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35 a/v (u) ...  
 13/9/54 8/1/54

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GENERAL FORM OF LEASE FOR TOWN KHAS MAHALS.

This Indenture made the day of the 13th September, 1954.  
 between the Governor of Bihar (hereinafter called the lessor which expression shall  
 where the context so admits of include his successors in office and assigns)  
 of the one part, and B. Basoramu, Sonu Ram, Kabilu Ram  
55/0 Kashi Road, Cuttack, Orissa (hereinafter called the lessee  
 which expression shall where the context so admits of implies, include his heirs,  
 executors, administrators, representatives and assigns) of the other part.  
 \* Village Kodara P.O. + P.S. Kodarna Dist Hazaribagh.  
Rameshwar Prasad, Mithu Prasad through his local agent  
Rabi Ram through his local agent of Shri Chandra Kabilu  
 minor through guardian Basoramu

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Signed by -  
P.C. M.  
 Deputy Commissioner.

Signed by -  
Basoramu  
Sonu Ram  
Kabilu Ram  
 Lessee  
 in the presence of Basoramu

for and on behalf of the Governor  
 of Bihar in the presence of.

Handwritten signature  
 Khas Mahal Officer.  
Talukdar, Kodarna

Handwritten certificate: Certificate that the contents of the lease have been explained to the representatives of the Hindu ...  
Mr. Minsahar Lal  
Present H. Bagh. 1.12.1954

Handwritten: Devi  
12.8.54  
K.I.



साहेबवाली मध्य का लोका

93-2-22/5-4

Duro Ram  
Kasi Ram  
Kadamba  
M. K. Singh  
M. K. Singh  
C. S. (ext)

M. K. Singh  
18/9/54

~~Dear Sir,~~  
~~Reference is made to your letter dated 18/9/54.~~  
~~The same has been forwarded to the concerned authorities for their consideration.~~



साहेबवाली मध्य का लोका  
93-2-22/5-4

सही लोका मध्य का लोका  
93-2-22/5-4

साहेबवाली मध्य का लोका

~~...~~  
~~...~~  
~~...~~  
~~...~~  
~~...~~

M. K. Singh  
18/9/54

M. K. Singh  
13/9/54



PART II—TERMS AND CONDITIONS:

excluding cess  
of Rs. 1-3-0  
out to only

1. The lessee shall pay to the Collector of Hazaribagh the said rent without any deduction in the following instalments:— once before 15th January every year

When the total rent is below Rs. 5 it should be paid in one instalment on or before the 15th of January.

2. Except with the previous sanction of the Collector in writing and on payment of a fee equal to 25 per cent. of the yearly rental (provided that no such fee shall be less than Rupee 1 or more than Rupees 100), 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 person succeeding shall apply forthwith to the Collector (or the Subdivisional Officer) for mutation of names and such application shall bear the court-fee stamp 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 Collector.

4. The lessee shall make no excavation on the said demised premises other than as may be sanctioned by the Collector 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 Collector.

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 Collector 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 Collector 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.

9. The Collector 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 may allow. On such cancellation the Collector 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 Collector

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

12/9/54



97/52

Schedule XIV—Form No. 171

GENERAL FORM OF LEASE FOR TOWN KHAS MAHALS.

This Indenture made the day of 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 son of (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 lessee has applied for permission to occupy for the purposes of the Schedule hereunder the lands and premises specified in the first part of the Schedule hereunder written and has paid a sum of Rs. salami and whereas the said application has received the sanction of Government of Bihar Renewal Department letter no A/9162/S2-5363 R dated 16-7-52.

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 1952 for the term of 30 years yielding and paying therefor a clear yearly rent of Rs. 1-3-0 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.

excluding exp. 0-1-0 only

In witness whereof the said parties have hereunto set their hands and seal the day and year first above written.

Signed by X [Signature] Collector Deputy Commissioner

Signed by [Signature] Lessee.

for and on behalf of the Governor of Bihar in the presence of

in the presence of

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Khas [Signature] Tabo [Signature]

THE SCHEDULE ABOVE REFERRED TO.

PART I—SPECIFICATION OF THE HOLDING

(WITH THE TREES THEREON.) Holding no. Name of block 681 Number of plot 3574 Situation of plot On Mouza Kodarmia Thana no 333 P.S. Kodarmia Boundaries of plot as in Khatian Area of plot 0.011 acre Amount of rent assessed Rs. 1-3-0 Number of trees of each kind Nil



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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. 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 Collector or for any deterioration in the value of his holding caused by severance or for such other loss as to the Collector 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.

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 Collector 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 trees planted by him and for all buildings erected and other improvements made by him with the consent of the Collector the amount of such compensation to be fixed by the Collector 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.

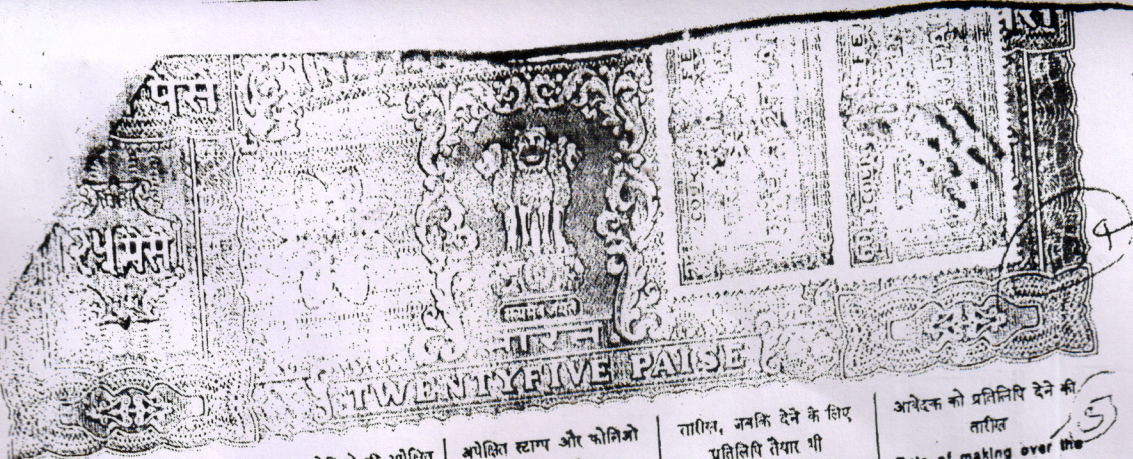
14. If three months prior to the expiration of the said term the lessee shall notify the Collector that he is desirous of taking a new lease of the said premises and shall have duly observed and performed all the terms and conditions of this lease he shall on the expiry of the term of this lease be entitled 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 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 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.

GJP—August, 51.

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प्रतिलिपि के लिए आवेदन की तारीख Date of application for the copy.	स्टाम्प और फोलियो की अपेक्षित संख्या सूचित करने की निश्चित तारीख Date fixed for notifying the requisite number of stamps and folios.	अपेक्षित स्टाम्प और फोलियो देने की तारीख Date of delivery of the requisite stamps and folios.	तारीख, जबकि देने के लिए प्रतिलिपि तैयार थी Date on which the copy was ready for delivery.	आवेदक को प्रतिलिपि देने की तारीख Date of making over the copy to the applicant.

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- (b) A permanent injunction be issued upon Defendants No. 1, 2 and 3 not to disturb the possession of the Plaintiff over the suit land. And pending the hearing an interim injunction be issued against them.
- (c) Cost of the suit be awarded to the plaintiff.
- (d) Any other relief or reliefs be given to the plaintiff which the Court <sup>deems</sup> ~~sees~~ fit and proper.

Schedule - 'A'

Plot no. 3574 Khata No. 1 of village Kodarma, District Hapur, area, .04 Acre,  
 Bounded- North- Plot no. 3575 of Debi Halwai,  
 South- Plot no. 3567 of the Plaintiff,  
 East- Public Rasta,  
 West- Plot no. 3571 of the Plaintiff.

Schedule B

Photo stat copy of the portion of the Survey Map of the suit plot.

Verification

I, Balkunth Prasad do hereby declare that the statements made above are true and correct to the best of my knowledge and belief.  
 Signed and verified at Hapur on 22.9.81.  
 Filed on behalf of the plaintiff.

Witness



*(Handwritten signature in blue ink)*  
 माकती देवी

