

04056/14 (E) (12) I-04298/14



Handwritten notes on the left margin: '14/5', '5-25', and '14/5'.

पश्चिम बंगाल WEST BENGAL V/cm-1172/14 S 855374  
9-10391/14  
10, 15, 46, 47, 31/2

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheet attached to this document are the part of this Document.

Additional Registrar  
15-5-14

THIS INDENTURE OF LEASE made this 14 day of MAY Two Thousand Fourteen;

BETWEEN

INDIAN CHURCH TRUSTEES, a body incorporated by Royal Charter dated 11<sup>th</sup> June, 1929 under the provisions of Sub-Section (1) of Section 6 of the Indian Church Act, 1927 and having its office at "Bishop's House", 51, Chowringhee Road, Kolkata - 700071 represented by its Trustees The Revd. Nigel Llewellyn Pope son of Late Llewellyn Pope residing at 1A, Cathedral Road, Police Station Hastings, Kolkata-700071 and Mr. Terence Ireland, son of Late Douglas Ireland and residing at 165, A.J.C.Bose Road, Police Station Beniapur, Kolkata-700014, hereinafter referred to as the "LESSOR" (P.A.N. No. AAATI4775Q) (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and/or assigns) of the FIRST PART;

AND

Handwritten notes at the bottom right: '7.1.50', '7.2.100', and '310'.

10222

B. K. Jain & Co  
Advocates  
6A, K. S. Roy Rd  
Kol - 1

Sold to	
Address	
Value	1000000
25 APR 2014	
L.S.V., High Court Sujit Sarkar High Court, A B	

2706C

TRIMURTI VILLA PVT. LTD.

  
Director

VITAY NARAYAN RATHI

2707C

Terence Hamilton Ireland

INDIAN CHURCH TRUSTEES  
51, CHOWRINGHEE ROAD  
KOLKATA - 700 071

2708C

Nigel Hewellyn Pope

Hony Secretary  
Indian Church Trustees  
Indian Church Trustees  
Hony Secretary



ADDITIONAL REGISTRAR  
OF ASSURANCES, KOLKATA  
14 MAY 2014

MESSRS TRIMURTI VILLA PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at No. 1, Garstin Place, The Orbit, Police Station Hare Street, Kolkata-700 001 represented by its Director Sri Vijay Narayan Rathi son of Late Satya Narayan Rathi and residing at No.671, Lake Town, Block-A, Police Station Lake Town, Kolkata-700089 by virtue of Resolution dated 27<sup>th</sup> March 2014 duly passed by its Board of Directors, hereinafter referred to as the "LESSEE" (P.A.N. No. AADCT9398Q) (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and/or assigns) of the SECOND PART;

AND

MESSRS HOOGHLY INK CO. LTD., a Company within the meaning of the Companies Act, 1956, having its registered office at No.67A, Pramothesh Barua Sarani, Police Station Karaya, Kolkata - 700019 represented by its Authorised Signatory Sri Sushil Kumar Poddar son of Late Nand Lal Poddar and residing at 42C, Ballygunge Circular Road, Police Station Ballygunge, Kolkata-700 019 by virtue of Resolution dated 30.09.1983 duly passed by its Board of Directors, hereinafter referred to as the "FIRST CONFIRMING PARTY" (P.A.N. No. AFTPP5892D) (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and/or assigns) of the THIRD PART;

AND

MESSRS HOOGHLY INK CO. (BOMBAY) LTD., a Company within the meaning of the Companies Act, 1956, having its registered office at No.67A, Pramothesh Barua Sarani, Police Station Karaya, Kolkata - 700019 represented by its Authorised Signatory Sri Arun Kumar Agarwal son

of Late Sri Rama Nand Agarwala, of No. 1A, Cornfield Road, Police Station Gariahat, Kolkata-700 019 by virtue of Resolution dated 26.04.2014 duly passed by its Board of Directors, hereinafter referred to as the "SECOND CONFIRMING PARTY" (P.A.N. No. AABCH5488H) (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and/or assigns) of the FOURTH PART;

AND

(1) SRI ARUN KUMAR AGARWALA, son of Late Sri Rama Nand Agarwala, of No. 1A, Cornfield Road, Police Station Gariahat, Kolkata-700019 (P.A.N. No. AFTPP5892D) AND (2) SRI SUSHIL KUMAR PODDAR son of Late Nand Lal Poddar and residing at 42C, Ballygunge Circular Road, Police Station Ballygunge, Kolkata-700019, (P.A.N. No. AFTPP5892D), hereinafter jointly referred to as the "THIRD CONFIRMING PARTY" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and/or assigns) of the FIFTH PART;

AND

The term "Confirming Parties" wherever appearing in this Deed shall mean and include jointly the First, Second and Third Confirming Parties abovenamed.

WHEREAS:

A. The Indian Church Trustees, the Lessor herein at all times has been and still is the absolute owner in respect of the Land and Premises commonly known as "Bishop's College" situated lying at amongst other premises, Municipal Premises No.67A, Ballygunge Circular Road (now known as Pramothesh Barua Sarani), Kolkata - 700019.

B. By an Indenture of Lease dated the 7<sup>th</sup> day of June, 1967 registered in Book No.1, Volume No.96, Pages 288 to 295, Being No.3079 for the year 1967 at the office of the Registrar of Assurances, Kolkata, the Lessor herein had demised unto Messrs Hooghly Ink Co. Ltd., the First Confirming Party herein All That the piece or parcel of land admeasuring an area of 1 Bigha, 13 Cottahs, 12 Chittacks and 14 Square Feet more or less together with building, hereditament, messuage, tenement and premises whatsoever lying erected and/or built thereon situate and lying within the Bishop's College Complex being portion of Premises No.67A, Ballygunge Circular Road (now named Pramothesh Barua Sarani), Kolkata-700 019, more fully described in the Schedule thereunder written and also described in the *First Schedule* hereunder written (hereinafter referred to as the "said Premises") for a period of 10 (ten) years commencing from the 1<sup>st</sup> January, 1966 with option for renewal of the said term and at the lease rent and on the terms recorded therein.

C. Since after the expiry of the term of the said Lease, the said Messrs Hooghly Ink Co. Ltd., the First Confirming Party herein continued to occupy the "said Premises" on the same terms and conditions as recorded in the said Indenture of Lease dated the 7<sup>th</sup> June, 1967.

D. In or about the year 1977 various disputes and differences had arisen amongst the shareholders of the said Messrs Hooghly Ink Co. Ltd. and its Directors, which resulted in litigation being Company Petition No.220 of 1977, Company Application No.99 of 1979, Appeal No.224 of 1979 and Appeal No.356 of 1979 before the Hon'ble High Court, Calcutta.

E. By an order dated the 9<sup>th</sup> January, 1981 passed by consent of the parties in the said Appeal No.224 of 1979 and Appeal No.356 of 1979 by the Hon'ble High Court, Calcutta, being the litigation amongst the shareholders of Messrs Hooghly Ink Co. Ltd. and its Directors, inter alia,

appointed Sri Arun Kumar Agarwala and Sri Sushil Kumar Poddar as Joint Special Officers and further directing that ½ (one-half) portion of the "said Premises" shall be occupied by Messrs Hooghly Ink Co. Ltd., i.e. the First Confirming Party herein and that the remaining ½ (one-half) portion of the "said Premises" would be occupied by Messrs Hooghly Ink Co. (Bombay) Ltd., i.e. the Second Confirming Party herein in the manner and on the terms therein recorded.

F. On being approached by Sri Arun Kumar Agarwala and Sri Sushil Kumar Poddar, the Third Confirming Party herein, who were appointed as Joint Special Officers by the Hon'ble High Court, Calcutta as aforesaid, the Indian Church Trustees, the Lessor herein at its meeting held on 14<sup>th</sup> November, 1981 vide its minutes No.ICT/81.10.b agreed to grant two separate Leases in respect of portions of the "said Premises" respectively in favour of the First and Second Confirming Parties abovenamed.

G. The Confirming Parties herein jointly agreed and decided to acquire the Lease in respect of Northern ½ (one-half) portion of the "said Premises", described in the *Second Schedule* hereunder written in the name of their nominee Messrs Altamira Projects LLP and in respect of Southern ½ (one-half) portion of the "said Premises", described in the *Third Schedule* hereunder written in the name of their nominee Messrs Trimurti Villa Private Limited and accordingly, they approached the Lessor:

H. The Indian Church Trustees, the Lessor herein on being approached and requested by the Confirming Parties as aforesaid, have by virtue of the decision taken at their full Board Meeting held on 14<sup>th</sup> November 1981 and in pursuance thereof after negotiations with the confirming parties, have since agreed to grant two separate Leases respectively in respect of the Northern Portion of the "said premises" and Southern Portion of the "said premises" respectively in favour of Messrs Altamira Projects LLP and

Messrs Trimurti Villa Private Limited, both nominees of the Confirming Parties for a term of 99(ninety-nine) years, at or for the agreed non-refundable and non-adjustable premium of an aggregate sum of Rs.20,00,00,000/- (Rupees Twenty Crores) only as also aggregate monthly rental of Rs.15,000/- (Rupees Fifteen Thousand) only and the same to be paid in equal proportion by the abovenamed nominees of the Confirming Parties.

I. In pursuance of the said recommendation and nomination made by the Confirming Parties as aforesaid, the Lessor has agreed vide its resolution in the meeting dated 3<sup>rd</sup> December 2013 to demise unto and in favour of the Lessee abovenamed All That the Southern portion of the "said Premises", more fully described in the *Third Schedule* hereunder written, hereinafter referred to as the "demised Premises", for a period of 99 (ninety-nine) years, at or for the said agreed non refundable and non adjustable premium amount and also the monthly lease rent and on the terms and condition herein contained.

J. Prior to the execution of this Lease Deed, the Lessor herein has duly been paid the entire arrears of Lease rent in respect of the "said Premises" for the period up to the date of this Deed. The Lessee abovenamed along with Messrs Altamira Projects LLP being the Lessee in respect of the "Northern Portion of the said Premises" have also agreed jointly to bear and pay in equal proportion, the arrears of Municipal Corporation Taxes both owner's and occupier's shares on account and in respect of the "said Premises" including interest and penalty, if any, for the period up to the date of this Deed.

K. The Confirming Parties have agreed to execute this Lease Deed and thereby confirm the grant of the long term Lease in respect of the said "demised Premises" in favour of the Lessee by the Lessor.

NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in pursuance of the said Agreement and also the said recommendation and nomination made by the Confirming Parties as hereinbefore recorded and in consideration of the sum of Rs.10,00,00,000/- (Rupees Ten Crores) only duly paid to the Lessor by the Lessee on or before the execution of this Lease Deed (the receipt whereof the Lessor doth hereby as also by the Memorandum hereunder written admit and acknowledge) as and by way of consideration and/or premium and further in consideration of the monthly lease rent hereby reserved and of the covenants, conditions and agreements hereinafter contained and on the part of the Lessee to be paid, observed and performed, the Lessor doth hereby demise unto the Lessee on "As is, where is and whatever there is" basis with clear marketable title All That the Southern portion of the "said Premises" being the piece or parcel of land ad-measuring an area of 16 Cottahs 14 Chittacks and 7 Square Feet be the same a little more or less together with pucca brick built building, garages, outhouses, hereditaments, tenements and premises lying erected and/or built thereon situate and lying within the Bishop's College Complex being portion of Municipal Premises No. 67A, Pramothesh Barua Sarani (formerly Ballygunge Circular Road), P.S. Karaya, Ward No. 63, Kolkata - 700019 and the same shown and delineated in BLUE borders in the map or plan marked "X" annexed hereto and also more fully described in the *Third Schedule* hereunder written (hereinafter referred to as the "demised Premises") TOGETHER WITH all rights, easements and appurtenances whatsoever TO HOLD the same unto the Lessee for the term of 99 (ninety-nine) years commencing from the date of execution of this Lease Deed (hereinafter referred to as the "Date of Commencement of the Lease") together with option for the Lessee for renewal of the said term YIELDING AND PAYING during the said term the monthly lease rent on account and in respect of the "demised Premises" at the rate and in the manner and within the time as mutually agreed.;



II. AND the Lessee to the intent that the obligations on its part herein contained shall continue throughout the said term hereby covenant with the Lessor as follows :-

- (a) The Lessee hereby declares and confirms that on or before the execution of these presents the Lessee herein has duly paid to the Lessor the said sum of Rs.10,00,00,000/- (Rupees Ten Crores) Only being the agreed amount of premium and/or consideration for grant of the instant Lease as hereinbefore recorded and has further agreed and consented that the said premium amount shall be non-refundable and non-adjustable herein and after;
- (b) The Lessee hereby also declares and confirms to have agreed that the Lessee abovenamed along with the Lessee in respect of the "Northern Portion of the said Premises" shall jointly in equal proportion duly pay the entire arrears of Municipal Corporation taxes both owner's and occupier's shares and Municipal surcharge and all other rates, taxes and outgoings whatsoever on account and in respect of the "said Premises", described in the *First Schedule* hereunder written, including interest and penalty, if any, for the period up to the date of commencement of the Lease and in this regard, both the Lessee herein and the Lessee in respect of the "Northern Portion of the said Premises" shall jointly and severally keep the Lessor absolutely indemnified and harmless against payment of the same;
- (c) The lease rent in respect of the said "demised Premises" would be Rs.7,500/- (Rupees Seven thousand and Five hundred) Only per month and the same shall be payable to the Lessor by the Lessee according to the English Calendar month by post dated cheque annually. The said monthly lease rent would be enhanced by 10% of

the then lease rent on expiry of every 5 (five) years from the date of commencement of the Lease;

- (d) The monthly lease rent in respect of the said "demised Premises" at the rate as mentioned in the last preceding clause, shall be payable to the Lessor in advance on or before the 7<sup>th</sup> day of the calendar month for which such rent shall become payable. In case of delay or default on the part of the Lessee to pay the said monthly lease rent in the manner and within the time stipulated hereinabove, the Lessee shall be liable to pay to the Lessor interest calculated at the rate of fifteen percent per annum till the date of payment and if the arrears of lease rent is more than for three years despite repeated reminders the lease deed shall be terminated in accordance with law.
- (e) The Lessee herein shall not be entitled to withhold the payment or to claim any deduction or abatement in the amounts of the monthly lease rent in respect of the said "demised Premises" payable to the Lessor by the Lessee on any ground whatsoever, save and except the statutory deduction of Income Tax at Source, if applicable;
- (f) The Lessee herein shall reimburse and/or pay to the Lessor the amount of Service Tax, if any, found payable on account of the said monthly lease rent in respect of the said "demised Premises" to be paid to the Lessor by the Lessee;
- (g) The Lessee shall also bear and pay the Municipal Corporation taxes both owner's and occupier's shares as also the Municipal surcharge, water tax and all other rates, taxes and outgoings now payable or as may hereafter become payable in respect of the "demised Premises" and/or the proposed new building to be erected thereat. In case of enhancement of the existing Municipal tax and other rates, taxes and outgoings and/or imposition of new rates and taxes, the same

shall also be borne and paid by the Lessee. The Lessee herein shall keep the Lessor as also the "demised Premises" absolutely indemnified and harmless against payment of Municipal taxes and other rates, taxes and outgoings including water and electricity charges;

- (h) The Lessee herein shall at its own costs duly apply for and have its name mutated and recorded as the Lessee in respect of the "demised Premises" and further have separate assessment of the Municipal rates payable on account and in respect of the "demised Premises" by the Kolkata Municipal Corporation. Till such separate assessment of Municipal taxes in respect of the "demised Premises", the Lessee herein along with the Lessee in respect of the "Northern Portion of the said Premises" shall jointly pay the Municipal Corporation Taxes Municipal surcharge, water taxes and other rates and taxes on account of the "said Premises" as per the Municipal Tax Bill to be received from the Kolkata Municipal Corporation and the same in equal proportion and further keep the Lessor indemnified and harmless against payment of the same;
- (i) The Lessee herein shall at its own costs cause construction of boundary wall at and around the "demised Premises" as also cause independent entrance gate to be erected thereat as may be necessary or required for beneficial use and enjoyment of the "demised Premises" as also for causing development and construction of proposed new building thereat. The Lessee herein and the Lessee in respect of the "Northern Portion of the said Premises" would cause the partition wall dividing the "demised Premises" and the said "Northern Portion of the said Premises";
- (j) Immediately after execution of these presents, the Lessee herein shall at its own costs duly apply for and obtain separate electricity

connection in its own name for use of the same at the "demised Premises" and/or the proposed new building to be erected thereat. Pending the obtaining of such separate electricity connection, the Lessee shall be entitled to supply of electricity at the "demised Premises" from the existing electricity connection at the "said Premises", subject to the Lessee regularly and punctually paying the charges on account of the electricity as may be consumed at the "demised Premises" and in this regard, separate sub-meter would be caused to be installed for recording the units of consumption at the "demised Premises";

- (k) The Lessee herein shall and will keep and maintain the "demised Premises" and/or the proposed new building to be erected thereat in good and tenantable repair and condition as may be necessary;
- (l) The Lessee shall at its own costs keep the drains, pipes and water spouts of the "demised Premises" and/or proposed new building to be erected thereat clean and clear of all obstructions at all times and further duly comply with all relevant laws, bye-laws and rules;
- (m) The Lessee herein shall at its own costs do and execute or cause to be done and executed all repairs, white-wash and colour-wash as shall or may from time to time be necessary or required to be done at the "demised Premises" and/or the proposed new building to be erected thereat and as the Lessee shall at its discretion think proper;
- (n) The Lessee shall not transfer and/or assign its Leasehold rights under this Deed in respect of the "demised Premise" or portion thereof in favour of any person or party whatsoever. Provided however that this will not prevent the Lessee from granting sub-lease and/or tenancy in respect of the "demised Premises" and/or the proposed new building to be erected thereat and/or the residential flats, offices, show rooms, car parkings and other spaces

of the proposed new building as provided in clause (i) of the mutual covenants hereunder. However, each such sub-leasing will be intimated to the Lessor.

- (o) The Lessee will not carry on nor permit any of its sub-Lessees or tenants to carry on or commit in or upon the "demised Premises" or the proposed new building or part thereof any offensive, illegal or dangerous trade or business;
- (p) The Lessee and/or its sub-Lessees or tenants shall not use the "demised Premises" or the proposed new building to be erected thereat nor allow the same to be used for any illegal, wrongful or offensive purpose. It has been agreed that the "demised Premises" and/or the proposed new building to be erected thereat shall be used by the Lessee and/or its sub-Lessees or tenants for residential and/or carrying on business or trade or such other lawful purposes;
- (q) The Lessee and/or its sub-Lessees and/or tenants will not bring, keep or store in or upon the "demised Premises" or the proposed new building or any part thereof any inflammable, combustible or dangerous substances, articles or things, which may damage or prejudicially affect the "demised Premises" and/or the proposed new building to be erected thereat;
- (r) The Lessee shall at its own costs maintain adequate fire fighting equipments within the "demised Premises" and/or the proposed new building to be erected thereat as per applicable laws for the time being in force and in this regard, the Lessee shall keep the Lessor absolutely indemnified and harmless;
- (s) The Lessee shall allow the Lessor and its officials and/or agents at all reasonable times in the day time on prior appointment made in writing, during the continuation of the said term and/or the

renewed term of the Lease to enter upon the "demised Premises" and/or the new building to be erected thereat or any portion thereof and to inspect and examine the state and condition of the same;

- (t) The Lessee shall on expiry of the said term and/or the renewed term of the Lease peaceably and quietly yield and deliver up to the Lessor the vacant and peaceful possession of the "demised Premises" and the building and other structures as may then be lying erected thereat and the same in good, tenantable and repair condition reasonable wear and tear thereof excepted.

III. AND the Lessor hereby covenant with the Lessee as follows :-

- (a) That the Lessee paying the said monthly lease rent as also regularly and punctually paying the Municipal Corporation taxes, Municipal surcharge, water taxes and all other rates, taxes and outgoings whatsoever on account and in respect of the said "demised Premises" and/or the proposed new building to be erected thereat and further observing and performing the various terms, conditions, covenants and stipulations herein contained and as required by all relevant authorities and on the part of the Lessee to be observed and performed, shall and may peaceably and quietly hold, possess and enjoy the "demised Premises" and/or the proposed new building as may be erected thereat during the said term and/or the renewed term without any interruption, objection, obstruction or disturbance by or on behalf of the Lessor or any person or party claiming from under or in trust for the Lessor.
- (b) The Lessor herein shall extend all their co-operation and assistance to the Lessee and also do and execute all such acts, deeds, matters and things as may from time to time be required by the Lessee in the matters following :-

- (i) The Lessee herein applying for and having its name mutated as the Lessee in the records of the Kolkata Municipal Corporation and further having separate assessment of Municipal taxes, Municipal surcharge and other rates and taxes in respect of the "demised Premises" by the Municipal Corporation Authority;
- (ii) The Lessee herein applying for and obtaining separate electricity connection at the "demised Premises" and/or the proposed new building to be erected thereat from the CESC Authority in its own name;
- (iii) The Lessee herein erecting boundary walls along with separate and independent entrance gate at the "demised Premises";
- (iv) The Lessee at its own costs applying for and obtaining necessary exemption/ permission from the competent authority under the Urban Land (Ceiling & Regulations) Act, 1976 either in the name of the Lessor or the Lessee itself, as may be necessary or required for the development at the "demised Premises" and/or construction of new building thereat;
- (v) The Lessee at its own costs applying for and obtaining all necessary permissions, clearances, approvals, no-objections and exemptions from the concerned Government Authorities and/or Departments including sanction of plan from the Kolkata Municipal Corporation as may be required for development at the "demised Premises" and/or construction of the proposed new building thereat;

- (vi) The Lessee at its own costs applying for and obtaining water, drainage and sewerage connections at the "demised Premises" and/or the proposed new building to be erected thereat;
  - (vii) The Lessee herein at its own costs undertaking development of the "demised Premises" and/or construction of new building thereat after causing demolition of the existing building and structures comprised in the "demised Premises" and the same as per the sanctioned plan to be obtained from the Municipal Corporation Authority and further to obtain required Completion Certificate and/or Occupation Certificate in respect of the proposed building to be erected at the "demised Premises" from the concerned authority and/or department;
  - (c) The Lessor herein shall not do nor permit anyone to do or commit any act, deed, matter or thing, which may in any manner obstruct the use and enjoyment of the "demised Premises" and/or development of the said "demised Premises" and/or construction of the proposed new building thereat by the Lessee as per the terms of the Lease;
  - (d) The Lessor herein shall sign, execute and deliver all necessary maps, plans, sketches, applications, letters and other papers and documents as may from time to time be required by the Lessee for the development of the "demised Premises" and/or construction of the proposed new building thereat;
- IV. PROVIDED ALWAYS and it is hereby mutually agreed and declared by and between the Lessor and the Lessee as follows:-



- (a) It is hereby agreed that in case of default on the part of the Lessee to pay the monthly lease rent for three months or in case of breach or non-observance of any of the terms conditions covenants and stipulations herein contained and on the part of the Lessee to be paid, observed and performed then and in any of such cases, it shall be lawful for the Lessor to call upon the Lessee by notice at the last known address in writing to pay the arrears of lease rent along with interest. In the event despite such notice, should the Lessee fail or neglect to pay the arrears for more than three years the lease deed shall be terminated in accordance with law..
- (b) The Lessee shall be entitled at its own costs to undertake development of the "demised Premises" and construction of one or more buildings and other structures at or upon the land comprised in the "demised Premises" or portion thereof by causing demolition of the existing building and structures lying erected at the "demised Premises" and the same as the Lessee may at its discretion think proper;
- (c) The Lessee shall also be at liberty at its discretion to apply for and obtain necessary permissions, clearances, No Objections and approvals including necessary exemption/permission of the competent authority under the urban land (Ceiling of Regulation) Act, 1976 as may from time to time be required for development of the "demised Premises" and/or construction of the proposed new building/s thereat and/or obtaining sanctioned plan from the Municipal Corporation Authority;
- (d) The Lessee shall further be entitled at its own costs to apply for and obtain either in its own name or in the name of the Lessor necessary plan duly sanctioned by the Kolkata Municipal Corporation for

development of the "demised Premises" and/or construction of new building/s at or upon the land comprised in the "demised Premises" and further to have such sanctioned plan from time to time renewed and/or modified and in this regard, the Lessor shall extend their co-operation as may be required by the Lessee;

- (e) The Lessee herein shall solely and exclusively be responsible for payment of the fees, cess, deposits and other costs and charges as may be required to be paid for obtaining sanction of plan from the Municipal Corporation and/or obtaining of other required permissions, clearances, no-objections and approvals from the concerned authorities and/or departments for and on account of development of the "demised Premises" and/or construction of the proposed new building/s thereat including any fines or penalties arising there from and in this regard, the Lessor shall not in any manner be liable or responsible. The Lessee shall be entitled to repayment or refund of the amounts, which are so deposited with any of the Government Authority and/or department either in the name of the Lessee or the Lessor and in this regard, the Lessor shall extend its co-operation;
- (f) The Lessee shall be entitled to undertake and carry out the development of the "demised Premises" and/or construction of the proposed new building/s strictly as per the plan to be obtained sanctioned from the Kolkata Municipal Corporation and as per the Building Rules, Regulations and Bye-Laws of the Municipal Corporation and as per the required permissions and approvals of the concerned government authorities and/or departments, without any objection, interference or obstruction or disturbance by or on behalf of the Lessor herein or any other person whosoever. The Lessee shall ensure that the work of development and/or construction of the proposed new building/s are carried out without

causing any obstruction or hindrance to any one. The Lessee shall keep the Lessor absolutely indemnified and harmless against all actions claims and demands whatsoever as may be made due to construction of the proposed new building/s and/or the development work in respect of the "demised Premises" being in deviation from the sanctioned plan and/or in violation of the Building Rules and/or Municipal Laws.

- (g) Certified Copies KMC sanctioned Plan and all other statutory sanctions and approvals including all renewals and/or modification from the competent authorities as may be obtained by the Lessee would be furnished to the Lessor for their record and information.
- (h) The Lessees shall at all times be at liberty at its own costs to demolish the existing building/s and structures comprised in the "demised Premises" as may be required for construction of the proposed new building/s and other structures at or upon the land comprised in the "demised Premises" or portion thereof as per the Municipal Laws. However the debris and/or salvage, which would come out from the demolition of the building or other structures comprised in the "demised Premises", would exclusively belong to the Lessor and accordingly, the Lessee would remit and pay the net sale proceeds thereof to the Lessor;
- (i) The Lessee herein shall solely be responsible for the structural stability of the proposed new building/s and for the soundness of the construction and be liable for all claims and actions, which may arise due to deviation from the sanctioned plan and/or infringement or violation of the building Rules and Municipal Laws. The Lessee shall keep the Lessor/Owner indemnified and harmless against all third party claims and actions arising out of any act of commission or omission on the part of the Lessee in relation to the said project of

development of the said property and/or "demised Premises" and construction of the proposed new building/s thereat;

- (j) The Lessee shall be entitled to sub-demise, let out or otherwise permit or allow any person or party to use or occupy the said "demised Premises" and/or the proposed new building/s and/or the residential flats, offices, show rooms, parking spaces and other spaces of the proposed new building/s to be erected at the "demised Premises", for the residue of the unexpired term of the lease together with benefit of the option for renewal of the term of the Lease and the same at such rent and on such terms as the Lessee may think proper. Provided however that the grant of such sub-leases and tenancies would be subject to the various terms and covenants herein recorded;
- (k) The Lessee shall be entitled to renewal of the term of the Lease for a further term of 99 (ninety-nine) years commencing on and with effect from the date of expiry of the term hereby reserved and the same on the terms as may be mutually agreed by and between the Lessor and the Lessee;
- (l) The Lessee herein shall be entitled at its own costs to have its name mutated as the Lessee in respect of the "demised Premises" in the records of the Kolkata Municipal Corporation and other appropriate Government Authorities and/or departments;
- (m) The Lessee shall be entitled at its own costs to apply for and obtain electricity, water, sewerage and drainage connections at the proposed new building/s and also necessary occupation certificate from the concerned authority;
- (n) It has been agreed that if at any time the said "demised Premises" or any portion thereof is sought to be acquired or requisitioned by the Government, Municipal Corporation or KMDA or any other

Government Authority or Public Body under any law for the time being in force, the Lessor shall extend their co-operation to the Lessee in the matter of the Lessee at its own costs objecting, defending and/or contesting such acquisition or requisition and further duly sign, execute and deliver all papers, documents, applications and proceedings as may be required by the Lessee for objecting, defending and/or contesting such acquisition and/or requisition in accordance with law;

- (o) Any notice required to be served hereunder shall be sufficiently served on the Lessor or the Lessee if sent by Registered Post to their respective last known registered offices and the notice so sent by Registered Post, shall be deemed to have been served at the time when in normal course it will be delivered at the address to which it is sent;
- (p) The Terms herein recorded supersedes all prior discussions, understanding and writings, if any, by and between the parties and no modifications of the terms of this Lease Deed or waiver of the terms and conditions hereof shall be valid and binding, unless made in writing jointly by the Lessor and the Lessee;
- (q) In the event any of the provisions of this Lease Deed shall be upheld by any Court or Tribunal of competent jurisdiction to be bad, invalid or unenforceable, the remaining parts and provisions of this Lease Deed shall however remain in full force and effect;
- (r) The rights of the Lessor under this Lease Deed shall not be prejudiced or restricted by any indulgence or forbearance if any, extended to the Lessee and vice-versa. No waiver either by the Lessor or the Lessee in respect of a breach shall operate as a waiver in respect of any subsequent breach;

- (s) This Lease Deed shall be executed in two parts. The original Lease Deed shall be retained by the Lessee and the duplicate copy of the Lease Deed shall be retained by the Lessor. The Lessee shall also provide to the Lessor a certified copy of the original of this Lease Deed;
- (t) The Lessee herein shall bear and pay the stamp duty, registration fee and all other costs, charges and expenses required to be incurred or paid on account of the execution and registration of this Lease Deed;
- (u) The validity, construction and performance of the terms of this Lease shall be construed and the legal relations between the Lessor and the Lessee shall be determined and governed according to the laws of India;
- (v) None of the Parties hereto shall dispute the legality, validity and enforceability of this Lease Deed and/or the terms herein recorded;
- (w) The Courts in Kolkata shall exclusively have jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents;
- (x) The term or expression "demised Premises" used in this Deed, unless it be repugnant to the context, shall also mean and include the proposed new building/s and other structures as may hereafter be erected and/or built by the Lessee at or upon the land comprised in the "demised Premises".

V. AND the Confirming Parties abovenamed do and each of them doth hereby ratify and confirm this Lease Deed and the terms thereof.

THE FIRST SCHEDULE ABOVE REFERRED TO  
"said Premises"

ALL THAT the piece or parcel of land ad-measuring an area of 1 Bigha 13 Cottahs 12 Chittacks and 14 Square Feet be the same a little more or less

together with pucca brick built building, garages, outhouses, hereditaments, tenements and premises lying erected and/or built thereon occupied by Messrs Hooghly Ink Co. Ltd., and Messrs Hooghly Ink Co. (Bombay) Ltd. and the same situate and lying within the Bishop's College Complex being portion of Municipal Premises No.67A, Pramothesh Barua Sarani (formerly Ballygunge Circular Road), Police Station - Karaya, Ward No. 63, Kolkata - 700019 and the same shown and delineated in RED borders in the map or plan marked "X" annexed hereto and butted and bounded in the manner as follows :-

- On the North : Partly by multi-storied building named "Balaka" and partly by Bishop's College Chapel Lawn;
- On the South : By the passage leading to the premises of Gillanders properties;
- On the East : Partly by office and staff quarters of Bishop's College and partly by the premises of Gillanders properties;
- On the West : By Pramothesh Barua Sarani;

OR HOWSOEVER otherwise the above Land and Premises was butted, bounded, known, numbered and distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO

"Northern Portion of the said Premises"

ALL THAT the Northern  $\frac{1}{2}$  (one-half) of the "said Premises", described in the *First Schedule* above written being the piece or parcel of land ad-measuring an area of 16 Cottahs 14 Chittacks and 7 Square Feet be the same a little more or less together with pucca brick built building, garages, outhouses, hereditaments, tenements and premises lying erected and/or built thereon situate and lying within the Bishop's College Complex being portion of Municipal Premises No.67A, Pramothesh Barua Sarani (formerly Ballygunge Circular Road), Police Station - Karaya, Ward No. 63, Kolkata - 700019 and the same shown and delineated in GREEN

borders in the map or plan marked "X" annexed hereto and butted and bounded in the manner as follows :-

- On the North : Partly by multi-storied building named "Balaka" and partly by Bishop's College Chapel Lawn;
- On the South : By Southern Portion of the "said Premises", described in the *First Schedule* above written;
- On the East : By office and staff quarters of Bishop's College;
- On the West : By Pramothesh Barua Sarani;

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**"Southern Portion of the Said Premises"**  
**"demised Premises"**


ALL THAT the Southern  $\frac{1}{2}$  (one-half) of the premises described in the *First Schedule* above written being the piece or parcel of land ad-measuring an area of 16 Cottahs 14 Chittacks and 7 Square Feet be the same a little more or less together with pucca brick built building, garages, outhouses, hereditaments, tenements and premises lying erected and/or built thereon situate and lying within the Bishop's College Complex being portion of Municipal Premises No.67A, Pramothesh Barua Sarani (formerly Ballygunge Circular Road), Police Station - Karaya, Ward No. 63, Kolkata - 700019 and the same shown and delineated in BLUE borders in the map or plan marked "X" annexed hereto and butted and bounded in the manner as follows :-

- On the North : By the Northern Portion of the "said Premises", described in the *First Schedule* above written;
- On the South : By the passage leading to the premises of Gillanders properties;
- On the East : By the premises of Gillanders properties;
- On the West : By Pramothesh Barua Sarani;



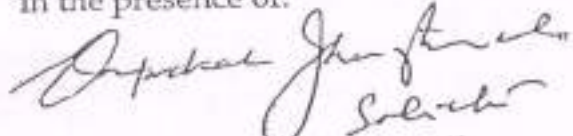
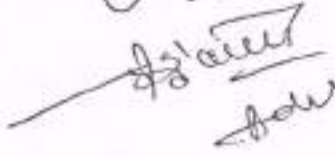
IN WITNESS WHEREOF the parties hereto have put their respective seals and signatures the day month and year first above written.

SIGNED SEALED AND DELIVERED  
by the LESSOR abovenamed at Kolkata  
in the presence of:

  
Somnatar Biswas  
33/13 Anberst St  
Kolkata - 9

Bradley Richard Samuel:-  
51 Chowringhee Rd. Kol. 71

SIGNED SEALED AND DELIVERED  
by the LESSEE abovenamed at Kolkata  
in the presence of:

  
Dipakal Jha  
Salamat  
  
A. B. Das

SIGNED SEALED AND DELIVERED  
by the FIRST CONFIRMING PARTY  
abovenamed at Kolkata in the presence  
of:

  
Dipakal Jha  
Salamat  
  
A. B. Das

*Terence Hamilton Ireland*  
INDIAN CHURCH TRUSTEES  
51, CHOWRINGHEE ROAD  
KOLKATA - 700 071

*Nigel Hlewellyn Pope.*  
Hony Secretary  
Indian Church Trustees

TRIMURTI VILLA PVT. LTD.  
  
Director

For Hooghly Ink Co. (Bombay) Ltd.  
Authorized Signatory

For HOOGHLY INK CO. LTD.  
  
Constituted Attorney

SIGNED SEALED AND DELIVERED  
by the SECOND CONFIRMING  
PARTY abovenamed at Kolkata in the  
presence of:

*Opkash Jain*  
Secretary  
*Agarwal*  
Adv.

For Hooghly Ink Co. (Bombay) Ltd.  
*AK Agarwal*  
Director SO

For HOOGHLY INK CO. LTD.  
*Agarwal*  
Constituted Attorney

SIGNED SEALED AND DELIVERED  
by the THIRD CONFIRMING PARTY  
abovenamed at Kolkata in the presence  
of:

*Opkash Jain*  
Secretary  
*Agarwal*  
Adv.

*Agarwal*  
(Sushil Kumar Agarwal)  
AK Agarwal

*Agarwal*  
Adv.  
Prepared & Drafted by: B.K. Jain & Co.  
(Advocates), 6A, K. S. Roy Road,  
Kolkata-700001.

Received of and from the within named Lessee the within mentioned amount of consideration/ premium as per the memorandum hereunder written .....

Rs10,00,00,000.00

(Rupees Ten Crores) Only;

MEMO OF CONSIDERATION/PREMIUM

1. Paid by Manger's Cheque No. 213505 dated 13.05.2014 drawn on HDFC Bank, Stephen House Branch, Kolkata, in favour of Lessor for.....	Rs. 9,90,00,000.00
2. Tax deducted at Source (TDS) on Rs.10,00,00,000.00 for .....	Rs. 10,00,000.00
<b>Total :</b>	<u>Rs. 10,00,00,000.00</u>

(Rupees Ten Crores) Only;

*Terence Hamilton Ireland*

Witnesses :-

INDIAN CHURCH TRUSTEES  
51, CHOWRINGHEE ROAD  
KOLKATA - 700 071

INDIAN CHURCH TRUSTEES  
51, CHOWRINGHEE ROAD  
KOLKATA - 700 071












*[Signature]*  
*Sanchita Binnans*  
*Bradley Richard Samuel*  
51 Chowringhee Rd.  
Kol. 700071






*Nigel Hewelllyn Pope*  
Hony Secretary  
Indian Church Trustees



SPECIMEN FORM FOR TEN FINGERPRINTERS

	Sl. No.	Signature of the executants/and/ or purchaser/ Presentants	Little	Ring	Middle (Left Hand)	Fore	Thumb
		<i>Nigel Llewellyn Pope</i>					
			Thumb	Fore	Middle (Right Hand)	Ring	Little
							

			Little	Ring	Middle (Left Hand)	Fore	Thumb
		<i>Terence Hamilton Inland</i>					
			Thumb	Fore	Middle (Right Hand)	Ring	Little
							

			Little	Ring	Middle (Left Hand)	Fore	Thumb
		<i>[Signature]</i>					
			Thumb	Fore	Middle (Right Hand)	Ring	Little
							

# SPECIMEN FORM FOR TEN FINGERPRINTERS



Sl. No.	Signature of the executants/and/or purchaser/ Presentants	Little	Ring	Middle (Left Hand)	Fore	Thumb
	<i>AK kg 21/11/19</i>					
		<b>Thumb</b>	<b>Fore</b>	<b>Middle (Right Hand)</b>	<b>Ring</b>	<b>Little</b>



Sl. No.	Signature of the executants/and/or purchaser/ Presentants	Little	Ring	Middle (Left Hand)	Fore	Thumb
	<i>[Signature]</i>					
		<b>Thumb</b>	<b>Fore</b>	<b>Middle (Right Hand)</b>	<b>Ring</b>	<b>Little</b>

Sl. No.	Signature of the executants/and/or purchaser/ Presentants	Little	Ring	Middle (Left Hand)	Fore	Thumb
3						
		<b>Thumb</b>	<b>Fore</b>	<b>Middle (Right Hand)</b>	<b>Ring</b>	<b>Little</b>



Government Of West Bengal  
Office Of the A.R.A. - I KOLKATA  
District:-Kolkata

Endorsement For Deed Number : 1 - 04298 of 2014  
(Serial No. 04056 of 2014 and Query No. 1901L000010391 of 2014)

On 14/05/2014

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

Presented for registration at 17.25 hrs on :14/05/2014, at the Private residence by Vijay Narayan Rathi ,Claimant.

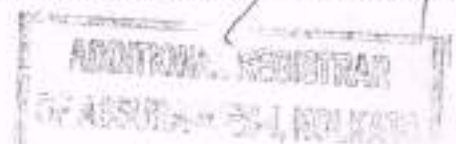
Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 14/05/2014 by

1. Nigel Llewellyn Pope  
Trustee, Indian Church Trustees, Bishops House, 51, Chowringhee Road, Kolkata,  
Thana:-Shakespeare Sarani, District:-Kolkata, WEST BENGAL, India, Pin :-700071,  
, By Profession : Others
2. Terence Ireland  
Trustee, Indian Church Trustees, Bishops House, 51, Chowringhee Road, Kolkata,  
Thana:-Shakespeare Sarani, District:-Kolkata, WEST BENGAL, India, Pin :-700071,  
, By Profession : Others
3. Sushil Kumar Poddar  
Authorised Signatory, M/ S. Hooghly Ink Co. Ltd., 67 A, Pramothesh Barua Sarani, Kolkata,  
Thana:-Karaya, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700019,  
, By Profession : Others
4. Arun Kumar Agarwal  
Authorised Signatory, M/ S. Hooghly Ink Co. ( Bombay ) Ltd., 67 A, Pramothesh Barua Sarani, Kolkata,  
Thana:-Karaya, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700019,  
, By Profession : Others
5. Arun Kumar Agarwala, son of Lt. Sri Rama Nand Agarwala , 1 A, Cornfield Rd.(R.K Mukherjee Sarani),  
Kolkata, Thana:-Gariahat, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700019, By Caste  
Hindu, By Profession : Others
6. Sushil Kumar Poddar, son of Lt. Nand Lal Poddar , 42 C, Ballygunge Circular Road, Kolkata,  
Thana:-Bullygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700019, By Caste  
Hindu, By Profession : Others
7. Vijay Narayan Rathi  
Director, M/ S. Trimurti Villa Pvt. Ltd., 1, Garstin Place, Kolkata, Thana: Hare Street District:-Kolkata,  
WEST BENGAL, India, Pin :-700001,  
, By Profession : Others

Identified By Omprakash Jhunjhunwala, son of Lt. S. R. Jhunjhunwala, 1-B, Old Post Office Street,  
Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu,  
By Profession: Advocate.

( Dinabandhu Roy )  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA.



15 MAY 2014 Dinabandhu Roy

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

~~~~~  
DATED THIS ..... DAY OF ..... 2014  
~~~~~

BETWEEN

INDIAN CHURCH TRUSTEES

..... LESSOR

AND

MESSRS TRIMURTI VILLA PRIVATE LIMITED

..... LESSEE

AND

MESSRS HOOGHLY INK CO.LTD.

..... FIRST CONFIRMING PARTY

AND

MESSRS HOOGHLY INK CO. (BOMBAY) LTD.

..... SECOND CONFIRMING PARTY

AND

(1) SRI ARUN KUMAR AGARWAL AND

(2) SRI SUSHIL KUMAR PODDAR

..... THIRD CONFIRMING PARTY

~~~~~  
INDENTURE OF LEASE  
~~~~~

**B.K.Jain & Co.**

(Advocates)

6A, K.S.Roy Road,

Gr.Floor, Kolkata-700 001



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 9  
Page from 2128 to 2162  
being No 04298 for the year 2014.



(Dinabandhu Roy) 16-May-2014  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA  
Office of the A.R.A. - I KOLKATA  
West Bengal