

पर करने वाले की तरफ से वापस की जायगी और इसी
जगह विपका दी जायगी

नम्बर 9 सम् 2007

सिलसिलेवार

3699

नम्बर दस्तावेज

3682

नम्बर बही

वसूल पाई

दस्तावेज लिखी

मामूला

तारीख

जाने के लिये

सहित प्रेष करने पर

दस्तावेज

रजिस्ट्री ऑफिस

उसका कोई दावेदार

दिया जाना चाहिये।

तारीख

408346

से

ने

के नाम

24/10

पर

कर

सब-रजिस्ट्रार

8/18

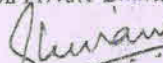
HIRE PURCHASE AGREEMENT FOR PLOT OF LAND


This agreement is made this day the 2nd of August of the year 2007 between the JHARKHAND STATE HOUSING BOARD, a statutory body constituted under section 3 of the Jharkhand State Housing Board Act, 2000, having its office at Harmu, P.S. Argora, Dist.- Ranchi State - Jharkhand through its Executive Engineer his office at Adityapur, Jamshedpur (hereinafter referred to as the Board which expression shall unless the context does not so admit include its administrators, successors and assigns) of the **ONE PART**.

AND

M/s Nirbhav Buildcon Pvt. Ltd. (A Company promoted by Anik Industries Ltd., formerly known as Madhya Pradesh Glychem Industries Ltd.) a company duly registered under the Companies Act 1956 having its registered Address at 205, Tulsiani Chambers, Nariman Point, Mumbai - 400 021 (hereinafter called as the Lessee which expression shall unless the context does not so admit include its, successors, executors, administrators and permitted assigns) of the other part.

Nirbhav Buildcon Private Limited


General Manager


कार्यपालक अभियंता
झारखण्ड राज्य आवास बोर्ड
जमशेदपुर


Whereas on an offer made by the Lessee on 30-08-2006 in response to expression of interest invited by Board the Board has in its letter No. 582 dated 31/05/2007 allotted plot No. 4 at Adityapur, Jamshedpur to the Lessee in accordance with the decision taken by the Board at its meeting held on 27th February 2007 and decided to entrust the said Plot to highest bidder for development of Hotel/ shops, the full particulars of which have been given in the schedule hereunder, at a total cost determined at Rs. 3,31,00,000/- (Rupees Three Crores Thirty One Lacs only) only towards the disposal price of the said plot of land in the manner hereinafter appearing.

Now, therefore, this deed witnesseth and parties hereby agree as follows:-

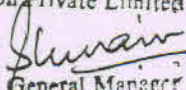
1. That the Lessee shall be given delivery of possession of the plot of land after payment of all his dues demanded and execution of agreement.
2. That the plot of land is given on "as is where is" basis and the Board will not entertain any claim or complaint what so ever relating to property circumstances or any other matters.
3. That the BOARD assures and guarantees that the Land property is free from all encumbrances, attachment, charge, claim or demand whatsoever by or from anyone whosever, the same is in its exclusive possession and that it has absolute authority, perfect right and indefeasible title to enter in to this agreement with Lessee and that the Board shall compensate giving another plot of land equally valued for Lease on the same terms and conditions within 15 days time, if any defect and /or deficiency in Board 's title and /or possession of the land property.
4. (a) That the Lessee has paid to the Board cost/premium vide Pay Order No. 912235 dated 29/06/2007 and 165260 dated 03/07/2007 for amounting Rs.11,38,000/- (Rs. Eleven Lacs thirty eight thousand only and 3,19,62,000/- (Three Crores Nineteen Lacs Sixty two thousand only drawn on IDBI Bank respectively.
 - b) That the board shall not be bound to issue any separate reminder/notice for payment of the amount of any installment/ground rent or any other dues payable to the Board.
5. (a) That the total disposal price indicated above is according to the present estimate and hence final.
 - b) Only and whereas the Lessee in acceptance of terms and conditions mentioned in the said allotment order has made in full and final payment of Rs.3,31,00,000/- (Rupees Three Crores and Thirty one Lacs only)
 - (c) That the Board or such Agency as it may decide shall be responsible for maintenance, running control and regulation of use of common portions and common services of Plots and it shall be liable to pay the Board or the special Agency such charges for the purpose as may be decided by the Board. In case of failure on the part of the Lessee/Lessee or hirer or make such payment the Board shall have the power to recover such amount as arrears of land revenue.
6. That the land plot of the property will be given on perpetual lease hold basis for 99 years.
7. That as the full payment has been made and all dues cleared and if there has been no violation of any of the terms and conditions of this agreement or of the Board's Regulations in this regard, a deed of lease in respect of Transfer of the aforesaid plot on perpetual lease hold basis for 99 years shall be executed in favour of the Lessee/Lessee at the earliest.

Nirbhay Buildcon Private Limited


General Manager


कार्यपालक निदेशिका
भारत सरकार
जमशेदपुर

- 8 The Lease can be renewed for a further period of an application from the Lessee or his successors, successors-in-interest or assigns at least before three months of expiry of the first Lease period of 99 years.
- 9 If the Lessee winds up before the expiration of the period of this lease or assigns his leasehold interest in the land described in schedule mentioned, the successors, successors in interest, heirs, executors, administrators, representatives or assigns of the Lessee shall duly get their names registered in records of concern authority within three calendar months.
10. That the premises will be used only for Hotel/shops purpose and not for any other purpose.
11. That the Lessee shall pay from the first day of the month in which this agreement is registered and possession of land given, ground rent municipal and water taxes, electricity charges, cesses and such other taxes and charges to the authorities concerned for the said premises allotted by the Board.
12. The Lessee shall have to pay ground rent at the rate of Rs. 1000/- (Rs. One thousand only) annually to the Jharkhand State Housing Board.
13. That the settee shall obtain the approval of the Board and the concerned authority prescribed viz. AIDA and Municipal corporation, or any other authority prescribed in any other law the time being in force to his building plan before starting any construction.
- 14 That the Plan will be prepared by the Architect of the Lessee and submitted to the Board for its suggestion and improvements / modifications /alterations , if any within 6 months of possession. However the Board should return suggestions within one week of submission of the drawing by the Lessee. If no communication is received within one week of the submission of the drawing it will be deemed that the BOARD does not have any suggestion and the drawing will be deemed to be final.
- 15 The Lessee shall get necessary plans sanctioned from the sanctioning authority and the BOARD shall extend all possible help, support and follow up , if necessary. However, the required Plans and necessary sanction fees shall be deposited by the Lessee with concerned sanctioning/ appropriate authority.
16. That the Lessee shall start construction within one years of having been put in possession of this plot of land and complete construction within a further period of two years after sanction and approval of Map.
17. The Lessee shall be entitled to let out the commercial building space for Hotel/Shops etc. on rent / lease to individual or institution or body corporate. If the allottee / lessee puts the allotted land to any use /purpose other than what is stipulated herein before, this allotment shall be cancelled and the entire amount deposited shall be forfeited.
18. That the Lessee shall be entitled to obtain loan from any bank or banks or other financial institutions by deposit of land documents i.e. title deeds for this the lessee entitled to mortgage for the lease period the land property or any portion thereof with bank or financial institutions to obtain loan / working capital / short term loan to finance the aforesaid project with information to the Board.
19. That the Lessee will make no alteration or addition upon the said premises without the prior written permission and sanction of the Board by submitting a plan and without obtaining approval of the municipal or other authorities in accordance with the provisions of law for the time being in force.

Nirbhay Buildcon Private Limited

 General Manager


 कार्यालयक निदेशिका
 झारखण्ड राज्य आवास बोर्ड
 इमरेशपुर

20. That the Lessee shall not encroach upon the adjoining land beyond the area and size mentioned in the schedule appended to this agreement and shall not violate the prescribed setbacks, not open spaces at sides, front and rear within the area settled with him/her.
21. That the Lessee shall not transfer, assign or otherwise part with the possession of the whole or any part of the premises without the previous consent of the Board in writing.
22. That the Lessee shall permit any officer or staff of the Board having jurisdiction over the area concerned to enter upon the premises and to inspect the same from time to time ensure his/her adherence to the terms and conditions of this agreement and shall provide reasonable facilities to him for the said purpose.
23. That the Lessee agrees with the right of the Board to recover all or any of the dues payable to the Board as public demand under the Bihar and Orissa Public Demands Recovery Act, 1914.
24. That the possession of the plot shall be handed over to the Lessee/Lessee after payment of full premium and signing of the Agreement. The Lessee can start work on the premises like Bounadry, Tubewells and various constructions etc as per rule.
25. That if the Lessee fails to do anything or refrains from doing anything as required by the agreement executed or by the Board's regulations, the Board shall have the power to get such things done or prevent such things being done at the risk and cost of the Lessee.
26. That the Lessee shall cease to be a tenant and shall be the owner of the plot only after dues have been paid by him to the Board and the transfer of the property to them has been effected through a Conveyance deed in such form as may be prescribed by the Board.
27. That without prejudice to the Board's right under any other Law, rules and regulations and besides recovering the amount due to the Board along with interest, penalty and damages the Board shall have, in addition the right to cancel the allotment/settlement of the premises plot of land made in favour of the Lessee and to evict him from the premises/plot of land and resume possession thereof in the event of violation of any one or more of the following:-
- Non-compliance on the part of the settle of any of the terms and conditions of this agreement.
 - Violation of any of the terms and conditions prescribed in the rule and regulations of the Board in this regard.
 - If it is found that the Lessee is a farzidar and has taken settlement on behalf of any other person or persons.
 - If it is found subsequently that the allotment/settlement has been taken by furnishing false information or affidavit or concealing any material fact.
28. That on matters not specifically stipulated in the agreement or provided for in relevant rules and regulations of the Board or in case any dispute, doubt or question arises between the settle and the Board then in such event such case shall be referred for arbitration to the Managing Director of the Board acting as such at that time and his decision in this regard shall be final and binding on both the parties.

Nirbhay Buildcon Private Limited

Shunav
General Manager

Allo 2/800
कार्यपालक कमिश्नर
भारतमण्ड राज्य बाबास कोई
समरोहपुर

29. FORCE MAJEURE

The Lessee shall not be liable to any obligation hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.

Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lockout, litigations, judicial orders and /or any other act or omission beyond the control of the Lessee.

30. LEGAL PROCEDURE

It is hereby expressly agreed by and between the parties hereto that it will be the responsibility of the BOARD to defend all actions and proceedings in respect of the title and /or possession of the Land Property.

It is recorded that after execution hereof, the BOARD shall hand over peaceful and vacant possession of the Land Property to the Lessee.

Courts of Ranchi alone will have the jurisdiction in all legal matters arising out of or concerning this transactions.

In witness whereof the parties hereto have signed this deed on the dates respectively mentioned under their signatures :-

Witness

- | | | |
|----|--|--|
| 1. | Signature of Witness <i>S. K. Jha</i>
Address :- <i>Jharkhand State Housing Board,
Ranchi</i> | Signature of the Officer for and on behalf of the
Jharkhand State Housing Board
<i>[Signature]</i>
Ranchi |
| 2. | Signature of Witness <i>D. Choudhary</i>
Address :- <i>D-5 H.B. 282</i> | Date <i>02-08-07</i> |
| 1. | Signature of Witness <i>Vidhan Ch. Jha</i>
Address :- <i>28B, Shakti Park, Sawai
Khatkhata - 760017</i> | Signature of the Lessee
Nirbhay Buildcon Private Limited
<i>[Signature]</i>
General Manager |
| 2. | Signature of Witness <i>[Signature]</i>
Address :- <i>To, New B.G. Colony
Ranchi</i> | Date <i>02-08-07</i> |

SCHEDULE

Details of the Plot of land allotted.

1. Mohalla :- Dindli
2. Town :- Aditypur, Jamshedpur
3. P.O. - Aditypur P.S. Aditypur Dist. - Sraikela
4. Plot No. assigned by the Board :- Plot No. 4
5. Housing Boards - letter No. 582 Date - 31-05-2007
6. Area of land (in Acres) - 2.11 Acres
7. Boundary :-

North - 60ft. Wide Road

South - 20ft. Wide Road

East - Plot of Indodenis tools Room

West - 60ft. Wide Road

8. Dimension :

East to West on Northern side - 545^{ft}

East to West on Southern side - 433^{ft}

North to South on Eastern side - 216^{ft}

North to South on Western side - 160^{ft}

9. Sketch. - Attached

Signature of the ~~Chief Executive Officer~~ ~~Secretary~~ ~~Chairman~~ of
Jharkhand State Housing Board

Dated

Signature of the Lessee
Nirbhay Buildcon Private Limited

Date

Shuman
General Manager

झारखंड राज्य आवासबोर्ड, जमशेदपुर प्रमंडल जमशेदपुर ।

अ धि कार - पृ ष त्र

1. आवंटी का नाम एवं पूरा पता :- **जेनेरल मैनेजर, निरभय-विकास**
प्लॉट (श्री शिवम अस्पताल)
2. स्थायी पता :- **205, तुलसीयानी चैम्बर,**
नारीमन प्वाइन्ट, मुंबई
3. बोर्ड मुख्यालय का आवंटन आदेश संख्या एवं तिथि :- **582 दिनांक 31/5/2007**
4. **श्री प्रफुल** - **2.11.2007**
5. कार्यपालक अभियंता का आदेश संख्या एवं तिथि :- **1545 दिनांक 21/8/2007**
6. मकान/भूखंड/प्लॉट संख्या :- **Plot No (4)**
7. दखल-कब्जा की तिथि :- **30/8/2007**

Nirbhay Buildcon Private Limited

Shivam

दखल-कब्जा **निर्भय** Manager

आवंटी का हस्ताक्षर ।

Shivam
30/8/2007
दखल-कब्जा **निर्भय** ENGINEER
का हस्ताक्षर **STATE ENGINEERING BOARD**
JAMSHEDPUR DIVISION

JHARKHAND STATE HOUSING BOARD

Book No. : 133

MONEY RECEIPT

Date : 4/7/07

Receipt No. :

Received From : *M/s. Amik Industries Ltd*

Plc. No. - 165260 dt 3/7/07

Sum of Rupees : *Three Crore Nineteen Lakh Sixty Two thousand only.*

on account of : *Deposit of premium plot no 4 dt Aditya pur DSR*

Executive Engineer

Accounts Officer
Executive Engineer

Rs. 3,19,62,000/-
Cashier

Divi. Acctt.

.....Division

Jharkhand State Housing Board
H.O.
Jamshedpur

पत्रांक 148

झारखण्ड राज्य आवास बोर्ड मुख्यालय, रांची

प्रेषक,

अब्राहम रौना, क्षा0 प्र0 से0
प्रबंध निदेशक

सेवा में,

जेनरल मैनेजर
निर्भय विल्डकम प्रा0 लि0
205, तुल्यानी चैम्बर, नरीमन प्वाइंट
मुम्बई - 400021

दिनांक 31.12.2007

विषय : डिन्डली आदित्यपुर में आवंटित प्लॉट सं0 4 पर होटल एवं शॉप निर्माण के अलावे आवासीय इकाईयों के निर्माण हेतु अनुमति प्रदान करने के सम्बन्ध में।

महोदय,

उपर्युक्त विषयक कार्यपालक अभियन्ता, झारखण्ड राज्य आवास बोर्ड के पत्रांक 2624 दिनांक 28.12.2007 के साथ आपके मूल आवेदन को अनुलग्नक कर भेजा गया है। आवेदन में आपके द्वारा प्लॉट सं0-4 पर होटल/शॉप के अतिरिक्त आवासीय इकाईयों के भी निर्माण की मांग की गई है। आवेदन के आलोक में स्थल जांच किया गया तथा अनुमोदित ले-आउट को भी अवलोकन किया गया, अवलोकन के पश्चात् कार्यपालक अभियन्ता के अनुशंसा एवं विधि पदाधिकारी की राय के आलोक में प्लॉट सं0-4 पर होटल/शॉप निर्माण के अलावे आवासीय इकाईयों के निर्माण की अनुमति प्रदान की जाती है।

विश्वासभाजन,


प्रबंध निदेशक 31.12.07