

BENGAL CHEMICALS & PHARMACEUTICALS LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
6 GANESH CHUNDER AVENUE, KOLKATA 700 013

Particulars to be furnished for submission of offer for OFFICE SPACE (super built area) at 4th Floor (5153 sq.ft.& 1023 sq.ft.) and 5th Floor (1083 sq.ft. & 5093 sq.ft) of 6 Ganesh Chunder Avenue available on rent [All information should be furnished in the following format with complete details].

1. Name of Agency/Company : _____
2. Full Postal Address : _____
Telephone No. and Fax _____
Cell phone and e-mail _____
3. Whether the firm/Company is a CPSU/
PSU/Proprietorship/Partnership/
Private Limited etc. (attach necessary
Documents) _____
4. Name(s) and Address(es) of the
Proprietor(s)/Partner(s)/Director(s)
of the Company/Agency/Firm _____
5. Nature of business _____
6. Purpose for which the space is
proposed to be used _____
7. Details of Valid and up-to-date Registration of (Please attach certified copy)
 - (a) Trade License of KMC _____
 - (b) Service Tax Registration No. _____
 - (c) Shops & Establishments Registration _____
 - (d) PAN / TAN Number _____
 - (e) Any Other Documents _____
8. Name and address with contact person
from where the firm/company is
currently operating _____
9. Annual Turnover of the Company for
last three years (certified copies of
balance sheet to be attached) _____
10. Name and address of the Banker _____

I / We hereby declare that the above statements are true. I / We also declare that the decision regarding short-listing of Agencies for the above work shall be final and binding on me / us.

**Signature of the proprietor/partner/
Authorized signatory of the Company with Seal**

Our offer for taking OFFICE SPACE (Super Built Up Area) at 4th Floor and 5th Floor of 6 Ganesh Chunder Avenue, Kolkata 700 013 is as under:

1. Our rate per square ft (super built up area) is ₹. (in figures) (Rupees(in words).
2. We agree to pay besides rent, proportionate share of KMC property tax, service tax, electricity charges, maintenance charges and security deposit equivalent to 6 (six) months rent.
3. That we agree to bear all outgoings in respect of taxes which are applicable as on date and which may be imposed at a later date by KMC or any other authorities competent to do so.
4. We agree to pay off the rental within 7(seven) days of the current calendar month whereas all other dues as at (1) and (2) above will be cleared within 7 (seven) days from the date of submission of bills by Bengal Chemicals & Pharmaceuticals Ltd.
5. That we are interested for the entire space available on rent or we are interested for the space indicated/ticked below:

4th Floor:
(apprx.5153 sq.ft.
& 1023 sq.ft)

5th Floor:
(apprx.1083 sq.ft.
& 5093 sq.ft)

Please put “√” within the box whichever is applicable.

6. We agree to execute the Lease Agreement on the terms and conditions attached herewith and duly signed by us which will be registered and the cost will be borne by the lessor and lessee on pro-rata basis.
7. We understand that any difference arising out of the interpretation of the Lease Agreement in question shall be referred to the Sole Arbitrator appointed by the Managing Director of Bengal Chemicals & Pharmaceuticals Ltd and his decision will be final.
8. We keep ourselves indemnified to use the premises for the purposes indicated herein before and not for any other purpose, without first obtaining written permission of the competent officials of Bengal Chemicals & Pharmaceuticals Ltd.
9. Our offer is firm and if selected by Bengal Chemicals & Pharmaceuticals Ltd we will accept the same and will start paying rent at the agreed rate irrespective of occupying the premises in question and shall take the possession after compliance with the conditions attached therewith.
10. We are aware that BCPL Authorities reserve the right to either cancel the tender or reject any or all the tenders without assigning any reason thereof.

**Signature of the proprietor/partner/
Authorized signatory of the Company with Seal**

THIS AGREEMENT made at Kolkata on day of 2011.

By and Between :

BENGAL CHEMICALS & PHARMACEUTICALS LTD. (A Government of India Enterprise) registered under the Companies Act 1956, having its registered office at 6, Ganesh Chunder Avenue, Kolkata - 700013, West Bengal and hereinafter called " The LESSOR" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns) of the ONE PART :

AND

.....(**Name of the lessee**), a company incorporated under companies Act, 1956, having its registered office at(registered office address and permanent address of the lessee), represented by its Authorised Representative (name and designation of the Authorised Signatory together with copy of power of attorney), hereinafter called "The LESSEE" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns) of the OTHER PART:

WHEREAS the **Lessor** is the owner of the land and Building at 6, Ganesh Chunder Avenue, Kolkata-700013.

AND WHEREAS the Lessee is a (nature of the Lessee's concern and its business and name of the Act under which it is registered).

AND WHEREAS the **Lessor** is desirous of giving on lease.....(space/floor) admeasuring.....(sq.ft. gross covered area/super built up area super built up area) little more or less at **Premises No. 6, Ganesh Chunder Avenue, Kolkata-700013** to the lessee as more particularly described in the schedule hereunder written to the lessee on lease for a period of **36(thirty six) months commencing from the day (date) of.....(month),.....(year)** on the terms and conditions as more particularly stated hereinafter and the Lessor doth hereby grant, assure and assign unto the lessee of all that part of floor of premises of 6, Ganesh Chunder Avenue, Kolkata-700013.

AND WHEREAS the parties hereto are desirous of recording the terms and conditions of the lease of this premises as hereinafter appearing.

NOW THIS INDENTURE WITNESTH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: that in consideration of the monthly lease rent hereinafter reserved and the covenant and conditions hereinafter reserved and contained and on the part of the lessee to be paid, observed and

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Performed, the Lessor do give license and permit the Lessee to occupy the(floor) admeasuring a little more or less an area of..... **sq. ft. gross covered area/super built up area** of the said premises at 6, Ganesh Chunder Avenue, Kolkata - 700013 at monthly lease rent @ **Rs..... per sq. ft. , i.e. Rs.....(Rupees** **(in words)** as rental only for a period of **36 (Thirty Six) months commencing fromday (date) of(month),.....(year), i.e. from.....(date) to.....(date)**. This lease agreement may, however, be renewed for any period on the terms and conditions that may be mutually agreed between the parties. Other charges, in addition to lease rent, such as consumption of electricity(as per separate sub-meter); proportionate common electricity and maintenance charges; service tax; 100% Property Taxes (including all shares) as well as non-residential surcharge including Howrah Bridge Tax chargeable under Section 171 of the Kolkata Municipal Corporation Act, 1980 or any other similar or relevant Statues imposed by the Kolkata Municipal Corporation from time to time; Water Taxes, Service taxes at applicable rates from time to time; Water taxes, service taxes at applicable rates from time to time and other dues etc. shall be borne by the Lessee for their occupying the said premises at actual or as per bill submitted for payment by the Lessor to the Lessee within the seventh day following the submission of the bills.

1. That the terms of the lease hereby granted is for a period of **3 (three) years commencing from(date) to(date)** and it is further agreed that this agreement may be renewed for any further period on the terms and conditions that may be mutually agreed between the parties.

2. That it is hereby agreed by and between the parties that the rent and other charges shall be increased @ 15% after expiry of every three years.

3. That the Lessee will deposit an interest free security deposit equivalent to 6(six) months rent amounting to Rs.(Rupees.....) (in words) only being security deposit which will be refunded at the time of handing over of the peaceful vacant possession of the said premises by the Lessee or early determination of lease agreement and after deducting or adjusting recoverable dues/expenses towards electricity charges, water charges, Kolkata Municipal Taxes and any other outstanding dues/charges, if any. Any delay in payment of the amount due thereafter shall be paid with interest at the rate of% per annum for the period of such delay.

4. That the Lessee will deduct T.D.S on rent payable to Lessor in case of non-receipt of lower rate of T.D.S or exemption certificate of T.D.S from the Income Tax Department of Lessor. Lessor shall give the certificate of non-deduction/lower rate to the Lessee from time to time.

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5. That the Lessee shall pay charges for consumption of electricity for the said occupied portion at actual during terms of the lease period directly or upon submission of bills by the Lessor to the Lessee. The Lessee shall use the demised premises for the purpose of business of(nature of the business) as are detailed in the Memorandum & Articles of Association of the Lessee. The Lessee shall hold their valid license from the respective authority of the Government or other authorities for rendering the business in the said demised premises at their own cost.

6. That all existing and future Kolkata Municipal Corporation property Taxes, Water Taxes, Municipal and other rates and taxes, Service taxes, Maintenance charges and other outgoings payable in respect of the said premises shall have to bear, pay and discharge by the Lessee. Non-settlement of arrear property tax of KMC, if remains unsettled beyond 90 days, then w.e.f..... interest @ 14.5% p.a., on monthly rent basis shall be levied and payable by the lessee.

7. That the Lessee shall use the demised premises only for commercial purpose as office/godown, and for no other purpose such as residence, industry, factory etc. The lessee is permitted to use the premises ensuring fully adherence to fire and safety regulations as may be required to safeguard the premises and building from all types of risks.

8. That the Lessee shall maintain the premises in good condition and in case of minor repairs that may be required, the Lessee would be entitled to carry out such repairs after obtaining due permission from the Lessor and the Lessee shall, in regular course, make arrangement for cleaning and maintaining the interior area under its occupation at its own cost and undertaking repairing works, cleaning of internal sewerage system, electrical wirings, connections, civil works etc. as may be required from time to time. However, such repairing/maintenance work shall, in no cases cause damage to the common areas, common spaces, stairs, etc. In case such damage is caused the Lessee is liable to make good the same at his cost.

9. That the Lessee shall be entitled to, at its own cost as and when necessary, to make temporary additions, alternations and fitting and fixtures in the nature of furnishing the demised premises suitable for its uses provided that the Lessee shall not cause any damage or injury to the ceilings, floors, walls or the constructional/architectural structure/design of the demised premises and that no such addition and alteration shall be of permanent nature.

PROVIDED FURTHER that the detailed plan of furniture, interior decoration and other additions/alterations which are proposed to be done, shall be submitted to the Lessor for approval and no such action shall be taken by the Lessee without obtaining written approval of the Lessor. All electrical wirings, connections, instruments, gadgets and all other equipments that are fixed and/or kept in the premises shall be kept in proper conditions so that the premises and/or the building is not put to any risks, hazards and accidents.

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10. That the Lessee shall not use or allow to be used any time during the subsistence of the lease, the demised premises in such a way which might cause nuisance, annoyance, disturbance or inconvenience or interfere with the peace or comfort of the lessor or the other tenants/lessee and occupiers of the lessor or of the adjoining or neighbouring buildings.

11. That the Lessee shall not assign, sub-let to any sub-lessee or create a charge, encumbrance or part with possession of the demised premises or any portion thereof under their occupation in any manner whatsoever.

12. That Lease may be terminated by both the parties after giving 3 (three) month's notice in writing and in that event the Lessee shall hand over the peaceful vacant possession of the occupied portion to the Lessor in good condition and the Lessor shall refund the security deposit after deduction of amount for the damaged portion, if any. If the cost of repairing the damaged portion is higher than the security deposit, the Lessee shall pay the balance amount immediately without any demur merely on demand received from the Lessor.

13. That in the event of requirement of the premises or part thereof by the Lessor for its own use before the expiry of the lease, the Lessor shall give 3 months' prior notice to the Lessee for the same and the Lessee shall hand over vacant and peaceful possession of the whole or part of the demised premises to the Lessor before expiry of the period of 3 months.

14. That on termination of this agreement or at the expiry of the said terms by efflux of the stipulated period as mentioned above, i.e.(date) or otherwise, the Lessee shall hand over the peaceful and vacant possession of the said premises to the Lessor in good condition as they are at present, unless otherwise the parties have decided for renewal thereof on terms and conditions as mutually agreed by and between the parties.

15. That the Lessor shall exclude the rental charges on pro-rata basis in case of part handing over of the premises by the Lessee, i.e. the rental for the part area hand over is to be excluded from the total rental charges

16. That the Lessee may request the lessor in writing for renewal of lease agreement in respect of the said premises at least 3 months prior to determination of the lease by efflux of time and the Lessor shall, if it so deem at its entire discretion, agree to such renewal on the terms and conditions to be mutually agreed upon.

17. That the Lessee shall not store or allowed to be stored in the demised premises any prohibited, inflammable or combustible or obnoxious article or commodities which may cause unreasonable apprehension or damage to the premises or contents thereof or cause injury to the occupants of the building and shall not use the demised premises for any unlawful activities The Lessee shall not keep the demised premises shut or closed for a period more than 2(two) months without obtaining express permission in writing for keeping the same shut without any reasonable or valid ground.

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18. That the Lessee will pay the rent to Lessor within 7th day of every running English Calendar month. In the event the Lessee fails to pay within the stipulated period, the Lessee shall be liable to pay interest @ 2% p.m. on outstanding rent.

19. That the Lessor will, in normal circumstances, not terminate this agreement as long as the Lessee complies with the terms of agreement and as long as the Lessee takes prior approval from the Lessor for any matter not covered in this Agreement. However, if the Lessee fails to pay its dues for the 3 (three) consecutive months, the Lessor shall give 1 (one) month's notice to the Lessee and if the Lessee still defaults in making payment after receiving such notice, the Lessor will have full liberty to terminate this agreement by serving termination notice to the Lessee and will take possession thereof immediately without recourse of law. Further the Lessor in addition to other rights and privileges arising out of this present, will have the right to terminate this agreement if the Lessee fails to pay any of the electricity bills or Kolkata Municipal property Tax or Water Tax or other dues of Kolkata Municipal Corporation, Service Tax at applicable rates etc. within the stipulated time.

20. That if the demised premises or any part thereof at any time during the said term be destroyed or damaged by fire, earthquake, lightning or any cause other than the Lessee's willful act or default so as to become for occupation and use by the Lessee, the term of the Lease hereby granted shall stand determined and the Lessee shall at once hand over the possession of the premises so damaged or destroyed to the Lessor. If the building or the demised premises or any part of the building/demised premises is/are damaged or any harm and loss is caused to the Lessor or other occupants of the building on account of negligence or default on the part of Lessee, the Lessee shall be liable to make good the premises by undertaking such actions to bring back the demised premises to its original condition or as near as thereto. The Lessee shall be responsible for any third party liability and shall indemnify the Lessor and keep always indemnified the Lessor against any claims, damages, suits, charges that may be brought against the Lessor.

21. That in the event of termination of Lease agreement the Lessee shall vacate and handover peaceful possession of the premises to the Lessor within one month from the date of termination of this agreement. If the Lessee does not vacate the premises within one month of such notice, the provisions of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 shall also be applicable and the Lessor shall be free to take all actions and proceedings as provided under any law to evict the Lessee.

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22. That nothing herein contained shall be construed to create any right, interest, easement, tenancy or sub-tenancy in favour of the Lessee or any occupant for the time being of the said premise in or upon the demised premises or transferring any interest whatsoever herein in favour of the Lessee or any occupant for the time being of the said premises other than the permissive use hereby granted. It is the express intention of the parties hereto that the Lessor shall be and shall always be deemed to be in exclusive possession full charge and control of the demised premises at all times and that the Lessor shall at all times have full free and unobstructed entry into the said premises.

23. That the Lessee shall allow the Lessor or his representative to inspect the demised premises during the working hours and the Lessor shall also be free to construct any permanent structure according to the sanctioned plan without any obstruction and hindrance to the lessee and to his business.

24. All disputes and differences relating to this Agreement, which cannot be amicably resolved by the parties, shall be referred to a sole Arbitrator to be appointed by the Managing Director, BCPL and his verdict will be final and binding to all.

25. All disputes and Court cases are subject to the jurisdiction of Kolkata Courts only.

**Signature of the Proprietor/Partner/Authorized
signatory of the Company with Seal**

IN WITNESS WHEREOF THIS AGREEMENT OF LEASE, THE PARTIES HERETO VIZ, THE LESSOR AND LESSEE HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEAL, THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

In the presence of :
1.

SIGNED AND DELIVERED
By within named "Lessor"

2.

**By the hands of.....(Authorized Signatory)
For and on behalf of BENGAL CHEMICALS & PHARMACEUTICALS LTD.**

In the presence of :
1.

SIGNED AND DELIVERED
By the within named "Lessee"

2.

**By the hands of.....(Authorized Signatory)
For and on behalf of(name of the Lessee)**

SCHEDULE ABOVE REFERRED TO

A six storied building situated within Kolkata Municipal Corporation, Bowbazar P.S. holding No. 6. Ganesh Chunder Avenue, Kolkata-700013 commonly known as Bengal Chemical Building in the(space/floor) admeasuring super built up area ofsq.ft. little more or less on the said building.

List of Inventories handed over by the Lessor and taken over by the Lessee is as under:

- 1.
- 2.
- 3.
- 4.

In the presence of :
1.

SIGNED AND DELIVERED
By within named "Lessor"

2.

**By the hands of.....(Authorized Signatory)
For and on behalf of BENGAL CHEMICALS & PHARMACEUTICALS LTD.**

In the presence of :
1.

SIGNED AND DELIVERED
By the within named "Lessee"

2.

**By the hands of.....(Authorized Signatory)
For and on behalf of(name of the Lessee)**

Notes:

- 1. All pages to be signed by the authorized signatory of the company with seal**
- 2. Figures wherever appear must be written in words also**
- 3. Re-writing/overwriting, if any, must be deleted properly and countersigned with seal**
- 4. BCPL Management reserves the right to accept/reject whole or part of the bids received/submitted**
- 5. BCPL shall not be responsible for any loss of tender documents in transit**
- 6. Simply submission of tender documents does not generate any right on the bidders**
- 7. Tender fee is non refundable and not subject to any adjustment whatsoever**
- 8. Last date of tender submission and opening thereof will be notified in the company's website.**