

Deed NO 9696/12 DSK-III Alipore



पश्चिम बंगाल WEST BENGAL

59AA 114952

10823 / 5320 → 18192

COST OF FEES

F(i)
F(ii)
G(a) 218.00
G(b)
Plan
Xerox
Stamp 10.50
C.F.S. 10.00
Total



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

18 OCT 2012

10127

VC-3068/534 09.08.12 1-09696/12



F 729656

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

1928/12
 16/01/12
 4.10/12


Certified that the document is admitted to registration. The signature sheets and the endroement sheets attached with the document are the part of this document.

[Signature]
 District Sub-Register-III
 Alipore, South 24-parganas
 17.10.2012

DEED OF LEASE

THIS DEED OF LEASE made this the 3rd day of August, Two
 Thousand and Twelve

BETWEEN
[Signature]


Government of West Bengal
Office Of the D.S.R. - III SOUTH 24-PARGANAS
District:-South 24-Parganas
Endorsement For Deed Number : I - 09696 of 2012
(Serial No. 10127 of 2012)

On

Payment of Fees:

On 16/10/2012

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

Presented for registration at 16.10 hrs on :16/10/2012, at the Private residence by Sanjay Sureka
Claimant

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

Execution is admitted on 16/10/2012 by

1. Anetan Jain
Director, Concast Exim Ltd., 21, Hemanta Basu Sarani, Kolkata, Thana:-Hare Street, P.O.
District:-Kolkata, WEST BENGAL, India, Pin :-700001.
By Profession : Business

2. Sanjay Sureka
Director, Concast Infrastructure Pvt Ltd., 8, Bentinck Street, Kolkata, Thana:-Hare Street P.O.
District:-Kolkata, WEST BENGAL, India, Pin :-700001.
By Profession : Business

Identified By Anath Nath Bhattacharjee, son of . . . High Court, Kolkata, Thana:-High Court Calcutta
P.O. - , District:-South 24-Parganas, WEST BENGAL, India, Pin :-700001. By Caste: Hindu, By
Profession: Advocate.

Admission Execution(for exempted person)

1. Execution by Sahidul Islam

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.

(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS

On 17/10/2012

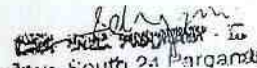
Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A
Article number : 4, 63 of Indian Stamp Act 1899.

Payment of Fees:

Amount by Cash




District Sub-Registrar - III
South 24 Parganas

(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
EndorsementPage 1 of 2

17/10/2012 14:17:00



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

Endorsement For Deed Number : I - 09696 of 2012
(Serial No. 10127 of 2012)

Rs. 0.00/- on 17/10/2012

Amount by Draft

Rs. 10575875/- is paid, by the Bankers cheque number 911720, Bankers Cheque Date 16/10/2012,
Bank Name State Bank of India, COMMERCIAL BRANCH KOLKATA, received on 17/10/2012

Under Article : A(1) = 10575829/- , E = 14/- , H = 28/- , M(b) = 4/- on 17/10/2012)

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.-96,14,40,000/-

certified that the required stamp duty of this document is Rs.- 67300820 /- and the Stamp duty paid is
impressive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty Rs. 67300820/- is paid, by the Bankers cheque number 911719, Bankers Cheque
Date: 16/10/2012, Bank Name State Bank of India, COMMERCIAL BRANCH KOLKATA, received on
17/10/2012

(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS

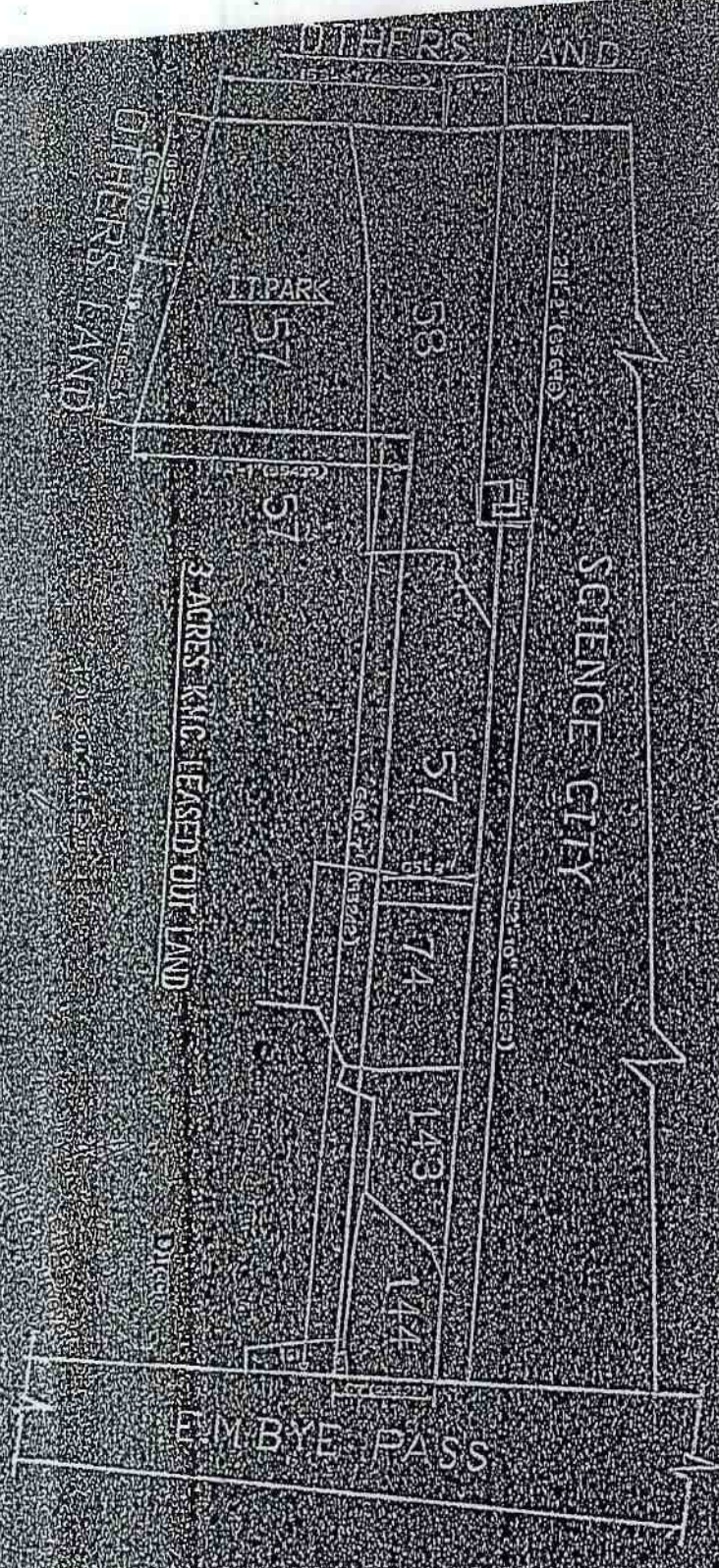


(Signature)
District Sub-Registrar-III
South 24 Parganas

(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
EndorsementPage 2 of 2

17/10/2012 14:17:00

PLAN OF LANDS OF THE KINGDOM OF SWITZERLAND MEASURING 2 ACRES MORE OR LESS AT BOHZA WERRA (AREA 21 0077)
 IN JACOBSON SOUTH EAST PROVINCE
 ALL RIGHTS RESERVED



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THE KOLKATA MUNICIPAL CORPORATION, a statutory body constituted under The Kolkata Municipal Corporation Act, 1980 having its head office at 5, S. N. Banerjee Road, Kolkata, hereinafter referred to as the "LESSOR" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and assigns) of the FIRST PART

AND

CONCAST INFRASTRUCTURE PRIVATE LTD, a company incorporated under the Companies Act, 1956, and having its registered office at 8, Bentinck Street, Kolkata - 700 001 hereinafter referred to as the "LESSEE" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and assigns) of the SECOND PART

AND

CONCAST EXIM LTD, a company incorporated under the Companies Act, 1956, and having its registered office at 21, Hemanta Basu Sarani, Kolkata - 700 001, hereinafter referred to as the "CONFIRMING PARTY" (which expression shall unless excluded by or repugnant to the subject or

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context be deemed to mean and include its successors and assigns) of the

THIRD PART

WHEREAS :

A. The Lessor is the absolute owner of and/or seized and possessed of and/or otherwise well sufficiently entitled to All That a plot of land comprised in C.S. Dag No. as mentioned in detail in the Plot Schedule in Mouza Purba Topsia, J.L. No. 7, Police Station Tiljala, District South 24 Parganas containing an area of 2 Acres more or less, fully described in the Schedule hereunder written and delineated in the map or plan hereto annexed and thereon bordered red and hereinafter referred to as the "said plot" (lying on the western side of Eastern Metropolitan Bypass and adjacent to Science City, Kolkata). The said plot of land is part of a 5 acre plot of land that was relinquished by the National Council of Science Museums to the Lessor in terms of resolution of the Mayor-in-Council of the Lessor in respect of item no. MOA-79.5 dated 7th September 2007 and by virtue of a deed of surrender executed on 17th February 2009.

B. The Mayor-in-Council of the Lessor, at its meeting held on 10th August, 2011, vide Item No. MOA-20.4, resolved inter alia:-

i) That the proposal of Jt. Municipal Commissioner (Dev) regarding allotment of 2-acre land on E.M. Bypass on lease through open tender, as

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described in detail in the Agenda Note, be taken up for consideration and be approved.

ii) That the 2 Acres plot of land adjacent to Science City, Kolkata that was earlier earmarked for setting up of IT Park, be leased out for a period of 99 years renewable for an additional period of 99 years on mutually agreed terms and conditions.

C. Bids were invited by the Lessor for long term lease of the said plot on various terms and conditions contained in its Request For Proposal dated 11th December, 2011 that was posted on the Lessor's official web-portal and also publishing various News Papers on 11th day of December, 2011.

D. At the conclusion of the bidding process, the Lessee was declared to be the highest bidder to obtain a lease of the said plot by the Lessor by its letter No. 198/PPP/11-12 dated 18th January 2012 and the Lessee was called upon to comply with the terms and conditions of the offer and for grant of a lease thereof.

E. The Lessor had in the meantime, placed the matter for consideration before its Mayor-in-Council and the Mayor-in-Council in its meeting dated 18th January 2012 in respect of Item No. M-26.1 recommended for approval of the Corporation the proposal regarding allotment of the said plot to the Lessee and the Mayor-in-Council resolved inter alia, as follows:-



i) That the proposal of Jt. Municipal Commissioner (D) regarding allotment of 2-acre land on E.M. Bypass on lease through open tender, as described in detail in the Agenda Note, be taken up for consideration and be approved.

ii) That the details of bids received in this connection is given below:

Sl. No.	Name of Bidder	Address	Quoted Price (Rs in crores)
1	Concast Exim Ltd	21, Hemanta Basu Sarani, Suit Nos. 511 & 512, Kolkata - 700 001	96.00
2	Stanley Merchants Pvt Ltd	P-95, Lake View Road, Kolkata - 700 029	85.51
3	Polmann Indial Ltd	184-B, Maker Tower 'E', 18 th Floor, Cuffe Parade, Mumbai - 400 005	63.00

iii) That the matter of leasing out the plot of land measuring 2 acres, more or less, adjacent to Science City, Kolkata to the highest bidder Concast Exim. Ltd. for a period of 99 years renewable for an additional period of 99 years on mutually agreed terms and conditions, on the expiry of the initial period, subject to payment of the lease premium of Rs.96.00 crore (Rupees Ninety Six Crore Only) is approved.

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- F. The said recommendation of the Mayor-in-Council was approved by the Corporation at its meeting held on 31st January 2012, vide agenda no. 21 and item no. 16.
- G. The Lessee has in terms of the said letter dated 18th January 2012 of the Lessor, paid to the Lessor the entire consideration or premium of a sum of Rs. 96,00,00,000/- (Rupees Ninety Six Crore Only) for lease of the said plot in the following manner:

Sl. No.	TR No.	TR Date	Amount (Rs)
1	0207110	10/02/12	1,00,00,000/-
2	0430800	05/03/12	48,00,00,000/-
3	0518936	18/04/12	47,00,00,000/-
			96,00,00,000/-

Eventually, on being informed by the Chief Valuer & Surveyor's Department of the Lessor that the actual area of the said plot is 2.003 acres, the Lessor requested the Lessee vide memo no. 122/PPP/12-13 dated 3rd August 2012 to pay the pro rata premium for the excess 0.003 acres of land i.e. Rs 14,40,000/- (Rupees Fourteen Lakhs Forty Thousand Only) and the Lessee, accordingly, paid to the Lessor the said amount of Rs 14,40,000/- (Rupees Fourteen Lakhs Forty Thousand Only) against TR No. 0281885 dated 08/08/12.

- H. The Lessee has after necessary investigation satisfied itself of the title of the Lessor in respect of the said plot and its right to grant a lease thereof to the Lessee on the terms herein contained and has agreed not to put or raise any requisition or objection thereto in future provided however it shall always be the obligation of the Lessor to ensure a marketable title and to cure any defect.

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- I. The Lessee and Lessor have caused joint survey and measurement of the said plot and the Lessee has on 11th May, 2012 been put in vacant and peaceful possession of the said plot, to its satisfaction.
- J. M/s Concast Exim Ltd., vide their ref. no. CEL/KMC/11-12/02 dated 03/03/12 informed the Lessor that the Concast Group of Companies have floated Concast Infrastructure (P) Ltd. as one of their companies dealing in real estate business and that both Concast Exim Ltd. and Concast Infrastructure (P) Ltd. are Group Companies with the same CMD viz. Mr. Sanjay Sureka. Citing these grounds, M/s Concast Exim Ltd. requested the Lessor to issue the letter of allotment in favour of M/s Concast Infrastructure (P) Ltd. instead of M/s Concast Exim Ltd.
- K. The Lessor referred the matter to the Ld. Government Pleader, Government of West Bengal for his valued opinion.
- L. On careful consideration of the matter, the Government Pleader, Government of West Bengal offered his valued opinion dated 25th June 2012 to the Lessor.
- M. The Mayor-in-Council of the Lessor, at its meeting held on 29th June, 2012, vide Item No. MOA-36.1, resolved inter alia:-
- i) That the proposal of Jt. Municipal Commissioner (Dev) in respect of execution of lease deed for 2-acre land adjacent to Science City, Kolkata be taken up for consideration.
 - ii) That in view of the valued opinion of Sri Asoke Kumar Banerjee, Ld. G.P., Government of West Bengal, lease agreement for the 2-acre land



adjacent to Science City, Kolkata be executed between KMC and M/s. Concast Infrastructure (P) Ltd. with M/s Concast Exim Ltd., the highest bidder, as the confirming party.

N. The Lessor has now agreed to grant to the Lessee a lease of all that the said plot on the terms and conditions hereinafter contained.

NOW THIS DEED WITNESSETH THAT in pursuance of the said agreement and in consideration of the sum of Rs. 96.00 Crore (Rupees Ninety Six Crore Only) paid by the Lessee to the Lessor before the execution of these presents, the receipt whereof the Lessor doth hereby admit and acknowledge and in consideration of the annual ground rent hereby reserved and the performance of the terms, conditions and covenants on the part of the Lessee as contained herein, the Lessor doth hereby grant and demise unto the Lessee ALL THAT the pieces and parcels of land containing an area of 2 Acres, more or less situate lying at and comprised in J. L. No. 7, Mouza Purba Topsia, Police Station Tiljala, District South 24 Parganas fully described in the Schedule hereunder written and delineated in the map or plan hereto annexed and thereon bordered red and hereinafter referred to as the "demised plot" TOGETHER WITH all ways, paths, passages, lights, drains, water courses, easements, rights, advantages and appurtenances whatsoever and howsoever to the demised plot belonging or therewith held or enjoyed for the beneficial use and enjoyment of the demised plot TO HAVE AND TO

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HOLD the demised plot UNTO THE LESSEE for a period of 99 years commencing from the date of delivery of possession of the demised plot to the Lessee on 11th May, 2012 and expiring on 10th May, 2111 with an option on the part of the Lessee for renewal of the lease for one further period of 99 years on the expiry of the term of these presents YIELDING AND PAYING therefore unto the said Lessor annual ground rent of Re.1/- (Rupee One only) per cottah or part thereof comprised in the demised plot and on the terms and conditions hereinafter contained.

2 THE LESSEE HEREBY AGREES AND COVENANTS WITH THE LESSOR AS FOLLOWS: -

2.1 To pay to the Lessor the yearly rent of Re. 1/- (one) per cottah or part thereof of the demised plot, by the 15th day of January of the year for which the same is payable without any delay, default or abatement whatsoever.

2.2 To pay all present and future taxes (including property tax as per the assessment and annual valuation); rates, fees (including building sanction fees), cesses and other impositions of every description in respect of the land and the structures thereon which are or may be assessed to be payable by the owner or occupier thereof presently or in future and all increases thereof to any authority/authorities during the period of the lease and keep the Lessor saved and harmless in that respect.

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- (b) Civil commotion
- (c) Order of restraint from any court
- (d) Any other circumstances beyond the control of Lessee

2.4 To adhere to comply with and follow all applicable laws, rules and regulations for construction and the use enjoyment and possession of the demised plot [including but not limited to the Land Use Development and Control Plan (LUDCP) of KMDA for Eastern Fringe of Kolkata Municipal Corporation (KMC/Lessor) Area and the KMC Building Rules, 2009] and to be solely answerable and responsible for all breaches and/or defaults in compliance thereof. The Land falls under Development zone "R" and according to the said plan, the following buildings are prohibited

A) New industrial building or extension of existing industrial building except for those industries listed in schedule - II of the land use and Development control plan.

B) Hazardous building.

C) New Mercantile (wholesale) building and extension of existing mercantile (wholesale) building.

D) Khatahs

2.5 To comply with at all times, all applicable laws, rules and regulations for carrying on its activities from the plot and to keep the lessor saved harmless and indemnified for all losses claims and demands

23 To apply for sanction of building plan for construction on the demised plot within 12 (twelve) months from the date of handing over of possession of the plot by the Lessor to the Lessee and to complete construction within a period of 36 (thirty six) months from the date of receipt of building permit and / or sanction. In case of non-completion of the building including sanctioning procedure with 48 months from the date of handing over of possession of the plot by the Lessor (i.e. 12 months for sanctioning and 36 months for completing the building including obtaining the Occupancy Certificate after getting all clearances from various statutory bodies such as West Bengal Fire & Emergency Services, West Bengal Pollution Control Board, Government of West Bengal, etc., as may be applicable), the Lessor shall be entitled to claim liquidated damages from the Lessee @ Rs. 5,00,000/- for every month of delay over and above the said period of 48 (forty eight) months. The Lessor shall also be entitled to forfeit the lease and forfeit 50% of the premium paid by the Lessee to the Lessor and the Lessee shall be entitled to refund of the balance 50% of the premium without interest, upon such forfeiture and restoration of possession on as is where is basis or as may be deemed fit by the Lessor at the material time.

Provided however it has been agreed by and between the parties hereto that the Lessee shall not be regarded in breach of any of the terms and conditions if the Lessee is prevented:

A) By an act of God



which the Lessor may suffer or be put to by reason of any breach or alleged breach of the aforesaid covenant.

2.6 To obtain at its own cost all permissions and licences that may be necessary for its activities on the demised plot and observe and perform all laws, rules and regulations which may be required to be observed and performed by it, at its own costs and responsibility keeping the Lessor saved harmless and indemnified in this regard.

2.7 To arrange for and establish a scientific process for the collection of garbage, refuse and sewage generated from the demised plot in accordance with applicable law, rules and regulations.

2.8 To install necessary pollution control equipments and facilities and to obtain necessary periodical clearances in this regard from applicable authorities.

2.9 To ensure that quality of effluents, if any, generated from the demised plot shall conform to the norms laid down by the West Bengal State Pollution Control Board and the Lessor and to discharge all effluents in accordance with applicable laws, rules and regulations.

2.10 To keep the demised plot clean and free from all sorts of nuisance and not to allow accumulation of water which is or can be a health risk or unhygienic, on it at any time.



2.11 To keep all structures to be erected on the demised plot in good and tenantable repair and condition.

2.12 To take necessary precautions towards fire safety and carry out regular maintenance and replacement of electrical wirings installations and appliances.

2.13 To insure the demised plot and all structures to be constructed thereon for adequate value and to keep the same adequately insured for the entire term of the lease against such risks as are normally insured against.

2.14 The Lessee shall at all times during the said term upon receipt of reasonable previous notice in writing considering the nature of business of the Lessee, allow the Lessor its agents and servants to enter into and upon the demised plot and view the condition thereof and give or leave notice of any defect in such condition and notwithstanding that such defect may not have been caused by any act or default on the part of the Lessee its agents and servants, the Lessee shall be liable to make good the same within 15 days after such notice shall have been given or left.

2.15 To make regular payments for consumption of electricity, water and other services supplied to the demised plot and to keep the Lessor saved and harmless in this regard. In the event there are any amounts outstanding with respect of water and electricity consumed for the

demised plot on the expiry or sooner determination of this Lease Deed, the Lessee shall make payments for the same to the concerned authority.

2.16 The Lessee will be entitled to mortgage its leasehold interest in the demised plot to banks, financial institutions or companies only for raising construction finance without however foisting any liability on the Lessor. The Lessee shall always indemnify and hold the Lessor indemnified and harmless of any demand or claim arising out of such mortgage.

2.17 Not to sub-divide the demised plot into smaller plots of land under Lease.

2.18 The Lessee will be entitled to sublease, sublet and/or grant usage rights of constructed spaces of built up areas of the building proposed to be constructed on the land together with such other rights as are customarily granted in connection with such sub lease and/or other grant without the need of any consent from KMC provided however that the lessee shall have to submit to KMC annually or at shorter intervals as may be fixed by KMC, particulars of occupants of the building, and terms and conditions on which spaces are in possession of third parties and/or business as and being carried on by such third parties from various areas of the building within the stipulated period of the lease.

2.19 Not to remove any earth from the demised plot for any purpose other than for the purpose for which the land is settled, which earth should

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be used for re-filling of trenches excavated for construction and not to cause any damage or depreciation to the demised plot.

2.20 Not to carry on or permit to be carried on or committed in the demised plot or any part thereof any offensive noisy or dangerous trade business manufacture or occupation nor use the same or allow the same to be used for any illegal or immoral activity or any activity contrary to law or offensive or which is a cause of nuisance disturbance annoyance or inconvenience to its neighbours.

2.21 Not to keep any heavy articles on the floors of the structures to be erected on the demised plot nor bring in or store or allow to be brought in or stored in the demised plot any inflammable combustible or explosive substance or any hide, skin or other articles likely to injure or damage the demised plot and/or the structures to be constructed thereon and not to do or allow to be done on the demised plot anything that may deteriorate the value of the demised plot or injure the same in any way, except in accordance with law.

2.22 Not to allow the demised plot or any construction thereon or any part thereof to be used as a place of public worship or burial and not allow any shrine, temple, mosque, church or any other kind of place of worship to be erected thereon or any part to be used for the said purposes.

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2.25 At the expiry or sooner determination of the term of these presents, to peaceably make over and surrender to the Lessor the demised plot and all structures thereon or to be erected thereon, in good condition, reasonable wear and tear by use thereof excepted, without any claim or demand for compensation in respect of the demised plot and/or the structures thereon or to be erected thereon.

3 THE LESSOR HEREBY COVENANTS WITH THE LESSEE THAT the Lessee regularly and punctually paying the rent hereby reserved and observing and performing all covenants on its part herein contained to be paid observed and performed may hold and enjoy the demised plot with all constructions thereon or to be erected thereon during the term hereby created and the renewal thereof, without any claim, demand or interruption by the Lessor or any other person claiming through under or in trust for the Lessor.

4 THE LESSOR AND THE LESSEE HEREBY AGREE AND COVENANT WITH EACH OTHER AS FOLLOWS: -

4.1. On the expiry of the period of this lease, subject to the Lessor complying with the terms of the Lease Deed, the Lessee shall have one option for one renewal thereof, (which option the Lessee shall exercise by providing prior 6 months notice in writing) for a like term of 99 years without any payment of further premium and without any further option for renewal and on the same terms and conditions contained in these

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presents (except this clause for renewal) and upon such option being exercised , the Lessor shall execute and cause to be registered in favour of the Lessee , a Deed of Renewal of lease in respect of the demised plot at the cost and expense of the lessee.

4.2. Any demand for payment or notice required to be made or given to the Lessee shall be sufficiently made or given if sent by the Lessor to the Lessee at its registered office or at the demised plot or to such other address as may have been intimated by the Lessee to the Lessor in writing, and any notice required to be given to the Lessor shall be sufficiently made or given if sent by the Lessee to the Lessor at the address of the Head Office of the Lessor or such other address as may have been intimated by the Lessor to the Lessee marked for the attention of the Municipal Commissioner or such other officer as may have been so intimated.

4.3. Notwithstanding anything herein contained, if the Lessee is in breach of any of the terms, conditions and covenants herein contained and on its part to be paid observed or performed and the Lessor calling upon the Lessee to rectify the breach complained of and such breach not being cured or rectified to the Lessor's satisfaction within a period of six months from the date of service of such notice or if the Lessee shall go into liquidation or enter into a compromise with its creditors, then and in any of the said cases, it shall be lawful for the Lessor at any time thereafter to treat this demise as determined and to re-enter into and upon the demised

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plot or any part thereof in the name of the whole and the same to have again re-possessed and enjoyed as in its former estate.

4.1. The failure of either party to enforce in any one or more instances, performance of any of the terms covenants and conditions of these presents shall not be construed as a waiver or relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term condition and covenant and such failure shall not in any way affect the validity of the Lease Deed or the rights and obligations of the parties hereto. The parties agree that a waiver of any term or provision hereof may only be made by a written instrument of modification of lease executed by both parties hereto.

4.5. The cost of preparation of these presents including stamp duty and registration fees shall be paid and borne by the Lessee and this Deed of Lease shall, after registration remain with the Lessee who shall provide to the Lessor at its own cost, a certified copy thereof.

4.6. Both parties to the extent practically possible, shall keep confidential all information and other terms and conditions in relation to this Lease Deed and shall not without prior written consent of the other, divulge such information to any other person or use such information in any manner whatsoever except as required by law, or by government regulation, requirement or, order, or as may be necessary to establish or assert its rights hereunder.

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17. Disputes and differences arising out of or in connection with or relating to the interpretation or implementation or termination of the Lease Deed which cannot be settled by mutual negotiation within 60 days shall be referred to the sole arbitration of the Hon'ble Mayor of The Kolkata Municipal Corporation and if he declines, to his nominee. Such arbitration shall be held according to the provisions of the Arbitration and Conciliation Act, 1996 and any modification or reenactment thereto. The venue of the arbitration proceedings shall be at Kolkata and language of the arbitration shall be English. The arbitration award shall be final and binding upon the parties and the parties agree to be bound thereby and to act accordingly. When any dispute has been referred to arbitration, except for the matters in dispute, the parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations, under these presents, to the extent practicable.

18. In the event of the demised plot or any part thereof or any structure thereon being materially damaged or destroyed by earthquake tempest or other act of God or any irresistible force or fire not caused by any act or neglect on the part of the Lessee its agents and servants so as to render the demised plot or any part thereof substantially and permanently unfit for the purpose for which it has been let, this lease shall at the option of the Lessee be void.

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10 In the event of the demised plot or any part thereof being acquired by the Government or any local authority under any law for the time being in force or being requisitioned under any law for the time being in force, then this demise shall determine from the date when possession of the demised plot shall be taken by the acquiring or requisitioning authority or any earlier date if so required by them and the Lessee shall have no claim against the Lessor for disturbance but shall be entitled to the whole of the compensation money or rent in respect of such acquisition or requisition only.

4.10 Courts at Kolkata shall have the exclusive jurisdiction to try and entertain all disputes arising out of this Lease Deed and the transaction contemplated herein.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT pieces and parcels of land containing an area of 2.003 Acres lying situate at and comprised within the various Dags hereinbelow mentioned in Khatian No. as detailed in Schedule below, Mouza Purba Tupsia, J. I. No.7, Police Station Tiljala, District South 24 Parganas, Ward No. 58, Br. No. VII and delineated in the map or plan hereto annexed and thereon bordered in red OR HOWSOEVER OTHERWISE the demised plot is now or heretofore was known numbered delineated butted bounded described or distinguished.



Particulars of the Dag Number comprised in the demised plot is given below :-

R.S. Dag No.	Khatian No.	Area (acres)
57(P)	124	0.928
58(P)	124	0.559
74(P)	125	0.193
143(P)	71	0.143
144(P)	148	0.148
156(P)	71	0.003
159(P)	95	0.025
161(P)	85	0.004
Total-		2.003

The demised plot is butted and bounded in the manner following, that is to say :-

- ON THE NORTH : Science City
- ON THE EAST : By E M Bypass
- ON THE SOUTH : KMC Land
- ON THE WEST : Private Land

~~11/16~~

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

SIGNED, SEALED AND DELIVERED for and on behalf of the KOLKATA MUNICIPAL CORPORATION by Mr. SAADUL ISLAM, its Municipal Commissioner at Kolkata in the presence of:

Municipal Secretary
Kolkata Municipal Corporation

Jt. Mpl. Commissioner (Dev)
Kolkata Municipal Corporation

Deputy Manager
(Public Private Partnership)
Kolkata Municipal Corporation

SIGNED, SEALED AND DELIVERED for and on behalf of the SECRETARY, THE KOLKATA MUNICIPAL CORPORATION by Mr. [Name] its Municipal Commissioner at Kolkata in the presence of:

In presence of

Anil Kumar Ray
Chief Valuer & Surveyor

Chief
Valuer & Surveyor
V.C.

Himangshu Sekhar Mondal
C.M.L.O.
Kolkata Municipal Corporation

PAN AABCC 1845 M

For Concast Exim. Ltd.

Director

PAN AABCC 5519 G

SIGNED, SEALED AND DELIVERED for
and on behalf of the LESSEE, CONCAST
INFRASTRUCTURE PVT LTD by
Mr SAJJAN SUREKA its
in the presence of :

Concast Infrastructure Pvt. Ltd
Sajjan Sureka
Director

- 1. Dipak Jain
5th Gate S.P. Jain
21, Homant Basu Sarani,
Kolkata - 700001.
- 2. Himangshu Sekhar Mondal
Dy. C.M.L.O.
Kolkata Municipal Corporation
5 S.N. Banerjee Road
Kolkata - 700013.

SIGNED, SEALED AND DELIVERED
for and on behalf of the Confirming Party,
CONCAST EXIM LTD by
Mr CHETANK JAIN
in the presence of :

For Concast Exim. Ltd.
Chetank Jain
Director

CHS

SPECIMEN FORM FOR TEN FINGERPRINTS



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	
					Thumb
Right Hand	Thumb		Fore Finger	Middle Finger	Ring Finger
					Little Finger



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	
					Thumb
Right Hand	Thumb		Fore Finger	Middle Finger	Ring Finger
					Little Finger



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	
					Thumb
Right Hand	Thumb		Fore Finger	Middle Finger	Ring Finger
					Little Finger



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	
					Thumb
Right Hand	Thumb		Fore Finger	Middle Finger	Ring Finger
					Little Finger

