

प्रीकृष्यका पश्चिम बंगाल WEST BENGAL

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U. C. 110-15 0190/08.

She endorsement is admitted to registration

The endorsement sheet/s and Signature

Elect/s attached to this document are
the part of this document.

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Additional District Adda Region Region Suinhala
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THIS INDENTURE of Lease made this day of Two Thousand Nine between the Governor of the State of West Bengal, represented by the Special Officer, Urban Development (F&CP). Department, Gevernment of West Bengal & Chief Executive Officer of Haldia

Development Authority herein-after referred as "The Authority", a statutory body constituted under the West Bengal Town & Country (Planning & Development) Act,

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EMANI GIOTECH LTD.

Swapan W. Handard Director.

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05 JUL 2009 Satabata, Purba Madalasa Addi: Dist. Sub-%egating

Sweepow W. Wight EMAMI BIOTECH LTD

Aris appoint there son Signing and all all the services

EMAM! BIOTECH LTD.

1979 (West Bengal Act XIII of 1979) having its office at Haidia Unnayan Bhawan, City Centre, P.O.- Debhog, P.S. Bhabanipur (formerly Sutahata), Haldia, Dist. Purba Medinipur, PIN-721 657 herein-after referred as the "Lessor" (which expression shall unless excluded by or repugnant to the subject or context means & includes its successor or successors in interest) of the <u>ONE PART</u>

AND

EMAMI BIOTECH LIMITED, a company registered under the Indian Companies Act 1956 (No. 1 of 1956) bearing Incorporation No. 21-94530, dated 43th day of July, 2007 from Assistant Registrar of Companies, Government of West Bengal, having its registered office at 687, ANANDAPUR E.M. BYPASS, 4TH FLOOR, KOLKATA-700 107 hereinafter called the "LESSEE".

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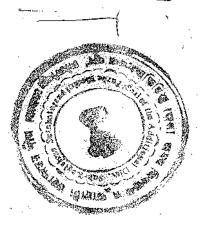
EMAMI BIOTECH ETD.

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(which expression shall, unless excluded by or repugnant to the context, be deemed to include its assignees/partners and their respective Executors, administrators, representatives and permitted assignees for the time being) of the OTHERPART.

WHEREAS the Lessee applied to the Lessor for a lease of land for the purpose of building a factory for setting up of EDIBLE OIL PROJECT & BIO-DIESEL PLANT at Haldia herein-after mentioned and described in PART-I of the schedule hereunder written and the Lessor has agreed to grant such lease on the terms and conditions hereinafter expressed in PART-II of the schedule hereinafter written:

NOW THIS DEED WITNESSETH AS FOLLOWS:

In consideration of the premium of Rs. 2,16,00,000/- (Rupees two crores sixteen lacs) only agreed to be paid by the Lessee to the Lessor on or before the execution of these presents, the rent hereby reserved and fully mentioned in PART-II of the schedule hereunder written and of the terms end of the covenants and conditions contained in PART-II of the said schedule hereunder written on the part of the Lessee to be observed and performed. The Lessor both hereby grant and demise unto the Lessee.

All that piece or parcel of land mentioned and described in **PART-I** of the schedule hereunder written (hereinafter referred to as "the demised land") **TO HOLD** the same unto the Lessee for a period of 90 (Ninety) years from the date of the execution of the lease and paying there for the rents at the time and in the manner mentioned in **PART-II** of the said schedule hereunder written.

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Director.

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05 JUL 2009

THE SCHEDULE ABOVE REFERRED TO PART-I

Particulars of the Holding

1. District : PURBA MEDINIPUR

2. Name of Mouza: : DEBHOG

3. J.L. No. : 149

4. Plot Numbers (specified with C. S. No or

R.S. No.) : Enclosed /
Area of plots : 14.40-A-CRES

6. Name of Police Station BHABANIPUR (FORMERLY P.S.

SUTAHATA)

5.

7. Name of the office of the Sub-Registrar (ADSR), SUTAHATA

BOUNDARIES OF THE PLOT

North by : Pvt. Land

East by : H.D.A Land

South by : Jhun Jhunwala Vanaspati Ltd.

West by : Emami Biotech Pvt. Ltd.

The demised land is shown in the map/plan hereto annexed within boundaries in Red Colour.

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PART-U

- 1. The Lessee, to the intent that the obligations may continue throughout the term, hereby covenants with the Lessor as indicated in the Lease deed.
- 2. The Lessee shall pay the rent of the demised premises to the Chief Executive Officer, Haldia Development Authority at the rate of 0.25% of the land value subject to a minimum of Rs. 1,000/- (Rupees one thousand) only per acre per annum. Amount of lease rent shall increase @ 5% each year. Lease rent shall be paid by 31st March of each year.
- 3. In default of payment of rent 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 12% percent per annum on the amount of the rent in arrear from the date of default till the date of payment.
- 4. In the event of the lessee holding over after the expiration of the period of these presents, the Lessee shall be bound to pay, for any year subsequent to the expire of the period of these presents, premium and rent at such rate as may be assessed upon the demised land by the Lessor.

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- 5. Should the Lessee duly and faithfully observe and fulfill the terms, conditions and covenants on the part of the Lessee herein contained, the Lessor shall, on the expiration of the aforesaid period of 90 (ninety) years, and thereafter for successive periods of 30 (thirty) years, renew the lease on the same terms and conditions, save as to premium which may be increased by the Lessor, such increase shall not be less than 25% (twenty five percent) of the premium fixed by these presents.
- 6. The Lessee, for the purposes of this lease, may mortgage or charge its leasehold interest, subject to the terms and conditions of this lease, in favour of Nationalised banks or Scheduled Commercial banks or financial institutions/ entity/ Banks approved by the Reserve Bank of India or Government or Semi Government Organization or Statutory Body or Undertakings or any Central or State Government Industrial Development Finance Corporation and such other nonbank financial Institutions as may be prescribed by the Lessor, provided that in case of mortgage or charge in favour of other parties the prior consent in writing of the Special Officer, Urban Development Department shall be necessary, and also provided that the Lessee shall not assign its leasehold interest in the land or any buildings or structures thereof without the consent in writing of the Special Officer, Urban Development (T&CP) Department being first hand and obtained. With the prior consent of the Lessor, if the Lessee assigns the demised land and such buildings and structures as may be erected thereon, such assignment will not relieve the liability of the Lessee under these presents. The assignee/s shall duly get its name/s registered with the Lessor within 3 (three) calendar months after obtaining possession of the demised land and will possess and use the demised land subject to these presents and be bound by all terms and covenants and conditions herein contained to be observed, fulfilled and performed on the part of the Lessee.

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- The Lessee shall not, in any way, diminish the value of or injure or make any permanent alternatives in the said demised land which may impair the value of the land in any way without the previous written consent of the Special Officer, Urban Development (T&CP) Department or any officer authorised in that behalf by the Lessor and shall not sell or dispose of any earth, clay, gravel, sand or stone from the demised land nor excavate the same except so far as may be necessary for the execution of the works stated in clause 16 of these presents. The Lessee shall, however, have the right to move any surplus earth, sand, stones or gravel from the demised land during or after the construction or erection of any buildings or structures on the said demised land. In the event of the Lessee making any ditch or excavation which causes injury to the property without the consent of the Special Officer, Urban Development (T&CP) Department, it shall be filled in after due notice to the lessee(s) by the Authority or any officer authorised in that behalf who shall recover from the lessee(s) the expenses incurred by him for the purpose as arrears if spent.
- 8.(i) The Lessee shall keep the land free from jungle and every kind of nuisance and where the land is used for industrial purpose, the Lessee shall ensure that:
- a) No trade effluent or other waste material which is alkaline or acidic or which will cause toxic reactions or be otherwise injurious to public health, is discharged into any adjoining land, drain, sewer, stream or river.
- b) No smoke or fume is released into the open air without adequate treatment according to such standards as may be prescribed by the State Government/Haldia Development Authority or other competent authority in this regard.

Upon failure of the Lessee to do so, the Lessor or other competent Authority, 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 Lessor or other competent Authority in this regard shall be recoverable from the Lessee.

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- (ii) The Lessee shall comply with the provisions of the Air and Pollution Act, 1981, and any other Act/Rules made relating to Control of Environmental Pollution.
- 9. The Lessee shall pay and discharge all existing and future rates, taxes and assessments, duties, impositions, outgoings and burdens whatsoever assessed, charged or imposed upon the demised land or upon the owner or occupier thereof or payable by either in respect thereof.
- 10. The Lessee shall preserve intact the boundaries of the holding and will keep than well demarcated according to the requisition from time to time as may be made by the Lessor or any Officer authorised in that behalf and shall point them out when required by the lessor or any officer authorised in that behalf. The Lessor or any officer authorised by the Lessor on its behalf shall be allowed to inspect the demised land at any time upon notice being given any boundary mark be mission, the Lessee shall report the fact to the Special Officer, Urban Development (P&CP) Department, Government of West Bengal or any officer authorised in that behalf.
- 11. The Lessee shall not convert the demised land or any part thereof into, nor allow the same to be used as, a place of religious worship, or for any other religious purpose or for cremation or burial.
- 12. The Lessee shall not sublet the demised land or any part thereof or assign its leasehold interest or part with the possession of the same without the consent in writing first hand and obtained from the Lessor.
- 13. The Lessee 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 or in a manner which render it unfit for use for the purpose of the lease.

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- 14. The Lessee shall not use, nor permit any other person to use, the demised land or any part or portion thereof for any immoral or illegal purpose or in any manner so as to become a source of danger to the public peace, public safety or tranquillity or allow any activities therein subversive of the Government established by law in India.
- 15. If the demised land or any part thereof shall, at any time, be required by the Lessor for a public purpose, the lessor shall serve a notice of a fortnight to the lessee and the Lessee shall vacate and deliver possession of the same on demand upon payment of the compensation that may be assessed to be payable to the Lessee by the appropriate Authority. If the land is required permanently lease shall forthwith be determined and the Lessee shall be entitled to such fair and reasonable compensation for buildings and improvements effected by the Lessee as shall be decided by the State Government or any officer authorised in that behalf. If a part of the land is required, whether permanently or temporarily, the lease shall not be determined, but in the former case the Lessee shall be entitled to proportionate reduction of rent and in the latter as shall be decided by the Competent Authority of the Government of West Bengal which shall be final.
- 16. The Lessor reserves the right to all mineral in the lands together with such rights of way and any other reasonable facilities as may be requisite for working, mining gathering and carrying away such minerals.
- 17. The Lessee shall before construction of any pucca house, structure, privy or latrine or making any additions thereto or alteration therein, obtain the prior approval to the plan thereof from the officer authorised in that behalf by the State Government.
- 18. The Lessee shall permit the Lessor or its officers authorised 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 inspect the condition of the buildings for the time being erected or in course of erection and for any other reasonable purpose.
- 19. Instead of sinking any well/tubewell, the lessee will have to apply separately to the Haldia Municipality/Haldia Development Authority for arranging water supply to the premises for which separate agreement will be executed. He will have to pay necessary charges for inter connection from Haldia Water Supply Project.

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Swapan W. Hudd EMAMI BIOTECH LTD.

Director.

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- 20. In breach or non-observance of any of the foregoing covenants, terms or conditions herein as the part of the Lessee, or if the Lessee fails to pay the yearly rent and/or running charges and/or maintenance charges and/or service charges or other impositions and/or other charges and/or interest due thereon within the fixed and stipulated time for the payment, or if the rent or any part thereof remain impaid for 3 (three) Calendar months after becoming due and payable or if winding up order is passed against the Lessee or if the demised land be used for any purpose other than the purpose for which the land was given on lease, or in the event of the Lessee's factory/manufacturing unit/facility remaining closed for 6 (six) consecutive months without reasonable cause or on the Lessee being adjudged insolvent or making any composition with its creditors, the Lessor shall have the right to determine this lease and the Lessee shall be liable to ejectment in accordance with the provisions of the law for the time being in force but without prejudice to any other right or remedy of the Lessor that might have accrued.
- 21. Should the Lessee fail and neglect to start construction of the factory within 6 (six) months and complete erection and construction of factory within 3 (three) years from the date these presents, the Lessor shall have the right and be entitled to determine these presents and thereafter to re-enter into the demised premises or a portion thereof in the same of the whole, or current price of the land be charged.

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- 22. Should the said land at any time thereafter cease for a period of 6(six) consecutive months to be held and used or cease to be required for the purpose provided for in the foregoing clauses without any reasonable cause, then and in any such case, the Lessor may forthwith re-enter upon and take possession of the said demised land together with all buildings thereon, whether such buildings were created before or after the demise of them of the lease, and thereupon the Lessee shall have no further right, title on interest in the said land and buildings and its demise shall absolutely cease and determine.
- 23. On taking such possession the State Government may sell or otherwise deal with the said land and buildings as it may think proper.
- 24. Should the Lessor sell the land with the buildings the Lessor, after deducting the expenses incurred in connection with the sale shall pay the sale proceeds to the Lessee after deducting there from the value or the leasehold land and all sums as may remain due and owing to the Lessor.
- 25. Should the Lessor decide not to sell the land and buildings, the Lessor shall retain the said land and buildings thereon, in which case the Lessor shall pay to the Lessee and the market value as on the day of re-entry of all the buildings only erected by the Lessee and may at its discretion on sufficient ground refund the premium.

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- 26. Should the Lessor decide to sell the buildings only upon such sale the Lessor, shall after deducting the expenses of taking possession and selling, pay the balance of the proceeds or sale of the said buildings after deducting any other sums as may be deemed payable to the Lessor and who may on sufficient grounds refund the premium by the Lessee.
- 27. The lessee may at any time terminate the lease or part there of with 6 (six) months' prior notice to lessor, who may accept the surrender and determine the lease at its discretion. On such determination the lessor may refund to Lessee premium proportionate to the unexpired term of the lease provided the property is surrendered in the same condition in which it was leased out, provided further that the lessor shall have the right to deduct such administrative costs as it thinks fit.
- 28. The cost of preparing, stamping and registering the Deed of lease shall be borne by the Lessee and also the cost of counter part of a copy if required by the Lessee.

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EMAMIBIOTECH LTD. Swapan W. Howard Director.





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IN WITNESS WHEREOF THE parties these presents have hereunto set and subscribed their respective hands and affixed official stamp on this <u>| 6| 06 | 2009</u> 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 Bengalias

Lessor in the presence of:

First Witness:

Address

Second Witness:

Address:

Maldia Development Authority

Signed by the Company:

EMAMI BIOTECH LTD.

In the presence of :-

Address :

Prodect Singh S/0 8hri S.N. Singh C/o Erram Bioteck Lad. J.L. No 149, HPL Link Road Halding

Second Witness: Malesh Clandra Rupta. Sto Lote Din Dayal Gopty

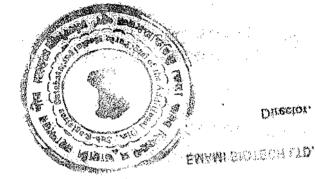
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PLOT SCHEDULE OF 14.40 ACRES OF LAND IN MOUZA DEBHOG, J.L. NO. 149, P.S. BHABANIPUR (FORMEREY P.S. SUTAHATA), DIST, PURBA MEDINIPUR WHICH IS HANDED OVER IN FAVOUR OF EMAMU BIOTECH LIMITED FOR SETTING UP OF EDIBLE OIL PROJECT & BIO-DIESEL PLANT AT HALDIA.

Plot No.	Area	Plot No.	Area	Plot No.	Ares	Plot No.	Area
	handed		handed		handed .		handed
	over		over		over	!	over
	(in acre)		(in acre)	1	(in acre)		(in acre)
344P /	0.44 /	B/F	4.98 /	B/F	8.80	B/F	12.13
350P·/	0.99	436 /	0.15 /	453P /	0.03	662 /	0.06 /
351p /	0.29 /	437	0.05 /	459P /	0.16	663 /	0.19 /
352 /	0.49 💉	438P /	0.04 /	460P /	0.74 7	664P /	0.06 /
353 .	0.26 /	439P /	0.05 2	461	0.91 /	665P/	0.48 /
354 /	0.28 💉	440P /	0.40 /	462P /	0.19	666P	0.03
355 /	0.24	441 /	0.11 🗸	464P /	0.20 /	668P /	0.08 /
356 -	0.14 7	442 /	0.57 /	465P /	7 0.04 🥢 .	669 /	0.80 🗸
357P /	0.31 2	443P /	0.21 /	469P .	0.01 /	670P 🗸	0.23 /
359P /	0.035 /	444P /	0.08	646P /	0.50	671P 🗸	0.10 /
360P /	0.015 /	446 /	0.47 /	647P /	0.18 🗸	357/3522P/	0.23
361P /	0.13 /	447P /	0.33 /	648P /	0.10 /	357/3523P/	0.01 📈
362P /	0.18 /	448 /	0.59 /	658P /	0.02 7	TOTAL	14.40 /
433P /	1.02	449 /	0.42 7	659P /	0.05 /		
434 /	0.07 🕜	450 /	0.17 /	660P /	0.06 /		
435P	0.09 /	451P /	0.18 /	661 //	0.14 /		
C/O	4.98 /	C/O	8.80 /	C/O	12.13		



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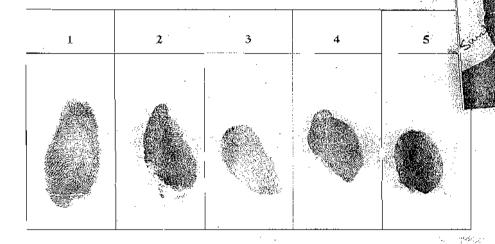
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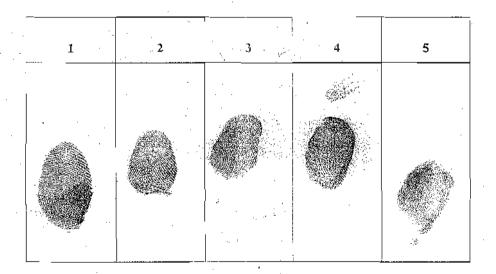
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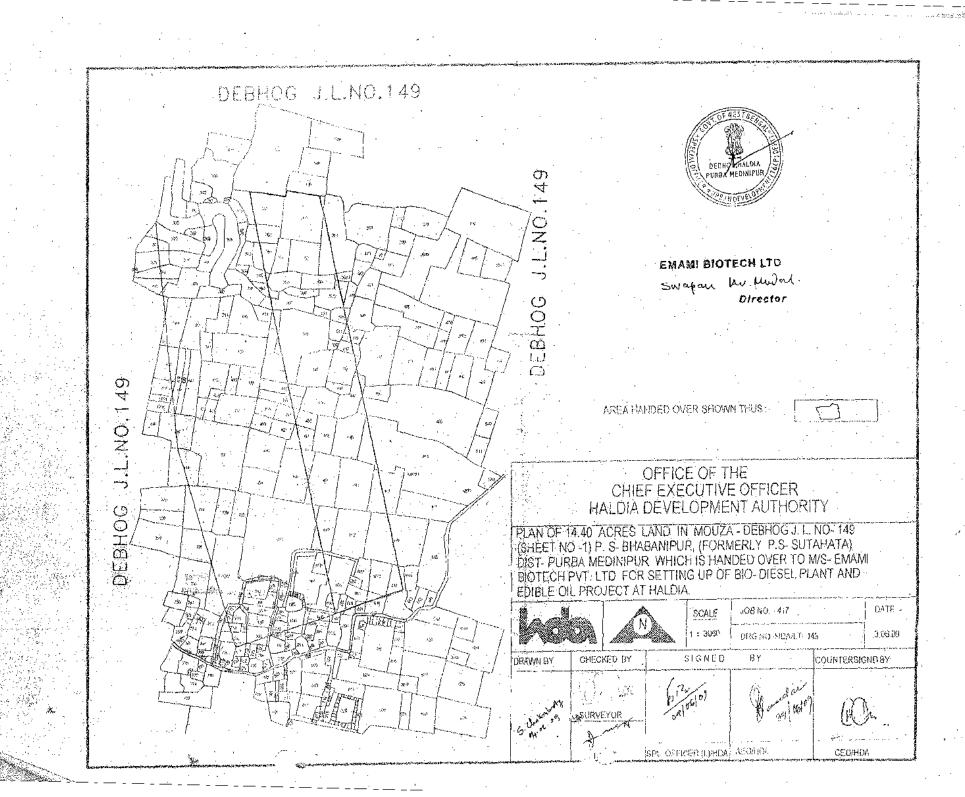




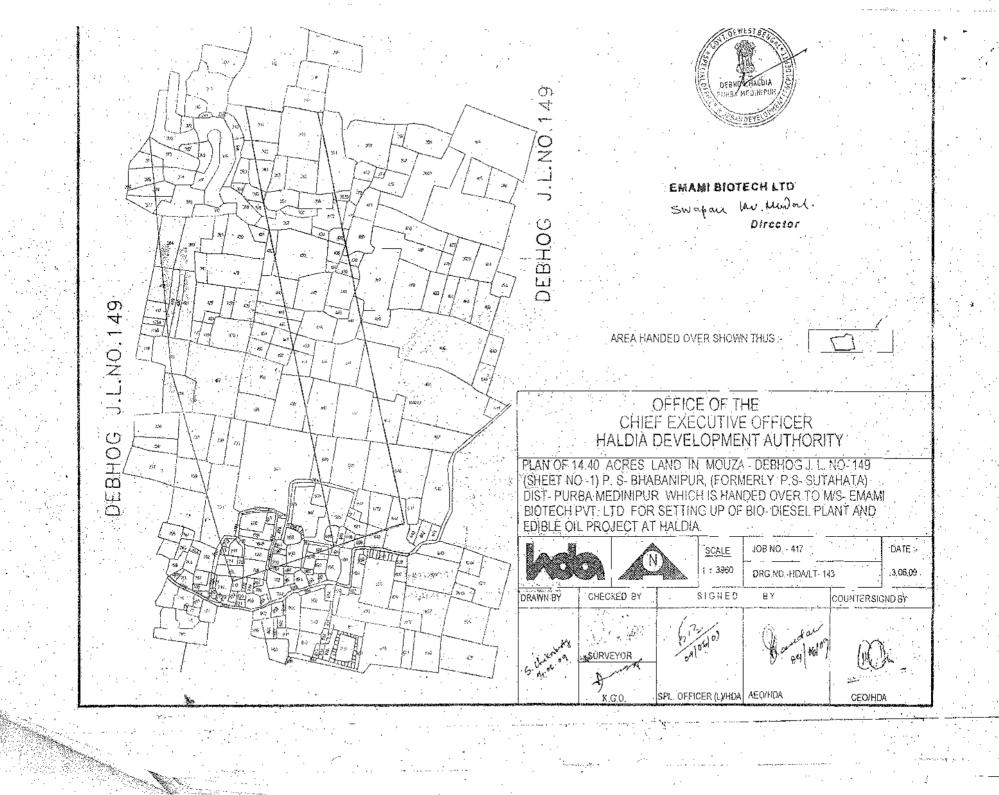
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Addi. Dist. Sub-Registrar Besshata, Purba Medinipus

Government Of West Bengal Office of the A. D. S. R. SUTAHATA SUTAHATA

Endorsement For deed Number :1-03383 of :2009 (Serial No. 03279, 2009)

On 02/07/2009

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

Presented for registration at 20,29 hrs. on :02/07/2009,at the Private residence by Swapan Kumar Mandal,one of the Executants.

Name of the Registering officer: Anindya Sundar Pradhan Designation: ADDITIONAL DISTRICT SUB REGISTRAR OF SUTAHATA

On 03/07/2009

Certificate of Admissibility (Rule 43)

vissible 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) = 237589/- A2(a) = 21043/- on:03/07/2009

Deficit stamp duty

Deficit stamp duty. Rs 1774892/- is paid, by the draft number 901918, Draft Date 30/06/2009 Bank Name STATE BANK OF INDIA, Idbi Bank, received on :03/07/2009.

Admission of Execution (Under Section 58)

Execution is admitted on 03/07/2009 by

1. Swapan Kumar Mandal Director, Emami Biotech Ltd., 687, Anandapur E. M. Bypass, 4th Floor, Kolkata - 700107, profession: Business

Identified By Pradeep Singh, son of Sri Surya Narayan Singh Durgachak Haldia Dist. - Purba Medinipur Thana: Durgachak, by caste Hindu, By Profession: Service:

hission Execution(for exempted person)

1.Execution by Special Officer 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: Anindya Sundar Pradhan
Designation: ADDITIONAL DISTRICT SUB REGISTRAR
OF SUTAHATA

[Anindya Sundar Pradhan]

ADDITIONAL DISTRICT SUB REGISTRAR OF

ATAHATA

OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF SUTAHATA
Govt. of West Bengal

Page : 1 of 1



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 9 Page from 4459 to 4477 being No 03383 for the year 2009.



(Animaya Sundak Pradhan) - 03-July-2009 ADDITIONAL DISTRICT SUB REGISTRAR OF SUTAHATA Office of the A. D. S. R. SUTAHATA West Bengal Ace Bls. Sub-Repurer



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POSSESSION CERTIFICATE



Certified that I have this day, the 2013 May , 2008 received possession of total area of 14.40 acres of land in Mouza Debhog, J.L. No. 149, P.S. Bhabanipur (formerly P.S. Sutahata), Dist. Purba Medinipur on behalf of M/S EMAMI BIOTECH PVT. LTD., 687, ANANDAPUR E.M. BYEPASS, 4TH FLOOR, KOLKATA-700017 from the Chief Executive Officer, Haldia Development Authority, Haldia Unnayan Bhawan, City Centre, P.O. Debhog, Haldia, Dist. Purba Medinipur for setting up of Bio-diesel Plant at Haldia.

SCHEDULE OF LAND

Mouza with J.L. No.

Debhog, J.L. No. 149

P.S. Bhabanipur (formerly P.S. Sutahata).

R.S. Plot No. (in full)

Plot Schedule enclosed.

R.S. Plot No. (in part)

Plot Schedule enclosed.

Certified that possession of total area of 14.40 acres of mouza Debhog, J.L. No. 149 is handed over M/S **EMAMI** to BIOTECH PVT. LTD., ANANDAPUR E.M. BYEPASS, 4TH FLOOR, KOLKATA-700017.

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On behalf of M/S EMAMI BIOTECH PVT. LTD.

Chief Executive Officer laldia Development Authority

(Signature of witness)

Malesa Chardra Gupta Pradeep Purkait

Plot schedule of 14.40 acres of land at mouza Debog J.L. No. 149, P.S. Bhabanipur (formerly Sutahata), Dist. Purba Medinipur for M/S Emami Biotech Pvt. Ltd. for setting up of Bio-diesel Plant at Haldia.

Plot No.	Area handed over (in acre)	Plot No.	Area handed over (in acre)	Plot No.	Area handed over (in acre)	Plot No.	Area handed over (in acre)
344P	0.44	B/F	4.98	B/F	8.80	B/F	12.13
350P	0.99	436	0.15	453P	0.03	662	0.06
351P	0.29	437	0.05	459P	0.16	663	0.19
352	0.49	438P	0.04	460P	0.74	664P	0.06
353	0.26	439P	0.05	461	0.91	665P	0.48
354	0.28	440P	0.40	462P	0.19	666P	0.03
355	0.24	441	0.11	464P	0.20	668P	80.0
356	0.14	442	0.57	465P	0.04	669	0.80
357P	0.313	443P	0.21	469P	0.01	670P	0.23
* 359P	0.035	444P	0.08	646P	0.50	671P	0.10
360P	0.015	446	0.47	647P	0.18	357/3522P	0.23
361P	0.13	447P	0.33	648P	0.10	357/3523P	0.01
362P	0.18	448	0.59	658P	0.02	TOTAL	14.40
433P	1.02	449	0.42	659P	0.05		
434	0.07	450	0.17	660P	0.06		
435P	0.09	451P	0.18	661	0.14		
C/O	4.98	C/O	8.80	C/O	12.13	·	





