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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

S 002431



Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

28/12/13

[Signature]
Additional Registrar
of Assurances-III, Kolkata

B.S.
7/12/13
Additional Registrar of Assurances-III
Kolkata
23 DEC 2013
3-28/12/13

[Handwritten signature]
100 & Draft Pay by order

This Deed is entered into at Kolkata on this 18th day of December, 2013 between:



WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED, a government company incorporated under the Companies Act, 1956, having its office at 23, Abanindranath Thakur Sarani (Camac Street), Kolkata – 700 017, hereinafter referred to as the “Lessor” or “WBIDC” (which expression shall, unless it be repugnant to or inconsistent with the context, mean and include its executors, administrators, representatives, successors in office and permitted assigns) of the **FIRST PART;**

[Handwritten signature]



M. MUKHERJEE
Deputy General Manager (Legal)
West Bengal Industrial Development Corp. Ltd.
23, Abanindranath, Tagore Sarani, Kolkata-700017

Sold to.....
Address.....
Value.....
17 DEC 2013
L.S.V. High Court
Sujit Sarkar
High Court, A.G.

Partha Ghosh

50000/-
17

6250

For Bengal Aerotropolis Projects Limited

Partha Ghosh

Director.

6251

Meenakshi Mukherjee

M. MUKHERJEE

Deputy General Manager (Legal)

West Bengal Industrial Development Corpn. Ltd.
23, Abanindranagar, Tagore Garden, Kolkata-700017

Deputy General Manager (Legal)

West Bengal Industrial Development Corpn. Ltd.
23, Abanindranagar, Tagore Garden, Kolkata-700017



Identified by me

Sudhant Tripathy
Advocate High Court Calcutta

Additional Registrar of Companies

Kolkata

18 DEC 2013

AND

BENGAL AEROTROPOLIS PROJECTS LIMITED, a company registered under the Companies Act, 1956 having its registered office at 5, Gorky Terrace, 2nd Floor, Kolkata 700 017 in the state of West Bengal, hereinafter referred to as the "Lessee" or "BAPL" (which expression shall, unless it be repugnant to or inconsistent with the context, mean and include its executors, administrators, representatives, successors in office and assigns) of the **SECOND PART**.

WBIDC/ Lessor and BAPL/ Lessee are hereinafter individually referred to as "Party" and collectively as "Parties".

WHEREAS:

- A. The Lease Deed dated 13th September 2010 has been executed by and between the Parties in relation to the transfer of leasehold rights in 151.04 acres of land located at mouza Andal, District – Bardwan, West Bengal by WBIDC in favour of BAPL. The Lease Deed could not be registered within the time frame under the applicable laws due to unavoidable reasons and the Parties have therefore agreed to reproduce the same in the form of an annexure attached hereto as the **Schedule 1**.
- B. The Parties had executed the JVDA (as defined in the Lease Deed) pursuant to which the Lease Deed was executed. Subsequently, the Parties have executed the Second Addendum dated September 14, 2013 to the JVDA ("Second Addendum") to reflect certain revised commercial understanding in relation to the Project.
- C. The Parties intend to amend certain terms of the Lease Deed pursuant to the execution of Second Addendum and wish to record the terms and conditions for such amendment by virtue of this Addendum. This Addendum shall be supplemental to the Lease Deed and shall have an overriding and prevailing effect over the terms, conditions, rights and obligations recorded in the Lease Deed that are inconsistent to what has been stated in this Addendum. All other terms and conditions contained in the Lease Deed, which are neither contradictory nor inconsistent with the provisions of this Deed shall continue to subsist and prevail.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:


1. All the capitalized terms used herein but not defined shall have the same meaning ascribed to it under the Lease Deed.
2. All the references of "Phase I Project Land" in the Lease Deed shall stand substituted with the phrase "Project Land".


M. MUKHERJEE
 Deputy General Manager (Legal)
 West Bengal Industrial Development Corpn. Ltd.
 23, Abanindran Tagore Sarani, Kolkata-700017








Additional Registrar of Assurance - III

Kolkata

19 DEC 2013

3. The area of land mentioned in the definition of "Phase I Project Land" under Section 1 (Definition) of the Lease Deed shall stand modified to "1977.90 acres".
4. The area of land mentioned in the definition of "Defence Land" under Section 1 (Definition) of the Lease Deed shall stand modified to "155.31 acres".
5. The area of land mentioned in the definition of "Institutional Area" under Section 1 (Definition) of the Lease Deed shall stand modified from to "258.20 acres".
6. The area of land mentioned in the definition of "IT and Industrial Park" under Section 1 (Definition) of the Lease Deed shall stand modified to "493.42 acres".
7. The definition of "JVDA" under Section 1 (Definition) of the Lease Deed shall stand substituted by the following:

"JVDA" shall mean the Joint Venture Development Agreement dated 18th January 2008 and the addendum dated October 26, 2009 and the Second Addendum dated September 14, 2013 to such Joint Venture Development Agreement collectively;"

8. The area of land mentioned in the definition of "Rehabilitation & EWS Zone" under Section 1 (Definition) of the Lease Deed shall stand modified to "104.84 acres".
9. The area of land mentioned in the definition of "Township" under Section 1 (Definition) of the Lease Deed shall stand modified to "471.43 acres".
10. The following lines will be added after the word "Clause 8 herein" at Clause 2 at page 7..... which may be renewed for the like period of 99 years on the same terms and conditions and to such other terms and conditions as may be considered to be imposed and included in such renewal lease deed. The Lessee shall apply to the Lessor three months before the expiry of the present lease for the renewal of the Lease.
11. The first sentence of Clause 8 at Page 8 starting from the words "The lease of the Said Land" upto the words "which may be mutually agreed-upon by the Parties" will be modified to read as "The lease of the Said Land pursuant to this Lease Deed shall be for an initial term of 99 (Ninety Nine) years from the date of execution of this Lease Deed ("Initial Term"). The lease hereby granted may be renewed for the like period of 99 years on the same terms and conditions and on such other terms and conditions as may be considered to be imposed and included in such renewal lease deed. The Lessee shall apply to the Lessor three months before the expiry of the present lease for the renewal of the Lease.



12. The following paragraph shall stand added as Section 11(a)(vi) of the Lease Deed:

Mukherjee

M. MUKHERJEE
Deputy General Manager (Legal)
West Bengal Industrial Development Corpn. Ltd.
23, Chhatra Indira Tagore Sarani, Kolkata-700017



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Additional Registrar of Assurance - III
Kolkata
19 DEC 2013

[Faint, illegible text]

“Notwithstanding anything mentioned in the JVDA or in the lease deeds already executed by the Lessor in favour of the Lessee, the Lessee shall only have the right to assign its leasehold right over the Said Land to any third party, with prior permission in writing from WBIDC. However, such permission for transfer/assignment will be accorded by WBIDC based on the progress of the construction of the Airport.

Such request for prior permission / no objection from C&I Department/ WBIDC shall be made in the format prescribed under Schedule 1(A) of Second Addendum. However, the deemed approval provision in Section 3.2.2(vi) of the addendum dated October 26, 2009 to the Joint Venture Development Agreement dated January 18, 2008 shall remain.

The Lessee shall apply to the Lessor in the prescribed format as in Schedule 1(A) of the Second Addendum along with payment of applicable fees and also furnishing full details of the land proposed to be assigned. On satisfaction of the payment received, and on satisfaction that the Land Use Plan has been adhered to, the Lessor shall give No Objection as per prescribed format in Schedule 1(B) of the Second Addendum within 90 (ninety) days from the date of receipt of written request. In the event, that the no-objection is not provided by the Lessor within 90 (ninety) days from the date of receipt of written request, the same shall be deemed to have been granted.

The Lessee shall furnish monthly statements to the Lessor containing particulars of the assignments of any part of the Said Land. Such report for the preceding month should be submitted within the first week of the following month.

There will be no charge on the first allotment by the Lessee for approved uses, for industrial, institutional and residential purposes, only an administrative fee of 1% of prevailing market value to be levied and collected by the Lessor.

In case of Township and Institutional Area lands/plots/units/apartments, there would be no transfer fee on the first transfer until 30th September 2015 and only an administrative fee of 1% of market value is to be levied. However, after this date, all subsequent transfers to attract a transfer fee of 5% of market value.

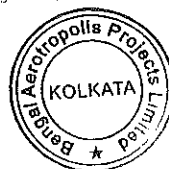
In case of IT & Industrial Park land, the transfer fee would be 10% of the prevailing market value on all transfers after the first allotment by the Lessee.”

13. The words “**and under the JVDA**” shall stand inserted in Section 11(d) of the Lease Deed after the words “restrictions imposed herein” but before the closure of the bracket.

14. The following paragraphs shall stand added as clauses (k), (l), (m), (n) and (o) of Section 13 of the Lease Deed:


M. Anand Kumar

M. ANAND KUMAR
Deputy General Manager (Legal)
West Bengal Industrial Development Corp. Ltd.
23, Abanindranath Tagore Sarani, Kolkata-700017

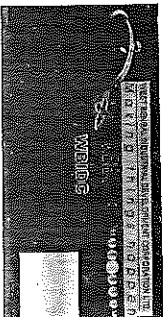


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Additional Registrar of Assurance. (ii)
Kolkata
19 DEC 2019

- “(k) it shall complete the Airport and commence the commercial operations thereof by December 31, 2014.
- (l) it will operate and run the Airport for at least fifteen (15) years post the successful completion of the Airport.
- (m) it shall allot twenty per cent (20%) of the land for Industry/ IT/ ITES in consultation with the Lessor.
- (n) it would undertake the selection of beneficiary for land earmarked for Rehabilitation and EWS in consultation with the Lessor and the district authorities.
- (o) The Lessee shall implement the entire Project in accordance with the Project Plan (as set out in the Second Addendum), Land Use Plan (as set out in the Second Addendum) and within time schedule as detailed in the JVDA.”
15. Clauses (a) and (b) of Section 18.2(i) of the Lease Deed shall stand substituted with the following:
- “BAPL fails to complete the Airport and commence the commercial operations on or before December 31, 2014. (“Schedule Period”)”
16. The following shall stand added as Section 18.2(iv) of the Lease Deed:
- “BAPL fails to run and operate the Airport for at least fifteen (15) years from successful completion of the Airport.”
17. The following shall stand added as clause (e) of Section 18.3.1(iii) of the Lease Deed:
- “(e) Consequences of BAPL Event of Default mentioned under Section 18.2(iv)
- The consequences of default to be the same as in Section 18.2(i) of the Lease Deed.”
18. The terms and conditions of this Deed of Variation shall be considered as terms of lease and shall guide the Parties with respect to the lease of Said Land.
19. This Deed of Variation along with the Lease Deed are being registered simultaneously.
20. The Lease Deed along with this Deed of Variation shall be construed as a single Deed and shall be binding, effective and governing on the Parties as if it is part of the Lease Deed.



M. Mukherjee

M. MUKHERJEE
Deputy General Manager (Legal)
West Bengal Industrial Development Corp. Ltd.
23, Abanindran, Tagore Sarani, Kolkata-700017



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Additional Registrar of Assurance - III
Kolkata

19 DEC 2018

21. The Parties shall ensure that the registration of this Deed of Variation is completed in accordance with the extant laws of the State of West Bengal.
22. Subject to the terms of this Deed of Variation, all other provisions of the Lease Deed shall apply *mutatis mutandis*.

IN WITNESS WHEREOF the Parties have executed and delivered this Deed of Variation by their duly authorized representative on the date first above written:

SIGNED ON BEHALF OF WBIDC	SIGNED ON BEHALF OF BAPL
<p>by the hand of its authorized representative <i>Meeunakshi Mukherjee</i> M. MUKHERJEE Deputy General Manager (Legal) West Bengal Industrial Development Corpn. Ltd. 23, Abanindranath Tagore Sarani, Kolkata-700017</p> <p>(Signature)</p>	<p>by the hand of its authorized representative For Bengal Aerotropolis Projects Limited <i>Partha Ghosh</i> Director.</p> <p>(Signature)</p>
<p>In the presence of: <i>Sujit Adhikari</i> WBIDC, 23, Abanindranath Tagore Sarani KOL - 700017.</p>	<p>In the presence of: <i>Soumen Jana</i> 5 Ganga Terrace Kolkata - 700017</p>



Prepared as per Govt Proforma.
Suchanil Bose.
Advocate High Court Calcutta



Additional Registrar of Assurances - III
Kolkata

19 DEC 2019
19 DEC 2019



Government Of West Bengal
Office Of the A.R.A. - III KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 05718 of 2013
(Serial No. 16554 of 2013 and Query No. 1903L000026351 of 2013)

On 19/12/2013

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

Presented for registration at 15.35 hrs on :19/12/2013, at the Private residence by Partha Ghosh ,Claimant.

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

Execution is admitted on 19/12/2013 by

1. Meenakshi Mukherjee
Deputy Gen. Manager(Legal), West Bengal Industrial Development Corporation Limited, 23, Abanindranath Tagore Sarani, Kolkata, District:-, WEST BENGAL, India, Pin :-700017.
, By Profession : Others
2. Partha Ghosh
Director, Bengal Aerotropolis Projects Limited, 5, Gorky Terrace, Kolkata, District:-, WEST BENGAL, India, Pin :-700017.
, By Profession : Others
Identified By Indranil Bose, son of . , High Court Cal, District:-, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

On 20/12/2013

Registration Fees paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Registration Fees Rs. 14,85,149/- paid online on 19/12/2013 10:46AM with Govt. Ref. No. 192013140005650571 on 19/12/2013 10:22AM, Bank: Punjab National Bank, Bank Ref. No. 23285056 on 19/12/2013 10:46AM, Head of Account: 0030-03-104-001-16, Query No:1903L000026351/2013


Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.- /-Lease Period 99 Years Advance/Premium Rs 13,48,20,655/- Average annual Rent Rs 92,085/-

Certified that the required stamp duty of this document is Rs.- 8103082 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Stamp Duty paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Stamp duty Rs. 81,03,082/- paid online on 19/12/2013 10:46AM with Govt. Ref. No. 192013140005650571 on 19/12/2013 10:22AM, Bank: Punjab National Bank, Bank Ref. No. 23285056 on 19/12/2013 10:46AM, Head of Account: 0030-02-103-003-02, Query No:1903L000026351/2013

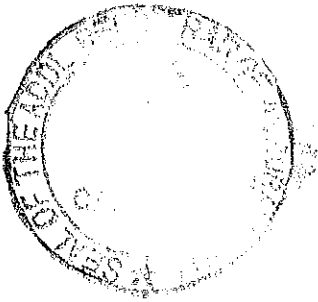

Additional Registrar of Assurance - III
Kolkata

23 DEC 2013
(Sanatan Maity)

ADDITIONAL REGISTRAR OF ASSURANCE-III

23/12/2013 14:37:00

EndorsementPage 1 of 2





Government Of West Bengal
Office Of the A.R.A. - III KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 05718 of 2013
(Serial No. 16554 of 2013 and Query No. 1903L000026351 of 2013)


(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

On 23/12/2013

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A,
Article number : 35, 4, 5 of Indian Stamp Act 1899.

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III


Additional Registrar of Assurances
Kolkata

23 DEC 2013
(Sanatan Maity)

ADDITIONAL REGISTRAR OF ASSURANCE-III

23/12/2013 14:37:00

EndorsementPage 2 of 2



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

GRN: 19-201314-000565057-1

Payment Mode Online Payment

GRN Date: 19/12/2013 10:22:58

Bank: Punjab National Bank

BRN: 23285056

BRN Date: 19/12/2013 10:46:19

DEPOSITOR'S DETAILS

Id No. : 1903L000026351/9/2013

[Query No./Query Year]

Name : Bengal Aerotropolis Projects Limited

Contact No. : Mobile No. : +91 9831422525

E-mail : akhilgupta7@hotmail.com

Address : 5 Gorky Terrace
Kolkata 700017

Applicant Name : Bengal Aerotropolis Projects Limited

Office Name : A.R.A. - III KOLKATA, Kolkata

Office Address :

Status of Depositor : Others

Purpose of payment / Remarks : Requisition Form Filled in Registration Office

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	1903L000026351/9/2013	Property Registration- Stamp duty	0030-02-103-003-02	8103082
2	1903L000026351/9/2013	Property Registration- Registration Fees	0030-03-104-001-16	1485149

Total

9588231

In Words : Rupees, Ninely Five Lakh Eighty Eight Thousand Two Hundred Thirty One only

पंजाब नैशनल बैंक
...भरोसे का साथी...



punjab national bank
...the name you can BANK upon!

West Bengal Vat Online Payment

19/12/2013 10:46:19 AM

Account Details

Govt. Ref ID. 192013140005650571
Debit Account No. 0573002200000047
Transaction ID. 23285056
Amount. 9588231
Status. Completed Successfully
Branch Name. 5,Sansad Marg
Payment Date
and Time. 19/12/2013 10:46:19 AM

[Click Here to go to West Bengal Site](#)

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Policy](#)





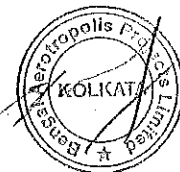
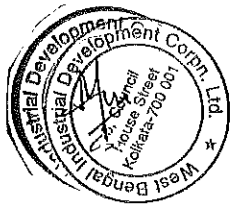
पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

E 960590

THIS INDENTURE OF LEASE ("LEASE DEED") MADE THIS 13th day of September
 Two Thousand and Ten at Kolkata

BETWEEN

WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED, a
 government company incorporated under the Companies Act, 1956, having its office at 5,
 Council House Street, Kolkata 700 001, hereinafter referred to as the "Lessor" or "WBIDC"
 (which expression shall, unless excluded by or repugnant to the context be deemed to mean
 and include its executors, administrators, representatives, successors in office and permitted
 assigns) of the FIRST PART;



5458

13 SEP 2010

Sl. No. DATE
NAME
ADD. 5002
AMT.

Bengal Aeropolis Projects Ltd.
8, Gorky Terrace, Kolkata

Mousumi Ghosh
MOUSUMI GHOSH
LICENSED STAMP VENDOR
KOLKATA REGISTRATION OFFICE



Additional Registrar of Assurances - III

AND

BENGAL AEROTROPOLIS PROJECTS LIMITED, a company registered under the Companies Act, 1956 having its registered office at 5, Gorky Terrace, 2nd Floor, Kolkata 700 017 in the state of West Bengal hereinafter referred to as the “**Lessee**” or “**BAPL**” (which expression shall, unless it be repugnant to or inconsistent with the context, mean and include its executors, administrators, representatives, successors in office and assigns) of the **SECOND PART**.

WBIDC and BAPL are hereinafter individually referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS:

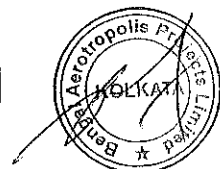
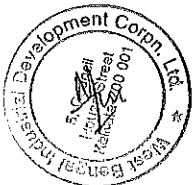
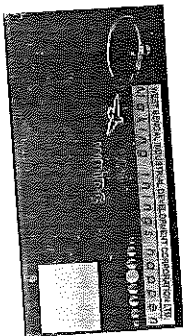
The Lessor is the authorised agency of the GoWB (as hereinafter defined) for promoting industrial development in the state of West Bengal. The Lessor, has clear title on and possession over a piece of land admeasuring more or less 151.04 acres more particularly described in the annexed schedule-I in the mouzas of, Andal The Lessor has decided in the best interest for the expeditious execution of the Project to lease the Said Land in favour of the Lessee and the Parties are now entering into this Lease Deed to record the transfer of the Said Land by the Lessor in favour of the Lessee by way of a lease for a period of ninety nine (99) years.

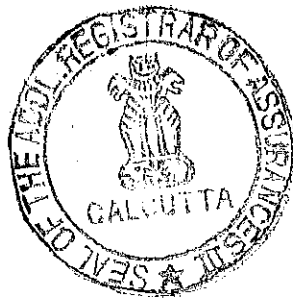
NOW THIS INDENTURE WITNESSETH that in consideration of the payment already made to the Lessor by the Lessee of the Lease Premium, the sufficiency and adequacy of which the Lessor hereby acknowledges, and in pursuance of the terms and conditions contained in the JVDA and the terms and conditions recorded herein the Parties agree as follows:

1. Definitions:

In these presents, in addition to the terms defined in the recitals and text of the Lease Deed, unless the context otherwise requires, the following expressions shall have the following meanings:

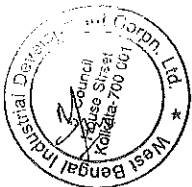
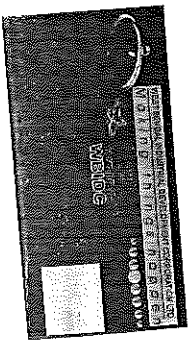
<p>“Airport”</p>	<p>Shall mean the airport which is planned in accordance with Aerodrome Reference Code 4C. It will have an initial runway of approximately 2,800 meters extendable to 3315 meters in future to cater to larger aircraft as and when the need arises. The development of the airport will be in phases, which shall be determined on the basis of demand ascertained and</p>
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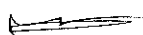


Additional Registrar of Assurances
Kolkata
19 DEC 2013

	development of each such phase shall be in adherence of applicable technical parameters. The airport shall be developed over an approximate area of 650 acres;
"Airport Land"	Shall mean such parts and parcels of the Said Land on which the Airport is being developed by the Lessee;
"Approvals"	Shall mean the consents, licenses, statutory approvals, filings or registrations, permits, sanctions, authorizations, exemptions or waivers of any nature which is required to be obtained under the applicable laws from any Government Authority or any other authority for implementation of the Project or for acquisition/procurement of the Phase I Project Land;
"BAPL Events of Default"	Shall mean the events enumerated in clause 18.2 of this Lease Deed;
"Balance Land"	Shall mean such parts and parcels of the Said Land (other than those forming part of the Airport Land;
"Boundary Adjustment"	shall mean the reduction in the area of the Phase I Project Land in accordance with the minutes of the meeting chaired by the Chief Secretary, Government of West Bengal held on April 08, 2009 in the Chief Minister's conference room regarding assessment of the impact of the Project on coal bearing areas;
"Business Days"	Shall mean the day, comprising of normal working hours, on which scheduled banks conduct business operations in Kolkata, India;
"Cure Period"	Shall mean the period of ninety days or such extended period as may be mutually agreed by the Parties in accordance with clause 18.3.1 herein;
"Constructions"	Shall have the meaning ascribed to the term in clause 6 herein;

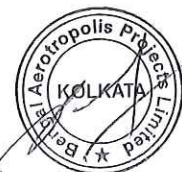





Additional Registrar of Assurance - II,
Kolkata.

19 DEC 2013

“Defence Land”	Shall mean a parcel of 164.59 acres of land on which an abandoned pebble-concrete airstrip is situated, is contiguous with the Phase I Project Land;
“Default Notice”	Shall mean the notice given on the happening of a WBIDC Event of Default or BAPL Event of Default;
“Effective Date”	Shall mean the date of execution of this Lease Deed;
“Force Majeure Event”	Shall mean and include acts of nature, forces, insurrections, civil disturbances, flood, fire, storms, explosions, Acts of God, or war;
“GoWB”	shall mean The Government of West Bengal;
“Governmental Authority”	shall mean any governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, court or other juridical or administrative body, central, state or provincial or local authority having jurisdiction over the matter(s) in question;
“Governmental Authorization”	Shall mean all authorizations, consents, decrees, permits, waivers, privileges, approvals from and filings with any Governmental Authority necessary for implementation and operation of the Project in accordance with the Project Plan and Project agreements, and include Approvals;
“Initial Term”	shall have the meaning ascribed to it in clause 8 herein;
“Institutional Area”	Shall mean the institutional area which shall comprise centres for commerce and retail, hotels, infrastructure for education and health care, theme park, community centre as well as other social infrastructure and which shall be developed over an approximate area of

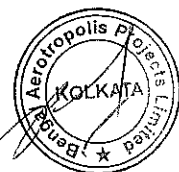




Additional Registrar of Assurance - III
Kolkata

19 DEC 2013

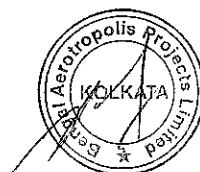
	450 acres;
"IT & Industrial Park"	Shall mean the industrial park which shall comprise integrated facilities for modern industries, standard design factories and office complex, logistic hub and an information technology park and which shall be developed over an approximate area of 550 acres;
"JVDA"	shall mean the joint venture development agreement dated 18 th January 2008 and the addendum dated October 26, 2009 to such joint venture development agreement collectively;
"Lease Rent"	shall have the meaning ascribed to it in clause 4 herein;
"Land Use and Development Control Plan"	Shall have the meaning ascribed to it in the West Bengal Town and Country (Planning and Development) Act, 1979;
"Lease Premium"	Shall mean a sum of of Rs 13,48,20,655/- paid by BAPL towards lease premium for the Said Land (which includes the cost of procurement / acquisition of the Said Land by WBIDC including administrative and incidental costs, interests costs incurred by WBIDC on account of loans taken for procurement of the Said Land and also payments made to bargadars), the payment of which is acknowledged as having been received by WBIDC under this Lease Deed;
"Land Laws"	Shall mean the West Bengal Land Reforms Act, 1955, West Bengal Estate Acquisition Act, 1953, Urban Land (Ceiling and Regulation) Act, 1976, West Bengal Town and Country (Planning and Development) Act, 1979 and rules framed under such enactments and shall include all other laws as may be relevant in connection with acquisition, transfer and use of land for the Project;



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"Material Breach"	Shall mean a breach of the obligations, terms and conditions of the JVDA or covenants by a Party, which materially and substantially affects the performance of the transaction contemplated by the JVDA and which has a Material Adverse Effect;
"Material Adverse Effect"	Shall mean circumstances which may or do (i) render any right vested in a Party by the terms of the JVDA ineffective or (ii) adversely affect or restrict or frustrate the ability of any Party to observe and perform in a timely manner its obligations under the JVDA or the legality, validity, binding nature or enforceability of the JVDA;
"Outgoings"	Shall have the meaning ascribed to the term in clause 12 herein;
"Phase I Project Land"	shall mean the parcels of the land identified for the purposes of acquisition by WBIDC and admeasuring approximately 2300 acres, post the Boundary Adjustment and which includes the Defence Land;
"Project Plan"	Shall mean the project plan for the Project duly approved by WBIDC/ Assansol Durgapur Development Authority;
"Project"	Shall mean the proposed aerotropolis project comprising inter alia: <ul style="list-style-type: none"> (a) An Airport; (b) An IT & Industrial Park; (c) An Institutional Area; (d) A Township; and (e) A Rehabilitation & EWS Zone;
"Persons"	Shall mean any individual, sole proprietorship, unincorporated association, unincorporated organization, body corporate, corporation, company, partnership, limited liability company,

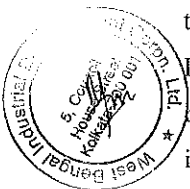


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	joint venture, government authority or trust or any other entity or organization;
“Rehabilitation & EWS Zone”	Shall mean an area of approximately 100 acres would be earmarked for ‘land for land’ rehabilitation of the land owners and those belonging to economically weaker section;
“Realised Amount”	Shall have the meaning ascribed to it in clause 18.3.1 (iii) (c) of this Lease Deed;
“Said Land”	Shall mean all that piece or parcel of land admeasuring 151.04 Acres (apprx.) comprised within Mouzas, Andal more particularly described in Schedule I and delineated in the maps annexed hereto;
“Schedule Period”	Shall have the meaning ascribed to it in clause 18.2 of this Lease Deed;
“Township”	Shall mean the township which will comprise residential units as well as housing for all income groups and which is to be developed over an approximate area of 550 acres;
“Value of the Airport”	Shall have the meaning ascribed to it in clause 18.3. 1 (iii) (c) of this Lease Deed;
“WBLR Act”	shall mean the West Bengal Land Reforms Act, 1955;
“WBIDC Events of Default”	Shall mean the events enumerated in clause 18.1 of this Lease Deed.

2. The Lessor hereby demises and grants unto the Lessee free from all encumbrances, encroachments, claims and demands, vacant and peaceful possession of all that piece or parcel of the Said Land which has been more particularly described in Schedule I hereto and delineated in the maps annexed hereto, for a period of 99 years from the Effective Date with the option of renewal in terms of clause 8 herein , together with all ways, paths, passages, lights, drains, sewers, water courses, easements, rights, advantages, and appurtenances, hereditaments, whatsoever and howsoever to the Said Land belonging or therewith held or enjoyed AND TOGETHER ALSO with a right and authority for the Lessee to construct, build, and develop upon the Said Land, the Project and all other related facilities and/or for carrying out all other acts, deeds and activities that are incidental or ancillary to the Project as per the Project Plan and/or to the development,





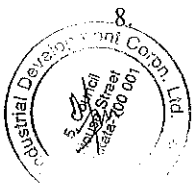
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management and operation of the same, and for such other purposes as are permitted under this Lease Deed.

3. The Lessee shall carry out the terms embodied in this lease and will continue to be bound thereby.
4. The Lessee shall pay the lease rent ("**Lease Rent**") at the rate of Rs. 500/- (Rupees Five Hundred only) per acre per year for the Said Land held by it to the Lessor within first 3 calendar months of the year for which such lease rent is payable. In case of delay or default on the part of the Lessee in payment of the Lease Rent payable, the Lessee shall be liable to pay without prejudice to the other rights of the Lessor, interest @6.25% per annum on the amount of the Lease Rent in arrear till the date of payment. The period of a year referred to above will comprise twelve months to be reckoned from the Effective Date and every successive twelve month periods thereafter.
5. The Lessee shall utilize or cause the Said Land to be utilized for purpose of development of the Project in consonance with the Project Plan.
6. The Lessee shall at all times have the right to and be at liberty to construct, erect, build, renovate, improve, repair, alter upon the Said Land and create, construct or install any structure or structures standing thereon or cause to be constructed hereafter and the works carried out therein and carry out any modifications thereto ("**Constructions**") for the purpose of development of the Project. The ownership and possession of all such Constructions over the Said Land shall remain vested solely with the Lessee and the Lessee shall have the right to deal with the same in any manner it deems fit including transfer, assignment or creation of encumbrances in any form. The Lessor acknowledges that it shall have no rights in relation to the Constructions or any part thereof, save as provided in clause 18 herein.
7. All liability for personal injury and/or loss to third parties caused by the activities of the Lessee on the Said Land shall be the responsibility at all times of the Lessee and the Lessor shall have no liability whatsoever in this regard. The Lessee agrees to indemnify and keep indemnified the Lessor from all action, losses, claims, damages or any other like nature that the Lessor may suffer from claims filed against the Lessor by such third parties arising out of personal injury and loss caused to such third party due to the activities related to implementation of the Project by the Lessee on the Said Land.

8. The lease of the Said Land pursuant to this Lease Deed shall be for an initial term of 99 (Ninety Nine) years from the date of execution of this Lease Deed ("**Initial Term**"). On the expiration of the aforesaid period of ninety-nine years the Lessee shall have an option of automatic renewal of this lease for further term of ninety-nine years on the same terms and conditions as those contained in this Lease Deed for the Initial Term save and except



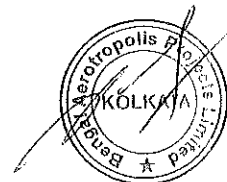
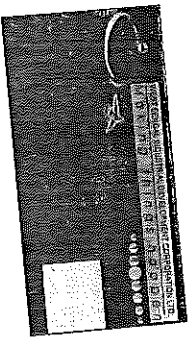



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the lease rent which may be mutually agreed upon by the Parties. No further lease premium shall be payable on such renewal of the lease. During the Initial Term or at any time thereafter, if the prevailing law at the time permits, the Said Land shall be converted from leasehold land to freehold land and the same shall be vested by the Lessor with the Lessee on a freehold basis on such terms and conditions as may be agreed between the parties and the Lessor shall do all necessary acts for conveying such title in favour of the Lessee.

9. The Lessor acknowledges the receipt of Lease Premium of a sum of. Rs. 13,48,20,655/- already paid to the Lessor by the Lessee as consideration for the Lessor leasing the Said Land in favour of the Lessee. In addition to the Lease Premium already paid in relation to the Said Land, the Parties hereby agree that in the event that the cost of acquisition of the Said Land or any part thereof by the Lessor increases due to any final order of a court of competent jurisdiction, which is not challenged further on mutual agreement between the Parties, then such increased cost of acquisition of the Said Land or any part thereof, as the case may be, shall be reimbursed by the Lessee to the Lessor and shall be considered to be lease premium paid for the Said Land in terms of section 3.6.2 of the JVDA.
10. All money payable by the Lessee to the Lessor under this Lease Deed shall, apart from other remedies, be realizable as a public demand under the Bengal Public Demands Recovery Act, 1913 or any statutory modification thereof for the time being in force.
11. (a) The Lessee shall be entitled to:
- (i) transfer, assign and/or novate and create any other third party rights over the Said Land or any part thereof;
- Provided however, that the Airport Land shall not be assigned and novated by the Lessee to any third party or assignees until the Lessee constructs the Airport (or any essential part thereof) and obtains the required clearances for commercial operation of the Airport. However, during the period aforesaid, the Lessee may make such assignment and novation only with the prior written consent of the Lessor.
- (ii) deal with the Said Land (subject to adherence to the Project Plan) in any manner whatsoever deemed fit by the Lessee;
- (iii) transfer any development rights over the Said Land or any part thereof in favour of any other Person subject to the condition that the Lessor shall be immediately kept posted with such transfer in the manner specified






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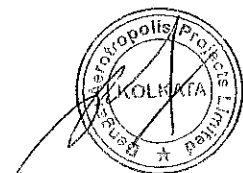
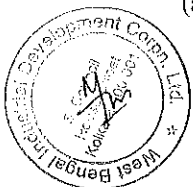
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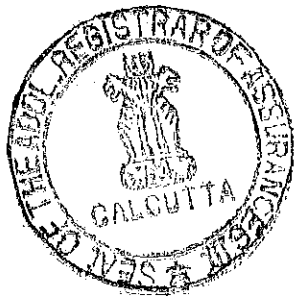
- (iv) transfer through assignment any and all its rights and obligations under this Lease Deed in favour of any other Person(s).
- (v) mortgage or create any other lien over the Said Land and / or the developed / undeveloped Project Units or any parts thereof, in favour of any financial institutions and/or banks and/or any other Persons; and
- (b) The Lessor hereby agrees that in the event that any no-objection/permission is required to be given by the Lessor to the Lessee or its assignees for effectual transfer and assignment of the Said Land, then the Lessor, on receipt of written request from Lessee or its assignee, as the case may be, shall grant such no-objection/permission. In the event that the same is not given by the Lessor within 90 (ninety) days from the date of receipt of written request, the same shall be deemed to have been granted, save and except the permission required to be given by the Lessor, with respect to the Airport Land under clause 11 (a) (i) above.
- (c) All the rights of the Lessee under this Lease Deed (including the rights as aforesaid) shall inure to the assignees and transferees of the Lessee as also to any other Person who may finally develop the Project.
- (d) The rights granted under this Lease Deed shall be absolute and unconditional (subject to the terms and conditions of use and other restrictions imposed herein) and exercise of any of such rights or any action taken pursuant thereto by the Lessee or any other Person referred to above, shall not require any consent or action on the part of the Lessor. It being clarified that in the event that an action on part of the Lessor is a requirement of law, the Lessor shall forthwith take all such actions and grant all assistance for giving effect to any of the rights granted under this Lease Deed.

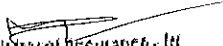
12. The Lessee shall pay and discharge all applicable taxes, land revenues assessment, duties and cess ("Outgoings"), payable to the GoWB in relation to the Said Land, save and except Outgoings and other amounts payable in respect of the Said Land accruing or assessed or relating to any period prior to the Effective Date. The Outgoings paid to the relevant department of the GoWB may be recovered by the Lessee from such other Persons who may subsequently have interest in or merely allowed use of the Said Land or any part thereof, including but not limited to assignees and other end-users.

13. The Lessee covenants that:

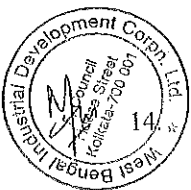
- (a) it shall regularly pay the Lease Rent to the Lessor as provided under this Lease Deed and shall observe, abide by and fulfill its obligations and covenants set forth herein.



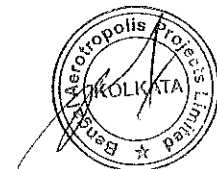



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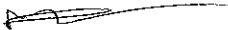
- (b) it shall apply to get its name duly registered with the Block Land and Land Reforms Officer as a Lessee of the Said Land after obtaining possession of the Said Land.
- (c) it shall clearly maintain the demarcation of the Said Land to the satisfaction of the District Land and Land Reforms Officer.
- (d) it shall develop the Said Land in such a way that the natural drainage and the ecological balance in the area are not disturbed in any way. The Lessee shall construct drainage and sewerage facilities on the Said Land in accordance with and in conformity with the overall master plan of drainage of the entire area inclusive of surrounding villages prepared by the appropriate authorities.
- (e) it shall obtain all permissions, sanctions and clearances as may be required for setting up of the Project and related facilities (save and except and subject to the clearances, Approvals and waivers to be obtained and/or facilitated by the Lessor in relation to the Project in terms of the JVDA). The Lessor shall facilitate the Lessee in obtaining all such permissions, Approvals, sanctions and clearances. The Lessor shall sign and/or counter sign and give consents and approvals as may be required by the Lessee in relation to the afore-mentioned.
- (f) it shall apply and obtain sanction of the building plans for the proposed Project and related facilities upon the Said Land (with the facilitation of WBIDC as per the JVDA) from the Governmental Authority concerned at its costs and expenses.
- (g) the constructions in relation to the Project and related facilities on the Said Land shall be strictly in accordance with the plans sanctioned by the respective Governmental Authorities and shall be as per applicable laws.
- (h) all costs and expenses relating to the sanction of the building plans for the Project and related facilities and preparation and registration of documents of Lease Deed shall be paid and borne by the Lessee.
- (i) it shall not use or permit any other Person to use the Said Land or any part thereof for a purpose other than in accordance with the Project Plan.
- (j) it shall not use nor permit any other Person to use the Said Land or any share or portion thereof for any immoral, illegal or unsocial purposes or in any manner so as to become a source of danger to the public peace or public safety.



The Lessor represents and warrants:



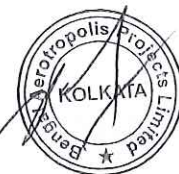



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- (a) It has good, clear and valid title to the Said Land, and has full power and authority to enter into and give effect to the provisions of this Lease Deed.
- (b) That the parcels of Said Land are contiguous and clearly demarcated by pillars, so as to ensure implementation of the Project successfully.
- (c) The Said Land is free from all encumbrances and encroachments.
- (d) It has obtained all approvals and clearances as may be required under existing Laws for acquiring and holding the Said Land and transferring the leasehold interest in the Said Land to the Lessee.
- (e) Such exemptions, permissions and Approvals mentioned in this clause inures to the Lessee as also to any other Person who may finally develop the Project as well as to the transferees and assignees of the leasehold interest of the Lessee over the Said Land and other end-users of the Said Land.

15. The Lessor covenants that:

- (a) Simultaneous with the execution of this Lease Deed, it will hand over quite, vacant and peaceful possession of the Said Land free from all encumbrances, encroachments of whatsoever nature to the Lessee.
- (b) It shall obtain mutation, thereby being recorded as the raiyat in the record of rights maintained by the GoWB, in respect of the Said Land within 60 days from the Effective Date.
- (c) It shall facilitate the waiver of ceiling limits for the Lessee, if applicable under the relevant Land Laws and/or obtain all permissions as may be required to enable the Lessee to hold, use and create encumbrances in the Said land or any part thereof, in excess of the ceiling area under the relevant Land Laws.
- (d) It shall within 90 days from the Effective Date obtain approval for change in character or use of the Said Land under the Land Laws, including but not limited to the WBLR Act to enable the Lessee to hold and to use the Said Land for the purpose contemplated under the JVDA and shall comply with all the legal requirements in relation to the same.
- (e) It shall continue to comply with all the terms and conditions of grant of all such exemptions, permissions and Approvals mentioned in clause 14 and this clause 15 at all times.





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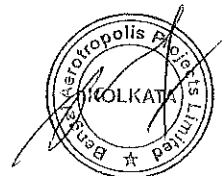
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- (f) It shall ensure that such exemptions, permissions and Approvals mentioned in this clause inures to the Lessee as also to any other Person who may finally develop the Project as well as to the transferees and assignees of the leasehold interest of the Lessee over the Said Land and other end-users of the Said Land.
- (g) It shall ensure that the Lessee is able to peacefully hold and enjoy the Said Land during the term without any interruption by the Lessor or any Person claiming under or in trust for it.
- (h) In the event that an action on part of the Lessor is required under applicable law or otherwise for the enjoyment by the Lessee of his rights granted under this Lease Deed, the Lessor shall forthwith take all such actions and grant all assistance for giving effect to the same.
- (i) The Lessor, during the subsistence of this Lease Deed, shall not create any encumbrances whatsoever in relation to the Said Land and shall not facilitate or allow the same to be done by any Person other than the Lessee or its assignee/transferee, as the case may be.
- (j) During the subsistence of this Lease Deed, it shall not take or cause any action or engage in any activities that will interfere with the construction, installation, ownership, operation, inspection, maintenance, repair and business of the Project by the Lessee.

However, the Lessor shall be under no obligation to perform its obligations under this clause 15 if the Lessee defaults in performance of any of its obligations towards implementation of the Project in accordance with the Project Plan in respect of the Said land.

16. The GoWB reserves to himself the right to all minerals on the Said Land together with such rights of way and other reasonable facilities, as it may have under law and as may be requisite for working, gathering and carrying away such minerals
17. All fossils, coins, articles of ancient value or antiques and/or remains of geological and/or archaeological value of interest if found and/or retrieved from any part of the Said land the same shall be absolute property of the GoWB and the Lessee shall ensure protection of the same until removal and/or retrieval by the GoWB. WBIDC shall be free to inspect the Said Land as and when required to assess the implementation of the Project as per Project Plan.

Events of Default and Termination





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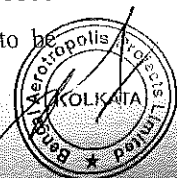
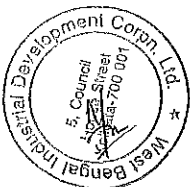
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18.1 The following events shall be construed as events of default on the part of WBIDC unless such an event has occurred as a consequence of a Force Majeure Event and WBIDC has made diligent efforts to the reasonable satisfaction of BAPL to avoid the Force Majeure Event and the effects thereof (“**WBIDC Events of Default**”):

- (i) WBIDC fails to create leasehold rights in favour of BAPL and handover possession free from all encumbrances of the Phase I Project Land to BAPL in accordance with the JVDA, but such delay or default shall not include any delay caused by injunctive or restraint court order;
- (ii) WBIDC is in/commits a Material Breach of the JVDA;
- (iii) WBIDC fails to obtain or facilitate, as the case may be, the Approvals as may be required for setting up the Project. Provided that, in the event WBIDC is facilitating such Approvals, BAPL has complied with all requisites as may be reasonably required under law to be complied with by BAPL for such Approvals. However, this clause shall not include any delay caused by injunctive or restraint court order;
- (iv) WBIDC repudiates the JVDA or otherwise takes any action or evidences or conveys an intention not to be bound by the JVDA;
- (v) Any act or omission by WBIDC as a consequence whereof, the implementation of the Project is rendered impossible ; and
- (vi) The occurrence of a breach identified as an event of default under any other document as may be executed by the Parties.

18.2 The following events shall be construed as events of default on the part of BAPL unless such an event has occurred as a consequence of a Force Majeure Event and BAPL has made diligent efforts to the reasonable satisfaction of WBIDC to avoid the Force Majeure Event and the effects thereof (“**BAPL Events of Default**”):

- (i) BAPL fails to construct the Airport or any essential part thereof or does not obtain the required clearances for commercial operation of the Airport on or before the expiry of:
 - (a) five (5) years from the date of execution of the JVDA dated January 18, 2008 i.e., 5 years from January 18, 2008; or
 - (b) three (3) years from the date of handing over of possession, free from all encumbrances and encroachments, by WBIDC in favour of BAPL, of contiguous 1800 acres of the Phase I Project Land (which contiguous 1800 acres shall include the entire 650 acres of Phase I Project Land to be





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utilized for development of the Airport) in the manner provided in the JVDA.

whichever is later (such period hereinafter referred to as the “**Schedule Period**”).

- (ii) BAPL constructs the Airport including all essential facilities, obtains the necessary clearances for the commercial use of the Airport from the respective statutory and government authorities, but is unable to attract carriers to run a regular passenger/freight service through the Airport from the scheduled date of operationalizing the Airport.
- (iii) BAPL or its assignees fails to implement the Project in accordance with the Project Plan or does not adhere to the land use plan as approved or agreed upon which results in the reduction of the areas earmarked for “IT & Industrial Park” and the “Rehabilitation & EWS Zone”.

18.3 Consequences of occurrence of events of default and termination

18.3.1 Upon the occurrence of WBIDC Event of Default or BAPL Event of Default, the following procedure shall apply:

- (i) The Party which is not in default may give a Default Notice to the other Party, specifying in reasonable detail the WBIDC Event of Default or BAPL Event of Default, as the case may be, giving rise to such Default Notice and demanding remedy thereof within the **Cure Period**, which shall be a period of not less than 90 days from the date of receipt of the Default Notice.

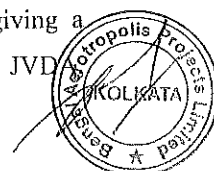
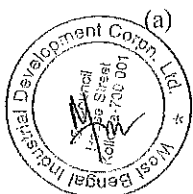
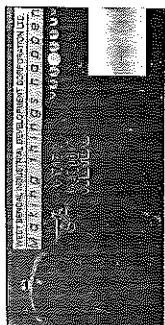
- (ii) During the Cure Period, the Parties shall consult as to what steps shall be taken with a view to:

- (a) mitigate the consequences of such default;
- (b) cure such WBIDC Event of Default or BAPL Event of Default, as the case may be; and
- (c) extend the Cure Period, if warranted.

- (iii) At the expiry of the Cure Period, if the applicable WBIDC Event of Default or BAPL Event of Default, as the case may be, has not been cured and the Parties have not agreed to extend the Cure Period, the following shall take place:

Consequence of WBIDC Event of Default

In the event that the Default Notice had been served by BAPL with respect to any WBIDC Event of Default and BAPL has terminated the JVDA by giving a termination notice to WBIDC in accordance with the provisions of the JVDA





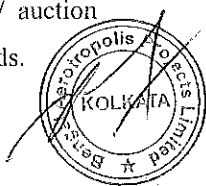
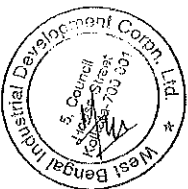
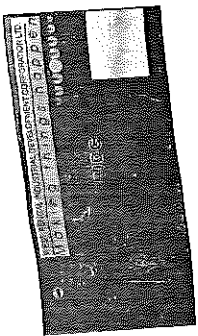
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BAPL (or any other Person to whom BAPL has transferred or assigned its leasehold interest, with respect to such part or parcels of the Said Land which are subject matter of such transfer and/or assignment), at its sole discretion, shall also be entitled to terminate the lease with respect to any or all parts and parcels of the Said Land. Upon such termination of the lease with respect to any or all parts and parcels of the Said Land by BAPL, WBIDC shall forthwith refund to BAPL, the lease premium paid by BAPL with respect to such parts and parcels of Said Land in relation to which the lease has been terminated and any and all other sums paid by BAPL to WBIDC for and in relation to acquiring such parts and parcels of the Said Land. Upon receipt of the refund of sums mentioned hereinabove, BAPL shall hand over the possession of such parts and parcels of Said Land in relation to which the lease has been terminated to WBIDC, free from all encumbrances. BAPL shall not be entitled to any further or additional compensation.

(b) Consequences of BAPL Event of Default mentioned under clause 18.2(i)

In the event that the Default Notice had been served by WBIDC with respect to BAPL Event of Default mentioned under clause 18.2(i), WBIDC shall have a right to terminate by giving a termination notice to BAPL the lease of such parts and parcels of the Said Land, which comprises the Airport Land. Upon such termination of the lease:

- (A) BAPL shall hand over the possession of the Airport Land to WBIDC free from all encumbrances without requiring WBIDC to make any upfront payment / refund in relation to the Airport Land and/or the structures created and development carried out by BAPL over the Airport Land;
- (B) WBIDC shall make reasonable attempts to transfer the Airport Land along with the structures and developments thereon, through a process of bidding, to operators / developers for constructing and operationalizing the Airport without undue delay. If there are no buyers for the Airport Land, WBIDC shall proceed to auction the Airport Land for uses other than that for developing the Airport, as may be considered appropriate. The bidding / auction process shall be completed within a period of 24 months from date of termination of lease in relation to the Airport Land.
- (C) If WBIDC is able to transfer the Airport Land under the bidding / auction process; it shall pay BAPL 75% of the transfer proceeds of the Airport Land, subject to a maximum of 75% of the cost of acquisition of the Airport Land paid by BAPL to WBIDC. The cost incurred by WBIDC in carrying out transfer of the Airport Land under the bidding / auction process would be deducted from BAPL's share of transfer proceeds.





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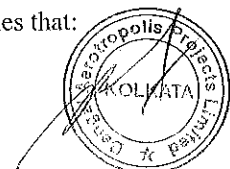
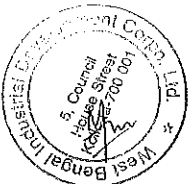
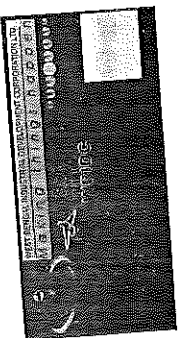
(D) In addition to the aforesaid, BAPL shall also be liable to pay to WBIDC, a premium of a sum equivalent to 10% of the cost of acquisition of such parts and parcels of the Said Land (other than those forming part of the Airport Land) (hereinafter referred to as the "**Balance Land**") paid by BAPL to WBIDC.

(c) Consequences of BAPL Event of Default mentioned under clause 18.2(ii)


In the event that the Default Notice had been served by WBIDC with respect to BAPL Event of Default mentioned under clause 18.2(ii), WBIDC shall:

- (A) allow BAPL, a cure period of one year from the date of completion of the Airport in all respects, for ensuring commercial operation of the Airport; the cure period as provided in clause 18.3.1 above shall not apply in this case.
- (B) If after the expiry of the cure period as aforesaid, BAPL is unable to attract carriers to run a regular passenger / freight service through the Airport, WBIDC shall terminate the lease of the Airport Land and upon such termination of lease, BAPL shall hand over the possession of the Airport Land to WBIDC free from all encumbrances without requiring WBIDC to make any upfront payment / refund in relation to the Airport Land and/or the structures created and development carried out by BAPL over the Airport Land;
- (C) WBIDC shall make reasonable attempts to transfer the Airport Land along with the structures and developments thereon, through a process of bidding, for operationalizing the Airport without undue delay. For the purpose of conducting a process of bidding by WBIDC, a joint committee will be formed by equal representation from WBIDC and BAPL. The committee shall make best effort to transfer the Airport Land with the objective of operationalizing the Airport. The committee shall also get the valuation of the structures and developments on the Airport Land done by a valuer of repute. The bidding process shall be completed within 18 months from the date of formation of the committee and within which time at least three rounds of bids, if necessary, should have been completed. BAPL would provide necessary co-operation for the successful completion of the bidding process.

It being clarified and specifically understood between the Parties that:






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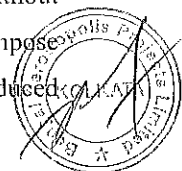
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- (1) if prior to transfer of the Airport Land by WBIDC to another operator / developer for operationalizing the Airport, in the manner provided hereinbefore, BAPL is able to arrange for commercial flights through the Airport, WBIDC shall restore the lease of the Airport Land in favour of BAPL for the remaining period and shall hand over the possession of the Airport Land along with all structures and developments thereto free from all encumbrances to BAPL; and
 - (2) BAPL shall not be liable to pay premium or any other form of penalty with respect to the Balance Land.
- (D) The realization from the transfer of the Airport by WBIDC shall be dealt with in the following manner:
- (1) in the event that the amount realized from the transfer of the Airport by WBIDC ("**Realised Amount**") is more than the (i) cost of acquisition of the Airport Land paid by BAPL to WBIDC; and (ii) the value (as assessed by a valuer of repute) of the structures and development thereto (the cost and value mentioned in (i) and (ii) above hereinafter collectively referred to as "**Value of the Airport**"), WBIDC shall pay to BAPL an amount equal to the Value of the Airport;
 - (2) in the event that the Realized Amount is less than or equal to the Value of the Airport, WBIDC shall pay BAPL 90% of the Realized Amount.
 - (3) It; being clarified and agreed to between the Parties that the expenses incurred for the bidding shall be realized by WBIDC from BAPL.

- (d) Consequences of BAPL Event of Default mentioned under clause 18.2 (iii)

In the event that the Default Notice had been served by WBIDC with respect to BAPL Event of Default mentioned under clause 18.2 (iii), BAPL shall:

- (A) In the event that there is reduction in the approved area for "IT & Industrial Park" and for "Rehabilitation & EWS Zone" by BAPL, without prior consultation with WBIDC and put on record, WBIDC shall impose financial penalty or cancel the lease for the area which has been reduced



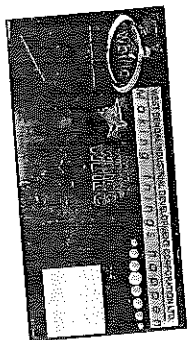


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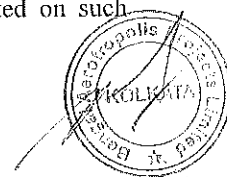
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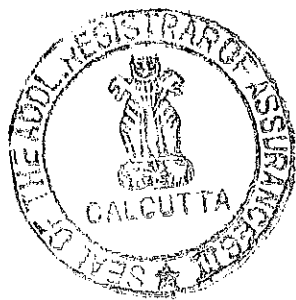
from the approved area for "IT & Industrial Park" and for "Rehabilitation & EWS Zone" and forms a part of the Said land.

- (B) If there is deviation in the land use from the approved land use by the assignees of BAPL in the "IT & Industrial Park", WBIDC shall at its own discretion either direct BAPL, or may on its own, cancel / terminate the assignment / transfer of the leasehold rights by BAPL in favour of such assignees / transferee in relation to such part and parcels of the Said Land comprising the IT & Industrial Park and with respect to which the deviation in land use has taken place and resume the relevant part and parcels of the Said Land forthwith. In the event that BAPL, or WBIDC, so resume such parts and parcels of the Said Land, WBIDC agree that any cost or expenditure incurred in putting such part and parcels of the Said Land under the intended usage shall be recoverable from such assignee / transferee and BAPL shall in no way be liable for payment of / incurring such costs and expenditures. WBIDC shall, in consultation with BAPL, decide upon the new assignee and the new assignee shall ensure adherence to the approved land use.
- (C) In case assignment of land in the "Rehabilitation & EWS Zone" is made by BAPL to Persons not eligible for such assignment then WBIDC shall forthwith cancel such assignment and resume the land which forms a part of the said Land and restore it to Persons eligible. The costs incurred for such resumption and reassignment of land shall be realizable by WBIDC from BAPL.
- (D) Any transfer or assignment by BAPL to a Third Party shall be subject to default clauses mentioned herein and such transferees or assignees shall mutatis mutandis be governed by the default clauses.



18.3.2 The Parties agree that notwithstanding anything contained herein none of the third party rights created by BAPL on the Said Land or any part thereof, including but not limited to the rights of the Person in whose favour BAPL has transferred / assigned its leasehold interests in the Said Land or any part thereof, shall be prejudicially affected in any manner whatsoever by any action taken by the Parties under any of the provisions of this Lease Deed or the JVDA (including those related to the termination of this Lease Deed) and such third party rights shall continue to subsist. However, in the circumstances mentioned under clause 18.3.1 (iii) (b) and (c), wherein the possession of the Airport Land is required to be handed over by BAPL in favour of WBIDC, the same shall be handed over without any encumbrances and the third party rights if created on such Airport Land shall stand extinguished.





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18.3.3 Any reference in this clause 18 to the "cost of acquiring/ purchasing or otherwise procuring the Said Land/Phase I Project Land or any part thereof paid by BAPL to WBIDC" shall include lease premium.

18.3.4 Notwithstanding anything contained herein, WBIDC's obligation to refund lease premium and /or cost of procurement of land and/or value of structures to BAPL wherever referred to above in clause 18 shall be restricted to such land which is resumed back by WBIDC from BAPL and or its assignees/transferees in accordance to the provisions contained herein. It is clarified that WBIDC shall not be liable to refund any money for such land in respect to which assignment, transfer, novation has been made by BAPL in favour of its assignees, developers or third party end users, except in case any such land is resumed back by WBIDC from BAPL and/or its assignees, developers or third party end users.

18.3.5 The termination of the lease pursuant to this Lease Deed shall be without prejudice to all other rights and obligations that the Parties may have under the JVDA.

19. The Lessor agrees to indemnify the Lessee from and against any and all losses as may be suffered by the Lessee as a result of any defect in the Lessor's title over the Said Land and/or defect in the Lessor's capacity and/or authority to create leasehold interests over the Said Land in favour the Lessee.

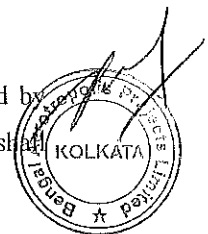
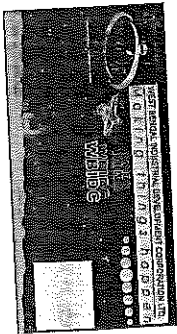
20. In the event that the Said Land is acquired under law by any Governmental Authority, any compensation that has been received by the Lessor in relation to such acquisition shall be forthwith handed over to the Lessee. The Lessee shall have the sole right over such compensation and if the same is received by the Lessor, the Lessor shall hold the same in trust for the Lessee till the same is handed over to the Lessee.

21. Dispute Resolution

21.1 If any dispute or difference or claims of any kind arises between the Parties in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or arising out of this Lease Deed, or the rights, duties or liabilities of any Party under this Lease Deed, whether before or after the termination of this Lease Deed, then the Parties shall meet together within seven (7) days from the date of written request made by any Party, in an effort to resolve such dispute, difference or claim by discussion between them.

21.2 Arbitration

In the event the dispute or difference or claim, as the case may be, is not resolved by amicable settlement within thirty (30) days from the date of such dispute, the same shall





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be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a panel of three arbitrators. WBIDC and BAPL shall appoint one arbitrator each. The two arbitrators so appointed shall appoint the third arbitrator. The appointment of arbitrators shall be made by the Parties within 15 days from the date of request made by the Party making a written request to the other party to submit the dispute to arbitration. It is however clarified that in the event any Party fails to appoint an arbitrator, such Party shall be deemed to have waived its right to appoint arbitrator and the sole arbitrator shall be deemed to constitute the arbitral tribunal. The place of arbitration shall be Kolkata but by agreement of the Parties, the arbitration hearings, if required, can be held elsewhere from time to time. The award passed by the majority of the arbitrators shall be binding on the Parties. The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by the respective Parties subject to determination by the arbitrators. 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.

21.3 Waiver of right to appeal

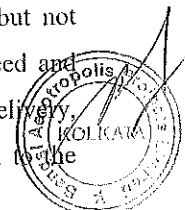
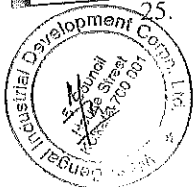
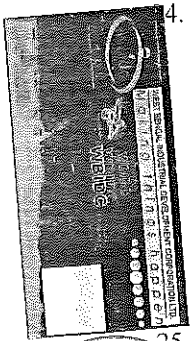
Each of the Parties hereby expressly waives any relevant laws and regulations, decrees or policies having the force of law that would otherwise give a right to appeal against the decision of the arbitration panel, and the Parties agree that no Party shall appeal to any court against the award or decision contained therein.

22. The courts at Kolkata shall have exclusive jurisdiction over all matters arising out of or relating to this Lease Deed.

23. Any delay, inability, omission or failure of any Party to exercise any of its rights hereunder shall not affect or impair or be deemed to be a waiver of its rights under this Lease Deed and neither shall it be deemed to affect or impair its rights with respect to any continuing or subsequent default of the other Party of the same or different nature.

24. No amendment or modification or waiver of any provision of this Lease Deed, nor consent to any departure by any of the Parties there from, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorized representative especially empowered in this behalf and registered and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

25. Unless otherwise stated, notices to be given under this Lease Deed including but not limited to a notice of waiver of any term, breach of any term of this Lease Deed and termination of this Lease Deed, shall be in writing and shall be given by hand delivery, recognized courier, or registered post with acknowledgement due and delivered to the





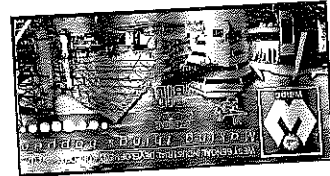
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Parties at their registered office address of the respective parties or such address as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered (i) in the case of delivery by hand, when delivered (ii) in case of recognized courier, three Business Days after dispatch by recognized courier and (iii) by registered post, five Business Days after dispatch properly addressed by registered post with postage properly paid. 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.

26. If for any reason whatsoever any provision of this Lease Deed is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not prejudice or affect the remaining provisions of this Lease Deed which shall continue in full force and effect. The Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted, as nearly as is practicable, in place of such invalid, illegal and unenforceable provision. Provided failure to agree upon any such provisions shall not be subject to the dispute resolution procedure under this Lease Deed or otherwise.
27. At all times after the date hereof the Parties shall execute all such documents and do such acts, deeds and things as may reasonably be required for the purpose of giving full effect to the provisions of this Lease Deed.
28. The representations, warranties, covenants and provisions contained herein that by their nature survive, shall survive any termination of this Lease Deed.

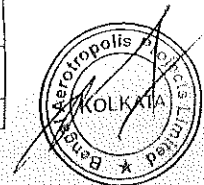
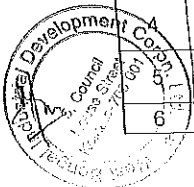
SCHEDULE I ABOVE REFERRED TO



Land measuring 151.04 Acres (apprx.) at Andal and Faridpur Police Station and blocks of District Burdwan, comprised within Mouzas Andal, comprised within J.L. No and Dag Nos. mentioned below and as shown in the plan annexed hereto and marked "A" and thereon bordered in Red.

Mouza Andal, JL No. 52, PS Andal, Dist Burdwan SHT 1 Case 07, L.A. Case No. 70

Sl No.	Declaration No.	Declaration Date	Plot No.	Acquired area	Specifick portion of the plot
1	JS-838/LA/ID-129/08/70/08-09	16/04/2009	243	0.89	FULL
2	JS-838/LA/ID-129/08/70/08-09	16/04/2009	257	0.08	FULL
3	JS-838/LA/ID-129/08/70/08-09	16/04/2009	258	0.23	FULL
4	JS-838/LA/ID-129/08/70/08-09	16/04/2009	259	0.10	FULL
5	JS-838/LA/ID-129/08/70/08-09	16/04/2009	260	2.22	FULL
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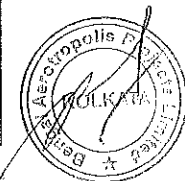
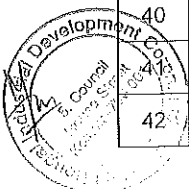
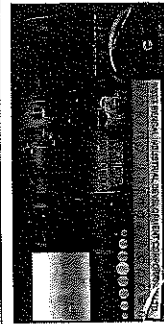




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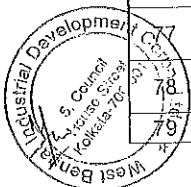
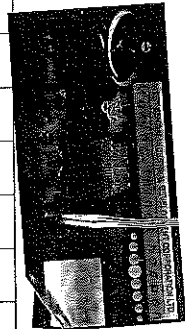





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76	JS-838/LA/ID-129/08/70/08-09	16/04/2009	366	0.26	FULL
77	JS-838/LA/ID-129/08/70/08-09	16/04/2009	367	0.36	FULL
78	JS-838/LA/ID-129/08/70/08-09	16/04/2009	368	0.23	FULL
79	JS-838/LA/ID-129/08/70/08-09	16/04/2009	369	0.43	FULL





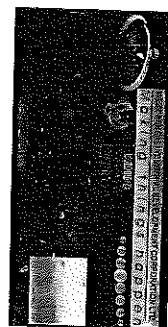
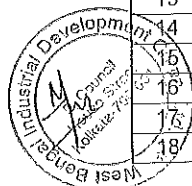

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	09				
80	JS-838/LA/ID-129/08/70/08-09	16/04/2009	370	0.32	FULL
81	JS-838/LA/ID-129/08/70/08-09	16/04/2009	371	0.45	FULL
82	JS-838/LA/ID-129/08/70/08-09	16/04/2009	372	0.26	FULL
83	JS-838/LA/ID-129/08/70/08-09	16/04/2009	373	0.66	FULL
84	JS-838/LA/ID-129/08/70/08-09	16/04/2009	374	0.33	FULL
85	JS-838/LA/ID-129/08/70/08-09	16/04/2009	375	0.21	FULL
86	JS-838/LA/ID-129/08/70/08-09	16/04/2009	376	0.07	FULL
87	JS-838/LA/ID-129/08/70/08-09	16/04/2009	382	0.05	FULL
88	JS-838/LA/ID-129/08/70/08-09	16/04/2009	459	0.46	FULL
89	JS-838/LA/ID-129/08/70/08-09	16/04/2009	460	0.58	FULL
90	JS-838/LA/ID-129/08/70/08-09	16/04/2009	239/6104	0.01	FULL
91	JS-838/LA/ID-129/08/70/08-09	16/04/2009	243/6326	0.01	FULL
92	JS-838/LA/ID-129/08/70/08-09	16/04/2009	294/6102	0.04	FULL
93	JS-838/LA/ID-129/08/70/08-09	16/04/2009	316/6150	0.06	FULL
94	JS-838/LA/ID-129/08/70/08-09	16/04/2009	321/6147	0.02	FULL
95	JS-838/LA/ID-129/08/70/08-09	16/04/2009	323/6148	0.03	FULL
96	JS-838/LA/ID-129/08/70/08-09	16/04/2009	323/6149	0.03	FULL
97	JS-838/LA/ID-129/08/70/08-09	16/04/2009	328/6145	0.02	FULL
98	JS-838/LA/ID-129/08/70/08-09	16/04/2009	334/6146	0.10	FULL
99	JS-838/LA/ID-129/08/70/08-09	16/04/2009	338/6325	0.01	FULL
				40.94	

Mouza Andal, JL No. 52, PS Andal, Dist Burdwan SHT 2 Case 2, L.A. Case No.77

Sl No.	Declaration No.	Declaration Date	Plot No.	Acquired area	Specifick portion of the plot
1	JS-791/LA/ID-100/08	08/04/2009	2501	0.65	FULL
2	JS-791/LA/ID-100/08	08/04/2009	2502	0.92	FULL
3	JS-791/LA/ID-100/08	08/04/2009	2503	0.59	FULL
4	JS-791/LA/ID-100/08	08/04/2009	2504	0.41	FULL
5	JS-791/LA/ID-100/08	08/04/2009	2505	0.73	FULL
6	JS-791/LA/ID-100/08	08/04/2009	2506	0.16	FULL
7	JS-791/LA/ID-100/08	08/04/2009	2507	0.30	FULL
8	JS-791/LA/ID-100/08	08/04/2009	2508	0.22	FULL
9	JS-791/LA/ID-100/08	08/04/2009	2509	0.01	FULL
10	JS-791/LA/ID-100/08	08/04/2009	2516	0.02	FULL
11	JS-791/LA/ID-100/08	08/04/2009	2520	0.42	FULL
12	JS-791/LA/ID-100/08	08/04/2009	2521	0.17	FULL
13	JS-791/LA/ID-100/08	08/04/2009	2522	0.11	FULL
14	JS-791/LA/ID-100/08	08/04/2009	2523	0.09	FULL
15	JS-791/LA/ID-100/08	08/04/2009	2524	0.11	FULL
16	JS-791/LA/ID-100/08	08/04/2009	2525	0.12	FULL
17	JS-791/LA/ID-100/08	08/04/2009	2526	0.65	FULL
18	JS-791/LA/ID-100/08	08/04/2009	2527	0.60	FULL





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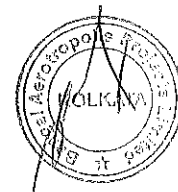
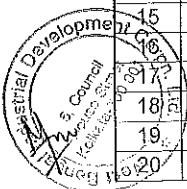
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20	JS-791/LA/ID-100/08	08/04/2009	2529	0.58	FULL
21	JS-791/LA/ID-100/08	08/04/2009	2530	0.41	FULL
22	JS-791/LA/ID-100/08	08/04/2009	2531	0.17	FULL
23	JS-791/LA/ID-100/08	08/04/2009	2532	0.15	FULL
24	JS-791/LA/ID-100/08	08/04/2009	2533	0.43	FULL
25	JS-791/LA/ID-100/08	08/04/2009	2534	0.65	FULL
26	JS-791/LA/ID-100/08	08/04/2009	2535	0.73	FULL
27	JS-791/LA/ID-100/08	08/04/2009	2536	0.88	FULL
28	JS-791/LA/ID-100/08	08/04/2009	2540	0.14	FULL
29	JS-791/LA/ID-100/08	08/04/2009	2541	0.33	FULL
30	JS-791/LA/ID-100/08	08/04/2009	2542	0.30	FULL
31	JS-791/LA/ID-100/08	08/04/2009	2543	0.02	FULL
32	JS-791/LA/ID-100/08	08/04/2009	2546	0.06	FULL
33	JS-791/LA/ID-100/08	08/04/2009	2548	0.16	FULL
34	JS-791/LA/ID-100/08	08/04/2009	2549	0.13	FULL
35	JS-791/LA/ID-100/08	08/04/2009	2550	0.25	FULL
36	JS-791/LA/ID-100/08	08/04/2009	2551	0.48	FULL
37	JS-791/LA/ID-100/08	08/04/2009	2552	0.08	FULL
38	JS-791/LA/ID-100/08	08/04/2009	2553	0.21	FULL
39	JS-791/LA/ID-100/08	08/04/2009	2554	0.02	FULL
				12.90	

MOUZA ANDAL JL NO 52 SHT 3 CASE 09, LA Case No 80

SI No	Declaration No.	Declaration Date	Plot No	Acquired area	Specifick portion of the plot
1	JS-788/LA/ID-109/08	08/04/2009	834	0.40	FULL
2	JS-788/LA/ID-109/08	08/04/2009	835	0.13	FULL
3	JS-788/LA/ID-109/08	08/04/2009	836	0.08	FULL
4	JS-788/LA/ID-109/08	08/04/2009	837	0.82	FULL
5	JS-788/LA/ID-109/08	08/04/2009	832/6200	0.10	FULL
6	JS-788/LA/ID-109/08	08/04/2009	840/6196	0.10	FULL
				1.63	

Mouza Andal, Sheet 03, JL No 52, Case 07, LA Case No. 81

SI No	Declaration No.	Declaration Date	Plot No	Acquired area	Specifick portion of the plot
1	JS-785/LA/ID-102/08	08/04/2009	643	0.56	FULL
2	JS-785/LA/ID-102/08	08/04/2009	644	0.84	FULL
3	JS-785/LA/ID-102/08	08/04/2009	645	0.58	FULL
4	JS-785/LA/ID-102/08	08/04/2009	646	2.74	FULL
5	JS-785/LA/ID-102/08	08/04/2009	647	2.91	FULL
6	JS-785/LA/ID-102/08	08/04/2009	648	0.21	FULL
7	JS-785/LA/ID-102/08	08/04/2009	649	0.09	FULL
8	JS-785/LA/ID-102/08	08/04/2009	650	0.10	FULL
9	JS-785/LA/ID-102/08	08/04/2009	651	0.19	FULL
10	JS-785/LA/ID-102/08	08/04/2009	652	1.41	FULL
11	JS-785/LA/ID-102/08	08/04/2009	653	0.26	FULL
12	JS-785/LA/ID-102/08	08/04/2009	654	1.49	FULL
13	JS-785/LA/ID-102/08	08/04/2009	655	0.58	FULL
14	JS-785/LA/ID-102/08	08/04/2009	656	0.58	FULL
15	JS-785/LA/ID-102/08	08/04/2009	657	1.82	FULL
16	JS-785/LA/ID-102/08	08/04/2009	658	0.48	FULL
17	JS-785/LA/ID-102/08	08/04/2009	659	0.43	FULL
18	JS-785/LA/ID-102/08	08/04/2009	660	0.79	FULL
19	JS-785/LA/ID-102/08	08/04/2009	661	0.29	FULL
20	JS-785/LA/ID-102/08	08/04/2009	662	0.64	FULL



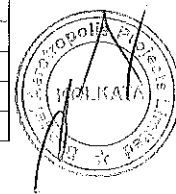
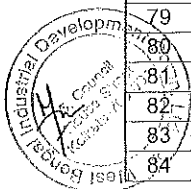


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21	JS-785/LA/ID-102/08	08/04/2009	663	0.67	FULL
22	JS-785/LA/ID-102/08	08/04/2009	664	0.17	FULL
23	JS-785/LA/ID-102/08	08/04/2009	665	0.12	FULL
24	JS-785/LA/ID-102/08	08/04/2009	666	0.29	FULL
25	JS-785/LA/ID-102/08	08/04/2009	667	0.28	FULL
26	JS-785/LA/ID-102/08	08/04/2009	668	0.19	FULL
27	JS-785/LA/ID-102/08	08/04/2009	669	0.22	FULL
28	JS-785/LA/ID-102/08	08/04/2009	670	0.01	FULL
29	JS-785/LA/ID-102/08	08/04/2009	671	0.02	FULL
30	JS-785/LA/ID-102/08	08/04/2009	672	0.09	FULL
31	JS-785/LA/ID-102/08	08/04/2009	673	0.04	FULL
32	JS-785/LA/ID-102/08	08/04/2009	674	0.07	FULL
33	JS-785/LA/ID-102/08	08/04/2009	675	0.23	FULL
34	JS-785/LA/ID-102/08	08/04/2009	676	0.14	FULL
35	JS-785/LA/ID-102/08	08/04/2009	677	0.15	FULL
36	JS-785/LA/ID-102/08	08/04/2009	678	0.17	FULL
37	JS-785/LA/ID-102/08	08/04/2009	679	0.16	FULL
38	JS-785/LA/ID-102/08	08/04/2009	680	0.04	FULL
39	JS-785/LA/ID-102/08	08/04/2009	681	0.14	FULL
40	JS-785/LA/ID-102/08	08/04/2009	682	0.83	FULL
41	JS-785/LA/ID-102/08	08/04/2009	683	0.91	FULL
42	JS-785/LA/ID-102/08	08/04/2009	684	0.64	FULL
43	JS-785/LA/ID-102/08	08/04/2009	685	0.59	FULL
44	JS-785/LA/ID-102/08	08/04/2009	686	0.61	FULL
45	JS-785/LA/ID-102/08	08/04/2009	687	0.56	FULL
46	JS-785/LA/ID-102/08	08/04/2009	688	0.43	FULL
47	JS-785/LA/ID-102/08	08/04/2009	689	0.50	FULL
48	JS-785/LA/ID-102/08	08/04/2009	690	0.30	FULL
49	JS-785/LA/ID-102/08	08/04/2009	691	1.14	FULL
50	JS-785/LA/ID-102/08	08/04/2009	692	1.06	FULL
51	JS-785/LA/ID-102/08	08/04/2009	693	0.86	FULL
52	JS-785/LA/ID-102/08	08/04/2009	694	1.40	FULL
53	JS-785/LA/ID-102/08	08/04/2009	695	0.66	FULL
54	JS-785/LA/ID-102/08	08/04/2009	696	0.24	FULL
55	JS-785/LA/ID-102/08	08/04/2009	697	1.02	FULL
56	JS-785/LA/ID-102/08	08/04/2009	698	0.38	FULL
57	JS-785/LA/ID-102/08	08/04/2009	699	0.48	FULL
58	JS-785/LA/ID-102/08	08/04/2009	700	1.22	FULL
59	JS-785/LA/ID-102/08	08/04/2009	701	0.15	FULL
60	JS-785/LA/ID-102/08	08/04/2009	702	0.30	FULL
61	JS-785/LA/ID-102/08	08/04/2009	703	1.26	FULL
62	JS-785/LA/ID-102/08	08/04/2009	704	0.38	FULL
63	JS-785/LA/ID-102/08	08/04/2009	705	1.19	FULL
64	JS-785/LA/ID-102/08	08/04/2009	706	0.27	FULL
65	JS-785/LA/ID-102/08	08/04/2009	707	0.61	FULL
66	JS-785/LA/ID-102/08	08/04/2009	708	0.36	FULL
67	JS-785/LA/ID-102/08	08/04/2009	709	1.20	FULL
68	JS-785/LA/ID-102/08	08/04/2009	710	0.45	FULL
69	JS-785/LA/ID-102/08	08/04/2009	711	0.98	FULL
70	JS-785/LA/ID-102/08	08/04/2009	712	2.60	FULL
71	JS-785/LA/ID-102/08	08/04/2009	713	0.16	FULL
72	JS-785/LA/ID-102/08	08/04/2009	714	0.15	FULL
73	JS-785/LA/ID-102/08	08/04/2009	715	0.72	FULL
74	JS-785/LA/ID-102/08	08/04/2009	716	0.14	FULL
75	JS-785/LA/ID-102/08	08/04/2009	717	0.14	FULL
76	JS-785/LA/ID-102/08	08/04/2009	718	0.13	FULL
77	JS-785/LA/ID-102/08	08/04/2009	719	0.65	FULL
78	JS-785/LA/ID-102/08	08/04/2009	720	0.10	FULL
79	JS-785/LA/ID-102/08	08/04/2009	721	0.92	FULL
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81	JS-785/LA/ID-102/08	08/04/2009	723	0.43	FULL
82	JS-785/LA/ID-102/08	08/04/2009	724	0.11	FULL
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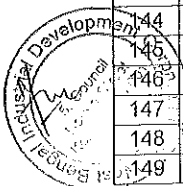
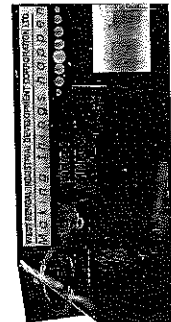




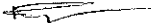
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85	JS-785/LA/ID-102/08	08/04/2009	727	0.83	FULL
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92	JS-785/LA/ID-102/08	08/04/2009	734	1.58	FULL
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104	JS-785/LA/ID-102/08	08/04/2009	746	0.61	FULL
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106	JS-785/LA/ID-102/08	08/04/2009	748	0.36	FULL
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112	JS-785/LA/ID-102/08	08/04/2009	754	0.20	FULL
113	JS-785/LA/ID-102/08	08/04/2009	755	0.41	FULL
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118	JS-785/LA/ID-102/08	08/04/2009	760	0.66	FULL
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135	JS-785/LA/ID-102/08	08/04/2009	777	0.13	FULL
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137	JS-785/LA/ID-102/08	08/04/2009	779	0.08	FULL
138	JS-785/LA/ID-102/08	08/04/2009	780	0.03	FULL
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140	JS-785/LA/ID-102/08	08/04/2009	812	0.45	FULL
141	JS-785/LA/ID-102/08	08/04/2009	813	0.01	FULL
142	JS-785/LA/ID-102/08	08/04/2009	814	0.17	FULL
143	JS-785/LA/ID-102/08	08/04/2009	815	2.32	FULL
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145	JS-785/LA/ID-102/08	08/04/2009	817	0.16	FULL
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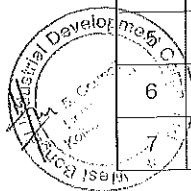
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152	JS-785/LA/ID-102/08	08/04/2009	824	0.33	FULL
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154	JS-785/LA/ID-102/08	08/04/2009	826	0.04	FULL
155	JS-785/LA/ID-102/08	08/04/2009	827	0.05	FULL
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158	JS-785/LA/ID-102/08	08/04/2009	830	0.21	FULL
159	JS-785/LA/ID-102/08	08/04/2009	831	0.82	FULL
160	JS-785/LA/ID-102/08	08/04/2009	832	0.83	FULL
161	JS-785/LA/ID-102/08	08/04/2009	840	0.44	FULL
162	JS-785/LA/ID-102/08	08/04/2009	843	0.02	FULL
163	JS-785/LA/ID-102/08	08/04/2009	844	0.23	FULL
164	JS-785/LA/ID-102/08	08/04/2009	845	0.22	FULL
165	JS-785/LA/ID-102/08	08/04/2009	846	0.06	FULL
166	JS-785/LA/ID-102/08	08/04/2009	853	0.03	FULL
167	JS-785/LA/ID-102/08	08/04/2009	1313	0.03	FULL
168	JS-785/LA/ID-102/08	08/04/2009	1314	0.19	FULL
169	JS-785/LA/ID-102/08	08/04/2009	1315	0.03	FULL
170	JS-785/LA/ID-102/08	08/04/2009	1316	0.47	FULL
171	JS-785/LA/ID-102/08	08/04/2009	1317	0.25	FULL
172	JS-785/LA/ID-102/08	08/04/2009	1318	0.18	FULL
173	JS-785/LA/ID-102/08	08/04/2009	1319	0.38	FULL
174	JS-785/LA/ID-102/08	08/04/2009	1320	0.01	FULL
175	JS-785/LA/ID-102/08	08/04/2009	1354	0.01	FULL
176	JS-785/LA/ID-102/08	08/04/2009	1318/6206	0.05	FULL
177	JS-785/LA/ID-102/08	08/04/2009	675/6214	0.06	FULL
178	JS-785/LA/ID-102/08	08/04/2009	679/6217	0.08	FULL
179	JS-785/LA/ID-102/08	08/04/2009	681/6215	0.01	FULL
180	JS-785/LA/ID-102/08	08/04/2009	717/6211	0.05	FULL
181	JS-785/LA/ID-102/08	08/04/2009	718/6212	0.09	FULL
182	JS-785/LA/ID-102/08	08/04/2009	723/5922	0.10	FULL
183	JS-785/LA/ID-102/08	08/04/2009	723/5923	0.15	FULL
184	JS-785/LA/ID-102/08	08/04/2009	729/6202	0.30	FULL
185	JS-785/LA/ID-102/08	08/04/2009	737/1728	0.12	FULL
186	JS-785/LA/ID-102/08	08/04/2009	743/1744	1.14	FULL
187	JS-785/LA/ID-102/08	08/04/2009	763/6321	0.59	FULL
188	JS-785/LA/ID-102/08	08/04/2009	765/1729	0.06	FULL
189	JS-785/LA/ID-102/08	08/04/2009	814/5913	0.39	FULL
190	JS-785/LA/ID-102/08	08/04/2009	814/5915	0.33	FULL
191	JS-785/LA/ID-102/08	08/04/2009	835/6198	0.01	FULL
192	JS-785/LA/ID-102/08	08/04/2009	836/6197	0.03	FULL
193	JS-785/LA/ID-102/08	08/04/2009	6216	0.04	FULL
				91.89	

MOUZA ANDAL JL NO 52 SHT 3 CASE 3, L.A. Case No.87

Sl No	Declaration No.	Declaration Date	Plot No	Acquired area	Specific portion of the plot
1	JS-826/LA/ID-88/08/87/08-09	16/04/2009	1579	0.04	FULL
2	JS-826/LA/ID-88/08/87/08-09	16/04/2009	1580	0.02	FULL
3	JS-826/LA/ID-88/08/87/08-09	16/04/2009	1592	0.05	FULL
4	JS-826/LA/ID-88/08/87/08-09	16/04/2009	1593	0.02	FULL
5	JS-826/LA/ID-88/08/87/08-09	16/04/2009	1595	0.25	FULL
6	JS-826/LA/ID-88/08/87/08-09	16/04/2009	1596	0.08	FULL
7	JS-826/LA/ID-88/08/87/08-09	16/04/2009	1597	0.19	FULL

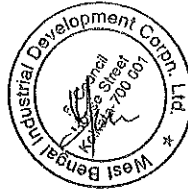
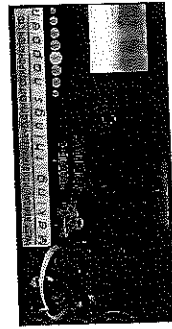





Additional Registrar of Assurance: III
Kolkata

19 DEC 2013

8	JS-826/LA/ID-88/08/87/08-09	16/04/2009	1598	0.30	FULL
9	JS-826/LA/ID-88/08/87/08-09	16/04/2009	1599	0.19	FULL
10	JS-826/LA/ID-88/08/87/08-09	16/04/2009	1602	0.02	FULL
11	JS-826/LA/ID-88/08/87/08-09	16/04/2009	1603	0.04	FULL
12	JS-826/LA/ID-88/08/87/08-09	16/04/2009	1604	2.48	FULL
				3.68	






Additional Registrar of Assurance - III
Kolkata

19 DEC 2018

IN WITNESS WHEREOF the parties to these presents have hereto set and subscribed their respective hands and seals the day, month and year first above written.

Signed, Sealed and delivered

For and on behalf of West Bengal Industrial Development Corporation Limited (Lessor) by:

MEENAKSHI MUKHERJEE

(Name and Designation)

Meenakshi Mukherjee
M. MUKHERJEE
Deputy General Manager(Law)
West Bengal Industrial Development Corpn. Ltd
5, Council House Street,
Kolkata-700 001

Signature (with seal)

1. SURUMAR BANERJEE
CONSULTANT - LAND
WBIDC 5, Council House Street Kolkata
(Signature and address of witness)

2. SUBRATA GUPTA
WBIDC
5, Council House Street, Kolkata
(Signature and address of witness)



Signed, Sealed and Delivered by

For and on behalf of the Bengal Aerotropolis Projects Limited (Lessee):

SUBRATA PAUL
CEO

(Name and Designation)

For Bengal Aerotropolis Projects Limited
Partha Ghosh
Director.

Signature (with seal)

in the presence of :

1. JYOTIKA GUPTA
COMPANY SECRETARY
RAPL, 5, Conky Terrace, Kolkata.
(Signature and address of witness)

2. SOURAV JAIN
RAPL, 5, Conky Terrace, 2nd Floor
Kolkata
(Signature and address of witness)

Jyotika

Sourav

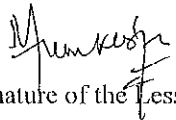


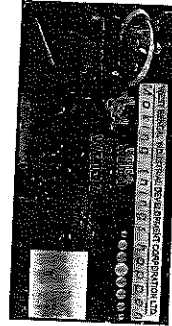
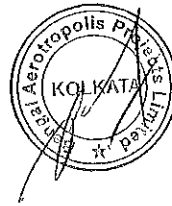
Additional Registrar of Assurance - III
Kolkata

19 DEC 2013

MEMO OF CONSIDERATION

Received from the within named Lessee, sum of Rs 13,48,20,655/- by way of full and final settlement towards this Lease Deed.


Signature of the Lessor





Additional Registrar of Assurance - II/
Kolkata

19 DEC 2013

SPECIMEN FORM FOR TEN FINGERPRINTS



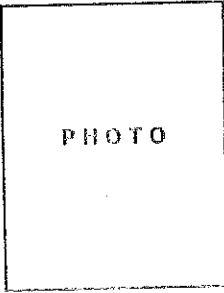
	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

Meenakshi Murugesu



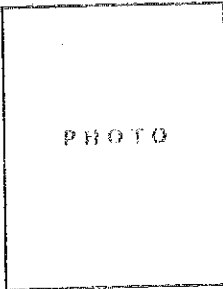
	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

Partha Ghosh



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

PHOTO



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

PHOTO



Kolkata Registrar of Assurance - III

Kolkata

19 DEC 2018

19 DEC 2013
MORNING
REGISTRATION DEPARTMENT

DEED OF LEASE

.....Lessee
Bengal Aerotropolis Projects Limited

AND

.....Lessor
West Bengal Industrial Development
Corporation Limited

B E T W E E N

\$

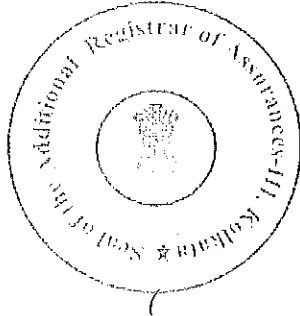
2010

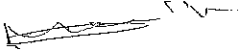
DATED THIS 13th DAY OF September

\$

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 11
Page from 4031 to 4076
being No 05718 for the year 2013.




(Sanatan Maity) 26-December-2013
ADDITIONAL REGISTRAR OF ASSURANCE-III
Office of the A.R.A. - III KOLKATA
West Bengal

26/12/13

