

LEASE DEED

THIS DEED OF LEASE (herein after called the Second Lease Deed), executed this the Twenty third day of February Two Thousand and Eleven BETWEEN GOVERNOR OF KERALA, acting through, K.SURESH KUMAR, S/o. K. V. Kumaran, aged 52 years, residing at Thiruvananthapuram, Secretary, IT Department, Government of Kerala, Thiruvananthapuram by virtue of G.O. (MS) No.2/2009/ITD dated 16.1.2009 (hereinafter referred to as the “Lessor”, which expression shall, unless repugnant to the meaning or context, be deemed to mean and include his successors and assigns) OF THE ONE PART AND SMARTCITY (KOCHI) INFRASTRUCTURE PRIVATE LIMITED, a Company registered under the Companies Act, 1956 with Registration No: U70101KL2006PTC019125 and its registered Office at ‘Josh Towers’, Padamugal, Colony Junction, Kakkanad West P.O., Ernakulam District – 682 030, Kerala, represented herein by ABDUL LATIF AL MULLA, S/o. Abdulla Ahmad Al Mulla, aged 43 years, residing at Villa No. 13, Safa Park, Road 53, Al Wasl Road, Dubai, United Arab Emirates, bearing passport No. A2253363 of United Arab Emirates (hereinafter called the ‘Lessee’, which expression shall, unless repugnant to the meaning or context, be deemed to mean and include his successors and assignees) OF THE OTHER PART;

The expression ‘Lessor’ and ‘Lessee’ are collectively referred to as the ‘Parties’.

GOVERNOR OF KERALA,
acting through,
K.SURESHKUMAR, Secretary,
I.T. Department, Government of Kerala,
Thiruvananthapuram, Kerala 695 001.

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acting through its authorized signatory
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WHEREAS the Lessor is the owner of 100.65 acres or thereabouts (40.7356 hectares) of land comprised in Survey Nos. 62, 63, 67, 68, 69, 70, 71, 72, 73, 74, 101, 103, 104, 105, 106, 107, 108 and 109 in Puthencruz Village, Kunnathanadu Taluk, Ernakulam District, more particularly described in the First Schedule hereunder written;

AND WHEREAS the Lessor is the owner of 13.94 acres or thereabouts (5.6417 hectares) of land comprised in Survey No.570 in Kakkanad Village, Kanayannur Taluk, Ernakulam District, more particularly described in the Second Schedule hereunder written;

AND WHEREAS the LESSOR had agreed to grant a Lease of the Leasehold Land specified in the said Schedules to the this Second Lessee Deed, and the Lessee had agreed to accept the same by virtue of the Framework Agreement dated 13th May, 2007 executed between the Lessor, Infoparks Kerala, TECOM Investments FZ-LLC and the Lessee (hereinafter referred to as “**Agreement**”); AND WHEREAS the lease deeds executed by them on 15th November 2007 and 29th July 2008 (hereinafter referred to as the Cancelled Lease Deeds) could not be registered for want of formal approval from the Government of India for setting up Sector Specific Economic Zone for IT/ITES in all of the properties scheduled in the Cancelled Lease Deeds and consequent exemption from stamp duty and registration fee;

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AND WHEREAS as per Government Order GO (MS) No 2/2009/ITD dated 6/1/2009, the Parties have executed a Cancellation Deed canceling the above unregistered Cancelled Lease Deeds with effect from the date of this Second Lease Deed;

AND WHEREAS the Parties have agreed to execute two new lease deeds for the pieces of land covered in the Cancelled Lease Deeds with the intention of registering the same;

AND WHEREAS The Government of Kerala by G.O.(P)No.19 / 2011 / TD dated 08.02.2011 and G.O.(P)No. 20 / 2011 / TD dated 08.02.2011 have exempted stamp duty and registration fee for the entire extent of 246 Acres covered in the first lease deed being executed on the date hereof (hereinafter referred to as the First Lease Deed) and this Second Lease Deed.

AND WHEREAS the Lessee is in possession of the Leasehold Land on the date of this Second Lease Deed;

AND WHEREAS as per clause 5.4 of the Agreement, upon completion of the master plan the Lessee will identify the plots having a cumulative area not exceeding 12% of the Leasehold Land for conversion to freehold and such plots will be converted to freehold by Government of Kerala without any further consideration, registration fee, stamp duty, conversion fee or any other charges whatsoever;

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NOW THIS DEED WITNESSTH, AS FOLLOWS:

- 1) The total one time lease premium of Rs 104,00,00,000 (Rupees One Hundred and four Crores) being the full consideration for 246 acres as provided in the First Lease Deed and this Second Lease Deed already paid by the Lessee to Lessor while executing the Cancelled Lease Deeds dated 15th November 2007 and 29th July 2008, which was acknowledged by the Lessor, is hereby adjusted against the consideration payable by the Lessee to the Lessor for the First Lease Deed and this Second Lease Deed now being executed proportionate to the extent of Leasehold Land in each of the First Lease Deed and this Second Lease Deed.
- 2) In pursuance of the Agreement and in consideration of Rs.48,44,45,528/- (Rupees Forty eight crores forty four lakhs forty five thousand five hundred twenty eight only) already paid by the Lessee for the 114.59 acres as one time lease premium, the receipt of which the Lessor hereby acknowledges, and the payment of the yearly rent payable as hereinafter provided and the observance of the Terms and Conditions on the part of the Lessee, as herein provided, the Lessor hereby grants UNTO THE LESSEE, a lease of all that pieces and parcels of Leasehold Land containing by ad-measurement a total of 114.59 acres or thereabouts (46.3773 hectares) and more particularly described in the First and Second Schedule hereto and for greater clarity delineated with the boundaries thereof on the Plan annexed as Annexure hereto (hereinafter referred to

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as “Leasehold Land”); TO HOLD the same for a period of 99 (ninety-nine) years from the date of registration of this Second Lease Deed (hereinafter referred to as the Term), subject to the following conditions:

- (i) The Lessee shall pay to the Lessor during the Term a yearly rent of Rs.114.59 (Rupees One hundred and fourteen and Fifty nine Paise only) payable in advance. The lessee shall be bound to pay interest on all overdue payments from the date they become due at 12% per annum.
- (ii) The Lessee shall from time to time and at all time during the Term pay and discharge all rates, taxes, charges and assessments of every description now subsisting (excluding arrears if any, accrued due before this day) and all rates, taxes, charges and assessments which may at any time hereafter during the Term be imposed, charged or assessed upon the premises hereby demised or the building to be erected thereupon on the lessees or their sub lessees in respect thereof.
- (iii) The Lessee shall ensure that the minimum area of the built-up space constructed in the Leasehold Land of 246 acres leased as per the First Lease Deed and this Second Lease Deed either by itself directly or their sub-lessees of the Leasehold Land/its clients shall be as per Annexure-B

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of Agreement and the total area of built up space shall be at least at 8,881,207 Sq.feet, provided that the minimum of 70% of the built up space thus constructed shall be utilized only for IT/ITES and related facilities for such work area and employees.

- (iv) Development of Leasehold Lands as per the First Lease Deed and this Second Lease Deed hereby leased and the construction of the buildings thereon shall be in terms of the Development Plan approved by the Parties and as per Annexure - B of the Agreement. Designation of the built-up space beyond what is visualized in Annexure-B of the Agreement for IT/ITES and allied services shall be as approved by the Board of Directors of the Lessee with the concurrence of the nominees of the LESSOR in the Board of Directors of the Lessee and agreed within the parameters of law.
- (v) The infrastructural development activities of the project shall commence immediately on publishing the SEZ notification in the Government of India Gazette.
- (vi) The construction of the buildings in the Leasehold Lands as per the First Lease Deed and this Second Lease Deed shall be commenced by the Lessee or its sub-lessees/its clients within 90 days of the Closing Date, as agreed to by the parties in the Agreement and the same shall be completed as per the Development Plan agreed to between the parties.

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- (vii) The Lessee shall use the Leasehold Lands as per the First Lease Deed and this Second Lease Deed for the purposes mentioned above and shall not make any excavation or remove any mineral substances or sand or clay from the Leasehold Land unless otherwise required for the purposes of the project, provided any clay or sand removed for the purposes of the project shall not be taken out of the project site.
- (viii) The Lessee shall not use the built-up areas designed as such for IT/ITES for any other purpose without the written permission of the Lessor. The Lessee shall at all times during the Term maintain the premises in good sanitary condition and repair and keep the building to be erected on the Leasehold Land in good and substantial condition.
- (ix) The Lessor hereby guarantees to obtain approvals and notification, at the earliest from the date hereof, from the Board of Approval in Delhi to grant the entire 246 Acres covered in the First Lease Deed and this Second Lease Deed as an IT/ITES Sector-specific SEZ/s status.
- (x) Upon completion of the master plan as envisaged in the Agreement and its approval 12% of the 246 acres will be converted from leasehold to freehold rights by the Lessor. The Lessee will

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develop the entire 246 acres for which the Lessee will have possession comprising of 216.5 acres of leasehold and 29.5 acres of freehold as IT/ITES sector specific SEZ. The Parties shall make appropriate amendment to this Second Lease Deed to reduce the total Leasehold Land to 85.09 acres by excluding 29.5 acres of plots of land once the Lessee has been granted freehold rights over such 29.5 acres of plots of land. The freehold land within the SEZ is not saleable.

- (xi) The plots having a cumulative area of 29.5 acres as freehold will be within the extent of 114.59 acres leased to the Lessee by the Lessor under this Second Lease Deed.
- (xii) The document authenticating 'conversion' from Leasehold Land to freehold and consequent reduction in extent from Leasehold, will be executed and registered in accordance with the Laws prevailing in India.
- (xiii) The land converted as freehold as provided under clause 5.4 of the Agreement shall not be alienable.
- (xiv) All subsequent documents proclaiming transfers / transactions including conversion from leasehold to freehold, leasehold to sub-leasehold, freehold to leasehold shall incorporate all relevant Clauses under the Agreement and these shall be binding on the said transferees / sub-transferees.

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- (xv) The Second Lease Deed lease is liable to be terminated, in case any of the conditions in the Agreement is violated either by TECOM or the Lessee, in accordance with the terms of the Agreement.
- (xvi) The Lessee is in vacant, peaceful, unencumbered and physical possession of the Leasehold Land on the date of execution of the First Lease Deed and this Second Lease Deed.
3. The Lessor covenants with the Lessee as follows:
- (i) The Lessee shall not require any permission or approval from the Lessor for sub-leasing the Leasehold Land leased hereby or the buildings constructed thereon (in whole or part) to any third party, for the purpose of development in accordance with the Development Plan referred to above, and for carrying on the business operations.
- (ii) The Lessee shall not require any permission or approval from the Lessor for the purpose of mortgaging its leasehold rights in respect of the Leasehold Land hereby leased or any portion thereof as security or for creating any lien or charge on the leasehold rights of the Lessee in respect of the Leasehold Land or the buildings constructed thereon for the purpose of obtaining any loans or advances.
- (iii) This Second Lease Deed may be renewed to further periods on expiry and upon such terms and conditions to be mutually agreed upon.

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(iv) The Lessor hereby agrees that the Lessee observing all the aforesaid conditions shall peaceably hold and enjoy vacant possession of the Leasehold Land during the Term without any interruptions by the Lessor or by any one claiming through or under the Lessor, provided that, upon termination of this Second Lease Deed, the Lessor may, notwithstanding the waiver of any previous conditions or right of re-entry, enter upon the Leasehold Land and re-possess it, as if this Second Lease Deed had not been granted and thereupon this demise shall be absolutely determined.

(v) The Lessor is the lawful owner of the Leasehold Land.

(vi) The Second Lease Deed is being signed in two originals both of which will be registered.

4. The Parties agree that provisions of Clause 7.2 (inclusive of Clause 7.2.1 and Clause 7.2.2) of the Agreement will be applicable to the entire 246 acres, including the land converted as freehold land as per Clause 5.4 of the Agreement.

5. It is hereby agreed to between the parties hereto that:

(i) This Second Lease Deed shall be governed, construed, interpreted and enforced in accordance with the Laws of India.

(ii) In case of any doubt regarding the interpretation of the terms of this Second Lease Deed, the provisions of the Agreement will prevail.

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FIRST SCHEDULE

FIRST SCHEDULE OF 100.65 ACRES UNDER SURVEY NUMBERS 62, 63, 67, 68, 69, 70, 71, 72, 73, 74, 101, 103, 104, 105, 106, 107, 108 AND 109

100.65 acres Land in Kunnathunad Taluk - Ernakulam District -

Puthencruz Village - Block 37

Lease hold land SURVEY with Sub divisions

Sl. No.	Survey No.	Extent in Hectors
Survey.No.62		
1	1	0.0230
2	2	0.1465
3	3	0.1735
4	4	0.0780
5	5	0.0720
6	6	0.0440
7	7	0.0460
8	8 Part	0.0400
9	9 Part	0.0420
10	10	0.0027
11	11	0.0500
12	12	0.0715
13	13	0.0115

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Sl. No.	Survey No.	Extent in Hectors
14	14	0.0075
15	15	0.1125
16	16	0.0720
17	18	0.1885
18	19	0.2030
19	20	0.1020
20	21	0.1170
21	22	0.2095
22	23	0.0720
23	24	0.0760
24	25	0.0125
	Total	1.9732

SURVEY NO.63

1	2	0.1700
2	3	0.2090
3	4	0.2530
4	5	0.1785
5	6	0.0185
6	7	0.1110
7	8	0.0060

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Sl. No.	Survey No.	Extent in Hectors
8	9	0.0170
9	10	0.1660
10	11	0.0650
11	12	0.1570
12	13	0.1905
13	14	0.1690
14	15	0.1690
15	16	0.0605
	Total	1.9400

SURVEY NO.67

1	1	0.0920
2	2	0.0360
3	3	0.9700
4	4	0.0200
5	5	0.0600
6	6	0.1220
7	7	0.0620
8	8	0.0600
9	9	0.1070
10	10	0.0570

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Sl. No.	Survey No.	Extent in Hectors
11	11	0.0695
12	12	0.0280
13	13	0.0920
14	14	0.1040
15	15	0.0915
16	16	0.0420
17	17	0.0400
18	18	0.2500
19	19	0.0200
20	20	0.0400
21	21	0.2160
22	22	0.0040
23	23	0.0985
24	24	0.0710
25	25	0.0220
26	26	0.0785
27	27	0.0260
28	28	0.0020
	Total	2.8810

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Sl. No.	Survey No.	Extent in Hectors
SURVEY NO.68		
1	1	0.2050
2	2	0.0365
3	3	0.0500
4	4	0.0450
5	5	0.1310
6	6	0.0660
7	7	0.0575
8	8	0.1010
9	9	0.3190
10	10	0.4270
11	11	0.0360
12	12	0.9320
13	13	0.9000
14	14	0.0385
15	16	0.0142
16	17	0.0181
17	18	0.0265
18	19	0.0232
19	20	0.0690

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Sl. No.	Survey No.	Extent in Hectors
20	21	0.0195
21	22	0.0330
22	23	0.0195
23	24	0.0075
24	25	0.0265
25	26	0.0370
26	27	0.0505
27	28	0.0600
28	29	0.0555
29	30	0.0950
30	31	0.0570
31	32	0.0295
32	33	0.0290
33	34	0.0400
34	35	0.0120
35	36	0.0065
36	37	0.0063
37	38	0.0022
38	39	0.0080
39	40	0.0025

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Sl. No.	Survey No.	Extent in Hectors
40	41	0.0085
41	42	0.0045
42	43	0.0110
	Total	4.1165
SURVEY NO.69		
1	1	0.5300
2	2	0.2620
3	3	0.0270
4	4	0.1405
5	5	0.0200
6	6	0.0260
7	7	0.1440
8	8	0.0540
9	9	0.1050
10	10	0.2420
11	11	0.0500
12	12	0.0500
13	13	0.0645
14	14	0.0465
15	15	0.0860

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Sl. No.	Survey No.	Extent in Hectors
16	16	0.0360
17	17	0.1100
18	18	0.0740
19	19	0.0775
	Total	2.1450
SURVEY NO.70		
1	1	0.2345
2	2	0.0640
3	3	0.0630
4	4	0.4350
5	5	0.4580
6	6	0.5580
7	7	0.2200
8	8	0.0540
9	9	0.1940
10	10	0.2135
11	11	0.0250
12	12	0.0490
13	13	0.0180
14	14	0.0130
	Total	2.5990

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Sl. No.	Survey No.	Extent in Hectors
SURVEY NO.71		
1	1	0.1010
2	2	0.3440
3	3	0.0855
4	4	0.0480
5	5	0.0760
6	6	0.1520
7	7	0.0440
8	8	0.0560
9	9	0.1820
10	10	0.0640
11	11	0.1595
12	12	0.2120
13	13	0.0560
14	14	0.0900
15	15	0.0200
16	16	0.1010
17	17	0.0425
18	18	0.0175
19	19	0.0355

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Sl. No.	Survey No.	Extent in Hectors
20	20	0.0430
21	21	0.0990
22	22	0.1070
23	23	0.0985
24	24	0.0500
25	25	0.1040
	Total	2.3880

SURVEY NO.72

1	1	0.1525
2	2	0.1190
3	3	0.0545
4	4	0.7180
5	5	0.1260
6	6	0.1275
7	7	0.0685
8	8	0.1340
9	9	0.1690
10	10	0.1430
11	11	0.1250
12	12	0.1090

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Sl. No.	Survey No.	Extent in Hectors
13	13	0.1140
14	15	0.0880
15	16	0.0935
16	17	0.0640
17	18	0.0900
18	19	0.0720
19	20	0.2570
20	21	0.0300
21	22	0.0587
22	23	0.0278
23	24	0.0405
24	25	0.0445
	Total	3.0260

SURVEY NO.73

1	1	0.1862
2	2	0.0120
3	3	0.0180
4	4	0.0300
5	5	0.2000
6	6	0.0175

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Sl. No.	Survey No.	Extent in Hectors
7	7	0.0410
8	8	0.0827
9	9	0.0157
10	10	0.1080
11	11	0.0950
12	12	0.0510
13	13	0.0780
14	15	0.0340
15	16	0.0650
16	17	0.0065
17	18	0.0045
18	19	0.0313
19	20	0.0990
20	21	0.0330
21	22	0.0234
22	23	0.0583
23	24	0.0065
24	25	0.0300
25	26	0.0029
26	27	0.0810

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Sl. No.	Survey No.	Extent in Hectors
27	28	0.1365
28	29	0.0230
29	30	0.0260
30	31	0.1230
31	32	0.0440
32	33	0.0300
	Total	1.7930

SURVEY N0.74

1	1	0.3080
2	2	0.0600
3	3	0.1400
4	4	0.1584
5	5	0.3640
6	6	0.2780
7	7	0.1060
8	8	0.0540
9	9	0.0540
10	10	0.0520
11	11	0.2060
12	12	0.1550

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Sl. No.	Survey No.	Extent in Hectors
13	13	0.0302
14	14	0.0304
15	15	0.1540
16	16	0.0600
	Total	2.2100
SURVEY NO.101		
1	2 part	0.5600
2	4	0.2070
	Total	0.7670
SURVEY NO.103		
1	1	0.2400
2	15	0.0385
3	16	0.0585
	Total	0.3370
SURVEY NO.104		
1	1	0.2360
2	6	0.0820
3	7	0.1030
4	8	0.0645
5	9	0.0560

GOVERNOR OF KERALA,
acting through,
K.SURESHKUMAR, Secretary,
I.T. Department, Government of Kerala,
Thiruvananthapuram, Kerala 695 001.

SmartCity (Kochi) Infrastructure Pvt. Ltd.
acting through its authorized signatory
ABDULLATIF ALMULLA

Sl. No.	Survey No.	Extent in Hectors
6	13	0.0800
7	14	0.0460
8	15	0.0180
9	16	0.0045
10	17	0.0290
11	18	0.0250
12	19	0.0385
13	20	0.1670
14	21	0.0440
15	22	0.0440
16	23	0.0130
17	24	0.0195
18	25	0.0250
19	26	0.0380
20	27	0.0580
21	28	0.0550
22	29	0.0455
23	30	0.0710
24	31	0.0810
25	32	0.0340

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Sl. No.	Survey No.	Extent in Hectors
26	33	0.0290
27	34	0.0280
	Total	1.5345
SURVEY NO.105		
1	1	0.0410
2	2	0.0008
3	4	0.0230
4	5	0.0540
5	6	0.0390
6	7	0.4290
7	8	0.5305
8	9	0.1280
9	10	0.0420
10	11	0.0970
11	12	0.0865
12	13	0.1940
13	14	0.0250
14	15	0.0820
15	16	0.0400
16	17	0.0560

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Sl. No.	Survey No.	Extent in Hectors
17	18	0.0430
18	19	0.4290
19	20	0.0200
20	21	0.0915
21	22	0.1415
22	23	0.0155
	Total	2.6083

SURVEY NO.106

1	1	0.3330
2	2	0.0820
3	3	0.1335
4	4	0.7330
5	5	0.2340
6	6	0.0920
7	7	0.1150
8	8	0.2200
9	9	0.0795
10	10	0.0750
	Total	2.0970

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Sl. No.	Survey No.	Extent in Hectors
SURVEY NO.107		
1	1	0.4410
2	2	0.4880
3	3	0.1070
4	4	0.3280
5	5	0.4590
6	6	0.4350
7	7	0.1740
8	8	0.0290
9	9	0.0850
10	10	0.1090
11	11	0.0685
12	12	0.2550
13	13	0.1250
14	14 part	0.0680
15	15	0.0680
16	16	0.0570
17	17	0.0865
18	18	0.0315
19	19 part	0.0244

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Sl. No.	Survey No.	Extent in Hectors
20	20 part	0.0110
	Total	3.4499

SURVEY NO.108

1	1	0.1510
2	2	0.4440
3	3	0.2040
4	4	0.5140
5	5	0.0900
6	6 part	0.0080
7	7 part	0.1820
8	8 part	0.0042
9	14 part	0.0040
10	16 part	0.0362
11	19	0.2880
	Total	1.9254

SURVEY NO.109

1	1	0.0660
2	3 part	0.0200
3	4 part	0.0580
4	5 part	0.0756

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Sl. No.	Survey No.	Extent in Hectors
5	8 part	0.0080
6	9	0.0400
7	10	0.0240
8	11 part	1.3200
9	15 part	0.0040
10	16 part	0.0257
11	17 part	0.0540
12	18 part	0.0310
13	22 part	0.0085
14	23	1.2100
	Total	2.9448

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Sl. No.	Summary	
	Survey No.	Lease Hold land(Hectare)
1	62	1.9732
2	63	1.9400
3	67	2.8810
4	68	4.1165
5	69	2.1450
6	70	2.5990
7	71	2.3880
8	72	3.0260
9	73	1.7930
10	74	2.2100
11	101	0.7670
12	103	0.3370
13	104	1.5345
14	105	2.6083
15	106	2.0970
16	107	3.4499
17	108	1.9254
18	109	2.9448
	Total	40.7356
		100.65 Acres

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**SECOND SCHEDULE OF 10 ACRES PLUS 3.94 ACRES OF LAND IN
SURVEY NUMBER 570**

DISTRICT	ERANAKULAM
TALUK	KANAYANNOOR
BLOCK	9
VILLAGE	KAKKANAD
SURVEY NO	AREA IN (Ha)
570/1 Part	3.3348
570/2 Part	0.014
570/28 Part	2.2929
Total (Ha)	5.6417
	13.94 Acre

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SmartCity (Kochi) Infrastructure Pvt. Ltd.
acting through its authorized signatory
ABDULLATIF ALMULLA

IN WITNESS WHEREOF the parties hereto have set their hands to this Second Lease Deed on the day and year first above written along with a duplicate thereof.

Signed and Delivered by
GOVERNOR OF KERALA, acting through,
K.SURESH KUMAR, Secretary,
I.T. Department, Government of Kerala
Thiruvananthapuram, Kerala 695001

Witnesses:-

1. BINU PAZHOOR,
Chief Executive Officer, Infopark
2. K.KURIAN,
Senior Technical Adviser, Infopark

Signed and Delivered by
SmartCity (Kochi) Infrastructure Pvt Ltd.
acting through its authorized signatory
ABDULLATIF AL MULLA

Witnesses:-

1. ANIRUDHA DAMKEY
Director, SmartCity (Kochi) Infrastructure Pvt Ltd.
2. M.A.YUSUFF ALI
Managing Director, EMKE GROUP
PO. Box No: 4048, Abu Dhabi, UAE

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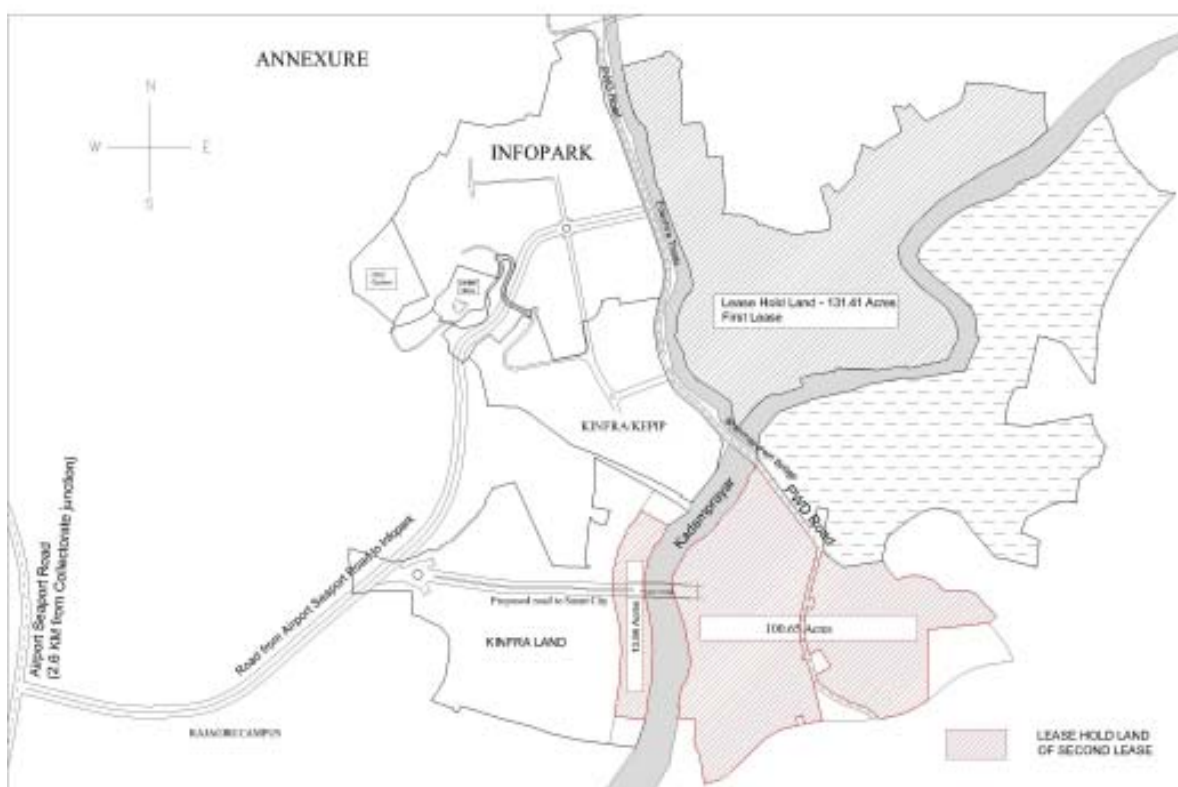
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GOVERNOR OF KERALA,
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ANNEXURE
LAYOUT PLAN OF LEASEHOLD LAND



GOVERNOR OF KERALA,
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