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DSR . BALASORE
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27/7/2017

Registering Officer

LEASE DEED FOR OUT RIGHT PAYMENT FOR INDUSTRIAL PLOTS

AN AGREEMENT entered into on this 27th day of July Two Thousand Seventeen.

BETWEEN

Odisha Industrial Infrastructure Development Corporation established under the OIIDC Act-1980 (Odisha Act.1 of 1981) having its Head office at IDCO TOWERS, Janapath, Bhubaneswar and hereinafter referred to as IDCO represented by Sri Sarbeswar Baral S/O Sri Nrupati Kishore Baral, Aged about 57 years Caste: Khandhayat, Profession-Service, **Divisional Head, IDCO**, Balasore (hereinafter called the "LESSOR" which expression shall, where the context so permits also include its representative and assignees of the **ONE Part**.

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Director

Odisha Industrial Infrastructure Development Corporation
DIVISIONAL HEAD, IDCO
BALASORE DIVISION

0531-4731478

308 27.7.17

Somnath Chatterjee.

HG.E-77 2nd floor, Sector-III

Saltlake City, Kolkata-700106 (W.B)

₹ 28750/- (Rupees twenty Eight thousand Seven hundred fifty only)

27/7/17

Registering Officer
Balasore

A N D

M/S B & A Packaging India Limited At:22 Balgopalpur ,Industrial Area ,Dist: Balasore, being a company as defined in section 3 of the Company Act,1956 (Act.1 of 1956) which is carrying on business with the registered office At: 22 Balgopalpur ,Industrial Area ,Dist: Balasore-756020 represented by its Sri Somnath Chatterjee, Whole Time Director S/O .Sri Tarini Chanran Chatterjee , Aged about: 54 years, Caste-Brahmin, Profession-Service at present & Permanent address of At:- GC-77,2nd Floor, Sector-III, Salt Lake City, Kalkata-700106, W.B (herein after called the **Lessee**) which expression unless there is anything repugnant to the context shall include its administrators, successors, legal representatives and assignees of the **Other Part**. mob no - 9831014575

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Director
21.2.17

WHEREAS the Lessee has applied to the Lessor for the grant of lease of the piece of land comprising an area measuring **Ac.10.12** in the *Industrial Estate, Balgopalpur*, P.S. Remuna in the District of Balasore the State of Orissa more fully described in the Schedule hereunder and for greater clarification delineated in the Plan annexed thereto and coloured red, for an Establishment **of Multiwall Paper Sacks .**

For Odisha Industrial Infrastructure Development Corporation
DIVISIONAL HEAD, IDCO
BALASORE DIVISION
21.2.17

AND WHEREAS the Lessor at his own expenses has developed and made them into suitable sites for putting up factory / workshop buildings to carry on their Industrial pursuits therein.

AND WHEREAS the Lessor on the representation made by the lessee has agreed to grant the lease subject to the terms and conditions hereinafter specified or the land hereinafter referred as the DEMISED PROPERTY more particularly and fully described in the Schedule hereunder and valued at **Rs.5,37,325.00**. (Rupees five lakhs thirty seven thousand three hundred twenty five) only. vide HO Letter No.3028 dated 15.02.17.

Endorsement of the certificate of admissibility

Admissible under rule 25: duly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 1899, Schedule 1-A No. 35(b) Fees Paid : A5(c)-11499 ,, User Charges-310 ,Total 11809

Date: 27/07/2017

Signature of Registering officer

Endorsement under section 52

Presented for registration in the office of the Sub-Registrar **District Sub-Registrar BALASORE** between the hours of 10:30 AM and 2:30 PM on the **27/07/2017** by **IDCO BALASORE THROUGH DIVISIONAL HEAD SARBESWAR BARAL** , son/wife of , of **IDCO BALASORE** , by caste , profession and finger prints affixed.

Signature of Presenter / Date: 27/07/2017

Signature of Registering officer.

Endorsement under section 58

Execution is admitted by :

NOW, THEREFORE THIS DEED witnesseth and it is hereby agreed and declared as follows.

1. That the lessor, in consideration of the sum of Rs. **5, 37, 325.00**. (Rupees five lakhs thirty seven thousand three hundred twenty five) only the receipt of which amount the lessor hereby acknowledges before execution of these presents as per the covenants hereinafter contained, both hereby demise unto the lessee for the purpose of establishment of Industry. All that piece of Land measuring Ac. 10.12 in the Balgopalpur more fully described in the Schedule hereto together with all easements and appurtenant thereto To HOLD the said property for the period up to **21.03.2073** years on the same terms and conditions on which it was allotted/transferred vide HO.6477 dated 20.03.86 & HO. letter No.6690 dated 16.04.07.

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Director
27.04.17

2. The Lessee agrees and admits its liability to pay any such further sum or sums towards premium of the demised land demanded by the Lessor consequent upon the Lessor being required to pay more towards the compensation under the provisions of the Land Acquisition Act in pursuance of the orders of any Civil Court or any other authority enhancing the amount of compensation awarded by the Collector other dues lawfully payable under the land acquisition expenses incurred by the Lessor towards payment of the higher compensation as may be assessed.

3. The Lessee shall construct the factory building and install the plant and machinery within 12 months and go into commercial production within 11 months from the date of taking possession of the property.

For any construction, addition or alternation to the existing building and for any additional construction, the lessee shall submit the building plans and take up such construction, addition, alteration or additional construction only after obtaining approval of the Lessor.

For Odisha Industrial Infrastructure Development Corporation

DIVISIONAL HEAD, IDCO
BALASORE DIVISION
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4. The Lessee shall not assign, transfer, encumber, or part with his interest either in part or in whole in any manner whatsoever without the previous approval of the Lessor. It shall be open to the Lessor to grant or refuse approval or impose any condition if it considers necessary and suitable.

Registering Officer
Balasore.

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
IDCO BALASORE THROUGH DIVISIONAL HEAD SARBESWAR BARAL		311935104		27-Jul-2017
MS. B AND A PACKAGING INDIA LIMITED THROUGH DIRECTOR SOMNATH CHATTERJEE		241019862		27-Jul-2017

Identified by **SATRUGHNA SENAPATI** Son/Wife of **EKADASHI SENAPATI** of **IDCO BALASORE** by profession **Service**

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
SATRUGHNA SENAPATI		40541033		27-Jul-2017

5. Notwithstanding anything contained in the lease deed, the Lessee with the previous consent in writing of the Lessor can assign or transfer his interest in the property in favour of any schedule Bank/Financial Institution /Life Insurance Corporation or any other bonafide source for securing loan to be advanced by them for purchase of machinery and raw materials etc.

Provided further where the Lessee for the purpose of constructing a building on the demised property seeks to obtain loan from a Bank or other financial institution by mortgaging his leasehold interest on the demised property in favour of such Bank or Institution, permission of the Lessor shall be deemed to have been given subject to the conditions.

a. that such mortgage shall not affect the rights and powers of the Lessor under this deed and,

b. that the Lessor,before exercising its rights and powers under this lease deed will consult the Bank or Financial Institution as the case may be.

6. In the event of death, insolvency or liquidation or the Lessee, the person on whom the title devolves shall within three months of the devolution give notice of such devolution to the Lessor.

The person or whom the title devolves shall supply to the Lessor certified copies of the documents, evidencing the transfer of devolution.

7. The Lessee shall pay all existing and future rates and taxes, charges, claims, assessment outgoing of any description chargeable against the Lessor or occupier in respect of the allotted land and building erected thereon.

8. Paying the rent hereby reserved as stated above, by observing the terms and conditions of this agreements, the Lessee shall occupy the property and carry on his industry/ business without any obstruct or interruption from the Lessor or successors.

9. The Lessee shall pay to the lessor maintenance charges for maintenance of all common facilities like roads, public health works, drainage and sewerage disposal

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Director

For Odisha Industrial Infrastructure Development Corporation
DIVISIONAL HEAD, IDCO
BALASORE DIVISION

Date: 27/07/2017

Signature of Registering officer

Endorsement of certificate of registration under section 60

Registered and true copy filed in : Office of the District Sub-Registrar, BALASORE

Book Number : 1 || Volume Number : 91

Document Number : 10061704492

For the year : 2017

Seal :

Signature of Registering officer

Date: 28/07/2017

Print

system etc. in respect of demised property in the Industrial Estate as decided by the IDCO from time to time.

10. The Lessee shall pay directly to the concerned authorities all charges for the consumption of electricity, water etc.

11. The lessee shall pay **Rs.632.50 (Rupees six hundred thirty two & fifty paise) only** per annum towards annual Ground Rent and **Rs.474.00 (Rupees four hundred seventy four) only** per annum towards annual **Cess** on the land subject to revision of the concerned Revenue authority.

12. The Lessee shall not use the property for any purpose other than the one for which the allotment has been made in his favour by the Lessor.

13. The Lessee shall not normally alter the name or the constitution of the concern by changing a proprietary one into a partnership firm or effect such other changes without prior intimation in writing to the lessor.

14. The Lessee will take possession of the property on "as it is" condition and no further demand for any development, such as earth filing, raising and the level etc. shall be entertained. Any other improvement or development is purely the responsibility of the Lessee.

15. Any Officer of the Lessor or its authorized representative shall be entitled at all reasonable times to enter upon the property to view and inspect the same whenever necessary and to ascertain the condition thereof.

16. If the dues of the Lessor hereby reserved or any part thereof shall at any time being arrears and unpaid for 6 calendar months next after the date on which the same shall have become due whether the same shall have been lawfully demanded or not, or if there is a breach or non-observance by the Lessee of any of the conditions and covenants herein contained and the Lessee fails to remedy the breach within 6 months of the notice in writing given by the Lessor or becomes insolvent or enters into an agreement with his creditors for composition of the said business, this agreement will be deemed to have been determined and the Lessor may not withstanding the waiver of any previous causes of action or rights or remedy of the Lessor for recovery of rent remaining due under the lease, enter upon the said land and re-possess the same as if this demised premises had not been leased out and in such a case the Lessee shall pay to the lessor such amount byway of damages or

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27.11.17

For Odisha Industrial Infrastructure Development Corporation
DIVISIONAL HEAD, IDCO
BALASORE DIVISION 27.11.17

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Balasore

such other charges as may be determined by the Lessor. The amount of damages or other dues recoverable from the Lessee will be adjusted against the amount already paid by the lessee. If after such adjustment there remains any surplus, the same will be returned to the lessee without any interest. If after such adjustment, there still remains some dues recoverable from the Lessee and if he failed to pay the same the lessor shall be free to take any legal action as he deems fit.

17. In the event of the cancellation of the allotment the Lessee shall be bound and liable to vacate and deliver to the Lessor the vacant possession of the property free from all obstructions, failing which the lessee shall be liable to pay to the lessor damages at the rate of Rs.500/- per day of unauthorized use and occupation of the property besides any other liabilities provided for in this agreement or in any other law for the time being in force.

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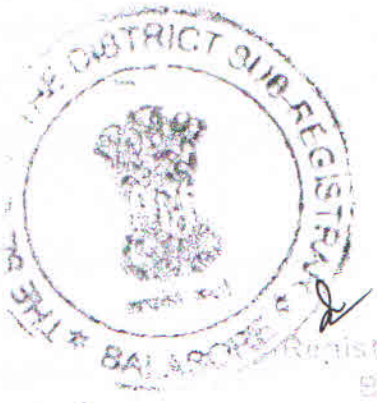
Director

18. In case the Lessee wants to terminate this agreement of his own accord before the expiry of the period of lease he shall give six months notice to the Lessor in that behalf and in such case the Lessee shall pay to the Lessor such amount by way of damages as may be determined by the lessor. The amount of damages and other dues, if any recoverable from the Lessee will be adjusted against the amount already paid by the lessee .If after such adjustment there remains any surplus, it shall be returned to the Lessee after the Lessee duly, hand over possession of the property to the lessor. If after such adjustment there still remains any dues to be recovered from the Lessee and if he fails to pay the same the Lessor shall be free to take any legal action as it deems fit.

For Odisha Industrial Infrastructure Development Corporation
DIVISIONAL HEAD, IDCO
BALASORE DIVISION

19. If the Lessee fails to carry out any necessary repairs to the property or the construction of the culvert, or shall neglect to pay any taxes or other dues which the lessee is bound to make under this agreement and shall fail to comply with the same even after fifteen days of receipt of a notice from the Lessor, the Lessee may carry out such repairs or construct the culvert or make such payment if any due on behalf of the Lessee but shall not be bound to do so, and recover the cost incurred or the amounts paid as if there are installment dues by adopting proceedings under the provisions of Odisha Public Demand and Recovery Act.,1962 or by taking other suitable steps.

20. The Lessor shall, however have the discretion of permitting the lessee to fulfill the obligation and liabilities under this agreement on such terms as the lessor may determine and as the circumstances may warrant.



Registering Officer
Balasore

21. All installments and other dues payable by the Lessee shall be recoverable as a public demand under the Odisha Public Demand Recovery Act., 1962.

22. The Lessor shall not be responsible for any damage caused to the property by natural calamities like flood, earthquake, cyclone or any other act of God and explosion, fire, riot etc.

23. The Lessor reserves the right to the mineral wealth including minor minerals, on, in or under the area covered by the lease and the lessee will have the surface rights over the land. The existing customary rights of Government and the Public, in roads and paths through or bounding the land are reserved and are no way affected by the lease.

24. The lessee shall not at any time during the tenure of the lease, acquire an absolute or exclusive proprietary right over the land or claim any such right whatsoever, excepting the rights to use the land and the shed in the manner prescribed herein and in case of any transfer of the land either in the usual course of inheritance or by rights of succession or by way of adverse possession and easementary right of any third party as applicable against the land belonging to the government or in case of an encumbrance created either voluntarily by the Lessee or otherwise by an order of the Civil Court, the limitations, conditions and restrictions imposed in this deed of lease will apply "Mutatis Mutandis" to any outsider claiming interest over the demised premises through the lessee and for such purposes or otherwise in construing any of the terms in this deed of lease the provisions of the Government Grants Act.,1895 the provisions of the Transfer of Property Act.,1882 will not be applicable.

25. The Lessee shall duly comply with the provision of the Odisha River Pollution Prevention Act.,1953 and the rules made there under as also with any condition which may, from time to time, be imposed by the Odisha River Board constituted under the said Act as regards collection, treatment and disposal or discharge or effluents or waste or otherwise howsoever and shall indemnify and keep indemnified the Lessor against the consequences of any breach or non compliance of any such provision or condition as aforesaid.

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Director
24.7.24

For Odisha Industrial Infrastructure Development Corporation
DIVISIONAL HEAD, IDCO
BALASORE DIVISION
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Balasore

26. The Lessee shall not at any time cause or permit to be caused any nuisance in or upon the demised premises or anything, which shall cause unnecessary annoyance or inconvenience or disturbance to the occupiers of any other plots in the said Industrial Estate.

27. The Lessee shall not keep on the demised premises any horses, cattle, poultry or other animals nor do or permit to do anything thereon which may be nuisance, annoyance or disturbance to the Lessor's, occupiers or residents of other premises in the vicinity.

28. That should the demised land or part thereof be at any time required by the Lessor for any purpose declared by State Government to be a public purpose, the Lessor shall be entitled to resume the demised land or such part thereof and on giving 6 month's notice in writing and on the expiry of the said period may, through Officer or person authorized by Government in that behalf may re-enter and take possession of the said demise land or part thereof and of all buildings and structures thereon and compensation as may be determined proper by the Lessor will be paid to the lessee.

29. On the expiry of the lease period or termination of the lease due to the breach of the conditions of the deed or the transfer of the land or its mis-utilisation by the Lessee, the Lessor will have the right of re-entry over the land and take over the possession of the building. In case if the Lessee has made any additional construction and the lessor may also pay the Lessee the cost actually incurred by him for any such additional construction or their depreciated value, as determined by such authority as may be decided by the Lessor, or the market value thereof on the date of re-entry as the same may be estimated by such authority, whichever is less. Otherwise if the Lessor does not wish to take over additional construction the Lessee shall be bound to remove them within a period fixed by the Lessor and in case the Lessee fails to do so ,the construction shall lapse to the Lessor and no compensation whatsoever on this account will be payable to the lessee by the Lessor.

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Director

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BALASORE DIVISION

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