



29

320

29/12/59

23/12/59

AMOUNT (V)	15.81
AMOUNT	1.25
AMOUNT	1.44
	17.50

Dev Narayan Kunda

31/12/59

This Indenture made on this the 7th. day of December, 1959 A.D Between Sri Dev Narayan Kunda, son of late Bishnu Narayan Kunda, by caste Ugrakshatriya, by profession landholder, .... resident of "Kunda Bari", in Madhupur Town Subdivision ... Deoghar District Santhal Parganas hereinafter called the LESSOR of the ONE PART and Shrimati Sarvan Devi, wife of Thandiram Tebriwalla, by caste agarwalla, by profession housewife, resident of Madhupur Town, Subdivision Deoghar, District Santhal Parganas also at present residing at Deoghar Town hereinafter called the LESSEE of the OTHER PART.

Whereas by an Indenture of Lease in perpetuity executed by Tekait Ram Chandra Singh the then Ghatwal of the Pathrole Estate as LESSOR dated the Eleventh day of Magh of the Bengali San (Year) 1297 which was countersigned by the then Commissioner of the Bhagalpur Division in favour of



BIHAR

1R.



- 2 -

*Bejoy Narayan Kundu*  
हरकृष्ण

late Bejoy Narayan Kundu the grandfather of the LESSOR 41 (forty-one) Bighas of land at a fixed rental of Rs. 41/- (forty-one) And Whereas the said lease was registered on 13-3-91 in Deoghar Sub-Registry Office in Book No.1 Volume No. II Pages 165-166 as Deed No. 296 for the year 1891 and Whereas the right in the aforesaid Permanent leasehold title has vested on the LESSOR and Whereas the LESSOR has under the Original Permanent Lease executed by Tekait Ram Chandra Singh aforesaid has a right to settle in Darmokrari Mourashi lease part of the land covered by the said Lease on rent with tenant or tenants And Whereas the LESSEE has approached the LESSOR through her husband for settlement of 2 (Two) Attahs  $6\frac{1}{2}$  (Six and a Half Dhurs) of land appertaining to and part of the said Permanent leasehold land being part of Garden of the LESSOR And Whereas the LESSOR on terms hereinafter mentioned below It is hereby agreed by and Between the LESSOR on the ONE HAND and the LESSEE on the OTHER as follows :-

1) That the LESSOR doth hereby settle and the LESSEE



BIHAR

1R.



-3-

*Shri...*  
*...*

doth hereby accept settlement of the land very approximately Two Kattahs and Six and a Half Dhurs in area hereinafter mentioned and fully described in the Schedule below and described in the annexed map.

i) That the LESSEE shall pay as Premium Rs. 2325/- Rupees Two Thousand Three hundred and Twenty-five only being the value for this land including the boundary wall on the Western side of this land only at the rate of Rs. 1000/- per Kattah to the LESSOR.

iii) That the rent of the land shall be at the rate of Rs. 20/- per Bigha i.e., Rs. 2-32 n.P. Rupees Two and Thirty-two Naye Paise for 2 Kattahs and 6½ Dhurs of land hereby demised or settled.

iv) That the LESSOR shall have no right to increase the rent or rate of rent of the land demised.

v) That the LESSEE shall pay the rent for each



BIHAR

20nP



- 4 -

*Devnarayan Kumbhar*  
*सुरप्रदीप*

year to the LESSOR or his authorised agent every year within the month of December and on failure to pay rent within due date the LESSOR shall have the right to realise rent with interest at the rate of 12% per cent per annum the arrear rent due.

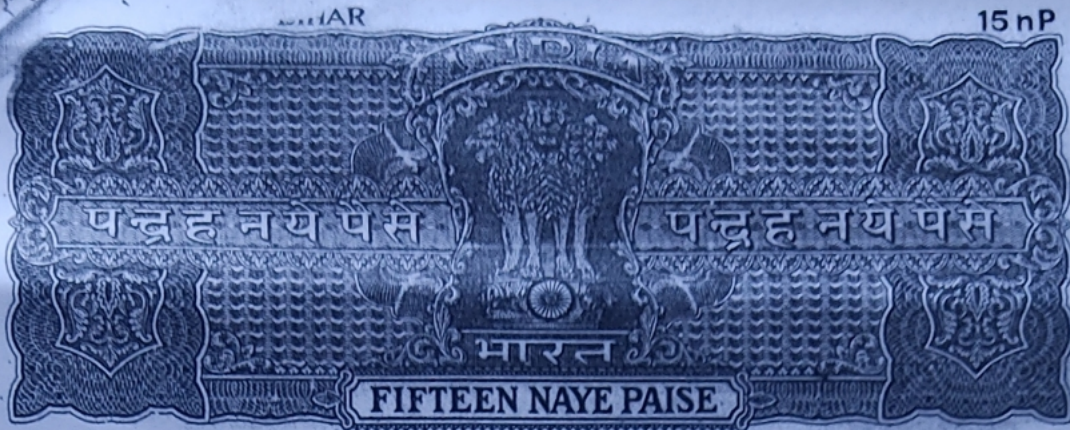
vi) That the Lease shall commence on 7 - 12 - 1959 and shall be in perpetuity.

vii) That the LESSEE shall have the right to utilise the land hereby demised for constructing building, sinking well laying out gardens or for trade purpose.

viii) The LESSEE shall have the right to sell wholly or in part or to transfer the land demised in any ways she likes.

ix) That in case any part of the land hereby demised is acquired for any public purpose the compensation payable for such acquisition for the land or portion of land acquired shall be realisable solely by the LESSEE only or her





- 5 -

*Devrajendra Kumbh*  
सरलपुत्री

legal representatives .In such event the LESSOR shall realise rent rateably or proportionately for the land left in the hand of the LESSEE.

x) That in case of any transfer by voluntary or .. involuntary sale or Gift by the LESSEE the Purchaser or the Donee shall pay to the LESSOR the legitimate mutation fee.

xi) That in this Deed wherever the word LESSOR or LESSEE appears it will be deemed to include his heirs, Successors, administrators or assigns.

In Witness Whereof the Parties do hereunto put their hands and subscribe their signatures on this the day, month and year above written.

SCHEDULE and description of the land referred to above :

In the District of Santhal Parganas subdivision and Subregistry Deoghar Thana 272 Mouza Bara Sheikhpura within Madhupur . . . .  
Municipal Town very approximately 2 Kattahs 6 Dhura according



BIHAR

15 nP



- 6 -

to prevailing measurement in Madhupur Town equivalent to ..  
 1125 square foot to a Kattah of Darmokrari Mourashi land and  
 being part of the Garden of the LESSOR as shown in the annexed  
 map and butted and bounded as follows :-

- North :- Proposed Road,
- South :- Partition Wall in garden land of LESSOR.
- East :- LESSOR'S Bungalow No. 1.
- West :- Bejoy Narayan Kundu Road.

Signed & Delivered by the Lessor *Devnaray* *Kumbh*  
 - 1959

In presence of :-

1. *Suresh Chandan Singh*
2. *Bhuvan Behari Kallik*

Signed & Delivered by the Lessee

In presence of :-

1. *मन्मथ शर्मा - 01/21/52*
2. *श्री रामचन्द्र सिंह - 01/21/52*

*सरलपदेकी*

Typed by :-  
 P.K. Bhattacharya  
 Deoghar.

*Ankur K. Bhattacharya*  
 7.XII.59

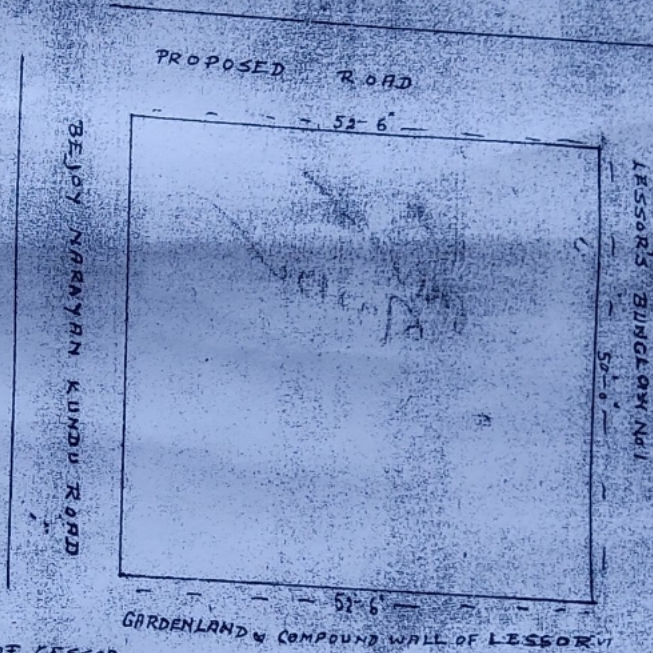
Certified that this Original is the true and  
 exact reproduction of the Duplicate.

*Devnarayan Kumbh*



ORIGINAL  
LAND OF SREE DEV NARAYAN KUNDU LEASED OUT TO  
SREEMATI SARWAN DEVI, IN MOUZA BARA SHEIKHUPURA, No 272  
P.S. MADHUPUR, TOWN MADHUPUR.  
AREA OF LAND 8-6-DA 0-2-6/4 ANNUAL RENT, RS 23200.

*[Faded handwritten text, likely a title or reference number]*



SIGNATURE OF LESSOR  
*Sreenarayana Kundu*  
7/2/19

SIGNATURE OF LESSEE  
*सरवणदेवी*

DRAWN BY  
D.C. DEY  
MADHUPUR.