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Transfer of lease

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13/8/12

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Handwritten signatures and names including 'Dr. Krishna Kumar Runthala' and 'Smt. Shanti Devi'.

21/12/15

(1) TRANSFER OF LEASE HOLD

THIS DEED OF TRANSFER is made on this 08th day of December 2015 by and

Between :-

Dr. Krishna Kumar Runthala, S/o Late Banwari Lal Runthala, by faith Hindu, by Caste-Brahmin, by profession - Ex-Service, Permanent Resident Behind Balaji Tempal, At & P.O & P.S. - Pilani, Dist - Jhunjhunu, (Rajsthan). At present resident of Plot No. F-2, City Centre Sector IV, P.O. & P.S- Sec- IV, B.S.City, Dist- Bokaro, (Jharkhand) hereinafter called the TRANSFEROR (SUB-LESSEE) or the Assignor of the one part. Out of C.N.T. Act, PAN No. ACDPR8784K

A--N--D

Smt. Shanti Devi, S/o Sri. Bhikham Ram, by faith Hindu, by caste- Chamar, by profession Housewife, Permanent Resident At - Salim Patti, P.S. - Manjhi, Dist- Saran, (Bihar), At present resident of Flat No. 201, Siddhi Vinayak, R.B. Enclave Chira Chas, P.O & P.S- Chas, Dist- Bokaro, (Jharkhand) (Membership No. 63 (Sixtythree)), of Banjara Sahakari Grih Nirman Samiti Ltd. Chira Chas) hereinafter called the TRANSFEREE or the ASSIGNEE of the other part. PAN AXRPD1770E, UID No. 4356 1031 9669

Kind of Deed: Transfer of lease hold

Consideration Money:

Cost of Land Rs.11,50,000/- (Eleven Lakh Fifty Thousand) only payment through Cheque No. 833946, Dt. 03-11-2015, Syndicate Bank, B.S.City Rs. 2,00,000/- only and Cheque No. 296215, Dt. 02-12-2015, S.B.I, Sec-XII, B.S.City Rs. 9,50,000/- only. Both Cheque issued by the her Husband Bhikham Ram,

under Mauza Chas Area:- 8.25 Decimal only, (Eight Point Two Five Decimal). Only.

Nature of Land: Residential vacant land on the side of the Propose road.

Absolute Plot situated at Chas Nagar Nigam Ward No.: 02,

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 plots and for establishing a residential colony as per lay out plan of the Society dated 28.01.1991.

Handwritten calculations: AG) 34500=00, E 1000=00, 35500=00, 355=00, 35855=00

Handwritten signatures and dates: 8/12/15

21/12/15



ATMA DEVI  
Deed Wife

Magistrate Office, Chas. Bokaro



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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-16 ( G-Sixteen) and (Membership No. 63 (Sixtythree) 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 88 years 11 Month 22 Days on certain terms and conditions by executing an Agreement for Lease on being registered Agreement for Lease deed No.815, dated 28-02-1992 and handed over the possession of the land so transferred to him.

AND WHEREAS after registry second party Shanti Devi, presently lease holder for the society conspeuity land plot No. G-16 ( G-Sixteen)

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 transfer 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 conditions 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 as aforesaid 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/15, dated 05/12/2015

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(3)

Stamppaper purchased as per the Government Value Rs. 11,50,000/- (Eleven Lakh Fifty Thousand) only but now, therefore, this Indenture witnesseth that in consideration of payment of Rs. 11,50,000/- (Eleven Lakh Fifty 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 referred to above which he has taken full notice of after having seen the same and of the state of the property as it exists 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 referred to above on the terms and conditions stipulated therein.

**SCHEDULE**

(Description of property)

Co-operative Plot No. G-16 (G-Sixteen) of the lay out plan of the residential colony of the society at Chira Chas, area 8.25 decimal, Size- 50x72 feet, type A corresponding to survey Khata No. 188, Plot No. 686, total area 0.38 Acres out of which area 8.25 Decimal mentioned above and below under Mouza- Chas, Police Station - Chas, Subdivision-Chas, District-Bokaro.

**BOUNDARES**

North: G-15, (G-Fifteen) R.B. Singh	North:-72' (Seventytwo)
South:- Plot No. 685	South:- 72' (Seventytwo)
East:- G-3, (G-Three) R. L. Sharma	East:- 50' (Fifty)
West:- Muncipal Road	West:-50' (Fifty)

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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 society 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 amount violation, of the terms of lease, Building Bye-laws of the society or any addition or alternations here-after 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 amount violations of this lease.
2. That, subject to the provision of clause 9 following the lease shall be lease for 88 (Eighty eight) years 11 (Eleven) months 22 (Twentytwo) 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 89 (Eightynine) years from the date of expiry of this lease, The society 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 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 civic amenities at the rate decided by society either annually or monthly of equal installments. The society 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 out standing due either in respect of premium, instalments or rent for the period of default.
5. The Charges for the construction and development of the services for the supplies of water and power, the system for the disposal of 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 society.

*[Handwritten signature]*



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*Dr. Krishna Kumar*  
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*Dr. Sunitha*

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6. The Second Party has taken the plot from the society on the basis that the former is a member of the society and the Second Party shall not sell or dispose off the plot and/or residential building constructed therein to any person associations, company, or body corporate other than another member of the society without the written approval of the society, which shall not be unreasonably withheld. But if the same is disposed off to outsider, then said person will have to be member of society subject to the approval of society and valuations of the property will be determined at that time by the committee of society 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 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 society.
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 permissible under the Building Bye-laws prescribed by the society. Any deviation in the construction as per plans approved by the society 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 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 society or to the nominee of the Second Party who will be legal heir, if the Second Party requests in writing to the society to transfer his/her membership in the name of his/her nominee, who will be the legal heir on record of the society provided the name of the nominee is approved by the Board of Directors and is in the records of the Society.

(6) Dr. K. K. Srinivasulu Reddy  
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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 not use the 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 soceity.
12. The Second Party shall allow the soceity 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 soceity 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 soceity before taking any action under this clause must give reasonable opportunity to show cause.
14. On surrender of plot to the soceity before any construction is done on it by the Second Party within five years from the date of registration, the soceity shall pay to the Second Party the amount deposited by him/her against land value to the soceity 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 soceity and the amount arising out of revaluation shall be paid to the Second Party after deducting the existing dues against him/her.
15. On matters not specifically stipulated in these presents and also in case of any dispute, doubt or question arising herein-after at any time between the soceity and the Second Party, then in such event evety such case shall be referred to the arbitration of two arbitartors, 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 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 soceity and no outsiders can be appointed either arbitrators or umpire, in any case.

21/11/2015

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Dr. Krishna Kumar  
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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 Lumpsum in the period decided by the society. 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 society.

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

Mahabir  
Mahato  
5/12/2015

Signature of witnesses: Ashok Kumar Sharma

Ashok Kumar Sharma

S/O Late Banwar Lal Sharma

306 Nayvardhan Plaza  
Sector IV B. S. G. Ind

Surendra Kumar

S/O Late Sahdeo Yadav

of Banshidhar Chas

Puruli's Road Chas

BOKARO

8-12-15

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