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THIS DEED OF LEASE executed by (1) Shri Kashi Jivdaya Vistarini Goshala aur Pashushala, Town Hall, Maidagin, Varanasi, a Society registered under the Societies Registration Act through Shri Kashi Nath Chaudhary its General Secretary (Trust Board) (2) Shri Purushottam Das Modi, General Secretary (Management Committee) of Shri Kashi Jivdaya Vistarini Goshala Aur Pashushala hereinafter referred to as the LESSOR which term unless repugnant to the context includes their successors of the One Part AND Shri Harish Chandra Vidyalaya, Varanasi, a Society registered under the Societies Registration Act through Shri Rai Govind Chandra, its President and Shri Shyam Mohan Agarwal its Secretary, (2) Shri Rai Govind Chandra President of Shri Harish Chandra Vidyalaya, Varanasi, AND (3) Shri Shyam Mohan Agarwal Secretary of Harish Chandra Vidyalaya, Varanasi, hereinafter referred to as the LESSEE which term unless repugnant to the context includes their successors, executors, and assigns of the OTHER PART.

WHEREAS SHRI Kashi Jivdaya Vistarini Goshala Aur



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Shri Kashi Nath Chaudhary
 Pashushala is a Society registered under the Societies Registration Act and Shri Kashi Nath Chaudhary is the General Secretary (Trust Board) of the Society.

Shri Kashi Nath Chaudhary
 AND WHEREAS the land detailed in the Schedule hereunder was acquired by the Lessor Society under Land Acquisition Act about which award was delivered by Land Acquisition Officer on 19.5.1958.

Shri Kashi Nath Chaudhary
 AND WHEREAS the amount of compensation was duly paid by the Lessor Society and the Agreement as required under the Land Acquisition Act was duly executed.

Shri Kashi Nath Chaudhary
 AND WHEREAS since after taking over possession over the said land the Lessor Society has been in actual possession over the same.



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AND WHEREAS the name of the Lessors Society is duly entered in the Government records.

AND WHEREAS for some time past for various reasons the income of the Lessor Society considerably dwindled with the result that it became very difficult to carry on the objects for which the Society was constituted.

AND WHEREAS Shri Harish Chandra Vidyalaya Lessee is also a Society registered under Societies Registration Act and has been running and managing various schools and colleges, including Harish Chand Degree College.

AND WHEREAS Shri Harish Chandra Vidyalaya had been in urgent need of sufficient land to fulfil its objects and therefore approached ^{and} ~~the~~ requested the Lessor

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Society to transfer the land detailed in Schedule hereunder to the Lessee Society on long term lease sothat Lessee Society Shri Harish Chandra Vidyalaya may further extend its Activities.

AND WHEREAS the Lessor Society, therefore, approached the State Government for permitting the Lessor Society to transfer the land detailed in Schedule hereunder to the Lessee Society by way of lease.

AND WHEREAS the State Government Vide G. O. No. 1644/12-E-2-78-14-3(1)/77(52) issued by Animal Husbandry Department - 2 dated Lucknow May 17th 1978, granted the necessary permission as required by the

Shri Harish Chandra Vidyalaya
6/11/78

Shri Harish Chandra Vidyalaya

Shri Harish Chandra Vidyalaya

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Section 44 - A of the Land Acquisition Act.

AND WHEREAS after receipt of the said permission the Shashak Mandal of the Lessor Society in its meeting held on 1.8.1978 resolved to transfer by way of lease all that land detailed in Schedule hereunder to Shri Harish Chandra Vidyalaya Lessee Society for a term of 99 years on receipt of premium of Rs 1,50,000/- (Rupees One Lac Fifty Thousand only) and reserving an annual rent of Rs 500/- (Rupees Five Hundred only) and in the said meeting the draft of this Indenture of Lease and terms and conditions contained herein were duly approved and Shri Kashi Nath Chaudhary, the General Secretary (Trust Board) of the Lessor Society was duly authorised to execute this Indenture of Lease for and on behalf

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of the Lessor Society and the Shashak Mandal of the Lessor Society.

AND WHEREAS Shri Harish Chandra Vidyalaya the Lessee Society also in the meeting of its Sanrakshak Mandal held on 15.7.1978 resolved to take on lease the said property on the aforesaid terms hereinafter appearing and approved the draft of this Indenture of Lease and in terms of Rule 24 of its Rules, the President and Secretary of the said Society were authorised to execute the Deed of Lease for and on behalf of Shri Harish Chandra Vidyalaya and as its President and Secretary.

NOW, THEREFORE, this Indenture WITNESSETH as follows:-

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श्रीमान् प्रोफेसर महोदय -

17/1/19
Pune

For





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1. That in consideration of the premium of
 ₹ 1,50,000/- paid by the Lessee Society to the Lessor
 Society and in consideration of the rent hereby reserv-
 -ed and covenants herein contained, the Lessor hereby
 demises to the Lessee all that plot of land measuring
 17.73 acre in village Rajnehiya Banispur ~~xxx xxxxx~~ ^{*Shyam Lal*} *Pargana Shimpur*
~~Buxar~~ ^{*Shyam Lal*} Tehsil and District Varanasi, more fully
 detailed and described in schedule hereunder TO HOLD
 the same to the Lessee from 1.1.1979 (First day of
 January One Thousand Nine Hundred and Seventy Nine)
 for the term of 99 (Ninety Nine) years.

2. The Lessor Society has received from the Lessee
 Society a sum of ₹ 1,50,000/- (Rupees One Lac Fifty
 Thousand only) through cheque No. 137082 dated
 15.1.1979 on Banaras State Bank Ltd., at the time of
 presentation of this Deed before the Sub Registrar,
 Varanasi, for its registration.

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3. That the Lessor Society has delivered actual physical possession over the demised property to the Lessee Society.

4. That the Lessee shall be entitled to use the demised property in such manner as the Lessee Society may desire. The Lessee may construct such buildings, lay out roads, fields, garden, sink well, install pumps etc., that is to say, all and what the Lessee may desire from time to time to do over the land and make use of it.

5. That the rent of Rs 500/- (Rupees Five Hundred only) per year hereby reserved shall be paid by the Lessee Society to the Lessor Society on 1st day of every succeeding year.

6. That all taxes and charges that may be required to be paid in respect of construction of any building or improvement of the demised property ^{or Land Revenue} shall be paid by the Lessee.

3. That the Lessor Society has delivered actual physical possession over the demised property to the Lessee Society.

4. That the Lessee shall be entitled to use the demised property in such manner as the Lessee Society may desire. The Lessee may construct such buildings, lay out roads, fields, garden, sink well, install pumps etc., that is to say, all and what the Lessee may desire from time to time to do over the land and make use of it.

5. That the rent of Rs 500/- (Rupees Five Hundred only) per year hereby reserved shall be paid by the Lessee Society to the Lessor Society on 1st day of every succeeding year.

6. That all taxes and charges that may be required to be paid in respect of construction of any building or improvement of the demised property ^{or Land Revenue} shall be paid by the Lessee.

7. That the demised property is free of all claims, charges, encumbrances and litigations.

8. That on the expiration of the term of 99 years

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hereby reserved, this lease is renewable at the option of the Lessee on such terms as the parties may then mutually agree.

9. That permission of the Prescribed Authority under Urban Land Ceiling Regulation Act and that of Income-tax Department under section 234 A of the Income Tax Act has been duly obtained.

10. That all costs of stamp duty, registration charges, legal charges and incidental expenses have been agreed to be borne by the Lessee Society.

11. That this lease has been executed in duplicate. The one with higher denomination stamp shall be retained by the Lessee and the other by the Lessor. For all intents and purposes both shall be treated as original.

IN WITNESS WHEREOF Shri Kashi Nath Chaudhary,
General Secretary (Trust Board) of Shri Kashi Jivadaya
Vistarini Goshala Aur Pashushala, Shri Purushottam Des
Modi, General Secretary (Management Committee) Shri
Kashi Jivadaya Vistarini Goshala Aur Pashushala, and
Shri Rai Govind Chandra, President and Shri Shyam Mohan
Agarwal, General Secretary of Shri Hariish Chandra

Shri Kashi Nath Chaudhary

*Shri Purushottam Des
Modi*

Shri Rai Govind Chandra

*Shri Shyam Mohan
Agarwal*

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Vidyalaya have executed this Indenture of Lease this
the 18th day of January in the year 1979.

Schedule above referred to.

Particulars of property leased:-

All that land

<u>Village</u>	<u>Khatsuni Khata No.</u>	<u>Khasra No.</u>	<u>Area</u>	<u>Land Revenue.</u>
<u>Rajnehiyan</u>	43	36/1	2.95½ Acre	Rs 4.91
"	43	36/2	3.65½ "	Rs 6.08
<u>Baniapur</u>	33	125/4	5.21 "	Rs 8.66
"	37	125/1	5.91 "	Rs 9.87
			<hr/> 17.73 Acre	<hr/> Rs 29.52

With all trees, shrubs, wells, structures, easements,
privileges, all and everything on and appurtenant to and
attached to the aforesaid land.

Typed by: - Ramprasad
Dated: - 27.1.1979.

Typist, Civil Court, V. Ranggi.

Witness - Raj Krishna Das

Witness - Saini Das
Witness - श्रीमती कृष्णा

मि. रामप्रसाद
श्रीमती कृष्णा
श्रीमती कृष्णा
श्रीमती कृष्णा

अधिकारी
 सहकारी कार्यालय
 नंदपुरा
 बिहार



वही 1091 दि० २१३४ के अ० ५८/६९ नं० २१६ व मु० नं० १०९८
 आ० नं० ५५ फ० २१२१ के अ० ५८/६९ नं० २१६ व मु० नं० १०९८

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श्री ० नंदपुरा के अतिरिक्त
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 अ नं० २१२१ के अ० ५८/६९
 अ नं० ५५१ अतिरिक्त
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