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THIS INDENTURE OF AGREEMENT made this Twenty Second day of December two thousand Eight, **BETWEEN SRINIKETAN SANTINIKETAN DEVELOPMENT AUTHORITY**, a Statutory Authority under West Bengal Town and Country (Planning and Development) Act, 1979, having its office at Kshanika, P.O.- Bolpur, Dist.- Birbhum – 731 204, hereinafter called "**FIRST PARTY**" (which expression shall include its successors-in-interest, executors and/or assigns) of the ONE PART.

AND

'**KABIGURU INDUSTRIAL TRAINING CENTRE**', a Society registered under the West Bengal Society Registration Act, 1961 constituted for setting up an Industrial Training Centre where the prominent members are the Executive Officer, Sriniketan Santiniketan Development Authority by designation, the Executive Director(HR), Bharat Heavy Electricals Limited, the Director (HR), Damodar Valley Corporation, the Joint Director, Industrial Training, Government of West Bengal, the General Manager (HRD), Bharat Heavy Electricals Limited and the District Magistrate, Birbhum having its Registered Office at Uttarnarayanpur, P.O.- Paruldanga, Dist.- Birbhum – 731 204, hereinafter called the "**SECOND PARTY**" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the OTHER PART.

Signature

Principal
Kashinath Industrial Institute

Principal
Kashinath Industrial Institute
Signature

Signature
Executive Officer
Sriniketan Santiniketan
Development Authority

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WHEREAS the FIRST PARTY has desired to offer a piece of land on the long term basis for setting up an Industrial Training Centre namely 'Kabiguru Industrial Training Centre' in various trades in the Planning Area of this Authority and has invited the delegates of the SECOND PARTY for setting up 'Kabiguru Industrial Training Centre' in order to promote technical skilled development of youth for cutting edge industries in various trades AND WHEREAS THE SECOND PARTY has agreed to take the plot of land admeasuring 5.08 acres hereinafter more particularly mentioned and described in the schedule hereunder written, being part of the area settled in favour of the Sriniketan Santiniketan Development Authority by the Land and Land Reforms Department, Government of West Bengal vide G.O. No. 2967-GE(M)/IL-188/04 dated 26/06/2008.

AND WHEREAS the land as detailed

shall pay the rent of the demised premises including any taxes as levied by Govt. & any other statutory bodies from time to time.

1. The SECOND PARTY 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 Executive Officer, Sriniketan Santiniketan Development Authority, or any officer authorized on that behalf by the FIRST PARTY and shall not sell or dispose of any earth clay, gravel, sand or stone from the demised land. The SECOND PARTY shall, however, have the right to remove any surplus earth, sand, stones or gravel from the demised land during or after the construction or erection of any buildings or structures on the said demised land.
2. The SECOND PARTY shall keep the demised land free from jungle and every kind of nuisance. Upon failure of the SECOND PARTY to do so, the FIRST PARTY or other competent authority, after a prior notice of 10 days to the SECOND PARTY, may cause such nuisance to be removed or otherwise dealt with as the FIRST PARTY may think fit and proper to do so in the interest of public health and safety, and all expenses incurred by the FIRST PARTY or other competent authority in that regard shall be recoverable from the SECOND PARTY.
3. The SECOND PARTY with the assistance of the FIRST PARTY shall comply with the provisions of the Air (Prevention and Control of Pollution) Act, 1981 to control the environmental pollution and ensure compliance with applicable laws.
4. The SECOND PARTY shall preserve intact the boundaries of the demised land and will keep them well demarcated. The FIRST PARTY or any officer authorized in that behalf

Sanath Pruthi
Executive Officer
Sriniketan Santinik
Development Auth

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- shall be allowed to inspect the demised land at any time upon notice being given (on any working day during working hours with prior notice of 10 days). Should any boundary mark be missing, the SECOND PARTY shall report the fact to the Executive Officer, of FIRST PARTY or any officer authorized in that behalf, who shall forthwith initiate all necessary steps to rectify the same.
5. The SECOND PARTY reserves the right to all minerals in the lands together with such rights of way and any other reasonable facilities as may be requisite for working, mining, gathering and carrying away such minerals.
 6. The SECOND PARTY shall use the demised land for the purpose of erecting a building for KABIGURU INDUSTRIAL TRAINING CENTRE purpose and for no other purpose whatsoever. It may however be used for such other purposes which are incidental, allied ones and are a part & parcel of Kabiguru Industrial Training Centre construction and running of the said Training centre to fulfill its basic objective.
 7. The SECOND PARTY shall not erect or build or permit to be erected or to be built on the demised land any building other than that as already sanctioned as per requirements of Kabiguru Industrial Training Centre (hereinbefore provided) and shall not make addition and alteration of the site and to the building so to be erected and built as aforesaid except with the prior approval of the FIRST PARTY or any other local or statutory authority in that behalf as the case may be.
 8. The SECOND PARTY shall not assign, or part with the possession of the demised land or any part thereof without first obtaining the written consent of the FIRST PARTY. The FIRST PARTY shall have the right to impose such reasonable conditions as it may think in case it decides to consent to the SECOND PARTY assigning the leasehold interest in the demised land to any other person.
 9. The SECOND PARTY shall bear and pay all expenses incurred in respect of preparation, execution and registration of this agreement including the stamp duty and registration fees payable therefore.
 10. The SECOND PARTY shall not use or allow to be used the leasehold premises and/or the buildings and structures to be erected thereon for any illegal or immoral purposes or to be so used as to cause annoyance or inconvenience to the occupiers of adjoining or neighbouring premises or become a source of danger to the public peace, public safety or

Principal
Kabiguru Industrial
Training Centre

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Kabiguru Industrial
Training Centre

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Executive Officer
Prithketan Santiniketan
Development Authority

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tranquility or allow any activities therein which are in contravention to the existing applicable.

11. The SECOND PARTY shall not convert the demised land or any part thereof into, nor allow the same to be used wholly as a place of religious worship, or for other religious purpose or for cremation or burial.
12. The SECOND PARTY shall not use, nor permit any other person to the demised land or any part thereof for a purpose other than for which it is allotted or in a manner which renders it unfit for use for the purpose of this agreement.
13. The SECOND PARTY shall construct building according to the rules of the Sriniketan Santiniketan Development Authority or any other local authority that may come into being having jurisdiction and according to the plans, elevations, designs and sections as may be sanctioned by the said authorities in that behalf within three years, which may be extended on written application submitted by the SECOND PARTY to the FIRST PARTY, from the date on which the demised land is allotted to the SECOND PARTY. The SECOND PARTY shall also obtain prior permission in writing from the Sriniketan Santiniketan Development Authority or any local authority, as the case may be, before making any addition or alterations to the sanctioned building plan including that of the boundary wall.
14. The SECOND PARTY shall keep all building material for construction activities on the land allotted to them only. The SECOND PARTY shall not keep any building material on the adjacent road or on any land not allotted to them. In special cases, however, the FIRST PARTY may allow, in lieu of consideration, the SECOND PARTY to keep building materials at fixed points for a certain period of time.
15. The SECOND PARTY shall abide by the clauses of Development Guidelines with amendments, if any, enforced by the Sriniketan Santiniketan Development Authority with regard to open space provision, ground coverage, floor area ratio and other aspects of development of land.
16. The SECOND PARTY shall permit the FIRST PARTY or its officers authorized in that behalf, on prior notice of ten days, on any working day during working hours, during the erection of the buildings and subsequent thereto, to enter upon the demised premises to inspect the condition of the buildings for the time being erected or in course of erection and for any other reasonable purpose within the scope of the agreement.
17. The SECOND PARTY shall keep the demised premises including the buildings, drains, walls and appurtenances in clean and sanitary condition and in a proper state of habitable

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Kabiguru Industrial
Training Centre

Sarathi
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Principal
Kabiguru Industrial
Training Centre

Executive Officer
Sriniketan Santiniketan
Development Authority

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condition and repairs and keep the boundaries of the demised land well marked so that the same may be easily recognized and identified.

- 18. The SECOND PARTY shall not sub-divide the demised land under any circumstances.
- 19. The FIRST PARTY shall have the right and be entitled to re-enter and possess the demised premises by paying to SECOND PARTY price of the land prevailing on the date of re-entry and possession in default of observance and performance by the SECOND PARTY of any of the terms, conditions and covenants herein on their part contained.
- 20. The FIRST PARTY hereby covenants with the SECOND PARTY that the SECOND PARTY observing and performing the several covenants and stipulations herein on their part contained shall peaceably hold and enjoy the demised land during the said term without any interruption by the FIRST PARTY and or any person rightfully claiming under or in trust for them.
- 21. **PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED AS FOLLOWS :-**
- 24.1 If any covenant on the SECOND PARTY's part herein contained shall not be performed or observed or if the SECOND PARTY or other person in whom for the time being the term hereby erected, shall be vested shall become bankrupt then and in any of the said cases it shall be lawful for the FIRST PARTY at any time thereafter to re-enter upon the demised land or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the FIRST PARTY in respect of any breach of SECOND PARTY's covenants herein contained.
- 24.2 On taking such possession the FIRST PARTY may sell or otherwise deal with the said land and buildings as it may think proper as per land user.
- 24.3 Should the FIRST PARTY sell the land with the buildings, the FIRST PARTY, after deducting the expenses incurred in connection with sale, shall pay the sale proceeds to the SECOND PARTY after deducting there from the value of the lease-hold land and all such as may remain due and owing to the FIRST PARTY within the scope of this agreement.
- 22. In order to enable the SECOND PARTY to implement the work of the KABIGURU INDUSTRIAL TRAINING CENTRE, FIRST PARTY will give vacant possession of the land to the SECOND PARTY. The SECOND PARTY at the first instance shall prepare and work out the drawings, layouts, infrastructures requirement etc. hereinafter called the "Scheme" for proper development of the INDUSTRIAL TRAINING CENTRE and other areas strictly in accordance with the settlement.

Principal

Principal
Kabiguru Industrial
Training Centre

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Principal
Kabiguru Industrial
Training Centre
Development Authority



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23. The SECOND PARTY will pay and bear the full cost of implementation of the Project and/or the INDUSTRIAL TRAINING CENTRE on the said land.
24. Possession of the demised land will be given after execution of these presents.

THE SCHEDULE ABOVE REFERRED TO -

All that piece or parcel of land measuring approximately 5.08 acres be the same or little more or less in C.S./R.S./L.R. Plot No. 340 (Part), Mouza- Uttarnarayanpur, J.L.No.- 96, Police Station - Bolpur in Subdivision Bolpur, Registration Office Bolpur in the district of Birbhum with the Planning Area of the Sriniketan Santiniketan Development Authority and butted and bounded in the manner following, that is to say on the -

North by - Canal

South by - Vacant Land

East by - Sub Station of West Bengal State of Electricity Distribution Co. Ltd.

West by - Proposed National Academy of Archery.

25. The said plot of land as shown in the map is annexed hereto within boundaries marked in Red Colour.
26. FIRST PARTY shall at its own risk, cost and expenses settle all claims regarding its title in respect of the land and shall ensure that the same do not in any manner, impede the implementation of this Agreement and to that extent, FIRST PARTY shall keep the SECOND PARTY saved, hold, harmless and fully indemnified against all actions, claims, proceedings, cost, damages, expenses, including all legal expenses which may be brought against SECOND PARTY, or which the SECOND PARTY may sustain at the instance of person, or persons who may claim any title or interest in respect of the whole premises or part thereof.
27. The FIRST PARTY further declares that it has not created any encumbrance with regard to the said property and that there is no litigation pending in respect of the said property in any manner whatsoever.
28. FIRST PARTY undertakes to render all lawful assistance to the SECOND PARTY in the matter of obtaining all permits/licenses and other sanctions from appropriate authorities for implementation of the Scheme but the SECOND PARTY shall bear the entire cost including incidental charges for such permission/sanction and the SECOND PARTY shall be answerable to such authorities or bodies before and after the delivery of possession.
29. The agreement may be amended or rescinded by mutual consent between the parties hereto which shall be in writing.

attested
Principal

Principal
Jabiguru Industrial
Training Centre

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Executive Officer
Sriniketan Santiniketan
Development Authority

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30. Any notice to be given hereunder shall be deemed to have been duly served if it is in writing and signed by the party giving the notice and should be sent by registered post properly stamped and addressed to the other party at its address mentioned herein below :
Address of the FIRST PARTY :

Executive Officer, SSDA, Kshanika, P.O.- Bolpur, Dist.- Birbhum – 731 204

Address of the SECOND PARTY

Secretary, KGITC, Uttarnarayanpur, P.O.- Paruldanga, Dist.- Birbhum – 731 204

31. Any dispute or differences arising out of the terms of this Agreement shall be resolved amicably between the parties at the first instance. However in case despite the efforts of both the parties, no settlement is forthcoming then the same shall be referred to the arbitration under Arbitration & Conciliation Act, 1996 or any other enactment that may be in force in relation thereto.

THE LAND SCHEDULE

| Mouza | J.L.No. | Plot No. | Area in acres | Purpose | Period |
|-----------------|---------|------------|---------------|----------------------------|--|
| Uttarnarayanpur | 96 | 340(Part) | 5.08 | Industrial Training Centre | Unexpired period of 30 years and provision for renewal on mutual agreed terms and conditions between the FIRST PARTY AND the SECOND PARTY. |

Principal
Khaniketa Santiniketan

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

SIGNED SEALED AND DELIVERED

P. Mitra

by the Party of the ONE PART at KOLKATA -

Pushpendu Mitra, Executive Officer/SSDA

In the presence of:-

1) Ms. S. Dutta (Pandit)
Assistant Planner, SSDA

S. Bandit

2) Mr. D. Bhattacharya
Stenographer, SSDA

Dhananjay Bhattacharya

**Executive Officer
Khaniketa Santiniketan
Development Authority**

SIGNED SEALED AND DELIVERED

by the Party of the OTHER PART at KOLKATA

P. Sarathi

Parth Sarathi, Secretary, Governing Body, KGITC

In the presence of:-

1) Shri R.S.V. Prasad
ED/HR, BHEL, NewDelhi

R. Prasad

2) Shri T Bhatt
Addl DP (Dev), DVC, Kolkata

T. Bhatt

Principal
Khaniketa Santiniketan
Training Centre