

04992/2011

I - 2212/11



पश्चिम बंगाल WEST BENGAL

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R 41, 52 050/- 98
V. 6, 21, 98, 100/-
216/11



Noted that the Documents is submitted to the Registrar of Assurances, Kolkata and the same are ready to be attached to the document as per the Document.

Additional Registrar
of Assurances, Kolkata

THE INDENTURE OF SUB-LEASE made this 18th day of February, Two Thousand Eleven, BETWEEN INFINITY INFOTECH PARKS LIMITED, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Plot-A3, Block-GP, Sector-V, Salt Lake City, P.S. Bidhannagar, Kolkata - 700091, represented by its Executive Director, Mr. Pulak Chamaria, having his PAN No. AABC10692J, hereinafter referred to as the "SUB-LESSOR" (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its

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only life insurance
S. S. S. S.
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ES & CO
Advocates
Office Street
20 001



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

Endorsement For Dead Number : I - 02212 of 2011
(Serial No. 01992 of 2011)

Amount of Fees:

18/02/2011

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

presented for registration at 20.00 hrs on :18/02/2011, at the Private residence by Ketan Sengupta ,
of the Executants.

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

on is admitted on 18/02/2011 by

Dr. Ak Chamarla

Executive Director, Infinity Infotech Parks Ltd, Plot A 3, G P, V, Salt Lake City, Kol,
District:-Bidhannagar, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700091 .

Profession : Others

Ketan Sengupta

General Manager (Operation), Godrej Waterside Properties Pvt Ltd, Godrej Bhawan, 4th Floor, 4 A,
The Street, Fort,, District:-Mumbai, MAHARASHTRA, India, P.O. :- Pin :-400001 .

Profession : Others

Ankit Gupta

Authorized Signatory, Iron & Steel Company Pvt Ltd, Duckback House,, 41, Shakespeare Sarani, Kol,
District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700017 .

Profession : Others

Identified By S Roy, son of Late M M Roy, 6, Old Post Office Street, Kol, District:-Kolkata, WEST
BENGAL, India, P.O. :- Pin :-700001 , By Caste: Hindu, By Profession: Service.

(Sudhakar Sahu)

ADDL. REGISTRAR OF ASSURANCES-II

18/02/2011

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A,
Serial number : 35(a),35(b),5 of Indian Stamp Act 1899.

Amount of Fees:

By Cash

Rs. 0/-, on 19/02/2011



(Sudhakar Sahu)

ADDL. REGISTRAR OF ASSURANCES-II

18/02/2011 16:23:00

EndorsementPage 1 of 2



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

Endorsement For Deed Number : I - 02212 of 2011
(Serial No. 01992 of 2011)

it by Draft

686095/- is paid, by the Bankers cheque number 907739, Bankers Cheque Date 17/02/2011, Bank Name State Bank of India, INDUSTRIAL FINANCE KOLKATA, received on 19/02/2011

Under Article : A(1) = 684178/- , E = 7/- , A2(a) = 1826/- , I = 55/- , M(a) = 25/- , M(b) = 4/- on 02/2011)

Stamp duty

Stamp duty Rs. 4395448/- is paid, by the Bankers cheque number 907738, Bankers Cheque Date 17/02/2011, Bank Name State Bank of India, INDUSTRIAL FINANCE KOLKATA, received on 02/2011

(Sudhakar Sahu)
ADDL. REGISTRAR OF ASSURANCES-II



(Sudhakar Sahu)
ADDL. REGISTRAR OF ASSURANCES-II

Successor and/or successors-in-office and/or interest and assigns) of the **FIRST PART, GODREJ WATERSIDE PROPERTIES PRIVATE LIMITED** a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Godrej Bhawan, 4th Floor, 4A, Home Street, Fort, Mumbai - 400 001, represented by its General Manager (Operation), Mr. Ketan Sengupta, having his **PAN No. AACCB6487H**, hereinafter referred to as "**GODREJ**" (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its successor and/or successors-in-office and/or interest and assigns) of the **SECOND PART AND BRG IRON & STEEL COMPANY PRIVATE LIMITED** a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Suite No. 1C Duckback House, 41 Shakespeare Sarani, Kolkata - 700 017, represented by its Authorised Signatory, Mr. Rohit Gupta, having his **PAN No. AACCB2175L**, hereinafter referred to as the "**SUB-LESSEE**" (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its successor and/or successors-in-office and/or interest and assigns) of the **THIRD PART :**

WHEREAS by an Indenture of Lease dated the 12th day of February, 1996 registered on 13th February, 1996 with the Sub-Registrar, Bidhannagar (Salt Lake City) in Book No. I, Volume No. 12, Pages 107 to 112, Being No. 495 for the year 1996, made between the Governor for the State of West Bengal therein referred to as the Lessor of the One Part and West Bengal Electronics Industry Development Corporation Limited therein referred to as the Lessee and hereinafter referred to as WEBEL of the Other Part, the Lessor therein in consideration of the purposes thereby reserved and in further consideration of the premium and annual rent to be paid by WEBEL, granted and demised All That piece and parcel of land measuring 520.169 Cottahs equivalent to 8.5978 Acres be the same a little more or less being Plot No.5 in Block DP in Sector - V of Bidhannagar in the District of 24-Parganas (North), Police Station Bidhannagar Registration office Bidhannagar unto and in favour of WEBEL for a term of 999 years and on the terms and conditions therein mentioned ;

AND WHEREAS by virtue of an Indenture dated 11th day of December, 1997 registered at the office of Additional District Sub-Registrar Bidhannagar (Salt



*Lake City), in Book No.1, Volume.No.142, pages 25 to 34, Being No.5073 for the year 1997, made between West Bengal Electronics Industry Development Corporation Limited therein referred as the Sub-Lessor of the One Part and Globsyn Webel Ltd. which company by virtue of a fresh certificate of incorporation dated 12th day of February, 2002 granted by Registrar of Companies West Bengal consequent upon change of its name now known as Infinity Infotech Parks Limited therein referred to as the Sub-Lessee of the Other Part, the Sub-Lessor demised ALL THAT the said piece and parcel of Land measuring 8.5978 Acres be the same a little more or less being Plot No.5 in Block - DP, Sector-V of Bidhannagar in the District of North 24-Parganas within Police Station Bidhannagar (East) and Sub-Registration Office Bidhannagar, Salt Lake, Kolkata -700091 more particularly described in the Schedule therein mentioned unto and in favour of Globsyn Webel Ltd. now known as Infinity Infotech Parks Limited for a term of 330 years with effect from 11th day of December, 1997 at or for the premium and Rent therein mentioned and on the terms and conditions therein mentioned hereinafter referred to as the said "demised plot";

AND WHEREAS by virtue of a Deed of Surrender of Lease dated 19th day of December, 2001 registered at the office of Additional District Sub-Registrar Bidhannagar (Salt Lake City) in Book No.1, Volume No.139, Pages 100 to 106, Being No.2405 for the year 2003 made between West Bengal Electronics Industry Development Corporation Limited therein referred as the Sub-Lessor of the One Part Globsyn Webel Ltd. now known as Infinity Infotech Parks Limited therein referred to as Sub-Lessee of the Other Part an area of 3 Acres land out of 8.5978 acres comprised in the said demised plot was surrendered by Globsyn Webel Limited and the said Deed of Lease dated 11th December, 1997 was rectified and correct description of the said demised plot of land became ALL THAT piece and parcel of land measuring 5.5978 Acres be the same a little more or less being Plot No.5 in Block - DP, Sector-V of Bidhannagar in the District of North 24-Parganas within Police Station Bidhannagar (East) and Sub-Registration Office Bidhannagar Salt Lake City, Kolkata - 700091 more particularly described in the First Schedule stated hereunder hereinafter referred to as the said "demised plot of land";



AND WHEREAS by virtue of the aforesaid Indenture dated 11th day of December, 1997 the Sub-Lessor herein became seised and possessed of and otherwise well and sufficiently entitled to in fee simple possession of the said demised plot of land comprising of ALL THAT piece and parcel of land containing an area of 5.5978 acres be the same a little more or less situate and lying at and being Plot No.5, Block DP, Sector V, Bldhannagar, District North 24-Parganas more fully and particularly described in the First Schedule hereunder written free from all encumbrances charges, liens, lispendens, attachments, acquisitions, requisitions whatsoever for setting up / creating / development of physical and environmental Infrastructure and facilities for electronics, information technology and/or allied Industries and/or end users and on the terms and conditions therein mentioned :

AND WHEREAS by virtue of a letter dated the 3rd day of March, 2005 written by Webel to the Sub-Lessor, Webel had allowed the Sub-Lessor to further sub-lease of the built-up space to be constructed by the Sub-Lessor on the said demised plot of land or on the part thereof either on short term or on long term basis keeping the other terms and conditions of the Sub-Lease unchanged;

AND WHEREAS by virtue of an Agreement dated 21st day of July 2005 made between the Sub-Lessor therein referred to as the party hereto of the First Part and Godrej Properties Limited therein referred to as the party hereto of the Second Part, the Sub-Lessor agreed and allowed the said Godrej Properties Limited to invest and carryout construction on the said demised plot of land for the purpose of setting up and creating development of physical and environmental infrastructure and facilities for electronics, information technology and/or allied industries and/or end users hereinafter referred to as the said I. T. Project on the terms and conditions therein mentioned :

AND WHEREAS by virtue of an Agreement dated 7th day of February, 2007 made between the Sub-Lessor therein referred to as the party hereto of the First Part and Godrej Properties Limited therein referred to as the party hereto of the Second Part and Godrej Waterside Properties Private Limited therein referred to as the party hereto of the Third Part the said Godrej Properties Ltd. with the consent and concurrence of the Sub-Lessor transferred and assigned all its right

entire interest and benefit of the said Agreement dated 21st July 2005 unto and in favour of Godrej Waterside Properties Private Limited hereinafter referred to as 'Godrej';

AND WHEREAS in view of the transfer and assignment of the said Agreement dated 21st July 2005 by Godrej Properties Ltd., Godrej Waterside Properties Private Limited hereinafter referred to as the Godrej became entitled to invest and to carry out construction of the said I. T. Project on the said demised plot of land on the same terms and conditions therein mentioned;

AND WHEREAS by virtue of the aforesaid the Sub-Lessor herein caused preparation of a building plan for construction of the said I.T. Project known as "GODREJ WATERSIDE" on the said Demised plot of land for the purpose of setting up creating / development of physical and environmental infrastructure and facilities for Electronics Information Technology and/or allied Industries and end users hereinafter referred to as the said I.T. Project;

AND WHEREAS the said plan was duly sanctioned vide letter no. 299/BM(P) dated 30th January, 2006 and revised by sanction no. 2144/BM(P) dated 13th October, 2007 by the authorities of the Bidhannagar Municipality and Godrej constructed the said I. T. Project on the said demised plot of land in accordance therewith ;

AND WHEREAS the said I.T. Project comprises of various facilities, amenities and services together with construction of internal roads and road lighting, sewerage system, provision for dedicated power line, drinking as well as commercial water supply network, transmission communication or reception system and all other conducting media, plant, machinery, equipment and other ancillary apparatus in an over or under the said demised plot of land;

AND WHEREAS In consideration of investment and carrying out construction of the said I.T. Project the Sub-Lessor and Godrej by an Agreement dated 27th day of October, 2008 have divided demarcated and allocated their respective constructed areas of the said I.T. Project known as "Godrej

"Waterside" constructed on the said demised plot of land subject to right to management of the said I. T. Project by the Sub-Lessor herein;

AND WHEREAS the Sub-Lessee herein has approached GODREJ for acquiring ALL THAT built up office space No. 402 in Tower No. I having Super Built-up Area of 13,341 Sq.ft. be the same a little more or less on the 4th floor of the said I.T. Project known as "GODREJ WATERSIDE" together with right to park 20 Nos. road worthy cars in the parking area of the said I.T. Project being constructed on the said demised plot of land being Plot No.5 in Block DP, Sector-V of Bidhannagar in the District of North 24-Parganas within Police Station Bldhannagar (East) Salt Lake City, Kolkata - 700091 the details of which are stated in the Second Schedule stated hereunder hereinafter collectively called the said demised space out of the constructed area allocated to GODREJ for a term of 316 years commencing from 18th day of ~~February 2010~~²⁰¹¹ for the purpose of carrying on business for the use of software development and other related Information Technology enabled activities and services in the said building/I.T. Project;

AND WHEREAS In view of the said approach by the Sub-Lessee, Godrej has nominated and assigned all its right title interest out of its allocated area in respect of All That the said built up office space No. 402 in Tower No. I having Super Built-up Area of 13,341 Sq. ft. on the 4th floor of the said I.T. Project known as "Godrej Waterside" together with right to park 20 Nos. road worthy cars in the parking area of the said I.T. Project more fully and particularly described in the Second Schedule stated hereunder hereinafter referred to as the said demised office space constructed on the said demised plot of land and requested the Sub-Lessor herein to sub-demise the said space unto and in favour of the Sub-Lessee herein for the period of 316 years commencing from 18th day of ~~February 2010~~²⁰¹¹ subject to the terms and conditions of the sub-Lease dated 11th day of December, 1997 at a premium of Rs. 6,21,98,100.00 (Rupees Six Crores Twenty One Lacs Ninety Eight Thousand One Hundred only) and payment of various other charges as enumerated hereunder;

AND WHEREAS the Sub-Lessee has prior to execution of the Agreement for Sub-lease inspected, examined and got itself fully satisfied about the title of

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the Sub-Lessor as well as Godrej in respect of the said sub-demised space, the plan, the super built up area of the demised office space and the specifications of the said demised office space and the said building and has accepted the same :

AND WHEREAS upon being fully satisfied as aforesaid, the Sub-Lessee hereby agrees and covenants not to raise any objection at any time in future in respect thereof :

AND WHEREAS in consideration of the investment and construction of the said I.T. Project, Godrej became entitled to receive and has received the said premium amount of Rs. 6,21,98,100.00 (Rupees Six Crores Twenty One Lacs Ninety Eight Thousand One Hundred only) and various other charges enumerated hereunder in respect of All That the said sub-demised space and the payment of the said premium amount to Godrej shall discharge the Sub-Lessee from the obligation of making payment of the same to the Sub-Lessor herein and the Sub-Lessor is fully satisfied in respect thereof provided however it is made clear that save and except the said premium and other charges enumerated hereunder payable to the Godrej, all other charges payable under this sub-lease shall be paid by the Sub-Lessee to the Sub-Lessor herein :

AND WHEREAS in view of what is stated hereinabove the Sub-Lessor has agreed to sub-demise the said sub-demised space unto and in favour of the Sub-Lessee herein and Godrej hereby confirms the same subject to stipulations, covenants, restrictions, terms and conditions as stated hereunder:

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and in consideration of the said amount of Rs. 6,21,98,100.00 (Rupees Six Crores Twenty One Lacs Ninety Eight Thousand One Hundred only) paid by the Sub-Lessee to Godrej by way of premium, the receipt whereof the said Godrej hereby admits and acknowledges to have received and the Lease rent hereafter reserved together with various service and other charges payable to the Sub-Lessor hereinafter reserved on the terms and conditions, covenants, restriction and agreements contained in the Fourth Schedule and enumerated hereunder and on the part of the Sub-Lessee to be observed and performed,

The Sub-Lessor doth hereby sub-demise unto the Sub-Lessee ALL THAT the built up office space No. 402 in Tower No. 1 having Super Built-up Area of 13,341 Sq. ft. be the same a little more or less on the 4th floor of the said I.T. Project known as "GODREJ WATERSIDE" together with right to park 20 Nos. road worthy cars in the parking area of the said I.T. Project constructed on the said demised plot of land being Plot No.5 in Block - DP, Sector-V of Bidhannagar in the District of North 24-Parganas within Police Station Bidhannagar (East), Salt Lake City, Kolkata - 700091 more fully described in the Second Schedule stated hereunder and delineated in the Map or Plan hereto annexed and thereon coloured in RED hereinafter referred to as the said Sub-demised Space Together with the right to use in common with other sub-lessees and occupiers of the said "GODREJ WATERSIDE" common areas, services, facilities and amenities contained in the Fifth Schedule hereinafter specified as well as incorporated in a separate Agreement for Facility and Maintenance Charges and the same shall be deemed to be treated as a part of this Deed of Sub-Lease but excepting and reserving the easements rights and other matters as specified in the Third Schedule stated hereunder TO HOLD unto the Sub-Lessee of the said Sub-demised Space for the period of 316 years commencing from 18th day of ~~January 2010~~ ²⁰¹¹ subject to the terms and conditions of the said Indenture of Sub-Lease dated 11th day of December, 1997 and yielding and paying therefor during the said term hereby created the Sub-Lessee's share of all kinds of service charges, maintenance charges, Air-conditioning charges, electricity and generator charges Lease rent, rates and taxes and other charges payable in respect thereof as enumerated hereunder to the Sub-Lessor free and clear of deductions and strictly payable in advance on or before the 7th day of each of every English calendar month, during the term of this sub-lease together with enhancement thereof as stated hereunder.

SUB-LESSEE DOTH HEREBY COVENANT WITH THE SUB-LESSOR as follows:-

It is agreed and recorded that the Sub-Lessee shall pay Lease Rent at the rate of Rs. 0.20 (Twenty Paise only) per sq.ft. of super built-up area per month which shall be enhanced at the rate 20% every five years and various charges of whatsoever nature and hereby reserved at the time and in the manner aforesaid the said Sub-Lessor herein according to the English Calendar month on or

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before the seventh day of each and every month whether formally demanded or not without any abatement or deduction whatsoever and howsoever at the office of or at such other place as may be intimated by Sub-Lessor from time to time ;

ii. To pay and discharge all the Municipal rates and taxes water tax, property tax, multistoried building tax if any and all other assessments impositions, outgoings, commercial surcharge thereon and all other outgoings and impositions of any kind of whatsoever nature from the date of the commencement of this Sub-Lease levied or which may be levied or imposed and burdened in future on the said sub-demised space and also the proportionate share of all kinds of taxes of whatsoever nature imposed on the said demised plot and building known as "GODREJ WATERSIDE" built up in an area of the said demised plot of land morefully described in the First Schedule stated hereunder whether the same is separately assessed or not in the name of the Sub-Lessee by the Navdiganta Industrial Township Authority or any other authority or authorities as the case may be the Sub-Lessee shall pay all kinds of present and future taxes duties, charges, impositions, liabilities charges or levied or assessed or imposed by the Central/State Government or any other local authority or authorities and payable in respect of rent and other charges and/or applicable to the Sub-Lessor or occupier or the said I.T. Project "Godrej Waterside" and the Sub-Lessee shall pay and discharge the same during the term of this Sub-Lease and such proportionate rates and taxes including surcharge thereon and other taxes and outgoings shall be determined by the Sub-Lessor.

iii. To pay and discharge all kinds of present taxes including Service Tax and/or future taxes, duties, fees, charges, impositions, liabilities and outgoings whatsoever whether to be imposed or levied or bounded by Central Government, State Government or any other authority or authorities as the case may be which may at any time during the term of this Sub-lease be charged or levied or assessed or imposed payable in respect of premium, rent and other charges and/or applicable to the owner or occupier or the said building Godrej Waterside. It is agreed and further recorded that any Service Tax if levied on the premium amount shall be paid and discharged by the Sub-Lessee herein and

the Sub-Lessee and/or GODREJ hereby agree to indemnify and keep indemnified the Sub-Lessor against all costs charges and expenses arising in respect thereof.

IV. To sign, execute and enter into a separate Agreement for shared Facilities and Services and Maintenance thereof with the Sub-Lessor herein and to pay and discharge all the costs, charges and expenses payable thereunder applicable to the said Sub-demised space and all the terms and condition contained in the said Agreement for Facility and Maintenance charges shall be deemed to be part of this Sub-Lease as if the same are incorporated herein and the said Agreement for Facility and Maintenance shall be treated as co-extensive and co-terminus with this Deed of Sub-Lease.

V. To bear and pay proportionate share of all kinds of expenses for all periodical repairs for common areas of the said building, Air conditioning, additions, alterations, treatment, polishing, maintaining, rebuilding and cleaning, painting, entrances, common landings corridors, staircases, sewers, drains pipes, electric lines and installation, insurance and other conveniences including annual maintenance charges in respect thereof as may be incurred by the Sub-Lessor, from time to time and such proportionate share shall be calculated and apportioned by the Sub-Lessor conclusively and the same shall be binding on the Sub-Lessee;

VI. The Sub-Lessee shall install the fire detection and fire fighting system within the said Sub-demised space together with renewal and replacement thereof as and when required at its own costs as per the norms of the West Bengal Fire and Emergency services department which shall be compatible to the Sub-lessors centralized fire fighting and detection system prior to commencement of their office operations provided however the maintenance of the said fire detection and fire fighting system shall be carried by the Sub-Lessor upon payment of proportionate cost, charges and expenses plus 20% service charges thereon by the Sub-Lessee.

VII. It is agreed that the Sub-Lessor shall provide as far as possible not exceeding the power load including use of A.C. in the said Sub-demised space

up to ratio of 1 KVA per 100 Sq.ft. of super built up area and the Sub-Lessee shall pay to the Sub-Lessor electricity charges for the electricity consumed in the said Sub-demised space including AHU together with the Demand and other Charges of WBSEDCL every month punctually and without any default together with an additional charges of 5% on the electricity debit note on account of maintenance of switches, meters and cables including transmission and distribution losses and others related expenses ;

VIII. It is agreed that the Sub-Lessee shall bear and pay on a monthly basis electricity charges together with the demand and other charges of WBSEDCL with an additional charges of 5% on the debit note on account of Transmission and distribution losses for Air-conditioning facilities to be provided between 9 A.M. to 9 P.M. (Monday to Friday) and 9 A.M. to 3 P.M. on (Saturday) in the said Sub-demised space based on the reading recorded in the BTU meter installed for the said sub-demised space provided however air-conditioning facility for additional hours can also be provided on a chargeable basis.

IX. It is agreed that for rendering various services including Air-conditioning service in the said Sub-demised space by the Sub-Lessor as aforesaid, the Sub-Lessee shall pay to the Sub-Lessor monthly amount as agreed and provided in the Agreement for Facility and Maintenance.

X. It is agreed that the Sub-Lessee shall pay its share of service and maintenance charges for the common area of the said IT Project to be computed on the basis of all actual costs, charges and expenses plus 20% management fee to be levied thereon to be paid together with the applicable service tax on or before the 7th day of every month free and clear of all deductions and provided however it is made clear that the said actual costs, charges and expenses are subject to variation and review in the manner as the Sub-Lessor may deem fit and proper with effect from such date as the Sub-Lessor may specify in such written notice. It is also agreed to create sinking and reserve funds as may be necessary for the use of common purpose in the said building and/or I.T. Project. Such funds will be payable by the Sub-Lessee to the Sub-Lessor as agreed and provided in the Agreement for Facility and Maintenance.

provided however the said collected sinking and reserve fund shall be kept in a separate bank account together with interest accrued thereon.

To bear and pay all charges from time to time such as proportionate share of the service charges and electricity charges, common expenses and maintenance charges including air conditioning charges in respect of common services as mentioned in the Fifth Schedule hereinafter mentioned and/or other services as may be required to be provided to the Sub-Lessee ;

To pay Interest at the rate of 18% (eighteen per cent) per annum on all amounts becoming due and payable by this Sub-Lease for the delays and/or defaults in payment thereof provided however it is clarified that all amounts including interest payable under this sub-lease shall be deemed to be the rent and any unpaid amounts payable herein shall be treated as default.

The Sub-Lessee shall deposit interest free deposit of 3(three) months' rent, estimated maintenance and service charges, estimated air conditioning charges, estimated electricity charges and generator charges, the details of which are stated in the Sixth Schedule stated hereunder which shall be refunded and/or adjusted at the time of vacating and handing over possession of the said Sub-demised space ;

The Sub-Lessee shall insure and keep insured the said Sub-demised space against any loss or damage caused by fire, lightning, explosion of Aircraft or other aerial device or articles falling from them, riot civil commotion, malicious persons, acts of terrorism earthquake storm, tempest flood or by an act of God and any other risks as the Sub-Lessee may think fit and proper in the full value thereof which shall include the value of their stocks in Trade, furniture, fixtures etc. and any persons therein with such Insurance Company and shall pay the premium thereof and shall not surrender or allow the same to lapse or to be forfeited ;

The Sub-Lessee shall have right to sub-let assign or part with possession of the said Sub-demised space subject to however payment of all the dues of the Sub-Lessor provided further that every sub-letting or under Lease shall contain a covenant by the assignee under Sub-Lessee and/or under Lessee as

the case may be to observe and perform stipulations, covenants, restrictions, agreements terms and conditions herein contained including a covenant that no further sub-letting assigning or parting with possession of the said Sub-demised space or any part thereof shall take place without giving the intimation in writing to the Sub-Lessor;

XVI. The Sub-Lessee shall and hereby undertake to abide by all the terms and conditions, stipulations, restrictions, covenants and agreements of whatsoever nature as enumerated in the Fourth Schedule stated hereunder as well as stated herein and if there is breach of the same this Sub-Lease is liable to be terminated and/or determined;

XVII. Nothing contained in or explicit by this Sub-Lease shall give the Sub-Lessee the benefit or the right to enforce or to prevent the release or modification of stipulations, restrictions, covenants, agreements, terms and conditions entered into with any other Sub-Lessees by the Sub-Lessor in respect of the whole or other part or parts of said building not comprised in this Sub-

XVIII. When the Sub-Lessee has vacated the said Sub-demised space on the expiry of the term or sooner termination of the said term any of the Sub-Lessee's possessions remain on the said Sub-demised space and the Sub-Lessee shall remove them within seven days from the date of such determination by the Sub-Lessor as the agent of the Sub-Lessee shall be deemed to be. The Sub-Lessee shall be liable for the possessions and the Sub-Lessee agrees to indemnify the Sub-Lessor for any liability incurred by it to any third party whose possessions have been damaged by the Sub-Lessor in the mistaken belief (which will be presumed) that the possessions belong to the Sub-Lessee and shall be deemed to be the possessions of the Sub-Lessee;

XIX. The Sub-Lessee shall observe and perform all the covenants terms and conditions contained in the said indenture of Sub-Lease dated 11th day of December 1997 and all the stipulations they are applicable to the said Sub-demised space and shall not be deemed to be in breach of or to commit breach of or to violate any of the covenants, terms and conditions mentioned

therein and not to do anything whereby the said Indenture of Sub-Lease dated 11th day of December, 1997 be anywise prejudicially affected or become liable to be affected.

THE SUB-LESSOR DOTH HEREBY COVENANT WITH THE SUB-LESSEE as follows:-

i. The Sub-Lessor is seised and possessed of and otherwise well and sufficiently entitled to as a beneficial owner of the said demised plot and that the Sub-Lessor has full power and absolute authority to grant the Sub-Lease of the said Sub-demised space more fully and particularly described in the Second Schedule hereunder written;

ii. The Sub-Lessee subject to paying the various charges of whatsoever nature at the times and in the manner as aforesaid to the Sub-Lessor and performing and observing the stipulations, restrictions, covenants, terms and conditions on its part herein contained, shall and may peaceably and quietly hold, possess and enjoy the said Sub-demised space and every part thereof during the term hereby created without any lawful interruption disturbance by the Sub-Lessor;

iii. That if the various charges of whatsoever nature hereby reserved or due thereon shall be in arrears for a period of more than 2(two) months after the date hereinbefore appointed for payment thereof or in the case of any default in the performance and observance of any of the stipulations, covenants, terms and conditions herein contained on its part to be observed or if such charges be not paid and the breaches are not remedied within reasonable time as may be specified in the notice in writing in that event the Sub-Lessor, shall determine and terminate this Sub-Lease and shall be entitled to enter upon and take possession of the said Sub-demised space without prejudice to the other rights of the Sub-Lessor to suspend and terminate all the services including disconnection of electricity supply and to recover damages suffered by them;

It is agreed and recorded that at or before expiry of the period of this Sub-Lease the Sub-Lessor shall renew the Sub-Lease of the demised space for such

further period as may be granted by WEBEL or such other authority of the original Deed of Sub-Lease dated 11th day of December, 1997, on such terms and conditions as may be mutually agreed upon between the Sub-Lessor and the Sub-Lessee provided however the Sub-Lessor shall renew the sub-Lease for such further period only after getting the renewal of the said original Deed of Sub-Lease.

THE SUB-LESSOR AND SUB-LESSEE FURTHER AGREE AND COVENANT WITH EACH OTHER as follows :-

The Sub-Lessee hereby agrees that in case of expiry of the term of this Sub-Lease or sooner determination thereof the Sub-Lessee shall not be entitled to hold possession of the said Sub-demised space and shall quietly yield up possession of the said Sub-demised space to the Sub-Lessor and the Sub-Lessor shall not allow to the Sub-Lessee to retain possession of the said Sub-demised space. If the Sub-Lessee shall be desirous of determination of this Sub-Lease at any time during the term of this Sub-Lease they shall issue to the Sub-Lessor six calendar month's notice and the notice sent by post shall be deemed to be given at the time when it ought in due course of post to be delivered at the address mentioned hereinabove.

The Sub-Lessee shall have the right to mortgage and/or create a charge in respect of its built up sub-leasehold interest with regard to the said Sub-demised space only in favour of any Bank/Financial Institution during the term of this Sub-Lease provided however the mortgagee shall observe and perform covenants, restrictions, stipulations, terms and conditions including payment of various charges of whatsoever nature as stated in this Deed of Sub-Lease and the Sub-Lessor shall not be liable in case of non payment of any amount borrowed by the Sub-Lessee.

In case of default on the part of the Sub-Lessee to pay the said various charges of whatsoever nature hereby reserved and/or all other charges including Shared Facility and Maintenance Charges payable in respect of the said Sub-demised space, the Sub-Lessor shall be entitled to obstruct or prevent

the sub-lessee from the use and/or carry on business from the said Sub-demised space;

The Sub-Lessor shall be responsible to insure common areas together with amenities and facilities of the building which excludes the area of said sub-demised space against damage caused by fire, lightning, explosion of aircraft or other aerial device or articles falling from them, riot, civil commotion, malicious persons acts of terrorism, earthquake, storm, tempest, flood, subsidence, burst pipes and any other risks as the Sub-Lessor may determine at its absolute discretion provided that such obligation to insure against such risks is available from a reputable insurance company provided further that the Sub-Lessee shall be responsible for payment of premium attributable to Sub-Lessee's share with on demand to the Sub-Lessor and the Sub-Lessee's share for the premium shall be determined by the Sub-Lessor whose decision shall be final and binding on the parties thereto;

In the event of the said Sub-demised space or any part thereof being materially damaged or destroyed by earthquake, tempest, fire or other acts of God or any irresistible force, riot, civil commotion, explosion, malicious damage such as acts of terrorism, impact by aircraft and articles dropped from aircraft and such other risks so as to render the Sub-demised space or any part thereof substantially and permanently unfit for the purpose for which it has been leased this Sub-Lease shall stand determined unless the Sub-Lessee makes payment of all costs charges and expenses for the reinstatement of the said sub-demised space to the Sub-Lessor provided however for any reasons whatsoever in the opinion of the Sub-Lessor, the said sub-demised space together with remaining area of the said I.T. Project is not capable of reinstatement in that event the Sub-Lessee shall be entitled to appropriate its insurance claim receivable from its Insurer and this Sub-Lease shall stand terminated.

If any dispute arises between the Sub-Lessee and the Sub-Lessees or between other parts of the building or the adjoining premises as to any right or privilege in connection with the use of the Sub-demised space or any other parts of the said building or as to the boundary structure

separating the sub-leased area and/or Sub-Lessor from any other adjoining property shall be decided by the Sub-Lessor in such manner as the Sub-Lessor may deem fit and proper whose decision shall be final and binding;

Each of the Sub-Lessee's covenant shall remain in full force both at law and in equity notwithstanding that the Sub-Lessor shall have waived or released temporarily any such covenant or waived or released temporarily or permanently revocable or irrevocable similar covenant or covenants affecting any other parts of the said building ;

Only rights granted to the Sub-Lessee shall be those expressly set out in this Sub-Lease and such further ancillary rights that arise under the general law or by any necessary implication and the Sub-Lessee shall not by virtue of this Sub-Lease be deemed to have acquired or entitled to and the Sub-Lessee shall not during the term acquire or become entitled to by any means whatsoever to any easements from or over or affecting any other land or demised plot;

The Sub-Lessor shall not be responsible to the Sub-Lessee or to any one else for the sub-demised area expressly or by implication with the Sub-Lessee for any accident happening or injury burglary, theft, dacoity suffered or sustained or damage to or loss of any kind sustained in the said Sub-demised space or any part thereof;

If the said Sub-demised space or any part thereof is requisitioned or acquired by Central and/or the State Government or any other authority then this Sub-Lease shall stand determined. In such an event any compensation payable arising-out of the said requisition or acquisition shall be payable to the Sub-Lessor provided however, the Sub-Lessor shall give to the Sub-Lessee compensation of the area of the Sub-demised space occupied by the Sub-Lessee and receipt of the said compensation by the Sub-Lessor ;

Any notice required to be served hereunder shall be sufficiently served on the Sub-Lessee if delivered to the Sub-Lessor and the Sub-Lessor shall forward the same to the Sub-Lessee by registered post or by air mail or by e-mail to the above addresses of the Sub-Lessor

Sub-Lessee respectively. The notice sent in any manner stated above shall be deemed to be given at the time when it ought in usual due course to have been delivered at the address to which it is sent.

Any matter which this Sub-Lease requires to be decided by Arbitration shall be referred to a single Arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 if the same is not settled amicably.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece and parcel of land measuring 5.5978 acres be the same more or less being plot No.5, Block – DP in Sector – V of Bidhannagar in the District of 24-Parganas (North), Police Station Bidhannagar (East) and Sub-Division Office Bidhannagar, Salt Lake City, Kolkata – 700091 ;

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT the said built up office space No. 402 in Tower No. I containing a built up area of 13,341 Sq.ft. be the same a little more or less on the 4th floor of the said I.T. Project known as "GODREJ WATERSIDE" together with right to park as many road worthy cars in the parking area of the said building constructed on the said demised plot being Plot No.5 in Block-DP, Sector-V of Bidhannagar in the District of North 24-Parganas within Police Station Bidhannagar (East) and Sub-Division Office Bidhannagar, Salt Lake, Kolkata – 700091 more fully delineated on the Map or Plan hereto attached;

THE THIRD SCHEDULE ABOVE REFERRED TO :

RIGHT'S RESERVED

The right to the free and uninterrupted passage and running of all appropriate services and supplies from and other parts of the building in and through the appropriate conduits and through any structures of a similar use or nature that may at any time be constructed in, on over or under the building.

the right to construct and to maintain at any time pipes, sewers, drains, drains, ducts, conduits, gutters, wires, cables (Laser optical fibers, data or pulse transmission communication or reception systems) channels, flues and other necessary conducting media for the provision of services or supplies for the benefit of any part of the building or the said I.T. Project.

The right for the Sub-Lessor and all persons authorised by it at reasonable times and on reasonable written notice (but in emergency at any time and without notice) to enter the Sub-demised space with surveyor for any of the following purposes :

- carrying out work (whether of repair or not) to the Structure or the Plant;
- inspecting the Sub-demised space ;
- carrying out work (whether of repair or not) for which the Sub-Lessor or the occupier is liable under the terms of this Sub-lease;

The right to build or alter or deal with the building or the said I.T. Project building and every part of it (including the right to erect temporarily scaffolding or hoardings) even though the amenity of the Sub-demised space or access to it or the flow of light or air to it may be diminished or obstructed.

The right to alter refurbish refit and repair the building or the said I.T. Project even if this affects temporarily the light and air coming to the Sub-demised space or causes nuisance damage annoyance or inconvenience to the Sub-Lessee or the occupier by noise dust vibration or otherwise, provided this does not affect the Sub-Lessee's ability to use the sub-demised area.

The right and liberty at any time to alter, raise the height of or rebuild the any part of the building or to erect any new building or the said I.T. Project in such manner as the Sub-Lessor may think fit and proper.

The right of support which the said building gives to other parts of the building or the said I.T. Project.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

(Agreement, stipulations, restrictions, covenants, terms and conditions)

To keep the said Sub-demised space in a good state of repairs and additions and to carry out necessary repairs or replacements at regular intervals at its own costs;

To keep and maintain the said Sub-demised space as decent place of business and shall keep it painted and repaired at regular interval at its own costs;

To repair and make good all such defects decays and want of repair in the said Sub-demised space at the cost of the Sub-Lessee ;

Not to install or use at the said Sub-demised space any equipment which causes noise or vibration detectable outside the said Sub-demised space or causes damage to the same or the building or plant or conducting media.

To keep all goods, articles, furniture, Glass door etc. strictly inside the said Sub-demised space and shall not keep the same outside the said Sub-demised space or in the passage lobby or staircase landings nor shall the Sub-Lessee allow its employees or personnel to sit or stand outside the said Sub-demised space ;

To use the said Sub-demised space only for lawful business activities subject to restrictions in that behalf specified herein and shall not carry on or continue any unlawful or illegal activities at or from the said Sub-demised space ;

Not to use the said Sub-demised space for other purposes except for purposes sub-leased ;

Not to install or maintain in the said Sub-demised space any equipment or apparatus that may adversely affect the performance of any

or fire alarm system in the said I.T. Project or hereinafter also referred to as the said building ;

Not to do any cooking activity in the said Sub-demised space nor shall the Sub-Lessee keep any gas cylinders, burners stoves etc. The Sub-Lessee shall also not keep any inflammable or combustible inflammable or hazardous nature in the said sub-demised space which may cause damage or any risk to the building;

Not to demolish or cause to be demolished any main structure or partition in the said Sub-demised space or any part or portion thereof nor at any time to make or cause to be made any new constructions of whatsoever nature in the said Sub-demised space or any part thereof nor to make any alterations or alterations to the said Sub-demised space or to darken or obstruct the windows at the said Sub-demised space or change outside colour scheme or external elevations in the said Sub-demised space and in the said building;

To permit the Sub-Lessor and their surveyors or agents with all necessary tools and appliances at all reasonable times and without previous notice in case of emergency to the Sub-Lessee to enter upon the said Sub-demised space and every part thereof to view the state and condition thereof and to execute repairs alterations on any adjoining office space of all defects and want of repairs there found ;

Not to use the Car-parking space comprised in the said Sub-demised space for any storage purpose or deposit any waste, rubbish or refuse on them and to specifically use them for Car-parking only ;

Not to make any alteration or addition to the electrical installation at the said Sub-demised space or to connect any apparatus to the installation that might endanger or overload it thereby causing a fire hazard to the building.

IV. To affix its name plate, sign board and/or neon signs and letter Boxes at places specifically earmarked for the purpose and not at any other place/places provided however it is made clear that the Sub-Lessee shall not

entitled to display any banner, hoarding, poster and displaying materials whatsoever nature in any space including Atrium of the said building ;

Not to do or omit anything that would cause the insurance of the building to become void or voidable wholly or in part or cause any additional or increased premium to become payable in respect of the building.

To comply with and observe all rules and regulations of any statutes and any obligation imposed by any laws or bye laws and other legal requirements for carrying on its business activities from the said Sub-demised space ;

Not to do or omit or suffer to be done or omitted in any manner in contravention of the statutes, statutory instructions, rules, orders and regulation at the time being in force relating to the said Sub-demised space and the building or any orders directions or injunctions may be given therein and in particular to comply with the conditions attached to any permission for use and occupation of the said Sub-demised space in the building given or to be given in relation thereto and at all times in that behalf to indemnify and keep indemnified the Sub-Lessor against all costs of the proceedings and expenses in respect thereof ;

To observe and perform the regulations framed as to the manner of use of the said Sub-demised space and/or common services as may be framed and made applicable from time to time for user of the said sub demised space by the Sub-Lessee and such rules and regulations for the user of the said sub-demised space and common services as and when made, altered or amended shall form part of this indenture ;

The Sub-Lessee shall not make the Sub-Lessor responsible for disruption and/or obstruction of any services being provided in the said sub demised space and/or Common services of the building as specified in the Fifth schedule for reasons whatsoever which is beyond the control of the Sub-Lessor or their employees who shall however make all reasonable efforts to set right the same ;

To use the said Sub-demised space on all working days and/or part of working days as permissible under the West Bengal Shops & Establishments Act, 1948 or under any other Laws made applicable in respect thereof ;

Not to allow any of its employees to remain in the said Sub-demised space after the closing hours specified herein provided however the Sub-lessee be at liberty to use the said Sub-demised space beyond office hours subject to the payment of additional maintenance and service charges if and as may be specified from time to time by the Sub-Lessor ;

Not to Leave the said Sub-demised space continuously closed for more than a month without notifying to the Sub-Lessor the reasons thereof ;

Not to throw dirt, rubbish, rags or other refuse or permit the same to be stored or accumulated at the said Sub-demised space, staircase, landings or corridors and other common areas ;

To use and enjoy the staircase, landings, lobby, passages, and other common parts and common portions only to the extent required for ingress to and egress from the said sub-demised space of men, materials and utilities ;

The internal non-load bearing walls that divide the said sub-demised space from the adjoining office spaces shall be deemed to be common walls and shall be maintained at the equally shared expenses of the Sub-Lessee and other respective Sub-Lessee's of the adjoining space ;

Not to discharge into any conducting media that serve the building any substance that may obstruct or cause damage or danger any noxious, inflammable or radioactive matter or anything likely to pollute or contaminate ;

Not to over-load the said Sub-demised space and other parts of the building ;

To employ for cleaning of the sub-demised space a person or persons as may be advised by the Sub-Lessor ;

Not to claim any right in other spaces of the building including roof and shall not place or display anything outside the said Sub-demised space or cause any obstruction of the common parts ;

To convey goods to and from the building only through the goods lift and lift ;

Not to interfere with cooling or ventilation of the building or to impose additional load on any cooling or ventilation plant in the building ;

To operate the cooling or ventilation equipment in the said sub-demised space in accordance with the regulation made by the sub-lessor from time to time ;

Not to play or use at the said Sub-demised space and/or building any instrument that is audible in the common parts or outside the building ;

Not to partition or sub-divide the said Sub-demised space or any parts thereof in any manner whatsoever provided, however this will not prevent the Lessee from doing internal wooden/glass/gypsum board/or like light material partition in the said Sub-demised space ;

To comply with all regulations made by the Sub-Lessor from time to time for the management of the said building but nothing therein may purport to vary this sub-lease and if there is any inconsistency between the terms of this sub-lease and the regulations, this sub-lease will prevail ;

VI. The Sub-Lessee shall be responsible and indemnifies the Sub-Lessor against all losses resulting directly or indirectly from any breach by the Sub-Lessee of the provisions of this Sub- Lease ;

VII. If any dispute relating to the Sub-demised space arises by and between the Sub-Lessee and the other occupiers of the other parts of the

such disputes and differences shall be adjudicated by the Sub-Lessor whose decision shall be final and binding ;

Nothing in this Sub-Lease or in any consent granted by the Sub-Lessor shall prevent the building may be used for any other particular purpose ;

Any easement exercised over any adjoining space and/or building will be regarded as being exercised by virtue of determinable Licence from the Sub-Lessor ;

At the expiration of the term of this Sub-Lease or earlier termination of the Sub-Lessee shall quietly yield up and surrender unto the Sub-Lessor the whole and Sub-demised space in as good order and condition as when received reasonable wear and tear excepted ;

Sub-Lessor shall exercise its discretion to determine or cancel this Sub-Lease in case of the breach of any of the stipulations, covenants, restrictions, and conditions as envisaged herein which the sub-lessee fails to remedy ;

Not to obstruct and prevent the Sub-Lessor for the purpose of carrying out construction to raise further storeys and carry out repairs in the said building on any ground whatsoever ;

To pay to the Sub-Lessor all costs, charges and expenses including legal cost and fees which may be incurred by the Sub-Lessor in connection with the Sub-Lease or for the purpose or incidental to any common services of the said building ;

To pay all legal fees including stamp duty and registration charges in respect of the Sub-Lease of the said Sub-demised space ;

Not to form an association with other Sub-Lesseees and occupiers of the said building for the purposes of carrying out any acts to be discharged by the Sub-Lessor as envisaged under this Sub-Lease and/or prejudicing the interest of the Sub-Lessor as contemplated herein ;

Sub-Lessor shall be entitled to affix a notice board at any conspicuous place in the said building for putting any notice to be notified to any or all of the Sub-Lessees and/or occupants of the said building and the Sub-Lessor shall not have any obligation to give individual notices to all or any of the concerned Sub-Lessees after affixing notice on the said notice board. The notice so affixed shall be deemed to be conveyed and/or given to the Sub-Lessor and/or the concerned Sub-Lessee;

THE FIFTH SCHEDULE ABOVE REFERRED TO :

THE SERVICES AND FACILITIES

The common amenities and facilities are as follows :-

To operate, maintain, replace and modify lifts.

Generators.

Fire detection and fire fighting system.

Electrical services and electric supply through sub meters through High Tension Electricity supply.

Central air-conditioning from Monday to Friday between 9 A.M. and 9 P.M. and on Saturday between 9 A.M. and 3 P.M.

Water services and drinking water supply in the common areas.

Common watch & ward and security system.

Passage lobby and staircase lighting.

Cost of employing staffs engaged in the maintenance and up keep of the said building.

Common amenities, utilities and benefits etc. for looking after of the building.

Repairing, Maintaining, lighting, cleaning, rubbish disposal and other charges.

To repair whenever the Sub-Lessor regards it as necessary in order to rebuild, repair, replace or renew any parts of exterior, structure including interalia stated hereunder :-

the roofs and foundations ;

the load-bearing walls and columns ;

the external walls including the cladding ;

the floors and ceilings ;

all other structural parts ;

To repair the outer portion of all non-load- bearing walls that separate the office space from the Common Parts.

To maintain, repair, clean, decorate and light the Common Parts and the exterior of the building to such standards as the Sub-Lessor considers adequate.

To maintain, clean, overhaul, service and whenever the Sub-Lessor considers it appropriate renew or replace and where appropriate to insure the Plant and the Conducting Media that serve the building but not any portion that are the direct responsibility of the Sub-Lessee.

To clean the exterior of all windows and window frames in the building and the interior of all windows and window frames not within the Sub-demised space.

To supply, maintain, service and keep in good condition and whenever the Sub-Lessor in its absolute discretion considers it appropriate to renew or replace all fixtures, fittings, furnishings, bins receptacles tools, appliances, equipment, door, furniture and other things that the Sub-Lessor may deem desirable for performing the Services or for the appearance or upkeep of the building other than office space.

To ventilate and cool the building or the Common Parts to such temperatures between such hours and on such dates as the Sub-Lessor may decide.

To supply water and washing and toilet needs in the toilets of the building.

To provide maintain and whenever the Sub-Lessor considers it appropriate renew or replace fire protection and fire fighting equipment in the building other than in the said Sub-demised space.

To keep the garden and/or open spaces tidy and well maintained.

To provide services for the collection and disposal of refuse from the building.

To provide CCTV and such security arrangements in the building as the Sub-Lessor considers adequate.

To comply with the requirements of the insurers or of any statute existing or to be enacted or Competent Authority that relate to the building and for which the Sub-Lessee is not directly liable.

To provide external and internal repairs and decoration.

To provide reasonable lighting in the common parts and external floodlighting.

To repair, replace, renew, decorate and modify any common parts of the building and to incur any kind of expenditure in this regard as the Sub-Lessor may in its absolute discretion consider appropriate or necessary.

To set aside as a reserve such sums for creating Sinking Fund and reserve funds as may be necessary.

To employ such persons from time to time in connection with providing any of the services for better management and supervision of the common parts of the building.

To keep the building insured against loss and damages for risks as the Sub-Lessor thinks fit and appropriate in its absolute discretion.

To provide any other service relating to or for the benefit of the building or any part of it that the Sub-Lessor may in its absolute discretion consider appropriate or necessary.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

Rs. 8,005 (Rupees Eight Thousand and Five Only) only on account of interest free deposit equivalent to 3(three) months Lease Rent.

Rs. 6,00,345 (Rupees Six Lacs Three Hundred and Forty Five Only) only on account of interest free Security Deposit equivalent to 3(three) months of air-conditioning charges in the said Sub-demised space together with Sub-Lessee's share of service and maintenance charges.

Rs. 6,67,050 (Rupees Six Lacs Sixty Seven Thousand Fifty Only) only on account of amount interest free security deposit equivalent to 3(three) months estimated electricity charges consumed in the said Sub-demised space together with Sub-Lessee's share of electricity charges consumed in common area services.

IN WITNESS WHEREOF the parties hereto have executed these presents the day month and year first above written.

SIGNED SEALED AND DELIVERED by

the said **SUB-LESSOR** at Kolkata

In the Presence of :

Anusag Baga
Plot 22, Block GP,
Sector II, Salt Lake,
Kolkata 700091

Sujit Ray
6, old Post office St.
Kolkata - 700001.

For INFINITY INFOTECH PARKS LTD.

[Signature]

Executive Director

SIGNED SEALED AND DELIVERED by the
said GODREJ at Kolkata in the Presence of :

Suranjan Baha
25 A, Shakespeare Sarani,
Kolkata - 700 017.
Susil Ray.

Godrej Waterside Properties Pvt. Limited

Ketan Sen Gupta
Authorised Signatory
KETAN SEN GUPTA

SIGNED SEALED AND DELIVERED by

the said SUB-LESSEE at Kolkata
in the Presence of :

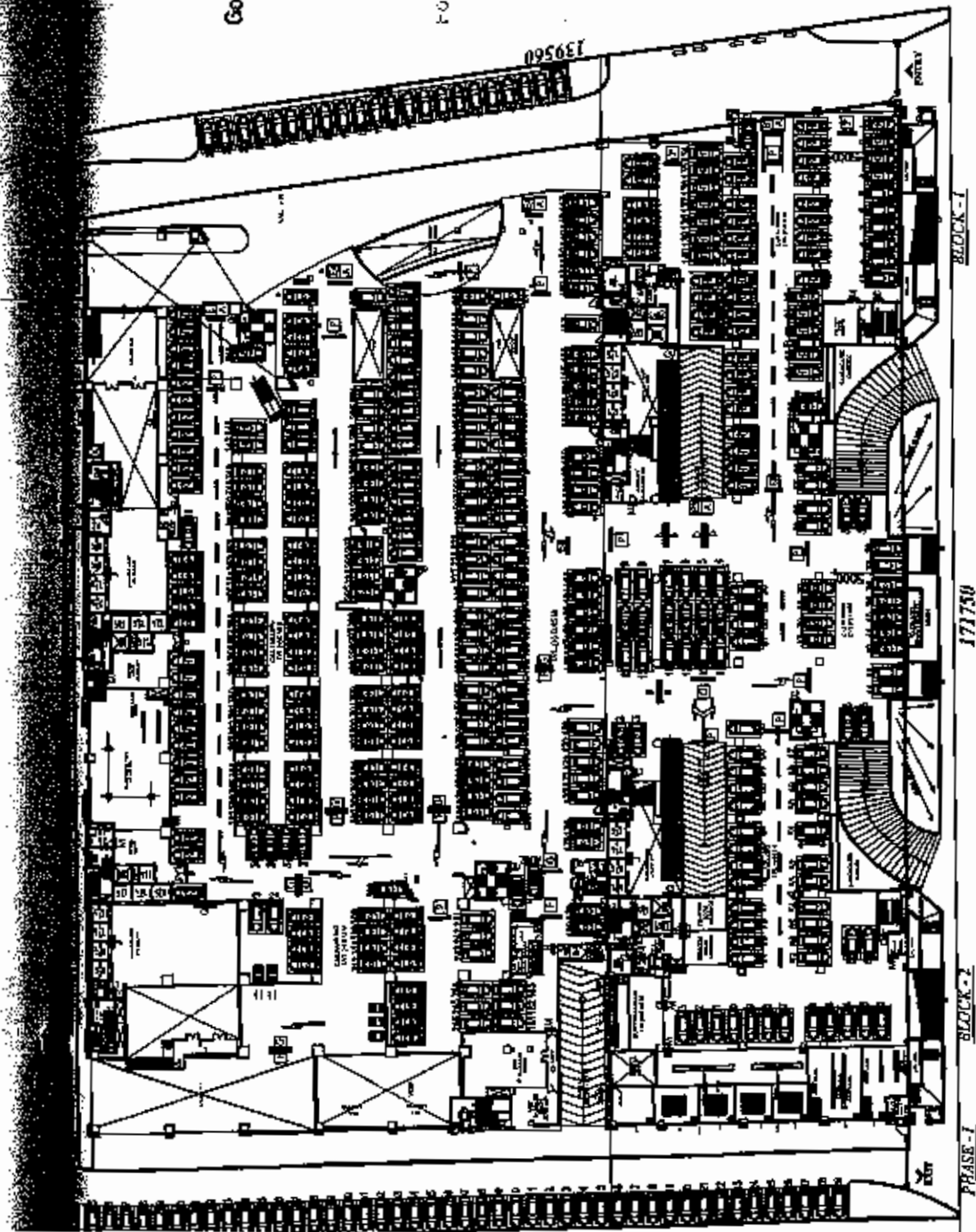
Susil Ray.
Suranjan Baha.

ERG Iron & Steel Co. (P) Ltd.

Rohit Gupta
Authorised Signatory
(**ROHIT GUPTA**)



1



Godrej Waterside Properties Pvt. Limited
Ken Doshi
 Authorised Signatory

FOR INFINITY INFOTECH PARKS LTD.
Ravi Ugi
 Executive Director

LEGEND:

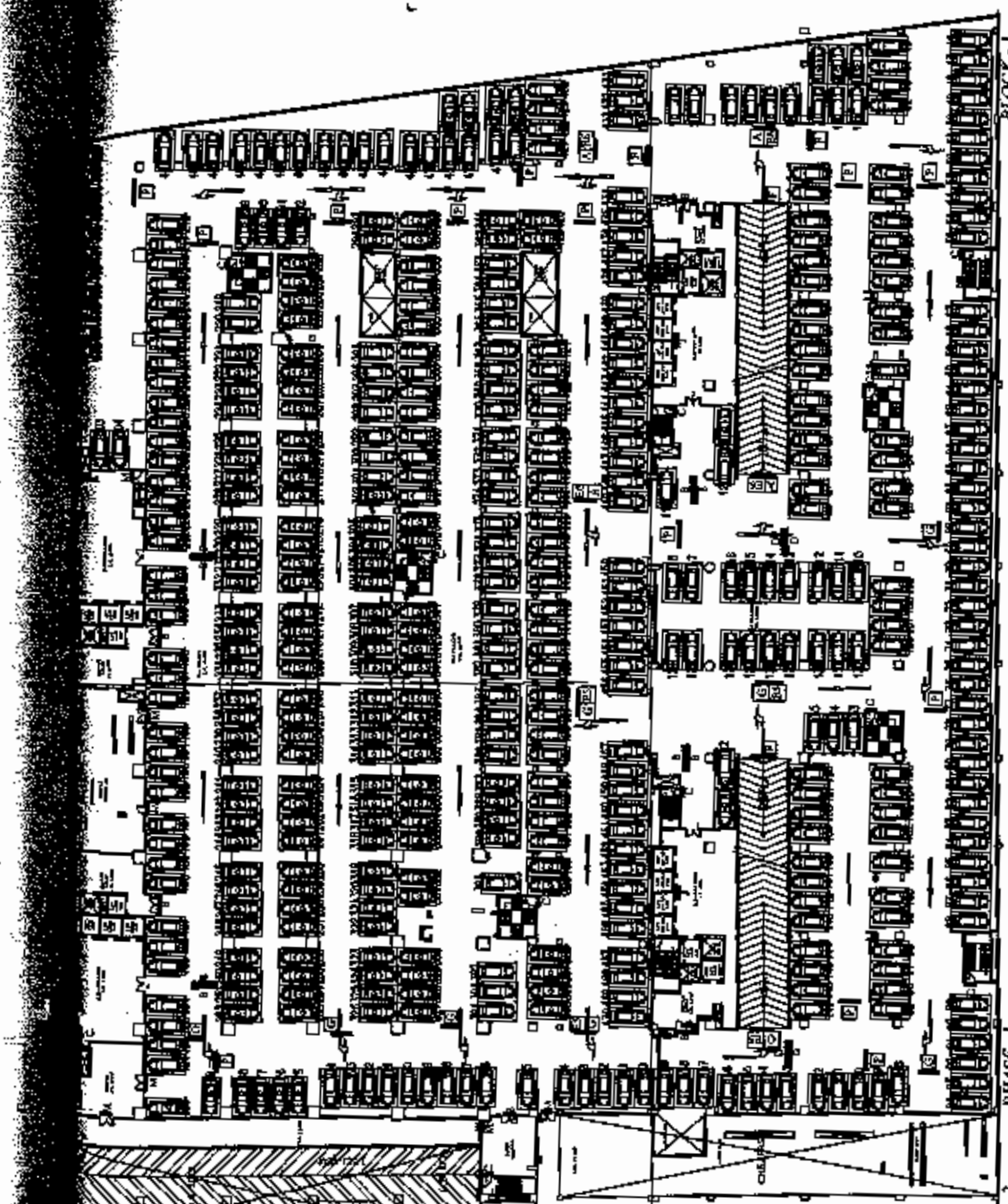
CAR PARKING DEVICES - 400
 (TOTAL - 2 NOS.)

BRG Iron & Steel Co. (P) Ltd.
Ravi Guleri
 Authorised Signatory

GROUND FLOOR PLAN

ARCHITECTS:
 AGRAWAL & AGRAWAL
 BANGALORE
 SCALE
 1/175

PHASE - I
 BLOCK - I
 BLOCK - II



Godrej Waterside Properties Pvt. Limited
(Signature)
 Authorised Signatory

for INFINITY INFOTECH PARKS LTD.
(Signature)
 Executive Director

ERG Iron & Steel Co. (P) Ltd.
(Signature)
 Authorised Signatory

LEGEND:

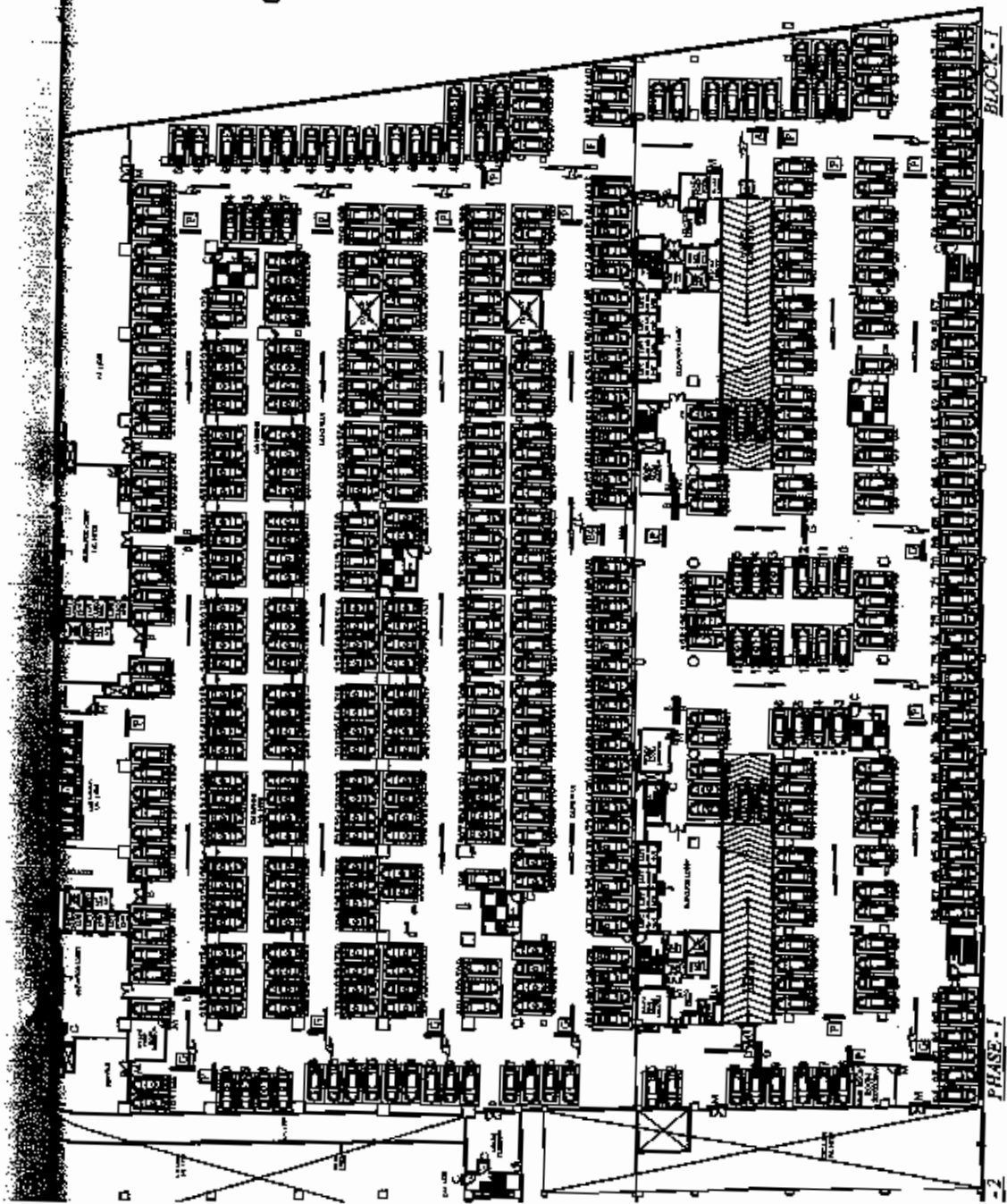
CAR PARK FOR OFFICES - 402
 (TOTAL - 6 NOS.)

UPPER BASEMENT PLAN

ARCHITECTS:
 AGRAWAL & AGRAWAL
 BANGALORE
 CALCUTTA

SOFTWARE PARK
 O. S. BLOCK - DE, SECTOR-V
 SALT LAKE, KOLKATA

SCALE
 1/4" = 1'-0"



Godrej Waterside Properties Pvt. Limited
[Signature]
 Authorised Signatory

For INFINITY INFOTECH PARKS LTD
[Signature]
 Executive Director

BRG Iron & Steel Co. (P) Ltd.
[Signature]
 Authorised Signatory

LEGEND:

CAR PARKING FOR OFFICE - 402
 (TOTAL - 12 NOS.)

INFINITY INFOTECH PARKS
 BLOCK - I, SECTOR - V
 EASTERN EXPRESS, KOLKATA

LOWER BASEMENT PLAN

SCALE
 N
 ARCHITECTS:
 AGRAWAL & AGRAWAL
 BARODA
 CALCUTTA

SPECIMEN FORM FOR TEN FINGERPRINTS

1.	<i>John Smith</i>					
		Little	Ring	Middle (left)	Fore Hand)	Thumb
						
		Thumb	Fore	Middle (right)	Ring Hand)	Little
2.	<i>John Smith</i>					
		Little	Ring	Middle (left)	Fore Hand)	Thumb
						
		Thumb	Fore	Middle (right)	Ring Hand)	Little
3.	<i>John Smith</i>					
		Little	Ring	Middle (left)	Fore Hand)	Thumb
						
		Thumb	Fore	Middle (right)	Ring Hand)	Little
4.						
		Little	Ring	Middle (left)	Fore Hand)	Thumb
		Thumb	Fore	Middle (right)	Ring Hand)	Little

Certificate of Registration under section 60 and Rule 69.

Registered in Book -I
CD Volume number 9
Page from 3025 to 3063
being No 02212 for the year 2011.




(Sudhakar Sahu) 26-February-2011
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A. R. A. - II KOLKATA
West Bengal