

# **Government of Jharkhand**

## Receipt of Online Payment of Stamp Duty

### NON JUDICIAL

Receipt Number: 837910422e5dfc5a4d1e

Receipt Date: 20-Jul-2022 12:31:35 pm

Receipt Amount: 67120/-

Amount In Words: Sixty Seven Thousands One Hundred And

Twenty Rupees Only

Token Number: 20220000087129

Office Name: SRO - Bokaro

Document Type: Lease

Pavee Name: PRITI KUMARI DEVI (Vendee)

GRN Number: 2212259393



नियम 21 के अभीन ग्राह्मः भारतीय स्टाम्प - For Office Use: भ्रधिनियम 1899 की अनुसूची। संख्य के अधीन यथावत स्टाम्प-शुल्क तः 🎙 धा स्टाम्प शुल्क स

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 भगतान के प्रमाण हेतु उपयोग भारतीय मद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।



## TRANSFER OF LEASE HOLD

THIS DEED OF TRANSFER OF HOLD is made on this 19th day of July 2022 by and

Between:-

Smt Usha Kiran Singh, Mother Late Neelima Choudhary, Father Late Basukinath Choudhary, Grandfather Late Prithvi Choudhary W/o Late Laliteshwar Prasad Singh, by faith Hindu, by General, by profession—Housewife, Resident Sector III D Qr. No. 493 P.O. & PS-B.S.City, Dist-Bokaro, Jharkhand, hereinafter called the TRANSFEROR (SUB-LESSEE) or the Assignor of the one part. UID XXXX XXXX 7308, PAN No-AOLPS9009L, Member Ship No.94

#### A-N-D

Smt Priti Kumari Devi, Mother. Smt Rita Devi, Father Sri Ravindra Prasad, Grandfather. Late Dwarika Prasad, W/o Sri Dhirendra Karan Gupta, by faith Hindu, by OBC, by profession Business, Resident of Sarvoday Nagar Chas, PO &PS-Chas, Dist-Bokaro(Jharkhand) (Membership No. 94 (Ninety Four), of Banjara Sahakari Grih Nirman Samiti Ltd. Chira Chas) hereinafter called the TRANSFEREE or the ASSIGNEE of the other part. PAN-BUVPD8173P, UID No.XXXX XXXX 4347. Mob No.7979951554

WHEREAS the Banjara Sahakari Grih Nirman Samiti Ltd. (Registration No. 14/DHAN/1986 dated 17-11-1986), Chira Chas Bokaro a Society registered under the Bihar and Orissa Co-operative Act. 1935 took possession of land acquired on it's behalf from Raiyats and rightful owners of the land by purchasing the same through various registered Sale Deeds or acquiring the possession of land through it's members and developed the same in residential plot and for estabilishing a residential colony as per lay out plan of the Society dated 28-01-1991.

Usha Kiran Singh.

AND WHEREAS after such development of land the said Society transfers the land of different size of residential Co-operative plots to it's different members and one of such plot being Co-operative Plot No.G-2 (G-Two) and Membership No. 94 (Ninety Four) Fully described below was transferred to the above named Transferor who is a valid member of the said Co-operative Society on Lease for a period of 89 years on certain terms and conditions by executing an Agreement for Lease on being registered Agreement for Lease Deed No. 9112 dated 17-08-2010 and handed over the possession of the land so transferred to him.

AND WHEREAS after taking possession of the said Co-operative plot the above named Transferor carried out construction of Wall over the said land but in view of changed circumstances and to meet the necessity of money the Transferor decided to sell, assign and tansfer his lease hold interest in the said Co-operative plot together with construction of structure made by him on the said land to the above named Transferee who offered him to pay the consideration money acceptable to him and also undertook to abide by all terms and condition of the Agreement for lease made between the said Co-operative Society and the Transferor. AND WHEREAS under the provision of law and terms and condition of said Agreement for lease, a person who is member of the society only can acquire plot and/or the Lessor Society.

AND WHEREAS to meet the requirement of transfer as aforesaid, the transferee applied for grant of new membership and share of the society or for transfer of the membership and share held by the Transferor with his consent and on his application for such transfer made by him.

AND WHEREAS the said co-operative Society on application submitted by the Transferor and the Transferee aforsaid admitted the Transferee as member of the Society and granted the Written approval after resolution adopted by Board of Director and accordingly issued letter of approval being letter No. NOC/BSGN/06, dated 20-07-2022



\*

Usha Kiren Singh.

कर्तातिका से बाहर है। रस्तातिका से बाहर है।

Stamp paper purchased as per the Government Value Rs. 16,78,000/-(Sixteen Lakh Seventy Eight Thousand) only but now therefore, this Indenture witnesseth that in consideration of payment of Rs. 16,78,000/-(Sixteen Lakh Seventy-Eight Thousand) only as cost of the land/structure built thereon and in consideration of the acceptance of covenants, terms and conditions contained in the Agreement for Lease between the said Society and the Lessor reffered to above which he has taken full notice of after having seen the same and of the state of the property as it exits and of acceptance of liability of the Co-operative Society, the transferor hereby sell, transfer and as sign upto the Transferee his all rights and interests as lessee of aforesaid plot and owner of the structure built upon it (Fully described in schedule below) to hold the same for the remaining period of the original deed of Lease made between the transferor and the said Co-operative Society reffered to above on the terms and conditions stipulated therein.

In witness whereor the parties have extected these presents the day month and year first above written.

## **SCHEDULE**

(Description of property)

Co-operative Plot No. G-02(G-Two) of the Lay out plan of the Residential colony of the Society at Chira Chas, area 8.39 Decimal(Eight Point Three Nine Decimal), Size-(59+65 / 2 X51+67 / 2) feet, type A corresponding to survey Khata No. 188, Plot No.684 & 686, total area 8.39 Decimal(Eight Point Three Nine Decimal) out of which Total area 0.83 Acres mentioned above and below under Mouza- Chas, Police Station-Chas Subdivision-Chas Nagar Nigam Ward No.02, Holding No. 0020003707000M0 District- Bokaro. Volume No. 26, Page No. 120

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## **BOUNDARES**

North: Co-operative Plot No. G-03

... North:- 59'(Fifty Nine Feet)

South :- Co-operative Plot No. G-1

South :- 65'(Sixty FiveFeet)

East :- Gandhi Marg

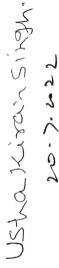
East :- 51'(Fifty One Feet)

West:- Survey Plot No. 685

West :- 67'(Sixty Seven Feet)

## 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 proprietory 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 the Second Party which will amout violation, of the terms of lease, Building Bye-laws of the First Party or any addition or alternations here-after so made by the society in due course will be binding on the Second Party and any deviation after same will render this lease determined which will amout voilations of this lease.
- 2. That, subject to the provision of clause 9 following the lease shall be leabe for 89 years 11 Month 15 Days day 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 this lease enquiring whether the Second Party si willing to renew the lease and on expression in writing of such willingness on the party 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 civie amenties 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 proior information to Second Party.
- 4. That, the interest at the rate of one percent per month shall be charged on all out standing dues either in respect or premenum, instalments or rent the period fo default.
- 5. The Charges for the construction and development of the service for the supplies of water and power, the system for the desposal fo sewerage and storm water, the roads, the bridge, the marketing, the school, and other common facilities are to be paid by the Second Party under the terms & 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 of the plot and/or residential building constructed there in to any person associations, company, or body corporate other than another member of the First Party without the Written approval of the First Party, which shall not be unreasonbly with held. But if the same is disposed of to out sider, then said person will have to be member of First Party subject to the approval of First Party and valuation of the property will be determide 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.
- 7. The Second Party shall neither be allotted more then one plot nor shall he/shee 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 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 pemissible under the Building Byelaws 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.



- 9. The Second Party shall not transfer the ownership of the plot or the structure there on or any part there of 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 there of is propesed 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 the 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 there to Be it mentioned here that Second Party will have no land after Building line and before the front boundary line of his/her plot, other than lawn, garden and portic and barring the said things, no construction of any type will be made by Second Party.
- 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.
- 12. 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.
- 13. The First Party shall have right to re-enten and resume possession of the plot, including the structures there on after paying compensation at the prevailling price in case of breach of any of the provision 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.

Ustra Jairan Singh,

14. On surrender of plot to the First Party before any construction is done on it by the Second Party within five years from the date or 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, 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.

15. On matter not specifically stipulated in these present and also in case dispute, 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 dis agreement 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 as be aforesaid shall be deemed to be a breach of the terms and conditions of these present 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 arbitrations 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 incrase 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 Lunmpusm in the period decided by the First Party. The Second Party shall in no circumstemees be entitled to demand to question or to dispute any account realting to the cost fixed by the First Party.

Usha Kuran singh,

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

Certified that the finger prints of the left hand of the parties whose photographs affixed in the document have been duly obtained before me.

Drafted by Mahabir Mahato, Chas

Signature of Transferee





Signature of witnessess:-

Swetanila Anad S10 (ate L.P. Singh (Advocate Sector 3D, Qtr NO - 493 Bokano Stel City Markhard - 827003

विजय कुमार पिता - स्व॰ विल्कुहें असाह याहव प्रा - सेक्टर -गा ८, क्वा॰ ने॰ - 1-3० बोकारो अस्पात नगर