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## Government of Jammu and Kashmir Office of the Executive Officer Municipal Council Anantnag

### To Whom it may Concern

It is to certified that Dr. zahoor Ahmad Gilkar S/O Ghulam Muhammad Gilkar R/O Nai Basti Anantnag has deposited construction/ Conversion fee vide this office GR No/o/29 (49) dated 26 -03-2019 to this office comprising upon ground coverage 2166 sft of three storied commercial cum residential structure situated at Nai Basti Anantnag. Furthermore, this office has no objection if the Health Department allows the applicant to operate the Nursing Home in said building subject to the condition that all rules and regulations governing the field / provision of The Jammu and Kashmir Municipal Act 2000 are strictly followed / Adhered to and also maintain car parking as per norms

No:-MC/ANG/19/ 2594-96

Dated: - 26 /03/2019

Executive O

lunicipal Saurul Keantnag

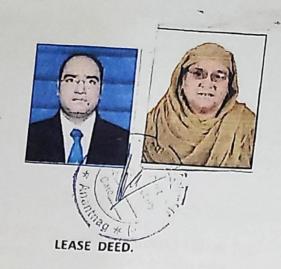
Municipal Counci

Copy to the:-

01:- Chairman Municipal Council Anantnag for favour of information.

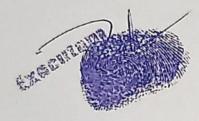
02:-Office record file

03:- Applicant for information.



This Deed of Lease is entered and executed on this 25<sup>th</sup> day of September 2021 at Anantnag by and

#### BETWEEN;



Zahoor Ahmad Gilkar.

S/O Late Gh. Mohammad Gilkar.

R/O Nai Basti (Khanabal) Anantnag Kashmir.

Hereinafter referred to as the Party 1<sup>st</sup> / Landlord, which expression shall mean and include their heirs, legal representatives, assignees, administrators etc.

AND



Begum Hafiza.

W/O Late Gh. Mohammad Gilkar.

R/O Nai Basti (Khanabal) anantnag Kashmir.

Hereinafter referred to as the Party 2<sup>nd</sup> / tenant, which expression shall mean and include his heirs, legal representatives, assignees, administrators etc.

A, whereas the party 1. is the owner in possession of Three (03) storied building and basement constructed on land falling under Khasra no. 1262/268 situated at Khanabal Anantnag Kashmir, more specifically described in the revenue documents and the schedule attached hereto (hereinafter referred to as the demised premises) is let out to the Party 2<sup>nd</sup> and put in possession of the demised premises as a tenant, for the period the parties have mutually agreed upon as herein below mentioned.

B, whereas the party 1<sup>st</sup> has demised the property aforestated as acceptance of the proposal, party 2<sup>nd</sup> had initially tendered. Party 1<sup>st</sup> has agreed to lease out the property for a period, initially of five (05 years) reckoned from 1<sup>st</sup> April 2021 against an annual rent of Rupees thirty thousand only (Rs, 30,000/-). The rental for the commencing current year has been paid in full as advance rent which sum the party 1<sup>st</sup> agrees to have received under this deed. That the rent of the demised property shall be revised / increased every Five years by 05% and shall be payable to the party 1<sup>st</sup> at the enhanced rates in the mode and manner as prescribed hereinabove.

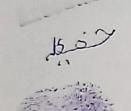
C, whereas the party 2<sup>nd</sup> shall pay the rental for the every succeeding year in advance to the party 1<sup>st</sup> in the matter as agreed in Para B of this deed until the term as contemplated in the rent deed expires.

#### NOW THIS DEED OF RENT WITNESSETH AS UNDER.

- 1. That the party 1<sup>st</sup> has delivered the possession of the demised premises to the party 2<sup>nd</sup> against the advance payment of rent promised and shall continue to remain in possession of the party 2<sup>nd</sup> till the term is determined by efflux of time. The Party 2<sup>nd</sup> has taken over the property for operating a Nursing home, which has commenced its operations under the name and style "MID CITY UROLOGY AND GENERAL NURSING HOME".
- 2. That the party 1<sup>st</sup> being the absolute owner of the demised premises, in and within the exercise of his propriety rights has let and leased out the premises to the party 2<sup>nd</sup> initially for a period of Five (05) years at the expiry of which term this deed shall cease to have any force and the possession shall be handed over to party 1<sup>st</sup> at the time of the expiry of the term by party 2<sup>nd</sup>. If the landlord and the tenant desire the term as mentioned off in the deed may be extended from time to time for such lengths of time and at such changes in the yearly rent as the parties may mutually agree upon.

- 3. That the party 2<sup>nd</sup> shall not put the premises to any use forbidden by law and detrimental to the interests of the landlord.
- 4. That the party 2<sup>nd</sup> shall be responsible to keep the premises in good condition.
- 5. That the Party 2<sup>nd</sup> shall pay the rent in advance for each successive year in the manner and the rates as the parties have mutually agreed upon and if the term is extended at the expiry, the preceding terms of rent shall be subject to such change as the parties may desire. For failure to arrive at a consensus on fresh rates of rent for extension of lease the relation created under this deed shall cease to operate at once and the Party 1<sup>st</sup> shall be entitled to immediate possession of the demised premises.
- 6. That the part 2<sup>nd</sup> shall not hand over the possession of the demised property or a part of it to any person and at the expiry of the term, mentioned off, in this deed, the party 1<sup>st</sup> shall be entitled to the possession of the demised premises, The party 2<sup>nd</sup> shall have absolutely no right to sublet the premises to any person(s) under any circumstance, subletting of the premises shall have the immediate consequence of the termination of lease and notwithstanding any right clamed under the sub lease by any person(s) the Party 1<sup>st</sup> shall be entitled to the possession of the demised premises forthwith.
- 7. That the party 2<sup>nd</sup> shall pay all the costs of electricity, water and conservancy and all taxes relating to the property for the entire period of demise.
- 8. That the agreement shall be deemed to have been cancelled on the breach of any of the foregoing conditions to be observed by the party 2<sup>nd</sup> at the option of the party 1<sup>st</sup>.
- 9. That at the termination of the lease subjected to the extension by mutual consent the party 2<sup>nd</sup> shall hand over the possession of the demised premises in as good a condition in which the demised property has been handed over to the party 2<sup>nd</sup>,





which shall include the improvements effect during the subsistence of lease to the demised premises from time to time by the Party 1<sup>st</sup>.

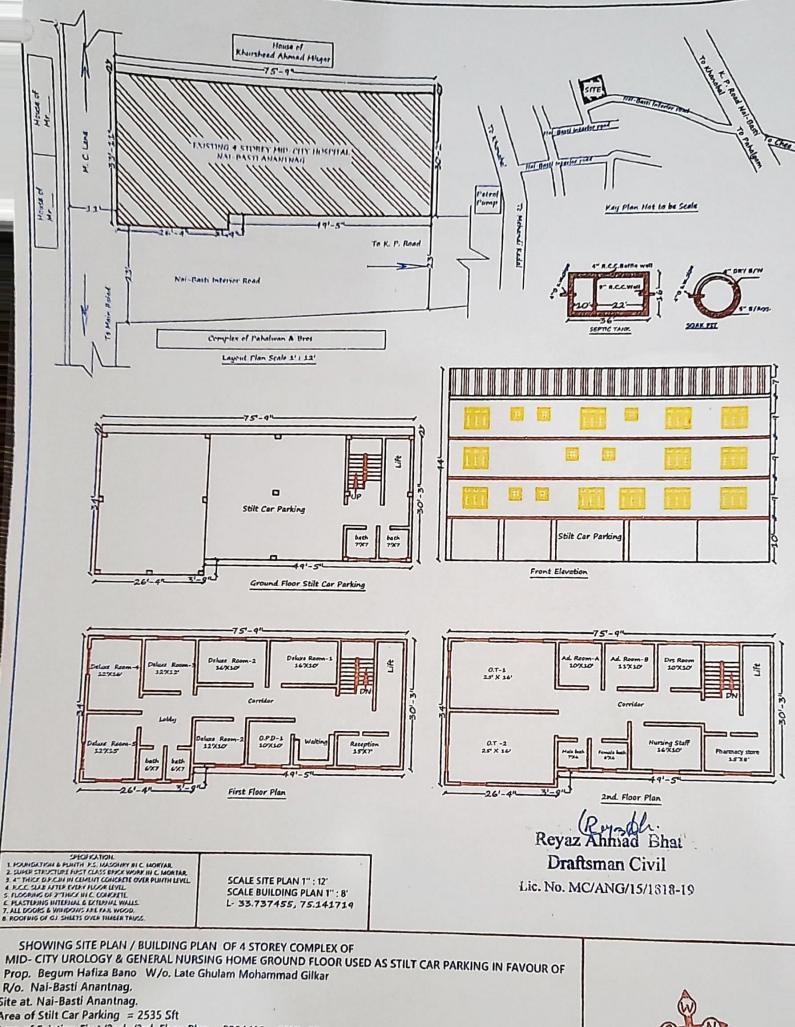
In Witness whereof the parties have set and subscribed their hands unto this deed as a token of acceptance after fully going through and understanding these in presence of the witnesses below mentioned.

witnesses below mentioned. Witnesses.

1. Showay AHMHD GANIE

SloMoHD ABDULLAH GANIE

Plo DIALEAM Muzeeb foroog Bhal
S/O Faroog Dhad.
R/O Azfabora Maning
Wall Masig (Advoc Drawn and drafted by; & Associates Copy retained for records. No. - 20/ DOL/SWA/09-21= Hence attested.



Area of Stilt Car Parking = 2535 Sft

Area of Existing First/2nd. /3rd. Floor Plan = 2384 X 3 = 7152 Sft,

lot Area = 2535 Sft.

urvey No. Khata No. Khewat No.

oté. The drawing is prepared as per the instruction of Applicant.

ell No. 7889785124 / 9419041325 Sig. of Applicants.

