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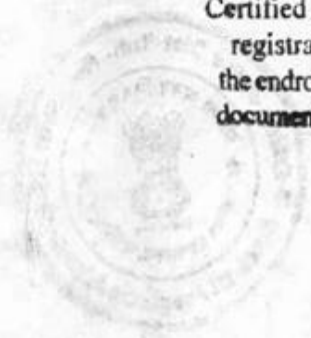
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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

N 476882

*M.La.*  
 7/4/17  
 12.47

Certified that the document is admitted in registration. The signature sheets and the endroement sheets attached with the document are the part of this document.



*M.La.*  
 District Sub-Register-III  
 Alipore, South 24-parganas

07 APR 2017

DEED OF LEASE

1. Date: 7<sup>th</sup> -April,2017
2. Place: Kolkata
3. Parties:

2747      06/4/2017

No. .... Date .....

Sold to.....

of.....

Rupees..... (660) .....

**DEBABRATA CHANDRA**  
Advocate  
High Court, Calcutta  
Regd. No.-F/413/238/2002

*Des*  
Samiran Das  
Stamp Vendor  
Alipore Police Court  
South 24 Pgs., Kol 27



I identified by me  
Debabrata Chandra  
Advocate  
High Court, Calcutta  
F/413/238/2002

District Sub-Registrar-III  
Alipore, South 24 Pergana.

07 APR 2017

- 3.1 **Li Yao Liang, (PAN AAZPL8818J)**, son of Late Li Chi Jung, an Indian Buddhist Businessman, residing at 91, Matheswartola Road, Post office – Gobindo Khatick, Kolkata-700046, Police Station Pragati Maidan (formerly Tiljala)

(Lessor, include successors-in-interest)

And

- 3.2 **Cordial Buildwell Private Limited, (PAN AAFCC0374F)** a company incorporated under the Companies Act, 1956, having its registered office at 11A/1C, East Topsia Road, Post Office Tangra, Police Station Pragati Maidan, Kolkata 700 046, District 24 Parganas (South), represented by its Director, **Mr. Kishan M Agarwal**, (Having PAN No **ADBPA 8961E**), son of Rambilas Agarwal, an Indian Hindu Businessman, residing at 36/1B ,Lala Lajput Rai Road Kolkata-700020, Police Station Bhowanipur. P.O. Lala Laj Path Rai Sarani
- 3.3 **Decisive Building Solutions Private Limited, (PAN AAECD4400A)** a company incorporated under the Companies Act, 1956, having its registered office at 11A/1C, East Topsia Road, Post Office Tangra, Police Station Pragati Maidan, Kolkata 700 046, District 24 Parganas (South), represented by its Director, **Mr. Bishan M Agarwal**, (Having PAN No **AFJPA 6544H**), son of Rambilas Agarwal, an Indian Hindu Businessman, residing at 36/1B ,Lala Lajput Rai Road Kolkata-700020, Police Station Bhowanipur. P.O. Lala Laj Path Rai Sarani
- 3.4 **Endorse Buildworth Private Limited, (PAN AADCE2030L)** a company incorporated under the Companies Act, 1956, having its registered office at 11A/1C, East Topsia Road, Post Office Tangra, Police Station Pragati Maidan, Kolkata 700 046, District 24 Parganas (South), represented by its Director **Mr. Bishan M Agarwal**, (Having PAN No **AFJPA 6544H**), son of Rambilas Agarwal, an Indian Hindu Businessman, residing at 36/1B ,Lala Lajput Rai Road Kolkata-700020, Police Station Bhowanipur. P.O. Lala Laj Path Rai Sarani
- 3.5 **Carnation Nirman Private Limited, (PAN AAEC4727H)** a company incorporated under the Companies Act, 1956, having its registered office at 44/6, Hazra Road, Kolkata-700019, Police Station + P.O. Ballygunge, represented by its authorized signatory, **Mr. Nikhil Musaddi**, (Having PAN NO. **AJRPM3167E** ), son of Pradeep Kumar Musaddi, an Indian Hindu working for gain, residing at 19, Sikdar Para Street, Kolkata-700 007, Police Station Posta, P.O. Burrobazar

(collectively **Lessees**, includes successors-in-interest and/or assigns).

Lessor and Lessees collectively **Parties** and individually **Party**.

**NOW THIS DEED OF LEASE WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:**

#### **4 Subject Matter of Lease**

- 4.1 **Said Share In Said Property:** 1/3<sup>rd</sup> (one third) share and/or interest (**Said Share**) in (1) land measuring 1.75 (one point seventy five) decimal, equivalent to 1 (one) *cottah* 1 (one) *chittack* and 9 (nine) square feet, more or less **together with** structures and dwelling unit erected thereon measuring 150 (one hundred and fifty) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartola Road, Kolkata-700046, Police Station Pragati Maidan, within the limits of Ward No.66 of the Kolkata Municipal Corporation (**KMC**), comprised in a portion of C.S. *Dag* No. 457, recorded in C.S. *Khatian* No. 588, *Mouza* Tangra, J.L. No. 5, Sub-Registration District Alipore, District South 24 Parganas, more fully described in **Part I** of the 1<sup>st</sup> **Schedule** below (**First Land**) (2) land measuring 11.52 (eleven point five two) decimal, equivalent to 6 (six) *cottah* 15 (fifteen) *chittack* and 23 (twenty three)

square feet, more or less **together with** structures and dwelling units erected thereon measuring 540 (five hundred and forty) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartola Road, Kolkata-700046, Police Station Pragati Maidan, within the limits of Ward No. 66 of KMC, comprised in a portion of C.S. *Dag* No. 455, recorded in C.S. *Khatian* No. 588, *Mouza* Tangra, J.L. No. 5, Sub-Registration District Alipore, District South 24 Parganas, more fully described in **Part II** of the **1<sup>st</sup> Schedule** below (**Second Land**) (3) land measuring 1.3 (one point three) decimal, equivalent to 12 (twelve) *chittack* and 26 (twenty six) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartola Road, Kolkata-700046, Police Station Pragati Maidan, within the limits of Ward No. 66 of KMC, comprised in a portion of C.S. *Dag* No. 455/554, recorded in C.S. *Khatian* No. 588, *Mouza* Tangra, J.L. No. 5, Sub-Registration District Alipore, District South 24 Parganas, more fully described in **Part III** of the **1<sup>st</sup> Schedule** below (**Third Land**) (4) land measuring 10.45 (ten point four five) decimal, equivalent to 6 (six) *cottah* 5 (five) *chittack* and 7 (seven) square feet, more or less **together with** structures and dwelling units erected thereon measuring 340 (three hundred and forty) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartola Road, Kolkata-700046, Police Station Pragati Maidan, within the limits of Ward No. 66 of KMC, comprised in a portion of C.S. *Dag* No. 458, recorded in C.S. *Khatian* No. 353, *Mouza* Tangra, J.L. No. 5, Sub-Registration District Alipore, District South 24 Parganas, more fully described in **Part IV** of the **1<sup>st</sup> Schedule** below (**Fourth Land**) and (5) land measuring 6.65 (six point six five) decimal, equivalent to 4 (four) *cottah* and 17 (seventeen) square feet, more or less **together with** structures and dwelling units erected thereon measuring 240 (two hundred and forty) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartola Road, Kolkata-700046, Police Station Pragati Maidan, within the limits of Ward No. 66 of KMC, comprised in a portion of C.S. *Dag* No. 461, recorded in C.S. *Khatian* No. 113, *Mouza* Tangra, J.L. No. 5, Sub-Registration District Alipore, District South 24 Parganas, more fully described in **Part V** of the **1<sup>st</sup> Schedule** below (**Fifth Land**), the First Land, the Second Land, the Third Land, the Fourth Land and the Fifth Land collectively delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and collectively **Said Property**. The Said Share in Said Property **together with** all benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature of the Lessor in the Said Share of the Said Property and appurtenances and inheritances for access and user thereof is the subject matter of this Deed of Lease and is more fully described in the **2<sup>nd</sup> Schedule** below (**Said Share In Said Property**).

## 5 Background

- 5.1 Ownership of First Land, Second Land and Third Land:** By a Deed of Conveyance dated 29<sup>th</sup> April, 1972, registered in the Office of the Joint Sub-Registrar at Alipore, in Book No. I, Volume No.35, at Pages 104 to 111, being Deed No. 1710 for the year 1972, Li Yao Li, Li Yao Hung the Lessor jointly purchased the entirety of the First Land, the Second Land and the Third Land from Manmotha Nath Khamrui.
- 5.2 Ownership of Fourth Land:** By a Deed of Conveyance dated 28<sup>th</sup> August, 1971, registered in the Office of the Joint Sub-Registrar at Alipore, in Book No. I, Volume No. 75, at Pages 162 to 169, being Deed No. 3750 for the year 1971, Li Yao Li, Li Yao Hung and the Lessor herein jointly purchased the entirety of the Fourth Land from Ishani Bala Debi and Santu Kumar Mukhopadhyay.
- 5.3 Ownership of Fifth Land:** By a Deed of Conveyance dated 28<sup>th</sup> October, 1971, registered in the Office of the Joint Sub-Registrar at Alipore, in Book No. I, Volume No. 98, at Pages 1 to 7, being Deed No.4337 for the year 1971, Li Yao Li, Li Yao Hung and the Lessor jointly purchased the entirety of the the Fifth Land from Samsuddin Ahmed, Md. Amin, Md. Yasin, Tara Bibi, Samsunehar, Sakina Bibi and Fatu Bibi.

- 5.4 Ownership of Said Property:** In the circumstances aforesaid, Li Yao Li, Li Yao Hung and the Lessor jointly became the owners of the entirety of the Said Property comprising of the First Land, the Second Land, the Third Land, the Fourth Land and the Fifth Land, each having 1/3<sup>rd</sup> (one-third) share and/or interest therein.
- 5.5 Lessor's Ownership of Said Share In Said Property:** Also in the circumstances aforesaid, the Lessor herein became the sole and absolute owner of the Said Share In Said Property (which is a part of the Said Property) and is in enjoyment of the Said Share In Said Property.
- 5.6 Discussions and Negotiations:** With the intention of granting and taking a lease of the Said Share In Said Property (**Lease**), discussions and negotiations have taken place between the Lessor and the Lessees.
- 5.7 Recording:** Certain terms and conditions have been finalized between the Parties for grant of Lease of the Said Share In Said Property by the Lessor to the Lessees and such terms and conditions are being recorded by this Deed of Lease.

## **6 Basic Understanding**

**6.1 Lease of Said Share In Said Property:** The Lessor has agreed to grant to the Lessees Lease of the Said Share In Said Property described in the 2<sup>nd</sup> **Schedule** below and the Lessees have agreed to take such Lease on the terms and conditions mentioned in this Deed of Lease.

**6.2** It has been mutually decided and agreed upon amongst the Lessees that the benefit of the lease under this Deed of Lease shall be shared by and between the Lessees as follows:

Cordial Buildwel Private Limited (Lessee No. 3.2) - 33.3% (thirty three point three) percent

Decisive Building Solutions Private Limited (Lessee No. 3.3) – 33.3% (thirty three point three) percent

Endorse Buildworth Private Limited (Lessee No. 3.4) – 33.3% (thirty three point three) percent

Carnation Nirman Private Limited (Lessee No.3.5) – 0.1% (zero point one) percent

The Lessor is aware of the aforesaid sharing of the Lease right amongst the Lessees and accepts to the same. The Lessor further assures and confirms that he has no objection to the sharing of the right and benefit under this Deed of Lease amongst the Lessees as aforesaid.

## **7 Grant**

**7.1 Demise by Lessee:** In consideration of a sum of Rs.1,45,00,000/- (Rupees One Crore Forty five lakhs only) paid by the Lessees to the Lessor at or before the execution of these presents as and by way of premium and/or salami, receipt of which the Lessor hereby and by the Receipt And Memo of Consideration hereunder written, admits and acknowledges and in consideration of payment of the Lease Rent (defined in Clause 8.1 below) hereby reserved and in further consideration of the various covenants, conditions and stipulations herein contained and on the part of the Lessees to be paid, performed and observed, the Lessor hereby demises and grants to and in favour of the Lessees the Lease of the Said Share In Said Property described in the 2<sup>nd</sup> **Schedule** below for a period of 999 (nine hundred and ninety nine) years commencing on and with effect from the date of execution of this Deed of Lease (**Commencement Date**) and expiring on 06 - 01 - 3016 (**Tenure**).

## 8. Lease Rent and Payment

- 8.1 **Lease Rent:** The Lessees shall pay to the Lessor a sum of Rs.1/- (Rupees one hundred) per year as rent of the Said Share In Said Property (**Lease Rent**). The Lease Rent shall remain fixed and shall not escalate under any circumstances during the Tenure.
- 8.2 **Payment:** The Lease Rent shall be paid on or before the 15<sup>th</sup> day of January of each and every year for the succeeding year for which the same shall become due and payable without any abatement or deduction on any account whatsoever or howsoever excepting that for the first year, that is the year 2017, the Lease Rent shall be paid immediately after signing of this Deed of Lease and although being paid in April, shall be and deemed to be for the full year of 2017. The next date of payment of the Lease Rent shall be on or before 15<sup>th</sup> January, 2018.
- 8.3 **Exclusions:** It is clarified that the Lease Rent shall not include (1) all future municipal rates, taxes and surcharge on the Said Share In Said Property and (2) all other levies and taxes of every nature whatsoever imposed by the Central Government, State Government and Statutory Authorities in respect of the Said Share In Said Property.

## 9. Covenants

- 9.1 **By Lessees:** The Lessees covenant that:
- 9.1.1 **Handing over Possession:** The Lessees shall hand over peaceful and vacant possession of the Said Share In Said Property at the end of the Tenure in as good condition as received by the Lessees, except usual wear and tear and/or damages by fire or acts of God, riot or other civil commotion, war, enemy action and/or other cause not within the control of the Lessees.
- 9.1.2 **Indemnity:** The Lessees shall keep the Lessor indemnified against all actions, claims, demands and expenses on account of performance or non performance and omission or commission by the Lessees of any of the terms, conditions and stipulations of this Deed of Lease that may be found prejudicial to the interest of the Lessor.
- 9.2 **By Lessor:** The Lessor covenant that:
- 9.2.1 **Peaceful Holding:** Upon the Lessees paying the Lease Rent hereby reserved in the manner herein provided and observing and performing the covenants, conditions and stipulations herein contained and on the Lessees' part to be observed and performed, the Lessees shall peaceably and quietly hold, possess and enjoy the Said Share In Said Property during the Tenure without any interruption, disturbance, claim and demand by the Lessor or any person lawfully claiming under or in trust for the Lessor.
- 9.2.2 **Construction:** The Lessees shall be entitled to prepare and submit map or plan to the KMC and other concerned authority for construction erection and completion of new building or buildings on the Said Share In Said Property and to sign and execute the same and do all necessary lawful acts for sanction of plans and construction of new building or buildings thereon, at the risk, cost and responsibility of the Lessees.
- 9.3 **By Parties with Each Other:** The Parties covenant with each other that:
- 9.3.1 **Electricity Meter:** The Lessees shall be entitled to apply for electricity connection and the Lessor has no objection in this regard and for which no further consent of the Lessor shall be required and these presents by itself is and shall be deemed to be such consent..

- 9.3.2 **Signage:** The Lessees shall be entitled to erect hoarding/glow-sign on any part or portion of the Said Share In Said Property.
- 9.3.3 **Assignment:** The Lessees shall be entitled to assign, sub-lease, sub-let, charge and mortgage the leasehold interest in the Said Share In Said Property for which no further consent of the Lessor shall be required and these presents by itself is and shall be deemed to be such consent.
- 9.3.4 **Tax Payment:** The Lessees shall be liable and have agreed to make payment of all amounts payable on account of municipal rates taxes and other outgoings payable in respect of the Said Share In Said Property.
- 9.3.5 **Transferrable:** This Lease is transferrable and the Lessees shall be entitled to sub-let, under-let, assign and transfer the Said Share In Said Property or part thereof to any third party/person. In such event if any extra municipal tax is levied, the same shall be paid by the Lessees.
- 9.3.6 **Stamp Duty:** The stamp duty and all other expenses in respect of this Deed of Lease shall be borne and paid by the Lessees.

## 10. Termination

- 10.1 **Grounds:** Except for default in the manner mentioned in Clause 10.2 below, the Lessor shall not be entitled to terminate this Lease.
- 10.2 **No Re-Entry:** The Lessor has agreed not to exercise the right of re-entry unless the Lease Rent remains in arrears for 3 (three) consecutive years. In the event of the Lessees failing to make payment of the Lease Rent for a consecutive period of 3 (three) years and/or committing breach of any of the terms and conditions herein contained, the Lessor, before termination of this Lease, shall give to the Lessees notice in writing of 60 (sixty) days (**Curing Period**) for remedying and/or rectifying such breaches and/or laches and if within the Curing Period the Lessees fail to remedy and/or rectify the said breaches and/or laches, then and in such event it shall be lawful for the Lessor to determine and/or terminate this Lease and re-enter upon the Said Share In Said Property.

## 11. Other Conditions

- 11.1 **Acquisition:** In case of acquisition of the Said Share In Said Property by any authority under the Land Acquisition Act or any other law for the time being in force within the Tenure, this Lease shall stand determined and the compensation payable by the authority acquiring the Said Share In Said Property shall be paid and received by the Lessees without any right or claim on the part of the Lessor.
- 11.2 **Requisition:** In the event of the Said Share In Said Property or any part thereof being requisitioned, the compensation payable consequent to such requisition shall belong to and be received by the Lessees to the exclusion of the Lessor.
- 11.3 **Amalgamation:** The Lessees shall, at their own risk, cost and responsibility, be entitled to and are hereby authorized by the Lessor to amalgamate the Said Share In Said Property with any other property which is adjacent and/or neighbouring and/or in any way connected to the Said Share In Said Property and no consent of the Lessor would be necessary and/or required in this regard and this Deed by itself is and shall be treated as the consent of the Lessor. The Lessees shall be entitled to have ingress and egress right from any of such adjacent and/or neighbouring property.

12. **Powers and Authorities**

- 12.1 **Hereby Granted:** The Lessor do hereby appoint the Lessees as their authorized representatives and hereby grant the following powers and authorities in respect of the Said Share In Said Property:
- 12.1.1 **Soil Testing:** To have the soil tested and the Said Share In Said Property surveyed.
- 12.1.2 **Conversion:** To apply for and obtain permission for conversion of the user.
- 12.1.3 **Sanction:** To prepare or cause to be prepared maps or plans and submit the same for sanction to the authorities concerned for construction of new building and/or buildings.
- 12.1.4 **Construction:** To apply for and obtain all necessary permissions, approvals, consents and/or sanctions as may be necessary and/or required for construction, erection and completion of the said new building and/or buildings.
- 12.1.5 **Execution:** To sign and execute all plans, applications, declarations and affidavits as may be required by various authorities from time to time for obtaining the sanction of the maps or plans from the authorities concerned and also for the purpose of construction, erection and completion of the said new building and/or buildings.
- 12.1.6 **Registration:** To sign and execute all documents and to cause the same to be duly registered with the concerned registration authorities.
- 12.1.7 **Appearance:** To appear and represent the Lessor before all concerned statutory bodies and/or authorities including KMC, KMDA and Tribunals and/or courts and to sign all papers, pleadings, declarations and representations on behalf of the Lessor.
- 12.1.8 **Rent Collection:** To realize and/or receive rents, issues, profits, benefits and usufructs in respect of the Said Share In Said Property and to grant receipts and discharge for the same in full settlement and/or satisfaction as facts and circumstances may require arise and justify.
- 12.1.9 **Representation:** To appear and to do and perform all necessary acts and deeds in all Courts i.e. Civil, Revenue or Criminal whether original or appellate and in the Registration Office, Income Tax Office and any Government Office, KMC and in the offices of any other local body or authority in connection with and/or touching and/or in relation to the Said Share In Said Property or any portion or portions thereof.
- 12.1.10 **Litigation:** To file suit and to defend the Lessor in any suit brought against the Lessor and in this regard to sign and verify plaints, written statements, petitions including petitions of claims and objections, affidavits, memorandum of appeal and all other pleadings and applications and to file the same in any such court or office in connection with and/or in relation to and/or touching the Said Share In Said Property.
- 12.1.11 **Outgoings:** To pay all rates and taxes and other outgoings and impositions in respect of the Said Share In Said Property or any portion or portions thereof and to obtain receipts for such payments.
- 12.1.12 **Appointment:** To appoint any Advocate, Pleader, Barrister at Law, Solicitor, Supreme Court Agent or Supreme Court Advocate, Revenue Agent or any other legal practitioner or Lawyer.



- 12.1.13 **Deposit:** To deposit money into and withdraw money from any Court or public authority.
- 12.1.14 **Bond:** To sign and execute any Bond of Indemnity or paper or receipt and to do and perform all acts and deeds for and in respect of and in connection with and for having and getting and receiving any claim.
- 12.1.15 **Conveyance:** To execute and register conveyance of the reversionary right in the Said Share In Said Property in such manner as may be deemed fit by the Lessees.
- 12.1.16 **General Acts:** To generally do all such acts deeds and things in the name of the Lessor by virtue of such power and authority granted and the Lessor hereby ratify and agree to ratify all acts deeds and things which may be done by the Lessees lawfully into or upon and/or in connection with the Said Share In Said Property.

### 13. Arbitration

- 13.1 **Dispute Referral System:** All disputes and differences between the Parties hereto in any way touching or concerning these presents or as regards the rights and liabilities of the Parties hereto or as regards the interpretation, scope or effect of any of the terms and condition herein contained shall be resolved by referring the same to arbitration of a tribunal comprising of 1 (one) arbitrator nominated by the Lessor, 1 (one) arbitrator nominated jointly by the Lessees and the presiding arbitrator nominated jointly by the first 2 (two) arbitrators. (**Arbitral Tribunal**). Such arbitration shall be carried out in terms of the Arbitration and Conciliation Act, 1996.
- 13.2 **Jurisdiction of Courts:** Courts at Kolkata alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents.

**1<sup>st</sup> Schedule  
(Said Property)  
Part I  
(First Land)**

Land measuring 1.75 (one point seventy five) decimal, equivalent to 1 (one) *cottah* 1 (one) *chittack* and 9 (nine) square feet, more or less **together with** structures and dwelling unit erected thereon measuring 150 (one hundred and fifty) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartola Road, Kolkata-700046, Police Station Pragati Maidan, within the limits of Ward No.66 of the Kolkata Municipal Corporation, comprised in a portion of C.S. *Dag* No. 457, recorded in C.S. *Khatian* No. 588, *Mouza* Tangra, J.L. No. 5, Sub-Registration District Alipore, District South 24 Parganas and butted and bounded as follows:

<b>On the North</b>	: By <i>Dag</i> No.457(P), being a portion of Premises No.47, Matheswartola Road, Kolkata-700046
<b>On the East</b>	: By Municipal Road known as Matheswartola Road
<b>On the South</b>	: By <i>Dag</i> No.457(P), being a portion of Premises No.24C/1, Matheswartola Road, Kolkata-700046
<b>On the West</b>	: By <i>Dag</i> No.455(P), being a portion of Premises No.47, Matheswartola Road, Kolkata-700046

**Together with** all benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Lessor in the First Land and appurtenances and inheritances for access and user thereof.

**Part II  
(Second Land)**

Land measuring 11.52 (eleven point five two) decimal, equivalent to 6 (six) *cottah* 15 (fifteen) *chittack* and 23 (twenty three) square feet, more or less **together with** structures and dwelling units erected thereon measuring 540 (five hundred and forty) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartola Road, Kolkata-700046, Police Station Pragati Maidan, within the limits of Ward No. 66 of the Kolkata Municipal Corporation, comprised in a portion of C.S. *Dag* No. 455, recorded in C.S. *Khatian* No. 588, *Mouza* Tangra, J.L. No. 5, Sub-Registration District Alipore, District South 24 Parganas and butted and bounded as follows:

- On the North** : By *Dag* No.455(P), being a portion of Premises No.47, Matheswartola Road, Kolkata-700046
- On the East** : By *Dag* No.457(P), being a portion of Premises No.47, Matheswartola Road, Kolkata-700046
- On the South** : By *Dag* No.455(P), being a portion of Premises No.24C/1, Matheswartola Road, Kolkata-700046
- On the West** : By *Dag* No.455/554(P), being a portion of Premises No.47, Matheswartola Road, Kolkata-700046

**Together with** all benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Lessor in the Second Land and appurtenances and inheritances for access and user thereof.

**Part III  
(Third Land)**

Land measuring 1.3 (one point three) decimal, equivalent to 12 (twelve) *chittack* and 26 (twenty six) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartola Road, Kolkata-700046, Police Station Pragati Maidan, within the limits of Ward No. 66 of the Kolkata Municipal Corporation, comprised in a portion of C.S. *Dag* No. 455/554, recorded in C.S. *Khatian* No. 588, *Mouza* Tangra, J.L. No. 5, Sub-Registration District Alipore, District South 24 Parganas and butted and bounded as follows:

- On the North** : By *Dag* No.455/554(P), being a portion of Premises No.47, Matheswartola Road, Kolkata-700046
- On the East** : By *Dag* No.455(P), being a portion of Premises No.47, Matheswartola Road, Kolkata-700046
- On the South** : By *Dag* No.455/554(P), being a portion of Premises No.24C/1, Matheswartola Road, Kolkata-700046
- On the West** : By *Dag* No.458(P), being a portion of Premises No.47, Matheswartola Road, Kolkata-700046

**Together with** all benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Lessor in the Third Land and appurtenances and inheritances for access and user thereof.

**Part IV  
(Fourth Land)**

Land measuring 10.45 (ten point four five) decimal, equivalent to 6 (six) *cottah* 5 (five) *chittack* and 7 (seven) square feet, more or less **together with** structures and dwelling units erected thereon measuring 340 (three hundred and forty) square feet, more or less, situate, lying at and

being a portion of Municipal Premises No. 47, Matheswartola Road, Kolkata-700046, Police Station Pragati Maidan, within the limits of Ward No. 66 of the Kolkata Municipal Corporation, comprised in a portion of C.S. *Dag* No. 458, recorded in C.S. *Khatian* No. 353, *Mouza* Tangra, J.L. No. 5, Sub-Registration District Alipore, District South 24 Parganas and butted and bounded as follows:

- On the North** : By *Dag* No.458(P), being a portion of Premises No.47, Matheswartola Road, Kolkata-700046
- On the East** : By *Dag* No.455/554(P), being a portion of Premises No.47, Matheswartola Road, Kolkata-700046
- On the South** : By *Dag* No.458(P), being a portion of Premises No.24C/1, Matheswartola Road, Kolkata-700046
- On the West** : By *Dag* No.461(P), being a portion of Premises No.47, Matheswartola Road, Kolkata-700046

**Together with** all benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Lessor in the Fourth Land and appurtenances and inheritances for access and user thereof.

**Part V  
(Fifth Land)**

Land measuring 6.65 (six point six five) decimal, equivalent to 4 (four) *cottah* and 17 (seventeen) square feet, more or less **together with** structures and dwelling units erected thereon measuring 240 (two hundred and forty) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartola Road, Kolkata-700046, Police Station Pragati Maidan, within the limits of Ward No. 66 of the Kolkata Municipal Corporation, comprised in a portion of C.S. *Dag* No. 461, recorded in C.S. *Khatian* No. 113, *Mouza* Tangra, J.L. No. 5, Sub-Registration District Alipore, District South 24 Parganas and butted and bounded as follows:

- On the North** : By *Dag* No.460, being a portion of Premises No.47, Matheswartola Road, Kolkata-700046
- On the East** : By *Dag* No.458(P), being a portion of Premises No.47, Matheswartola Road, Kolkata-700046
- On the South** : By *Dag* No.461(P), being a portion of Premises No.24C/1, Matheswartola Road, Kolkata-700046
- On the West** : By Municipal Premises No.46B, Matheswartola Road, Kolkata-700046

**Together with** all benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Lessor in the Fifth Land and appurtenances and inheritances for access and user thereof.

**2<sup>nd</sup> Schedule  
(Said Share In Said Property)  
[Subject Matter of this Deed of Lease]**

The Said Share, being 1/3<sup>rd</sup> (one-third) share and/or interest in the Said Property, ( more fully described in **Part I ,Part II , Part III, Part IV and Part V** of the 1<sup>st</sup> **Schedule above** and delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon), i.e equivalent to the land measuring **6 Cottah 6 Chittack and 17 square feet**, more or less **together with Tiles Shed structures and dwelling units erected thereon** equivalent to **423 square feet**, more or less, situate, lying at and being a portion of Municipal **Premises No. 47, Matheswartola Road, Kolkata-700046**, Police Station Pragati Maidan, within the limits of

Ward No.66 of the Kolkata Municipal Corporation, comprised in a portion of C.S. Dag No. 457, portion of C.S. Dag No. 455, portion of C.S. Dag No. 455/554, portion of C.S. Dag No. 458 and portion of C.S. Dag No. 461 recorded in C.S. Khatian No. 588, 353 and 113 Mouza Tangra, J.L. No. 5, Sub-Registration District Alipore, District South 24 Parganas, together with all benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature of the Lessor in the Said Share In Said Property and appurtenances and inheritances for access and user thereof.

14. Execution and Delivery

14.1 In Witness whereof the Parties hereto have executed this Deed of Lease on the date mentioned above.



[Lessor]

Cordial Bullwell Pvt. Ltd.

  
Director

Executive Building Solutions Pvt. Ltd.

  
Director

Endorse, Buildworth Pvt. Ltd.

  
Director

CARNATION NIRMAN PVT. LTD.

(Lessees)

Nikhil Muzaddi

AUTHORISED SIGNATORY

Witnesses:

Signature Rakesh Sharma

Name RAKESH SHARMA

Father's Name LATE SANTOSH SHARMA

Address 4, Deberda Ghosh,

Road, Kol-25

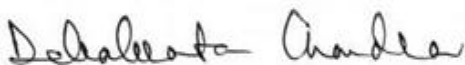
Signature 

Name Debabrata Chandra

Father's Name Lt. Abani Nath Chandra

Address 163, B.K. Rd, Kol-9

Drafted and prepared at my office,



(Debabrata Chandra, Advocate)

High Court, Calcutta

F/413/238/2002

### Receipt and Memo of Consideration

Received from the withinnamed Lessees the withinmentioned sum of Rs.1,45,00,000/- (Rupees One Crore forty five lakhs) towards full and final payment of premium for grant of lease of the Said Share In Said Property described in the 2<sup>nd</sup> Schedule above, in the following manner:

Lessee	Pay Order No.	Date	Bank/Branch	Amount (Rs.)	TDS (Rs.)	Net Amount (Rs.)
Cordial Buildwell Private Limited	896847	05-04-2017	Kotak Mahindra/ Park Street	47,80,215/-	48,285/-	48,28,500/-
Decisive Building Solutions Private Limited	896848	05-04-2017	Kotak Mahindra/ Park Street	47,80,215/-	48,285/-	48,28,500/-
Endorse Buildworth Private Limited	896849	05-04-2017	Kotak Mahindra/ Park Street	47,80,215/-	48,285/-	48,28,500/-
Carnation Nirman Private Limited	257587	06-04-2017	HDFC/ SPTEPHEN HOUSE	14,355/-	145/-	14,500/-
					Total:	1,45,00,000/-

*[Handwritten Signature]*

[Lessor]

Witnesses:

Signature Rakesh Sharma

Signature [Handwritten Signature]

Name RACEESH SHARMA

Name Debabrata Chandra

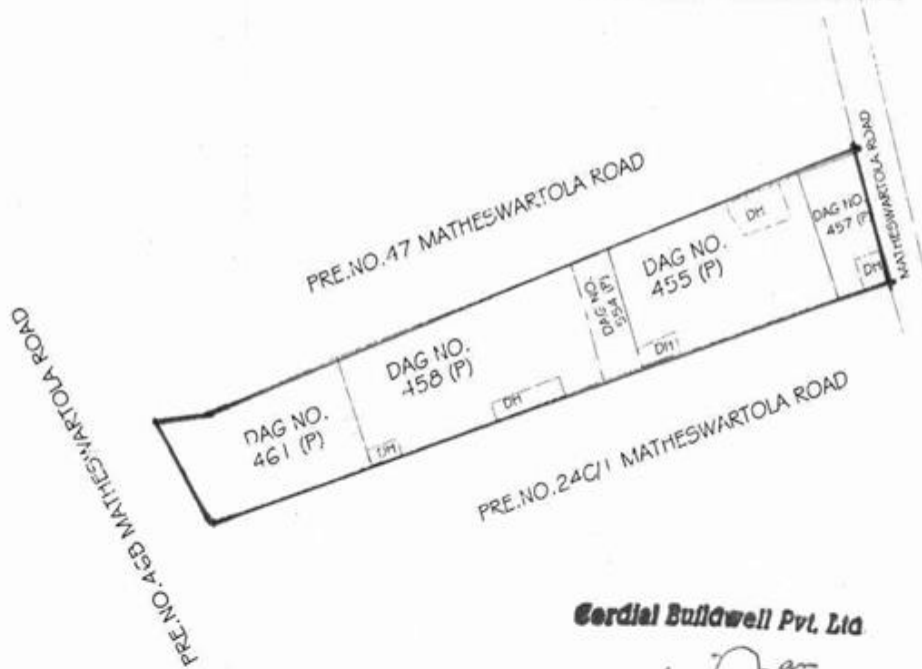
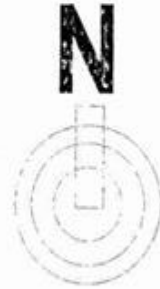
**SITE PLAN OF PREMISES NO.47 MATHESWARTOLA ROAD  
 COMPRISING C.S.DAG NO.457(P),455(P),455/554(P),458(P),  
 461(P), KHATI ANNO.588,113,353,MOUZA-TANGRA,J.L.NO.-5,  
 DIST.-SOUTH 24 PARGANAS , WARD NO.-66 , UNDER KOLKATA  
 MUNICIPAL CORPORATION.**

**TOTAL LAND AREA = 19 kt. 02 ch. 25 sft.**

**TOTAL COVERED AREA = 1270 sft.**

**AREA SHOWN IN RED BORDER**

DAG NO.	AREA		
	KH.	Ch.	SFT.
457(P)	1	0	42
455(P)	6	15	23
455/554(P)	0	12	26
458(P)	6	5	7
461(P)	4	0	17



*Li Yaw Liang*

**SIGNATURE OF LESSEES**

**Cordial Buildwell Pvt. Ltd**

*[Signature]*  
**Director**

**Ucative Building Solutions Pvt. Ltd.**

*[Signature]*  
**Director**

**Endorse Buildworth Pvt. Ltd.**

*[Signature]*  
**Director**




































**SIGNATURE OF LESSORS**

**CARNATION NIRMAN PVT. LTD.**












*Nikhil Musaddi*

**AUTHORISED SIGNATORY**

SPECIMEN FORM FOR TEN FINGERPRINTS

 <i>Li Yao Jiang</i>					
	(Left Hand)				
<i>Li Yao Jiang</i>					
	(Right Hand)				
 Cordial Bullwell Pvt. Ltd. <i>[Signature]</i> <b>Director</b>					
	(Left Hand)				
 Precisa Bullwin Solutions Pvt. Ltd. <i>[Signature]</i> <b>Director</b>					
	(Right Hand)				
 Precisa Bullwin Solutions Pvt. Ltd. <i>[Signature]</i> <b>Director</b>					
	(Left Hand)				
 Precisa Bullwin Solutions Pvt. Ltd. <i>[Signature]</i> <b>Director</b>					
	(Right Hand)				

Thumb 1st finger middle finger ring finger small finger

	left hand					
	right hand					

Endorse Buildwork Pvt. Ltd

Name Director

Signature \_\_\_\_\_

Thumb 1st finger middle finger ring finger small finger

	left hand					
	right hand					

CARNATION NEEMAN PVT LTD

Nikhil Muddadi

AUTHORISED SIGNATORY

Name \_\_\_\_\_

Signature \_\_\_\_\_

Thumb 1st finger middle finger ring finger small finger

PHOTO	left hand					
	right hand					

Name \_\_\_\_\_

Signature \_\_\_\_\_



## Major Information of the Deed

Deed No :	I-1603-01500/2017	Date of Registration	07/04/2017
Query No / Year	1603-0000472820/2017	Office where deed is registered	
Query Date	06/04/2017 1:28:22 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	DEBABRATA CHANDRA 163, BAITAKKHANA ROAD,Thana : Muchipara, District : Kolkata, WEST BENGAL, PIN - 700009, Mobile No. : 9230841673, Status :Advocate		
Transaction	Additional Transaction		
[0403] Lease, Lease	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 1,53,77,361/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,76,435/- (Article:35)	Rs. 1,59,546/- (Article:A(1), E, M(b), H)		
Remarks	Lease Period 999 Years s Advance/Premium Rs 1,45,00,000/- Average annual Rent Rs 1/- Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip. (Urban area)		

### Land Details :




District: South 24-Parganas, P.S:- Tangra, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Matheswartala Road, , Premises No. 47, Ward No: 66

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		6 Katha 6 Chatak 17 Sq Ft		1,52,51,095/-	Property is on Road
<b>Grand Total :</b>					<b>10.5577Dec</b>	<b>0 /-</b>	<b>152,51,095 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	423 Sq Ft.	0/-	1,26,266/-	Structure Type: Structure
Gr. Floor, Area of floor : 423 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 6 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
<b>Total :</b>		<b>423 sq ft</b>	<b>0 /-</b>	<b>1,26,266 /-</b>	

### Lessor Details :







SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Fringerprint	Signature
	<b>Mr LI YAO LIANG</b> Son of Late LI CHI JUNG Executed by: Self, Date of Execution: 07/04/2017 , Admitted by: Self, Date of Admission: 07/04/2017 ,Place : Office			
		07/04/2017	LTI 07/04/2017	07/04/2017




91, MATHESWARTOLA ROAD, P.O:- GOBINDO KHATICK, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700046 Sex: Male, By Caste: Buddhist, Occupation: Business, Citizen of: India, PAN No.:AAZPL8818JStatus :Individual

**Lessee Details :**

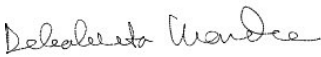
SI No	Name,Address,Photo,Finger print and Signature
1	<b>CORDIAL BUILDWELL PRIVATE LIMITED ( Private Limited Company )</b> 11A/1C, EAST TOPSIA ROAD, P.O:- TANGRA, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700046 PAN No.:AAFCC0374FStatus :Organization
2	<b>DECISIVE BUILDING SOLUTIONS PRIVATE LIMITED ( Private Limited Company )</b> 11A/1C, EAST TOPSIA ROAD, P.O:- TANGRA, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700046 PAN No.:AAECD4400AStatus :Organization
3	<b>ENDORSE BUILDWORTH PRIVATE LIMITED ( Private Limited Company )</b> 11A/1C, EAST TOPSIA ROAD, P.O:- TANGRA, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700046 PAN No.:AADCE2030LStatus :Organization
4	<b>CARNATION NIRMAN PRIVATE LIMITED ( Private Limited Company )</b> 44/6, HAZRA ROAD, P.O:- BALLYGUNGE, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019 PAN No.:AAECC4727HStatus :Organization

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	<b>Mr KISHAN M AGARWAL</b> Son of Mr RAMBILAS AGARWAL Date of Execution - 07/04/2017, , Admitted by: Self, Date of Admission: 07/04/2017, Place of Admission of Execution: Office			
		Apr 7 2017 2:22PM	LTI 07/04/2017	07/04/2017
	36/1B, LALA LAJPUT RAI ROAD, P.O:- L L R SARANI, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:ADBPA8961E Status : Representative, Representative of : CORDIAL BUILDWELL PRIVATE LIMITED (as DIRECTOR)			
2	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	<b>Mr BISHAN M AGARWAL</b> Son of Mr RAMBILAS AGARWAL Date of Execution - 07/04/2017, , Admitted by: Self, Date of Admission: 07/04/2017, Place of Admission of Execution: Office			
		Apr 7 2017 2:21PM	LTI 07/04/2017	07/04/2017
	36/1B, LALA LAJPUT RAI ROAD, P.O:- L L R SARANI, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:AFJPA6544H Status : Representative, Representative of : DECISIVE BUILDING SOLUTIONS PRIVATE LIMITED (as DIRECTOR), ENDORSE BUILDWORTH PRIVATE LIMITED (as DIRECTOR)			

3	Name	Photo	Finger Print	Signature
	<b>Mr NIKHIL MUSADDI (Presentant )</b> Son of Mr PRADEEP KUMAR MUSADDI Date of Execution - 07/04/2017, , Admitted by: Self, Date of Admission: 07/04/2017, Place of Admission of Execution: Office			
		Apr 7 2017 2:27PM	LTI 07/04/2017	07/04/2017
19, SIKDAR PARA STREET, P.O:- BORROBAZAR, P.S:- Posta, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700007, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:AJRPM3167E Status : Representative, Representative of : CARNATION NIRMAN PRIVATE LIMITED (as AUTHORIZED SIGNATORY)				

### Identifier Details :

Name & address	
Mr DEBABRATA CHANDRA Son of Late ABANI NATH CHANDRA 163, BAITAKKHANA ROAD, P.O:- R R M SARANI, P.S:- Muchipara, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700009, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Mr LI YAO LIANG, Mr KISHAN M AGARWAL, Mr BISHAN M AGARWAL, Mr NIKHIL MUSADDI	
	07/04/2017

### Endorsement For Deed Number : I - 160301500 / 2017

**On 07-04-2017**

#### Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 35 of Indian Stamp Act 1899.

#### Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 12:47 hrs on 07-04-2017, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr NIKHIL MUSADDI ,.

#### Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,53,77,361/-.

#### Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 )

Execution is admitted on 07/04/2017 by Mr LI YAO LIANG, Son of Late LI CHI JUNG, 91, MATHESWARTOLA ROAD, P.O: GOBINDO KHATICK, Thana: Tiljala, , South 24-Parganas, WEST BENGAL, India, PIN - 700046, by caste Buddhist, by Profession Business

Indetified by Mr DEBABRATA CHANDRA , , , Son of Late ABANI NATH CHANDRA, 163, BAITAKKHANA ROAD, P.O: R R M SARANI, Thana: Muchipara, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700009, by caste Hindu, by profession Advocate

**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative]**

Execution is admitted on 07-04-2017 by Mr KISHAN M AGARWAL, DIRECTOR, CORDIAL BUILDWELL PRIVATE LIMITED (Private Limited Company), 11A/1C, EAST TOPSIA ROAD, P.O:- TANGRA, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700046

Indetified by Mr DEBABRATA CHANDRA , , , Son of Late ABANI NATH CHANDRA, 163, BAITAKKHANA ROAD, P.O: R R M SARANI, Thana: Muchipara, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700009, by caste Hindu, by profession Advocate

Execution is admitted on 07-04-2017 by Mr BISHAN M AGARWAL, DIRECTOR, DECISIVE BUILDING SOLUTIONS PRIVATE LIMITED (Private Limited Company), 11A/1C, EAST TOPSIA ROAD, P.O:- TANGRA, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700046; DIRECTOR, ENDORSE BUILDWORTH PRIVATE LIMITED (Private Limited Company), 11A/1C, EAST TOPSIA ROAD, P.O:- TANGRA, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700046

Indetified by Mr DEBABRATA CHANDRA , , , Son of Late ABANI NATH CHANDRA, 163, BAITAKKHANA ROAD, P.O: R R M SARANI, Thana: Muchipara, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700009, by caste Hindu, by profession Advocate

Execution is admitted on 07-04-2017 by Mr NIKHIL MUSADDI, AUTHORIZED SIGNATORY, CARNATION NIRMAN PRIVATE LIMITED (Private Limited Company), 44/6, HAZRA ROAD, P.O:- BALLYGUNGE, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019

Indetified by Mr DEBABRATA CHANDRA , , , Son of Late ABANI NATH CHANDRA, 163, BAITAKKHANA ROAD, P.O: R R M SARANI, Thana: Muchipara, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700009, by caste Hindu, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 1,59,546/- ( A(1) = Rs 1,59,500/- ,E = Rs 14/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,59,546/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/04/2017 11:48AM with Govt. Ref. No: 192017180001413501 on 07-04-2017, Amount Rs: 1,59,546/-, Bank: ICICI Bank ( ICIC0000006), Ref. No. 1185135144 on 07-04-2017, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,76,435/- and Stamp Duty paid by Stamp Rs 1,000/-, by online = Rs 10,75,435/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 476882, Amount: Rs.1,000/-, Date of Purchase: 06/04/2017, Vendor name: Samiran Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/04/2017 11:48AM with Govt. Ref. No: 192017180001413501 on 07-04-2017, Amount Rs: 10,75,435/-, Bank: ICICI Bank ( ICIC0000006), Ref. No. 1185135144 on 07-04-2017, Head of Account 0030-02-103-003-02



**Md Shadman**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - III SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**

**Certificate of Registration under section 60 and Rule 69.**

**Registered in Book - I**

**Volume number 1603-2017, Page from 39391 to 39411**

**being No 160301500 for the year 2017.**



Digitally signed by ASISH GOSWAMI  
Date: 2017.04.12 13:57:18 +05:30  
Reason: Digital Signing of Deed.

**(Asish Goswami) 12/04/2017 13:57:17**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS**  
**West Bengal.**

**(This document is digitally signed.)**