

4014

Agreement In hand

3735



# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 41193d7c4e7628f7b091

Receipt Date : 04-Aug-2021 12:58:42 pm

Receipt Amount : 52400/-

Amount In Words : Fifty Two Thousands Four Hundred Rupees Only

Token Number : 20210000080079

Office Name : SRO - Bokaro

Document Type : Lease

Payee Name : SHASHI SHEKHAR KUMAR ( Vendee )

GRN Number : 2106802696



Agreement In hand  
10/8/21

नियम 21 के अधीन ग्राह्य: भारतीय स्टाम्प

अधिनियम 1899 की अनुसूची

के अधीन यथावत् स्टाम्प

है। या स्टाम्प शुल्क से

For Office Use :-

52400

Indee  
AGT 29300 = 00  
- 2000 = 00  
41300 = 00  
4/8/21

35  
निबंधन पदाधिकारी  
नोकराजे  
4/8/21

4/8/21  
मुद्रांकन प्रांशु

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

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नियम 21 के अधीन ग्राह्य: भारताय स्ताम्प

अधिनियम 1899 की अनुसूची 1 के अधीन

के अधीन यथावत् स्ताम्प-शुल्क

है। या स्ताम्प शुल्क से.....

For Office Use :-

52400

Handwritten calculations and signatures: 39300, 2000, 41300, 4/18/21

Handwritten signature and date: 4/18

निबंधन पदाधिकारी नोकराजे 4/18/21

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



Bikramaditya Singh  
4/8/2021



Srikrishna Singh  
4/8/2021

Shashi Shekhar Kumar  
4/8/2021

### AGREEMENT FOR LEASE

#### 1. Name of Parties:-

- I. Adarsh Co-operative House Construction Society Limited Adarsh Nagar, Bandhgora, P.O. Sec-12, Distt - Bokaro, Registration No. 8/Chas/1984 Date 13th August, 1984 under Chas Circle (hereinafter referred to as leaser, First party)

Represented by:- 1. **Sri. Bikramaditya Singh**, UID No. 4591 6368 4696, PAN- AGRPS6704J, Mob No. 8578097605, **Mother Late Gangajali Devi, Father- Late Sheo Mangal Singh, Grandfather- Late Jurawan Singh**, Caste- Kushwaha President, presently residing at Plot No. A25, Adarsh Co-operative & 2. **Sri. Srikrishna Singh**, UID No. 9129 3372 5071, PAN- AYIPS4688L, Mob No. 9471631070, **Mother- Parbati Devi, Father- Late Jagpat Singh, Grandfather- Late Dasai Singh**, Caste- Awadhiya Kurmi, Secretary, residing at Plot No. A117, Adrash Co-operative, Bokaro Steel City, District Bokaro (Jharkhand), as per Resolution No. 01 of General Body Meeting held on 25-04-2018

AND

- II. **Sri. Shashi Shekhar Kumar**, UID No. 2484 1834 6072, PAN- DWNPK8426E, Mob No. 7079216741, **Mother- Late Rukhmani Devi, Father- Sri. Ram Krit Prasad Mahato, Grandfather- Late Prasadi Mahato**, Membership No. 1156, By faith Hindu, Religion Hindusim, Caste - Kushwaha (Koyari)

#### Address:-

- (a) Permanent:- At+PO- Samarpan Apartment 124, 3rd floor, Krishanapuri Colony Chas, P.O. & P.S. - Chas, (Bokaro),
- (b) Present :- At+PO- Samarpan Apartment 124, 3rd floor, Krishanapuri Colony Chas, P.O. & P.S. - Chas, (Bokaro) by profession Service, (hereinafter referred to as lessee, The Second Party)

2. Kind of Deed:- Agreement of Lease for Ninetyfour Years ending on the 05 th day of the month of June of the year two thousand One Hundred Fifteen.

3. Condition Money:- Charges as cost of land ₹. 13,10,000/- only (Rupees Thirteen Lakh Ten Thousand only)

Biharamedaity Ltd

4/8/2021



Shri Krishna Subb

4/8/2021

Chashi shekhar kumar

4/8/2021

दस्तावेज में अंकित प्रमाणों के बाहर वन भूमि से बाहर

दस्तावेज में अंकित प्रमाणों के बाहर वन भूमि से बाहर

4. Description of Property:- This Co-operative Plot No. 106, (One Hundred Six) Neighbourhood - A of the lay out plan of the residential colony of the Adarsh Co-operative House Construction Society at Bandhgora having area 400.15 Sqr Meter, (10 Decimal Approx) Size (26.5 X 15.10) M in length, corresponds to Survey Khata No. 28 (Twenty Eight), New Khata No. 82 (Eighty Two), Survey Plot No. 17 (Seventeen) New Plot No. 11 (Eleven) of area 7.06 Acres, under mouza Bandhgora Police Station - Sec-12, (Chas-35) Sub-Division Chas in the district of Bokaro. This Plot has been purchased by the Society vide deed No. 1758, dt. 20-02-1986, registry office Chas from Sri. Bhudeo Sharan Singh, S/o Late Bhagirathi Singh

Page No. 259, Volume No. 1, Holding No. 0300000646000M0

Boundaries

Dimension

North - Plot No. 107 N.H.A

North - 26.5 M

South - Plot No. 105 N.H.A

South - 26.5 M

East - Plot No. 100 N.H.A

East - 15.10 M

West - Road 7.5 M Wide

West - 15.10 M

THIS indenture of lease made this 02nd day of the month of August of the year two thousand Twenty One between the Adarsh Co-operative House Construction Society Ltd. Adarsh Nagar, Bandhgora, hereinafter called the "Leaser", The First Party (which term whenever the context herein so admits shall mean and include its successors and assignees) as the one part AND Sri. Shashi Shekhar Kumar, S/o Sri Ram Krit Prasad Mahato, hereinafter called the "Leasee" The Second Party (which term whenever the context herein so admits shall mean and include his heirs) at present in Service, as the other part.

Whereas, the Adarsh Co-operative House Construction Society Ltd. a Society registered under the Bihar and Orissa Co-operative Society Act. 1935, has taken possession of lands acquired on its behalf from RAIYATS of the locality through various registered sale deeds and from members of the Society transferred through registered deeds and after that the society has developed the entire land and made plots as per her plan and further developed the residential colony as per Layout plan dated 25-09-1986

Ravi Vardhan Singh  
4/8/2021

Shrinivasha Singh  
4/8/2021



Shashi Shekhar Kumar  
4/8/2021

4/8/2021

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 unto to Second Party and aforesaid plot fully shown in the layout plan dated 25-09-1986 to hold the same unto the Second Party for a period of Ninety Four years with effect from the 06th day of the month of June of the year two thousand Twenty One.

#### TERMS AND CONDITIONS

1. That, this lease has been granted the Second Party for the purpose of construction of residential building only for self residential purpose subject to the proprietary right in the land demised remaining with the First party, the society, so far as conferred by the terms of this lease) It is mentioned here that no shop shall be constructed by the Second Party which will amount to the violation of the terms of lease, building bye-laws of the First Party or any addition or alternations hereinafter so made by the society in due course will be binding on the Second Party and any deviation of the same will render this lease determined which will amount to voilations of this lease resulting in cancellation of membership as well as allotment of the respective plot.
2. That, subject to the provision of para (2) following the allotted plot shall be leased for **ninetyfour** years 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 another ninetyfour years from the date of expiry of this lease. The First Party shall however give six months notice before the expiry of this lease enquiring whether the Second Party is willing to renew the lease and on application in writing of such willingness of the Second Party to renew the lease, the lease shall stand extended and renewed.
3. The Second Party shall pay rent on or before the 31st. March every year to the Society which shall bear the proportion of the total rent payable by the First Party to the Government of Jharkhand. The basis of distribution of total rent paid by the First Party will be total Area/Number of Plots of the Society and Area of the Plots of the second party.
4. The Charges for devolpment, construction, maintenace of the services like the supply of water and power, the system for disposal of sewerage and storm water, the roads, the bridge, the marketing complex, the school, and other common facilities are to be paid by the Second Party under the terms & conditions fixed by the First Party, the society.
5. 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 lease the plot or residential building constructed on the plot therein to any person other than another member of the First Party and that too with the written approval of the First Party, which shall not be unreasonably with held. But if the same is tobe disposed off to out sider, then said person will have to take membership of First Party on the terms & conditions of the First Party and valuations of the property will be determined at that time by the committee of First Party which will be binding to Second Party as well as and same will be payable by the purchaser. In no case the second party shall sell out or lease the allotted plot or constructed building on the plot to any association or company.

Birendra Choudhary

4/8/2021

Shrikishna Suthi

4/8/2021

Shashi Shekhar Kumar

4/8/2021

6. The Second Party shall construct dwelling house in the plot allotted to him/her and the said plot shall not be so subdivided 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 deviation in the construction as per plans approved by the First Party will also constitute violations of terms of lease amount to cancellation of the membership.
7. The Second Party shall neither be allotted more than one plot nor shall he/she acquire by purchase, lease mortgage or in any manner any plot other than that allotted to him/her by the First Party.
8. The Second Party shall complete the construction of house on at least half of the minimum prescribed plinth area in the ground floor within two years from the date of delivery of possession of the plot by the First Party according to such plans and specification as may be approved by the First Party and/or a local Authority, if there be any, in accordance with and subject to the provision of such Building Bye-Laws as may be prescribed by the First Party and/or all such enactments, rules and Bye-Laws as may be enforced by a Local Authority for the time being.
9. The Second Party shall not transfer the ownership of the plot or the structure there on 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 effective 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 allotted plot in the name of his/her nominee, who will be the legal heir on record of the First Party with approval of 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 plot / building constructed on the plot for any purpose other than for which the lease has been granted.
11. The Second Party shall not do any act which causes the stagnation of water or any other liquid substance within the boundary of the residential colony of the First Party.

Dhirendra Singh  
4/8/2021

Shrinikshna Singh  
4/8/2021

Doshi Shekhar Kumar  
4/8/2021

12. The Second Party to whom the plot is allotted shall pay to the First Party all charges for the maintenance and improvement of the services for the supplies of water and power, the system for the disposal of sewage and storm water, the roads, the park, the marketing and other common facilities at a rate to be determined by the First Party by the 31st May of every year to be applicable during the following financial year beginning from 1st July next on the basis of area of the plots of the Second Party.
13. The Second Party shall allow the First Party or his agent authorised in writing at all reasonable time 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 there on to inspect whether or not the terms and conditions laid down herein are being properly observed.
14. The First Party shall have right to re-enter and resume possession of the plot, including the structures there on after paying compensation at the prevailing price in 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.
15. On surrender of plot to the First Party before any construction is done on it by the Second Party 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) will not be applicable, other deposits shall be refunded as per rules. In case of surrender of plot after building construction is over or a part there of 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/her.
16. On matters not specifically stipulated in these terms and condition mentioned above and also in case of any dispute, doubt or question arising hereinafter at any time between the First Party and the Second Party, then on 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, 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 as 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 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.

Poonikam Sully Singh  
11/8/2021

Shrikishna Sully  
11/8/2021

Shashi shekhar kumar  
11/8/2021

In witness of the parties mentiound above the folloings were present at the day, month and year as above written.

Adarsh L: No - 2/87

Witness:-

1. Full Signature

सुपन सुमिता  
S/o शशि शैखर कुमार  
Address कल्याण नगर, बंधगोरा

Signature of representative for and on behalf of Adarsh  
Co-operative House Construction Society Ltd,  
Adarsh Nagar Bandhgora,

Full Signature Poonikam Sully Singh

Designation Chairman

2. Full Signature

शशि शैखर कुमार  
- शशि शैखर कुमार  
S/o सुपन सुमिता  
Address कल्याण नगर

Signature of the Leasee-Second Party

Full Signature Shashi shekhar kumar

F-124, 2nd Floor Address  
Samaspur Apartment  
near Char Block, Char.