



GOVERNMENT OF MEGHALAYA
OFFICE OF THE DEPUTY COMMISSIONER
EAST KHASI HILLS, SHILLONG



Certificate No. 1706/INC - DEL/F/2021/8.

LEASE AGREEMENT.

WHEREAS SHRI/SMTI **DORITA WANN** (herein called "the Lessee") applied for a lease / renewal of a lease of the land : **PLOT NO.74(28), OLD UMLYNGKA, FRUIT GARDEN, UPPER SHILLONG** (hereafter called "the said Government of Meghalaya (hereinafter called "the Government") has agreed to grant/renew the lease.

NOW AFTER a permanent, heritable and transferable right of use and occupancy in the said land is hereby granted to the Lessee, his / her heirs, representatives, assigns subject to the condition(s) superseding the conditions of expired lease hereinafter set forth; and the said land is aforesaid, hereby leased to the lessee, his / her heirs, representatives and assigns for the purpose of **Residential for 30 years w.e.f. 1st April, 2008.**

THE CONDITIONS ABOVE REFERRED TO ARE AS FOLLOWS:-

1. That the Lessee shall pay annually, rent at the rate of **Rs. 494/-** per hectare The annual rent for the said land amounting to **Rs. 22.63/-** (Rupees Twenty two and Sixty three paisa) only shall be paid to the Deputy Commissioner, Shillong always before the 31st day of March of every year.
2. That the rent hereinafter reserved is subject to reasonable revision after a period of every three years as may be fixed by the Government.
3. If the rent remains unpaid after the last day of April, a penalty at the rate of 25 per cent of the total rent payable, shall be paid by the Lessee, and the arrear and the penalty shall be recoverable under the Public Demand Recovery Act (Bengal Act III of 1913) as in force in Shillong.
4. That if the land is utilised not for the purpose it was leased out without the permission of the Deputy Commissioner it will deem to be a breach of the lease terms liable to be determined under Clause 19 of the Agreement.
5. That if the land is not put into use within a period of ten years from the date of issue of the lease, the Government reserves the right to cancel the lease, and to take over the land and dispose it off in the manner the Government deems it fit.
6. That on the said land being surrendered under Clause 5 the Government shall pay compensation for the building and other structures including trees planted and raised by the Lessee at an amount as may be valued by the Deputy Commissioner.
7. That the Lessee shall at his / her own cost erect substantial boundary marks on the said land as may be directed by the Deputy Commissioner or his representatives.
8. That in case a dispute arises regarding the boundaries the Deputy Commissioner or his representatives shall cause the boundary marks to be erected, if necessary, after survey and the cost of erection of the boundary marks shall be borne by the Lessee. The decision of the Deputy Commissioner in this regard shall be final and binding.



9. That in case it is found that the Lessee has encroached upon or occupied any excess land without valid authority he / she will be liable to ejection according to the process of law.
10. That the Lessee shall not cut down or otherwise destroy any tree standing on the said land without permission of the Deputy Commissioner or any other person authorised by the Government.
11. That the right of Government is reserved to all quarries all mines, mineral, oils, and to all buried treasure lying in or under the said land with full liberty at all times to search for and work the same, paying to the Lessee, his / her heirs, representatives and assigns only such compensation for any damage done to the surface of the said land as may be estimated by the Deputy Commissioner.
12. That the Lessee shall not:-
 - (a) construct any building, shed or other structure, or
 - (b) alter the external structure of any building erected on the said land without prior permission of the Deputy Commissioner.
13. That the Deputy Commissioner shall have the right to issue directions regarding the construction, design and maintenance of any building, walls, gates and frontage that may be erected on the said land and in case the Lessee fails to comply with any such directions the work shall be got done by the Deputy Commissioner at the cost of the Lessee.
14. That the Lessee shall be responsible for the due payment of taxes, rates, cesses or fees imposed by Government from time to time and as may be applicable to the said land or on buildings to be erected thereon.
15. That the Lessee shall:-
 - (a) be responsible for keeping the buildings and other structures erected on the said land in a safe, good and substantial repair condition.
 - (b) keep the said land and buildings and other structures erected thereon in a clean, sanitary, and wholesome condition with adequate provision or arrangement for sewerage or right of way of drains, etc., to public sewerage system.
16. Without previous consent and approval in writing of the Deputy Commissioner granted with the concurrence of the Government, the Lessee shall not transfer, assign, sublet or part with the possession of the land leased or any portion thereof.
17. Any person succeeding to the said land or any part of it by purchase, inheritance or otherwise to the estates conferred in this lease; shall within six months from the date of taking possession apply to the Deputy Commissioner for registration of his / her name as such successor and of the nature and extent of the interest in respect of which the application is made. A fee of Rs. 7.50p (Rupees seven and fifty paise) only, shall be paid along with the application. In case the successor fails to apply in time he /she shall pay a penalty of 50 (Rupees fifty) only; the fine being recoverable as if it were an arrear of Land Revenue. Provided that for good and sufficient reason the said period may be extended by the Government.
18. That in case the said land or a portion thereof is required for public purpose, Government reserve the right to resume the property or a portion thereof as the case may be at any time on payment of compensation for the structures and the lease hold right for the remaining period of the lease as may be assessed and determined by the Deputy Commissioner in the spirit of the Land Acquisition Act 1984 (as amended) and RFCT-LARR Act, 2013 (as amended).
19. That on determination of the term of this lease, his / her heirs, representatives and assigns shall have the first offer of renewal thereof on terms to be fixed by the Government and that, if such offer is refused, the Lessee's interest, or that of his / her heirs, representatives and assigns and the interest of any one holding through or under him, his / her heirs, representatives and assigns as tenant, mortgagee or otherwise shall absolutely cease and determine.

20. That in case of breach of any condition of this lease by the Lessee or any person claiming through him / her the lease shall be determined and the Government shall have the right to re-enter the property.

21. That for the purpose of enforcing the terms and conditions of this lease the Deputy Commissioner, his officer or any other officer specified by the Government in this behalf shall have access to the premises and the Lessee shall offer every reasonable facility thereof.



Signed by:- Miss Isawanda Laloo, I. A. S.

Deputy Commissioner,
East Khasi Hills District,
Shillong.

for and on behalf of the Governor of Meghalaya (Lessor).

I undertake to abide by the terms and conditions and I subscribe my hand and seal in token thereof on this the 31st day of January, 2022.

[Renewed/Mutated vide Mutation/Deletion/Inclusion Case 1706/INC-DEL/F/2021/8].

Signed by:-

Smt. W. Nongbri
(Lessee)

Witnesses:

1 Smt. M. Lakiang, ADC
Additional Deputy Commissioner (Rev)
East Khasi Hills District
Shillong

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SCHEDULE

Area of the Land : 458.01 SQ.Meter more or less
Plot No. : 74(28).
Location : Old Umlyngka, Fruit Garden, Upper Shillong.

BOUNDARIES

North: P.W.D. Road and Public Footpath.
East: Plot No. 74(26) leased to Smti. W. Nongbri and Plot No. 74(35) leased to Naphilabet Syiem.
South: Plot No. 74(29) leased to Shri. Terry Kupar Kyndiah.
West: P.W.D. Road.