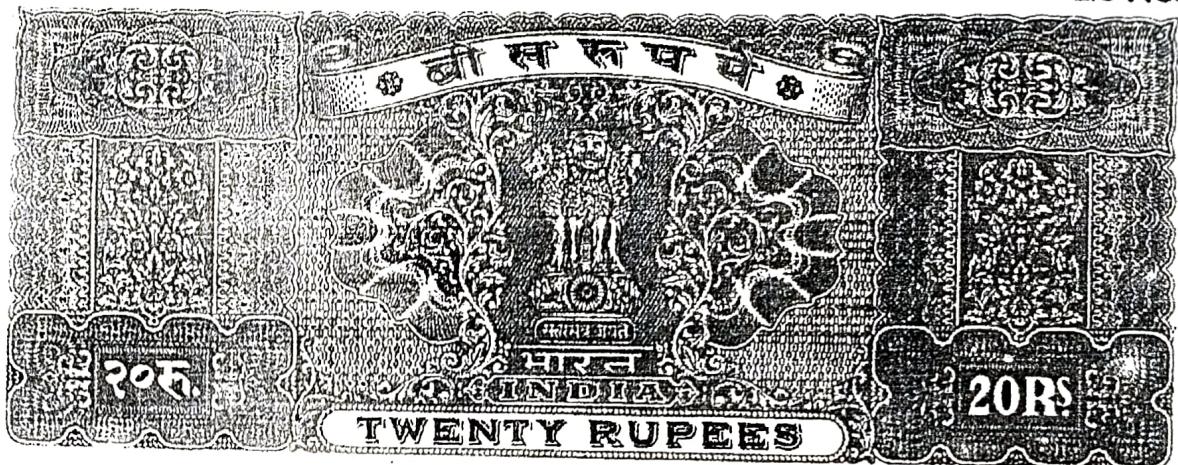
and conditions given in the printed

contd...7

[Handwritten signature]
Prabhari Adhyay Sampati
Development Society,
LUCKNOW

[Handwritten signature]

20 Rs.



- 7 -

lease deed form attached hereto with plan.

For Lessor, c. mpat
Prabhat Singh Adhikari (Sampati)
Development Authority Lucknow
LUCKNOW

Lessor

1. Witness (B.N. Srivastava)

Address L. D. A. Lucknow

2. Witness (T.P. Singh)

Address H Y C Ltd. B / 1 / 41 Sector 7
Aliganj Lucknow.

Typed by (S. Husain)

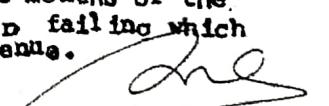
(8)

A And in view of the fact that at the time of allotment of plots in a scheme of planned Development (in which rights in land had been acquired under the Land Acquisition Act) and also at the time of consequent execution and registration of the Deed of Lease the premium and rent are fixed offered and charged by the lessor on the basis inter alia of compensation estimated by the Lessor to be likely to be awarded by the special Land Acquisition Officer and in view of the fact that such compensation may be increased some times years after the awards by the special Land Acquisition Officer either by the District Judge or by the Hon'ble High court or by the Hon'ble Supreme Court, the parties agree that if such contingencies occur and the amount of compensation, solatium and/or interest on these items are increased by any of the said authorities the liability of the increase will automatically shift to the lessee to be borne according to the ratio which the demised area bears to the total area of the scheme however subject to the percentage of increase or decrease because of the purpose of the demise as detailed below:-

1.	Residential house/plot for individual as well as institution	100% of the increase
2.	Economically weaker section and site and services.	50% of the increase
3.	Office/ commercial	200% of the increase
4.	Industrial	100% of the increase
5.	Schools, Police Station Educational Institutions and Govt. dispensaries.	50% of the increase

And the lessee shall be bound to pay the increase in compensation as additional premium within three months of the receipt of the letter or demand from the lessor failing which it shall be recoverable as arrears of land revenue.


LESSEE


Prabhari Achikari Sampati
Development Authority,
LUCKNOW

दोज देनार

प्रस्तुत संख्या

३६१/३८२

रणिस्त्री के लिया गया

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को पोटो स्टेट प्रिं

1635

17-894

ले

प्रस्तुत उप निवन्धन

LUCKNOW DEVELOPMENT AUTHORITY

Sita Pur Road

Scheme 1

LEASE DEED

24827

THIS INDENTURE made between the Lucknow Development Authority Lucknow, through its Prabharti Adhikari Sampat (herein after called the "Lessor") of One Part and Shree Durgashankar Nath, aged about 59 years son/doughter/wife of Late Mahendra Nath Maiti resident of CP-14 Sector C Aliya, Lucknow (hereinafter called the 'Lessee') of the other part, sheweth that.

Whereas the Lessor applied to the Lessee for allotment of a plot of land and,

Whereas the Development Authority of the Lessor duly allotted plot No. C-1/331 in Sita Pur Road to the Lessee vide allotment letter No. 8461/J.S.2 Dated 16-12-05.

Now this Indenture that inconsideration witnesseth of the premium amounting to Rs. Fourty Nine Thousand Five hundred (Rupees 4935/-) paid by the Lessee to the Lessor, (the receipt of which is hereby acknowledged and of the rent hereinabove reserved and of the covenants on the part of the Lessee hereinafter contained) the Lessor doth hereby demise with effect from the expiry of Fifteen months from the 16 day of the month of Dec 1983 (the date of allotment) into the lessee ALL THAT part of land with all its advantages and disadvantages or obvious conveniences by admeasurement 1493.5 Sq. Yards equivalent Bigha Biswa Biswansi Kachwani only situated in said Sita Pur Road area and measuring 1493.5 sq. yards on the North (0.70) ft on the South 20.00 ft on the East and 20.00 ft on the West, which

said plot land is more particularly described in the schedule hereunder written and with the boundaries thereof is for greater convenience delineated on that plan annexed hereto and thereon coloured red and numbered as C-1/331 the possessor of which plot this day been delivered to the Lessee, together with all rights easements, and appurtenances whatsoever to the said plot of land belonging or in any wise appurtenant to Hold the same for a term of thirty years with right of renewal to two more period of thirty years each the rent being enhancable at each renewal with due regard to the circumstances of the plot and market value of similar plots in the neighbourhood to 50% of the rent payable during the period immediately preceding the same. Lessee rendering therefor (for the said demise) during the said term the yearly rent of Rs. 4935/- (Rupees Four thousand Nine hundred and fifty Five/-) plus 1% of the premium of amount of plot, the rent being payable by yearly payment on the first day of April in each year at the central office of Lucknow Development Authority, or at such other place as the Lessor shall from time to time appoint in this behalf And the Lessee both hereby covenant with the Lessor that he/she shall during the term hereby granted pay to the Lessor the yearly rent hereby reserved on the days and in the manner herein before appointed and shall from time to time and at all times during the said term pay and discharge all rates, taxes charges and assessments of every description which are now or may at any time hereafter during the said term de-assessed or imposed the said premises heretofore demised or upon the buildings or structure to be created thereon or upon the land lord or tenants in respect thereof and also shall in or good substantial and workman like manner and to the like manner and to the satisfaction of the Vice-chairman of the Lessor or his delegate erect and completely finish fit for habitation and use on the said plot of land a dwelling house, cottage or bungalow, according to a plan and elevation to be approved by the Vice Chairman of the Lessor or his delegate as per building Bye-laws in force, for the time being and also as per conditions regulating the construction of buildings on land of the Sita Pur Road Scheme in five years from the date of allotment. Provided that only one dwelling house along with its out house shall be built on the said plot of land and also THAT the Lessee shall not without the previous consent in writing of the Lessor erect or suffer to be erected on any part of the said demised premises any building structure other than and except the building hereby consented to be erected, and will not without such consent as aforesaid make any alteration in the plan or elevation of the said building. And the Lessee will have to start construction within three years from the date of Registration also the plot will be forfeited. And the Lessee shall not be entitled on case before expiry of such period be assigned or transferred to any party other than the Lessor without the previous consent in writing of Lessor, and also that if the Lessee is desirous of assigning or transferring has lease hold right in the said plot before the expiry of the said period of five years from the date of the registration of this deed and if the plot is free from any encumbrance whatsoever he/she may make a written offer to the Lessor for surrendering the tenancy hereby created where upon the Lessor shall be bound to accept the surrender and refunding before the Sub-Registrar at the time of Registration of the surrendering the amount of premium which has been paid, by the Lessee, to the Lessor, under the Rules before the execution of the agreement provided that if the Lessee has already constructed any building or structure on the said plot before the expiry of the said period of five years, in accordance with the terms and conditions of this agreement and wants to part with the lease hold rights in the said plot and/or with the rights of ownership of the said building or structure and all of them are free from any encumbrances whatsoever he/she shall have to make the said offer to the Lessor for surrender of the Lease-hold rights in the said plot as well absolute transfer of the building structures standing thereon in which case the Lessor shall be bound to accept the surrender and to refund the amount of premium, paid as aforesaid by the Lessee under the Rules before the Sub-Registrar at the time Registration of the deed of surrender of the tenancy rights in the said plot and transfer of absolute rights of ownership of the building and structures, standing on the plot as well as to pay at the same time in cost of construction of the building structures, standing on the land as estimated, (with deduction or depreciation) by the Adhishashi Abhyanta of the Lessor. And also that the Lessor his/her assignee, or transferee will not transfer his/her rights under the demise until he/she has paid all the arrears of the rent due from him/her to the Lessor up to

AS PER SLIP ATTACHED

Prabharti Adhikari Sampat
Development Authority,
Lucknow

the date of such assignment or transfer. And that the Lessee will not transfer or assign his rights in leased land to & like person without the previous consent of the Lessor and that in particular cases the Lessor if it thinks fit will give consent after the Lessee pays 50% profit of the land at Sale price i.e. difference between premium price and market value of the said land existing on that date. If the house is not constructed with in specified time 2% Leavy at market rate will be charged annually. And that if the rent due from him/her to the Lessor such assigned or transfer shall also be equally liable for all the arrears of rent due on the date of such assignment or transfer. And also that Lessee will not at any time carry on or Permit to be carried on or upon the said premises any trade or business whatsoever or use the same or permit the same to be used for any religious purpose or any purpose other than private residence and will not do or suffer to be done on the whole or any part of the demised premises or of the building or structure standing thereon, any act or things which may be or are known to be a nuisance or may cause any inconvenience or damage to the Lessor the Lessee or the owners, or occupiers of other premises in the neighbourhood, PROVIDED ALWAYS that the Lessee shall peaceably surrender and yield up the said demised premises with the said building or structures thereon in such good and substantial repair as aforesaid on the expiration or sooner determination of the said term in, to the Lessor. Who may in case of expiry of term either take the buildings upon a valuation or the Lessee will have the right to remove it. And will so often as the said premises shall by assignment or death or by operation of law or otherwise, however, become assigned inherited or transferred during the pendency of the term hereby granted, within one calendar month from date of such assignment inheritance transfer to the Lessor setting forth the names and description of the parties to every such assignment decree, order, certificate or other documents effecting or evidencing such assignment inheritance or transfer and if the documents, shall be lawful for the Lessor and his agents during the said term at all reasonable times of the day to enter into or upon condition thereof, and if any defect or want of repair shall on any such inspection be found and discovered to give to the Lessee or leave upon the said premises notice in writing to make good and restore the same and that the Lessee shall within three calendar months next after such notice well and sufficiently make good and restore the same such notice will and sufficiently make good hereby declared that if the said yearly rent hereby reserved or any part thereof shall at any time be in arrears and unpaid for the space of one calendar months next after end of the days wherein the same shall have become due whether the same shall have been lawfully demanded or not or, if there shall be any breach or non-observance whatsoever by the Lessee of any of the covenants hereinbefore contained on his/her part to be observed and/or performed then and in any such case it shall be lawful for the Lessor not with standing the waiver of any previous cause or right of re-entry to enter into and upon the said demised premises and the building or structures so to be erected as aforesaid or into or upon any part thereof in the name of the whole and there upon same shall remain to the use of and be vested in the Lessor Provided also that the expression case of the Lessor, its successors and/or assigns and in the case of the latter his/her heirs, executors, Vice Chairman, representatives and/or assigns AND IT IS HEREBY AGREED between the parties hereto that all costs and expenses incidental to the execution and/or assigns of this deed or the renewal shall be payable by the Lessee.

IN WITNESS WHEREOF the Prabhati Adhikari Sampath for and on behalf of the Lessor and the Lessee in person have hereunder set their hands on the day and year written below:

The Schedule referred to above:-

Plot of land, No. E-1/331.....in Sector P-1 Road 56/Lease.....Lucknow, measuring.....1200 sq. ft
equivalent to Bigha: 10-40 A.....Biswa.....Biswanshi.....and Kachwanthi.....with
sides measuring on the North.....10-40 M.....on the South.....80-40 M.....on the East and.....80-40 M.....
on the West, and bounded as follows:-

East.....9-40 ft wide Road

West.....P. No. - 1/332.....

WITNESS.....

1. Name : Mr. B. N. Srivastava

Parentage : Late K. N. Srivastava.

Occupation : 2. I. R. C.

Residence : 1. D. S. T.

Date :

2. Name : T. R. Singh (Son of T. R. Singh)

Parentage : Late Raghuvir Singh.

Occupation : 2. I. R. C.

Residence : 1. F. C. Bld. B-1/41 Sector 5 Prabhati Adhikari Sampath

Date : Aligay 1/20 Development City, LUCKNOW

Prepared by :

Checked by :

North 9-40 ft wide Road

South 3-40 ft wide Path

Correction Note :

Paper to Designate/Mark

Political.

1. LESSOR

for and on behalf of the Lessor

Prabhati Adhikari Sampath
Chairman Adhikari Sampath
Development Authority Lucknow
Lessor

Date of Signature : 27.4.1971

2. LESSEE

Lessee

Date of Signature : 27.4.1971