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DEED OF LEASE
(Full payment)

Executed on 28th July 1987 Between
WEST BENGAL HOUSING BOARD (LESSOR)

AND

Karunamayee Co-Operative Housing Society Ltd. (LESSEE)

In respect of Semi-developed Plot of land 248.20 Cottahs
on Western side of Kanyapur Link Road,
IN KALYANPUR HOUSING ESTATE, ASANSOL.

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7 X 15
= 105

File No. of Govt. of West Bengal No. 1327
Date 17.8.87
Copy No. 1335
From P.O. to Govt. of West Bengal
To P.O. to Govt. of West Bengal
S.E.P. 4

Assistant Housing Commissioner
WEST BENGAL HOUSING BOARD

THIS INDENTURE OF LEASE made this 28th

day of July One thousand nine hundred eighty seven
BETWEEN WEST BENGAL HOUSING BOARD, a statutory body corporate constituted under the West Bengal Housing Board Act 1972 (Act XXXII of 1972) having its office at No. 105, S.N. Banerjee Road, in the town of Calcutta hereinafter referred to as "the BOARD" (which expression shall unless excluded by or repugnant to the subject or context mean and include its successor or successors in interests) of the ONE PART AND THE KARUNAKRISHN CO-OPERATIVE HOUSING SOCIETY LTD. (Registration No. 137 of 1986-87 dated 18.6.87) having its registered office at WEST APCAR GARDEN, Asansol-4 herein after referred to as "the LESSEE" (which expression shall unless excluded by or repugnant to context include the successor in interest or assign of the said Society) of the OTHER PART

WHEREAS

1. By Govt. of West Bengal, Deptt. of Housing (P&D) Branch Notification No. 3605-MI-1/76(Pt) dt. 16.3.80 the State Govt. of West Bengal has under section 29, Sub-Section (1) West Bengal Housing Board Act 1972 (West Bengal Act XXXII of 1972) more or less 102.92 Acres of land in Mouza, Sitla Govindapur, Kumarpur, J.L.No. 21/12/6 P.S. Asansol, District Burdwan, to the West Bengal Housing Board, a Statutory body corporate constituted under the West Bengal Housing Board Act, 1972 there upon the said land has been transferred and vested to the Board. Possession of the said land was delivered to the Board by the State Govt. earlier.
2. The Board has, in implementation of the objective to provide residential accommodations has constructed houses and also carved out 248.20 Cottahs of land for residential-cum-Commercial purposes on a portion of the said land received from the Govt. of West Bengal earlier, for leasing out in the Scheme known as Kalyanpur Housing

Estate, Asansol. The land on which the said residential-cum-Commercial plots have been so carved out is fully described in the First Schedule hereunder written.

3. Pursuant to an application made by the Lessee for obtaining lease of a plot as mentioned and described in the Second Schedule hereunder written and delivered in the plan hereunto annexed, hereinafter referred to as "the said Plot", and agreeing to comply with the terms and conditions prescribed by the Board for demise of the said Plot in the said Scheme and tender of Rs. 20,000/- (Rupees Twenty thousand) only along with the said application the Board has agreed to allot and demise the said plot to the Lessee in consideration of the Lessee paying the premium of Rs. 12,53,658.00 (Rupees twelve lacs fifty three thousand six hundred fifty eight) only and a annual rent of Rs. 1/- (Rupee One) only to the Board performing several covenants, terms and conditions.

4. The Board has appropriated the said sum of Rs. 20,000/- (Rupees twenty thousand) only in payment of the said premium on the Lessee having agreed to pay the balance of the said premium before the time of execution and registration of Lease.

5. The Lessee has taken inspection of the Scheme plan and of the said plot and has satisfied himself/herself as to the area and conditions thereof and also as in there is conditions.

6. The Lessee has since further paid the said sum of Rs. 12,33,658.00 (Rupees twelve Lacs thirty three thousand six hundred fifty eight) only paid by the Lessee and in consideration of the annual rent reserved and of the covenants terms and conditions herein contained and on the Part of the Lessee to be paid, observed and performed, the Board doth hereby demise unto the lessee all that the said plot, more fully described and mentioned in the Second Schedule hereunder written, and delineated in the plan hereto annexed and hereinafter referred to as "the said Plot", to hold the said plot unto the Lessee for a term of 999 years commencing from date of yielding and paying therefore unto the Board at its Office or at such other place or places as the Board may appoint in that behalf during the said term yearly and

every year according to the English Calendar year the
yearly of Rs. 1/- (Rupees One only -
) only payable on day of 1st January.

I. The Lessee with the intent that the obligations may continue throughout the term hereby granted doth hereby covenant with the Board as follows : -

- a) To pay the rent reserved on the day and in the manner aforesaid without any abatement or deduction whatsoever.
- b) To pay all rates and taxes and outgoings and other impositions in respect of the said plot or any amenities or facilities appertaining thereto whether by the owner or by the Lessee.
- c) To construct the building within six months from the date of taking over possession of the plot according to the rules and regulations of municipal authority or any other authority in that behalf, failing which the Lease shall stand determined and the Board, may resume possession of the land on refund of the total salami paid, without any interest thereon.
- d) To use the land for the purpose of erecting building or covered space either for residential or commercial or for both of the purposes, for which the lease of the Plot has been granted by the Board.
- e) The Plot above 40 (forty) cottans only can be sub-divided/or to be transferred or to be assigned the leasehold interest by the KALINAKHAYEE CO-OPERATIVE HOUSING SOCIETY LTD. on condition that such Co-Operative Housing Society will obtain previous approval of the Plan of sub-division of the land from the Board.
- f) Not to allow the land and building erected

of the adjoining or neighbouring premises, nor to allow them to be used for any unhygienic, unlawful or immoral purposes or subversive to the Govt., established by law in India.

- g) To deliver possession of the said plot together with building constructed thereon or any part thereof to the Board at the expiration of the term hereby created or sooner determination thereof without payment of any compensation or salami by the Board save as herein before stated.

II. The Board doth hereby covenant with the Lessee, that the Lessee paying the rent and all taxes, outgoing and all other payments of whatever nature in relation to the said plot or otherwise and payable to any authority, institution, municipality or any other person whatsoever in relation to the said plot whether payable by and/or levied on the owner or on occupier and observing and performing the several terms and conditions as herein contained shall peaceably hold and enjoy the said plot without any interruption by the Board or any person or persons claim under or in trust for the Board.

III. PROVIDED ALWAYS and it is hereby mutually agreed by and between the parties hereto as follows : -

- a) That if the said yearly rent or any part thereof shall be in arrear for any two consecutive years whether the same have been demanded or not or if there shall be any breach of any of the covenants herein contained and on the part of the Lessee to be observed and performed then and in any of such cases it shall be lawful for the Board at any time thereafter to determine this lease and to re-enter into and upon the said demised plot and the building, if any, constructed thereon or any part thereof in the name of the whole by serving prescribed notice and resume possession of the said plot together with whole by serving prescribed notice and resume poss-

of the building constructed thereon which shall not exceed the actual cost incurred for construction of the Building.

IV. The expression "Lessee" wherever appears in these presents and if the context so requires shall be read as "the Lessees" and shall mean and include his/her/their respective heirs, executors, successors, legal representatives and permitted assigns.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land measuring more or less 248.20 Cottahs (out of 102.92 Acres of land acquired by the State Government and transferred to the West Bengal Housing Board) situated and lying at and being comprised of C.S. Plot Nos. in full - 130, 131, 140, and in Part Plot No. 127, 128, 129, 132, 133, 134, 136, 137, 138, 139, 141, 192, and 19 in Mouza Kumarpur within P.S. Asansol in the district of Burdwan.

THE SECOND SCHEDULE ABOVE REFERRED TO

All that Residential-cum-Commercial Plot of Semi-developed land measuring 248.20 Cottahs out of the land as stated in the First schedule bounded -

On the North by Part of the Plot of Dag No. 19 and Gerui Nallah.

On the East by Peripheral Road.

On the West by 270 Cottahs of land proposed for sale.

On the South by 177 Cottahs of land of Central Excise and as shown in the annexed plan in red boundary line.

ASSISTANT COMMISSIONER
WEST BENGAL HOUSING BOARD

IN

Asansol
WEST BENGAL HOUSING BOARD

IN WITNESS WHEREOF the parties hereto have
executed these presents on the day month and year first
above written.

SIGNED AND DELIVERED

BY SHRI A. K. DALAPATI, A.H.C. - WBH

for and on behalf of the
West Bengal Housing Board
Lessor at Calcutta in presence
of :

1. Nabendu Roy
WBHB
108, S. N. Banerjee Road.
Cal - 14
2. Biswanath Munnipadhyay
WBHB

WEST BENGAL HOUSING BOARD
ASANSOL
WEST BENGAL HOUSING BOARD

SIGNED AND DELIVERED BY
the Lessee at Calcutta
in the presence of : -

1. Ackaram Mukherjee
Manager
Asansol
2. Swapan K. Mondal
P.O. & Vill - Basadhu
(Burdwan)

Nabendu Roy
Secretary

Malay Mukherjee
Chairman

Prabhat K. Hazra
Vice-Chairman

