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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

K 553522

Admissible UIR 21 duly stamped
 (or exempt from or does not require
 stamp duty) under the Indian Stamp Act 1899
 Fees Paid.....

[Signature]
 District Sub-Registrar
 Purba Medinipur
 TAMILUK

19 JUN 2014

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 13/6/14
 7-30 PM

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 H. E. M.
 28/7/14

19/7/18
 P. P.
 4/11/18

THIS INDENTURE OF SUB-LEASE made this 13th day of June Two Thousand and Fourteen BETWEEN SAROJ KUMAR BERA, son of Sri Ananta Kumar Bera Hindu Businessman residing at Brajanathchak, P.O. Haldia Port, P.S. Haldia, District Purba Medinipur, hereinafter referred to as the SUB-LESSOR having

कार्ड नं 213 के. उ. 9/6-(2028)

मूल्य 2000/- टंका

कार्डर नाम Om Sramo Sibaya Construction. PVT. LTD.

प्लॉट नं. Baishnabchak, P.O. Debhoga

थाना Haldia

आपने क्षेत्र 3-वी अनुसूचित नईति, बाबाय
पुताहाटा ए.डि.एस.आर. अफिस
पहिले नं - 129/62 गज
जिला पर्व प्रविष्टि

Saroj Kumar Bera



N.E No 269

Saroj Kumar Bera



District Sub-Registrar
Purba Medinipur
Tamiluk

13 JUN 2016

Sayanta Acharya
S/o - Late Moromohan Acharya
Vill + Po - Lalshya P.S. Mahishadal
Service

OM SRAMO SIBAYA CONSTRUCTION PVT. LTD.

Mang. K. Bhattacharya
Director



N.E No 270

PAN AEVPB9486Q (which term or repression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors administrators representatives and assigns) of the ONE PART AND OM NAMO SIBAYA CONSTRUCTION PVT. LTD. a private limited company incorporated under the Companies Act, 1956 having its registered office at Balshnabchak, Uttar Purbapalli, Purba Medinipur – 721637 having PAN AABC09156F, represented by its Director Manoj Kumar Bhowmik son of Mrityunjoy Bhowmik residing at Vill – Balshnabchak, P.O. Debhog, District – Purba Medinipur – 721637, hereinafter referred to as the SUB-LESSEE (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors, representatives and assigns) of the OTHER PART.

WHEREAS

- i) By an Indenture of Lease dated 27th day of November, 1998 made between The Councillors of Haldia Municipality therein referred to as the Lessor (hereinafter referred to as the Head Lessor) of the One Part and Biharji Estates Pvt. Ltd. therein referred to as the Lessee of the other part and registered in Book No. 1, Volume No. 2, Pages 185 to 185, Being No. 3958 for the year 1998 at the office of the A.D.S.R, Sutahata, District – Purba Medinipur, the said Head Lessor for the consideration therein mentioned granted and demised unto the said Lessee therein (Biharji Estates Pvt. Ltd.) All That the pieces or parcels of land measuring 1.70 acres in Plot No. 340, 1.84 acres in Plot No. 339, 0.15 acres in Plot No. 338, 0.51 acres in Plot No. 539 and 0.80 acres in Plot No. 540, aggregating to 5 acres, in Mouza Brajanathchak, J.L. No. 196, Haldia in the District of Medinipur (now Purba Medinipur) morefully and particularly described in the Schedule thereunder written and also in the First Schedule hereunder written (and hereinafter referred to as the said Land) for a period of 999 years commencing and/or deemed to have

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commenced from the date of execution of the lease at a yearly rent of Rs.5,000/- (Rupees Five Thousand) only subject to revision every thirty years at the discretion of the Head Lessor subject to a maximum of 5% above the previous years rent and on the terms, conditions and covenants therein mentioned (hereinafter referred to as the said Indenture / Head Lease)

- ii) By a Deed of Lease in Bengali language dated 2nd August, 2006 corresponding to 16th Sravana, 1413 B.S. made between the said Biharij Estates Pvt. Ltd. (subsequently known as SPS Infrastructure Pvt. Ltd and thereafter as SPS Infrastructure Mani Pvt. Ltd. and thereafter as IQ City Infrastructure Pvt. Ltd.) therein referred to as the Lessor of the One Part and Saroj Kumar Bera, the Sub-Lessor herein therein referred to as the Lessees of the Other Part and registered in Book No. 1, Volume No. 181, pages 17 to 31, Being No. 4055 for the year 2006 at the office of the A.D.S.R. Sutahata, Purba Medinipur, the Lessor therein granted and demised unto the Lessee therein All That the piece or parcel of land measuring about 122.579 decimals out of the said Land particularly described in the Schedule thereunder written and delineated in the map or plan annexed thereto and marked as Plot 'P' for the period and on the terms conditions and consideration therein mentioned.
- iii) The Sub-Lessor is now thus seized and possessed of and otherwise well and sufficiently entitled to, amongst other lands, All That the land measuring 122.579 decimals on and subject to the terms of the said Lease dated 2nd August, 2006.
- iv) Upon being approached by the Sub-Lessee, the Sub-Lessor now intends to Sub-lease All That the said 122.579 decimals of land being the plots earmarked as Plot No. 'P' in the Plan annexed hereto and bordered 'RED' and particularly described in the Second Schedule hereunder written (and hereinafter referred to as the Demised Land or the Demised Premises).

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- v) The Sub-Lessor has assured and further represents to the Sub-Lessee as follows :-
- a) The Sub-Lessor is the sole Lessee/Sub-Lessee of the said Demised Land.
 - b) The Sub-Lessor is in lawful occupation and possession of the demised land and
 - c) The Sub-Lessor has good marketable indefeasible title in the demised land which is free from all encumbrances whatsoever.

NOW THIS INDENTURE WITNESSETH as follows :-

That in consideration of premium or Selami of Rs.1,80,00,000/- (Rupees One Crore Eighty Lakhs) only and the annual rent hereby reserved and of the covenants, conditions and agreements hereinafter contained and on the part the sub-Lessee to be observed and performed the Sub-Lessor doth hereby grant and demise unto the Sub-Lessee All That the said Demised Land / Demised Premises measuring about 122.579 decimals being plot No. 'P' particularly described in the **Second Schedule** hereunder written and delineated in the map or plan annexed hereto and thereon bordered 'RED' **TO HOLD THE SAME** unto and in favour of the Sub-Lessee for the period of 99 (ninety – nine) years commencing from this date yielding and paying during the said term the proportionate share of the annual rent of Rs.5,000/- (Rupees Five Thousand) only reserved under the said Head Lease i.e. about Rs.1226/- subject to revision in the same manner and period and in the same proportion and extent as contained in the said Head Lease subject however to the terms and conditions laid down in the said Head Lease, which shall apply mutatis mutandis, and also in these presents.

It is mutually agreed and covenanted by and between the Sub-Lessor and the Sub-Lessee as follows :-

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- I. The Sub-Lessee shall observe fulfill and comply with all terms conditions and covenants laid down in the said Head Lease, which shall apply mutatis mutandis to these presents.
- II. The Sub-lessee shall not do or omit to do any act deed or thing which may affect or prejudice or lead to determination and/or forfeiture of the Head Lease and/or whereby any property benefit or right of the Sub-lessor or any other person under the Sub-lessor are or may be prejudicially affected, impaired or put to jeopardy and shall keep the Sub-lessor fully indemnified in this behalf.
- III. Without in any manner violating the terms conditions and covenants laid down in the said Head Lease, it is agreed that:
 1. The Sub-Lessee shall have the right to construct structures/buildings for residential/commercial purposes at its own cost and sub-lease to public/Government/semi Government and all such persons which the sub-lessee may deem fit without giving notice for information to the Head Lessor or the Sub-Lessor within the period the sub-lease is granted to the Sub-Lessee.
 2. The Sub-Lessee can draw directly all considerable value for the above constructions or sub-leased area of land/building/structure/etc. directly from the public government/semi-government/private or public sector without making any reference or seeking any permission from the Sub-Lessor.
 3. The Sub-Lessor can in no way object to the Sub-Lessee collecting lease rent directly from the holders of sub-lease towards the area sub-leased to them.
 4. The Sub-Lessee who shall pay the lease rent of the head lease on behalf of sub-Lessor be entitled to collect the lease rent from the assignee/ transferee / under- Lessee.

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5. The sub- Lessee shall have the right to advertise if any form of media for one or a large number of portions to be Sub-leased in accordance with the sanctioned plan of the Municipality.
6. The Sub-Lessee shall have the right to form a society run by the Sub-lessee maintaining the structure/building/open land/club and all such areas which will be developed by them.
7. The Sub-Lessor should not object to any water connections/electricity connections/sewerage connection and any such infrastructural facilities which will be required for industrial/social housing and commercial purposes to be applied by individual sub-lessee.
8. No permission is required from the Sub-Lessor while sub-leasing a part or whole of the demised land/land with or without the aforesaid constructional structures, such as flats/buildings/open areas/commercial areas and all such areas to be developed by the said Sub-Lessee or sub-leased to individual or groups.
9. The Sub-Lessor shall execute and register such documents/papers in future as may be required for more perfectly assuring the title of the Sub-Lessee in the demised land at the cost of the Sub-Lessee.
10. The Sub-Lessor shall not object nor create any obstruction during the construction of the buildings according to sanctioned plan and installation of electric, water and telephone connection and for carrying out lawful business including inductions of tenants and in the event of any objection is raised by the Sub-Lessor such obstruction shall not be entertained by any court. if due to any objection by the Sub-Lessor, the Sub-Lessee suffers any loss such loss shall be compensated by the Sub-Lessor.

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11. If for any reason whatsoever, the sub-Lessee is dispossessed of the demised land then the Sub-Lessor shall either put the Sub-Lessee in possession at his costs or pay the compensation for the loss suffered by the Sub-Lessee for such dispossession.
12. The Sub-Lessee shall mutate his name in the records of the municipality and pay the necessary taxes, rents, revenue and cesses.
13. The Sub-Lessee shall be entitled to sub-demise and/or transfer the demised land or part thereof with or without construction thereon or on part thereon and to receive the consideration for the same.
14. If the demised land or part thereof with or without construction is acquisitioned or requisitioned by the Government or any other authority/organization then the compensation receivable for such acquisition or requisition shall be received and/or appropriated by the sub-Lessee alone.
15. That the obligations and covenants to be performed by the Sub-Lessee shall continue throughout the tenure of sub-lease are as follows :-
 - a) To pay the annual rent to the Sub-Lessor within the first 60 (sixty) days of the year for which such rent shall be payable and due receipt will be issued by the Sub-Lessor for such payments. The year will mean the English calendar year.
 - b) In default of payment of rent of any year, the amount of rent will carry interest @10% p.a. till realization.
 - c) In the event of sub-Lessee holding over after the expiration of the period of this demise, the sub-Lessee shall be held liable on account of any year subsequent to

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the expiry of the period of this demise for the rent at such rate as may be assessed upon the demised land as may be fixed in the Board's Meeting of the Head Lessor. In case of holding over, the Sub-Lessee shall indemnify and keep the Sub-Lessor fully saved harmless and indemnified of from and against all losses damages costs claims demands whatsoever, including those made by the Head Lessor.

- d) To demarcate the Demised 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 be easily identified. Provided that the Head Lessor and the Sub-Lessor and the Sub-Lessee reserve the right to preserve the boundary pillars jointly at the cost of the Sub-Lessee. In case any dispute arises relating to the boundary, the Head Lessor & Sub-Lessor agrees to help the sub-lessee in solving the dispute without being obliged therefor.
- e) To keep the land free from all sorts of nuisance, the Sub-Lessee shall not use the demised land for any immoral, illegal or unsocial purpose or in any manner so as to become a source of grave danger to public peace and safety.
- f) To construct the buildings in conformity with such building rules as may from time to time be framed by the Municipality or other Authorities prescribed on that behalf and according to plans, specifications, elevations, designs and sections sanctioned by the Municipality.
- g) The Sub-Lessee shall not be entitled to convert the demised land or any part thereof into a place of religious worship, or change the land to any other class without the permission of the Head Lessor and the Sub-Lessor.

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This impartation excluded the purpose for which it is being sub-leased out.

- h) The Sub-Lessee shall permit the Sub-Lessor and the Head Lessor and their agents on 24 hours notice at all reasonable time during the erection of the buildings and structures hereto to enter upon the Demised Land to view the constructions for the time being erected or in course of erection thereon and for all other reasonable purpose.
- i) The Sub-Lessee shall not after determination of the lease remove without the permission in writing of the Head Lessor and the Sub-Lessor anything which has been attached to the earth of the Demised Premises.
- j) Should the Sub-Lessee duly and faithfully observe and fulfill the terms, conditions and covenants on the part of the Sub-Lessee herein mentioned on the expiry of the term hereby reserved and subject to the Sub-Lessor having the power and rights to grant renewal, the Sub-Lessee shall be entitled to have a renewal of the sub-lease for a period of 99 (ninety nine) years and thereafter to successive like periods upon the same terms and conditions save as to rent which may be increased or otherwise varied in accordance with the Head Lease.
- k) The Sub-Lessee shall be entitled, without the Sub-Lessor being obliged / liable, to obtain permission from the Head-Lessor so that the Sub-Lessee shall be provided with all facilities in regard to sewer connections, water supply, electric connection, roads and any other amenities as may be available.
- l) Prior written approval of the Municipality for all such connections should be obtained.
- m) Provided always that if there be any breach of any of the terms and conditions and covenants herein on the part of

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the Sub-Lessee contained the Sub-Lessor shall have the right to re-enter 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 Sub-Lessor shall not exercise the right without serving the Sub-Lessee a notice in writing giving six months time to remedy the breach.

- n) The Sub-Lessee shall have right to sub-lease to its nominee/nominees the sub-leasehold interest of the demised land and/or structure building/flats open areas/commercial areas or any such area developed by the Sub-Lessee standing thereon in favour of L.I.C. or nationalized Bank or Government or Semi - Government Organization, or registered Housing Co-operative Society or statutory Body by creating mortgage for borrowing/repayment or loan towards flats, housing Complex, Commercial complexes or any such developed area the said mortgage can be created in favour of financial Institutions/I.D.B.I., Housing Development Finance Corporation Ltd./Banks/H.U.D. CO/H.D.F.C as the case may be, while creating such a charge of mortgage no permission shall be required from the Sub-Lessor within the period of lease hereby granted and for the period of renewal if any to be there in the near future.
- o) The Sub-lessee shall collect all sorts of lease rent/consideration value to be paid by the under-lessee to the Sub-Lessee directly having arrangement between the under-lessee and Sub-Lessee in respect of the sub-leased portion for the remaining period of the aforesaid lease to which no permission shall be required from the Sub-Lessor.

THE FIRST SCHEDULE ABOVE REFERRED TO

Mouza – Brajanathchak J.L. No. 196	Plot No.	Area
	340	1.70 Acres
	339	1.84 Acres
	338	0.15 Acres
	539	0.51 Acres
	540	0.80 Acres
	<u>Total</u>	<u>5.00 Acres</u>

Boundaries of the plots:

North : Municipality Road;

South : Municipality Road;

West : Municipality Road;

East : Acquired land of Municipality over plot No. 341, 346, 339,
540 of Mouza Brajanathchak.THE SECOND SCHEDULE ABOVE REFERRED TO

(Demised Land / Demised Premises)

ALL THAT the piece or parcel of land measuring 122.579 decimals be the same a little more or less being a divided and demarcated portion of the said 5 acres of land particularly described in the **First Schedule** hereinabove and marked as plot No. 'P' and delineated in the map or plan annexed hereto and thereon bordered **RED** and butted and bounded as follows :-

On the North : By Plot No. or Kshetra 'K', 'L', 'M' and 'N'

On the South : By Road;

On the East : By Plot No or Kshetra 'O' and

On the West : By Road;

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

SIGNED AND DELIVERED

by the SUB-LESSOR above named
at Haldia in the presence of the
following Witnesses :

1. *Sanjay Kumar Bera*
Vill - Jambhagan, P.S. - Sakti City
Dist - Purba Medinipur

Sasoj Kumar Bera

SUB-LESSOR

2. *Sayanta Acharya*
Vill + PO - Lakshya, P.S. - Malichadal
Dist - Purba Medinipur, WB.

SIGNED AND DELIVERED

by the SUB-LESSEE above named
at Haldia in the presence of the
following Witnesses :

1. *Atanu Mishra*
Vill: Baishnabchak, P.S: Haldia
P.O: Debhog, Dist: Purba Medinipur

OM NAYO SIDAYA CONSTRUCTION PVT. LTD.

Mang Kr Bhowmik

Director

SUB-LESSEE

2. *Anit Sinha*
Vill - Kalikakhal
P.O. - Math Chandipur
P.S. - Chandipur
Dist - Purba Medinipur

Drafted by me under instruction of the SUB- LESSEE

Sandip Heiti (Advocate)

Advocate R. No. 100, G-653/246/09

SPECIMEN FORM FOR TEN FINGER PRINTS



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

OM NAMO SIBAYA CONSTRUCTION PVT. LTD.

Signature Mangj Kumar Bhermish



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature Sasoj Kumar Bera



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature _____



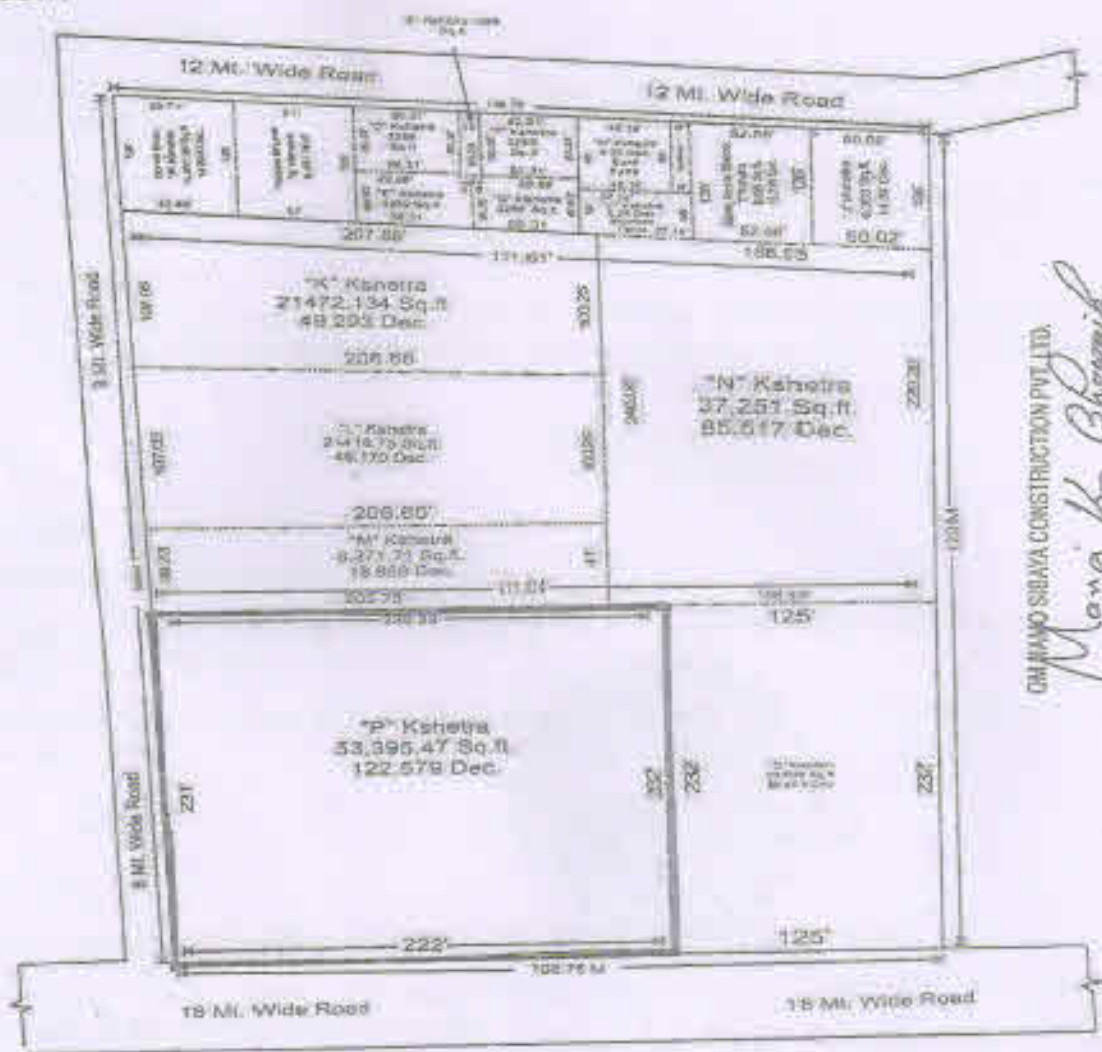
	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature

Signature _____



THIS MAP SHOWING PARTICULAR PLACE
 PART OF MOUZA : - BRAJANATHCHAK, J.L. No.196,P.S.- HALDIA
 5 ACRE AREA SHOWN IN THE HAND SKETCH
 MAP SITUATED IN THE PLOT NO.:338, 339, 340, 539 & 540.
 DIST.- PURBA MEDINIPUR



CHHANO SIBAYA CONSTRUCTION PVT.LTD.

Mang K. Bhattacharya
 Director

Sasoj Kumar Bera

SAMPLE REFERENCE:-
 SUB LEASE PLOT NO.:338,339,340,539 & 540.
 SUB LEASE PLOT MARKING WITH RED COLOUR
 AREA IN 'P' KSHETRA =122.579 DECIMAL.
 OUT OF 5 ACRES OF LAND

THE SKETCH IS DRAWN BY.

Lakshmi Kanta Maity
 LAKSHMI KANTA MAITY
 VILL: JAMALCHAK,
 P.S.: SUTAHATA,
 DIST.: PURBA MEDINIPUR



Government Of West Bengal
Office Of the D.S.R. - I PURBA MIDNAPORE
District:-Purba Midnapore

Endorsement For Deed Number : I - 03820 of 2014
(Serial No. 03597 of 2014 and Query No. 1101L000006646 of 2014)

On 13/06/2014

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

Presented for registration at 07.30 hrs. on 13/06/2014, at the Private residence by Saroj Kumar Bera
Executant.

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

Execution is admitted on 13/06/2014 by

1. Saroj Kumar Bera, son of Ananta Kumar Bera , Village: Brajanathchak, Thana:-Haldia, P.O. :-Haldia,
District:-Purba Midnapore, WEST BENGAL, India, , By Caste Hindu, By Profession : Business
2. Manoj Kumar Bhowmik
Director, Om Namu Sibaya Construction Pvt Ltd., Village:Baishnabchak, Thana:-Haldia, P.O. :-Uttar
Purba Palli, District:-Purba Midnapore, WEST BENGAL, India,
By Profession : Business
Identified By Jayanta Acharya, son of Lt. Monomohan Acharya, Village:Lakshya, Thana:-Mahishadal,
P.O. -Lakshya, District:-Purba Midnapore, WEST BENGAL, India, , By Caste: Hindu, By Profession:
Service:

(Malay Kanti Das)
DISTRICT SUB-REGISTRAR

On 16/06/2014

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been
assessed at Rs -1,77,40,166/-

Certified that the required stamp duty of this document is Rs.- 1241822 /- and the Stamp duty paid as
Impresive Rs.- 1000/-

(Malay Kanti Das)
DISTRICT SUB-REGISTRAR

On 19/06/2014

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 5, 63 of Indian Stamp Act 1899.

**Registration Fees paid Online using Government Receipt Portal System (GRIPS),
Finance Department, Govt. of WB**


(Malay Kanti Das)
DISTRICT SUB-REGISTRAR



Government Of West Bengal
Office Of the D.S.R. - I PURBA MIDNAPORE
District: Purba Midnapore

Endorsement For Deed Number : I - 03820 of 2014
(Serial No. 03597 of 2014 and Query No. 1101L000006646 of 2014)

Registration Fees Rs. 1,95,179/- paid online on 17/06/2014 12:41PM with Govt. Ref. No. 192014150003472662 on 17/06/2014 12:04PM, Bank: State Bank of India, Bank Ref. No. 170614090006498 on 17/06/2014 12:41PM, Head of Account: 0030-03-104-001-16, Query No:1101L000006646/2014

Stamp Duty paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Stamp duty Rs. 12,41,822/- paid online on 17/06/2014 12:41PM with Govt. Ref. No. 192014150003472662 on 17/06/2014 12:04PM, Bank: State Bank of India, Bank Ref. No. 170614090006498 on 17/06/2014 12:41PM, Head of Account: 0030-02-103-003-02, Query No:1101L000006646/2014


(Malay Kanti Das)
DISTRICT SUB-REGISTRAR


(Malay Kanti Das)
DISTRICT SUB-REGISTRAR

Certificate of Registration under section 60 and Rule 60.

Registered in Book - I
CD Volume number 18
Page from 2752 to 2772
being No 03820 for the year 2014.




(Malay Kanti Das) 19-June-2014
DISTRICT SUB-REGISTRAR
Office of the D.S.R. - I PURBA MIDNAPORE
West Bengal