

DEED OF LEASE

This Deed of Lease is made day of Two Thousand and Between **West Bengal Electronics Industry Development Corporation Limited**, a Government Company under the provisions of the Companies Act, 2013 and having its Registered Office at Webel Bhavan, Block – EP & GP, Sector-V, Bidhannagar, Salt Lake, Kolkata – 700 091, hereinafter referred to as the “**Lessor**”, (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and/or permitted assigns) of the **ONE PART**

AND

....., a company under the provisions of the Companies Act, 2013 having its Registered Office at, hereinafter referred to as the “**Lessee**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and/or permitted assigns) of the **OTHER PART**

WHEREAS by a Deed of Conveyance dated 24th December, 2010 and registered in the office of the Additional District Sub-Registrar, Sonarpur in Book No.I, CD Volume Number 33, Pages from 4912 to 4953 being No.14282 for the year 2010, the Lessor has purchased from B. K. Consortium Engineers Pvt. Ltd., land measuring 11 acres more or less in Mouza - Jagaddal, J.L. No-71, Revenue Survey Nos.-232 & 233, Touzi No.-15, Pargana-Magura, P.S & ADSR Office at Sonarpur under Rajpur-Sonarpur Municipality, Police Station- Sonarpur, District-South 24 Parganas and butted and bounded on the North- by, on the East- by, on the South- by and on the West- by more fully described in the **First Schedule** hereunder written (hereinafter referred to as the “**said Land**”).

AND WHEREAS the Lessor has purchased the said Land with the object of developing the said Land for setting up an electronics hardware industry (Sonarpur Hardware Park) and the Lessor has divided the said Land into diverse plots for the purpose of giving the same on lease for setting up different units of electronics hardware industry. The various plots are shown in the map/plan annexed hereto as Annexure “A” and thereon bordered ‘blue’.

AND WHEREAS the Lessor has at its own cost and expense developed the said Land in the Sonarpur Hardware Park by filling and levelling of the said Land, construction of

the internal concrete roads and storm water drains , internal street lighting, water supply network, landscaping to t make the said Land suitable for setting up electronics hardware industry.

AND WHEREAS an application made by the Lessee for allotment of one of the plots in the Sonarpur Hardware Park for setting up an electronics hardware industry, the Lessor has, by the Allotment letter dated _____, agreed to grant to the Lessee lease for 99 years with effect from of acres of land measuring _____ acres (being Plot No.____) in the Sonarpur Hardware Park more fully described in the **Second Schedule** hereunder written and delineated in the map/plan annexed hereto as Annexure B and thereon bordered red (hereinafter referred to as the “Demised Premises”) for the purpose of setting up an electronics hardware industry on the Demised Premises on the terms and conditions contained herein.

AND WHEREAS the Lessee has given an undertaking to the Lessor that the said plot of land will not be used by the Lessee for residential purposes or for any commercial establishment or any factory or workshop or for any purposes other than for manufacturing of electronics hardware items. A copy of the said Letter of Undertaking is annexed hereto and marked as Annexure “C”.

AND WHEREAS the Lessee has verified the site of Demised Premises and the title of the Lessor thereto and is satisfied in relation thereto.

NOW THIS INDENTURE WITNESSETH AS follows:

1. In consideration of the purposes for which the Demised Premises is required by the Lessee and in the consideration of the land premium of the sum of Rs..... (Rupees.....) calculated at the rate of Rs. 2.52 crore per acre of land

in the Demised Premises and of the annual rent, maintenance charges and the Lessee's covenants hereinafter reserved the Lessor both hereby demise and grant lease unto the Lessee, the Demised Premises more fully described in the **Second Schedule** hereunder written and delineated in the site plan annexed hereto as Annexure B and thereon bordered red, TO HOLD the same for a period of 99 years with option for renewal of the said term for a further period of 99 years on similar terms and conditions and to such other terms and conditions as may be imposed by the lessor and included in such renewal lease deed, YIELDING AND PAYING therefor an annual rent at the rate of 0.25% of the land premium, subject to revision at the discretion of the Lessor and annual service charges/maintenance charges and all other charges regularly as determined by the Lessor.

2. The obligations and covenants on the part of the Lessee to be observed and performed shall continue throughout the said period of demise. The Lessee covenants with the Lessor as follows:
 - (i) To pay the annual rent of Rs..... (Rupees..... only) plus GST as applicable rate, regularly and punctually without any delay or any default and without abatement or deductions on or before the first 90 days of the calendar year for which such rent shall be payable. Furthermore the lease may be terminated and the Lessor shall have the right of re-entry in the property and re-possess the same at its option if and whenever any part of the rent shall be in arrear for 21 days without prejudice to the right of the Lessor to recover all arrears of rent and any damages for

breach of such conditions or covenants of the Lessee and in such event, and the Lessor shall yield up and deliver peaceful vacant possession of the Demised Premises together with all improvements if any, done thereto.

- (ii) To pay the maintenance/service charges plus GST as may be determined by the Lessor from time to time payable in monthly / quarterly at the applicable rate for maintenance/ running of the services in the Sonarpur Hardware Park to the Lessor or the maintenance agency appointed by it including maintenance of the internal roads & drains, street lighting, water supply network, landscaping, security services, etc.
- (iii) To pay permission fees at the rate of Rs. (Rupeesonly) per square feet per month (which is subject to revision from time to time) plus GST at the applicable rate in case Lessee decides to sub-let or sub-lease the built up space on the Demised Premises to any third party for setting up electronics hardware industry subject to prior written approval of the Lessor.
- (iv) To pay, discharge and satisfy all rates, taxes, assessments and impositions which are now or during the said term of lease may be imposed or assessed on the said Demised Premises whether payable by the owner or occupier of the Demised Premises any Government authority or any other appropriate Authority or otherwise.

- (v) To demarcate the Demised Premises with boundary pillars and to maintain such boundary pillars in good and proper condition during the period of the demise so that the same may be easily and properly identified.
- (vi) To keep and maintain the Demised Premises at all times during the terms of the lease clean, tidy, healthy and free from all sort of nuisance and not to allow heavy accumulation of water on it in all seasons.
- (vii) Not to use or allow to be used the Demised Premises or any part thereof for any purposes other than the setting up of electronics hardware industry as mentioned in the letter of undertaking enclosed herewith.
- (viii) Not to run electronics hardware industry to be set up in the Demised Premises in such a manner as would lead pollution, health hazards, noise, offensive fumes or smell or in such manner as would be source of nuisance to the areas surrounding the Demised Premises.
- (ix) To obtain factory license, health license and all necessary licenses, approvals, No-objection Certificates, sanctions, clearances from the appropriate authorities as may be required in law and to keep the same renewed and subsisting at all times and to obey and abide by all labour laws and environmental laws and other laws and the Lessor shall not in any way be liable for any default of the Lessee in this regard.

- (x) Not to make any excavation in the Demised Premises during the period of demise without prior consent of the Lessor in writing. Should any excavation be made with the consent of the Lessor within the period of the demise, the Lessee shall restore the land to its original condition on the expiration of the period of the demise or earlier determination of the Lessee.
- (xi) To use the Demised Premises and the buildings and structures constructed thereon and any part thereof for the purpose for which the lease has been granted and not for any other purpose. The building(s) and structures should be constructed in conformity with the applicable law and regulations as may be framed by the appropriate authority according to the plans and specifications to be submitted to and approved by the appropriate authority.
- (xii) Not to remove any earth from the Demised Premises or carry on or allow to be carried on in the Demised Premises, any unlawful activities, offensive trade or prohibited business or any unlawful, illegal or immoral activities which may be considered offensive or a source of annoyance or nuisance to the area surrounding the Demised Premises and not to store any combustible or explosive substance except Kerosene, Petrol, Diesel and other substance to the extent permissible after taking necessary permission from the concerned authorities and sufficient safeguards therefor. The Lessee should arrange disposal of sewage treatment, construction of internal roads & drains, establishing of water

supply network and power supply at their own cost within their own premises.

- (xiii) Not to allow the Demised Premises to be used as a place of public worship or burial or cremation ground by private or public or allow any Shrine, Masjid, Church or Temple to be erected thereon.
- (xiv) Not to allow the Demised Premises or any part thereof to be used for any purpose other than the setting up of electronics hardware industry. The Lessee shall not demolish or remove any building, structure and fixture which may be built erected or fixed on the Demised Premises without prior permission in writing of the Lessor.

However, In case of change of purpose for the use of Demised Premises by the Lessee during the lease period, the Lessee shall take necessary approval in writing from the Lessor. In case the change of purpose is permitted by the Lessor, the Lessee is liable to make payment of fees @ Rs.6 lakh per katha. The Lessor shall have the option to revise and increase such fees at any time and in that the respect the decision of the Lessor shall be final and binding on the Lessee.

- (xv) Not to allow to lower in any way the level of the Demised Premises nor to do or commit any act or thing which may be injurious to the Demised Premises and/or render the Demised Premises unworthy for industrial use and/or deterioration in the value thereof and in case of any damage or injury is caused to the Demised Premises or any part thereof in breach

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

- (xvi) On the determination of the period of demise or earlier determination thereof, the Lessee shall yield up peaceful vacant possession of the Demised Premises relinquishing all his interest therein in as good a condition as the same now is with all the buildings and structures as may be existence at that time.
- (xvii) To allow any person authorized by the Lessor or its agents, at all reasonable times during the term of the lease to enter upon the Demised Premises and inspect the condition thereof and give or leave notice of any defect in such condition including repairing and cleaning the sewer line and manholes or to do any work in connection therewith and when such defect has been caused by any act or default on the part of the Lessee, its servants or agents, the Lessee is bound to make it good within 30 days after such notice has been given.
- (xviii) After the determination of the lease not to remove without the permission in writing of the Lessor, anything which has been attached to earth of the Demised Property and keep all building material and fixtures therein good tenantable repaired and condition.

- (xix) To keep the Lessor indemnified against all actions, claims, demands and expenses on account of performance or non-performance by the Lessee of any of the terms, conditions & stipulations of this Agreement.
- (xx) In case of change of ownership by the Lessee during the lease period, the Lessee shall take necessary approval in writing from the Lessor. In case the change of ownership is permitted by the Lessor, the Lessee is liable to make payment of fees @ Rs.6 lakh per katta. The Lessor shall have the option to revise and increase such fees at any time and in that respect the decision of the Lessor shall be final and binding on the Lessee.

3.1 (i) The Lessor hereby covenants with the Lessee that the Lessee observing and fulfilling all the terms and conditions mention herein on its part to be observed and performed shall hold the said Demised Premises for the period of demise without any interruption by the Lessor or any officer of the Lessor.

(ii) The Lessor hereby further covenants with the Lessee that the Lessee shall be provided with all basic infrastructural facilities such as internal concrete roads, storm water drains, water connection and supply, provided that no water supply and storm water connection can be taken by the Lessee from the peripheral roads and drains without specific approval from the Lessor and for power supply the Lessee shall apply directly to West Bengal State Electricity Distribution Company Ltd. after getting the application granted/renewed by the Lessor.

4. The Lessee shall 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 in respect of the Demised Premises and for the structure/buildings/machineries/plants or any portion thereof respectively.

5. If there be any breach of any of the terms and conditions and covenants on the part of the Lessee herein contained, the Lessor shall serve a notice to the Lessee calling upon the Lessee to rectify and remedy the same within _three months from the date of receipt of such notice. If the required rectifications and/or remedial measures are not carried out within the said period to the satisfaction of the Lessor, the Lessor shall be entitled to determine the Lease and take steps for possession of the Demised Premises or any part thereof in accordance with the provisions of the West Bengal Government Premises (Tenancy) Regulations Act, 1976 or the West Bengal Public Land (Eviction of Unauthorised Occupants) Act, 1962 or under any other law for the time being in force, without prejudice to any other rights and remedies that may be available to the Lessor. The opinion of the Lessor as to whether any breach has been committed by the Lessee or whether there has been failure by the Lessee to rectify the breaches or take appropriate remedial measures, shall be final and binding on the Lessee.

6. Before undertaking any development on the Demised Premises or before constructing any building, privy, latrine or making any addition or alteration thereto, the Lessee shall get the plan thereof approved by the Lessor. The Lessee shall submit building plan for making construction on the Demised Premises to the Lessor within 3 months from the date of Allotment Letter. The Lessee will undertake construction work of the Electronics Hardware Unit on the Demised Premises within 6 months from the date of Allotment Letter.

7. In the event of failure of the Lessee to commence the manufacturing operations after completion of the Factory Building within 36 months (3 years) from the date of Allotment Letter, in that case the Lessee will be liable to pay penalty @ 10% of the Land Premium for every year of delay until production starts

In case of breach of the aforesaid conditions or breach of the terms and conditions and covenants herein on the part of the Lessee to be observe and performed the Lessor shall call upon by sending notice to the Lessee to rectify and remedy the same with in 3 months from the date of the receipt of the notice. If the required rectifications or remedial measures are not carried out within the given period, the instant and Lease shall forthwith stand determined and the Lessor shall have the right to re-entire into position of the demised premises in the name of the whole without prejudice to any right of the Lessor in respect of the antecedent breach. The Lessor shall have the right to terminate the Lease Deed and takeover possession of the Demised land without prejudice to its other rights and remedies with forfeiture of 20% of the Land Premium paid by the Lessee along with unpaid amount of penalty or other dues if any impose by the Lessor and vesting of all construction made by the Lessee till the stipulated date, in the Lessor.

8. The Lessor shall have the option to revise and increase the annual rent as reserved hereby and Lessor may also revise and increase the service/maintenance charges at any time and in that the respect the decision of the Lessor shall be final and binding on the Lessee.

9. The Lessee is not entitled to assign his leasehold interest, whether in full or in part without prior written approval of the Lessor and the Assignee shall hold the same

on the same terms and conditions or such other terms and conditions as may be considered and to be imposed by the Lessor while granting such approval. In case of such assignment of leasehold interest, the assignee concerned shall have to obtain fresh lease after expiry of the unexpired period of the lease on payment of such land premium and annual rent based on the prevailing market value as may then be fixed by the Lessor in granting such fresh lease.

10. In the event in the opinion of the Managing Director of the Lessor or his duly authorized nominee the said Demised Premises or any portion thereof has been used for any purpose other than the running of electronics hardware industry, the Lessor will be entitled to appoint its own representatives as the Receiver and Manager of the demised premises and the Lessee hereby gives his consent that the Manager so appointed by the Lessor would be entitled to take and retain in his possession the demised land with all buildings and structures thereon, and all types of machinery and equipment's, appliances found therein and to stop user of the Demised Premises for any purpose other than running of electronics hardware industry. The Lessee hereby consents that the Manager so appointed by the Lessor would be entitled to pull down any offending structure/building meant for carrying on non- electronic hardware industry and to remove any machinery or plant or appliances in the demised premises for running of non- electronics hardware industry and Lessee would raise no objection thereto.

11. The Lessee shall have the right to mortgage or charge the lease hold interest in the land and/or building to be thereon whether in full or in part in favour of LIC or Nationalised/Private Banks or Government and Statutory Bodies or Housing Development Finance Corporation Ltd. or Govt. Sponsored Financial Institutes or

Registered Housing Co-operative Society or other financial institutions or private financial institutions etc for the purpose of getting house building loan and/or loans for setting up and/or running of factory only with prior written consent of the Lessor.

12. In the event of mortgagee bank/financial institutions exercising any of its rights in respect of the demised land, then in that event such bank/financial institutions would be required to give prior written notice of 90 days period to the Lessor. In case, if the bank/financial institutions assigns or transfers the leasehold interests in the property to third party/ other legal entity , such transfer would, at the discretion of Lessor take effect only upon payment of application money, transfer fee/ assignment charges at applicable rates and clearance of dues towards annual rent, service/maintenance charge, land revenue cess if any and further observance of other formalities including compliance of terms appearing of in the NOC/consent/permission letter issued by the Lessor for creating mortgage and on further compliance of other directions/ guidelines provided by the Lessor. The rights of the mortgagee are exercisable only in terms of the NOC/consent/permission letter issued by the Lessor including that of any prevailing norms/ policies/decisions of the Lessor. The assignee or transferee of the mortgagee shall use the Demised Premises only for electronics hardware industry and for no other purpose

13. The Lessee shall observe, perform and comply with the requisitions as may be from time to time be made by the State Government and/or the Lessor or any other Authority in respect of the Demised Premises and the buildings thereon.

14. The Lessee shall not exhibit or allow to be exhibited any advertisement hoarding within the Demised Premises of the Sonarpur Hardware Park without prior written permission from the Lessor.

15. The charges in respect of Stamp duty, Registration and legal expenses which shall be involved in the execution of the Lease Deed shall be borne by the Lessee. This Deed of Lease after registration shall remain in the custody of the Lessee. A certified copy of the said Deed to be provided to the Lessor for its record. .

16. The Lessee shall pay to the Lessor and/or other Authority under this Agreement all moneys payable as determined by the Lessor and the said Authority. This shall be apart from other remedies realisable as a Public Demand under the Bengal Public Demands Recovery Act or any other statutory modifications thereof for the time being in force.

19. The competent courts in Kolkata only shall have jurisdiction in respect of any issues arising out of this Deed of Lease.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL, THAT free hold land measuring 11 acres to be the land a little more or less of plot of land in Mouza- Jagaddal, J.L.No-71, Revenue Survey Nos.-232 & 233, Touzi No.-15, , P.S & ADSR Office at Sonarpur under Rajpur-Sonarpur Municipality, Police Station- Sonarpur, District-South 24 Parganas, Registration Office- ADSR, Sonarpur.

BOUNDARIES:

1. On the North :
2. On the South:
3. On the East:

4. On the West:

THE SECOND SCHEDULE REFERRED TO:

(Please give particulars of the plot allotted to the Lessee)

ALL THAT piece of parcel of land marked as plot no _____ measuring an area of acres be the same a little more or less out of 11 acres in Mouza- Jagaddal, J.L.No-71, Revenue Survey Nos.-232 & 233, Touzi No.-15, Pargana-Magura, P.S & ADSR Office at Sonarpur under Rajpur-Sonarpur Municipality, Police Station- Sonarpur, District-South 24 Parganas,
Registration Office- ADSR, Sonarpur

On the North

On the South

On the East

On the West

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
West Bengal Electronics Industry Development
Corporation Ltd. (the Lessor) Mr.
..... at
Kolkata in the Presence of:

WITNESSES:

1.

2.

SIGNED AND DELIVERED for and on behalf of
M/s.
(The Lessee) Mr.....at
Kolkata in the Presence of:

WITNESSES:

1.

2.

ANNEXURE “A”

(Please annex the map or plan of Sonarpur Hardware Park and bordered blue thereon)

DRAFT

ANNEXURE "B"

(Please annex the map or plan of the Demised Premises and bordered red thereon)

DRAFT

ANNEXURE "C"

Date:

M/s West Bengal Electronics Industry Development Corporation Ltd.,
Webel Bhavan, Block-EP& GP, Sector-V,
Salt Lake, Kolkata-700091.

UNDERTAKING

Dear Sir,

Sub: ALL THAT piece of parcel of land marked as plot no _____ measuring an area of acres be the same a little more or less out of 11 acres in Mouza- Jagaddal, J.L.No-71, Revenue Survey Nos.-232 & 233, Touzi No.-15, Pargana-Magura, P.S & ADSR Office at Sonarpur under Rajpur-Sonarpur Municipality, Police Station- Sonarpur, District-South 24 Parganas, Registration Office- ADSR, Sonarpur

We hereby agree and undertake that the captioned piece or parcel of land intended to be granted by you by way of lease unto and in our favour would be exclusively used and utilised by us for the purpose of setting up Electronics Hardware Industry for manufacturing of Electronics items and not for residential purposes, Commercial establishment, Factory, Workshop or any other purposes.

We further place it on record that on the faith of aforesaid undertaking you have agreed to demise the above mentioned land in our favour and in this respect, we further undertake that in the event said demised land granted to us appears to your Managing Director/Authorized Nominee to be used for any purpose other than the purpose for which the same has been demised of which your Managing Director /Authorized Nominee will be sole judge, you will be entitled to appoint your own representative as the Receiver and Manager of the demise land and we hereby accord our consent that the Manager so appointed by you would be entitled to take and retain in his possession the demised land with all Buildings and all items of Machineries, Equipment, Appliances and Instruments brought thereon, Structures thereon and to stop user of the said demised land for any purposes other than running of Electronics Hardware Industry. We also declare that the managers so appointed by you would be entitled to pull down any offending structure/building meant for carrying on non-electronicshardware industry and to remove any machinery or plant or appliance from the demised land for running of non- Electronics Hardware Industry.

Thanking you,

Yours faithfully,

XXXXXXX

Dated this _____ day of _____, 2017

Between

**West Bengal Electronics Industry
Development Corporation Limited**
....Lessor

AND

.....,
.... Lessee

DEED OF LEASE

DRAFT