

07954

ve-2263/13

I 07591/13



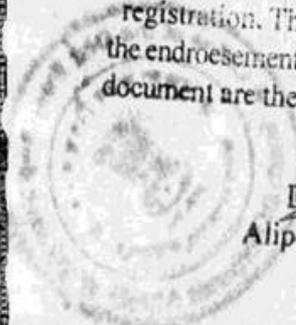
पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

West Bengal H- 229884

16/8/13  
7/2

Certified that the document is admitted to registration. The signature sheets and the endroesement sheets attached with the document are the past of this document.

By his Constituted Attorney



*[Signature]*  
District Sub-Register-III  
Alipore, South 24-parganas

(Constituted Attorney)

DEED OF LEASE

1. Date: 16<sup>th</sup> August, 2013
2. Place: Kolkata

No. 1657 Date 07/8/2013  
Sold to D. Chandre Reddy  
of High Court Cal  
Rupees 100

Das

Semiron Das  
Stamp Vendor  
Alipore Police Court  
South 24 Pgs., Kolkata

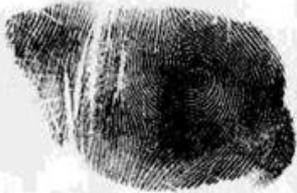
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ve-71-5002

Cardinal Buildwell Pvt. Ltd.

KISHAN M. ANARWAL  
Director



ve-71-5003

For Li Yao Liang  
By his Constituted Attorney

Hui Hao Li  
(Constituted Attorney)



Identified by me

Dababrata Chandra  
Advocate

High Court, Calcutta

[Signature]

District Sub-Registrar-III  
Alipore, South 24-Parganas  
16 AUG 2013



Government Of West Bengal  
Office Of the D.S.R. - III SOUTH 24-PARGANAS  
District:-South 24-Parganas

Endorsement For Deed Number : I - 07591 of 2013  
(Serial No. 07954 of 2013 and Query No. 1603L000015047 of 2013)

On 16/08/2013

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

Presented for registration at 19.00 hrs on :16/08/2013, at the Private residence by Mr. Kishan M Agarwal , one of the Claimants.

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

Execution is admitted on 16/08/2013 by

1. Mr. Kishan M Agarwal  
Director, Cordial Buildwel Private Limited, Pan No- Aafcc 0374f, Marshall House, Suite No- 807, 33/1, N S Road, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001.  
, By Profession : Others
  2. Mr. Bishan M Agarwal  
Director, Decisive Building Solutions Pvt. Ltd. Pan No- Aaecd 4400a, Marshall House, Suite No- 807, 33/1, S. N. Road, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001.  
, By Profession : Others
  3. Mr. Kishan M Agarwal  
Director, Endorse Buildworth Pvt. Ltd. Pan No- Aadce 2030I, Marshall House, Suite No- 807, 33/1, N S Road, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001.  
, By Profession : Others
  4. Mr. Rahul Chokany  
Director, Carnation Nirman Pvt. Ltd. Pan No- Aaecc 4727h, 44/6, Hazra Road, Kolkata, Thana:-Bullygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700019.  
, By Profession : Others
- Identified By Debabrata Chakraborty, son of . . , High Court Calcutta, District:-South 24-Parganas, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.

Executed by Attorney

Execution by

1. Hui Hao Li, son of Li Yao Liang , 91, Matheswartala Road, Kolkata, Thana:-Tiljala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700046 By Caste Others By Profession: Others,as the constituted attorney of Li Yao Liang is admitted by him.
- Identified By Debabrata Chakraborty, son of . . , High Court Calcutta, District:-South 24-Parganas, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.



( Rajendra Prasad Upadhyay )  
DISTRICT SUB-REGISTRAR-III OF SOUTH  
24-PARGANAS

*Rajendra Prasad Upadhyay*  
District Sub-Registrar-III  
Alipore, South 24-Parganas  
( Rajendra Prasad Upadhyay )

DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS



**Government Of West Bengal**  
**Office Of the D.S.R. - III SOUTH 24-PARGANAS**  
**District:-South 24-Parganas**

**Endorsement For Deed Number : I - 07591 of 2013**  
**(Serial No. 07954 of 2013 and Query No. 1603L000015047 of 2013)**

**On 19/08/2013**

**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.-6,21,11,491/-Lease Period 999 Years Advance/Premium Rs 3,25,00,000/- Average annual Rent Rs 200/-

Certified that the required stamp duty of this document is Rs.- 4347824 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

( Rajendra Prasad Upadhyay )  
DISTRICT SUB-REGISTRAR-III OF SOUTH  
24-PARGANAS

**On 21/08/2013**

**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, 4 of Indian Stamp Act 1899.

**Payment of Fees:**

Amount by Draft

1. Rs. 89387/- is paid , by the draft number 880163, Draft Date 14/08/2013, Bank Name State Bank of India, CHOWRINGHEE, received on 21/08/2013
2. Rs. 89387/- is paid , by the draft number 880161, Draft Date 14/08/2013, Bank Name State Bank of India, CHOWRINGHEE, received on 21/08/2013
3. Rs. 89387/- is paid , by the draft number 880159, Draft Date 14/08/2013, Bank Name State Bank of India, CHOWRINGHEE, received on 21/08/2013
4. Rs. 89387/- is paid , by the draft number 880157, Draft Date 14/08/2013, Bank Name State Bank of India, CHOWRINGHEE, received on 21/08/2013

( Under Article : A(1) = 357500/- ,E = 14/- ,H = 28/- ,M(b) = 4/- ,Excess amount = 2/- on 21/08/2013 )

**Deficit stamp duty**

Deficit stamp duty

1. Rs. 984250/- is paid , by the draft number 880162, Draft Date 14/08/2013, Bank : State Bank of India, CHOWRINGHEE, received on 21/08/2013
2. Rs. 984250/- is paid by the draft number 880160, Draft Date 14/08/2013, Bank : State Bank of India, CHOWRINGHEE, received on 21/08/2013



*Rajendra Prasad Upadhyay*  
District Sub-Registrar-III  
Alipore, South 24-Parganas

( Rajendra Prasad Upadhyay )

**DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS**

21/08/2013 15:45:00

EndorsementPage 2 of 3



**Government Of West Bengal**  
**Office Of the D.S.R. - III SOUTH 24-PARGANAS**  
**District:-South 24-Parganas**

**Endorsement For Deed Number : I - 07591 of 2013**  
**(Serial No. 07954 of 2013 and Query No. 1603L000015047 of 2013)**

3. Rs. 984250/- is paid , by the draft number 880158, Draft Date 14/08/2013, Bank : State Bank of India, CHOWRINGHEE, received on 21/08/2013
4. Rs. 984250/- is paid , by the draft number 880156, Draft Date 14/08/2013, Bank : State Bank of India, CHOWRINGHEE, received on 21/08/2013
5. Rs. 102500/- is paid , by the draft number 085376, Draft Date 20/08/2013, Bank : State Bank of India, CHOWRINGHEE, received on 21/08/2013
6. Rs. 102500/- is paid , by the draft number 085374, Draft Date 20/08/2013, Bank : State Bank of India, CHOWRINGHEE, received on 21/08/2013
7. Rs. 102500/- is paid , by the draft number 085375, Draft Date 20/08/2013, Bank : State Bank of India, CHOWRINGHEE, received on 21/08/2013
8. Rs. 102500/- is paid , by the draft number 880272, Draft Date 21/08/2013, Bank : State Bank of India, CHOWRINGHEE, received on 21/08/2013

( Rajendra Prasad Upadhyay )  
DISTRICT SUB-REGISTRAR-III OF SOUTH  
24-PARGANAS



*Rajendra Prasad Upadhyay*  
District Sub-Registrar-III  
Alipore, South 24-Parganas

( Rajendra Prasad Upadhyay )  
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

### 3. Parties

- 3.1 **Li Yao Liang**, son of Late Li Chi Jung, residing at 91, Matheswartala Road, Kolkata-700046, Police Station Pragati Maidan (PAN AAZPL8818J), represented by his constituted attorney, **Hui Hao Li**, (PAN AAZPL8819K), son of Li Yao Liang, residing at 91, Matheswartala Road, Kolkata-700046, Police Station Pragati Maidan, by and under a general power of attorney dated 23<sup>rd</sup> June, 2011, registered at the office of the A.R.A.-III, Kolkata and recorded in Book No. IV, C.D. Volume No.5, Pages 6287 to 6296, Being No. 03468 for the year 2011 and the same is in full force.

(Lessor, include successors-in-interest and/or assigns)

And

- 3.1 **Cordial Buildwel Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 33/1, N.S. Road, Marshall House, Suite No.807 Kolkata-700001, Police Station Hair Street (PAN AAFCC074F), represented by its Director Mr. Kishan M Agarwal, (Having PAN No ADBPA 8961E), son of Rambilas Agarwal, residing at 36/1B, Lala Lajput Rai Road Kolkata-700020, Police Station Bhowanipur
- 3.2 **Decisive Building Solutions Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 33/1, N.S. Road, Marshall House, Suite No.807 , Kolkata-700001, Police Station Hair Street (PAN AAECD4400A), represented by its Director Mr. Bishan M Agarwal, (Having PAN No AFJPA 6544H) son of Rambilas Agarwal, residing at 36/1B, Lala Lajput Rai Road Kolkata-700020, Police Station Bhowanipur
- 3.3 **Endorse Buildworth Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 33/1, N.S. Road, Marshall House Suite No.807 , Kolkata-700001, Police Station Hair Street (PAN AADCE2030L), represented by its Director Mr. Kishan M Agarwal, (Having PAN No ADBPA 8961E), son of Rambilas Agarwal, residing at 36/1B, Lala Lajput Rai Road Kolkata-700020, Police Station Bhowanipur.
- 3.4 **Carnation Nirman Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 44/6, Hazra Road, Kolkata-700019, Police Station Ballygunge (PAN AAEC4727H), represented by its Director Mr. Rahul Chokhany, ( **Having PAN NO. ACAPC 2036Q** ), son of Rajendra Kumar Chokhany, residing at 14/2A, Mandeville Gardens, Kolkata-700019, Police Station Ballygunge

(collectively Lessees, includes successors-in-interest).

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:** Undivided 1/3<sup>rd</sup> (one third) share and/or interest (Said Share) in (1) land measuring 3 (three) decimal equivalent to 1 (one) *cottah* 13 (thirteen) *chittack* and 1.80 (one point eight zero) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartala Road,



veti-5004

**Beelive Building Solutions Pvt. Ltd.**

*Bhishan*  
**Director**

*Bishan is against*

**Endorse Buildworth Pvt. Ltd.**

*[Signature]*  
**Director**



veti-5005

**CARNATION NIRMAN PVT. LTD.**

*D. Chandra*  
**DIRECTOR**



*Identified by me  
Sobalata Chandra  
Advocate  
High Court, Calcutta*

**District Sub-Registrar-III  
Alipore, South 24-Parganas**

**16 AUG 2013**

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. 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 I of the 1<sup>st</sup> Schedule below (First Land) and (2) land measuring 1 (one) decimal equivalent to 9 (nine) chittack and 30.60 (thirty point six zero) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartala 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 II of the 1<sup>st</sup> Schedule below (Second Land) and (3) land measuring 25 (twenty five) decimal equivalent to 15 (fifteen) cottah and 2 (two) chittack, more or less together with structures and dwelling units erected thereon, admeasuring 430 (four hundred and thirty) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartala 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. 460, 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 III of the 1<sup>st</sup> Schedule below (Third Land) and (4) land measuring 9 (nine) decimal equivalent to 5 (five) cottah 7 (seven) chittack and 5.40 (five point four zero) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartala 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 15 (fifteen) decimal equivalent to 9 (nine) cottah 1<sup>st</sup> (one) chittack and 9 (nine) square feet, more or less together with structures and dwelling units erected thereon, admeasuring 1820 (one thousand eight hundred and twenty) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartala 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. 456, recorded in C.S. Khatian No.558, 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) and (6) land measuring 45 (forty five) decimal equivalent to 27 (twenty seven) cottah 3 (three) chittack and 27 (twenty seven) square feet, more or less together with structures and dwelling units erected thereon, admeasuring 2130 (two thousand one hundred and thirty) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartala 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. 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 VI of the 1<sup>st</sup> Schedule below (Sixth Land) and (7) land measuring 6 (six) decimal equivalent to 3 (three) cottah 10 (ten) chittack and 3.60 (three point six zero) square feet, more or less together with structures and dwelling units erected thereon, admeasuring 240 (two hundred and forty) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartala 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. 451, recorded in C.S. Khatian No.125, Mouza Tangra, J.L. No.5, Sub-Registration District Alipore, District South 24 Parganas, more fully described in Part VII of the 1<sup>st</sup> Schedule below (Seventh Land) and (8) land measuring 11 (eleven) decimal equivalent to 6 (six) cottah 10 (ten) chittack and 21.60 (twenty one

point six zero) square feet, more or less together with structures and dwelling units erected thereon, admeasuring 980 (nine hundred and eighty) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartala 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. 457/575, recorded in C.S. Khatian No.600, Mouza Tangra, J.L. No.5, Sub-Registration District Alipore, District South 24 Parganas, more fully described in Part VIII of the 1<sup>st</sup> Schedule below (Eighth Land) and (9) land measuring 9 (nine) decimal equivalent to 5 (five) cottah 7 (seven) chittack and 5.40 (five point four zero) square feet, more or less together with structures and dwelling units erected thereon, admeasuring 350 (three hundred and fifty) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartala 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. 457/576, recorded in C.S. Khatian No.533, Mouza Tangra, J.L. No.5, Sub-Registration District Alipore, District South 24 Parganas, more fully described in Part IX of the 1<sup>st</sup> Schedule below (Ninth Land) and (10) land measuring 8 (eight) decimal equivalent to 4 (four) cottah 13 (thirteen) chittack and 19.80 (nineteen point eight zero) square feet, more or less together with structures and dwelling units erected thereon, admeasuring 410 (four hundred and ten) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartala 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. 459, 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 X of the 1<sup>st</sup> Schedule below (Tenth Land), the First Land, the Second Land, the Third Land, the Fourth Land, the Fifth Land, the Sixth Land, the Seventh Land, the Eighth Land, the Ninth Land and the Tenth 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 and Second 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. 1, Volume No. 35, at Pages 104 to 111, being Deed No.1710 for the year 1972, Li Yao Li, Li Yao Hung and Li Yao Liang (the Lessor herein) jointly purchased the entirety of the First Land and the Second Land from Manmotha Nath Khamrui, for the consideration mentioned therein.
- 5.2 **Ownership of Third 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. 1, 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 Third Land from Samsuddin Ahmed, Md. Amin, Md. Yasin, Tara Bibi, Samsunnehar, Sakina Bibi and Faru Bibi, for the consideration mentioned therein.
- 5.3 **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. 1, 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 jointly purchased the entirety of the Fourth Land from Ishani Bala Debi and Santu Kumar Mukhopadhaya, for the consideration mentioned therein.

- 5.4 **Ownership of Fifth Land and Sixth 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 and the Lessor jointly purchased the entirety of the Fifth Land and the Sixth Land from Manmotha Nath Khamrui, for the consideration mentioned therein.
- 5.5 **Ownership of Seventh Land:** By a Deed of Conveyance dated 8<sup>th</sup> January, 1972, registered in the Office of the Joint Sub-Registrar at Alipore, in Book No. I, Volume No. 14, at Pages 28 to 32, being Deed No.00109 for the year 1972, Li Yao Li, Li Yao Hung and the Lessor jointly purchased the entirety of the Seventh Land from Panchi Parey, for the consideration mentioned herein.
- 5.6 **Ownership of Eighth 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 and the Lessor jointly purchased the entirety of the Eighth Land from Manmotha Nath Khamrui, for the consideration mentioned therein.
- 5.7 **Ownership of Ninth Land:** By a Deed of Conveyance dated 31<sup>st</sup> August, 1971, registered in the Office of the Joint Sub-Registrar at Alipore, in Book No. I, Volume No. 81, at Pages 63 to 68, being Deed No.3866 for the year 1971, Li Yao Li, Li Yao Hung and the Lessor jointly purchased the entirety of the Ninth Land from Manikkal Khara, for the consideration mentioned therein.
- 5.8 **Ownership of Tenth 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 5, being Deed No.4337 for the year 1971, Li Yao Li, Li Yao Hung and the Lessor jointly purchased the entirety of the Tenth Land from Samsuddin Ahmed, Md. Amin, Md. Yasin, Tara Bibi, Samsunnehar, Sakina Bibi and Fatu Bibi, for the consideration mentioned therein.
- 5.9 **Absolute Ownership of Lessor:** In the abovementioned circumstances, Li Yao Li, Li Yao Hung and the Lessor have become the joint and absolute owners of the First Land, the Second Land, the Third Land, the Fourth Land, the Fifth Land, the Sixth Land, the Seventh Land, the Eighth Land, the Ninth Land and the Tenth Land being collectively defined as the Said Property in Clause 4.1 above, each having an undivided 1/3<sup>rd</sup> (one third) share and/or interest therein and are in exclusive possession and enjoyment of the same. The undivided 1/3<sup>rd</sup> (one third) share and/or interest of the Lessor in the Said Property, being defined as the Said Share In Said Property is the subject matter of this Deed of Lease.
- 5.10 **Discussions and Negotiations:** With the intention of granting a lease of the Said Share In Said Property (Lease), discussions and negotiations have taken place between the Lessor and the Lessees.
- 5.11 **Representation and Warranties:** The Lessor has assured and represented to the Lessees that (1) the Lessor is the sole and absolute owner of the Said Share In Said Property (2) the Said Share In Said Property is free from all encumbrances, charges, liens, *lis pendens*, attachments, trusts whatsoever or howsoever (3) the Lessor has

marketable title in respect of the Said Share In Said Property (4) the Lessor has remained and continue to remain the sole and absolute owner of the Said Share In Said Property since the date of acquiring title thereto (5) the Said Share In Said Property is not subject to any notice of acquisition and/or requisition (6) there is no excess vacant land comprised in the Said Share In Said Property within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976.

5.12 **Reliance on Representations:** Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof, the Lessees have agreed to enter into this Lease.

5.13 **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 a Lease of the Said Share In Said Property more fully 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.

## 7. Grant

7.1 **Demise:** In consideration of a sum of Rs.3,25,00,000/- (Rupees Three Crores Twenty Five Lacs 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, the receipt whereof the Lessor hereby as also by the receipt 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 demise and grant to and in favour of the Lessees a Lease of the Said Share In Said Property more fully described in the 2<sup>nd</sup> Schedule below for a period of 999 (nine hundred and ninety nine) years (Tenure) commencing on and with effect from the date of execution of this Deed of Lease, i.e., 16/08/2013 (Commencement Date) and expiring on 15/08/3012.

## 8. Lease Rent and Payment

8.1 **Lease Rent:** The Lessees shall pay to the Lessor a sum of Rs. 200 /- (Rupees Two Hundred Only) 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.

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 Kolkata Municipal Corporation 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 the plan and construction of the new building or buildings thereon.

9.2.3 **Indemnity:** The Lessor shall keep the Lessees indemnified against all actions, claims, demands and expenses on account of performance or non performance and omission or commission by the Lessor of any of the terms, conditions and stipulations of this Deed of Lease.

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.

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 charge, assign, mortgage or sublet 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 the municipal rates taxes and other outgoings including *khazana* payable in respect of the Said Share In Said Property.
- 9.3.5 **Mutation:** The Lessees shall be entitled to mutate their names in the records of the Kolkata Municipal Corporation and other concerned authorities in respect of the Said Share In Said Property at their own costs and expenses.
- 9.3.6 **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.
- 9.3.7 **Stamp Duty:** The stamp duty and all other expenses in respect of this Deed of Lease shall be borne and paid by the Lessees.
- 9.3.8 **Further Deeds and Documents:** The Lessor, either by him or through his constituted attorney, from time to time, upon reasonable request and cost of the Lessees, shall execute or cause to be executed all such further deeds and documents for further and more perfectly demising the Said Share In Said Property and every portion thereof and/or implementing the terms, conditions and covenants of this Deed of Lease.
10. **Termination**
- 10.1 **Grounds:** Except for non-payment of the Lease Rent, the Lessor shall not be entitled to terminate this lease and/or to exercise right to re-enter into or upon the Said Share In Said Property.
- 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 laches and/or breaches, then and in that 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 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 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 the adjacent premises.

## 12. Powers and Authorities

- 12.1 **Hereby Granted:** The Lessor does hereby appoint the Lessees as his 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/or 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 a map or plan 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 map or plan 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 in the name of the Lessor before all concerned statutory bodies and/or authorities including KMC, KMDA and Tribunals and/or courts and to sign all papers declaration and representation in the name of and 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 in relation to and/or touching 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 to sign and verify plaints, written statements, petition including petitions of claims and objections, affidavits, memorandum of appeal and petitions and pleadings and application of all kinds and to file 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 **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 ratifies and agrees 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 whereby the Lessor shall be entitled to jointly nominate one arbitrator and the Lessees shall be entitled to jointly nominate one arbitrator and both the said arbitrators shall appoint the third arbitrator (collectively **Arbitrators**) and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment thereto for the time being in force.
- 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 Part I (First Land)

Land measuring 3 (three) decimal equivalent to 1 (one) *cottah* 13 (thirteen) *chittack* and 1.80 (one point eight zero) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartala 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.457(P), being a portion of Premises No.47, Matheswartala Road, Kolkata-700046
- On the East** : By *Dag* No.457(P), being a portion of Premises No.47,

- Matheswartala Road, Kolkata-700046
- On the South** : By *Dag* No.455(P), being a portion of Premises No.47, Matheswartala Road, Kolkata-700046
- On the West** : By *Dag* No.455/554(P), being a portion of Premises No.47, Matheswartala 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 1 (one) decimal equivalent to 9 (nine) *chittack* and 30.60 (thirty point six zero) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartala 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.457(P), being a portion of Premises No.47, Matheswartala Road, Kolkata-700046
- On the East** : By *Dag* No.455(P), being a portion of Premises No.47, Matheswartala Road, Kolkata-700046
- On the South** : By *Dag* No.455/554(P), being a portion of Premises No.47, Matheswartala Road, Kolkata-700046
- On the West** : By *Dag* No.458(P), being a portion of Premises No.47, Matheswartala 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 25 (twenty five) decimal equivalent to 15 (fifteen) *cottah* and 2 (two) *chittack*, more or less together with structures and dwelling units erected thereon, admeasuring 430 (four hundred and thirty) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartala 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. 460, 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.459/564, being a portion of Premises No.50F, Matheswartala Road, Kolkata-700046
- On the East** : By *Dag* Nos.459(P) and 458(P), being a portion of Premises No.47, Matheswartala Road, Kolkata-700046
- On the South** : By *Dag* No.461(P), being a portion of Premises No.47, Matheswartala Road, Kolkata-700046
- On the West** : By Premises No.46B, Matheswartala 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 9 (nine) decimal equivalent to 5 (five) *cottah* 7 (seven) *chittack* and 5.40 (five point four zero) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartala 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.459(P), being a portion of Premises No.47, Matheswartala Road, Kolkata-700046
- On the East : By *Dag* Nos.455/554(P) and 457(P), being a portion of Premises No.47, Matheswartala Road, Kolkata-700046
- On the South : By *Dag* No.458(P), being a portion of Premises No.47, Matheswartala Road, Kolkata-700046
- On the West : By *Dag* No.460, being a portion of Premises No.47, Matheswartala 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 15 (fifteen) decimal equivalent to 9 (nine) *cottah* 1 (one) *chittack* and 9 (nine) square feet, more or less together with structures and dwelling units erected thereon, admeasuring 1820 (one thousand eight hundred and twenty) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartala 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. 456, recorded in C.S. *Khatian* No.558, *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.457(P), being a portion of Premises No.47, Matheswartala Road, Kolkata-700046
- On the East : By *Dag* No.457(P), being a portion of Premises No.47, Matheswartala Road, Kolkata-700046
- On the South : By *Dag* No.457(P), being a portion of Premises No.47, Matheswartala Road, Kolkata-700046
- On the West : By *Dag* No.457(P), being a portion of Premises No.47, Matheswartala 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.

**Part VI**  
**(Sixth Land)**

Land measuring 45 (forty five) decimal equivalent to 27 (twenty seven) *cottah* 3 (three) *chittack* and 27 (twenty seven) square feet, more or less together with structures and dwelling units erected thereon, admeasuring 2130 (two thousand one hundred and thirty) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartala 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:

- On the North** : By 33 (thirty three) feet wide road and *Dag* Nos.457/575(P) and 457/576(P), being a portion of Premises No.47, Matheswartala Road, Kolkata-700046
- On the East** : By 33 (thirty three) feet wide road and *Dag* Nos.451(P) and 457/575(P), being a portion of Premises No.47, Matheswartala Road, Kolkata-700046
- On the South** : By *Dag* Nos.457(P), 455(P), 455/554(P) and 458(P), all being a portion of Premises No.47, Matheswartala Road, Kolkata-700046
- On the West** : By *Dag* No.459(P), being a portion of Premises No.50F, Matheswartala Road, Kolkata-700046 and by *Dag* Nos.459(P) and 458(P), being a portion of Premises No.47, Matheswartala 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 Sixth Land and appurtenances and inheritances for access and user thereof.

**Part VII**  
**(Seventh Land)**

Land measuring 6 (six) decimal equivalent to 3 (three) *cottah* 10 (ten) *chittack* and 3.60 (three point six zero) square feet, more or less together with structures and dwelling units erected thereon, admeasuring 240 (two hundred and forty) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartala 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. 451, recorded in C.S. *Khatian* No.125, *Mouza* Tangra, J.L. No.5, Sub-Registration District Alipore, District South 24 Parganas and butted and bounded as follows:

- On the North** : By 33 (thirty three) feet wide road
- On the East** : By 33 (thirty three) feet wide road
- On the South** : By *Dag* Nos.457/575(P) and 457/576(P), being a portion of Premises No.47, Matheswartala Road, Kolkata-700046
- On the West** : By *Dag* No.457(P), being a portion of Premises No.47, Matheswartala 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 Seventh Land and appurtenances and inheritances for access and user thereof.

**Part VIII  
(Eighth Land)**

Land measuring 11 (eleven) decimal equivalent to 6 (six) *cottah* 10 (ten) *chittack* and 21.60 (twenty one point six zero) square feet, more or less together with structures and dwelling units erected thereon, admeasuring 980 (nine hundred and eighty) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartala 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. 457/575, recorded in C.S. *Khatian* No.600, *Mouza* Tangra, J.L. No.5, Sub-Registration District Alipore, District South 24 Parganas and butted and bounded as follows:

- |              |   |
|--------------|---|
| On the North | : By <i>Dag</i> No.451, being a portion of Premises No.47, Matheswartala Road, Kolkata-700046     |
| On the East  | : By <i>Dag</i> No.457/576, being a portion of Premises No.47, Matheswartala Road, Kolkata-700046 |
| On the South | : By <i>Dag</i> No.457(P), being a portion of Premises No.47, Matheswartala Road, Kolkata-700046  |
| On the West  | : By <i>Dag</i> No.457(P), being a portion of Premises No.47, Matheswartala 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 Eighth Land and appurtenances and inheritances for access and user thereof.

**Part IX  
(Ninth Land)**

Land measuring 9 (nine) decimal equivalent to 5 (five) *cottah* 7 (seven) *chittack* and 5.40 (five point four zero) square feet, more or less together with structures and dwelling units erected thereon, admeasuring 350 (three hundred and fifty) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartala 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. 457/576, recorded in C.S. *Khatian* No.533, *Mouza* Tangra, J.L. No.5, Sub-Registration District Alipore, District South 24 Parganas and butted and bounded as follows:

- |              |   |
|--------------|---|
| On the North | : By <i>Dag</i> No.451, being a portion of Premises No.47, Matheswartala Road, Kolkata-700046 and by 33 (thirty three) feet wide road |
| On the East  | : By 33 (thirty three) feet wide road   |
| On the South | : By <i>Dag</i> No.457(P), being a portion of Premises No.47, Matheswartala Road, Kolkata-700046                                      |
| On the West  | : By <i>Dag</i> No.457/575, being a portion of Premises No.47, Matheswartala 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 Ninth Land and appurtenances and inheritances for access and user thereof.

**Part X**  
**(Tenth Land)**

Land measuring 8 (eight) decimal equivalent to 4 (four) *cottah* 13 (thirteen) *chittack* and 19.80 (nineteen point eight zero) square feet, more or less together with structures and dwelling units erected thereon, admeasuring 410 (four hundred and ten) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartala 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. 459, 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 <i>Dag</i> No.459(P), being a portion of Premises No.50F, Matheswartala Road, Kolkata-700046 |
| On the East  | : By <i>Dag</i> No.457(P), being a portion of Premises No.47, Matheswartala Road, Kolkata-700046  |
| On the South | : By <i>Dag</i> No.458(P), being a portion of Premises No.47, Matheswartala Road, Kolkata-700046  |
| On the West  | : By <i>Dag</i> No.460, being a portion of Premises No.47, Matheswartala 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 Tenth Land and appurtenances and inheritances for access and user thereof.

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

The Said Share, being an undivided 1/3<sup>rd</sup> (one third) share and/or interest in the Said Property, delineated and demarcated on the Plan annexed hereto and bordered in colour Red thereon, comprised of the First Land, being land measuring 3 (three) decimal equivalent to 1 (one) *cottah* 13 (thirteen) *chittack* and 1.80 (one point eight zero) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartala 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, more fully described in Part I of the 1<sup>st</sup> Schedule above and the Second Land being, land measuring 1 (one) decimal equivalent to 9 (nine) *chittack* and 30.60 (thirty point six zero) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartala 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, more fully described in Part II of the 1<sup>st</sup> Schedule above and the Third Land, being land measuring 25 (twenty five) decimal equivalent to 15 (fifteen) *cottah* and 2 (two) *chittack*, more or less together with structures and dwelling units erected thereon, admeasuring 430 (four hundred and thirty) square feet, more or

less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartala 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. 460, 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 III** of the 1<sup>st</sup> **Schedule** above and the Fourth Land, being land measuring 9 (nine) decimal equivalent to 5 (five) *cottah* 7 (seven) *chittack* and 5.40 (five point four zero) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartala 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, more fully described in **Part IV** of the 1<sup>st</sup> **Schedule** above and the Fifth Land, being land measuring 15 (fifteen) decimal equivalent to 9 (nine) *cottah* 1 (one) *chittack* and 9 (nine) square feet, more or less **together with** structures and dwelling units erected thereon, admeasuring 1820 (one thousand eight hundred and twenty) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartala 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. 456, recorded in C.S. *Khatian* No.558, *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** above and the Sixth Land, being land measuring 45 (forty five) decimal equivalent to 27 (twenty seven) *cottah* 3 (three) *chittack* and 27 (twenty seven) square feet, more or less **together with** structures and dwelling units erected thereon, admeasuring 2130 (two thousand one hundred and thirty) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartala 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, more fully described in **Part VI** of the 1<sup>st</sup> **Schedule** above and the Seventh Land, being land measuring 6 (six) decimal equivalent to 3 (three) *cottah* 10 (ten) *chittack* and 3.60 (three point six zero) square feet, more or less **together with** structures and dwelling units erected thereon, admeasuring 240 (two hundred and forty) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartala 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.451, recorded in C.S. *Khatian* No.125, *Mouza* Tangra, J.L. No.5, Sub-Registration District Alipore, District South 24 Parganas, more fully described in **Part VII** of the 1<sup>st</sup> **Schedule** above and the Eighth Land, being land measuring 11 (eleven) decimal equivalent to 6 (six) *cottah* 10 (ten) *chittack* and 21.60 (twenty one point six zero) square feet, more or less **together with** structures and dwelling units erected thereon, admeasuring 980 (nine hundred and eighty) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartala 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. 457/575, recorded in C.S. *Khatian* No.600, *Mouza* Tangra, J.L. No.5, Sub-Registration District Alipore, District South 24 Parganas, more fully described in **Part VIII** of the 1<sup>st</sup> **Schedule** above and the Ninth Land, being land measuring 9 (nine) decimal equivalent to 5 (five) *cottah* 7 (seven) *chittack* and 5.40 (five point four zero) square feet, more or less **together with** structures and dwelling units erected thereon, admeasuring 350 (three hundred and fifty) square feet, more or less, situate, lying at and being a portion of Municipal

Premises No. 47, Matheswartala 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. 457/576, recorded in C.S. Khatian No.533, Mouza Tangra, J.L. No.5, Sub-Registration District Alipore, District South 24 Parganas, more fully described in Part IX of the 1<sup>st</sup> Schedule above and the Tenth Land, being land measuring 8 (eight) decimal equivalent to 4 (four) cottah 13 (thirteen) chittack and 19.80 (nineteen point eight zero) square feet, more or less together with structures and dwelling units erected thereon, admeasuring 410 (four hundred and ten) square feet, more or less, situate, lying at and being a portion of Municipal Premises No. 47, Matheswartala 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.459, 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 X of the 1<sup>st</sup> Schedule above 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.

**Cordial Buildwell Pvt. Ltd.**

*[Signature]*

**Director**

**Decisive Building Solutions Pvt. Ltd.**

*[Signature]*

**Director**

**Endorse Buildworth Pvt. Ltd.**

*[Signature]*

**Director**

For Li Yao Liang  
By his Constituted Attorney

*Hui Hao Li*  
(Constituted Attorney)

Constituted Attorney of Li Yao Liang

[Lessor]

**CARNATION NIRMAN PVT. LTD.**

*Rishi Choudhary*

[Lessees]

**DIRECTOR**

Witnesses:

Signature <i>Surendra Kr. Dugar</i>	Signature <i>Dhiraj Sethia</i>
Name <u>SURENDRA KR. DUGAR</u>	Name <u>DHIRAJ SETHIA</u>
Father's Name <u>LATE J.M. DUGAR</u>	Father's Name <u>N.M. Sethia</u>
Address <u>2 B DOVER ROAD</u>	Address <u>Block 17, Flat No. 3A</u>
<u>KOLKATA - 19</u>	<u>Diamond City North, Kol-55</u>

**Receipt and Memo of Consideration**

Received from the within named Lessees the within mentioned sum of Rs. 3,25,00,000/- (Rupees Three Crores Twenty Five Lacs Only) towards full and final payment of the premium and/or salami of the Said Share In Said Property more fully described in the 2<sup>nd</sup> Schedule above, in the following manner:

	LESSEE	PAY ORDE R NO.	DATE	BANK & BRANCH	AMOUNT	TDS DEDUCTED	NET AMOUNT
1	Cordial Buildwel Private Limited	487153	13/08/2013	Kotak Mahindra Bank, Park Street Br.	Rs. 80,43,750/-	Rs. 81,250/-	Rs. 81,25,000/-
2	Decisive Building Solutions Private Limited	487154	13/08/2013	Kotak Mahindra Bank, Park Street Br.	Rs. 80,43,750/-	Rs. 81,250/-	Rs. 81,25,000/-
3	Endorse Buildworth Private Limited	487155	13/08/2013	Kotak Mahindra Bank, Park Street Br.	Rs. 80,43,750/-	Rs. 81,250/-	Rs. 81,25,000/-
4	Carnation Nirman Private Limited	209946	14/08/2013	HDFC Bank, Stephen House Br.	Rs. 80,43,750/-	Rs. 81,250/-	Rs. 81,25,000/-
				<b>Total:</b>	<b>Rs. 3,21,75,000/-</b>	<b>Rs. 3,25,000/-</b>	<b>Rs. 3,25,00,000/-</b>

**For Li Yao Liang  
By his Constituted Attorney**

*Hui Hao Li*  
(Constituted Attorney)

Constituted Attorney of Li Yao Liang

-----  
[Lessor]

Witnesses:

Signature *Susmit Kumar Das* Signature *Deviy Sekin*

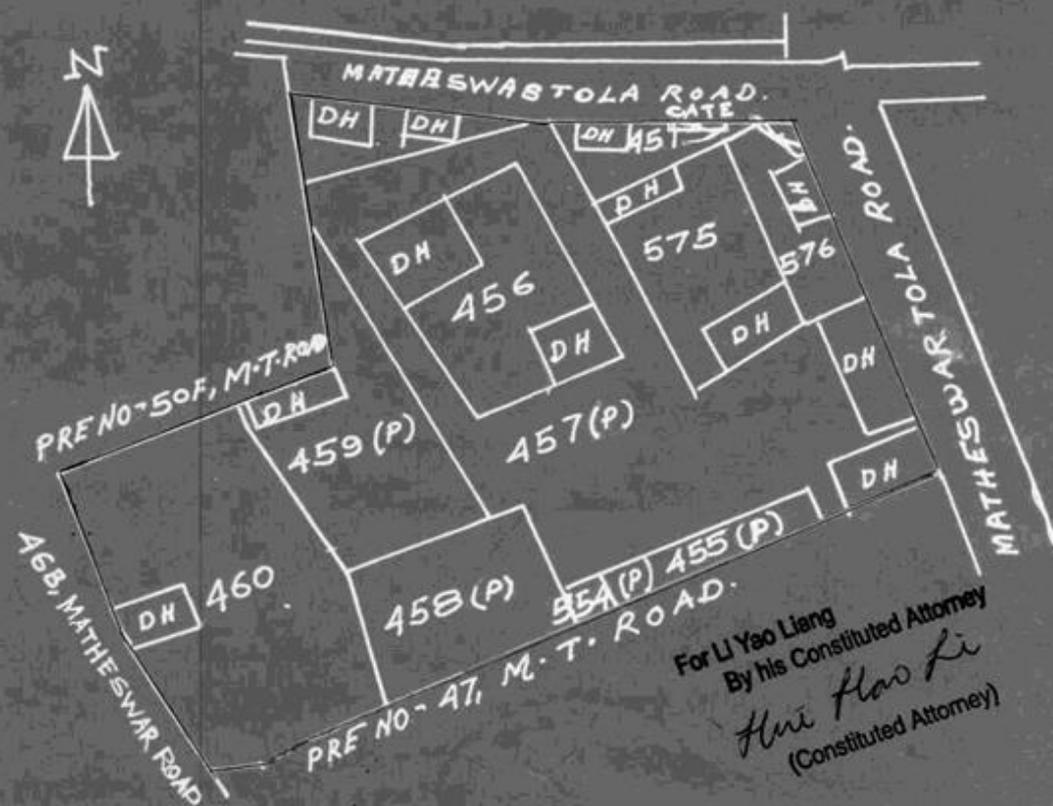
Name \_\_\_\_\_ Name \_\_\_\_\_

Drafted & prepared by me, at my office.

*Debabrata Chandra*  
(DEBABRATA CHANDRA, Advocate)  
HIGH COURT, CALCUTTA

F413/238/2002

SITE PLAN OF PREMISES NO-47, MATHESWARTOLA ROAD,  
COMPRISING C.S. DAG NO-455(P), 455/554(P), 460, 458(P),  
456, 457(P), 451, 457/575, 457/576, 459(P), KHATIAN NO-  
588, 113, 353, 558, 125, 600, 533, MOUZA-TANGRA-J.L-NO-5.  
DIST-SOUTH-24, PARGANAS, WARD NO-66, UNDER-K.M.C.  
TOTAL LAND AREA = 3-BIGHA-19-KT-13-CH-35-SF-T  
TOTAL COVERED AREA = 6360 S.F.T. AREA SHOWN IN RED BORDER.



For Li Yao Liang  
 By his Constituted Attorney  
*Hui Hwa Li*  
 (Constituted Attorney)

Endorse Buildworth Pvt. Ltd. CARNATION NIRMAN PVT. LTD.  
*Ravi Chandra*  
 DIRECTOR

Positive Building Solutions Pvt. Ltd.  
*[Signature]*  
 Director

LAND NO.	DAG	KHATIAN	DEC	KOT	CHIT	SQ. FT.
1-	455	588	3	1	13	1.8
2-	455/554	588	1	0	9	30.6
3-	460	113	25	15	2	0
4-	458	353	9	5	7	5.4
5-	456	558	15	9	1	9
6-	457	588	45	27	3	27
7-	451	125	6	3	10	3.6
8-	457/575	600	11	6	10	21.6
9-	457/576	533	9	5	7	5.4
10-	459	113	8	4	13	19.8
TOTAL =			132 DEC = 79 K-13-CH-34.2 SF.T.			

Cordial Buildwell Pvt. Ltd.  
*[Signature]*  
 Director

SIGNATURE OF LESSEES. SIGNATURE OF LESSORS.

**SPECIMEN FORM FOR TEN FINGERPRINTS**



by his Constituted Attorney  
*Hui Hoo Ai*  
 (Constituted Attorney)

Little	Ring	Middle	Fore	Thumb
<b>(Left Hand)</b>				
Thumb	Fore	Middle	Ring	Little
<b>(Right Hand)</b>				



**Cordial Buildwell Pvt. Ltd.**  
*[Signature]*  
 Director

Little	Ring	Middle	Fore	Thumb
<b>(Left Hand)</b>				
Thumb	Fore	Middle	Ring	Little
<b>(Right Hand)</b>				



**Decisive Building Solutions Pvt. Ltd.**  
*[Signature]*  
 Director

Little	Ring	Middle	Fore	Thumb
<b>(Left Hand)</b>				
Thumb	Fore	Middle	Ring	Little
<b>(Right Hand)</b>				



**Endorse Buildworth Pvt. Ltd.**  
*[Signature]*  
 Director

Little	Ring	Middle	Fore	Thumb
<b>(Left Hand)</b>				
Thumb	Fore	Middle	Ring	Little
<b>(Right Hand)</b>				

**SPECIMEN FORM FOR TEN FINGERPRINTS**



*D. M. ...*

**CARNATION NIRMAN PVT. LTD.**

*D. M. ...*

**DIRECTOR**

**PHOTO**

**PHOTO**

**PHOTO**

Little	Ring	Middle	Fore	Thumb
<b>(Left Hand)</b>				
Thumb	Fore	Middle	Ring	Little
<b>(Right Hand)</b>				
Little	Ring	Middle	Fore	Thumb
<b>(Left Hand)</b>				
Thumb	Fore	Middle	Ring	Little
<b>(Right Hand)</b>				
Little	Ring	Middle	Fore	Thumb
<b>(Left Hand)</b>				
Thumb	Fore	Middle	Ring	Little
<b>(Right Hand)</b>				

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

Registered in Book - I  
CD Volume number 15  
Page from 1901 to 1927  
being No 07591 for the year 2013.



*Rajendra Prasad Upadhyay*

(Rajendra Prasad Upadhyay) 22-August-2013  
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS  
Office of the D.S.R. - III SOUTH 24-PARGANAS  
West Bengal