

“E-AUCTION FOR ALLOTMENT OF 7.44 ACRES (30108.61 Sq. mtr) LAND IN R S PLOT NO. 98, 99, 100, 101, 102 AND 101/718 MOUZA ITALGHATA, J L NO. 10, PREMISES NO. 82, B.L. SAHA ROAD KOLKATA – 700053, POLICE STATION BEHALA, DISTRICT SOUTH 24 PGS., UNDER KOLKATA MUNICIPAL CORPORATION (KMC) WARD NO. 117 ON 99 YEARS’ LEASEHOLD BASIS FOR RESIDENTIAL PURPOSE.”. e-Auction ID: 2022_WB_2823.

Replies to queries raised by prospective bidders in the pre-bid meeting held on 9.12.2022 at 3.00 pm in connection with the above.

Sl. No.	Queries raised by intending bidders	Reply of WBHIDCO
1	The bidders wanted to know the width of the access road of the subject land as per KMC record.	The width of access road as measured by survey team of WBHIDCO is 10.5 mtr. KMC records are being verified. However, the intending bidders may also verify it from KMC records.
2	Whether the plot is within 1 km radius of the nearest Metro Railway corridor?	The plot is well within 1 km radius of the nearest Metro Railway corridor.
3	What is the expected FAR?	FAR will be as per KMC Building Rule.
4	What is the maximum permissible height of the building allowed on the subject land?	Maximum permissible height will be as per KMC Building Rule.
5	The bidders requested to include Annexure E (Draft of Lease Deed) in the NIA document.	Draft Lease deed is annexed.
6	The bidders requested for a soft copy of Auto Cad Drawing of the Site Plan.	The intending bidders are requested to collect it from WBHIDCO office.
7	Whether the subsidiary company can execute the project after the bid is awarded to its mother company.	The responsibility for execution of the project cannot be transferred to any subsidiary company. However in case of successful consortium members clause 4.2 of NIA document should be followed.
8	As per the KMC record, the land is to be used as a factory. WBHIDCO is requested to convert the land use from factory to residential by KMC before e-Auction.	KMC records are being verified. Conversion of land will be done prior to allotment to the successful bidder.
9	The bidders wanted to know the number of existing trees on the subject land.	There are 81 trees on the subject land.
10	The bidders wanted to know whether KMC property tax would be cleared by WBHIDCO and tax liability of the allottee would start from the date of allotment.	All past liabilities prior to the date of registration of the lease deed shall be paid by WBHIDCO.
11	It was requested that whether WBHIDCO would complete the mutation in its name before e-Auction.	Mutation of land in favour of WBHIDCO is in the process.
12	The bidders enquired that whether exemption under UL(C&R) Act may be permitted to the H1 bidder.	Please refer to the clause No.14.13 of the NIA document.

[Signature] 19.12.2022
General Manager (Commercial)

WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.
(A Govt. of West Bengal Undertaking)

“HIDCO BHABAN”, Premises No. : 35 - 1111, Biswa Bangla Sarani, 3rd Rotary, New Town, Kolkata-700156
Telephone : (033) 2324-6037/6038, Fax No. : (033) 2324-4833/3016/6009, e-mail : wbhidcoltd@gmail.com / info@wbhidco.in
Website : www.wbhidcoltd.com CIN : U70101WB1999SGC089276

Annexure – E: Draft Lease Deed

THIS INDENTURE OF LEASE made on this.....day of2023 BETWEEN WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. a Govt. of West Bengal Company incorporated under the Companies Act, 1956 (Act I of 1956) (CIN U70101WB1999SGC089276) and the Planning Authority, as appointed by the State Government vide order No 1490-HI/HGN/NTP/1M-1/98 dated 14th September, 1999, in respect of the Planning Area declared as such under Notification No. 1423/ HI/HGN/NTP/1M-1/98 dated 27th August, 1999, hereinafter referred to as the WBHIDCO Ltd. (PAN – AAACW4115F) having its registered office at HIDCO BHABAN, 35-1111, Biswa Bangla Sarani, 3rd Rotary, New Town, Kolkata – 700156, represented by the Managing Director or Joint Managing Director/General Manager (Administration),/ General Manager (Commercial)/ General Manager (Marketing)/ of the said State Govt. Company who is so authorized by the Managing Director for the purpose of execution of this indenture hereinafter referred to as the LESSOR (which expression shall include its executors, administrators and successor-in-office and assigns) for time being entitled to the reversion immediately on the determination of the terms hereby agreed to be of the ONE PART.

AND

..... (PAN –) having its registered office at in the district of represented byhereinafter referred to as the LESSEE (which expression shall where the context so admits include its executors, representatives, administrator and successors-in-office and assigns) of the OTHER PART.

- 1) WHEREAS the LESSOR has a state wide mandate to provide larger supply of developed lands, the immediate focus area has been limited to the development of a planned town viz. New Town Kolkata, and now has been entrusted with the responsibility of Development of some other areas in Kolkata in terms of G.O. No. 81-H1/HO-24013(11)/5/2022 WBHIDCO CELL dated 16th March, 2022 of the Housing Department, WBHIDCO Cell, Government of West Bengal, which has been subsequently approved by the State Cabinet in its 19th meeting held on 11th March, 2022.
- 2) And, whereas a Land measuring about 7.44 acres at 82, B.L. Saha Road, Kolkata-700053 under P.S Behala, mouja Italgata,, J.L no.10 and spread over RS plot nos. 98,99,100,101,102,101/718 in Ward no. 117 of KMC owned and possessed by the Eastern Distilleries & Chemicals Limited, a Government of West Bengal Enterprise, free from all encumbrances and lying unutilized was transferred forever to WBHIDCO Ltd. through a deed of transfer executed between Finance Department, Government of West Bengal and WBHIDCO Ltd. on dated 23.11.2022 and registered in Book no. 1, volume number 1904-2022, page from 1097017 to 1097037 being no. 190418861 for the year 2022.

- 3) AND WHEREAS the LESSOR has been allowed and conferred by the Government of West Bengal to transfer the lands by way of lease to the Corporate Bodies/Organizations registered under the Companies Act including Joint Venture Companies or registered Trust/Societies, as the case may be, to materialize the development of some other areas in Kolkata for residential purpose.
- 4) AND WHEREAS upon such transfer of lands and possession thereof being handed over to the LESSOR, the LESSOR is lawfully seized and possessed of or is otherwise well and sufficiently entitled to the said land for the period of demise as mentioned hereunder free from all encumbrances which include all that piece and parcels of land described in the SCHEDULE hereunder written.
- 5) AND WHEREAS after transfer the said lands the LESSOR have made the same ready for allotment and lease out the same to the prospective LESSEE in strict conformity with the prevailing principle of allotment based on policy decision of the State Government and other Rules and Regulations as prescribed or might be framed out from time to time and more specifically according to plans, specifications, elevations, designs and sections duly sanctioned by the Competent Authority upon and compliance of maintaining the use of occupancy of the buildings in particular for the purpose for which the land is allotted.
- 6) AND WHEREAS the LESSOR had invited bids for lease by Notice for e-Auction bearing No. C-447/HIDCO/Admn-4034/2022 dated 1st December, 2022.
- 7) AND WHEREAS the LESSEE was selected as the highest successful bidder for the plot of land described in the SCHEDULE hereunder for allotment on lease hold basis for a period of 99 years for "Residential Purpose" under principal use "Residential" through auction held on 11.01.2023, notice for which was issued under LESSOR's Notice for e-Auction bearing No. C-447/HIDCO/Admn-4034/2022 dated 1st December, 2022. AND WHEREAS such selection was approved in the meeting of the Standing Committee of the Cabinet on Industry, Infrastructure and Employment of the Government of West Bengal held on
- 8) AND WHEREAS in accordance with such decision of the Government of West Bengal, the LESSOR agreed to allot the plot of land described in the SCHEDULE hereunder measuring 5.44 acres at 82, B.L Saha Road, Kolkata - 700053 on **Leasehold basis for 99 years (ninety-nine years)** for "Residential Purpose" under principal use "Residential" at a lease premium of Rs. only subject to fulfilment of terms and conditions as spelt out in the offer of allotment letter being no..... so as to enable the LESSEE to erect building(s) for Residential Purpose after complying with all the formalities.

Now this INDENTURE WITNESSETH that in consideration of the purposes for which the land hereinafter referred to and mentioned in the SCHEDULE hereunder written is required by the LESSEE and a lease premium of Rs. (Rupees) only paid by the LESSEE, the receipt whereof the LESSOR doth hereby admit and acknowledge, and in consideration of the LESSEE agreeing to observe and perform the terms and conditions

mentioned hereinafter and also in consideration of the fact that the LESSEE has taken inspection of the said plot of land and has satisfied itself as to the conditions and description of the plot of land and also as to the amenities and facilities appertaining to such land and as to the nature, scope and extent of benefit or interest provided therein by the LESSOR, the LESSOR doth hereby grant and demise unto the LESSEE such land more fully described and mentioned in the SCHEDULE hereunder written (hereinafter referred to as the said demised land) to hold the same for the period of 99 years yielding and paying therefore a rent at the nominal rate of Rs.1,000/- per acre, i.e., Rs. ____/- (Rupees ____ only) per annum and subject to the terms and conditions hereinafter covenanted.

- A. The LESSEE with the intent that the obligations and covenants shall continue throughout the period of demise agrees and covenants with the LESSOR as follows:
- i) The LESSEE shall pay the annual Lease rent at the nominal rate of Rs. 1,000/- per acre, i.e. Rs. ____ (Rupees _____ only) per annum as mentioned above to the LESSOR within 30th April of every financial year from the date of registration of the Deed of Lease.
 - ii) The LESSEE shall maintain the land with boundary pillars, which the LESSOR demarcates, in good and proper condition at the cost of the LESSEE during the period of demise for easy identification of the demised land.
 - iii) The LESSEE shall use the said demised land exclusively for the purpose of constructing building thereon at the cost of the LESSEE in conformity with the Building Rules & Regulations as applicable and other Rules and Regulations as prescribed or might be framed out from time to time at Kolkata and more specifically according to plans, specifications, elevations designs and sections sanctioned by the Competent Authority and shall use the said demised land and the structure(s) thereon exclusively and wholly for "Residential Purpose" under principal use "Residential".
 - iv) The LESSEE will have to undertake construction of the building on the demised land in accordance with the sanctioned building plan and applicable building rules and will have to commence construction within 12 months from the date of delivery of possession to the successful bidder after e-Auction process which may be extended upto 24 months and complete construction and fully commission the project within a period of 60 months from the date of delivery of possession, unless extended as per decision of the Competent Authority. Time in this regard shall always be the essence of the contract. Upon LESSEE's failure to comply with this condition of lease to set up, complete construction and commission the project within the time fixed, the allotment and lease shall be liable to be cancelled and the LESSOR shall be entitled to re-enter into or upon the demised land after allowing a cure period of 3 (three) months and resume possession thereof and the same shall thereafter vest in LESSOR as in LESSOR's former estate. After such re-entering and resumption of possession, the LESSOR will make payment to LESSEE of the total consideration for lease of the demised land paid by LESSEE to LESSOR and compensation for construction, if any,

then existing on the demised land at a valuation which either would be equivalent to the construction cost of the structure less depreciation or market value at the relevant time, whichever is less, as may be assessed by the State Government less the charges, as per the table given in (xxvii) below, and the same shall be treated as agreed compensation for such loss of property. The LESSEE will in such event, be obliged to execute and register in favour of LESSOR an appropriate document of retransfer in a manner or form as may be fixed by LESSOR. All costs and expenses for such document to be executed consequent upon LESSEE's failure to comply with the provisions relating to construction and/or completion of the project and/or commissioning thereof as aforesaid shall be to LESSEE's account.

v) The LESSEE shall neither make any excavation in the land nor remove any earth / subsoil there from except in the course of normal construction or repairing of the building(s), if necessary, in contravention of provisions of any Act and Rules of the land use and management and if made with the prior permission of the Competent Authority, regard shall be had so that the surrounding plots and common area possessed by the LESSOR are not disturbed in any way.

vi) The LESSEE shall not alter the location of the sewer /water connection lines except prior approval of LESSOR, which shall not normally be allowed for the sake of greater interest of the project area.

vii) The LESSEE shall be liable to make all payments towards taxes, fees, rates, any other impositions etc. that may be levied by any local authority (in future) with effect from the date of these presents.

viii) The LESSOR shall remain indemnified against any such claims / dues payable by the LESSEE to any local authority in future.

ix) The LESSEE shall not carry on or allow to be carried on in the said land any unlawful, illegal or immoral activities which may be considered offensive or a source of any annoyance, inconvenience or nuisance to the area surrounding the demised land.

x) There shall be an option of renewal of the lease period for the like term on such terms and conditions as may be imposed by the LESSOR and included in such renewal lease deed. The LESSEE shall make over peaceful vacant khas possession of the demised land on determination of the lease. Regard shall also be had so that the surrounding plots of other allottees and common areas possessed by LESSOR are not disturbed in any way. The LESSEE shall be liable for all repairs and maintenance and keep such land in a good condition at his own cost.

xi) The LESSEE shall not sub-divide or sub-lease the demised land / or any part thereof. But

the building(s) constructed thereon or the structure(s) constructed thereon / or any part thereof may be allowed for sub-leasing / sub-letting / assignment by the LESSOR, 'in principle', on receipt of specific proposal keeping the principal use unchanged. Conditions of the instant lease shall also be applicable for such sub-lease.

xii) The LESSEE shall obtain all necessary prior clearances and licenses from the statutory and other appropriate authorities for establishing the intended project as required under Law for the time being in force and shall also go on complying with all the terms and conditions of such clearances throughout the period of Lease.

xiii) The LESSEE shall not assign, alienate or transfer the demised land or any part thereof without prior written permission from the LESSOR who reserves the right to refuse such proposal considering its merit. However in case of LESSEE's inability to continue the lease for the unexpired time period of the lease, the LESSOR shall have the right of pre-emption and upon the exercise of this right the building(s) constructed by the LESSEE on the land shall be taken over by the LESSOR at a valuation of the building(s) made by the LESSOR on the basis of the cost of construction of the building(s) less depreciation at the usual rate or the market value thereof, whichever is less. The value of the land will be the amount of the premium paid by the LESSEE. The demised land shall, however, have to be surrendered by the LESSEE to the LESSOR.

xiv) The LESSEE shall allow any person authorized by the LESSOR or Local Body concerned to inspect, maintain and construct/reconstruct the sewerage lines, water supply lines and storm water drains, water meters and other utility services or to do any work in connection therewith within the plot without any obstruction or hindrance by the LESSEE.

xv) The LESSEE shall pay and discharge all existing and future rates, taxes, other impositions, charges and enhancement, if any, of land value on the date of registration of the Deed of Lease in respect of the said demised land and structure thereon which as and when may be determined by any Competent Authority to be payable by the LESSEE to such authority under the provision of law for the time being in force. However, all past liabilities prior to the date of registration of the lease deed shall be paid by the LESSOR.

xvi) The LESSEE shall pay and continue to pay service charges to the LESSOR or Local Body for maintenance of the services within the demised land. The LESSOR or Local Body will assess and decide upon hearing the LESSEE the periodical service charge to be paid by the LESSEE from time to time.

xvii) The LESSEE shall keep the LESSOR indemnified against any and all claims for damage which may be caused to any adjoining buildings or other premises in consequence of the execution of the aforesaid works and also against all payments whatsoever which during the progress of the work, may become payable or be demanded by any local authority or

authority in respect of the same works or of anything done under the authority herein contained.

xviii) The LESSEE shall carry and perform all the obligations and duties covenanted herein and observe and perform all Laws, Rules and Regulations which may be required to be observed and performed by the LESSEE in this regard at their own costs and responsibility.

xix) If any of the aforesaid terms and conditions is violated or any act is done in contravention of the aforesaid terms and conditions covenanted herein by the LESSEE or any of its agent/employees, the LESSOR shall have the right to revoke the lease and to re-enter into possession of the demised land after allowing a cure period of 3 (three) months and resume the same including the structure(s) thereon, if any, even after the handing over of possession to the LESSEE on such determination of lease.

xx) The LESSEE shall approach to CESC Ltd. independently for ensuring supply of electricity and shall also undertake construction of all necessary internal infrastructures at its own costs and expenses.

xxi) The LESSEE at its own costs shall maintain necessary utility services and amenities including sewerage, sanitation, drainage, electricity, water and Gas Supply and other civic amenities within the plot of land hereby demised.

xxii) The LESSEE shall not encroach in any manner the adjoining land/road/pathway or any part of the area beyond the demised land. The LESSEE shall be liable to compensate for any damage caused by it directly to the infrastructural amenities or facilities of any kind provided by the LESSOR in the entire adjoining areas.

xxiii) The LESSEE shall not amalgamate the demised land or any part thereof with any other plot or plots of land without the prior permission of the LESSOR /Local Body.

xxiv) The allottee/ LESSEE may be allowed to mortgage the leasehold interest only (and not the demised land itself) on the demised premises under allotment for obtaining loans and/or assistance from any Reserve bank of India recognised Bank/Financial Institutions (not NBFCs) either in full or part, only with the prior written permission of the Lessor.

xxv) 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 as in the original lease and to such other terms and conditions as may be considered 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 consideration money and annual rent based on the prevailing market value as may then be fixed by the

LESSOR in granting such lease.

xxvi) The LESSEE shall not bring in or store or allow to be brought in or stored in the demised land or any part thereof any hazardous inflammable combustible or explosive substance or any hide, skin or other articles likely to injure or damage the demised land and/or the structures to be constructed thereon and not do or allow to be done on the demised land anything that may deteriorate the value of the demised land or injure the same in any way, except in accordance with law.

xxvii) In case of resumption of the demised land from the LESSEE, refund of the lease premium paid by the LESSEE shall be made as follows:

The lease premium paid by the LESSEE deducting the arrear lease rent (if any) together with the occupation charges to be deducted cumulatively on the cost of the original allotment taking the period of occupation of the demised land into account as under noted.

Occupation period (No. of years from the date possession)	% of lease premium to be deducted per annum or part thereof, cumulatively
Up to 1 year	1%
2 years	1% + 1% = 2%
3 years	1% + 1% + 1% = 3%
4 years	1% + 1% + 1% + 1% = 4%
5 years	1% + 1% + 1% + 1% + 1% = 5%

xxviii) If at any time it is found that the allotment of the demised land has been obtained by the LESSEE by misrepresentation or fraud, the allotment shall stand determined and the LESSOR shall be entitled to its rights as contained in para A (xiii) and (xxvii) above.

B. The LESSEE further covenants with the LESSOR as follows: -

a) The LESSEE will pay and discharge all existing and future municipal rates taxes assessments impositions and outgoings whatsoever which now are or any time hereafter shall be imposed or charged upon the transfer of the demised land and which may be payable by the owner or occupier thereof whether in respect of the transfer, the demised land or the building(s) to be erected thereon or otherwise.

b) The LESSEE will comply with and follow all applicable laws, rules and regulations for construction, use and enjoyment and possession of the said plot and the project to be set up thereon [including but not limited to Land Use Development and Control Plan (LUDCP) / Development Control Regulations of the Kolkata Metropolitan Development Authority/ Kolkata Municipal Corporation for the Kolkata Metropolitan/ Municipal Area or part thereof] and to be solely answerable and responsible for all breaches and/or defaults in compliance thereof.

- c) The LESSEE will comply with, at all times, all applicable laws, rules and regulations concerning the demised land, the project or its operations and business.
- d) The LESSEE will arrange for and establish a scientific process for the collection of garbage, refuse and sewage generated from the said plot and/or from the project to be set up on the demised land in accordance with applicable laws, rules and regulations.
- e) The LESSEE will install necessary pollution control equipment and facilities and obtain necessary periodical clearances in this regard from the applicable authorities.
- f) The LESSEE will ensure that the quality of effluents, if any, generated from the demised land 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.
- g) The LESSEE will keep the demised land 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.
- h) The LESSEE will keep all structures to be erected on the demised land in good and tenantable repairs and condition and to maintain the same in good repair and condition.
- i) The LESSEE will take necessary precautions towards fire safety and to carry out regular maintenance and replacement of electrical wirings installations and appliances.
- j) The LESSEE will allow the LESSOR or Kolkata Municipal Corporation, or any other local authority, their agents and servants with 24 hour's previous notice in writing to enter into and upon the said plot and view the state and condition thereof and to 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.
- k) The LESSEE will execute to the satisfaction of the LESSOR or Local Body 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 land in good sanitary order and condition.
- l) The LESSEE will preserve and keep intact the boundaries of the demised land and 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 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.

- m) The LESSEE will take steps to ensure that no other person may encroach into or upon any portion of the demised land.
- n) The LESSEE will make all arrangements for security, firefighting and fire safety and all necessary civic facilities and amenities as may be required for preservation and protection of the demised land at its own cost and to the satisfaction of the LESSOR.
- o) The LESSEE shall not use or allow the demised land or any part thereof or any construction thereon to be used for any purposes other than the purposes for which the same has been offered to the LESSEE as mentioned above under para- A (iii) of the covenants of the LESSEE.
- p) The LESSEE shall not allow the demised land 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 or any kind of public or private religious or charitable trust to be erected thereon or any part to be used for the said purposes.
- q) The LESSEE shall not encroach or allow or suffer any encroachment to be made upon the adjoining roads or any portions of lands surrounding the demised land or upon any other adjoining land whatsoever and 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 available to the LESSOR for breach of this condition, 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 by 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.
- r) The LESSEE shall not at any time hereafter, to open or work or dig any quarries for clay, gravel or sand, in upon or under the demised land and the LESSEE agrees that the LESSOR reserves the right to all minerals in the said plot together with such rights of way and any other reasonable facilities as may be required 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 constructions of permanent buildings/structures thereat.
- s) The LESSEE shall not do or cause to be done in or upon the demised land or any part thereof or in the building(s) 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 land or to the owners or occupiers of any adjoining or neighbouring land or premises.

- t) That any relaxation and indulgence granted by the LESSOR to the LESSEE shall not in any way prejudice the rights of the LESSOR.
- u) That the failure of the LESSOR to enforce in any one or more instances, performance of any of the terms covenants and conditions of the allotment 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 allotment or the LESSOR's rights and LESSEE's obligations. The LESSEE agrees that a waiver of any term or provision hereof may only be made by a written instrument of modification of allotment executed by both LESSOR's and LESSEE.
- v) That any statutory powers as may have been or will be conferred upon the LESSOR shall automatically apply to the demised land and provisions in that respect shall be deemed to have been incorporated in the offer by way of reference and the LESSEE is deemed to have constructive notice thereof.

C. The LESSOR hereby covenants with the LESSEE as follows: -

1. The LESSOR has good and marketable title in the demised land described in the SCHEDULE hereunder written free from all encumbrances and the LESSOR has all right to transfer the demised land to the LESSEE on leasehold basis by executing this indenture.
2. The LESSEE observing, performing, fulfilling and discharging all the responsibilities covenanted herein shall hold and enjoy the said demised land for the period of demise without any interruption by the LESSOR or any of its agents or representatives whatsoever.
3. The LESSOR further covenants with the LESSEE to save harmless indemnify and keep indemnified the LESSEE from or against all encumbrances, losses, claim charges and equities whatsoever arising or accruing before execution of these presents.

D. 1) In the event of any difference and disputes whatsoever relating to these presents or the rights and obligations of both the LESSOR and LESSEE hereto arises in course of implementation of the intended project and interpretation of this Indenture of Lease including any breach thereof, remains the same shall be referred to the Managing Director, WBHIDCO Ltd. or to a person nominated by him for settlement and whose award will be final and binding to both the parties.

2) All suits arising out of this Indenture of Lease, if any, will have Jurisdiction of Court in the City of Kolkata i.e. Hon'ble High Court Calcutta and its subordinate courts only and no other Court, when settlement through mutual discussion fails.

SCHEDULE

ALL THAT piece and parcel of land measuring about 7.44 acres (30108.61 sq.m.) be the same or little more or less being Plot No. 98, 99, 100, 101, 102, 101/718 of Mouza – Italgata, J.L 10, District South 24 Parganas, P.S – Behala, Premises no. 82, B.L. Saha Road, Kolkata - 700053 in KMC Ward No. 117, butted & bounded by –

ON THE NORTH: Marlin Elements, 112, B.L. Saha Road, Kolkata – 700053

ON THE SOUTH: Roy Bahadur Road.

ON THE WEST: Saheb Mohal – Charubabaur Jheel

ON THE EAST: B.L. Saha Road

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, SEALED AND DELIVERED BY

FOR AND ON BEHALF OF THE WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. (LESSOR)

In presence of the Witnesses

- 1.
- 2.

SIGNED BY THE AUTHORISED SIGNATORY FOR AND ON BEHALF OF (LESSEE)

In presence of the Witnesses

- 1.
- 2.

Drafted by WBHIDCO Ltd.