



## AND

SRI RAJESH KUMAR MAHENDRA, S/o SRI BHARET PAL MAHENDRA, Address- L. I. G. Row House No LR/15, Adityapur, P. O. Adityapur, P. S. R. I. T., Distt. Saraikela Kharsawan (Jharkhand), as the original allottees of third party.

And whereas the third party allotment letter No. 172 dated 24.09.1983, SRI RAJESH KUMAR MAHENDRA, S/o SRI BHARET PAL MAHENDRA, Address- L. I. G. Row House No LR/15, Adityapur, P. O. Adityapur, P. S. R. I. T., Distt. Saraikela Kharsawan (Jharkhand) having fallen in need of money decided to transfer the aforesaid L. I. G. Row House No LR/15 to SMT. ANJU, W/o SRI SANJAY KUMAR SINGH, Address- Betel Nut 517 Duplex, Sahara Garden City, Adityapur-2, P. O. Adityapur, P. S. R. I. T., Distt. Saraikela Kharsawan (Jharkhand) On the same terms and condition prescribed by the first party, the Board which are delineated hereinafter.

And whereas the second party aforesaid has agreed to get allotment of schedule property at determined tentative premium of market money Rs. 9,72,169.00 (Rupees Nine Jacs

Rajesh Krumar Mohilde Markhand State Housing Board

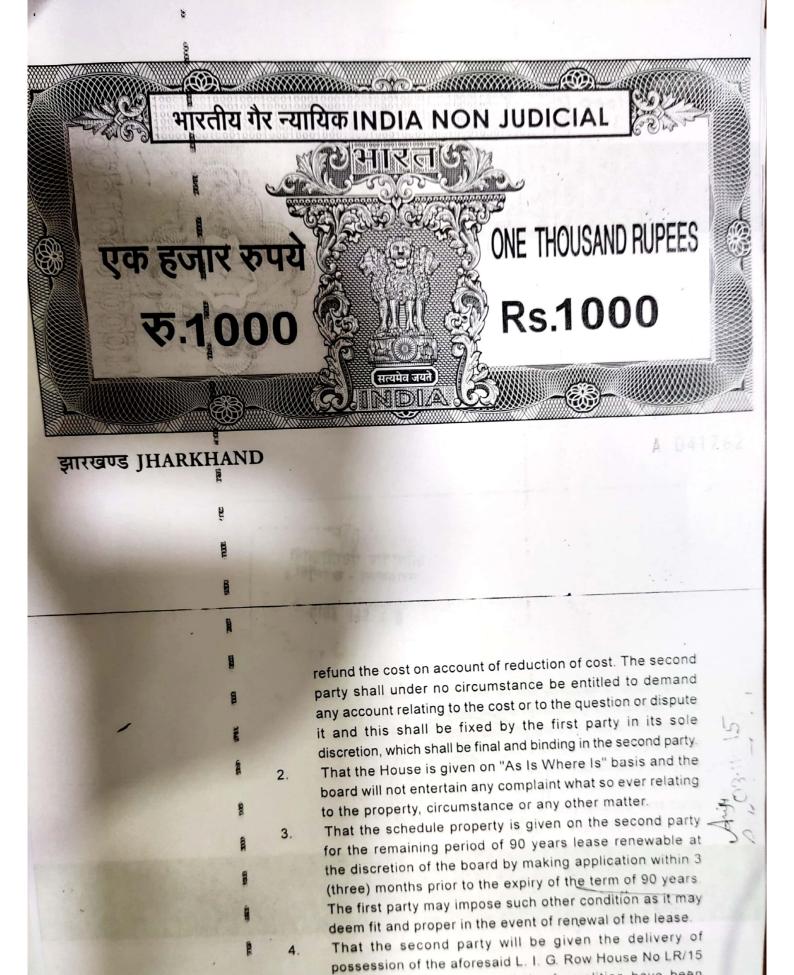


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seventy two thousand one hunndred sixty nine) only. The first party has accepted a sum of Rs. 3,56,760.00 (Rupees Three lacs Fifty six thousand seven hundred sixty) only and tentative cost of house Rs.33,300.00(Rupees thirty three thousand three hundred) only from the second party through the third party as half (50%) of the unearned increase of premium vide letter no. 194/Aa dt. 24.01.2012 of Rs. 3,56,760.00 (Rupees Three lacs Fifty six thousand seven hundred sixty) only from permission vide letter no. 1449/Aa dated 17.08.2015 of the Jharkhand State Housing Board, Ranchi the parties hereunto agree upon the following term and condition:-

1. That the total premium indicated above have been presently determine 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 the installment or in the lump sum during the period decided by the board. The second party shall also be entitled to

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by the third party after all the formalities have been completed and all the dues paid by the second party to the

first party and after the execution of this deed

requirement at his/her own cost.



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That the second party for all the purpose of allotment is hereby taking the place of the third party and as such the third party had allready paid the ground rent at the rate of financial charged of 1983 to 2012 at Rs. 2.00 only per year i.e. Rs. 48.00 and 2013 to 2015 at Rs. 100.00 only per year i.e. Rs. 300.00 total amount Rs. 348.00. The allottee deposited ground rent Rs. 500.00 only and the first party reserved its right to revise the same every 30 years. 6.

That the second party shall obtain the approval of the first party and the authority prescribed in Jharkhand Restriction of uses of land Act or any other authority prescribed in any other law for the time being in force to building plan making alteration and addition in the said House.

That the second party shall make no alteration and addition upon the said House other than the construction according to the approved plan mentioned here to for without the written permission of the first party or the authority prescribed in this behalf in accordance with the provision for the time being in force.

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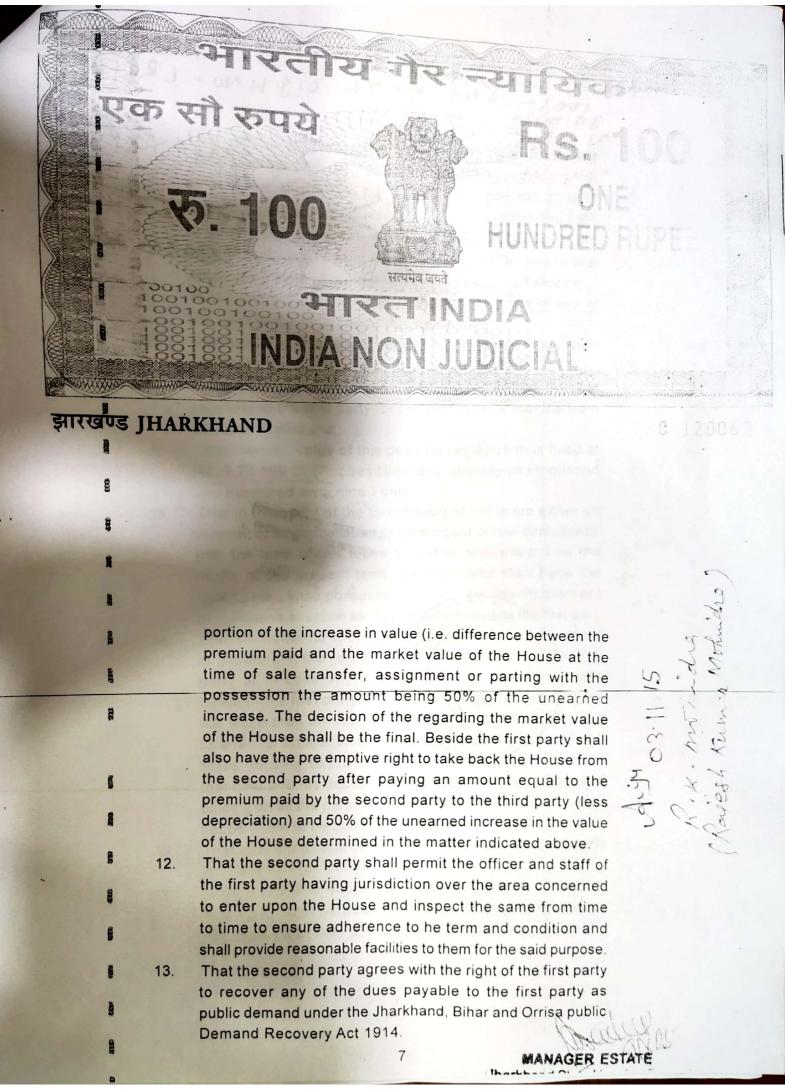
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- 8. That the second party shall start construction within one year of having been put in possession of the land and complete the same at the earlier except for the reason beyond this control within two years.
- 9. That the second party shall not encroach upon the land beyond the area and the size mentioned in the schedule appended here to this agreement and shall not violet prescribed set back and the open spaces at sides front and rear within the area settled with the second party.
- 10. That the prescribed House shall be used only for the residential purpose and the second party shall not keep any animal or poultry in the premises settled with her.
  - 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 the writing which the first party shall be entitled to refused in its sole discretion or in the event of consent being given amy impose such term and condition as it think fit and the board shall be entitled to claim and recover the

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- 14 That without prejudice to the first party right under any other law rule and regulation and besides recovering the amount due to the first party along with interest, penalty and damage 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 him from the premises and refuse possession there of in the event of any one of the following :
  - a) Non compliance on the part of the second party of any of the term and conditions of this agreement. b)
  - Violation of any term and condition prescribed in the Rule and Regulation 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 demand.
  - d) That the total value of this deed for registration is fixed at Rs. 9,72,169.00 (Rupees Nine lacs seventy two thousand one hunndred sixty nine ) only.
  - That in the event of the termination of the lease either on 15. account of its cancellation or on account of non compliance with the term of this lease and after non-renewal on the expiry of the present term, the first party shall have the right to take khas possession of the premises on payment of such compensation as may be determined by the first part.
  - That on matter no specifically stipulated in the agreement 16. or provided in the relevant rule and regulation 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 than on such event every such matter shall be referred for arbitration to the Managing Director, Jharkhand 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.
    - That after the execution of the tripartite deed the third party 17. will have no right in this property.
    - Stamp duty that would have been payable as a result of 18. final agreement between the first party and the third party has been taken into account in this tripartite agreement.

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Witness Signature with Address. 1. Signature: Address: 2. Signature: Address: Witness Signature with Address. Address: Sanjay kuma Cengh BETEL NUT-517 Sahara Garden City. Adety:pu-2 JSR-14 2. Signature: Aliwer Address: Belk No 65/211 feltwiger | Second Party Sunal Graph Servicala Kharsunan Witness Signature with Address.

## SCHEDULE

## Details of the L. I. G. Row House Allotted.

1. Mohalla

2. Town Adityapur

3. P.O. Jamshedpur Adityapur P. S.

R. I. T. Distt.

Saraikela Kharsawan

4. House No. Assigned by the Board: L. I. G. Row House No. LR/15 5. Housing Board's Letter No. 172 dt.24.09.1983, Final Permission

Letter No. 1449/Aa dt. 17.08.2015

6. Date of Agreement: 07.04.1989

7. Area of Land in the Building:  $50' - 0'' \times 24' - 1\frac{1}{2}'' = 1206.25 \text{ sft}$ 

North: L. I. G. Row House No. LR/6 20' - 0" Wide Road

I G ROW HOUSE NO 1 R/14



MANAGER ESTATE Signature of the First Party

Signature of the Second Party

P.K. moLude Rajesh Kumar Mohindre

Signature of the Third Party

Certified that the Original Deed are the Excat copy of each other and each contain 2,274 words.

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Certfied that the finger print of the left hand of The Purchaser whose photograph is affixed in the document has been obtained by me or before me.

3-11-15