

25/1/2

Stamp Act 1898 corrected upto 1974 Schedule 14 No.

A253+

Service South 24.70

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THIS DEED OF LEASE made this 25 th day of November, Two Thousand Three.

## BETWEEN

SONARGAON HOUSING CO - OPERATIVE SOCIETY LTD., Registered Society having its office at 27, S.R.Das Road, Kolkata - 700 026, Site Office: Sonargaon, Sonarpur, South 24 Parganas, represented by its Chairman 1.

SHRI CHITTARANJAN BANDOPADHYAY son of Late Shama Charan Bandopadhyay, residing at V-26, Vivekananda Park, Kamdahari, P.O.: Caria, Kolkata - 700 084, Jt. Secretary 2. SHRI MRIDUL GHOSH son of Late Rash Behari Ghosh residing at 32, New Tollygunge, Kolkata - 700 095 and Treasurer, SHRI SIBRATA GUHA son of Late S.C.Quha, residing at 18/2/3, Banariee Para Road, Kolkata - 700 041 hereinafter called the LESSOR (which contd..P/2.



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expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors-in-interest, administrators, executors, legal representatives and assigns) of the ONE PART.

### AND

VIVEKANANDA SEVA TRUST, represented by its Secretary 1. MR. ASIM MITRA son of Late P.C. Mitra presently residing at 15B, Chimmoy Chatterjee Sarani, Kolkata - 700 055 and Trustee 2. SHRI RANOJ DASHUPTA son of Late Amritalal Dasgupta presently residing at 52, Sonargeon Housing Society, P.S. Sonarpur and having its office at 15B, Chimmoy Chatterjee Sarani, Kolkata - 700 055, site office Somargaon, Sonarpur, 24 Parganas (South) bereinafter called the LESSEE (which expression shall unless excluded by



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or repugnant to the context be deemed to mean and include its successors, successors-in-interest, administrators, executors, legal representatives and absigns) of the OTHER PART.

WHEREAS the Lessor co-operative Society as present holding School building & Durga Mondap (Auditorium) Mousa Tegharia, J.L.No. 52, under R.S.Khatian Nos. 294, 130, 122, 121, 183/121, Dag Nos. 27 and 29 within P.S. & R.S. office at Sonarpur, Dist. South 24 Paramas, as lawful owner by paying taxes and other public dues payable in respect of the said properties for and on behalf of its members. And the Lessor Society has been running a Primary School from its own building at Sonarpur, Dist. South 24 Paramas, for the the education of the local children for last several years in a demircated area of land and whereupon or part whereof the said School Building is standing thereon.

AND WHEREAS the Lessor herein is the non-profiteering trust body & doing and for action several social, education and charitable works in and arround Sonargaon Housing Co-operative Society and nearby area.

AND WHEREAS the Lessee herein for the purpose of negotiation for starting one Primary Teachers Training Institute and also for other social activities searching a suitable property within Sonarpur Area for last few months.

Co-operative Society contractor with the Lessee said Vivekananda Seva Trust and has agreed to handover the existing entire School building including bank portion to the Lessee on lease basis for the period of 50 years (Fifty year) only terester with option of remember for further pariod according to the same terms and contitions as lath loss hards below in details.

And description of the lease property is hereunder wilten in details in the schedule below and also delineated in the annexed map or plan by RED colour border. And the Lessee herein has agreed to take the said property mentioned herein below in the schedule from the Lessor on lease basis for the period above stated to run the existing primary institute and for opening the proposed parmary teachers training Institution in the said lease hold property together with for doing other social & cultural activities in the locality.

NOW by this deed of lease the Lessor do hereby grant lease to the proper mentioned hereinbelow in the schedule unto in favour of the Lessee according to the terms and conditions inter all a as follows:

- In consideration of yearly rent of is. 6000/- (Rupees six thousand only) and the Lessee's covenants hereinafter mentioned and contained the Lessor hereby demise and lease unto the Lessee and the Lessee hereby takes on rent the demarcated plot of land together with the school building is standing thereon measuring more or less 14 Cottahs which is more fully described in the schedule hereinder. Written and also delineated in the annexed map or plan by RED colour border for a period of 50 years (Fifty Years) only together with option for renewal for the another same period and the lease will be computed from the lat day of January day of 2003.
- shall take full charge of the lease property and shall run/continue the existing primary school which is within the lease hold property by taking full charge, risk and liability in its own hand without any intervention from the part of the Lessor or from any other else and the lessee further shall start the proposed primary teachers training Institute within the lease hold property and also shall act other social and cultural works in the said property as the Lessee thinks fit and proper by appointing suitable staffs and personnal.
- The Lessee shall have the liberty to make any annexed building in the said lease hold property by its own fund on obtaining approval of building plan from the local municipality. It is hereby declared that such building and structures including the existing entire school building shall at all times remain the property of the Lessee during the terms of the Lessee hereby created but immediately after the expiry of such term or on somer determination thereof and in any event on the expiry or lease period the same shall vest in and the absolute property of the Lessor who shall then be entitled to enter upon and to take possession of the same

and shall in the meantime have and possess a vested interest therein,
it being agreed that during the continuance of the tenancy hereby created
the Lessee shall not sell or mortgage or otherwise alienate the said lease
hold property or any part thereof without written consent of the Lessor.

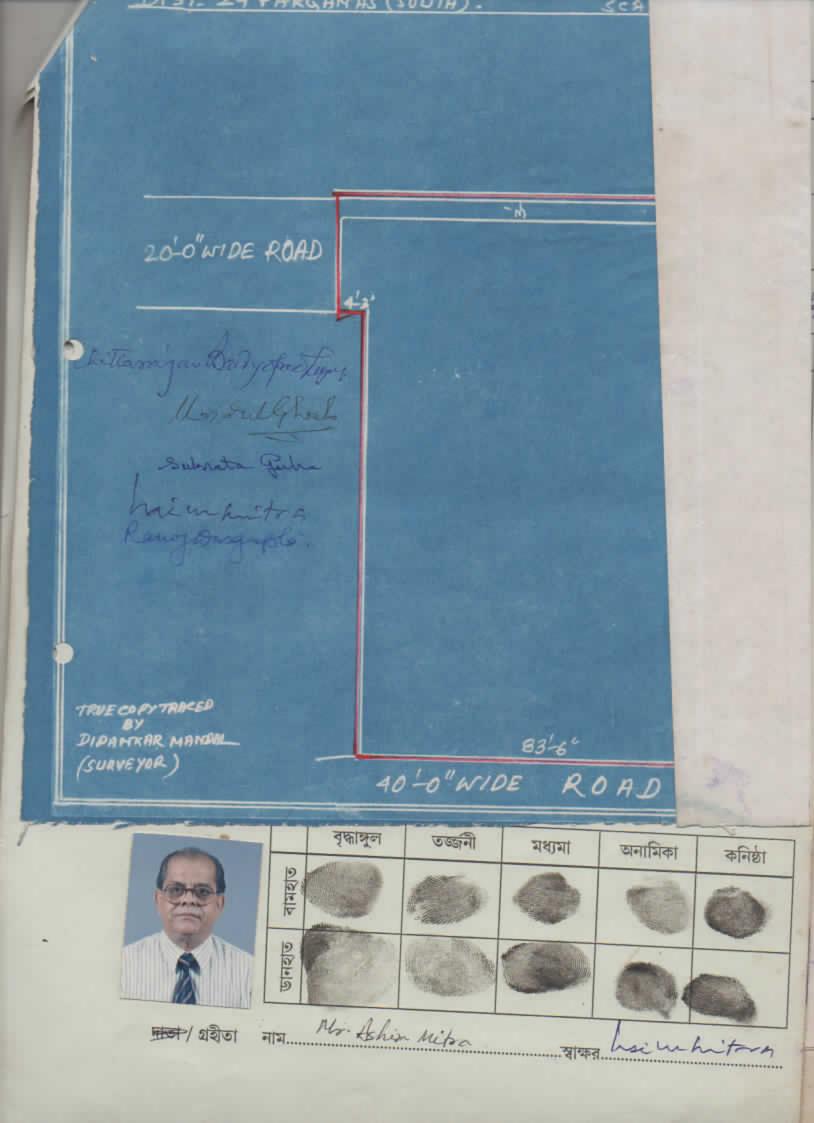
- 4. ALL taxes, rents and other outgoings whatsoever as payable in respect of the lease hold land and buildings thereon shall be paid by the Lessee alone.
- 5. The rent payable hereunder shall be paid within 10th day of each preceeding year by the Lessee and the lessor shall is see proper rent bill to the Lessee.
- 6. The Lessee shall use the lease land and building for the purpose above stated only.
- 7. The Lessee Shall pay rent in each month to the Lessor without any single default. And the Lessor shall have the liberty to take proper legal action against the Lessee for non-payment of yearly rent.
- The Lessee shall maintain the lease hold property together with all minor and major repairing by its own costs and expenses without claiming any demand from the lessor or any part of expenses and nor the same shall be adjusted with the yearly rent in any way.
- 9. The Lessee shall be liable for any damages of lease hold property to the Lessor.
- 10. The Lessee shall have the liberty to apply for grant or for any ginancial assistance from the Govt.of India or from state Govt. of West Bengal for the purpose of smooth running of the Institution.

- 11. The Lessee shall permit the Lessor or its duly authorised agent or agents to enter the lesse premises at all convenient times for periodical inspection of the same except when any examination or seminar or function is being held therein.
- 12. That before expiry of the terms of present lease, the lesses minimum before one month, shall apply in writing for further renewal of lease to the Lessor.
- 13. That after expiry of the lease, the lesses shall handover peoceful vacant possession of the lease hold property to the Lessor in good repairing condition without making any damage.

#### SCHEDULE

(Description of lease hold property hereby granted)

ALL THAT the piece or parcel of land measuring more or less 14 Cottahs whereupon or part whereof one school building is standing thereon appertaining to Mousa Techaria, J.L.No.52 Khatian Nos. 294, 130, 122, 121, 183/121 Dag Nos. 11, 27 & 29, P.S. Sonarpur, District South 24 Parganas, and which is shown and delineated in the annexed map or plan by RED colour border.



# দাখিলকারক ও দাতা ঃ



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IN WITHESSES WHEREOF the parties herein have set and subscribed their respective hands and seals on the day, month and year first above written.

Witnesses :-

2.

1. Snodal Ray a Chrody

1. Chille bay a Buryofall pry

2. Undulghah

3. Subrata Gala

Signature of the Lessor

1. hain hitra

2. Rang Braguela.

Drafted by me :-

Alipanne M. Sangue Wigner & Song Surva

Typed by me :- flan Kr. Shartma,