

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

BETWEEN

(1) **THE GOVERNOR OF WEST BENGAL** represented by Mr. [•] being Special Officer, Urban Development (Town & Country Planning) Department, Govt. of West Bengal and Chief Executive Officer, Asansol Durgapur Development Authority (having PAN AAALA0733G), having its office at ‘City Centre’, Durgapur – 713216, District Burdwan, 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

(2) **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 “**PROMOTER/DEVELOPER**” [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 Mr. Jai Narayan Jha, signatory of the **SECOND 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 **THIRD 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 **THIRD PART**.

(* *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 **THIRD 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 **THIRD PART**.

The Lessor, the Developer and the Allottee are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

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 **89.67 acres** 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 27th July, 2010 [hereinafter referred to as the **“Supplemental Development Agreement”**], whereby for easy mode of constructional operation the project has been divided into several phases and the Developer herein started development work of an area of **21.478 acres** being **Phase 2 of Shristinagar** morefully and particularly described in **Schedule IA** hereunder written [hereinafter referred to as **“the said portion of the said land”**] out of the said land admeasuring 89.67 acres morefully and particularly described in 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, CD volume No. 27, Pages 1967 to 2001, being No. 9477 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. Subsequently, the Developer demarcated a portion of the Phase II Land admeasuring an area of about [•] acres (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 as Annexure – A) for the purpose of building thereon a residential project comprising two Towers i.e. Tower I and II each consisting of 48 two bedroom and 48 three bedroom apartments aggregating to 192 Apartments together with car parking spaces, common areas, amenities and facilities collectively known as SANGATI PHASE I (hereinafter referred to as the **“Project”**).
- 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 2 of Shristinagar by constructing residential buildings consisting of numerous towers together with all common portions, areas, parts, amenities and facilities namely **SANGATI** including land areas as are common between **SANGATI** and any other building within **Phase 2**. Developer has presently developed land measuring [•] morefully described in **Schedule II** comprised of Tower 1 and 2 known as SANGATI PHASE I within Phase 2 of Shristinagar, Asansol.
 - d. Obtained sanctioned Building plan (**Memo No. [•]dated [•]**) for construction of 2 Towers namely TARANG Tower 1 and 2 with in **Phase 2** of Shristinagar, Asansol from the Asansol Municipal Corporation.
 - e. Proceeded with and nearly completed the development of Tower 1 and 2 in accordance with the development scheme;
 - f. Demarcated and/or defined the residential buildings as **SANGATI PHASE I**.
- Q.** The Lessee has applied for allotment of a residential unit in Sangati Phase I.
- R.** Pursuant to such application being made by the Lessee, the Developer, by its letter dated **23.01.2018** [hereinafter referred to as the “**Provisional Allotment Letter**”] and , agreed to provisionally allot to the Lessee type [•], apartment no. [•] having Carpet Area of [•] square feet, exclusive balcony having an area of [•] square feet and exclusive terrace having an area of [•] square feet, on [•] floor in Tower No. [•] (“**Building**”), along with car parking space admeasuring approximately [•] square feet on the ground level (hereinafter collectively referred to as the “**Apartment/the said Unit**” and as more fully and particularly described in the **Schedule III**. Subsequently, the Parties executed an agreement to lease dated [•] for the said Apartment (“**ATL**”), on the terms and conditions set out therein and in accordance with Applicable Laws. The said ATL has been registered in the office of [•] and recorded in Book No. [•], CD Volume No. [•], Pages [•] to [•], being No. [•] for the year [•].
- S.** The Developer had received the occupancy certificate / completion certificate bearing No. [•] dated [•] from Asansol Municipal Corporation and 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 unit and the Lessee has agreed to accept a lease of 99 years in respect of the 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 ATL, as per the Possession Letter dated **31.05.2018** 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 **SANGATI, Tower - [•]** residential building 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, lispens 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**”] 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, 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, 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, if any, except with prior approval of Lessor;
- g. Not to engage in any activity in the said unit and the Parking 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 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, 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 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, 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;
- i. Not to mortgage or charge the said unit and the Parking 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 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, 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, 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, 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, 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 and charges including documentation charges payable therefore;
- n. Not to use the said unit and the Parking 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, 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, if any, and the Properties Appurtenant Thereto;
- q. Not to sub-divide the said unit and the Parking 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, 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, 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, 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 near SANGATI 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 Developer, Association or the Facility Management Company, Government or, any other appropriate authority as the case may be.
- v. The Lessee hereby undertakes to pay proportionate charges for the maintenance of the common areas mentioned above to the Lessor, Developer, Association, Facility Management Company 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 the said complex (including all related equipments) shall, in due course of time, be transferred to the Electricity Distribution Company. Upon such transfer, such distribution system shall become the property of the said Electricity Distribution 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 Distribution Company from time to time.
- x. The Lessee admits and accepts that the entire street lighting network of the said complex(including all related equipments) shall, in due course of time be transferred to Asansol Municipal Corporation. Upon such transfer, such distribution system shall become the property of the said Asansol Municipal Corporation, who shall be solely responsible for its maintenance and management and the Lessee hereby

undertakes to pay all charges for the share of the electricity consumption to Asansol Municipal Corporation at such rates as may be fixed by the said Asansol Municipal Corporation 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, 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, 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, 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 Land 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, 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, 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, if any, more fully and particularly described in the **Schedule III** hereunder written in favour of the Lessee 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 in favour of Association;
- b. In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per this Agreement relating to the Apartment, is brought to the notice of the Developer by the Lessee, within a period of five (5) years by the Lessee, from the date of handing over of possession to the Lessee, the Developer shall be responsible to rectify such defects without further charge within 30 (thirty) days and in the event of the Developer's failure to rectify such defects within such time, the aggrieved Lessee shall be entitled to receive appropriate compensation in the manner as provided in the Act. Provided that, the Developer shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Lessee or any authority or third party over whom the Developer has no control or any defect or deficiency which is not attributable to the Developer. Provided further that, the Developer shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in a structural defect. Notwithstanding anything stated hereinabove, the Developer shall not be liable for defects pertaining to the following:
- (a) Equipment (including but not limited to, lifts, generators, motors, sewerage treatment plants, transformers and gym equipment) which carry manufacturer's guarantees for a limited period;
 - (b) Fittings relating to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear;
 - (c) Allowable structural and other deformations including expansion quotient; and
 - (d) Works such as painting, which are subject to wear and tear.
- c. 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, if any, unto the Lessee 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 Association 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, 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, 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 refunded to the Lessee provided that the said unit and the Parking 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 IA ABOVE REFERRED TO

(21.478 Acres) - Phase 2

ALL THAT piece and parcel of land measuring 21.478 Acres approximately more or less contained in Plot Nos. 1709(P), 1711, 1712(P), 1713, 1714, 1715, 1716, 1717, 1718, 1719(P), 1720(P), 1721(P), 1977, 1978 of Mouza – Ganrui, J. L. No. 12 and Plot no.

389(P), 391(P), 388(P) of Mouza – Gobindapur, J. L. No. 18 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** : By Land of ADDA & Kanyapur Polytechnic
- ON THE SOUTH** : By Land of Phase 1B
- ON THE EAST** : By Land of ADDA and Road
- ON THE WEST** : By Lunia Khal.

THE SCHEDULE II ABOVE REFERRED TO

ALL THAT piece and parcel of land admeasuring [•] out of Phase II land described in Schedule IA herein above, delineated and demarcated in red colour in plan annexed hereto as Annexure – A

- ON THE NORTH** : By land of ADDA and external road.
- ON THE SOUTH** : By land of Phase II.
- ON THE EAST** : By Lunia Khal.
- ON THE WEST** : By By land of Phase II for future development of Sangati.

THE SCHEDULE III ABOVE REFERRED TO

(SAID UNIT)

ALL THAT Apartment No. [•] on [•] floor of the Tower No. [•] having Carpet Area of [•] square feet, exclusive balcony having an area of [•] square feet and exclusive terrace area of [•] square feet and Super Built Up Area of [•] square feet, comprising of [•] Bedroom, [•] Kitchen, [•] Bathroom, living cum dining, and [•] , together with a *pro rata* leasehold interest in the Common Areas as described in the Schedule IV to this Agreement. The floor plan of the said apartment is delineated and demarcated in green colour in plan annexed hereto as Annexure – B along with the specifications / infrastructure as specified herein below :

Infrastructures :

Structure	Earthquake resistant R.C.C. framed Construction	
Walls	External Walls 250 mm / 200 mm Internal Walls 125 mm / 100 mm	
Wall	Internal	Plaster of Paris / Putty over the Plastered surfaces
Finishing	Corridor, Lobby External	2 Coats of acrylic Plastic paint over a coat of primer over POP surface Painting – 2 Coats of weather shield paint over cement primer

	Living Room and Bedroom	Vitrified tiles / Ceramic tiles
KITCHEN		
Floor	Anti-skid ceramic tiles	
Dado	Glazed ceramic tiles up to 2 ft height above kitchen counter	
Counter	Granite of required shade	
Sink	Stainless steel sink with drain board	
TOILET		
Floor	Anti-skid ceramic tiles	
Dado	Glazed ceramic tiles	
WC	European type – white	
Washbasin	Ceramic	
Hardware	C.P. [Provision of geyser point [without geyser] in all the toilets]	
Fittings		
Doors	Laminated / Painted flush door	
Window	Aluminium windows	
Electricals	Concealed wiring with PVC Conduits and Modular switches of reputed brand	
Common Areas		
Lobby	Vitrified Tiles / Marble	
Staircase ,		
Corridors	Tiles / Kota	
Car Parking	Ironite flooring	
Lift	Automatic lifts of reputed brand in all the buildings	

**PART –II
(PARKING SPACE)**

One Car Parking Space admeasuring [•] for parking a medium sized Motor Car on the ground floor/in front of Tower-[•], SANGATI

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 apartment in ;

1. Staircase of the Building;
2. Corridors of the Building (save inside any Unit);
3. Entrance Lobby of the Building ;
4. Drains and Sewers of the Building and the project (save inside any Unit);

5. Exterior walls of the Building;
6. Electrical wiring and fittings of the common areas of the (save inside any Unit);
7. Overhead water tanks of the Building;
8. Water pipes of the building Building (save inside any Unit);

Part – II

(Share in General Common Portion)

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

The Project Land

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 Presence of:

SIGNED, SEALED AND DELIVERED BY

The Director of Bengal Shristi Infrastructure
Development Limited at [•]
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 appurtenant thereto, in full, in the following manner :

<u>Cheque/DD No</u>	<u>Date</u>	<u>Bank</u>	<u>Amount</u>
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Total Rs. [·].00
=====

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

Witness :

ANNEXURE - A

PLAN OF THE SAID LAND

ANNEXURE - B

FLOOR PLAN OF APARTMENT

DATED THIS DAY OF

BETWEEN

THE GOVERNOR OF WEST BENGAL
.....LESSOR

BENGAL SHRISTI INFRASTRUCTURE DEVELOPMENT LTD
.....DEVELOPER

AND

SRI./SMT. [•]
.....LESSEE

DEED OF LEASE

**UNIT NO : [•],
TOWER [•], SANGATI
PHASE – 2, SHRISTINAGAR
ASANSOL – 713305, DIST. - PASCHIM BARDHAMAN
WEST BENGAL**

