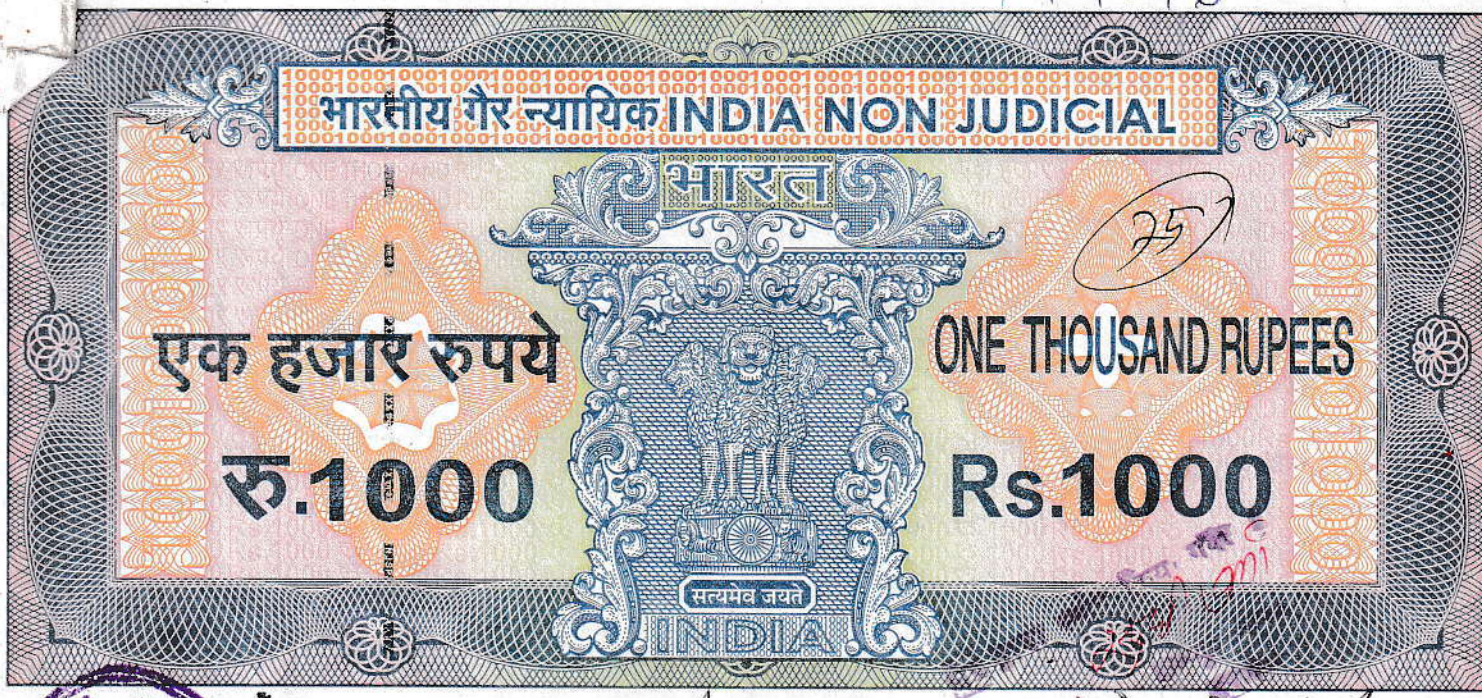


बिहार BIHAR

E 868207

बिहार सरकार

जिला निबंधन कार्यालय, दरभंगा सदर

दिनांक 06/08/2010 को श्री/श्रीमती Binod Mishra

द्वारा यह लिखत उपस्थापित किया गया। इसमें रु 5820/- मुद्रांक शुल्क तथा रु 4382/- निबंधन शुल्क का भुगतान किया गया।

निष्पादन स्वीकार किया उनके तथा उनके पहचानकर्त्ता के नाम, फोटो, अंगुलियों के निशान बही संख्या 1 जिल्द सं 1380 के पृष्ठ अंकित हैं। इस दस्तावेज सं0 13437 के रूप में पुस्तक सं0 1 को जिल्द सं0 [illegible] के पृष्ठ सं 83 से 94 तक CD 32 में आज दिनांकित एवं कुल 12 पृष्ठों में संपादित किया गया।

(Dr. Sanjay Sinha)
निबंधन पदाधिकारी

Date : 06/08/2010

245
75/90

1. Name of the Lessors:-

(i) Shri Binod Mishra, Sons of Late
(ii) Shri Sambodh Mishra, Jay Nath Mishra,
Residents of village, P.O., P.S. and Anchal-Ghanshyampur, District-Darbhanga.

(iii) Shri Amir Chandra Jha Son of Shri Bijay Nath Jha, resident of village and P.O. Pali, P.S. and Anchal Ghanshyampur, District- Darbhanga.

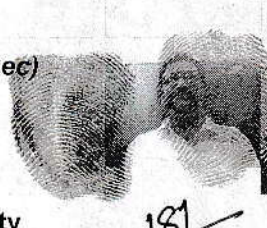
2. Name of the Lessee:-

(i) " BAL KALYAN SEVA NYAS" situated at village and P.O. Pali, P.S. and Anchal-Ghanshyampur, District-Darbhanga, for establishment and development of " BAL KALYAN PUBLIC SCHOOL" Pali-Ghanshyampur

(35)

Serial No : Deed No : of 2010

Token No : 14096

Type & Status of Party	Name of Party	Photo	Thumb	Index	Middle	Ring	Little
Lessee	Binod Mishra (Sec)						
Lessee	Amir Chandra Jha(Member)						
Presented by Self	Binod Mishra						
Lessor	Binod Mishra						
Lessor	Sambodh Mishra						
Lessor	Amir Chandra Jha						
Identifier	Dinesh Jha						

Signature of Party

Signature of Party

Signature of Party

Signature of Party

Signature of Party



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District- Darbhanga through:-

(1) Shri Binod Mishra Son of Late Jay Nath Mishra, Secretary, "Bal Kalyan Seva Nyas" Pali-Ghanshyampur.

(2) Shri Amir Chandra Jha Son of Shri Bijay Nath Jha, Member, Bal Kalyan Seva Nyas, Pali-Ghanshyampur, District- Darbhanga.

3. Type of Document:- DEED OF LEASE FOR A PERIOD OF 40 YEARS.

4. Consideration:- Land Rent Rs.700/- (Rupees Seven hundred) per katha yearly for first ten years and on every subsequent ten years the land rent shall be increased by Rs.300/-(Three hundred) per katha yearly i.e. for first ten years the total rent shall be Rs.1,47,000/-(Rupees One Lac Forty seven thousand) only.
Second ten years Rs. 2,10,000/-(Rupees Two Lacs ten thousand) only.
Third tenyears Rs.2,73,000/-(Rupees Two Lacs Seventy three thousand) only.
Fourthten years Rs. 3,36,000/-(Rupees Three Lacs thirty six thousand) only.
Total rent in 40(forty) years- Rs. 9,66,000/- (Rupees Nine Lacs Sixty six thousand) only. payable by the Lessee to the Lessors by 31st March of the succeeding years against proper receipt by the Lessors or their heirs, executors, assigns, successors in office.

5. Details of properties:-

91.69 decimals land having an area of 21 kathas(One bighaa one katha) in one block under Mouza-Pali, Anchal Ghanshyampur, Touzi No.6424, Thana No.397, Khata No.

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000

सत्यमेव जयते

INDIA

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17 JUL

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Khata No.	Khesra No.	Deed No.	Date.
61(Old)	1651(Old)	17098	26.11.2008
263(New)	3752(New)		
61(Old)	1654(Old)	8031	12.10.2009
263(New)	3741(New)		
1298(New)	1651(Old)		
	3753(New)	8031	12.10.2009
228(Old)	1661(Old)		
128(New)	3737(New)	8042	12.10.2009

Total area-21 kathas (One bigha one katha) in one block acquired by Deeds dated mentioned by the Lessors in which the lessors have equal share and all the lessors shall be entitled to equal rent as mentioned in column No.4 in this deed bbounded as -

North-Lessors, South-Jagdish Sahu, East-Nand Kumar Jha, West-Shyam Jha.

Whereas the Lessors are the absolute owners of the properties detailed in column No.5 of this deed with all perfect right, title and possession over the same without any interferen-ce from any side.

A N D.

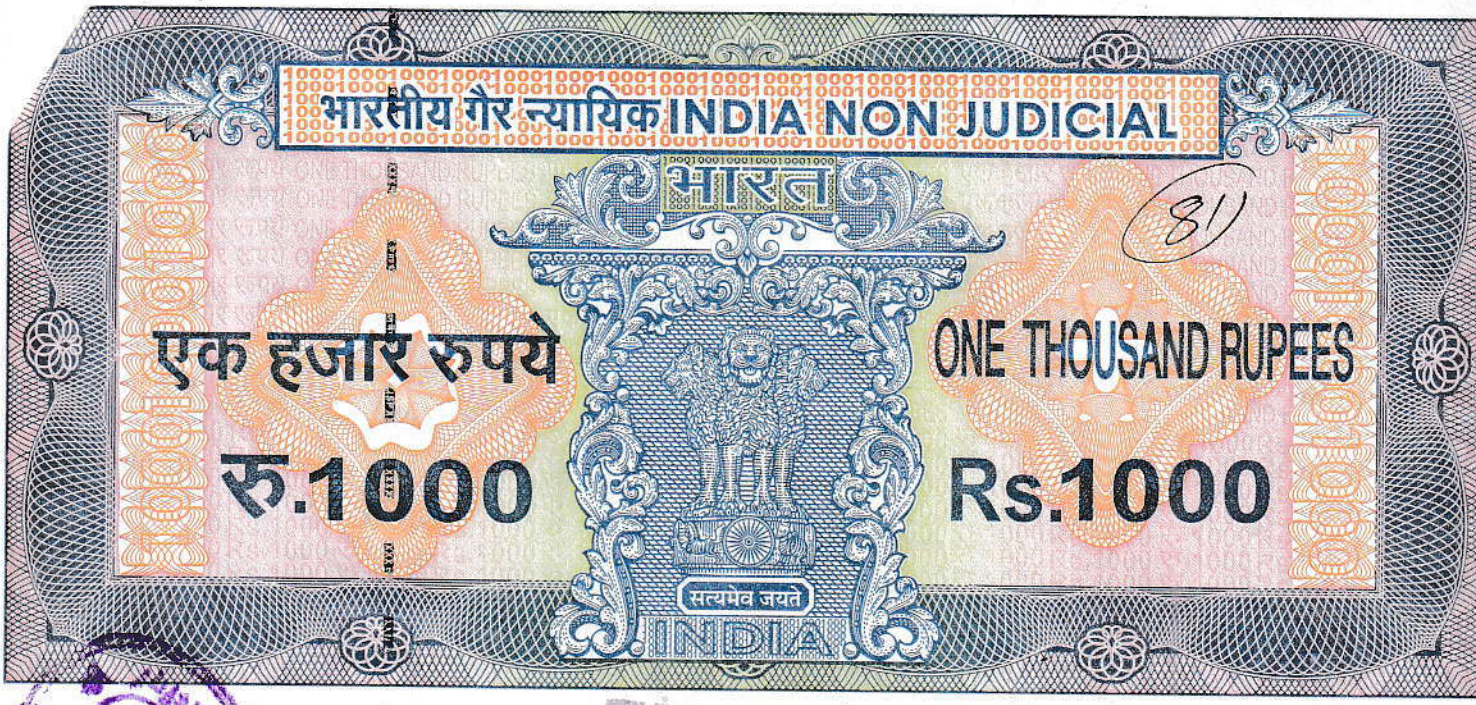
Whereas all the lessors have equal share in the said property and all the lessors are entitled to equal share in the rent of the lease hold detailed in column No.4 of this deed.

A N D.

Whereas, the Lessee "Bal Kalyan Seva Nyas" has been created for the purposes of establishing Educational Institutions in rural areas and other allied purposes and for the said purpose the Lessee required land.

A N D.

Whereas the Lessors declared to give land detailed in column No.5 of this deed on lease



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E 868210

3244 8.7.2010

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and on information , the Lessee requested the lessors to give the said land to the lessee on lease for the aforesaid purposes.

A N D.

Whereas after negotiations between the parties the Lessors became ready to give and the Lessee also became ready to take the lease hold on the terms and conditions settled between the parties as per this deed.

A N D.

Whereas it became necessary to execute a deed of lease as settled between the parties.

Now this deed of Lease made on this 06th day of August 2010 witnesseth:-

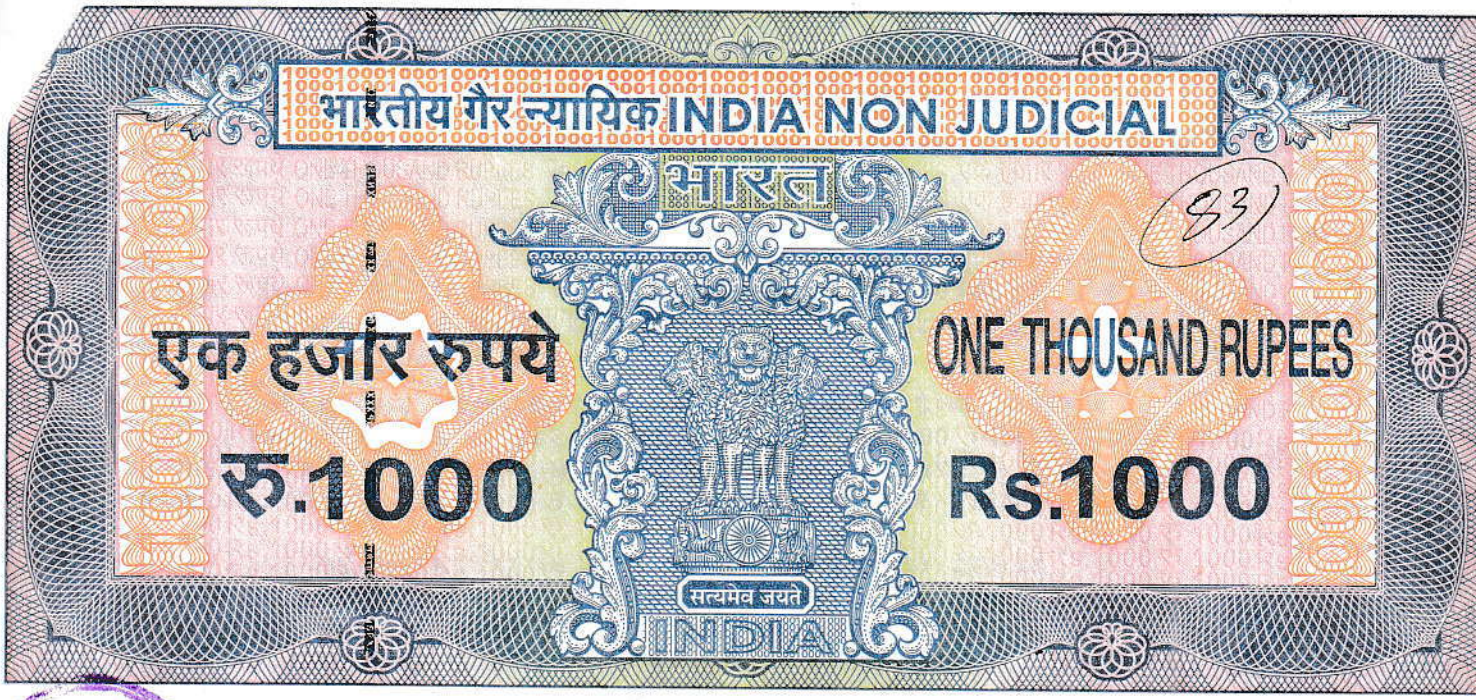
1. That the lessors named in column No.1 of this deed hereby grant lease in favour of the lessee mentioned in column No.2 of this deed in respect of the properties detailed in column No. 5 of this deed on yearly rental detailed in column No.4 of this deed for a period of 40 years and have put the lessee in possession of the said lease hold.

2. That the lessee shall pay the yearly rental to the Lessors against receipt by the 31st March of the succeeding year and all the lessors shall be entitled to equal share in the same.

3. That this lease shall commence from 06.08.2010 and terminate on 05.08.2050. (5th day of August two thousand fifty).

4. That the lessee shall be at liberty to fill the vacant land and construct building thereon at its own cost suited to its necessity which shall be the property of the Lessee.

5. That Lessors shall not interfere in the



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enjoyment,use,occupation of the lease hold by the lessee during continuance of the lease.

6. That for the purposes of recognition and affiliation of "Bal Kalyan Public School" at places whereever required,the Bal Kalyan Seva Nyas shall be at liberty to execute any document in respect of the lease hold as provided under law during the continuance of the lease.

7. That the Lessee shall have right to borrow loan from Banks and other sources by pledging the lease hold during the continuance of the lease and the lessors shall not be liable for the same.

8. That in case of failure of the lesee to pay the agreed rent of the lease hold to the Lessors in time, the Lessors shall send three notices demanding the rent at intervals of three months to the lessee under acknowledgement and inspite of the said notices the lessee does not pay the rent then the lessors shall have right to take possession of the lease hold from the Lessee through the process of court and also realise the arrears of rent with interest from the lessee through the process of the court.

9. That all original documents in respect of the lease hold shall remain with the lessors and lessors shall be liable to pay all revenues in respect of the lease hold and in case the said original documents are required by the lessee for the purposes of recognition or affiliation or for any other purposes of borrowings and allied matter,the lessors shall hand over the original documents to the lessee during the continuance of the lease.

10. That the lease hold is free from all encumbrances and the lessors shall not encumber or in any way transfer the lease hold to any other person against

(85)

the provision of law during the continuance of the lease subject to the terms of this lease.

11. That after termination of the lease the lessee shall have no right over the lease hold except the new construction made by the lessee after execution of the lease deed.

12. That after termination of the lease the lessee can again take the lease hold on terms and conditions settled between the parties after negotiation and execution of fresh deed in respect of the same.

13. That after termination of lease if no fresh deed of lease is executed between the parties in respect of the lease hold then the lessee shall be granted further time of five years with fresh registered lease deed to occupy the lease hold on the same terms and during that period of five years the lessee shall make other alternate arrangement to shift its establishment at another place from the lease hold and hand over the possession of the lease hold to the Lessors free from all encumbrances.

14. That the lessee shall be at liberty to remove the construction made by the lessee over the lease hold at the time of giving possession of the same to the lessors or if the lessors so desire they may retain the said construction after paying the cost of the same to the lessee.

15. That this deed of lease shall be binding on both the parties, their heirs, survivors, executors, assigns and successors in office.

16. That in token of having accepted the terms and contents of this deed both the Lessors and the lessee have executed and put their hands on this deed out of their own free will, consent and

Continued on page.....7

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without any undue influence from any side under fit state of body and mind in presence of the witnesses.

Signature of Lessee.

1. विनोद मिश्र
2. अमीर चन्द्र झा

Signature of Lessors

1. विनोद मिश्र
2. रामबोल मिश्र
3. अमीर चन्द्र झा







Typed by-
Shiva Shankar Mishra,
Licensed Typist,
Licence No.20/72,
Civil court compound, Laheriasarai,
Darbhanga.
6.8.2010.

Shiva Shankar Mishra
6/8/2010.

Drafted by
Vakil Kumar
Advocate
Dt. 11.2034
Darbhanga
6/8/2010

Endorsement of Certificate of Admissibility

Admissible under Rule 5 : duly stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I-A, No. 35. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act **Rs. 5820**
Addl. Stamp duty paid under Municipal Act **Rs.**
Amt. paid by N.J. Stamp Paper - **Rs. 5000**
Amt. paid through Bank Challan - **Rs. 5202**

FEE PAID																				
	A1	3880	C	0	H1b	0	Ka1	0	Lii	0	LLR	0								
	A8	0	D	0	H2	0	K1b	0	Liii	0	Proc. Fee	0								
	A9	0	DD	0	I	150	K1c	0	Mb	25	Total-									
	A10	0	E	0	J1	0	K2	0	Na	27										
	B	0	H1a	0	J2	0	Li	0												
									TOTAL-	4082										

Registration Fee | **LLR + Process Fee** | **Service Charge**

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. 4382

Date : *06/08/2010*

Registering Officer
Darbhanga Sadar

Endorsement under section 52

Presented for registration at Registration Office, Darbhanga Sadar on Friday, 06th August 2010 by Binod Mishra s/o Late Jaynath Mishra by profession Agriculture. Status - Lessor

06.08.2010

Signature / L.T.I. of Presentant *Date : 06/08/2010*

Registering Officer
Darbhanga Sadar

Endorsement under section 58

Execution is admitted by those executants and identified by the person (identified by Dinesh Jha age 55 Sex M son/daughter of Dev Chandra Jha resident of Vill=Korthu Ps-Ghanshyampur Darbhanga.) whose names, photographs, fingerprints and signatures are affixed as such on back page / pages of the instrument.

Date :

Registering Officer
Darbhanga Sadar

Endorsement of Certificate of Registration under section 60

Registered in Book 1 of DSRO/ SRO Darbhanga having 12 pages, in the volume CD-32 and document no. of which is printed on the First Page of the document.

Date : *06/08/2010*

Registering Officer
Darbhanga Sadar