

IMMEDIATE

No.19/4/Reqn/L&C
Government of India
Ministry of Defence (ML&C DTE)
New Delhi dated 2 July 1973

To

The Deputy Director (4 copies)
Military Lands & Cantonments
HQrs. Central Command, Lucknow
HQrs. Eastern Command, Kolkatta
HQrs. Northern Command, C/o 56 APO
HQrs. Southern Command, Puna
HQrs. Western Command, Simla.

SuB : AMENDMENT TO HIRING FORM SCHEDULE-E 3 B.

In the light of the experience gained and to remove all inpediments in the hiring of buldings, HF 3/B has been substantially amended by the Government. Two forms have now been provided. HF 3/B to be utilized in cases where rent Control Law is in force and HF 3B/1 where Rent Control Law is not in force. In all further hiring, the Lease agreement shall be drawn up in the new forms, copy of which are enclosed herewith.

Director
Military Lands & Cantonments.

copy to :-

1. AD ML&C Shillong } along with the modified Hiring Form.
2. ALL MEO/SHBO }
3. ALL Outstation AMEOS }

N.O.O

Copy to:-

D (Q&C) - with reference to their U.O. No. 3166/D (Q&C)
dt 12 Jun 73

Min of Fin (Def) - with reference to their u.o. No. 789/W/VI/dt 18 May 1973.

The Controller Gen of Defence Accounts- With reference to their u.o No.
18123/ATS/PC dt 11 may 1973.

Copy also to:-

D (Lands), D (Air-II), D (Fy-1), D (W-II), D (N-IV), D (PA), D (FY-II).

PTO.

SCHEDULE: 3-B

(Agreement for hiring of buildings in areas where Rent Control Law is in Forces)

THIS DEED OF LEASE MADE THIS _____ day of _____ between _____ son of _____ by caste _____ by occupation _____ at present residing at _____ (hereinafter referred to as the Lessor/Lessors which expression shall unless excluded by or repugnant to the context be deemed to include his/her/their respective heirs, executors, administrators legal representatives and assigns) of the one part And the President of the India (Hereinafter referred to as the Lessee) of the other part.

1. WHEREBY it is agreed and declared as follows:- In consideration of the rent hereinafter reserved and of the other conditions here in contained the Lessor/ Lessors has/have agreed to let and hereby let (s) to the Lessee the Urban/Rural land, hereditaments and premises know as _____ situated at _____ and consisting or _____ together with all the buildings and erections trees, fixtures and fittings standing and being thereon (hereinafter called at the said premises) more particularly descried in Schedule "A" here to and marked with _____ line on the plan attached to these presents.
2. THE lease shall commence on the _____ day of _____ 19 and shall subject to term hereof arntinue for a term of 5 year with an option to the Lessee to renew the lease for a further term as set out in clause 13 hereof.
3. (i) The Lessee shall subject to the terms hereof pay rent for the said premises at the rate of Rs. _____ Per month, payable monthly by the 10th day of the succeeding month. In the event of the term hereby created being terminated as provided by clauses 2 and 10 hereof the Lessee shall pay only a _____ para of the rent for the fraction of the current month upto the date of such determination.

(ii) The Lessor shall submit a pre-receipted bill in triplicate for the rent due, at lease on ten days before the date stipulated in clause 3. In the event of his/her/their failure to submit the pre-receipted bill or to preset himself/herself/themselves or depute his/her/their representative to receive rent, the Lessee may remit the same by a cheque crossed Account payee by registered post, which would be demand to be the payment of rent by the Lessee. The payment of rent may also be made by money order at the risk, responsibility and expense of the Lesson.
4. The said premises shall be demand to include the fixtures and fittings existing thereon as shown on Schedule 'A' above referred to, and the Lessee shall, upon the expiration of the term hereby created or any renewal thereof and subject to clause 10 here to, yield up to the said premises including fixtures and fittings/ as good condition as received, fair wear and tear, damage by fire, Acts of God, riots or other Vil commotions, enemy action and/or other casues not within the control of the Lessee excepted, PROVIDED that the Lessee shall not be responsible for any structural damage which may occur to the same during the term hereby created or any renewal therof.
5. The Lessee shall be entitled to use the said premises for any purpose whatsoever during the continuance of the tenancy.
6. THE Lessor/Lessors shall pay all rates, taxes assessments, charges and other outgoing whatsoever of every description which under the Statute are primarily leviable upon the Lessor and shall keep the premises free from all encumbrances and interference in this behalf. Rates and taxes primarily leviable upon the occupier shall be paid by the Government.

7. THE Lessee shall pay all charges in respect of electric power, light, gas and water used on the said premises during the continuance of these presents.

8. THE Lessor shall at all times during the occupation of the said premises by the lessee at his/her/their own expenses:-

(i) Keep in good, tenantable and substantial repairs and condition to the satisfaction of the Lessee all buildings and premises and outer wall, roof and outside of the buildings, the drains, cisterns gas and water pipes, electric and other installation compound walls and fences thereunto belonging and all fixtures and additions thereof, and,

(ii) Execute any works which shall be necessary to keep the said premises in good sanitary repairs and condition PROVIDED THAT in the event of the Lessor failing to execute such repairs and/or works within fifteen days after written notice by the Lessee to the satisfaction of the Lessee, the Lessee shall have the right either to execute the necessary repairs and/or works at the cost of the Lessee and to dedute the full cost (including supervisory and/or departmental expenses) from any sum due to the Lessee under this deed without prejudice to any other rights and remedies of the Lessee subject to the condition that the amount to be deducted shall in no came exceed, the amount of rent which can be deducted in a year for the purpose under the Rent.Control Law applicable to the property or one months rent which ever is more or to consider the lease by the fact of such failure to be null and void, PROVIDED FURTHER THAT where in the opinion of the Lessee or its duly accredited representative in order to safeguard the said property or the sefcty or health of the occupants thereof the immediate execution of repairs of the nature referred to above is essential or where in the opinion of the Lessee it is against public interest to allow entry into the premises by the Lessore, his agents or workmen to carry out the requisite repairs the Lessee shall be at liberty to execute such repairs the expenses from any sum due to the Lessee under this deed or condition that the amount so to be deduted shall in no case exceed the amount of rent which can be deducted in a year for this purpose under the Rent control Law applicable to the property or one months rent whichever is more.

9. THE Lesses may at any time during the term hereby created and any renewal thereof make such structural alterations to the existing building and erect upon the said premises such buildings or installations on other works and install there in such fittings and fixtures as it may think it. The same structural state and condition of repair as they were at the commencement of this lease.

10. THE Lessee shall be released from paying any rent in respect of the whole or any such part of the said premises as might be rendered uninhabitable by fire. Acts of God, riots or other civil commotion enemy action and/or other causes not within the control of the Lessee and in such cases the rent payable hereunder shall be accordingly apportioned or the option the Lessee shall have power to terminate presents forthwith, without prejudice to its right

11. THE Lessee shall not be liable for the loss of profit or loss of goodwill arising from its occupation of the said premisers or for any amount of compensation in respect of the said premises other than the rent payable as aforesaid and the Lessor shall make no claim in respect thereof.

12. THE Lessor agree with the Lessee that the Lessee paying she rent hereby reserved and observing and performing the conditions and stipulations herein contained on the Lessee part to be conserved and performed shall peacefully held an d enjoy the said premises during the said term and any renewal thereof without any interruption or disturbance from or by the Lessor or any person claiming by, through or under her/him/them.

13. IF the Lessee shall be desirous of taking a renewed lease of the said premises after expiration of the term hereby granted and of its such desire shall deliver to the lessor or leave for her/him/them or send by registered post to her/him/them at her/his their last known place of abode or before the expiration writing not less than-----

14. THE Lessee shall be entitled to terminate the lease at any time by giving to Lessor one month's previous notice in writing of his intention so to do.

15. ANY notice to be made or given to the Lessee under those presents or in connection with the said premises shall be considered as duly given if sent by the Lessor through the post by registered letter addressed to the Military Estates Officers on behalf of the Lessee and any notice to be given to the Lessor shall be considered as duly given if sent by the Military Estates Officers on behalf of the Lessee through the post by a registered letter addressed to the Lessor (or if there shall be more than one Lessor to any of them) at his/her/their last known place of abode. Any demand or notice sent by the post in either case shall be assumed to have been delivered in the usual course of post.

16. SUBJECT as hereinbefore otherwise provided, all powers to be given and all other acts to be taken on behalf of the Lessee may be given or taken on behalf of the Lessee by _____ or any officer for the time being entrusted with the functions, duties and powers of the said _____.

SCHEDULE ABOVE REFERRED TO

- NORTH BY
- SOUTH BY
- WEST BY
- EAST BY

In witness whereof these presents have been executed by the Lessor and the _____ for and on behalf of the President the day and year first above written.

SIGNED BY THE ABOVE NAME

_____, Lessor in the presence of

WITNESS

- 1. _____
- 2. _____

SIGNED FOR and on behalf of the President by _____ in the presence of

WITNESS

- 1. _____
- 2. _____

