



18859

16 OCT 2003

NAME

A. Roy AdN

NO.

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LOREN STANT VERNON  
TALANTA REGISTRATION OFFICE



EW  
12/10/07

**SITE PLAN WITH EXISTING STRUCTURE**  
**AT PRE. NO. 37.38.38/1 PANDITYA ROAD**  
 (SOUTH) 200 029

SCALE 1:1000

REMITTED TO THE TOWN PLANNING  
 DEPARTMENT TO DOCUMENT  
 THE PLAN ATTACHED TO DOCUMENT  
 No. 11622 FOR THE YEAR... 2003  
 OFFICE OF THE R. A. CHAIRMAN

*Company*  
*J. Chandra Mohan*

PANDITYA ROAD  
 LAND AREA: 19X - 1 Ch. 5.97  
 11275 SQ. METERS

SOUTH PANDITYA ROAD  
 LAND AREA: 6.8 X 6.01 = 5.97  
 41320.90 SQ. M.

*Tapani Muthiyar*

*Shyeta*

FOR BUILDERS  
*Shyeta*

SIGNATURE OF OWNER

*17/10/03*

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21819

16/09/03

Rs. 1,00,000/-

*[Handwritten signature]*

Presented for Registration  
at Kolkata Registration Office  
on the 23rd day of Sept 2003  
By Tapan Mukherjee  
ACM, Registrar of Assurances

Tapan Mukherjee

*[Handwritten signature]*  
Tapan Mukherjee

Tapan Mukherjee

Tapan Mukherjee  
Lali Saitanban Naiti  
Mukherjee at 33/2,  
Juggi Pasa Road, Kt-20



(ARUN CHAKRABARTY)  
S/O Shree Bhagwan Gogoi  
232B N.S.C. Bose Road  
Suranganagar, Calcutta-40

Authorized by  
Arun Gogoi  
S/O Bhagwan Gogoi  
232B, N.S.C. Bose  
Road, Kt-40,  
Purandara

Business

*[Handwritten signature]*  
ACM, Registrar of Assurances  
Kolkata

23/9/03



03DD 075524

[ 1A ]

Business residing at No. 33/2 Juggipara Road, Kolkata 700  
028 being the Executor and Administrator De-bonis Non in  
Nath Mukherjee  
respect of the Estate of Late Sailendra / hereinafter  
ferred to as the LESSOR (which term or expression shall

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M. S. GOSWAMI  
SOLICITOR & ADVOCATE  
3RD FLOOR  
100, CHITTOOR STREET  
MADRAS

10/09/03

*OP*

Rs. 1,00,000/-

*Gupta*

SANJAY GUPTA

Sanjay Gupta of  
Law-Laxman Prasad  
Gupta at 2/1A, Bussan  
Road, No 22, Sanjay  
Gupta as partner  
First Builders office  
at 7/1A, Hazra Road,  
No-20.

FIRST BUILDERS

*Gupta*  
Partners

SANJAY GUPTA

15/10/03

As an broker of  
Bhagwan Prasad

232 B. N. S. Rd.  
MADRAS, Registrar of Assurances  
Kolkata

No. 4940  
Bussan

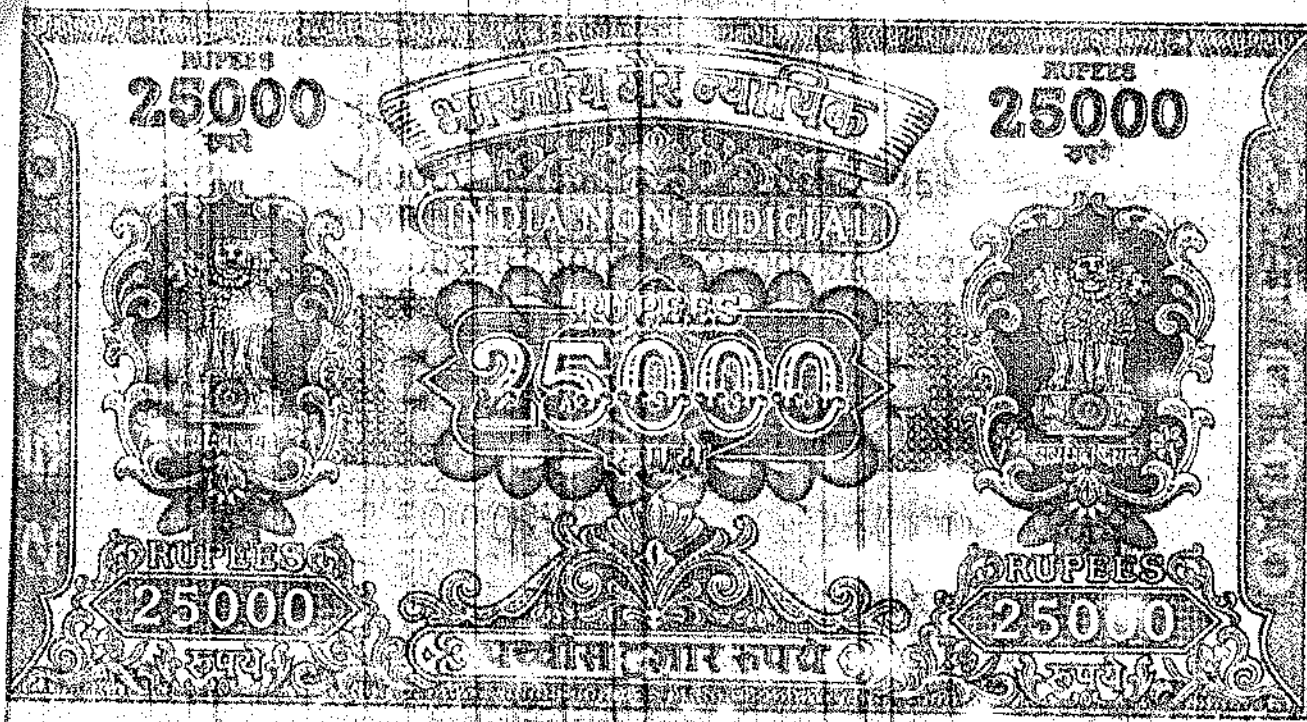
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(ARUN GUPTA)  
S/o Shree Anand Kumar Guptar  
232A B. N. S. Rd.  
Surampukur, Kolkata  
Business

REGISTRAR OF ASSURANCES  
Kolkata



0300 075525

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road  
Madwar  
jay  
Vice  
Road  
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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

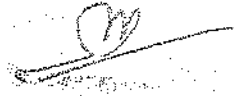
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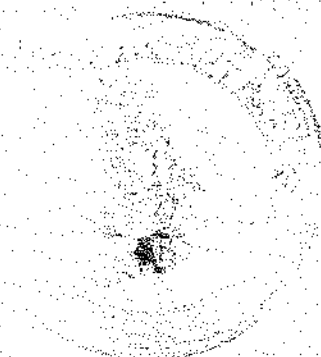
B. L. GAJGAR  
SOLICITOR & ADVOCATE  
3RD. FLOOR,  
A. OLD POST OFFICE STREET  
CALCUTTA-700001

10/09/53  
1,00,000/-



Sl. No.      Sign  
                 Exec  
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*Taban Muzumdar*



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Registrar of Assurances  
Kolkata

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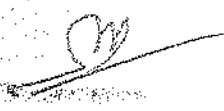
SANJAY GUPTA son of Late Laxman Prasad Gupta residing at No. 2/1A Burdwan Road, 6th floor, Alipore, Kolkata 700 027 hereinafter referred to as the CONFIRMING PARTY (which term or expression shall unless excluded by or repugnant to the

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**H. L. GAUGAR**  
**SOLICITOR & ADVOCATE**  
3RD. FLOOR,  
8, OLD POST OFFICE STREET  
CALCUTTA-700001

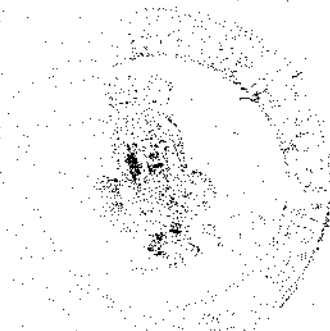
10/09/2013



₹ 1,00,000/-

Sl. No.	Signature Execut Preser
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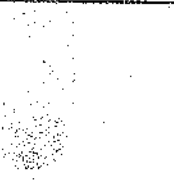











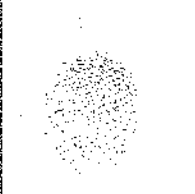



*Tapan Mukherjee*



*[Signature]*  
Asst. Registrar of Assurances,  
Kolkata

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SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the Executants/ Presentants							
	<i>Jaafar M. Khayyat</i>							
		Little	Ring	Middle	Fore	Thumb		
		(Left Hand)						
								
		Thumb	Fore	Middle	Ring	Little		
		(Right Hand)						
	FORT BUILDERS <i>Asyifa</i> PARTNER							
		Little	Ring	Middle	Fore	Thumb		
		(Left Hand)						
								
		Thumb	Fore	Middle	Ring	Little		
		(Right Hand)						
		Little	Ring	Middle	Fore	Thumb		
		(Left Hand)						
		Thumb	Fore	Middle	Ring	Little		
		(Right Hand)						



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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 :

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WHEREAS:

- A) One Manascan Mackertich and Frank Earnest Bushby during their lifetime were absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the Municipal Premises No. 37, 38 and 38/1 Panditya Road, Kolkata 700 029 containing by admeasurement an area of 10 Bighas 19 Cottahs 12 Chittacks 14 Sq.ft. (be the same a little more or less) TOGETHER WITH the various buildings and/or structures situated and standing thereon (more fully and particularly mentioned and described in the SCHEDULE hereunder written and hereinafter for the sake of brevity referred to as the said ENTIRE PROPERTY).
- B) By an Indenture of lease dated 22nd December 1913 the said M Mackertich and Frank Earnest Bushby granted a Lease in respect of ALL THAT the part or portion of the said Entire Property containing by admeasurement an area of 7 (Seven) Bighas 19 (Nineteen) Cottahs 5 (Five) Chittacks and 9 (Nine) Sq.ft. for a period of 50 years TOGETHER WITH all buildings and/or structures situated and standing thereon to Frank Earnest Bushby, M Geoffrey Berring Page and William Shenton all them carrying on business in co-partnership under the name and style of STELIART & COMPANY.
- C) By another Indenture of lease dated 31st January 1919 the said M Mackertich and Frank Earnest Bushby granted

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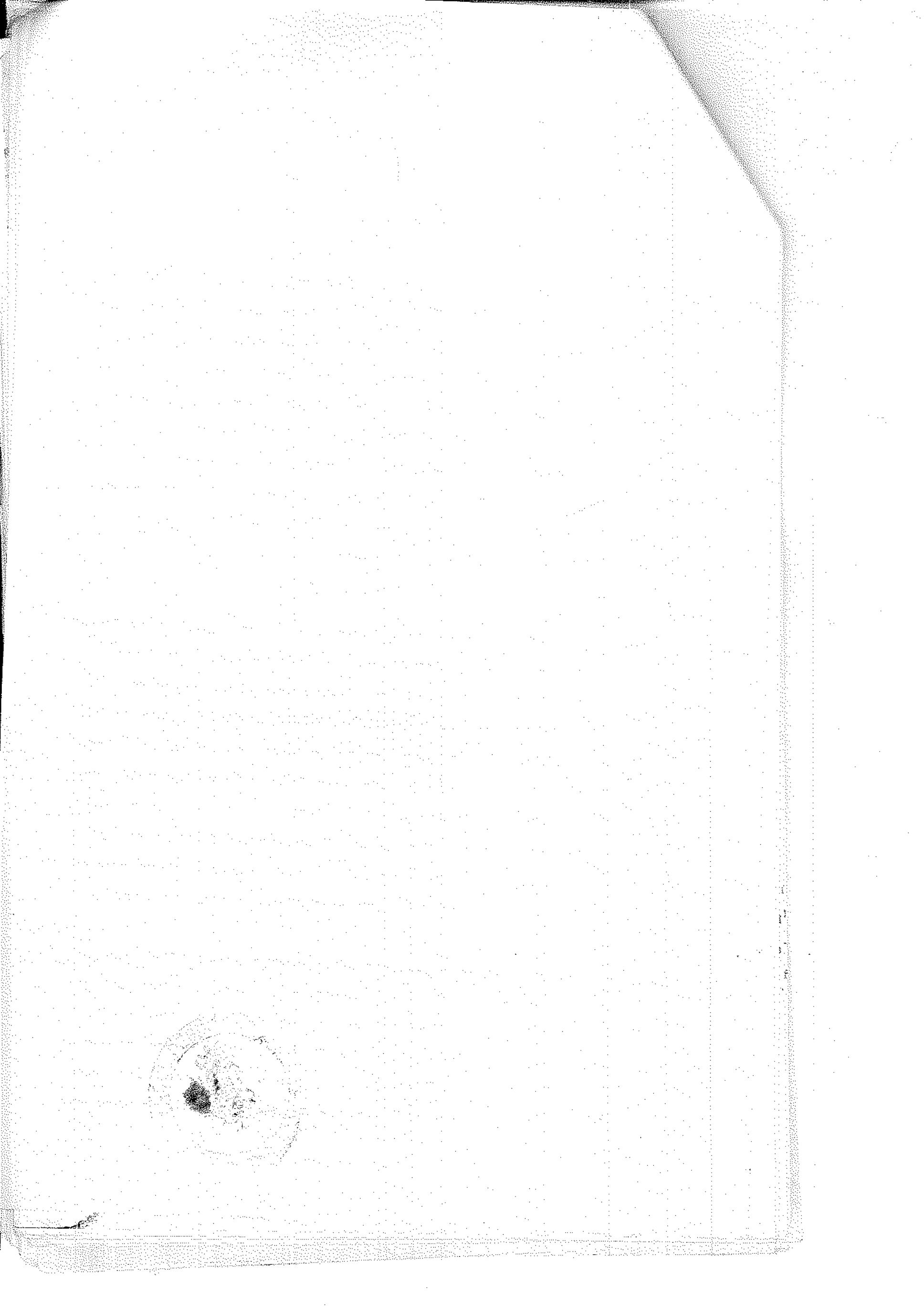


a Lease in respect of ALL THAT the remaining part or portion of the said Entire Property containing by admeasurement an area of 3 (Three) Bighas 7 (Seven) Chittacks and 5 (Five) Sq. ft. (be the same a little more or less) for a period of 46 years and 3 months TOGETHER WITH all buildings and/or structures situated and standing thereon to the said Frank Earnest Bushby, M. Geoffrey Berring Page and William Shenton all carrying on business in co-partnership under the name and style of Steuart & Company.

D) The said Frank Earnest Bushby, M. Geoffrey Berring Page and William Shenton by an agreement dated 17th December 1919 transferred all the assets and liabilities of the said Firm namely STEUART & COMPANY including the rights in respect of the leasehold interest into or upon and/or in respect of the said Entire Property unto and in favour of Steuart & Company Limited and the said Lessors namely M Mackertich and Frank Bushby accepted the said Steuart & Co Ltd as its Lessee and continued to receive rent from the said Steuart & Co Limited.

E) By a registered Deed of Conveyance dated 17th day of February, 1920 duly registered at the office of the Registrar of Assurances at Calcutta in Book No. 1 Volume No. 23 Pages 87 to 93 Being No. 976 for the year 1920 the said Frank Bushby sold transferred and conveyed all his right title and interest into or upon the

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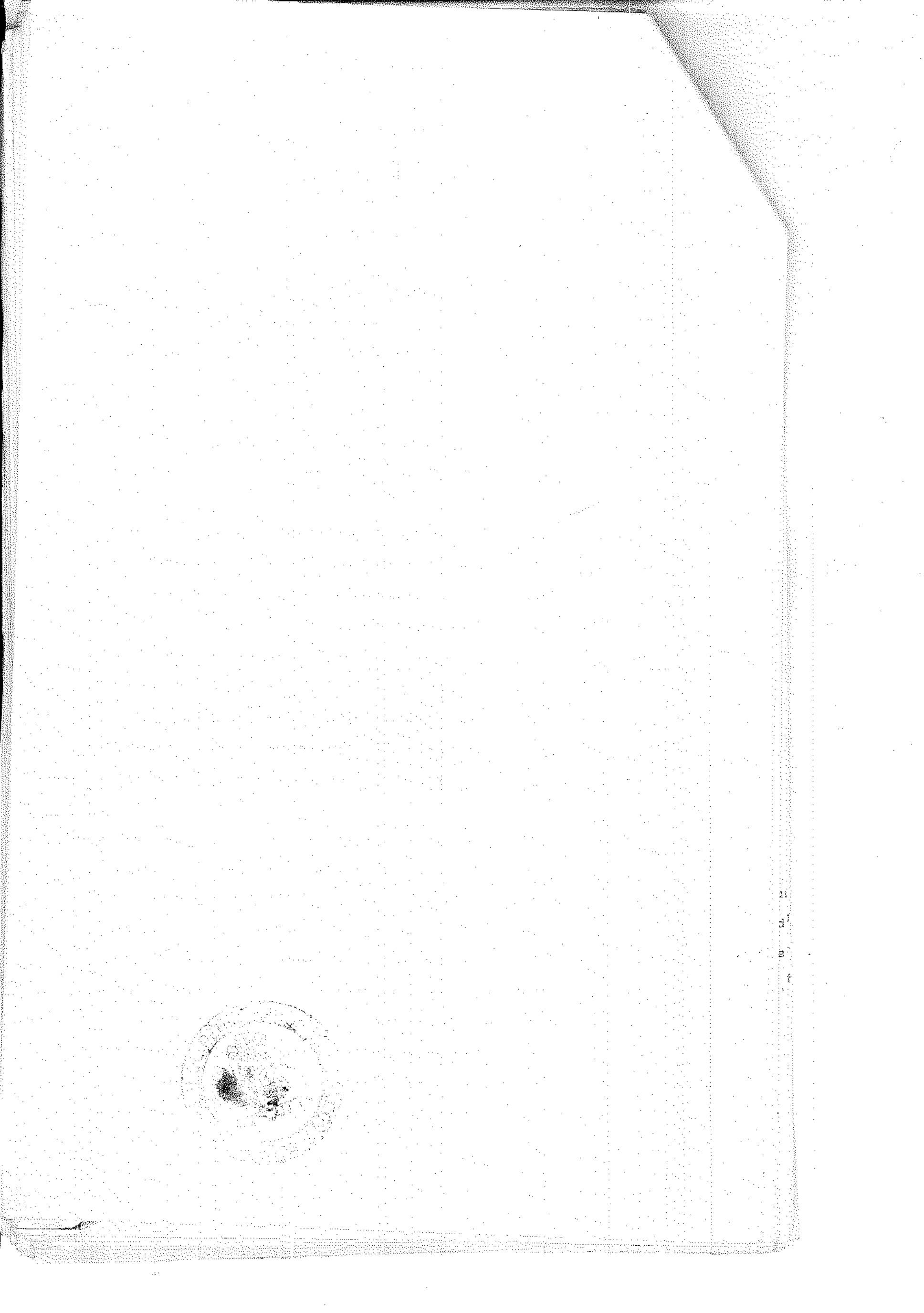
said Entire Property unto and in favour of Manascan Mackertich for the consideration and on the terms and conditions contained and recorded in the said Indenture of Conveyance.

F) The said Manascan Mackertich thus became the absolute Owner of the said ENTIRE PROPERTY.

G) Upon the demise of the said M Mackertich his son Constantine Mackertich being the only heir inherited the said entire property belonging to his father and the said Constantine Mackertich thus became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the entirety of the said Entire Property TOGETHER WITH the buildings and/or structures situated and standing thereon SUBJECT HOWEVER to the right of the said Steuart & Co Limited.

H) The said Constantine Mackertich instituted two suits before the Learned Second Subordinate Judge at Alipore being Title Suit No. 30 and 31 of 1953 for eviction of the said Steuart & Co Ltd and the said two suits were decreed by the Ld. Second Subordinate Judge on 15th September 1955. The said Steuart & Co Ltd preferred an appeal to the Hon'ble High Court at Calcutta which was partly allowed. Subsequently the Hon'ble High Court at Calcutta granted a certificate to the said C Mackertich to prefer an appeal to the Hon'ble Supreme Court and

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pursuant to the said leave an appeal was preferred to the Hon'ble Supreme Court and the said appeal was allowed on 14th October 1969 and the judgement and decree of the Hon'ble High Court at Calcutta was set aside and that of the Second Subordinate Judge at Alipore was restored and confirmed.

I) The said Steuart & Co Limited filed two suits being Title Suits No.121 and 122 of 1969 claiming ownership of and/or in respect of the structures situated and standing on the said Entire Property. Both the said suits were dismissed ultimately by the Hon'ble High Court at Calcutta in Second Appeal No. 616 and 617 of 1982 thereby confirming the ownership of and/or in respect of the structures situated and standing on the said Entire Property to belong to the said Constantine Mackertich. The decrees respectively passed in the said two suits were put into execution in the year 1981.

J) The said C Mackertich died testate on 5th February 1975 after having made and published his Last Will and Testament dated 11th October 1974 whereby and whereunder he had appointed Sailendra Nath Mukherjee (since deceased) as the sole executor and trustee and also the residuary legatee in respect of the Estate of Late C Mackertich which includes the said Entire Property being Municipal Premises No. 38 and 38/1 Panditya Road, Kolkata-700 029.

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- K) In pursuance of an application having been filed in the Hon'ble High Court, Calcutta in its testamentary and intestate jurisdiction probate in respect of the Last Will and Testament dated 11th October 1974 of the said Constantine Mackertich was granted in favour of the said Sailendra Nath Mukherjee.
- L) The estate of the said Constantine Mackertich was fully administered and in terms of the said Last Will and Testament dated 11th October, 1974 the said Sailendra Nath Mukherjee thus became the absolute owner of the entirety of the said Entire Property.
- M) By a registered Agreement dated 30th August 1985 duly registered at the office of the Registrar of Assurance at Calcutta in Book No.1 Volume No.279 Pages 101 to 132 being No. 12566 for the year 1985 the said Sailendra Nath Mukherjee agreed to sell and transfer the entirety of the said Entire Property unto and in favour of Sanjoy Gupta (the Confirming Party herein) or to his nominee or nominees at a price of Rs.30,000/- per Cottans TOGETHER WITH all buildings and/or structures situated and standing thereon free from all encumbrances charges liens dispendens acquisitions, requisitions, trusts mortgages attachments and easements whatsoever or howsoever nature.
- N) By and under the said Agreement for Sale it was inter-alia agreed by and between the said Sailendra Nath Mukherjee and the said Sanjoy Gupta (the Confirming

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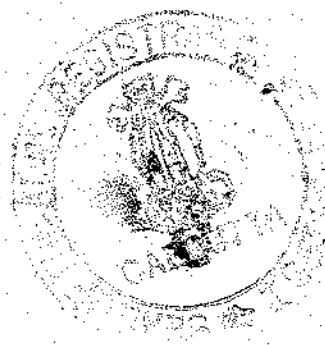




Party herein) that the said Sanjoy Gupta (the Confirming Party herein) shall be entitled to obtain the Deed of Conveyance and/or transfer upon receiving the vacant possession of any part or portion of the said entire property either by a single Deed of Conveyance or by several Deeds or transfers.

- D) The Appropriate Authority under the Income Tax Act, 1961 by an order dated 26th February 1993 was pleased to issue no objection certificate with regard to sale and transfer of the entirety of the said Entire property unto and in favour of the Confirming Party herein or his nominee and/or nominees.
- P) The said Sailendra Nath Mukherjee died testate on or about 7th September 1993 after having made and published his Last Will and Testament dated 2nd February 1982 whereby and whereunder Tapan Mukherjee (the Lessor herein) was appointed as the Executor and by and under the said Will, the said Sailendra Nath Mukherjee gave bequeathed and devised the said Property absolutely and for ever in favour of his son the said Tapan Mukherjee.
- Q) On an application for grant of probate having been made by the Lessor herein in the Hon'ble High Court, Calcutta in its testamentary and intestate jurisdiction being Matter No. 131 of 1994 probate in respect of the said Last Will and Testament dated 2nd February 1982 was granted by an order dated 23rd September 1993 and the Lessor herein was appointed as administrator de-bonis non and substituted in all legal proceedings pending

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before various courts including the Hon'ble High Court at Calcutta and also the Hon'ble Supreme Court of India.

R) The Lessor herein being the sole legatee and administrator de-bonis non is under an obligation to fulfill the commitments of the said Late Sailendra Nath Mukherjee for transfer of the Entirety of the property unto and in favour of the Confirming Party herein or his nominee and/or nominees and at the request of the Confirming Party the Lessor in supercession of any agreement, understanding or Deed has agreed to grant lease in favour of the Lessee for a period of 999 years at and for the consideration and on the terms and conditions hereinafter appearing.

NOW THIS DEED WITNESSETH as follows :

I. THAT in consideration of the said Agreement dated 30th August 1985 AND in further Premium and/or ~~consideration~~ <sup>tu</sup> of a sum of Rs.65,61,833/- (Rupees Sixty five lacs eighty one thousand eight hundred thirty three only) of the lawful money of the Union of India well and truly paid by the Lessee to the Lessor and/or through the Confirming Party as and by way of premium and/or salami (the receipt whereof the Lessor doth hereby and also by the receipt hereunder written admit and acknowledge to have been received) AND in further consideration of the covenants conditions and stipulations herein contained and on the part of the Lessee to be performed and observed AND in further consideration of the

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yearly rent herein reserved AND in further consideration of the Lessee making payment of the sum of Rs. 28,888/- being the present amount payable on account of the municipal rates taxes and other outgoings per year payable in respect of the said ENTIRE PROPERTY and SUBJECT TO the Lessee paying performing and observing the terms covenants conditions stipulations herein contained and on the part of the Lessee to be paid performed and observed the Lessor with the consent and concurrence of the Confirming Party doth hereby grant and demise unto and in favour of the Lessee herein ALL THAT the Municipal Premises No. 37, 38 and 38/1 Panditya Road, Kolkata 700 029 (more fully and particularly mentioned and described in the SCHEDULE hereunder written and hereinafter for the sake of brevity referred to as the ENTIRE PROPERTY and/or the said DEMISED PREMISES) TOGETHER WITH ALL structures and/or buildings situated and standing thereon including the building and/or buildings to be constructed erected and completed thereon AND TOGETHER WITH the right and liberty to the Lessee of way at all times and for all purposes with or without horse, cars or other vehicles to go return pass or re-pass over or upon all passages and pathways and also of conveying by sewers, pipes for filtered and unfiltered water and gas and of laying electric, telephone, telex cables under over or upon the same AND TOGETHER WITH all easements, rights, liberties and privileges enjoying therewith and also the right to construct or cause to be constructed any new building or buildings at the cost and expenses of the Lessee in accordance with the plan to be sanctioned in the name of the Lessor/ Lessee by the

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Kolkata Municipal Corporation TO HAVE AND TO HOLD the said ENTIRE PROPERTY unto and to the Lessee for a period of 999 years commencing from 1st September, 2003 YIELDING AND PAYING unto the Lessor a yearly rent of Rs.100/- (Rupee One hundred) only payable on or before the 30th day of September, 2003 and every year following the year for which the same shall become due and payable without any abatement or deduction whatsoever or howsoever.

II. AND THE LESSEE to the intent and objects that the obligations may continue throughout the terms hereby demised, granted hereby agree and covenant with the Lessor as follows :

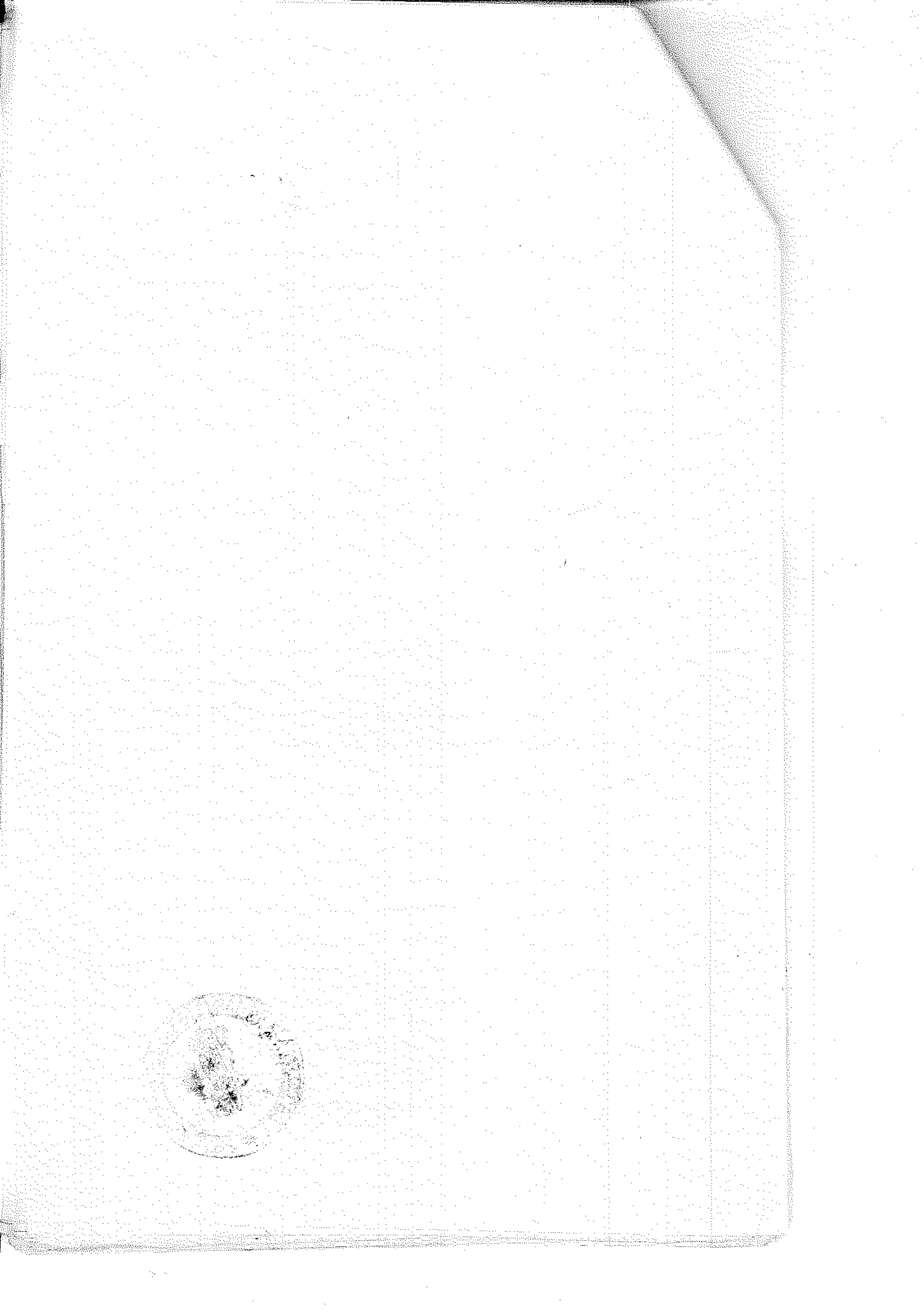
i) To pay the yearly rent hereby reserved without any abatement and/or deduction whatsoever or howsoever. Such rent may be paid in the manner as stated above or at a time covering the entire period of 999 years at the absolute discretion of the Lessee.

ii) The Lessee shall be entitled and is hereby authorised to demolish the existing buildings and structures and at its own costs and expenses to construct erect and complete and/or reconstruct and/or rebuilding new building and/or buildings in accordance with the plan to be sanctioned by Kolkata Municipal Corporation and also make additions and/or alterations thereto from time to time as may be required.

iii) The Lessee shall be entitled to and is hereby authorised to prepare and submit a building plan for construction of New Building/ Buildings in the name of the

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Lessor and/or Lessee and to obtain all permissions, approvals and sanctions as may be necessary or be required and to sign and execute all such plans and applications and in any event the Lessor agrees to sign such map or plan and all application at the cost of the Lessee as may be required by the Lessee from time to time.

iv) The Lessee shall have full liberty and unfettered right to dismantle and demolish the existing walls and other constructions, now standing on the said Entire Property or any part or portion thereof and to sell, remove, dispose of and/or otherwise deal with the dismantled materials to be obtained on such demolition and the Lessor shall not be entitled to claim and/or demand the same or any part or portion or any value or compensation therefor.

v) The lessee shall be entitled to and is hereby authorized to carry out all additions, alterations and/or repairs and/or improvement at its own cost into or upon the said Entire Property or the new building or buildings to be constructed thereon for which no further consent of the Lessor would be necessary and/or required and this Deed of lease by itself is and shall be treated as the consent of the Lessor.

vi) The Lessee shall pay all taxes which may be payable subsequent to the commencement of Lease such as Municipal taxes and other outgoings on the land & building including the new building or buildings to be constructed on the said Entire Property and all other

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taxes which may hereafter be levied by any authority whatsoever as payable in respect of the said land & building thereon by the Lessor or lessee or the Occupiers thereof.

vii) The Lessee shall pay all costs charges and expenses of the preparation and stamping, execution and registration of this Lease deed the original of this Lease deed shall after registration remain in the custody of the Lessee and the duplicate thereof with the Lessor and each party shall bear and pay the costs of their respective lawyers.

viii) The Lessee shall be entitled to use the said Entire Property including the New Building and/or Buildings to be constructed thereon for lawful purposes whether residential, commercial or otherwise.

ix) On the expiration to yield and deliver peaceful possession of the Entire Property together with and subject to the then existing tenants and/or Sub-lessees as the case may be.

III. AND THE LESSOR do hereby covenant with the Lessee as follows :

i) The Lessee shall be entitled to assign and/or transfer the leasehold right or interest into or upon the said Entire Property or any part or portion thereof or any

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new building and/or buildings to be constructed thereon or any part thereof for which no further consent of the Lessor shall be required and this Deed of Lease by itself is and shall be treated as the consent.

ii) The Lessee shall be entitled to Sub-lease, mortgage and/or create charge over and in respect of the said Entire Property and/or the leasehold interest and/or any part or portion thereof including the new building and/or buildings to be constructed thereon.

iii) The Lessor shall not exercise the right of re-entry into or upon the said Entire Property or any part or portion thereof or in respect of the new building and/or buildings to be constructed thereon excepting for non payment of the yearly rent herein reserved.

IV. PROVIDED HOWEVER and it is hereby further expressly agreed and declared by and between the parties hereto as follows :

i) In the event of the said Entire Property or any part or portion thereof or the new building or buildings to be constructed thereon being requisitioned and/or acquisitioned by any Government or any agency thereunder or Military authorities or any other authorities competent in that behalf this Deed of Lease shall not be determined and/or terminated and the Lessee shall continue to pay the rent hereby reserved but the Lessee

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will be entitled to all compensation money that may be paid and/or payable by the requisitioning and/or acquisition authority for such requisition and/or acquisition.

ii) In the event of the said Entire Property and/or any part or portion thereof and/or the new building or buildings to be constructed thereon being acquired by the Government of India or the State Government or any local authority under any Act for the time being in force this demise shall determine at the option of the Lessee from the date when the possession of the Entire Property thereon shall be actually and physically taken by the acquiring authorities and the Lessee herein shall be entitled to the whole of the compensation money for the buildings and structures and loss of leasehold right.

iii) The Lessor and all persons having lawfully or equitably claiming any estate right title or interest whatsoever or howsoever into or upon the said Entire Property or any part thereof including the new building or buildings to be constructed thereon shall and will from time to time and at all times hereafter upon reasonable request and at the cost and expenses of the Lessee, unless prevented by fire, theft, burglary, mob violence, enemy operation or some other inevitable accident or circumstances beyond their control or power produce or cause to be produced unto the Lessee or its

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attorney or attorneys or agent or agents or such other persons as the Lessee shall direct or appoint at any trial hearing examination or commission or otherwise as occasion shall require the original title deeds in respect of the said Demised Premises and will also at the like request and cost of the Lessee deliver or cause to be delivered unto the Lessee or its attorney or attorneys or agent or agents or such other person or persons as aforesaid the true attested or other copy of and from the same as the Lessee or such other person or persons as aforesaid may require and shall and will in the meantime unless prevented as aforesaid keep the same cared undefaced whole unobliterated and uncanceled.

iv) Any notice intended to be served on the Lessee shall be deemed to be duly served on it if sent by registered post with acknowledgement due to the address of the lessee mentioned herein or to such other place as the Lessee may from time to time by notice in writing to the Lessor notify as the address for service and until such notification it shall be deemed to be duly served if sent by registered post with acknowledgement due at the aforesaid address and similarly any notice intended to be served on the Lessor shall be deemed to be served on him if sent by registered post with acknowledgement due at his aforesaid address or at such other place as the Lessor from time to time may notify in writing.

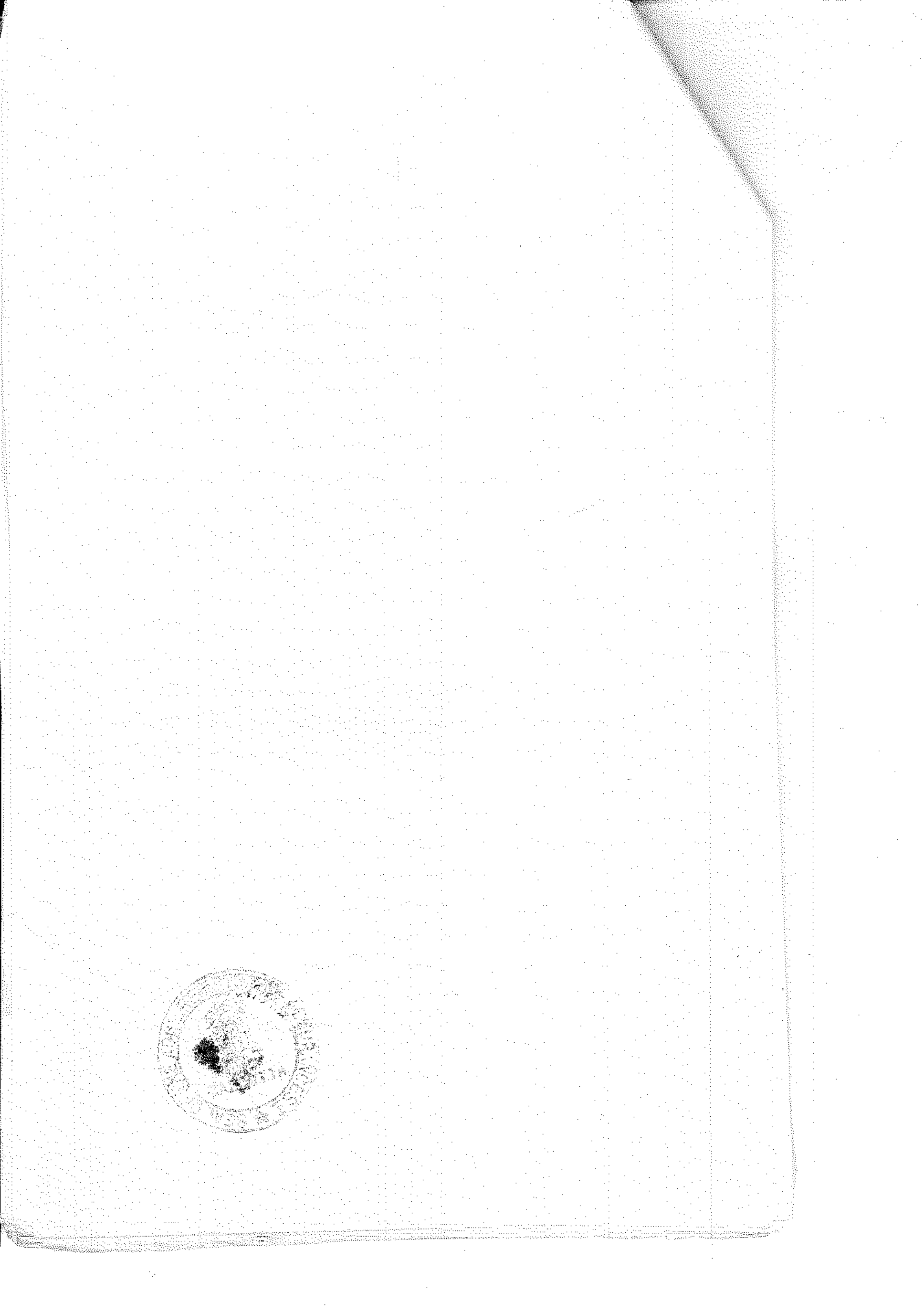
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V. AND IT IS HEREBY FURTHER AGREED by and between the parties hereto as follows :

- i) That the Lessor shall not sell transfer convey nor create interest of a third party into or upon the said Entire Property or new building or buildings to be constructed thereat or any part or portion thereof without the consent in writing, of the Lessee and in the event of the Lessor deciding to sell and transfer the reversionary interest in respect of the said Entire Property it shall first offer the same to the Lessee at a price to be determined by the arbitrator and if upon such consideration amount being determined by the Arbitrator if the Lessee shall fail to exercise the option of acquiring the reversionary interest within a period of thirty days from such determination then and in that event the Lessor shall be entitled to sell the reversionary interest in respect of the said Entire Property in favour of any other person and/or persons.
- ii) All the municipal rates taxes and other outgoings payable to Kolkata Municipal Corporation and other authorities including electricity charges payable by the Lessor in respect of the said Entire Property prior to the date of execution of this Deed of Lease shall be paid borne and discharged by the Lessor and the Lessor has agreed to make payment of the same forthwith and shall keep the Lessee and its successor

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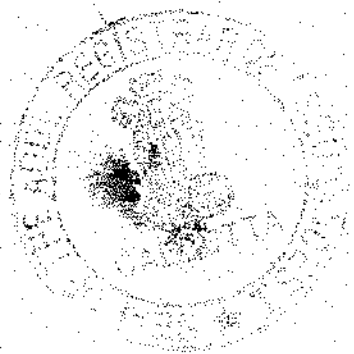


and/or successors in interest and assigns saved harmless and fully indemnified from all costs charges claims actions suits and proceedings.

VI. All disputes and differences between the parties hereto in any way touching or concerning the said Entire Property or any part or portion thereof or in any way touching or concerning these presents and/or the rights and liabilities of any of the parties hereto shall be referred under the Arbitration and Conciliation Act, 1996 or any statutory modification or enactment thereto for the time being in force.

- i) The Arbitrator shall have summary powers.
- ii) The Arbitrator shall be entitled to lay down his own procedure.
- iii) It would not be obligatory on the part of the Arbitrator to give a speaking and/or reasoned award.
- iv) It shall not be obligatory on the part of the Arbitrator to follow the principles laid down in the Indian Evidence Act.
- v) The parties hereto assure and covenant with each other that they have full trust and faith in the arbitrator and agree to abide by all his decisions and/or award.

*JMM*



THE SCHEDULE ABOVE REFERRED TO

(THE SAID ENTIRE PROPERTY)

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. 65 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 boundary wall of Premises No. 37, 38 & 38/1, Panditya Road, Kolkata.

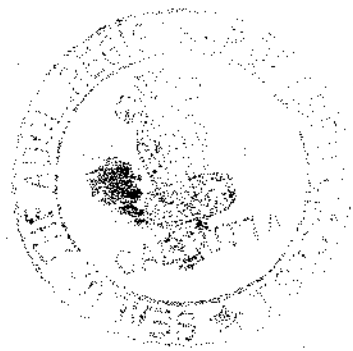
ON THE EAST : By Municipal Road known as Panditya Road

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.

*Tm*





IN WITNESS WHEREOF the parties hereto have hereunto 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

*Jagan Meherji*

presence of :

*Col. [Signature]*  
*6.08 [Signature] &*  
*Kolkata 7.00.01.*

*[Signature]*  
*(Sub-Commissioner)*  
*6.08 [Signature] &*  
*Kolkata*

SIGNED AND DELIVERED BY THE CONFIRMING PARTY at Kolkata

*[Signature]*  
*(SANJAY GUPTA)*

in the presence of

*Col. [Signature]*

*[Signature]*  
*(Sub-Commissioner)*

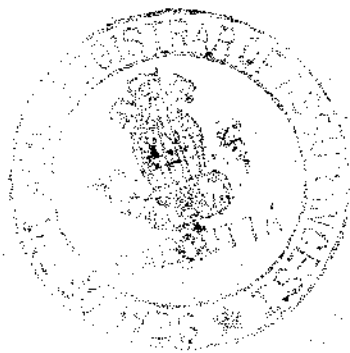
SIGNED AND DELIVERED BY THE LESSEE at Kolkata in the

FORT BUILDERS  
*[Signature]*  
*(SANJAY GUPTA)*

presence of :

*Col. [Signature]*

*[Signature]*  
*(Sub-Commissioner)*



RECEIVED of and from the withinnamed Lessee and/or through the Confirming Party the withinmentioned sum of Rs.65,81,833/- (Rupees Sixty five lacs eighty one thousand eight hundred thirty three only) being the Premium and/or Consideration amount payable under these presents as per memo below :

Rs.65,81,833.00

MEMO OF CONSIDERATION

Date	Cheque No.	Bank	Amount
31.07.85	763113	United Bank of India	1,00,000.00
26.08.85	763115	United Bank of India	3,00,000.00
25.06.94	553301	ANZ Grindlays Bank	2,00,000.00
24.06.96	659158	ANZ Grindlays Bank	5,00,000.00
13.12.96	684782	ANZ Grindlays Bank	7,00,000.00
14.01.97	684605	ANZ Grindlays Bank	1,37,500.00
14.08.03	233872	Citi Bank	25,00,000.00
12.09.03	202153	Citi Bank	21,44,333.00
		Total	65,81,833.00

(Rupees Sixty five lacs eighty one thousand eight hundred thirty three only)

WITNESSES :

*(Signature)*

*Tapan Mesthry*

*(Signature)*

DRAFTED AND PREPARED in my Office

*(Signature)*  
R. L. GAGGAR  
SOLICITOR & ADVOCATE  
HIGH COURT, CALCUTTA



DATED THIS 18<sup>th</sup> DAY OF September 2003

BETWEEN  
TAPAN MUKHERJEE  
AND  
SANJAY GUPTA  
AND  
FORT BUILDERS

Adl. Registrar of Assurances  
Kolkata

DEED OF LEASE

Certified to be a True Copy



*[Signature]*  
Registrar of Assurances  
Kolkata

*[Signature]*  
Adl. Registrar of Assurances  
Kolkata

12/10/03

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

*[Signature]*  
12/10/03