



O.S. R. -/8/-

This Indenture made the 14th day of August 30 ~~1930~~¹⁹³¹ between The Secretary of State for India in Council (hereinafter called the Secretary of State) of the one part and Messrs Juggi Lal Vamlapat (hereinafter called the Lessees) of the other part. Whereas by virtue of rules made under section 280 of the Cantonment (hereinafter called the Cantonment Authority) has agreed on behalf of the Secretary of State with the confirmation of the Government of India in the Army Department to ~~demise~~ demise the plot of land hereinafter described to the lessee in manner hereinafter appearing. Now ~~On~~ This Indenture Witnesseth that in consideration of the rent hereinafter reserved and of the covenants on the part of the ~~lessee~~ lessees hereinafter contained the Secretary of State doth hereby demise unto the lessees all that plot of land containing by admeasurement 10.06 acres (Ten decimal Zero Six acres) situate at Harisganj in the Cantonment of Cawnpore 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~~ coloured pink together with all rights easements and appurtenances whatsoever to the said plot of land belonging or in any wise appertaining excepting and reserving unto the Secretary of State all mines minerals mineral substances of every description sand and clay in or under the premises hereby demise 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 ~~xx~~ removing enjoying the same making the lessees reasonable compensation for all damage done. To hold the premises hereby demised unto the lessees in the perpetuity from the first day of April 1930 rendering therefor the yearly rent of Rupees Thirty nine anna one and pice six only (Rs.39/1/6) clear of all deductions by equal half yearly payments on the 1st day of April and the 1st day of October each year at the office of Cantonment Authority or such other place as the Cantonment Authority shall from time to time appoint in this behalf the first of such payments to be made on the first day of April ~~1930~~ 1930. 1. And the Lessees do hereby covenant with the Secretary of State :- (1) To pay unto the Secretary of State the yearly rent hereby reserved on the days and in the manner hereinbefore appointed. (2) From time to time and at all times to pay and discharge all rates taxes charges and assessments of every description which or now or may at any time hereafter be imposed charged or assessed upon the premises hereby demised or the buildings to be erected therefrom on the landlord or tenant in respect thereof. (3) Not to make any excavations in the land hereby demised or remove any mineral substances of any description sand ~~xx~~ or clay from the said land without the consent of and in accordance with the terms and conditions prescribed by the Cantonment Authority. (4) Not to make any alterations in the plan or elevation of the said premises without such consent as aforesaid ~~and~~ nor to carry on any offensive trade in the premises. (5) At all times to keep the said premises in good and substantial repair and on the determination of this lease peaceably to yield up the same in such good and substantial repair unto the Secretary of State. (6) Upon every assignment transfer or sub-lease of the premises hereby demised or ~~by~~ any part thereof or within one calendar month thereafter to deliver a notice of such assignment transfer or sub-lease to

the Military Estates Officer sitting forth the names and description of the parties to every such assignment transfer or sub-lease and the particulars and effect thereof. II. Provided always that if any part of the rent hereby reserved shall be in arrears or unpaid for one calendar months next after any of the days 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 Cantonment Authority any breach by the lessees or by any person claiming through or under them of any of the covenants or conditions hereinbefore contained then and in every such case the Secretary of State may not withstanding 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 buildings shall remain to the use of and be vested in the Secretary of State and this demise shall absolutely determine and the lessees shall not be entitled to any compensation whatever. III. Provided also that the rent of the premises hereby demised shall be subject to revision at the end of each successive period of not less than thirty years but the increment if any shall in no case exceed fifty percent of the rent payable during the period immediately preceding the period in respect of which such revision is made. IV. Provided also that the expressions Secretary of State and Lessees 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 : House No. 256, South : Portion of site old No. 19 Ganges Flour Mill and Grand Trunk Road. East : Open land and Colvin Road. West : Open Land. Name and description of Officer signing. Signed by Captain J.E. Cobbet Executive Officer Cantts. Cawnpore by the order

for

and direction of the Governor General of India in Council acting in the premises for and on behalf of the Secretary of State in the presence of B.Hamiduddin sd.Hamiduddin Signature of Officer signing sd.J.E. Cobbet Captain (Witness signature address description) sd.Hamiduddin 2nd Clerk Cantt.Office,Cawnpore (Name of Lessees) 1. First witness, signatures address description. Signed by the above named Messrs Juggilal Kamlapat Signature of Lessees sd.Kamlapat (Second witness signature address description) in the presence of B.Hamiduddin 2nd Clerk, Cantonment Office Cawnpore and Mahmood Ahmad Daftor Cantonment Office, Cawnpore ~~sd.Hamiduddin~~ sd.Mahmood ~~sd.Ahmad~~ Ahmad. One Special Adhesive worth -/8/- with seal of Superintendent of Stamp U.P. dated 10.7.1930. Registration fee 0-4-0 + Copying fee 2-8-0 = 2-12-0 words 2000. Presented by B.Kamlapat son of Juggi Lal ~~sd.Vaishya~~ Vaishya occupation Merchant resident of Chataim Mohal Cawnpore at the office of the Sub-Registrar of Cawnpore this 14th day of August 1930 between the hours of 12 & 1 P.M. sd.Sayed Asad Ali P.S.R. 14.8.30. Execution ~~sd.B.Kamlapat~~ admitted by ~~sd.B.Kamlapat~~ B.Kamlapat additions as above who is personally known to me. This document consists of four folios & a plan only sd.Saiyed ~~sd.Asad Ali~~ Asad Ali P.S.R. 14.8.1930 sd.Kamlapat sd.Saiyed Asad Ali P.S.R. 14.8.30. Having satisfied myself that this deed was executed by Captain J.E.Cobbet I.A. Executive Officer Cantonment Board,Cawnpore in his official capacity his attendance and signature are dispensed with and this deed is admitted to registration sd.Saiyed Asad Ali P.S.R.14.8.1930.Registered as No.2085 in book I Volume 679 on pages 364 to 368 this 14th day of August 1930 sd.Hasman Das S.R.

Read by - *[Signature]*

Compare-d by *[Signature]*

TRUE COPY

S. R.

48-207

सत्य - प्रतिलिपि

[Signature]

अति.से.महाल

केन्द्रीय अभिलेख, नगर, विवरण, विभाग

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COPY OF SURVEY PLAN

SITEN: 99

Scale 1/6 mm

LESSEE KANLAPAT



BOUNDARIES

NORTH - HOUSE NO. 356 OF

KANOLI LAC

SOUTH - PORTION OF SITE N. 99

ST. ROAD

EAST - OPEN LAND &

COLVIN ROAD

WEST - OPEN LAND &

RAILWAY BOUNDARY

SITEN - 99/55 CHAN

ST. ROAD

ST. STREET

ST. ROAD

A. C. NIGAM

Draftsman

Registrar Office Camp

सत्य - प्रतिलिपि

M

अभिनेता

राष्ट्रीय अभिलेखागार निगम, दिल्ली