

(45)

11. 26
14/6/96

MEMORANDUM OF UNDERSTANDING

BETWEEN

**INDIAN INSTITUTE OF TECHNOLOGY
KHARAGPUR**

AND

**THE INSTITUTION OF ENGINEERS (INDIA)
KHARAGPUR LOCAL CENTRE
KHARAGPUR**

on June 14, 1996

The CHAIRMAN, on behalf of the Executive Committee of Institutions of Engineers (India), Kharagpur Local Centre requested the Director, IIT, Kharagpur to allot a plot of land to Institution of Engineers (India), Kharagpur Local Centre to build their own double-storied office cum library building having facilities of guest house, lecture theatre, meeting room etc. other than office space and Library to carry out different activities of the centre. The Director agreed to allot a plot of land as shown in the annexed sketch having (40 X 25) 1000 sq.m. area by the side of the IIT main road towards Salua, on a nominal sum of Rs.1,00,000.00 (Rupees one lakh only) to be paid in advance and premium of Rs.1,000.00 per annum on a lease basis for 99 years. Further, a sum of Rs.50,000 will be paid for charges towards electricity and water connection. It was also agreed upon that a memorandum of understanding will be signed by both the parties on stamped paper giving the terms and conditions of the lease. The MOU has therefore been drafted as given as Annexure.

LEASE AGREEMENT FOR LAND

This INDENTURE OF LEASE made this _____ day of _____ one thousand nine hundred and ninety-six between INDIAN INSTITUTE OF TECHNOLOGY (IIT) KHARAGPUR, having its registered office at Kharagpur, Midnapore, West Bengal, herein after referred to as the LESSOR (which expression shall unless endorsed by or repugnant to the subject or context be deemed to mean and include its successors, successors-in-office and assigns) of the ONE PART AND INSTITUTION OF ENGINEERS (INDIA), KHARAGPUR LOCAL CENTRE, a registered body, having its headquarter at 8, GOKHALE ROAD, CALCUTTA herein after referred to as the LESSEE (which expression shall unless excluded or repugnant to the subject or context be deemed to mean and include its successors, successors in office and assigns) of the OTHER PART :

WHEREAS :

- A. The Lessor is the owner of all that land containing an area of 40 m. X 25 m. i.e. 1000 square meter be the same a little more or less situated lying at Mouza Sonamukhi, police station Hijli, J.l. No. 188 (Part) Mouza No. Sonamukhi Dag No. 188 (Part) in the district of Midnapore more fully and particularly described in the schedule hereunder written (hereinafter referred to as the solid land).
- B. The Lessor has agreed to grant a lease unto and in favour of the Lessee of all that the said land and the Lessee has agreed to take said land on lease for 99 years with an objective to establish a building preferably double storied for the office-cum-library and guest house, lecture and meeting room of the Institution of Engineers (India), Kharagpur Local Centre with option to renew the same for a further terms of 99 years with the options of the Lessee on mutually agreed terms and conditions.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Memorandum and in consideration of a premium of a sum of Rs.1,00,000.00 (Rupees one lakh only) and in further consideration of the premium hereby reserved and on the covenants, terms and conditions contained herein, the Lessor doth hereby grant, transfer, demise, assign and assure unto and in favour of the lessee. All that the piece and parcel of land containing an area of 1000 sq. metre (as per sketch attached) be the same a little more or less situated lying at Mouza Sonamukhi, Police Station HIJLI, J.L. No. 188 (Part), Mouza Sonamukhi, Dag No. 188 (Part) in the district of Midnapore more fully in particularly described in the schedule hereunder written and shown and delineated in the sketch or plan annexed hereto and bordered in colour 'Red' thereon (hereinafter referred to as the 'SAID LAND') and together with all right of easements and appurtenances thereto free from all encumbrances, charges, heirs, lispenders, attachments, trust of whatsoever nature TO HAVE AND TO HOLD the said land and every part of portion thereof unto the Lessee for lease of 99 years commencing on and from the date of execution of these presents YIELDING AND PAYING therefore Unto lessor a sum of Rs.1,000.00 (Rupees one thousand only) per financial year to commence on 1st April of each year, ending on 31st March of the following year.

C. The LESSEE DOTH HEREBY COVENANT WITH THE LESSOR AS FOLLOWS :

- (i) An amount of Rs.1,00,000.00 (Rupees one lakhs only) as one term basis will be paid by Institution of Engineers (India), Kharagpur Local Centre, within thirty days from the date of signing of the lease agreement. A further sum of Rs. 50,000 will be paid to the lessor for charges towards electricity and water connections at the nearest available place.

- (ii) Premium for the balance period of the financial year will be paid one year after handing over possession of the said land.
- (iii) The premium will be paid annually by the end of the financial year i.e. 31st March every year.
- (iv) The LESSEE shall bear the proportionate rates and taxes, outgoings and impositions of whatsoever nature that may be payable at present and may hereafter be payable in respect of the said land or any building, structure which may hereafter be constructed thereon.
- (v) The Lessee shall not hypothecate or mortgage or charge the said land or any part or portion thereof to raise capital or term loan (except charge created in favour of any financial institution for securing loans and advances made and/or to be made by such financial institutions to Lessee.
- (vi) The Lessee shall comply with all the activities of the Institutions of Engineer (India), Kharagpur Local Centre and shall keep IIT fully informed of its activities and functions. They shall not under any circumstances carry out such activities which may create confusion/conflict amongst the residents of the campus.

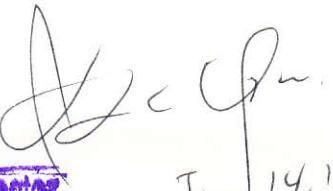
D. The LESSOR DOTH HEREBY COVENANT WITH THE LESSEE as follows:

- (a) Use of electricity and water, on charge basis.
- (b) Use of any communication facility, on charge basis.

- (c) Use of infrastructural facilities, i.e. allowing CEC complex for running short-term courses, workshop, and Guest House facilities, on charge basis.
- (d) IIT shall allow access to the Institution of Engineers (India), Kharagpur Local Centre, building to all its employees, student members, technician members and corporate members.
- (e) In case the leased land is used for any purpose other than agreed to in the MOU, or the IIT code of conduct is not followed by those using the Institute of Engineers facilities, IIT Kharagpur reserves the right to terminate the lease by giving a notice of three months during which Institution of Engineers (India) should search out an alternate accommodation.
- (f) The parties shall sign and execute on further documents and/or deeds which may be necessary or expedient for the purpose of implementing this agreement.
- (g) All disputes and differences out of this agreement or touching or concerning the same or for determination of any terms and conditions hereunder or for determination any liability herein under shall be settled through mutual discussion between Director, IIT, Kharagpur and Chairman, Institution of Engineers (India), Kharagpur Local Centre and decision once taken shall be final and binding upon the parties.

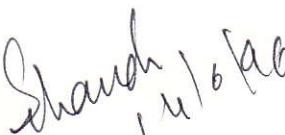
THE SCHEDULE ABOVE REFERRED TO :

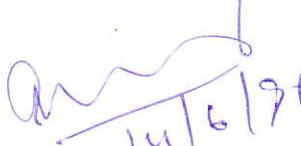
IN WITNESS HEREOF THE Parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.


Director,
Indian Institute of Technology
Kharagpur.

14/6/96

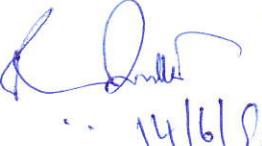
14/6/96


Shaikh
14/6/96


Amrit
14/6/96

SIGNED, SEALED, AND DELIVERED by the said Lessor in the presence of :


Mr. X


R. Dutt
14/6/96


Shyam
14.6.96

SIGNED, SEALED, AND DELIVERED by the said Lessee in the presence of :

