

2088

(1) 29/12



पश्चिम बंगाल WEST BENGAL

17AB 832750

I-4246/1983

A.C.N.O
6152

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Cost of Stamp 11
Cost of Court fee 10
Cost of Cartridge Paper 10
Cost of Filing fee 34.50
Cost of R.O. 120.00
Total Rs. 197.50 (Rs. one hundred ninety seven paise fifty only)
Name of applicant... B. Chatterjee
A.C. No. 6152 Date 29/12/17



A.D.S.R. Durgam Chattri
Burdwan.

04 JAN 2018

INDIA NON JUDICIAL

₹ 5000

R\$ 5000

भारत

पाँच हजार रुपये FIVE THOUSAND RUPEES

one thousand

3570
 4746.50
 Paid to
 5-40

Joint Sub-Registrar of
Raniganj - Jurgapur

THIS INDENTURE OF LEASE made this 15th day of JULY 1983 BETWEEN THE GOVERNOR OF THE STATE OF WEST BENGAL hereinafter called the "LESSOR" (which expression unless excluded by or repugnant to the context be deemed to include his successor in office and assigns) of the ONE PART AND MESSRS. BENGAL TOOLS LIMITED, registered under DGTD having its registered office at Todi Mansion, P-15, India Exchange Place Extension, Calcutta 700 073 hereinafter called the "LESSEES" (which expression unless excluded by or repugnant



3542

Bengal Tools

Extended

4.7.83

[Signature]

14-36/15
18.8.3
Surya Kumar
15.7.83

4 x @ 5000/- = 20,000/-

1000/-
1000/-

20/-

51/-

20,000/-

Surya Kumar

Joint Sub-Registrar



Joint Sub-Registrar

Joint Sub-Registrar

Cal-73

4775

Surya Kumar

Consultant Attorney

M/S. BENGAL TOOLS LTD.

[Signature]

Joint Sub-Registrar

Joint Sub-Registrar

[Signature]

Joint Sub-Registrar

Joint Sub-Registrar

Joint Sub-Registrar

Joint Sub-Registrar

5000Rs.



:: 2 ::

to the context be deemed to include its successors and assigns and their respective heirs executors administrators representatives and permitted assigns) of the OTHER PART.

WHEREAS the Lessee applied to the Government of West Bengal (hereinafter referred to as the "Government") for a lease for the purpose of building a factory for the manufacture of LPG Cylinders on the land hereinafter mentioned and described in Part I of the Schedule hereunder written and Government 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 of salami of Rs. 1,47,000/- agreed to be paid by the lessee to the lessor out of which the sum of Rs. 50,000/- (Rupees fifty thousand only) has been paid by the lessee on or before the execution of these presents and

Handwritten signature

3542

MS. Bengal - India

1500

Cakara Colours

Treasury

47-1583

Li

4 x @ 5000/- = 20,000/-

10 x

20/-

10 x

5/-

20,025/-



47 46/803
4.

Dist. Registrar, Burdwan

15783



11 3 11

the balance sum of Rs.97,000/- (Rupees ninety seven thousand only) to the Government of West Bengal agreed to be paid by six equal annual instalments with interest at the rate of 10% per cent per annum on the sum remaining the due and of the rent hereby reserved and fully mentioned in part 11 of the schedule hereunder written and of the terms covenants and conditions contained in part-11 of the said schedule hereunder written on the part of the lessee to be paid observed and performed, the lessor doth hereby grant and demise unto the lessee. All that piece or parcel of land mentioned and described in part 1 of the schedule hereunder written (hereinafter referred to as the "demised premises") TO HOLD the same unto the Lessee for the period of sixty years from the 15th day of July 1983 to the 14th day of July 2043 yielding and paying therefor the rents at the time and in the manner mentioned in Part-11 of the said

3542
 No. to H.S. ... 7000 LD
 S.P. - 15 ... Exchange ... Extension
 ... 73
 Calcutta Collection
 Treasury
 4-7-1983
 [Signature]

4 x @ 5000/- = 20,000/-
 1 x 20/-
 1 x 5/-
 20,025



4246/83
 [Signature]

Sub-Registrar
 Burdwan

15783

5000Rs.



:: 4 ::

schedules hereunder written.

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

Signed Sealed and Delivered
by Special Officer, Development
and Planning (T & CP) Deptt. Govt.
of West Bengal, for and on behalf
of the Governor of the State of
West Bengal in the presence of :

First witness: *Li*
Asst. Executive Officer, 1)
Asansol-Durgapur Development Authority,
CITY CENTRE DURGAPUR.

Second witness:

For and on behalf of the
Governor of the State of
West Bengal.

Li
Special Officer,
Development & Planning (T & CP) Dept
Government of West Bengal.

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

Page No. 3542

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W.C. Be
P-15-2nd

159. 6-15-1968
6-15-73

Calif. Collections,
Transit.

Treasury,
4-7-1983

W. J. J. J. J.

$$4 \times @ 5000/- = 20,000$$

1. ∞

124

20.0 2



42nd/50th
9.

Joint Sub-Registrar of
Rangit

757.8

20 Rs.



:: 5 ::

Common Seal of



has been affixed hereto

BENGAL TOOLS LIMITED

"1-31 MANSION"

#15, India Exchange Place Extension

Calcutta-700 073

and

the Director/thereof the have also affixed his

Signature here to as such in the presence of:

BENGAL TOOLS LIMITED

"1-31 MANSION"

#15, India Exchange Place Extension

Calcutta-700 073

First Witness :

Constituted Attorney

Jashar Kanti Chandemir.
ADDA, City Centre, Durgam - 9

Second Witness :

Order No 3542

M/S. Bengel Tools Ltd.

P-15 India Exchange Place Extension

Cal - 73

Chief Collector,

Treasury.

4.7.83

[Signature]
Vice-Chief

4% @ 5000/- = 20,000/-

10 x

20/-

10 x

5/-

20,025



[Handwritten signature]
4/7/83

[Signature]
District Registrar, Durgam Chattri

4/7/83



11 6 11

THE SCHEDULE ABOVE REFERRED TO

PART - 1

Particulars of the Holding

- | | | | |
|------------------------------|-------------|----------------|-------------|
| 1. No. of Plot : | 1721(Part) | 2. Khatian No. | 744,584,771 |
| | 1722(Part) | | 584 |
| | 1723(Part) | | 784 |
| | 1724(Part) | | 171 |
| | 1872(Part) | | 2134 |
| | 1873 | | 2028 |
| | 1874 | | 2034 |
| | 1875(Part) | | 2069 |
| | 1876 | | 2034 |
| | 1877 | | 2028 |
| | 1878 | | 1851 |
| | 1879(Part) | | 1851 |
| | 1880(Part) | | 1851 |
| | 1881(Part) | | 1851 |
| | 1882(Part) | | 1851 |
| | 1883(Part) | | 1851 |
| | 1887(Part) | | 1848 |
| | 9608(Part) | | - |
| 3. J.L. No. | 85 | | |
| 4. Area of Plot: | 2.94 acres | | |
| 5. Touzi No.1, HI No. | 1018 | | |
| 6. Name of Mouza: | Gopinathpur | | |
| 7. Name of Pargana : | Silampur | | |
| 8. Name of Thana : | Durgapur | | |
| 9. Sub-Registration Office : | Durgapur | | |
| 10. District : | Bardwan | | |

3542
 W.S. Bengali Tools Ltd
 P-15 Indira Place Extension
 Cal-73
 Calcutta Collectors,
 Treasury.
 4.7.1983
 Treasurer

10 x 550/-
 10 x 500/-
 10 x 500/-
 10 x 500/-
 10 x 20/-
 10 x 5/-
 20,025



12/1/83
 H.

Joint Sub-Registrar of
 Burdwan 15.7.83

Boundaries of the plot

North - 50'-0" wide proposed Road

East - Open Space, H.T.line and then Boundary Wall of R.I.C.

South - Open Space, H.T.line and then Nassir Avenue

West - 50'-0" wide proposed Road

The demised premises is shown in the map or plan hereto annexed within boundaries in Red colour.

PART - 11

1. The lessee to the interest that the obligations herein on the part of lessees contained shall agree and covenant with the lessor that lessee shall duly and punctually fulfil observe and perform the terms conditions and covenants hereinafter expressed.

2. The lessee shall pay the balance of the premium or salami of Rs.97,000/- (Rupees ninety seven thousand only) by six equal annual instalments of Rs.16,166.66 (Rupees sixteen thousand one hundred sixty six and paise sixty six only), the first of such instalments being payable on 2nd day of June 1984 and the succeeding five instalments in five succeeding years on the 2nd day of June each year. 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 salami 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% per cent per annum.

3. The lessee shall pay the rent of the demised premises to the Development & Planning (Town and Country Planning) Department of the Government of West Bengal by 31st March of each year at the



4. 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% per cent 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 Demands Recovery Act or any statutory modification thereof of the time being in force.

5. 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.

6. Should the lessee duly and faithfully observe and fulfil the terms conditions and covenants on the part of the lessee herein contained, the lessee shall on the expiration of the aforesaid ^{sixty years and thereafter to successive period of} period of thirty years have the right to obtain a renewed lease on the same terms and conditions save as to rent which may be increased or otherwise varied in accordance with the provisions of the law or any rules framed by the Government as may be in force 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 per cent of the rent fixed by these presents or the renewed leases as may at the time be in force.

7. The lessee shall have the right to mortgage or charges its/ their leasehold interest subject to the terms and conditions of this lease in favour of L.I.C., Banks or other Government Financial Institutions. But in case of mortgage or charge in favour of other parties the prior consent in writing of the Government shall be

Handwritten signature

necessary. Provided that the lessee shall not assign its leasehold interest in the land or any buildings or structures thereon without the consent in writing of the Government, being first had and obtained such consent not being unreasonably withheld. If the lessee assigns its leasehold interest and the buildings and structures as may be erected thereon with the prior consent of the Government such assignment will not relieve the liability of the lessee of its obligation under these presents. The assignees shall duly get his/its or their name or names registered with the Government within three calendar months after obtaining possession of the leasehold premises and will possess and use the land subject to the terms and conditions herein and be bound by all terms covenants and conditions herein contained on the part of the lessee to be observed, fulfilled and performed. ✓

8. 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 Government or any officer authorised in that behalf of the Government and shall not sell or dispose of any earth, clay, gravel, sand or stone from the demised land nor excaavate the same except so far as may be necessary for the execution of the works as stated in clause 17 of these presents. The lessee 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 structures 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 Government it shall be filled in after due notice to the lessee by the Government or any officer authorised in that behalf who shall recover from the lessee the expenses incurred by him for the purpose as arrears of rent.

9. 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 material which is alkaline or obnoxious or will cause toxic relations or be otherwise injurious to public, health, is discharged into any 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 or other competent authority in this regard.

Upon failure of the lessee to do so the Government, 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 Government in that regard shall be recoverable from the lessee.

10. The lessee shall pay and discharge all existing and future rates, taxes and assessment, duties, impositions, outgoings and burdens whatever 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 Government.

11. The lessee shall preserve intact the boundaries of the holding and will keep them well demarcated according to the

requisition from time to time as may be made by the Government or any officer authorised in that behalf and shall point them out when required by the Government or any officer authorised in that behalf. The Government or any its officers authorised by the Government on 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 Secretary, Development and Planning (Town and Country Planning) Department or any officer authorised in that behalf.

12. 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 worship 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.

13. The lessee shall not sublet the demised land or any part thereof or assign its leasehold interests or part with the possession of the same without the consent in writing first had and obtained from the Government.

14. The lessee shall not use nor permit any other person to use the demised land or any part thereof for a purpose other than that for which it is leased or in a manner which renders it unfit for use for the purposes of the tenancy.

15. The lessee shall not use nor permit any other person to use the demised land or any part or portion thereof for any immoral or illegal purposes or in any manner so as 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.

16. If the demised land or any part thereof shall, at any time, be required by the Government for a public purpose the lessee shall
depend upon payment of the

compensation that may be assessed to be payable to the lessee 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 Government or any officer authorised in that behalf. 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 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 Government of West Bengal which shall be final.

17. The lessor reserve the right to all minerals in the lands together with such rights of way any other reasonable facilities as may be requisite for working, winning, gathering and carrying away such minerals.

18. The lessee shall before building any pucca house structure privy or latrine or making any additions thereto or alterations therein, get the plan thereof approved by the officer authorised in that behalf by the Government.

19. The lessee shall permit the Government 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 purposes.

20. On breach of non-observance of any of the foregoing covenant terms or conditions herein on the part of the lessee contained or on

the lessee being adjudged insolvents or making any composition with its creditors the Government shall have the right to determine this lease and the lessee shall be liable to ejectment in accordance with the provisions of the law for the time being in force ~~at~~ but without prejudice to any other right or remedy of the Government that might have accrued.

21. Should the lessee fail and neglect to erect and construct the factory within two years from the date of these presents the Government shall have the right and be entitled to determine these presents and thereafter to re-enter into the demised premises or a portion thereof in the name of the whole.

22. Should the said land at any time thereafter lease for a period of six consecutive months to be hold and used or cease to be required for the purpose or purposes provided for ⁱⁿ the foregoing clauses then and in any such cause, the Government may forthwith re-enter upon and take possession of the said demised land together with all buildings thereon, whether such buildings were erected before or 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.

23. On taking such possession the Government may sell or otherwise deal with the said land and buildings as it may think proper.

24. Should the Government sell the land with the buildings the lessor after deducting the expenses incurred in connection with the said taking of possession and such sale shall pay the proceeds to the lessee after deducting therefrom the value of the leasehold land and all sums as may remain due and owing to the Government.

25. Should the Government decide not to sell the land and buildings, the lessor shall retain the said land and buildings, thereon in which case the Government shall, pay to the lessee the market value as on the day of re-entry of all the buildings only erected by the lessee and may at its discretion on sufficient grounds refund the premium or salami.

26. Should the Government decide to sell the buildings only upon such sale the Government shall, after deduction the expenses or 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 Government and may on sufficient grounds refund the premium or salami paid by the lessee.

L. K.
Special Officer,
Director of Land & Building Dept.
Govt. of Madras

Surya Kumar Das
BENGAL TOOLS LIMITED.
"THE MANSION"
P-15, India Exchange Place Extension
Calcutta-700 073
Constituted Attorney

PLAN SHOWING THE LAND LEASED OUT TO MISCELLANEOUS TOOLS LTD

MS - 92975 - 1992

Dr. Joseph W. Bunker



SCHEDULE OF PLOTS.						
LOCATION	IN-OUT	AREA	C.S. PLOT	C.S. PLOT TO CUT	PROPOSED	SURV. AREA
MOVERA - GEORHATHPUR	PLOT H.	2.94	1921 (P)	1882 (P)	1	
S.L. No-85	BULK	1922 (P)	1883 (P)	87 Hec		
P.S. DURGAPUR		1923 (P)	1887 (P)	1018		
DIST. BUNDWARI.		1924 (P)				
		1872 (P)	908 (P)			
		1873 (P)				
		1874 (P)				

ALTOGETHER MEASURING AN AREA MORE OR LESS 2.94 ACRES
DOWNBOW IN RED

Don DSO 14 R50

BUNDED ON THE MATHS:- 50-0 WINE ROOM

" Sobol'ev - open space principle

" " " " EAST BY-OPEN SPACE H.T. LINE & 7' HARD DRIVE-
W.D.

1. " " WEST-BY: - 50'-0" WIDE ROAD

W. B. Smith

APICALOPHIC

186 VELAPUTHUR E

10/11/1944

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F. S. Hunter

C. Durogati

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APICAL OFFICE
DEVELOPMENT &
PLANNING

Adel. Dist. Sub-Registrar
Dungapur, Burdwan

D.A. 01/