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Adityapur Ind. Area Devs.
Authority, Adityapus

Campus, XLRI (Xavier Labour Relations Institute) C.H Area (East), P.S Bistupur, Town Jamshedpur-831001, District East Singhbhum, Jharkhand, represented by its Secretary-in-Office Father E.A Augustine SJ, S/o Late E.J Anthrayose, residing at XITE Campus, Tata Complex Colony, Gamharia, P.S Gamharia, District Saraikela - Kharswan, Jharkhand, hereinafter called the "Lessee" which expression shall, where the context so admits or implies includes his successors, legal representatives, and permitted assigns of the OTHER PART.

WHEREAS THE LESSEE has applied for the land described and specified in Part I of the Schedule appendixed hereto belonging with all rights, easements and appurtenances thereto, belong except and reserving unto the lessor all mines, minerals under the said

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land or any part thereof, for establishing educational institutions for teaching, training, coaching and other allied educational activities along with residential accommodations for staff members and hostels for students.

## **NOW THIS INDENTURE WITNESSETH:**

In consideration of the bond executed by the lessee and the payment to the lessor by the lessee of the salami of Rs 42,13,899.00 (Rupees forty two lakhs thirteen thousand eight hundred ninety nine) only, being the full and final payment calculated on the basis at Rs 122142.00 (rupees one lakh twenty two thousand one hundred forty two) only per acre as fixed by the Authority and of the rent hereby reserved and of the covenant and agreement on the part of the lessee and fully mentioned in Part II of the schedule, the lessor doth

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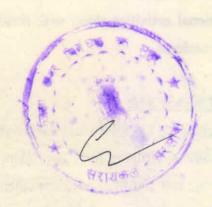
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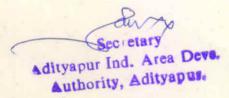
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hereby grants to the lessee that plots/pieces of land mentioned and described in Part I of the Schedule.

# Schedule

### Part-I

Details of the land to be leased out hereinafter referred as:

Village: Kalikapur and Saldih

Thana No.:50 and 51

Thana: Saraikela

Area: 34.50 acres

Phase No: Large Sector

Dist: Saraikela-Kharswan

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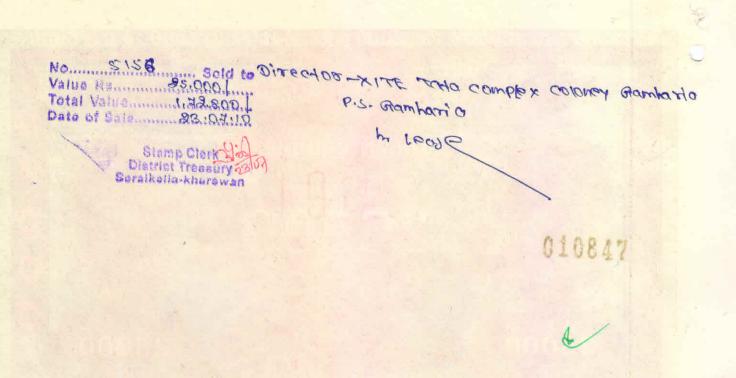
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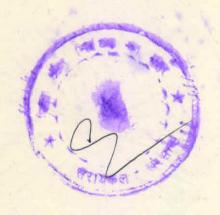
Survey Plot No:	Khata No.
Village – Kalikapur – Thana No. 50	
1(P)	43
2(P)	44
6(P)	28
7(P)	44
10(P)	44
52(P)	43
8/489 (P)	16
9/490 (P)	42
10/491 (P)	44
52/495 (P)	45



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adityapur Ind. Area Deve. Authority, Adityapus,

Village - Saldih - Thana No. 51

1 (P)

Khata No

58

Total Area:

34.50 acres

Survey Plot No.

Industrial Plot No.

North: Village Bangaon (Thana No 451)

South: Village: Kalikapur (Thana No 50)

Plot Nos: 10/491(P), 10(P),52(P),

52/495(P), Village Saldih (Thana No 51) 1(P)

ALADA Boundary (151) **TAYO Colony** 

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East: Saldih (Thana No. 51) Plot No. (1) P

West: Village Kalikapur (Thana No 50)

Plot Nos. 1(P), 2(P), 6(P), 7(P),

8/489 (P), 9/490 (P), 10/491 (P)

ALADA Bounda

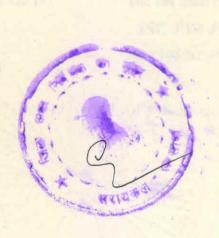
AIADA Land

Possesion taken over of plots on 23 = 10- 2009

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#### Part-II

### TERMS AND CONDITIONS OF THE LEASE

- 1. That the lease of land detailed in Part I of the schedule is given for **Thirty Years** to the lessee by the lessor subject to renewal at the option of either party for such period as may be mutually agreed upon.
- 2. That the lessee would pay to the Adityapur Industrial Area Development Authority the proportionate cost, if any, of development of land so leased which would include the cost of construction of roads for communication purpose, laying of sewerage and water pipes, construction of electric lines etc. and other expenditure as may be decided to be part of the development cost by the Adityapur Industrial Area Development Authority. The decision of the Adityapur Industrial Area Development Authority as to what would constitute the development cost would be final. Such cost

Total Value 1.72.200.1.
Date of Sale. 23.03:10....

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No......5159 Sold to Director-KITE TOHO complex coloney mambarda

P.S. Mamharia

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Authority, Adityapur.

would be subject to the revision by the Adityapur Industrial Area Development Authority periodically and the revised cost would be applicable to the lessee.

- 2 (a) The lessee had the option to pay the total cost of the land and its development as calculated and fixed by the Authority/Government of Jharkhand in two installments. The delivery of possession of land has been made to the lessee after payment of the total cost of the land in two installments.
- 3. That in case the actual cost of the Development if any cannot be finally determined for any reason whatsoever at the time the lessee is put in possession of the land, the lessee shall pay, the tentative cost of development as may be fixed by Adityapur Industrial Area Development Authority and shall also execute a bond in favour of the Lessor undertaking to pay on demand the balance of the cost of development of the land as and when determined by Adityapur Industrial Area Development

Stamp Clerk Sold District Treasury Seralkella-kharswan

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Authority on the basis of actual cost of development along with such other dues, if any, that may be found to be payable by the lessee in terms of lease.

- 3(a)The lessee will also be liable to pay the cost toward the maintenance of the infrastructure facilities, if any, in the Industrial Area from time to time as determined by Adityapur Industrial Area Development Authority.
- 3(b) In case of any change in the ownership or possession of the lease hold premises or any part thereof either by auction purchase or transfer of this lease with the permission of the lessor in terms of the conditions of this deed, the lessor shall execute a fresh lease deed on the same terms and conditions as of this lease and such person shall not be entitled to use the lease hold premises or any part thereof for any other purpose than the one for which the lease shall be granted. In case however such person intends to use the lease hold premises or any part thereof so transferred to him

No. 5163 Sold to Director-XITE TOUR complex coloney mambasia pier mamharia

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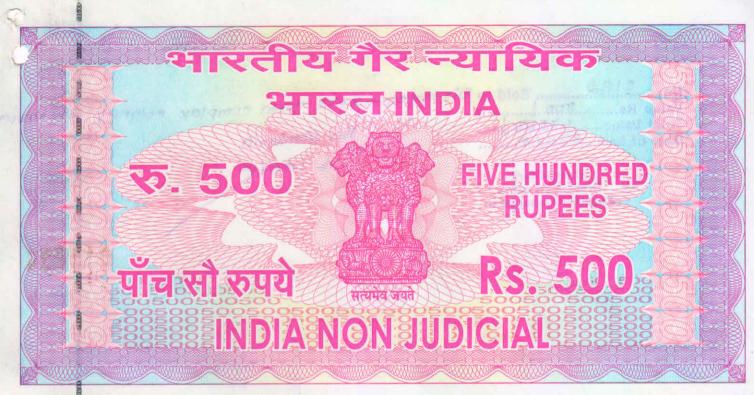
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for any other purpose than the one for which the lease has been granted, such lease with such person shall be subject to approval by the lessor for such other purpose and such approval shall be at the new rate prevailing at that time for the land etc. in question.

That the lessee shall pay, annually to the Adityapur Industrial Area Development Authority or their nominee as rent, the sum of Rs 21080.00 calculated @ Rs.611.00 perfacre in one instalment on or before 31 March every year. The said ground rent is liable to be doubled after every ten years and thereafter may be revised after every years in accordance with provision of the Law and Rules framed by the Government of Jharkhand or Adityapur Industrial Area Development Authority or any other competent body as the case may be in force for the time being and in the absence of any such laws or rules, as may be fixed by the lessor.

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- XITE, Gamharia 4(a) In addition thereof, if any outstanding dues come to light at any later date due to errors of accounts or otherwise, the lessee shall pay the same to the lessor with such interest and within such time as the lessor may decide.
  - 4(b)The financial institution which takes the mortgage of the lease hold or any part thereof in the event of sale thereof shall obtain prior information about the dues other than the land cost. Thereupon the lessee shall intimate the lessor and indicate in the notice for sale that the purchaser will be given possession of the lease hold by such institution only after the purchaser produces a clearance certificate issued by the lessor in the office of such institution.
  - 5. If whenever any part of the rent and or development cost hereby reserved shall be in arrears, the same may be recovered from the lessee as arrears of land revenue under the provisions of the Jharkhand Public Demands Recovery Act.



errors of accounts or otherwise, the lesses stall pay the same in the lease with such interest and within such time and the control of the financial fresholding of the lease half or saw pust thereof in the even of several several

If whenever any part of the reint and or development cost hereby reserved shall be in orrows, the same may be recovered from the lesses as amous of land-revenue maker the provisions of the Benthand Public Demands Recovery Act





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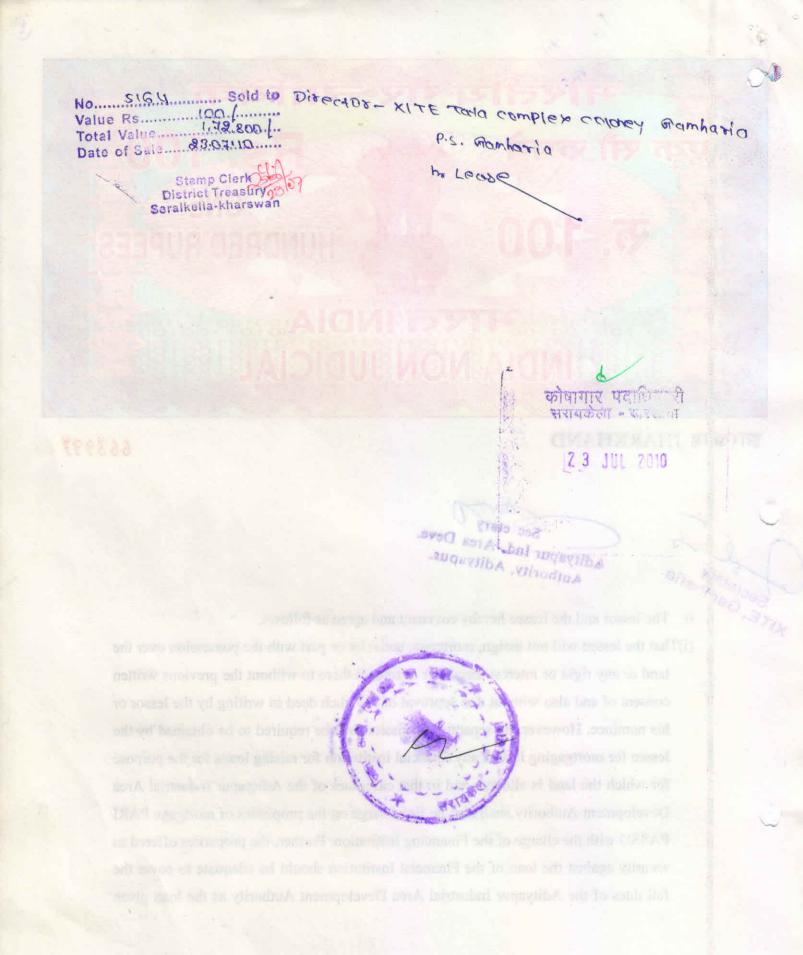
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6. The lessor and the lessee hereby covenant and agree as follows.

(i)That the lessee will not assign, mortgage, under let or part with the possession over the land or any right or interest therein or in respect there to without the previous written consent of and also without due approval of any such deed in writing by the lessor or his nominee. However, no separate permission will be required to be obtained by the lessee for mortgaging it with any financial institution for raising loans for the purpose for which the land is allotted, and in that case dues of the Adityapur Industrial Area Development Authority shall also be first charge on the properties of mortgage PARI PASSU with the charge of the Financing Institution. Further, the properties offered as security against the loan of the Financial Institution should be adequate to cover the full dues of the Adityapur Industrial Area Development Authority as the loan given



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by the financing institution, in that case also the Adityapur Industrial Area Development Authority will retain PARI PASSU interest with the Institution.

- (ii) No change in the lease or proprietorship shall be recognized without the previous written consent of the lessor or his nominee.
- (iii) If the lessee assigns its lease hold interest with the written consent of the lessor in the land described in Part I of the above Schedule, the assignee shall duly get his, its or their names registered with the lessor or his nominee within four calendar months after obtaining possession of the holding and will possess and use the land and be bound by all terms, covenants and conditions herein contained.
- (iv)That if subsequently any part or parts of the said land is required by the State Government or the Adityapur Industrial Area Development Authority for a public

No. 5165 Sold to Director - XITE Tata compley coloney

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(b) that if sobsequently any part or parts of the sold land is in private by the Sono-Geogramson or the Adirbayur Industrial-Actor Development Audicontr. for a public Sec etary
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purpose (of which matter the State Government or the Adityapur Industrial Area Development Authority shall be sole judge) the lessee shall on being asked by the State Government or the Adityapur Industrial Area Development Authority transfer to them such part or parts of the said land as the Adityapur industrial Area Development Authority shall specify to be necessary for the purpose aforesaid and in consideration of such transfer the State Government or the Adityapur Industrial Area Development Authority shall pay back to the lessee a sum proportionate or equal to, as the case may be, the cost of land and its development, if any, earlier realized from him together with compensation for the building and other structures erected with approval in writing of the lessor or its nominee on such part or parts of the land at a valuation to be determined by the State Government or a report from Civil Engineer authorized by them in this behalf and the decision of the State

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Government or the Adityapur Industrial Area Development Authority shall not be questioned by any Authority.

Provided that for the purpose of this sub-clause the State Government or the Adityapur Industrial Area Development Authority would be entitled to resume only such part or parts of the land leased out to the lessee as were not actually being used for the purpose of education and are not essentially required for any purpose connected with the institution.

v) If at any time the said land or any part thereof shall no longer be required by the lessee for the purpose for which it is leased out to him the lessee shall surrender the same to the Adityapur Industrial Area Development Authority or with the prior approval of Adityapur Industrial Area Development Authority the lessee may transfer the lease hold right to any other party only for educational purpose to the remaining

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If so only termedies weed land or any part through shall no longer be required by the lower the little purpose for which it is beared out to bim the longer beared shall currender the saw to the Advencer Industrial Area Development Authority or with the prior expressed of Addressed Industrial Area Development Authority the leases may materiar on each total eight to say other party only for estactment suppose to the remaining

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period of the lease. In case of surrender of the land to Government/Authority, the lessee may get refund of the cost of the land in proportion to the period for which the lease is made out and the actual possession of the lessee. But in case of forfeiture, the lessee shall not be entitled for any refund.

It is also clarified that such transfer be allowed only for educational purpose and in case the transferee wishes to utilize the land for any purpose other than that allotted for, the lessor shall charge the new rates prevailing at the time for land from the transferee before allowing such sale and making a fresh lease deed.

vi) If the Adityapur Industrial Area Development Authority accepts the offer made under foregoing clause the lessee shall be entitled within six months from the date of which acceptance is communicated to him to remove all building or structures erected on the said land or part thereof, unless the Adityapur Industrial Area Development Authority

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> also wishes to accept the standing building or structures in which case the lessee shall be entitled to compensation for those in accordance with the valuation as indicated in clause (iv) above.

- vii) That the lessee will not make any excavation upon any part of the said land hereby demised nor remove any stones, sand, gravel, clay or earth there from except for the purpose of digging foundation of building for purpose of execution of any work pursuant to the terms of this lease.
- viii) That the lessee shall at his own cost, construct and maintain an access road from the state road to the said land in strict accordance with specification and details prescribed by the lessor or his nominee.
- ix) That no building or structure to be erected hereafter shall be commenced unless and until specification, plan elevation sections and details thereof shall have been

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submitted by the lessee in triplicate and the same is approved in writing by the lessor or his nominee

Provided that if the decision of the lessor or his nominee is not available within 180 days of the submission of the plan, etc, it would be presumed that the lessor or his nominee has no objection to the commencement of building or erection as the case may be.

x) Both in completion of any such building or erection at all times during the continuance of this demised premises, lessee shall observe and conform to the building regulations and to all bye-laws, rules and regulations of the Municipality in existence or to be framed by the Department of Industries, Government of Jharkhand or the Adityapur Industrial Area Development Authority or any Authority authorized by the Department of Industries to frame such rules or having authority in this behalf,

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other statutory rules or regulations as may be in force for the time being relating in any way to the demised premises and any building thereon.

- xi) The lessee shall submit the plan for building for erection within two months of the delivery of possession of land to the lessee by the lessor.
- xii) That the lessee shall correctly mark and keep demarcated the boundaries of the said land and point them out to the inspecting officer of Government/Authority.
- xiii) That the lessee shall not accept without the written consent of the lessor or his nominee use of the land for any purpose other than those specified above subject to such restrictions and conditions as may be enjoined by different laws which are, or may be, in force.
- xiv) That the lessee shall use the land for the specified purpose within a period of six months from the date of the lease failing which the lease may be terminated and the

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lessee evicted from the land without notice. In case extension is required it can be granted within the discretion of the lessor.

- xv) That the lessee shall give preference in admission for various courses/ discipline to the students of Kolhan Division and there shall be one nominee of the Managing Director of the Authority on the Governing Board of the lessee.
- 7. In case of breach by the lessee of any of the terms and conditions, the lessor shall have the right to determine to this lease and forfeit the consideration money to resume and enter upon the whole of said land without payment of any compensation to the lessee and upon such re-entry the interest of the lessee in said land shall cease and terminate. Provided that lessee shall be given by the lessor reasonable opportunity to show cause and to rectify the commissions or defects if any.

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- 8. In the event of entry by the State Government the lessee shall be entitled to remove within six months from the date of such re-entry all building, structures, installations, machinery and other assets from the said land.
- 9. Should any dispute or difference arise concerning the meaning or interpretation of any clause of provisions contained in this lease the same shall be referred to the Adityapur Industrial Area Development Authority in the appropriate department and the decision of the Adityapur Industrial Area Development Authority in such dispute or difference shall be final, conclusive and binding on the parties hereto.
- 10. That the lessee paying the rent and other charges and observing the several covenant and conditions contained in these presents shall hold and enjoy the land up to the tenure of the lease without interruption by the lessor or by any person lawfully claiming under him.

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11. That the lessor and lessee shall have their right subject to the liabilities of a lessor and lessee respectively in accordance with section 108 of the Transfer of Property Act., 1882 except Clause (1) and (P) thereof and it is declared that the lessor shall have the fullest liberty to postpone for any time, and from time to time, any action open to him under any of the powers exercisable by him against the lessee and to either enforce or forbear any of the conditions and covenants contained in those presents.

The cost and expenses incidental to the preparation, execution and registration of this lease deed shall be borne and paid by the lessee.

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Adityapur Ind. Area Deve. Authority, Adityapus.

IN WITNESS WHEREOF THE COMMON SEAL OF XITE has hereunto been affixed and those presents signed.

For and on behalf of XITE (Xavier Institute for Tribal Education)

Secretary

Secretary

WITNESSES:

1. FR. JOSEPH SURIN. S/O Late Jaimashi XITE, Gamharia XITE Campus. Tata Complex Colony, gamharia P.O. WITNESSES:

2. Sr. Gracy DIO Late Joseph Varkey R/O XITE Campus, Tata complexe colony. Gamharia D. O Additional per cost asset to a second

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Secretary XITE, Gamharia

IN WITNESS WHEREOF THE HAND OF Sri ... Shiwender Singh, of Adityapur Industrial Area Development Authority for and on behalf of the Adityapur Industrial Area Development Authority has been affixed on the date and year first above written.

WITNESSES:

1.

2.

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Secretary
Adityapur Ind. Area Deve.
Authority, Adityapus.

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Certified that the original and duplicate copy of this lease deed are exact, true and are reproduction of each other.

ANTU SUNDI

LICENCE No.30/1997

For and on behalf of XITE

For and on behalf of the Authority

(Xavier Institute for Tribal Education)

(Adityapur Industrial Area Development Authority)

Secretary XITE, Gamharia DEED WRITER
LICENCE No.30/1997
LICENCE No.30/1997

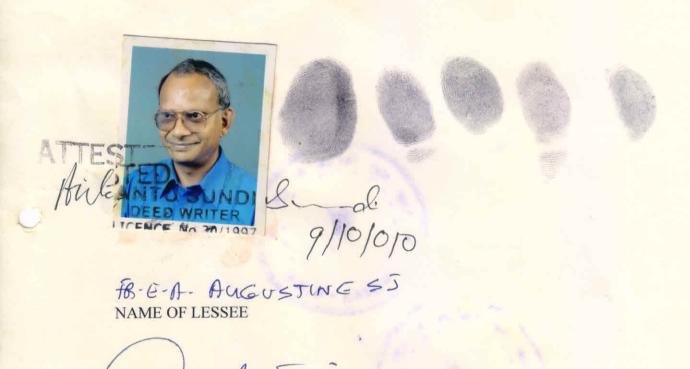
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Signature of Lessee

Certified that the Finger Print of the Left Hand of each person whose photograph is affixed in the documents have been obtained / taken by me or before me.

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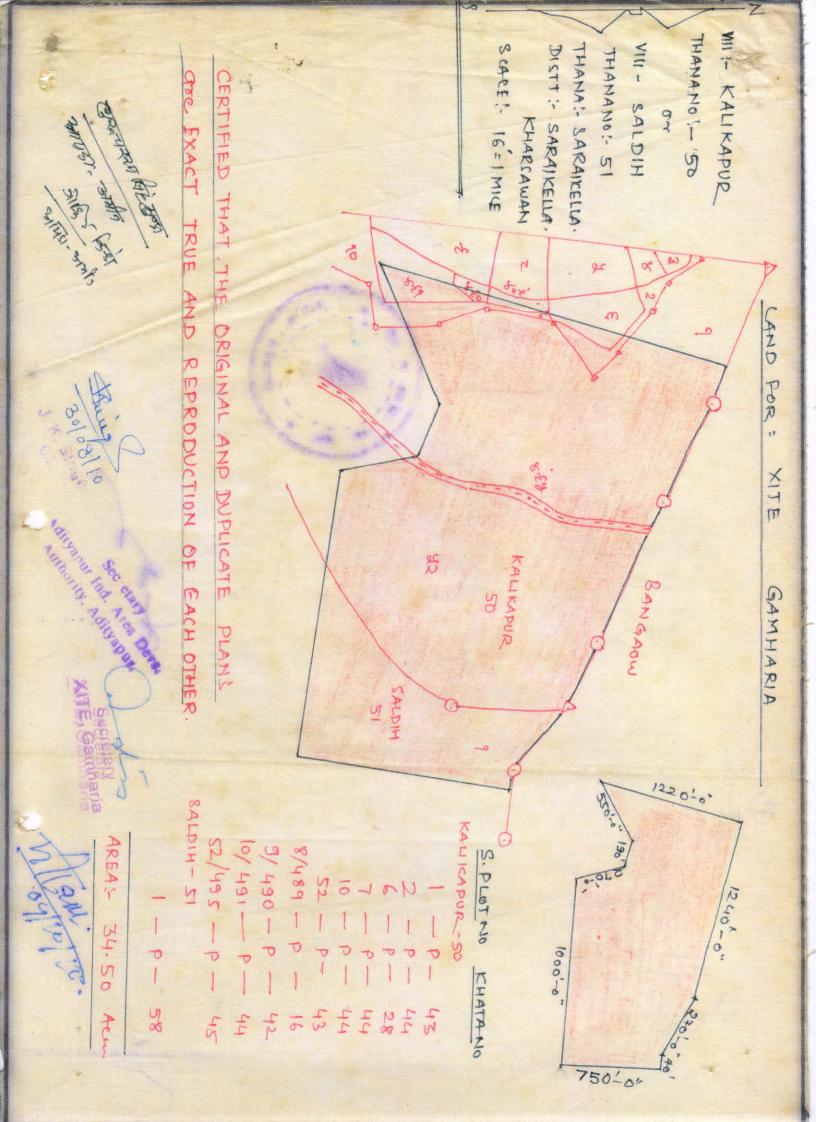
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## निबंधन विभाग, झारखंड सरायकेला

जांच पर्चा-सह घोषणा प्रपत्र (नियम 114)

Token No: 4

Token Date/Time: 09/10/2010 13:59:58

Document Type Presenter' Name & Address Lease Deed Presenter Aiada Rep By Asstt. Jadunandan Ram

Stampable Doc. Value

Aiada, Adityapur, Dist- Seraikella Kharsawan, Jharkhand Date of Entry DOE

09/10/2010 **Total Pages** 60

**Document Value** 

Stamp Value 172800

Book

Special Type

Serial No.

CNO/PNO

Remarks / Other Details

**Property Details:** 

Anchal	Th.No.	Wrd/Hlk	Mauza	Kh. No.	Plot No	Plot Type	H No	Category	Area	Min. Value
GAMHARIA	51	2	SALDIH	58	1 P				34.5 Acre	
GAMHARIA	50	2	KALIKAPUR	43	1p, 52p				0 Acre	
GAMHARIA	50	2	KALIKAPUR	44	2p,7p,10p				0 Acre	
GAMHARIA	50	2	KALIKAPUR	28	6 P				0 Acre	
GAMHARIA	50	2	KALIKAPUR	44	10/491 P				0 Acre	
GAMHARIA	50	2 K	KALIKAPUR	16	8/489p				0 Acre	
GAMHARIA	50	2	KALIKAPUR	42	9/490p				0 Acre	
GAMHARIA	50	2	KALIKAPUR	45	52/495p				0 Acre	

Other Property Details:

The state of the s	CONTRACT DAYS	A COMMONSTALL PROPERTY.					
Property Type	Th. No.	Wrd	Mauza	Location	Area	Rate	Amount

Party Details:

SN	Р Туре	Party Name	Father/Husband	Occup.	Caste	PAN/F	Address
1	LESSOR	Aiada Rep By Asstt. Jadunandan Ram	Late Lakshman Ram	Service	Other		Aiada, Adityapur, Dist- Seraikella Kharsawan, Jharkhand
2	LESSEE	X.I.T.E. Jsr Rep By Father E.A. Augustine	Late E.J. Anthrayose	Ser.	Other		X.I.T.E. Campus, Tata Complex Colony, Gamharia
3	Identifier	Joseph Surin	Late Jaimashi Surin	Ser.	Other		X.I.T.E. Campus, Tata Complex Colony, Gamharia
4	Witness1	Joseph Surin	Late Jaimashi Surin	Ser.	Other		X.I.T.E. Campus, Tata Complex Colony, Gamharia
5	Witness2	Sister Gracy	D/O Late Joseph Varkey	Ser.	Other		X.I.T.E. Campus, Tata Complex Colony, Gamharia

Fee Details:

SN	Description	Amount
1	SP	900.00
2	E	250.00
3	A1	172,771.96
Total		173,921.96

उपरयुक्त प्रविष्टियाँ दस्तावेज में अंकित तथ्यो के अनुरूप है ।

निबंधन पूर्व सारांश में इंपूट फार्म के अनुरूप डाटा इंट्रि की गई है |

डाटा इंटि ऑप्रेटर का हस्ताक्षर

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## निबंधन विभाग, झारखंड सरायकेला

Token No.4 Token Date: 09/10/2010 13:59:58

Serial/Deed No./Year :5356/5338/2010

Deed Type: Lease Deed

SN	Party Details	Photo	Thumb
1	Aiada Rep By Asstt. Jadunandan Ram Father/Husband Name:Late Lakshman Ram (LESSOR) Aiada, Adityapur, Dist- Seraikella Kharsawan, Jharkhand	×	×
2	X.I.T.E. Jsr Rep By Father E.A. Augustine Father/Husband Name:Late E.J. Anthrayose (LESSEE) X.I.T.E. Campus, Tata Complex Colony, Gamharia		
3	Joseph Surin Father/Husband Name:Late Jaimashi Surin (Identifier) X.I.T.E. Campus, Tata Complex Colony, Gamharia	8	
4	Joseph Surin Father/Husband Name:Late Jaimashi Surin (Witness1) X.I.T.E. Campus, Tata Complex Colony, Gamharia	×	×
5	Sister Gracy Father/Husband Name:D/O Late Joseph Varkey (Witness2) X.I.T.E. Campus, Tata Complex Colony, Gamharia	×	X

Book No.		I	
Volume	***************************************	184	
Page	595	То	654
Deed No	5.	356/533	8
Year		2010	
Date	09/10/2	2010 15:	28:24

District Sub Registrats

Signature of Operator

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District Sub Sales

Signature of Operator