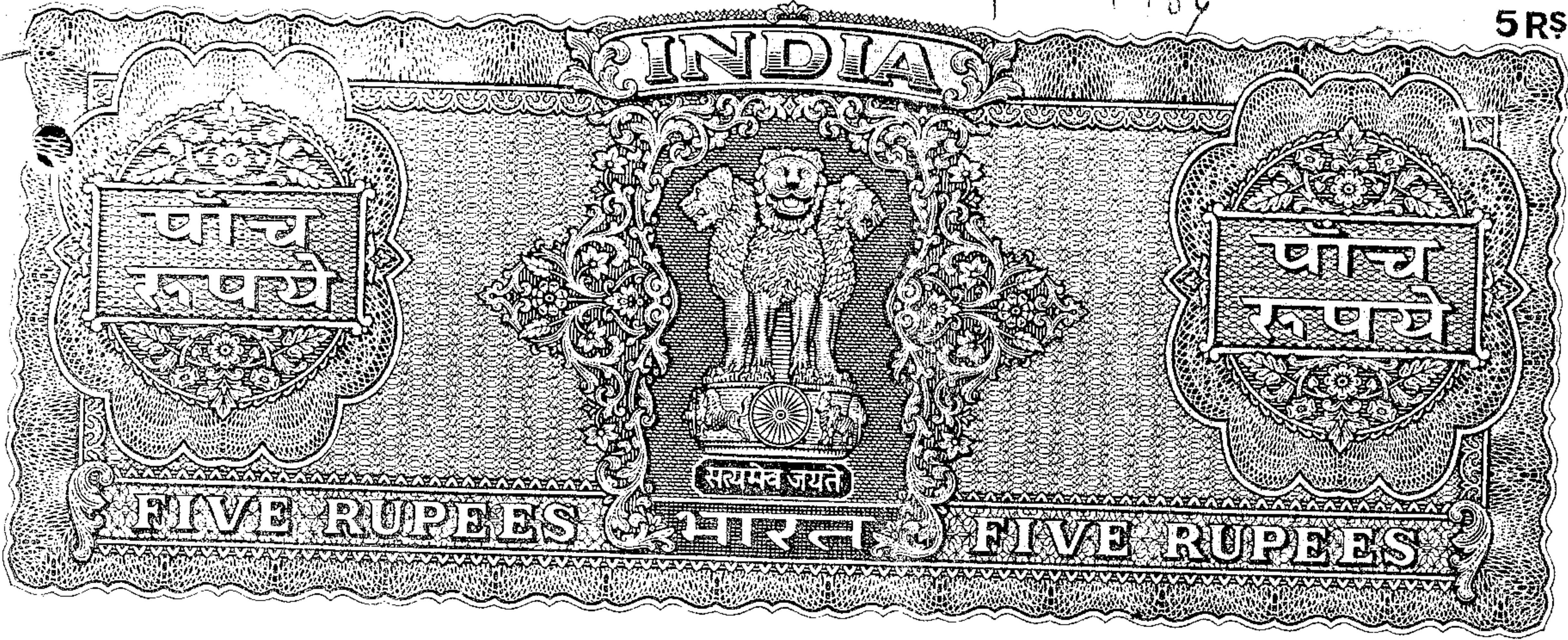


I - 4803 of 1984

Plot no. 231

42



5RS

Handwritten notes in the left margin, possibly including '15/10/84'.

Handwritten notes in the right margin, including '10/10/84' and '7.00'.

Handwritten notes: 20-8-84.

Faint, illegible handwritten text in the center of the page.

LEASE

This Indenture made this day
of One thousand nine hundred
eighty four 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,
of the ...

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 Government 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 hereinafter appearing.

Witnesseth 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 salam of Rs. 91,795.44

(Rupees Ninety one thousand seven hundred ninety five and paise forty ^{four} ~~five~~ only) and of the annual rent and the Lessee's covenants hereinafter reserved the Lessor doth 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

Leat of 11.2.84

$\frac{1}{4}\%$ of the ...

$\frac{1}{4}\%$ of the current landprice 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.

4) To keep the land clean and free from all sorts of nuisance and not to allow heavy accumulation of water on it.

5) Not to make any excavation in the land during the period of demise without the prior consent of the Lessor in writing. Should any excavation be made with the consent of the Lessor within the period of demise, the Lessee shall restore the land to its original condition on the expiration
Seal of H. D. Dept.
of the period ...

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of the period of the demise or earlier determination of the tenancy of the Lessee.

6) a) To construct the building/structure in conformity with such building rules as may from time to time be framed by the Government or other authority prescribed in that behalf and according to plans, specifications, elevations, designs and sections sanctioned by the Government, or that authority within three years from the date of possession of the demised land or such extended time as may be allowed by the Government in writing.

b) Not to construct more than one building on the said plot of land.

7) The Lessee shall not sub-divide or sub-let the demised land or the building to be constructed without the consent in writing of the Government first had and obtained and the Government shall have the right and be entitled to refuse its consent at its absolute discretion.

8). The Lessee shall not assign or transfer the demised land or any part of the demised land and/or the structure erected thereon without the previous permission of the 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 or the market value, thereof, whichever is less. The value of the land

land of M. D. Dept.

will be the ...

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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 party 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 or Government or Semi Government Organisation, or Statutory Body by creating mortgage for re payment 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 preemption 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 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

Excl of 4.2.2011

✓

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} created thereon without the previous consent in writing of the Government.

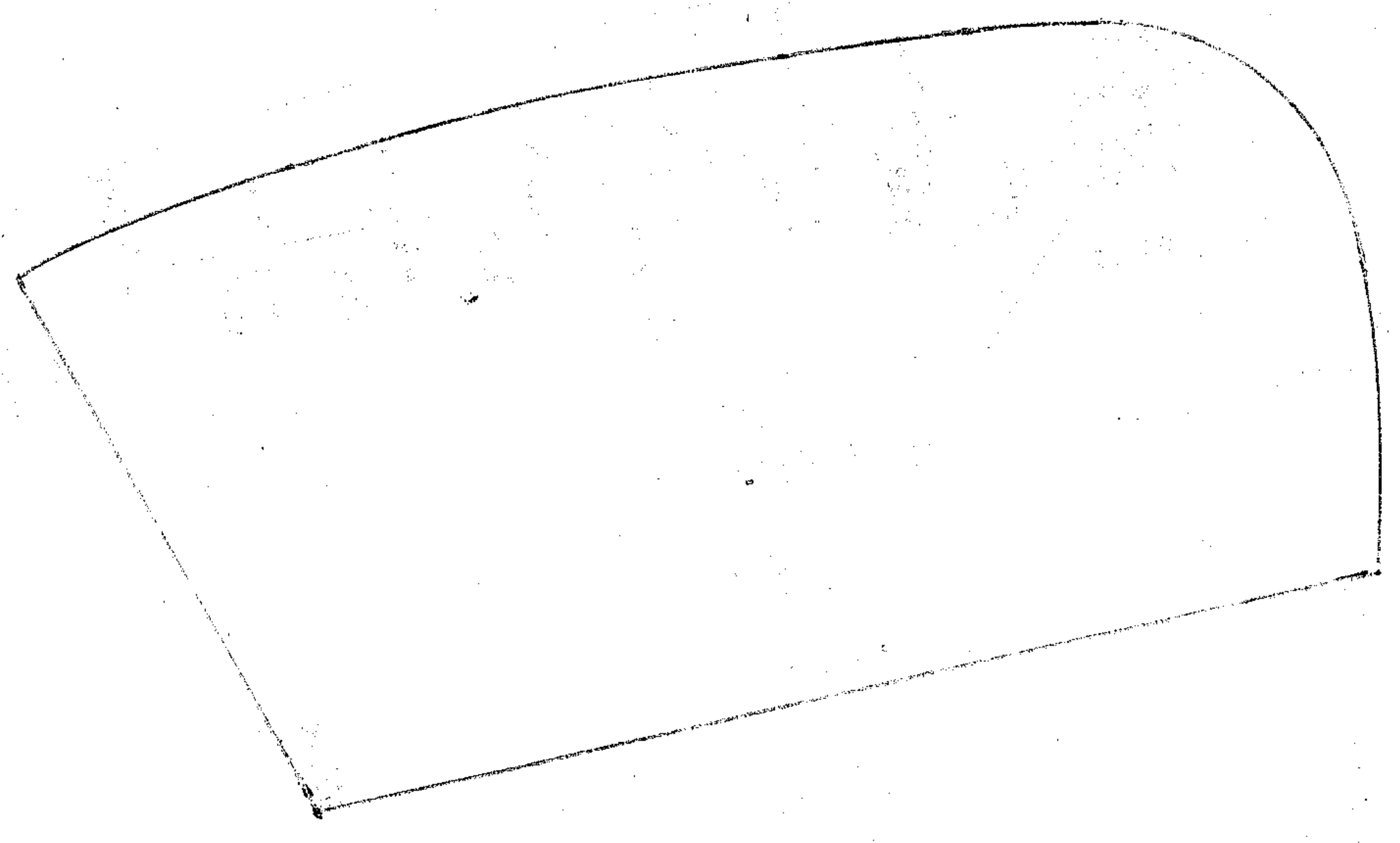
Provided however that the Lessee shall have the right to mortgage or charge the lease-hold interest in the land and/or building to be erected thereon in favour of L.I.C. or Nationalised Bank or Government and Statutory Body or Government Sponsored financial institution for the purpose of getting ^{for new buildings} 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 public or allow any shrine, masjid, church or temple to be erected 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 of M.S. Dept.} made within ...

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made within such 5(five) feet distance and the height of the boundary walls should confirm 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.

3. The Lessor hereby covenants with the Lessee that the Lessee observing and fulfilling all the terms and conditions herein on its part contained shall hold the said demised premises for the period of demise without any interruption

Seal of U. D. Deptt.

by the ...

by the Lessor or any officer of Government.

The Lessor hereby further covenants with the Lessee that the Lessee shall be provided with all facilities in regard to sewer connections, water-supply, electric connection, roads and other amenities as may be available to other Lessees in respect of other plots of land of the Bidhannagar. Facility of services such as roads, sewer and drain lines, water lines and electricity will be made available at the peripheral roads (where such lines have been taken as per planning) abounding the demised premises from which connection will be taken by the Lessee at their own cost.

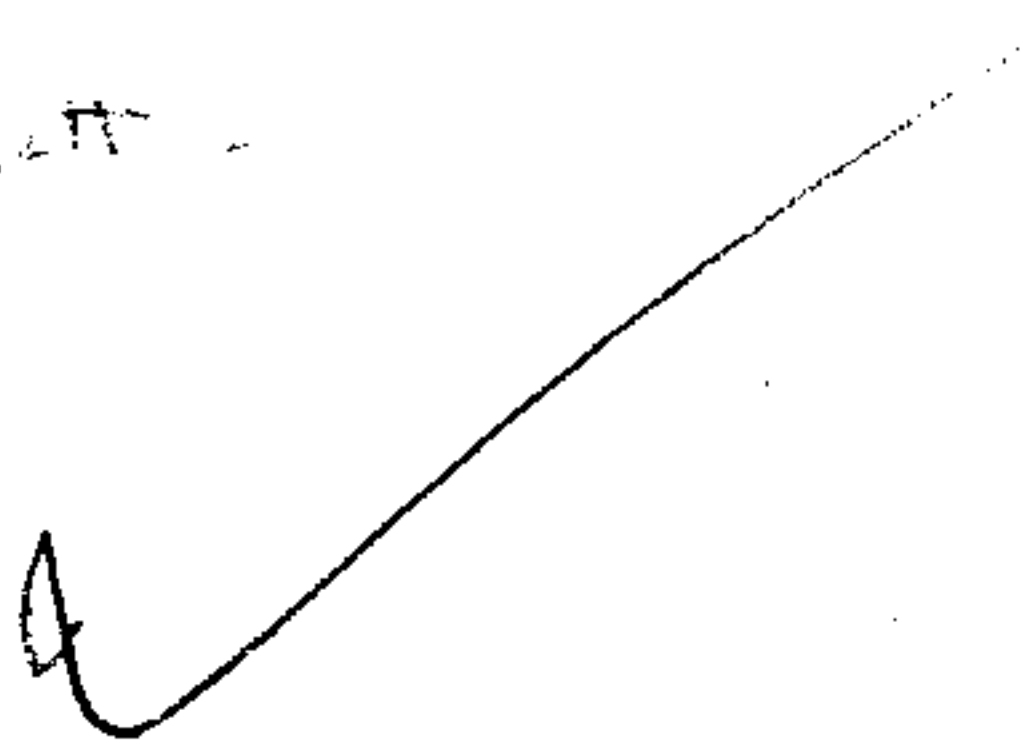
Prior written approval of Government for all such connections should be obtained and the Government reserves the right to insist on effecting such connections by itself at the cost of the Lessee.

4. Provided always that if there be any breach of any of the terms and conditions and covenants herein on the part of the Lessee contained the Lessor shall have the right to re-enter into possession of the demised land or any part thereof in the name of the whole and there upon this demise shall forthwith stand determined.

Provided nevertheless the Lessor shall not exercise the right without serving the Lessee a notice in writing giving six months time to remedy the breach.

Deed of M.D. Rev...

The Schedule ...



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The Schedule Above Referred to
 All that lease hold land measuring 7.018 Cottah
 be the land a little more or less Plot No. 231 in Block FE
 in Sector III of the Bidhan Nagar in the district of Twenty-
 four Parganas, Police Station - Salt Lake, Registration
 Office - Bidhanagar (Salt Lake)

Boundaries -

- North - Type V Road.
- South - Plot No. FE-231/A(5K)
- East - Type IV Road.
- West - Plot No. FE-232(6K)

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

Sd/ A.K. Chatterjee
(A.K. Chatterjee)
 Officer in special duty
 Metropolitan Development Deptt.
 Salt Lake Development Project
 Group 'A' office
 Govt of West Bengal
 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 :

Sd/ D. C. Sankar
D. C. Sankar
 Assistant Secretary to the
 Govt of West Bengal.
 Salt Lake Dev. Project
 United Building,
 Calcutta - 1.

Sd/ M. Das (A.L. Das)
 Deputy Manager (Genl)
 Food Corporation of India
 Zonal office Calcutta

Sd/ M. Das
(M. Das)
 Asst. Manager (Civil)
 Food Corporation of India
 Zonal office Calcutta

Secy of the M. D. Deptt.

Witness to be an
above sign

Signed, sealed and delivered by
 in the presence of -

Sd/ M. Das
M. Das
 6.9.84
 6.9.84

Sd/ M. Das
M. Das
 6.9.84 (Salt Lake)