280204/-बी बरहायुक्त ! ६. ब्रह्मात ५.६ बर्धात प्रशास स्टाम्प करिक का I have at own the man of DEED OF LEASE_CUR The Patna Regional Development Autho-Name of the Lessor rity (P.R.D.A.), having its Office at New Dak Bungalow Road, Police Station Kotwali, District Patna, is a body corporate constituted under the Bihar Regional Development Authority Second Ordinance, 1975 (Bihar Act No. 40 of 1982) hereinafter called the 'Lessor' which term shall, unless repugnant to the

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context, include its successors, assigns and legal representatives through Shri Abhas Kumar Chatterjee, I.A.S., Vice Chairman of the Lessor.

Vice-Chairman, Vice-Chairman, Authority

Name and address of the Lessee Industrial Finance Corporation of
India, having its Head Office at Bank
of Baroda Building, 16, Sansad Marg,
New Delhi and represented by Industrial



नान्दी भारतीय अधिमित्रह बिस्त नियम् For Industriel Finance Corporation of India

Finance Corporation of India, Patna Branch Office, hereinafter referred to as "Lessee" which expression unless repugnant to the subject and context or meaning thereof, shall be deemed to include its successors and assigns. through its Assistant Gieneral Manager Chri M.V. Kulkamin Son of Pate Shni. V. K. Kulkamin Son of Pate Shni. V. K. Kulkamin

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3. Kind of Deed

Deed of Lease-cum-Agreement for 66 (Sixty-six) years with effect from 5th day of June, 1984.

4. Consideration money

Total premium of &.37,97,881.50

(Rupees thirty seven lakhs nin ty seven thousand eight hundred eighty one and paise fifty only) and annual ground rent &.1,677/
(Rupees one thousand six hundred seventy seven only) for the office, as noted below :-

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Amu. General Manag

Description of leasehold All that built up Office flat(s)

All that built up Office flat(s)

All Maurya Lok Complex, 3rd Floor,
bearing No. 45 to 62 in Block No. C
in Maurya Lok Scheme as described
in the plan annexed hereto and
coloured in red situated at New
Dak Bungalow Road, Police Station
Kotwali, District Patna, within

Potne Regional Development Autballife



Corporation Ward No.2 Circle
No.6 and within the Jurisdiction of the Patna Regional
Development Authority, Patna
Sub-Registration and District
Registration Office, Patna and

Petro Ripland Vericapioni Authority

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For Industrial Finance Curporatic of India

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measuring 10,85109 s.ft. as shown in the plan annexed herewith and bounded as follows:-

North : P.R.D.Als Land

South : P.R.D.A.'s Land

East : P.R.D.A.'s Land

West : P.R.D.A. 's Land

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Act Goneral Manusor

WHEREAS Patria Improvement Trust, hereinafter referred to as 'TRUST', the Predecessor-in-interest of the Lessor had acquired 7 acres of land more or less south of New Dak Bungalow Road, Police Station Kotwali.

And WHEREAS the 'TRUST', ceased to exist and the Lessor had been constituted in its place with effect from 24th May, 1975 by virtue of the Bihar Regional

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Development Authority Second Ordinance 1975, hereinafter referred to as the 'CRDINANCE' and under Rule 93 of the said ORDINANCE all assets and liabilities of the 'TRUST' vested in the Lessor, now under P.R.D.A. Act, 1982, hereinafter referred to as the 'Act'.

AND WHEREAS the Lessor developed the land and constructed several multistoreyed buildings under scheme known as 'MAURYA LOK' Scheme.

AND WHEREAS the Lessor had invited sealed offer for built up office flats on terms and



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conditions published before invitation of sealed offer.

AND WHEREAS 'LESSEE' had submitted socied offer accepting the terms and conditions in response to the invitation of sealed offer.

AND WHEREAS the 'Lessor' has selected the 'Lessee' as the suitable offerer for allotment of office flats details of which are fully described in column No.5 of this Deed. The Lessor on faith



of the statements and representation made by the offerer accepted such offer and has agreed to demise the said office flat(s) to the 'Lessee'.

NOW THIS DEED OF LEASE-CUM-AGREE-MENT

WITNESSETH that in consideration of the premium hereinbefore mentioned in column 4 above and hereinafter reserved and the covenants on the part of the 'Lusee', hereinafter contained, the 'Lessor' doth hereby demise unto the Lessee all that of office flat(s) as fully described in column No.5 above for

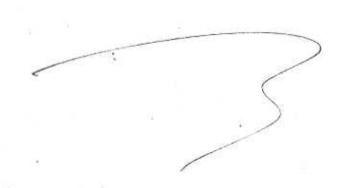


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a fixed period of 66 (sixty six) years only SUBJECT always to the exceptions, reservations, covenants hereinafter contained :-

The Lessor accepts the reserves unto I. itself all under-ground rights and those beyond the leasehold premises as noted in column '5' on which the said leasehold is built and full right and power at all times to do all acts





and things which may be necessary or expedient for the purpose of searching for, working, removing and enjoying the same without providing or leaving a vertical support for the said lease-hold provided always that the lessor shall make reasonable compensation to the lessee for all damages directly occasioned by the exercise of the rights hereby reserved or any of them.

That in consideration of premium of R. 37,97,881.50

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or instantal fine or termination of the sortion of

(Rupees thirty-seven lakh ninety-seven thousand eight hundred eighty-one and paise fifty only) paid in full before the execution of these presents (receipt whereof the Lessor hereby acknowledges) and of the ground rent hereinafter reserved and of the covenants on the part of the Lessee, the Lessor doth hereby demise unto the Lessee,

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the leasehold fully described in column 5 above togetherwith all rights, easements and appartenances to the said leasehold belonging or apperteining to HOLD the said leasehold hereby demised unto the Lessee from the date above mentioned.

III.

The Lessee has received the said leasehold in good and working condition and shall maintain and keep the same (outside and inside) and joint walls in good repairs and in proper sanitary conditions at its own cost.



-16-

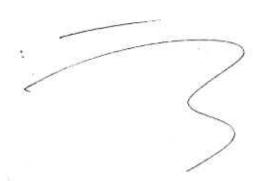
for industrial Finance Corporation of India

IV.

That the Lessee shall pay to the Lessor a fixed consideration by way of premium for the lessenold, a sum of ks. 37,97,881.50 (Rupees thirty-seven lakh ninety-seven thousand eight hunared eighty-one and paise fifty only), which has already been paid and acknowledged herewith.

Provided always that the 'Lessor' in its absolute discretion







-17-

the Lessee.

may consider revalidation of Lease under special circumstances on written representation by the Lessee on terms and conditions as may be imposed by the 'Lessor,' The decision of the Lessor shall be final and binding on

That the Lessee in addition shall pay the annual ground rent at ten paise per sq.ft. per annum or part thereof for the first twenty years and in the

For Industrial Finance Corporation of Ind



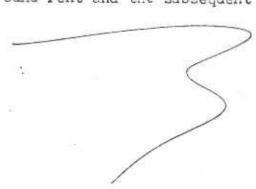
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sq.ft. per annum or part thereof and for the remaining period at twenty paise per sq.ft. per annum or part thereof the leasehold during the remaining period of lease. The first premium of annual ground rent shall be payable for the full financial year in which the possession of the leasehold is given to the lessee.

Such ground rent and the subsequent annual

Price: Price: Patne Regional Development Authority?





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ground rent shall be paid on or before 31st March of each financial year.

VI. All fittings and fixtures in the Leasehold in addition to what has been done by the Lessor are to be done by the Lessee at its cost.

VII. That the Lessee shall from time to time
and at all times pay and discharge all
rates, taxes, charges including electric

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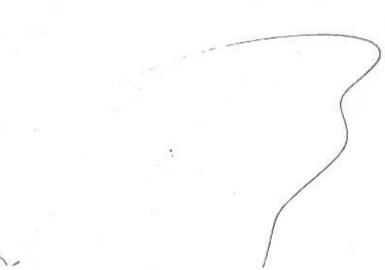
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charges and assessments of every description which are now or may at any time hereafter during continuance of this lease be assessed, charged or imposed upon the leasehold hereby demised to Muncipal Authority or any other department concerned according to rules. It

is specifically covenanted that the



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For Industrial Finance Corpussion of Ind

the lessee during the period of lease must pay all the taxes and dues in proper time \ and keep the leasehold completely free from all dangers and liabilities arising from arrears of rents and taxes. The Lessee shall be liable for all general and special damages for any loss or injury arising from and due to breach on his part in this regard. It shall be lawful for the Lessor but not



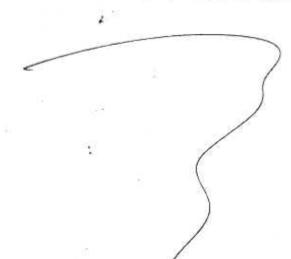
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For Indust isl Finance Corperation of India

obligatory on its part to make payment of the rates and taxes which are not paid. On such payments being made by the Lessor, it would be obligatory on the part of the lessee to repay the same immediately and forthwith with interest @ 10% per annum or at any

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other higher rate as may be decided by the Lessor at its absolute discretion which shall be binding on the Lessee.

VIII.

That the Lessee shall further pay to

the Lessor monthly maintenance charges common services like lift, common toilets for/common corridors, staircase, garden,



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For Industrial Finance Corporation of India शासी मारतीय अधितिक विस निगम

fountain, car parking, repairs, etc. at the rate as may be determined by the Lessor now or from time to time. The maintenance charge so fixed by the Lessor shall be final and binding on the Lessee. The maintenance charge so fixed shall be paid by the Lessee on



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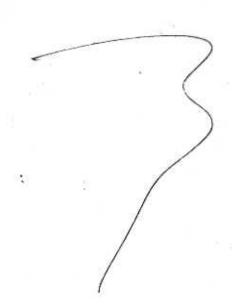
For Industrial Finance Cerparation of India

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or before 7th day of each English Calender month during continuance of the lease failing which lessee shall be liable to pay interest \$ 10% per annum or at any rate the Lessor may decide from time to time on the amount due till the payment is made.

Patna Regional Description Ruthority





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For Industrial Finance Corporation of Ind

IX.

That the Office flat(s) is in perfect/ good conditions and the Lessee is satisfied. He by way of special covenant undertakes to keep the leasehold including all internal drains, water pipes, electric lines and connections, sanitary sewerage system in perfect/good condition as it is and keep them always fit for proper use. The lessee during the period





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For Industrial Finance Corporation of Indi-बास्ते शारनी: अधिविधित रिय निगय

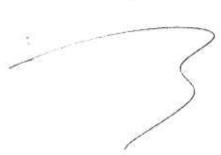
of lease and his continuance in occupation of the same shall maintain the leasehold do all internal white-washing, colouring, painting and carry-out all annual, general and special repairs which is required for maintenance of the leasehold It is further covenanted that at direction and instance of the Lessor and his officers the lessee shall



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carry out all general and special repairs as specified and directed. On failure on the port of the Lessee to comply with the same, it would lawful, however not obligatory on the part of the Lessor to carry-out such repairs and recover the cost of such repairs from the Lessee with interest @ 10% per annum or at rate as may be decided by





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For Industrial Finance Corporation of India

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the Lessor in its absolute discretion which shall be binding on the Lessee.

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That if while in possession with the lessee any part of the building in question is damaged or destroyed due to negligence, fire, earth quake, flood,





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natural calamity or otherwise, it would be for the lesses to repair or construct the damage or destruction of the building at his own cost to bring the same in its original position within the reasonable time, failing which the lessor would be entitled to realise entire cost of the repair or construction of the damaged portion from any other property of the





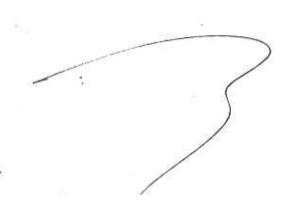
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lessee. The lessee, however, is entitled to cover the risk through insurance, the premium of which will have to be paid by it.

XI.

That in case MI the Lessee defaults payment of any of the dues under any of the clauses of this deed, the Lessor shall have right to cut off amenities, water and electricity





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connection without abatement of rent or premium and without affecting the liability of the lessee under this deed or otherwise in any manner whatsoever and the Lessee shall be entitled to restoration of the amenities on payment of all the dues and on payment of disconnection and reconnection charges in full. The right reserved by the Lessor under this clause is in addition to and without





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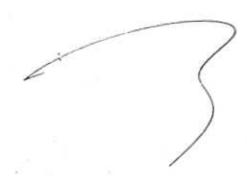
For Industrial Finance Corporation of India

prejudice to other rights and remedies that it may have under this deed or under the law for the recovery of the dues.

XII.

That the Lessee shall not make any alteration or addition to the existing structure in any manner nor alter the size of the Office flat(s) whether by subdivision, amalgamation

The sale





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or otherwise without prior permission in writing from the lessor who may grant or refuse such permission. The decision of the Lessor shall be absolute and binding on the Lessee.

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The Lessee shall not without the written consent of Lessor carry on or permit to be carried on, on the leasehold premises, any trade or business or manufacture which is in opinion of the lessor may be noisy, noxious or offensive or for purpose other



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than the specified or which in the opinion of the Lessor may be a nuisance, annoyance or disturbance to the Lessor or to the person living on the neighbourhood.

XIV.

Patna Regional Deschopment Authoritig

The Lessee shall not transfer, assign or otherwise part with the possession of the whole or any part of the Leasehold except with the previous consent of the Lessor in writing. Provided further that in case the Lessee is desirous to transfer, the lessor shall have the pre-emptive right to parchase the leasehold after deducting 50 per cent of the unearned increases (1.e. the difference between the premium paid and market value)



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of the leasehold.

Provided further that, in case, the lessor does not exercise the above mentioned pre-emptive right to purchase it may, on receipt of 1/2 of the above mentioned unearned increase in the value of the leasehold from the lessee, permit it in its absolute discretion. At the end of ten years of satisfactory observance and compliance by the lessee of the terms and conditions of this deed or earlier if the lessor thinks fit, the right to





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transfer, assign or otherwise part with the possession of the whole or in part of the leasehold on such terms and conditions as the lessor may determine.

Provided further that in this event of the leasehold being transferred in any manner, whatsoever, the transferor and the transferee shall within 3 months of the transfer, give notice of such transfer to the lessor. The transferee shall further supply the lessor certified copies of the documents evidencing the transfer within three months of execution

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of the transfer deed.

Provided further that in the event of transfer being made without obtaining previous permission of the Lessor in writing such transfer shall not be recognised by the Lessor and it shall be open to the Lessor to terminate the Lease.

Notwithstanding anything in sub-clause as above, the Lessee may, with the previous consent in writing of the Lessor, mortgage or charge the leasehold to such person as may be approved by the Lessor in its absolute discretion.

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Provided that in the event of sale or foreclosure of the mortgaged or charged lease-hold, the Lessor shall be entitled to claim and recover the fifty percent of the unearned increase in the value of the lease-hold as aforesaid, and the amount of the Lessor's share of the said unearned increase shall be first charge, having priority over the said mortgage or charge.

Provided further that the lessor shall have pre-emptive right to purchase the mortgaged or charged lease-hold after deducting fifty percent of the unearned

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increase aforesaid in every case of transfer.

In every case for permission, the lessee will have to indicate the price offered or agreed upon.

The decision of the lessor in respect of market value of the said leasehold shall be final and binding on all parties concerned.

Petra Regional Development Authority

That the Lessor's right to the recovery of 50 percent of the unearned increase and the preemptive right of purchase of the leasehold as





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mentioned hereinbefore shall apply equally to an involuntary sale or transfer whether it to be or by through an executing or insolvancy court.

XVI.

Palas Regional Development Authoriting

That notwithstanding the restriction, limitation and conditions as mentioned in clause 9 above, the Lessee may sublet the whole or any part of the leasehold on tenancy basis from month to month or for a term not exceeding five years with the prior written permission of the Lessor. Permission may be declined by the Authority without assigning any reason.

Provided that in case of sub-letting the



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the sub-lessee shall be bound to use the leasehold in a manner in consonance with all terms of the lease.

AVII. That whenever the title of the Lessee in the lessehold is transferred in any manner whatsoever the transferee shall be bound by all the covenants and conditions contained herein and be answerable in all respects therefore.

XVIII. That in person o shall, w notice o

That in the event of the death of the lessee the person on whom the title of the deceased devolves shall, within three months of devolution, give notice of such devolution to the lessor.

Provided further that the person/
persons on whom the title devolves, shall supply

Patna Regional Development Author

Rett. Gebatal Manager

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the lessor, certified copies of the documents evidencing the devolution within three months.

XIX. That the Lessee shall not cause or permit to be caused any damage to the leasehold including joint walls.

XX. That the lessee shall not keep any animals or conveyance in the leasehold nor shall permit any person suffering from any contagious, loathsome or infectious disease to reside in the leasehold.

That the lessee shall not allow the leasehold to be used as a place of public worship or burial or cremation ground private or public or allow any shrine, masjid, church or temple to be erected over any part of the leasehold and shall not allow it to be used

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for any undesirable, obscure or illegal work or display.

XXII_

That the over all control and superintendence of the said lease hold shall remain vested in the Lessor. The Lessor through its officers, agents or employees or anybody duly authorised shall have the right to enter and inspect the premises under lease at all reasonable times after sunrise and before sunset to ascertain whether the terms and conditions of this lease are being properly observed and to rectify any violation of the terms including repairs etc. if the lessee wilfully and intentionally obstructs the above inspection, then lessee will be liable to pay a fine of rupees one hundred per day in addition to other legal steps including termination of the leasehold, which can be taken by the lessor.

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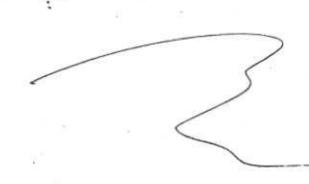
XXIII.

The lessor can terminate the lease and re-enter into the leasehold premises -

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- (a) if the annual rent has not been paid

 x' by the lessee for a period of three
 - years with interest thereon.
- (b) if the lessee is in default in payment of three instalments of the premium with interest thereon.
- (c) if the lessee has obtained the lease by practicing fraud or deception.



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(d) if the lessee has violated any of the terms of the lease and the violation is continuing or has not been compounded and there upon the lessee will vacate the premises and the lessor will take possession of the same and the lessee shall not be entitled for any compensation or refund of the premium paid.

Provided notwithstanding anything contained herein, the lessor

Patna Regional Development Authority

thing contained herein, th

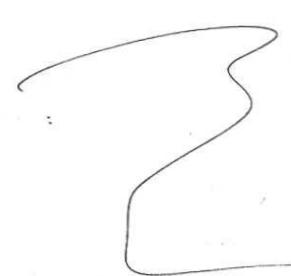


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re-entry as aforesaid and in its absolute discretion waive or condone breacher temporally or otherwise, on receipt of such amount and on such terms and conditions as may be determined by the lessor and may also accept the payment of rent and premium which shall be in arrears together with interest and damages.

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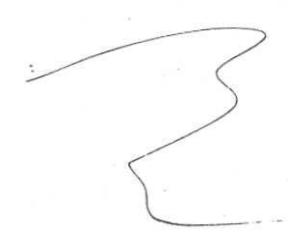
XXIV.

(a)

No forfeiture or termination of the lease or re-entry shall be effected until the lessor has sent to the lessee a notice in writing by registered post to the address given by the lessee as incorporated in the lease deed or subsequently amended by the lessee in writing.

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The notice must contain the reasons for forfeiture, termination or re-entry directing the lessee to show cause by specified date and at specified place.





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Chairman or an Officer of the lessor duly authorised for the said purpose by the Vice-Chairman. After receiving the show cause if any or if the lessee fails to submit the show cause within the stipulated period the Vice-Chairman may pass such orders as may be deemed necessary and the same will be binding on the lessee.

Patne Regional Descionante Authority

(c) If breach is remediable and the Vice-Chairman requires the lessee to remedy the breach and lessee fails to do so within such time





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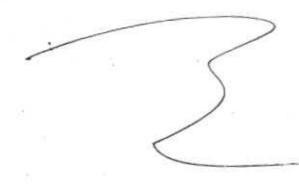
as may be allowed by the Vice-Chairman

an order may be passed by the ViceChairman for forfeiture or re-entry
on such terms and conditions as he
may deem fit and proper.

XXV.

The lessee shall on termination of this lease peacefully and in good condition yield up (give up vacant possession of) the said leasehold unto the lessor, but the lessor on the request of the

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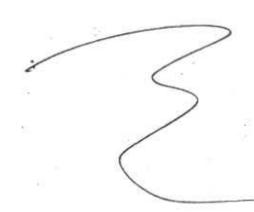
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lessee may allow some time in writing for removal of the materials even after termination of the lease, but that will not give any right to the lessee other than the right to remove the articles on the terms and conditions fixed by the lessor.

Selective for the selection of the selec

In case the lessee wants to get the lease renewed after the lapse of the period of lease the lessee Will have to give three





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months notice prior to the expiry of the period of lease in writing by registered post) with acknowledgement due to the lessor subject to the lessee having satisfactorily fulfilled the terms of this lease deed, the Authority, may renew the lease with the lessee. In the event of such renewal the lessee will have to pay the lessor an amount of premium equal to that paid by him/her/them at the time of execution of this deed plus such additional amount as may be decided by the Authority, at the time of renewal.

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After renewal, the lessee would further have to pay annual ground rent enhanced on the same scale as provided in clause V.

XXVII. That all notices, orders, directions, consents and approvals to be given under this deed shall be in writing and shall be signed by such officer as may be authorised by the Vice-Chairman of the Lessor.

Patna Regional Development Authority

XXVIII. All powers exercisable by the lessor may be exercised by its Vice-Chairman or by any officer duly authorised by the Vice Chairman of the Lessor.





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The Bihar Regional Development Authority Act
(Bihar Act 40 of 1982) and the Rules and bye
laws framed there under as amended from time
to time will be deemed to be fully applicable
in appreciating and conducting the terms and
conditions of this deed.

XXX.

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Petna Regional Developmen Cathority

In the event of any question, dispute of difference arising in appreciation and implementation of the terms of this deed, or in connection therewith (except as to any matter the decision of which is specially provided by this deed) between the Lessor and Lessee the same shall be referred to the sole Arbitration of the person appointed by the Vice-Chairman of the lessor whose decision will be final and binding on the parties and the



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Arbitration Act.

No objection can be raised as to the arbitrator on the plea that he is an employee of the Lessor or that he has given his opinion or passed an order in one form or the other earlier.

That all dues, rents, premium interest and damages which may be claimed by the lessor under this deed and under existing rule or rules enacted and framed subsequent to this, in respect of the lease and leasehold shall be recoverable as public demand under the Public Demands Recovery Act and any other act enacted for

Pates Regional Descriptions Authority

XXXI.



and a contract of the contract

leasehold.

recovery of public demands and all such claims shall be deemed to be first charge upon the

. XXXII. Cost of stamp duty and all expenses connected
with execution of legal documents and registration of Lease Agreement and all other incidental
expenses shall be borne by the lessee.

IN WITNESS. WHEREOF Shri Abhas

Numar Chatterjee, I.A.S., Vice-Chairman of the

Patna Regional Development Authority by order

and direction of the members of the Authority of

the Board of Authority of Lessor, and the Lessee

set forth above do hereby put their respective

signatures.

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Secretary, Patna Regional Development Authority, Patna. Secretary

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Lessor. Page Strains

2. Falendra Strish Soull F. K.D.A

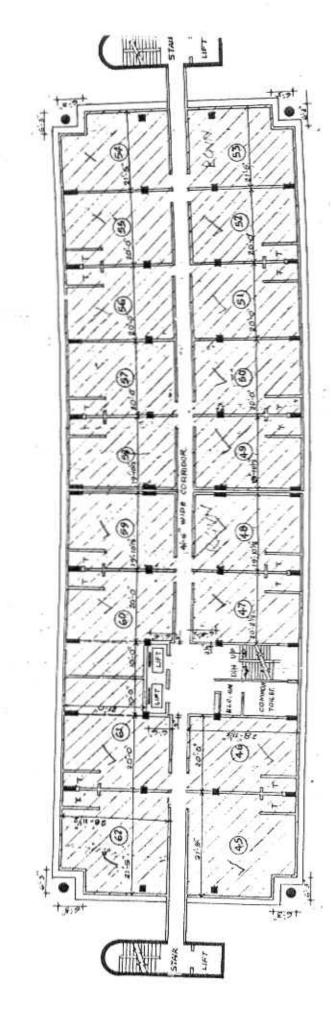
for Industrial Finance Corporation of India

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AMIL General Man.

Comment but the most was the and case to ALLOTED SPACE SHOWN Per singers sector in them SIGNATURE OF LESSOR . C. MOR. SIGNATURE OF E.E. SIGNATURE OF A.E. PR.D.A. LAND P.R.D.A LAND. P.R. D. A JANO. -P.R.D.A LAND. SIGNATURE OF JE. THIRD FLOOR PLAN BOUNDARY:-ELDONE OF BLOCK-C IN MANKAY FOR COMMERCENTY BLOCK-C) COMPLEX STUATED IN MAKE NO S' CLICKE NO'S STAM OF OLSICE STAL MES TO 10 65 111 JINETS NORTH SOUTH £457 € WEST. MUNICIPAL CORPORATION Se Section of the part Achterist Lo. Milan 2,30216 584.91 2524.48 2,054-12 NET AREA 1083 LOG. 158574 ERCH UNIT TOTAL AREA IN SFI 586.59 45.5151 (21/01:61X 8/11:82) (48/11/2 x 20:0)+ 79/87 581.12 - (28-11) ×20:2/2)+ - (6:8/2 × 0:2/2). (28 m 12)-(5)-(5)-(5) 3215 (28: 117 x20:02) AREA WITH DIMENSIONS:-NO OF 4 04 20 46, 50, 51, 52, 35, 56, NOMENCLATURE SHOWN IN PLAN. 48, 47, 58, 52 45,53, 54, 62. 60,61 +7 w, H h



PLAN OF OFFICE FLAT NOS. 45 TO 62 IN THIRD FLOOR OF BLOCK-C IN MAURYA LOK COMMERCIAL COMPLEX. SITUATED IN WARD NO. 2, CIRCLE NO.6, OF PATNA MUNICIPAL CORPORATION.