

W E B E L

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WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT CORPORATION LIMITED  
( A Govt. of West Bengal Undertaking )

WEBEL BHAVAN, BLOCK-EP&CP, Sector-V, Bidhannagar, Calcutta-700091  
Gram : BENTRONICS, Telex : CA-8146 EIDC IN, FAX : (091)033-371739  
Phone : 37-1702, 37-1704, 37-1706, 37-1708

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ALLOTMENT OF INDUSTRIAL PLOT IN SALT LAKE ELECTRONICS  
COMPLEX (SALTLEC), SECTOR-V, BIDHANNAGAR

The CORPORATION is pleased to allot M/s. Delta PV Pvt. Ltd.

a plot of Industrial Land admeasuring 1.00 acres.  
Plot No. A-3 in 'SALTLEC' Electronics Complex in  
Bidhannagar, Calcutta - 700 091 subject to the terms and  
conditions stipulated herein below :

C O N D I T I O N S

- a) The ALLOTTEE will have to deposit Rs. 3,75,000/-.....  
with the CORPORATION which sum represent 25% of the total  
cost of premium amounting to Rs. 15,00,000/-.....  
calculated at Rs.15.00 lakhs per acre (Rs.25,000/- per  
cottah), within 30 days after issuance of Letter of Allotment  
adjusting the Earnest Money already deposited with the  
CORPORATION. The balance 75% will be deposited by the  
ALLOTTEE within 120 days from the date of allotment.
- b) The ALLOTTEE will be required to execute a 90 years Lease  
Deed with the CORPORATION after payment of the above  
mentioned amount and on payment of premium of additional  
area, if any, found on actual measurement, with option of  
renewal for two terms of 90 years each at the option of the  
CORPORATION on terms and conditions to be determined by  
the CORPORATION before expiry of the Lease.

- c) If the ALLOTTEE fails to pay the full amount within the last date, the CORPORATION will have the right to cancel the said allotment without further reference to the ALLOTTEE and the Earnest Money deposited by the ALLOTTEE shall stand forfeited. In the event of failure on the part of the ALLOTTEE in respect of deposition of the total premium value within the stipulated time AND at the sole discretion of the CORPORATION, the ALLOTTEE will have to pay interest @ 16% per annum or part thereof till the date of payment of the total premium value upto the extended time-limit. Extension, subsequent to 120 days from the date of allotment, will, in no case, be more than 245 days. In case of non-payment/part payment beyond first 120 days, interest @ 16% per annum will accrue on the reducing balance from the date of allotment. Payment in full has to be made within the approved extended time or within 365 days from the date of allotment, whichever is earlier, failing which the allotment will stand automatically cancelled without any further reference. Physical Possession of the land will be handed over alongwith relevant documents immediately on full and final payment of premium.
- d) The Lease Deed has to be executed within 2 months from the last date of full payment of premium. After the Lease Deed is duly executed the ALLOTTEE and the CORPORATION shall be called the LESSEE and LESSOR respectively.
- e) The LESSEE shall be obliged to complete construction of the Factory Building at his own expenses within 2 years from the date of Lease Agreement, conforming to the rules and formalities of the concerned Authorities and to the satisfaction of the LESSOR.
- f) In the event of failure of the LESSEE to complete construction of the Factory Building within the stipulated date as mentioned above the Lease Deed will be liable to be revoked and all the consequences as mentioned in the Lease Deed will follow with forfeiture of 20% of the premium money

deposited by the LESSEE and vesting of all construction made by the LESSEE till the stipulated date, in the LESSOR.

- g) The Lease Deed is not transferable by the LESSEE in any case. However, the CORPORATION reserves the right to make any change or addition to this clause as it may deem fit.
- h) The charges in respect of Stamp Duty, Registration and legal expenses which shall be involved in the execution of the Lease Deed shall have to be borne by the LESSEE.
- i) The LESSEE will be obligated :
  - i. to abide by the terms and conditions of the Lease Deed and such other terms as are stipulated by the LESSOR from time to time regarding the proper use and upkeep of the Plot leased out to him.
  - ii. to pay all rates, taxes and other impositions 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/ Authorities to whom these may be payable.
  - iii. to demarcate the land with boundary pillars and to maintain such boundary pillars in good and proper condition during the period of demise so that the same may be easily identified. PROVIDED that the LESSOR reserves the the right to provide the boundary pillars at the cost of the LESSEE.
  - iv. to keep the land clean and free from all sorts of nuisance and not allow any accumulation of water on it.
  - v. to refrain from making any excavation in the land during the period of demise without the proper consent of the LESSOR in writing. Should any excavation be made with the consent of the LESSOR within the period

of demise the LESSEE shall restore the land to its original conditions on the expiration of the period of the demise or earlier determination of the tenancy of the LESSEE by the LESSOR.

- j) The LESSEE shall arrange for sewage treatment and disposal, internal roads, power supply and water supply at their own cost within their own premises and shall submit the Master Plan for the same as well as for construction of building and structures on the land, to the Government of West Bengal in the Metropolitan Development Department, Govt. of West Bengal. Before submission of such Master Plan a copy will be submitted to the LESSOR for vetting purposes.
- k) The LESSEE shall not use or allow to be used the land and/of structure thereon or any part thereof for any purpose other than for setting up of electronic industries without the prior permission in writing of the LESSOR or other Authority prescribed on that behalf.
- l) The LESSEE shall not have the right to mortgage or charge the lease hold interest in the land and/or the building to be erected thereon without the prior consent in writing of the LESSOR.

Provided, however, that the LESSEE shall have the right to mortgage or charge the lease-hold interest in the land and/or building to be thereon in favour of LIC or Nationalised Banks or Government and Statutory Bodies or Housing Development Finance Corporation Ltd. or Govt. Sponsored Financial Institutions or Registered Housing Co-operation Society., for the purpose of getting house building loan and/or loans for setting up and/or running of factory, with prior consent of the LESSOR.

- m) The LESSEE shall not carry on or allow to be carried on in the land 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.

- n) The LESSEE shall not allow the demised land to be used as a place of public worship or buiral or cremation ground private or public or allow any shrine, masjid, church or temple to be erected thereon.
- o) The LESSEE on the determination of the period of lease shall handover possession to the LESSOR the demised land in as good a condition as the same now is.
- p) The LESSEE shall allow any person authorised by the LESSOR to inspect, repair and clean the sewer lines and manholes or to do any work in connection therewith, within the plot without any obstruction or hindrance by the LESSEE or the employees of the LESSEE.
- q) The LESSEE shall not, after determination of the lease, remove without the permission in writing of the LESSOR anything from the demised property.
- r) The LESSEE shall pay to the LESSOR and/or other Authority under this Agreement all moneys payable as determined by the LESSOR and the said Authority. This shall be apart from other remedies realisable as a Public Demand under the Bengal Public Demands Recovery Act or any other Statutory modifications thereof for the time being in force.
- s) The LESSEE shall observe, perform and comply with the requisitions as may be from time to time be made by the State Government and/or the LESSOR or any other Authority in respect of the demised land and the building thereon.

WEST BENGAL ELECTRONICS INDUSTRY  
DEVELOPMENT CORPORATION LIMITED

Dated 3.5.95.....

Calcutta-700 091

  
AUTHORISED SIGNATORY

W E B E L

WEST BENGAL ELECTRONICS INDUSTRY  
DEVELOPMENT CORPORATION LIMITED.  
WEBEL BHAVAN, BLOCK-EP & GP,  
SECTOR-V, BIDHANNAGAR,  
CALCUTTA - 700 091.

LETTER OF ALLOTMENT  
OF  
INDUSTRIAL PLOT  
IN  
'SALTLEC' ELECTRONICS COMPLEX  
IN  
SECTOR-V, BIDHANNAGAR,  
SALT LAKE CITY, CALCUTTA - 700 091

TO

M/s. Delta PV Pvt. Ltd.

17B&C, Everest

46/C, Chowringhee Road

Calcutta - 700 071

Dated 3rd May' 1995

*[Handwritten signature]*