भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

बिहार BIHAR F 565396

सत्यमेव जयते

बिहार सरकार

जिला निबंधन कार्यालय, दरभंगा सदर

दिनांक **26/09/2008** को श्री/श्रीमती **Binod Mishra** द्वारा यह दस्तावेज निबंधन हेतु उपस्थापित किया गया । इसमें रु० **8460/-** मुद्रांक शुल्क एवं रु० **6142/-** निबंधन तथा अन्य शुल्क का भुगतान किया गया । दस्तावेज ग्राह्य पाया गया । जिन लेख्यकारियों ने मेरे समक्ष इसका निष्पादन स्वीकार किया उनके तथा उनके पहचानकर्त्ता के नाम, फोटो, अंगुलियों के निशान एवं हस्ताक्षर पीछे अंकित है । इसे दस्तावेज सं० **14166** के रूप में पुस्तक सं० **1** की जिल्द सं० **167** के पृष्ठ सं० **573** से **584** तक **CD 54** में आज निबंधित एवं कुल **12** पृष्ठों में संधारित किया गया ।

ह०

(Dr Sanjay Sinha)

निबंधन पदाधिकारी

Date : 26/09/2008

1. Name of the Lessors:-

(i) Shri Binod Mishra. } Sons of Shri Jay Nath Mishra

(ii) Shri Sambodh 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.

Serial No :
Token No : 14712

Deed No :
of 2008

Type & Status of Party	Name of Party	Photo	Thumb	Index	Middle	Ring	Little
Lessee	Bal Kalyan Sena Nyas						

26-09-2008

Signature of Party

Presented by
Self — Binod Mishra
26-09-08





Signature of Party

Lessor — Amir Chandra Jha
26-09-2008





Signature of Party

Lessor — Binod Mishra
26-09-08

Signature of Party

Lessor — Sambodh Mishra
26.09.2008





Signature of Party

Identifier — Anant Kumar Mishra
26.9.08





Signature of Party

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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, District-Darbhanga through-

(1) Shri Binod Mishra Son of Shri 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) Shri Chandra Kant Thakur Son of Late Jay Narayan Thakur,Member " Bal Kalyan Seva Nyas",Pali-Ghanshyampur, District- Darbhanga.

(4) Shri Dinesh Jha Son of Late Deo Chandra Jha, Member "Bal Kalyan Seva Nyas",Pali-Ghanshyampur, District- Darbhanga.

(5) Shri Birendra Kumar Jha Son of Late Jatashankar Jha,Member"Bal Kalyan Seva Nyas", Pali-Ghanshyampur, District- Darbhanga.

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

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4. Consideration:- Land rent Rs. 600/- (Rupees Six hundred) per katha yearly and Asbestus roofed building having six rooms Rs. 2,400/-(Rupees Two thousand four hundred) per room yearly for first ten years and on every subsequent ten years the land rent shall be increased by Rs. 200/-(Two hundred) per Katha yearly and the room rent shall be increased by Rs. 600/-(Six hundred) per room yearly i.e.

For first ten years the total rent shall be Rs.2,46,000/- (Rupees Two Lacs forty six thousand).

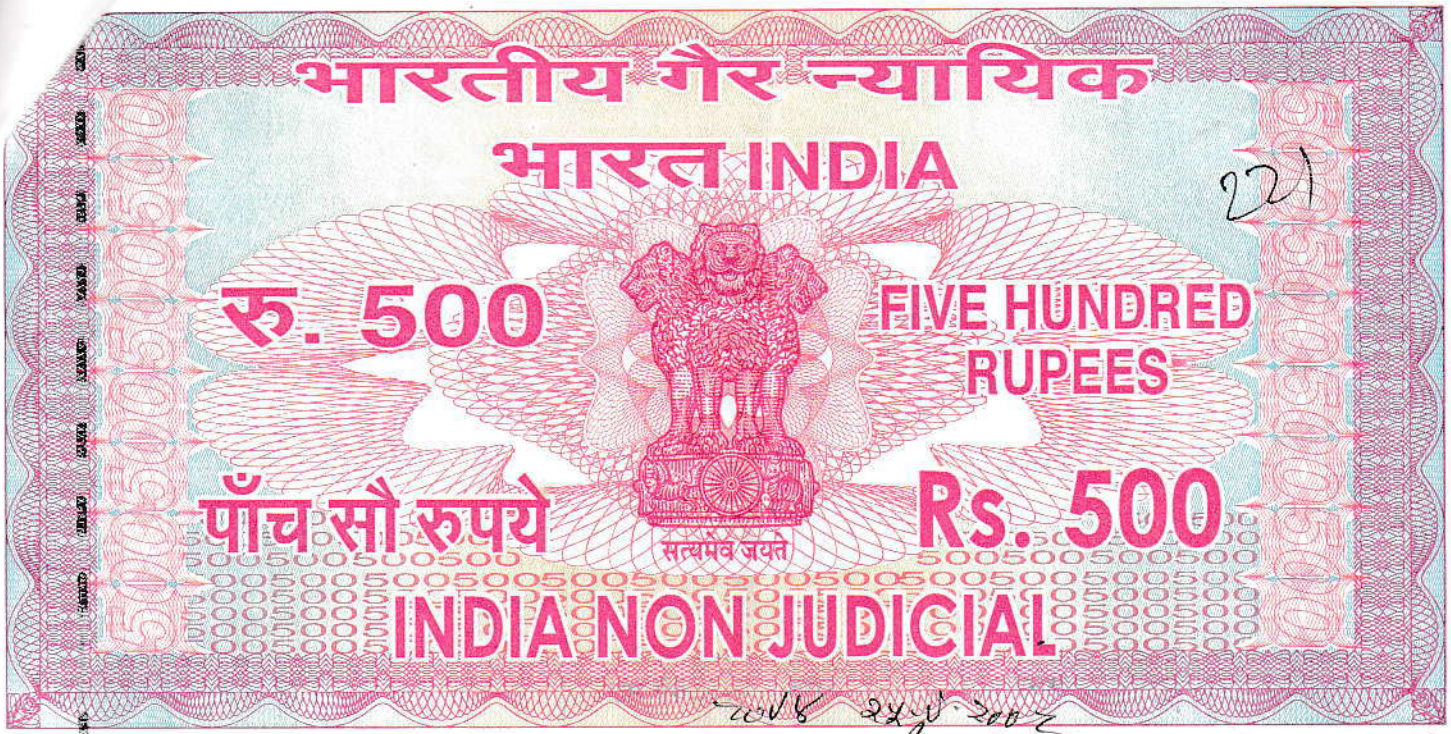
2nd Ten years Rs. 3,16,000/-(Rupees Three Lacs Sixteen thousand)

3rd Ten years- Rs. 3,86,000/-(Rupees Three Lacs Eighty Six thousand).

4th Ten years- Rs. 4,56,000/-(Rupees Four Lacs Fifty Six thousand).

Total Rent in forty years- Rs. 14,04,000/-(Rupees Fourteen Lacs four thousand)

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.



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5. Details of properties:- 74.22 Decimals land having an area of 17 kathas in one Block with six rooms Asbestus roofed building under Mouza-Pali,Anchal- Ghanshyampur,Touzi No.6424, Thana No.397,Khata No.

Khata No.	Khesra No.	Deed No.	Date.
254(Old)	1663(Old)	8144	21.10.1997
	3724(New)	7689	22.7.1999
	xxxx	2130	16.02.2001
		14576	20.08.2001
		14571	20.08.2001
		14099	23.09.2008
288(Old)	1661(Old)	4550	06.08.1999
	3737(New)	11651	07.07.2004.
01(Old) 130(New)	1662(Old) 3734(New)	11651	07.07.2004.

Total area-17 kathas in one block alongwith building which is also joint.

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 bounded as-

North- Bal Kalyan Seva Nyas and Road.
South- Buchan Mishra and Jai Govind Jha.
East- Nathuni Mahto and Umesh Mishra.
West-Avinash Kumar Jha and Devki Nandan 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

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रु. 500 FIVE HUNDRED RUPEES

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same without any interference 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 Institution in rural areas and other allied purposes and for the said purpose the Lessee required land and building.

A N D.

Whereas the Lessors declared to give the land and building detailed in column No.5 of this deed on lease and on information, the Lessee requested the Lessors to give the said land and building 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 26th day of September,2008 witnesseth:-

1. That the Lessors named in column No.1 of this deed hereby grant lease in favour of the lessee mentioned

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सत्यमेव जयते

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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 26.09.2008 and terminate on 25.09.2048.

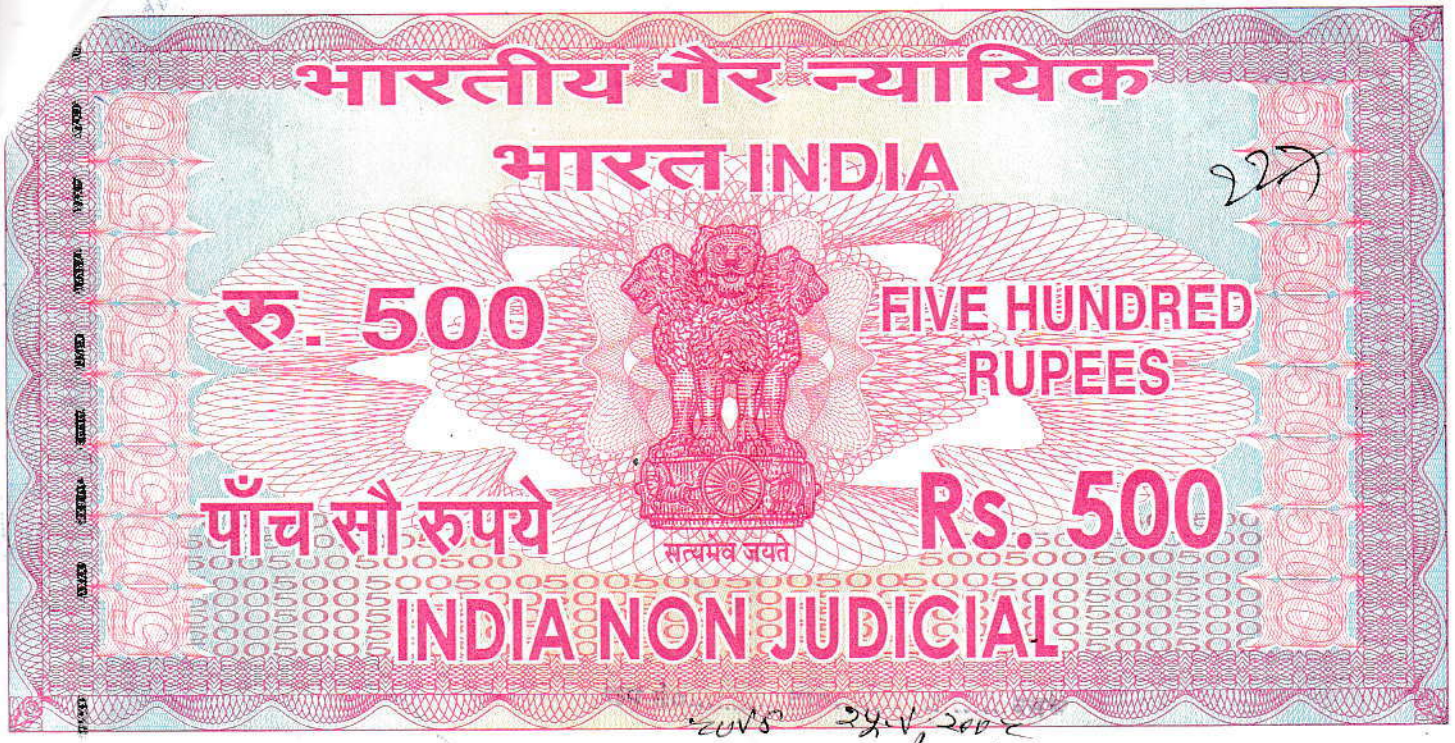
4. That the Lessee shall be at liberty to fill the vacant land, repair and maintain the construc--tions thereon and construct building thereon at its own cost suited to its necessity which shall be the property of the lessee.

5. That Lessors shall not interfere in the 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 the lessee shall be liable for repair, maintenance, painting, electricities, cleaning etc. and other allied works in connection with the land and building under the lease at its own cost.



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9. That in case of failure of the lessee 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 do 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.

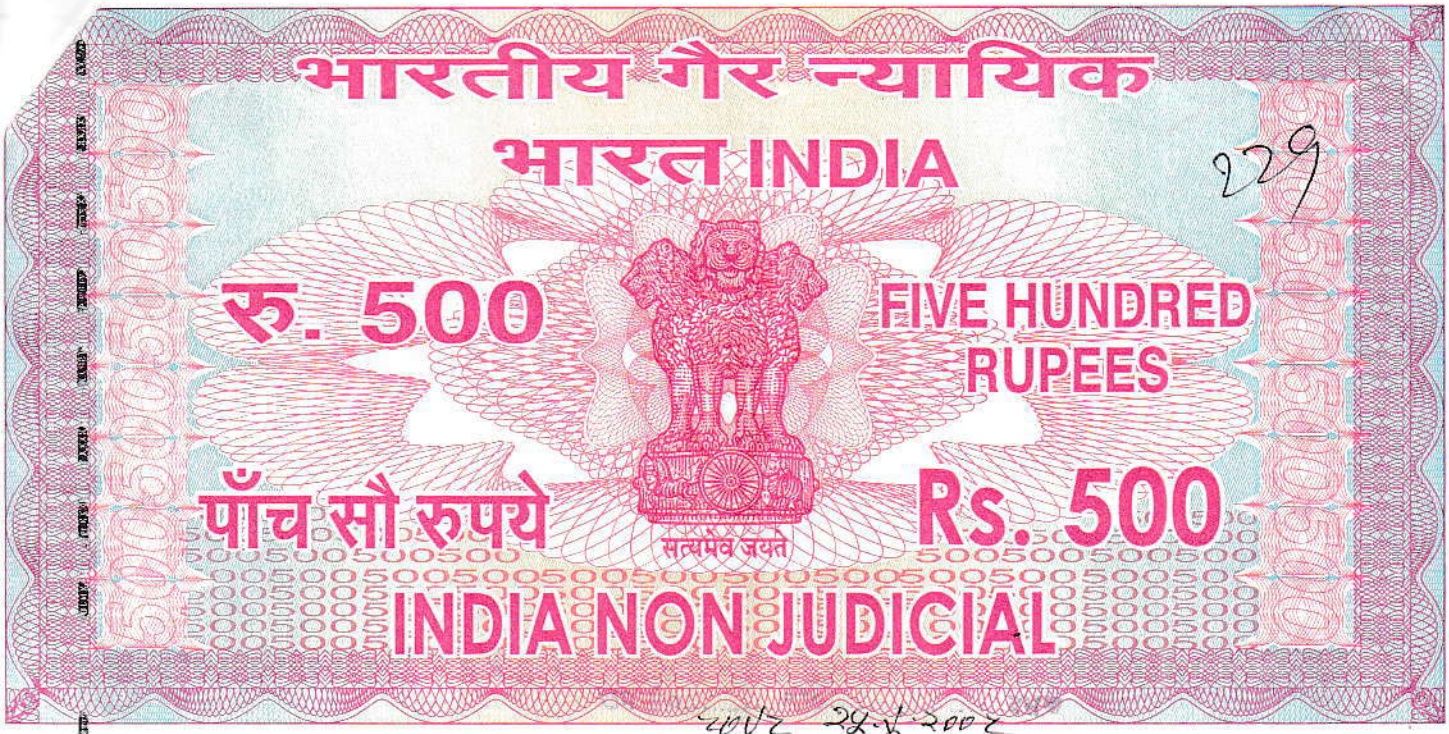
10. That all original documents in respect of the lease hold shall remain with the lessors and the lessors shall be liable to pay all revenues in respect of the lease hold and in case the said original documents are required by the lessee for the purposes of recognition or affiliation or for any other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

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

12. 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.

13. 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.

xxxxxxxxxxxxx



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14. 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 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 ~~xxxxxx~~ and hand over the possession of the lease hold to the Lessors free from all encumbrances.

15. 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.

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8 JUL 2008

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

17. That in token of having accepted the terms and contents of this deed both the Lessors and the lessee have executed and put

Continued on page...10



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their hands on this deed out of their own free will, consent and without any undue influence from any side under fit state of body and mind in presence of the witnesses.

8 JUL 2008

Signature of Lessee.

1. विनोद मिश्र 26-09-2008

2. अधीर-चन्द्र झा 26-09-2008

Signature of Lessors.

1. विनोद मिश्र 26-09-2008
2. [illegible] 26.09.2008
3. अधीर चन्द्र झा 26-09-2008

चन्द्र का-तर्जनी 26.09.08

4. [illegible]

5. [illegible]

Typed by-
Shiva Shankar Mishra,
Licensed Typist, Licence No.20/72,
Civil court Compound, Laheriasarai,
Darbhanga.
26.09.2008. Shivashankar Mishra
26/9/08

Drafted by-
Narendra Narayan Singh, Advocate
26/9/08
(Sri Narendra Narayan Singh)
Senior Advocate,
Civil Courts, Darbhanga.

Endorsement of Certificate of Admissibility (Rule - 35)

Admissible under Rule 21 : duly stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I-A, No. 35. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act Rs. **8460**

Addl. Stamp duty paid under RDA/Municipal Act Rs

(Paid **Rs. 5000/-** *by N.J. Stamp Paper and* **Rs. 9602/-** *through Bank Challan.)*

FEE PAID												
	A1	5640	C	0	H1b	0	K1a	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 Fee	6442
	A10	0	E	0	J1	0	K2	0	Na	27		
	B	0	H1a	0	J2	0	Li	0	Scan	300		

Date :

Registering Officer

Endorsement under section 52

Presented for registration at ***12:20 PM*** *on the day* ***Friday,*** *26th* ***September*** ***2008*** *at the* ***Darbhanga Sadar*** *D. R./ S. R. Office by* ***Binod Mishra***
Jay Nath Mishra

by profession ***Agriculture.***

26-09-2008

Signature of Presentant

Registering Officer

Endorsement under section 58

Execution is admitted by persons and identified by others whose names, photographs, fingerprints and signatures are affixed on the reverse pages of the instrument and are identified by Anant Kumar Mishra age 48 Sex M son/daughter of Ram Prakash Mishra resident of Vill-Pali Ps=Ghanshyampur Darbhanga.

Date:

Registering Officer

Endorsement of Certificate of Registration under section 60

Registered in Book 1 of DSRO/ SRO Darbhanga having 12 pages, in the volume CD-54 and document no. of which is printed on the First Page of the document.

Date:

Registering Officer