

SUB-LEASE OF RESIDENTIAL HOUSES  
UNDER TENANT OWNERSHIP SYSTEM

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Dated THIRD MARCH . 1960

JAMSHEDPUR CO-OP. HOUSE BLDG. SOCIETY, LTD.

*Signature*  
Ex. Secretary

JAMSHEDPUR CO-OPERATIVE HOUSE  
BUILDING SOCIETY LTD.

To

Sri CHANDRASEKHARPURAM RAMASWAMY IYER VENKTESWARAN

<sup>LATE</sup>  
Son of Sri. CHANDRASEKHARPURAM MANJUNATHAN

S. R. No. 760

For

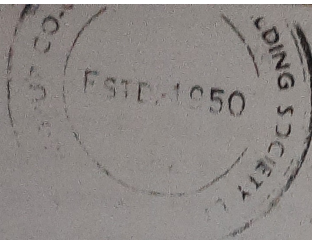
Holding No. 36

In the Kaps Nagri Colony,  
Samar, Jamshedpur.

Term 24 years.

Commencing from 1<sup>st</sup> FEBRUARY 1960.





THIS DEED OF LEASE MADE THE THIRD DAY OF MARCH

One thousand Nine Hundred Sixty between the JAMSHEDPUR CO-OPERATIVE HOUSE BUILDING SOCIETY, LTD., a Society registered under the Bihar & Orissa Co-operative Societies Act ( VI of 1953 ), having its registered office at Jamshedpur in the District of Singhbhum in Bihar hereinafter called the "SOCIETY" ( which expression shall where the context so admits include its successors or reversioners for the time being immediately expectant upon the term hereby created ) of the one part AND Sri CHANDRASEKHARAPURAM RAMASWAMY IYER VENKITESWARAN Son of Sri LATE CHANDRASEKHARAPURAM MANIYAN VAGHYAR RAMASWAMY IYER by faith HINDU by occupation SERVICE residing at Jamshedpur Police Station Bistupur District Singhbhum hereinafter called "the Tenant" ( which expression shall where the context so admits include his heirs executors administrators or permitted assigns ) of the other part.

WHEREAS the Society has been formed with amongst others the objects of acquiring lands at Jamshedpur either on lease or otherwise for the purpose of building residential houses on small pieces thereof at its own cost and expense and subletting them to the Tenants who are its constituent members and recovering the costs and expenses thus incurred from the respective tenants in easy instalments.

AND WHEREAS in furtherance of the aforesaid object, the Society applied to the Tata Iron & Steel Co., Ltd., Jamshedpur ( hereinafter called the 'Company' ) for granting to it lands within the latter's acquired area in the town of Jamshedpur for the aforesaid purpose and the Company has granted the Society a lease of two blocks of land measuring 1.607 and 5.007 acres respectively by a Registered Indenture of Lease dated Ninth day of December 1959 which two blocks of land are described in Schedule "A" hereinbelow to hold the same for the term of 30 ( Thirty ) years from the 1st day of August, 1954 on terms and conditions contained in the said Indenture of Lease ( hereinafter called the 'Head Lease' ) and the Society is seized and possessed of the said two blocks of land on the footing of the said Head Lease and in pursuance of the terms and conditions of the said Head Lease has developed the said blocks of land at its own cost and expense by levelling the same laying out roads giving access to the different plots and metalling and paving the same and also fencing the different plots and has constructed residential houses thereon.



AND WHEREAS the Tenant as a Share-holder of the Society, is a constituent member of the Society (his Serial number in the Register of members being S. R. No. 760) and has, under the rules of the Society, become entitled to an allotment of a piece of land out of the aforesaid two blocks of land acquired by the Society by the aforesaid Head Lease from the Company for having residential houses and necessary out-houses built thereon and has paid to the Society an advance of Rs. 3,500/- (Rupees Three Thousand Five hundred only) being approximately 20% of the approximate estimated cost of erection of residential building on the land that may be allotted to him and has also agreed to pay a further sum of Rs. 15,500/- (Rupees Fifteen Thousand and Five hundred only) being approximately 80% of approximate estimated cost of the aforesaid building (the actual cost thereof being not yet ascertained), has applied to the Society for granting him a lease of a piece of land for the aforesaid purpose and also to occupy the residential house and outhouse built thereon by the Society on Tenant Ownership system on terms and conditions stated hereinbelow and the Society has agreed, with the consent of the Company, to grant to the Tenant a lease of a piece of land measuring approximately 44 ft. x 50 ft. situated in Sonari area in the Town of Jamshedpur more particularly described in Schedule 'B' hereto and delineated in the plan annexed hereto, being a part of the lands demised by the Company to the Society by the aforesaid Registered Head Lease dated 9th December 1959 on the terms and conditions and rent and other dues mentioned and contained hereinbelow.

**NOW THIS DEED WITNESSES AS FOLLOWS :—**

1. In pursuance of the above agreement and in consideration of the expenses incurred by the Society in developing the land and providing for the amenities stated hereinbefore and in constructing the residential house and outhouse for the Tenant and of the rent and Tenant's covenants hereinafter reserved and contained the Society with the consent and approval of the Company, demises to the Tenant ALL THAT piece of land in Schedule 'B' hereunder written and delineated in the plan annexed hereto and therein coloured red to hold the same unto the Tenant for a term of 24 years commencing on 15<sup>th</sup> February 1960 subject to the earlier determination as herein provided yielding therefor unto the Society a yearly rent of Re. 1/- (Rupee ONE only) payable in advance on the 15th day of February in every year without any deduction and the Society puts the Tenant in possession of and allows the Tenant to occupy the residential house and outhouse standing on the said land.

2. The Tenant for himself and his heirs and administrators and permitted assigns respectively with the intent that the obligations may continue throughout the term hereby created hereby covenants with the Society as follows :—

- (i) To pay the reserved rent on the day and in the manner aforesaid and in case of default but without prejudice to the right of re-entry hereinafter contained to Pay interest at 12% p. a. from the day of default to the date of payment.
- (ii) In consideration of the expenses incurred by the Society in developing the land and providing for other amenities e.g. drains, roads, sewers, etc., in the area as aforesaid and costs and expenses of maintaining the same and costs and expenses in the Management of the Society and in insurance of the property, TO PAY to the Society along with the aforesaid rent during the continuance of



this lease a further sum of money as may be assessed by the Society which will be proportionate to the amount expended by the Society on the demised land. Such further contribution as may be assessed by the said Society shall be final and conclusive as between the parties hereto.

- (iii) To bear pay and discharge all rates, taxes, assessments, or impositions or out-goings imposed or to be imposed by any Municipality or Statutory authority upon the demised land and the buildings thereon or upon the owner or occupier thereof.
- (iv) To pay to the Society in advance on the 6th day of July every year, during the continuance of these presents such contribution as the Company may from time to time in its discretion fix as payable by the Society in respect of the premises leased to the Tenant who is not an employee of the Company for Municipal services provided by or at the instance of the Company and/or by any administrative body (not being a statutory local body) formed by or in conjunction with the Company for the purpose of providing, rendering and maintaining municipal services, and to pay interest thereon (if demanded by the Company) at 12 per cent (twelve per cent) per annum from the due date to the date of actual payment, and it is hereby expressly agreed and declared that such contribution shall also be payable by the Tenants of the Society who are employees of the Company found to have sublet such premises.
- (v) To pay every month regularly to the Company the electric and water charges for supply of electricity and water to the premises within 21 days of presentation of bills therefor. He will be allowed such concession rates as are usually allowed to the Company's employees if he is an employee of the Company for so long as he would be an employee of the Company.
- (vi) To observe all the rules and regulations of the Company for the time being in force regarding supply of water and electricity and also all the Rules and Regulations provided in this regard in any law for the time being in force.
- (vii) Besides the payment in advance of the aforesaid sum of Rs. 3,500/- (Rupees *Three thousand Five hundred* only) representing approximately 20% of the estimated cost of construction of the building on the land hereby demised (which sum has already been advanced as aforesaid and the receipt thereof is hereby acknowledged) To pay to the Society a further sum of Rs. 15,500/- (Rupees *Fifteen thousand and Five hundred* only) being a further approximately 80% of the estimated cost of construction of the aforesaid building on the date the Tenant is put in possession of the building on the land demised hereby and also to pay in equal monthly instalments within 20 years from such date, i. e. the date of delivery of possession of the building to the Tenant, the balance of the actual completed cost of construction of the building on the land hereby demised after the said cost is ascertained by the Society, as also to pay such further sum as may be assessed by the Society for developing the aforesaid land and for providing amenities as stated in Cl. (ii) above together with interest at the rate of *5 % (Five)* per cent) p. a. or as may be decided by the Society from time to time, on the annual balances i. e. on such part of the instalments as shall not have been paid until the whole sum due as



aforesaid is fully paid. The aforesaid instalments shall be payable on or before 15th day of each month and the first of such instalment falling due on the 15th day of March, 1960.

- (viii) To use the demised premises for residential purposes only and for no other purpose whatsoever and in particular not to use the demised land for agricultural, horticultural, commercial, industrial or business purposes provided that the Tenant shall be at liberty to maintain a kitchen and/or a flower garden as adjunct to the residential building on the land for the use of the occupiers thereof and for no other purpose.
- (ix) To keep the demised premises and particularly the buildings on the said land and all drains in good repair and condition to the satisfaction of the Town Administrator of the Company and the Society.
- (x) Not to erect or permit the erection of any new building or make a permit or suffer to be made any permanent alterations in or additions to the existing buildings or cut or damage any of the principal walls of the buildings on the land demised or dig any well or pit without previous written permission of and in accordance with plans and specifications approved by the Company through the Society.
- (xi) Not to demolish or permit or suffer the demolition of any of the existing buildings on the demised land or any portion thereof without permission of the Society and Company.
- (xii) Not to diminish the value of or in any way to injure the said land or any of the buildings for the time being erected in the said land.
- (xiii) Not to keep any cattle or other animals for profit without the previous permission of the Company and the Society and shall abide by all the regulations that may be imposed in this regard by the Company.
- (xiv) Not to transfer charge or create any interest by way of sale mortgage assignment sub-lease or otherwise part with possession of the demised premises or any part thereof or create any other interest therein or the buildings on the demised land or any part thereof or the right of enjoyment thereof without the consent of the Company previously obtained through the Society.
- (xv) Not to cut any trees standing on the demised land without the previous written permission of the Company obtained through the Society.
- (xvi) Not to keep or store any dangerous or inflammable substances or keep for sale or storage any intoxicating liquor in the demised premises.
- (xvii) At all reasonable times to allow persons authorised by the Society as also any of the officers of the Company authorised in this behalf by its Town Administrator to enter upon the said land or the buildings thereon for the purpose of satisfying the Society and the Company that the covenants on the part of the tenant are being duly observed and performed.
- (xviii) To surrender and yield up peaceably and quietly the demised premises to the Society upon the expiration or earlier determination of the said period of 24 years.

For JAMSHEDPUR CO-OP. HOUSE BLDG. SOCIETY, LTD

  
Hon. Secretary



3. It is hereby further agreed that the permission of the Company and the Society necessary to be obtained as stated in clauses 2 (x), 2 (xi), 2 (xiii), 2 (xiv) and 2 (xv), will be at the absolute discretion of the Company and the Society.
4. If the Tenant commits or allows to be committed any breach of the terms conditions stipulations and covenants on his part herein contained or if the rent hereinbefore reserved or the contributions as per clauses 2 (ii), 2 (iii), and 2 (iv), shall remain unpaid for twenty one days after the same become due (whether formally demanded or not) or if the Tenant is adjudicated an insolvent or if the demised land or any part thereof/therein shall be sold in execution of any decree of Court (whether being a money decree or mortgage decree or otherwise) and the Society and the Company have not consented to such sale then and in any such cases it shall be lawful for the Society to enter upon the demised premises or any part thereof in the name of the whole and thereupon the term hereby created shall be determined.
5. In the event of the property or any part thereof or any interest therein is vested in or is occupied by any person, other than a member of the Society or his heirs or the legal representatives, in violation of the terms of the lease or in the event of the Tenant's breach of any of the aforesaid conditions, the Society may, by three calendar months' previous notice in writing, determine the lease; and on the expiration of such notice, the lease shall forthwith be determined; and in the event of the lease being determined by such notice, as aforesaid, the Society shall pay to the Tenant, the value of the Tenant's interest in the property (excluding the site thereof) on the date of the said notice (such value to be determined by a valuer to be appointed by the Society) after deducting therefrom 5 (five) percent of the amount of the valuation and any monies then due to the Society.
6. On matters not specifically mentioned herein, the terms, conditions and covenants of the Head Lease will govern this sub-lease.

**SCHEDULE "A" REFERRED TO ABOVE.**

All these two blocks or pieces of land marked "A" and "B" measuring 1.607 acres and 5.007 acres respectively or in all 6.614 acres more or less situated in the Sonari area, bearing Company's holding Nos. nil in the said area in the Town of Jamshedpur, within the Company's acquired lands within the Registration District Singhbhum, in the Sub-Registration District Dhalbhum, in Thana Bistopur and butted and bounded as follows, that is to say—

**Flock No. 'A' — Area 1.607 acres.**

- On the North by — 250' along the southern boundary line of the proposed Company's 50' wide road;
- On the South by — 250' along the northern boundary line of the proposed Company's 50' wide road;
- On the East by — 280' along the western boundary line of the proposed Company's 50' wide cross road;
- On the West by — 280' along the eastern boundary line of the proposed Company's 150' wide road.

**Block No. 'B' — Area 5.007 acres.**

- On the North by — 908' along the southern boundary line of the proposed Company's 50' wide road;



On the South by — 650' along the northern boundary line of the proposed Company's 50' wide road;  
 On the East by — 280' along the western boundary line of the proposed Company's 50' wide cross road;  
 On the West by — 280' along the eastern boundary line of the proposed Company's 50' wide road.

more particularly delineated on the Plan TE-7983 dated 24-4-53 annexed to the Head Lease, and therein coloured red. No municipal holding, ward or circle numbers have been assigned to these two blocks.

SCHEDULE "B"

ALL THAT PIECE AND PARCEL OF LAND measuring approximately  
 244 ft. x 50 ft. ( 0.046 acres more or less ) being a part  
 of land described in Block B of SCHEDULE "A" above and butted and bounded as  
 follows, that is to say—

On the North by — SOCIETY'S ROAD

On the South by — ALLEY

On the East by — COMPANY'S ROAD

On the West by — PLOT No. 35

and the same is more particularly delineated in the plan annexed hereto and therein coloured red within the Registration District of Singhbhum in Sub Registration District of Dhalbhum in Thana Bistopur for which no Municipal holding or ward number has been allotted—