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# NAGAR MAHAPALIKA LUCKNOW KUTUB PUR IRADAT NAGAR SCHEME LEASE DEED

THIS INDENTURE made between the Nagar Mahapalika of the City of Lucknow, through its PRASHASAK (hereinafter called the 'Lesser') of the One Part and Shri Chandan Baham Singh age about ..... years son/daughter/wife of ..... resident of Village P.P.O. Mourri, Distt. Bahraich, Lucknow (hereinafter called the 'Lessee') of the other part, showeth that.

Whereas the Lessee applied to the Lessor for allotment of a plot of land and, Whereas the Administrator of the Lessor duly allotted plot No. C/221 in the Kutub pur Iradat Nagar Scheme to the Lessee Vide its resolution No. 410/20 dated 23.2.67

Now this Indenture witnesseth that in consideration of the premium amounting to Rs. 7020/- (Rupees Seven Thousand and Twenty only) paid by the Lessee to the Lessor, (the receipt of which is hereby acknowledged and of the rent hereinafter 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 17th day of the month of January, 1968 (the date of allotment) unto the Lessee ALL THAT plot of land with all its advantages and disabilities hidden or obvious containing by admeasurement 3120 Sq. ft. equivalent to Bighas 0, Biswas 2, Biswansi 5, and Kachwansi 17, only situated in said Kutub Pur Iradat nagar Scheme Area and measuring 39 ft. on the North, 39 ft. on the South, 80 ft. on the East and 80 ft. on the West which said plot of land is more particularly described in the Schedule hereunder written and with the boundaries thereof is for greater clearness delineated on the plan annexed to these presents and thereon coloured red and numbered as C/221 the possession of which plot has been delivered to the Lessee, together with all rights easements and appurtenances whatsoever to the said plot of land belonging or in anywise appertaining to HOLD the same for a term of thirty years with a right of renewal to two more periods of thirty years each, the rent being enhanceable at each renewal due regard to the circumstances of the plot and the market value of similar plots in the neighbourhood to 50% of the rent payable during the period immediately preceding the revision the Lessee rendering therefor (for the said demise) during the said term the yearly rent of Rs. 23/52/- Rupees Twenty Three and fifty during at the rate of Rs. 200/- per Bigha per annum, till the Lessee has constructed a building of an approved design and of a value not less than two times the premium of the land, whereafter, i. e. after the completion of the construction of the building aforesaid, the rate shall be reduced to Rs. 100 per Bigha per annum, and the rent shall be reduced accordingly, the rent being payable by yearly payments on the first day of April in each year at the central office of Nagar Mahapalika, (Vikas) Lucknow, or at such other place as the Lessor shall from time to time appoint in this behalf. And the

Lessee doth hereby covenant with the Lessor that he shall during the term hereby granted pay to the Lessor the yearly rent hereby reserved on the days and in the manner hereinbefore 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 be assessed or imposed upon the said premises hereby demised or upon the buildings or structures to be erected thereon or upon the landlord or tenants in respect thereof & also shall in a good substantial and workman like manner and to the satisfaction of the PRASHASAK 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 PRASHASAK of the Lessor or his delegate as per Building Byelaws in force for the time being and also as per conditions regulating the construction of buildings on land of the Kutubpur Iradat Nagar Scheme within five years from the date of allotment. Provided that only one dwelling house along with its out-houses 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 or structure other than the building hereby covenanted 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 allotment else the plot shall be forfeited. And the Lessee shall not be entitled without such consent as aforesaid to make any sub-division of the said demised premises or to transfer or assign it in parts though the whole plot as laid out and leased by the Lessor may on that expiry of five years from the date of the registration of this deed, but in no case before expiry of such period be assigned or transferred to any party other than the Lessor, without the previous consent in writing of the Lessor; And also that if the Lessee is desirous of assigning or transferring his lease-hold rights 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 encumbrances whatsoever he may make a written offer to the Lessor for surrendering the tenancy hereby created whereupon the Lessor shall be bound to accept the surrender and refunding before the Sub-Registrar at the time of registration of the surrender the amount of premium which has been paid, by the Lessee to the Lessor, under the Rules before the execution of this 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 leasehold 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 encumbrance whatsoever he shall have to make the said offer to the Lessor for surrender of the leasehold rights in the said plot as well as for absolute transfer of the building or 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 of 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 the cost of

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construction of the building or structures, standing on the land, as estimated, (with deduction of depreciation), by the Nagal Abhiyanta (Vikas) of the Lessor; And also that the Lessee his/her assignee, or transferee will not transfer his/her rights under this demise until he/she has paid all the arrears of the rent due from him/her to the Lessor upto the date of such assignment or transfer; And that if the Lessee, his/her assignee or transferee makes any such assignment or transfer of the said rights without first paying all the arrears of rent due from him/her to the Lessor such assignee or transferee 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 thereon, any act or thing which may be or grow to be a nuisance or annoyance or may cause any inconvenience or damage to the Lessor, the assignee 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 unto 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 by death or by operation of law or otherwise howsoever become assigned or inherited or transferred during the pendency of the term hereby granted, within one calendar month from the date of such assignment or inheritance or transfer deliver a notice of such assignment inheritance or transfer to the Lessor setting forth the names and descriptions of the parties to every such assignment and the particulars and effects thereof together with every assignment and every probate of a Will or letters of Administration, decree, order, certificate or other documents affecting or evidencing such assignment inheritance or transfer and the documents, as aforesaid accompanying the said notice shall remain for seven days at least at the office of the Lessor; And also that it shall be lawful for the Lessor and his agents during the said term at all reasonable times of the day to enter into and upon the said demised premises and the building or structures to be erected thereon as aforesaid and to inspect and view the condition thereof and if any defect or want of repairs 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 accordingly Provided Always and it is 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 month next after any of the said days whereon 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 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 to enter into and upon the said demised premises and the building or structures so to be erected as afore-

said or into or upon any part thereof in the name of the whole and thereupon the same shall remain to the use of and be vested in the Lessor, Provided Also that the expressions the "Lessor" and "Lessee" hereinbefore used shall unless such an interpretation be inconsistent with the context include in the case of the former, its successors and/or assigns and in the case of the latter his/her heirs, executors, administrators, representatives, and/or assigns AND IT IS HEREBY AGREED between the parties hereto that all costs and expenses incidental to the execution and registration of this deed or the renewal shall be payable by the Lessee.

IN WITNESS WHEREOF the PRASHASHAK for and on behalf of the Lessee in person have hereunder set their hands on the day and year written below.

The Schedule as referred above :-

Plot of land No. C/221 in Kutubpur Iradat Nagar Scheme Lucknow, measuring 3120 S. ft. equivalent to Bigha 2 Biswas 2 Biswansis 5 and Kachwansis 17 with sides measuring 39' on the North, 80' on the South, 80' on the East and 80' on the West, and bounded as follows :-

- East - Plot No. C/220
- West - Plot No. C/222
- North - ROAD.
- South - PART P. No. C/204 & C/208.

*Signature*  
16.7.69

WITNESS -

1. LESSOR :-

For and on behalf of the Lessor

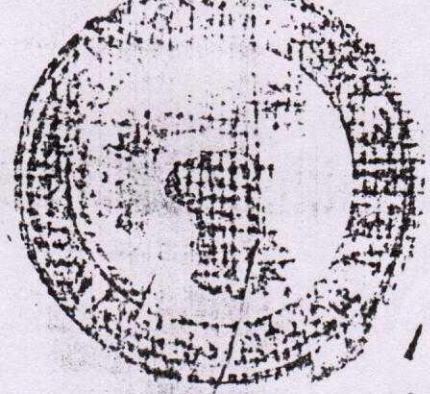
1. Name :- *H.N. Srivastava*  
 Parentage :- *Shri K.P. Srivastava*  
 Occupation - *service*  
 residence - *266, Katra Bagan, Lucknow*  
 Date - *10/3/69* Date of Signature.....

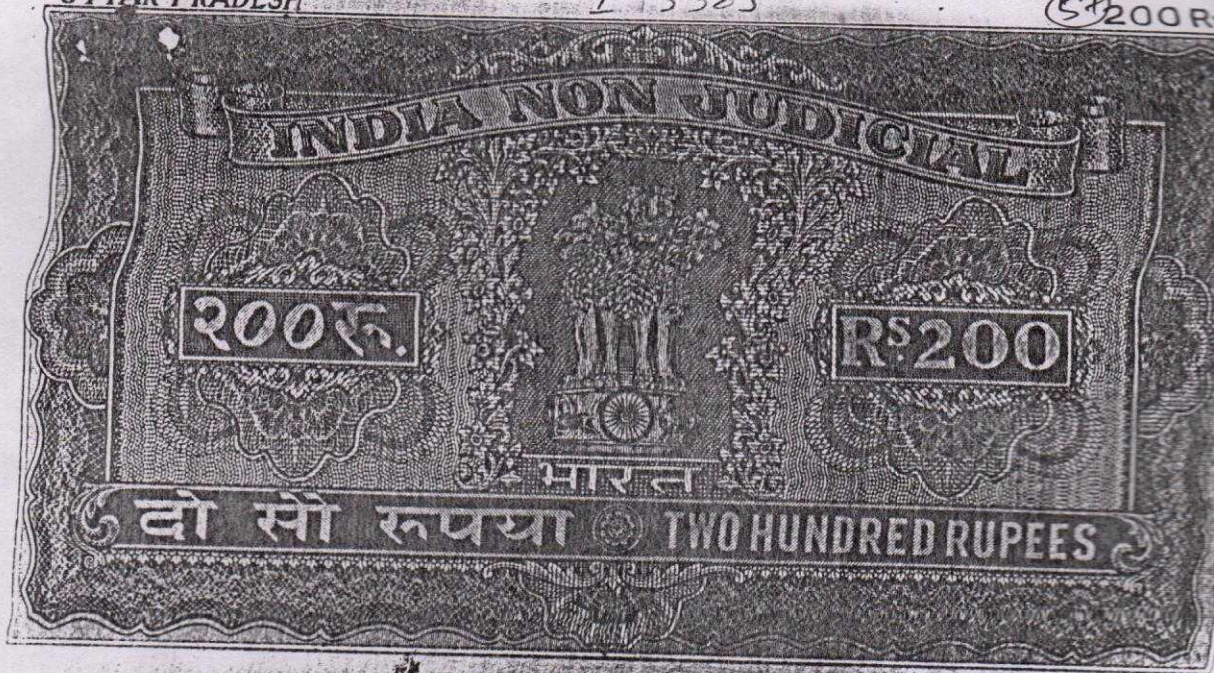
*Mukhya Nagar Adhikari Prashachak of the Lessor. Bigha - 2*

2. Name - *Aradhosh Kumar Singh*  
 Parentage - *Shri K. Vindhyachal Singh*  
 Occupation - *Agriculture*  
 residence - *B-8/1, Paper Mill Colony, Lucknow*  
 Date - *10/3/69* Date of Signature.....

Lessee *B.Singh*

*Prepared by - D.P. Singh T.D.C.*  
*Compared by - [Signature]*  
*[Signature]*  
 T.H.C.





R.M. Sinha, *Up.*  
~~Ch. P. Sinha~~  
 A.M. Kulkarni, *Mukhya*  
 I, G.V. Misra as Up Nagar Adhikari, Nagar Mahapalika,  
 Vikas Vibhag, Lucknow as lessor and Sri Chandra Bhan Singh  
 S/O Sri V.C. Singh R/O Village & P.O. Meuri Distt. Ballia as  
 lessee have executed the lease deed on the terms and conditions  
 given in the printed lease form attached hereto.

*16.7.59*  
 For lessor  
 Up Nagar Adhikari,  
 Nagar Mahapalika, Vikas Vibhag,  
 Lucknow.  
*Sd/-*

*16.7.59*  
 Lessee

1. Witness *शुद्धादेव*  
 Address *मो. १०१००*  
*मि. १११११*
2. Witness *राजेश्वर*  
 Address *मो. १०१००*  
*मि. १११११*

