

**SELF FINANCING SCHEME**  
**LEASE - DEED**

This INDENTURE is Made This .....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 called The "lessor" which expression shall, where the contents so admit Include in any context who so ever is successors in office) **First part.**

And **SMT./SHRI** ..... Aged About ..... Year's **ADDRESS OF** ..... (Here in after called the "lessee" which expression shall, where the contents so admit, include His heirs, executors, administrators and assignees) of the **Second part.**

**WITNESSED** that is consideration of the payment of **Rs.** ..... (**Rs.** .....) as premium of the land including development charges, the receipt where of the lessor hereby acknowledges and of the lease rent here in after reserves and of the covenants on the part of the lessee here in after contained, the lessor hereby demises to the lessee all that piece of land containing by **ADMEASUREMENT** ..... **Mtr. OR** ..... **Sqft** there about situated at **HOUSE NO.** ..... **FOR** ..... **AWAS YOJNA AT** ..... **P.H. NO.-**..... **PART OF KHASRA NO.-**..... more particularly described in the Schedule as here under and for greater clearness delineated on the plan here to annexed and there on colored **Black** (here after referred to as the said land) to hold the same for a term of 30 years commencing from the **1<sup>st</sup> day of** ..... and ending on the Last day of ..... (Here in after referred to as the said term)

**SUBJECT TO THE TERMS & CONDITIONS HEREIN AFTER APPEARING:-**

1. That lessee shall pay the yearly ground rent of **Rs. ....( Rupees One .....**) on or before the first day of ..... in each year in the office of the **ESTATE OFFICER CHHATTISGARH HOUSING BOARD RAIPUR** the first of such payment to be made on the first day of .....  
1.A. Provided along that the lessee pays yearly ground rent of **11 (Eleven)** years in lump sum at any time during the period of lease, it shall be deemed to be full payments of the yearly ground rent up to the end of the term hereby granted and the lessee shall not thereafter be liable to pay any further ground rent.
2. The lessee shall, permit the lessor or any person appointed by him to inspect the said land and building standing hereon and shall also furnish any report on account relating to the use of land or building and their development on construction etc. when required to do so.
3. 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 now or may at any time hereinafter during the said term be assessed, charged or imposed upon the said land hereby demised or the building to be erected thereupon land lord or tenant in respect there of.
4. The lessee shall not make any excavation upon any part of the said land or remove any stones, sand gravel clay, or earth there from, except for the purpose of forming the foundation of building or for the purpose of executive any work pursuant to the terms of this lease.
5. No erection, or re-erection, alteration shall be made in any building or part thereof on the said land except in accordance with the sanction of the Municipal Corporation, Raipur its building regulations and in conformity with the plans and specification, to be approved by the **Director/Town Planner, Raipur/ C.G. Housing Board Raipur** as the case may be.
6. The lessee shall during the term repair (which expression shall include the usual and necessary annual internal and external color and white washing), pave, cleanse and keep in good order and conditions to the satisfaction of the lessor or such person as he may appoint for the purpose, the said land, buildings, drains, compound wall, fence and other construction thereon.
7. The lessee shall permit the lessor or a person appointed by him at all reasonable times of the day to enter into and upon the said land and to inspect the state of repairs thereof and it upon such inspection it shall appeal that repairs, are necessary the lessor may direct the lessee to execute the repairs and upon his failure to do so, within a period of three months, to execute them at the expense of the lessee and if he fails to pay the amount of such expenses within the time fixed by him, the same shall be recoverable from the lessee in the same manner as arrears of land revenue.

8. The lessee shall permit the lessor or any person appointed by him or any servant 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 line and for any work connected there with as also for the purpose of making any connection for house to these service lines laid in the premises.
9. 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.
10. The lessee shall not disturb, or build over or otherwise deal or interfere with any of the service lines referred to in clause **8 (Eight)** without permission in writing of the authority which laid the service.
11. The lessee shall no disturb, over or otherwise deal with so as impair their utility without previous permission of the lessor, survey marks in the site plan existing on the said land which are for clearness shown on the site plan hereto annexed and which are specified in schedule here under written.
12. The assignment or transfer of the said land is not permissible for a period of **One year's** form the date of possession of property.
13. The lessee shall not assign, transfer or part with the possession of the said land so as to cause any division therein or otherwise to alter the nature of the premise.
14. The lessee shall not without the previous permission in writing of the lessor, use or allow to used the said land for a purpose other than as a dwelling house.
15. 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 satting forth the names and description and other particular of the parties to every such assignment or transfer.
16. The lessor hereby convents that the lessee paying the rent hereby reserved and performing and observing the conditions herein contained shall peaceably hold and 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 rent of any part therefore shall at any time be in arrears and unpaid for one calendar month next after the date thereon the same shall have been demanded or not as also upon the breach or non observance by the lessee of any of the conditions herewith 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 in such case being entitled within three Calendar months from the date of such re-entry to remove all buildings and fixtures, which at any time during the currency of the demise shall have been erected by him upon the said land, should the lessee fail to comply with 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 to recover the sum in the same manner as an arrear of land revenue of exercise the right of re-entry under the foregoing provision.

Provided also that when any cause or right of re-entry arises under the first provision upon the breach or non-observance of the conditions 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 as a consideration for the exercise of the power of re-entry instead of receiving a sum of money as provided above.

- 17.** The lessor further covenants that he will at the end of the term hereby granted and so on from time to time thereafter at the end of each successive further term of the thirty years as shall be granted at the request and cost of the lessee execute to him a 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 thought by the lessor fit for the future.

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

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

# SCHEDULE

**House No.** ....., under the Self Financing Scheme on Building Constructed on ..... **House**, Situated at **FOR** ..... **AWAS YOJNA AT KOHKA TILDA P.H. NO.-....., PART OF KHASRA NO.-.....**, With in The Town **Tilda** District **Raipur** Ad Measuring ..... Mtr. OR ..... SQFT.

**DIMENSIONS ARE MARKED ON BOUNDARIES:-**

<b>On the North by</b>	..... M		.....
<b>On the South by</b>	..... M		.....
<b>On the East by</b>	..... M		.....
<b>On the West by</b>	..... M		.....

In witnesses where of the parties here to have set their hands Signature in their own hands on the day and year mentioned here in-above.

**Date**.....

**WITNESSES :-**

1. **Sign**.....

**(SIGNATURE OF LESSOR)**

Estate Officer C.G.H.B.,  
Estate Management .....

2. **Sign**.....

**(SIGNATURE OF LESSEE)**