

DATED the 19th September 1939.

THE TATA IRON AND STEEL
COMPANY, LIMITED.

TO

THE ARYA SAMAJ.
LEASE OF LAND AT JAMSHEDPUR.

TERM OF 99 YEARS
Commencing 1st January 1937.

Registered in
Book No. I
Volume No. 28
Pages 103 to 125
being No. 2608
For the year 1939.

Seal of the
Sub-Registrar
of Jamshedpur.

Sd/ Susil Chandra Mukherjee.
Sub-Registrar of
Jamshedpur.
5/10/39.

Admissible under Registration Rule 34
duly stamped under the Indian Stamp
Act 1899, Schedule I or IA, as amended
by Bihar Stamp Act 1937 No.35(a)(iv).

*File
with
7/8/39*

Fee paid			
A(3)(a)(iv)	...	-/8/-	
M(a)	...	8/-	
M(c)	...	-/4/-	
		8/12	

Received the original of the
less. 31/11/39
Sd/ Akhmalal Bains
7-8-40.

Sd/ S. C. Mukherjee.
REGISTERING OFFICER.
25/9/39.

THIS INDENTURE made the Nineteenth day of September
One thousand nine hundred and thirty nine Between THE TATA
IRON AND STEEL COMPANY, LIMITED, a Company duly incorporated
under the Indian Companies Act, 1882, and having its
registered Office at Bombay hereinafter called "the Company"
(which expression shall where the context so admits include
the reversioner for the time being immediately expectant
upon the term hereby granted) of the one part and
(1) DIARAM CHAND AHUJA son of Lala Asmanand Ahuja by caste
Arya Samajist by profession Employee, Tisco. Ltd., residing
at Jamshedpur and (2) HARI CHAND son of Lala Jai Dayal
by caste Arya Samajist by profession Employee, Tisco. Ltd.,
residing at Jamshedpur and (3) BAIJNATH son of Lala Badri
Nath Kapur by caste Arya Samajist by profession Employee,
Tisco. Ltd., residing at Jamshedpur and (4) HARBANS LAL
KOCHAR son of Lala Lachmidas Kochar by caste Arya Samajist
by profession Employee, Tisco. Ltd., residing at Jamshedpur
the present Trustees of the Arya Samaj situate at Jamshedpur
and having its office at the Arya Samaj in the Tapti Road
Club Area (hereinafter called "the Lessées" which expression
shall where the context so admits include the future
Trustees or Trustee for the time being of the said Arya

:- avoicy at HINDOANIS BUREAU OF LIGHT

Samaaj to whom the term hereby granted shall be assigned and their or his assigns) of the other part.

WHEREAS by an Indenture of Lease dated the thirtieth day of December 1936 made between the said "Company" of the one part the aforesaid "Lessees" of the other part and registered at the Sub-Registry of Janshedpur on the second day of January 1937 in Book No. I, Volume No. 2 pages 230 to 252 being No. 2 for the year 1937, a piece of land measuring 1.471 (one decimal point four seven one) acres more or less more particularly described in the Schedule thereto was demised by the Company unto the

Lessees aforesaid for a term of twenty years from the first day of January 1934 for the purposes of constructing a prayer hall and other buildings for the Arya Samaaj.

AND WHEREAS the Lessees as aforesaid have agreed to surrender the lease above recited and applied to the Company for being given a lease of the aforesaid premises to the Lessees (in exchange thereof) on the terms and conditions and on such rent as are usually granted by the Company to religious institutions in the town of Janshedpur and the Company has agreed to grant such a lease on terms and conditions hereinafter appearing after accepting the surrender of the twenty years' lease and cancelling the above recited Indenture of Lease dated the 30th December 1936 which cancellation the Lessees hereby accept confirm and ratify.

AND WHEREAS the said land by these presents demised is subject to a mortgage created for the purpose of securing an issue of 4% "A" Mortgage Debenture Stock of the Company created by a Trust Deed dated the 2nd day of July 1937 of which Mr. Jehangir Ratanji Dadabhoi Tata and Mr. Dinsha Khurshedji Daji are the present Trustees and are hereinafter referred to as "the 4% "A" Mortgage Trustees".

NOW THIS INDENTURE WITNESSETH as follows :-

1. In consideration of the surrender of the above recited Indenture and of the expense to be incurred by the Lessees in the erection of the buildings hereinafter mentioned and of the rent and Lessees' covenants hereinafter reserved and contained the Company with the consent of the 4% "A" Mortgage Trustees hereby demises unto the Lessees ALL THAT the land in the said Schedule hereunder written more particularly described TO HOLD the same unto the Lessees for the term of ninety nine years commencing on the first day of January One thousand nine hundred and thirty seven yielding therefor unto the Company the annual rent of Re.1/- (Rupee one only) payable in advance on or before the sixth day of January in every year in respect of the then current year the first of such payment to be made on or before the sixth day of January 1937 without any deduction.

2. And the Lessees for themselves and the survivors and survivor of them their and his assigns to the intent that the obligations (save where they are satisfied earlier) may continue throughout the term hereby created do hereby covenant with the Company as follows :-

- (a) To pay the reserved rent on the days and in manner aforesaid.
- (b) To erect and build in a substantial and workmanlike manner at their own cost and expense on the demised land or on part thereof a prayer-Hall (hereinafter called "the Mandir") for the said Arya Samaj and other buildings to be used for the objects and purposes of the said Arya Samaj with necessary outhouses, boundary walls, sewers, drains and latrines in accordance with the plans, elevations and specifications approved and signed by the Chief Town Administrator as hereinafter defined and under the inspection and to the satisfaction of the said Chief Town Administrator and to complete

the same in all respects for for immediate occupation by the first day of January 1940 (unless prevented by accident or unavoidable causes and in such case as soon after such date as is practicable) and to expend upon such work the sum of Rs. 15,000/- (Rupees fifteen thousand only) at the least in the cost price of materials and labour, such expenditure if required, to be verified to the satisfaction of the said Chief Town Administrator by the production of proper vouchers and to lay out the remainder of the demised land with paths gardens and lawns

suitable to and proper for the use of the said Arya Samaj to the satisfaction of the said Chief Town Administrator and to use the said land Mandir and buildings solely for and in connection with the purposes and objects of the said Arya Samaj and for no other purpose.

(c) To bear pay and discharge all existing and future rates taxes assessments impositions or outgoings imposed or to be imposed by any statutory local authority upon the demised land and/or the buildings thereon or upon the owner or occupier in respect thereof or payable by either in respect thereof.

(d) To pay to the Company in advance on the sixth day of January and the sixth day of July in every year during the continuance of this Lease such contribution as the Company may from time to time fix as payable by the Lessees (such contribution not exceeding the amount which would be payable in a similar case under the Bihar and Orissa Municipal Act for the time being in force) in respect of all such services of a Municipal nature which may at any

time during the continuance of this present Lease be rendered or maintained within the locality in which the demised land is situate by the Company or by any administrative body (not being a statutory local authority) formed by or in conjunction with the Company for the purpose of rendering or maintaining such services as aforesaid and to pay interest thereon at twelve per cent per annum from the due date to the date of payment. Provided Always that if the administration of the services of a Municipal nature in the said locality is taken over by any statutory local authority which imposes rates or taxes upon the Lessees and/or the Company (which rates and taxes will be payable by the Lessees under the provisions of Clause 2(c) of these presents) then in such event the Lessees shall not be called upon by the Company to pay any such contribution as aforesaid under this present covenant to the Company in respect of such services as are rendered or maintained by such statutory local authority.

- (c) Not to transfer or charge by way of sale mortgage assignment sub-lease or otherwise part with possession of the demised land Mandir or buildings thereon or any part thereof or any interest therein or the right of enjoyment thereof without the consent in writing of the Company previously obtained which consent the Company shall in its absolute discretion be entitled to give or refuse provided nevertheless that if the Lessees or any of them shall cease to be Trustees of the said Arya Samaj this lease may without the consent of the Company but on notice to the Company be assigned to the such other persons as may be appointed in accordance with the constitution of the said Arya Samaj to act as Trustees of the said Arya Samaj in

connection with the present tenancy.

(f) In the event of the Lessee desiring to take a supply of water and/or electricity for the purposes of the demised land or any part thereof or the Mandir or the buildings erected thereon or any part thereof from the Company or any other Company or body having authority to supply the same the Lessees shall pay to the Company on demand made by the Company all the costs and expenses of the necessary connections between the demised land and the mains or other supply pipes or lines of the Company or other

supplier as the case may be and all fees properly payable in connection therewith and further that the Lessees will pay to the Company or other supplier as the case may be for all water and electric energy supplied to the said premises or any part thereof at the rates current for the time being and will observe all the regulations for the time being ^{In force relating to} ~~XXX XIX XXXXX~~ any such supply as aforesaid. Any bills remaining unpaid after the due date shall carry interest at the rate of 12% per annum from the due date to the date of payment.

(g) That in the event of the Company or any local authority requiring any alteration in the latrines at any time existing on the demised land or any part thereof or in any buildings erected on the said land or on any part thereof or desiring the existing latrines or any of them to be connected up with the nearest sewer main of the locality in which the demised land is situate the Lessees will build and thenceforth maintain in proper working order latrines of the type and pattern approved by the Company or the local authority as the case may be and will at the request of the Company forthwith

cause the said latrines whether original or substituted ones as the case may be to be connected with the nearest public sewer main or drain to the satisfaction of the Company and the local authority but at the cost of the Lessees and will also pay to the Company or to the local authority as the case may be all the costs and expenses of the necessary connections between the devised land and the said main or drain and all fees properly payable in connection therewith as the case may be with or without workmen to enter upon the devised land and thereon do all such works and things as may be necessary for making the said connections.

(h) To keep the devised land the Mandir and all buildings thereon and all drains in good state repair and condition as proper for use by the said Arya Samaj to the satisfaction of the said Chief Town Administrator and if destroyed by fire earthquake flood or otherwise to rebuild the destroyed Mandir and other buildings to the satisfaction of the said Chief Town Administrator according to the original plans elevations and specifications so far as reasonably possible.

(i) Not to erect or build or permit to be erected or built on the devised land any new buildings otherwise than in pursuance of Clause 2(b) hereof or to make or permit to be made any permanent alterations in or additions to or to cut or damage any of the principal walls or timbers of the buildings for the time being on the said devised land, or to sink any well or dig any pit in the devised land except with the previous written consent of and in accordance with plans and specifications previously approved by the said Chief Town Administrator.

Chief Town Administrator.

- (j) Not to diminish the value of or in any other way to injure the demised land or any of the buildings for the time being erected thereon.
- (k) Not to keep or store any dangerous or inflammable substances or keep for sale or storage any intoxicating liquors on or in the said premises for keep any cattle or animals for profit thereon without the previous consent in writing of the said Chief Town Administrator or to use the said premises for any purposes which may be a source of nuisance or annoyance to the tenants or the occupiers of the adjoining or neighbouring premises.
- (l) Not to use the demised land or any part thereof for shops or for agricultural or horticultural purposes or for any commercial, industrial or business purposes or for any other purpose whatsoever except for the proper purposes of the said Arya Samaj as aforesaid provided that the Lessees shall be at liberty to maintain kitchen and/or flower gardens as an adjunct to the premises of the Mandir and other buildings for the use of the said Arya Samaj and its members but for no other purpose and not to allow the demised land or any building erected thereon or on any part thereof to be used by any persons other than the members or servants of the said Arya Samaj or the guests of the said Arya Samaj or of its members or the general public when admitted in accordance with the regulations of the said Arya Samaj but not otherwise.
- (m) Not to cut any trees standing on the demised land without the previous consent in writing of the said Chief Town Administrator.
- (n) To insure and keep insured to the satisfaction of the Company the Mandir and all other buildings erected on the demised land.

- (o) To conform to all rules and regulations and to pay all fees from time to time prescribed by the Company or by any Local Authority or by the Administrative Body of the Area (whether private or public) for the regulation of sanitation and for the welfare and public administration of the said Area.
- (p) At all reasonable times to allow the Company through any Agent thereunto lawfully authorised by it with or without workmen to enter upon the said demised land and the Mandir and other buildings erected thereon for the purpose of satisfying the Company that the covenants on the part of the Lessees are being duly observed and performed.
- (q) That if the Lessees shall at any time make default in the performance of any of the covenants hereinbefore contained for or relating to the erection of the said Mandir and other buildings or for or relating to the repair of the same or in performance of any of the covenants hereinbefore contained for or relating to any other work or thing to be done by the Lessees it shall be lawful for the Company (but without prejudice to the right of re-entry and forfeiture under the clause in that behalf hereinafter contained) to enter upon the said premises or any part thereof and to complete the buildings and/or repair the same as the case may be and to do all such other things as should have been done by the Lessees at the expense of the Lessees in accordance with the covenants and provisions of these presents and the expenses of making good the defaults of the Lessees shall be repaid by the Lessees to the Company on demand.
- (r) To surrender and yield up peaceably and quietly the said demised land and (subject as hereinafter provided) all buildings (including the Mandir) then erected on the

said land to the Company upon the expiration or earlier determination of the said term of ninety nine years in good repair and condition.

3. And the Company hereby covenants with the Lessees that the Lessees paying the said rent and performing and observing the covenants hereinbefore contained may peaceably hold and enjoy the said land hereby demised and the Mandir and all other buildings erected thereon in pursuance of these presents without any interruption by the Company or any person or persons claiming through it. PROVIDED AND IT IS HEREBY AGREED

AND DECLARED that the Lessees shall not acquire any permanent right or rights of occupancy in the said demised land or any part thereof whether by means of their occupation thereof under this Lease or by means or reason of their continuing to occupy the said land after the expiration of this Lease without any fresh or renewed lease and although there may be no express agreement or arrangement excluding the acquisition of a right of occupancy.

4. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED by and between the respective parties hereto as follows :-

(a) If the Lessees commit or allow to be committed any breach of any of the covenants on their part hereinbefore contained or if the rent hereinbefore reserved or the contribution for municipal services as per Clause 2(d) or any of the bills mentioned in Clause 2(f) shall remain unpaid for twenty-one days after the same became due, (whether formally demanded or not) or if the Lessees or other the person or persons in whom for the time being the term hereby created is vested shall be adjudicated insolvent or being a Company shall be in liquidation or if the

demised land or any part thereof or the right title or interest of the Lessees or any part thereof therein shall be sold in execution of any decree of Court (whether being a mortgage decree or money decree or otherwise) and the Company shall not have consented to such sale then and in any of such cases it shall be lawful for the Company in the name and on behalf of the person or persons then entitled to the immediate reversion expectant on the term hereby created to enter upon the demised land the Mandir or other buildings thereon ~~or any part thereof in the name of the whole~~ and thereupon the term hereby created shall be determined.

- (b) If the Company shall for any purpose, object or reason be desirous of resuming possession of the land hereby demised and of such desire shall give to the Lessees six calendar months' notice in writing then at the expiration of such six calendar months the Company shall be at liberty to enter into possession of the land hereby demised and the Mandir and other buildings thereon provided that in the event of the Company entering into possession of the said land and the Mandir and other buildings thereon under this clause it will ^{allow} the Mandir building proper to stand untouched but such Mandir building proper shall cease to be used as a place of worship and the Lessees shall have no interest in or right over the same and the Company shall be free to use the said land and compound and all buildings other than the Mandir building proper thereon for any purpose whatsoever and will pay to the Lessees such sum as compensation for the said buildings (other than the Mandir building proper) as may be agreed upon between the parties hereto and in the event of disagreement between them the matter shall be referred

to two arbitrators, one to be appointed by each party, which arbitrators shall appoint an umpire before taking up the burthen of the reference with power to make an award as provided in the Indian Arbitration Act, 1929, and all the provisions of that act or of any other Act of the Legislature passed in substitution therefor or in modification thereof shall be deemed to apply to any reference hereunder.

(c) It is also hereby agreed that if it shall ever

~~hereafter appear that the said Mandir is not needed~~
in the Town of Jamshedpur or in the part of the town where it is now located or has ceased to be used as such by the said Arya Samaj the Company shall be at liberty to enter into possession of the land hereby demised and the Mandir and other buildings thereon and to possess and use the same in manner similar to that prescribed in Sub-clause (b) of this clause but without liability for payment of any compensation.

(d) If the Company shall resume possession either under clause 4(b) or under clause 4(c) hereof this Lease shall become null and void.

(e) In the event of the demised land or any part thereof being retaken by Government or compulsorily acquired by Government or any Local Authority or Statutory Body at any time during the term hereby granted the Lessees shall not be entitled to any part of the compensation payable in respect of the demised land or the buildings thereon or any part thereof or in respect of the enjoyment thereof or in respect of the benefit of this Lease; all of which shall belong to the Company and be payable to the Company or to claim as against the Company any compensation in respect of such retaking acquisition or otherwise or by way of ;

damages for breach of any covenant for title or quiet possession express or implied on the part of the Company but the Lessees shall be entitled at any time after notice of such retaking or acquisition as aforesaid to determine this present demise by notice in writing to the Company such notice to expire at the end of an English Calendar month and to be given not less than three English Calendar months before the intended date of termination provided however that if any buildings belonging to the Lessees standing on the demised land shall be taken over by Government or other acquisition authority and any compensation shall be paid therefor then in such case the Lessees shall be entitled to receive only such compensation as shall be paid by Government or the other acquisition authority for the buildings belonging to the Lessees.

- (f) Any notice by way of request demand or otherwise by this Indenture or otherwise required to be given to or served upon the Lessees may be given or served by being sent by registered post addressed to the Lessees or any of them at their or his ordinary place of business or residence or at the office of the said Arya Samaj or to the Secretary of the said Arya Samaj at the office aforesaid or to the address of the premises hereby demised and shall be deemed to have been received by the Lessees and all of them on the day on which it would have been delivered in the ordinary course of post and any notice so served ^{shall be deemed to have been sufficiently served} on all persons comprised within the expression "the Lessees". Any such notice required or permitted to be given or served upon the Company may be given or served by being sent by registered post addressed either to that Company at its Registered Office or to the said Chief Town Administrator,

and not to be deemed to have been served on any other person.

(if any) at his office for the said Area.

(g) The expression "the Chief Town Administrator" shall mean any acting Chief Town Administrator appointed as such by the Company to administer the area within which the demised land is situate or such other officer or other agent as may from time to time be appointed or authorised by the Company to carry out all or any of the duties of the Chief Town Administrator either generally or for the purposes of this Lease or failing any such appointment shall mean the Company or the duly authorised agent or representative of the Company for the time being.

(h) The provisions of Section 108 of the Transfer of Property Act 1882 (except Sub-clauses (k) (l) (n) and (q)) shall not apply to the tenancy by these presents created.

IN WITNESS whereof the Company has caused its Common Seal to be hereunto affixed and the Lessees have hereunto set their respective hands and seals the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO.

ALL THAT piece or parcel of land measuring 1.471 (one decimal point four seven one) acres more or less and butted and bounded as follows that is to say :-

On the North by - the Steel Company's road known as the Tapti Road

On the South by - partly by the northern boundary of the vacant plot No.8 in the said Club Area not yet allotted

On the East by - Plot No.6 leased to the Utkal Association

On the West by - the Steel Company's vacant roadside land along the Pipe Line Road as the same is more particularly delineated on the Plan

annexed hereto and therein coloured yellow situated in Tapti Road Club Area bearing Company's Holding No.5 in the said area in the town of Jamshedpur within the Company's acquired lands within the Registration District of Singhbhum in Sub-Registration District Dhalbhum in Thana Sakchi for which said piece or parcel of land no Municipal holding ward or circle number has been allotted.

The Common Seal of abovenamed The Tata Iron & Steel Company, Limited, was hereunto affixed pursuant to a Resolution of the Directors of the Company passed on the 19th day of October One thousand nine hundred and thirty eight in the presence of

S E A L.

1. Sd/ Cowasji Jehangir.
2. Sd/ Dinsha K. Daji.

DIRECTORS.

TATA SONS, LTD., AGENTS.

Sd/ A. R. Dalal.

DIRECTOR.

SIGNED SEALED AND DELIVERED

by the abovenamed (1) DHARAM

CHAND AHUJA (2) HARICHAND

(3) BALJNATH and (4) HARBANS

LAL KOCHAR in the presence of

1. Sd/ N. Ghose Roy.

2. Sd/ A. K. Mitra.

1. Sd/ Dharan Chand Ahuja.
2. Sd/ Harichand.
3. Sd/ Baijnath.
4. Sd/ Harbans Lal Kochhar.

Certified that this is a true and exact copy of the original.

Sd/ S. Gupta.

Constituted Attorney for the Tata Iron & Steel Co.Ltd.

Presented for registration at 1-30 P.M.
on the 25th day of September 1939
at the Jamshedpur Sub-Registry Office

by Mr. S. C. Gupta
son of late Mr. Bamandas Gupta
of Jamshedpur
Thana Bistapur
District Singhbhum
by caste Baidya
by profession Land Officer,

Seal of the
Sub-Registrar
of Jamshedpur.

Sd/ Satyesh Chandra Gupta
Constituted Attorney for
the Tata Iron & Steel
Coy. Ltd.
25.9.39.

attorney for Messrs. Tata
Iron & Steel Coy. Ltd., the
~~claimant~~ claimant
under a power No. 122 of 1925
authenticated by the S.R.
Bombay.

Sd/ Susil Chandra Mukherjee.
Registering Officer.
25/9/39.

Execution is admitted by the above agent
Mr. S. C. Gupta for Messrs. Tata Iron &
Steel Coy. Ltd. & the said agent is
personally know to me and by Mr. Dharam
Chand Ahuja son of Lala Ananand Ahuja
& by Mr. Hari Chand son of Lala Jai Dayal
& by Mr. Baijnath son of Lala Badri Nath
Kapur & by Mr. Harbans Lal Kochhar son of
Lala Lachmi Das Kochhar, all of Jamshedpur
Thana Bistapur by caste Arya Samajist, by
profession employes, Tisco., who are all
personally known to me.

Sd/ Satyesh Chandra Gupta
Constituted Attorney for the
Tata Iron & Steel Coy. Ltd.
25.9.39.

1. Sd/ Dharam Chand Ahuja.
25.9.39.
2. Sd/ Hari Chand.
25.9.39.
3. Sd/ Baijnath
25.9.39.
4. Sd/ Harbans Lal Kochhar.
25.9.39.

Sd/ Susil Chandra Mukherjee.
Registering Officer.
25/9/39.

... at ...
...

...
...

PLOT No. 5

KHATA No. 245

WARD No. 7

THANA No.