

2014-15

Khash. Mahaladone  
20 years Rental Annual R.M.F. 7-201 Stamp of Chaibasa 2014 20 RS.



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5  
12/8

टी. के. एम. अभिलेखा संख्या-920/रल/94-95 में पारित आदेशानुसार चाईबासा टाउन छासहाल के मुहल्ला-सदर बाजार, होसं0-238/1520 प्लॉट संख्या-2319 रकवा-2 दो कट्टा 6 छः धुर जमीन का आवासीय प्रयोजन हेतु वार्षिक लगान-7.20 सात रुपये बीस पैसे अलावे सेस पर दिनांक 1.4.1995 से अगले तीस वर्षों तक के लिए लीजधारी श्री लालु प्रसाद मुल्लानिया पिता स्व0 राधाकृष्ण मुल्लानिया, निवासी-सदर बाजार, चाईबासा के साथ लीज का स्वरनामा:-

25/1/98

Lalu Prasad Sulainis  
लीजधारी का हस्ताक्षर।

*[Handwritten signature]*  
12/8/98  
6/8/98

6/8/98  
अपर उपायुक्त,  
प0सिंहभूम, चाईबासा।

पता का नाम:- Ashok Kumar Sen.



पिता का नाम:- Santosh Kumar Sen.  
पता:- Chhota Nimdih, Chaibasa

28 Pawan Kumar Mishra  
पिता का नाम:- Sri Saligram Mishra  
पता:- Sada Bazar, Chaibasa

for. hand  
Rs 8200  
No 90-00  
98.00  
12/8/98

Sch. XIV - Form No. 171.

PART II - TERMS AND CONDITIONS

1. The lessee shall pay to the Deputy Commissioner of पठसिंहभूम, चाईबासा। the said rent of Rs. 7.20 without any deduction in the following instalments :-

When the total rent is below Rs. 5.00 it should be paid in one instalment on or before the 15th of January.

2. Except with the previous sanction of the Deputy Commissioner in writing and on payment of a fee equal to 25 percent. of the yearly rental (provided that no such fee shall be less than Rupee 1 or more than Rupees 100.00), the lessee shall not transfer, assign, sublet or part with the possession of the said demised land and premises or any part thereof.

In the case of succession by inheritance no fee as aforesaid shall be payable, the persons 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.

Note :- 2 In case of lease for the Chaibasa town Khasmahal Clause 2 may be submitted as follows :-

Except with the previous sanction of the Deputy Commissioner in writing which he may refuse at his discretion the lease shall not transfer or part with the possession of the demised land and premises may part thereof may building erected there on.

Provided that sanction to a transfer, assignment subletting or parting with possession in favour of a person who is not a Govt. 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 servants aforesaid and has not been accepted 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 percent of the yearly/rental whichever is higher, is paid to the Deputy Commissioner.

In the case of succession by inheritance no fee as aforesaid shall be payable the persons succeeding shall apply for forthwith to the Deputy Commissioner for the Sub-divisional officer, for mutation of names and such application shall bear the court fee stamps prescribed by the 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

GENERAL FORM OF LEASE FOR TOWN KHAS MAHALS.

OS-7

This Indenture made the day of 6.8.1998  
 between the Governor of Bihar (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 B श्री लालु प्रसाद सुल्तानिया,  
 son of पिता स्वराधाकृष्ण सुल्तानिया, निवासी- (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,

सदर बाजार, चाईबासा

Here state succinctly the object of the Tenancy.

Whereas the lessee has applied for permission to occupy for the purposes of the Schedule hereunder written and has paid a sum of Rs. X

as salami / conversion of lease from residential to commercial lease and whereas the said application has received the sanction of आयुक्त का कार्यालय, द. छो. प्र. रांची के पत्र संख्या-225/धु. दि. 29.4.98 के द्वारा टी. के. एम. अभिलेखा संख्या-920/सल/94-95 में स्वीकृति।

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 1 ली day of अप्रैल-1995 for the term of 30 तीस years yielding and paying therefor a clear yearly rent of Rs. 7.20 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 the day and year first above written.

Signed by—

Signed by— Lallu Prasad Sultanis

6/8/98  
 Addl. Deputy Commissioner, W. Singhbhum  
 for and on behalf of the Governor of Bihar  
 in the presence of

Lessee,  
 in the presence of

- Ashok Kumar Sen.  
Chaikasa,
- Pawan Kumar Mishra  
Chaikasa



THE SCHEDULE ABOVE REFERRED TO.

PART—SPECIFICATION OF THE HOLDING -238/1520  
 (WITH THE TREES THEREON.)

Name of block सदर चाईबासा।

Number of plot 2319 सदर बाजार चाईबासा

Situation of plot सदर बाजार, चाईबासा।

Boundaries of plot उ:- निज होल्डिंग, द:- वीरेन्द्रनाथ दरिपा एवं अन्य, पू:-रोड, प:-विद्या पाल।

Area of plot 2 दो कटठा 6 छः धुर

Amount of rent assessed 7.20 स्पये सात स्पये बीस पैसे

Number of trees of each kind शून्य

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 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 prejudice to any other right or remedy of the lessor carry interest at the rate of 10 per cent. per annum from the date on which the same become payable until payment.

7. The lessee shall not erect any building or make any addition to or any alteration in 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.

8-A The lease shall not without the consent of Deputy Commissioner conduct or permit to be conducted on the land any trade business whatsoever for use the land or permit the same to be used for any purpose other than that of a private dwelling house

Note :- A Khasmahal holding shall be deemed to be used for Commercial purposes when it is utilised by the lease 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 purposes.

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 Deputy Commissioner may allow. On such cancellation the Deputy Commissioner may by notice in writing require the ex-lessee to remove within a reasonable time any buildings 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 the Deputy Commissioner, after giving 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. If the lessor at any time before the expiration of this lease is desirous 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 or for any deterioration in the value of his holding caused by severance or for such other loss as to the 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.

This clause should only be inserted in cases granted expressly for building purpose



✓  
Lal Bahadur Shastri

[ 4 ]

11. 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 the building erected thereon.

12. On breach or non-observance of any of the terms or conditions aforesaid the 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 condition in clauses 2, 7 and 8, the lessee shall be entitled to compensation for standing crops and trees planted by him and for all buildings erected and other improvements made by him with the consent of the Deputy Commissioner the amount of such compensation to be fixed by the Deputy Commissioner whose decision shall be final and conclusive.

13. In the event of any breach or infringement 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 yearly rent Any fine so imposed shall be recoverable under the provisions of the Bihar and Orissa Public Demands Recovery Act, 1914.

14. If three months prior to the expiration of the said term the lessee shall notify the Deputy Commissioner that he is desirous of taking 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 a renewed lease of the said premises for a further term of 30 years and at such rent not exceeding twice the rent payable under this lease as may then be fixed by the Collector/Deputy Commissioner but otherwise on the said terms and conditions and subject to the same covenants and agreements, other than this covenant for renewal, as are contained in this lease. In the event of the lessee not taking a new lease as aforesaid or on the expiration of the renewed lease, as the case may be, 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 he be entitled to dismantle or remove any such buildings or structures and the Collector/Deputy Commissioner may re-enter on the said premises and take possession of the lands buildings and structures which shall thereupon vest absolutely in the lessor.

Note — In exceptional cases in which there is a prospect of abnormal development the renewal clause will either have to be modified to suit local conditions or omitted altogether. All such cases shall be referred for the orders of Government.

*✓* *Fuller Prasad Chatterjee*



*Handwritten signatures and initials in blue and red ink, including the name 'K. P. Singh' and various numbers.*