



पश्चिम बंगाल WEST BENGAL

08AB 907171

COST OF FEES

F(i)	2.00
F(ii)	2.00
G(a)	180.00
G(b)	
Plan	
Xerox	
Stamp	10.00
C.F.S.	10.00
Total	

160302605/17
4.13.07.2017

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

13 JUL 2017



2050

04 JUL 2017

No.....Rs 10/- Date.....

Name:-KAUSIK DATTA

Advocate

Address:-Alipore Police Court, Kol-27

Alipore Collectorate, S.P. (S)

SUBHANKAR DRS

STAMP VENDOR

Alipore Police Court, Kol-27

Vendor.....



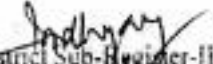
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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

P 530578

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


District Sub-Register-III
Alipore, South 24-parganas

THIS DEED OF LEASE made this the 29th day of Oct. 2013, Two Thousand and Thirteen BETWEEN 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:


v



61352

NAME Unionmark Consortium LLP
 ADD. 120 1st Floor
 Rs. 120
 - 1 JUL 2013
 SURANJAN MUKHERJEE
 Licensed Stamp Vendor
 C. C. Court
 2 & 3, K. S. Road, Kolkata-700017

107

107

Unionmark

- 1 JUL 2013

- 1 JUL 2013



ver-817

UNIONMARK CONSORTIUM LLP
Unionmark

FRONG-IMPRESION
DISPENSED WITH

M. R. R. 107



- *[Signature]*
Municipal Secretary
Kolkata Municipal
Corporation.

[Signature]
District Sub-Registrar-III
Alipore, South 24-Parganas

24 FEB 2014

Identified by me
Gopal Ghosh
s/o Mr. S. S. Ghosh
204 A.J.C. Road
K-17





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

Endorsement For Deed Number : I - 01543 of 2014
(Serial No. 01584 of 2014 and Query No. 1603L000002224 of 2014)

On 24/02/2014

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

Presented for registration at 16.00 hrs on :24/02/2014, at the Private residence by Kumar Vardhan Patodia ,Claimant.

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

Execution is admitted on 24/02/2014 by

1. Hari Har Pr. Mandal
Municipal Secretary, Kolkata Municipal Corporation ., 5, S. N. Banerjee Road, Kolkata, Thana:-Entaly,
District:-South 24-Parganas, WEST BENGAL, India, .
, By Profession : Others
2. Kumar Vardhan Patodia
Partner/ Authorised Signatory, Ahw Unimark Consortium Llp, Shyamkunj 12 C Lord Sinha Road, Flat
No:6th Floor, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700071,
, By Profession : Others

Identified By Gopal Jhunjhunawala, son of Lt. S. S Jhunjhunawala, 204, Acharya Jagadish Ch. Bose
Rd., Kolkata, Thana:-Shakespear Sarani, District:-South 24-Parganas, WEST BENGAL, India, Pin
:-700017, By Caste: Hindu, By Profession: Professionals.

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

On 25/02/2014

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-67,87,87,876/-Lease Period 198 Years Advance/Premium Rs 115,20,00,000/- Average annual Rent Rs 120/-

Certified that the required stamp duty of this document is Rs.- 80640042 /- and the Stamp duty paid as: Impresive Rs.- 100/-

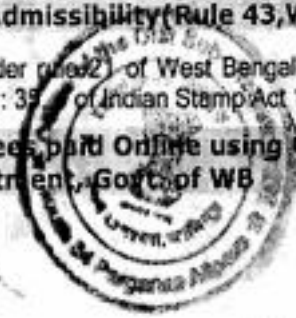
(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS

On 26/02/2014

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

Admissible under rule 43 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 35 of Indian Stamp Act 1899.

**Registration Fees paid Online using Government Receipt Portal System (GRIPS),
Finance Department, Govt. of WB**



(Signature)
District Sub-Registrar-III
(Rajendra Prasad Upadhyay)

DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS





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

Endorsement For Deed Number : I - 01543 of 2014
(Serial No. 01584 of 2014 and Query No. 1603L000002224 of 2014)

Registration Fees Rs. 1,26,72,046/- paid online on 19/02/2014 5:14AM with Govt. Ref. No. 192013140007348632 on 17/02/2014 9:57PM, Bank: ICICI Bank, Bank Ref. No. M3320687 on 19/02/2014 5:14AM, Head of Account: 0030-03-104-001-16, Query No:1603L000002224/2014

Stamp Duty paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Stamp duty Rs. 8,06,39,942/- paid online on 19/02/2014 5:14AM with Govt. Ref. No. 192013140007348632 on 17/02/2014 9:57PM, Bank: ICICI Bank, Bank Ref. No. M3320687 on 19/02/2014 5:14AM, Head of Account: 0030-02-103-003-02, Query No:1603L000002224/2014

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

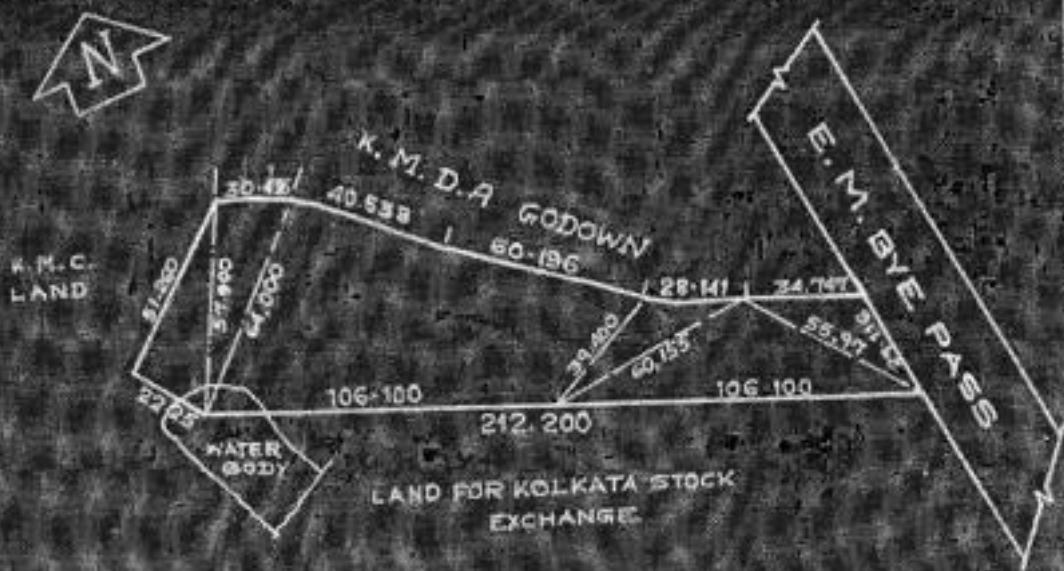


Rajendra Prasad Upadhyay
District Sub-Registrar-III
Ajipore, South 24-Parganas
(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS



SITE PLAN OF LAND MEASURING MORE OR LESS 2 ACRE ON E.M. BYPASS DULY LEASED BY K.M.C. TO M/S AHW UNIMARK CONSORTIUM.

SCALE: ~ 1:1800 (ALL DIMENSION ARE IN M.)



[Signature]
SIG. OF D/MAN

[Signature]
SIG. OF SURVEYOR

[Signature]
SIG. OF A.E.C.

[Signature]
SIG. OF CH. V&S.



AND

AHW UNIMARK CONSORTIUM LLP, a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act, 2008, and having its registered office at Shyamkunj, 12C Lord Sinha Road, 6th Floor, Kolkata - 700 071, 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**:

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. Dog Nos as mentioned in detail in the Plot Schedule in Mouza Boinchola, J.L. No.4, P.S. - Pragati Maidan, District Sub Registration Office Sealdah, District Registration Office Alipore, District: 24 Parganas (South) within the limits of The Kolkata Municipal Corporation 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**". The said plot of land is part of a 10 acre plot of land which was relinquished by the Calcutta Stock Exchange Limited to the Lessor in terms of resolution of the Mayor-in-Council of the Lessor in respect of item no. MOA-155.3 dated 24th July 2009 and of the Corporation of the Lessor in respect of Agenda No. 50, Item No. 11 dated 24th August 2009 and by virtue of a deed of surrender executed on 9th November 2009.
- B. Bids were invited by the Lessor for long term lease of the said plot through Notice inviting Tender no. 48/12-13 published in Anand Bazar Patrika, Sambad Pratidin, The Hindu, Hindustan Times (Delhi) and The Times of India on 8th May 2012 with various terms and conditions contained in its "Request For Proposal" that was also posted on the Lessor's official web-portal.
- C. At the conclusion of the bidding process, the Lessor placed the matter for consideration before its Mayor-in-Council and the Mayor-in-Council in its meeting dated 9th June 2012 in respect Mayor-in-Council of Item No. MOA-34.6 recommended for approval of the Corporation the proposal regarding allotment of the said plot to the highest bidder AHW Unimark Consortium and the Mayor-in-Council resolved inter alia, as follows:-
- a) That the proposal of Jt. Municipal Commissioner (Dev) in respect of allotment of 2 acre land, as surrendered by the Calcutta Stock Exchange Ltd. to the KMC, on long term lease through open tender be taken up for consideration and be approved.
- b) That the plot of land on the Eastern Metropolitan Bypass measuring 2 acres, more or less, that was surrendered to the KMC by Calcutta Stock Exchange Ltd. may be leased out to the highest





bidder AHW Unimark Consortium 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 offered lease premium of Rs 115.20 Crores only, is approved.

- D. The said recommendation of the Mayor-in-Council was approved by the Corporation at its meeting held on 20th June 2012, vide agenda no. 26 and item no. 6.
- E. The said AHW Unimark Consortium was declared to be the highest bidder to obtain a lease of the said plot by the Lessor by its letter No. 068/PPP/12-13 dated 11th June 2012 read with its letter no. 085/PPP/12-13 dated 10th July 2012 and the AHW Unimark Consortium was called upon to comply with the terms and conditions of the offer and for grant of a lease thereof.
- F. The AHW Unimark Consortium, in terms of the said letters dated 11th June 2012 and 10th July 2012 of the Lessor, paid to the Lessor the entire consideration or premium of a sum of Rs. 115.20 Crores (Rupees One Hundred and Fifteen Crore Twenty Lakh Only) for lease of the said plot in the following manner:

Sl. No.	TR No.	TR Date	Amount (Rs.)
1	0949879	01/06/12	1,00,00,000.00
2	0272565	25/07/12	57,60,00,000.00
3	0366898	07/09/12	56,60,00,000.00
	Total		115,20,00,000.00

- G. The AHW Unimark Consortium, vide their letter dated 18th July 2012, informed the Lessor that the office of the Registrar, Ministry of Corporate Affairs, Govt had made available to them the name " AHW Unimark Consortium LLP" and also submitted to the Lessor photocopy of the Certificate of Incorporation (Form 16) certifying that AHW Unimark Consortium LLP had been incorporated pursuant to Section 12(1) of the Limited Liability Partnership Act 2008 vide LLP Identification No. AAB-0245.
- H. The Lessor placed the matter for consideration before its Mayor-in-Council and the Mayor-in-Council in its meeting dated 5th, October 2012 in respect of Item No. M-44.1 resolved inter alia, as follows:-
- i) That the proposal of Joint Municipal Commissioner (Dev.) regarding allotment of 2 acre land on E.M. Bypass, surrendered by the Calcutta Stock Exchange Ltd. as aforesaid to the K.M.C., on long term lease through open tender, prayer of highest bidder for execution of lease agreement with M/s AHW Unimark Consortium LLP, as described in detail in the Agenda Note, is taken up for consideration and is approved.



ii) That the matter of incorporation of the highest bidder (viz. M/s AHW Unimark Consortium) in respect of the tender for long-term lease of the 2-acre plot of land on Eastern Metropolitan Bypass (that was earlier surrendered by Calcutta Stock Exchange Ltd. to the KMC), under relevant section of the Limited Liability Partnership Act as M/s AHW Unimark Consortium L.P., is taken up for consideration and is approved.

iii) That the matter of executing the Lease agreement in respect of the said 2 acre plot of land between the Kolkata Municipal Corporation and M/s AHW Unimark Consortium L.P., is taken up for consideration and is approved.

iv) That Jt. Mpl. Commissioner (Dev.) shall take necessary action accordingly.

- I. The said recommendation of the Mayor-in-Council dated 5.10.2012 was approved by the Corporation at its meeting held on 26th November 2012, vide agenda no. 31 and item no. 9.
- J. 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 cure any defect.
- K. The Lessee and the Lessor have caused joint survey and measurement of the said plot and the Lessee has on 6th May, 2013 been put in vacant and peaceful possession of the said plot, to its satisfaction.
- L. The Lessor has now agreed to grant lease of the said plot to the Lessee on the terms and conditions hereinafter contained.

I. NOW THIS DEED WITNESSETH THAT in pursuance of the said agreement and in consideration of the basic premium of Rs. 115.20 Crore (Rupees One Hundred and Fifteen Crore Twenty Lakh Only) paid by the Lessee to the Lessor before 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 free from all encumbrances claims demands ALL THAT the pieces and parcels of land containing an area of 2 (two) acres, more or less situate lying at and comprised in Mouza Boinchola, J.L. No.4, P. S. - Pragati Maidan, District 24 Parganas (South) 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 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 6th May 2013 and expiring on 5th May 2112 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 without any claim or demands from K. M. C. on account of premium subject to lessee not being in default of the terms of the lease YIELDING AND PAYING therefor unto the said Lessor annual ground rent of Re.1/- (Rupee One only) per cottah of land or part thereof comprised in the demised plot per annum payable to K.M.C. on or before the 15th day of April of the succeeding financial year and on the terms and conditions hereinafter contained.

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

- 2.1 The Lessee shall pay to the Lessor the yearly rent of Re. 1/- (one) per cottah or part thereof of the demised plot, on or before the 15th day of April of the financial year for which the same is payable without any delay, default or abatement whatsoever during the term. The payment of rent shall commence from 6th May, 2013. The rent shall be payable by the Lessee to the Lessor no later than the 15th April of the succeeding financial year.
- 2.2 The Lessee shall pay all present and future taxes (including applicable property tax), rates, fees (including building sanction fees), cess and other impositions of every description in respect of the land and structure 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. For the period after the date of possession, the Lessor shall under no circumstances whatsoever be held responsible and/ or liable for any dues & arrears of any nature whatsoever in respect of the said demised plot.
- 2.3 The Lessee shall 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 within 48(forty eight) months from the date of possession given by the K.M.C. (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, Lift Clearance etc., as may be applicable,





the Lessor shall be entitled to claim liquidated damages from the Lessee @ Rs. 5,00,000/- (Rupees Five Lakh only) 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
- B) Civil commotion
- C) Order of restraint from any court
- D) Any other circumstances beyond the control of Lessee

- 2.4 The Lessee shall have the absolute right to construct & develop the project on the plot and upon completion of the said project, the Lessee shall have the right to operate and maintain the same.
- 2.5 The Lessee shall have the absolute right to select and appoint architects, contractors, service agencies or any other person or persons for the purpose of the project. It is further agreed that after the completion of the project, the Lessee shall have the absolute right to operate and maintain the same in the manner the Lessee may deem fit.
- 2.6 The Lessee shall 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.
- 2.7 The Lessee shall 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 which the Lessor may suffer or be put to by reason of any breach or alleged breach of the aforesaid covenant.





- 2.8 The Lessee shall 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.
- 2.9 The Lessee shall install necessary pollution control equipments and facilities and to obtain necessary periodical clearances in this regard from the applicable authorities.
- 2.10 The Lessee shall keep the demised plot clean and free from all sorts of nuisances and not to allow accumulation of water which is or can be a health risk or unhygienic, on it at any time and also to comply from time to time all conditions and regulations laid down by the KMC health department.
- 2.11 The Lessee shall enjoy the freedom to access, occupy and operate the leasehold rights on the plot during the entire term of lease including the renewal thereof without hindrance obstruction and limitation and without payment of any additional costs or charges of any nature whatsoever subject to compliance of local laws.
- 2.12 The Lessee shall not be entitled to assign the lease or any part thereof but shall be entitled to mortgage its leasehold interest for the purpose of securing financial assistance.
- 2.13 The Lessee shall use the land for any lawful purpose admissible under extant Land Use Development Control Plan for KMC area framed by KMDA.
- 2.14 The Lessee shall, at its own costs and expenses complete the construction of the project and obtain all the necessary consents and approvals necessary for the operation and maintenance of the project.
- 2.15 The Lessee shall from time to time permit and/ or allow the Lessor and its authorized representatives to enter into the plot and to view the state and condition of the same after giving reasonable prior notice in writing to the Lessee before such entry and providing the Lessee with a list of such authorized representative(s) in advance. The Lessor and/ or its authorized representatives shall not disturb the Lessee's peaceful and quite enjoyment of the plot, and/ or business operation of the Lessee during the course of such entry.
- 2.16 The Lessee shall keep all structures to be erected on the demised plot in good and tenable repair and condition.



- 2.17 The Lessee shall take necessary precaution towards fire safety and carry out regular maintenance and replacement of electrical wiring installations and appliances.
- 2.18 The Lessee shall 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 before the date of expiration of the lease period.
- 2.19 The Lessee will not be entitled to assign the lease or any part thereof but will be entitled to mortgage its leasehold interest in the demised plot to banks, financial institutions or companies for raising finance without however foisting any liability on the Lessor within the lease period. The Lessee shall always indemnify and hold the Lessor indemnified and harmless of any demand or claim arising out of such mortgage.
- 2.20 The Lessee shall not sub-divide the demised plot into smaller plots of land for any purpose.
- 2.21 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.
- 2.22 The Lessee shall not remove any earth from the demised plot for any purpose other than for the purpose for which the land is settled, which earth should be used for re-filling of trenches excavated for construction and not to cause any damage or depreciation to the demised plot. The sub - soil rights shall belong exclusively to KMC notwithstanding anything contrary in this agreement or other document relating to demised plot.
- 2.23 The Lessee shall not 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.

2.24 The Lessee shall not 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.

2.25 The Lessee shall not 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 be used for the said purposes.

2.26 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 AS FOLLOWS:-

3.1 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.

3.2 The Lessor assures the Lessee that at the time of execution hereof, the demised plot is free from all encumbrances and impediments of any kind. The Lessor further assures and warrants that all the original title deeds of the plot are in possession of the Lessor and the plot has not been mortgaged or charged in any manner and the Lessor shall not be entitled to mortgage or charge the plot in whole or in part with any person or entity.





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 Lessee 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 notice in writing) for a like term of 99 years without any payment of further premium and on the same terms and conditions contained in these 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 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 indenture as determined and in that event the sub lessee for the constructed spaces of the structures upon the demised plot of land shall become the direct lessees under the Lessor.
- 4.4 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 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 the stamp duty and registration fees shall be paid and born 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.
- 4.7 Disputes and differences arising out of or in connection with or relating to the interpretation or implementation or termination of this Lease Deed which cannot be settled by mutual negotiation within 60 days from the date of dispute, shall be referred to the sole arbitration of the Hon'ble Mayor of The Kolkata Municipal Corporation and if he declines, to his nominee or to a person as mutually decided by both the parties herein. 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.
- 4.8 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.
- 4.9 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

4/11



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 the pieces and parcels of land containing by measurement an area of 2 acres more or less and comprised within R. S. Dag Nos. 305(P), 306, 307(P), 308(P), 345(P), 346(P), 347(P), 348(P), 349(P), 350, 351(P), 455(P) & 457(P) in Khutian No. 160(sabek 183) in Mouja Boinchola, J. L. No. 4, P.S. Pragati Maidan, District Sub – Registration Office Sealdah, District Registration Office Alipore, District 24 Parganas (South) within the limits of the Kolkata Municipal Corporation and delineated in the map or plan annexed hereto and thereon bordered in red and butted and bounded in the manner following, that is to say:

On the North by : RS Dag No. 225, 226, 227, 228, 230, 231(P), 346(P) & 351(P)

On the South by : RS Dag No. 344(P), 345(P), 348(P), 349(P), 455(P) & 457(P)

On the East by : E.M. Bypass

On the West by : RS Dag No. 351(P)

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

R.S. Dag No.	Khutian No.	Area (acres)
305(P)	160	0.138
306	-do-	0.046
307(P)	-do-	0.072
308(P)	-do-	0.022
345(P)	-do-	0.072
346(P)	-do-	0.659
347(P)	-do-	0.126
348(P)	-do-	0.040
349(P)	-do-	0.495
350	-do-	0.160
351(P)	-do-	0.142
455(P)	-do-	0.012
457(P)	-do-	0.016
	Total	2.000



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

SIGNED AND DELIVERED for and on behalf of the Lessor THE KOLKATA MUNICIPAL CORPORATION by

Mr. HAR HAR B. NANDAL
as Municipal ~~Commissioner~~ **Municipal Secretary**
the presence of **Kolkata Municipal Corporation.**

[Signature]
29/10/13

1- *[Signature]*
CHIEF VALUER & SURVEYOR
The Kolkata Municipal Corporation

SIGNED AND DELIVERED for and on behalf of the Lessee, AHW UNIMARK CONSORTIUM LLP by

Mr. KUNAL VADHAN PATODIA as partner at Kolkata in the presence of

[Signature]
204 A5C, Baru RD, K O-17
[Signature] Mondal
Dy. C.M.L.O.

AHW UNIMARK CONSORTIUM LLP
For **REGENT HIRISE PVT. LTD.**

[Signature]
Designated Partner / Authorised Signatory
(PAN - AAVF0112E)



SPECIMEN FORM FOR TEN FINGERPRINTS



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



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



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



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



1543/14

1584/16

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
eChallan

GRN: 19-201314-000734863-2 Payment Mode Counter Payment
GRN Date: 18/02/2014 11:27:48 Bank: ICICI Bank
BRN: M3320687 BRN Date: 19/02/2014 18:44:00

DEPOSITOR'S DETAILS

Id No. : 1603L000002224/1/2014
(Query No./Query Year)

Name : AHW UNIMARK CONSORTIUM LLP
Contact No. : 9874159146 Mobile No. : +91 9681035347
E-mail : akash@unimarkgroup.com
Address : 12C, Lord Sinha Road
Applicant Name : S Dey
Office Name : D.S.R. - III SOUTH 24-PARGANAS, South 24-Parganas
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Requisition Form Filled in Registration Office

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	1603L000002224/1/2014	Property Registration- Stamp duty	0030-02-103-003-02	80639942
2	1603L000002224/1/2014	Property Registration- Registration Fees	0030-03-104-001-16	12672046

Total

93311988

In Words : Rupees Nine Crore Thirty Three Lakh Eleven Thousand Nine Hundred Eighty Eight only



Govt. of West Bengal
Directorate of Registration & Stamp Revenue
eChallan

1543/14

GRN: 19-201314-000734863-2 Payment Mode Counter Payment
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DEPOSITOR'S DETAILS

Id No. : 1603L000002224/1/2014
(Query No./Query Year)

Name : AHW UNIMARK CONSORTIUM LLP
Contact No. : 9874159146 Mobile No. : +91 9681035347
E-mail : akash@unimarkgroup.com
Address : 12C, Lord Sinha Road
Applicant Name : S Dey
Office Name : D.S.R. - III SOUTH 24-PARGANAS, South 24-Parganas
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Requisition Form Filled in Registration Office

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount(₹)
1	1603L000002224/1/2014	Property Registration- Stamp duty	0033-02-100-003-02	80638942
2	1603L000002224/1/2014	Property Registration- Registration Fees	0033-03-104-001-16	12672046
Total				93311988

In Words : Rupees Nine Crore Thirty Three Lakh Eleven Thousand Nine Hundred Eighty Eight only



AF-0366898 THE KOLKATA MUNICIPAL CORPORATION

AF-0366898

DEPARTMENT: TREASURY

RECEIPT: 012399

DATE: 07/09/2012 TIME: 15:08:22

ARTICLE/BOROUGH:

OPERATOR: 16027 SHYAMAL MITRA

COUNTER: 1

NAME:

ARTICLE: Other Deposit

COLLECTION CENTRE: 1 (H.Q (DIST - III))

Received From : DY. MANAGER (PPP)

Address : K.M.C.

Head Description

Amount Paid (Rs.)

00-8950-201-SALE OF RFP DOCUMENTS (PPP)

566000000.00

FINAL INSTALMENT OF LEASE PREMIUM RECEIVED FROM AHW UNIMARK CONSORTIUM

** TOTAL AMOUNT PAID :Rs.566000000.00
 ** AMOUNT IN WORDS : Rupees Fifty Six Crore Sixty Lac only

Mode	Chq/DD No	Chq/DD Date	Bank Name	Branch Name	Amount (Rs.)
DD	042200	07/09/2012	BANK OF INDIA		566000000.00



N.B. Cheque/Draft is subject to realization

[Signature]
 TREASURER

[Signature]
 E. and O.E. (NATURE OF DEBT)



*Please do not fold or put any mark on BARCODE



AF-0272565 THE KOLKATA MUNICIPAL CORPORATION

ACCOUNT NO. TREASURY	RECEIPT NO. 006658	DATE 25/07/2012	AF-0272565 11:39:58
OPERATOR 19619 MANJU CHAUDHURI	COLLECTION CENTRE 1 (H.Q (DIST - III))		
PAYMENT PARTICULARS Other Deposit	COMPUTER 31		

Received From : AHW UNIMARK CONSORTIUM
Address : KOLKATA

Head Description	Amount Paid (Rs.)
00-8950-201-SALE OF RFP DOCUMENTS (PPP)	576000000.00
50% OF LEASE PREMIUM IN RESPECT OF LONG-TERM LEASE OF 2-ACRE LAND ON E.M. BYPASS.	

** TOTAL AMOUNT PAID : Rs.576000000.00
** AMOUNT IN WORDS : Rupees Fifty Seven Crore Sixty Lac only

Mode	Chq/DD No	Chq/DD Date	Bank Name	Branch Name	Amount (Rs.)
DD	042132	24/07/2012	BANK OF INDIA		576000000

N.B. Cheque/Draft is subject to realization



E. and O.E. [Signature]



Please do not fold & put any mark on BARCODE



DEPARTMENT	RECEIPT	CITY	DATE	TIME
UNIT/ZONE/BOROUGH	OPERATOR	SADTAY	MAJUMDAR	COUNTER
WARD	COLLECTION CENTRE			
PARTICULARS	A.H.Q (PART - III)			

Received from (Mr. Manager (PPT))
 Receipt No. D-1111 DATED/RES-ED KOL-12, 1000

Part Description
 00-0050-201-SALE OF NFP DOCUMENTS (PPT)
 BANKING MONEY DEPOSIT RECEIVED FROM ANN UNEMARK CONSORTIUM.

Amount Paid Rs.
1000000.00

TOTAL AMOUNT PAID IN ₹ 1000000.00
 AMOUNT IN WORDS : Rupees One Crore only

Chq/DE No	Chq/DE Date	Bank Name	Branch Name	Amount
00	09/05/2010	BANK OF INDIA		1000000

N.B. Cheque/draft is subject to realization



[Signature]
 TREASURER

[Signature]
 E. and D. I.
 SIGNATURE OF OPERATOR



*Please do not fold & put any mark on BARCODE



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 4
Page from 6276 to 6299
being No 01543 for the year 2014.



Rajendra Prasad Upadhyay

(Rajendra Prasad Upadhyay) 04-March-2014
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
Office of the D.S.R. - III SOUTH 24-PARGANAS
West Bengal

CHECKED BY *[Signature]*

Certified to be a true copy

[Signature]
District Sub-Registrar-III
Alipore, South 24-Parganas

13 JUL 2017

Digitally signed by RAJANDRA PRASAD UPADHYAY
Date: 2015.07.16 11:22:55 -07:00
Reason: Digitally e-Signing the Completion Certificate of the Deed.

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