shownice of the House U, 404-in The endorsement sh et/s and an den Fre in exemple the part of this document, The Hon. Deputy Secretary to the Givet as west Benghl, Writers Brilding Dist ict Sub-Registrer Sutahata Korkata O6 SEP 2010 THIS INDENTURE of lease made this \_\_\_\_ 3 rd September + WO Housand Ten between the HALDIA DEVELOPMENT AUTHORITY hereinafter referred as "The Authority", a statutory body constituted under the West Bengal Town and Country (Planning & Development) Act, 1979 (West Bengal Act XIII of 1979) having its office at Haldia Unnayan Bhawan, P.O. Debhog, City Centre, P.S. Bhabanipur (formerly Haldia Service S Sutahata) Haldia, Purba Medinipur, PIN - 721 657 hereinafter referred as the "Lessor" (which expression shall unless excluded by or repugnant to the subject or context means & includes its successor or successors in the office) of the ONE PART DAX 41196 Haldia Service Society, a Society registered under the West Bengal Societies Registration Act, 1961 bearing registration No. S/67084 of 1990 - 1991 dated 11th February, 1991 from Registrar of Farms, Societies & Non-Trading Corporation, Government of West Bengal having its Registered office at Utsab Bhaban, City Centre, P.O. Debhog, Dist. Purba Medinipur, PIN - 721 657 on the OTHER PART (LESSEE). WHEREAS the second party/ Lessee has applied to the first party/ lessor for the grant to him/ it of lease of the plot of land hereinafter more particularly mentioned and described in the Schedule hereunder written, being part of the area of land acquired and developed by the Government of West Bengal (hereinafter referred to as the "Government") for the period and on the terms and conditions and covenants hereinafter mentioned and the first party/lessor has agreed to the proposal of the Second Party/ Lessee. ATTESTED re (Atvocate) Enrolment No. FITTIPS

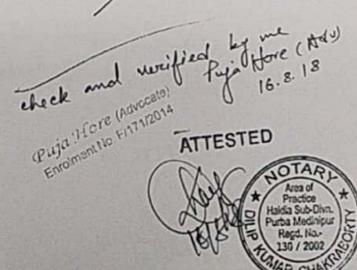
### NOW THIS INDENTURE WITNESSTH AS FOLLOWS:

- 1. In consideration of the purposes for which the land hereinafter referred to and mentioned in the Schedule as hereunder written is required by the Lessee and in consideration of the premium of the sum of Rs. 22,00,000/- (Rupees twenty two lakh) only being at the rate of Rs. 5,500/ - per decimal has been paid to the Authority by the 2nd Party/ Lessee on or before the execution of these presents (the receipt whereof the Authority both hereby acknowledge) in the manner hereinafter appearing and of the rent and the lessee covenants hereinafter reserved and contained the first party/ lessor doth hereby demise unto the second party/ Lessee. ALL THAT piece or parcel of land and premises more particularly described in the Schedule hereunder written (hereinafter referred to as the 'demised land') TO HOLD the same UNTO the Second Party/Lessee as from the 3rd day of Sestember for the term of 90 (ninety) years paying on annual rent at the rate of Rs. 10/- (Rupees ten) only per Decimal or part thereof only during the said terms on the 31st day of March every year for the year of which such rent shall be due and payable without any deduction or abatement whatsoever.
- That the Second Party/ Lessee to the intent that the obligation and covenants shall continue throughout term hereby created, agree and covenants with the first party/ lessor as follows:-
- To pay the annual rent of the demised land at the rate of Rs. 10/- per Decimal or part thereof from the year of possession of the land. In default of payment of rent within the year in which the rent fall due the lease should be bound to pay in addition of the arrear of the rent of interest at the rate of 6% per annum on the amount of rent in arrear from the date of default till the date of payment.

Page 2 of 10

- ii) To bear, pay, discharge all existing and future rates, taxes, assessment duties, impositions and outgoing whatsoever imposed or charged upon the demised land or structure or upon the owner or occupier in respect thereof or payable to any authority by either in respect thereof.
- rules as may from time to time be framed by the Government or of the Municipal Authority having jurisdiction and in the absence of such Authority according to the rules as may be prescribed by the Government and according to the plans, specifications, clevations, designs and sections as may be sanctioned by the Government or by any local or Statutory Authority in that behalf, within 5 (five) years from the date on which the land/ Premises are demised to the second party/ Lessee, failing which the party/ Lessor reserves the right to terminate the agreement and resume possession of the land upon payment of the premium as originally fixed.
  - iv) To use the demised land purely for the purpose of erecting building for Vidyasagar Industrial Training Centre at Haldia and for no other purpose whatsoever without the previous consent in writing of the Government failing which the first party/ lessor reserves the right to terminate the terms, forfeit the amount/ amounts paid and resume possession of the land subject to payment of such reasonable compensation for standing structures, if any, as may be decided by the first party/ Lessor.
  - Not to engage in the premises in any commercial activity other than those prescribed by the Municipal or any other authority empowered to do so and in particular not to engage in trades and businesses which are offensive noxious or injurious to public health.



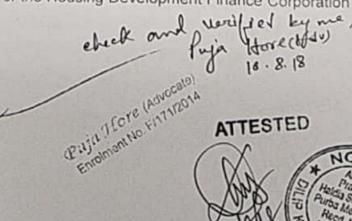


vii) Not to assign, transfer or charge or mortgage the lease-hold interest of the second party/ lessee in the demised land and the buildings created to be erected thereon without the previous consent in writing of the Government, provided however, in the event of transfer of assignment of the lease, the first party/ lessor shall have the right to resume the lease hold by exercising the right of preemption after paying to the second party/ lessee the premium originally fixed and such fair and reasonable compensation for buildings, and improvement effected as shall be decided by the First party/ lessor.

In the event of difference between the parties as to the value of building, the matters in dispute shall be referred to the arbitration of an arbitrator if the Parties can agree upon one or otherwise to two arbitrators, one to be appointed by each party with an Umpire. The award of the arbitrator or arbitrators or the Umpire as the case may be, shall be final and binding on both the Parties.

Provided however that in case the Lessee transfers or assigns the leasehold interest in the land/structure standing thereon in favour of L.I.C. or any scheduled or Nationalized Bank or financial institution/entity approved by the Reserve Bank of India or Government or Semi Government Organization or registered Housing Cooperative Society or Statutory Body or the Housing Development Finance Corporation

if 10



Limited or by creating mortgage for repayment of Loan for house building purposes, Life Insurance Corporation of India or scheduled or Nationalized Bank or financial institution/ entity approved by the Reserve Bank of India or Government or Semi-Government Organization or registered Housing Co-operative Society or Statutory Body or the Housing Development Finance Corporation Ltd., as the case may be, may claim priority over the Lessor in respect of right of preemption on the demised land and/ or structures standing thereon subject to the condition that all the dues of the Lessor as provided herein shall be payable and recoverable to the Government of West Bengal either from the Lessee or from the Life Insurance Corporation Organisation or registered Housing Co-operative Society or Statutory Body
or Housing Development Finance Corporation Ltd. as the conditions of the Lease.

viii) Should the second party/ lessee die or goes into liquidation after having made a bequest of the lease-hold premises and the building erected or to be erected thereon in favour of more than one person or die intestate leaving more than one heir then in such case the persons to whom the lease-hold premises with the buildings thereon be so bequeathed or the heirs or the successor-in-interest/ successors-in-interest of the second party/ lessee, as may be approved by the court or otherwise as the case may be, shall hold the said property jointly without having any right to have partition of the same by metes and bounds or they shall nominate one person amongst their number in whom the same shall vest.

ix) To bear and pay all expenses incurred in respect of preparation, execution and registration of the indenture of lease including the stamp duty and registration fees payable therefore.

Haldia Service Soc

xi) Not to use or allow to be used leasehold premises and/ or the building and structures to be erected or executed thereon for any unlawful, illegal or immoral purpose or to be used so as to cause any annoyance or inconvenience to the occupiers of adjoining or neighboring premises or to any nuisance to the area surrounding the demised land/ premises. /

xii) To keep the demised premises including the buildings, sewers, drains, walls and appurtenances in clean and sanitary condition and in a proper state of habitable condition and repairs and to keep the boundaries of the demised land well marked so that the same may be easily recognized and identified.

xiii) To observe, perform and comply with all requisition as may from time to time be made by the Government or any local or statutory body in respect of the land and the buildings and structures that may be erected thereon by the lessee.

xiv) To yield up the demised premises with fixtures except tenant's fixtures and additions thereto at the determination of the tenancy in good and tenantable repair and condition in accordance with the covenants herein before contained.

xv) Not to sub-divide the plot without the prior written consent of the Lessor.

xvi) Not to construct or allow construction or of allow to be used as a place of public worship in any part of the demised land without the permission of the Government in writing being first obtained.

cheek and writied by me

Cheek and Prying Horre (Kay)

16.8.18

ATTESTED

The proportion of the property of th

Page 6 of 10

- 3. The first party/ lessor hereby covenants with the second party/ lessee that the second party/ lessee paying the rent hereby reserved and observed and observing the performing the several covenants & stipulations herein on his part contained shall peaceably hold and enjoy the demised land during the said term without any interruption by the first party/ lessor or any person rightfully claiming under or trust for him.
- 4. The lessee instead of sinking well/ tubewell will have to apply separately to the Haldia Development Authority/ Haldia Municipality for arranging water supply to the premises for which a separate agreement will be executed. The lessee will have to pay necessary charges for water connection from Haldia Water Supply Project.

### PROVIDE ALWAYS AND IT IS EXPRESSLY AGREES AS FOLLOWS:

a) If the rent hereby reserved or any part thereof shall be unpaid for 30 (thirty) days after becoming payable (whether formally demanded or not) or if any covenant on the second party/ lessee's part herein contained shall not be performed or observed or if the second party/ lessee or other person in whom for the time being the terms hereby created shall be vested shall become bankrupt then and if any of the said cases it shall be lawful for the first party/ lessor at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the first party/ lessor in respect of any breach of second party/ lessee's covenants herein contained.

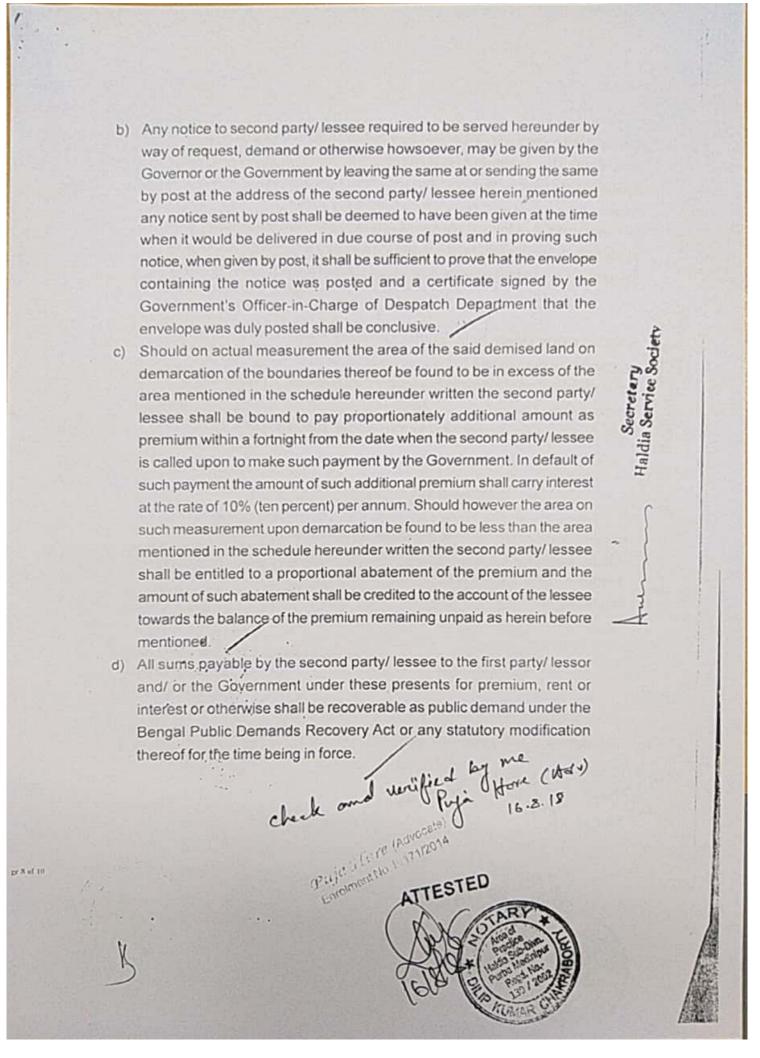
Puja (Hare (Advocate) Enrolniant No FITTIZO14

Page 7 of 10

ATTESTED

Haldia Service Society

Secretary



- e) In case of determination of lease by surrender/ resumption/ cancellation of allotment, of the premium of the property is to be refunded to the lessee provided that the property is surrendered/ resumed in the same condition in which it was leased out. However the lessor has right to deduct an amount 25% (twenty five percent) of premium realized or liable to be realized as administrative cost for such surrender or resumption, if the surrender or resumption of leasehold land takes places within a period of 5 (five) years from the date of allotment.
- 5. Should the second party/lessee duly and faithfully observe and fulfill the terms, conditions and covenants on the part of the second party/lessee herein contained, the lessee may, on the expiration of the aforesaid period of 90 (ninety) years, renew the leasehold interest for such period and on such terms and conditions as may be mutually agreed between the lessor and the lessee.

## SCHEDULE ABOVE REFERRED TO

ALL THAT piece & parcel of land measuring 4.00 (four point zero) acres of land (plot schedule enclosed) situated in Mouza Purba Srikrishnapur, JL No. 103, P.S. Sutahata, Dist Purba Medinipur, Sub-Registration office - Sutahata, P.S. Sutahata in the District of Purba Medinipur within the West Bengal, butted

& bounded by :-.. North by : HDA-Land

South by: Pyt.Land & Estate High Way

East by: HDA Land

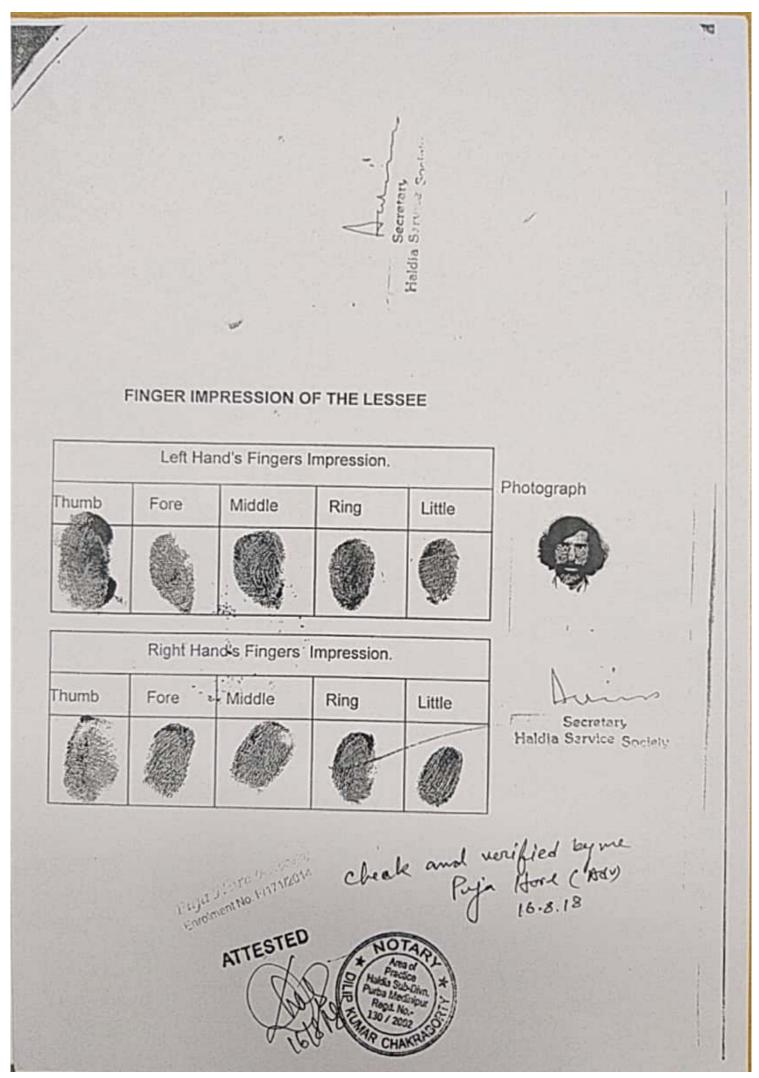
West by PytLand

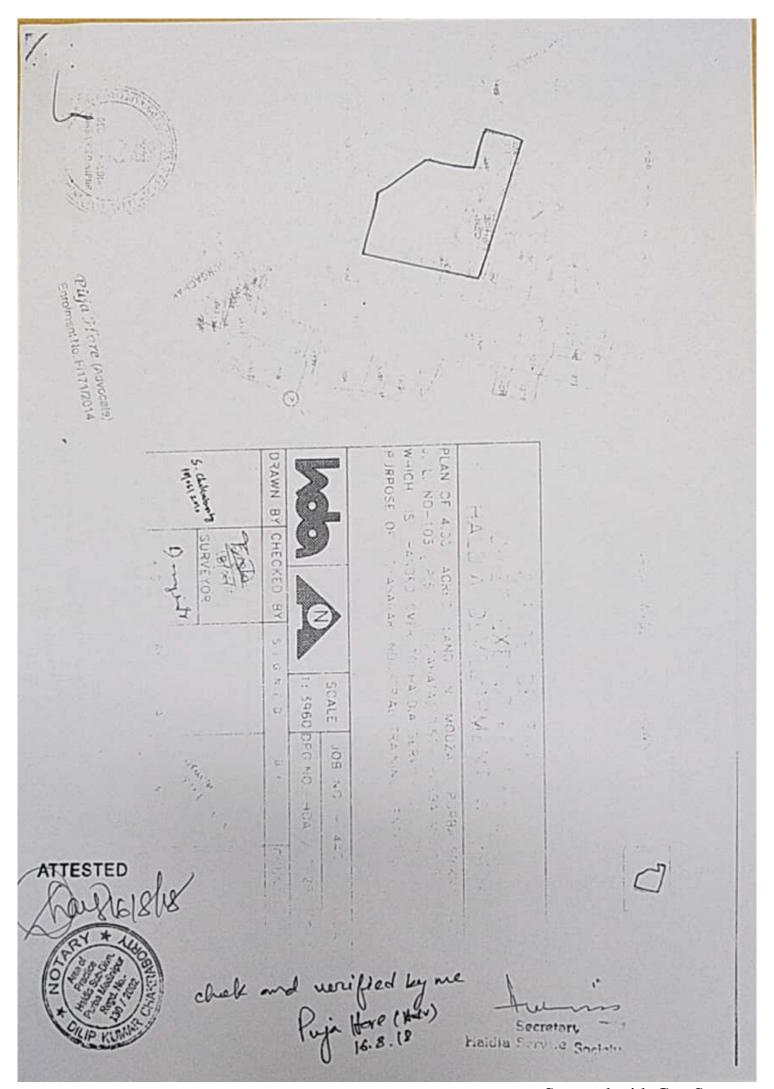
The said plot of land as shown in the map or plan annexed within boundaries in Red Colour

Page 9 of 10

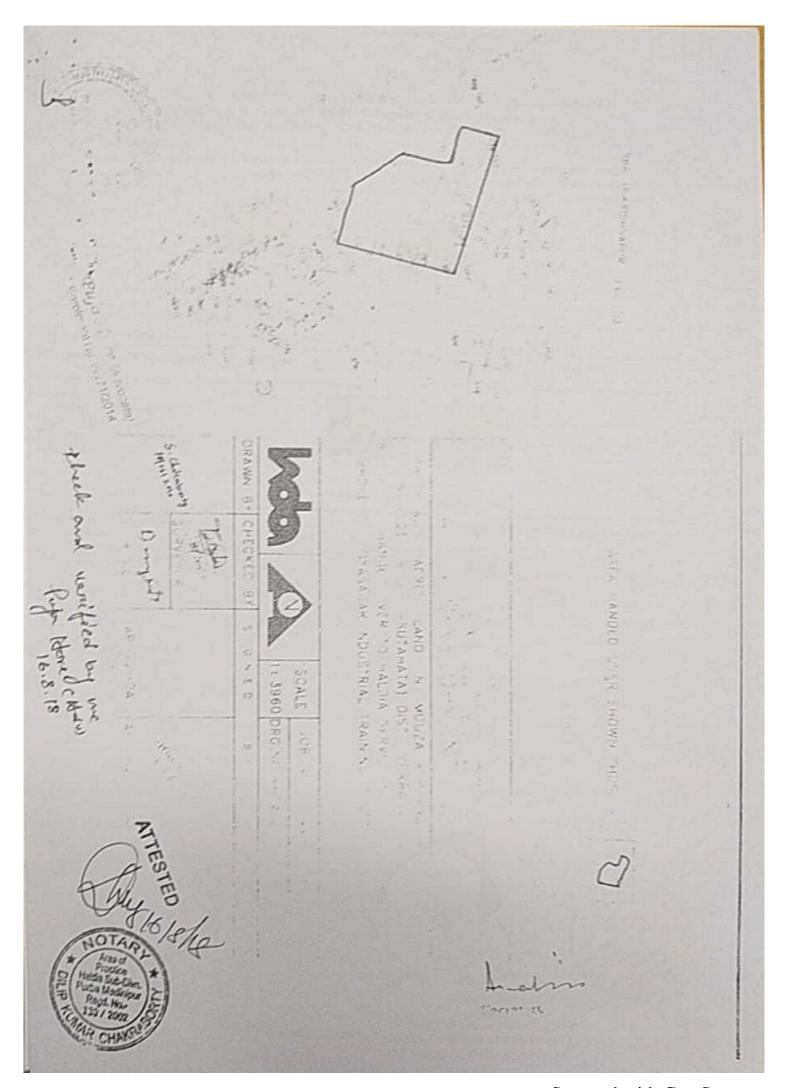
IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribed their respective hands and affixed official stamp on this day. 03.09.10 Signed sealed and delivered by HALDIA DEVELOPMENT AUTHORITY SPECIAL OFFICER, URBAN DEVELOPMENT (T & CP) DEPARTMENT & CHIEF EXECUTIVE OFFICER, HALDIA DEVELOPMENT AUTHORITY For and on behalf of the Governor of the State of West Bengal as Lessor In the presence of: First Witness Second Witness Assistant Planner Haldia Development Authority SIGNED BY In the presence of: Haldie Service Society (ANTAN SEN)
ICARE COMPOLID
Haldre 721657 Second Witness: JOYDEB MONDAL UTSAB BHABAN, CITYCENTRE. P.O. DEBHOG. HALDIA DIST- PURBAMEDINIPUR cheak and verified by me Proje Hore (Hdy) 10 of 10 Puja Ji are (Advocate) Enomentilo FN712014

PLOT SCHEDULE OF 4.00 ACRES OF LAND AT MOUZA PURBA SRIKRISHNAPUR, J.L. NO. 103, P.S. SUTAHATA, DIST. PURBA MEDINIPUR FOR HALDIA SERVICE SOCIETY FOR SETTING UP VIDYASAGAR INDUSTRIAL TRAINING CENTRE AT HALDIA. AREA PLOT NO. (in acre) 0.10 1032 / 0.06 / 1033 0.04 / 1034P 0.09 / 1035 0.07 / 1036P / 0.07 1037P / 0.09 / 1038 / 0.08 1039 / 0.71/ 1040 / 0.09 / 1041/ 0.31/ 1042 / 0.16 Secretary Haldia Service So 1043P / 0.09/ 1044P / 0.13 1045P / 0.07/ 1046P . 0.05 / 1047P / 0.06/ 1048P / 0.24 / 1049P / 0.27/ 1050 / 0.07 / 1051P/ 0.03 / 1052 / 0.03 / 1053 / 0.09 / 1054 / 0.26 / 1328P / 0.19 / 1320 / 0.35 / 1330 / 0.02 / 1053/1628P 0.02 / 1054/1629P 0.03 / 1035/1633P 0.11 / 1035/1634 / 0.02 / 1056P 4.00 TOTAL





Scanned with CamScanner



Scanned with CamScanner

Government of West Bengal

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

Office of the A. D. S. R. SUTAHATA, District- Purba Midnapore

Signature / LTI Sheet of Serial No. 05266 / 2010, Deed No. (Book - I , 05447/2010)

gnature of the Presentant

| me of the Presentant | Photo      | Finger Print        | Signature with date                |
|----------------------|------------|---------------------|------------------------------------|
| h Lahiri             | 06/09/2010 | LTI<br>, 06/09/2010 | Secretary<br>Haldia Sarvice Social |

nature of the person(s) admitting the Execution at Office.

Admission of Execution By

Status

Photo

Finger Print

Signature

Asish Lahiri

Address - Village: Haldia,
Thana: -Bhabanipur,
District: -Purba Midnapore,
WEST BENGAL, India, P.O.:

USAN Secretary

LIII

06/09/2010

06/09/2010

Identifier of above Person(s)

mar Pradhan narnagar, Thana:-Sutahata, District:-Purba c, WEST BENGAL, India, P.O. :-Kukrahati Pin Signature of Identifier with Date

Parent ben fr-52.

elick and yobirtied by me

Proje Horz 18

16.2.18

06/09/2010

of 1

2

(DebashisKumar Basu)
ADDITIONAL DISTRICT SUB REGISTRAR OF SUTAHATA
Office of the A. D. S. R. SUTAHATA



#### Government Of West Bengal Office Of the A. D. S. R. SUTAHATA District:-Purba Midnapore

Endorsement For Deed Number: I - 05447 of 2010 (Serial No. 05266 of 2010)

#### 06/09/2010

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 0 Exempted from stamp duty.

#### ment of Fees:

xempted (on 06/09/2010)

## ission on Stamp Duty and Registration Fees

Remitted vide 55 ft Dated 13/01/2009 of Finance Department, Government of West Bengal, (a) Stamp uty Rs 132002/- (b) Registration Fees Rs 24191/- on 06/09/2010.

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

esented for registration at 13.50 hrs on :06/09/2010, at the Office of the A. D. S. R. SUTAHATA by

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

tion is admitted on 06/09/2010 by

#### sish Lahiri

cretary, Haldia Service Society, Village:City Centre, Haldia, Thana:-Bhabanipur, District:-Purba dnapore, WEST BENGAL, India, P.O.:-Debhog Pin:-721657. y Profession: Others

lentified By Sri Pallab Kumar Pradhan, son of Lt. Rajrajeswar Pradhan, Village:Anarnagar, ana:-Sutahata, District:-Purba Midnapore, WEST BENGAL, India, P.O. :-Kukrahati Pin :-721658 .

## ssion Execution(for exempted person)

cution by Special Officer

o is exempted from his personal appearence in this office under section 88 of Registration Act XVI of

( Debashis Kumar Basu ) ADDITIONAL DISTRICT SUB REGISTRAR OF SUTAHATA

