

## **INDENTURE OF LEASE**

THE GOVERNOR OF WEST BENGAL, represented by the Special Officer, Urban Development (Town & Country Planning) Department, Government of West Bengal having its office at City Centre, Durgapur-713216, District:- Burdwan, West Bengal, hereinafter called the "LESSOR" (which expression shall, unless otherwise repugnant to the context be deemed to mean and include its legal representatives, successors-in-office and assigns) of the FIRST PART,

AND

SHRI / SMT \_\_\_\_\_ son/  
daughter/wife of \_\_\_\_\_ resident of aged about  
\_\_\_\_\_ years, by faith \_\_\_\_\_ by occupation  
\_\_\_\_\_ hereinafter called the  
"LESSEE" (which expression shall, unless otherwise repugnant to the context be deemed to mean and include his/her heirs, legal representatives, successors-in-interest, executors and assigns) of the OTHER PART.

### **WHEREAS**

A. on or about 23<sup>rd</sup> January, 1960 the Heavy Engineering Corporation Limited was delivered possession of 276.85 acres of land in Mouza Gopinathpur in the District of Burdwan, by the Government of West Bengal for the purpose of setting up township for its employees. Later on or about 26<sup>th</sup> May, 1960 Government of West Bengal delivered possession of a further 546.146 acres of land to the said Heavy Engineering Corporation Limited for the aforesaid purpose.

B It would thus transpire from the above that a total quantum of 823.31 acres of land was delivered to the said Heavy Engineering Corporation Limited for setting up of township.

C On and from 1<sup>st</sup> April, 1965 the Mining and Allied Machinery Corporation Limited (a Government of India Enterprise) being a company within the meaning of Companies Act, 1956 (now in liquidation) took over from the said

Heavy Engineering Corporation Limited the Coal Mining Machinery Project at Durgapur with all its assets and liabilities. The Mining and Machinery plant, a constituent of the Heavy Engineering Corporation Limited was registered as a separate company under the name of Mining and Allied Machinery Corporation (now in liquidation).

D. From time to time between 1<sup>st</sup> April, 1965 to 25<sup>th</sup> May, 1985 Mining and Allied Machinery Corporation Limited (now in liquidation), hereinafter referred to as the said company (now in liquidation) had surrendered various portions of the aforesaid land and finally retained possession of 474.91 acres of land for the purpose of township of the company (now in liquidation) and the lease deed was executed for the aforesaid land on 25<sup>th</sup> May, 1985 on certain terms and conditions as envisaged therein as shown in Schedule A, Part I.

E. On or about 25<sup>th</sup> May, 1985 Lease Deed was executed in favour of the Mining and Allied Machinery Corporation (now in liquidation) by the Special Officer, Town and Country Planning Department, Government of West Bengal for and on behalf of the Governor of the State of West Bengal for setting up of township. The aforesaid lease was granted for a fixed term of 60 years.

F. On or about 1964 **Heavy Engineering Corporation Limited** took over the possession of land measuring about 431.97 acres of land from Durgapur Steel Plant. These lands were relinquished in favour of L & LR Department, Government of West Bengal by Durgapur Steel Plant in 1973 with a request to regularise the land in favour of the MAMC Limited (now in liquidation) "on account" payment of Rs.5.00 lac was made in favour of the Durgapur Steel Plant by the Mining and Allied Machinery Corporation Limited (now in liquidation). Out of the said 431.97 acres of land, an area of 307.97 acres was retained by the Company for proper plan of its township, details as shown in Part II of Schedule A.

G. Sometimes on or about 14<sup>th</sup> October, 1992 the said Company in liquidation made a reference to the Board for Industrial and Financial Reconstruction (hereinafter referred to as the BIFR). Under the provisions of Section 3(0) of the Sick Industrial (Special provisions) Act, 1985, (hereinafter

referred to as the said Act) the said Company in liquidation had been declared as a sick company.

H During the pendency of the aforesaid proceedings before the BIFR the Company realized that it was no longer possible for the said Company (now in liquidation) to come out of sickness and/or restart normal functioning. Consequent upon the aforesaid, the Company in liquidation decided to hive off its employees from its roll by introducing a voluntary retirement/voluntary separation scheme.

I. Obviously, the voluntary separation and/or voluntary retirement of the employees from the said Company in liquidation did not resolve the problem of the company in liquidation in so far the same related to maintenance of the township wherein the said Company in liquidation had allotted quarters to several of its employees. Rather, with reduced economic strength of such employees, the problem of maintenance became more acute and persistent.

J. In such circumstances to resolve such problem the said Company in liquidation proposed to enter into Licence Agreements with all such individual Ex-Employees of the said Company in liquidation who were occupying the quarters of the said Company in liquidation. For the aforesaid purpose from time to time the said Company in liquidation had issued circulars which laid down the basis of such arrangement and were intended to govern the employees and the said company as Licensees and Licensor.

K. On 3<sup>rd</sup> June, 1999 Circular No. 11 of 1999 was issued by the said Company in liquidation indicating therein that the Ex-Employees of the Company would be entitled to retain the quarters by execution of Licence Agreement and/or by retaining security deposit with the management of the said Company in liquidation.

L. Subsequently on 17<sup>th</sup> June, 1999 a Corrigendum to the Circular No. 11/1999 dated 3<sup>rd</sup> June, 1999 was issued. As per conditions laid down in such Circular, the Exemployees of the said Company (now in liquidation) who were residing in the quarters of the Company within the township area were required

to maintain security deposits and/or such security deposits were to be withheld from the ex-gratia amount payable to such employees.

M. Thereafter, a further Circular was issued by the said Company in liquidation on 27<sup>th</sup> September, 1999.

N. On or about 29<sup>th</sup> June, 2001 the BIFR decided that the said Company in liquidation was unlikely to make its net worth exceed its accumulated losses and it was accordingly proposed in public interest that the said Company in liquidation should be wound up.

O. The said opinion of the Board was unsuccessfully challenged by several Unions of workers before the Appellate Authority for Industrial and Financial Reconstruction. By an order dated 13<sup>th</sup> November, 2001 the appeal was dismissed and the matter was referred to the Hon'ble High Court, Calcutta.

P. The Hon'ble High Court, Calcutta by order dated 16<sup>th</sup> May, 2002 passed a final order for winding up and directed the Official Liquidator to take possession of the assets of the company in Liquidation forthwith.

Q. By the said order the Hon'ble High Court, Calcutta while exercising its company jurisdiction was also pleased to dismiss the application filed by some retired employees of the company in liquidation for postponing the winding up order.

R. On or about 20<sup>th</sup> May, 2002 an appeal was preferred against the aforesaid order dated 16<sup>th</sup> May, 2002 by the retired employees of the company in liquidation. While hearing the stay application in connection with the appeal on 28<sup>th</sup> June, 2002, the Division Bench of the Hon'ble High Court, Calcutta was pleased to grant an interim stay of the operation of the order dated 16<sup>th</sup> May, 2002.

S. In course of hearing of the appeal as aforesaid, the State of West Bengal submitted a scheme whereby the State of West Bengal offered to accept the township, in satisfaction of the dues of the Asansol Durgapur Development

Authority, Durgapur Municipal Corporation and the Durgapur Projects Limited. Under the said scheme, the State of West Bengal also proposed to assume responsibility of administering the township with the help of the Durgapur Municipal Corporation, the Asansol Durgapur Development Authority and Durgapur Projects Limited.

T. Upon considering such scheme, and after accepting the same the Division Bench of the Hon'ble High Court, Calcutta was pleased to separate the township from the other assets of the company and was pleased to direct the Official Liquidator to take symbolic possession of the township and to make over the same to the authorized representative of the State Government with effect from 1<sup>st</sup> July, 2003 and by executing the Certificate of possession the Asansol Durgapur Development Authority had taken possession of the MAMC Township from the Official Liquidator on 1<sup>st</sup> July, 2003. The Division Bench of the Hon'ble High Court, Calcutta by its order further directed that the dues of the State Government were to be adjusted against the value of the township as on 1<sup>st</sup> July, 2002 after proper valuation to be undertaken by the Official Liquidator in that behalf.

U. Two separate Special Leave Petitions were preferred from the order dated 24<sup>th</sup> June, 2003 one by the Secured Creditor (State Bank of India) and the other by the company in liquidation. The Special Leave Petition filed by the State Bank of India, being SLP (Civil) No. 21756 of 2003, was heard on 12<sup>th</sup> December, 2003 when notice was issued and maintenance of status quo regarding possession of the properties of the company in liquidation was directed.

V. The Special Leave Petition filed by the Company in liquidation was registered as SLP (Civil) No. 1570 of 2004. By an order dated 19<sup>th</sup> January, 2004 the Hon'ble Supreme Court of India was pleased to stay the operation of the order dated 24<sup>th</sup> June, 2003 passed by the Division Bench of the Hon'ble High Court, Calcutta. By the said order the Hon'ble Supreme Court further directed that the Special Leave Petition filed by the State Bank of India to be tagged along with the said Special Leave Petition filed on behalf of the company (now in liquidation).

W. By a further order dated 2<sup>nd</sup> December, 2004 the Hon'ble Supreme Court of India modified its earlier interim order and permitted the State of West Bengal and Asansol Durgapur Development Authority to maintain the township in terms of the directions passed by the Division Bench of the Hon'ble High Court, Calcutta on 24<sup>th</sup> June, 2003.

X. Since then further orders have been passed by the Hon'ble Supreme Court of India.

Y. By an order dated 13<sup>th</sup> January, 2005, the Hon'ble Supreme Court of India permitted the Learned Company Judge of the Hon'ble High Court, Calcutta to proceed with the winding up proceedings, except the township.

Z. Pursuant to and in terms of the directions passed by the Hon'ble Supreme Court of India, by order dated 18<sup>th</sup> March, 2005 the Hon'ble Justice Ashim Kumar Banerjee was inter alia pleased to wind up the Company.

AA. The Special Leave Petition filed by the State Bank of India was finally dismissed by the Hon'ble Supreme Court of India by an order dated 2<sup>nd</sup> May, 2007.

BB. Since then diverse disputes had cropped up between the ex-employees of the Company (in liquidation) represented by three unions of ex-employees of the company (in liquidation) and the Asansol Durgapur Development Authority with regard to payment of licence fees and custody of the amounts deposited by the ex-employees of the company in liquidation.

CC. In view thereof, several applications were filed by Asansol Durgapur Development Authority as well by the said three unions, particulars whereof are set out hereunder:

- (i) C.A. No. 584 of 2007  
MAMC Retired (VRS/VSS) and Superannuating Employees'  
Association of Society & Another

-Versus-

Official Liquidator, High Court, Calcutta & Others.

- (ii) C.A. No. 676 of 2007  
MAMC Township Abasik Welfare Association  
-Versus-  
Mining & Allied Machinery Corporation Limited (now in  
Liquidation) represented by the Official Liquidator.
- (iii) C.A. No. 678 of 2007  
MAMC Praktan Sramik Kalyan Samiti  
-Versus-  
Mining & Allied Machinery Corporation Limited represented by the  
Official Liquidator.
- (iv) C. A. No. 232 of 2008  
Asansol Durgapur Development Authority  
-Versus-  
Mining & Allied Machinery Corporation Limited represented by the  
Official Liquidator.

DD. The Asansol Durgapur Development Authority and the unions acting on behalf of the ex-employees of the Company in liquidation have since resolved the disputes amongst themselves which resulted in a settlement dated 21<sup>st</sup> December, 2010. The said settlement provides the modalities for implementation of the scheme for settlement of disputes which arose in respect of the township of the Company in liquidation between the Asansol Durgapur Development Authority and the unions of the ex-employees of the company in liquidation.

EE. Such settlement has since been brought on record by way of an application filed by the Asansol Durgapur Development Authority being the authorised representative of the State Government, the Lessor being C. A. No. 29 of 2011.

FF. The said application was disposed of by an order dated 19<sup>th</sup> January, 2011 passed by His Lordship The Hon'ble Justice I. P. Mukherjee thereby accepting the settlement arrived at by and between the Asansol Durgapur Development Authority and the unions of ex-employees of the company in liquidation.

GG. For implementation of the approved "Scheme" a notice was issued by Asansol Durgapur Development Authority through Ananda Bazar Patrika, The Telegraph, Ganashakti on 2<sup>nd</sup> March, 2011 and a corrigendum vide Memo.No. ADDA/DGP/11/2006-07/285 dated 01.03.2011 published in same newspaper on 4<sup>th</sup> March, 2011 inviting applications for settlement of Quarters in MAMC Township from eligible Ex-employees giving detailed information in the matter within a stipulated period. The guide line sheet and copy of the Scheme sanctioned by the Hon'ble High Court at Calcutta, by order dated 19<sup>th</sup> January, 2011 in CA No. 29 of 2011 had been provided from the Office of the Town Administrator MAMC Township (under the control of Asansol Durgapur Development Authority), V.K. Nagar, Durgapur-10 for a period of seven days from the date of advertisement;

HH. The Asansol Durgapur Development Authority being the authorised representative of State Government, the Lessor on basis of the aforesaid orders has the absolute right for settlement of the township as per the approved Scheme **on "as is where is whatever there is basis"**.

II. Pursuant to the said notice the Lessee collected the prescribed form being No. \_\_\_\_\_ and submitted the same along with requisite documents on \_\_\_\_\_ for quarter no \_\_\_\_\_;

JJ. On verification of the documents for allotment of the aforesaid quarter Asansol Durgapur Development Authority issued a offer letter vide memo no. dated \_\_\_\_\_

KK. Accordingly in terms of the offer letter and receipt of subsequent



documents from the Lessee a physical inspection was conducted by Asansol Durgapur Development Authority for the process of issuing the allotment letter;

LL. Finally the lessor has issued the letter of allotment against the quarter mentioned in schedule below vide memo no. \_\_\_\_\_ dated\_\_\_\_\_;

**NOW, THEREFORE, THIS INDENTURE OF LEASE WITNESSETH as follows:**

1. Unless the context otherwise requires, the following words and expressions mentioned hereinafter in the Indenture shall have the following meanings, respectively:

(a) "Block" means the Building Block (mentioned in the First Schedule hereinbelow) in the MAMC Township **as shown in Schedule B ;**

(b) "Common portions, facilities and amenities" means the common portions, facilities and amenities in the Block

(c) "Composite Unit" means the Core Unit together with the interest in the common portions, facilities and amenities to the extent that those common portions, facilities and amenities could be enjoyed in common with other Allottees/ Lessees of the Block;

(d) "Core Unit" means the Unit (mentioned in the Second Schedule here-in-below) in the Block **as shown in Schedule C & Plan B.**

(e) "MAMC Township" means the Township set up in Durgapur, District: Burdwan (West Bengal), by the Mining & Allied Machinery Corporation Limited **(now in liquidation) as shown in Schedule A & Plan A ;**

(f) "Modalities" mean the Modalities for implementation of proposed scheme for settlement of disputes in respect of the MAMC Township signed by and among Asansol-Durgapur Development Authority and other parties at Durgapur, District: Burdwan (West Bengal), on the 2<sup>1st</sup> day of December of 2010 (A. D. ) .

(g) "**Financial year**" shall mean the year commencing on the 1<sup>st</sup> day of April.

1. **IN CONSIDERATION OF (a) a sum of Rs \_\_\_\_\_/-  
(Rupees \_\_\_\_\_)**

**being the lease premium (the amount whereof has been paid partly by the lessee before execution of the Lease Deed and paid thereafter at the time of execution of the Lease Deed) paid by the lessee for execution of these presents, the receipt whereof the Lesser doth hereby admit and acknowledge and of all and from the same and every part thereof acquit, release and discharge the lessee** AND IN FURTHER CONSIDERATION OF (b)a lease rent reserved hereunder to be paid by the Lessee to the Lessor AND IN CONSIDERATION ALSO OF (c)the compliance, observance, adherence and performance by the Lessee of the agreements, covenants, obligations and terms and conditions contained herein below on the part of the Lessee, (d)and in consonance with the modalities of settlement of quarters between the lessor and the ex-employees recognised organisation having been accepted by the Hon'ble High Court, Calcutta, the Lessor doth hereby GRANT AND CONFER ON LEASE unto the Lessee ALL THAT the Core Unit TO HOLD AND ENJOY the Core Unit for a term of 99 (ninety-nine) years on "**as is where is whatever there is basis** commencing from the 1<sup>st</sup> day of January of 2011 (A.D.), on the term and condition of yielding and paying therefore unto the Lessor amounting to such, as it is applicable in respect of the LIG/MIG flats leased out by the lessor at City Centre area per square feet (or part thereof) of the Built-up Area of the Core Unit per financial year (or part thereof) during the term contained hereunder, without any deduction or abatement whatsoever, and on such further agreements, covenants, obligations and terms and conditions as are contained herein below **with provisions for renewal as per terms and conditions prevailing at the time of lease.**

2 **THE LESSEE DOTH HEREBY AGREE AND COVENANT WITH THE LESSOR** as follows:

A. Lease Rent :

ii) To pay to the Lessor the Lease a lease rent amounting to such, as it is applicable in respect of the LIG/MIG flats leased out by the lessor at City Centre area per square feet (or part thereof) of the Built-up Area of the Core

Unit per financial year (or part thereof) during the term contained hereunder, without any deduction or abatement whatsoever. PROVIDED THAT the Lessor shall be entitled to enhance the lease rent as per the norms of the lessor prevailing from time to time and the Lessee shall then be bound to pay the same at the enhanced rate without demur.

iii) The Lease rent of

a. the previous financial years has been paid and the current financial year has become payable on the first day of the current financial year and

b. the subsequent financial years shall become payable on the first day of the respective financial years.

iv) The Lease Rent of a financial year shall be paid by the last day of that financial year. In default, the Lessee shall pay, in addition to the arrears of the lease rent, interest @ 10% (ten percent) per annum on the arrears of the lease rent from the date of default till the date of payment and the Lessor shall have right, without prejudice to its any other right reserved hereunder on account of such default, to realise the arrears of the lease rent with interest thereon as a public demand under the Bengal Public Demand Recovery Act or any statutory modification/ replacement (implied or expressed) thereof for the time being in force.

B. To bear, pay and discharge all existing and future rates, taxes, levies, duties, cess, revenues, impositions and other outgoings and claims whatsoever, which are now or shall be at anytime hereafter, charged, levied or imposed upon the Composite Unit or any part thereof by the Government and the municipal and all other public authorities.

C. To carry out repairs of the Core Unit at his/ her own expenses, and of the common portions, facilities and amenities at the proportionate expenses, so that all disrepairs, if any, therein are done away with and the Core Unit and the common portions, facilities and amenities are restored to the original condition.

D. To keep, at his/ her own expenses, the Core Unit, including all doors,

windows and other fittings and fixtures, in good repairs and in neat and clean and habitable condition and free from every sort of nuisance and to comply, observe and adhere to all orders, instructions and requisitions issued in respect of the Core Unit by the Government and the municipal and all other public authorities.

E. To keep, at his/ her own expenses, the Composite Unit, including all water, sanitary, electricity and other fittings, fixtures and installations, in good repairs and in neat and clean and habitable condition and free from every sort of nuisance and to comply, observe and adhere to all orders, instructions and requisitions issued in respect of the Composite Unit by the Government and the municipal and all other public authorities (jointly with co. lessees(when applicable.)Difference, if any to be sorted out by co-lessees.

F. Not to throw dirt, rubbish, litter, rag, night soil or other wastes at any place in the Composite Unit/ Block, except in the designated places therefor; and to dispose of, or cause to be disposed of, those wastes regularly at or through designated public facility and not to unnecessarily accumulate or allow accumulation of those wastes in the Composite Unit/ Block.

G. Not to use, and not to allow anybody to use, the Composite Unit or any part thereof otherwise than for residential use.

H. Also not to carry on, and not to allow anybody to carry on, in the Composite Unit or any part thereof any manufacturing, trading, commerce or business or any calling or profession.

I. Not to commit, and not to allow anybody to commit, in the Composite Unit or any part thereof-

- (a) any nuisance, annoyance or inconvenience or
- (b) any illegal or immoral activity.

J. Not to display, and not to allow anybody to display, any commercial signboard or such other material on the Composite Unit/ Block or any part thereof, without first obtaining express and specific permission to this effect in writing from the Lessor and observing and performing all such terms,

conditions and formalities in this behalf as may be decided, from time to time, by the Lessor.

K. Not to bring, keep or store, and not to allow anybody to bring, keep or store, any contraband thing in the Composite Unit or any part thereof; and not to bring, keep or store, and not to allow anybody to bring, keep or store, in the Composite Unit or any part thereof any inflammable or explosive substance or article, other than the domestic fuel as may be reasonably required for domestic use of the Lessee.

L. Not to demolish, and not to allow anybody to demolish, the Composite Unit or any part thereof.

M. Not to do, and not to allow anybody to do, anything which may adversely affect the structure in the Block.

N. Not to do, and not to allow anybody to do, anything in the Composite Unit or any part thereof that may deteriorate the value of the same in any way or damage, injure or otherwise adversely affect the same in any way.

O. Not to make any addition or alteration in the **CoreUnit** and Composite Unit or any part thereof, without first obtaining express and specific permission to this effect in writing from the Lessor and observing and performing all such terms, conditions and formalities in this behalf as may be decided, from time to time, by the Lessor.

P. Not to alter or vary, and not to allow anybody to alter or vary, the exterior of the structure in the Block or colour matching thereof, without first obtaining express and specific permission to this effect in writing from the Lessor and observing and performing all such terms, conditions and formalities in this behalf as may be decided, from time to time, by the Lessor.

Q. Not to divide or sub-divide the **Core Unit** and the Composite Unit or any part thereof; and not to join the Composite Unit or any part thereof with any Composite Unit or any part thereof in the Block.

R. To allow at all times during the term contained hereunder, with or without notice, the Lessor and its agent to enter into the Composite Unit, inspect the conditions thereof and do all other acts, deeds and things incidental thereto.

S. Not to sub-lease, let out or otherwise assign or part with in any manner the **Core Unit** and the Composite Unit or any part thereof, without first obtaining express and specific permission to this effect in writing from the Lessor and observing and performing all such terms, conditions and formalities in this behalf as may be decided, from time to time, by the Lessor.

T. Not to transfer or dispose of the leasehold interest of the LESSEE in the **demised Core Unit** save and except upon obtaining prior permission of the LESSOR in writing and subject to payment of requisite transfer fee as may be fixed by the Authority and as may be amended from time to time by the LESSOR. PROVIDED THAT for the purpose of this lease the expressions "transfer" and "dispose of" shall include bequests and wills made by the LESSEE in favour of any person/persons other than members of his/her family/ immediate blood relation namely wife/ husband, sons daughters, father, mother and brothers and sisters of full blood of the said LESSEE only. PROVIDED FURTHER that in the event of bequest by a Will of the leasehold interest to any person/persons, such transfer shall be effected only upon grant of Probate by a competent court of law and subject to complying with all other conditions set out hereinabove.

U. Not to assign, **Mortgage**, underlet, or part with the possession of the demised **Core Unit** or any part thereof without first obtaining the consent of the LESSOR in writing and in any event not to any person who is not qualified to be an allottee / **lessor of the demised Core Unit** under the guidelines of the Lessor prevailing from time to time, in the event it decides to grant consent to the **LESSEE** for assigning the leasehold interest in the demised **Core Unit** to any other person;

V. In case of Mortgage it is clarified (a) that mortgage means mortgage to Nationalised Bank and scheduled Bank and to other Government Financial

Institution (b) that the leasehold interest cannot be sold for recovery of liability without concurrence of the Lessor.

W. Not to claim any right, title or interest of any nature whatsoever over or in respect of any portion (whether land or structure) of the MAMC Township (not being the portion which comprises the Core Unit or any of the common portions, facilities and amenities), every of which portion shall be free from the lease granted or conferred hereunder and every other liability and encumbrance and the Lessor shall have right and title to deal with the same in any manner whatsoever.

X. Not to raise any objection or dispute in respect of-

(a) construction or erection of any building or structure whatsoever, if and when undertaken by the Lessor, on any portion (whether land or structure) of the MAMC Township (not being the portion which comprises the Core Unit or any of the common portions, facilities and amenities) or

(b) connecting the building or structure with the common portions, facilities and amenities and not to do any act, deed or thing whereby the Lessor is prevented from undertaking construction or erection of the building or structure or connecting the same with the common portions, facilities and amenities.

(c) for enjoyment of electricity, water, drainage and sewerage connections and other utilities for composite units and for other portions (lands and structures) of the MAMC Township.

Y. 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 M.A.M.C. Township shall remain the property of the **LESSOR** who shall be solely responsible for their maintenance and management. The **LESSOR** shall be entitled to transfer all such facilities to Durgapur Municipal Corporation and in case of such transfer the said Durgapur 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, services and amenities mentioned above to the **LESSOR** or to the said

Durgapur Municipal Corporation as the case may be, at such rates as may be fixed from time to time by the concerned Authority. The **LESSEE** further undertakes to pay all charges for supply of water as may be fixed by the concerned Authority;

Z. To deliver **peacefully**, quietly and without any claim, upon termination of the lease or upon expiration of the term contained hereunder, whichever is earlier, the possession of the Composite Unit [with (a) all commercial signboards or such other materials in display on, and all additions and alterations in, the **demised Core** Unit or any part thereof and (b) alterations and variances of the exterior or colour matching of the structure in the Block] to the Lessor in good condition (the reasonable wear and tear on account of normal use thereof excepted), PROVIDED THAT the Lessee shall not be entitled to any refund of the lease premium or lease rent or any compensation for

(a) any commercial signboard or such other material in display on **the Core Unit** and the Composite Unit or any part thereof,

(b) any addition or alteration in the **Core Unit** and the Composite Unit or any part thereof,

(c) any alteration or variance of the exterior or colour matching of the structure in the Block or

(d) any other reason whatsoever.

4. WITHOUT PREJUDICE TO THE AGREEMENTS, COVENANTS, OBLIGATIONS AND TERMS AND CONDITIONS CONTAINED HEREIN, THE LESSEE DOTH HEREBY SPECIFICALLY AGREE AND COVENANT WITH THE LESSOR as follows:

(1) To use and enjoy the common portions, facilities and amenities in common with other **Co-allottees/ Co-lessees** of the Block and not to claim or have any partition or division thereof or claim or have exclusive right in any manner whatsoever in any part thereof.

(2) To use and enjoy the common portions, facilities and amenities carefully, sensibly and peacefully and only for the respective purposes for which they are meant and without causing any disturbance or obstruction/ hindrance to the use or enjoyment thereof by any other Allottee/ Lessee of the Block.

(3) To maintain, along with other **Co-allottees/ Co-lessees** of the Block, the



common portions, facilities and amenities and to pay proportionately the expenses for maintenance thereof.

(4) To form, along with other **Co-allottees/ Co-lessees** of the Block, an Allottees'/ a Lessees' Committee/ other organisation for the maintenance of the common portions, facilities and amenities.

(5) To comply, observe and adhere to all the regulations relating to the maintenance framed, from time to time, by the Lessor, the Committee/ other organisation.

(6) To pay to the Committee/ other organisation the proportionate share of expenses for maintaining the common portions, facilities and amenities.

(7) Also to pay proportionately the charges for electricity, water and other utilities and services used by the Lessee in common with other Allottees/ Lessees of the Block.

(8) Also to pay proportionately all existing and future rates, taxes, levies, duties, cess, revenues, impositions and other outgoings and claims in respect of the Composite Unit to the Committee/ other organisation for collective payment of the same by that organisation to the appropriate authorities.

(9) To arrange for and maintain, along with other **Coallottees/ Co-lessees** of the Block, the internal security of the Block and bear the proportionate expenses for the same.

(10) To use all drains and sewers in the Block in common with other Allottees/ Lessees of the Block and permit drain water, sewage and other wastes freely to run and pass through their respective courses.

(11) To co-operate in all other respects with other Allottees/ Lessees in Block in the matter of maintenance of the common portions, facilities and amenities.

5. The Lessor doth hereby agree and covenant with the Lessee that he/ she, while complying, observing, adhering and performing all the agreements, covenants, obligations and terms and conditions contained herein, may peaceably and quietly hold and enjoy the Core Unit during the term contained hereunder without any interruption by the Lessor or any other person claiming under or through it.

6. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

1. In the event of the **Core Unit and /or** the Composite Unit or any part thereof being materially damaged or destroyed by earthquake, tempest or any other act of God or by fire or any other force so as to render the **Core Unit** or any part thereof reasonably unfit for residential use, the lease shall stand void.

2. In the event of the Composite Unit or any part thereof being acquired under the Land Acquisition Act or any statutory modification/ replacement (implied or expressed) thereof for the time being in force, the Lessee (a) shall have no claim, and the Lessor alone shall be entitled, to the compensation money that may be awarded in respect of the Composite Unit or, as the case may be, any part thereof and (b) shall not be entitled to claim any rehabilitation whatsoever.

3. (a) If the lease rent reserved hereunder or any part thereof shall be in arrears (regardless of whether the same shall have been demanded or not) for 6 (six) months beyond the time-limit whereby the same ought to have been paid or (b) if there shall be any breach by the Lessee of any of the agreements, covenants, obligations and terms and conditions contained herein or (c) if the Lessee shall become insolvent/ apply to be declared insolvent or enter into composition with his/ her creditors the lease shall be determined and re-enter into and upon, and resume possession of, **the Core Unit (or any part thereof in the name of the whole) and lease premium and other sums if any paid by the lessee shall be forfeited.**

4. If the Lessee shall become mentally unsound and stand so declared by a competent Court, in such circumstance, the Lessor shall decide whether the Lease shall be determined and the Lessor, if thinks fit, may allow the legal heirs of the Lessee to be substituted for the remaining period of lease in such manner, as may be decided by the Lessor in accordance with the laws prevailing from time to time.

5. The Lessee may surrender his/ her interest in the **Core Unit** at any time during the term contained hereunder, SUBJECT TO refund of the lease premium mentioned herein and such further terms,, conditions and formalities in this behalf as may be decided, from time to time, by the Lessor.

6. All the sums due under this Lease Deed from the Lessee to the Lessor, if not paid within the time-limit whereby the same ought to have been paid, shall be realisable, along with the applicable interest thereon, as a Public

Demand under the Bengal Public Demand Recovery Act or any statutory modification/ replacement (implied or express) thereof for the time being in force. BUT NOTHING HEREIN shall prejudice any other right reserved hereunder in favour of the Lessor on account of such default by the Lessee.

7. Any notice to the Lessee required to be served hereunder by way of request, demand or otherwise may be served by the Lessor by leaving the same at, or sending the same by post to, the address of the Lessee mentioned herein or such address as may be available with the Lessor and any notice sent by post shall be deemed to have been duly served upon the Lessee at the time when it would have been delivered in due course of post and in proving such notice, when sent by post, it shall be sufficient to prove that the envelope containing the notice with the address mentioned thereon and with due postage was posted and a certificate signed by the Lessor's official/ public official that the envelope was so posted shall be conclusive evidence of the fact of the notice being so sent.

8. The Lessor shall be entitled to issue, from time to time, directions, orders and instructions to the Allottees'/ Lessees' Committee/ other organisation in the matter of maintenance of the common portions, facilities and amenities and those directions, orders and instructions shall be binding upon that organisation.

9. The Lessee doth hereby agree with and confirm with the Lessor that the Lessor **has the sole & absolute rights to execute the Lease Deed for settlement of Core Unit on "as is where is whatever there is basis"** and that the Lessee has no right, title or interest in the Block, Composite Unit & Core Unit save and except the leasehold interest as per these Covenants.

7. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

1.(a) If the Lessee dies after having made a bequest of the leasehold interest in favour of-

(i) one or more of the family members [being wife/ husband, sons and daughters] of the Lessee and if probate is granted and the will along with the probate is placed before the Lessor, then the same shall be accepted by the Lessor on payment of the additional fees, charges and other payments (fixed,

from time to time, by the Lessor) by that member/ those members and on observance and performance of such other terms, conditions and formalities governing the transfer of lease in favour of that member/ those members as may be decided, from time to time, by the Lessor or

(ii) the person/ persons other than the family members [being wife/ husband, sons and daughters] of the Lessee and. if probate is granted and the will along with the probate is placed before the Lessor, then the same shall be accepted by the Lessor on payment of the additional lease premiums and the additional fees, charges and other payments (fixed, from time to time, by the Lessor) by that person/ those persons and on observance and performance of such other terms, conditions and formalities governing the transfer of lease in favour of that person/ those persons as may be decided, from time to time, by the Lessor.

(b) If the Lessee dies intestate leaving one or more heirs, then the leasehold interest shall be transferred by the Lessor in favour of that heir/ heirs on payment of the additional fees, charges and other payments (fixed, from time to time, by the Lessor) by that heir/ those heirs and on observance and performance of such other terms, conditions and formalities governing the transfer of lease in favour of that heir/ those heirs as may be decided, from time to time, by the Lessor without right of partition.

(c) If the Lessee dies after having made a bequest of the leasehold interest in favour of more than one person or dies intestate leaving more than one heir, then the persons to whom the leasehold interest be so bequeathed or heirs of the Lessee, as may be approved by the Court or otherwise, shall hold and enjoy the leasehold interest jointly without having the right to have partition of the same by metes and bounds or they may nominate one person amongst them in whom the same shall solely vest.

2. All residual rights which have not been expressly mentioned in this Indenture of Lease shall be deemed to be the rights

3. No claim, right or entitlement of the Lessor under this Indenture of Lease shall stand waived or abandoned unless it is waived or, as the case may be, abandoned in writing, in express and specific term, by the Lessor. of the Lessor.

11. **The provision of the Lease agreement shall have the effect**

notwithstanding anything inconsistent therewith in any other enactment for the time being in force or in any custom or usage or contract either express or implied or agreement or decree, order or decision or award of any Court, Tribunal or other Authority.

**SCHEDULE - A**

Part - I

**THE SCHEDULE REFERRED TO :**

**ALL THAT** piece or parcel of land measuring altogether 474.91 Acres be the same a little more or less appertaining to mouza- Gopinathpur, JL no- 85, Mamra, JL no- 86, Fuljhor, JL no- 82 ( schedule of plots states below ) Sub-Division, Durgapur, Sub-Registration Office - City Centre, Durgapur, in the District of Burdwan butted and bounded in the manner following.

**Schedule of plots with Area:**

<b>Name of Mouzas with JL No.</b>	<b>CS plot in full</b>	<b>CS plot in part</b>	<b>Area in Acres</b>
Gopinathpur J.L. No. 85	-	1	0.37
		2	58.48
	3		0.54
		4	0.46
	5		0.24
	6		0.18
		7	0.40
	8		2.82
		9	0.44
		15	0.12
		16	0.05
			104.21
Mamra J.L. No 86		1	42.75
		3	0.72
		14	0.23
	15	-	0.73
	-	16	75.50

<b>Name of Mouzas with JL No.</b>	<b>CS plot in full</b>	<b>CS plot in part</b>	<b>Area in Acres</b>
		17	0.12
		18	0.42
		24	0.78
		25	0.57
	26	-	0.06
		27	0.62
	28		2.98
		29	1.82
		38	0.06
		48	0.01
		49	0.04
		50	0.18
		51	0.51
		52	0.46
		53	0.36
		145	20.33
		155	84.00
		163	0.06
		164	0.01
		1/285	0.38
		97	0.07
		298	0.60
		50/299	0.27
			249.55
Fuljhore J.L. No.82		4	21.23
	4/1773	-	1.10
	4/1701	-	0.12
		1/1702	0.54
		1/1703	0.05
	23/1706	-	0.27
	23/1714	-	0.06
		7/1669	0.13
	7/1700	-	0.22
	-	8	0.10
		9	0.78
	10	-	0.13
	11	-	0.20
	12	-	0.43
	13	-	0.05
	14	-	0.03
	15	-	0.48
	16	-	0.02
	17	-	0.34
	18	-	0.58
	18/1708	-	0.36
	18/1709	-	0.10
	18/1711	-	0.02

<b>Name of Mouzas with JL No.</b>	<b>CS plot in full</b>	<b>CS plot in part</b>	<b>Area in Acres</b>
	19	-	0.59
	20	-	0.27
	21	-	0.25
	22	-	0.72
	23	-	0.84
	23/1707	-	0.06
	24	-	0.08
	25	-	0.62
	25/1712	-	0.10
	26	-	0.08
	27	-	0.23
	28	-	0.44
	29	-	1.11
	30	-	0.31
	31	-	5.00
	32	-	1.33
	33	-	2.66
	34	-	0.61
	35	-	1.05
	36	-	1.95
	37	-	3.82
	38	-	0.75
	39	-	0.14
	40	-	0.88
	41	-	1.16
	42	-	2.10
	43	-	0.47
	44	-	1.92
	45	-	0.54
	46	-	0.77
	47	-	0.55
	48	-	0.94
	49	-	0.08
	50	-	1.42
		51	0.23
		55	0.10
		55/162	0.20
		316	2.30
	317	-	2.07
		331	0.42
		318	28.40
		319	20.44
		320	1.80
		321	0.28
		332	0.08
		328	6.90
		329	0.28
		352	0.50
		355	1.45

<b>Name of Mouzas with JL No.</b>	<b>CS plot in full</b>	<b>CS plot in part</b>	<b>Area in Acres</b>
			125.75
Mamra J.L.No. 86		37	0.07
		39	0.24
		43	0.20
		47	0.14
		48	0.80
		49	0.29
		51	0.06
		55	0.94
		297	0.58
			3.40

**Schedule of Land Boundary**

North Bounded By:- Jawharlal Neheru Avenue  
South Bounded By:- ADDA'S Acquired Land  
East Bounded By: 100'-0'wide ADDA's Road  
West Bounded By:- M.A.M.C. and B.O.G.L. Land

Gopinathpur J.L. No.:-85                      104.21 Acres  
MamraJ.L.No.:-86                                241.55 Acres  
FuljhorJ.L.No.:-82                               125.75 Acres  
MamraJ.L. No.:-86                                3.40 Acres  
Total of Land:                                      474. 91 Acres.

The said plot of land as shown in the map or plan hereto annexed within boundaries in Red Colour.

Part - II



ALL THAT piece or parcel of land measuring altogether 307.97 Acres be the same a little more or less appertaining to mouza- Radhamadhabpur, JL no- 87, Gopinathpur, JL no- 85, Faridpur, JL no- 75, Mamra, JL no- 86, Fuljhor, JL no- 82( schedule of plots states below ) Sub-Division, Durgapur, Sub-Registration Office - City Centre, Durgapur, in the District of Burdwan butted and bounded in the manner following.

**Schedule of plots with Area :**

<b>Name of Mouzas with JL no. and P.S.</b>	<b>CS / RS plot no</b>	<b>Area in Acres</b>
Radhamadhabpur J.L.No- 87 P.S- Faridpur	10	1.31
	12	1.95
	7	29.36
	9	0.10
Gopinathpur J.L.No- 85 P.S.- Faridpur	2	89.55
Faridpur J.L.No- 74 P.S.- Faridpur	3685	39.99
Mamra J.L.No- 86 P.S.- Faridpur	1	81.47
	2	0.29
	3	3.52
	6	11.54
	7	1.63
	8	0.96
	9	0.40
	10	2.19
	11	2.01
	12	2.00
	13	0.11
	14	0.06
	16	20.93
Fuljhore J.L.No- 82	4	12.37
	4/1702	0.02

P.S.- Faridpur	4/1703	0.36
	4/1704	0.29
	4/1705	0.12
	4/1777	0.10
	5	14.50
	6	0.57
	7	1.27
<b>TOTAL</b>		<b>307.97</b>

**SCHEDULE - B**

**BLOCK NO. -** \_\_\_\_\_

**Schedule - C**

**Core Unit No:** \_\_\_\_\_ **with area** \_\_\_\_\_ **sq. ft**

**Floor No :** \_\_\_\_\_

**Plan - B**

**IN WITNESS WHEREOF**, the parties hereto have hereunto set and subscribed their respective hands at Durgapur on the day, month and year first-above written in presence of the witnesses mentioned herein below.

\_\_\_\_\_

SIGNATURE

SEAL

**SIGNED, SEALED AND DELIVERED by the LESSOR**

**In presence of:**

1.

\_\_\_\_\_

SIGNATURE

SEAL

2.

---

SIGNATURE

SEAL

**SIGNED AND DELIVERED by the LESSEE**

---

**In presence of:**

**1.**

**2.**