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 9/5/08 पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

23-05/01/11 D 012189
 10. 9. 2008
 Pn: 2308750

THIS INDENTURE OF LEASE made this Tenth day of April Two Thousand Eight BETWEEN GOVERNOR OF THE STATE OF WEST BENGAL hereinafter referred to as the "LESSOR" (which expression shall include his successors in office and assigns) of the ONE PART AND DEVELOPMENT CONSULTANTS PRIVATE LIMITED, a Company registered under the Companies Act, 1956, having its registered office at No. 24-B, Park Street, Kolkata - 700016, Police Station Shakespeare Sarani in the District of Kolkata hereinafter referred to as "LESSEE" (which expression shall include its successor or successors-in-interest and assigns) of the OTHER PART.

9 MAY 2008

Murali 10/5/08
 D. Mukhopadhyay, WBCS (Exe.)
 O.S.D & Dy. Secretary
 Urban Development Department
 Govt. Of West Bengal

Anilabha Goswami
 Lt Col (Retd.) Anilabha Goswami
 General Manager (Admin.)
 Development Consultants Private Limited

Sandip Kumar Ghose
 Sandip Kumar Ghose
 Executive Director Corporate Affairs
 Development Consultants Private Limited

132376

Serial No.....

Name.....

Address.....

71, Park Street, (Room No - 1418),
Kolkata - 700 016

Development Consultants Private Ltd.
71, Park Street, Calcutta - 700 016

050308

Date..... Licensed Stamp Vendor,
S. SARKAR

Sandip Kumar Ghose

Sandip Kumar Ghose
Sandip Kumar Ghose
Executive Director Corporate Affairs
Development Consultants Private Limited



Anilabha Goswami
Li Col (Retd.) Anilabha Goswami
General Manager (Admin.)
Development Consultants Private Limited

[Handwritten signature]

Identified by me
[Signature]
S. Ghosh Dastidar
Advocate
24, Park Street
Kolkata - 700016

9 MAY 2008
9 MAY 2008

Development Consultants Private Limited
Executive Director Corporate Affairs
71, Park Street, Calcutta - 700 016

Li Col (Retd.) Anilabha Goswami
General Manager (Admin.)
Development Consultants Private Limited

Development Consultants Private Limited
Executive Director Corporate Affairs
71, Park Street, Calcutta - 700 016

WHEREAS the Lessee has applied to the Government of West Bengal (hereinafter referred to as the "Government") for a lease of the land mentioned and described in the Schedule hereunder written to enable the Lessee to erect houses and buildings thereon for use for Trade Center and the Governor has agreed to grant a lease in favour of the Lessee for the period and on the terms and conditions hereinafter appearing.

WITNESSETH AS FOLLOWS:

1. In consideration of the purposes for which the land hereinafter referred to and mentioned in the Schedule as hereunder written is required by the Lessee and in consideration of the premium or salami of Rs. 73,08,750/- (Rupees Seventy Three Lakhs Eight Thousand Seven Hundred Fifty) only 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 at the nominal rate of $\frac{1}{4}\%$ 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 obligations and covenants shall continue throughout the period of demise agrees and covenants with the Lessor as follows :
 - (1) 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.
 - (2) 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.
 - (3) 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 Lessor reserves the right to provide the boundary pillars at the cost of the Lessee.
 - (4) To keep the land clean and free from all sorts of nuisance and not to allow heavy accumulation of water on it.

Amal 10/04/08
D. Mukhopadhyay, WBCS (Exe.)
O.S.D & Dy. Secretary
Urban Development Department
Govt. Of West Bengal

Anilabha Goswami
Lt Col (Retd.) Anilabha Goswami
General Manager (Admin.)
Development Consultants Private Limited

Sandip Kumar Ghose
Sandip Kumar Ghose
Executive Director Corporate Affairs
Development Consultants Private Limited



ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ಕಾರ್ಯದರ್ಶಿ (ಸಾ)

9 MAY 2008

ಶಂಕರ್ ಕುಮಾರ್ ಚೌಕ
ಸಾಧಕ ನಿರ್ದೇಶಕರು
ಸರ್ಕಾರಿ ಕಾರ್ಪೊರೇಷನ್
ವಿಭಾಗ, ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ಶಂಕರ್ ಕುಮಾರ್ ಚೌಕ
ಸಾಧಕ ನಿರ್ದೇಶಕರು
ಸರ್ಕಾರಿ ಕಾರ್ಪೊರೇಷನ್
ವಿಭಾಗ, ಕರ್ನಾಟಕ ಸರ್ಕಾರ

- (5) Not to make any excavation in the land during the period of demise without the prior 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.
- (6a) 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.
- (6b) Not to construct more than one building on the said plot of land.
- (7a) The Lessee may let out the built up area thereon on rent for short duration i.e., only for less than 20 (twenty) years. For letting out of the built up area for period in excess of 20 (twenty) years the sub-lease of built up space will have to be executed by instrument registered in West Bengal by the Lessee after vetting of the same by the Urban Development Department, Government of West Bengal.
- (7b) No subsequent transfer / assignment / sub-lease or sub-letting by the sub-allottees will be allowed.
- (7c) Use of the areas created shall be restricted only for international trade / commerce and related activities.
- (8) The Lessee shall not assign or transfer the demised land or any part of the demised land and / or the structure created thereon without the previous permission of the Government in writing. In case of transfer or assignment of the lease the Lessor shall have the right of pre-emption and upon the exercise of this right the building constructed by the Lessee on the land shall be taken over by the Lessor at a valuation of the building made by the Lessor on the basis of the costs of construction of the building less depreciation at the usual rate or the market value thereof, whichever is less. The value of the land will be the amount of the salami or premium paid by the Lessee. In the event of difference between the parties as to the value of building, the matters in dispute shall be referred to the arbitration of an arbitrator if the parties can agree upon one or otherwise to two arbitrators, one to be appointed by each party with an Umpire. The award of the arbitrator or arbitrators or the Umpire, as the case may be, shall be final and binding on both the parties.

Lt Col (Retd.) Anilabha Goswami
General Manager (Admin.)
Development Consultants Private Limited

Anilabha Goswami

Number 104/01
D. Mukhopadhyay, WBCS (Exe.)
O.S.D & Dy. Secretary
Urban Development Department
Govt. Of West Bengal

Sandip Kumar Ghose
Sandip Kumar Ghose
Executive Director Corporate Affairs
Development Consultants Private Limited



ಅಧಿಕಾರಿಗಳಿಗೆ (ಸಹ ಸಹಾಯಕಿ)
ಅಧಿಕಾರಿಗಳಿಗೆ (ಸಹ ಸಹಾಯಕಿ)

9 MAY 2008

Development Consultant Private Limited
General Manager (Admin)
A-10, 1st Floor, 1st Stage, 1st Cross,
K. R. Puram, Bangalore - 560078

ಶ್ರೀಮತಿ ಕಮಲಾ ಚೌಹಾಣಿ
ಇನ್‌ಫಾರ್ಮೇಷನ್ ಟೆಕ್ನಾಲಜಿ
ಇನ್‌ಫಾರ್ಮೇಷನ್ ಟೆಕ್ನಾಲಜಿ
ಇನ್‌ಫಾರ್ಮೇಷನ್ ಟೆಕ್ನಾಲಜಿ

Provided however that in case the Lessee transfers or assigns the leasehold interest in the land and/ or structure standing thereon in favour of L.I.C.I. or Nationalised Bank or Government or Semi-Government Organisation, or registered Housing Co-opertive Society, or Statutory Body or the Housing Development Finance Corporation Ltd. by creating mortgage for repayment of loan for house building purpose. Life Insurance Corporation of India or Nationalized Bank or Government or Semi-Government Organization, or registered Housing Co-operative Society or Statutory Body or the Housing Development Finance Corporation Ltd., as the case may be, it may claim priority over the Government of West Bengal in respect of right of pre-emption on the demised land and / or structure standing thereon subject to the condition that all the dues of the Government as provided herein shall be payable and recoverable to the Government of West Bengal either from the Lessee or from the Life Insurance Corporation of India or Nationalised Bank or Government or Semi-Government Organisation, or registered Housing Co-operative Society or Statutory Body or the Housing Development Finance Corporation Ltd., as the case may be Provided however such charge if created shall be subject to the terms and conditions of the lease.

- (9) Not to use or allow to be used the land and / or the structure thereon or any part thereof for any purpose other than for Trade Center without the prior permission in writing of the Government or other authority prescribed in that behalf.
- (10) Subject to the provisions in clause 2 (8) hereof the 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 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.I. or Nationalized Bank or Government and Statutory Body or Government Sponsored financial institution, or registered Housing Co-operative Society or the Housing Development Finance Corporation Ltd. for the purpose of getting house building loans without the previous consent of the Government.

- (11) 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.

Development Consultants Private Limited
General Manager (Admin.)
Lt Col (Retd.) Anilabha Goswami

Anilabha Goswami

Amal 10/5/08
U. Mukhopadhyay, WBCS (Exe.)
O.S.D & Dy. Secretary
Urban Development Department
Govt. Of West Bengal

Sandip Kumar Ghose
Sandip Kumar Ghose
Executive Director Corporate Affairs
Development Consultants Private Limited



ಅಧಿಕಾರಿಗಳಿಗೆ ಮಾತ್ರ (ಸಹಿ ಮತ್ತು ಮುದ್ರೆ)

9 MAY 2008

Development Consultant Private Limited
General Manager (Admin)
E. Col (Bldg) Anjalipeta Coawami

Sandip Kumar Chose
Executive Director Corporate Affairs
Development Consultant Private Limited

- (12) 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.
- (13) The Lessee shall not make any construction on the said plot of land within the distance of 5 (five) feet from the backline of its plot, provided however that this restriction shall not apply to the erection of boundary walls at the extreme boundary of the plot. But no other construction will be made within such 5 (five) feet distance and the height of the boundary walls should conform to the building rules.
- (14) That on the determination of the period of demise the Lessee shall make over possession of the demised land in as good a condition as the same now is.
- (15) The Lessee shall allow any person authorized by the 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 Lessee or the employees of the Lessee or the assignees or the tenants of the Lessee.
- (16) 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.
- (17) All moneys payable by the Lessee to the Lessor and / or other authority under this agreement shall apart from other remedies be realizable as a public demand under the Bengal Public Demands Recovery Act or any statutory modification thereof for the time being in force.
- (18) 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 covenants 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.

Anand 10/4/04
 U. Mukhopadhyay, WBCS (Exe.)
 O.S.D & Dy. Secretary
 Urban Development Department
 Govt. Of West Bengal

Anilabha Goswami
 Col (Retd.) Anilabha Goswami
 General Manager (Admin.)
 Development Consultants Private Limited

Sandip Kumar Ghose
 Sandip Kumar Ghose
 Executive Director Corporate Affairs
 Development Consultants Private Limited



Ministry of Labour and Social Security
الوزارة العامة للوزارة (Soh) Laha Saha

9 MAY 2008

Sandip Kumar Ghosh
Executive Director, Corporate Affairs
Development Consultants Private Limited

(of India) Anilabha Goswami
General Manager (Admin.)
Development Consultants Private Limited

The Lessor hereby further covenants with the Lessee that the Lessee shall be provided with all facilities in regard to sewer connections, water-supply, electric connection, roads and other amenities as may be available to other Lessees in respect of other plots of land of the Bidhannagar (Salt Lake City). Facility of services such as roads, sewer and drain lines, water lines and electricity will be made available at the peripheral roads (where such lines have been taken as per planning) abounding the demised premises from which connection will be taken by the Lessee at his/ her/ their own cost.

Prior written approval of Government for all such connections should be obtained and the Government reserves the right to insist on effecting such connections by itself at the cost of the Lessee.

4. Provided always that if there be 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 demise 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.

Amal 10/4/08
A. Mukhopadhyay, WBCS (Exe.)
O.S.D & Dy. Secretary
Urban Development Department
Govt. Of West Bengal

Sandip Kumar Ghose
Sandip Kumar Ghose
Executive Director Corporate Affairs
Development Consultants Private Limited

Anilabha Goswami
Lt Col (Retd.) Anilabha Goswami
General Manager (Admin.)
Development Consultants Private Limited



Executive Director Corporate Affairs
Sandeep Kumar Ghose
Development Consultants Private Limited

General Manager (Admin.)
Lt. Col (Retd.) Anilabha Goswami
Development Consultants Private Limited

Development Consultants Private Limited
(Pvt. Ltd.)

9 MAY 2008

THE SCHEDULE ABOVE REFERRED TO

All that leasehold land measuring 243.625 cottah be the land a little more or less Plot No. E-1 in Block EP & GP in Sector - V of the Bidhannagar in the district of North Twenty-four Parganas, Police Station - Bidhannagar, Registration Office - Bidhannagar.

Boundaries ---

On the North : By Plot No. E 2-1 & E 2-2
On the East : By Munsir Bhari
On the South : By 20.72 Mtrs Wide Road
On the West : By Plot no. J1 + F1 and 15 Mtrs. Wide Road
(Part of the Road)

Stamp duty amounting to Rs. 5,20,748/- (Rupees Five Lakhs Twenty Thousand Seven Hundred Forty Eight only) as assessed by the A.D.S.R., Bidhan Nagar on 09.04.2008 paid by State Bank of India Demand Draft No. 460253 dated 10.04.2008 drawn on State Bank of India, Service Branch, Calcutta in favour of A.D.S.R., Bidhan Nagar, Salt Lake City.

In witness hereof the parties to these presents have hereunto set and subscribed their respective hands the day, month and year first above written.

Drafted as per Govt. pro forma and
Signed for and on behalf of the Governor of the
State of West Bengal by the Deputy / Assistant Secretary,
Government of West Bengal, Urban Development Department,
In the presence of ---

Amal 10/4/08
J. Mukhopadhyay, WBCS (Exe.)
O.S.D & Dy. Secretary
Urban Development Department
Govt. Of West Bengal

Dilip Kumar Halder
10.4.08
DILIP KUMAR HALDER, WBSS
Special Officer.
Urban Development Department,
Govt. of West Bengal.

Signed, sealed and delivered for and on
behalf of the Lessee in the presence of -

Sandip Kumar Ghose
Sandip Kumar Ghose
Executive Director Corporate Affairs
Development Consultants Private Limited

1) *[Signature]*
24, Park Street, Kol-700016

2) *[Signature]*
24, Park Street, Kol-700016.

Anilabha Goswami
Lt Col (Retd.) Anilabha Goswami
General Manager (Admin.)
Development Consultants Private Limited



[Handwritten signature]

राज्यपालक क्षेत्रीय प्रशासनिक
अधीनस्थ (सह सहायक)

9 MAY 2008

SPECIMEN FORM FOR TEN FINGERPRINTS



Sandip Kumar Ghosh

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Anilabha Goswami

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

Handwritten notes in the top right corner, including the word "final" written diagonally.

Handwritten notes in the middle right section, including the word "final" written diagonally.



Handwritten text in purple ink, possibly a signature or name, written in a South Asian script.

9 MAY 2008

Government Of West Bengal
Office of the A. D. S. R. BIDHAN NAGAR
BIDHAN NAGAR
Endorsement For deed Number :I-05967 of :2008
(Serial No. 04818, 2008)

On 09/05/2008

Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number :35 (a),35(b) of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.-10/-

Payment of Fees:

Fee Paid in rupees under article : A(1) = 80388/- ,A2(a) = 20097/- on:09/05/2008

Deficit stamp duty

Deficit stamp duty : Rs 520748/- is paid by the draft no. :460253, Draft date:10/04/2008, Bank name:STATE BANK OF INDIA, Commercial Br., recieved on :09/05/2008.

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

Presented for registration at 13.13 on :09/05/2008,at the Office of the A. D. S. R. BIDHAN NAGAR by Sandip Kr Ghose,one of the Claimants.

Admission of Execution(Under Section 58)

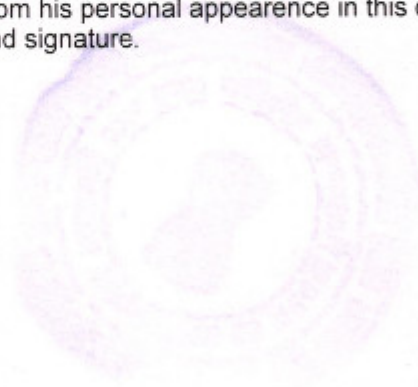
Execution is admitted on :09/05/2008 by

1. Sandip Kr Ghose,Director,Development Conculants P Ltd,24 B Park St, profession :----
2. Anilabha Goswami,G M Admin,Development Conculants P Ltd,24 B Park St, profession :----

Identified By S Ghosh Dastridar, son of A D V . Thana: ., by caste Hindu,By Profession :----

Admission Execution(for exempted person)

1.Execution by D Mukhopdhyay who is exempted from his personal appearence in this office under section 88 of Registration Act XVI of 1908, is proved by his seal and signature.


[Nurul Amin Khan]
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF BIDHAN
NAGAR
Govt. of West Bengal



ಇಂಜಿನಿಯರಿಂಗ್ ವಿಭಾಗ
ಬೆಂಗಳೂರು (ಸಹ) ಹೆಚ್.ಆರ್.ಎಸ್.

9 MAY 2008


Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue



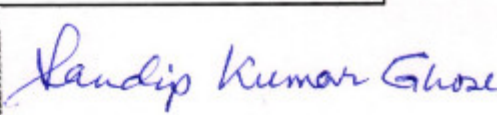



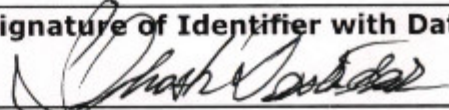
Office of the A. D. S. R. BIDHAN NAGAR, District- North 24-Parganas

Signature / LTI Sheet of Serial No 04818 / 2008 Document Number (I -05967,2008)

I . Signature of the Presentant

Name of the Presentant	Signature with date
Sandip Kr Ghose	 09.05.2008

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

Sl No	Admission of Execution By	Status	Photo	Finger Print	Signature
1.	Sandip Kr Ghose	Self		 LTI	
2.	Anilabha Goswami	Self		 LTI	
Name of Identifier of above Person(s)				Signature of Identifier with Date	
S Ghosh Dastridar					
PS-,,,					

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Handwritten text, possibly a name, located on the left side of the page.

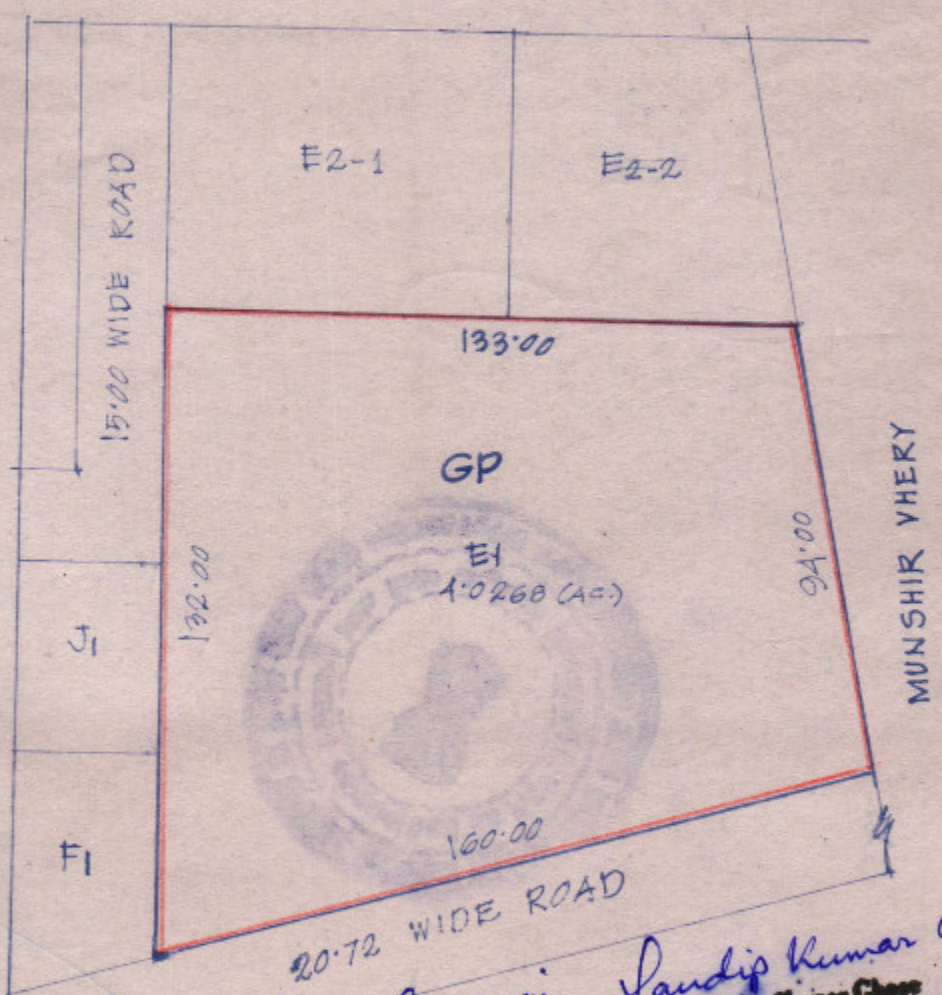


Handwritten signature in black ink above a purple rectangular stamp containing text in a non-Latin script.

9 MAY 2008

AKB

SHOWING THE SITE PLAN OF SEC-V
 BLOCK— GP, PLOT NO- E1. AT ELECTRONICS COMPLEX,
 SALT LAKE CITY. SCALE. 1:500



Anilabha Goswami
 Lt Col (Retd.) Anilabha Goswami
 General Manager (Admin.)
 Development Consultants Private Limited

Sandip Kumar Ghose
 Sandip Kumar Ghose
 Executive Director Corporate Affairs
 Development Consultants Private Limited

CHKD. 13/1/01 *[Signature]* 12/11/2001
 DRAWING BY. *[Signature]* 12/11/01

[Signature] 12/11/01
 EX. ENGINEER (DESIGN)
 B.L. R. & DEV. CIRCLE.

1899



Sandip Kumar Choudhary
Executive Director Corporate Affairs
Development Consultants Private Limited

Development Consultants Private Limited
(Pvt) Ltd
Sector-10, Gurgaon, Haryana

9 MAY 2008

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 6
Page from 4675 to 4687
being No 05967 for the year 2008.



(Nurul Amin Khan) 12-May-2008
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. BIDHAN NAGAR
West Bengal

RS Group Realty Pvt. Ltd.

(Constituted Attorney / Authorised Signatory)