

Binimoy Sarkar

B. Com., L.L.B.

Notary Public, GOVT. OF WEST BENGAL

Durgapur, Burdwan

Professional Address :

Durgapur Court

Durgapur, Burdwan

Pjn - 713 216

Notarial Certificate

(Pursuant to section 8 of The Notaries Act. 1952)

TO ALL TO WHOM THESE PRESENTS shall come, I, Binimoy Sarkar, duly authorised by the Government of West Bengal to practise as a NOTARY do hereby verify, authenticate, certify, attest as under the execution of the instrument annexed hereto collectively marked "A" on its being executed, admitted and identified by the respective signatories as to the matters contained therein, presented before me.

According to that this is to certify, authenticate and attest that the annexed instrument "A" is the *original Agreement executed by S.K.S educational & Social Trust (Blossoming Buds) Durgapur Public School (Blossoming Buds) on authority of Atri as A.S.W.-A*

PRIMA FACIE the annexed instrument "A" appears to be in the usual procedure to serve and avail as needs or occasions shall or may require for the same.



IN FAITH AND TESTIMONY WHERE OF being required of a NOTARY, I the said notary do hereby subscribe my hand and affix my

seal of office at Durgapur on this the

.....15th..... day of *November* in the year

of Christ 20 *18*

Binimoy Sarkar
Binimoy Sarkar
Durgapur, Burdwan, W.B.
Regd. No.-15/2007

Binimoy Sarkar
NOTARY



5 NOV. 2018

भारतीय गैर न्यायिक

पचास
रुपये
रु. 50



FIFTY
RUPEES

Rs. 50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Before the Notary,
Govt. of West Bengal,
Burdwan District
Durgapur

M 131499

ANNEXURE- "A"
DEED OF THE SUB-LEASE

THIS DEED OF SUB-LEASE is made on this the 15th Day of November, 2018 at Durgapur

BETWEEN

S K S EDUCATIONAL AND SOCIAL TRUST, Represented by the President S. K. SHARMA, S/o Late C. B. Gautam having its office at E-58 Luna Street, Bidhannagar, Sector 2(b), Durgapur, 713212, P.S. NTS, Dist. Paschim Bardhaman, West Bengal by nationality Indian, by faith Hindu by profession Business, owner & possessor hereinafter called the FIRST PARTY (which expression shall include successors, heirs and assigns executor and administrator) of the FIRST PART.

A N D

DURGAPUR PUBLIC SCHOOL (BLOOMING BUDS), Represented by the Manager/Vice Chairman MAYNK GAUTAM, son of S. K. Sharma, having its office at Shahid Sukumar Banerjee Sarani, Bidhannagar, P.O. Durgapur-713212, P. S. Durgapur, Dist. Paschim Bardhaman, West Bengal, hereinafter known as SECOND PARTY (which expression shall unless repugnant to the context mean and include its successors and assigns) of the OTHER PART.



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Binimoy Sakas, Notary
Durgapur, Burdwan, W.B.
Regd. No.-15/2007

21 JAN 2014

Sl. No. 3544 Date 20 JAN 2014
 Sold to S K S Educational Trust
 Address
 Value of Rs 50/-
 Date of Issue
 Stamp Face Value
 Name of the Vendor
 Stamp City Durgapur

[Signature]
 KHUDIRAM SINGH
 Stamp Vendor
 Durgapur Court
 City Centre, Durgapur-16
 L. No. 1

WHEREAS a Deed of Lease, vide Registered Deed No.2672 of 2002 Dated 18.03.2002 was executed between Asansol Durgapur Development Authority (ADDA) and S K S EDUCATIONAL AND SOCIAL TRUST, Registered at the Office of the Sub-Registrar at Durgapur under Volume No.100 of Book No. 1, where the Lessor of the said deed had leased the Schedule mentioned property to the Lessee of the said deed for a term of 99 years.

WHEREAS the Lessor has right, title, interest exclusive possession of the property more fully described in the Scheduled herein below by virtue of a Registered Deed which was duly registered before the Registrar bearing Registered Deed No.2672 of 2002 dated 18.03.2002.

AND WHEREAS the Lease is still valid and subsisting.

AND WHEREAS the said land is free from all encumbrances and the FIRST PARTY has absolute right to transfer the said property as described in the Schedule below.

AND

WHEREAS the SECOND PARTY/SECOND PARTY intends to establish a new School under the name & style as 'DURGAPUR PUBLIC SCHOOL (BLOOMING BUDS) and to extend the area of the said School improving the academy with all facilities available and to ameliorate the school by all means the SECOND PARTY proposes the FIRST PARTY to provide the vacant and peaceful possession of the property as described in the Schedule below by executing the present Deed of Sub-Lease for the fulfilment of their intentions.



[Signature]
Binimoy Sarkar, Notary
Durgapur, Burdwan, W.B.
Regd. No. -15/2007

15 NOV 2018

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[Signature]
[Signature]

AND

NOW THIS DEED WITNESSETH that pursuant to the said agreement and in consideration of the rent hereby reserved and of the terms covenants and conditions hereinafter provided the First Party of the current deed doth hereby ` lease unto the Second Party the said portion of land described in the second Schedule hereunder written and delineated on the plan thereof hereto annexed and described In the First Schedule hereunder written and hereinafter referred to as 'the ` leased land' to Hold the same unto and to the use of the Second Party for required purpose.

WHEREAS the FIRST PARTY consents the proposals of the SECOND PARTY and both the parties do hereby agree mutually execute Deed of Sub-Lease for the following writings.

Now this LEASE witnesses as follows :-

- 1) That the First party agrees to give the schedule mentioned property on the basis of sub-lease and Second Party accepts the sub-lease and both the parties acknowledge this deed with effect on and from 15th day of November, 2018.
- 2) That this Sub-Lease shall remain-continued for a period of 33 years from the date of commencement of the LEASE and the FIRST PARTY shall hand over the possession of the land to the SECOND PARTY on and from 15th day of November, 2018, Mutually agreed upon and satisfied thereof. From the said date the Second Party will be responsible for the leased property. If any unholy incident happened in the said property the First Party will not be held



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Durgapur, Burdwan, W.B.
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responsible for the said incident occurred after the date of agreement till its termination or expiration, whichever is earlier.

- 3) That the validity of the lease in 33 years from the date of commencement of herein over the possession. The First Party may extend the period of the sub-lease subject to the discretion of the first party and conduct of the second party. In that case a separate piece of agreement is required to give effect to the said agreement.
- 4) That except for the purpose as described in the instant sub-lease deed the property cannot be used for any other purpose without written permission from the First Party. The Second Party has to communicate a notice of permission to the first party at their registered address and he said notice shall be duly served. In case of non-reply of the first party, the silence of the first party cannot be presumed as consent of the said party. In case of communication of the said notice no presumption of law shall be utilised. Here only written consent of the first party duly signed and stamped will be considered as valid permission.
- 5) That when the trust of the second party winds up or trust cannot be continued or become insolvent, the First Party will have every right and power to terminate the sub-lease and regain its possession over the said property.
- 6) That after the expiry of the lease period the fresh lease may be made subject to the discussion mutual consent.
- 7) That the land revenue /rent should be paid by the First Party but other taxes shall be paid by the Second Party for their use & occupation.



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8. The Second Party, with a view to bind himself and his heirs, executors or administrators covenants with the First Party as follows :-

(a) To observe and perform all the terms, covenants and conditions contained in the said Deed of Sub-Lease to the extent and so far as they are applicable to the demised land as if they were Incorporated In these presents and not to commit breach of or do any act contrary to any of the said terms, covenants and conditions.

(b) To pay land revenue and other taxes payable in respect of the demised land in the same proportion which the area of the demised land bears to the total area of the land described in the First Schedule hereunder written.

(c) To pay all Municipal and other taxes, rates, cess and other levies on the building and structures if any constructed thereon, to the Govt. or any local authority.

(d) Not to cause nuisance or annoyance to the adjoining owners and occupants.

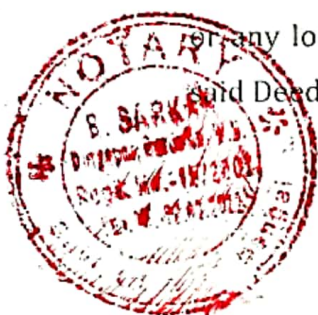
(e) Not to assign, mortgage or let or otherwise part with possession thereof In favour of any other person, without the prior written consent of the First Party.

(f) To Indemnify and keep indemnified the First Party against any loss, costs, charges and expenses that he may suffer or incur on account of breach of any law, rules and regulations of the Govt. or any local authority, or breach of any term or covenant of the said Deed of Lease or of these presents.

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Durgapur, Burdwan, W.B.
Regd. No.-15/2007

9. The ` First Party doth hereby covenant with the ` Second Party that -

(a) The ` First Party has in himself good right and full authority to ` demise the said portion of the land described in the Second Schedule hereunder written in the manner aforesaid.

10. The Lessor has no objection to the Lessee in installing the exclusive generator sets for the use of the Office whether such generator sets are owned by the Lessee or taken on hire by a Third Party for the exclusive use of the Lessee. Further, the Lessor agrees to provide suitable space with proper enclosures for installation of generator set free of cost.

11. The Lessee shall have exclusive right on the parking space for parking of the vehicles of staff members and guests of Lessee and the same shall not be disturbed obstructed or encroached in any manner by any persons whomsoever.

12. The Lessee shall have the absolute & exclusive right to use the entire space in 'said premises' both outside and inside for making full use of frontages and the side walls in displaying Lessee's signboards / advertisements without any additional charges to the exclusion of third parties. If anybody causes any intrusion, trespass or encroachment restricting the peaceful enjoyment of the Lessee over the space which is specifically meant for usage of the Lessee, the Lessor on receipt of such Notice from the Lessee shall take all possible legal actions against such violations including criminal action, if necessary. If the Lessor fails to take legal recourse to remove such intrusions, trespass or encroachments within one month from the date of receipt of such

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Durgapur, Hurdwan, W.B.
Regd. No. - 15/2007

Notice from the Lessee, the Lessee shall be at liberty to take legal action against the violators and recover the cost/expenses incurred for such removal."

13. The Lessor has no objection to the Lessee installing Information Kiosk in the said premises at any time without any additional rent to the Lessor, the Information Kiosk room will be constructed by the Lessor at his cost and that the Lessor will provide the required additional power to the Lessee.

14. The First Party has no objection to the Second Party installing amenities for smart classrooms in the said premises at any time without additional rent (free of cost) to the First Party.

15. The Lessee shall have the right to remove at the time of vacating the 'said premises', all electrical fittings and fixtures, counters, safes, strong room door, safe deposit lockers, partitions and all other furniture put up by it.

16. The Lessee shall be liable to pay all charges for electricity and water actually consumed by the Lessee during the occupation and calculated as per the readings recorded by the respective metres installed in the 'said premises'.

17. The Lessee shall not make any structural alterations to the building without the information and permission of the Lessor. However, the Lessee is at liberty and no permission of Lessor is required for fixing wooden partitions, cabins, counters, false ceiling and fix other Office furniture, fixtures, electrical fittings, air conditioners, exhaust fans and other fittings and Office genets, as per the needs and requirement of the Lessee and or make

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5 NOV 2018

Binitoy Sarkar, Notary
Durgapur, Burdwan, W.B.
Regd. No.-15/2007

such other additions and alterations on the premises which will not affect the permanent structure.

18. The Lessor may at their own cost and expenses construct any additional structure/additional floor in the building and in which case and if the Lessor decides to lease out the said additional floors / area, then the first option and offer will be given to the Lessee and the Lessee shall have the right to take the same on lease on mutually acceptable terms. And in case of refusal by the Lessee, then the Lessor will be at liberty to lease out the same to any other party.

19. The Lessee shall hand over possession of the 'said premises' to the Lessor on the expiry of the period of lease fixed herein or on the expiry of the period of option should the Lessee avail itself of the same.

IN WITNESS WHEREOF the said FIRST PARTY and the said SECOND PARTY have put their respective signatures on the date mentioned in foregoing paragraph.

SCHEDULE OF PROPERTY

All that piece or parcel of land measuring 1.50 acre be the same a little more or less situate lying at and being lay out plot no. Bulk Block/ Sector no: 2(D) along S. S B Sarani comprising in C.S. Plot No 214 (P) of Mouza Gopinathpur, J.L. No. 85 Touzi No. 1 Khatian No. 147,151,163 - Division Durgapur Thana New Town Ship, Registration Office City Centre, Durgapur - 713216 in the District of Paschim Bardhaman within the Durgapur Municipal Corporation and butted and bounded in the manner following, that is to say butted and bounded by :-



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Binimoy Saha, Notary
Durgapur, Burdwan, West Bengal
Regd. No. -15/2007

North by :- Shilpokanon Road.
 South by :- Sahid Sukumar Banerjee Sarani.
 East by :- Biplabi Rashbehari Basu Sarani.
 West by :- Dr. Meghnad Saha Sarani.

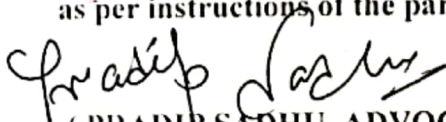

 Signature of the FIRST PARTY


 Signature of the SECOND PARTY

Witnesses :-

1. S. B. Srivastava
2. Poman Pat Singh

Drafted & prepared by me in my Chamber
 as per instructions of the parties to this Deed :-


 (PRADIP SADHU, ADVOCATE)

ASSOCIATE GOVERNMENT PLEADER, DURGPAUR COURT

Residence-cum-chamber :-

Bhiringi, Rajmahal Hotel Road, Manna Dey Sarani,


Near-Uttaran Ceremony Hall, Durgapur 713213.

Mobile.No.9382043660, 9732368158.



15 NOV 2018

Instrument 'A' Referred to
 in the notarial certificate


 BINIMOY SARKAR,
 NOTARY
 Durgapur, Burdwan, W.B.
 Regd. No.-1512007.