

FAZAL IMAM PUBLIC CHARITABLE AND RELIGIOUS TRUST, Regd.
No.168/Patna, Frazer Road,Patna

General Terms and Conditions regarding the Settlement
/Allotment OF 45% of Shops and Offices in the Block-A and
entire Block- B (being Trust Share) of Fazal Imam Complex,
Fraser Road, Patna.

Fazal Imam Complex is a newly constructed building appertaining to Fazal Imam Public Charitable and Religious Trust, Reg. No.168/Patna, situated at Frazer Road, Patna-1. The Trust is entitled to 45% of the built up area in the Fazal Imam Complex whereas the builder would receive 55% of the built up area. The Complex has three Blocks – A, B and C. The entire Block-B is exclusively the share of the Trust and the entire Block-C is the share of the builder. The Block-A is a commercial area having shops and offices in which 45% belongs to trust and 55% share will belongs to builder.

The details of shops and offices in the Block-A of the complex can be seen in the map as per measurement in compliance of the Order dated 05.12.12 in C.W.J.C No-6870/2012 of Hon`ble High Court, Patna; the '**blue area**' in the map is the builder`s share whereas the '**orange area**' is the Trust share.

Scheme

The Scheme is to settle/allot the Trust area shops and offices in the Block-A and Block-B of the complex on a lease basis as per Wakfnama and the Wakf Act, 1995 and Wakf Lease Rules 2014.

The application as well as the brochure for applying to the scheme can be acquired from the Office of the Bihar State Shia Waqf Board, 2nd Floor, Haj Bhawan, 34 Ali Imam Path, Harding Road, Patna on payment of Rs.2000/- as registration fee through Bank demand draft in favour of **BIHAR STATE SHIA WAQF BOARD** payable at Patna.

The floor wise details of the Trust area shops and offices in the Block-A & B of the complex under the scheme is to be seen on (page nos.9 to 16). It also contains measurement in square feet of each and every shop/office falling under the Trust share in Block- A. The shops/offices are being given on “As is where is basis”. The shops/offices are already constructed and are ready for occupation.

Method of Allotment and Terms and conditions of the lease

1. The Lease of the shops/offices shall be for a fixed period of three years or thirty years as per provisions of section-56 of the Wakf Act 1995 and also Wakfnama/Scheme of management. The Lease, on good conduct of the lessee, can be and shall be renewed at the sole discretion of the Trust, and subject to the provisions of revision of terms and conditions mentioned in the lease deed.
 2. The lessee shall pay a monthly rent for shop/office, on or before the 7th day of every calendar month (“Due date”). In the event of delay in the payment of the rent beyond the due date, the lessee shall pay to the Lessor interest calculated at the rate of 8% (eight percent) per annum compounded monthly on the Rent for such delay. The floor wise details of the rent per sq.ft. of shops/offices to be paid seen on page nos. 9 to 16.
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3. The applicant at the time of applying for any shop/office, shall deposit Rs. 25000/- (Rupees twenty five thousand only) as donation amount by Bank demand draft in favour of **BIHAR STATE SHIA WAQF BOARD**, payable at Patna. For successful applicants, the said donation amount shall be non-refundable. The donation amount shall be refunded to the unsuccessful applicants through bank demand draft within 90 days of the publication of the results of the settlement. No interest will be paid if the money is refunded within 90 days. In case of the money is not refunded within 90 days from the date of result of the scheme, in case of unsuccessful applicants, simple interest @6% per annum be paid by Board on the amount for the period beyond 90 days.
 4. If more than one application is received for any particular shop/office, its settlement shall be decided by Board and the highest bidder shall be given preference subject to satisfaction of the Board in the interest of Trust.
Or, Applicant may be allotted another shop/Office with mutual consent.
 5. The lessee, at the time of agreement, shall deposit the fixed security money equivalent to one year rent amount, which shall refundable without any interest when he will vacate the lease premises. The security money shall be paid through demand draft in favour of **FAZAL IMAM PUBLIC CHARITABLE AND RELIGIOUS TRUST** payable in any event.
 6. The lease shall be non-transferrable. The lessee shall not sub allot or sublet the leased property in any event and if such sub allotment or sublet is made then the lease should be terminated automatically.
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7. The lessee shall have to enter into a registered lease agreement for a fixed period of three years or thirty years as per section 56 of the Waqf Act 1995 on the terms and conditions fully mentioned in the lease deed with **FAZAL IMAM PUBLIC CHARITABLE AND RELIGIOUS TRUST** with respect to the Wakf property to be leased out.
 8. If the lessee vacates the leased premises, the amount of security shall be returned without any interest and in case of default in payment of rent or any damage or loss to the Wakf property under lease, such due amount of rent or damage charges shall be deducted from the principal security amount.
 9. In case the lessee vacates the premises before the expiry of lease period then he/she shall be required to pay three months future rent as compensation to the lessor in advance. In case he/she fails to deposit the amount of security money or an appropriate legal action shall be taken against such lessee(s).
 10. The lessee shall be entitled to use the premises of lease for any commercial purpose as he/she may deem and proper under the law of the land.
 11. The lessee shall be bound to keep close his/her own fire extinguisher to fight fire in case fire breaks out in the premises leased out to him/her.
 12. That the said Waqf Premises shall not be used by the lessee for residential or doing any illegal acts against Public or Government policy such as act of drinking gambling or to sell narcotics drugs and likewise or any act of immovable turpitude and if the lessee found doing any such act. In that event the lessor will be at liberty to terminate the tenancy and
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took possession of the said premises without any hindrance from the lessee.

13. That the lessee shall keep close the shops/offices every year of the Hijri era on the 10th Moharram (Shahadat-e- Hazrat Imam Hussain) and shall not celebrate 10th of Moharram-ul- Haram of every Hijri era as an occasion for celebration or festivity in any manner in the shops/offices allotted.
 14. The lessee shall make his own arrangement for fitting an electricity connection from Patna Electricity Supply (PESU) Bihar State Electricity Board and water supply from the Patna Water Board and shall meet all cost thereof for consumption of Electricity energy/water in the premises and he/she shall pay the electric and water bills regularly as per the meter readings and deposit the proof of the same to the Office of the Trust.
 15. The lessee shall pay monthly maintenance, upkeep, electricity etc charges for common areas of Fazal Imam Complex on a prior basis.
 16. The lessee shall not make any addition, alteration or modification in the premises or in any part of leased premises. The lessee shall have no right to do anything that any adversely affect the building. The lessee may however decorate the premises for commercial purpose. The Lessee shall be responsible for the day to day maintenance and upkeep of the leased premises and shall maintain the leased premises with due care and caution.
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17. The lessee shall keep the premises in good condition and shall deliver back its possession to the lesser at the conclusion of the tenancy in the same condition in which it was let out to him.
 18. The lessor shall have the right to inspect the leased premises at any time.
 19. This lease is an absolute “net” lease and that the lessee is required to pay all the rent, utility costs and other costs and charges, without notice or demand.
 20. The lessee shall be required to pay all current and future service tax, lease tax and VAT or any other levies/ duties, as applicable from time to time, with respect to the use of the leased premises. Upon replacement of the existing tax structure by the goods and service tax structure or introduction of any future additional tax for lease transactions, the lessee shall be liable to pay the goods and service tax or such other additional tax on the rent and any other amounts payable under the lease deed.
 21. The lessee will keep and maintain a Commercial General Liability Policy to provide insurance coverage for bodily injury, property damage, personal and advertising injury and products and completed operations liability. The lessor shall be named as commercial operations liability. The lessor shall be named as an additional insured with respect to all losses under the Commercial General Liability Policy.
 22. Termination : The lessor shall have the right to take other appropriate action and also terminate the lease deed, forthwith and without liability, upon the occurrence of the following events:
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- (a) the lessee having committed a breach of the terms of the lease deed where no alternate provision/consequence is provided thereunder, in the event of such breach has not been rectified by the lessee within 30 (thirty) days of the date of the notice of such breach from the lessor;
 - (b) any delay in payment of Rent of more than 90 (ninety) continuous days beyond the Due Date; or
 - (c) any delay in payment of Rent by the lessee beyond a period of 30 (thirty) days from the Due Date three times in any financial year.
 - (d) Use of the leased premises by the lessee for purposes other than within the scope of the lease deed;
 - (e) Sub-lease/license by the lessee of the leased premises or any part thereof to any third party/ies.
 - (f) Creation of charge/encumbrance by the lessee on the leased premises.
23. The lease deed will include other standard terms as per industry standards.
24. The provisions of the lease deed shall be non- negotiable.

Eligibility

1. Any individual, partnership or incorporated entity may apply
 2. In case of an individual, he/she should have attained the age of majority i.e, he should have completed eighteen years of age on the date of submitting the application form.
 3. Only one application per applicant shall be entertained.
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4. The applicant may give one or more choice preferences choices by writing floor and shop/office no.
5. Indian Applicants must have permanent account number (PAN) allotted under the provision of Income Tax Act, 1961.

Reservations

1. 25% of the shops/offices to be allotted, shall be reserved for the Shia Muslims, if found and in case of non-finding Shia Muslims, then this share will be allotted to other Muslim.
2. The registration money, donation, security money as well as per square feet rent for shops/offices, to be allotted to the Shia Muslims, shall be same as for the general category.
3. If no application is received for any shop/office from the Shia community, it shall be offered to the non reserved category.

Documents to be submitted

For all categories.

1. Duly filled in application form.
 2. Copy of payment account number (PAN) allotted by the Income Tax Department self-attested.
 3. Proof of residence/office (copy of passport, or identity card or Election Card of Ration Card or Driving Licence or Telephone bill or Electricity bill or House Tax Receipt or attested copy of bank passbook or C.G.H.S. Card).
 4. Proof of age self-attested (copy of Educational Certificate, or copy of Passport, or identity card or Driving License), if applicable.
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5. Attested copy of the original certificate from the recognized scholar in Shia Islamic theology or Gazetted Officer of the Bihar Govt. in case the applicant belongs to the reserved category of the Shia Muslims.
6. Any additional document as may be deemed necessary.

How to apply

1. The application form as well as the brochure for applying into the scheme can be received from the Bihar State Shia Waqf Board, 2nd Floor, Haj Bhawan, 34, Ali Imam Path, Harding Road, Patna-1 on payment of Rs.2000/- as registration money through bank demand draft in favour of **BIHAR STATE SHIA WAQF BOARD**, payable at Patna.
 2. Applications can be submitted by registered/speed post either before the Bihar State Shia Waqf Board, 2nd Floor, Haj Bhawan, 34, Ali Imam Path, Harding Road, Patna-1 or directly before the Hon`ble High Court, Patna giving the writ number C.W.J.C. No. 6870/2012.
 3. The duly filled in application form must reach the office of Bihar State Shia Waqf Board, 2nd Floor, Haj Bhawan, 34, Ali Imam Path, Harding Road, Patna-1 or Hon`ble High Court, Patna within stipulated time that shall be determined in future.
 4. Application forms will not be accepted after date of closure.
 5. Only capital letters should be used while filling of the form.
 6. Write name of the applicant as given in the PAN number.
 7. Please give phone no. with STD code and mobile no., if any.
 8. The category to which the applicant belongs-general or reserved –must be mentioned in the space provided in the application form.
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9. The applicants shall submit the application form in a sealed envelope mentioning therein choice of shop(s)/office no. and floor.
10. Write your /name of entity and Telephone no. at the back of the demand draft to be submitted as registration money/donation.
11. Paste your latest photograph in the box provided in the application form and sign below the photograph, if applicable.
12. Write address of correspondence with pin code in the space provided in the application form.

Result of Allotment/Settlement

The results of the allotment shall be displayed on the notice board of Bihar State Shia Waqf Board as well as on the office of Trust situated on First Floor, B-Block, Fazal Imam Complex, Frazer Road, Patna-1 and on website www.biharshiawakfboard.com & www.minoritywelfare.bih.nic.in. within (30) days of closure of the scheme. The lease deed shall be executed and registered within a period not exceeding (30) days of declaration of allotment results. In the event the lessee fails to complete the process of execution and registration within the said period of (30) days, the allotment to such lessee shall stand forfeited.

The allotment letter will be dispatched through speed post/ registered post but it shall be the sole responsibility of the applicant to check the result of the allotment.

A separate waiting list of the applicants will also be declared. The waiting list will be valid only for 90 days.

Other General Conditions

1. The allotment under the scheme shall be on terms and conditions contained in this broucher and in the agreement deed.
2. Reserves the right to alter any term and condition clause of the scheme or to add any new one at its discretion as and when considered necessary.
3. Any dispute in matters of settlement /allotment shall be subject to the jurisdiction of Patna Courts only.
4. Allottees/lessees will be required to intimate the source of payment. For the purpose, he will have to submit a copy of bank passbook, loan document, if raised, duly attested by the bank manager.
5. It is not possible to check the eligibility has applicant at time of acceptance of the form. Thereof, those who are not eligible would register their name at their own risk and would not be entitled for allotment of shop/office if at a letter stage it is detected that they are not eligible under the scheme.

If it is found that the applicant has applied although he was not eligible as per conditions laid down in this broucher or has claimed benefit of reservation on the basis of wrong document or has submitted more than one application or has given false information/affidavit or suppressed any material fact whether at the time application or at the time of taking over possession or at the time of execution of agreement, the application/allotment will be rejected/cancelled summarily without issuing any show cause notice. In case of such

cancellation / rejection, amount of registration / donation / security money against application shall be forfeited.

Surrender/Cancellation

1. The successful applicant shall have the option to surrender the shop/office before the issue of possession letter.
2. Allotment of shop/office will be automatically cancelled in case payments are not made within the prescribed period.

In both the cases, amount deposited is refundable without any interest.

Possession of Shop/Offices

The allottee shall be entitled to take delivery of possession only after he/she has completed all the formalities, paid all dues and furnished/executed all the documents.

Schedule-I
FAZAL IMAM PUBLIC CHARITABLE TRUST

FRASER ROAD, PATNA-1

Block- A

Details of Measurement in SQ.FT.of Shops on Lower Ground Floor, the proposed rent that shall be charged per sq.ft. and the security money to be deposited at the time of agreement is given below:-

Shop No.	Area (ft.)	Total Measurement (Sq.ft.)	Minimum Rent/Reserved Price (@50/-per Sq.ft.)	Security money to be deposited
1	11 x 14	154	Rs. 7700=00	Amount equivalent to 1 year rent
2	11 x 16.2	178	Rs.8900=00	Do
3	11 x 14	154	Rs.. 7700=00	Do
4	11 x 14	154	Rs. 7700=00	Do
5	11 x 14	154	Rs. 7700=00	Do
6	11 x 14	154	Rs. 7700=00	Do
7	11 x 14	154	Rs. 7700=00	Do
8	11 x 14	154	Rs. 7700=00	Do
9	11 x 14	154	Rs. 7700=00	Do
10	11 x 14	154	Rs. 7700=00	Do
11	11 x 14	154	Rs. 7700=00	Do
12	11 x 14	154	Rs. 7700=00	Do
13	11 x 14	154	Rs. 7700=00	Do
14	11 x 14	154	Rs. 7700=00	Do
15	16 x 13	208	Rs.10400=00	Do
16	11 x 13	143	Rs.7150=00	Do

FAZAL IMAM PUBLIC CHARITABLE TRUST

FRASER ROAD, PATNA-1

Block- A

Details of Measurement in SQ.FT.of Shops on Ground Floor the proposed rent that shall be charged per sq.ft. and the security money to be deposited at the time of agreement is given below:-

Shop No.	Area (ft.)	Total Measurement (Sq.ft.)	Minimum Rent/Reserved Price(@60/- per Sq.ft)	Security money to be deposited
1	11 x 14	154	Rs.9240=00	Amount equivalent to 1 year rent
2	11 x 16.2	178	Rs.10680=00	Do
3	11 x 14	154	Rs.9240=00	Do
4	11 x 14	154	Rs.9240=00	Do
5	11 x 14	154	Rs.9240=00	Do
6	11 x 14	154	Rs.9240=00	Do
7	11 x 14	154	Rs.9240=00	Do
8	11 x 14	154	Rs.9240=00	Do
9	11 x 14	154	Rs.9240=00	Do
10	11 x 14	154	Rs.9240=00	Do
11	11 x 14	154	Rs.9240=00	Do
12	11 x 14	154	Rs.9240=00	Do
13	11 x 14	154	Rs.9240=00	Do
14	11 x 14	154	Rs.9240=00	Do
15	16 x 13	208	Rs.12480=00	Do
16	11 x 13	143	Rs.8580=00	Do

FAZAL IMAM PUBLIC CHARITABLE TRUST

FRASER ROAD, PATNA-1

Block- A

Details of Measurement in SQ.FT.of Shops on First Floor the proposed rent that shall be charged per sq.ft. and the security money to be deposited at the time of agreement is given below:-

Shop No.	Area (ft.)	Total Measurement (Sq. ft.)	Minimum Rent/Reserved Price (@60/- Sq.ft.)	Security money to be deposited
1	11 x 14	154	Rs.9240=00	Amount equivalent to 1 year rent
2	11 x 16.2	178	Rs.10680=00	Do
3	11 x 14	154	Rs.9240=00	Do
4	11 x 14	154	Rs.9240=00	Do
5	11 x 14	154	Rs.9240=00	Do
6	11 x 14	154	Rs.9240=00	Do
7	11 x 14	154	Rs.9240=00	Do
8	11 x 14	154	Rs.9240=00	Do
9	11 x 14	154	Rs.9240=00	Do
10	11 x 14	154	Rs.9240=00	Do
11	11 x 14	154	Rs.9240=00	Do
12	11 x 14	154	Rs.9240=00	Do
13	11 x 14	154	Rs.9240=00	Do
14	11 x 14	154	Rs.9240=00	Do
15	16 x 13	208	Rs.12480=00	Do
16	11 x 13	143	Rs.8580=00	Do

FAZAL IMAM PUBLIC CHARITABLE TRUST

FRASER ROAD, PATNA-1

Block- A

Details of Measurement in SQ.FT.of office on the 2nd Floor, the proposed rent that shall be charged per sq.ft. and the security money to be deposited at the time of agreement is given below:-

Office No.	Area (ft.)	Total Measurement (Sq.ft.)	Minimum rent/Reserved Price (@40/- per Sq.ft.)	Security money to be deposited
1	44 x 22	968	Rs.38720=00	Amount equivalent to 1 year rent
2	34 x 22	748	Rs.29920=00	Do
3	23.3 x 26.6	619	Rs.24760=00	Do
4	26.8 x 30	804	Rs.32160=00	Do
8	30.9 x 12.7	392	Rs.15680=00	Do

FAZAL IMAM PUBLIC CHARITABLE TRUST

FRASER ROAD, PATNA-1

Block- A

Details of Measurement in SQ.FT.of office on the 3rd Floor, the proposed rent that shall be charged per sq.ft. and the security money to be deposited at the time of agreement is given below:-

Office No.	Area (ft.)	Total Measurement (Sq.ft.)	Minimum rent/Reserved Price (@35/- per Sq.ft.)	Security money to be deposited
8	30.9 x 12.7	392	Rs.13720=00	Amount equivalent to 1 year rent
9	34 x 22	748	Rs.26180=00	Do
10	28.8 x 30	864	Rs.30240=00	Do
11	23.3 x 26.6	619	Rs.21665=00	Do
12	44 x 22	968	Rs.33880=00	Do

FAZAL IMAM PUBLIC CHARITABLE TRUST

FRASER ROAD, PATNA-1

Block- A

Details of Measurement in SQ.FT.of office on the 4th Floor, the proposed rent that shall be charged per sq.ft. and the security money to be deposited at the time of agreement is given below:-

Office No.	Area (ft.)	Total Measurement (Sq.ft.)	Minimum rent/Reserved Price (@30/- per Sq.ft.)	Security money to be deposited
8	30.9 x 12.7	392	Rs.11760=00	Amount equivalent to 1 year rent
9	34 x 22	748	Rs.22440=00	Do
10	28.8 x 30	864	Rs.25920=00	Do
11	23.3 x 26.6	619	Rs.18570=00	Do
12	44 x 22	968	Rs.29040=00	Do

FAZAL IMAM PUBLIC CHARITABLE TRUST

FRASER ROAD, PATNA-1

Block- A

Details of Measurement in SQ.FT.of office on the 5th Floor, the proposed rent that shall be charged per sq.ft. and the security money to be deposited at the time of agreement is given below:-

Office No.	Area (ft.)	Total Measurement (Sq.ft.)	Minimum rent/Reserved Price (@30/- per Sq.ft.)	Security money to be deposited
8	30.9 x 12.7	392	Rs.11760=00	Amount equivalent to 1 year rent
9	34 x 22	748	Rs.22440=00	Do
10	28.8 x 30	864	Rs.25920=00	Do
11	23.3 x 26.6	619	Rs.18570=00	Do
12	44 x 22	968	Rs.29040=00	Do

FAZAL IMAM PUBLIC CHARITABLE TRUST

FRASER ROAD, PATNA-1

Block- B

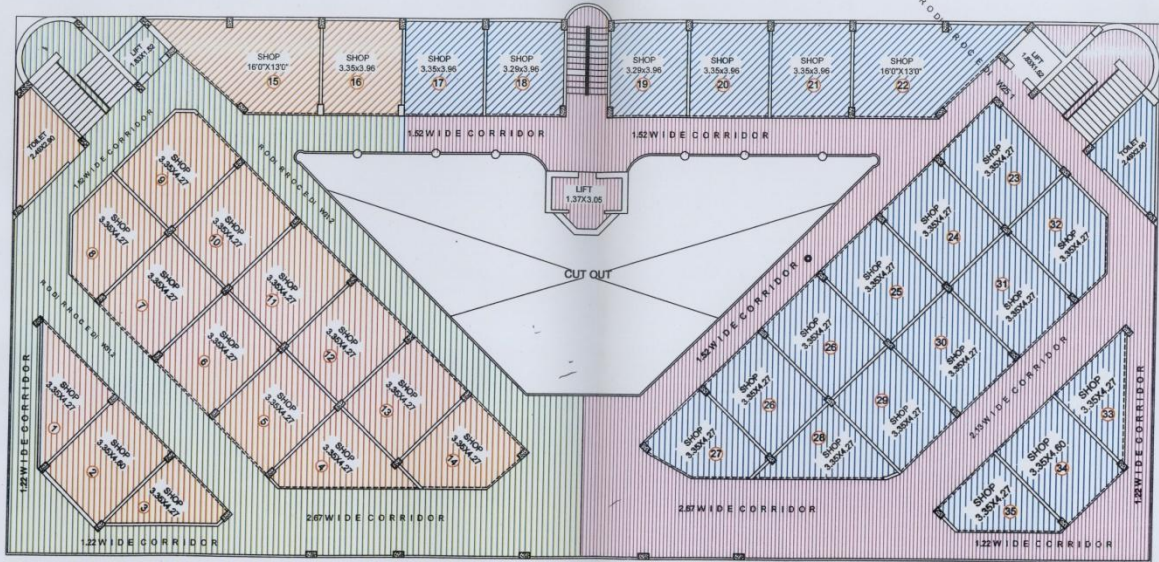
Details of Minimum rent Per Square Foot of Office in Block B (100% Being Trust Share) and the security money to be deposited at the time of agreement is given below:-

Floor	Total Area (Sq.ft.)	Minimum Rent/reserved Price Per Square Foot	Security money to be deposited
2	2200	Rs. 40/-	Amount equivalent to 1 year rent
	1100	Rs. 40/-	Do
3	2200	Rs. 35/-	Do
	1100	Rs. 35/	Do
4	2200	Rs. 35/	Do
	1100	Rs. 35/	Do
5	2200	Rs. 35/	Do
	1100	Rs. 35/	Do
6	2200	Rs. 25/-	Do
	1100	Rs. 25/	Do
7	2200	Rs. 25/	Do
	1100	Rs. 25/	Do

ANNEXTURE - K SERIES

DEMARICATION OF SHARE (45% TRUST and 55% BUILDER) IN ACCORDANCE WITH THE MEASUREMENT REPORT DATED 26.9.12
 SUBMITTED IN CWT NO-6870/12, CWT NO-2625/12, CWT NO-7395/12 IN PURSUANCE TO ORDER DATED 05-10-12.

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- TRUST SHARE { BUILT-UP AREA }
- TRUST SHARE { COMMON AREA }

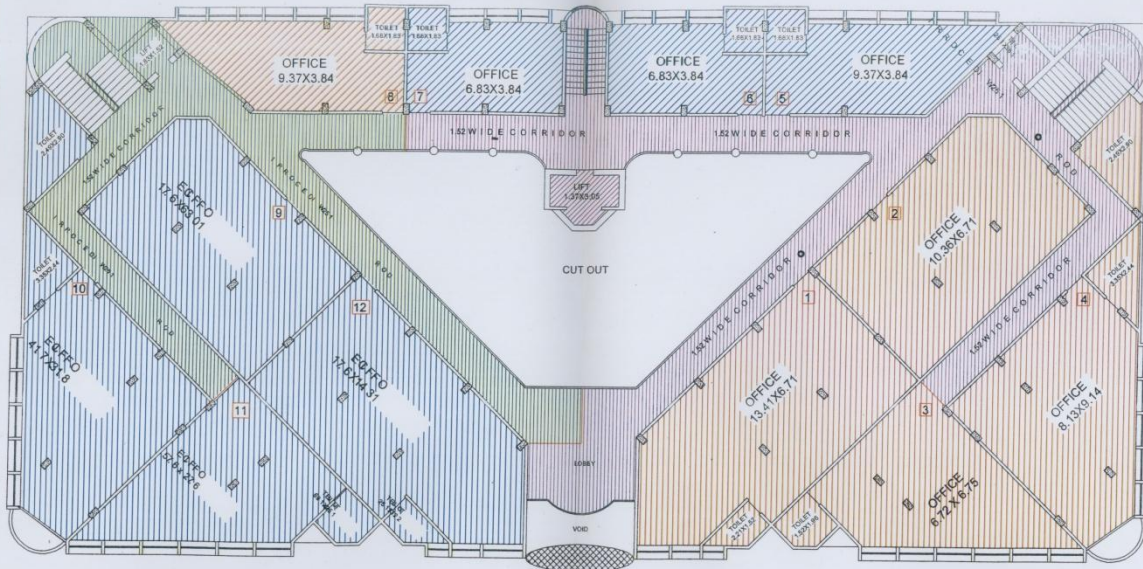
LOWER GROUND FLOOR
 GROUND FLOOR
FIRST FLOOR PLAN
 FAZL IMAM COMPLEX - BLOCK-A.

- BUILDER SHARE { BUILT-UP AREA }
- BUILDER SHARE { COMMON AREA }

ANNEXTURE - L

ADJUSTMENT OF TRUST SHARE FROM NORTH TO SOUTH, AS THE 3900 SFT OF TRUST SHARE WAS SOLD TO M/S SHAMDHAVI
 MARKETING PVT LTD BY THE BUILDER M/S NAMIRA CONSTRUCTION PVT LTD, IN PURSUANCE OF THE ORDER DATED 05-10-12 IN CWT NO. 8300/12.

4



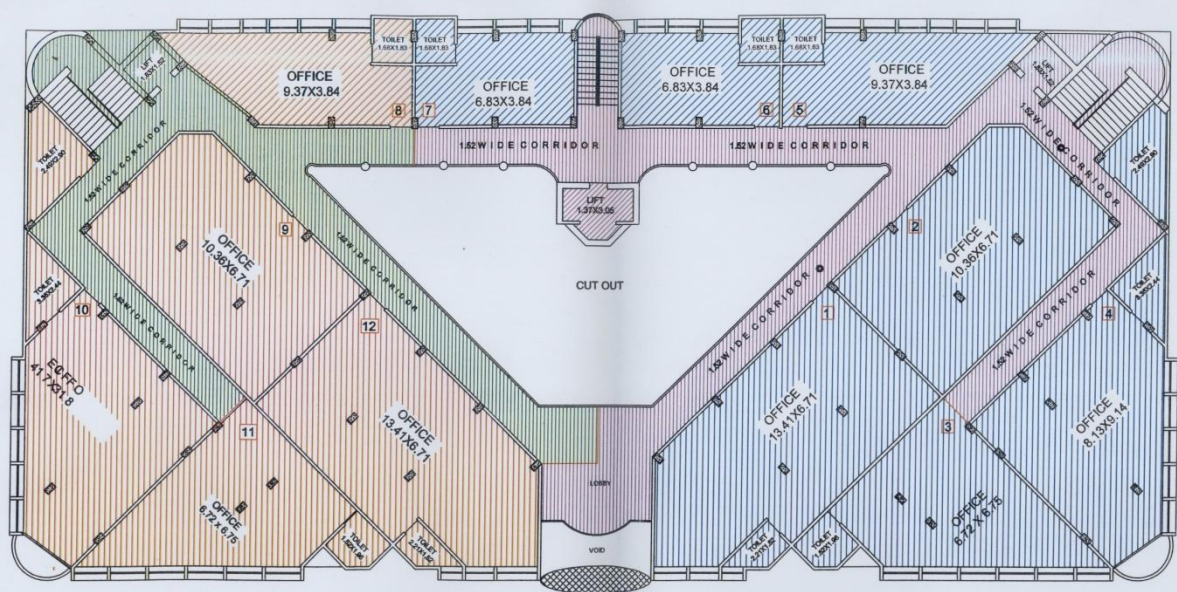
- TRUST SHARE { BUILT-UP AREA }
- TRUST SHARE { COMMON AREA }

2ND FLOOR PLAN
 FAZL IMAM TRUST, BLOCK-A.

- BUILDER SHARE { BUILT-UP AREA }
- BUILDER SHARE { COMMON AREA }

DEMARICATION OF SHARE (45% TRUST and 55% BUILDER) IN ACCORDENCE WITH THE MEASUREMENT REPORT DATED 26.9.12
 SUBMITTED IN CWT No. 6870/12, CWT No. 2425/12, CWT No. 8200/12 and CWT No. 17395/12 IN PURSUANCE TO ORDER DATED 05-10-12.

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- TRUST SHARE { BUILT-UP AREA }
- TRUST SHARE { COMMON AREA }

- BUILDER SHARE { BUILT-UP AREA }
- BUILDER SHARE { COMMON AREA }

3RD, 4TH & 5TH FLOOR PLAN
 FAZL BNAM COMPLEX - BLOCK-A