

47350/2020/O/o DY. DIRECTOR (IL) **DELHI DEVELOPMENT AUTHORITY**
INSTITUTIONAL LAND BRANCH
 Room No.216, A-Block, 2nd Floor, Vikas Sadan, INA New Delhi

No. F.

Dated:

To

Sub: - Performa/General term and conditions of demand cum allotment letter.

Sir,

With reference to letter No..... on the subject noted above, I am directed to inform you that under the provision of DDA (Disposal of Developed Nazul land) Rules, 1981, it is proposed to allot a plot of land measuring (on perpetual lease hold basis) for the purpose of on the usual terms/conditions as given in the approved format of perpetual lease deed and the following conditions: -

1. That the allottee will be required to pay provisional premium of land measuring@ Rs. **per acre (Provisional)** with annual ground rent **2.5%** per annum of the total premium. (Aggregate of the provisional land final premium). The revision of rates of land is under consideration of the Central Govt. The allottee shall have to pay balance premium for the land as per rates determined by the Central Government under Rule-5 of DDA (Disposal of Developed Nazul land) Rules 1981, and within the time demanded by DDA. The rates of land, determined, by Central Government, shall be binding upon the allottee and shall not be called in question by it in any proceeding.
 - i. The allottee shall give an undertaking to the effect that it will pay the balance premium of land as and when demanded by DDA on the basis of the rates determined by Central Govt.
 - ii. The area of the land/ plot is also subject to variation in size, as per requirement of layout plan and actual demarcation of the plot at site etc.
 - iii. The allotted land shall be used for the purpose of **only** and no other purpose whatsoever.
 - iv. The building plans should be got approved from the Lessor/DDA/Local body, before getting the same sanctioned for the construction on allotted land and construction as per sanctioned plan shall be completed thereon within a period of 2 years from the date of taking over physical possession of the plot allotted.
 - v. The allottee 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, in the event of the consent being given, the Lessor may claim and recover the whole or a portion (as the Lessor may in his absolute discretion determine) of the un-earned increase in the value (i.e. the difference between the premium paid and market value) of the said land at the time of sale, transfer assignment, or parting with the possession and the decision of Lessor in the respect of the market value shall be final & binding.

- b. Notwithstanding anything contained in sub-clause (a) above, the lessee may with the previous consent in writing of the Lt. Governor of Delhi (here in after called The L.G.) mortgage or charge, the said land to such person as may be approved by the Lt. Governor in his absolute discretion.
 - vi. The lease deed shall be executed and got registered by the allottee at its own cost as and when called upon to do so, by the Lessor (PRESIDENT OF INDIA)/DDA.
 - vii. The trees if any standing on the plot in question shall remain as DDA property and shall not be removed or disposed of without the prior approval of the Lessor in writing. If the trees required to be removed off, then the permission for cutting of trees may be obtained from Forest Department/Horticulture Department. The tree will be verified by Horticulture Department, DDA.
 - viii. That all other conditions, as contained in the perpetual lease deed to be executed in this behalf and any other terms/condition imposed from time to time by the Central Government/Lt. Governor shall be binding upon the allottee. The form of Lease Deed can be purchased from the office of DDA.
 - ix. If the allottee violates any terms and conditions as mentioned above and in the perpetual lease-deed, the allotment shall be cancelled and possession of the land/plot with superstructure standing thereon if any, will be taken over by the Lessor (PRESIDENT OF INDIA)/DDA, without any compensation to the allottee.
 - x. If the allotment is cancelled for breaches of any terms/ conditions of the allotment, the possession of the plot/land with building, if any will be handed over to DDA by the allottee on the date and time given in the cancellation notice.
2. That it is the whole responsibility of the allottee to keep proper watch and ward of the land and property against any encroachment.
 3. The offer of allotment of land herein made is on "AS IS WHERE IS BASIS". The allottee is advised to got himself acquainted with the conditions herein mentioned and also the site conditions before acceptance of the offer of allotment. It may be noted that the DDA shall not entertain any claim/exemption from the payment of ground rent, License Fee, composition fee etc. once the offer of allotment is accepted and possession is taken over.
 4. The allottee shall abide by all the terms and conditions given in the allotment letter/lease deed and other conditions as may be imposed by the Competent Authority from time to time.
 5. The allottee shall pay the cost of fencing/Boundary wall if any, as and when demanded by DDA.

- 7. The payment and the acceptance letter with the required undertaking must be sent within 60 days from the date of issue of Demand-Cum-Allotment letter, failing which interest at the rate of shall be chargeable for the delay period upto of issue of this letter. On completion ofdays from the date of issue, the allotment shall be automatically cancelled. If the allottee has made partial payment, after of issue of this letter the allottee shall have to re-apply for allotment.
- 8. If the above terms and conditions are acceptable to you, the acceptance there of with an undertaking may be sent to the undersigned along with the demand draft for Rs. including Ground Rent+ documentation charges Rs. 45/- in favour of DDA within days from the date of issue of demand-cum-allotment letter. The said amount can also be deposited in the bank counter situated in I.N.A. office complex and copy of the same may be sent to this office.

Details of Demand

1	Premium of land measuring	:
2	Ground Rent of the plot @ 2.5% per annum of the total premium.	:
3	Documentation Charge	:	Rs. 45/-
Total		:

(.....)
Dy. Director (IL)

(Other terms and conditions are added as per approval of Competent Authority)

PERPETUAL LEASE

INSTITUTIONAL

THIS INDENTURE made this
 day of.....
 one thousand nine hundred and.....
 BETWEEN THE PRESIDENT OF INDIA (hereinafter called "the Lessor") of the one
 part and.....through its
 President/Secretary, Shri/Smt.....

;.....registered under
 the Societies Registration Act.....and having its registered office
 at.....
 (hereinafter called "the Lessee") of the other part.

WHEREAS THE LESSEE HAS applied to the Lessor for the grant of a perpetual
 lease of nazul land and the Lessor has on the faith of the statements and the representation
 made by the Lessee agreed to demise the plot of nazul land hereinafter described and in
 the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that in consideration of the Lessee having
 paid to the Lessor Rs..... (Rs.....
 only)

towards premium before the execution of these presents (the receipt whereof the Lessor
 hereby acknowledges) and of 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 nazul land containing by admeasurement an area of.....
 or there about situate at.....

which nazul land is more particular 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.....day of.....
 one thousands nine hundred and YIELDING AND PAYING
 therefore the yearly rent payable in advance of Rs.....
 (Rupees.....only) upto the.....
 day of.....one thousand nine hundred and.....and there after

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@ of the premium the sum already paid and such other sum or sums hereafter to be paid towards premium under the covenants & conditions hereinafter contained or such other enhanced rent as may hereinafter be assessed under the covenants and condition hereinafter contained to be paid towards premium under the payments on the fifteenth day of January and 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.....(Rs.....only) from the date of commencement of this lease to the last mentioned date having been paid before the execut on of these presents.

Subject always to the exception; reservations, covenant and conditions hereinafter, contained, that is to say as follows ;—

I. The Lessor excepts and reserves unto himself all mines, minerals, coal, gold-washing, earth oils and quarries in or under the said land 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 said land 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 occassioned by the exercises of the rights hereby reserved or any of them.

II. The Lessee for himself, successor and assignees covenants with the Lessor in the manner following that is to say ;

(1) The Lessee shall pay within such time such additional sum or sums toward-
permium 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.....percent of the premium hereby reserved shall be calculated on the sum received towards premium by the Lessor before the execution of these presents and such additional sum or sums payable towards premium as provided herein from..... day of.....one thousand nine hundred.....

(2) The Lessee shall pay unto 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 Master Plan for Delhi and the Zonal Development Plans nor alter the size of the said land whether by sub-division amalgamation or otherwise.

(4) The Lessee shall, within a period of two year from the..... days of.....one thousands nine hundred and..... (and the time so specified shall be of the essence of the contract) after obtaining sanction to the building plan, with necessary designs, plans and specifica-

On re-entry 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 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
- (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 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 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 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 there under and any modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this Clause.

VII. All notices, orders, directions, consents, or approvals to be given under this Lease shall be in writing and shall be signed by such officers as may be authorised by the Lt. 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 or any person claiming any right to the said land if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said land 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 Lessee or such person.

VIII. All powers exercisable by the Lessor under this lease may be exercised by the Lt. Governor. The Lessor may also authorise any other officer or officers to exercise all or any powers exercisable by him under this Lease.

(b) The Lt. 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 sub-clause(a) above.

IX. In this Lease the expression "The Lt. Governor" means the Lt. 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 Lt. 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 Lt. Governor under the Lease.

X. The expression 'the Lessor' herein before used shall where the context so admits include his successors and assigns, and the expressions "the Lessee" hereinbefore used shall mean the.....

.....

XI. 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 hereunto set his hand and the common seal of the Lessee has hereunto been affixed the day and year first above written.

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land and complete in a substantial and workmanlike manner a building for.....
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 ted 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 precentage 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.

(7) Whenever the title of the Lessee in the said land is transferred in any manner whatsoever, the transferee shall be bound by all the covenants and conditions contained herein and be answerable in all respects therefore.

(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

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copies of the document(s) evidencing the transfer or devolu-

(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 imposed upon the said land hereby demised or on any building 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 said land hereby demised or any of them shall be recoverable in the same manner as arrears of land revenue.

(11) The lessee 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.

(12) The lessee 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 land.

(13) The Lessee shall not without the written consent of the Lessor carry on, or permit to be carried on, on the said land 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..... or do or suffer to be done therein any act, or thing whatsoever which in the opinion of the Lessor may be nuisance, annoyance or disturbance to the Lessor and persons living in neighbourhood.

PROVIDED that if the Lessee is desirous of using the said land or the building thereon for a purpose other than that of the Lessor may allow such charge of user on such terms and conditions including payment of additional premium and additional yearly rent as the Lessor may in his absolute discretion determine.

(14) The Lessee shall at all reasonable times grant access to the said laad to the Lt. Governor for being satisfied that the covenants and conditions herein contained have been and are being complied with.

(15) The Lessee shall on the determination of this Lease peaceably yield up the said land and the buildings thereon upon 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 has been obtained by suppression of any fact or by any mis-statement, mis-representation or fraud or if there shall have been, in the opinion of the Lessor, whose decision shall be final, any breach by the lessee by or any person claiming through or under it, or of any of the covenants of 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 said land hereby demised and the buildings

Signed by Shri.....

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 the.....

(Lessee) is hereby affixed in the presence of

Shri.....

(Name and designation) in pursusnce of bye-law

No.....

(Lessee)/Resolution No.

dt, the..... of the managing Committee of the

(Lessee) and the said(a)

Shri.....

(1) Shri

(2) Shri.....

SEAL

SEAL

(THE SCHEDULE ABOVE REFERRED TO)

North

South.....

East.....

West.....