

Ref. No-

Date- June 8, 2007

To

The Director

Emami Biotech Pvt. Ltd

J.L.No-149, HPL Link Road

Deghog, Bhabanipur

Haldia, Purba Medinipur.

Pin-721657


Dear Sir

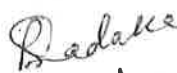
Sub. : - Issuance of Certified copy of Land Deed.

This has with reference to the subject mentioned above, and discussion you had with us in this regard this is to inform you that due to some procedural reason the original deed document of Emami biotech Pvt. Ltd. land will be issued to you within next three month, however we are issuing you the certified true copy of the land deed which is already has been registered on 31/05/07 and all the registration charges / govt. fee has been deposited, this certified true copy can be used for the purpose of mortgaging the land to any bank or financial institution.

Thanking You

Yours faithfully,

Q- 
8/6/07
Sd/-, Sub-Registrar
Purba Medinipur


17/8/07




अभिधायक पश्चिम बंगाल WEST BENGAL

02AA 798048

NO - 2480/07
 Stamp Rs 5000.00
 8868 - 1462, 150.00
 1467, 150.00

	0. R.P.
	200
	630
	800
	20.00
C.F -	10.00
X - C -	17.25
C.P -	20.00
	<hr/> 87.25
Bilal Khandagale	
4550/966	
5.6.07	


 Mr. D. K. Bhattacharya
 District Collector
 7.6.07

2621

F2 1805-2461



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 353439

V.C. No. 215/2007

17/250/01

9/17/50/01

P-1.A. 15/01

admissible under Rule 81 and

under Section 412 of the W.B.

A.K. for the purpose of

under the provisions of 1899

Schedule I, No. 2

A-230347

A-230347

Addl. Dist. Sub-Registrar
Sutahata, Purba MedinipurAddl. Dist. Sub-Registrar
Sutahata, Purba Medinipur

31 MAY 2007

Addl. Dist. Sub-Registrar
Sutahata, Purba Medinipur

31 MAY 2007

THIS INDENTURE of lease made this 24th day of

May

Two Thousand Seven between the

1 - JUN 2007

GOVERNOR OF THE STATE OF WEST BENGAL, REPRESENTED BY THE
SPECIAL OFFICER, URBAN DEVELOPMENT (T & CP) DEPARTMENT,
GOVERNMENT OF WEST BENGAL & CHIEF EXECUTIVE OFFICER of
HALDIA DEVELOPMENT AUTHORITY hereinafter referred as "The
Authority", a statutory body constituted under the West Bengal Town & Country
(Planning & Development) Act, 1979 (West Bengal Act XIII of 1979) having its
office in the 2nd floor of the Super Market Building at Durgachak, Haldia, Purba
Medinipur, hereinafter referred as the "Lessor" (which expression shall unless
excluded by or repugnant to the subject or context means & includes its successor
or successor in interest) of the ONE PART



Suman Kumar W. Mandal
EMAMI BIOTECH PRIVATE LIMITED

Contd...P-2

Director



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

A 353410

-(2)-

AND

EMAMI BIOTECH PRIVATE LIMITED, a company registered under the Indian Companies Act 1956 (No. 1 of 1956) bearing Incorporation No. U 24233 WB 2002 PTC 94530, dated 18th day of April, 2002, having its registered office at 6A, SIR R.N. MUKHERJEE ROAD, KOLKATA- 700 001 hereinafter called the "LESSEE" (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 OTHER PART.

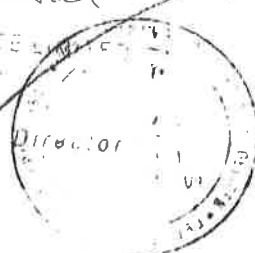
Contd...P/3



Shriperu W. Herdal

EMAMI BIOTECH

24





पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 353411

-(3)-

WHEREAS the Lessee applied to the Lessor for a lease for the purpose of building for **BIO-DIESEL PLANT** at Haldia hereinafter 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. 1,78,04,500** (Rupees One Crore seventy eight lakh four thousand five hundred) 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 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 doth hereby grant and demise unto the Lessee.



Sunjeev Kumar Mondal
EMAMI BIOTECH PRIVATE LIMITED Contd... P/4

24

Director

URBAN DEVELOPMENT



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 353442

-(4)-

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.

THE SCHEDULE ABOVE REFERRED TO PART-I

Particulars of the Holding

1. District : Purba Medinipur
2. Name of Mouza : Debhög
3. J.L.No. : 149
4. Plot Numbers(specified with C.S. No. or R.S. No.) : Annexed with Annexure-I
5. Area of plots : 25.435 Acre
6. Name of Police Station : Bhabanipur (formerly P.S. Sutahata)
7. Name of the office of the Sub-Registrar (ADSR), Sutahata (formerly P.S. Sutahata)

Contd...P/5



Suntram M. Mandal
EMAMI BIOTECH PRIVATE LIMITED

24

Director

URBAN DEVELOPMENT



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 353443

-(5)-

BOUNDARIES OF THE PLOT

North by	Private Land
East by	H.D.A. Land
South by	H.D.A. Land
West by	H.D.A. Land & Road

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

Contd...P/6



Swapan W Mondal
EMAMI BIOTECH PRIVATE LIMITED

24

Director

URBAN DEVELOPMENT

-(6)-

PART-II

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 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. ✓

Swapan W. Mondal

Contd...P/7

24



↖

-(7)-

5. Should the Lessee duly and faithfully observe and fulfil 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, LIC, UTI, ICICI, IDBI, IFCI, SFC and such other non-bank financial institutions as may be prescribed by the Lessor, provided that in case of mortgage or charge of 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 /

Swapan K. Mandal Contd...P/8
EMAMI BIOTECH PRIVATE LIMITED

24

Director



- (8) -

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 registrars 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, covenants and conditions herein contained to be observed, fulfilled and performed on the part of the Lessee..

7. 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 authorized 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

Swapnil M. Karal
EMAMI BIOTECH PRIVATE LIMITED

24

Contd...P/9

Director



-(9)-

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 authorized 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 waster 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 Govt/Haldia Development Authority or other competent authority in this regard.

Swapan W. Mandal
EMAMI BIOTECH PRIVATE LIMITED

Contd...P/10

Director



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.

(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.

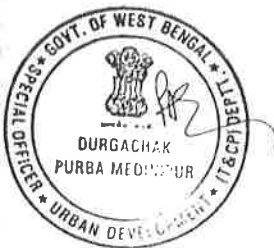
9. The Lessee shall pay and discharge all existing and future rates, taxes and assessments, duties, impositions, outgoings and burdens whatsoever assessed, charged or imposed upon the demised land or upon the owner or occupier thereof or payable by either in respect thereof.

10. The Lessee shall preserve intact the boundaries of the holding and will keep them well demarcated according to the requisition from time to time as may be made by the Lessor or any Officer authorized in that behalf and shall point them out when required by the Lessor or any officer authorized in that behalf. The Lessor or any officer authorized 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 (T&CP) Department, Government of West Bengal or any officer authorized in that behalf.

Santosh W. Dandekar
EMAMI BIOTECH PRIVATE LIMITED

29
Director

Contd...P/11



- (11) -

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.

Swapan Kumar Kundu
EMAMI BIOTECH PRIVATE LIMITED

Contd....P/12

24

Director



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 tranquility 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 authorized 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 authorized in that behalf by the State Government.

Swapan M. Mandal.
EMAMI BIOTECH PRIVATE LIMITED

24

Director

Contd..P/13



18. The Lessee shall permit the Lessor or its officers authorized in that behalf, on 24 hours notice, at all reasonable time during the erection of the buildings and subsequent thereto, to enter upon the demised premises to 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.
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 unpaid 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 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.

Swapan K. Mandal.
EMAMI BIOTECH PRIVATE LIMITED

Contd...P/14

Director



- (14) -

21. Should the Lessee fail and neglect to start construction of the factory within 6 (six) months and complete erection and construction 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 reenter into the demised premises or a operation thereof in the same of the whole, or current price of the land be charged.
22. Should the said land at any time thereafter cease for a period of 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 reenter 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 the 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.

Swapan K. Mandal
EMANI BIO TECH Private Limited

25
- Director

Contd...P/15



23. On taking such possession the State Government may sell or otherwise deal with the said land and buildings at 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 of 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 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.
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 of 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 thereof within 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.

Swapan Kumar
EMAMI BIOTECH PRIVATE LIMITED

24

Contd...P/16

Director



IN WITNESS WHEREOF THE parties these presents have hereunto set and
subscribed their respective hands and affixed official stamp on this day

24/05/2007

Signed sealed and delivered by-

SPECIAL OFFICER,
URBAN DEVELOPMENT (T & CP) department &
CHIEF EXECUTIVE OFFICER,
HALDIA DEVELOPMENT AUTHORITY

Chief Executive Officer
HALDIA DEVELOPMENT AUTHORITY

For and on behalf of the Governor
of the State of West Bengal as Lessor

In the presence of:

First Witness

Asst. Executive Officer
HALDIA DEVELOPMENT AUTHORITY

Second Witness

B. Choudhary
Co-ordinator (Land Matters)
Haldia Development Authority

Signed by

EMAMI BIOTECH PRIVATE LIMITED

(Swapna K. Mondal)
Director

In the presence of:

Rakish K. Gupta
(Rakish K. Gupta)
Bhajnath Chak (New Town)
P.O. Haldia Port, Dist - Purba Medinipur (W.P.)
721607

First Witness

Second Witness

Debasish Barua
Dara Krishna Nagar, Batahata,
Haldia, Purba Medinipur
Pin - 721635



ANNEXURE- I

PLOT SHCHEDULE OF 25.435ACRES LAND IN MOUZA DEBHOG, J.L. NO. 149,
P.S. BHABANIPUR (FORMERLY SUTAHATA), DIST.- PURBA MEDINIPUR WHICH IS
HANDLED OVER IN FAVOUR OF EMAMI BIOTECH PVT. LTD. FOR SETTING UP OF
BIO-DIESEL PLANT AT HALDIA.

PLOT NO.	AREA (IN ACRE)	PLOT NO.	AREA (IN ACRE)	PLOT NO.	AREA (IN ACRE)
330P	0.44	B/F	8.64	B/F	21.17
331P	0.16	422	0.11	677P	0.08
332	0.11	423	0.13	678	0.04
343	0.14	424	0.07	679	0.03
344P	0.27	425	0.49	680	0.23
357P	0.08	426	0.58	681	0.16
358	0.34	427	0.17	682	0.15
359P	0.085	428	0.38	683	0.03
360P	0.125	429	0.85	684	0.03
361P	0.19	430	0.60	685	0.11
362P	0.13	431	0.11	686	0.05
363	0.17	432P	0.27	687P	0.07
364	0.05	433P	0.05	688P	0.07
365	0.16	443P	0.30	698P	0.14
366	0.79	444P	0.16	699	0.02
367	0.37	445P	0.19	700P	0.04
368	0.18	451P	0.11	701P	0.005
369	0.11	452	0.19	708P	0.13
370P	0.39	453P	0.17	709	0.02
371P	0.05	454	0.17	710	0.03
375P	0.07	455	0.15	711	0.10
376P	0.11	456	0.74	712	0.03
377P	0.05	457	1.63	713P	0.02
378	0.24	458	0.49	714P	0.04
379P	0.53	459P	0.71	715P	0.07
380	0.24	460P	0.02	716P	0.01
381	0.33	664P	0.07	717P	0.01
382	0.17	665P	0.11	730P	0.04
383	0.70	666P	0.06	731P	0.91
384P	0.42	667	0.52	732	0.38
385P	0.015	668P	0.11	733	0.42
414P	0.25	670P	0.07	734P	0.52
415P	0.24	671P	2.50	735P	0.10
417P	0.005	672	0.03	672/1773	0.03
418P	0.09	673	0.02	684/3549	0.03
419P	0.17	674	0.02	681/3548	0.12
420	0.22	675	0.10	TOTAL	25.435
421	0.45	676	0.08		
C/F	8.64	C/F	21.17		

Swapan W. Mandal.
EMAMI BIOTECH PVT. LTD.

Director



: (18) :-

THUMP IMPRESSION OF
SWAPAN KUMAR MONDAL
FOR

EMAMI BIOTECH PRIVATE LIMITED



LEFT HAND

Swapan K Mondal

1	2	3	4	5

RIGHT HAND

1	2	3	4	5



Checked by

Malayog. Maity
5.6.07

Compared by

Moslemah Khan
5.6.07

EMAMI BIOTECH PRIVATE LIMITED

Swapan K Mondal

Director

(Signature)
5.6.07

DEBHOG J.L.N. 49

DEED N^o 2486

DEBHOG J.L.NO.149

GEONDEB NO.148

DEBHOG J.L.NO.149



ENAMITECH PRIVATE LIMITED

Swapan W. Mondal

Director

AREA HANDED OVER SHOWN THUS



OFFICE OF THE
CHIEF EXECUTIVE OFFICER
HALDIA DEVELOPMENT AUTHORITY

PLAN OF 25.435 ACRES LAND IN MOUZA - DEBHOG J.L. NO-149
(SHEET NO -1) P. S- BHABANIPUR (FORMERLY P.S. SUTAHATA)
DIST- PURBA MEDINIPUR WHICH IS HANDED OVER TO M/S- ENAMITECH
BIOTECH PVT. LTD. FOR SETTING UP OF BIO- DIESEL PLANT AT HALDIA.

		SCALE	JOE NO - 345	DATE
		1 : 3960	DEB NG - HDA/LT - 100	22.05.07
DRAWN BY	CHECKED BY	SIGNED	BY	COUNTERSIGNED BY
	SURVEYOR			
	K.G.O.			
		SPL OFFICER (L/HDA)	AO - HDA	CEO/HDA

Compare Key
Nitya Biswas Key

57.07