

# Nagpur Improvement Trust

(Local Planning Authority constituted under Urban Development Department of GOM)  
(www.naitnagpur.org)

Plot No. 37

Kh. No. 9

Mouza Jattarodi

Stamp Duty (Rs.): 65400.00

Regn. Fee (Rs.): 7450.00

## INDENTURE OF LEASE RENEWAL

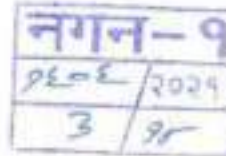
Premium Rs.: 10906.00

THIS INDENTURE made this 17<sup>th</sup> day of Feb. 2021 Between the Nagpur Improvement Trust, Nagpur, A Statutory Authority, constituted under the Nagpur Improvement Trust, Act 1936, acting through its Executive Officer (hereinafter called the "LESSOR" which expression shall, unless inconsistent with the context include its successors and assignee) of ONE PART, and  
1. SHRI HARISH AMOLCHAND MUNOT Age: 50 Yrs. Occu. BUSINESS  
R/O PLOT NO. 57, SHRIKRUPA, DHANTOLI, NAGPUR 440012

hereinafter referred to as the "LESSEE" which expression shall unless inconsistent with the context include his heirs, executors, administrators, representatives and assignee) of OTHER PART:

Whereas as per original indenture dated the 02nd day of Mar-1993 the "Lessor" demised to the "Lessee" all the plot containing by admeasurement area 901.253 Sq.Meter of hereabouts situated at, Nagpur within the limits of the Nagpur Corporation in Tahsil Nagpur, District Nagpur which said plot of the land is more particularly described in the Schedule 'A' hereunder written and with the boundaries thereof for greater clearness delineated on the plan hereto annexed and there on coloured and hatched in Red.

WHEREAS to hold the same for and commencing from the 31st day of JUL-1959 and ending on 31st day of MAR-2020 the said indenture containing a covenant for the renewal of demise on the expiry of the aforesaid term and it being expired.



(2)

AND WHEREAS in pursuance of the said agreement the "Lessee"  
SHEIL HARISH AMOLCHAND MUNOT

has now requested the "Lessor" to execute a new lease to him/her in accordance with the said consent, know all men by these presents that the "Lessor" here by demises to the "Lessee" all the aforesaid plot of land.

To hold the same in continuation of the original lease-deed for the second term commencing from the 01st day of APR-2020 and ending on 31st day of MAR-2050 subject to the following conditions:-

TERMS AND CONDITIONS

- (a) That, the "Lessee" shall pay the yearly ground rent of Rs. 1963.00  
(Rupees in Word One Thousand Nine Hundred Sixty Three Rupees Only)  
on the undivided leasehold share of land and clear of all deduction on or before the first day of June in each year at the office of Nagpur Improvement Trust, Nagpur the "Lessor", during subsistence/continuance of the lease may revise the ground rent as per policy framed by the Board of Nagpur Improvement Trust, Nagpur as well as Government and shall be binding on "Lessee" and the "Lessee" has to pay such enhanced ground rent to the "Lessor" without any default or demur.
- (b) The first of such payment is to be made on the first day of June 2020.  
The "Lessee" at present Pays Rs. 70000.00 as prevailing Corporation Taxes per annum. Total annual average rent is Rs. 71963.00 per annum.
- (c) The "Lessee" shall pay corporation taxes as assessed by the Nagpur Municipal Corporation from time to time, N.A. assessment and any other taxes, levies charges whatsoever.
- (d) The "Lessee" shall not make any excavation upon any part of the said land or remove any stone, sand, gravel, hay or earth there from except for the purpose of forming the foundation or building or for the purpose of executing any work pursuant to the terms of this LEASE and in doing so the LESSEE shall exercises reasonable care to ensure that foundations of any building on the adjoining plots are not hereby adversely affected.
- (e) No erection re-erection or alteration shall be made in any building or part thereof on the said land except in accordance with the sanction of the Nagpur Improvement Trust under its Building Regulations and Development Control Rules, nor shall a building be put to any use in contravention of the provisions of any regulation made under clause (h) of section 90 of the Nagpur Improvement Trust Act, 1936.
- (f) That, after the expiry of the initial period of 30 years, at the time of every renewal of lease, the LESSEE/ASSIGNEE shall be liable to pay three (3) times minimum of existing ground rent after the expiration of every 30 years lease period in respect of demised plot at the time of renewal. The rate of the ground rent due shall be fixed as per the decision of the Trust/LESSOR.



(3)

(g) The LESSEE/ASSIGNEE shall take the building permission from Appropriate Planning Authority, for the construction of building before starting constructions on the demised land. The construction of the building should be as per the sanctioned plan approved by the Planning Authority. If any permission for multistoried building was granted, in that case, the Deed of Declaration should be in accordance with the sec. 4, 10, 11, 12 of the Maharashtra Apartment Ownership Act, 1970 and got registered.

(h) If the demised land is subjected for the development wherein the LESSEE executes the development agreement with the DEVELOPER/BUILDER under this circumstances after the completion of entire project the re-conveyance deed shall be executed by the DEVELOPER/BUILDER in favour of the LESSEE/ASSIGNEE/SOCIETY/ASSOCIATION as per the provisions of Registration Act and other relevant laws.

Provided any documents related with the lease plot should be registered before the Registrar under the relevant provisions of Registration Act, 1908 shall be treated as a valid document of evidence of title of LESSEE/ASSIGNEE.

(i) The LESSEE shall permit the LESSOR, or any servant of the Nagpur Improvement Trust at all reasonable time of the day during the terms hereby granted to enter into and upon the demised premises and to inspect the site for repairs thereof and if upon such inspection it shall appear that any repairs are necessary the LESSOR may direct the LESSEE to execute the repairs and upon his failure to do so within a reasonable time to execute them at the expense in all respects of the LESSEE.

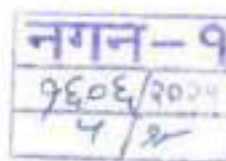
(j) The LESSEE shall permit the LESSOR or any person nominated by it or any servant or contractor of the Nagpur Improvement Trust, the Nagpur Corporation and Maharashtra State Electrical Board to enter into and upon the demised premises with such workmen, as may be necessary for the purpose of laying repairing or replacing a water pipe line, sewer line or an electric supply line or for any work connected therewith, as also for the purpose of making any connection from the house to those service lines laid in the premises.

(k) The LESSEE shall not disturb or build over or otherwise deal with so as to impair utility without previous permission of the LESSOR on survey marks or sub traverse make existing on the land which are for clearness shown 'Nif' on the plan hereto annexed and which are specified in Schedule 'B' hereunder written.

(l) The LESSEE shall not disturb or build over or otherwise deal with or interfere with any of the service lines, referred to in sub-clause (c) without the previous permission in writing of the authority which laid the service line.

(m) The LESSEE shall not assign transfer or part with the possession of the demised premises so as to cause any sub-division therein or otherwise to alter nature of this present demise.

Provided however, that the LESSOR may subject to such terms and conditions, as it may fix grant permission to the LESSEE to part with permission of the demised premises so as to cause any subdivision therein, otherwise alter the nature of this present demise.



(4)

Provided further that, where sub-division of the demised plot is permissible as per the rules and LESSEE with an intention to sub-divide the demised plot and applies for sub-division and the permission to transfer/assign the sub-divide the demised plot and when such permission is granted the LESSEE shall have to pay 50% of the unearned income if the transfer/assignment is/was made within five years from the date of sub-division of plot, the unearned income shall be payable as per difference between premium paid and the market price of the land prevailing on the date of sale. In case there is dispute regarding market price of sub-divided plot, the decision of the Chairman shall be conclusive and final and binding to the LESSEE.

(n) The LESSEE shall not without the previous permission in writing of the LESSOR, use or allow to be used the premises of the demised land in contravention of the regulation framed u/sec. 90 of the Nagpur Improvement Trust Act, 1936 and Development Control Rules.

(o) The LESSEE as also the assignee and the mortgagor/mortgagee shall within one month of assignment, mortgage or transfer of the demised premises deliver a notice of such of assignment, mortgage or transfer to the LESSOR setting for the names and description of the parties to every such assignment, mortgage or transfer and particular and the effect thereof.

(o-1) The LESSOR, in case the notice referred to in sub-clause (o) is delivered to it, shall intimate to the LESSEE, assignee, and mortgagee or transferee about arrears of the trust due and its right of re-entry repossession over the demised premises to remedy breach of any or all clauses of condition of lease within a period of the three month of the date of the intimation of that effect.

(p) The LESSEE shall use demised land/plot as per allotment order. If, the LESSEE/ASSIGNEE use the demised land other than that of order as per allotment it is to be treated as breach of condition of the Lease Deed under this circumstances the LESSEE/ASSIGNEE shall be liable for action for cancellation of lease including penalty.

(q) This INDENTURE of LEASE the conditions and terms contained therein would be subject to Nagpur Improvement Trust Land Disposal Rules 1983, which has overriding effect and further that if the plot is allotted on concessional rates additional conditions mentioned in Rules 24 would be applicable.

(q-1) The plot is allotted on the concessional premium and hence condition as described under Rules 24 of the Nagpur Improvement Trust Land Disposal Rules, 1983 and as may be imposed by the Chairman shall be applicable.

(r) The decision of the LESSOR or any person it may appoint in this behalf on any question, which may arise, concerning any alleged breach of any of the foregoing clauses shall be final.

(s) The LEASE of demised land shall be suspended or cancelled, if the LESSEE/ASSIGNEE files any false information/documents regarding title acquired by him/her.



(5)

(t) The LESSEE/ASSIGNEE shall have rights to transfer/assign/convey the leasehold rights of demised plot.

The LESSOR covenants that the LESSEE paying the rent thereby reserved and performing and observing the conditions herein contained shall peaceably hold and enjoy the said land during the said term without any lawful interruption or disturbance by the LESSOR or any person lawfully claiming through it.

Provided that if the said rent or any part thereof shall at any time be in arrears and unpaid for one Calendar month next after the date where on the same shall have become due whether they shall have been lawfully demanded or not, as also upon the breach or non-observance by the LESSEE of any of the said conditions, the LESSOR may notwithstanding the waiver of any previous causes or right of re-entry upon the said land and reposes it as if this demise had been made the LESSEE in such case being entitled within three Calendar months from the date of such re-entry.

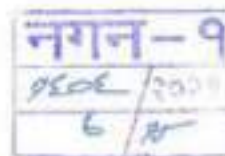
Provided further that when any cause or right of re-entry arise under the foregoing provision, it shall be lawful for the LESSOR, as the consideration for the non-exercise of the power of re-entry to receive from the LESSEE a sum of money not exceeding Two years ground rent plus interest @ 12% p.a. or as may be decided from time to time shall levied in case of payment of ground rent made after due date i.e. 1st of June of each year.

Provided also that when any cause or right off re-entry arises under the first provision, upon the breach or non-observance of the conditions of clause and sub clauses, thereof in respect of erection or alternation, it shall be lawful for the LESSOR to ask the LESSEE to demolish or alter the unauthorized construction, as it may deem necessary, within reasonable time, as a consideration for the non-exercise of the power of re-entry instead of receiving a sum of money as provided above.

(u) That, in case of any dispute between the LESSOR AND LESSEE regarding the breach of any term or condition of the Lease Indenture, the decision of the Chairman of LESSOR shall be final and binding on the parties.

(v) The LESSEE/ LESSESS, has/have read and understood the provisions of the Land Disposal Rules and agrees to abide by the provisions of Land Disposal Rules 1983, terms and conditions of this lease and the Resolutions passed/Policies framed by the LESSOR from time to time.

The LESSOR further covenants that, after the expiry of lease period, lease may be renewed as per the prevailing Rules & Regulations and policies framed by Nagpur Improvement Trust, Nagpur at the time of subsequent lease renewal.



(6)

'SCHEDULE 'A'

Plot No. 37 in Industrial Area Improvement Scheme  
N.I.T. Kh.No. 9 Mouza Jattarodi layout/ Precinct  
Nagpur / Ward No. 11 Division SOUTH Tahsil, and District Nagpur.  
Admeasuring 901.250 Sq.Meter 9701.00 Sq.ft Dimensions are marked on  
plan enclosed.  
Sheet No. 12 City Survey No. 318

USER OF PLOT: WORK-SHOP

Boundaries:-  
NORTH - ROAD  
SOUTH - PLOT NO.38  
EAST - ROAD  
WEST - ROAD

'SCHEDULE 'B'

NIL

IN WITNESS WHEREOF the parties hereto have set their hands the day and  
year written in each case.

WITNESSES :-



1st Witness :-

Executive Officer

Nagpur Improvement Trust  
LESSOR

Date 17/2/2024

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1/24



2nd Witness :-



LESSEE

Date 17/2/2024

## Nagpur Improvement Trust

(Local Planning Authority constituted under Urban Development Department of GOM)  
(www.nimnagpur.org)

Plot No. 38

Kh. No. 9

Mouza Jatarodi

Stamp Duty (Rs.): 58700.00

Regn. Fee (Rs.): 6700.00

### INDENTURE OF LEASE RENEWAL

Premium Rs.: 8880.00

THIS INDENTURE made this 17<sup>th</sup> day of Feb. 2024. Between the Nagpur Improvement Trust, Nagpur. A Statutory Authority, constituted under the Nagpur Improvement Trust, Act 1936, acting through its Executive Officer (hereinafter called the "LESSOR" which expression shall, unless inconsistent with the context include its successors and assignee) of ONE PART, and

1. SHRI HARISH AMOLCHAND MUNOT Age 50 Yrs. Occu. BUSINESS  
R/O PLOT NO.97, SHRIKRUPA, DHANTOLI SOUTH PARK AVENUE ROAD  
PATWARDHAN GROUND, NAGPUR-440012

(hereinafter referred to as the "LESSEE" which expression shall unless inconsistent with the context include his heirs, executors, administrators, representatives and assignees) of OTHER PART;

Whereas as per original indenture dated the 02nd day of Mar-1993 the "Lessor" demised to the "Lessee" all the plot containing by admeasurement area 824.979 Sq.Meter of hereabouts situated at, Nagpur within the limits of the Nagpur Corporation in Tahsil Nagpur, District Nagpur which said plot of the land is more particularly described in the Schedule 'A' hereunder written and with the boundaries thereof for greater clearness delineated on the plan hereto annexed and there on coloured and hatched in Red.

WHEREAS to hold the same for and commencing from the 31st day of AUG-1959 and ending on 31st day of MAR-2019 the said indenture containing a covenant for the renewal of demise on the expiry of the aforesaid term and it being expired.

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(2)

AND WHEREAS in pursuance of the said agreement the 'Lessee'  
SHRI HARISH AMOLCHAND MUNOT

has now requested the 'Lessor' to execute a new lease to him/her in accordance with the said covenant, know all men by these presents that the 'Lessor' here by demises to the 'Lessee' all the aforesaid plot of land.

To hold the same in continuation of the original lease-deed for the second term commencing from the 01st day of APR-2019 and ending on 31st day of MAR-2049 subject to the following conditions:-

TERMS AND CONDITIONS

(a) That, the 'Lessee' shall pay the yearly ground rent of Rs. 1568.00

(Rupees in Word One Thousand Five Hundred Ninety Eight Rupees Only)

on the undivided leasehold share of land and clear of all deduction on or before the first day of June in each year at the office of Nagpur Improvement Trust, Nagpur the 'Lessor', during subsistence/continuance of the lease may revise the ground rent as per policy framed by the Board of Nagpur Improvement Trust, Nagpur as well as Government and shall be binding on 'Lessee' and the 'Lessee' has to pay such enhanced ground rent to the 'Lessor' without any default or demur.

(b) The first of such payment is to be made on the first day of June 2019.

The 'Lessee' at present Pays Rs. 63000.00 as prevailing Corporation Taxes per annum. Total annual average rent is Rs. 64598.00 per annum.

(c) The 'Lessee' shall pay corporation taxes as assessed by the Nagpur Municipal Corporation from time to time, N.A. assessment and any other taxes, levies charges whatsoever.

(d) The 'Lessee' shall not make any excavation upon any part of the said land or remove any stone, sand, gravel, hay or earth there from except for the purpose of forming the foundation or building or for the purpose of executing any work pursuant to the terms of this LEASE and in doing so the LESSEE shall exercises reasonable care to ensure that foundations of any building on the adjoining plots are not hereby adversely affected.

(e) No erection re-erection or alteration shall be made in any building or part thereof on the said land except in accordance with the sanction of the Nagpur Improvement Trust under its Building Regulations and Development Control Rules, nor shall a building be put to any use in contravention of the provisions of any regulation made under clause (b) of section 90 of the Nagpur Improvement Trust Act, 1936.

(f) That, after the expiry of the initial period of 30 years, at the time of every renewal of lease, the LESSEE/ASSIGNEE shall be liable to pay three (3) times minimum of existing ground rent after the expiration of every 30 years lease period in respect of demised plot at the time of renewal. The rate of the ground rent due shall be fixed as per the decision of the Trust/LESSOR.





(3)

(g) The LESSEE/ASSIGNEE shall take the building permission from Appropriate Planning Authority, for the construction of building before starting constructions on the demised land. The construction of the building should be as per the sanctioned plan approved by the Planning Authority. If any permission for multistoried building was granted, in that case, the Deed of Declaration should be in accordance with the sec. 4, 10, 11, 12 of the Maharashtra Apartment Ownership Act, 1970 and got registered.

(h) If the demised land is subjected for the development wherein the LESSEE executes the development agreement with the DEVELOPER/BUILDER under this circumstances after the completion of entire project the re-conveyance deed shall be executed by the DEVELOPER/BUILDER in favour of the LESSEE/ASSIGNEE/SOCIETY/ASSOCIATION as per the provisions of Registration Act and other relevant laws.

Provided any documents related with the lease plot should be registered before the Registrar under the relevant provisions of Registration Act, 1908 shall be treated as a valid document of evidence of title of LESSEE/ASSIGNEE.

(i) The LESSEE shall permit the LESSOR, or any servant of the Nagpur Improvement Trust at all reasonable time of the day during the terms hereby granted to enter into and upon the demised premises and to inspect the site for repairs thereof and if upon such inspection it shall appear that any repairs are necessary the LESSOR may direct the LESSEE to execute the repairs and upon his failure to do so within a reasonable time to execute them at the expense in all respects of the LESSEE.

(j) The LESSEE shall permit the LESSOR or any person nominated by it or any servant or contractor of the Nagpur Improvement Trust, the Nagpur Corporation and Maharashtra State Electrical Board to enter into and upon the demised premises with such workmen, as may be necessary for the purpose of laying repairing or replacing a water pipe line, sewer line or an electric supply line or for any work connected therewith, as also for the purpose of making any connection from the house to those service lines laid in the premises.

(k) The LESSEE shall not disturb or build over or otherwise deal with so as to impair utility without previous permission of the LESSOR on survey marks or sub traverse make existing on the land which are for clearness shown 'Nil' on the plan hereto annexed and which are specified in Schedule W hereunder written.

(l) The LESSEE shall not disturb or build over or otherwise deal with or interfere with any of the service lines, referred to in sub-clause (c) without the previous permission in writing of the authority which laid the service line.

(m) The LESSEE shall not assign transfer or part with the possession of the demised premises so as to cause any sub-division therein or otherwise to alter nature of this present demise.

Provided however, that the LESSOR may subject to such terms and conditions, as it may fix grant permission to the LESSEE to part with permission of the demised premises so as to cause any subdivision therein, otherwise alter the nature of this present demise.

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(4)

Provided further that, where sub-division of the demised plot is permissible as per the rules and LESSEE, with an intention to sub-divide the demised plot and applies for sub-division and the permission to transfer/assign the sub-divide the demised plot and when such permission is granted the LESSEE, shall have to pay 50% of the unearned income if the transfer/assignment is/was made within five years from the date of sub-division of plot, the unearned income shall be payable as per difference between premium paid and the market price of the land prevailing on the date of sale. In case there is dispute regarding market price of sub-divided plot, the decision of the Chairman shall be conclusive and final and binding to the LESSEE.

(n) The LESSEE shall not without the previous permission in writing of the LESSOR, use or allow to be used the premises of the demised land in contravention of the regulation framed u/sec. 90 of the Nagpur Improvement Trust Act, 1936 and Development Control Rules.

(o) The LESSEE, as also the assignee and the mortgagor/mortgagee shall within one month of assignment, mortgage or transfer of the demised premises deliver a notice of such of assignment, mortgage or transfer to the LESSOR setting for the names and description of the parties to every such assignment, mortgage or transfer and particular and the effect thereof.

(o-1) The LESSOR, in case the notice referred to in sub-clause (o) is delivered to it, shall intimate to the LESSEE, assignee, and mortgagee or transferee about arrears of the trust due and its right of re-entry repossession over the demised premises to remedy breach of any or all clauses of condition of lease within a period of the three month of the date of the intimation of that effect.

(p) The LESSEE shall use demised land/plot as per allotment order. If the LESSEE/ASSIGNEE use the demised land other than that of order as per allotment it is to be treated as breach of condition of the Lease Deed under this circumstances the LESSEE/ASSIGNEE shall be liable for action for cancellation of lease including penalty.

(q) This INDENTURE of LEASE the conditions and terms contained therein would be subject to Nagpur Improvement Trust Land Disposal Rules 1983, which has overriding effect and further that if the plot is allotted on concessional rates additional conditions mentioned in Rules 24 would be applicable.

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(r) The decision of the LESSOR or any person it may appoint in this behalf on any question, which may arise, concerning any alleged breach of any of the foregoing clauses shall be final.

(s) The LEASE of demised land shall be suspended or cancelled, if the LESSEE/ASSIGNEE, files any false information/documents regarding title acquired by him/her.



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Provided that if the said rent or any part thereof shall at any time be in arrears and unpaid for one Calendar month next after the date where on the same shall have become due whether they shall have been lawfully demanded or not, as also upon the breach or non-observance by the LESSEE of any of the said conditions, the LESSOR may notwithstanding the waiver of any previous causes or right of re-entry upon the said land and reposes it as if this demise had been made the LESSEE in such case being entitled within three Calendar months from the date of such re-entry.

Provided further that when any cause or right of re-entry arise under the foregoing provision, it shall be lawful for the LESSOR, as the consideration for the non-exercise of the power of re-entry to receive from the LESSEE a sum of money not exceeding Two years ground rent plus interest @ 12% p.a. or as may be decided from time to time shall levied in case of payment of ground rent made after due date i.e. 1st of June of each year.

Provided also that when any cause or right off re-entry arises under the first provision, upon the breach or non-observance of the conditions of clause and sub clauses, thereof in respect of erection or alteration, it shall be lawful for the LESSOR to ask the LESSEE to demolish or alter the unauthorized construction, as it may deem necessary, within reasonable time, as a consideration for the non-exercise of the power of re-entry instead of receiving a sum of money as provided above.

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(6)  
'SCHEDULE "A"'

Plot No. 38 in Industrial Area Improvement Scheme  
N.I.T. Kh.No. 9 Mouza Jattarodi layout/ Precinct  
Nagpur/ Ward No. 11 Division SOUTH Tahsil, and District Nagpur.  
Admeasuring 824.979 Sq.Meter 8880.00 Sq.ft Dimensions are marked on  
plan enclosed.  
Sheet No. 12 City Survey No. 318

USER OF PLOT : WORK-SHOP

Boundaries:-  
NORTH - PLOT NO 37  
SOUTH - PLOT NO 39  
EAST - ROAD  
WEST - 80'RAMBAG ROAD

'SCHEDULE "B"'

NIL

IN WITNESS WHEREOF the parties hereto have set their hands the day and  
year written in each case.

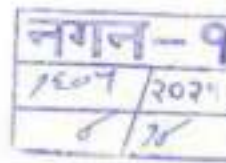
WITNESSES :-



1st Witness :-



  
Executive Officer  
Nagpur Improvement Trust  
LESSOR  
Date 17/2/2024



2nd Witness :-



LESSEE

Date 17/2/2024



## Nagpur Improvement Trust

(Local Planning Authority constituted under Urban Development Department of GOM)  
(www.aunagpur.org)

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Kh. No. 9

Mouza Jattarodi

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I. SHRI HARISH AMOLCHAND MUNOT Age 50 Yrs, Occu. BUSINESS  
R/O PLOT NO.57,SHRIKRUPA,DHANTOLI,NAGPUR 440012

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Whereas as per original indenture dated the 02nd day of Mar-1993 the "Lessor" demised to the "Lessee" all the plot containing by admeasurement area 824.979 Sq.Meter of hereabouts situated at, Nagpur within the limits of the Nagpur Corporation in Tahsil Nagpur, District Nagpur which said plot of the land is more particularly described in the Schedule 'A' hereunder written and with the boundaries thereof for greater clearness delineated on the plan hereto annexed and there on coloured and hatched in Red.

WHEREAS to hold the same for and commencing from the 12th day of AUG-1989 and ending on 31st day of MAR-2020 the said indenture containing a covenant for the renewal of demise on the expiry of the aforesaid term and it being expired.

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AND WHEREAS in pursuance of the said agreement the 'Lessee'  
SHRI HARISH AMOLCHAND MUNOT

has now requested the 'Lessor' to execute a new lease to him/her in accordance with the said consent, know all men by these presents that the 'Lessor' here by demises to the 'Lessee' all the aforesaid plot of land.

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(Rupees in Word One Thousand Five Hundred Ninety Eight Rupees Only)  
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- (b) The first of such payment is to be made on the first day of June 2020.  
The 'Lessee' at present Pays Rs. 63000.00 as prevailing Corporation Taxes per annum. Total annual average rent is Rs. 64598.00 per annum.
- (c) The 'Lessee' shall pay corporation taxes as assessed by the Nagpur Municipal Corporation from time to time, N.A. assessment and any other taxes, levies changes whatsoever.
- (d) The 'Lessee' shall not make any excavation upon any part of the said land or remove any stone, sand, gravel, boy or earth there from except for the purpose of forming the foundation or building or for the purpose of executing any work pursuant to the terms of this LEASE and in doing so the LESSEE shall exercises reasonable care to ensure that foundations of any building on the adjoining plots are not hereby adversely affected.
- (e) No erection re-erection or alteration shall be made in any building or part thereof on the said land except in accordance with the sanction of the Nagpur Improvement Trust under its Building Regulations and Development Control Rules, nor shall a building be put to any use in contravention of the provisions of any regulation made under clause (h) of section 90 of the Nagpur Improvement Trust Act, 1936.
- (f) That, after the expiry of the initial period of 30 years, at the time of every renewal of lease, the LESSEE/ASSIGNEE shall be liable to pay three (3) times minimum of existing ground rent after the expiration of every 30 years lease period in respect of demised plot at the time of renewal. The rate of the ground rent due shall be fixed as per the decision of the Trust/LESSOR.

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(3)

(g) The LESSEE/ASSIGNEE shall take the building permission from Appropriate Planning Authority, for the construction of building before starting constructions on the demised land. The construction of the building should be as per the sanctioned plan approved by the Planning Authority. If any permission for multistoried building was granted, in that case, the Deed of Declaration should be in accordance with the sec. 4, 10, 11, 12 of the Maharashtra Apartment Ownership Act, 1970 and got registered.

(h) If the demised land is subjected for the development wherein the LESSEE executes the development agreement with the DEVELOPER/BUILDER under this circumstances after the completion of entire project the re-conveyance deed shall be executed by the DEVELOPER/BUILDER in favour of the LESSEE/ASSIGNEE/SOCIETY/ASSOCIATION as per the provisions of Registration Act and other relevant laws.

Provided any documents related with the lease plot should be registered before the Registrar under the relevant provisions of Registration Act, 1908 shall be treated as a valid document of evidence of title of LESSEE/ASSIGNEE.

(i) The LESSEE shall permit the LESSOR, or any servant of the Nagpur Improvement Trust at all reasonable time of the day during the terms hereby granted to enter into and upon the demised premises and to inspect the site for repairs thereof and if upon such inspection it shall appear that any repairs are necessary the LESSOR may direct the LESSEE to execute the repairs and upon his failure to do so within a reasonable time to execute them at the expense in all respects of the LESSEE.

(j) The LESSEE shall permit the LESSOR or any person nominated by it or any servant or contractor of the Nagpur Improvement Trust, the Nagpur Corporation and Maharashtra State Electrical Board to enter into and upon the demised premises with such workmen, as may be necessary for the purpose of laying repairing or replacing a water pipe line, sewer line or an electric supply line or for any work connected therewith, as also for the purpose of making any connection from the house to those service lines laid in the premises.

(k) The LESSEE shall not disturb or build over or otherwise deal with so as to impair utility without previous permission of the LESSOR on survey marks or sub traverse make existing on the land which are for clearness shown 'Nf' on the plan hereto annexed and which are specified in Schedule 'B' hereunder written.

(l) The LESSEE shall not disturb or build over or otherwise deal with or interfere with any of the service lines, referred to in sub-clause (c) without the previous permission in writing of the authority which laid the service line.

(m) The LESSEE shall not assign transfer or part with the possession of the demised premises so as to cause any sub-division therein or otherwise to alter nature of this present demise.

Provided however, that the LESSOR may subject to such terms and conditions, as it may fix grant permission to the LESSEE to part with permission of the demised premises so as to cause any subdivision therein, otherwise alter the nature of this present demise.

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(4)

Provided further that, where sub-division of the demised plot is permissible as per the rules and LESSEE, with an intention to sub-divide the demised plot and applies for sub-division and the permission to transfer/assign the sub-divide the demised plot and when such permission is granted the LESSEE shall have to pay 50% of the unearned income if the transfer/assignment is/was made within five years from the date of sub-division of plot, the unearned income shall be payable as per difference between premium paid and the market price of the land prevailing on the date of sale. In case there is dispute regarding market price of sub-divided plot, the decision of the Chairman shall be conclusive and final and binding to the LESSEE.

(n) The LESSEE shall not without the previous permission in writing of the LESSOR, use or allow to be used the premises of the demised land in contravention of the regulation framed u/sec. 90 of the Nagpur Improvement Trust Act, 1936 and Development Control Rules.

(o) The LESSEE, as also the assignee and the mortgagor/mortgagee shall within one month of assignment, mortgage or transfer of the demised premises deliver a notice of such of assignment, mortgage or transfer to the LESSOR setting for the names and description of the parties to every such assignment, mortgage or transfer and particular and the effect thereof.

(o-1) The LESSOR, in case the notice referred to in sub-clause (o) is delivered to it, shall intimate to the LESSEE, assignee, and mortgagee or transferee about arrears of the trust due and its right of re-entry repossession over the demised premises to remedy breach of any or all clauses of condition of lease within a period of the three month of the date of the intimation of that effect.

(p) The LESSEE shall use demised land/plot as per allotment order. If, the LESSEE/ASSIGNEE use the demised land other than that of order as per allotment it is to be treated as breach of condition of the Lease Deed under this circumstances the LESSEE/ASSIGNEE shall be liable for action for cancellation of lease including penalty.

(q) This INDENTURE of LEASE, the conditions and terms contained therein would be subject to Nagpur Improvement Trust Land Disposal Rules 1983, which has overriding effect and further that if the plot is allotted on concessional rates additional conditions mentioned in Rules 24 would be applicable.

(q-1) The plot is allotted on the concessional premium and hence condition as described under Rules 24 of the Nagpur Improvement Trust Land Disposal Rules, 1983 and as may be imposed by the Chairman shall be applicable.

(r) The decision of the LESSOR or any person it may appoint in this behalf on any question, which may arise, concerning any alleged breach of any of the foregoing clauses shall be final.

(s) The LEASE of demised land shall be suspended or cancelled, if the LESSEE/ASSIGNEE, files any false information/documents regarding title acquired by him/her.





(5)

(i) The LESSEE/ASSIGNEE shall have rights to transfer/assign/convey the leasehold rights of demised plot.

The LESSOR covenants that the LESSEE paying the rent thereby reserved and performing and observing the conditions herein contained shall peaceably hold and enjoy the said land during the said term without any lawful interruption or disturbance by the LESSOR or any person lawfully claiming through it.

Provided that if the said rent or any part thereof shall at any time be in arrears and unpaid for one Calendar month next after the date where on the same shall have become due whether they shall have been lawfully demanded or not, as also upon the breach or non-observance by the LESSEE of any of the said conditions, the LESSOR may notwithstanding the waiver of any previous causes or right of re-entry upon the said land and reposes it as if this demise had been made the LESSEE in such case being entitled within three Calendar months from the date of such re-entry.

Provided further that when any cause or right of re-entry arise under the foregoing provision, it shall be lawful for the LESSOR, as the consideration for the non-exercise of the power of re-entry to receive from the LESSEE, a sum of money not exceeding Two years ground rent plus interest @ 12% p.a. or as may be decided from time to time shall levied in case of payment of ground rent made after due date i.e. 1st of June of each year.

Provided also that when any cause or right off re-entry arises under the first provision, upon the breach or non-observance of the conditions of clause and sub clauses, thereof in respect of erection or alternation, it shall be lawful for the LESSOR to ask the LESSEE to demolish or alter the unauthorized construction, as it may deem necessary, within reasonable time, as a consideration for the non-exercise of the power of re-entry instead of receiving a sum of money as provided above.

(ii) That, in case of any dispute between the LESSOR AND LESSEE regarding the breach of any term or condition of the Lease Indenture, the decision of the Chairman of LESSOR shall be final and binding on the parties.

(iii) The LESSEE/ LESSESS, has/have read and understood the provisions of the Land Disposal Rules and agrees to abide by the provisions of Land Disposal Rules 1983, terms and conditions of this lease and the Resolutions passed/Policies framed by the LESSOR from time to time.

The LESSOR further covenants that, after the expiry of lease period, lease may be renewed as per the prevailing Rules & Regulations and policies framed by Nagpur Improvement Trust, Nagpur at the time of subsequent lease renewal.

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(6)

'SCHEDULE 'A''

Plot No. 39 in Industrial Area Scheme  
N.I.T. Kh.No. 9 Mouza Jatarodi layout/ Precinct  
Nagpur / Ward No. 11 Division SOUTH Tahsil, and District Nagpur.  
Admeasuring 824.979 Sq.Meter 8880.00 Sq.ft Dimensions are marked on  
plan enclosed.  
Sheet No. 12 City Survey No. 318  
USER OF PLOT: WORK-SHOP

Boundaries:-  
NORTH - PLOT NO.38  
SOUTH - PLOT NO.40  
EAST - ROAD  
WEST - 80' RAMBAGH ROAD

'SCHEDULE 'B''

NIL

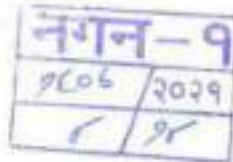
IN WITNESS WHEREOF the parties hereto have set their hands the day and  
year written in each case.

WITNESSES :-



1st Witness :-

Executive Officer  
Nagpur Improvement Trust  
LESSOR  
Date 17/2/2024



2nd Witness :-



LESSEE

Date 17/2/2024

