



THIS AGREEMENT made this the 19th day of NOVEMBER, TWO THOUSAND AND FOUR BETWEEN TAPAN MUKHERJEE son of Late Sailendra Nath Mukherjee by religion Hindu by occupation Business residing at No. 33/2 Juggipara Road, Kolkata 700 028 being the Executor and Administrator De-bonis Non in respect of the Estate of Late Sailendra Nath Mukherjee

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106862 19 NOV 2004

cc..... Date.....
Sold To..... **B. L. GAGGAR**
Add..... **SOLICITOR & ADVOCATE**
No. *109* **3RD FLOOR,**
2-Old POST OFFICE STREET
KALCUTTA - 70001

L. S. VENDOR
HIGH COURT CLERK

hereinafter referred to as the LESSOR (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors, administrators and assigns) of the FIRST PART AND SANJAY GUPTA son of Late Laxman Prasad Gupta residing at No. 2/1A Burdwan Road, 6th floor, Alipore, Kolkata 700 027 hereinafter referred to as the CONFIRMING PARTY (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors, administrators and assigns) of the SECOND PART AND FORT BUILDERS a partnership firm having its office and/or place of business situated at No. 7/1A, Hazra Road, Kolkata 700 026 hereinafter referred to as the LESSEE (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partners of the said partnership business of Fort Builders and/or such other person or persons who may be taken in or admitted as partner or partners of the said business and/or such person or persons who may carry on the said partnership business and their respective heirs, legal representatives executors, administrators and assigns) of the THIRD PART :

W H E R E A S :

A) By an Indenture of Lease dated 23rd September, 2003 duly registered at the office of the Addl. Registrar of Assurances - I (ARA-I) Kolkata in Book No. I, Reing No. 11622 for the year 2003 and executed between the parties hereto the Vendor has granted a lease in respect of ALL THAT the piece or parcel of land con-

taining by estimation an area of 10 (ten) Bighas 19 (Nineteen) Cottahs 12 (Twelve) Chittacks 14 (Fourteen) Square feet (be the same a little more or less) TOGETHER WITH the various buildings and/or structures, sheds, passages, water ways, sewers, drains, pipes, hereditaments, tenements appurtenant to and comprised in Municipal Premises No. 37, 38 and 38/1 Panditya Road, Kolkata 700 029 in the South Division of the town of Kolkata comprised in Ward No.85 of Kolkata Municipal Corporation within Police Station Lake (more fully and particularly mentioned and described in the SCHEDULE thereunder written and also in the SCHEDULE hereunder written and hereinafter referred to as the said PREMISES) unto and in favour of the Lessee herein for a period of 999 years commencing from 23rd September, 2003 (hereinafter referred to as the COMMENCEMENT DATE) at the rent and on the terms and conditions contained and recorded in the said Indenture of Lease dated 23rd September, 2003 (hereinafter referred to as the PRINCIPAL LEASE).

✓ B) By and under the said Principal Lease the ground rent reserved thereby is Rs. 100/- (Rupees One hundred only) per annum and it has been agreed that the Lessee would be at liberty to make payment of the rents either annually or at a time for the entire period of the Lease in respect of the said Demised Premises. ✓

✓ C) The Lessee has agreed to make the payment of the entirety of the ground rent in respect of the said Demised Premises for the entirety of the period of the said Principal Lease.

D) The parties are therefore desirous of recording the agreement in writing.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed and declared by and between the parties hereto as follows:

1. It is hereby recorded and confirmed and declared that in pursuance of the said Principal Lease the Lessee has paid to the Lessor a sum of Rs. 99,900/- (Rupees Ninety nine thousand nine hundred only) being the ground rent payable for the entire period of the said Principal Lease (which amount the Lessor doth hereby and also by the receipt hereunder written admit and acknowledge to have been received) in full and final payment of the ground rent payable in respect of the said Demised Premises for the entire period of the said Principal lease.

2. Save as aforesaid all other terms and conditions contained and recorded in the said Principal Lease shall remain in full force and effect and in as much as the Lessee has made the payment of the entirety of the ground rent payable in respect of the said Demised Premises for the entire period of the said Principal Lease the Lessor shall not exercise the right of re-entry into or upon the said Demised Premises on any account of default clause in payment of the annual rent or howsoever whatsoever.

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THE SCHEDULE ABOVE REFERRED TO

ALL THAT the piece or parcel of land containing by estimation an area of 10 (ten) Bighas 19 (Nineteen) Cottahs 12 (Twelve) Chittacks 14 (Fourteen) Square feet (be the same a little more or less) TOGETHER WITH the various buildings and/or structures, sheds, passages, water ways, sewers, drains, pipes, hereditaments, tenements appurtenant to and comprised in Municipal Premises No. 37, 38 and 38/1 Panditya Road, Kolkata 700 029 in the South Division of the town of Kolkata comprised in Ward No.85 of Kolkata Municipal Corporation within Police Station Lake and butted and bounded in the manner following, that is to say :

ON THE NORTH : By Premises No. 39, Panditya Road, Kolkata.

ON THE SOUTH : By Municipal Surface drain South of the boundry wall of Premises No. 37, 38 & 38/1, Panditya Road, Kolkata.

ON THE EAST : By Municipal Road known as Panditya Road

ON THE WEST : By Premises No. 5/2, 5/4, 5/5, 5/6, 5/7, 5/8 and 5/9, Savak Baidya Street, Calcutta 700 029.

OR HOWSOEVER OTHERWISE the same is butted bounded called known numbered described and distinguished and the situation whereof has been shown and delineated in the map or plan annexed hereto and bordered in RED thereon.

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

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

Tapan Mukherjee.

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

Suryay Gupta

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

yc

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

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

Tapan Mukherjee.

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

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

Y. C. Chatterjee

RECEIVED of and from the withinnamed
LESSEE the withinmentioned sum of
Rs. 99,900/- (Rupees Ninety nine
thousand nine hundred only) being Rs.99,900.00
the entirety of the Ground rent
payable for the entire period of
the said Principal Lease as per
memo below :

MEMO OF CONSIDERATION

By Cheque No. 202155 dated 18/09/03
drawn on Citi Bank in favour of
the Lessee herein. Rs.99,900.00

Total - Rs.99,900.00

(Rupees Ninety nine thousand nine hundred only)

WITNESSES :

Tafan Meekhejo

DATED THIS _____ DAY OF _____ 2004

B E T W E E N

TAPAN MUKHERJEE

A N D

SANJAY GUPTA

A N D

FORT BUILDERS

A G R E E M E N T

R. L. GAGGAR
SOLICITOR & ADVOCATE
6 OLD POST OFFICE STREET
KOLKATA 700 001