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Prepared by bring houry 19AA 605650

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LEASE OF LAND FOR SOCIAL HOUSING & COMMERCIAL SCHEME PURPOSE IN MOUZA SHANKARPUR UNDER PUBLIC -PRIVATE -PARTNERSHIP (PPP) MODE

8 th day January of THIS INDENTURE ("indenture") is made on this the BETWEEN the Governor of Odisha, (hereinafter called "the Lessor") of the one ,20 /3 part 9 60 00 000 -AND 9600 000 -0 10,94,40,000-



SIGNATURE OF PURCHASER.......

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NIRANIAN NANDI
STAMI VENDOR
REGD. L NO-3/92

SECRETARY
BHUBANESWAR DEVELOPMENT AUTHORITY
BHUBANESWAR





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The Bhubaneswar Development Authority, constituted under the Orissa Development

Authorities Act-1982 (hereinafter called "the Lessee") which expression shall unless is be
repugnant to the subject or context thereof includes its successor in office, permitted
assignees, agents & allottees of the other part.

WHEREAS the Lessor being the owner in possesson of the parcel of land situated in Mz. Shankarpur District Khurda more fully described in the Schedule annexed hereto (hereinafter called the "demised land") agrees to lease out the demised land and the Lessee consented to take the demised land on lease.

AND

Now this Indenture witnessed that the Lessor does hereby grant unto the Lessee the lease of said "demised land" together with all rights, easements and privileges attached thereto on the terms and conditions delineated herein below:

SECRETARY
RESWAR DEVELOPMENT AUTHORITY
RELIEBENESWAR



SIGNATURE OF PURCHASER......

SECRETARY
BHUBANESWAR DEVELOPMENT AUTHORITY
BHUBANESWAR





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1. In consideration of the sum of *Rs.10,91,28,000* /- (*Rupees Ten Crore ninety-one lakh twenty eight thousand*) only paid as premium, and of the rent hereinafter reserved and of the covenants on the part of the Lessee hereinafter contained, the Lessor hereby demises to the Lessee the lease of the "demised land" on Public-Private Partnership(in short PPP) according to the plan approved by the Lessee (hereinafter referred to as the project) only for the purpose of using the same for Social Housing and Commercial Scheme /Integrated Residential Project [i.e. a minimum of 2/3rd of the permissible built up area to be developed as residential space while the balance 1/3rd of the permissible built up area may be developed as either commercial or residential space, as per Bhubaneswar Development Authority (Planning and Building Standards) Regulations, 2008 as amended from time to time or under any new Regulation if any brought in force repealing the existing one.

 The Lessee shall hold the said demised land from the day of signing of the lease deed for the term of 90 years paying therefor, during the said term,



MIRAMIAN NANDL STAMP WENDOR BHUBANETWAR COURT REGD. L No-3/92 10-putuo Digh SIGNATURE OF PURCHASER...... SECRETARY BHUBANESWAR DEVELOPMENT AUTHORITY BHUBANESWAR

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Rs.8,64,00,000/- @ Rs. 9,60,000/- as the initial rent per annum subject to revision, from time to time, as per Government Policy and the Lessee is liable to pay rent at the revised rate from the date of enforcement of such revision of rent:

Provided that the Lessor shall, at its discretion, be entitled to prohibit commerce in any particular goods/ service prohibited under law.

Provided further that the lessee shall, at his discretion, be entitled to select developer(s) for the development of the demised land and the lessee and the developer(s) may enter into agreements for lease and "development agreement" of the demise land and the developer(s) (including sub-sub-lessee and persons deriving rights under such sub-sub-lessee) (hereinafter collectively referred to as the "sub-lessee) shall be entitled to grant further lease (s) in respect of portion of the demised land/ allotted portion of the premises in favour of the allottees / 3rd party pursuant to the Agreements to develop, operate and maintain the demised land and construct thereon specified by lessee i.e. Bhubaneswar Development Authority.

Collector

ANESWAR DEVELOPMENT AUTHORITY
BHUBANESWAR

Print Endorsement

STAMP VENDOR BHUBANESWAR COURT

REGD. L No-3/92

SIGNATURE OF PURCHASER

BHUBANESWAR DEVELOPMENT AUTHORITHMENT of the certificate of admissibility Admissible unser tues 25 eduly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 1899, Schedule 1-A No. 3510 Fees Paid : A5(b)-2188800 ,, User Charges-290 , Total 2189090

Date: 15/01/2013

Signature of Registering officer

Endorsement under section 52

Presented for registration in the office of the Sub-Registrar KHANDAGIRI between the hours of 10:30 AM and 02:30 PM on the 15/01/2013 by GOVERNOR OF ODISHA COLLECTOR KHURDA(GOVT), son/wife of of GOVT OF ORISSA, by caste, profession, and finger prints affixed.

Signature of Presenter / Date: 15/01/2013

Signature of Registering officer

Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
GOVERNOR OF ODISHA COLLECTOR KHURÐA(GOVT)				15-Jan-2013
			Signature of the Registering officer	



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The Lessee hereby covenants with the Lessor as follows:-

(i) All such sub-lease and lease deeds created by the Sub-Lessee shall be in conformity with the terms of this Indenture.

- (ii) In the event of any conflict, between, the provisions of the deeds executed by the sub-Lessee and this Indenture the conditions of this Indenture shall prevail and accordingly any provision of the sub-lease and lease deeds executed by the sub-lessee(s) which runs contrary to this Indenture shall stand modified to the extent as has been specified in the indenture.
- (iii) The Lessee shall hold and use the demised land only for Social Housing and Commercial Scheme [i.e. a minimum of 2/3rd of the total built up area to be developed as Residential space while the balance 1/3rd of the total built up area may be developed as either commercial or residential space, as per Regulation of the Bhubaneswar Development Authority (Planning & Building Standards) Regulations, 2008 as amended from time to time.



Collector Khordha

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Print Endorsement NIRANJAY NAMDI BHUBANE . WAR COURT REGD. L No-3/92 SECRETARY BHUBANESWAR DEVELOPMENT AUTHORITY BHUBANESWAR (GOVT) SECRETAR BHURANESWAR DEVELOPMENT ANTHODITY If of N/A of SAME PLACE by profession Others Name Photo Date of Admission of Thumb Impression Signature Execution DIBAKARA DASH 15-Jan-2013 1330703 Date: 15/01/2013 Signature of Registering officer Endorsement of certificate of registration under section 60 Registered and true copy filed in : Office of the Sub-Registrar, KHANDAGIRI Book Number : 1 || Volume Number : 12 Document Number: 11131300839 For the year : 2013 Seal : Signature of Registering officer Date: 16/01/2013

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- The Lessee or its agents (including sub lease, sub-sublessee or created under sub-sub lessee) shall, during the term hereof, pay to the Lessor the annual rent hereby reserved on the days and in the manner and at places to be fixed by the Lessor for this purpose from time to time.
- The Lessee or its selected developer shall, at its own expenses, erect upon (V) the demised land in a substantial and workman like manner with new and Quality materials with all requisite and proper walls, sewers, drains and other conveniences and shall complete the same in all respects fit for occupation.
- The Lessee or its selected developers shall, during the said term, pay all (vi) rates, taxes and charges of every description now payable or hereinafter to become payable in respect of the demised land or buildings to be erected thereupon whether the same be payable by the landlord or tenant.
- The Lessee will ensure that any construction on the demised land is (vii) undertaken as per the plan approved by the competent authority and a copy of the said approved plan will be submitted by the Lessee to the Lessor for information.

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- (viii) The Lessee shall not erect or build or permit to erect or built on the demised land any building other than that specified in a building plan approved by the competent authority or make an addition to any existing building or structures at any time except with the written approval of such competent authority.
- (ix) The Lessee and / or the selected developer who so ever it may be shall conform to all Acts/ rules, regulations and by-laws of the Urban & Local Authorities for the area as may, hereafter, be constituted relating to roads, buildings, public health, safety, convenience and sanitation which may, for the time being, be enforced.
- (x) The Lessee or its selected developer shall have to comply with all Statutory Laws and Regulations of State and Nation.
- (xi) The Lessee and / or its selected developer shall keep in tact the boundaries of the demised land and shall ensure inspection whenever required by the Lessor subject to prior 48 hours notice .

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NIRAMIAN NANDI STAMP WENDOR BHUBANT WAR COURT REGD. L No-3/92 Bypother Duly By SIGNATURE OF PURCHASER...... SECRETARY

BHUBANESWAR DEVELOPMENT AUTHORITY SHUBANESWAR





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- (xii) All mines, mineral products, buried treasure, coal, petroleum, oil and quarries whatsoever in, under or within the said demised land shall be the property of the Lessor.
- (xiii) In case the Lessee fails to complete the project in all respect within the time frame stipulated herein or puts the demised land to use or permits use of the said land for any purpose other than for which it is being leased out, the Lessor may determine the lease with prior approval of the Cabinet and the Lessee and/ or its selected developer and / or any occupier shall vacate the demised land/ building erected there upon through selected developer on determination, within three months from the date of receipt of intimation. Provided however the lessor shall sent three months notice to comply such deficiencies.
- (xiv) All sums of money due to the Lessor on any account under these presents shall be recoverable by the Lessor in addition to any other remedy open to him as a public demand under the Orissa Public Demands & Recovery Act, 1962 (Orissa Act, 1 of 1963).



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- (xv) The Lessee shall not, without the consent in writing of the Lessor, use or permit the use of the said demised land for any purpose other than that for which it is leased out.
- (xvi) During the continuance of the lease, the Lessee/ sub-lessee shall maintain the premises and all the buildings and structures thereon in sanitary condition and in good substantial state of repair.
- The Lessor hereby covenants with the Lessee as follows:-
 - (i) The demised land is free from all encumbrances and that the Lessee paying the rent hereby reserved and perform all the covenants herein contained, shall hold and enjoy the demised land during the term thereof without any unlawful interruption by the Lessor or any other person whatsoever.



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SIGNATURE OF PURCHASER......

SECRETARY BHUBANESWAR DEVELOPMENT AUTHORITY SHUBANESWAR





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- On completion of 82 (eighty-two) years from the date of Agreement, the party of the second part shall seek extension of lease for further period of 90 years & right of rejection of renewal of lease shall be with the party of the second part . The renewal of lease shall be subject to reasonable terms and conditions to be agreed upon between the parties.
- (iii) That in the most unlikely event that the agreement period is not extended for further period, the Lessee shall handover to the Lessor, peaceful possession of the demised land and transfer the buildings and other structures erected upon the demised land as on date of the expiry of the term.
- (iv) That the Lessor is in sole and absolute possession of the demised land and has a clear and marketable title on the demised land and is in compliance with all applicable laws in relation to the demised land.



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- (v) That there exist no claims, actions, litigations, arbitrations, land acquisition proceedings, garnishee, or other proceeding relating to the demised land and the Lessor shall give the Lessee and the Sub-lessee (s) immediate notice if any claim, litigation, proceeding or investigation becomes known to the Lessor during the term of this indenture.
- (vi) That there exists no claim for the rehabilitation and / or relocation of the PAPs (Project Affected Persons) and that neither the Lessee shall be responsible for the rehabilitation nor shall it be liable to pay any cost to the Lessor in that regard.
- 5. That the expression "Lessor", hereinbefore used, shall include its agents and the expression "Lessee", hereinbefore used, shall include its sub-lessee(s) and its subsequent sub-lessee(s) heirs, executors, administrators and agents and assigns.



BHUBANESWAR DEVELOPMENT AUTHORITY

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Terms and conditions as enumerated in Revenue & D.M. Deptt. Letter No. 53104 dt.7.12.2012 & No. 748 dt.7.1.2013.

The lessee shall have only surface right over the land while the land is under their possession.

The land shall be utilized for the purpose for which it is sanctioned and the lessee shall utilize the same economically with efficient land use plan.

- 3. In case the land or any part thereof is not utilized for the purpose for which it is sanctioned, the same shall revert back to Government in Revenue and D.M. Department free from all encumbrances and without payment of any compensation.
- 4. The lessee shall take all possible steps to keep the land free from encroachment.
- Infringement of any of the conditions stipulated supra vide Point No. 1 to 4 shall result in immediate reversion of land to Government in Revenue and D.M. Department free from all encumbrances without payment of any compensation for the land and constructions standing thereon.

Collector

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ANESWAR DEVELOPMENT AUTHORITY
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IN WITNESS whereof the parties hereto have hereunder signed this indenture on the dates mentioned against their respective signatures.

Seal & Signature

SMUBANESWAR DEVELOPMENT AUTHORITY

with designation and date of the representative acting in the premises for and on behalf of Bhubaneswar Development Authority.

In presence of

Witness Jehnsan Ray Lander Mode.

2. A bayan Davel So ASAST. Lond See-, 1000A

Seal & Signature

Collector with designation and date of the representative acting in the premises for and on behalf of Governor of Odisha.

In presence of

Witness 0810112013 Bhubaneswar enandork St clerk Section

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An area measuring Ac.12.000 bearing Revenue plot No. 87/1264 area Ac.-7.990 & Plot No.87/1263/1802 area Ac.4.010 , Khata No.-421 Mz: - Shankarpur -, under Bhubaneswar Tahasil of Khurda District under the jurisdiction of Khandagra

Bounded by:-

North: Plot No.1, 87.

South: Plot No.2, 3,4, 5, 7, 8, 1253, 53, 54, 1254, 56, 86, 90, 89, 88, 1263.

West: Sarahada Mouza Paikarapur.

Seal & Signature

DINUBATESTVAR OSVELOPBENT AUTHORITY SHUBANESWAR

with designation and date of the representative acting in the premises for and on behalf of Bhubaneswar Development Authority.

Seal & Signature

Collector Khordha j

with designation and date of the representative acting in the premises for and on behalf of Governor of Odisha.

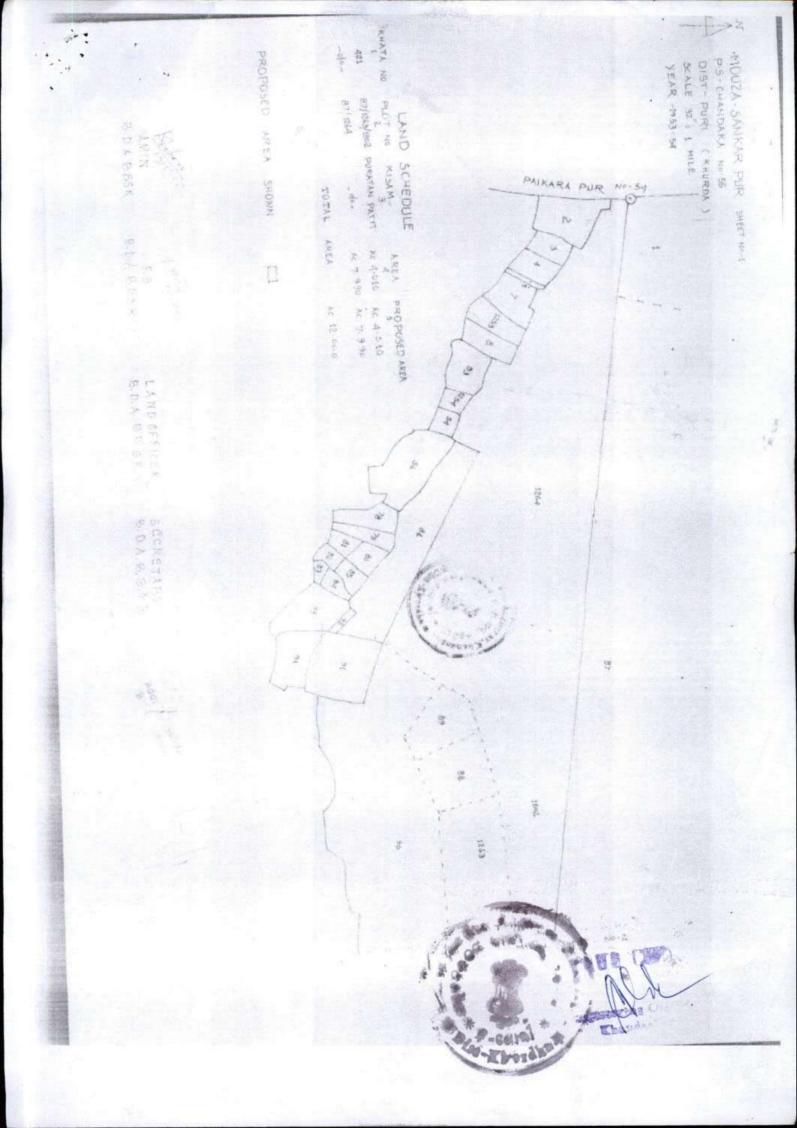


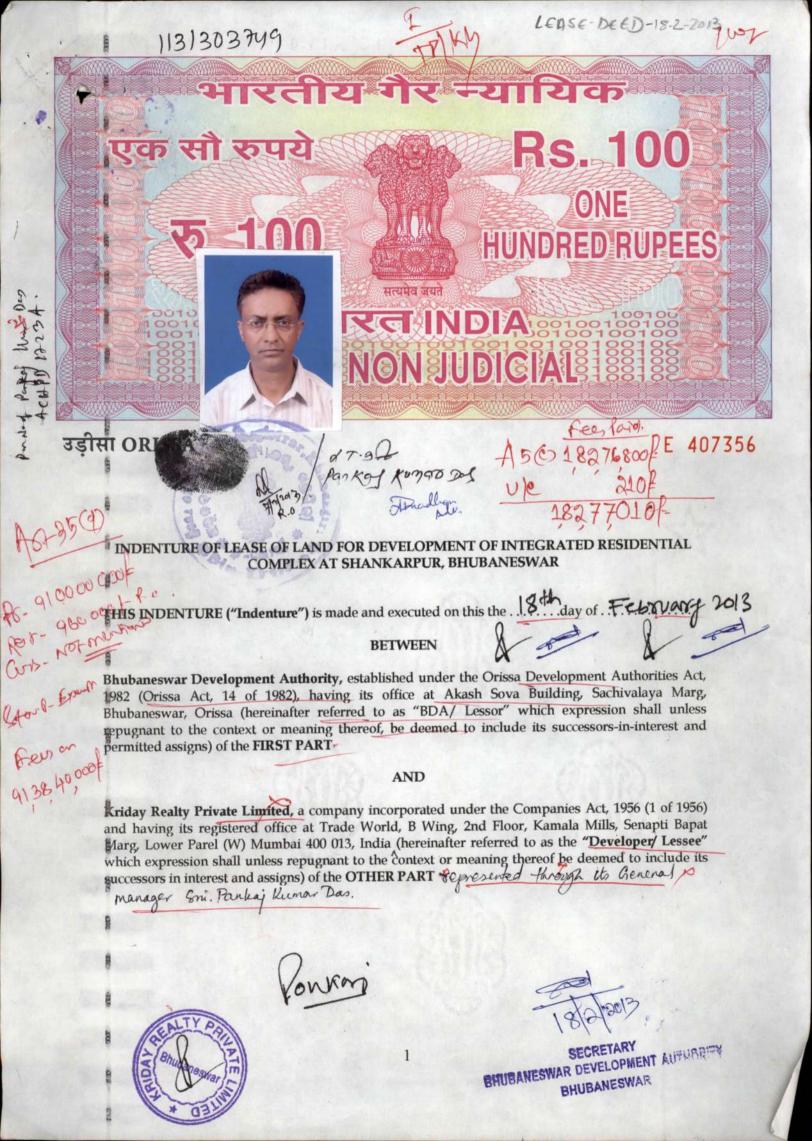
54268 NURANJAN NANDI STAMP VENDOR BHUBANI . MAR COURT REGD 1 10-3/92 DE DOHOR DAM DD SIGNATURE OF PURCHASER YEACHTOK THEW SEED AS ASSOCIATION





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PANKAJ KUMAR DAS GENERAL MANAGER OF KRIDAY REALTY PVT.LTD



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07-Mar-2013

Identified by NIHAR RANJAN PADHI Son/Wife of N/A of AS SAME PLACE by profession Business

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
NIHAR RANJAN PADHI		1404716	Willy.	07-Mar-2013

Date: 07/03/2013

Signature of Registering officer

Endorsement of certificate of registration under section 60

Registered and true copy filed in : Office of the Sub-Registrar, KHANDAGIRI

Book Number: 1 || Volume Number: 70

Document Number : 11131303737

For the year : 2013

Seal :

Date: 11/03/2013

DR

Signature of Registering officer

Print

- (ii) It has a clear and marketable title to the Demised Land free of encumbrances;
- (iii) That the Demised Land is not subject to any mortgage, lien, charge or similar or other encumbrances;
- (iv) There exist no claims, actions, litigations, arbitrations, land acquisition proceedings, garnishee or other proceedings relating to the Demised Land under the Principal Lease or otherwise. BDA shall give the Developer immediate notice of any claim, litigation, proceeding or investigation which becomes known to it during the Term (as Defined in Article 1 hereinafter);
- (v) BDA does not have any liability for any taxes or any interest or penalty in respect thereof, of any nature, that may become a lien against the Demised Land;
- (vi) There exists no claims for the rehabilitation and/or relocation of the PAPs and that the Developer shall not be responsible for the rehabilitation and/or relocation of the PAPs and it shall not be liable to pay any cost to BDA in that regard and BDA further represents that BDA shall indemnify the Developer from any claims or cost incurred or suffered by the Developer to this regard.
- 05. Both Parties represent and warrant to each other for itself that execution of this Indenture will not:
 - (i) violate any provision of its organisational documents;
 - (ii) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any agreement to which it is a party or by which it is bound;
 - (iii) violate any court order, judgement, injunction, award, decree or writ against, or binding upon it or upon its securities, properties or business, and
 - (iv) violate any law or regulation of India.

06. The Developer covenants with BDA as follows:

- (i) That it shall execute the Sub-Lease in conformity with the terms of the Principal Lease and of this Indenture and in the event of any conflict between such Sub-Lease and the Principal Lease or this Indenture, the offending terms of such Sub-Lease shall stand modified to that extent;
- That, the Developer or its agents shall during the Term hereof pay to BDA the annual rent of Rs. 19,60,000 + (plus) cess as applicable (Rupees, only) on the days and in the manner fixed by BDA for this purpose from time to time. The Developer agrees that, it shall be liable to pay the rent herein reserved, as revised from time to time as per the Government Policy from the date of such revision;
 - (iii) That the Developer shall hold and use the Demised Land in accordance with the terms of Development Agreement, including without limitation the Applicable Laws, terms of Clearance, Specifications, Standards and Good Industry Practice.



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SECRETARY
SECRETARY
BHUBANESWAR DEVELOPMENT AUTHORITY
BHUBANESWAR



Endorsement of the certificate of admissibility

Admissible under rule 25: duly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 1899, Schedule 1-A No. 35(b) Fees Paid: A5(c)-18276800 (User Charges-210, Total 18277010)

Date: 07/03/2013

Signature of Registering officer

Endorsement under section 52

Presented for registration in the office of the Sub-Registrar KMANDAGIRI between the hours of 10:30 AM and 02:30 PM on the 07/03/2013 by PANKAJ KUMAR BAS GENERAL MANAGER OF KRIDAY REALTY PVT.LTD, son/wife of , of TRADE WORLD B WING, 2ND FLOOR, KAMALA MILLS, SENAPATI BAPAT MARG LOWER PAREL(W) MUMBAI , by caste GENERAL , profession and finger prints affixed.

Signature of Presenter / Date: 07/03/2013

Signature of Registering officer

Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb : pression	Signature	Date of Admission of Execution
SECRETARY BHUBANESWAR DEVELOPMENT AUTHORITY BHUBANESWAR			Address Section Control	07-Mar-2013

'BDA" and the "Developer" are, where the context demands, individually referred to as "Party" and collectively as "Parties".

WHEREAS:

- A. The Revenue Department, Government of Orissa (hereinafter referred to as the "Principal Lessor" has executed a registered Lease Deed in favour of BDA (hereinafter referred to as the "Principal Lease") with respect to 12 Acres of land more fully described in Schedule-1 annexed thereto and also attached herewith and marked as Schedule-I (hereinafter referred to as the "Demised Land"). A copy of the Principal Lease is annexed to this Indenture as Annexure-A.
- B. It has been acknowledged by the Principal Lessor under the Principal Lease that the Demised Land would be sub-leased to the Developer by BDA to interalia design, construct, finance, market, book, operate & maintain Integrated Residential Complex over 4.856 Hectares (12 Acres) of land at Shankarpur in the capital city of Bhubaneswar (hereinafter the 'Project'), on the terms contained hereunder and the Developer in turn is entitled to construct and develop and transfer their Lease hold rights for the specified and demarcated portions of the construction (hereinafter referred to as the "Developed Units") raised on the Demised Land to sub-lessees.
- Any Sub-Lease executed by the Developer shall be in conformity with the Principal Lease and this Indenture.
- D. BDA and the Developer have also entered into a Development agreement (hereinafter referred to as the "Development Agreement"), which Development Agreement shall bind the Parties hereto with respect to all the matters dealt with therein.
- E. Through this Indenture, BDA wishes to lease the Demised Land to the Developer on the terms and conditions agreed between the Parties set out below.

NOW, THEREFORE, THIS INDENTURE WITNESSETH AS UNDER:

- O1. That in consideration of the sum of Rs.91,00,00,000/- (Indian Rupees Ninety One Crores only) and signing of the Development Agreement between the Parties and of the rent hereinafter reserved and of the covenants on the part of the Parties hereinafter contained, BDA hereby demises the Demised Land to the Developer for design, construction, finance, marketing booking, operation & maintenance of Integrated Residential Facility as per the Development Agreement and Applicable Planning & Building Regulations of BDA for a period of 90 [Ninety] years from the date of signing of this Lease Deed/until expiry of the Principal Lease, whichever is earlier ("Term").
- O2. That the Developer shall be entitled to execute the Sub-Lease in favour of Sub-Lessees in respect of the Developed Units as provided under the Development Agreement.
- O3. Subject to the provisions of the Development Agreement, the Developer may assign its rights, interests and benefits hereunder to the Lenders as security for the Financial Assistance.
- 04. BDA represents and warrants to the Developer that:
 - It has obtained the required approvals from the Government of Orissa to assign developmental rights for the development of the Demised Land;



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BHUBANESWAR DEVELOPMENT AUTHORITY
BHUBANESWAR

- (iv) That the Developer shall during the said Term pay all rates, taxes and charges of every description now payable or hereafter to become payable in respect of the Demised Land or buildings to be erected there upon whether the same be payable by the land lord or tenant;
- (v) The Developer will ensure that any construction on the Demised Land is undertaken as per the plan approved by the competent authority. A copy of the said approved plan will be submitted by the Developer to BDA, for information;
- (vi) That the Developer shall not erect or build or permit to be erected or built on the Demised Land any building other than that specified in a plan approved by the competent authority nor make an addition to any existing building or structures at any time except with the written approval of such competent authority;
- (vii) That the Developer shall conform to all rules, regulations and by-laws of the Local Authority for the area as may hereafter be constituted relating to roads, buildings, public health, safety, convenience and sanitation which may for the time being be enforced;
- That no act, shall be done or caused to be done on the Demised Land or building which is likely to be or become a nuisance or a disparagement, annoyance or inconvenience to BDA or to the other lessees in the neighbourhood;
- (ix) That all mines, mineral products, buried treasure, coal, petroleum, oil and quarries whatsoever, under the said land shall be the property of Government of Orissa;
- (x) That all sums of money due to BDA on account of rent under these presents, shall be recoverable by BDA in addition to any other remedy open to it as a public demand under the Orissa Public Demand Recovery Act, 1962 (Orissa Act, IV of 1963). In the event of the Developer not paying any instalment of the rent on or before the date fixed for the purpose, it shall in addition to the arrears pay interest as may be fixed by the Government of Orissa from time to time.
- (xi) That the Developer shall keep in tact the boundaries of the Demised Land and shall ensure inspection when required by BDA, subject to 7 (seven) days advance written notice;
- (xii) That the Developer shall not, without the consent in writing of BDA, use or permit the use of the Demised Land for any purpose other than that for which it is leased.
- (xiii) Any contingencies which is not covered and /or specified in this indenture, but, however covered under the conditions of the "Principal lease deed" shall be dealt with in accordance with such conditions of the Principal lease deed and for the aforesaid purpose, the conditions of the Principal lease deed (annexure A) shall be deemed as part and parcel of this indenture and the parties in this indenture so also the sub lessees created under this indenture shall be bound by the same.

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BHUBANESWAR
BHUBANESWAR



07. BDA hereby covenants with the Developer as follows:-

- (i) That the Demised Land is free of all encumbrances and that the Developer/Sub-Lessees paying the rent hereby reserved and perform all the covenants herein contained, shall hold and enjoy the Demised Land during the term hereof without any unlawful interruption by BDA, the Principal Lessor, or any other person whatsoever;
- (ii) That, if the Principal Lessor at any time, before the expiry of the Term desires to resume the Demised Land or any part thereof for any "Public Purpose" (however, the term "Public Purpose" shall only be applicable for circumstances where the said resumption or re-entry is necessary for ensuring national security or in cases of National Emergency and shall be mandated by the Designated Constitutional Authority) as stipulated in the Principal Lease, the Developer shall vacate the Demised Land or the part of the Demised Land as required for the above mentioned public purpose within three months from the notice in writing given by BDA and the Developer as well as all other affected parties (including Sub-Lessees and/or other lawful occupants holders of interest for the time being, who shall be using part of the Demised Land or any building or structure or improvements on the Demised Land at that point of time when the notice for re-entry is served) shall be entitled for compensation at prevailing market price and payable in accordance with the principles laid down under the Land Acquisition Act, 1894. The Developer (including Sub-Lessees and/or other lawful occupants holders of interest for the time being) shall also be entitled to compensation on account of the loss of use and occupation of the holding of the Demised Land or part of it and structure on the Land which may be fixed at such amount which may be considered equitable according to the circumstances of each case;
- (iii) That prior to the expiry of the Term of this Indenture, the Parties shall enter into good faith negotiations to renew this Lease granted hereunder. BDA shall make best effort to renew the Term of this Indenture with the Developer. BDA shall make best effort to renew the Principal Lease with Government of Orissa. If the Principal Lease is renewed, BDA may at its own discretion renew this Agreement with the Developer in accordance with the prevailing policy of the Government of Orissa;

In the most unlikely event that Lease granted hereunder is not renewed the Developer shall hand over to BDA, free of cost, the peaceful possession of the Demised Land and transfer the buildings and other structures erected upon the Demised Land as of the date of the expiry of the Term;

- (iv) That it is in sole and absolute possession of the Demised Land and has a clear and marketable title to the demised land and is in compliance with all applicable laws in relation to the demised land;
- That there exists no claim, actions, litigations, arbitrations, land acquisition proceedings, garnishes or other proceedings relating to the Demised Land. BDA shall give the Developer and the Sub-Lessees immediate notice of any claim, litigation, proceeding or investigation which becomes known to it during the Term of this Indenture;



fonkmi

SECRETARY
SECRETARY
BHUBANESWAR
BHUBANESWAR
BHUBANESWAR



- (vi) There exists no claims for the rehabilitation and/or relocation of the PAPs and that the Developer shall not be responsible for the rehabilitation and/or relocation of the PAPs and nor shall it be liable to pay any cost to BDA in that regard and BDA further represents that BDA shall indemnify the Developer from any claims or cost incurred or suffered by the Developer in this regard;
- That BDA agrees to indemnify and hold harmless the Developer and its owners, (vii) managers, officers, directors, agents, employees and authorised representatives and Sub Lessees (each an "Developer Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all Losses to which the Developer Indemnified Party may become subject, insofar as such Losses arise out of, in any way relate to, or result from (i) any breach by BDA of its obligations, performance or any condition under the Principal Lease; (ii) any mis-statement or any breach of any representation or warranty made by BDA or (iii) the failure by BDA to fulfil any agreement, obligations, covenant or condition contained in this Indenture, including without limitation the breach of any terms and conditions or this Indenture by any employee or agent of BDA or (iv) any claim or proceeding by any third party against Developer arising out of any act, deed or omission by BDA. For the avoidance of doubt, indemnification of Losses pursuant to this clause shall be made in an amount or amounts sufficient to restore each Developer Indemnified Party to the financial position it would have been in, had the Losses not occurred.
- O8. That the expression "Developer" or the "Lessees" hereinbefore used shall include its heirs, executors, administrators and agents
- **09.** All registration fees and other costs and expenses payable for the execution and registration of this Indenture shall be borne and paid by the Developer.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date first above written;

	d delivered for an on behalf of war Development Authority	Kriday Rea Kriday R	lelivered for and on behalf of lty Private Limited Lealty Pvt. Ltd. Con Nove Corised Signatory	
Name:	SECRETARY BHUBANESWAR DEVELOPMENT AU BHUBANESWAR	Name:		
Title:	BHUBANESWAR	THORITY :	. ()	
Witness:		Witness:	(C) CDay	
1. Name:		1. Name:	K. Syaw of	
Sign:		Sign:	K. Syam Sumay	
2. Name:		2. Name:	NIHAR RANJAW	PADHI.
Sign:		Sign:		
			and to	REA



SCHEDULE I:

ALL THOSE pieces and parcels of the land or ground bearing Revenue Plot No. 87/1264 admeasuring 7.990 Acres and Plot No. 87/1263 admeasuring 4.010 Acres, both together admeasuring 12 Acres situated at Mouza – Shankarpur, Khurda District under the jurisdiction of Khandarigi Sub Registrar, Bhubaneswar and bounded as follows:

North:

Plot Nos. 1, 87

South:

Plot Nos. 2, 3, 4, 5, 7, 8, 1253, 53, 1254, 56, 86, 90, 89, 88, 1263.

East:

Millan Sheet No. 2, Plot No. 137.

West:

Sarahada Mouza Paikarpur

Convari

SECRETARY ALTONOMENT A



Prepared by me. Abhirandon Pradban Adv.



Registering Officer, Khandoolr

C3 "	~			Regis	tered L	ease Adv	ance wi	th Re	nt Immovab	ie De	eed			
Date	e of the D of Executi ment Num	on	: (07/03/		E WITH RE			Volume Nur Place of Exe Registration	cutio	LZI IVA		GIRI 013	
		Name					PARTY	OH GOLDS	2000					
		Name			NEW COLUMN	Photo		Thumb Impression				Signa	ature	
DEVE	SECRETARY BHUBANESWAR DEVELOPMENT AUTHORITY BHUBANESWAR								_					
						SECON	ID PARTY	DETA	ILS			_		
		Name				Photo			Impression		5	Signa	ature	
MANA	PANKAJ KUMAR DAS GENERAL MANAGER OF KRIDAY REALTY PVT.LTD								1656639	Por	KM			
						PRO	PERTY DI	ETAILS	10					
SI.No.	District	Village	e/Thana	Khata	Plot	Prop	erty Area		Kisam		MarketVa	alue	Sabak Khata No.	Sabak Plot No.
1	KHURDA	SANKA PUR-1	445.000	421	87/1263	4Acre10Dec	imal		ALL OTHER LA	ND	0		Not Available	Not Available
	East		West		North		Sc	outh			roperty T			
NO-2,	NO-137	MOUZ			1100	PLOTNO- 2,3,4,5,7,8,1	253,53,12	,1254,56,86,90,89,88,126 MOUZA, PLOTS, T			JZA, ONE TS, TOTA	.010DECS, ONE NE KHATA, TWO TAL AREA AC S, (12 ACER)		
2	KHURDA	SANKA PUR-1	AR	421	87/1264	7Acre990De	cimal		ALL OTHER LAI	ND	0		Not Available	Not Available
	East			Wes		North		South				Property Transaction Details		
	N SHEET NO-137	NO-2,	SARAH PAIKAR		The second of	PLOTNO- 1,87	PLOTNO- 2,3,4,5,7,8	NO- 5,7,8,1253,53,1254,56,86,90,89,88,126			8,126	1/1/V/R 3-52E	EA AC ODECS I	FULL
						IDEN	TIFIER DI	ETAILS						
	Na				Father's	/ Husband's	Name		Identifier	Addre	ess		Profe	ssion
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RECEIPT UNDER SECTION 52 CLAUSE (B) (Duplicate)

Application id: 1131609290

Book No: 1

Registration Office: KHANDAGIRI Executant Name

SECRETARY BHUBANESWAR DEVELOPMENT AUTHORITY BHUBANESWAR (GOVT)

Presenter Name

Claimant Name PANKAJ KUMAR DAS GENERAL MANAGER PANKAJ KUMAR DAS GENERAL MANAGER

KRIDAY REALTY PRIVATE LIMITED

KRIDAY REALTY PRIVATE LIMITED

has been authorised to receive the document.

Year: 2016

Total Registration Fees Paid: A5(c):

Incidental Fee Details

User Charges:

Expected date of return of document:

Date: 04-Nov-2016

Signature of the Registering Officer

300

Signature of the Presentant

18200000

Kriday Realty Private Limited

04-Nov-2016

Date:

RECEIPT UNDER SECTION 52 CLAUSE (B) (Triplicate)

Presenter Name

Registration Office: KHANDAGIRI

Executant Name SECRETARY BHUBANESWAR

DEVELOPMENT AUTHORITY BHUBANESWAR (GOVT)

Total Registration Fees Paid:

A5(c):

Incidental Fee Details

User Charges:

Expected date of return of document:

Date: 04-Nov-2016

Signature of the Registering Officer Terms & Conditions:

The Presenter should deposit this receipt duly signed by him.

Documents other than WILL will be destroyed if not received within 2 years. If the document refused for registration, the registration fee shall be returned.

Signature of the Receiver

Application id: 1131609290

Book No : 1 Claimant Name

PANKAJ KUMAR DAS GENERAL MANAGER PANKAJ KUMAR DAS GENERAL MANAGER KRIDAY REALTY PRIVATE LIMITED

KRIDAY REALTY PRIVATE LIMITED

`300 `18200000

Kriday Realty Private Limited (A Subsidiary of

200 04-Nov-2016

Date: Signature of the Receiver

Authorised Sign tory

This is a Computer Generated Certificate

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IS DEED OF RECTIFICATION made on this . 44 day of

Between

Authorities — 1082 (Odisha Act, 14 of 1982), having its office at Akash Sova Building, Sachivalaya Marg, Bhubaneswar, Odisha (hereinafter referred to as "BDA/ Lessor" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and permitted assigns) of the FIRST PART;

35AA 088298

OTHER PART, Reposes n ted though it's general Manager, Son bankon

'BDA" and the "Developer" are, where the context demands, individually referred to as "Party" and collectively as "Parties".

WHEREAS:

- A. The Revenue & Disaster Management Department, Government of Odisha (hereinafter referred to as the "Principal Lessor" has executed Lease Deed in favour of BDA on 8th January, 2013 (hereinafter referred to as the "Principal Lease") and the same is registered under Sl. No. 11131300839 with the sub-Registrar at Khandagiri, on 16th January, 2013 with respect to 12 Acres of land more fully described in Schedule-1 annexed thereto and also attached herewith and marked as Schedule-I (hereinafter referred to as the "Demised Land");
- B. Further, BDA has executed sublease of the Demised Land in favour of the lessee / Developer herein vide sub-lease dated 18th February. 2013 registered with Sub-Registrar at Khandagiri vide Registration No. 11131303737 on 11th March, 2013 (hereinafter referred to as "Said Sublease")
- C. Certain inaccuracies have accidentally and inadvertently crept in the description of the said property in the said Sublease and the schedule of the Principal Lease could not be annexed to the said sublease as Annexure "A";
- D. Hence Lessor & the Lessee herein being the parties to the sublease and this Rectification Deed do hereby desire that the inaccuracies in the description of the Demised Land appearing in the said Sublease require rectification in the manner hereinafter appearing:

NOW, THIS RECTIFICATION DEED FURTHER WITNESSES that from the



Endorsement of the certificate of admissibility

Admissible under rule 25: duly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 1899, Schedule 1-A No. 35(b) Fees Paid: A5(c)-100,, User Charges-200, Total 300

Date: 04/11/2016

Signature of Registering officer

Endorsement under section 52

Presented for registration in the office of the Sub-Registrar KHANDAGIRI between the hours of 10:30 AM and 2:30 PM on the 04/11/2016 by PANKAJ KUMAR DAS GENERAL MANAGER KRIDAY REALTY PRIVATE LIMITED, son/wife of , of AT - TRADE WORLD, B WING, 2ND FLOOR, KAMALA MILLS, SENAPATI BAPAT MARG, LOWER PAREL, MUMBAI , by caste GENERAL , profession and finger prints affixed.

Signature of Presenter / Date: 04/11/2016

Signature of Registering officer

Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
SECRETARY BHUBANESWAR DEVELOPMENT AUTHORITY BHUBANESWAR			77.77.7.6	04-Nov-2016

PANKAJ KUMAR DAS GENERAL MANAGER KRIDAY REALTY PRIVATE LIMITED





Contact

04-Nov-2016

jurisdiction of Khandagiri Sub Registrar

Bounded By:

North: Plot No. 1, 87

South: Plot Nos. 2, 3, 4, 5, 7, 8, 1253, 53, 54, 1254, 56, 86, 90, 89, 88, 1263.

East : Millan Sheet No. 2, Plot No. 137.

West : Sarahada Mouza Paikarpur"

Further, the copy of the Principal Lease annexed as "Annexure A" hereto shall be treated as "Annexure A" to the sublease.

That as rectified and modified as aforesaid the said Sublease shall remain in full force and effect. All the parties have executed this Rectification Deed without paying or accepting any consideration. The remaining clauses of the said Sublease shall have same effect.

IN WITNESS WHEREOF the parties hereto have put their respective hands and seals on this of the day of wearby 2016.

Signed and delivered for and on behalf of Bhubaneswar Development Authority

कियानी है।

Signed and delivered for and on behalf of

Kriday Realty Private Limited

Kriday Realty Private Limited

(A Subsidiary of TATAHOUSING DEVELOPMENT COMPANY LTD.)





BHUBANESWAR DEVELOPMENT AUTHORITY

AKASH SHOVA BUILDING, SACHIVALAYA MARG, BHUBANESWAR - 751 001 TEL: 2396437, 2390998, 2392801, FAX: 0674-2390633

Ref. No. 27186

Date. 28.10.2016

To

The Sub-Registrar,

Khandagiri, Bhubaneswar.

Sub:-

Registration of rectification deed in respect of plot no.87/1264 and 87/1263/1802 ,Khata No.421 measuring Ac.12.000 in

Mouza-Shankarpur.

Sir/Madam,

In inviting a reference to the subject cited above, I am to intimate that, Govt. in R & D.M.Department vide order No.53104,dt-07.12.2012 have sanctioned lease of Govt. land measuring Ac.12.000 in Mousa-Shankarpur in favour of BDA as per the land schedule given below;

Mouza	Khata No.	Plot No.	Area in Acre	Kisam
Shankarpur	421	87/1264	7.990	Puratan Patita
		87/1263/1802	4.010	-do-
			Ac.12.000	

After payment of all Govt. dues, the lease deed pertaining to above land schedule was executed by BDA, Bhubaneswar and Collector Khordha and registered the same in your office vide registration No.11131300839,



BHUBANESWAR DEVELOPMENT AUTHORITY

AKASH SHOVA BUILDING, SACHIVALAYA MARG, BHUBANESWAR - 751 001 TEL: 2396437, 2390998, 2392801, FAX: 0674-2390633

- L M	Y) and a
Ref. No	Date

-2

done inadvertently. The above schedule of land is from the Govt. khata and from the same original plot and the change in no way affects any change in land since the new plot number has been created out of the old plot.

Under the above circumstances, the rectification of sub-lease deed executed between BDA and "Kriday Realty Pvt Ltd" is required to be registered.

This document may kindly be registered at an early date.

Yours faithfully,

Secretary

Enclosed: As above

ELECTION COMMISSION OF INDIA ଭାରତୀୟ ନିର୍ବାଚନ କମିଶନ KLX2433944

IDENTITY CARD ପରିଚୟ ପତ୍ର



Elector's Name

: Prasanta Kumar Das

ଭୋଟରଙ୍କ ନାମ

: ପ୍ରାନ୍ତ କୁମାର ଦାସ

Father's Name

: Bhagaban Das

ପିତାଙ୍କ ନାମ

: ଭଗବାନ ଦାସ

Sex / ଲିଙ୍ଗ

: Male /

Age as on 01/01/2002

୦୧.୦୧.୨୦୦୨ରେ ବୟସ

Address:

KLX2433944

Village/Ward

: Bhubaneswar(Part)

G.P/Town P.S.

: Bhubaneswar : Lingaraj,OldTown

District ଠିକଣା :

; khurda

ଗ୍ରାମ/ଓାର୍ଡ

: ଭୁବନେଶ୍ର(ଅଂଶ)

ଗାପ/ସହର୍ : ଭୁବନେଶ୍ୱର

ଥାନା

: ଲିଙ୍ଗରାଜ,ପୂରୁଣା ଭୁବନେଶ୍ର

ଜିଲା : ଖୋର୍ଘା

This card can be used as an Identity card Under different Government Programmes. ଏହି ପରିଚୟ ପତ୍ର ବିଭିନ୍ନ ସରକାରୀ ଯୋଜନାରେ ପରିଚୟ ପତ୍ର ରୂପେ ବ୍ୟବହାର କରାଯାଇପାରିବ ।

khurda

ଖୋର୍ଦ୍ଧା

Inches for Facsimile Signature of Electoral Registration Officer

25/03/2002 98/09/9009 For Bhubaneswar AC ଭୁବନେଶ୍ୱର

ବିଧାନସଭା ନିର୍ବାଚନ ମଞ୍ଚଳୀର

ନିର୍ବାଚନ ରେଜିକ୍ଟିକରଣ ଅଫିସରଙ୍ଗ ଦଞ୍ଚଖତ

Prasania & Das

त्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER





ACHPD1723A

HIT /NAME

PANKAJ KUMAR DAS

पिता का नाम /FATHER'S NAME

RAMESHWAR DAS

जन्म तिथि /DATE OF BIRTH

26-07-1968

26-07-19

हस्ताक्षर /SIGNATURE

wo

आयकर आयुक्त, राजकोट

COMMISSIONER OF INCOME-TAX, RAJKOT

(anka)

इस जार्ब के खो / मिल जाने पर कृप्या जारी करने साले आधिकारी को सुचित / वापस कर वें आयकर आयुक्त, 'अनृता एस्टेट', पहली नंजील, एम.जी. पोब. राजकोट - 380 001.

In case this card is lost/found, kindly inform/return to
the issuing authority:
Commissioner of Income-tax,
'Amruta Estate', 1st Floor,
M.G. Road,
Rajket - 360 001.



INCOME TAX DEPARTMENT

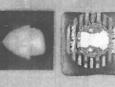
ASHUTOSH MOHAPATRA BIJAY KUMAR MOHAPATRA

03/07/1981
Permanent Account Number
ANPPM1399A





HIVA सरकार GOVT. OF INDIA





Valuation Report

Application No- 1131609290

Registration Office- KHANDAGIRI

200

Application Type- LI	ASE ADVANCE WI	TH RENT IMMOVABLE	D DETAI	L5	Status- Pend	ing for Fee collection	
Application No.	Execution Date	Presentation Date	Book No.	No. of Pages	Registration No	Registration Date	
1131609290 04-NOV-1		04-NOV-16	1	6			
EE DETAILS (In `.) Stamp Duty : Consideration Amou Benchmark Value :	nt: 45	5500000 0000000 7343200	A5(c):	ration Fee :	18200	0	

User Charges :

Name	Relation	Relation's Name	Gender	Age	Profession	Caste	Interest/Type	Presenter	Signed	Present Address	Permanent Address
SECRETARY BHUBANESWAR DEVELOPMENT AUTHORITY BHUBANESWAR (GOVT)				0			LESSOR/INSTITUTION			GOVT. OF ODISHA	
	resentativ			Institution t			Name Represent			Representative Designation	
DEVELO	SECRETARY BHUBANESWAR DEVELOPMENT AUTHORITY BHUBANESWAR		SECRETARY BHUBANESWAR DEVELOPMENT AUTHORITY BHUBANESWAR		GOVE OF ODISHA		SECRETARY				

Name	Relation	Relation's Name	Gender	Age	Profession	Caste	Interest/Type	Presenter	Signed	Present Address	Permanent Address	
PANKAJ KUMAR DAS GENERAL MANAGER KRIDAY REALTY PRIVATE LIMITED				48		GENERAL	LESSEE/INSTITUTION			AT - TRADE WORLD, B WING, 2ND FLOOR, KAMALA MILLS, SENAPATI BAPAT MARG, LOWER PAREL, MUMBAI		
	Represen	tative Name				Institution	n Name	Representatio	e Addres	100000000000000000000000000000000000000	esentalitu Ignation	
PANKAJ K KRIDA	UMAR DA	S GENERAL PRIVATE L	MANAG IMITED	ER	KRIDAY	REALTY P	REALTY PRIVATE LIMITED		AT - TRADE WORLD, B WING, 2ND FLOOR,		GENERAL MANAGER	

East		Wes	t	North South Prope				Property T	roperty Transaction Details				
MILLAN SH NO - 2, PLO - 137		SARAHA MOUZ PAIKARA	Α	PLOT NO - 1, 87					LEASE AREA AC. 4.010 DEC, TOTAL O MOUZA, ONE KHATA, TWO PLOTS, TOTAL AREA AC. 12.000 DEC.				
KHURDA	SANK	AR PUR-1	421	87/126	4		99 Acre 990Decimal)	GHARABARI	77343200	Not Available	Not Available		
East			W	/est	North			South			Property Transaction Details		
MILLAN SH PLOT NO -		- 2, S	SARAHADA MOUZA PAIKARAPUR		100	OT NO - 1, 87	2,3,4,5,7,8	PLOT NO - ,1253,53,54,125	4,56,86,90,89.		LEASE AREA AC. 7.990		

APPLICATION ID CREATED BY: ANIL KUMAR MOHANTY
DOCUMENT ENTERED BY: MALAY RANJAN SAHOO

This page is generated at http://www.igrorissa.gov.in.

(in	IC	CHALLAN ICI BANK	Depositor Copy
SHRIYA TAI	LKIES BRANCH, BI	HUBANESWAR, A	/C NO 028401002834
			sit date : 09/04/2021
Name	KRIDAY REA	THE RESERVE OF THE PERSON NAMED IN COLUMN TO SERVE OF THE	
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	PH-99375560		Tallia Marriery
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Category			
Asset no.			
File No.			
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Branch	BBSR		(Tulinit
Date	09/04/2021		Signature of Depositor
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STO OF	BOMICHAL, DBI BANK BOMICHAL, DBI BANK, PLOT NO 476-477, FIRST FLOOR CRESCENT TOWER BOMICHAL CUTTACK ROAD, BHUBANESHWAR, ODISHA-751010 **** BHUBANESWAR DEVELOPMENT AUTHORIT	D D M M Y Y Y Y
ch Pyc. Ltd. /CTS-2	Sixteen Lakh Eighty Thousand only रुपये RUPEES	प्राप्त मृत्य के लिए 3 **16,80 ३० 0.00 अदा करें।
SSK Info	प्राता गं० 37930100010050 * Not Over INR. 16,80,00 Pur: KRIDAY REALTY PRIVATE LITED Payable at par at all IDBI Bank	90.00 * अदा करें/FOR VALUE RECEIVED 7 कृते आईडीबीआई बँक लिमिटेड/For IDBI BANK LTD. 8 IMI IMI IMI IMI IMI IMI IMI I

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