भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

बिहार BIHAR E 868207

बिहार सरकार

जिला निबंधन कार्यालय, दरभंगा

06/08/2010 को श्री/श्रीमती Binod Mishra

5820/- 4382/-

13437 1 CD 32 12

(Dr. Sanjay Sadan)

निबंधन पदाधिकारी

Date : 06/08/2010

245 25/90

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 :
Token No : 14096

Deed No : [illegible]
of 2010

Type & Status of Party	Name of Party	Photo	Thumb	Index	Middle	Ring	Little
Lessee	Binod Mishra (Sec)						

Signature of Party

181
S3/10

Lessee — Amir Chandra Jha(Member)

06-08-2010

Signature of Party

Presented by Self — Binod Mishra



06.08.2010

182
S3/10

Signature of Party

Lessor — Binod Mishra

06.08.2010

Signature of Party

Lessor — Sambodh Mishra



06.08.2010

183
S3/10

Signature of Party

Lessor — Amir Chandra Jha



06.08.2010

184
S3/10

Signature of Party

Identifier — Dinesh Jha



06/08/2010

185
S3/10

Signature of Party

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

INDIA

77

बिहार BIHAR

E 868208

-2-

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 pighha one katha) in one block under Mouza-Pali, Anchal Ghanshyampur, Touzi No.6424, Thana No.397, Khata No.



E 868209

-3-

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 bpounded 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



E 868210

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



बिहार BIHAR

E 868211

-5-

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 piedging 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

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

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. सम्पोला 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 me
Upendra Thakur
Advocate
Darbhanga
6/8/2010

Endorsement of Certificate of Admissibility

(89)

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.

(16)

Stamp duty paid under Indian Stamp Act **Rs. 5820** Amt. paid by N.J. Stamp Paper - **Rs. 5000**

Addl. Stamp duty paid under Municipal Act **Rs.** Amt. paid through Bank Challan - **Rs. 5202**

FEE PAID			Registration Fee				LLR + Process Fee		Service Charge
	A1	3880 C	0 H1b	0 Ka1	0 Lii	0	LLR	0	
	A8	0 D	0 H2	0 K1b	0 Liii	0	Proc. Fee		200
	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			

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

Token No. 14086 Year 2010 Sl. No. 14028 SCORE Ver. 2.0 Deed No. 13437 NIC Bihar

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

सत्यमेव जयते

INDIA

बिहार BIHAR

E 930986

बिहार सरकार

23/12/2011 को श्री/श्रीमती Binod Mishra

द्वारा प्रस्तुत किया गया । इसमें रु० 3460/- मूल्य के 368/- निबंधन शुल्क की वसूली की गयी । दस्तावेज पढ़कर सुनाया गया । निबंधन स्वीकार किया उनके तथा उनके पहचानकर्ता के नाम फोटो, अंगूठे के निशान सही हस्ताक्षर अंकित हैं । इस दस्तावेज सं० 17956 के पृष्ठ सं० 224 से 368 से 377 तक CD 35 में आज दिनांकित एवं रजिस्टर्ड किया गया ।

Date : 23/12/2011

1. Name of the Lessors:-

(i) Shri Binod Mishra

(ii) Shri Sambodh Mishra son of Late 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 residents of village & P.O.- Pali P.S. and Anchal Ghanshyampur, District- Darbhanga.

302

Serial No :
Token No : 19055
Type & Status of Party

Deed No : 23-12-2011.
of 2011
Name of Party

Photo | Thumb | Index | Middle

Lessee — Amirchandra Jha
23.12.2011
353/96/11
Signature of Party

Lessee — Binod Mishra
23-12-2011
354/96/11
Signature of Party

Presented by — Binod Mishra
Self
23-12-2011
Signature of Party

Binod Mishra
23-12-2011
355/96/11
Signature of Party

Lessor — Saurendra Mishra
23.12.2011
356/96/11
Signature of Party

Lessor — Amirchandra Jha
23.12.2011
357/96/11
Signature of Party

Identifier — Anand Kumar Mishra
23.12.11
Signature of Party

358/96/11

303

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

बिहार BIHAR

F 930987

District- Darbhanga through:-

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

(ii) Shri Amir Chandra Jha son of Shri Bijay Nath Jha, Member, Bal Kalyan Seva Nyas, Pali, Ghanshyampur, Darbhanga.

3. Type of document:- Deed of Lease for a Period of 40 years.

4. Consideration:- Land Rent Rs. 1000/- (Rupees One thousand) per katha yearly for first ten years and on every subsequent ten years the land rent shall be increased by Rs. 500/- (Rupees Five hundred) per katha yearly i.e. for first ten year the total rent shall be Rs. 80,000/- (Rupees Eighty thousand) only

Second ten years Rs. 1,20,000/- (Rupees One lac twenty thousand) only.

Third ten years Rs. 1,60,000/- (Rupees One lac sixty thousand) only.

Fourth ten years Rs. 2,00,000/- (Rupees Two lacs) only.



बिहार BIHAR

930988

Total rent in 40 (forty) years - Rs. 5,60,000/- (Rupees Five lacs sixty thousand) only. Payable by the lessee to the lessors by 31st March of the succeeding years against proper receipts by the Lessors or their heirs, executors, assigns, successors in office.

5. Details of properties :-

35 decimals land having an area of 8 kathas in one block under Mouza- Pali, Anchal-Ghanshyampur, Touzi No. 6424, Thana No. 397

Khata No.	Khesara No.	Deed No.	Date
83 (old)	1652 (old)		
126 (new)	3742 (new)	7800	26.09.2011
	3743 (new)		
288 (old)	1661 (old)	7893	12.10.2009
128 (new)	3737 (new)		

Total Areas - 8 kathas (Eight kathas) in one block acquired by Deed 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 - Buchan Mishra

South- Lessors

East- Kali Kant Mali

West- Lessors

भारतीय गैर न्यायिक
एक सौ रुपये
Rs. 100
रु. 100
ONE HUNDRED RUPEES
सत्यमेव जयते
भारत INDIA
INDIA NON JUDICIAL

बिहार BIHAR

4

F 924542

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 interference from any side.

AND

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.

AND

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

AND

Whereas the Lessors declared to give land detailed in column no. 5 of this deed on lease and on information, the Lessee requested the lessors to give the said land to the lessee on lease for aforesaid purposes.

AND

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.

भारतीय गैर न्यायिक
एक सौ रुपये
Rs. 100
रु. 100
ONE HUNDRED RUPEES
भारत INDIA
INDIA NON JUDICIAL

बिहार BIHAR

F 924543

AND

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

Now this deed of Lease made on this 23rd day of December 2011 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 23.12.2011 and terminate on 22.12.2051.
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 enjoyment, use, occupation of the lease hold by the lessee during continuance of the lease.

6. That for the purpose of recognition and affiliation of "Bal Kalyan Public School" at places wherever 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 pleading 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 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 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 ad 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 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 not 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 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 leassee 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 without any undue influence from any side under fit state of body and mind in presence of the witneses.

Signature of Lessee.

23-12-2011

23-12-2011

Signature of Lessors

23-12-2011

23-12-2011

Computerized Typing
Shiv Shidhi Photo Stat & Computer Typing
Tower Chowk, Laheriasarai, Darbhanga.

Attested by me

315

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

बिहार BIHAR

F 924563

317

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.

(43) -

Stamp duty paid under Indian Stamp Act Rs. 3460 *Amt. paid by N.J. Stamp Paper -* Rs. 3300

Addl. Stamp duty paid under Municipal Act Rs. *Amt. paid through Bank Challan -* Rs. 2800

FEE PAID	Registration Fee							LLR + Process Fee		Service Charge
A1	2240	C	0	H1b	0	Ka1	0	Lii	0	LLR	0	
A8	0	D	0	H2	0	K1b	0	Liii	0	Proc. Fee	0	180
A9	0	DD	0	I	150	K1c	0	Mb	25	Total-	0	
A10	0	E	0	J1	0	K2	0	Na	45			
B	0	H1a	0	J2	0	Li	0					
							TOTAL-		2460			

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 2640

Date : 23/12/2011

Registering Officer
Darbhanga Sadar

Endorsement under section 52

Presented for registration at Registration Office, Darbhanga Sadar on Friday, 23rd December 2011 by Shri/Sr Binod Mishra s/w of Jaynath Mishra by profession Agriculture. Status - Lessor

Registering Officer
Darbhanga Sadar

Signature / L.T.I. of Presentant ***Date : 23/12/2011***

बही. क्रमांक ४ पृष्ठ.
23-12-2011 को

Endorsement under section 58

Execution is admitted by those executants and identified by the person (identified by Anant Kumar Mishra age 48 Sex M son/daughter of Ram Prakash Mishra resident of Vill=Pali Ghanshyampur Dbg) whose names, photographs, fingerprints and signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Darbhanga Sadar

Date :

Endorsement of Certificate of Registration under section 60

Registered in Book 1 of DSRO/ SRO Darbhanga having 9 pages, in the volume CD-36 and document no. 01 which is printed on the First Page of the document.

Registering Officer
Darbhanga Sadar

Date : 23/12/2011

Date :

Token No. 19065 Year - 2011 Sl.No. SCORE Ver2.0 Deed No. NIC-Bihar

Token No. 19065 Year - 2011 Sl.No. Deed No. 17956 NIC-Bihar

23.12.11

Token - 19065

Challan - 17956

T: 19065

अंक सं० ..... वर्ष ..... भाग

तृतीय प्रति — बिहार सरकार/ch-D - 17956

(नियंत्रक कार्यालय हेतु) — निबंधन विभाग — निबंधक

अनुसूची के निम्नांकित दो लिए जाने वाले स्टाम्प शुल्क, निबंधन शुल्क एवं पृष्ठांकनों के निबंधन शुल्क के भुगतान के लिए चेक संलग्न

1. चेक का भुगतान [illegible]

2. दस्तावेज का प्रकार .....

3. निबंधन कार्यालय .....

4. चेक की राशि एवं संख्या .....

5. भुगतान की अपेक्षित तारीख का विवरण .....

क्र० सं०	भुगतान का मद एवं शीर्ष	रकम
(क)	[illegible] विभाग कोड-R00300210300001	
(ख)	[illegible] R00300320400001	250
(ग)	[illegible] R00300320300105	1
	[illegible]	250

स्थान ..... जमाकर्ता का नाम एवं हस्ताक्षर

तारीख 12/1/12

[illegible]

FOR USE OF THE BANK

रुपये ..... मात्र ..... रुपया ..... पैसा ..... के [illegible]

खाते में ..... जमा किया।

प्राधिकृत पदाधिकारी का हस्ताक्षर

बैंक का नाम एवं मुहर

निबंधन हेतु प्रस्तुतकर्ता का नाम एवं पता विवरण

मूल्य ..... रुपये में ..... एवं संख्या .....

जारी करने की तिथि :

कोड सं० :

Deptt. Finance-250-Pur Receipt No. 1/12

Rec. 250

18/1/12

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

INDIA NON JUDICIAL

बिहार BIHAR E 565386

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 शुल्क तथा अन्य शुल्क का भुगतान किया गया । दस्तावेज ग्राह्य पाया गया । जिन लेखकारियों ने मेरे समक्ष निष्पादन स्वीकार किया उनके तथा उनके पहचानकर्ता के नाम, फोटो, अंगुलियों के निशान एवं हस्ताक्षर पीछे अंकित है । इसे दस्तावेज सं0 14166 के रूप में पुस्तक सं0 1 की जिल्द सं0 167 के पृष्ठ सं0 573 से 584 तक CD 54 में आज निबंधित एवं कुल 12 पृष्ठों में समाप्त किया गया ।

Date : 26/09/2008

ह०
(Dr Sanjay Sinha)
निबंधन पदाधिकारी

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						

216

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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E 56

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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बिहार BIHAR

E 565398

-3-

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.

भारतीय गैर न्यायिक

भारत INDIA

221

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

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बिहार BIHAR

E 565399

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- Budhan 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



बिहार BIHAR

E 565400

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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E 565401

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.



बिहार BIHAR

E 565402

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

भारतीय गैर न्यायिक

भारत INDIA

229

रु. 500 FIVE HUNDRED RUPEES

सत्यमेव जयते

पाँच सौ रुपये Rs. 500

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बिहार BIHAR

E 565403

-8-

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 ~~xxxxx~~ 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.

Continued on page...9

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

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बिहार BIHAR

E 565404

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



बिहार BIHAR

E 565405

-10-

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.

Signature of Lessee.

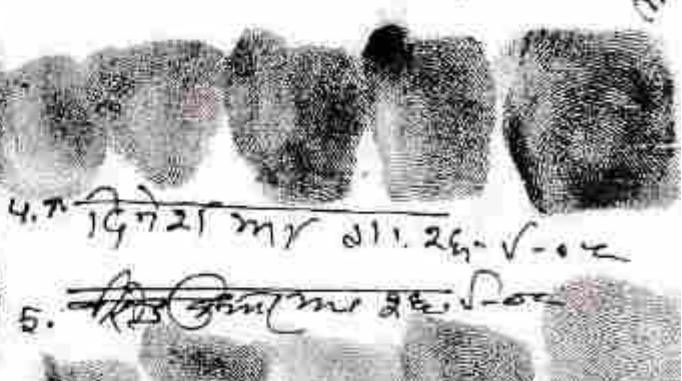
1. विनोद मिश्र 26-09-2008

2. अमीर चन्द्र झा 26-09-2008

Signature of Lessors.

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





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

Drafted by-
(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	8442
	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.***

बिनोद मिश्र
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