

Part II

1. The LESSEE shall carry out the terms embodied in this lease and will continue to be bound thereby.
2. The LESSEE shall pay annual rent of 0.3% of the current price of the land as determined by the Inspector General of Registration and Commissioner of Stamp Revenue, West Bengal as applies to each year of the leasehold plot of land in the Office of the District Land and Land Reforms Officer Howrah at 12, Nityadham Mukherjee Road, Howrah 711 101 within first 60 days of the year for which such rent is payable. In case of delay or default on the part of the LESSEE in payment of lease rent and other charges payable under these presents, the LESSEE shall be liable to pay without prejudice to the other rights of the LESSOR, interest @ 6.25% per annum on the amount of the rent in arrear till the day of payment.
3. All money payable by the LESSEE to the LESSOR under this deed shall, apart from other remedies, be realisable as a public demand under the Bengal Public Demands Recovery Act or any statutory modification thereof for the time being in force.
4. The LESSEE shall utilize the plot of the land for the purpose for which it is leased within 3 (three) years from the date of issue of order sanctioning such lease failing which the LESSOR reserves the right to resume the plot of land after giving the LESSEE an opportunity of being heard.
5. The LESSEE shall be liable to pay such rent from time to time that may at any time hereafter assessed, charged or imposed on the demised land in accordance with the provisions of the West Bengal Land Reforms Act, 1955 and the West Bengal Land Reforms Rules, 1965, for the time being in force.
- 6(a) The LESSEE shall not change the mode of use of the land in any manner whatsoever. The Lessee is entitled to utilize the land for the purpose for which it was leased out. The Lessee is not entitled to change the purpose of use of the land within the ambit of purposes laid down in rules 6A & 6B of the WBLR Rules, 1965 without the written permission of the Lessor on payment of such fee as prescribed in the said rules.
- (b) Should the LESSEE duly and faithfully observed and fulfill the terms, conditions and covenants of the part of the LESSEE herein contained, the LESSEE shall on the expiration of the aforesaid period of ninety-nine years be entitled to have a renewal of this lease for a further period of ninety-nine years upon the same terms and conditions and to such other terms and conditions as the State Government may from time to time consider it necessary to impose and include in such renewal lease or leases.
- 7 a) The LESSEE shall not transfer or assign his leasehold interest on the demised land, whether in full or in part, without formal permission of the LESSOR:-

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Director

Provided that no such permission shall be necessary for transfer or assignment of leasehold interest to the successor by inheritance.

Provided also that where transfer or assignment of leasehold interest of demised land, whether in full or in part, is for the implementation of any project or work of similar nature (prescribed under rule 6(2) of the West Bengal Land Reform Rule, 1965) within the ambit of the foregoing covenants, terms or conditions of lease on demised land without obtaining such formal permission and has been effected such transfer or assignment of leasehold interest by the LESSEE and where on determination or termination of leasehold interest of the LESSEE by the LESSOR on the demised land for such transfer or assignment, the benefit of people in general in the implementation of such project or work of similar nature may be lost, such lease with transfer or assignment of leasehold interest of demised land other than any commercial activity with an aim to profiteering or for any personal homestead purpose, may, with due notice to the ASSIGNEE, be considered for regularization on payment of assignment charges to the State Government 10% of the current market price of the demised land and on payment of such *salami* as is applicable in terms of rule 6A & 6B of West Bengal Land Reforms Rule, 1965 as amended up to date:

Provided further that such transfers of assignment or leasehold interest of demised land, whether in full or part, which have been effected by the respective LESSEE shall cover the unexpired period of the original lease and terminable by efflux of time i.e. on the expiry of original period of lease.

b) The transferee or assignee of successor by inheritance of the leasehold interest on the demised land shall duly get their names registered in the District Land and Land Reforms Officer within three calendar months after obtaining possession of the land and will possess and use the land and be bound by all terms, conditions and covenants herein contained.

c) The transferee or assignee, other than successor by inheritance, shall be required to enter into fresh lease after expiry of the unexpired period of this lease on such terms and conditions and on payment of such *salami* and annual rent, as the State Government may then fix in granting such fresh lease.

8. The LESSEE shall not in any way diminish the value or injure or make any permanent alternations in the said demised land without the previous written consent of the District Land and Land Reforms Officer and shall not sell or dispose of any earth, clay, gravel, sand or stone from the demised land as stated in clause 17 of these presents nor excavate the same except so far as may be necessary for the execution of the works for which the land has been leased out. In the event of making any ditch or excavation, which causes injury to the property without the consent of the District Land and Land Reforms Officer, the District Land and Land Reforms Officer shall cause a notice reserved upon the LESSEE asking him to fill the ditch or excavation. Within one month from the date of receipt of such notice the LESSEE shall comply with the instruction and report compliance to the District Land and Land Reforms Officer.

9. The LESSEE shall keep the land free from jungle and all sorts of nuisance. On his failure to do so, the District Land and Land Reforms Officer shall cause a notice to be served upon the LESSEE asking him to

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remove the same. Within one month from the date of receipt of the notice the LESSEE shall comply with the instruction and report compliance to the District Land and Land Reforms Officer.

10. The LESSEE shall pay and discharge all existing and future rates, taxes and assessment, duties imposition, outgoings and burdens whatever assessed, charged or imposed upon the demised premises or upon the LESSEE or occupier thereof.

11. The LESSEE shall preserve intact the boundaries of the holding and keep them well demarcated according to the requisition of the District Land and Land Reforms Officer. For the purpose of identification of boundary, boundary marks should be fixed as per specification to be prescribed by the District Land and Land Reforms Officer. It will be the duty of the LESSEE to maintain all the boundary, marks in good condition, should any boundary mark be missing the LESSEE shall report the fact to the District Land and Land Reforms Officer. On receipt of the report District Land and Land Reforms Officer shall arrange relocation of the position of missing marks; marks shall be restored by the LESSEE immediately after relocation of the position at his own expenses.

12. The LESSEE shall not be entitled to convert the demised land or any part thereof into a place of religious worship without the previous consent of the LESSOR obtained in writing on use or allow the demised premises or any part thereof to be used as place for cremation or burial.

13. The LESSEE shall not use or permit any other persons 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 purpose of the lease.

14. The LESSEE shall not sublet part or whole of the demised land in any manner whatsoever.

15. The LESSEE shall not use nor permit any other person to use the demised land or any share or portion thereof for any immoral, illegal or unsocial purpose in any manner so as to become a source of grave danger to the public peace or public safety.

16. If the demised land or any part thereof shall, at any time, be required by Government for a public purpose the LESSEE shall give up the same on demand without any claim to compensation in respect of the said demised land. 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 building and improvements effected by him as shall be decided by the District Land and Land Reforms Officer. 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 cases as shall be decided by the District Land and Land Reforms Officer which shall be final.

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17. The LESSOR reserves to himself the right to all minerals on the lands together with such rights of way and other reasonable facilities as may be requisite for working, gathering and carrying away such minerals.

18. The LESSEE shall have to obtain necessary clearance from the appropriate authority such as West Bengal Pollution Control Board, Development Authority, Municipal Corporation, Municipality, Gram Panchayat etc. as may be required before executions of the work on the demised land for which it is leased and for failure to do so the lease shall forthwith be determined.

19. The LESSEE shall permit the LESSOR and his agents 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. All fossils, coins, articles of ancient value or antiques and/or remains of geological and / or archaeological value or interest if found and / or retrieved from any part of the demised land the same shall be the absolute property of the LESSOR and the LESSEE shall ensure protection of the same until removal and / or retrieval by the LESSOR forthwith from detection.

21. If the LESSEE fails to utilize the part or full of the land for the purpose for which it is leased out, the State Government may resume or full of the land found surplus to the requirement for the purpose for which it is leased out by giving the LESSEE an opportunity of being heard in terms of section 6(3) of the West Bengal Estates Acquisition Act, 1953 (West Ben. Act 1 of 1954)

22. Where the Lessee enjoying the benefit under the Explanation II of rule 6B of the WBLR Rules, 1956, the new unit in the other location shall not be transferred or shall have to run for at least 10 years failing which the applicable balance salami in respect of the present lease shall be realized under the Bengal Public Demands Recovery Act, 1913.

23. On breach or non-observance of any of the foregoing covenants, terms or conditions rendering the demised land unfit for use for the purpose for which it is leased, the lease shall be determined / terminated by the LESSOR on giving the LESSEE an opportunity of being heard and the LESSEE shall forthwith make over quiet and peaceful possession of the lands and hereditaments to the District Land and Land Reforms Officer on behalf of the LESSOR.

24. Where the transfer of assignment of leasehold interest of demised land, whether in full or part, effected by the LESSEE without obtaining such formal permission of the LESSOR, for the implementation of any project or work for different purpose, not within the ambit of the foregoing covenants, terms or conditions of lease, but solely with the purpose of profiteering, shall be termed as "Major Violation" and such lease shall be determined / terminated by the LESSEE shall forthwith make over quiet and peaceful possession of the lands and hereditaments to the Collector on behalf of the LESSOR.

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