

**GOSSNER EVANGELICAL – LUTHERAN CHURCH
IN CHOTANAGPUR AND ASSAM**

GELC ARCHIVE

Signature: **GELC-A _ 001 _ 0995**

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BOARD OF PROPERTIES

Volume:

Running from year: till year: 1971

Content:

- **Lease document in favour of Ashajote Enterprenuers through
Jiwanlal, Main Road, Ranchi .03-11-1971**

OVER
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FILE

File No. _____

Name Board of Property

Subject _____

Serial Nos. _____ To _____

From (Months) _____ To _____

Year _____ 19 71

Mr J. Bhengra
Hd accountant (K.S.B.)
Ranchi

Board of Properties of the G.E.L.Church in Chotanagpur & Assam
Head Office: G.E.L.Church, Ranchi
P.O. Ranchi (Bihar).

Memo No. 880-82/71

Dated Khunti, 3-11-1971

To

The Chairman,
Prop. Bd., G.E.L.Church.

Subject:- Lease document in favour of Ashajote Main Road Ranchi.
Enterpreneurs through Jiwanlal Main Road Ranchi.

Dear Sir,

In reference to the subject mentioned above I am herewith sending you the true copies of the lease deed, for your information and ready reference:-

- I. True copy of Registered deed No. 14694 executed on 8th December 1970.
- II. " " " " letter No. 79/PB/70 sent to Shri Jiwanlal Prop. Ashajote enterpreneurs on 9th December 1970.
- III. " " " " letter sent to the undersigned by Jiwanlal Prop. Ashajote enterpreneurs on 10th December 1970.
- IV. " " " Agreement duly signed by Lessor and the Lessee,
- V. " " " the Registered deed of rectification

S.No. 12612
Deed No. 12077

Yours faithfully

[Signature]
Secretary, 3-11-71

Board of Properties,
G.E.L.Church, Ranchi.

Copy to 1. The Pramukh Adhyaksh, Ranchi.
2. Dr. M. Bage, Treasurer, KSS.
3. All concerned.

[Signature]
Secretary,
Board of Properties,
G.E.L.Church, Ranchi.

True copy
Sd. Illegible.
For Registrar.
22.10.71

This deed of lease is made on this 8th of Dec. 1970 Between Gossner Evangelical Lutheran Church in Chotanagpur and Assam of Ranchi of the One Part acting through its Secretary Board of Properties of Gossner Evangelical Lutheran Church in Chotanggpur and Assam Rev. Junul Topono son of late Patras Topono by religion Indian Christian, by occupation Pastoral service resident of G.E.L.Church Ranchi Police Station Lower Bazar, Ranchi, Kotwali Division Ranchi (hereinafter called the lessor) of the one Part And Messrs. Ashajote Enterpreneuers Ranchi acting through their Proprietor Sri Jiwanlall son of late Sri Narayan Das by religion Hindu by occupation business resident of Main Road Ranchi Plice station Kotwali Ranchi, District Ranchi hereinafter referred to as Lessee" of the others part the expressions" the Lessor and the Lessee shall contd (page No.2) include unless repugnant to or excluded by the subje of context of these presents their respective legal representatives, successors in interest, executors, administrators and permitted assign,

Whereas the Lessor is the absolute owner of Municipal survey plot no. 1198 ward no. V in the Town of Ranchi within the Municipality of Ranchi and is seized and possessed thereof as absolute owner, And whereas all the ~~the~~ properties of the Lessor situate at Chotanagpur and Assam including the aforesaid Municipal survey plot no. 1198 ward no. V Ranchi are looked after and managed by the Board of Properties of the Lessor and Whereas, by virtue of the resolution in the meeting of K.S.S. the highest Executive body of the G.E.L.Church held from 31.1.67 on 4.2.1967 and registered in the office of the District Sub Registrar Ranchi vide Registration rule 97/3456 on 30.3.1967 as adopted by the Lessor as well under the menorandum of the rules and regulations of the Lessor Rev. Junul Topono has been duly appointed is Secretary of the Board of Properties ~~separate in~~

contd.

of the Lessor viz contd(page no.3) all the properties separate in Assam and Chotangpur including the aforesaid municipal survey plot no. 1198 of ward no. V in the town of Ranchi and whereas Rev. Junul Topono the duly constituted attorney of the Lessor has been authorised by Lessor to grant Lease of the afforesaid to any person in such terms and conditions as Rev. Junul Topono deems proper and fit and further that the Lessor has assured and undertaken to ratify and confirm his all such acts deeds matters and things relating to Grant of lease by him to any person whomsoever And Whereeas the Lessor being desirous of leasing out some of the vacant lands comprised in M.S. plot no. 1198 of Ward no. V of Ranchi have taken a decision in the meeting of the Board to lease out pieces and parcel of land, comprised in the aforesaid M.S. Plot no 1198 intending lessees,

And whereas the Lessor has offered and the Lessee has agreed to take on lease all that piece and parcel of land fully described in the Schedule here and for greater clearencss (page no.4) clearness delineated in the map attached here to and shown in red colour therein on the terms and conditions hereinafter appeating.

Now this deed of lease witnesses and the parties here to hereby mutually agree as follow:-

1. The Lessor Leases out to the Lessee all that piece and parcel of land fully described in the schedule ~~inxxx~~ below and shown in red wash in the map annexed herewith froming part of this deed on payment of a premium of Rs. 8000/- (Rupees eight thousand) only and a monthly rent of Rs.150/- (Rupees one hundred fifty) per month the rent of a month is payable within a week of the commencement of the tent following month the lessee will hold occupy and possess the lease hold property peacefully and without any intervention hindrence of the Lessor any body claiming through or under the Lessor.

2. That the lease is for a period of ~~ninty~~ ninty nine years commencing from 8.12.70 and ending on 7.12.2069.

3. That the Lessee has his day paid the sum of Rs.8000/- (Rupees eightx thousand only) to the Lessor being the premium and a sum of Rs.1800/- (Rupees one thousand eight hundred) only being the advance rent for the year from 1.1.71 to 31.12.71 (the receipt of which Total sum of Rs.9800/- (Rupees nine thousand eight hundred)

is hereby acknowledge by the Lessor. which has paid through A/C Payee cheque H.H.C/25-437339 dated 8.12.1970 drawn on the United Bank of India Ranchi for Rs.9800/- (Rupees nine thousand eight hundred) only.

4. That the Lessee shall have the right of renewal for a further term of ninety nine years on the same terms and conditions in the deed as are mentioned but no further sum by way of premium shall be claimed by the lessor from the Lessee.

5. The leasee being so desirous will intimate the (contd. Page no.5) lessor in written atleast two months before the expiry of the lease to renew the lease for a further period of Ninety nine years and that in the event the proof of posting of such letter will be conclusive proof of the intention of the Lessee for renewal of the lease and to all interest and purposes without case the lease will be desired to have been renewal,

6. That the lessee have ~~has~~ the right to use the lease hold property in any manner he likes and shall have right to make any type of constructions, buildings or other structures and install any machinaries which may serve his purpose.

7. The Lessor hereby authorised the lessee to make use of the property thereby leased out to him as the constructions made thereon by him in any manner the lessee likes.

8. That the lessee shall pay all the monthly rent either by book or cheques,

9. That in case of expiry of the period or determination of the lease the lessee will be entitled to remove all the materials structures and constructions made thereon by him and in case of the Lessor desirous to retain them the lessor will pay such reasonable price as may be agreed upon between the parties under the then ~~present~~ prevalent circumstances.

10. It is agreed between the parties that in case or compulsory acquisition of the whole or any part of the lease hold to the compensation payable against the buildings no structures standing thereon and further the lessee

shall be entitled to proportion to reduction of ~~rate~~^x rent in proportion to the area acquired cont.(page no.6)

The property hereby leased out is believed and, shall be taken to be correctly described and if any error or omission of misstatement thereof in the description will be discovered the same shall not annul the lease and the lessor in that case shall rectify the same.

12. That be it known that this deed has been prepared in duplicate duly executed and signed by both the parties and for all purposes each of the deeds will be deemed to be the original.

Be it further known and understood that Rev. Junul Topno here, by declares that he is the only person competent to grant and execute herefor and behalf of the lessor with respect to the piece and parcel of land fully described in the Schedule unto and for any defect in any manner in his right in this regard and in case of any dispute raised by any body in regard to this lease and deed he binds himself to indemnify the lessee. the schedule hereinafter referred to :-

All that piece and parcel of land on the Main Road Ranchi being part of Municipal survey plot no. 1198 Ward no. V in the town of Ranchi measuring 4350 square feet 75 ft x 58 ft. shown in red wash in the map annexed forming part of this deed and measuring.

On the West from North to South - 75

On the East " " " " - 75

On the North " East to West - 58

On the North vacant land of the G.E.L.

On south building of Dr. B.D.Tirkey & Open land on East family quarters of Mr.B.F.Tirkey

On west Ranchi Chaibassa Road(Main Road)

contd.(page no.7) In witness whereof the lessor as lessee have executed and signed this deed on this date month and years first above written in presence of witnesses

1. Basudeo Oraon Ranchi 8.10.70

2. Madhu Sudan Prasad Choudhary Ranchi. 8.12.70

Junul Topno
8.12.70
Signature of the
Lessor for Asha-
jote, Enterpre-
nuers Sd.Jiwanla
Prop. 8.12.70

Contd.

Typed by Sri A.R.K.Prasad Sinha

Ranchi Junul Topno 8.12.70 for Ashajote Purposes

Signature of the

Sd. Jiwanlal Prop. 8.12.70 for enterprises, Lessee

Ashajote enterprises Jiwanlal Pr. 8.12.70

Junul Topno 8.12.70 for Ashajote enterprise

Sd. Jiwanlal Prop. 8.12.70 Sd. Junul Topno 8.12.70 for

Ashajote enter. Sd. Jiwanlal 8.12.70 Sd. Junul Topno 8.12.70

No.1374 dt. 8.12.70 N.J.Stamp worth Rs.500/- sold to Rev.

S. Topno only with Rs.50.5 of Sd. Illegible. 8.12.70 Ranchi

Treasury sold with no.1374 dt. 8.12.70 Sd. Illegible 8.12.70

Ranchi Treasury sold with no.1374 dt. 8.12.70 Sd. Illegible .

8.12.70 Ranchi Treasury no.14695 no.2772 ke

Copied by

Sd. K.N.Shrivastava

20.1.71

Copied by

Sd. Md. T.Khan

~~20.1.71~~ 20.1.71

True copy

Sd. Illegible.

Registering Officer

20.1.71.

11

True Copy
Board of Properties of the G.E.L.Church in Chotanagpur
& Assam, Head Office: G.E.L.Church Ranchi
P.O. Ranchi(Bihar).

Secretary: Rev. Junul Topono,
Ref: 79/PB/70

Dated 8th Decm. 1970

Shri Jiwanlal Munjal,
Prop.
Ashajote Enterprenuers,
Main Road, Ranchi.

Sub:- Lease of land of the G.E.L.Church on Main Road. .

Dear Sir,

I would draw your attention to clause-2 of page
4 of the lease document executed in your favour which reads
as below:-

" The lease is for a period of NINTY NINE YEARS commencing from 8th XII, 1970 and ending on 7.12.2069". This seems to be by typing error. Actually the period of lease agreed upon by us was for fifty years which should end on 7.12.2020.

I would as such request you to please confirm this.

Thanking you,

Yours faithfully,

Received.

Sd. Jiwanlal Munjal
9.12.70.

Sd. Junul Topno
9.12.70
Secretary Board of Properties,
G.E.L.Church, in Chotanagpur &
Assam, Ranchi-

111

True Copy

Dated Ranchi, the 10th Dec. '70

Rev. J. Topono,
Secretary Board of Properties,
of the G.E.L. Church in
Chotanagpur & Assam,
Ranchi.

Sub:- Lease of land on Main Road , Ranchi-Your No.79/PB/7
-70

Dear Sir,

I am in receipt of your letter dated the 9th December, 1970 pointing out some typing mistake in the lease deed. In fact I had offered to take lease for 99 (Ninty-nine) years wheras you had suggested a period of 50 years only and no decision was taken on the period as it was immaterial.

However, if you feel that the period of lease be reduced to fifty years at the forst instance, I have no abjection there to. I, therefore , feel there is no loss ^{to the} ~~you~~ the Church rather the Church will be benefitted by such fency ground rent every year.

Thanking you,

Yours faithfully,

For ASHAJOTE ENTERPRENUERS,

Sd. Jiwanlal

Prop. 10.12.70.

IV

This deed of agreement made this day the 18th July '71 between Rev. J. Topano son of Patras Topono Secretary Board of Properties G.E.L.Church, Ranchi hereinafter called the Lessor and Sri Jiwanlal Munjal Prop. Asha-jote enterprenuers Main Road, Ranchi herein called the lessee.

The lessee according to his letter dated 10th December 1970 is ready to reduce the period of lease to 50 years according to which the lease will terminate on 7.12.2020.

That the lease was executed on 8.12.70 theat all other terms of the Registrad lease will remain in force only the termination will be after 50 years namely 7.12.2020. After expiry renewal will be considered by the Lessor and the Lessee for further safty the area and boundary is also given in this agreement.

Sd/- Jiwanlal Munjal

18.7.71

Sd/ Junul Topono

18.7.71

contd. 2

Plot no 1198 Area 75' by 58' ft. w.N.S
G.E.L.Church Compound, Ranchi.

West.- Main Road

West - Mr. Franklins quarter.

South - Mr. Franklins shop.

North - G.E.L.Church Compound.

This agreement is typed in duplicate the original
will remain with lessor and the copy with the lessee.

Sd. Junul Topono.

18.7.71

Rev. Junul Topono

Lessor

Sd. Jiwanlal Munjal

18.7.71

Jiwanlal Munjal

Lessee.

✓

True Copy

Sd. Illegible.

For Registrar, Ranchi

Dated 28.10.71.

This deed of rectification is made this day the 27th of October 1971 between Rev. Junul Topono so of Patras Topono, Secretary Board of Properties G.E.L. Church in Chotanagpur & Assam, Ranchi herein called the Lessor Ashajote Contd 2 (Page 2) 2. Enter *premises* ~~preservers~~ Main Road, Ranchi through their proprietor Shree Jiwan Lal Munjal hereinafter called the Lessee.

That the deed was ~~not~~ registered on 8.12.1970 bearing deed No. 14694 Vol. No. 25 P.N. 22-30 years 1971 and by mistake year has been written ninty nine years The following rectifications are to be made.
That the clause 2 of page where it,

Contd.2

is ending by 7.12.2069 it should be 7.12.2020
that the lease is contd. (page 3) 3-is for 50
years only(Fifty years only)

That in clause 4 page 4 the terms of renewal
will be considered after expiry of 50 years. That
there is an agreement for correction on 18.7.71.

On the above term that premium in the that to fifty
only is written
by Pen Sd.
mentioned Sd.R.O.

original deed is Rs.8000/- (Rupees eight thousand only)
and the monthly rent is Rs. 150/- (Rupees one hundred
fifty only) could (page 4).

Ref. Junul Topno
Secretary
Bd. of Properties
G.E.L.Church, Ranchi
Sd. Junul Topno
27.10.71
Lessor.

Shree Jiwanlal Munjal
Prop. Ashajote Enterprenuers
Main Road, Ranchi.
Sd. Jiwanlal Munjal
27.10.71

Schedule of property Main Road Ranchi
M.S.Plot no.1198 Ward no.V area
4350 Sq. feet 75 ft. and 58 ft.

Schedule of
property is
written by
pen.Sd.R.O.

Witness 1. Suranjan Teru 2710 2.Sd. Jogendra
27.10.71 3. Basudeo Narain Ranchi Typed by M.Lal
Sd.Jiwanlal Munjal. Junul Topno.

Jiwanlal Munjal, Junul Topno, Jiwanlal Munjal
 Junul Topno sold with No.1171 Dt. 27.10.71
 Sd. Illegible 27.10.71 Ranchi Treasury No. 1171
 dt. 27.10.71 N.J. stamp worth Rs.200/-sold to
 Junul Topno along with Rs.200/-Rs.150/-Rs.5/-only
 Sd.Illegible 27.10.71 Ranchi Treasury no.1171 dt.
 27.10.71 Sd.Illegible 27.10.71 Ranchi Treasury
 sold with no.1171 dated 27.10.71 Sd. Illegible
 27.10.71 Ranchi Treasury

Copied and read by
 Sd/-Illegible
 Ec 20.10.71
 Ec.

Compared by
 Sd. Illegible
 28.10.71

No.12077

Stamp-200/-+ 200/- + 150/- + 5/- = 555/-

Sd. N.L.Chakravarti
 27.10.71

Sd.Q.Z.Khan
 27.10.71

A.39V
 N(a)

26-00
 3-00

79/-

Rupees Seventy nine only
 27.10.71 1030 S.M.
 at 1.30 P.M.

Rev. Junul Topno
 Patras Topno Ranchi

Upyukt Sri Reverend Junul Topno wo Sri Jiwanlal
 Munjal Pidar nam Swargiye Narayan Das Yek Pesha
 Swikar Kiya Hai unki Pahichan Sri Basudeo
 Narayan Pita ka nam Taraknath Sahay Badar thana
 Pesa yek nahi hai.

Lekhkari wo unke Pahichan ka nam Angutha ka
chhap Mukadar diya gaya.

Junul Topmo 27.10.71

Jiwanlal Minjal 27.10.71

Basudeo Narain 27.10.71

Sd. N.L.Chakravarty

27.10.71

Dist.(Zila Uper Nibandhkari)

Copied by , read by

Sd. Illegible
28.10.71

Copied by
Sd.R.O.

Sd. Illegible
28.10.71