06735 VC-2032/12-1-06851/12

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL K 404353

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

District Sub-Registrar-III
Alipore, South 24-parganas
27.07.2012

DEED OF LEASE

1. **Date:** 16/07/2012

2. **Place:** Kolkata

3. **Parties:**

3.1 **Li Yao Hung** *alias* **Lee Yeo Fan**, son of Li Chi Jung, residing at 69, DEIB Crescent, Markham, Ontario L3S3Y4, Canada (**PAN** applied for), being a person of Indian origin with Passport No.X773870, represented by his constituted attorney, **Fe Yuan Li**, son of Li Yao Hung, residing at 69, DEIB Crescent, Markham, Ontario L3S3Y4, Canada (OCI No.A854606)

5584

Sold to.....
Address.....
16 JUL 2012
Value.....
L.S.V.
High Court A.S.

SAHA & RAY
Advocates
34/1, 3rd Floor, Hastings Chambers
7C, Kiran Shankar Roy Road
Kolkata - 700001.

VCT1-4179

KRITYA COMMERCIAL PVT. LTD.

Director Authorised Signatory

AACHAMAN VINIYOG PVT. LTD.

Director Authorised Signatory

ASHWAGANDHA MERCHANTS PVT. LTD.

Director Authorised Signatory

PARAKASHTHA MERCHANTS PVT. LTD.

Director Authorised Signatory

VCT1-4180

Dist. Sub. Registrar - II
Alipur, South 24 Parganas
16 JUL 2012

Tapaswat Commercial Pvt. Ltd.
Director / Authorised Signatory

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 14
Page from 6522 to 6547
being No 06851 for the year 2012.

(Rajendra Prasad Upadhyay) 30-July-2012
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
Office of the D.S.R. - III SOUTH 24-PARGANAS
West Bengal

Alipur, 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 - 06851 of 2012

(Serial No. 06735 of 2012)

On

Payment of Fees:

On 16/07/2012

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

Presented for registration at 22.03 hrs on :16/07/2012, at the Private residence by Shreelal Mohta , one of the Claimants.

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

Execution is admitted on 16/07/2012 by

1. Fui Chung Li, Oci No. A854698, son of Lt Li Yao Li , 9, Creek View Avenue, Richmond Hill, Ontario L4c9x1, P.O. :- ,Canada, , By Caste Christian, By Profession : Others

2. Surendra Kr Dugar
   Director/ Authorised Signatory, Ashwagandha Merchants Pvt Ltd. Pan No. Aajca9745q, 83, Topsia Road South, Kolkata, Thana:-Tiljala, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700046.

   Director/ Authorised Signatory, Parakashtha Merchants Pvt Ltd. Pan No. Aaggp2272a, 83, Topsia Road South, Kolkata, Thana:-Tiljala, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700046.
   By Profession : Business

3. Shreelal Mohta
   Director/ Authorised Signatory, Kritya Commercial Pvt Ltd. Pan No. Aaeck4825c, 83, Topsia Road South, Kolkata, Thana:-Tiljala, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700046.

   Director/ Authorised Signatory, Aachaman Viniyog Pvt Ltd. Pan No. Aajca8326p, 83, Topsia Road South, Kolkata, Thana:-Tiljala, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700046.
   By Profession : Business

4. Dhiraj Sethia
   Director/ Authorised Signatory, Tapaswat Commercial Pvt Ltd. Pan No. Aect2573l, 1st Floor, 14, Netaji Subhas Road, Kolkata, Thana:-Hare Street, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700001.
   By Profession : Business

Sub Registrar - III
South 24 Parganas

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

5. Ram Naresh Agarwal
Director/ Authorised Signatory, Srijan Enclave Pvt Ltd. Pan No. Aaqcs4061c, 5, Rameshwar Malia Lane, Howrah, Thana:-Howrah, P.O. :- ,District:-Howrah, WEST BENGAL, India, .

Director/ Authorised Signatory, Srijan Infrarealty Pvt Ltd. Pan No. Aaqcs4262m, 5, Rameshwar Malia Lane, Howrah, Thana:-Howrah, P.O. :- ,District:-Howrah, WEST BENGAL, India, .

Director/ Authorised Signatory, Srijan Land & Building Pvt Ltd. Pan No. Aaqcs4026b, 36/1a, Elgin Road, Kolkata, Thana:-Bhawanipore, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.

Director/ Authorised Signatoy, Panchkoti Stockist Pvt Ltd. Pan No. Aagcp5305e, 9, Elgin Road, Kolkata, Thana:-Bhawanipore, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.

Director/ Authorised Signatory, Suvridhi Commotrade Pvt Ltd. Pan No. Aarcs2648q, 36/1a, Elgin Road, Kolkata, Thana:-Bhawanipore, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.
, By Profession : Business

Identified By Radhe Shyam Pancharia, son of Sri B. L. Pancharia, 1/11, ARABINDA NAGAR, Kolkata, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700032, By Caste: Hindu, By Profession: Service.

Executed by Attorney

Execution by

1. Fe Yuan Lee, Oci No. A854606, son of Li Yao Hung , 69, Deib Crescent, Markham, Ontario L3s3y4, P.O. :- ,Canada, By Caste Others By Profession: Others,as the constituted attorney of Li Yao Hung, Passport No. X773870 alias Lee Yeo Fan is admitted by him.

2. Fui Chung Li, Oci No. A854698, son of Lt Li Yao Li , 9, Creek View Avenue, Richmond Hill, Ontario L4c9x1, P.O. :- ,Canada, By Caste Christian By Profession: Others,as the constituted attorney of 1. Chin O Li, Passport No. P233491 2. Fui Fui Chung, Passport No. K435683 3. Fui Hsien Koo Li, Passport No. S893639 4. Mimi Fui Mi Lin, Pass Port No. T239751 5. Fui Lim Li, Pass Port No. M1398149 is admitted by him.

Identified By Radhe Shyam Pancharia, son of Sri B. L. Pancharia, 1/11, ARABINDA NAGAR, Kolkata, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700032, By Caste: Hindu, By Profession: Service.

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

On 17/07/2012

Addl. Sub Registrar
Alipur, 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 - 06851 of 2012

(Serial No. 06735 of 2012)

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.- /-Lease Period 999 Years Advance/Premium Rs 25,00,000/- First 50 years Rent(Non Agri case) Rs 100/-

Certified that the required stamp duty of this document is Rs.- 150021 /- and the Stamp duty paid as: Impresive Rs.- 500/-

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

On 27/07/2012

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 Cash

Rs. 0.00/-, on 27/07/2012

Amount by Draft

Rs. 27546/- is paid , by the draft number 086629, Draft Date 16/07/2012, Bank Name State Bank of India, GOKHALE ROAD, received on 27/07/2012

(Under Article : A(1) = 27500/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 27/07/2012)

Deficit stamp duty

Deficit stamp duty Rs. 150221/- is paid, by the draft number 086637, Draft Date 16/07/2012, Bank Name State Bank of India, GOKHALE ROAD, received on 27/07/2012

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

DISTRICT SUB-REGISTRAR - III
South 24 Parganas

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

3.2 **Chin O Li**, wife of Late Li Yao Li, residing at 9, Creek View Avenue, Richmond Hill, Ontario L4C9X1, Canada (**PAN** applied for), being a person of Indian origin with Passport No.P233491, represented by her constituted attorney, **Fui Chung Li**, son of Late Li Yao Li, residing at 9, Creek View Avenue, Richmond Hill, Ontario L4C9X1, Canada

3.3 **Fui Fui Chung**, daughter of Late Li Yao Li, residing at 422, Huntsmill Boulevard, Scarborough, Ontario M1W3X6, Canada (**PAN AVIPC0632M**), being a person of Indian origin with Passport No. K435683 represented by her constituted attorney, **Fui Chung Li**, son of Late Li Yao Li, residing at 9, Creek View Avenue, Richmond Hill, Ontario L4C9X1, Canada

3.4 **Fui Hsien Koo Li**, daughter of Late Li Yao Li, residing at 40, Formosa Drive, Richmond Hill, Ontario L4S1S6, Canada (**PAN** applied for), being a person of Indian origin with Passport No.S893639, represented by her constituted attorney, **Fui Chung Li**, son of Late Li Yao Li, residing at 9, Creek View Avenue, Richmond Hill, Ontario L4C9X1, Canada

3.5 **Mimi Fui Mi Lin**, daughter of Late Li Yao Li, residing at 801-55, Bamburgh Circle, Scarborough, Ontario M1W3V4, Canada (**PAN AJCPL6372R**), being a person of Indian origin with Passport No.T239751, represented by her constituted attorney, **Fui Chung Li**, son of Late Li Yao Li, residing at 9, Creek View Avenue, Richmond Hill, Ontario L4C9X1, Canada

3.6 **Fui Lim Li**, son of Late Li Yao Li, residing at 15, Dawson Place, Turramurra, New South Wales 2074, Australia (**PAN** AJCPL9364P), being a person of Indian origin with Passport No.M1398149, represented by his constituted attorney, **Fui Chung Li**, son of Late Li Yao Li, residing at 9, Creek View Avenue, Richmond Hill, Ontario L4C9X1, Canada

3.7 **Fui Chung Li**, son of Late Li Yao Li, residing at 9, Creek View Avenue, Richmond Hill, Ontario L4C9X1, Canada (**PAN** applied for), being a person of Indian origin with OCI No.A854698

(collectively **Lessors**, include successors-in-interest and/or assigns)

And

3.8 **Ashwagandha Merchants Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 83, Topsia Road (South), Kolkata-700046, Police Station Tiljala (**PAN AAJCA9745Q**), represented by its authorized signatory, **Surendra Kumar Dugar**, son of Late J.M. Dugar, of 83, Topsia Road (South), Kolkata-700046, Police Station Tiljala

3.9 **Parakashtha Merchants Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 83, Topsia Road (South), Kolkata-700046, Police Station Tiljala (**PAN AAGCP2272A**), represented by its authorized signatory, **Surendra Kumar Dugar**, son of Late J.M. Dugar, of 83, Topsia Road (South), Kolkata-700046, Police Station Tiljala

3.10 **Kritya Commercial Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 84/1A, Topsia Road (South),

VCT1-4181

For LI YAO HUNG
By his Constituted Attorney

(Constituted Attorney)

VCT1-4182

For CHIN O LI
FUI HSIEN KOO LI
FUI FUI CHUNG
MIMI FUI MI LIN
FUI LIM LI
By their Constituted Attorney

(Constituted Attorney)

For SRIJAN ENCLAVE PRIVATE LIMITED

Director / Authorised Signatory

For SRIJAN INFRAREALTY PVT. LTD.

Director / Authorised Signatory

For SRIJAN LAND & BUILDING PVT. LTD.

Director / Authorised Signatory

Panchkoti Stockist Private Limited

Director / Auth. Signatory

SUVRIDHI STOCKIST PRIVATE LIMITED

Director / Auth. Signatory

South 24 Parganas

16 JUL 2012

S/o SRI B.L. Banerjee
1/11, Arbinda Nagar

Kolkata-700046, Police Station Tiljala (**PAN AAECK4825C**), represented by its authorized signatory, **Shreelal Mohta**, son of Dwarka Das Mohta, of 83, Topsia Road (South), Kolkata-700046, Police Station Tiljala

3.11 **Aachaman Viniyog Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 83, Topsia Road (South), Kolkata-700046, Police Station Tiljala (**PAN AAJCA8326P**), represented by its authorized signatory, **Shreelal Mohta**, son of Dwarka Das Mohta, of 83, Topsia Road (South), Kolkata-700046, Police Station Tiljala

3.12 **Tapaswat Commercial Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 1st Floor, 14, Netaji Subhas Road, Kolkata-700001, Police Station Hare Street (**PAN AAECT2573L**), represented by its authorized signatory, **Dhiraj Sethia**, son of Noratan Mal Sethia, of 1st Floor, 14, Netaji Subhas Road, Kolkata-700001, Police Station Hare Street

3.13 **Srijan Enclave Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 5, Rameswhar Malia Lane, Howrah (**PAN AAQCS4061C**), represented by its authorized signatory, **Ram Naresh Agarwal**, son of Late Nand Kishor Agarwal, of 36/1A, Elgin Road, Kolkata-700020, Police Station Bhawanipore

3.14 **Srijan InfraRealty Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 5, Rameswhar Malia Lane, Howrah (**PAN AAQCS4262M**), represented by its authorized signatory, **Ram Naresh Agarwal**, son of Late Nand Kishor Agarwal, of 36/1A, Elgin Road, Kolkata-700020, Police Station Bhawanipore

3.15 **Srijan Land & Building Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 36/1A, Elgin Road, Kolkata-700020, Police Station Bhawanipore (**PAN AAQCS4026B**), represented by its authorized signatory, **Ram Naresh Agarwal**, son of Late Nand Kishor Agarwal, of 36/1A, Elgin Road, Kolkata-700020, Police Station Bhawanipore

3.16 **Panchkoti Stockist Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 9, Elgin Road, Kolkata-700020, Police Station Bhawanipore (**PAN AAGCP5305E**), represented by its authorized signatory, **Ram Naresh Agarwal**, son of Late Nand Kishor Agarwal, of 36/1A, Elgin Road, Kolkata-700020, Police Station Bhawanipore

3.17 **Suvridhi Commotrade Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 36/1A, Elgin Road, Kolkata-700020, Police Station Bhawanipore (**PAN AARCS2648Q**), represented by its authorized signatory, **Ram Naresh Agarwal**, son of Late Nand Kishor Agarwal, of 36/1A, Elgin Road, Kolkata-700020, Police Station Bhawanipore

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

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

Office of the Dist. Sub-Registrar

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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 2/3rd (two 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, admeasuring 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 **1st 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, admeasuring 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 **1st 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 **1st 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, admeasuring 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 **1st 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, admeasuring 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 **1st 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 Lessors in the Said Share of the Said Property and appurtenances and inheritances for access and user thereof is the subject matter of this

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Deed of Lease and is more fully described in the **2nd 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 29th 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 another person 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 28th 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 another person jointly purchased the entirety of the Fourth Land from Ishani Bala Debi and Santu Kumar Mukhopadhyaya.

5.3 **Ownership of Fifth Land:** By a Deed of Conveyance dated 28th 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 another person jointly purchased the entirety of the the Fifth Land from Samsuddin Ahmed, Md. Amin, Md. Yasin, Tara Bibi, Samsunnehar, Sakina Bibi and Fatu Bibi.

5.4 **Ownership of Said Property:** In the circumstances, Li Yao Li, Li Yao Hung and the said other person 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.

5.5 **Demise of Li Yao Li:** Li Yao Li died *intestate* leaving behind him surviving his wife, Chin O Li (being the Lessor No. 3.2 herein) and 3 (three) daughters, namely, Fui Fui Chung (being the Lessor No. 3.3 herein), Fui Hsien Koo Li (being the Lessor No. 3.4 herein) and Mimi Fui Mi Lim (being the Lessor No. 3.5 herein) and 2 (two) sons, namely Fui Lim Li (being the Lessor No. 3.6 herein) and Fui Chung Li (being the Lessor No. 3.7 herein) as the only legal heiresses and heirs, who became jointly entitled to the share of Li Yao Li in the Said Property.

5.6 **Absolute Ownership of Lessors:** In the abovementioned circumstances, the Lessors have become the joint and absolute owners of the Said Share In Said Property and are in exclusive possession and enjoyment of the Said Share In Said Property.

5.7 **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 Lessors and the Lessees.

5.8 **Representation and Warranties:** The Lessors have assured and represented to the Lessees that (**1**) the Lessors are the joint and absolute owners 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 Lessors have marketable title in respect of the Said Share In Said Property (**4**) the Lessors have remained and continue to remain the joint and absolute co-owners 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

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excess vacant land comprised in the Said Share In Said Property within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976.

5.9 **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.

5.10 **Recording:** Certain terms and conditions have been finalized between the Parties for grant of Lease of the Said Share In Said Property by the Lessors 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 Lessors have agreed to grant to the Lessees a Lease of the Said Share In Said Property and described in the **2nd 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. 25,00,000/- (Rupees twenty five lac) paid by the Lessees to the Lessors at or before the execution of these presents as and by way of premium and/or salami, the receipt whereof the Lessors hereby as also by the receipt hereunder written admit and acknowledge 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 Lessors hereby demise and grant to and in favour of the Lessees a Lease of the Said Share In Said Property described in the **2nd 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., 16.07.2012 (**Commencement Date**) and expiring on 15.07.3011.

8. Lease Rent and Payment

8.1 **Lease Rent:** The Lessees shall pay to the Lessors a sum of Rs. 100/- (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 15th 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:

Alipur South 24 Parganas

16 JUL 2012

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 Lessors 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 Lessors.

9.2 **By Lessors:** The Lessors 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 Lessors or any person lawfully claiming under or in trust for the Lessors.

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 Lessors 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 Lessors 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 Lessors have 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 Lessors 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 **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.

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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.

9.3.7 **Further Deeds and Documents:** The Lessors, either by themselves or through their 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 Lessors shall not be entitled to terminate this lease and/or to exercises right to re-enter into or upon the Said Share In Said Property.

10.2 **No Re-Entry:** The Lessors have 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 Lessors, 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 Lessors 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 Lessors.

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 Lessors.

11.3 **Amalgamation:** The Lessees shall be entitled to and are hereby authorized by the Lessors 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 Lessors would be necessary and/or required in this regard and this deed by itself is and shall be treated as the consent of the Lessors. 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 Lessors 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:

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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 Lessors before all concerned statuary 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 Lessors.

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 Lessors in any suit brought against the Lessors 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.

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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 Lessors by virtue of such power and authority granted and the Lessors 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 whereby the Lessors 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.

1st Schedule
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, admeasuring 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 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 and butted and bounded as follows:

On the North	:	By *Dag* No.457(P), being a portion of Premises No.47, Matheswartola Road, Kolkata-700046
On the East	:	By Municipal Road known as Matheswartola Road
On the South	:	By *Dag* No.457(P), being a portion of Premises No.24C/1, Matheswartola Road, Kolkata-700046
On the West	:	By *Dag* 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 Lessors in the First Land and appurtenances and inheritances for access and user thereof.

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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, admeasuring 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 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 Lessors 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 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 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 Lessors 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

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units erected thereon, admeasuring 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 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 Lessors 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, admeasuring 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 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 Lessors in the Fifth Land and appurtenances and inheritances for access and user thereof.

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

The Said Share, being an undivided 2/3rd (two 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 **(1)** the First Land, being land measuring 1.75 (one point seventy five) decimal, equivalent to 1 (one) *cottah* 1 (one) *chittack* and 9 (nine) square

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		Fui Hsien Koo Li	696358	-do	20833.00	4292.00	16541.00
		Mimi Fui Mi Lin,	696360	-d0-	20834.00	4291.00	16543.00
		Fui Lim Li	696361	-do-	20834.00	4291.00	16543.00
		Fui Chung Li	696357	-do-	20833.00	4292.00	16541.00
5.	Tapaswat Commercial Private Limited	Li Yao Hung	564101	HDFC Bank, Elite Row Branch	125000.00	25750.00	99250.00
		Chin O Li	564102	-do-	20833.00	4292.00	16541.00
		Fui Fui Chung,	564105	-do-	20833.00	4292.00	16541.00
		Fui Hsien Koo Li	564104	-do	20833.00	4292.00	16541.00
		Mimi Fui Mi Lin,	564106	-d0-	20834.00	4291.00	16543.00
		Fui Lim Li	564107	-do-	20834.00	4291.00	16543.00
		Fui Chung Li	564103	-do-	20833.00	4292.00	16541.00

Sr. No.	Name of the Lessee	Name of the Lessor	Cheque No. & Date 16/7/12	Drawn on	Amount	TDS deducted	Net amt paid
6.	Srijan Enclave Private Limited,	Li Yao Hung	037725	Punjab & Sind Bank Chowringee Road Branch	125000.00	25750.00	99250.00
		Chin O Li	037726	-d0-	20833.00	4292.00	16541.00
		Fui Fui Chung,	037729	-d0-	20833.00	4292.00	16541.00
		Fui Hsien Koo Li	037728	-d0-	20833.00	4292.00	16541.00
		Mimi Fui Mi Lin,	037730	-d0-	20834.00	4291.00	16543.00
		Fui Lim Li	037731	-do-	20834.00	4291.00	16543.00
		Fui Chung Li	037727	-d0-	20833.00	4292.00	16541.00
7.	Srijan Infra Realty Ltd	Li Yao Hung	037628	Punjab & Sind Bank Chowringee Road Branch	125000.00	25750.00	99250.00
		Chin O Li	037629	-d0-	20833.00	4292.00	16541.00
		Fui Fui Chung,	037632	-d0-	20833.00	4292.00	16541.00
		Fui Hsien Koo Li	037631	-d0-	20833.00	4292.00	16541.00
		Mimi Fui Mi Lin,	037633	-d0-	20834.00	4291.00	16543.00
		Fui Lim Li	037634	-do-	20834.00	4291.00	16543.00
		Fui Chung Li	037630	-d0-	20833.00	4292.00	16541.00
8.	Srijan Land & Building Pvt. Ltd.	Li Yao Hung	152758	Punjab & Sind Bank Chowringee Road Branch	125000.00	25750.00	99250.00
		Chin O Li	152759	-d0-	20833.00	4292.00	16541.00
		Fui Fui Chung,	038443	-d0-	20833.00	4292.00	16541.00

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		Fui Hsien Koo Li	638008		20833.00	4292.00	16541.00
		Mimi Fui Mi Lin,	038010	-d0-	20834.00	4291.00	16543.00
		Fui Lim Li	638011	-do-	20834.00	4291.00	16543.00
		Fui Chung Li	152801	-d0-	20833.00	4292.00	16541.00
9.	Panchkoti Stockist Pvt. Ltd.	Li Yao Hung	290352	Punjab & Sind Bank Chowringee Road Branch	125000.00	25750.00	99250.00
		Chin O Li	290353	-d0-	20833.00	4292.00	16541.00
		Fui Fui Chung,	290356	-d0-	20833.00	4292.00	16541.00
		Fui Hsien Koo Li	290355	-d0-	20833.00	4292.00	16541.00
		Mimi Fui Mi Lin,	290357	-d0-	20834.00	4291.00	16543.00
		Fui Lim Li	290358	-do-	20834.00	4291.00	16543.00
		Fui Chung Li	290354	-d0-	20833.00	4292.00	16541.00
10.	Suvridhi Commotrade Pvt. Ltd.	Li Yao Hung	290562	Punjab & Sind Bank Chowringee Road Branch	125000.00	25750.00	99250.00
		Chin O Li	290563	-d0-	20833.00	4292.00	16541.00
		Fui Fui Chung,	290567	-d0-	20833.00	4292.00	16541.00
		Fui Hsien Koo Li	290566	-d0-	20833.00	4292.00	16541.00
		Mimi Fui Mi Lin,	290568	-d0-	20834.00	4291.00	16543.00
		Fui Lim Li	290569	-do-	20834.00	4291.00	16543.00
		Fui Chung Li	290564	-d0-	20833.00	4292.00	16541.00

For LI YAO HUNG
By his Constituted Attorney

(Constituted Attorney)

For CHIN O LI
FUI HSIEN KOO LI
FUI FUI CHUNG
MIMI FUI MI LIN
FUI LIM LI
By their Constituted Attorney

(Constituted Attorney)

[Lessors]

Witnesses:

Signature

Name

Signature

Name Radhe Shyam Pancharia

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

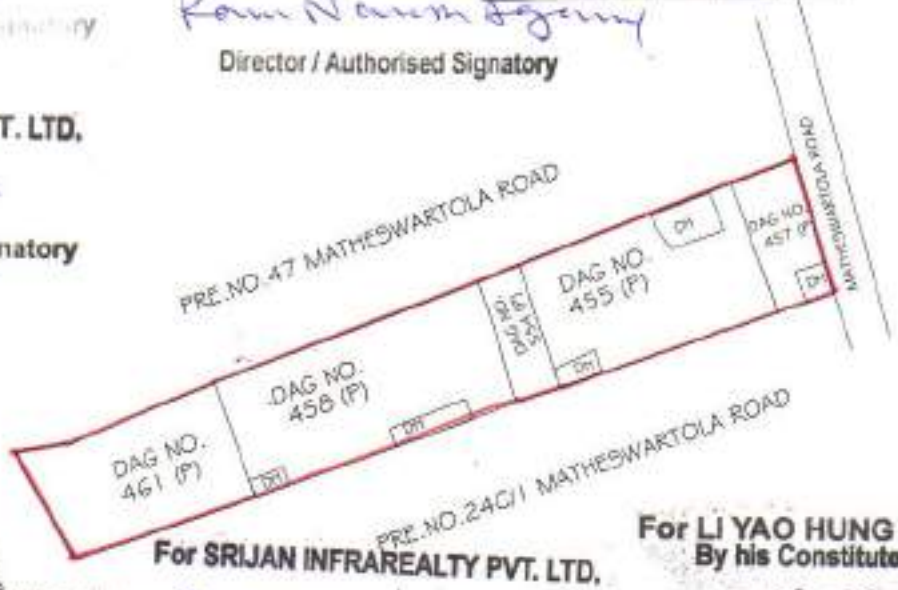
TOTAL LAND AREA = 19 kt. 02 ch. 25 sft.

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

N



KRITYA COMMERCIAL PVT. LTD.

Director Authorised Signatory

For SRIJAN ENCLAVE PRIVATE LIMITED

Director / Authorised Signatory

AACHAMAN VINIYOG PVT. LTD.

Director Authorised Signatory

ASHWAGANDHA MERCHANTS PVT. LTD.

Director Authorised Signatory

For SRIJAN INFRAREALTY PVT. LTD.

Director / Authorised Signatory

For LI YAO HUNG
By his Constituted Attorney

(Constituted Attorney)

PARAKASHTHA MERCHANTS PVT. LTD.

Director Authorised Signatory

For SRIJAN LAND & BUILDING PVT. LTD.

Director / Authorised Signatory

For CHIN O LI
FUI HSIEN KOO LI
FUI FUI CHUNG
MIMI FUI MI LIN
FUI LIM LI
By their Constituted Attorney

(Constituted Attorney)

Tapaswat Commercial Pvt. Ltd.

Director / Authorised Signatory

Panchkoti Stockist Private Limited

Director / Auth. Signatory

SUVRIDHI STOCKIST PRIVATE LIMITED

Director / Auth. Signatory

SIGNATURE OF LESSEES

SIGNATURE OF LESSORS

Addl. Registrar - II
Alipur, South 24 Parganas

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SPECIMEN FORM TEN FINGER PRINTS

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

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SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
						
		Little	Ring	Middle (Left	Fore Hand)	Thumb
		Thumb	Fore	Middle (Right	Ring Hand)	Little
	 Dhiraj Sethia					
		Little	Ring	Middle (Left	Fore Hand)	Thumb
		Thumb	Fore	Middle (Right	Ring Hand)	Little
	 Ram Naam Agarwal.					
		Little	Ring	Middle (Left	Fore Hand)	Thumb
		Thumb	Fore	Middle (Right	Ring Hand)	Little

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feet, more or less **together with** structures and dwelling unit erected thereon, admeasuring 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 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 **1st Schedule** above **(2)**the Second Land, being 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, admeasuring 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 **1st Schedule** above **(3)** the Third Land, being 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 **1st Schedule** above **(4)** the Fourth Land, being 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, admeasuring 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 **1st Schedule** above **and (5)** the Fifth Land, being 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, admeasuring 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 **1st Schedule** above **together with** all benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature of the Lessors in the Said Share In Said Property and appurtenances and inheritances for access and user thereof.

Alipore South 24 Parganas

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14. Execution and Delivery

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

KRITYA COMMERCIAL PVT. LTD.

Director Authorised Signatory

AACHAMAN VINIYOG PVT. LTD.

Director Authorised Signatory

ASHWAGANDHA MERCHANTS PVT. LTD.

Director Authorised Signatory

PARAKASHTHA MERCHANTS PVT. LTD.

Director Authorised Signatory

For LI YAO HUNG
By his Constituted Attorney

(Constituted Attorney)

For CHIN O LI
FUI HSIEN KOO LI
FUI FUI CHUNG
MIMI FUI MI LIN
FUI LIM LI
By their Constituted Attorney

(Constituted Attorney)

Tapaswat Commercial Pvt. Ltd.

Director / Authorised Signatory

For SRIJAN ENCLAVE PRIVATE LIMITED

Director / Authorised Signatory

For SRIJAN INFRAREALTY PVT. LTD.

Director / Authorised Signatory

For SRIJAN LAND & BUILDING PVT. LTD.

Director / Authorised Signatory

Panchkoti Stockist Private Limited

Director / Auth. Signatory

SUVRIDHI STOCKIST PRIVATE LIMITED

Director / Auth. Signatory

[Lessors] [Lessees]

Witnesses:

Signature

Name

Father's Name

Address

Signature

Name Radha Syam Panchania

Father's Name Sri B.L. Panchania

Address 1/11, Aurobinda Nagar
Kolkata-700032

South 24 Parganas
16 JUL 2012

Receipt and Memo of Consideration

Received from the withinnamed Lessees the withinmentioned sum of Rs.25,00,000/- (Rupees twenty five lac) towards full and final payment of the premium and/or salami of the Said Share In Said Property described in the 2nd **Schedule** above, in the following manner:

Sr. No.	Name of the Lessee	Name of the Lessor	Cheque No. & Dated (16.07.2012)	Drawn on	Amount	TDS deducted	Net amt paid
1.	Ashwagandha Merchants Pvt. Ltd.,	Li Yao Hung	696954 dt 16.07.2012	Indian Bank, Sarat Bose Road Branch	125000.00	25750.00	99250.00
		Chin O Li	696955 dt 16.07.12	-do-	20833.00	4292.00	16541.00
		Fui Fui Chung,	696958 dt 16.7.2012	-do-	20833.00	4292.00	16541.00
		Fui Hsien Koo Li	696957 dt 16.07.2012	-do	20833.00	4292.00	16541.00
		Mimi Fui Mi Lin,	696959 dt 16.07.2012	-d0-	20834.00	4291.00	16543.00
		Fui Lim Li	696960 dt 16.7.2012	-do-	20834.00	4291.00	16543.00
		Fui Chung Li	696956 dt 16.07.12	-do-	20833.00	4292.00	16541.00
2.	Parakashtha Merchants Private Limited	Li Yao Hung	696504 dt 16.07.2012	Indian Bank, Sarat Bose Road Branch	125000.00	25750.00	99250.00
		Chin O Li	696505 dt 16.07.2012	-do-	20833.00	4292.00	16541.00
		Fui Fui Chung,	696508 dt 16.7.12	-do-	20833.00	4292.00	16541.00
		Fui Hsien Koo Li	696507 dt 16.07.2012	-do	20833.00	4292.00	16541.00
		Mimi Fui Mi Lin,	696509 dt 16.7.2012	-d0-	20834.00	4291.00	16543.00
		Fui Lim Li	696510 dt 16.7.12	-do-	20834.00	4291.00	16543.00
		Fui Chung Li	696506 dt 16.7.12	-do-	20833.00	4292.00	16541.00
3.	Kritya Commercial Private Limited	Li Yao Hung	696206	Indian Bank, Sarat Bose Road Branch	125000.00	25750.00	99250.00
		Chin O Li	696207	-do-	20833.00	4292.00	16541.00
		Fui Fui Chung,	696210	-do-	20833.00	4292.00	16541.00
		Fui Hsien Koo Li	696209	-do	20833.00	4292.00	16541.00
		Mimi Fui Mi Lin,	696211	-d0-	20834.00	4291.00	16543.00
		Fui Lim Li	696212	-do-	20834.00	4291.00	16543.00
		Fui Chung Li	696208	-do-	20833.00	4292.00	16541.00
4.	Aachaman Viniyog Private Limited	Li Yao Hung	696355	Indian Bank, Sarat Bose Road Branch	125000.00	25750.00	99250.00
		Chin O Li	696356	-do-	20833.00	4292.00	16541.00
		Fui Fui Chung,	696359	-do-	20833.00	4292.00	16541.00

South 24 Parganas

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Dated this _____ day of _____, 2012

Between

Li Yao Hung & Ors.
... Lessors

And

Ashwagandha Merchants Pvt. Ltd. & Ors.
... Lessees

DEED OF LEASE

2/3rd (two third) Share in Portion of
Premises No.47, Matheswartola Road
Police Station Pragati Maidan
Kolkata-700046

Saha & Ray
Advocates
3A/1, 3rd floor
Hastings Chambers
7C, Kiran Sankar Roy Road
Kolkata-700001