23.12.2017

(Certified Copy Original)

Property:

Premises No. P1/3, CIT Road Road Scheme VII-M
Ultadanga

DEED OF LEASE

Between

KOLKATA METROPOLITAN DEVELOPMENT AUTHORITY (KMDA)

..... Lessor

And

ABASAN REALTY LLP

....Lessee

And

FORT PROJECTS PVT. LTD.

......Developer/Confirming Party

Registered with the A.R.A.-I, Kolkata, in Book No. I, Volume No. 1901-2018, Pages 7337 to 7379 and Being No. **190100147** for the year 2018 शिर ज्याधिक

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DEED OF LEASE

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THIS DEED OF LEASE made on this to day of December, Two

Thousand Seventeen BETWEEN KOLKATA METROPOLITAN

DEVELOPMENT AUTHORITY, a statutory authority under the West Bengal Town and Country (Planning and Development) Act, 1979, having its head office at Unnayan Bhavan, Bidhannagar, P.S. Bidhannagar East, Post Office Sech Bhawan, Kolkata – 700 091 hereinafter referred to as the LESSOR (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and assigns) of the FIRST PART:

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109/01/2018 Quity Mp. 1908/1000395541/2017 Deed No: 1-190100147/2018, Document is digitally signed.

AND

ABASAN REALTY LLP, (PAN-AATFA9257A) having its principal place of business at 20, Lee Road, P.S. Bhawanipore, P.O. -Lala Lajpat Rai Sarani, Kolkata – 700 020, a limited liability partnership firm established under the Limited Liability Partnership Act, hereinafter referred to as the LESSEE (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-interest and assigns) represented by Designated Partner Mr. Hari Prasad Sharma (PAN-ALQPS4877E) son of late Sanwarmal Sharma by faith Hindu, by occupation business working for gain at the aforesiad office of the SECOND PART:

AND

FORT PROJECTS PVT. LTD., (PAN:AAACF3620N) a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 7/1A, Hazra Road, P.S. Bhawanipore, P.O. Kalighat Kolkata – 700 026, hereinafter referred to as the DEVELOPER/CONFIRMING PARTY (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest and assigns) represented by Director Mr. Vivek Kathotia (PAN- AFAPK8653C) son of late Sampatmal Kathotia by faith Hindu, by occupation business working for gain at the aforesiad office of the THIRD PART:

WHEREAS:

A. The Lessor is the owner of and seized and possessed of well sufficiently entitled to All That the piece and parcel of land with buildings containing an area of 5.93 Acres more or less situated at Ultadanga Junction, Maniktala in CIT Scheme VII-M, Kolkata morefully described in the First Schedule hereunder written and

delineated in the map or plan hereto annexed hereto and thereon bordered in colour "BLUE" (and hereinafter for the sake of brevity referred to as "the said Plot"), which previously comprised of several walk up buildings with residential tenements occupied by KMDA and State Government employees and vacant land.

- B. KMDA with an intention to develop the said Plot invited offers from prospective builders for development of the said Plot on the terms and conditions contained in the offer made by KMDA.
- C. Fort Projects Pvt. Ltd., pursuant to the public notice inviting offers issued by the Lessor for development of the said Plot, submitted its bid to develop the said Plot on the terms and conditions contained in the bid/offer documents and related documents and papers in connection therewith and the Lessor by its Memo bearing No.135/KMDA/AD (SE)/F-110 dated July 9, 2007 accepted the proposal of the said Fort Projects Pvt. Ltd. for development of the said Plots on the terms and conditions therein contained.
- D. By a Development Agreement dated April 9, 2008 the Lessor and the said Fort Projects Pvt. Ltd., recorded the terms and conditions, inter alia, for development of the said Plot.
- E. Under Clause-10.6 of the said Development Agreement, the said Fort Projects Pvt. Ltd., was at liberty to undertake the obligations

of said Development Agreement either by itself or through a consortium of other entities in the form of a Special Purpose Vehicle (SPV).

- F. Further, under the said Development Agreement, it was agreed inter alia as follows:
 - The Developer would be obliged to construct for and behalf and on account of the Lessor herein several multi-storied low income group type buildings to contain 160 number of tenements, 27 Covered Car parking spaces and Community Block at a divided and dematcated portion of the said Plot measuring about 0.93 Acre more or less (therein and also hereinafter referred to as "the Retained Plot");
 - ii) A divided and demarcated portion of the said Plot at the southern side measuring about 1 (one) Acre more or less (therein and also hereinafter referred to as "the KMDA / Housing Board Common Area") would be for use by the residents of the adjacent West Bengal Housing Board Buildings and the occupants of the LIG tenements at the said Retained Plot;
 - iii) The remaining divided and demarcated portion of the said Plot measuring about 4 (four) Acres more or less (therein referred to as "the Lease Plot / Developer's Allocation" and hereinafter referred to as "the Demised Premises")

would be demised unto the Developer for construction of residential cum commercial complex;

- iv) The Developer would be entitled to the entire FAR on the said Plot (land area 5.93 Acres) after deducting 73733 Square Feet built-up area of LIG tenements at the said Retained Plot;
- v) The Developer would make payment of a further consideration of 50,82,99,807/- out of the total consideration of Rs. 75,00,00,000/- crore, since the Developer/Lessee has already paid to KMDA sum of Rs. 24,17,00,193/- only to the Lessor including a sum of Rs. 1,67,00,193 to Kolkata Municipal Corporation paid on behalf of KMDA by way of outstanding municipal taxes of KMDA for the period 1st Quarter 1984-1985 to 4st Quarter 2007-2008.
- for lease/sublease or transfer and/or dispose of and/or sublet, create third party interest and otherwise deal with the area to be constructed by it on the Lease Plot (i.e. the Demised Premises) and the Developer would also have the right to create a mortgage in favour of Schedule Banks/Financial Institutions of its interest in the Demised Premises for the purpose of carrying on development of the said plot;

- therein, the Lessor would execute the Deed of Lease in favour of the Developer or the SPV as therein contemplated, with express right to the Developer and/or the SPV to sublet or sub-lease the spaces and areas in the Demised Premises and create third party interest (not amounting to assignment or transfer of the lease or part thereof) for the term of the Lease;
- G. The said Fort Projects Pvt. Ltd. subsequently formed the Lessee herein as the Special Purpose Vehicle to undertake the development of the said Plot in terms of the said Development Agreement.
- H. The Lessee has demolished the existing structures at its own cost, charges and expenses and has appropriated the debris, salvage and realized the cost thereof as agreed to by KMDA in the said Development Agreement.
- 1. The Lessee has since built and completed in all respect the LIG tenements and handed over possession of the same to the Lessor in July, 2015 to the full and final satisfaction of the Lessor, and has paid the said sum of Rs. 50,82,99,807/- crore being the balance consideration out of the total consideration of Rs. 75,00,00,000/- crore only to the Lessor (which the Lessor acknowledges to have duly received).

- J. The Lessor has, in terms of the said Development Agreement, delivered possession of the Demised Premises to the Lessee and the Lessee has obtained the sanctioned plan bearing No. B.P. 2012030110 dated March 23, 2013 from the Kolkata Municipal Corporation for construction of 3 buildings for the time being having basements and ground plus 27 floors and any other floors as be permitted by KMC. Out of the said three buildings one building has been constructed upto the 27th floor but the other two buildings could not be constructed as KMDA has failed to provide free access due to old LIG tenements and other encroachments.
- K. In view of the Lessee having duly complied with all its obligations towards the Lessor under the said Development Agreement, the Lessor, in terms of the said Development Agreement, is now executing this Deed of Lease demising the said Demised Premises unto and in favour of the Lessee herein for a term of 99 years at a rent and on the terms and conditions herein contained and the said Fort Projects Pvt. Ltd. has agreed to become a Confirming Party to this Deed of Lease.

NOW THIS DEED WITNESSETH as follows:-

I. In consideration of the Lessee having built and completed in all respects and handed over to the Lessor for human habitation the LIG tenements at the said Retained Plot and in consideration of payment of a sum of Rs.75,00,00,000/- (Rupees seventy five crores) only by the

Lessee to the Lessor in the manner hereinbefore contained (the receipt whereof the Lessor doth hereby as also by the Memo of Consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof acquit release and forever discharge Lessee as also the Demised Premises hereby granted transferred and demised or expressed or intended so to be, the Lessor doth hereby grant and demise unto the Lessee All That the said Demised Premises, being the piece or parcel of land measuring about 4 (four) acres more or less, morefully described in the Second Schedule hereunder written and delineated in the plan annexed hereto and marked "Annexure A" and duly bordered thereon in "RED", along with all the buildings and structures constructed thereon, TOGETHER WITH the benefits of the said plan sanctioned by the Kolkata Municipal Corporation in respect of the Demised Premises and all rights privileges benefits advantages arising therefrom, with full and absolute rights and liberties to the Lessee to have the same modified, altered, revalidated and/or to obtain fresh sanction TOGETHER WITH all and singular the intangible assets edifices fixtures gates courts courtyards compound walls on all sides areas sewers drains ways paths passages driveways fences hedges ditches trees walls boundary walls water courses lights and all manner of former and other rights liberties benefits privileges easements appendages and appurtenances whatsoever to the Demised Premises belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof which now is or are or heretofore were or was held used occupied or enjoyed therewith AND all legal incidents thereof AND rents issues and profits of the Demised

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of the Demised Premises and all and every part thereof AND the estate right interest use trust property claim and demand whatsoever both at law or in equity of the Lessor into out of or upon the properties benefits and rights hereby granted demised transferred or expressed or intended so to be and every part thereof WITH FULL LIBERTY AND POWER to the Lessee to demolish all or any of the existing buildings and structures at the Demised Premises and to develop and build upon the Demised Premises and construct building or buildings and other structures thereon or any part thereof and otherwise to exercise in, to, upon or under the Demised Premises all the rights and privileges of an absolute owner without any let or hindrance by the Lessor or any person or persons having or claiming title through under or in trust for the Lessor TO HOLD the Demised Premises and every part thereof and the buildings and structures erected or to be erected on the Demised Premises free from all encumbrances mortgages charges leases tenancies occupancy rights liens lispendens attachments trusts claims demands acquisition requisition alignment and liabilities whatsoever or howsoever FOR A TERM of 99 (ninety-nine) years commencing on and from the date of execution hereof. There shall be an option of renewal of the lease period on such terms and conditions as may be murually settled between the LESSOR and LESSEE and included in such renewal Lease Deed, YIELDING AND PAYING therefor unto the Lessor a rent of Rs.1/- per Cottah annually aggregating Rs.242/- per annum, payable by the 7th April month of each and every year succeeding the year for which the same becomes due according to English Calendar (i.e. rent for the year 2017 shall be paid within 7th April 2018).

11. THE LESSEE DOTH HEREBY AGREE AND COVENANT WITH THE LESSOR as follows:

- II.1 The Lessee shall and will during the said term pay to the Lessor the rent hereby reserved by cheques drawn in favour of the Lessor unless otherwise directed by the Lessor in writing or in cash within the time and in the manner aforesaid without any deduction or abatement whatsoever save that may be deductible by or under any law or statute.
- The Lessee shall with effect from the date of hereof bear and pay II.2 all municipal rates and taxes and impositions of whatsoever nature in respect of the Demised Premises and all further and/or new constructions that may be made in future thereon and till such time the same is separately assessed, the Lessee shall bear proportionate share of all such rates and taxes payable in respect of the said Plot / Larger Premises (such proportionate share to be derived on land area basis). It being clarified agreed and understood that if there be any liability in respect of the Demised Premises for the period prior to the date hereof, the Lessor shall bear and pay the same and shall indemnify and keep saved harmless and indemnified the Lessee in respect thereof as also for all losses damages claims demands and proceedings as may be suffered by the Lessee due to non-payment or delay in payment thereof.

III. AND IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

- III.1 The Lessee shall have the full power liberty and entitlement to do all or any of the following acts deeds and things and on such terms and conditions as the Lessee may in its absolute discretion deem fit and proper:
 - Premises (including the new building or buildings to be constructed thereat) and to construct build re-build and/or re-construct new building or buildings and/or other structures at the Demised Premises or any part thereof and/or make additions or alterations or modifications thereto and to do all acts deeds and things as may be required for the said purposes.
 - b) To sign and execute all plans sketches papers and applications and get the same submitted and sanctioned by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the Demised Premises or any portion thereof and/or for obtaining electricity gas telephone water drainage sewerage etc., and all other utilities and permissions (including lifts, escalators etc.) in the Lessee's own name and/or in the name of the Lessor.

- III.1a For all or any of the purposes mentioned hereinabove, the Lessor shall fully co-operate with the Lessee in all manner and sign execute submit and/or deliver all applications plans papers documents title deeds as may be required of by the Lessee from time to time at the cost and expenses of the Lessee.
- III.2 The Lessee shall be entitled to sublet, sublease, mortgage, charge, create third party interest, transfer or part with possession of the Demised Premises and the building or buildings to be constructed thereat or any part thereof or any undivided share therein, including but not limited to the flats, apartments, shops, showrooms, offices, units, parking spaces and rights and all other constructed and saleable areas and rights (including advertising, display and signage rights) in the Demised Premises, on such terms and conditions as the Lessee may deem fit and proper and no further consent or permission of the Lessor shall be required therefor Provided That no such sublease, subletting or transfer shall exceed the term hereby created and the sub-lessees / subtenants / transferees of the Lessee shall be bound by and be liable to observe the terms conditions and covenants herein contained.
- III.3 For the purpose of construction of the building or buildings at the Demised Premises, the Lessee shall be entitled to appoint, engage and employ such architects, contractors, sub-contractors, engineers, labourers, mistries, caretakers, guards and other staff and employees on such renuncration and such terms and

conditions as may be deemed necessary by the Lessee. Such personnel shall not be the employees of the Lessor and the Lessor shall not in any event be liable or responsible for the salaries, wages, remuneration etc. and shall be kept indemnified in respect thereof by the Lessee.

- III.4 The Lessee be entitled to create mortgage in favour of Schedule Banks/Financial Institutions of us interest in the Demised Premises for the purpose of carrying on development thereat.
- III.5 Maintenance of the Retained Plot (whereat the LIG tenements have been built) and the land comprised in the KMDA / Housing Board Common Area shall be the responsibility of the Lessor, with the Lessee having no concern or liability or obligation with regard thereto.
- III.6 The Lessee shall not use or permit use of Demised Premises or any part thereof for carrying on any obnoxious illegal or immoral trade and activity nor use or allow the use thereof for any purpose which may create a nuisance or hazard to the other occupiers of the Lease Plot and shall only use the same in accordance with provision of applicable laws, rules and regulations.
- III.7 All amounts received / receivable by the Lessee from letting out / sub-leasing / transfer from prospective sub-lessees / transferees of the Demised Premises and the building or buildings to be constructed thereat or any part thereof or any undivided share

therein, including but not limited to the flats, apartments, shops, showrooms, offices, units, parking spaces and rights and all other constructed and saleable areas and rights (including advertising, display and signage rights) in the Demised Premises, shall be received and appropriated by the Lessee alone. All agreements entered into with the Lessee with third parties shall contain a clause that the Lessor shall not be responsible to such third parties for construction of the complex and/or area proposed to be taken by such third parties and/or any of the covenants terms and conditions of the part of the Lessee contained in such agreements in otherwise in law. In any event all such agreements shall always be subject to and deemed to be subject in the aforesaid. All such agreements shall also clearly indicate that the Lessor shall not be liable in any way to such third parties for entering into such agreement, for payment of money to the Lessee or on any account whatsoever. The Lessee shall also not be required to be a party to such agreements with such third parties for such sub-leases / transfers.

- III.8 All structures of the Demised Premises at the expiry or sooner termination of the lease shall vest with the Lessor without payment of any costs charges or expenses.
- III.9 The Lessee will decide the name of the project/complex at the Demised Premises upon intimation to the Lessor.

- III.10The Lessee and/or the Confirming Party had at the time of submitting its technical bid, submitted a sum of Rs.50,00,000/-(Rupees fifty lakhs only) as and by way of bid security. The said bid security shall be converted into a performance security by the Lessor in the name of the Lessee. Such performance security shall be held by KMDA in a schedule bank in favour of the Lessee and be encashed with the completion of the said development as security for performance by the Lessee of its obligations hereunder and may be forfeited in terms of the said Development Agreement. Upon successful completion of development of the said Plot in terms of the said Development Agreement, the Lessor will return/refund the performance security, without any interest on the execution of these presents.
- III.11Any notice required to be given by either party shall be without prejudice to any other mode of service available and shall be deemed to have been served on the other party if delivered by hand or sent by pre-paid registered post.
- III.12Stamp duty and registration fees for registration of this Deed shall be paid and borne by the Lessce.
- III.13The Lessee, will not be entitled to claim partition by metes and bounds on any future date of the Demised Premises from the said Plot.

- III.14No amendment or modification of any term of herein shall be effective or binding unless the same is set forth in writing and duly executed by an authorized representative of the parties herein.
- III.15This Deed records all the terms of the agreement between the parties and supersedes all offers, representations and agreements between the parties hereinbefore and concerning the said plot (except the documents in connection with invitation of bids, prebid documents, bid documents submitted by the Lessee including all plans, proposals and time charts connected therewith, minutes of pre-bid meetings and award letter, all of which are hereby incorporated by this reference) and no oral representations or statements shall be considered valid or binding on either of the parties nor shall any provisions of this Agreement be waived except by written consent of the parties hereto.

IV. THE LESSOR DOTH HEREBY COVENANT WITH THE LESSEE as follows:

IV.1 The Lessor is the owner and absolutely seized and possessed of and is otherwise well and sufficient entitled to the said Plot having an area of 5.93 Acres free from all encumbrances and has good right, full power and absolute authority to grant lease of the Demised Premises and the Lessor shall fully indemnify the Lessee herein for any defect in its title to the Demised Premises.

- IV.2 The Lessee paying the Rent and all other charges in the manner aforesaid in respect of the Demised Premises and performing and observing the covenants and conditions and stipulations on its part herein to be observed and performed shall peaceably and quietly and peaceably hold possess use enjoy the Demised Premises and all buildings and structures thereon or as may hereafter be erected and every part thereof during the term hereby created without any let hindrance interruption eviction disturbance claim or demand whatsoever from or by the Lessor or any other person claiming on behalf of the Lessor or through under or in trust for the Lessor.
- IV.3 That during the subsistence of this lease, the Lessor shall not grant any superior or other lease of the Demised Premises or any part thereof.
- IV.4 The Lessor shall not cause any interference obstruction or hindrance in the sanctioning / modification / alteration of plan for construction of new building or buildings at the Demised Premises by the Lessee or in the Lessee's constructing such building or buildings and letting / subleasing / transferring the same in the manner herein mentioned, and shall fully co-operate with and render all assistance to the Lessee in connection therewith and sign

execute deliver and register all papers plans documents etc., as the Lessee may reasonably require from time to time.

- IV.5 The Lessee shall be entitled to all unconsumed and additional FAR allowable on the Demised Premises and/or the said Plot on any account whatsoever, including on account of Green Building, Metro Corridor etc.
- IV.6 The Lessor assures that the said Demised Premises, the Retained Plot (whereat the LIG tenements have been built) and the land comprised in the KMDA / Housing Board Common Area are all comprised in one single premises forming the said Plot and that the Lessee shall be entitled to the entire FAR available for the same and till such time the development of the Demised Premises is completed by the Lessee and/or the entire FAR consumed, the Lessor shall not cause separation of the Retained Plot (whereat the LIG tenements have been built) and the land comprised in the KMDA / Housing Board Common Area in the records of the Kolkata Municipal Corporation.
- IV.7 The Lessor shall be liable for payment of all municipal and other rates and taxes as well as the maintenance costs/charges in respect of the Retained Plot (whereat the LIG tenements have been built) and the land comprised in the KMDA / Housing Board Common Area and till such time the same are separately assessed, the Lessor shall bear

proportionate share of all such rates and taxes payable in respect of the said Plot / Larger Premises (such proportionate share to be derived on land area basis).

IV.8 The Lessor shall from time to time and at all times hereafter unless prevented by fire or other inevitable accident upon every reasonable requests and at the costs and expenses of the Lessee produce or cause to be produced to the Lessee or its agent or agents or any person or persons as the Lessee may direct or appoint or in any suit or proceeding or otherwise the documents-of-title relating to the Demised Premises and will permit such documents-of-title to be examined, inspected and given in evidence and will also at the like requests and costs make and furnish such true or attested or otherwise copies of or extracts or abstracts from such documents of title as may be required by the Lessee and will at all times hereafter keep such documents-of-title safe unobliterated and uncancelled.

V. ARBITRATION AND JURISDICTION:

V.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be first attempted to be resolved amicably between the parties herein. In the event of the same remaining unresolved for a

period of 45 days from the date of the first referral, the dispute may be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and/or any statutory re-enactments or modifications thereof. Each party shall, in such an eventuality, nominate one arbitrator and call upon the other party to nominate its arbitrator within 15 days. The two arbitrators so appointed shall thereafter, mutually nominate a presiding arbitrator. The said arbitrators shall thereafter enter reference and the Award made and published by the said Arbitrators shall be final and binding on the parties hereto.

V.2 The Courts at Kolkata alone shall have the jurisdiction to receive, try and determine all actions, suits and proceedings arising out of this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO: (said Plot)

All that the piece and parcel of land together with structures standing thereon containing an area of 5.93 acres be the same a little more or less situated and lying at Plot belonging to KMDA at Maniktala in P1/3, CIT Road Scheme VII-M, Kolkata-700054, within Police Station Maniktala under KMC Ward No. 32, and delineated in the plan annexed hereto and thereon bordered in color Red and butted and bounded in the following manner:

ONTHE NORTH: Partly By Municipal Corporation Road and Partly

by Ultadanga Tram Depot.

ON THE EAST: Partly by Municipal Corporation Road and Partly

by Land occupied by West Bengal Housing Board

ON THE SOUTH: Partly by Land occupied by West Bengal Housing

Board and partly by Land occupied by small scale

Industries.

ON THE WEST: Partly by Ultadanga Main Road and partly by land

occupied by Sukanta Chatrabas.

THE SECOND SCHEDULE ABOVE REFERRED TO: (Demised Premises)

All that the piece and parcel of land together with structures standing thereon containing an area of 4.00 acres be the same a little more or less situated and lying at Plot belonging to KMDA at Maniktala in P1/3, CIT Road Scheme VII-M, Kolkata-700054, within Police Station Maniktala Post Office - Phoolbagan .under KMC Ward No. 32, and delineated in the plan annexed hereto and thereon bordered in color Blue and butted and bounded in the following manner:

ON THE NORTH: Partly By Municipal Corporation Road and Partly

by Ultadanga Tram Depot.

ON THE EAST: By Municipal Corporation Road

ONTHE SOUTH: Balance area of the Plot and newly constructed

LIG Tenements

ON THE WEST: By Ultadanga Main Road

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

SIGNED AND DELIVERED by

the said LESSOR at Kolkata in the

presence of:

WITNESSES:

1. Landhan Thach

1. Landhan Thach

1. Re-210, Sec - 17. Salt Lake, Ko1-91

1. Reyly good for your Mars (Exe)

2. Hohosh Majumber 56, Romi Bananjee Awane, Olabania, Kol-700031

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

ABASAN REALTY LLP

1. Surita Ray 20, Lee Road, Hol-20

2 Ractora Ashanya. 20000. SIGNED AND DELIVERED of the said DEVELOPER / CONFIRMING PARTY at Kolkata in the presence of: WITNESSES:

ORT PROJECTS PVT. LTD. (AMERICAN CONTO 1)

Director

1. Narmy lived 596 Chowingle Road Kelketa - 700020

2 Gauget Coloral MC Charrington Road Malkate Toom 20

Drafted by

Sulta Surveyavour

09/01/2019 Query No. 1901 1000395541 / 2017 Deed No :I - 190100147 / 2018, Document is digitally signed.

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MEMO OF CONSIDERATION

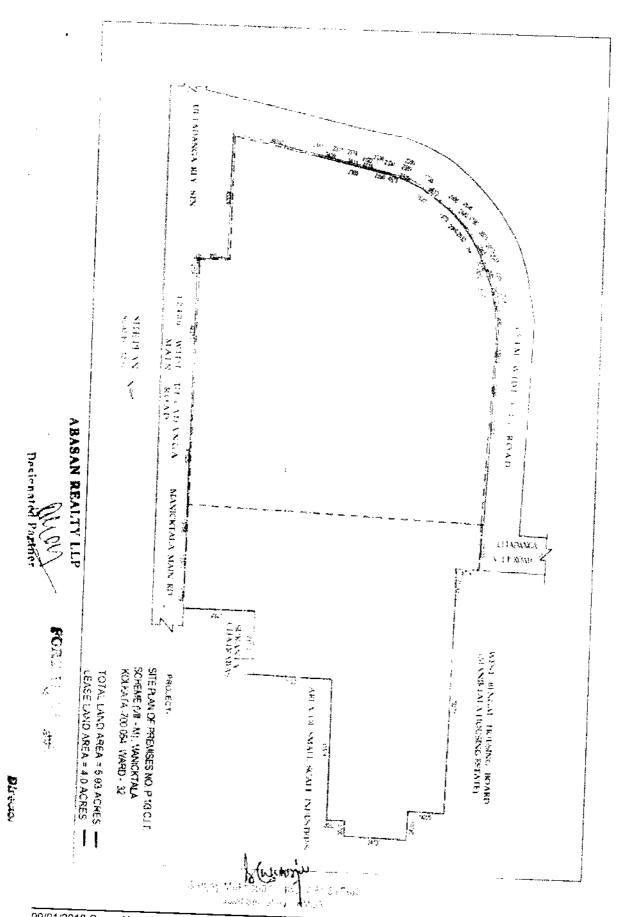
RECEIVED of and from the within named LESSEE the within mentioned sum of Rs.75,00,00,000/ (Rupees seventy five crores only), through several pay orders and drafts being the entirety of the consideration amount payable to the Lessor.

WITNESSES:

1. Landhan Shad. 2. Alsheek Majundes

Saniay Mukhopadhyay, WBCS (Exe) Joint Secretary, KNDA

Lessor





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SPECIMEN FORM FOR TEN FINGERPRINTS

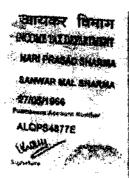
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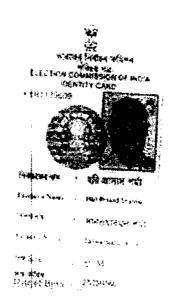




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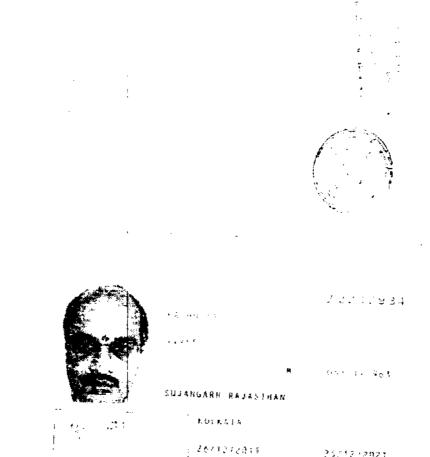
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Afm- 854/27-11-D

Government of West Bengal

Directorate of Registration and Stamp Revenue

3A, N.S.Road, Fortuna Tower, 9th Floor, Kolkata- 700001

Memo. No. 6393 / 1M-264/2017

dated 27.11.2017

From: The Inspector General of Registration

And Commissioner of Stamp Revenue, West Bengal

To: Registrar of Assurances, Kolkata

5, Govt. Place North, Kol- 700001

Sub: For ascertaining whether GST would be treated as a part of rent or not when paid by the lessee in a deed of lease agreement.

Ref: 1) 8a, Kolkata's memo no. 1180 dated 17.10.2017.

2) Memo. No. 678 dated 09.10.2017 issued by ARA-II , Kolkata.

With reference to his above referred letter and subject matter, he is informed that as the lessee herein undertakes to pay the GST (Para 3.5 at page 4 of the draft deed of lease agreement), the GST amount to be paid by the lessee shall be deemed to be a part of the rent and accordingly stamp duty and registration fees would be realized.

This is for his information.

Forwardes in the A.R.A. Literatury A.D.S.R. (Roccids) of A. Kokata for information & Hocustory Action/Immediate Roby to the understanded

Per Tulia

inspector General of Registration

& Commissioner of Stamp Revenue, West Bengal



Kolkata Metropolitan Development Authority

Memo No	202-1	KMDA/	PPP/	1.110
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Dated: 01/12/2017

Item Cloud Secretary, PPP Coll

KMDA

Lo Ainsan Realty LLP, 20 Lee Road, Kol = 20.

Sulp d - Registration of Decelor Legise in gospect of land alloned to Lori Projects in Manicktola

٠.; ;

buclosed please find lease deed duly executed for registration. You are requested to register the lease deed from the office of the Additional Registrar of Assurance - I, Kolkata. The certified copy of the registered lease deed should be submitted to this office within 30 (thirty) days from the date of registration.

Piscke Original lease deed along with authenticated site plan

Yours configuity

Tend Switchery, P.P.Co.; RMINA

Sec. Stands (Edykanda, Advertise and

Dated 01/12/2017

Y Copy forwarded to the The Additional Registrar of Assurance ~ 1, Kolkata, I case Deed in original is handed over to the allottee for submission before you for registration. Personal appearance is exempted u/s 88 of Indian Registration Act, 1988.

> estit vere tarr (MYC) EADA

09/01/2018 Query No:-19011000395541 / 2017 Deed No :1 - 190100147 / 2018, Document is digitally signed.

Govt. of West Bengal Directorate of Registration & Stamp Revenue e-Challan

GRN:

19-201718-014063716-1

Payment Mode

4d No.: 19011000395541/8/2017

(CLEY No Guery Year)

Online Payment

GRN Date: 22/12/2017 19:05:25

Bank :

HDFC Bank

BRN:

425960608

BRN Date: 22/12/2017 19:06:39

DEPOSITOR'S DETAILS

Name:

ABASAN REALTY ULP

Contact No. :

40509999

Mobile No.

+91 9830083728

E-mail:

ACCOUNTS@SHREERSHGROUP

Address :

20 OCGANGULY SAF

Applicant Name:

Mr SUNIL KUMAR

Office Name

Office Address:

Status of Depositor:

Buyer/Claimants

Purpose of payment / Remarks :

Lease, Lease by Govt./Govt. Authority/Govt. Undertaking Payment No.7

PAYMENT DETAILS

Sł. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
ĭ	19011000395541/8/2017	Property Resignation Stamp duty	0036-02-103-003-02	52500064
2	19011690395541/6/2017	Property Registration Registration Fees	0030-03-104-061-16	7500103

Total

60000167

In Words :

Rupaes Six Crore One Hundred Sixty Seven only

09/01/2018 Query No:-19011000395541 / 2017 Deed Np പ്ലപ്പി90100147 / 2018, Document is digitally signed.

...... Page 38 of 43

Major Information of the Deed

Deed No:	I-1901-00147/2018	Date of Registration	09/01/2018
Query No / Year	1901-1000395541/2017	Office where deed is re	egistered
Query Date	30/11/2017 2:05:09 PM	A.R.A I KOLKATA, Di	
Applicant Name, Address & Other Details	SUNIL KUMAR MANNA 20, LEE ROAD, Thana: Bhawanipore, PIN - 700020, Mobile No.: 983178210	District : South 24-Parga	·
Transaction		Additional Transaction	
[0407] Lease, Lease by Go	vt./Govt. Authority/Govt. Undertaking	[4308] Other than Immo Agreement [No of Agree	vable Property, ement : 2]
Set Forth value	<u> </u>	Market Value	<u>.</u>
		Rs. 96,96,96,960/-	<u> </u>
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 5,25,00,164/- (Article:35)		Rs. 75,00,103/- (Article:/	A(1), E. M(a), M(b), I)
Remarks	Lease Period 99 Years s Advance/Pre 242/- Received Rs. 0/- (only) from tharea)	mium Rs 75,00,00,000/-	Average annual Rent Rs

Land Details:

District: South 24-Parganas, P.S.- Maniktala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: C I T SCHEME NO.VII(M); , Premises No. P1/3, Ward No. 32

Sch No	Plot Number	Khatian Number	Land Proposed	 Area of Land		Market Value (in Rs.)	Other Details
L1			Bastu	 4 Acre		96,96,96,960/-	Property is on Road
l	Grand	Total:		 400Dec	0 /-	9696,96,960 /-	

Lessor Details:

SI No	Name,Address,Photo,Finger print and Signature
	KOLKATA METROPOLITAN DEVELPMENT AUTHORITY , UNNAYAN BHAVAN, SALT LAKE, P.O:- SECH BHAWAN, P.S:- East Bidhannagar, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700091, State Government Office, Status::Organization, Executed by: Representative
	FORT PROJECTS PVT. LTD . 7/1A, HAZRA ROAD, P.O KALIGHAT, P.S Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700026, PAN No.:: AAACF3620N, Status::Organization, Executed by: Representative

Lessee Details :

SI No	Name,Address,Photo,Finger print and Signature
	ABASAN REALTY LLP
	20, LEE ROAD, P.O:- LALA LAJPAT RAI SARANI, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas,
	West Bengal, India, PIN - 700020, PAN No.:: AATFA9257A, Status :Organization, Executed by: Representative

09/01/20 a Cuery No. 1901 1000395541 / 2017 Deed No :I - 190100147 / 2018, Document is digitally signed.

Page 39 of 43

	resentative Details:			
SI No	Name,Address,Photo,Finger	print and Signatur	re	
1	promata, DistrictNorth 24-Pa	AN, SALT LAE CI rganas, West Ber	idal India PIN -	BHAWAN, P.S:- East Bidhannagar, 700091, Sex: Male, By Caste: Hindu,
	KOLKATA METROPOLITAN	DEVELPMENT A	idia, IStatus : Re UTHORITY (as .	presentative, Representative of : JOINT SECRETARY)
2	Name	Photo	Finger Print	Signature
	Mr VIVEK KATHOTIA Son of Late SAMPATMAL KATHOTIA Date of Execution - 23/12/2017, Admitted by: Self, Date of Admission: 23/12/2017, Place of Admission of Execution: Office			
i	<u></u>	Dec 23 2017 11:39AM	LTI 23/12/2017	23/12/2017
	west bengal, mula, PIN - 700	uzo, Sex: Maie, B	v Caste: Hindu	olkata, District:-South 24-Parganas, Occupation: Business, Citizen of: India, .i /e of : FORT PROJECTS PVT, LTD (as
3	Name	Photo	Finger Print	Signature
	Mr HARI PRASAD SHARMA (Presentant) Son of Late SANWARMAL SHARMA Date of Execution - 23/12/2017, Admitted by: Self, Date of Admission: 23/12/2017, Place of Admission of Execution: Office			Divine.
Ĺ		Dec 23 2017 11:32AM	LTI 23/12/2017	23/12/2017
l'	raiganas, west bengai, india,	PIN - 700020, Se LQPS4877E Stati	ex: Male. By Cas	anipore, Kolkata, District:-South 24- ite: Hindu, Occupation: Business, ive, Representative of : ABASAN

Name	& address
Mr SOURAV DAS Son of Mr SANATAN DAS VILL GOBINDAPUR, P.O:- DIARA, P.S:- Singur, District:- Caste: Hindu, Occupation: Others, Citizen of: India, , Iden	Hooghly, West Bengal, India, PIN - 712223, Sex: Male, By
KATHOTIA, Mr HARI PRASAD SHARMA	WIND OF THE OF THE PROPERTY OF MEETING ALL ALL ALL ALL ALL ALL ALL ALL ALL AL

Endorsement For Deed Number: I - 190100147 / 2018

On 23-12-2017

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

Presented for registration at 11:22 hrs on 23-12-2017, at the Office of the A.R.A. - I KOLKATA by Mr. HARI PRASAD SHARMA...

Admission Execution (for exempted person)

Execution by Mr SANJAY MUKHOPADHYAY, , JOINT SECRETARY, KOLKATA METROPOLITAN DEVELPMENT AUTHORITY, , UNNAYAN BHAVAN, SALT LAKE, P.O.- SECH BHAWAN, P.S.- East Bidhannagar, Kolkata, District:- North 24-Parganas, West Bengal, India, PIN - 700091

who is exempted FROM his personal appearence in this office under section 88 of Registration Act XVI of 1908, is proved by his seal AND signature.

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

Execution is admitted on 23-12-2017 by Mr VIVEK KATHOTIA, DIRECTOR, FORT PROJECTS PVT, LTD, , 7/1A, HAZRA ROAD, P.O:- KALIGHAT, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700026

Indetified by Mr SOURAV DAS, , , Son of Mr SANATAN DAS, VILL GOBINDAPUR, P.O; DIARA, Thana: Singur, , Hooghly, WEST BENGAL, India, PIN - 712223, by caste Hindu, by profession Others

Execution is admitted on 23-12-2017 by Mr HARI PRASAD SHARMA. DESIGNATED PARTNER, ABASAN REALTY LL.P., 20, LEE ROAD, P.O:- LALA LAJPAT RAI SARANI, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020

Indetified by Mr SOURAV DAS, , , Son of Mr SANATAN DAS, VILL GOBINDAPUR, P.O: DIARA, Thana: Singur, , Hooghly, WEST BENGAL, India, PIN - 712223, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 75,00,103/- (A(1) = Rs 75,00,005/-,E = Rs 14/-,I = Rs 55/-,M(a) = Rs 25/-,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 75,00,103/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/12/2017 7:06PM with Govt. Ref. No: 192017180140637161 on 22-12-2017, Amount Rs: 75,00,103/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 425960608 on 22-12-2017, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,25,00,064/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 5,25,00,064/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 21604, Amount: Rs.100/-, Date of Purchase: 28/11/2017, Vendor name: S Das Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/12/2017 7:06PM with Govt. Ref. No: 192017180140637161 on 22-12-2017, Amount Rs: 5.25,00,064/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 425960608 on 22-12-2017, Head of Account 0030-02-103-003-02

Malay Chakrabarty
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA

Kolkata, West Bengal

09/01/2018 Cuery No - 190 1 0003955417 20 - 7 Deed No :I - 190100147 / 2018. Document is digitally signed.

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On 09-01-2018

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 : 35 of Indian Stamp Act 1899.

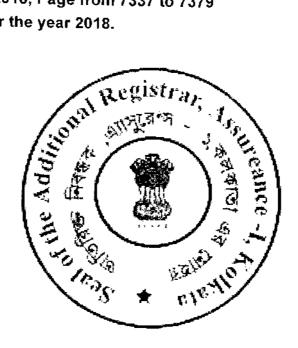
Malay Chakrabarty ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - I KOLKATA Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2018, Page from 7337 to 7379 being No 190100147 for the year 2018.



Am

Digitally signed by MALAY CHAKRABORTY

Date: 2018.01.09 15:55:09 +05:30 Reason: Digital Signing of Deed.

Certified to be a true Copy

(Malay Chakrabarty) 1/9/2018 3:54:52 PM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - I KOLKATA

West Bengal,

(This document is digitally signed.)

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