


83610

Sold to.....
Address.....
Value ^{Rs} 12 SEP 2008
L.B.V. High Court A.S.

R. N. GHOSH & ASSOCIATES
 Advocates
 6, Old Post Office Street,
 Kolkata - 700001

Sumil jha one of the directors


 (SUNIL JHA)



3264C

For SHRISTI HOTEL PRIVATE LTD.


 Authorised Signatory/Director




3265C

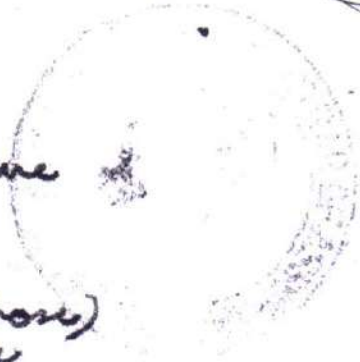
SHRISTI INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.



 Authorised Signatory/Director
 (SANJAY KUMAR GARODIA)

Identified by me



 (Raghunath Ghosh)
 Advocate

6, Old Post Office Street
 Room No. 66, Ground Floor
 Kolkata - 700001.




 Additional Registrar of Assurances-II
 Kolkata 12/09/08

Sumil jha as authorised signatory
 director for Shristi Hotel Pvt Ltd
 Sanjay Kumar garodia as
 authorised signatory/director
 for Shristi infrastructure develop-
 ment corporation Ltd. at 28
 Shakespeare Sarani KA-17,


 Raghunath Ghosh
 Advocate

6, Old post office St,
 Room No 66, 1st floor
 KA-P.


 Additional Registrar of Assurances-II
 Kolkata 12/09/08

unless excluded by or repugnant to the context shall include its successors and assigns) of the **ONE PART AND SHRISTI HOTELS PRIVATE LIMITED** a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 28/1 Shakespeare Sarani, Kolkata-700 017 hereinafter called as the "Lessee" (which expression shall unless excluded by or repugnant to the context shall include its successors and assigns) of the **OTHER PART**.

WHEREAS

- A. By a Registered Deed of Conveyance dated 22nd March, 2007 made between West Bengal Housing Infrastructure Development Corporation Limited therein referred to as the Vendor of the One Part and Shristi Infrastructure Development Corporation Limited therein referred to as the Purchaser of the Other Part and registered in the office of the Additional District Sub-Registrar Bidhannagar Salt Lake City North 24 Parganas in Book No. 1 Being No. 2434 for the year 2007 the Vendor sold and transferred to the Purchaser land measuring an area of 8 acres (equivalent to 32374.60 Sq Mtrs) more or less being Premises No. CBE/2 (Erstwhile Plot No CBD/2 Action Area- II) IN Street No MAR situated within Mouza Jatragacchi in New Town within Police Station Rajarhat in the District 24 Parganas (North) presently in the Panchayat Area more fully described in the Schedule thereunder written and also in the **First Schedule** hereunder written for the consideration therein mentioned.
- B. By a Deed of Lease dated 31st March, 2007 made between Shristi Infrastructure Development Corporation Limited therein referred to as the Lessor of the One Part and Shristi Hotel Limited therein referred to as the Lessee of the Other Part and registered in the office of the Registrar of Assurances, Kolkata in Book No. 1 Being No. 4681 for the year 2007 the Lessor granted to the Lessee a lease of the Demised Premises measuring



an area of 3.5 acres (equivalent to 14163.80 Sq Mtrs) out of the aforesaid land measuring 8 acres more fully described in the **Second Schedule** hereunder written for a period of 50 years commencing from 22nd March, 2007.

- C. The Lessee has requested the Lessor to extend the period of the Lease of 3.5 acres out of the said 8 acres situate in Premises No. CBE/2 (Erstwhile Plot No CBD/2 Action Area- II) IN Street No MAR situated within Mouza Jatragacchi in New Town within Police Station Rajarhat in the District 24 Parganas (North) presently in the Panchayat Area for a further period of 30 years commencing from the date of expiry of the said Lease dated 31st March, 2007 viz. 22nd March, 2057 and ending on 21st March, 2087 with such modification as set out hereunder.
- D. The Lessor has vide letter dated August 12, 2008 has notified the West Bengal Housing Infrastructure Development Corporation Limited of the lease executed in favour of the Lessee.
- E. Subject to the amendments set out in this deed of extension and modification, the conditions and agreements contained in the said Lease dated 31st March, 2007 shall remain in full force and effect and shall be read and construed and be enforceable as if the terms of these presents had been inserted therein by way of modification or substitution.

NOW THIS DEED OF EXTENSION AND MODIFICATION WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN PARTIES AS FOLLOWS :-

- A. The Lease dated 31st March, 2007 made between Shristi Infrastructure Development Corporation Limited of the One Part and Shristi Hotels Private Limited of the Other Part and registered in the office of the Registrar of Assurances, Kolkata in Book No. 1 Being No. 4681 for the



year 2007(hereinafter referred to as "the Lease Deed") shall continue to be in force and shall be modified only to the extent set out below:

- i) The following definitions shall be incorporated in the Lease Deed prior to Clause 1:

"In this Deed of Extension and Modification (including the recitals above and the Schedules and Exhibits hereto), except where the context otherwise requires, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; (ii) capitalised terms used herein but not defined herein but which are defined in the Lease Deed shall have the respective meanings ascribed to them under the Lease Deed; and (iii) the following words and expressions shall have the following meanings:

(1) 'Governmental Authority' means any government or political subdivision thereof; any department, agency or instrumentality of any government or political subdivision thereof; any court or arbitral tribunal any regulatory authority, including the Reserve Bank of India and the Securities Exchange Board of India.

(2) 'Encumbrance' means any kind of security interest of whatsoever nature including (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person, including without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under

Two handwritten signatures are present at the bottom of the page. The signature on the left is a stylized cursive signature, and the signature on the right is a more blocky, stylized signature.

applicable law, (ii) any proxy, power of attorney, voting trust agreement, interest, option, right of first offer, or refusal or transfer restriction in favor of any Person, and (iii) any adverse claim as to title, possession or use.

(3) 'Person' means any natural person, firm, company, Governmental Authority, joint venture, association, partnership or other entity (whether or not having separate legal personality).

- ii) Clause D d) of the Recital to the Lease shall be substituted and replaced by the following:

"The necessary Board and Shareholders Resolution of the Lessor for the purpose of giving effect to and implementing these presents and approving the draft of this Lease Deed have been duly and properly passed."

- iii) Clause 1 of the Lease Deed shall stand amended as follows:

"(a) In consideration of payment of rent hereby reserved and the covenants, stipulations and the terms and conditions herein contained and on the part of the Lessee to be observed and performed the Lessor doth hereby demise unto the Lessee ALL THAT land measuring 3.5 acres in Premises No. CBE/2 (Erstwhile Plot No CBD/2 Action Area- II) in Street No MAR situated within Mouza Jatragacchi in New Town within Police Station Rajarhat in the District 24 Parganas (North) presently in the Panchayat Area particulars whereof are fully mentioned in the **Second Schedule** hereunder written and hereinafter referred to as the "**Demised Premises**" TO HOLD the said Demised Premises unto the Lessee for a term of 80 (Eighty)



years commencing with effect from 22nd day of March, 2007 YIELDING AND PAYING therefore during the said term the rent of Rs 20,000/- (~~Rupees Twenty Thousand only~~) per month ~~exclusive~~ of the rates and taxes and/or Panchayat tax (both owners and occupiers shares) payable in respect of the Demised Premises to be paid on or before the 10th day of each and every succeeding month for the month immediately preceding free and clear of all deductions and abatements whatsoever for the entire period of lease hereby granted.

- (b) On the expiry of the term hereby created and subject to the observance and performance of the covenants, conditions and stipulations herein contained and on its part to be observed and performed, the Lessee will have the option to have the Lease period for the Demised Premises extended for a further period of 80 years on the same terms and conditions subject to the Lessee giving a written notice to the Lessor at least 180 days prior to the expiry of the lease period and the parties shall execute a fresh lease deed for the extended term prior to the expiry of the lease period."
- iv) Clause 2 (i) of the Lease Deed shall stand amended as follows:
"To pay the reserved rent on the day and in the manner as aforesaid without any deduction or abatement whatsoever or howsoever save as may be required by applicable law including but not limited to withholding tax and service tax."
- v) Clause 2 (x) of the Lease Deed shall stand amended as follows:
"To use the Demised Premises for the purpose of building and operating a hotel."



- vi) Clause 2 (xiii) of the Lease Deed shall stand amended:
"The said Security Deposit amount shall be refunded by the Lessor to the Lessee at the time of expiration of the present demise and/or sooner determination and/or termination of the lease in accordance with the Lease Deed without carrying any interest."
- vii) Clause 3 (vi) of the Lease Deed shall stand amended as follows:
"The Lessee shall have the right to mortgage or charge the leasehold interest in the Demised Premises and/or the building to be erected thereon in favour of any person, institution, banks or any body corporate PROVIDED, however, that the Lessee shall repay the liabilities at the earliest opportunity."
- viii) Clause 4 (i) of the Lease Deed shall stand amended as follows:
"In case of Acquisition by any Government Authority under the Land Acquisition Act or any other law of the time being in force, the Lessor shall indemnify the Lessee for the loss caused to it due to such acquisition."
- ix) Clause 4 (ii) of the Lease Deed shall stand deleted
- x) Clause 4 (iii) of the Lease Deed shall stand amended as follows and renumbered as Clause 4 (ii):
"The Lessee subject to paying the rent at the times and in the manner as set out in this Lease Deed to the Lessor and performing the observing the stipulations, restrictions, covenants, terms and conditions of its part herein contained shall and may peaceably and quietly hold possess and enjoy the said demised land/premises and every part thereof during the term



hereby created without any interruptions or disturbances by the Lessor."

- xi) Clause 4 (iv) of the Lease Deed shall be renumbered as Clause 4 (ii).
- xii) The following clause shall be added to the Lease Deed as Clause 6:

"The Lessor shall not have the right to terminate this Deed of Lease except for non payment of rent. In such a case the Lessor shall be liable to give 45 days prior written notice to the Lessee to cure the above mentioned defect before terminating the lease and shall be entitled to terminate the Lease Deed if such default is not cured within the aforesaid 45 day period."

- B. The following clause shall be added to the Lease Deed as Clause 7:

7.1 The Lessee shall have the first and exclusive right to purchase the Demised Premises (including all buildings and other structures thereon) free of all Encumbrances, in the event the Lessor proposes to sell, convey or in any transfer its interest (including its right, title, ownership and development rights) in the Demised Premises ("**Purchase Right**").

7.2 Upon the satisfaction of the conditions set out in Clauses 7.3 and 7.4, the Lessee's Purchase Right shall be consummated and completed in the manner set out in Clause 7.5 at the earlier of: (a) a period of four years from August 7, 2008 or: (b) on receipt of an occupancy certificate in relation to the Project to be built on the Demised Premises from the relevant Government Authority ("**Purchase Right Period**").



7.3 The Lessor shall be entitled to provide the Lessee with the Purchase Right by issuing a written notice to the Lessee setting out its intention to convey the Demised Premises to the Lessee and the terms and conditions of the proposed transfer of the Demised Premises ("**Offer Letter**").

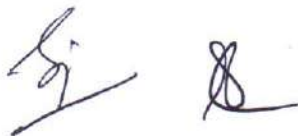
7.4 Upon receipt of the Offer Letter, the Lessee shall be entitled to accept the terms and conditions of the Offer Letter at any time, provided however that the completion of the Purchase Right i.e. the sale and transfer of the Demised Premises to the Lessee by the due and valid execution of a registration of a conveyance deed in favour of the Lessee shall occur from or after the commencement of the Purchase Right Period. The Lessee shall not be deemed to have accepted or rejected the terms of the Offer Letter until and unless the Lessee issues a written notice of acceptance of the Offer Letter to the Lessor ("**Acceptance Notice**").

7.5 Upon receipt of the Acceptance Notice, the Lessor shall forthwith (but not earlier than the commencement of the Purchase Right Period), duly and validly execute and register a conveyance deed (and all other documents that may be required to effect the said conveyance) in favour of the Lessee transferring its complete right, ownership interest, title and all other rights in the Demised Premises (including all buildings and other structures thereon) free of all Encumbrances, in accordance with the terms of the Offer and Acceptance Letters exchanged between the Parties.

7.6 For the avoidance of doubt it is hereby clarified that the Lessee's Purchase Right can be exercised only upon the Lessor delivering an Offer Letter to the Lessee in accordance with the terms set out herein"



- C. This Deed of Extension and Modification shall form an integral part of the Lease Deed and shall be read along with the Lease Deed. All references in the Deed of Extension and Modification to "this Lease Deed", "the Lease", "the Deed" and similar connotations shall include the reference to this Deed of Extension and Modification.
- D. This Deed of Extension and Modification shall modify the Lease Deed and the understanding set out in the Lease Deed, as applicable, only to the limited extent set out herein. Except as specifically and expressly amended by this Deed of Extension and Modification, all other provisions of the Lease Deed shall remain unchanged and in full force and effect and shall continue to remain applicable and binding on the Parties.
- E. This Deed of Extension and Modification shall be effective as of the date hereof.
- F. The Lessor hereby waives all rights and remedies accruing or which may have accrued to them under the Lease Deed to the extent that such rights and remedies have been expressly amended under this Deed of Extension and Modification.
- G. Save and except for the aforesaid all other terms and conditions of the Lease Deed shall remain unaltered and in force. In the event of conflict between the terms of this Deed of Extension and Modification and the provisions of the Lease Deed, the provisions of this Deed of Extension and Modification shall prevail in relation to the matters set out herein"
- H. The stamp duty and all other charges payable in respect of this Deed of Extension and Modification shall be borne and paid by the Lessee.



THE FIRST SCHEDULE ABOVE REFERRED TO:

(THE SAID LAND OF 8 ACRES)

ALL THAT the piece and parcel of land containing an area of 8 Acres (equivalent to 32374.60 Sq. mtrs. (be the same a little more or less) being Premises No.CBE/2 (Erstwhile Plot No.CBD/2, Action Area - II), in Street No.M A R situated within Mouza - Jatragachhi, in New Town within Police station - Rajarhat in the District of 24 Parganas (North) presently in Panchayat Area, ad butted and bounded as follows :

ON THE NORTH : WB HIDCO LAND;

ON THE SOUTH : ARTERIAL ROAD;

ON THE EAST : WB HIDCO LAND;

ON THE WEST : MAJOR ARTERIAL ROAD;

THE SECOND SCHEDULE ABOVE REFERRED TO:

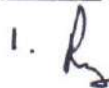
(THE SAID LAND OF 3.5 ACRES)

ALL THAT the divided and demarcated portion of the said premises (out of the said entire premises), morefully and particularly described in **FIRST SCHEDULE** hereinabove containing an area of 3.5 acres (equivalent to 14163.80 Sq. Metrs) (be the same a little more or less).

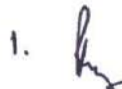


IN WITNESS WHEREOF the parties to these presents hereunto set and subscribed their respective hands the day month and year first above written.

SIGNED AND DELIVERED by the
LESSOR at Kolkata in the presence of :

1.  (Raghunath Ghose)
Advocate,
6, Old Post Office Street,
Room No. 66, Ground Floor, Kal-1.
2. Kautik Chandra Saha
16/A, R. K. B. Road
Kolkata - 6.


SIGNED AND DELIVERED by the
LESSEE at Kolkata in the presence of :

1. 
Advocate.
2. Kautik Chandra Saha.


SHRISTI INFRASTRUCTURE
DEVELOPMENT CORPORATION

(SANJAY KUMAR GARODIA)
Authorized Signatory/Director

For SHRISTI HOTEL PRIVATE LTD.


Authorized Signatory/Director
(SUNIL JHA)

Drafted by me.


(Raghunath Ghose)
Advocate
6, Old Post Office Street,
Room No. 66, Ground Floor,
Kolkata - 700001.

SPECIMEN FORM FOR TEN FINGERPRINTS



Jindal



Little Ring Middle Fore Thumb

(Left Hand)



Thumb Fore Middle Ring Little

(Right Hand)



Little Ring Middle Fore Thumb

(Left Hand)



Thumb Fore Middle Ring Little

(Right Hand)

PHOTO

Little Ring Middle Fore Thumb

(Left Hand)

Thumb Fore Middle Ring Little

(Right Hand)

PHOTO

Little Ring Middle Fore Thumb

(Left Hand)

Thumb Fore Middle Ring Little

(Right Hand)



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 85
Page from 4140 to 4155
being No 08331 for the year 2008.




(Tarak Baran Mukherjee) 21-July-2009
ADDITIONAL REGISTRAR OF ASSURANCES-II OF KOLKATA
Office of the A. R. A. - II KOLKATA
West Bengal