

No. 3162

ATTN: Chayul
ST/H
 debaditya chakrabarti I. A. S.
 Development Commissioner,
 Falta Export Processing Zone
 Ministry of Commerce, Govt. of India
 2nd M. S. O. Building, 4th Floor
 Nizam Palace, Calcutta - 700 020
 Tel (O) 247-2263, 247-7923
 (R) 478-1656

THIS INDENTURE dated this 14th day of December Date of execution

one thousand nine hundred and eighty seven
 and made BETWEEN THE BOARD OF TRUSTEES OF THE PORT OF
 CALCUTTA a body corporate constituted under the Major Port Trusts
 Act 1963 (No. 38 of 1963) (hereinafter called the "TRUSTEES" which
 expression shall where the context so admits include their successors-in-office
 and assigns) of the ONE PART and Falta Export
Processing Zone, Azimganj House
7, Canal Street, Calcutta - 700017,

(hereinafter called the "LESSEES" which expression where not repugnant
 to the context shall be deemed to include their successors and permitted
 assigns) of the OTHER PART WITNESSETH that in consideration of the
 rents and covenants on the part of the Lessees hereinafter reserved and
 contained the Trustees hereby demise unto the Lessees for the purpose
 of Setting up Export Processing Zone

Purpose
 period and
 date of lease.

ALL THAT piece of land described in the Schedule hereto and more
 particularly delineated on plan No. LM 53 R.M.
 hereto annexed and thereon shown in green border TOGETHER
 WITH all ways, passages, drains, water-courses, rights, easements and
 appurtenances to the said land belonging or therewith usually held and
 enjoyed (hereinafter called the demised land) TO HOLD the demised land
 unto the Lessees as from the eighteenth day of June
 One thousand nine hundred and eighty four for the term of thirty
 years thence next ensuing YIELDING AND PAYING therefor unto the

Trustees during the said term the monthly rent of Rs. 1,57,000.00

(Rupees one lakh and fifty seven thousand
only) being 60% of the scheduled rent.

Premium a
 Rent payable.

being calculated at the rates of
 Rs. _____ (Rupees _____)
 per 100 sq. metres per month

plus surcharge @ 10% on rent subject to the right of the Trustees to enhance
 the rent every five years up to the scheduled rent then in force

a non-re-
 fundable
 premium
 of Rs. 10,50,00
 (Rupees ten
 lakhs and
 fifty
 thousand
 only) at the
 beginning
 of the said
 term and

and such rent shall be paid at the Trustees' Head Office at 15, Strand Road, Calcutta, on or before the Commencement day of each year ~~month succeeding that~~ for which such rent is due PROVIDED ALWAYS and it is hereby agreed that if the Trustees shall at any time during the said term consider that the demised land or any part thereof is required for the purpose of the construction or carrying out of any works or otherwise for the developments of the Port or in the interest of the public using the same and resorting thereto and shall be desirous on any of these grounds of determining this present lease and of such their desire shall give at least six months' previous notice in writing to the Lessees then and in such case immediately on the expiration of the said notice this present lease and everything herein contained shall cease and be void but without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition herein contained and subject to the provision hereinafter contained as to the factory or building or structure on the demised land at the time of such determination and the Lessees shall have no claim against the Trustees for such earlier determination of this lease as aforesaid.

Determination
for Port Purposes.

ATTN
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(R) 47 1115

AND THE LESSEES hereby covenant with the Trustees in manner following that is to say :-

at the beginning of the said term the said premium and

(1) THAT the Lessees will during the continuance of the term hereby granted pay the said rents hereinbefore reserved and made payable Mode of payment of rent, and or the revised rent as may be fixed hereafter as hereinbefore contained at Premium the times and in the manner at and in which the same are hereinbefore reserved and made payable without any deduction.

(2) AND also will from time to time and at all times during the said term pay and discharge all present and future rates, taxes, surcharge on rent, duties, charges, assessments, outgoings and premium in respect of policy of insurance against any risk whatsoever which are now or may at any time hereafter be assessed, charged or imposed upon or payable in respect of the demised land and/or any factory and/or building or structure thereon erected by the Lessees or the owners or occupiers in respect thereof as hereinafter provided except the owners' share of Municipal taxes in respect of the demised land.

Payment of taxes
duties etc.

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(3) AND also will not at any time during the said term without the licence in writing of the Trustees first had and obtained erect any factory or building or structure or erection or other structural work on the demised land or make any alteration or addition whatsoever in or to any factory or building or structure which may hereafter be erected on the demised land with such licence as aforesaid. Provided however and it is distinctly stipulated and agreed that no application for the grant of such licence will be entertained by the Trustees unless they are satisfied that the proposed erection has bearing on the purpose for which the Lessees are taking lease of the demised land and the period of the lease and in this respect the decision of the Trustees shall be final and conclusive.

Erection of structures.

(4) AND will not at any time during the said term without such licence as aforesaid open work or dig any quarries for clay, gravel or sand in upon or under the demised land PROVIDED THAT the Lessees shall be at liberty to dig pits and make other excavations for the purpose of foundations for permanent factories or buildings or structures the erection of which may be licensed as aforesaid.

Excavations.

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(4A) THE Lessees shall faithfully observe and follow all laws, rules, regulations and notifications whatsoever governing the use of the demised land and factory or building or structures, if any, erected or built thereon.

(5) NOT to use the demised land or any part thereof or any factory, building or structure that may be erected thereon or any portion thereof for any purposes other than that for which the demised land is let out to the Lessees save and except with the previous consent of the Trustees first had and obtained in writing.

(6) And will not assign or transfer the demised land or any part thereof. But this will not debar the Lessees from sub-letting any part or whole of the demised land for the purposes for which they are given.

of (6) AND will not assign, transfer, sublet or part with the possession of the demised land or any part thereof including structures erected thereon without the prior consent in writing of the Trustees. In case the permission is granted it may be on such terms and conditions as the Trustees may think fit. If permission is refused the Trustees should not be called upon to assign any reasons for such refusal. Provided however and it is hereby specifically stipulated that no request for assignment of

Transfer of lease and sub-lease.

transfer of the demised land or any part thereof shall be entertained by the Trustees within a period of _____ years from the date of commencement of the lease.

(6A) AND the Lessees will not offer the demised land or any portion thereof as security either in Court of Law or anywhere else without the previous consent in writing of the Trustees.

(6B) AND the Lessees shall not effect or cause or allow to be effected any change in the formation, constitution or composition of their business or the name of the business without the prior knowledge of the Trustees.

(7) AND also that it shall be lawful for the Trustees their agents staff at any reasonable time or times to enter upon the demised land with a view to inspect and examine the condition of the same and the manner of construction of any factory or building or structure and erections for the time being under construction or erection or already constructed or for the purpose of constructing, laying, altering, repairing or maintaining any water courses, drains, pipes or electric wires in connection with any adjoining property, the Trustees filling up excavations made and otherwise making good any damage done to the demised land or to property of the Lessees by reason of such repairing, laying, altering etc. by the Trustees as aforesaid but the Trustees will not be liable to pay any compensation to the Lessees for any damage or inconvenience that the Lessees may suffer in this connection.

Access of the Trustees' staff to the demised land.

(8) AND will not do or suffer to be done in or upon the demised land or any part thereof or in the factory or building or structure that may be erected thereon any act or thing which shall be or become a nuisance, damage, annoyance, inconvenience or danger to the demised land or to the owners or occupiers of any adjoining or neighbouring land or premises.

Causing Inconvenience to neighbours.

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(R) 47-1111

(9) AND shall at all times during the said term be bound to execute to the satisfaction of the Trustees and/or their staff all such works and observe and perform all such rules and conditions which shall appear to the Trustees and or to their staff or to the sanitary authorities of the district in which the demised land is situated to be necessary or desirable in order to keep the demised land into good sanitary order and condition.

Maintenance of
sanitary condition

(10) ~~AND will during the said term pay, in connection with any siding of which the Trustees may allow the Lessees the use, all haulage and siding charges at the scheduled rates for such charges as may from time to time be fixed by the Trustees.~~

Payment of
siding charges.

AT/MS
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(10A) ~~AND shall for any such siding execute an Indemnity Agreement separately as may be required by the Trustees' Traffic Manager for delivery of foreign wagons at their siding prior to submission of Railway Receipts and shall also pay the fixed security deposits demanded by the Traffic Manager for working under the Indemnity Agreement system and shall also observe and comply with all rules, regulations and conditions made or to be made by the Traffic Manager from time to time for the proper working of the siding, proper care of the wagons and such other matters as the Traffic Manager may think fit and proper.~~

(11) (11) AND will at the expiration or sooner determination of the said term or any extended period thereof quietly and peacefully yield up vacant possession of the demised land as a whole unto the Trustees with all factories or buildings or structures or erections, and other structures, if any, erected thereon that shall not have been previously removed by the Lessees.

Yielding up the
demised land at
the expiry or
determination of
the term.

(12) (12) AND PROVIDED ALSO and it is hereby expressly agreed that the Lessees shall construct culverts over all water-pipes which may pass through the demised land and over which factories or buildings or structures may be erected in such manner as shall give to the Trustees their

Construction of
culverts over
water-pipes etc.

(13) THE Lessees shall obtain at their own cost any trade or Trade licence, other "Licence" which may legally be necessary on account of their business.

(13) (14) PROVIDED ALWAYS and it is agreed that any arrears of rent and surcharge or other moneys accruing to or in favour of the Trustees from the Lessees shall be recoverable as a Public demand as defined in the Bengal Public Demand Recovery Act of 1913 as amended by West Bengal Act XVIII of 1953. Recovery under Public Demand Recovery Act.

(13A) (14A) Without Prejudice to the Trustees' other rights reserved under these presents, it is hereby expressly agreed and declared that in case of default in payment of rent bills in respect of the demised land within the due date, as herein provided, interest at 15% per annum shall be payable by the Lessees on the outstanding rent dues provided that no interest shall be charged if such rent dues are paid within one month from the due date of payment or such dues do not exceed Rs. 3,000.00.

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(14) (15) ANY statutory powers hereafter conferred upon the Trustees shall automatically apply to the demised land and provisions in that respect shall be deemed to be incorporated in these presents and the Lessees shall be deemed to have constructive notice thereof. Statutory powers.

(15) (16) ANY notice required to be given to the Lessees hereunder may be served on the Lessees by sending the same through the Post addressed to them at the address above mentioned and shall be deemed to have been duly served on them on the day next subsequent to the day on which it was posted. Service of notice

(16) (17) THAT no portion of the demised land/or structure, if any, Utilisation of the demised land or

whatsoever or converted into any kind of shrine, tomb, temple or mosque however small or insignificant.

recovery under
Public Demand
Recovery Act.

(17) (18) THE lease after registration shall remain in the custody of the Trustees. The costs of preparing, stamping and registering the lease shall be borne by the Lessees and also the cost of a counterpart or a copy if required by the Lessees. Custody of the lease

(19) THE Lessees shall on or before the execution of these presents deposit with the Trustees in cash a sum equivalent to _____ months' rent inclusive of other charges as security for the due payment of the rent hereby reserved and due observance and performance of the covenants and conditions on the part of the Lessees herein contained. It shall be lawful for the Trustees to appropriate and apply the said sum towards the payment of rents or any moneys, loss, costs or damages due to or suffered by the Trustees in respect of or arising out of these presents. Should the Trustees desire not to exercise the said power of appropriation then after the Trustees receive back vacant and peaceful possession of the demised land at the termination or determination of these presents the Trustees shall pay over such money to the Lessees or to their legal representatives which shall be a valid discharge as against the Trustees. Should the Trustees exercise the said power of appropriation so as in part to exhaust such money then upon the Trustees receiving back vacant and peaceful possession of the demised land at the termination or determination of these presents any balance not appropriated shall be paid by the Trustees to the Lessees or to their legal representatives which shall be a valid discharge as aforesaid. The Trustees shall not be bound to make any such appropriation and failure to do so at any particular time shall not be deemed to be a waiver. The Trustees shall be entitled without prejudice to the said power of appropriation to exercise any other rights or remedies which the Trustees may in law or under these presents have before making any such appropriation and may subsequently after the exercise of any such rights effect such appropriation. Provided further that in the event of the rent being increased at the time of enhancement of rent during the period of the lease, the Lessees shall forthwith on demand by the Trustees deposit whatever additional security as the Trustees may require so as to bring such deposit upto the equivalent of _____ months' rent inclusive of other charges as then applicable to the tenancy. And provided again, that for the purpose of this clause, rent shall mean to include besides the monthly rent payable at any point of time during the validity of the lease, such municipal rates, cesses and taxes as are leviable at that point of time. Security deposit.

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service of notice.

utilisation of the
demised land as
shrine etc.

(18) (20) THE Lessees shall during the entire term of the demise properly maintain the boundaries of the demised land by masonry pillars or fencing to be built and erected at their own cost. PROVIDED ALWAYS that in the event of the Lessees failing to do so, the Trustees shall without prejudice to their other rights under these presents at their absolute discretion be at liberty to carry out the work aforesaid in such manner as they shall in their absolute discretion think fit and proper and to recover from the Lessees the amount spent by them for the purpose.

Maintenance of boundaries.

(19) (21) THE Lessees shall not exhibit or allow to be exhibited any advertisement or placards or other mode of representation on above or within or outside the demised land and/or the factory or building or structure standing thereon or any part thereof without the prior written permission of the Trustees except name-boards and signboards of any nature relating to the business of the Lessees themselves subject to the Lessees complying with the Municipal, Police or any other Laws, Rules or Regulations for the same for the time being in force.

Exhibition of advertisement etc.

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(22) THE Lessees shall not on any account encroach or allow or suffer any encroachment to be made upon the land reserved as margin of safety alongside the Railway Siding and/or on the Railway track in any manner whatsoever nor shall they encroach or allow or suffer any encroachment to be made upon the road or any portion of the land surrounding the land hereby demised or upon any other land whatsoever. In the event of the Lessees committing a breach of any of the terms contained in this clause they shall, in addition to all other rights conferred on the Trustees under these presents, be liable to pay to the Trustees damages at such rate and for such period as the Land Manager of the Trustees shall in his absolute discretion think fit and proper. For the purpose of this clause the said Land Manager is to be deemed an Arbitrator appointed by the parties. PROVIDED ALWAYS that in the event of a breach of the covenants contained in this clause on the part of the Lessees to be observed the Lessees shall, in addition, hold the Trustees harmless and indemnified against any loss, damage, claims or actions whatsoever that the Trustees may be put to or the Trustees may in anywise incur in any way relating thereto or arising therefrom.

Indemnity.

AND the Trustees hereby covenant with the Lessees in manner following :—

(1) THAT they will at all times during the said term pay the owners' share of Municipal taxes payable in respect of the

Payment of owners' share of taxes.

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demised land but not any taxes in respect of the factories, buildings or structures that may hereafter be erected thereon by the Lessees.

(2) AND that the Lessees paying the rent hereby reserved and performing and observing each and all the several covenants, conditions and agreements herein contained and on their part to be performed and observed shall and may peaceably and quietly hold the demised land during the term hereby granted ~~or any extension thereof~~ without any lawful interruption or disturbance from or by the Trustees.

Peaceful holding
of the land by the
Lessees.

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(R) 465 1650

PROVIDED ALWAYS and these presents are upon the express condition that if the ^{premium and annual} ~~said monthly~~ rent and surcharge hereinbefore reserved or any part of such ^{premium and} ~~rent~~ and surcharge shall at any time be in arrear and unpaid for twenty ~~one~~ days after the same shall have become due (whether demanded or not) or if the Lessees shall at any time commit a breach of or fail or neglect to perform or observe any of the covenants, condition or agreements herein contained including the condition laid down in this clause and on their part to be paid, performed and observed of if the Lessees being an individual or individuals shall become insolvent or commit an act of insolvency or be adjudicated insolvent or enter into a composition or arrangement with his or their creditors or if the Lessees being a Company or corporate body shall go into liquidation or be wound up whether compulsorily or voluntarily (except for the purpose of amalgamation or re construction) or suffer any execution proceedings to be levied or a Receiver to be appointed in respect of any of their property and effects then and in any of such cases it shall be lawful for the Trustees to forth-~~with stop all railway booking facilities of the Lessees and it shall also be~~ lawful for the Trustees or any person duly authorised by them without notice at any time thereafter into and upon the demised land or any part thereof in the name of the whole to re-enter and the same to have again re-possessed and enjoyed as if these presents had not been made but without prejudice to any right of action or remedy of the Trustees in respect of any antecedent breach or non-performance or non-observance of any of the covenants and conditions by the Lessees herein contained.

Resumption of
the demise land
in default of rent
and for other
legal disabilities.

PROVIDED further and these presents are also upon the express condition that in the event of the demised land not being developed by the Lessees and/or put into use or utilised for the purpose for which the land is demised within the period of two years from the date of the lease, the Trustees shall be at liberty immediately thereafter to resume the demised land, after giving one month's notice in writing to the Lessees. In the event of any dispute or difference of opinion as to whether the demised land has

land has been developed and/or put into use or utilised for the purpose for which the land is demised, the decision of the Trustees' Chief Engineer shall be final and conclusive.

1. AND it is hereby agreed and declared that if the lease hereby granted shall not be determined under any of the provisions hereinbefore contained and if the Lessees shall be desirous of taking a new lease of the demised land for a further term of _____ years after the expiration of the aforesaid term of _____ years hereby granted and shall at least six calendar months before the expiration thereof signify such their desire by a notice in writing to the Trustees, the Trustees may on or before the expiration of the said term of _____ years PROVIDED ALL the covenants and conditions hereinbefore contained shall have been duly performed and observed by the Lessees upto that time, make and execute to the Lessees, all costs and charges thereof being payable by the Lessees, a new and effectual lease of the demised land for a further term of _____ years from the expiration of the said term of _____ years at such increased rate of rent upto the scheduled rent then in force as the Trustees may fix before the expiration of the term hereby granted and with and subject to the like covenants, conditions and provisions as are in and by these presents reserved and contained excluding /including the present proviso for renewal. AND Proviso for increased rate of rent and so on and subject to above and in like manner grant FURTHER PERIOD OF _____ YEARS RENEWAL (it being the intention that the Lessees shall be entitled subject as aforesaid to have _____ RENEWALS of this lease for periods of _____ years each and the Lease for the _____ renewal shall accordingly not contain this proviso for renewal).

Option clause.

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debashis chakrabarti I. A. S.
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AND it is also hereby agreed and declared that the Lessees may at any time prior to the expiration of the said term of thirty years or any renewal thereof or previous determination under the proviso for determination first hereinbefore contained remove at their own cost all factories or buildings or structures and fixtures, if any, erected or set up by or belonging to the Lessees on the demised land and all factories, buildings, structures and fixtures not so removed shall at the expiration or previous determination of the said term of thirty years or any renewal thereof as the case may be become the absolute property of the Trustees without payment to the Lessees of any compensation therefor whatsoever PROVIDED that on any such removal the surface of the demised land shall be restored and levelled by the Lessees at their own costs as it was at the time of this lease and to the satisfaction of the Trustees.

Transfer of the ownership of the Lessees' structures to the Trustees at the expiration of the term etc.

PROVIDED ALSO and It is hereby also agreed and declared that notwithstanding anything hereinbefore contained if this lease shall be Compensation.

Option clause.

determined by the Trustees by at least six months' notice in writing under the power in that behalf hereinbefore reserved the Lessees shall be entitled at any time after such notice and before such determination to give notice in writing to the Trustees requiring them to purchase all factories or buildings or structures and erections erected by the Lessees with the licence of the Trustees in writing as provided in clause 3 hereof and at the time of such six months' notice from the Trustees standing and being on the demised land and in case such notice shall be given the Trustees may if they so decide purchase such factories or buildings or structures and erections accordingly (but without any plant or machinery therein or elsewhere upon the demised land whether attached thereto or not) and in the event of the Trustees deciding to purchase the factories, buildings, structures, and erections as aforesaid the price to be paid thereof shall be assessed by the Trustees' Chief Engineer Provided however, and it is expressly agreed by and between the parties that in the event of the Trustees deciding to purchase as aforesaid if any dispute or difference shall arise between them as to the amount of the said price to be paid to the Lessees as aforesaid or as to the manner of ascertainment or calculation of the same, such disputes or differences shall be referred to the arbitration of two independent persons, one to be appointed by each party with power to the arbitrators to nominate an umpire before proceeding with such reference and this agreement shall be deemed to be a submission within the meaning of the Arbitration Act 1940 and the said arbitration proceedings shall be governed by the provisions contained in the said Act or any statutory modification thereof and the decision of such Arbitrators and/or Umpire, as the case may be, shall be final and binding on both the parties.

ATTN

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Tel (O) 247-2263, 24-Common Seal
(R) 478-1656

IN WITNESS WHEREOF the Trustees have hereunto caused their
Common Seal to be affixed and the Lessees have executed this lease the
day month and year first above written.

Transfer of the
ownership of the
Lessees' struc-
tures to the
Trustees at the
expiration of the
term etc.

GIVEN under the Common Seal of The
Board of Trustees of the Port of Calcutta
and duly signed in the presence

of Gour Ram

at 15, Strand Road, Calcutta.

89- H-S. Sarker

DEPUTY CHAIRMAN

Compensation.

(Seal)

Signed Sealed and delivered for and
on behalf of the above named Lessee viz
Falta Export-Processing Zone
by their Development Commissioner
Shri Sandip K. Hajra
in the presence of Shri C. R. Das,
Development Commissioner
at 7, Camac Street
Calcutta - 700017

Sh Sandip Hajra
S. K. Hajra J.A.S.
Development Commissioner
Govt. of India

Lessee

Witness: -

Sh. C. R. Das
Development Commissioner
Falta Export Processing Zone.

THE SCHEDULE HEREINBEFORE REFERRED TO:

The said Piece or Parcel of Land measuring
105.00 acres (or 4,24,920.00 square metres) or
thereabouts more particularly delineated on Plan
no L.M. 53 Km hereto annexed and therein shown
in green border is situated at Falta known as
the Trustees' Spoil Dump no I in Mouza Bishra
G.L. no 1 and Mouza Simulberia G.L. no 2
Police Station Diamond Harbour District
24-Parganas (South) Registration District Alipore.

Sh. Sandip Kumar Hajra
S. K. Hajra J.A.S.
Development Commissioner
Falta Export Processing Zone
Ministry of Commerce
Government of India

Seal Printed by:-

Loyal Press

111, Ramnath Majumdar
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Seal written, as per approved
Calcutta Port Trust by Shyam Sunder Bhattacharya
Clerk. C.P.T.

LESSEE
S. K. Hajra J.A.S. Development Commissioner
Falta Export Processing Zone
Ministry of Commerce
Government of India
SURVEYED BY
TRACED BY
PASSED BY

DRG NO. L.M. 53
SCALE - 1:1000
DATE - 20-1-87