

DEL



AGREEMENT FOR LEASE

MEMORANDUM OF AGREEMENT made this 27<sup>th</sup> day of May One thousand nine hundred and Sixty one 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 administrators 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 President 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 nineteen 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 ensuing 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 Prax Indraprastha 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 East by Ring Road. and on the West by Service Road. and which said piece of land is delineated and coloured red on the plan hereto annexed.

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 Scouts 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, plans 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 of good teak only or such other good timber as shall be sanctioned by the Chief Commissioner and all materials 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 Municipal Committee and in such position as shall be directed by the Chief Commissioner or as may be required by the said Municipal 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, elevations and specifications shall be submitted to the Chief Commissioner in quadruplicate and got approved within six months from the said 18th day of January, 1957 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 Municipal 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 Municipal 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 land as may be required by the said Municipal Committee or shall pay from time to time such amounts as may be fixed by the Chief Commissioner as his proportion of the cost of providing such accommodation in the vicinity of the said land. The said intended Lessee 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 and other 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 to do remove all such materials as shall be considered unsound or unfit and substitute such sound 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 moneys 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 Lessee 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 buildings or turnings or making arch vaults on the said land and in each and every case all stone, sand, gravel, clay or earth removed, by the said intended Lessee 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 Lessee shall have no claim thereto.

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

Sx 155