

**BEFORE THE PRINCIPAL BENCH, NATIONAL  
GREEN TRIBUNAL, NEW DELHI  
ORIGINAL APPLICATION No. 65/2021**

**IN THE MATTER OF:**

“News item published in The Times of India dated 28.02.2021 titled  
“Delhi: Man charred to death as illegal factory catches fire”

**NDOH:- 31.08.2021**

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<b>1.</b>	Report of Committee constituted by this Hon'ble Tribunal vide order dated 02.03.2021.	

Filed by

(Delhi Pollution Control Committee)

New Delhi:  
Dated: 24.08.2021

**Before the National Green Tribunal Principal Bench, New Delhi**

Original Application No. 65/2021

**Sub : Report of Committee in compliance of Hon'ble NGT order issued on 02.03.2021 in respect of news items published in the TIMES OF INDIA dated 28.02.2021. Title "Daily :- Man Charred to death as illegal factory catches fire".**

**Background :**

The Hon'ble NGT (PB) passed order on 02.03.2021 in the matter of OA No. 65/2021 regarding news items published in the TIMES OF INDIA dated 28.02.2021. Titled "Daily :- Man Charred to death as illegal factory catches fire". The relevant part of order is given below:

*"While directing issuance of notice to the CPCB, the DPCC, the North Delhi Municipal Corporation and the District Magistrate, North Delhi by e-mail, we constitute a five-member joint committee comprising CPCB, DPCC, Director Industrial Safety, Delhi the North Delhi Municipal Corporation and District Magistrate, North Delhi. The nodal agency for coordination and compliance will be the CPCB and the DPCC. The joint Committee may visit to the site and give its report about the cause of the incident, the extent of damage caused, the extent of compensation required to be paid for damage to the environment as well as for loss of lives, injuries and steps required to be taken for preventing any such occurrence in future within one month. Except for visit to the site at least once, the Committee will be free to conduct its proceedings online. It will be free to take the assistance from any other expert/organization. The Committee may suitably interact with the stakeholders and, apart from the "Indian Express" dated 01.07.2020 titled "Tamil Nadu Neyveli boiler blast: 6 dead, 17 injured."*

2. In compliance of the Hon'ble NGT order, committee was constituted and inspection of the site was made on 09.04.2021. The details of the committee members are as below:

1. Shri Y. N. Mishra, Scientist 'C', Central Pollution Control Board
2. Shri Krishan Kumar, Env. Engineer, Delhi Pollution Control Committee
3. Sh. Rajender Atwal, Divisional Officer, Delhi Fire Service
4. Shri Pinkesh Kumar, Deputy Director, Industrial Safety & Health, Labour Department
5. Shri Rajender Kumar, Administrative Officer, City-SP Zone, North Delhi Municipal Corporation
6. Shri Devender Kumar, Executive Magistrate, Kotwali, Revenue Department
7. Shri Mithlesh Kumar, Sub-Inspector, Gulabi Bagh Police Station, Delhi Police

**Observations of the Committee during inspection:**

- a. During inspection, nothing was seen except burnt materials on the site and no responsible person was available at the site however with the help of other Government departments only one person i.e. Sh. Sanjay Prashad, the owner of the unit which was engaged in the activity of nail polish/lipsticks, could be contacted.
- b. Fire incident was occurred on 27.02.2021 at 03.34 a.m. at first floor of the premises located at Shri Swastic Silicate Mills, 10 Ram Bagh, Kishan Ganj, Delhi -110 007. The fire started from the room, which was being used for manufacturing of cosmetic items like Lipstick/Nail Polish.
- c. The premises at 10 Ram Bagh, Old Rohtak Road, New Delhi belongs to M/s. Gujranwala Gurukul Trust Society (a society registered under the Society Registration Act). A lease agreement dated 13.6.1979 (annexed as Annexure-I) made between M/s. Shree Swastika Silicate Mills, 18 UB Jawahar Nagar, Delhi -110 007 through its partner Smt. Prem Lata Gupta w/o Sh. J.P. Gupta And M/s. Gujranwala Gurukul Trust Society (a society registered under the society registration act) through its president Sh. Sukhdev Mehta (owner of the said property).



- d. The said property was again rented out on 18.4.2001 and agreement was made between M/s. Gujranwala Gurukul Trust Society (a society registered under the Society Registration Act) through its Hon'ble Secretary Smt. Renu Mehta wife of Shri Vinay Mehta (landlord of the said property), 10 Ram Bagh, Old Rohtak Road, New Delhi and M/s. Shree Swastika Silicate Mills , 18 UB Jawahar Nagar, Delhi -7 through Mrs. Veena Gupta as a tenant.

In the said agreement, the tenant has been further entitled to sub-let, assign or otherwise part with possession of the tenanted premises either in full or in part to anyone on any condition which may be deemed fit by it and the landlord shall not object the same in any manner. The said agreement dated 18.4.2001 is annexed as Annexure-II.

- e. Further **Sh. Vijay Gupta c/o M/s. Shree Swastika Silicate Mills , 18 UB Jawahar Nagar, Delhi -7**, rented out the said premises to following three persons/companies for commercial use:

Sl No.	Name and address of the rented Company/person	Details of the rented premises/room no.	Activity of the unit	Tenure of the rent agreement
1.	Sh. Heera Lal Raheja s/o Sh. Sh. Paras Ram Raheja, resident of K-6, 2 <sup>nd</sup> floor, Partap Nagar, 10, State bank of India, Sadar Bazaar, Delhi	Room no. 108	Trading of school bags(Godown)	01.12.2020 to 1.12.2022
2.	Sh. Sanjay Prashad son of Sh. Ram Prashad, resident of A-175, S.K.-1, Sector-93, Gautam Buddha Nagar, Noida, Uttar Pradesh- 201301	104, 105 and 106	Manufacturing of lipstick/nail polish	1.10.2019 to 1.10.2022
3.	Mrs. Babita Mishra wife of Sh. Deepak Kumar Mishra(C/o ADG Canvas Pvt. Ltd.,) resident of House no. 34, first floor, I-Block, Gali no.35, Mahendra Park, Adarsh Nagar, New Delhi-110 033	102, 103, 109 and 110	Trading of rexin Automobile cover(Godown )	01.08.2019 to 09.02.2020

- f. The said premises is located in residential area, which is not as per Master Plan of Delhi (MPD). The premises consisted of ground floor, first floor and terrace covered with tin shed. The total area of the premises around 1000 square meter approximately. The ground floor found used as Godown by M/s. Delhi U.P. Madhya Pradesh Transport Company.
- g. The first floor was comprised of total 14 rooms of different sizes and it was reported by the nearby residents (refused to reveal their identities) that the fire was started from the room, which was used for manufacturing of Lipstick/Nail Polish. Out of 14 rooms located at the first floor, Sh. Sanjay Prashad had rented three (03) rooms and being used for manufacturing of Lipstick/Nail polish.

The fire engulfed the terrace also and the tin shed installed on terrace was found in collapsed condition. During inspection, it was revealed that the fire started due to leakage of gas from LPG cylinder while heating the chemical compound used in lipstick manufacturing.

- h. Raw materials for manufacturing of lipstick/nail polish:  
As reported by Sh. Sanjay Prashad, the raw materials used for manufacturing of nail polish/lipstick are oil, wax, color, perfumes, Rose Extracts, DM water, lacquer and camphor.



- i. Description for manufacturing process for manufacturing nail polish/lipstick:  
As reported raw materials are purchased from the market and heating is carried out through LPG cylinder. After that raw materials are mixed together in Stainless Steel mixture and thereafter the mixed material are kept sometime in homogenous mass for cooling and then filled in container for solidification. Finally the material is packed and labeled for dispatch to customer.
  - j. No firefighting equipment to extinguish the fire found installed in the premises. However, an emergency staircase found provided from first floor to terrace in the premises found permanently closed.
  - k. During the said unfortunate accident, a worker namely Sh. Upchand Chand S/o Sh. Raja Sah, aged 22 years was recovered in charred state due to fire. Another worker Sh. Susheel Kumar also received severe burn injuries in the said accident. As reported, in the said lipstick manufacturing factory four (4) number of workers were working but the exact number of workers working in the said unit could not be ascertain in spite of best efforts.
  - l. The notice under section 10A(1) of the Employee's Compensation Act, 1923, has been issued to Sh. Sanjay Prashad to deposit Rs. 1660275/- ( Rs. Sixteen Lakhs Sixty Thousand Two Hundred Seventy Five only) in lieu of death of worker Sh. Upchand s/o Sh/ Ram Sah). Also Sh. Prashad has been directed to furnish disability of percentage of injured employee Sh. Sushil Kumar s/o Sh. Jimidar Sahni.
3. In the said premises, all the above-mentioned activities were operating without obtaining any statutory permission from any of the department.
  4. The Hon'ble Supreme Court has passed a judgment on 07.05.2004 in WP(C) No. 4677 of 1985 titled as "M.C. Mehta Vs. Union of India & Others" for closure of the illegal units from the residential / non-conforming areas in NCT of Delhi. As per the said judgment, all industrial units that have come up in residential / non-conforming areas in Delhi on or after 1<sup>st</sup> August, 1990 shall close down. In compliance thereof, the Chief Secretary, Delhi decided that action on industries operating in non-conforming areas and violating the Master Plan of Delhi will be taken by the land owning agencies. Commissioner of Industries is working as a Nodal Officer on behalf of the Hon'ble Supreme Court Monitoring Committee as constituted by the Hon'ble Supreme Court of India in the judgment dated 07.05.2004.

This Hon'ble Tribunal in OA No. 601/2018, entitled as "Mayank Manohar & Paras Singh, Reporter Times of India vs. Govt. of NCT of Delhi & Ors" was taken up regarding industries functioning in non-conforming areas of Delhi. This Hon'ble Tribunal also constituted an Oversight Committee, vide order dated 24.01.2019 in this matter, to prepare a time bound action plan to deal with the problem. This Hon'ble Tribunal closed the proceedings and directed to the Chief Secretary, Delhi to further monitor the issue in terms of order of the Hon'ble Supreme Court in M.C. Mehta (supra).

5. As per the provisions contained in Delhi Fire Service Rules, 2010, the buildings which are covered under Rule 27 are required to be referred to Delhi Fire Service by the local authorities ( i.e. MCDs, NDMC, DDA etc.,) or any other statutory authorities as per sub rule (1) of Rule 34 of Delhi Fire service Rules, 2010. The industrial occupancy having covered area on all floors more than 250 square meter is covered under sub rule (9) of Rule 27 of Delhi Fire Service Rule 2010 and building plan of such occupancy are required to be referred to Delhi Fire Services for scrutiny from Fire safety point of view.
6. In compliance of the above said order of Hon'ble NGT, the said committee had several meetings on 16.04.2021, 23.06.2021, 07.07.2021 and 14.07.2021. In order to prevent occurrence of such fires in residential/non-conforming areas of NCT of Delhi, the Joint Committee recommends the following:
  - I. That the buildings used for manufacturing/ godown should be allowed only in the specified area with necessary approvals from the concerned departments such as MCD, Fire Department, Labour Department, industry department (Delhi Govt.), DPCC etc.

- II. No industrial setup or godown should be allowed in residential area which are not as per Master Plan of Delhi (MPD).
- III. No electricity connection shall be given by the NDPL/BSES to such industrial activity or godowns or other activities, which are violating MPD.
- IV. To check the industrial activity/godown in the residential/non-confirming area of Delhi, a Special Task Force (STF) may be constituted, comprising of members from different Delhi Govt. department. The STF shall carry out visit/inspection and will sealed the operations and premises of such illegal activity by disconnecting their electricity. The STF shall be constituted zone wise in Delhi with following members:
- Officer from District Magistrate/Nominee - Chairperson
  - Delhi Pollution Control Committee - Member Convener
  - Municipal Corporation of Delhi (Licensing wing) - Member
  - Fire Department - Member
  - Officer from local Police - Member
  - Officer from BSES/BYPL/NDPL - Member (to disconnect the Electricity connection on spot)

(STF shall schedule inspection at least once in three months)

- V. The Environmental Compensation Damages should be imposed on the owner of the property i.e. Sh. Vijay Gupta c/o M/s. Shree Swastika Silicate Mills , 18 UB Jawahar Nagar, Delhi -7 and;

Following owner of the units as both landlord and tenants are equally responsible for this tragic fire incident:

- Sh. Heera Lal Raheja s/o Sh. Sh. Paras Ram Raheja, resident of K-6, 2<sup>nd</sup> floor, Partap Nagar, 10, State bank of India, Sadar Bazaar, Delhi
  - Sh. Sanjay Prashad son of Sh. Ram Prashad, resident of A-175, S.K.-1, Sector-93, Gautam Buddha Nagar, Noida, Uttar Pradesh- 201301 and 3. Mrs. Babita Mishra wife of Sh. Deepak Kumar Mishra(C/o ADG Canvas Pvt. Ltd.,) resident of House no. 34, first floor, I-Block, Gali no.35, Mahendra Park, Adarsh Nagar, New Delhi-110 033 ).
- VI. The premises was rented out for use of commercial purpose by Sh. Vijay Gupta c/o M/s. Shree Swastika Silicate Mills , 18 UB Jawahar Nagar, Delhi -7 to Sh. Sanjay Prashad son of Sh. Ram Prashad, resident of A-175, S.K.-1, Sector-93, Gautam Buddha Nagar, Noida, Uttar Pradesh- 201301.

**Shri Vijay Gupta fails to comply with the conditions as mentioned in the Rent Agreement. The activity falls under Orange Category and carried out in residential area. As per Environmental Compensation Policy framed in compliance of NGT order dated 31.08.2018 in OA no. 593/2017, the Environmental Compensation as per the following formula may be imposed:**

$$EC = PI \times N \times R \times S \times LF1 \times LF2$$

EC – Environmental Compensation

PI - Pollution Index of Industrial Sector (50 for Orange category)

N - Number of days of violation (513 days)

R - A factor in Rupees for Environmental Compensation  
(Rs.250 as average Rupee factor as recommended by CPCB)

S - Factor for scale of operation (0.5)

LF1 - Population factor where unit is located (2.0 for NCT of Delhi)

LF2 - Type of industrial collector in conformity with MPD in which unit is located ( 1.5 for non-conforming area)

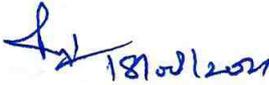
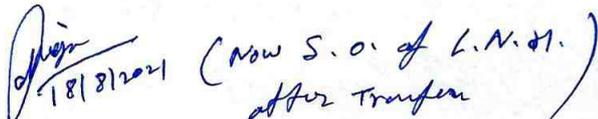
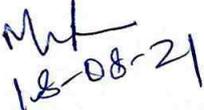
The total amount of Environmental Compensation as per the above said formula :

$$EC = 50 \times 513 \times 250 \times 0.5 \times 2 \times 1.5$$

EC = Rs 9618750/- (Rs. Ninety Six Lakhs Eighteen Thousand seven Hundred fifty only)

Hence The Environmental compensation of Rs. Rs 9618750/- ( Rs. Ninety Six Lakhs Eighteen Thousand seven Hundred fifty only) as calculated above w.e.f. from 01.10.2019 (initial date of rent agreement) to the date of fire i.e. 27.02.2021 (total 513 days) should be levied to Sh. Vijay Gupta c/o M/s. Shree Swastika Silicate Mills , 18 UB Jawahar Nagar, Delhi -7.

It is humbly prayed that this Hon`ble National Green Tribunal may be pleased to take this report on record and pass such further order or other orders as this Hon`ble Tribunal may deem fit and proper in the facts and circumstances of the case.

Sr. No.	Name, Designation & Organisation	Signature
1	Y. N. Mishra, Scientist 'C', Central Pollution Control Board	 18/8/21
2	Krishan Kumar, Env. Engineer, Delhi Pollution Control Committee	 18/8/21
3	Rajender Atwal, Divisional Officer, Delhi Fire Service	 18/8/21
4	Pinkesh Kumar, Deputy Director, Industrial Safety & Health, Labour Department	 18/08/21
5	Rajender Kumar, Administrative Officer, City-SP Zone, North Delhi Municipal Corporation)	 18/08/2021
6	Devender Kumar, Executive Magistrate, Kotwali, Revenue Department	 18/8/2021 (Now S.O. of L.N. 81.) after Transfer
7	Mithlesh Kumar, Sub-Inspector, Gulabi Bagh Police Station, Delhi Police	 18-08-21

16  
ORIGINAL  
in  
SSM  
FILE



LEASE DEED

*Document is being kept in the request of*

THIS LEASE DEED executed this the 13th day of June, 1979 between M/s Shree Swastika Silicate Mills, 18-UB, Jawahar Nagar, Delhi-110007 ( hereinafter called the Lessee' ) through its partner Smt. Prem Lata Gupta wife of Sh. J.P. Gupta, and M/s Guiranjala Gurukul Trust Society (a Society Registered Under the Society Registration Act) through its President Shri Sukh Dev Mehta, 10, Ram Bagh, Old Rohtak Road, New Delhi (hereinafter called the LESSOR );

WHEREAS the Lessor is the owner of the property bearing No.10, Ram Bagh, Old Rohtak Road, New Delhi-110005, more specifically shown in red in the plan annexed;

AND WHEREAS the Lessor has agreed to let out the whole of the said property to the Lessee at a rental of Rs.1500/- (Rupees One thousand five hundred only) per month besides Electricity and WaterCharges w.e.f. 1.6.1979 and had put the lessee in quite and peaceful vacant possession of the said property on the said date;

AND WHEREAS it has been decided to reduce all the terms and conditions entered into between the parties in writing;

NOW THEREFORE THIS LEASE DEED WITNESSETH AS UNDER:

*Pl. kept*

*16/7/79*

*or*

13 JUN 1979

In witness of  
 Subhinder Mehta  
 5 Anand Park, Civil Side, Delhi

18/7  
 15/16

Subhinder Mehta, 64 yrs  
 presented by Sh. ...  
 S/o. W/o. ...  
 in the office of the ...  
 the ... day of ...  
 19... between the hands of ...  
 10-4-79

President of  
 Gyanwala Gurukul  
 Trust Society  
 10-10 Ram Bagh  
 Old route via  
 Road, N.D.D.

Chand

Execution admitted by the ...  
 Sh. W/o. ... and Sh. ...  
 vendor of Mortgage of Lesson(s)  
 Lessee(s) who is/are identified by Sh. ...  
 Sh. ... and ...  
 Old Route Road  
 New Delhi, D.S.S.  
 10-10 Ram Bagh  
 Old Route Road  
 New Delhi, D.S.S.  
 10-10 Ram Bagh  
 Old Route Road  
 New Delhi, D.S.S.

P. Gupta

through its partner Sh. Pram  
 Lata Gupta who is Sh. P. Gupta  
 (Lessee)

- ① Sh. J. P. Gupta
- ② Sh. Rameshwar Dayal Saxena
- ③ Sh. R. K. Jaiswal (Advocate)

Jagdish P. ... Rameshwar Dayal Saxena



1. That in consideration of the lessee paying a monthly rent of Rs.1500/- (Rupees One thousand five hundred only) besides electricity and water charges unto the lessor the lessor hereby agrees and confirms to have let out the whole of the said property bearing No.10, Ram Bagh, Old Rohtak Road, New Delhi-110005 unto the lessee for a period of 5 years (Five Years) commencing from 1.6.1979. The said premises have been more specifically shown in red in the plan annexed hereto.

2. That the lessee shall be liable to pay the said rent w.e.f. 1.6.1979 unto the lessor against a properly executed receipt by the 7th of each English Calander month.

3. That the lessee shall further be liable to pay the electricity and water charges to the Municipal Authorities directly according to the consumption shown on the meters installed in the premises and in such proportion as may be agreed from time to time.

4. That the lessee shall keep and maintain the premises clean, tidy and healthy.

5. That the lessor has permitted the lessee to make additions or alteration and changes in the said premises at their own expense, to which the lessor shall have no objection.



: 3 :

6. That the Lessee shall spent for additions, renovation, construction, fixtures and chambers including wooden chambers themselves and on the expiry of the lease , the lessor shall have the option on the consent of the lessee, to pay for the same at the prevailing market price so as to retain them or in the alternative the same shall be removed by the lessee to which the lessor shall have no objection.

7. <sup>Shubh</sup> That it is specifically agreed that the lessee shall be entitled to sublet, assign, or otherwise part with possession of the whole or any portion of the said premises to any person whomsoever in any manner whatsoever and on such terms as they may deem fit and proper.

8. That it is specifically made clear that the lessee shall not do or suffer any act in violation of the provisions of any law for the time being in force and would not violate any provision of the Municipal Bye-laws.

9. That it is specifically agreed that this lease deed shall remain in force for a period of five years commencing from 1.6.1979 and shall be liable to be extended. But it is specifically made clear that in case the lessee holds over the premises under the provisions of the Delhi Rent Control Act or under any provisions of rent law for the time being in force then he would be bound by and would be entitled to only the rights and responsibilities as attributed under the terms of these presents.

*Pls Copy to  
Shubh*

: 4 :

10. That in case of breach of any of the terms hereto any party may terminate this lease deed by serving the other party with a three months' notice in writing by registered A.D. Post in accordance with the provisions of section 106 of the Transfer of Property Act.

11. That the terms 'Lessor' and the 'Lessee' herein used shall include and shall always be deemed to have included their respective legal heirs, assigns, executors, administrators, successors.

IN WITNESS WHEREOF the parties have appended their signatures on this lease deed on the date, month and the year mentioned above in presence of the witnesses mentioned below who have also signed in their presence on their requests and in the presence of each other.

WITNESSES:

1. Jagdish K. D.  
s/o L. Kishan Lal  
45/6B Mall Rd.  
Delhi

LESSOR  
through its President  
Sh. SUKH DEV MEHTA.  
Sd/Mehta

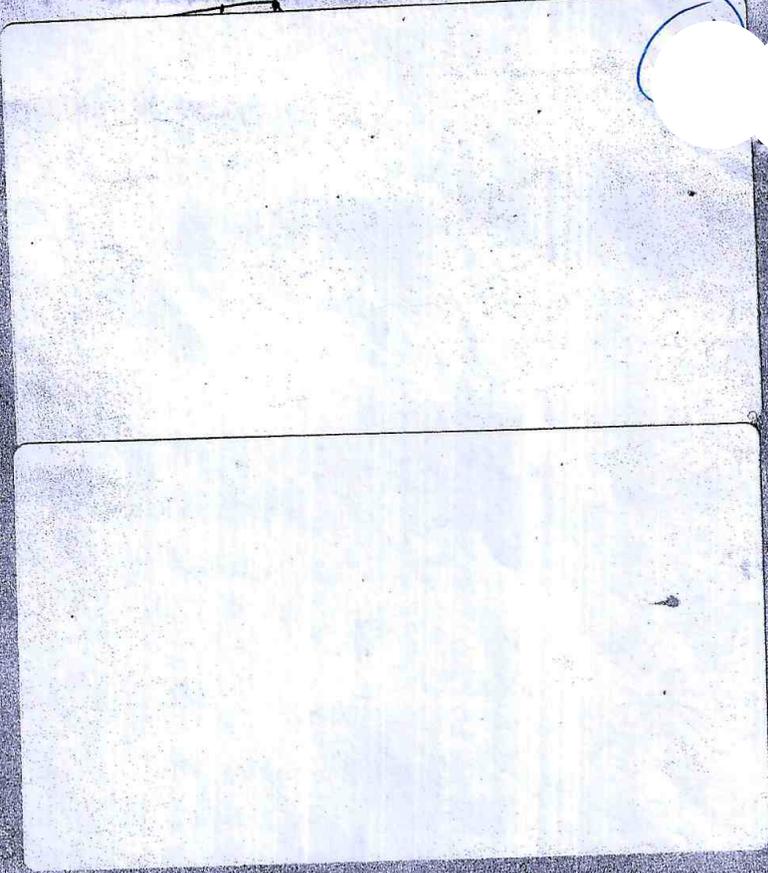
2. Jyoti Lal  
Mrs.  
Ramesh Chandra Dayal Banerjee  
s/o Ram Lal  
C-391 Convent Road  
Delhi

LESSEE  
through its Partner  
Smt. Prem Lata Gupta.

P. Gupta

Drafted by : Sh. R.K. Tewari  
Advocate,  
1/18-B, Asaf Ali Road,  
New Delhi-110001.

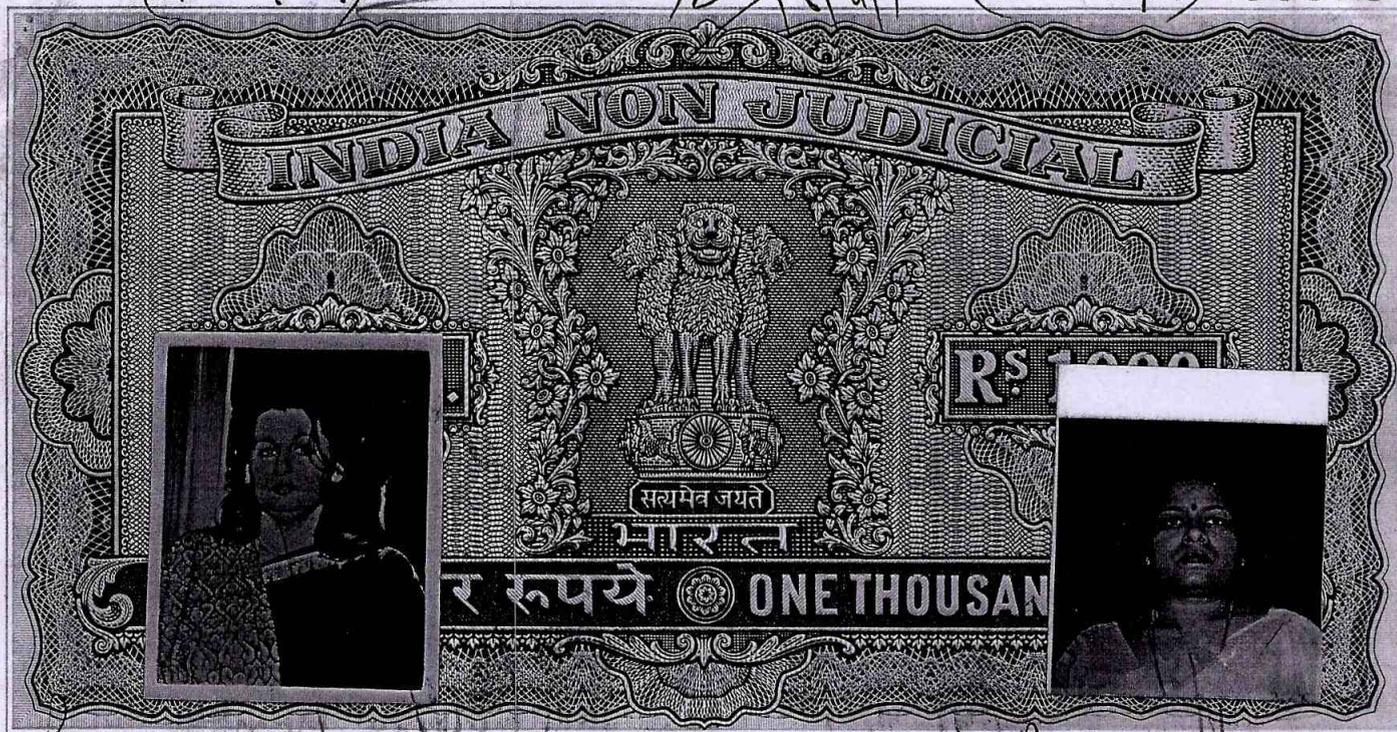
#\*\*\*\*\*



Assigned No. 2390 in Additional Book No. 1  
Volume No. 262 as page from 170 to 174  
on the 31<sup>st</sup> day of July 1949 and the  
above impressions have / has been taken in my  
presence

*W. C. ...*  
Sub. ...  
Sub. Ex. No. 1. ...

(Renu Mehta) 18/4/01 73 18/4/01 (Veena Gupta) 1000Rs.



Passport No. Q-213624 Dtd. 13/8/93  
Rto, Delhi

PR No. B0127625  
Dt. 18.7.95  
Rto.

### R E N T A G R E E M E N T

This Rent Agreement is made here at New Delhi on this 18<sup>th</sup> day of April, 2001;

### B E T W E E N

M/s Gujranwala Gurukul Trust Society (a Society duly Registered under the Society Registration Act), 10, Rambagh, Old Rohtak Road, New Delhi, through its Hon'ble Secretary Smt. Renu Mehta Wife of Shri Vinay Mehta, duly authorised vide Resolution Deed dated 5/3/2001, hereinafter called the "LANDLORD" of the one part.

### A N D

M/s Shree Swastic Silicate Mills, 18, UB, Jawahar Nagar, Delhi-7, acting through Mrs. Veena Gupta, hereinafter called the "TENANT" of the other part.

The expression of the terms LANDLORD and the TENANT wherever they occur in the body of this agreement shall mean and include their respective heirs, executors, administrators and assigns unless and until it is repugnant to the context or meaning thereof.

WHEREAS the FIRST PARTY was the owner of Property measuring about 1400 Sq.Mtrs., being part of Khasra Nos.425, 431, 826/424 & 827/424, situated in the Revenue Estate of Village Delhi (Ram Bagh Area), and now the said Property is known as 10, Ram Bagh, Old Rohtak Road, New Delhi, bounded by Red Colour in the map attached hereto.

AND WHEREAS the first party being owner and landlord of the aforesaid property had let out the same to the second party since 13.6.1979, and the present rent of the same is payable @ Rs.1800/- per month, which the second party has been paying the same regularly.

Veena Gupta

M/s The Gujranwala Gurukul Trust Society

Renu Mehta

Manager

1698

17/4/20

Shree Swasth Siron  
mills

18 4 B  
Jawahar  
Ngr

10000/-  
1000/-  
1100

R/Agr

Ramu Mehta

Mr. Ramu Mehta

in the office of  
Plot. North, Delhi on the day  
between the hours of

SUB REGISTRAR  
NORT. DISTRICT

Mrs. Anuradha Mehta

Trust Society Regd  
Smt. Ramu Mehta  
Land Lord

Mrs. Shree Swasth Siron  
mills, Ngr  
- Tenant

17/4/20  
Anuradha Mehta  
(Mrs)

Ramu Mehta

- ① Ramu Mehta
- ② Anuradha Mehta



Ramu Mehta



Anuradha Mehta

Anuradha Mehta



Anuradha Mehta

100Rs.



-:2:-

AND WHEREAS the acquisition proceedings in respect of the said property have been initiated by the Government Authorities in relation to the Metro Rail Project vide Award No.3/99-2000 dated 30.7.1999, who also have taken the actual possession of a part thereof which is shown in blue hatched lines in the map attached hereto, as a result of which the second party has been deprived from his legitimate right qua the acquired portion.

AND WHEREAS despite of acquisition proceedings as above, the second party is still in possession/occupation of the remaining portion of this property known as 10, Rambagh, Delhi, admeasuring about 1000 Sq.Mtrs., shown in Green hatched lines in the map attached hereto, for which the rent has been agreed to be paid at the rate of Rs.1000/-per month.

AND WHEREAS further, in the present circumstances, both the parties hereto have agreed to clarify the existing position of the tenanted premises and the terms and conditions thereof by virtue of a fresh rent agreement, which are as under:-

NOW THIS AGREEMENT WITNESSES AS UNDER:

1. That the landlord hereby agrees and confirms that now the second party is a tenant in respect of the entire remaining portion of the aforesaid property bearing no.10, Ram Bagh, Delhi, shown in Green hatched lines in map attached hereto.
2. That both the parties hereby agree that henceforth, the rent shall be payable at the rate of Rs.1000/- (Rupees One Thousand only) per month, instead of previous rent at the rate of Rs.1800/-permonth, which shall be paid by the tenant to the landlord or its nominee(s)/assignee(s) on or before 7th day of each English Calendar Month.
3. That the second party shall be entitled to make any addition/alteration/construction with structural changes in the existing structure of the landlord and the landlord shall not be able to object to the same in any manner whatsoever.

Veena Gupta

For The Gurudwara Gurdarh Trust Society

Renu Mehta

Manager

1698

17/5/2021

श्री/श्रीमती/श्रीमान/श्रीमती  
 श्री/श्रीमती/श्रीमान/श्रीमती  
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 श्री/श्रीमती/श्रीमान/श्रीमती

  
 \_\_\_\_\_



-:3:-

4. That the tenant shall be liable and responsible for the payment of water/electricity consumption charges in respect of the aforesaid property during the period of tenancy.

5. That the tenancy is for an initial period of 10 years commencing from the date of signing of this deed and which will be renewed for a further period of 10 years at the option of the second party and the first party shall not be able to deny or question the same in any way, however in such case a fresh rent agreement will be executed.

6. That it has been agreed between both the parties that the rent shall not be enhanced by the first party during the subsistence of this agreement as well as extended period as above in para no.5.

7. That the second party shall be entitled to sub-let, assign or otherwise part with possession of the tenanted premises either in full or in part to any one on any condition which may be deemed fit by it and the landlord shall not object the same in any manner.

8. That the second party and/or its nominees will be entitled to apply and obtain any water, electric, power, telephone or any other connection in their own names, as they deem fit.

9. That the second party and its nominees etc. shall be entitled to use the tenanted premises for residential, commercial or industrial purposes and the first party shall not be able to object the same in any way.

10. That all the annual repairs and maintenance of the tenanted premises will be carried out by the second party at its own cost and the first party will not be responsible for the same.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on these presents at New Delhi in the presence of the following witnesses.

- WITNESSES :-
1. Vjaj Mehla & Late Sukhdan Mehla  
11, Pusa Road, N.Delhi.
  2. Passport No. Q-217244 M. 24/1/93  
Rto, Delhi.

For The Gurukul Trust Society

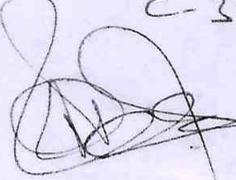
Renu Mehla  
Manager

FIRST PARTY

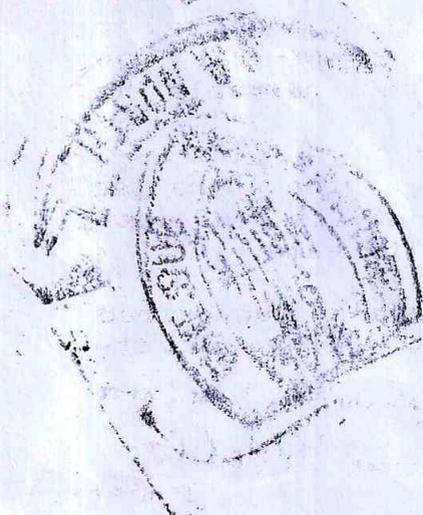
Veera Gupta

SECOND PARTY

Amish  
Anish Gupta & S.K.C. Gupta  
C-375, Keshu Puram, N. Delhi.

 Anand Singh  
Vho Bhastnar  
Rto, Delhi

Renu Mehla



Registration No. 3740  
 Book No.      Vol. No. 394  
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19/9/09

Sub Registrar-I  
 (Distt. North)