

3. Parties:

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 23, Abanindranath Tagore Sarani, Kolkata-700017 hereinafter referred to as the "LESSOR" or "WBIDC" represented by Mr. Asok Ghosh, son of Late B. Ghosh working for gain at WBIDC as in the designation of Advior Project (Plasto Steel Park, Barjora) (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its administrator and/or successors-in-office and/or permitted assigns) of the FIRST PART;

(XPRO INDIA LIMITED), PAN No AAACX0120H a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Barjora-Mejia Road, Post: Ghutgoria, Dist. Bankura, PIN 722 202, West Bengal, India, hereinafter referred to as the "LESSEE" or "Party" XPRO INDIA LIMITED, represented on behalf of XPRO INDIA LIMITED by Shri Himangshu Bakshi PAN: ADAPB4820A resident of GN-40, Aryabhatta Sarani, Bidhannagar, Durgapur - 713 212, Dist. Paschim Bardhaman son of Late Jarilal Bakshi dated of birth 18.01.1956 (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.

Bankura West Bengal कांसक नः 3185 देः णः 261312021
नाम XP80 India 1+d

बाजहान Barfora
थाना Bargora Barda





WBIDC and LESSEE are hereinafter individually referred to as "Party" and collectively as "Parties".

4. 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 "Plasto Steel Park" shall mean the industrial park specially meant for the factories and units for manufacturing, Iron & Steel, Plastics items except Sponge Iron and associated goods/products directly and/or indirectly related to manufacturing of Iron & Steel, items except Sponge Iron.
- 4.4 Allotted Plot shall mean Plot Number Master A, G, F of hosing plot and within the Industrial Park, more specifically demarcated and described in 1st Schedule (Part-II).
- .4.5 Demised Land shall mean Master Plot No A, G, F of housing plot measuring 2.65 (Two Point Six Five) acres forming part of Plasto Steel Park and more fully described in 1st Schedule Part -II.
- 4.6 Letter of Intent shall mean the letter No. PI/XPIL/PSP/11/235 dated 28-04-2009 for 2.58 acres & PI/XPIL/PSP/11/1140 dated 04.07.2011 for additional 0.07 acres of land issued by WBIDC to the Lessee while 2.65 (two point six five) acres of land in Plasto Steel Park at Mouza Ghutgoria JL No 24 & Kadasol JL No. 22 PS Barjora in Bankura District being demised by the present Lease Deed.
- 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.
- 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 & DVC shall mean Damodar Valley Corporation (DVC).







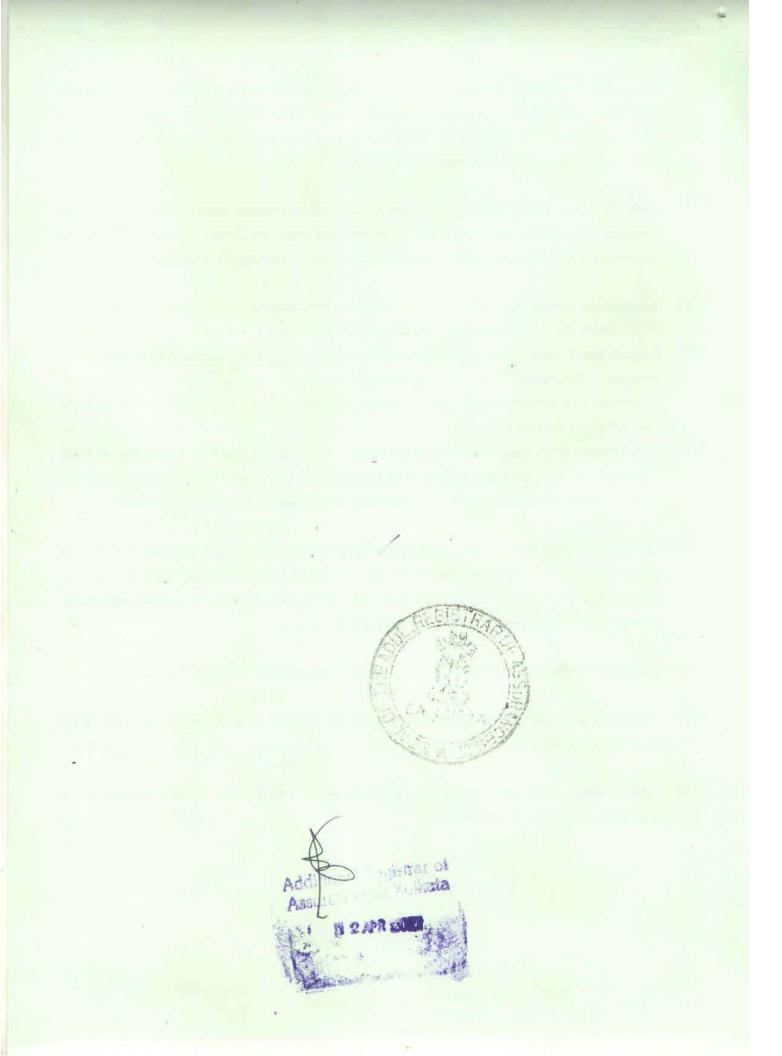


- 4.9 Applicable Laws and Labour Laws shall mean the laws of India and State of West Bengal and all rules, regulations, ordinances, notifications and policies notified and promulgated pursuant thereto and any modifications thereof in force from time to time.
- 4.10 Licenses, Permits, Permissions shall 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 432.29 Acres comprised within Mouzas Kadasole, J.L. No. 22, Ghutgoria, J.L.No. 24 Kadasol JL No. 22 and Namobandh Sitarampur, J.L. No. 25 under P.S. Barjora, District Bankura hereinafter 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 Plasto Steel 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;



"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. 31,24,436.00 (Rupees Thirty One Lakhs Twenty Four Thousand Four Hundred Thirty Six Only) only 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 and reserved, the Lessor both 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 A, G, F of hosing plot measuring 2.65 (Two Point Six Five) acres more or less situated at Plasto Steel Park Phase -I. Barjora Bankura together with the proportionate and undivided share in the common areas, described in the Part-II of the 1st Schedule below (Said Demised Land), lying at Mouza Ghutgoria JL No 24, Kadasol JL No. 22 under police station Barjora, District Bankura described 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

6.1

The Lessor for the purpose of developing, assisting and encouraging growth of steel, plastic, Cement product and printing industries and associated activities in the State formulated a plan to develop and promote Plasto Steel Park at Mouza Kadasole, Ghutgoria and Namobandh Sitarampur under P.S. Barjora District: Bankura on the said land in the name of Plasto Steel Park spread and sub-divided the total land into plots of different sizes and numbers to be leased to different companies intending to set up their units, factories engaged in Steel, Plastic, Cement product, printing and allied activities has handed over the possession of the Project Land free from encumbrances to the Lessor.





Whereas the Collector after acquiring the land measuring 2.65 acre comprised within Mouzas Kadasole and Ghutgoria District: Bankura, 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.

- Steel, Plastics manufacturing units in the State formulated a plan to develop and promote an industrial park specific to Iron & Steel related activities at Mouza Ghutgoria, J.L. No. 24 Kadasol JL No. 22 District Bankura under the name and style Plasto Steel Park spread and sub-divided the total Project Land into plots of different sizes and numbers to be leased to different companies intending to set up their units, factories engaged in setting up of Iron & Steel manufacturing activities.
- 6.3 Establishing of Industrial Park: The Lessor obtained freehold title, right and interest of the said Total Project Land and also recorded and mutated its name in the relevant records under the provisions of West Bengal Land Reforms Act, 1955, with the object of developing the land for the use for setting up of Plasto Steel Park and it has been enjoined upon the Lessor not to allow the said Total Project Land and/or any building or structure constructed thereon to be used for any purpose other than any activity relating to manufacturing of steel, plastic, cement product and printing industry and activities directly associated with it. The name of the Lessor has also been recorded and mutated in the records under the provisions of Land Reforms Act, 1955.
- 6.4 Development of Land: After obtaining right, title and interest in the Project Land, 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 28/04/2009 & 04/07/2011 and Possession Certificate was given on 18.11.2011 for 2.65 acres of land.
- 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.

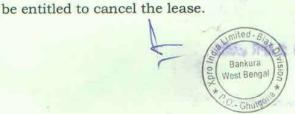
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- 7.3 Setting up of Residential quarter of workman and staff of the factory of the Lessee:

 The Lessee has agreed to set up Residential quarter of workman and staff of the factory of the Lessee, for facilitating the unit of Xpro India Limited (Biax Division) located in the vicinity of Plasto Steel Park, Phase I, developed by the lessor.
- 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 and the Lessee represents and warrants to the Lessor that it has the legal capacity to accept the grant made herein.
- 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 Schedule below.
- 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. 31,24,436.00 (Rupees Thirty One Lakhs Twenty Four Thousand Four Hundred Thirty Six Only). In addition to the Lease Premium paid in relation to the Demised Land, the Parties hereby agree that in 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.
- 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 1325/- (Rupees One Thousand Three Hundred Twenty Five Only) 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







- 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:

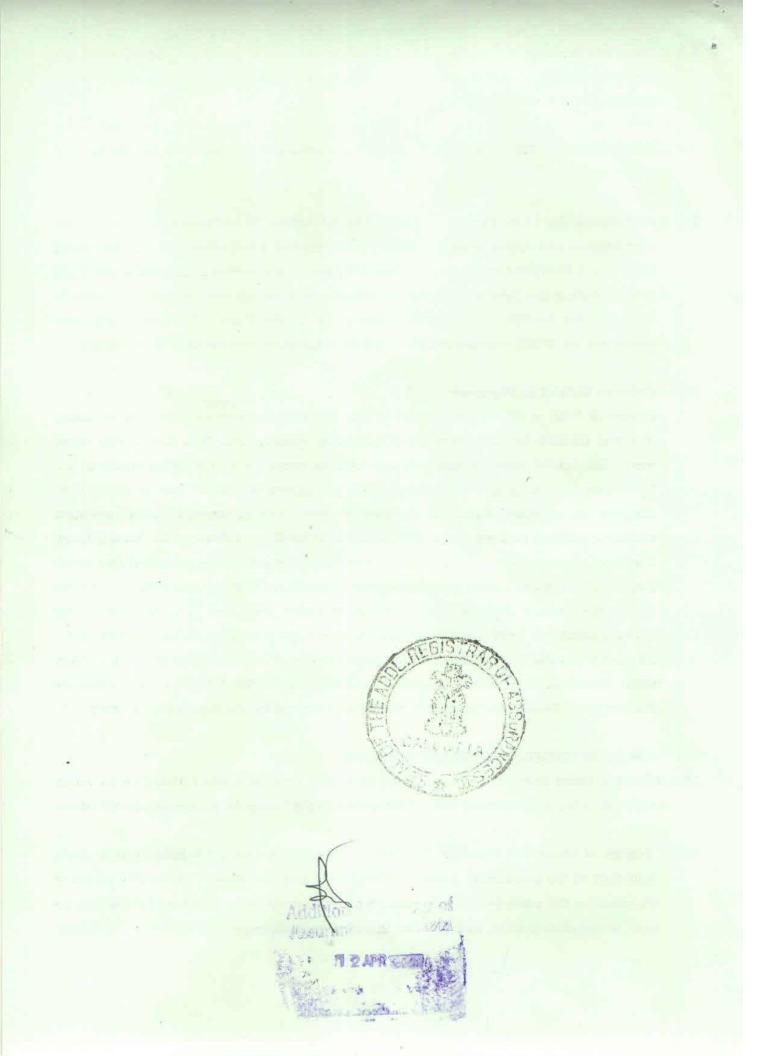
In case of delay or default on the part of the Lessee in payment any amounts becoming due and payable by this Lease Deed (including without limitation the Annual Lease Rent), the Lessee shall be liable to pay without prejudice to the other rights of the Lessor, an interest @ 13% (thirteen percent) per 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.

Further if the unit of the Lessee set up in 19.43 acres leased out by the Govt. of West Bengal by virtue of deed of lease dated 27/07/1992 registered in the office of Calcutta Colletorate (Deed Details) stands determined by the Lessor/Lessee, then the lease of 2.65 acres shall also be considered as determined forthwith, to which the Lessee agrees.

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/ Setting up of Residential quarter of workman and staff of the factory of the Lessee 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 or for Setting up of Residential quarter of workman and staff of the factory of the Lessee.

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;

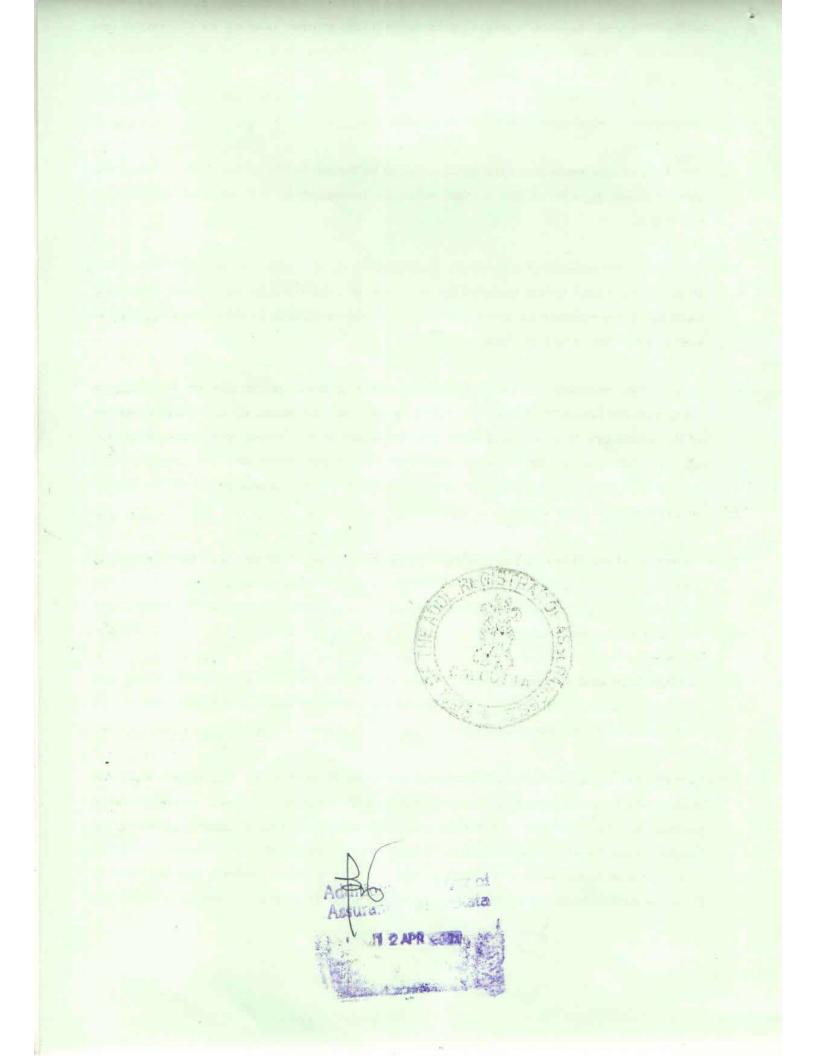
c) In case of any assignment the assignee shall be bound by the terms of this Lease deed and payment of 10% of the market value as prevailing at that time as assignment charges;

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.
- 12.4 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 Residential Use: The Lessee has undertaken and agreed with the Lessor that the Demised Land shall be used by the Lessee for Setting up of Residential quarter of workman and staff of the factory of the Lessee 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.







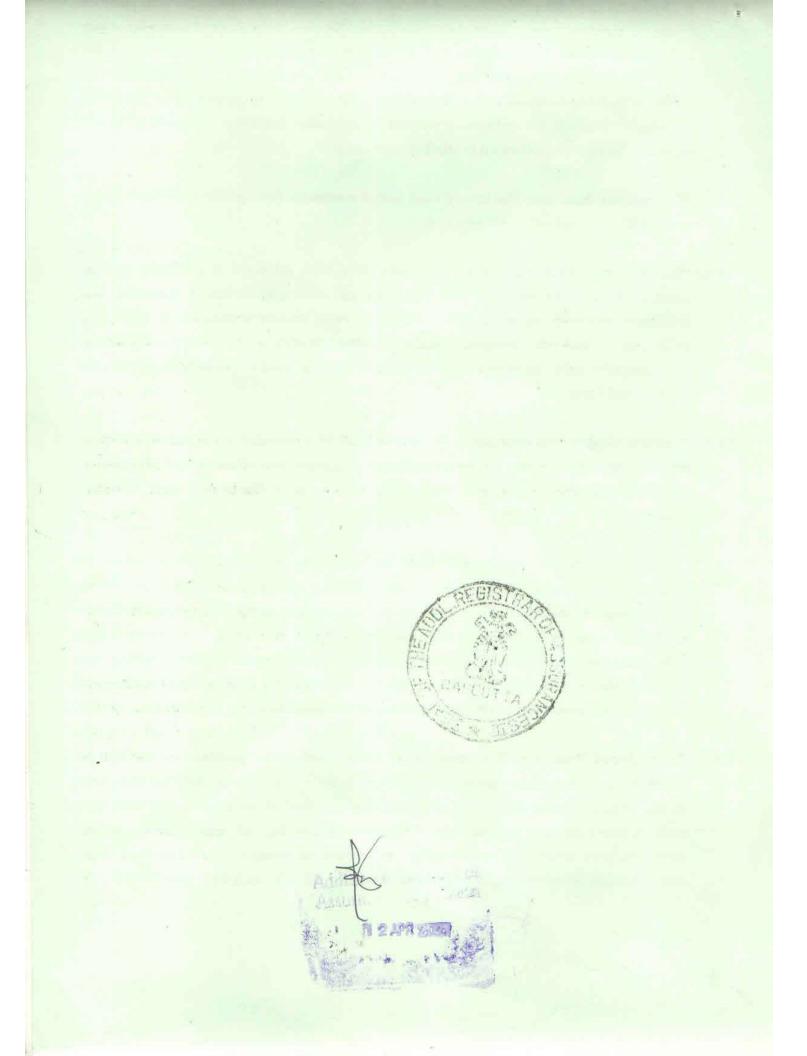


No Unlawful Activities: The Lessee shall not in any manner carry on or allow to carry on in the Demised Land any unlawful activities, offensive trade or prohibited business or any activities which may be considered offensive and prejudicial to public interest or a source of nuisance to the area surrounding 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 fire fighting 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 for Setting up of Residential quarter of workman and staff of the factory of the Lessee, 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.

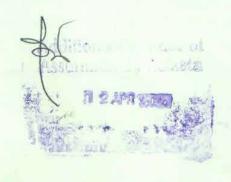
- 12.14 Separate Electric Supply: Lessee shall apply separately and pay necessary deposits and charges to WBSEDCL/DVC in proportion to their connected load and usage, power will be supplied to the units directly by concerned authority.
- **12.15 Separate Telephonic Connection:** The Lessee shall apply 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 neighbouring 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 neighbouring 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 Merger:

- (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.
- 12.18 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.

- 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.
- 12.20 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 Plasto. Steel Park and also to direct the Users Committee to take appropriate measures regarding the activities of said Committee.
- 12.21 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 Plasto Steel Park which may be carried out by the Lessor through its assignee company or its service provider.





- 12.22 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.
- 12.23 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.
- 12.24 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.
- 12.25 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.
- 12.26 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.
- 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.

12.28 Submission of Project Report: The Lessee shall at the time of possession submit a Project Report 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, if applicable.

12.29 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 or 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.

12.30 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;





12.31 Completion of Project:

The Lessee shall carry out and complete the Project within 3 (three) years from the date of execution of lease deed 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.

12.32 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 Set up of Residential quarter of workman and staff of the factory of the Lessee, 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.

- 12.33 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.
- 12.34 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.
- 13. 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:
- 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





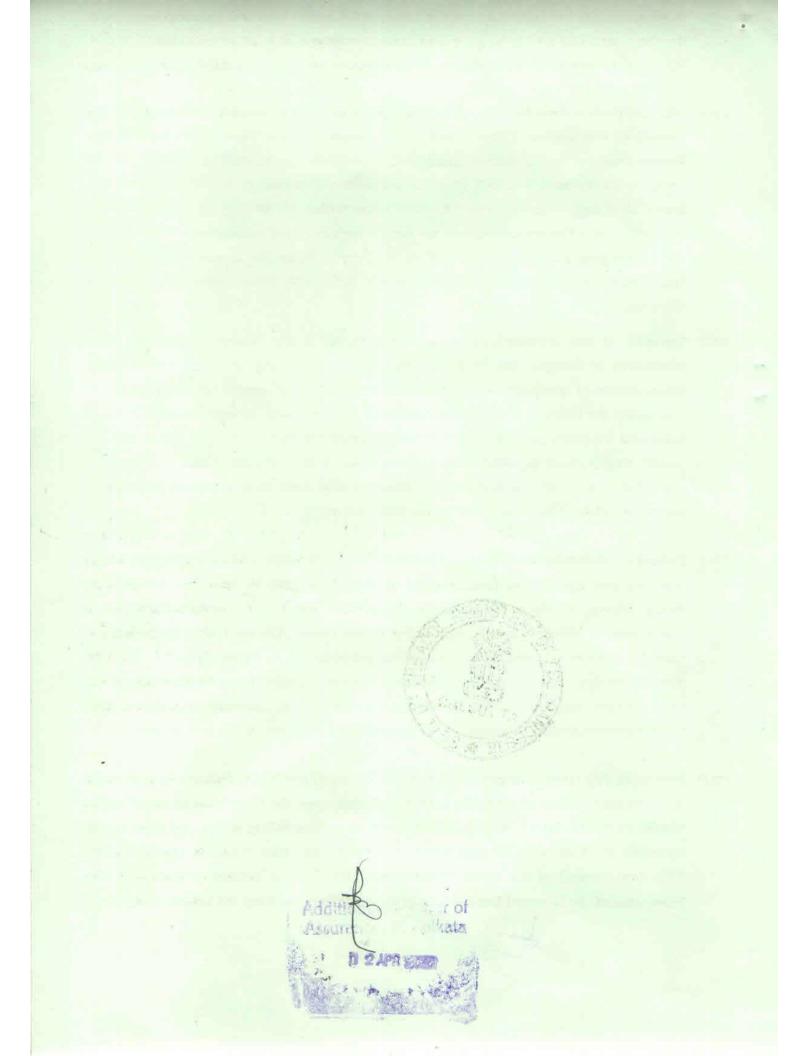
- 13.2 Other Payment Obligations: If the Lessee fails to pay all other charges of whatsoever nature payable by the Lessee to the Lessor under this Lease Deed and/or respective authorities, the Lessor shall serve a notice in writing calling upon the Lessee to cure the defect within 30 (thirty) days from 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 Setting up of Residential quarter of workman and staff of the factory of the Lessee Business: If the Lessee fails Setting up of Residential quarter of workman and staff of the factory of the Lessee from the Demised Land within 3 (three) years from the date of execution of the lease deed, 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, after giving 15 (fifteen) days notice in writing, 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 Utilization of the Leasehold Land: If the Lessee fails to utilize any portion of the Demised Land within a period of 3 (three) years from 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 from Setting up of Residential quarter of workman and staff of the factory of the Lessee: If it is found by the Lessor that the Lessee has closed or has discontinued Setting up of Residential quarter of workman and staff of the factory of the Lessee 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 actices and operates in contravention of the labour laws in force, the Lessor after ving 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 ith 15 days notice and 25% (twenty-five percent) of the Lease Premium shall be refeited by the Lessor, and the Lessee shall deliver peaceful vacant possession of the lemised Land free from all encumbrances together with all improvements, if any, done nereto 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
- 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 without prejudice to any right of the Lessor in respect of the antecedent breach.
- 13.14 Lessee agrees with the Lessor that the allotment of the demised land will always be considered/associated with original Lease out land measuring an area of -19.43 acres allotted and registered in favour of the Lessee by executing the lease deed dated 27.07.1992 registered in the office of Calcutta Collectorate. If the original lease out land shall stand determined by any reason whatsoever, then this lease deed shall also be deemed as determined with immediate effect without any communication and the land shall resume to the Lessor.





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:

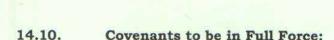
If either the Lessee or the Lessor's (hereinafter referred to as the "Affected Party") performance of any of its obligations hereunder is prevented, restricted or interfered as a result of a fire, storm, tempest, flood, earthquake, act of God, or war (not due to any act, neglect, default of the Affected 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 at least 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 days to the 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.



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 432.29 Acres comprised within Mouzas Kadasole, J.L. No. 22, Ghutgoria, J.L.No. 24 and Namobandh Sitarampur, J.L. No. 25 under P.S. Barjora District Bankura.

Part - II

(Demised Land)

Plot/Plot bearing No. A G &F measuring about 2.65 (two point six five acres) comprise in dag no 1304(P), 1312(P), 1315(P), 1316(P) within Mouza Ghutgoria. J.L No 24 and and Dag No 2592(P) within Mouza Kadasol J.L.No 22 in the Police Station Barjora, District Bankura more 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:

Biax Colony

On the East:

Constructed Road and State Arm Police 13 Battalion

On the South:

IT Hub and Water Project of WBIDC Govt. of West Bengal

On the West:

Pond

Sl.No	LR Dag NO	Area in acre	Part/Full
1	1304	0.95	Part
2	1312	0.05	Part
3	1315	0.02	Part
4	1316	0.10	Part
5	2592	1.53	Part
	Total	2.65	







2nd Schedule (Project Plan)

(Project Plan and Milestones)

Setting up of Residential quarter of workman and staff of the factory of the Lessee.

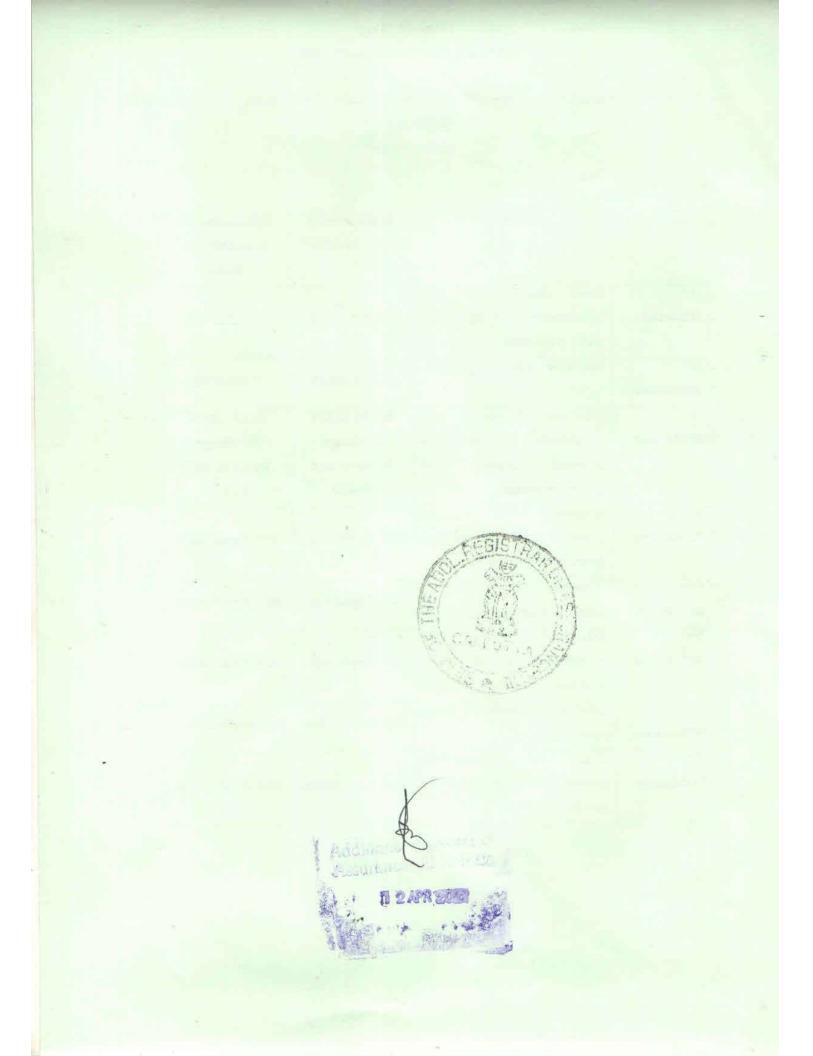
3rd Schedule

(Milestones)

I. Milestones:

Milestone	Activity	Milestone(s) initiation Date	Milestone(s) completion Date
1 st Milestone	Land development and construction of boundary walls / fencing	01.12.2021	31.12.2022
2 nd Milestone	Sanction of building plans	01.01.2023	31.03.2023
3rd Milestone	Erection of sheds and workshops including internal roads and drainage system	01.01.2024 Drainage System and Roads	31.03.2024 Drainage System and Roads
4th Milestone	Achievement of financial closure for the project defined in Project Plan	Not Applicable	Not Applicable
5 th Milestone	Placement of order for plant and equipments	Not Applicable	Not Applicable
6 th Milestone	Installation and commissioning of plant and equipment's	Not Applicable	Not Applicable
7 th Milestone	Trial production of main products	Not Applicable	Not Applicable
8 th Milestone	Start of commercial production of products as per Project Plan	Not Applicable	Not Applicable





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



15. 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.

2.

3. Sagan Maily Kal-14

SIGNED SEALED AND DELIVERED

in the presence of Himangshu Bakshi, Sr. President & Chief Operating Officer, Xpro India Limited, (Biax Division) Barjora Mejia Road, Post: Ghutgoria, Dist. Bankura, PIN: 722 202. West Bengal

Himanyla Lahelan LESSEE

Protit

23, Abanindranath Tagore Sarani Kolkata - 700 017

WITNESSESS

- 1. Shri Pulak Kumar Bandyopadhyay
- 2. Shri Dilip Kumar Mohanta

Ilahanta





Receipt and Memo of Consideration

Received from the Lessee named above the within mentioned sum of Rs. 31,24.436.00 (Rupees Thirty One Lakhs Twenty Four Thousand Four Hundred Thirty Six Only) towards Lease Premium for Lease of the Demised Land described in the 1st Schedule above vide schedules on dates mentioned below.

DATE	CHEQUE NO.	DRAWN ON	AMOUNT (in Rs)
Received amount on diverse date 31/07/2009	017979	Allahabad Bank	Rs.30,000/-
Received amount on diverse date 25/11/2009	032766	Allahabad Bank	Rs.29,37,000/-
Received amount on diverse date 25/07/2011	615402	State Bank of India, IFB Branch, Kolkata	Rs.1,57,436/-
tal:	*		Rs. 31,24,436.00

Advisor (ILESSOR
West Bengal Industrial Development
Corporation Ltd.
'Protiti'
23, Abanind/anath Tagore Sarani
Kolkata - 700 017

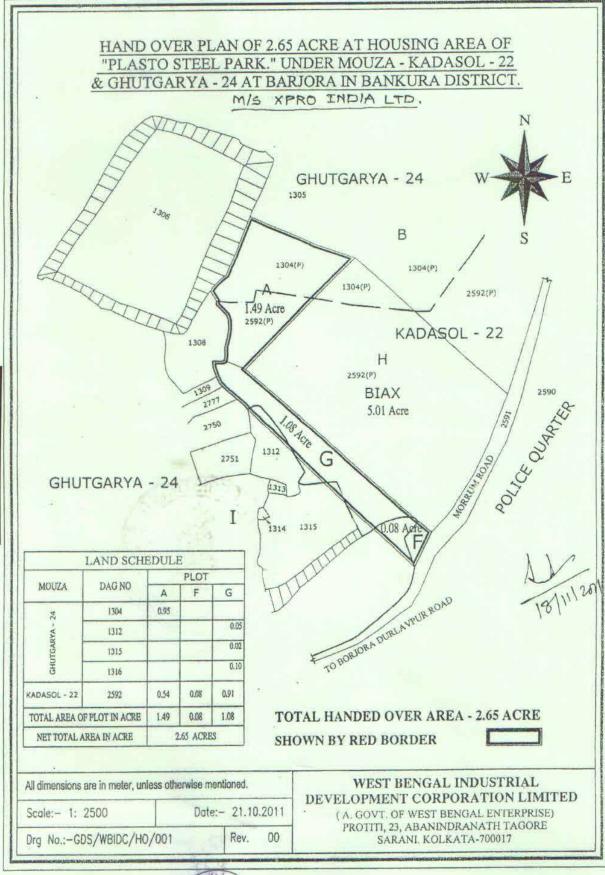
WITNESSES

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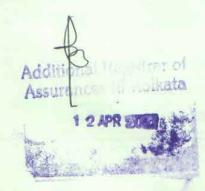












Dated this

day of

, 2021,

BETWEEN

West Bengal Industrial Development Corporation Limited LESSOR

AND

Xpro India Limited (Biax Division)
LESSEE

DEED OF LEASE
PLASTO STEEL PARK



Govt. of West Bengal Directorate of Registration & Stamp Revenue GRIPS eChallan

GRN Details

GRN:

192021220001857941

GRN Date:

07/04/2021 12:03:45

BRN:

Payment Status:

CKQ1566573

Successful

Payment Mode:

Online Payment

Bank/Gateway:

State Bank of India

BRN Date:

07/04/2021 12:04:31

Payment Ref. No:

3000715852/4/2021

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

XPRO INDIA LIMITED

Address:

BARJORA-MEJIA ROAD PO-GHUTGORIA, BANKURA-722202

Mobile:

9775301702

EMail:

dkmohanta@xproindia.com

Contact No:

9775301702

Depositor Status:

Others

Query No:

3000715852

Applicant's Name:

Mr PULUK KUMAR BANERJEE

Identification No:

3000715852/4/2021

Remarks:

Lease, Lease by Govt./Govt. Authority/Govt. Undertaking Payment No 4

Period From (dd/mm/yyyy): 09/04/2021

Period To (dd/mm/yyyy):

09/04/2120

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	3000715852/4/2021	Property Registration- Stamp duty	0030-02-103-003-02	156884
2	3000715852/4/2021	Property Registration- Registration Fees	0030-03-104-001-16	31344

Total

188228

IN WORDS:

ONE LAKH EIGHTY EIGHT THOUSAND TWO HUNDRED TWENTY EIGHT

ONLY.









WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LTD.



(A GOVERNMENT OF WEST BENGAL UNDERTAKING)

"PROTITI", 23, Abanindranath Thakur Sarani (Camac Street), Kolkata - 700 017 Phone: +91 33 2255 3700-705, Fax: +91 33 2255 3737 E-mail: wbidc@wbidc.com Web: www.wbidc.com

Corporate Identity Number: U75142WB1967SGC026988

Ref No. PI/XPIL/PSP/II/79

Dated 12th April, 2021

To The Registrar of Assurances, Kolkata Directorate of Registration and Stamp Revenue Government of West Bengal 5 Government Place (North), Kolkata-700001.

Sub: Exemption from Personal Appearance under the Indian Registration Act, 1908 Ref: No. PI/XPIL/PSP/II/3881A Dated 30th March, 2021

Sir,

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 23, Abanindranath Tagore Sarani, Kolkata- 700017, as a "LESSOR" represented by Shri Asok Ghosh, to WB A&AS, posted as Advisor (Projects), WBIDC working for gain at WBIDC has been nominated as signatory authority by the Competent Authority of this Corporation for execution of lease deed of 2.65 acres of land Master Plot A, G & F, located at Phase I, Plasto Steel Park, Barjora, Bankura with "LESSEE" namely M/s. Xpro India Ltd. for setting up of residential quarter of workman and staff of the factory of the lessees (M/s. Xpro India Ltd.) on the said land.

Considering, the present scenario of Covid 19 and as per section 88 of the Indian Registration Act, 1908, you are requested to exempt personal appearance of Shri Asok Ghosh, WBA&AS, in this registration process.

Thanking you,

Yours faithfully

(P. Kamalakanth) You wy

Executive Director, WBIDC

Copy for Information:

(i)

To

The AdditionalRegistrar of Assurances, Kolkata Directorate of Registration and Stamp Revenue Government of West Bengal 5 Government Place (North), Kolkata-700001

> Yours faithfully Sd/-(P. Kamalakanth) Executive Director, WBIDC

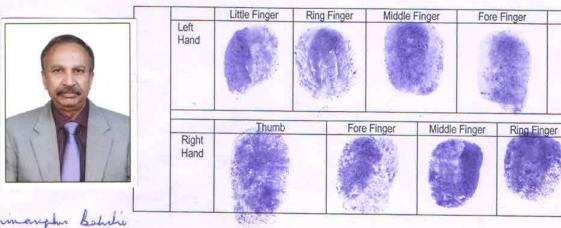
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SPECIMEN FORM FOR TEN FINGERPRINTS





	Little Finger	Ring Finger	Middle	Finger	Fore	Finger	Thumb
Left Hand							
	Thumb	Fore	Finger	Middle	Finger	Ring Finger	Little Finge
Right Hand							

Thumb

Little Finger



	Little Finger	Ring Finger	Middle	Finger Fo	ore Finger	Thumb
Left Hand		A				Tridillo
	Thumb	Fore	Finger	Middle Finger	Ring Finger	Little Finger
Right Hand	- 48 PA			7/864	- A 10 Page 1	

PHOTO

Left	Little Finger	Ring Finger	Middle	Finger	Fore	Finger	Thumb
Hand		CH R	21				
	Thumb	For		L MARIE CO			
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Hand							
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आयकर विमाग

मारत सरकार

GOVT. OF INDIA

INCOME TAX DEPARTMENT



WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION IMITED

06/01/1967

Permanent Account Number

AAACW3043Q

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





भारताचा अवस्था

সরকার ভারত Inique Identification Authority of India Covernment of India

ভালিকাভুক্তির আই ডি / Enrollment No.: 1062/11001/00432

অশোক ঘোষ Asok Ghosh S/O: Bhriguram Ghosh EAST ENCLAVE B-1/8 NEW TOWN NEW TOWN New Town New Town New Town North 24 Parganas West Bengal 700156 9433004046

feoti Such



আপনার আধার সংখ্যা / Your Aadhaar No. :

2912 6209 0254

আধার – সাধারণ মানুষের অধিকার



ভারত সরকার Government of India



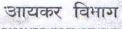
অশোক যোৰ Asok Ghosh জন্মভারিখ / DOB : 30/11/1961 দুক্ৰ / Male



2912 6209 0254

অধিকার

COMMISSIONER OF INCOME-TAX, W.B. - II टिसिक्ट आयका आयुक, प.मं.म PERMANENT ACCOUNT NUMBER पिता का नाम FATHER'S NAME ADHPG9059R BHRIGURAM GHOSH जन्म तिथि ADATE OF BIRTH ASOK GHOSH 30-11-1961 tros mont EKHISI ISIGNATURE स्थाई लेखा संख्या



INCOME TAX DEPARTMENT

HIMANGSHU BAKSHI

JARILAL BAKSHI

18/01/1956

Permanent Account Number

ADAPB4820A

Humanphi Balida &

Signature

100



इस कार्ड के खोने। जाने पर कृपया सूचित करें। लीटाएं: आयकर पैन सेवा इकाई, एन एस डी एल 5 वीं मंजिल, मंत्री स्टर्लिंग, प्लॉट मं, 341, सर्वे नं, 997/8, मॉडल कालोनी, दींप बंगला चौक के पास, पुणे—411 016.

If this card is lost / someone's lost card is found, please inform / return to:
Income Tax PAN Services Unit, NSDL
5th floor, Mantri Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Pune – 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081 e-mail: tininfo@nsdl.co.in

Himangilo Balahi



্ৰ ভারত সরকার

Government of India



হিমাংশু বকসি Himangshu Bakshi পিতা : মহিলাদ বন্ধী Father : Jarilal Bakshi

ৰূপতারিখ/DOB: 18/01/1956 পুরুষ / Male

6903 9736 4503



আধার – সাধারণ মানুষের অধিকার



ভারতীয় বিশিষ্ট প্ররিচ্য প্রাধিকরণ Unique Identification Authority of India

ঠিকানা:, জি.এল-, আর্যভট সরনী বিধাননগয়, হুগাপুর (এন ফর্প) বিধাননগয়, হর্দমান, পণ্টিম বল Address: GN-40, ARYABHATTA SARANI, BIDHANNAGAR, Durgapur (m Corp.), Bidhannagar, Barddhaman, West Bengal, 713212

6903 9736 4503

1947 1800 300 1947

help@uidal.gov in

www.uidai.gov.in

Hemanyshu Baluli



For Xpro India Limited

Amit Dhanuka Company Secretary



National Securities Depository Limited

Trade World, 'A' wing, 4th Floor, Kamala Mills Compound, Senapati Bupat Marg, Lower Parel, Mumbai - 400 013
Tel: 91-22-2499 4650, Fax: 91-22-2495 0664, e-mail: tininfo@nsdl.co.m

e-TDS Intermediary

Ref. No.: 726010930/TAN/000025669 To, XPRO INDIA LIMITED 2ND FLOOR BIRLA'BUILDING 9/1 R.N.MUKHERJEE ROAD

KOLKATA WEST BENGAL 700001

Sir/Madam,

Subt Atlotment of Tax Deduction Account Number (MAN) as per the Incometax Act, 1961.

Kindly refer to your application (Form 49B) dated Man 25 2004 for allotment of Tax Deduction Account Number. In this connection, the following TAN has been issued to you/your organisation:

CALX00037C

Please quote the same in all TDS challans, TDS certificates, TDS returns, Tax Collection at Source (TCS) returns as well as other decuments pertaining to such transaction.

Guoting of TAN on all TDS returns and challans for payment of TDS is necessary to ensure credit of TDS paid by you and faster processing of TDS returns.

The above TAN should also be used as Tax Collection at Source Account Number under Section 206CA.

Kindly note that it is mandatory to quote TAN while furnishing TDS returns, including e-TDS returns. e-TDS return will not be accepted if TAN is not quoted.

. This supersedes all the Tax Deduction / Collection Account Number, alloted to you earlier.

For Xpro India Limited

Amit Dhanuka Company Secretary Income-tax Department

Apr 30,2004

This is a computer-generated letter. Hence; signature is not required.

Major Information of the Deed

Deed No:	I-1903-04075/2021	Date of Registration	12/04/2021	
Query No / Year	1903-3000715852/2021	Office where deed is re	egistered	
Query Date	05/04/2021 12:46:18 PM	1903-3000715852/2021		
Applicant Name, Address & Other Details	PULUK KUMAR BANERJEE Thana: Durgapur, District: Paschim B No.: 9775301703, Status: Others	ardhaman, WEST BENG	AL, PIN - 713216, Mobile	
Transaction		Additional Transaction		
[0407] Lease, Lease by Go	vt./Govt. Authority/Govt. Undertaking	[4308] Other than Immo Agreement [No of Agree	vable Property, ement : 2]	
Set Forth value		Market Value		
		Rs. 1,40,44,800/-		
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 1,57,884/- (Article:35)		Rs. 31,428/- (Article:A(1), E)	
Remarks	Lease Period 99 Years s Advance/Pre 4,283/-	mium Rs 31,24,436/- Ave	erage annual Rent Rs	

Land Details:

District: Bankura, P.S:- Barjora, Gram Panchayat: GHUTGORIA, Mouza: Ghutgarya, Jl No: 24, Pin Code: 722202

Sch	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
The state of the s	LR-1304 (RS:-)		Industry	Industry	0.95 Acre		31,92,000/-	Property is on Road Adjacent to Metal Road,
L2	LR-1312 (RS:-)		Industry	Industry	0.05 Acre		1,68,000/-	Property is on Road Adjacent to Metal Road,
L4	LR-1316 (RS:-)		Industry	Industry	0.1 Acre		3,36,000/-	Property is on Road Adjacent to Metal Road,
		TOTAL :			110Dec	0 /-	36,96,000 /-	

District: Bankura, P.S:- Barjora, Gram Panchayat: GHUTGORIA, Mouza: Ghutgarya, Jl No: 24, Pin Code: 722020

Sch		Khatian	Land Proposed	Use	Area of Land	Market Value (In Rs.)	Other Details
L3	LR-1315 (RS:-)		Industry	Industry	0.02 Acre	67,200/-	Property is on Road Adjacent to Metal Road,

District: Bankura, P.S:- Barjora, Gram Panchayat: GHUTGORIA, Mouza: Kadashol, Jl No: 22, Pin Code: 722202

Sch	Plot Number	Khatian	Land	Use	Area of Land		Market Value (In Rs.)	Other Details
	RS-2592		Industry	Industry	1.53 Acre		55 .75 .77	Property is on Road Adjacent to Metal Road,
	Grand	Total:			265Dec	0 /-	140,44,800 /-	

Lessor Details:

SI No	Name, Address, Photo, Finger print and Signature		
	WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED ,, 23, Abanindra Nath Tagore Sarani, P.O:- CAMAC STREET, P.S:- Shakespeare Sarani, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700017, PAN No.:: AAxxxxxxx3Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative		

Lessee Details :

SI No	Name,Address,Photo,Finger print and Signature
1	XPRO INDIA LIMITED , BARJORA MEJIA ROAD, P.O:- GHUTGORIA, P.S:- Barjora, District:-Bankura, West Bengal, India, PIN - 722202, PAN No.:: AAxxxxxx0H, Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

Representative Details:

SI No	Name, Address, Photo, Finger print and Signature
	Mr ASOK GHOSH Son of Late B GHOSH ,, 23, Abanindra Nath Tagore Sarani, P.O:- CAMAC STREET, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017, Sex: Male, By Caste: Hindu, Occupation: Government Service, Citizen of: India, ,Aadhaar No Not Provided by UIDAI Status: Representative, Representative of: WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED (as REPRESENTED)

2	Name	Photo	Finger Print	Signature
	Shri HIMANGSHU BAKSHI (Presentant) Son of Late JARILAL BAKSHI Date of Execution - 12/04/2021, , Admitted by: Self, Date of Admission: 12/04/2021, Place of Admission of Execution: Office			Himanyshu Bakaki
	CONTROL TO	Apr 12 2021 2:53PM	LTI 12/04/2021	12/04/2021

, G-40, ARYABHATTA SARANI, BIDHANNAGAR, P.O:- DURGAPUR, P.S:- Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN - 713212, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: ADxxxxxxx0A, Aadhaar No: 69xxxxxxxx4503 Status: Representative, Representative of: XPRO INDIA LIMITED (as REPRESENTED)

Identifier Details:

Name	Photo	Finger Print	Signature
PULAK KUMAR BANDYOPADHYAY Son of ALOKE KUMAR BANDYOPADHYAY NADIHA, DURGAPUR-I, P.O:- NADIHA, P.S:- Coke Oven, District:-Paschim Bardhaman, West Bengal, India, PIN - 713211			Jesunt.
M	12/04/2021	12/04/2021	12/04/2021

Identifier Of Mr ASOK GHOSH, Shri HIMANGSHU BAKSHI

Land Details as per Land Record

District: Bankura, P.S:- Barjora, Gram Panchayat: GHUTGORIA, Mouza: Ghutgarya, Jl No: 24, Pin Code: 722202

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1304		Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 1312		Seller is not the recorded Owner as per Applicant.
L4	LR Plot No:- 1316		Seller is not the recorded Owner as per Applicant.

District: Bankura, P.S:- Barjora, Gram Panchayat: GHUTGORIA, Mouza: Ghutgarya, Jl No: 24, Pin Code: 722020

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L3	LR Plot No:- 1315		Seller is not the recorded Owner as per Applicant.

District: Bankura, P.S:- Barjora, Gram Panchayat: GHUTGORIA, Mouza: Kadashol, Jl No: 22, Pin Code: 722202

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L5	RS Plot No:- 2592		Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number: I - 190304075 / 2021

On 12-04-2021

Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 35 of Indian Stamp Act 1899.

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

Presented for registration at 14:44 hrs on 12-04-2021, at the Office of the A.R.A. - III KOLKATA by Shri HIMANGSHU BAKSHI,.

Admission Execution (for exempted person)

Execution by Mr ASOK GHOSH, , REPRESENTED, WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED, ,, 23, Abanindra Nath Tagore Sarani, P.O:- CAMAC STREET, P.S:- Shakespeare Sarani, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700017

who is exempted FROM his personal appearence in this office under section 88 of Registration Act XVI of 1908, is proved by his seal AND signature.

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

Execution is admitted on 12-04-2021 by Shri HIMANGSHU BAKSHI, REPRESENTED, XPRO INDIA LIMITED, , BARJORA MEJIA ROAD, P.O:- GHUTGORIA, P.S:- Barjora, District:-Bankura, West Bengal, India, PIN - 722202

Indetified by PULAK KUMAR BANDYOPADHYAY, ... Son of ALOKE KUMAR BANDYOPADHYAY, NADIHA, DURGAPUR-I, P.O: NADIHA, Thana: Coke Oven, , Paschim Bardhaman, WEST BENGAL, India, PIN - 713211, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 31,428/- (A(1) = Rs 31,330/-, E = Rs 14/-, I = Rs 55/-,M(a) = Rs 25/-,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 84/-, by online = Rs 31,344/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/04/2021 12:13PM with Govt. Ref. No: 192021220001857941 on 07-04-2021, Amount Rs: 31,344/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKQ1566573 on 07-04-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 1,56,884/- and Stamp Duty paid by Stamp Rs 1,000/-, by online = Rs 1,56,884/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 3185, Amount: Rs.1,000/-, Date of Purchase: 26/03/2021, Vendor name: Pranay Halder

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/04/2021 12:13PM with Govt. Ref. No: 192021220001857941 on 07-04-2021, Amount Rs: 1,56,884/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKQ1566573 on 07-04-2021, Head of Account 0030-02-103-003-02

Somo In.

Probir Kumar Golder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2021, Page from 188426 to 188471
being No 190304075 for the year 2021.



Samo di.

Digitally signed by PROBIR KUMAR GOLDER

Date: 2021.04.30 11:28:20 +05:30 Reason: Digital Signing of Deed.

(Probir Kumar Golder) 2021/04/30 11:28:20 AM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - III KOLKATA West Bengal.

(This document is digitally signed.)