

اور لاواي ۛ
رجسٽري ۛ
مالڪس اٽارن ۛ
لنڊن ۛ

No. 52
1938
Run due of pig of corner 0-62 near
in Dismal for 3. Run - Run in 1937
Run - Run in 1937
Run 0-62 Run in 1937

Duplicate

N. J. Stamps, per B. 3/1/87.

WHEREAS by virtue of the rules made under Section 240 of the Punjab Municipal Act, 1911, the Municipal Committee, Dalhousie, (hereinafter called the Municipal Committee) has agreed on behalf of the Governor of the Punjab, with the confirmation of Punjab Government letter No. 5645-1 & L-38/31168, dated the 15th September, 1938, to demise the plot of land hereinafter described to the lessee in manner hereinafter appearing, NOW THIS INDENTURE WITNESSETH in consideration of the sum hereinafter reserved and of the covenants on the part of the lessee hereinafter reserved and the Governor of the Punjab doth hereby demise all that plot of land containing by measurement 0.62 acres, situated in Government field No. 5, below Lovers' Walk, within the Municipality of Dalhousie, which said plot of land is more particularly described in the schedule hereunder written and with the boundaries thereof is delineated on the plan annexed to these presents and thereon coloured red.

TOGETHER WITH ALL RIGHTS, easements, and appurtenances whatsoever to the said plot of land belonging or in anywise appertaining EXCEPTING AND RESERVING UNTO the Governor of the Punjab all mines, minerals, mineral substances of every description, stone and clay in or under the premises hereby demised with full right and liberty at all times to do all acts and things which may be necessary or expedient for the purpose of searching for digging, working, obtaining, removing and enjoying the same, making the lessee reasonable compensation for all damages done and also all timber fruit trees and other trees (but not the fruits or leaves or fallen branches of trees cut down with the written consent of the Municipal Committee, Dalhousie) with right of entry to mark, fell cut and carry away the same. To hold the premises hereby demised unto the lessee for the period of thirty years from the 4th day of October, 1938 rendering therefor during the said term the yearly rent of Rs 40/- per acre plus the highest premium bid of Rs 1600/- for the first thirty years lease clear of all deductions by yearly payments on the 1st June of each year at the office of the Municipal Committee or such other places as the Municipal Committee of Dalhousie, shall from time to time appoint in this behalf, the first of such payments to be made on the 28th day of October, 1938.

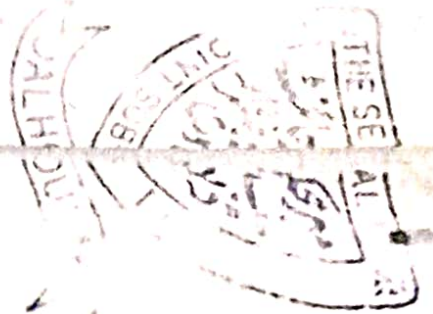
1, AND THE LESSEE DOH hereby covenant with the Governor of the Punjab:-

1. To pay unto the Governor of the Punjab during the term hereby granted the yearly rent hereby reserved on the days and in the manner hereinbefore appointed.

2. From time to time and at all times during the said term to pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the said term be imposed, charged or assessed upon the premises hereby demised or the building to be erected thereupon or the landlord or the tenant in respect thereof;

3. Not to cut down any of the timber, fruit trees or other trees now or at any time hereafter growing on the premises hereby

James - Lord Roperham
31.10.38



13. Provided also that expressions "Governor of the Punjab" and the "Lessee" hereinbefore used shall unless such an interpretation be inconsistent with the context include in the case of the former his successors, and assigns, and in the case of the latter, his heirs, executors, administrators, representatives and assigns.

IN WITNESS WHEREOF the parties have hereto set their hands the day and year first written above.

The Schedule above referred to:-

- North:- Field No.5
- South:- Field No.5 and Lovers' Walk.
- East :- Field No.5
- West :- Nalla and Field No.5

Signed by

in the presence of:-

Witness *G. K. Bhatia*

Witness *Shri*

Signed by

in the presence of:-

Witness *Dr. K. K. Bhatia*

Witness *B. S. Bhatia*

A. Stiffle
 Lessor

Senior Vice President,
 Municipal Committee, Dalhousie.

Lessee

Dina K. Bhatia 1. es.
 28/10/38

Kalra K. Bhatia
Dally Bhatia
Kalra
 Countersigned.

Shri Ram
 Member.

Shri Ram
 Member.

Shri Ram
 Secretary,
 Municipal Committee, Dalhousie.

demised without the previous consent in writing of the Municipal Committee, Dalhousie;

4. Not to make any excavations in the land hereby demised or remove any minerals, mineral substances of any description, stone, sand or clay from the said land without the consent in writing of and in accordance with the terms and conditions prescribed by the Municipal Committee, Dalhousie, and to pay the price at the current rate for all such materials taken from the said land with such consent and actually included in any building: -Note: -Building shall be deemed to include a retaining wall for the purpose of this clause.

5. Within the 24 calendar months next after the date of these presents at his own cost to erect and furnish fit for use on the premises hereby demised a Residential House together with all necessary out-houses, sewers, drains and other appurtenances in accordance with a plan or plans to be approved in writing by the Municipal Committee, Dalhousie, and not to erect or suffer to be erected on any part of the premises hereby demised any building other than and except the Residential house hereby covenanted to be erected, without the previous consent of the Municipal Committee, Dalhousie;

6. Not to make any alterations in the plan or elevation of the said Residential House without such consent as aforesaid, nor to use the same or permit the same to be used for any purpose other than that of a Residential House without the consent of the Municipal Committee, Dalhousie;

7. At all times during the said term to keep the said Residential House and premises in good and substantial repair and on the expiration or sooner determination of the said term peaceably to yield up the same in such good and substantial repair unto the Governor of the Punjab;

8. That the property shall be liable to be resumed by Government (a) if used for other than the specific purpose or purposes for which it is leased or (b) if buildings are erected, or other works executed on the land otherwise than in accordance with the terms of the lease, and without the sanction of Local Government or other competent authority, and in the case of such resumption no compensation whatever shall be payable to the lessee;

9. That should the property be at any time lawfully resumed by Government except as under clause 8 or 11, the compensation payable therefor shall in no case exceed the amount (if any) paid to Government for the lease, together with the cost of present value, whichever shall be the less, of any buildings, erected or works

HOUSE
 RE-
 ST-
 31.10.38
 Joint-Sec Registrar
 Dabhoi

Presented by S. Dillag Singh, Editor A.D.M.,
 of Lahore now at Dabhoi, at the
 Office of the Joint Sec Registrar, Dabhoi,
 On 28th day of October 1938 between
 the hours of 3 am & 4 pm.

Sd/- Dillag Singh P.C.S. 28/10/38
 Sd/- M.N. Khan J.R. Dabhoi
 Execution admitted by the aforesaid

S. Dillag Singh who is personally known
 to me. Mr. E.G. McNeill, Secy, me,
 Dabhoi, is present on behalf of the
 M. Committee, Dabhoi.

Sd/- Dillag Singh P.C.S. 28/10/38
 Sd/- M.N. Khan J.R. Dabhoi 28/10/38

Sd/- E.G. McNeill Secy, me, Dabhoi 28-10-38

Registered as No. 52 in Book No. I

Volume 9 on page 53 this 21st day of
 October 1938

Sd/- Nazim Ahmad J.R. Dabhoi

scd

لنسر عمار العربی۔ مکتبہ
مالکیہ اور نوعدنیہ اوزدک
رحمہم رب العزیز
قور قزاقی وکیل مدعا

10. Upon every assignment, transfer or sublease of the premises hereby demised or any part thereof or within one calendar month thereafter to deliver a notice of such assignment, transfer or sublease to the Municipal Committee, Dalhousie, setting forth the names and descriptions of the parties to every such assignment, transfer or sublease and the particulars and effect thereof;

11. Provided always that if any part of the rent hereby reserved shall be in arrears or unpaid for one calendar month next after the day whereon the same shall have become due whether the same shall have been demanded or not or if there shall have been in the opinion of the Municipal Committee, Dalhousie, any breach by the lessee or any person claiming through or under him of any of the covenants or conditions hereinbefore contained then and in such case the Governor of the Punjab may notwithstanding the waiver of any previous cause or right of re-entry, enter upon any part of the premises hereby demised or of the buildings thereon in the name of the whole and thereupon the said premises and the building shall remain to the use of and be vested in the Governor of the Punjab and this demise shall absolutely determine and the lessee shall not be entitled to any compensation whatever;

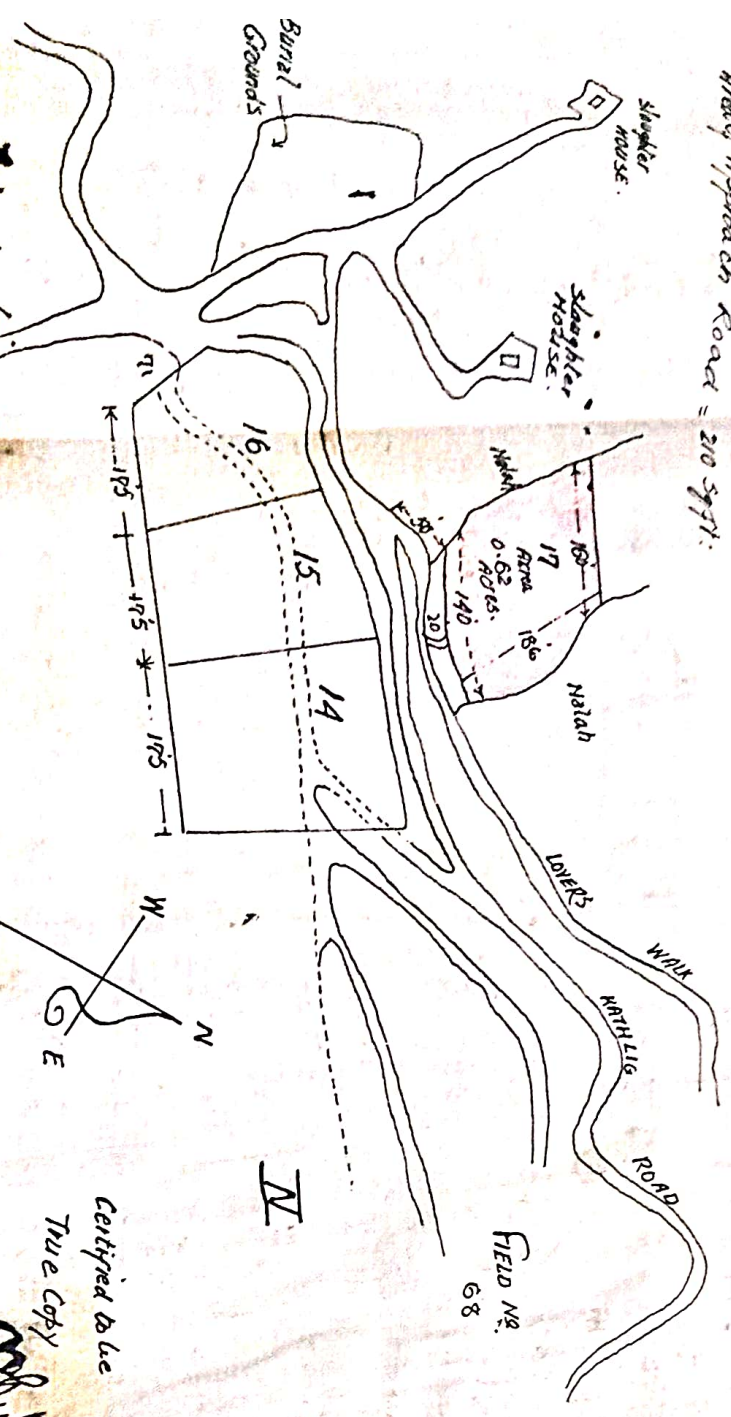
12. Provided that the Governor of the Punjab will at the request and cost of the lessee at the end of the term of years hereby granted and so from time to time thereafter at the end of such successive further term of years as shall be granted execute to the lessee a new lease of the premises hereby demised by way of renewal for the term of thirty years but such renewed term of years as shall be granted shall not with the original term of years exceed in the aggregate the period of ninety years and such renewed leases shall be granted only at such rents within a percentage of enhancement of fifty percent of the rents which shall have been reserved by any lease either original or renewed immediately proceeding the renewed lease to be for the time being granted as the Governor of the Punjab shall determine and three as to the amount of rent to be thereby reserved and as to the term to be thereby granted every renewed lease of the premises hereby demised shall contain such of the covenants, provisions and conditions in these presents contained as shall be applicable. If the land is resumed on the determination of the lease after a period of ninety years or after any shorter period the Committee may on behalf of the Governor of the Punjab either extend the term of the lease or resume the land. In the latter case the Committee may either ask the lessee to remove the buildings or other works executed thereon, or it may take over the buildings on payment to the lessee of the compensation described in clause 9.

4/2/57

اندر محلات الحواجز - مساحه 5
 جايگاه ادر اوزانيت اور روم
 مسطور و فابريک (200)
 اور نازان و محل محله

کميته اخذ ميب
 يوسف به طالع من قسم که نيز
 له لعي استعمال موميده

SITE PLAN OF PLOT NO 17
TO BE LEASED BELOW LOWERS WALK
 Area including Approach Road
 = 27210 Sqft
 Area of Approach Road = 210 Sqft
 (Scale 1" = 165')



This plan is a statement. Registered
 No No. 52 in
 on page 53 in
 1958.

Secy: M.C. Dathouse.
 26/10/57

26/10/57