



LONG TERM LEASE DEED

THIS DEED OF LEASE made this ____ day of _____, **Two**
Thousand and _____ **BETWEEN WEST BENGAL SMALL INDUSTRIES**
DEVELOPMENT CORPORATION LIMITED, a Government Company within the
meaning of Section 2(45) of the Companies Act, 2013, having its office at Silpa
Bhavan, 31, Black Burn Lane, 2nd Floor, P.S. & P.O. - Bowbazar, Kolkata- 700 012
hereinafter referred as the “**LESSOR**” (which expression shall unless excluded by or
repugnant to the subject or context be deemed to include its successors, successors-
in-interest and assigns) of the **ONE PART AND**
_____, a company incorporated
under the Companies Act, 1956 (or Companies Act, 2013) / a partnership within the
meaning of the Indian Partnership Act, 1932/ a LLP within the meaning of Limited
Liability Partnership Act, 2008/ a private trust within the meaning of the Indian Trusts
Act, 1882* and having its registered office/ office at
_____ **OR**
_____, son of _____,
residing _____ hereinafter referred to as the “**LESSEE**”
(which expression shall unless excluded by or repugnant to the subject or context be
deemed to include his heirs, executors, administrators, representatives and permitted
assigns) of the **OTHER PART**.

WHEREAS:

- A. The Lessee had applied to the Lessor for allotment and grant of lease of the demised premises, defined hereunder, at SCHEDULE 'A' for the purpose of setting up of its business as a micro/small/ medium enterprise thereat.
- B. The Lessor upon consideration of the application of the Lessee has agreed to grant to the Lessee a lease of ALL THAT the demised premises containing an area measuring _____ (covered) and _____ (uncovered) more or less (hereinafter the demised premises) for the purpose of setting up of its business thereat on the terms and conditions contained in its Provisional Offer Letter of Allotment No. _____ dated _____ and Formal Offer Letter of allotment letter No. _____ dated _____ /Offer of Transfer letter/ Offer of Conversion letter No. _____ dated _____ as hereinafter contained.
- C. The Lessor has delivered permissive possession of the demised premises to the Lessee on or about _____ and since then the Lessee is in possession of the same or simultaneously with the execution of this Deed of Lease, the Lessor has delivered possession of the demised premises to the Lessee.
- D. The Lessor is seized and possessed of the demised premises intended to be demised unto the Lessee and has agreed to grant a lease unto the Lessee of the demised premises for a period of _____ years from _____ to _____ from the date of Formal Offer Letter of allotment letter No. _____ dated _____ /Offer of Transfer letter/ offer of


(3)

Conversion letter No. _____ dated _____ or the date of delivery of possession of the demised premises to the Lessee, whichever is earlier, with an option for renewal and on the terms and conditions hereinafter contained.

NOW THIS DEED OF LEASE WITNESSETH as follows:

1. In consideration of a Long Term Lease premium and/or Transfer Fees/ conversion charges of Rs. _____/- (Rupees _____) only paid by the Lessee to the Lessor at or before the execution of these presents the receipt whereof the Lessor doth hereby admit and acknowledge and of the covenants and conditions hereinafter contained and on the part of the Lessee to be paid observed and performed the Lessor doth hereby demise unto the Lessee **ALL THAT** the piece or parcel of premises measuring _____ (covered) _____ (uncovered) cottahs /Sft more or less, comprised in R.S. Dag Nos. _____, J.L. No. _____ Mouza _____/ P.S. _____ Dist. _____ Pin. _____ Premises No. _____ ward no _____ Under _____ Municipality / Corporation P.S _____ Dist. _____ Pin. _____ Plot/ FRS /Stall /Shed bearing No. _____ more fully described in the **SCHEDULE 'A'** hereunder written and delineated in the map or plan hereto annexed and thereon bordered red and hereinafter referred as the “**demised premises**” **TO HAVE AND TO HOLD** the same unto the Lessee for a period commencing from _____ (**EFFECTIVE DATE**) to _____ **YIELDING AND PAYING THEREFOR.**

a) Whereas the “demised premises” shall mean and include, the following –

(4)

- i) a tract of open or vacant land / plot
- ii) a parcel of open or vacant land / plot and the improvements on it in the form /nature of a building, store, stall, built-up space, shop, apartment, shed, detached garage, car parking space or other designated structure
- iii) plot / land / shed including its buildings / built up spaces / structure, if any
- iv) a building, store, stall, built up space, shop, garage, flat, apartment, shed, cabana, detached garage, car parking space or other designated structure
- v) a building / built up spaces, shop, stall, shed together with its grounds / land / plot or other appurtenances .

2. And the Lessee doth hereby covenant with the Lessor as follows :-

- a) To pay and discharge all existing and future municipal / panchayat rates, taxes, assessments, impositions and outgoings whatsoever which now are or during the said lease term shall be imposed or charged upon the demise or the demised premises and which may be payable by the lessee or occupier thereof in respect of the demise hereby created.
- b) To undertake at its own costs, the construction of the buildings / sheds / structures on the demised premises in accordance with the sanctioned building plan and applicable building rules.
- c) To submit a program /schedule of commencement and completion of construction of building /shed / structure (in case of allotment of plot / land) or preparation of the shed / built up space (in case of built up space / shed) for making it ready for commercial operation / production

within 60 days from the date of these presents or from the date of possession, whichever is earlier. On justifiable reasons beyond the control of the Lessee, the Lessor may in its sole discretion allow extension of time to submit such programme as decided in its sole discretion for submission of such programme /schedule. The Lessor shall consider the programme and be entitled to suggest changes in the programme schedule which shall be incorporated by the lessee in the final programme/ schedule to be drawn up for the lessor's approval. Once approved by the Lessor, the Lessee shall commence work in terms of the approved programme / schedule and shall comply with the programme/ schedule of work as finally approved by the lessor and start construction in case of plot / land within 6 (six) months and in case of a shed / stall / shop / built-up space etc. to start the preparatory work within 3 (three) months from the date of the execution of the Deed of Lease or delivery of possession, whichever is earlier, in order to make the demised premises ready for starting manufacture / production/ commercial activities. If there is any delay in starting the construction or starting the preparatory work, on justifiable reasons beyond the control of the Lessee, the Lessor may allow such extension as deemed fit by the Lessor in writing. The construction or preparation of the demised premises shall include installation of plants, machineries and equipments and all that is necessary for commencement of commercial operation /production.

- d) Completion of construction work: In case of a plot / land, the construction shall be completed within 2 years and in case of a shed /

stall / built-up space, the construction / preparation shall be completed within 1 year from the date of execution of the Deed of Lease or delivery of possession, whichever is earlier. If there is any delay in completion of the construction or the preparatory work, on justifiable reasons beyond the control of the Lessee, the Lessor may allow such extension as deemed fit and proper.

- e) Commencement of business / commercial operation / production: To start its business / commercial operation / production from the demised premises within 30 months in case of a plot / land and within 18 months in the case of a shed / stall / built-up space from the date of execution of the Deed of Lease or delivery of possession, whichever is earlier. If there is any delay in commencement of business/commercial operation / production from the demised plot, on justifiable reasons beyond the control of the Lessee, the Lessor may in its sole discretion allow such extension as deemed fit. If the Lessee keeps the demised premises or a portion more than 50% of the area of the demised premises unutilized for a period of more than 18 months beyond the last date from commencement / operation / production from the demised plot, the Lessor will be entitled to resume the entirety of the demised premises free from all encumbrances treating the lease as determined.
- f) To pay water charges including installation fee and meter charges directly to the Municipality / Municipal Corporation / Panchayat in the event of being a direct consumer and to the Lessor or any Society / Association formed for maintenance of common facilities in case, the

water is being supplied by the Lessor or such Society or Association. The Lessor will not be liable for non-supply of water by the Municipality / Panchayat.

- g) To become a member of the Society or Association formed for maintenance of common facilities of the units / allottees. The Lessor shall not have any obligation to pay, bear any cost or expenses for maintenance and upgradation of the demised premises. In case there are more than one Association or Society formed by the lessees, the Lessor shall have the right to recognize only one of them having majority of the members and registered with the competent authority
- h) The Lessee shall be liable to be evicted following the provisions of the West Bengal Govt. Premises (Tenancy Regulation) Act 1976 or any other law for the time being in force at the discretion of the Lessor without prejudice to the Lessor's right to proceed against the Lessee for any antecedent breach of the Lease and to initiate proceedings against the Lessee under the Bengal Public Demands Recovery Act, 1913 to realize all outstanding amounts and/or recover the same as arrears of land revenue.
- i) To comply with and follow all applicable laws, rules and regulations for construction and the use, enjoyment and possession of the demised premises and the business to be carried out there from [including but not limited to the Land Use Development and Control Plan (LUDCP) / Development Control Regulations of Kolkata Metropolitan Development Authority for the Kolkata Metropolitan Area or part thereof or the applicable Building Rules of the jurisdictional Municipal

Corporation / Municipality / other Local Authority] and to be solely answerable and responsible for all breaches and /or defaults in compliance thereof and to keep the Lessor saved harmless and indemnified for all losses claims and demands which the Lessor may suffer or be put to by reason of any breach or alleged breach of the aforesaid covenant.

- j) To obtain at its own cost all permissions and licences which may be necessary to run the project for which the demised premises has been demised unto the Lessee and observe and perform all laws, rules and regulations which may be required to be observed and performed by it, at its own costs and responsibility keeping the Lessor saved harmless and indemnified in this regard.
- k) To arrange for and establish a scientific process for the collection of garbage, refuse and sewage generated from the demised premises and / or from the shed / stall / building to be constructed on the demised premises in accordance with applicable law, rules and regulations.
- l) To install necessary pollution control equipments and facilities and obtain necessary periodical clearances in this regard from the applicable authorities.
- m) To ensure that the quality of effluents, if any, generated from the demised premises shall conform to the norms laid down by the West Bengal State Pollution Control Board and to discharge all effluents in accordance with applicable laws, rules and regulations.

- n) To keep the demised premises clean and free from all sorts of nuisance and not allow accumulation of water which is or can be a health risk or unhygienic, on it at any time.
- o) To keep all structures to be erected on the demised premises in good and tenantable repairs and condition and to maintain the same in good repair and condition.
- p) To allow the Lessor, its agents and servants with 24 hours previous notice in writing to enter into and upon the demised premises and inspect the condition thereof and give or leave notice of any defect in such condition which the Lessee shall be liable to make good within 15 days after such notice has been given or left.
- q) To make regular payments for consumption of electricity, water and other services supplied to the demised premises and to keep the Lessor saved and harmless in this regard. In the event there are any amounts outstanding with respect to water or electricity consumed or any other liabilities in connection with the demised premises on the expiry or sooner determination of this Deed of Lease, the Lessee shall be liable to make payments for the same to the provider of the facility notwithstanding the expiry or determination of this lease.
- r) To execute to the satisfaction of the Lessor, all such works and observe and perform all such rules and conditions which shall appear to the Lessor or to the sanitary authorities of the State to be necessary or desirable in order to keep the demised premises in good sanitary order and condition.

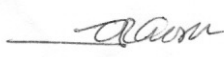
- s) To preserve intact the boundaries of the demised premises (when the demised premises is land / plot) and to keep them well demarcated with boundary walls, pillars or fencing according to the requisition from time to time as may be made by the Lessor and to point them out when required by the Lessor to any officer duly authorized by the Lessor in writing to inspect them. Should any boundary mark be missing, the Lessee shall report the fact to the Lessor. The Lessee shall maintain such boundary walls, pillars or fencing in good and proper condition during the term of this lease.
- t) To allow any person authorised by the Lessor to inspect, repair and clean sewer lines and manholes or to do any other works in connection therewith, within the demised premises without any obstruction or hindrance by the Lessee or by any of its employees / agents / tenants.
- u) To make all arrangements for security, fire fighting and fire safety and all necessary civic facilities and amenities including carrying out regular maintenance and replacement of electrical wirings installations and appliances as may be required for preservation and protection of the demised premises at its own cost and to the satisfaction of the Lessor.
- v) Not to use or allow the demised premises or any part thereof or any construction thereon to be used for any purposes other than the purposes for which the same has been demised unto the Lessee, namely for the purpose of setting up _____ thereat without the prior consent of the Lessor in writing.

- w) Not to use or permit the demised premises same to be used for residential purposes (except to the extension of providing accommodation to durwans, night guards and watch and ward staff) or for any purpose other than that for which the demised premises is let out as mentioned and described in this present.
 - x) Not to carry out any new construction / addition / alteration within the demised premises except by itself and at its own cost after getting permission in writing from the Lessor provided that the plan for such work is also approved / sanctioned by the competent authorities according to extant laws and regulations.
 - y) Not to sub-divide the demised premises.
 - z) Not to amalgamate the demised premises or any part thereof with any other plot or plots of land without the prior permission of the Lessor when the demised premises is land / plot,.
- 3 Not to remove any earth from the demised premises for any purpose other than for the purpose for which the land is settled, which earth should be used for refilling of trenches excavated for construction and not to cause any damage or depreciation to the demised premises when the demised premises is land / plot.
- a) Not to bring in or store or allow to be brought in or stored in the demised premises any inflammable combustible or explosive substance or any hide, skin or other articles likely to injure or damage the demised premises and /or the structures constructed thereon and not do or allow to be done on the demised premises anything that may

deteriorate the value of the demised premises or injure the same in any way, except in accordance with law.

- b) Not to allow the demised premises or any construction thereon or any part thereof to be used as a place of public worship or burial and not allow any shrine, temple, mosque, church or any other kind of place of worship to be erected thereon or any part to be used for the said purposes when the demised premises is land / plot.
- c) Not to sub-lease, assign and /or transfer its right or interest in the demised premises or in any part thereof or in the structures thereon or part thereon without previous consent in writing of the Lessor PROVIDED HOWEVER that the Lessee may be allowed by the Lessor at its discretion on sufficient grounds to sub lease, assign and /or transfer its leasehold right for the unexpired period of the lease in the constructed spaces on the demised premises or the demised premises itself, on payment of such transfer fees and / or service charges as may be fixed from time to time by the Lessor PROVIDED FURTHER that the sub-lessee or transferee shall utilize the constructed spaces on the demised premises, or the demised premises itself, for a purpose broadly in conformity with the purpose of the original lease. The decision of the Lessor in this regard shall be final and binding and shall not be subject to challenge. In case of sub-leases or assignments without the written consent of the Lessor, the leasehold right of the Lessee shall be liable to be determined and the Lessee and all persons claiming under the Lessee will be liable to make over, without any claim for compensation for the structures or otherwise, possession

of the demised premises with all buildings thereon as may be standing at that time to the Lessor. Save as provided herein, the Lessee will not be entitled to transfer or assign the demised premises with all buildings thereon as may be standing at that time to the Lessor. Save as provided herein, the Lessee will not be entitled to transfer or assign the demised premises or part thereof or any construction erected thereon or any part thereof by way of sale, mortgage or otherwise. The demised premises also cannot be bequeathed by Will except to a member of the Lessee's family, the word "family" having the same meaning as ascribed to it in the Code of Civil Procedure, 1908 and such family member shall be deemed to be considered as the Lessee by the Lessor, upon such person having made payment of the requisite service charges fixed for change of name by the Lessor. A transfer or assignment which is restricted hereby shall also include transfer or assignment by way of amalgamation, reconstruction or any other mode or manner by which the leasehold interest of the Lessee is whether due to its voluntary or an involuntary act, transferred to any other person, without the consent in writing of the Lessor first had and obtained PROVIDED THAT the Lessee shall have the right to mortgage or charge the leasehold interest in the demised premises or building erected or to be erected thereon in favour of a bank or financial institution after obtaining No-objection from the lessor.

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- d) Not to change the classification of the demised premises to any purpose other than the purpose for which the lease is granted without the prior consent of the Lessor in writing when the demised premises is land / plot.
- e) No transfer of allotment /lease hold right should be allowed within 05 (five) years from the date of Formal offer of Allotment/ Offer of Transfer/Offer of Conversion letter, as the case may be.
- 4) Not to encroach or allow or suffer any encroachment to be made upon the adjoining roads or any portions of lands surrounding the demised premises or upon any other adjoining land whatsoever. In the event of the Lessee committing a breach of any of the terms contained in this clause, the Lessee shall in addition to all other rights conferred on the Lessor under these presents including right to terminate this Deed of Lease, be liable to pay to the Lessor, damages at such rate and for such period as the Lessor may in its absolute discretion think fit and proper PROVIDED ALWAYS that in the event of a breach of the covenants contained in this clause on the part of the Lessee to be observed the Lessee shall, in addition, hold the Lessor harmless and indemnified against any loss, damage, claims or actions whatsoever that the Lessor may be put to or the Lessor may in anywise incur in anyway relating thereto or arising therefrom when the demised premises is land / plot.
- 5) Not to open or work or dig any quarries for clay, gravel or sand, in upon or under the demised premises at any time during the term of this lease and the Lessee agrees that the Lessor reserves the right to all

minerals in the demised premises together with such rights of way and any other reasonable facilities as be requisite for mining, gathering and carrying away such minerals PROVIDED THAT the Lessee shall be at liberty to dig pits and make other excavations for the purpose of foundations for permanent buildings/structures when the demised premises is land / plot.

- 6) Not to claim any damage or compensation for delay in providing any infrastructural facility such as sewerage connection, water supply, electricity connection for the demised premises or for any other similar cause.
- 7) To allow the Lessor at all reasonable hours to enter upon and inspect and examine the demised land or any portion thereof as and when the Lessor feels necessary and also for the purpose of constructing, laying, altering, repairing or maintaining any water course, drains, pipes or electric wires in connection with any adjoining property and by reason of such repairing, laying, altering etc., the Lessor shall not be liable to pay any compensation to the Lessee if the Lessee should suffer any damage or inconvenience.
- 8) Not to do or cause to be done in or upon the demised premises or any part thereof or in the building that may be erected thereon, any act or thing which shall or may be or become a nuisance, damage, annoyance, inconvenience or danger to the demised premises or to the owners or occupiers of any adjoining or neighbouring land or premises when the demised premises is land / plot.

- 9) To do all repairs including rolling shutter, if any, white or colour wash, painting and other necessary acts to keep the demised premises in good condition.
- 10) To deliver to the Lessor, upon the termination or earlier determination of lease, of the vacant possession of the demised premises in an undamaged condition by removing within 30 days therefrom at its own costs, all movable assets, plants, machineries and equipments constructed, created and brought in by the Lessee therein or any part thereof within the time as prescribed by the Lessor. In case of default in vacating the demised premises, the Lessor may at its own cost and efforts dispose of the materials, equipments, etc. from the demised premises and claim the cost of such removal from the Lessee. The Lessee will also be liable to pay compensation at a rate to be decided by the Lessor till delivery of vacant possession to the Lessor.
- 11) To make arrangements for obtaining electricity from WBSEDCL/Calcutta Electric Supply Corporation /concerned authority. The Lessor has no obligation to provide electrical power connection.
- 12) To pay annual maintenance charges to the Lessor till the maintenance and upgradation work is taken over by the concerned Society or Association and to pay such annual maintenance charges in advance. Rate of such Annual Maintenance charge will be determined by the lessor time to time.
- 13) Not to make or permit any Society or the Association set up by it along with other lessees for maintenance of common facilities, to make any

material alteration to the demised premises and such areas reserved as common areas unless approved/sanctioned by the Lessor and in the event of such additions/alterations/upgradations are permitted, the same shall be made by such Society or Association at its costs, expenses and on such terms and conditions as may be imposed by the Lessor. Such additions or alterations shall in all cases become the property of the Lessor and such Society or Association shall not be entitled to any contribution by the Lessor or to any compensation for the same.

14 The Lessor hereby covenant with the Lessee as follows:-

- a) The Lessee shall be provided with all available facilities in respect of sewerage connection, water supply, electricity connection, road and other amenities as may be available to other lessees in respect of other plots of land /sheds/ stalls/ built-up spaces at _____ of the Lessor PROVIDED that the Lessee at its own cost shall have to take connection thereof .
- b) The Lessor and Lessee hereby agree and covenant with each other as follows:-
 - i. The Lessee will have the right to apply for renewal of the lease for a similar term by writing to the Lessor on terms and conditions as may be decided by the Lessor at the time of renewal. The granting of permission of such renewal is at the sole discretion of the Lessor and strictly on case to case basis.

- ii. That on the expiry of the term of this Lease, subject to the Lessee complying with the terms of the Deed of Lease, the Lessee shall have an option for renewal thereof (which option the Lessee must exercise by providing prior six months notice in writing) for a like term on such terms and conditions as to payment of premium and rent or otherwise as the Lessor may decide and upon such renewal being agreed, the Lessor shall execute and cause to be registered in favour of the Lessee, a Deed of Lease in respect of the demised premises. However, the tenure of lease will be considered by the Lessor.
- iii. Notwithstanding anything contained in this Deed of Lease, the Lessor shall have the right to terminate the lease, if the Lessee fails to adhere to any of the above mentioned time schedules more fully stated in clauses mentioned above by a notice in writing calling upon the Lessee to cure the defect within 30 (thirty) days from the date of notice, in breach whereof the lessor shall have the right to determine this lease following appropriate procedure. The lessee, apart from obtaining necessary sanctions of plans, clearances from Pollution Control Board, or any no-objection Certificate for Bank Loan permission /sanction required for undertaking such construction or production or business shall be the sole responsibility of the Lessee and any delay due to any reasons whatsoever in obtaining the same will not be a ground for not adhering to the above mentioned schedules. No further

certificate of No-objection required from lessor for Electricity/ pollution/ water connection /new construction of shed etc.

- iv. That any demand for payment or notice requiring to be made upon or given to the Lessee shall be sufficiently made or given if sent by the Lessor to the Lessee at the address of the demised premises or sent by registered post/ speed post addressed to the Lessee at the demised premises or to its last known address and that notice requiring to be given to the Lessor shall be sufficiently given if delivered at or sent by registered post / speed post addressed to the registered office of the Lessor. All changes of address of the Lessee shall be communicated by the Lessee to the Managing Director of the Lessor in writing within a reasonable period of its change.
- v. That any relaxation and indulgence granted by the Lessor to the Lessee shall not in away prejudice the rights of the Lessor under this Deed of Lease.
- vi. That the failure of the Lessor to enforce in any one or more instances, performance of any of the terms covenants and conditions of these presents shall not be construed as a waiver or relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term condition and covenant and such failure shall not in any way affect the validity of this Deed of Lease or the rights and obligations of the parties hereto. The Lessee agrees that a waiver of any term or provision hereof may



only be made by a written instrument of modification of lease executed by both parties hereto.

- vii. That any statutory powers as may have been or will be conferred upon the Lessor shall automatically apply to the demised premises and provisions in that respect shall be deemed to have been incorporated in these presents by way of reference and the Lessee is deemed to have constructive notice thereof.
- viii. That terms and conditions of the lease shall be subject to changes of policy of the Lessor from time to time and the Lessee shall abide by the same.
- ix. If the Lessee 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 its creditors or if the Lessee being a company or corporate body shall go into liquidation or be wound up whether compulsorily or voluntarily (including 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 properties and effects or there is a change of constitution thereof without the written approval of the Lessor or notwithstanding anything in these presents contained, if the Lessee is in breach of any of the terms, conditions and covenants contained in these presents and on its part to be paid observed or performed and the Lessor calling upon the Lessee to rectify the breach complained of and such breach not being cured it shall be lawful for the Lessor or any person duly

authorised by it without any further notice at any time thereafter to treat this demise as determined and to re-enter into and upon the demised premises or any part thereof and the same to have again re-possessed and enjoyed as in its former estate and without being liable to pay any cost or compensation for the demised premises or the buildings or structures thereon which shall vest in the Lessor on such termination and notice of resumption, but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach or non-performance or non-observance of any of the covenants and conditions by the Lessee herein contained.

15 Change in the constitution of the Lessee:

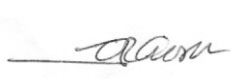
- a) Any application for written permission to continue with the lease upon change in constitution would be considered only subject to the condition that the Lessee shall continue to remain a micro/small/medium enterprise and no change in the character of the demised premises and usage pattern shall be made in subsequent stages without prior written permission of the Lessor. It is mandatory on the part of the Lessee to inform their Business Registration Number and other details to the Lessor from time to time. In all cases of change in the constitution of the Lessee, the matter will be considered at the discretion of the Lessor and the decision of the Lessor in this behalf will be final, conclusive and binding on the Lessee.
- b) In case of transfer outside the family, applicable transfer fees will be charged by the lessor where family means husband/ wife/ son(s)/ daughter(s). No transfer fee will be charged but service charges as

determined by the Lessor and prevalent at the time of allowing such change will be charged if the transfer takes place to the legal heirs after death of the Lessee or to a person within the family during the lifetime of the Lessee.

- c) Where the Lessee is a partnership firm, the name of all the partners and the shares of each of them must be incorporated in the Deed of Lease in Schedule 'C' hereunder. Any application for written permission to continue with the lease upon change in partners will be considered at the discretion of the Lessor subject to payment of service charge as may be determined by the Lessor from time to time. However if such change in partners results in change of more than 50% share in ownership of the partnership firm, the matter will be treated as a transfer case by the Lessor and transfer fee as may be determined by the Lessor from time to time will be levied in addition to service charges. However, if the aforesaid change in partnership share results in substitution of members of a family, then only service charges will be levied instead of transfer fees.
- d) Where the Lessee is a company, the shares of each of Stake Holder must be incorporated in the Deed of Lease in Schedule 'C' hereunder. Any application for written permission to continue with the lease upon change in shareholding pattern will be allowed at the discretion of the Lessor subject to payment of service charges as may be determined by the Lessor from time to time. However, if such change in shareholding pattern results in change of ownership of more than 50% shares of the Lessee company, the matter will be treated as a transfer

case and transfer fee as may be determined by the Lessor from time to time will be levied in addition to service charges. However, if the transfer of shares takes place in favour of the members of a family, only service charges will be levied instead of transfer fees. Moreover, acquisition of any control directly or indirectly of the Board of Directors of the Lessee by any person either by himself or together with any person or persons acting in concert with him shall constitute a change in constitution / control requiring prior written approval of the Lessor. Any change in the Board of Directors will be allowed at the discretion of the Lessor subject to payment of service charges as may be determined by the Lessor from time to time. However, if such change in Board of Directors results in change of constitution / control by more than 50% (in other words, if more than 50% of the directors are changed since the effective date) of the Lessee, the matter will be treated as a transfer case and transfer fee as may be determined by the Lessor from time to time will be levied in addition to service charges.

- e) Where the Lessee is a trustee, name of each Trustee Member must be incorporated in the Deed of Lease in Schedule 'C' hereunder. Any application for written permission to continue with the lease upon change in the trustees and / or beneficiaries will be allowed at the discretion of the Lessor subject to payment of service charges as may be determined by the Lessor from time to time. However, if such change results in change of more than 50% trustees and / or beneficiaries, the matter will be treated as a transfer case and transfer



fee as may be determined by the Lessor from time to time will be levied in addition to service charges.

- f) That if it is found that the lease of the demised premises has been obtained by the Lessee by misrepresentation or fraud, the Lease shall stand determined and the Lessor shall be entitled to its rights to repossess.
- g) That in the event of the demised premises or any part thereof or any structure thereon being materially damaged or destroyed by earthquake tempest or other act of God or any irresistible force or fire not caused by any act or neglect on the part of the Lessee so as to render the demised premises or any part thereof substantially and permanently unfit for the purpose for which it has been let, this lease shall at the option of the Lessee be void.
- h) That in case of any dispute in the interpretation of any of the clauses of the terms and condition contained in this Deed of Lease, the decision of the Lessor shall be final and binding. Same without prejudice and in addition to all other rights and remedies of the Lessor under these presents.
- 16) The Lessee shall pay/reimburse and discharge the land revenue / cess or rent, taxes payable in respect of the demised land and in respect of the factories, buildings or structures thereon to the State of West Bengal and other Govt./statutory authorities. If payment is not made within time specified, the Lessor shall charge a penal interest @ 12% per annum on the bill amount.
- 17) The Lessee shall observe, perform and comply with the requisitions as may from time to time be made by the State Government and/or the Lessor or any other authorities in respect of said Land.
Lessee shall keep the space clear from all sorts of waste, garbage causing nuisance of any kind and free from pollution and sufficient

protection and preventive measures must be taken so as to avoid any accumulation of water and poisonous gas and other dangerous obnoxious/hazardous materials within or around the premises and also to keep adequate safety measures for prevention of fire in and around the demised Land and to observe all norms guideline, rule & regulation of Fire Safety. Issued by the Fire & Emergency Services Deptt., Govt. of W.B. as amended from time to time.

The Lessee shall keep the Lessor indemnified against all actions, claims, demands and expenses on account of performance and non performance by the Lessee of any of the terms, conditions or stipulations of this agreement.

- 18) The provisions of this deed will be guided by the Transfer of property Act, West Bengal Government Premises (Tenancy Regulation) Act. 1976, Bengal Public Demands Recovery Act. 1913 and any other Laws wherever appreciable.
- 19) The Lessee shall be responsible for compliance with all statutory obligations under all the relevant Acts and Laws of land.
- 20) After expiry of the lease period of the demised property mentioned in Schedule 'A', the lease hold property stand determined with the efflux of time and the lessee will hand over the peaceful vacant possession of the said demised property to the Lessor. If the parties herein agree to renew the lease of the demised property mentioned in Schedule 'A', then the fresh lease deed in respect of the demise of property mentioned in Schedule 'A' will be executed between the parties on fresh terms and conditions which will prevail at the time of renewal and the fresh lease deed should be registered. In case failure to deliver such vacant possession, the lessee shall be liable to pay compensation to the Lessor at the market value till delivery of vacant possession and the market rate shall be determined by the Board of W.B.S.I.D.C. / Competent Authority from time to time.
- 21) **Notwithstanding** anything contained hereinabove, the Lessor shall have the right to revoke the lease at any time during the tenure of the lease after giving three months notice to the lessee in the interest of the Public / Government.
- 22) **Notwithstanding** anything hereinabove contained, in the event of the Lessee's failing to remove all movable properties, plants, machineries and equipment within three months from the date of termination/eviction or sooner determination of the demise properties as aforesaid. In case of failure to determine possession to the Lessor the Lessee is liable to pay mewe Profits for un-authorized occupation as decided by the Prescribed Authority. All such structure sheds, plants, machineries and equipments constructed or lying on the demised land shall vest upon the Lessor free from any liability for payment or any compensation in respect thereof and the Lessor shall be entitled to deal with the demised land together with all structures, sheds, plants, machineries and equipments in such manner as Lessor think fit and proper as full owner thereof.

- 23) The 'Deed of Lease' after registration shall remain at the custody of the Lessee. A certified duplicate copy of the deed shall be at the custody of the Lessor. The cost of preparing, stamping and registering and the certified copy of the Deed of lease shall be borne by the Lessee.
- 24) In case of failure to comply any of the clauses mentioned herein before on part of the lessee, the lessor shall have theright to determine this lease and enter into the premises.

THE SCHEDULE ABOVE REFERRED TO 'A'

ALL those premises **being No** _____ in the Industrial/ Commercial Estate having an area(covered) and(uncovered) about and being part of Industrial / Commercial Estate within the..... Municipal Corporation/ Municipality/ Panchayat area of Ward No. Khatian No. J. L. No.Mouza name P.S. P.O In the district of and particularly delineated in the map or plan annexed hereto and thereon marked as Plot No./Shed No./ Stall No./ FRS No./ Building Space No. and coloured red, butted and bounded by as follows.

On the North :

On the East :

On the South :

On the West :



Schedule - B

(Schedule of Payment)

Paid through Banker's Cheque/ Manager's Cheque/ Pay Order/ Demand Draft

No. _____ dated _____ drawn on _____

_____ (Bank) _____ Branch
or through NEFT/ RTGS on _____ (date) on _____
(Bank) _____ Branch (Rupees _____
_____) only.

Schedule - C

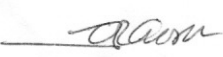
[Details of Partners / Stake holders/ Trustee Members]

**Name of the Partner/ Stake Holder
/ Trustee Member**

- 1.**
- 2.**
- 3.**
- 4.**

**Shareholding Pattern (not in
case of Trustee Member)**

- 1.**
- 2.**
- 3.**
- 4.**


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

SIGNED AND DELIVERED

By the LESSOR in presence of:

Witness:

The common seal of the lessee if it is a Company, has hereto affixed in Pursuance of the Resolution its Board dated _____ and these presents have been signed on behalf of the Lessee/ Transferee by

(Common Seal)

Shri.

SIGNED, SEALED BY THE LESSEE

..... (Designation)

In the presence of:

Of Lessee / Transferee in the presence of :-

Witness:

1) Name

Full Address

2) Name

Full Address