# ASANSOL DURGAPUR DEVELOPMENT AUTHORITY

(A Statutory body of the Government of West Bengal)

Durgapur Office:

1st Administrative Building

Durgapur - 713216

Ph. No.: (0343) 2546815, 2546716, 2546889

E-mail: dgp addadgp@sancharnet.in

Asansol Office:

1st Floor, (Near Court Compound) Behind Girls College, Asansol-04

Ph. No.: (0341) 2257377-78

Fax No.: (0341) 2257379

Memo .No. ADDA /ASL/. 65 1. 28

Date: 09 04.69

To
The Director,
M/S. Straight line Vyapar Pvt. Ltd.,
Kanyapur Industrial Estate,
Asansol: 4, Dist.: Burdwan.

Subject: Grant of No- objection Certificate. Ref.: Your letter dated: 02.04.2009.

Sir,

With reference to your above letter this is to inform you that ADDA has considered your prayer for grant of "No- objection" to change the name of the Company from "Straight line Vyapar Pvt. Ltd." to "Straight line Food Products Pvt. Ltd."

Now, all the correspondence from ADDA will be made in the name of M/S. Straight line Food Products Pvt. Ltd.

Yours faithfully,

Chief Executive Officer

Asansol Durgapur Development Authority

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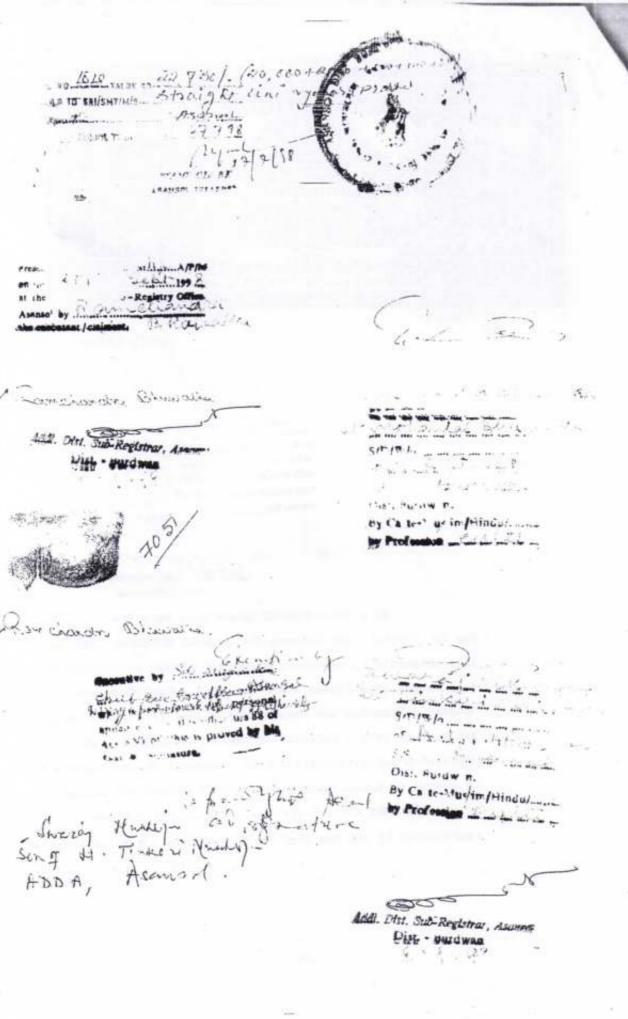
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day of August 1998 Between the Asansol Durgapur Development Authority, A statutory authority of the Government of West Bengal constituted under the West Bengal Town and Country (Planning and Development ) Act, 1979 (West Bengal Act XIII of 1979) hereinafter called the LESSOR (which expression unless excluded by or repugnant to the context be deemed to include has successors in office and assigns) of the ONE PART and M/s Straight Line Vyapar Private Ltd. represented by Sri Ram Chandra Bhuwalka son of Sri Mohanlal contd..





Mohanlal Bhuwalka, a Director of the Firm/ a Private Ltd., Company registered under the Indian Companies Act having Registered office at C/o O.M.Textile, 17, M.A.Street, P.O. Asansol, District Burdwan, hereinafter called the LESSEE (which expression unless excluded by or repugnant to the context be deemed to include its successors and assigns/ Partners and their respective heirs executors administrators representatives and permitted assigns as

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assigns as also the partners for the time being of the said firm and their respective heirs executors administrators representatives and permitted assigns ) of the OTHER PART.

Durgapur Development Authority (hereinafter referred to as LESSOR) for a lease for the purpose of building a factory for the manufacture of Granite Cutting Polishing & Packing on the land hereinafter mentioned and described in part of

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in part of the Schedule hereunder written and LESSOR has agreed to grant such lease for the period and on the terms and conditions hereinafter expressed.

WITNESSETH AS FOLLOWS

1. In consideration of the premium or selami of Rs.4,52,325.00 (Rupees Four lakks fifty two thousand and three hundred twenty five ) agreed to be paid by the LESSEE to the LESSCR out of which the sum of Rs.2,27,325.00 (Rupees Two lakks twenty seven thousand three hundred twenty five )

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five) only has been paid by the LESSEE on or before the execution of these presents and the balance sum of Rs. 2, 25,000. (Rupees Two lakhs twenty five thousand) only to the LESSOR agreed to be paid by 2 (two) equal annual instalments with interest at the rate of 10 (ten) percent per annum on the sum remaining the due and of the rent hereby reserved and fully mentioned in Pert. II of the Schedule hereunder written and of the terms convenants and conditions contained in part II of the said Schedule hereunder written on the part of the

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of the Lessee to be paid observed and performed, the LESSOR doth hereby grant and demise unto the LESSEE on as is where is basis.

and described in Part I of the Schedule hereunder written (hereinafter referred to as the demised premises). TO HOLD the same unto the LESSEE for the period of 60 (sixty) years from the First day of June 1998 to the 31st day of May 2058 yielding and paying therefore the rents at the time and in the manner mentioned in Part II of the said Schedule hereunder written.

## The Schedule above referred to

#### PART-I

Particulars of the Holding

1. No. of Survey Plot : M - 4

2. Khatian No. :

E 1

3. J.L.No. : 12

4. Area of Plot : 1 (one ) acre 225 ( two hundred twenty five ) Sq.ft.

5. Touzi No. : 19, Manbhum

6. Name of Mouza : Gaurui

7. Name of Pargana : Shergarh

8. Name of Thana : Asansol

9. Sub-Registration office: Asansol

10. District : Burdwan

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#### Boundaries of the plots

North : 60 ft. wide Road

East : A.D.D. A's land

South : 60 ft. wide Road

West : 60 ft. wide Road

The demised premises is shown in the Map or plan hereto annexed within boundaries in Red Colour.

### PART - II

- 1. The LESSEE to the interest that the obligations herein on the part of LESSEE contained shall agree and covenant with the LESSOR that LESSEE shall duly and punctually fulfil observe and perform the terms and conditions and covenants hereinafter expressed.
- or selami of Rs.2,25,000.00 (Rupees two lakes twenty five thousand) only by two equal annual instalments of Rs.1,12,500.00 (Rupees One lake twelve thousand five hundred) only, the first of such instalment being payable on 01.6.99 the first day of June, 1999 and the succeeding second instalment on 01.6.2000. The LESSEE shall along with each such instalment pay interest on the amount for the time being remaining due and payable for balance of premium or selami at the rate of 10% per annum. (Provided however that should the LESSEE duly and punctually pay such instalment, interest will be payable at the rate of 9% per annum in lieu of 10% percent per annum). That the interest is the first charge on all payments. Provided that in the event, the LESSEE fails to pay any one of the

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of the instalments or the last instalment towards the premium as provided above together with the requisite rate of interest as mentioned above within a period of three months from the date on which it fails due the Government shall have the right to determine the lease and resume the leasehold land and reenter upon the same without requiring any notice to be served on the LESSEE without prejudice to its right of recovering such sum or sums of money as may be due to the Government at that point of time and taking such other step or steps as are permissible under the terms and conditions of this presents and under the law.

- The LESSEE shall pay the rent of the demised premises to the Asansol Durgapur Development Authority by 31st March of each year at the rate of Rs. 5.00 per cotta per annum.
- In default of payment of rent within the year in which the rent falls due the LESSEE shall be bound to pay in addition to the arrear of the rent interest at the rate of 6% percent per annum on the amount of the rent in arrear from the date of default till the date of payment and the arrear with interest payable thereon shall be realisable as a public demand under the Bengal public temands recovery Act or any statutory modification thereof of the time being in force.
- obtain lease of the land described in the Schedule herein on the terms and conditions mentioned in this presents on as is where is basis and the LESSEE shall pay and bear all proportionate costs, expenses and charges for infrastructural development of the demised leasehold land namely for the purpose of constructing roads, pathways drainage system and for providing

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In the event of the LESSEE holding over after the expiration of the period of this demise the LESSEE shall be bound to pay for any year subsequent to the expiry of the period of this demise rent at such rate as may be assessed upon the demised land by the LESSOR.

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and fulfil the terms and conditions and covenants on the part of the LESSEE herein contained, the LESSEE shall on the expiration of the aforesaid eriod of sixty years and thereafter in successive of thirty years have the right to obtain a renewed lease on the same terms and conditions have as to rent which may be increased or otherwise varied in accordance with the provisions of the law or any rules framed by the Authority as may be inforce for the time being and in the absence of any such law or rules, then as may be fixed by the Government. Such increase shall not exceed twenty five percent of the rent fixed by these presents or the renewed leases as may at the time in force.

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8. The LESSEE shall have the right to mortgage or create charge in respect of it's/their leasehold interest subject to the terms and conditions of this lease in favour of LIC. Nationalised Banks or other Government institutions, Provided, however, before creation of any mortgage or charge in respect of the leasehold interest in favour of any party the prior consent of the LESSOR in writing shall have to be obtained by the LESSEE and the LESSOR shall be entitled to impose such term or terms and/or condition or conditions as it may seem necessary before according consent to the LESSEE for creating any mortgage or charge. Provided further the LESSEE shall not be entitled to assign, alienate or transfer in any form or nomenclature whatsoever it's/their leasehold interest and the buildings and/or other erections or structures either in whole or in part or parts thereof without the prior consent of the LESSOR in writing and in the event the LESSOR accords permission to the LESSER to effect any transfer either in whole or in part or parts the LESSOR shall be entitled to impose such term or terms and/or condition or conditions on the LESSEE as it may seem reasonable and necessary and it shall be the exclusive authority and domain of the LESSOR to decide and/or settle the term or terms and/or condition or conditions for granting permission to the LESSEE or effecting transfer either in whole or in part or parts. In the event, the LESSOR accords permission for transfer and/or assignment the transferee and/or assignee or assignees concerned shall duly get his/its or their name or names registered with the LESSOR within three calender months after obtaining possession

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possession of the leasehold premises and will posses and use
the land subject to the terms and conditions herein and be found
by all terms covenants and conditions herein contained on the
part of the LESSEE to be observed, fulfilled and performed.

The LESSEE shall not in any way diminish the

value of or injure or make any permanent alterations in the said demised land which may impair the value of the land in any way without the previous written consent of the Asansol Durgapur Development Authority or any officer authorised on that behalf of the Asansol Durgapur Development Authority and shall not sell or dispose of any earth, clay, gravel, sand or stone from the demised land, nor excavate the same except so far as may be necessary for the execution of the works as stated in clause 16 of these presents. The LESSKE shall however have the right to remove any surplus earth, sand, stones or gravel from the demised premises during or after the construction or erection of any buildings or structure on the demised land. In the event of LESSEE making any ditch or excavation which causes injury to the property without the consent of the LESSOR it shall be filled in after due notice to the LESSEE by the LESSOR or any officer authorised that behalf who shall recover from the LESSEE the expenses incurred by him for the purpose as arrears of rent.

The LESSEE shall keep the land free from jungle and all sorts of nuisance and where the land is used for industrial purposes, the LESSEE shall ensure that:

a) No trade effluent or other waste materials which is alkaline or obnoxious or will cause toxic reaction or be otherwise injurious to public health is discharged into any adjoining

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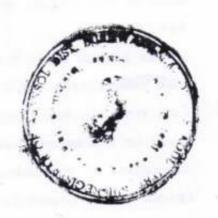
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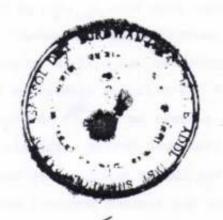
adjoining land, drain, sewer, stream or river.
No smoke or fumes is released into open air
without adequate treatment, according to such
standards as may be prescribed by the Government/LESSOR or any other competent authority
in this regard.

- b) Upon failure of the LESSEE to do so the LESSOR, after notice to the LESSEE, may cause such nuisance to be removed or otherwise dealt with as the LESSOR may think fit and proper to do in the interest of public health and safety and all expenses incurred by the LESSOR/Government in that regard shall be recoverable from the LESSEE.
- c) The LESSEE shall have to obtain a no objectien conflicate and/or an appropriate certificate from the West Bengal Pollution Control Board or the appropriate authority under the law in respect of the industry to be set up by the LESSEE in the leasehold land and shall furnish duly certified copy of such certificate to the Government and/or appropriate authority within six weeks from the date of execution of this presents. Provided further that the LESSEE shall also have to obtain appropriate certificate from the West Bengal Pollution Control Board and such other appropriate authority as may be required under the law regarding operation and functioning of the industry in the leasehold land and shall furnish a duly certified copy of such certificate to the LESSOR/Government/appropriate authority as

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authority as and when required by the covern-

- The LESSEE shall pay and discharge all existing and future rates, taxes and assessment, duties, impositions, outgoings and burden whatsoever assessed, charged or imposed upon the demised premises or upon the owner or occupier thereof in respect thereof or payable by either in respect thereof. If there is no Municipal law in force the LESSEE shall pay such local taxes and charges for the purpose of conservancy, lighting, water supply, road maintenance, drainage arrangements and the like as shall be fixed from time to time by the LESSOR or the Government of West Bengal.
- of the holding and will keep them well demarcated according to the requisition from time to time as may be made by the LESSOR or any officer authorised on that behalf and shall point out when required by the LESSOR or any officer authorised in that behalf. The LESSOR or any of its officers authorised by the LESSOR in that behalf shall be allowed to inspect the demised premises at any time during the day time upon notice being given, should any boundary mark be missing the LESSEE shall report the fact to the Chief Executive officer of the Asansol Durgapur Development Authority or any officer authorised in the behalf.
- 13. The LESSEE shall not be entitled to convert or allow to be used the demised land or any part thereof into a place of religious workship or use or allow the demised premises or any part thereof to be used as place for cremation or burial or for any religious purposes.
- 14. The LESSEE shall not sublet the demised land or any part thereof or assign its lease hold interests or part with the possession of the same without the consent in writing, first had and obtained from the LESSOR.

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- person to use the demised land or any part thereof for a purpose other than that for which it is lessed or in a manner which render it unfit for use for the proposed of the tenancy.
- person to use the demised land or any part or portion thereof for any immoral or illegal purposes or in any sanner so ar to become a source of grave danger to the public peace or public safety or allow any activities therein subversive of the Government established by law in India.
- If the demised land or any part thereof shall, 17. at any time, be required by the LESSOR/Government for a public purpose the LESSEE shall vacate and debur possession of the same on demand upon payment of the compensation that may be assessed to be payable to the LESSOR by the appropriate authority. If the land is required permanently the lease shall forthwith be determined and the LESSEE shall be entitled to such fair and reasonable compensation for buildings and improvements effected by the LESSEE as shall be decided by the LESSOR/Government or any officer authorised in that behalf, either by the Asansol Durgspur Development Authority or the State Government. If a part of the land is required, whether permanently or temporarily or if the whole land is required temporarily the lease shall not be determined, but in the former case the LESSEE shall be entitled to proportionate reduction of the rent and in the latter case to a total remission of rent and to such compensation in either case as shall be decided by the said LESSOR or the Government of West Bengal which shall be final.

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- 18. The LESSOR reserves the right to all minerals in the lands together with such rights of any other reasonable facilities as may be requisite for working, winning, gathering and carrying away such minerals.
- structure privy or latrine or making any additions thereto or alterations therein, to the plan thereof approved by the officer authorised on that behalf by the LESSOR/Government of West Bengal.
- West Bengal or its officers authorised in that behalf on 24 hours notice at all reasonable time during the erection of the buildings and subsequent thereto to enter upon the demised premises to view the condition of the buildings for the time being erected or in course of erection thereon and for all other reasonable purpose.
- 21. On breach or non-observance of any of the foregoing covenents, terms and condition herein on the part of the
  LESSEE contained or on the LESSEE being adjudicated insolvants or
  making any composition with its/their creditors and LESSOR shall
  have the right to determine this lease and the LESSEE shall be
  liable to rejectment in accordance with the provisions of the
  law for the time being inforce but without prejudice to any
  other right or remedy of the LESSOR/Government of West Bengal
  that might have accrued.
- 22. Should the LESSEE fail and neglect to erect and construct the factory within two years for the date of these presents the LESSOR shall have the right and the entitled to determine these presents and there after to reenter into

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name of the whole or ourrent price of the land be charged.

23.

a) Should the said land at any time thereafter

lease for a period of 2 (two) consecutive years to be hold and

used or ceased to be required for the purpose provided for in the

foregoing clauses then and in any such cause, the LESSOR may

forthwith reenter upon and take possession of the said demised

land togetherwith all buildings thereon, whether such buildings

were erected before and after the demise of the land to the

LESSEE and thereupon the LESSEE shall have no further right title

or interest in the said land and buildings and its demise shall

absolutely cease and determine.

- use or keeps the leasehold and vacant unutilised either in whole or in part continuously for a period of two consecutive years the authority may forthwith resume possession of the leasehold land or such portion thereof which would be remain unutilised and reenter upon the same and take possession without prejudice to its rights for taking such other steps or step for the same as would be permissible under this presents and under the law.
- der/ resumption cancellation of allotment the premium of the property is to be refunded to the LESSEE provided that the property is surrendered/ resumed in the same condition in which it was leased out. However the LESSOR has right to deduct an amount of 2 (two) percent of premium or selami realised or liable to be realised as administrative cost for such surrender or resumption, of the property of the implies.

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- 5 (five ) years from the date of allotment. If such period exceeds 5 (five ) years from the date of allotment the amount of deduction will be 4 percent of premium or selami as administrative cost for such surrender/resumption.
- 24. On taking such possession the LESSOR may sell or otherwise deal with the said land and buildings as it may think proper.
- Should the LESSOR sell the land with the building the LESSOR after deducting the expenses incurred in connection with the said taking of possession and such sale shall pay the proceeds to the LESSOR after deducting there from the value of the leasehold land and all this as may remain due and owing to the LESSOR.
- Should the LESSOR decides not to sell the land and buildings, the LESSOR shall retain the said land and buildings thereon in with case the LESSOR shall, pay the LESSEE the market value as on the day of reentry of all the buildings only erected by the LESSEE and may its discretion or sufficient grounds refund the premium or selami.
- 27. Should the LESSOR decide to sell the buildings only upon such sale the LESSOR shall, after deduction the expenses of taking possession and selling pay the balance of the proceeds of sale of the said buildings after deducting any other sums as may be to the LESSOR and may on sufficient grounds refund the premium or selami paid by the LESSEE.

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

Signed sealed and delivered by the Chief Executive Officer for and on behalf of the Asansol Durgapur Development Authority in presence of :

For and on behalf of the Asansol Durgapur Development Authority.

Assistant Executive Officer

Asansol Durgapur Development Authority

Chief Executive Officer

Assasol-Durgspur Development Authority & Special Officer. Dev. & Planning

CH eff Assau thre Officer Asansol Durgapur Development Authority

Special Officer Development & Planning (T&CP)Deptt. Government of West Bengal

Common seal of has been affixed hereto

Ranch Brundha

Director

STRAIGHT LINE VYAPAR PVT. LTD. 40 0M DEKTILES IT, M.A. STREET ASANSOL-713301

and

The Directors partners thereof who have also affixed their signatures hereto as such in the presence of :

Second witness

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PLANNING ASSISTANT-I A. D. D. A. ASANSOL







