



AGREEMENT FOR LEASE

day of May One thousand nine hundred and Source of BETWEEN THE PRESIDENT OF INDIA (hereinafter called "the President" which expression shall unless excluded by or repugnant to the context be deemed to include his successors and assigns) of the one part and Bharat Scouts & Guides, National Head Quarters New Delhi. (hereinafter called "the said intended Lessee", which expression shall unless excluded by or repugnant to the context be deemed to include the person named and his heirs, executors or administration.
trators legal representatives and permitted assigns) of the other part.
WHEREAS the said intended Lessee has applied to the President to grant to him the right to have the Lease hereinafter mentioned of the piece of land situate in the New Capital of Delhi hereinafter described belonging to the Fresident and the President has acceded to such application upon the terms and conditions hereinafter set forth.
AND WHEREAS the said intended Lessee has deposited with the Chief Commissioner of Delhi the sum of Rupees 19332/-(Rupees ninteen thousand three hundred and thirty two only)
being the amount agreed to be paid by the said intended Lessee to the President by way of premium for the grant to the said intended Lessee of the Lease hereinafter mentioned which deposit is to be a security to the President for the due performance by the said intended Lessee of the terms of this Agreement.
NOW THESE PRESENTS WITNESS that the President doth hereby covenant and agree with the said intended Lessee and the said intended Lessee doth hereby covenant and agree with the President in manner following that is to say:-
1. During the ensure 24 calendar months to be reckoned from the 18th day of January One thousand nine hundred and fifty seven the said intended Lessee may for the purpose only of building and executing works in the manner and to the extent hereinafter stipulated enter upon the said piece of land which is described as follows viz: A piece of land situate at Frax Indrapresth TX. Estate in Block No in the New Capital of Delhi containing 0.537 acre.
or thereabouts bounded on the North by All India Radio Research. on the South by Service Road.
on the <u>East by Ring Road.</u> and on the <u>West by Service Road.</u> and which said piece of land is delineated and coloured red on the plan hereto annexed.
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II. Within the said period of 24 calendar months from the said 18th day of January
One thousand nine hundred and fifty seven the said intended Lessee Shall and will at his own expense erect upon the said land cover in and complete in a substantial and workmanlike manner with new and sound materials to the satisfaction of the said Chief Commissioner of Delhi or such officer as may be appointed by him in this behalf (hereinafter referred to as the Chief Commissioner) an office building of the Bharat Scounts and guides

with all requisite and proper walls, sewers, drains and other conveniences thereto of such description and design respectively as shall have been approved of in writing by the Chief Commissioner. And such building shall be constructed in all respects in accordance with such designs, blans and specifications and in such situation and position and arranged in such manner as shall have been previously proposed and submitted by the said intended Lessee and approved of in writing by the Chief Commissioner. And all the materials used in the said building must be good and sound and must have been approved by the Chief Commissioner and the timber shall be deemed to be the property of the President after they have once been brought on the said land. And all drains and sewers for the said premises shall be constructed, made and laid and connected to the satisfaction of the Chief Commissioner and the New Delhi Muncipal Committee and in such position as shall be directed by the Chief Commissioner or as may be required by the said Muncipal Committee.

III. The plans, sections, elevations and specifications for the construction of the buildings to be erected upon the said land (and, if of steel or reinforced concrete, calculations) shall be prepared by a Licensed Architect or Architects and shall indicate in figures the lengths, breadths and thicknesses of walls, floor and scantlings of timber and state the description of the materials to be used and such plans, sections, elecations and specifications shall be submitted to the Chief Commissioner in quadruplicate and got approved within six months from the said 18th day of January. before the work of construction is commenced. This said intended Lessee shall not make any alterations in or additions to the buildings so approved as aforesaid either external or internal so as to affect any of the architectural or structural features thereof appearing in the approved plans unless such alterations and additions shall have been previously in like manner approved.

IV. All rules, regulations and bye-laws of the New Delhi Muncipal Committee in any way relating to buildings which may be in force from time to time shall be conformed to by the said intended Lessee.

V. All rules, regulations and bye-laws of the New Delhi Muncipal Committee in any way relating to health and sanitation which may be in force from time to time shall be conformed to by the said intended Lessee and the said intended Lessee shall either provide sufficient latrine accommodation for the labourers and workmen employed on the said Tand as may be required by the said Muncipal committee or shall pay from time to time such amounts as may be fixed by the Chief Commissioner as his profortion of the cost of providing such accommodation in the vicinity of the said land. The said intended Lesee shall not without the consent in

writing of the Chief Commissioner permit any labourers or workmen employed by him to live upon the said land and in the event of such consent being given shall comply strictly with the terms thereof.

VI. The frontage lines and levels of ground floors shall be determined and set out by the Chief Commissioner and shall be strictly adhered to by the said intended Lessee and the boundaries towards other property belonging to the President as also those between tenant and tenant shall be fixed by the Chief Commissioner.

" VII. The buildings during construction shall be open at all times to the inspection of the Chief Commissioner.

VIII. If in the course of building and completing the buildings or the sewers and drains andother appurtenances thereto the said intended Lessee shall make use of any materials which in the judgement of the Chief Commissioner shall be unsound or unfit for the purpose intended or if any deviation shall be made in the buildings from the plans sections, elevations and specifications which may have been approved of as aforesaid the said intended Lessee shall immediately upon receipt of notice signed by the Chief Commissioner requiring him so to do remove all such materials as shall be considered unsound or unfit and substitute such so und and fit materials as shall be approved of by the Chief Commissioner and correct such deviation as aforesaid and if the said intended Lessee shall neglect to substitute such sound and fit materials in the room of such as may be unsound or unfit or to correct such deviation as aforesaid for the space of seven days after notice then it shall be lawful for the officers and workmen acting under the authority and direction of the Chief Commissioner to remove such unsound and unfit materials and to substitute such as shall be sound and fit In the stead thereof and also to correct every such deviation from the approved plans, sections, elevations and specifications and all such moneyes and expenses as may be laid out and incurred by the Chief Commissioner or by his order shall be paid by the said intended Lessee, and it is hereby expressly declared that the liberty hereinbefore given is not to prejudice in any way the power given to the President by Clause XVIII of this Agreement.

IX. The said intended Lessee shall not without the consent of the Chief Commissioner signified by writing directly or indirectly assign, transfer or otherwise part with any interest he may have in the piece of land the subject hereof or in the buildings or materials for the time being thereon or create any sub-interest therein nor shall he underlet the said land or any part thereof.

X. The said intended besses shall not make any excavations upon any part of the land nor remove any stone, sand, gravel, clay or earth therefrom except for the purpose of forming the foundations of the building sor turnings or making archivallts on the said land and in each and every case all stone, sand, gravel; clay or earth removed, by the said intended bessee from the said land for any of the purposes aforesaid shall if the same is not used for and in connection with the construction of the said buildings or conveniences be the property of the President and the said intended bessee shall have no claim thereto.

XI. The said intended Lessee shall not without the written consent of the Chief Commissioner construct any well

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of any description, or instal any private system of supplying water whether for irrigation or for drinking.

XII. During the period of this Agreement the said land shall be used only for the purpose expressly stated in Clause II thereof and subject to the terms of the covenant in that respect to be contained in the Lease no part of the buildings to be erected on the said land shall at any time hereafter without the previous consent in writing of the President be used or allowed to be used for any purpose whatsoever other than as an office building of the Bharat Scouts & Guides

nor shall any act be done or caused or suffered to be done on the said land or in the said buildings which in the judgement of the Chief Commissioner is likely to be or become a nuisance of a disparagement annoyance or inconvenience to the President or to the lessees or tenants of any other property in the neighbourhood.

XIII. Upon the production by the said intended Lessee of a certificate which must be dated and signed by the Chief Commissioner certifying that the said buildings have been commisted in accordance with the prevenions of Clause II hereof and provided the other conditions of this Agreement have been duly observed, and in the event of any recoveries having been made in accordance with the provisions of this Agreement dut of the said security so denosited as aforesaid, unon nayment by the said intended Lessee of such sum as is required to make up the full sum of Rs. 19322/- (Rupees ninteen thousand threehundred

payable by the said intended Lessee by way of premium as hereinbefore mentioned, the President will grant or cause to be granted to the said intended Lessee and the said intended Lessee shall accept a Lease of the buildings to be erected as aforesaid and of the said miece of land hereinbefore described in perpetuity from the 18th day of

January, One thousand nine hundred and fifty seven at the yearly rent of Rs. 966.62 nP (Rupees nine

hundred sixty six naya paise sixty two only)

or such other sum as may hereafter be assessed under the covenants and conditions contained in the printed form of Lease attached hereto payable half-yearly in advance on the fifteenth day of January and July in each year. The first of such payments to be made on the 15th July, 1957

XIV. The said Lease shall as nearly as circumstances will admit be in accordance with the printend form of Lease attached hereto which has been approved of by the said intended Lessee and signed by him on the date of these presents and shall contain covenants similar to the covenants set out in the said printed form of Lease and such other proper and appropriate covenants, clauses and conditions as may be considered by or on behalf of the President to be necessary or advisable having regard to the nature of the letting and to any matters which may arise between the date of these presents and the execution of the said Lease or as may be rendered necessary by any ict of the Legislature or any rule, regulation or bys-law of the New Delhi Muncipal Committee or any other legally constituted authority coming into force before the execution of the said Lease.

XV. The said intended Lessee shall and will execute a Counterpart of the said Lease and forthwith after such execution admit execution thereof before the Registrar of

Assurance and will during the period which may elapse between the 18th day _day of January, and the day when such Lease and the Counterpart thereof are duly executed pay in advance to the President the rent as is hereinbefore agreed to be reserved by such Lease and also all rates, taxes, charges, assessments and other outgoings in respect of the said land and buildings and in case of default in payment of such rent for one calendar month next after the same shall have become due (whether the same shall have been demanded or not) it shall be lawful for the President to recover such rent together with all expenses of recovery out of the security so deposited as aforesaid. during the period aforesaid and during the period of this Agreement the said intended Lessee will be bound by all the covenants and conditions on the part of the Lessee in the said form of Lease contained in like manner and with the like consequences in all respects as if the Lease had actually been executed.

XVI. The said intended Lessee shall not be entitled to require any title to be shown to the said piece of land to be demised as aforesaid or any proof of the right of the President to grant the said intended Lease.

XVII. The Lease hereinbefore agreed to be granted and the Counterpart thereof shall be prepared by the Chief Commissioner and the costs and expenses of stamping and registering the same and this Agreement and a duplicate thereof all which documents shall be registered with the Registrar of Assurances shall be paid by the said intended Lessee.

XVIII. In case the said intended Lessee shall commit any breach or make default in the performance of all or any one or more of the covenants on his part hereinbefore contained it shall be lawful for the Chief Commissioner or any officer in his employ on his behalf to enter into and uponand retain possession of the said land and of all such building erections and materials as may be then be found upon the said land for the absolute use of the President shall be forfeited to the President and may be retained by him and shall belong to him absolutely but without prejudice to all other legal rights and remedies of the President against the said intended Lessee.

XIX.No forfeiture or re-entry shall be effected except as herein provided, without the permission of the Chief Commissioner of Delhi, and the Chief Commissioner shall not permit such forfeiture or re-entry until the lessor has served on the Lessee a notice in writing--

- (a) Specifying the particular breach complained of,
- (b) if the breach is capable of remedy, requiring the Lessee to remedy the breach,

and the Lessee fails within a reasonable time from the date of service of the notice to remedy the breach, if it is capable of remedy; and in the event of forfeiture or re-entry the Chief Commissioner may in his discretion relieve against forfeiture on such terms and conditions as he thinks proper.

Nothing in this clause shall apply to entry for breach of covenant against unauthorized sub-division.

XX. The said intended Lessee shall not alter, amend or in any other way modify the registered Articles and Memorandum of Association or rules of business etc., (by whatever name and Constitution of the instituion is called) or their Constitution or Composition without first obtaining the approval of the Chief Commissioner, Delhi State, to the proposed alterations, amendments or modifications.

XXI. All notices consents and approvalsto be given under this Agreement shall be in writing and (save as to such notices as are hereinbefore otherwise provided for) shall be signed by the Chief Commissioner and all such notices shall be considered as duly served upon the said intended Lessee if the same shall have been affixed to any building or erection whether temporary or otherwise upon the premises hereby agreed to be demised or shall have been delivered at or sent by post to the then residence of fice or place of business of the said intended Lessee.

XXII. Nothing in these presents contained shall be construed as a demise at law of the place of land hereby agreed to be demised or any part thereof so as to give to the said intended Lessee any legal interest therein until the said Lease shall be executed but the said intended Lessee shall only have a right to enter upon the said land for the purpose of performing this Agreement.

IN WITNESS WHEREOF the Chief Commissioner of Delhi by the order and direction of the President of India and the said intended Lessee have hereunto set their hands the day and year first above written.

SIGNED by the said Shri K.B. Menon, Land & Development Officer, New Delhi

by the order and direction of the President of India in the presence of

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and signed by Bharat Scouts & Guides, National in the presence of Head Quarters, New Delhi

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