

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

Sign ture Sheet and the Endressements Attached with this Documents are the Part of this Document.

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A D.S.R. Durgapes

THIS INDENTURE OF LEASE made this 4

day of May

2010;

0 4 MAY 2010

## BETWEEN

THE GOVERNOR OF THE STATE OF WEST BENGAL represented by the Special Officer, Urban Development (Town & Country Planning)
Department, Government of West Bengal, hereinafter called the 'LESSOR' (which expression unless excluded by or repugnant to the context be deemed to include his successor in office and assigns) of the ONE PART;

### AND

1. 3.

M/S. SPS STEELS ROLLING MILLS LIMITED, represented by or its constituted Attorney Sri, RISHI KUMAR PURI 5/2 LATE HANS RAJ PURI OF SPS STEELS PALLING HILLS LTD DR. ZAKIR HYSTAN AS Proprietor/Partner/ Director of the Company partnership

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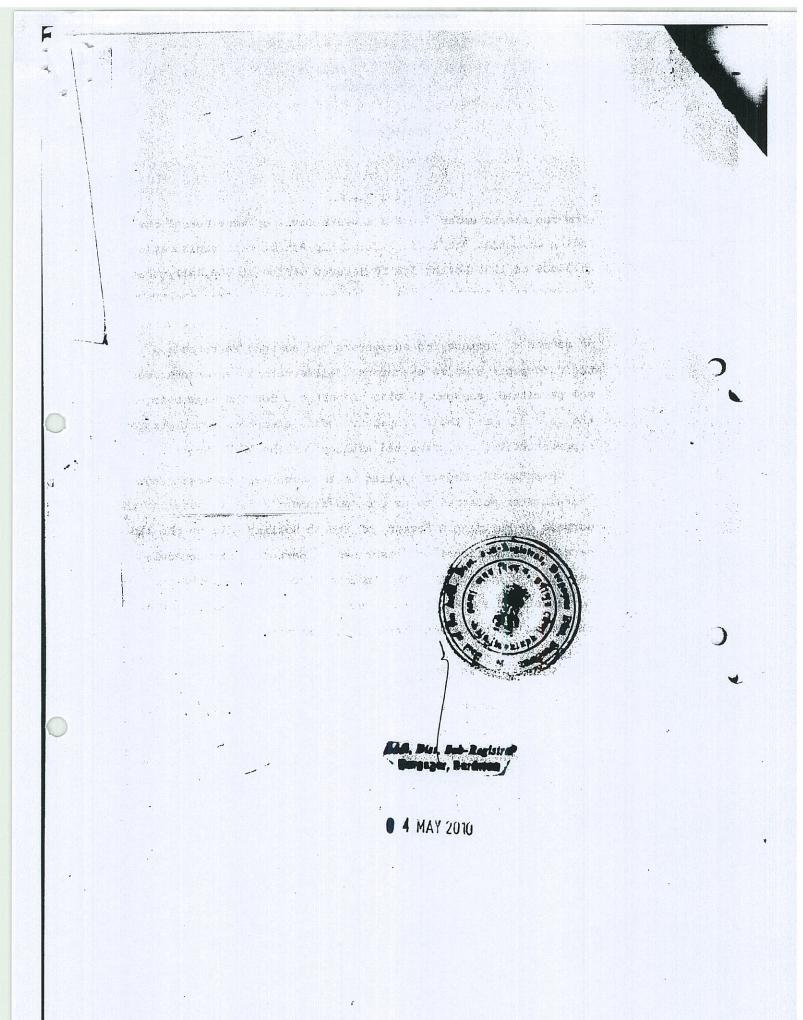


firm registered under C & S S I Deptt.Covt. of West Bengal the Indian Companies Act/India Partnership Act bearing registration no.34409 of 1981 having its registered office at 68A,Ballygunge Circular Road,7th Floor,Kolkata=19 hereinafter called the LESSEE/S (which expression unless excluded by or repugnant to the context be deemed to include its successors and assigns/Partners and their respective heirs executors administrators representatives and permitted, assigns as also thepartners for the time being of the said firm and their respective heirs executors administrators representatives and permitted assigns) of the OTHER PART;

WHEREAS THE Lessee applied to the Government of West Bengal (hereinafter referred to as the 'Government') for a lease for the purpose of building a factory of Steels Rolling Mill on the lad hereinafter mentioned and described in part-I of the schedule hereunder written within the industrial zone of S.I.Area and Government has agreed to grant such lease for the period and on the terms and conditions hereinafter expressed.

## WITNESSETH AS FOLLOWS :-

(Rupees thirty three lakh seventeen thousand two hundred fifteen) agreed to be paid by the Lessee to the Lessor out of which the sum of Rs.33,17,215/-(Rupees thirty three lakh seventeen thousand two hundred fifteen) only has been paid by the Lessee on or before the execution of these presents and the balance sum of Rs. Nil only to the Covernment of West Bengal agreed to be paid by X equal Half yearly instalments with interest at the rate of 10% per annum on the sum remaining due and of the rent hereby reserved and fully mentioned in part-II of the schedule



hereunder written and of the terms covenants and conditions contained in part-II of the said schedule hereunder written on the part of the Lessee to be paid, observed and performed, the lessor doth hereby grant and demise unto the lessee on " as is where is basis".

ALL THAT piece or parcel of land mentioned and described in Part-I of the schedule hereunder written (hereinafter referred to as the 'demised premises') TO HOLD the same unto the lessee for the period of sixty years from the 22nd day of July, 2004 to the 22nd day of July, 2064 yielding and paying therefore the rents at the time and in the manner mentioned in Part-II of the said schedule hereunder written.

# THE SCHEDULE ABOVE REFERRED TO PART = I PARTICULAR OF THE HOLDING

1. I.O.P. Do. : 100 at De-Gaul Avenue.

2. No. of C.S.plot : 10028(P),1783(P),1616(P),1782(P),10027, 1781(P),1772(P),1773(P),1769(P), 1768(P),1774(P),1780(P),1775(P),

1776(P),1779(P),1759(P).

3. Khatian m. L.R.: 1046,1046,1251,1046,1046,1046
1310/1, 802,704,802,1308,549,1046,328
347/1,1256,1310/1,732,1308,802,1310/1,
3076,1218/147,151,163. (R.S.)

4. J.L. No. : 85

5. Area of plot : 5.483 core

. Touzi no.

7. Name of Mouza : Copinathpur

8. Name of Parganas

9. Name of Thana : Faridpur

10. Sub-Registration : City Centre, Durgapur Office.

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### BOUNDARIES OF THE PLOT

On the North

- ADDA Plot & Prop: 18.29M wide Road;

On the South

- ADDA plot & Prop. 18.29 M wide Road

On the East

- ADDA Plot

On the West

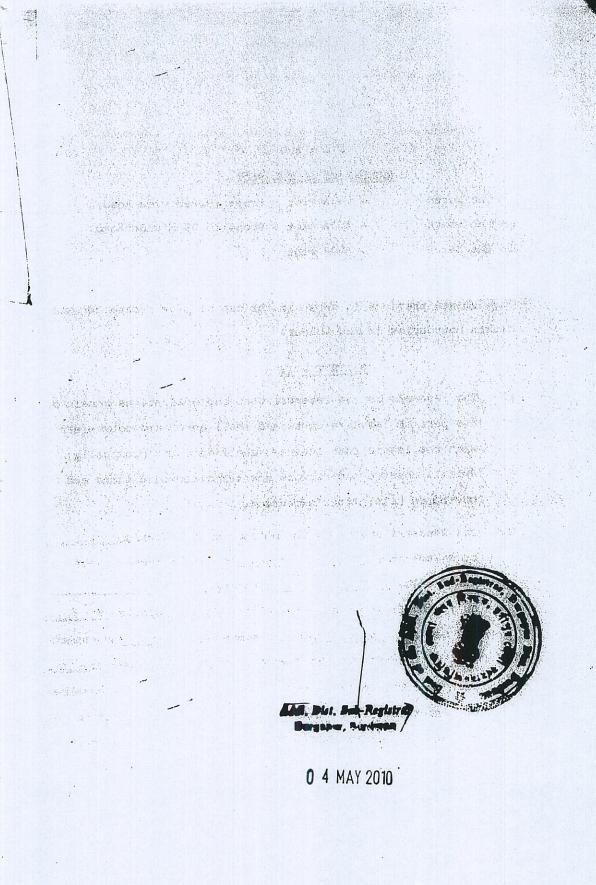
2.

- ADDA Plot

The demised premises is shown in the map or plan hereto annexed within boundaries in Red Colour.

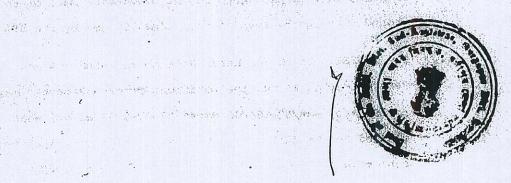
#### PART - II

- The lessee/s to the interest that the obligations herein on the part of lessee/s contained shall agree and convenient with the lessor that lessee/s shall duly and punctually fulfill observe and perform the terms and conditions and covenants hereinafter expressed.
  - The lessee/s shall pay the balance of the premium Nil or salami of k. x by x equal half yerly instal-(Rupees\_ only, the first of such instalments being payable on x the day of x and the succeeding x instalment in x succeeding half years on the x day of x each year. The lessee/s shall along with each such instalment pay interest on the amount for the time being remaining due and payable for balance of premium or salami at the rate of 10% per annum. That the interest is the first charge on all payments/provided that in the event, the lessee fails to pay any one of the instalments or the last instalment towards the premium as provided above together with the requisite rate of interest as mentioned above within a period of three months from the date on which it falls dues, the government shall have the ribt to determine the lease and



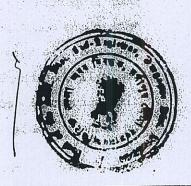
resume the leasehold land and re-enter upon the same and take possession thereof without recourse to eviction and without requiring any notice to be served on the lessee and without prejudice to its right of recovering such sum of sums of money as may be due to the Coernment at that point of time and taking such other step or steps as are permissible under the tems and conditions of this presents and under the law.

- 3. The lessee/s shall pay the Ground rent of the demised premises to be paid (the Urban Depelopment(Town & Country Planning) Department of the Government of West Bengal) by 31st March of each year at the rate of Rs.100/- per acre or fraction thereof per annum to the LESSOR. The rate of the Ground rent may be amended from time to time by the LESSOR.
- The LESSEE has to pay Lease Rent to the Land & Land
  Reforms Deptt. as per the Notification of Government being
  no.2954(40) \_LA/SC=134/06 dated 07-06-2007 as and when
  claimed by the department along with the aforestated Ground
  rent payable to the LESSOR. Any default thereof will be
  recovered under the provisions of law.
- In default of payment of ment within the year in which the rent falls due the lessee shall be bound to pay in addition to the arrear of the rent interest at the rate of 10% per annum on the amount of the rent in arrear from the date of default till thedate of payment and the arrear with interest payable thereon shall be realizable as a public demand under the provisions of Bengal Public Demands Recovery Act or any statutory modification thereof of the time being in force.



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- It is recorded that the lessee has agreed to obtain lease 6. of the land described in the schedule herein on the terms and conditions mentioned in this presents on as is where is basis and the lessee shall pay and bear all proportionate costs, expenses and charges for infrastructural development of the demised leasehold land namely for the purpose of constructing roads, pathways,drainage system,sewerage & industrial effluent system and for providingelectricity connection, telecommunication facilities and such other facilities as may be necessary to provide proper infrastructral system in respect of the said demised leasehold land as may be decided by the Gowrnment and the lessee shall pay such proportionate cost for inflastructural development within one month from the date on which the Government shall call upon the lessee to do so. Provided, that the Coernment may call upon the lessee to pay for the proportionate infrastructural costs in part or parts or in whole as may be found suitable and necessary..
- To the event of the Lessee/s holding over after the expiration of the period of this demise the lessee shall be bound to pay for any year subsequent to the expiry of the period of this demise rent at such rate as may be assessed upon the demised land by the lessor.
- 8. Should the lessee/s duly and faithfully observe and fulfil the terms conditions and covenants on the part of the Lessee herein contained, the Lessee shall on the expiration of the aforesaid period of sixty years and thereafter in successive of thirty years have the right to obtain a



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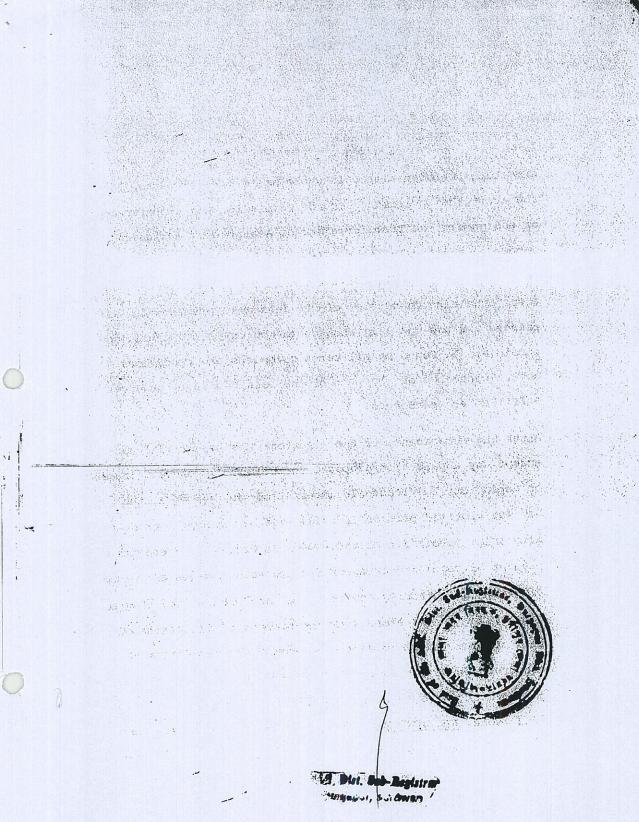
renewed lease on the same terms and conditions save as to rent which may be increased or otherwise varied in accordance with the provisions of the law or any rules framed by the Government as may be in force for the time being and in the absence of any such law or rules, then as may be fixed by the Government. Such increase shall not exceed twenty five percent of the rent fixed by these presents or the renewed leases as may at the time be in force.

The Lessee/s shall have the right to mortgage or create charge in respect of its/their leasehold interest subject to the terms and condition of this lease in favour of LIC, Nationalised Banks or other Gowrnment institutions. Provided, however, before creation of any mortgage or charge in respect of the leasehold interest in favour of any party the prior consent of the Government in writing shall have to be obtained by the Lessee and the Government shall be entitled to impose such term or terms and/ or condition or conditions as it may seem necessary before according consent to the lessee for creating any mortgage or charge. Provided further the lessee shall not be entitled to assign, alienate or transfer in any form or nomenclature whatsoever of it's/ their leasehold interest and the buildings and/or other erections or structures either in whole or in part or parts thereof without the prior consent of the Government in writing and in the event , the Government accords permission to the lessee to effect any transfer either in whole or in part or parts the Gowrnment shall be entitled to impose such term or terms and/or condition or conditions on the

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effecting transfer either in whole or in part or parts. In the event, the Government accords permission for transfer and/or assignment the Transferee and/or Assignee or Assignees concerned shall duly get his/its or their name or names registered with the Government within three exicalender months after obtaining possession of the leasehold premises and will possess and use the land subject to the terms and conditions herein and be found by all terms covenants and conditions herein contained on the part of the lessee/s to be observe, fulfilled and performed.

After the acdepteance of the allotment, the lessor will not accept any application/proposal for transfer . However, transfer or depose off the leasehold interest of the LESSEE in the Lay Out Plot (in part or in full) save and except upon obtaining prior permission of the LESSOR in writing and subject to payment of requisite transfer fee and Levy charges as may be fixed by the Authority and/or as may be amended from time to time by the LESSOR along with the payment of difference of land premium and other charges, if any, after completion of construction of the buildingard thesaid lease shall be governed on the same terms and conditions as the original or head lease. PROVIDED THAT for the purpose of this lease the expression "transfer" and "dispose of" shall include bequests and wills made by the LESSEE PROVIDED FURTHER that in the event of bequest by a Will of the leasehold interest to any person/persons such transfer shall be effected only upon grant of Probate by a competent court of law and subject to complying with all other conditions set out herein including payment of difference of land premium and other carges;



lessee as it may seem reasonable and necessary and it shall be the exclusive authority and domain of the Government to decide and/or settle the term or terms and/or condition or conditions for granting permission to the lessee for effecting transfer either in whole or in part or parts. In the event, the Government accords permission for transfer and/or assignment the Transferee and/or Assignee or Assignees concerned shall duly get his/its or their name or names registered with the Government within three calendar months after obtaining possession of the leasehold premises and will possess and use the land subject to the terms and conditions herein and be found by all terms covenants and conditions herein contained on the part of the lessee/s to be observed, fulfilled and performed.

After the acceptance of the allotment, the lessor will not accept any application/proposal for transfer. However, transfer or dispose off the leasehold interest of the LESSEE in the Lay Out Plot( in part or in full) save and except upon obtaining prior permission of the LESSOR in writing and subject to payment of requisite transfer fee and Levy Charges as may be fixed by the Authority and/or as may be amended from time to time by the LESSOR along with the payment of difference of land premium and other charges, if any, after completion of construction of the building and the said lease shall be governed on the same terms and conditions as the original or head lease.

10.

PROVIDED THAT for the purpose of this lease the expressions 'transfer' and 'dispose of' shall include bequests and wills made by the LESSEE. PROVIDED FURTHER that in the event of bequest by a Will of the leasehold interest to any

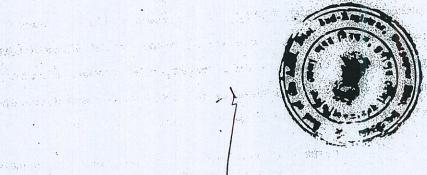


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any person/persons, such transfer shall be effected only upon grant of Probate by a competent court of law and subject to complying with all other conditions set out herein including payment of difference of land premium and other charges;

- After issuance of allotment/lease granted in favour of a 11. registered company/society/partnership firm(registered/ un-registered), any change of share holdings or outgoings of the existing pattern on any account whatsoever will be treated as transfer, proportion ate transfer and the charges will be payable either fully or on prorata basis of the leasehold right and all the terms and conditions of transfer will be applicable to the said company/society/firm and the LESSEE is liable to pay the charges and difference of land premium either fully or on prorata basis as prevalent with the Authority. PROVIDED FURTHER if the share holdings changed for more than 50% of the existingpartern after allotment, the same will be treated as fully transfer of leasehold right and the LESSEE will liable to pay the charges and difference of land premium as per prevalent norms of the Authority.
- leasehold interest in the leasehold Lay Out Plot and the building erected or to beerected thereon in favour of any pason/persons other than members of his/hr family/immediate blood relation namely wife/husband, sons, daughters, father, mother, brothers and sisters of the full blood of the said lessee, shall be liable to the pay the difference of land premium and other charges as may be prevalent with the Authority or die intestate leaving more than one person/persons or more than one heir then and in such case the

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13.

person to whom the leasehold Lay Out Plot with buildings thereon beso bequeathed or the heirs or successors—in—interest or legal representative of the LESSEE, as may be approved/recognized Jø by a competent court of law or køk otherwise as the case may be shall hold the subject property jointly without having theight to havepartition of the same by metes and bounds and they shall nominate one person amongst them to whom all the correspondences will be made relating to the said leasehold land;

The lessee/s shall not in any way diminish the value of or injure or make any permanent alterations in the said demised land which may impair the value of the land in any way without the previous written consent of the Covernment or any Officer authorized in that behalf of the Government and shall not all or dispose of any earth, clay, gravel, sand or stone from the demise land nor excavate the same except so far as may be necessary for the execution of the works as stated in clause 16 of these presents. The lessee shall however have the right to remove any surplus earth, sand, stones or gravel from the demised land premises during or after the construction or erection of any buildings or structure on the demised land. In the event of lessee/ lessees making any ditch or excavation which causes injury to the property with the consent of the Government it shall be filed in after due motice to the lessee/lessees by the Government or any Officer authorized in that behalf who shall recover from the Lessee/lessees the expenses thereof as arrears of rent under the provisions of Public demands Recovery Act.

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- 14. The lessee/s shall keep, the land free from jungle and all shorts of nuisance, and where the land is used for industrial purposes, the lessee/s shall ensure that:
  - a) No trade effluent or other waste material which is alkaline or obnoxious or will cause toxic reactions or be otherwise injurious to public health, is discharged into any adjoining land, drain, sewer, stream or river, no smoke or fumes is released into open air without adequate treatment, according to such standards as may be prescribed by the Government or other competent authority in this regard.
  - b) Upon failure of the lessee/s to do so the Government, after notice to the lessee, may cause such nuisance to be removed or otherwise dealt with as the lessor may think fit and proper to do in the interest of public health and safety and all expenses incurred by the Government in that regard shall be recoverable from the lessee/lessees.
  - c) The lessee shall have to obtain a no objection certificate and/or an appropriate certificate from the West Bengal Pollution Control Board or the appropriate authority under the law in respect of the industry to be set up by the lessee in the leasehold land and shall furnish duly certified copy of such certificate to the Government and/or appropriate authority within six weeks from the date of execution of this presents. Provided further that the lessee shall also have to obtain

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appropriate certificate from the West Bengal Pollution Control Board and such other appropriate authority as may be required under the law regarding operation and functioning of the industry in the leasehold land and shall furnish a duly certified copy of such certificate—to the Lessor/Government/appropriate authority as and when required by the Government.

- The Lessee/s shall pay and discharge all existing and future rates, taxes and assessment, duties, impositions, outgoing and burdens whatsoever assessed, charged or imposed upon the demised premises or upon the owner or occupier thereof in respect thereof or payable by either in respect thereof. If there is no Municipal law in force the lessee/s shall pay such local taxes and charges for the purpose of conservancy, lighting, Water supply, road maintenance, drainage arrangements and the like as shall be fixed from time to time by the Cournment.
- 6. The lessee/s shall preserve intact the boundaries of the holding and will keep them well demarcated according to the requisition from time to time as may be made by the Government or any Officer authorized in that behalf and shall point them out when required by the Government or any Officer authorized in that behalf. The Government or any its Officers authorized by the Government on that behalf shall be allowed to inspect the demised premises at any time during the day time upon due notice, should any boundary mark be missing the lessee/s shall report the fact to the Secretary, Urban Development (T&CP) Department or any Officer authorized in that behalf.

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- 17. The lessee/s shall not be entitled to convert or allow to be used the demised land or any part thereof into a place of religion worship or use or allow the demised premises or any part thereof to be used as place for cremation or burial or for any religious purposes.
- 18. The lessee/s shall not sublet the demised land or any part thereof or assign its lease-hold interests or part with the possession of the same without the consent in writing first had and obtained from the Government.
- 19. The lessee/s shall not use nor permit any other person to use the demised land or any part thereof for a purpose other than that for which it is leased—out or in a manner which renders it at unfit for used for the purposes of the tenancy.
- The lessee/s shall not use nor permit any other person to use the demised land or any part of portion thereof for any immoral or illegal purposes or in any manner so as to become a source of grave danger to the public peace or public safety or allow any activities therein subversive of the Government established by law in India.
- 21. If the demised land or any part thereof shall, at any time, be required by the Government for a public purpose the lessee/s shall vacate and deliver possession of the said demise land and building on demand and the lessee will be entitled to get compensation that may be assessed and to be payable to the lessee/s by the appropriate authority. If the land is required permanently the lease

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shall forthwith be determined and the lessee/s shall be entitled to such fair and reasonable compensation for buildings and improvements effected by the lessee/s as shall be decided by the Government or any Officer authorised in that behalf. If a part of the land is required, whether permanently or temporarily or if the whole land is required temporarily the lease shall not be determined, but in the former case the lessee/s shall be entitled to proportionate reduction of rent and in the letter case to a total remission of rent, and to such compensation in either case shall be decided by the said Government of West Bengal and which shall be final.

- 22. The lessor reserve the right to all minerals in the lands together with such rights of way any other reasonable facilities as may be required for working, winning, gathering and carrying away such minerals.
- 23. The lessee/s shall before building any pucca house structure privy or latrine or making any additions thereto or alterations therein, to the plan thereof approved by the Officer authorized in that behalf by the Government.
- 24. The lessee/s shall permit the Government or its Officers authorized in that behalf on 24 hours notice at all reasonable time during the erection of the buildings and subsequent thereto to enter upon the demised premises to view the condition of the building for the time being erected or in course of erection thereon and for all other reasonable purpose.
- 25. On breach or non-observance of any of the foregoing

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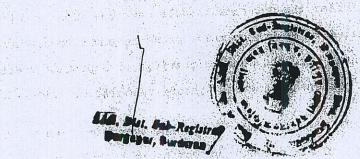
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covenants, terms or condition contained herein on the part of the lessee/s or on the lessee/s being adjudged insolvents or making any composition with its/their creditors the Government shall have the right to determine this lease and the lessee/s shall be liable to adjustment in accordance with the provisions of law for the time being inforce but without prejudice to any other right or remedy of the Government that might have accrued.

- 26. The allotted land cannot be sub-divided by the lessee or their heir without prior consent of the lessor.
  - 27. Should the lessee/s fail and neglect to erect and construct the factory within two years from the date of these presents or the date of possession(provisionally) whichever is earlier the Covernment shall have the right and be entitled to determine these presents and thereafter to re-enter into the demised premises or a portion thereof take possession thereof without recourse to eviction.
  - 28(a) Should the said land at any time thereafter lease for a period of six consecutive months to be hold and used or ceased to be required for the purpose or purposes provided for in the foregoing clauses then and in any such clause, the government may forthwith re-enter upon and take possession of the said demised land to other with all buildings thereon, whether such buildings were erected before or after the demise of the land to the lessee/s and thereupon the lessee/s shall have no further right, title or interest in thesaid land and building and its demise shall absolutely cease and determine.

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- (b) In the event, the lessee fails or does not use or keeps the leasehold land vacant unutilized either in whole or in part continuously for a period of six consecutive months the Government may forthwith resume possession of the leasehold land or such portion thereof which would be remain unutilized and resenter upon the same and take possession thereof without recourse to eviction and without prejudice to its rights for taking such other step or steps for the same as would be permissible under this presents and under the law.
- cancellation of allotment, the premium of the property is to be refunded to the lessee provided that the property is surrender/resumed in these same condition in which it was leased out. However, the lessor has right to deduct an amount of 4%(four) per cent or full land premium as administrative cost for such surrender or resumption. Apart from that an interest @ 6% (six) per cent will be charged on the unpaid amount of land premium, calculated from thedate of allotment to the date of surrender/resumption.
- 29. On taking such possession the Government may sell or otherwise deal with the said land and buildings as it may think proper.
- 30. Should the Government sell the land with the buildings the the lessor after deducting the expenses incurred in connection with the said taking of possession and such sale shall pay the proceeds to the lessee after deducting therefrom the value of the lease -hold land and



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all sums as may remain due and owing to the Government.

- 31. Should the Government decide not to sell the land buildings, the lessor shall retain the said land and buildings, thereon in which case the Government shall, pay to the lessee/s the market value as on the day of me-entry of all the buildings only erected by the lessee and may on its discretion on sufficient grounds refund the premium or salami.
- 32. Should the Covernment decide to sell the buildings only upon such sale the Covernment shall after deduction the expresses of taking possession and selling, pay the balance proceeds of sale of the said buildings after deducting any other sums as may be due to the Covernment and may on sufficient grounds refund the premium or salami paid by the lessee/s.

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IN WITNESS WHEREOF THE parties to these presents have hereunto set and subscribed their respective hands and seal the day month and year first above written.

Signed sealed and delivered by Special Officer, Urban Developmentific Plueptt. Govt. of West Pengal for and on behalf of his evernor of the State of West Bengal in the presence of:

First Witness :

Assit. Executive Officer

Asansol Durgapur Dev. Authority

For and on behalf of the Covernor of the State of West Bengal:

Special Officer
Urban Dev. (T & CP) Depti.
Government of West Bengal

ChieSpectial Office Logic Urban Development (T&CP) Deptt. Covt. of West Bengal

SPS Steels Rolling Mills Ltd.
Common Zaka Humbirtannine en affixed
Heretcouggagus,713206
& the Directors, Proprietor,
Partners thereof who has/have
also affixed his/their signature hereto as such in the
presence of:

SPS Steels Rolling Mills Ltd.

| Luman | Luman | R. K. Puri
| President

AFX PP 4495A

First Witness :

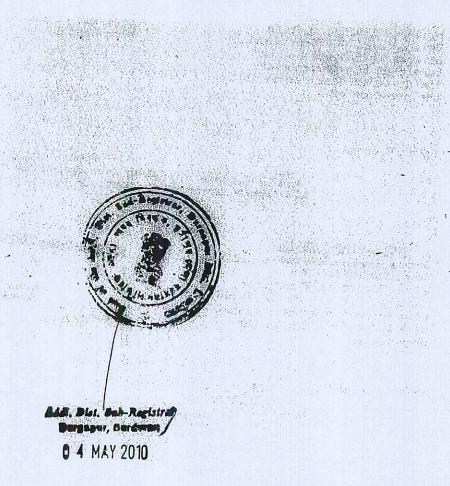
Assented Durgeron Dev. Authority

City Control, Surgery-18

Prepared as per prescribed Govt.draft.

Akun Kuman Rog. Clo Bimel Kr. Rog ADDA, City Centre

Typed by: Bally Bose



## ASANSOL-DURGAPUR DEVELOPMENT AUTHORITY, CITY CENTRE, DURGAPUR-16

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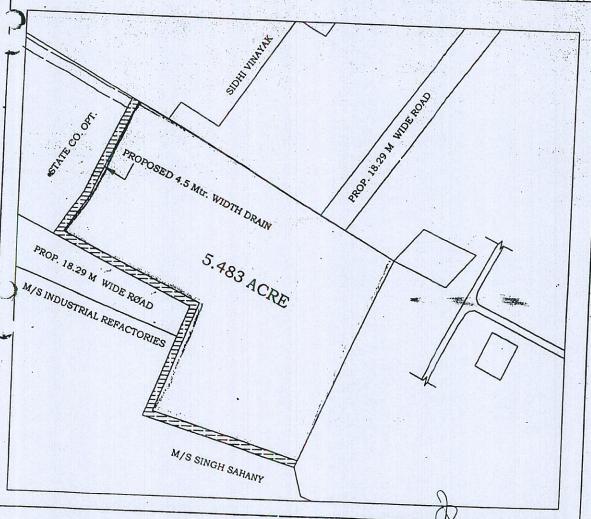
LAN SHOWING THE LAND LEASED OUT TO SPS STEELS ROLLING MILLS LTD. FOR SETTING UP A ROLLING MILL AT NASSER AVENUE, DURGAPUR-12

LOCATION	AREA	C.S PLOT NO	OF THE PLOT	11 (77 A)	
MOUZA-GOPINATHPUR.	22188.131	10028(P).1763(P).	The second second	IUZI NO PARGANA	SUB-REGD.OFFIC
P.S-DURGAPUR DIST-BURDWAN	50.M.OR 5.462 ACRE	1616(P): 1782(P). 10027. 1781(P). 1772(P): 1773(P). 1769(P): 1766(P). 1774(P): 1760(P). 1775(P): 1776(P). 1779(P): 1759(P)	INA	. SILAMPUR	CITY CENTRE DURGAPUR: 16

BOUNDARY OF THE PLOT :-

ON THE SOUTH ADDA PLOT & PROP. 18.29 M WIDE ROAD ON THE EAST ADDA PLOT ON THE WEST ADDA PLOT

SITE MAP (3) NOT TO SCAL



DRAWAN BY

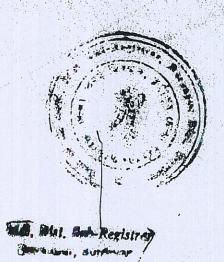
PS Steels Rolling Mills (Ltd.

SIGNATURE OF LERS RE Puri President

Urban Dev. (T & Co.) Go., 41. SIGNATURE OF LESSOR

0

SPECIAL OFFICER, URBAN DEVELOPMENT (T & CP) DEPTT. GOVT. OF WEST BENGAL



0 4 MAY 2010

All the fingerprints & passport size Colour Photographs of the executive Concerned are here by attested accordingly, individually,

PHOTOGRAPH	ADDA Durgapur		Light
**************************************			Joint Lessee (If any)
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0 4 MAY 2010

#### Government of West Bengal Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the A. D. S. R. DURGAPUR, District- Burdwan Signature / LTI Sheet of Serial No. 03276 / 2010 Dee No. (8 46 K-1, 0 3333/2016)

signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Rishi Kumar Puri	A SAN SAN SAN SAN SAN SAN SAN SAN SAN SA		
			1911-194
			SPS Steels Rolling Mills Ltd.
			107- Juny 520
	04/05/2040	LTI	R. K. Puri
	04/05/2010	04/05/2010	President

II . Signature of the person(s) admitting the Execution at Office. SI No. Admission of Execution By

Status

Self

Rishi Kumar Puri Address -68 A, Ballygunge Circular Road, 7th Floor,, KOLKATA MUNICIPAL CORPORATION, District:-Kolkata, WEST

:-700019

04/05/2010

Photo



Finger Print

SRS Steels Rolling Mills Ltd.

Signature

President

Name of Identifier of above Person(s)

BENGAL, India, P.O. :- Pin

Arun Kumar Roy A D D A, City Centre, Durgapur,, DURGAPUR MC, Thana:-Durgapur, District:-Burdwan, WEST BENGAL, ndia, P.O. :- Pin :-713216

Signature of Identifier with Date

Akren Kremak Reg

Dargapar, Burduraa (Arnab Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR Office of the A. D. S. R. DURGAPUR 4 MAY 2010



#### Government Of West Bengal Office Of the A. D. S. R. DURGAPUR District:-Burdwan

Endorsement For Deed Number: I - 03333 of 2010 (Serial No. 03276 of 2010)

#### On 04/05/2010

## 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(a),35(b),5 of Indian Stamp Act 1899.

#### Payment of Fees:

Fee Paid in rupees under article: A(1) = 36487/-, E = 14/-, A2(a) = 17/- on 04/05/2010

#### Deficit stamp duty

Deficit stamp duty Rs. 232359/- is paid, by the draft number 080326, Draft Date 30/04/2010, Bank Name State Bank of India, DURGAPUR, received on 04/05/2010

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

Presented for registration at 11.35 hrs on :04/05/2010, at the Office of the A. D. S. R. DURGAPUR by Rishi Kumar Puri. Claimant

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

Execution is admitted on 04/05/2010 by

1. Rishi Kumar Puri President, M/s. S P S Steels Rolling Mills Ltd., 68 A, Ballygunge Circular Road, 7th Floor,, KOLKATA MUNICIPAL CORPORATION, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700019 , E Profession : Others

Identified By Arun Kumar Roy, son of Bimal Kumar Roy, A D D A, City Centre, Durgapur,, DURGAPUR MC, Thana:-Durgapur, District:-Burdwan, WEST BENGAL, India, P.O. :- Pin :-713216, By Caste: Hindu, By Profession: Service.

### mission Execution(for exempted person)

1. Execution by S Bansal

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.



ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR

THE PARTY OF THE P

Arnab Basu ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR

04/05/2010 14:26:00 EndorsementPage 1 of 1

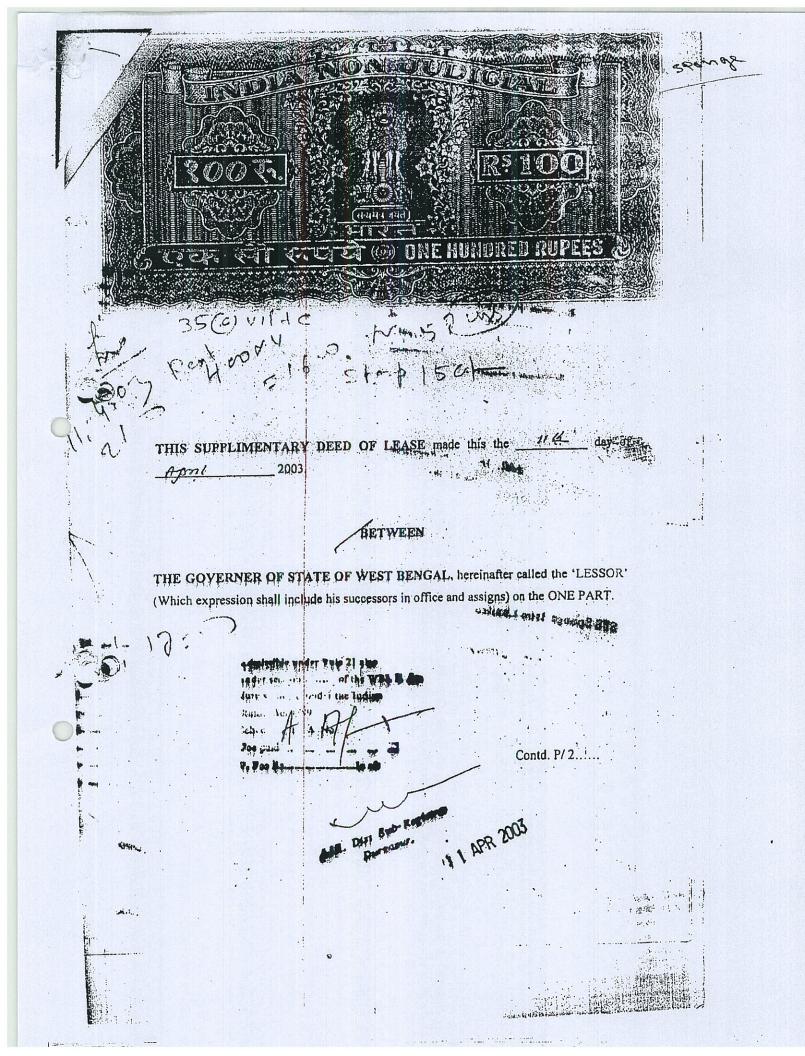
Lertificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 8 Page from 3360 to 3384 being No 03333 for the year 2010.

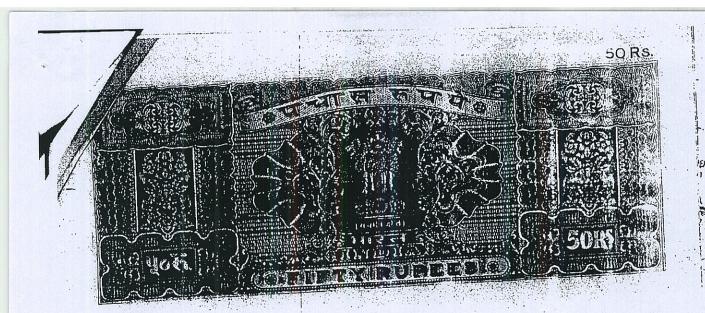


(Arnab Basu) 04-May-2010 ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR Office of the A. D. S. R. DURGAPUR West Bengal

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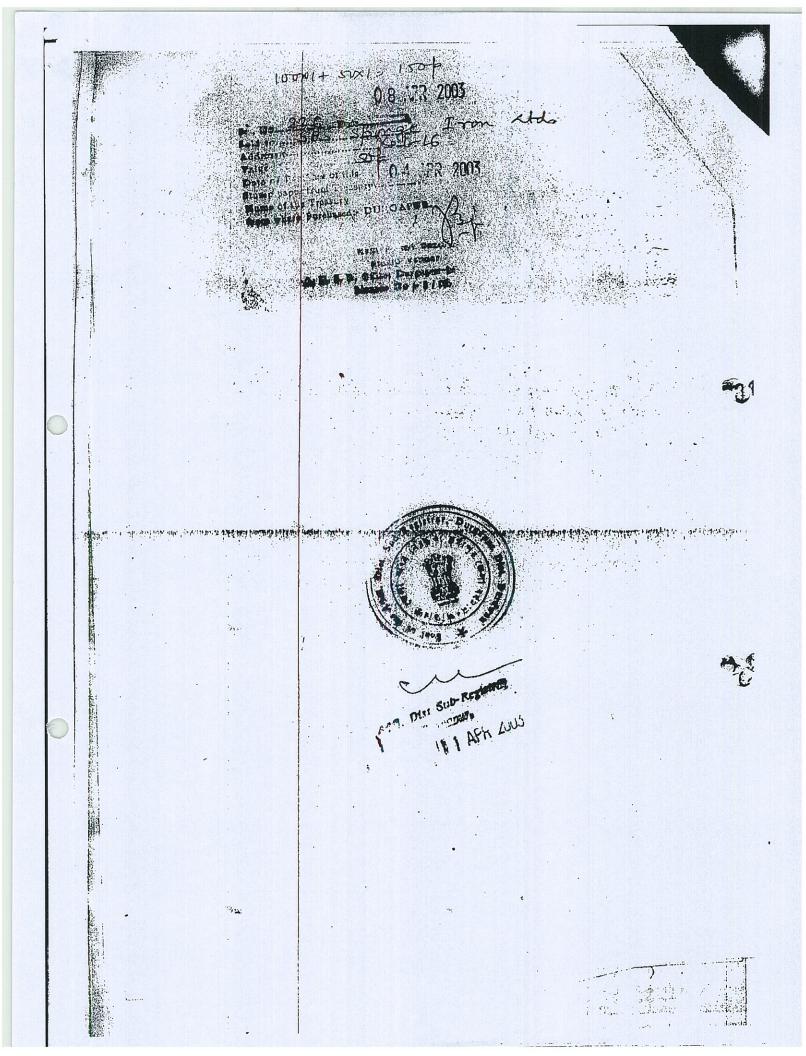
08 🗀 2003 0.41.623, 2005 mattook Hr Grachan Grantierh Kumor Prouliens 11 APR 2003 SPS Sport Kurm Trans Authorized Signatory Dur Suo- Kegina Gans chouden Baku. Stock kande en pah 11 APR 2003



SPS SPONGE IRON LTD a company incorporated under the Companies Act, 1956, having its registered office at 63. Rafi Ahmed Kidwai Road, Calcutta- 700016 West Bengal hereinafter called the "I ESSEE" (which expression shall unless excluded by a repugnant to the context be deemed to include his her heirs, executor, administrator, representative and assigns) on the "OTHER PART.

WHEREAS the LESSOR allotted a piece of land mentioned in the schedule to the aforesaid lease deed of M/S Vinayak Steels Ltd by a registered Indenture of Lease dated 29th day of December, 1999 being No. 4265 for the year 1999 on certain terms and conditions, covenants for a period of 40 years.

Contd. P / 3 ...



AND WHEREAS a Certificate of Incorporation was issued in favour of M/S v nayak.

Steels Ltd by the Registrar of Companies under the provision of Companies Act on 1.50 day of December, 2001;

09

AND WHEREAS the name of the said M/S Vinayak Steels Ltd has been changed and the same has been renamed or assumed the name of M/S SPS Sponge Iron Ltd;

971

AND WHEREAS as per the provision of 23(1) of the Companies Act, he Registrar / Additional Registrar of Companies has issued a certificate Incorporation the said assumed and / or renamed company, "M/S SPS Sponge-Iron Ltd.";

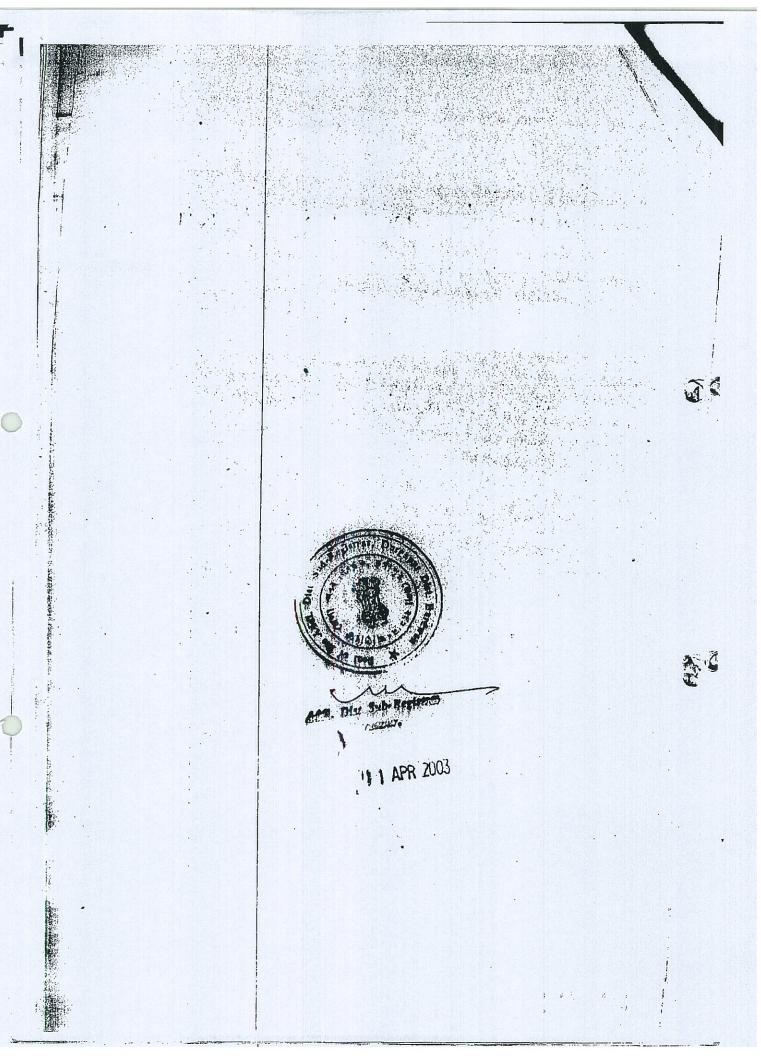
AND WHEREAS the said M/S Vinayak Steels Ltd in the aforesaid changed circumstances approached the Lessor to amend the original lease deed dated 29th December, 1999 and to approached the Lessor to amend the original lease deed dated 29th December, 1999 and to incorporate the name of M/S SPS Sponge Iron Ltd to use and among the lease hold interest of land mentioned allow M/S SPS Sponge Iron Ltd to use and among the lease hold interest of land mentioned in the original lease deed dated 29th December, 1999 for the remaining period of lease on the said terms, conditions and covenants contamped in the Register of Indenture of Lease dated 29th day of December, 1999;

AND WHEREAS in the circumstances aforestated the LESSOR has agreed to modify the lease in rectification of or ginal lease deed dated 29th day of December, 1999;

# NOW THEREFORE THIS INDENTURE OF LEASE WITNESSETH AS

- 1. the words and sentences M/S Minayak Steels Ltd appeared in the 6th line and 1 or wherever appeared in the said ariginal Lease Deed dated 29th day of wherever appeared in the said ariginal Lease Deed dated 29th day of December, 1999 shall be so read and be construed as if the words and sentences M/S Vinayak Steels Ltd were substituted by the words and sentences 'M/S SPS Sponge Iron Ltd':
  - a) The lessee's shall pay the rent of the demised premises to the Urban Development (Town & Country Planning) Department of the Covernment of West Bengal by 31<sup>st</sup> March of each year at the rate of Rs. 100/- per acre or fraction thereof per annum. Le. B. 100/- Ch. from Ruduel pro for the roof.

Contd. P. / 4,...



- 2. That all other terms and conditions of the said original Indenture of Lease dated 29th day of December, 1999 being No 4265 for the year 1999 for the remaining period shall remain unchanged and unaffected and shall continue and remain in force and or shall be binding upon both the Lessor and Lessee.
- 3. That by virtue of this amendment of Indenture of LEASE, the original Indenture of lease entered into by THE GOVERNOR OF WEST BENGAL and his smart Steels. Ltd shall be deemed to have entered into by and between the lessor THE GOVERNOR OF WEST BENGAL AND M/S SPS Sponge Iron Ltd as lessee in respect of the said Lease hold land mentioned in the less deed dated 29th day of December, 1999.

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

SIGNED, SEALED AND DELL WERED BY

by Special Officer, Urban Development (T&CP)Deptt., Govt. of West Bengal; for and on behalf of the the State of West Bengal in the presence of: For and on behalf of the Governor of the State of West Hengal.

First Witness :

Assist PUBBAPUS DEV AFFERDIT

Common seal of has reconflixed Hereto by M/S SPS & FONGE IRON I III & the Authorised Signatory, Director tipuo who has have also are its his/their signature hereto as such in the present of Urban Development (Ph. Offge Deptt.,
Urban Development (Ph. Offge Deptt.,
Urban British Billiat. CP) Depti Government of Wait Bangai

SPS Sponge from Limited

First Witness:

Amnsol Durgapur Dey Authorist City Centre, Durmann-16

Prepared as per prescribed Govt. draft.

Typed by:

**李雄**科 APR 2003 - COLUL 11