

कार्यालय लखनऊ विकास प्राधिकरण

182

प्रेषक :-

का० एका०-एवं-इको० प्ला०,
लखनऊ विकास प्राधिकरण

संख्या... 240/एन/100/95
6, जगदीश चन्द्र बोस मार्ग, लखनऊ

दिनांक... 27.3.95

सेवा में

वरिष्ठ क्षेत्रीय प्रबंधक,
भारतीय खाद्य निगम,
5-6, हबीबुल्ला इस्टेट, हजरतगंज,
लखनऊ ।

नस्थी.....

विषय

गोमती नगर योजना में कार्यालय प्रयोजन हेतु भूमि के आवंटन से संबंधित ।

महोदय,

कृपया उपरोक्त विषयक अपने कार्यालय के पत्र सं०बी-4/आर.ओ. एकेओ/कांस्ट्रक्शन/95 दि०27.3.95 का संदर्भ लेने का कष्ट करें । इस संबंध में यह सूचित करना है कि उपरोक्त पत्र में अंकित भूखण्ड सं०टीसी/3-1/विभूति खण्ड, गोमती नगर योजना में, जो आई.बी.पी. कंपनी से संलग्न है, रिक्त है तथा यह भूखण्ड उपलब्ध कराया जा सकता है । भूमि की दर पूर्व में सूचित दर के अनुसार ₹03,500/- प्रति वर्ग मी० है तथा इस भूखण्ड की स्टेण्डर्ड नाम 0.5 एकड़ अर्थात् 2023.43 वर्ग मी० है । उपरोक्त दर के अनुसार इस भूमि का कुल देय प्रीमियम ₹070.82 लाख आता है । इस पर एक प्रतिशत वार्षिक की दर से पट्टे का किराया भी देय है । रजिस्ट्री से पूर्व उपरोक्त प्रीमियम का 10% अथवा दस वर्ष का पट्टे का किराया देय होगा जो लीज की पूरी अवधि अर्थात् 90 वर्ष के लिए प्रीपेड माना जायेगा । इसके अतिरिक्त ₹0100/- अन्क व्यय/छपाई आदि के लिए देय है । इस प्रकार कुल देय धनराशि ₹077,90,300/- आती है जो कृपया चेक/बैंक ड्राफ्ट द्वारा जो सचिव ल० वि० प्र० के पत्र में हो देय होगी ।

2. उपरोक्त धनराशि प्राप्त होने के पश्चात् उपरोक्त भूखण्ड का आवंटन पत्र निर्गत किया जायेगा तथा डीड के निष्पादन के पश्चात् भूमि का कब्जा, मौके पर दिया जायेगा ।

भवदीय,



। के. बी. सय्येना ।

कांस्ट्रक्शन-एवं-इकोनामिक प्लानर

कार्यालय लखनऊ विकास प्राधिकरण

प्रेषक :-

कार्ट एकाउन्ट-एवं-इकोनॉमिक,
लखनऊ विकास प्राधिकरण

१, जगदीश चन्द्र बोस मार्ग, लखनऊ

संख्या

254/CA/PA/95

दिनांक

29-3-95

सेवा में वरिष्ठ क्षेत्रीय प्रबंधक,

भारतीय खाद्य निगम,

5-6 हबीबउल्ला इस्टेट, हजरतगंज,

लखनऊ

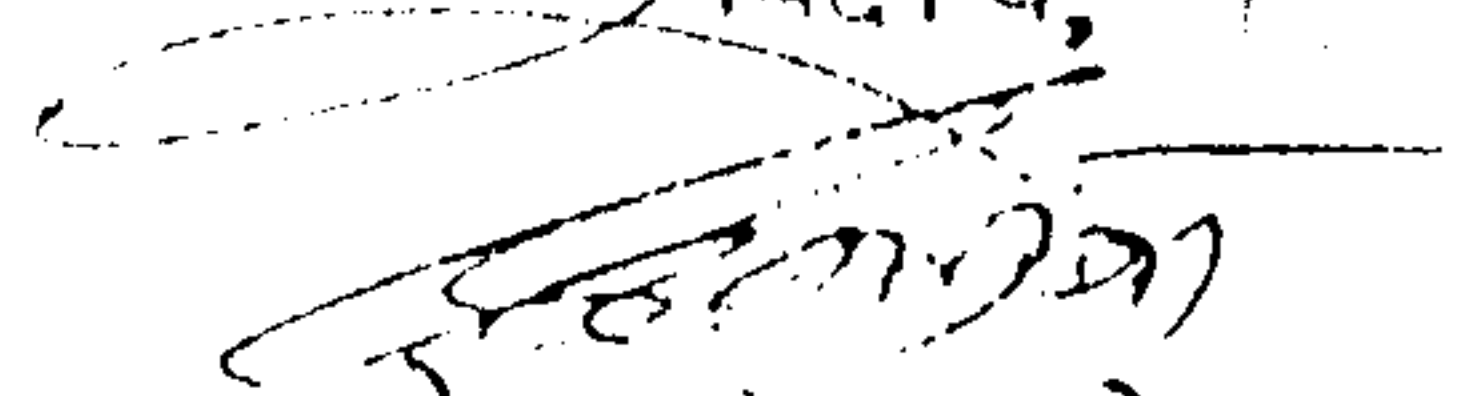
तारीख

विषय
गोमती नगर योजना में कार्यालय प्रयोजन हेतु भूमि के आवंटन से संबंधित ।

महोदय,

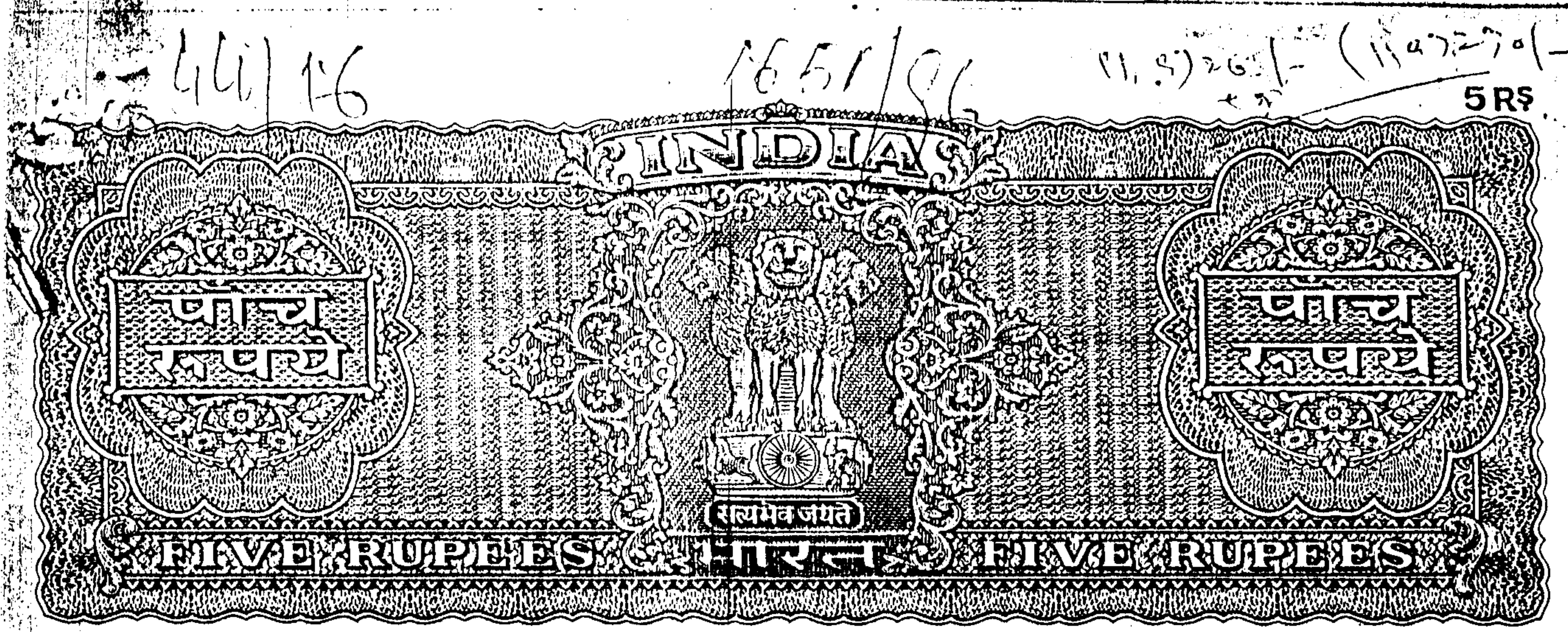
- कृपया इस कार्यालय के पत्र सं0248/सी0ए0/पी0ए0/95 दि027. 3. 95के संदर्भ में अपने कार्यालय के पत्र सं0बी-4/आर.ओ. एलकेओ./कांस्ट्रक्शन/93दि028. 3. 95का संदर्भ लेने का कष्ट करें ।
- आपके पत्र के साथ संलग्न पत्र चेक सं0. 040740दि028. 3. 95 का077, 90, 300/-की पावती स्वीकार की जाती है ।
- इस कार्यालय के पत्र दि027. 3. 95द्वारा प्रस्तावित भूखण्ड का आवंटन आपके कार्यालय के पत्र में किया गया है। इस भूखण्ड की गोद के पर पारतयिक नाम करायी जा रही है। पारतयिक नाम के अनुसार लीज प्लान प्राप्त होने के पश्चात् उक्त भूखण्ड की रजिस्ट्री की कार्यवाही संपादित की जायेगी ।

भवदीय,



। के. सी. सक्सेना ।

कार्ट एकाउन्ट-एवं-इकोनॉमिक प्लानर



In pursuance of the order of the collector No. 2268 Dated 05.12.1994. Passed under Section 10-A of the stamp act it is certified that an amount of Rs.11,97,265.00 (Rupees Eleven Lac Ninety Seven Thousand Two Hundred Sixty Five) only has been paid in cash as stamp duty in respect of this instrument in the State Bank of India, Lucknow by challan No.(02) dated 04.10.1995, a copy of which is annexed herewith.

Dated:

10/11/95

Chief Treasury Officer
Lucknow

LEASE DEED

मुख्य कोषाधिकारी
कलेक्टर, बल्लन

This indenture of lease made at Lucknow this day Twelveth day of February, 1996 between the Lucknow Development Authority, a corporation constituted under U.P.Urband Planning and Development Act, 1973 having its Head Office at 6, Jagdish Chandra Bose Marg, Lucknow 226 001, through its Prabhari Adhikari (Sampatti) Shri K.B.Saxena (hereinafter called " The Lessor " which expression

Prabhari Adhikari (Sampatti)
Lucknow Development Authority
LUCKNOW


Chandra Bhaya)
Deputy Manager (Genl.)
Regional Corporation of India
Regional Office, Lucknow.

shall, unless repugnant to the context or meaning include its successors and assigns) of the ONE PART and the Department of The Food Corporation of India, Regional Office, 5-6, Habibullaha Estate Hazratganj, Lucknow (hereinafter called ' The Lessee ' which expression shall include unless repugnant to the context or meaning include its successors and assigns) of the other part.

WHEREAS the Lessor is sufficiently entitled to or absolutely possessed of all that piece and parcel of land situated in Gombi Nagar Phase II Scheme Lucknow which said piece and parcel of land is more particularly described in the schedule hereunder written and demarcated in red coloured boundary line in the plan thereof annexed hereto and hereinafter referred to as the demised land.

AND WHEREAS the Lessee had applied to the Lessor for allotment of the demised land on Lease basis to which the Lessor had agreed, to give on Lease the said land to the Lessee for a period of 90 years from the 1996 on the terms and conditions as mentioned hereunder :-

Continued Page-3


(Chandra Thoya)
Deputy Manager (Genl.)—
Food Corporation of India
Regional Office, Lucknow.


AGGREGATE

hereinafter referred to as ' Demised Land ' detailed description whereof is given in schedule herein and shown by Red Line in the plan attached hereto , together with all rights, easements and appurtenances whatsoever xx to the said plot of land belonging to or in any wise appurtenanting to and to HOLD the Demised land unto the Lessee for a period of 90 (Ninety) years commencing from

- ii. That the quantum of lease rent for the said land for the entire period of 90 years is Rs:7,50,624.00 (Rupees Seven Lac Fifty Thousand Six Hundred Twenty Four only) and the Lessee has paid the said amount in advance to the Lessor at the time of these presents, and no lease rent will be payable by the Lessee to the Lessor hereafter for the entire period of lease viz ninety years. However, the Lessee both hereby covenant with the Lessor that he shall during the term hereby granted pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the said premises hereby demised or upon the

 Continued Page-5

(Ghanshyam Bhaya)
Deputy Commissioner (Genl.)
District Administration Office, Lucknow.
Regional Office, Lucknow.

building or structure to be erected thereon or upon the land lord or tenant in respect thereof.

- iii. The demised land will be used for the purpose of office building to be constructed by the Lessee in accordance with the plan to be approved by the Lucknow Development Authority/Local Authorities and the construction of the office building shall be undertaken as per the building bye-pass in Force for the time being and also as per conditions regulating the construction of building of land of LDA.
- iv. That the demised land will be used by the Lessee or any other institution or body controlled by the Lessee or in which the Lessee is interested for its purposes.
- v. The lessee shall complete construction of building/other buildings on the demised land for use by the Lessee and its officers and employees in good substantial and workman like manner and to the satisfaction of V.C. of Lessor or his delegate in accordance with the plans and elevations to be approved by the Vice-Chairman of the Lessor or his delegate as per the building bye-laws for

Continued Page-6



(Chandra Phay)
Deputy Manager (Genl.)
Public Corporation of Lucknow
Lucknow, Lucknow.

the time being in force in Lucknow and also as per conditions regulating the construction of building on demised land within 5 years from the date of execution of this DEED provided that the proposed building may be designed as per requirements of the Lessee and got approved by the Vice-Chairman of the Lessor or his delegate.

- vi. The Lessee will not make any sub-division of the demised land or transfer or assign it in part or in whole before the expiry of 5 years from the date of registration of this deed without previous consent in writing of the Lessor.

Provided, however, that if the Lessee is desirous of Assigning or transferring its lease hold rights in the demised land before expiry of the period of 5 years from the date of registration of this deed and if the demised land is free from any encumbrances whatsoever, the Lessee may make written offer to the Lessor for surrendering the tenancy hereby created whereupon the Lessor shall be bound to accept the surrender and refund before the sub-
Chandra Bhaya)
registrar at the registration (Manager (Genl))

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. That in consideration of the total premium of Rs.75,06,240.00 (Rupees Seventy Five Lac, Six Thousand Two Hundred Forty only) and in further consideration of Rs.7,50,624.00 (Rupees Seven Lac Fifty Thousand Six Hundred Twenty Four only) at the rate of 10% (Ten percent) per annum being the advance lease rent compounded for the period of 90 years (the payment and receipt whereof the Lessor both hereby admit and acknowledge and of and from the same and every part thereof both forever acquit, release and discharge the Lessee) and in consideration of the agreement and covenants on the part of the Lessee to be observed performed and discharged and contained herein, the Lessor hereby demise unto the Lessee ALL THAT part of land bearing Municipal No. NIL and admeasuring 2144.64 Sq.Meter situated Lucknow Development Authority, Gomti Nagar Phase II Scheme, Lucknow and

Mani Adhikari (Genl.)
Deputy Manager (Genl.)
Food Corporation of India

(Chandra Bhaya)
Deputy Manager (Genl.)
Food Corporation of India

Continued Page-4

:: 7 ::

of the deed of surrender, the amount of premium which has been paid by the Lessee to the Lessor under the rules before execution of this deed provided, however, that if the Lessee has already constructed and building or structures and all that are free from any encumbrances whatsoever the Lessee shall have to make the said offer to the Lessor for surrender or lease hold rights in the demised land as well as absolute transfer of the building and structures standing thereon and pay unto the Lessee at the time of the cost of construction of the buildings structures standing on the land as estimated (with deduction of depreciation) by the Adhishashi Abhiyanta of the Lessor.

vii. The Lessee shall not transfer or assign its rights in the demised land to a third Person without the previous consent of the Lessor.

viii. The Lessee shall peacefully surrender and yield up the demised land with the building or structures thereon in such good and substantial repairs as before-

Shakti Adhikari (Suptd.)
Town Development Authority
LUCKNOW

(Chandra Bhaya)

Deputy Manager (Genl.)

Continued Page of India
Food Corporation of India

said on the expiration or sooner determination of the Lease, hereunder granted and the Lessor may in case of such expiry or sooner determination of the Lease either take the buildings upon a valuation at the then prevailing market rate or the Lessee will have the right to remove them.

ix.

The Lessee shall, in case of assignment or succession or transfer of the demised land and/or the buildings or structures standing thereon, shall within one calendar month from the date of such assignment, succession or transfer, give a notice to the Lessor setting forth the names and description of the parties to every such assignment, succession or transfer and the particulars and effects thereof and shall forward to the Lessor a documents effecting to or evidencing such assignment etc., alongwith the notice referred to above.

x.

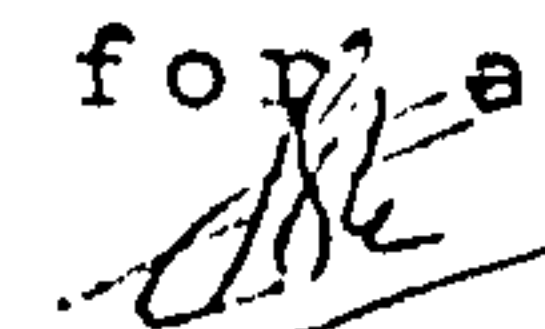
It shall be lawful for the Lessor or his agents during the said term at all reasonable times or the day to enter into or upon the demised land and the buildings or structures to be erected thereon as

Chandra Bhaya (Genl.)
Deputy Manager (Genl.)
Railways

Chandra Bhaya)
Deputy Manager (Genl.)
Continued on page 2

aforesaid and with prior notice of at least 7 days to the Lessee and in the presence of the Lessee's representatives to inspect and view the condition thereof and if any defect or want of repair shall on any such inspection be found and found and discovered to give to the Lessee or lease upon the demised land notice in writing to make good and restore the same and the Lessee shall within three calendar months next after such notice sufficiently make good and restore the same.

xi. The lessor guarantees that at the time of execution of these presents the demised land is free from all encumbrances and if at any time during the period of 90 years whatever losses or liabilities are incurred by the Lessee due to any defect in the title of the Lessor the Lessor shall indemnify the Lessee for the same, and that the Lessee may quietly enter and enjoy the same without any interruption by the Lessor or any person rightfully claiming under him for a period of 90 years.


Chandra Bhaya)
Deputy Manager (Genl.)
Food Corporation of India

xii. The Lessor will continue to contest the suit/writ petition pending in the courts and will help the Lessee by producing the documents/witnesses in the courts and render any help required by the Lessee.

xiii. Any notice or consent to be given by Lessor to the Lessee in this present or in connection with the demised land shall be deemed as duly given by the Lessor through the post by Registered letter addressed to the Lessee or any other address as may be communicated by the Lessee to the Lessor and any notice given by the Lessee through the post by Registered letter addressed to the Secretary, Lucknow Development Authority, 6, J.C. Bose Marg, Lucknow or any other address as may be communicated by the Lessor to the Lessee from time to time. Any communication sent by post in either case shall be deemed to have been delivered in the usual course of post.

xiv. If there shall be any breach or non observance whatsoever by the Lessee of any of the covenants hereinbefore

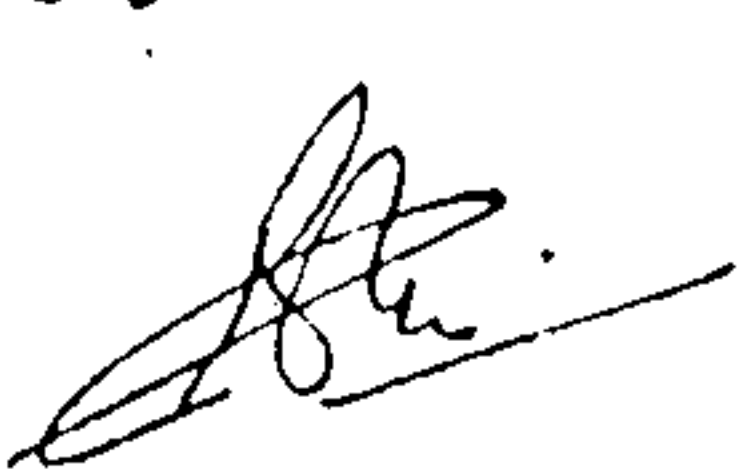
11

and performed then and in any such cases it shall be lawful for the Lessor to enter into and upon the demised land and the building or structures so as to be erected as and thereupon the same shall remain to the use of and be vested in the Lessor. However, the said action will be taken only after giving 15 days clear notice to the Lessee and if the Lessee do not comply with or observe the said covenant.

xv. The Lessor has on the _____ day of _____ handedover vacant possession of the demised land unto the Lessee which the Lessee hereby acknowledges.

xvi. It is hereby agreed that all cost and expenses incidental to the execution and registration of deed shall be payable by the Lessee.

xvii. All disputes and differences of any kind whatsoever arising out of or in connection with this Lease Deed shall be referred for arbitration to Chairman Lucknow Development Authority whose decision shall be final and binding on both the parties.



Continued P/12


(Chandra Bhaya)
Deputy Manager (Genl.)
Food Corporation of India

- xviii.(a) The L.D.A. will provide external development which will include approach road, S.W. Drain, external, sewer and source of electricity only. The Lucknow Development Authority will not provide water supply.
- (b) The Possession of land will be given on the basis of 'As is where is'.
- (c) The terms and conditions of allotments of Property as amended by Lucknow Development Authority/ State Government from time to time, shall also be applicable.

SCHEDULE
(Property Under Lease)

All those pieces or parcels of land admeasuring 2144.64 Sq.Mt. or there abouts bearing Municipal No. NIL on Lucknow Development Authority, Gomti Nagar Phase-II Scheme, Lucknow in the Registration District and Sub-District of Lucknow and delineated on the plan hereto annexed and thereon shown surrounded in red

Continued Page-13



Chandra Bhaya)
Deputy Manager (Genl.)
Food Corporation of India
Lucknow.

coloured boundary line, and bounded in the manner as follows :

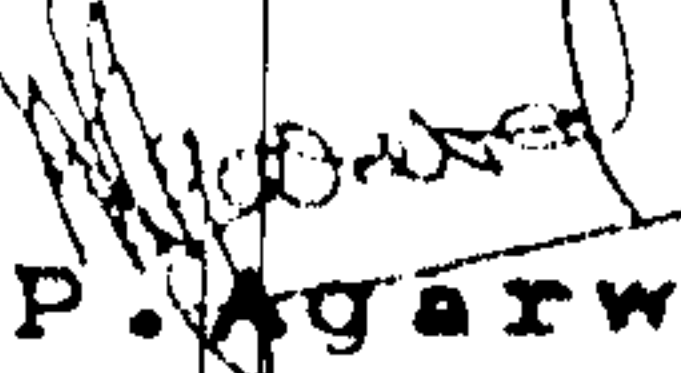
- On the North - 18.00 Mt. Wide Road
- On the South - 1 B.P. Plot
- On the East - T.C./ 5 V
- On the West - 24.00 Mt. Wide Road

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THEIR PRESENCE AND A DUPLICATE THEREOF TO BE SIGNED ON THEIR RESPECTIVE BEHALF BY THEIR DULY AUTHORISED OFFICIALS, AT THE PLACE AND ON THE DATE FIRST HEREINBEFORE WRITTEN

WITNESSES:

1. Signature 
Name - Vimal Seth
Age - 34 years
Residence - 66 - Cantt.
Lucknow

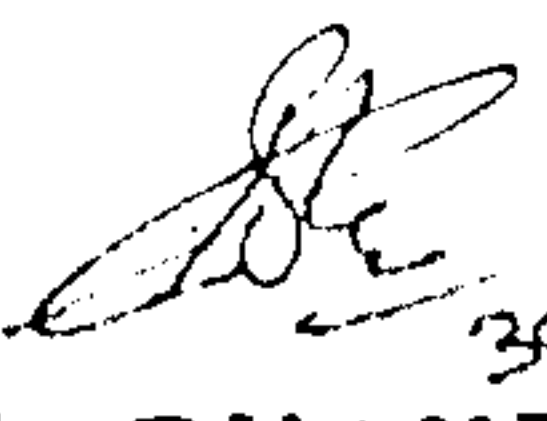
Date

2. Signature 
Name - V.P. Agarwal
Age - 49 years
Designation - Assistant
Manager (E.III)
Date

For and behalf of
the Lessor


(SRI K.B. SAXENA)
Designation

For and behalf of
the Lessee
Lessee - Department of
Food Corporation of India


(MISS CHANDRA BHAYA)
Deputy Manager (E.III)
Food Corporation of
India, Regional Office,
Lucknow.

(Chandra Bhaya)
Deputy Manager (E.III)
Food Corporation of India
Regional Office, Lucknow.