

Sayar Chakraborty ADVOCATE
Calcutta High Court
Dist. & Judges' Court, Hooghly
Mobile : 9831149393

Chinsurah Station Road
'Law Barret', Pallyshree
P.O. Chinsurah R.S.
Dist. Hooghly-712102

The RM-X

Date 10.01.2015

State Bank Of India
Commercial Branch
Park Street, Kolkata-16

Loan Account of ; (Land owner : The President of India)
(Loan : Borrower – M/S Vikram Solar Pvt Ltd)

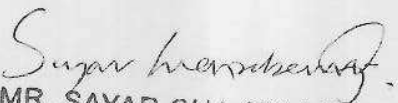
Sub :- Title Investigation Report in respect of the property means and includes ALL THAT piece and parcel of Land more or 216895 sft comprised in Sector II within the scheme of the Falta Special Economic Zone, Vill + Mouza – Nainan, JL 4, Dag nos. 302, 355, 361, 362, 363, 364, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 382, 383, 384, 385, 386, 387, 388, 448, 449, 451, 1250, PS Ramnagar, Dist. 24PRG(S).

Boundaries : North + West – Road, South – VSFT Quilts & Pillow Pvt Ltd, East – Pacific Jute Ltd.

Sir,

Based on the papers supplied by you, I, as per your direction and instructions, have made search in the below mentioned schedule property and hence I submit my detailed report on title as follows as per bank's TIR Format :

Yours Sincerely,


MR. SAYAR CHAKRABORTY
LL.B., ADVOCATE
CORPORATE ADVOCATE OF SBI, UBI
ALLAHABAD BANK, HDFC BANK
MOBILE-9831149393

ANNEXURE – B : Report of Investigation of Title in respect of Immovable Property.

1.	a) Name of the Branch/Business Unit/ Office seeking opinion	STATE BANK OF INDIA COMMERCIAL BRANCH RM-X
	b) Reference No. and Date of the Letter under the cover of which the documents tendered for scrutiny are forwarded	
	c) Name of the Borrower	Vikram Solar Pvt Ltd
2.	a) Name of the unit/concern/company/person offering the property(s) as security.	Vikram Solar Pvt Ltd
	b) Constitution of the unit/concern/person/body/ authority offering the property for creation of charge.	Vikram Solar Pvt Ltd
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower
3.	Complete or full description of the immovable property / (ies) offered as security including the following details.	
	(a) Survey No.	Nainan
	(b) Door/House No. (in case of House Property)	Falta Special Economic Zone
	(c) Extent/area including plinth/ built up area in case of House Property	216895 sft
	(d) Locations like name of the place, village, city, registration, sub – district etc. Boundaries	ALL THAT piece and parcel of Land more or 216895 sft comprised in Sector II within the scheme of the Falta Special Economic Zone, Vill + Mouza – Nainan, JL 4, Dag nos. 302, 355, 361, 362, 363, 364, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 382, 383, 384, 385, 386, 387, 388, 448, 449, 451, 1250, PS Ramnagar, Dist. 24PRG(S). Boundaries : North + West – Road, South – VSFT Quilts & Pillow Pvt Ltd, East – Pacific Jute Ltd
4	a) Particulars of the documents scrutinized – serially and chronologically.	
	(a) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note : Only originals or certified extras from the registering/land/ revenue/ other authorities be examined.	



Sl. No.	Date	Name/ Nature of the Documents	Original/ Certify copy certify extract / Photocopy, etc.	In case of copies, whether the original was scrutinized by the Advocate
a	25.09.2014	Deed of Lease vide no.7790/2014, Book I, CD Vol. 45, Pages 1282 to 1316 registered at DSr- IV, Alipur	Certify Copy	
b	27.10.2014	Rent receipt	Copy	
c	24.12.14	Registry Office	Original	
d	06.01.15	ROC searching	Original	
e	08.01.2015	Court	Original	
f	09.12.2014	Mortgage Letter	Copy	
5.	Whether certified of all title Documents are obtained from the relevant sub-register office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.)			Yes.
6.	a) Whether the records of register office or revenue authorities relevant to the property in question are available or verification through any online portal or computer system?			No
	b) If such online/computer records are available, whether verification or cross checking are made and the comments/findings in this regard.			Yes
	c) Whether the genuineness of the stamp paper is possible to be got verified from any online and if so whether such verification was made?			No
7.	a) Property offered as security falls within the jurisdiction of which sub-register office?			ADSR Diamond Harbour
	b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-register / district register / register-general. If so, please name all such offices?			DSR-IV Alipur, ARA-I, Kolkata
	c) Whether search has been made at all the offices name at (b) above?			YES (receipts attached with this report)
	d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?			NO
8.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the title. In case of property offered as security for loan of Rs.1.00 crore and above, search of title/encumbrances for a period of not less than 30 years is mandatory. (Separate sheets may be used)			The entire Landed Property Originally belongs in the name of President Of India. Thereafter President Of India (Lessor) made a Deed of Lease vide no.7790/14 with Vikram Solar Pvt Ltd (Lessee) for 15 years.
9.	Nature of title of the intended mortgagor over the property (Whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam			Leasehold Right



	Holder of Govt. Grantee/ Allottee etc.)		
10.	If leasehold, whether,		
	a) lease deed is duly stamped and registered		Yes
	b) lessee is permitted to mortgage the leasehold right,		Yes
	c) duration of the lease/unexpired period lease,		15 years from 07.08.2013
	d) if, a sub-lease, check the lease deed in favour of Lessee as to whether lease deed permits sub-leasing and mortgage by sub-lessee also.		No
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?		
	f) Right to get renewal of the leasehold rights and nature thereof.		NA
11.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether,		Yes
	Grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions.		Yes as per letter no. FSEZA/5/(74)/2010/Mortgage/2014/3209. Dt. 09.12.2014.
	The mortgagor is competent to create charge on such property,		Yes
	Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.		NA
12.	If occupancy right, whether,		N/A
	a) Such right is heritable and transferable,		
	b) Mortgage can be created		
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reason for coming such conclusion.		N/A
14.	If property has been transferred by way of Gift/Settlement Deed, whether:		NA
	a) The gift/settlement Deed is duly Stamped and registered.		
	b) The gift/settlement Deed has been attested by two witnesses,		
	c) The gift/settlement Deed transfers the property to Donee.		
	d) Whether the Donee has accepted the gift by signing the gift/settlement Deed or by a separated writing or by implication or by actions,		
	e) Whether there is any restriction or on the donor is executing the gift/settlement deed in question.		



	f) Whether the Donee is in possession on the gifted property.	
	g) Whether any life interest is reserved for the donor or any other person and whether there is a need for any other person to join the creation of mortgage,	
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	
15.	<p>(a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.</p> <p>(b) Whether mutation has been affected and whether the mortgagor is in possession and enjoyment of his share.</p> <p>(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.</p> <p>(d) In respect of partition by a decree court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.</p> <p>(e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?</p>	N/A
16.	Whether the title documents include any testamentary documents /wills?	NO
	(a) In case of wills, Whether the will is registered will or unregistered will?	
	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probate and if so whether the same is probated by a competent court?	
	(c) Whether the property is mutated on the basis of will?	
	(d) Whether the original will is available?	
	(e) Whether the original death certificate of the testator is available?	
	<p>(f) What are the circumstances and/or documents to establish the will or question is the last and final will of the testator?</p> <p>(Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/validity of the will, all parties have acted upon the will, etc. , which are relevant to rely on the will, availability of mother/original title deeds are to be explained.)</p>	
17.	(a) Whether the property is subject to any wakf rights?	NO
	(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	NO



	(c) Precautions / permissions, if any in respect of the above cases for creation of mortgage?	N/A
18.	(a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the major coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	NO
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	
19.	(a) Whether the property belongs to any trust or is subject to the rights of any trusts?	NO
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorized the mortgage of the property?	
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	
20.	(a) If the property is agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	Industrial Land
	(b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	
	(c) In case of conversion of agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	
21.	Whether the property is affected by any local laws or other regulation having a bearing on the creation security (viz. agricultural laws, weaker sections, minorities, Land Laws, SEZ Regulations, Coastal Zone Regulations, Environmental clearance etc.).	NO
22.	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?	NO
	(b) Whether any search/enquiry is made with the land Acquisition office and the outcome of such search/enquiry.	N/A
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	NO
	(b) If so, Whether such litigation would adversely affect the creation of valid mortgage or have any implication of its future enforcement?	NA
	(c) Whether the title documents have any court seal/mark which points out any litigation/ attachment/ security to court in respect of the property in question? In such case please comment on such/seal marking.	N/A



24.	(a) In case of partnership firm, Whether the property belongs to the firm and the deed is properly registered.	N/A
	(b) Property belongs to partners. Whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	
25.	Whether the property belongs to a limited company, check the borrowing powers, board resolution, authorization to create mortgage/execution of documents, registration of any prior changes with the company register (ROC), Articles of Association /provision for common seal etc.	YES Separate Report is attached
26.	In case of societies, Association, the required authority/power to borrower and Whether the mortgage can be created, and the requisite resolutions, bye-laws.	N/A
27.	(a) Whether any POA is involved in the chain of title?	N/A
	(b) Whether the POA involved is one coupled with interest, i.e a Development Agreement-cum-power of attorney. If so, please clarify Whether the same is a registered document and hence it has created an interest in favour of the builder/developer and ad such is irrevocable as per law.	
	(c) In case the title document is executed by the POA holder , please clarify whether the POA involved is (i) one executed by the builders viz. companies/ firms /Individual proprietary concerns in favour of their partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	
	(d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	
	(e) In case of common POA (i.e POA other than Builder's POA), please certify the following clauses in respect of POA.	
	i. Whether the original POA is verified and the title investigation is done on the basis of original POA?	N/A
	ii. Whether the POA is a registered one?	
	iii. Whether the POA is a special and general one?	
	iv. Whether the POA contains a specific authority for execution of title document in question?	
	(f) Whether the POA in force and not revoked or had become invalid on the date of execution of the document in question? (Please certify whether the same has been ascertained from the office of sub-register also?)	N/A
	(g) Please comment on the genuineness of POA?	N/A



	(h) The unequivocal opinion on the enforceability and validity of the POA?	
28.	Whether mortgage is being created by a POA holder, check genuineness of the power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	NO
29.	<p>If the property is a flat/apartment or residential/commercial complex, check and comment on the following:</p> <p>(a) Promoter's/Land owner's title to the land/ building.</p> <p>(b) Development Agreement/Power of Attorney.</p> <p>(c) Extent of authority of the Developer/builder.</p> <p>(d) Independent title verification of the Land and/or building in question.</p> <p>(e) Agreement for sale (duly registered).</p> <p>(f) Payment of proper stamp duty.</p> <p>(g) Requirement of registration of sale agreement, development agreement, POA, etc.</p> <p>(h) Approval of building plan, permission of appropriate/local authority, etc.</p> <p>(i) Conveyance in favour of Society/ condominium concerned.</p> <p>(j) Occupancy certificate/allotment letter/letter of possession.</p> <p>(k) Membership details in the Society etc.</p> <p>(l) Share certificates</p> <p>(m) No objection Letter from the Society.</p> <p>(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development control Regulations, Co-operative Societies' Laws etc.</p> <p>(o) Requirements, for noting the bank charges on the records of the Housing Society, if any.</p> <p>(p) If property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.</p> <p>(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.</p>	<p>Industrial</p> <p>Land Owner</p> <p>NA</p> <p>NA</p> <p>No</p> <p>NA</p> <p>Exempted</p> <p>NA</p> <p>Required</p> <p>NA</p> <p>NA</p> <p>NA</p> <p>NA</p> <p>NA</p> <p>Yes</p> <p>NA</p> <p>Under Construction</p> <p>NA</p>
30.	Encumbrances, Attachments, and/or claims whether of government, central or state or other local authorities or third party claims, Liens etc. and details thereof.	Yes



31.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrances is created and if so, satisfaction of charge, if any.	1985 to 2015
32.	Details regarding property tax or land revenue or other statutory dues/paid/payable as on date and if not paid, what remedy?	Paid up to date Rent
33.	(a) Urban land ceiling clearance, whether required and if so, details thereon. (b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	N/A
34.	Details of RTC extracts/mutation extract/ Katha extracts pertaining to the property in question.	No
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	NA
36.	(a) Whether the property offered as security is clearly demarcated? (b) Whether the demarcation/ partition of the property is legally valid? (c) Whether the property has clear access as per documents?	The property is a Industrial land and have clearly demarcated.
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? (a) Document in relation to electricity connection. (b) Document in relation to water connection. (c) Document in relation to sales Tax Registration, if any applicable. (d) Other utility bills, if any.	Yes Deed
38.	In respects of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary ? If so please elaborate/ comment on the same.	No
39.	If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	N/A.
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	NO
41.	Whether the bank will be able to enforce SARFESI Act, if required against the property offered as security?	Bank will be able to enforce SARFESI Act, if required against the property offered

			as leasehold security.
42.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc. , as also any precaution to be taken by the Bank in this regard.		N/A
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.		Permission letter given from Secretary, Falta SEZ Authority on behalf of President Of India (Lessor) for creation of Mortgage against Lease hold right of Lessee.
44.	Additional aspects relevant for investigation of title as per local laws.		
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.		Require original Regd Lease Deed no.7790/14, Sanctioned Plan before creation of EM.
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.		Vikram Solar Pvt Ltd

Note: In case separate sheets are required, the same may be used, singed and annexed.

Date : 10-01-2015

Place : Kolkata



Signature of Advocate

MR. SAYAR CHAKRABORTY
LL.B., ADVOCATE
CORPORATE ADVOCATE OF SBI, UBI
ALLAHABAD BANK, HDFC BANK
MOBILE-9831149393

CERTIFICATE OF TITLE

ANNEXURE- C

I have examined the Deed of Lease intended to be deposited relating to the schedule property(ies) and offered as security by way of *Registered/Equitable/English Mortgage (*please specify the kind of mortgage) and that the documents of title referred to in the Opinion are valid evidence of Right, title and interest and that if the said Registered/Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/equitable Mortgage (after satisfaction of criterion as mentioned in Sl. NO. 45 of Annex. B), and I further certify that:

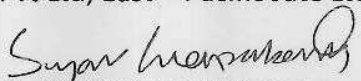
2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
3. I confirm having made a search in the Land/Revenue records. I also confirm having verified and checked the records of the relevant Government offices./Sub-Register(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition office, Register of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders (from creating a valid Mortgage, after satisfaction of criterion as mentioned in Sl. NO. 45 of Annex. B, . I am liable/responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records/Revenue Records and relative Title Deeds, certified copies of such title deeds obtained from the concerned register office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds, Suspicious/Doubt, if any, has been clarified by making necessary enquiries.
5. There are no prior Mortgage/Charges/encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1985 to 2015 pertaining to the immovable property/(ies) covered by above said Title Deeds .
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan Documents and agreed to by the Mortgagor and the Bank(Delete ,whichever is inapplicable). N/A
7. Minor(s) and his/their interest in the property/(ies) is to the extent of (specify the share of the Minor with Name). (Strike out if not applicable). N/A
8. The Mortgage if created, will be available to the Bank for the Liability of the intending Borrower Bikram Solar Pvt Ltd
9. I certify that President of India has an absolute, clear and marketable title over the schedule property/(ies) . I further certify that the above title deed of Lease is genuine Deed and the said Mortgage would be enforceable, after satisfaction of criterion as mentioned in Sl. NO. 45 of Annex. B.
10. In case of creation of Mortgage by deposit of Title Deeds, we certify that the deposit of following title deeds /documents would create a valid and enforceable mortgage.

Require original Regd Lease Deed no.7790/14, Sanctioned Plan before creation of EM.

11. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force .

SCHEDULE OF THE PROPERTY(IES) ALL THAT piece and parcel of Land more or 216895 sft comprised in Sector II within the scheme of the Falta Special Economic Zone, Vill + Mouza – Nainan, JL 4, Dag nos. 302, 355, 361, 362, 363, 364, 366, 367, 368, 369, 370,371, 372, 373, 374, 375, 376, 377, 382, 383, 384, 385, 386, 387, 388, 448, 449, 451, 1250, PS Ramnagar, Dist. 24PRG(S).

Boundaries : North + West – Road, South – VSFT Quilts & Pillow Pvt Ltd, East – Pacific Jute Ltd.


MR. SAYAR CHAKRABORTY
LL.B., ADVOCATE
CORPORATE ADVOCATE OF SRI IIRI

CERTIFICATE OF TITLE on the basis of Certified copies of title Deed

ANNEXURE- C1

I have examined the certified copy of Original Title Deed intended to be deposited relating to the schedule property(ies) and offered as security by way of *Registered/Equitable/English Mortgage (*please specify the kind of mortgage) and that the documents of title referred to in the Opinion are valid evidence of Right, title and interest and that if the said Registered/Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/equitable Mortgage (after satisfaction of criterion as mentioned in Sl. NO. 45 of Annex. B), and I further certify that:

I have examined the certify copy of Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors and undertake to re-examine the original title deed as and when produced and.

I confirm having made a search in the Land/Revenue records. I also confirm having verified and checked the records of the relevant Government offices,/Sub-Register(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition office, Register of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders (from creating a valid Mortgage, after satisfaction of criterion as mentioned in Sl. NO. 45 of Annex. B, . I am liable/responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.

Following scrutiny of Land Records/Revenue Records and relative certified copy of Title Deeds, certified copies of such title deeds obtained from the concerned register office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds, Suspicious/Doubt ,if any, has been clarified by making necessary enquiries.

There are no prior Mortgage/Charges/encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1985 to 2015 pertaining to the immovable property/(ies) covered by above said Title Deeds .

In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan Documents and agreed to by the Mortgagor and the Bank(Delete, whichever is inapplicable).
N/A

Minor(s) and his/their interest in the property/(ies) is to the extent of (specify the share of the Minor with Name).
(Strike out if not applicable). N/A

The Mortgage if creation, will be available to the Bank for the Liability of the intending Borrower M/S Vikram Solar Pvt Ltd.

I certify that the President of India has an absolute, clear and marketable title over the schedule property/(ies) . I further certify that the above title deed are genuine and a valid mortgage can be creation and the said Mortgage would be enforceable, after satisfaction of criterion as mentioned in Sl. NO. 45 of Annex. B.

In case of creation of Mortgage by deposit of Title Deed, I certify that the deposit of following title deed /documents would create a valid and enforceable mortgage.

Require original Regd Lease Deed no.7790/14, Sanctioned Plan before creation of EM.

There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force .

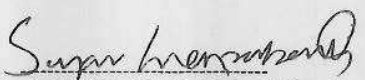
SCHEDULE OF THE PROPERTY(IES)

ALL THAT piece and parcel of Land more or 216895 sft comprised in Sector II within the scheme of the Falta Special Economic Zone, Vill + Mouza – Nainan, JL 4, Dag nos. 302, 355, 361, 362, 363, 364, 366, 367, 368, 369, 370,371, 372, 373, 374, 375, 376, 377, 382, 383, 384, 385, 386, 387, 388, 448, 449, 451, 1250, PS Ramnagar, Dist. 24PRG(S).

Boundaries : North + West – Road, South – VSFT Quilts & Pillow Pvt Ltd, East – Pacific Jute Ltd.

Date : 10.01.2015

Place : Kolkata


MR. SAYAR CHAKRABORTY
LL.B., ADVOCATE
CORPORATE ADVOCATE OF SBI, UBI
ALLAHABAD BANK, HDFC BANK
MOBILE-9831149393

No. REGN U 886788

Receipt for Fees Deposited for Search or Inspection

1. Serial Number of application..... 70288
 2. Date of application..... 24/12/2014
 3. Search for the year(s)..... 1984-2014
 4. Name of office to which the record to be searched or inspected relates.....
PR & SR - D. Harbour
 5. Name of person or property to be searched..... Vikram Solar Pvt Ltd
 6. Nature of document.....
 7. Particulars of record to be inspected (year, number, book, volume and page in the case of registered document)..... 1
 8. From whom received..... S. Chakrabarty
- Fees paid under Article—
- F (1) (i) Rs. 30/-
- (1) (ii)
- 2)

Registrar of..... 7

Deed Registered in

First Name : *

RAM SOLAR

Last Name :

PVT LTD

District *

Kolkata

Office Name *

- I KOLKATA (01/01/2002 - 20/10/2014)

Year From : *

1985

Year To *

2015

Service Count:

166176

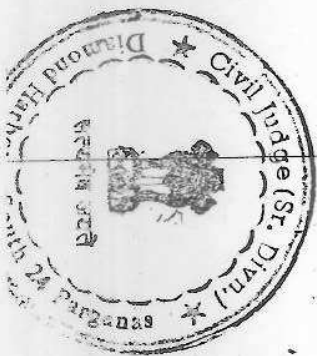
No Record Found



West Bengal Form No.870

HIGH COURT FORM NO. (m) 55 Civil/(H) 30 (Criminal)
APPLICATION FOR INFORMATION

Serial No & Date	Name & Residence of the Application	Nature of Information is required	Date on which information is to be ready	Signature of Officer receiving the application	F
62 8-1-15	Mr Sayer Chakraborty, Advocate	IN THE COURT OF CIVIL JUDGE (SR DIV) D. HARBOWRA, DIST. 24 PRG (S)	8-1-15	8-1-15	No such Td filed against M/s Vikram during the it appears specific 8-1-15
Let me know whether any T.S. filed against M/S VIKRAM SOLAR PVT LTD. Represented by Director Mr Krishna Kr Maskara, property situated at Vill. + Mouza Nainan, PS Ramnagar, JL 4, Sector II Falta, SEZ, RS Dag 302, 355, 361, 362, 363, Dist. 24 PRG (S) in the year 2014 ?					
If filled let me know the Case No, Next Date & present Status?					




Government of India
Ministry of Commerce & Industry
Department of commerce
Falta Special Economic Zone
2nd MSO Building, 4th Floor, Nizam Palace,
234/4, ASJC Bose Road, Kolkata-700 020
Phone No.2287-2263,2287-4092,Fax 2287-3362


TO WHOM IT MAY CONCERN

M/s. Vikram Solar Private Ltd, has been granted a Letter of Permission (LOP) vide No.FSEZ/LIC/V-19/2013/399 dated 25.04.2013 for setting up a unit at Falta SEZ for manufacture and export of Photovoltaic Cell, Solar module, Solar equipment & devices including solar fan, light, pump, lantern and power generating systems. The LOP is valid upto 23.4.2015. They took possession of open land measuring 20150 Sq. Mtrs on 07.08.2013 at Sector-II, Falta SEZ, Falta South 24 Parganas, Village – Nainan, Mouza Nainan, Police Station Ramnagar, J.L.No.4 West Bengal for construction of their own factory building and they executed a Lease Deed on the day of 25.09.2014 which is valid upto 24.09.2029

In terms of guidelines issued by the Ministry of Commerce & Industry and Lease Deed Agreement as executed, this office has no objection in regard to mortgage and the unit may be permitted to mortgage the lease hold rights to the Financial Institutions/Banks. However, this is subject to condition that in case of terminations of Lease Agreement and /or cancellation of LOP and/or cancellation of allotment of land the validity of such permission shall cease to exist. Further only the construction portion and not the land can be mortgaged.

This issues with the approval of Development Commissioner, Falta SEZ.


(P.K.Gupta)
Secretary, Falta SEZ Authority
For Development Commissioner
Falta Special Economic Zone

No.FSEZA/5/(74)/2010/Mortgage/2014/329  Dated : 09.12.2014

To
Shri Krishna Kumar Maskara, Director,
M/s. Vikram Solar Private Ltd.
Tobacco House,
1, Old Court House Corner,
Kolkata-700 001.



27/10/14
①

Date: 27.10.2014

To,
The Assistant Development Commissioner
Falta Special Economic Zone
Kolkata

Dear Sir,

Sub: Payment of Rent for Oct 14 to Dec 14

Please find attached herewith a DD of Rs. 1142696.00 (Rupees Eleven Lac Forty Two Thousand Six hundred Ninety Six Only) bearing respective no. 620140 dated 24.10.2014 towards rent for the period 01.10.2014 to 31.12.2014 drawn on state Bank of India, Commercial Branch, Park Street, Kolkata as per below mentioned details :

Description	Period (01.10.2014 to 31.12.2014)
Land 6025 SQM	116,944.00
Land 3135 SQM	60,349.00
Qtr B9,10,11	31,500.00
Qtr B19,20	21,000.00
Qtr A4	14,700.00
Qtr D5	14,700.00
Land 10,680 SQM	205,590.00
Ind Shed 600 SQM	144,450.00
Ind Shed 500 SQM	120,375.00
Qtr D6	14,700.00
Qtr B12	10,500.00
Land 20150 SQM	387,388.00
Total Amount	1,142,696.00

Please acknowledge the same.

Thanks & Regards

For Vikram Solar Pvt Ltd.

Authorized Signatory.
(Debnath Mukhopadhyay)

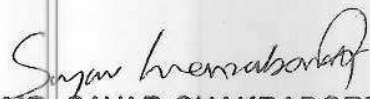
Sayar Chakraborty ADVOCATE
Calcutta High Court
Dist. & Judges' Court, Hooghly
Mobile : 9831149393

Chinsurah Station Road
'Law Barret', Pallyshree
P.O. Chinsurah R.S.
Dist. Hooghly-712102

Date : 06.01.2015

CERTIFICATE

This is to certify that as per electronic data base of ROC, VIKRAM SOLAR PRIVATE LIMITED vide CIN/LLPIN - U18100WB2005PTC106448, Registration dt. 02.12.2005, regd no. 106448 is a approved & Active company (enclosed ROC company searching) and there is no case pending.


MR. SAYAR CHAKRABORTY
LL.B., ADVOCATE
CORPORATE ADVOCATE OF SBI, UBI
ALLAHABAD BANK, HDFC BANK
MOBILE-9831149393

COMPANY NAME

LLPIN/CIN/1A Ref No	Company or LLP Name	State	Registration Date	Company Status
U18100WB2005PTC106448	VIKRAM SOLAR PRIVATE LIMITED	West Bengal	02/12/2005	Approved

COMPANY MASTER DATA

CIN	: U18100WB2005PTC106448
Company Name	: VIKRAM SOLAR PRIVATE LIMITED
ROC Code	: RoC Kolkata
Registration Number	: 106448
Company Category	: Company limited by shares
Company Subcategory	: Indian Non-Government Company
Class of Company	: <input type="radio"/> Public <input checked="" type="radio"/> Private
Authorised Capital(in Rs.)	: 300,000,000.00
Paid up capital(in Rs.)	: 258,580,000.00
Number of Members(Applicable only in case of company without Share Capital)	: 0
Date of Incorporation	: 02/12/2005 (dd/mm/yyyy)
Address 1	: TOBACCO HOUSE
Address 2	: 1, OLD COURT HOUSE CORNER
City	: KOLKATA
State	: West Bengal
Country	: INDIA
Pin	: 700001
Email Id	: dagarwal@vikram.in
Whether listed or not	: <input type="radio"/> Listed <input checked="" type="radio"/> Unlisted
Date of Last AGM	: 29/09/2014 (dd/mm/yyyy)
Date of Balance sheet	: 31/03/2014 (dd/mm/yyyy)
Company Status (for eFiling)	: Active

PROSECUTION DETAILS

SNo	Name of the Officer in Default	Court Name	Prosecution Section	Date Of Order	Status
NIL					

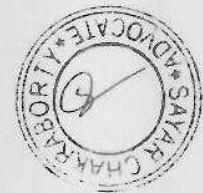


INDEX OF CHARGE

S.N o.	Charge ID	Date of Charge Creation/Modification	Charge amount secured	Charge Holder	Address	Service Request Number (SRN)
1	1051661 2	05/08/2014	100,000,000.00	ALLAHABAD BANK	INDUSTRIAL FINANCE BRANCH, KISHORE BHAWAN, 4TH FL ., 17, R. N. MUKHERJEE ROAD, KOLKATA, West Bengal - 700001, INDIA	C18068684
2	1047925 3	09/01/2014	390,000,000.00	Indian Overseas Bank	MID CORPORATE BRANCH, 3, CHOWRINGHEE APPROACH, KO LKATA, West Bengal - 700072, INDIA	B97065759
3	1040727 7	06/05/2014 *	2,440,100,000.00	State Bank of India	Commercial Branch, Kolkata, 24, Park Street, Kolk ata, West Bengal - 700016, INDIA	C04360335
4	1027540 5	06/05/2014 *	2,002,100,000.00	State Bank of India	Commercial Branch, Kolkata, 24, Park Street, Kolk ata, West Bengal - 700016, INDIA	C04358107
5	1023595 2	31/10/2014 *	1,330,100,000.00	ALLAHABAD BANK	INDUSTRIAL FINANCE BRANCH, 17, R. N. MUKHERJEE RO AD, 4TH FLOOR, KOLKATA, West Bengal - 700001, INDI A	C36123107
6	1014397 2	17/12/2013 *	1,137,900,000.00	STATE BANK OF INDIA	Commercial Branch, Kolkata, 24, Park Street, Kolk ata, West Bengal - 700016, INDIA	B93276145

List of Signatories

DIN/DPIN/PAN	Full Name	Present residential address	Designation	Date of Appointment	Whether DSC Registered	Expiry Date of DSC
00060387	GYANESH CHAUDHARY	6B, SHREE RAM GARDEN, 15, BELVEDRE ROAD, KOLKATA, 700027, West Bengal, INDIA	Managing director	14/07/2008	YES	04/07/2016
00897159	ANIL HARIKISHAN CHAUDHARY	268/270, GIDC, PANDESARA, SURAT, 394210, Gujarat, INDIA	Director	14/07/2008	YES	08/01/2016
01677008	KRISHNA KUMAR MASKARA	RADHA NIKET, 134, G.T. ROAD (S), HOWRAH, 711102, West Bengal, INDIA	Director	01/01/2009	YES	10/07/2016
01744503	HARI KRISHNA CHAUDHARY	SHREE RAM GARDEN, 15, BELVEDRE ROAD, KOLKATA, 700027, West Bengal, INDIA	Director	14/07/2008	YES	24/11/2016





পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

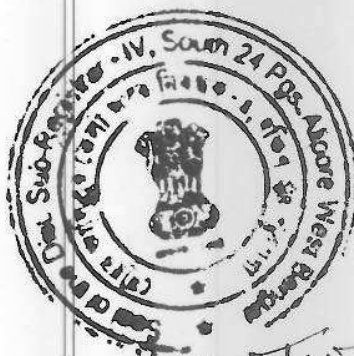
83AA 617641

8280 Date: 24-12-2014.

3417

COST OF FEES

F(i).....	2.00
F(ii).....	2.00
G(a).....	263.00
G(b).....	
Plan.....	
Xerox.....	10.00
Stamp.....	10.00
C.F.S.....	
Total.....	



D.S.R. - IV, Alipore
South 24 Parganas

24.12.14.

Two hundred
Eighty
Rupees
Severe only.

08017

I- 07790/2014

Whereby it is admitted that the document is admitted to registration, the signature sheets and the endorsement sheets attached with this document are part of this document

Examined by
45 PR 5/1/2014
46 PR 5/1/2014

District Registrar
Registrar u/s 7(2) of
Registration Act 1908
Allpore, South 24 Parganas
25 SEP 2014

DEED OF LEASE

THIS INDENTURE of Lease is made on this 25th day of September, Two Thousand Fourteen.

BETWEEN

THE PRESIDENT OF INDIA through Development Commissioner, Falta Special Economic Zone under the Ministry of Commerce, Government of India, having its office at 2ND M.S.O. BUILDING, 4th floor, NIZAM PALACE, 234/4, A.J.C. Bose Road, Kolkata - 700 020, West Bengal, hereinafter called the LESSOR (Which term unless repugnant to or excluded by the context be deemed to include its successor in office and assigns) of the ONE PART.

AND

M/S. VIKRAM SOLAR PRIVATE LIMITED (PAN No. AABC15168D), a company registered under the Companies Act, 1956,

Amar Chandra Ghosh

For Development Commissioner
Falta Special Economic Zone
Ministry of Commerce & Industry
Govt. of India

3310
25/9/14

Amar Chandra Ghosh

For Development Commissioner
Falta Special Economic Zone
Ministry of Commerce & Industry
Govt. of India



3311
25/9/14

For VIKRAM SOLAR PVT. LTD.

Koushne K. Maskara
Director

25 SEP 2014

[Signature]
District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Allpore, South 24 Parganas
25 SEP 2014

Supriya Banerjee
W/o Sandip Banerjee
1B, old Post office Street
Kolkata - 700001.



Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 07790 of 2014
(Serial No. 08017 of 2014 and Query No. 1604L000017890 of 2014)

On 25/09/2014

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

Presented for registration at 15.00 hrs on :25/09/2014, at the Private residence by Amar Chandra Ghosh, Executant.

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

Execution is admitted on 25/09/2014 by

1. Amar Chandra Ghosh
Development Commissioner, Falta Special Economic Zone Govt Of India, Nizam Place 234/4 A J C Bose Rd, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.
, By Profession : Others
 2. Krishna Kumar Maskara
Director, M/s Vikram Solar Pvt Ltd, Tobacco House 1 Old Court House Corner, District:-Kolkata, WEST BENGAL, India, Pin :-700001.
, By Profession : Others
- Identified By Supriya Banerjee, wife of Sandip Banerjee, 1b Old Post Office St, District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Others.

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

On 13/10/2014

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-83,50,470/-Lease Period 15 Years Average annual Rent Rs 15,51,550/-

Certified that the required stamp duty of this document is Rs.- 0 /- and the Stamp duty paid as: Nil /-

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

On 15/10/2014

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 & Exempted from stamp duty.

Payment of Fees:

Exempted (on 15/10/2014)

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

having its Registered Office at Tobacco House, 1, Old Court House Corner, 4th Floor Kolkata-700 001, hereinafter called the **LESSEE** (which term shall unless repugnant to or excluded by the context be deemed to include its Directors, executors, administrators, legal representatives, successor-in-office and/or assigns) of the **OTHER PART**, represented by its **Director MR. KRISHNA KUMAR MASKARA**, son of Mr. Ashok Kumar Maskara, residing at 134, G. T. Road, (South), flat No. 104, Radha Niketan, Police Station Shibpur, Howrah 711 102.

WHEREAS the Kolkata Port Trust being the owners of the lands, measuring about 192.96 acres and 87.00 acres, be the same a little more or less, owned by Falta Special Economic Zone Authority, Ministry of Commerce, Government of India, lying and situated at Falta, District - South 24 Parganas in West Bengal have leased out the said land to the Lessor subsequently declared as a notified area, for the purpose of setting up the said Special Economic Zone and the Development Commissioner of the said Zone, being in overall administrative charges of same, shall hold all the rights and interests over and/ or connected with the said lands so developed for the purpose of the Special Economic Zone.

AND WHEREAS the Lessee herein had applied to the Development Commissioner of the Special Economic Zone, for granting a licence to it, in respect of the said land and hereditaments, as leased by Kolkata Port Trust to the Government of India and the said Development Commissioner as the

Guarantor, representing the said Falta Special Economic Zone under the Ministry of Commerce & Industry, Government of India agreed to do and grant the said licence and accordingly **handed over the possession** of the demised land, measuring about **20150 Square Meter**, equivalent to **216895 square feet**, within the limits of **Sector II** in Falta Special Economic Zone, lying and situated at and comprised of **Dag No. 302, 355, 361, 362, 363, 364, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 382, 383, 384, 385, 386, 387, 388, 448, 449, 451 and 1250**, in Mouza Nainan, J.L. No. 04, under Police Station Ramnagar, Additional District Sub-Registrar at Diamond Harbour, in the District of 24 Parganas(South), unto and in favour of the said Lessee, vide its Memo No. **FSEZ/Authority/Allotment /2013/1697**, dated **12th August, 2013** and allotted the said land vide Allotment Letter No. **FSEZ/Authority/Allotment /2013/1617**, dated **1st August, 2013** and granted Licence, in favour of the Lessee and morefully described in the **Schedule** hereunder written, upon the terms and conditions therein contained vide Letter of Allotment No. **FSEZ/LIC/V 19/2013/399**, dated **25th April, 2013**, issued by Development Commissioner, Falta Special Economic Zone, Ministry of Commerce & Industry, Government of India, for a period of **Fifteen years with effect from 7th August, 2013**.

It was mutually agreed in the said licence that as soon as the designated officer certifies that the factory building and works have been erected in accordance with the terms and all other stipulations and

conditions mentioned therein, the government will grant and the licensee will accept lease of the said land and factory building erected thereon.

NOW THIS INDENTURE WITNESSETH that in consideration of the said Development Commissioner has certified that the proposed factory building etc. have been erected in accordance with the terms and covenants contained in the said licence and the lessee have observed and fulfilled all the stipulations and conditions contained therein AND in consideration of the annual advance lease rent @ Rs. 70.00 (Rupees Seventy only) per square meter per annum plus Service Charge of Rs.7/- (Rupees Seven only) per Sq. meter per annum amounting to Rs.15,51,550.00 (Rupees Fifteen Lac Fifty One Thousand Five Hundred & Fifty) only and other chargeable and incidentals as would be paid quarterly, for a sum of Rs. 3,87,888.00 (Rupees Three Lac Eighty Seven Thousand eight Hundred and Eighty Eight) only, at such rates as it would be assessed and levied by the local authority as well as the Falta Special Economic Zone Authority itself, the Lessor doth hereby grant and demise unto the Lessee ALL THAT land measuring about 20150 Square Meter, equivalent to 216895 square feet, within the limits of Sector II in Falta Special Economic Zone, lying and situated at and comprised of Dag No. 302, 355, 361, 362, 363, 364, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 382, 383, 384, 385, 386, 387, 388, 448, 449, 451 and 1250, in Mouza Nainan, J.L. No. 04, under Police Station Ramnagar,

Additional District Sub-Registrar at Diamond Harbour, in the District of 24 Parganas(South) and delineated in the plan annexed hereto, Bordered with the Red Colour (hereinafter referred to as the said demised land) and **TO HOLD the same for the period of 15 (Fifteen) years with effect from 7th August, 2013**, subject to the terms and conditions mentioned and contained hereinafter and also terms and conditions, if any added or altered at the material times. However, the Lessor reserves the right to revise the rent in every three years.

AND THIS INDENTURE FURTHER WITNESSES that the Lessee shall use the said demised land particularly for the purpose of manufacturing and processing his/their/its Export Oriented products as specified and not for any other purposes and shall carry on business in terms of the Industrial Licence and/or Letter of Approval issued by the Government or the Development Commissioner.

With regard to the obligations and responsibilities of the Lessee, he/they/it agrees/agreed and covenant/covenants with the Lessor as follows:

- i) To complete the construction or any part thereof remaining as yet work-in-progress and unfinished in respect of the building and factory on the demised land at **Sector -II, Falta SEZ, South 24 Parganas**, at its own costs in conformity with the plans, specifications elevations, designs and

sections as well as in compliance of the Master Plan and building regulations as framed by the Falta Special Economic Zone, or other Authority in that behalf within a period of 24 months as well as the fencing around the building and factory at its own costs and shall not make any additions and alterations unless so authorized by the Development Commissioner, Falta Special Economic Zone in writing before hand.

ii) To maintain and observe the Master Plan and Rules and Regulations and by laws of the local authority concerned or any other statutory regulations for the time being in force in any way relating to Public Health and sanitation and shall provide and use sufficient latrines and other sanitary equipment's and arrangements for the labours and workman employed during the processing of the products on the said building and factory on the said demised land in order to keep the said land and its surroundings clean and in good conditions to the entire satisfaction of the Development Commissioner and shall not, without the consent in writing of the Development Commissioner permit any labour or workman to reside upon the said land and in the event of such consent being given shall comply strictly with terms thereof the Development Commissioner, shall have right to effect the maintenance as set out hereinabove and recover such charges from the Lessee afterwards out of the deposits of security money in additions to taking any legal action. The decision of the

Development Commissioner in this respect shall be final and binding on the parties hereto.

iii) To keep the demised land and building constructed thereon clear from all sorts or wastages, garbage causing nuisance of any type and also keep the water and all free from pollution and sufficient protection and preventive measure must be taken so as to avoid any accumulation of water and poisonous gas and other dangerous materials within or around the demised land and building and also to keep adequate safety prevention of fire and corrosive erosion in and around.

iv) Not to make any excavation with such consents of Lessor is done or made within the period of lease, the Lessee shall restore the land to its original position and condition as the same was at the date of licence except normal wear and tear on the expiration of the period of demise at its own costs and expenses.

v) The Lessee shall make good any damage caused to the said plot of land or any building adjoining to it and or indemnify the Lessor against any loss or claims for such damage and decision of the Development Commissioner on such question of damage and quantum of compensation to be charged shall be final and binding on the parties hereto.

vi) The Lessee(s) shall pay in advance the Licence Fee a sum of **Rs.3,87,888.00 (Rupees Three Lac Eighty Seven Thousand eight**

Hundred and Eighty Eight) only, in every quarter to the office of the Development Commissioner, Falta Special Economic Zone at Kolkata, within the first month of each quarter, for which the same is payable at a sum of **Rs. 15,51,550.00 (Rupees Fifteen Lac Fifty One Thousand Five Hundred & Fifty)** only per annum. The Lessee (s) shall be liable to be evicted from the said premises for default of payment of Licence fee as provided hereinbefore and in addition the Development Commissioner reserves the right to take steps for recover the same as arrears as per appropriate law.

A penal interest on arrear Licence Fee shall be payable at the rate of 12% per annum.

vii) The Development Commissioner or its authorized officer shall have the right of access into the land, building and factory of the Lessee for periodic inspection. The Lessee shall also allow person, authorized by the Lessor to inspect repair, maintain and clear the sewer lines and water pipe lines, electric and telephone/telex lines in the demised land and building without any obstruction or hindrance by the Lessee or employees of the Lessee. The Lessee shall with reference to the said demised land and building bear all charges for electricity, telephone/telex and water consumption and shall pay all rents, rates and taxes and other charges payable now or in future within such period during which this lease shall subsist.

viii) The Lessee shall not assign or transfer the demised land and building standing thereon or any part thereof without prior permission of the Lessor in writing. In case of transfer the Lessor shall exercise its rights of redemption and may take over the said demised land and building at valuation made by the Lessor on the basis of the costs of construction of the building less depreciation at the usual rate of the market value thereof which is less. In the event of difference between the parties as to the value of building the matters in dispute shall be referred to the arbitration to two arbitrators one to be appointed by each party with an Umpire. The award of the Arbitrator or Arbitrators or Umpire, as the case may be shall be final and binding on both the parties.

ix) The Lessee shall not have the right to mortgage or charge the lease hold land and the building without the previous consent of the Lessor in writing.

x) The Lessee shall not carry on or allow to be carried on in the demised land any unlawful illegal or immoral activities which may be considered offensive or a source of any annoyance, inconvenience or nuisance in the area surrounding the demised land.

xi) That the Lessee on expiry of the Lease period shall handover peaceful vacant possession of the schedule property, unto and in favour of the Lessor herein, without any objection and/or obstruction thereof.

xii) That the Lessee shall never be entitled to claim any right title interest as owner, in respect of the schedule property.

xiii) That the lessee shall only be entitled to use and enjoy the leasehold interest in the schedule property.

xiv) That as per the Govt. Notification vide No. WB (Part -1) 2004/SAR-9, 45FR and 46FR, both dated 5th January, 2004, the Stamp Duty of this Indenture of Lease is exempted.

xi) The Lease shall stand ipso facto determine without any right to compensation whatsoever to the Lessee in any of the following events that is to say:

a) If the Lessee being an individual or if a firm any partner in the Lessee firm dies or at anytime be adjudged insolvent or any Receiver or Administrator is appointed by the Court when his/their/its constitution is changed or when the firm is dissolved under the Partnership Act or if the Lessee(s) being a Company shall pass a Resolution or the Court shall make an order for the liquidation of its affair or a Receiver or Manager on behalf of the Debenture holder(s) shall be appointed or circumstances shall have arisen which shall entitle the Court or debenture holder to appoint a Receiver or Manager.

b) If the Lessee is not carrying on business in terms of Industrial Licence or Letter of Approval issued by the Government and or the Development Commissioner.

c) If the Lessee at any times fails or neglects to perform or observe any of the terms and conditions and stipulations herein contained provided always that such determination shall not prejudice any right of action claim or remedy which shall have accrued or shall accrue thereafter to the Government more so all property of the Lessee shall remain as first charge with the Development Commissioner, Falta Special Economic Zone.

d) If the Industrial Licence/Letter of Approval is cancelled or revoked by the competent authority.

e) If the Lessee carried/carry out any addition and alteration what has not been approved by the Development Commissioner, Falta Special Economic Zone or neglect to perform or observe any of the terms and conditions covenanted herein on his/their/its part to be observed and performed then and in such case the Development Commissioner may without prejudice to his other rights to action by issuing **30 (Thirty) days Notice** in writing to the Lessee determine the lease and enter upon the said demised land and building and any part thereof and upon such determination the lessee shall peacefully give up possession of the said

demised land without any right to compensation whatsoever and all costs, charges and expenses of and incidental to, the execution of this indenture along with duplicate thereof shall be borne by the Lessee. The Lessor hereby covenants with the Lessee that the Lessee observing and fulfilling all the terms and conditions embodied herein shall hold the demised land for the period under lease and upto period so extended subsequently without any interruption by Lessor or any officer of the Lessor. The Lessor hereby further covenants that Lessee along with the facilities of road transportation and sewer lines and connection shall be provided with facilities of supply of water and electricity and other amenities of telephone/telex etc. as may be available to other Lessees of the Economic Zone and the Lessee shall pay all charges therefor.

Provided always that the Development Commissioner of the Zone shall not be liable for any damage by fire or accident under any Act of God or riots or other unforeseen incidents of any Civil commotion beyond his control. Should any dispute or difference arise concerning the subject matter of these presents or any covenant clause or thing therein contained or otherwise arising out of their lease excluding paragraph (vii) here above as well as interpretation of any condition and covenants herein contained, the same shall be referred to the Board and the decision of the Board shall be conclusive and binding on the parties hereto.

THE SCHEDULE "A" REFERRED TO ABOVE

ALL THAT piece and parcel of land measuring an area of **20150 Sq. mtrs. equivalent to 216895 Square feet**, be the same a little more or less, at Sector - II, within the scheme of the Falta Special Economic Zone, Falta, Village - Nainan, **Mouza Nainan**, J.L. No. 4, comprised of Dag No. 302, 355, 361, 362, 363, 364, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 382, 383, 384, 385, 386, 387, 388, 448, 449, 451 and 1250, Police Station Ramnagar, District: South 24 Parganas, West Bengal, more fully and particularly delineated in the plan annexed hereto with Red Borders, which is butted and bounded as follows:

ON THE NORTH : ROAD.

ON THE SOUTH : VSFT QUILTS & PILLOW PVT. LTD.

ON THE WEST : ROAD

ON THE EAST : PACIFIC JUTE LTD.

IN WITNESS WHEREOF the parties to these presents have hereto
set and subscribed their respective hands and seals the day months and year
first above written.

ON BEHALF OF THE PRESIDENT OF INDIA

Signed by Sri Amar Chandra Ghosh
For Development Commissioner
Falta Special Economic Zone,
Ministry of Commerce & Industry,
Government of India.

AND

Amar Chandra Ghosh
For Development Commissioner
Falta Special Economic Zone
Ministry of Commerce & Industry
Govt. of India

THE LESSEE

Signed Sealed and Delivered
In presence of the Witnesses

1. *Supriya Banerjee*
w/o Sandip Banerjee
113, old Post office Street -
Kolkata - 700001.

For VIKRAM SOLAR PVT. LTD.

Krishna K. Maslore
Director

2. *Bhaskarmoy Dey*
sp. Mr. A.K. Dey
8, Ananta Lal Bose Street
Kolkata - 700005

Prepared in my Office :

Vaswati Banerjee
CHAKRABORTY & BANERJEE,
Advocates & Legal Consultants,
141/33, P.G. Hossain Shah Road,
Police Station Jadavpur,
Kolkata 700 032.
Mobile: 9830630603/9051230156.