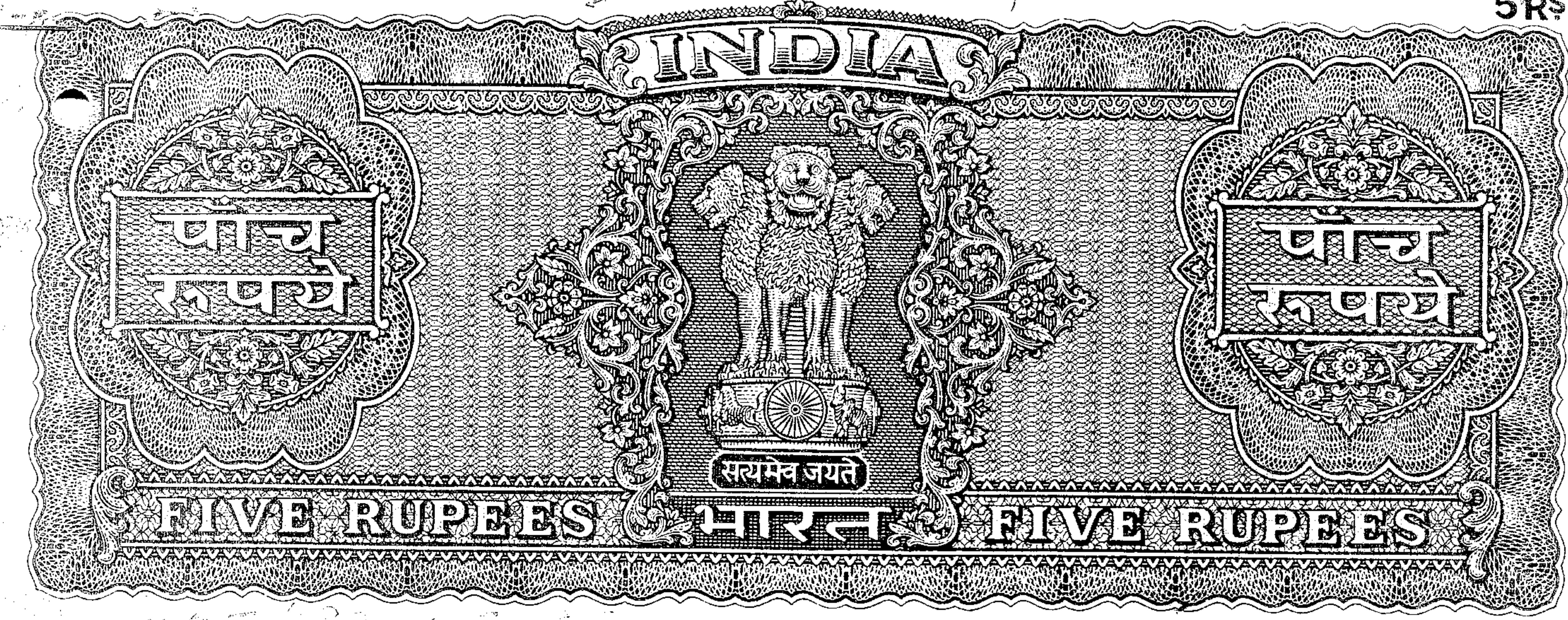


I - 4802 of 1984 Plot no. 95

5RS



*[Faint, illegible handwritten text, possibly bleed-through from the reverse side of the page]*

LEASE

This Indenture made this .....<sup>7th</sup>.....day  
of ..... One thousand nine hundred  
..... Between the Governor  
of the State of West Bengal hereinafter referred to  
as the "Lessor" (which expression shall include his  
successors in office and assigns) of the One Part and



Food Corporation of India, 10A-Middleton Row,  
of Park Street Police Station in the district of  
Calcutta-71 hereinafter referred to as "Lessee"  
(which expression shall include their heirs,  
executors, administrators, representatives and  
assigns) of the Other Part.

WHEREAS the Lessee has applied to the Govern-  
ment of West Bengal (hereinafter referred to as the  
"Government") for a lease of the land mentioned and  
described in the Schedule hereunder written to  
enable the Lessee to erect a building thereon for  
use for residential purposes and the Governor has  
agreed to grant a lease in favour of the Lessee for  
the period and on the terms and conditions herein-  
after appearing.

Witness as follows :

1. In consideration of the purposes for  
which the land hereinafter referred to and mentioned  
in the schedule as hereunder written is required by  
the Lessee and in consideration of the premium or  
salami of Rs.1,12,182.55 (Rupees One lakh twelve  
thousand one hundred eighty two and paise fifty  
five only) and of the annual rent and the Lessee's  
covenants hereinafter reserved the Lessor doth

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hereby grant and demise unto the Lessee. All that land hereinafter more particularly mentioned and described in the Schedule hereunder written (hereinafter referred to as the "demised land") To Hold the same for the period of 999 years yielding and paying therefor a rent at the rate of  $\frac{1}{4}\%$  of the current land price per annum or any fraction of any year at the same rate, subject to revision every ten years at the discretion of the Lessor.

2. The Lessee to the intent that the obligations and covenants shall continue throughout the period of demise agrees and covenants with the Lessor as follows :

1) To pay the annual rent to the Government of West Bengal within the first 90(Ninety) days of the year for which such rent shall be payable.

2) To pay all rates, taxes and other impositions in respect of the said demised land and structure thereon which are or may be assessed to be payable by the owner or the occupier thereof to any authority to whom they may be payable.

3) To demarcate the land with boundary pillars and to maintain such boundary pillars in good and proper condition during the period of demise so that the same may be easily identified. Provided that the Lessor reserves the right to provide the boundary pillars at the cost of the Lessee.



Government in writing. In case of transfer or assignment of the lease the Lessor shall have the right of pre-emption and upon the exercise of this right the building constructed by the Lessee on the land shall be taken over by the Lessor at a valuation of the building made by the Lessor on the basis of the costs of construction of the building less depreciation at the usual rate of the market value, thereof, whichever is less. The value of the land will be the amount of the salami or premium paid by the Lessee. In the event of difference between the parties as to the value of building the matters in dispute shall be referred to the arbitration of an arbitrator if the parties can agree upon one or otherwise to two arbitrators, one to be appointed by each parties with an Umpire. The award of the arbitrator or arbitrators or the Umpire, as the case may be, shall be final and binding on both the parties.

Provided however, that in case the Lessee transfers or assigns the lease hold interest in the land and/or structure standing thereon in favour of L.I.C. or Nationalised Bank of Government or Semi-Government Organisation, or Statutory Body by creating mortgage for repayment of loan for house building purpose. Life Insurance Corporation of India, or Nationalised Bank or Government or Semi-Government Organisation, or Statutory Body, as the case may be it may claim priority over the Government of West Bengal in respect of right of pre-emption on the demised land and/or structure standing thereon subject to the condition that all the dues of the Government as provided herein shall be payable and recoverable to the Government of West Bengal either from the Lessee or from the Life Insurance Corporation ...



Corporation of India or Nationalised Bank or Government or Semi-Government Organisation or Statutory Body, as the case may be provided however such charge if created shall be subject to the terms and conditions of the lease.

9) Not to use or allow to be used the land and/or the structure thereon or any part thereof for any purpose other than for residential purpose without the prior permission in writing of the Government or other authority prescribed in that behalf.

10) Subject to the provisions in clause 2(8) hereof the Lessee shall not have the right to mortgage or charge the leasehold interest in the land and/or the building to be erected thereon without the previous consent in writing of the Government.

Provided however that the Lessee shall have the right to mortgage or charge the leasehold interest in the land and/or building to be erected thereon if favour of L.I.C. or Nationalised Bank or Government and Statutory Body or Government Sponsored financial institution for the purpose of getting ~~XXXXX~~ loans without the previous consent of the Government.

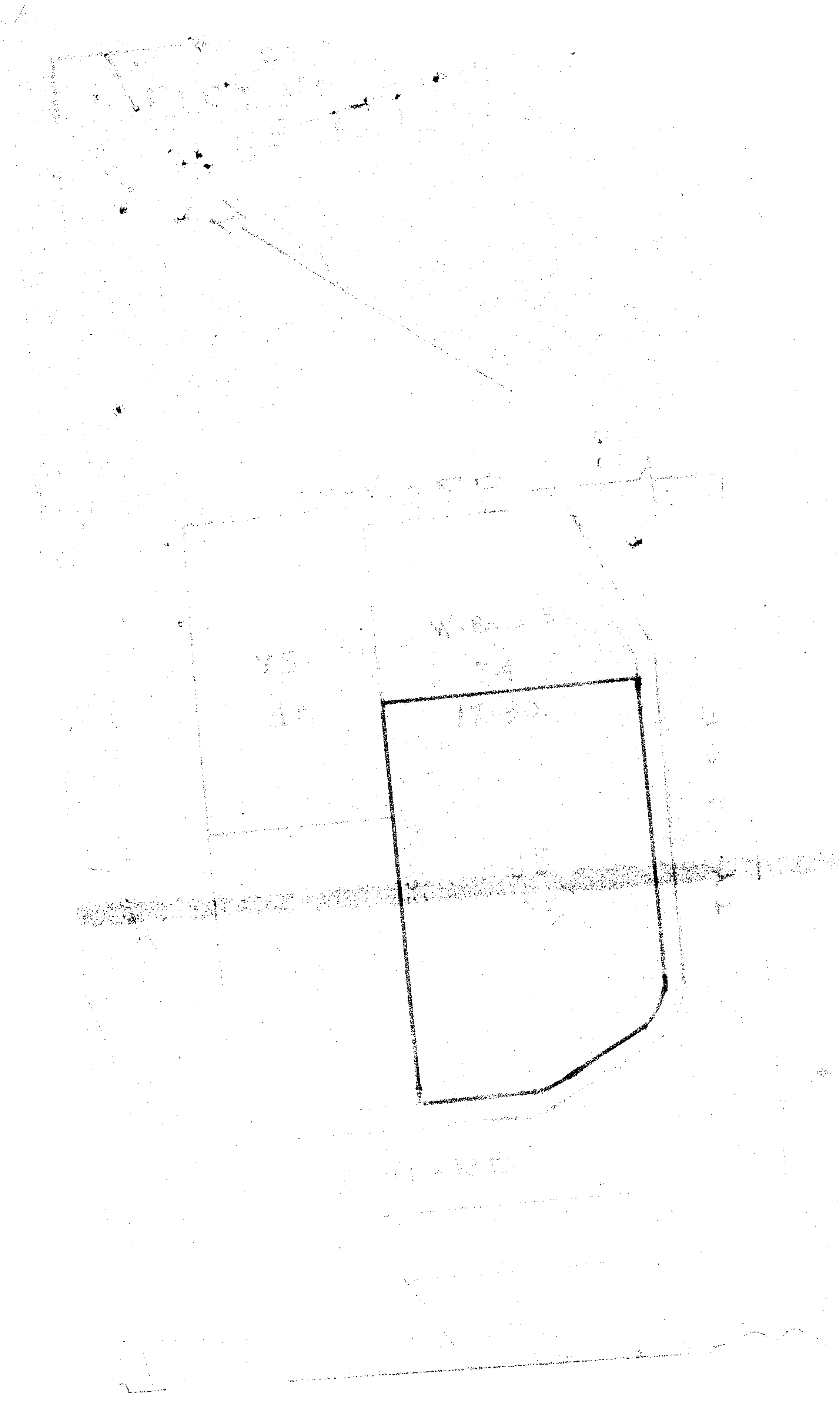
11) The Lessee shall not remove any earth from the demised land or carry on or allow to be carried on in the land any unlawful, illegal or immoral activities or activities which may be considered offensive or a source of any annoyance inconvenience or nuisance to the area surrounding the demised premises.

12) The Lessee shall not allow the demised land to be used as a place of public worship or burial or cremation ground  
private or ...



private or public or allow any shrine, masjid, church or temple to be created thereon.

- 13) The Lessee shall not make any construction on the said plot of land within the distance of 5 (five) feet from the backline of their plot provided however that this restriction shall not apply to the erection of boundary walls at the extreme boundary of the plot. But no other construction will be made within such 5(five) feet distance and the height of the boundary walls should conform to the building rules.
- 14) That on the determination of the period of demise the Lessee shall make over possession of the demised land in as good a condition as the same now is.
- 15) The Lessee shall allow any person authorised by the Lessor to inspect, repair and clean the sewer lines and manholes or to do any work in connection, therewith within the plot without any obstruction or hindrance by the Lessee or the employees of the Lessee or the assignees or the tenants of the Lessee.
- 16) The Lessee shall not after determination of the lease remove without the permission in writing of the Lessor anything which has been attached to the earth of the demised property.
- 17) All moneys payable by the Lessee to the Lessor and/or other authority under this agreement shall apart from other remedies be realisable as a public demand under the Bengal Public Demands Recovery Act or any statutory modification thereof for the time being in force.
- 18) To observe, perform and comply with the requisitions as may from time to time be made by the Government or any other authority in respect of the demised land and building thereon.



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The Schedule Above Referred to

All that lease hold land measuring 7.53915 Cottah  
be the land a little more or less Plot No. 95 in Block  
DL in Sector II of the Bidhan Nagar in the district of  
Twentyfour Parganas, Police Station - Salt Lake,  
Registration Office - Bidhannagar ( Salt Lake ).

Boundaries :-

North - Plot No. DL - 75.  
South - Type VI Road.  
East - Type VI Road.  
West - DL - 94.

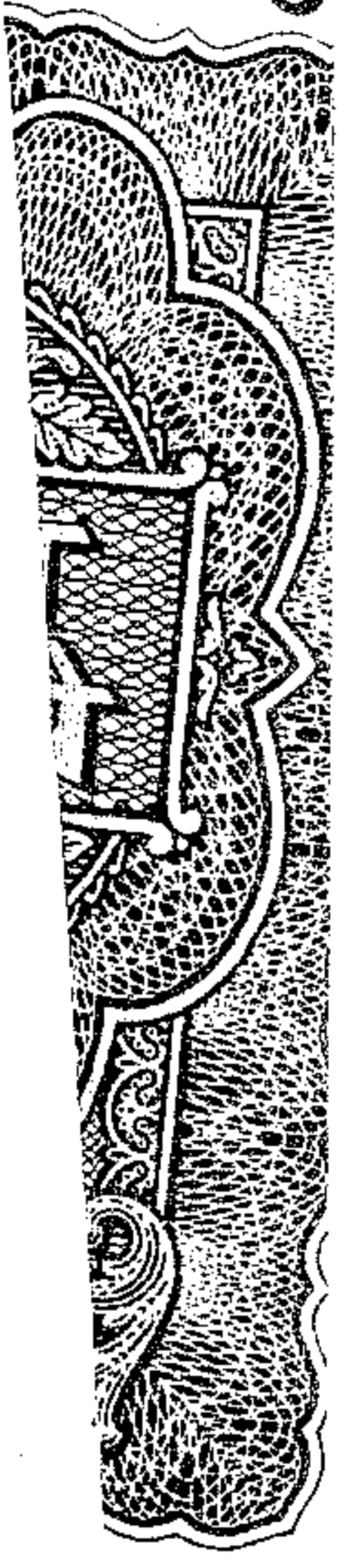
In Witness hereof the parties to these presents have  
hercunto set and subscribed their respective hands the day,  
month and year first above written.

Signed for and on behalf of the  
Governor of the State of West Bengal  
by the Assistant Secretary,  
Government of West Bengal  
Metropolitan Development Department,  
in the presence of :

Signed, sealed and delivered by  
in the presence of -

95

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*[Handwritten signature]*