

RG 373

Deed No. 2511/18

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West **पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL**  
 11.7.18

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Certified that the document is admitted to registration. The signature Sheet / Sheet's and the endorsement sheet / Sheet's attached with this document's are the part of this document

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Registrar U/S 7(2)  
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Q - 0 - 952573/18

**DEED OF LEASE**

THIS INDENTURE OF LEASE made on this *21<sup>st</sup>* day of June' 2018

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 21/6/18

BETWEEN

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291096

S.L. No. \_\_\_\_\_ Sold To \_\_\_\_\_

Giddha Real Estate Development  
Pvt Ltd

No. \_\_\_\_\_ Adrs. \_\_\_\_\_

**G.C. SAHA**  
(Govt.) LICENSED STAMP VENDOR  
11A, Mirza Ghalib Street, Koi-87

28A Park St  
W-116

Issue Date \_\_\_\_\_ Sign \_\_\_\_\_

*[Signature]*

10 JAN 2018



Identified by.

Subhrayshu Nath Saha  
S/O Late Bhupatishu Nath Saha  
Kalyans, Nadia.  
PIN - 741235.  
Occupation - Service

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**WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.**

a Government of West Bengal Company incorporated under the Companies Act, 1956 (Act I of 1956) and the Planning Authority, as appointed by the State Government vide order No 1490-HI/HGN/NTP/1M-1/98 dated 14<sup>th</sup> September, 1999, in respect of the Planning Area declared as such under Notification No. 1423/HI/HGN/NTP/1M-1/98 dated 27<sup>th</sup> August, 1999, hereinafter referred to as the WBHIDCO Ltd. having its registered office at HIDCO BHABAN, 35-1111, 3<sup>rd</sup> Rotary, Major Arterial Road, New Town, Kolkata - 700 156 represented by the Managing Director or Joint Managing Director/ General Manager (Marketing)/General Manager (Commercial) / General Manager (Administration) of the said State Govt. Company who is so authorized by the Managing Director for the purpose of execution of this Indenture, hereinafter referred to as the LESSOR (which expression shall include its executor, administrators and successor in office and assigns) for time being entitled to the reversion immediately on the determination of the term hereby agreed to be of the ONE PART.

AND

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**M/s. SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED,**  
[PAN- AAJCS6830L] a company incorporated under the Companies Act, 1956, having its registered office at 99A, Mother Teresa Sarani (formerly Park Street), Police Station Park Street, Kolkata-700016, represented by its Authorised Signatory, Shri Subir Ranjan Sarkar [PAN- AIWPS3744B] , son of late Kedar Nath Sarkar, working for gain at 99A Park Street, 6th Floor, Kolkata- 700 016 and residing at Flat No 27C, Tower – 3, South City Complex, 375 Prince Anwar Shah Road, P.O- Jodhpur Park, P.S- Jadavpur, Kolkata – 700068, hereinafter referred to as the “**LESSEE**” (which expression shall where the context so admits include its executors, representatives, administrator and successor-in-office and assigns) of the **OTHER PART**.

WHEREAS although the LESSOR has a statewide mandate to provide larger supply of developed lands, the immediate focus area has been limited to the development of a planned town (hereinafter called the New Town) and the Collector, North 24 Parganas and Collector, South 24 Parganas, on the requisition of Government in the Housing Department by and under a good number of Land Acquisition Cases had acquired large chunk of land, and the same has been duly vested in the Government absolutely free from all encumbrances under Section 16 of the Land Acquisition Act, 1894.

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AND WHEREAS the said Collectors thereafter duly transferred right title and interest in the said lands and also made over exclusive vacant possession over the said land free from all encumbrances upon payment of the price for compensation money for such lands to the VENDOR which Authority has been conferred by the State Govt. entire responsibilities to develop the infrastructure services as well as all necessary amenities of modern cities therein and also to transfer lands by way of sale or lease to the individual persons, cooperative housing societies, corporate bodies, statutory authorities as the case may be to materialize the dreams of NEW TOWN as a major Hub for residential, industrial, institutional and cultural purposes etc..

AND WHEREAS upon such transfer of lands and possession thereof being handed over to the LESSOR, the LESSOR is lawfully seized and possessed of or is otherwise well and sufficiently entitled to the said land for the period of demise as mentioned hereunder free from all encumbrances which include all that piece and parcel of land described in the schedule hereunder written.

AND WHEREAS the LESSOR in consonance with the main object and intent as spelt out in the Company's Memorandum of Association, has already developed, built and provided necessary infrastructure on the

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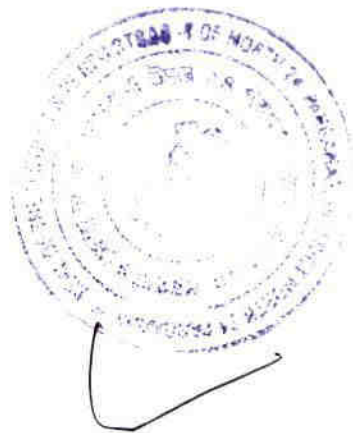
said lands for making it suitable for setting up the proposed township.

AND WHEREAS after having developed the said lands and building necessary infrastructure thereon the LESSOR has demarcated afresh the said acquired lands in several plots under different categories and have made the same ready for allotment and Lease out to the prospective LESSEES in strict conformity with the prevailing principle of allotment based on policy decision of the State Government and other Rules and Regulations as prescribed or might be framed out from time to time for New Town, Kolkata and more specifically according to plans, specifications, elevations, designs and sections duly sanctioned by the Competent Authority upon and compliance of maintaining the use of occupancy of the building in particular for the purpose of which the land is allotted.

AND WHEREAS the Board of Director of the LESSOR in its 80<sup>th</sup> Meeting held on 10.04.2014 decided to allot 07 Nos. of plots in AA-IIC of New Town,, Kolkata including this scheduled plot of land for residential purpose only located outside the periphery canal under Raigachi Mouza through e-auction process to be conducted by M/s. MSTC Ltd. (a Govt. of India Enterprises) on usual terms and conditions.

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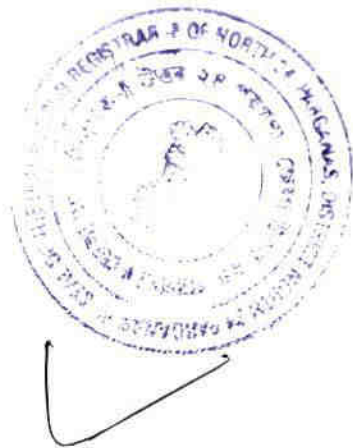
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AND WHEREAS the LESSEE was the highest bidder for the scheduled plot of land in the e-auction conducted by M/s. MSTC Ltd. (a Govt. of India Enterprises) on 04.07.2014 notice for which was issued vide this office No. M-4596/HIDCO/ADMN-2276/2013 dated 29.05.2014 read with No. M-4946/HIDCO/ADMN-2276/2013 dated 13.06.2014 & No. M-4947/HIDCO/ADMN-2276/2013 dated 13.06.2014 for allotment of the same on lease hold basis for 99 years for residential purpose under principal use "Residential" with an option of renewal of the lease period on such terms and conditions as may be imposed by LESSOR.

AND WHEREAS the Board of Directors of the LESSOR in its 82<sup>nd</sup> meeting held on 28.07.2014 agreed to offer for allotment of the plot of land bearing No. AAIC/OP/36 and measuring 191.49 sq. mtr. located outside the periphery canal under Raigachi Mouza in Action Area-IIC of New Town, Kolkata on lease hold basis for 99 (ninety nine) years at a total lease premium of Rs. 53,00,000=00 ( Rupees fifty three Lakh) only subject to adjustment of lease premium upwards or downward proportionate for increase or decrease in area as will be found in joint measurement alongwith annual lease rent @ 0.25% of the lease premium per annum which may be enhanced from time to time as may be determined by the LESSOR for residential purpose subject to

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approval of the Standing Committee of the Cabinet on Industry, Infrastructure and Employment of the State Government

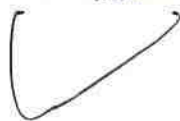
AND WHEREAS the Government of West Bengal in its 40<sup>th</sup> meeting of the Standing Committee of the Cabinet of Industry, Infrastructure and Employment held on 12<sup>th</sup> December, 2014 approved the proposal of allotment of this subject plot to the LESSEE on lease for 99 years for residential purposes under principal use "Residential" against payment of total lease premium of Rs. 53,00,000=00 ( Rupees fifty three Lakh) only and annual lease rent @ 0.25% of the lease premium which may be enhanced from time to time as may be determined by the LESSOR.

AND WHEREAS the formal offer of allotment of the subject plot was issued by LESSOR in favour of the LESSEE vide this office No. M-8708/HIDCO/ADMN-2276/2013/AAIC/OP/36 dated 22.12.2014.

AND WHEREAS the LESSOR by its aforesaid letter No. M-8708/HIDCO/ADMN-2276/2013/AAIC/OP/36 dated 22.12.2014 informed the LESSEE the detail terms and conditions of the said offer which were duly accepted by the LESSEE alongwith the offer of allotment vide their letter dated 12<sup>th</sup> January, 2015.

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AND WHEREAS after payment of Rs. 53,00,000=00 ( Rupees fifty three Lakh) being the Lease premium for the allotted area of 191.49 sq. mtr. The said land was physically measured and on joint measurement, the physical area of the indentified plot was found 0.0473 acres.

Now this INDENTURE WITNESSETH that in consideration of the purpose for which the land hereinafter referred to and mentioned in the schedule hereunder written is required by the LESSEE and in consideration of a premium of Rs. 53,00,000=00 ( Rupees fifty three Lakh) only paid by the LESSEE the receipt whereof the LESSOR doth hereby admit and acknowledge and in consideration of the LESSEE agreeing to observe and perform the terms and conditions mentioned hereinafter and in consideration of the fact that the LESSEE has taken inspection of the said plot of land and has satisfied itself as to the conditions and description of the plot of land and also as to the amenities and facilities appertaining to such land and as to the nature, scope and extent of benefit or interest provided by the LESSOR, the LESSOR doth hereby grant and demise unto the LESSEE such land more fully described and mentioned in the schedule hereunder written (hereinafter referred to as the said demised land) to hold the same for the period of 99 years yielding and paying therefore a rent at the nominal rate of 0.25% of the lease

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premium per annum which may be enhanced from time to time as may be determined by the LESSOR, the subject to the terms and conditions hereinafter covenanted.

**A. LESSEE with the intent that the obligations and covenants shall continue throughout the period of demise agrees and covenants with the LESSOR as follows:-**

- i) The LESSEE shall pay the annual lease rent of 0.25% of the lease premium per annum as mentioned above plus taxes as applicable to the LESSOR within 31<sup>st</sup> March of every financial year from the date of registration of the lease deed. The LESSEE shall also be liable to pay the enhanced lease rent from time to time as may be determined by LESSOR.
- ii) The LESSEE shall preserve and keep intact the boundaries of the said plot and keep them well demarcated with boundary walls, pillars or fencing and will point them out when required by the Corporation to any officer duly authorized by the Corporation in writing for inspection them. In case of any boundary mark be missing the LESSEE shall report the fact to the Corporation.
- iii) The LESSEE shall use the said demised land exclusively for the purpose of constructing building thereon at the cost of LESSEE

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in conformity with the Building Rules & Regulations as applicable in New Town, Kolkata and other Rules and Regulations as prescribed or might be framed out from time to time for the New Town, Kolkata and more specifically according to plans, specifications, elevation designs and sections sanctioned by the Competent Authority and with the conditions as the LESSOR may decide and shall not use the said demised land for other purpose other than residential purpose under principal use "Residential" Any deviation in this regard shall result in immediate cancellation of the lease and LESSOR shall have the right to take back possession of the said plot of land along with structures thereon, if any, on 'as is where is' basis.

- iv) The LESSEE shall have to undertake construction of the building on the said plot in accordance with the sanctioned building plan and applicable building rules and will have to commence construction within 06 (six) months from the date of delivery of formal possession and complete construction and fully commission the project to be set up on the said plot within a period of 36 (thirty six) months from the date of delivery of formal possession. Time in this regard shall always be the essence of the contract. Provided however, the LESSOR or the local body may at its discretion on an application received from LESSEE upon payment of such fees or penalty by whatever

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name called as may be fixed, grant extension of time to commence and / or complete and commission the project as for such period as may be determined. Upon the LESSEE's failure to comply with this conditions of lease to set up, complete construction and commission the project within the time fixed, or as may be extended, the allotment and the lease shall be liable to be cancelled and the LESSOR shall be entitled to re-enter into or upon the said plot and resume possession thereof.

- v) The LESSEE shall not be entitled to assign his leasehold interest, whether in full or in part, without prior written approval of the LESSOR. The assignee shall hold the same on the same terms and conditions as in the original lease for the unexpired period of the instant lease and to such other terms and conditions as may be considered to be imposed by the LESSOR while granting such approval. In case of such assignment of leasehold interest the assignee concerned shall have to obtain fresh lease after expiry of the unexpired period of lease on payment of such consideration money and annual rent based on the prevailing market value as may then be fixed by the LESSOR in granting such fresh lease.'
- vi) The LESSEE shall neither make any excavation in the land nor remove any earth / subsoil there from except in the course of normal construction or repairing of the building, if necessary, in

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contravention of provisions of any Act and Rules of the land use and management and if made with the prior permission of the Competent Authority, regard shall be held so that the surrounding plots and common area possessed by the LESSOR are not disturbed in any way.

- vii) The LESSEE shall not alter the location of the existing sewer / water connection lines, if any, except with prior approval of LESSOR, which shall not normally be allowed for the sake of greater interest of the project area.
- viii) The LESSEE shall be liable to make all payments towards taxes, fees, rates, any other impositions etc. that may be levied by any local authority (in future) with effect from the date of these presents.
- ix) The LESSOR shall remain indemnified against any such claims / dues payable by the LESSEE to any local authority in future.
- x) The LESSEE shall not carry on or allow to be carried on in the said land any unlawful, illegal or immoral activities which may be considered offensive or a source of any annoyance, inconvenience or nuisance to the area surrounding the demised premises.
- xi) There shall be an option of renewal of the lease period on such terms and conditions as may be imposed by the LESSOR and included in such renewal lease deed. The LESSEE shall restore

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the land to its original conditions before expiration of the lease period in case such option of renewal is not exercised and shall made over peaceful vacant Khas possession of the demised land on determination of the lease. Regard shall also be had so that the surrounding plots of other allottees and common areas possessed by LESSOR are not disturbed in any way. The LESSEE shall be liable for all repairs and maintenance and keep such land in a good condition at his own cost.

- xii) The LESSEE may, however, mortgage the lease hold interest ( and no the demised land itself) on the demised land only for obtaining loans and / or assistance from any Reserve Bank of India recognized Bank / Financial Institution ( not NBFCs) on prior written consent of the LESSOR.
- xiii) The LESSEE shall not sub-divide or sublet the demised land or any part thereof. However, the LESSEE shall be entitled to Sub-lease the building constructed thereon or any part thereof, or any structure constructed thereon limited to remaining lease period after prior approval of LESSOR in writing.
- xiv) The LESSEE shall obtain all necessary prior clearance and Licenses from the appropriate authorities for establishing the intended project as required under Law for the time being in force and shall also go on complying with all the terms and conditions of such clearance throughout the period of Lease.

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- xv) The LESSEE shall not assign, alienate or transfer the demised land or any part thereof without prior written permission from the LESSOR who reserves the right to refuse such proposal considering its merit and on receipt of such payment as may be determined by the LESSOR. However, in case of LESSOR's inability to continue the lease for the unexpired time period of the lease, the LESSOR shall have the right of pre-emption 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 cost 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 premium paid by the LESSEE. The land shall, however, have to be surrendered by the LESSEE to the LESSOR.
- xvi) The LESSEE shall allow any person authorized by the LESSOR or Local Body concerned to inspect, maintain and construct / reconstruct the sewerage lines and storm drains, water meters and other utility services or to do any work in connection therewith if decided to be undertaken by the LESSOR or Local Body concerned within the plot without any obstruction or hindrance by the LESSEE.

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- xvii) The LESSEE shall pay and discharge all existing and future rates, taxes, other impositions, charges and enhancement, if any, of land value on the date of purchase in respect of the said demised land structure thereon which as and when may be determined by any Competent Authority to be payable by the LESSEE to such authority under the provision of law for the time being in force.
- xviii) The LESSEE shall pay and continue to pay service charges to the LESSOR or Local Body for maintenance of the services within the New Town, Kolkata. The LESSOR or Local Body will assess and decide upon hearing the LESSEE the periodical service charge to be paid by the LESSEE from time to time.
- xix) The LESSEE shall keep the LESSOR indemnified against any and all claims for damage which may be caused to any adjoining buildings or other premises in consequence of the execution of the aforesaid works and also against all payments whatsoever which during the progress of the work, may become payable or be demanded by any local authority or authority in respect of the same works or of anything done under the authority therein contained.
- xx) The LESSEE is liable to compensate for any damage caused by the LESSEE to the common areas, which are under the possession and authority of the LESSOR in course of any

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construction work undertaken by the LESSEE on the said demised land.

- xxi) The LESSEE shall carry and perform all the obligations and duties covenanted herein and observe and perform all Laws, Rules and Regulations which may be required to be observed and performed by the LESSEE in this regard at their own costs and responsibility.
- xxii) If any of the aforesaid terms and conditions is violated or any act is done in contravention of the aforesaid terms and conditions covenanted herein by the LESSEE or any of its agent / employees, the LESSOR shall have the right to revoke the lease and to re-enter into possession of the demised plot of land and resume the same including the structure, thereon, if any even after the handing over of possession to the LESSEE on such determination of lease.
- xxiii) The LESSEE at its own costs shall maintain necessary utility service and amenities including sewerage sanitation, drainage, electricity water and Gas Supply and other civic amenities within the plot of land hereby demised.
- xxiv) The LESSEE shall not encroach in any manner the adjoining land / road / path way or any part of the area beyond the allotted plot. The LESSEE shall be liable to compensate for any damage caused by it directly of the infrastructural amenities or

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facilities of any kind provided by the LESSOR in the entire adjoining areas.

- xxv) If at any time it is found that the allotment of the demised land has been obtained by the allottee by misrepresentation or fraud, the allotment shall stand determined and the LESSOR shall be entitled to its rights as contained in para 'A' (xv) above.

***B. The LESSEE further covenants with the LESSOR as follows:-***

- a) The LESSEE will pay and discharge all existing all future rates, taxes assessments impositions and outgoing whatsoever which now are of any time hereafter shall be imposed or charged upon the transfer of the said plot and which may be payable by the owner or occupier thereof whether in respect of the transfer, the land comprised in the said plot or the building to be erected thereon or otherwise.
- b) The LESSEE will comply with and follow all applicable Laws, Rules and Regulations for construction and the use enjoyment and possession of the said plot and the project to be set up thereon (including but not limited to the Land Use Development & Control Plan (LUDCP) / Development Control Regulations framed for the New Town, Kolkata area or part thereof and / or

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the Building Rules) and to be solely answerable and responsible for all breaches and / or defaults in compliance thereof.

- c) The LESSEE will comply with, all time, all applicable Laws, Rules and Regulations concerning the said plot, the project or its operation and business.
- d) The LESSEE will arrange for and establish a scientific process for the collection of garbage, refuse and sewage generated from the said plot and / or from the project to be set up on the said plot in accordance with applicable Laws, Rules and Regulations.
- e) The LESSEE will install necessary pollution control equipments and facilities and obtain necessary periodical clearances in this regard from the applicable authorities.
- f) The LESSEE will ensure that the quality of effluents, if any, generated from the said plot shall conform to the norms laid down by the West Bengal State Pollution Control Board and to discharge will effluents in accordance with applicable Laws, Rules and Regulations.
- g) The LESSEE will keep the said plot clear and free from all sorts of nuisance and not allow accumulation of water which is or can be a healthy risk or unhygienic, on it at any time.
- h) The LESSEE will keep all structure to be erected on the said plot in good and tenantable repairs and conditions and to maintain the same in good repair and conditions.

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- i) The LESSEE will take necessary, precautions towards fire safety and to carry out regular maintenance and replacement of electrical wirings installations and appliance.
- J) The LESSEE will allow the LESSOR or Local Body, its agents and servants with 24 hours previous notice writing to enter into and upon the said plot and view the state and condition thereof and to give or leave notice of any defect in such conditions which the LESSEE shall be liable to make good within 15 days after such notice has been given or left.
- k) The LESSEE will execute to the satisfaction of the LESSOR or Local Body all such notice has been given or left.
- l) The LESSEE will preserve and to keep intact the boundaries of the said plot and to keep them well demarcated with boundary walls, pillars or fencing according to the requisition from time to time as may be made by the LESSOR and to point them out when required by the LESSOR to any officer duty authorized by the LESSOR in writing to inspect them. Should any boundary mark be missing, the LESSEE shall report the fact to the LESSOR. The LESSEE shall maintain such boundary walls, pillars or fencing in good and proper conditions.
- m) The LESSEE will take steps to ensure that no other person may encroach into or upon any portion of the said plot.

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- n) The LESSEE will make all arrangements for security, fire fighting and fire safety and all necessary civic facilities and amenities as may be required for preservation and protection of the said plot at its own cost and to the satisfaction of the LESSOR.
- o) The LESSEE shall not use or allow the said plot or any part thereof or any construction thereon to be used for any purpose other than the purposes for which the same has been offered to the LESSEE as mentioned above under para 'A' (iii) of the covenants of the LESSEE.
- p) The LESSEE shall not AMALGAMATE the said plot or any part thereof with any other plot or plots of land without the prior permission of the LESSOR / Local Body.
- q) The LESSEE shall not allow the said plot or any construction thereon or any part thereof to be used as a place of public worship or burial and not allow any shrine, temple, mosque, church or any other kind of place of worship or any kind of public or private religious or charitable trust to be erected thereon or any part to be used for the said purposes.
- r) The LESSEE shall not encroach or allow or suffer any encroachment to be made upon the adjoining roads or any portions of lands surroundings the said plot or upon any other adjoining land whatsoever and in the event of the LESSEE

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committing a breach of any of the terms contained in this clause, the LESSEE shall in additions to all other rights available to the LESSOR for breach of this conditions, be liable to pay to the LESSOR damages at such rate and for such period as the LESSOR may in its absolute discretion think fit and proper PROVIDED ALWAYS that in the event of a breach of the covenants contained in this clause on the part of the LESSEE to be observed by the LESSEE shall, in addition, hold the LESSOR harmless and indemnified against any loss, damage, claims or actions whatsoever that the LESSOR may be put to or the LESSOR may in anywise incur in any way relating thereto or arising therefrom.

- s) The LESSEE shall not at any time hereafter, to open or work or dig any quarries for clay, gravel or sand, in upon or under the said plot and the LESSEE agrees that the LESSOR reserves the right to all minerals in the said plot together with such rights of way and any other reasonable facilities as may be required for mining, gathering and carrying away such minerals PROVIDED THAT the LESSEE shall at liberty to dig pits and make other excavations for the purpose of foundations for constructions of permanent buildings / structures thereat.
- t) The LESSEE shall not claim any damage or compensation for delay in providing any infrastructural facility such as sewerage

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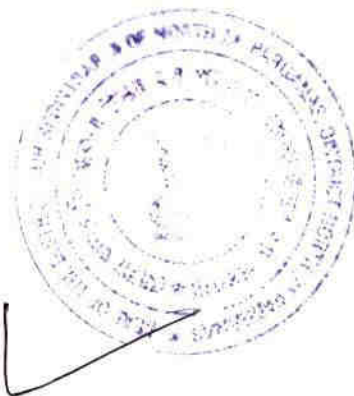
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connection, water supply, electricity connection for the said plot or for any other similar cause.

- u) The LESSEE shall not do or cause to be done in or upon the said plot or any part thereof or in the building that may be erected thereon, any act or thing which shall or may become a nuisance, damage, annoyance, inconvenience or danger to the said plot or to the owners or occupiers of any adjoining or neighbouring land or premises.
- v) That any relaxation and indulgence granted by the LESSOR to the LESSEE shall not in any way prejudice the rights of the LESSOR.
- w) That the failure of the LESSOR to enforce in any one or more instances, performance of any of the terms covenants and conditions of the allotment shall not be construed as a waiver or relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, conditions and covenant and such failure shall not in any way affect the validity of this allotment or the LESSOR's rights and LESSEE's obligations. The LESSEE agrees that waiver of any term or provision hereto may only be made by a written instrument of modification of allotment executed by both LESSOR and LESSEE.

*R. Noan*  
21/6/18

*kmms*



Registrar (MS 7(2))  
District Sub-Registrar, II  
24 Park Road, Bangalore

11 JUL 2018

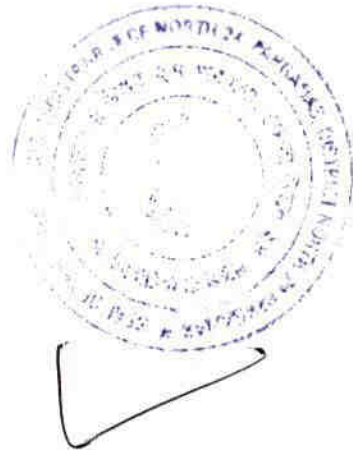
- x) That any statutory powers as may have been or will be conferred upon the LESSOR shall automatically apply to the said plot and provisions in that respect shall be deemed to have been incorporated in the offer by way of reference and the LESSEE is deemed to have constructive notice hereof.

**C. The LESSOR hereby covenants with the LESSEE as follows:-**

1. The LESSOR has good and marketable title in the land described in the schedule hereunder written free from all encumbrances and the LESSOR has all right to transfer the said land to the LESSEE on leasehold by executing the indenture.
2. The LESSEE observing, performing, fulfilling and discharging all the responsibilities covenanted herein shall hold and enjoy the said demised land for the period of demise without any interruption by the LESSOR or any of its agents or representatives whosoever.
3. The LESSOR further covenants with the LESSEE to save harmless indemnify and keep indemnified the LESSEE from or against all encumbrances, losses, claim charges and equities whatsoever arising or accruing before execution of these presents.

*Ans*  
*- 21/6/18*

*Ans*



Registrar U/S 7(2)  
District Sub Registrar II  
26 Pns (N) Bikaner

11 JUL 2018



D. **Dispute Resolution:-**

1. In the event of any dispute of differences, whatsoever arising under this agreement or in connection herewith any guideline relating to meaning and interpretation of this agreement including any alleged breach thereof, remains, the same shall be referred to the Chairman cum Managing Director, WBHIDCO Ltd. for resolution.
2. All suits arising out of this Indenture of Lease, if any will have Jurisdiction of Court of City of Kolkata i.e. Hon'ble Court Calcutta and its subordinate courts only and no other Court.

**S C H E D U L E**

ALL THAT piece and parcel of land measuring about **191.49 sq. mtr.** equivalent to 0.0473 acres be same or little more or less being Plot No. AAIC/OP/36 in Block No. AAIC/OP category Residential Situated in the New Town, Kolkata, Police Station New Town, District North 24 Parganas, erstwhile in the Panchayat area falling within Mouza Raigachi J.L No. 12 under Rajarhat, Bishnupur- I Gram Panchayat.

Butted and bounded as follows:-

*R. N. Das*  
- 21/6/18

*K. M.*



Registrar (RS 7(2))  
District Sub-Registrar P  
24 Pos (N) P

11 JUL 2018

**ON THE NORTH** : **HIDCO Land**

**ON THE SOUTH** : **Plot No. AAIC/OP/35, and New  
Town, Kolkata Project  
Boundary.**

**ON THE WEST** : **6.0 mtr wide Canal Bank  
Road.**

**ON THE EAST** : **New Town, Kolkata Project  
Boundary.**

*R. D. Sanyal*  
*- 21/6/11*

*K. S. Sanyal*



Registrar US 7(2)  
District Sub. Registrar II  
24 Pos (N) Barasat

11 JUL 2018

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

CIN :U70101WB1999SGC089276

SIGNED, SEALED AND DELIVERED BY  
FOR AND ON BEHALF OF  
THE WEST BENGAL HOUSING  
INFRASTRUCTURE DEVELOPMENT  
CORPORATION LTD (LESOR)

*[Handwritten signature]*

*[Handwritten signature]*  
- 21/6/18

**DILIP KUMAR BAKSI**  
General Manager (Marketing)  
W.B. HIDCO LIMITED  
PAN: AAACW4115F

In presence of the Witnesses.

(LESOR)

1.

*[Handwritten signature]*  
(KHAGENDRA NATH DAS)  
Asstt. Admin. Officer

2.

Gobinda Lal Chattopadhyay  
Special Officer (Marketing)  
WBHIDCO Ltd.

SIDDHA REAL ESTATE DEVELOPMENT PVT. LTD.

SIGNED FOR AND ON BEHALF OF  
M/S. Siddha Real Estate Development  
Private Limited (LESSEE)

*[Handwritten signature]*  
Authorised Signatory

(LESSEE)



In presence of the Witnesses:

1. *[Handwritten signature]*  
Shri D. N. Samadder.  
99A Park Street, Kol-16.

2. *[Handwritten signature]*  
1/10 Lakshmi Hela.  
1/12 Ananda Bally (w) 61-5 Kol-98

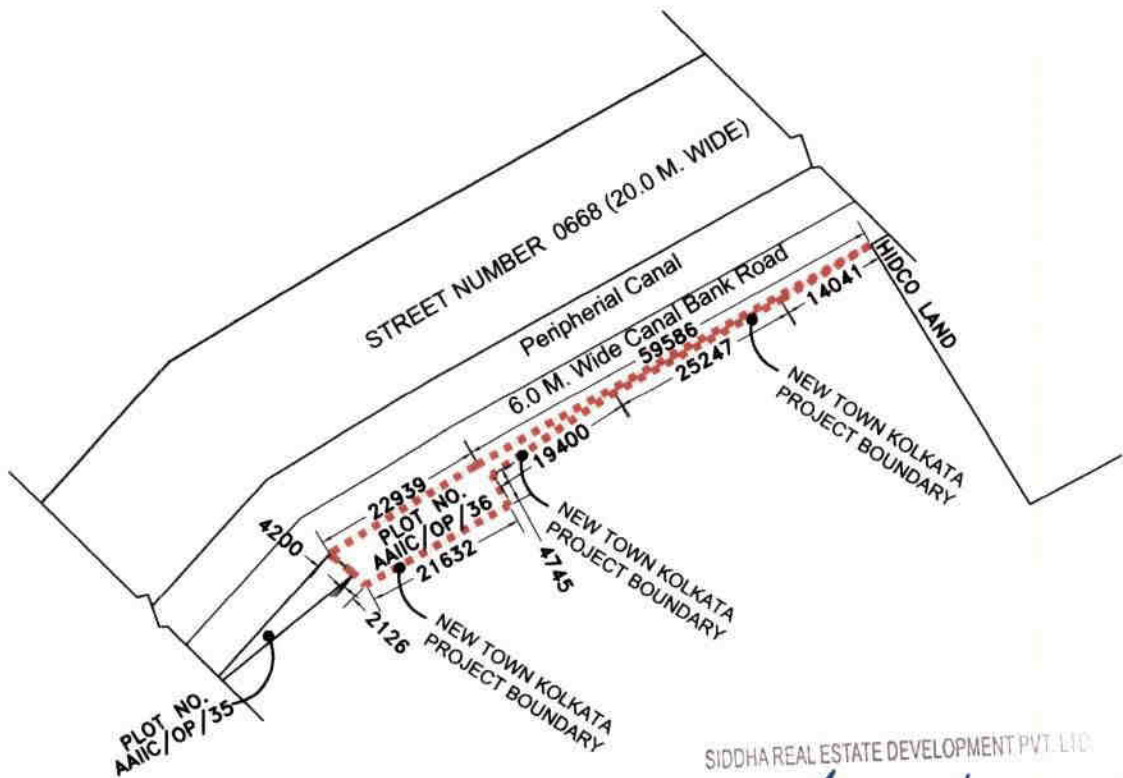
[Drafted by WBHIDCO Ltd. and endorsed by Ld. L.R, West Bengal and modified by the Competent authority]



Registrar U/S 7(2)  
District Sub. Registrar II  
24 Pgs (b) Barasat

11 JUL 2018

**SITE PLAN OF PLOT NO. AAIC/OP/36**  
**OF NEW TOWN, KOLKATA.**  
**MOUZA - RAIGACHHI, J.L. NO.12, RAJARHAT-BISHNUPUR-I G.P.**  
**UNDER NEW TOWN POLICE STATION**  
**SCALE - 1:1000**  
**AREA = 191.49 SQ.M.**



SIDDHA REAL ESTATE DEVELOPMENT PVT. LTD.

*Anubin Anand*  
 Authorised Signatory

ALL DIMENSIONS ARE IN MM.

*Abhaya Kumar*  
 Chief Planner

*Anubin Anand*  
 21/10/18  
 General Manager (Marketing)  
 W.B. HIDCO LIMITED



Hidco Bhaban, 35-1111(MAR), New Town, Kolkata-700156

PREPARED BY : ANITA



✓

Registrar ICS 7(2)  
District Sub-Registrar II  
24 Pns (B) Jaipur












11 JUL 2018



SIGNATURE OF THE EXECUTANT/  
LESSOR/SELLER WITH PHOTO

# UNDER RULE 44A OF THE I.R. ACT 1908

N.B.- L.H BOX - SMALL TO THUMB PRINTS  
R.H. BOX - THUMB TO SMALL PRINTS

					
LH					
RH					

ATTESTED :-

*Dilip Kumar Bakshi*  
21/6/18

**(DILIP KUMAR BAKSI)**

**General Manager (Marketing)**













**West Bengal Housing Infrastructure Development  
Corporation Limited**



Registrar U/S 7(2)  
District Sub. Registrar II  
24 Pgs (N) Barasat

11 JUL 2018

## SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring	Little
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
		Little	Ring	Middle (Left Hand)	Fore	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring	Little



✓

Registrar U/S 7(2)  
District Sub. Registrar II  
24 Pgs (N) Barasat

11 JUL 2018

Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 19-201819-025911818-1 Payment Mode Online Payment  
GRN Date: 10/07/2018 12:54:07 Bank : State Bank of India  
BRN : CKG4399501 BRN Date: 10/07/2018 12:54:54

DEPOSITOR'S DETAILS

Name : SILPA BERA Id No. : 15020000952573/4/2018  
[Query No./Query Year]  
Contact No. : Mobile No. : +91-7044560573  
E-mail :  
Address : ROOM NO5AB 5TH FLOOR 7CKS ROY ROAD KOL1  
Applicant Name : Mr RAJIB SAMADDAR  
Office Name :  
Office Address :  
Status of Depositor : Advocate  
Purpose of payment / Remarks : Lease, Lease by Govt./Govt. Authority/Govt. Undertaking  
Payment No. 4

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [ ₹ ]
1	15020000952573/4/2018	Property Registration- Stamp duty	0030-02-103-003-02	320405
2	15020000952573/4/2018	Property Registration- Registration Fees	0030-03-104-001-16	53283

In Words : Rupees Three Lakh Seventy Three Thousand Six Hundred Eighty Eight only  
Total 373688



2922

No. M - /HIDCO/Admn-2276/2013/AAIC/OP/36

Date : 25/6/18

To

**The District Sub-Registrar-II, Barasat  
Barasat, North 24 Parganas.**

Sub: Forwarding of prepared Deed of Lease executed between WBHIDCO Ltd. and **M/S Siddha Real Estate Development Private Ltd.** registration as per rule 22A of West Bengal Registration Rules, 1962 in respect of Plot No IIC/OP/36, Category -Residential, Action Area. IIC.

Ref: Notification No.2851-F.T, Kolkata dated 16.8.2004 of the Finance (Revenue) Dept., Govt. of West Bengal regarding exemption (under section 88 of the Registration Act, 1908) to MD, WBHIDCO or any officer authorized by him from personal appearance before the Registering Authority for Registration of Deed executed by WBHIDCO.

Sir,

I am directed to inform that being duly authorized by **WBHIDCO Ltd.**, the **LESSOR**, a Deed of Lease has been executed by the undersigned in favour of the **LESSEE M/S Siddha Real Estate Development Private Ltd.**

It may please be noted that Sri Subir Ranjan Sarkar, the Constituted Attorney of the said organization, as the messenger of the instant letter, is going to present the said Indenture before you for registration of the same.

You are requested to please accept the presentation of the said Deed and admit it to registration.

The undersigned has been exempted from personal appearance before the Registering authority under the notification cited above.

Thanking you,

Encl: Printed executed deed with Stamp duty  
Site Plan - 02 (two) sheets.

Yours faithfully,

*[Signature]*  
25/6/18  
General Manager (Mktg.)

No. M- /1(1)/HIDCO/Admn-2276/2013/AAIC/OP/36

Date :

Copy forwarded for information to:

1) Sri Subir Ranjan Sarkar, the Constituted Attorney of **M/S Siddha Real Estate Development Private Ltd** with the request to arrange for Registration of the Deed & submission of a certified copy of the same to this office within 3 months from the date of execution of the Deed failing which Late fee amounting to Rs.5000/- (Rupees Five thousands) only plus tax as may be applicable will be charged by this office which will be further enhanced @ Rs.5000/- only plus tax as may be applicable at the end of every year from the date of execution of the Deed.

General Manager(Mktg)

**WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.**  
(A Govt. of West Bengal Undertaking)

"HIDCO BHABAN", Premises No.: 35 - 1111, Biswa Bangla Sarani, 3rd Rotary, New Town, Kolkata-700156  
Telephone : (033) 2324-6037/6038, Fax No. : (033) 2324-4833/3016/6009, e-mail : wbhidcoltd@gmail.com / info@wbhidco.in  
Website : www.wbhidcoltd.com CIN : U70101WB1999SGC089276







SIDDHA REAL ESTATE DEVELOPMENT PVT. LTD.

*Ankur Anand*  
Authorised Signatory

पुस्तकें व अन्य सामानों का प्रचार-प्रसार करने के लिए  
आपको प्रोत्साहित करने के लिए हमें  
कीर्ति मिले, व आपका नाम हमारे पुस्तकालय में  
रखा जाये, किन्तु यह शुद्ध - स्वयंसेवा है।

पुस्तकालय के लिए आपका योगदान  
प्रमाणपत्र (Receipt)

पुस्तकालय, आर.एस.एस.सी. (R.S.S.C.)  
404/405, 7<sup>th</sup> फ्लोर, टावर-1, एन.ए.ए.  
विकास, इंदिरा नगर,  
ए.ए.पी. जंक्शन, दिल्ली-110025

फोन: 011-26101111, 26101112, 26101113  
e-mail: [rsssc@rsssc.org](mailto:rsssc@rsssc.org)



ভারতের নির্বাচন কমিশন  
পরিচয় পত্র  
ELECTION COMMISSION OF INDIA  
IDENTITY CARD

WB/23/150/312159



নির্বাচকের নাম : সুবীর রঞ্জন সরকার

Elector's Name : Subir Ranjan Sarkar

পিতার নাম : কেদারনাথ সরকার

Father's Name : Kedar Nath Sarkar

লিঙ্গ/Sex : পুং/ M

জন্ম তারিখ  
Date of Birth : 01/06/1948

*Subir Ranjan Sarkar*

WB/23/150/312159

ঠিকানা:  
375, T-3, F-27C, প্রিন্স আনওয়ার শাহ রোড, লেক,  
কলকাতা- 700068

**Address:**  
375, T-3, F-27C, PRINCE ANWAR SHAH  
ROAD, LAKE, KOLKATA- 700068



**Date:** 03/12/2013

160-রাসবিহারী নির্বাচন ক্ষেত্রের নির্বাচক নিবন্ধন  
আধিকারিকের স্বাক্ষরের অনুলিপি  
Facsimile Signature of the Electoral  
Registration Officer for  
160-Rashbehari Constituency

ঠিকানা পরিবর্তন হলে নতুন ঠিকানায় জেটির সিরি নম্বর জোগা ও একটি  
নম্বরের নতুন সচিব পরিচয়পত্র পাওয়ার জন্য নির্দিষ্ট করে এই  
পরিচয়পত্রের নকলটি উল্লেখ করুন।  
In case of change in address mention this Card No.  
in the relevant Form for including your name in the  
roll at the changed address and to obtain the card  
with same number.

23/10/13



श्रीर सरकार  
GOVERNMENT OF BIHAR



SUBIR RANJAN SARKAR  
DOB: 01/06/1948  
Male / MALE



5540 9466 4955

MERA AADHAAR, MERI PEHACHAN

*Subir Sarkar*



भारतीय विशिष्ट पहचान प्राधिकरण  
OFFICE OF IDENTIFICATION AUTHORITY OF INDIA

**Address:**

27, C TOWER 3, PRINCE ANWAR  
SASH ROAD, KOLKATA, SOUTH  
CITY COMPLEX, Jodhpur Park,  
Kolkata,  
West Bengal - 700068

**5540 9466 4955**

MERA AADHAAR, MERI PEHACHAN

*Anbisi Anwar*



*Ankur Anand*

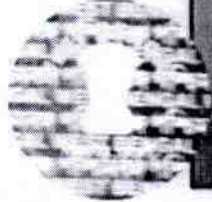






ভারতের নির্বাচন কমিশন  
পরিচয় পত্র  
ELECTION COMMISSION OF INDIA  
IDENTITY CARD

CRZ3253325



নির্বাচকের নাম : শুভ্রাংশু নাথ  
সরকার  
Elector's Name : Subhrangshu Nath  
Sarkar  
পিতার নাম : ভূপতীশ নাথ  
সরকার  
Father's Name : Bhupatis Nath Sarkar  
লিঙ্গ/Sex : পুং M  
জন্ম তারিখ  
Date of Birth : 30/12/1976

*Subhrangshu Nath Sarkar*

CRZ3253325

ঠিকানা:

বি-১, (আংশিক) গৃহ নং- ১ থেকে ২৫৬, কল্যাণী, কল্যাণী,  
নদিয়া- 741235

Address:

B-1,(ANGSHIK) HOME NO- 1 TO 256.,  
KALYANI, KALYANI, NADIA- 741235

*[Signature]*

Date: 27/11/2015

৭২-কল্যাণী (তর্পশলী অর্ডার) নির্বাচন ক্ষেত্রের নির্বাচক

নিবন্ধন অধিকারিকের স্বাক্ষরের অনুকৃতি

Facsimile Signature of the Electoral  
Registration Officer for

92-Kalyani (SC) Constituency

বিভিন্ন পরিবর্তন হলে মূল টিকসমূহে যেটির পিঠে নাম তোলা ও একই  
নম্বরের মূল কার্ড পরিচালনা প্যানেলের জন্য বিধি করে এই  
পরিচয়পত্রের নকলটি উল্লেখ করুন।

In case of change in address mention this Card No.  
in the relevant Form for including your name in the  
roll at the changed address and to obtain the card  
with same number

16/247



### Major Information of the Deed

Deed No :	I-1502-02511/2018	Date of Registration	11/07/2018
Query No / Year	1502-0000952573/2018	Office where deed is registered	
Query Date	19/06/2018 11:05:40 AM	D.S.R. - II NORTH 24-PARGANAS, District: North 24-Parganas	
Applicant Name, Address & Other Details	RAJIB SAMADDAR NABAPALLY, BARASAT,Thana : Barasat, District : North 24-Parganas, WEST BENGAL, PIN - 700126, Mobile No. : 9830650159, Status :Advocate		
Transaction	Additional Transaction		
[0407] Lease, Lease by Govt./Govt. Authority/Govt. Undertaking	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 1,24,70,002/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 3,20,505/- (Article:35)	Rs. 53,283/- (Article:A(1), E, M(b))		
Remarks	Lease Period 99 Years s Advance/Premium Rs 53,00,000/- Average annual Rent Rs 13,250/- Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

#### Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Mouza: Hidco A A - II - C / B L K

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-36		Bastu	Bastu	0.0473 Acre		1,24,70,002/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>					<b>4.73Dec</b>	<b>0 /-</b>	<b>124,70,002 /-</b>	

#### Lessor Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<b>WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD</b> HIDCO BHABAN, 35-1111, 3rd Rotary, Major Arterial, P.O:- NEW TOWN, P.S:- New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700156 , State Government Office, Status :Organization, Executed by: Representative, Executed by: Representative




#### Lessee Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<b>SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED</b> 99A PARK STREET, P.O:- PARK STREET, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700016 , PAN No.:: AAJCS6830L, Status :Organization, Executed by: Representative


Major Information of the Deed :- I-1502-02511/2018-11/07/2018



**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Mr DILIP KUMAR BAKSHI</b> Son of Mr RAMESH CHANRA BAKSHI HIDCO BHABAN, 35-1111, 3rd Rotary, Major Arterial Road, New Town, Kolkata – 700 156, P.O:- NEW TOWN, P.S:- New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700156, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Status : Representative, Representative of : WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD (as GENERAL MANAGER- MARKETING)			
2	<b>Name</b> <b>Mr SUBIR RANJAN SARKAR (Presentant )</b> Son of Late KEDER NATH SARKAR Date of Execution - 21/06/2018, , Admitted by: Self, Date of Admission: 11/07/2018, Place of Admission of Execution: Office	<b>Photo</b> 	<b>Finger Print</b> 	<b>Signature</b> 
		Jul 11 2018 2:39PM	LTI 11/07/2018	11/07/2018
	Flat No 27C, Tower – 3, South City Complex, 375 Prince Anwar Shah Road,, P.O:- Jodhpur Park, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700068, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.: AIWPS3744B Status : Representative, Representative of : SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED (as AUTHORISED SIGNATORY)			

**Identifier Details :**

Name & address	
Subhrangshu Nath Sarkar Son of Bhupatis Nath Sarkar B-1 Angshik, Home No 1 To 256, P.O:- Kalyani, P.S:- Kalyani, District:-Nadia, West Bengal, India, PIN - 741235, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Mr DILIP KUMAR BAKSHI, Mr SUBIR RANJAN SARKAR	
	11/07/2018

**Endorsement For Deed Number : I - 150202511 / 2018**

Major Information of the Deed :- I-1502-02511/2018-11/07/2018



**On 11-07-2018**

**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 : 35 of Indian Stamp Act 1899.

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

Presented for registration at 13:50 hrs on 11-07-2018, at the Office of the D.S.R. - II NORTH 24-PARGANAS by Mr SUBIR RANJAN SARKAR .

**Admission Execution (for exempted person)**

Execution by Mr DILIP KUMAR BAKSHI, , GENERAL MANAGER- MARKETING, WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD, HIDCO BHABAN, 35-1111, 3rd Rotary, Major Arterial, P.O:- NEW TOWN, P.S:- New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700156

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.

**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative]**

Execution is admitted on 11-07-2018 by Mr SUBIR RANJAN SARKAR, AUTHORISED SIGNATORY, SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED, 99A PARK STREET, P.O:- PARK STREET, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700016

Indetified by Subhrangshu Nath Sarkar, , Son of Bhupatis Nath Sarkar, B-1 Angshik, Home No 1 To 256, P.O: Kalyani, Thana: Kalyani, , Nadia, WEST BENGAL, India, PIN - 741235, by caste Hindu, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 53,283/- ( A(1) = Rs 53,265/- ,E = Rs 14/- ,M (b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 53,283/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/07/2018 12:54PM with Govt. Ref. No: 192018190259118181 on 10-07-2018, Amount Rs: 53,283/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKG4399501 on 10-07-2018, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 3,20,405/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 3,20,405/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 291096, Amount: Rs.100/-, Date of Purchase: 10/01/2018, Vendor name: G C SAHA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/07/2018 12:54PM with Govt. Ref. No: 192018190259118181 on 10-07-2018, Amount Rs: 3,20,405/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKG4399501 on 10-07-2018, Head of Account 0030-02-103-003-02

*UK Basu*

**Utpal Kumar Basu**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - II NORTH 24-**  
**PARGANAS**  
**North 24-Parganas, West Bengal**

Major Information of the Deed :- I-1502-02511/2018-11/07/2018







Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1502-2018, Page from 72330 to 72371  
being No 150202511 for the year 2018.



*UK Basu*

Digitally signed by UTPAL KUMAR  
BASU  
Date: 2018.07.13 15:18:34 +05:30  
Reason: Digital Signing of Deed.

(Utpal Kumar Basu) 13-07-2018 15:18:23  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - II NORTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)