

**THIS DEED OF LEASE** made this ..... day of ....., **Two Thousand and Twelve** **BETWEEN** **KOLKATA METROPOLITAN DEVELOPMENT AUTHORITY**, a statutory authority constituted under the West Bengal Town and Country (Planning & Development) Act, 1979 having its office at Prasashan Bhavan, DD - I, Sector - I, Salt Lake, Kolkata- 700 064 hereinafter referred as the **“AUTHORITY”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors and assigns) of the **ONE PART AND** ....., a Company incorporated under the Companies Act, 1956 and having its registered office at ..... **OR** ....., son of ....., residing at ..... hereinafter referred to as the **“LESSEE”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors and permitted assigns\*) (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs, executors, administrators, representatives and permitted assigns†) of the **OTHER PART.**

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\* In case of Company

† In case of Individual

**WHEREAS**

- A. The Lessee had applied to the Authority for allotment and grant of lease of a plot of land within the East Kolkata /Baishnabghata Patuli Area Development Project/..... of the Authority for the purpose of setting up of ..... thereat.
  
- B. The Authority upon consideration of the application of the Lessee has agreed to grant to the Lessee a lease of ALL THAT piece and parcel of land within the East Kolkata/ Baishnabghata Patuli Area Development Project/..... containing an area of ..... cottahs more or less for the purpose of setting up of ..... thereat on the terms and conditions contained in its Letter of Allotment No. .... dated ..... and as hereinafter contained.
  
- C. The Authority has delivered permissive possession of the plot of land to the Lessee on or about ..... and since then the Lessee is in possession of the same.
  
- D. The Authority is seized and possessed of the said plot of land intended to be demised unto the Lessee having acquired right title and interest therein from the Government of West Bengal and has agreed to grant a lease unto the Lessee of the said plot of land for a period of ..... years from the date of delivery of possession of the said plot of land to the Lessee with an option for renewal and on the terms and conditions hereinafter contained.

**NOW THIS DEED OF LEASE WITNESSETH** as follows:

I. In consideration of a premium of Rs. ..../- (Rupees ..... only) paid by the Lessee to the Authority at or before the execution of these presents the receipt whereof the Authority doth hereby admit and acknowledge and in further consideration of the rent hereby reserved and of the covenants and conditions hereinafter contained and on the part of the Lessee to be paid observed and performed the Lessor doth hereby demise unto the Lessee **ALL THAT** piece and parcel of land containing by measurement an area of .....cottahs more or less fully described in the Schedule hereunder written and delineated in the map or plan hereto annexed and thereon bordered red and hereinafter referred as the **“demised premises” TO HAVE AND TO HOLD** the same unto the Lessee for a period of ..... years commencing from ..... **YIELDING AND PAYING THEREFOR** to the Authority during the said term the clear annual rent of Rs.25/- (Rupees Twenty Five only) per cottah or part thereof per annum without any deduction or abatement whatsoever on or before the 15<sup>th</sup> day of the last month of every calendar year for the year immediately preceding.

II. And the Lessee doth hereby covenant with the Authority as follows:-

- 2.1 To pay the rent herein reserved to the Authority on the days and in the manner herein mentioned without any deduction or abatement whatsoever.
- 2.2 The Lessee agrees that the rent herein reserved may be revised by the Authority according to its policies from time to time and the revised rate of rent as fixed by the Authority shall be paid by the Lessee.
- 2.3 To pay and discharge land revenue, cesses and other charges along with all existing and future municipal rates taxes assessments impositions and outgoings whatsoever which now are or during the said term shall be

imposed or charged upon the demise or the demised premises and which may be payable by the owner or occupier thereof whether in respect of the demise hereby created, the land comprised in the demised premises or the building to be erected thereon.

2.4 To undertake its own costs the construction of said ..... on the demised premises in accordance with the sanctioned building plan and applicable building rules.

2.5 To commence construction of the ..... within 24 months from the date of execution of this Deed of Lease /handing over of possession, whichever is earlier and to complete construction and commission the ..... proposed to be set up on the demised premises within a period of 36 months from the date of execution of this Deed of Lease PROVIDED HOWEVER that the Authority may at its discretion, on an application being made to it by the Lessee and on payment of such fees or penalty by whatever name called, as may be fixed by the Authority from time to time, grant to the Lessee such extension of time to commence and / or complete and commission the project on the demised premises for such period as the Authority may determine PROVIDED HOWEVER that upon failure of the Lessee to comply with such covenant to set up, complete construction and commission the project within the time originally fixed or as may be extended by the Authority, the lease of the Lessee shall be liable to be terminated by the Authority and the Authority shall be entitled to re-enter into or upon the demised premises and obtain possession thereof and after such reentry and resumption of possession, the Authority shall be liable to refund to the Lessee a sum equivalent to

the premium paid in terms of this lease less 20% thereof to be deducted as service charge.

- 2.6 To comply with and follow all applicable laws, rules and regulations for construction and the use enjoyment and possession of the demised premises and the project to be erected thereon [including but not limited to the Land Use Development and Control Plan (LUDCP) / Development Control Regulations of the Authority for the Kolkata Metropolitan Area or part thereof and the Building Rules of the Corporation/ Municipality / any other Local Authority ] and to be solely answerable and responsible for all breaches and/or defaults in compliance thereof.
- 2.7 To comply with, at all times, all applicable laws, rules and regulations concerning the demised premises, the project or its operations and business and to keep the Authority saved harmless and indemnified for all losses claims and demands which the Authority may suffer or be put to by reason of any breach or alleged breach of the aforesaid covenant.
- 2.8 To obtain at its own cost all permissions and licences which may be necessary to run the project for which the demised premises has been demised unto the Lessee and observe and perform all laws, rules and regulations which may be required to be observed and performed by it, at its own costs and responsibility keeping the Authority saved harmless and indemnified in this regard.
- 2.9 To arrange for and establish a scientific process for the collection of garbage, refuse and sewage generated from the demised premises and/or from the project to be constructed on the demised premises in accordance with applicable law, rules and regulations.

- 2.10 To install necessary pollution control equipments and facilities and obtain necessary periodical clearances in this regard from the applicable authorities.
- 2.11 To ensure that the quality of effluents, if any, generated from the demised premises shall conform to the norms laid down by the West Bengal State Pollution Control Board and the Authority and to discharge all effluents in accordance with applicable laws, rules and regulations.
- 2.12 To keep the demised premises 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.
- 2.13 To keep all structures to be erected on the demised premises in good and tenantable repairs and condition and to maintain the same in good repair and condition.
- 2.14 To take necessary precautions towards fire safety and carry out regular maintenance and replacement of electrical wirings installations and appliances.
- 2.15 To allow the Authority, its agents and servants with 24 hours previous notice in writing to enter into and upon the demised premises and view the condition thereof and 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.

- 2.16 To make regular payments for consumption of electricity, water and other services supplied to the demised premises and to keep the Authority saved and harmless in this regard. In the event there are any amounts outstanding with respect to water or electricity consumed or any other liabilities in connection with the demise or the demised premises on the expiry or sooner determination of this Lease Deed, the Lessee shall be liable to make payments for the same to be concerned authority notwithstanding the expiry or determination of this lease.
- 2.17 To execute to the satisfaction of the Authority all such works and observe and perform all such rules and conditions which shall appear to the Authority or to the sanitary authorities of the State to be necessary or desirable in order to keep the demised premises in good sanitary order and condition.
- 2.18 To preserve intact the boundaries of the demised premises and to keep them well demarcated with boundary walls, pillars or fencing according to the requisition from time to time as may be made by the Authority and to point them out when required by the Authority to any officer duly authorized by the Authority in writing to inspect them. Should any boundary mark be missing, the Lessee shall report the fact to the Authority. The Lessee shall maintain such boundary walls, pillars or fencing in good and proper condition during the term of this lease.
- 2.19 To take steps to ensure that no other person or party may encroach into or upon any portion of the demised premises.
- 2.20 To allow any person authorised by the Authority to inspect, repair and clean sewer lines and manholes or to do any other works in connection

therewith, within the demised premises without any obstruction or hindrance by the Lessee or by any of its employees/ agents/ tenants.

- 2.21 To make all arrangements for security, fire fighting and fire safety and all necessary civic facilities and amenities as may be required for preservation and protection of the demised premises at its own cost and to the satisfaction of the Authority.
- 2.22 Not to use or allow the demised premises or any part thereof or any construction thereon to be used for any purposes other than the purposes for which the same has been demised unto the Lessee, namely for the purpose of setting up ..... thereat without the prior consent of the Authority in writing.
- 2.23 Not to sub-divide or sub-lease the demised premises.
- 2.24 Not to amalgamate the demised premises or any part thereof with any other plot or plots of land without the prior permission of the Authority.
- 2.25 Not to remove any earth from the demised premises for any purpose other than for the purpose for which the land is settled, which earth should be used for re-filing of trenches excavated for construction and not to cause any damage or depreciation to the demised premises.
- 2.26 Not to bring in or store or allow to be brought in or stored in the demised premises any inflammable combustible or explosive substance or any hide, skin or other articles likely to injure or damage the demised premises and/or the structures to be constructed thereon and not do or allow to be done on the demised premises anything that may deteriorate



the value of the demised premises or injure the same in any way, except in accordance with law.

2.27 Not to allow the demised premises 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 to be erected thereon or any part to be used for the said purposes.

2.28 Not to assign and/or transfer its right or interest in the demised premises or in any part thereof or in the structures thereon or part thereon without previous consent in writing of the Authority PROVIDED HOWEVER that the Lessee may be allowed by the Authority at its discretion on sufficient grounds to assign and/or transfer its leasehold right for the unexpired period of the lease in the constructed spaces on the demised premises upto a maximum of 50% of the constructed spaces, on payment of such fees as may be fixed from time to time by the Authority PROVIDED FURTHER that the assignee shall utilize the constructed space in the demised premises for a purpose broadly in conformity with the purpose of the original lease. The decision of the Authority in this regard shall be final and binding and shall not be subject to challenge. In case of sub leases or assignments without the written consent of the Authority, the leasehold right of the Lessee shall be liable to be determined and the Lessee and all persons claiming under the Lessee liable to make over, without any claim for compensation for the structures or otherwise, possession of the demised premises with all buildings thereon as may be standing at that time to the Authority. Save as provided herein, the Lessee will not be entitled to transfer or assign the demised premises or part thereof or any construction erected thereon

or any part thereof by way of sale, gift, mortgage or otherwise. The demised premises also cannot be bequeathed by Will except to a member of the Lessee's family, the word "family" having the same meaning as defined in respective personal law. A transfer or assignment which is restricted hereby shall also include transfer or assignment by way of amalgamation, reconstruction or any other mode or manner by which the leasehold interest of the Lessee is whether due to its voluntary or an involuntary act, transferred to any other person, without the consent in writing of the Authority first had and obtained on payment of applicable charges, provided that the Lessee shall have the right to mortgage or charge the leasehold interest in the demised premises or building erected or to be erected thereon in favour of a bank or financial institution.

- 2.29 Not to change the classification of the demised premises to any purpose other than the purpose for which the lease is granted without the prior consent of the Authority in writing.
- 2.30 Not to encroach or allow or suffer any encroachment to be made upon the adjoining roads or any portions of lands surrounding the demised premises or upon any other adjoining land whatsoever. 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 conferred on the Authority under these presents, be liable to pay to the Authority damages at such rate and for such period as the Authority 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 the Lessee shall, in addition, hold the Authority harmless and indemnified against any loss, damage, claims or

actions whatsoever that the Authority may be put to or the Authority may in anywise incur in anyway relating thereto or arising therefrom.

- 2.31 Not at any time during the term of this lease, to open or work or dig any quarries for clay, gravel or sand, in upon or under the demised premises and the Lessee agrees that the Authority reserves the right to all minerals in the demised premises together with such rights of way and any other reasonable facilities as be requisite 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 permanent buildings/structures.
- 2.32 Not to claim any damage or compensation for delay in providing any infrastructural facility such as sewerage connection, water supply, electricity connection for the demised premises or for any other similar cause.
- 2.33 Not to do or cause to be done in or upon the demised premises or any part thereof or in the building 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 premises or to the owners or occupiers of any adjoining or neighboring land or premises.
- 2.34 At the expiry of the term hereby granted or sooner determination thereof, the Lessee shall make over vacant and peaceful possession of the demised premises to the Authority together with all buildings and constructions erected thereon, free from all encumbrances, charges, mortgages and without payment of any cost or compensation for the

buildings/structures existing at the time of expiry of lease or sooner determination thereof.

III. The Authority hereby covenants with the Lessee as follows:-

3.1 The Lessee shall be provided with all available facilities in respect of sewerage connection, water supply, electricity connection, road and other amenities as may be available to other licensees/lessees in respect of other plots of land of the East Kolkata/ Baishnabghata Patuli Area Development Project/..... of the Authority PROVIDED that such facilities shall be made available at the peripheral roads abutting the demised premises and the Lessee at its own cost shall have to take connection thereof.

IV. The Authority and Lessee hereby agree and covenant with each other as follows:-

4.1 That on the expiry of the term of this Lease, subject to the Lessee complying with the terms of the Lease Deed, the Lessee shall have an option for renewal thereof (which option the Lessee must exercise by providing prior 6 months' notice in writing) for a like term on such terms and conditions as to payment of premium and rent or otherwise as the Authority and Lessee by mutual consent may agree upon (except this clause of renewal) and upon such option being exercised, the Authority shall execute and cause to be registered in favour of the Lessee, a Deed of Renewal of Lease in respect of the demised premises.

4.2 That any demand for payment or notice requiring to be made upon or given to the Lessee shall be sufficiently made or given if sent by the Authority to the Lessee at the address of the demised premises or sent by registered post/ speed post addressed to the Lessee at the demised

premises or to its last known address and that notice requiring to be given to the Authority shall be sufficiently given if delivered at or sent by registered post/speed post addressed to the office of the Joint Secretary/ Deputy Secretary, Marketing and Management Unit. All changes of address of the Lessee shall be communicated by the Lessee to the Joint Secretary/ Deputy Secretary, Marketing and Management Unit of the Authority in writing within a reasonable period of its change.

- 4.3 That any relaxation and indulgence granted by the Authority to the Lessee shall not in any way prejudice the rights of the Authority under this Deed of Lease.
- 4.4 That the failure of the Authority to enforce in any one or more instances, performance of any of the terms covenants and conditions of these presents 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 Deed of Lease or the rights and obligations of the parties hereto. The Lessee agrees that a waiver of any term or provision hereof may only be made by a written instrument of modification of lease executed by both parties hereto.
- 4.5 That any statutory powers as may have been or will be conferred upon the Authority shall automatically apply to the demised premises and provisions in that respect shall be deemed to have been incorporated in these presents by way of reference and the Lessee is deemed to have constructive notice thereof.

- 4.6 That terms and conditions of the lease shall be subject to changes of policy of the Authority from time to time and the Lessee shall abide by the same.
- 4.7 If the Lessee being an individual or individuals shall become insolvent or commit an act of insolvency or be adjudicated insolvent or enter into a composition or arrangement with its creditors or if the Lessee being a company or corporate body shall go into liquidation or be wound up whether compulsorily or voluntarily (including for the purpose of amalgamation or re-construction) or suffer any execution proceedings to be levied or a receiver to be appointed in respect of any of their properties and effects or notwithstanding anything in these presents contained, if the Lessee is in breach of any of the terms, conditions and covenants contained in these presents and on its part to be paid observed or performed and the Authority calling upon the Lessee to rectify the breach complained of and such breach not being cured or rectified to the Authority's satisfaction within a period of 6 (six) months from the date of service of such notice, then and in any of such cases, it shall be lawful for the Authority or any person duly authorised by it without any further notice at any time thereafter to treat this demise as determined and to reenter into and upon the demised premises or any part thereof and the same to have again re-possessed and enjoyed as in its former estate and without being liable to pay any cost or compensation for the demised premises or the buildings or structures thereon which shall vest in the Authority on such termination and notice of resumption, but without prejudice to any right of action or remedy of the Authority in respect of any antecedent breach or non-performance or non-observance of any of the covenants and conditions by the Lessee herein contained.

- 4.8 That if it is found that the lease of the demised premises has been obtained by the Lessee by misrepresentation or fraud, the Lease shall stand determined and the Authority shall be entitled to its rights contained in clause 4.7 above.
- 4.9 That in the event of the demised premises or any part thereof or any structure thereon being materially damaged or destroyed by earthquake tempest or other act of God or any irresistible force or fire not caused by any act or neglect on the part of the Lessee so as to render the demised premises or any part thereof substantially and permanently unfit for the purpose for which it has been let, this lease shall at the option of the Lessee be void.
- 4.10 That in case of any dispute in the interpretation of any of the clauses of the terms and condition contained in this Deed of Lease, the decision of the Authority shall be final and binding.
- 4.11 That both the Authority and the Lessee expressly agree for registration of these presents. The cost of preparing, stamping and registering this Deed of Lease shall be borne by the Lessee.
- 4.12 Courts at Kolkata alone shall have exclusive jurisdiction to try and entertain all disputes arising out of this Deed of Lease and the transactions contemplated herein.

**THE SCHEDULE ABOVE REFERRED TO**

**ALL THAT** piece or parcel of land measuring .....  
(.....) cottahs be the same a little more or less comprised  
in part of R.S. Dag No. .... of .....

Mouza J.L. No..... and part of R.S. Dag No. .... J.L. No. .... being KMDA Plot Nos. .... and ..... and situated at and being part of the East Kolkata Area Development Project of the Authority in the District of South Twenty Four Parganas and delineated in the map or plan annexed hereto and bordered red thereon and butted and bounded as follows, this is to say:

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

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

**SIGNED AND DELIVERED** for and on behalf of the **AUTHORITY, KOLKATA METROPOLITAN DEVELOPMENT AUTHORITY** by Mr. .... its ..... at Kolkata in presence of :



**SIGNED AND DELIVERED** for and on  
behalf of the **LESSEE**,  
..... by  
Mr. .... its  
..... pursuant to a  
resolution of its Board of Directors passed  
at its meeting held on ..... at  
Kolkata in presence of :

18

DATED THIS      DAY OF                      , 2012

Between

**Kolkata Metropolitan Development  
Authority**

... Authority

And

.....

... Lessee

**DEED OF LEASE**