

Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number: 844a3ece05376c9bca24

Receipt Date: 02-Jun-2022 07:40:02 pm

Receipt Amount: 18000/-

Amount In Words: Eighteen Thousands Rupees Only

Token Number: 20220000060285

Office Name: SRO - Saraikela

Document Type: Lease

Payee Name: ANAND KUMAR SINGH (Vendee)

GRN Number: 2211501830





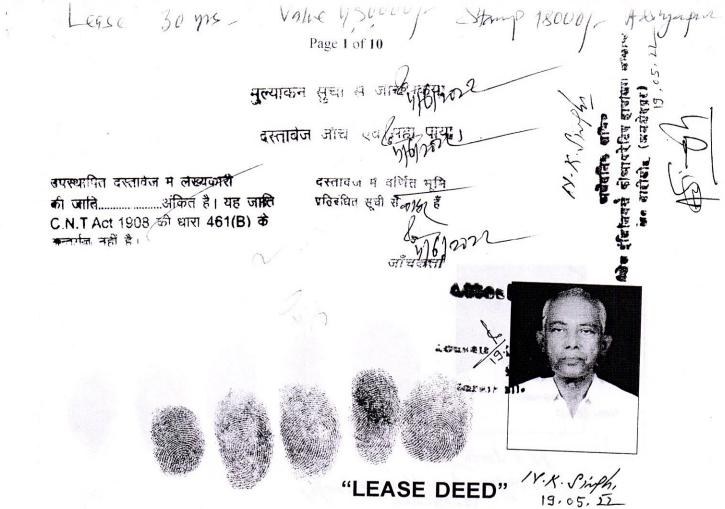
-: For Office Use :-

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इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुन: प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

N.K. Singh

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नियम-21 के अधीन ग्राहय भारतीय स्टाम्प आंधानयम (इण्डियन स्टाम्प एवट-1899) की अनुसूची-1 या 1 (क) किया या स्टाम्प शुल्क से विमुगत या स्टाम्प शुल्क के विमुगत या स्टाम्प शुल्क के विमुगत या स्टाम्प शुल्क के विमुगत या

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THIS DEED OF LEASE is made the 19 day of 7 ay 2022 at Saraikela.....by

THE PROCESS ENGINEER'S CO-OPERATIVE HOUSING SOCIETY LIMITED, registered under the Bihar and Orissa Society Act, 1935 bearing Registration No. 29 JAM dated 29-9-1986 having office at H. No. 33, Anupam Vihar Colony, Dhirajgani, Adityapur, P.O.- Adityapur Industrial Area, Dist. — Saraikela Kharsawana, represented through its Honorary Secretary namely Nagendra Kumar Singh (PAN no. ADKPS4473Q) Son of Late Bhikham Singh, Grand son of late Subhaw Singh, cast — Genreal (non obtected from CNT act 1908), by faith hindu, by occupation ex employee, aadhar no.- 248485285354, residing at H.No. 11, Cross Road No. 2, Old T C Colony, B H Area, Kadma, Jamshedpur—831005. Hereinafter called the SOCIETY / LESSOR (which



expression shall unless repugnant to the context mean and include its successor-inoffice legal representatives, administrators, executors, nominees and assigns) of the one part.

AND IN FAVOUR OF

Mr./Mrs./Miss. ANAND KUMAR SINGH (PAN No. BEUPS5918A) Son / Wife / Daughter of Shri RAMESHWAR SINGH Grand Son of Late GURUBHAN SINGH by caste — General (non obtected from CNT act 1908), aadahr no. 884484483305 By faith Hindu By nationality INDIAN by occupation Service resident of GF-5/64, GOLMURI FLASTS, P.O.+PS — GOLMURI, Jamshedpur, East Singhbhum. Pin — 831003. A member of the society (Lessor) having membership no 222 dated 25-01-2022 hereinafter called the LESSEE (which expression shall unless, excluded by or repugnant to the context mean and include his / her heirs, successors, legal representatives, administrators, executors, nominees and assigns) of the Other Part: Whereas, the LESSOR / SOCIETY has been formed by its Constituent members including the present lessee for the purpose of providing residential accommodation in or around Jamshedpur to its members under the Rules and Regulations of the Society, and such other purposes.

AND

WHEREAS; in furtherance of aforesaid Prime Object of the Society, the Society has acquired Land measuring 1.58.05 **Hectares** in Mouza Asangi, Ward No. 4(o) & 2 (new), Adityapur Nagar Parishad, more fully described in the Schedule 'A' below by virtue of different Sale Deeds from different parties as described in the Schedule 'B' below.

AND

WHEREAS, after acquiring the aforesaid land measuring 1.58.05 Hectares in Mouza

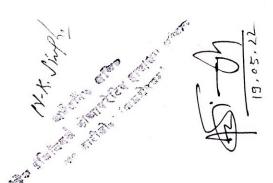
Asangi, the Society has improved the land by levelling it and providing roads and other amenities by huge expenses and labours, to make the land fit for allotment to its eligible members, in the said area which the Society has named as "ANUPAM VIHAR COLONY", Adityapur, P. S. Adityapur, Sub-division Saraikela, District Saraikela-Kharswan.

AND

WHEREAS, the Lessee is a Constituent member of the Lessor/ Society and on his/her application the Society has agreed to grant lease of a piece of land described in Schedule 'C' below (which forms part of Schedule 'A' land) in view of the eligibility of the Lessee under the Rules and Regulations of the Society.

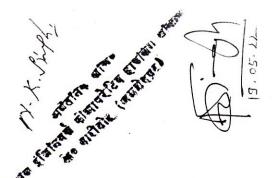
NOW THIS DEED OF LEASE WITNESSETH AS FOLLOWS:

- 1. That the Lease will be for fixed period of <u>30 years (Thirty years)</u> commencing from the date of allotment of land i.e. **15-04-2022** subject to earlier determination as herein provided by yielding thereof unto the Society an **yearly rent of Rs 90,000/-** (Rs Ninety thousand) per year payable in advance every year on or before 15th day of March.
- 2. That the tenant for himself / herself and his / her heirs and administrator and permitted assigns respectively with the intent that the obligations may continue throughout the terms hereby covenants with the Society as follows:
 - i) To pay the yearly rent on the day and in the manner aforesaid and in case of default but without prejudice to the right of re-entry as herein provided to pay interest at Fifteen percent per annum from the date of default to the date of payment.
 - ii) In consideration of the expenses incurred / to be incurred by the Society in developing the land and providing for other amenities viz.- drains, roads, sewers, water line, electricity, community center etc., in the area as aforesaid and costs and expenses of maintaining the same and cost and expenses in the Management of the Society and insurance of the property. To pay to the Society along with the aforesaid rent during the continuance of this Lease a further sum of money as may be assessed by the Society, such further contribution as may be assessed by the said Society shall be final and



conclusive as between the parties hereto.

- iii) To bear, pay and discharge all Rents. Taxes Assessment. Impositions or Outgoings or to be imposed by any Municipality or Statutory Authority upon the demised land and the building thereon or upon the owner or occupier thereof.
- iv) To pay to the Society in advance on the l5th of every English Calendar month such month as may be fixed and assessed by the Society as payable by the tenant in respect of cost incurred for maintain health, sanitation and cleanness of the Colony and welfare charges, the same being fixed by the Society in proportion to the area held by the tenant under lease from the Society.
- v) To pay every month regularly to the Society Electric and water charges for supply of, electricity and water to the Premises within 21 days of presentation of bills thereof in accordance with the Rules of the Society.
- vi) To observe all the Rules and Regulations of the Society for the time being in force regarding supply of water and electricity and also all the rules and regulations provided in this regard in any law for the time being in force.
- vii) To pay to the Society within 21 days of the presentation of the bill such amount as may be fixed and assessed by the Society as payable by the tenant in respect of the extra cost incurred in development work already undertaken or in any further development work made or to be made in the Colony as decided by the Society and that over and above other charges payable by the tenants.
- Viii) To use the premises on the demised land for residential purposes only, constructing only one residential building thereon and for no other purpose whatsoever and in particular not to use the demised land for agriculture, horticulture, commercial, industrial or business purposes provided that the tenant shall be at liberty to maintain flower garden as adjunct to the residential building on the land for the use of the occupier thereof and for no other purposes.
- ix) To keep the premises and particularly the building on the said demised land and all drains in good repair and condition to the satisfaction of Society.



- x) Not to erect or permit the erection of any buildings or make or permit or suffer to be made any permanent alteration or addition to any existing building or out of damage any of the principal walls of the building on the land demised or dig any well or pit and not to erect or permit to be erected any out house, boundary wall, sewage, drains and latrine on the land ,demised without previous written permission of land in accordance with plans and specifications approved by the Society.
- xi) Not to demolish or permit or suffer the demolition of any of the existing building on the demised land or any portion thereof without permission of the Society.
- xii) Not to diminish the value of or in any way injure the said land or any of the buildings or portion thereof for the time being erected in the said land.
- xiii) Not to keep any cattle or other animals for profit without the previous per mission of the Society and to abide by all the regulations that may be imposed in this regard by the Society.
- xiv) Not to transfer charge or create any interest by way of sale mortgage, assignment sublease, otherwise part with possession of the demised premises or any part thereof or the building constructed thereon or any part thereof or create any other interest therein or in the building on the demised land or any part thereof or the right of enjoyment thereof with- out the consent of the Society previously obtained in writing. In case of permitted transfers to pay to the Society 5% of the consideration money for such transfer.
- xv) Not to cut any trees standing on the demised land without the previous written permission of the Society.
- xvi) Not to keep or store any dangerous or inflammable substances or keep for sale or storage any intoxicating liquor in the demised premises.
- xvii) At all reasonable times to allow persons authorised by the Society to enter upon said land or the buildings thereon for the purposes of satisfying the Society that the covenants on the part of the tenant area being duly observed and duly performed.
- xviii) To surrender and yield up peacefully and quietly the demised premises to the Society upon the expiration of earlier determination of the aforesaid terms.
- 3) And the Society hereby covenants with the tenant that the tenant, paying the said rent and performing and observing the covenants hereinbefore contained, may peacefully hold and enjoy the demised premises for the said terms (Subject to earlier determination as

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herein provided) without any interruption by the Society, person or persons claiming through or under it.

4) And the Society hereby further covenants with the tenant that the Society will on the written request of the tenant made six English Calendar months before the expiration of the terms hereby created and if there shall not at the time of such request be any existing breach or non-observance of any of the terms, conditions, stipulations and covenants on the part of the tenant herein before contained and provided that the Society shall not have given notice to determine, this lease under the provisions in that behalf herein contained, at the expenses of the tenant grant to the tenant further lease (hereinafter referred to as "THE FIRST RENEWED LEASE") of the said land for the further terms of thirty three years (subject to earlier determination by the Society on three months notice in writing given to the tenant) at a rent to be mutually agreed upon but not exceeding one and one half times the rent hereby reserved and containing such other terms and conditions as may be mutually agreed upon at the time including the present covenant for renewal PROVIDED ALWAYS that any lease (hereinafter referred to as "THE SECOND RENEWED LEASE") granted under this Option lease shall not contain any option for any further renewal, the intention being that after the expiration of this present lease the tenant shall only be entitled to two such renewals AND PROVIDED that the second renewal lease shall be at a rent to be mutually agreed upon, but not exceeding one and one half times the rent reserved by the first renewal lease.

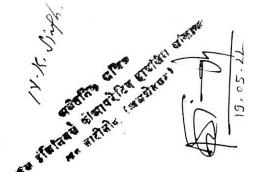
It is mutually agreed between the Society and the member, if any member will die before the expiration of lease, in that case the said Society will renew the lease as per the Indian Succession Act and minimum charge will be realised from the legal heir and successor of deceased member.

- 5) IT IS HEREBY EXPRESSLY AGREED AND DECLARED by and between the respective parties hereto as follows
- a) It shall be lawful for either party to determine this present lease at any time before the expiration of the aforesaid terms by giving to the either, three English Calendar month's previous notice in writing to that 'effect and at the expiration of such notice this present lease shall cease and determine notwithstanding that the aforesaid terms shall not have expired



but without prejudice to the remedies of either party against the other in respect of any claim or breach of covenant existing on the date of such termination.

- b) The tenant shall not acquire any permanent rights or right of occupancy in the said demised land or any part thereof whether by means of its occupation thereof under this lease or by means or reasons of its continuing to occupy the said land after the expiration of this lease without any fresh or renewal lease and although there may be part from its present provisions no express agreement or agreement excluding the acquisitions of right of occupancy.
- c) If the tenants commit or allow to be committed breach of any of the terms conditions and stipulations and covenants on his part herein contained as per Clauses 2 (ii) to 2 (iii), and 2 (iv) and 2 (vii) shall remain unpaid for twenty one days after the same became due (whether formally demanded or not) or if the tenant or other the person in whom for the time being the terms hereby created is vested shall be adjudicated insolvent or if the demised land or any part thereof or the right, title or interest of the tenant or any part thereof therein shall be sold in execution of any decree of Court (whether being a mortgage or money decree or otherwise) and the Society shall not have consented to such sale their and in any of such cases it shall be lawful for the Society to enter the demised premises or any part thereof in the name of the whole and thereupon the terms hereby created shall be determined.
- d) It is hereby further agreed that the permission of the Society necessary to be obtained as stated in Clauses 2 (x), 2 (xi), 2 (xviii), 2 (xiv) and 2 (xv) will be at the absolute discretion of the Society.
- e) The provisions of Section 108 of the transfer of Property Act 1882 (except sub-lease) shall not apply to the Tenancy by these presents created.
- 6) In the event of the property or any part thereof or any interest therein being vested in or being occupied by any person other than a member' of the Society or his heirs or the legal representatives, in violation of the terms of the lease or in the event of the tenant's breach of any of the aforesaid condition the Society may, by three Calendar month's previous notice in writing, determine the lease and on the expiration of such notice the lease shall forthwith be determined, and in the event of the lease being determined by such notice as aforesaid, the Society shall pay to the tenant the value of the tenant's interest in the. property (excluding the site thereof) at the date of the said notice (such value to be determined by a valuer to be appointed by the Society) after deducting there from 5 % (five) percent of the amount of valuation and any monies then due to the Society.



Description of the Property

SCHEDULE "A"

Total 1.58.05 Hectares of land in Mouja Asangi , Thana No. 126 , Ward No. 4 (O) & 2 (N) Adityapur Nagar Parishad , Saraikela-Kharswana.

SCHEDULE "B"

Sale Deed	Old Khata	New Khata	Old Plot	New Plot	Area
No.	No.	No.	No.	No.	(Hectares)
1224	5,6	84 , 85	385 , 386 ,	390 , 391 ,	0-16.84
			818	392	(16 Katha)
2473	6	84	183	389	0-12.63
					(12 Katha)
					0-15.05
2649	5	85	385 , 818	392 , 406	(14Katha
					6 dhur)
2650	113	166	394	403 , 404 ,	0-10.00
				405	
2651	53	147	393 , 396	397 , 394	0-09.00
2652	53	147	396 , 395	397 , 398	0-11.00
3053	6	84	183	389	0-10.53
			103	309	(10 Katha)
3054	53	147	393 , 666	394 , 429	0-17.15
3055	113 , 53	166 , 147	394 , 666 ,	405 , 402 , 429 , 393	0-17.30
			392		0-17.50
4642	53	147	395 , 666	398 , 399 ,	
				400 , 401 ,	0-38.55
			,	429	

TOTAL 1-58.05 HECTARES

SCHEDULE "C"

Name of the tenant : ANAND KUMAR SINGH

Sub-Plot No. 04 (phase-1) Area : (6.70 decimal approx)

North- Society 25ft wide road-42.5 ft South- Society boundry wall and vacant land - 42.5 ft

East- Society plot no. 03 - 68.0 ft

West - Society plot no 05 - 68.0ft

And the same is more particularly delineated in the plan annexed hereto and therein coloured red within the registration district of saraikela kharswana in thana Adityapur, thana no. 126 situated at mauja Asangi Ward no. 4, A.N.P. having **new ward no. 2** and **old Khata no. 53**, Corresponding to old plot no. 396 (P), Holding no. 2022000 in 22 000 mo.

IN WITNESS WHEREOF the Society through its

Hony. Secretary <u>Shri Nagendra Kumar Singh</u> and the Committee member <u>Smt.</u> <u>Shanti Devi</u> and the Tenant <u>ANAND KUMAR SINGH</u> Have signed this deed in token of the acceptance of the terms and conditions mentioned above.

SIGNED BY For and on behalf of the

Process Engineer's Co-operative Housing Society Ltd., Baridih, jamshedpur.

1 Hony secretary

2 Committee member

M. X. Singh

क्षीक इंजिनिवर्ष कीकापरेटिक हावादत कानाम

In presence of Witnesses

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Common Seal of the Socie

SIGNED BY: Member Tenant Plot Holder

ANAND KUMAR SINGH S/O RAMESHWAR SINGH

Y. K. J) why Hony Secretary

Committee member

Member tenant plot Holder

चर्चितिक दाचिक विकादिक दीवादिरेटिक दावाका वाकान संक नारीकोद्ध (कार्योक्षक्री

19.05.22