भारतीय गैर न्यायिक

भारत

बीस रुपये

रु.20

Rs.20

TWENTY RUPEES

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

पश्चिमबंगा पश्चिम बंगाल WEST BENGAL

23AA 510753

B. N. SAHA NOTARY 23/2002 S.W.B.

FORM 'A'

[*SEE* RULE 3(2)]

BEFORE THE NOTARY PUBLIC

AFFIDAVIT CUM DECLARATION

Affidavit cum Declaration of **RANA GUPTA**, duly authorized by the promoter of the proposed project JOYVILLE SHAPOORJI HOUSING PRIVATE LIMITED (hereinafter referred to as "Promoter") , duly authorized by the promoter of the proposed project, vide its authorization dated 5th September, 2018, a copy of the same is enclosed herewith;

I, **RANA GUPTA**, son of Late Ashoke Gupta, aged about 56 years, by faith Hindu, by occupation Service, working for gain at Joyville Shapoorji Housing Private Limited at P.S. Srijan Corporate Park, Unit 903, 9th Floor, Tower - I, Plot No, G2, Block - GP,

B. N. SAHA NOTARY Bikash Bhawan North Block, Gr. Flor Salt Lake City, Kolkata West Bengal

13 DEC 2018

1003 01.10.2018

S.L. No. .....

Name Joyvill Shapoorji Housing Pvt Ltd.

Address Salt Lake - Se-v

Value 20/- Kol-91

Chief Cashier
Calcutta Stock Exchange Ltd.
Stock Exchange Bldg. Kol.-150

Sector - V, Salt Lake City, Kolkata - 700091, duly authorized by the Promoter of the proposed project do hereby solemnly declare, undertake and state as under:

1. That the Promoter has a legal title to the land on which the development of the project is being carried out. A legally valid authentication of title of such land along with an authenticated copy of the Agreement to Sub-Lease between such owner and promoter for development of the real estate project is enclosed herewith.

2. That details of encumbrances including details of any rights, title, interest or name of any party over the project land has been described in the **First Schedule** hereunder written.

3. That the time period within which the Project shall be completed by the Promoter is December, 2020.

4. That seventy percent (70%) of the amounts realised by the Promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.

5. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.

6. That the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project that the Promoter shall get the accounts audited within six (6) months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

7. That the Promoter shall take all the pending approvals in time, from the competent authorities.

8. That the Promoter has furnished such other documents as have been prescribed by the rules and regulations made under the Act.

B. N. SAHA
NOTARY
Bikash Bhawan
North Block, Gr. Floor
Bidhannagar, Kolkata
West Bengal

13 DEC 2018

9. That the Promoter shall not discriminate against any allottee at the time of allotment of any apartment on any grounds.

Deponent

Verification

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom

Verified by me at Kolkata on this 13th day of Dec 2018

Deponent

Solemnly Affirmed & Declared Before me & Identification of Advocate

B. N. SAHA
NOTARY

Identified by me

Advocate

B. N. SAHA
NOTARY
Bikash Bhavan
North Block, Gr. Floor
Bidhannagar, Kolkata
West Bengal

13 DEC 2018

SCHEDULE - I

JOYVILLE – HOWRAH

DETAILS OF ENCUMBRANCES

Sl. No.	Date of Creation of Mortgage	Details of Mortgage	Name of Mortgagee	Name of Mortgagor	Details of Release (if any)
1.	18/08/2016	30.385 Acres of land or thereabouts situate, lying and being at Mouza Pakuria, Khalia, and Baltikuri in District Howrah, West Bengal, PIN Code – 711403 but excluding 138 Apartments therein vide a 'Deed of Simple Mortgage' dated 30th November, 2015 registered at the Office of the District Sub-Registrar Howrah in Book No. I, Volume No. 0501-2016, Pages from 200330 to 200377, being No. 050107957 for the year 2016.	Housing Development Finance Corporation Limited	Joyville Shapoorji Housing Private Limited.	N.A.
2.	30/11/2017	30.385 Acres of land or thereabouts situate, lying and being at Mouza Pakuria, Khalia, and Baltikuri in District Howrah, West Bengal, PIN Code – 711403 but excluding 208 Apartments therein vide a 'Deed of Simple Mortgage' dated 30th November, 2015 registered at the Office of the District Sub-Registrar Howrah in Book No. I, Volume No. 0501-2017, Pages from 304293 to 304352, being No. 050111109 for the year 2017.	Housing Development Finance Corporation Limited	Joyville Shapoorji Housing Private Limited.	N.A.

D. N. SAHA
NOTARY
23/2002

JOYVILLE SHAPOORJI HOUSING PVT. LTD.
Authorised Signatory

B. N. SAHA
NOTARY
23/2002

Joyville™
by Shapoorji Pallonji

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF JOYVILLE SHAPOORJI HOUSING PRIVATE LIMITED ("THE COMPANY") ON WEDNESDAY, 5TH SEPTEMBER, 2018 AT JOYVILLE HINJAWADI SALES GALLERY, MAAN, NEAR PHASE 1, HINJAWADI, PUNE, 411057.

To co-ordinate with Authorities under The West Bengal Housing Industry Regulation Act, 2017 and Real Estate (Regulation and Development) Act, 2016 for Company's project at Howrah, West Bengal:

"**RESOLVED THAT** pursuant to provisions of The West Bengal Housing Industry Regulation Act, 2017 and The Real Estate (Regulation and Development) Act, 2016 as applicable in the State of West Bengal (including any statutory modifications or amendments thereto or re-enactments thereof for the time being in force), the following Signatories of the Company be and are hereby severally authorized to sign and execute necessary Applications, Declarations, Affidavits, statements, papers, writings and allied documents and to perform all such acts, deeds, things as may be necessary for registering the Company's project situated at Howrah, in different phases:

Mr. Venkatesh Gopalkrishnan
Mr. Sriram Mahadevan
Mr. Rana Gupta
Mr. Himanshu Jani
Mr. Gourav Bhutani
Mr. Anango Bhattacharya and
Mr. Sudipto Saha
(hereinafter collectively referred to as **"Authorised Signatories"** of the Company).

RESOLVED FURTHER THAT the powers granted to the aforesaid signatories shall be valid and effective unless revoked by the Board and shall be exercised by them only so long as they are in association with the Company.

RESOLVED FURTHER THAT a copy of this resolution duly certified by any of the Directors viz. Mr. Venkatesh Gopalkrishan and Mr. Sriram Mahadevan or Chief Financial Officer or Company Secretary of the Company, be furnished to anyone concerned or interested in the matter."

Certified True Copy
For **Joyville Shapoorji Housing Private Limited**

Company Secretary

JOYVILLE SHAPOORJI HOUSING PVT. LTD.
Authorised Signatory

live to grow

Joyville Shapoorji Housing Private Limited
CIN U70109MH2007PTC166942
Regd. Office: SP Centre, 41/44 Minoo Desai Marg, Colaba, Mumbai – 400 005
Tel: +91 22 6749 0000 Fax: +91 22 6633 8176
Website: www.joyvillehomes.com

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000

सत्यमेव जयते

INDIA

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL

A 573215

B. N. SAHA
NOTARY
23/2002

THIS DEED of LEASE made on this 20th day of the month of November, 2006

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 84/1A, Topsia Road, "Trinity Plaza", Ground Floor, Kolkata: 700046 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.

JOYVILLE SHAPOORJI HOUSING PVT. LTD.

Authorised Signatory

THE GOVERNOR OF STATE OF WEST BENGAL through the Principal Secretary, Urban Development Department having his office at Nagarayan, DF-8, Sector-I, 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:

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 five phases 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 consonance with the standard UDPFI guidelines as well as fully comply 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 Salap, Tentulkuli, Pakuria, Bankra, Balitikuri, Khalia, Kona, 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.

C. By an indenture dated 6th November, 2004 made between the National Small Industries Corporation of the one part and the KMDA of the other part the said NSIC has transferred land measuring an area of 76 acres at Mouza Balitikuri, Dist. Howrah, West Bengal fully described therein in favour of KMDA for the consideration and on the terms and conditions mentioned therein.

D. KMDA has therefore become the owner of 389.095 acres of land in Moujas Salap, Tentulkuli, Pakuria, Bankra, Baltikuri, Khalia and Kona in the District of Howrah in the State of West Bengal.

E. In terms of the said Agreement, the said Beyond Limit International Ltd has caused the Lessee to be incorporated under the Companies Act, 1956 and nominated the Lessee to have the lease of 389.095 acres of land from KMDA and the same has been confirmed by KMDA and the Confirming Party.

F. By a deed of Lease dated 21st December, 2004 executed between KMDA, Kolkata West International City Pvt. Ltd. and The Governor of the State of West Bengal and registered before the Registrar of Assurances, Kolkata in Book No. I, Volume No. I, Pages 1 to 20 and being No. 00061 of the year 2004, KMDA has granted a lease of 82.147 acres of land for a consideration of Rs.20 Crores (Rupees Twenty Crores only) for the purpose of development of 1st phase of the commercial cum residential township.

G. KMDA and the Confirming Party has agreed with the Lessee to transfer the balance area of 308.053 acres by lease to the Lessee in four stages.

H. KMDA has now agreed to grant a lease of 77.01 acres out of the said land for a consideration of Rs.18.75 Crores (Rupees Eighteen Crores and Seventy five Lakhs only) towards the purpose of development of the 2nd Phase of the commercial cum residential township and the balance land of 231.043 acres will be transferred to the Lessee in accordance with the said Agreement dated 7th July 2004.

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

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In consideration of a sum of Rs.18,75,00,000/- (Rupees Eighteen Crores Seventy Five Lakhs 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

77.01 acres more or less in Mouzas Salap, Tentulkuli, Pakuria, Bankra, Balitikuri, Khalia, Kona, Dist. 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 10th day of November, 2006 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.

(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 as aforesaid. 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 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 sub-consultants, 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 or 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 course 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.

[iii] 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.

[iv] 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.

[v] 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.

[vi] 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.

[vii] 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.

[viii] 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 77.01 acres be the land more or less in Mouzas Salap -J.L. No.52, Tentulkuli-J.L No-53, Pakuria-J.L No.54, Bankra-J.L No.55 P.S. Domjur, Balitikuri -J.L. No-l, P.S. Jagacha, Khalia-J.L No.6, Kona-J.L No.7, P.S. Bally, Dist-Howrah as delineated on the map or plan annexed hereto and thereon bordered red and as per the following details :

0.105 acre of land at Mouza Salap J.L-52, P.S. Domjur, Dist-Howrah as per the following details :

R.S. Plot No.	Area Handed over (in Acres)	Specific Portion
1329	0.085	Southern
2410	0.02	Southern

4.725 Acres of land at Mouza-Tentulkuli, J.L. No.53, P.S. Domjur, Dist-Howrah as per the following details :

R.S. Plot No.	Area Handed over (in Acres)	Specific Portion
2300	0.43	Western
2301	0.08	South-West
2304	0.21	Southern
2305	0.14	Entire
2306	0.21	Entire
2307	0.10	Entire
2308	0.14	Entire
2309	0.58	Entire
2310	0.13	Entire
2311	0.08	Entire
2312	0.10	Entire
2313	0.11	Entire
2314	0.10	Entire
2315	0.10	Entire
2316	0.36	Entire
2317	0.485	Southern
2357	0.35	Southern
2358	0.01	South-East corner
2359	0.035	Eastern
2360	0.045	Eastern
2373	0.005	South-West corner
2386	0.005	North-East corner
2387	0.185	Ex. South-West corner
2388	0.06	North-East corner
2389	0.435	Eastern
2390	0.17	Entire
2409	0.07	Entire

B. N. SAHA
NOTARY
23/2002

44.218 acres of land at Mouza-Pakuria, J.L. No.54, P.S. Domjur, Dist-Howrah as per following details :

R.S. Plot No.	Area Handed over (in Acres)	Specific Portion
1349	0.005	S/W corner
1350	0.115	Except N/W corner
1351	0.555	Western
1352	0.48	Southern
1353	0.12	Entire
1354	0.09	Entire
1355	0.05	Entire
1356	0.07	Entire
1357	0.03	Entire
1358	0.02	Entire
1359	0.07	Entire
1360	0.12	Entire
1361	0.38	Southern
1362	0.06	Entire
1363	0.295	Ex North West Portion
1364	0.005	Ex North West Portion
1374	0.06	South East Corner
1377	0.01	South East Corner
1378	0.05	South East Corner
1380	0.07	Entire
1381	0.02	Eastern
1382	0.065	Eastern
1383	0.07	Entire
1384	0.03	Entire
1385	0.03	Entire
1386	0.04	Entire
1387	0.10	Entire

1388	0.47	Entire
1389	0.26	Entire
1390	0.16	Entire
1391	0.13	Entire
1392	0.17	South East corner
1393	0.27	Entire
1394	0.17	Entire
1395	0.09	Entire
1396	0.08	Entire
1397	0.33	Entire
1398	0.04	Entire
1399	0.05	Entire
1400	0.09	Entire
1401	0.15	Entire
1402	0.14	Entire
1403	0.09	Entire
1404	0.08	Entire
1405	0.04	Entire
1406	0.04	Entire
1407	0.02	Entire
1408	0.03	Entire
1409	0.08	Entire
1410	0.30	Entire
1411	0.22	Entire
1412	0.10	Entire
1413	0.16	South East corner
1414	0.01	South East corner
1415	0.195	Southern
1423	0.01	South East corner
1424	0.07	South East corner
1591	0.005	South East corner
1592	0.18	Ex North West corner

1595	0.33	Southern
1596	0.22	Entire
1597	0.44	Entire
1598	0.44	Entire
1599	0.225	Southern
1600	0.08	Entire
1601	0.10	Entire
1602	0.085	Southern
1604	0.065	Southern
1605	0.22	Entire
1606	0.15	Entire
1607	0.03	Entire
1608	0.03	Entire
1609	0.01	Entire
1610	0.095	Ex North West corner
1611	0.04	South East corner
1622	0.05	South East corner
1624	0.01	South East corner
1625	0.24	Eastern
2052	0.01	South East corner
2057	0.005	South East corner
2059	0.04	Southern
2060	0.06	South East
2062	0.11	Southern
2063	0.085	Middle
2064	0.12	Middle
2065	0.25	South West
2066	0.07	Entire
2067	0.12	Northern
2068	0.445	Ex South West
2069	0.075	North East
2070	0.31	Entire

2071	0.26	Entire
2072	0.27	Entire
2073	0.73	Entire
2074	0.06	Entire
2075	0.05	Entire
2076	0.03	Entire
2077	0.60	Entire
2078	0.52	Entire
2079	0.22	Entire
2080	0.14	Entire
2081	0.24	Entire
2082	0.13	Entire
2083	0.10	Entire
2084	013	Entire
2085	0.293	Ex North West
2086	0.14	Southern
2087	0.05	Entire
2088	0.06	Entire
2089	0.05	Entire
2090	0.01	Southern
2091	0.05	Southern
2092	0.005	South East
2098	0.005	South East corner
2099	0.12	Ex. N/W corner
2100	0.05	South East
2145	0.13	Southern
2158	0.115	Eastern
2159	0.13	Entire
2160	0.10	Entire
2161	0.01	South East Corner
2162	0.02	Eastern
2163	0.09	Entire

2164	0.05	Eastern
2165	0.17	Entire
2166	0.10	Entire
2167	0.11	Entire
2168	0.12	Entire
2169	0.03	Entire
2170	0.04	Entire
2171	0.06	Entire
2172	0.11	Entire
2173	0.17	Entire
2174	0.25	Entire
2175	0.29	Entire
2176	0.17	Entire
2177	0.09	Entire
2178	0.17	Entire
2179	0.81	Entire
2180	0.31	Entire
2181	0.78	Entire
2182	0.20	Entire
2183	0.03	Entire
2184	0.03	Entire
2185	0.21	Entire
2186	1.79	Entire
2187	0.16	Entire
2188	0.08	Entire
2189	0.05	Entire
2190	0.07	Entire
2191	0.07	Entire
2192	0.17	Entire
2193	0.10	Entire
2194	0.01	Entire
2195	0.23	Entire

B. N. SAHA
NOTARY
23/2002
Govt. of W.B.

B. N. SAHA
NOTARY
23/2/02

2196	0.13	Entire
2197	0.06	Entire
2198	0.06	Entire
2199	0.22	Entire
2200	0.015	Eastern
2203	0.025	Eastern
2204	0.035	Eastern
2205	0.10	Entire
2206	0.05	Eastern
2217	0.135	Eastern
2218	0.035	Eastern
2219	0.07	Entire
2220	0.17	Entire
2221	0.31	Entire
2222	0.03	Entire
2223	0.30	Entire
2224	0.40	Entire
2225	0.34	Entire
2226	0.17	Entire
2227	0.57	Entire
2228	0.61	Entire
2229	0.40	Entire
2230	0.28	Entire
2231	0.21	Entire
2232	0.73	Entire
2233	0.23	Entire
2234	0.09	Entire
2235	0.07	Entire
2236	0.08	Entire
2237	0.20	Entire
2238	0.09	Entire

B. N. SARA
NOTARY
23/2002

2240	0.08	Entire
2241	0.26	Entire
2242	0.01	South East
2243	1.24	South East
2245	0.07	Southern
2246	0.18	Entire
2247	0.15	Entire
2248	0.06	Entire
2249	0.05	Southern
2250	0.17	Southern
2259	0.02	South East corner
2261	0.29	Ex-N/W
2262	0.58	Ex-N/W corner
2263	0.10	Entire
2264	0.67	Entire
2265	0.11	Entire
2266	0.12	Entire
2267	0.13	Entire
2268	1.31	Entire
2269	0.65	Entire
2270	0.07	Entire
2271	0.04	Entire
2272	0.03	Entire
2273	0.09	Entire
2274	0.09	Entire
2275	0.05	Entire
2276	0.07	Entire
2277	0.03	Entire
2278	0.12	Entire
2279	0.21	Entire
2280	0.10	Entire
2281	0.94	Entire

B. N. SARA
NOTARY
23/10/06

2282	0.48	Entire
2283	1.53	Entire
2284	1.42	Entire
2285	0.61	Entire
2286	0.44	Entire
2287	0.43	Entire
2288	1.20	Entire
2096/2293	0.005	S/E corner

2.585 acres of land at Mouza-Bankra, J.L. No.55, P.S. Domjur, Dist – Howrah as per the following details :

R.S. Plot No.	Area Handed over (in Acres)	Specific Portion
32	0.035	Eastern
33	0.015	Eastern
34	0.11	Entire
35	0.350	Entire
36	0.275	Eastern
37	0.080	Eastern
43	0.195	Eastern
44	0.18	Entire
45	0.38	Ex-N/W corner
46	0.080	S/W corner
51	0.060	S/W corner
52	0.095	Ex-N/E corner
53	0.015	Southern
54	0.07	Southern
55	0.035	Ex. N/W corner
58	0.07	Southern
63	0.13	Southern
64	0.05	Southern

66	0.04	Southern
67	0.06	Southern
311	0.17	Northern
312	0.02	North/West
313	0.07	Northern

6.140 Acres of land at Mouza-Balitikuri, J.L. No.1, P.S. Jagachha, Dist – Howrah as per the following details :

R.S. Plot No.	Area Handed over (in Acres)	Specific Portion
2	0.65	Entire
4	0.66	Western
5	0.02	Western
9	0.36	Western
10	0.21	Western
11	0.51	Entire
12	0.04	Entire
13	0.26	Entire
14	0.29	Entire
15	0.44	Entire
16	0.60	Western & Northern
17	0.03	Western
18	0.17	Entire
19	0.13	Entire
20	0.15	Entire
21	0.08	Entire
22	0.145	North/ West
25	0.03	North Western
26	0.09	Western
36	0.03	North West corner
128	0.245	Ex. N/E & Southern

	0.020	North East
132	0,220	Ex. North & Southern
1582	0.76	Entire

18.085 Acres of land at Mouza-Khalia, J.L. No.6, P.S. Bally, Dist - Howrah as per the following details :

R.S. Plot No.	Area Handed over (in Acres)	Specific Portion
856	0.695	Southern
857	0.53	Southern
865	0.75	Southern
866	0.67	Southern
867	0.43	Southern
868	0.18	Entire
869	0.19	Entire
870	0.42	Entire
871	0.285	Southern
872	0.315	Ex. N/E corner
873	0.06	Entire
874	0.24	Entire
875	0.15	Entire
876	1.00	Entire
877	0.23	Entire
878	0.82	Entire
879	0.45	Entire
880	0.86	Entire
881	0.14	Entire
882	0.11	Entire
883	0.11	Entire
884	0.13	Entire
885	0.06	Entire

886	0.73	Entire
887	0.08	Entire
888	0.08	Entire
889	0.17	Entire
890	0.05	Northern
892	0.010	N/W corner
893	0.22	Entire
894	0.04	Northern
902	0.005	North West corner
903	0.14	Ex. South East
904	0.19	Entire
905	0.25	Entire
906	0.23	Entire
907	0.07	Entire
908	0.30	Entire
909	0.14	Entire
910	0.125	Ex. S/E corner
912	0.05	Middle of Western line
913	0.355	Ex. North East corner
914	0.13	Western
915	0.20	Entire
916	0.190	Entire
917	0.33	Entire
918	0.66	Entire
919	0.30	Entire
920	0.145	Western
938	0.34	Northern
939	0.375	Northern
940	0.54	Northern
941	0.32	Entire
942	0.43	Entire
943	0.125	Western

945	0.10	Western
946	0.12	Ex. N/E corner
947	0.165	Northern
948	0.165	Northern
950	0.185	Northern
951	0.17	Middle
957	0.275	Northern
958	0.28	Entire
959	0.235	Southern
1061	0.02	S/W corner
1062	0.035	Middle
1063	0.185	Ex. Middle Eastern
1085	0.275	

1.152 acres of land at Mouza-Kona, J.L. No.7, P.S. Bally, Dist-Howrah as per following details :

R.S. Plot No.	Area Handed over (in Acres)	Specific Portion
1109	0.065	South East
1110	0.09	Ex. S/W & Northern
1111	0.06	Southern
1112	0.025	Southern
1113	0.023	Southern
1115	0.09	Southern
1116	0.04	North East corner
1117	0.05	North East corner
1119	0.17	Middle
1125	0.14	Middle
1126	0.106	Middle
1128	0.055	Middle
1129	0.053	Middle
1130	0.185	Western Middle

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

SIGNED AND DELIVERED BY the within named The Kolkata Metropolitan Development Authority through Mr. P. R. BAVISKAR in the presence of :

(P. R. BAVISKAR)
P. R. BAVISKAR, I.A.S.
Chief Executive Officer
K.M.D.A.

1. Bhagirath Mishra
W.B.C.S. (Exe.)
Joint Secretary (Land)
K.M.D.A.

2. M. R. CHATTERJEE
Special Officer, (L.A.)
K. M. D. A.

SIGNED AND DELIVERED BY Kolkata West International City Pvt. Ltd. through Mr. Agus Suparlan in the presence of :

Kolkata West International City Pvt. Ltd.
Director

1.

2.

SIGNED AND DELIVERED BY the Governor of the State of West Bengal through Mr. P. K. PRADHAN Urban Development Department, Government of West Bengal in the presence of :

P. K. Pradhan, IAS
Principal Secretary
Urban Development Department
Government of West Bengal

1. S.K. Chattopadhyay

S.K. Chattopadhyay, W.B.C.S. (Exe)
Joint Secretary
Urban Development Deptt.
Govt. of West Bengal

2. Balaram Bhattacharjee

B. N. SAHA
NOTARY
23/2002

RECEIVED on the day month and year first above written of and from the within named Kolkata West International City Pvt. Ltd. the sum of Rs.18,75,00,000/- within mentioned to have been paid by them to us as consideration : Rs.18,75,00,000/-

(Rupees Eighteen Crores and Seventy Five Lakhs Only)

MEMO OF CONSIDERATION

By Cheque No. 076659 dated 6th July, 2006 drawn on State Bank of India, Commercial Branch, Kolkata in favour of Kolkata Metropolitan Development Authority for : Rs.18,75,00,000/-

(Rupees Eighteen Crores and Seventy Five Lakhs Only)

Witness : —

Bhagirath Mishra
W.B.C.S. (Exe.)
Joint Secretary (Land)
K.M.D.A.

Officer, (L.A.)
K. M. D. A.

(P. R. BAVISKAR)
P. R. BAVISKAR,
I.A.S.
Chief Executive Officer
K.M.D.A.

R. N. SAHA
NOTARY
23/2002

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl.No.	Signature of the executants/and/ or Purchaser/ Presentants					
		Little	Ring	Middle (Left)	Fore (Hand)	Thumb
		Thumb	Fore	Middle (Right)	Ring (Hand)	Little
		Little	Ring	Middle (Left)	Fore (Hand)	Thumb
		Thumb	Fore	Middle (Right)	Ring (Hand)	Little
		Little	Ring	Middle (Left)	Fore (Hand)	Thumb
		Thumb	Fore	Middle (Right)	Ring (Hand)	Little

35
0

750
700

DATED THIS 20th DAY OF NOVEMBER 2006

BETWEEN

KOLKATA METROPOLITAN DEVELOPMENT AUTHORITY ... FIRST PART.

KOLKATA WEST INTERNATIONAL CITY PRIVATE LIMITED ... SECOND PART.

AND

THE GOVERNOR OF STATE OF WEST BENGAL ... THIRD PART

ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA

15/12/06

DEED OF LEASE

JOYVILLE SHAPOORJI HOUSING PVT. LTD.

Authorised Signatory

11591 I 10427

B. N. SAHA NOTARY 23/2002

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL K 986187

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

District Sub-Registrar Howrah

District Sub-Registrar Howrah

AGREEMENT TO SUB LEASE 27 NOV 2013

THIS AGREEMENT TO SUB LEASE is made at Kolkata this 27th day of November,2013 **BETWEEN KOLKATA WEST INTERNATIONAL CITY PRIVATE LIMITED,** a Company incorporated and registered under the provisions of the Companies Act, 1956 and having its Registered Office at

DRISHTI DEVELOPERS PRIVATE LIMITED

JOYVILLE SHAPOORJI HOUSING PVT. LTD.

Authorised Signatory

KOLKATA WEST INTERNATIONAL CITY PRIVATE LIMITED

"Vichitra" Kolkata West International City, Salap Junction, Howrah Amta Road and Bombay Road Crossing, NH6, Howrah – 711403 hereinafter called the "**Sub Lessor**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors-in-title) of the **One Part;**

AND DRASHTI DEVELOPERS PRIVATE LIMITED, a company incorporated and registered under the provisions of Companies Act, 1956 and having its Registered Office at **70, Nagindas Master Road, Fort, Mumbai - 400 001** and also having one of its Branches at "Mira Tower", 8th Floor, DN-27, Sector-V, Salt Lake, Kolkata-700091 hereinafter called the "**Sub Lessee**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors-in-title and permitted assigns) of the **Other Part**.

WHEREAS:

A. By and under an agreement dated 7th July, 2004 ("**Agreement dated 7th July, 2004**") made between the Kolkata Metropolitan Development Authority ("**KMDA**") therein referred to as KMDA of the First Part and Beyond Limit International Limited ("**BLIL**") therein referred to as BLIL of the Second Part and The Government of the State of West Bengal therein referred to as the Confirming Party of the Third Part, KMDA agreed to grant in favour of BLIL a lease in respect of land admeasuring 390.2 Acres or thereabouts ("**Larger Land**") for a period of 999 years by way of 5 (five) separate leases to be executed in favour of an Indian company to be incorporated by BLIL for the purpose of development of an integrated satellite township in West Howrah, on the terms and in the manner therein specified;

B. Pursuant to the Agreement dated 7th July 2004 BLIL along with its collaborator Universal Success Enterprises Limited ("USEL") made an application dated 2nd September 2004 to the Department of Economic Affairs, FIPB Unit (**FIPB**) for approval to develop a satellite township in West Howrah which, was granted by FIPB by their letter of approval dated 14th October 2004.

C. In pursuance of the aforesaid, by a Certificate of Incorporation dated 4th November, 2004 Kolkata West International City Private Limited, the Sub Lessor herein, was duly incorporated under provisions of the Companies Act, 1956;

D. The Sub Lessor is a wholly owned subsidiary of New Kolkata International Development Private Limited which is a company held by (1) Greater Nashik Infracon Pvt. Ltd., (44.96%) (2) Bright Equity Group Ltd, (24.13%) (**Salim Group**)., (3) Universal Success (S) Pte Ltd., (30.77%) and (4) Prashant Pronoy Projects Pvt. Ltd., (0.14%). The said (1) Greater Nashik Infracon Pvt. Ltd., (2) Universal Success (S) Pte Ltd., and (3) Prashant Pronoy Projects Pvt. Ltd., are herein after referred to as (**USEL Group**)

E. By a Deed of Lease dated 21st December 2004 made between KMDA therein referred to as the Lessor of the First Part, the Sub Lessor therein referred to as the Lessee of the Second Part and the Governor of the State of West Bengal (through its Principal Secretary, Urban Development Department) ("**GOWB**") therein referred to as the Confirming Party of the Third Part, and registered with the Office of the Additional Registrar of Assurances Kolkata under Serial No.00061 for the year 2004, KMDA granted in favour of the Sub Lessor a lease for 999 years in respect of all that piece and parcel of land

admeasuring 82.147 Acres or thereabouts situate at Mouzas Bankra, Tentulkuli and Pakuria in the District of Howrah, together with all rights, easements and appurtenances thereto subject to the payment of the rents therein reserved and performance and observance of the covenants on the part of the lessee therein to be performed and conditions therein contained.

F. By a Deed of Lease dated 10th November, 2006 ("**Head Lease**") made between Kolkata Metropolitan Development Authority ("**KMDA**") therein referred to as the Lessor of the First Part, the Sub Lessor therein referred to as the Lessee of the Second Part and the Governor of the State of West Bengal (through its Principal Secretary, Urban Development Department) ("**GOWB**") therein referred to as the Confirming Party of the Third Part, and registered with the Office of the Additional Registrar of Assurances at Kolkata under Serial No.17015 for the year 2006, KMDA granted in favour of the Sub Lessor a lease for 999 years in respect of all that piece and parcel of land admeasuring 77.01 Acres or thereabouts situate at Mouzas Salap, Tentulkuli, Pakuria, Balitukuri, Khalia and Khona in the District of Howrah, together with all rights, easements and appurtenances thereto subject to the payment of the rents therein reserved and performance and observance of the covenants on the part of the lessee therein to be performed and conditions therein contained. more particularly described in the **Schedule** thereunder ("**KWICPL Land**");

G. By the Head Lease together with the aforesaid lease dated 21st December 2004 which has already been granted by KMDA to the Sub Lessor, the KMDA has granted land totally admeasuring 159.157 Acres or thereabouts on leasehold basis to the Sub-Lessor for the

purpose of development of an integrated satellite township thereon ("**Project Land**");

H. Pursuant thereto KWIC has got the Master Plan of the integrated satellite township approved on 21st September 2005 and revised Master Plan approved on 12th June 2013;

I. KWIC is developing the said satellite township in phase wise manner and has obtained building approvals for Phase I and Phase -1A and has commenced construction thereon and are in the process of obtaining building approvals for the rest of the phases of the KWICPL Land.

J. The Sub-Lessee is a company engaged *inter alia* in the business of dealing in houses, flats, apartments and housing complexes and is desirous of purchasing residential buildings in West Bengal with an intent to sell, lease or otherwise deal in the same;

K. The Sub Lessee is desirous of obtaining a demise from the Sub Lessor of a portion of the KWICPL Land admeasuring 30.385 Acres or thereabouts together with multistoried residential buildings which shall comprise several self-contained independent flats/apartments and other structures having total area of 36,00,000 (thirty six lakh) sq. ft., to be constructed thereon being Phase R2B of the revised Master Plan approved on 12th June 2013 ("**the Project**")and which portion of land is more particularly described in the **First Schedule** hereunder written and shown surrounded by red colour boundary lines on the plan annexed hereto and marked as Annexure "**A**" ("**said Land**");

L. The Sub Lessee has therefore requested the Sub Lessor to demise in favour of the Sub Lessee, the said Land along with multistoried residential buildings which shall comprise several self-contained independent flats/apartments and other structures to be constructed thereon , by utilizing development potential using FAR of 36,00,000 (thirty six lakh) sq. ft., which the Sub Lessor has agreed to do upon the terms and in the manner hereinafter appearing (and for the sake of clarity. the said Land together with the said multistoried residential buildings and all other structures to be built thereon, are hereinafter collectively referred to as the **"said Property"**);

M. The parties are desirous of recording the terms of the understanding arrived at by and between them.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as under:

1. In pursuance of the foregoing and in consideration of the covenant of the Sub-Lessee to pay the lease premium amounts set-out in the **Second Schedule** hereunder **(Fixed Consideration)** on or before the due dates **(Due Dates)** set-out in the Second Schedule and in further consideration of the benefits and mutual obligations respectively accruing to and undertaken by the parties hereto, the Sub Lessor hereby **agrees to sub-lease,** multistoried residential buildings, proposed to be 37 (thirty Seven) in number, which shall comprise several self contained independent flats / apartments and other structures to be constructed utilizing development potential using FAR of 36,00,000 (thirty six lakh) square feet (hereinafter called **"the said Buildings"**) together with the piece and parcel of land admeasuring

30.385 (Thirty Point Three Eight Five) Acres or thereabouts on which such residential buildings shall be constructed, situate, lying and being at Mouzas Balitkuri, Pakuria and Khalia, District Howrah, West Bengal and more particularly described in the **First Schedule** hereunder written and shown surrounded by red colour boundary lines on the plan annexed hereto and marked as Annexure "**A**" (hereinafter called "**the said Land**") (the said Buildings together with the said Land are hereinafter collectively called "**the said Property**") together with all the rights privileges benefits directly and/or indirectly attached to the said Property **TOGETHER WITH** all the benefits of the Deed of Lease dated 10th November, 2006 ("**Head Lease**") **TO HAVE AND TO HOLD** the said property unto the Sub Lessee for the unexpired term granted by the said Head Lease, less one day with an option of renewal (which renewed lease shall contain the option for renewal as herein contained) in the event that the term of the said Head Lease is renewed and the Sub-Lessee agrees to accept such sub-lease on the terms, conditions and covenants herein contained.

2. The Sub-Lessee during the term hereby agreed to be granted shall pay the yearly Lease rent of Re.1/- (Rupee One) (which rent has been paid in advance on or prior to the date hereof (the payment and receipt whereof the Sub Lessor doth hereby admit and acknowledge and of and from the same and every part thereof release and discharge the Sub Lessee forever).

3. Provided always and it is hereby mutually agreed between the Sub Lessor and the Sub Lessee as follows:

a) The Sub Lessor shall develop and hand over to the Sub Lessee the said Land and the Buildings which shall comprise of multistoried residential buildings proposed to be 37 in number together with the common areas and limited common areas, facilities and amenities including clubhouse(s) within a period of 8(eight) years or such extended period as may be mutually agreed between the Parties from the date hereof and shall consume at least the entire presently approved development potential by using FAR of 36,00,000 (thirty six lakh) square feet proposed to be constructed on the said Property in pursuance of the sanctioned layout dated 12th June, 2013. For the aforesaid purposes, the Sub Lessor shall conform to the designs and specifications as may be mutually agreed to between both the Parties. Any variations in the broad designs and specifications shall also be mutually agreed by both the parties. The detailed architectural, structural and related drawings and designs shall be prepared by the Sub Lessor and shall be subject to the approval of the Sub Lessee. The Sub Lessor shall employ competent and qualified personnel for development and completion of the construction of the said Property. The architects, consultant, professionals, project managers, contractors and other agencies shall be appointed by the Sub Lessor.

b) In addition to the Fixed Consideration, the Sub Lessee shall bear and pay to the Sub Lessor (i) all construction costs incurred by sub lessor and (ii) the charges to be paid to the various authorities for obtaining the various building permission for development of the said Property incurred by the Sub Lessor, for the construction and development of the said Property (iii) cost for development of related infrastructure and all such other cost as may be related to the development of the property. The parties hereby agree that the Sub Lessee shall deposit the amount in the designated account of the Sub Lessor.

c) The Sub Lessor shall grant unto the Sub Lessee, a sub-lease of the said Property on the terms and conditions expressed herein, together with all the rights privileges benefits directly and/or indirectly attached to the said Property, and also together with all the benefits of the Deed of Lease dated 10th November, 2006 for all the residue of the unexpired term granted by the said Head Lease, less one day with an option of renewal in the event that the term of the said Head Lease is renewed. The execution of such sub-Lease shall be subject to any permission or approvals that may be required in the opinion of the Sub Lessee and the Sub Lessee shall inform the Sub Lessor of such approvals and permissions if required for execution of the formal sub-lease, and the Sub Lessor shall obtain all such requisite approvals and permissions. The Sub Lessor undertakes to execute and duly register all necessary documents, papers, writings to give effect to the above immediately upon a demand being made by the Sub Lessee in this behalf and shall secure this obligation to the Sub Lessee by execution of an appropriate power of attorney in this behalf. It is agreed between the Parties that (except in the circumstances specified in Clause (d) of this Clause (3) the Sub Lessor will execute a formal Sub Lease in favour of the Sub Lessee immediately upon the payment by the Sub-Lessee of the whole of the Fixed Consideration payable under this Agreement any time on or before the Due Date.

d) In the event that

i. any proceedings have been filed and kept for admission and not been set aside within a period of 45 days from the date of filing of such proceedings against the Sub Lessor for their winding-up, dissolution or re-organisation or insolvency, for the enforcement

of any security over their assets or for the appointment of a liquidator, supervisor, receiver, administrator, administrative receiver, compulsory manager, trustee or other similar Officer of the Sub Lessor or

ii. any act has occurred or which may occur which affects the Sub Lessor's ability to perform its obligations and duties under this Agreement or the occurrence of any other event whereby a delay in the execution of the Sub Lease will adversely affect the interest of the Sub Lessee; or

iii. a material and adverse change, has occurred in relation to the Sub Lessor which hampers its ability to comply with its obligations under this Agreement;

iv. USEL Group is no longer in management and/or control of the Sub Lessor;

v. revocation of any power of attorney agreed to be given by the Sub Lessor under this Agreement;

then, the Sub Lessor shall forthwith execute the sub-lease as contemplated in sub-clause (c) above in favour of the Sub Lessee without demand by the Sub Lessee and it is agreed that the Sub Lessor shall not make any demand for payment of the lease premium prior to the Due Dates specified in the **Second Schedule** hereunder written. The execution of such sub-Lease shall be subject to any permissions or approvals that may be required and the Sub Lessee shall inform the Sub Lessor of such approvals and permissions if required for execution of the formal sub-lease, and the Sub Lessor shall obtain all such requisite approvals and permissions as specified by the Sub Lessee. However the Sub Lessee shall at the time of execution of sub-lease, provide the Sub Lessor and/or any party nominated by the Sub Lessor a bank guarantee, securing the amounts outstanding towards Fixed Consideration. Upon execution of the formal Sub Lease as mentioned in this Clause, all contracts, agreements etc. entered into by the Sub Lessor with

architects, consultant, professionals, project managers, contractors and other agencies in connection with the development of the said Property and in consultation with the Sub Lessee shall automatically be assigned to the Sub Lessee.

e) The Sub-lease of the said property shall be executed in parts by the Sub Lessor if required by the Sub Lessee.

f) Upon execution of the sub-lease as contemplated in Clause 3 (a) and/or 3 (d), the Sub Lessee shall be entitled to further sub-lease the said Property or any portion thereof and shall also be entitled to transfer in any manner including by way of assignment, sub-lease, mortgage and/or otherwise howsoever its interest under the deed of sub-lease in relation to the said Property or any part thereof including in the structures constructed/to be constructed on the said Land, to any third party and the Sub Lessor shall perform all acts, things, matters and deeds as are required by the Sub Lessee to effectively sub-lease/assign/mortgage the said Property or part thereof and shall execute a power of attorney in favour of the Sub Lessee to appropriately secure this obligation.

g) In the event the Sub Lessor executes the sub lease in favour of the Sub Lessee as per the terms of this Agreement, the Sub Lessee shall be deemed to have been put in physical possession of the Property.

h) In the event there is any material adverse effect in relation to the Project, the parties agree that the payment of the Fixed Consideration payable in terms of the Second Schedule to this Agreement shall stand suspended forthwith. If such material adverse effect continues beyond a term of 60 (sixty) days, then the Sub Lessee will be entitled to issue a notice demanding a refund ("**Refund Demand**") from the Sub Lessor of all amounts paid by it till such date including but not limited to the Fixed Consideration and the construction

costs, together with interest at 18% (eighteen per cent) per annum thereon ("**Completed Payments**") and such Completed Payments shall be regarded as a loan advanced to the Sub Lessor. The Sub Lessor shall, within 2 (two) days of delivery of the Refund Demand, refund the Completed Payments to the Sub Lessee. In the event that the material adverse effect comes to an end within a period of 6 (six) months from the refund of the Completed Payments, the Sub Lessee shall return to the Sub Lessor the amounts refunded to it by the Sub Lessor. The Sub Lessor has agreed to secure its obligations under this Clause by creating a mortgage of the said Property in favour of the Sub Lessee. For the purposes of this clause, '**material adverse effect**' shall mean, termination/amendment of the Head Lease and/or any Approvals.

i) It has expressly been agreed to by and between the parties that the Sub Lessor shall cause its parent Company New Kolkata International Development Private Limited to execute a Corporate Guarantee in favour of the Sub Lessee to secure all the obligations including the payments being made by the Sub Lessee to the Sub Lessor in terms of this Agreement and such corporate guarantees shall be invoked by the Sub Lessee upon failure of the Sub Lessor to refund the Completed Payments to the Sub Lessee within the time period prescribed in the aforesaid Clause 5 (h) only if such refund is payable due to any wilful act or omission of the Sub Lessor.

j) The Sub Lessee shall be entitled to transfer or assign or mortgage all its rights under this Agreement (including its rights to built up areas constructed utilizing development potential arising out of FAR of 36,00,000 (thirty six lakh) square feet in respect of the said Property or any part thereof, to any third party or to its associates/affiliates without obtaining the previous consent of the Sub Lessor. The Sub Lessor shall perform all acts, things, matters and deeds as are required by the Sub Lessee to effectively transfer including by way of assignment or mortgage such interest and shall execute a power of

attorney in favour of the Sub Lessee to appropriately secure this obligation. Upon the Sub Lessee informing the Sub Lessor of such transfer/assignment of its rights and interests under this Agreement, the Sub Lessor shall take note of the same and recognize the transferee to be the transferee/assignee, as the case may be, without demanding any premium or consideration whatsoever. The Sub Lessee shall inform the Sub Lessor of the transfer or assignment of its rights under this Agreement.

k) If at any time during the said term, the said Property or any part or portion of the future buildings or structures standing thereon be destroyed or damaged by fire tempest earthquake riot or otherwise howsoever so as to become unfit for occupation and use, the Sub Lessee may require the Sub Lessor at the cost of the Sub Lessee to (i) get the said Property rendered fit for use and occupation or; (ii) cause the Sub Lessor to demolish the structures and construct thereon new building/s, and the term of the sub lease shall remain suspended during the period of construction of the new building/s by the Sub Lessor.

l) Without prejudice to sub-clause (k) above, upon damage or destruction of the building by fire, storm or tempest or earthquake or any other means, for the purpose of redevelopment, the Sub Lessee shall be entitled to the benefit of the entire development potential arising out of FAR with respect to the said Land and further, the Sub Lessee may cause the Sub Lessor to construct thereon another building. The Sub Lessor shall do all acts, deeds and things as may be necessary so that the Sub Lessee is in a position to enjoy the benefits of the entire FAR available at that time on the said Land at the cost of the Sub Lessee.

m) The Sub Lessee shall be at liberty to place a name board or name boards and neon signs at the entrance to the said Property and/or to the said building of such size and in such position as the Sub Lessee deems fit and likewise to

hang or affix a frame or notice board bearing the designation of the office of the Sub Lessee, without payment of any additional rent or charges therefor to the Sub Lessor but after obtaining all the necessary permissions of the Municipality as well as other local bodies or authorities or persons as may be required in this behalf, at the sole cost of the Sub Lessee.

n) In the event of the Head Lease being renewed for a further term, the Sub Lessee shall have the option to renew the lease agreed to be created, for a further term of 999 (nine ninety nine) years less one day upon the same terms and conditions as contained herein.

o) The Sub Lessee shall be entitled, without the prior consent of the Sub Lessor, to carry out structural repairs, renovations, alterations to the said Building provided that such alterations are in accordance with the development control regulations and the Lessee has obtained such regulatory permissions as may be required and for this purpose utilize any additional development potential that may become available with respect to the said Land.

p) In the event the Sub Lessor fails to construct new buildings/structures on the said Property as contemplated in Sub- clauses (k) or (l) , the Sub Lessee shall then be entitled to appoint a contractor/s to complete such development at the risk and cost of the Sub Lessor including the contractors earlier appointed by the Sub Lessor.

q) In the event that the Sub Lessor is desirous of constructing a multi storied residential buildings on the Project Land, then the Sub Lessee shall have a right of first refusal for grant of sub-lease of the Project Land or any part thereof together with built-up areas to be constructed thereon by the Sub Lessor on such terms and conditions as may be agreed between the parties.

B. N. SAHA
NOTARY
23/2002

1. The Sub Lessor agrees that it shall not construct or cause to be constructed, for a period of 4 (four) years from the date of this Agreement, a multi storied residential project of any nature save and except the development of six multi storied residential buildings called Lavanya Towers on a portion of the Project Land more particularly described in the **Third Schedule** hereunder written.

2. The Sub Lessor doth hereby covenant with the Sub Lessee as follows:-

a) That the Sub Lessor hath in itself good right, full power and absolute authority to lease, grant, and demise the said Property hereby agreed to be leased, granted, demised or intended so to be unto and to the use of Sub Lessee in the manner aforesaid.

b) That it shall be lawful for the Sub Lessee from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said Property hereby agreed to be granted with its appurtenances for its own use without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Sub Lessor or its successors-in-title or assigns or by any person/s lawfully or equitably claiming or to claim by, from, under or in trust for or any of them.

c) That free and clear, freely and clearly and absolutely, acquitted, exonerated, released and forever discharged or otherwise by the Sub Lessor well and sufficiently saved, defended, kept harmless and indemnified of from, against all former and other estates, titles, charges and encumbrances whatsoever either already or to be hereafter had made executed occasioned or suffered by the Sub Lessor or by any other person/s lawfully or equitably claiming or to claim, by from, under or in trust for them or any of them.

BRASHTI DEVELOPERS PRIVATE LIMITED

INTERNATIONAL CITY PRIVATE LIMITED KOLKATA

d) The Head Lease is still valid and subsisting and the Sub Lessor shall adhere to and shall not be in breach of any of the terms and conditions therein.

e) The approvals listed in Annexure –B ("**Approvals**") have been duly obtained in relation to the Project including all requisite approvals under foreign exchange laws and the Sub Lessor shall ensure that none of the Approvals are amended or revoked and shall ensure that the Approvals shall always remain in full force and effect.

f) The Sub Lessor shall not be entitled to assign or transfer in any manner whatsoever its rights and/or interest in the said Property or any part thereof, in favour of any third person or party without the prior written approval of the Sub Lessee.

g) The Sub Lessor shall not effectuate any change in its constitution, and any change in its management or control shall constitute an assignment for the purpose of this clause. Provided however that the Sub Lessor shall be permitted to effectuate reorganization of its shareholding pattern if and only if USEL continues to remain in management control of the Sub Lessor.

h) The Sub Lessor shall within a period of 7 (seven) days, send a written intimation of :-

(i) all actions, steps, proceedings, started or threatened against the Sub Lessor for their winding-up, dissolution or re-organisation or insolvency, for the enforcement of any security over their assets or for the appointment of a liquidator, supervisor, receiver, administrator, administrative receiver, compulsory manager, trustee or other similar Officer of the Sub Lessor or any act which has occurred or which may occur which affects the Sub Lessor's ability to perform its obligations and duties under this Agreement or the occurrence of any other event whereby a delay in the execution of the Sub Lease will adversely affect the interest of the Sub Lessee;

(ii) any notices or demands received or actions, steps, proceedings [illegible] or threatened against the Sub Lessor by any governmental, semi-governmental, administrative or local or any other authorities or bodies which affects or which may affect the Sub Lessor's ability to perform its obligations and duties under this Agreement;

(iii) any change in the management and or control of the sub-lessor as mentioned in clause 3 (d) (iv); and

(iv) any act or omission which may result in a material adverse effect in relation to the Project.

i) The Sub Lessor, after consultation with the Sub Lessee, shall insure the said Property from the date of commencement of construction against all available insurance risks for an amount equal to the market / replacement value of the said Property and shall produce the insurance policy / policies and shall name the Sub Lessee a beneficiary of the said policy. The Sub Lessee on behalf of the Sub Lessor shall pay the insurance premium from time-to-time for obtaining such insurance policies and to renew the same till completion of construction or the date of Sub Lease, of the said Property, whichever is earlier. The date of commencement of construction as mentioned in this sub clause shall be informed in writing by the Sub Lessor to the Sub Lessee by a written notice at least 15 days in advance.

j) The Sub Lessor shall not amend the sanctioned layout dated 12th June, 2013 in a manner which is prejudicial to the interests of the Sub-Lessee under this Agreement.

k) The Sub Lessor shall keep all survey boundary marks demarcating the boundaries of the said Property properly preserved and in good repair during the period of the sub lease.

l) The Sub Lessor shall observe and conform to all statutory rules and regulations relating to public health and sanitation in force for the time being or in future.

m) The Sub Lessor shall provide the Sub Lessee at the cost of the Sub Lessee with:-

(a) Electric sub-station for exclusive use by the Sub-Lessee and its assigns, electricity connections to the said Property and shall make arrangement for the supply of electricity / power with the electricity supplying bodies for the entire duration of the lease term;

(b) The Sub Lessor shall make adequate connection for the continuous and un-interrupted supply of water to the said Property for the entire duration of the lease term;

(c) Sewerage and drainage connections with sewage treatment facilities;

(d) telephone connections are made available to the said Property: and

(e) sufficient road access to the said Property which road access shall at all times be exclusively in the possession of the Sub Lessee.

n) The Sub Lessor is absolutely and solely entitled to the said Property as lessee thereof and has a clear and marketable title free from any encumbrance, claim or demand whatsoever.

o) The Sub Lessor is in exclusive, undisturbed and uninterrupted possession, use and occupation of the said Land.

p) There are no proceedings instituted by or against the Sub Lessor or in respect of the said Property in any court or before any government authority and the said Property is not subject to lispendens.

q) No notice from any Government / Statutory Authorities under any law has been served upon the Sub Lessor in respect of the said Property or any part thereof that restricts or affects, or may restrict or affect, in any manner the right of the Sub Lessor in the said Property.

r) The Sub Lessor has not entered into any agreement or arrangement, oral or written, or otherwise concluded any negotiations whatsoever for lease or otherwise with regard to the said Property or any part thereof, or accepted any token or earnest money or deposit in respect of the said Property or any part thereof.

s) There is no injunction or any other order from any Court or Collector for any rates, taxes, assessments, duties or other dues disentitling or restraining the Sub Lessor from dealing with the said Land or entering into and implementing this agreement.

t) All rates, taxes, assessments, duties etc. payable in respect of the said Property have been paid up to date by the Sub Lessor.

u) The name of the Sub Lessor shall be reflected as the lessee of the survey number of the said Property on the appropriate revenue records and the Sub Lessor shall at the request of the Sub Lessee, get the name of the Sub Lessee entered as a Sub Lessee of the said Property on the appropriate revenue records upon grant of the sub-lease.

v) The Sub Lessee shall be entitled to raise any loan or moneys against the security of the said Land together with the entire development potential

available in respect thereon. Any future structures constructed thereon shall belong exclusively to the Sub Lessee as sub lessee and the Sub Lessee shall be entitled to mortgage or create a charge over the said structure/s constructed or proposed to be constructed.

w) Subject to the performance of the terms and conditions of this Agreement, the Sub Lessee shall be entitled to hold, possess and enjoy the said Property hereafter without any eviction, interruption, disturbance whatsoever by the Sub Lessor or any person/s lawfully or equitably claiming, by, from, under or in trust for the Sub Lessor.

x) The Sub Lessor and all person/s having or lawfully or equitably claiming any right, title or interest at or in equity in the said Property hereby agreed to be granted or any part thereof from under or in trust for the Sub Lessor or its successors-in-title and assigns or any of them shall and will at all times hereafter do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters and assurances in law whatsoever for the better, further and more perfectly and absolutely granting and assuring the said Property and every part thereof hereby agreed to be granted unto and to the use of the Sub Lessee in the manner aforesaid as shall or may be reasonably required by the Sub Lessee, its executors, administrators or assigns or their counsel in law.

y) The Sub Lessor shall observe and perform all the terms, conditions, agreements, covenants and provisions on which the Sub Lessor holds the Project Land and to pay and discharge its liabilities and obligations to the Government, Municipality and other local body or authority and also in respect of the said Property and not to do omit or suffer to be done anything whereby the Sub Lessor's right to hold or enjoy the Project Land may be avoided, forfeited, determined or extinguished and to keep indemnified the Sub Lessee against all actions, suit, proceedings, costs, charges, expenses, loss

or damage incurred suffered caused to or suffered or sustained by the Sub Lessee by reason of any breach or non-observance or non-performance or non-payment by the Sub Lessor as aforesaid. However, all expenses which shall be incurred by the Sub Lessor towards discharging its liabilities and obligations in respect only of the said Property as mentioned in this sub clause from the date of this Agreement shall be reimbursed and paid by the Sub Lessee.

z) The Sub Lessor shall not disturb and/or affect and/or disrupt in any manner whatsoever the facilities of water supply, electricity, water and sewerage tanks connection, the drainage and/or sewerage pipelines, cables and other facilities serving the said building and the said Property.

aa) The Sub Lessor shall indemnify and hold harmless the Sub Lessee and its respective officers, employees and representatives against any consequence that may arise or action that may be taken against the Sub Lessee or any loss or damage, suffered by the Sub Lessee on account of (i) misrepresentation or breach or inaccuracy of any of the representations or warranties given by the Sub Lessor herein; (ii) breach of or default under any covenants and agreements, in each case, given or made by the Sub Lessor or any certificate or document delivered by it pursuant thereto; (iii) All or any liability incurred by the Sub Lessee on being compelled or required to pay any amount of tax or stamp duty or penalties thereof by any regulatory or statutory or any other agency or authority by reason of nonpayment of such tax or duty by the Sub Lessor; (iv) All costs and expenses (including legal costs and fees) incurred by the Sub Lessee in enforcing or attempting to enforce its rights under this Agreement against the Sub Lessor and (v) on account of non-compliance by the Sub Lessor of the conditions of municipal authorities and all other statutory requirements.

3. The Sub Lessee hereby covenants with the Sub Lessor as follows:

a) The Sub Lessee shall bear and pay all present and future municipal rates, taxes, cesses, assessments, dues, duties and other charges and outgoings that may be levied in respect of the said Property after the date hereof and also pay all charges outgoings and levies including all increases thereto.

b) The Sub Lessee shall bear and pay all charges for electricity and water consumed in or upon the said Property after the date hereof as shown by the separate meter or meters thereof and to pay the rent of such meter or meters.

c) The Sub Lessee shall bear and pay all costs incurred by the Sub Lessor for the construction and development of the said Property as mentioned in clause 3 (b).

d) The Sub Lessee shall indemnify and keep indemnified Sub Lessor from and against any loss or damage, suffered by the Sub Lessee on account of any actions, charges, liens, claims, encumbrances and mortgages, against the Sub Lessor arising out of the agreements entered between the Sub Lessee and the prospective purchasers of flats / apartments (being part of the said Property to be constructed) or due to the negligence or non-compliance by the Sub Lessee of any law, bye-law, rules and regulations of the Municipal Authority and other Govt. or local bodies as the case may be and shall attend to answer and be responsible for any deviation, omission, violation and/or breach by the Sub Lessee of any of the said laws, bye-laws, rules and regulations including breach of the terms of this Agreement and all costs and charges including legal expenses if any in this regard shall be unconditionally borne and paid by the Sub Lessee.

e) The Sub Lessee shall not be held responsible for any consequences or liabilities under this deed if it is prevented in performing its obligations by reason of contingencies caused due to unforeseen occurrences such as acts of

god, acts of nature, acts of war, fire, insurrection, terrorist action, civil unrest, riots and acts of the Government of India such as restrictive governmental laws and regulations. The Sub Lessee shall not be held to have defaulted in performance of its obligations whilst performance thereof is prevented by such Force Majeure and the time limits laid down in this deed shall be extended so long as the Force Majeure period continues.

4. Notices or other communication required or permitted to be given or made hereunder shall be in writing and delivered personally or by registered post addressed to the intended recipient at its address set forth below or to such other address as any Party may from time to time notify to the others:

To the Sub Lessor:

"Vichitra" Kolkata West International City, Salap Junction, Howrah Amta Road and Bombay Road Crossing, NH6, Howrah – 711403

To the Sub Lessee:

70, Nagindas Master Road, Fort, Mumbai -400 001

Any such notice, demand or communication shall be deemed to have been served, if given or made by fax, on the next following business day in the place of receipt or, if given or made by registered post 7 (seven) days after posting. In proving the same, it shall be sufficient to show, in the case of a letter, that the envelope containing the letter was correctly addressed and handed over by personal delivery or by courier service and, in the case of a fax, the fax confirmation receipt.

5. No waiver of any term/s, condition/s or provision/s of this Agreement shall be effective unless made in writing and no waiver of any particular term/s, condition/s or provision/s shall be deemed to be waiver of any other term, condition or provision.

6. No modification of or addition to these presents shall be valid unless the same is in writing and signed by all the parties herein.

7. If any term, condition or provision of these presents or the application thereof shall, to any extent, be invalid or unenforceable, the remainder of these presents and/or the application of such terms, conditions and provisions shall not be affected thereby, and each term, condition and provision shall be valid and enforceable to the fullest extent permitted by law.

8. Any and / or all disputes and differences between the Parties herein in any way arising out of or relating to this Agreement and/or any subsequent writing shall be referred to arbitration by an arbitral tribunal consisting of 3 (three) arbitrators, one to be appointed by the Sub Lessor, one to be appointed by the Sub Lessee and the two arbitrators so appointed shall appoint a third arbitrator. The arbitration shall take place in accordance with the provisions contained in the Arbitration & Conciliation Act, 1996 or any statutory modification thereof. The Arbitration shall be held at Kolkata. The arbitration proceedings shall be conducted in English language only. The Parties agree as follows: (i) they will be bound by any arbitral award or order resulting from any arbitration conducted hereunder; and (ii) any judgment on any arbitral award or order in an arbitration held pursuant to this Clause may be entered in any court having jurisdiction in relation thereto or having jurisdiction over any of the Parties or any of their assets.

9. During the course of arbitration, this Agreement shall continue to be performed in all respects except for the disputed part under arbitration.

10. This Agreement shall be governed by the laws of India and the courts at Kolkata alone shall have jurisdiction to adjudicate any disputes arising out of this Agreement between the parties hereto.

11. The stamp duty and registration charges payable in respect of this Agreement to Sub Lease and the duplicate hereof shall be borne and paid by the Sub Lessee.

12. The PAN Numbers of the Parties are as follows: -

The Sub Lessor: AACCK4887A

The Sub Lessee: AACCD9800E

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the said Property)

Sl. No.	Part of R.S. Plot No.	Area (Acre)	Mouza	J.L.No.	P.S.	Specific portion
1	2071 (P)	0.020	Pakuria	54	Domjur	Eastern
2	2072 (P)	0.080	Pakuria	54	Domjur	Eastern
3	2073 (P)	0.650	Pakuria	54	Domjur	North East
4	2074 (P)	0.005	Pakuria	54	Domjur	North East Corner
5	2075 (P)	0.040	Pakuria	54	Domjur	Ex. South West Corner
6	2076	0.030	Pakuria	54	Domjur	Entire
7	2077	0.600	Pakuria	54	Domjur	Entire
8	2078	0.520	Pakuria	54	Domjur	Entire
9	2079	0.220	Pakuria	54	Domjur	Entire
10	2080	0.140	Pakuria	54	Domjur	Entire
11	2081	0.240	Pakuria	54	Domjur	Entire
12	2082	0.130	Pakuria	54	Domjur	Entire
13	2083	0.100	Pakuria	54	Domjur	Entire
14	2084	0.130	Pakuria	54	Domjur	Entire
15	2085 (P)	0.280	Pakuria	54	Domjur	Southern
16	2086 (P)	0.135	Pakuria	54	Domjur	Southern
17	2087 (P)	0.040	Pakuria	54	Domjur	Eastern
18	2088 (P)	0.025	Pakuria	54	Domjur	Eastern

19	2098 (P)	0.005	Pakuria	54	Domjur	
20	2099 (P)	0.115	Pakuria	54	Domjur	Ex. North West Corner
21	2100 (P)	0.045	Pakuria	54	Domjur	South East Corner
22	2145	0.130	Pakuria	54	Domjur	Entire
23	2186 (P)	0.080	Pakuria	54	Domjur	South East Corner
24	2221 (P)	0.010	Pakuria	54	Domjur	South East Corner
25	2223 (P)	0.250	Pakuria	54	Domjur	Southern
26	2224 (P)	0.350	Pakuria	54	Domjur	Ex. South West Corner
27	2225	0.340	Pakuria	54	Domjur	Entire
28	2226	0.170	Pakuria	54	Domjur	Entire
29	2227	0.570	Pakuria	54	Domjur	Entire
30	2228	0.610	Pakuria	54	Domjur	Entire
31	2229	0.400	Pakuria	54	Domjur	Entire
32	2230	0.280	Pakuria	54	Domjur	Entire
33	2231	0.210	Pakuria	54	Domjur	Entire
34	2232	0.730	Pakuria	54	Domjur	Entire
35	2233	0.230	Pakuria	54	Domjur	Entire
36	2234	0.090	Pakuria	54	Domjur	Entire
37	2235	0.070	Pakuria	54	Domjur	Entire
38	2236	0.080	Pakuria	54	Domjur	Entire
39	2237	0.200	Pakuria	54	Domjur	Entire
40	2238	0.090	Pakuria	54	Domjur	Entire
41	2239	0.060	Pakuria	54	Domjur	Entire
42	2240	0.080	Pakuria	54	Domjur	Entire
43	2241	0.260	Pakuria	54	Domjur	Entire
44	2242 (P)	0.005	Pakuria	54	Domjur	South East Corner
45	2243 (P)	1.220	Pakuria	54	Domjur	Southern
46	2245 (P)	0.060	Pakuria	54	Domjur	South East Corner
47	2246	0.180	Pakuria	54	Domjur	Entire
48	2247	0.150	Pakuria	54	Domjur	Entire
49	2248	0.060	Pakuria	54	Domjur	Entire
50	2249 (P)	0.040	Pakuria	54	Domjur	Southern
51	2250	0.170	Pakuria	54	Domjur	Entire
52	2259 (P)	0.020	Pakuria	54	Domjur	South East Corner
53	2261 (P)	0.280	Pakuria	54	Domjur	Southern
54	2262	0.580	Pakuria	54	Domjur	Entire
55	2263	0.100	Pakuria	54	Domjur	Entire
56	2264	0.670	Pakuria	54	Domjur	Entire
57	2265	0.110	Pakuria	54	Domjur	Entire
58	2266	0.120	Pakuria	54	Domjur	Entire
59	2267	0.130	Pakuria	54	Domjur	Entire
60	2268	1.310	Pakuria	54	Domjur	Entire
61	2269	0.650	Pakuria	54	Domjur	Entire

62	2270	0.070	Pakuria	54	Domjur	Entire
63	2271	0.040	Pakuria	54	Domjur	Entire
64	2272	0.030	Pakuria	54	Domjur	Entire
65	2273	0.090	Pakuria	54	Domjur	Entire
66	2274	0.090	Pakuria	54	Domjur	Entire
67	2275	0.050	Pakuria	54	Domjur	Entire
68	2276	0.070	Pakuria	54	Domjur	Entire
69	2277	0.030	Pakuria	54	Domjur	Entire
70	2278	0.120	Pakuria	54	Domjur	Entire
71	2279	0.210	Pakuria	54	Domjur	Entire
72	2280	0.100	Pakuria	54	Domjur	Entire
73	2281	0.940	Pakuria	54	Domjur	Entire
74	2282	0.480	Pakuria	54	Domjur	Entire
75	2283	1.530	Pakuria	54	Domjur	Entire
76	2284	1.420	Pakuria	54	Domjur	Entire
77	2285	0.610	Pakuria	54	Domjur	Entire
78	2286	0.440	Pakuria	54	Domjur	Entire
79	2287	0.430	Pakuria	54	Domjur	Entire
80	2288	1.200	Pakuria	54	Domjur	Entire
81	2293 (P)	0.005	Pakuria	54	Domjur	South East Corner
82	912 (P)	0.005	Khalia	6	Bally	South West Corner
83	913 (P)	0.275	Khalia	6	Bally	Western
84	914 (P)	0.005	Khalia	6	Bally	South West Corner
85	915	0.200	Khalia	6	Bally	Entire
86	916	0.190	Khalia	6	Bally	Entire
87	917 (P)	0.310	Khalia	6	Bally	Ex North East Corner
88	918	0.660	Khalia	6	Bally	Entire
89	919	0.300	Khalia	6	Bally	Entire
90	920	0.145	Khalia	6	Bally	Entire
91	1085	0.040	Khalia	6	Bally	South West Corner
92	2	0.650	Baltikuri	1	Jagacha	Entire
93	4	0.660	Baltikuri	1	Jagacha	Entire
94	9	0.360	Baltikuri	1	Jagacha	
95	10	0.210	Baltikuri	1	Jagacha	
96	11	0.510	Baltikuri	1	Jagacha	Entire
97	12	0.040	Baltikuri	1	Jagacha	Entire
98	13	0.260	Baltikuri	1	Jagacha	Entire
99	14	0.290	Baltikuri	1	Jagacha	Entire
100	15	0.440	Baltikuri	1	Jagacha	Entire
101	16	0.600	Baltikuri	1	Jagacha	
102	17	0.030	Baltikuri	1	Jagacha	

B. N. SAHA
NOTARY
23/2002

103	18	0.170	Baltikuri	1	Jagacha	Entire
104	19	0.130	Baltikuri	1	Jagacha	Entire
105	20	0.150	Baltikuri	1	Jagacha	Entire
106	21	0.080	Baltikuri	1	Jagacha	Entire
107	22	0.145	Baltikuri	1	Jagacha	
108	25	0.030	Baltikuri	1	Jagacha	
109	26	0.090	Baltikuri	1	Jagacha	
110	1582	0.760	Baltikuri	1	Jagacha	Entire
Grand Total Area		30.385				

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Lease Premium-Fixed Consideration)

It is agreed by and between the parties to this Agreement that the Sub Lessee shall pay the Fixed Consideration to the Sub Lessor in the manner setout in Part-I of this Schedule.

However the Sub Lessee shall have the option to pay in lump-sum the said Fixed Consideration any time during the period of the payment as mentioned in the Part-I of the Schedule and in such circumstance the Sub Lessee shall make the payment of the discounted lump-sum amount in accordance with the Part –II of this schedule. In such an event no payment shall be due under Part-I of this schedule and Part-I of this schedule shall therefore not apply.

PART – I OF THE SECOND SCHEDULE

Due Date	Amount to be paid (in Rupees)
27-Sep-13	Rs. 4,71,38,000/-
29-Oct-13	Rs. 1,34,68,000/-
29-Nov-13	Rs. 1,35,75,500/-
29-Dec-13	Rs. 11,47,36,400/-
29-Jan-13	Rs. 1,23,53,700/-
27-Feb-14	Rs. 1,11,58,200/-
29-Mar-14	Rs. 11,33,63,800/-
29-Apr-14	Rs. 1,06,26,800/-

B. N. SAHA NOTARY 23/2002 Ld. Govt. of W.B. (India)

DRASHTI DEVELOPERS PRIVATE LIMITED

KOLKATA

29-May-14	Rs. 1,09,81,000/-
29-June-14	Rs. 1,06,26,800/-
29-Jul-14	Rs. 1,09,81,000/-
29-Aug-14	Rs. 1,09,81,000/-
29-Sep-14	Rs. 4,42,96,800/-
29-Oct-14	Rs. 4,41,93,500/-
29-Nov-14	Rs. 4,34,11,300/-
29-Dec-14	Rs. 4,32,78,400/-
29-Jan-15	Rs. 4,28,20,900/-
27-Feb-15	Rs. 4,15,22,100/-
29-Mar-15	Rs. 4,19,05,800/-
29-Apr-15	Rs. 4,11,97,400/-
29-May-15	Rs. 4,09,90,700/-
29-Jun-15	Rs. 4,03,11,800/-
29-Jul-15	Rs. 4,00,75,600/-
29-Aug-15	Rs. 3,96,18,100/-
29-Sep-15	Rs. 3,89,83,400/-
29-Oct-15	Rs. 3,87,03,000/-
29-Nov-15	Rs. 3,80,97,900/-
29-Dec-15	Rs. 3,77,87,900/-
29-Jan-16	Rs. 3,73,30,400/-
27-Feb-16	Rs. 3,66,66,200/-
29-Mar-16	Rs. 3,64,15,300/-
29-Apr-16	Rs. 3,58,84,000/-
29-May-16	Rs. 3,55,00,200/-
29-Jun-16	Rs. 3,49,98,400/-
29-Jul-16	Rs. 3,45,85,100/-
29-Aug-16	Rs. 3,41,27,600/-
Total Consideration	**Rs.1,32,26,92,000/-**

B. N. SAHA
NOTARY
23/2002

PART – II OF THE SECOND SCHEDULE

Date	Amount to be paid (in Rupees)
On or Before 28th December, 2013	100,00,00,000/-
On or Before 28th March, 2014	90,00,00,000/-
On or Before 28th September, 2014	80,00,00,000/-
Between 30th September 2014 to 29th August, 2016	Rs. 80,00,00,000/- (minus) {No. of months from September, 2014 till the prepayment month (multiplied by) Rs. 3,33,33,333/-}

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Lavanya Development Land)

Sl. No.	Part of R.S. Plot No.	Area (Acre)	Mouza	J.L. No.	P.S.	Specific Portion
1	72 (P)	0.005	Bankra	55	Domjur	South East Corner
2	73 (P)	0.015	Bankra	55	Domjur	Southern
3	74 (P)	0.015	Bankra	55	Domjur	Southern
4	75 (P)	0.015	Bankra	55	Domjur	Southern
5	76 (P)	0.030	Bankra	55	Domjur	Southern
6	77 (P)	0.045	Bankra	55	Domjur	Southern
7	78 (P)	0.400	Bankra	55	Domjur	Northern
8	85 (P)	0.005	Bankra	55	Domjur	North East Corner
9	88 (P)	0.035	Bankra	55	Domjur	Eastern
10	240 (P)	0.200	Bankra	55	Domjur	North West Corner

11	242 (P)	0.400	Bankra	55	Domjur	Northern
12	243	0.260	Bankra	55	Domjur	Entire
13	244	0.090	Bankra	55	Domjur	Entire
14	245 (P)	0.160	Bankra	55	Domjur	Southern
15	246 (P)	0.165	Bankra	55	Domjur	Southern
16	252 (P)	0.315	Bankra	55	Domjur	Southern
17	253 (P)	0.390	Bankra	55	Domjur	Ex. North West Corner
18	255 (P)	0.015	Bankra	55	Domjur	South East Corner
19	258 (P)	0.060	Bankra	55	Domjur	Southern
20	259 (P)	0.200	Bankra	55	Domjur	Ex. South East Corner
21	260 (P)	0.155	Bankra	55	Domjur	Northern
22	261 (P)	0.095	Bankra	55	Domjur	Southern
23	262 (P)	0.335	Bankra	55	Domjur	Southern
24	263 (P)	0.350	Bankra	55	Domjur	Southern
25	264 (P)	0.090	Bankra	55	Domjur	North West Corner
26	268 (P)	0.370	Bankra	55	Domjur	Middle
27	269 (P)	0.070	Bankra	55	Domjur	Middle
	Sub Total	**4.285**				

B. N. SAHA
NOTARY
23/2002

B. N. SAHA
NOTARY
23/2002

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

THE COMMON SEAL OF)
KOLKATA WEST INTERNATIONAL)
CITY PRIVATE LIMITED)
is hereunto affixed pursuant to the resolution of)
its Board of Directors dated 5th August)
in the presence of)
Mr. PRASUN SENGUPTA)
Director of the Company)

Chinmoy Mukherjee
CHINMOY MUKHERJEE
S/o CHANDRA NATH MUKHERJEE
VIGHITRA, SALAP, HOWRAH.
WEST BENGAL.

Nikhil Chettada
(NIKHIL CHETTADA
S/o PEETHAMBARAN CHETTADA
VIGHITRA, SALAP
HOWRAH, WEST BENGAL)

Kolkata West International City Pvt. Ltd.
Director

KOLKATA WEST INTERNATIONAL CITY PRIVATE LIMITED

SIGNED AND DELIVERED by)
DRASHTI DEVELOPERS PRIVATE LTD)
through Mr. Rama Gupta duly)
Authorized vide its board)
resolution dated 10th September, 2013)
in the presence of)

For Drashti Developers Private L
Authorised Signat

Partha Sarathi Adhikary, Adv.
c/o. Sandersons & Morgans,
5, N.S. Road, Kolkata-700001.

Rwiti Kar
(RWITI KAR)
S/o. SOUMYENDU BIKAS KAR
DN-27, Floor-8th, Salt Lake,
Kolkata-700091.

Drafted by: Partha Sarathi Adhikary, Adv.
High Court, Calcutta

H. N. SAHA
NOTARY
23/2002
Howrah Sadar Sub-Div.
Govt. of W.B.

RECEIPT

RECEIVED FROM the withinnamed Sub Lessee	)
a sum of Rs. 4,71,38,000/- (Rupees Four Crore	)
Seventy One Lac Thirty Eight Thousand only)	)
before execution hereof being the first two installments	)
of the Fixed Consideration payable to us in terms of	)
Part-I of the Second Schedule on 27th September, 2013	)
vide UTR No. UTIBH13270086289 drawn on	)
Axis Bank Limited, Fort Branch	)
	Rs.4,71,38,000/-

We say received:

Kolkata West International City Private Limited

Witness:

1. Chinmoy Mukherjee
CHINMOY MUKHERJEE
S/o CHANDRA NATH MUKHERJEE
VICHITRA, SALAP, HOWRAH
WEST BENGAL.

2. Nikhil Chettada
NIKHIL CHETTADA
S/o PREETHAMBARAN CHETTADA
VICHITRA, SALAP
HOWRAH, WEST BENGAL

Kolkata West International City Pvt. Ltd.
Director

B. N. SAHA
NOTARY
23/2002

RECEIPT

RECEIVED FROM the withinnamed Sub Lessee	)
a sum of Rs. 1,34,68,000 /- (Rupees One Crore	)
Thirty Four Lac Sixty Eight Thousand only)	)
before execution hereof being the third installment	)
of the Fixed Consideration payable to us in terms of	)
Part-I of the Second Schedule on 29th October, 2013	)
vide UTR No. UTIBH13302084965 drawn on Axis	)
Bank , Fort branch	)
	Rs.1,34,68,000/-

We say received:

Kolkata West International City Private Limited

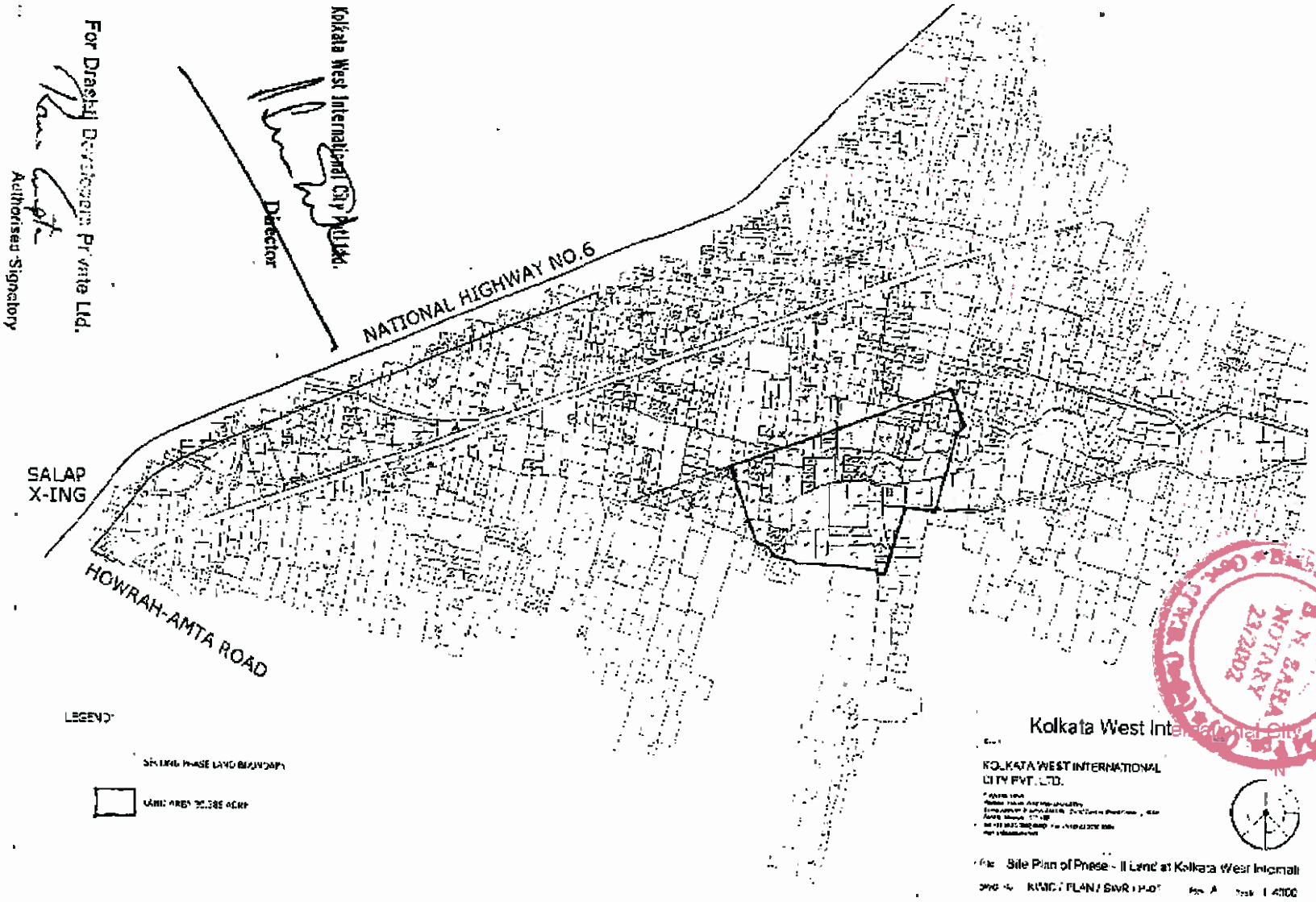
Kolkata West International City Pvt. Ltd.

Director

Witness:

1. Chinmoy Mukherjee
CHINMOY MUKHERJEE
S/o CHANDRA NATH MUKHERJEE
VICHITRA, SALAP, HOWRAH -
WEST BENGAL

2. Nikhil Chettada
NIKHIL CHETTADA
S/o PEETHAMBARAN CHETTADA
VICHITRA, SALAP
HOWRAH, WEST BENGAL

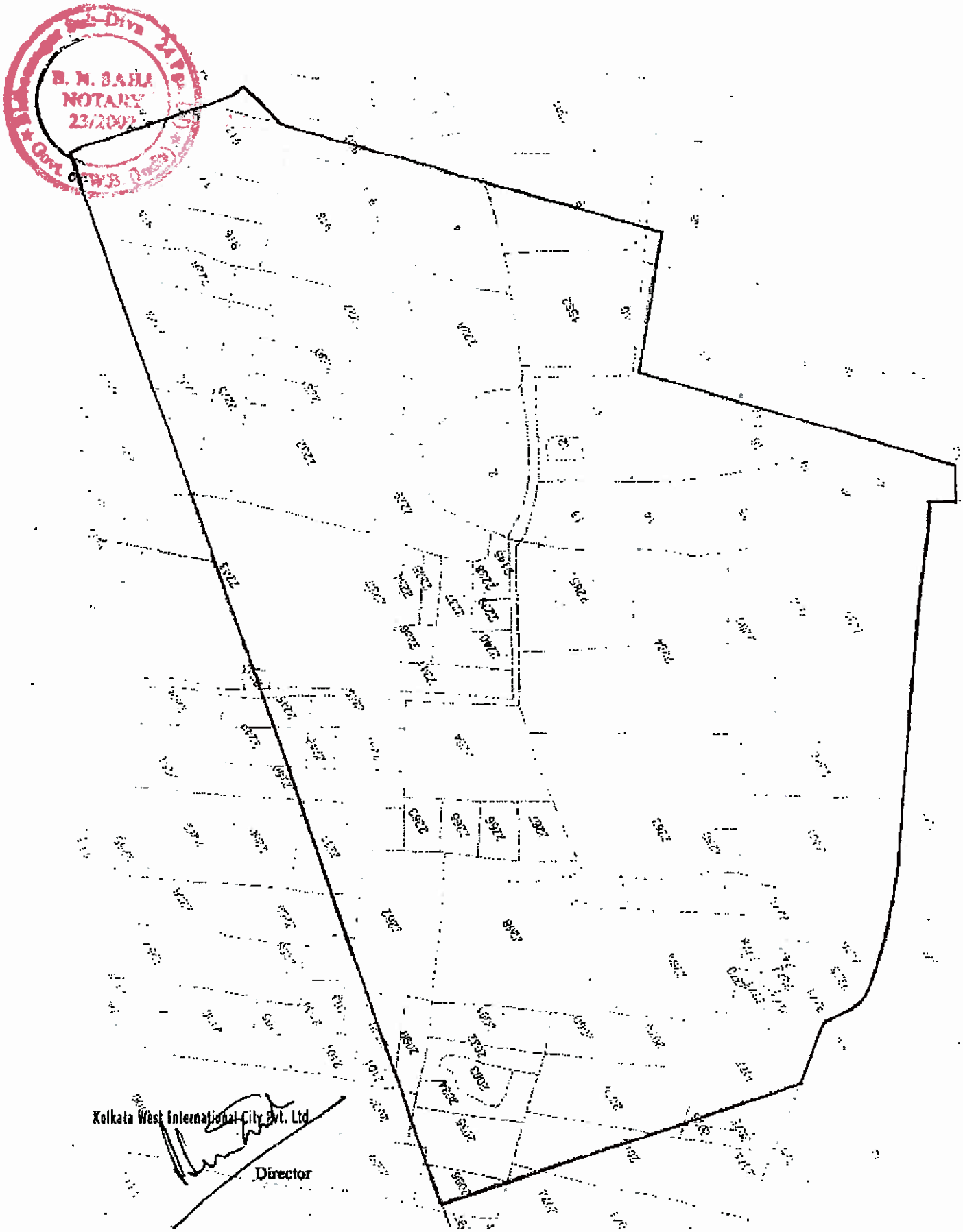


Kolkata West International City Pvt. Ltd.

Director

For Drashti Developers Private Ltd.

Authorised Signatory



B. N. SAHA
NOTARY
23/2002
Govt. of W.B. (India)

Kolkata West International City Pvt. Ltd.

Director

For Drashti Developers Private Ltd.

Authorised Signatory

B. N. SAHA
NOTARY
23/2002

ANNEXURE –"B"

(Approvals)

Sl No.	Description of Approvals	Approving Authority
1	Land Use	KMDA
2	Conversion of Land	WB L&LR
3	National Highway Access (NH6)	NHAI
4	Provisional Environment Clearance(PEC)	WBSEAC

B. N. SAHA
NOTARY
23/2002
Govt. of W.B. (India)

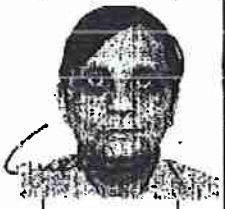
SPECIMEN FORM FOR TEN FINGERPRINTS

LEFT HAND

Little fing.	Ring fing.	Middle fing.	Fore fing.	Thumb

RIGHT HAND

Thumb	Fore fing.	Middle fing.	Ring fing.	Little fing.



LEFT HAND

Little fing.	Ring fing.	Middle fing.	Fore fing.	Thumb

RIGHT HAND

Thumb	Fore fing.	Middle fing.	Ring fing.	Little fing.

LEFT HAND

Little fing.	Ring fing.	Middle fing.	Fore fing.	Thumb

RIGHT HAND

Thumb	Fore fing.	Middle fing.	Ring fing.	Little fing.

LEFT HAND

Little fing.	Ring fing.	Middle fing.	Fore fing.	Thumb

RIGHT HAND

Thumb	Fore fing	Middle fing.	Ring fing.	Little fing

B. N. SAHA
NOTARY
23/2002

Government Of West Bengal
Office Of the D.S.R. HOWRAH
District:-Howrah

Endorsement For Deed Number : I - 10427 of 2013

(Serial No. 11591 of 2013 and Query No. 0501L000022611 of 2013)

Deficit stamp duty

Deficit stamp duty Rs. 248104560/- is paid , by the draft number 355570, Draft Date 23/11/2013, Bank : State Bank of India, NETAJI SUBHAS ROAD BR., received on 28/11/2013

(Satiprasad Bandopadhyay)
DISTRICT SUB-REGISTRAR OF HOWRAH

DIST. SUB-REGISTRAR HOWRAH DIST. HOWRAH

(Satiprasad Bandopadhyay)
DISTRICT SUB-REGISTRAR OF HOWRAH

B. K. SAHA NOTARY 23/2001

Government Of West Bengal
Office Of the D.S.R. HOWRAH
District:-Howrah

Endorsement For Deed Number : I - 10427 of 2013

(Serial No. 11591 of 2013 and Query No. 0501L000022611 of 2013)

On 27/11/2013

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

Presented for registration at 17.00 hrs on :27/11/2013, at the Private residence by Rana Gupta ,Claimant.

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

Execution is admitted on 27/11/2013 by

1. Prasun Sengupta
   Director, Kolkata West International City Pvt. Ltd., Vichitra , Kolkata West International City, Salap Junction, Howrah Amta Road And Bombay Road Crossing , N H - 6, Howrah, District:-Howrah, WEST BENGAL, India, Pin :-711403.
   , By Profession : Business

2. Rana Gupta
   Authorised Signatory, Drashti Developers Pvt. Ltd., Mira Tower, 8th Floor, D N - 27, Sector - V, Salt Lake, Kolkata, District:-Kolkata, WEST BENGAL, India, Pin :-700091.
   , By Profession : Business

Identified By Partha Sarathi Adhikary, son of . , High Court,, Kolkata, District:-Kolkata, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.

(Amal Kumar Naskar)
DISTRICT SUB-REGISTRAR OF HOWRAH

On 28/11/2013

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 Draft

Rs. 45262250/- is paid , by the draft number 355571, Draft Date 23/11/2013, Bank Name State Bank of India, NETAJI SUBHAS ROAD BR., received on 28/11/2013

(Under Article : A(1) = 45262184/- ,E = 7/- ,H = 28/- ,M(b) = 8/- ,Excess amount = 23/- on 28/11/2013)

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.-411,47,44,416/-

Certified that the required stamp duty of this document is Rs.- 248104533 /- and the Stamp duty paid as: Impresive Rs.- 500/-

SUB-REGISTRAR HOWRAH

(Satiprasad Bandopadhyay)
DISTRICT SUB-REGISTRAR OF HOWRAH

B. N. SAHA
NOTARY
23/2002

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 35
Page from 2373 to 2414
being No 10427 for the year 2013.

Seal of the District Sub Registrar of Howrah, District Howrah

(Satiprasad Bandopadhyay) 02-December-2013
DISTRICT SUB-REGISTRAR OF HOWRAH
Office of the D.S.R. HOWRAH
West Bengal

JOYVILLE SHAPOORJI HOUSING P
Authorised Signatory