Dated this 26th day of November, 2019,

BETWEEN

West Bengal Industrial Development Corporation Limited

... LESSOR

AND

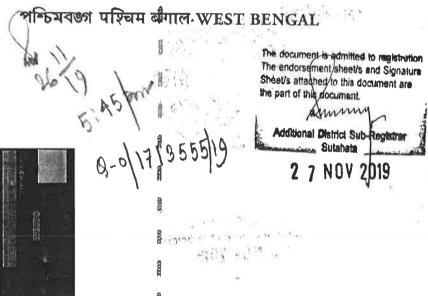
M/s EmamiAgrotech Ltd

... LESSEE

DEED OF LEASE HALDIA INDUSTRIAL PARK

F 331685





DEED OF LEASE

- 1. Date: 26.11.2019
- 2. Place: Kolkala
- 3. Parties: 8

WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED (Pan No-AAACW3043Q) a government company incorporated under the provisions of the Companies Act, 1956 and having its registered office at "Protiti", 23, Abanindranath Tagore Sarani, Post Office- Camac Atreet, Police Station – Shakespeare Sarani, Kolkata- 700017, West Bengal represented by its Authorized Signatory Sri AsokGhosh, son of Late B. Ghosh hereinafter referred to as the LESSOR" or "WBIDC" (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its successors and/or successors in-office and/or permitted assigns) of the FIRST PART;

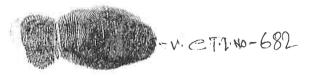


हाम्ल एखाँ । मूर्या कुमान नाम সূতাহাটা এ.ডি.এস.আর অফিস लाइएमम गः ०२/৯२ পূর্ব মেদিনীপুর A Sisor (Projects)
Bengal Industrial Development Protiti' 23, Abagiadranath Tagore Sarani Kolketa - 700 017 Addl. Dist. Sub-Registrar Sutahata, Purba Medinipur V.e.T.I. NO - 681 2 6 NOV 2019

EMAMI AGROTECH LIMITED

White .

Company Secretary



- v. C.T.I. No-683

Subhudu Samule

510-Banokin Bichayi Samule

N.W. Karonas

P.O. Kalyanpur

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AND

M/s EmamiAgrotech Ltd (PAN No - AABCN7953M), a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 687 Anandapur, EM Bypass, Kolkata-700107, India, hereinafter referred to as the "LESSEE" or "M/s EmamiAgrotech Ltd" represented by its authorised representative Sri Kailash Chandra Panda, (PAN No - ANHPP1700E) Son of Mahendrakumar Panda (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its successors and/or successors-in-office) of the SECOND PART.

WBIDC and M/s EmamiAgrotech Ltd are hereinafter individually referred to as "Party" and collectively as "Parties".

- A. Definitions
- **4.1 GOWB** shall mean The Government of West Bengal.
- **4.2 WBIDC** shall mean West Bengal Industrial Development Corporation Limited incorporated under the Company Act 1956 which is the nodal agency of the Government of West Bengal for development and promotion of industries in the State of West Bengal.
- **4.3 "Haldia Industrial Park"** shall mean the industrial park specially meant for the factories and units for Medium and Large scale Industry.
- 4.4 Allotted Plot shall mean Plot Number Master Plot No. L 11and within the Industrial Park, more specifically demarcated and described in Part –II of First Schedule.
- 4.5 Demised Land shall mean Master Plot No Plot No. L 11measuring 15.18 acres out of 20 acres forming part of Haldia Industrial Park and morefully described in First Schedule Part II.
- 4.6 Letter of Intent shall mean the letter dated 12.10.2018 issued by WBIDC to the Lessee while allotting 20 acres of land in Haldia Industrial Park at Mouza Debhog, JL No- 149 Police Station Bhabanipur inPurba Medinipur District, but at present the Lease deed is for 15.18 acres out of 20 acres allotted.
- 4.7 Possession Certificate shall mean the certificate issued by WBIDC to the Lessee while handing over possession of the Demised Land prior to execution of this Lease Deed.
- 4.8 WBSEDCL shall mean West Bengal State Electricity Distribution Company Limited a company incorporated under the Electricity Act 47(a) and a company registered under the Companies Act 1956 Or CESC shall mean Calcutta Electric Supply Corporation Ltd.
- **4.9** Applicable Laws And Labour Laws shall mean the laws of India and State of West Bengal and all rules, regulations, ordinances, notifications and policies notified and promulgated pursuant thereto and any modifications thereof in force from time to time.
- 4.10 Licenses, Permits, Permissions shall mean all licenses, permits, permissions approvals, sanctions including renewals as may be required to be obtained by the Lessee for carrying on the permitted business at the Demised Land by appropriate and competent departments and authorities/ bodies.
- **4.11 OMS Charges** shall mean the operation and maintenance service charges for the common area and common facilities to be charged from the Lessee by the Lessor either directly or through its authorized agents/bodies/organizations on monthly basis.
- **4.12 Application Brochure** shall mean the information brochure supplied to the Lessee by WBIDC with the application form for allotment of the Plots.
- **4.13 Project Land** shall mean an area admeasuring about 15.18 acres out of 20 **Acres** comprised within Mouza Debhog Police Station Bhabanipur in Purba Medinipur Districthereinafter detailed at 1st Schedule.







- 4.14 Cure Period shall mean the time given to the Lessee for curing any defect due to non-observance of any of the covenants by the Lessee and Lessor shall terminate the Lease if such defect is not rectified within the specified time given by Lessor to the Lessee.
- 4.15 User Committee shall mean an Association/ SPV formed by all Plot holders/Lessees of Haldia Industrial Park within one year from the date of possession of the Demised Land or from such date as WBIDC may determine with the responsibilities for regular operation, maintenance and up-keep of the industrial park.
- 4.16 "Detailed Project Report (DPR)" shall have the meaning assigned to it in clause 12.29;
- **4.17** "Project Plan" shall have the meaning assigned to it in clause 12.30 and more fully detailed in the Second Schedule;
- **4.18** "Milestones" shall have the meaning assigned to it in clause 12.32 and more fully detailed in the Third Schedule;

NOW THIS DEED OF LEASE WITNESSES, RECORDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

That in pursuance of the hereinbefore recited agreement and the terms and conditions as recorded herein and in consideration of the Lessee having already paid the lease premium consideration of a sum of Rs. 26,07,20,000 (Rupees Twenty Six Crore Seven Lakh Twenty Thousand) for entire 20 acres, since the lease deed is for 15.18 acres of land, it comes to Rs 19,78,86,480/-(Rupees Nineteen Crores Seventy Eight Lakhs Eighty Six Thousand Four hundred Eighty Only) as a proportionate and having agreed to pay the annual lease rental as provided hereinafter by the Lessee to the Lessor the receipt which the Lessor hereby and also by the Memo of Consideration hereunder written acknowledges and Lessee's covenants hereinafter contained andreserved, the Lessor doth hereby grant, demise unto the Lessee all that the subject matter of lease hereinafter detailed and also specifically shown and delineated in the plan annexed hereto TO HOLD the said Demised Land for the term, on the terms and conditions hereinafter detailed.

5 Subject Matter of Lease

- 5.1 Demised Land: Plot bearing No. L 11 measuring about 15.18 acres out of total allotted land of 20acres, more or less, situated at the Haldia Industrial Park Haldia Purba Medinipurtogether with the proportionate and undivided share in the common areas, described in the Part-Hof the 1st Schedule below (Said Demised Land), lying at Mouza DebhogJL No- 149 Police Station Bhabanipurdescribed in the 1st Schedule below and shown in the annexed map.
- 5.2 Share In Common Portions: Undivided, proportionate, indivisible and impartible share and/or interest in the common areas, amenities, facilities and installations as be attributable to the Said Demised Land (collectively Share In Common Portions).

The Said Demised Land and the Share In Common Portions collectively described in Part-II of the 1st Schedule below (collectively Demised Land).

6. Background

Whereas the Collector Purba Medinipur after acquiring the land measuring 306.96Acre comprised within MouzasDebhog, Sovarampur, TetulberiaPolice Station BhabanipurDistrict: Purba Medinipur hereinafter referred to as Project Land under the Land Acquisition Act 1894 for the public purpose of developing Industrial Park for setting up of manufacturing industries has handed over the possession of the Project Land free from encumbrances to the Lessor.





- 6.2 The Lessor for the purpose of developing, assisting and encouraging setting up of manufacturing units in the State formulated a plan to develop and promote an industrial park specific to manufacturing related activities at under the name and style Haldia Industrial Park spread and sub-divided the total Project Land into plots of different sizes and numbers to be leased to different companies intending to setting up their units, factories engaged in setting up of manufacturing and related activities.
- 6.3 Establishing of Industrial Park: The Lessor obtained title, right and interest of the said Project Land from the Govt. of West Bengal by a Memo No.2018-GE(M)/1L-177/14 dated 05.06.2018 from Land & Land Reforms and Refuge Relief & Rehabilitation Department with the object of developing the land for use for setting up of Industrial Park and it has been enjoined upon the Lessor not to allow the said Project Land and/or any building or structure constructed thereon to be used for any purpose other than any activity relating to setting up of Industrial Park and other manufacturing unit directly associated with it. The name of the Lessor has also been recorded and mutated in the records under the relevant provisions of Land Reforms Act, 1955.
- 6.4 Development of Land: After obtaining right, title and interest in the Project Land from the Govt. of West Bengal, the Lessor has developed the Project Land and has divided and demarcated plots of different sizes and constructed internal roads and/or basic infrastructure.

7. Discussions and Understandings

- 7.1 Offer by the Lessor: The Lessee in response to the invitation by the Lessor for booking of land in said Project Land has agreed to the General Terms & Conditions in the Application Brochure and had applied for the Demised Land which was allotted on 12.10.2018 and Possession Certificate was given on 15.01.2019 for 20 acres of land being no. L 11, but at present the lease deed has been entered into for 15.18 acres out of total allotted land of 20 acres at the request of the Lessee.
- 7.2 Payment of Installment: As per the terms and conditions of the Letter of Allotment for the Demised Land, the Lessee has made payment of all the installments including the interest for late payment, if any, and, as on this date the Lessee has no dues payable to the Lessor
- 7.3 Setting up of Edible Oil Manufacturing unit: The Lessee has agreed to set up a unit of and associated items and their sub components as mentioned in the Declaration of Intent submitted by the Lessee and has agreed to confine the business to be set up in the Demised Land strictly within the activity mentioned herein.
- 7.4. Representations and Warranties: The Lessor represents and warrants with the Lessee that it has the legal capacity to make the grant contemplated herein only 15.18 acres of land out of total 20 acres of land and the Lessee represents and warrants to the Lessor that it has the legal capacity to accept the grant made herein.
 - 1. That at the request of the Lessee vide mail dated 14.10.2019 the Lease Deed is being executed for 15.18 acres of land only out of total 20 acres of land
 - 2. That the Lessee having adequate knowledge that the said 15.18 acres of land on Plot No. L 11 is not a contiginious land.



3. That if the Lessor fails to execute the lease deed for remaining portion of the land for any circumstances, then the Lessee will not be entitled to raise any objection and/or claim damages, but at the same time will be bound by the terms and conditions of the Lease Deed and execute the project as per the Lease Deed.



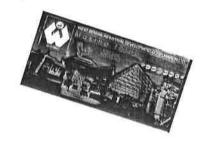


8. Grant

- 8.1 Grant of Lease: Pursuant to the terms agreed between the Lessor and Lessee and in consideration of the Lease Rent (defined in Clause 9.2 below) herein reserved and of the covenants and conditions hereinafter contained and on the part of the Lessee to be paid, observed and performed, the Lessor hereby grants to the Lessee a Lease of the Demised Land which is more fully described in the Part II of the 1st Schedulebelow.
- 9. Premium, Rent, Payment and Enhancement
- 9.1 Lease Premium: In consideration of the Lessor granting a Lease of the Demised Land to the Lessee and allowing the Lessee uninterrupted and unfettered user thereof, subject to the conditions here in stated, the Lessee has paid a consolidated consideration of Rs 19,78,86,480/- (Rupees Nineteen Crores Seventy Eight Lakhs Eighty Six Thousand Four hundred Eighty Only) for 15.18 acres of land as a proportionate, out of Rs. 26,07,20,000(Rupees Twenty Six Crore Seven Lakh Twenty Thousand) for 20 acres of land (Lease Premium). In addition to the Lease Premium paid in relation to the Demised Land, the Parties hereby agree thatin the event that the cost of procurement of the Demised Land or any part thereof by the Lessor increases at any point in time, due to any order of a Court of competent jurisdiction, then such increased cost of procurement of the Demised Land or any part thereof, as the case may be, shall be reimbursed by the Lessee to the Lessor and shall be considered to be Lease Premium paid for the Demised Land.
- 9.2 Lease Rent: In consideration of the Lessor granting a Lease of the Demised Land to the Lessee and allowing the Lessee uninterrupted and unfettered user thereof, the Lessee shall pay an annual lease rent of Rs. 500/- (Rupees Five Hundred Only) per year or part thereof per acre totaling to an amount of Rs 7590/- (Rupees Seven Thousand Five hundred Ninety Only) only (Lease Rent) calculated only for 15.18 acres out of total 20 acres of land, which is subject to increase at the end of every 5th year @10% of the last rent paid within 31st March of the year which the rent becomes due. In case of delay the period may be extended till 21 days from the due date together with an interest @13% p.a. calculated on daily basis. If the payment is still not made within the extended period together with interest then the Lessor after giving 15 days notice, shall be entitled to cancel the lease.
- 9.3 Place of Payment: The Lease Rent shall be tendered by way of Pay Order/ Bank Draft favouring the Lessor and shall be handed over to the Lessor/representative of the Lessor, against proper receipt.
- **9.4** Enhancement: The Lease Rent shall be increased as provided in clause 9.2 hereinbefore.
- 9.5 Exclusions: The Lease Rent is exclusive of land revenues, Municipal rates, taxes, duties, assessments and impositions in respect of the Demised Land which are payable to any authority of the Government or any other appropriate authorities or otherwise which are now or during the Tenure of Lease be payable, imposed or assessed on the Demised Land whether payable by the owner/Lessor of the Demised Land. The Lessee shall also not be entitled to any compensation on account of delayed possession from the Lessor.







9.6 Delay or Default in Payment:

In case of delay or default on the part of the Lessee in payment any amounts becoming due and payable by this Lease Deed (including without limitation the Annual Lease Rent), the Lessee shall be liable to pay without prejudice to the other rights of the Lessor, an interest @ 13% (thirteen percent) per annum on the amount in arrear from the date the payment is due till the date of payment. It is clarified that all amounts including interest payable under this Lease Deed shall be deemed to be Annual Lease Rent and any unpaid amounts payable herein shall be treated as default of this Lease Deed. Further, if the Lessee does not pay the Annual Lease Rent to the Lessor for 2 (two) consecutive years or 3 (three) years in a span of 5 (five) years it shall be construed as an Event of Default of Lessee and necessary consequences provided hereinafter shall follow. All money payable by the Lessee to the Lessor under this Lease Deed shall, apart from other remedies, be realized as public demand under the Bengal Public Demands Recovery Act, 1913 or any statutory modification thereof for the time being in force.

10. Commencement, Tenure and Renewal

- 10.1 Effective Date: This Deed of Lease shall come into force with effect from date on which possession has been handed over by the Lessor to the Lessee by Possession Certificate.
- 10.2 Tenure of Lease: The tenure of the lease shall be for a period of 99 (ninety nine) years from date of the possession. Lease hereby granted may be renewed for the like period of 99 years on the same terms and conditions and to such other terms and conditions as may be considered to be imposed and included in such renewal lease deed. The Lessee shall apply to the Lessor three months before the expiry of the present lease for the renewal of the Lease.

11. Rights of Lessee

- 11.1 Right To Demarcate: The Lessee shall have the right to demarcate the said Demised Land with boundary as per the marks and specifications given by the Lessor and shall maintain the said boundaries.
- 11.2 Right To Obtain Approval: The Lessee shall have the right to apply to all concerned government departments/bodies and local authorities for sanction of building plans and sanctions required by the Lessee to construct its factory on the said Demised Land, to obtain such approval on payment of requisite fees and charges, to renew them from time to time and to keep all permissions, sanctions valid and subsisting for all times.
- 11.3 Right To Construct: The Lessee shall have the right to construct all such buildings, sheds, outstations on the said Demised Land as per and in conformity with the approved and sanctioned plan for its factory or unit.

11.4 Creation of Lien:

The Lessee shall be entitled to create charge, mortgage (hereinafter referred to as Lien) the lease hold interest in the Demised Land in favour of any financial institution or scheduled commercial bank, Non-Banking Financial Companies, Government Institutions, L.I.C, Security Trustees, Debenture Trustees as security for raising funds required for the purpose of setting up, running and development of the Project on the Allotted Land, as described in the Schedule with prior written permission of Lessor who shall obtain prior approval of the Administrative Department of State Government before granting such permission.







Such lien shall be restricted only to the Leasehold interest of the Lessee on the Demised Land and subject to terms and conditions of this Lease Deed, for setting up of the Project as set out in the Project Plan, more fully described in the Second Schedule. The Lessor may grant permission subject to the following conditions:

- a) The financial assistance extended by bank shall be used entirely for the Project as detailed and mentioned in the Deed for which the Demised Land is allotted to the Lessee;
- b) In the event of recovery of the dues by the bank towards enforcement of the security, prior written permission of WBIDC has to be taken;
- c) In case of any assignment the assignee shall be bound by the terms of this Lease deed and payment of 10% of the market value as prevailing at that time as assignment charges;
- d) Subsequent transfer if any, made shall confirm to the land use and purpose of the Park and be bound by the terms of the allotment and the Deed of Lease. Land utilization shall be for the purpose for which it was allotted and to confirm to the character, purpose and usage of the Industrial Park.

It is further provided that notwithstanding anything contained in the lien or mortgage document the Lessor shall have the right to re-possess the Demised Land, on termination of the Lease free from all encumbrances, the rights of the Lessee shall cease forthwith and the rights of the Lessor shall rank superior as the owner over the Lessee / Lien holder and that the lien/mortgage shall not affect the rights and power of the Lessor under the Lease deed".

- 11.5 Right To Have Peaceful Possession: The Lessor hereby covenants with the Lessee that the Lessee observing and fulfilling all the terms and conditions herein on its part to be observed and performed shall hold the said Demised Land during the Tenure of Lease without any interruption.
- 12. Obligations and Covenants: The Lessee undertakes to abide all the obligations and covenants which shall continue throughout the Tenure of Lease and further agrees and covenants with the Lessor as follows:
- 12.1 Compliance with the original terms of Govt. of West Bengal: The Lessee shall not commit any breach of terms of demise by Govt. of West Bengal to Lessor and be bound to perform all the covenants conditions and stipulations contained therein affecting the Demised Land hereby demised and to be observed and performed by the Lessor except as to payment of Lease Rent and Premium and not to execute or perform any act, deed or thing or suffer anything to the contrary whereby or by reason or means whereof the original demise may be terminated or forfeited and to allow the Lessor or his authorized official / agency to enter upon the Demised Land for the purpose of inspection and performing any of such terms of agreement as stipulated by Government of West Bengal which may be necessary to prevent its termination or forfeiture.
- 12.2 Outgoings: The Lessee shall pay, discharge and satisfy all land revenues, municipal rates, taxes, duties, cesses, assessments, outgoings and impositions in respect of the Demised Land payable to any authority of the Government or any other appropriate authority or otherwise which are now or during the Tenure of Lease be payable, imposed or assessed on the said Demised Land whether payable by the owner/Lessor of the Demised Land.
- 12.3 Compliance of Requisition: The Lessee shall observe, perform and comply with the requisitions as may from time to time be made by the State Government and/or the Lessor or any other authorities in respect of Demised Land.







- Maintaining Healthy Atmosphere: The Lessee shall keep and maintain the Demised Land at all times during the Tenure of Lease, clean, tidy, healthy and free from all sorts of hazards to public hygiene and in conformity with environmental and pollution control norms.
- 12.5 No Nuisance: The Lessee shall not run his/ her business in such a manner as would lead to pollution, health hazards, noise, offensive fumes or smell or in such manner as would be a source of nuisance in any manner of any kind to the areas surrounding the Demised Land.
- 12.6 Not To Use the Demised Land for any Other Purposes: The Lessee shall not use or allow to use the Demised Land or any part thereof for any purpose other than the Project for what the Demised Land has been allotted.
- 12.7 No Residential Use: The Lessee has undertaken and agreed with the Lessor that the Demised Land shall not be used by the Lessee for residential purpose or for any other commercial establishment except for items as have been allowed by the Lessor at the time of allotment of the Demised Land or any factory or workshop or any purpose other than the purpose allowed by the Lessor at the time of allotment of Demised Land.
- 12.8 No Unlawful Activities: The Lessee shall not in any manner carry on or allow to carry on in the Demised Land any unlawful activities, offensive trade or prohibited business or any activities which may be considered offensive and prejudicial to public interest or a source of nuisance to the area surrounding the Demised Land and shall not store combustible or explosive substance beyond the permissible limit, subject to obtaining of necessary permission from all the concerned authorities and after installing sufficient safeguard measures as may be prescribed in the Demised Land.
- 12.9 Fire Fighting Measure: The Lessee shall install necessary firefighting equipment as per set norms and standard at his own cost.
- 12.10 Cleaning: The Lessee shall keep the space clear from all sorts of wastages, garbage causing nuisance of any type and free from pollution and sufficient protection and preventive measures must be taken so as to avoid any accumulation of water and poisonous gas and other dangerous materials within or around the premises and also to keep adequate safety measures for prevention of fire and corrosive erosion in and around the Demised Land.
- 12.11 Compliance with Relevant Laws: The Lessee shall be responsible for compliance with all statutory obligations under all the relevant Acts and provisions of Law. Grant of Lease will not confer on the Lessee any exoneration or exemption from any such statutory requirement.
- 12.12 Obtaining Licenses: The Lessee shall be independently responsible to obtain all necessary permissions, sanctions or licenses including factory license and health license and all other applicable licenses from all the appropriate authorities necessary for the conduct of business and to keep the same renewed and subsisting at all times. Lessee shall not claim any consideration or concession from Lessor on the ground of having been unable to obtain necessary permission, sanction or license to conduct business, within the stipulated date.
- 12.13 Good Labour Practices: The Lessee shall follow good labour practices in the unit by maintaining good, healthy and hygienic work environment, providing uniforms and gloves to the workers, maintaining and providing hygienic food at reasonable and affordable rates, proper system of cleaning and sterilization of utensils, safe and clean atmosphere for the workers, employees, proper safety and medical facilities and other measures as per internationally accepted practices etc. and shall also abide by all labour laws in force. The Lessee shall obey and abide by all labour legislation and provisions of law with regard to anti-pollution.







- 12.14 Separate Electric Supply: Lessee shall apply separately and pay necessary deposits and charges to WBSEDCL/CESC in proportion to their connected load and usage, power will be supplied to the units directly by concerned authority.
- **12.15** Separate Telephonic Connection: The Lessee shall apply separately and pay necessary deposits and fees for obtaining telephone connections.
- 12.16 No Alteration: The Lessee shall not be entitled to change, alter, extend or encroach in excess of its specifications and demarcations as has been specified by the Lessor. However the Lessee may construct masonry work within the said Demised Land allotted to them without disturbing and adversely affecting the various services including sewerage, water pipeline, etc. Adequate care is also required to be taken so as not to damage or encroach any part of land or the structural elements of the neighboring plots. The Lessee shall submit plans for the construction to Lessor giving details of various works and obtain prior written permission from Lessor before commencement of any such work. If any material and structural alterations is found to have been made by the Lessee affecting, encroaching, entering upon the neighboring plots of the Demised Land, in contravention of the terms mentioned herein before, the Lessee shall be liable to pay damages which shall be determined by the Lessor and also be required to remove such unauthorized portions of the structures erected forthwith.

12.17 Change in Share Holding

- (a) In all events the promoters should hold minimum 51% shareholding in the company and promoter directors of the Lessee should hold majority on the Board of Directors.
- (b) In case of any proposed change in shareholding which affects the change in ownership of the company, the Lessee shall be required to make a written application to the Lessor for taking prior written permission from the Lessor, in this connection, along with Articles of Association and other relevant documents. As per application and documents if the promoters do not hold 51% of shareholding of the Company and promoter directors do not hold majority on the Board of Directors in the Company then such change in shareholding shall be considered as a transfer and the consequences of transfer hereinafter provided shall follow. If the proposed changes are approved by the Lessor, amongst other conditions, the Lessee shall be liable to pay transfer fees which shall be 10% of the market price prevailing of the Demised Land as assessed by the Registration Office.
- (c) If the Lessee changes the shareholding pattern of the company without the prior written approval of the Lessor as above then it shall be considered as transfer in violation of the terms of lease and the Lessor shall be free and entitled to decide according to its sole discretion. In case the change of shareholding is allowed by the Lessor the Lessee shall be liable to pay penalty of 100% of the prevailing market value of the Demised Land as assessed by the Registration Office.

12.18Merger:

- (a) The Lessee shall not take any action to merge, demerge, amalgamate or to be acquired by any entity without the prior permission in writing of the Lessor.
- (b) On application by the Lessee, the Lessor may after considering the facts of each case and after realizing 10% of market price of the said Land prevailing at that time may grant such permission for merger or acquisition. The Lessee shall be liable to pay such charges before grant of such permission failing which the Lessor shall refuse to grant such permission.

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- (c) If the Lessee takes any action to merge, demerge, amalgamate which changes the controlling interest in the entity of below 51% in the Company without the prior written approval of the Lessor then it shall be considered as transfer in violation of the terms of lease and the Lessor shall be free and entitled to decide according to its sole discretion. In case, such change is allowed by the Lessor the Lessee shall be liable to pay penalty of 100% of the prevailing market value of the Demised Land as assessed by the Registration Office.
- 12.19 Maintenance of Common Area: Initially, for a period as may be decided the Operation and Maintenance (O&M) of the Common Area of the Park will be realised by the Lessor or SPV or its assignees Company to be engaged by the Lessor. The Lessee of the Demised Land shall regularly pay the necessary monthly O&M charges from the date of possession of the Demised Land. Such charge will be determined by the Lessor or its assignees or a Company to be engaged by the Lessor, on a proportionate cost basis. If the Lessee fails to pay on the fixed dates for a period of 3 consecutive months then Lessee shall cancel the lease and refund the premium amount deposited for Demised Land, after deducting 10% premium amount and take possession of Demised Land in such a manner as is consistent with the usage area by each of the allottee and in consultation with the user committee as defined hereinabove.
- 12.20 Obligations of Common Service Provider (CSP): The obligations of the CSP would include cleanliness and maintenance of common space and facilities not leased out such as roads, drains, common toilets, general maintenance of the park, fixtures, overall perimeter security, water supply, common lighting, use of common facilities for internal use such as power connection, etc. The charges for the same have to be paid and borne by the Lessee. If the Lessee fails to pay on the fixed dates for a period of three consecutive months, the Lessor shall cancel the allotment and refund the Lease Premium after deducting 10% (ten percent) of the Lease Premium amount after giving notice in writing.
- 12.21 User Committee: Users Committee shall be formed by the Plot holders within 1 (one) year from the date of possession or from such date as may be fixed by the Lessor. The Lessee shall become a member of the committee and be bound by the terms and conditions of such committee. The terms and conditions shall however be finalized in consultation with the Lessor. The User Committee after being formed shall be responsible for operation and maintenance and general up keeping of the park and premises. It would also collect the O&M charges from the Plot holders/Lessees and meet up the regular expenses incurred on account of O&M of the Industrial Park premises. However, the Lessor shall always have the right to enter and inspect the Vidyasagar Industrial Park and also to direct the Users Committee to take appropriate measures regarding the activities of said Committee.
- 12.22 Internal & overall Security: The Lessee, at its own cost, shall maintain the area in its possession. Maintenance obligation of the Lessee would generally include internal maintenance within Demised Land, cleanliness and internal and overall security and also obligation to pay proportionate cost for common and general maintenance of the Haldia Industrial Park which may be carried out by the Lessor through its assignee company or its service provider.
- 12.23 No Religious Use: The Lessee shall not use the Demised Land as a place of worship and/or shall not establish shrine, mosque, church or temple or shall not use portion of the same as any club house.







- 12.24 Inspection by the Lessor: The Lessee shall allow any person authorized by the Lessor or its accredited agent/assignee, to enter into the Demised Land for the purpose of inspection and maintenance of the sewer lines, water pipe lines, electrical lines, etc. The repair of such lines and installations will be performed by the Lessor at the cost of the Lessee.
- 12.25 Use of Common Area: The Lessee shall not be permitted to use the common area in the complex for conducting any business or for storage purposes. Further the Lessee shall have no right to block the common areas or encroach the common areas for any reason whatsoever. In case it is found by the Lessor that the Lessee is causing such unauthorized use of area outside the Demised Land then the Lessor shall after giving notice in writing to the Lessee claim/forfeit 400% (four hundred percent) of the existing rent and shall also be entitled to confiscate the goods.
- 12.26 Insurances: The Lessee shall be responsible for purchase of suitable insurance covering the risk of damages of Demised Land as well as other parts of the park due to reasons attributable to the Lessee. The Lessee shall also purchase suitable insurance covering all risks which is to be incurred by the Lessee in course of its business. The Lessor shall not be responsible for any damage caused by Force Majeure, such as by fire or accident, natural calamity, riots or other unforeseen incident or any civil conflict / disorder beyond its control, etc.
- 12.27 Indemnification: The Lessee shall keep the Lessor indemnified against all actions, claims, demands and expenses on account of performance and non-performance by the Lessee of any of the terms, conditions or stipulations of this agreement.
- 12.28 No Assignment/Transfer of Leasehold Right: The Lessee is not entitled to assign his leasehold interest on the Demised Land without prior written approval of the Lessor, In case of such assign/transfer after obtaining the prior written permission from the Lessor, the Lessee will pay transfer fees which shall be 10% of the prevailing market value of the Demised Land as shall be assessed by the Registering Authority of the Government of West Bengal. After payment of transfer fees to the Lessor, the Lessee may be permitted to assign the unexpired residual period of lease to the assignee and the assignee shall hold the same on the same terms and conditions of the lease and to such other terms and conditions as may be considered to be imposed by the Lessor while granting such approval. In case of such assignment of leasehold interest, the assignee concerned shall have to obtain fresh lease after expiry of the unexpired period of the lease on payment of such consideration money and annual rent as may then be fixed by the Lessor in granting such lease. But the Lessee shall not be allowed to transfer the Demised Land to any third party within 5 years from the date of possession. In case of such assignment/transfer is found to have been made without obtaining the written permission from the Lessor then Lessor shall, after giving the Lessee one month notice in writing shall cancel the allotment and lease and forfeit the lease premium paid by the Lessee against the Demised Land. The Lessee shall also be debarred from future allotment in any other industrial park promoted and developed by the Lessor.
- 12.29 Submission of Project Report: The Lessee shall at the time of possession submit a Detailed Project Report (DPR) to the Lessor and shall submit progress report each month till commencement of commercial production as per approved format and annual report following commencement of commercial production.







12.30 Purpose of Utilization of Land:

The Demised Land shall be utilized only by the Lessee and solely for the purpose of setting up, implementing and operating the Project as per the Project Plan more fully described in Second Schedule duly approved by the Lessor or any other competent committee formed for this purpose. The Lessee hereby undertakes to abide by all the terms and conditions, stipulations, restrictions, covenants and regulations of whatsoever nature as enumerated in this Lease Deed including without limitation the recommendation by the Committee and also as enumerated in the Schedules attached hereto or as may be prescribed in writing by the Lessor from time to time. If the Lessee keeps any portion of the Demised Land unutilized for more than three years, the Lessor will be entitled to resume the Demised Land free from all encumbrances.

12.31 Constructions on the Demised Land:

The Lessee shall at all times have the right to and be at liberty to construct, erect, build, renovate, improve, repair, alter upon the Demised Land and create, construct or install any structure or structures standing thereon or cause to be constructed hereafter and the works carried out therein and carry out any modifications thereto ("Constructions") for the purpose of implementation and development of the Project subject to compliance with Applicable Law and obtaining the Approvals. The ownership and possession of all such Constructions over the Demised Land shall remain vested solely with the Lessee and the Lessee shall have the right to deal with the same in accordance with the terms of this Lease Deed;

12.32 Completion of Project:

The Lessee shall carry out and complete the Project within 36 (thirty six) months from the date of possession in strict accordance with the Project Plan and implement the milestones ("Milestones") and timelines, more fully mentioned in the Third Schedule at his own expense.

- 12.33 In case of Surrender or Termination by the Lessee: In the event the Lessee wishes to or is compelled to terminate or surrender the lease due to its inability to run or continue the business, the Lessee shall apply to the Lessor communicating such desire, the Lessor on receipt of such application, after deduction of 5% (five percent) of the lease premium, refund the balance premium after realization of sale proceeds to the Lessee or its lenders/charge holders and shall also be entitled to receive the entire lease premium for the Demised Land from the new intending purchaser at market value/ price prevailing at that time.
- 12.34 Observance of General Terms: The Lessee shall always observe the conditions of allotment and the general terms and conditions, specified in the Application Brochure and also the terms of lease herein contained.
- 12.35 Delivery of Peaceful Possession: After the expiry of period of lease unless renewed or earlier determination thereof the Lessee shall deliver peaceful vacant possession of the Demised Land in its original condition relinquishing all the Lessee's interest therein to the Lessor in as good a condition as the same now is.
 - 12. Termination And Cancellation: Notwithstanding anything contained terms in the present deed, the Lessor shall have the right to terminate the lease in the following circumstances and in the manner mentioned below:





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- 13.1 Lease Rent in Arrear: In case and whenever any part of the Lease Rent shall be at any time in arrears for more than 21(twenty one) days from the due date, the Lessor shall serve a notice in writing calling upon the Lessee to cure the defect within 30 (thirty) days from the date of notice with penal interest @ 13% (thirteen percent) per annum on arrear Lease Rent, failing which the Lessor shall be entitled to terminate the lease with 15 days notice and the Lessor shall exercise the right of re-entry upon such termination into the Demised Land and repossess the same and the Lessee shall deliver peaceful vacant possession of the Demised Land free from all encumbrances together with all improvements, if any, done thereto without prejudice to any other rights of the Lessor entitled in law, and/or
- 13.2 Other Payment Obligations: If the Lessee fails to pay all other charges of whatsoever nature payable by the Lessee to the Lessor under this Lease Deed and/or respective authorities, the Lessor shall serve a notice in writing calling upon the Lessee to cure the defect within 30 (thirty) days from the date of notice, failing which the lease shall be terminated with 15 days notice and the Lessor shall exercise the right of re-entry upon such termination into the Demised Land and repossess the same and the Lessee shall deliver peaceful vacant possession of the Demised Land free from all encumbrances together with all improvements, if any, done thereto without prejudice to any other rights of the Lessor entitled in law, and/or
- 13.3 Project Milestones or Timelines: If the Lessee fails to complete any Milestones within the timelines specified for their respective completion, the Lessor shall serve a notice in writing calling upon the Lessee to cure the defect within 30 (thirty) days from the date of notice, failing which the lease shall be terminated with 15 days notice and the Lessor shall exercise the right of re-entry upon such termination into the Demised Land, and the Lessee shall deliver peaceful vacant possession of the Demised Land free from all encumbrances together with all improvements, if any, done thereto without prejudice to any other rights of the Lessor entitled in law, and/or
- 13.4 Failure/Delay in Starting of Business: If the Lessee fails to start its business/commercial operation from the Demised Land within 36 (thirty six) monthsfrom the date of possession, the Lessor shall give a notice in writing to the Lessee to start such operation within the Cure Period of 30 (thirty) days, failing which the Lessor shall cancel the lease with 15 days notice and forfeit 10% (ten percent) of Lease Premium paid by the Lessee and the balance premium will be refunded, and the Lessee shall deliver peaceful vacant possession of the Demised Land free from all encumbrances together with all improvements, if any, done thereto without prejudice to any other rights of the Lessor entitled in law, and/or
- 13.5 Non Utilisation of the Leasehold Land: If the Lessee fails to utilise any portion of the Demised Land within a period of 36 (thirty six) monthsfrom the Effective Date and if the Lessee cannot satisfy the Lessor of any immediate plans for utilization of the said unutilized land then the Lessor shall serve a notice in writing calling upon the Lessee to cure the defect within 30 (thirty) days from the date of notice, and the lease shall be terminated with 15 days notice and the Lessor shall exercise the right of re-entry upon such termination into the Demised, and the Lessee shall deliver peaceful vacant possession of the Demised Land free from all encumbrances together with all improvements, if any, done thereto without prejudice to any other rights of the Lessor entitled in law, and/or







- 13.6 Discontinuance of Business: If it is found by the Lessor that the Lessee has closed or has discontinued business from the said Demised Land for a continuous period of 1(One) year, then the Lessor shall call upon the Lessee to show cause within 15 (fifteen) days by a notice in writing. In case the reasons shown by the Lessee are found satisfactory to the Lessor, the Lessor may allow extension of time as deemed fit by the Lessor. Otherwise, the Lessor may cancel the allotment and lease and forfeit 15% (fifteen percent) of the Lease Premium.
- 13.7 Transfer of the Demised Land to Third Party: If the Lessee is found to have transferred or assigned the Demised Land to any third party in contravention of the terms contained hereinbefore, the Lessor shall cancel the allotment with 15 days notice and forfeit the amount of Lease Premium paid by the Lessee against the said Demised Land and the third party will be immediately evicted from the Demised Land, and the Lessee shall deliver peaceful vacant possession of the Demised Land free from all encumbrances together with all improvements, if any, done thereto without prejudice to any other rights of the Lessor entitled in law, and/or
- 13.8 Failure to Maintain Good Labour Practices: If the Lessee fails to maintain good labour practices and operates in contravention of the labour laws in force, the Lessor after giving notice in writing to the Lessee for curing such defect within 30 days (Cure Period) and in case of failure to rectify such defect by the Lessee, the lease shall be terminated with 15 days notice and 25% (twenty-five percent) of the Lease Premium shall be forfeited by the Lessor, and the Lessee shall deliver peaceful vacant possession of the Demised Land free from all encumbrances together with all improvements, if any, done thereto without prejudice to any other rights of the Lessor entitled in law, and/or
- 13.9 Failure to Pay O&M Charges: If the Lessee fails to pay the O&M charges for a period of 3 (three) consecutive months, the Lessor shall call upon the Lessee to cure such defect within 30 (thirty) days from the date of notice in writing failing which, the Lessor shall terminate the lease with 15 days notice and refund the Lease Premium after deducting 10% (ten percent) of the Lease Premium and the O&M arrears charges and take possession of the Demised Land free from all encumbrances from the Lessee, and/or
- 13.10 Maintenance of Common Area: If the Lessee fails to pay on the fixed dates for a period of 3 consecutive months then the Lessor shall serve a notice in writing calling upon the Lessee to cure the defect within 30 (thirty) days from the date of notice, failing which the Lessor shall cancel the lease with 15 days notice and refund the premium amount deposited for land, after deducting 10% premium amount and take possession of the Demised Land free from all encumbrances in such a manner as is permissible under law, and/or
- 13.11 Use of Common Area: In case it is found by the Lessor that the Lessee is causing such unauthorized use of area outside the Demised Land then the Lessor shall after giving notice in writing to cure the defect within 30 (thirty) days from the date of notice, failing which the Lessor shall be entitled to claim/forfeit 400% (four hundred percent) of the existing rent and shall also be entitled to confiscate the goods, and/or
- 13.12 Failure to comply with the Rehabilitation and Resettlement/Corporate Social Responsibility Obligations: Lessee to achieve, perform or complete the Rehabilitation and Resettlement Obligations formulated by WBIDC, as applicable, and /or Corporate Social Responsibility provided under central and state laws and amended from time to time, then the Lessor shall serve a notice in writing calling upon the Lessee to cure the defect within 30 (thirty) days from the date of notice, failing which the Lessor shall cancel the lease with 15 days notice, and/or





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13.13 Breach of Obligations, Covenants, Terms and Conditions: Save and except the period of notice of cure as specifically mentioned hereinbefore and contained, for breach of any obligations, covenants, general terms and conditions mentioned herein on the part of the Lessee, the Lessor shall call upon the Lessee to rectify and remedy the same within 30 (thirty) days from the date of receipt of such notice. If the required rectification or remedial measures are not carried out within the given period the Lessor shall have the right to terminate the lease with 15 days notice and to enter into the Demised Land and to take possession of the Demised Land free from all encumbrances and thereupon the Lease shall forthwith stand determined but not otherwise withoutprejudice to any right of the Lessor in respect of the antecedent breach.

14. Miscellaneous:

14.1. Order

It is hereby agreed by the Lessor and the Lessee that the decision of the of the Lessor represented by the Managing Director or any other officer or Body or Agency on behalf of the Lessor as authorized in that behalf in the matter of breach of any of the obligations, covenants, terms and conditions mentioned herein on the part of the Lessee shall be final and binding and shall not be called into question by the Lessee in any manner whatsoever.

14.2. Dispute Resolution

In case any of the parties are not satisfied or is aggrieved by the order/decision of the Managing Director of the Lessor, then such dispute shall be referred to arbitration to an arbitration panel of three Arbitrators. Each side will appoint its own Arbitrator and two Arbitrators so appointed shall further appoint the third Arbitrator. The decision taken by the Arbitrator shall be final and binding upon the parties. The Arbitration proceedings, award, enforcement shall be governed by the provisions of the Arbitration & Conciliation Act 1996 and the place of Arbitration will be in Kolkata only.

14.3. Alteration

The Lessor may amend, alter, revise, change, modify any terms and clauses herein set forth as may be mutually agreed and be thereafter be made by a registered deed between the parties.

14.4. Service of notice

Notices under this Agreement shall be served by messengers or registered posts/speed posts at the addresses of the parties mentioned in clause 3.1 and 3.2 above, unless the address is changed by intimation in writing. Such service shall be deemed to have been effected on the 4th day of handing over of the notice to postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the parties and if delivered by hand, on the date of such delivery.

14.5. Severability

The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provisions hereof shall in no way affect the validity or enforcement of any other provisions or any part thereof. Notwithstanding the foregoing, the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provisions, achieving as nearly as possible the same commercial effect, to be substituted for the provisions so found to be void or unenforceable.







14.6. Further Assurance

Each party shall do and execute and perform all such further deeds, documents, assurances, acts and things as may reasonably require to give effect to the terms of this Agreement.

14.7. Governing Provision

This Agreement and the relationship between the parties hereto shall be governed by and interpreted in accordance with the laws of India.

14.8. Indemnification:

Lessee hereby undertakes to indemnify and hold harmless the Lessor, its officials, employees, personnel, directors, representatives, against any costs, claims, demands, penalties, losses or damages whatsoever that may be occasioned as a result of breach of the terms and conditions, warranties, covenants and obligations contained in this Lease Deed by the Lessee. Without affecting the generality of the above, all liability for personal injury and/or loss to third parties caused by the activities of the Lessee on the Demised Land or in relation to this Lease Deed shall be the responsibility of the Lessee and the Lessor shall have no liability whatsoever in this regard. The Lessee agrees to indemnify and keep indemnified the Lessor from all actions, losses, claims, damages or any other like nature the Lessor may suffer from claims filed against the Lessor by such third parties arising out of personal injury and loss caused to such third party due to the activities related to implementation of the Project by the Lessee on the Demised Land and/ or in relation to this Lease Deed.

14.9. Force Majeure:

If either the Lessee or the Lessor's (hereinafter referred to as the "Affected Party") performance of any of its obligations hereunder is prevented, restricted or interfered as a result of a fire, storm, tempest, flood, earthquake, act of God, or war (not due to any act, neglect, default of the Affected Party) which is beyond the reasonable control of the Affected Party (each such event is hereinafter referred to as a "Force Majeure Event"), then such Affected Party shall give notice (hereinafter referred to as the "Force Majeure Notice") to the other Party of any such Force Majeure Event including a description in reasonable detail of the Force Majeure Event as soon as reasonably practicable, but Lessor than 7 (seven) days on which the Affected Party-knew or should have reasonably known the commencement of the Force Majeure Event. As long as the Affected Party continues to be affected by the Force Majeure Event, such Affected Party shall provide the other Party with a written report atleast on a fortnightly basis. The Affected Party shall be excused from such performance to the extent of such prevention, restriction or interference provided however that such Party shall give Force Majeure Notice and shall use reasonable efforts to mitigate and remove such cause of non-performance and shall continue performance hereof whenever such Force Majeure Events are removed. If the Force Majeure Event continues for a period of 180 days and as a result of which, the Project becomes unviable or it cannot be implemented, then the Parties shall meet and assess the Force Majeure Event and its impact on the Project. If due to the Force Majeure Event the implementation of the Project has become impossible or unviable, then the Parties shall evaluate if the Demised Land can be used for any other public purpose. If the Parties do not come to a mutual decision on the use of Demised Land for an alternative public purpose, then the Lessor shall be entitled to terminate the lease forthwith by giving prior written notice of 90 daystothe Lessee. Upon such termination the Demised Land shall revert back to the Lessor and the Lessee shall hand over the vacant free possession of the Demised Land free from all encumbrances simultaneously on receipt of the lease premium subject to the deductions as detailed mentioned herein above.





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14.10. Covenants to be in Full Force:

Each of the Lessee's covenants shall remain in full force both at law and in equity notwithstanding that the Lessor shall have waived or released temporarily any such covenant or waived or released temporarily or permanently revocable or irrevocable similar covenant or covenants affecting any other parts of the Demised Land.

14.11. Only Specific Rights:

The only rights granted to the Lessee shall be those expressly set out in this Lease and such further ancillary rights that arise under the general law or by any necessary implication and the Lessee shall not by virtue of this Lease be deemed to have acquired or entitled to and the Lessee shall not during the term acquire or become entitled to by any means whatsoever to any easements from or over or affecting any other land or the Land.

14.12. Non-Cumulative:

Each of the remedies of the Lessor mentioned in this Lease Deed (including without limitation early termination of the Lease or the revocation of the Performance Bank Guarantees) are non-cumulative and can be exercised jointly or severally at the option of the Lessor.

14.13. Compulsory Registration:

It is agreed and recorded that this Lease Deed shall be compulsorily registered and costs, charges and expenses on account of stamp duty and registration charges shall be borne by the Lessee exclusively.

14.14. Legal Costs:

In case of any dispute or litigation arising in relation to the Land, and/ or this Lease Deed, whether initiated by the Parties hereto or any other third party, the Parties shall be responsible to take all actions to defend its rights and bear their own costs and expenses in relation thereto including without limitation costs relation to litigation, attorney fee and court fees.

14.15. No Waiver:

Save and except as expressly provided in this Lease Deed, no exercise, or failure to exercise, or delay in exercising any right, power, or remedy vested in any Party under or pursuant to this Lease Deed shall constitute a waiver by that Party of that or any other right, power, or remedy. The rights and remedies provided by this Lease Deed are cumulative and are not exclusive of any rights or remedies provided at law or in equity. Parties shall at all times be strictly bound by the express provisions of this Agreement.

14.16. Entire Agreement:

This Lease Deed constitutes the entire agreement between the Parties hereto with respect to the matters dealt with therein and supersedes any previous oral, written or implied agreements between the Parties hereto in relation to such matters.

14.17. No Amendment or Modification:

No amendment or modification to this Lease Deed shall be valid and effective unless agreed to by the Parties hereto and evidenced in writing. Notwithstanding the terms of any other provision of this Lease Deed, it shall not be a breach of this Lease Deed if any amendment, supplement or modification to any provision of this Lease Deed requires ratification by law.







14.18. Additional Documents:

At all times after the date hereof, the Parties shall execute all such documents and do such acts, deeds and things as may reasonably be required for the purpose of giving full effect to the provisions of this Lease Deed.

1st Schedule

Part - I

(Project Land)

Land measuring 306.96 Acre comprised within MouzasDebhog, Sovarampur, Tetulberia under Police Station Bhabanipur District: Purba Medinipur

Part - II

(Demised Land)

Plot/Plot bearing No. "L 11" measuring about 15.18 acres of uncontiginious land out of land total admeasyring about 20 acres comprising Dag No. 207,208,209,463,468,471,472,474,475,476,478,479,481,(all full),199,206,351,435,438,439,447,462,464,465,467,469,470,477,482,541,543,552,553, 641,642,643,644, 645, 646,647,3526 (all in part)in Mouza Debhog under Police Station Bhabanipur District: Purba Medinipurmore or less being butted and bounded as detailed below and also marked with red in the map attached herewith together with the proportionate and undivided share in the common areas.

On the North : Dag No : 347,210,205 Etc.

On the East : Dag No :539,540,541,543,3526,483 Etc.

On the South : Dag No: 640,3544 etc.
On the West : Emami Existing Plant







Sl.No	LR Dag NO	Area in acre	Part/Full
1	199	0.38	Part
2	206	0.37	Part
3	207	0.10	Full
4	208	0.33	Full
5	209	0.96	Full
6	351	0.60	Part
7	435	0.00	Part
8	438	0.06	Part
9	439	0.02	Part
10	447	0.01	Part
11	462	0.32	Part
12	463	0.74	Full
13	464	2.73	Part
14	465	1.28	Part
15	467	0.98	Part
16	468	0.70	Full
17	469	0.37	Part
18	470	0.10	Part
19	471	0.29	Full
20	472	0.16	Full
21	474	0.04	Full
22	475	0.31	Full
23	476	0.74	Full
24	477	0.07	Part
25	478	0.13	Full
26	479	0.74	Full
27	481	0.23	Full
28	482	0.20	Part
29	541	0.07	Part
30	543	0.01	Part
31	552	0.76	Part
32	553	0.28	Part
33	641	0.05	Part
34	642	0.09	Part
35	643	0.06	Part
36	644	0.16	Part
37	645	0.46	Part
38	646	0.23	Part
39	64.7	0.01	Part
40	3526	0.07	Part







2nd Schedule (Project Plan)

(Project Plan and Milestones)

I. Project Plan:

The project plan should specify clearly each product capacity and list of plants within the project including but not limited to raw materials and finished products handling and storage and ancillary and auxiliary facilities. The Project Plan must cover the entire land for which possession has already been delivered.

As per market demand of edible oil products, Emami Agrotech intends to expand the existing capacity of edible oil further with additional infrastructural facilities at a project cost of Rs. 425 crore. About 20 acres of land is further required for the above proposed expansion adjacent & east side of existing oil refinery at Haldia.

The proposed expansion encompasses the following units for which the additional land is required:

- i) Edible oil process plant (1500 MT per day)
- ii) Soya processing unit (1000 MT per day)
- iii) Storage facilities
- iv) State of the Art warehouse
- v) Necessary utilities/ancillaries
- vi) Other infrastructure development
- vii) Internal road/drains etc
- viii) Green belt development at 33% of the total area

3rd Schedule

(Milestones)

2. Milestones:

Milestone	Activity	Milestone(s) initiationDate	Milestone(s) completionDate
1 st Milestone	Land development and construction of boundary walls / fencing	January-2019	March-2019
2 nd Milestone	Sanction of building plans	April-2019	May-2019
3 rd Milestone	Erection of sheds and workshopsincluding internal roads and drainage system	February-2019	September-2019
4 th Milestone	Achievement of financial closure for the project defined in Project Plan	January-2019	December-2019
5 th Milestone	Placement of order for plant and equipments	January-2019	September-2019
6 th Milestone	Installation and commissioning of plant and equipment's	January-2019	October 2019
7 th Milestone	Trial production of main products	October 2019	November 2019
8 th Milestone	Start of commercial production of products as per Project Plan	April 2020	April 2020



Note: D: Date of Possession.





4th Schedule

(R & R)

Rehabilitation and Resettlement Obligations as may be formulated by Central Govt, State Govt and WBDIC, as applicable, as amended from time to time and Corporate Social Responsibility provided under central and state laws and amended from time to time

3. Execution and delivery

In Witness Whereof the Parties hereto have executed this lease on the date mentioned above.

SIGNED SEALED AND DELIVERED

By West Bengal Industrial Development Corporation Ltd at "Protiti", 23, Abanindranath Thakur Sarani (Camac Street) Kolkata 700 017 in the presence of

WITNESSESS

1. Sourar PAL
23, Corrae Steet, Kol-17
Slo Litan Pal
2. Luno Clak ralody
Slo but yer Chak ralody
Emani Agroteck Ltd.
Del hog, Haldia.

Advisor (Projects) West Bengal Industrial Development Corporation Ltd. 23, Abanindranath Tagore Sarani

Kolkata - 700 017

LESSOR

EMAMI AGROTECH LIMITED

Company Secretary

LESSEE

SIGNED SEALED AND DELIVERED

By M/s EmamiAgrotechLtd in the presence of

WITNESSESS

1. Souran RA Sp - Litan Pat 23, Carrae Steet, Kd-17

2. Levro Chah valory S/O Jalyen Chak valory Emani Agrotech Ltd. Del hog, Haldia.





Receipt and Memo of Consideration

Received from the Lessee named above the within mentioned sum of Rs. 26,07,20,000 (Rupees Twenty Six Crore Seven Lakh Twenty Thousand) for entire 20 acres vide cheque No – 576797 drawn on ICICI Bank, since the lease deed is for 15.18 acres of land, it comes to Rs 19,78,86,480/- (Rupees Nineteen Crores Seventy Eight Lakhs Eighty Six Thousand Four hundred Eighty Only) as a proportionate only towards Lease Premium for Lease of the Demised Land described in the 1stSchedule above vide schedules on dates mentioned below.

DATE	CHEQUE NO.	DRAWN ON	AMOUNT (in Rs)
Received amount on diverse date	576797	ICICI Bank	19,78,86,480/-

Deefted by Sourendra North Jana / Deed Writer)

A. D. S. R Office - Sutshide
Licence No - 1407/65-09

ASOK GHOSH, WBA & AS
Advisor (Projects)
West Bengal Industrial Development
Corporation Ltd.
'Protiti'
23, Abanindranath Tagore Sarani
Kolkala - 700 017

WBIDC LIMITED LESSOR

WITNESSES

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Advisor (Projects)
West Bengal Industrial Development
Corporation Ltd.
'Protiti'
23, Abanindranath Tagore Sarani
Kolkata - 700 017

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Photograph & Signature

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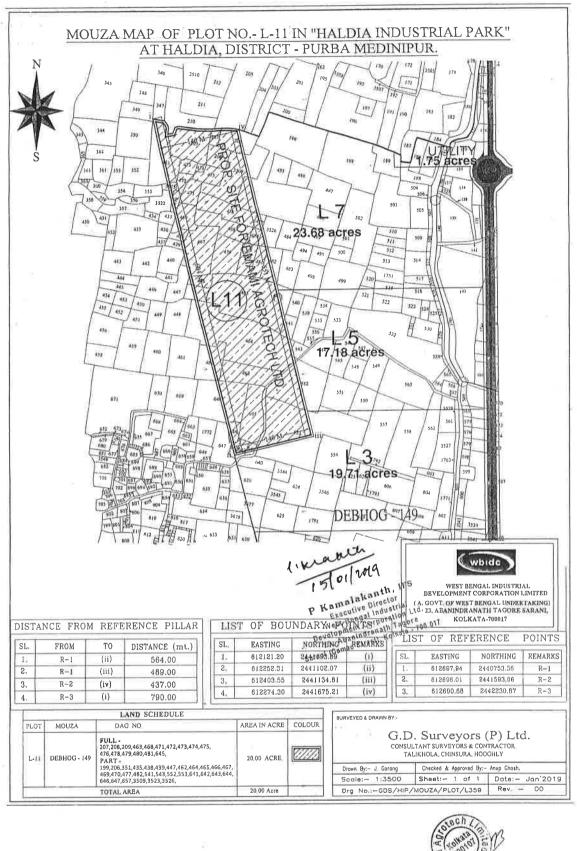


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Company Secretary







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ASOK CHOSH ABA & AS
Advisor (Projects)
West Gengal Industrial Development
Corporation Ltd.

'Protiti'

23, Abanindranath Tagore Sarani Kolkata - 700 017 EMAMI AGROTECH LIMITED

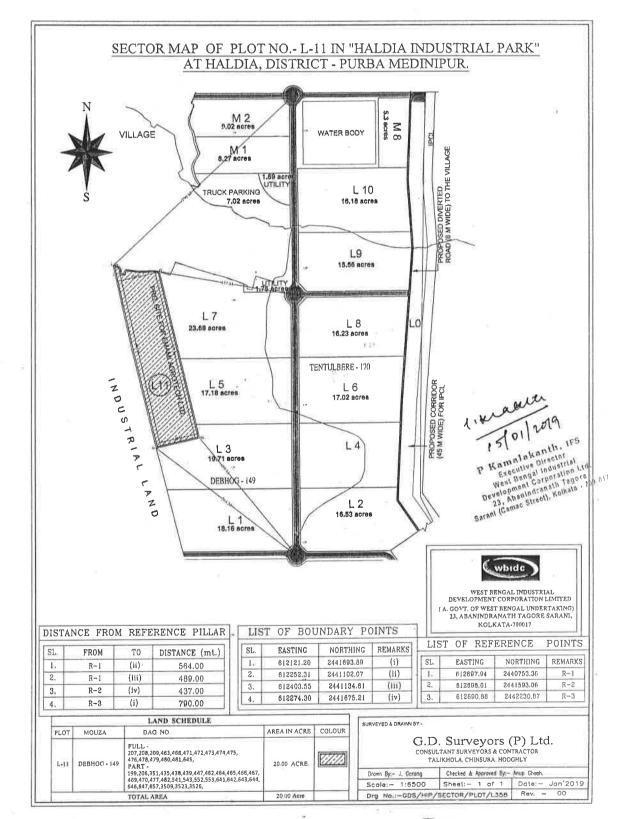
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23, Abanindranath Tagore Sarani
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EMAMI AGROTECH LIMITED

Company Secretary





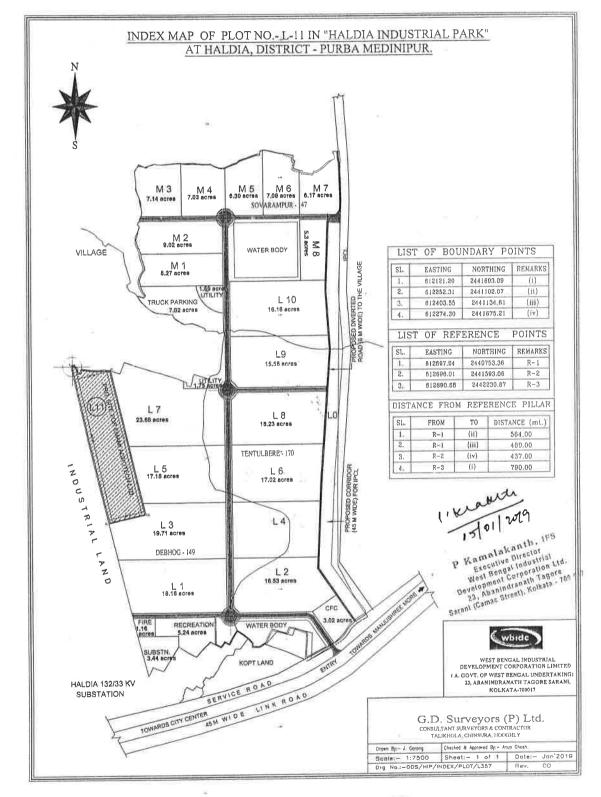
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Company Secretary







ञायकर विभाग

EMAMI AGROTECH LIMITED

18/04/2002

AABCN7953M

भारत संस्कार GOVT. OF INDIA

हारे कार्ज के धर्म में १ माने पर कृष्णा सुनित कहें 7 जी हुए आवार के परिता हुआहें एपएस थी एस इसी मेजिस मानी स्टारिया प्रतास्त कुछा, यो च १४४७ हुछ प्रीकल पार्टीयों प्रतास्त प्रतास्त प्रतास्त पुणे = 411 एक्ट

With eard to har a concerne's fost earst is found, please inform a return to Uni, NSIB, Millson, Martin Stelling.

Fig. No. 341, Survey No. 9778,

Fig. No. 341, Survey No. 978,

Fig. 9120, 7271, 8080, Fax. 91, 20, 3721, 8081,

e-mail: Uninfo@iscul.co.fin

EMAMI AGROTECH LIMITED

Company Secretary

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99 Year	Percentage	Amount	7590
1	0%	0	7590
2	0%	. 0	7590
3	0%	0	7590
4	0%	0	7590
5	0%	0	7590
6	10%	759	8349
7	10%	759	8349
8	10%	759	8349
9	10%	759	8349
10	10%	759	8349
11	10%	835	9184
12	10%	835	9184
13	10%	_835	9184
		835	9184
14	10%	835	9184
15	10%		1.0102
16	10%	918	10102
17	10%	918	
18	10%	918	10102
19	10%	918	10102
20	10%	918	10102
21	10%	1010	11112
2.2	10%	1010	11112
23	10%	1010	11112
24	10%	1010	11112
25	10%	1010	11112
26	10%	1111	12223
27	10%	1111	12223
28	10%	1111	12223
29	10%	1111	12223
30	10%	1111	12223
31	10%	1222	13445
32	10%	1222	13445
33	10%	1222	13445
34	10%	1222	13445
35	10%	1222	13445
36	10%	1345	14790
37	10%	1345	14790
38	10%	1345	14790
39	10%	1345	14790
40	10%	1345	14790
41	10%	1479	16269
42	10%	1479	16269
43	10%	1479	16269
44	10%	1479	1626
45	10%	1479	1626
46	10%	1627	1789
47	10%	1627	1789
48	10%	1627	1789
49	10%	1627	1789
50	10%	1627	1789
50	1-50 year Tota		604800

99 Year	Percentage	Amount	17896
51	10%	1790	19686
52	10%	1790	19686
53	10%	1790	19686
54	10%	1790	19686
55	10%	1790	19686
56	10%	1969	21655
57	10%	1969	21655
58	10%	1969	21655
59	10%	1969	21655
60	10%	1969	21655
61	10%	2166	23821
62	10%	2166	23821
63	10%	2166	23821
64	10%	2166	23821
65	10%	2166	23821
66	10%	2382	26203
67	10%	2382	26203
68	10%	2382	2.6203
69	10%	2382	*26203
70	10%	2382	26203
7.1	10%	2620	28823
72	10%	2620	28823
73	10%	2620	28823
74	10%	2620	28823
	10%	2620	28823
75	10%	2882	31705
76	10%	2882	31705
77	10%	2882	31705
78	10%	2882	31705
79		2882	31705
80	10%	3171	34876
81	10%		34876
82	10%	3171	
83	10%	3171	34876
84	10%	3171	34876
85	10%	3171	34876 38364
86	10%	3488	
87	10%	3488	38364 38364
88	10%	3488	
89	10%	3488	38364
90	10%	3488	38364
91	10%	3836	42200
92	10%	3836	42200
93	10%	3836	42200
94	10%	3836	42200
95	10%	3836	42200
96	10%	4220	46420
97	10%	4220	46420
98	10%	4220	4642.0
99	10%	4220	46420

Synopsis Report				
1-50 year Total	604800			
51-99 year Total	1522344			
GRAND TOTAL	2127144			

Avg. Framal Rent 21 486 =



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

GRN:

19-201920-009531477-1

Payment Mode

Online Payment

GRN Date: 18/11/2019 18:53:15

Bank:

State Bank of India

BRN:

CKL3131478

BRN Date:

18/11/2019 18:58:26

DEPOSITOR'S DETAILS

Id No.: 11060001713555/10/2019

[Query No./Query Year]

Name:

EMAMI AGROTECH LTD

Contact No.:

3366136264

Mobile No.:

+91 9836322440

E-mail:

nray@emamiagrotech.com

Address:

687 Anandápur EM Bypass Kolkata700107

Applicant Name

Mr Sourendra Nath Jana

Office Name:

Office Address:

Status of Depositor:

Deed Writer

Purpose of payment / Remarks:

Lease, Lease Payment No 10

PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	11060001713555/10/2019	Property Registration- Stamp duty	0030-02-103-003-02	13850931
2	11060001713555/10/2019	Property Registration-Registration Fees	0030-03-104-001-16	1979302

Total

15830233

In Words:

Rupees One Crore Fifty Eight Lakh Thirty Thousand Two Hundred Thirty Three only



2 6 NOV 2019



Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue OFFICE OF THE A.D.S.R. SUTAHATA, District Name:Purba Midnapore Signature / LTI Sheet of Query No/Year 11060001713555/2019

Signature of the Person(s) admitting the Execution at Private Residence

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with	
1	Mr Asok Ghosh Protiti, 23, Abanindranath Tagore Sarani, P.O:- Camac Street, P.S:- Shakespear Sarani, District:-South 24- Parganas, West Bengal, India, PIN - 700017	Represent ative of Lessor [WEST BENGAL INDUSTRI AL DEVELOP MENT CORPOR ATION LIMITED]			ASOK GHOSH, WEN & ASOM Advisor (Projects) West Bengal Industrial Development Corporation Ltd.	
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date	
2	Mr Kailash Chandra Panda 687 Anandapur, EM Bypass, P.O:- Anandapur, P.S:- Kasba, District:-South 24- Parganas, West Bengal, India, PIN - 700107	Represent ative of Lessee [EMAMI AGROTE CH LIMITED]	- Table 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1		ECH LIMITED	
			- M. J		MI AGROTE	

Query No:-11060001713555/2019, 26/11/2019 02:24:03 PM SUTAHATA (A.D.S.R.)

Page 2 of

Page 3 of 5

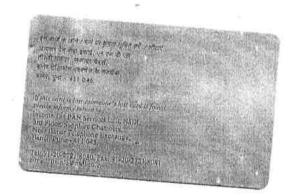


SI No.	Name and Address of identifier	ldentifier of	Photo	Finger Print	Signature with
i i	Mr Subhendu Samanta Son of Mr Bankim Bihari Samanta Karak, P.O:- Kalyanpur, P.S:- Nandakumar, District:-Purba Midnapore, West Bengal, India, PIN -	Mr Asok Ghosh, Mr Kailash Chandra Panda			Senowla 2019

(Soumyajit Mukherjee)
ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
SUTAHATA
Purba Midnapore, West
Bengal







EMAMI AGROTECH LIMITED

Cômpany Secretary

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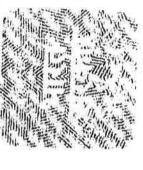
03072007

INCOME TAX DEPARTMENT आयकर विभाग

WEST BENGAL INDUSTRIAL



मारत सरकार GOVT. OF INDIA



DEVELOPMENT CORPORATION

Permanent Account Number

06/01/1967

LIMITED

ASOK GHOSH WBA & AS Advisor (Projects) West Bengal Industrial Development Corporation Ltd.

23, Abanindranath Tagore Sarani Kolkata - 700 017

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ভারত সরকার Government of India



য়ভেদু সামৱ Subhendu Samanta শিভা : বছিদ যিহাটি দামৱ Father : Bankim Behari Samanta জন্মভাবিশ / DOB : 24/03/1984 দুমৰ / Male



9959 6399 9742

আধার – সাধারণ মানুষের অধিকার



ভারতীয় বিশিষ্ট পরিচ্য গুণ্ডজরুল Unique Identification Authority of India

ঠिए नाः कंएक, कसक, मूर्व (मिनीशृह, कलासपूर, शक्तिम वज्र, 721632

Address: KARAK, Karak, Purba Medinipur, Kalyanpur, Weal Bangal, 721832

9959 6399 9742



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www.uldal.gov.in

Subshen Dy Samonla