Jeed NO 3104/08



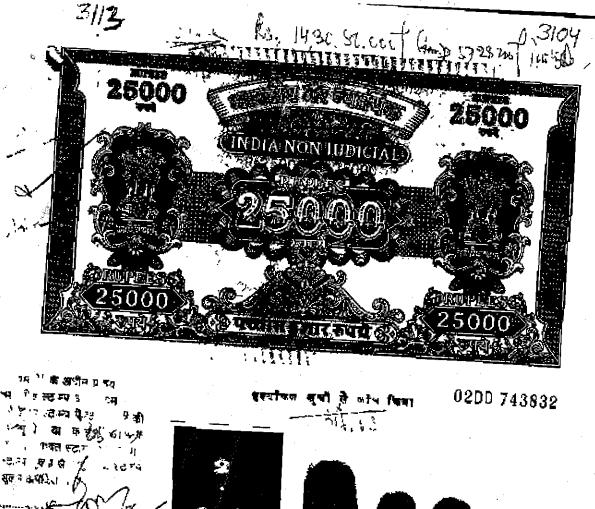
झारखण्ड JHARKHAND

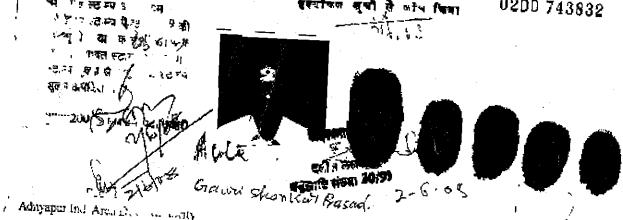
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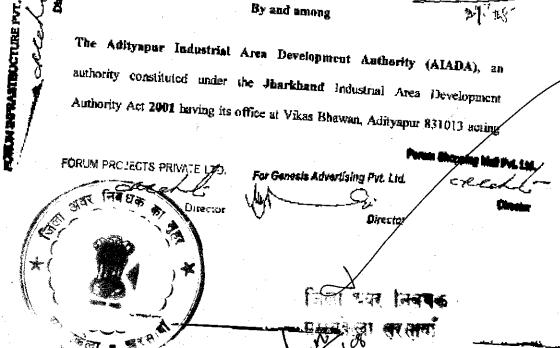
--- Adityapur

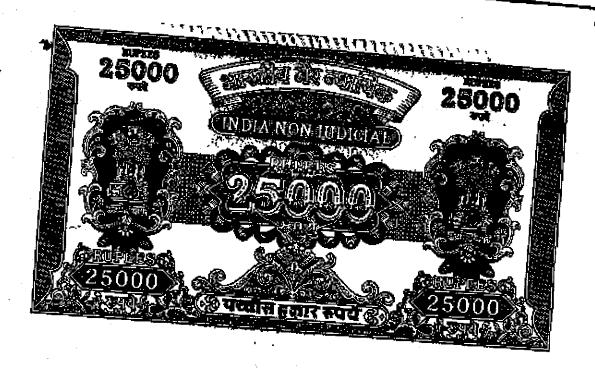
THIS LEASE DEED is executed this 2 not day of June, 2008 at Adityaple

By and among

Styles Some

The Adityapur Industrial Area Development Authority (AIADA), an authority constituted under the Jharkhand Industrial Area Development Authority Act 2001 having its office at Vikas Bhawan, Adityapur 831013 acting





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2

through its Managing Director (hereinalter called the "Lessor" which expression shall include its successors and assigns),

And

M/s, Forum Infrastructure Private Limited a company incorporated under the Companies Act, 1956 and having its registered office at 4/1, Red Cross Place,

NORLAL INTERNATIONAL PAT. LTD.

FORUM PROJECTS PRIVATE LTD

For Genesis Advertising Pvt. Ltd.

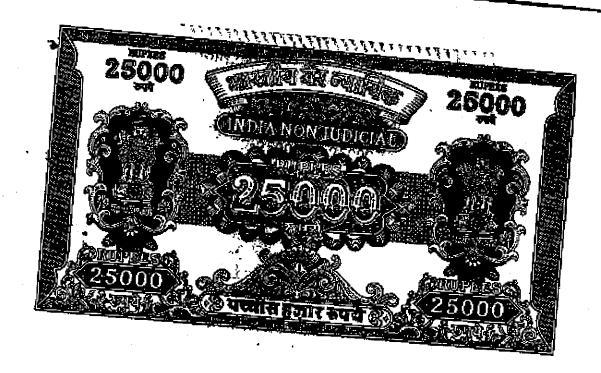
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Director

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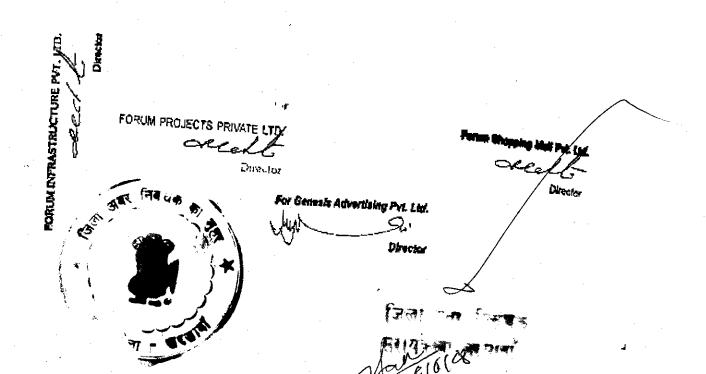
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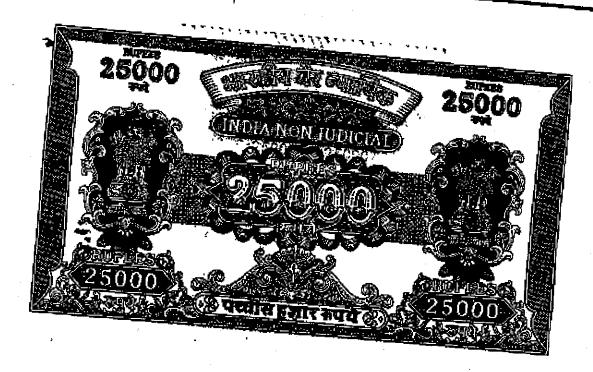
Kolkatz-700001 acting through its Director duly authorised in this behalf vide Board Resolution dated 23.03.2007 (hereinafter called the "Lessee" which expression shall include its successors and assigns);

Adityapur Ind. Area Day Authority
Adityapur

And

M/s Forum Projects Private Limited, a company incorporated under the





Companies Act, 1956 and having its registered office at 4/1, Red Cross Place,

Kolkate-760001 acting through its Director duly authorised in this behalf vide

Board Resolution dated 23.03.2007

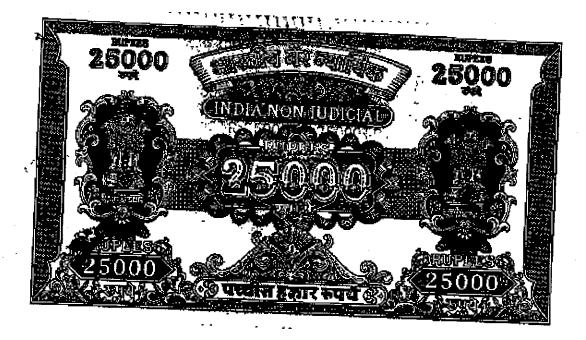
Adityapur Ind Arca Dev. According

Adityapur

And

M/n Genesis Advertising Private Limited, a company incorporated under the

PORUM INTERACTRICATRE PUT []Um C. At For Genesia Advartising Pvt. Ltd. / X



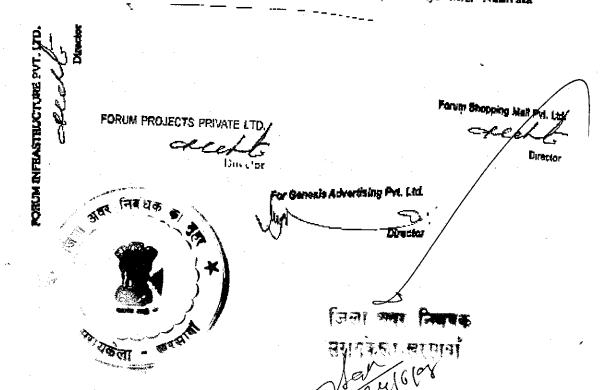
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Companies Act, 1956 and having its registered office at 7, Surat Bose Road, Kolkata-700020 acting through its Director duly authorised in this behalf vide Board Resolution dated 23.03.2007

Adayapur Ind Area Dev Authority
Adayapur

And

Mis Forum Shopping Mail Private Limited (Formerly: M/s. Namrata





Ć,

Trading Private Limited), a company incorporated under the Companies

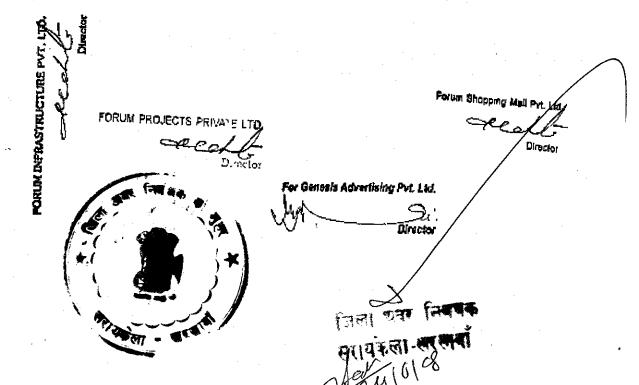
Act, 1956 and having its registered office at "Forum", 10/3, Lala Lajpat Rai

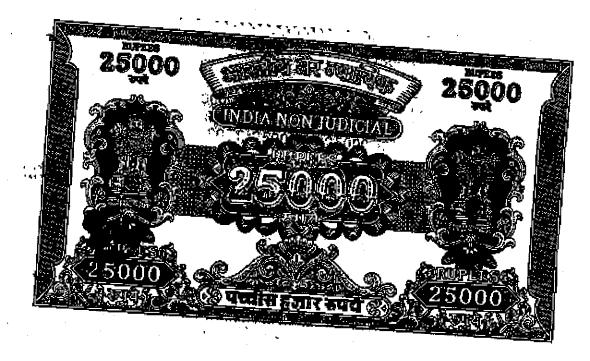
Serani, Kolkata-700020 acting through its Director duly authorised in this

Secretary

Adityapan Ind Area Dev Aditionally Board Resolution dated 23.03.2007 (the Companies M/s Forum Adityapan Private Limited, M/s Genesis Advertising Private Limited and M/s

Forum Shopping Mall Private Limited hereinafter together called the "Preferred Bidder" which expression shall include its successors and assigns).





7

## WHEREAS:

i. The Lessor (A/ADA) is the absolute owner of the commercial plot of land bearing nos. A-1, A-2, A-3, A-4, A-5, B-1, B-2, B-3, B-4, B-5, C-2(Part), Storetary

Adityapur Ind. Area Dev. Authority

C-3, C-4, C-5, C-6, C-7, C-8, C-9, NS-1, NS-3(Part), NS-9, NS-10, NS-Adityapur

I1, NS-12, NS-13, NS-14, NS-15(Part), NS-61, NS-62(Part), NS-63, NS-64(Part) admeasuring about 21 70 acres, situated at Adityapur, more

FORUM PROJECTS PRIVATE LTD.

To rector

For Genesis Advertising Pvr Ltd.

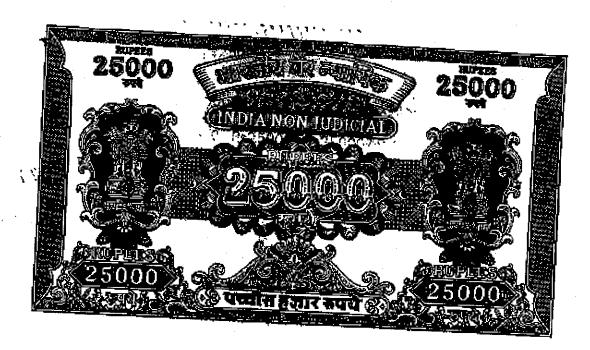
Director

Director

Director

Director

Director



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particularly described in Schedule I herepuder and shown delineated by red colour boundary line on the site plan amexed thereto (hereinafter the "Demised Plot").

Adityapur Ind. Area Dev Adityapur
Adityapur

The Lessor has decided to grant the leasehold rights of the Demised Plot for a period of ninety years for the purpose of construction of the

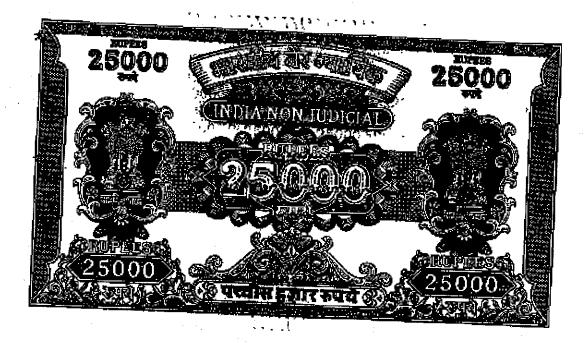
FORUM PROJECTS PRIMA'E LTD.

For Genesia Advertising Pvt. Ltd.

Director

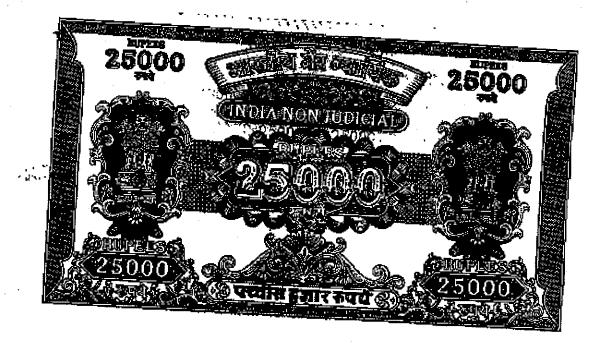
Director

Director



Adityapur City Centre thereat, comprising Star Hotel, Club, Medical Centre/Hospital, Multiplex and Retail/Shopping Mall. Residential Sergefary accommodation for the employees of Forum Infrastructure Pvt. Ltd as Adityaput well as all the operators, entreprendurs and service providers of the Adityapur City Centre and also the associates, employees of operators, entrepreneurs and service providers engaged with Adılyapur City Centre

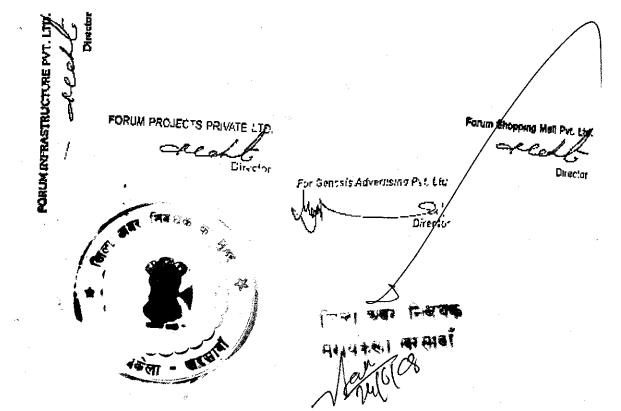
PORUM INFRASTRUCTURE PVT Director Owechar For Genesis Advertising Pvt. Ltd. Director

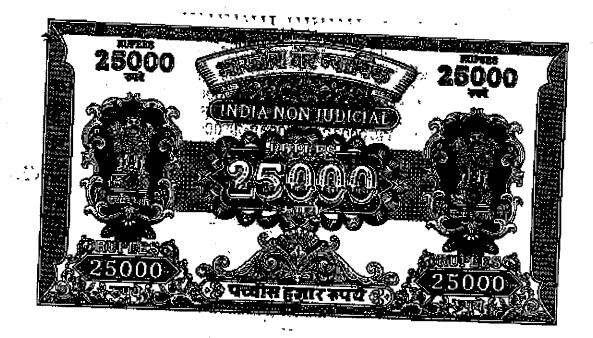


10

Segretory Adityapar Ind. Area Dev Adityapur

on Lease/Sub-lease basis for a total built up area not exceeding 20% of the gross built up area of the facilities within City Centre and Office, with the support infrastructure and utilities (hereinafter the "Facilities", more particularly detailed in RFP Vol 1 Clause 1.6 and residential accommodation) with each such Facility being constructed more or less on the plot earmarked for it, as shown in the said site plan with further

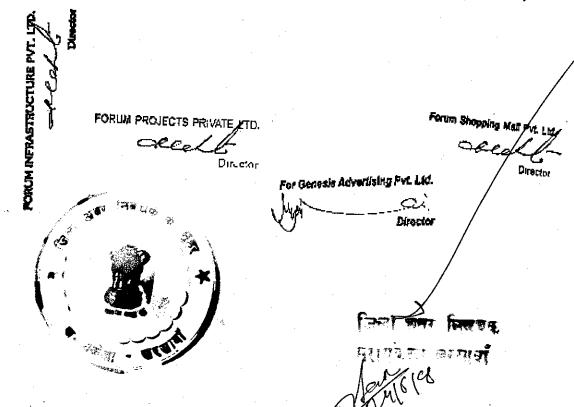




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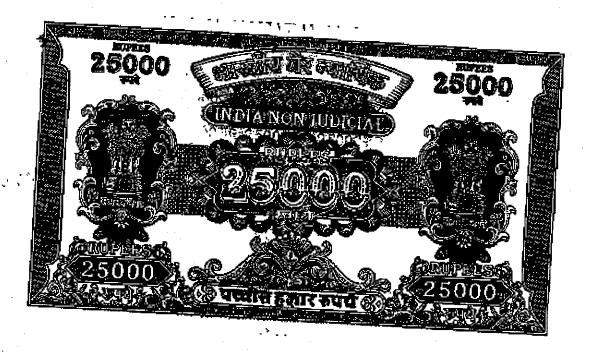
inclusion of residential accommodation, together with site development, the landscaping, parking spaces and other structures, infrastructure, facilities, amenities and all types of works in accordance with the Development Controls and Guidelines, annexed hereto as Schedule II. Authority
the applicable laws, the terms of clearances, approvals, no-objection

certificates and permissions etc. including environmental clearances from



Adityapur ind Area Dev

Adityapur



12

the State Pollution Control Board and the Ministry of Environment. Government of India (bereinafter the "Applicable Permits") and good industry practice (hereinalter the "Project" or the "Adityapur City Sepictury Centre" or the "City Centre"), Adityapur lad Area Dev. Al.........

Adutyapur

The Lessor invited bids for the Project vide its Request For Proposal 3.

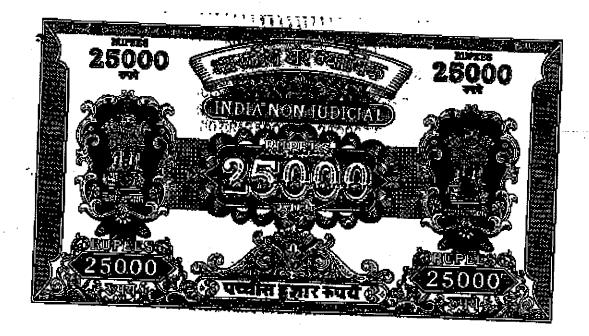
PORUM INFRASTRUCTURE PVT. LT

FORUM PHOJECI'S P.G. III Director

For Genesis Advertising Pvt. Ltd

Director Director





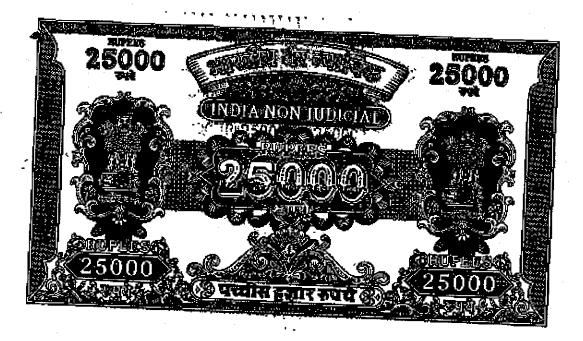
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(hereinafter the "RFP") dated 04.09,2006 The bid dated 14.10.2006 offered by the Lessee being the highest bid has been accepted by the Adityapur ind. Area Day. Descrip Vide its Letter of Acceptance dated 14.12.2906 on the terms and Adityaput conditions set forth therein.

The Lessor is desirous of giving the Demised Plot on lease and the Lessee

FORUM PROJECTS PRIVA E LAD. For Ganesis Advertising Fer. Ltt. Director

PORUM INFRASTRUCTURE PVT. LTD.



14

is desirous of taking the Demised Plot on lease for a ninety year period for the purpose of implementing the Project thereat in accordance with the Sergylery

Adityapur Ind. Area Dev. Administration or "Deed", which term means, unless the context otherwise requires, this agreement, including the recitals and schedules to it, as amended or modified by the Parties in accordance with the

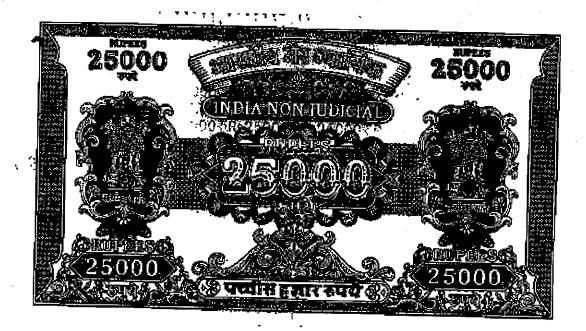
FORUM PROJECTS PRIVATE LTD.

Director

Director

Director

Director



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provisions hereof, the bid submitted by the Lessee and the RFP issued by

the Lessor)

Adityapur Ind. Area Dev Authoring

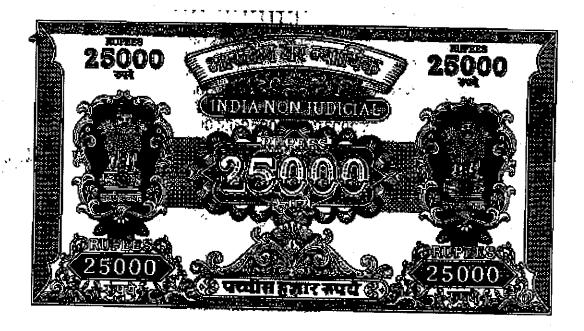
Adityapul

The Preferred Bidder/Lessee has paid to the Lessor the entire amount of lease premium by bank draft drawn on State Bank of India, Industrial Finance Branch, Kolkata in two installments on 24th January, 2007 and

PORUM INFRASTRUCTURE PVT. For Genesis Advertising Pvt. Ltd.

Forum Snopping Map Pvt Ltd

Director

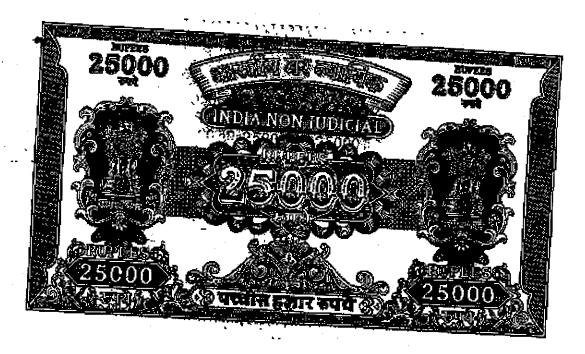


16

Lessee has already paid project development fees of Rs. 1,51,03,014/-

15th October, 2007 amounting to Rs. 5,56,00,000/- (Rupees Five crores fifty six lacs only) and Rs. 5,56,00,000/- (Rupees Five crores fifty six lacs only) respectively totaling to Rs. 11,12,00,000/- (Rupees Eleven crores Addityapur Ind. Area Dev. Audiovity

Addityapur twelve lacs only), the receipt of which the Lessor acknowledges



17

Sectionary

ILEFS Infrastructure Development Corporation I imited for and on behalf
Adityapur Ind Area Dev. Authority Lessor as a precondition to the execution of this lease deed. The
Lessor has agreed to execute this lease deed on terms, conditions and
covenants setforth hereinafter.

PORUM INFRASTRUCTURE PVT. 13D.

FORUM PROJECTS PRIVATE L DY

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Forum Shopping Mail Pvt. Ltd.

Director

For Genesis Advertising Pyr. La

Divector

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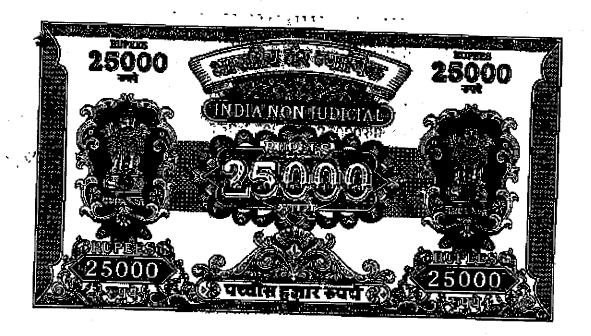
## NOW THIS INDENTURE WITNESSETH AS UNDER:

A. Demise of Demised Plot

Adatyapur

That in consideration of the amount of Rs.11,12,00,000/- (Rupees Eleven Adityapur lad Area Dev /ernires hwelve lacs only) paid towards the tendered lease premium in the manner as stated hereinafter before the execution of these presents (the receipt where of the Lessor hereby acknowledges) and of the rent

PORUM INFRASTRUCTURE PVT. FORUM PROJECTS PRIVATE LTD. Forum Shopping Man Pvi. L



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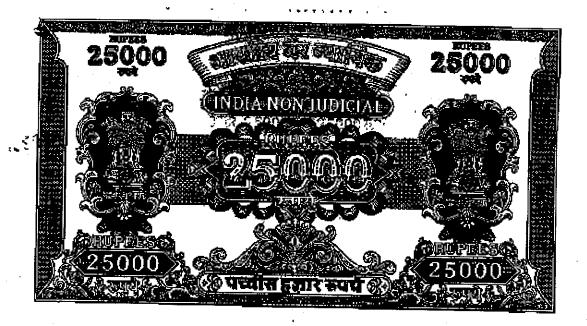
hereinafter reserved and of the covenants on the part of the Lessee hereinafter contained, the Lessor doth hereby demise unto the Lessoe, all Adityapur Ind. Area Day. Adiameny Adatyapur that Demised Plot bearing nos. A-1, A-2, A-3, A-4, A-5, B-1, B-2, B-3, B-4, B-5, C-2(Part), C-3, C-4, C-5, C-6, C-7, C-8, C-9, NS-1, NS-3(Part), NS-9, NS-10, NS-11, NS-12, NS-13, NS-14, NS-15(Part), NS-61, NS-62(Part), NS-63, NS-64(Part) in the lay-out plan of Schedule !

Forum Shopping Mail Pvy Ltd

Director

For Ganasia Advertising Pvs. Ltd.





20

Adityapur in it. Adityapur Particularly described in Schedule I hercunder written and with boundaries thereof for greater clearness have been defineated on the site plan annexed thereto and thereon coloured red, TOGETHER with all rights, easements and appurtenances whatsoever to the Demised Plot to be used only for the

CARDA INTRASTRICCTURE PVT. LITE

FOREST PROJECTS PRIVATE LTO.

Director

Forum Shopping Mail Pvt Ltd.

Director

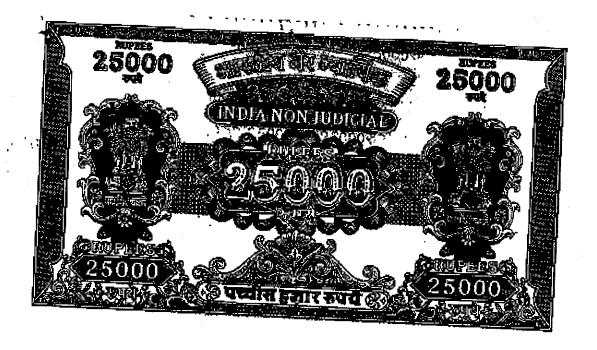
For Genesis Advertising Pvt. Ltd.

Director



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Jan 6108



21

aforesaid purpose belonging or appertaining TO HOLD the Demised Plot unto the Lessee for a period of 90 (ninety) years from 2nd day of June.

Adityapur Ind note the 2008 yielding and paying therefore yearly rent payable in advance as follows:

1.5% of the Lease Premium per annum for Years 1 to 5

2.0% of the Lease premium per annum for Years 6 to 10

PORTA INFRASTRUCTURE PVT. 170.

FORUM PROJECTS PRIVATE UD.

Director

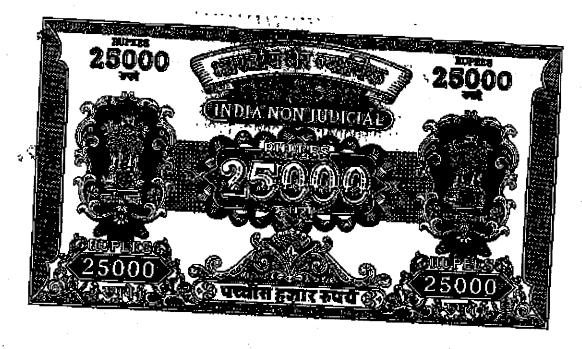
Forum Shopping Mail Pvi. 134

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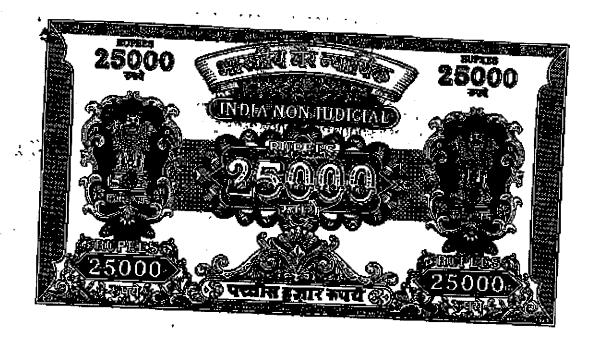


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- 2.5% of the Lease Premium per annum for Years 11 to 30
- 3.5% of the Lease Premium per amaum for Years 31 to 60
- 5.0% of the Lease Premium per annum for Years 61 to 90

Addyaput In Addyapur

Rs. 83,40,000/- (Rupees eighty three lacs forty thousand only) hump aum for the first five years from 2nd day of June. 2008 to 1st day of June. 2013, which has been paid as an advance lease rental in single lump sum



23

payment of Rupce \$3,40,000/. (Rupees eighty three lacs forty thousand only) prior to the date of these presents (the receipt whereof the Lessor hereby acknowledges) and thereafter upfront and in advance in single lump sum payment for every block of five years (Year 6 to Year 10 and every subsequent block of five years thereafter during the Term of Lease) at least one month prior to the date of commencement of each of such block of five

Adhyapar Iada Adhyapar

PORUM INPRASTRUCTURE PVT. LTM.

— R. C. C. C.

Director

FORUM PROJECTS PRIVATE LT

Director

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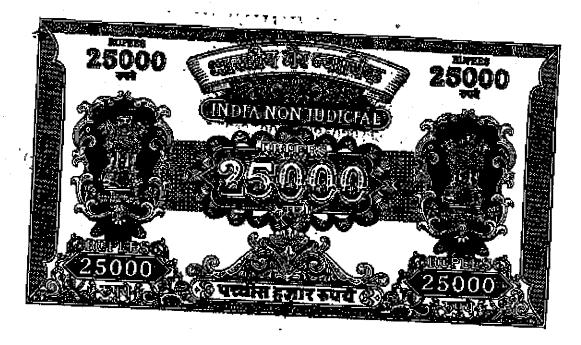
Charles.

BANK WING

For Geneels Advertising Pvt. Ltd.

Director

नरायकता सम्मवां विशेष



24

years at the rate expressed as percent of the Lease Premium (the sum already paid and such other sum or sums hereafter to be paid towards Lease Premium under the covenant and conditions hereinafter contained)

Addityapur as shown above through cheque/demand draft in favour of the Leasor payable at Adityapur or at such other place as may be notified by the Leasor for this purpose from time to time. The first of such payment made

TRUCTURE PVT. U.D.

FORUM P-OJECTS PRIVATE LED Director

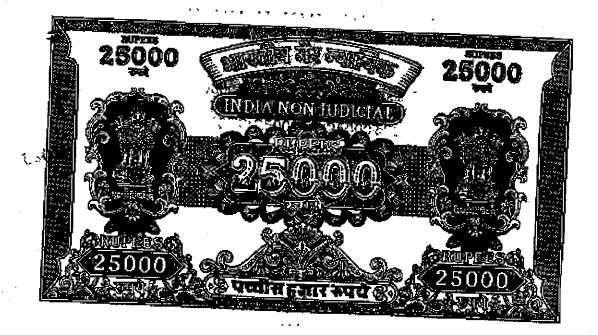
For Genesis Advertising Pra. Ltd.

Director

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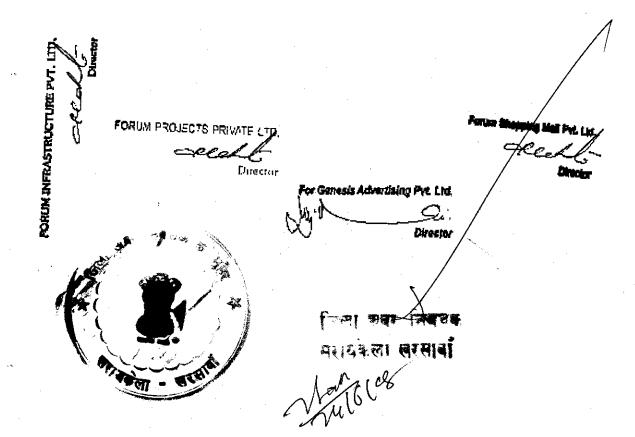
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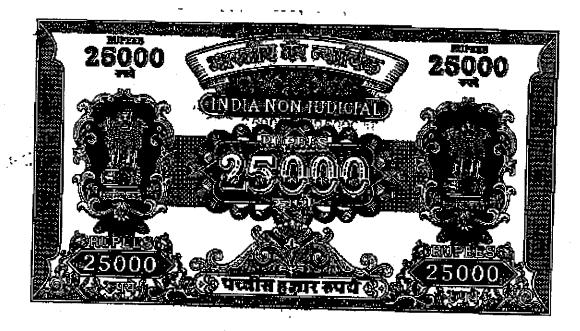
PORUM INFRASTRUCTURE PVT. LTD.



25

on the 24th day of January, 2007 and the rent amounting to Rs. 83,40,000/(Rupees eighty three lacs forty thousand only, 1.5% of the Lease
Premium, i.e. Rs. 83,40,000/- only) from 2nd day of June, 2008 to 1st day
Adity.put limb costs from 2nd day of June, 2008 to 1st day
Adity.put of June, 2013, paid before the execution of these presents.





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## B. Payment of Leave Premium

The Lessee has paid to the Lesser the entire Lease Premium of Rs. Acityepus 11.12.00,000/- (Rupees Eleven crores twelve lacs only) in the following manner:

FORUM = 27 JECTS PR WITE ID.

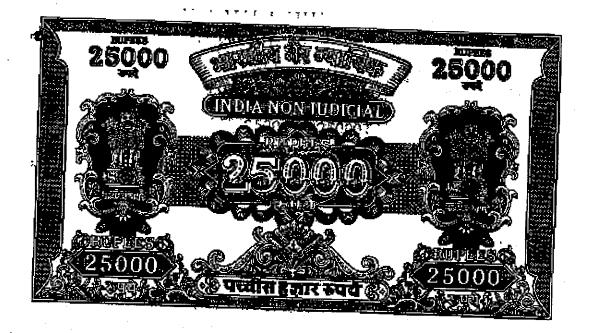
Director

Director

Director

Director

Director



27

Adityapur Adityapur

Rs. 5,56,00,000/- (Rupees five crores fifty six lacs only), half of the Lease Premium prior to the signing of this Lease Agreement which has been paid by Demand Drafts Nos. 136034 and 645516 drawn on State Bank of India, Industrial Finance Branch, Kolkata both dated 24,01,2007 for Rs. 5,00,00,000 60/- (Rupees Five Crores Only) and Rs. 56,00,000,00/- (Rupees Fifty Six Lakhs Only) respectively.

FORUM PROJECTS PRIVATE LTD.

Director

Forum Shopping Mail Pvi Ltd

Director



For Genesis Advertising Pvt. Ltd.

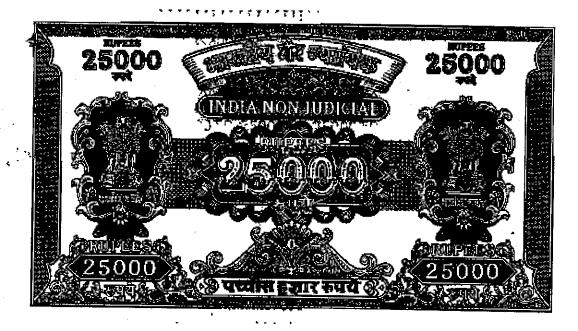
Director

And of the same



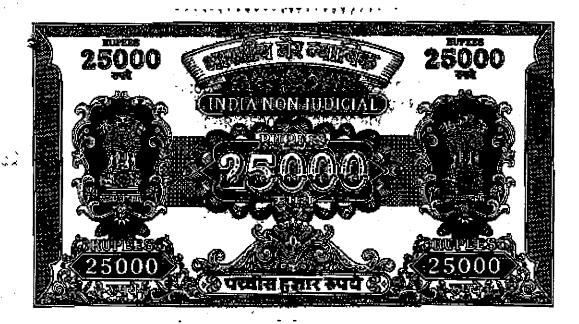
The Lessee has also paid the balance half of Leuse Premium amounting to Rs. 5,56,00,000/- (Rupees Five crores fifty six lacs only) Adityapur by six separate Demand Drafts drawn on State Bank of India, Industrial Finance Branch, Kolkata as per details below :

PORUM INFRASTRUCTURE PVT FORUM PROJECTS PRIVA Director or Genesia Advertising Pvt. Ltd. नित्य केंग्र नित्य के समावां समाय ज्ञान कर सावां भीना है एक



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Adityapur lad. Area D.v. Athor. Adityapur Adityapur	Demand Draft No.	<u>Date</u>	Amount(Rs.)	
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	ny 051263	15.10.2007	99,00,000	
	051264	15.10.2007	99,00,000.00	
	051265	15.10.2007	99,00,000.00	/
<b>*</b> . ≀ 5	051266	15.10.2007	99.00,000.00	
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FORUM PRO	JECTS PRIVATE LTD.	•	Forum Shopping Med Pet. Ltd.	
FORUM INFRASTRUCTURE PVT. LTD  LOS MIN SOLUTION  Directo  Directo	D.rogtor		Director	
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Adityapur Ind. A Salah Aufhang

Adityapur

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15.10.2007

61,00,000.00

TOTAL

5,56,00,000,00

C. Term of Lease

a) The term shall commence from the date hereinabove written, 2nd day of inno, 2008, and shall extend for a period of 90 (ninety) years from

PORUM INFRASTRUCTURE PVT. LTD.

FORUM PROJECTS PAYOR TO.

Forum Shopping Mail Pyl Ltd

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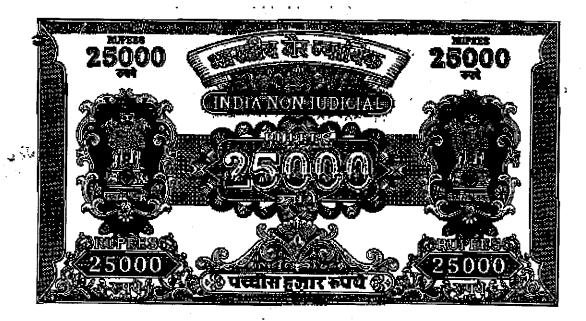
For Genesis Advertising Pvt. Ltd.

Directo



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such date or the earlier termination of this Deed in accordance with the terms and conditions thereon (hereinafter the "Term of Lease").

b) The Lessee shall be entitled during the Term of Lease to be in peaceful possession and the use of the Demised Plot. The Parties accept and agree that the Demised Plot shall be used for the implementation of the

FORUM PROJECTS PROMISELY

Forum Shopping Mair Pvt. Ltd.

Allerana.

Director

For Genesis Advertising PvL Ltd

Director



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project commercially and for residential accommodation (upto 20% max, of gross built-up-area) for the employees of Forum Infrastructure Adityaper Ind. Area to v. Authority Pvt. 14d. as well as all the operators, entrepreneurs and service providers Adityapur of the Adityapur City Centre and also the associates, employees of operators and service providers engaged with Adityapur City Coure on Lease/Sub-lease basis

for Generals Advertising Pvs. Ltd.

Directly/

PORUM INFRASTRUCTURE PVT. LT



33

The Parties agree and accept that the lease shall not be renewed after the expiry of the form of Lease by efflux of time.

SUBJECT ALWAYS to the exceptions, reservations, covenants and conditions hereinafter contained, that is to say, as follows:-

T) Reservation of Mines etc.

The Lessor excepts and reserves unto itself all mines, minerals,

PORUM INFRASTRUCTURE PVT. LIJ

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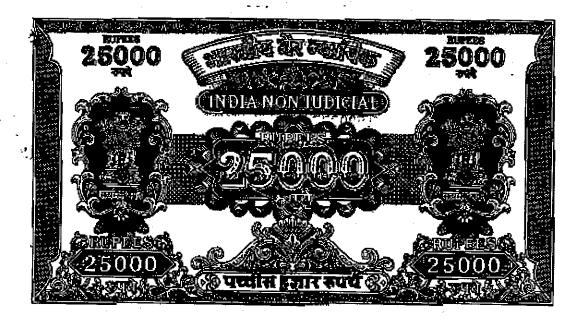
FORUM PROJECTS FRIVATE LT

Dector

For Genesis Advertising Pvt. Ltd.

Director

Adityajan 🚟



34

Adityapur Ind. Afea :--- Adityapur

coal, gold-washing, earth oils and quarries in or under the Demised Plot, to be used only as per the use specified/the Project and full right and power at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, working, obtaining, removing and enjoying the same without providing or leaving any vertical support for the

FORUM PROJECTS FRITE = LyO.

Otherctor

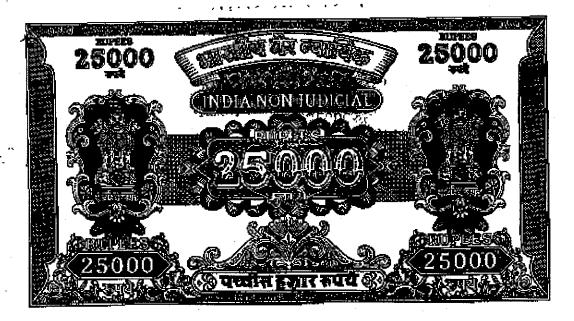
For Generic Advertising Per. Ltd.

Director

Director

Director

Director



35

au Day, Authority Adityapur InJ. Adityaput

surface of the Demised Plot or for any building standing thereon; provided always that the Lessor shall make reasonable compensation to the Lessee for all damage directly occasioned by the exercise of the rights hereby reserved or any of them.

## II) Covenants of Lessee

The Lessee for uself, its successors, assigns, administrators,

Director

For Genesis Advertising Pvt. Ltd.

Diregion

PORUM INFRASTRUCTURE FVT. U



36

Adityopur In . . . . Din. Attumy Adityopur legal representative and fletsons claiming through or under it covenants with the Lessor in the manner following, that is to say:-

 The yearly rent expressed as percent of the Lease Premium as provided above hereby reserved shall be calculated on

FORLM PROJECTS - NATE U/O.

Fortim Shapping Mell Pvt. Ltd

Director

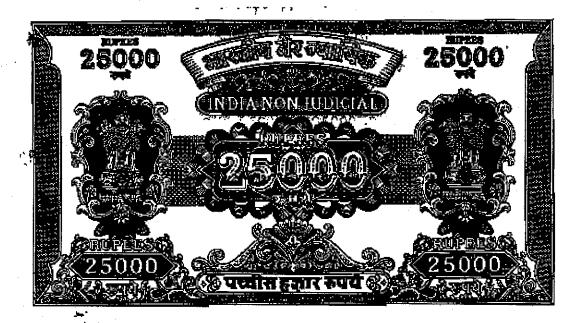
Director

For Genesis Advertising Pvt. U.d. Director



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Adinyapur Francisco Authority

the Lease Premium and from 2nd day of June, 2008

 'flie Lessee shall pay up to the Lessor the yearly lease rent hereby reserved on the days and in the manner herein hefore appointed.

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Forter Shopping Mail Pvt, Ltd.

Director

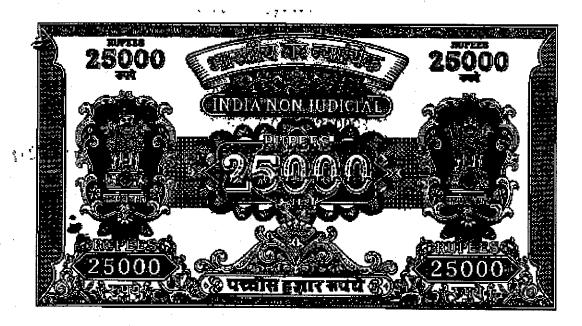
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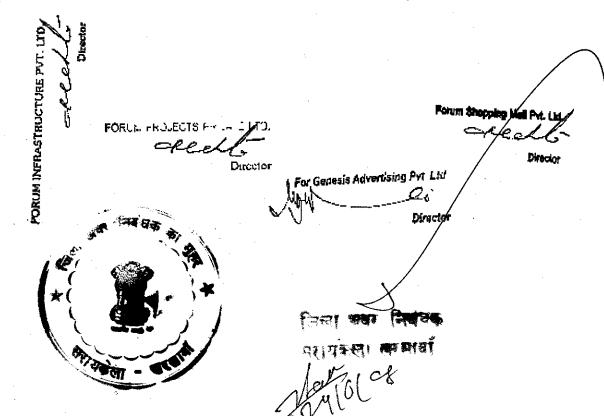


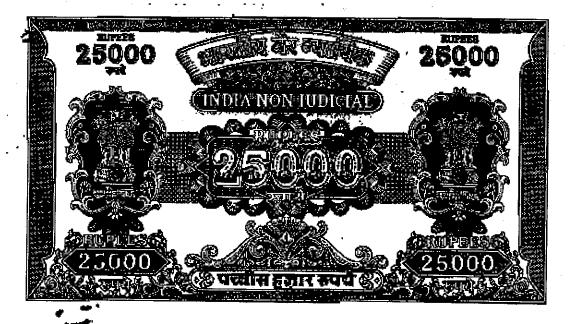
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Adityapur Ind Area Des Authority
Adityapur

3. a)

The Lessee shall not deviate in any manner from the layout plan to be approved by the Lessor nor alter the size of the Demised Plot for the said purpose either by sub-division, amalgamation or otherwise unless specifically permitted to do so by the Lessor.





39

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b) Each of the Project component/Facilities shall be developed and constructed on the plot and shown in red in the site plan attached to Schedule I; provided that the Lessee shall have flexibility in the utilisation/allocation of the maximum built-up area of plot for commercial complex (within the Demised

FORUM PROJECTS -Fix

Director

for Genesis Advertising Pvt. Lid.

Discutor

PORUM INFRASTRUCTURE PVT.



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Adityapur Ind Adityapur

Plot) for the permitted activities there at (shopping mall, multiplex, traditional retail and office space) as per the Lessee's assessment of the market demand.

C) The Lessue shall have complete flexibility in deciding upon the dispersal of components and sub

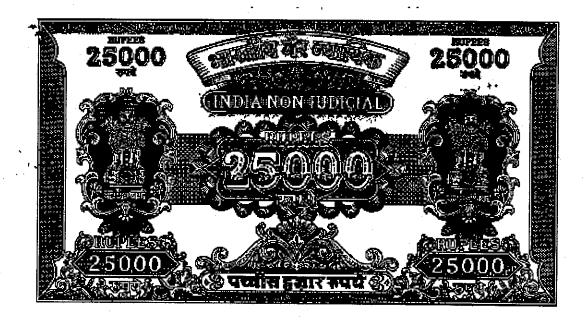
FORUM PROJECTS PARTERS.

For Genesis Advertising Put. List

Pirector

For Genesis Advertising Put. List

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43

Adityapur Individual Dev Authoritis

components within the zones/plots relating to each bacility/the Demised Plot, as well as the layout of roads and open spaces within such zones/plots, subject to the development potential and controls for each such zone/plot as identified in the Development Controls and Guidelines.

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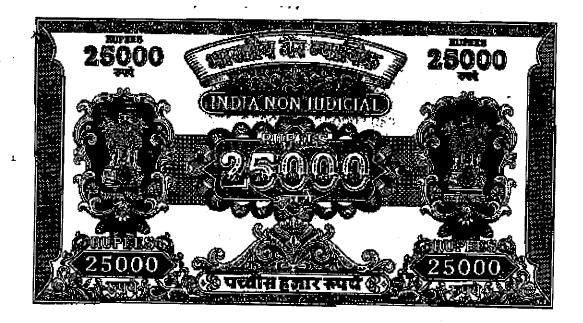
Director

PORUM INFRASTRUCTURE PVT. LT

For Geneals Advertising Pvt. Ltd.



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The Lessee shall at its cost apply for all necessary Applicable Permits for start of construction of the Facilities/Project within 120 days of taking over of possession of the Demised Plot and obtain the same, as necessary, prior to commencing the development and construction work.

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Forum Shopping Mail Pvt. (Jd.,

Director

For Genesis Advertising Pvt. Ltd.

Director

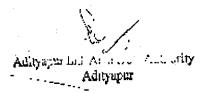


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b) The Lessee shall at its cost commence the development and construction work of the Project within 180 days from the date of taking possession of the Demised Plot.

FORUM FROMETS OF BUILDING MAIN PVI, Let Director

For Genesis Advartising Pvi, Ltd.

Director

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44

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Permits from the relevant competent authorities as are required, from time to time, for the development, construction, implementation, completion, commissioning and the operation and maintenance of the Facilities/Project, unconditionally or if subject to conditions then all such conditions shall have been

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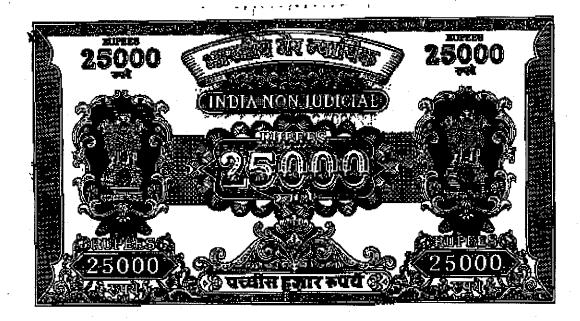
Cirector

For Genesis Advertising Pv1. Ltd.

Director

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satisfied in full and such Applicable Permits are in full force and effect.

d) The Lessee shall, within a period of 36 months from the date of getting physical possession of the demised plot free from all encumbrances, (the

PORUM INFRASTRUCTURE I'VT, LTD.

FORUM PROJECTS FRIVATE LTD

Director

Director

Director

Director



46

Adityapur Ind. Area Lev. Authority
Adityapur

"Scheduled Construction Completion Date") and the time so specified shall be the essence of the contract, after obtaining sanction to the building plan, with necessary designs, plans and specifications from the proper municipal or other authority, at its own expenses, construct, complete and commission

PORUM INFRASTRUCTURE PVT. LTD

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Forum Shapping Mali Pvt. Ltd.

Director

For Genesis Advortising Pvt. Ltd.

Director



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in a substantial and workman-like manner, in accordance with the provisions hereof, by itself or through sub-lessees or subcontractors, the Star Hotel.

Club, Medical Centre/Hospital, residential accommodation (upto 20% max. of gross built-uparts) for the employees of Forum Infrastructure Pvt.

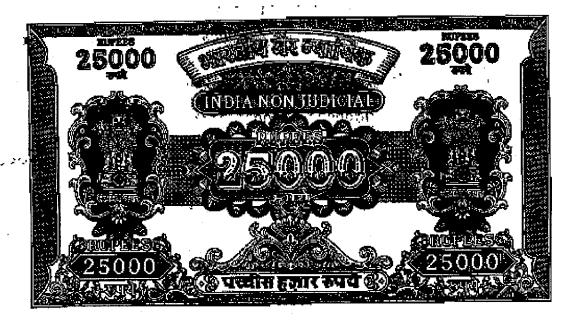
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For Generis Advardsing Par Ltd.

Director

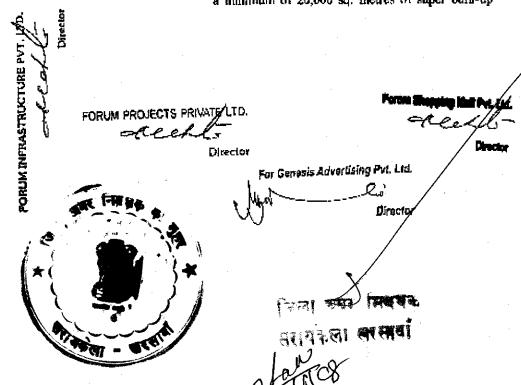
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Ltd. as well as all the operators, entrepreneurs and service providers of the Adityapur City Centre and also the associates, employees of operators, emrepreneurs and service providers engaged with Adityapur City Centre on Lease/Sub-lease basis and a minimum of 20,000 sq. metres of super built-up

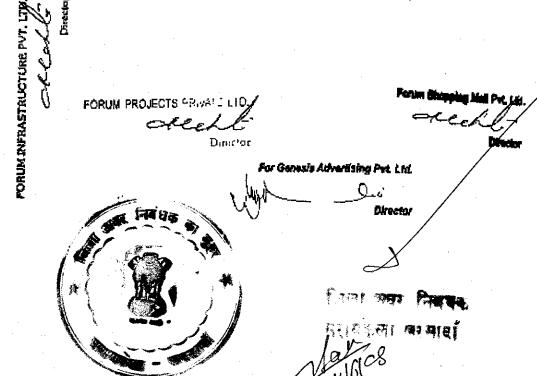




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Adityapur Adityapur

area in the commercial plot comprising the multiplex (mandatory) and retail/shopping mail and office space, with the support infrastructure and utilities (the "Essential Components"). The Lessec shall arrange the funding (dobt, equity and other sources of funding) required for the project by the Scheduled





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Construction Completion Date and ensure that the issued, subscribed and paid-up equity capital of the Lessee is not less than Rs. Ten Crores by such date Provided that, in the event that construction completion of the Essential Components does not occur by the Scheduled Construction Completion

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Porum Ellepping Mail Pv. Ltd.

Director

For Genesis Advertising Pvt. Ltd.

Su' Director



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Date, the time for achieving the same shall, subject to the Lessee paying the stipulated damages, be extended by two years from the Scheduled Construction Completion Date, subject to and in accordance with the provisions of Clause IV (2) (e) and (f) herein below

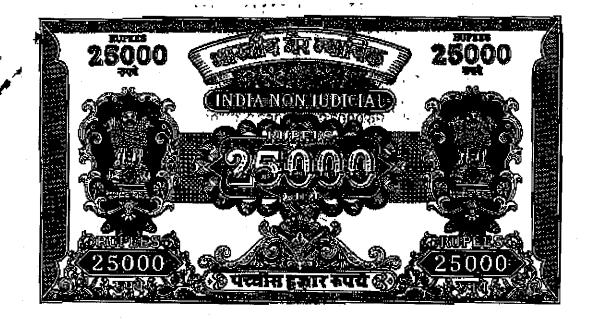
FORUM PROJECTS PRIVATE LTD

Director

For Ganesis Advertising PvL Ltd.

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FORUM INFRASTRUCTURE PVT



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Adityopur

The Lessor shall ensure that each facility being constructed only on the Plot in the said site plan annexed to Schedule 1 is in accordance with the Development Controls and Guidelines, the applicable laws, the terms of Applicable Permits and good industry practice and in accordance with the

PORUM INFRASTRUCTURE IVIT, LTD.

FORUM PROJECTS PANALE LID.

Director

Forum Shopping Mail Pvt. Ltd

Directo

For Genesis Advertising Pvt Ltd

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Adityapur Ind. Area Dev. Authority
Adityapur

sanctioned building plan to the satisfaction of such municipal or other authority as under.

Commercial buildings, at least 20,000 square metres of super built-up area, comprising the multiplex (mandatory) and any or all of shopping mail retail, and offices.

PORUM INFRASTRUCTURE PVT. LZD.

FORUM PROJECTS PRIVATE LTD

Director

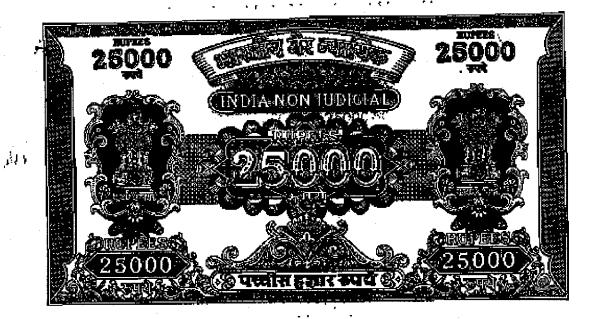
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Director

For Genesia Advertising Pvt. Ltd.



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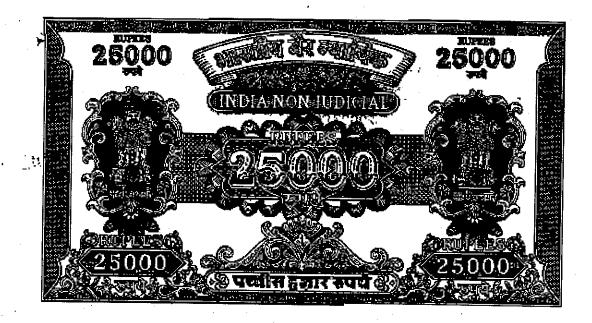
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The Star Hotel with at least 100 operational rooms and all common facilities like kitchens, restaurants, banquet/conference halls, tobbies, etc. along with all supporting infrastructure for the same

The Club with all the planned facilities

PORUM INFRASTRUCTURE PVT. LJ FORUM PROJECTS PRIMATE LTD. For Genesis Advertising Pvi. Ltd Director सर्।यक्ता ल्रमामां



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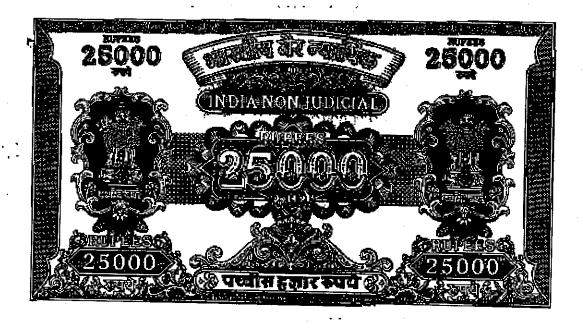
The Medical centre/Hospital, with at least 100 operational beds and all common facilities like operation theatres, common areas, kitchens. laundry, examination rooms, waiting areas, etc. along with all supporting infrastructure for the same

PORUM INFRASTRUCTURE PVT

FORUM PROJE

For Genesis Advertising Pvt. Ltd.





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- The residential apartment buildings with all supporting infrastructures having built-up-area not exceeding 20% of the super built-up area in the City Center.
- The Central Park and parking area/access roads, and

Director

For Genesis Advertising Pvt. Ltd.



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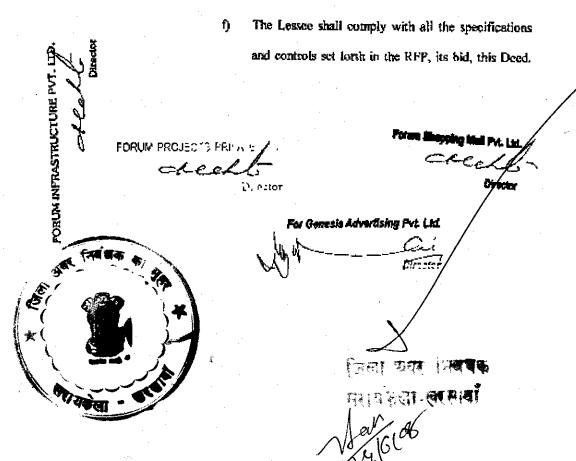
PORUM INFRASTRUCTURE PVT.



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- The landscaping of the open space.
- All supporting on-site infrastructure required for the above





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Adityapur Ind Area Day Authority

the applicable law, the Applicable Permits and good industry practice and shall construct and complete the Facilities and the parking lot/spaces and landscape areas within the stipulated time.

PORUM INFRASTRUCTURE PV7. LTD.

g) The Lessec shall earmark within the plot

FORUM PROJECTS PRIVATE \_TD/

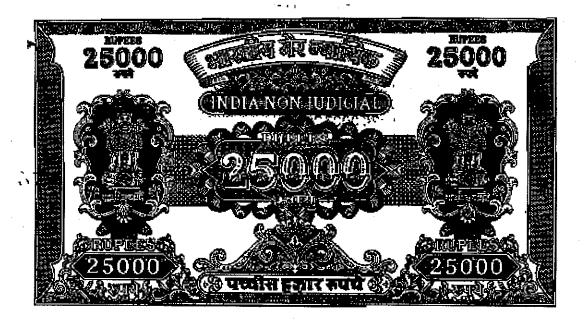
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Director

For Genezis Advertising Pvi. Ltd.

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area/basement space for construction of ground reservoir/booster pumping station to supply water to all the floors in the buildings/structures thereat. The concerned competent authority shall supply water at the ground level only.

FORUM PROJECTS PRIVATE LTD.

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Director

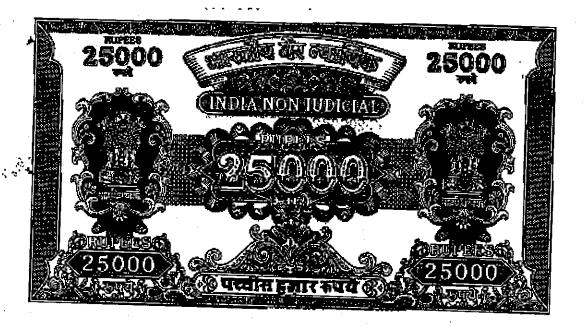
Director

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Director



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Adityapur i.d. Area Dev. Authority

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The Lessee shall reserve the space for installation of an electric transformer /sub-station within the building in consultation with the concerned municipal/ local or other authority.

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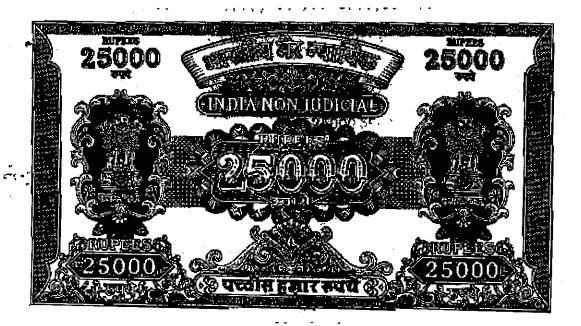
FORUM PROJECTS PRIVATE LTD

For Genesia Advertising Pri. Ltd.

Director

Director

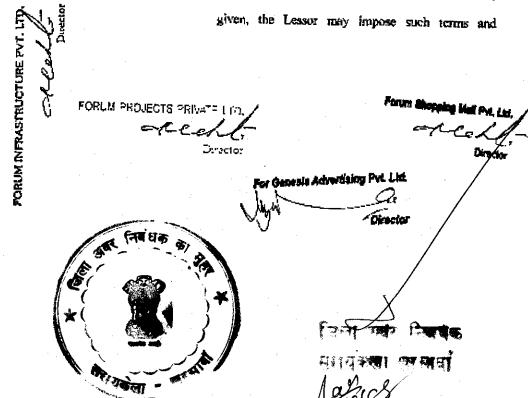
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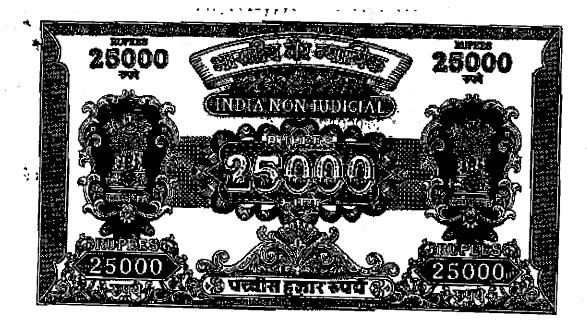


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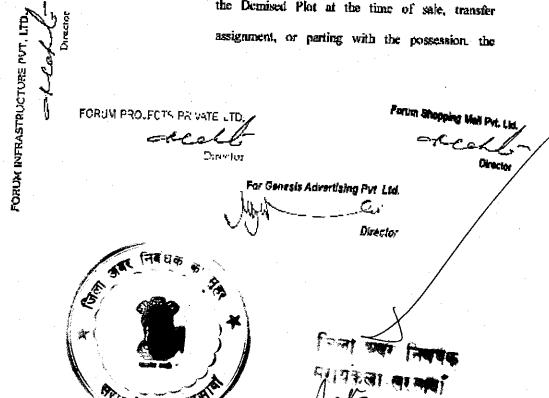
otherwise part with the possession of the whole of the Demised Plot except with the previous consent in writing of the Lessor, which the Lessor shall be entitled to refuse in its absolute discretion. PROVIDED that in the event of the consent being given, the Lessor may impose such terms and





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Adiryapor i..., A., a D., v. Ambority Adiryapor conditions as it thinks fit and the Lessor shall be entitled to claim and recover a portion of the interaction increase in the value (i.e. the difference between the premium paid and the market value) of the Demised Plot at the time of sale, transfer assignment, or parting with the possession the

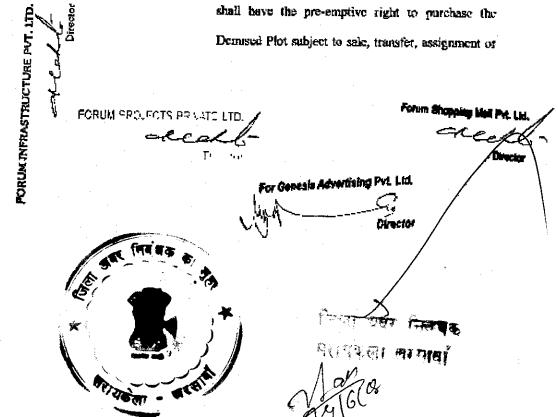


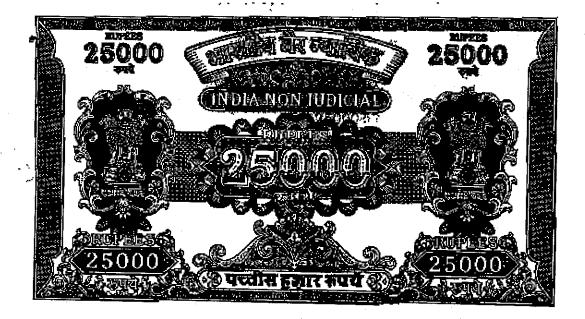


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amount to be recovered being fifty percent of the uncarned increase and the decision of the Lessor in respect of the market value shall be final and binding. PROVIDED FURTHER that the Lessor shall have the pre-emptive right to purchase the Demised Plot subject to sale, transfer, assignment of





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otherwise parting with the possession as the case may be, after deducting fifty percent of the uncarned increase as aforesaid.

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 Notwithstanding the limitation and condition as mentioned in Clause 5 (a), the Lessee may:

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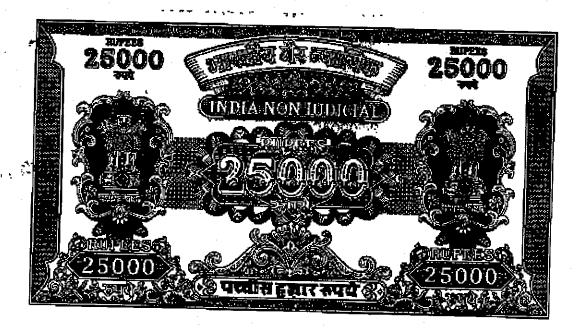
For Genesis Advertising Pvt. Ltd.

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Director



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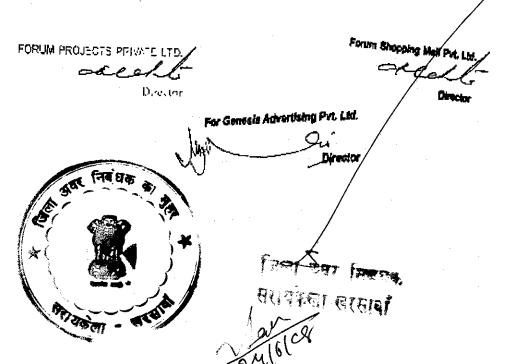


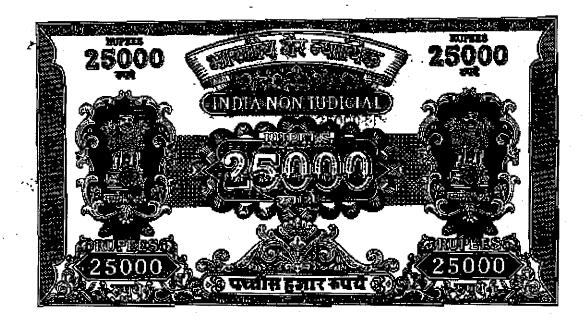
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transfer by way of sub-lease part but not the whole of the Demised Plot, to the entity(ics) selected by the Lessec, along with the right to subsequent transfer by way of sub-lease (the "transferees"; the term sub-lessee in this Deed shall include the transferoe, as the context

PORUM INFRASTRUCTURE PUT.





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admits or requires); on such terms and conditions as are mutually agreed between the Lessee and such sub-lessee(s), provided that save and except for the first such sub-lesse, the Lessee shall be required, by itself or through the sub-lessee(s), to pay unto the Lessor

FORUM INFRASTRUCTURE PVT. LTD.

FORUM PROJECTS PRIVE EXCE.

Forum Shopping Mail Pvt. Ur.

Director

For Genesis Advertising Put. Ltd.









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transfer charges for each such subsequent subleases(s) at the rates specified by the Lessor from time to time. The sub-lessees under this sub-clause (i) shall have the same right to sublease in respect of the floor space/ parking space constructed by them on the plots sub-

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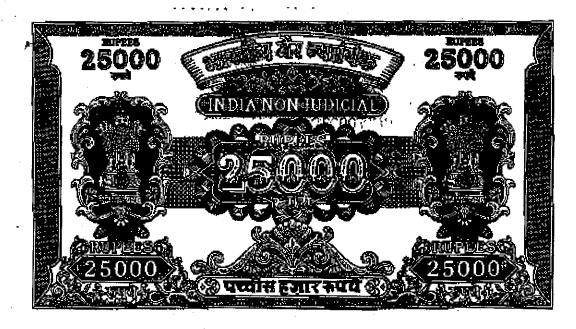
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For Genesis Advertising PvL Ltd.

Director



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leased to them as are set forth in sub-clause (ii) below

ii) transfer by way of sub-lease the floor space/parking space constructed on the Demised Plot, in full or part, to the entity(ies)

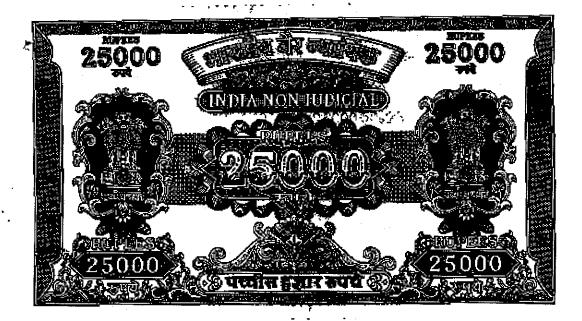
PORUM INFRASTRUCTURE PUT. LTD.

Director

For Genesis Advertising Pyr. Ltd.



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selected by the Lessee, along with the right to subsequent transfer by way of sub-lease (the "transferees"); on such terms and conditions as are mutually agreed between the I essee and such sub-lessee(s), provided that save and except for the first such sub-lease, the Lessee

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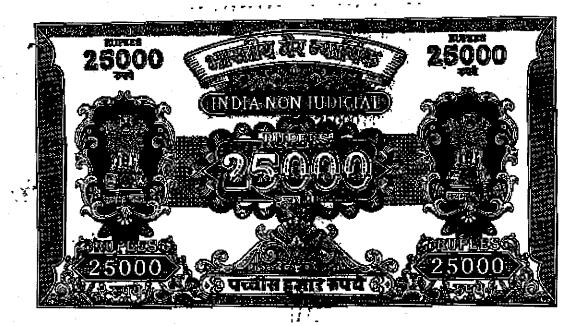
Director

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Star FAVES

For Genesis Advertising Pvt. Ltd.

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shall be required, by itself or through the sublessec(s), to pay unto the Lessor transfer charges for each such subsequent sub-leases(s) at the rates specified by the Lessor from time to time.

FORUM INFRASTRUCTURE PVT. LTD.

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Director

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For Genesis Advantising Pvs. Ltd

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Adityopur Ind. Vol. 200. Authority
Adityapur

iii) the Lessee shall be required to intimate to the Lessor the list of first sub-lessees pursuant to sub-clauses (i) and (ii) above with full details of name, address and plot/area sub-leased, simultaneously with the copies of the grant of completion certificate or execution of relevant

Simultaneously with the copies of the grant of completion certificate or execution of relevant

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sub-lease agreements.

iv) the transfer of part of the Demised Plot/floor space/parking space or subsequent transfer thereof to another person, shall not absolve the Lessee from violation of the terms and

For Genesis Advartising Pvt\_L[d]

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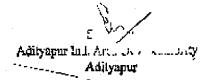
Director

PORUM INPRASTRUCTURE PVT. LTD



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conditions of this lease.

(a) and (b) of this Clause 5, the Lessee/sub-lessee(s)

may, with the previous consent in writing of the

Lessor, mortgage or charge the said Demised Plot, in

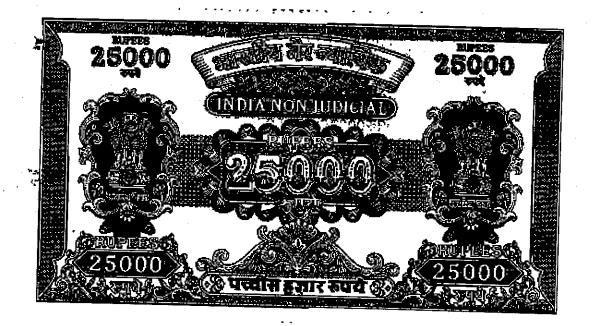
FORUM PEGGESTS PERM.

Director

For Genesia Advertising Pri. Ltd.

Director

For Genesia Advertising Pri. Ltd.



74

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full or part, to its lenders (the Schedule/Nationalised Banks/reputed Non Banking Financial Companies and Government Institutions), which consent shall not be unreasonably withheld. **PROVIDED THAT** the first mortgage permission shall be deemed to have been granted, on handing over the possession of

PORUM INFRASTRUCTURE PVT. LTD.

FORUM PROJECTS PRIVATE LTO.

Forum Shopping Man Pyr. Ltd.

Director

For Genesia Advertising Fvt. Ltd.



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Adityapur

FORUM INFRASTRUCTURE PVT. LTD.

the plot and on execution/registration of the Lease Deed for the purpose of construction of the Project in favour of the Schedule/Nationalised Banks/reputed Non Banking Financial Companies and Government Institutions which allow loan against mortgage permission issued by the Lessor to the Lease.

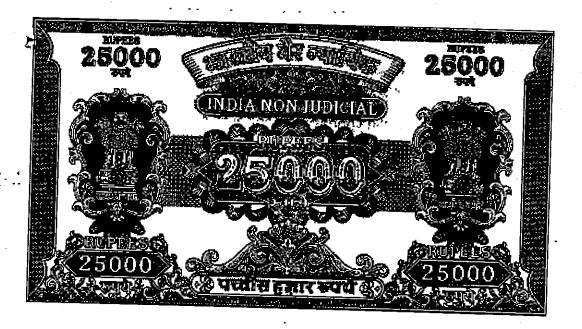
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FOR JM PROJECTS PRIVATE LTD.

Director

For Genesis Advertising Pve. Ltd.

Director



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FORUM INFRASTRUCTURE PVT. LTD.

STELLE

Director

PROVIDED FURTHER that the Lessee shall without fail submit to all Lenders providing funding for implementation of the project a copy of this Deed and specifically inform the Lenders about the provisions for appointment of a Substitute Entity in the event of termination on account of Lessee Event

FORUM PROJECTS PRIVATE LTD.

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Director

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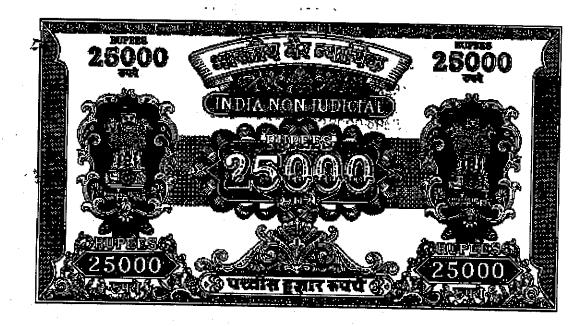
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For Genesis Advertising Pvt. Ltd.

Director



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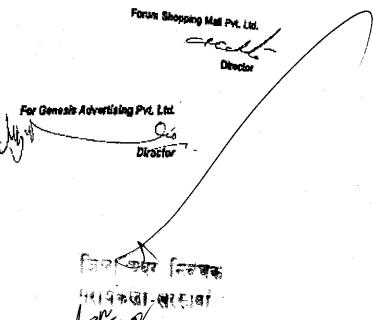
PORUM INFRASTRUCTURE PVT. |

of Default as provided for in Clause VII of this Deed. PROVIDED FURTHER any such mortgage or charge shall not in any way relieve the Lessee or Persons claiming through or under it of its obligations under this Deed and the same shall be

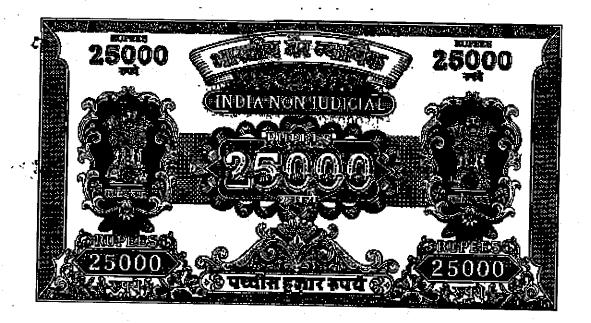
carried out in compliance with the terms and

FORUM PROJECTS PHINATE CTD

Director







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conditions of this Deed, PROVIDED further that, in the event of the sale or foreclosure of the mortgaged or charged property, the Lessor shall be entitled to claim and recover the fifty percent of the uncarned increase in the value of the Demised Plot as alloresaid and the amount of the Lessor's share of the said

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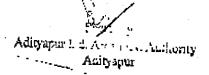
Forum Shopping Mail Pvs. Ltd.

For Genesis Adverdeing Pvs. Ltd.





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priority over the said mortgage or charge. The decision of the I essor in respect of the market value of the said Project shall be final and binding on all parties concerned. PROVIDED FURTHER that the Lessor shall have the pre-emptive right to purchase









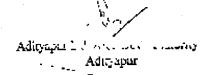
For Genesis Advertising Pvt. Ltd.

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the mortgaged or charged property after deducting fifty percent of the uncarned increase as aforesaid.

d) The Lessor's right to the recovery of fifty percent of the unearned increase and the pre-emptive right to purchase the property as mentioned hereinbefore

FORUM INFRASTRUCTURE PVT. LTD.

FORUM PROJECTS PRIVATE LTD

Forum Shopping Mail Pvt. (b).

Director

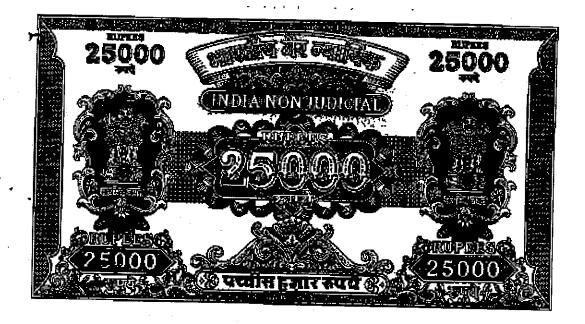


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shall apply equally to an involuntary sale or transfer whether it be by executing or insolvency court.

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6 Not withstanding the restrictions, limitation and conditions as mentioned in Clauses 5 above.

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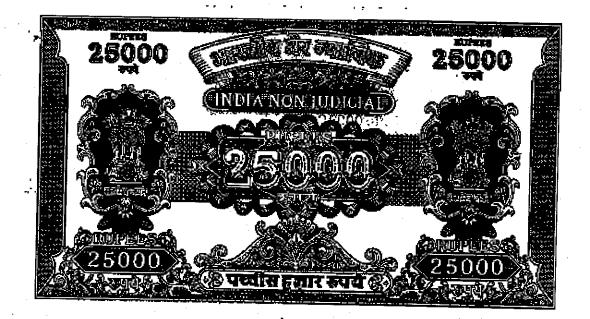
the Lessee / sub-lessee(s) shall be omitted to sublet the whole or any part of the buildings that may be erected upon the Demised Plot for the said commercial purposes only on a tenancy as per prevalent law and residential accommodation (up to 20% max, of gross built-up-area) for the employees

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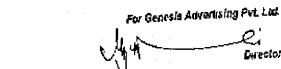
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of Forum Infrastructure Pvt. Ltd. as well as all the operators, entrepreneurs and service providers of the Adityapur City Centre and also the associates, employees of operators, entrepreneurs and service providers engaged with Adityapur City Centre on Lease/Sub-lease basis and the mutually agreed terms

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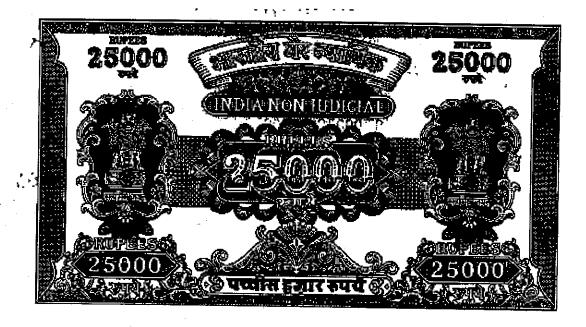
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parking space specified for the plots, as per the site plan/approved building plans, the Lessee /sub-lessee shall be entitled to sublet the whole or part of the parking lot/area to a parking contractor for the purpose of management of the parking lot/area only.

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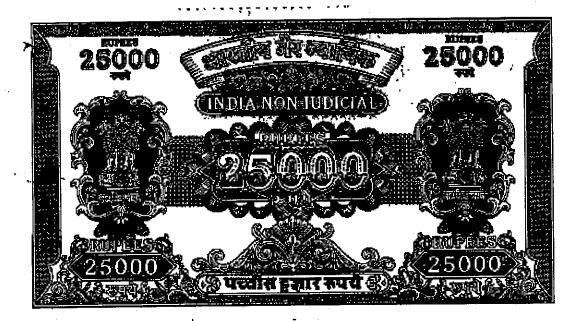
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b)

The Lessee/sub-lessee(s) shall be entitled to grant heches or enter into franchising or similar arrangements in respect of the floor space/parking spaces/(he buildings erected upon the Demised Plot. in Juli or part, for commercial and/or parking purpose as per the applicable laws and on mutually

in full or part, for commercial and/or parking purpose as per the applicable laws and on mutually

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agreed terms and conditions.

e) (i) Any sub-leases, licenses or franchising or similar arrangement under or pursuant to this Deed shall not contain any terms or provisions inconsistent with or in derogation of any terms or provisions contained in

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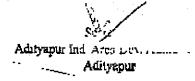
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this Deed; (ii) the terms and conditions of this Deed shall be complied with in the case of such sub-leases, licenses or franchising or similar arrangement and, as applicable, form a part thereof; (iii) the term of such licenses or franchising or similar for lease/sub-lease including arrangements

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residential accommodation shall be limited to and be co-terminous with the Term of Lease granted herein by the Lessor to the Lessee; (iv) all such sub-leases, licenses or franchising or similar arrangements shall be determined and terminated simultaneously with and automatically on the expiry, determination of

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termination of this Deed, as the case may be. The Lessee's failure to comply with this sub-clause shall be at its cost, risk and consequence and constitute a Lessee Event of Default that shall criticle the Lessor to terminate this Deed in accordance with the provisions of Clause VII hereof PROYIDED

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FORUM INFRASTRUCTURE PVT. LTD.

THAT upon the prior termination of this Deed due to a Lessee Event of Default, the Lessor may extend the duration of the sub-leases, licenses or franchising or similar arrangement executed under and pursuant to this Deed beyond such termination by such period as the Lessor deems appropriate and on such

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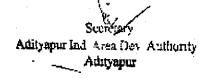
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Director

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reasonable terms and conditions, including without limitation the payment of additional premium/ consideration by the sub-lessees etc. to the Lessor, that the Lessor may in its absolute discretion determine and, if necessary, execute supplementary agreements/additional documentation in this behalf.



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The execution of such leases/sub-leases, licenses or franchising or similar arrangement shall not relieve the Lessee of its liability or obligations as set out in this Deed. The Lessor shall not be liable in any manner whatsoever to any person in respect of or in connection with execution of agreements or disputes

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FORUM INFRASTRUCTURE PVT. LTD.

relating to such leases/sub-leases, licenses or franchising or similar arrangement. The Leasee shall indemnify and keep indemnified the Leasor and its employees and consultants from and against all costs, losses, damages, liabilities, proceedings, litigation, penalties etc. in this behalf.

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b) The Lessee/sub-lessee(s) shall submit to the Lessor for its information and records a certified copy of the deeds/agreements relating to the subleases/licenses, franchising or similar arrangements entered into by them (Lessee/sub – lessees) putsuant to Clauses (5) and (6) above within 15 (fifteen) days of the date of

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execution, modification or amendment thereof.

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8 Whenever the title of the Lessec/ sub-lessec(s) to the Demised Plot/floor spaces/commercial spaces/building constructed on the Demised Plot/parking spaces, or any part thereof, is transferred in any manner whatsoever, the

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transferee shall be bound by all the covenants and conditions contained herein and be liable and accountable in all respect thereof.

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9 Whenever the title of the Lessee/ sub-lessee(s) to the Demised Plot/floor spaces/commercial spaces/buikling

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Director

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constructed on the Demised Plot/ parking spaces, or part Adityapur Ind Area (Nov Authority thereof, is transferred in any manner whatsoever, the transferor and the transferee shall, within three months of the transfer give notice of such transfer in writing to the lessor. In the event of the death of the Lessee/sub-lessee(s) the person on whom the title of the deceased devolves shall

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within three months of the devolution, give written notice of such devolution to the Lessor. The transferee or the person on whom the title devolves, as the case may be, shall supply the Lessor certified copies of the document (s) evidencing the transfer or devolution.

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10 the Lessee/sub-lessee(s) shall from time to time or all times pay and discharge all rates, taxes, duties, levies, charges and assessments of every description, fines, penalties and other outgoing which are now or may at any time hereafter during the continuance of this lease be assessed, charged or imposed upon the Demised Plot/Facilities/any building,

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premises or spaces erected on the Demised Plou'the business activities carried out thereat or on the landlord, tenant or occupier in respect thereof. The Lessee shall indemnify and keep indomnified the Lessor from and against any and all liabilities, costs, damages, penalties and consequences arising from any and all such non-payment,

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delayed payment, attachment, disturbance of possession, notice, order, litigation etc.

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11 All arrears of rent and other payments due in respect of the Demised Plot shall be recoverable in the same manners as arrears of land revenue.

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The itessee/ sub-lessee(s) and the persons claiming through or under them shall be liable to pay to the concerned government authorities/other entities the electricity, water, sewage, power, telephone, sanitation and other applicable utility expenses, charges and rates, including penalties for default in payment, applicable from time to time in respect

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of the Demised Plot/Project/Facilities/business activities and indemnify and keep indemnified the Lessor in this respect

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13 The Lessee/ sub-lessee(s) and the persons claiming through or under them shall in all respect comply with and be

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bound by the building, drainage and other bye-laws of the relevant municipal or other authority concerned for the time being in force.

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14 The Lessee/sub-lessee(s) and the persons claiming through or under them shall not without sanction or permission in

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Director

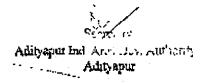


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writing of the relevant municipal or other authority concerned crect any building or make any structural or other alteration or addition to such building on the Demised Plot, save and except as may be permitted under the applicable laws and terms of Applicable Permits.

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Director



For Genesia Advertising Por Ltd.

Director



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15 The Lessee/ sub-lessee(s) and the persons claiming through or under them shall use the Demised Plot/Facilities/ buildings/premises or space or any part thereof only for the uses/purposes/activities/businesses specified in Clause No. 2 in page No. 8 and elsewhere of the lease agreement and shall not use or cause to be used or suffer use thereof, in

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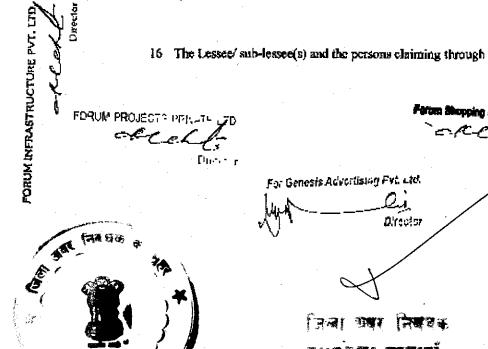




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full or part, for the purposes set forth in Schedule III hereof. No commercial or unauthorised activities shall be allowed in the parking lots/spaces and the landscape spaces.





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or under them shall not use or cause to be used or suffer use of the Demised Plot/Facilities/buildings/ premises or space or any part thereof in a manner which may or is likely to cause nursance or annoyance to the neighbours, occupiers or users of the Demised Plot/Facilities/ buildings/premises or space or any part thereof or to the

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owners and occupiers of any other adjoining and neighbouring property or land. No part of the Demised Plot/Facilities/buildings/premises or space or any part thereof shall be used for any illegal or immoral purposes.

PROVIDED THAT, if the Lessee / sub-lessee(s) is desirous of using the said Demised Plot or the building

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thereon for a purpose other than that specified above, the Lessor may allow such change of uses on such terms and conditions including payment of additional premium and additional rent, as the Lessor may in its absolute discretion determine.

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or under them shall at all reasonable times and on the personable times and on the personable notice, afford access to the Demised Plot/Project/Facilities/buildings/ premises or space or any part thereof to the Lessor or its duly authorised representative or the representatives of or persons duly

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authorised by the relevant authorities and entities concerned with salety, security, sanitation or environmental protection etc. to inspect the same and to investigate any other matter within its/their authority and to confirm that the covenants and conditions herein are being complied with.

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The Lessee/sub-lessee(s) and the persons claiming through or under them shall keep the Demised Plot free from any trespass or encroachment and keep the lessor informed thereof and take appropriate and timely legal and remedial action.

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FORUM INFRASTRUCTURE PVT.

19 The Lessee/ sub-lessee(s) and the persons claiming through or under them shall not create any easement or encumbrance on the Demised Plot except as expressly provided in this Deed.

20 The Lessee/ sub-lessee(s) and the persons claiming through

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Director

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or under them shall not transfer, assign or part possession with the Demised Plot or any part thereof in any manner, form, device, method or arrangement to any Person nor allow any Person to occupy or use the Demised Plot or any part thereof save and except as otherwise provided in this Deed.

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The Lessee/ sub-lessee(s) and the persons claiming through or under them shall indemnify and keep indemnified the Lessor, its employees, agents and advisors from and against any claim, liability, cost, suit or legal proceeding and attorney costs arising in any manner from the implementation of the Project at the Demised Plot or

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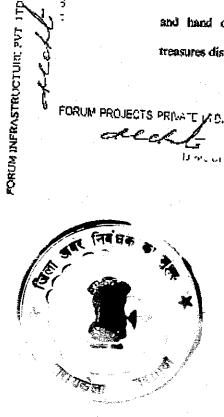
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otherwise.

22 The Lessee/ sub-lessee(s) and the persons claiming through or under them shall promptly notify the relevant authorities and hand over to them any archaeological finds and treasures discovered at or under the Demised Plot by either

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of them or their employees, agents and contractors.

23 The Lessee/ sub-lessee(s) shall provide to the Lessor a quarterly progress report during the construction period, which shall contain the following information:

i) Summary of progress summary of the progress of

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Director

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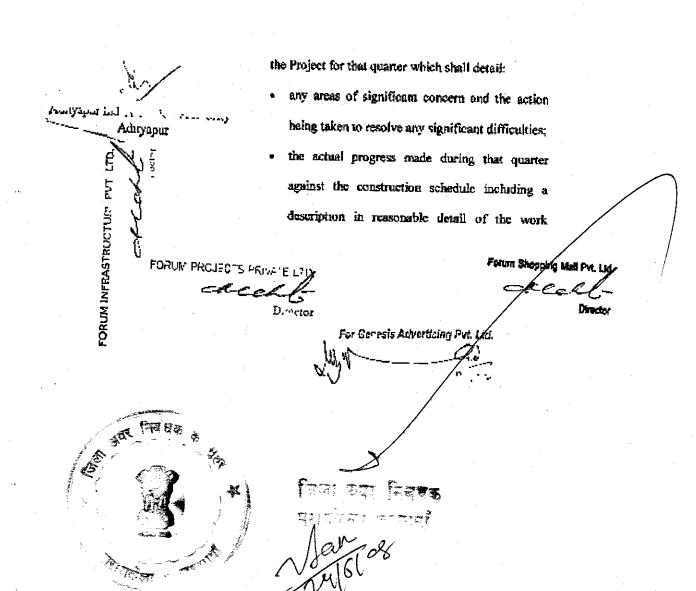
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Director

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carried out,

- any matters which have come to light which are likely materially and adversely to affect the Project;
- any potential or actual deviations from the terms of the Applicable Permits or otherwise

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Director

For Genesis Advertising Pvt

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confirmation that construction is proceeding in compliance therewith;

ii) Completion details of achievement of the proposed date of completion of construction of the Project, delays, if any, and the reasons for such delays and steps to overcome them;

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Such other information as the Lessor may reasonably iii) require at any time during the Term of Lease.

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24 The aggregate equity share capital of the Preferred Bidder (consortium) in the issued, subscribed and paid-up equity share capital of the Lessee, unless otherwise approved in

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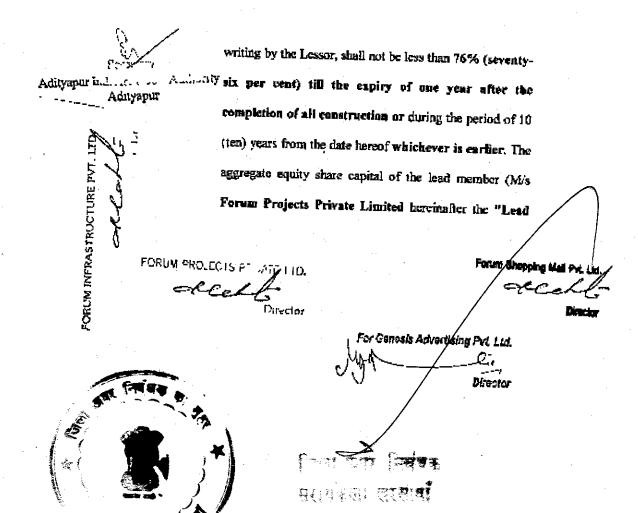




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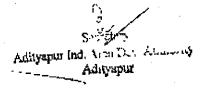


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Member") of the consortium, in the issued, subscribed and paid-up equity share capital of the Lessee, unless otherwise approved in writing by the Lessor, shall not be less than 40% (forty per cent) till the expiry of one year after the completion of all construction or during the period of 10 (ten) years from the date hereof whichever is

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Director



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earlier. The aggregate equity share capital of each of the other members (M/s Genesis Advertising Private Limited and M/s. Forum shopping Mall Private Limited (Formerly: M/s. Namrata Trading Private Limited)) in the issued, subscribed and paid-up equity share capital of the Lessee, unless otherwise approved in

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Acityapus Ind. Area Dev Austonių. Adityapus writing by the Lessor, shall not be less than 18% (ten percent) till the expiry of one year after the completion of all construction or during the period of 10 (ten) years from the date hereof whichever is earlier.

Any transfer of such share capital after such 10 (ten) years or otherwise shall require the prior written approval of the

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Director

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For Genesis Advertising Per. Ltd.

Director



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Lessor, which shall not be unreasonably withheld. A breach of this condition shall constitute a Lessee Event of Default, which shall entitle the Lessor to terminate this

Deed according to the provisions of Clause VII hereof.

FORUM INFRASTRUCTURE, PVT, LTD

25 The Lessee/ sub-lessee(s) and the persons claiming through

For Genesia Advertising Pvt. Ltd.

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or under them shall on the termination of this Lease, Adityapur ind. Area Ust Astrony forthwith and without demur or delay, peaceably yield up Adityaput the entire Demised Plot/Project/Facilities and the buildings thereon and the spaces and parking lots thereat unto FORUM INFRASTRUCTURE PVT (TD

Lessor.

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For Genesis Advertising Pvt. Ltd.



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The Lessee/sub-lessee(s) and the persons claiming through or under them shall be responsible for complying at its/their cost and risk with the applicable laws relating to the development, construction, completion, implementation, operation and maintenance of the Project/Facilities, including local and municipal laws and

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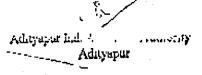


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laws relating to environment, public nuisance, public health, safety, labour, land and property and the business activities carried out at the Demised Plot/Project/Facilities. The Lessee/ sub-lessee(s) and the persons claiming through or under them shall hold harmless, indemnify, keep indemnified and defend the Lessor, its employees agents

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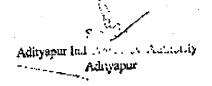


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and advisors from and against all claims, costs, damages and liabilities etc. in this behalf or on account of the presence of hazardous and toxic substances in or on the Demised Plot/ Project/Pacilities.

FORUM INFRASTRUCTURE PVT. LTG.

27 Except as expressly provided in this Deed, the Lessee/sub-

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lessee(s) shall carry out and perform its rights, covenants and obligations under this Deed at its own cost and risk. It shall be fully responsible for and shall bear the financial risks relating to the Project and for all its rights and obligations under or pursuant to this Deed.

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The Lessee shall comply with the terms, covenants, conditions and stipulations hereof and ensure and cause compliance therewith by the sub-lessee(s) and the persons claiming through or under it/them by, inter alia, inserting/ensuring insertion of suitable enabling provisions in this behalf in the relevant agreements and

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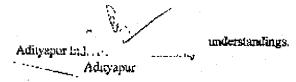
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## III Covenants of Lessor

The Lessor hereby covenants with the Lessee that it shall

 save and except as otherwise provided herein, not interfere with or impede in any manner or otherwise limit, restrict or

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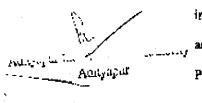
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FORUM INFRASTRUCTURE PVT. 17D.

impose any conditions or restrictions on the complete, free and full enjoyment and use of the Demised Plot/Project/Facilities in accordance with the terms hereof.

2) save and except as otherwise provided herein, not interfere in or impede in any manner or otherwise limit, restrict or

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impose conditions in relation to: (i) the construction.

All 1975 operation and maintenance of the Project/Facilities (ii) the implementation of the Project by the Lessee and (iti) the peaceful possession, control and use by the Lessee or the persons claiming through or under it of the Demised Plot, the Project/Facilities in accordance with the terms bereof.

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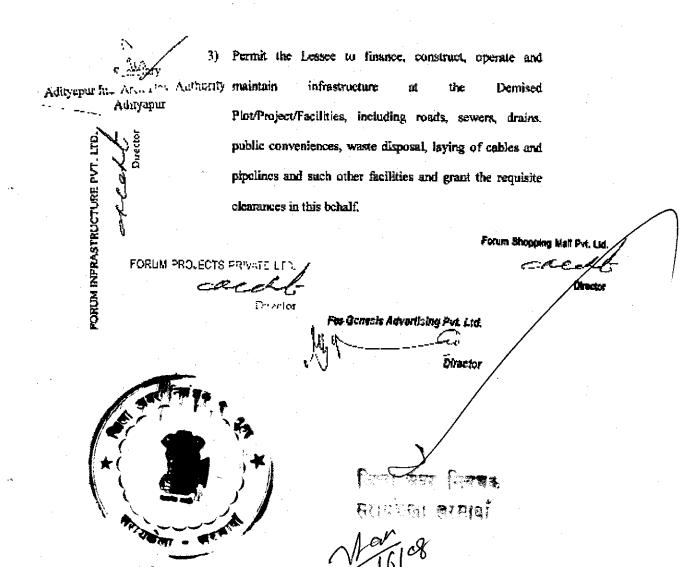


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Adityapur Ind. Area (10) Authority
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Upon request from the Lessee, grant the Applicable Permits which are necessary for the implementation of the Project at the appropriate stages of the Project and which are in its authority to grant subject to Lessee complying with the eligibility criteria for the grant thereof, including payment of the applicable fees.

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Facilitate the Lessee in procuring Applicable Permits from other government authorities

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6) Make at its cost the requisite changes in its master plan and zoning requirements as may be necessitated by the implementation of the Project at the Demised Plot and

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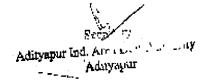


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make the necessary land use changes of the Demised Plot to conform to the requirements of the Project.



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Plot, the Lessee shall, within 120 days of the date hereof, prepare and submit to the Lessor an overall City Centre Scheme conforming to the provisions of the RFP documents and of this Deed and, inter alia, providing for:

Details of the Environment Impact Assessment

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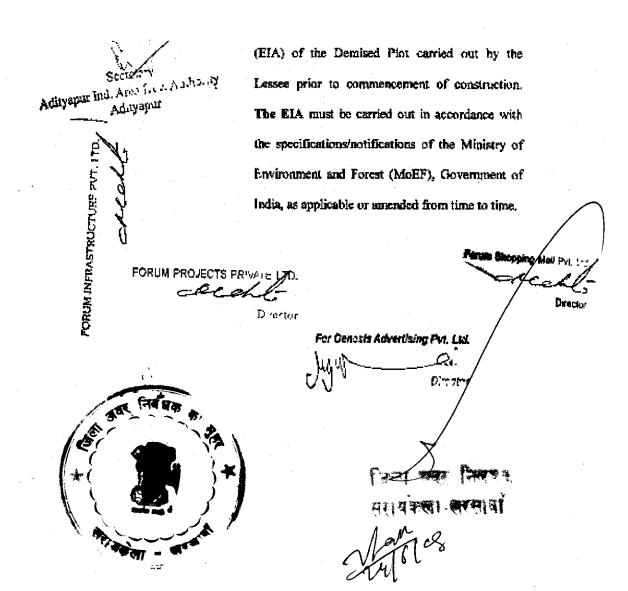


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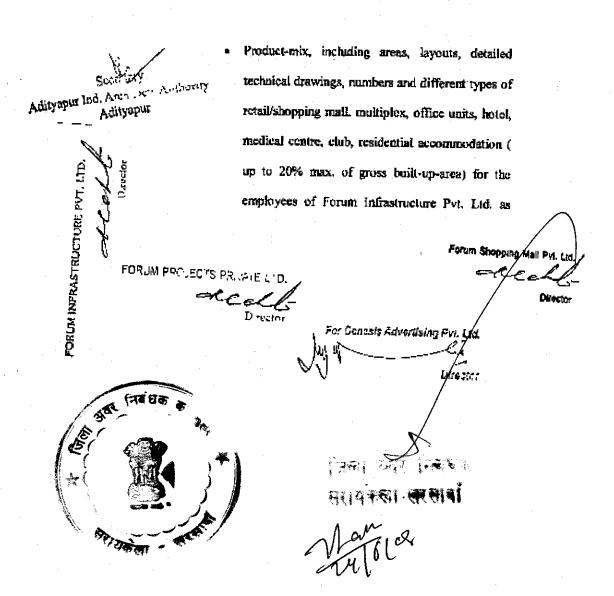


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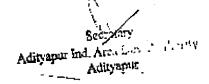
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well as all the operators, entrepreneurs and service providers of the Adityapur City Centre and also the associates, employees of operators, entrepreneurs and service providers engaged with Adityapur City Centre on Lease/Sub-lease basis.

Finishing specifications for each component and

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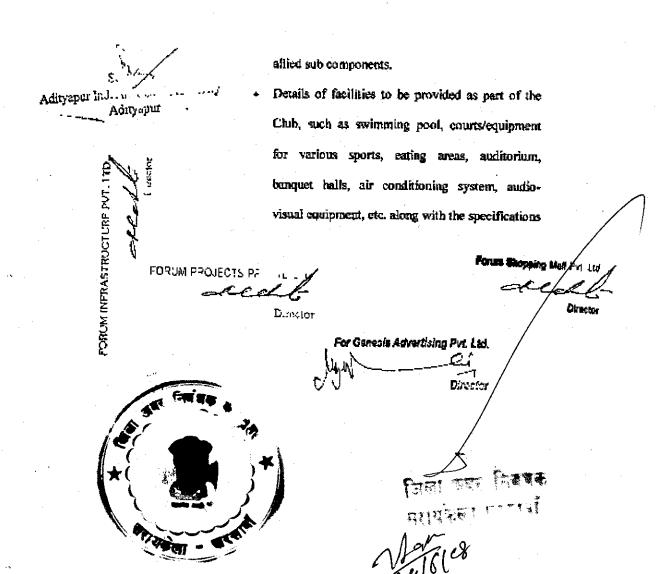
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of these facilities.

Any additional on-site infrastructure, along with the identified and earmarked location(s) on the site/zone plan, that the Lessee proposes to provide over and above that specified, such as power backup system, electronic security systems, EPABX,

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sewerage, treatment plant, generators (DG or any other), electric sub stations, security check posts and guard rooms, police posts, etc.

 Modifications, if any, in the financing plan submitted by the Lessee as part of its bid, so as to provide flexibility to the Lessee; provided the

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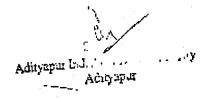
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Lessor may, in its sole and absolute discretion. withhold its consent to/reject/ disapprove any such modification of the financing plan, if in the lessor's reasonable judgement such change shall/is likely to be detrimental to the qualitative and/or timely completion of the Project in compliance

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with the provisions hereof, including the prescribed standards.

- Project implementation/construction schedule with identified nulestones, including the phasing of the project, if any.
- All such matters relating to the City Centre Project

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as may be mutually agreed between the Lessor or its nominated agency and the Lessee.

The City Centre Scheme shall also set forth the following details for the Lessor's information only:

Methodology proposed for allotment of floor space (shops etc.).

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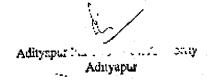
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- Draft application forms, allotment letters/agreements, brochures etc.
- The terms and conditions for application, allotment, lease/license of the floor spaces and the applicants/allottees' payment plan - the instalment plan for payment by allottees.

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- Details proposed subcontracting arrangements, the subcontractors and the works and activities subcontracted
- The cost estimates for the Project/Project Facilities and the various components and works relating

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b) The Lessor or the Lessor's Engineer (means the Lessor's engineer or official/expert appointed by the Lessor i.e. any person, body or oganisation of repute with recognised technical/professional expertise in

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respect of any field, matter or subject relevant for the purpose of this Deed) shall review the scheme submitted by the Lessee, other than details therein that have been submitted for the Lessor's information, and subject to the provisions of sub-clause (c) herein below, communicate its approval within thirty (36)

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days from the date of the receipt of such scheme. The Lessor may in consultation with the Lessee prescribe a schedule for submission, clarifications and approval of the scheme

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c) In the event that Lesson's Engineer has any

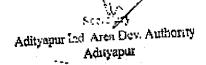
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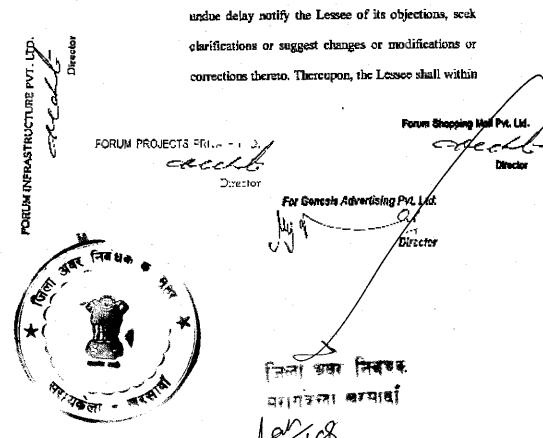




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objection to the scheme (other than details therein that have been submitted for the Lesson's information), or any part thereof, it shall promptly and without any undue delay notify the Lessee of its objections, seek clarifications or suggest changes or modifications or corrections thereto. Thereupon, the Lessee shall within





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30 (thirty) days of such notification provide necessary clarification to the and/or re-submit revised scheme or part thereof, as the case may be, after incorporating the changes, modifications or corrections suggested by the Lessor/Lessor's Engineer.

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d) If the Lesson/Lesson's Engineer does not object to the scheme submitted to it by the Lessee within 30 (thirty) days of submission, the Lessor shall be deemed to have approved such scheme and the Lessee shall be entitled to proceed with the implementation of Project accordingly Provided that the fact is immediately

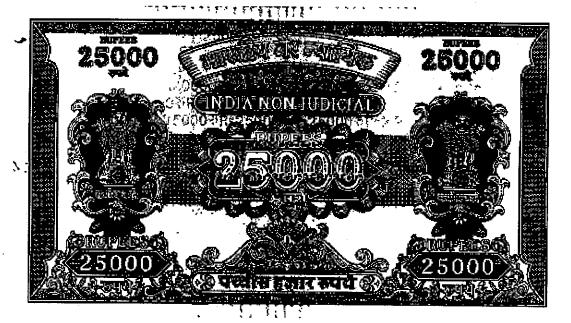
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brought to the notice of the Lessor in writing by the Lessee.

e) Notwithstanding the express or deemed approval of the City Centre Scheme by the Lessor's Engineer, the Lessee shall be solely responsible for the

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Director





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contents thereof or any defect and/or deficiency therein or any part thereof and the Lessor shall not be responsible or liable in any manner whatsoever to any applicant, allottee, sub-lessee, transferred or person whomsoever as a result of having reviewed or approved or deemed review and approval of the City

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Centre Scheme or for the accuracy, completeness or otherwise of the designs and drawings or works relating thereto or based thereon.

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f) The City Centre Scheme as approved by the Lessor shall constitute the approved City Centre Scheme. On

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such approval by the Lessor, the City Centre Scheme shall be referred to as the approved City Centre Scheme (the "Approved City Centre Scheme") The Lessee or sub-lessee(s) shall implement the Project in compliance and conformity with such approved scheme

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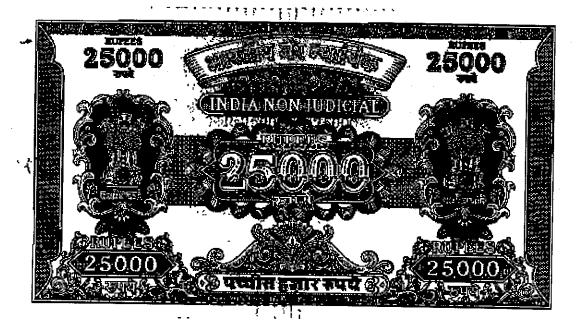
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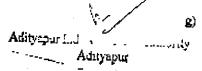
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g) The Lessee shall indemnify and keep indemnified the Lessor, its employees, agents, representatives and consultants from and against all losses, damages, costs, claims, liabilities, penalties, litigation etc. including attorney fees, arising or that may arise as a result of such Approved City Centre Scheme/approval

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of such scheme, implementation of the Project on the basis thereof or deviation there from.

Construction

a) The Lessee shall undertake at its cost and risk the development (including site development and removal

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PORUM INTRASTRUCTURE PVT. 17D.

of utilities at, over or under the Demised Plot), implementation, financing, design, construction, completion, testing and commissioning of the Project/Facilities at the Demised Plot, by itself or through sub-lessees, sub-contractors, because of franchisees in accordance with provisions hereof, the

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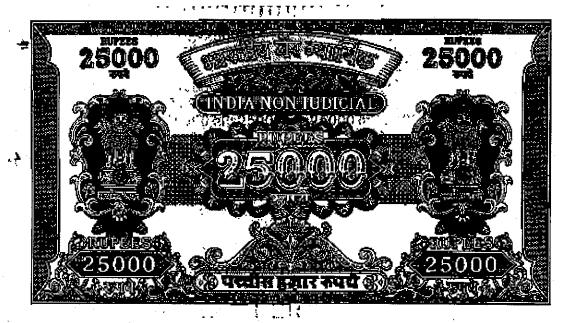
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Development Controls and Guidelines, applicable laws, terms of Applicable Permits and good industry practice.

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The Lessec/sub-lessoc(s) shall cause the design for the
 Project/Facilities to be checked by a proof consultant

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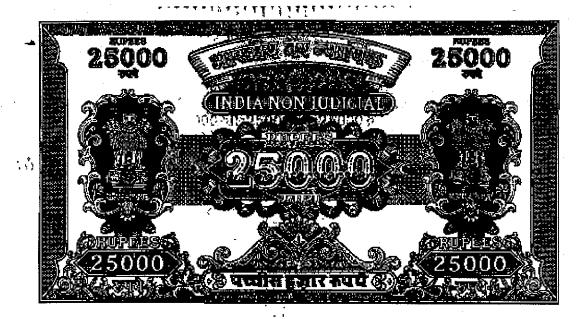
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of repute, who has acted as a structural engineer or design engineer or proof consultant or independent engineer for at least one real estate project of not less than 50,000 (fifty thousand) sq. feet built up area. The Lessee/sub-lessee shall select and engage the proof consultant at his own cost and the selection shall be

FORUM PROJECTS IT SWITT LIGHT Director

For Generale Advertising Pvt. Ltd.

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subject to approval by the Lessor.

c) The Lessee shall organise the works at the Demised Plot during construction and operation and maintenance period with regard to safety precautions, fire protection, security, transportation, delivery of

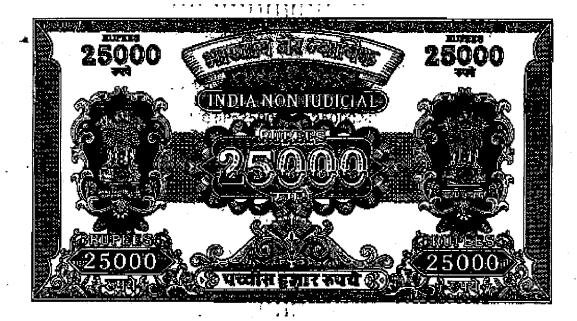
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goods, materials, plant and equipment, control of pollution, maintenance of competent personnel and labour and industrial relations and general site services including access to and from the site.

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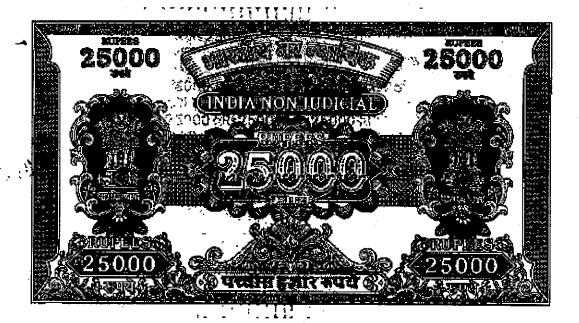
d) The Lessee shall ensure that the works shall be carried

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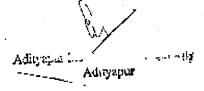
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out in accordance with the provisions hereof, the approved building plans and the hye-laws of the relevant municipal or other authority.

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e) The Lessee shall achieve construction completion of the Essential Components by the Scheduled

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. Construction Completion Date, failing which it shall he required to complete the same within two years from such date (within 5 years of the date hereof) upon payment of the stipulated damages, as set forth in Clause (f) below, and hereby agrees and accepts that time is of the essence of this Deed.

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Director



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In the event that construction completion of the Essential Components is not achieved by the Scheduled Construction Completion Date for any reason other than Force Majeure or reasons attributable to the Lessor or any government authority, as certified by the Lessor's Engineer,

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the Lessee shall, subject to sub-clause (n) below, pay to the Lessor damages for delay beyond the Scheduled Construction Completion Date to the extent of Rs. 11,12,866/- (Rupees eleven lacs twelve thousands Only) per week (being 1% of the lease premium) for every week of delay or

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part thereof until such construction completion is achieved subject to a maximum of 10% of the total lease premium. Provided that nothing contained in this sub-clause (i) shall be deemed or construed to authorise any delay by the Lessee in achieving construction completion of the

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Essential Components.

 ii) In the event that construction completion of the Essential Components does not occur within 2 years from the Scheduled Construction Completion Date, the Lessor shall be entitled to

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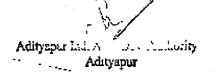
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terminate this Deed for a Lessee Event of Default in accordance with the provisions of Clause VII hereof. Provided that instead of terminating this Deed, the Lessor may on its sole discretion extend the time for achieving construction completion on such terms and conditions as it

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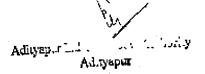
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deems appropriate

g) When the construction completion of the Essential

Components has been achieved, the Lessee shall so
notify the Lessor in writing. Such notice will set out
the place, date and time when the inspection and

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assessment of such works shall be held (which shall) not be on a date that is earlier than 7 days following the date of such notice). It shall be compulsory for the Lessor's Engineer to attend such inspection and assessment with a view to determining it construction completion has occurred.

PORUM INFRASTRUCTURE PVT, LTI

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Within 30 (thirty) days from the date of inspection and assessment the Lessor's Engineer shall either (i) issue the construction completion certificate due to construction completion of the Essential Components being achieved if in the reasoned opinion of the Lessor's Engineer such construction completion has

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been achieved or (ii) notify the Lessee of any other item or work which is required to be completed in the reasonable opinion of the Lessor's Engineer before a construction completion certificate may be issued

FORUM INFRASTRUCTURI, PV", LTD.

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Director

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## Operation and Maintenance

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STRUCTURE PVT. 179.

a) Effective from the date of construction completion certificate and until the end of the Term of Lease, the Lessee /sub-lessee(s) and and/or the persons claiming through or under it shall undertake or cause, at

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its/their cost and risk, the operation and maintenance of the Project/Facilities, including the buildings, the common areas, the landscape and other spaces, the parking lots/spaces, the infrastructure, works, fire-fighting and other systems and the common services and facilities in accordance with Good Industry

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Forum Shopping Hall Pvt. Ltd.

Director

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Practice and shall at its/their cost maintain in a good state and keep in good operating condition, repair and sanitation the Facilities/Project and the buildings, equipment, systems etc. The operation and maintenance of the Demised Plot/Facilities so as to keep them in a good operating condition is an

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essential condition of this Deed.

b) The Lessee or the persons claiming through or under it may undertake the operation and maintenance of the Project/Facilities etc. at its/their cost by themselves, or through operation and maintenance

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contractors or through suitable management contractors. The Lessee or the persons claiming through or under it may charge a lump sum and/or periodic maintenance or service fees for the operation and maintenance services provided by it/them to the persons/users availing the same.

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The Lessec/sub-lessee(s) shall be entitled to appoint, at its cost and risk, contractors, sub-contractors or agents, as necessary to construct, implement and operate and maintain the Project and to assist it in fulfilling its obligations under this Deed without in any way relieving the Lessee/sub-lessee(s) of its

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obligations as set out in this Deed, provided such contractors, sub-contractors or agents are capable of discharging the obligations under this Deed for and on behalf of the Lessee/sub-lessee(s) and provided further that this does not result in the carrying out of the whole or substantially the whole, as determined

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by Lessor, of the works by the contractors, subcontractors or agents. The Lessee/sub-lessee(s) shall ensure that any of its obligations, which are relevant to the scope of work of a contractor, sub-contractor or agent, pursuant to this Deed are incorporated in the terms and conditions under which such

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contractor, sub-contractor or agent is retained. The Lessee/sub-lessee(s) shall be liable and responsible for the acts or defaults of its contractors, sub-contractors or agents or employees as if the acts or defaults of the latter were the acts or defaults of the Lessee/sub-tessee(s).

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Adilyarus in shall be free to determine the prices, tariffs, rents, rates and charges (the "User Charges") in respect of the use of the Pacilities or the goods, services, facilities or amenities thereat at market driven rates and shall have the right to demand, collect, retain and Forum Shopping Mail Pvt. Ltd.

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Provides the Pacilities of the goods, services, facilities or amenities thereat at market driven rates and shall have the right to demand, collect, retain and provided the provided provided the provided provided provided the provided provide

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appropriate and revise the User Charges.

e) Upon construction completion of the Club, the Lessee/sub-lessee shall ensure that a maximum of ten memberships of the Club are provided to the Lessor, which shall be valid during the Term of Lease and

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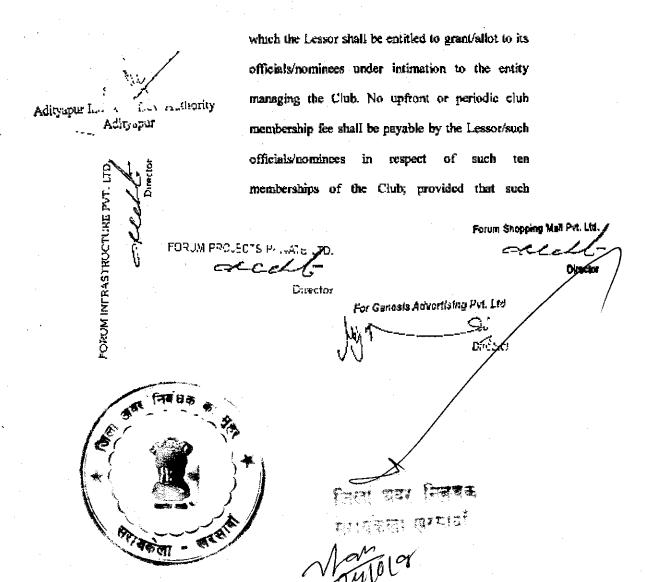
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officials/ nominees shall be required to pay to the Club/entity managing the Club the user charges for the various club facilities/amenities/services etc. that are used/availed by such officials/nominees at the same rates as are applicable to other members of the Club from time to time.

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Upon construction completion of the Shopping Mail, the Lessor shall be entitled to require the Lessee/sublessee to sub-let, subject to the payment to the Lessee/sub-lessee of the rentals prevailing from time to time, a maximum of 5000 sq. feet of floor space in the Shopping Mall to the Lesson/Government of

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Jharkhand/their instrumentalities or representatives. This is an essential condition, which shall be binding on the Lessee/sub-lessee. The Lessor/Government of Jharkhand/their instrumentalities or representatives shall utilise such floor space by itself or authorise any other person to utilise it, for commercial

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consideration or otherwise, during the Term of Lease. Provided that the Lesson/Government of Jharkhand/their instrumentalities or representatives or occupant(s) of such space shall be liable to pay all the rates, charges, levies, assessments etc. in respect of such space along with the charges for electricity,

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water and other utilities consumed or used by it/them at the rates applicable from time to time.

## 4 Monitoring by Lessor

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The Lessor shall monitor the implementation of the Project by itself or through its officials, representatives and experts

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appointed by it from time to time. Provided that any such monitoring shall not absolve the lessee of its liability to achieve timely construction completion of the Essential Components and the operation and maintenance of the Project/Facilities in accordance with the provisions hereof.

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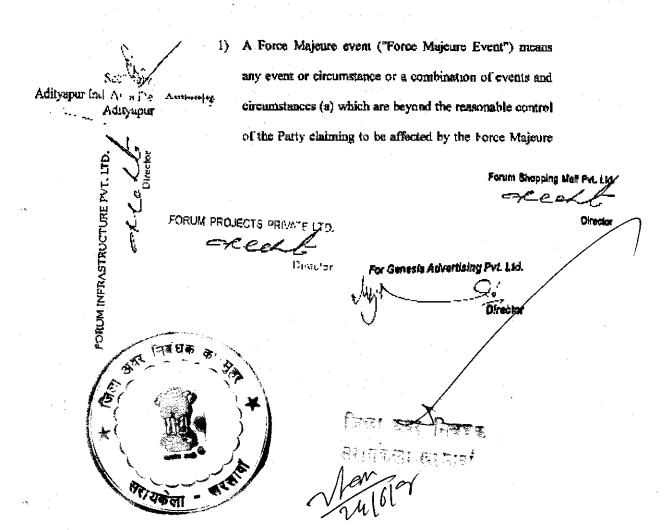


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## V Force Majeure





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Event ("Affected Party"), (b) which such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care in relation to the implementation of the Project, (c) which do not result from the negligence of such Party or the failure of such Party to perform its obligations hereunder, (d) which are of an

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incapacitating nature and of a severe magnitude; and (e) which prevent, restrict or interfere with the performance of obligations by the Affected Party under this Deed. Such events mean:

a) Acts of God or natural disasters beyond the

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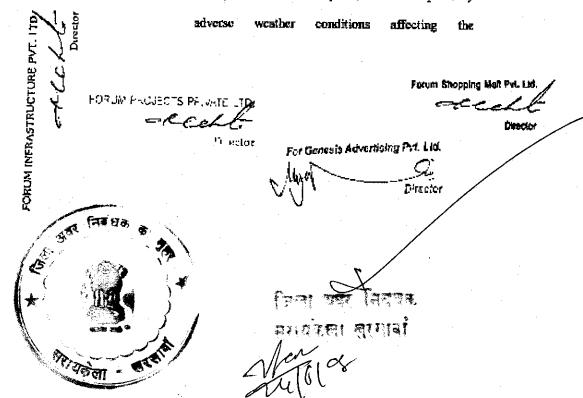
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reasonable control of the Affected Party which could not reasonably have been expected to occur, including but not limited to storm, cyclone, typhoon, hurricane, flood, landslide, drought, lightning, earthquakes, volcanic cruption, fire or exceptionally adverse weather conditions affecting the





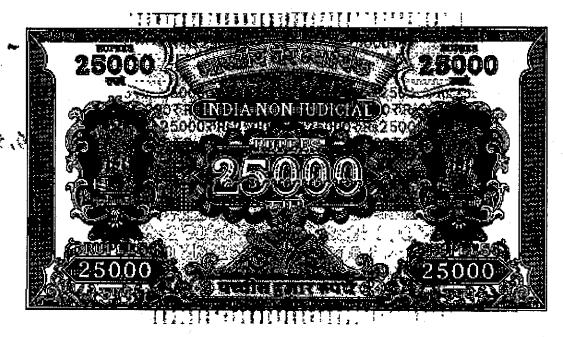
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implementation of the Project.

- Radio active contamination, ionizing radiation. b)
- Epidemic, famine c)
- An act of war (whether declared or undeclared), d)

invasion, armed conflict or act of foreign enemy, FORUM INFRASTRUCTURE PVT. 1TD. blocksde, embargo, revolution, riot, insurrection, Forum Shopping Mall Pvt FORUM PROJECTS PRIVATE ATO Director Director For Ganesis Advertising Put Ltd. Q) Director गाला समार्थ



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terrorist or military action, nuclear blast / explosion, sabotage or civil commotion.

Any event or circumstances of a nature analogous to e) any of the foregoing.

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2) No Party shall be liable for delays in the performance of its

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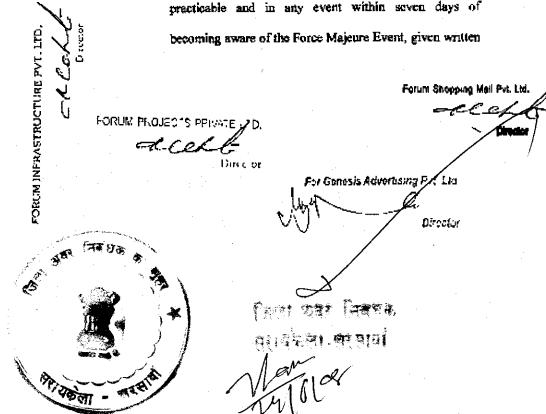




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obligations when such delay results from the prevention, restriction or interference in the performance of the obligations of such Party by a Force Majeure Event. provided that such Party has, as soon as reasonably practicable and in any event within seven days of becoming aware of the Force Majeure Event, given written



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notice thereof to the other Party describing in reasonable detail the effect of such Force Majeure Event.

3) In the event that the performance of the obligations of any

of the Parties hereunder is delayed as a result of a Force FORUM INFRASTRUCTURE PVT. LTI Majeure Event, any time period specified in this Deed for For Genesis Advertising Pvt. Lit Director

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the performance of such obligation shall be appropriately extended for a period equal to that during which the effect of the Force Majeure Event applies to such obligation.

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4) The Affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of

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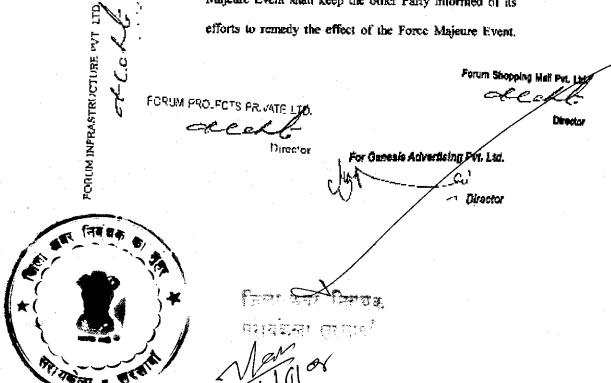
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Adityapur Ind. Ans New Authority Adityapur the Force Majeure Event The Parties shall consult with each other to determine the reasonable measures to be implemented to minimise the losses of each Party resulting from the Force Majeure Event. The Party affected by Force Majeure Event shall keep the other Party informed of its efforts to remedy the effect of the Force Majeure Event.



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Except as specifically stated to the contrary, no Party shall be relieved of its obligations under this Deed by reason of impossibility of performance or any other circumstance whatsoever beyond its control,

PORUM INFRASTRUCTURE PVT, LT 5) If any event of Force Majeure Event shall continuously Forum Shopping Mail Pvi. Ly FORUM PROJECTS PROVATE Director For Genesis Advertish g Ftd. Ltd. टा लाग्ना



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impede or prevent a Party's performance for longer than 3 (three) months from the date of commencement of such Force Majeure event, the Parities shall decided through consultation either the terms upon which to continue the performance under this Deed or to terminate it by mutual consent.

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## Lessee Events of Default

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Adityapur Bach of the following events or circumstances, to the extent not caused by a Force Majeure Event, shall be considered for the purposes of this Deed as Events of Default of the Lessee ("Lessee Event of Default") which, if not cared within the

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default by Lessee or any persons claiming through or under it to pay Lease Premium, lease rent or any payments

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hereby reserved or any part thereof to the Lessor, and the same is in arrears and unpaid for 30 days next after becoming due and payable, whether the same have been demanded or not, timely payments by the Lessee being the essence of this Deed

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In the event the Demised Plot are not used for the purposes of the Project and ailied or ancillary purposes in accordance with this Deed.

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3 Such events as have been specified as Lessee Events of Default under the provisions of this Deed;

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The transfer pursuant to the applicable laws of either (i) the rights and/or obligations of the Lessee under this Deed or (ii) all or material parts of the assets or undertaking of the Lessee except where such transfer, in the reasonable opinion of the Lesser, does not affect the ability of the Lessee to perform, and the Lessee has financial and

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technical capability to perform the material obligations under this Deed.

5 In the event a resolution is passed by the shareholders of the Lessee for the voluntary winding up of the Lessee.

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The Lessee is adjudged bankrupt or insolvent or if a trustee or receiver is appointed for the Lessee or for any of its property that has a material hearing on the Project.

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7 Any petition for winding up of the Lessee is admitted by a court of competent jurisdiction or the Lessee is ordered to

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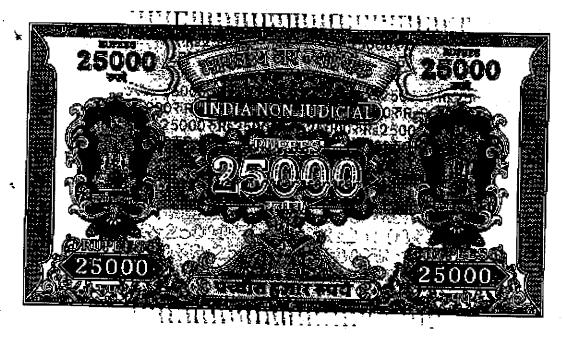
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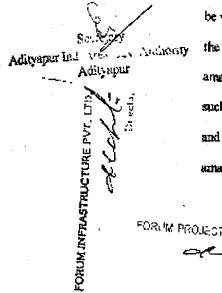
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be wound up-by court/dissolution of the Lessee pursuant to the applicable laws except for the purpose of or in case of amalgamation or reconstruction; provided that as part of such amalgamation and reconstruction, the property, assets and undertaking of the Lessee are transferred to the amalgamated or reconstructed entity and that the

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assumed the obligations of the Lessee under this Deed and provided further that the amalgamated entity or reconstructed entity (i) has the technical capability and the operating experience necessary for the performance of its obligations under this Deed, and (ii) has the financial

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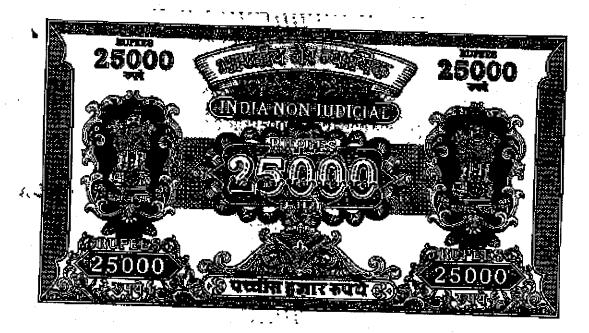
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standing to perform its obligations under this Deed and has a credit worthiness at least as good as that of the Lessee as on the date of execution of this Deed.

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8 The Lessee assigns this Deed without the prior written consent of the Lessor save and except as otherwise

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expressly permitted under this Deed.

The Lessee suffers an attachment being levied on any of its essets causing a material adverse effect on the Project or the Facilities and such attachment continues for a period exceeding 45 (forty-five) days.

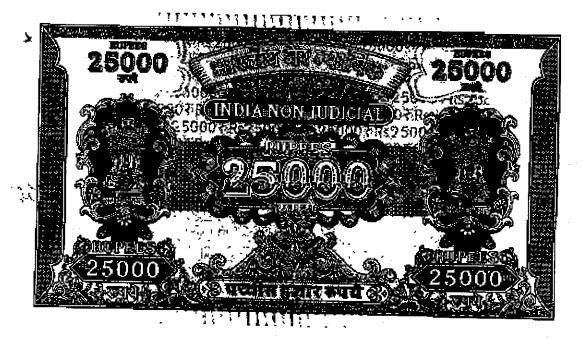
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For Genesis Advertising Pvt. Ltd.



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10 The Lessee is otherwise in material breach of this Deed and such breach is not remedied within the stipulated cure period, and if not so specified within 120 (one hundred and twenty) days of receipt of written notice from the Lesser specifying such breach and requiring the Lessee to remedy the same.

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11 The Lessee/sub-lessee(s) abandons the Project or repudiates this Deed or otherwise evidences an intention not to be bound by it.

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12 It is discovered that this lease/sub-lease has been obtained by suppression of any material fact or mis-statement.

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misrepresentation or fraud

13 An event of default of the Leasee or the persons claiming through or under it, as the case may be, under any of the Financing Documents executed by it/them for availing financial assistance in connection with implementation of

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the Project has occurred leading to the Lender(s) recalling its loan under such documents.

# VII Termination Procedure on Lessee Event of Default

1) Upon the occurrence of Lessee Event of Default under Clause VI above, and upon the expiration of the cure

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periods, if any, the Lessor may issue a Notice of Intention to Terminate to the Lessee (and, if applicable, to the sub-lessee(s), with a copy endotsed to the Lenders. Such notice shall specify in reasonable detail the Lessee Event of Default giving rise to the Notice of Intention to Terminate.

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Or such longer period as' the Parties may agree in writing,
as to what steps shall be taken in order to prevent the
termination of this Deed and/or to cure the relevant Fivent
of Default. Such steps shall include, the endeavour of the

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Default Of Longer Parties shall consult for a period of 30 days
or such longer period as' the Parties may agree in writing,
as to what steps shall be taken in order to prevent the
termination of this Deed and/or to cure the relevant Fivent
of Default. Such steps shall include, the endeavour of the

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Parties in consultation with the Lenders to arrive at an agreement for the replacement of the Lessee by a new Lessee ["Substitute Entity"] on terms no less favourable than those contained in this Deed and the specific terms and conditions of such replacement, which shall include:

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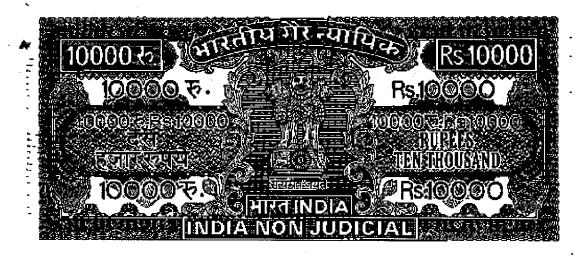
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the criteria for selection of the Substitute Entiry,

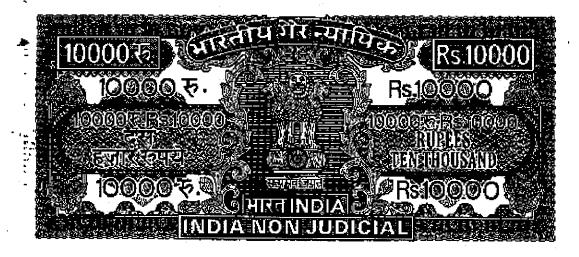
the transfer of rights and obligations of the Lessee ii) surviving under this Deed to the Substitute Entity.

handing over/transfer of the Project/Project Facilities

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and the assets relating thereto to the Substitute Entity,

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iv) assumption by the Substitute Entity of the Lessee's obligations herein during the remaining Term of Lease, including the payment of any amounts due to

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the Lessor from the Lessee here under, and the Lessee's outstanding obligations under the Financing Documents and preserving Lenders' charge on the Lessee's assets.

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v) Upon such agreement being reached, the Lease Deed

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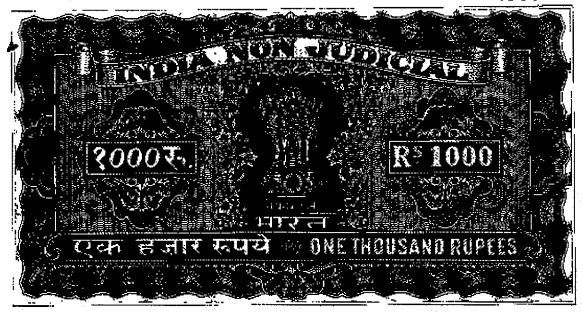
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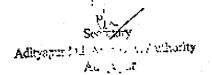
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shall be novated in favour of such Substitute Entity, which shall be deemed to be the Lessee herein and shall enjoy all rights and be responsible for all obligations of the Lessee hereunder for the remainder of the Term of Lesse; provided that where the Lessee is in breach of this Deed on the date of such

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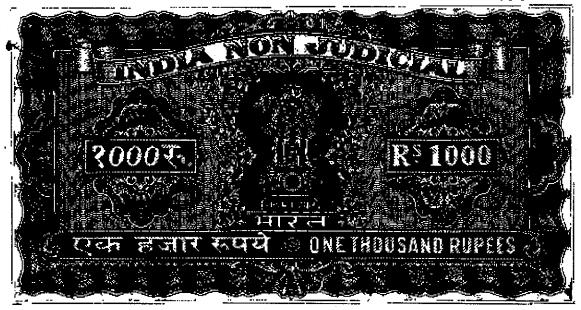
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substitution, the Lessor shall by nonce grant a cure period of 120 (one hundred and twenty) days to the Substitute Entity for curing such breach. The parties shall execute additional documents/supplementary agreements as may be needed to effectuate the replacement of the Lessee by the Substitute Entity.

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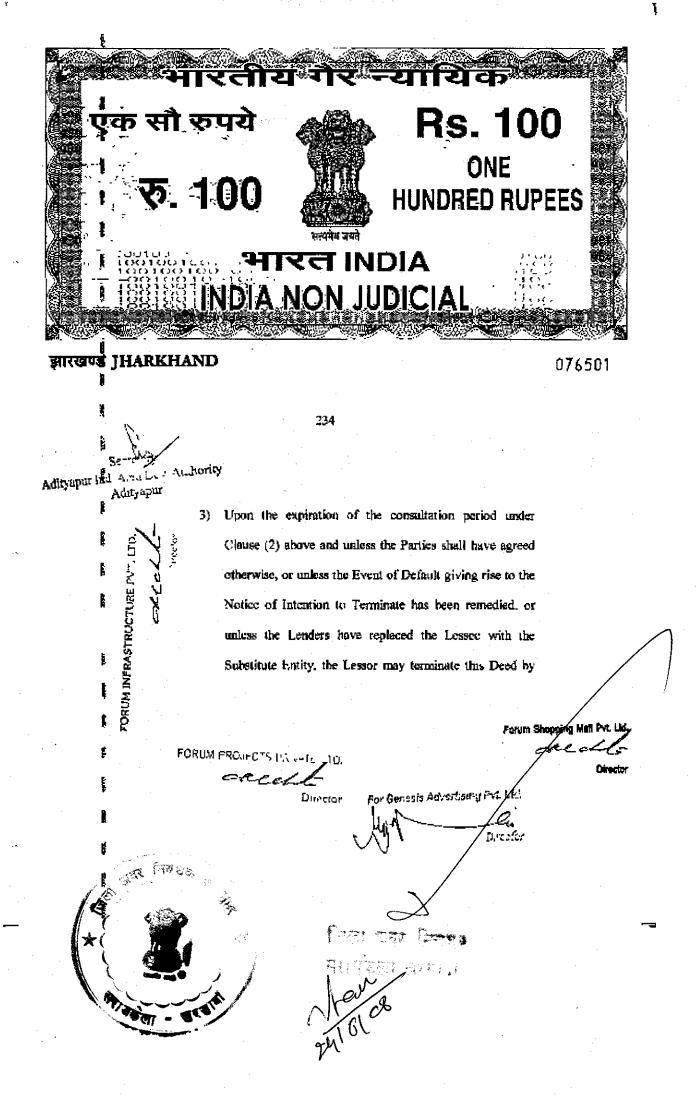
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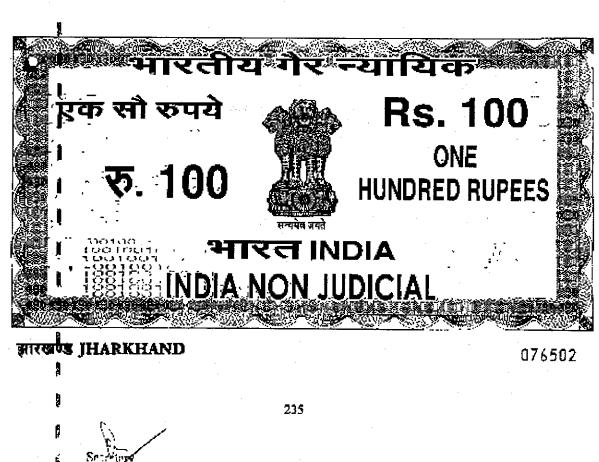
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Activated to delivering a notice of termination to the Lessee whereupon this Deed shall immediately terminate.

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## VIII Forfeiture

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Upon the termination of this Lease Deed due to a 1 essee Event of Default or a Force Majeure livent or expiry of this Lease Deed by efflux of time, as the case may be, it shall be lawful for the Lessor. (notwithstanding the warver of any previous cause or right of re-emry upon, the Demised Plot/the building, structures and fixtures there upon/Project/Facilities) to re-enter upon, take possession of the Demised Plot/the buildings, structures and fixtures there upon/Project/Facilities and this lease and everything herem contained shall cease and determine and the Lessee/sub-lessee(s) shall not be entitled to any payment or compensation whatsoever nor to the return of any premium paid by it

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b) All the rights, entitlements and interest of the Lessee/sub-lessee(s) and of persons claiming through or under it, in and to the Demised Plot, the buildings, structures and fixtures there upon, the Project, the Facilities, free and clear of any encumbrances created or suffered by the Lessee/sub-lessee(s) or by the person's claiming through or under it, shall be transferred to the Lessor or its nominated agency and the Lessee/sub-lessee(s) and the Persons claiming through or under it shall not be entitled to any payment or compensation whatsoever and shall forthwith vacate the Demised Plot/the buildings, structures and fixtures there upon/Project/Facilities

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and hand over vacant possession thereof to the Lessor or its nominated agency. The remedies of all persons claiming through or under Lessee/sub-lessee(s) shall lie only against the Lessee/sub-lessee(s).

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The employees and personnel of the Lessee/sub-lessee(s) and persons claiming through or under it shall continue to be their respective employees and personnel and the transfer of the Demised Plot/the buildings, structures and fixtures there upon/Project/Facilities shall not in any manner affect their status as employees or personnel of the Lessee/sub-lessee(s) and persons claiming through or under it and such employees and personnel shall have no claim to any type of employment or compensation on the Lessor or its nominated agency. PROVIDED that, notwithstanding anything contained herein to the contrary, the Lessor may without prejudice to its right of re-entry as aforesaid, and in its absolute discretion, waive or condone breaches, temporarily or otherwise, or relieve against forfeiture, for reasons to be recorded in writing, on receipt of such amount and on such terms and conditions as may be determined by it and may also accept payment of Lease Premiums or rent or other payments hereby reserved which are in arrows together with interest at the rate of 15 percent per annum thereon or as decided by the Lesson. PROVIDED FURTHER, notwithstanding anything contained herein to the contrary, the Lesson may upon the

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Default, without prejudice to its right of re-entry as aforesaid, relieve only the sub-lessees/licenses (but not the Lessee) against torfeiture on such reasonable terms and conditions, including without limitation the payment of additional premium/consideration by the sub-lessees etc to the Lessor, that the Lessor may in its absolute discretion determine, whereupon the Lessor may extend the duration of sub-leases, licenses or franchising or similar arrangement executed under and pursuant to this Deed beyond such termination by such period as the Lessor deems appropriate and, if necessary, execute supplementary agreements/ additional documentation in this behalf.

- 2 No foriciture or re-entry shall be effected until the Lessor has served on the Lessee/aub-lessee(s) a notice in writing (i) specifying the particular breach complained of, and (ii) if the breach is capable of remedy, requiring the Lessee/sub-lessee(s) to remedy the breach and the Lessee/sub-lessee(s) fails to remedy the breach within the reasonable time as may be mentioned in the notice to remedy, if it is capable of remedy, and in the event of forfeiture or re-entry the Lessor may, in its discretion, relieve against forfeiture on such terms and conditions as it considers proper. Nothing in this Clause (2) shall apply to forfeiture or re-entry:
  - a) for breach of envenants and conditions relating to sub-

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division or amalgamation, erection and completion of building within the time provided and sublease/transfer of the Demised Plot as mentioned in herein;

in case the lease / sub-lease has been obtained by suppression of any fact, mis-statement, misrepresentation or fraud:

upon expiry of the Term of Lease/Lease Deed by efflux of c) time.

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#### IX Representations and Warranties

Each party hereto represents and warrants that:

- I It has full power and authority to execute, deliver and perform this Deed and to carry out the transactions contemplated herein;
- It has taken all necessary action to authorise the execution, delivery and performance of this Deed;
- This Deed constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof and thereof:
- It is subject to civil and conuncreial and Municipal law with respect to this Deed;

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- It is duly organised, validly existing and in good standing under the laws of the jurisdiction of its incorporation; and
- 6 Agrees that its representations shall stand true and valid for the Term of Lease and it shall have an obligation to disclose to the other Party as and when any of its representations ceases to be true and valid.
- B The Lessee further represents and warrants to the Lessor.

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In submitting its bid the Lessee has complied with all the applicable laws and it is and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal proceedings or habilities which in the aggregate have or may have material adverse effect on its linearial condition or its ability to implement the Project.

Pach consortium member [Forum Projects Private Limited, Genesis Advertising Private Limited and Forum Shopping Mall Private Limited (Formerly: Namrata Trading Private I imited) was and is duly organised and existing under the laws of the jurisdiction of its incorporation and has full power and authority to consent to and has consented to the Lessee entering into this Deed and has agreed to and unconditionally accepted the terms and conditions set forth in this Deed.

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The execution, delivery and performance of this Deed and all instruments or agreements required hereunder do not contravene, violate or constitute default of any agreement or instrument to which it is a party, including without fimitation. Its articles and memorandum of association or by which it is or may be bound. It is not restricted by any judgment, injunction, order, decree or award from the execution, delivery and performance of this Deed.

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Prior to executing this Deed, the Lessee has conducted a due diligence audit and independent evaluation to its satisfaction in respect of the Demised Plot, the technical and financial leasibility of the Project, risks and contingencies, the condition of the Demised Plot, condition of soil and sub-soil, access to the Demised Plot, availability of labour and intrastructural facilities, the applicable laws and Applicable Permits. Development Controls and Guidelines and all matters concerning or related to the Project and all information provided to it by the Lessor. It has also carried out a title search, including without limitation the title, ownership, possession, land acquisition etc. in respect of the Demised Plot. The Lessee is entering into this Deed on the basis of its satisfaction based on the due diligence audit undertaken by it. Any design, data etc. provided by the Lesser to the Lessee is only by way of information and the Lessee shall act thereog at its own cost and risk. The Lessee shall be responsible for the contents of its bid.

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including all designs, data etc. therein. The Lessee hereby accepts the risk of inadequacy, mistake or error in or arising out of, in connection with or in relation to the matters set out in the preceding paragraph of this subsection and hereby confirms that the Lessor shall not be liable to the Lessee any manner whatsoever for the same.

#### Х Dispute Resolution

in the event of any dispute, difference, controversy, claim arising under these presents or in connection therewith (except to any Adityapur lad rate Don Authority matter the decision of which is specially provided by these presents) the same shall be referred to the sole arbitration of the Managing Director, AlADA, or any other person appointed by him, it will be no objection that the arbitrator is a government servant and that he has to deal with the matters to which the lease relates, or that in the course of his duties as a government servant he has expressed views on all or any of the matter in dispute or difference.

> 2 Subject as aloresaid, the Arbitration and Conciliation Act 1996, and any modifications thereof for the time being in force shall apply to the arbitration proceedings under this Clause.

> The scat of arbitration shall only be Ranchi or such other place as the parties may mutually agree and the arbitration shall be conducted in English language.

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- Any award by the arbitrator shall be final and binding on the Parties. The award of the arbitrators shall be a reasoned one giving reasons for each claim allowed or disallowed
  - Pending the submission of the dispute, difference, controversy, claim to arbitration and thereafter until the final decision of the arbitrator, the Parties shall continue to perform all of their obligations under this Deed, without prejudice to a final adjustment in accordance with such a decision. Further, this Deed shall remain subsisting and operative during the pendency of such dispute etc. and no payment due and payable to either Party shall be withheld except the payment in dispute, if any.

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> 6 The costs of the arbitration shall be equally borne by both the parties. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by such Party.

XI Insurance

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I The Lessee/sub-lessee(s) shall during the Term of Leake purchase and maintain or cause to be purchased and maintained, at its own expense, insurance policies as are customarily and ordinarily available in India on commercially reasonable terms and reasonably required to be maintained to insure the Project and all related assets

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against risks in an adequate amount, consistent with similar facilities of the size and type as the Project and as may be required by the Lenders (the "Insurance Cover").

Without limiting the generality of the foregoing, the Lessee/sublessee(s) shall, at its cost and expense, purchase and maintain or cause to be purchased and maintained during the Term of Lease, and in case of sub-clause (i) and (ii) below during the construction period, such insurances as are necessary, including but not limited to the following:

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- a) Construction/builders/contractors\* all risk insurance (during construction period);
- b) Erection all risk policy (during construction period);
- c) Comprehensive insurance for the Facilities for their full market value or replacement cost(including fire, burglary, standard and special peril);
- d) Comprehensive third party liability insurance, including injury or death of Persons who may enter the Demised Plot.
- e) workmens' compensation insurance;
- f) any other insurance that may be necessary to protect the



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Lessee/sub-lessee(s), the Persons claiming through or under it, its employees and its assets (against loss, damage or destruction at replacement value) including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (c).

The Lessee/sub-lessee(s) shall, from time to time, furnish to the Lessor copies of all insurance policies in respect of the Insurance Cover (or appropriate endorsements, certification of other satisfactory evidence of insurance) as soon as reasonably practical av Authorityafter they are received by the Lesson/sub-tessee(s) and furnish evidence to Lessor that all premiums have been paid and that the relevant policies remain in existence. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 10 (ten) days' clear notice of cancellation is provided to Lessor in writing.

In the event the Lessee/sub-lessee(s) does not maintain the Insurance Cover pursuant hereto, the Lessor shall not be liable in any manner in this behalf and the Lessee/sub-lessee(s) shalf indemnify the Lessor for and against all liabilities, costs and expenses arising out of or as a consequence of such failure. Also such failure shall constitute a Lessee Event of Default.

Unless otherwise provided herein, the proceeds from all insurance, claims, except for life and injury, shall promptly be applied for the

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re-instatement renovation. restoration or Project/Facilities or any part thereof, which may have been damaged or destroyed.

The Lessee/sub-lessee(s) shall unsure all insurable assets comprised in the Project/Facilities through Indian insurance companies and if so permitted by GoI, through foreign insurance companies, to the extent that insurances can be effected with them.

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- The premiums payable on insurance coverage as indicated b) above, including any costs and expenses incidental to the procurement and enforcement of such insurance coverage shall be borne by the Lessee/sub-lessee(s).
- All insurance policies supplied by the lessee/sub-lessee(s) c) shall include a waiver of any right of subrogation of the insurers there under against, inter alia, the Lessor and its assigns, successor, subsidiaries, affiliates, employees, insurers and underwriters and of any right of the insurers of any set-oil or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person under any such policy or in any way connected with any loss, hability or obligation covered by such policies of insurance.

For Genesis Advertising Pvt. Lid. Director

d) The I essee/sub-lessee(s) hereby further releases, assigns and waives any and all rights subrogation or recovery against, *inter alia*, the Lessor and its successor, affiliates, subsidiaries, employees, successors, assigns, insurers and underwriters, which the Lessee/sub-lessee(s) may otherwise have or acquire in or from or in any way connected with any loss covered by policies of insurance maintained or required to be maintained by the Lessee/sub-lessee(s) pursuant to this Deed (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

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### XII Other Provisions

- No amendment or waiver of any provision of this Deed, nor consent to any departure by any of the Parties there from, shall in any event he effective unless the same is in writing and signed by the Parties hereto and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
- 2 No failure on the part of any Party to exercise, and no delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof or a consent thereto; nor shall any single or partial exercise of any such right, power or privilege preclude any other of further exercise thereof or the exercise of any other right, power or privilege. The remedies herein provided are cumulative and not



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exclusive of any remedies provided by applicable laws.

3 If any provisions of this Deed are declared to be involid, imenforceable or illegal by any competent arbitral tribunal or court, such invalidity, an-enforceability or illegality shall not prejudice or affect the remaining provisions of this Deed, which shall continue in full force and effect.

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All notices, certificates, correspondence or other communications under or in connection with this Deed or the Project shall be in English or Hindi. In the event of any dispute, the version in English will prevail.

Any notice to be given hereunder shall be in writing and shall either 5 be delivered personally or sent by registered post, telex, facsimile transmission, or recognised international courier. The addresses and numbers for service of notice shall be given to the Parties at their respective addresses set forth below:

Lessee

Forum Infrastructure Private Limited,

4/1, Red Cross Place, Knlkata-700001

Lessor

Development Adityapur Industrial

Authority (AIADA), Vikas Bhawan,

Adltyapur – 831 013

Preferred Hidder

Forum Projects Private Limited,

4/1, Red Cross Piace, Kolkata-700001

Genesis Advertising Private Limited

7, Sarat Bose Road, Kolkata-700020

Forum Shopping Mail Private Limited,

"FORUM" 10/3, Lala Lajpat Rai,

Kolkata - 700010

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or such other address, telex number, or facsimile number as may be notified by that Party to any other Party from time to time, and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmatted properly addressed to such telex number or facsimile number. In case any Party changes its address, communication numbers, or directed attention as set forth above, it shall notify the other Party in writing prior to the adoption thereof.

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- 6 This Deed shall be governed by and construed in accordance with the laws of India and the courts of Jharkhand shall have jurisdiction over all matters arising out of or in relation to this Deed
- 7 This Deed may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Deed.
- 8 Except as expressly provided in this Decd, neither this Deed nor any right or obligation arising herein can be assigned either in whole or in part by any Party without the prior written consent of the other Party.
- 9 Notwithstanding anything to the contrary contained in this Deed or

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in the incorporation of the special purpose company (the Lessee):

In case the Preferred Bidder, promoting and incorporating the Lessee, is a consortium of two or more persons, all such persons shall be jointly and severally liable to the Lessor for compliance with the terms of this Deed. Such persons shall designate one of them to act as a Lead Member with authority to bind the joint venture or consortium and each of its members. The composition or the constitution of the joint venture or consortium shall not be altered during the Term of Lease save and except as expressly provided herein.

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b) The Preferred Ridder and its successors and permitted assigns shall be fully liable for performance of all the obligations of the Lessee under this Deed and in respect of all the Lessees' covenants, undertakings, liabilities here under and the terms and conditions hereof relating to the Lessee.

Nothing contained in this Deed shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

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

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it shall indemnify, defend and hold harmless the Lessor from and against all liabilities, damages, losses, expenses, claims, suits, proceedings, judgments, sottlements, actions, costs of any nature whatsoever, whether directly or indirectly arising, for personal injury, for damage to or loss of any property and any Third Party liability, including reasonable attorneys' lees, actually incurred or suffered by the Lessor, amsing out of or in any way connected with (a) any breach, negligence, default, omission, infringement etc., as the case may be, by the Lessee or Persons claiming through or under it of the Lessee's representations and warranties herein; the Lessee's coverants, agreements or obligations contained herein or the terms and conditions hereoff any intellectual property right of any Person; (b) failure of the Lessee or Persons claiming through or under it to comply with any law or Applicable Permit or pay taxes or make contractual or other payments due and payable to any Person; (c) the employment, sickness, injury or death of any Person employed directly or indirectly by the Lessee or Persons claiming through or under it; (d) personal injury and for damage to or loss of any property arising our of or in any way connected with the I essec's/sub-lessee(s)'s performance under this Lease Deed, except to the extent that such injury, damage on loss is attributable to a negligent or willful act or omission of the party seeking to be indemnified or (d) as provided elsewhere in this Deed

The Lessee/sub-lessee(s) and the persons claiming through or under

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leviable on the execution of this Lease Deed shall be borne by the Lessee.

14 The expression the "Lesser" and the "Lessee/sub-lessee(s)" herein used shall where the context so admits, include, in the case the Lessor, its successors and assigns, and in the case of the Lessee/sub-lessee, its/his heirs, executors, administrators or legal representatives and the person or persons in whom the lease-hold interest hereby created shall for the time being be vested by with assignment or otherwise.

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- 15 Notwithstanding , anything to the contrary contained in this Deed, in no event shall any Party, its officers, employees or agents be liable to the other Party for any matter arising out of or in connection with this Deed in respect of any indirect or consequential loss, including loss of profit, suffered by such other Party
- Notwithstanding anything to the contrary stated in this Deed, no review, comment or approval by the Lessor/any government authorities/Lessor's Engineer/expert/advisors, nominees or representatives of the Lessor of the documents prepared and submitted by the Lessee/sub-lessee(s) nor any observation or inspection of the construction, operation or maintenance of the Project/Facilities nor the failure to review, approve, compent, observe or inspect hereunder shall relieve or absolve the Lessee/sub-lessee(s) from its obligations, duties and Mabilities under

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this Deed, the applicable laws and Applicable Permits; and the Lessor or any government authority or the advisors, nominees or representatives of the Lessor shall not be liable to the Lessoe/sub-lessoe(s) by reason of any review, comment, approval, observation or inspection referred herein or failure to review, comment, approve, observe or inspect.

Secretary

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Any sum which is due and payable under any of the provisions of this Deed by one party to the other shall, if the same is not paid within the time allowed for payment thereof, be deemed to be a debt fowed by the Party responsible for such payment to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at the rate specified herein, and if not specified at the rate of 15% per annum, from the due date and until the date of payment or otherwise realisation thereof by the Party entitled to receive the same. Without prejudice to any other right or remedy available under this Deed or under law, the Party entitled to receive such amount shall also have the right of set off. Provided this provision for payment of interest for delayed payment shall not be deemed or construed to (i) authorise any delay in payment of any amount due by a party or (ii) be a waiver of the underlying breach of the payment obligations.

18 Any date or period as set out in this Deed may be extended with the written consent of the Parties, failing which time shall be of the essence.

For Genesis Advertising Pvt. Ltd.

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Director

Forum Shapping Med Pvt. Ltd.

Director

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IN WITNESS WHEREOF this Deed has been executed by the duly authorised representatives of the Parties hereto on the day and year first above written.

For and on behalf of Lesson

[NAME] H. N. ROOM

Adityapur Ind. Area Day Authority Adityapur

Socretary [DESIGNATION]

For and on behalf of Lessec

[NAMF]

Director

[DESIGNATION]

Witnesses:

1. Rajeth Kr. Singh 510 Sti K.P. Singh Address K2/2, XPd.NO.10
TOICO COLONY, Jamasedphr-4. SAMONER ROY SIO Jagamonal Roy Address: 4/1 Red Cross place kol- 01.

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#### SIGNED, SEALED AND DELIVERED

Preferred Bidder [Forum Projects Private Limited]

In the presence of

FORUM PROJECTS PRIVATE LTD.

Director

# Witnesses:

REGIST K. STugh

(1) They is h Ket stage story is in the P. stage address; 122/2, XRd NO 10 TO CALONY, Fample appro-4.

(11) Som aroul Roy.

910 Jagannath Ray.

Add: 4/1 Red cross place

Preferred Bidder [Genesis Advertising Private Limited]

In the presence of

Witnesses:

(i) Regish Kr. Singh slosh K.p. Singh addres: Kalz, xad. Noto Tello colony, Jamarapur. 4.

(ii) Somm arrost Ray Glo Jagameneth Roy Add: All Red Cross place Ket-01

For Genesia Advertising Pvt. Ltd.

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Preferred Bidder [Forum Shopping Mail Private Limited]

In the presence of

Witnesses:

(i) Reject Kr Singh slo six K.P. Singh maris: K2/2, Yed NO.10 Tells Colony, Jamahadpur. 4.

(ii) Somoroof Pour Sto Jaganmath Ray. Add: 4/1 Red Cross place 1601-02. Date:

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Schedule I

Land Map

Schedule II

Development Concept and guidelines (Bye Laws)

Schedule III:

Prohibited uses of demised plot

W. Secretary

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Particulars of Demised Plot

Detailed Land Plan Attached.

Secretary.

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#### Schedule II

## Development Concept and Guidelines (Bye Laws)

Secretary.

The construction of the City Centre will be in accordance with The Adityapur Industrial Area Planning Standards and Building Sye-Laws 1990 (Ammendment – 2006)

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#### Schedule III

### Prohibited Uses of Demised Plot/Project/Facilities

- I Amusement Parks
- 2. Educational and research institutions, etc.
- Industrial uses including industrial research laboratories, etc.
- 4. Stadiums or outdoor sports activities except Swimming Pool, Lawn Tennis Court, Basker Ball Court Bowling Court, Squash Court Badrumton Court ctc. as part of the club / star botel
- 5. Any other uses and activities prohibited under law such as casinos, etc.

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Director

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Director

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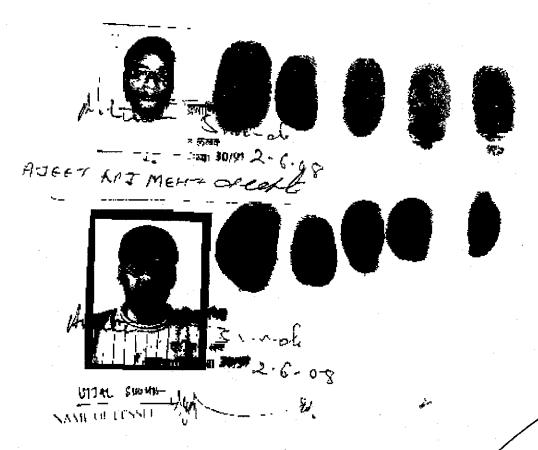
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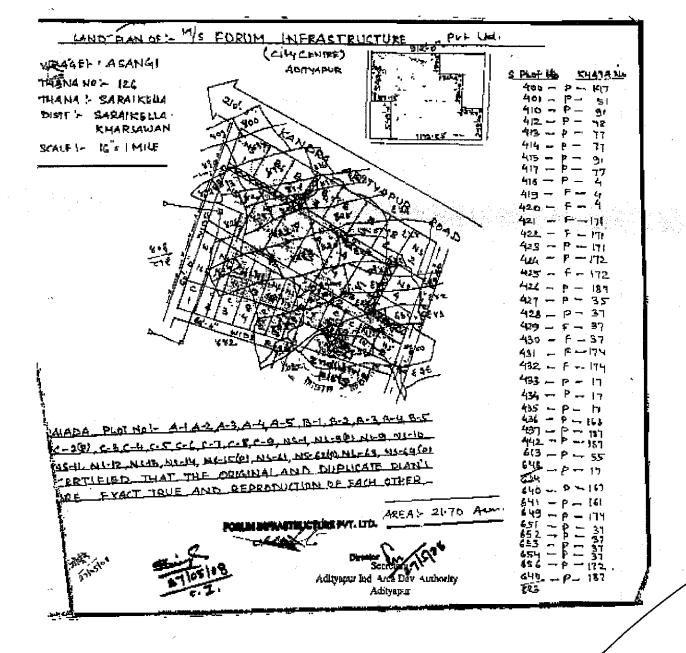
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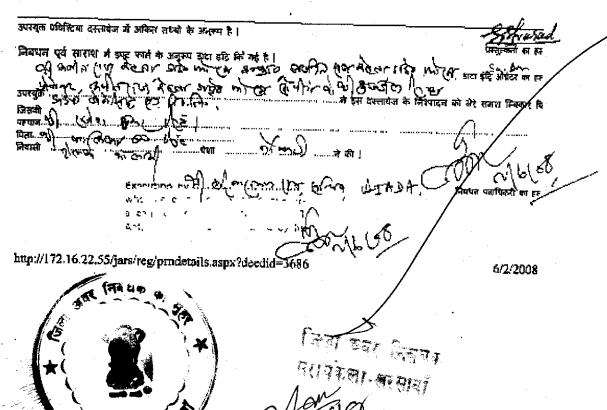


#### निवंधन विभाग, **झारखं**ड सरायकेला

जांच पर्चा-सह घोसणा ववत्र (तिक्रक 114)

Token No 35			ाच नवा श्रम् सास्त्रमः स्थाप		Talama Danas are		
1. Document Type 2. Presenter' Name & Address 4. Date of Entry 7. Document Value 8. Special Type 12. Remarks / Other Datalls Property Datalls		Lease Deed Aiada, Adilyapa	2 Présenter		Token Data/Time 02/06/2003 15: Alada Rep By Gauri Stenkar Presed		
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ЗN	Р Туре	Party Name	Father/Husband	Occup.	Caste	PANE	Address		· · ·
1	LESSOR	Alada Rep By Gauri Shanker Presad	Lata Rameshwar Prasad	Service	Other	<del>                                     </del>	Azeda, Adityepur, Jamshedpur		
2	LESSEE	Forum infrastructure P Lid Or Ajeel Raj Mehta	Paras Raj Mehla	Bu\$41869	Other	1	4/1, red cross piace leskata-1		
3	LESSEE	Forum Projects P Ltd Ow Ages! Ray Mainte	Paras R≢j Mehta	Business	Other	<del> </del>	4/1, Red Cross Place, Kolkata-1		
4	TESSEE	Forum Shopping Meil P Lid Dir Ajeet Raj Menta	Paras Raj Mehta	Business	abjer .	<del> </del>	4/1. Red Cross Place, Koksta-1		
5	LESSEE	Genesis Advertising P Ltd Dir. Vijel Sinha	Provat Kumar Sinha	Business	Other	-	7, saret bose road, koketa-20		
8	identifiar	Rajesh Kwrear Singh	K P 8Ingh	Service	Other	_	k2/2, cross road no. 10, telco col- lamshadour		
	Wibness1	Rajesh Kumar Singh	K P Singh	Service	Other	<u> </u>	K2/2, Gross Road No. 10 Telen		
_	Witness2	Samresh Roy	Jaganneth Roy	Sarvice	Other	<b>-</b>	Colony, Jamahedpur 4/1, red cross place koörata-1		
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# निबंधन विभाग, झारखंड **सरायके**ला

Token No.35 Token Date: 02/06/2008 15:47:49
Serial/Deed No./Year:3113/3104/2008
Deed Type: Lease Deed

SN	Party Details	Photo	ՐիւսոԵ
1	Aiada Rep Hy Gauri Shankar Prasad Father/Husband Name:Late Rameshwar Prasad (LESSOR) Aiada, Adityapur, Jamshedpur	×	<u>*</u>
2	Forum Infrastructure P Ltd Dir. Ajeet Raj Mehta Father/Husband Name:Paras Raj Mehta (LESSEb) 4/1, red cross place, kolkata-1		
3	Forum Projects P Ltd Dir. Aject Ruj Mehta Father/Husband Name:Pares Raj Mehta (LESSEE) 4/1, Red Cross Place, Kolkata-1	7	
4	Forum Shopping Mall P Ltd Dir. Aject Raj Mehta Father/Husband Name:Paras Raj Mehta (LESSEE) 4/1, Red Cross Place, Kolkata-1	7	
5	Genesis Advertising P Ltd Dir. Ujjal Sinha Father/Husband Name:Provat Kumar Sinha (LESSEE) 7, sarat bose road, kolkata-20		
6	Rajesh Kumar Singh Father/Husband Name: K. P. Singh (Identifier) k2/2, cross road no 10, teleo colony, jamshedpur		

Book No.	1		
Volume	118		
Page	73 to 602		
Deed No	3113/3104		
Year	2008 02/06/2008 16:47:31		
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District Sub Registrar



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eria	m No.35 Foken Date: 02/06/2008 15:47:49 l/Deed No./Yuar :3113/3104/2008 Type: Lease Deed		
SN	Party Details	Photo	Thumb
7	Rajesh Kumar Singh Father/Husband Name:K. P. Singh (Witness1) K2/2, Cross Road No. 10, Teleo Colony. Jamshedpur	×	<b>x</b>
8	Samresh Roy Pather/Husband Name: Jagannath Roy (Witness2) 4/1, red cross place, knikata-1	<u> </u>	N

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Volume	118
Page	73 To 602
Deed No	3113/3104
Year	2008
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