

10-3776-10 (MISLAN) (SE 10/2007 At 8/8/18



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Sournya Kuma Das Special Revenue Officer - II & Assistant Urban Land Ceiling Officer Sadar, Alipore, South 24 Paryanas.

DERED OF LEASE

THIS INDENTURE made this OSTAL day of August 2008 (Two thousand and Eight) BETWEEN THE COVERNOR OF THE STATE OF WEST BENCAL acceinance referred to as the "LESSOF" (which expression shall include its successors in office and easigns) of the ONE PART

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(M/s.) SPECIALITY RESTAURANTS PVT. LTD., a Company having its registered office at "Uniworth House", 3A Gurusaday Road, Kolkata - 700 019 hereinafter referred to "LESSEE" (which expression shall include its successor/s-in-office and assigns) of the OTHER PART:

WHEREAS the Lessee has applied to the Government of West Bengal (hereinafter referred to as the "Government") for a lease of the land mentioned and described in THE SCHEDULE hereunder written to enable the Lessee to erect a house and building thereon for use for a Catering Training Institute and the Governor has agreed to grant a Lease in favour of the Lessee for the period and on the terms and conditions hereinafter appearing:

Soumya Kumar Das Special Revenue Officer – II & Assistant Urban Land Celling Officer Sadar, Alipore, South 24 Parganas

TH:5 NOW THE DEED WITNESSETH as follows:-

THE DEED WITNESSETH as follows: Company

In consideration of the purposes for which the land bereinafter referred to and mentioned in <u>THE SCHEDULE</u> as hereunder written is required by the Lessee and in consideration of the premium or salami of Rs.9,55,530/- (Rupees Nine Lakh Fifty Five Thousand Five Hundred and Thirty) only paid on or before execution of this deed (the receipt whereof the Lessor doth hereby as well as by the money receipt granted admit and acknowledge) and of the annual rent and the Lessee's covenants hereinafter

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reserved the Lessor doth hereby grant and demise unto the Lessee All that land hereinafter more particularly mentioned and described in <u>THE SCHEDULE</u> hereunder written (hereinafter referred to as the "Demised Land") TO HOLD the same for the period of 999 years yielding and paying therefore a rent at the nominal rate of 4% of the current land price per annum or any fraction of any year at the same rate, subject to revision every ten years at the discretion of the Lessor;

- 2) The lesses to the intent that the Obligations and Covenants shall continue through out the period of demise Agrees and Covenants with the Lesser as follows:-
 - 2.1) To pay the annual rent to the government of West Bengal within the first 90 (Ninety) days of the year for which such rent shall be payable:
 - 2.2) To pay all rates, taxes and other impositions in respect of the said Demised Land and structure thereon which are or may be assessed to be payable by the owner or the occupier thereof to any authority to whom they may be payable;
 - 2.3) To demarcate the land with boundary pillars and to maintain such boundary pillars in good and proper condition during the period of demise so that the same may



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be easily identified provided that the Lessor reserves the right to provide the boundary pillars at the cost of the Lessee:

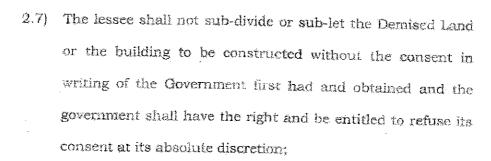
- 2.4) To keep the land clean and free from all sorts of nuisance and not to allow heavy accumulation of water on it;
- 2.5) Not to make any excavation in the land during the period of demise without the prior consent of the Lessor in writing. Should any excavation be made with the consent of the Lessor within the period of demise, the Lessee shall restore the land to its original condition on the expiration of the period of the demise or earlier determination of the tenancy of the Lessee;
- 2.6) (a) To construct the building in conformity with such building rules as may from time to time be framed by the Government or other authority prescribed in that behalf and according to plans specifications, elevations, designs and sections sanctioned by the government, or that authority within three years from the date of possession of the Demised Land or such extended time as may be allowed by the Government in writing;
 - (b) Not to construct more than one building on the said plot of land;

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The Lessee shall not assign or transfer the Demised Land or any part of the Demised Land and/or the structure created thereon without the previous permission of the Government in writing. In case of transfer or assignment of the lease the lessor shall have the right of preemption and upon the exercise of this right the building constructed by the Lessee on the land shall be taken over by the Lessor at a valuation of the building made by the Lessor on the basis of the costs of construction of the building less depreciation at the usual rate or the market value thereof, whichever is less. The value of the land will be the amount of the salami or premium paid by the Lessee. In the event of difference between the parties as to the value of building, the matters in dispute shall be referred to the arbitration of an arbitration of an arbitrator if the parties can agree upon one or otherwise to two arbitrators, one to be appointed by each part with an umpire. The award of the arbitrator or arbitrators or the umpire, as the case may be, shall be final and binding on both the parties:

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Provided however that in case the Ecsee transfers or assigns the leasehold interest in the land and/or structure standing thereon in favour of L. I. C. I. or Nationalised Bank or Government or Semi Government Organisation, or registered Housing Co-operative society, or Statutory Body or the Housing Development Finance Corporation Ltd. by creating mortgage for repayment of loan for house building purpose. Life Insurance Corporation of India or Nationalised Bank or Government or Semi Government Organisation, or registered Housing Co-operative Society or Statutory Body or the Housing Development Finance Corporation Ltd. as the case may be, it may claim priority over the Government of West Bengal in respect of right of pre-emption on the Demised Land and/or structure standing thereon subject to the condition that all the dues of the Government as provided herein shall be payable and recoverable to the Goscrament of West Bengal either from the Lessee or from the Life Insurance Corporation of India or Nationalized Bank or Government or Sami Government organization, or registered Housing Co-operative Society or statutory body You the Housing Development Finance Corporation Ltd as the case may be Provided however such charge if created shall be subject to the terms and conditions of the lease.

2.9) Not to use or allow to be used the land and/or the structure thereon or any past thereof for any purpose other than for a Catering Training Institute without the prior permission in writing of the government or other authority prescribed in that behalf.

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2.10) Subject to the provisions in clause 2 (8) hereof the Lessee shall not have the right to mortgage or charge the leasehold interest in the land and/or the building to be erected thereon without the previous consent in writing of the Government;

Provided however that the Lessee shall have the right to mortgage or charge the leasehold interest in the land end/or building to be erected thereon in favour of L.I.C.I. or nationalised Bank or Government and Statutory Body or government Sponsored financial institution, or registered Housing Co-operative society or the Housing Development Finance Corporation Ltd. for the purpose of getting house building loans without the previous consent of the Government.

- 2.11) The Lessee shall not remove any earth from the Demised Land or carry on or allow to be carried on in the land any uniawful, illegal or immoral activities or activities which may be considered offensive or a source of any annoyance, inconvenience or nuisance to the area surrounding the demised premises;
- 2.12) The Lessee shall not allow the Demised Land to be used as a place of public worship or butial or cremation ground private or public or allow any strine, masjid, church or temple to be engited thereon;







- 2.14) That on the determination of the period of demise the Lessee shall make over possession of the Demised Land in as good a condition as the same now is:
- 2.15) The Lessee shall allow any person authorized by the Lessor to inspect, repair and clean the sewer lines and manholes or to do any work in connection therewith within the plot without any obstruction or hindrance by the Lessee or the employees of the Lessee or the assignees or the tenants of the Lessee;
- i. 16) The Lessee shall not after determination of the lesse remove without the permission in writing of the Lessor anything which has been attached to the earth of the demised property;
- 2.17) All moneys payable by the Lesser to the Lessor and/or other authority under this agreement shall apart from other remedies be realizable as a public demand under the Bengal Public Demands Recovery het or any statutory modification thereof for the time being in force;

Special Revenue Officer – II & Assistant Urban Land Celling Officer Sedar, Alipore, South 24 Parganas.



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2.18) To observe, perform and comply with the requisitions as may from time to time be made by the government or any other authority in respect of the Demised Land and building thereon;

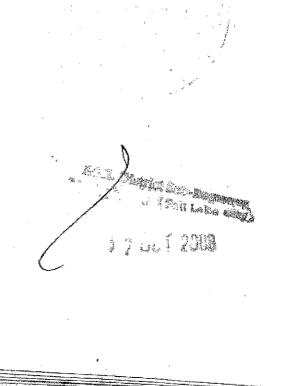
observing and fulfilling all the terms and conditions herein on its part contained shall hold the said demised premises for the period of demise without any interruption by the Lessor or any officer of government;

The Lessor hereby further convenants with the Lessee that the Lessee shall be provided with all facilities in regard to sever connections, water-supply, electric connection, roads and other amenities as may be available to other Lessees in respect of other plots of land of the Bidhannagar (Salt Lake City). Facility of services such as roads, sewer and drain liens, water lines and electricity will be made available at the peripheral roads (where such lines have been taken as per planning) abounding the demised premises from which connection will be taken by the Lessee at his/har/their own cost;

Prior written approval of Covernment for all such connections should be obtained and the Government reserves the right to insist on effecting such connections by itself at the cost of the Lessee.

J. Sauthorsedryay, VIBOS (Exe.)
USD 4 by Secretary
Viter Calcelorated Department

South Albore, South 24 Parganas.
Special Revenue Officer 11 & Special Revenue Officer 11 & Special Revenue Officer South 24 Parganas.
Special Albore, South 24 Parganas.





4) Provided always that if there be any breach of any of the terms and conditions and covenants berein on the part of the Lessee contained the Lessor shall have the right to re-emer into possession of the Demised Land or any part thereof in the name of the whole and thereupon this demise shall forthwith stand determined;

Provided nevertheless the Lessor shall not exercise the right without serving the Lessoe a notice in writing giving six months time to remedy the breach.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT leasehold land measuring 31.851 Cottab be the land a little more or less Plot No.-1 in Block-Lis in Sector-III OF the Bidhannagar (Salt Lake City) in the District of North Twenty-four Parganas, Police Station-Bidhannagar, Registration Office- Bidhannagar as shown in RED border on the map or plan hereto annexed and butted and bounded as follows:

BOUNDARIES

ON THE NORTH

24.38 Wide Road.

ON THE SOUTH

Plot No. LA-4

ON THE BAST

Plot No LA-2 & LA-3.

OW THE WEST

Type-I (SPL-2) Road.

O. Mishonstovey WHOS (Exe.)



17 OCT 2008

IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribed their respective hands the day, month and year first above written.

Drafted as per Govt. pro-forma and signed for and on behalf of the Lesssor i.e.

Governor of the State of West Bengal By the OFFICER - ON - SPL. DUTY & EX-OFFICIO Deputy Secretary, Government Of West Bengal. UPBAN DEVELOPMENT DEPARTMENT, in the Presence of:-

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- Mukhonadhyay WRCS (Exe.)

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Urban Development Jepannan

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SIGNED, SEALED AND DELIVERED for and on behalf of the Lesser in the presence of:

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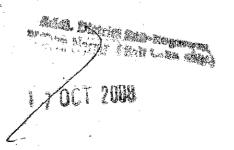
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Covernment of West Bengel Department of Finance (Revenue) Directorate of Registration and Stamp Revenue Office of the A. D. S. R. BIDHAN NAGAR, District- North 24-Parganas Signature / LT: Sheet of Serial No. 10290 / 2008, Deed No. (Book - 1 , 12615/2008)

tature of the Prosentant

Name of the Presentant	Photo	Pingar Print	Signature with date			
Similar Pressy Dehai	17/10/2006	LH 17/10/2008				

r į	Charman district six one	Hat Derson(9) admitting	the	Execution	at	Office.

Photo Signature SI NO. Admission of Execution By Sen Libraha Prasad Dahal Address - Univerth House 3a. Surusaday Ad Kot

17/10/2008

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Name of Identifies of above Person(s)

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FS Com Com. 414, S. K. B. Saram Plat J. A. Kol

Signature of Identifier with Date BOULLES Des Molos

Soumya Kumar Das Special Revenue Officer - II & Assistant Urban Land Cailing Officer Sadar, Alipore, South 24 Perganas.

(Alfnijit Kuma: Das) ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. BIDWAN NAGAR

17/16/2008

Page 1 of 1



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1 7 OCT 2008

Government Of West Bengal Office of the A. D. S. R. BIDHAN NAGAR BIDHAN NAGAR

Endersement For dead Number d-12615 of :2008 (Serial No. 10290, 2008)

On 17/10/2008

Certificate of Admissibility(Rule 43)

Page associal afford tyte At of West Bongs, Registration Rule, 1952, buly stamped under schedule 1A. Addis number, 35 13 35% of and an Stamp Act 1939, also under section 5 of West Bengal Land Reforms Act 1955, Court fee stamp paid He 10 (1)-

Bayman of Fees:

on:17/10/2008 see Paking conses under article. A(1) = 10506/-

Prosentation (ringler Section 52 & Rule 22A(3) 46(1))

Presented for regeneration of 12 38 bits on 177(0/2008 at the Office of the A. D. S. R. BIDHAN NAGAR Praman Dahel Claman

Admission of Execution Under Section 58)

Execution is admitted on 17/10/2009 by

1 Dhruba Prasad Danai Office Executive, M/s Speciality Restaurants Pvt. Ltd. 3a, Gurusadáy Rd. Kol. 19.Kol.

19 profession Service

Identified by Sokhar Das son of P. N. Das 414 S. K. B. Sarani Flat - 1 A, Kol 700000 Thana; Durn Durn, by caste Fundo By Profession Service

1 hasself on by ID Mukhapselhyay seas — who is exempted from his personal appearance in this office under section 55 of Registration Act XVI of 1908, is proved by his seal and arghature descripted paradion(fo; exempted paradis)

> [Abhill Kumar Das] ADDITIONAL DISTRICT SUB-REGISTRAR DEHICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF BIDHAN NAGAR Govt: of West Bengal

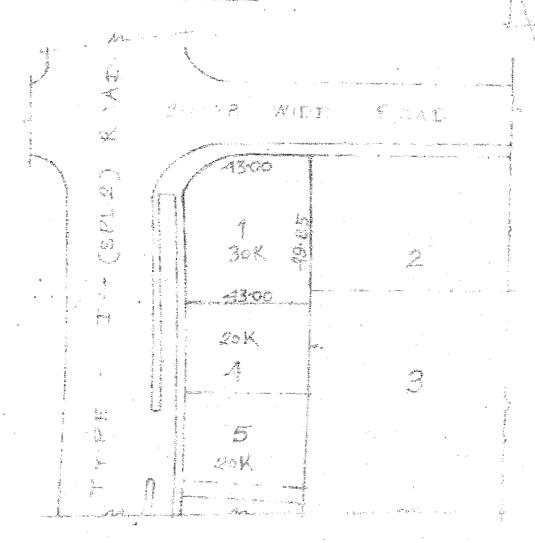
Page 1 of 7

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Certificate of Registration under section & and Rule &

Registered in Book - I CD Volume number 12 Page from 4139 to 4155 being No 12615 for the year 2008.



(Abhilit Aumar Das) 20-October-2008
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D. S. R. BIDHAN MAGAR
West Bengal

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