



पश्चिम बंगाल WEST BENGAL

34AA 892143

Document no: 1923 for 2010

Stamp Rs. 5000/- & Draft Rs. 1052725/-

Fees Paid	
F (I)	2.00
F (II)	2.00
G (a)	120.00
G (b)	4.00
Stamp	10.00
Court Fee	10.00
Cost of Plan	X
Xerox Charge	X
TOTAL	148.00
(Rupees one hundred forty eight only)	
Certified Copy delivered to	
Rajib K. Dhar	
No. 10.A.3/425 dated 08-04-10	

Addl. Dist. Sub-Registrar
Sutuhata, Purba Medinipur

08-04-10

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पश्चिम बंगाल WEST BENGAL

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30 MAR 2010

31 MAR 2010

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Q.No: 2828/10

Presented in the unit's room at
main office building of MCE, PTH
India Carb. Port Ltd, Haldia Plant
R.S. Durgachak, Dist: Purba
Medinipur at 6:15 pm on 30/3/10.
The appearance of the Hon CE, HDA
is accepted vide this memo no 4677
/HDA/VII-E-51/98 dated: 23.3.10
Sd/-
2012/10.


THIS INDENTURE of lease made this 20th day of MARCH two thousand Ten between the GOVERNOR OF THE STATE OF WEST BENGAL, represented by the Special Officer, Urban Development (I&CP) Department, Government of West Bengal & Chief Executive Officer, Haldia Development Authority, herein after referred as "The Authority", a statutory body under the Government of West Bengal, constituted under the West Bengal Town and Country (Planning and Development) Act, 1979 (West Bengal Act XIII of 1979) having its office at Haldia Unnayan Bhawan, City Centre,

MCOPTA India Carb. Pvt. Ltd
Vill. P.O. Bhadrachal
9th-Sunderb. Main Rd
W.B. 721636


13705 21 JAN 2010

MCC PTA India Corp. Private Limited
Block C, 4th Flr. 22, Kamac Street, Cal-16.
(5080) - 7000 7000000000

For MCC PTA India Corp. Private Limited


Managing Director

For MCC PTA India Corp. Private Limited


Managing Director

Advt. Dist. Sub-Inspector
Sahabada, Purnia Medinipur

30 MAR 2010

(SAJAL GHOSH)

Son of Shri Mani Lal Ghosh

Sr Vice President & Company Secretary

MCC PTA India Corp. Private Limited

Haldia Plant, P.S. Durgachak

Dist. Purnia Medinipur

Occupation - Service

Advt. Dist. Sub-Inspector
Sahabada, Purnia Medinipur

30 MAR 2010

P.O. Debbhog, P.S. Bhabanipur (formerly Satahata) Haldia, Dist. Purba Medinipur, Pin- 721657 hereinafter referred as the "LESSOR" (which expression shall unless excluded by or repugnant to the subject or context means and includes its successor or successors in office) of the ONE PART

AND

MCC PTA INDIA CORP. PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having incorporation no U24299WB1997PTC088796 and its registered office at 22 Camac Street, Block 'C', 4th Floor, Kolkata - 700 016, hereinafter referred as the "LESSEE" (which expression shall unless excluded by or repugnant to the subject or context means and includes its successor or successors in office) on the OTHER PART

WHEREAS the second party/Lessee has applied to the first party/Lessor for the grant to him/it of lease of the plot of land hereinafter more particularly mentioned and described in the Schedule hereunder written, being part of the area of land acquired and developed by the Government of West Bengal (hereinafter referred to as the "Government") for the period and on the terms and conditions and covenants hereinafter mentioned and the first party/Lessor has agreed to the proposal of the second party/Lessee.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. In consideration of the purposes for which the land hereinafter referred to and mentioned in the Schedule as hereunder written is required by the Lessee and in consideration of the premium of the sum of Rs. 1,51,00,000 (Rupees One Crore fifty one lacs) only, being at the rate of Rs. 50,00,000 (Rs. Fifty lakhs) only, per acre has been paid to the Authority by the second party/Lessee on or before the execution of these presents (the receipt whereof the Authority both hereby acknowledge) in the manner hereinafter appearing and of the rent and the Lessee's covenants hereinafter reserved and contained the first party/Lessor doth hereby demise unto the second party/ Lessee **ALL THAT** piece or parcel of land and premises more particularly described in the Schedule hereunder written (hereinafter referred to as the "demised land") **TO HOLD** the same **UNTO** the second party/Lessee as from the 23rd day of March 2010 for the term of 90 (ninety) years paying on annual rent at the rate of Rs. 10/- (Rupees ten) only per Decimal or part thereof



[Signature]


WITNESSETH
MCC PTA INDIA CORP. PRIVATE LIMITED
22 CAMAC STREET, BLOCK 'C', 4TH FLOOR
KOLKATA - 700 016
WEST BENGAL
PIN - 700 016

only during the said terms on the 31st day of March every year for the year which such rent shall be due and payable without any deduction or abatement whatsoever.

2. That the second party/Lessee to the intent that the obligation and covenants shall continue throughout term hereby created, agrees and covenants with the first party/Lessor as follows:

- i) To pay the annual rent of the demised land at the rate of Rs. 10/- (Rupees ten) only per Decimal or part thereof from the year of possession of the land. In default of payment of rent within the year in which the rent fall due the Lessee should be bound to pay in addition of the arrear of the rent of interest @ 6% per annum on the amount of rent in arrear from the date of default till the date of payment.
- ii) To bear, pay, discharge all existing and future rates, taxes, assessment duties, impositions and outgoing whatsoever imposed or charged upon the demised land or structure or upon the owner or occupier in respect thereof or payable to any authority by either in respect thereof.
- iii) To construct the building, hereinafter mentioned, according to the building rules as may from time to time be framed by the Government or of the Municipal Authority having jurisdiction and in the absence of such Authority according to the rules as may be prescribed by the Government and according to the plans, specifications, elevations, designs and sections as may be sanctioned by the Government or by any local or Statutory Authority in that behalf, within 5 (five) years from the date on which the land/ premises are demised to the second party/Lessee, failing which the party/Lessor reserves the right to terminate the agreement and resume possession of the land upon payment of the premium as originally fixed.
- iv) To use the demised land purely for the purpose of erecting a building for residential purposes and for no other purpose whatsoever without the previous consent in writing of the Government failing which the first party/Lessor reserves the right to terminate the terms, forfeit the amount/amounts paid and resume possession of the land subject to payment

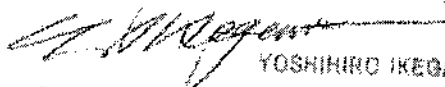



 YOSHIHIRO Ikegawa
 Managing Director
 MCC PTA India Corp. Pvt. Ltd.
 VIII, P.O. Bhuniaralchak
 Via-Sutahata, Haldia
 W.B.-721015

of such reasonable compensation for standing structures, if any, as may be decided by the first party/Lessor.

- v) Not to engage in the premises in any commercial activity other than those prescribed by the Municipal or any other authority empowered to do so and in particular not to engage in trades and businesses which are offensive noxious or injurious to public health.
 - vi) Not to assign, sublet, underlet or part with the possession of the demised land or any part thereof without first obtaining the written consent of the first party/Lessor. The Lessor/Government shall have the right to impose such conditions as it may deem fit, in case, it decides to consent to the second party/Lessee assigning the leasehold interest in the demised land to any other person. The Government shall have the right and to be entitled to refuse its consent as its absolute discretion.
 - vii) Not to assign, transfer or charge or mortgage the lease-hold interest of the second party/lessee in the demised land and the building created to be erected thereon without the previous consent in writing of the Government, provided however, in the event of transfer or assignment of the lease, the first party/lessor shall have the right to resume the lease hold by exercising the right of preemption after paying to the second party/lessee the premium originally fixed and such fair and reasonable compensation for buildings, and improvement effected as shall be decided by the First party/lessor.
- In the event of difference between the parties as to the value of building, the matters in dispute shall be referred to the arbitration of an arbitrator if the Parties can agree upon one or otherwise to two arbitrators, one to be appointed by each party with an Umpire. The award of the arbitrator or arbitrators or the Umpire, as the case may be, shall be final and binding on both the Parties.
- Provided however that in case the lessee transfers or assigns the leasehold interest in the Land / structure standing thereon in favour of LIC or any scheduled or Nationalised Bank or financial institution/entity approved by the Reserve Bank of India or Government or semi Government Organisation or

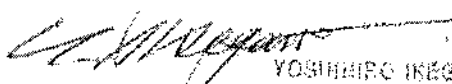



 YOSHINORI IKEGAWA
 Managing Director
 MDO PTA India Cent. Pvt. Ltd.
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registered Housing Cooperative Society or Statutory body or the Housing Development Finance Corporation Limited or by creating mortgage for repayment of loan for house building purposes. Life Insurance Corporation of India or scheduled or Nationalised Bank or financial institution/entity approved by the Reserve Bank of India or Government or semi Government Organization or registered Housing Co-operative Society or Statutory Body or the Housing Development Finance Corporation Ltd. as the case maybe, may claim priority over the Lessor in respect of right of preemption on the Demised Land and / or structures standing thereon subject to the condition that all the dues of the Lessor as provided herein shall be payable and recoverable to the Government of West Bengal either from the Lessee or from the Life Insurance Corporation of India or scheduled or Nationalised Bank or financial institution/entity approved by the Reserve Bank of India or Government or semi Government Organization or registered Housing Co-operative Society or Statutory Body or Housing Development Finance Corporation Ltd. , as the case maybe, provided however such charge, if created, shall be subject to the terms and conditions of the lease.

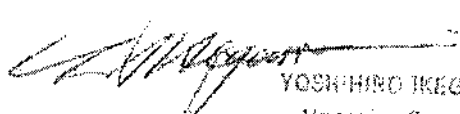
- viii) Should the second party/lessee die or goes into liquidation after having made a bequest of the lease-hold premises and the building erected or to be erected thereon in favour of more than one person or die intestate leaving more than one heir then in such case the persons to whom the lease-hold premises with the buildings thereon be so bequeathed or the heirs or the successor-in-interest/successors-in-interest of the second party-lessee, as may be approved by the court, or otherwise as the case may be, shall hold the said property jointly without having any right to have partition of the same by meters and bounds or they shall nominate one person amongst their number in whom the same shall vest.
- ix) To bear and pay all expenses incurred in respect of preparation, execution and registration of the indenture of lease including the stamp duty and registration fees payable therefore.




 YOSHINORI IKEGAWA
 Managing Director
 MCC PTA India Corp. Pvt. Ltd.
 Vill.+P.O.-Bhuniaratchak
 Via-Sutahata, Maidia
 W.S. 72

- x) To pay the proportionate charges for the lighting of street lights near the demised premises and proportionate cost for the maintenance of the pumps for the supply of water and gas to the demised premises at such rates as will be fixed by the Government or any other appropriate authority as the case may be.
- xi) Not to use or allow to be used the lease hold premises and/or the building and structures to be erected or executed thereon for any unlawful, illegal or immoral purposes or to be used so as to cause any annoyance or inconvenience to the occupiers of adjoining or neighboring premises or to any nuisance to the area surrounding the demised land - premises.
- xii) To keep the demised premises including the buildings, sewers, drains, walls and appurtenances in clean and sanitary condition and in proper state of habitable condition and repairs and to keep the boundaries of the demised land well marked so that the same may be easily recognized and identified.
- xiii) To observe, perform and comply with all requisition as may from time to time be made by the Government or any local or statutory body in respect of the land and the buildings and structures that may be erected thereon by the lessee.
- xiv) To yield up the demised premises with fixtures, except tenant's fixtures and additions thereto at the determination of the tenancy in good and tenantable repair and condition in accordance with the covenants herein before contained.
- xv) Not to subdivide the plot without the prior written consent of the Lessor.
- xvi) Not to construct or allow construction or of allow to be used as a place of public worship in any part of the demised land without the permission of the Lessor or the Government in writing being first obtained.





 YOSHINORI IKEGAWA
 Managing Director
 MCC PTA India Corp. Pvt. Ltd.
 VII, P.O.-Bhuniqraichak
 Via-Sutaheta, Haldia
 W.B.-721635

- xvii) The Lessor /Government shall have the right and be entitled to re-enter and possess the demised premises in default of observance and performance by the second party / lessee or any of the terms, conditions and covenants herein on its part contained.
3. The first party /Lessor hereby covenants with the second party / lessee that the second party / lessee paying the rent hereby reserved and observed and observing and performing the several covenants and stipulations herein on its part contained shall peaceably hold and enjoy the demised land during the said term without any interruption by the first party / Lessor or any person rightfully claiming under or trust for him
4. The Lessee instead of sinking well / tube well will have to apply separately to the Haldia Development Authority / Haldia Municipality for arranging water supply to the premises for which a separate agreement will be executed. The Lessee will have to pay necessary charges for water connection from Haldia Water Supply Project.

PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED AS FOLLOWS :

- a) If the rent hereby reserved or any part thereof shall be unpaid for 30 (thirty) days after becoming payable (whether formally demanded or not) or if any covenant on the second party/Lessee's part herein contained shall not be performed or observed or if the second party/Lessee or other person in whom for the time being the terms hereby created shall be vested shall become bankrupt then and if any of the said cases it shall be lawful for the first party/Lessor at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the first party/Lessor in respect of any breach of second party/Lessee's covenants herein contained.
- b) Any notice to the second party/Lessee required to be served hereunder by way of request, demand or otherwise howsoever, may be given by the Governor or the Government by leaving the same at or sending the same by post at the address of the second party/Lessee herein mentioned. Any notice sent by post shall be deemed to

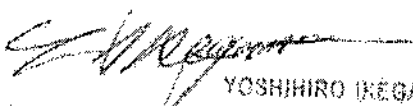



 YOSHIHIRO IKEGAWA
 Managing Director
 MCG PTA India Corp. Pvt. Ltd.
 VII, F.O.-Bhoularaichak
 Via-Butahata, Haldia
 W.B.-721636

have been given at the time when it would be delivered in due course of post and in providing such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by the Government's officer-in-Charge of Despatch Department that the envelope was duly posted shall be conclusive.

- c) Should on actual measurement the area of the said demised land on demarcation of the boundaries thereof be found to be in excess of the area mentioned in the schedule hereunder written the second party/lessee shall be bound to pay proportionately additional amount as premium within a fortnight from the date when the second party/lessee is called upon to make such payment by the Government. In default of such payment the amount of such additional premium shall carry interest at a rate of 10% (ten percent) per annum. Should however the area on such measurement upon demarcation be found to be less than the area mentioned in the schedule hereunder written the second party/lessee shall be entitled to a proportional abatement of the premium and the amount of such abatement shall be credited to the account of the lessee towards the balance of the premium remaining unpaid as herein before mentioned.
 - d) All sums payable by the second party/lessee to the first party/lessor and/or the Government under these presents for premium, rent or interest or otherwise shall be recoverable as public demand under the Bengal Public Demands Recovery Act or any statutory modification thereof for the time being in force.
 - e) In case of determination of lease by surrender/resumption/cancellation of allotment, of the premium of the property is to be refunded to the lessee provided that the property is surrendered / resumed in the same condition in which it was leased out. However the lessor has right to deduct an amount of 25% (twenty five percent) of premium realized or liable to be realized as administrative cost for such surrender or resumption. If the surrender or resumption of leasehold land takes place within a period of 5 (five) years from the date of allotment.
5. Should the second party/Lessee duly and faithfully observe and fulfill the terms, conditions and covenants on the part of the second party/Lessee herein contained, the




 YOSHIHIRO KOGAWA
 Managing Director
 MGC PTA India Corp. Pvt. Ltd.
 VIII, P.O. Bhunajachak
 Via-Sutaheta, Haldia
 W.B.-721625

Lessee may, on the expiration of the aforesaid period of 90 (ninety) years, renew the leasehold interest for such period and on such terms and conditions as may be mutually agreed between the Lessor and the Lessee


6. Lessee shall not have any underground or sub-soil rights in the land and shall not sell or dispose of any earth, clay, gravel, sand or stone from the land, provided, however, that Lessee shall have the right to remove any surplus earth, clay, gravel, sand or stones off the premises of the demised land during or in the course of construction or erection of any buildings or structures on the land; and provided further that the Lessor shall always reserve the right of ownership over all minerals as may exist underneath the leasehold land

SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring 3.02 acres in plot no. in Annexure - I situated in Purba Raghunathchak lying at part of mouzas comprising Purba-Raghunathchak (H. No.-127) Sub - Registration office-Sutahata in the District of Purba Medinipur within the West Bengal & butted & bounded by: -

North by: MCC PTA Housing
South by: H.D.A Road
East by: H.D.A Road
West by: H.D.A Water Tank

The said plot of land as shown in the map or plan annexed within boundaries in Red Colour


YOSHIHIRO IKEGAWA
Managing Director
MCC PTA India Corp. Pvt. Ltd.
VIII + P.O.-Bhumiarachak
Via-Sutahata, Haldia
W.B.-721635

IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribed their respective hands and affixed official stamp on this day 23rd March 2010.

Signed sealed and delivered by SPECIAL OFFICER,
URBAN DEVELOPMENT (T & CP) DEPARTMENT
& CHIEF EXECUTIVE OFFICER, HALDIA
DEVELOPMENT AUTHORITY
for and on behalf of the Governor
of the State of West Bengal as Lessor
In the presence of:

Sham B. ...
Chief Executive Officer
HALDIA DEVELOPMENT AUTHORITY

First Witness

Gaurav
Asstt. Executive Officer
HALDIA DEVELOPMENT AUTHORITY

Second Witness

Pr...
Asstt. Executive Officer
Haldia Development Authority

Yoshinori Ikegawa
SIGNED BY For and on behalf of
MCC PTA INDIA CORP. PRIVATE LIMITED
as Lessee

YOSHINORI IKEGAWA
Managing Director

In the presence of:

First Witness:

Dejath...
(SADAN. GIMATH)

Second Witness:

Dejath...
22/03/2010
Kolkata - 700016
by
(Rajen Dey)
Vill. P.O. BHUMIKANANDA
HA - SURABATA, HALDIA
Pin- 721638

ANNEXURE - I

PLOT SCHEDULE OF 3.02 ACRES OF LAND IN MOUZA PURBA RAGHUNATHCHAK, J.L. NO. 127, P.S. DURGACHAK, DIST. PURBA MEDINIPUR FOR MCC PTA INDIA CORP. PRIVATE LIMITED.

Plot No.	Area within alignment (In acres)	Plot No.	Area within alignment (In acres)	Plot No.	Area within alignment (In acres)
207P	0.11 ✓	B/F	0.95 ✓	B/F	1.65 ✓
216P	0.07 ✓	225	0.07 ✓	233P	0.04 ✓
217	0.15 ✓	226	0.1 ✓	234P	0.16 ✓
218P	0.09 ✓	227	0.07 ✓	770P	0.54 ✓
219P	0.38 ✓	228	0.09 ✓	772P	0.3 ✓
220P	0.09 ✓	229P	0.03 ✓	773P	0.32 ✓
224P	0.00 ✓	232P	0.34 ✓	230/1023P	0.01 ✓
C/O	0.95	C/O	1.65	TOTAL	3.02

Prepared by
D. J. Das

[Signature]

YOUNG & RUBICAM
Advertising & Publicity
MCC PTA India Corp. Pvt. Ltd.
J.L. No. 127, P.S. DURGACHAK
PURBA MEDINIPUR, RAJSHAH
W.B. 721030



SPECIMEN FORM FOR TEN FINGERPRINTS



For MCS, PTA Inc.

Managing Director

PHOTO

PHOTO

PHOTO

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				
Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				
Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

KUMARCHAK
J.L. NO. 133

Handwritten signature
YOSHINO KICHIRO
 Managing Director
 301, P.O. India Corp. Pvt. Ltd.
 201, 2 P.O. - Kumbhari-1
 New Seelampur, Haldia
 Dist. - Medinipur, West Bengal
 PIN-751 001



Handwritten signature
MOHITA Indrakant Bhatnagar
 VIL & P.O. - Durgamohalli
 Via - Seelampur, Haldia
 Dist. - Medinipur, West Bengal
 PIN-751 001



AREA NUMBER OVER SHOWN THIS

**OFFICE OF THE
CHIEF EXECUTIVE OFFICER
HALDIA DEVELOPMENT AUTHORITY**
 PLAN OF 5.02 ACRES LAND IN MOZGA, PURBA RADHAKRISHNAPUR, JALNO-127 P.S. - KUMARCHAK, DISTRICT - MEDINIPUR FOR M.C.C. PTA
 COMPLEX AT HALDIA

	SCALE: 1:2000	JOB NO. - 425	DATE - 11/11/09
DESIGN CHECKED BY: <i>Handwritten signature</i>	BY: <i>Handwritten signature</i>	COUNTERSIGNED BY: <i>Handwritten signature</i>	
S.D.O. (R) HALDIA DISTRICT			


Government Of West Bengal
Office Of the A. D. S. R. SUTAHATA
District:-Purba Midnapore

Endorsement For Deed Number : I - 01923 of 2010
(Serial No. 01845 of 2010)

On 30/03/2010

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

Presented for registration at 18.15 hrs on 30/03/2010, at the Private residence by Yoshihiro Ikegawa Executant.

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

Execution is admitted on 30/03/2010 by

1. Yoshihiro Ikegawa, Managing Director, M C C P T A India Corp. Pvt. Ltd., Vill+ Post- Bhunyaraychak, Dist - Purba Medinipur, By Profession : Service

Identified By Sajal Ghosh, son of Sri Manilal Ghosh, M C C P T A India Corp. Pvt. Ltd. Haldia Plant, Dist - Purba Medinipur, Thana: Durgachak, By Caste: Hindu, By Profession: Service.

Admission Execution(for exempted person)

1. Execution by Special Officer

who is exempted from his personal appearance in this office under section 88 of Registration Act XVI of 1908, is proved by his seal and signature.

(Debashis Kumar Basu)
ADDITIONAL DISTRICT SUB REGISTRAR OF
SUTAHATA

On 31/03/2010

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) of Indian Stamp Act 1899.

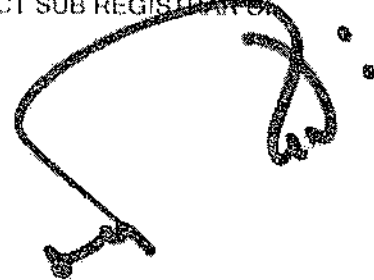
Payment of Fees:

Fee Paid in rupees under article : A(1) = 166089/- ,A2(a) = 66/- on 31/03/2010

Deficit stamp duty

Deficit stamp duty Rs. 1052725/- is paid, by the draft number 295132, Draft Date 29/03/2010, Bank Name STATE BANK OF INDIA, C A Bq R.cal., received on 31/03/2010

(Debashis Kumar Basu)
ADDITIONAL DISTRICT SUB REGISTRAR OF
SUTAHATA



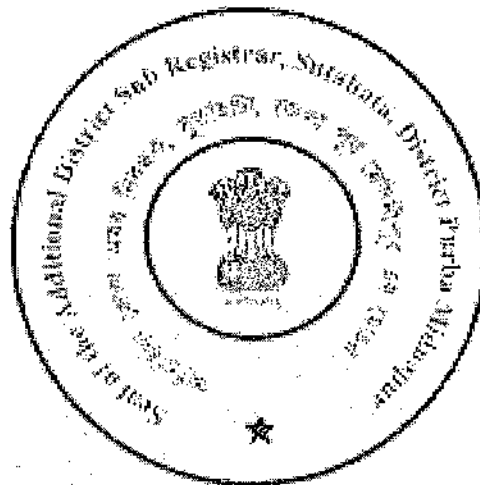
(DebashisKumar Basu)
ADDITIONAL DISTRICT SUB REGISTRAR OF SUTAHATA

31/03/2010 2:01:00 PM

EndorsementPage 1 of 1

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 6
Page from 439 to 454
being No 01923 for the year 2010.



(Signature)

(Debashis Kumar Basu) 31-March-2010
ADDITIONAL DISTRICT SUB REGISTRAR OF SUTAHATA
Office of the A. D. S. R. SUTAHATA
West Bengal

Prepared by
Mithun Mukherjee
08-04-10

Compared by
Amit Ghosh
08-04-10

Certified to be a true copy.

Addl. Dist. Sub-Registrar
Sutahata, Purba Medinipur

08/04-10