THIS INDENTURE OF SALE made on this 11th Day of February 2011... BETWEEN WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD, a Govt. of West Bengal Company incorporated under the Companies Act, 1956 (Act 1 of 1956) and the Planning Authority, as appointed by the State Government vide order...
**Government of West Bengal**  
**Department of Finance (Revenue), Directorate of Registration and Stamp Revenue**  
**Office of the A. R. A. - II KOLKATA, District- Kolkata**  
**Signature / LTI Sheet of Serial No. 01584 / 2011**

### I. Signature of the Presentant

<table>
<thead>
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<th>Name of the Presentant</th>
<th>Photo</th>
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### II. Signature of the person(s) admitting the Execution at Office

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**Name of Identifier of above Person(s)**
Debraj Giri  
High Court, Kol, District :- Kolkata, WEST BENGAL, India, P.O. :-

**Signature of Identifier with Date**
Debraj Giri
11.02.11

(Sudhakar Sahu)  
ADDL. REGISTRAR OF ASSURANCES-II  
Office of the A. R. A. - II KOLKATA

Page 1 of 1  
11/02/2011
Government Of West Bengal
Office Of the A. R. A. - II KOLKATA
District: Kolkata

Endorsement For Deed Number : I - 01747 of 2011
(Serial No. 01584 of 2011)

On

Payment of Fees:

On 11/02/2011

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23,5 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash
Rs. 0/-, on 11/02/2011

Amount by Draft
Rs. 3300080/- is paid, by the draft number 734198, Draft Date 11/01/2011, Bank Name State Bank of India, Mumbai Main Branch, received on 11/02/2011

(Under Article : A(1) = 3299989/-, E = 7/- , I = 55/- , M(a) = 25/- , M(b) = 4/- on 11/02/2011)

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.-300000000/-

Certified that the required stamp duty of this document is Rs.- 18000010/- and the Stamp duty paid as:
Impressive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 18000010/- is paid, by the draft number 734197, Draft Date 11/01/2011, Bank Name State Bank of India, Mumbai Main Branch, received on 11/02/2011

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

Presented for registration at 14.43 hrs on :11/02/2011, at the Office of the A. R. A. - II KOLKATA by Ravinder Arora, one of the Claimants.

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

Execution is admitted on 11/02/2011 by

1. Ravinder Arora
Authorised Signatory, M/s Bharti Realty Ltd, New Delhi, 1, Nelson Mandela Road, Vasant Kun J. Phase
I I, DELHI, India, P. O. - Pin :-110070.
 By Profession : Business

(Sudhakar Sahu)
ADDL.Registrar of Assurances - II
2. Manish Lamba
   Authorised Signatory, Bharti Realty Ltd, New Delhi, 1, Nelson Mandela Road, Vasant Kunj, Phase I
   I, DELHI, India, P.O. :- Pin :-110070.
   By Profession : Business

3. Ravinder Arora
   Authorised Signatory, Rajarhat I T Park Ltd, New Delhi, 1, Nelson Mandela Road, Vasant Kunj, Phase I
   I, DELHI, India, P.O. :- Pin :-110070.
   By Profession : Business

4. Manish Lamba
   Authorised Signatory, Rajarhat I T Park Ltd, Phase I , New Delhi, 1, Nelson Mandela Road, Vasant
   Kunj, DELHI, India, P.O. :- Pin :-110070.
   By Profession : Business

   Identified By Debraj Giri, son of -, High Court, Kol, District:-Kolkata, WEST BENGAL, India, P.O. :-
   By Caste: Hindu, By Profession: Advocate.

Admission Execution (for exempted person)

1. Execution by Nairanjan Bhattacharjee
   who is exempted from his personal appearance in this office under section 88 of Registration Act XVI of
   1908, is proved by his seal and signature.

   ( Sudhakar Sahu )
   ADDL. REGISTRAR OF ASSURANCES-II

11/02/2011 15:43:00
No 1490-HI/HGN/NTP/IM-1/98 dated 14th September, 1999, in respect of the Planning Area declared as such under Notification NO 1423/HI/HGN/NTP/IM-1/98 dated 27th August, 1999, hereinafter referred to as the WBHIDCO Ltd. having its registered office at Salt Lake Stadium Complex, Gate No. 3, Sector – III, Salt Lake, Kolkata – 700098, represented by the Managing Director or Joint Managing Director/General Manager (Administration)/Additional General Manager (Administration)/ Additional General Manager (Marketing) of the said State Govt. company who is so authorized by the Managing Director for the purpose of execution of this Indenture, hereinafter referred to as the VENDOR (Which expression shall include its executors, administrators and successor-in-office and assigns) of the ONE PART AND M/s BHARTI REALTY LIMITED, a Public Company within the meaning of the Companies Act, 1956, having its Registered office at BHARTI CRESCENT, I Nelson Mandela Road, Vasant Kunj, Phase II, New Delhi 110070, hereinafter referred to as “THE CONFIRMING PARTY” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its subsidiaries, associate, successors and assigns) of the Second Part and RAJARHAT IT PARK Limited, a wholly owned subsidiary Company (within the meaning of the Companies Act, 1956) of the CONFIRMING PARTY having its Registered office at BHARTI CRESCENT, I Nelson Mandela Road, Vasant Kunj, Phase – II, New Delhi – 110070 (hereinafter referred to as “THE PURCHASER”) which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its subsidiaries, associated companies, successors and assigns) of the Third Part.

WHEREAS although the VENDOR has a statewide mandate to provide larger supply of developed lands, the immediate focus area has been limited to the development of a planned town (hereinafter called the New Town, Kolkata) and the State Government in the Housing Department on behalf of the VENDOR has acquired lands in the Districts of North 24-Parganas and South 24-Parganas and has
transferred such lands to the VENDOR conferring on the VENDOR the entire responsibilities of developing the infrastructure services therein and also the power to transfer lands by way of sale or lease to the individual persons, Cooperative Housing Societies, Corporate Bodies as well as Statutory Authorities as the case may be in order to develop New Town as a major hub for residential, commercial, institutional and cultural purposes etc.

AND WHEREAS M/s BHARTI REALTY PRIVATE LIMITED, The then company incorporated under The Companies Act, having its registered office at plot no. 47, Udyog Vihar, Phase IV, Gurgaon, 122015 Haryana prior to its being changed to BHARTI REALTY LIMITED, the CONFIRMING PARTY hereof at the instance of M/s BHARTI AIRTEL LTD. the original allottee applied for change of allotment in its favour for purchase of a piece and parcel of land in the New Town, Kolkata so as to enable it to erect a building thereon for setting up of their Eastern Hub campus involving West Bengal and other Eastern states for accommodating office, R & D center, IT facilities, call center, Mobile switching center, Training center, ground based Tower and high tech telecom infrastructure facilities after complying with all formalities for allotment of such land by the VENDOR.

AND WHEREAS the VENDOR allotted the land measuring 16,189 sq. m. (4 acres) fully described in the schedule hereinafter written, to the said BHARTI REALTY PRIVATE LTD. for the purpose of setting up of their Eastern Hub campus involving West Bengal and other Eastern states for accommodating office, R & D center, IT facilities, call center, Mobile switching center, Training Center, ground based Tower and high tech telecom infrastructure facilities.

AND WHEREAS the said BHARTI REALTY PRIVATE LTD. after complying all legal formalities provided under the Companies Act, 1956 was

\[\text{Signature}\]

\[\text{Date}\]
permitted by the Registrar of Companies, Government of India, Ministry of Corporate Affairs & National Capital Territory of Delhi and Haryana on 11th May, 2009 to be changed to M/s BHARTI REALTY LIMITED, and the said CONFIRMING PARTY eventually formed a Special Purpose Vehicle (SPV) Company under the name and style RAJARHAT IT PARK LIMITED, as its wholly owned subsidiary Company (The PURCHASER) duly incorporated under the Companies Act, 1956 with effect from 15th July, 2009; and on the request of the said CONFIRMING PARTY for transferring the allotment of the land as aforesaid to its wholly owned subsidiary co. that M/S RAJARHAT IT PARK LIMITED which is the PURCHASER here in this deed, the VENDOR has agreed to allot the said land to the PURCHASER instead of M/s BHARTI AIRTEL LTD. for the same purpose of setting up of their Eastern Hub campus involving West Bengal and other Eastern states for accommodating office, R & D center, IT facilities, call center, Mobile switching center, Training Center, ground based Tower and high tech telecom infrastructure facilities on the Confirming Party having given an undertaking in the form of its Board’s Resolution that the Confirming Party will remain obliged to provide full financial and other necessary support to the Purchaser with regard to the commitment to the VENDOR and implementation of the project. The Confirming Party further assures that the Confirming Party will remain equally accountable/responsible for timely implementation of the project on the said land.

Now this INDENTURE WITNESSETH that in consideration of the purposes for which the land hereinafter referred to and mentioned in the schedule hereunder written is required by the PURCHASER and in consideration of a sum of Rs. 30,00,00,000/- (Rupees Thirty crores) only paid by the PURCHASER the receipt whereof the VENDOR doth hereby admit and acknowledge and in consideration of the fact that the PURCHASER has taken inspection of such land and has satisfied itself as to the conditions and description of such land and also as to the amenities and facilities appertaining to such land as to the nature, scope and extent of benefit or
interest provided by the VENDOR, the VENDOR doth for primary use as was considered during allotment i.e. for accommodation of office building, IT facilities, Call Center and principally for transaction of Information Technology, Information Technology enabled services business hereby sell, grant, convey and transfer unto the PURCHASER such land more fully described and mentioned in the schedule hereunder written hereinafter referred as the said demised land TO HAVE AND TO HOLD the demised land hereby granted, transferred and conveyed expressed or otherwise assured or intended to the use of the said PURCHASER absolutely and for ever subject to the terms and conditions covenanted hereinbelow.

THE CONFIRMING PARTY HEREBY COVENANT WITH THE VENDOR as follows:

1. The CONFIRMING PARTY being the parent body in relation to the PURCHASER subsidiary Company hereby assured that the objective of the PURCHASER in respect of the demised plot of land shall remain for primary use as was considered during allotment i.e. for accommodation of office building, IT facilities, Call Centers and principally for transaction of Information Technology, Information Technology enabled Services business.

2. The CONFIRMING PARTY shall go on keeping themselves concurrently liable for all financial commitments, timely completion of the project as the same were originally considered and approved by the Board of Director of the VENDOR.

3. The demised plot of land shall be utilized exclusively for the purpose of fulfilling the objective mentioned in clause 1 above.

[Signature]

[Signature]
4. The CONFIRMING PARTY also unconditionally undertakes that the PURCHASER shall not utilize the plot of land and building constructed thereon or any part thereof for any purposes other than clause 1 above.

I. The PURCHASER hereby covenants with the VENDOR as follows:

1. The PURCHASER shall preserve the boundary pillars provided in the demised land.

2. a) The PURCHASER shall use the said demised land primarily for the purpose of setting up IT & ITeS at the cost of the PURCHASER in conformity with the Building Rules and Regulations as applicable in New Town, Kolkata and other Rules and Regulations as prescribed or framed from time to time for the New Town, Kolkata and according to plans, specifications, elevations, designs and sections sanctioned by the VENDOR or other statutory authority and with such condition as the VENDOR or such authority may decide and not to use the said demised land for any purpose other than setting up of their office building, IT facilities, call center so as to constitute the principal use as “IT & IReS” (information technology and IT enabled services).

b) The PURCHASER shall be at liberty to lease out or grant licence to others for any purpose relating to IT/ITeS business under the laws for the time being in force.

c) The land will be used strictly for the primary use as was considered during allotment i.e. for accommodation of office building, IT facilities, Call Centers and principally for transaction of Information Technology, Information Technology enabled services business.
3. The PURCHASER shall not make any excavation in the land nor remove any earth/ subsoil therefrom in contravention of provisions of any Act and Rule of the land use management and if made with the prior permission of the Competent Authority, regard shall be had so that the surrounding plots and common areas possessed by the VENDOR are not disturbed in any way.

4. The PURCHASER shall not alter the location of sewer / water connection lines except prior approval of the VENDOR, which shall not normally be allowed for the sake of greater interest of the project area.

5. The PURCHASER shall be liable to make all payments towards taxes, fees, rates, any other imposition etc. that may be levied by any local authority in future with effect from date of present conveyance.

6. The VENDOR shall remain indemnified against any such claims / dues payable by the PURCHASER.

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

8. The PURCHASER shall allow any person authorized by the VENDOR to inspect, maintain and construct / reconstruct the sewer lines and water meter, storm-water drains and other utility services or to do any other work in connection therewith within the plot without any obstruction or hindrance by the PURCHASER.
9. The PURCHASER shall pay and discharge all existing and future rates, taxes, other impositions, charges and enhancement, if any, of land value on the date of purchase in respect of the said demised land and structure to be erected thereon which as and when determined by any Competent Authority to be payable by the PURCHASER thereof to such authority under the provision of law for the time being in force.

10. The PURCHASER shall pay and continue to pay service charges to the VENDOR for providing the services as covenanted herein within the New Town. The VENDOR will assess and decide the periodical service charge to be paid by the purchaser from time to time.

11. The PURCHASER shall keep the VENDOR indemnified against any and all claims for damage which may be caused to any adjoining buildings or other premises in consequence of the execution of its aforesaid construction works and also against all payments whatsoever which during the progress of the work, may become payable or be demanded by any local authority or authority in respect of the same works or of anything done under the authority herein contained.

12. The PURCHASER is liable to compensate for any damage caused by him/her to the infrastructure of any kind provided by the VENDOR.

II. The VENDOR hereby covenants with the PURCHASER as follows:

1. The VENDOR is absolutely seized and possessed of the land more specifically described in the schedule hereunder.

[Signature]

[Signature]
2. The VENDOR has indefeasible right to transfer the plot of land to the PURCHASER by way of sale subject to the terms and conditions stipulated herein.

3. The PURCHASER observing, performing, fulfilling and discharging all the responsibilities covenanted herein shall peaceably hold and enjoy the demised land without any interruption by and from the VENDOR or its agents or representatives whosoever.

4. The PURCHASER shall be provided with all facilities in regard to sewer connections, water supply, roads and other amenities as may be available to other similar purchasers in respect of similar other plots of lands of Newtown, Kolkata. Facilities of services such as roads, sewer drainlines and waterlines will be made available at the peripheral roads (where such lines have been taken as per planning abounding the demised premises) from which connection will be taken by the PURCHASER at his / her / their own cost.

5. At the event the PURCHASER fail and neglect to maintain, observe and fulfill any or all terms and conditions covenanted by them the VENDOR shall subject to prior written communication to the PURCHASER, acquire the entire plot of land by operation of appropriate law for the time being in force.

[Signature]

[Date]
Schedule

ALL THAT piece and parcel of land measuring about 16,189.00 Sq. Metre be
the same or little more or less being (plot no. IIC/1) in Block No. IIC) Street No.
4444 (MAR . NE) situated in New Town, Kolkata, Police Station. – New Town
(Erstwhile Rajarhat), District: North 24 parganas presently in the Panchayat area
situated in Mouza Recjuani, J I. No. 13 under Gram Panchayat.-Rajarhat-Bishnupur-I

Bounded and bounded as follows:

ON THE NORTH : Street No. 657 (20m. Road)
ON THE SOUTH : Plot No. III C/2
ON THE EAST : Street No. 642 (20m. Road)
ON THE WEST : Street No. 4444 (Major Arterial Road, Nl: 59m. Road)
IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribed their respective hands the day, month and year first above written.

AGM (MARKETING)
W. B. HOUSING INFRASTRUCTURE DEV. CORPN. LTD.

SIGNED, SEALED AND DELIVERED BY
FOR AND ON BEHALF OF THE
WEST BENGAL HOUSING
INFRASTRUCTURE DEVELOPMENT
CORPORATION LTD.

IN PRESENCE OF

1) Shyamendra Banerjee
   Asstt. Admin. Officer
   W. B. HILDCO.

2) Ashit Kumar Saha
   Asstt. Admin. Officer
   W. B. HILDCO.

For BHARTI REALTY LIMITED

Authorized Signatory

RAVINDE ARORA-1 (MANISH CAMDA).

SIGNED, SEALED AND DELIVERED BY for
and on behalf of the Confirming Party

IN THE PRESENCE OF

1. Chandrashekhar Saraf
   Advocate
   17th Floor, Gungtore Building,
   1/1, 8th Flr Office Street
   Kolkat - 700001

2. Dipesh Ranjan Ghosh
   6, 11th Flr. 1st Road, Kol-31.

For Rajarhat IT Park Limited

Authorized Signatory

RAVINDE ARORA-1 (MANISH CAMDA).

SIGNED, SEALED AND DELIVERED
BY THE ABOVE NAMED PURCHASER

IN THE PRESENCE OF WITNESSES:

1. Chandrashekhar Saraf
   Advocate
   17th Floor, Gungtore Building,
   12th Floor, Office Street
   Kolkat - 700001

2. Dipesh Ranjan Ghosh
   6, 11th Flr. 1st Road, Kol-31.

Drafted by WBBICO 234.
**SPECIMEN FORM FOR TEN FINGER PRINTS:**

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</table>

**Photo:**

**RAVINDRA MRAH:**

**PHILIP LASHIE:**

**Photo:**
Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 7
Page from 5010 to 5027
being No 01747 for the year 2011.

(Sudhakar Sahu) 18 February 2011
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A. R. A. - II KOLKATA
West Bengal