

LAND ACQUISITION & DEVELOPMENT SCHEME

FORM-III

LEASE-DEED

(form of lease deed to be used when plot is leased out to individuals/housing co-operative societies or individual members of such societies or commercial and residential plots.)

This indenture is made Day of
Between the chhattisgarh housing board (a body corporate under the c.g. griha nirman mandal adhiniyam 1972) raipur acting through its housing commissioner here in after calles the “lessor” which expression shall, where the contents so admit include in any contend who so ever is successors in office on one part and **SHRI/SMT..... About Age Year’s ADDRESS OF** (here in after called the “lessee” which expression shall, where the contents so admit, include his he executers, administrators and assignees) on the other part.

Witnessed that in consideration of Rs, (Rs.) as premium of the land including development charges the receipt whereof the lessor here by acknowledges and of the lease rent hereinafter reserved and of the covenants on the part of the lessee hereinafter contained, the lessor here by demises to the lessee all that piece of land containing by AD MEASUREMENT SQM OR SQFT EXTRA LAND SITUATED BESIDE, P.H. NO.-....., PART OF KHASRA NO.-..... tehsil and district- **Raipur** are particularly described in the schedule as hereunder and for greater clearness delineated on the plan hereunto annexed and thereon colored green (hereafter referred to as the said land) to hold the same for a term of 30 years commencing from the 1st day of and ending on the last day of (hereinafter referred to as the said term)

SUBJECT TO THE TERMS & CONDITIONS HEREINAFTER APPEARING:-

1. That lessee shall at his own cost undertake construction work according to plan and specification approved by the lessor within a period of one year from the date of commencement of this lease or the date of receipt of physical possession of the premises whichever is later, and **construction should be completed within 1 year from so that.** The construction should be according to the design of the plan to be approved by the lessor or any such persons as the lessor may appoint for the purpose. In case of breach of this covenant by the lessee, **the lessor shall either re-enter the demised premises and determine the lease or recover fine extending to Rs 500.00 (Rs. Five hundred)** per year from the date of default till the date of completion of construction.

2. The building effected on such land shall be used primarily by the lessee from he own dwelling or he may give the building on rent on such period which may be agreed to by him and his prospective tenants. He shall also be liable the pay the **Ground Rent Of The Plot @ Rs. 9.00/- For Per Sqmt.** Per annum and to ask he tenant to pay in addition to the rent. The municipal taxes payable in respect of the building. The lessee shall permit the lessor or any person appointed by him to inspect the said land and building standing here on and shall also furnish any report on account relating to the use of land or building and their development on construction etc. where required to do so.

3. The lessee shall pay the yearly ground rent of **Rs. (Rs.)** only on or before the 1st day of in each year in the office of the estate officer C.G, Housing Board Raipur the first of such payment to be made on the 1st **day of**

4. A provided along that the lessee pays yearly ground rent on **11 (Eleven)** year's in lump sum at any time during the period of lease, it shall be demand to be full payments of the yearly ground rent up to the end of the term here by granted and the lessee shall not thereafter be liable to pay any further ground rent.

5. The lessee shall, from time to time and at all times during the said term, pay and discharge all taxes, rates, charges and assessments of every description which are not or may at any time here in after during the said term be assessed, charged or imposed upon the said land here by demised or the building to be erected there upon land lord tenant in respect thereof.

6. The lessee shall not make any excavation upon any part of said land or remold any stones, sand gravel clay, or earth there from, except for the purpose of forming to foundation of building or for the purpose of executive any work pursuant to the terms this lease.

7. No erection, or re-erection, alteration shall be made in any building or part the of on the said land except in accordance with the sanction of the Municipal Corporation Raipur its building regulation and in conformity with the plans and specification, to approved by the **DIRECTOR Town Planner, Raipur/ C.G. Housing Board Raipur** as the case may be.

8. The lessee shall during the term repair (which expression shall include the used and necessary annual internal and external color and white washing), pave, cleanse as keep in good order and conditions to the satisfaction of the lessor or such person as may appoint for the purpose, the said land, buildings, drains, compound wall, fence as other construction there on.

9. The lessee shall permit the lessor or a person appointed by him at all reasonable time of the day to enter into and upon the said land and to inspect the state of repaid there of and it upon such inspection it shall appeal that repairs, are necessary the lessee may direct the lessee to execute the them at the expense of the lessee and if he fails to payable amount of such expenses within the time fixed by him, the same shall be recovered from the lessee in the same manner as arrears of land revenue.

10. The lessee shall permit the lessor or any person appointed by him or any served or contractor of the **Municipal Corporation, Raipur and C.G. Electricity Board Raipur** to enter into and upon the said land with such workman as may be necessary for the purpose of laying repairing or replacing a water pipe line or an electric supply connection for house to these service line laid in the premises.

11. The lessee shall not construct on the said land any public religious or a private religious building open to public use or allow the said land to be used for such a purpose.

12. The lessee shall not disturb, or build over or otherwise deal or interfere with a of the service lines referred to in clause **11 (Eleven)** without permission in writing the authority which laid the service.

13. The lessee shall no disturb, over or otherwise deal with so as impair their until without previous permission of the lessor, survey marks in the site plan existing on said land which are for clearness shown on the site plan here to annexed and which specified in schedule here under written.

14. The assignment or transfer of the said land is not permissible for a period of **05 year's** from the date of possession of property.

15. The lessee shall not assign, transfer or part with the possession of the said land as to cause any division therein or otherwise to alter the nature of the premise.

16. The lessee shall not without the previous permission in writing of the lessor, us or allow to used the said land for a purpose other than as a dwelling house.

17. The lessee shall within one month of the assignment or transfer of the said land deliver a notice of such assignment or transfer to the lessor sating forth the names are description and other particular of the parties to every such assignment or transfer.

18. The lessor hereby convents that the lessee paying the rent hereby reserved are performing and observing the condition herein contained shall peaceably hold are enjoy the said land during the said term without any interruption or disturbance by the lessor or any person lawfully claiming under him.

Provided that if the of any part therefore shall at any time be in arrears and unpaid for one celender month nest after the thereon the same shall have bed demanded or not as also upon the breach or non observance by the lessee of any of the conditions here with standing the waiver of any previous cause or right of re-entry enter upon the said land and repossess it as if this demise had not been made the lessee such case being entitled within three calendar months from the date of such re-entry remove all buildings and fixtures, which at any time during the currency of the demised shall have been erected by him upon the said land, should the lessee fail to comply wise such requisition within the period so fixed the buildings and construction the said land shall lapse to the lessor.

Provided further that when any cause or right of re-entry arise under the foregoing provision, it shall be lawful for the lessor, as the consideration for non-exercise of the power of re-entry to receive from the lessee a sum of money which the lessee may be from time to time and if the lessee fails to pay such sum within the time fixed by the a recover the sum in the same manner as an arrear of land revenue or exercise the right of re-entry under the foregoing provision,

Provided also that when any cause or right of re-entry arises under the fire provision upon the breach or non-observance of the condition in respect of erection, re erection, alteration, it shall be lawful for the lessor to ask the lessee to demolish or alter the unauthorized construction as he may deem proper, within a period of three months at a consideration for the exercise of the power of re-entry or receiving a sum as money as provided above.

19. The lessor further conveys that he will at the end of the term hereby granted and so on from time to time there after at the end each successive further term of the thirty years as shall be granted at the request and cost of the lessee execute to him renewed lease of the said land for term of (30) thirty years.

Provided that the ground rent may be enhanced for the grant of every renewed lease and that every renewed lease shall contain such of the conditions here in contained as shall be applicable and such other conditions as may be through by the lessor fit for the future.

Provided further that the decision of the lessor about the rent to be fixed and the condition to be imposed at each successive renewal shall be final.

20. The decision of the lessor or any person he may appoint in this behalf of an question which may arise concerning and alleged breach of any of the foregoing clause shall be final.

SCHEDULE

EXTRA LAND SITUATED BESIDE, AT
..... P.H. NO.-....., PART OF
KHASRA NO.-..... (Locality or description) **Raipur** in
Raipur Tehsil of Raipur District. Measurement Sqm. Or
..... Sqft.

(A) DIMENSION

Northern Side - **Mtr.**
Southern Side - **Mtr.**
Eastern Side - **Mtr.**
Western Side - **Mtr.**

(B) BOUNDARIES

On the N by -
On the S by -
On the E by -
On the W by -

In witnesses where of the parties here to have signed this **Lease Deed** on the day, month and year here in above.

WITNESSES :-

1.

(SIGNATURE OF THE LESSOR)

2.

WITNESSES :-

1.

(SIGNATURE OF THE LESSEE)

2.