

Legal

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Version Control

Version No.	Version Date	Types of Changes	Owner/ Author	Date of review / expiry
As per the Exhaustive List on RIM Site				

Webel

opportunities infinTe

West Bengal Electronics Industry Development Corporation Limited

Webel Bhavan, Block - EP & GP, Sector V, Bidhannagar, Salt Lake, Kolkata - 700 091
Phone : 91-33-2239-2228/226/327/316 • Fax : 91-33-2357-1739/1708 • e-mail : contact@webel-india.com

EC:Land:DP 6: 2009

June 4, 2009

Genpact India
DLF City, Phase V
Sector - 53,
Gurgaon - 1222002
Haryana, India

Attn :- Sekhar Sharma

Dear Sir,

Sub : Surrender of 1.5 acres land out of 3 acres earlier allotted at
plot - 6 Block DP, Sector - V, Salt Lake

As desired by you, we are sending herewith a Certified Copy of Surrender Deed executed between Corporation and yourself on 9th April, 2009 vide no. 03954 of 2009 in respect of 1.5 acre of land out of 3.00 acre land within plot no. 6 in Block - DP, Sector - V, Salt Lake.

Please acknowledge the same.

Thanking you

Yours faithfully
West Bengal Electronics Industry
Development Corporation Limited


Shyamal Roy

General Manager (ID & IS)

A Govt. of West Bengal Undertaking

Jalpaiguri Electronics Complex, Assam More : Mohitnagar, Jalpaiguri - 735 101, Phone : 03561-255384



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

2074 12 5/5/09

06AA 849726

BK No. 1 Vol. No. _____ Pages 1
 Being No. 3954 Year 2009
 Carriage Paper 25.00
 Copying Fee 2.00
 Copying Printing _____
 Fractage charge for Map or Plan _____
 Mailing Charges _____

Under Article 1(1) & 1(2) _____
 Value of Stamp _____
 Value of Copy _____
 Value of _____
 Cost of _____
 Cost of _____
 Total Cost _____
 Copy Fee _____
 sealed and _____
 4 per 100 _____

4. -
 20.00
 82.00
 S.K. Bhowmik
 2009 * 5/5/09
 5/5/09
 Record Keeper
 Registrar of Assurances
 Malabar

5/5/09
 5/5/09

2680

3954



पश्चिम बंगाल WEST BENGAL

G 250964



Certified that the Document is admitted to Registration. The Signatures and Endorsements attached to this Document are the part of this Document.

Surrender Deed

Additional Reg. of Assurances-II, Kolkata

23/4/09

THE DEED OF SURRENDER OF LEASE made this the 9th day of April Two Thousand Nine BETWEEN M/s Genpact India (previously known as GE Capital International Services) a private company incorporated under the companies Act 1956 with unlimited liability having its registered office at Delhi Information Technology Park, Shastri Park, Delhi - 1100 053 hereinafter referred to as the "SUB-LESSEE" (which expression unless excluded by or repugnant to the context shall include its successors administrator and assigns) of the ONE PART AND WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT CORPORATION LIMITED, A Govt of West Bengal undertaking having its Registered Office at Webel Bhavan, Salt lake Electronics Complex, Block - EP & GP, Sector - V, Bidhannagar, Calcutta 700 091 within the Police Station of Bidhannagar (East) hereinafter referred to as the "SUB-LESSOR" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS a plot of land measuring 3.00 acres or 181.5092 cottahs being Plot No. 6 in Block - DP, Sector - V, Salt Lake, Kolkata 700 091 was sub-leased by the other part for construction of their IT / ITES / Electronics Project within two years from the date of lease agreement dated 28th October, 2005. The Party duly paid the lease premium of Rs. 1,11,00,563.00 (Rupees one crore eleven lakhs five hundred and sixty three) only to the Sub-lessor for the aforesaid plot of land

Signature

136595

26 MAR 2009

NO. ~~136595~~ DATED ~~26 MAR 2009~~
SOLD TO GENPACT INDIA

DEF 17 PARK, NEW TOWN, ROYALHAT, KOL-156

504

NP
L.S. VIKAR
REG. NO. 1000/2008



Subrata Mr. Barman.
S/o Late Phamendra Nath
Barman.
12, Old Post office St
KOL-1
Service.

Additional Registrar of Assurances II Kolkata
23 APR 2009

WHEREAS an Indenture of Sub-lease date 28/10/2005 was executed and registered between the parties hereto at the Office of the Registrar of Assurance, Kolkata vide Deed no.05122 Book no 1, Volume no 1, Pages no.1 to 21 in the year 2006. It was witnessed that the said Sub-lessor in consideration of the premium and rent thereby and there under reserved and of the covenants and conditions to be observed and performed of the part of the Sub-lessee as therein mentioned granted and demised by way of Sub-lease the property fully mentioned and described in the Schedule hereto for a period of 90 (Ninety) years.

AND WHEREAS such Sub-lease is in full force and virtue and the premium rents and conditions reserved by and contained there under on the part of the Sub-lessee to be paid, observed and performed have been duly paid, observed and performed by the Sub-Lessee upto the date of these presents save and except a commitment of breach on the part of the Sub-lessee expressing their inability to complete the construction of the factory building within the stipulated day as mentioned in the said indenture of Sub-lease.

AND WHEREAS the Sub-lessor decided to take up a portion of unused land of the aforesaid plot for its proper utilization in the interest of IT / ITES and Electronics Industry in the State of West Bengal and the Sub-lessee agrees to release / surrender a portion of land measuring 1.5 acres out of 3.00 acres (or 90.7546 cottahs out of 181.5092 cottahs) of the aforesaid plot of land only for the residual period of the lease to the Sub-lessor due to non-utilization of the land with immediate effect. Payment of lease premium deposited by the Sub-lessee shall proportionally be refunded i.e Rs. 55,50,281.50 (Rupees fifty five lakhs fifty thousand two hundred eighty one and fifty paise) only to the sub-lessee by the Sub-lessor.

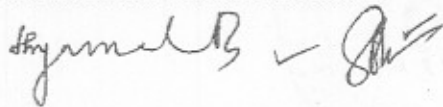
AND WHEREAS the Sub-lessee was all materials time and is presently in possession of the property since the execution of the indenture of Sub-lease.

AND WHEREAS after detail discussion the Sub-lessee wishes to surrender 50% of the total land i.e_ 90.7546 cottahs out of 181.5092 cottahs) against the Sub-lease dated 28/10/2005) as detailed in the Schedule - II. The said Sub-Lessee having also desired to be relieved from any further payment of rent and performance of the covenants and conditions of the said indenture of Sub-lease against the surrender of 1.50 acres of land fully described in the Schedule - II hereto from the date of execution of this agreement and delivery of peaceful possession of the property.

AND WHEREAS the Sub-lessor has agreed to accept from the Sub-lessee a portion of the land for surrender of the aforesaid Sub-lease of the said property fully mentioned in the Schedule - II hereunder written.

NOW THIS DEED WITNESSETH that in pursuance of the said agreement the said Sub-lessee as beneficial user of the said property do hereby give up and relinquish all its leasehold estate of interest in and surrender and deliver vacant possession from this date of surrender to the said Sub-lessor of a portion of the said property comprised in the **Second Schedule TO HOLD** the same as before the execution of the Sub-lease the said Sub-lessor to **THE INTENT** and object that the same shall stand determined to all intents and purpose including the residue of the said term of 90 (Ninety) years created by the said Indenture of Sub-lease and all other rights and interest of the said Sub-lessee in the said property under or by virtue of the said Deed shall stand extinguished, merged with the Sub-lessor with immediate effect as if the said Sub-lease was never granted nor intended.

AND THIS DEED FURTHER WITNESSETH that in consideration of the Surrender of the Sub-lease Deed which is accepted by the Sub-Lessor, the Sub-lessor do hereby release and discharge the Sub-Lessee from all claims, demands and liabilities etc on account of future rent and / or arising out of performance or non-performance of the covenants, conditions provide under the hereinbefore recited indenture of Sub-Lease dated 28.10.2005. However, the Sub-lessee will remain liable to pay all rates, taxes, rent etc due to or payable or acquiring till the date of execution of this deed. All other terms and conditions of the said Sub-lease Deed are unaltered.



THE 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

THE SCHEDULE - II ABOVE REFERRED TO

ALL THAT price or parcel of land measuring 1.50 acres or 90.7548 cottahs (out of 3.00 acres or 181.5092 cottahs in plot no. 6, Block DP) in plot no DP- 6 / 1 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 6/1

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

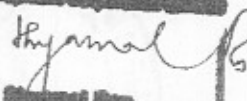
SIGNED, SEALED AND DELIVERED
for and on behalf of GENPACT India
by Mr. Shekhar Sharma, Vice President
at Kolkata in the presence of:

For GENPACT INDIA

Authorized Signatory

1. *Sen (Kaustav Sen)*
Genpact India, DLF IT Park
Kolkata-700156.

SIGNED, SEALED AND DELIVERED
for and on behalf of M/s West
Bengal Electronics Industry Develop-
ment Corporation Limited by Mr
Shyamal Roy, GM (ID & IS)
at Kolkata in the presence of

**For West Bengal Electronics Industry
Development Corporation Limited**

Shyamal Roy
General Manager (ID & IS)

1. *V. Chakrabarty*
V. Chakrabarty
Manager (Legal)
West Bengal Electronics Industry
Development Corporation Limited

*drafted by me
Bishan, Advocate -
High Court, Calcutta*

We are handing over peaceful and vacant possession of 1.50 acres or 90.7546 cottahs (out of 3.00 acres or 181.5092 cottahs in plot no. 6, Block DP) of land in plot no DP- 6 / 1, Block – DP, Sector – V, Bidhannagar, Salt Lake , Kolkata – 7000 091 to West Bengal Electronics Industry Development Corporation Limited on 9th day of April, 2009

Possession handed over

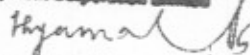
Per GENPACT INDIA


Authorized Signatory

Signature with Seal

Possession taken over

**Per West Bengal Electronics Industry
Development Corporation Limited**



Signature with Seal
Skyamal Roy
General Manager (D & IP)

Government Of West Bengal
Office of the A. R. A. - II KOLKATA
5 & 6, Govt Place (North) , KOLKATA
Endorsement For deed Number :-03954 of :2009
(Serial No. 02680, 2009)

On 23/04/2009

Certificate of Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number :5,61 of Indian Stamp Act 1899.

Payment of Fees:

Fee Paid in rupees under article : ,E = 14/- ,I = 55/- ,M(a) = 14/- ,M(b) = 4/- on:23/04/2009

Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 12.59 hrs on :23/04/2009,at the Office of the A. R. A. - II KOLKATA by Shyamal Roy, Executant.

Admission of Execution(Under Section 58)

Execution is admitted on 23/04/2009 by

1. Shyamal Roy, Manager, W B Electronics Industry Deve Cor Ltd, Block Ep&gp Sec-v Bidhannagar, Kolkata 700091, profession :Private Service
2. Shekhar Sharma, Signatory, Genpact India, Delhi Informationtechnology, Park Shastri Park, profession :Private Service

Identified By Subratakr Barman, son of Late P N Barman 12 O P O St Cal 700001 Thana: Harest, by caste Hindu, By Profession .Service.



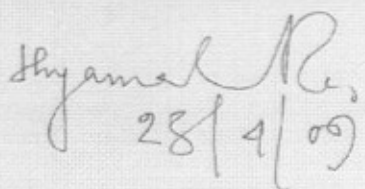
[Tarak Baran Bhukherjee]
ADDITIONAL REGISTRAR OF ASSURANCES-II OF
KOLKATA

OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCES-II OF
KOLKATA



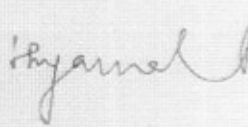



Govt. of West Bengal 23/4/09

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A. R. A. - II KOLKATA, District- Kolkata
Signature / LTI Sheet of Serial No. 02680 / 2009, Deed No. (Book - I , 03954/2009)

I . Signature of the Presentant

Name of the Presentant	Signature with date
Shyamal Roy	 28/4/09

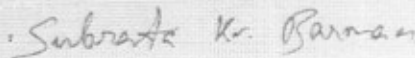
II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Shyamal Roy Address -Webel Bhavan Salt Lake Salt Lake Electronics Complex Block Ep &gp Sec-v Kolkata	Self		 LTI	
			23/04/2009	23/04/2009	
2	Shekhar Sharma Address -Delhi Information Technology Park Shastri Park Delhi	Self		 LTI	
			23/04/2009	23/04/2009	

Name of Identifier of above Person(s)

Subratakr Barman
PS -Harest,12 O P O St Cal

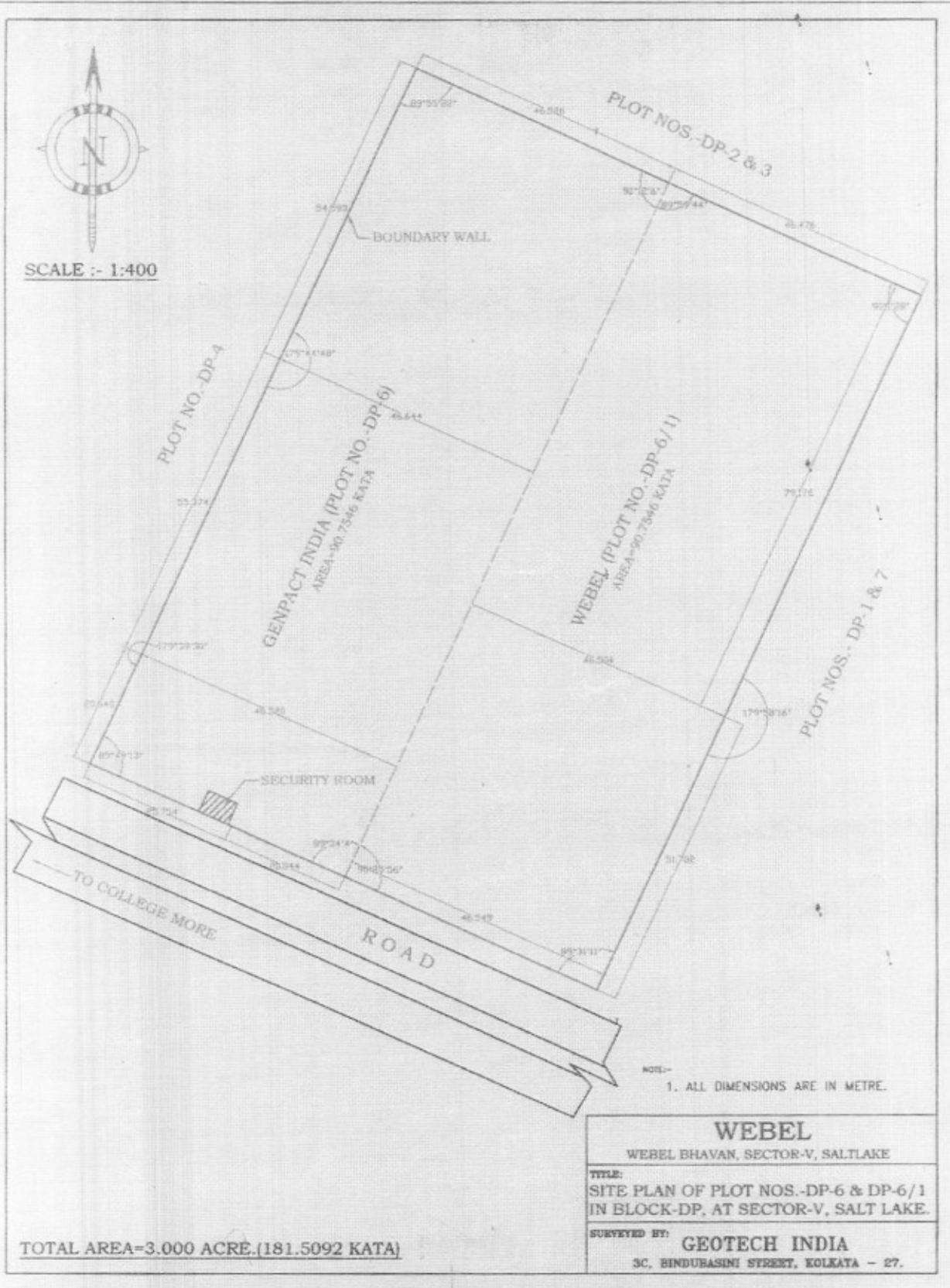
Signature of Identifier with Date







SCALE :- 1:400



TOTAL AREA=3.000 ACRE.(181.5092 KATA)


























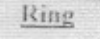




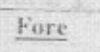



WEBEL
 WEBEL BHAVAN, SECTOR-V, SALT LAKE

TITLE:
 SITE PLAN OF PLOT NOS. -DP-6 & DP-6/1
 IN BLOCK-DP, AT SECTOR-V, SALT LAKE.

SURVEYED BY: **GEOTECH INDIA**
 3C, BINDUBASINI STREET, KOLKATA - 27.

[Handwritten signature]

SPECIMEN FORM FOR TEN FINGERPRINTS

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 9
Page from 6599 to 6608
being No 03954 for the year 2009.



(Tarak Baran Mukherjee) 24-April-2009
ADDITIONAL REGISTRAR OF ASSURANCES-II OF KOLKATA
Office of the A. R. A. - II KOLKATA
West Bengal

Certified to be a True Copy



Additional Registrar of Assurances-II
Kolkata
6/1/09