



FIRST INFORMATION OF A COGNIZABLE CRIME REPORT UNDER SECTION 154  
CRIMINAL PROCEDURE CODE AT POLICE STATION: CHURACHANDPUR


Sub-Division: Churachandpur

FIR No. 2830(11)2023 CCP-PS u/s 147/148/149/384/380/427 IPC. Corr To: FIR NO. 1585(9)2023 MRG-PS  
u/s 147/148/149/384/380/427 IPC

District: Churachandpur  
Date & hour of Occurrence  
In the Month of July, 2023

Date and Hour when reported	Place of Occurrence, Distance & Direction from Police Station	Date of dispatch from Police Station
04/11/2023 at 11:34 AM	At Sana's Dental Clinic at Hmar Veng, Churachandpur District. About 01 Kms North	04/11/2023

NB: A First Information must be authenticated by the signature, mark of thumb impression informant and attested by the signature of the officer recording it.

Name & residence of informant/complainant	Name & residence of accused person(s)	Brief description of offence with sections and of property carried off, if any	Steps taken regarding investigation, explanation of delay in recording information	Result of the case
Thiyam Thoibicha Devi of Sangaiprou, Mamang Leikai, Imphal (795001) # 9362333166  O.E. Overleaf   OC/CCP-PS Officer-In-Charge Churachandpur Police Station Manipur	Some unknown Miscreants	Punishment for rioting, Rioting armed with deadly weapon, Every member of unlawful assembly guilty of offence committed, Punishment for extortion, Theft in dwelling house, mischief causing damage.  / Punishable u/s  147/148/149/384/380/427 IPC	ASI K Paumuansang of CCP-PS will please investigate the case  -SP/CCP u/s-	

Signed : ( N THANGZAMUAN), Inspt.  
Designation : OC/CCP-PS  
Date : 04/11/2023

Officer-In-Charge  
Churachandpur Police Station  
Manipur



To,

The Officer-in-Charge,  
Moirang PS,  
Pasang Leikai, Moirang, Manipur

Subject: Report of damage of dental clinic and looting of clinic equipment by miscreants in  
Hmar Veng, Churachandpur in the ongoing violence erupted since 3<sup>rd</sup> May 2023.

Sir,

With all due respect, I, **Thiyam Thoibicha Devi**, would like to state that I run a dental clinic by the name **Sana's Dental Clinic** at **Hmar Veng, Churachandpur** since November 2021. With the violence erupted on May 3<sup>rd</sup> 2023 and with various reports of destruction of Meitei own properties in various areas in Churachandpur, I have kept in constant contact with the lessor to safeguard the clinic. The clinic still stand for the first two months. However, in July the lessor has informed me that some miscreants have damaged the clinic and looted the equipment. Due to this I'm in great loss. I have used all my life savings and even used borrowed money to start the clinic. The total approx. amount of losses I have incurred are as follows:

Sl. No.	Items	No. of units	Approx Cost/price (Rs)
1	Dental chair	2	5,00,000
2	X-ray machine	1	1,00,000
3	RVG	1	1,30,000
4	OPG X-ray	1	4,00,000
5	Computer set	1	50,000
6	Endometer	2	80,000
7	Apex locator	2	1,10,000
8	Dental tools & accessories	-	2,00,000
9	A.C	1	45,000
10	Room furnishing	-	3,00,000
11	Furniture	-	1,50,000
12	Miscellaneous	-	3,00,000
TOTAL			23,65,000 (Twenty Three Lakhs Sixty Five Thousand Only)

The address of my clinic is as follows:

**Sana's Dental Clinic**  
**Estee shopping complex, Opposite Circuit House**  
**Hmar Veng (795128), Churachandpur**

Due to all these losses I'm in quite distress. I, request the competent authority to compensate my losses in the ongoing ethnic violence. I would be ever grateful for the kind of humility. I have also attached my rental agreement with the lessor along with the application.

Dated: 27<sup>th</sup> September 2023

Reviewed as DE of FIR No-2830  
(11)2023 CLP-PS W/ 147/148/149/  
384/380/427 IPL.

Warm's Regards,

*Thiyam Thoibicha*

(Thiyam Thoibicha Devi)

Sangaiprou Mamang Leikai, Imphal (795001)

Contact no: 9362333166

Officer-In-Charge  
Churachandpur Police Station



भारतीय गैर न्यायिक

पचास  
रुपये

रु.50



FIFTY  
RUPEES

Rs.50

INDIA NON JUDICIAL

मनिपुर मणिपुर MANIPUR

60854

## LEASE AGREEMENT

This commercial lease agreement ("Lease Agreement") is made and entered into at Churachandpur, Manipur, India on 24<sup>th</sup> of April 2021

### BY AND BETWEEN:

**Francis Onkhohao Haokip** s/o Peter Ngamkothang residing at S Haijang, Churachandpur, Manipur, PIN - 795128 (hereinafter called and referred to as the "Lessor" which term or expression is hereinunder used wherever the context so requires or admits means and includes its successors in interest and permitted assigns) of the ONE PART;

### AND

**Dr. Thiyam Thoibicha (Rani) Devi** d/o Thiyam Rajen Singh residing at Sangaiprou Mamang Leikai, Imphal, Manipur - 795001, INDIA (hereinafter called and referred to as the "Lessee" which term or expression is herein under used wherever the context so requires or admits means and includes its successors in interest and permitted assigns) of the SECOND PART.

**WHEREAS** the Lessor is the owner of the land, building and improvements at Estee Shopping Complex, Hmar Veng, Opposite Circuit House, Churachandpur, Manipur, PIN - 795128 (the "Building") and the Lessor makes available for lease a portion of the Building admeasuring a total area of 400 square feet built up area on the first floor of the Building (the "Leased Premises").



**WHEREAS** the Lessor desires to lease the Leased Premises to the Lessee and the Lessee desires to lease the Leased Premises from the Lessor for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

**THEREFORE**, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. **USE OF LEASED PREMISES:** The Lessor leases the Leased Premises to the Lessee and the Lessee is hereby agrees to lease the Lease Premises for running a Dental Clinic.

Any change in use or purpose for the Leased Premises other than as described above shall be upon prior written consent of Lessor only. Under no circumstances shall the Leased Premises be used for residential purposes.

2. **TERM OF LEASE:** The term of this Lease Agreement shall be for a period of 4 years commencing on 1<sup>st</sup> May 2021 and expiring on 30<sup>th</sup> April 2025 ("Initial Term").

Lessee may renew the Lease for an extended term beyond the Initial Term. Lessee shall exercise such renewal option, if at all, by giving notice to the Lessor not less than ninety (90) days prior to the expiration of the Initial Term. The renewal shall be at revised mutually agreed terms to be incorporated in a revised Lease Agreement.

3. **RENT:** The net monthly rent shall be Rs.5,000 (Rupees five thousand) payable monthly with the first payment due upon 1 month after the handover of the Leased Premises for interiors (the "**Rental Commencement Date**") and each monthly installment payable thereafter on or before the 5<sup>th</sup> day of each month. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis

The rent shall escalate after every 2 years by Rs.500 (Rupees five hundred per month).

Lessee shall also pay to the Lessor a refundable "**Security Deposit**" in the amount of 2,50,000 (Rupees two lakhs fifty thousand).

4. **SUBLEASE AND ASSIGNMENT:** Lessee shall not sublease all or any part of the Leased Premises or assign this Lease Agreement in whole or in part without the written consent of the Lessor.

5. **REPAIRS:** During the Lease term, Lessee shall make, at Lessee's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy.

6. **ALTERATIONS AND IMPROVEMENTS:** Lessee, at Lessee's expense, shall have the right following Lessor's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Lessee may deem desirable, provided the same are made in



a workmanlike manner and utilizing good quality materials. Lessee shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Lessee at the commencement of the Lease term or placed or installed on the Leased Premises by Lessee thereafter, shall remain Lessee's property free and clear of any claim by Lessor. Lessee shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Lessee at Lessee's expense.

7. **PROPERTY TAXES:** The Lessor shall pay all existing municipal rates, taxes, duties, outgoings, assessments and impositions (both current and future) in respect of the Leased Premises as levied by the Municipal Authority or any other authority of Government of Manipur.
8. **UTILITIES AND COMMON AREA MAINTAINANCE:** Lessee shall pay all charges for water, sewer, garbage, electricity, common area maintenance and other services and utilities used by Lessee on the Leased Premises during the term of this Lease. In the event that any utility or service provided to the Leased Premises is not separately metered, Lessor shall pay the amount due and separately invoice Lessee for Lessee's pro rata share of the charges. Lessee shall pay such amounts within fifteen (15) days of invoice.

Lessee acknowledges that the Leased Premises are designed to provide standard commercial space use electrical facilities and standard commercial space lighting. Lessee shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Lessor's reasonable opinion, overload the wiring or interfere with electrical services to other Lessees.

9. **SIGNS:** Following Lessor's consent, Lessee shall have the right to place on the Leased Premises, at locations occupied by Lessee, any signs which are permitted by applicable zoning ordinances and private restrictions. Lessor may refuse consent to any proposed signage that is in Lessor's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other Lessee. Lessee shall repair all damage to the Leased Premises resulting from the removal of signs installed by Lessee.
10. **PARKING:** During the term of this Lease, Lessee shall have the non-exclusive use in common with Lessor, other Lessees of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Lessor. Lessor reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Lessee and Lessee's agents and employees.
11. **DAMAGE AND DESTRUCTION:** If the Leased Premises is so damaged by fire, casualty or structural defects that the same cannot be used for Lessee's purposes, then Lessee shall have the right within ninety (90) days following damage to elect by notice to Lessor to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage



does not render the Leased Premises unusable for Lessee's purposes, Lessor shall promptly repair such damage at the cost of the Lessor.

Lessee shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Lessee's purposes. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Lessee's reasonable control and which renders the Leased Premises inoperable or unfit for occupancy or use, in whole or in part, for Lessee's purposes.

If the Leased Premises or any other party of the Building is damaged by fire or other casualty resulting from any act or negligence of Lessee or any of Lessee's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Lessee shall be responsible for the costs of repair.

- 12. DEFAULT:** In the event of any default by the Lessee in payment of the rent for two consecutive months, Lessor may terminate this Lease Agreement and reenter the Leased Premises. Lessor shall have, in addition to the remedy above provided, any other right or remedy available to Lessor on account of any Lessee default, either in law or equity.

- 13. SECURITY DEPOSIT:** The Security Deposit shall be held by Lessor without liability for interest and as security for the performance by Lessee of Lessee's covenants and obligations under this Lease Agreement, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Lessor's damages in case of default by Lessee. Unless otherwise provided by mandatory non-waivable law or regulation, Lessor may commingle the Security Deposit with Lessor's other funds.

Lessor may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Lessee hereunder. Following any such application of the Security Deposit, Lessee shall pay to Lessor on demand the amount so applied in order to restore the Security Deposit to its original amount.

If Lessee is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Lessor to Lessee.

- 14. LEASE TERMINATION:** The Lease shall be subject to a lock-in period of 2 years from Commencement Date during which the parties shall not be entitled to terminate the lease. In the event of the Lessee terminating the Lease before the expiry of the lock-in period of 2 years, the Lessee shall be liable to pay to the Lessor, the lease rent for the remaining lock-in period. The lock-in period, however, will be subject to and will not be applicable to a termination arising out of the conditions mentioned in Clause 11.

Both the Lessor and Lessee may terminate the Lease Agreement by serving a 4 (four) months' prior notice in writing after the 2-year lock-in period.



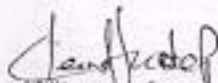
**15. GOVERNING LAWS:** The laws of India shall govern the validity performance and enforcement of this Lease Agreement.

**16. SETTLEMENT OF DISPUTES:** The Lessor and Lessee agree that in the case of any dispute arising in respect of this Lease Agreement it shall be discussed and settled wherever possible amicably. In the event of any failure to settle the dispute or difference amicably such dispute or difference shall be referred to arbitration for settlement in accordance with the provisions of the Arbitration and Conciliation Act 1996 or as may be amended from time to time. The decision of the sole Arbitrator so appointed shall be binding upon the Lessor and the Lessee. The Arbitration proceedings shall be held at Churachandpur and conducted in the English Language. Subject to the provisions of the foregoing clause, this Lease Agreement shall be subject to the jurisdiction of the Courts at Churachandpur, Manipur, India.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease as of the day and year first above written.

  
Lessor

  
Lessee

  
Witness 1:

Witness 2:  
J. Robert Singh



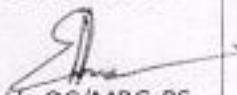
FIRST INFORMATION OF COGNIZABLE CRIME REPORT UNDER SECTION 154  
CRIMINAL PROCEDURE CODE AT POLICE STATION - MOIRANG  
Sub- Division: Moirang District: Bishnupur

FIR No. 1585(9)2023 MRG-PS u/s147/148/149/384/380/427 IPC

Dt. & Hr. of occurrence-In the month of July, 2023

Date and Hour when reported	Place of occurrence & distance & direction from Police Station	Date of dispatch from Police Station
On 27/09/2023 at 9.30 am	AtSana's Dental Clinic at Hmar Veng, Churachandpur Dist.	27/09/2023

N.B. - A first information must be authenticated by the signature, mark of thumb impression of

Name & Residence of informant/complt.	Name and residence of accused person	Brief description of offence with section & of property carried off, if any.	Steps taken regarding investigation, explanation of delay in recording information.	Results of the case
Thiyam Thoibicha Devi of Sangaiprou Mamang Leikai, Imphal (795001)	Some unknown miscreants	Punishment for rioting, Rioting armed with deadly weapon, if an offence be committed by any member of an unlawful assembly every other member of such assembly shall be guilty of the offence, Extortion, Theft in a building& Mischief causing damage	The case has been transferred to OC/CCP-PS since the P.O. falls under the jurisdiction of CCP-PS	
OE is attached.  i/c.OC/MRG-PS Dt. 27/09/2023		Punishable u/s 147/148/149/384/380/427 IPC		

Officer-in-Charge  
Moirang Police Station  
Bishnupur Dist., Manipur

  
Signed... SI N. Samson Singh