

9698

Lease for 99 years

11/27/70

1683/31

9098

20 RS.



2118

16/3/2006

Fees Paid

H30. 42:00
 E 105:00
 Vn 90:00

"TISCO WORKS ENGINEERING
 Co-operative Housing
 Society Ltd.

Hony. Secretary
 5619041

Revised

Bimadishwar Prasad
 5819041

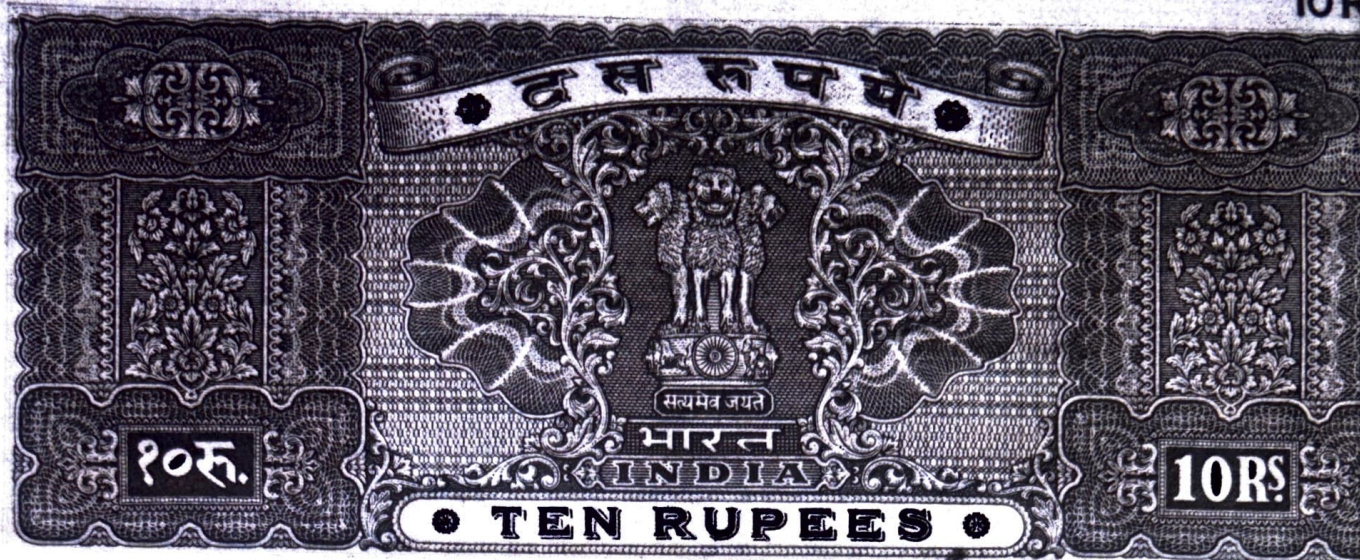
13695
 23/1/2006

DEED OF LEASE

This deed of lease made on this the 13th
 day of June One thousand Nine hundred Ninety Five.

BETWEEN

TISCO WORKS ENGINEERING CO-OPERATIVE HOUSING SOCIETY LIMITED. A
 Society registered under the Bihar Co-operative Societies Act
 of 1925 bearing Registration No. 24 JAN dated 30.8.54 and
 having its registered office at Tisco Works, C E & D D
 Construction Central Field Office Campus, P.S. Bistapur, Town
 Jamshedpur, District Singhbhum is the LESSER (hereinafter called
 "The Society" which expression that include its successors,
 representatives and assignees) represented by its the
 Secretary, Shri Pranab Kumar Guha son of Late C.R.Guha, resident
 of Main Road, P.S.Bistapur, Town Jamshedpur, District Singhbhum
 of the one part.



TISCO WORKS ENGG.
Co-operative Housing
Society Ltd.

58/90 Me
Hony Secretary
K. R. Rao

AND

Sri BINDESHWAR PRASAD, son of, late
Geonandan Sao

by faith Hindu, by occupation service, resident of New
Baridih, Jamshedpur

District Singhbhum, hereinafter called The LESSEE (which expression, unless repugnant to the context shall mean and include his/her heirs successors, executors administrators or permitted assignees) on the other part.

WHEREAS the Society has been formed with amongst others, the object of acquiring lands within the District Singhbhum, Town Jamshedpur, including Adityapur and its neighbouring area, either on lease or by purchase, for the purpose of providing residential accommodation to its eligible members by leasing out portions of the same or by leasing out residential buildings on portions thereof constructed at its own cost and expenses under the terms of lease according to the rules and Bye laws of the Society.

No. 788
 Value Rs. 10-4
 Date of issue
 Govt. and Vendor
 No. 2/93/84

Free works Orgg. Co. Careroteme
 Housing Society 42-72

84
 19/9/84
 Rama Nethi The
 13.06.95



WHEREAS the Society has been formed with amongst others
 the object of acquiring lands within the District Singapur, Town
 and its neighbourhood, including the purpose of providing
 residential accommodation to its eligible members by leasing out
 portions of the same or by leasing out residential buildings on
 portions thereof, and in pursuance of its objects and purposes, and
 the terms of lease according to the rules and bye laws of the
 District Singapur, and in pursuance of the provisions of the
 Societies Act, 1952, and the Societies (Amendment) Act, 1965,
 the following provisions shall apply to the lease of the land
 by the Society to the lessee, to-wit:

"TISCO WORKS ENGG
Co-operative Housing
Society Ltd.

found
Hon. Secretary
12/06/95
[Signature]

Bindashwar Prasad
12/06/95

AND WHEREAS in furtherance of the aforesaid object, the society has acquired lands at Mouza Asangl, within P. S. Adityapur, Town Jamshedpur, District Singhbhum, mentioned in Schedule 'A' hereinbelow and has developed the said land at its own cost and expenses by levelling the same and laying out roads drains, water and sewer lines, Electric Poles and lines, Community Centre etc. and fencing the area and which has been named as "Tisco Works Engg. Co-operative Housing Complex", Adityapur, Jamshedpur.

AND WHEREAS the lessee being constituent member of the Society bearing Serial No. 20² has under the rules of the Society become entitled to allotment of the plot of land with a hut within the aforesaid Schedule 'A' lands and the said plot of land with a hut 8' x 10' mentioned in Schedule 'B' hereinbelow, has been allotted to him by the Society.

AND WHEREAS the Society has agreed to grant lease of the plot mentioned in Schedule 'B' below, to the lessee on the terms and conditions and on the covenants, rents and other dues mentioned hereinafter.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

1. That by virtue of these presents and in consideration of the agreement, the terms and conditions of which are recited herein, and of the rent and the covenants of the lessee hereinafter reserved and contained, the Society hereby demises unto the lessee all that land and structure described fully in Schedule 'B' hereinbelow, TO HOLD the same unto the LESSEE for a period of Ninety-nine years, commencing on and from the 17th day of June One thousand nine hundred and Ninety five subject to earlier determination, as hereinafter provided and yielding therefore unto the Society, the Annual Rent of Rs. 70:00 (Rupees Seventy only.) payable in advance, without any deduction whatsoever, by equal monthly instalments on or before the tenth day of April every year of the said term and also subject to renewal or further modification of this Deed of Lease as per bye laws and Rules of the Society enforceable from time to time in this regard.

TISCO WORKS ENGG.
Co-operative Housing
Society Ltd.

[Signature]
Hon'y. Secretary

[Signature]

[Signature]
Binoj Kumar Prasad

2. That the lessee for himself/herself and his/her heirs, administrators, assignees, so the intent that the obligations created hereby shall continue throughout the term does hereby covenanted to the Society as follows :

a) To pay the reserved rent by the instalments as aforesaid, on the day and in the manner hereinabove stipulated and in case of default, to pay interest thereon at the rate of twelve per cent per annum from the due date till the date of payment, without prejudice however to the right of re-entry of the Society hereinafter contained.

b) To pay to the Society besides the aforesaid rents and during the continuance of this lease, of further sum of money as may be assessed by the Society, as the LESSEE's share towards the expenses incurred/to be incurred by the Society in developing the lands and providing for other amenities including drains, Roads, sewer and water lines, Electricity, Community Centre etc. within the complex and towards costs and expenses of maintaining the same and costs and expenses in the Management of the Society. The sum so assessed by the Society shall be final and conclusive as between the parties hereto.

c) In addition to the payments mentioned in clauses (a) and (b) above, to pay to the Society in advance on or before 10th day of April every English Calendar year during the continuance of this lease such contribution as the Society may from time to time fix as payable by the LESSEE in proportion to the area held by him under this lease, in respect of cost incurred by the Society for providing municipal Services including services for maintaining Health Sanitation and cleanliness of the colony, welfare charges, water and electric charges. The fixing of such contribution shall, however, depend upon the maximum Scales of taxes on the holding plus municipal taxes and rates which the authorities of the Municipality, within whose jurisdiction the demised premises does fall, may impose under the Bihar and Orissa Municipal Act 1922.

d) To pay every month regularly to the Society, electric and water charges for supply of electricity and water to the premises of the lessee within the demised area and at prevailing rates as fixed by the concerned authority within 15 days of the representation of bills.

Prasad
Secretary

Prasad

Prasad

therefore, in accordance with the rules of the Society and to pay interest thereon in the event of default, at the rate of 12% per annum to the Society on its demand, calculated from the due date till the date of actual payment.

e) 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 rules and regulations provided in this regard under any law for the time being in force.

f) To use the premises on the demised land for residential purposes only, constructing only one residential building thereon according to the plan approved by the Society and for no other purpose whatsoever and in particular not to use the demised land for agricultural, horticultural, commercial, industrial or business purposes, provided that the lessee shall be at liberty to maintain a kitchen and/or a flower garden so adjacent to the residential building on the land for the use of occupier thereof and for no other purpose.

g) Not to erect or permit to be erected any out-houses, boundary wall, sewer-drains and latrines on the demised land without previous permission of and in accordance with plan and specification by the Society.

h) To keep the premises and particularly the buildings on the said demised land and all drains in good repair and conditions to the satisfaction of the Society.

i) Not to diminish the value of or in any way to injure the said land or any of the buildings or portion thereof for the time being erected in the said land.

j) Not to keep any cattle or other animals for profits without the previous permission of the Society and to abide by all the regulations that may be imposed in this regard by the Society.

TISCO WORKS ENGD.
Co-operative Housing
Society Ltd.

[Signature]
Hony. Secretary

[Signature]

Bindeshwar Prasad

k) Not to transfer charge or create any interest by way of sale, mortgage, assignment, sub-lease or 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 the right of enjoyment thereof, without the consent of the Society previously obtained in writing. In case of permitted transfer, to pay the Society 5% of the consideration money for such transfer.

l) Not to cut any tree standing on the demised land without the previous written permission of the Society.

m) Not to keep or store any dangerous inflammable substances or keep for sale or storage any intoxicating materials in the demised premises.

n) At all reasonable times to allow persons authorised by the Society to enter upon the said land or the buildings thereon for the purpose of satisfying the Society that the covenants on the part of the lessee are being duly observed and performed.

o) To surrender and yield up peacefully and quietly the demised premises to the Society upon the expiration or earlier determination of the aforesaid period of lease.

3 And the Society hereby covenants with the lessee that the lessee, paying the said rent and performing and observing the covenant hereinbefore contained, may peacefully hold and enjoy the demised premises for the said term (subject to earlier determination as herein provided) without any interruption by the Society, person or persons claiming through or under it.

4. It is hereby expressly agreed and declared by and between the respective parties that the lessee shall not acquire any title or right of occupancy in the said demised land or any part thereof.

TISCO WORKS ENGINEERING
Co-operative Housing
Society Ltd.

P. K. G. W. N.
Hon'y Secretary

B. S.

Bimleshwar Prasad

THE SCHEDULE "A" ABOVE

DESCRIPTION OF THE PROPERTY

10 Bighas 14 Kathas (appxm) (Ten Bighas fourteen Kathas) of land i.e. total 2 lakhs 40 thousand 7 hundred and 50 sq. ft. of within holding (Plot) No. New 367(P), 368, 275, 274, 277, 276, 334, 335, 336, 337, 338, 410, 418, 381(P) and 382, ^{361, 362, 363, 343, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000} under New Katha No. 97, 98 and 239 in Mouza Aaengi Ward No. 4, P. S. Adityapur under Adityapur Notified Area Committee, District Singhbhum, in Phase II Project & III Project

SCHEDULE 'B' ABOVE

(PARTICULARS OF THE PLOT ALLOTTED)

NAME OF THE LESSEE - MR. Bimleshwar Prasad

PLOT NO. 160 AREA 2436.00 Sq. Ft. Phase II

NORTH : H. Plot No. 161

SOUTH : H. Plot No. 159

EAST : Inside Road

WEST : H. Plot No. 164

and the same is more particularly delineated and shown in RED COLOUR in the Map Annexed herewith within the Registration District of Singhbhum in Sub-registration at Serakella, P. S. Adityapur for which no Municipal holding or Ward No. has been allotted.

IN WITNESSES WHEREOF the Society through its the Honorary Secretary P. K. G. W. N. and the Member (LESSEE) Bimleshwar Prasad have signed this deed in token of the acceptance of the terms conditions mentioned above.

ENGINEERING CO-OPERATIVE HOUSING SOCIETY LTD.

[Signature]
Hony. Secretary
13/06/95
[Signature]

Bindeshwar Prasad

SIGNED BY for and on behalf of the TISCO WORKS
ENGINEERING CO-OPERATIVE HOUSING SOCIETY LIMITED.

[Signature]
HONY. SECRETARY.
13/06/95

In presence of witnesses,

- 1. *Rama Nelli The*
13/06/95
- 2. *S. K. Pancharan*



COMMON SEAL OF THE SOCIETY

Bindeshwar Prasad
[Signature]
MEMBER (LESSEE) PLOT HOLDER
13/06/95

[Signature]