

1790 Noc/13/16361/2020-14653 dt 29/11/2020 1791



असम ASSAM

Admissible under Act XVI of 1899  
effectively Stamp (or exempted  
from Stamp duty) under the Indian  
Stamp Act 1899 (Act - II of 1899)  
Schedule ... L. No. 35

A 081389

A 2880.50

Sub - Registrar, Bongaigaon  
17/11/2020

*Durgeswar Roy*  
*Rheeddhilochan Kumar*  
*Chaudhury*  
CHAIRMAN  
Reiyukai Knowledge Foundation

**DEED OF LEASE**

This Deed of Lease is made on this 17<sup>th</sup> day of November, 2020  
(Two Thousand Twenty), at Bongaigaon, Assam.

BETWEEN

**Sri Durgeswar Roy, S/O Late Bhuban Ch. Roy**, by Religion-Hindu, by Nationality-Indian, by Profession-Business, resident of Renuka Bhawan, Opp. Sona Gym, Bengtol Gate, Chapaguri No. 1, under P.O. Chapaguri, P.S. Dhaligaon, in the District of Chirang, within the State of Assam, hereinafter called referred to as the Lessor (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his successor(s), administrator(s))

AND

**REIYUKAI KNOWLEDGE FOUNDATION**, a Registered Trust Body, vide Registration No. 81/1448, having its Head Office at Barpara, Opposite LIC Divisional Office, under P.O. & P.S. Bongaigaon, in the District of Bongaigaon, within the State of Assam, represented by its Chairman and Author **Sri Rheeddhilochan Kumar Chaudhury**, S/O Sri **Durgeswar Roy**, hereinafter referred to as the Lessee (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor(s), administrator(s))

WHEREAS the Lessor above-named is the sole owner and exclusive possessor of a Bari (Residential) class plot of land measuring 09 Bighas 04 Kathas 15 Lechas (133.13 Are),

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*Durgadas Ray*

*Sheelbhan kumar  
Chauhan*

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situated at Revenue Village Jelkajhar Part-II, under Revenue Circle Bongaigaon, P.S. & Dist. Bongaigaon, Assam, which is covered by Dag No. 436 of Periodic Patta No. 185.

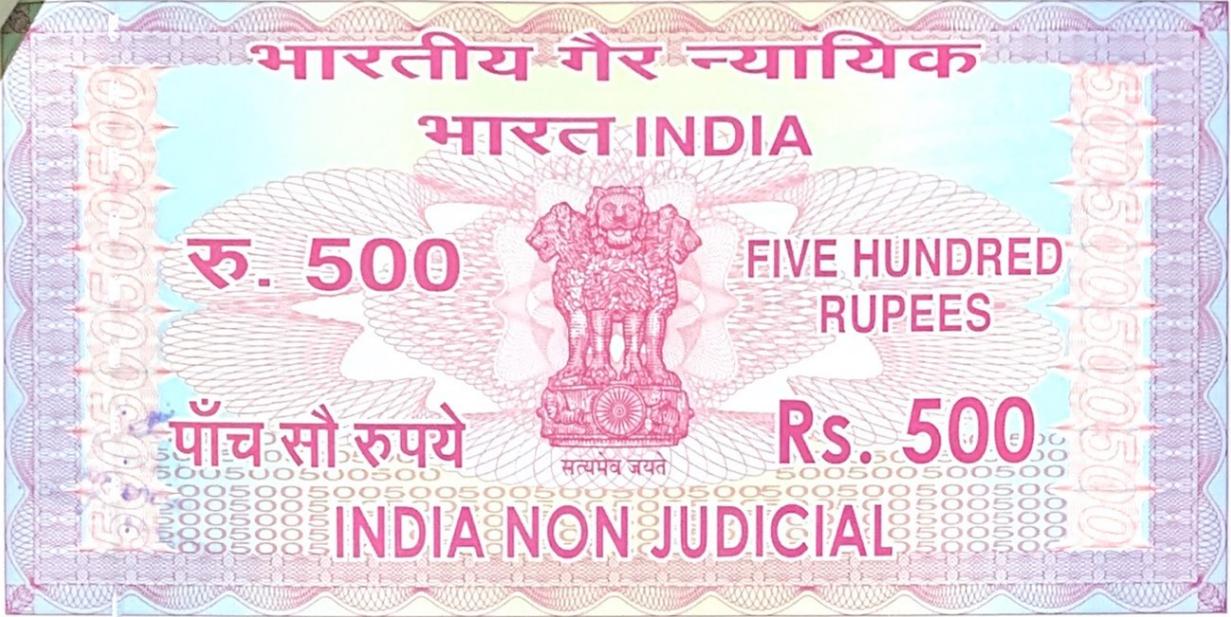
AND WHEREAS the Lessor desires to lease-out his aforesaid plot of land measuring 09 Bighas 04 Kathas 15 Lechas (133.13 Are), situated at Revenue Village Jelkajhar Part-II, under Revenue Circle Bongaigaon, P.S. & Dist. Bongaigaon, Assam, which is covered by Dag No. 436 of Periodic Patta No. 185 for running of school/educational institutions only, as such, he was in search of a suitable Lessee.

AND WHEREAS the lessee above named was also in search of a suitable plot of land to setup its school/educational institution and accepted the proposal of the lessor. Hence, this Deed of Lease Agreement is being executed by and between the parties incorporating the following terms and conditions of lease.

The detailed description of the land lease-out (demised premises) is more specifically mentioned in the schedule appended below of this deed of lease.

Now this Indenture witnesseth and the parties above-named hereby do covenant between themselves as under.

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*Subrata Ray*

*Sheetalochan Kumar*

*Choudhury*

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1. That the duration of the Lease shall be for a period of 30 (Thirty) years which shall be commenced with effect from 17<sup>th</sup> day of November, 2020 and shall be terminated on 16<sup>th</sup> day of November, 2050.
2. That the lessor has agreed that having leased at on a non-exclusive basis scheduled property, the lessee shall be entitled to use the scheduled property for the purpose of running the school/educational institution.
3. That the duration of lease period shall initially be for 30 (thirty) years and shall be commenced from 17<sup>th</sup> day of November, 2020 and shall be terminate on 16<sup>th</sup> day of November, 2050 provided that the lessor shall have the option to renew the lease for such period as may be agreed upon by both the parties.
4. That upon expiry of the lease period of 30 years is shall stand terminated and the lessee shall handover the possession of the scheduled property to the lessor on an as is where is basis.
5. That the lessee shall pay the applicable annual rent in 12 equated instalments payable by 5<sup>th</sup> of every calendar month @ Rs. 2,000/- (Rupees two thousand) per month (after deduction all taxes like TDS etc.).
6. That the lessee shall pay directly the entire electricity and water consumption charges to the concerned department without fail.
7. That the lessee shall not sub-lease or underlet the schedule property or any part thereof to any Third Party without the written consent of the lessor.

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*Surjeshwar Ray*

*Sheelishan Kumar*

*Chaudhury*

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8. That the lessee shall bear all the statutory requirements including property tax and/or any sort of taxes, statutory levies etc. and the lessor shall not liable to pay the same.
9. That the lease rent payable to by the lessee after the necessary Tax Deduction at Source (TDS) shall be paid to the lessor or his nominees.
10. That the lessor declares that he shall not in any manner whatsoever interfere or cause any sort of obstruction or objection of any nature to the lessee to run the institution/campus smoothly.
11. That the lessee shall permit the lessor, his agents or servants to enter and to inspect the schedule property at all reasonable time.
12. That the lessee shall not use the scheduled property for any illegal or immoral purpose and shall not store any inflammable or explosive substance in the scheduled property.
13. That the decision for functioning the Institution/Campus for the convenient of the lessee during the period of lease shall be solely taken by the lessee and the lessor shall not interfere in any manner with such decision.
14. That the lessee will bear the financial help to the lessor for school building construction and the said financial help will be adjusted in monthly rent.

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*Sourajyowar Roy*

*Shradhanandan Kumar*

*Chaudhary*

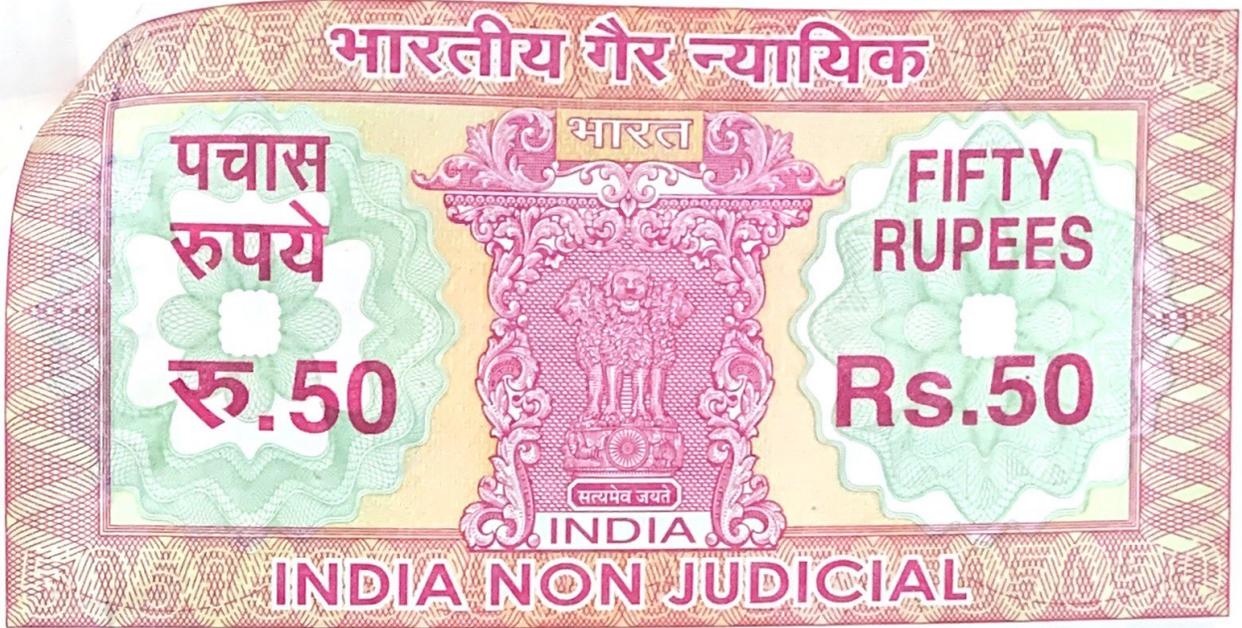
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15. That the lessee will bear all types of yearly maintenance, painting and insurance cost for building of the same campus.
16. That the lessor agrees with the lessee that the later paying the monthly rent hereby reserved and observing and performing the conditions and stipulations herein contained on the lessee's part to be observed and performed shall peacefully hold and use the said land during the period of lease without any interruption or disturbance from or by the lessor or any persons claiming by through or under him.
17. That the mere waiver of any of the rights of any of the parties shall not constitute any ground to any of the parties herein to claim breach of the contract.
18. That any differences of disputes arising out of this Lease Deed shall be amicable settled by both the parties by mutual discussion and the consultations as per the true intent and meaning of this Deed.
19. That any disputes related to the scheduled property shall be subject to the jurisdiction of the Court at Bongaigaon.
20. That this Agreement shall be binding on and shall insure to the benefit of the parties hereto, their respective heirs, successors, personal representatives and assign.
21. That this Agreement may be amended by the parties on the terms which are mutually agreed by the parties.

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*Durgadas Ray*

*Rheebhinoth Kumar*

*Chun Chury*

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22. That this Agreement shall have the effect terminating any prior agreement (s) entered into by the parties with respect to the property mentioned in the schedule of this agreement or prior agreement.

Schedule of the Tenanted premises

A plot of land measuring 09 Bighas 04 Kathas 15 Lechas, situated at Revenue Village Jelkajhar Part-II, under Revenue Circle Bongaigaon, P.S. & Dist. Bongaigaon, Assam, which is covered by Dag No. 436 of Periodic Patta No. 185. The land in question is bounded by:

**North:** Land of Sri Nakul Sarkar (since deceased) presently under the occupation of his legal heirs.

**South :** Tunia River

**East :** Railway Land

**West :** Tunia River.

Within this boundary the said plot of land measuring 09 Bighas 04 Kathas 15 Lechas, including all part and parcels thereto is located.

**Transfer of land by way of Lease vide Memo No. NOC/13/16361/2020-14651-A, dtd. 29.10.2020, issued by Addl. Deputy Commissioner, Bongaigaon.**

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**IN WITNESSES WHEREOF** the Lessor and Lessee above-named have put their respective signatures, knowing fully well the contents of the same on this Deed of Lease as a token of acceptance of the terms and conditions here-in-above mentioned on the day, month and year first above written.

*Sureswar Roy*  
Signature of the Lessor

*Rheedhilocharan Kumar Choudhury*  
Signature of the Lessee

1. Name :- *Rheedhilocharan*  
S/O :- *Sureswar Roy*  
Address :- *Bentol Gate, Chirang*

2. Name :- *Dharmaraj Roy*  
S/O :- *late - Basanta K. Roy*  
Address :- *Bhakarwite*  
*Ward No. 17 Bongaigaon*

**Drafted and prepared by:**

*Ajay K. Chauhan*  
(Advocate, Bongaigaon) 17.11.2020

CHAIRMAN  
Reiyukai Knowledge Foundation

Photograph and Finger Print of all the Parties

Document Deed Type : LEASE  
Document Registration Type : Office  
Document Reference No. 1900/2020

Picture	Name	Party/Witness Type
	Ajoy Kr Chouhan	Drafter
	Renu Ray	Identifier
	Rheeddhilochan Kr Choudhury for Reiyuki Knowledge Foundation	Lessee
	Durgeswar Roy	Lessor
	Renu Ray	Witness
	Dharma Ray	Witness