

LEASE DEED

This indenture made thisday of..... 2017 (Two Thousand and Seventeen) Between the **North 24 Parganas Zilla Parishad**, a statutory authority constituted having its office at referred to as the Authority/Lessor. (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors in office and assigns of the ONE PART AND having its registered office at through its authorized signatory Sri s/o Sri hereinafter referred to as "LESSEE" (which expression shall include his /her/ their heirs, executors, administrators, representatives and permitted assigns) of the OTHER PART.

(I) WHEREAS The Authority is seized & possessed of and /or otherwise well & sufficiently entitled to ALL THAT piece & parcel of a structure consisting an area of Sq.ft, more or less situated & lying at, as more particularly mentioned & described in the schedule hereunder written & hereinafter referred to as the said property by virtue of having acquired right ,title & interest therein from..... Govt. of West Bengal.

(II) A) AND WHEREAS the Lessee has applied to the Authority (hereinafter referred to as the "Authority") for a lease of the land alongwith the structure described in the Schedule hereunder written to enable the Lessee thereon for use for MOTEL PROJECT (namely **Pathasathi**) and the Authority has agreed to grant a lease in favour of the Lessee for the period and on the terms and conditions hereinafter appearing.

B) The Authority upon consideration of the application of the Lessee has agreed to grant to the Lessee a lease of ALL THAT piece & parcel of the said structure consisting of Sq.ft. lying and situated at for the purpose of setting up of Motel Project there namely **Pathasathi**.

C) The Authority has delivered permissive possession of the plot of land to the Lessee on and since then the Lessee will be in possession of the same,

D) The Authority is seized & possessed of the said plot of land alongwith the said structure intended to be demised unto the Lessee having acquired title & interest therein from the Govt. of West Bengal & has agreed to grant a lease unto the Lessee of the said property for 05 years from the date of delivery of possession of the said property to the Lessee with an option for renewal thereof for a like term ,on such terms & conditions & on payment of premium & rent or otherwise as the Authority may decide & upon such option being exercised ,

the Authority shall execute & cause to be registered in favour of Lessee a Deed of renewal of Lease in respect of demised premises.

(III) Witnesseth as follows:

1. In consideration of the purpose for which the property hereinafter referred to and mentioned in the Schedule as hereunder

Written is required by the Lessee and in consideration of the premium or salami of Rs. /- (Rupees) only and of the annual rent and the Lessee's Covenants hereinafter reserved the Lessor both hereby grant and demise unto the Lessee ALL THAT land with structure hereinafter more particularly mentioned and described in the Schedule hereunder written (hereinafter referred to as the "demised property") To Hold the same for the period of five years commencing from the date of possession mentioned above and /or execution of lease Deed yielding and paying there for a rent at the rate of Rs. /- of the current land price per annum plus service charge as applicable or as may be fixed by Authority or as revised by L & LR Department, Govt. of West Bengal or any fraction from time to time without any deduction or abatement whatsoever on or before 15th day of last month of every year of the demised property according to Bengali Calendar at the same rate, subject to upward revision every ten years at the discretion of the Lessor.

2. The Lessee to the intent that the obligations and covenants shall continue throughout the period of agrees and covenants with the Lessor as follows:-

1. To regularly and punctually pay the annual rent to the Authority within the first 90 (ninety) days of the year for which such rent shall be payable without any deduction or abatement whatsoever.
2. To pay all existing and future municipal rates, taxes assessment and other impositions including interest and penalties in case or delayed payment whatsoever in respect of the said demised land and structure thereon which are or may be assessed to be payable by the owner or the occupier thereof to any Authority to whom they may be payable. Provided further that the Lessee shall be bound to pay an amount of Service Tax as Law in force @ 12.36% on lease premium or on other mode as per provision of Law at it so demanded by Authority at any point of time even after the execution of this present without any fail.
3. The Lessee shall never be allowed to sublease /sublet/ assign or transfer the demised land or any part of the demised land and/ or the structure thereon without the previous permission of the Authority in writing.
4. Not to use or allow being used the land and/ or the structure thereon or any part thereof for any purpose other than for MOTEL PROJECT.

5. The Lessee being the highest bidder has deposited the 50% of the full bid money as **premium** i.e Rs within 7 (seven) days of the receipt of letter of acceptance, obeying the proviso of the Auction Notice vide NIQ No. dated
6. The rest 50% of the bid money shall have to be deposited in 5(five) equal installments in each year of lease period, as annual rent, within the first 90 (ninety) days of the year for which such rent shall be payable.
7. The title of the land along with the structure built thereon for the Motel with all fittings & fixtures already installed by the Authority/lessor will continue to remain the property of North 24 Parganas Zilla Parishad/Authority/Lessor herein. And, without prior written permission of the Authority/ Lessor, the Lessee, in no case, can make, or initiate any permanent changes in the land and buildings of the said Property.
8. The Lessee shall not have the right to mortgage or charge the lease hold interest in the land and /or the building thereon without the previous consent in writing of the Authority/ Lessor herein.
9. The Lessee shall not be allowed to carry on in the said property 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 premises.
10. The Lessee shall not allow the demised said property to be used as a place of public worship or burial or cremation ground private or public or allow any shrine, masjid, church, or temple to be erected thereon.
11. That on the determination of the period of demise the Lessee shall make over possession of the demised land and building in as good a condition as the same now is.
12. The Lessee shall have to allow any person authorized by the Lessor to inspect, the said property without any obstruction or hindrance by the Lessee or the employees of the Lessee or the assignees or the tenants of the Lessee.
13. The Lessee shall not after determination of the lease remove without the permission in writing of the Lessor anything which has been attached to the demised property.
14. Not to amalgamate the demised premises or any part thereof with any other plot or plots of land.
15. To take steps to ensure that no third party may encroach into or upon any portion of the demised premises or the house or the building thereon.
16. To observe perform and comply with the requisitions policy decisions as may from time to time be taken or approved by the

Authority as deemed to be fit and proper and the Lessee shall be bound to pay to Authority any penalty damages, fees, charges and of the like that may be imposed upon the Lessee by Authority for such decisions or for no fulfillment of any of the terms and conditions contained herein as per Policy decision taken and approved by Authority or any other authority in respect of the demised land and building thereon.

17. That on expiry of the term of this lease subject to the Lessee complying with the terms of Lease Deed, the Lessee shall have an option for renewal thereof (which option the Lessee must exercise by providing prior to 6 months notice in writing) for a like term on such terms & conditions and on payment of premium and rent or otherwise as the Authority may decide and upto 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 demised premises.
18. The Lessor hereby further covenants with the Lessee that the Lessee shall be provided with all facilities in regard to sewer connections, water -supply, electric connections, roads and other amenities as may be available to other Lessee in respect of other plots of land of that area Facility of services such as roads, sewer, drain lines, water lines and electricity will be made available at the peripheral roads (where such lines have been taken as per planning) abounding the demised premises from which connection will be taken by the Lessee at his /her/ their own cost.
19. Prior written approval of the respective concerned departments for all such connections should be obtained and the respective concerns reserves the right to insist on effecting such connections by itself at the cost of the Lessee.
20. Provided always that if there be any breach of any of the terms and conditions and covenants herein on the part of the Lessee contained, the Lessor shall have the right to re- enter into possession of the demised land or any part thereof in the name of the whole and there upon this demise shall forthwith stand determined.

Provided nevertheless the Lessor shall not exercise the right without serving the Lessee a notice in writing giving six months time to remedy the breach.
21. That if it is found that the lease of the demised premises has obtained by the Lessee by misrepresentation or fraud ,the Lease shall stand determined the entire consideration shall stand forfeited.
22. The said property situated at, is being handed over on lease to the lessee on "As is and where is" (pro rata) basis for a period of Five years, by the Authority/lessor, strictly for the purpose of providing food & shelter to the travellers during the

course of their journey in consideration of payment of Rs..... .

- 23.The Lessee shall maintain & operate the property on day to day basis, for a period of 5(five) years. During this period just and fair user charges can be collected from the users by the operator/lessee as per existing norms and prevailing market rate.
- 24.That in case of any dispute 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.
- 25.That if it is found that the lessee is connected with any immoral or illegal acts, or acts opposed to public policy like consumption of liquor therein, then such lease agreement shall be voidable at the option of the lessor.
- 26.The lessee shall fulfill and abide by all the rules & regulations contained in the Auction Notice vide NIQ No..... dated issued by the Authority/Lessor failing which the Authority/lessor will have every right to terminate the instant lease Agreement with a prior intimation of one month notice.

The Schedule Above Referred To

All that leasehold land measuring cottah be the land a little more or less with a Building thereon measuring about Sq. ft. at in of the in the District of North 24 Paraganas P.S Sub Registration Office

Boundaries:-

- North :
- South :
- East :
- West :

IN WITNESSETH hereof the parties to these presents have hereunto set and subscribed their respective hands the day, month and year first above written.

Sign Sealed and Deliver in presence of

Witnesses

1.

SIGNATURE OF THE AUTHORITY

2.

SIGNATURE OF THE LESSEE

Drafted By

Advocate

Calcutta High Court