

**01.01.02 - Sub Lease Deed between West Bengal Electronics Industry Development Corp & GECIS (Plot No DP 6, Block DP, Sector V of Bidhan Nagar, in the district of North 24 Paraganas)**

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**Version Control**

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0.2	06-Jul-2005	Original	<b>Sourcing (Infrastructure)</b> Sunil Kumar RL	06-Jul-2095

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5:10 P.m.  
28.10.05

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**SUB-LEASE DEED FOR LAND**

THIS INDENTURE MADE this 28 day of October Two Thousand  
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35 ANVI 34

**WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT CORPORATION LIMITED** incorporated under the Companies Act, 1956 having its Registered Office at Webel Bhaban, Block - EP & GP, Salt Lake, Sector - V, Bidhannagar, Kolkata - 700 091 hereinafter called the "**SUB-LESSOR**" (which expression unless excluded by or repugnant to the context shall include its successors, administrators and assigns) of the **ONE PART**;

Emailed to you with final price by 28/10/05  
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9767#

**SHEKHAR B. SARAF, ADVOCATE**

4th Floor, 6, Old Post Office

Street, Kolkata-700 001

Phone No: 2220-7295

2213-7064

NAME.....

ADD/ADV.....

RS.....

24 OCT 2005

**SURANJAN MUKHERJEE**

Licensed Stamp Vendor

C. G. Court

A. E. S. Bay Road, Calcutta

5:20 P.M.  
28 Oct 05

Subrata Mazumdar

one of the Exec.

For West Bengal Electronics Industry  
Development Corporation Limited

Subrata Mazumdar  
General Manager (ID&IS)

REGISTRAR OF INSTRUMENTS

28/10/05

Subrata Mazumdar as  
General Manager (ID&IS) for  
West Bengal Electronics Industry  
Development Corporation Limited  
having its Regd. office at West Bengal  
Bhuban, Block B.P.E B.P. Saha Road,  
Sector - V, Bidhannagar, Kolkata-91

B. Ganguly as Authorized  
Signatory for GE Capital Inter-  
national Services having its  
Regd. office at AFACS Building  
L, Rafi Marg, New Delhi -  
110001

For GE CAPITAL INTERNATIONAL SERVICES

Authorized Signatory

S.I./T.I. is dispensed with

AKA

Identified by

G.N. Jajodia  
Advocate

High Court, Calcutta

28/10/2005

G.N. Jajodia  
Advocate

High Court, Calcutta

28/10/2005

REGISTRAR OF INSTRUMENTS  
28/10/05

**M/s GE CAPITAL INTERNATIONAL SERVICES** a private company incorporated under the Companies Act, 1956 with unlimited liability having its Registered Office at AIFACS BUILDING, 1, RAFI MARG, NEW DELHI-110001, hereinafter referred to as the "**SUB-LESSEE**" (which expression unless excluded by or repugnant to the context shall include its successors, administrators and assigns) of the **OTHER PART** :

**WHEREAS** by a Deed of Lease (hereinafter referred to as the "Original Lease") dated 12<sup>th</sup> February, 1996 the Governor of the State of West Bengal herein referred to as the Lessor has granted a Lease for a period of 999 years of 181.5092 cottahs more or less of the Plot no. 6 in Block DP, Sector - V, Bidhannagar, Salt Lake in the District of 24 Paraganas (North) within the Police Station in Bidhannagar (East), Registration office Bidhannagar (Salt Lake) butted and bounded on the North DP 2 & 3, on the South Type II Road, on the East Plot no. DP - 4, on the West Plot no. DP 1 to the Sub-Lessor on terms and conditions contained herein and detailed in the First schedule hereunder written and the said Original Deed of Lease was registered at the office of the Addl. Dist Sub-registrar, Bidhannagar, Salt Lake in the year 1996 (vide Deed no. 496 of 1996).

**AND WHEREAS** the Sub-lessor obtained a lease of the said land with the object of developing the said demised land for setting up Electronics Industry thereat on terms and conditions contained in the Letter of Allotment of Industrial Plot in Salt Lake Complex fully detailed in the Schedule hereunder written and that the said terms and conditions of the Letter of Allotment shall be adhered to by the Allottee.

**AND WHEREAS** the main object of the said lease in favour of the Sub-Lessor is to develop the leasehold area as IT / ITES Industry only.

**AND WHEREAS** under the original lease the Sub-Lessor has been authorised to sub-divide and sub-let the demised land for the purpose of setting up of different units of Electronics Industry only and it has been enjoined upon the Sub-Lessor not to allow the said demised land/or any structure constructed thereon to be used for any purpose other than for setting up of Electronics Industry.

**AND WHEREAS** the Sub-lessor is also obtained lease of the said demised land of the original lease with the object of developing the same as for electronics industry only.

**AND WHEREAS** the Sub-lessor has at its own cost developed the land demised under the original lease by filling and leveling of the land, construction of roads, sewerage system, and has at considerable cost made the said demised land suitable for setting up of electronics / IT unit.

**AND WHEREAS** the Sub-Lessee has applied to the Sub-Lessor for sub-lease for a term of 90 years of the plots in the said IT / ITES Industry fully described in the 3rd schedule hereunder written for the exclusive purpose of setting up IT / ITES and for no other purpose.

**AND WHEREAS** the Sub-lessee has given written undertaking to the Sub-Lessor that the said plot described in the 3rd schedule hereof will not be used by the Sub-Lessee for residential purpose or any commercial establishment or any factory or workshop or for any purposes other than for manufacturing of IT/ITES/ Electronics items.

**AND WHEREAS** the Sub-Lessee has accepted to set up for setting up Information Technology/ Information Technology Enable Services in the said letter of undertaking and has agreed to confine the industrial unit to be set up on the said plot of land within the said limit.

**AND WHEREAS** the said letter Undertaking is treated as part of this deed of lease and has been annexed herewith.

**AND WHEREAS** the Sub-Lessor on the faith of the aforesaid undertaking of the Sub-Lessee has agreed to grant a Sub-lease of the plot of land marked red as per Site Plan annexed herewith fully described in the schedule hereunder written in favour of the Sub-Lessee for a term of 90 (Ninety) years upon receipt of premium of Rs. 1,11,00,563.00 (Rupees One crore and eleven lakhs five hundred sixty three only) and the ground rent hereby reserved on the terms and conditions hereinafter appeared.

**AND WHEREAS** by the Letter of Allotment the sub-Lessor has agreed to grant to the Sub-Lessee and Sub-Lessee has agreed to accept a Sub-Lease (hereinafter referred to as Lease) for 90(Ninety) years w.e.f. 6<sup>th</sup> May, 2005 of 181.5092 cottahs or 3 acres of the said demised land and fully described in the 3rd schedule hereunder written for the purpose of setting up software development centre / electronics industry and for no other purpose on payment of premium of Rs. 1,11,00,563.00 (Rupees One crore and eleven lakhs five

hundred sixty three only) and the ground rent hereby reserved and on terms and conditions hereinafter appearing:

**NOW THIS INDENTURE WITNESSTH AS follows :**

1. In consideration of the purpose for which the demised premises hereinafter referred to and mentioned in the 3rd schedule hereunder written is required by the Sub-Lessee and in consideration of the premium of the sum of Rs. 1,11,00, 563.00 (Rupees One crore and eleven lakhs five hundred sixty three only) and of the ground rent and the Sub-Lessee's covenants hereinafter reserved the Sub-Lessor doth hereby grant demise unto the Sub-Lessee land hereditaments marked red as per Site Plan annexed herewith more particularly mentioned in the 3rd Schedule hereunder TO HOLD the said land for a period of 90 (ninety) years YIELDING AND PAYING therefore an annual rent @ 1/4% of premium subject to revision every 10 years and the Sub-Lessee shall also pay annual service charges regularly as determined by the Sub-Lessor.

2. The Sub-Lessee to the intent the obligations and covenants on the part of the Sub-Lessee to be observed and performed shall continue throughout the said period of demised agreed and covenants with the Sub-Lessor as follows:

- (i) To pay the annual rent regularly and punctually without any delay or any default and without abatement or deductions on or before the 1st 90 days of the year in question for which such rent shall be payable. Furthermore the lease may be terminated and the right of re-entry into the property and re-possess the same as its former Estate exercised by the Sub-Lessor at its option if and whenever any part of the rent shall be at any time in arrear for 21 days without prejudice to the right of the Sub-Lessor to recover all arrears of rent and any damages for breach of such condition or covenants and the Sub-Lessee shall yield up and deliver peaceful vacant possession of the premises together all improvements, if any, done thereto.
- (ii) To pay, discharge and satisfy all rates, taxes, service charges, assessments and impositions which are now or during the said terms shall be imposed or assessed on the said demised premises whether payable by the owner or occupier of the demised premises whether or may be payable to the Authority of the Government or any other appropriate Authority or otherwise.

- (iii) To demarcate the land with boundary pillars and to maintain such boundary pillars in good and proper condition during the period of demise so that the same may be easily and properly identified.
- (iv) To keep and maintain the demised premises at all times during the terms of lease clean, tidy, healthy and free from all sorts of nuisance and not to allow heavy accumulation of water on it in all seasons
- (v) Not to use or allow to be used the demised premises or any part thereof for any purpose other than the setting up IT/ITES/electronics industry as mentioned in the letter of undertaking enclosed herewith.
- (vi) Not to run the IT/ITES/Electronics industry to be set up at the demised premises in such a manner as would lead to pollution, health hazards, noise, offensive fumes or smell or in such manner as would be a source of nuisance to the areas surrounding the demised premises.
- (vii) Not to store any combustible or explosive substance except under the written permission and license of the concerned authorities and that too within a reasonable limit and after taking sufficient safeguards against thereof.
- (viii) To obtain necessary licenses from the appropriate authorities and to keep the same renewed and subsisting at all times and to obey and abide by all labour legislations and the provisions of law of anti-pollution.
- (ix) Not to make any excavation in the land during the period of demise without prior consent of the Sub-Lessor in writing. Should any excavation be made with the consent of the Sub-Lessee within the period of demise the Sub-Lessee shall restore the land to its original condition on the expiration of the period of the demise of earlier determination of the tenancy of the Sub-Lessee.
- (x) To construct necessary buildings, structure and installations and use the same for the said purpose and not for any other purpose. The building and structures should be constructed in conformity with such buildings rules as may be framed by the State Government or any other appropriate authority in that behalf according to the plans and specifications to be submitted to and approved by the State Government or any other appropriate authority.

- (xi) Not to remove any earth from the demised land or carry on or allow to be carried on in the demised premises any unlawful activities, offensive trade or prohibited business or any activities which may be considered offensive or a source of nuisance to the area surrounding the demised premises and to store any combustible or explosive substance except Kerosene, Petrol, Diesel and other substance to the extent permissible after taking necessary permission from the concerned authorities and sufficient safeguards therefor.
- (xii) Not to allow the demised premises to be used as a place of public worship or burial or cremation ground private or public or allow any shrine, Masjid, Church or Temple to be erected thereon.
- (xiii) Not to allow the demised premises and/ or the structure thereon or any part thereof for any purpose other than setting up IT / ITES/electronics industry. The Sub-Lessee shall not demolish or remove any building structure and fixture which may be built erected or fixed on the demised premises without the prior permission in writing of the Sub-lessor.
- (xiv) On the determination of the period of demise or earlier determination thereof the Sub-Lessee shall yield up peaceful vacant possession of the demised premises relinquishing all his interest therein in as good a condition as the same now is with all the building and structures as may be in existence at the time.
- (xv) To allow any person authorised by the Sub-Lessee or its agents, at all reasonable times during the term, to enter upon the property and inspect the condition thereof and give or leave notice of any defect in such condition including repairing and cleaning the sewer line and manholes or to do any work in connection therewith and when such defect has been caused by any act or default on the part of the Sub-Lessee its servants or agents, the Sub-Lessee is bound to make it good within 15 days after such notice has been given or left.
- (xvi) After determination of the lease not to remove without the permission in writing of the Sub-Lessee anything which has been attached to earth of the demised property and keep all buildings material and fixtures therein good tenantable repaid and condition.
- (xvii) To perform all the covenants conditions and stipulation contained in the original Lease and its annexed schedules affecting the property hereby

demised and to be observed and performed by the Sub-Lessor except payment of rent and premium and not to execute or perform any act deed or thing or suffer anything to the contrary whereby or by reason or means whereof the original Lease may be avoided or forfeited and to allow the Sub-Lessor to enter upon the demised premises for the purpose of inspection and performing any of such terms of agreement contained in the original Lease which may be necessary to prevent its forfeiture.

- (xviii) To keep the Sub-Lessor indemnified against all actions, claims, demands and expenses on account of performance or non-performance by the Sub-Lessee of any of the terms conditions and stipulations of this Agreement.
- (xix) Not to commit any breach any terms and conditions of the Original Lease Deed dated 12<sup>th</sup> February, 1996 executed between the Governor of the State of West Bengal and the Corporation (i.e the Lessor and the Lessee).

3.1 (i) The Sub-Lessor hereby covenants with the Sub-Lessee that the Sub-Lessee observing and fulfilling all the terms and conditions herein on its part to be observed and performed shall hold the said demised premises for the period of demise without any interruption by the Sub-Lessor or any officer of Government.

- (ii) The Sub-Lessor hereby further covenants with the Sub-Lessee that the Sub-Lessee shall be provided with all basic infrastructure facilities in regard to roads, drain lines, storm water connection at the peripheral roads (where such lines have been taken as per planning) bounding the demised premises/ sites from which connection will be taken by the Lessee within their own premises at their own cost. Provided that no storm water connection can be taken by the Sub-Lessee from the peripheral roads without specific approval from the Sub-Lessor or Government. On the basis of separate agreement to be executed between the Sub-lessor and the Sub-lessee and for power supply the Sub-Lessee shall apply directly to West Bengal State Electricity Board with prior submission of a copy thereof to the Sub-Lessor for vetting purposes.

4. PROVIDED ALWAYS that if there be any breach of any of the terms and conditions and covenants herein on the part of the Sub-Lessee contained, the Sub-Lessor shall call upon the Sub-Lessee to rectify and remedy the same within three months of the date of the receipt of such notice. If the required rectification's or remedial measures are not carried out within the given period, the Sub-Lessor shall have the right to re enter into possession of the demised

premises or any part thereof in the name of the whole and thereupon the lease shall forthwith stand determined, but not otherwise without prejudice to any right of the Sub-Lessor in respect of the antecedent breach.

5. The Sub-Lessee shall always observe the conditions of allotment detailed in the 2nd schedule hereunder written.

6. It is hereby agreed by the Sub-Lessor and Sub-Lessee that the opinion of the Managing Director (or his duly authorised Nominee) of the Sub-Lessor in the matter of breach of any of the covenants mentioned hereof on the part of Sub-Lessee would be final and binding and shall not be called into question by the Sub-lessee in any manner whatsoever. The Sub-lessor and the Sub-lessee can appointment a person mutually acceptable to both the parties. The award of the Arbitrator will be final and acceptable to both the parties. The jurisdictional authority of the arbitration proceeding will be Calcutta.

7. In the event in opinion of the said Managing Director of the Sub-Lessor or his duly authorised nominee the said demised premises or any portion thereof has been used for any purpose other than the running of IT / ITES / Electronic Industry the Sub-Lessor will be entitled to appoint its own representatives as the Receiver and Manager of the demised premises and the Sub-Lessee hereby gives his consent that the Manager so appointed by the Sub-Lessor would be entitled to take and retain in his possession the demised land with all buildings and structures thereon, and all items of machinery and equipments, appliances found therein and to stop user of the said demised premises for any purpose other than running of IT/ITES/electronic industry. The Sub-Lessee hereby consents that the Manager so appointed by the Sub-Lessor would be entitled to pull down any offending structure / building meant for carrying on Non-IT/ITES/electronic industry and to remove any machinery or plant or appliances in the demised premises for running of non-electronic industry and Sub-Lessee would raise no objection with regard thereto.

**THE FIRST SCHEDULE ABOVE REFERRED TO :**

1. In consideration of the purpose for which the land hereinafter referred to and mentioned in the Schedule as hereunder written is required by Lessee and in consideration of the premium of Salami of 18,15,092.00 and of the annual rent and the Lessee's covenants hereinafter reserved the Lessor doth hereby grant and demise unto the lessee ALL THAT land hereinafter more particularly mentioned and described in the Schedule hereunder written (hereinafter referred to as the 'demised land') TO HOLD the same for the period of 999 years

yielding and paying therefor a rent @ 1/4% of the current land price per annum or any fraction of any year at the same rate, subject to revision every ten years at the discretion of the Lessor.

2. The Lessee to the intent that the obligation and covenants shall continue throughout the period of demise agrees and covenants with the Lessee as follows :

- (i) To pay the premium for Salami as mentioned in paragraph (1) hereinabove and to pay the annual rent to the Government of West Bengal within the first 90 (ninety) days of the year for which such rent shall be payable.
- (ii) To pay all rates, taxes and other impositions in respect of the said demised land and structure thereon which are or may be assessed to be payable by the owner or the occupier thereof to any authority to whom they may be payable.
- (iii) To demarcate the land with boundary pillars and to maintain such boundary pillars in good and proper condition during the period of demise so that the same may be easily identified. Provided that the Lessee reserves the right to provide the boundary pillars at the cost of the Lessee.
- (iv) To keep the land clean and free from all sorts of nuisance and not to allow heavy accumulation of water on it.
- (v) Not to make any excavation in the land during the period of demise without the proper consent of the Lessor in writing. Should any excavation be made with the consent of the Lessor within the period of demise the Lessee shall restore the land to its original condition on the expiration of the period of the demise or earlier determination of the tenancy of the Lessee.
- (vi) To construct the building in conformity with such building rules as may from time to time be framed by the Government or other authority prescribed in that behalf and according to plans, specifications elevations, designs and sections sanctioned by the Government or that authority within three years from the date of possession of the demised land or such extended time as may be allowed by the Government in writing.

- (vii) The Lessee may sub-divide or sub-let the demised land or the building to be constructed for purpose of setting up of different units of electronics industries. Such sub-division or sub-letting shall be in conformity with the master plan hereinafter referred to. The Sub-Lessee shall not have any further right of transfer of the demised land.
- (viii) The Lessee shall arrange for sewerage treatment and disposal internal roads, power supply and water supply at their own cost, shall submit the Master Plan for the same as well as for construction of buildings and structures in the land to the Government of West Bengal for vetting.
- (ix) Not to use or allow to be used the land and/ or structure thereon or any part thereof any purpose other than for setting up of software development centre electronic industries without the prior permission in writing of the Government or other authority prescribed in that behalf.
- (x) The Lessee / Sub-Lessee shall not have the right to mortgage or charge the lease-hold interest in the land and/or the building to be erected thereon without the previous consent in writing of the Government. Provided, however, that the Lessee/Sub-Lessee shall have the right to mortgage or charge the leasehold interest in the land and/ or building to be erected thereon in favour of L.I.C or Nationalised Bank or Government and Statutory Body or Housing Development Finance Corporation Ltd., or Government sponsored Financial Institution or Registered Housing Co-operative Society, for the purpose of getting house building loans and/or loans for setting up and or running of factory without the previous consent of the Government.
- (xi) The Lessee shall not remove any earth from the demised land or carry on or allow to be carried on in the land any unlawful, illegal or immoral activities or activities which may be considered offensive or a source of any annoyance, inconvenience or nuisance to the area surrounding the demised premises.
- (xii) The lessee shall not allow the demised land to be used as a place of public worship or burial or cremation ground private or public or allow any shrine, Masjid, Church or Temple to be erected thereon.
- (xiii) That on the determination of the period of demise the Lessee shall take over possession of the demised land in as good a condition as the same now is.

- (xiv) The Lessee shall allow any person authorised by the Lessor to inspect, repair and clean the sewer lines and manhole, or to do any work in connection therewith within the plot without any obstruction or hindrance by Lessee or the employees of the Lessee or the assignees or the tenants of the Lessee.
- (xv) The Lessee shall not after determination of the Lease remove without the permission in writing of the Lessor anything, which has been attached to the earth of the demised property.
- (xvi) All moneys payable by the Lessee to the Lessor and/or other authority under agreement shall apart from other remedies be realisable as a public demand under the Bengal Public Demands Recovery Act or any statutory modification thereof for the time being in force.
- (xvii) To observe, perform and comply with the requisitions as may from time to time be made by the Government or any other authority in respect of the demised land and building thereon.

3. The Lessor hereby covenant with the Lessee that the Lessee observing and fulfilling all the terms and conditions herein on its part contained shall hold the said demised premises for the period of demise without any interruption by the Lessor or any officer of Government.

4. Provided always that if there by any breach of any of the terms and conditions and covenants herein on the part of the Lessee contained the Lessor shall have the right to re-enter into possession of the demised land or any part thereof in the name of the whole and thereupon this demised shall forthwith stand determined.

Provided nevertheless the Lessor shall not exercise the right without serving the Lessee a notice in writing giving six months' time to remedy the breach.

**THE SCHEDULE ABOVE REFERRED TO :**

ALL THAT Lease-hold land measuring 181.5092 cottahs be the land a little more or less of plot of land being no.6 in Block-DP, in Sector-V, of Bidhannagar in the district of 24-Paraganas (North) Police Station Bidhannagar, Registration Office Bidhannagar (Salt Lake).

**BOUNDARIES :**

1. On the North : Plot no. DP 2 and 3
2. On the South : Type II Road
3. On the East : Plot no. DP 4
4. On the West : Plot no. DP 1

**THE SECOND SCHEDULE ABOVE REFERRED TO :**

(a) Upon payment in full of the Premium, the LEASE DEED will be duly executed and thereafter the ALLOTTEE and the CORPORATION shall be called the SUB-LESSEE AND SUB-LESSOR respectively.

(b) The SUB-LESSEE will be required to execute a 90 years w.e.f. 6<sup>th</sup> May, 2005 LEASE DEED with the SUB-LESSOR after payment of the above mentioned amount and on payment of premium of additional area, if any, found on actual measurement; with option of the renewal for two terms of 90 years each at the option of the CORPORATION on terms and conditions to be determined by the CORPORATION before expiry of the Lease.

(c) The Sub-Lessee will be required to take formal possession of the plot immediately after the date of execution of the Lease Deed. The LESSEE shall be obliged to complete construction of Information Technology/Information Technology Enable Services building at its own expense within 2 years from the date of the Lease Agreement, conforming to the rules and formalities of the concerned Authorities and to the satisfaction of the SUB-LESSOR.

(d) In the event of failure of the SUB-LESSEE to complete construction of IT/ITES building within the stipulated date as mentioned above the Lease Deed will be liable to be revoked and all the consequent as mentioned in the Lease Deed will follow with forfeiture of 20% of premium money deposited by the SUB-LESSEE and vesting of all construction made by the SUB-LESSEE till the stipulated date, in the SUB-LESSOR.

(e) The Lease Deed may not be transferred, sub-divided or sublet the demised land in any case. However, the Corporation reserves the right to make any change or addition to this clause as it may deem fit.

(f) The charges in respect to Stamp Duty, Registration and Legal Expenses which shall be involved in the execution of the Lease Deed shall have to be borne by the SUB-LESSEE. The Sub-lessee shall arrange registration of the Sub-lease Deed within 1 (one) month from the date of registration permission issued by Urban Development Department, Govt. of W. B. The deed of lease after registration shall remain in the custody of the Sub-Lessor.

(g) The SUB-LESSEE will be obligated :

(i) To abide by the terms and conditions of the Lease Deed and such other terms as are stipulated by the SUB-LESSOR from time to time regarding the proper use and upkeep of the Plot leased out to the Sub-lessee.

(ii) To pay all rates, taxes, service charges/maintenance charges and other impositions in respect of the said demised land and structure thereon which are or may be assessed to be payable by the Owner or the Occupier thereof to any Authority / Authorities to whom these may be payable.

(iii) To demarcate the land with boundary Pillars and to maintain such boundary pillars in good and proper condition during the period of demise so that the same may be easily identified. PROVIDED that the SUB-LESSOR reserves the right to provide the boundary pillars at the cost of the SUB-LESSEE.

(iv) To keep the land clean and free from all sorts of nuisance and not to allow any accumulation of water on it.

(v) To refrain from making any excavation in the land during the period of demise without the proper consent of the SUB-LESSOR in writing. Should any excavation be made with the consent of the SUB-LESSOR within the period of demise the SUB-LESSEE shall restore the land to its original condition on the expiration of the period of the demise or earlier determination of the tenancy of the SUB-LESSEE by the SUB-LESSOR.

(h) The SUB-LESSEE shall arrange for sewage and industrial effluent treatment. The SUB-LESSEE should arrange disposal of treated sewage and

industrial effluent and internal roads, power supply and water supply at their own cost within their own premises and shall submit Master plan for the same as well as for construction of building and structures on the land, to the Government of West Bengal. Before submission of such Master plan a copy will be submitted to the SUB-LESSOR for vetting purpose.

(i) The SUB-LESSEE shall not use or allow to be used the land and/ or structure thereon or any part thereof for any purpose other than for setting up of software development centre/electronic industries without the prior permission in writing of the SIB-LESSOR or other Authority prescribed in that behalf. The Sub-Lessee shall not have right to Sub-let the built up surplus space without the prior permission in writing from the Sub-Lessor.

(j) The SUB-LESSEE shall not have the right to mortgage or charge the lease hold interest in the land and/or the building to be created thereon without the prior consent in writing of the SUB-LESSOR but subject to the original lease deed.

Provided, however, that the SUB-LESSEE shall have the right to mortgage or charge the lease-hold interest in the land and/ or building to be erected thereon in favor of LIC or Nationalized Banks or Government and Statutory Bodies or Govt. Sponsored Financial Institutions for the purpose of getting loans for setting up and or running of factory, with prior consent of the SUB-LESSOR.

(k) The SUB-LESSEE shall not carry on or allow to be carried on in the 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.

(l) The SUB-LESSEE shall not allow the demised land to be used as a place of public worship or burial or cremation ground private or public or allow any shrin, masjid, church or temple to be erected.

(m) The SUB-LESSEE on the determination of the period of lease shall handover possession to the SUB-LESSOR the demised land in as good a condition as the same now is.

(n) The SUB-LESSEE shall allow any person authorised by the SUB-LESSOR to inspect, repair and clean the sewer lines and manholes or to do any work in connection therewith, within the plot without any obstruction or

hindrance by the SUB-LESSEE or the employees of the SUB-LESSEE. The SUB-LESSOR will not be liable for payment of any compensation to the SUB-LESSEE for any inconvenience or consequential loss suffered by the SUB-LESSEE on this account.

(o) The SUB-LESSEE shall not, after determination of the lease remove without the permission in writing of the SUB-LESSOR anything from the demised property.

(p) The SUB-LESSEE shall pay to the SUB-LESSOR and/or other Authority under this agreement all moneys payable as determined by the SUB-LESSOR and the said Authority. This shall be apart from other remedies realisable as a public Demand under the Bengal public Demands Recovery Act or any other Statutory modifications thereof for the time being in force.

(q) The SUB-LESSEE shall observe, perform and comply with the requisitions as may be from time to time be made by the State Government and/ or the SUB-LESSOR or any other Authority in respect of the demised land and the building thereon.

(r) Not to exhibit or allow to be exhibited any advertisement hoarding within Electronics Complex without prior written permission from SUB-LESSOR.

**THE THIRD SCHEDULE ABOVE REFERRED TO :**

ALL THAT price or parcel of land measuring 3.00 acres or 181.5092 cottahs in plot no DP-6 as delineated in the Map / Site plan hereto annexed and thereon bordered red be the same a little more or less in Block-DP, Sector-V of Bidhannagar in District of 24 Paraganas(North) within the Police Station Bidhannagar (East), Sub-Registration office Bidhannagar, Salt Lake.

- |    |              |   |                     |
|----|--------------|---|---------------------|
| 1. | On the North | : | Plot no. DP 2 and 3 |
| 2. | On the South | : | Type II Road        |
| 3. | On the East  | : | Plot no. DP 4       |
| 4. | On the West  | : | Plot no. DP 1 & 7   |

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

**SIGNED SEALED AND DELIVERED** for and on  
on behalf of West Bengal Electronics Industry  
Development Corporation by Mr Subrata  
Majumdar, General Manager (ID & IS) of the  
Company at Calcutta in the Presence of :

For West Bengal Electronics Industry  
Development Corporation Limited  
*[Signature]*  
Subrata Majumdar  
General Manager (ID&IS)

1.

*[Signature]*  
**V. Chakravorty,**  
**Deputy Manager (Legal)**  
**West Bengal Electronics Industry**  
**Development Corporation Limited**

2.

*G. N. Gajodia,*  
*Advocate*  
*6, 2nd Post Office Street,*  
*Calcutta-700001*

**SIGNED, SEALED AND DELIVERED** for and on  
behalf GE Capital International Services by Mr  
Babul Ganguly, Vice President of the Company  
at Calcutta in the presence of :

**For GE CAPITAL INTERNATIONAL SERVICES**

*[Signature]*  
**Authorized Signatory**

1.

*[Signature]*  
**V. Chakravorty,**  
**Deputy Manager (Legal)**  
**West Bengal Electronics Industry**  
**Development Corporation Limited**

2.

*Sandip Chakraborty,*  
*71, Narayana Datta Road,*  
*Kol-8.*

DRAFTED BY:

*[Signature]*  
SHEKHAR B. SARAF

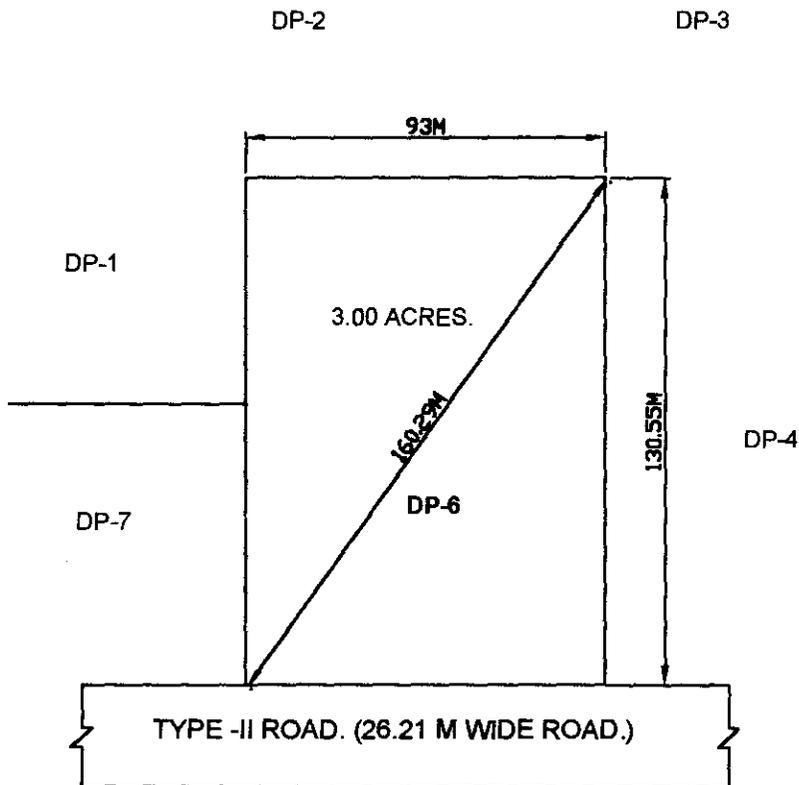
ADVOCATE

HIGH COURT, CALCUTTA

SITE PLAN FOR THE LAND OF PLOT NO.DP-6.  
AT SALTLEC ELECTRONICS COMPLEX,  
BLOCK-DP, SECTOR-V.BIDHANNAGAR.



ADMEASURING -3.00 ACRES. (181.5042 Ghatk)



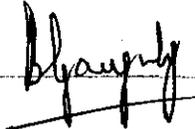
For West Bengal Electronics Industry  
Development Corporation Limited

*Subrata Mazumdar*  
General Manager (ID&IS)

For SE CAPITAL INTERNATIONAL SERVICES

*[Signature]*  
Authorized Signatory

**SPECIMEN FORM FOR TEN FINGERPRINTS**

Sl. No.	Signature of the executants/ presentants						
	 						
			le	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)							
			Little	Ring	Middle	Fore	Thumb
		(Left Hand)					
			Thumb	Fore	Middle	Ring	Little
(Right Hand)							

**ANNEXURE**

From :-  
 GE Capital International Services,  
 AIFACS Building, 1 Rafi Marg,  
New Delhi - 110 001

Dated :- 28.10.2005

West Bengal Electronics Industry Development Corporation Ltd.  
 Webel Bhavan, Block - EP & GP  
 Sector - V, Bidhannagar  
Calcutta - 700 091.

Dear Sirs

Re.: **ALL THAT** piece or parcel of land measuring an area of 3 acres or 181.5092 cottahs of Land in Plot no. DP 6 acres be the same a little more or less in Sector - V at Bidhannagar in the district of North 24 Parganas, Police Station Bidhannagar (East) Sub-Registration Office Bidhannagar, Salt Lake.

We hereby agree and undertake that the captioned piece or parcel of land intended to be granted by you by way of sub lease unto and in our favour would be exclusively used and utilised by us for the purpose of IT / ITES Industry and not for residential purposes, Commercial establishment, Factory, Workshop or any other purposes.

We further place it on record that on the faith of the aforesaid undertaking you have agreed to sub-demise the above mentioned land in our favour and in this respect, we further undertake that in the event of the said sub-demised land granted to us appears to your Managing Director, being used for any purpose other than the purpose for which the same has been sub-demised, for which your Managing Director will be the sole judge, you will be entitled to appoint your own representative as the Receiver and Manager of the sub-demise land and we hereby accord our consent that the Manager so appointed by you would be entitled to take and retain in his possession the sub-demised land with all buildings and all items of Machineries, Equipments, Appliances and Instruments brought thereon, Structures thereon and to stop user of the said sub-demised land for any purpose other than running of IT / ITES Industry unit . We also declare that the managers so appointed by you would be entitled to pull down any offending structure / building meant for carrying on non-IT/ ITES Industry and to remove any machinery or plant or appliance from the sub-demised land for running of non-IT / ITES Industry . Award of any arbitrator appointed by you to settle disputes between ourselves will be final and binding on us.

Yours faithfully,

**For GE CAPITAL INTERNATIONAL SERVICES**

*[Handwritten Signature]*  
 Authorised Signatory