

1423

I-1438 3000Rs.



Certified that the Document
 is Admitted to Registration the
 Signature Sheet and the Endr-
 osements Attached with this
 Documents are the Part of this
 Document.

A.D.S.R. *[Signature]*
 Burdwan

13 MAR 2009

THIS INDENTURE OF LEASE made this 12th day of MARCH, 2009

BETWEEN

3000/-

2000Rs.



THE GOVERNOR OF THE STATE OF WEST BANGAL represented by the Special Officer, Urban Development (Town & Country Planning) Department, Govt. of West Bengal having its office at City Centre, Durgapur-16 called the 'LESSOR' (which expression shall include his successors in office and assigns) of the ONE PART

AND

M/s. Dutta Automobiles a Partnership firm represented by Shri Kamalesh Dutta, Son of Shri Narayan Chandra Dutta having office at Nachan Road, Benachity, Durgapur-13, HEREINAFTER CALLED THE 'LESSEE' (which expression shall unless excluded by or repugnant to the context be deemed to include his / her / their / heirs executors, administrators, representative and assigns) of the OTHER PART.

WHEREAS the Lessee has applied to the lessor for the grant to him/her/them of a lease of the plot of land hereinafter more particularly mentioned and described in the schedule hereunder written, being part of the area of land acquired and being developed by the Government of West Bengal (hereinafter referred to as the 'GOVERNMENT') under Land Acquisition and Development Scheme for West Bengal at City Centre, Durgapur for the period and on the terms, conditions and covenants hereinafter mentioned and the lessor has agreed to the proposal of the lessee.

NOW THIS INDENTURE WITNESS AS FOLLOW:

1. In consideration of the premium of the sum of Rs. 44,45,300/- (Rupees forty four lac forty five thousand three hundred) only being at the rate of Rs. 1,00,000/- per cottah agreed to be paid to the lessor by the lessee, out of which a sum of Rs. 44,45,300/- (Rupees forty four lac forty five thousand three hundred) only was paid on 25/02/2009 with full satisfaction in respect of premium of land and promise of the lessee to pay the ground rent as prescribed and the lessee's covenants hereinafter reserved and contained, the lessor both hereby demise unto the lessee ALL THAT piece or parcel of land heredeterments and premises more particularly described in the schedule hereunder written (hereinafter referred to as the 'Demised Land') TO HOLD THE same UNTO the lessee as from the 28th day of February 2009 for the term of 99 (ninety nine) years paying an annual rent at the rate of Rs. 15/- (Rupees fifteen) per cottah only during the said terms on the 31st day of March every year for the year of which such rent shall be due and payable without any deduction or abatement whatsoever.
2. That the Lessee to the intent that the obligations may continue throughout the term hereby created and covenants with the Lessor as follows: -
 - (i) To pay the annual rent of the demised land at the rate of Rs. 15/- (Rupees fifteen only) per cottah or part thereof from the year of possession of the land or execution of lease deed which ever is earlier.
 - (ii) 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 and its interest at the rate of Rs. 10/- (Rupees ten only) per annum on the amount of the rent in arrear from the date of default till the date of payment and the arrear with interest payable there of shall be realised as a Public demand under the Bengal Public Demand Recovery Act or any Statutory modification thereof of the time being in force.
 - (iii) To bear /pay discharge all existing and future rates, taxes, assessment duties, impositions and outgoing whatsoever imposed or charged upon the demised premises or upon the owner or occupier in respect thereof or payable by either in

respect thereof.

- (iv) To construct the building, hereinafter mentioned according to the rules of the Municipal Corporation / Authority having jurisdiction and in the absence of such Corporation / Authority according to the rules as may be prescribed by the Government and according to the plans, elevations, designs and sections as may be sanctioned by the Government or by any local or statutory authority in that behalf within three years from the date of execution of lease deed or possession of land which ever is earlier.
- (v) To use of the demised land purely for the propose of erecting a building for setting up a Automobile Showroom & Highway Facility Commercial purpose and for no other purposes whatsoever without the previous consent in writing of Government failing which the First Party / Lessor reserves the right to terminate the term lease forfeit the amount / amounts paid and resume possession of the land subject to payment of such reasonable compensation for standing structures, if any as may be described by the First Party / Lessor.
- (vi) Not to erect or build or permit to be erected or to be built on the demised land any building other than that as herein before provided and shall not make additions and alteration of the site and to the building so to be erected and built as aforesaid except with the prior approval of Government or any other local or statutory authority in that behalf as the case may be.
- (vii) Not to engage in the premises in any commercial activity other than those prescribed by the Municipal or any other Authority empowered to do so and in particular not to engage in trade and businesses which are offensive noxious or injurious to public health.
- (viii) Not to assign, underlet, or part with the possession of the demised land and the buildings erected/or to be erected there on or any part thereof without first obtaining the written consent of the lessor and in any event not to any person who is not qualified to be an allottee of such plot of land under the rules framed by the Government called " The Land Acquisition and Development Scheme Rules for West Bengal ". The Government shall have the right to impose such conditions as it may think in case it decides to consent to the lessee assigning the leasehold interest in the demised land to any other person.
- (ix) Not to mortgage or charge the leasehold interest of the lessee in the demised land and the buildings erected or to be erected thereon without the previous consent in writing of the Government, provided however, in the event of transfer, the First Party / Lessor reserves the right to resume the lease hold after paying to the Second Party / Lessee the premium originally fixed and such fair and reasonable compensation for buildings and improvement effected as shall be decided by the First Party.

- (x) After the acceptance of the allotment, the lessor will not accept any application / proposal for transfer. However, where the premium has been paid in full lease agreement has been executed and a habitable unit / a building up to roof level as per approved plan has been constructed, the lessee will have the option to transfer the land to any other person with prior consent of the lessor in writing subject to payment of the difference of premium as per prevailing rules of the Authority.
- (xi) If any bequest for the leased hold premises and the building erected or to be erected thereon is made by the lessee in favour of the person and or persons other than the members of a family of immediate blood relations namely wife / husband, sons, daughters, father, mother, brothers and sisters of full blood of the said lessee only and if probate is granted and placed before the lessor the same will be accepted by the lessor on payment of difference of land premium to the Authority by the person and or persons in favour of whom the probate has been granted and issued.
- (xii) Should the Second Party / Lessee die or goes into liquidator after having made a bequest of lease hold premises and the building erected or to be erected thereon in favour of more than one person or die in testate leaving more than one heir then in such case the persons to whom the lease hold premises with buildings thereon be so bequested or the heirs or the successor in interest of the Second Party / Lessee, as may be approved by the court or otherwise as the case may be shall hold the said property jointly without having right to have partition of the same by metes and bounds or they shall nominate one person amongst their number in whom the same shall vest.
- (xiii) To bear and pay all expenses incurred in respect of preparation, execution and registration of the indenture of lease including the stamp duty and registration fees payable therefore.
- (xiv) To pay the proportionate charges for the lighting of street lights near the demised premises and the proportionate cost for the maintenance of the pumps for the supply of water sewerage and gas to the demised premises at such rates as will be fixed by the Government or any other appropriate authority as the case may be.
- (xv) Not to use or allow to be used the leasehold premises and/or the buildings and structures erected to be erected thereon for any illegal or immoral purposes or to be so used as to cause any annoyance or inconvenience to the occupiers of adjoining or neighboring premises.
- (xvi) To keep the demised premises including the buildings, sewers, drains, walls and appurtenances in clean and sanitary condition and in a proper state of habitable condition and repairs and to keep the boundaries of the demised land well marked so that the same may be easily recognized and identified.
- (xvii) To observe, perform and comply with all requisitions as may from time to time be

made by the Government or any local or statutory body in respect of the land and the buildings and structures that may be erected thereon by the lessee.

- (xviii) To yield up the demised premises with fixtures except tenants fixtures and additions there to at the determination of the tenancy in good and tenantable repair and condition in accordance with covenants hereinbefore contained.
 - (xix) Not to sub-divide the plot.
 - (xx) Not to construct or allow construction of a place of public worship in any part of the demised land without the permission of the Government in writing first had and obtained.
 - (xxi) The Government shall have the right and be entitled to re-enter and possess the demised premises in default of observance and performance by the lessee of any of the terms, conditions and covenants herein on his part contained.
3. The lessor hereby covenants with the lessee that the lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on his part contained shall peaceably hold and enjoy the demised land during the said term without any interruption by the lessor or any person rightfully claiming under or in trust for him.
4. PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED AS FOLLOWS :-
- a) If the rent hereby reserved or any part thereof shall be unpaid for thirty day after becoming payable (whether formally demanded or not) or if any covenant on the lessee's part herein contained shall not be performed or observed or if the lessee or other person in whom for the time being the term hereby created shall be vested shall become bankrupt then and in any of the said cases it shall be lawful for the lessor at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the lessor in respect of any breach of lessee's covenants herein contained.
 - b) Any notice to lessee required to be served hereunder by way of request/ demand or otherwise howsoever may be given by the Governor or the Government by leaving the same at or sending the same by post at the address of the lessee herein mentioned and any notice sent by post shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice when given by post it shall be sufficient to prove that the envelop containing the notice was posted and a certificate signed by the Government's officer-in-charge of the Despatch Department that the envelop was duly posted shall be conclusive .
 - c) Should on actual measurement the area of the said demised land on demarcation of the boundaries thereof be found to be in excess of the area mentioned in the schedule there under written the lessee shall be bound to pay proportionately additional amount as premium within a fortnight from the date when the lessee is called upon to make such

payment by the Government. In default of such payment the amount of such additional premium shall carry interest at the rate of sixteen percent (16%) per annum or the rate fixed and modified by the Govt. time to time. Should, however, the area on such measurement upon demarcation be found to be less than the area mentioned in the schedule thereunder written the lessee shall be entitled to a proportionate abatement of the premium and the amount of such abatement shall be credited to the account of the lessee towards the balance of the premium/Ground Rent remaining unpaid as hereinbefore mentioned.

- d) All sums payable by the lessee to the lessor and/or the Government under these presents for premium, rent or interest or otherwise shall be recoverable as a public demand under the Bengal Public Demand Recovery Act or any statutory modifications thereof for the time being in force.
- e) In case of determination of lease by surrender / resumption / cancellation of allotment, the premium of the property is to be refunded to the lessee provided that the property is surrendered / resumed in the same condition in which it was leased out. However, the lessor has right to deduct an amount of 5% of premium or salami paid by the Lessee or the amount as decided by the Lessor from time to time as administrative cost for such surrender or resumption or cancellation.
- f) Possession of the demised land will be given after execution of the presents.

THE SCHEDULE ABOVE REFERRED TO :

All that piece or parcel of land measuring 44.453 cottahs/ or 32006.16 square feet (0.734 acre) be the same a little more or less situate lying at and being layout plot No. C-2/1 Block/Sector No. South of G.T. Road, comprising in C.S. Plot No : 856(P) 854(P), 3030(P) Mouza Faridpur J.L. No. 74, Touzi No. 1, Khatian No. 1362, Sub-Division Durgapur, Thana Faridpur, Registration office City Centre, Durgapur-16 in the District of Burdwan within the Durgapur Municipal Corporation and butted and bounded in the manner following, that is to say on the

North By : Open Land of ADDA & NH₂.

South By : 24 Mts. Wide ADDA Road.

East By : ADDA Land.

West By : Lease hold land of IOC Ltd.

The said plot of land also bears layout Plot No. C-2/1 as shown in the map or plan hereto annexed within boundaries in Red Colour.

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

SIGNED SEALED AND DELIVERED FOR :

Special Officer, Urban Development (T & CP) Deptt.,
Government of West Bengal on behalf of GOVERNOR OF
THE STATE OF WEST BENGAL :-



In the presence of

[Signature]
Asstt. Executive Officer
Asansol Durgapur Dev. Authority

Shahapali
Special Officer
Urban Dev. (T & CP) Deptt.
Government of West Bengal
And
Chief Executive Officer, ADDA

SIGNED SEALED AND DELIVERED BY :

BUTTA AUTOMOBILES

Kamlesh Butta
Partner
PAN AACFD3851C

In the presence of

[Signature] UDA
Asansol Durgapur Dev. Authority
City Centre, Durgapur-16

Prepared by

: Drafted as per approved draft of Govt. Of West Bengal in its Urban Development (T & CP) Department.

Typed by

: *Sakti Padajana*

Government Of West Bengal
Office of the A. D. S. R. DURGAPUR
DURGAPUR
Endorsement For deed Number :I-01438 of :2009
(Serial No. 01423, 2009)

On 12/03/2009

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

Presented for registration at 18.15 hrs on :12/03/2009, at the Private residence by Kamalesh Dutta, Claimant.

Admission of Execution(Under Section 58)

Execution is admitted on 12/03/2009 by

1. Kamalesh Dutta, Partner, M/ S Dutta Automobiles, Nachan Road, Benachity,, Durgapur-13,, Dist- Burdwan,
profession : Business
Identified By Sumanesh Roy, son of Late A. K. Roy A D D A, City Centre, Durgapur, Dist- Burdwan 713216 Thana:
Durgapur, by caste Hindu, By Profession : Service.

Admission Execution(for exempted person)

Execution by S Mahapatra alias who is exempted from his personal appearance in this office under section 88 of Registration Act XVI of 1908, is proved by his seal and signature.

Name of the Registering officer : **Malay Chakraborty**
Designation : **ADDITIONAL DISTRICT SUB-REGISTRAR**
OF DURGAPUR

On 13/03/2009

Certificate of Admissibility(Rule 43)

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

Payment of Fees:

Fee Paid in rupees under article : A(1) = 48895/- , E = 7/- , A2(a) = 17/- on: 13/03/2009

Deficit stamp duty

Deficit stamp duty Rs 306400/- is paid, by the draft number 980811, Draft Date 07/03/2009 Bank Name STATE BANK OF INDIA, Bankura, received on : 13/03/2009.

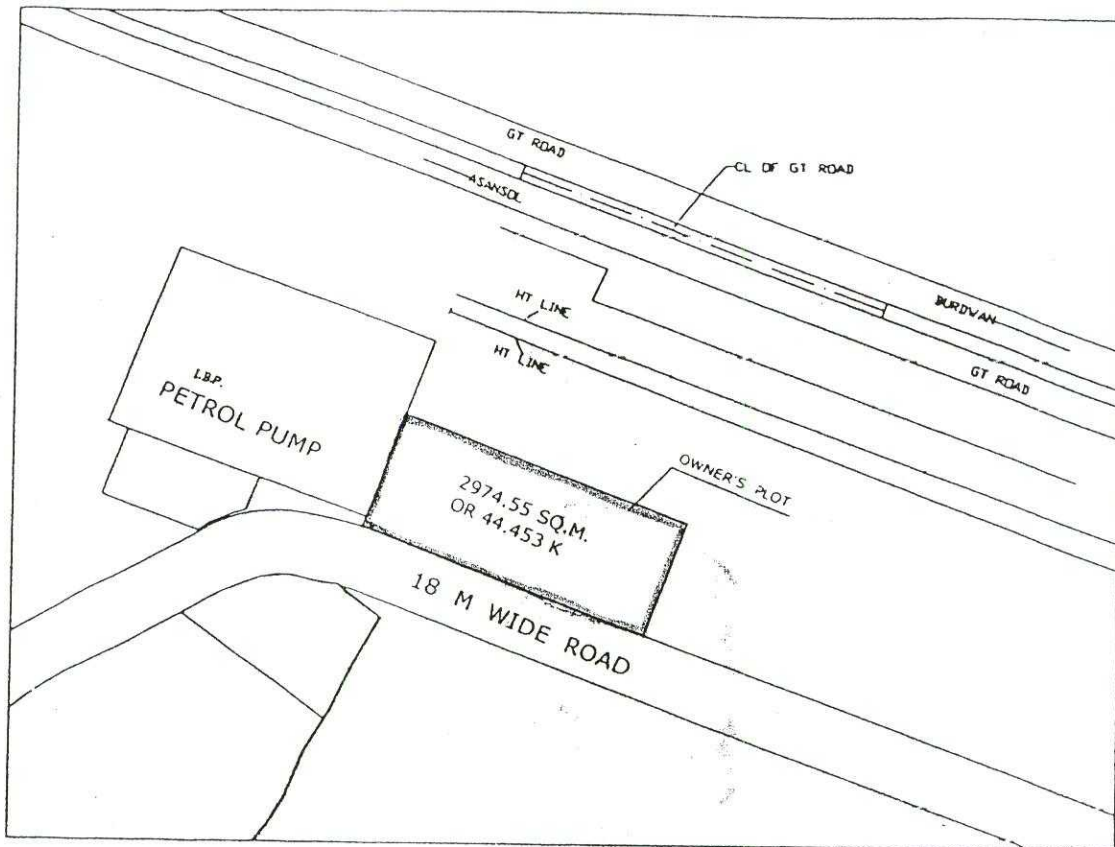
Name of the Registering officer : **Malay Chakraborty**
Designation : **ADDITIONAL DISTRICT SUB-REGISTRAR**
OF DURGAPUR

[Malay Chakraborty]
ADDITIONAL DISTRICT SUB-REGISTRAR OF
DURGAPUR
OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF
DURGAPUR

Govt. of West Bengal

3 MAR 2009

PLAN SHOWING THE LAND LEASED OUT TO DUTTA AUTOMOBILES FOR SETTING UP AUTOMOBILE SHOWROOM & HIGHWAY FACILITIES AT CITY CENTRE DURGAPUR-16

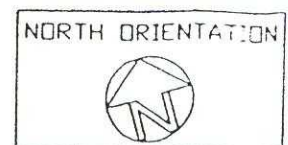


SCHEDULE OF PLOTS

LOCATION	LAY OUT PLOT	AREA	C.S PLOT NO	K.H NO	TOUZE NO	PARGANA	SUBREGD. OFFICER
MOUZA-FARIDPUR J.L.NO-74 P.S.-DURGAPUR DIST- BURDWAN	C2/1	2974.550 SQ-M OR 44.453 COTTAHS	856 (P), 854 (P), 3030 (P)		1	SILAMPUR	CITY CENTRE DURGAPUR 16

ALTOGETHER MEASURING AN AREA MORE OR LESS 2974.605 SQ-M OR 44.453 COTTAHS OR 0.735 ACRES BOUNDED IN RED COLOUR.

- BOUNDED ON THE NORTH BY : H.T. CORRIDOR
- BOUNDED ON THE SOUTH BY : 18 M WIDE ROAD
- BOUNDED ON THE EAST BY : ADDA LAND
- BOUNDED ON THE WEST BY : IBP PETROL PUMP



Mahapatra

SIGNATURE OF LESSOR
SPECIAL OFFICER

URBAN DEVELOPMENT & (P) DEPT
GOVT OF WEST BENGAL

K. Chakraborty

DRAWN BY

DUTTA AUTOMOBILES

Kamalendu Dutta

SIGNATURE

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 4
Page from 3123 to 3136
being No 01438 for the year 2009.



(Malay Chakraborty) 13-March-2009
ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR
Office of the A. D. S. R. DURGAPUR
West Bengal