

B.P.N. 25039/83 LRA 3 dh 19.1.1983

No P5 | su g sro Palvde

The deed under reference is signed as an agreement. By this deed, the executants 1 to 4 have taken over the properties described therein from executants- 5 to 6 on lease for mining purposes for a period of 10 years. The document evidences payment of an advance of Rs 2000/- by executants 1 to 4 in favour of executants- 5 and 6 only of which Rs 12000/- has to be adjusted towards rent, and Rs 8000 towards the cost of the construction of a road to the quarry to be laid down by executants 5 and 6 and Rs 100 has to be repaid by executants- 5 and 6 in favour of executants 1 to 4 on completion of the lease period.

The case stood posted for hearing on 29.7.86. None turned up for hearing. The Board has perused the reports and records of the case. The recital in the doc is significant.

4 ഓരോ ഭാഗത്തും ഉൾപ്പെടെ 100, 1000, 10000 എന്നീ രൂപതുകകൾക്ക്
 തൊഴിലിടങ്ങളിലെ അധികൃതർക്ക് ഉപയോഗിക്കാൻ
 സൗകര്യം ഒരുക്കുന്നതിനായി തുടർച്ചയായി പത്തു വർഷമായി
 1 മുതൽ 4 വരെ ക്രമീകരിച്ച 5-6 കി.മീ. വരെ നീളം ഉള്ളതാണ്
 പാതകൾ.

2002/00
This shows that exclusive possession of the property is given to the party hence the transaction amounts to a lease. It is also recited in the document that the lease is for a period of ten years. The document also evidences payment of an advance of Rs 20,000, out of which Rs 12,000 has to be adjusted towards rent, Rs 8,000 is adjustable towards the cost of construction of a road to the quarry to be laid down by executants 5 and 6, 100 has to be repaid. The transaction involves payment of advance and reservation of rent.

Board holds that the document is a lease for ^{rent} 12000 and advance Rs 8100, chargeable as per article 33 (a)