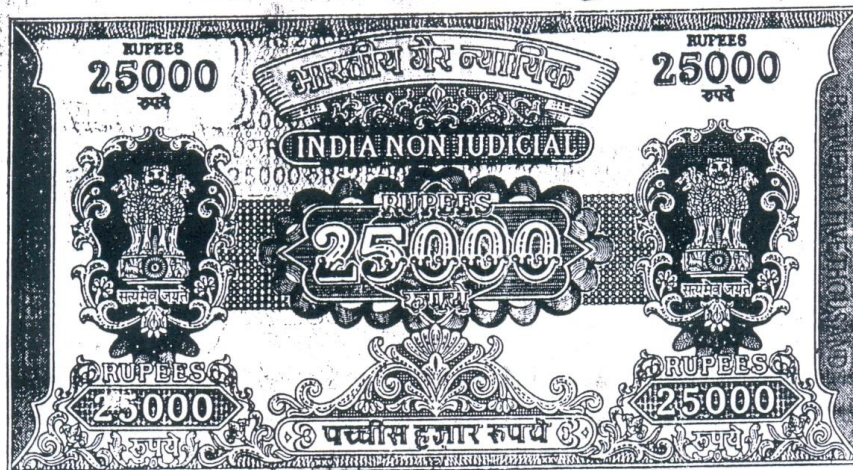


268 LAND DEED
ANNEXURE-B' 370



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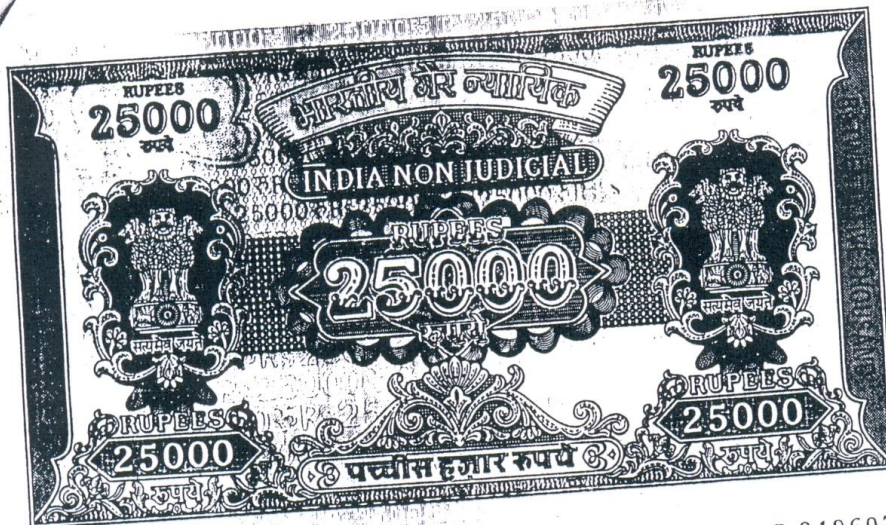
reside under Rule 21 also
section of the W31 & 20
under the Indian
Act 1974 AP 20075
Serial A No 8-74
200 827
Dist. Burdwan
Burdwan, Burdwan

My Pass Post Size
Colour Photo Copy &
Finger Prints of both
hands are hereby
attested by me.
Sanku Chatterjee

15/12/2012 cutti 44

THIS INDENTURE OF LEASE made this 24th day of January 2006

(Contd....P/2)



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BETWEEN

THE GOVERNOR OF THE STATE OF WEST BENGAL called the "LESSOR" (which expression shall include his successors in office and assigns) of the ONE PART

AND

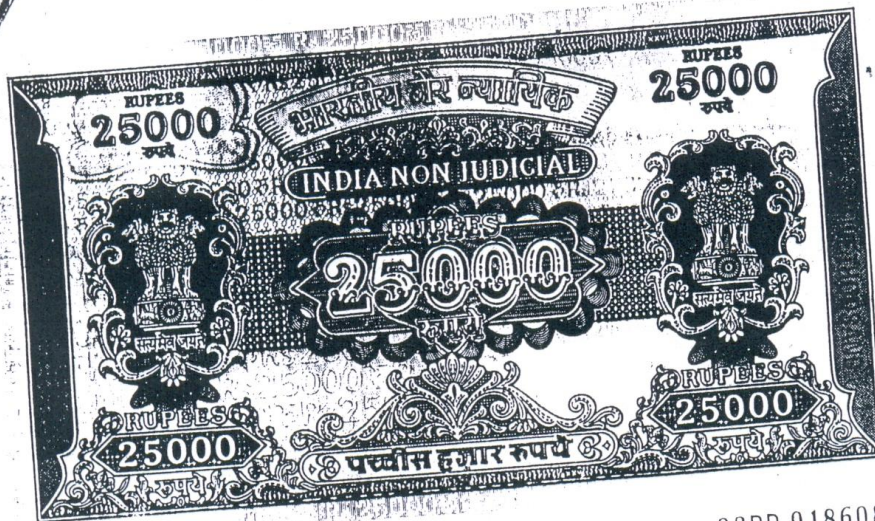
Mr. Somnath Chakraborty, S/o Late Bhaskarananda Chakraborty, Address - A-10, Sunivas Colony, Bidhannagar, Durgapur-12 for Sarthak Educational Trust, Address - A-10, Sunivas Colony, Bidhannagar, Durgapur-12, HEREINAFTER CALLED THE LESSEE (Which expression shall unless excluded by or repugnant to the context be deemed to include his/her/their heirs executors, administrators, representative and assigns) of the OTHER PART.

WHEREAS the Lessee has applied to the lessor for the grant to him/her/them of a 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 being developed by the Government of West Bengal (hereinafter referred to as the "GOVERNMENT") under Land Acquisition and Development Scheme for West Bengal at City Centre, Durgapur for the period and on the terms, conditions and covenants hereinafter mentioned and the lessor has agreed to the proposal of the lessee.

NOW THIS INDENTURE WITNESS AS FOLLOW:

1. In consideration of the premium of the sum of Rs. 18,12,803/- (Rupees Eighteen lac twelve thousand eight hundred three) only being at the rate of Rs. 4,50,000/- + 15% Extra as a corner plot per acre agreed to be paid to the lessor by the lessee, out of which a sum of Rs. 18,12,803/- (Rupees Eighteen lac twelve thousand eight hundred three) only was paid on 26.08.04 & 11.11.05 with full satisfaction in respect of premium of land and promise of the lessee to pay the ground rent as prescribed and the lessee's covenants hereinafter reserved and contained, the lessor both hereby demise unto the lessee ALL THAT piece or parcel of land here determined and premises more particularly described in the schedule hereunder written (hereinafter referred to as the "Demised Land") TO HOLD THE same UNTO the lessee as from the 24.11.2006 day of January, 2006 for the term of 99 (ninety nine) years paying an annual rent at the rate of Rs. 15/- (Rupees Fifteen) per cottah only during the said terms on the 31st day of March every year for the year which such rent shall be due and payable without any deduction or abatement whatsoever.

(Contd.....P/3)



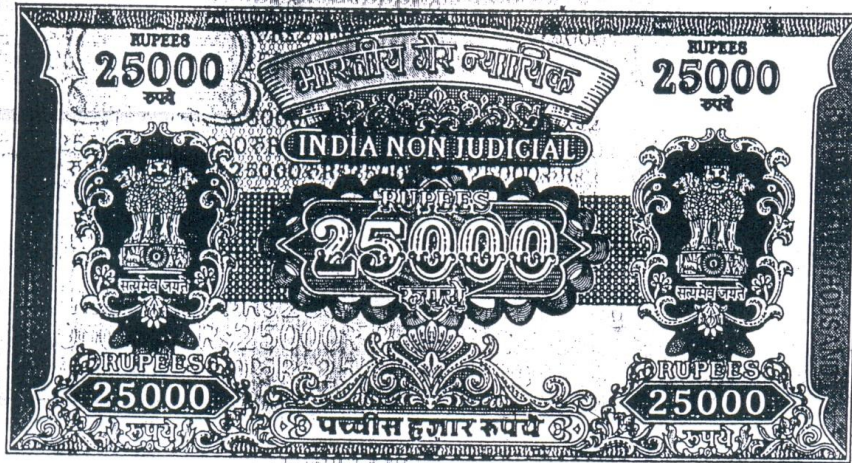
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2 That the Lessee to the intent that the obligations may continue throughout the term hereby created and covenants with the Lessor as follows :-

- (i) To pay the annual rent of the demised land at the rate of Rs. 15/- (Rupees Fifteen Only) per cottah from the year of possession of the land or execution of lease deed which ever is earlier.
- (ii) In default of payment of rent within the year in which the rent falls due the lessee shall be bound to pay in addition to the arrear of the rent and its interest at the rate of Rs. 10% (Rupees Ten only) per annum on the amount of the rent in arrear from the date of default till the date of payment and the arrear with interest payable there of shall be realised as a Public demand under the Bengal Public Demand Recovery Act or any Statutory modification thereof of the time being in force.
- (iii) To bear / pay discharge all existing and future rates, taxes, assessment duties, impositions and outgoing whatsoever imposed or charged upon the demised premises or upon the owner or occupier in respect thereof or payable by either in respect thereof.
- (iv) To construct the building, hereinafter mentioned according to the rules of the Municipal Corporation / Authority having jurisdiction and in the absence of such Corporation / Authority according to the rules as may be prescribed by the Government and according to the plans, elevations, designs and sections as may be sanctioned by the Government or by any local or statutory authority in that behalf within three years from the date of execution of lease deed or possession of land which ever is earlier.
- (v) To use of the demised land purely for the propose of erection a building for setting up a B. Ed. College ~~as a school~~ and for no other purposes, whatsoever without the previous consent in writing of Government failing which the First Party / Lessor reserves the right to terminate the term lease 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 described by the First Party / Lessor.

(Contd.....P/4)



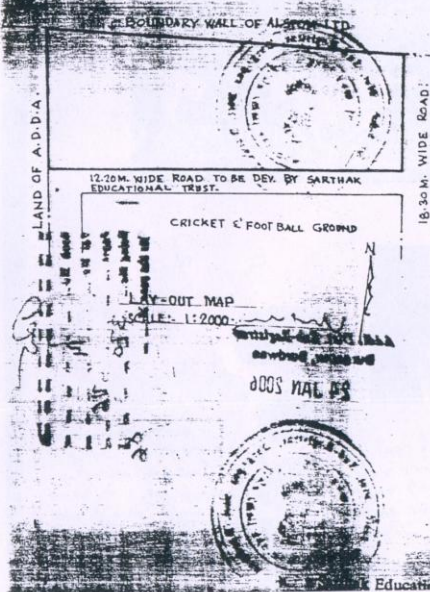
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- (vi) Not to erect or build or permit to be erected or to be built on the demised land any building other than that as herein before provided and shall not make additions and alteration of the site and to the building so to be erected and built as aforesaid except with the prior approval of Government or any other local or statutory authority in that behalf as the case may be.
- (vii) 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 trade and businesses which are offensive noxious or injurious to public health.
- (viii) Not to assign, underlet, or part with the possession of the demised land and buildings erected / or to be erected there on or any part thereof without first obtaining the written consent of the lessor and in any event not to any person who is not qualified to be an allottee of such plot of land under the rules framed by the Government called " The Land Acquisition and Development Scheme Rules for West Bengal " The Government shall have the right to impose such conditions as it may think in case it decides to consent to the lessee assigning the leasehold interest in the demised land to any other person.
- (ix) Not to mortgage or charge the leasehold interest of the lessee in the demised land and the buildings erected or to be erected thereon without the previous consent in writing of the Government, provided however, in the event of transfer, the First Party / Lessor reserves the right to resume the lease hold 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.
- (x) After the acceptance of the allotment, the lessor will not accept any application / proposal for transfer. However, where the premium has been paid in full lease agreement has been executed and a habitable unit / a building up to roof level as per approved plan has been constructed, the lessee will have the option to transfer the land to any other person with prior consent of the lessor in writing subject to payment of the difference of premium as per prevailing rules of the Authority.

(Contd.P/5)

AN SHOWING THE LAND LEASED-OUT TO SARTHAK EDUCATIONAL TRUST FOR SETTING UP
ED COLLEGE AT SAGARBHANGA, DURGAPUR, REPRESENTED BY MR. SOMNATH CHAKRABORTY.



SCHEDULE OF PLOT

LOCATION	LAY-OUT PLOT NO.	AREA	C.S. PLOT NO.	K.H. NO.	TOUZI	SUB-REGD OFF
MOUZA: GOPINATH PUR. J.L. NO - 85. P.S. DURGAPUR DIST- BURDWAN.	BULK	211.93 COTTAHS OR 3.503 ACRE	PART 1615 1616 1617 1618 1619 1620 1621 1622	POLL 9594 9595 9596 9597 9598 9599 9600 9601		CITY CENTRE DURGAPUR- 16.

ALTOGETHER MEASURING AN AREA MORE OR LESS 211.93 COTTAHS
OR 3.503 ACRE. BOUNDED IN RED.

BOUNDED ON THE NORTH BY- LAND OF ALSTOM LTD.
BOUNDED ON THE SOUTH BY- PROPOSED ROAD 12.20M. WIDE.
BOUNDED ON THE EAST BY- 18.30M. WIDE ROAD.
BOUNDED ON THE WEST BY- LAND OF A.D.D.A.