

## LEASE DEED

This indenture made on the day of \_\_\_\_\_ two thousand between the Municipal Corporation Shimla hereinafter called the Lessor of first part and Sh./Smt./Messers \_\_\_\_\_

thereafter called the lessor of 2nd part.

AND WHEREAS this DEED WITNESSETH that for purpose of carrying into effect the said lease hereinafter contained and the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) i.e. full amount of the bid amount/under the self financing scheme within the stipulated period has been paid as per the terms and conditions of the allotment letter by the Lessee.

And of the proportionate rent/lease money of land hereinafter reserved and of the covenants on the part of the lessee hereinafter contained, the lessor both hereby demise upto the lessee all rights of commercial shop No. \_\_\_\_\_ in Pt. Padam Dev Shopping Complex Phase-I, The Ridge Shimla containing by measuring area \_\_\_\_\_ ( ) Sqmtr.(Sqfeet) as shown in Red ink in the plan annexed herewith together with all rights of shop belonging or pertaining to hold the premises hereby demise unto the lessee for 99 years from the date of allotment letter and thereafter to hold the same for such further period and on such terms and conditions as the lessor may decide and YEILDING AND PAYING therefore yearly rent/lease money per unit/shop at the rate of Rs. 800/- per annum of the land for the first 33 years of this lease Rs.1200/- per annum for the next 33 years and Rs. 2000/- per annum for the remaining 33 years as fixed by the Municipal Corporation, Shimla. The rent/lease money shall start accruing from the date of issue of possession letter i.e. \_\_\_\_\_ and shall become due on the first anniversary of the date of possession letter and be payable by the 10th of the following month subject always to the exception, reservation, covenants and conditions hereinafter contained, that is to say as follows:-

1. The lessor accepts and reserves into himself all rights and powers at all time to do all acts and things which may be necessary or expedient to the purpose of working for providing any supports for the surface of building.

2. The lessee for himself, heirs, executors and administrators and assign covenants with the lessor in the following manner, that is to say:-

(i) The lessee shall pay without demand upto the lessor the yearly rent/lease money hereby reserved within the time herein-before appointed and in the manner laid down by the Municipal Corporation, Shimla.

(ii) The lessee shall not transfer or assign his rights of the shop upto 3 years without the prior consent of Municipal Corporation, Shimla. Such permission shall not be given until the lessee has paid rent/lease money due under the lease upto date and the proposed transferee undertakes to pay the rent/lease money in respect of this lease, provided further the lessee pays 25% of the bid amount at the time of auction to the lessor as transfer charges before registering such transfer/sale provided in the event of consent being given by the lessor, the same shall be in the following terms:-

(a) That the transfer of shop with in the blood relation shall be allowed to a member of the family on payment of Rs. 10,000/- (Rs. ten thousand only) as transfer charges. The family would include , wife or husband, as the case may be, father, mother or dependent son/daughter.

(b) That the lessee shall not be entitled to transfer/mortgage or otherwise dispose off the property without obtaining written permission of the Commissioner, Municipal Corporation Shimla who may refuse such. Permission on its absolute discretion. If the permission is granted, the lessee shall pay to the M.C. Shimla 50% unearned increase which may be determined by the Commissioner M.C. Shimla from time to time and shall not be 25% of the final cost.

(c) The Shop shall not be used for any purpose other than specified and Lessee shall not be entitled to sub-divide, amalgamate or to make any structural addition, alteration without prior permission of the Commissioner M.C. Shimla, failing which allotment shall be liable to be cancelled and ownership resumed the Municipal Corporation.

3. The lessor's right to the recovery of 25% bid amount and the pre-emptive right to purchase the property as mentioned herein-before shall apply to an involuntary sale or transfer whether it be by or through an executing or insolvency court.

4. Whenever the title of the lessee in the shop is transferred in any manner whatsoever the transfer shall be bound by all the covenants and conditions contains herein and be answerable in all respect therefore.
5. Whenever the title of the Lessee in the shop is transferred in any manner whatsoever the transfer or and the transfer shall within one month of transfer, give notice of such transfer in writing to the lessor. In the event of death of lessee, the person on whom the title of deceased devolves shall, within one month of the devolution give notice of such devolution to the Lessor. The transfer or the person on whom the title devolves, as the case may be, shall supply the lessor certified copies of the documents evidencing the transfer or devolution.
6. The lessee shall from time to time and at all times pay and discharge all rates taxes, charges and assessments of every description which may at any time hereafter during the continuance of this lease be assessed, charged or imposed upon the shop hereby demised.
7. All arrears of rent/lease money and other payments due in respect of the shop thereby demised shall be recoverable in the manner of land revenue or under the H.P. Public Premises(Eviction and Recovery of rent) Act.
8. The lessee shall in all respect comply with and be bound by rules made by the Shimla Municipal Corporation and as ammended from time to time.
9. The lessee shall not without the sanction or permission in writing of the lessor make any alteration or addition in the shop.
10. The lessee/lessees shall use the premises hereby leased for the purpose of and for no other purpose. In case of change of business he/she shall inform the lessor in writing within one month.
11. The lessee shall not without the written consent of the lessor carry on or permit to be carried on, in the shop by trade or business whatsoever or use the same or permit the same to be used for any purpose other than that mentioned in the lease deed or do or suffer to be done there in any manner whatsoever which is in the opinion of the lessor may be a nuisance, announyance or disturbance to the lessor or persons living in the neighbourhood.

12. The lessee at all reasonable time grant access to the shop to the Commissioner/ Assistant Commissioner/ Superintendent Estate or other authorised employee for being satisfied that the covenants and conditions contained herein has been and are being complied with.

13. If the yearly rent/lease money hereby reserved or any part thereof shall at any time be in arrears and unpaid within the period herein before mentioned, the lessee shall be liable to pay an interest of 18% on the amount due which may be imposed and recovered as per clause 7 above.

14. If it is discovered that this lease has been obtained by suppression of any fact or by any mis-statement, mis-representation of fraud or there shall have been in the opinion of the lessor whose decision shall be final, any breach by the lessee or by any person claiming through or under him any of the covenants or conditions contained herein and on his part to be observed or performed, then and any such case it shall be lawfull for the lessor, notwithstanding the waive of any previous cause or right for re-entry upon the shop hereby demised so re-enter upon and to take possession of the shop and the fixtures therein and every thing herein contained shall, cease and determined and the lessor shall not be entitled to any compensation whatsoever nor to the return of any bid/lease amount paid by him.

15. Provided that notwithstanding any thing contained herein to the contrary the lessor may without prejudice to his right or re-entry as aforesaid and in his absolute discretion, waive or condon breaches, temporarily or otherwise on receipt of such amount and on such terms and conditions as may be determined by him.

16. No forfeiture or re-entry shall be effected untill the lessor has served a notice in writing to the lessee:-

a) Specifying the particular breach complained of and;

b) If the breach is capable of remedy requiring the lessee to remedy 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.

17. Any dispute arising out of the transactions regarding the allotment, rent/lease, possession etc. the same shall be determined by the arbitrator appointed by the State Govt. The decision of the arbitrator shall be final.

18. All notices, orders, directions, consents or approvals to be given under this lease shall be in writing and shall be signed by such officer/employee as may be authorised by the Commissioner Municipal Corporation and shall be considered as duly served upon the lessee or any person claiming any right to the shop/premises if the same have been delivered or sent by post at the then residence, office or place of business or at last known residence, office or place of business of the lessee or such person.

19. All powers exercisable by the lessor under this lease may be exercised by the Commissioner, Municipal Corporation. The lessor may also authorise any other officer to exercise all or any of the powers excisable by him under this lease.

20. All the common areas/verandahs, stairs, open spaces, parking or toilets public amenities, shall be the property of Municipal Corporation which reserves the right to use such spaces for any other purposes at its discretion as and when required. However the charges towards their amenities shall be borne by the lessee/lessees itself so fixed by the M.C. Shimla and this incidence shall be payable in advance by 30th April every year. M.C. Shimla is required to maintain these services. If, however, the lessees themselves into a welfare association, areas may be maintained by themselves.

21. If any damage is caused to the shop mentioned herein-above due to natural calamity or for any other reason not attributable to the Municipal Corporation, the Municipal Corporation will not be responsible for the same and it will be the responsibility of the Lessee to repair the damage at his/her risk and cost.

22. In this lease the expression Commissioner for the time being, or in case his designation is changed, the officer who for the time being is instructed whether or not in addition to other functions, with the functions, similar to those of the Commissioner by whatsoever designation such officer may be called. The said expression shall further include such office as may be designated by the lessor/Govt. to perform the function of the Commissioner under this clause.

23. The expression "THE LESSOR" and "THE LESSEE" herein before used shall where the context so admits, include in the case of the lessor his successors and assigns and in the case of the "Lessee" his heirs, executors, Administrators or legal representatives and the person or persons in whom the lease hold interest hereby created shall for the time being be vested by assignment or otherwise.

24. The lease granted under the H.P. Municipal Corporation Act as ammended from time to time except otherwise mentioned herein.

25. The lessee/lessees shall keep and maintain the premises in clean and fit condition upto the entire satisfaction of the lessor.

26. The lessee is bound by the terms and conditions of the lease and letter of allotment.

In witness of the above agreement , the lessor and the lessee has hereunder set his/her hand the day and year first above written.

Witnesses

1. Signature LESSOR.

Full Name LESSEE

Address Signature

Full Name

2. Signature

Full Name Address Permanent Address