

27/15/91

19/02/91

Madan Lal Sharma
15/3/91

Raw Bilas Singh
15/3/91

Jadunandan Prasad
15/3/91

For Executing Director
19/02/91

AGREEMENT FOR LEASE

1. Name of parties : Banjara Sahakari Grih Nirman Samity Ltd., Chira Chas, Dhanbad.
Registration No. 14/DHAN/1986 dated Seventeenth November 1986
under Chas Circle (hereinafter referred to as lessor, First party)
P. S. Chas

Represented by (1) Shri. MADAN LAL SHARMA
Designation : VICE - PRESIDENT
Son of : Shri. RAM DHANI SHARMA
(2) Shri. RAM BILAS SINGH
Designation : TREASURER
Son of : Shri. LATE KALI SINGH
as per Resolution No. 13 of Director's meeting dated 10-2-91

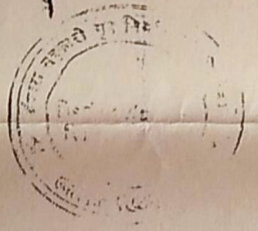
AND
Shri./Smt. JADUNANDAN PRASAD

Wife/Son/Daughter of : Shri. RAMSWARUPI MEHTA
Membership No. 68 (SIXTY EIGHT)
By Caste HINDU
Address (a) Permanent : VILLAGE & P.O - BELE
VIA - ATASARAI
DIST - NALANDA (BIHAR)
(b) Present : QTR. NO. - 317, STREET - 34
SECTOR - IX/D
BOKARO STEEL CITY.
by profession : SERVICE
(hereinafter referred to as Lessee, Second Party)

2. Kind of Deed : Agreement of lease for 89 (EIGHTYNINE) (ELEVEN) month
9 (NINE) days ending on the TWENTYFIRST day of the month of
FEBRUARY of the year 2081 (TWO THOUSAND EIGHTYONE)

3. Consideration Money :
(a) Charges as cost of the Land Rs. 7200/- (Rupees SEVEN THOUSAND TWO HUNDRED only)
(b) Charges for development of services Rs. (Rupees only)
(c) Charges for maintenance and Annual Rent—To be determined later on by the
First Party.

Jadunandan Prasad



Madeen Chandra
Mouza

Ram Bikash Singh
15/3/91

Yadunandan Prasad
15/3/91

4. Description of property
Co-operative plot No. A-08 (Number A-ZERO EIGHT) of the
Layout plan of the residential colony of the society at Chira Chas, Area 8.25
decimal, Size 50 (FIFTY) feet X 72 (SEVENTY TWO) feet type A
corresponding to survey khata No. 188, Plot No. 891, Total area
1.33 acres out of which area 8.25 decimal mentioned above and
below under Mouza Chira Chas, Police Station - Chas, Subdivision - Chas in the
District of Dhanbad.

Boundaries	Dimension
North <u>A-9 (A-NINE)</u>	North <u>72' (SEVENTY TWO FEET)</u>
South <u>A-7 (A-SEVEN)</u>	South <u>72' (SEVENTY TWO FEET)</u>
East <u>GANDHI MARG</u>	East <u>50' (FIFTY FEET)</u>
West <u>A-5 (A-FIVE)</u>	West <u>50' (FIFTY FEET)</u>

This indenture of lease made this FIFTEENTH day of the month of MARCH
of year One Thousand nine hundred ninety one between Banjara Sahakari Grih
Nirman Samity Ltd., Chira Chas hereinafter called the "Lessor" First Party (which
term whenever the context herein so admits shall mean and include its successors
and assigns) of the one part And Shri / Smt YADUNANDAN PRASAD
hereinafter called the "Lessee" - Second party (which term whenever the context
herein so admits shall mean and include his / her heirs, executors, administrators,
representatives and assign) at present employed as
in department of the
a House wife / Business man, of the other part.

WHEREAS, the Banjara Sahakari Grih Nirman Samity Ltd. a society registered
under the Bihar and Orissa Co-operative Societies Act 1935, has taken possession
of Lands aquired on its behalf from RAIYATS of the locality through various
registered sale Deeds and from members of the society transferred through registered
deeds for levelling, plotting and development of the land as per plan of the society,
AND WHEREAS the First Party has developed the residential colony as per the
layout plan dated 28.1.91.....

NOW therefore, this indenture witnesseth that in consideration of the payment as
per para (3) above and in consideration of the terms covenants hereinafter contained
to which the second party has agreed the First party hereby demises into the Second
party and aforesaid plot fully shown in the layout plan dated 28.1.91.....
to hold the same into the Second party for a period of 99 years 11 (ELEVENTH)
months 9 (NINE) days with effect from the FIFTEENTH day of the
month of MARCH..... of the year one thousand nine hundred and ninety one.

Y. Prasad

Madeen Darshan
15/11/2019

Raw Bales Singh
15/11/19

Madan Lal Prasad
15/11/19

TERMS AND CONDITIONS

1. That, this lease has been granted to the Second party for the express purpose of construction of a residential building for residential purpose subject to the proprietary right in the land demised remaining with the First Party so far as conferred by the terms of this lease. Be it mentioned here that no shop will be constructed by Second party which will amount violation, of the terms of lease, Building Bye - laws of the First party or any additions or alterations hereafter so made by society in due course will be binding on the Second party and any deviation after same will render this lease determined which will amount violations of this lease.
2. That, subject to the provisions of clause following the lease shall be a lease for ~~89 (EIGHTY NINE)~~ ^{11 (ELEVEN)} months ~~9 (NINE)~~ days and the Second party shall have an option to renew the lease on the same terms and conditions as hereinafter appearing for a further period of ~~90 (NINETY)~~ years from the date of expiry of this lease. The First party shall however give six months notice before the expiry of the period of this lease enquiring whether the second party is willing to renew the lease and on expression in writing of such willingness on the part of the second party to renew the lease, the lease shall stand extended and renewed.
3. That the second party shall pay rent for land and other civic amenities at the rate decided by First party either annually or monthly of equal installments. The First Party reserves the right to revise the above rent as and when need arises with prior information to Second party.
4. That, the interest at the rate of one percent per month shall be charged on all outstanding dues either in respect of premium, instalments or rent for the period of default.
5. The charges for construction and development of the services for the supplies of water and power, the systems for the disposal of sewage and storm water, the Roads, the bridge, the marketings, the schools and other common facilities are to be paid by the Second party under the terms and conditions fixed by the First party.
6. The Second party has taken the plot from the First party on the basis that the former is a member of the First party and the Second party shall not sell or dispose off the part or whole of the plot and/or residential building constructed thereon to any person, association, company or body corporate other than another member of the First party without the written approval of the First party, which shall not be un-reasonably withheld, But if the same is disposed off to outsider, then said person will have to be a member of First party subject to approval of First party and valuations of the property will be determined at that time by the committee of First party will be binding to Second party as well and same will be payable by the purchaser.



[Handwritten signature]

Madeen Sultan
1573/91

Ram Bilas Singh
1573/91

Madhuranandan Prasad
1573/91

7. The Second party shall neither be allotted more than one plot nor shall he/she acquire by purchas. lease, mortgage or in any manner any plot other than that allotted to him/her by the First party.
8. The Second party shall construct dwelling house in the plot allotted to him/her and the said plot shall not be so sub-divided or utilised for the construction of more dwelling houses besides garage and out house as permissible under the Building Bye - laws prescribed by the First party. Any deviations in the construction as per plans appr ved by the First party will also constitute violations of terms of lease.
9. The Second party shall not transfer the ownership of the plot or the structure thereon or any part thereof by way of sale, gift or through benami transaction or otherwise during the period of lease from the date of allotment of the plot. Further, whenever the ownership of the plot or the structure or a part thereof is proposed to be transferred by the Second party during the period of lease, such transfer shall be effected only to a person enrolled as a valid member of the First party or to the nominee of the Second party who will be legal heir, if the Second party requests in writing to the First party to transfer his / her membership in the name of his/her nominee, who will be legal heir on record of the First party provided the name of the nominee is approved by the Board of Directors and is in the records of the society.
10. The Second party shall not use or cause to be used any part of any building constructed on the plot for any purpose other than for which the lease has been granted including the use of ancillary thereto.
Be it mentioned here that Second party will not use the land after Building line and before the front boundary line of his/her plot. other than Lawn, garden and portico and having the said things, no constructions of any type will be made by Second party.
11. The Second party shall not do any act wich causes the stagnations of water or any other liquid substance within the boundary of the residential colony of the First party.
12. The Second party shall allow the First party or his agents authorised in writing at all reasonable times by prior appointment during the terms of this lease between sunrise and sunset to enter into or upon the plot sites including the building and/or structures constructed thereon to inspect whether or not the terms and conditions laid down here in are being properly observed.
13. The First party shall have right to re-inter and resume possession of the plot, including the structures thereon after paying compensation at the prevailing prices in the case of breach of any of the provisions of this deed or on surrender by the allottee by serving six months notice from the either side in writing provided the First party before taking any action, under this clause must give reasonable opportunity to show cause.
14. On surrender of plot to the First Party before any constructions is done on it by the Second party within five years from the date of registration, the First party shall pay to the Second party the amount deposited by him/her against Land Value to the First party after deducting the existing dues on him/her and establishment expenses as per rules of the society and in that case consideration money as per para 3 (a) will not be applicable, other deposits shall be refunded as per rules.

H. Prasad

Madan Lal Sharma
15/3/91

Ram Bilas Singh
15/3/91

Yadunandan Prasad
15/3/91

In case of surrender of plot after building construction is over or a part thereof is constructed, the revaluation of the plot and building structure shall be done by the First Party and the amount arising out of revaluation shall be paid to the Second party after deducting the existing dues against him.

- 15. On matters not specifically stipulated in these presents and also in case of any disputes, doubt or question arising herein after at any time, between the First Party and the Second party, then in such event every such case shall be referred to the arbitration of two arbitrators, one to be appointed by each party and in the event of disagreement between the arbitrators, to the arbitration of an umpire jointly selected by the arbitrators whose decision shall be final and conclusive and binding on both, the parties. Any default in observance of the provisions aforesaid shall be deemed to be a breach of the terms and conditions of these presents and be liable to action under clause 15 herein - before contained. The arbitrators and the umpire can be only appointed who are members of the First Party and no outsiders can be appointed either arbitrators or umpire in any case.
- 16. That the total cost indicated in the deed is according to present estimate and is hence tentative. Increase in the cost of development or due to increase in the cost of land acquisition or due to any decisions / award of court of law or legislation shall be payable by the Second party either in instalment or in lumpsom in the period decided by the First party. The Second party shall in no circumstances be entitled to demand, to question or to dispute any account relating to the cost fixed by the First party.

In witness where - of the parties have executed these presents the day, month and year first above written.

Witness :

1. Signature : Ram Vilas Singh Signature of the representatives for and on
Name in full : RAM VILAS SINGH, Proprietor of Banjara Sahkari Grih Nirman Society Ltd. Chira Chas.

Address : D/D/2182/B.S.C.II

Signature : Madan Lal Sharma

2. Signature : Surya Narayan Ghosh
Name in full : SURYA NARAYAN GHOSH

Address : B/C/2057/B.S.C.II

Name in full : MADAN LAL SHARMA
Address : SECTOR-IC, QTR NO-770
BOKARO STEEL CITY,
DIST- DHANBAD, PIN-827001

2. Signature : Ram Bilas Singh
Name in full : RAM BILAS SINGH
Address : QTR NO-2053, SECTOR-4C
BOKARO STEEL CITY
DIST- DHANBAD, PIN-827004

Witness :

1. Signature : Ram Vilas Singh
Name in full : RAM VILAS SINGH

Address : D/D/2182/B.S.C.II

Signature : Yadunandan Prasad

Name in full : YADUNANDAN PRASAD
Address : QTR NO-317 STREET-34

2. Signature : Surya Narayan Ghosh
Name in full : SURYA NARAYAN GHOSH

Address : B/C/2057/B.S.C.II

Address : SECTOR-IX/D,
BOKARO STEEL CITY,
DIST- DHANBAD, PIN-827009.

Yadunandan Prasad