



IT PARKS OPERATIONAL AND ONLINE SPACE BOOKING MANUAL



2021

**West Bengal Electronics Industry Development Corporation Limited
(WBEIDCL)**



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2. Document Control

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3. Abbreviation

GoWB	Government of West Bengal
DIT&E	Department of Information Technology & Electronics
WBEIDCL	West Bengal Electronics Industry Development Corporation Limited
ID&M	Infrastructure Development and Maintenance Department under WBEIDCL
RMC	Realty Management Cell
EMD	Earnest Money Deposit
SD	Security Deposit

4. Executive summary

WBEIDCLtd. (Webel) under the aegis of Department of Information Technology and Electronics, Govt. of West Bengal has built set up for Electronics / IT/ITeS industries from time to time in West Bengal to realize the vision of State Govt. to develop Electronics and IT and ITeS ecosystem across the State and generate employment across districts.

The purpose of this manual is to describe the IT Park facilities, rates, application procedures, agreements and starting operation in IT Parks, rent and service charge, exit formalities, role of IT Park in charge etc. The objectives are:

- Briefing the overall facilities in each IT Park
- Documenting the application process in each IT Parks
- Roles and responsibilities of realty management team of Webel for billing, collection from IT Park entrepreneurs
- General terms and conditions of space booking
- Brief about maintenance of IT Parks
- Roles and responsibilities of IT Park In-Charge
- Responsibilities of IT Park occupants
- Overall activities of Entrepreneur Service Cell

BUILDINGS for Electronics and IT industries / IT PARKS- Presently operational and to be operational shortly

Buildings across the State

- Taratala Industrial Estate
- Human Resource Development Center (HRDC), Taratala
- SDF Building
- STP-II Building
- Salt Lake Incubation Centre
- Webel Bhaban
- Monibhandar, Sector V
- WECS Building, Sector V
- WEOL Building, Sector V

IT Parks across the State

- Asansol
- Bolpur
- Barjora
- BN-4
- BN-9
- Durgapur Ph-I
- Durgapur Ph-II
- Howrah
- Haldia
- Kalyani Ph-I
- Kalyani Ph-II
- Kharagpur

- Krishnanagar
- Kalimpong (rented premises)
- Malda
- Purulia
- Rajarhat Ph-I
- Rajarhat Ph-II
- Siliguri Ph-I
- Siliguri Ph-II
- Siliguri Ph-III
- Taratala

Major amenities in the IT Parks

Following are the overall amenities present at the IT Parks;

- ➔ 24X7 gated security
- ➔ Free car parking (1st come 1st serve basis)
- ➔ 100% power backup (DG support is present in all the IT Parks)
- ➔ Landscaped environment
- ➔ CCTV surveillance
- ➔ Drinking water supply
- ➔ Provision for internet service
- ➔ Modern firefighting system

5. Basic Facilities of IT Parks and other buildings

There are multiple facilities in the IT Parks, such as; Bare retail/Commercial Space, AC Plug & Play, AC without Plug & Play, Non-AC without Plug & Play. The brief about these facilities are given below;

1. ***Bare Retail/Commercial Space:*** this facility refers to the commercial module with/without flooring and wall putty and without any modular furniture, false ceiling, AC, wiring, light fitting, painting etc. (at BN-4 and BN-9 with flooring and wall putty but without modular furniture, false ceiling, AC at Rajarhat Ph-II)
2. ***AC with Plug & Play:*** This facility includes office modules (Workstations and Executive Cubicle/s) with AC, modular furniture, internal painting, false ceiling, flooring, wiring, light fitting, wall putty.
3. ***AC without Plug & Play:*** This facility includes office modules without module painting, false ceiling, modular furniture but with AC, flooring, putty & wiring.

(Note: AC without plug and play modules may also include office space with false ceiling, AC, flooring, putty & wiring and without module painting, modular furniture)

4. ***NON-AC without Plug & Play:*** This facility includes office modules without module painting, false ceiling, modular furniture and AC but with flooring, putty & wiring.
5. ***TRAINING ROOM*** - Fully furnished A.C room available on hourly basis at Webel IT Parks for Meetings/ Trainings/Workshops/Field meetings/ Teaching.

Other facilities are also available such as:

- I. Projector
- II. Internet facility

III. Comfortable chairs

IV. White Board

6. **CONFERENCE HALL:** A conference Hall/room is a dedicated space for events such as business conference calls and meetings.

Other facilities are also available such as:

I. Projector

II. Internet facility

III. Comfortable chairs

IV. Audio or video conferencing equipment (optional)

V. White Board

7. **AUDITORIUM:** Any cultural program may take place *on hiring basis. Any other office event can take place in the Auditorium.*

8. **Cafeteria**

There is Cafeteria facility, operational in some of the IT Parks. The entrepreneur must provide food license, trade license in order to run the cafeteria. In case the entrepreneur willing to cook inside the cafeteria, must provide NOC from Fire Department. The licenses and the required NOCs are to be self-arranged by the entrepreneur.

9. **Co-working Space**

Co-working Space is an AC Plug & Play set up for sharing use having all-inclusive facilities where the prospective user may start their operation with their laptop only.

There are two types of Co-working Space available. One is Cubicle Space inside which few seats are arranged, and another is Non-Cubicle seats which are arranged outside the cubicle of Co-working Space.

Booking of Co-working Space

The rate for Co-working Space is charged per seat basis including AC modular facility, seating arrangement, electricity charges, internet bandwidth, printing charges (paper to be arranged by the prospective entrepreneurs)

It is to be noted that a prospective entrepreneur should book Co-working Space (by providing necessary document), as per the payment terms as mentioned in the General Terms and Conditions.

For renewal of booking, prior intimation to be given for further necessary action.

For additional hour of booking beyond 12 hours, the same to be notified to the authority for extension of hour/s. The payment for the same to be made accordingly.

In case of less than 60 days agreement, the entire rental amount to be made in advance.

Facilities for Co-working Space

- ➔ Provision of printer will be there in the Co-working Space to print A3, A4 and legal pages.
- ➔ There will be secured printing facility. No customer will be able to access the printout of other customers. It will be done through RFID based card issued to individual/company rented at co-working space. The no. of pages printed (black & white and colour print) will be monitored systematically through the RFID based credentials of the occupant
- ➔ Printing pages must be arranged by user and get it printed from the printer available at said co working venue.
- ➔ There will be provision of video conferencing facility on extra cost.
- ➔ Facility for biometric entry to the main gate of the Co-working Space will be there. The bio metric entry can also be customizable as per requirement at the entrance of cubicle Co-working Spaces at additional cost.
- ➔ There will be an application for co working applicant with facility of login by which any occupant can raise service tickets in case of any technical issue in operating the Co-working Space. The issue will be thoroughly checked by the IT team or concerned technical team and resolved.
- ➔ Internet connectivity will be provided for Co-working Space
- ➔ It is to be noted that the Co-working Space rate will be for 12 hours/ per day / per seat which will be additionally charged in case the co working occupant wants to extend the operation time beyond 12 hours.

6. Payment terms – AC P&P/ AC Non-P&P/ Non-ACNon-P&P/ IT support- Commercial / co working/

Rental rates:

Presently rental rates of all of our establishment excepting at two nos. set up (WECS premises and WEOL Building) are based on carpet area of the space occupied by the entrepreneurs exclusively for their own use.

Service charges:

Service charges/ common area maintenance charges are also based on the carpet area of the space occupied for the purpose of common area maintenance

EMD (advance rent) – Advance rent for one month/ three month in accordance to initial agreement period as per statement as furnished here in below. EMD to be adjusted with 1st month/ 1st three months' rent

SD- SD amount will be fixed in accordance to initial agreement as per statement. SD amount will be refunded back after surrendering the vacant modules. The SD amount will be adjusted with the outstanding rental etc. amount, if any while surrendering the space and the cost of damages done, if any found during the process of surrendering the space.

EMD and SD amount

Tenancy Period (rental agreement)	EMD (1 month's rent + service charge) (excluding of GST)	Security Deposit (1 month's rent excluding of GST)
11 months	1 month	1 month
36 months	3 months	3 months
60 months	5 months	5 months
More than 5 years	6 months	Total tenure in months/12
For 12 years and more	6 months	12 months

Rent & Service Charge

Monthly bill against rent and service charges will be raised with in 7th day of the instant month and payment to be made by the allottee with in 10th day of the respective month.

In case of non-receipt of monthly invoice (rent + service charge, electricity bill and others as applicable) by the occupant for any unforeseen reason, allottee/occupant is liable to pay the said invoice amount (monthly amount) for that period, as per stipulation.

Electricity Billing

Monthly Electricity/ DG reimbursement bill will be raised against the electricity consumption by the allottee

Property tax/ any other municipal tax

As per actual to be paid either directly to the local municipal authority or incase the same is paid by WBEIDC, necessary reimbursement will be made by the occupant as per actual

Billing through ERP

Rental Bill/ Service charge Bill

- Monthly billing is done through ERP based on allotment
- Electricity/ DG Reimbursement billing is also done through ERP

Based on consumed unit and applicable rate as obtained from IDM maintenance, billing is processed. The billing on water charges as applicable may also be added.

Payment against bill raised

1. As per the term & Conditions of the rental agreement executed between WBEIDC Ltd & the respective entrepreneur, the entrepreneur must pay the rental and other charges in advance within the 10 (days) from the date of invoice is generated.
2. The invoices which are raised (rental, reimbursement of electricity & DG and others) as mentioned above has been sent to the customer either by concern RMC personnel or the IT Park in-charge of respective IT Park.
3. Entrepreneur has requested to pay the amount to their unique VANID which is mentioned in the invoices. Entrepreneur can also pay their payment by NEFT/RTGS/ Cheque or Demand Draft.
4. After receiving/checking the information from the bank account statements, each payment made by the entrepreneur against the raised invoices entered in the ERP system. As a result, the exacts, outstanding amount against the property occupied by the respective entrepreneur is find out.

Mode of payment:

Every time the Payment details to be submitted to the local IT Park In-charge immediately after the payment is made.

Electricity charges:

The allottee at the following premises must apply to the WBSEDCL directly for power supply for the allotted space on producing NOC to be taken from Webel against application – The electricity bill will be directly raised by WBSEDCL.:-

- SDF Building, Sector V
- STPII Building, sector V

The Bulk power (11 kV) has already taken by Webel at different premises other than above two premises and stepped down to 415V to cater to the respective office module with **dual metering system**. The power supply will be provided as soon as possession is given, and necessary meter reading will be taken jointly during possession.

Webel do not generate any electricity bill. The Electricity bill as generated by DISCOM authority is reimbursed from the respective entrepreneur based on their Carpet area & Electricity consumed by them. Webel is only issuing the reimbursement bill.

In each floor panel there is a separate metering arrangement for individual module. Energy consumed in the common areas and common services are paid by Webel. Now for calculating the electricity bill following procedures are adopted: -

Total cost of Electricity for an entrepreneur (A) = Fixed Demand Charge (B) + Energy Consumption Charge (C)

Now, Fixed Demand charge (B) is calculated based on the proportionate carpet area occupied by an Entrepreneur.

Fixed Demand charge (B) = $\{384 \times (\text{Total Demand load} - \text{Common area demand load}) \times \text{Carpet Area of Particular Module}\} / \text{Total Carpet area of all modules}$.

Energy Consumption Charge (C) = $\{(\text{Total bill value} - \text{Fixed demand charges}) / \text{Total unit (as per bill)}\} \times \text{Actual unit consumed by the entrepreneurs}$.

DG Bill reimbursement method: -

In every floor panel there is a dual metering system namely Normal AC supply & DG supply. Every entrepreneur is charged based on the power consumed by them during DG running condition. Total Oil consumption by DG set during the month is recorded and cost of the same is derived based on the actual Diesel rate. Now Total DG unit as per the actual meter reading in different panel is noted. Rate of DG per unit is derived based on the following.

Let, Total Consumption of Oil: X Litre; Rate: Rs. Y; Total Cost of Oil: Rs. XY

Let Total consumption by different entrepreneur (As per actual meter reading) = Z unit

Per Unit DG cost = Rs. XY/Z

7. Allotment of Built-up Space

The allotment of Built up space is made on fixed price and on 1st come 1st serve basis. The rates are reviewed by WBEIDC Ltd. from time to time and the revision based on price index etc., if any is applicable for all tenants.

It is to be noted that, companies working in IT, ITeS and Electronics domain and companies running their operations in IT support services will be eligible to apply for office space in IT Parks. The limited space is to be provided to the IT support companies as per the stipulation. The space to be allotted to the selected occupant after screening of application along with supporting documents by the competent authority and subsequent approval of the competent authority. The company working in retail section may also apply where such provision for retail sector is kept.

The allotment will be given on rental basis for renewable 11 months/ 36 months as would be preferred by the allottee. In some special cases the rental agreement may be executed for more than 36 months. The renewal of the module/sis/ are considered at the discretion of the WBEIDC authority.

The built-up space booking is made both through offline and online. The built-up space bookings for the following IT Parks are made online: -

Online space booking of the IT Parks across the state:

- Asansol
- Barjora
- Bolpur
- BN-4
- BN-9
- Durgapur Ph - I
- Durgapur Ph-II
- Haldia
- Howrah
- Kalyani Ph-I
- Kalyani Ph-II
- Kalimpong (rented premises) (offline only)
- Kharagpur
- Krishnagar
- Malda
- Purulia
- Rajarhat Ph-I
- Rajarhat Ph-II
- Siliguri Ph-I
- Siliguri Ph-II
- Siliguri Ph-III
- Taratala

The same space booking of other Buildings is made offline. Necessary development works for present offline system to online system is in progress.

Offline space booking for following Webel Infrastructures: (Fixed Price and first cum first serve basis)

- SDF Building, Sector – V

- STP – II Building, Salt Lake, Sector – V
- WECS Building, Salt Lake, Sector – V
- WEOL Building, Salt Lake, Sector – V
- Salt Lake Incubation Center, Sector – V
- Webel Bhaban
- Monibhandar
- Human Resource Development Center, Taratala Webel Complex
- Taratala Industrial Estate, Taratala Webel Complex

The allotment of built-up space in some buildings at Salt Lake Sector-V (SDF, Salt Lake incubation, Monibhandar, STP-II building, Webel Bhavan, WECS building and WEOL building) and at Taratala (HRDC Building and Taratala Industrial Complex) is done by getting the application in offline mode from the interested customer.

The offline allotment process is given below:

- i) The availability of the space is displayed in the Webel portal. The prospective entrepreneur will apply for the space with necessary documents (hard copies) to the RMC cell of Webel.
- ii) Depending on the availability of the office modules the applied space may be allotted.
- iii) The application and the documents will be processed by RMC (Realty Management Cell) and Legal Dept. Subsequently the competent authority will approve the allotment proposal on recommendation of allotment committee.
- iv) After getting the approval from the competent authority, RMC Dept. Informed the applicant regarding the approval and asking them to submit the EMD (one month advance rent) and SD amount (refer to general terms and condition section for details) along with the letter of Acceptance (LOA) and also requesting them to submit the requisite papers for execution of rental agreement.
- v) After receiving all these, the Final allotment letter is issued in favour of the entrepreneur for the respective module.

Online space booking system for IT Parks (Fixed Price and first cum first serve basis)

Information on availability of space in IT Parks is provided in Webel's website. The detailed process and guideline are provided in **section no. 11** of the document. The outline of the process is given below;

- Applicant needs to apply/ select online the desired IT Park and module type and module number, through <https://rmc.webel-india.com>. The details regarding module area, rental rate, service charge rate, total monthly rent is displayed in the website.
- Applicant is required to enter few basic information and required documents need to be submitted/ uploaded.
- Initially Earnest Money Deposit (EMD) must be paid. The provisional allotment will be issued online once the EMD is paid
- The documents will be reviewed by RMC (Realty Management Cell) and Legal Dept. Subsequently the competent authority will approve the allotment proposal on recommendation of allotment committee.
- Once approved, the final allotment letter is issued to the allottee on submission of Security deposit and followed by execution of an agreement. Before issuing Final allotment, one letter/ mail will be issued for submitting the SD

EMD calculation method – Carpet area X (Rental rate + Service Charge rate) (Excluding 18% GST) (refer to Terms and Conditions). EMD is adjustable as per terms and conditions.

SD calculation method – Carpet area X Rental rate (Excluding Service Charge and 18% GST) (refer to Terms and Conditions). SD is refundable as per terms and conditions.

Documents to be submitted for built-up space application

	Being Placed/ uploaded for Approval	
SL No.	For Non- Startup	For Start up
1	Trade license (Mandatory)	Trade license/ declaration to be submitted that trade license copy will be submitted within 6 months from the date of final allotment.
2	Active bank account details along with a cancel Cheque	Active bank account details along with a cancel Cheque
3	TAN No. (if applicable)	NA
4	Profile of the company/firm/ organization stating the investment, projected manpower, activities to be carried out & date of establishment of the organization	Profile of the company/firm/organization stating the investment, projected manpower, activities to be carried out & date of establishment of the organization.
5	PAN ID of the company company/firm/organization/ Institution and the Director/s (Mandatory)	PAN ID of the Proprietor/ Partners (Mandatory) PAN ID of the Company /firm/organization (If applicable)
6	Aadhaar card of the Director/s (with mobile number) (Mandatory)	Aadhaar card of the Proprietor/ Partners (with mobile number) (Mandatory)
7	Memorandum & Articles of Association (for company applicant)/ Partnership deed (for partnership firm)	All documents should be deposited as & when change of the venture's character.
N.B	All copies of documents furnished must be self-attested	All copies of documents furnished must be self-attested

Forfeiture of EMD and SD

➔ SD will be forfeited if prospective entrepreneur does not take possession within 10 days of issuance of final allotment letter.

- ➔ EMD amount will be forfeited in case the prospective entrepreneur does not submit the SD amount after getting provisional allotment within 10 days' time from the date of receiving the intimation for depositing SD money. On exceptional situation the said time may be extended against the specific prayer.

Handing Over of Allotted Space

- The allottee will take over the possession from the local in-charge showing the Final allotment letter as issued by RMC cell in favour of the respective allottee within 10 days' time from the issue of Final allotment letter. A handover statement will be signed by both allottee and the local in-charge of respective IT Park/ Building.
- The inventory of the materials/ furniture/ Electrical fixtures, if any as fitted and the room status etc. will be signed jointly and the copy of the will be handed over to them.
- Electricity meter reading (excepting SDF and STPII) of dual meter of respective module will jointly be recorded and to be signed. The copy of the same will be handed over to allottee.
- In case, the allottee will not take over of the possession within 10 days' time without any information/ prayer, the EMD and SD will be forfeited. In case, the allottee cannot take over the possession within specified time for any medical reason or any unforeseen reason, the special time may be allowed against their prayer and if found reasonable by the competent authority.

Fit out Time

Rent free fit out time will be given for the following facilities:

AC with Plug & Play – 15 days from the date of possession

Non-Plug & Play / commercial/ bare module – 45 days from the date of possession

Co Working space – No fit-out time

Cafeteria- No fit-out time (furnished cafeteria)

Cancellation of the application for the modules (for all type of facility including co-working and commercial)

The applicant may cancel their applied module at any time, before taking the possession, through proper official communication (either through hard copy or e-mail). The EMD/SD amount may be forfeited, in case of absence of any valid reason.

Execution of Rental/ Leave & License Agreement

- ➔ On receipt of the non-judicial stamp papers and legal dummy papers Rent/Leave & License Agreement is executed with the occupant.
- ➔ One copy of the agreement will be handed over to the occupant and another copy will be retained by RMC.

Renewal of the Rental/ Leave & License Agreement:

- ➔ RMC will send an intimation mail asking for renewal of their rental agreement to the entrepreneur/occupant for each module for every IT Park (wherever applicable).

- Customers must send their consent regarding renewal of their rental agreement along with non-judicial stamp paper and legal dummy paper to IT Park in-charge or head office (RMC).

Process of Agreement Execution:

- 2 nos. non-judicial stamp paper
- 2 copies Photograph of the Proprietor/ Partner/ Head of the Institution
- 30 nos. dummy paper (legal size) to be submitted to RMC for agreement execution.

Upon execution of agreement, RMC Dept. enter the details of the agreement in the ERP system to maintain Agreement Card.

The RMC Cell provides for the allotment of modules or space to various entrepreneurs across all our IT Parks on a leave and license and Rental mode. Hence agreement execution between such entrepreneurs and WBEIDC is mandatorily followed. In Order to comply with the above, the following steps are followed:

- For every new entrepreneur, before starting their operation agreement must be executed and duly signed by them and WBEIDC Officials on the counterpart. Accordingly stamp papers are submitted either in the name of WBEIDC or in the name of the Entrepreneur by them respectively.
- The agreement is accordingly drafted, printed in a pre-defined format duly vetted by the Legal Cell of WBEIDC LTD, and sent to the respective Entrepreneurs for their sign off process through the local in-charges. After prospective entrepreneur signing is completed, the same is sent to RMC cell for final execution.
- Competent Authority signs as the WBEIDC's Witness counterpart, and thereafter the same are handed over to designated official for necessary updation in the ERP System.
- HOD (RMC) signs off finally and the agreement is ready for final dispatch. The customer copy of agreement is dispatched, while the office copy of agreement is kept in the respective customer file.
- Usually the rental Agreements executed are for a tenure of 11 months, 36 months, 60 months/ more than 60 months (as prayed). Once the tenure finishes, intimation regarding the expiry of agreement is sent through system generated email respectively. A copy of such reminder is kept in the respective customer file for future reference required, if any. Accordingly, the stamp papers for such renewal cases are sent by the customers through the local in-charges for further execution.
- The rental agreement is drafted, printed in the pre-defined format, duly vetted by the Legal Cell of WBEIDC LTD, and sent to the respective Entrepreneurs for their sign off process through the local in-charges.
- Once the sign off process from customer end is completed, HOD (RMC) signs off finally and the agreement is ready for final dispatch. The customer copy of agreement is dispatched, while the office copy of agreement is kept in the respective customer file. The same is updated in the ERP system for future reference and onward Audit Process

Module Surrender Proposal:

The occupants may surrender their occupied modules of the respective IT Park with a prior intimation of 30 days (notice period) for 11 months rental agreement to either IT Park in-charge or RMC. For 36 months and 60 months agreement the notice period will be 3 months and 5 months respectively.

1. Rental and electricity invoice to be raised till the said notice period.
2. If the possession of the said module is not handed over to WBEIDC by the occupant on or before the specified notice period, the rental and other bill will be continued.

Accepting of Surrender Proposal

- Rent/Leave & License Agreement terminated by surrender of space by the occupant maintaining 1-month notice period.

Eviction of the occupant:

- Eviction of the occupant by the WBEIDC authority will be carried out in consultation with the Legal Dept. for violation of the any terms of agreement.
- RMC Cell will take a decision in the matter with the concurrence of the Legal Department, if necessary, under the approval of the competent authority.

Procedure for materials/ goods to be taken out:

Before taking back the materials/ goods from the module/s a written application must be deposited to IT Park In-Charge and competent authority. After getting approval from the competent authority the materials/ goods can be taken back from the module/s, any official working day and time only. **No materials/ goods would be taken back on official and Govt. holiday.**

8. Responsibilities of Occupants/ Entrepreneur/s

The occupants/entrepreneurs in the IT Parks will have the following responsibilities;

(All entrepreneurs must abide by the rules and regulations and terms of the agreement.)

- ➔ The occupants must ensure that they are not doing any unauthorized activities inside the premises and modules of IT Parks.
- ➔ Any illegal activities inside IT Park needs to be reported to the authority immediately.
- ➔ The hand-over of modules and exit formalities, as specified, must be followed by each occupant
- ➔ Occupants in the IT Park must help in maintaining the professional environment in the IT Park
- ➔ In case of any issue faced by occupant, it is primarily to be informed to IT Park in charge.
- ➔ Avoiding IT Park In-Charge, no complaint/ grievance would be addressed.
- ➔ Closing/ suspension or resume of the business process, must be informed to the IT Park In-Charge, well-in-advance.
- ➔ All occupants must maintain close relation/ liaising with the concern IT Park In-Charge
- ➔ Occupants will use the premises for their stated business purposes only; will not conduct any other business in or from their premises; will obey all laws, ordinances, and health regulations; and will do nothing that may injure the reputation or condition of the building or its owner.
- ➔ Occupants will not do anything or keep anything in or about the premises that in any way will increase the risk of fire or that may conflict with fire or insurance regulations
- ➔ Occupants shall respect the rights of all other Occupants/occupants of the building/ complex to peace
- ➔ and quiet and will not disturb any of them unreasonably by shouting or other loud use of his or her voice, with noise, music, radios and televisions, odor, or in any other way. All
- ➔ abusive, disorderly, violent, or harassing conduct by an occupant, including but not limited to abusive and/or foul language, sexually explicit comments toward Occupants, occupants, or management is prohibited and is grounds for immediate termination of tenancy. Likewise, vandalism of any kind by an occupant on or to in-charge's property is prohibited.
- ➔ Occupants are responsible for the behavior of all their guests, visitors, and invitees.
- ➔ Occupants are responsible to pay for any damages or clean-up resulting from the conduct of their guests, visitors, and invitees.
- ➔ Except for controls in Occupants' premises, intended for Occupants' use, Occupants will not
- ➔ operate any other controls relating to the building's utility services without the expressed, written, prior approval of Landlord. This includes but is not limited to heating and air-conditioning, water and sewer, gas, electric (including lighting), elevators, laundry, or other equipment, and Occupants will not enter the boiler/furnace room.
- ➔ Occupants will not obstruct entrances, public areas, hallways or other corridors, stairs, exits, elevators, lobbies, driveways, parking areas, walks, or fire escapes.
- ➔ Occupants will not drill holes or fasten any article on any part of the premises, or damage or deface the same. Pictures may be hung, provided that only small size "a" type "Bulldog" type hangers or push pins are used. Use of tape, glue, or adhesive of any kind is not permitted. Nothing, including clothes, towels, pictures, or any other item, shall be hung from ceilings, pipes, sprinklers, or any fixtures of the premises.

- ➔ Occupants will keep/store any personal property only in their premises or in such space
- ➔ Smoking is not permitted at any time in the building, including entrances, driveways and other sections
- ➔ Maintenance requests shall be submitted in writing to IT Park in-charge

The escalation matrix to be followed by occupant in case of any issue;

- i) IT Park in-charge- Primary level
- ii) ESC team- secondary level
- iii) RMC & IDM (Project) team- 3rd level
- iv) HOD – 4th level

9. Responsibilities of RMC

Following are the brief roles and responsibilities of Weibel's Realty Management Cell.

1. Informing prospective occupants about the availability of space in the RMC websites and the commercial terms & conditions.
2. Interaction with the prospective occupants
3. Receiving application for space (offline or online)
4. Allotment of space
5. Execution of the Rental/Leave & Licence Agreement
6. Accounting of invoices/debit notes
7. Monitoring and follow-up of collection
8. Inspection of plots allotted to the occupiers
9. Issuance of NOC and permission
10. Holding meeting of the RMC Committee.
11. Preparation of MIS regarding occupancy in IT Parks
12. Preparation of revenue budget for IT Parks

10. Roles and responsibilities of IT Park In-Charge

IT Park In-charges will be responsible for space hand over, surrender formalities, overall monitoring, management and maintenance related issues. They will report to both HOD of IDM maintenance, HOD RMC & IDM (P) according to the assigned work.

Following are the overall responsibilities of IT Park in charge;

1. Monitor and supervise the day-to-day operations and maintenance of the IT Park
2. Monitor and supervise the IT/ITeS companies operating in the IT parks and follow up for timely payments.
3. Facilitate in administrative and land related matters (Trade License, Mutation, lease deed) pertaining to the IT Parks.
4. Identify opportunities for additional revenue generation from land and space at the IT parks.
5. Prepare a monthly status report capturing IT/ITeS and ESDM related activities at the district level including the following: -
 - a. Occupancy and employment pertaining to companies in IT Park
 - b. Detailed income-expenditure statement of the IT Park
 - c. Employment generation
 - d. Feedback from companies in the IT parks
 - e. Investments and potential investment opportunities in IT/ITeS/ESDM
 - f. Skill Development Programme in IT/ITeS/ESDM
 - g. Awareness and Promotional events related to IT/ITeS/ESDM.

6. In charge will be supposed to assist Webel in terms of facilitating business opportunities in districts through communication with district authorities.

Following are the brief steps of the process of module take back by IT Park in charge;

- ➔ The Module Surrender Letter with necessary comments of the RMC Dept. would be available with the concern IT Park in advance.
 - ➔ In charge to open the respective file and ensure that all monetary matter (Rent/ Electricity/Etc. if any) is cleared and in charge to communicate with RMC's concern person instantly.
 - ➔ Look into surrendered letter of the entrepreneur for maintaining necessary 'Notice Period'
 - ➔ Tally the 'Inventory ' which had prepared earlier with the present situation of the module. (By the IT Park In-charge himself)
 - ➔ 'Module Taken Back' format should be signed with the respective both the parties in presence of a witness. Current reading of the module's electrical meter (Dual Meter) would be taken in presence of the entrepreneur and it must be written in the format. (Method of meter reading (Dual Meter) and power reimbursement billing method must be discussed with the entrepreneur.
7. Provide support and supervise the development and promotion of IT/ITeS/ESDM at the district level with implementation support from WBEIDC, and liaison with district level authorities such as DM, etc.
 8. Provide support and supervise the conduct of district level events/competitions/webinar for IT/ITeS/ESDM with implementation support from WBEIDC.
 9. Provide support to skill development programs and schemes related to IT/ITeS/ESDM at district level including supervision of franchisees for Webel Academy; coordinate with WBEIDC for implementation support; coordinate with private sector and academia for increased employment in IT/ITeS/ESDM.
 10. Assess and analyze the employment potential for IT/ITeS /ESDM at the district level with implementation support from WBEIDC.
 11. Provide support and supervise IT/ITeS/ESDM awareness and promotion at the district level including popularizing DIT&E's flagship programs such as Karmo Bhumi in coordination and collaboration with District Information and Cultural Officers (DICO).
 12. Provide support to investments in IT/ITeS and ESDM industry at district level and facilitate in identification of investment opportunities with support from WBEIDC.
 13. The IT Park in-charge may assist the project team of Webel regarding successful completion of 12 month's DLP by the construction agency (wherever applicable).

11. Entrepreneur Service Cell (ESC)

It is a cell which works for nurturing the entrepreneurs in all the IT Parks and responsible for mitigating any issues/ problems faced by the entrepreneurs, in case the same is not responded by the local in -charge.

Entrepreneur Service Cell- Functionality

1. Query management
2. Assisting in providing proper resource
3. Unit comprising of industry and academic professional from different domains to provide knowledge base on different IT ITeS topics
4. Assist in drafting business strategy for entrepreneurs
5. Regular updating on online tender information to the entrepreneurs- electronically
6. Different administrative help to the entrepreneurs (such as trade licensing)
7. Handholding on scope of work in Govt. business
8. Inviting entrepreneur in different knowledge workshops, seminar, Departmental and State level events

12. The process and guideline for online space booking

- Applications for built-up space in the IT Parks on rental basis are to be submitted online by prospective entrepreneurs along with specified documents (*the documents are specified in the next section of the document*)
- The rental space allotment system can be accessed through <https://rmc.webel-india.com/>
- The online application for booking space in any Webel IT Parks is available under the following categories:
 - ➔ AC Plug & Play modules
 - ➔ AC Non-Plug and Play modules
 - ➔ Non-AC Non-Plug and Play modules
 - ➔ Commercial/Retail space
 - ➔ Booking of Cafeteria
 - ➔ Co-working Space
 - ➔ Booking for Auditorium
 - ➔ Booking for Conference Room
 - ➔ Booking of Training Room
- Applicant needs to select the desired IT Park and module type and module number. The details regarding module area, rental rate, service charge rate, total monthly rent will be displayed in the website.
- Applicant is required to enter few basic information (including email id of the applicant/potential investor) and required documents need to be uploaded. Thereafter the application will be verified by OTP in the desired mobile no.
- After registering/ signing up, the applicant will be able to enter his account to book space, if available in any IT Park
- After login in, applicant will be able to see his/her dashboard where few icons will be there to guide the applicant to book space by completing few mandatory steps
- The applicant must upload desired documents which will be reviewed by the competent authority at the time of review of the space booking application
- The next step will be online payment against Earnest Money Deposit (EMD) by the applicant. The amount along with calculation will be shown on screen. Upon successful payment, the applicant can download the provisional allotment letter.
- The entire process of allotment of space shall be completed within 15 days after submission of application and all required documents and depositing the required payment.

Following are the detailed process and guidelines of online space booking in any IT Park;

Display of the available office modules in the website

- ➔ IT Park wise modules details including occupied and vacant/available office modules are shown in the space allotment portal
- ➔ RMC Dept. to monitor and shall maintain the real time availability of the office modules in different IT Parks in the different districts of West Bengal.

Application for Office modules & Receipt of application details

- ➔ The interested customers/ companies are required to visit the website and select the office module/s as per their choice and apply for the office modules in the respective IT Parks.
- ➔ After going through the details of information and submitted documents according to the documents as mentioned in the below table along with the EMD amount (Booking amount) by the interested applicants regarding the office modules in the website, RMC Dept. shall process the application after checking all the documents. If there is any shortfall of documents, RMC Dept. shall request the customer to submit the desired document
- ➔ The prospective applicants need to apply for the office modules and submit their application along with some necessary documents and Earnest Money Deposit (EMD) amount.

Processing of application for getting consent from competent screening committee

- ➔ Application which is received from the applicant is placed to the HOD (ID&M-P/RMC) for placing the application to competent authority/ allotment committee for approval.

Selection of occupant

- ➔ Competent authority will scrutinize the applications sequentially i.e. on first come first serve basis considering the requirement of the applicant and recommend the name(s) of applicant.
- ➔ Recommendation of the RMC Committee is submitted to the Managing Director for approval.

Intimation to the applicant regarding approval by the competent authority

- ➔ After getting the approval from the competent authority, concern person of RMC Dept. would send an intimation mail to the applicant regarding the approval and requesting them to submit the Letter of Acceptance (LOA) and Security Deposit (SD).

Received of Security Deposit and Letter of acceptance:

- ➔ In case of Leave and License Agreement [for 11 months], security deposit equivalent to one month's rent and advance rent & service charge for one month will be taken from the applicant by demand draft or NEFT.
- ➔ In case of rent agreement [for 36 months/ 60 months], security deposit equivalent to three month's/ five months' rent and EMD amount is equivalent to three month's/ five months' rent and service charge for 36 months/ 60 months rental agreement.

Issue of Final Letter of Allotment

Now the final letter of allotment may be issued

13. Cooling period

The cooling period is defined as the time duration, which begins with the posting of information about an IT Park on the Webel's space allotment application. The information includes total space, facilities and other general information about an IT Park. Any potential investor may start booking space online in a new/upcoming IT Park after the cooling period ends. The cooling period of space allotment application is kept as 15 days.

14. Queuing of application

It is a mechanism to collect applications from the investors desirous to take such modules which are already occupied and not readily available at the time of application. The Queuing system would work on the principle that whenever a module gets vacated, an intimation email will be sent to the applicant no 1 in the queuing system with a link for payment against the booking amount for that module and the payment has to be done within 48 Hrs. from the time the email was sent. If the applicant no 1 fails to make the payment within the given timeframe, the payment link will be sent to applicant no 2 and applicant no 1 will be removed from the queuing list. The illustration of the queuing mechanism is shown below;

If 'A' is a potential investor who wants to book 'X' module in any IT Park/ building and 'B' is another investor who wants to book the same module and the module 'X' is not available at present, then the online booking application by its queuing system will receive the pre-applications from both 'A' and 'B' and prioritize on the basis of time of showing the intent by both the parties. Now, if the module 'X' gets available then the queuing system will intimate the 1st potential applicant to book the space. The time to be given to the 1st applicant in the queue for 48 hours, If the 1st applicant does not book the module by paying the required amount within 48 hours, the intimation will go to the 2nd prospective entrepreneur in the queue. If the 2nd prospective entrepreneur does not respond, then the chain will go beyond the same and continue in the same order.

The intimation through queuing system may be sent in the form of both SMS and E mail.

15. GENERAL TERMS & CONDITIONS FOR THE MODULE BOOKING & COMMERCIAL SPACE BOOKING- AC P&P/ AC Non-P&P/ Non-AC Non P&P/ IT support- Commercial / co working

- "The space/s is/ are offered for booking for IT/ ITeS / Electronics/ IT support/ Commercial activities (as per stipulation) as available and as specified.
- The prospective entrepreneur (occupant)" is the person who agrees for reservation of module/modules at IT Park in West Bengal through the website of WBEIDC (Webel) <https://www.webel.in>
- The office spaces are rental leased for a specified period. The period of tenancy may be renewed at the discretion of the corporation (WBEIDC Ltd). The initial tenancy period should be 11 months/36 months/60 months or as mutually agreed.
- The monthly rental rates and Service Charges for Common Area Maintenance (CAM) are based on carpet area for AC plug & play / Non-AC Non-Plug and Play/ AC Non-Plug and Play/ Non-AC commercial/ Co-working Space/Auditorium, training centre & Conference room, as applicable. The reimbursement of electricity consumption as per actuals to be made additionally.
- The monthly/ daily rates for Co-working Space is based on per seat basis (inclusive of Electricity/ band width).

- The monthly rent / service charges etc. for respective month should be paid on or before 10th day of the same month.
- The amount of EMD and SD to be given by the applicant (before taking possession) as per their tenancy period, is furnished herein below;

Tenancy Period	EMD (1 month's rent + service charge) – >excluding of GST)	Security Deposit (1 month's rent excluding of GST)
11 months	1 month	1 month
36 months	3 months	3 months
60 months	5 months	5 months
More than 5 years	6 months	Total tenure in months/12

- The Security Deposit amount will be paid by the applicant after the confirmatory mail/letter that will be sent to them from WBEIDC Limited.
- The occupant is liable to pay property tax or any other government (central and state) taxes or any other statutory taxes including municipal tax (as per actuals) as and when being imposed by the government itself.
- The electricity charges/ reimbursement should be paid by the occupant every month on basis of its actual consumption.
- There is a provision of diesel generator and the Customer may use the same and pay its charges as per norms of Webel.
- An Agreement is to be executed mentioning the terms and conditions between Webel and prospective Entrepreneur (Occupant) before taking over the space.
- In case of office module / non-commercial space, the Licensed Premises shall be used by the Licensee only for setting up its office for works related to IT, ITES and / or Electronics therefrom and for no other purpose. The Licensee shall not be entitled to undertake any construction in the Licensed Premises to expand the same in any manner. In case of commercial/retail and IT support the licensed premises shall be used by the licensee only for setting up their business as stated in their applications for space/ as per stipulation in case of IT support.
- The occupant may apply for any modification/ alteration etc. work within the allotted premises (space/module) to WBEIDC authority and the said work can be taken up at their own cost and risk by the occupant, once the approval is given by the authority. While applying for approval, the occupant should submit all the necessary drawings/ scope of work/ list of work men etc. to the WBEIDC authority and will allow to inspect the premises by the WBEIDC representative to enable to process the modification proposal.
- The damages, if any, during the execution of said work should be mended good over the damages at their cost and risk. The occupant/ allottee will allow the authority to supervise the work, whether the same is being done as per the proposal.
- The authority will not allow any proposal which may encroach the common spaces, common corridors etc. in terms of Firefighting norms.
- The occupant should be careful while executing their modification/ alteration work, so that, the RCC structure, service layout etc. is not disturbed.
- The occupant while surrendering the module/ space will restore the said space at its original condition and will hand over the vacant encroachment free module/ space
- The Licensor (authority) shall not be responsible or liable for any theft, loss, damage to or destruction of any property of the Licensee in the Licensed Premises or for any bodily harm or injury to any person in the Licensed Premises.

- The Licensee shall not assign, sublet, underlet or part with the possession of the said Licensed Premises or any part thereof or transfer or assign the benefits of this Agreement to any person without the prior written consent of the Licensor.
- The Licensee shall not offer the said Licensed Premises or any portion thereof as security mortgagee to any bank, financial institution or to any third prospective entrepreneur for securing any financial obligation of the Licensee and shall not encumber the Licensed Premises in any manner whatsoever.
- The Licensee shall install, conduct and operate its business from the Licensed Premises strictly in accordance with the terms and conditions of this Agreement and in accordance with the provisions of all other applicable laws, regulations and by-laws.
- The Licensee shall be solely responsible to deal with any litigation and/or claim arising out of operation of its business from the Licensed Premises at its own cost and expense. The Licensee shall indemnify and shall keep the Licensor indemnified in respect of all expenses incurred by the Licensor in defending any litigation instituted by any person in relation to operation of the business operations of the Licensee from the Licensed Premises and also in relation to any damages or fines imposed by any Court or other judicial authority on the Licensor.
- The Licensee shall pay the proportionate rates of property taxes either directly to the municipal authority or reimburse to the licensor, in case the property tax is paid by the licensor.
- The Licensee shall not change its constitution or status or the nature of its business without prior intimation to the Licensor in writing and shall not do the business of its associate companies, if any, from the Licensed Premises.
- The Licensee shall apply for and obtain and keep valid all statutory licenses, registrations, permissions and clearances from the concerned authorities and abide by all the municipal laws, local laws, labour laws, environmental laws etc. as may be required for use of the Licensed Premises and for operating its business operations therefrom and pay all service tax, sales tax, income tax etc. and rates and levies applicable in respect thereof and shall indemnify and keep indemnified the Licensor from all losses, damages, costs claims, demands and proceedings that may be suffered by the Licensor due to any defect, negligence or non-compliance in respect thereof.
- At the expiration or sooner determination of the said License period, the Licensee shall peacefully and quietly yield and deliver up unto the Licensor, vacant possession of the Licensed Premises together with all fixtures and fittings that are now existing or that may hereafter be put up or be affixed by the Licensor to the Licensed Premises or any part thereof and all other properties, if any, belonging to the Licensor in such good order and condition as the same now are, usual wear and tear excepted.
- On expiry or sooner determination of the License, the Licensee shall remove their furnishings, furniture, equipment and other movable items from the Licensed Premises.
- The Licensee shall ensure that all personnel and staff employed by it shall use the entrance and route specified by the Licensor for entry to and exit from the Licensed Premises and also use only the toilets and washrooms specified by the Licensor.
- During the period of license, the Licensee shall use the Licensed Premises with care and caution and shall maintain the interior of the same in proper repair and conditions, including regular repair and upkeep of plumbing, electric lines and fixtures, reasonable wear and tear excepted. The day to day repair of the Licensed Premises, such as repair of electric fuses and fittings, and other fixtures in the Licensed Premises, including furniture and all other fittings and fixtures shall have to be carried out by the Licensee at its own cost and expenses.
- The Licensee shall pay proportionate share of all common expenses, charges, taxes, rates, cess, impositions and outgoings and also all maintenance charges and all other expenses levied by the Licensor from time to time for management and maintenance of the Licensed Premises and the decision of the Licensor in respect of the amount of such proportionate common expenses, maintenance charges, impositions and outgoings shall be final and binding on the Licensee.
- The Licensee to agree that in the event of default on the part of the Licensee in paying the common expenses and maintenance charges within a period of 10 days from the date of demand made by the Licensor, the Licensor shall be at liberty to disconnect and/or suspend all common services to the Licensed Premises till such dues are paid in full with interest therein.

- The Licensee shall keep the common areas, parking areas, paths, passages, driveways, lobby, corridors, common installations etc. in the Premises free from obstructions or encroachments and will not do or cause to be done anything in or around the Licensed Premises which may cause any damage to any flooring or ceiling of any other portion over below or adjacent to the Licensed Premises and other part of the Premises.
- The Licensee shall maintain at its own cost and expense, the Licensed (allotted) premises in good order and condition and shall abide by all laws, bye-laws rules and regulations framed by the Kolkata Municipal Corporation/ Kolkata Metropolitan Development Authority/ CESC Limited / WBSEDCL / NKDA / NDITA and / or any statutory authority and / or local body with regard to the use and maintenance of the Licensed Premises.
- The Licensee shall pay any and all penalty, surcharge, interest, costs, charges and expenses arising out of any delay, default or negligence on the part of the Licensee and payment of all or any of the proportionate maintenance charges and also as may be charged by CESC/ WBSEDCL or any other agency for provision of electricity at the Licensed Premises.
- The Licensee shall not undertake or carry out any structural or permanent alternations or additions to the interior or exterior of the Licensed Premises at any time without the prior written consent of the Licensor.
- The Licensee shall pay electricity charges on actual basis within 10 days from the date of the rental bill regularly, which may accrue in relation to the licensed premises for which separate sub-meter shall be provided by the Licensor. In respect of electricity charges, the Licensor shall only act as 'pure agent' and incur expenses on behalf of the Licensee.
- Any other charges / costs payable in respect of the electrical fittings of the Licensed Premises and for procuring an electric meter shall be borne by the Licensee. If the Licensee fails to pay electricity bills within the stipulated date, the Licensor shall have the right to disconnect such supply immediately.
- The Licensee shall pay all charges for general utilities like telecom, fax, internet or any other utilities, if consumed within the Licensed Premises on actual.
- The Licensee shall pay all charges for the water consumed in or for the Licensed Premises on actual basis.
- The Licensee shall permit the Licensor, his employees, agents or servants, with or without workmen during reasonable hours in daytime to enter into the Licensed Premises or any part thereof to view and examine the state and conditions thereof.
- The Licensee shall arrange for adequate security of the Licensed Premises through hiring of security personnel from a renowned security agency and by way of any other method, as may be necessary, at the Licensee's expense.
- The Licensee shall take out comprehensive and all risks insurance of the Licensed Premises including all fittings, fixtures, furniture and other articles therein and also of its employees against damage or injury arising out of fire, burglary, theft, accidents, riots, strikes and malicious damage, storms, cyclones, floods and other Acts of God, earthquakes, commotions etc. with a reputable insurance company in the name of the Licensee for such sum as may be approved by the Licensor.
- The Licensee shall not carry on or allow to be carried on in the Licensed Premises, any unlawful activities, offensive trade or prohibited business or any activities which may be considered offensive or a source of nuisance, damage, annoyance, inconvenience or danger to the Licensed Premises and shall not store hazardous goods or substances in the Licensed Premises.
- The Licensee shall put up its name plate and/or glow sign outside the Licensed Premises with the approval of the authority, only at the spaces designated by the Licensor and at the spaces designated by the Licensor and at no other place.

Delay, default and termination: In the event any of the following circumstances arise:

- If the License Fee and/or electricity charges and/or any other sums of money payable under these presents shall remain unpaid for a period of Two months (whether the same shall have been legally or formally demanded or not);

- If there shall be any breach or non-observance or non-performance on the part of the Licensee of any terms, conditions, covenants and/or agreements herein contained and on the part of the Licensee to be observed and performed;
- If the Licensee or its officers at the Licensed Premises indulge in unlawful activities, offensive trade or prohibited business or any activities which may be considered offensive or a source of nuisance, damage, annoyance, inconvenience or danger to the Licensed Premises.
- In the event of such cases as mentioned above, the Licensor shall call upon the Licensee by giving 30 days' notice in writing to pay the unpaid License Fee and/or other charges, interest etc. and/or rectify the defaults and/or breaches on the part of the Licensee and in the event of the Licensee failing to comply with the requisitions mentioned in the notice from the Licensor within the 30 day notice period, it shall be lawful for the Licensor to terminate the agreement.
- In such event, the Licensee will hand over the peaceful possession of the said premises to the licensor. In the event the license is determined, all rights of the Licensee hereunder or arising hereafter shall absolutely cease and determine but without prejudice to the rights of the Licensor to recover all damages, costs charges and expenses in respect thereof from the Licensee.
- The Licensee shall not be entitled to remove its machinery, equipment, furniture and other materials from the Licensed Premises till such time the License Fee, electricity charges and/or any other amount due and payable to the Licensor under this Agreement have been paid and discharged in full by the Licensee.
- If the Licensed Premises is kept shut or closed for a period longer than Two months without the prior written consent of the Licensor or if the same is vacant without the prior consent of the Licensor, then the Licensed Premises will be deemed to have been abandoned and it shall be lawful for the Licensor to take immediate possession thereof and also of the machinery, materials or goods therein without subjecting the Licensor to any action of trespass or otherwise.
- The above said license of the licensee may be terminated by the licensor at any time during the agreement by giving 30 days of written notice in writing to the licensee if the licensee contravene any terms & conditions of the agreement and will not rectify such breach within 30 days of notice.
- The agreement can be terminated by either prospective entrepreneur by giving (1) one-month Notice in writing to the other prospective entrepreneur.
- The period of rental agreement will be 11 (eleven) months/ 36 (thirty-six) months / 60 (sixty) months/as mutually agreed and will follow the scheme for extend the contract after review of the performance at the end of third year.
- Entry into Webel premise by any Allottee's personnel will be subject to issue of gate passes/ ID Cards to such personnel for the purpose. Gate passes/ ID Cards shall be for a fixed period and shall be issued at the joint request of the Allottee and the personnel of the Allottee with respect to whom gate passes/ ID Cards are sought, in the format prescribed by WBEIDCL and shall be jointly signed by the Allottee and the concerned personnel.
- General parking (apart from the parking reserved for Webel or Govt. Authorities.) will be available at the premises on first come first serve basis for specific number of vehicles at the earmarked spaces. No confirmation on parking can be given if the available spaces are fully occupied.
- By proceeding with booking and using the Services, the Customer acknowledges that she / he has read and understands the Terms and agrees to comply the same. Company reserves the right to terminate the Customer's use or access to the Modules at any time for any reason, including, without limitation, if the Company learns that the Customer has provided false or misleading information or have violated the Terms etc.
- Notwithstanding confirmation of the booking of the space, it is clearly agreed that WEBEL reserves the right to refuse / cancel the booking of the space at any time without assigning any reason whatsoever. In such an event amount received from the booking prospective entrepreneur space be refunded.

16. Additional terms-conditions for allotment of bare commercial spaces at respective IT

Parks

- i. It is expected that a good number of companies of IT parks and outside visitors will patronize the allotted space. The selected allottee(s) shall be responsible for end-to-end management of the allotted space.
- ii. Facility in terms of bare module spaces, with finished common areas shall be provided by WBEIDCL. The selected allottee may arrange for required interior infrastructure, as required. The selected allottee shall be responsible for paying the utility bills on a pro-rated basis or as per the bills generated in case of erection of a dedicated meter, as applicable.
- iii. Allottee will be allowed for branding and promotional activities for their products subject to prior approval from WBEIDCL. Such activity should have to be performed under existing norms without affecting the existing office ambience. The necessary statutory approval is needed to be taken by the occupant from the competent authority at their own cost.
- iv. Usage of LPG, if needed within the IT Park premises, is to be done following all required safety norms/measures. The necessary statutory approval to be taken by the occupants and submitted to WBEIDC for further reference.
- v. After online application, the final selection of allottee for the commercial space shall be made on their ability and competency to provide high quality time-bound services.
- vi. The allottee is supposed to arrange the necessary approvals/clearances/licenses like fire safety recommendations / fire safety certificates as applicable for doing business within the premises of the IT Parks.
- vii. The allottee will arrange for any additional facilities, utilities, equipment and inputs required for the production and services of various items without damaging the permanent construction facilities. Any construction, interior modification, concrete work, plumbing work, or drilling work, if deemed necessary, may be executed, only after the prior written permission of WBEIDCL.
- viii. The Allottee shall be responsible for ensuring proper utilization of the facilities, equipment's and utilities provided by WBEIDCL without any manner of abuse or excess use. The occupant shall also keep the allotted space and surrounding area tidy, hygienic and free from any damage. For any loss or damages to the premises, fittings, fixtures and equipment provided/ owned by WBEIDCL, recovery at market rates would be affected from the allottee's bill and the material/item repaired or replaced at his cost.
- ix. Proper sanitization program is to be arranged by the allottee for their space at regular intervals. All health guidelines, as may be issued by the Govt. bodies, are to be strictly followed.
- x. The allottee shall be responsible for all types of major or minor repairs and maintenance of the Light fittings, furniture, other fittings etc. (only specific to the allotted modules) provided by the WBEIDCL, at its own cost.
- xi. Efficiency, promptness, quality product, quality service, good behavior and politeness of the company and his staff will be the essence of the contract.
- xii. Work shall be carried out by the allottee as per the conditions of the agreement.
- xiii. All the catering staff should be medically fit. They should be free from any infectious diseases. The Allottee shall get his employees medically examined once in six months and obtain fitness certificates. They will also be subject to police verification of character and antecedents.
- xiv. Entry into Webel IT parks by any Allottee's personnel will be subject to issue of gate passes/ ID Cards to such personnel for the purpose. Gate passes/ ID Cards shall be for a fixed period and shall be issued at the joint request of the Allottee and the personnel of the Allottee with respect to whom gate passes/ ID Cards are sought, in the format prescribed by WBEIDCL and shall be jointly signed by the Allottee and the concerned personnel.
- xv. Issue of gate passes/ ID Cards shall be subject to the approval of the Officer-in-charge from WBEIDCL and such approval shall be subject to the Allottee furnishing to the officer-in-charge from WBEIDCL, a copy of letter of appointment issued by the Allottee to each person with respect to whom the gate pass/ ID Card is sought, signed in acceptance by the persons to whom the letter of appointment is given.
- xvi. The gate pass may be withdrawn at any time without assigning any reason.
- xvii. The gate passes issued to the Allottee's personnel shall not ordinarily exceed the number which shall be communicated to him by the WBEIDCL from time to time except to meet emergent, casual or temporary requirements.

- xviii. The Allottees' personnel shall not indulge in entertaining their guests in the Webel IT parks premises and shall not loiter in the Webel IT parks premises and shall not normally move out of their specified areas of operations.
- xix. The Allottee shall make necessary arrangements for regular and prompt collection and disposal of waste generated from their space on day-to-day basis.
- xx. Polythene bags/ plastic cups shall not be used in the IT parks premises. Plastic-containers / polythene pouches in which any milk products or eatables are generally sold should be disposed of as quickly as possible.
- xxi. The allottee(s) will/shall be exclusively responsible to meet and comply with all legal requirements with respect to their commercial items sold from their space.
- xxii. The allottee is liable for the payment of any and all existing taxes of the Central or State Government or of any other authority with respect to the items sold or supplied pursuant thereto or anything done, or services rendered pursuant thereto.
- xxiii. The allottee shall be responsible and liable for all the claims of his employees.
- xxiv. The allottee should be equipped enough to deliver timely and quality services in the events where part of the allotted space may be required by WBEIDC/concern IT parks for functions programmers/in-house activities etc.
- xxv. The visitors/buyers for the allotted commercial space are to strictly follow the building manuals which the allottee is to ensure.
- xxvi. Usage of all common spaces (including toilets, stair etc.) are subject to compliances of all allotment terms and abiding by the safety norms.

17. General Term & Conditions for Auditorium / Training Space / Conference Room Booking

- **Auditorium / Training Space / Conference Room** of IT Parks presently being looked after by WBEIDC Ltd. (Webel). There will be no extra sitting permitted beyond the maximum capacity. Sitting on steps or standing in corridor or anywhere is not allowed as per fire safety rules.
- The space is available for official, social or any cultural performances and programs subject to compliances of relevant Government norms.
- There will be green room in the auditorium. There will be no person allowed beyond the maximum capacity in the Green Room at a time.
- WBEIDCLTD. (Webel) reserves the right to cancel the booking of the space to any prospective entrepreneur without assigning any reason whatsoever under the commercial terms with the prospective entrepreneur.
- WBEIDCLTD. (Webel) reserves its right to evict / remove any person / guest / invitee of the organizers / Booking Prospective entrepreneur member, if it is established that organization's persons are misbehaving or indulging in any activity which is in violation of rules and regulations of WEBEL or detrimental to the interests of WEBEL or its reputation. Further if the same is illegal / unlawful / or prohibited by law or indecent.
- Backdrop: Suitable cloth along with stands or flexi stand. Pinup on the curtains/walls/panels are not allowed.
- No cash payment is allowed. NEFT / RTGS / IMPS or payment through UPI is accepted. The banking details will be provided to the prospective entrepreneur. Demand Draft / Banker Cheque / Pay Order is also expected.

- Booking of the Auditorium will be confirmed only on receipt of full payment in advance and when once the space booking is confirmed, no transfer of booking to a third prospective entrepreneur is allowed.
- The security deposit will have to be submitted latest by 1 day prior to the programme.
- WEBEL will not be liable for any loss of property of the booking prospective entrepreneur or cancellation of program due to failure of Electricity Authority or any of their equipment or any natural calamities.
- No Oil Lamp / inflammable items will be permitted.
- Smoking or alcohol is strictly prohibited anywhere within the place.
- Posters / banners / publicity material is allowed to be displayed only at the specified places provided for the purpose. No banners are permitted outside on the railing or lawn. Please get Prior approval for this.
- Any outside equipment for lighting and Sound System will be allowed against permission from Webel.
- Webel will not be responsible / or liable for any loss or damage or injury of any kind to artists, organizer, guests or invitees or third prospective entrepreneur caused by any reason.
- Webel reserves the right to alter and modify the above rules and regulations as well as booking charges at any time.
- Notwithstanding confirmation of the booking of the space, it is clearly agreed that WEBEL reserves the right to refuse / cancel the booking of the space at any time without assigning any reason whatsoever. In such an event amount received from the booking prospective entrepreneur space be refunded.
- It is confirmed by applicant herewith that all Seminars / program, will be within the 'norms of law and norms of "good moral conduct". No program which offends general public sentiment or sentiments of any particular group will be allowed. In such event WBEIDC'S (WEBEL) Management too has sole discretion to cancel the show. There will be no copyright violation and prospective entrepreneur will be alone liable for consequences.
- WEBEL has the sole right at any time to control the number of visitors or refuse admission to anyone.
- Booking is non-transferable.
- Any Unauthorized article are not allowed into the Auditorium. The Management will levy a fine for such violation and may stop the show, if so needed.
- Final charges will be levied at actual as per prevailing rates on show dates as per actual utilization of facilities. Any damage to the Auditorium property will be charged on actual at the time billing and this will be binding on the Booking Prospective entrepreneur. Rates will be pro-rata and WEBEL will charge for excess usage.
- Any additions or amendments to the Terms & Conditions or the Rule and Regulation made by the Management from time to time will be binding on the prospective entrepreneur booking

the Auditorium. The decision of the Management in the interpretation of the term and conditions is final and binding.

- The booking prospective entrepreneur will be solely responsible for any loss / damage to any property brought for the performance or kept in the premises. In the event of the booking of the booking prospective entrepreneur bringing in any equipment or items into the space be fully responsible for all safety, other legal / statutory requirements, third prospective entrepreneur risks and the Management stands indemnified against all such risks. Any equipment brought in will need to be pre-approved in writing by WEBEL Management.
- The Booking Prospective entrepreneur will ensure that all persons brought in by them to carry out the performance including any stage workers, Sound / light operators / technician / helpers etc. fully meet the legal and statutory requirement. The Booking Prospective entrepreneur will also be responsible for their safety, discipline etc. WEBEL Management stands indemnified for any claim including third prospective entrepreneur risk which may arise on account of any injury or otherwise.
- The booking prospective entrepreneur will ensure strict compliance of the above terms. The management will have the right to stop / suspend the show in case of violation of any of the terms and condition or rule and regulation without refund of any advance or show charges.
- In case of No Show by the booking prospective entrepreneur / or non-attendance by guests, WEBEL shall not be liable to refund any booking amount to the applicant / booking prospective entrepreneur.
- Facilities at the space are provided on "as is where is" basis and no additions / alterations or modifications are permitted.
- There will be a buffer timing of 45 minutes between 2 (two) consecutive bookings for general maintenance / up-keeping.

Following are the responsibilities of the prospective entrepreneur

- Supervision at the gates and ushering of guests to their seats. Ensuring strict discipline in the Space. The internal security/administration of the space are strictly to be ensured by the prospective entrepreneur.
- Full responsibility for liaison with police for maintenance of law and order, traffic control etc. under intimation to WEBEL.
- The prospective entrepreneur will strictly ensure that not more than maximum number of permissible guests enter the space. Prospective entrepreneur will ensure strict compliance of these norms failing which reserves the right to refuse entry / or stop / suspend the show, without refund of show charges (applicable in case of auditorium booking).
- The existing building ambience are not to be disturbed by any means.
- Any damage/defacement done by the prospective entrepreneur are to be immediate rectified by the prospective entrepreneur at their own cost and risk.