05115/09



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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At 10-50AH-22/07/09 22/07/09 0 NO-10394/09

Conflied that the Document is admitted to Registration. The Signature Sheet and the endorsement of this document are the part of this Document.

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THIS INDENTURE made on this 27th day of June 2009 A.D.

BETWEEN THE KOLKATA MUNICIPAL CORPORATION a

Corporation. A statutory body constituted under West Bengal Act

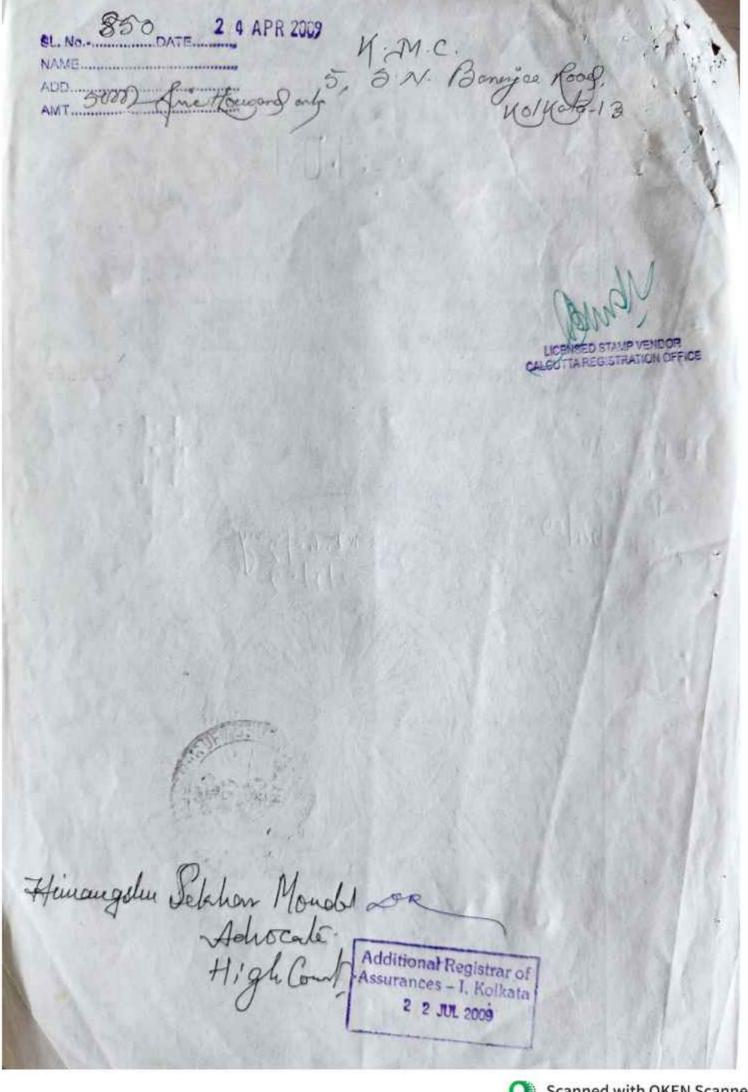
L1X of 1980 established under the Kolkala Municipal Corporation

act. 1980 as amended and having its Central office at 5, Surendra

Nath Banerjee Road under Police Station - New Market,

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পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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Kolkata - 700013. hereinafter and referred to as the "LESSOR/OWNER" (which term expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, executors, administrators, heirs, representatives, nominees and assigns whenever the context will so require or admit) of the FIRST PART.



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LIMITED incorporated under the companies Act, 1956 having its Registered office at 7/1 A, Hazra Road, under Police Station - Bhawanipore, Kolkata - 700026. being represented by its Director having incorporated under companies Act, 1956 having its office at 7/1 A. Hazra Road, under P. S. - Bhawanipore. Kolkata- 700026 hereinafter referred to as "LESSEE" (which expression shall unless excluded by or repugnant to the context be deemed to include its holding Subsidiaries, associate companies, their successors and assigns) of the SECOND PART.

whereas the kolkata Municipal Corporation/ Lessor is a lawful sole and absolute owner of ALL THAT piece or parcel of land measuring about 10 cottahs 9 Chittacks and 15 Square feet more or less under Kolkata Municipal Corporation and running between being Premises No. 38/1, 37, 36A and 36B, Pandiliva Road under Police Station - Lake, Kolkata - 700029, Ward No. - 85, in the District - Kolkata and absolute seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land and the owner got its name mutated in the Register of the Kolkata Municipal Corporation and the Land hereditaments intended to be granted and conveyed and herein after referred to as the said property as an absolute and indefeasible estate in free

simple or an estate equivalent thereto free from all encumbrances and liabilities hereditaments fully mentioned and described in the Schedule hereto.

AND WHEREAS the M/S. FORT BUILDERS has prayed to the Kolkata Municipal Corporation for obtaining the allotment of land comprised in defunct/unused K.M.C. drains which run through Premises No. 38/1, 37, 36A, 36B. Panditiya Road as the master planning to develop an integral project conjoining the above stated premises is being obstructed.

AND WHEREAS the said proposal has been placed before the Mayor-in-Council of the Kolkata Municipal Corporation for consideration.

AND WHEREAS the Mayor-in-Council in the meeting dated 05.09.2008 vide Item No. M-l 18-3, resolved inler-alia that-

- That the proposal of Jt. Mpl. Commissioner (Dev) regarding 1) bearing out a strip of defunct drain land of about 10 cottahs 9 Chittacks and 15 Square feet i.e. 10.58 Cottahs.
- Running in between 38/1, 37. 36A. 36B, Panditiya Road, in II) favour of Fort Builders as detailed out in the agenda item, be taken up for consideration. That the unit price of land @ Rs.18 Lakh per Cottah as fixed in the meeting held between

the Fort Group and the K.M.C. officials on 17.05.2008, be approved.

- THAT the lease of K.M.C. drain land of 10 cottahs 9

  Chittacks and 15 Square feet., i.e. 10.58 Cottahs in favour of the Fort Builders along with the granting of F.A.R. advantage of this allotted land be allowed for 99 years.
- IV) That Jl. MPL. Commissioner (Dev) shall take necessary action in the above matter

AND WHEREAS Municipal Corporation in the meeting dated vide Item No. M-118-3. Resolved interalia that the decision of the Mayor-in-Council dated 05.09.2008 be approved.

AND WHEREAS the Kolkata Municipal Corporation by its letter dated 24.10.2008 being letter no, Ch. V/S. No. 1968 addressed to the M/s. Fort Builders confirmed the allotment of the aforesaid land measuring about 10 Coltah 9 Chittaks 15 Sq.ft, i.e. 10.58 Cottahs running between 38/1, 37, 36A & 36B, Panditiya Road, Ward No. - 85, under P. S. Lake, in favour of the above named Fort Group on long term lease at a basic Lease price of Rs.18,00,000/-(Rupees eighteen lakhs) only per cottahs for the purpose of obtaining of the allotment land comprised in defunct/unused K.M.C. drains to be developed as an integral part of the project conjoining the above stated premises is being obstructed.



AND WHEREAS the above named Fort Builders by its letter dated 24th October, 2008 being No. 168/08, addressed to the Kolkata Municipal Corporation requested interalia that the Lease may be executed in favour of their Group company M/s. Analytical Management Consultants (P) Limited, the owner in respect of Premises No. 36A, Panditiya Road. Kolkata -700029.

AND WHEREAS the said proposal has been placed before the Mayor in Council of the Kolkata Municipal Corporation for consideration.

AND WHEREAS the Mayor in Council in the meeting date 03.04.2009 vide Item No. M.141.6 resolved interalia that.

- That property of Ch. Valuer & Surveyor regarding bearing out a strip of defunct drain land of about 10K. 9ch .15 sq. ft. i.e. 10.58 Kottah running in between 38/1, 37, 36A, 36B, Panditya Road in favour of M/s. Analytical Management Consultants (P) Limited instead of M/s. Fort Builders, be taken up for consideration and be approved.
- II) That the terms & conditions of the Lessee M/s. Analytical Management Consultants (P) Limited, a subsidiary company of Fort Builders will remain the same as that of resolved of the MIC Item No. M-118.3 dated 05.09.2008.

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III) That Ch. Valuer Surveyor shall take necessary action in the above matter.

and whereas in the circumstances aforesaid and on the terms specified herein, the abovenamed lessee i.e. Analytical Management Consultants (P) Limited duly settled to the Kolkata Municipal Corporation the aforesaid lease Premium of Rs. 18,00,000/- per Cottah of Rs. 1,90,44,000/- (Rupees One Crore ninety Lacs and Forty Four Thousand) only for a period at 99 years only that is Rs.1,92,353.53 per year and the lessee has paid to the sum of Rs.1,90,44,000/- (Rupees One Crore ninety Lacs and Forty Four Thousand) only by Cheque Being No. 007298, dated 04.06.2009 drawn on Citi Bank Branch for allotment of the aforesaid land and Kolkata Municipal Corporation duly accepted such payment

assured to cause joint survey and measurement of the said land and demarcation of the boundary wail and all, facilities to the above named lessee to construct boundary pillars and boundary walls and handover vacant and peaceful possession of the said land to the above named lessee free from all encumbrance claims and demands.

AND WHEREAS the lessee above named has duly paid the duly paid the sum of Rs. 1,90,44,000/- only to the lessor abovenamed and



adjusted the same amount accepted from the Lessee all right, claim and interest there of in favour of the lessee for the allotment of the said land running in between Premises No. 38/1, 37, 36A and 36B, Panditiva Road, P.S. - Lake on lease basis.

AND WHEREAS the above named Lessor and Lessee have agreed to execute and register this indenture of Lease.

NOW THIS INDENTURE WITNESSETH that in pursuance of the hereinbefore recited agreement and terms and in consideration money the Lessee having duly paid and the receipt whereof the Lessor having accepted such payment on the terms and conditions and agreement recited hereinafter and in consideration of the rent hereafter reserved and the Lessee's covenant herein after Lessor doth hereby demise and Lease unto the Lessee free from all encumbrances, claims demands and in vacant possession all that piece or parcel of the strip of land running in between 38/1, 37, 36A, & 36B, Panditiya Road, Police Station - Lake. Sub District Registrar Alipore, District- Registrar Office -Alipore within Kolkata Municipal Corporation containing by measurement an area of 10 Cottahs 9 Chittaks and 15 Sq.ft. equivalent to 10.58 Cotlahs more or less more particularly described in the schedule written hereunder and delineated in the site plan annexed hereto and thereon bordered in RED together with all ways, paths, passages, lights drains, sewers, water sources easement rights, advantages and appurtenance whatsoever to the said land belonging or therewith

TOGETHER ALSO with a right and authority for the Lessee to construct build, erect and install in upon and under the said land TO HAVE AND TO HOLD the said land including all building erections, structures built by the Lessee therein or standing thereon and underneath and/or which may thereafter be built or erected thereon or underneath and all other rights, title and benefits belongings thereunto or appertaining thereto which are hereby granted assured or assigned in khas and peaceful possession and free from all encumbrances, charges, liens, demands, claims etc and unto the Lessee for a total period of 99 years with effect from the date of the execution of these presents.

The Lessee is also the lessee in respect of premises no. 36A, Panditiya Road, Kolkata 700029, Police Station - Lake by virtue of a registered deed of lease dated 27th February, 2004.

The said land being earlier the defunct/unused K M C drains admeasuring 10 Cottahs 9 Chittaks and 15 Square feet more or less is an integral part of the project. The said land is adjacent to the premises no. 36A, Panditiya Road, Kolkata - 700029 and therefore the said land measuring 10 Cottahs 9 Chittaks and 15 Square feet more or less can be fully amalgamated with the said 36A, Panditiya Road, Kolkata - 700029 and the Lessor hereby and hereunder agrees and undertakes to amalgamate the said land with 36A, Panditiya Road, Kolkata - 700029 and grant proportionate

maximum permissible FAR therefore. The Lessor agrees that the total FAR available/permissible from the said land (defunct drain) measuring 10 Cottahs 9 Chittacks and 15 Square feet be used by premises no 36A, Panditiya Road, over and above the FAR available to 36A, Panditiya Road. AND TOGETHER ALSO with permission and authority of Kolkata Municipal Corporation in favour of the Lessee for construction of the said building upto the maximum F.A.R, permissible in calculating the F.A.R. available for AND TOGETHER ALSO with right for the Lessee to grant subleases for the said land and the spaces to the constructed thereon in favour of friendly/group organizsations/ one more institution/individuals for successful effective for running of the office show rooms, commercial and/or residential flats AND TOGETHER with the right for Lessee. Its sub-Lessee to possess the land and the building and constructions to be built thereon at all times for the purposes herein specified for a term of 99 years commencing from the date of execution of this deed made by the abovenamed Lessor to the abovenamed Lessee AND TO HOLD UNTO for a term of 99 years commencing from the date of execution of the said demised land made by the abovenamed Lessor to the abovenamed Lessee and which payment the Lessor hereby as also by the Memo hereunder written admits and acknowledges and releases and discharges the Lessee of and from payment of the same and every part thereof such demise of lease has commenced from the date of the execution thereof.



# AND THE LESSEE DOTH HEREBY COVENANT WITH THE CORPORATION AS FOLLOWS:-

- 1. The Lease shall be in force for a period of 99 years with effect from the date of execution of these presents. The said land will amalgamate with 36A, Panditiya Road in favour of Lessee with the Granting of maximum permissible FAR advantage of this allotted land.
- 2. The Lessor on or before the execution of the deed of Lease, herein have handed over the vacant and peaceful possession of the said land free from all encumbrances of whatsoever nature to the Lessee and shall ensure peaceful possession occupation and enjoyment of the said land by the Lessee.
- 3. That the lease Premium is Rs. 18 Lakhs (Rupees eighteen lacs) only per Kottahs totaling a sum of Rs.1,90,44,000/- (Rupees One Crore ninety Lacs and Forty Four Thousand) only for 99 years, i.e. Rs.1,92,353.53 per year.
- 4. The property tax and/or other Municipal dues as per the annual valuation related to the said land shall be paid by the Lessee or its sub Lessees, under Lessees, tenants, acquires, licencees, nominees or assignees during the terms of the lease rent in accordance with law for the their respective portions. The Lessee shall under no circumstances whatsoever be held responsible and/or liable for any outstanding, dues and arrears of any nature whatsoever on the schedule property.



- The Lessee shall be entitled to sub-divide, Amalgamate with 5. 36A, Panditiya Road, Kolkata - 700029 and entitled to maximum F.A.R. on the said amalgamated plot sub-lease, sub-let and/or subdemise, grant licences in respect of the schedule property either in whole or parts or portions thereof with or without constructions as may be required and/or desired by the Lessee at its discretion and without being required to pay any further or other premium or rent or any other amount on any account whatsoever therefor to the Lessor and without requirement of any consent or permission from the Lessor which shall be deemed to have been granted by the Lessor. The Lessee and its sub -Lessees, under - lessees, assigns shall be entitled to create charge or mortgage over or in respect of their portions with there respective leasehold rights in the schedule property but they shall not encumber any other property of the Lessor in any manner and also further that the Lessor shall not in any way be liable for discharge of the said Loans or finances or any portion thereof or any interest thereon at any time.
- 6. The Lessee shall further have the right and discretion to give on rent, sublease, licence or to sublet space, rooms, flats, shops, restaurant and any other open or covered areas in the said land or the buildings and facilities to be constructed and/or made in the schedule property as it may deem fit, on such terms as it may deem fit and proper without any interference by the Lessor.



- 7. That the Lessee shall construct the building on the said land at its own costs and expenses within a reasonable period and the Lessee shall use the land for their own purpose and also shall do the construction of the said land with the approval of the K.M.C.
- 8. That the Lessee shall apply and obtain sanction of the building plan for the proposed construction upon the said land from the concerned department of the Kolkata Municipal Corporation at its own costs and expenses.
- 9. All such constructions on the said land shall be strictly in accordance with the plan sanctioned by the Kolkata Municipal Corporation as per prevailing acts and/or rules of the Kolkata Municipal Corporation Act, 1980 and the Kolkata Municipal Corporation Building rules, 1990 as amended upto date and the West Bengal Town and Country (Planning & Development Act, 1979) with its latest amendments.
- 10. That the Lessee shall be liable to pay any other levy or levies or any other imposition and/or impositions required to be paid for the constructed portion of the building to be erected on the said land.
- 11. That the Lessee shall pay and bear all costs and expenses relating to the sanction of the building plan, preparation and

registration of the documents of lease. The Lessee for itself and its assigns before commencing any work of construction or carrying out any addition and alteration thereto the lessee has got the plan thereof approved from and sanctioned by the appropriate authority such as local Self Govt. Authority, Development Authority etc. and shall in future also obtain all revisions, sanctions and/or approvals.

- 12. The Lessee shall neither use nor permit any other person to use the said land or any part thereof for a purpose other than for which it is leased out or in manner which renders it unfit for the use of the purpose of lease.
- 13. In the event of any default in terms hereof or in terms of the proposed lease, the lessor shall notify the lessee specifically detailing the default and shall give the lessee al least three months time from the date of the receipt of the notice by the lessee and such further time as may be reasonably required by the lessee to rectify the alleged default.
- 14. The Lessee shall apply to the Calcutta Electric Supply Corporation Ltd., (CESC) The West Bengal State Electricity Board (W.B.S.E.B.) for obtaining requisite power supply facilities and shall comply with all the requirements of CESC/WBSEB. The Lessor shall in no way be responsible for the aforesaid purpose. However except for accepting a bearing any financial burden or all liability,



the lessor shall extent for all possible assistance to the Lessee for obtaining requisite power supply facilities.

- 15. The said K..M.C. has hereby assured that it has clear undisputed and marketable title to and is the absolute owner of the schedule property and the Schedule property is not the subject matter of any pending litigation or claim or demand of whatsoever nature and provisions of U.L. C. Regulation Act, 1976 are not applicable to the schedule land.
- 16. This Deed of Lease is supported with a statutory clearances which have been obtained by the Lessor. The Lessor has represented to and assured the lessee that the Schedule property is Filled up land and it is not affected in any manner whatsoever by any scheme or proposed scheme for acquisition and/or alignment by any authorities whatsoever and therefore, this Lease is being demised, executed and registered by the Lessor.
- 17. At the expiry of the Lease by efflux of time, the Lessee [which shall mean and include its transferees, nominees or assignees] shall have preference to obtain a fresh /extended lease from the Lessor and to negotiate with the Lesser for grant of further renewal of the Lease or Leases on such terms, conditions and covenants as may mutually be agreed upon and only on the express refusal of the lessee to execute the fresh/extended lease, may the lessor grant lease thereof to any other entity.



- 18. The Lessee shall be entitled to Mortgage, pledge, hypothecate, encumber its rights in the said land in any manner whatsoever to one or more Nationalised/other Banks and or other Financial Institutions.
- 19. The Lessee shall be entitled to assign and or transfer its rights and interest in the said land or any part thereof infavour of its Group /holding/Subsidiaries/Companies inter alia as defined under the Companies Act, 1956 or where Lessee is a partner and/or Proprietor with prior notice to the Lessor for the same and without payment of any additional consideration to the Lessor for the such the notice for the change shall be sent to KOLKATA MUNICIPAL CORPORATION.
- 20. The Lessee shall neither use nor permit any other person or body corporate to use the said land or any other part thereof or any immoral illegal purpose or in any manner so as to become a source of grave danger to the public or public safety.
- 21. Any dispute or disagreement between the parties or their respective successor(s) touching or concerning any of the clauses hereinabove including interpretation thereof shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any amendment or reenactment thereof as may remain in force from time to time.



- 22. Any notice or written communication by either party to the other party provided for in this deed shall be made in English Language and shall promptly be given by facsimile transmission (fax), personal delivery, registered airmail (postage prepaid) or by courier service. The date of receipt of a notice or communication hereunder shall be deemed to be the 2<sup>nd</sup> working day following the day of transmission in case of a facsimile on condition that the transmission is evidenced by a transmission protocol; (ii) the day of delivery of personal delivery; (iii) the seventh day after the sending day in case of airmail and 3<sup>rd</sup> day after the sending day for letters sent by courier. All notices and communications shall be sent to the appropriate address set forth above, until the same is changed by notice given in writing to the other party.
- 23. In order to be effective, any amendments or supplements to this Deed and/or its annexure including this provision, must be made in writing and registered with the Authority with whom the present Lease Deed is registered. Each party shall bear its own costs related to this deed including the costs of any consultants. The Lease Deed registration fee in relation to this Deed shall be borne by the Lessee.
- 24. GOVERNING LAW AND JURISDICTION: This deed shall be governed by and construed in accordance with Indian Laws and shall be subject to the Courts at Kolkata only. This deed has been



executed in one original which shall be kept with the Lessee and a duplicate which shall be kept with the Lessor.

### :- THE SCHEDULE ABOVE REFERRED TO :-

ALL THAT piece and parcel of land running in between 38/1, 37, 36A and 36B, Panditiya Road. Under Police Station - Lake, District-South 24 Parganas within Koikata Municipal Corporation containing by measurement an area of 10 Cottahs 9 Chittaks and 15 Square feet more or less Kolkata-700029, Police Station - Lake, and delineated in the site plan annexed hereto and thereon bordered in RED together with all ways paths passage lights, drains, sewers, water sources, easement rights advantages and appurtenances whatsoever and howsoever to the said land belonging or there with butted and bounded that is to say.

ON THE NORTH : Partly by 37, Panditiya Road and Partly

by 38/1, Panditiya Road.

ON THE SOUTH : Partly by 36A, Panditiya Road and

Partly by 36B, Panditiya Road.

ON THE EAST : K.M.C. Road (Panditiya Road)

ON THE WEST : By land of Motilal Nehru Road.

\*

IN WITNESSES WHERE OF the said parties hereunto have set and subscribed their hands and seals the day and year first above written

SIGNED SEALED & DELIVERED

By the Municipal Secretary K.M.C.

Municipal Commissioner
The Kolkata Municipal Corporator

by the above named LESSOR

In presence of:

1. Stank ENGINEER (CIVIL)
CHIEF VALUER & SURVEY

Amerinath Malack.

SIGNATURE OF THE LESSOR

2. Himangshu Sekhar Mondal.
Advisati
High. Cont

SIGNED SEALED & DEDITE

By the above named LESSEE

In presence of:

1. Swird Kinas Manna. 590, Chowninghee Road. Kalkata - 400 020, Analytical Management Consultants (P) Ltd.

Authorised Signatory / Director.

SIGNATURE OF THE LESSEE

2. Jame Banerjee 59e, chowringher Row hothate. For 10

Drafted by -

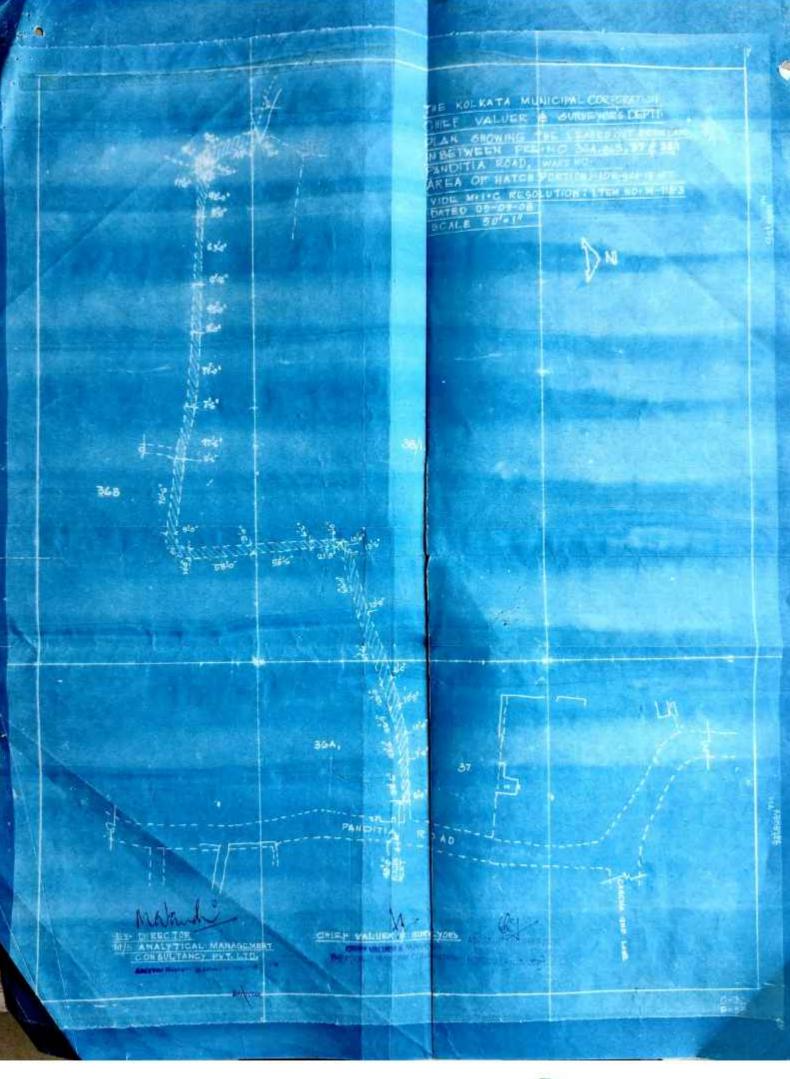
Himangshu Sekhar Mondal.

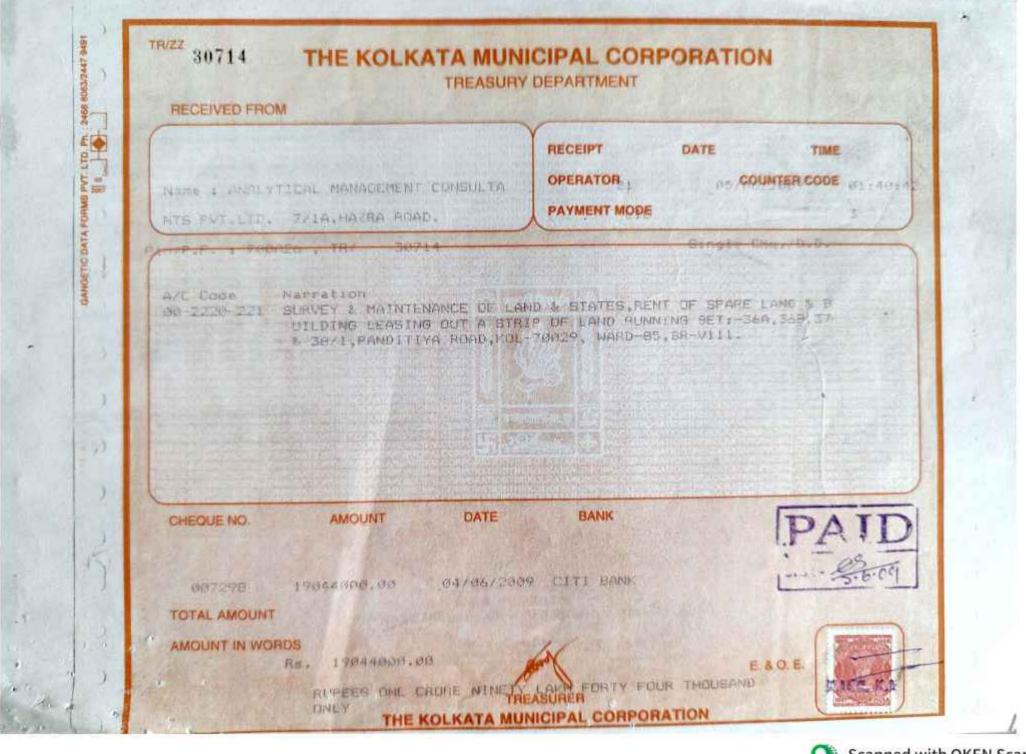
Advocate

Computer Print by:

M/S. VIJAYA 10, Old Post Office Street Kolkata-700001.

(4)





# Government Of West Bengal Office of the A.R.A.-I KOLKATA

5, Govt Place (North), KOLKATA - 700001

Endorsement For deed Number :1-07727 of :2009 (Serial No. 05115, 2009)

## On 22/07/2009

## Certificate of Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number 35 (b),5,57 of Indian Stamp Act 1899.

#### Payment of Fees:

Fee Paid in rupees under article: A(1) = 209473/- ,E = 21/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on:22/07/2009

#### Deficit stamp duty

Deficit stamp duty Rs 1328100/- is paid, by the draft number 172769, Draft Date 21/07/2009 Bank Name STATE BANK OF INDIA, Bhowanipore Kolkata, received on :22/07/2009.

#### Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 10.50 hrs on :22/07/2009, at the Office of the A.R.A.-I KOLKATA by Mrinal Nandi.

Presented by messenger in case of U/S 88 of Act XVI of 1908

Presentated for registration by Alapan Bandyopadhyay alias through Mrinal Nandi as per his letter no:Law-821 dated the 22/07/2009.

#### Admission of Execution(Under Section 58)

Execution is admitted on 22/07/2009 by

 Mrinal Nandi, Director, M/S, Analytical Management Consultants Pvt. Ltd., 7/1 A, Hazra Road Bhowanipur, Kolkata-26, profession : Service

Identified By Himangshu Sekhar Mondal, son of ... High Court Calcutta Thana: ..., by caste Hindu, By Profession .Advocate.

Admission Execution(for exempted person)

1. Execution by Amar Nath Mallick alias 2. Execution by Alapan Bandyopadhyay alias who is exempted from his personal appearence in this office under section 88 of Registration Act XVI of 1908, is proved by his seal and signature.

> [Dines Kumar Mukhopadhyay] A. R. A. 4 KOLKATA

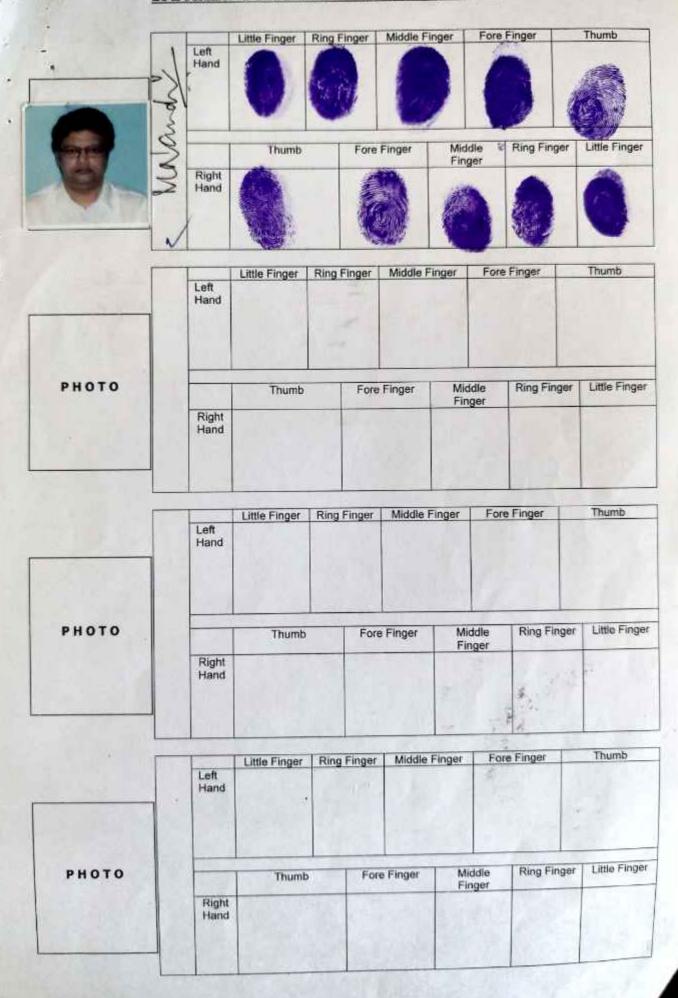
KOLKATA

OFFICE OF THE ADDITIONAL REGISTRANGE ASSURANCE OF

Govt. of West Bengal

Page: 1 of 1

# SPECIMEN FORM FOR TEN FINGERPRINTS



#### **Government of West Bengal** Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the A.R.A.-I KOLKATA, District- Kolkata Signature / LTI Sheet of Serial No. 05115 / 2009

Is Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Mrinal Nandi	10 17 m		
			mala 1º
			Mandh
1			22000109
			MRINAL WAND

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

SI No	o. Admission of Execution By	Status	Photo	Finger Print	Signature
1	Mrinal Nandi Address -7/1 A Hazra Road	Self	11 VIII		1 1

Calcutta-26

22/07/2009

22/07/2009

Name of Identifier of above Person(s)

Himangshu Sekhar Mondal PS-.., High Court Calcutta

Signature of Identifier with Date imangshu Sekhar Me



Additional Registrat of Assurances - 1, Kolkata 2 2 JUL 2009

(Dines Kumar Mukhopadhyay) A. R. A. -I KOLKATA Office of the A.R.A.-I KOLKATA

Page 1 of 1

22/07/2009

# Certificate of Registration under section 60 and Rule 69.

Registered in Book -1 CD Volume number 17 Page from 4653 to 4682 being No 07727 for the year 2009.



(Dines Kum Mukhopadhyay) 24-July-2009 A.R. A. -I KOLKATA Office of the A.R.A.-I KOLKATA West Bengal