

PERPETUAL LEASE

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THIS INDENTURE MADE THE 31st day of March, 1994 between the President of India (hereinafter called the lessor of one part) and India International Centre, New Delhi (Registered under the Societies Registration Act XXI of 1860), (hereinafter called the Lessee of the other part.)

*[Handwritten signatures]*

WHEREAS the Lessor has agreed to demise the plot of Nazul land hereinafter described to the Lessee in the manner hereinafter appearing

NOW THIS INDENTURE WITNESSETH that in consideration of the premium of Rs.1,68,840/- (Rupees one lakh sixty eight thousand eight hundred and forty only) paid 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 land containing by admeasurement 4.69 acres or thereabouts situated at Lodi Estate in the site acquired for the erection of the New Capital of Delhi which said plot of land is more particularly described in the schedule here under written and with the boundaries thereof has for greater clearness been delineated on the plan annexed to those presents and thereon coloured red TOGETHER with all rights easements and appurtenances whatsoever to the said plot of land belonging or appertaining TO HOLD the premises hereby demised unto the Lessee in perpetuity from the 28th day of January 1960 YIELDING AND PAYING herefor the yearly rent payable in advance of Rs.8,442/- (Rupees eight thousand four hundred and forty two only).

*[Handwritten signatures]*

OR SUCH OTHER SUM 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 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 or such officer as may be authorised by him on his behalf (hereinafter referred to as the said officer) for this purpose from time to time the first of such payments to be made on the fifteenth day of July 1960.

Subject always to the exceptions, reservations, conditions and covenants hereinafter contained...  
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NINE thousand eight hundred and forty two  
SIXTY three

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1. The Lessor accepts and reserves unto himself all mines, minerals, coals, goldwashing, earth oils, stone, gravel and quarries in or under the said land, and full right and power at all times to enter on the said demised premises and 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 on 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 all the rights hereby reserved or any of them.

*Ab...*  
*Am...*

II. It is hereby agreed that the licence fee for the period from the 28th day of January 1960 to the 14.1.1993 paid to the Lessor in terms of the Agreement for Lease dated 22.4.1960 and executed between the parties herein shall be deemed to have been paid as ground rent payable hereunder for the said period.

III. The Lessee for itself, its successors, executors, administrators and assigns convenient with the Lessor in the manner following (that is to say) :-

(1) The Lessee shall pay unto the Lessor the yearly rent thereby reserved on the days and in the manner hereinbefore appointed without any deduction.

(2) 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 continuation of this lease be assessed, charged or imposed upon the premises hereby demised or on any building to be erected thereupon or on the Land Lord or Tenant in respect thereof.

*Ab...*  
*Am...*

(3.) All arrears of rent and other payments due in respect of the premises hereby demised shall be recoverable in the same manner as arrears of Land revenue under the provisions of the Punjab Land Revenue Act, XVII of 1887, and any amending Act for the time being in force.

(4.) The Lessee shall in all respects comply with and be bound by the conditions, covenants and terms of the Agreement for Lease...

*Am...*

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(5) The Lessee shall not without the previous consent in writing of the Lessor or of such officers or body as the Lessor or the said officer may authorise in this behalf, make any alterations in or additions to the buildings erected on the said demised premises so as to affect any of the architectural or structural features thereof or erect or suffer to be erected on any part of the said demised premises any buildings other than and except the buildings erected thereon at the date of these presents.

*Sh. ...*  
*Amrindran*

(6) The Lessee shall not without the written consent of the said officer construct any well of any description, or instal any private system of supplying Water whether for irrigation or for drinking.

(7.) The trees if any standing on the plot shall remain as Government property and shall not be removed or otherwise disposed off without obtaining the prior permission of the said officer.

(8.) The Lessee will not without such consent as aforesaid carry on or permit to be carried on, on the said premises any trade or business whatsoever or use the same or permit the same to be used for any purpose other than the ~~bonafide uses of the~~ ~~Indra International Centre~~ or do or suffer to be done thereon any act or thing whatsoever which in the opinion of the said officer may be an annoyance or disturbance to the Lessor or to his tenants or the occupiers of any other property in the neighbourhood.

*Sh. ...*  
*Amrindran*

(9.) The Lessee shall not construct on demised land any residential accommodation excepting that for a caretaker or a chowkidar, the area of which will be fixed by the President in his absolute discretion, but shall not exceed 34 sq. mtrs. or 365 sq. ft. for Chowkidar's Residence or 55.75 sq. mtrs. or 600 sq. ft. for Caretaker's Residence.

(10.) Any servants quarters constructed by the Lessee shall not without the written permission of the said officer be occupied or permitted to be occupied otherwise than by the bonafide

(11) No portion of the building ... shall be let out by the Lessor without ...

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(12.)

It is clearly understood and the lessee undertakes that the lessee shall not be entitled to rent out or sublet or in any manner part with the possession of the building so erected without prior written permission of the lessor provided that if any breach of such undertaking is discovered by the President even after the execution of the lease the lessee shall be liable to pay the penalty to the lessor by way of compensation for such contravention notwithstanding the execution of the lease deed. The amount or the terms of such penalty by way of compensation shall be fixed by the Lessor and the same shall be binding on the Lessee.

*Shri*  
*Arundhan*

(13.)

The Lessee will not, without the written consent of the Lessor or duly authorised officer or body as aforesaid, make any excavation in the premises hereby demised and will at all times during the continuance of this lease maintain the premises and all buildings thereon in a sanitary condition to the satisfaction of the Lessor or duly authorised officer or body as aforesaid.

(14.)

The Lessee will at all times during the continuance of this Lease keep the building erected on the said land in a good and substantial stage of repair to the satisfaction of the Lessor or duly authorised officer or body as aforesaid.

(15.)

That all persons acting under the orders of the Lessor shall be at liberty at all reasonable times in the day time during the terms of the lease to enter upon the said land or any building that may be erected thereon to satisfy themselves that the covenants of the Lease are being honoured by it in all respects whatsoever and for any other purpose connected with the lease.

*Shri*  
*Arundhan*

(16.)

The Lessee will manage the building to the satisfaction of the Lessor or the said officer and will at all reasonable times grant access to the demised premises to such officers as the Lessor or the said officer may designate for the purpose of inspecting the building and the general scheme and arrangements therefor

(17.)

In the event of floor space constructed by the India International Centre on the allotted plot becoming in excess of the

*Shri*  
*Arundhan*

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*Arundhan*

to take it on hire on the said basis.

(18.)

*Handwritten signature*  
*Quintanilla*

<sup>Allottee</sup>  
The Lessee shall not be entitled to sub-divide the demised premises or transfer by sale, mortgage, gift or otherwise the said premises or building erected thereon or any part thereof without obtaining the prior approval in writing of the Lessor or such officer or body as the Lessor may authorise in this behalf and all transferees shall be bound by all the covenants and conditions herein contained and be answerable in all respect therefor : PROVIDED also that the Lessor shall be entitled to claim and recover a share of unearned increase i.e. the difference between the market value of the demised premises at the time of assignment, transfer, mortgage or sub-lease made for the first time after the grant of the lease and the premium already paid; or the difference between the market value of the said premises at the time of every subsequent assignment, transfer, mortgage or sub-lease and the market value thereof prevailing at the time of the immediately preceding assignment, transfer or sub-lease, the decision of the Lessor in this behalf shall be final at the time of transfer, whether the assignment, transfer, mortgage or sub-lease is of the entire site or only a part thereof. The amount to be recovered by way of the Lessor's share of the unearned increase will be such as may be specified in such sanction PROVIDED further that in case the transfer is made in favour of a person or institution which is not entitled to the same concessional allotment as the Lessee then the Lessor shall be entitled to claim hundred percent of the unearned increase:

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*Quintanilla*

PROVIDED also the Lessor shall have a pre-emptive right to purchase the demised premises after deducting the amount of the unearned increase as aforesaid.

(19.)

The said lessee will not alter, amend or in any other way modify the registered Articles and Memorandum of Association or rules and regulations etc., (by whatever name the Constitution of the institution is called) without first obtaining the approval of the said Council to the proposed alterations, amendments or modifications.

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(20.) The premises fall under the jurisdiction of New Delhi Municipa Committee.

*Handwritten signature*  
*Quintanilla*

(21.) Notwithstanding any thing contained in Clause III(18) hereof in the event of the dissolution of the India International Centre, the lessee herein, the premises hereby demised with building thereon shall be transferred with the prior approval of the Lessor to an institution having aims and objects similar to that of the said Lessee failing which it will revert to the Government of India without payment of any compensation whatsoever.

IV. If there shall at any time have been in the opinion of the Lessor or such officer as may be authorised to act on his behalf, whose decision shall be final, any breach by the Lessee or by any person claiming through or under him of any of the covenants or conditions contained in sub-clause(5) and (13) of Clause III and if the lessee shall neglect or fail to remedy any such breach to the satisfaction of the said officer within seven days from the receipt of a Notice signed by the said officer requiring him to remedy such breach, it shall be lawful for the officers and workmen, acting under the authority and direction of the said officer to enter upon the premises hereby demised and (a) to remove or demolish any alterations in or additions to the buildings erected on the said premises (b) to remove or demolish any building erected on the said premises without the previous consent in writing of the said officer or duly authorised officer as aforesaid (c) to fill any excavation or carry out any repairs that may be necessary and all such moneys and expenses as may be laid out and incurred by the said officer or by his order shall be paid by the said lessee: and it is hereby expressly declared that the liberty herein before given is not to prejudice in any way the power given to the President of India by Clauses V and VII hereof.

*Handwritten signature*  
*V. Rau*  
*Quintanilla*

If the yearly rent hereby reserved or any part thereof shall at any time be in arrear and remain unpaid for one calender 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 there shall have been in the opinion of the Lessor or such officer as may be authorised by him in this behalf whose decision shall be final, any breach by the Lessee or by any person claiming through or under him of any of the covenants or conditions herebefore contained and on the part of the Lessee to be observed or performed or if it shall be proved to the