

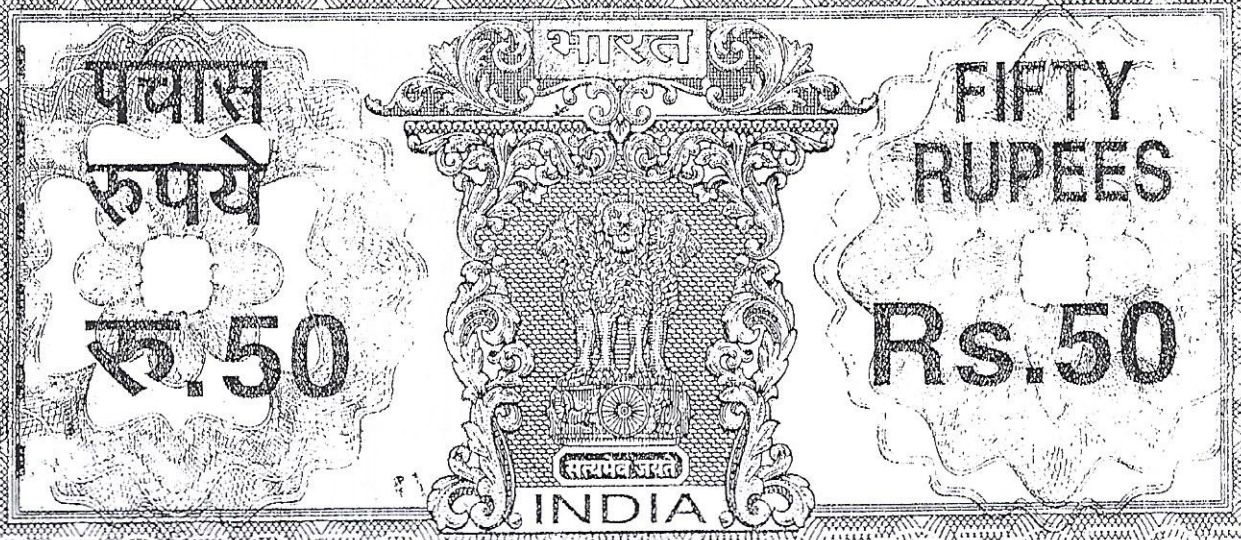
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भारतीय गैर न्यायिक



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व्यक्तिगत आवासीय २२ तथा छटासंगत
HAND न्यायिक अधिनियम १९०८ की धारा ५६
 न अर्थात् भारत भारतीय स्वाम्य अधिनियम
 १९६६ की अनुसूची ३ या २ या १ क.सं. १८
 के अधीन प्रचालित स्वाम्य अधिनियम।

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Attested
 H. S. Adhikari
 Advocate

Birendra Kumar
 15/3/12
 15/12/12

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 13.3.2012
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15/3/2012

HIRE-PURCHASE AGREEMENT FOR PLOT/HOUSE/FLAT

THIS AGREEMENT IS MADE THIS DAY THE 15..OF March...2012
 BETWEEN The Jharkhand State Housing Board (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 Sri Vikas Ram Singh Executive Engineer
 Sri Birendra Kumar S/o Sri Rambilas
 Ram, Address Vill- Siki Surd, P.O.- Siki Kala, P.S.- Patan Dist.- Palamu, Mobile no
94317 88720.... (Hereinafter called as the settlee/allottee, which expression
 shall unless the context does not so admit include his/her heirs, successors, executors,
 administrators and permitted assigns) of the other part:

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Cumhar
 Birendra
 Khatu P. Singh
 Khatu Khatu P. Singh

WHEREAS on an application made by the Settlee/applicant vide application form no 2045 the Board has in its letter no 2091/AA dated 11.10.2011 allotted **HIG Plot No-H/25** situated at **Daltonganj** to the settlee in accordance with the lottery held on 06.09.2011 at **Sarle, Hazaribagh**, the full particulars of which have been given in the schedule hereunder at a total cost tentatively determined at **Rs. 9,88,248/- (Rupees Nine lakh eighty eight thousand two hundred forty eight)** only as on 30.11.2011 and whereas the settlee in acceptance of the terms and conditions mentioned in the said allotment order has made an initial payment of **Rs. 2,47,062/- (Rupees Two lakh Forty Seven Thousand sixty two)** only towards the disposal price of the said HIG Plot and promised to pay the remaining amount of disposal price of the said HIG Plot allotted to the settlee in the manner hereinafter appearing.

NOW, THEREFORE, THIS DEED WITNESSETH AND THE PARTIES HEREBY AGREE AS FOLLOWS:-

1. That the settlee shall be given delivery of possession of the allotted Plot after he/ her has completed all the formalities, paid the amount as mentioned in clause-4 of the Allotment Order alongwith dues, if any and executed and registered Hire-Purchase agreement deed as per Board's requirement.
2. That the Plot/House/ Flat allotted to the settlee is given on "as is where is" basis and the Board will not entertain any claim or complaint whatsoever relating to property circumstances, quality of materials used or any other matter.
3. (a) That the settlee will pay to the Board without waiting for any demand the balance cost/premium/installments as per clause-5 of the allotment letter beginning from the 1st day of the month of **December** of the year **2011** in 60 monthly equated installments of **Rs 18,025/- (Rupees Eighteen thousand twenty five)** Only to be paid within that month @ **16.0%** compound interest per annum.
(b) A rebate @ **2.5%** shall be allowed if the payment is made by 7th of that month on which the installment is due and the equated monthly installments, after allowing for the rebate, in such a case shall be **Rs 17,055/- (Rupees Seventeen thousand fifty five)** only including compound interest @ **13.5%** per annum.
(c) If the payment of monthly installment is not paid within the month, a simple interest on the remaining amount of cost will be calculated @ **16.0%** per annum for the month and that interest should be added in the balance amount of cost and that will be treated as remaining amount of cost for the next month.
(d) An interest @ **1 % (One percent)** per month shall be charged on all dues of installments for the period of defaults. Besides, in case of each defaults the

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following administrative & financial charges will be levied.

- | | | |
|-------|--------------|---------|
| (I) | For HIG/MIG- | Rs.10/- |
| (II) | For LIG | Rs.5/- |
| (III) | For EWS | Rs.2/- |

(e) The Allottee/Settlee can also be paid entire installments in advance in one time, if so desire and on that payment he will not liable to pay any interest for the remaining period of Hire-Purchase.

(f) 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.

4. (a) That the total disposal price indicated above is according to the present estimate and hence tentative. Increase in the cost of the construction or development or due to increase in cost of land acquisition due to any decision/ award of Court of law or legislation or due to increase in the cost due to final valuation or calculation or otherwise as per the decision of the Board shall be payable by the settlee/allottee either in installments thereof or in lump sum within the period decided by the Board. The settlee shall under no circumstances be entitled to demand any accounts relating to the disposal price/cost or to question or dispute it and this shall be fixed by the Board in its sole discretion and the disposal price of the plot/house/flat so fixed shall be binding on the settlee.

(b) That the settlee shall be liable to pay such charges, if any, incurred by the Board on maintenance of road, water supply, drainage, street lighting and other services and amenities within a Housing Estate.

(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 each block in a Housing Estate and it shall be the duty of such agency to administer these common portions and common services. The settlee shall be liable to pay to 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 settlee or hirer to make such payment the Board shall have the power to recover such amount as arrears of land revenue.

5. That the Plot/House /Flat will be given on hire-purchase under perpetual lease hold basis as per terms and conditions of the Board.

6. (a) That the settlee shall be acquiring the lease hold right of the land jointly with co-holders and shall have the right of the use of all the common services

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(land on which the block stand, approach , stair hall, terrace, common drains, common electrical connection etc.) along with other co-holders of the building subject to the rules and regulations as may be framed by the Jharkhand State Housing Board from time to time and till such rules and regulations are framed, in accordance with the decision of the board or the Managing Director to the Board on behalf of the Board.

(b) That the co-holders of a block of the flats shall be responsible for the external maintenance of the block and for the maintenance of the common services and facilities at their own cost.

7. That the settlee shall pay a ground rent at the rate specified below. The Board reserves the right to revise the ground rent every 30 years.

(a) For H.I.G. Plot/House/Flat- Rs 5/- per unit per annum

(b) For M.I.G. Plot/House/Flat- Rs .../- per unit per annum

(c) For L.I.G. Plot/House/Flat- Rs/- per unit per annum

(d) For E.W.S. Plot/House/Flat- Rs...../- per unit per annum

8. That allottee/settlee who have been allotted residential plot under housing scheme of the Board after getting delivery of possession over the allotted plot start the construction within two years and fully completed in further three years without fail after obtaining sanctioned map/plan from competent authority with prior permission of the Jharkhand State Housing Board and submit the proposed and passed plan/map of the building construction in the office of the Executive Engineer and Head Quarter of the Board, otherwise the allotment shall be cancelled in terms of the allotment letter and the amount deposited against the allotted plot shall be returned under the clause-9 of the allotment letter to the settlee/allottee.

9. That the Allottee/ Settlee shall bear the registry cost of the deed at registry office in respect of the allotted property as on date fixed by the Board after completion of all formalities.

10. That after the full payment has been made and all dues clear 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 the aforesaid property on perpetual lease hold basis shall be executed in favour of the settlee/ Allottee.

11. That the property allotted by the Board will be used for residential purposes and not for any other purposes. If it is found at any stage that the allottee/settlee used

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- the property for commercial purposes the allotment shall be cancelled and amount will be returned by clause-9 of the allotment letter.
12. that the settlee shall pay from the first day of the month, in which this agreement is registered, ground rent, municipal and water taxes, electricity charges, cesses and such other taxes and charges to the authorities concerned for the said property allotted by the Board.
 13. That the settlee/allottee shall maintain the property at his own cost and keep it in good shape.
 14. That the allottee/settlee shall have the Plot/House/ Flat insured against fire for a sum amounting to the outstanding balance of disposal price of the property payable to the Board on or before the property in question is transferred finally unto the allottee/ settlee.
 15. That the allottee/settlee will make no alteration or addition upon the said property without the prior written permission and sanction of the Board by submitting a plan/map under section 78 of the Jharkhand State Housing Board Act and without obtaining the approval of the Municipal or other authorities in accordance with the provisions of law for the time being in force.
 16. That the Allottee/settlee shall not encroach upon the adjoining land beyond the area and size mentioned in the schedule appended to the agreement and shall not violate the prescribed set backs and open spaces at sides, front and rear within the area settled with him/her and only to make construction as per the plan approved by competent authority.
 17. That the Allottee/ Settlee shall not transfer, assign or sublet or otherwise part with the possession of the whole or any part of the land/house/flat without the previous consent of the Board in writing which the Board 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 unearned increase in the value (i.e difference between the premium/cost paid and the market value of the land and the premises) at the time of sale transfer, assignment or parting with the possession, the amount to be recovered being 50% of the unearned increase(Labhnaash). The decision of the Board regarding the market value of the land/premises shall be final. The Board shall also have the pre-emptive right to take back (purchase) the property from the allottee/settlee after paying an amount equal to the disposal price paid by the allottee/settlee and/or 50% of the unearned increase in the value of the land

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- determined in the manner indicated above.
18. That the allottee/settlee shall permit any officer or staff of the Board having jurisdiction over the area concerned to enter upon the property/premises and to inspect the same from time to time to ensure his/her adherence to the terms and conditions of this agreement and shall provide required facilities to him for the said purpose.
 19. That the allottee/settlee 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 demand Recovery Act, 1914.
 20. That the possession of the plot/house/flat shall be handed over to the allottee/settlee after payment of dues under the clause-4 of the allotment letter and fulfill all requirements as prescribed by the Board.
 21. That during the hire purchase period the settlee shall remain only a tenant of the Board and shall have no other rights except that of tenancy as per agreement executed.
 22. That during such period as the settlee remains a tenant he/she shall abide by the tenancy stipulations as specified in the hire purchase agreement and shall have no right to use as commercial purpose, if it is found that the property allotted is in commercial use or transfer to any other without permission of the Board or any other act unlawfully in that event the allotment and agreement shall be cancelled and in terms of the allotment letter the amount be returned and evicted the allottee from the property under section 59 of the Jharkhand State Housing Board Act.
 23. That if the allottee/settlee fails to do any thing or refrains from doing any thing 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 allottee/settlee.
 24. That the settlee/allottee shall cease to be a tenant and shall be the owner of the Plot/House/Flat only after the last installment of the hire-purchase and all other dues have been paid by him/her to the Board and the transfer of the property to him/her has been effected through perpetual lease deed in such form as may be prescribed by the Board.
 25. 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, damage and loss, the Board shall have in addition, the right to cancel the

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allotment/settlement of the plot/house/ flat made in favour of the allottee/settlee and evict him/her from the property and cease possession thereof in the event of any one or more of the following:-

- (a) Non-compliance on the part of the allottee/settlee of any of the terms and conditions.
 - (b) Violation of any of the terms and conditions prescribed in the rules and regulations of the Board in this regard.
 - (c) Three consecutive or a total of five defaults in the payment of the monthly installments or any arrears amount remaining due for a period of more than twelve months from the date of the demand.
 - (d) If it is found that the settlee/allottee is a farzidar and has taken property on behalf of any other person or persons.
 - (e) If it is found subsequently that the allotment/settlement has been taken by furnishing false information or wrong affidavit or fake documents or concealing any material facts.
26. That in case of death of the allottee/settlee before taking possession over the allotted plot/house/flat the earnest money shall be refunded to the legal heir/successors of the allottee in terms of the allotment letter followed by the rules and regulation of the Board and in case of name transfer of the legal heir/successors the Managing Director shall have sole discretion power to accept or reject the application of the name transfer for the allotted property.
27. That in case of death of the allottee/settlee after taken possession over the allotted property and paid entire or part installments to the Board in that situation the Board under such rules and regulations transfer the name in favor of the legal heir/successors after proper verification as be applied on affidavit by the member of the deceased family and the Managing Director shall have sole discretion to take decision in this regard.
28. That the allottee/settlee shall have no right to sell, transfer, mortgage, gift, and pledge the allotted property without prior permission from the Managing Director of the Jharkhand State Housing Board, Ranchi.
29. That all the rules and regulation framed under the Jharkhand State Housing Board (Management and Disposal of Housing Estates) Regulation, 2004 and such office order be issued from time to time shall be applicable upon the allottee/settlee.
30. That in case of dispute arising between the allottee and purchaser or any other persons regarding transfer of the allotted property and if filed any suit/case in the

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competent Court of Law and the Board made as a party unnecessarily then expenses incurred to Housing Board due to litigation shall be recovered from the allottee/settlee.

- 31. That on matters not specifically stipulated in the agreement or provided for in the relevant rules and regulations of the Board or in case any dispute, doubt or question arises between the allottee/settlee and the Board, then and in such event every 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 parties and shall not be liable to be questioned in any Court of Law.

IN WITNESSES WHEREOF THE PARTIES HAVE SIGNED THIS DEED OF AGREEMENT ON THE DATES RESPECTIVELY MENTIONED UNDER THEIR SIGNATURE.

WITNESSES

10/3/12
 SIGNATURE OF THE OFFICER
 FOR AND ON BEHALF OF THE BOARD

Birendra Kumar
15/3/12

1. Signature
 Name
 Address:

2. Signature *Pralhad chandra Doubej*
 Name *S.S. Housing Board*
 Address *Daltonganj*

1. Signature *संजय कुमार रेडगा* SIGNATURE OF SETTLEE
 Name *सालटेमंडा*
 Address *प्रताप*

2. Signature *Amit Kumar*
 Name *Sudma Daltonganj*
 Address

THE SCHEDULE

DETAILS OF THE PLOT/HOUSE/FLAT ALLOTTED

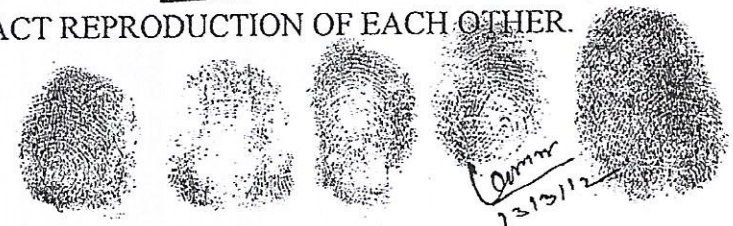
1. Mohalla - Baralota
2. Town : Daltonganj P.S. : Daltonganj P.O.- Daltonganj Dist.- Palamu
3. Plot No.- H.I.G. Plot No.- H/25
4. Housing Board's allotment letter no. : 2091/AA date : 11.10.2011
5. Area of land (total sqft.) : 2100.00 sq. ft.
6. Boundary
 North: H.I.G. Plot No.- H/24 South: H.I.G. Plot No.- H/26
 East : 40' 0" Wide Road West: H.I.G. Plot No.- H/16
7. Dimension :
 East to West on Northern side : 70'0" East to West on Southern side : 70'0"
 North to South on Eastern side : 30'0" North to South on Western side: 30'0"
8. Sketch: CERTIFIED THAT THE ORIGINAL AND THE DUPLICATE COPIES ARE TRUE AND EXACT REPRODUCTION OF EACH OTHER.



Attested
H. Board
ADM
15/3/12

Birendra Kumar

15/3/12



Signature of the Officer for and on behalf of the Jharkhand State Housing Board.

Date: 15-3-12

Birendra Kumar
15/3/12



Attested
H. Board
ADM
15/3/12

09/11/2012
15.3.12

पुष्पाराम शर्मा आता हीसु डल इलाका क. अ. अ. का कोना पत्र लगा है कि...

Birendra Kumar

Signature of the Settlee

Date: 15/3/12