



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 03a9364545635cece7db

Receipt Date : 01-Feb-2021 11:32:20 am

Receipt Amount : 10175/-

Amount In Words : Ten Thousands One Hundred And Seventy Five Rupees Only

Token Number : 20210000012334

Office Name : SRO - Chaibasa

Document Type : Lease

Payee Name : SATISH KUMAR KHIRWAL (Vendee)

GRN Number : 2104127688



-: For Office Use :-

2021/12334
01/02/2021

2021/CHAIB/69/BKJ/66

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

इस रसीद के प्रमाण के लिए इसे ध्यान से चेक लेना अनिवार्य है।

Lease Deed 30 Years, Ann. Rent 16791.06 x 5, St 10,175/-
Salami - 167911/-

यस 2-क अधीन ग्रहण्य भारतीय स्टाम्प अधिनियम
899 की अनुसूची 1 या 1 क. स0 के अधीन तथा
छाटानागपुर कास्तकारी अधिनियम के धारा-35-
क अधीन दधावत स्टाम्प सहित (या स्टाम्प डुल्क) से
विमुक्त या स्टाम्प डुल्क अपेक्षित नहीं।

लेखक पदाधिकारी
चाईबासा

उपायुक्त
प० सिंहभूम, चाईबासा

Handwritten signature

LEASE DEED

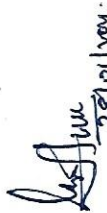
टी०के०एम० वाद संख्या-373(एल)/1994-95

पश्चिमी सिंहभूम जिले के खासमहाल क्षेत्रान्तर्गत अंचल- सदर
चाईबासा मुहल्ला- मधुबाजार, थाना नं०- 644, पुराना वार्ड संख्या-08,
वर्तमान वार्ड संख्या- 12, होल्डिंग संख्या- 136/1261, प्लॉट संख्या- 2453,
2454 रकवा- 05 कट्टा अर्थात 0.13 एकड़ भूमि श्री सतीश कुमार
खिरवाल, पिता- स्व० श्यामल कुमार खिरवाल, मधुबाजार, चाईबासा के नाम से

Fee paid

| | |
|--------|----------|
| A(1)- | 7632.00 |
| E fee- | 2000.00 |
| S.P. | 690.00 |
| | <hr/> |
| | 10322.00 |

Handwritten signature and date 01/07/2021


उपायुक्त
प० सिंहभूम, चाईबासा



टी. के. एम. वाद संख्या 373(एल)/1994-95 में उपायुक्त, पश्चिमी सिंहभूम, चाईबासा के आदेश दिनांक- 01.01.2021 के द्वारा दिनांक 01-04-1995 से अगले तीस वर्षों (अर्थात् दिनांक 31-03-2025 तक) के लिए आवासीय प्रयोजनार्थ लीज नवीकरण की स्वीकृति प्रदान की गई है।


 P. Singh
 उपायुक्त
 सिन्धु, चाईबासा



लीजधारी के द्वारा कोषागार ई-चालान संख्या GRN-2103642662
 dated 04.01.2021 के द्वारा शीर्ष 0029-भू-राजस्व, लघु शीर्ष
 002900101060101-अन्य प्राप्तियां मद में सलामी राशि 1,67,911.00 (एक लाख
 सड़सठ हजार नौ सौ ग्यारह) रूपये मात्र ऑनलाईन चालान के द्वारा भारतीय
 स्टेट बैंक, शाखा-चाईबासा में जमा कर चालान की मूल प्रति एवं लगान रसीद
 संख्या-312593 दिनांक-05.01.2021 के द्वारा वर्ष 1995-96 से वर्ष 2020-21
 तक (26 वर्षों) का बकाया लगान राशि के रूप में 4,36,568.00 (चार लाख छत्तीस
 हजार पाँच सौ अड़सठ) रूपये मात्र जमा कर लगान रसीद की छायाप्रति दाखिल
 की गई है, जो अभिलेख में संधारित है।

जिला दण्डाधिकारी-सह-उपायुक्त, पश्चिमी सिंहभूम, चाईबासा के आदेश ज्ञापांक 10(बी.) / रा० दिनांक 02.01.2021 द्वारा अधोहस्ताक्षरी एजाज अनवर, अपर उपायुक्त, पश्चिमी सिंहभूम, चाईबासा को लीजधारी के साथ उपायुक्त की ओर से लीज एकरारनामा पर हस्ताक्षर हेतु प्राधिकृत किया गया है।

तदनुसार लीजधारी श्री सतीश कुमार खिरवाल, पिता- स्व० श्यामल कुमार खिरवाल, निवासी- मधुबाजार, चाईबासा के साथ संलग्न विहित प्रपत्र में लीज शर्तों की एकरारनामा की जाती है।

LESSEE



WITNESS

1. VIVEK K. CHAUDHARY

S/o = VISHWANATH CHAUDHARY
MAHARSAI CHAIBASA

2. Ram Misrajan Padis
S/o Late Madan Lal Padis
Meeritol, Bullate, ward no-17 (old)
Chaibasa

LESSOR



DEPUTY COMMISSIONER
WEST SINGBHM, CHAIBASA
प० सिंहभूम, चाईबासा

GENERAL FORM OF LEASE FOR RENEWAL/RESETTLEMENT OF TOWN KHAMAHALS

This indenture made this day of 28th month of January, 2021 between the Governor of Jharkhand (hereinafter called the Lessor which expression shall, where the context so admits or implies include his successors in office and assigns) of the One Part.

AND

**Satish Kumar Khirwal, S/o Late Shyamal Kumar Khirwal,
Resident of Madhubazar, Chaibasa**

(hereinafter called the Lessee which expression shall where the context so admits or implies include his heirs, executors, administrators, representatives and assigns) of the Other Part.

Whereas the lessor has applied for permission to occupy for the purposes Residential / Commercial the lands and premises specified in the first part of the schedule hereunder written and has paid a sum of Rs 1,67,911.00 (One lac sixty seven thousand nine hundred eleven rupees) only as SALAMI and ~~conversion of lease from residential to commercial lease~~ and whereas the said application has received the sanction of ~~STATE GOVT./ COMMISSIONER, Singhbhum (Kolhan) Division, Chaibasa / Deputy Commissioner, West Singhbhum, Chaibasa~~ (as the case may be).

Now this indenture witnesseth that the lessor doth hereby demise unto the lessee all the lands and premises as specified in Part I of the Schedule with their appurtenances, to hold the same unto the lessee from the 1st (day) of April (month) 1995 (Year) for the term of 30 (Thirty years) yeilding and paying therefore clear yearly rent of Rs 16,791.06 (Rupees sixteen thousand seven hundred ninety one and six paise) only and the lessee hereby covenants with the lessor that he will perform and observe the terms and conditions set forth in the second part of the said schedule.

In witness whereof the said parties have hereunto set their hands and seal and the day, month and year as mentioned first above written with the photographs of the lessee(s) overleaf.

Signed by



(Ejaz Anwar)

as Deputy Commissioner, West Singhbhum
Chaibasa as empowered by Order no.
10(B)/Ra dated 02.01.2021

Signed by



LESSEE

in the presence of:

- 1, Vivek K. Choudhary
- 2, Ram Miranjan Padia

THE SCHEDULE ABOVE REFERED TO
(SPECIFICATION OF THE HOLDING)

Holding Number: 136/1261

Name of Circle: Sadar Chaibasa

Name of Muhalla/Ward No of Municipality area:

**Madhubazar, Word No. 08(Old), Ward No. 12
(New), Thana No. 644**

Plot Number: 2453, 2454

Plotwise area (in Acre): 2453- (0.07 acre), 2454- (0.06 acre) Total area- 0.13 Acre

Boundaries of plot (with plot no and name)

North: House of Akaram Sultania

South: House of Sheoduttrai Marwari & Manuram Babulal,
parti jamin kunwa

East: House of Ramlal Kunjal Sao

West: Road

Total area of Leased out plot (in Acr) : 0.13 Acre

Yearly Rent :

**Rs 16,791.06 (Rupees sixteen thousand seven hundred ninety one and
six paise)**

No. of trees of each kind: NIL

Photograph(s) of Lessee(s) and specimen signature(s) duly attested by the Lessor, the Deputy Commissioner, West Singhbhum, Chaibasa



PART II - TERMS & CONDITIONS

- 1 The lessee shall pay to the Deputy Commissioner, West Singhbhum, Chaibasa the said yearly rent of *Rs 16,791.06 (Rupees sixteen thousand seven hundred ninety one and six paise)* only without any deduction. On every year first week of April.
- 2 Except with the previous sanction of the Deputy Commissioner in writing which he may refuse at his discretion the lease shall not transfer, as signed, sublet or part with the possession of the demised land and premises may part thereof may building erected thereon.

Provided that a sanction to a transfer, assignment, subletting or parting with possession in favour of a person who is not a Government Servant of the same clause as the lessee shall not be granted unless an offer of the said transfer, assignment, subletting or parting with possession for a consideration approved prefixed as reasonable by the Deputy Commissioner and in case of disagreement by the Commissioner of the Division whose decision shall be final has been made in writing to all Government Servant aforesaid and has not been excepted by any of them. The offer shall be made in such manner and remain open for such period as may be directed by the Deputy Commissioner.

Provided further that the sanction aforesaid shall not be granted unless a fee of one or 25% of the yearly rental, which is higher, is paid to the Deputy Commissioner.

In the case succession by inheritance no fee as aforesaid shall be payable the person succeeding shall apply for forthwith to the Deputy Commissioner or the Sub Divisional Officer cum khasmahal officer for mutation of names and such applications shall bear the court fee stamps prescribed by law.
- 3 The lessee shall not cut down or in any way injure any trees on the said demised premises without the previous permission in writing of the Deputy Commissioner.
- 4 The lessee shall make no excavation on the said demised premises other than as may be sanctioned by the Deputy Commissioner and shall not in any way diminish or in any other way injure or make any permanent alteration upon, his holding without the written consent of the Deputy Commissioner.
- 5 The lessee shall keep intact and well defined the boundaries of the said premises and shall from time to time when required by the Deputy Commissioner point these out to any officer or person dully authorised by him in writing to inspect them.
- 6 In the event of lessee failing to pay any instalment of rent on or before the dates herein fixed for such payments such arrears shall without prejudice to any other right or remedy of the lessor carry interest @ 10% per annum from the date on which the same become payable until payment


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Signatures/L.T.Is



- 7 The lessee shall not erect any building or make any addition to or any alteration or demolish or remove any building now or hereafter to be erected on the demised premises without the previous consent of the Deputy Commissioner in writing. 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 altered 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 buildings whether standing on the demised premises at the time of the execution of the lease or erected during the currency of the lease in proper repair.
- 8A A Khasmahal holding shall be deemed to be used for Commercial purposes when it is utilized by the lessee for business with a capital outlay of Rs. 5000/- and monthly income of Rs. 300/- and where other persons of assistance are employed or where a portion of the land or building is that out for business purpose.
- 9 The Deputy Commissioner may cancel the lease, if the buildings are not completed within 12 months of the date on which it was executed or within such further time, if any, as the Collector/ Deputy Commissioner may allow. On such cancellation the Collector/ Deputy Commissioner may by notice in writing require the ex-lessee to remove within a reasonable time any building which may have been commenced and not completed or the materials which may have been collected on the land, and if he fails to comply with such notice of the Collector/ Deputy Commissioner after giving a further notice in writing specifying a time not less than one month from the date of service of the notice within which such buildings or materials shall be removed, may cause such removal to be effected and recover the cost from him.
- 10 "The authority of the lessor to resume possession of whole or any part of the lands of tenancy, the power of resumption shall only be exercised if the land is required for public purpose and power of resumption shall only be exercised if the land is required for public purpose and power of resumption shall not be exercised without the sanction of Government obtained through Board of Revenue"
- 11 If the lessor at any time before the expiration of this lease is desirous of resuming possession of the said demised premise or any part thereof, and shall under the hand of the Collector/ 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 Collector/ Deputy Commissioner or for any deterioration in the value of his holding caused by severance or for such other loss as to the Collector/ Deputy Commissioner may seem equitable the lessee shall within three months from the date of receipt of the notice aforesaid vacate the said demised premises or such part thereof as is specified in the said notice.
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.
- 12 The lessee shall pay all municipal and other local rate and taxes that may for the time being be assessed or charged upon the holding or the building erected thereon.



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- 13 On breach or non-observance of any of the terms or conditions aforesaid the Collector/ Deputy Commissioner may re-enter upon the said demised premises and may determine this lease:

Provided that in case of such re-entry and determination except on breach of the conditions in clauses 2, 7 and 8 the lessee shall be entitled to compensation for standing crops and tree planted by him and for all buildings erected and other improvements made by him with the consent of the Collector/ Deputy Commissioner the amount of such compensation to be fixed by the Collector/ Deputy Commissioner whose decision shall be final and conclusive.

- 14 In the event of any breach or infringement decision of any of the conditions aforesaid the lessee shall in addition and without prejudice to any other remedy of the lessor, be liable to a fine by way of liquidated damages not exceeding half the said annual rent. An fine so imposed shall be recoverable under the provisions of Bihar and Orissa Public Demands Recovery Act, 1914.

- 15 Lessee shall notify one year prior to the expiration of the said term of lease to the Deputy Commissioner that he is desirous of taking a new lease of the said premises and shall duly observe and perform all terms & conditions of this lease he shall on the expiry of terms & conditions of this lease, be entitled to an option of renewal of lease of the said premises only for a term of 30 (Thirty) years on the express condition that lessee agrees to pay @ of 5% *Salami* on the residential use of lease holding and pay @ 10% for commercial use of lease holding on the then prevailing market value of the holding premises, subject to deduction of the *Salami* amount, if any, paid /deposited earlier and 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 covenants and agreements except this covenant for renewal as are contained in this lease. The Government shall have full right to raise the rate of annual rent as per propose according to present value of land at the time of renewal. In the event the lessee not taking a new lease as aforesaid on the expiry of the period, the lessee shall not be entitled to any compensation for any buildings, structures or improvements erected or made by him upon the said premises, nor shall be entitled to dismantle or remove any such building or structure and the Deputy Commissioner may re-enter on the said premises and take possession of the land, buildings and 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 fulfills the terms and conditions of the lease and is prepared to pay *Salami* and rent if so desired by the Government.


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Signatures/L.T.Is



