

SAMPLE FORMAT FOR AGREEMENT TO LEASE

THIS AGREEMENT made this the .... day of ..... Thousand and Fifteen

BETWEEN

**WEST BENGAL INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION**, [PAN: AAACW3073C] -a statutory body corporate constituted under the West Bengal Industrial Infrastructure Development Corporation Act, 1974 (Act XXV of 1974) having its Head Office presently at 5, Council House Street (3<sup>rd</sup> floor), Kolkata – 700 001, within the municipal limits of the town of Kolkata hereinafter called the “**CORPORATION**” (which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assignees), of the **ONE PART**

AND

**M/s. ....** - a company/society/partnership/proprietorship firm incorporated and registered under the Companies Act, 1956/Societies Act/Partnership Act having its Registered /Head Office at .....; hereinafter called the “**ALLOTTEE**” (which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and legal representatives) of the **OTHER PART**.

**WHEREAS** the **Corporation** is fully seized and possessed of and sufficiently entitled to ..... **acres** of land in Mouzas- ....., J.L. ....; ....., J.L. No. ... and ....., J.L. No. .... all under P.S. ....., Dist. .... as a Transferee / Lessee for a period of 99 years commencing from ..... by virtue of the Transfer/Lease Deed registered on ..... between the **CORPORATION** and **THE GOVERNOR OF THE STATE OF WEST BENGAL / The Board of Trustees of the Port of Calcutta-** a body corporate constituted under ‘The Major Port Trusts Act, 1963 (Act XXXVIII of 1963) being Deed No. .... for the year .... registered at the Office of the ....., entered in Book No. I, Volume No. .... from page no. .... to page no. .... and has been thereby authorised to demise the land or any part thereof;

1. The Governor of State of West Bengal has acquired under the provisions of the West Bengal Industrial Infrastructure Development Corporation Act, 1974 (Act XXV of 1974) / The Land Acquisition Act, 1894 (Act I of 1894) / West Bengal Land (Requisition and Acquisition) Act, 1948 (West Bengal Act-II of 1948)/ The Board of Trustees of the Port of Calcutta acquired an area of ..... acres of land situated at Mouzas- ....., J.L. ....; ....., J.L. No. .... and ....., J.L. No. .... all under P.S. ....., Dist. .... and has granted possession of the above said land to the Corporation with the authority to deal with the same.
2. The Allottee has approached the Corporation to grant a lease of a portion of the Said Land measuring about ..... acres fully described under **Schedule ‘A’** hereinbelow (hereinafter called the ‘**Said Land**’) and the Corporation has

agreed to grant lease of the Said Land on the terms and conditions hereinafter appearing.

**I. NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES as follows:**

1. The Corporation hereby agrees to grant and the Allottee hereby agrees to take on lease the Said Land fully described under **Schedule 'A'** for a period of 99 (Ninety Nine) years with effect from ..... upon payment of Lease Premium as mentioned hereinbelow and also Annual Lease Rent as provided in the **Schedule 'B'** hereunder written or at such revised rate together with the conditions and considerations mentioned under various covenants herein.
2. The Allottee has paid to the Corporation a sum of Rs. ..../- (Rupees ..... ) only as Lease Premium for the lease to be granted for the said land.
3. The Allottee has paid a sum of Rs. ..../- (Rupees ..... ) only as Annual Lease Rent for use of the said land for the initial period of first 20 years @ Rs. ..../- per annum/ as per 'Schedule B'. The Allottee shall be liable to pay Lease Rent at the same rate as payable under **Schedule 'B'** or at such revised rate as may be prescribed by the Corporation time to time.
4. To pay the yearly/quarterly maintenance/service charges for maintenance/running of the services provided by the Corporation to the Allottee at the rate to be determined subsequently till the Municipalities/Notified Authorities/other organizations of the State Government or any other entrusted private body take over the responsibilities of the maintenance of the services rendered by the Corporation. The Allottee shall be bound to unite with a recognized association/ body corporate that may be entrusted with the work of maintenance of road/ infrastructure/estate of the Corporation and to pay the requisite fees/charges.
5. The Allottee shall pay/reimburse to the Corporation all rates, taxes, cess land revenue and other impositions in respect of the said land and the structures thereon which may at any time or times be assessed be payable by the Corporation in respect of the said land, within such time as may be intimated by the Corporation. If payment is not made within time, the Corporation shall charge a penal interest @ 14% per annum on the bill.
6. Execution and the Registration of the Deed of Lease will be done when called upon by the Corporation. The Allottee shall bear the cost of stamp duty and registration fees payable in respect of the registration of the lease deed. Provided that no 'Deed of Lease' shall be executed unless substantial progress of work is shown in actuality.
7. The Corporation has handed over possession of the said land to the Allottee on ....., which the Allottee hereby confirms.

8. The Corporation shall have the right to revise and increase the yearly Lease Rent or Yearly/Quarterly Maintenance/Service/User's Charges hereby reserved and in that respect the decision of the Corporation shall be final and binding upon the Allottee.

**II. THE ALLOTTEE DOETH HEREBY COVENANT WITH THE CORPORATION AS FOLLOWS:**

- (a) To utilize the said land for setting up a '.....'.
- (b) To pay/reimburse the said yearly rent as per Schedule 'B' or at such revised rate of rent, land revenue, cess as assessed/claimed by the Corporation/Govt./ concerned authority time to time in respect of the allotted land to the Corporation in the manner herein provided for payment thereof with or without any demand (default shall carry with it an interest @14% per annum).
- (c) To pay the yearly/quarterly maintenance/service charges for maintenance/ running of the services provided by the Corporation to the Allottee at the applicable rate or rate to be determined subsequently till the Municipalities/ Notified Authorities/other organizations of the State Government take over the responsibilities of the maintenance of the services developed by the Corporation.
- (d) To abide by the terms & conditions as laid down in the terms and conditions of allotment set by the Corporation along with its rules, regulations, norms and other practices/procedures prevailing at the relevant point of time including that of allotment of land / utilization of land etc. made by the Corporation time to time.
- (e) Not to sink any well/tube well on the said land: The Allottee will have no right to sink well/ tube well. Allottee will have to apply separately to the Corporation for arranging water supply to the premises for which separate Agreement will be executed. Allottee will also be required to pay a separate connection and other charges for the same.
- (f) The Allottee shall be liable to pay requisite permission fee/ transfer fee/ mutation charges for change of name/product line/ change in constitution or nature of the Company or bulk transfer of shares as per prevailing norms of the Confirmer, in the event of such changes either due to its own volition or due to merger/de-merger/amalgamation or any scheme of arrangement under any Court/BIFR order or under any statute or otherwise.
- (g) The Allottee shall construct at its own costs culverts, over all water pipes passing through the Said Land over which building structures may be erected in such manner as will give the Corporation's staffs agents free access at all times to the said water pipes.
- (h) The Allottee shall reimburse to the Corporation all rates, taxes, land revenue, cess and other impositions in respect the Said Land and the structures thereon which may at any time or times be assessed be payable by the Corporation in respect of the Said Land.

- (i) The Allottee shall demarcate the Said Land with boundary walls, pillars or fencing to maintain such walls, pillars or fencing in good and proper condition during the said term and to see that no other person or party may encroach upon any portion of the said land and to execute or cause to be executed any work necessary or desirable in order to keep the Said Land in good sanitary order and condition to the satisfaction of all authorities concerned.
- (j) The Allottee shall observe, perform and comply with all stipulations and requisitions which may from time to time be made by the Government or the Corporation or any other Authority statutory or otherwise in respect of the Said Land and/or the structure/machineries/plants thereon or any portion thereof respectively or in relation to the recruitment or employment of persons in any industrial and / or commercial establishment and/or organization in the State of West Bengal and to furnish quarterly reports about the progress of work including employment position.
- (k) The Allottee shall permit and allow the Corporation's agents / officers at all reasonable hours to enter upon and inspect and examine the Said Land or any portion thereof as and when the Corporation feels necessary, and also for the purpose of constructing, laying, altering, repairing or maintaining any water-course, drains, pipes or electric wires in connection with any adjoining property and by reason of such repairing, laying, altering etc. The Corporation shall not be liable to pay any compensation to the Allottee if the Allottee suffers any damage or inconvenience.
- (l) The Allottee shall surrender and deliver vacant possession of the Said Land in its former condition to the Corporation without claiming any compensation in case any mine or minerals are discovered on any search or operation for the discovery of mine or mineral substance is decided to be undertaken by or on behalf of the Government in the Said Land or any portion thereof.
- (m) The Allottee shall deliver to the Corporation upon the termination of this Agreement, vacant possession of the said land by removing within 30 days therefrom at its own costs all structures, sheds, plants, machineries and equipments, constructed, created and brought in by the Allottee therein or any part thereof within the time as prescribed by the Corporation. NOTWITHSTANDING anything herein contained , in the event of the Allottee's failing to remove all structures, sheds, plants, machineries and equipments within 30 (thirty) days from the date of termination or sooner determination of the Agreement as aforesaid, all such structures, sheds, plants, machineries and equipments constructed or lying on the Said Land shall vest upon the Corporation free from any liability for payment or any compensation in respect thereof and the Corporation shall be entitled to deal with the said Land together with all structures, sheds, plants, machineries and equipments in such manner as they think fit and proper as full owner thereof.
- (n) The Allottee shall not use or allow being used permanently any portion of the Said Land and/or structures thereon as a place of neither any kind of worship or prayer whatsoever nor to convert into any kind of shrine, tomb, temple or mosque however small or insignificant.

- (o) The Allottee shall not exhibit or allow to be exhibited any advertisement or placards or other mode of representation on or above or within or outside the Said Land and/or the factory or Mill or structure standing thereon or any part thereof without prior written permission of the Corporation in specific cases or generally, except name boards or signboards of any nature relating to the business and/or work of the Allottee or for the purpose for which the Said Land is being allotted subject to the Allottee's complying with Municipal, Police or any other laws, rules or regulations for the same for the time being in force.
- (p) The Allottee shall not encroach or allow or suffer any encroachment to be made upon the said land reserved as margin of safety along the side of the Railway Siding and/or on Railway Track in any manner whatsoever or upon the road or any portion of the Said Land whatsoever. In case the Allottee commits any breach of the condition contained in this clause it shall, in addition and without prejudice to all other rights and remedies of the Corporation under these presents, be liable to pay to the Corporation all damages and losses which the Corporation may suffer by reason thereof and keep the Corporation indemnified against any loss, damages, costs, expenses, plants and actions whatsoever resulting from the aforesaid breach of condition by the Allottee.
- (q) The Allottee shall not lower/cause to lower in any way the level of the Said Land nor to do or commit any act or thing which may be injurious to the Said Land and/or may render the said land unworthy for industrial use and/or deterioration in the value thereof and in case any damage or injury is caused to the said land or any part thereof. In the event of breach of this covenant, the Allottee shall compensate or make good the damage caused, without prejudice and in addition to all other rights and remedies of the Corporation under these presents.
- (r) The Allottee shall not assign the lease interests or part with possession in any way of the Said Land and/or structures thereon except with the Corporation's written permission as per prevailing policy of the Corporation and subject to the payment of the assignment charges, Annual Lease Rent and outstanding Users' Charges as may be fixed by the Corporation from time to time. Provided here that vacant lands are not transferable. The term vacant land shall bear the meaning as per prevailing policy/norms of the Corporation. However, the Corporation shall not give any such permission until the dues of it are cleared.

The rights under the present allotment are not transferable either by the Allottee or its assignee or mortgagee.
- (s) The Allottee shall not sub-lease, let, sublet, underlet, give on license or part with possession in any way of the allotted land.
- (t) The Allottee shall not use or allow or permit to be used the said land or any portion thereof for any illegal or immoral purpose or in any manner so as to become a source of grave danger to the public peace or public safety or do any act or thing over, above or underneath the said land or any portion thereof which shall be or become cause of nuisance, damage, annoyance,

inconvenience, obstruction or danger to the Said Land or to the owners or occupiers of any adjoining or neighbouring land or premises.

- (u) The Allottee shall before constructing any pucca building or house, privy, latrine or making any addition or alterations thereto to get the plan thereof approved by Corporation as well as by other statutory authorities as may be prescribed by law.
- (v) The Allottee shall obtain No Objection Certificate / License / Registration / approval / sanction / clearance from the appropriate authority as may be required under environmental laws and other Statutory Provisions and the Corporation shall not in any way be liable for the default of the Allottee on this account.
- (w) The Allottee shall comply with the rules and regulations made and shall also follow other practices and procedures of the Corporation time to time.

### **III. THE CORPORATION DOTH HEREBY COVENANT WITH THE ALLOTTEE AS FOLLOWS:**

- (i) The Allottee shall possess and enjoy the Said Land, during its tenure, without any interruption by or on behalf of the Corporation so long as it will pay the Lease Rent, Land Revenue, Maintenance / Service Charges or other charges/impositions payable hereunder regularly and duly observe and perform the several covenants, conditions and agreements herein contained and on its part to be observed and performed.
- (ii) The Allottee shall pay and reimburse to the Corporation such other or further amount as may be spent by the Corporation towards land acquisition along with interest, development or other works of the area in which the said land is situated for the benefit of the Allottee and other occupiers of the area together with charges and expenses incidental and ancillary thereto on demand or demands made by or on behalf of the Corporation, as occasion would arise within 30 days from the date on which such demand or demands will be made. In case of delay, interest at the rate as determined by the Corporation time to time for the additional amount for the delayed period will be paid by the Allottee.
- (iii) (a) Allottee shall complete the construction of the factory or other permitted facilities on the said land so as to start and/or commence the commercial production within 36 (thirty six) months from the date of handing over of possession of the said land.  
  
(b) If the Allottee fails to commence the commercial production within 36 months from this date, the Allottee may apply to the Corporation at least 30 days prior to the lapse of the said period of 36 months and seek extension of time to commence commercial production and the Corporation at its discretion may allow further time of one year after imposing extension charges up to 10% (Ten per cent) of the prevailing lease premium at the Growth Centre, without prejudice to the other rights of the Corporation including resumption of the Said Land. If the Allottee even after extension of time fails to run the business/production for

which the land is allotted, the Corporation shall take necessary actions as to pecuniary imposition and/or any other action against the Allottee as per the prevailing norms/regulation/policy of the Corporation including resumption of land.

(c) If the Allottee fails to commence the commercial production within the said period of 36 months or the extended period, the Corporation shall resume the Said Land making payment to the Allottee after deducting a portion of the consideration amount of allotment without any interest and on realization of outstanding dues, if any, and this Agreement shall be terminated without prejudice to any right of the Corporation. Further, 30 days time will be given to the Allottee to remove the structure, if any, on the said land failing which the Corporation will take over the said land along with structure on it completely free from all encumbrances and for which the Allottee will have no claim.

(iv) The Allottee may, with previous consent of the Corporation, mortgage, charge in favour of any Bank, Life Insurance Corporation of India and Central/State Government or Financial Institution his interest under this Agreement and the structures constructed on the Said Land and the plants, machineries, equipments installed therein. For such consent/permission for creating mortgage/charge, the proposal by the Allottee shall be considered only after receipt of dues if any, and shall be issued, if considered suitable, as per norms of this Corporation and directions of the Dept. of Commerce & Industries, Govt. of West Bengal.

In the event of mortgagee exercising any of its rights in respect of the said land, such mortgagee would be required to give prior written notice of 90 days to the Corporation and such mortgagee shall exercise such rights in terms of the Consent/Permission/NOC issued by the Corporation.

(v) Without prejudice to the Corporation's right to terminate the Agreement in case of default in payment to the Corporation's dues by the Allottee within the stipulated period, the Allottee shall be liable to pay interest at the rate as determined by the Corporation time to time from the due date to the actual date of payment.

(vi) In case the Allottee uses or attempts to use Said Land and/or structures thereon or any portion thereof without the consent in writing of the Corporation for any purpose other than setting up an industrial unit for '.....'; it shall be lawful for the Corporation after giving 60 days notice in writing to the Allottee to be sent by registered post with acknowledgement due at the latest address of the Allottee as per available record to re-enter upon the Said Land and premises or any part thereof in the name of the whole and thereupon this Agreement shall cease and stand terminated, without prejudice to any other rights of the Corporation.

(vii) In case the Allottee fails or neglects to pay/reimburse rent, the yearly Maintenance/Service Charges, and/or interest due thereon the yearly rent/land revenue, cess hereby reserved or any part thereof and allow the same to fall in arrear, the Corporation shall, in addition to its rights and authorities to terminate the grant under these presents as also under the law, be at

liberty to realize the same as arrear of land revenue/public demand under the provisions of WBIIDC Act, 1974 and/or Bengal Public Demand Recovery Act, 1913; without prejudice to any other rights of the Corporation.

- (viii) In case the Allottee fails to pay the Yearly/Quarterly Maintenance/ Service Charges, Land Revenue, Cess and / or other impositions and / or other charges and / or interest due thereon payable in terms of these presents and / or otherwise payable or any part thereof within the fixed and stipulated time for the payment thereof, whether legally demanded or not, or if any covenant on the Allottee's part herein contained shall not be performed and observed or if the Allottee shall become bankrupt or if winding up order is made against the Allottee or a Receiver is appointed over its assets, it shall be lawful for the Corporation after giving thirty days' notice in writing to the Allottee to be sent by registered post with acknowledgement due at the latest address of the Allottee as per available record to re-enter upon the said Premises or any part thereof in the name of the whole and thereupon this Agreement shall stand terminated, without prejudice to any other rights of the Corporation.
- (ix) If the Corporation fails to execute the lease in relation to the Said Land due to circumstances beyond its control, it will have the option to terminate this Agreement and refund back the entire amount of premium received from the Allottee. The Allottee may also remove structures, constructions, fencing etc. without causing any damage to the Said Land. Provided that the Corporation shall not execute any such conveyance deed until it is paid the consideration money mentioned herein.
- (x) The premium paid by the Allottee is charged on a provisional basis in as much as actual cost of the Said Land could not be calculated. The Corporation will be at liberty to recover the balance amount even after payment mentioned hereinabove is made, and the Allottee undertakes to pay the same within 30 days from the date when final cost is notified to the Allottee. In case of delay, the Allottee will have to pay interest at the rate as determined by the Corporation time to time for the additional amount for the period of delay.
- (xi) The Allottee has the right to surrender the Said Land in favour of the Corporation due to any reason. Upon such surrender of the said land by the Allottee and after receiving possession of the Said Land by the Corporation, the Corporation shall refund the Lease Premium to the Allottee without interest after deducting, a portion of Lease Premium paid, as per norms of the Corporation and realization of outstanding dues of the Corporation, if any, towards User's Charges, Lease Rent and other charges, if any, and without prejudice to any other right or rights of the Corporation. In addition to the above, any damage causing loss of the allotted land/space is made; the Corporation will be at liberty to realize the said loss on adjustment from the refundable amount in all the cases.
- (xii) The Allottee will as soon as gets insured the building, structures built in the allotted land by any Insurance Company having office in Kolkata, shall insure in the joint names that includes this Corporation. The Allottee shall produce, when requested, the relevant papers of such insurance and copies of payment receipts of premium last paid.



(xiii) The Corporation can terminate these presents i.e. this “Agreement to Lease”, if the Allottee fails to pay any dues to the Corporation in due time, or any of the covenants herein contained are not complied with by the Allottee or any breach of terms occur at the end/instance of the Allottee, the Corporation can cause the Allottee evicted from the said allotted land in accordance with the provisions of the West Bengal Government Premises (Tenancy Regulation) Act, 1976 or under West Bengal Public Land (Eviction of Unauthorised Occupants) Act, 1962 or under any other law for the time being in force, without prejudice to any other right(s) and / or remedies that may be available to the Corporation.

(xiv) Any notice required to be given to the Allottee hereunder may be served on the Allottee by sending the same through the Registered Post with Acknowledgement Due addressed to the Allottee at the last known address recorded with the Corporation and shall be deemed to have been duly served on the Allottee at the time at which such registered letter would in the ordinary course be delivered to the addressee.

(xv) Any dispute pertaining to this agreement and issues relating to allotment of land that requires judicial settlement, shall be sole and exclusive jurisdiction of competent courts in Kolkata only.

**THE SCHEDULE ‘A’ ABOVE REFERRED TO:**

**ALL THAT** piece and parcel of land situated at **Mouza:** ....., **JL. No.** ....., **Sheet No.** ... under **P.S.** ....., **Dist.** ..... containing an area of more or less ..... acres comprised of lay out plot no. ‘.....’ according to the Master Plan of ..... Industrial Growth Centre of the Corporation (WBIIDC), as shown in the map annexed hereto.

**Butted and Bounded on the**

**North by** : .....

**South by** : .....

**East by** : .....

**West by** : .....

**THE SCHEDULE 'B' ABOVE REFERRED TO:**

(Particulars of Annual Lease Rent to be paid)

‘Annual Rent’ for a land measuring ..... acres allotted in the year 2015 is calculated below:

\*(In Case of land **below 5 acres**)

<b>Sl. No.</b>	<b>Rate</b>	<b>Time Period</b>
i.	Rs. 1000.00 per acre per year	Year 2012 to Year 2041
ii.	Rs. 1500.00 per acre per year	Year 2042 to Year 2071
iii.	Rs. 2000.00 per acre per year	Year 2072 to Year 2101
iv.	Rs. 3000.00 per acre per year	Year 2102 to Year 2110

**OR**

\*(In Case of **5 acres < Land Size < 25 acres**)

‘Lease Rent’ for a land size of ..... acres allotted in the year 2015 is calculated below:

<b>Period</b>	<b>Annual LR per yr per acre</b>	<b>Annual LR for ... acres of land</b>	<b>Years</b>
1 <sup>st</sup> -10 <sup>th</sup> yr	1000	..... x 1000 = ...../-	2015-2024
11 <sup>th</sup> -20 <sup>th</sup> yr	1100	..... x 1100 = ...../-	2025-2034
21 <sup>st</sup> -30 <sup>th</sup> yr	1210	..... x 1210 = ...../-	2035-2044
31 <sup>st</sup> -40 <sup>th</sup> yr	2000	.....x 2000 = ...../-	2045-2054
41 <sup>st</sup> -50 <sup>th</sup> yr	2200	.....x 2200 = ...../-	2055-2064
51 <sup>st</sup> -60 <sup>th</sup> yr	2420	.....x 2420 = ...../-	2065-2074
61 <sup>st</sup> -70 <sup>th</sup> yr	4000	...x 4000 = ...../-	2075-2084
71 <sup>st</sup> -80 <sup>th</sup> yr	4400	...x 4400 = ...../-	2085-2094
81 <sup>st</sup> -90 <sup>th</sup> yr	4840	...x 4840 = ...../-	2095-2104
91 <sup>st</sup> -99 <sup>th</sup> yr	6000	...x 6000 = ...../-	2105-2114

OR

\*(In Case of **Land Size above 25 acres**)

'Lease Rent' for a land size of ..... acres allotted in the year 2015 is calculated below:

Period	Annual LR per yr per acre	Annual LR for ... acres of land	Years
1 <sup>st</sup> -10 <sup>th</sup> yr	1000	..... x 1000 = ...../-	2015-2024
11 <sup>th</sup> -20 <sup>th</sup> yr	1200	..... x 1200 = ...../-	2025-2034
21 <sup>st</sup> -30 <sup>th</sup> yr	1440	..... x 1440 = ...../-	2035-2044
31 <sup>st</sup> -40 <sup>th</sup> yr	4000	..... x 4000 = ...../-	2045-2054
41 <sup>st</sup> -50 <sup>th</sup> yr	4800	..... x 4800 = ...../-	2055-2064
51 <sup>st</sup> -60 <sup>th</sup> yr	5760	..... x 5760 = ...../-	2065-2074
61 <sup>st</sup> -70 <sup>th</sup> yr	8000	..... x 8000 = ...../-	2075-2084
71 <sup>st</sup> -80 <sup>th</sup> yr	9600	..... x 9600 = ...../-	2085-2094
81 <sup>st</sup> -90 <sup>th</sup> yr	11520	..... x 11520 = ...../-	2095-2104
91 <sup>st</sup> -99 <sup>th</sup> yr	12000	..... x 12000 = ...../-	2105-2214

IN WITNESS WHEREOF the Corporation and the Allottee have executed these presents the day month and year first above written.

SIGNED AND DELIVERED on behalf of the  
West Bengal Industrial Infrastructure  
Development Corporation by it's Secretary .....  
at Kolkata  
in the presence of :

1. ....

THE SEAL OF THE Allottee has hereto been  
Affixed and these presents have been signed  
by .....  
Director/Authorised Officer vide Board Resolution dated .....

In presence of

2. ....