

SHORT TERM LEASE DEED

THIS INDENTURE OF LEASE made this _____ day of _____ in the year _____

BETWEEN

THE WEST BENGAL SMALL INDUSTRIES DEVELOPMENT CORPORATION LIMITED, A Company registered under the Companies Act, 1956 having its registered office at 31, Black Burn Lane, P.S. Bowbazar, in the city of Kolkata-700 012, hereinafter referred to as the "LESSOR OR WBSIDCL" (which expression unless excluded by or repugnant to the context shall include its successors, successor in interest and assigns) of the ONE PART.

AND

..... hereinafter called the "LESSEE" (which expression unless excluded by or repugnant to the context shall include his/her heirs, administrators, executors, successors and permitted assign) of the OTHER PART.

WHEREAS the Lessor of the demised property mentioned in schedule 'A' herein for the purpose of developing, assisting and encouraging growth of small industries within the State of West Bengal has set up Industrial/Commercial Estate on the premises which is hereinafter more particularly described in the Schedule hereunder written and whereas the lessee has applied to the Lessor to grant the Lease of premises, hereditaments, land moré fully mentioned and described in the Schedule hereunder for the purpose of carrying on the business as S.S.I. unit for doing and the Lessor has agreed to grant and demise the said premises, hereditaments, land on terms and conditions hereinafter expressed :-

NOW THIS DEED WITNESSETH AS FOLLOWS:

A. In consideration of the rent hereby reserved and refundable interest free Security Deposit of Rs.

() only made by the Lessee and the said security deposit to be refunded by the lessor to the lessee after expiry of the lease deed and of the covenants hereinafter contained, the Lessor do hereby grant the demise unto the Lessee ALL THOSE the premises, tenements, hereditaments' land (hereinafter called the 'demised premises') more particularly mentioned & described in the schedule hereunder written and delineated in the map or plan annexed hereto & thereon colored red TO HAVE AND TO HOLD the same for a term of 15 (fifteen) years from the _____ day of _____ to the _____ day of _____ at rental of Rs.....per month plus Service Taxes as applicable.

YIELDING AND PAYING THEREFOR to the Lessor without any deduction or abatement the rent of Rs. (Rupees) only per month of the tenancy payable by the 7th day of each month for the **first 3 (three) years and 10% increase of rent for every 3 (three) years term over the preceding rate of rent as per schedule 'B' annexed herewith.**

B. The Lessee to the indent agrees that the obligation shall continue throughout the term hereby created, covenants with the Lessor as follows :-

- i) To submit programme of commencement of production within 90 days from the date of these presents or within such period as may be extended by the Lessor in writing. To take possession of the leased premises within 60 days of the execution of the lease deed. To comply with the programme of work as

approved by the Lessor and to start construction in case of plot holders within 12 months and in case of shed to start manufacture/production within 6 (six) months from the date of possession or within such time as may be extended or allowed by the Lessor in writing. Further, in case of construction, the same shall be finished within 2 years from the date of date of execution of Lease Deed or within such time as may be extended or allowed by the Lessor in writing. In default thereof the lease will be determined.

- ii) The first of such payment for full month or a prorated amount of rent for any broken period of lease less than a month will be according to English Calendar payable at the time of taking of possession of the demised premises.
- iii) To pay the reserved rent at the time and in the manner aforesaid without any deduction whatsoever and in default thereof the lessee shall pay simple interest at the rate of 12% (twelve percent) per annum from the due date till realization. The Lessee shall be bound to pay the occupiers share of Municipal Taxes. If any penalty is imposed by the Municipal Authority for non-payment of tax in time by the Lessee, then the Lessee shall be bound to pay the penalty. If the lessee fails to pay rent and municipality taxes or penalty in time, then the lease shall be determined from the date of such failure at the discretion of the Lessor.
- iv) To take immediate steps for Mutation before the Municipality/Corporation/Panchayet for having a separate unit No and to bear all rates/taxes and other imposition of the said authority.
- v) It will be an obligation on the part of the Lessee to enlist himself as a member of the Society or Association of the I.E/C.E. and the Lessor shall not have any obligation to pay, bear any cost or expenses for maintenance of the said Estate. 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 members and registered with the Authority. The Association shall be solely responsible for the maintenance of the Estates. In the event the Lessee failed to pay the service or maintenance charges imposed by the Society or Association or the Corporation, the Lessor on receiving intimation from the Society or Association or the Official of the Corporation after serving notice to the Lessee, shall evict the Lessee under W.B. Govt. Premises(TR) Act, 1976 and can initiate proceedings under P.D.R. Act, 1913(Bengal Public Demands Recovery Act, 1913) to realize the amount and/or recover all arrears as arrears of land revenue by WBSIDC Ltd.
- vi) To bear, pay and discharge all existing and future rates, taxes including all municipal tax/service tax /water tax/electric charges and other statutory dues etc. as imposed by the appropriate authority from time to time.
- vii) Not to use or allow or permit to be used the demised land or any portion thereof for any illegal or immoral purpose or in any manner so as to become a source of grave danger to public peace or public safety or do any act or thing over & above or underneath the demised land or any portion thereof which shall be or become a nuisance, damage, annoyance, inconvenience, obstruction or danger to the demised land or to the owners or occupiers of any adjoining or neighbouring land or premises and shall also be liable for paying fine as will be determined by the Lessor. In default, the Lessor shall be at liberty to foreclose the lease.
- viii) The Lessee will be required to pay water charges including installation fee and meter charges directly to the Municipality or Corporation/Panchayet which is payable as per The West Bengal Municipal (Levy of Fee for supply of Water) Rules – 2002 and other applicable Acts & Rules in this regard and should

directly apply to the Corporation/Municipality/Panchayet for separate water meter. The WBSIDC will not be liable for supply of water.

- ix) To use the demised premises for the purpose of establishment and carrying on activities as undertaken or declared by the lessee and keep durwans, night guards, watch and ward staff for safeguarding the demised premises and the buildings, structures and erection thereon and the plant, machineries and appliances/trading items/office equipment and documents situated therein. This provision is also applicable in the case of service sector.
- x) To yield up the demised premises along with building/structure, fixtures and fittings thereto at the determination of the period of the demise or sooner determination of the lease in good and tenantable condition (except reasonable wear and tear or damage due to has been caused beyond the control of the lessee) after restoring the demised premises to its original condition subject to the valuation by the Lessor. In case of any structure or building constructed by the lessee, the said structure/building will be treated as a part of demised premises.
- xi) To do all repairs including rolling shutter, if any, white or colour wash, painting and other necessary act to keep the demised premises in good tenantable condition. The lessee will make arrangement for obtaining electricity from WBSEB/CESC/Concerned Authority and the Lessor has no obligation to provide electrical connection.
- xii) The Lessee may mortgage, assign or charge its leasehold interest only or the structures which were constructed by the Lessee and the plants and machineries, equipments, installed in the demised premises, but not the land in favour of any financial or promotional institution or any scheduled bank for the purpose of raising or securing any loan, overdraft or other financial accommodation in connection with the lessee's business only, provided that the said financial/promotional institution or scheduled bank agrees to pay all dues or rent, service tax, service charges, or other financial commitments of the lessee to the Lessor. The Lessee shall obtain written consent of the Lessor before any financial loan, mortgage or accommodation receivable from the institutions or banks as mentioned hereinbefore and appropriate commitment from the financial institutions/banks must be submitted securing the future dues and other financial commitments of the lessee to the Lessor for the said demised premises.
- xiii) Not to make or permit to be made any alteration or addition to the demised premises or any structure or erection thereon without the prior consent in writing of the Lessor. S.A.E's will be advised by WBSIDCL to give permission to the units for taking out Machineries on repair. The lessee shall not remove any machinery installed at the demised premises without prior written permission from the Lessor. In default, the Lessor shall be at liberty to determine the Leesees.
- xiv) To surrender forthwith the demise hereby created and deliver vacant possession of the demised land/shed in its former condition to the Lessor without claiming any compensation, in case any mine or minerals are discovered or any search or operation for the discovery of mine or mineral substance is decided to be undertaken by or on behalf of the Government in the demised land or any portion thereof.
- xv) Not to lower in any way the level of the demised land nor to do or commit any act or thing which may be injurious to the demised land and/or may render the demised land unworthy for industrial use and/or deterioration in the value thereof and in case any damage or injury is caused to the demised land or

any part thereof in breach of this covenant, the Lessee shall compensate or make good the same without prejudice in addition to all other rights and remedies available to the Lessor under these presents.

- xvi) Not to store or allow to be stored any inflammable or obnoxious articles in the demised premises excepting those as may be covered by lawful license where necessary and not to allow the demised premises to be used for any unlawful and immoral purpose. In default, the Lessor shall be at liberty to determine the lease.
- xvii) No Transfer of allotment should be allowed within 5(five) years from the date of registration of lease deed.
- xviii) If the Lessee desires to transfer the lease hold right to some other S.S.I Unit, then transfer fee is to be payable by the lessee to the Lessor as decided by WBSIDC from time to time. When the induction of a partner is from outside the family, prior permission of WBSIDCL is required. No Transfer Fee but service charges will be charged if the transfer takes place to the legal heirs within the family (family means husband/wife/sons/daughters). In case of Lease being granted to a Proprietary concern then the personal name of the Lessee must be incorporated in the Lease Deed. In the case of a Partnership concern, the name of all the Partners must be incorporated in the Lease Deed. Change in Partners/Owners will be allowed subject to payment of transfer fee, as mentioned above. Transfer means change of owners/partners and name & partner of business and in such case of transfer, the transfer fee as decided by WBSIDC from time to time is payable. Where the effect of such change is more than 50 % as more in ownership, then the granting of permission is at sole discretion of the lessor to be decided on case to case basis. The above is, however, subject to the condition that the transferee is a S.S.I unit and no change of the character of the land & use pattern shall be made by the transferee in subsequent stages. It is mandatory on the part of the lessee to inform their Business Registration No. to the Lessor from time to time and to submit the KYC duly filled in once in a year to the Lessor in the format to be supplied by the Lessor.
- xix) Not to sub-let, exchange, sell or transfer, auction assign or part with possession of the demised premises or part of it or transfer the demised premises without the written permission from the Lessor. And the Lessor shall be at liberty to grant permission for transfer only after payment of transfer fee as to be decided by the Lessor from time to time and on clearance of all outstanding dues according to the schedule of such fees as approved by the WBSIDC Ltd. for the said particular Estate. However, no transfer shall be granted by the lessor unless the transferee is a S.S.I. unit.
- xx) If demised property originally belongs to Kolkata Port Trust then incase the Kolkata Port Trust increase rent of the demised property, then there will be corresponding increase of the rent notwithstanding anything contained hereinabove under Clause-A of the lease deed. If default, the lease will be determined by the Lessor.
- xxi) The Lessee will have the right to demarcate the demised land with boundary walls, pillars or fencing and to maintain such walls, pillars or fencing in good and proper condition during the said term and to

see that no other person or party may encroach upon any portion of the demised land and to execute or cause to be executed any work necessary or desirable in order to keep the demised land in good sanitary condition to the satisfaction of all authorities concerned.

- xxii) To observe, perform and comply with all stipulations and requisitions which may from time to time be made by the Government or the Lessor or any other statutory authority or otherwise in respect of the demised land and/or the structure/machineries/plants thereon or any portion thereof respectively.
 - xxiii) Not to use or permit the same to be used for residential purpose of any person or employee of the lessee (save Durwans, Night Guards and Watch and Ward staff) or for purpose other than that for which the said shed, hereditaments and premises mentioned & described in the Schedule are being granted and demised. In default, the Lessor shall be at liberty to determine the lease.
 - xxvi) Before six months of the expiry of the lease, the Lessee may apply for renewal of the lease for further term to the Lessor on further terms & conditions as may be decided at the time of renewal. However, the granting of permission of such renewal is at the sole discretion of the Lessor on case to case basis.
 - xxv) 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 suffer any damage or inconvenience.
 - xxvi) To deliver to the Lessor upon the termination or earlier determination of the lease, the vacant possession of the demised land in an undamaged condition by removing within 30 days there from at its own costs all moveable 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 lease hold property, lessee is liable to pay compensation till delivery of the vacant possession to the Lessor.
 - xxvii) The provisions of this lease agreement will be guided by the West Bengal Government Premises(Tenancy Regulation) Act, 1976
- C. The Lessor hereby covenants with the lessee that upon the lessee's paying the rent hereby reserved and observing and performing the conditions, covenants and stipulations on the part of the lessee herein provided, the lessee shall peacefully and quietly enjoy the demised premises during the said term without any interruption from the Lessor
- D) **IT IS EXPRESSEDLY AGREED** by and between the parties hereto that if the monthly Rent, Service Tax, Municipal tax or Interest and other dues shall remain unpaid for 3 (three) months after the same become payable or if any covenant on the part of the lessee herein contained is not performed or if the demised premises not used by the lessee for the purpose for which it is being demised for continuous period of 3 (three) months or if the factory to be erected and established thereon as provided by these presents remains closed without reasonable cause consecutively for 3 (three) months or the period as allowed by the Lessor on the application to be made by the Lessee or in case of lessee Company is wound up or if the lessee becomes insolvent or if the leasehold property and/or the structure is

attached or if a Receiver is appointed of the demised premises of the building and structures to be erected thereon or of the plant, machines and appliance therein due to any act done or omitted to be done by the lessee and/or his agent or any partner admitted in the said business of the lessee without the prior approval as herein above mentioned then the Lease will come to an end automatically and it shall be lawful for the Lessor at any time (without constituting any waiver due to delay or inaction on the part of the Lessor) to determine the lease to re-enter upon the demised premises or any part thereof in the name or the whole and thereupon this demise shall absolutely be determined and all structures, shed or building will vest on the Lessor free from all encumbrance without prejudice to the rights of the Lessor of any other remedies available to the Lessor in respect of breach of the lessee's covenants herein contained and thereafter this lease shall be deemed to have been surrendered and it shall be lawful for the Lessor to re-enter and to take immediate possession thereof and remove the machineries and materials if any, therein and in such event the Lessor shall not be liable for action or for damages and such recovery of possession shall be without prejudice to any rights of action of the Lessor AND THAT it shall also be lawful for the lessor to sell the articles, after 15 days notice to the lessee, by auction or private treaty and appropriate the proceeds thereof for liquidation of arrears of Lessor's dues, if any, in case of any surplus remaining to refund the balance, if any.

PROVIDED ALWAYS AND IT IS HEREBY FURTHER AGREED AS FOLLOWS :

- 1) All amounts remaining due and payable by the lessee to the Lessor shall constitute a charge upon the sheds, structures, machineries and all other assets of the lessee situated in the demised premises.
- 2) Any notice required to be served hereunder shall be deemed to have been served if sent by registered post at the address of the lessee given herein or at such address as the lessee may hereafter intimate in writing and a notice sent by post will be deemed to have been served within the time it is ordinarily expected to be delivered. If the lessee refuses to accept the notice or the Unit is closed, then the notice is deemed to have been served by the Lessor by affixing a copy of the notice in some conspicuous place of the demised premises in presence of two witnesses.
- 3) The lessee shall at his own cost have the electric installation at the demised premises in a proper and workman-like manner and shall pay for all the charges and costs thereto and shall be charged for energy consumed in the demised premises duly and punctually.
- 4) All monitory due and payable by the lessee shall be realizable as Public Demand under the Bengal Public Demands Recovery Act, 1913 or any other laws or any statutory modification thereof for the time being inforce
- 5) In any case, the construction of shed/space/factory shall have to be completed in all respect within a maximum period of two years from the date of execution of the lease deed or within such time as may be extended or allowed by the Lessor in writing. In default, the lease will be determined.

- 6) The Lessor shall have the option to revise and increase the yearly rent/charges every three years @ 10% hereby reserved and in that respect the decision of the Lessor shall be final and binding on the Lessee.
- 7) In case the lessee uses or attempts to use demised land and/or structures therein or any portion thereof without the consent in writing of the Lessor for any purpose other than or except the purpose for which the demised land is allotted, the Lessor shall be entitled to terminate this demise forthwith and the lessee shall on receipt of notice from the Lessee of having done so immediately make over to the Lessor vacant possession of the demised land in its former condition without claiming any damage or compensation whatsoever.
- 8) The rights under the present demise are not transferable either by the Lessee or its assignee or sub-Lessee or under Lessee or mortgagee without permission of the Lessor and payment of Assignment Charges at the rate as determined by the Lessor from time to time and clearance of outstanding dues, if any, towards rent, municipal taxes, service tax, service charge etc.
- 9) 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.
- 10) The Lessee shall keep the space clear from all sorts of wastages, garbage causing nuisance of any type 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 and in and around the Said Land and to observe all norms and guidelines rules and regulation of fire safety, issued by the Fire & Emergency Services Deptt., Govt. of W.B. as amended from time to time.
- 11) 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.
- 12) Any construction/excavation in the common area of the I.E./C.E. will be considered to be unauthorized and will attract termination of the lease.
- 13) 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 handover the peaceful vacant possession of the said demised property to the Lessor and at the same time the Lessor must return the above mentioned security deposit to the Lessee also. 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 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.

- 14) **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 one month's notice to the lessee in the interest of the Public/Government.
- 15) **NOTWITHSTANDING** anything herein contained, in the event of the Lessee's failing to remove more able assets , sheds, plants, machineries and equipment within (3)three months from the date of termination/eviction or sooner determination of the demise as aforesaid, all such structures, 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 compassion 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 they think fit and proper as full owner thereof.
- 16) **FURTHER PROVIDED THAT** in case the lessee premises to pay the lease rent on installments, the lessor may determine the lease on default of any installment and can take possession of the demised premises by giving one month's notice and the lessee is not entitled to get any refund of the sum paid prior to the to the determination of the lease. Delay in payment of installment will lead to imposition of interest @ 12% p a. from the date of default to date of payment.
- 17) The 'Deed of Lease' after registration shall remain in the custody of the Lessee. A certified duplicate copy of the deed shall be at the custody of the Lessor. The cost preparing, stamping and registering and the certified cost of the Deed of lease shall be borne by the Lessee.
- 18) The Lessee shall be responsible for compliance with all the statutory obligations under all the relevant Acts and Laws of the land.

THE SCHEDULE ABOVE REFERRED TO 'A'

All those premises being No..... in the Industrial Estate having an area Sq.ft. about and being part of Industrial Estate within the Municipal/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./Building space No. and colored red, butted and bounded by as follows :

On the North :
On the East :
On the West :
On the South :

SCHEDULE – 'B'
(SCHEDULE OF PAYMENT)

Amount(Rs.)

Paid on Banker's cheque no..... dtd.....

Drawn on Branch.....

(Rupees.....)

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

SIGNED AND DELIVERED

For and on behalf of the Lessor :

In the presence of :

WITNESS:

THE COMMON SEAL of the Lessee/Transferee, 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

Shri.....

(Common Seal)

.....(Designation)

of Lessee/Transferee in the presence of

SIGNED AND DELIVERED

For and on behalf of the Lessee :

In the presence of :

WITNESS

(Name & full address)