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D.5762

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000



सत्यमेव जयते

INDIA



पश्चिम बंगाल WEST BENGAL

C 301643

Certified that the document is admitted to registration. The signature sheet and the endorsement sheets attached to this document are the part of this document.

*Balla*

Additional Dist Sub-Registrar  
Rajgani, Jalpaiguri

03 DEC 2018

*Sonam Chundup Lama*

*Debabrasad Sshar*

DEED OF LEASE

*[Handwritten mark]*

Contd ..... P/2

*[Signature]*  
Manager

Himalayan Buddhist Cultural School  
Salugara

*[Signature]*  
Principal

Himalayan Buddhist Cultural School  
Salugara, Jalpaiguri-734008  
Estu-1996







::3::

Sonam Lhundup Lama

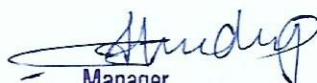
Debaprasad Bhar

**HIMALAYAN BUDDHIST CULTURAL ASSOCIATION**, a society registered under the societies Act- XXVI of 1961, bearing No- S/84250 of 1996-97, having its office at Buddha Kendra, Kalchakra Mandir, (Phodang), Salugara, Post Office- Salugara, Police Station- Bhaktinagar, District- Jalpaiguri, represented by its secretary, Shri Sonam Lhundup Lama, son of Late Tshering Lama, resident of Salugara Bazar, Post office- Bhaktinagar, Dist- Jalpaiguri, hereinafter called the **LESSOR** (which expression shall mean and include unless excluded by or repugnant to the context shall include its successors, and assigns) of the **ONE PART**.

AND

**HIMALAYAN BUDDHIST CULTURAL SCHOOL**, having its office at Buddha Kendra, Kalchakra Mandir, (Phodang), Salugara, Post Office- Salugara, Police Station- Bhaktinagar, District- Jalpaiguri, represented by its secretary (Principal), the School Managing Committee, Sri Debaprasad Bhar, son of Late Gour Chand Bhar, resident of Indirapalli, Post office- Kadamtala, Police Station- Matigara, Dist- Darjeeling, hereinafter called the **LESSEE** (which expression shall mean and include unless excluded by or repugnant to the context shall include its successors, and assigns) of the **OTHER PART**.

Contd ..... P/4

  
Manager  
Himalayan Buddhist Cultural School  
Salugara

  
Principal  
Himalayan Buddhist Cultural School  
Salugara, Jalpaiguri-734008  
Estd-1996

::4::

Sonam Kundu

Debabrasad Saha

WHEREAS the "Lessor" of this Deed, "**Himalayan Buddhist Cultural Association**", represented by its patron Holiness Dalai Lama, Thekchen Choeling, purchased the land measuring 61 (sixty one) kathas 14 (fourteen) chhataks, comprised in khatian no- 81, appertaining to plot No- 85/274, J. L. No-2, Sheet No-3, Mouza- Dabgram, Pargana- Baikunthapur, P.S- Bhaktinagar, Dist- Jalpaiguri, from (1) Raj Kumar Bansal, s/o Sri Bansidhar Bansal, resident of Nehru Road, Khalpara, P.O. & P.S- Siliguri, Dist- Darjeeling and (2) Sri Keshorilal Bansal, S/o Sri Ram Kumar Bansal, resident of Milanpally, P.O. & P.S- Siliguri, Dist- Darjeeling by virtue of Deed of conveyance, being No- I-3115, dated- 27/06/2002 (Book No-I, Volume No- 37, Page No- 385 to 392) which was registered at the office of the District Sub-register, Jalpaiguri.

AND

WHEREAS from the date of purchase of the above mentioned land, the Lessor of this deed, "Himalayan Buddhist Cultural Association" has been occupying and enjoying the said land with full right title and interest along with physical possession thereon and also has been paying ground Tax to the Government of West Bengal and the Lessor has constructed 3 (three) storied building, total measuring about 9,000 (nine thousand) square feet, each floor measuring about 3,000 (three thousand) square feet, on the land, more particularly described in the schedule below.

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Manager

Himalayan Buddhist Cultural School  
Salugara

  
Principal

Himalayan Buddhist Cultural School  
Salugara, Jalpaiguri 721 120  
West Bengal



::5::

AND

Suman Mundrap Sharma

Debabrasad Mishra

WHEREAS the lessee of this Deed, has approached the lessor to give lease the total land measuring about 61 (sixty one) kathas 14 (fourteen) chhataks, along with 3 (three) storied building, total measuring about 9,000 (nine thousand) square feet, each floor measuring about 3,000 (three thousand) square feet, standing thereon as particularly described in the schedule below with a yearly rental basis of Rs. 8,000/- (Rupees eight thousand) only.

AND

WHEREAS the lessor of this Deed has accepted the said proposal of the lessee and has agreed to lease out the total land measuring about 61 (sixty one) kathas 14 (fourteen) chhataks, along with 3 (three) storied building, total measuring about 9,000 (nine thousand) square feet, each floor measuring about 3,000 (three thousand) square feet, standing thereon as particularly described in the schedule below with a yearly rental basis of Rs. 8,000/- (Rupees eight thousand) only for a period of 30 (thirty) years.

NOW THIS INDENTURE WITNESSETH THAT, in pursuance of the aforesaid offer and acceptance, the lessor and lessee have entered in to the following terms and conditions to avoid the future disputes and differences.

Contd ..... P/6

ANV

  
Manager  
Himalayan Buddhist Cultural School  
Salugara

  
Principal  
Himalayan Buddhist Cultural School  
Salugara, Jalpaiguri-734008  
Estd-1996

::6::

**TERMS & CONDITIONS**

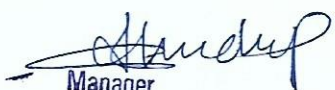
Sonam Bhudrup Jamo


Debabrasad Saha

1. That this lease shall be commenced with effect from the 3<sup>rd</sup> day of December 2010 and shall continue for the period of 30 (twenty) years.
2. That the lessee shall pay the annual rent of Rs. 8,000/- (Rupees eight thousand) only by cash or cheque to the lessor within first month of each succeeding year as per English calendar.
3. That the lessee shall not be entitled to make alteration, addition and modification of the property, described in schedule below, according to his necessities and desires without the prior consent of the lessor.
4. That the lessee shall be entitled to build pucca structure at his own cost on the below schedule property in accordance with the rules and bye-laws and regulations of the Municipal Corporation and after expiry of the terms of the lease, the lessor will have option to take the said structure after paying the market value for the same.
5. That the lessee will be bound to hand over the peaceful possession of the below schedule property in favour of the lessor after expiry of the stipulated period of this agreement and also the lessee shall not demand any amount or any consideration as a condition of vacating the below schedule property in question.

Contd ..... P/7

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2011

  
Manager  
Himalayan Buddhist Cultural School  
Salugara

  
Principal  
Himalayan Buddhist Cultural School  
Salugara, Jalpaiguri-734008  
Estd-1996



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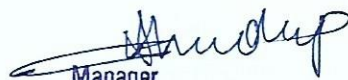
Suman Kundupera

Debabrata Bishar

6. That the lessee shall be liable to pay all rates and taxes and also any other charges whatsoever levied by any other local, provincial or central or any other authority for the land and building as described in the schedule below.
7. That the lessee shall use the below schedule property only as school premises and the lessee shall not sub-let any part, transfer or assign the possession of the property to any person without written consent of the lessor.
8. That the lessee shall not be allowed to keep or store any inflammable articles or any contrivance goods inside the below schedule property and also the lessee shall keep the property in habitable conditions and shall not damage or destroy the property.
9. That the lessee may hold and enjoy the demised property during the subsistence of the lease without any unlawful interruption by the lessor.
10. That the lessee is entitled to take the electric connection in his own name with the consent of the lessor and shall pay the electric consumption charges to the proper authority concern.
11. That any of the parties (i.e. lessor or lessee) is at liberty to terminate this agreement of lease before expiry of 30 (thirty) years, but in that case, any of the parties shall give notice in writing of his/her such

Contd ..... P/8



  
Manager  
Himalayan Buddhist Cultural School  
Salugara

  
Principal  
Himalayan Buddhist Cultural School  
Salugara, Jalpaiguri

::8::

Sonam Dendupla

Debasadas 93-hare

intention at least 6 (six) months prior to the date of such termination of this agreement of lease.

12. That both the parties are aware of their respective rights and liabilities so for this agreement of lease is concerned and shall be faithful to each other and shall not do any acts deeds in contravention of the terms and conditions as agreed upon by and between the parties by this agreement of lease.


13. That the disputes and differences if arise in future between the lessor and lessee of this deed of lease shall be mutually settled without the intervention of the court of law and in failure the matter may referred to the appropriate court of law.

## S C H E D U L E

All that peace and parcel of total land measuring about 61 (sixty one) kathas 14 (fourteen) chhataks, along with 3 (three) storied building, total measuring about 9,000 (nine thousand) square feet, each floor measuring about 3,000 (three thousand) square feet, standing thereon, recorded in hall khatian No- 81, appertaining to plot No- 85/274, hall sheet No-3, J.L. No-2, Mouza- Dabgram, Pargana- Baikunthapur, Ward No- 42 of Siliguri Municipal Corporation, P.S- Bhaktinagar, Dist- Jalpaiguri, and the said land is butted and bounded as follows:-

Contd ..... P/9

  
Manager  
Himalayan Buddhist Cultural School  
Salugara

  
Principal  
Himalayan Buddhist Cultural School  
Salugara, Jalpaiguri-734008  
Estd-1996



::9::

By the North – Kalchakra Temple and plot No-278

By the South – land of plot No-86

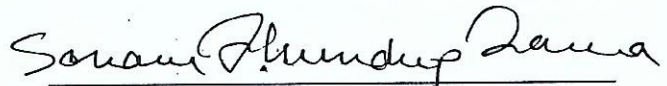
By the East – 32' wide Pucca Road

By the West – land of sheet No-5

IN WITNESSES WHEREOF, both the Parties (Lessor and lessee) have set and subscribed their respective hands on this the deed of lease, on the day, month and year first above written.

WITNESSES: -

1. Sanu Rai  
D/o Late Sanu Rai  
C/o Gopal Gurung  
P.O Salugara Bazaar  
P.S. Bhaktinagar  
Dist: Jalpaiguri - 734008

  
(SIGNATURE OF THE LESSOR)

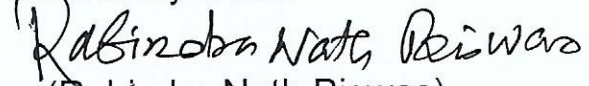
Sanu Rai  
General Secretary,  
Himalayan Buddhist Cultural Association  
Salugara Bazaar, Jalpaiguri-734008, Dist. (W.P.)


Debabrasad Bhar  
(SIGNATURE OF THE LESSEE)


2. Indira Thapa.  
Wife of Shamsheer Thapa.  
C/o. P. D. Lama.  
P.O. Salugara Bazar.  
P.S. Bhaktinagar  
Dist: Jalpaiguri.

Himalayan Buddhist Cultural School  
Salugara, Jalpaiguri-734008  
Estd-1996

Drafted by me and Computer  
Print in my Office


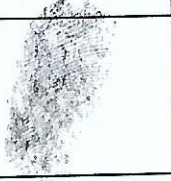


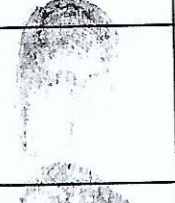






  
(Rabindra Nath Biswas)  
Advocate / Siliguri  
Enrolment No- F-685/456/1995

  
Manager  
Himalayan Buddhist Cultural School  
Salugara

  
Principal  
Himalayan Buddhist Cultural School  
Salugara, Jalpaiguri-734008  
Estd-1996

EXECUTANT SHEET

( LESSOR )

|   |            | Thumb   | Fore Finger   | Middle Finger  | Ring Finger   | Little Finger   |
|---|------------|---|---|--|---|---|
|  | Left Hand  |  |  |  |  |  |
|   | Right Hand |  |  |  |  |  |

Sonam Munday Jamg

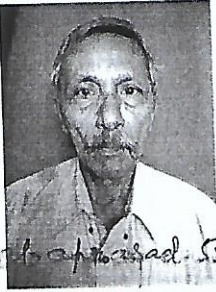








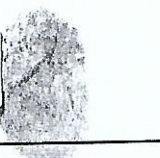

Sonam Munday Jamg

Sonam Munday Jamg

Signature with date

CLAIMANT SHEET

( LESSEE )

|   |            | Thumb   | Fore Finger   | Middle Finger  | Ring Finger   | Little Finger   |
|---|------------|---|---|--|---|---|
|  | Left Hand  |  |  |  |  |  |
|   | Right Hand |  |  |  |  |  |


Debaprasad Schar

Debaprasad Schar

Debaprasad Schar

Signature with date

  
Manager  
Himalayan Buddhist Cultural School  
Salugara





  
Principal  
Himalayan Buddhist Cultural School  
Salugara, Jalpaiguri-734008  
Estd-1996



**Government of West Bengal**  
**Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue**  
**Office of the A. D. S. R. RAJGANJ, District- Jalpaiguri**  
**Signature / LTI Sheet of Serial No. 05311 / 2010, Deed No. (Book - I , 05762/2010)**  
Signature of the Presentant

| Name of the Presentant  | Signature with date                              |
|-------------------------|--|
| Shri Sonam Lhundup Lama | <i>Sonam Lhundup Lama</i><br>6970<br>03 DEC 2010 |

II . Signature of the person(s) admitting the Execution at Office.

| Sl No. | Admission of Execution By   | Status | Photo   | Finger Print   | Signature                         |
|--------|---|--------|---|--|-----------------------------------|
| 1      | Sonam Lhundup Lama<br>Address -Salugara Bazar,<br>Thana:-Bhaktinagar,<br>District:-Jalpaiguri, WEST<br>BENGAL, India, P.O.<br>:-Bhaktinagar | Self   |    | <br>LTI   | <i>Sonam Lhundup Lama</i><br>6970 |
|        |   |        | 03/12/2010  | 03/12/2010   |                                   |
| 2      | Debaprasad Bhar<br>Address -Indirapalli,<br>Thana:-Matigara,<br>District:-Darjeeling, WEST<br>BENGAL, India, P.O.<br>:-Kadamtala            | Self   |  | <br>LTI | <i>Debaprasad Bhar</i><br>6971    |
|        |   |        | 03/12/2010  | 03/12/2010   |                                   |

**Name of Identifier of above Person(s)**  
Saru Rai  
Salugara Bazar, Thana:-Bhaktinagar,  
District:-Jalpaiguri, WEST BENGAL, India, P.O.  
:-Salugara Bazar

**Signature of Identifier with Date**

*Saru Rai*  
03/12/2010



*Sonam Lhundup Lama*  
**Manager**  
Himalayan Buddhist Cultural School  
Salugara

*Principa*  
**Principa**  
Himalayan Buddhist Cultural School  
Salugara, Jalpaiguri-734008  
Estd-1996

*Narayan Chandra Saha*  
**Additional Dist Sub-Registrar**  
Rajganj, Jalpaiguri  
03 DEC 2010

**(Narayan Chandra Saha)**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
Office of the A. D. S. R. RAJGANJ





Government Of West Bengal  
Office Of the A. D. S. R. RAJGANJ  
District:-Jalpaiguri

Endorsement For Deed Number : I - 05762 of 2010  
(Serial No. 05311 of 2010)

On

Payment of Fees:

On 03/12/2010

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 35(a) of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount By Cash

Rs. 165/-, on 03/12/2010

( Under Article : ,A2(a) = 165/- on 03/12/2010 )

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 13.22 hrs on :03/12/2010, at the Office of the A. D. S. R. RAJGANJ by Shri Sonam Lhundup Lama ,Executant.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 03/12/2010 by

1. Shri Sonam Lhundup Lama  
Secretary, Himalayan Buddhist Cultural Association, Buddha Kedra, Kalchakra Mandir,  
Thana:-Bhaktinagar, District:-Jalpaiguri, WEST BENGAL, India, P.O. :-Salugara .  
, By Profession : Business
2. Sri Debaprasad Bhar  
Managing Committee, Himalayan Buddhist Cultural School, Buddha Kendra, Kalchakra Madir ( Phodang )  
Salugara, Thana:-Bhaktinagar, District:-Jalpaiguri, WEST BENGAL, India, P.O. :-Salugara .  
, By Profession : Business

Identified By Saru Rai, daughter of Late Sanu Rai, Salugara Bazar, Thana:-Bhaktinagar,  
District:-Jalpaiguri, WEST BENGAL, India, P.O. :-Salugara Bazar , By Caste: Hindu, By Profession:  
Others.



( Narayan Chandra Saha )  
ADDITIONAL DISTRICT SUB-REGISTRAR

Additional Dist Sub-Registrar  
Rajganj, Jalpaiguri  
03 DEC 2010

( Narayan Chandra Saha )  
ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 1 of 1

03/12/2010 14:42:00

Principal  
Himalayan Buddhist Cultural School  
Salugara, Jalpaiguri-734008  
Estd. 1996



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 16  
Page from 293 to 307  
being No 05762 for the year 2010.



*Narayan Chandra Saha*  
Additional Dist. Sub-Registrar  
Rajganj, Jalpaiguri

03 DEC 2010  
(Narayan Chandra Saha) 03-December-2010  
ADDITIONAL DISTRICT SUB-REGISTRAR  
Office of the A. D. S. R. RAJGANJ  
West Bengal



*Manager*  
Manager

Himalayan Buddhist Cultural School  
Salugara

*Principal*  
Principal

Himalayan Buddhist Cultural School  
Salugara, Jalpaiguri-734008  
Estd-1996