

INDIA NON JUDICIAL

Government of Jharkhand

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Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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02=Aug-2019 01:44 PM

: CSCACC (GV)/ jhcsceg07/ JH-PLBAD0222/ JH-PL

: SUBIN-JHJHCSCEG0726919518271465R

: JIWAN KUMAR LATH.

Article 35 Lease

: ARYA SAMAJ MANDIR ROAD DALTONGANJ PALAMU

95.500

(Ninety Five Thousand Five Hundred only)

: GOVERNOR OF JHARKHAND THROUGH D C PALAMU

: JIWAN KUMAR LATH

: JIWAN KUMAR LATH

4,000

(Four Thousand only)



.Please write or type below this line-

नेत्रधन अभिनयम 21 तथा छोटाना पुर स्ट्रिन्य । अधिनयम 1908 की धारा 46 के वर्धन एवं भारतीय स्ट्राप्य अधिनयम 1899 ही वर्धन एवं भारतीय स्ट्राप्य अधिनयम 1899 ही वर्धन एवं भारतीय स्ट्राप्य अधिनयम 1899 ही

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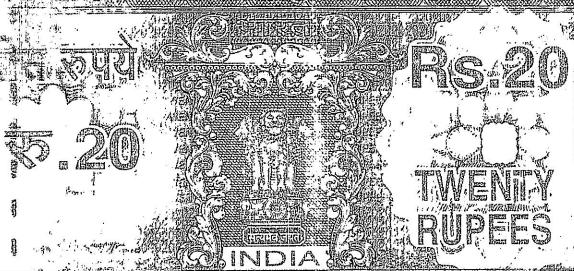
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JHARKHAND

UNITED 92 291-201-60

30-31-201-9

COTTENTE OUT AUTHOR



06AA 320760

ক্ষেত্ৰ চ টে তে 10 191/03 ে চুল্লু

This indenture made 29 day

of <u>Um's</u> 2019 between the

Governor of Jharkhand (hereinafter

called the Lessor which expression

shall where the context so admits

or implies include his successors

ease Deed Executed



HARKHAND

06AA 320759

(ii)

in office and assigns) of the one

Part and Jiwan Kumar Lath, son

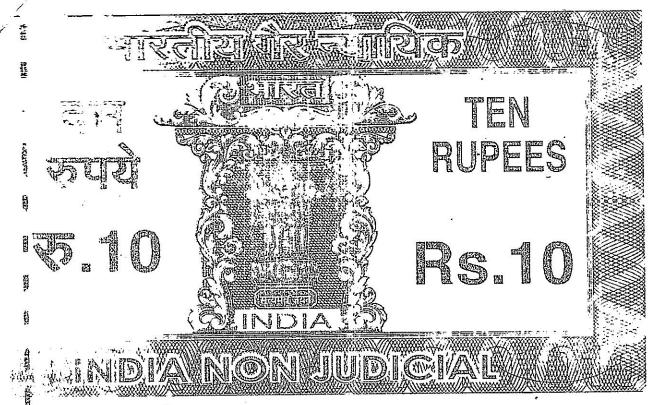
of late Naurang Lal Lath, Arya Samaj

Mandir Road, Daltonganj, Ward No. 12,

9 (ald) & 29 (New) P.O. & P.S.

Daltonganj (Medninagar) District

ENIESICA YOUN STATES TO YOUNG LAND



JUNKKHAND

06AA 447422

(iii)

(hereinafter called Lessees Palamau expression shall, where the context which or implies , include their/his so admits executors, administrators, representatives

and assigns) of the other part.

Lessee Jiwan Kymar Lath

al.Collector

Deputy Yommissioner Palamau.

Medninagar, Palamau .

Palamau.

day of g.ca) 20.1.7. between the Treession shall, where The corner so admits or implies include his successors in office in office and assigns) _f the part and

Lath of late Naurang Lal Lath Jiwan Kumar son Arya Mandir Road, Daltonganj, Ward sama j

(old) 9

(New), P.O. and P.S.Daltonganj

District- Palamau ; (Medinina gar

(hereinafter calle lessee/lessees which expression shall, where the context so admits or implies, include his/her/their executors, administrators, representatives and assigns) of the other paft.

WHEREAS the lessee has applied for permission to occupy for the purposes of the lands and premises specified in the First Part of the Schedule hereunder written and whereas the said application has received the sanction of the Deputy Commissioner of Palamau the Lessee paid a sum of Rs. 67.329/-

Here state succinctly the object of the tenancy & Whereas as Salami

Now this indenture witnesseth that the lessor both hereby demise unto the lessee all the lands and premises as specified in Part I of the Schedule with these appurtenances which ever is earlier, yielding and paying therefore clear yearly rent of Rs. CK Children And the lessee thereby covenants with the lessor that he will perform and observe the terms and conditions set forth in the second part of the said

In witness whereof of the said parties have hereunto set their hands and seal the day and year first above written.

Signed by

Deputy Commissioner, Palamau For and on behalf of Governor of

KHAS MAHAL OPFICER

Jharkhand, In the presence of

Lessee(s) Jiwan Kumar losh

In the presence of

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2 ADIGHER KHETAN,

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THE SCHEDULE ABOVE REFERRED TO PART –I

SPECIFICATION OF THE HOLDING WITH THE TREES THEREON

: DALTONGIANJ	
: 160	
3-412-16-141-12-15-1-	
: North: ARYA: SAMAJ ROAD	
South: HOUSE OF GANAURI LAL	
East': MOUSE OF MAHESH SAW	
West : HOUSE OF LILAWATIDEVI	
West: HOUSE OF LILAWATIDEVI O. 0.31 Claushforin law of Date Harilallas	
sed:	
ch kind:	
PART-II TERMS & CONDITIONS	

Wherfe the total rent isbelow Rs. 5/- it should be paid in one instalment on or before the 15th of January

- 1. The lessee shall pay to the Deputy Commissioner of Palamau the said rent of Rs. without any deduction in the following instalments:-
- 2. Except with the previous sanction of the Deputy Commissioner in writing and on payment of fee equal to 25 percent of the yearly rental provided that on such fee shall be less than a rupees or more than 100/- the lessee shall not transfer, assign sublet or part with the possession of the said demised land and premises or any part thereof.

Provided that the previous sanction in writing of the Deputy Commissioner shall not be required if the said demised land and the premises are transferred, assigned subject or otherwise conveyed from the possession of the lessee in one parcel and to a transferree, assignee or sub-lessee who will himself occupy them for the same purpose as that for which they were demised by the lessor to the lessee.

In the case of succession by inheritance no fee as aforesaid shall be payable the person succeeding shall apply forthwith to the Deputy Commissioner (or the Sub Divisional Officer) for mutation of names and such application shall bear the court fee stamp prescribed by law.

Provided also that the previous sanction in writing of the Deputy Commissioner shall not be required to the sub-lessing of the said demised promises temporarily for a period not exceeding 6 months in all or the sub leasing of orchard of gardens temporarily for fruit and vegetable sellers.

Contd...P/3

-1. /

Provided also that when the Deputy Commissioner refused to accord his sanction under this clause, he shall record his reasons in writing and an appeal shall be at the Commissioner.

- 3. The Lessee shall enjoy the fruits of all trees upon the said demand premises, but shall not cut down or in any way injure them without the previous permission or the Deputy Commissioner in writing in the event of any breach of this condition the lessee shall be liable to pay a penalty to be fixed by the Deputy Commissioner not exceeding three times the value of the trees out of injured.
- 4. The lessee shall not without the previous permission of the Deputy Commissioner in writing make and excavation or cause any alteration to be made in the said demised that will in any way diminish, injure or permanently affect them or permanently alter their character.
- 5. The lessee shall keep in tact and well defined the boundaries of the said premises and shall from time when required by the Deputy Commissioner, point to out these any officer or person duly authorized by him in writing to inspect them.

6.In the event of the lessee failing to pay any instalment of rent on or before the dates herein fixed for such payments, such arrears, shall without prejudiced to any other right or remedy of the lessor carry interest at the rate of 61/4 percent per annum from date on which the same become payable until payment.

I. The lessee shall not erect any building on make any addition to or any टोन्टर्ने क वस्त demolish or remove any building now or hereinafter to be erected on the demised premises without the previous consent of the Deputy Commissioner in wiving The building shall be constructed accordance in the specification and plan angroved before hand by the Deputy Commissioner.

PROVIDED that this sanction shall be accorded unless the said erection, alteration or removal has the effect of creating inconvenience, or nuisance or is so

unsightly as to be an offence to the public.

On breach of this condition the lessor may without prejudice to any other right or remedy require the lessee on one month's notice in writing to demolish any such building or addition and restore the alterd premises to their former condition and the lessee shall not be entitled to any compensation whatsoever in respect thereof.

- 8. The lessee shall maintain all building whether standing on the demised premises at the time of the execution of the lessee or erected during thecurrency of the lease in proper repair.
- . If the lessee fails to do so without any good reason to Deputy Commissioner may repair the building through any agency which he may think proper and realize the cost from the lessee as a public demand.
- 8.a) The lessee shall not without the consent of the Deputy < Commissioner conduct or permit to be conducted on the land any trade or business whatsoever or use the land or permit the same to be used for any purpose other than that of a private dwelling house. Contd...P/4

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9. The Deputy Commissioner may cancel the lease. If the buildings are not completed within 2 years of the date on which it was executed Or within such further time if any as the Deputy Commissioner may be notice in writing require the ex-lessee to remove with -in a reasonable time any buildings which may have been

The caluse should only be inserted in the cases granted expressly for buil-

ding purpose.

Collected on the land and if he fails to comply with such notice The Deputy Commissioner after giving further notice in writing specifying a time not less than one month from the date or service of the notice within which such building or material shall be removed, may cause such removal to be effected and recover the cost from him.

10. The lessee shall pay all municipal and other local rates and taxes that may for the time being be assessed or charged upon the holding or building erected thereon.

11. On breach or non observance of any of the terms of conditions aforesaid excepting the conditions mentioned in caluses 3,5,6 and 8 the Deputy Commissioner may re-enter jupon the said demises premises and may determine this lease.

PROVIDED that in case of such re-entry and determination except on bredach of the conditions in clauses 2 and 7 the lessee shall be entitled to compensation for all buildings, crops and trees planted by him and for all buildings erected and other improvements made by him with the consent of the Deputy Commissioner amount of such compensation to be fixed by the Deputy Commissioner whose decision shall be final and conclusive.

- 12. In the event of any breach or infringement of any condition aforesaid the lessee shall, in addition and without prejudice to any other remedy of the lessor be liable to find by way of liquidated damage a sum not exceeding Rs. 250/- to be imposed by the Deputy Commissioner.
- 13. if three months prior to the expiration of the said term the lessee shall notify the Deputy Commissioner that he is desirous of taking new lease of the said premises and shall have duly observed and performed all the terms and conditions of this lease be entitled to an ultimate option of renwal of the lease of the said premises at an interval of every 30 years on the express condition that Government shall have the full right to increase the rate of rent not exceeding double the amount of the previous rent at every renewals but otherwise on the said terms and conditions and subject to the same convenants and agreements, including this covenant for renewal as are contained in this lease. In the event of the lease not taking a new lease as aforesaid on the expiry of the period of 30 years the lessee shall not be entitled to any compensation for any building or structures or improvements erected or made by him upon the said premises nor shall be entitled to dismantle or remove any such building or structures or improvements erected or made by him upon the said premises nor shall be entitled be entitled to dismantle or remove any such building or structures and the Deputy Commissioner may re-enter on the said premises and take possession of the land building or structures which shall thereupon vest absolutely in the lessor. But if the lessee wants the lease to be renewed it would be renewed provided of course he had fulfilled the terms and conditions of the lease and was prepared to pay if so desired by Government higher rent within the limit specified above.

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If however, Governments wants to resume the land under clause -15 of the lease they would have to jpay compensation to the lessee as provided for under that clause.

14. The Deputy Commissioner may prohibit the cultivation of any wet crop on the said demised premises.

If three months prior to the expiration of the said term the lessee shall notify to the Collector/Deputy Commissioner that he is desirious of talking a new lease of the said premises and shall have duly observed and performed all the terms and conditions of this lease, he shall on the expiry of the term of this lease be entitled to an option of renewal of the lease of the said premises only for a term of 30years on the express condition that Government shall have the full right to increase the rate of rent not exceeding double the amount of the previous rent but otherwise on the said terms and conditions and subject to the same convenants and agreements except this convenant for renewal as are contained in this lease. The further renewal of the lease shall be executed on the payment of 50% of the market value of the land excluding the pre-paid Salami on the said premises and the Govt. shall have full right to raise the sale of the annual rent as per purpose according to the present value of the land at ine of renewal. In the event of the lessee not taking a new lease as aforesaid on कि कार्य की बीच कुटरांग्य the lessee shall not be entitled to any compensation for any statutes of improvements erected or made by him upon the said Factor and such building or structures உர்க்க கோத்தார் இச்சயர் Commissioner may re-enter on the said premises and take possessing of the land, buildings and structure which shall thereupon rest absolutely in the lesser wants the lease to be renewal it would be renewed provided of course, he fulfill the terms and conditions of the lease and is prepared to pay Salami and rent if so desired by the Government.

15. If the lessor at any time before the expiration of any before the expiration of any lease is desirous for any public purposes of resuming possession of the said demised premises or any part, thereof, and shall under the hand of the Deputy Commissioner serve notice of such desire on the lessee and shall tender him compensation for any building or other improvement which he may have erected or made with the written consent of the Deputy Commissioner may seen equitable the lessee shall within three months from the date of receipt of the notice aforesaid vacate the same demised premises on such part thereof as is specified in the said

In case of disagreement as to the amount of the compensation aforesaid the matter shall be referred to the Commissioner whose decision shall be final.

Typed by,

Jiwan Kumas Lath

भे हिसार मेहता दहरावेज नवीस एकता आवड द्यान मेरिसीना प्राणिक काला हैं कि पहरावें में जिस - जिस का का रामा-निम लगा है का वार्च हाज के मार्ग अभिकों का मिशास मेरे सामने लिया जापा है ता: 13-9-2019