

THIS DEED of LEASE made on this and day of the month of December, 2004 between KOLKATA METROPOLITAN DEVELOPMENT AUTHORITY, a body corporate constituted under the West Bengal Town and Country (Planning & Development) Act, 1979, having its headquarters now at Prashasan Bhavan, DD-I, Sector-I, Bidhannagar, Kolkata - 700 064 hereinafter referred to as KMDA (which term or expression shall unless excluded by or repugnant to the context mean and include its successors and permitted assigns) of the FIRST PART.

KOLKATA WEST INTERNATIONAL CITY PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered address at Plot No. 735, Block A, Laketown, Kolkata-700 089 hereinafter referred to as the LESSEE (which term or expression shall unless excluded by or repugnant to the context mean and include its successors and permitted assigns) of the

SECOND PART.

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Kolkata West International City Polled.

THE GOVERNOR OF STATE OF WEST BENGAL through the Principal Secretary, Urban Development Department having his office at Nagarayan, DF-8, Sector-1, Salt Lake City, Kolkata hereinafter referred to as the Confirming Party (which term or expression shall unless excluded by or repugnant to the context mean and include its successors and permitted assigns) of the THIRD PART.

WHEREAS:

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- A. By an Agreement dated 7th July 2004 made between KMDA of the First part, Beyond Limit International Ltd. of the second part and the Confirming Party of the Third part (hereinafter referred to as the said "Agreement") whereby KMDA agreed to grant lease of 390.20 acres of land in a phased manner to a company to be incorporated under the Companies Act 1956 by the said Beyond Limit International Ltd. for developing an integrated satellite township in West Howrah for public purposes by decongesting the core areas of the cities of Kolkata and Howrah and providing quality living conditions in consorrance with the standard UDPFI guidelines as well as fully complying with all the laws/rules/regulations/notifications of the land including those relating to planning and environmental health.
- B. By ten indentures all dated 1st November 2004 and registered with the Registrar of Assurances, Kolkata, between the Governor of West Bengal of the one part and the KMDA of the other part, the Governor has transferred land measuring an area of 313.095 acres in Mouzas Kona. Pakuria, Bankra, Salap. Tetuikuh and Khalia Dist. Howrah West Bengal fully described therein in favour of KMDA for the consideration and on the terms and conditions contained in the said indentures.
- By an indenture dated 6th November, 2004 made perween the Nahonai Small Industries Corporation of the one part and the KMDA of the other part, the sale ISSE has transferred and incapturing at a day of 10 across in Monza Bahikori, List Howash, West Bengui tully described to the sale fermula of KMDA for the consideration and on the terms and conditions incommed there.
- 6 In terms of the Esse Assertages, Bereset such reconsistent to best crassed the Lesses to be monotoned and and a the Companies for I dot.
- More than the common expense of the first transformation of MSDA and considering a Transformation Security and a second of the common and the common expenses and the common and the common and the common expenses.

F. The Confirming Party has sanctioned the grant of the said lease in favour of the Lessee as provided herein.

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NOW THIS DEED WITNESSETH AS FOLLOWS:

- 1. In consideration of a sum of Rs.20,00,00,000/- (Rs. Twenty crores only) and rent of Re.1/- per year per acre paid by the LESSEE to the KMDA as premium and rent for the entire term, at the time of execution and registration of these present (the receipt of which is hereby acknowledged by KMDA) and the LESSEE's covenants hereinafter reserve and contained, the KMDA doth hereby grant and demise unto the LESSEE that land measuring 82.147 acres more or less in Mouzas Bankra, Tentulkuli and Pakuria, District Howrah, West Bengal fully described in the Schedule hereunder written and delineated in the map or plan hereto annexed and thereon bordered red (hereinafter referred to as the demised land) TO HOLD the demised land unto the LESSEE for a period of 999 years commencing from the nineth day of November, 2004 paying an annual rent of Re.1/- (Rupee one only) per acre or part thereof.
- 2. The LESSEE hereby agrees and covenants with the KMDA as follows:-
 - (i) The LESSEE has obtained all requisite approvals of the Govt. of India relating to foreign direct investment at the time of execution of this lease and has complied with all necessary formalities.

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- (ii) The LESSEE shall pay usual fees, taxes, cesses, rates etc. as applicable, under different laws of the land after transfer of the land and delivery of possession, save and except the charges exempted in terms of charges for development permission under provisions of the West Bengal Town and Country (Planning and Development) Act, 1979 and the conversion permission under the West Bengal Land Reforms Act, 1955 and KMDA and the Confirming Party have agreed to get the charges exempted.
- (iii) That the LESSEE shall initiate the physical construction of the township project within six months from the date of receiving sanction of the building plans and all other necessary approvals, provided that all necessary applications will be made by Lessee within 3 months of handing over of possession of land to Lessee. The Lessee will submit the overall plan of the township to KMDA for approval within one month of receiving possession of the demised land. The Lessee has submitted the timeline for completion of construction on the demised land at the time of execution of the lease deed.

- (iv) The LESSEE shall always keep the land clean and free from all sorts of nuisance.
- (v) The LESSEE shall be entitled to grant sublease of any portion of the demised land and buildings to be constructed thereon. However, the LESSEE shall not assign the lease or grant any sublease of any part of the demised land to any company for the purpose of development except with the prior approval of KMDA.
- (vi) The LESSEE shall indemnify and keep KMDA saved, harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) in relation to the construction of the said township and those resulting from breach of this Lease by Lessee, including any act or neglect or default of the Lessee's subconsultants, employees and/or the purchases and any breach resulting in any successful claim by any third party or violation of any permission, rules and regulations or bye-laws or arising out of any accident or otherwise.
- (vii) That the LESSEE shall keep reserve 7.5% of the residential dwelling units in the proposed township for economically weaker section and/or displaced persons for building group housing for them and the beneficiaries will be selected by the Lessee on the basis of principles to be evolved by the KMDA/Confirming party.
- (viii) The LESSEE is permitted to create mortgage of charge on the demised land for borrowing fund from financial institutions or corporate bodies for the purpose of construction of its building or for its business set up.
- (ix) The LESSEE will not without the prior consent of the KMDA use or permit the use of the demised land and/or any structures erected thereon or any part thereof for any purpose other than that for which the demised land is let.
- (x) The LESSEE shall not carry on the demised land any unlawful or immoral activity or any activity which may be considered to be offensive or a cause of annoyance, inconvenience or nuisance to any person of the neighbourhood.
- (xi) The LESSEE shall permit any person authorized by KMDA to inspect, repair and clean the canals/sewer lines or to do any other works in connection therewith within the demised land without any obstruction or hindrance.
- (xii) The LESSEE shall ensure that the quality of effluent generated within the demised premises shall conform to the norms, laid down by the State Pollution Control Board, West Bengal, and/or

other statutory/designated authorities before its entry into the sewerage system in existence in the demised land.

(xiii) The LESSEE at the expiration of the term of the lease or sooner determination thereof, shall peaceably surrender to the KMDA the demised land. KMDA shall purchase the construction made thereon if any, at the market value and the LESSEE shall sell the same to the KMDA at the valuation to be assessed by mutual consent of the parties. If KMDA fails to purchase the constructions as aforesaid, the lease will be deemed to be renewed for a further period of 999 years.

3. KMDA hereby covenants with the LESSEE as follows:-

- (i) That the LESSEE observing and performing all the covenants by the LESSEE herein contained shall hold and enjoy the demised land during the said term without any unlawful interruption by the KMDA or any other person acting on behalf of the KMDA or the Confirming party.
- (ii) The LESSEE shall be provided with infrastructural facilities in respect of sewerage connection, water supply, electric connection, telephone connection to the extent set out in the agreement dated 7th July 2004 provided that such facilities shall be made available upto the periphery of the demised land and the LESSEE at its own cost shall extend the facilities within the demised land.
- (iii) KMDA warrants that it has marketable title of the demised land and the area of the demised land has been physically verified by KMDA.
- [iv] KMDA shall also grant, and/or cause to be granted, if required, development permission within two months of the making application by the Lessee under provision of the West Bengal Town and Country (Planning & Development) Act, 1979, as well as mutation and/or conversion permission under the West Bengal Land Reforms Act, 1955 within two months of making application by the Lessee and the Lessee will not be required to pay any separate charges in relation thereto.
- (v) KMDA shall indemnify and keep the LESSEE saved, harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) in relation to any dispute relating to the title to the demised land and those resulting from breach of this lease by KMDA, including any act or neglect or default of

KMDA's consultants, employees and/or agents and any breach resulting in any successful claim by any third party or violation of any permission, rules and regulations or bye-laws or otherwise.

- 4. PROVIDED ALWAYS and it is hereby agreed as follows:
 - [i] The Confirming Party hereby confirms the present demise in favour of the Lessee on the terms and conditions herein contained.
 - (ii) KMDA shall transfer vacant possession of the demised land to the Lessee on such date as may be agreed between the parties
 - (ii) That any demand for payment or notice requiring to be made upon or given to the LESSEE shall be sufficiently made or given if sent by the KMDA or any of its authorized officers to the LESSEE at the address of the Lessee or sent by Registered Post addressed to the LESSEE at or to its last known address and that notice requiring to be given to the KMDA shall be sufficiently given if delivered at or sent by Registered Post to the office of the KMDA.
 - [iii] That any relaxation and indulgence granted by the Authority to the LESSEE or by the LESSEE to the KMDA shall not in any way prejudice the rights of the parties under this Deed.
 - (iv) Within a period of 60 days from the date hereof, the Confirming Party shall grant the necessary exemption to the Lessee to hold the demised land under the Urban Land (Ceiling & Regulation) Act, 1976 and the West Bengal Land Reforms Act, 1955.
 - [v] Neither of the parties shall be held responsible for any consequences or liabilities under this Deed if it is prevented in performing its obligations by reason of contingencies caused by neither of the parties and unforeseen occurrences such as acts of god, acts of nature, acts of war, fire, insurrection, terrorist action, civil unrest, riots and acts of Government of India such as restrictive governmental laws and regulations. Neither party shall be deemed to have defaulted in to performance of its obligations whilst the performance thereof is prevented Force Majeure and time limits laid down in this Agreement shall be extended so long Force Majeure period continues.
 - (vi) Any dispute or differences which may arise out of this indenture or in relation thereto, including any dispute relating to its validity or effect; which cannot be settled amicably within a period of 60 days shall be settled finally by Arbitration in accordance with the Indian Arbitration & Conciliation Act. 1996 by a panel of three arbitrators KMDA and the LESSEE will appoint one arbitrator each and the two

arbitrators will appoint the third arbitrator. The venue of the arbitration shall be at Kolkata. The award rendered by the Arbitration shall be final and binding upon the parties hereto.

(vii) All matters beyond arbitration will be settled in Indian Courts according to the Indian systems of jurisprudence.

SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land measuring 82.147 acres be the land more or less in Mouzas Bankra, Tetulkuli and Pakuria. J.L.Nos. 55, in the District of Howrah as delineated on the map or plan annexed hereto and thereon bordered red and as per the following details:

1. Mouza- Bankra, J.L.No.-55 P.S.-Domjur, Dist- Howrah

RS Plot No.	Acquired area	Specific Portion
69	0.2	Entire
70	0.24	Entire
71	0.16	Entire 🔸
72	0.22	Entire
72 73	0.21	Entire
73 74	0.07	Entire
74 75	0.08	Entire
75 76	0.1	Entire
70 77	0.11	Entire
78	0.69	Entire
79P	0.27	Northern
80P	0.39	Northern
85P	0.4	Northern
86	0.18	Entire
87	1.23	Entire
88	0.81	Entire
89	0.44	Entire
90	0.04	Entire
91	0.39	Entire
91	0.29	Entire
93P	0.66	Northern
94P	0.46	Ex. South East
96P	0.15	Northern
97P	0.16	Northern
118P	0.03	Northern
119P	0.08	Ex. South East Corner
120	0.33	Entire

		
121	0.2	Entire
122	0.21	Entire
123	0.39	Entire
124P	0.21	Ex. South East Corner
125P	0.005	North West Corner
126P	0.39	Northern
128P	0.43	Northern
129P	0.6	Northern
130P	0.65	Ex. South East
131P	0.17	Ex. South East
132	0.37	Entire
133	0.14	Entire
134	0.1	Entire
135	0.2	Entire
136	0.08	Entire
137	0.05	Entire
138	0.06	Entire
139	0.13	Entire
140	0.13	- Entire
142	0.07	Entire
143	0.28	Entire
221P	0.13	Northern
222P	0.13	Northern
223P	0.03	North West
238/2041P	0.01	North West Corner
, 239P	0.13	Western
240P	1.29	Ex. South East
241	0.39	Entire
242	0.79	Entire
243	0.26	Entire
244	0.09	Entire
245	0.52	Entire
246	0.32	Entire
247	0.51	Entire
248	0.6	Entire
249	0.16	Entire
250	0.26	Entire
251	0.38	Entire
252	0.62	Entire
253	0.41	Entire
254	0.51	Entire
255	0.52	Entire
256	0.27	Entire
257	0.15	Entire
258	0.16	Entire
259	0.23	Entire
260	0.23	Entire
261	0.44	Entire
262	0.99	Entire
263	0.81	Entire
264	0.4	Entire waste.
265	0.2	Emire

267P 268 269P 270P 271P 271/2109P	0.06 1.08 1.23 0.43 0.69 0.04	Northern Entire Northern Northern North West
302P 303P	0.05 0.16	North West North West Northern
304P	0.005 Total Area 28 94 acres	North West

2. Mouza-- Tentulkuli, J.L.No.-- 53, P.S.-Domjur, Dist-Howrah

2392	0.48	Entire
2393	0.06	Entire
2394	0.26	
2395	0.13	Entire
2396	0.13	Entire
2397	0.12	Entire
2398		Entire
2399	0.06	Entire
2400	0.07	Entire
2401	0.11	Entire
	0.25	Entire
2402	0.01	Entire
2403	0.03	Entire
2404	0.26	Entire.
2405	0.49	Entire
2406	0.3	Entire
2407	0.6	Entire
2408	0.16	
	Total Area 3.52 a	Entire acres

3. Mouza- Pakuria, J.L. No.-- 54, P.S.-- Domjur, Dist-- Howrah

1967	0.36	Mile.
1968		Entire
1969	0.03	Entire
	0.19	Entire
1970	0.24	Entire
1971	1.35	Entire
1972	0.34	•
1973	0.32	Entire
1974	0.13	Entire
1975		Entire
1976	0.14	Entire
	0.84	Entire
1977	0.09	Entire
1978	1 14	Entire
1979	0.08	
1980	0.39	Entire
1981	0.22	Entire
1982		Entire
to the top of the top	0.22	Entire

6.08

1002	0.19	Entire
1983	0.27	Entire
1984	0.19	Entire
1985	0.72	Entire
1986	0.92	Entire
1987	0.12	Entire
1988	0.74	Entire
1989	0.58	Entire
1990	0.36	Entire
1991		Entire
1992	0.18	Entire
1993	0.13	Entire
1994	0.12	Entire
1995	0.45	Entire
1996	0.44	Entire
1997	0.06	Entire
1998	0.07	Entire
1999	0.34	Entire
2000	0.27	
2001	0.28	Entire
2002	0.15	Entire
2003	0.22	Entire
2004	0.14	Entire
2005	0.15	Entire
2006	0.06	Entire
2007	0.17	Entire
2008	°0.04	Entire
2009	÷0.05	Entire
2010	0.03	Entire
2011	0.06	Entire
2012	0.06	Entire
2013	0.04	Entire
2014	0.33	Entire
2015	0.27	Entire
2016	0.05	Entire
2017	0.05	Entire
2018	0.1	Entire
2019	0.03	Entire
2020	0.02	Entire
2021	0.05	Entire
2021	0.63	Entire
2022	0.37	Entire
2023	0.06	Entire
2025	0.14	Entire
2026	0.09	Entire
2020	0.11	Entire
2028	0.03	Entire
2029	0.13	Entire
2029	0.25	Entire
2031	0.11	Entire
2032	0.14	Entire
2033	0.22	Entire
2034	0.22	Entire
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2035	0.23	Entire
2036	0.42	Entire
2037	0.13	Entire
2038	0.13	Entire
2039	0.08	Entire
2040	0.09	Entire
2041	0.07	Entire
2042	0.3	Entire
2043	0.09	Entire
2044	0.05	Entire
2045	0.05	Entire
2046	0.09	Entire
2047	0.35	Entire
2048	0.1	Entire
2049	0.1	Entire
2050	0.09	Entire
2051	1.18	Entire
2052P	1.71	Ex. South East Corner
2053	0.37	´ Entire
2054	0.12	Entire
2055	0.12	Entire
2056	0.37	Entire
2057P	0.295	Ex. South East Corner
2058	0.08	Entire
2059P	0.04	% Northern
2060P	0.02	North West
	0.08	Entire '
2061	0.08	Northern
2062P	0.03	Northern
2063P	0.01	North West
2064P 2065P	0.15	North West
	0.007	North West
2085P	0.05	Northern
2086P	0.02	Northern
2090P	0.02	Northern
2091P	0.235	Ex. South East Corner
2092P	0.23	Entire
2093	0.25	Entire
2094	0.05	Entire
2095	0.45	Entire
2096	0.815	Ex. South East Corner
2096/2293P	0.27	Entire
2097	0.215	Ex. South East Corner
2098P	0.01/	North West Corner
2099P	0.08	North West Corner
2100P 2101	0.03	Entire
2102	0.00	Entire
2102	0.07	Entire
2104	0.18	Entire
2105	0.16	Entire
2106	0.31	Entire
2107	0.22	Entire

10.867

2107	7/2307	0.05			Entire
2	108	0.26			Entire
2108	8/2306	0.05			Entire
2	109	1.98			Entire
2	110	0.94			Entire
2	111	0.07			Entire
2	112	0.77			Entire
2	113	0.19			Entire
	114	0.39			Entire
	115	0.4			Entire
	116	0.33	,		Entire
	117	1.35			Entire
	118	0.15			Entire
	119	0.16			Entire
	120	0.2			Entire
	121	0.06			Entire
	122	0.08			Entire
	123	0.1			Entire
	124	0.1		,	Entire
	125	0.09			Entire
	126	0.04			Entire
	127	 0.04			Entire
	128	0.24			Entire
	129	0.06			Entire
	130	0.07			Entire
	131	0.29			Entire
	132	0.06			Entire
	133	0.06			Entire
	134	0.14			Entire
	135	0.21			Entire
	136	0.13			Entire
	137	0.06			Entire
	138	0.17	V		Entire
	139	0.08			Entire
	140	0.09			Entire
	141	0.52			Entire
	142	0.11			Entire
	143	0.04			Entire
	144	0.04			Entire
	145P	0.26			Northern
	146	0.04			Entire
	147	0.04			Entire
	148	0.05			Entire
	149	0.04			Entire
	150	0.25			Entire
	151	0.04			Entire
	152	0.13			Entire
	153 154	0.11			Entire
	155	0.14			Entire
	156	0.14			Entire Entire
	157	0.36			Entire
22		5.50			Little

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	0.000	Western
2158P	0.085	Western
2161P	0.19	Western
2162P	0.13	Western
2164P	0.35	Western
2200P	0.055	Entire
2201	0.07	Entire
2202	0.07	Western
2203P	0.175	Western
2204P	0.145	Western
2206P	0.41	Entire
.2207	0.77	Entire
2208	0.6	Entire
2209	0.08	Entire
2210	80.0	Entire
2211	0.17	Entire
2212	0.33	Entire
2213	0.33	Entire
2214	0.33	Entire
2215	0.19	Entire
2216	0.27	Western
2217P	0.205	Western
2218P	0.145	Ex. South East
2242P	0.02	North West
2243P	0.88	Entire
2244	0.2	
2245P 🔨	0.08	Northern
2249P	0.3	1101 (101)
2250P	0.15	Northern
2251	0.17	Entire
2252	0.58	Entire
2253	0.07	Entire
2254	0.07	Entire
2255	0.07	Entire
2256	0.25	Entire
2257	0.98	Entire
2258	0.03	Entire
2259P	0.3	Ex. South East Corner
2260	0.29	Entire Corner C
2261P	0.12	North West Corner
2262P	0.03	North West Corner
		Total Area - 49.687

Grand Total-82.147

IN WITNESSETH whereof the parties have executed these presents the day, month and year first above written.

SIGNED AND DELIVERED BY the withinnamed Kolkata Metropolitan Development Authority through Mr. P.R. Baviskar, Chief Executive Officer in the presence of

Chief Executive Officer K.M.D.A.

2. Bhagirath Mishra Prashasan Bhavan, DD-1 Salt lake · Kolkata - 64

SIGNED AND DELIVERED BY Kolkata West International City Pvt. Ltd. through Budiarsa Sastrawinata, Director in the presence of:

SIGNED AND SELIVERED by the Governor of the State of West Bengal through Mr $\,$ K.S. Rajendra Kumar, Principal Secretary, Urban Development Department, Government of West Bengal in the presence of :--

1. Mer (S. Athurd) 21/12/04 Spl. Sey & C.M. -2. Bhagirat Mikra

RECEIVED on the day month and year first above written of and from the withinnamed Kolkata West International City Pvt. Ltd. the sum of Rs.20,00,00,000/- withinmentioned to have been aid by them to us as consideration amount.

Rs.20,00,00,000/-

(Rupees Twenty Crores only)

MEMO OF CONSIDERATION

By Cheque No. 004553 dated 21st December, 2004 drawn on Hongkong & Shanghai Banking Corporation, B.B.D. Bagh Branch, Kolkata in favour of Kolkata Metropolitan Development Authority for

Rs.20,00,00,000/-

(Rupees Twenty Crores only)

Bhag var Mishry

Chief Examination for a

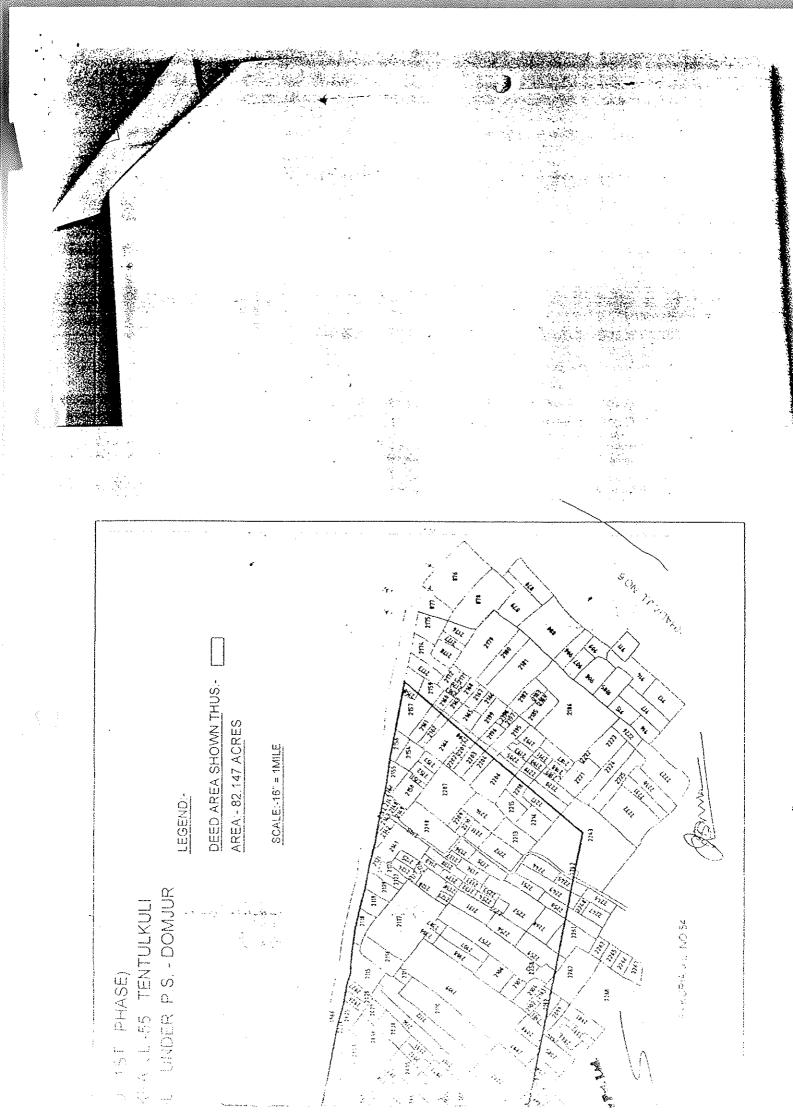
SPECIMAN FORM FOR TEN FINGERPRINTS

Sl.No.	Signature of the executants/and/ or purchaser Presentans		2	-		
	1					
	1	Little	Ring	Middle (Left)	Fore (Hand)	Thumb
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		THU	Fore	Middle (Right)	Ring (Hand)	Little

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		Thumb	Fore	Middle (Right)	Ring (Hand)	Little
		Little	Ring	Middle (1.eft)	Fore (Hand)	Thumb
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	The state of the s	Thumb	Fore	Middle (Right)	Ring (Band)	Little

OF M/S BLIENN MOUZA UF M/S BENESIN MOO 2 `: ₩ ž Chief Exebutive Office E.M.D.A. P. R. BAVISKA 23.65 SANKER JE NO 55 ì

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DATED THIS 2 DAY OF DECEMBER, 2004

BETWEEN

KOLKATA METROPOLITAN DEVELOPMENT

FIRST PART.

AND KOLKATA WEST INTERNATIONAL CITY PRIVATE LIMITED

SECOND PART.
AND
THE GOVERNOR OF STATE OF WEST
BENGAL

THIRD PART.

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DEED of LEASE

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