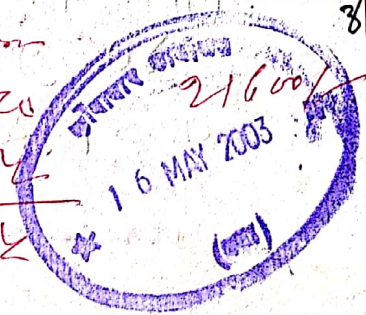


23/8/03

32 (ii)

03171

2003  
 on 25/7/03, 90220  
 65  
 90324



उमा सिंह  
 25/7/03

विनोद भुशान  
 25/7/03

DEED OF TRIPARTITE LEASE IN  
PERPETUITY BASIS.

This Indenture is made on the 25th  
 day of this month of July...of the  
 year 2003 amongst the Bihar State Housing  
 Board Act, 1982, hereinafter referred to  
 as the Board which expression shall unless  
 the context does not so admit include its  
 executors, successors and permitted assigns  
 of the first party, through Sri Vinod Bhushan  
 Sinha, Estate Officer. AND

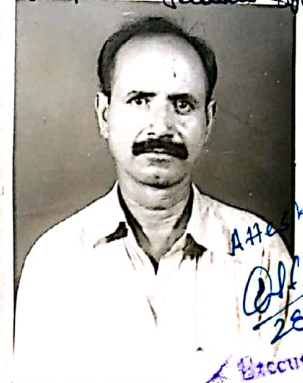
Smt. Uma Singh, W/O Sri Ramdhyan Singh, Resident  
 of village- Madarpur, P.O. HarhiMakhdumpur, P.S.  
 Tekari, Distt. Gaya, State- Bihar aforesaid  
 ( which means and include her successors,  
 executors and permitted assigns of the Second  
 Party.

Vinod Bhushan Sinha  
 25/7/03  
 न.मण्डल दायिकारी  
 बिहार राज्य अ.वासि बोर्ड, पटना

387/12  
 21600  
 165-9

श्री श्री इंद्र प्रसाद सिंह  
 कार्यपालक अभियन्ता  
 विद्या राज्य अन्वेषण एवं  
 उद्योग केंद्र लखनऊ  
 980-9-2-2003  
 अनुयायक

Photo of Passenger  
 Sri Ramesh Jaiswal



A40  
 26/7/03

Executive Engineer  
 Bihar State Housing Board  
 Gaya Divin.



2-7-03

8/8/03

अनुयायक श्री रमेश जैशवाल  
 अनुयायक श्री रमेश जैशवाल

अनुयायक श्री रमेश जैशवाल  
 अनुयायक श्री रमेश जैशवाल

2-7-03



03170



-2-

AND

उमा सिंह  
25/5/03

श्री रामदेव चौधरी  
25/5/03

Sri Ramdeo Choudhary S/O Late Mangar Choudhary, presently residing at village-Nai Bazar, P.O. +P.S. Sherghatty, Distt. Gaya, State- Bihar as the original allottee of LIG House No. LH-48, at Shahid Baikunth Shukla Nagar( Anugrahपुरी), Gaya of the third party.

And whereas the Third Party Smt Ramdeo Choudhary having fallen in need of money decided to transfer the aforesaid LIG House No. LH-48, to Smt. Uma Singh, W/O Sri Ramdhyan Singh, Resident of village- Madarpur, P.O. HarhiMakhdumpur, P.S. Tekari, Distt. Gaya on the same terms and conditions prescribed by the first party, the Board, which are delineated herein-after.

Vinod Bhandari S/o  
25/5/03

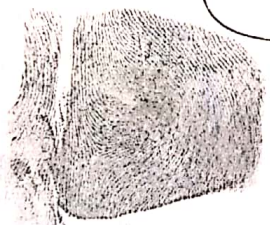
श्री-सम्पदा पदाधिकारी  
बिहार सरकार, गये, पटना

5  
16.5.2003

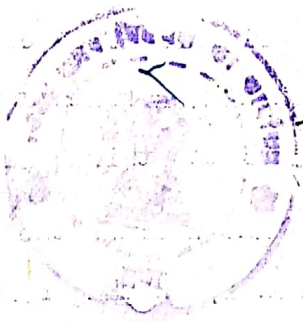
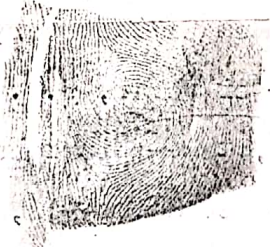
उमर सिंह  
रामेश्वर सिंह  
महाराष्ट्र  
द्वारा 21600  
16.5.03

5000x4  
1000x1  
500x1  
100x4

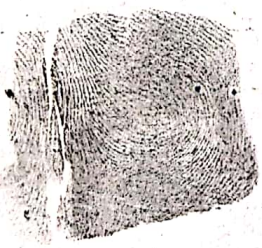
21600 ~ इकाई का दस्तावेज (व्यापारिक)  
उमर सिंह  
द्वारा  
उमर सिंह 2-2-2003



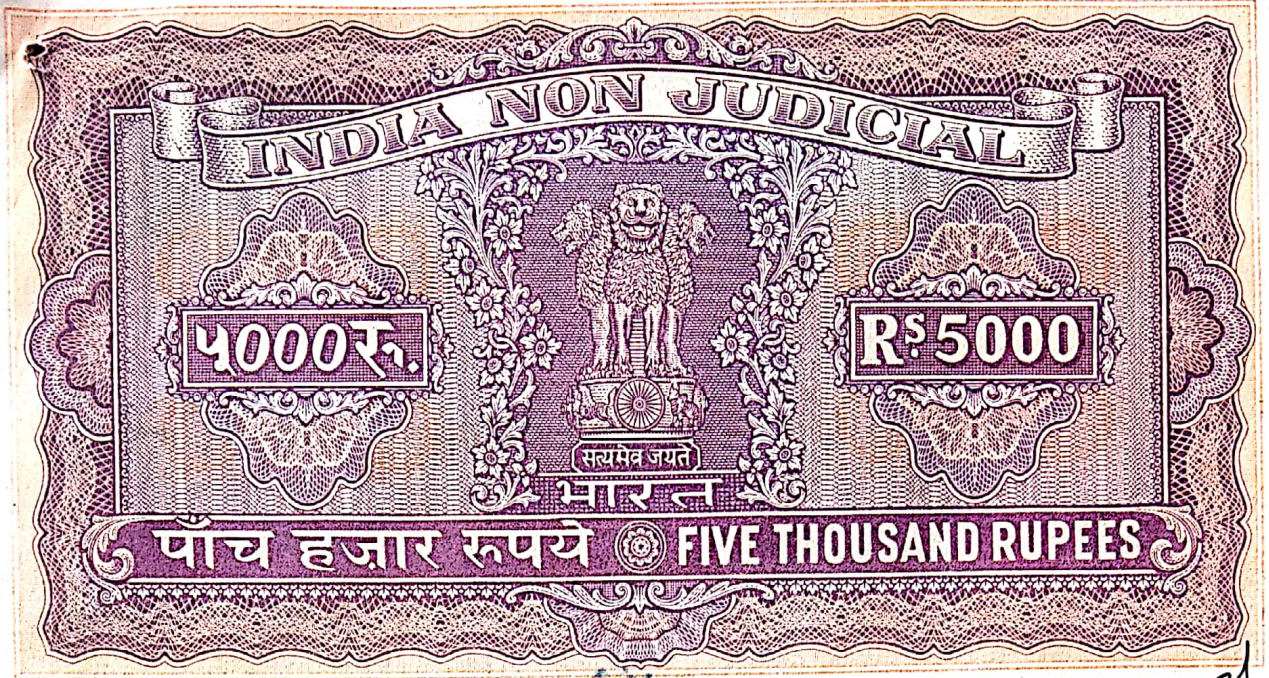
उमर सिंह  
द्वारा  
रामेश्वर सिंह 2-2-03



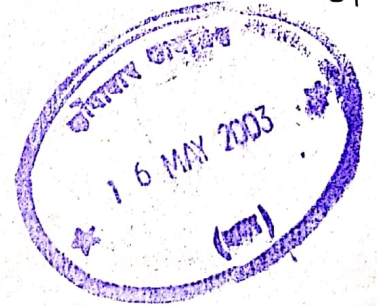
उमर सिंह  
द्वारा



लोकपाली का पहचानता है  
गुजराती का भाषा  
श्री ए. नारायण सिंह  
08-08-03



03172



-3-

And whereas the Second party afore-  
 said has agreed to get allotment of  
 schedule property at determined tentative  
 premium of Rs. 2,36,772/- ( Rupees Two Lakh  
 thirty six thousand seven hundred seventy  
 two ) only and agreement value as Rs. 19,305/-  
 ( Rupees Nineteen thousand three hundred five )  
 only and ground rent Rs. 48/- ( Rupees forty  
 eight ) only the first party has accepted a  
 sum of Rs. 89,300.50 Rupees Eighty nine thousand  
 three hundred & Paise fifty ) only from the  
 second party through the third party as half  
 (50%) of the unearned increase premium of  
 Rs. 1,78,601/- ( Rupees One lakh seventy eight  
 thousand six hundred one ) only after deducting  
 the tentative premium of the aforesaid LIG  
 House No. LH-48, as Rs. 58,171/- ( Rupees Fifty  
 eight thousand one hundred seventy one ) only

उमास्मि  
२५/५/०३

राजदेव चौधरी  
२५/५/०३

उमास्मि

Vinod Bhanu Singh  
२५/५/०३

सू-सम्पदा पदाधिकारी  
बिहार राज्य आवास बोर्ड, पटना

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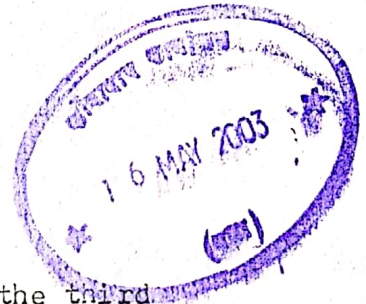


212



03173

-4-



already paid to the first party by the third party, the parties hereunto agree upon the following terms and conditions:-

1. That the total premium indicated above have been presently determined and is purely tentative . Increase in the cost of development or due to cost of land acquisition or due to any decision/ award of the court of law or legislation shall be payable to the first party by the second party either in instalments or in lump sum during the period decided by the Board. The second party shall also be entitled to refund of the cost on account of the reduction of cost. The second party shall under no circumstances be entitled to demand any accounts relating to the cost or to question or dispute it and this shall be fixed by the first party in its sole discretion, which shall be final

उमा रेडि  
25/5/03

विक्टर प्रसाद  
25/5/03

Vinod Polunehra  
25/5/03

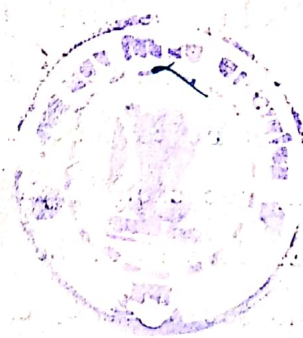
शु-सम्पदा एकाधिकारी  
विहार राज्य सरकार, पटना

30.10.16

21600-2

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2/8





15772



-5-

and binding on the second party.

2. That the house is given on "As is where is" basis and the Board will not entertain any complaint what so ever relating to the property, circumstances or any other matter.

3. That, the scheduled property is given to the Second party for the remaining period of 90 years lease renewable at the descretion of the Board by making application within 3 month prior to the expiry of the terms of

90 years. The first party may impose such other conditions as it may deem fit and proper in the event of renewal of the lease.

4. That, the second party shall be given

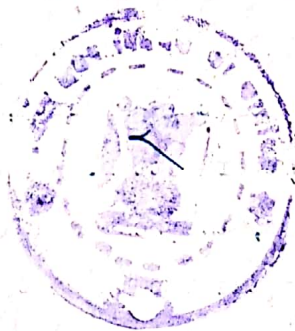
उमा कृष्ण  
85/11/03

राजेश्वर-पुत्रा  
85/11/03

Vinod Chandra Sinha  
25/5/2003

सू-सम्पदा पदाधिकारी  
बिहार राज्य बाबास साहू, पटना

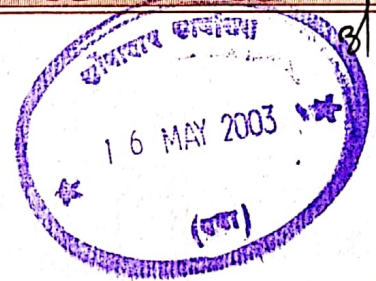
30/1/12  
To  
Date  
No.  
Per  
C. A.  
Amount for Rs. 21600-00  
2011/1650  
Stamp Book  
Stamp No. 1000



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-6-

delivery, of possession of the aforesaid house by the third party after all formalities have been completed and all dues paid by the Second party to the first party and after the execution of this deed as per requirements at her own cost.

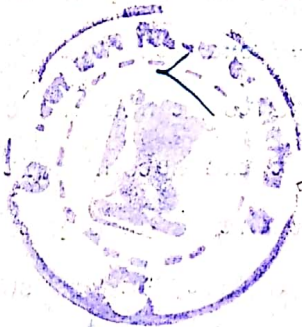
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 राबडा प  
 25/7/2003

5. That the second party for all purposes of allotment is hereby taking the place of the third party and as such she shall pay a ground rent at the rate of Rs.2/- per annum and the first party reserves its rights to revise the same every 30 years.

Vinod Bhandari  
 25/7/2003  
 प्र-सम्पदा पदाधिकारी  
 विद्यापीठ

6. That, the second party shall obtain the approval of the first party and the authority prescribed in Bihar Restriction of uses of land Act or any other authority prescribed in any other law for the time

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Stamp for No. 2160  
1/15-9  
SALARY ADVISE  
Cash Payment



2/12



Send to 201/2  
No. 21600-2  
Date 15/5/21  
Stamp for Rs. 21600-2  
Stamp Auth.  
Class Registrar, Class



second party shall not keep any animal or poultry in the premises settled with her.

10. That the second party shall be acquiring the lease hold right on the land along with the building as detailed in the schedule appended hereafter.

11. That the second party shall not transfer, assign or other wise part with the possession of the whole or any part of the premises without the previous permission of the first party in writing which the first party shall be entitled to refuse in its sole discretion or in the event of consent being given may impose such terms and conditions as it thinks fit and the Board shall be entitled to claim and recover a portion of the increase in the value ( i.e. difference between the premium paid and the market value of the fixt house at the time of sale, transfer, assignment or parting with the possession, the amount being 50% of the unearned increase. The decision of the first party regarding the market value of the house shall be final. Besides the first party shall also have the preemptive right to take back the house from the second party after paying an amount equal to the premium paid by

3/11/12  
25/11/13

2/11/12  
25/11/13

2/11/12  
25/11/13

Vinod Bhudhan Sinto  
25/11/13

सू-सम्पदा पदाधिकारी  
बिहार राज्य आवास बोर्ड, पटना

the second party to the third party ( less depreciation) and 50% of the unearned increase in the value of the house determined in the matter indicated above.

12. That the Second party shall permit the officers and staff of the first party having jurisdiction over the area concerned to enter upon the house and inspect the same from time to time ensure adherence to the terms and conditions and shall provide reasonable facilities to them for the said purpose.

अधिकारी  
25/7/2013

13. That the second party agrees with the right of the first party to recover any of the dues payable to the first party as public demand under the Bihar and orissa public Demand Recovery Act, 1914.

अधिकारी  
25/7/2013

14. That without prejudice to the first party right under any other rules and regulations and besides recovering the amount due to the first party alongwith interest, penalty damages if any the Board shall have in addition the right to cancel the allotment of the premises in favour of the second party and to evict her from the premises and refuse possession thereof in the event of any one of the following:-

Vinod Bhushan Singh  
25/7/2013

बू-सम्पदा पदाधिकारी  
बिहार राज्य अ.वास बोर्ड, पटना



a) Non-compliance on the part of the second party of any of the terms and conditions of this agreement.

b) Violation of any terms and conditions prescribed in the Rules and Regulations of the first party in this regard.

c) Default in payment of any amount remaining due for payment to the first party for the period of 12 months from the date of the demand.

15. That in the event of the termination of the lease either on account of its cancellation or on account of non-compliance with the terms of this lease and after non-renewal on the expiry of the present terms the first party shall have in right to take khas possession of the premises on payment of such compensation as may be determined by the first party.

32/1/18  
25/1/18

25/1/18  
25/1/18

Vinod Poluncharbinko  
75/7/18

पु.स.पदा पदाधिकारी  
राज्य राज्य क.प.स. बोर्ड, पटना

16. That on matter not specifically stipulated in the agreement or provided in the relevant Rules and Regulations of the first party or in case any dispute doubt or question arises between the first party and the second party/ Third party of the lease then on such event every such matter shall be referred for arbitration to the Managing Director, Bihar State Housing Board of the first party acting as such at that time and his decision in this regard shall be final and binding on all the parties concerned and such decision shall not be liable to be questioned in any court of law.

गुण सिद्धि  
१९/११/१३

राजेश कुमार  
१९/११/१३

17. That after the execution of this tripartite deed the third party will have no any right in this property.

18. "Stamp duty that would have been payable as a result of Final Agreement between the first party and the third party has been taken into accounts in this tripartite agreement."

Vinod Bhushan Singh  
25/7/2003

बिहार राज्य आवास बोर्ड, नए

In witness whereof the parties here unto have signed this deed on the date mentioned under their signatures:-

Witness with address:

1. ~~Ram Bilal Das~~  
~~Hoising Board, Patna~~ 25/1/13
2. ~~Hridaya Bikari Singh~~, 25/1/13  
~~B.S. Hoising Board, Patna~~

~~Vinod Bhusan Guha~~  
First - 25/1/13

सू-सम्पदा पदाधिकारी  
बिहार राज्य कायास्त बोर्ड, पटना

Witness with address:

1. ~~Ram Lakshmi Prasad~~  
~~Vill Barakagan P.S Tarzoni~~  
~~PO Dist-Bhagalpur (Arrah)~~ 25/1/13
2. ~~Shailendra Kumar~~ 25/1/13  
~~R.N. D/G H.N. - 6/D~~  
~~SADHAPURI (Gardnibagh)~~  
~~PATNA - 1~~

~~उमाशंकर~~ 25/1/13

Second Party.

Witness with address:

1. ~~श्रीमान श्री प्रो. फारुख~~ 25/1/13  
~~श्रीमान. स्टो. नं. 6~~  
~~शांतिपुरी गढ़नीवासी~~  
~~पटना~~
2. ~~प्रशांत कुमार~~ 25/1/13  
~~श्री श्री काली, गंगा~~  
~~मठ - 48~~

~~रामदेव चौधरी~~ 25/1/13

Third Party.

SCHEDULE.

Details of the house allotted.

1. Mohalla: Shahid Baikunth Shukla Nagar( Anugrahpuri)
2. Town : Gaya.
3. P.O. Rampur, P.S. Rampur, Distt. Gaya.
4. House No. assigned by the Board: LIG House No. IH-48
5. Housing Board's letter No. 6221 dt.4.8.80.
6. Area of the land in the building: 2025 Sft.
7. Boundary:

North: LIG House No. IH-47

South: private land.

East: LIG House No. IH-41&42

West: 30'0" Wide Road.

8. Sketch: Attached.



*Vinod Bhushan Sinha.*  
Signature of the first party  
25/7/03

Certified that original and duplicate documents  
are true and exact reproduction of each other.

*उमा सिं*  
Signature of the Second Party.  
25/7/03

*रामदेव चौधरी*  
Signature of the Third Party.  
25/7/03

25/7/03  
Executive Engineer  
State Housing Board  
Gaya Divin.

