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THE INDENTURE OF LEASE is made and executed on this the day of . January !. . 2002 at Jamshedpur, BETWEEN :- Ws. Urban Sahakari Griha Nirman Samity Limited, a bouse building society registered under the Bihar and Orissa Co-operative Societies Act being registration No. 27 JaM having its office at present Alakananda Complex 'C' Block Ground floor, Kunjnagar, Sonari, P.S. Sonari, town Jamshedpur, District East Singhbhum, represented through its Chairman Ananda Kumar Chakraborty son of Late S.P. Chakraborty of 47, Chandrawatinagar, Mango N. H. 33, P. S. Ulidih (Mango) Jamshedpur and Hony. Secretary R. S. Dubey son of Late Pandit Pamasaray Dubey of M. I.G- 188, Adityapur, -P.S. Adityapur, Jamshedpur, represented through its Authentic Power of Attorney Srt Ananda Kumar Chakraborty son of Late S.P. Chakraborty of 47, Chandrawatinagar, Mango, P. S. Ulidih (Mango) Jamshedpur vide Authentic Power of Attorney No.3 dated 05.10.2001 which was registered District Sub-Registry Jamshedpur, hereinafter refferred to as the "Society" (which expression shall unless excluded by or repugnant to the context includes its legal representative, administrator, successor in interest and assign of the said Society) of the One Part as LESSOR____

Mr/Mrs Nirmalo Singh Normalo Singh Sonori East, At & P.O. Sonori

P.S. Sonori. town Jamshedpur, District East Singhbhum a member of the above named Society being membership No. UGS/570/2002 dated .0.0.01.2002 hereinafter called the LESSEE (which expression shall mean and include his/heirs, legal representatives, executors, nominees and successors) subject to the bye-laws of the Society of the Other Part.

WHEREAS in the ordinary course of business to acquire, develop and provide land to its members for constructing their residential houses thereon the above named Society has acquired land together with Talaw, trees etc. by way of purchase vide Sale Deed No.6796 dated 28.12.38 situates at Mouza Dimna, within P.S. Mango (now M.G.M. College Dimna) Jamshedpur. District East Singhbhum, under ward No.9 measuring a total area of Twelve bighas ten kathas which site has been named by the Lessor Society as "Chandraprabha Nagar".

AND WHEREAS the above named Lessor Society got a total layout of the aforesaid land and had demarcated the aforesaid land in several plots duly approved by the Lessor Society.

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AND WHEREAS the said plots were allotted by formal letter of allotment to bonafide members of the society who have paid the cost of such plot as per the rules and bye-laws of the Society and as per approval of the Lessor Society.

AND WHEREAS it is necessary to allot and hand over possession of the plots with a formal registered deed of lease in favour of each allottee member of the Society who have made full payment towards the costs and development charges of the plot as per rate decided by the Lessor Society.

AND WHEREAS the Lessee above named as a share holder is a constituent member of the Lessor Society being Membership No. U.S. 570/2002 in the Register of Member maintained by the Lessor Society in its regular course of business and under the rules of the Society the Lessee has become entitled for allotment of a plot as a lessee under the Society for the purpose of facilitating construction of residential house thereon by the Lessee.

AND NOW THIS DEED WITNESSETH AS UNDER:

3. That the Lessor Society at the cost of the members including the aforesaid Lessee within the price paid or further to be paid hereafter constructs road, lanes, drains, water pipe lines, electricity and sewerage and shall also provide and arrange for maintenance from time to time which the Society consider necessary for the common benefits and comforts of its members. Chairman Samity Me.

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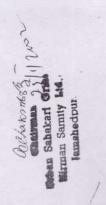
That the Lessee shall pay annual rent of Rs 36/= (Rupes)

Thirty Six Cuy only) payable in advance on the 15th day of February of each year without any deduction

5. that the lessee for himself and for his heirs, successors permitted assigns respectively with the intent that the obligation

may continue throughout the term of lease herein created hereby agrees with the Lessor specely as follows:

- a) To pay the reserve 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 the rate of 18% per annum from the date of default to the date of payment
- b) To pay to the socity along with the aforesaid rent during the cntinuation of his lease a further sum of money as may be assessed by the society for further development work which will be proportionate to the amount expanded by the socity on the demised plot herein described in the schedule 'A' below, such further contribution as may be assessed by the said socity and be approved by the executive committee of the socity shall be final and conclusive as between the parties, hereto.
- c) To bear , pay all rents, taxes, assessment or imposition or outgoing imposed or to be imposed by any notified area committee or other satutory body upon the demised plot as described in the schedule 'a' and the buildings constructed thereon
- d) To pay every month regularly either to the society or to authority concerned, the electric and water charge for supply of electricity and water to the premises built over the aforesaid plot described in the schedule'A' within 30 days from the date of presentation of bill there of failing which the less Committee Buildings Society, authority or socity shall not be responsible for disconnection of the electrical line on the building constructed over the demised plot by the lessee.
- e) To observe all the rules and regulation of the lessor society as per the bye-laws for the time being inforce in all matters for the purpose of occupying the aforesaid plot and for construction of residential house thereon and to hold and enjoy the same with his/her right of ownership on the basis of this lease and in the matter of transferring the plot and residential house thereon or any part there of and or surrend any part or whole of the same.
- 6. That except in the case of house building loan taken from an/nationalised bank or life insurance corporation either as a staff or other wise or from any other government recognized agency, body, society and from the employer of the leasee either from the purpose of cost to wards plot or towards rhe construction of the residentilal house, therom, the lessee shall not charge, enchumber or otherwise transfar the plot or building there on or both or any part thereof to any person except to this heirs and successors with out the previous permission in writing from the society.
- 7. That in the event the lessee member desires to sell his residential house on the plot, the lessee shall be entitled to negotiate such sale with the person of his choice, but such person shall be a member of society and before finalising such transfer the lessee shall give intilmation of the same to the lessor society for the purpose of execution of fresh lease deed in this matter.
- 8. That in case sale of the building and plot thereof as described in the schedule'A' below for non-payment of the house building loan by the lessee, the lessor society shall have the right of pre-emption over the property which have been charge, encubered or mortgaged to seek the repayment of loan by the lessee.







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SCHEDULE 'A'

(Full particulars of the allotted)

District Singhbhum, with pargana Dhalbhum P.S. Mango, Jamshedpur under ward No. 9. within Mouza Dimna under Thana No. 1643, lessor Society's Plot No. 20° being one number of plot measuring area. $40^{\circ} \times 60^{\circ} = 2400 \times 9 \cdot 6t$ being portion of R. S. Plot No. 286° Katha No. 490° part and parcel of the land acquired by the Lessor Society and delineated and shown in green colour in the map annexed herewith bounded by :-

North Society's Plot Nº 19
South Society's Plot Nº 21
East Society's Alley
West Society's Road

COMMON SEAL

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SIGNATURE IN FULL OF THE CHAIRMAN OF THE SOCIETY.

Secretary Griban Sahakari Griba Mirman Samity Ltd., Tamshedpur.

SIGNATURE IN FULL OF THE HONY, SECRETARY OF THE SOCIETY

Ninmala Singh SIGNATURE IN FULL

OF THE LESSEE MEMBER

25.1.2002

