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Chas. 10.11.09

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Kamhijee Prasad  
3/11/11

श्री. लालू प्रसाद सिंह

नेताजी सुभाष नगर, साकरी नि. सं. दि. 10.11.09

मो. वारा (शिकारी)

Om Prakash Sharma  
आम प्रकाश/शर्मा

अवैतनिक सचिव  
मो. वारा (शिकारी)

05AA 337444

श्री. लालू प्रसाद सिंह  
3/11/11

3/11/11 AGREEMENT OF LEASE

Name of the Parties: NETAJI SUBHASH NAGAR, Saikari, Grih Nirman Samiti Ltd, Bharrara, P.O. Chas, Dist. BHARRARA, Registration No. 6 of 1981 dated 29<sup>th</sup> July, 1981 under Class circle (herein after referred to as lessor, First party).

Represented by (1) Sri. KANAIYA PRASAD SINGH  
Designation PRESIDENT

Son of Sri. LALU PRASAD SINGH

(2) Sri. O.M. PRAKASH SHARMA  
Designation HONY. SECRETARY

Son of Sri. LALU PERSMANAND PRASAD

(3) Sri. ....  
Designation .....

Son of Sri. ....

As per resolution No. (5) Director's meeting dated 08.11.2009



Sri. BHANU PRASAD RAI  
Sri. LALU PRASAD RAI  
BHARRABHATI Religion: HINDUISM

Vill. CHIMTA, P.O. P.S. ALIPUR  
DIST. GAYA, BIHAR

SECTOR 12, MAIN STREET - 37, OR. No. 980  
BOKARO, STREET CITY, BOKARO

by Profession .....  
(herein-after referred to as Lessee, Second Party)

11.12.09

3112









झारखण्ड JHARKHAND

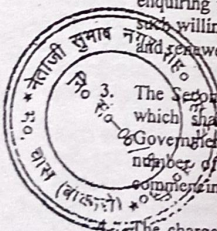
604321

*Kanhaiya Prasad Singh*  
 9/12/11  
 कन्हैया प्रसाद सिंह  
 अग्रज  
 नेताजी सुभाष नगर राहण गं. सि. 110 सं. 11  
 गं. धारा (निकारो)

*Omprakash Singh*  
 3/11/2011  
 ओम प्रकाश शर्मा  
 अद्वैतनिक सोसिय  
 गं. कल्याण नगर राहण गं. सि. 110 सं. 110  
 गं. धारा (निकारो)

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 the leased. 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 here after 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 Cluse-3 following the lease shall be a lease for ..... 89 (Eighty Nine) ..... years ..... months ..... days and the Second Party shall have an option to renew the lease on the same terms and conditions as here in after appearing for a further period of ..... 89 (Eighty Nine) ..... 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. The Second Party shall pay rent on or before the 31<sup>st</sup> day of March every years to the Society, which shall bear the same proportion to the total rent payable by the First Party, to the Government of Bihar, the basis of distribution of total rent payable by the First Party will be total number of existing plot holders in a ratio of respective Plot Sizes, the rent for First year commencing from the following 1<sup>st</sup> April from the date of this lease Deed.

4. The charges for the Construction and development of the Services, for the supplies of water the Power, systems for the disposal of sewage and storm water, the road, the bridge, the marketing's, the school and





झारखण्ड JHARKHAND

604322

*Kaulajye Prasad Sengupta*  
3/12/11

*(Signature)*  
3/12/11

*Omprakash Saha*  
3/12/11

**ओम प्रकाश शर्मा**  
अवैतनिक सचिव  
नेताजी सुभाष नगर सहकारी मंदिर मंडल  
मो. बांस (बोकारो)

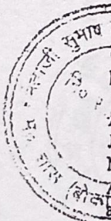
*रवि चंद शर्मा*  
3/11/11

THIS indenture of lease made this 3<sup>rd</sup> day of the month of December of year 2011 between the Netaji Subhash Nagar Sahkari Grih Nirman Samiti Ltd. Bharara, Chas here in-after called the "Lessor" --First Party ( which term where ever the context here in so admits shall mean and include its successor and assigns) of the one part AND Smt. Dharam Devi Prasad here in-after called the "Lessee" second Party ( which term wherever the context herein so admits shall mean and include his/ her, heirs, executors, administrators, representative and assign) at present employed as ..... in ..... Department of the ..... a House wife / Businessman, of the other part.

WHARE AS, the Netaji Subhash Nagar Sahkari Grih Nirman Samiti, a society registered under the Bihar and Orissa Co-operative Societies Act 1935 has taken possession of lands acquired on its behalf from RALYATS of the locality through various registered Sale Deeds and from members of the Society transferred through registered Deeds for leveling, plotting and development of the land as per plan of the Society.

AND WHERE-AS the First party has developed the residential colony as per the layout plan dated 12<sup>th</sup> June 1987.

Now, therefore, this indenture witnesseth that in consideration of the payment as per pare (3) above and in consideration of the terms-convenants her in-after contained to which the Second aforesaid plot fully shown in the layout plan dated 12<sup>th</sup> June 1987 to hold the same unto the Second Party for a period of 89 years.....X.....months.....X.....days with effects from the 3<sup>rd</sup> day of the month of December of the Two thousand Six. ||







झारखण्ड JHARKHAND

A 614938

*Koukaj Prasad Singh*  
3/1/11

उपस्थित  
सहायी सुभाष नगर सहो गुरु नि.  
सं. मास (बिकाले)

*Ompalkash Sharma*  
3/1/2011

ओम प्रकाश शर्मा  
अवैतनिक सचिव

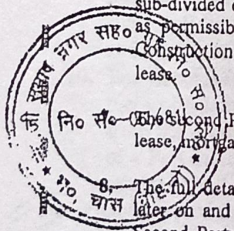
सं. मास (बिकाले)  
सहायी सुभाष नगर सहो गुरु नि.

*सहायी सुभाष नगर सहो गुरु नि.  
3/1/11*

other Common facilities are to be paid by the second party under the terms and conditions fixed by the first party.

5. The second party has taken the plot from 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 plot and/ or residential building constructed there-onto 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 unreasonable with held, but if the same is disposed off to out sider, then said person will have to be a member first of First party subject to the approval of First Party and Valuation of the property will be determined at the that time by the Committee of First Party which will be binding to second Party as well and same well and same will be payable by the Purchaser.

6. The Second Party construct house in the plot allotted to him/her and the said plot shall not be so sub-divided or utilized for the Construction of more dwelling house besides garage and out house as permissible under, the building Bye-laws prescribed by First Party. Any deviation in the Construction as per plans approved by the first Party will also constitute Voilations of terms of lease.



7. The Second Party shall neither by allotted more that one plot nor shall be/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 full details of development charges and other charges will be determined by the First Party later on and same will be approved by the Society, then the said Charges will be payable by Second Party with out any hesitation with in the time allowed by the Society after Service of Notice in writing by the First Party to Second Party.



Kanhaiya Prasad Singh  
3/12/11

Chandrakant Sharma  
3/12/2011

3/12/11  
2/12/11

9. The Second Party shall complete the construction of at least half of the minimum prescribed plinth area in the ground floor within.....10(Ten)..... Years from the date of delivery of possession of the plot and/or a Local Authority, in accordance with and subject to the provision of such Building By-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.
10. 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 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 nominee is approved by the Board of Directors and is in the records of the Society.
11. The Second Party shall not use or cause of the 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 portico and barring the said things, no Construction of any type will be made by Second Party.
12. The Second Party shall not do any act which causes the stagnation of water or any other liquid Substance which in the boundary of the residential colony of the First Party.



Kanhaiya Prasad Singh 3/12/11

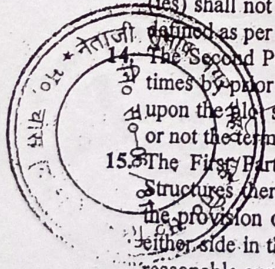
अच्छा  
नेताजी सुभाष नगर सह० गृ० नि० सं० लि०  
म०, कास (बोकारो)

Omprakash Sharma 3/12/2011

ओम प्रकाश शर्मा  
अवैरानिक सचिव  
नेताजी सुभाष नगर सह० गृ० नि० सं० लि०  
म०, कास (बोकारो)

राशि देव राय  
3/12/11

13. The Second Party to whom the plot it allotted shall pay to the First Party all Charges for the maintenance and improvement of the Service for the supplies of water and power, the System for the disposal of Sewage and Storm water, the roads, the parks, the marketing and other Common facilities at the rate to the determined by the First Party by the 31<sup>st</sup> may of every year to be applicable during the following financial year beginning from first July next, on the basis of per square meter of the floor area of the building of the Second Party by dividing the estimated expenditure by the total floor area in the residential colony, it being affirmed that the floor area for the purpose will be defined as (i) in the case of plot not containing any building up to the .....10(Ten) .....years of the delivery of the possession to the Second Party, the half of the maximum plinth area prescribed and the full maximum plinth area after the expiry of the aforesaid period of.....10(Ten).....years (ii) in the case of plot containing only a partial constructed building but not inhabited the floor area will be assumed as in (i) above and (ii) in the case of a plot on which the construction of the building has been completed and is inhabited, the actual floor area provided that stair-case, open terrace (s), portico (es) and balcony (ies) shall not be included in the total of the floor area. In all other cases the floor area would be defined as per the provision of Building Bye-laws.
14. The Second Party shall allow the First Party or his agents authorized by writing at all reasonable times by prior appointment during 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 condition laid down herein are being properly observed.
15. The First Party shall have right to re-enter and resume possession of the plot, including the structures thereon after paying compensation at the prevailing prices in case of breach of any of the provision of this deed or in surrender by the allottee, by serving Six months notice from the either side in the writing provided First Party before taking any action under this clause must give reasonable opportunity to show cause.
16. On surrender of the plot to the First Party before any Construction is done on it by the Second Party within .....10(Ten).....years from the date of registration, the First Party shall pay to the acting the existing due on





Kanhaiya, Prasad Sagar  
3/12/11

अवस्था  
मेलाजी सुभाष नगर सहज प्लॉट नि० सं० नि०  
नं०. १२२ (श्रीकाशी)

Chaitanya Sharma

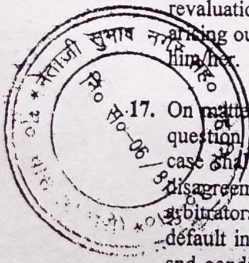
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असु प्रसाद शर्मा  
अवैतनिक सचिव  
मेलाजी सुभाष नगर सहज प्लॉट नि० सं० नि०  
नं०. १२२ (श्रीकाशी)

11/12/11  
M/S 103 R 12

his/her and establishment expenses as per rules of the society and in that case consideration money as per para3 (a) will not be applicable, other deposits shall be refund as per rules.

In case of surrender of plot after building construction in 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.



17. On matters not specifically stipulated in these presents and also in case of any dispute, doubt or question arising here m-after at any time, between the First Party. Then in such event every such case shall be referred to the arbitration 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 conclusiye 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 present and be liable to action under clause 15 here-in 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.



Kamhaiya Prasad Singh  
3/12/2011

Om Prakash Sharma  
3/12/2011

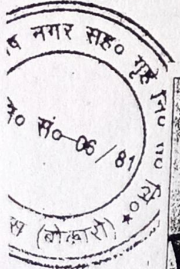
धर्म देव शर्मा  
3/12/11

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

*[Handwritten signatures]*

**WITNESS :**

- 1) Signature:- *Saxmi choudhary*  
 (Name in full): *S. Late Ramchandra choudhary*  
 Address : *Sec-IX "D" St No-37, C/A10 - 1104 B.S. City*  
 Signature of the representatives for and on Behalf of Netaji Subhash Nagar Sahkari grih Nirman Samiti Ltd. Bharara, chas.  
 Signature *Kamhaiya Prasad Singh*  
 (Name in full) : **KANHAIYA PRASAD SINGH**  
 Designation : **PRESIDENT**  
 अध्यक्ष
- 2) Signature : *Ram Prakash Chauhan*  
 (Name in full) : *Ram Prakash Chauhan*  
 Address : *Dr. Nagar/3E / B.S. City*  
 Signature *Om Prakash Sharma*  
 (Name in full) : **DM PRAKASH SHARMA**  
 Designation : **HONY SECRETARY**
- 3) Signature : *ओम प्रकाश शर्मा*  
 (Name in full) : *अवैतनिक सचिव*  
 Designation *नेताजी सुभाष नगर सह० गृ० नि० स० लि०*  
 म०, चास (बोकारो)



Signature of the lessee- SECOND PARTY  
 Signature: *धर्म देव शर्मा*  
 (Name in full): **DHARAM DEO RAI**  
 Address : **SECTOR IX D, STREET-37**  
**QR.No: 980 BOKARO STREET CITY**  
**BOKARO, JHARKHAND**

*धर्म देव शर्मा*