

8436 L.R. + K.L. for 99 years value 13200/- (Bokaro City) 8194 500 Rs.
 BIHAR



30/8/87
 39/87
 29/10/87
 30/10/87
 31/10/87
 39625
 31/10/87

LEASE DEED

The indenture made this third day of September One Thousand Nine Hundred and eighty seven between the Bokaro Industrial Area Development Authority (hereinafter called the 'Lessor' which expression shall where the context so admits or implies, include successors in office and permitted assigns of the ONE PART AND NAME Sri Ernest Paritosh Kumar Titus, S/o Sri John E. Titus, Vill. Sector I/C-9 PO Bokaro Steel City, PO B.S. City, Dist. Dhanbad, Member of BIADA FARMER SAHAKARI GRH NIPAN SAMITI LIMITED, Balidih, Bokaro Steel City-14, District, Dhanbad formed for the staff working with BIADA hereinafter called the (Lessee' which expression shall where the context so admits or implies include his successors, legal representative and permitted assigns of the OTHER PART.

WHEREAS THE LESSEE has applied for the land described and specified in Part-I of the schedule appended hereto with all rights easements and appertinances thereto except and reserving unto the lessor all mines, minerals under the said land or (any lest therefore) for the construction of a residential buildings.

Ernest Paritosh Kumar Titus
 13/8/87

Contd....2/-

Gopal Prasad Beraud



(2)

NOW THIS INDENTURE WITNESSETH

IN CONSIDERATION of the application submitted by the Lessee and the payment to the lessor by the lessee of the price of ₹ 13,720/- (Rupees Thirteen thousand seven hundred twenty) only for 9333 sft or 0.21 acre of land only calculated on adhoc basic at the rate of ₹ 1.47 (Rupees One and paise forty seven) only per sft land besides the annual rent of ₹ 50/- (Fifty) only per acre land payable by 31st March of each english calender year hereby reserved and on the convenient and agreement on the part of the lessee and fully mentioned in Part II of schedule the lesser both hereby demise unto the lessee all the land mentioned and described in Part I of the schedule.

The lessee shall be bound to bear all costs against infrastructure, development of land etc. and the lessee shall be entitled to the land in consideration to the proportions of development cost incurred by the lessor and deposited by the lessee the Lessor's decision in this regard shall be final and binding. In other words the Lessee shall have to deposit the cost of land as also the cost against infrastructure development etc. in proportion to the proposed land to be leased out to the lessee by the lessor prior to transfer of the land.

.....3/-

Smart Limited Deemur Titus
13/8/87
M. G. C. S.
13/8/87



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The lessee shall have the right to transfer the land to the any bonafide member of Co-operative society he belongs or to personnel working either in the State/Central Government Department or the State/Central Government Undertaking after acceptance by the lesser. The lesser shall have the right to examine and to come to a conclusion in regard to bonafide membership of the candidate to whom the lessee proposes for transfer and the decision of the lesser in this respect also shall be formal.

After allotment of land or construction of the house by the bonafide member he shall not be entitled to transfer the land, house or any portion thereof to any other person or persons without paying the dues of advances paid to him from BIADA.

The bonafide member transfer of the land, house shall strictly abide by the terms in regard to the purpose of use thereof that is to say, if the purpose for allotment is for use of the land/house for residential purposes the allottee shall not be entitled to use the same for commercial or any other purpose contrary to the terms of such allotment.

The bonafide member transfer of the land shall construct the house strictly in accordance with the specification and plans approved by the lesser and the member shall not be entitled to alter, modify or change the same in any manner whatsoever.

After construction of the housing complex and infrastructure development, it will be bounden duties of the lessee to maintain and keep the complex in upto date condition at their own cost and the lesser shall not be liable for the said purpose.

The lesser shall allot the land proposed to be transferred only after getting the amount of proportionate cost of land

Ernest Limited Karam Titon
17/8/87

10/10/87
17/8/87



(4)

deposited with the Authority. The allottee shall however be entitled to have possession of the allotted land only after deposit of the cost of infrastructure development decided by the lessor as also an execution of the lease deed.

SCHEDULE
PART.I

Details of the land to be leased out hereinafter referred as 'the land' which is part of the land received by the lessor from BSL vide their letter No.TA/A/03/11-Vil-V(P1)-544 dated 24.7.85 and copy of the same as demanded vide BSL's letter No.Accounts/Works/12-1090 dt 24.2.86 which was duly paid to them vide Bank Draft No.02/62-042399 dt 1.3.86 @ 3,599.49 (Rs Three thousand five hundred ninety nine and paise Forty nine) only consequently was given to the lessor by BSL on 5.12.85.

Details of land to be leased out to
Sri E.P.K.Pitus, Designation-C.A.O-cum-F.A.,
Bokaro Industrial Area Dev.Authority,
B.S.City-14,Dhanbad.

Village - Pipratand
Thana No. 36
Thana Chas
P.S Chas
Dist. Dhanbad
Khata No. 17
L.S.Plot No. 120(P)
Area 9333 sft or 0.21 Acre

Housing Plot No.A-6

Calculation $102'-0" \times 91'-5" = \text{@ } 9333 \text{ sft or } 0.21 \text{ Acre}$

BOUNDARY

As per Survey Plot No.

As per Housing Plot No.

North	120(P)	20' W/R
South	120(P)	40' W/R
East	120(P)	A-5
West	120(P)	40' W/R

.....5/-

Ernest Panthi Kumar Titus
13/8/87

As per Survey Plot No.
13/8/87

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PART II

TERMS AND CONDITIONS OF THE LEASE

1. That lessee of land detailed in Part-I of the schedule is given for ninety nine years to the lessee by the lessor with effect from 3-7-87 subject to renewal at the option of either party for such period as may be mutually agreed upon and the option is made in writing at least one month before the expiry of the terms.

2. The lessee would pay to the BIADA or the BIADA KARMIK SAHAKARI GRUH NIRMAN SAMITI LIMITED as the case may be the proportionate cost of development of land so leased which would include the cost of construction of roads for communication purposes, laying of sewerage and water pipes, construction of electric lines and such other expenditure as may be decided to be part of development cost by the BIADA/BIADA KARMIK SAHAKARI GRUH NIRMAN SAMITI LIMITED. The decision of the BIADA/BIADA KARMIK SAHAKARI GRUH NIRMAN SAMITI LIMITED has to what would constitute the development cost would be final. Such cost would be subject to revision by the BIADA/BIADA KARMIK SAHAKARI GRUH NIRMAN SAMITI LIMITED periodically.

3. That in case the actual cost of the development, if any, cannot be fully determined for any reason at the time the lessee is put in possession of the land, the lessee shall pay the adhoc cost of land/development as may be finalised by BIADA or BIADA KARMIK SAHAKARI GRUH NIRMAN SAMITI LIMITED and shall also be liable to pay on demand the balance of the cost of development as may be finally fixed by BIADA or BIADA KARMIK SAHAKARI GRUH NIRMAN SAMITI LIMITED on the basis of actual cost of development alongwith such other dues, if any, that may be found to be payable by the lessee in terms of the lease.

4. If any part of such development cost hereby reserves shall be in arrear the same may be recovered from the lessee as in arrear the land revenue under the provisions of the Bihar Public Demands Recovery Act.

The lessor and the lessee hereby covenant and agree as follows:-



Emant Limited Karmik T. Chandra
13/7/87

M. S. Chandra
13/7/87
M. S. Chandra
13/7/87

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1) That the lessee will not assign, mortgage, underlet or sell or part with the possession over the land and building thereon or any right of interest in the land or building without the previous consent of the lessor provided that no separate permission will be required to be obtained by the lessee for mortgaging it with any financial institution from BIADA or State Govt. for raising loan for the purpose of construction of residential building for which the land was allotted. And in that case the dues if any of the BIADA/BIADA KARMIK SAHAKARI GRIH NIRMAN SAMITI LIMITED as the case may be shall also be the first charge on the properties of mortgage paripassu with the charge of the financing institution of BIADA or BIADA KARMIK SAHAKARI GRIH NIRMAN SAMITI LTD. Further the properties offered as security against the loan of the financial institution should be adequate to cover full dues, if any, of the BIADA or BIADA KARMIK SAHAKARI GRIH NIRMAN SAMITI LTD as the case may be as well as the loans given by the Financing institution (in that case also the BIADA or BIADA KARMIK SAHAKARI GRIH NIRMAN SAMITI LIMITED will retain paripassu interest with the institution) All mortgage made for raising loan, with any financial institution as well as the date of receiving payment with amount of such loan to the lessee will have to be intimated to the lessor.

ii) That if subsequently any vacant part or parts of the said land is/are required by the State Govt. or the BIADA for a public purpose of which matter the State Govt. or the BIADA shall be the sole judge or when it is found that a portion is not required by the lessee for the purpose for which it was allotted the lessee shall or be asked by the State Govt. or the BIADA transfer to them such part or parts of the said land as the State Govt. or the BIADA shall specify to be necessary for the purpose aforesaid and in consideration of such transfer the State Govt. or the BIADA shall pay back to the lessee a sum proportionate (or equal as the case may be) to the premium paid and its development cost for the land, if any, earlier realised from the lessee together with compensation for the buildings and other nominee) on such part or parts of the land at a valuation to be determined by State Govt. or the BIADA on a report from the Civil Engineer authorised in this behalf and the decision of the State Govt. or the BIADA shall be final, binding and conclusive.

Ernest Perintosh Kumar Pillay
13/1/87

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17/1/87



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iii) If at any time the land hereby leased or any part or its thereof shall no longer be required by the lessee for the purpose for which it is leased out to him, the lease (while assigning the said land or such part or parts thereof) shall ~~my~~ surrender same to BIADA/BIADA KARMIK SAHAKARI GRIH NIRMAL SAMITI LTD.

iv) That the lessee will not make any excavation upon part of the said land hereby demised nor remove any stone, sand gravel, clay or earth there from except for the purpose of digging foundation of building for the purpose of executing any work pursuant to the terms of this lease.

v) That the lessee shall at his work cost construct and maintain an access road leading from the developed road to the said land in strict accordance with specification and details prescribed by the lessor or its nominee. This clause should be deleted in case the lease hold a land is attached to the developed road.

vi) That no building or erection to be erected hereafter shall be commenced until specifications, plan elevation section and details thereof shall have been submitted by the lessee in triplicate for scrutiny of land be approved in writing by the lessor or its nominee.

vii) Both in completion of any such building or erection at all times during the continuance of this demise, the lessee shall observe all bye-laws, rules as prescribed and conform to the building regulations and to all regulations of the BIADA or any legal authority to frame such rules of having authority in this behalf any other statutory rules or regulations as may in force for the time being relating in any way to the demised premises and building thereon.

viii) That the lessee shall submit the plan for building or erection to the BIADA/BIADA KARMIK SAHAKARI GRIH NIRMAL SAMITI LTD within 12 months of the delivery of possession of land to the lessee by the lessor

ix) That the lessee shall correctly mark and keep demarcated the boundaries of the said lands and point them out to the inspecting officer of Govt or BIADA/BIADA KARMIK SAHAKARI GRIH NIRMAL SAMITI LIMITED

Ernest Paritosh Kumar Tiwari
13/6/57

M. S. D. D. D.
13/6/57

(8)

(x) That the lessee shall construct the building as per the sanctioned plan within a reasonable period from the date of the lease.

6. Should any dispute or difference arise concerning meaning or interpretation of any clause or provision contained in this lease the same shall be referred to the BIADA/BIADA KARMIK SAHAKARI GRIH NIRMAN SAMITI LIMITED and the decision of the BIADA/BIADA KARMIK SAHAKARI GRIH NIRMAN SAMITI LIMITED on such dispute or difference shall be final conclusive and bindings on the parties hereto.

7. That the lessor and lessee shall have their right subject to the liabilities of a lessor and a lessee respectively in accordance with Section 108 a d f the Transfer of Property Act, 1982 except clause (i) and (R) 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 upon to him under any of the powers exercisable by him against the lessee and to either enforce or for bear any of the conditions and covenants continued in these presents.

The cost of expense incidental to the preparation of execution and registration of this lease deed shall be borne and paid by the lessee. The lessee shall pay the rent for the lease hold land at the rate of Rs 50/- per acre p.a. which shall be paid in cash at the office of the BIADA or by Bank draft drawn in favour of the BIADA. In witness where of the common seal of has hereunto been affixed and there presents signed

for and on behalf of

Sri. Eminent Parvatesh Kumar Titang
13. 8. 1987
(Signature of Lessee)

Contd....9/-

Eminent Parvatesh Kumar Titang
13/8/87
13/8/87
[Stamp]

[Signature]

(9)

Witness

- 1. Name *Abree Niwas Ahanna*
- Designation *Dy. Development officer, B.S. City.*
- 2. Signature *Chakreshwar Prasad*
- Name *Chakreshwar Prasad*
- Designation *Dy. Development Officer (Gen)*

In witness whereof the hand of Sri Tribhuvan prasad Singh, Secretary, Bokaro Industrial Area Development Authority, for and on behalf of the Bokaro Industrial Area Development Authority has been affixed on the date and year above written.



Secretary, *Mayalace*
for and on behalf of the *13/8/87*
Bokaro Industrial Area Development Authority, Bokaro Steel City-14

सचिव
बोकारो औद्योगिक क्षेत्र विकास प्राधिकरण
बोकारो स्टील सिटी (पासा)

[Handwritten signature]

Ernest Santosh Kumar Tiwari
13/8/87

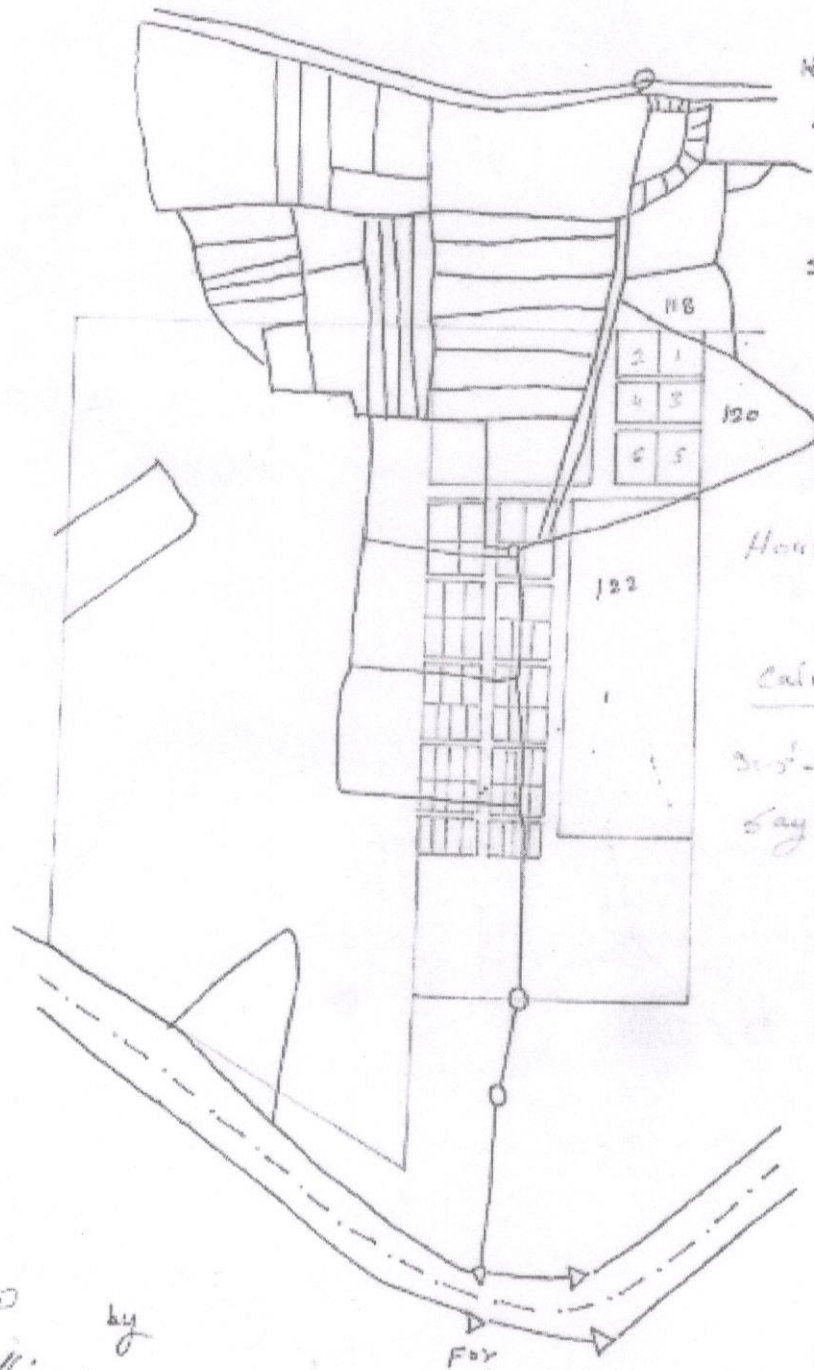
Site land plan of Shri Ernest paritosh Kumar Titus

AT village pipra Land

Scale - 1" = 330'-0"

BORING Steel city

Village --- pipra Land
 Hamam --- 36
 Hamam --- chas
 DIST --- Dhanbad



Hamam --- 17

L-plot no --- 120 (0)

Area --- 0.81

BOUNDARY

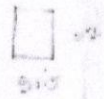
Survey plot no	Housing plot no
North - 120 (0)	20'-8" width
South - 120 (0)	40'-8" width
East - 120 (0)	A - 5
West - 120 (0)	40' width

Housing plot no - A-C

plot size

Calculation

$20'-8" \times 40'-8" = 2033 \text{ sq ft}$
 say = 0.81 ac



Drawn

by

Office
 Abdul Aziz and S. Bret
 (Tracer)
 B-1-A-D-D
 (Hamam)
 D-2-L-R

Ernest paritosh Kumar Titus
 13/8/1987
 Shri Ernest paritosh Kumar Titus
 C.A. cum P.A.
 B-1-A-D-D

M. Prasad
 10/9/87
 Secretary
 B-1-A-D-D
 B-5-A-C

(Signature)
 Gopal Prasad B...