

Frachand Banons

र्षे Executive Officer Haldia Municipality Purba Medinipur



Addl. Dist. Sub-Registrar Sutahata, Purba Medinipur

03 MAR 2011

Md. Balai B

Md. Baki Billah S/o-Md. Abdul Aziz Will+PO:- Dhekua. P.S. Sutahata.

Service.

For Shrachi Realty Private Limiter

Sunce la Kar
Authorised Signator

V.C.T.170



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

TAKE

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For Shrachi Realty Private Limit

Executive Officer laidia Munidipality

THE INDENTURE OF LEASE made this 3rd day of March 2011 (Two Thousand Eleven) between HALDIA MUNICIPALITY Represented BY THE EXECUTIVE OFFICER, HALDIA MUNICIPALITY hereinafter referred as "MUNICIPALITY" a statutory Body constituted under the West Bengal Municipal Act 1993 having its office Dr. B.R Ambedkar Bhavan, Administrative Building, City Center, Debhog, Haldia, Dist. Purba Medinipur, hereafter referred as the "LESSOR" (which expression shall unless executed by or repugnant to the subject or Context means & includes its successor or successor in interest) of the ONE

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Addl. Dist. Sub-Registrar Sutahata, Purka Medinipur

03 MAR 2011



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H 981267

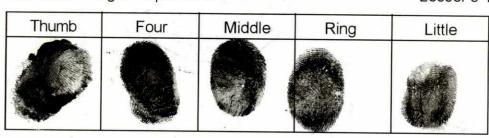
For Shrachi Realty Private Limited

Executive Officer
Haldia Municipality
Purba Medinipur

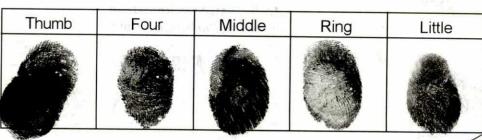
Signature of Lessor :-

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Lessor's Photo :-



Right Hand Finger Impression



Executive Officer
Haldia Municipality
Purba Medinipur

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Addl. Dist. Sub-Registrar Sutahata, Purio Medinipur

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Whereas the LESSEE applied to the LESSOR for a lease for the purpose of establishment of I.T.Park, Real-estate, Hotels, service centers hereinafter mentioned & described in PART-1 of the schedule herein under written & the LESSOR has agreed to grant such lease on the terms & conditions hereinafter expressed in Part – II of the Schedule hereinafter written.:-

NOW THIS DEED WITNESSETH AS FOLLOWS:

- 1. In consideration of the premium of Rs. 4,53,60,000 (Rupees four core fifty three lakhs sixty thousand @ Rs. 75,60,000 per acre only agreed to be paid by the LESSEE to the LESSOR on or before the execution of these present. The rent hereby reserved & fully sanctioned in Part-II of the schedule hereunder written & of the terms & of the covenants conditions contained in Part-II of the said schedule hereunder written on the part of the LESSEE to be observed & performed. The LESSOR both hereby grant & demise unto the LESSEE.
- 2. All that piece or parcel of land mentioned and described in PART-I of the schedule hereunder written (hereinafter referred to as "the demised land") TO HOLD the same unto the LESSEE for a period of 90 (Ninety) years from the date of the execution of the lease and paying there for the rent at the time and in the mentioned in PART-II of the said schedule hereunder written.

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Addl. Dist Sub-Registrar Sutahata, Phyba Medinipur 0 3 MAR 2011



or Shrachi Realty Private Limited

AND

SHRACHI REALTY PVT. LTD. a Company registered under the Indian Companies Act 1956, having PAN No. AALCS1558D and having its registered office at Shrachi Tower 686, Anandapur, E.M Bypass, R.B Connector Junction, Kol-107. hereinafter called the "LESSEE" (which expression shall unless excluded by or repugnant to the context, be deemed to include its assignees / partners & their respective executors, administrator, representatives & permitted assignees for the time being) represented by one of its Authorised Signatory through Board Resolution dated the 3rd day of February, 2011; Smt. Suneeta Kar wife of Sri Anirban Kar, by faith Hindu, by occupation Service, Indian National, working for gain at "Shrachi Tower", 686, Anandapur, E.M. By-Pass, Kolkata-7001070f the OTHER PART.

Signature of Lessee :-

Left Hand Finger Impression

Lessee's Photo :-

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Addl. Dist. Sub-Registrar Sutahata, Purba Medinipur

03 MAR 2011

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THE SCHEDULE ABOVE REFERRED TO PART-I Particulars of the Holding

All that piece and parcel of land admeasuring 6 acres in Mouza **Chaitanyapujarirchak**, JL No. 162 under Police station Bhabanipur in various plot nos. as follows:

Plot No.		Area in Acres
03		0.08
05		0.86
06		0.20
07		1.29
08		1.32
09		0.75
10	. 3	0.84
11		0.30
12		0.36
TOTAL		6.00

North

: Rabindra Najrul Sarani

East

: Plot No. 8 & 10

The demised land is shown in the map/plan hereto annexed within boundaries in red colour.

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- The LESSEE, to the intent that the obligations may continue through the term, hereby covenants with the LESSOR as indicated in the Lease Deed.
- The LESSEE shall pay the rent of the demised premises to the Chairperson, Haldia Municipality at the rate of Rs.1000 per acre only per annum. (hereinafter called Lease Rent).
 The Lease rent shall be paid by 31st March of each year.
- 3. In default of payment of rent within the year in which the rent falls due, the LESSEE shall be bound to pay, in addition to the arrear of the rent, interest at the rate of 12% per annum on the amount of the rent in arrear from the date of default till the date of payment.
- 4. In the event of the LESSEE holding over after the expiration of the period of these presents, the LESSEE shall be bound to pay, for any year subsequent to the expire of the period of these presents, premium an rent at such rate as may be assessed upon the demised land by the LESSOR.
- 5. Should the LESSEE duly and faithfully observe and fulfill the terms, conditions and covenants on the part of the LESSEE herein contained, the LESSOR shall, on the expiration of the aforesaid period of ninety years, renew the lease for a successive period of Ninety years, on the same terms and conditions save that the lease rent may be increased by twenty five percent of the existing rent.
- 6. The Lessee will have the liberty to create mortgage or charge its leasehold interest in the Land or any part or portion thereof in favour of any Bank, Financial Institution, Company, Body Corporate or persons and receive such loan or amount on such terms and conditions as the Lessee may deem fit.

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Executive Officer
Haldia Municipality

Provided that the amount of loan so received is intended to be spent only for the purpose of or in keeping with the objectives as given above, and also subject to the provision that the Lessor will have the liberty to review the clause at any time if considered expedient in public interest and to comply with any provisions of law provided however the Lessor shall under no circumstances be liable for any debts of any part or portion of the Land and shall in no way be responsible for payment of the loan amounts and no property of the Lessor shall be charged for any loan raised by the Lessee.

The LESSEE shall not, in any way, diminish the value of or 7. injure or make any permanent alternative in the said demised land which may impair the value of the land in any way without the previous written consent of the, Haldia Municipality, or any Officer authorized on that behalf by the LESSOR and shall not sell or dispose of any earth, clay, gravel sand or stone from the demised land nor excavate the same except so far as may be necessary for the execution of the works in clause 16 of these presents. The LESSEE shall, however, have the right to move any surplus earth, sand, stones or gravel from the demised land during or after the construction or erection of any building or structures on the said demised land. In the event of the LESSEE making any ditch or excavation which causes injury to the property without the consent of Haldia Municipality, it shall be filled in after due notice to the LESSEE(s) by the Authority or any office authorized in that behalf who shall recover from the LESSEE(s) the expenses incurred by him for the purpose as arrears of spent.

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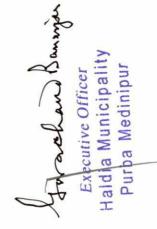
For Shrachi Realty Private Limited

Authorised Signator



Addl. Dist. Sub-Registrar Sutahata, Purba Medinipur

0 3 MAR 2011



- 8. (i) The LESSEE shall keep the land free from jungle and every kind of nuisance, and where the land is used for industrial purpose, the LESSEE shall ensure that:
 - a. No trade effluent or other waster material which is alkaline or acidic or which will cause toxic reactions or be otherwise injurious to public health, is discharged into any adjoining land, drain, sewer, stream or river.
 - b. No smoke or fume is released into the open air without adequate treatment according to such standards as may be prescribed by the State Government / Haldia Municipality or other competent authority in his regard.
 - c. Upon failure of the LESSEE to do so, LESSOR or other competent Authority, after notice to the LESSEE, may cause such nuisance to be removed or otherwise dealt with as the LESSOR may think fit and proper to do in the interest of public health and safety, and all expenses incurred by the LESSOR or other competent authority in this regard shall be recoverable from the LESSEE.
 - (ii) The LESSEE shall comply with the provisions of the Air and Pollution Act, 1981, and any other Act/Rules made relating to control of environmental pollution.
 - 9. The LESSEE shall pay and discharge all existing and future rates, taxes and assessments, duties, impositions, out goings and burdens whatsoever assessed, charged or imposed upon the demised land or upon the owner or occupier there of or payable by either in respect thereof.
 - 10. The LESSEE shall preserve intact the boundaries of the holding and will keep then well demarcated according to the requisition from time to time as may be made by the LESSOR or any Office authorized in that behalf and shall

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For Shrachi Realty Private Limited

For Shrachi Realty Private Lim





Executive Officer
Haldia Municipality
Purba Medinipur
For Shrachi Realty Private Limiter

Authorised Signator

point them out when required by the LESSOR or any Officer authorized in that behalf. The LESSOR or any office authorized by the LESSOR on its behalf shall be allowed to inspect the demised land at any time upon notice being given the boundary mark, the LESSEE shall report the fact to the Haldia Municipality or any Officer authorized in that behalf.

- 11. The Lessee shall be entitled to assign, sub-lease or sub-let &/ or transfer the Project Land or any part thereof or any portion of the constructed space thereon for any purpose subject to compliance of all the terms and conditions mentioned herein before. In cases of assignments, the assignees shall become direct lessees of the Lessor, becoming liable to comply with all the obligations and entitled to all the rights of the Lessee hereunder and in cases of sub-leases, the sub-lessees, upon termination of the original period of this lease, shall be entitled to obtain renewals of the leases of their respective portions directly from the Lessor becoming liable to comply with all the obligations and entitled to all the rights of the Lessee hereunder.
- 12. The LESSEE shall not use, nor permit any other person to use, the demised land or any part thereof for the purpose other than that for which it is leased or in a manner which render it unfit for use for the purpose of the lease.
- 13. The LESSEE shall not use, nor permit any other person to use, the demised land or any party or portion thereof for any immoral or illegal purpose or in any manner s as to become a source of danger to the public peace, public safety or tranquility or allow any activities therein subversive of the Government established by law in India.

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- 14. If the demised land or any part thereof shall, at any time, be required by the LESSOR for a public purpose, the LESSOR shall serve a notice of a fortnight to the LESSEE and the LESSEE shall vacate and deliver possession of the same on demand upon payment of the compensation that may be assessed to be payable to the LESSEE by the appropriate Authority. If the land is required permanently the lease shall forthwith be determined and the LESSEE shall be entitled to such fair and reasonable compensation for buildings and improvements effected by the LESSEE as shall be decided by the State Government or any officer authorized in that behalf. If a part of the land is required, whether permanently or temporarily, the lease shall not be determined, but in the former case the LESSEE shall be entitled to proportionate reduction of rent and in the latter as shall be decided by the competent authority of the Government of West Bengal which shall be final.
- 15. The LESSOR reserves the right to all mineral in the lands together with such rights of way and any other reasonable facilities as may be requisite for working, mining gathering and carrying away such minerals.
- 16. THE LESSEE shall before construction of any pucca house, structure, privy or latrine or making any additions thereto or alterations therein, obtain the prior approval to the plan thereof from the officer authorized in that behalf by the Statement Government.
- 17. The LESSEE shall permit the LESSOR or its Officers authorized in that behalf, on 24 hours notice, at all reasonable time during the erection of the buildings and subsequent thereto, to enter upon the demised premises to inspect the

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03 Mar 2011



condition of the buildings for the time being erected or in course of erection and for any other reasonable purpose.

- 18. Instead of sinking any well/tube-well, the LESSEE will have to apply separately to the competent authority/Haldia Municipality for arranging water supply to the premises for which separate agreement will be executed.
- 19. In breach or non-observance of any of the foregoing covenants, terms or conditions herein at the part of the LESSEE, or if the LESSEE fails to pay the yearly rent and/ or running charges and/or maintenance charges and/or service charges or other impositions and/or other charges and/or interest due there on within the fixed and stipulated time for the payment, or if the rent or any part thereof remain unpaid for 3 Calendar months after becoming due and payable or if winding up or is passed against the LESSEE or if the demised land be used for purpose other than the purpose for which the land was given on lease, or in the event of the LESSEE's factory/manufacturing unit/facility remaining closed for six consecutive month without reasonable cause or on the LESSEE being adjudged insolvent or making any composition with its creditors, the LESSOR shall have the right to determine this lease and the LESSEE shall be liable to ejectment in accordance with the provisions of the law for the time being in force but without prejudice to any other right or remedy of the LESSOR that might have accrued.
- 20. The cost of preparing, stamping and registering the Deed of lease shall be borne by the LESSEE and also the cost of counter part of a copy if required by the LESSEE.

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MEMO OF CONSIDERATION

Received from the within named Lessee a sum of Rs. 4,53,60,000 (Rupees Four Crore Fifty Three Lakhs Sixty Thousand) towards Land Premium in the following manner:

By Cheque No. 029365 dated 20-05-2008 drawn on ING Vysya Bank Ltd

Rs. 2,26,80,000/-

By Cheque No. 029455 dated 18-07-2008 drawn on ING Vysya Bank Ltd

Rs. 2,26,80,000/-

Received from the within named Lessee a sum of Rs. 6000/-(Rupees Six Thousand Only) towards Annual Rent

By Cheque No. 049273 dated 01.03.11 drawn on 1NG Vysya Bank Ltd. Rs. 6,000/-

IN WITNESS WHERE OF THE parties these presents have hereunto set and subscribed their respective hands and affixed official stamp on this day signed sealed and delivered.

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Addl. Dist. Sub-Registrar Sutahata, Purba Medinipur

0 3 MAR 2011

For Shrachi Realty Private Limited

Drafted by me as per instruction of the parties

Sandip Maiti - Advocate En. No. 653/746/09 Bar Council of W.B.

EXECUTIVE OFFICER, HALDIA MUNICIPALITY

For and on behalf of the Board of Councilor, Haldia Municipality as **LESSOR** in the presence of :

Executive Officer Haldia Municipality Purba Medinipur

First Witness

Address

Second Witness

Address

. Haldia, Purba Medingu

Signed by the Company (SHRACHI REALTY PVT. LTD.) as LESSEE in the presence of:

For Shrachi Realty Private Limited

First Witness

Address

: Prajata kishore Chakrabutly

: 686, Anandapor, E.M. Bypans Kalkata - 700107

Authorised Signatory

Second Witness

Address

The deed contains 14 sheets including 3 sheets of Non Judicial Stamp papers and 11 demi papers. There 5 (Five) witness in the deed including the Lawyer.

Due to at a time non-availability of NJ Stamp Papers of Rs. 31,76,640 at the Haldia Treasury, Stamp Rs. 1,200:00 is given and the rest amount of Rs. 31,75,440 is given in Draft on SBI in favour of the ADSR - Sutahata vide bearing No. 9994495 dated on 01/03/2011 i.e, in total Stamp Duty of Rs.

31,76,640.00 is given in the Deed.

Executive Officer Haldia Municipality Purba Medinipur



Addl. Dist. Sub-Registrar Sutahata, Purba Medinipur

0 3 MAR 2011



Office Of the A. D. S. R. SUTAHATA

District:-Purba Midnapore

Endorsement For Deed Number: I - 01253 of 2011 (Serial No. 01233 of 2011)

On

Payment of Fees:

On 03/03/2011

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

Presented for registration at 17.15 hrs on :03/03/2011, at the Private residence by Gorachand Banerjee ,Executant.

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

Execution is admitted on 03/03/2011 by

Gorachand Banerjee
 Executive Officer, Haldia Municipality, Village:Dr. B. R Ambedkar Bhavan, A. Building, City Centre, Thana:-Bhabanipur, District:-Purba Midnapore, WEST BENGAL, India, P.O.:-Debhog., By Profession: Service

 Smt. Suneeta Kar
 Authorised Signatory, Shrachi Realty Pvt. Ltd., Village:Shrachi Tower 686, Anandapur, E. M. Bypass, 107, District:-Kolkata, WEST BENGAL, India, P.O.:-.
 By Profession: Service

Identified By Md. Baki Billah, son of Md. Abdul Ajij, Village: Dhenkua, Thana:-Sutahata, District:-Purba Midnapore, WEST BENGAL, India, P.O.:-Dhenkua, By Caste: Muslim, By Profession: Service.

(Debashis Kumar Basu) ADDITIONAL DISTRICT SUB REGISTRAR OF SUTAHATA

On 04/03/2011

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),35(b) of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 499070/-, on 04/03/2011

(Under Article : A(1) = 498949/-, A2(a) = 121/- on 04/03/2011)

Deficit stamp duty

Deficit stamp duty Rs. 3175440/- is paid, by the draft number 999495, Draft Date 01/03/20 1 Bank Name State Bank of India, COMMERCIAL BRANCH KOLKATA, received or 04/03/2011

(DebashisKumar Basu) ADDITIONAL DISTRICT SUB REGISTRAR OF SUTAHATA

EndorsementPage 1 of 2

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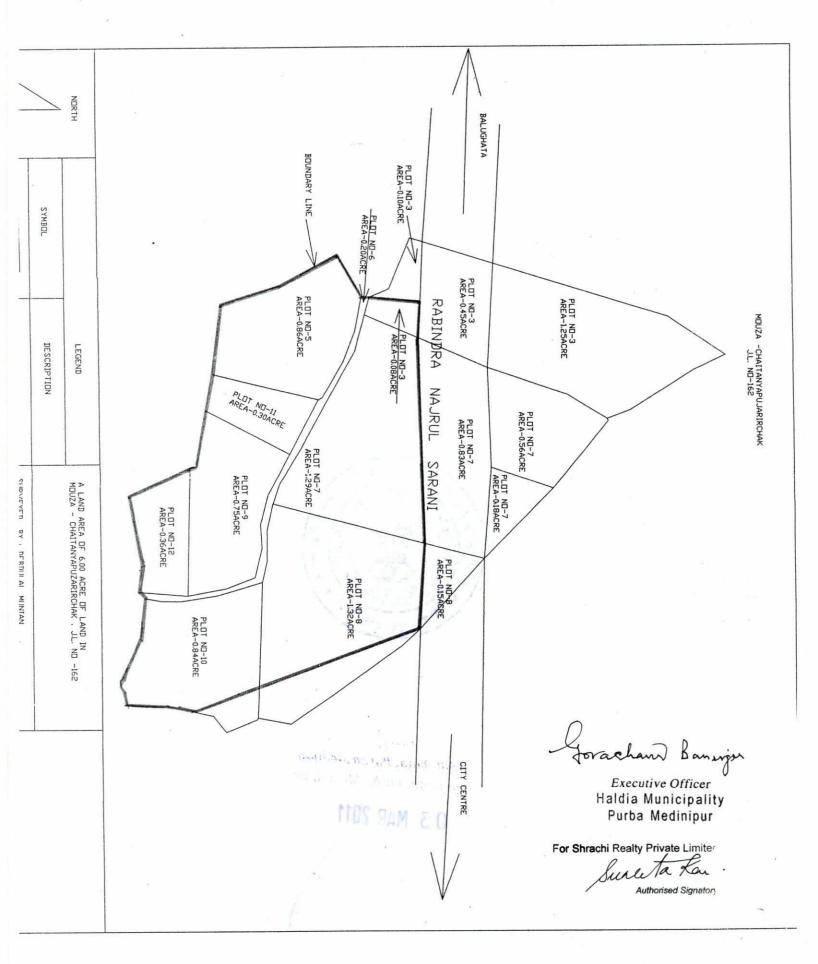


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Addl. Dist. Sub-Registrar Sutahata, Purba Medinipur

03 MAR 2811



Government Of West Bengal Office Of the A. D. S. R. SUTAHATA District:-Purba Midnapore

Endorsement For Deed Number: I - 01253 of 2011 (Serial No. 01233 of 2011)

> (Debashis Kumar Basu) ADDITIONAL DISTRICT SUB REGISTRAR OF SUTAHATA



(DebashisKumar Basu)
ADDITIONAL DISTRICT SUB REGISTRAR OF SUTAHATA

04/03/2011 12:11:00

EndorsementPage 2 of 2

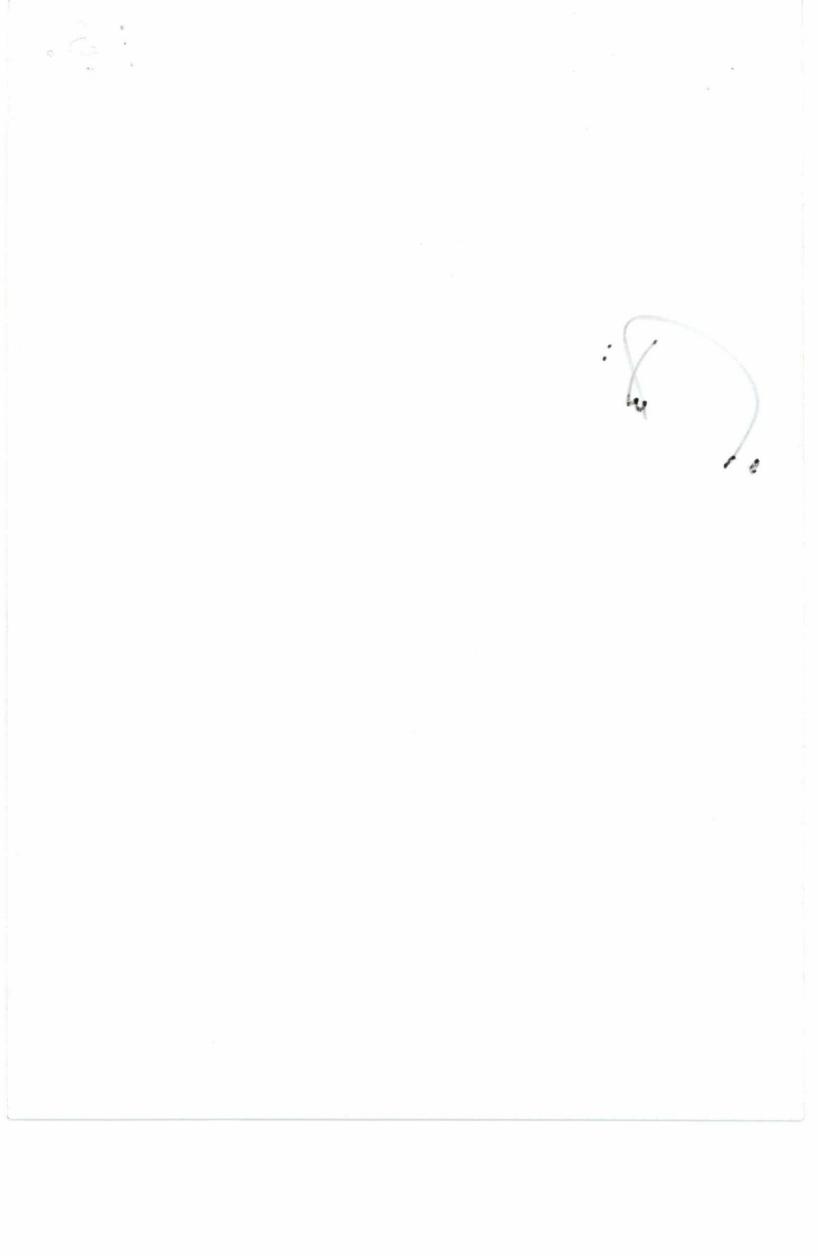


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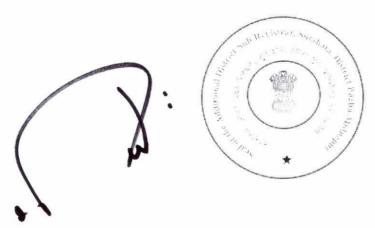
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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 4 Page from 3226 to 3246 being No 01253 for the year 2011.



(DebashisKumar Basu) 04-March-2011 ADDITIONAL DISTRICT SUB REGISTRAR OF SUTAHATA Office of the A. D. S. R. SUTAHATA West Bengal