

THIS INDENTURE OF LEASE made this
..... day of

BETWEEN

THE GOVERNOR OF WEST BENGAL represented by the Special Officer, Urban Development (Town & Country Planning) Department, Govt. of West Bengal (having PAN AAALA0733G) having its office at ‘City Centre’, Durgapur – 713216, District Paschim Bardhaman, West Bengal and Vivekananda Sarani (Sen Raleigh Road), near Kalyanpur Housing More, Asansol-713305 hereinafter referred to as the “**LESSOR**” [which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its successor in interest, representatives, administrators and assigns] of the **FIRST PART**

AND

(3) **MR./MS.** _____ (Aadhar No. _____), son/daughter/wife of _____, aged _____ years, by occupation – _____, by nationality _____, having his/her permanent residence at _____ and having PAN No. _____, *through his/her duly constituted power of attorney holder/guardian _____ (hereinafter singly/ jointly referred to as the “**Allottee**”, which expression shall, unless excluded by the context or otherwise, include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**.

OR

_____, a company incorporated under the provisions of the [Companies Act, 1913/Companies Act, 1956/Companies Act, 2013]*, with its registered office at _____ and having PAN No. _____ and CIN No. _____, represented herein by Mr./Ms. _____ (Aadhar No. _____), son/daughter of Mr./Ms. _____, by nationality - Indian, aged [●] years, having PAN No. _____, duly authorised *vide* board resolution dated _____ (hereinafter referred to as the “**Allottee**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **SECONDPART**.

(* *strike off the description which is not applicable*)

OR

_____, a partnership firm/limited liability partnership registered under the [Indian Partnership Act, 1932/Limited Liability Partnership Act, 2008]*, having its principal place of business at _____ and having PAN No. _____, represented herein by its authorised partner Mr./Ms. _____ (Aadhar No. _____), son/daughter of Mr./Ms. _____, Indian, aged _____ years, having PAN No. _____, duly authorised *vide* resolution dated _____ (hereinafter referred to as the “**Allottee**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) of the **SECOND PART**.

(* strike off the description which is not applicable)

OR

MR. _____ (Aadhar No. _____), son of Mr. _____, Indian, aged _____ years, having PAN No. _____, for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/ residence at _____ and having PAN No. _____ (hereinafter referred to as the “**Allottee**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **SECOND PART**.

AND

BENGAL SHRISTI INFRASTRUCTURE DEVELOPMENT LIMITED, [hereinafter referred to as “BSIDL”], (having PAN AABCB8990N) a Company within the meaning of the Companies Act, 1956 having its registered office at BUG-5, Upper Ground Floor, Durgapur City Centre, Durgapur – 713216 and Corporate Office at Plot No .X – 1, 2 & 3, Block – EP, Sector - V, Salt Lake City, Kolkata - 700091, hereinafter called the “**DEVELOPER**”/ “**CONFIRMING PARTY**” [which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its successors in interest, representatives, administrators and assigns] represented by its Director Mr. Sunil Jha (having PAN AAWPJ8358C) S/o. Lt. Jai Narayan Jha, of the **THIRD PART**. Mr. Sunil Jha is represented by Mr. Gurudas Karmakar by virtue of Authenticated Power of Attorney, GP No-00001/2011, ADSR Durgapur

WHEREAS

- A. The Governor of the State of West Bengal was satisfied that land was needed by the State of West Bengal for implementation of Housing Development scheme at Asansol for the benefit of the public at large (commonly known as Kanyapur Satellite Township Project) in the village of Gopalpur, Garui, Kumarpur, Sitla, Gobindapur, Nadiha, Palasdiha and Dakshin Dadkha within the jurisdiction list nos. 4,3,6,8,7,2, & 15 Police Station – Asansol, Pargana-shergarh in the District of Burdwan;
- B. For fulfilling such public purpose various declarations were published in the Calcutta Gazette in terms of Section 4 of the Land Acquisition Act, 1894, vide notifications Nos. 17782, 17784 & 17786 L.A. dated 10th October 1963, on 21st November 1963.
- C. Subsequently various declarations were also published in the Calcutta Gazette in terms of Section 6 of The Land Acquisition Act, 1894 and Section 3(1), of Act XVIII of 1885 on 4th February 1965 vide declaration No. 23068 LA dated 30th December 1964 and on 21st

July 1966 vide declaration No. 11118 LA dated 30th June 1966 and on 17th October 1968 vide declaration No. 11796 dated 5th September 1968;

- D. The said land was ultimately acquired by the Housing Department, Government of West Bengal, for setting up a housing development scheme at Asansol in the periphery of Asansol Town in the District of Burdwan;
- E. The State of West Bengal by virtue of the acquisition proceedings thus became seized and possessed of and otherwise well and truly entitled to 891.25 acres of land more fully described in the Declarations hereinbefore recited;
- F. Permissive Possession of 312.92 acres of land out of the 891.25 acres of land acquired by The State of West Bengal was handed over by The Office of the Assistant Engineer, Housing construction Sub-Division No. XIV, Government of West Bengal to **Asansol Durgapur Development Authority** on 4th June 1997;
- G. By an Indenture dated 29th April 2008 executed by and between The Governor of the State of West Bengal and Asansol Durgapur Development Authority, The Government of West Bengal sold and conveyed unto Asansol Durgapur Development Authority the said 151.04 acres of land more fully described in the Schedule therein contained;
- H. **Asansol Durgapur Development Authority** is therefore the absolute owner of the land more fully described in the schedule to the Indenture dated 29th April 2008 and is absolutely seized and possessed thereof;
- I. By an Agreement dated 11th December, 2000 (hereinafter referred to as the “**Joint Venture Agreement**”), **Shristi Infrastructure Development Corporation Limited** (hereinafter referred to as “**SIDCL**”) and **Asansol Durgapur Development Authority** [hereinafter referred to as “**ADDA**”], **acting on behalf of the Governor of The State of West Bengal**, agreed to participate in shareholding and management of a proposed Joint Venture Company for the purpose of carrying on the business of infrastructure development and urban structure development works, on the terms and conditions mentioned therein;
- J. Pursuant to the said Joint Venture Agreement, a Joint Venture Company namely ‘**Bengal Shristi Infrastructure Development Limited**’ [hereinafter referred to as “**BSIDL**”], “**The Developer**” herein, was incorporated;
- K. By a Memorandum of Understanding dated 25th June, 2004 [hereinafter referred to as “**the said MOU**”], **SIDCL**, the Lessor and the Developer jointly modified certain terms and conditions of the Joint Venture Agreement ;

- L. **ADDA** executed a Development Agreement dated 5th July, 2004 [hereinafter referred to as the “**Development Agreement**”] in favour of the Developer in respect of Land admeasuring **74.97 acres**, subsequently by way of memo no. ADDA/ASL/855/XII/3A(P) dated 01.03.2007, ADDA issued a Certificate of Possession in respect of land admeasuring 89.67 Acres handed over for development in terms of Development Agreement dated 5th July, 2004, said land measuring 89.67 acres is morefully and finally described in the **Schedule I** hereunder written [hereinafter referred to as “**the said land**”] for construction of inter-alia an integrated township called “**Shristinagar**” on the terms of and conditions morefully and particularly described in the said Development Agreement.
- M. **ADDA** and the Developer have entered into a Supplemental Development Agreement dated 12th July, 2010 [hereinafter referred to as the **Supplemental Development Agreement**], whereby for easy mode of constructional operation the project has been divided phase wise and the Developer herein started development work of an area of **19.676 acres**, being **Phase 1C of Shristinagar** more fully and particularly described in the **Schedule IA** hereunder written [hereinafter referred to as “**the said portion of the said land**”] out of the said land being **89.67 acres** morefully and particularly described in the **Schedule I** hereunder written;
- N. **ADDA** has further executed a registered Power of Attorney, which was registered in the office of ADSR, Asansol, District – Burdwan being Book No. I, volume No. 27, Pages 2002 to 2036, being No. 09478 of the year **2010**, on 9th September, 2010 in favour of the Developer thereby appointing the Developer as their true and lawful Attorney and Agent to execute and perform or cause to be done the acts, deeds, matters and things as stated therein;
- O. The Developer has obtained the sanctioned building plan / master plan bearing Memo No. 620(7)/BP/G dated 30.05.2012 from the Asansol Municipal Corporation for construction of 131 nos. of Townhouses and had completed the construction and/or obtained occupancy certificate of 27 number of Townhouse building/block. Thereafter, the Developer obtained the revised sanctioned plan bearing Memo No. 691/SP/AMC/HO dated 15.07.2021 from the Asansol Municipal Corporation for construction of additional 17 numbers of Townhouses out of which the Developer had obtained occupancy Certificate in respect of 9 number of Townhouse Buildings. Now the Developer had demarcated a portion of the Phase 1C Land admeasuring an area of about 50.01 Cottah equivalent to 3345.33 Sq. Mtrs. (hereinafter referred to as the “**Said Land**” and more fully and particularly described in the **SCHEDULE II** written hereunder and delineated and demarcated in red colour in plan annexed hereto for the purpose of constructing thereon the remaining 8 numbers of Townhouse building being nos. 29 (C Type), 30 (C Type), 31 (B Type), 32 (B Type), 42 (B Type), 43 (B Type), 44 (C Type) and 45 (C Type), each Townhouse comprised of (G+3) Buildings constructed in 2 Types namely B and C and each Type consists of various Buildings. Each building consist of the 4 (four) units i.e. two lower and two upper units,

lower unit consisting of Ground and First Floor and the upper unit consisting of Second and Third Floor together with all common areas, amenities and facilities collectively known as “**Townhouse Phase II**” (hereinafter referred to as the “**Project**”). Allottees of upper units shall have the right to use the terrace above third floor without any construction rights and the allottees of lower units shall have right to use the lawn in front of the lower units without any construction rights

- P. In pursuance of the aforesaid agreements, the Developer has;
- a. Taken possession of the said land from the Lessor;
 - b. Paid the agreed consideration as a premium;
 - c. Has evolved a scheme for development on a portion of land out of Phase 1C of Shristinagar by constructing 8 numbers of residential Town Houses being nos. 29 (C Type), 30 (C Type), 31 (B Type), 32 (B Type), 42 (B Type), 43 (B Type), 44 (C Type) and 45 (C Type) together with all common portions, areas, parts, amenities and facilities namely TOWN HOUSE PHASE II including land areas as are common between Town House Phase I and II and any other building within **Phase 1C**. Developer has presently developed land measuring 50.01 Cottah equivalent to 3345.33 Sq. Mtrs. morefully described in **Schedule II** comprised of 8 numbers of Town House building being nos. 29 (C Type), 30 (C Type), 31 (B Type), 32 (B Type), 42 (B Type), 43 (B Type), 44 (C Type) and 45 (C Type) known as TOWN HOUSE PHASE II within Phase 1C of Shristinagar, Asansol.
 - d. Obtained sanctioned Building plan (**Memo no. 620 (7) / BP / G dated 30.05.2012**) for construction of **Phase 1C** from the Asansol Municipal Corporation. Further obtained revised Building Plan **AND** revised sanctioned Building Plan bearing **Memo No. 691/SP/AMC/HO dated 15.07.2021** for construction of TOWN HOUSE PHASE II.
 - e. Proceeded with and nearly completed the development of the **TOWN HOUSE PHASE II** within **Phase 1C** in accordance with the development scheme;
 - f. Demarcated and/or defined the TOWN HOUSES within **TOWN HOUSE PHASE II** in **Phase-1C**.
- Q. The Lessee has applied for allotment of a Town House unit in **TOWN HOUSE PHASE II** of **Shristinagar**.
- R. Pursuant to such application being made by the Lessee, the Developer, by its letter dated _____, [hereinafter referred to as the “**Provisional Allotment Letter**”] agreed to provisionally allot to the Lessee Type ____, **unit No.** ____ & ____, on the ____ & ____

Floor of the residential building namely **TOWN HOUSE** Building No. ____ at Shristinagar having super built up area of _____ **Square feet** (unit no-__ on the _____ floor measuring _____ square feet and unit no-__ on the _____ floor measuring _____ square feet) more or less along with right to use the lawn space in front of Townhouse No. _____ without any construction right / the exclusive terrace having an area of _____ square feet above the said Unit (without any construction right) **{strike out which is not applicable}** along with covered car parking space admeasuring approximately ____ square feet on the ground level, together with an undivided proportionate indivisible and impartible share and/or interest in the land on which the said residential Building namely **TOWN HOUSE, Type-** ____ Building No. ____ at Shristinagar has been constructed and the Unit is more fully and finally described in the **Schedule III** hereunder written (hereinafter referred to as “**the said unit**”) alongwith an undivided proportionate indivisible and impartible share and/or interest in the specific common areas, amenities and facilities of the **TOWN HOUSE PHASE II** Building No. ____ particularly described in **Part I** of **Schedule IV** hereunder written and the general common areas, amenities and facilities of the **TOWN HOUSE PHASE II** in which the said unit is situated more fully and particularly described in **Part II** of **Schedule IV** hereunder written [the share in the Specific Common Portions and the share in the General Common Portions hereinafter referred to collectively as “**the share in the Common Portions**”] **SUBJECT TO** adherence by the Lessee to the terms and conditions contained in the Provisional Allotment Letter and **SUBJECT FURTHER TO** the Lessee making payment of all amounts due under the Provisional Allotment Letter;

- S.** At the request of the Developer, the Lessor has agreed to grant and the Developer has agreed to confirm to the Lessee a lease of 99 years in respect of the said unit and the Lessee has agreed to accept a lease of 99 years in respect of the said unit on the terms and conditions hereinafter appearing;
- T.** Accordingly, the Developer has delivered possession of the said unit to the Lessee after having received the entire consideration due and payable under the Provisional Allotment Letter as per the Possession Letter dated _____ and the lease shall be commence from the said date (**Date of Possession**).

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

- I.** That in consideration of the sum of **Rs** _____/- (**Rupees** _____) only paid by the Lessee [being the proportionate non-refundable land premium paid to the Lessor by the Developer as part of the Lessor’s entitlement] and consideration for the said unit in **TOWN HOUSE, Building No. ____** and properties Appurtenant Thereto more fully and particularly described in the **Schedule III** hereunder written paid to the Developer, the receipt whereof the Lessor and Developer do and each of them doth hereby admit and acknowledge and further release, acquit and discharge the Lessee from the same and every part thereof and

in consideration of the ground rent hereinafter reserved and the covenants hereinafter contained on the part of the Lessee be paid, observed and performed the Lessor hereby demises unto the Lessee the said unit more fully and particularly described in the **Schedule III** hereunder written alongwith an undivided proportionate indivisible and impartible share in the common portions more fully and particularly stated in **Part I & II** of **Schedule IV** hereunder written and the Properties Appurtenant Thereto, **TO HOLD** the said unit more fully and particularly described in the **Schedule III** hereunder written alongwith an undivided proportionate indivisible and impartible share in the common portions more fully and particularly stated in **Part I & II** of **Schedule IV** hereunder written and the Properties Appurtenant Thereto from the date of handing over of possession for a period of 99 (ninety nine) years, extendable at the option of the Lessor, **YIELDING AND PAYING** therefore an annual ground rent at the rate of Rs. 1/- per square feet to the Lessor before the 31st day of March of each year without any deduction or abatement whatsoever **AND** the Developer doth hereby transfer and convey unto the Lessee all right title and interest of the Developer in the said unit more fully and particularly described in the **Schedule III** hereunder written alongwith an undivided proportionate indivisible and impartible share in the common portions more fully and particularly stated in **Part I & II** of **Schedule IV** hereunder written and the Properties Appurtenant Thereto free from all encumbrances, trusts, lispendens and attachments whatsoever **TO HAVE AND TO HOLD** the said Unit more fully and particularly described in the **Schedule III** hereunder written alongwith an undivided proportionate indivisible and impartible share in the common portions more fully and particularly stated in **Part I & II** of **Schedule IV** hereunder written and the Properties Appurtenant Thereto **SUBJECT TO** the observance and performance by the Lessee of all terms conditions and covenants hereunder written alongwith an undivided proportionate indivisible and impartible share in the common portions more fully and particularly stated in **Part I & II** of **Schedule IV** hereunder written and the Properties Appurtenant Thereto in terms of and in the manner contained therein.

II. THE LESSEE CONVENANTS WITH THE LESSOR AND THE DEVELOPER AS FOLLOWS :

- a. To pay annual rent at the rate of Re. 1/- per sq ft. of the Super Built up Area [hereinafter referred to as “**GROUND RENT**”] from the year of possession of the unit or the execution of this Indenture whichever is earlier, Provided that the rate of ground rent payable by the Lessee is liable to change in the event of change of policy of the Lessor;
- b. In default of payment of ground rent as provided herein the Lessee shall be bound to pay, in addition to the arrear rent, interest at the rate of 10% per annum on the amount of the ground rent in arrear from the date of default till the date of payment and the arrear with interest payable thereon shall be realizable as a Public demand under the Bengal Public Demand Recovery Act, 1913 or any Statutory modification thereof for the time being in force;

- c. To bear/pay and discharge all existing and future rates, taxes, assessments, duties and other impositions and outgoings whatsoever imposed or charged in respect of the said unit and the Parking Space and/or Roof/Lawn Space, if any, more fully and particularly described in the **Schedule III** hereunder written alongwith an undivided proportionate indivisible and impartible share in the common portions more fully and particularly stated in **Part I** and **II** of **Schedule IV** hereunder written and the properties appurtenant thereto or payable in respect thereof from the date of receiving possession or execution of these presents whichever is earlier;
- d. The Lessee has received peaceful and vacant possession of the said unit and the Parking Space and/or Roof/Lawn Space, if any, as recorded in the letter of possession and the lease shall be deemed to commence from such date or from the date of execution of these presents whichever is earlier.
- e. To use the said unit and the Parking Space, if any, more fully and particularly described in the **Schedule III** hereunder written alongwith an undivided proportionate indivisible and impartible share in the common portions more fully and particularly stated in **Part I** and **II** of **Schedule IV** hereunder written and the properties appurtenant thereto for Residential purposes only and for no other purpose whatsoever;
- f. Not to make any structural additions and alterations to the Said Unit and the Parking Space and/or Roof/Lawn Space, if any, except with prior approval of Lessor;
- g. Not to engage in any activity in the said unit and the Parking Space and/or Roof/Lawn Space, if any, more fully and particularly described in the **Schedule III** hereunder written alongwith an undivided proportionate indivisible and impartible share in the common portions more fully and particularly stated in **Part I** and **II** of **Schedule IV** hereunder written and the Properties Appurtenant Thereto which are offensive obnoxious or injurious to public health;
- h. Not to assign, underlet, or part with possession of the said unit and the Parking Space and/or Roof/Lawn Space if any, more fully and particularly described in the **Schedule III** hereunder written alongwith an undivided proportionate indivisible and impartible share in the common portions more fully and particularly stated in **Part I** and **II** of **Schedule IV** hereunder written and the properties appurtenant thereto save with prior consent of the Lessor obtained in writing. The Lessor shall have the right to impose such conditions as it may think fit in case it decides to consent to the Lessee assigning his right, title and/or interest in the said unit and the Parking Space and/or Roof/Lawn Space, if any, more fully and particularly described in the **Schedule III** hereunder written alongwith an undivided proportionate indivisible and impartible share in the

common portions more fully and particularly stated in **Part I** and **II** of **Schedule IV** hereunder written and the Properties Appurtenant Thereto;

- i. Not to mortgage or charge the said unit and the Parking Space and/or Roof/Lawn Space, if any, more fully and particularly described in the **Schedule III** hereunder written alongwith an undivided proportionate indivisible and impartible share in the common portions more fully and particularly stated in **Part I** and **II** of **Schedule IV** hereunder written and the properties appurtenant thereto without the previous consent in writing of the Lessor;
- j. If a lessee dies intestate or after making any bequest of the said unit and the Parking Space and/or Roof/Lawn Space, if any, in favour of any person and/or persons other than the members of a family of immediate blood relations namely, wife/husband, sons, daughters, father, mother, brothers and sisters of full blood of the lessee only AND in the event of grant of probate in respect of such testamentary dispositions the same will be accepted by the Lessor (on payment of fees, including difference of land premium to be fixed by the Lessor from time to time as applicable at such time), in favour of the person to whom the bequest has been made;
- k. No transfer of the said unit and the Parking Space and/or Roof/Lawn Space, if any, more fully and particularly described in the **Schedule III** hereunder written alongwith an undivided proportionate indivisible and impartible share in the common portions more fully and particularly stated in **Part I** and **II** of **Schedule IV** hereunder written and the Properties Appurtenant Thereto shall be made except with prior permission in writing issued by the Lessor and subject to the payment of requisite transfer fee, including difference of land premium, and the said Lease and/or Transfer shall be governed on the terms and conditions as contained herein. Any bequest in favour of any person other than those specified hereinabove shall be treated as a transfer of leasehold right of the Lessee in respect of the said unit;
- l. Should the Lessee die after having made a bequest in favour of more than one person or die intestate leaving more than one heir then, then and in that event, the persons to whom the said unit and the Parking Space and/or Roof/Lawn Space, if any, is bequeathed or the heirs or the successor-in-interest of the Lessee as may be approved by the competent court or otherwise, as the case may be, shall hold the said unit and the Parking Space and/or Roof/Lawn Space, if any, jointly without having any right to have partition of the same by metes and bounds or they shall nominate one person from amongst them in whom the same shall vest;
- m. To bear and pay all expenses incurred in respect of preparation, execution and registration of these presents including the stamp duty and registration fees payable therefore;

- n. Not to use the said unit and the Parking Space and/or Roof/Lawn Space, if any, and the Properties Appurtenant Thereto or allow the same to be used for any unhygienic illegal or immoral purposes or to be used as to cause any annoyance or inconvenience to the occupiers of adjoining or neighboring units in Shristinagar;
- o. To keep the Said Unit and the Parking Space and/or Roof/Lawn Space, if any, in clean and sanitized condition and in a proper state of repair and in a habitable condition at the cost of the Lessee;
- p. To observe, perform and comply with all requisitions as may from time to time be made by the Government or any Local or Statutory Body to the Lessee in respect of the said unit and the Parking Space and/or Roof/Lawn Space, if any, and the Properties Appurtenant Thereto;
- q. Not to sub-divide the said unit and the Parking Space and/or Roof/Lawn Space, if any, and the Properties Appurtenant Thereto and/or claim partition thereof;
- r. Not to construct or allow the construction of any structure in any part of the said unit and the Parking Space and/or Roof/Lawn Space, if any, and the Properties Appurtenant Thereto for use as a place of public worship;
- s. To keep the said unit and the Parking Space and/or Roof/Lawn Space, if any, and Properties Appurtenant Thereto clean and free from all sorts of nuisance and not to allow heavy accumulation of water on it;
- t. To yield up the said unit and the Parking Space and/or Roof/Lawn Space, if any, and the Properties Appurtenant Thereto at the determination of the lease in accordance with the covenants herein contained;
- u. To pay the proportionate charges for the lighting of street lights in and around TOWN HOUSE complex and the proportionate cost for the maintenance of the pumps for the supply of water, sewerage to the said apartment and the Properties Appurtenant Thereto at such rates as will be fixed by the Government or, any other appropriate authority as the case may be.
- v. The Lessee admits and accepts that all the common areas, services and facilities such as roads, water system, drainage, garbage disposal, landscape, sewerage treatment plant and sewerage system etc. in the said complex shall remain the property of the Lessor who shall be the solely responsible for their maintenance and management. The Lessor shall be entitled to transfer all such facilities to Asansol Municipal Corporation and in case of such transfer the said Asansol Municipal Corporation shall be responsible for

their maintenance and Management. The Lessee hereby undertakes to pay proportionate charges for the maintenance of the common areas mentioned above to the Lessor or, to the said Asansol Municipal Corporation as the case may be, at such rates as may be fixed from time to time by the concerned authority. And the Lessee further undertakes to pay all charges for supply of water and/or consumed by the Lessee as may be fixed by the concerned authority.

- w. The Lessee admits and accepts that the entire electricity distribution network of said complex (including all related equipments) shall, in due course of time, be transferred to the Electricity provider Company. Upon such transfer, such distribution system shall become the property of the said Electricity provider Company, who shall be solely responsible for its maintenance and management and the Lessee hereby undertakes to pay all charges for the electricity at such rates as may be fixed by the said Electricity provider Company from time to time.
- x. The Lessee admits and accepts that the entire electricity distribution network of said complex (including all related equipments) shall, in due course of time, be transferred to the Electricity provider Company. Upon such transfer, such distribution system shall become the property of the said Electricity provider Company, who shall be solely responsible for its maintenance and management and the Lessee hereby undertakes to pay all charges for the electricity at such rates as may be fixed by the said Electricity provider Company from time to time.
- y. To allow persons authorized by the appropriate authority to inspect, repair and clear the sewer lines and manholes or to do any other work in connection therewith within the said unit more fully and particularly described in the **Schedule III** hereunder written alongwith an undivided proportionate indivisible and impartible share in the common portions more fully and particularly stated in **Part I and II of Schedule IV** hereunder written and the properties appurtenant thereto without any obstruction or hindrances;
- z. The Lessee has taken inspection of the Plans (including the layouts/schematic plans) of the said unit and the lessee is satisfied as to the construction thereof and the condition and description of all fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the Said Unit and as to the nature, scope and extent thereof;
 - aa. The Lessee confirms that no complaint regarding design, layout, accommodation, specifications, fittings and fixtures etc. and regarding amenities provided in the said unit and the Parking Space and/or Roof/Lawn Space, if any, more fully and particularly described in the **Schedule III** hereunder written alongwith an undivided proportionate indivisible and

impartible share in the common portions more fully and particularly stated in **Part I and II of Schedule IV** hereunder written and the Properties Appurtenant Thereto shall be entertained by the Lessor or the Developer after execution of these presents;

- bb. The Lessee shall not, at any time, claim partition of the Common Portions more fully and particularly described in **Part I and II of Schedule IV** hereunder written;
- cc. The Lessee shall apply for and have the said unit and the Parking Space and/or Roof/Lawn Space, if any, more fully and particularly described in the **Schedule III** hereunder written alongwith an undivided proportionate indivisible and impartible share in the common portions more fully and particularly state in the **Part I and II of Schedule IV** hereunder written and the Properties Appurtenant Thereto separately assessed and mutated in the name of the Lessee by the concerned Municipal Authority;
- dd. Until separate assessment of the said unit and the Parking Space and/or Roof/Lawn Space, if any, and the Properties Appurtenant Thereto is made, the Lessee shall pay the proportionate share of the taxes and impositions (which includes Land Revenue, Municipal Rates and Taxes, Municipal Surcharge, Betterment Fees, Water Tax and/or taxes of similar nature and/or any other new taxes as may be imposed from time to time) levied on the said unit more fully and particularly described in **Schedule II** hereunder written.
- ee. The Lessee shall at its own costs and expenses ;
 - i. Keep the said unit and the Parking Space and/or Roof/Lawn Space, if any, and all fixtures and fittings therein properly maintained and in good repair and in a neat and clean condition and as a decent and respectable place;
 - ii. Use the common portions more fully described in **Part I and II of Schedule IV** carefully, peacefully and quietly and only for the purposes for which they are meant without causing any disturbances to the other unit holders and inhabitants of Shristinagar;
 - iii. The Lessee shall not claim any exclusive right over the common portions more fully and particularly described in **Part I and II of Schedule IV** hereunder written.

III. THE LESSOR DOTH HEREBY COVENANT AND THE DEVELOPER DOTH HEREBY CONFIRM WITH THE LESSEE AS FOLLOWS

Upon the Lessee paying the ground rent reserved and observing and performing the several covenants and stipulations herein contained, the Lessee shall peaceably hold and enjoy the Said Unit and the Parking Space and/or Roof/Lawn Space, if any, and the Properties Appurtenant Thereto during the term reserved herein without any interruption by the Lessor or any person rightfully claiming under or in trust for the Lessor.

IV. THE DEVELOPER DOTH HEREBY COVENANT AND THE LESSOR DOTH HEREBY CONFIRM WITH THE LESSEE AS FOLLOWS:

- a. The Developer has full power and authority to transfer and convey the said unit and the Parking Space and/or Roof/Lawn Space, if any, more fully and particularly described in the **Schedule III** hereunder written alongwith an undivided proportionate indivisible and impartible share in the common portions more fully and particularly stated in **Part I and II of Schedule IV** hereunder written and the Properties Appurtenant Thereto and the rights transferred herein to the Lessee;
- b. The Developer shall, at the cost and request of the Lessee, do all such acts and execute all such documents as may be required for more perfectly assuring the said unit and the Parking Space and/or Roof/Lawn Space, if any, more fully and particularly described in the **Schedule III** hereunder written alongwith an undivided proportionate indivisible and impartible share in the common portions more fully and particularly stated in **Part I and II of Schedule IV** hereunder written and the Properties Appurtenant Thereto unto the Lessee and shall also produce all relevant documents and papers, at the request of the Lessee;

V. PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED AS FOLLOWS :

- i) If the ground rent hereby reserved or any part thereof shall remain unpaid for 90 (ninety) days after becoming payable (whether formally demanded or not) or if any covenant on the Lessee's part herein contained shall not be performed or observed or if the Lessee or other person in whom for the time being the term hereby created vests shall become bankrupt, insolvent or go into liquidation then, and in any of the said cases, it shall be lawful for the Lessor at any time thereafter to determine these presents and re-enter upon the said unit and the Parking Space and/or Roof/Lawn Space, if any, or any part thereof in the name of the whole and thereupon these presents shall absolutely determine but without prejudice to the right of action of the Lessor in respect of any breach of Lessee's covenants herein contained.

- ii) Any notice to the Lessee required to be served on the Lessee by way of request/demand or otherwise howsoever may be given by the Lessor by leaving the same at or sending the same by Post at the address of the Lessee herein mentioned and any notice sent by post shall be deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by the Lessor's officer-in-charge of the Dispatch Department that the envelope was duly posted shall be conclusive;
- iii) All sums payable by the Lessee to the lessor under these presents shall be recoverable as a public demand under the Bengal Public Demand Recovery Act or any statutory modifications thereof for the time being in force;
- iv) In case of determination of the demise created by these presents by surrender of the lease, the premium paid by the Lessee for the said unit and the Parking Space and/or Roof/Lawn Space, if any, more fully and particularly described in the **Schedule III** hereunder written along with an undivided proportionate indivisible and impartible share in the common portions more fully and particularly stated in **Part I and II of Schedule IV** hereunder written and the Properties Appurtenant Thereto shall be refunded to the Lessee provided that the said unit and the Parking Space and/or Roof/Lawn Space, if any, more fully and particularly described in the **Schedule III** hereunder written along with an undivided proportionate indivisible and impartible share in the common portions more fully and particularly stated in **Part I and II of Schedule IV** hereunder written and the Properties Appurtenant Thereto are surrendered in the same condition in which it was transferred subject to reasonable wear and tear. However, the Lessor has right to deduct an amount of 5% (five percent) of the premium paid by the Lessee or such enhanced amount as may be decided by the Lessor from time to time as administrative cost for such surrender.

THE SCHEDULE I ABOVE REFERRED TO

ALL THAT piece and/or parcel of land measuring in total an area of 89.67 (Eighty Nine point six seven) Acres, more or less comprising of C.S. Plot No. 1709(P), 1711, 1712(P), 1713 to 1728, 1977 and 1978 of Mouza – Ganrui, J.L. No. 12, and Plot Nos. 389(P), 391(P), 392(P), 388(P),

395(P), and 396 Mouza – Gobindapur, J.L. No. 18, and Plot Nos. 368 Mouza – Gopalpur, J.L. No. 10 and Plot Nos. 3 to 5, 7, 7/519, 7/520, 7/521, 7/522, 7/523, 7/524, 7/525, 7/526/ 7/527, 8 to 11, 12(P), 13(P), 15(P), 16(P), 17(P), 18(P), 19, 19/390, 19/393, 19/394, 19/395, 19/396, 19/397(P), 19/399, 20, 20/402, 21(P), 46(P), 117(P), 118 to 121, 121/465, 122, 123(P) Mouza – Kumarpur, J.L. No. 19. All plots under Police Station Asansol (North & South), Kanyapur Satellite Township, Sub-Registry Office – Asansol District - Burdwan within the jurisdiction of Asansol Municipal Corporation and butted and bounded as follows :

ON THE NORTH : Land of ADDA, 60 ft wide road and Partly by Kanyapur Polytechnic Collage ;

ON THE SOUTH : Partly Kumarpur Village and land of Eastern Railway;

ON THE EAST : By Central Excise Quarters and Karunamoyee Housing

ON THE WEST : By land of ADDA and Lunia Khal.

THE SCHEDULE II ABOVE REFERRED TO

(19.676 Acres) – Phase IC

ALL THAT piece and parcel of land measuring **19.676 Acres** approximately more or less contained in Plot No. 368 of Mouza – Gopalpur, J. L. No. 10 and plot Nos. 3, 4, 5, 7, 7/519, 7/520, 7/521, 7/522, 7/523, 7/524, 7/525, 7/526, 7/527, 8 (P), 9 (P) 19/390 (P) of Mouza – Kumarpur, J. L. 19 all plots under Police Station - Asansol (North & South), Kalyanpur Satelite Township, Sub-Registry Office: Asansol, District: Burdwan within the jurisdiction of Asansol Municipal Corporation and butted and bounded as follows :

ON THE NORTH : Vacant Land and Lunia Khal.

ON THE SOUTH : Land of Eastern Railway.

ON THE EAST : Land of Phase 1A.

ON THE WEST : Vacant Land.

THE SCHEDULE III ABOVE REFERRED TO

(SAID UNIT)

ALL THAT the Unit No. ___ & ___, on the ___ & ___ Floor having super built up area of ___ square feet (unit no- ___ on the ___ floor measuring ___ square feet and unit no- ___ on the ___ floor measuring ___ square feet) more or less **in Town House Phase II, Type ___ , Building No. ___**, a Residential Building of Integrated Township at **Shristi Nagar, Sen Raleigh Road**, situated at the land described in the **Schedule II** as delineated on the plan annexed hereto and bordered in colour **Red** thereon along with the infrastructure as specified herein below :

Infrastructures :

- a) RCC construction;
- b) Brick work, plastering, POP,
- c) Glazing work for doors & windows;
- d) Toilets facilities;
- e) External Electrical Works, HT panel, LT Panel, Cabling up to floor panels;
- f) Staircase with Hand Railing;
- g) External windows, External façade

**PART –II
(PARKING, ROOF/LAWN SPACE)**

Right to use One Covered Car Parking Space admeasuring **135** sq.ft.more or less for a medium sized Motor Car On the Ground Floor, Type ___, Building No. ___, TOWN HOUSE PHASE II and shown in Red Borders in Plan annexed hereto

Together with right to use the Roof Space (without any construction right) situated above the said Unit No. ___& ___ demarcated and shown in Red Borders in Plan annexed hereto.

OR

Together with with right to use the lawn space (without any construction right) in front of Unit No. ___ & _____.

THE SCHEDULE IV ABOVE REFERRED TO

Part – I

(Share in specific Common Portion)

Undivided, proportionate, indivisible and impartible share, as be attributable to the Said Unit in ;

1. Staircase of the specified Residential Building of Integrated Township at Shristi Nagar;
2. Corridors of the specified Residential Building of Integrated Township at Shristi Nagar (save inside any Unit);
3. Entrance Lobby of Residential Building;

4. Drains and Sewers of the specified Residential Building of Integrated Township at Shristi Nagar (save inside any Unit);
5. Exterior walls of the specified Residential Building;
6. Electrical wiring and fittings of the specified Residential Building of Integrated Township at Shristi Nagar (save inside any Unit);
7. Overhead water tanks of the specified Residential Building of Integrated Township at Shristi Nagar;
8. Water pipes of the specified Residential Building of Integrated Township at Shristi Nagar (save inside any Unit);

Part – II

(Share in General Common Portion)

Undivided, proportionate, indivisible and impartible share, as be attributable to the said unit, in;

Main Entrance

Fire fighting equipments;

Drains and sewers of the building (save inside any Block);

Boundary wall and Main Gates & other entrance/exit

Main thoroughfare & pathways

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

SIGNED, SEALED AND DELIVERED BY

The Special Officer, Urban Development (T&CP)

Department, Government of West Bengal and on

Behalf of the Governor of West Bengal in the presence of:

SIGNED, SEALED AND DELIVERED BY

The Director of Bengal Shristi Infrastructure

Development Limited at Durgapur

In the Presence of :

SIGNED, SEALED AND DELIVERED BY

The Lessee in the presence of :

Receipt and Memo of Consideration

Received from the within named Lessee the within mentioned sum of **Rs. _____** /- (**Rupees _____**) only towards full and final payment of premium for lease and price for transfer of the said unit and the properties appurtenances thereto, in full, from various bank;

**M/s Bengal Shristi Infrastructure Development Limited
(Developer)**

Witness :

*Drafted as per approved draft of Govt. of West Bengal in
Its Urban Development (T & CP) Department*

DATED THIS DAY OF

B E T W E E N

THE GOVERNOR OF WEST BENGAL

..... LESSOR

BENGAL SHRISTI INFRASTRUCTURE DEVELOPMENT LTD

.....DEVELOPER

-AND-

.....LESSEE

DEED OF LEASE

**UNIT NO: __ & __, __ & __ FLOOR
TYPE “__”, BUILDING NO. __, TOWN HOUSE PHASE II
PHASE- 1C, SHRISTINAGAR,
ASANSOL – 713305, DIST. PASCHIM BARDHAMAN
WEST BENGAL**

