



**JAMMU DEVELOPMENT AUTHORITY
"LEASE DEED" OF "RESIDENTIAL" PLOT**



This is deed of lease is made at Jammu on the date:05/08/2020 between the Jammu Development Authority, constituted under the Jammu and Kashmir Development Act, 1970 (Hereinafter referred to as the 'Lessor' acting through its Vice-Chairman/Vice-Chairperson which expression shall unless thereby anything repugnant to the context mean and includes its successors, administrators, executors and official assignees) of one part and Smt Kirti D/O test R/o 64B Shastri Nagar (here in after) called the 'Lessee' which expression shall unless thereby anything repugnant to the context mean and include his heirs, legal representatives and successors in interest) of the other part.

Whereas, the Lessor through a notice on the first come first serve basis (Auction/Draw of Lots) invited applications for allotment of Plot No.45876 from the persons belonging to the section of the property location Sec-6 at Trikuta Nagar Housing Colony, Jammu and Kashmir

Whereas, the Lessee was entitled to allotment of a Plot No.45876 measuring 605.62 SFT Sec-6 at Trikuta Nagar Housing Colony of information supported by an affidavit supplied by him.

Whereas, consequently the Lessor has offered to lease out to the Lessee and the Lessee has agreed to obtain on lease a Plot of aforesaid size bearing size 605.62 SFT at Sec-6 in the aforesaid Housing Colony (hereinafter referred to as the premises and clearly delineated in the plan annexed hereto) on lease basis for the sole purpose of construction of a residential house on the terms and condition hereinafter appearing on payment of premium of RS (Rupees) as per clause 1 of the covenants of this agreement.

NOW, THIS lease deed witness that in consideration of the premium and the ground rent herein after reserved and of the covenants and conditions hereinafter contained on the part of the Lessee to be observed and performed, the Lessor hereby demises to the Lessee, the aforesaid premises to hold the same from the day of the execution of the lease deed for a term of 40 years (with option of renewal exercisable by the Lessor in his absolute discretion on such revised terms and condition and on such enhanced ground rent as may be prescribed by the Lessor) on payment of annual ground rent thereof during the said term of 40 years at the office of the Lessor at such other place as the Lessor may from time to time direct in this behalf

And the Lessee hereby covenants with the Lessor as follows:--

1. The Lessee has paid to the Lessor a premium of Rs. (Rupees) before execution of these presents.

2.The Lessee shall pay an annual ground rent of (Rupees) only in advance on 1st April each year. In the event of failure on the part of Lessee to pay the annual ground rent on the due date, he/she shall be liable to pay interest at the rate of 18% per annum plus 3% administrative charges on the amount due. The said rate of interest may, however be revised at any time by Lessor.

3.The Land shall be used solely and exclusively for the purpose of construction of residential house and for no other purpose and the Lessee shall erect thereon the building complete in all respects according to the plan and elevation approved by the Lessor within four years from the date of execution of this deed failing which the lease will be terminable at the option of the Lessor who may in case be decided not to do so impose appropriate penalty at not less than Rs.1000/ for every month or part thereof if the plot remains unconstructed after the expiry of four years.

4.The Lessee shall during the term of the lease, at all times maintain the amenities provided by the Lessor on or around the premises and the building erected thereon in good condition and in the event of destruction of the building by flood, fire or other natural calamity re-erect such building within a period of two years of such destruction failing which the condition laid down in the preceding clause shall apply unamended.

5.The Lessee shall not alter the size of the premises either by subdivision, amalgamation or otherwise

6.The LESSEE shall not sell, transfer, assign or otherwise part with the possession of the whole or any part of the residential plot 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 ordinarily, unless, in the opinion of the LESSOR, exceptional circumstances exist for the grant of such consent:PROVIDED FURTHER in the event of such 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 value (i.e. the difference between the premium paid and the market value) of the residential plot at the time of the sale, transfer, assignment or parting with 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.

7.Notwithstanding anything contained in this agreement, the Lessee may with the previous consent of the Lessor in writing mortgage the demised premises for the sole purpose of securing loan for construction of residential house on the demised premises in favour of such financial institutions as the Lessor may specify or agree to premises and building thereon.

8.In the event of failure of the Lessee to take possession of demised premises within the stipulated period, the lease may be terminated by the Lessor. The Lessor may however extend the said period of one month on such terms and conditions, on payment of watch and ward charges as he may deem fit.

9.The Lessee shall permit the Lessor or his agent to enter into and upon the demised premises and the building thereon at all reasonable times with a view to see that the conditions of deed are duly observed.

10.Upon the expiration of this lease or earlier termination thereof or on any account as provided in this deed, the Lessee shall deliver possession of the premises and the building erected thereon to the Lessor and in case he fails to do so, the Lessor shall have a right of re-entry upon the premises on payment of cost of the superstructure have a right of re-entry upon the premises on payment of cost of the superstructure only as may be determined in the manner hereinafter provided.

11.If the Lessor is required to pay any additional amount of the original owners of land in connection with the acquisition of land in the said Housing Colony consequent upon any decision of court, then in such an event the Lessee shall be liable to pay proportional premium.

Provided always that this lease shall be considered and constructed to have been granted upon the express condition that the Lessee shall be bound to observe and perform all the covenants and agreement herein contained and those which may here after be imposed and that in the event of any failure on the part of Lessee to observe and perform the conditions of this lease, the lease may be determined in the manner here in before provided.

Provided further that it shall be lawful for the Lessor in case he does not decide to determine the lease, on account of breach or any or some or all of the condition by the Lessee so far as it relates to the observance and performance of the covenants and agreement herein contained to impose of penalty of payment and such amount as he may think appropriate and adequate.

Provided further that all dues payable by the Lessee under this deed shall be recoverable as arrears of Land Revenue.

Provided also that the Lessor shall be at liberty to determine the lease during the currency of the lease, in case the demised premises is required for any public purpose and acquire the lease, the possession of the demised premises along with the building if any erected thereon on payment of compensation in the manner earlier specified. Any party aggrieved by the decision of the Lessor may prefer an appeal with in 90 days of the issue of the order to the Minister incharge of the Housing andUrban Development whose decision thereon shall be final and binding on the parties.

Provided also that—

(i).The annual ground rent herein reserved shall be subject to revision after the expiry of 10 years from the date of execution of this deed provided that the revised ground rent shall not exceed double the rate payable by the Lessee immediately before such revision.

(ii).If at any time it comes to the notice of the Lessor that the Lessee has obtained the allotment of the demised premises by misrepresentation or suppression of facts or fraud, the allotment shall stand forthwith cancelled and the Lessor may without

prejudice to any other remedy that may be available to him under any law for the time being in force forfeit the premium ground rent paid by the Lessee, demolish the structures raised on the demised premises and enter upon and take possession of the said building and in such an event the building shall vest in the Lessor

(iii).Any communication addressed to the Lessee by the Lessor shall be deemed to have been effectively served upon the former, if in addition to the modes prescribed under the Jammu and Kashmir Development Act, 1970, it is sent by registered post on the address furnished by the Lessee herein, unless any change thereof is duly communicated to the lessor, provided that after the expiry of four years during which period the building has to be raised on the demised premises all communications addressed there upon shall be deemed to have been effectively served on the Lessee.

(iv).That every dispute, difference, doubt or question or interpretation of any of the covenants herein specified which may at any time arise between the parties here to or any person claiming under relating to or arising out in respect of this deed or the subject matter thereof or the respective rights and liabilities of the parties here to, the same shall be referred to the arbitration for the time being in force in the State. The decision of the Arbitrator shall be final and binding on the parties.

All costs, charges and expenses incidental to the preparation and execution of this deed shall be borne and paid by the Lessee.

IN WITNESS WHERE OF parties hereto have signed this deed in token of the acceptance and agreement of performance of the terms and conditions and covenants thereof mutually obliging each other in presence of the witnesses, by way of execution of these presents :-

**Signed for and on behalf of
The Lessor by:**

Shri Ashok Parmar
Vice chairman
JDA

Lessor

Witness

M.K Raina
Collector
JDA

Witness

**Signed for and behalf
of the Lessor By:-**

Shri Vinod Kumar Sabharwal
H.No331 rohan colony
Jammu

Lessor

In presence of witness

Gulam

demo

test

Witness