

17 ACRES

2008 - D.S.R. - III Road No - 2761



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

C 408063

7104/3399  
 16/05/08



...	41.00
(1) & (2)	5.00
(a)	6.00
(b)	20.00
...	6.00
<b>Total</b>	<b>41.00</b>

*Afaran*  
 16/05/08

GENERAL NO. 01/1974/ITL  
KABUPATEN MUNDAPAK KOWI  
KABUPATEN MUNDAPAK KOWI

*De*

Ketua Pengadilan  
Samar Kendor  
Kantor Pengadilan  
Mundapak Kow, Maluku





পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

C 408060

জো  
ফাইল  
লেজ  
২৫/৫/০৮

৫৫৪৯৪৫ x ৪ = ২২,৩৫৮০  
১৭৭০১১৭৭৪ = ১৭৭০১১৭৭৪  
১০০  
১২৫২৫০৩৫  
১২৫২৫০৩৫

Stamp Act 1958  
35a (vii)  
Total Rs.

A(1) 12287/-  
A(1) 1947121/-  
E 7/-  
E 7/-  
H 25/-  
M(1) 4/-  
1959454/-

১২২৪৭ -  
১৯৫৩১২ -  
৭ -  
৭ -  
৩৪ -  
১৯৫৯৫৫

D.D. No. 12525035/-  
D.D. No. 878056  
৪ ৯.৫.০৮  
Dated 12.5.08  
D & Co

Sub-Registrar - III  
Alipur, South 24 Parganas

12.5.08

THIS INDENTURE OF LEASE made this 12th day of May 2008

Shrawan Kumar Das

of..... KOLKATA-700107  
Expects.....

*Des*  
Sudhansu Das  
Stamp Vendor  
Alipore Police Court  
South 24 Pps. Kol-27



7:00 P.M. 12th  
The private May 2008  
Registrar Registration Office  
South 24 Parganas  
Kolkata  
Sudhansu  
Kumar  
Todi

Sudhansu Kumar Todi  
Dist. Sub. Registrar - III  
Alipore, South 24 Parganas  
17 2 MAY 2008



VCTI-1819

Sudhansu Kumar  
S/o. ~~...~~ as a B.I.  
of Bengal, N.B.C.  
Hd. office of  
Dist. South 24 Parganas  
17 Cantonment, Madhira  
P.S.

BENGAL HRI COMPLEX LIMITED  
Sudhansu Kumar Todi  
Director



IDENTIFIED BY ME

Sudipta Bhowal  
SUDIPTA BHOWAL  
S/o SUDHANU BHOWAL  
Occupation - Service.  
22, Hind Road,  
New Santoshpur,  
Kolkata-700075.

Sudipta Bho  
S/o. ~~...~~ Sudhanu  
of 22 Hind Road  
New Santoshpur  
Dist South 24 Parganas K  
17 Cantonment, Madhira  
P.S.

Sudipta Bhowal  
Dist. Sub. Registrar - III  
Alipore, South 24 Parganas  
17 2 MAY 2008

BETWEEN

THE GOVERNOR OF THE STATE OF WEST BENGAL hereinafter called the 'LESSOR' (which expression unless excluded by or repugnant to the context be deemed to include his successor-in-office and assigns) of the ONE PART

AND

BENGAL NRI COMPLEX LIMITED, a Company incorporated under the Companies Act 1956 and having its Registered Office at Anandapur, Madurdaha, Post Office, East Kolkata Township Project, Police Station, Tiljala, Kolkata-700107, hereinafter called the 'LESSEE' (which term unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the OTHER PART.

WHEREAS the LESSEE has applied for permission to occupy for the purpose of establishment of a Township in accordance with the provisions of the Town and Country (Planning & Development) Act 1979 in the land hereinafter mentioned and described in Part-I of the Schedule hereunder written AND WHEREAS such application has received the approval of the State Government in the Land and Land Reforms Department

NOW THIS INDENTURE WITNESSETH that in consideration of the payment to the LESSOR by the LESSEE of the sum of Rs.17,70,11,978/- (Rupees Seventeen crore seventy lakh eleven thousand nine hundred and seventy eight) only on or before the execution of these presents and of the rent hereby reserved and fully mentioned in Part-II of the Schedule hereunder written and of the covenants and conditions contained in Part-II of the Schedule hereunder written on the part of the LESSEE to be paid, observed and performed, the LESSOR doth hereby demise unto the LESSEE all that piece and parcel of land more particularly delineated in the plan hereunto annexed and described in Part-I of the Schedule hereunder written TO HOLD the same unto the LESSEE for the period of ninety-nine (99) years from the 30th day of April 2008 yielding and paying therefor the rents at the time and in the manner specified in Part-II of the said Schedule hereunder written.

*[Handwritten Signature]*

Shrawan Kumar Jochi

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District Land & Land Reforms officer South  
24 Parganas on behalf of the Govt of West  
Bengal. who is executant from  
personal appearance in this office  
under Sec-XVI of 1908 is proved  
his Seal & signature.



*[Handwritten signature]*

District Sub-Registrar - III  
South 24 Parganas

12 MAY 2008

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

Signed, Sealed and delivered by :-  
**SRI TAPAS CHOWDHURY**  
Additional District Magistrate and  
District Land & Land Reforms Officer -  
South 24 Parganas, for and on behalf of the  
**GOVERNOR OF WEST BENGAL,**  
In the presence of :-

*Tapas 7-5-08*  
Additional District Magistrate  
and  
District Land and Land Reforms Officer  
South 24 Parganas  
Signature (with Seal)

1) Signature & Address of the Witness

*Sukumar Bandyopadhyay*  
By. D.L. & L.R.O.  
South 24 Parganas  
Alipore

2) Signature & Address of the Witness

*Mamoni Chakrabarti*  
Special Revenue Officer, Sr-2  
Office of the A.D.M. and D.L. & L.R.O.  
South 24 Parganas, Alipore,  
Kolkata-711017

Signed, Sealed and delivered by :-  
**SRI SHRAWAN KUMAR TODI**  
Managing Director,  
Bengal NRI Complex Limited  
for and on behalf of the LESSEE,  
In the presence of :-

BENGAL NRI COMPLEX LIMITED  
*Shrawan Kumar Todi*  
Director

Signature (with Seal)

1) Signature & Address of the Witness

*A S MUNDKUR*  
A S MUNDKUR  
UD-020503 UDAYAN  
1050/1 SURVEY PARK  
KOLKATA 700075

2) Signature & Address of the Witness

*SUDIPTA BHOWAL*  
SUDIPTA BHOWAL  
22, HIND ROAD,  
NEW SANTOSH PUR,  
KOLKATA 700078

*[Signature]*  
WITNESS TO BE A TRUE COPY  
*[Signature]*  
Special Revenue Officer  
South 24 Parganas, Alipore

16 MAY 2008

16 MAY 2008





THE SCHEDULE ABOVE REFERRED TO  
Part - I  
Particulars of the Plot of Land

- 1. Plot Number : 345 (Part)
- 2. Total Area of Plot : 74.53 Acres
- 3. Share & Area of the Plot Leased Out : 17 Acres (22.81% of Plot No.345)
- 4. Name of Mouza : Madurdaha
- 5. J.L. Number : 12
- 6. Name of Thana : Tiljala
- 7. Sub-Registration District : DSR-III, Alipore, Kolkata
- 8. District : South 24-Parganas

North : RS Plot 343 of Mouza Madurdaha, JL No.12 (Mundapara Road)

East : Part of RS Plot 345 of Mouza Madurdaha, JL No.12 (37.26 Acres earlier leased to the same LESSEE)

South : Part of RS Plot 345 of Mouza Madurdaha, JL No.12 (20.27 Acres)

West : Chowbhaga Road

*[Signature]* Shrawan Kumar Jochi

## Part - II

1. The LESSEE shall carry out the terms embodied in this lease and will continue to be bound thereby.
2. The LESSEE shall pay annual rent of Rs.5,58,985/- (Rupees Five Lakh fifty eight thousand nine hundred and eighty five) only of the leasehold plot of land in the District Land & Land Reforms Office of South 24-Parganas within first 60 days of the year for which such rent is payable. In case of delay or default on the part of the LESSEE in payment of lease rent and other charges payable under these presents, the LESSEE shall be liable to pay, without prejudice to the other rights of the LESSOR, interest at the rate of 6% % per annum on the amount of the rent in arrear till the day of payment.
3. All money payable by the LESSEE to the LESSOR under this deed shall, apart from other remedies, be realisable as a public demand under the Bengal Public Demands Recovery Act or any statutory modification thereof for the time being in force.
4. The LESSEE shall utilise the plot of land for the purpose for which it is leased within 3 (three) years from the date of issue of order sanctioning such lease failing which the LESSOR reserves the right to resume the plot of land after giving the LESSEE an opportunity of being heard.
5. The LESSEE shall be liable to pay such rent from time to time that may at any time hereafter be assessed, charged or imposed on the demised land in accordance with the direction of the State Government.
6. Should the LESSEE duly and faithfully observe and fulfil the terms, conditions and covenants on the part of the LESSEE herein contained, the LESSEE shall, on the expiration of the aforesaid period of ninety-nine years, be entitled to have renewal of this lease for a further period of ninety-nine years upon the same terms and conditions and to such other terms and conditions as the State Government may from time to time consider it necessary to impose and include in such renewed lease or leases.
7.
  - a. The LESSEE shall not transfer or assign his leasehold interest on the demised land, whether in full or in part, without formal permission of the District Land and Land Reforms Officer who shall obtain prior approval of the State Government in

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Shrawan Kumar Jochi

- granting such permission. Provided that no such permission shall be necessary for transfer or assignment of leasehold interest to the successor by inheritance.
- b. The transferee or assignee or successor by inheritance of the leasehold interest on the demised land shall duly get their names registered in the District Land and Land Reforms Office within three calendar months after obtaining possession of the land and will possess and use the land and be bound by all terms, conditions and covenants herein contained.
  - c. The transferee or assignee, other than successor by inheritance, shall be required to enter into fresh lease after expiry of the unexpired period of this lease on such terms and conditions and on payment of such salami and annual rent as the State Government may then fix in granting such fresh lease.
8. The LESSEE shall not in any way diminish the value or injure or make any permanent alterations in the said demised land without the previous written consent of the District Land and Land Reforms Officer and shall not sell or dispose of any earth, clay, gravel, sand or stone from the demised land as stated in Clause 17 of these presents nor excavate the same except so far as may be necessary for the execution of the works for which the land has been leased out. In the event of making any ditch or excavation, which causes injury to the property without the consent of the District Land and Land Reforms Officer, the District Land and Land Reforms Officer shall cause a notice to be served upon the LESSEE asking him to fill the ditch or excavation. Within one month from the date of receipt of such notice the LESSEE shall comply with the instruction and report compliance to the District Land and Land Reforms Officer.
  9. The LESSEE shall keep the land free from jungle and all sorts of nuisance. On his failure to do so, the District Land and Land Reforms Officer shall cause a notice to be served upon the LESSEE asking him to remove the same. Within one month from the date of receipt of such notice the LESSEE shall comply with the instruction and report compliance to the District Land and Land Reforms Officer.
  10. The LESSEE shall pay and discharge all existing and future rates, taxes and assessment, duties, imposition, outgoings and burdens whatever assessed, charges or imposed upon the demised premises or upon the LESSEE or occupier thereof.
  11. The LESSEE shall preserve intact the boundaries of the holding and keep them well demarcated according to the requisition of the District Land and Land Reforms



Shrawan Kumar Jochi

Officer. For the purpose of identification of boundary, boundary marks should be fixed as per specification to be prescribed by the District Land and Land Reforms Officer. It will be the duty of the LESSEE to maintain all the boundary marks in good condition. Should any boundary mark be missing the LESSEE shall report the fact to the District Land and Land Reforms Officer. On receipt of the report the District Land and Land Reforms Officer shall arrange relocation of the position of missing marks. Marks shall be restored by the LESSEE immediately after relocation of the position at his own expenses.

12. The LESSEE shall not be entitled to convert the demised land or any part thereof into a place of religious worship without the previous consent of the LESSOR obtained in writing or use or allow the demised premises or any part thereof to be used as place for cremation or burial.
13. The LESSEE shall not use or permit any other persons to use the demised land or any part thereof for a purpose other than that for which it is leased or in a manner which renders it unfit for use for the purpose of the lease.
14. The LESSEE shall not sublet part or whole of the demised land in any manner whatsoever.
15. The LESSEE shall not use nor permit any other person to use the demised land or any share or portion thereof for any immoral, illegal or unsocial purposes in any manner so as to become a source of grave danger to the public peace or public safety.
16. If the demised land or any part thereof shall, at any time, be required by Government for a public purpose, the LESSEE shall give up the same on demand without any claim to compensation in respect of the said demised land. If the land is required permanently the lease shall forthwith be determined and the LESSEE shall be entitled to such fair and reasonable compensation for buildings and improvements effected by him as shall be decided by the District Land and Land Reforms Officer. If a part of the land is required, whether permanently or temporarily, or if the whole of the land is required temporarily, the lease shall not be determined, but in the former case the LESSEE shall be entitled to proportionate reduction of rent and in the latter case to a total remission of rent, and to such compensation in either cases as shall be decided by the District Land and Land Reforms Officer which shall be final.

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Shrawan Kumar Jochi












- 17. The LESSOR reserves to himself the right to all minerals on the lands together with such rights of way and other reasonable facilities as may be requisite for working, gathering and carrying away such minerals.
- 18. The LESSEE shall have to obtain necessary clearance from the appropriate authority such as West Bengal Pollution Control Board, Development Authority, Municipal Corporation, Municipality, Gram Panchayat, etc., as may be required before executions of the work on the demised land for which it is leased and for failure to do so the lease shall forthwith be determined.
- 19. The LESSEE shall permit the LESSOR and his agents on 24 hours' notice at all reasonable time during the erection of the buildings and subsequent thereto to enter upon the demised premises to view the condition of the buildings for the time being erected or in course of erection thereon and for all other reasonable purposes.
- 20. All fossils, coins, articles of ancient value or antiques and/or remains of geological and/or archaeological value or interest if found and/or retrieved from any part of the demised land the same shall be the absolute property of the LESSOR and the LESSEE shall ensure protection of the same until removal and/or retrieval by the LESSOR forthwith from detection.
- 21. On breach or non-observance of any of the foregoing covenants, terms or conditions rendering the demised land unfit for use for the purpose for which it is leased, the lease shall be determined/terminated by the LESSOR on giving the LESSEE an opportunity of being heard and the LESSEE shall forthwith make over quiet and peaceful possession of the lands and hereditaments to the District Land and Land Reforms Officer on behalf of the LESSOR.

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Shrawan Kumar Jodi

WITH PHOTO


R.H. BOX - THUMB TO SMALL PRINTS

 Shrawan K. Jodi	L.H.					
	R.H.					

ATTESTED :- Shrawan K. Jodi

 PHOTO	L.H.					
	R.H.					

ATTESTED :-

 PHOTO	L.H.					
	R.H.					

ATTESTED :-