

4248/2014

4298/2014



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

B 203278

7886/14
11-10
A. Roy
26/11/14
2014-11-26



8/11/14

PRATEEK WIRE (P) LTD.
Director

LEASE AGREEMENT

THIS INDENTURE OF LEASE is made and executed at Kolkata, on this the 8th day of April, Two Thousand Fourteen (2014);

BY and BETWEEN

NIRMAI WIRE (P) LTD.
Director

012174

31 MAR 2014

NAME _____
 ADDRESS _____
 RS. _____
 31 MAR 2014
SURANJAN MURHERJEE
 Licensed Stamp Vendor
 C. C. Court
 2A J. K. S. Row Hurd, Kolkata

31 MAR 2014

31 MAR 2014

Identified by me.



Ashish Antra
 Law clerk, High Court,
 Calcutta,
 s/o. Late Ananda Antra.



RMAL WIRES PRIVATE LIMITED a private limited company within the meaning of the Companies Act, 1956 and having its registered office at 76, Cotton Street, P.S. Burrabazar, Kolkata - 700 007, being represented by one of its Director, **Mr. Nirmal Kumar Saraf**, hereinafter referred to as "**THE LESSOR**" (which expression shall unless it be repugnant to the meaning and context thereof mean and include its successors, executors, administrators, legal representatives, successor in office and assigns) of the **ONE PART**;

AND

PRATEEK WIRES PRIVATE LIMITED a private limited company within the meaning of the Companies Act, 1956 and having its registered office at 76, Cotton Street, P.S. Burrabazar, Kolkata- 700 007, being represented by one of its Director **Mr. Raj Kumar Maheshwari**, hereinafter referred to as "**THE LESSEE**" (which expression shall unless it be repugnant to the meaning and context thereof mean and include its successors, executors, administrators, legal representatives, successor in office and assigns) of the **OTHER PART**.

WHEREAS the Lessor is absolute seized and possessed of or otherwise well and sufficiently entitled to in fee simple possession ALL THAT the lands messuage tenements hereditaments and premises situated at and being Mouza- Dohaira, J.L. No. 45, Khatian No. 217 and 258, Dag No. 542, 541 and 2543, District North 24 Parganas, P.S. Barasat, hereinafter referred to as the Demised Premises and more fully described in the Schedule hereunder written.

AND WHEREAS by a registered Indenture of Lease dated 19th February, 2004 the Lessor herein granted to the Lessee a monthly tenancy over the Demised Premises at a monthly rent of Rs.5,000/- per month for 10 years with terms of renewal the said lease for next 10 years; the said Indenture of Lease was registered in the office of Addl. Registrar of Assurances-II and recorded in Book No.-I, Volume- 1, Pages from 1 to 12, Being No. 02193 for the year 2008.

AND WHEREAS before expiry of said Lease period the Lessee has approached the Lessor with a request to extend the said Demised Premises unto the Lessee for further term of 10 years which commence from 1st January 2014 to 31st December 2023 on substantially the same terms and conditions as to rent.

AND WHEREAS the Lessor has agreed to grant and demise unto the Lessee the Demised Premises more fully described in the Schedule hereunder written on terms and conditions hereinafter contained.

NOW THIS INDENTURE WITNESSETH that in consideration of the rent hereby reserved and of the covenants, conditions and agreements hereinafter contained on the part of the Lessee to be paid observed and performed the Lessor doth hereby granted demise and let out to the Lessee **ALL THAT** the lands measuring tenements hereditaments and premises situated at and being Mouza Dohaira, J.L. No. 45, Khatian No. 217 and 258, Dag No. 542, 541 and 2543, District North 24 Parganas, P.S. Barasat, hereinafter referred to as

the Demised Premises and more fully described in the Schedule hereunder written **TOGETHER WITH** the use of the fittings and fixtures, the water closets, lavatories and other convenience in the demised Premises **OR HOWSOEVER OTHERWISE** the same are now or hereto before were or was situated tenanted butted bounded called known numbered described or distinguished **TO HAVE AND TO HOLD** the demised premises unto the Lessees for the terms of 10 years commencing from the 1st Day of January 2014 **YIELDING AND PAYING THEREFOR** unto the Lessor at Kolkata during the said term according to English Calendar month **monthly rent of Rs. 6,250/-** (Rupees Six Thousand Two Hundred Fifty) only per month payable on the 7th of each succeeding calendar month without any deduction or abatement whatsoever **SUBJECT TO THE PERFORMAMANCE** by the Lessee of the terms conditions agreements and covenants on the part of the Lessee hereinafter contained **PROVIDED HOWEVER** the said demises is renewable at the option of the Lessee for a further term of 10 years only at an enhanced monthly rent of Rs.7,812/- per month, *in that case a fresh/new lease agreement will be executed.*

1. **AND THE LESSEE DOTH HEREBY COVENANT WITH THE LESSOR** as follows.

- a) The pay to the Lessor the monthly rent hereby reserved on the day and in the manner aforesaid monthly and every month during the continuation of the said terms hereby granted according to the true intent and meaning of these presents without any abatement or deduction whatsoever.

- b) To pay rates and taxes become payable to the Municipality Rs.50,992/- per annum and all other impositions whatever now or hereafter levied or charged upon the occupier of the demised premises.
- c) To pay regularly to the Authorities concerned all charges for electricity consumed in or upon the demised premises as shown by the separate meter or meters therefore and to pay the rent of such meter or meters.
- d) To use the demised premises only for lawful business purpose of the Lessee with any structural changes, if required, without consent and/or permission of the Lessor but in compliance with the Municipal Rules.
- e) The Lessee shall allow the Lessor, his agents, engineers, surveyors or mistries at any time during the said term at reasonable hours in the day time and on previous notice to enter upon the demises premises or any part thereof and to inspect the conditions thereof.
- f) The Lessee shall at all times during the continuance of this lease or on completion of the option period, if exercised by the Lessee, keep the demised premises in tenantable condition and shall at the expiration or sooner determination of the term hereby granted peaceably and quietly yield up and deliver unto the Lessor the peaceful and vacant possession of the said demised premises with all the existing fittings, fixtures and accretions in tenantable repair and condition, reasonable wear and tear excepted.

THE LESSOR HEREBY COVENANTS WITH THE LESSEE as follows:

- a) The Lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on its part contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Lessor or any person or persons rightly claiming though under or in trust for it.
- b) The Lessee shall have the right to make construction, alteration, additions and/or modification after obtaining sanction therefore from the appropriate authority as may be required, without there being any need for any prior consent from the Lessor.
- c) The Lessee shall have the right to mortgage and charge its leasehold right title and interest in favour of any Scheduled Bank or Financial Institution without there being any need for any prior consent from the Lessor.

3. AND IT IS HEREBY AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE as follows;

- a) If the rent shall be in arrears for two consecutive months after the same have become due and payable whether the same has been lawfully demanded or not there be any breach or non-observance or non-performance of any of the covenants conditions and stipulations herein contained and on the part of the Lessee to be kept observed and performed then the Lessor shall become entitled to serve a notice on the Lessee calling upon the Lessee to remedy the default within a period of 60 days and if the Lessee fails to

remedy the default with the period stipulated in the notice then it shall be lawful for the Lessor at any time thereafter to determine this lease and on such determination the Lessee shall immediately and peaceably and quietly vacate the demised premises and yield and deliver up the same to the Lessor and the Lessor or any person or persons duly authorized by them in that behalf shall be at liberty to re enter into and upon the said demised premises or any portion thereof in the name of the whole to repossess and enjoy as in their former state as if the these presents have not been made or executed.

b) **NOTWITHSTANDING ANYTHING** hereinbefore contained to the contrary, it is hereby expressly agreed upon by and between the parties hereto that the Lessee shall be at liberty surrender this lease on three months' notice in writing to the Lessor and thereupon all obligations and liabilities for rent, rates and taxes payable by the Lessee in future under this Lease shall terminate immediately except the payments of arrears of rents and rates and taxes.

c) The stamp duty and registration charges payable in respect of this lease deed and a duplicate thereof shall be born and paid by the Lessee and the Lessee shall be entitled to retain the original lease deed and the Lessor a certified copy thereof.

d) **PROVIDED ALWAYS** and it is hereby agreed and declared that the Lessor will on the written request of the Lessee made not less than two calendar months before the expiration of the term hereby created, if there shall

Not at the time of such request be any existing breach or non-observance of any of the covenants on the part of the Lessee herein contained, grant to the Lessee renewal of the lease of the demised premises for a further period of 10 years at the discretion of the Lessee from the expiration of the term hereby granted at the rent increased by 25% of the rent and service charges herein fixed in respect of such further period containing the same covenants and conditions excepting the provisions as to renewal and such grant will be executed and registered by a fresh Deed of Lease.

SCHEDULE ABOVE REFERRED TO

ALL THAT the lands measuring tenements hereditaments and premises situated at and being Mouza Dohaira, J.L. No. 45, Khatian No. 217 and 258, Dag No. 542, 541 ~~and 2543~~, District North 24 Parganas, P.S. Barasat, containing by admeasurements an area of 02 Bigha, 12 Cottahs, 08 Chittaks and 19 Sq. ft. more or less; butted and bounded in the manner following;

ON THE EAST : Basu Institute;

ON THE WEST : Jessore Road;

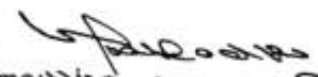
ON THE NORTH : Nirmal Wire Pvt. Ltd;

ON THE SOUTH : Basu Institute.

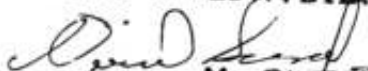
Nirmal Wire Pvt. Ltd.
Mg. Director

IN WITNESS WHEREOF the parties herein have hereunto set and subscribed their respective hands on the day/year hereinabove written.

SIGNED AND DELIVERED by the
parties herein at Kolkata in
Presence of:

1) 
Name: Uday Kumar Pradhan
Add: 76, Cotton Street
Kolkata-700 007.


NIRMAL WIRES (P) LTD.


Mr. Director


Nirmal Wires Pvt. Ltd.

PAN-AUVP55490D

2)


Name: Ashish Dutta
Add: D. K. S. Roy Road
2nd floor, Kol-1.

PRATEEK WIRES (P) LTD.


Director

Prateek Wires Pvt. Ltd.

PAN-ADWPM 7805J

Drafted by me on instruction;



Surya Prakash Sharma

Advocate

High Court, Calcutta.






	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					









	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

Government of West Bengal
Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
Office of the A.R.A. - II KOLKATA, District- Kolkata
Form / LTI Sheet of Serial No. 04248 / 2014, Deed No. (Book - I , 04298/2014)
of the Presentant

Presentant	Photo	Finger Print	Signature with date
Maheshwari Street, Kol. Burrobar, West Kolkata, WEST India, Pin	 08/04/2014	 LTI 08/04/2014	 8/04/14


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

No.	Admission of Execution By	Status	Photo	Finger Print	Signature
	Nirmal Kumar Saral Address - 76, Cotton Street, Kol, Thana:-Burrobar, District:-Kolkata, WEST BENGAL, India, Pin - 700017	Self	 08/04/2014	 08/04/2014	
	Raj Kumar Maheshwari Address - 76, Cotton Street, Kol, Thana:-Burrobar, District:-Kolkata, WEST BENGAL, India, Pin - 700017	Self	 08/04/2014	 08/04/2014	

Name of Identifier of above Person(s)

Sh. Dutta
Court, Kol, District: Kolkata, WEST BENGAL,

Signature of Identifier with Date


8/4/14



08/04/2014

(Dulal chandra Saha).
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA

Government Of West Bengal
Office Of the A.R.A. - II KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 04298 of 2014
(Serial No. 04248 of 2014 and Query No. 1902L000009686 of 2014)

8/04/2014

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, 5 of Indian Stamp Act 1899.

Payment of Fees:

Amount by Draft

Rs. 1475/- is paid , by the draft number 063839, Draft Date 02/04/2014, Bank Name State Bank of India, SUBODH MALLICK SQUARE, received on 08/04/2014

(Under Article A(1) = 1375/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- ,Excess amount = 2/- on 08/04/2014)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-6,06,67,487/-Lease Period 10 Years Average annual Rent Rs 1,25,992/-

Certified that the required stamp duty of this document is Rs. - 15139 /- and the Stamp duty paid as Impresive Rs. - 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 10150/- is paid , by the draft number 063838, Draft Date 02/04/2014, Bank State Bank of India, SUBODH MALLICK SQUARE, received on 08/04/2014

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

Presented for registration at 11.40 hrs on :08/04/2014, at the Office of the A.R.A. - II KOLKATA by Mr Raj Kumar Maheshwari ,Claimant.

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

Execution is admitted on 08/04/2014 by

1. Mr Nirmal Kumar Sarai
Director, Nirmal Wires Pvt Ltd, 76, Cotton Street, Kol, Thana:-Burrobarai, District:-Kolkata, WEST BENGAL, India, Pin 700007
By Profession : Officer
2. Mr Raj Kumar Maheshwari
Director, Prateek Wires Pvt Ltd, 76, Cotton Street, Kol, Thana:-Burrobarai, District:-Kolkata, WEST BENGAL, India, Pin 700007
By Profession : Business

Identified By : Ashish Dutta, son of Late A Dutta, High Court, Kol, District:-Kolkata, WEST BENGAL, India. By Caste: Hindu, By Profession: Law Clerk.



(Dulal chandraSaha)
ADDL. REGISTRAR OF ASSURANCES-II
EndorsementPage 1 of 2

08/04/2014 12:24:00

Government Of West Bengal
Office Of the A.R.A. - II KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 04298 of 2014
(Serial No 04248 of 2014 and Query No. 1902L000009686 of 2014)

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II



(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

DATED: *8th* *April* DAY OF ~~MARCH~~ 2014

BY & BETWEEN

NIRMAL WIRES PVT. LTD

LESSOR

AND

PRATEEK WIRES PVT. LTD

LESSEE

LEASE AGREEMENT

SURYA PRAKASH SHARMA

Advocate

10, Kiran Shankar Roy Road,
2nd Floor, Kolkata - 700 001