

NO 1306 year 2005 Stamp Rs. 500x2+100+50+20
= 1170/- five sheets

DEED OF LEASE

Admissible under Act XVI of 1908 Correct
stamped/exempted from stamp duty under the
Indian Stamp Act 1893 (Act II of 1893)
amended by the Assam Stamp (Amendment) Act
1920 Schedule..... No 35(a) (v)
Tezpur.

A 450¹⁰
5.0
R 455⁰⁰

Self R Baruah
Sub-Registrar Tezpur
17/6/05

To Be a True Copy
Senior Sub-Registrar
Tezpur
18/6/05

Self Bankim Baruah.
Self Golok Baruah.
Chandramon on behalf of Mr.
Ramesh Chandra Educational
Tezpur, Assam.

THIS DEED OF LEASE is made on this 17th day of June, 2005 at Senior Sub-Registry Office, Tezpur P.O. & P.S. - Tezpur, Mouza- Mohabhairab, Dist- Sonitpur, Assam.

BETWEEN

SRI BANKIM BARUAH S/O late Golok Barua, aged about... 54... Years, by caste Hindu, by religion Hinduism by profession Social Work & Teaching, residing at Swahid Bakori, Mazgaon, Mouza- Bhairabpad, P.O & P.S. - Tezpur, Dist- Sonitpur, Assam, HEREINAFTER CALLED THE LESSOR (which expression shall unless it to be repugnant to the context or meaning thereof be deemed to include his/her/their heirs, executors, administrators, successors in office and assigns) OF THE ONE PART

B. Revenue

2012
17/6/05

Sri D.D. Sutadhar
Stamp Vender
Tezpur Court

3-50
Presented for Registration at Sri/Smt
On the 17th day of June / 2005
Senior Sub-Registry Office, Tezpur

by Shri... Bankim Baruah
S/O Shri... Golap Baruah
Vill... ... Baruah
P.S... ... Baruah, Margaoz
Dist... ...

Sr. Sub-Registrar, Tezpur, Sonitpur
17/6/05

self Bankim Baruah

Execution is admitted by

3646

Shri Bankim Baruah
and Shri Golap Baruah

self Bankim Baruah

3647

Shri Sribyati Baruah
Shri Loknath Baruah
Boman Chohan, Margaoz

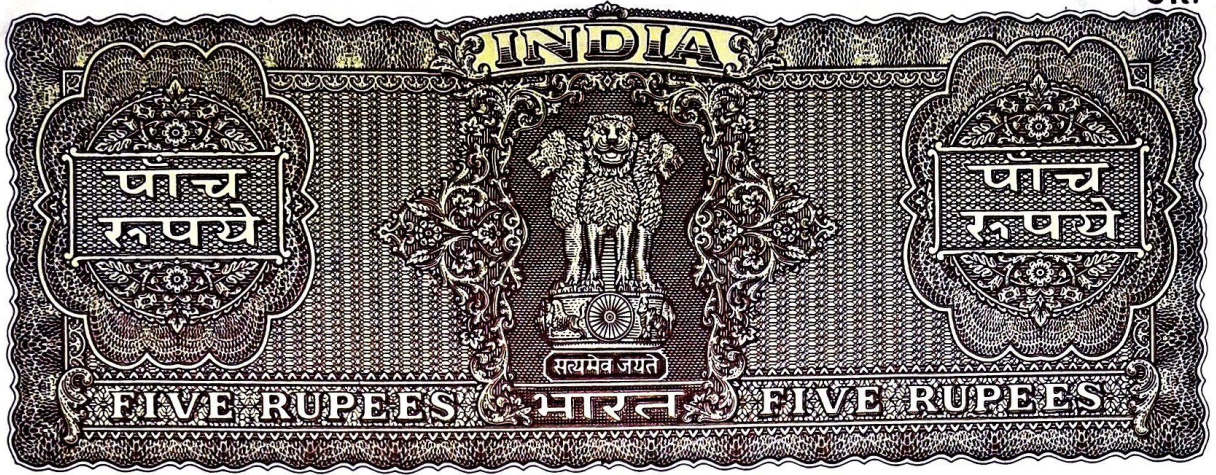
Golap Barua.
Chairman on behalf of
BisKramaditya educational
Foundation.

17/6/05 Tezpur, Sonitpur

Baruah

3648

self Sribyati Baruah



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AND

"BIKRAMADITYA EDUCATIONAL FOUNDATION" Tezpur, Dist- Sonitpur, Assam a society registered under the Society Registration Act (XXI of 1860) being represented through its Chairman Sri Golap Borah S/O Late Keshab Ch Borah residing at Khoraati P.O. & P.S.-Tezpur Dist- Sonitpur, Assam HEREINAFTER CALLED THE LASSEE (which expression shall be repugnant to the context or meaning thereof be deemed to mean and include its successor and permitted assigns) OF THE OTHER PART;

AND

WHEREAS the Lessor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the land premises described in the schedule below.

AND

WHEREAS the lessor had agreed to grant to the Lessee a Lease in respect of the said land and premises with the buildings which may be hereafter erected there on for the terms and on the covenants and conditions hereinafter contained.

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Tezpur

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NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In pursuance of the said agreement and in consideration if the rent hereby reserved and of the terms, conditions covenants and agreements herein contained and of the part of the Lessee to be observed and performed, the Lessor do and each of them doth hereby demise unto the Lessee ALL THAT the said land and premises situated at Dihingiagaon Mouza- Holeswar, P.S.- Tezpur, Dist- Sonitpur, Assam. More particularly described in the schedule below together with the structures and buildings that may hereafter be erected thereon by the Lessee TO HOLD the premises hereby demised unto the Lessee for 30 (Thirty) years which shall be a Lease in perpetuity commencing from 01.04.2005 renewable and determinable as herein after provided yielding and paying thereof during the said term the monthly and the proportionality for any part of a month the rent of Rs. 500 (Rupees five Hundred) only which will be payable to the Lessor by an Account Payee Cheque in the name of Lessor on or before 15th day of every succeeding month according to the English Calendar.

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2. THE LESSEE DOETH HEREBY COVENANT WITH THE LESSOR AS FOLLOWS:

- a) To pay the reserved rent on the days and in the manner aforesaid.
- b) To keep the land in good and habitable condition.
- c) The Lessee shall be at liberty to erect buildings and structures on the demised premises and also at liberty to carry out additions or alterations to the buildings or structures to be erected by the Lessee in accordance with the plans approved by the authorities concerned at any time or from time to time during the term of Lease hereby created.
- d) To use or permit to be used the buildings and structures to be constructed on the demised premises for educational purposes as may be permitted by the authorities from time to time.
- e) Subject to the Lessors covenant herein after contained (and the right of the Lessee to exercise the option to purchase the Lessors interest in the said demised premises as mentioned herein after) to deliver and yield up to demised premises at the expiration or sooner determination of the said term as herein provided.

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Leapur
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- f) From time to time carryout at Lessee's own cost repairs to the buildings and structures that may be erected on the demised premises.
3. And the Lessors show as to bind his respective heirs, executor's administrators and assigns. DO AND EACH OF THEM DOTH HEREBY COVENANT with the Lessee as follows:
- a) The Lessor has good title, full power and absolute authority to grant a Lease of the demised premises to the Lessee in the manner hereinbefore mentioned.
- b) That on the Lessee paying the rent hereby reserved and observing and performing all the several covenants, conditions and agreements hereinbefore contained and on its part to be observed and performed, the Lessee shall peaceably hold and enjoy and enjoy the demised premises during the said term and any renewable or renewal thereof without any late or interruption by the Lessor or by any person or persons, lawfully or equitably claiming through under or in trust for the Lessor .

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4. AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS i.e. to say :-

- a) The Lessee shall be at liberty during the said term to erect building and other structures at their own expenses.
- b) The Lessee shall be free to use and the Lessor shall permit the use of the demised premises by the Lessee for itself and for all its associated concerns.
- c) The Lessor shall also be entitled to use the demised premises by their men and representatives etc.
- d) That the Lessee shall be entitled to carry out such addition, erection and alteration to the demised premises or any part there of either externally or internally as may be necessary for the purpose of the Lessee subject however to compliance by Lessee of the Municipal by-laws /Tezpur Development Authority and other statutory rules and regulation for the time being in force.

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e) PROVIDED ALWAYS AND IT IS AGREED AND DECLARED

That at the expiration of the said term of 30 (Thirty) years this Lease will be automatically and without any further act of any of the parties thereto be renewed for further term of 30 years from the expiration of last mentioned terms unless the Lessee give to the Lessor three Calendar months previous notice of their intention not to take any renewed Lease. The renewed Lease will be on the rents covenants, conditions and agreements to be mutually agreed upon between the parties hereto.

SCHEDULE

- I. All that part and parcel of the land measuring 5 Bighas 0 Katha. 0 Lessa covered under Dag No. 356,408,409,405 out of total land measuring 6 Bighas 0 Katha 13 Lessas of periodic patta No. 25 and 26 situated at Village-Dihingiagaon P.O- Balipukhuri Tiniali Mouza- Haleswar P.S.-Tezpur Dist-Sonitpur, Assam. And bounded as follows:-

North:- National Highway-52

South:- Biswa Keot.

East :- Nakul Ram Deka

West :- Ratneshwar Kalita

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- II. All that part and parcel of the land measuring 1 Bigha 0 Katha 17 Lessas out of total land measuring 2 Bigha 1 Katha 14 Lessas Covered under Dag No. 407 of periodic patta No. 120 situated at Village- Dihingigaon P.O- Balipukhuri Tiniali, Mouza- Haleswar P.S.-Tezpur Dist- Sonitpur, Assam. And bounded as follows:-

North :- Nakul Deka

South :- Someswar Saikia

East :- Naren Pradhan

West :- Bankim Baruah

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IN WITNESS WHEREOF THE LESSOR AND THE LESSEE HAVE RESPECTIVELY HEREUNTO SET AND SUBSCRIBE THEIR HANDS AND SEAL THE DAY AND YEAR HEREIN ABOVE MENTIONED

Signed and delivered in presence of the witnesses:-

WITNESSES:-

self 1. Dibyajyoti Borah
self Bankim Baruah
Signature of Lessor

2. Bamun Chabari
P.O. Tezpur, Dist. Sonitpur.
self Gopal Bora.
Signature of Lessee
self Shyam Sundar Prasad.
Ex. police here.

Prepared by :-
self S. Gupta
(S. Gupta) Advocate
District Court, Tezpur
Dist-Sonitpur, Assam.

9511 17/6/05 RS.
1170 B. Baruah.
or self B.B. Satriadhan
Tezpur cant. 2nd 3rd,
4th, and 5th pages rendered.

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18/6/05
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