

ଉପ ଆୟୁକ୍ତ, ମାଲକେଇ
ଭବନେଶ୍ୱର ମହାନଗର ନିଗମ

Rule & Regulations of BMC against lease space at BMC-Bhawani Mall,
Saheed Nagar, Bhubaneswar.

1. The premises shall be exclusively used for the purpose of holding office accommodation by the Lessee at Bhubaneswar.
2. The Lessee shall hold the said premises for a period of agreement commencing from date of handing over possession subject to termination of 90 (Ninety) days notice in writing from either side.
3. There shall be minimum 15% escalation in base rent or as shall be fixed by the BMC after completion of three years Block period.
4. The Lessee may request for extension of Lease period for a further period giving at least three calendar months notice in writing to the Lessor of such intention prior to the date of expiry of the Lease and such extension with enhanced rent shall be mutually decided.
5. The Lessee agrees to keep the fittings, fixture and the premises in good condition except from their normal wear and tear and the Lessee shall be liable for any damages on account of the negligence and misuse.
6. The fixtures and fittings furnished by the Lessor at the time of occupation along with the premises in a vacant condition shall be handed over to the Lessor in good condition, except for usual wear and tear, immediately on termination/expiry of the Lease.
7. The Lessee shall pay monthly rent and GST on or before 5th (Fifth) day of each succeeding month, failing which the same shall be recovered with interest @ 12% per annum on the default amount for the defaulting period.
8. The Lessee shall pay monthly rent to the Lesser subject to tax deduction at source (TDS).
9. The Lessee shall make Security Deposit equivalent to **6 (Six) months** advance base rent with the BMC. The deposit shall be Interest free and shall refunded to the Lessee without Interest after expiry of the lease period after adjusting of outstanding dues if any.

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10. The Lessee hereby covenant with Lessor as follows:
- a) The Lessee shall be responsible and shall undertake to do the internal electrification of their own cost, apply for necessary power supply connection to CESU and make payment of electricity charges as billed by the CESU.
 - b) The Lessee shall undertake for making internal partition, ceiling at their own cost for the space taken on rent.
 - c) The Lessee shall undertake to make payment for rendering of common services and for management and maintenance of the building and common parts and facilities thereof to the management society/Association or Holding Organization and agree to all the rules and regulation of the management society.
 - d) The Lessee shall undertake not to make any addition or alteration or erect any structure without permission in writing from the Lessor.
 - e) The Lessee shall also undertake not to cause any disturbance to the neighbouring allottees in the premises of BMC-BHAWANI MALL.
 - f) The Lessee shall be responsible for internal security.
11. The Lessor shall allot parking area in Basement to the Lessee free of charges.
12. The Lessor hereby convements with the Lessee as follows:
- a) The Lessor shall make arrangement for quite enjoyment and possession of the premises by the Lessee.
 - b) The Lessor shall make arrangement for the ceiling and electrification for common passage in each floor.
 - c) The Lessor shall make provision of required power in the switch room for electrical connection to the Lessee.
13. The Lessor shall attend to the major repairs, such as cracks in building or bursting of sanitary pipes and electrical cables and replacement of window glasses whenever necessary. In case of damage by the Lessee, the cost shall be reimbursed by them.

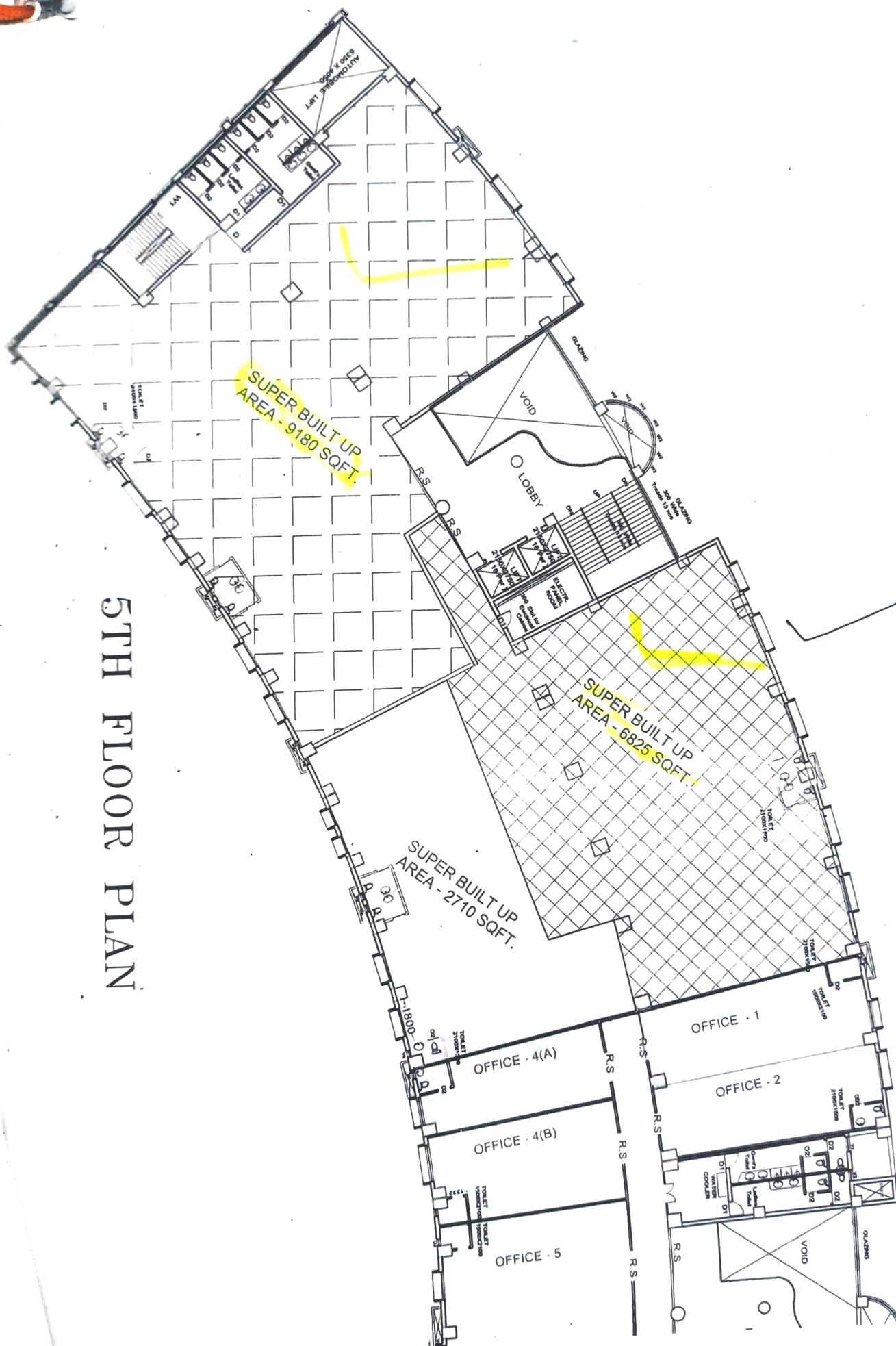
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14. The Lessee at all times during the term of the lease shall keep in force a comprehensive public liability and property damage insurance cover with insurance company for BMC-BHAWANI MALL for the portion taken on rent which would include the Building, facilities and amenities provided therein. It shall also be the sole responsibility and liability of the Lessee to keep in force a comprehensive insurance cover for their employees, properties etc. in BMC-BHAWANI MALL for the portion taken on rent. The Lessee shall take adequate measures towards **Fire Safety** in its rented premises.
 15. The Lessee shall abide by provisions of OMC Act, 2003 and Rules/Regulations made there under from time to time.
 16. All defaulting dues payable by the Lessee shall be recoverable as a public demand under the provisions of OPDR Act, 1962.
 17. The rent mentioned aforesaid shall not include Municipal Taxes and the Lessee shall pay the Municipal Taxes of the area taken on rent in the BMC-BHAWANI MALL as assessed by the Municipal Corporation.
 18. During the continuation of this Lease, the Lessor may alter, redesign or undertake any structural changes to the building on the premise with due notice to the Lessee and with due regard to his convenience.
 19. The Lessor shall be entitled to free and unrestricted access to the premises during reasonable hours of any day after giving short notice for the purpose of inspection or repairs.
 20. The Lessee shall be at liberty during the term of the lease to make internal partitions with the written permission of the Lessor without damaging the said premises and shall remove the same without causing damage to the said premises on termination/expiry of the Lease.
 21. The Lessee shall not sublet or transfer its interest in the lease either in part or in whole without prior written permission of the Lessor.
 22. No change, variation or modification of any of the terms and conditions set forth herein shall be valid unless incorporated by an amendment to this lease signed by both the parties.

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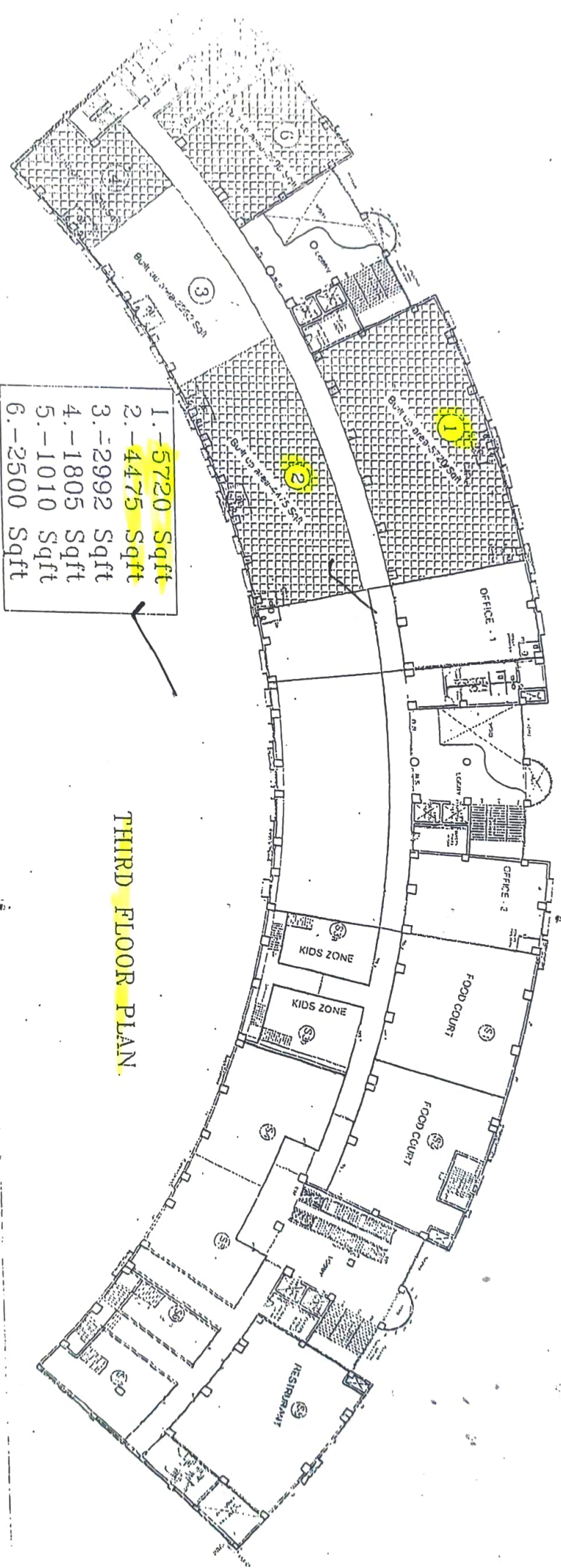
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23. Any notice under the terms of lease shall be in writing duly signed by authorized representative of the party giving such notice.
24. In the event of the premises becoming inhabitable due to fire, earthquake or other natural calamities, the lease shall be terminated immediately and the premises shall be vacated and handed over to the Lessor.
25. Whenever any part of the rent remains unpaid and for 3 months after due date or in case of breach of any of the covenants by the Lessee contained herein or its misutilization by the Lessee or breach of any terms of allotment the Lessor shall determine this Lease and re-enter on the said demised premises. The Lessee shall immediately vacate the premises and hand over the same to the Lessor after termination/expiry of the lease period falling which the Lease shall be dispossessed in accordance with the provisions of Orissa Public Premises (Eviction of Unauthorized Occupants) Act, 1972.
26. In case of any dispute arises out of this contract the same shall be adjudicated through an arbitrator to be appointed with due consultation between with both the parties and the said arbitration proceeding shall be guided by Arbitration & Conciliation Act, 1996.
27. The Lessee shall not store or utilize the said premises for storing inflammable, explosive or dangerous materials and it is found that the Lessee is utilizing the premises taken on rent for storing of such materials then the agreement shall stand cancelled without further reference to the arbitrator.
28. The Courts situated at Bhubaneswar shall have jurisdiction to decide any dispute or litigation between the parties hereto.
29. The Lessee shall also abide by the terms and conditions as outlined Allotment Letter and the lease deed agreement.
30. The Lessee shall also abide by the decision of BMC/H & UD Deptt., Govt. of Odisha from time to time.
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5TH FLOOR PLAN



- 1.-5720 Sqft
- 2.-4475 Sqft
- 3.-2992 Sqft
- 4.-1805 Sqft
- 5.-1010 Sqft
- 6.-2500 Sqft

THIRD FLOOR PLAN



09-11-2023

Assistant Manager
Asst. Manager