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Letter No. NOC/06/8356/2018-7551, Date-03-01-2019 AND NOC/06/4891/2018-7975, Date-01-03-2019
 of office of the Deputy Commissioner, Nalbari District, Assam

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3/10/19

LEASE DEED

Dr. Subhankar Borah (Sadr)
 Nalbari

THIS DEED OF LEASE IS MADE ON THIS 03rd DAY OF JUNE, 2019

BETWEEN

Fr. James Vodakil, Age 51 Yrs., S/O-Abraham Vodakil (father) & Mariamma Vodakil (mother), resident of Bongaigaon, P.S & Dist-Bongaigaon, Assam, hereinafter called the **LESSOR/1st Party** (which expression unless and otherwise contrary or repugnant to the context and meaning made herein, include his successors, representatives, assigns, attorneys) of the **ONE PART**.

AND

Fr. Johney Kochukulathigal Varkey, Age-52 Yrs., PAN-CUPPK9558J, S/O-Varkey Kochukulathigal Augusty, resident of Chapaguri, P/S-Dhaligaon, Dist-Chirang, Assam, PIN-781380, representing **ST. MARY'S ENGLISH SCHOOL, Panigaon**, situated at Village-Panigaon, P.O.-Panigaon, Dist-Nalbari, Assam, hereinafter called the **LESSEE/2nd Party** (which expression unless and otherwise contrary or repugnant to the context and meaning made herein, include its successors, representatives, assigns, attorneys) of the **OTHER PART**.

Drafted by
 Jayaram Borah
 Advocate

Fr. James Vodakil
 Fr. Johney Kochukulathigal Varkey



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WHEREAS the LESSOR is the absolute owner and possessor of following plots of land, more specifically described in the schedule below, situated at Village-Panigaon, Circle-Paschim Nalbari, Mauza-Pakowa under Nalbari District of Assam.

AND WHEREAS, the above LESSOR is desirous to lease out the aforesaid plots of land on annual rent basis.

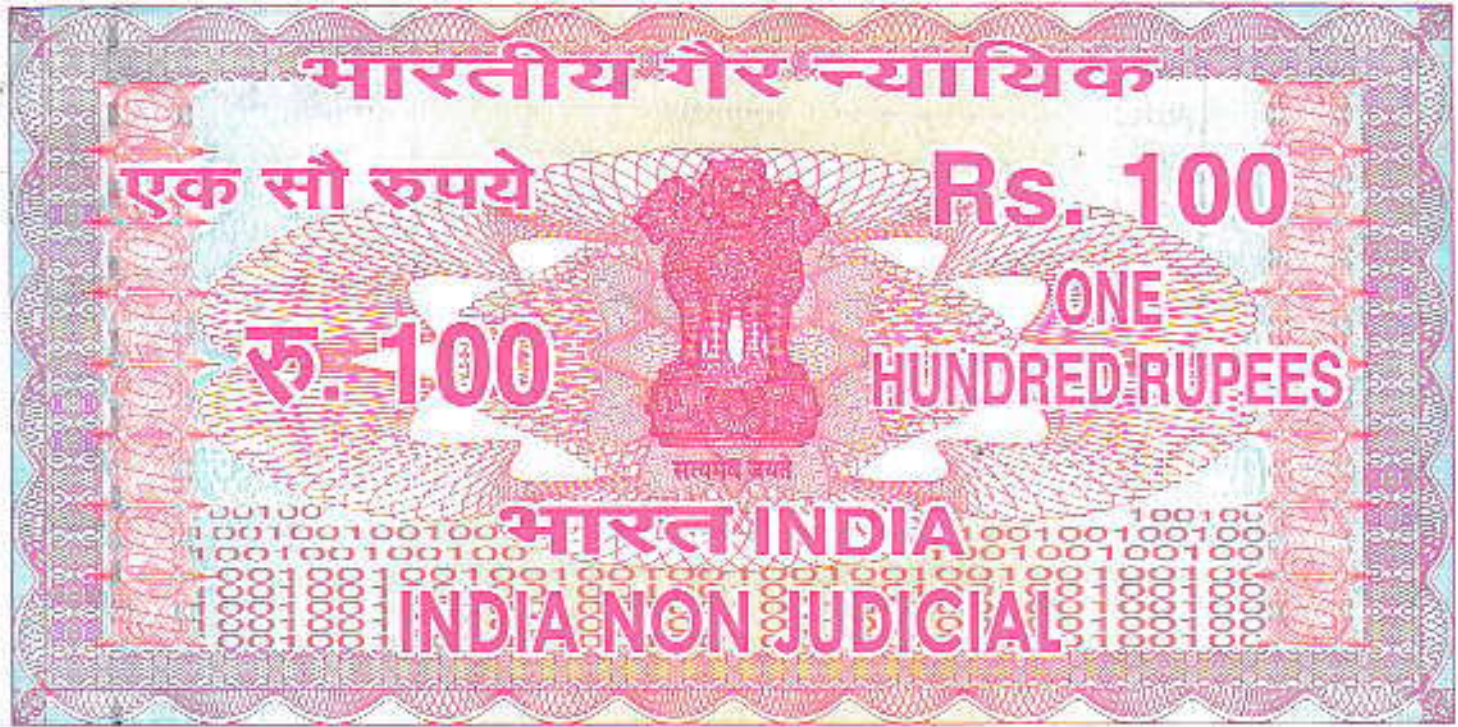
AND WHEREAS, THE LESSEE, representing **ST. MARY'S ENGLISH SCHOOL, PANIGAON**, being in need of suitable premises for the purpose of establishing an educational institution has requested the first party for leasing the said plots of land, and the LESSOR agrees to lease out the said plots of land to the LESSEE for a period of 33 years upon terms and conditions herein mentioned:

- 1) In consideration of a annual rent of Rs.5,000/- (Rupees five thousand) only and the lessee's covenants hereinafter mentioned and contained, the LESSOR hereby demise and lease unto the lessee and LESSEE hereby takes on lease the plot of land measuring 9B-2K-2L for a period of 33 (thirty three) years from 01-01-2018.
- 2) That, the annual rent of the leased property will be increased by 10% after expiry of every 10 years.
- 3) Immediately on the execution of this agreement, the LESSEE, with due permission from the government authorities, may construct suitable rooms on the said land. It is hereby declared that such rooms and structures shall at all times remain the property of the LESSEE during the term of the lease period hereby created but immediately on the expiration of such term and on sooner determination thereof the same shall vest in and become the absolute property of the Lessor subject to the payment of compensation of

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the property. If the lessor does not pay the required compensation amount mutually agreed, the lessee will remove the structures on his own cost and the same will be the property of the lessee. That, during the continuance of the lease hereby created the LESSEE shall not sell or mortgage or otherwise alienate the land and structure or materials thereof.

- 4) All taxes which are now payable by the LESSOR such as land revenue, property tax shall be paid by the LESSOR but all other taxes which may hereafter be levied by any authority as payable in respect of the said land or building thereof shall be paid by the LESSEE.
- 5) The rent hereunder shall be paid in advance every year by the LESSEE to the LESSOR on or before the 10th day of January each year.
- 6) If default is made in the payment of the rent for any three years, then on each such default it shall be lawful for the LESSOR to eject the LESSEE from the land provided that a notice in writing shall be given by the LESSOR to the LESSEE of his intention to take possession thereof.
- 7) The LESSEE shall permit the LESSOR or his duly authorized agent to enter the premises at all convenient times for periodical inspection of the same.
- 8) Subject to the fulfillment of the terms and conditions of these presents, the LESSEE will have the option to extend the lease for further period.
- 9) The lessee shall not under let or sub-let any part of the leased premises without written consent of the LESSOR.
- 10) That, LESSEE shall keep the rented premises in a good hygienic condition and shall not store any inflammable or combustible goods in the said premises or allow any illegal activities in the premises.

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SCHEDULE

- A. A plot of AL Class land measuring 3 Bigha 2 Katha 14 Lessa situated at Village-Panigaon, Circle-Paschim Nalbari, Mauza-Pakowa, P.S.-Belsor, Dist.-Nalbari, Assam covered by Kharaj Myadhi Patta No.546, Dag no.537 bounded by:
North-Ranjan Deka,
South-Keshab Deka,
East-Jiliki Deka,
West-Road.
- B. A plot of AL Class land measuring 2 Bigha 3 Katha 14 Lessa situated at Village-Panigaon, Circle-Paschim Nalbari, Mauza-Pakowa, P.S.-Belsor, Dist.-Nalbari, Assam covered by Kharaj Myadhi Patta No.546, Dag no.561 bounded by:
North-Ranjan Deka,
South-Keshab Deka,
East-Jiliki Deka,
West-Road.
- C. A plot of AL Class land measuring 03 Katha 05 Lessa situated at Village-Panigaon, Circle-Paschim Nalbari, Mauza-Pakowa, P.S.-Belsor, Dist.-Nalbari, Assam covered by Kharaj Myadhi Patta No.546, Dag no.571 bounded by:
North-Ranjan Deka,
South-Keshab Deka,
East-Jiliki Deka,
West-Road.
- D. A plot of AL Class land measuring 01 Bigha situated at Village-Panigaon, Circle-Paschim Nalbari, Mauza-Pakowa, P.S.-Belsor, Dist.-Nalbari, Assam covered by Kharaj Myadhi Patta No.546, Dag no.537 bounded by:
North-Ranjan Deka,
South-Keshab Deka,
East-Jiliki Priya,
West-Road.
- E. A plot of AL Class land measuring 01 Bigha situated at Village-Panigaon, Circle-Paschim Nalbari, Mauza-Pakowa, P.S.-Belsor, Dist.-Nalbari, Assam covered by Kharaj Myadhi Patta No.546, Dag no.561 bounded by:
North-Ranjan Deka,
South-Keshab Deka,
East-Jiliki Priya,
West-Road.
- F. A plot of AL Class land measuring 02 Katha 09 Lessa Bigha situated at Village-Panigaon, Circle-Paschim Nalbari, Mauza-Pakowa, P.S.-Belsor, Dist.-Nalbari, Assam covered by Kharaj Myadhi Patta No.546, Dag no.571 bounded by:
North-Ranjan Deka,

Pradip Kumar Das

Pradip Kumar Das

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South-Keshab Deka,
East-Jiliki Priya,
West-Road.

IN WITNESSES WHEREOF the parties put their signatures this 3rd day of June,
2019 at Nalbari, Assam.

WITNESSES:

1) Ganuv Bata
Add - Barana Road, w/d-8.
P O & P.S - Nalbari.

2) Hemanta Karibata

Address - Vill - Niz - Bahjiri
Dist + P.S - Nalbari
































Ganuv Bata
SIGNATURE OF LESSOR

Hemanta Karibata
SIGNATURE OF LESSEE

Drafted by
Ganuv Bata
Advocate

Photograph and Finger Print of all the Parties

Document Deed Type : LEASE
Document Registration Type : Office
Document Reference No. 1268/2019

Picture	Name	Party/Witness Type	Thumb	Index	Middle	Ring	Little
	Goutam Barman	Drafter					
	Gaurav Baba	Identifier					
	Fr Johney Kochukulathigal Varkey representing St Marys Eng School	Lessee					
	Fr James Vodakil	Lessor					
	Gaurav Baba	Witness					
	Hemanta Kaibarta	Witness	