

পশ্চিমবাগ पश्चिम बंगाल WEST BENGAL

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21.08.19

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Haraprosad Sinharey

ADVOCATE

VALLE CALCUTTA HIGH COURT

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SURANJAN MUKHERJEE

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BETWEEN

THISLEASE DEED executed at Kolkata on the 5

M/S. TANISHKA BUILDERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at 5/C, Chetla Central Road, Kolkata- 700017, West Bengal and having PAN-AACCT6107C and being represented by its authorized signatory Raj Kapoor Bhartia, being the son of Late BHANWAR LAL BHARTIA, by occupation-business, residing at Block-O, New Alipore, Kolkata - 700053 and having PAN-AEHPB2082G who is authorized to act on behalf of M/s.Tanishka Builders Private Limited vide a Board Resolution dated April 29, 2016 hereinafter referred to and called as the "LESSOR", which expression shall, unless it be repugnant to the subject or context thereof, include his respective legal heirs, executors, administrators and permitted assigns of the ONE PART:

Pantehka Kuildare PVI. Lid.

For ICICI BANK LTD.

Amlau Chalitralierty

Authorised Signatory

153012





Calculation	of nine \	Years Leas	t Rent of Chetla
1st Three Years	165000	36	5940000
2nd Three Years	189750	36	6831000
Last Three Years	218213	36	7855668
	Total		20626668
A)Average Annual Rate (Total/9)			2291852
B)Goods & Service Tax (18%)			412533
Total(A+B)			2704385
	le Security (Deposit	495000

12-paper Butter

For ICICI BANK LTD.
Annlan Chaktalanty

Govt. of West Bengal Directorate of Registration & Stamp Revenue e-Challan

19-201920-005429557-1

Payment Mode

GRN Date: 05/08/2019 05:45:01

Bank:

ICICI Bank

BRN:

1768944232

BRN Date: 05/08/2019 05:47:42

DEPOSITOR'S DETAILS

Name:

Haraprosad Sinharoy

Mobile No.

+91 9830027083

E-mail:

Address:

Contact No.:

251A Anath Nath Deb Lane Kolkata 700037

Applicant Name:

Mr Haraprosad Sinha Roy

Office Name:

Office Address:

Status of Depositor:

Advocate

Purpose of payment / Remarks:

Lease, Lease Payment No 7

PAYMENT DETAILS

SL No.	Identification No.	Head of A/C Description	Head of A/C Am	ount(?)
7	19030001128269/7/2019	Property Registration- Stamp duty	0030-02-103-003-02	324497
2		Property Registration-Registration Fees	0030-03-104-001-16	32099
3				1000000000

Total

ICICI BANK LIMITED, a Company incorporated under the Companies Act, 1956 and licensed as a Bank under the Banking Regulation Act, 1949 and having its Registered Office at ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara—390007, Gujarat and its Corporate Office at ICICI Bank Towers, BandraKurla Complex, Post Office & Police Station Bandra, Mumbai-400051 and having PAN-AAACI1195H Mereinafter referred to as the "LESSEE", which expression shall, unless it be repugnant to the subject or context thereof, include its holding, subsidiaries and group companies hereinafter collectively referred to as 'Affiliates' and their respective successors and assigns of the OTHER PART and being represented by its authorized signatory Amlan Chakraborty, being the son of Mr. Amal Chandra Chakraborty, aged about 39 years, working for gains at ICICI Bank Limited, 3A, Gurusaday Road, Kolkata-700019, and having PAN-AJNPC7980R;

The LESSOR and the LESSEE are hereinafter collectively referred to as the "PARTIES" and individually as the "PARTY").

WHEREAS:

A. That by virtue of a Deed of Conveyance dated February 22, 2008, the above Lessor purchased the premises comprising of all that piece and parcel of land measuring about 2 cottahs, 5 chittacks, 15 Sq. Ft. be it a little more or less, situated at Premises No. 5C, Chetla Central Road, P.O.-Chetla, P.S.-Alipore, Kolkata falling within the jurisdiction of the Kolkata Municipal Corporation, Ward No. 082, ADSR, Alipore, Assessee No. 110820200070 vide a Deed of Conveyance dated February 22, 2008 ("Deed of Conveyance") from one Tapan Karmakar, Tapas Karmakar, Tarun Karmakar, Arun Karmakar, Chandan Karmakar and Gautam Karmakar which was registered vide Deed No. 00653 for the year 2008 before the Office of the DSR-I, Alipore vide Book No. I, Volume No. 44, Pages 248 to 262.

Tanishka Ruildors Pvt. Ltd.

For ICICI BANK LTD.

Amlau Chaknaborty

Authorised Signature

- B. The Lessor further executed a Deed of Declaration dated July 10, 2013 wherein the above Lessor stated and declared that due to an inadvertent and bonafide mistake, the premises no. in the schedule of the above Deed of Conveyance (being the Deed No. 00653 of the year 2008 and registered vide Book No. I, Volume No 44, Pages from 248 to 262 before the Office of the DSR-I, Alipore (Deed No. 00653 for the year 2008), was wrongly and mistakenly written as 5A, Chetla Central Road P.S. Alipore, Kolkata-700027, in place and instead of Premises No. 5C, Chetla Central Road P.S. Alipore, Kolkata-700027.
- C. Thus, the Lessor became absolutely seized and possessed of and also otherwise well and sufficiently entitled to the premises comprising of 924 Sq. Ft. (carpet area) on the Ground Floor of the building lying and situated on a land admeasuring an area of 2 Cottahs, 5 Chittacks, 15 Sq. Ft. be it a little more or less, situated at Premises No. 5C, Chetla Central Road, P.O.-Chetla, P.S.-Alipore, Kolkata falling within the jurisdiction of the Kolkata Municipal Corporation, Ward No. 082, ADSR, Alipore, Assessee No. 110820200070 (hereinafter referred to as the "Demised Premises") more particularly described in Schedule I.
- D. The Lessee is desirous of taking the Demised Premise on lease for its banking business to locate the Lessee's CHETLA branch/Automated Teller Machines.
- E. The Lessor has represented to the Lessee that the Demised Premises has all requisite approvals for commercial usage to operate the Lessee's business and has been constructed as per approved plans by the local authorities and no notice has been received from any local authority for any deviations from the approved plan and all taxes pertaining to the Demised Premises have been paid till date and no notice or dispute is pending in respect thereof.
- F Relying on the aforesaid representation & assurances of the Lessor, the Lessee has agreed to take on lease the Demised Premise for housing its said branch/Automated Teller Machines on the terms and conditions as follows:

Panishka Russdare Pvt. Ltd.

Piplay- Gluba

Director

For ICICI BANK LTD.

Amlau Chathrale or by

Authorised Signatory

NOW THEREFORE THESE PRESENTS WITNESSETH THAT:

1. TERM:

The Lessor hereby grants to the Lessee a lease of the Demised Premises for a period of 9 (Nine) years commencing from July 16, 2019 to July 15, 2028.

2. CONSIDERATION:

- The Lessee shall pay the Lessor on or before the 10th of the succeeding month an aggregate fixed lease rent of Rs. 1,65,000,00/- (Rupees One Lakh Sixty Five Thousand Only) per month plus applicable taxes, if any payable in the proportion as under from:
 - A) For the first three years' period of Lease from July 16, 2019 to July 15, 2022, Lease rent payable is Rs. 1,65,000.00/- (Rupees One Lakh Sixty Five Thousand Only) per month in the proportion as mentioned below: M/S. TANISHKA BUILDING PRIVATE LIMITED: 100% of the monthly rent.
 - B) For the second three years' period of Lease from July 16, 2022 to July 15, 2025, Lease rent payable is Rs. 1,89,750.00/- (Rupees One Lakh Eighty Nine Thousand Seven Hundred and Fifty Only) per month in the proportion as mentioned below:

M/S. TANISHKA BUILDING PRIVATE LIMITED: 100% of the monthly rent.

C) For the last three years' period of Lease from July 16, 2025 to July 15, 2028, Lease rent payable is Rs. 2,18,213.00/- (Rupees Two Lakhs Eighteen Thousand Two Hundred and Thirteen Only) per month in the proportion as mentioned below:

M/S. TANISHKA BUILDING PRIVATE LIMITED: 100% of the monthly rent.

Tanishka Builders Pvt. Ltd.

For ICICI BANK LTD.

Amlau Chaptabothy

Authorised Signatory

The monthly rentals will be increased by 15% every 3 (Three) years.

Note: The payment of fee/rent shall be exclusive of Goods & Service Tax (GST) at current applicable rates. Any revision in GST shall be paid in line to appropriate govt. circulars. For the payment of GST by Lessee, Lessor shall adhere to the followings;

Lessor shall raise an Invoice along with GST registration number of all the parties including Lessee. The Invoice shall have the address of leased premises. Lessee shall be entitled to withhold payment against all subsequent invoices submitted by the Lessor, if any demand of tax, rejection of input tax credit, interest, penalty, fine is imposed on Lessee on account of non-payment to the Government, of taxes charged to Lessee / collected from Lessee by the Lessor and/or non-submission/inadequate/incorrect submission of information prescribed by the tax department on the part of the Lessor, the said demand including tax, interest and penalties shall be recoverable from the Lessor. Provided the said tax liability shall be recovered by Lessee from the Lessor either from his outstanding invoices if available or by raising a debit note, in case the Lessor fails and/or neglects to make full payment of said tax amounts including interest or penalty to the tax authorities and submits the tax paid challans as proof of discharge of the tax liability to Lessee, within thirty (30) days upon receipt of notice in writing from Lessee.

- The Lessee shall in addition to the monthly lease rent be liable to pay the electricity charges and the water charges for the electricity and water consumed in the Demised Premises as per separate meters installed for the purpose, All other payments in respect of the Demised Premises both present and future such as municipal taxes, cess, charges and any other outgoings including deposits as may be required by any local authority or utility providers, society or owners' association outgoings including no-occupancy charges for the Demised Premises shall be borne and payable by the Lessor. All payments other than reimbursement payments by the Lessee shall be subject to deduction of tax at source as applicable and the amounts shall be credited to the bank account of the Lessor maintained with the Lessee.
- Provided however the Lessee shall not be liable to pay lease rent for the period during which the Lessor shall carry out necessary modifications to the Demised

Tanishka Rufldors Pvt. Ltd.	FOR ICICI BANK LTD.
Perijapur Butui	Amlan Chakraboret
Director	Amuent Carting Signatory

19/08/2019 Query No:-19030001128269 / 2019 Deed No :I - 190303994 / 2019, Document is digitally signed.

Premises to make the Demised Premises ready for use and occupation by the Lessee as per the requirements of the Lessee. Provided further upon completion of the necessary modification to the premises as per the requirements of the Lessee, the Lessor shall grant to the Lessee a rent free period of 60 days to enable the Lessee to make the Demised Premises ready for operations. Notwithstanding the above, the payment of lease rent shall commence only after the Lessor has at the Lessor's cost made arrangements for a power load of 15 kVA and Security Deposit for such requisite power load of 15 kVA shall be borne by the Lessee.

iv) The lease period of 9 (Nine) years shall commence from the date of such first rent due and payable by the lessee to the lessors and the increase in rentals as per 2(i) will be effective from the date of commencement of first rent

3. SECURITY DEPOSIT:

i) Upon execution of this Deed the Lessee shall deposit an amount of Rs. 4,95,000.00/- (Rupees Four Lakhs Ninety Five Thousand Only) (equivalent to 3 (Three) months lease initial rent) hereinafter referred to as the 'Security Deposit' with the Lessor towards security for the handover of vacant possession of the Demised Premises to the Lessor upon termination or expiry of the lease in the proportion as under:

M/S. TANISHKA BUILDING PRIVATE LIMITED: 100% of the security deposit

- ii) On expiry of the lease or earlier termination thereof for any reason whatsoever the Security Deposit shall be refunded by the Lessor to the Lessee simultaneous with the handing over of vacant possession of the Demised Premises by the Lessee to the Lessor or any of their duly authorised representatives.
- The Lessor agrees that upon failure on the part of the Lessor to refund the Security Deposit in the manner as mentioned above, the Lessor shall pay interest @15% per annum on the amount of Security Deposit to be refunded to the Lessee from the due date of payment till refund of the Security Deposit.

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For ICICI BANK LTD.

Amlan Chatralenty

Authorised Signatory

4. LESSOR'S RIGHTS & OBLIGATIONS:

4.1 LESSOR'S RIGHTS

 To receive the monthly lease rent plus GST if any from the Lessee as applicable on the due dates for each month in addition to the Security Deposit payable on

execution of this Lease Deed.

ii) To retain the Security Deposit till the simultaneous handing over of vacant

possession of the Demised Premises on expiry of the lease or earlier termination

thereof by the Lessee.

iii) To enter upon the Damised Premises during the term of the lease for inspecting /

repairing the state and condition thereof at all reasonable hours with 48 hours

prior written notice to the Lessee.

v) The Lessor shall be entitled at any time during the lease period, to sell and / or

transfer the Lessor's rights in the Demised Premises to any person or persons

only after obtaining prior consent of the Lessee which shall not be unreasonably

withheld and in such event the Lessor shall ensure that the prospective new

owner of the Demised Premises confirms the lease on the same terms and

conditions and shall also ensure that the entire Security Deposit deposited by the

Lessee with the Lessor under this Lease Deed is handed over by the Lessor to the

prospective new owner at the time of sale of the premises, and the said new owner will also acknowledge to the Lessee the receipt of the entire Security

Deposit from the Lessor and the new owners liability to refund the same to the

Lessee simultaneous with the handing over of vacant possession of the Demised

Premises.

Tanishka Builders Pvt. Ltd.

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For ICICI BANK LTD.

Authorized Signature

4.2 LESSOR'S OBLIGATIONS:

The Lessor agrees, undertakes, covenants and declares:

- The Lessor has the necessary authority to execute this Lease Deed and further warrants and represents to the Lessee that the Lessor has a clear, free and marketable title to the Demised Premises free from encumbrances and the said Demised Premises is in the physical and juridical possession of the Lessor. No notice has been received by the Lessor pertaining to acquisition or requisition of or in any matter pertaining to the Demised Premises or any part thereof and there are no proceedings instituted by or against the Lessor or against any of the Lessor's predecessors in title in respect of the Demised Premises and pending in any Court of Law.
- The Lessor has paid all the outgoings and other charges including maintenance charges, non-occupancy charges etc., municipal rates, cesses, taxes, assessments, dues, duties and all charges whatsoever payable in respect of the Demised Premises to all concerned Government, Semi-Government, local and public bodies and authorities up to the date of execution of these presents and shall hereafter throughout the continuance of these presents and any renewal/s thereof continue to pay all such rents, rates, assessments, dues, duties, cesses, taxes, charges, other outgoings and any further increase/s thereof without demur to the respective authorities in respect of the Demised Premises.
- The Demised Premises has been constructed as per plans duly approved by the Municipal Authorities and/or such other Authorities required under law from time to time without making any alteration and/or deviation there from and all necessary approvals, licenses, sanctions, permissions and No Objection Certificates required to be obtained from all concerned Government bodies/ authorities necessary for the commercial usage of the Demised Premises to operate the Lessee's business have been obtained and are valid and subsisting and have not expired. The Lessor agrees to apply for any further permissions and/or approvals that are required to be obtained for the purpose of carrying on the Lessee's business on the Demised Premises at the cost of the Lessee and will assist the Lessee if the Lessee so desires, in getting the approvals/permissions.

Parishka Ruilders PM. Ltd.

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Director

For ICICI BANK LTD.

Amlau Chaktalonty

Authorised Signatory

- iv) The Lessor gives to the Lessee the exclusive right to enter upon and be in possession of the Demised Premises and unrestricted right to the Lessee (including its employees, customers, visitors, service providers, contractors, partners, employees of affiliates, dealers and all others connected with the Lessee from time to time) to use and access the Demised Premises 24 hours a day and every day of the year during the term of the lease without any hindrance or obstacles on the part of the Lessor or any of the Lessor's representatives.
- The Lessor has not and shall not hereafter, incur any debt or liability or enter into any arrangement or contract in respect of the Demised Premises or commit to do or omitted to do any act, matter, deed or thing and shall not do or omit to do any act, matter deed or thing whereby or by reason whereof the Lessor's right, title, interest and benefit in respect of the Demised Premises is prejudiced or adversely affected or extinguished in any manner whatsoever and that the lease granted in respect of the Demised Premises granted hereunder shall become void or voidable or be affected in any manner adverse to the interests of the Lessee or cancelled or revoked or determined.
- vi) The Lessor shall carryout all the major repairs to the Demised Premises such as rectifying the leakage, roof & water proofing, etc. within a reasonable period of being notified by the Lessee and shall bear all the expenses towards any damages caused to civil, electrical, computer system, cabling, office automation, air condition, ATM, etc. on account of the said leakage in the Demised Premises during the lease term.
- vii) The Lessor permits the Lessee to sublet, permit the use and/or otherwise transfer their rights hereunder or any portion or portions of the Demised Premises along with the rights granted unto the Lessee hereunder to their Holding/Group Company/Subsidiary/s (hereinafter referred to as the ("Affiliates"). Use of the Demised Premises by any of the Affiliates will not be termed as change of user. However, on termination or early determination of this Lease Deed, as the case may be, the Affiliates shall, along with the Lessee also be liable to vacate the Demised Premises and shall hand over vacant and peaceful possession of the said Demised Premises to the Lessor without any demur.

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For ICICI BANK LTD.

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Authorised Signatory

- The Lessor hereby authorizes the Lessee to do all such acts, things, deeds and matters which will be required to be done for the purpose of carrying on the Lessee's legitimate business and if required shall execute a separate Power of Attorney necessary for this purpose, in favour of the Lessee and/or its authorized representatives.
- ix) The Lessor may at the Lessor's cost insure the Demised Premises adequately.
- x) The lessor agrees that in the event when lessee comes to know that there is an encumbrance on the schedule property to any other party/entity, then the lessee thereafter will make the payment of rent to the entity/person having the charge provided that the court has ordered to do the same.

5. LESSEE'S RIGHTS AND OBLIGATIONS:

5.1 LESSEE'S RIGHTS:

- i) The Lessee on paying the monthly lease rent on the due dates in the manner herein provided and on observing and performing the covenants, conditions and stipulations herein contained, shall be permitted unimpeded use and occupation of the Demised Premises for the purpose of its own business and also for the business of its Affiliates only and for no other purposes during the term of the lease, without any let, obstruction, eviction, interruption and/or disturbance, claim and demand whatsoever by the Lessor or any person or persons lawfully or equitably claiming by, from, under or in trust for it.
- The Lessee shall be entitled to carry out such civil and plumbing work including interior decoration work like civil, electrical, computer system cabling, office automation, air conditioning and to procure required permission and licenses for the same wherever it is required at its own cost. The Lessee also reserves the right to carry out installation, inspection, repairs and maintenance work on all its equipment, including the ATMs, , the air conditioning units and the communication equipment as and when required, and the Lessor shall permit access to the Lessee/its employees/agents/workmen/contractors to the sites housing any of the said equipment to carry out the aforesaid activities whenever

Tanishka Builders Pvt. Ltd.
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Director

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the Lessee chooses to carry out the same. The Lessor shall extend full support and cooperation to the Lessee in getting all necessary approvals and permissions for carrying out the above mentioned activities. PROVIDED HOWEVER that the Lessee shall not carry out any structural changes or changes in the external elevation of the said building without the prior written permission of the Lessor;

- iii) The Lessee shall be entitled to sub lease and/or assign/transfer the lease to any of its Affiliates at its discretion after notifying the Lessor.
- The Lessee may at its discretion, make the payment of the statutory dues and/or penalties of municipal taxes, if any, payable by the Lessor during the tenure of the lease in respect of the Demised Premises, if the same is remaining unpaid for more than 15 days from the date of receipt of the demand notice/s from the statutory/Government authorities or within the time specified therein, whichever is less, and inform the Lessor in writing about such payments made by them. The Lessor shall reimburse all such payments to the Lessee immediately on receipt of the information about the payment of any amount by the Lessee on behalf of the Lessor. In the event, the Lessor fails to reimburse the same within 7 days from the date of intimation to the Lessor, the Lessee reserves the right to recover the amount paid by adjusting the same against the monthly rent to be paid by the Lessee to the Lessor.
 - Upon termination or expiry of the lease, the Lessee shall be absolutely entitled to dismantle, remove and take away all the items of work, things, articles, equipments, installations put up by the Lessee pursuant to the renovation work done by the Lessee on the Demised Premises and hand over to the Lessor the Demised Premises in good order as far as possible, subject to normal wear and tear upon simultaneous refund of the Security Deposit as mentioned hereinabove. Provided however in the event the Lessor does not refund the Security Deposit (the Lessee being ready and willing to handover the vacant possession of the Demised Premises), the Lessee shall be entitled to retain the possession of the Demised Premises along with all facilities and amenities provided by the Lessor to the Lessee without any liability to pay rent till the Security Deposit along with accrued interest is paid/ refunded to the Lessee.

Tanishka Ruildare Pvr Lid Zija fur Blutur Director For ICICI BANK LTD.

Amlan Chakralent

6.2 LESSEE'S OBLIGATIONS:

The Lessee agrees, undertakes covenants and declares:

- The Lessee shall upon execution of the Lease Deed pay the Security Deposit to the Lessor and during the lease term regularly pay to the Lessor the monthly rent due and payable at the time and in the manner aforesaid; to pay water and electricity charges for units of the same actually consumed by the Lessee in the Demised Premises as recorded in the meters installed by the Lessor for that purpose. Any additional deposit payable to Electricity authority for the increased usage shall be paid by the Lessor.
- ii) The Lessee will ensure that all the requisite rules, regulations and laws applicable to the Demised Premises are duly conformed to and/or complied with at all times.
- The Lessee shall ensure that upon expiry of the lease or on the sooner termination thereof, the vacant possession of the Demised Premises shall be handed over to the Lessor against simultaneous refund of the Security Deposit by the Lessor to the Lessee.
- iv) The Lessee shall permit the Lessor or any authorised person or persons deputed by the Lessor during the term of the lease hereunder at all reasonable hours with prior written notice if the Lessor desires to enter upon the Demised Premises for inspecting/repairing the state and condition thereof;
- The Lessee shall during the period of lease at its own costs, charges and expenses carry out all internal repairs and maintenance to the Demised Premises and keep the Demised Premises in good condition. The Lessee agrees not to do or permit to be done on the Demised Premises anything which may be or become a nuisance to the Lessor or other occupiers of the adjoining premises; All the interior decoration, electrical, computer system, cabling, office automation, air conditioning etc. in the Demised Premises shall be adequately insured by the Lessee at its own cost.

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6. INDEMNITY:

- i) The Lessor will indemnify and keep indemnified the Lessee against all/ any claims, costs, damages, demands, expenses, losses, fines and penalties and/or liabilities and/or legal proceedings, arbitrations, suits of whatsoever nature arising after the commencement of the lease in relation to the Demised Premises on account of:
- a) Any defect in title or actions, claims, suits and proceedings relating to the title of the Lessor to the Demised Premises or non-availability of any permissions/approvals including non-submission of occupancy certificate, completion certificate, commercial usage certificate and sanction plan for the demised premises as mentioned in the schedule of the Lease Deed.
- b) If for whatsoever reasons the Lessee's right to peaceful occupation of the Demised Premises for carrying on legitimate business is obstructed/denied or the Lessee is put to any loss, financial or otherwise,
- Which materially prejudices the Lessee's rights under this Lease Deed and which is not in any manner attributable to any act or omission of the Lessee;
- d) Any liability if arises out of any claim being made by a third party, due to non-submission of Occupancy Certificate, Completion Certificate, Commercial usage certificate, and Sanction plan the entire liability would solely be that of the Lessor and the Lessor shall indemnify and keep indemnified the Lessee ICICI Bank Limited, for any loss suffered on account of any order/direction being passed against the 'Lessor' or even the 'Bank' and its office bearers in any suit/ proceeding with regard to the scheduled mentioned premises Leased out to ICICI Bank Limited for the aforesaid period of 9 years;
- e) The Lessor shall reimburse the Bank against payment of dues to the Municipal Corporation within 7 days failing which such payments made by the Bank towards taxes etc. shall be adjusted from the lease rent and the Lessors shall not raise any objection thereto in any manner whatsoever.
- ii) The Lessee will indemnify and keep indemnified the Lessor against any claim and/or liabilities and/or any suit and/or legal proceeding for an amount not exceeding the aggregate annual lease rent if it arises after the commencement of the lease directly due to the negligence or default in use and occupation of the

Tanishka Builders Pvt. Ltd.	
Knjapa Benta	For ICICI BANK LTD.
Director	Amlan Chakraborty
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Demised Premises by the Lessee.

the Lessor and/or the Lessee, then the Lessor and/or the Lessee, whosoever is primarily liable to such claim or liability, will defend the same at its own cost and expense and bear and pay and discharge the same provided such claim or liability has arisen in the course of the lease term in good faith and in the normal course of business and not due to negligence of either Party. The Lessor agrees not to take up any defense, claim or stand contrary to the defense or stand or claim taken or made or to be taken or made by the Lessee and vice-versa provided further if any such claim or liability has arisen or accrued as a result of willful misconduct or gross negligence of the Lessor or the Lessee as the case may be, then and in that event, the Party made liable to pay such claim will be entitled to recover the same from Party responsible for the act of willful misconduct or gross negligence and the Party responsible for the act hereby agrees to indemnify and keep indemnified the Party suffering a loss as a result of its willful misconduct or gross negligence.

7. RENEWAL OF LEASE:

On expiry of Lease period on July 15, 2028, the Lessee shall hand over peaceful vacant possession of the demised premises to the Lessors subject to refund of the Security Deposit amount lying with the Lessors and discontinue the instant lease. However, after discontinuation of the earlier lease and handover the vacant possession, a new lease may be executed and registered, at the option of the Lessee by giving 3 (three) months' notice in writing in advance to the Lessors, before the expiry of the lease term, on such terms and conditions as may be mutually agreed to by and between the Parties hereto in writing. The new lease deed shall be executed and registered after paying necessary stamp duty and registration fees at that prevailing time after discontinuation of the instant Lease.

8. TERMINATION OF LEASE:

The lease may be terminated at the option of the Lessee by giving a minimum of

Panishka Mulldoce PVI. Lid.

For ICICI BANK LTD.

Amlan Chakralofty

Authorised Signatury

two (2) months' notice in writing in advance to the Lessor. However, the Lessee will not determine the lease for the first Six (6) months from the date of execution of these presents.

ii) If the rent payable in respect of the Demised Premises is in arrears for a period of two (2 consecutive) months or more, the Lessor shall give a notice in writing to the Lessee

for remedying the said breach within a period of thirty (30) days from the date of receipt of such notice. If the breach is not remedied by the Lessee in terms of such notice then upon the expiry of the thirty (30) days from the date of receipt of such notice, the Lessor shall be entitled to terminate the lease of the Demised Premise and the Lessee shall vacate and handover vacant possession of the Demised Premises on the expiry of 30 days from the termination of thelease.

9. FORCE MAJEURE:

In case the Demised Premises or any part thereof is destroyed or damaged by force majeure event, such as fire, riot and civil commotion, enemy action and such like, not within the control of the parties hereto, so as to be wholly or partially unfit for the use of the Lessee then the rent hereby reserved or proportionate part thereof, according to the damage sustained shall cease to be payable from the time of such destruction or damage until the said portion of the Demised Premises shall be restored by the Lessor to the same position it was in before the happening of the force majeure event. The Lessor shall after such restoration, be bound to put the Lessee, if opted for by the Lessee, in possession of the Demised Premises and the period of the Lease shall be extended by such time as the said Demised Premises were not available for use by the Lessee due to the damage as above. However, if the damages is caused to the Demised Premises or the Demised Premises is destroyed due to negligence on the part of the Lessee or its Affiliates or their employees, visitors/ agents / workmen the cost of such restoration shall be payable by the Lessee and the Lessee shall also be liable to continue to pay the rent of the Demised Premises during the period the restoration is carried out by the Lessor to the Demised Premises.

Tanishka Rullders Pvt. Lid.

Amlan Chaknabonty

10. NOTICES /LETTER/ COMMUNICATION:

Any notice/letter required to be served by one Party to another in pursuance of this Lease Deed shall be served upon the other, in writing, at the respective address as mentioned herein below:

i) In case of the Lessor:

M/s.Tanishka Builders Pvt. Ltd. 640, Block-O, New Alipore, Kolkata – 700053

ii) In case of Lessee:
ICICI BANK LIMITED
ICICIBANK TOWERS
SOUTH TOWER, BANDRA KURLA COMPLEX
MUMBAI-400051
Attn: IMSG Dept.

11. STAMP DUTY AND REGISTRATION CHARGES:

This Lease Deed shall be executed in duplicate, the Lessor & Lessee shall bear and pay the stamp duty and registration charges in the ratio of 50:50. Each Party shall bear and pay the professional fees of their respective legal advisors and architects. The Lessee shall keep the original copy of the Lease Deed and the Lessor shall keep the certified copy of the Lease Deed.

12. ENTIRE AGREEMENT:

The Parties hereto confirm and declare that this Lease Deed constitutes the entire agreement between them, and supersedes all earlier understandings and writings arrived at by and between them, whether oral or written, concerning the subject matter hereof, and no additions, alterations or modifications hereto shall be valid or binding, unless the same are reduced to writing and are signed by the Parties hereto.

Taniehka Rulldare Pvt. Lid.

Amlan Chakrabordy

13. GOVERNING LAW AND JURISDICTION:

The provisions of the Lease Deed shall be governed by the laws of India. It is agreed by and between the Parties hereto that the competent Courts at KOLKATA alone shall have jurisdiction to entertain any proceedings or dispute arising out of this Lease Deed.

Tanishka Billibers: 12 Luc.
Tanjagen Bluber
Director

For ICICI BANK LTD.

Amlan Chakbraberty

Authorised Sidnatory

SCHEDULE

Description of Demised Premises:

ALL THAT the Demised Premises in the building admeasuring 924 sq.ft. on the Ground Floor of the building situated at Premises No 5C Chetla Central Road, PO-Chetla, PS- Alipore, Kolkata 700027, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 082, ADSR Alipore, Assesse No. 110820200070 together with no earmarked car parking spaces for the vehicles of the Lessee and its nominees.

Owner: M/S. TANISHKA BUILDING PRIVATE LIMITED in the ratio of 100%.

FACILITIES PROVIDED BY LESSOR TO LESSEE AT THE DEMISED PREMISES:

- a. The right to put up a Satellite Dish Antenna of approximately two-meter diameter (approx. 3.5sqmt area), and communication pole occupying 1 sq mt area on the terrace of the said building for the exclusive use of the Lessee and the right of access to the said terrace for the purpose of putting up the said Antenna and for the purpose of maintenance and repair etc. thereof;
- b. The right to install Automated Teller Machine (ATM) within the premises and the right to access the same by the Lessee its employees, clients, customers etc. for the use of the Lessee and/or its nominees and/or its assigns and their customers and clients at any time of the night or day;
- c. The right to install an outdoor condenser unit of Air-conditioner to be operated 24 hours a day without any extra cost/ charges for the same for exclusive use of Lessee and /or its nominees and/or assigns;
- d. The right to put up a fascia (Size Ft X Ft)on the face of the building (with a projection to make it visible from the street) and a traffic stopper outside the as shown by the Land Lord.
- e. The right to lay cables, install telecom equipment's free of cost for use in the Demised Premises. The Lessor shall, at their own cost obtain all necessary permissions. NOC's as required by the Lessee to lay, install the telecom equipment's etc.
- To make arrangements for 24-hour water and 15kVA electricity supply to Demised premises throughout the lease period and all cost and expenses

Tanishka Town Benton For ICICI BANK LTD.

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19/08/2019 Query No:-19030001128269 / 2019 Deed No :I - 190303994 / 2019, Document is digitally signed.

towards cabling, transformers, service cost etc., for the same shall be borne by the Lessor. However, Security Deposit for 15 kVA to be borne by Lessee.

- g. Actual consumption of which electricity and water will be recorded in the separate water and electricity meters installed by the Lessor for the Demised Premises. The Lessor also undertakes to extend full co-operation and assistance including assistance in acquiring a NOC from the Society/ Builders, to the Lessee as and when any extra load of power supply is required by it for carrying out its operations.
- To ensure the entire sanitation system, plumbing, common electrical fittings, water and electricity meters etc., as applicable to the Demised Premises are kept and maintained in good and substantial repair, order and condition;
- That the entrance, doorways and passage etc., leading to the Demised Premises are kept sufficiently clean, lighted, safe and in substantial repair and good order and condition

IN WITNESS WHEREOF the Lessor hereto has set his/her/its hands to these presents and the Lessee have caused the same to be executed in a manner appearing hereinafter, the day, month and year first hereinabove written.

SIGNED AND DELIVERED	1
by the within-named LESSOR	¹ Tanishka Builders Pvt. Ltd.
by the hand of its authorized signatory	Rijapu Bluti
"RAJ KAPOOR BHARTTA	Director
in the presence of	1

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2. Harapressad Sinkaroy, 12			/	

SIGNED AND DELIVERED)
by the within-named LESSEE	1
ICICI BANK LIMITED	1
by the hand of SHRI Amian Chakraborty	Amlan Chakrabothy
Authorised Official in the presence of:	Authorised Signatory
)

1. DOWNER PORTO Singl

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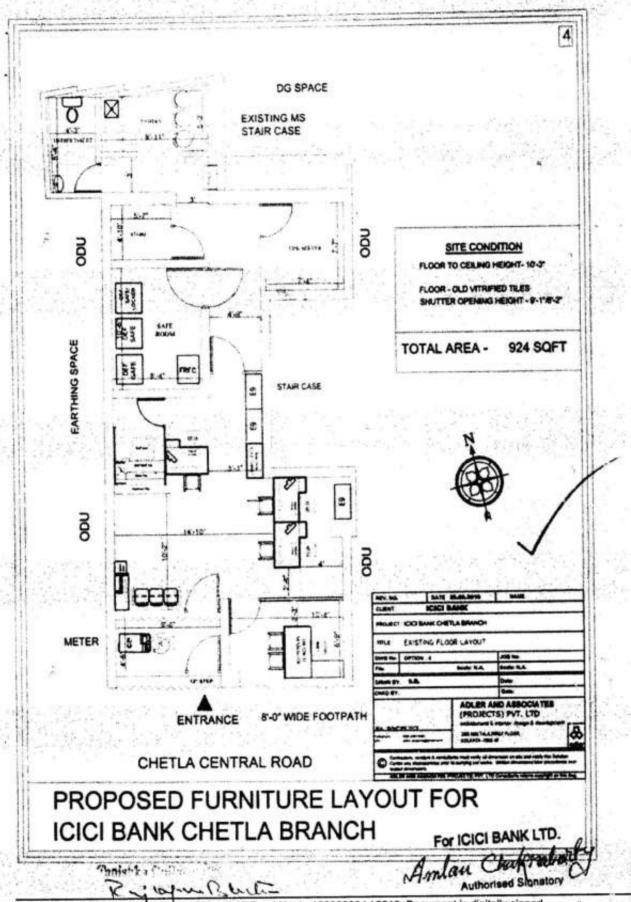
Drafted by me Haraprosad Sinharof Advocate High count, calcutte Reg. No. WB-966/95

RECEIPT

We SAY RECEIVED	05/08/2019
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Tanishka Ani	Director
	1
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Place: Kolkate

Date: 05/08/19



19/08/2019 Query No:-19030001128269 / 2019 Deed No :I - 190303994 / 2019, Document is digitally signed.



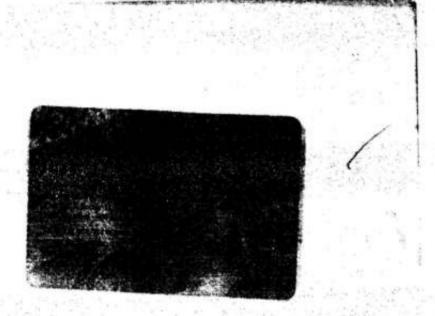
Tanishka Builders Pvr. Ltd.

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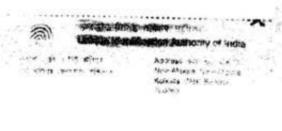
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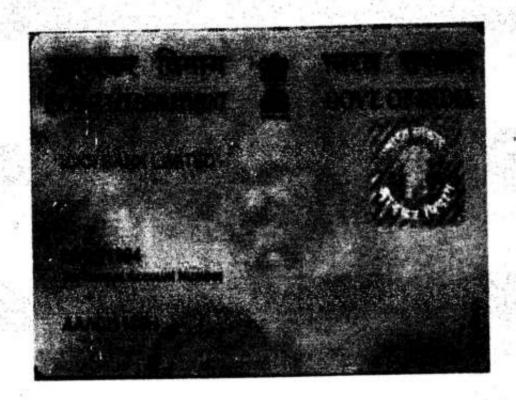




্র্যার - সাধারণ নানুষের **অধিকার**

Rijeapur Bluka







For ICICI BANK LTD.

Amlan Chakraberty

Authorised Signatory





ভারত সরকার

Unique Identification Authority of India

रानिकापुरित चारे कि / Enrollment No.: 1111/26765/02878

AMLAN CHAKRABORTY

JAFFARPUR ROAD

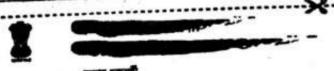
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আপনার আধার সংখ্যা / Your Aadhaar No. :

2551 3874 2166

আধার – সাধারণ মানুষের অধিকার



AMLAN CHAKRABORTY er : Amai Chandra Chakraborty

2551 3874 2166



ত্রাধার — সাধারণ মানবের আইকার Scapped Ays নেস্টের্নার কর্মার বিষয়ে 128269 / 2019 Deed No :I - 190303994 / 2019, Document is digitally signed.





HONOR SET NUMBER CALCULT'S 100 00-TOENTITY CARD



HARAPRASAD SINHARAY

LATE

DR. KAMAL KRISHNA SIMBHRDY

A-2998

25/1A, ANATH NATH DEB

LANE, CALCUTTA-700 037

F/497/95

29. 05. 95

SPECIMEN FORM FOR TEN FINGERPRINTS

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		15 34			236, 223	
		Thumb	Fore	Middle	Ring	Little
			(Rig	(bt Hand)		

Major Information of the Deed

Deed No :	1-1903-03994/2019	Date of Registration	05/08/2019	
Query No / Year 1903-0001128269/2019		Office where deed is registered		
Query Date 14/07/2019 7:57:25 PM		A.R.A III KOLKATA, District: Kolkata		
Applicant Name, Address & Other Details	Haraprosad Sinha Roy High Court, Calcutta, Thana: Hare Street, District: Kolkata, WEST BENGAL, PIN 700001, Mobile No.: 9830027083, Status: Advocate			
Transaction		Additional Transaction	200 200 C	
[0403] Lease, Lease		[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4310] Other than Immovable Property, Security Bond [Rs : 4,95,000/-], [4311] Other than immovable Property, Receipt [Rs : 4,95,000/-]		
Set Forth value	nak na a kati kata a kati k	Market Value		
Oct to da value		Rs. 11,30,53,500/-		
Stampduty Paid(SD)		Registration Fee Paid		
Pe 3 24 597/- (Article:35)		Rs. 32,099/- (Article:A(1), E, E, B, M(a), M(b),		
Remarks Lease Period 9 Years s Average annual Rent Rs 27,04,385/- Received I only) from the applicant for issuing the assement slip.(Urban area)		Received Rs. 50/- (FIFTY area)		

Apartment Details:

District: South 24-Parganas, P.S:- Alipore, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Chefla Central Road, Premises No: 5C, Ward No: 082, Pin Code: 700027

Sc h No.	Plot No Details	Khatian Details	Floor Area (In Sq.Ft.)	Set Forth Value (In Rs.)	Market value (In Rs.)	Other Details
A2	1		Covered : 924, Super Built-up Area: 11655	0/-,	*	,Apartment Type: Flat/Apartment Commercial Use , Floor Type: Tiles, Age of Flat: 0 Year ,Property is on Road, New Flat ,

Lessor Details:

	sor Details:
S! No	Name,Address,Photo,Finger print and Signature
1	TANISHKA BUILDERS PRIVATE LIMITED 5/C, Chetla Central Road, Kolkata, P.O:- Chetla, P.S:- Chetla, District:-South 24-Parganas, West Bengal, India PIN - 700053, PAN No.:: AACCT6107C, Status: Organization, Executed by: Representative, Executed by: Representative

Lessee Details :

SI No	Name,Address,Photo,Finger print and Signature
1	ICICI BANK LIMITED ICICI Bank Towers, Bandra Kurla Complex, P.O Bandra, P.S BANDRA, District:-Mumbai, Maharashtra, India, PIN - 400051, PAN No.:: AAACI1195H, Status:Organization, Executed by: Representative

Representative Details

Name,Address,Photo,Finger print and Signature				
1	Name	Photo	Finger Print	Signature
1	Mr Raj Kapoor Bhartia Son of Late Bhanwar Lal Bhartia Date of Execution - 05/08/2019, , Admitted by: Self, Date of Admission: 05/08/2019, Place of Admission of Execution: Office			72-page-Bentin
1	The state of the s	Aug 5 2019 4:28PM	LTI 05/08/2019	05/08/2019
ı	West Bengal, India, PIN - 7000 PAN No.:: AEHPB2082G State	053, Sex: Male, È us : Representati	By Caste: Hindu,	Alipore, District:-South 24-Parganas, Occupation: Business, Citizen of: India ve of : TANISHKA BUILDERS PRIVAT
	West Bengal, India, PIN - 7000	053, Sex: Male, È us : Representati	By Caste: Hindu,	Occupation: Business, Citizen of: India
2	West Bengal, India, PIN - 7000 PAN No.:: AEHPB2082G State LIMITED (as Authorized Signa	053, Sex: Male, E us : Representati itory)	By Caste: Hindu, ve, Representati	Occupation: Business, Citizen of: India

Identifier Details :

Name	Photo	Finger Print	- Signature
Mr Haraprosad Sinha Roy Son of Late Dr K K Singh Roy , High Court, Calcutta, P.O:- G P O, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001			Hamprahad Statemer
	05/08/2019	05/08/2019	05/08/2019

Endorsement For Deed Number: I - 190303994 / 2019

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 11,30,53,500/-.

Probir Kumar Golder ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - III KOLKATA Kolkata, West Bengal

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 35 of Indian Stamp Act 1899.

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

Presented for registration at 16:14 hrs on 05-08-2019, at the Office of the A.R.A. - III KOLKATA by Mr. AMLAN CHAKRABORTY ..

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

Execution is admitted on 05-08-2019 by Mr Raj Kapoor Bhartia, Authorized Signatory, TANISHKA BUILDERS PRIVATE LIMITED, 5/C, Chetla Central Road, Kolkata, P.O:- Chetla, P.S:- Chetla, District:-South 24-Parganas, West Bengal, India, PIN - 700053

Indetified by Mr Haraprosad Sinha Roy, , , Son of Late Dr K K Singh Roy, , High Court, Calcutta, P.O: G P O, Thana: Hare Street, , City/Town; KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession

Execution is admitted on 05-08-2019 by Mr AMLAN CHAKRABORTY, Authorized Signatory, ICICI BANK LIMITED, ICICI Bank Towers, Bandra Kurla Complex, P.O. Bandra, P.S. BANDRA, District:-Mumbai, Maharashtra, India, PIN

Indetilied by Mr Haraprosad Sinha Roy, , , Son of Late Dr K K Singh Roy, , High Court, Calcutta, P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Certified that required Registration Fees payable for this document is Rs 32,099/- (A(1) = Rs 27,044/- ,B = Rs 4,950/-E = Rs 21/-, I = Rs 55/-, M(a) = Rs 25/-, M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/08/2019 5:47AM with Govt. Ref. No: 192019200054295571 on 05-08-2019, Amount Rs: 32,099/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 1768944232 on 05-08-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 3,24,597/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 3,24,497/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 153012, Amount: Rs.100/-, Date of Purchase: 05/03/2019, Vendor name:

Suranjan Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/08/2019 5:47AM with Govt. Ref. No: 192019200054295571 on 05-08-2019, Amount Rs: 3,24,497/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 1768944232 on 05-08-2019, Head of Account 0030-02-103-003-02

Probir Kumar Golder ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - III KOLKATA Kolkata, West Bengal

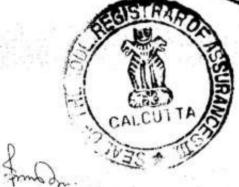
Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2019, Page from 167829 to 167866 being No 190303994 for the year 2019.



Certified to be a true Copy



Digitally signed by PROBIR KUMAR GOLDER

Date: 2019.08.19 19:27:20 +05:30 Reason: Digital Signing of Deed.

(Probir Kumar Golder) 8/19/2019 7:27:05 PM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - III KOLKATA West Bengal.

CHECKED BY

(This document is digitally signed.)