10061/11 219 11163

पश्चिमबंग पश्चिम बंगाल WEST BENGAL L 34601

Certified that the document is admitted to Registration. The Signature Sheet and the endorsement Sheets attached to this document are the part of this Document.

Additional Registrar of Assurances-II, Kolkata

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made at Kolkata on the day of 23rd November, 2011 as specified in the Schedule between M/s G N Bullion Pvt. Ltd. represented by its authorized representative Sri. Hitesh Shinde Son of Sri. Shashikant Shinde, having registered office at G N Bullion Pvt. Ltd. , 5 , Adi Banstolla Lane, Ground Floor, Kolkata 700 007 as specified in the Schedule (hereinafter called the "Lessor" which expression shall unless repugnant to the context or meaning thereof mean and include its heirs, successors and assigns in business as the case may be)

AND

Axis Bank Limited, a banking company incorporated under the Companies Act, 1956 and carrying on banking business under the Banking Regulation Act, 1949 and having its Registered office at 'Trishul', 3rd Floor, Opposite Samartheshwar Temple, Law Garden, Ellisbridge, Ahmedabad 380 006, Gujarat through its authorised signatory and Vice President, Projects, Sri. Anjan K Bagchi (hereinafter called the "Lessee" which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns in business)

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For AXIS BANK LTD.

Vice - President
Projects, East Zone

G. N. Bullion Pvt. Ltd.

Director

220831

22 NOV 2011

Sealdah Civil Court

Abhishek Poddar

ABHISHEK PODDAR

S/O MR NARAYAN CHANDRA PODDAR
AXIS BANK LTD
11 SHAKESPEARE SARANI
VAGHALAND HOUSE
KOLKATA - 700071

POLICE STATION :-
SHAKESPEARE SARANI

Service

Additional Registrar
of Assurances-I, Kolkata
21 DEC 2011

भारत सरकार RS

221

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

Endorsement For Deed Number : I - 11163 of 2011
(Serial No. 10061 of 2011)

On

Payment of Fees:

On 21/12/2011

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 : 34,35(a),5,57 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 34388/-, on 21/12/2011

(Under Article : ,E = 28/- ,A2(a) = 34276/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 21/12/2011)

Deficit stamp duty

Deficit stamp duty

1. Rs. 129402/- is paid33873920/12/2011State Bank of India, Specialised Insti Bkg Kolkata, received on 21/12/2011
2. Rs. 48902/- is paid48392314/12/2011State Bank of India, KOLKATA - BURTALLA STREET, received on 21/12/2011
3. Rs. 40000/- is paid34058414/12/2011State Bank of India, COLOOTALA STREET, received on 21/12/2011

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

Presented for registration at 11.42 hrs on :21/12/2011, at the Office of the A.R.A.-I KOLKATA by Anjan K Bagchi ,Claimant.

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

Execution is admitted on 21/12/2011 by

1. Hitesh Shinde
   Director, M /s G. N. Bullion Pvt Ltd, 5, Adi Banstala Lane, Kolkata, Thana:-Posta, Dist:-[illegible], WEST BENGAL, India, P.O. :- Pin :-700007 .
   . By Profession : Others
2. Anjan K Bagchi
   Vice President, Axis Bank Limited, Trishul, Opposite Samartheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad, Thana:-ELLISBRIDGE, District:-Ahmadabad, GUJARAT, India, P.O. :- Pin :-380006 .
   . By Profession : Others

Identified By Abhishek Poddar, Son of Narayan Ch. Poddar, 11, Shakespeare Sarani, Kolkata, Thana:-Shakespeare Sarani, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700071 , By Caste: Hindu, By Profession: Service.

PUNJAB NATIONAL BANK SALT LAKE Br.

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Additional Registrar of Assurances-I, Kolkata
21 DEC 2011

(Sadhan Chandra Das)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

222

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

Endorsement For Deed Number : I - 11163 of 2011
(Serial No. 10061 of 2011)

(Sadhan Chandra Das)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

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Additional Registrar
of Assurances-I, Kolkata
21 DEC 2011

(Sadhan Chandra Das)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

21/12/2011 12:07:00

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Government of West Bengal
Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue
Office of the A.R.A.-I KOLKATA, District- Kolkata
Signature / LTI Sheet of Serial No. 10061 / 2011

Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Anjan K Bagchi			21/12/11

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Hitesh Shinde Address -5, Adi Banstala Lane, Kolkata, Thana:-Posta, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700007	Self	 21/12/2011	 LTI 21/12/2011	
2	Anjan K Bagchi Address -Trishul, Opposite Samartheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad, Thana:-ELLISBRIDGE, District:-Ahmadabad, GUJARAT, India, P.O. :- Pin :-380006	Self	 21/12/2011	 LTI 21/12/2011	

Name of Identifier of above Person(s)
Abhishek Poddar
11, Shakespeare Sarani, Kolkata, Thana:-Shakespeare Sarani, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700071

Signature of Identifier with Date
Abhishek Poddar
21/12/11

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Additional Registrar of Assurances-I, Kolkata
21 DEC 2011

(Sadhan Chandra Das)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A.-I KOLKATA

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WHEREAS

A. The Lessor has assured and undertaken that the Lessor is seized and possessed of and is otherwise well and sufficiently entitled to lease all or a part of the premises more particularly described in the Schedule with all rights, advantages, entrances, passages and all common facilities as delineated in red in the plan annexed hereto and marked Annexure-A. ("Premises")

B. The Lessee is desirous of taking on lease and the Lessor is desirous of granting on lease, the Premises for the purpose more particularly described in the schedule.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. GENERAL INTERPRETATION

In this Agreement, unless the context otherwise requires:

(a) In this Agreement, singular shall include plural.

(b) The clause headings are inserted for the sake of convenience only and shall not affect the interpretation of the provisions hereof.

2. REPRESENTATIONS AND WARRANTIES

2.1 The Lessor represents and warrants as under:

2.1.1 Clear Title and authority

The Lessor has a clear and marketable title in respect of the Premises located at the Premises on the First Floor carpet area approx 1,981 sq. ft. for the banking hall at First Floor , 212 , Vivekananda road, Maniktala, Kolkata: 700 006 falling under Kolkata Municipal Corporation and the said Premises is duly mutated in favour of the Lessor and the Lessor is in possession of the Premises and is fully empowered and authorized to enter into this Agreement and convey a valid lease in favour of the Lessee to enable the Lessee to enjoy peaceful possession of the Premises.

2.1.2 The Lessor hereby represents to the Lessee that the Lessee shall hold the premises during the term of the Lease without any interruption or hindrance.

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For Bullion Pvt. Ltd

Director

For AXIS BANK LTD.

Vice - President
Projects, East Zone

2.1.1.3 The Premises are free from any encumbrances, charges, mortgages, litigation, injunction, attachments in favour of any third party whatsoever save and except any charge intimated by the Lessor more particularly mentioned in the schedule.

2.1.1.4 Commercial Usage

The Lessor has represented that though he has not yet been in a position to submit the commercially sanctioned building plan to the Lessee, he has obtained and have submitted the commercial assessment of the offered premises. The Lessor further states that an application dated 07.09.2011 for obtention of revised sanction plan has been made to Kolkata Municipal Corporation for the said premises, the same has not been obtained as on the date of execution of this Lease Agreement. The Lessor confirms and declares that the proposed construction is in accordance with the extant Municipal Rules and Regulations governing the commercial building in that area. The Lessor further states that in the event of the Municipal or any statutory Authority declaring the Building or any portion thereof as an unauthorized construction, the Lessor confirms to regularize the same and pay the penalty as levied by the sanctioning authorities. The Lessor further agrees to indemnify and keep indemnified the Lessee, its successors and assigns from any costs, charges, losses, claims, damages that the Lessee may suffer on account of taking the said premises in the absence of the revised sanctioned plans.

The Owner further represents that he would provide the revised commercially sanctioned building plan from the Kolkata Municipal Corporation to the Lessee by 15.12.2011 till such time agrees to indemnify the Lessee, its successors and assigns in business against all costs, damages, losses etc. arising from third party claims due to the failure on the part of the Lessor to provide the commercially sanctioned building plan of the premises

The Lessor further confirms that the Occupation Certificate/Completion Certificate with respect to the said premises is not obtained from the concerned Municipal Authorities and further agrees to indemnify and keep indemnified the Lessee, its successors and assigns from any costs, charges, losses, claims, damages that the Lessee may suffer on account of taking the said premises in the absence of the issuance of the Completion Certificate/Occupation Certificate

2.1.1.5 The Lessor has further assured and undertaken that he has obtained or he shall apply for and obtain all necessary NOC's/clearances from the concerned municipal authorities / society for the commercial use of the premises and shall comply with all the terms and conditions that may be imposed by the municipal authorities, or any other authority or authorities in this regard. The Lessor has agreed and undertaken to bear and pay any premium, fees or any other charges as leviable by the authorities from time to time and keep the usage of the premises by the Lessee regularized during the term of the lease.

2.1.1.6 That all permissions, consents required to be obtained for grant of lease by the Lessor to the Lessee, from any statutory and/or other authorities have been obtained.

2.1.2 **Outstandings**

The Lessor has also represented that there are no outstanding payment or any taxes, levies, charges including municipal taxes and property taxes and that all dues

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Director

including electricity and water dues have been paid up to date to the concerned authorities as on the date of handing over the premises to the Lessee. In case of any outstandings the Lessor further represents to make the necessary payment in due time. In the event the Lessor fails to make the payment on due dates and the Lessee receives the notice of the same, the Lessee shall have the right to make the payment and deduct the same from the lease rentals with respect to the premises.

2.2 The Lessee represents and warrants as under:

2.2.1 **Authority**

The Lessee is fully empowered and authorised to enter into this Agreement.

2.2.2 **Purpose**

The Lessee shall be using the premises solely for commercial and Banking purposes and no other purposes.

3 **GRANT OF LEASE**

3.1 In consideration of the rent and refundable interest free security deposit specified in the schedule annexed herewith and in further consideration of the covenants hereinafter contained on the part of the Lessee and the Lessor to be observed and performed, the Lessor leases the premises together with all the rights, easements and appurtenances belonging thereto commencing from the date **23rd November, 2011 ("Commencement Date")** and for period specified in the Schedule.

3.2 The Lessor hereby conveys the possession of the Premises and the Lessee hereby accepts the possession of the Premises on the date more particularly described in the Schedule.

4. LESSOR'S COVENANTS

4.1 The Lessor shall pay and discharge all his obligations in respect of the premises and shall not do, omit or suffer to be done anything whereby the Lessee's right to hold or enjoy the premises may be avoided, forfeited, determined or extinguished.

4.2 The Lessor agrees that in consideration of the lease Rent agreed to be paid by the Lessee and on compliance of the terms and conditions contained herein the Lessee shall peacefully enjoy the Premises along with the right to use common areas leading to the Premises such as staircases, corridors along with the other tenants as occupants of the Building during the Lease Period and its renewal, if any, without any interruption from the Lessor. The Lessor further agrees that the Lessee will have quiet and peaceful possession of the Premises, without any hindrance from any third party.

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For AXIS BANK LTD.

Vice - President
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4.3 That the Lessor shall observe and perform all the Rules, Regulations and Bye-Laws in respect of the Premises, and shall not do or omit to be done anything so that the Lease hereby created and occupation of the Lessee in respect of the Premises is jeopardized.

4.4 The Lessor shall pay the requisite fee and /or charges levied / leviable by the authorities for the use of the premises for the Lessee and within time during the entire period of the lease.

4.5 The Lessor shall provide/ permit the following facilities :

4.5.1 The Lessor shall provide the sanctioned Electricity Load of 3 phase 42 kva more particularly described in the schedule in the premises and a separate electricity meter for the premises on terms more particularly described in the schedule.. The Lessee shall pay the electric charges as per the meter installed in respect of electricity consumed by the Lessee directly to the authorities promptly and within time. All the charges connected with the procurement of Electricity load including the cost of Electric Meter, MCBs, Electric wire connection from outside/transformer up to the premises etc will be borne by the Lessor.

4.5.2 The Lessor has no objection and shall allow the Lessee to put up signage without any additional charges at the entrance of the Premises and signboards of such size (as per the specifications of the Lessee) at the locations more particularly described in the Schedule. The Lessor agrees to obtain all necessary permission(s) from local government authority(ies)/ builder for putting up the signage , if any required.

4.5.3 The Lessor shall also provide the Lessee with the facilities more particularly described in the Schedule without any additional charges.

4.5.4 The Lessor affirms that all sewerage requirements for the Premises are in compliance with the approved plans and applicable building byelaws. In the event of any non-compliance/sewerage problem faced by the Lessee, the Lessor agrees to rectify the same within one day of intimation by the Lessee. If the Lessor does not attend to/rectify such default within one day of receipt of notice from the Lessee in writing, then the Lessee shall be entitled to get the required repairs done after intimation to the Lessor and the Lessor will have to reimburse the cost of such repairs to the Lessee within 7 days of intimation received from the Lessee. In the event the Lessor fails to reimburse the costs incurred by Lessee in getting the repairs done, the Lessee will be entitled to deduct the cost from the Lease Rent due and payable by the Lessee to the Lessor.

4.6 The Lessor shall permit the Lessee to inter alia paint the Premises, to construct or fix in the Premises all such fixtures, including air-conditioners, sun blinders, electrical switches and installations, lights, fans, carpets, curtains, partitions, cabins, computers, word processors, fax, telephones, office equipment, telephone exchange

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and other fittings, fixtures and paraphernalia for the better use of the premises for its business as the Lessee may think fit entirely at the cost and expenses of the Lessee. The Lessor agree that if any approval from any statutory or local authority is required for any changes required to be made in the Premises the Lessor shall extend all assistance and co-operation to the Lessee to obtain the same.

4-7 In the event the Lessor, at any time during the tenure of the Lease granted to the Lessee and or subsistence of this Agreement, desires to sells and/or transfers its rights in the said premises as a whole or in any part or parts thereof to any person or persons, then in that event, the Lessor shall notify the Lessee in writing seeking prior written consent of the Lessee which consent shall not be unnecessarily withheld subject to the condition that the Lessor shall in such case ensure that the future owner or transferee of successor in title or prospective new owner of the said premises shall be absolutely bound to honor all the terms and conditions of the Lease and shall comply with all the provisions hereunder this agreement applicable mutates mutandis without any exception whatsoever including further extensions at agreed rate between the parties hereto and / or and shall also acknowledge the advance rent, if any, and all adjustments shall be in accordance with this Agreement. It is agreed by the Lessor that all expenses that may be incurred for any fresh documentation as may be required to be executed with the new Lessor including any stamp duties shall be borne and paid by the Lessor/ new Lessor. Any sale document, which does not guarantee the above shall be invalid and Lessee will not take cognizance of the sale document.

4-8 The Lessor shall arrange for necessary repairs in respect of any structural damages to the Premises, defects or damage to electrical power transmission lines, water supply lines, sanitary pipes, and other facilities available/ provided in respect of the Premises within seven to ten days of such defects being notified by the Lessee to the Lessor, provided the same are (i) not caused by any misuse on the part of the Lessee, and (ii) are outside the purview of the internal general repairs and maintenance in respect of the Premises. In case the Lessor fails to arrange for the repairs within the period of seven days thereof, the Lessee shall be at liberty to carry out the same at its cost and recover the entire cost from the Lessor, by way of appropriation/deduction/adjustment in / from the rent payable by Lessee to the Lessor from time to time.

4-9 The Lessor hereby irrevocably and unconditionally agree and undertake to complete the civil work in the demised premises as mentioned in the schedule annexed herewith to the full satisfaction of the Lessee within the period specified in the Schedule, failing which the Lessee will without prejudice to its other rights and remedies available at law also be entitled to carry out the requisite work/obligations itself or through any other person / contractor and appropriate the costs so incurred in this regard with the Lease rentals. It is expressly agreed by the Lessor that [illegible]

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aforesaid right of the Lessee to stop payment shall not entitle the Lessor to delay completion of the civil works beyond the agreed period.

4.10 The Lessor agree that upon receipt of a notice of attachment issued by any statutory authority, as a result of non payment of any dues payable in respect of the Premises by the Lessor, the Lessee shall have a right to make the payment of the demand as per the said notice of attachment for and on behalf of the Lessor and to adjust the same against the Lease Rent due and payable by them to the Lessor.

4.11 The Lessor agree that in the process of carrying out inspection and/or repairs and/or other works in the Premises the Lessor will ensure that minimum inconvenience is caused to the Lessee and the Lessee's normal banking activities are not disrupted, in any manner.

4.12 The Lessor agree that the Lessee shall attend to all day to day and minor repairs of the Premises including fuses, leakage of water taps etc. at the Lessee's cost but major structural repairs such as leakage of roof, cracks in the walls, seepage in the Premises, bursting of any electric cables or bursting or corroding of water pipes or sewerage system etc., shall be attended to and rectified promptly within reasonable time by the Lessor at their own cost. If the Lessor do not attend to/rectify such repair within two days of receipt of notice from the Lessee in writing, then the Lessee shall be entitled to get the required repairs done after intimation to the Lessor and the Lessor will have to reimburse the cost of such repairs to the Lessee within 7 days of intimation received from the Lessee. In the event the Lessor fails to reimburse the costs incurred by Lessee in getting the repairs done, the Lessee will be entitled to deduct the cost from the Lease Rent.

4.13 The Lessor shall be entitled to create a mortgage, charge, or otherwise offer as security the said premises for the purpose of borrowing any loan or obtaining and financial facility from any party including bank, financial institution on obtaining No Objection Certificate from the Bank PROVIDED THAT no such mortgage, charge or other security shall adversely affect the rights of the Lessee under this Agreement in any manner whatsoever and any such mortgage, charge or other security shall always be subject to the rights of the Lessee under this Agreement.

4.14 In case of more than one Lessor, the Lessors hereby agree that though the Lessors have their individual, definite share and interest in the said premises, they are jointly and severally leasing their individual share in the said premises as one joint property to the Lessee and that further confirm and agree that they have no objection in the Lessee breaking the internal walls between the individual Units for the purpose of opening its Branch and using the same as one Premises.

4.15 The Lessor shall insure the structure and civil works of said premises against all risks at their costs.

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4.16 The Lessor shall bear all costs towards shifting of any commercial equipment inter alia VSAT, VPN and DG Set belonging to the Lessee, if the shifting of the said equipment is at the desire of the Lessor. In case the shifting of the commercial equipment is at the volition of the Lessee, then the costs towards the same shall be borne by the Lessee.

4.17. The Lessee, its successors, assigns, employees, customers, service providers, suppliers and all persons lawfully claiming under it shall have the right of usage of the entrances, the right of usage of the passages / stairs and shall have unhindered access to the said premises and where the V-Sat is installed at all times.

4.18 The Lessee will at its own cost make arrangements for the security guards. The Lessee shall have the right to post security guard round the clock to guard the Premises.

4.19 The Lessee shall be entitled to assign or otherwise allow use and occupation of the Premises or any part thereof to its business associates, affiliate companies / subsidiaries without consulting the Lessor but not beyond the tenure of this lease as mentioned hereunder.

5 LESSEE'S COVENANTS

The Lessee hereby covenants with the Lessor as follows

5.1 That the Lessee will during the continuance of this Lease pay to the Lessor the rent as specified in the Schedule on or before the 7th day of each subsequent calendar month for which it is due and payable during the tenure of the Lease as specified in the Schedule annexed herewith and that such payment will always be subject to deduction of tax at source at the applicable rates.

5.2 To use the Premises with due care and caution and to keep and maintain the same in good order and condition; The Lessee shall keep the interior of the leased area in proper condition and preserve the same in good condition. The Lessee shall keep all the internal sanitary fittings and water connections in the Premises in good order and repair and reasonable wear and tear is expected during the subsistence of the Lease.

5.3 To promptly pay all charges of electricity and water consumed in the Premises during the term of this Agreement based on the meter reading specifically attached to the Premises

5.4 The Lessee agrees that the Lessee shall not make any addition or alteration to the exterior of the Premises, which might impair the architectural structure of the Building.

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6.3 Notwithstanding anything herein contained if the Lessee is dispossessed from the premises or penalized as a result of any legal proceedings or action against the Lessor in respect of the premises for the breach by the Lessor of any law, regulations, rules, bye-laws in force in India, or for any other reason the lease shall stand terminated from the date of dispossession of the Lessee consequent thereto, at the sole option of the Lessee. All amounts due and payable to the Lessee on such date in terms hereof including penalty if any paid by the Lessee on account of the Premises together with the full rent for the month of dispossession, in whole, shall be forthwith paid to the Lessee by the Lessor without delay, demur or protest and such payment shall be without prejudice to any and all rights of the Lessee in terms hereof as also the Lessee's right of recourse against the Lessor, provided that the Lessee shall not be liable to pay any rent to the Lessor from such date of dispossession.

6.4 The Lessor and the Lessee agree to indemnify and keep indemnified each other of, from and against all actions, suits, proceedings, costs, charges, expenses, losses and other liabilities brought against, suffered or incurred by the Lessor or the Lessee by reasons of any breach, non-performance or non-observance by the Lessor or the Lessee as the case may be of any of their respective obligations under this Agreement.

7 FORCE MAJEURE

In the event the Premises or any part thereof are destroyed or damaged by earthquake, flood or any other natural calamity or act of god that the Lessee is unable to continue its normal business therein or if the premises be rendered unfit for occupation, then the Lessee shall have the option to terminate this Agreement as from the date of happening of any such event. In the event the Lessee does not exercise the option of terminating the Lease, within 45 days of the date of such damage or destruction, this Lease shall be deemed to continue and shall in fact remain in force at the sole discretion of the Lessee and the Lessor shall at their own expenses, as speedily as circumstances permit rebuild and restore the premises to their original condition. However, no rent will be payable from the date of such damage or destruction till the premises are restored to their former condition. In case the Lessor fail to commence the process of repairing the Premises with in a reasonable period of time the Lessee shall have the option to carry out such repairs and adjust the cost thereof from the rent payable to the Lessor. The contractor's final bill would be the proof of expenses incurred by the Lessee and the same shall be construed as a valid discharge of the Lessee with respect to the payment of Lease rentals.

8 NOTICE

All notices required to be served by either of the parties hereto upon the other shall be deemed to have been duly and effectively served if delivered by hand or addressed by Registered A.D. Post or courier at the address more particularly stated in the Schedule and such service shall be deemed to have been effected in the case of delivery by hand, on

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Director

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the date on which it is so delivered and in the case of delivery by Registered A.D. Post/courier on the date of Registered A.D./courier notice is received by the addressee.

9. TERMINATION/RENEWAL

9.1 The Lessor and the Lessee agree that this Agreement shall be terminated on the terms and conditions contained in the schedule annexed to this Agreement.

9.2 In cases of the security deposit being paid by the Lessee, notwithstanding anything to the contrary contained herein, on termination or earlier determination of the Lease in terms of this Agreement, if the Lessee is ready and willing to give peaceful possession of the said premises to the Lessor but the Lessor does not refund the said security Deposit in full for any reason whatsoever, despite the written notice being received from the Lessee, then in such an event without prejudice to any other right/remedy available:

a) The Lessee shall be entitled to retain the Premises without being liable to pay the compensation effective from that date till the time the Lessor refund the said security deposit in full as per the terms of this Agreement.

b) The Lessor shall become liable to pay interest to the Lessee on the said Security Deposit at the rate more particularly described in the Schedule, from the date the Lessee is ready and willing to give vacant and peaceful possession of the said premises as aforesaid up to the date of the refund of the said Security Deposit by the Lessor to the Lessee together with the accrued interest for the delay.

9.3 On the expiration or sooner, determination of the lease hereby granted or the renewal thereof if granted, the Lessee shall remove itself from the premises and all its employees, servants and all its belongings, except for such alteration as were permitted by the Lessor, reasonable wear and tear and loss or damage by fire, accident, irresistible force or act of God . It is agreed between the parties hereto that the said refundable Security deposit and shall be repaid forthwith by the Lessor to the Lessee free from any claim and without any deduction against the Lessee simultaneously upon the Lessee handing over the said premises to the Lessor in terms of this Agreement.

9.4 The Lessee shall have an option to renew the Lease on the terms and conditions stated in the schedule annexed herewith.

10. In the event of any disputes or differences arising between the parties, the courts at the place specified in the Schedule shall have exclusive jurisdiction to try and entertain any proceedings arising out of or in relation to this Agreement.

11. MISCELLANEOUS

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For AXIS BANK LTD.

Vice - President
Projects, East Zone

G. N. Bullion Pvt. Ltd.

Director

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11.1 It is agreed between the Parties hereto that all outgoings including all rates, taxes, levies assessment; non-occupancy charges, etc in respect of the said premises shall be paid by the party described in the Schedule.

11.2 In case of more than one Lessor, all the Lessors shall be jointly and severally responsible for all the obligations under this Agreement.

11.3 If any one or more provisions of this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

11.4 The terms of this Agreement shall not be altered or added to nor shall anything be omitted there from except by means of a supplementary Agreement in writing duly signed by the parties hereto.

11.5 The Lessor covenants that the Lessor shall not object to any change in the constitution of the Lessee or in case of merger, amalgamation, etc

11.6 The Lessor shall acknowledge and give valid receipts for each and every payment made by the Lessee to the Lessor in respect of the usage of the premises.

11.7 Failure of either party to exercise promptly any right herein granted or to require strict performance of any obligation undertaken herein, shall not be deemed a waiver of such right or of the right to demand subsequent performance of any and all obligations herein undertaken by respective parties.

11.8 The Lessee shall keep the original of this Agreement and a copy thereof shall remain with the Lessor.

12. The expenses for Stamp duty and registration charges of this Agreement shall be borne in the proportion more particularly described in the schedule.

G. N. Bullion Pvt. Ltd.

Director

For AXIS BANK LTD.

Vice - President
Projects, East Zone

PUNJAB NATIONAL BANK
SALKIA Br.

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SCHEDULE

1.	Place of execution of Agreement	Kolkata
2.	Date of execution of Agreement	November 23rd , 2011
3.	Name and address of Lessor(s)	G N Bullion Pvt. Ltd. 5 , Adi Banstolla Lane Ground Floor Kolkata 700 007 (Authorized Signatory: Mr. Hitesh Shinde –Director) Ph : 93310 64073 < gnhall2004@yahoo.co.in >
4.	Description of the Premises	First Floor 212 , Vivekananda road Maniktala Kolkata: 700 006 All that the spaces measuring about 1,981 sq. ft. on being the entire First Floor of the building at premises no. 212, Vivekannada Road, PS : Nakeldanga, Kolkata 700 006 **First Floor: 1,981 sq.ft carpet area approx** **Total : 1,981 sq.ft carpet area approx.** Description of the property :- NORTH; Vivekananda Road SOUTH: 258/3 , APC Road EAST; 214 , Vivekananda road WEST: 212 A , Vivekananda RoadNotwithstanding what is contained elsewhere, the area being the carpet area based on which rentals are fixed as shown in this deed is final and binding on both the parties, both during the subsistence of the agreement and thereafter. Both Parties agree that Both Parties shall not be bound to take note of any disputes or claims, should it be raised at any point of time by either Parties
5.	Purpose of lease	To allow the Bank to do its Banking and allied business
6.	Term of the Lease	9 years from the date of the execution of this Agreement
7.	Monthly Lease rent / Compensation	Initially The Rent payable shall be First Floor : Rs 2,24,400/- p.m @ Rs 113.28/- per sq.ft carpet area approx for 1981 sq. ft. area. **Total: Rs 2,24,400/- p.m for 1981 sq. ft. carpet area approx.** There shall be an Escalation of 15% in rental after every

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G. N. Bullion Pvt. Ltd.

Director

For AXIS BANK LTD.

Vice - President
Projects, East Zone

		completed three years over and above the preceeding period. Net Rent will be payable after deduction of applicable taxes from the above stated rent. Net Rent will be payable after deduction of applicable taxes (as per annexure attached) from the above stated rent. Thus, the lease rentals payable for the entire lease term shall be as under : First 40 days from the possession date i.e. 23.11.2011 to 01.01.2012 Nil being the rent free period. **First three years from the date of clear handing over possession of the premises to the Lessee** **i.e. From 02.01.2012 to 01.01.2015** Rs 2,14,400/- per month **Next Three Years** **i.e. From 02.01.2015 to 01.01.2018** Rs 2,53,060/- per month **Last Three years** **i.e. From 02.01.2018 to 22.11.2020** Rs 2,96,769/- per month The rent (including prorated rent) shall commence from the 41st day subsequent to the date of clear possession of the premises by the Lessee from the lessor.
8.	**Interest Free Refundable Security Deposit**	Rs 22,44,000/-. There is no escalation in the said Interest Free Refundable Security Deposit during the entire period of lease. The Lessors further undertakes and confirms that the Lessors shall be liable to refund the security deposit to the Lessee upon the expiry or earlier termination of this Agreement. The Lessor shall become liable to pay interest under clause 9.2 (b) under the Agreement to the Licensee on the Security Deposit at the rate of 18% p.a
9.	**Date of handing over possession**	**November 23rd , 2011**
10.	**Date of commencement of Lease**	**November 23rd , 2011**
11.	**Address for serving notice**	G N Bullion Pvt. Ltd. 5, Adi Banstolla Lane

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For AXIS BANK LTD.

Vice - President
Projects, East Zone

PUNJAB NATIONAL BANK SALKIA

N. Bullion Pvt. Ltd

Director

	to Lessor	Ground Floor Kolkata 700 007 (Authorized Signatory: Mr. Hitesh Shinde –Director) Ph : 93310 64073 < gnhall2004@yahoo.co.in>
12.	Address for notice to Lessee	AXIS Bank Ltd. 5 Shakespeare Sarani, Kolkata 700 071
13.	For mortgaged premises - name of the Mortgagee (Lender) and particulars	Not Applicable
14.	Facilities provided by Lessors without additional costs	1. Adequate space measuring about 12'x12' on the rooftop of the Building for installation of V-SAT(s) and VPN equipment and cables to be routed through the external face of the wall by use of clamps. In case of any additional construction to be put up by the Lessors, the Lessors shall make alternative arrangement for re-installing or re-erecting the Lessee's VSAT and VPN and other communication equipment's at (Lessor's) risk, cost and consequences on the new roof-top. However such repair and or construction shall not have an adverse effect on the day to day banking business of the Lessee. The Lessors confirm that the Lessors have obtained the necessary permission, if any required from Society or any authorities with respect to installation of V-Sat and VPN on the terrace premises. 2. 24 hrs Water supply connection in the premises. The Lessor shall provide additional supply of water as per the Lessee's requirement. 3.Space for earthing in the said premises for about 8 nos. Each earthpit would measure 2 ft by 2 ft and separated from each other by 10 ft. 4.Frontage of about 40 ft for branch premises 5. Space for installation of AC outdoor units / equipment for air conditioning [15 nos] approx. AC outdoor units to be placed in the east and west side of the premises 6. Space admeasuring 19 ft x 11 ft at the ground floor on the side of the premises has been offered for placing Bank's DG set at no extra costs. Such space will have to be provided having easy access of at least 6 ft. The owner has to provide unhindered access 24 hours round the clock to the DG set.
15.	Stamp Duty and registration charges	Stamp duty and registration charges to be borne by the Lessor and the Lessee on 50:50 basis

G. N. Bullion Pvt. Ltd.

Director

For AXIS BANK LTD.

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16.	Electricity load	3 phase 42 KVA to be provided within 30 days of the execution of the Agreement through a separate electric meter. All costs related to obtention of the aforesaid electric load load, comprising meter/ sub-meter, main switch/fuse, bus-bar, all types of connection, cables upto the meter room, all types of deposits, transformer charges as required, liasoning charges, etc. will have to be borne by the Lessor. The Lessee would pay monthly consumption charges as per the separate meter installed in the premises.3 phase 42 KVA to be provided within 30 days of the execution of the Agreement through a separate electric meter.
17.	**Termination provisions**	The Lessee alone shall have the option to prematurely terminate this Lease at any time by giving the Lessor 3 months advance notice in writing without assigning any reason whatsoever. The Lessors shall not have the right to terminate the lease during the entire period of lease except in the event of breach of terms and conditions by the Lessee. If the Lessor fails, neglects or refuses to honour any of the commitments made on their part to the Lessee as mentioned in this Agreement, then the Lessee shall have the right to give a written notice of one month to the Lessor to rectify the breach failing which the Lessee shall be entitled to terminate this lease and receive back the Security Deposit forthwith against vacating the said premises. The Lessee is also having the right for partial termination of the lease, by giving the 3 months advance notice in writing, and continue the lease with the remaining portion of the premises as per its requirements.
18.	Renewal	If the LESSEE shall be desirous of having the lease hereby granted renewed for a further term of 6 years, it shall, at least 3 (three) months before the expiration of the term of this 9 years lease, give to the LESSORS a Notice in writing of its intention to take such extension of the lease. Such notice shall be deemed to have been served on Lessor unless a notice to vacate the premises is given by the Lessee to Lessor. The LESSORS shall grant to the LESSEE such renewal of the lease of the said demised premises for a

G. N. Bullion Pvt. Ltd.

Director

For AXIS BANK LTD.

Vice - President
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		further term of 6 years after the expiration of the said 9 years term on mutually agreeable terms and conditions. It is hereby clarified and agreed that in such an event in case of renewal as stated hereinabove, the parties shall execute a Fresh Lease Deed and duly register the same.
19.	Location of signage	The Lessor shall made available in front of the demised space (full frontage of 35 ft). at no extra costs. Width of signage should be 4ft.
20.	All charges, outgoing, municipal taxes, rates	All present and future municipal/property taxes will be borne by the Lessors. However, municipal charges, if any, imposed for signages/water, will be borne by the Lessee. Service Tax on lease rentals to be borne by the Lessee on an reimbursemant basis subject to valid Service Tax Registration number and submission of copy of relevant payment challan. Such Service Tax is payable on the prorata component of lease rentals i.e, net of prorata Property Tax.
21.	Jurisdiction of courts	Kolkata
22.	Civil work to be carried out by the Lessors before handing over possession	The following Civil and related works would be carried out by the Lessors at their own cost prior to handing over clear possession of the space to the Lessee: <u>Civil works:</u> <u>Owner's scope –</u> <u>First Floors :</u> i) Removal of all internal walls, materials, pipes, etc. within Bank's area. No underground tank or pipes can pass through Bank's proposed area. ii) Blocking of all external sides by 10"thick wall and plaster on both sides. iii) Windows may be provided with shutter/glass panes and MS-grill over it. iv) The owner has to ensure that there are no seepage of water from roof or walls. vi) Completion of front elevation and all civil works on front side/entrance side of the Building. Vii) Others :- <u>Others:</u> In addition, the Lessors would also arrange for the following

G. N. Bullion Pvt. L.

Director

For AXIS BANK LIMITED

Vice President
Projects, East Zone

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		prior to handing over clear possession to the Lessee: i) 5 kva electricity for use by the Bank during interiors works, (ii) 24 hrs running water, (iii) entrance is clear and free from all obstruction, (iv) removal of all debris from the site (v) completion of necessary water proofing works, if any, including arresting leakages on the walls, ceiling etc.
23.	Special Covenants	On signing of lease Agreement, clear possession of Premises would be handed over to the Lessee on completion of all civil and other works as stated in this Agreement. There is a **fit out period** of 40 days from the date of clear handing over of the premises to the Lessee. The rent meter would commence from 41st day subsequent to the date of clear handing over of the Premises to the Lessee and the Lessee would release lease rent subject to completion/ resolution of the above issues. Thus the first 40 days would be non-rental in nature. In the event, electricity is not provided by the LESSOR within the said fit out period, lease rentals shall not be paid for the entire period i.e. from the 41st day subsequent to the date of clear handing over of the premises to the Lessee upto the date on which full electricity load is made available as also resolution of all other issues.
24	Other conditions	The Lessee shall be permitted to construct a strong room, toilets, pantry, internal storage, if any, put up appropriate signages, flooring as per Bank norms, false ceiling at its own cost during the 40 days fit out period. Workmen engaged by the Lessee shall be allowed by the Lessors to work round the clock, i.e. 24 hrs without any hindrance whatsoever.
25.	Release of monies	1) The rentals for the space at First Floors admeasuring 1,981 Sq. ft shall be release by the Lessee only on submission of the revised commercial sanction plan by the Lessor from the local authority/municipality for commercial usage of the said space. The rentals till the submission of the said revised commercial sanction plan shall be deposited by the Lessee in the escrow account and released to the Lessor only on submission of the aforesaid revised commercial sanction plan.

G. N. Bullion Pvt. Ltd.

Director

For PUNJAB NATIONAL BANK (LOD)

Vice President
Projects, East Zone

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	2) Interest Free Refundable Security Deposit would be released only on provision of full electricity load/ completion of all pending civil and related works/other issues and only on submission of the revised commercial sanction plan by the Lessor from the local authority/municipality for commercial usage of the said space. In the event, full electricity load is not made available by 40th day or other civil and related works are not completed, the period from 41st day till such time full power load is made available and civil and related works are completed to full satisfaction of the Bank.

G. N. Bullion Pvt. Ltd.

Director

For AXIS BANK LTD.

Vice - President
Projects, East Zone

PUNJAB NATIONAL BANK
SALKIA Br.

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IN WITNESS WHEREOF the parties hereto have subscribed their hands on the day November 23rd, 2011 hereinabove mentioned

SIGNED, SEALED & DELIVERED
by the said

SIGNED, SEALED & DELIVERED
by the said

G. N. Bullion Pvt. Ltd.

Director
(HITESH SHINDE)

Authorised Signatory

G N Bullion Pvt. Ltd.
5, Adi Bansitolla Lane
Ground Floor
Kolkata 700 007
[Authorized Signatory: Mr. Hitesh [illegible] Director]
Ph : 93310 64373

Bullion Pvt. Ltd. Kolkata 700007 Ground Floor

G.N. Bullion Pvt. Ltd. 5 Adi Bansitolla Lane, Ground Floor Kolkata 700007

At Kolkata in the presence of

1. SUDIPTA PAL. 3/4, Gitanjali Rd, Bhadreswar, Bhadreswar - 700122

2. DEBALINA GHOSHAMI, AXIS Bank Ltd., 11 Shakespeare Sarani, Kol- 7000

SIGNED, SEALED AND DELIVERED
by the said Sri. Anjan K Bagchi

for and on behalf of AXISBank Ltd.
in the presence of

For AXIS BANK LTD.
Vice - President
Projects, Esst Zone

1. ..... ZAHIUL MITRA, AXIS BANK LTD, 11 SHAKESPEARE SARANI, KOL-700071

2. ..... (BIJAN KR CHOUDHURY)
AXIS BANK LTD, 5 SHAKESPEARE SARANI, KOL-71.

PUNJAB NATIONAL BANK SALKIA

Drafted by

Sheboarth & Chowdhury
Advocates
High Court : Calcutta

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SPECIMEN FORM FOR TEN FINGER PRINTS

	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					

Photo

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

PUNJAB NATIONAL BANK PNB SIRHAB

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Photo

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 24
Page from 8843 to 8868
being No 11163 for the year 2011.

Seal of the Additional Registrar of Assurances-I, Kolkata

(Sadhan Chandra Das) 24-December-2011
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A.-I KOLKATA
West Bengal

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