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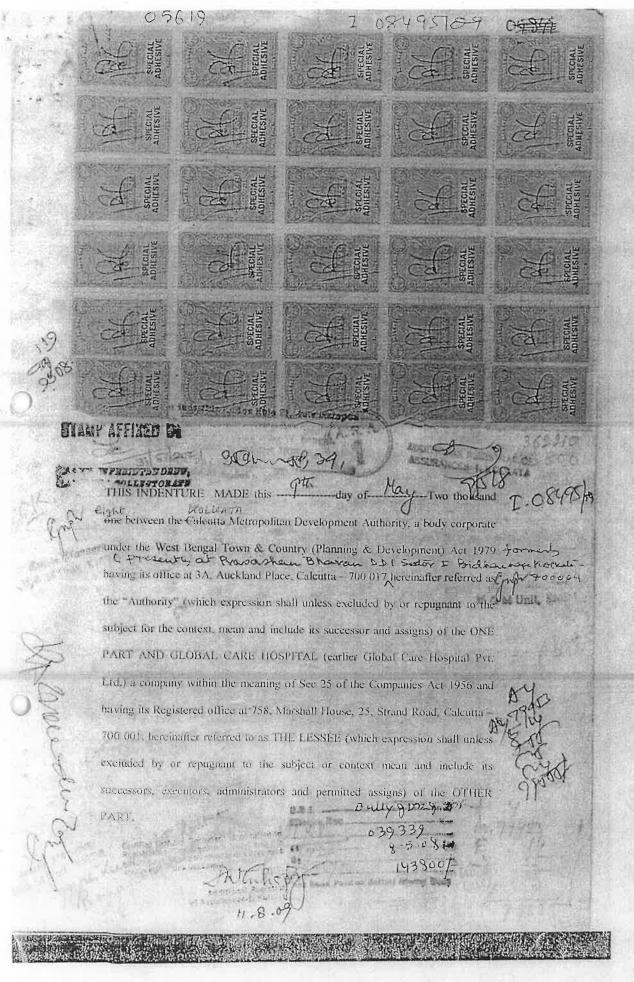
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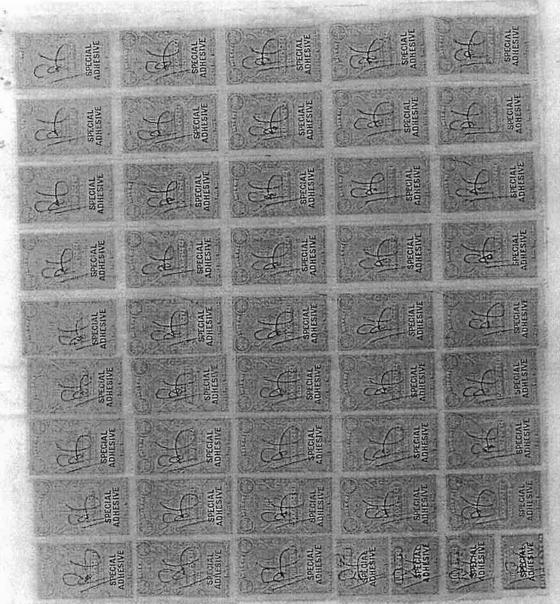
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# STAMP AFFIXED IN

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WHEREAS for the purpose of Construction of a Super Speciality Hospital and of houses for members of staff thereof the LEESEE applied to the Authority for the lease of a piece of land within the area of the East Calcutta Area/B.P. Area Development Project of the Authority.

AND WHEREAS the authority allotted to the LESSEE as plot of land measuring more or less 1.99 agrees within the area of the said Project which is more particularly mentioned and described in the schedule hereto and delivered possession thereof to the LESSEE on the Hth May 1998.

AND WHEREAS the authority has since acquired title to the said land from the Government of West Bengal and has agreed to grant a lease in favour of lessee for a period of 99 years with an option for renewal for like period subject to the mutual consent of the lessor and lessee for the purpose of setting up houses and apartments for members of the staff & others working at health care related facilities and/or at any other related affiliated venture including research work and other allied matters in collaboration with any subsidiary/associate companies/firms/ institutions like Chemgen Pharma International Pvt. Ltd. belonging to KPC group of companies having similar and/or other objects of the respective companies for which the lease is granted.

AND WHEREAS the authority would permit the LESSEE to use the plot of land measuring more or less 1.99 acres within the area of the said Project which is more particularly mentioned and described in the schedule hereto and delivered possession thereof to the LESSEE, on 2/2/06

# NOW THIS DEED WITNESSETH AS FOLLOWS:

In consideration of the sum of Rs 7223700/- (Rupees Seventy Two Lakhs Twenty Three Thousands and Seven Flundred only) paid by the LESSEE to the Authority as premium before the execution of these present (the receipt of which is hereby acknowledged) and in consideration of the licence fees and rent the LESSEE's covenants hereinafter reserve and contained, the Authority doth hereby grant and demise unto the LESSEE for construction of houses & apartments for members of the staff & others working at Health Care related facilities and/or at any other related affiliated venture including research work and other allied matters in collaboration with any subsidiary/associate companies/firms/ institutions like Chemgen Pharma International Pvt. Ltd.

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belonging to KPC group of companies having similar and/or other objects for which the lease is granted. All the land hereinafter more particularly mentioned and described in the schedule hereto (hereinafter referred to as the demised land) TO HOLD the same to the LESSEE from the 2<sup>nd</sup> day of February, 2006 for the term of 99 (Ninety nine) years paying therefore during the said terms yearly rent @ Re.1/- (Rupee one only) per Cottah or part thereof subject to revision after every 10 years at the discretion of the Authority, by the last working day of each English Calendar Year at such place as the Authority may form time to time appoint on behalf. It may be automatically renewed for another subsequent 99 years if lessor does not terminate the lease exactly 1 year before the date of expiration of the lease after 99 years with mutual consent.

- 2. The LESSEE hereby agrees and covenants with the Authority as follows:
  - (i) The lessee shall during the Continuing, of this lease, pay to the authorities the yearly rent hereby reserved on the days and in the manner herein before stipulated.
  - (ii) The LESSEE, shall, during the said term, pay all the rates, taxes, charges and other impositions of every description in respect of the demised land and buildings erected or to be erected thereon, which are or may be assessed to be payable by the others or the occupier in respect thereof.
  - (iii) The LESSEE, shall, within three years from the date hereto or within such further time as the Authority may at its option allow in writing on sufficient and reasonable grounds, and at its own cost erect. construct and complete houses, buildings, own structures upon the demised land as may be

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necessary for the said land to be used for the purpose as settled alongwith boundary walls, sewers and drains in accordance with plans, sections, specifications as may be approved by the appropriate Authority according to the rules and regulations of the Koalkata Municipal Corporation according to the requirements of any statute or of any land use and development Control plan and/or Development Control regulations of the Authority. Failing to complete construction within 3 years, KMDA may exercise the right of re-entering & taking possession times sufficient reason is shown by the Lessee. The construction within the year from the data knowledge.

(iii)(a) The Lessee shall abide by the Term of Settlement agreed between the Parties before the Hon'ble Calcutta High Court in case

No.2438 of 2001 failing which the Authority may exercise the right of re-entering & take possession unless sufficient reason is shown by the Lessee.

- (iv) The LESSEE shall always keep the land clean and free from all sorts of nuisance and shall not allow heavy accumulation of water on it at any time.
- The LESSEE shall not make any excavation in and/or changes in the character of the demised land for any purpose other than the purpose for which the lease is granted without the prior consent of the Authority in writing. Should any excavation in and/or changed in the character of the demised land be made without the consent of the Authority, the LESSEE shall restore the land to its original condition on the expiry of the term of the lease or either

determination thereof. Provided, however, that if any such excavation in or change in the character of, the demised land is made for any purpose other than the purpose for which lease of the land is granted, the Authority shall be at liberty to determine the lease forthwith and/or compel the LESSEE to restore the land to its original condition and to pay appropriate damages to the Authority.

The LESSEE shall not sub-divide or sub-let the demised land or any building erected or to be erected thereon, without previous consent in writing of the Authority and the Authority shall have the right and be entitled to refuse its consent at its absolute discretion.

But the lessee, in relaxation of the provision shall be permitted to sub-lease not more than 80% of the land and/or sub-let not more than 80% of the super structure to be constructed on the said land to any subsidiary/associate companies/ firms/institutions belonging to KPC group of companies having similar and/or other objects for which the lease is granted on payment of an amount of 10% (ten) of the existing rate of entire land as to be determined by the competent authority as processing and servicing charge.

Save as stated in Sub Clause (vi) above the LESSEE will not transfer or assign the demised land or any constructions erected thereon or any part thereof by way of sale and/or gift. The lessee, however, 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.

A (vii)

- (viii) The LESSEE will not amalgamate the demised land or any part hereof with any other land.
- (ix) The LESSEE will not without the consent of the Authority 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 lease of the said land is granted.
- (x) The LESSEE shall not remove any earth from the demised land nor shall cause any damage for deprivation to the said land.
- (xi) The LESSEE shall, not carry on or permit any other persons to carry on in 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 neighborhood.
- (xii) The LESSEE shall permit any person authorised by the Authority to inspect, repair and clean the sewer lines or to do any other works in connection therewith within the demised land without any obstruction or hindrance.
- (xiii) The LESSEE shall ensure that the quality of effluent generated within the demised premises shall conform to the norms, if any, laid down by the State Pollution Control Board, West Bengal, before acceptance into the sewerage system in existence in the Project area.

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- (xiv) The LESSEE shall not allow the demised land or any construction erected thereon or any part thereof to be used as a place of public worship or burial or cremation nor shall allow any shrine, temple, mosque, church or any other kind or place of worship to be erected thereon.
- (xv) The LESSEE, at the expiration of the term of the lease or sooner determination thereof, shall peaceable and quickly surrender to the Authority the demised land after removing any construction made by him thereon unless the Authority shall express its willingness to purchase the same at the market value of the materials in which case the LESSEE shall sell the same to the Authority at the valuation to be assessed by mutual consent of the parties.
- (xvi) The LESSEE shall not be entitled to claim any damage or Compensation for delay in providing any infrastructural facility such as sewerage connection, water supply, electric connection etc. for the demised land or for any other similar cause.

3. The Authority hereby covenants with the LESSEE as follows:

(i) That the LESSEE paying the rent hereby reserved and observing and performing all the covenants by the LESSEE herein contained may hold and enjoy the demised land during the said term without any unlawful interruption by the Authority or any other person acting on behalf of the Authority.

> The LESSEE shall be provided with all the facilities in respect of Sewerage connection, water supply, electric connection, road and other plot or land of East Kolkata Area Development Project of

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(ii)

Authority, provided that such facilities shall be made available on the peripheral land abutting the demised land and that the LESSEE at his own cost shall have to take connection therefrom.

# 4. PROVIDED ALWAYS and it is hereby agreed as follows:

- (i) Whenever any part of the rent hereby reserved shall be in arrears for after due date or there shall be a breach of any covenants by the LESSEE herein contained or the LESSEE shall enter into liquidation, whether compulsory or voluntary the Authority may re-enter on the demised premises and determine the lease.
- (ii) That any demand for payment or notice requiring to be made upon or given to the LESSEE shall be sufficiently made or given if sent by the Authority or any of its authorised officers to the LESSEE at the address of the demised premises or sent by Registered Post addressed to the LESSEE at the demised premises or to its last known address, and that notice requiring to be given to the Authority shall be sufficiently given if delivered at or sent by Registered Post to the office of the Deputy Director (Marketing and Management), Kolkata Metropolitan Development Authority.
- (iii) That any relaxation and indulgence granted by the Authority to the LESSEE or by the LESSEE to the Authority shall not in any way prejudice the rights of the parties under this DEED.
  - That in case of any dispute in the interpretation of any of the clause of the terms and conditions contained in this deed, the decision of the Authority shall be final and binding.

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(iv)

(v) That if it is found that the lease of the demised land has been obtained by the LESSEE on misrepresentation or by fraud, the lease shall be terminated and the Authority will re-enter upon the demised premises and the LESSEE shall not be entitled to get any damage or compensation thereof.

# SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land measuring 1.99 acres be the land comprising 5006 (P)

RS Plot no. 2303,2304,2305,2306,2307(P) & 2308(P) of Mouza Kasba JL - 13

P.S. Kasba, a little more or less in Plot situated within Hatirsur Project Area in East Kolkata Area Development Project in the District of Twenty-four parganas/City of Kolkata and shown in color RED border in the Plan/Map annexed hereto, butted and bounded as follows that is to say:

On the North

Existing Structures on North

And North East boundary.

On the East

: Existing Structure

On the South

: 10.10 Mtrs, Wide Road

On the West

6 Mtrs. wide Road

IN WITNESSETH whereof the parties to these presents have here unto set and subscribe their respective hand the day, month and year first above written.

SIGNED AND SEALED for and on behalf of
The Kolkata Metropolitan Development
Authority in the presence of Witness:

1

Bydate Harry

2

SIGNED AND SEALED for and on behalf of

The LESSEE, Global Care Hospital in the

presence of Witness:

1. Ultam Kranzaboth

IF, Raja S.C. Mulliak Rod. Krikata. 700032.

2. Of pace De. Room No - 758, Harshell Horen, 7th Floor, 25, Strand Ports, Kalkate - 700001 POE GLOBAL CARE HOSPITAL

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# 5, Govt Place (North), KOLKATA - 700001 Endorsement For deed Number: 1-08495 of: 2009 (Serial No. 05619, 2008)

## On 09/05/2008

## Payment of Fees:

Fee Paid in rupees under article: A(1) = 79453/- ,E = 14/- ,A2(a) = 2/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/on:09/05/2008

#### Deficit stamp duty

Deficit stamp duty Rs 143800/- is paid, by the draft number 039339, Draft Date 08/05/2008 Bank Name STATE BANK OF INDIA, Ballygunge Br., received on :09/05/2008.

## Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 13.19 hrs on :09/05/2008, at the Office of the A.R.A.-I KOLKATA by Kall Pradip Chaudhuri., Claimant.

### Admission of Execution(Under Section 58)

Execution is admitted on 09/05/2008 by

1. Kali Pradip Chaudhuri, Director, Global Care Hospital, 25, Strand Road, Calcutta-01, W. B., profession: Others Identified By Tapan Sil, son of ........ High Court Calcutta Thana: ...., by caste Hindu, By Profession: Advocate.

Admission Execution(for exempted person)

1. Execution by S Gupta alias 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.

Name of the Registering officer: Ramananda Das Designation : A. R. A. -I KOLKATA

# On 11/08/2009

# Certificate of Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number :35 (a),35(b) of Indian Stamp Act 1899.

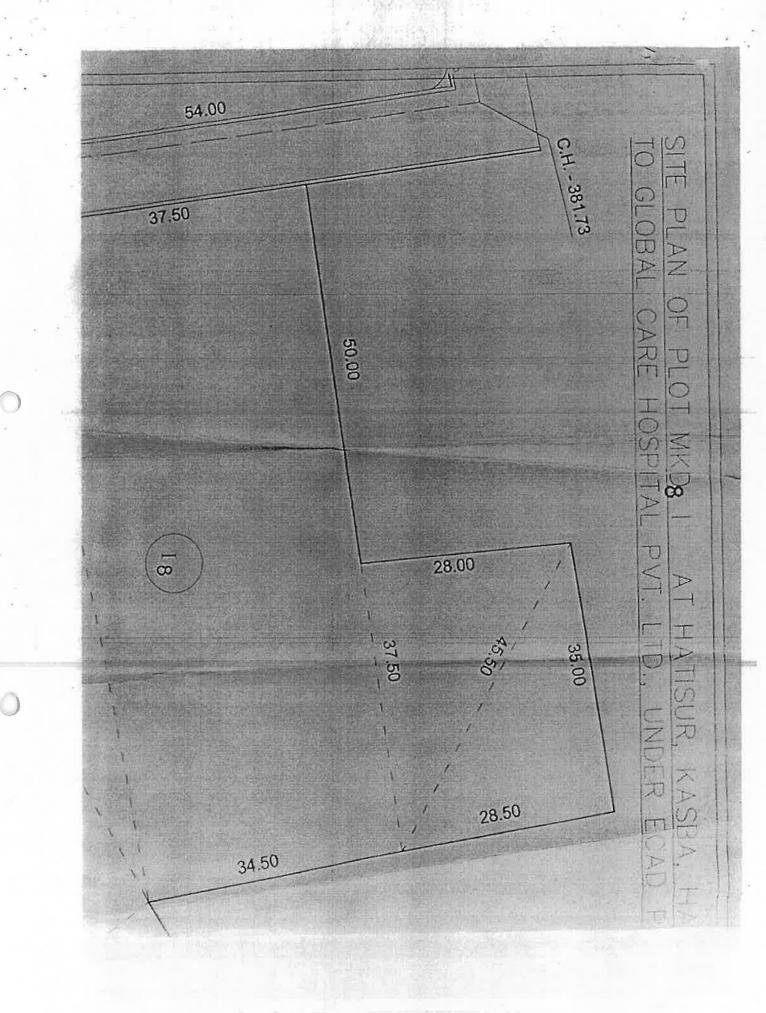


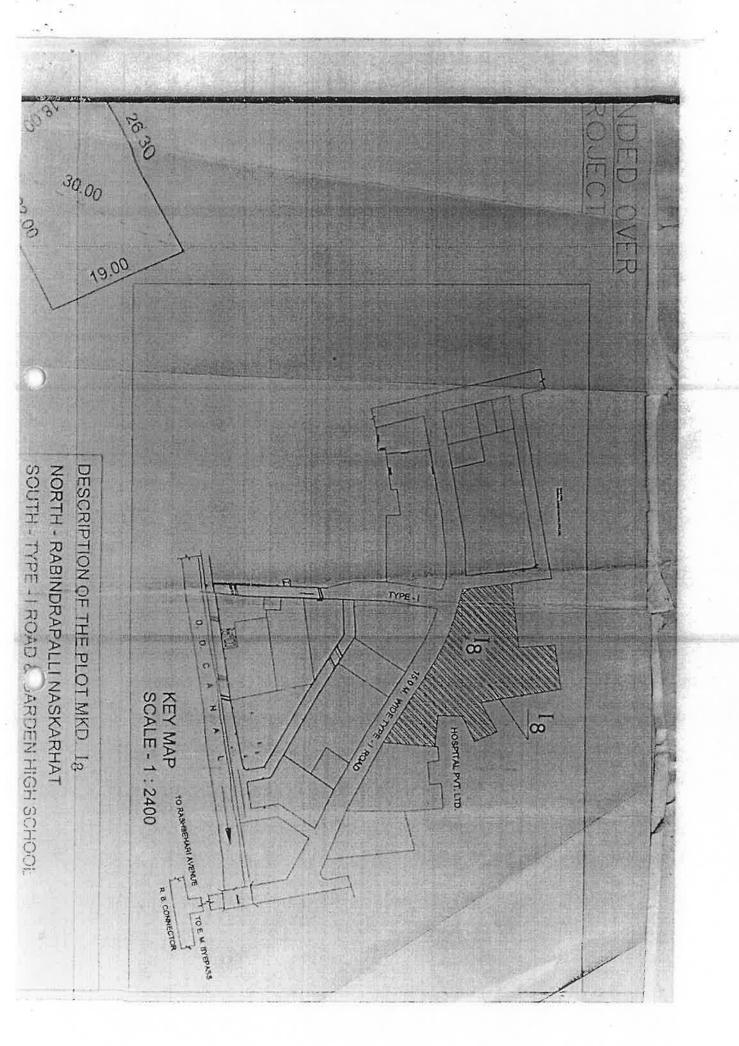
Name of the Registering officer : Dines Kumar Mukhopadhyay Designation : A. R. A. -I KOLKATA

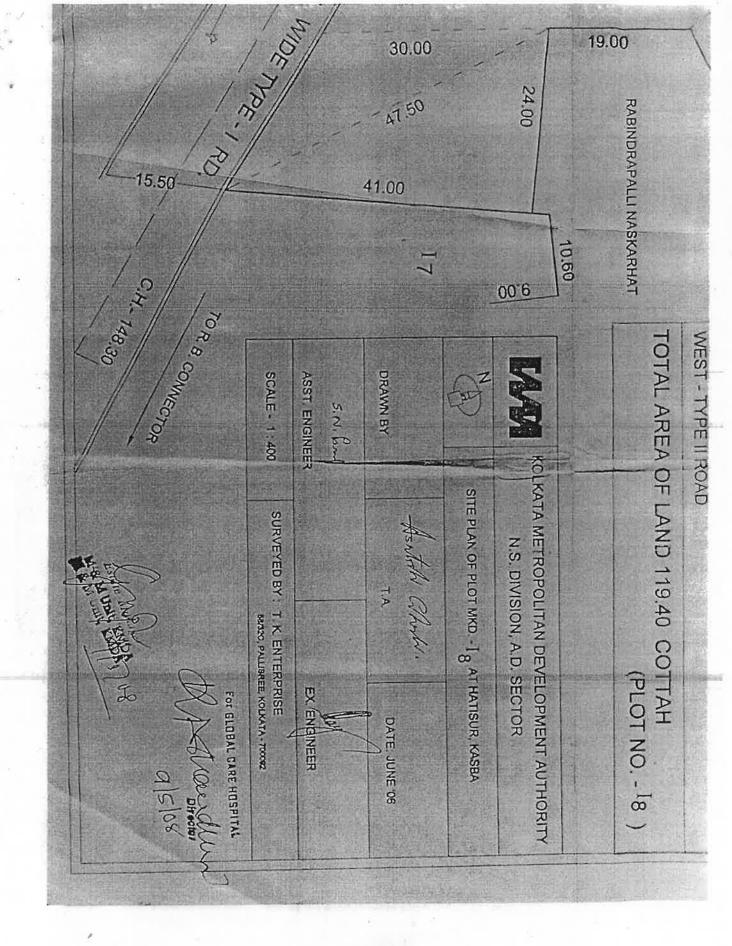
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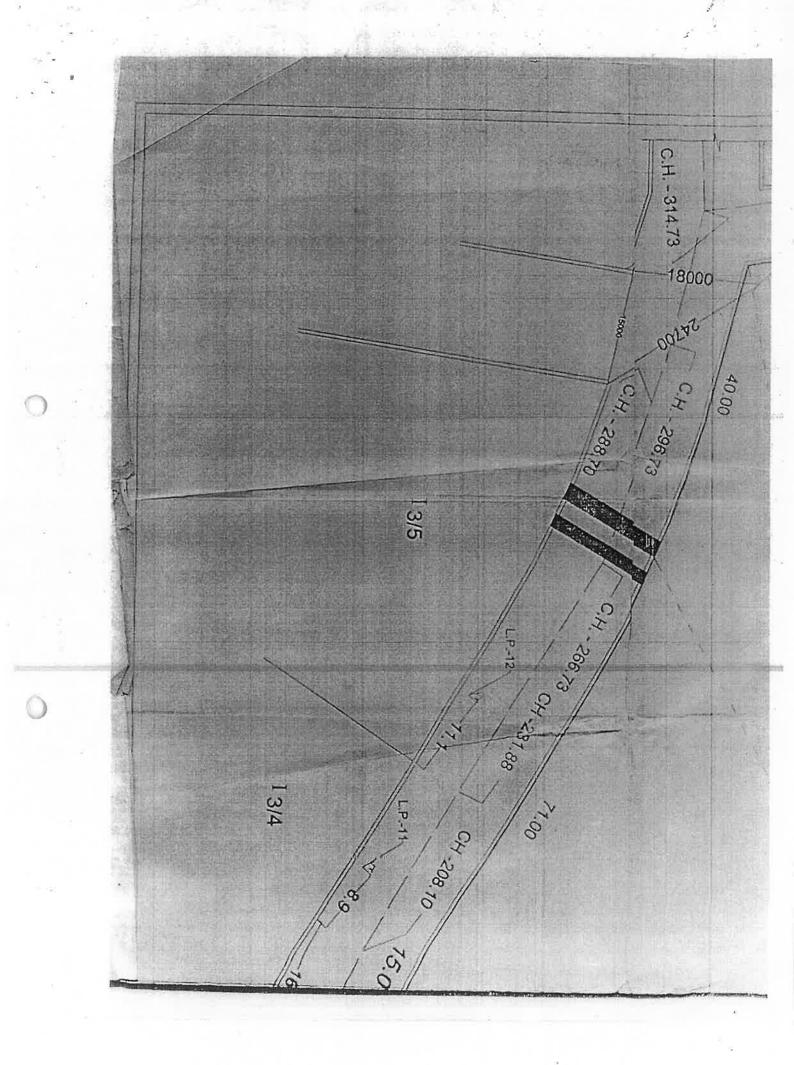
Additional Preditional Sty ASSISTANT REGISTRAR OF ASSURANCE OF Govt. of West Bengal

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DATED THIS 914 DAY OF MAY 2008

DEED OF LEASE

BETWEEN

THE KOLKATA METROPOLITAN DEVELOPMENT AUTHORITY

...LESSOR

AND

GLOBAL CARE HOSPITAL

...LESSEE

ABBOTTON L NEVERTAR OF ASSERBANCES - 1, ESLECTE

TULSIAN & COMPANY, ADVOCATES 6, K. S. ROY ROAD, GR. FLOOR KOLKATA- 700 001 PH. NO. 248 7541

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 24 Page from 3436 to 3457 being No 08495 for the year 2009.



STE :

(Dines Kumar Mukhopadhyay) 23-October-2009 A. R. A. -I KOLKATA Office of the A.R.A.-I KOLKATA West Bengal





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