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23.3.07

Market Value Rs. 2,87,02.05 Only
Vied. Cert. No. 100/14
Of A.R.A.-1, Kolkata.

02BB 801597



Swarn Chatterjee



Rameshwar Kumar Gupta

Very large
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2,00,000

Additional Register
of Assurances, 1/1/14
06.4.14

DEED OF LEASE

THIS DEED OF LEASE is made this 23rd Day of May, 2007
BETWEEN (1) KUMAR ATISH CHANDRA SINHA, son of Late Kumar
Bimal Chandra Sinha AND (2) KUMAR BIKASH CHANDRA SINHA,
son of Late Kumar Brindaban Chandra Sinha both Shebaitis of SHREE
SHREE RADHA BALLAV JIU AND SHREE SHREE KRISHNA
CHANDRA JIU, all of 4, Rustomji Parsee Road, P.S. Cossipore, Kolkata

Secretary

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- 700002, hereinafter called the **LESSORS** (which expression shall unless excluded by or repugnant to the context include their heirs, executor, administrators, representatives and assigns) of the **FIRST PART**

AND

(1) **SRI RAMESHWAR KUMAR GUPTA**, son of Late Rampyari Gupta
AND (2) SMT. ANITA GUPTA, wife of Sri Rameshwar Kumar Gupta

Secretary



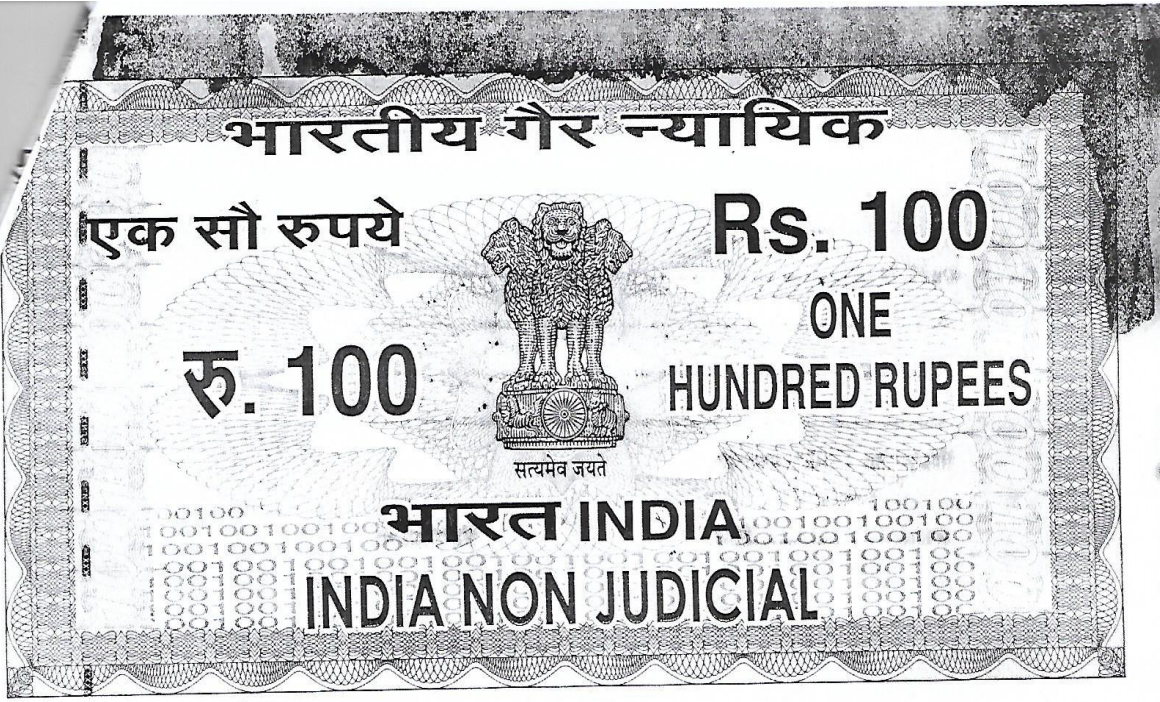
पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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both residing at Shyam Lake Garden, Block - E, 6th Floor, Flat No.632D, 202, Jessore Road, P.S. Lake Town, Kolkata - 700 089 hereinafter called the **LESSESS** (which expression shall unless excluded by or repugnant to the context include their heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

Secretary



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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both residing at Shyam Lake Garden, Block - E, 6th Floor, Flat No.632D, 202, Jessore Road, P.S. Lake Town, Kolkata - 700 089 hereinafter called the **LESSEES** (which expression shall unless excluded by or repugnant to the context include their heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

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WHEREAS both the Lessors are represented by their Attorney Sri Swapan Kumar Chatteraj by two numbers separate Power of Attorney being Book No. IV, Volume No.23, Pages 265 to 274 Being No.1434 for the years 2005, registered in the office of the ADSR - III, Kolkata and being ~~Book No. IV, Volume No.136, Being No.14549~~ ^{Being Power No. 136} for the years 1994, registered in the office of the Sub-Registrar, Kolkata respectively.

AND WHEREAS the party of the First Part is the present shebait of the deities and so they are fully in charge of management and administration of the estate of the deities which consist of inter alia property mentioned and described in Schedule hereunder.

AND WHEREAS the temple that is the place of the said deities which is now lying in a most dilapidated condition for want of necessary repairs and maintenance for a long time.

AND WHEREAS the income of the estate of the deities that is rent which is collected from the other properties belonging to the deities are very poor, therefore now a days it is impossible to meet the expenses of the daily Seva Puja and other expenses of the deities estate, such as salary of Priest, servant's salary for cleaning the temple, costs of fruits and sweets, taxes and other expenses of the deities property

AND WHEREAS in the circumstances there is no such surplus fund for the maintenance and repair of the temple and for essential services to the deities **AND WHEREAS** the said temple which is out of repair for

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a long time is liable to collapse before the ensuing monsoon unless urgent repairs are immediately executed.

AND WHEREAS the Estate of the deities have no funds or other resources of income to carry out the repairs to the temple and the estate of the deities the party of the first part decided to grant a lease of demise the scheduled properties which is not yielding income on terms hereunder contained.

AND WHEREAS the party of the Second part has offered to pay Rs.5,00,000/- (Rupees Five Lacs) only as one time Premium for leasing out the scheduled property as is where is basis and the said offer is the highest among others. **AND WHEREAS** the said LESSEES are also satisfied about the bonafides of such demise and has agreed to accept the same.

NOW THIS INDENTURE WITNESSES THAT in consideration of the sum of Rs.5,00,000/- to be paid to the party of the first part as at a time premium immediately on execution of these presents and the covenants and conditions to be observed and performed on the part of the Lessees and in the circumstances aforesaid and for legal necessities and justifying causes the party of the first part as shebait for and representing the deities and as such as Lessors and in exercises of all powers authorities and liberties vested on them as such shebait doeth hereby and hereunder grant transfer demise and assure as and by way of lease unto and to the use of the party of the

Security

Second part the property fully mentioned and described in Schedule hereunder written **TO HAVE AND TO HOLD** the same on lease for a term of 999 years as hereunder contained, commencing from the 1st day of May, 2007 AND THAT the Lessee doeth covenant and agree with the Lessors as follows :

- a) To pay for and discharge and satisfy all Municipal rates, taxes, assessments and imposition which are now or during the said term and other liabilities and outgoings as may be hereafter imposed or assessed on the said premises, or on the lessees in respect thereof, by any public or statutory body or authority and keep the Lessors indemnified against all loss damages etc. suffered or costs charges and expenses incurred on that account.
- b) At all times during the term of the lease to keep and maintain the premises clean, tidy, healthy, free from moth and white ants, wind and water-tight in all seasons and further in good and substantial repair, reasonable wear and tear and damage by fire or storm excepted.
- c) To construct a new building or multi storied building on the demised property at a cost of the Lessees according to the sanctioned plan of the Kolkata Municipal Corporation and to induct tenant or tenants or sub lease the said premises to a Third party and to realise premium, rent from them, the said

Secretary

premises will vest in and be the property of the deities on termination or determination of the lease period hereunder created without any claim by Lessees on that account.

- d) To replace all the sheds, godown and the existing structure if necessary and to make any structural additions or alterations of the existing structure, sheds godown to the demised premises without the consent verbal and/or written of the Lessors.
- e) To permit the Lessors, their servants and agents at all reasonable hours to enter into the property to inspect the condition of the Leasehold property with a prior 48 hours notice.
- f) At all times during the said term to use and occupy the demised property as office premises or commercial or residential dwelling house for themselves and the members of their family and the Lessees can induct tenant and sub Lease the said property for carrying on any trade or business or publicity thereof in the said premises but the Lessees shall not use nor permit others to use the same or any part thereof for any illegal purpose.
- g) Lessors can create any sublease or assign any part with their leasehold estate or interest of the said premises created under

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these presents the Lessess can sublet, sub lease the same or any part thereof to any person or persons whomsoever, or to make any structural addition or alteration therein.

- i) On the expiration or earlier determination of the lease to yield and deliver peaceful vacant possession of the premises in its entirety together with all improvements, if any, done thereto without any claim for compensation or otherwise on any account whatsoever.

And the Lessors doeth hereby covenant and agree with the Lessees as follows :

- a) To use the premium solely and exclusively for the purpose of repairs to the temple and estate of the deities as hereunder contemplated.
- b) At all times during the said term, to pay the house tax of the deities premises whenever the same falls due and other taxes as and when assessed.
- c) Upon the Lessees paying the premium hereby reserved and observing and performing the conditions and covenants herein contained, the Lessees shall quietly and peaceably hold, possess and enjoy the said premises during the said term

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without any interruption and disturbance by the Lessors or any person claiming under or in trust for them.

Provided, however, and it is expressly agreed and declared by and between the parties hereto that, in case breach of any of the terms conditions and covenants to be observed and performed by the Lessees, the lease shall at the option of the Lessors stand determined notwithstanding any waiver or condonation of the breach or any intermediate negotiations to the contrary when and in such an event the Lessors shall be entitled to re-enter into the property and repossess the same as their former estate with all improvements done thereto and without prejudice in any case to their right to recover damages for breach of such conditions and covenants.

AND THAT the party of the First part doth hereby further covenant and agree with the party of the Second part that the said property is free from encumbrances except the charge for the maintenance and Seva and Puja of the deities and that the same is not otherwise prejudiced in title or estate and that the party of the First part has not done executed or performed anything whereby they are hindered or prevented from granting and/or transferring the same or lease in the manner hereinbefore indicated. **AND THAT** the Lessees shall bear and pay all costs of and incidental to this lease, including stamp duty and registration charges.

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SCHEDULE

ALL THOSE pieces of land containing in all an area of 10 Cottahs 9 Chittaks and 41 Sq.ft. more or less with sheds godown and structure standing thereon measuring more or less 500 Sq.ft. being premises No.64/2/1, Belgachia Road, at present Khudiram Bose Sarani, P.S. Ultadanga, within Kolkata Municipal Corporation, Ward No.3, Sub Registry office Sealdah and delineated in the map or plan annexed hereto and bordered with RED colour thereon, which is butted and bounded as follows :-

- ON THE NORTH** : By 64/1/1, Khudiram Bose Sarani, (Belgachia Road), Petrol Pump.
- ON THE SOUTH** : By 64/2B, Khudiram Bose Sarani, (Belgachia Road), North Point Motor (P) Ltd.
- ON THE EAST** : By 63, Khudiram Bose Sarani, (Belgachia Road).
- ON THE WEST** : By K.M.C. Road, Khudiram Bose Sarani, (Belgachia Road).

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals the day, month and year first above written.

SIGNED SEALED AND DELIVERED

In the presence of :-

Sannan Kumar Gupta
1. 63/2A Belgachia Road
Cal 37

2. *Asish Ray*
4, Rusrayin Parari Rd.
Kolkata - 2

3. *Komal Maity*
66/2 Belgachia Road
Cal 37

Sivapankumar Chatterjee
By the Constituted Attorney
On behalf of the Lessors.

1. *Rameshwar Kumar Gupta*

2. *Amrita Gupta*
Signature of the ~~Lessors~~ ^{Lessors}

Drafted by me
K. C. Karmsker
Advocate
High Courts, Calcutta.

MEMO OF CONSIDERATION

RECEIVED from the within named Leases the sum of Rs.5,00,000/-
(Rupees five lacs) only as one time premium as per memo given herein
below *by cash* :-

Rs. 1,000/- X 500 —————> Rs. 5,00,000/-

TOTAL : Rs.5,00,000.00

(Rupees five lacs only)

WITNESS :

1. *Sanjay Kumar Gupta*

2. *Asish Ray*

3. *Komal. Mallik*
66/2. Badajachin Road.
Kol. 37

Swapan Kumar Chatterjee

By the constituted attorney
On behalf of the Lessors

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