

Delhi Development Act, 1957

Appendix 1 - APPENDIX 1 PERPETUAL LEASE

FORM(House Building Co-operative Societies)(Group Housing Societies)DELHIADMINISTRATION(Land and Building Development)(See Rule 23)FORM 1(House Building Co-operative Societies)(Group Housing Societies)DELHIADMINISTRATION(Land and Building Development)(See Rule 23)PERPETUAL LEASETHIS INDENTURE made on this.....day of.....one thousand nine hundred and.....BETWEEN THE PRESIDENT OF INDIA (hereinafter called "the Lessor") through the Delhi Development Authority (hereinafter called the Authority) of one part and.....a society registered under the Delhi Co-operative Societies Act, 1972, (Act 35 of 1972) and having its registered office at.....(hereinafter called "the Lessee") of the other part.WHEREAS BY AN AGREEMENT dated the.....day of.....one thousand nine hundred and.....made between the parties hereto the Lessor granted a licence to the Lessee to enter upon the price of land measuring.....Bighas and..... Biswas or thereabout situated at.....described in the schedule to the said Agreement (hereinafter called "the said land") for the purpose of development in accordance with the lay-out plan sanctioned by the proper municipal or other authority, namely..... (hereinafter called "the lay out plan") and the Lessor had agreed to demise, after completion of the development, such residential plots carved out of the said land as may be determined in his absolute discretion by the Lieutenant-Governor of Delhi (hereinafter called "the Lieutenant Governor") to the Lessee in the manner hereinafter appearing.AND WHEREAS the Lessee has developed the said land accordingly and the Lieutenant Governor has determined the residential plots to be demised (hereinafter called "the residential plots").WHEREAS the Lessee has applied to the Lessor for the grant of a perpetual lease of the Nazul Land and the Lessor has agreed on the faith of the statements and the representations made by the Lessee, to grant a perpetual lease of the said Nazul land.NOT THIS INDENTURE witness that, in consideration of the Lessee having paid to the Lessor Rs.....(Rupees.....only) towards premium before the execution of these presents (the receipt whereof of the Lessor hereby acknowledges) and of the rent hereinafter reserved and of covenants on the part of the Lessee hereinafter contained, the Lessor doth hereby demise unto the Lessee ALL THAT plot of Nazul land containing by admeasurement a total area of.....or thereabouts situate at..... which Nazul land comprising of residential plots (as shown on the lay out plan) more particularly described in the schedule hereinafter written and with boundaries thereof were granted clearances have been delineated on the lay-out plan annexed to these presents and thereon colourededTOGETHER 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 this.....day of..... one thousand nine hundred and.....YIELDING AND PAYING therefor the yearly rent payable in advance of Rs.....(Rupees.....only) upto the.....day of.....one thousand nine hundred and.....and thereafter at the rate of two and a half per cent of the premium (the sum already paid and such other sum or sums hereafter to be paid towards premium under the covenants and conditions hereinafter contained) or such other enhanced rent as may hereafter 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.....one thousand nine hundred and.....and the rent amounting to Rs.....(Rupees.....only) from the date of commencement of this Lease to the last mentioned date having been paid before the execution of these presents.Subject always to the exceptions, reservations, covenants and conditions hereinafter contained, that is to say, as follows:I. The Lessor excepts and reserves unto himself all mines, minerals, coal, goldwashing 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 damages directly occasioned by the exercise of all the rights hereby reserved or any of them. II. The Lessee covenants with the Lessor in the manner following, that is to say: (1) The sums shall be paid 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.....day of.....one thousand nine hundred and.....(2) The Lessee shall pay unto the Lessor the yearly rent hereby reserved on the days and in the manner herein appointed. (3) The lessee shall not deviate in any manner from the lay-out plan nor alter the size of any of the residential plots whether by sub-division, amalgamation or otherwise. (4) 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 residential plots or any of them except in the manner hereinafter provided. (5) (a) The Lessee shall sub-lease, within such time and on such premium a yearly rent as may be fixed by the Lessor, one residential plot to each of its members who or whose wife/husband or any of his/her dependent relatives including unmarried children does not own, in full or in part, on free-hold or lease-hold basis any residential plot or house in the urban areas of Delhi, New Delhi or Delhi Cantonment, and who may be approved by the Lieutenant Governor. (b) The Lessee shall offer to every such person whose land, which formed part of the said land, has been acquired its membership and, if he is eligible according to the provisions of sub-clause (a) above, shall sublease to him such residential plot as the Lieutenant Governor may in his absolute direction direct on the same terms and conditions as are applicable to the original members of the Lessee. (c) The Sub-Lease shall, as nearly as circumstances will permit, be in accordance with the form of the Sub-Lease attached hereto and marked 'B' which has been approved by the Lessee and signed by.....(name and designation) of the Lessee for the purpose of identification and shall contain covenants similar to the covenants set out in the said form of Sub-Lease and such other proper and appropriate covenants, clauses and conditions 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 Sub-Lease or as may be rendered necessary by any Act of the Legislature or any rule, regulation or bye-law of the proper municipal or other authority, coming into force before the execution of the Sub-Lease and may also contain such other provisions as the Lessor may, on application by the Lessee in this behalf, approve. (d) A member of the Lessee to whom a residential plot will be sub-leased as herein provided and hereinafter referred to as "the Lessee" and the residential plot to be sub-leased to him as "the said residential plot". (e) If any of the residential plot is not sub-leased or is surrendered by any of the Sub-lessees or has taken possession of by the lessee in any manner whatsoever the Lessee shall forthwith surrender such residential plot 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 plot in any manner and to whomsoever he thinks proper. (6) The Lessee doth hereby guarantee that (a) Every Sub-Lessee shall, within a period of two years from the.....day of.....one thousand nine hundred and.....(and the times so specified shall be the essence of the contract) after obtaining sanction to the building plan, with necessary designs plans and specifications from the proper municipal or other authority, at his own expenses, erect upon the said residential plot and complete in a substantial and workman-like manner a residential building for private dwelling with the requisite and proper walls, sewers and drains and other conveniences in accordance with the sanctioned building plan and to the satisfaction of such municipal or other authority; (b) The Sub-Lessee will not deviate in any manner from the lay-out plan or sub-divide the said residential plot or amalgamate the same with any other plot; (c) The Sub-Lessee will not sell, transfer, assign or otherwise part with the possession of the whole or any part of the said residential plot in any form or manner, benami or otherwise, to a person who is not a member of the Lessee; (d) The Sub-Lessee will not sell, transfer, assign or otherwise part with the possession of the whole or any part of the said residential plot to any other member of the Lessee except with the previous consent in writing of the Lessor which he shall be entitled to refuse in his absolute discretion: Provided 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 a portion of the unearned increase in the value (i.e. the difference between the premium paid and the market value) of the said

residential plot at the time of sale, transfer, assignment, or parting with the possession, the amount to be recovered being fifty per cent 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 pre-emptive right to purchase the property after deducting fifty per cent of the unearned increase as aforesaid.(7) Notwithstanding anything contained in sub-clause (6)(c) and (6)(d) above, the Sub-Lessee may, with the previous consent in writing of the Lieutenant Governor, mortgage or charge the said residential plot to such person as may be approved by the Lieutenant Governor in his absolute discretion. Provided that, in the event of the sale or foreclosure of the mortgaged or charged property, the lessor shall be entitled to claim and recover the fifty per cent of the unearned increase in the value of the said residential plot 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 residential plot 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 fifty per cent of the unearned increase as aforesaid.(8) The Lessor's right to the recovery of fifty per cent 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.(9) Notwithstanding the restrictions, limitations and conditions as mentioned in sub-clauses (6)(c) and (6)(d) above the Sub-Lessee shall be entitled to sublet the whole or any part of the building that may be erected upon the said residential plot for the purposes of private dwelling only on a tenancy from month to month or for a term not exceeding five years.(10) Whenever the title of a Sub-Lessee in the said residential plot is transferred in any manner whatsoever the transferee shall be bound by all the covenants and conditions contained herein or contained in the SubLease and be answerable in all respects therefor in so far as the same may be applicable to, affect and relate to the said residential plot.(11) Whenever the title of a Sub-Lessee in the said residential plot 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. In the event of the death of a Sub-Lessee the person on whom the title of the deceased devolves shall, within three months of the devolution, give notice of such devolution to the Lessor and the Lessee. The transferee or the person on whom the title devolves, as the case may be, shall supply the Lessor and the Lessee certified copies of the document(s) evidencing the transfer or devolution.(12) 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, charges or imposed upon the residential plots hereby demised or on any buildings to be erected thereupon or on the landlord or tenant in respect thereof.(13) All arrears of rent and other payments due in respect of the residential plots hereby demised or any of them shall be recoverable in the same manner as arrears of land revenue.(14) The Lessee or a Sub-Lessee, 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.(15) The Lessee or a Sub-Lessee, 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 residential plot or plots,(16) The Lessee or a Sub-Lessee, as the case may be, shall not without the written consent of the Lessor carry on, or permit to be carried on, on any residential 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 sub-lessees and persons living in the neighbourhood. PROVIDED that, if the Lessee or a Sub-Lessee, as the case may be, is desirous of using any residential 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.(17) The Lessee or Sub-Lessee, as the case may be, shall at all reasonable times grant access to the residential plots to the Lt. Governor for being satisfied that the covenants and conditions herein contained have been and are being complied with.(18) The Lessee save as provided in Clause VII, and the Sub-Lessee shall on the determination of this Lease peaceably yield up the residential plots and the buildings thereon unto the Lessor. 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 Sub-Lease has been obtained by suppression of any fact or by any misstatement, 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 if any of the covenants or conditions herein contained and on its part to be preserved or performed, then and in such case, it shall be lawful for the Lessor, notwithstanding the waiver of any previous cause or right of re-entry upon the residential plots hereby demised and the buildings thereon, to re-enter upon and take possession of the residential plots or any of the sub-leased plots and the buildings and fixtures thereon in respect of which any sum or rent has been in arrear, or such suppression, misstatement, misrepresentation or fraud or breach has been committed and thereupon this demise and every thing herein contained shall cease and be determined in respect of the residential plots of the sub-leased plot or plots so re-entered upon and the Lessee and the Sublessee(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 Sub-Lessee concerned a notice in writing: (a) specifying the particular breach complained of, and (b) if the breach is capable of remedy, requiring the Lessee and the Sub-Lessee concerned to remedy the breach and if the lessee and the Sub-Lessee 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 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 and completion of buildings, within the time provided and transfer of any of the residential plots as mentioned in Clause II, or (b) in case this Lease or any Sub-Lease has been obtained by suppression of any fact, misstatement, misrepresentation or fraud. V. The rent hereby reserved shall be enhanced from the first day of Janaury one thousand nine hundred and _____ thereafter at the end of such 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 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 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 as 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 Sub-Lessee so far as these relate to the residential plot sub-leased to him, and to realise directly from the Sub-Lessee the yearly rent and all other sums due and payable by him under the Sub-Lease to the lessee. VII. In the event of the dissolution of the lease, for whatever cause, this lease shall stand determined, and (a) the Sub-Lessee shall be deemed to be the successor-in-interest of the lessee under these presents, and all rights and obligations of the lessee hereunder shall devolve upon the Sub-Lessee in so far as these pertain to the residential plot sub-leased to him and he shall observe and perform the said obligations to the Lessor, and (b) the Lessor shall be deemed to be the successor-in-interests of the lessee under the Sub-Lease and all rights and obligations of the Lessee thereunder shall devolve upon the lessor, and the Sub-Lessee shall observe and perform his obligations under the Sub-Lease 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 Lieutenant Governor or any other person appointed by him. It will be no objection that the arbitrator is a Government servant, and that he has to deal with the matters to which the Lease relates, or that in the course of his duties as a Government servant 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.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 Lieutenant Governor and 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 a Sub-Lessee or any person claiming any right to a residential plot if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said residential 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 Sub-Lessee or such person.X. (a) All powers exercisable by the Lessor under this lease may be exercised by the Lieutenant Governor. The Lessor may also authorise any other office or officers to exercise all or any of the powers exercisable by him under this lease.(b) The Lieutenant Governor 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 subclause (a) above.XI. In this Lease, the expression "the Lieutenant Governor" means the Lieutenant Governor of Delhi for the time being or, in case his designation is changed or his office is 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 Lieutenant Governor 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 Lieutenant Governor under this Lease. XII. The expressions "the Lessor" and "the Sub-Lessee" hereinbefore used shall where the context so admits include, in the case of the lessor, his successor and assigns, and in the case of the Sub-Lessee his heirs, executors, administrators or legal representatives and the person or persons in whom the sub-leased interest created by a sub-lease shall for the time being is vested by assignment or otherwise and the expression "the Lessee" hereinbefore used shall mean the Society.XIII. This lease is granted under the Government Grants Act, 1895 (Act XV of 1895).IN WITNESS WHEREOF Shri _____ for and on behalf of and by the order and direction of the lessor has hereupon set his hand and the common seal of the Lessor has hereunto been affixed this day and year first above written.Signed by for and on behalf of and by the order and direction of the President of India (Lessor)In the presence of(1) Shri..... The Common Seal of (SEAL) Society (Lessee) is hereby affixed in the presence of Shri (Name and Designation) in pursuance of bye-law No..... of the Society (Lessee)/Resolution No..... Dated the of the Managing Committee of the Society (Lessee) and the said Shri has signed in the presence of(1) Shri(2) Shri