

THIS DEED OF LEASE made this _____ day of _____ Two Thousand and _____ .

BETWEEN

INDIAN CHURCH TRUSTEES (PAN No. AAATI4775Q), a body incorporated by Royal Charter dated 11th June, 1929 under the provisions of Sub-Section (i) of Section 6 of the Indian Church Act, 1927 having its office at Bishop's House, 51, Chowringhee Road, Post – Office Middleton Row, Police Station Shakespeare Sarani, Kolkata – 700071, represented by **Mr. Sushil Tiwari**, son of Mr. Shiv Shankar Tiwari, (PAN: ADXPT2879A) (AADHAR 383221982176) residing at Flat No.203,Kasturi Apartment, 2nd Floor, 138, Banamali Naskar Road, , P.O & P.S:Parnashree, Kolkata - 700060 Authorised person of the Developer as per POA dated 22nd August 2019 and hereinafter referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the **FIRST PART**

AND

1) SRIJAN REALTY PRIVATE LIMITED (PAN No. AAHCS6112K), a Company incorporated under the Companies Act, 1956, having its registered office at Srijan House, 36/1A, Elgin Road, Post Office: Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata – 700 020 represented by Authorised Representative **Mr. Sushil Tiwari**, son of Mr. Shiv Shankar Tiwari, (PAN: ADXPT2879A) (AADHAR 383221982176) by nationality Indian residing at Flat No.203,Kasturi Apartment, 2nd Floor, 138, Banamali Naskar Road, , P.O & P.S:Parnashree, Kolkata - 700060,

2) EASTFORD DEVELOPERS LLP (PAN: AAFFE5742C) the Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act 2008 having its regd. Office at Srijan House, 36/1A, Elgin Road, Post Office: Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata – 700 020, represented by its authorized signatory **Mr. Sushil Tiwari**, son of Mr. Shiv Shankar Tiwari, (PAN: ADXPT2879A) (AADHAR 383221982176) by nationality Indian residing at Flat No.203,Kasturi Apartment, 2nd Floor, 138, Banamali Naskar Road, , P.O & P.S:Parnashree, Kolkata - 700060

hereinafter jointly **referred to as the "PROMOTERS/ LESSOR"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successors and/or successors in interest and assigns.) of the **SECOND PART:**

AND

[If the Lessee/Allottee is an individual]

Mr./Mrs./Mrs _____, (Aadhaar no. _____) son of _____ aged about ----- years, residing at _____ (PAN _____) , hereinafter referred to as the “**Lessee/Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the heirs, executors, administrators and permitted assigns).

or

[If the Lessee/Allottee is a company]

_____ (CIN no. _____), a company incorporated under the provision of the companies act , [1956 or 2013 , as the case may be], having its registered office at _____ (PAN - _____), represented by its authorized signatory _____ (Aadhar No. _____) duly authorized vide board resolution dated _____ hereinafter referred to as the” **Lessee/Allottee** “ (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest , executors, administrators, and permitted assignees) of the **THIRD PART:**

[or]

[If the Lessee/Allottee is the Partnership Firm or a LLP]

_____ a partnership firm (or a Limited (**or A LLP**) registered under the Indian Partnership Act, 1932 (or registered under the Limited Liability Partnership Act 2008) having its principal place of business at _____ (PAN - _____), represented by its authorized Partner, _____ (Aadhar No. _____) authorized vide _____ hereinafter referred to as the” **Lessee/Allottee** “ (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the present Partners for the time being of the Firm/LLP, the survivor or survivors of them, their heirs, executors and administrators of the last surviving Partner and his /her/ their assigns.) of the **THIRD PART:**

[or]

[If the Lessee/Allottee is a HUF]

Mr..... (PAN No.....) son of, aged about, for self and as the Karta of the Hindu Joint Mitakshara Family known asHUF, having its place of business/ residing at, PAN no.) hereinafter referred to as the” Lessee/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 as well as the members of the said HUF, their heirs , executors, administrators, successor in interest and permitted assigns,) of the **THIRD PART:**

The Owner, Promoter/ Lessor, and the Allottee/ Lessee, shall hereinafter collectively be referred to as the “parties”, and individually as a “party”.

WHEREAS:

- A. By an Indenture dated 05.10.1880 executed by and between one Mir Mohammed Cazim of No.19, Chitpore Road therein referred to as the Vendor of the one part and The Incorporated Society for the Propagation of the Gospel in Foreign Parts, (hereinafter referred to as the Said Society) therein referred to as the Lessor

of the Other Part and registered in the Office of the Sub Registrar Alipore, in Book No.I, Volume No.40 pages 193 to 199 Being No.3092 for the year 1880 the Vendor therein for the consideration stated therein sold transferred and conveyed unto and in favour of the said Lessor All that the property being premises no.23 Lower Circular Road measuring 18 (eighteen) Bighas, 17(Seventeen) Cottahs and 6 (Six) Chittaks more or less, Together With dwelling houses, stables gardens etc in Dihi Panchannagram in the District of 24 Parganas Sub-District of Alipore, hereinafter referred to as the “**said Entire Property**”.

- B. The said Entire Property was later sub-divided into several smaller plots including premises No.224 Lower Circular Road (subsequently renamed as Acharya Jagadish Chandra Bose Road) Calcutta containing land measuring **7 (seven) Bighas, 9 (nine) Cottahs, 10 (ten) Chitaks and 22 (twenty two) Square Feet** (hereinafter referred to as the “**Said Property**”).
- C. By a notification published in the Gazette Of India on July 20, 1929 George The Fifth, the then Emperor of India granted a Charter of Incorporation to the Indian Church Trustees whereby all properties held till then for the benefit of the Indian Church which was earlier formed under the Indian Church Act, 1927, stood vested in the Indian Church Trustees and further authorized the Indian Church Trustees to acquire either by Lease or otherwise receive and hold any land ,tenement and hereditaments whatsoever or interest therein and any investments, money goods chattels or other personal property which may be transferred or paid to the Trustees pursuant to the Indian Church Act, 1927 and the rules framed thereunder or which may be assured given devised or bequeathed to the Trustees by any person or persons company or corporation or body politic capable of making an assurance gift devise or bequest thereof for the purposes of the Indian Church or any part or parts thereof or upon any special Trusts.
- D.Pursuant to the said notification, at a meeting held on 12th December, 1957, the Said Society resolved to transfer the said Entire Property including the said Property in favor of the Indian Church Trustees for better management, protection and preservation.
- E.By a Declaration dated 20th day of October, 1960 made by the Said Society for the Propagation of the Gospel in Foreign Parts and registered in the Office of the Registrar of Assurances in Book No.I, Volume No. 135, Pages 133 to 136, Being No. 5076 for the year 1960, the said Society made a declaration of vesting the Said Entire Property including the Said Property in the said Indian Church Trustees
- F.There after from time to time by several indentures of lease/transfer parts and portion out of the said Entire Property, were transferred resulting in the creation of new premises and after transferring and handing over the smaller holdings to such Lessees/Transferees the Indian Church Trustees, the Owner

herein, continue to remain in possession of Holding No. 224, A.J.C. Bose Road admeasuring **7 (seven) Bighas, 9 (nine) Cottahs, 10 (ten) Chitaks and 22 (twenty two) Square Feet** equivalent to 10010 Sq.Mtrs. more or less Together With buildings, sheds and other structures whatsoever lying erected and/or built thereat situated lying at and being Municipal Premises No.224, Acharya Jagadish Chandra Bose Road, Kolkata-700017 (hereinafter referred to as the “**said Property**”) and is more fully and particularly described in the **Part I of Schedule-A** hereunder written out of the said 7 (Seven) Bighas, 9 (nine) Cottahs, 10 (Ten) Chittacks and 22 (Twenty Two) Square Feet Building Block ‘A’ is being developed as an integrated commercial/semi commercial project (Tower “A”) named ‘LOGOS’ comprising of office spaces, commercial spaces and other spaces and common areas, amenities and facilities in the approximate land area of 30 Kottahs hereinafter referred to as Block A land more fully and particularly described in the **Part II of Schedule-A** and the same is shown and delineated in **RED** borders in the map or plan annexed hereto and marked “**Annex-A**” (hereinafter referred to as the “**said Block A Property**”)/**Project**.

- G. The Owner herein, has appointed the Developer as the Promoter/Developer/Builder in respect of the “**said Property**” by an Agreement dated 7th August, 2019 registered in the office of the Additional District sub-registrar, South 24 Parganas in Book No.I, Volume No.1606 of 2019 Pages 125600 to 125675, Being No.160603202 for the year 2019.
- H. For the ease and convenience of development the Promoter no. 1 designated a Limited Liability Partnership named **Eastford Developers LLP as a SPV** to act as the Developer/ promoter of the project who is hereinabove referred to as Promoter No. 2.
- I. The Lessor has since registered/will register (as the case may be) the Project with the West Bengal Real Estate Regulatory Authority under the provisions of the said Act at Kolkata on _____ under Registration No. _____.
- J. The Said Property has been developed by construction of three building blocks ‘A’, ‘B’ and ‘C’ wherein Building Blocks ‘B’ and ‘C’ shall be exclusively used by the Owner for the benefit of Bishop’s College and constructed spaces only in Building Block ‘A’ is being developed as an integrated commercial/semi commercial project (Tower “A”), named ‘LOGOS’ comprising of office spaces, commercial spaces and other spaces and common areas, amenities and facilities for grant of lease (“Project”). There is a separate entrance for the Owner and their students, trainees and other related persons for entering into the premises. The Promoter/Lessor and the Lessees of Office Units in Tower “A” shall use a separate entry for entering their Project Area.
- M. The Promoter/Lessor has completed construction of Building Block ‘A’ (**the Project**)/”**LOGOS**”) as per plan sanctioned by the Kolkata Municipal Corporation, being Building Permit No. 2022080083 dated 21st September, 2022 with provisions for amenities and facilities to be used in common by all occupants / lessees of Building Block ‘A’.

N. By an Agreement for lease dated _____ registered in the Office of _____ in Book No.I, Volume No.____, Pages ____ to _____, Being No._____ for the year _____ the Lessee was allotted Office Unit No..... type, onfloor in Building Block -A..("Building") having carpet area of square feet corresponding to Built-up area of _____ square feet demarcated in the Floor Plan annexed hereto and marked **ANNEX-B** Together With the right of entrance, exit and/or right of way in such of the buildings Common Parts (area) which gives access to the Block "A" where the said Unit is situated Together With undivided proportionate impartible part or share in the Land beneath the building Block "A" and also the common areas, facilities and amenities of the building Block "A as defined under clause (n) of section 2 of the RERA Act working out to a Super Built up area of _____ square feet, alongwith the right to use ____ Car parking Garage / Covered (Dependent/Independent) / Mechanical Parking Space (Dependent/Independent) /Open Car Parking Space (Dependent/Independent)No.____ admeasuring_____ square feet (Car Parking Space) located on the Basement/Ground/____ Floor of or around the Building Block as permissible under the applicable law (hereinafter referred to as the "Unit" as per Unit Plan and Parking Plan annexed hereto and collectively marked **Annex-B** and described in **SCHEDULE B**) for the initial lease period of ____ years commencing from the Date of Completion Certificate/residual period alongwith the right of renewal of the lease for a further term of 99 (ninety Nine) years on the same terms and conditions and at the lease rent to be enhanced by 10(ten) times of the existing lease rent which is now Rs _____(Rupees _____)only per month.

NOW THIS DEED WITNESSETH and it is agreed by and between the parties hereto as follows:

1. LEASE AND CONSIDERATION:

In pursuance of the above and in Consideration/Premium of the sum of **Rs. _____/- (Rupees _____)**only of the lawful money of India well and truly paid by the Lessee/Allottee to the Lessor/Promoter as and by way of premium and/or Salami at or before execution hereof (the receipt whereof the Lessor hereby admits and acknowledges as also by the receipt and memo hereunder written admitted and acknowledged to have been received) and in further consideration of the other charges as stated in the **SCHEDULE-C** hereunder written and in further consideration of the terms conditions covenants contained in the said Agreement for Lease dated _____and the agreements herein contained and on the part of Lessee to be observed fulfilled and performed, the Lessor with the consent and concurrence of the Owner hereby demised by way of a lease to the Lessee ALL THAT the Unit No..... type, onfloor in Building Block -A..("Building") having carpet area

of square feet corresponding to the Built-Up area admeasuring about _____ Square Feet corresponding to a Super Built-Up space admeasuring about _____ Square Feet more or less constructed at the said Premises be the same a little more or less, TOGETHER WITH the undivided proportionate share in the land beneath the building Block "A" comprised in the Said Premises TOGETHER WITH right to park ___(____) no. cars on the _____ Floor, aggregating to _____ (_____) number of car parking spaces more fully and particularly mentioned and described in **SCHEDULE B** hereunder written and delineated in the plan annexed hereto and thereon coloured in RED AND TOGETHER WITH the right to use the building's common parts and portions, amenities and facilities fully described in **SCHEDULE C** hereunder written but excepting the Reserved and Excluded areas such as (I) the roof of the overhead water tanks and lift machine rooms, the parapet walls, (II) Open terraces on any floors of the Block (III) the open/covered/stilt/mechanical Parking spaces of the Block (IV) the elevation and the exterior of the Block (V) Storage areas (VI) Basement not for common use and any Community or Commercial/ other facility which is not meant for common use (VII) Such other open and covered spaces which is hereinafter expressed or intended not to be a common portion and the rights thereto and reserving the easement and other rights and other measures more fully described in the **SCHEDULE D** hereunder written for the term of the Said Lease of _____ years which the Lessor with the consent and concurrence of the Owner hereby grants to the Lessee for the purpose of setting up and running its Office on and from the _____ till the expiry of the term of the lease .

2. COVENANTS OF THE LESSEE:

The Lessee does hereby covenant with and assure the Lessor as follows:

2.1 To abide by all the terms and conditions, stipulations, obligations performable and as provided in the Agreement for Lease and the terms contained herein and also to abide by the terms and conditions as may be imposed by any statutory authority any time in future.

2.2 TAXES:

2.2.1 To pay and discharge all Municipal Rates & Taxes, Cesses, Commercial Surcharge, Water Tax and other taxes of whatsoever nature such as multistoried building tax and all other assessments, impositions, outgoings of any kind whatsoever imposed by the local bodies or the State/ Central Government from the date of commencement of liability levied or which may be levied or imposed and burdened in future on the said demised unit and also the proportionate share of all taxes of whatsoever nature imposed on the Said Premises.

2.2.2 So long as the Said Unit is not separately mutated and separated, the Lessee shall pay the proportionate share of all rates and taxes assessed on the whole premises. Such proportion is to be determined by the Lessor/ Maintenance In-Charge on the basis of the area of such Said Unit in the said Building.

2.3 RIGHTS OF THE LESSOR:

2.3.1 The Lessee is aware and agrees and covenants not to raise any objection for extension of the Project in contiguous land or by way of construction of additional floor if law permits in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewage, underground reservoir, pumps, and other amenities shall all be part of a common integrated development.

2.3.2 The Lessor and the Lessee have agreed that the work of construction of the said Building shall be completed progressively and also that all the common facilities and/or amenities agreed to be provided by the Lessor will also be provided progressively.

2.4 **FIT OUTS:** The lessee acknowledges that the Lessor has demised the said Unit in a bare-shell condition and without fit-outs in the said Unit and the Lessor has no obligation towards the lessee in respect of any fit-out work inside the said unit. All fit-outs in the said unit (including high end and low end air-conditioning, interior decoration and office automation of the said unit, flooring, furniture, fixtures, fittings, internal piping and cabling, fire springlers/ detectors and fire safety systems, electrical and stationary fittings, electrical, cabling, work station, internal security systems, access control, internal toilets, partitions, exhausts, and other internal utilities and/or other related items) have been put up or shall be put up by the Lessee in terms of this Deed provided hereunder:

2.4.1 The Lessee shall at its own costs and expenses be entitled to put-up, erect and install at or inside the said Unit the fit-outs required for its business including the interior decoration and automation of the Unit, internal ducting arrangements for air-conditioning, furniture, fixtures, fittings, fire sprinklers/ detectors, electrical fittings, access control and other internal utilities in a good and workmanlike manner and without violating any laws, rules or regulations of municipal and other authorities, bear the cost of all Fit-outs to be put-up, erected and installed at or inside the said Unit including the interior decoration and office automation of the said Unit flooring, furniture, fixtures, fitting, internal ducting, piping and cabling, fire sprinklers/ detectors, electrical fitting, access control internal toilets, partitions air-conditioning and other internal utilities, electrical, UPS, cabling, false ceiling, work stations, stabilizers, fire-safety systems and other related items (all hereinafter collectively referred to as "**the Fit-out**") shall be done and completed by the lessee at its own costs and expenses and in a good and workman-like manner and without violating any laws, rules or regulations of the municipality and other authorities and with minimum noise and no disturbance or annoyance to the other occupants of the said Building.

2.4.2 The Lessee agrees to effect the Unit fit-outs efficiently and to cause minimal disruption to the other users of the building. The lessee shall ensure that its agents, employees, workmen, contractors, sub-contractors and suppliers, at all times comply with the reasonable

instructions of the Lessor's Architects and warrants that all its contractors, sub-contractors and suppliers waive any liens to which they may be entitled. The Lessee shall forthwith and at its own cost, repair any damage to the building and/or premises arising out of such Unit fit-out. The Lessee shall ensure that there shall be no stacking of debris or materials in the common areas and there shall be regular cleaning of all debris arising out of the Fit-out works. All rubble resulting from the lessee's installation shall be removed by the Lessee at intervals of not longer than 24 hours, failing which the Lessor shall without prejudice to the other rights it has under this Deed, be entitled, but not obliged, to remove the same at the lessee's cost. The Lessee indemnifies the Lessor against any loss it might suffer however arising as a result of the Lessee's breach of any of the aforesaid undertakings.

2.5 The Lessor shall render necessary co-operation to the -Lessee, if required by the Lessee in obtaining necessary permissions, approvals, from the statutory authorities in connection with the interiors to be done in the Said Unit.

2.5.1 The Lessee will, at its own cost and expense, keep its fit outs, belongings and valuables at the said Unit insured for the value thereof and if there be total or partial loss or destruction thereof due to any reason whatsoever, the Lessor shall neither be liable nor be held responsible in any manner there for. However it is agreed that the Lessor shall extend necessary co-operation to the Lessee, if required in lodging the claim before the Insurance Company for any loss/ damaged suffered.

2.6 **Addition or alteration:** The Lessee hereby unequivocally and categorically undertakes not to break, maim, hammer or in anyway damage or destroy the post tensioned beams and columns in the floor, ceiling and the walls of the said Unit. However the Lessee shall be entitled to make necessary lawful alteration (without affecting the structure) for installation for installation of the fit-out in the Said Unit. This is critical to the safety and stability of the said Building. The Lessor has categorically informed the Lessee that the Said Unit has been constructed with a post tensioned RCC Structure and has specifically beams and columns on the floor, ceiling and wall of the Said Unit. The Lessee shall be responsible for all consequence, losses of life and property, damages or accidents that may occur due to breach or default on the part of the lessee in carrying out any condition and stipulation mentioned herein.

2.6.1 The Lessor shall be entitled to effect any repairs, alterations or improvements and additions to the building and to install such necessary equipment as may be required and for this purpose the Lessor shall be entitled to enter upon the demised unit in order to do such work and the Lessee shall not have any claim for compensation, damages or remission of any charges.

2.6.2 The Lessee shall neither make nor permit to be made any alterations in or additions to the demised unit or any part thereof or the Lessor's fixtures, fittings and decorations therein, if any; and in particular not to make or permit to be made any such alterations or additions that

will prevent the full and unrestricted use and benefit of the air-conditioning system to the portions of the Building adjoining the demised Space without having first obtained the written license and consent of the Lessor; such consent shall not be unreasonably withheld, and in the event of such license and consent being given to carry out, at the Lessee's own expense, such alterations or additions with such materials and in such manner and at such time as shall be designated by the Lessor and upon the determination of the said term or any renewal thereof, if requested by the Lessor, the Lessee shall remove all such alterations or additions, in such manner and at such time as shall be designated by the Lessor, whether addition or alteration was constructed by the lessee or by any previous lessee, so as to restore the said space to its original state and condition at the expense of the lessee.

- 2.7 **Use of the said Unit:** The lessee shall use the said Unit solely for the purposes of setting up and running its Office and related activities under its trade name and shall neither use nor permit or allow to be used, the said unit or any part thereof for any purpose and acknowledges that it cannot undertake and/or practice any other form of Business without first obtaining permission in writing from the Lessor.
- 2.8 **Use of the Parking Facility:** The lessee shall avail and use the Parking Facility exclusively allotted by the Lessor only for purpose of parking its motor cars and shall not park or allow or permit to be parked by its employees agents visitors guests customers, any motor car or other vehicle at any other place at the said Office Complex. The Lessee shall not be entitled to transfer the parking facility granted to it by the Lessor independent of the lease of the said unit to any other person. The Lessee shall not raise or put up any kutchra or pucca constructions grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted. The Lessor does not undertake that there will be sufficient parking for the Lessee's customers, visitors or employees.
- 2.9 **General Restrictions, Rules and Regulations:** As a matter of necessity, the lessee, in using and enjoying the said Unit and the Building's Common Portions binds itself to such covenants as may be deemed reasonable by the Lessor and with all the other Occupants in the Building to observe fulfill and perform the rules regulations obligations covenants and restrictions in addition to those stated in the Agreement also those framed and made applicable by the Lessor and/or the Maintenance In-charge from time to time from and/or which may from time to time be in force for the quiet and peaceful use enjoyment and management of the said Unit and in particular the Building's Common Portions and other Common purposes and in particular those specified hereunder:-
- (i) To keep the said demised Unit in a good state of repairs and condition and to carry out necessary repairs or replacements at regular intervals at its own cost;

- (ii) To keep and maintain the said demised Unit as a decent place of business and shall keep it painted and repaired at regular interval at its own cost;
- (iii) The Lessee shall maintain at its own costs the said demised Unit/floor in the same good condition state and order i.e. clean, hygienic and tidy and abide by all laws, by-laws, rules, regulation and restriction (including those relating to fire safety under the West Bengal Fire Safety Act, 1950 and the rules made there under) of the Government and/or any statutory authority and/or local body with regard to the use, properly and timely maintenance;
- (iv) To take immediate steps for necessary mutation and/or entry of the name of the Lessee in the records of respective authorities for the purpose of payment of the Municipal Taxes, Urban Land Tax, Multistoried Building tax and other taxes which may be levied by KMC and/or any other authorities concerned;
- (v) To affix its name plate, sign board, logo of any kind and glow or neon sign and letter box at the places specially earmarked for the purpose and not at any other place/ places. Provided however it is made clear that the Lessee shall not be entitled to display any banner, hoarding, poster and materials of whatsoever nature in any place of the building. The signage shall be of a size to be agreed upon and in keeping with the overall design and aesthetics to be approved by the Lessor and/or architect in order to keep the design and aesthetics of the building intact. Furthermore, any taxes, or other charges or outgoings payable to any government body or authority for display of logo/ signage or obtaining any permission in connection therewith shall be born and paid by the Lessee;
- (vi) To comply with and observe all applicable rules and regulations of applicable statutes and any obligations imposed by applicable laws and other legal requirements for carrying on its business activities from the Said Unit;
- (vii) To observe the rules framed from time to time by the Sub-Lessor/ Maintenance in Charge;
- (viii) To allow the Lessor/ Maintenance in charge with or without workmen to enter into the said Unit for the purpose of maintenance and repairs but only with 24 hours prior notice in writing to the Lessee;

- (ix) To co-operate with the other Co-Lessees and the Lessor and the Maintenance In Charge in the management and maintenance of the said New Building;
- (x) To ensure that any dispute arising with any employee or staff member is promptly dealt with and further that no demonstration/ agitation of any kind takes place inside or in the vicinity of the Office complex. The Lessee shall also ensure that its employees, agents, contractors or associates do not in any manner deface, vandalize or bring to disrepute the Office Complex by affixing posters, hanging festoons or doing any other act in any manner whatsoever, in which event, all damages of whatsoever nature caused to the Office Complex shall be suitably compensated by the Lessee;
- (xi) To ensure that the Lessee complies with, obtain and keep valid and subsisting all requisite permissions, license, registration and approvals including but not limited to, those under municipal laws, local laws, labour laws, environmental laws as are applicable for the use of the said Unit for selling of or dealing with the products and rendition of the services from the Office Complex;
- (xii) To observe and perform the regulations framed as to the manner of use of the said demised unit and/or common services as may be framed or made applicable from time to time for use of the said demised unit by the lessee and such rules and regulations for the use of the said demised unit and common services as and when made, altered or amended shall form part of this indenture;
- (xiii) To use and enjoy the stair case, landings, lobby, passages and other common parts and common portions only to the extent required for ingress to and egress of men, materials, utilities and facilities from the said demised unit;
- (xiv) The internal non load bearing walls that divide the said demised unit from the adjoining office space shall be deemed to be common walls and shall be maintained as the equally shared expenses of the Lessee and the other respective Lessees of the adjoining space;
- (xv) The Lessee shall comply with and not contravene or permit the contravention of all applicable laws, by-laws and regulations (which regulations shall without limiting the generality thereof include the National Building Regulations and codes), especially those relating to the Lessees or occupiers of business premises or the conduct of any business carried on in the premises.

- (xvi) The Lessee shall not contravene or permit the contravention of any of the conditions of title under which the property is held by the Lessor or any of the provisions of the Town Planning Scheme applicable to the property and not do or cause or permit to be done in or about the unit anything which may be or cause a nuisance or disturbance to other occupants of the building;
- (xvii) The Lessee shall not open out any additional window or any other apparatus protruding outside on the exterior of the said demised unit and/or the Office Complex;
- (xviii) To maintain or remain responsible for the structural stability of the said Unit and not to do anything which has the effect of affecting the structural stability of the building and also not to store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner;
- (xix) To abide by such building rules and regulations as made applicable by the Lessor/ Maintenance in charge provided that nothing in the rules may purport to vary this lease and if there is any inconsistency between the terms of this lease and the regulations, this lease shall prevail;
- (xx) The Lessee shall at its own costs and expenses apply for and obtain all necessary permissions and approval from respective agencies for running of its business.
- (xxi) The Lessee shall not carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral trade or activity in or through the said Unit and the Building. The Lessee shall at its own costs and expenses apply for and obtain all necessary permissions and approval from respective agencies for running of its business;
- (xxii) To notify the Lessor of any damage, defect or malfunction which may occur in or to any part of the demised Unit/ floor and/or the Office Complex, water pipes, gas pipes, electrical wiring, air conditioning duct or any other fittings or fixtures therein;
- (xxiii) For the purposes of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Lessee shall be deemed to be the act, default or omission of the Lessee;

- (xxiv) The Lessee shall in using the said Unit and the Facilities abide by, comply with, observe, fulfill and perform all directions, rules and regulations, notices, orders and requisitions of the government, municipal bodies and/or other concerned statutory or public body or person and not do any act deed or thing which may be prohibited or not permitted;
- (xxv) The Lessee shall not interfere with the electrical installation or any other installation or equipment belonging to the Lessor and shall not overload the electrical system or any other service;
- (xxvi) To allow the co-lessees and occupants to enjoy the right of easement and/ or quasi easements at the spaces provided for the purpose;
- (xxvii) Not to install or maintain in the said demised Unit any equipment or apparatus that may adversely affect the performance of any security or fire alarm system in the building;
- (xxviii) Not to do any cooking activity except for the daily refreshment and short eats i.e. tea, coffee etc in the said demised Unit;
- (xxix) Not to install or use at the said demised space any equipment which causes noise or vibration detectable outside the said demised space or causes damage to the same or the building or plant or conducting media;
- (xxx) Not to do or omit to be done or suffered in any manner for contravention of the statutes, statutory instructions, rules, orders and regulation for the time being in force relating to the said demised Unit and the building or any orders, directions or injunctions may be given therein and in particular to comply with the conditions attached to any permission for use and occupation of the said demised unit in the building given or to be given in relation thereto and at all times in that behalf to indemnify and keep indemnified the lessor against all costs of the proceedings and expenses in respect thereof;
- (xxxii) Not to place or take into the passenger lifts without the prior approval of Maintenance in charge any baggage, furniture, heavy articles or other goods. They can be ferried only by Service Lift or goods staircase;
- (xxxiii) Not to discharge into any conducting media that serve the building any substance that may obstruct or cause

damage or danger or release noxious poisonous or radioactive matter or any thing likely to pollute or contaminate and prevent any blockage of any sewer, water-pipe or drain and at the Lessee's cost remove such blockage or obstruction should it occur;

- (xxxiii) Not to subdivide or partition the said demised Unit and/or the parking space allotted any part or portion thereof in any manner whatsoever provided, however, that this will not prevent the Lessee from doing internal wooden/ glass/ gypsum board/ or like material partition in the said demised unit.
- (xxxiv) Not to do anything or prevent the Lessor from making further or additional legal constructions on any working day without creating any disruption in the Lessee's enjoyment of the said Unit;
- (xxxv) Not to do or cause anything to be done in or around the said Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Unit or adjacent to the said Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use;
- (xxxvi) Not to do or permit to be done any act or thing which may render void or make voidable any policy of insurance in respect of the said Unit or any part of the said building cause increased premium to be payable in respect thereof;
- (xxxvii) Not to bring in any contractor or any labour or mason of its own except with the express permission of the Lessor/ Maintenance in charge however such permission shall not be unreasonably withheld by the Lessor ;
- (xxxviii) Not bring upon the demised unit any heavy machinery or other plant or equipment or goods without the written consent of the Lessor and in no event shall any such machinery, plant or equipment or goods be of such nature or size as to cause or, in the opinion of the Lessor, be likely to cause any structural or other damage to the floor or walls or any other parts of the demised unit or to any other part of the Building and the Common area. Before bringing any such equipment or goods upon the demised unit or the Common Area, the Lessee shall inform the Lessor of the Lessee's intention so to do; the Lessor may direct the routing, installation and location of all such machinery, plant and equipment and goods and the Lessee shall observe and comply with all such directions.

- (xxxix) Not to block up or darken or obstruct or obscure any of the windows or lights whether internally or on the outside of the building and shall not cover or obstruct any ventilating shafts or inlets or outlets and keep the said unit well and sufficiently lighted throughout;
- (xl) Not to install any floor covering, lighting, plumbing, fixtures or shades or make any change to the frontage, install any window covering, awning, blinds, air-conditioner or light device on or adjacent to the Unit or any window of the premises without the prior written consent of the Lessor;
- (xli) Not to modify or alter the outer elevation, outer colour scheme of façade or elevation of the building or any part thereof nor do or permit to be done any act deed or thing which may have the effect of altering or disturbing the outer look of the building.

2.10 **Alteration of facade:** The Lessee shall not change or cause to be changed the facade of the Building

2.11 **Limitation of Rights:** Save the said Unit and the parking facility and save the right to use those of the buildings' common portion which are appurtenant to the said Unit, the Lessee shall have nor shall claim any right or interest whatsoever or howsoever and in respect of the other units, spaces, constructed and other areas, parking spaces, excluded and reserved area and any other part or portion of the Office Complex. Provided further that the Lessee shall not do any act, deed or thing whereby the Lessor and all persons claiming through or under them are prevented from the quiet and peaceful possession and/or enjoyment of the other parts and portions of the said New Building.

3. LESSOR'S COVENANTS:

The Lessor doth hereby covenant with the Lessee as follows:-

- a. The Lessee shall, upon paying the charges hereby reserved and observing and performing its covenants and conditions herein contained, hold and enjoy the said Unit during the term of the lease without any let or hindrance from the Lessor or any person claiming through under or in trust for it.
- b. The Lessor will, at the cost and expense of the Lessee do such further acts, deeds or things or as may be required by the Lessee for further better and more perfectly effectuating the demise hereby granted.

4. EXCLUDED AND RESERVED AREAS:

Provided always and notwithstanding anything to the contrary elsewhere herein contained, it is expressly agreed and understood by and between the parties hereto as follows:-

The excluded and reserved areas shall never be claimed by the Lessee to be a part of either the building's Common Portions and the Lessor shall be entitled to all rights and interest in respect thereof including the following: -

- a. To Lease or let out or allow any person or persons to use the same along with or independent of the Units.
- b. To grant the right or facility of Parking at identified or unidentified parking spaces to any person.
- c. To raise further storey or stories or make construction, addition or alteration on the roof of the building or in any part thereof or on any open or covered space at the said Office Complex in accordance with law and to use and connect all common installations facilities and utilities at said Office Complex for and to all such construction, addition or alteration.
- d. To set or permit the setting up of roof gardens, cooling plants, V-Sat, Dish or other antennas etc. at or otherwise used or permit to be used the top roof of the building or any part thereof or the parapet walls or any construction thereon or any part thereof for any projections, signboards, glow sign, placard, advertisement, publicity act there at or there from.
- e. To develop and utilize the open space or spaces surrounding the building or otherwise at the Office Complex fully and in all manner whatsoever.
- f. To establish and grant any facilities there at or there from to one or more occupants of the Office Complex.
- g. The Lessee shall neither have nor shall claim any right or interest in any additional area that is or can be constructed lawfully at the said Premises or on the building or any part thereof, due to need, changes in any law, rules, regulations or bye-laws or otherwise nor shall have any right or interest in any future vertical or horizontal exploitation of the building at the said premises by way of additional or further construction or otherwise of the building.

Without prejudice to the other obligation, conditions, restriction and stipulation, as regards the use of the building's common portions any right of use of the Lessee in respect of such common portion or any part thereof shall be subject always to the paramount and over-riding rights and authority of the Lessor to identify or modify or alter from time to time the location and/or positioning of the pathway and

access way for common access and ingress and egress and/or of the ducts, pipelines, sewerage lines, cable and wires, transit lines, etc.

Provided that by no act shall the Lessor be entitled to block or disrupt the normal user and enjoyment of the said Unit by the Lessee or the access and passage of men materials and utilities to the said Unit in a reasonable manner.

The Lessee shall not have any right to nor shall object, oppose or dispute any use, construction, development or transfer of the excluded or reserved areas with or without any construction, addition or alteration and hereby undertakes and covenants not to raise any dispute, objection, hindrance, obstruction or claim with regard to the same or the doing or carrying out of any such act, deed or thing contemplated hereinabove and shall cooperate with the Lessor and sign, execute and submit all affidavit declarations, powers, authorities, no objections, consents, etc. as may be required by the Lessor for the said purposes.

5. MUTUAL AGREEMENTS:

And it is hereby agreed and declared by and between the parties hereto as follows:-

- 5.1 Right to Lease: The Lessee shall not during the period of lease hereunder reserved be entitled to sublet or sub lease the Said Unit or any part or portion thereof with the parking facilities and the right of use of building's common portion to any person or persons whatsoever without prior written consent of the Lessor. However, it is clarified that in the event the Lessee is desirous of subletting and/or sub leasing the Said Unit the same shall be in conformity with this Deed of Lease and have the Deed of such Sub lease vetted by the Lessor upon payment of cost.
- 5.2 The Lessee shall be solely responsible for any violation of the terms and conditions of this lease and the Lessee agrees to keep the Lessor saved, harmless and indemnified in respect thereof.
- 5.3 It is further expressly agreed and understood as follows:-
 - 5.3.1 Any sub-lease or sub letting made by the Lessee shall not, however, be for any term exceeding the term of this presents and the Lessee, shall notwithstanding any Sub-lease or sub-letting, be bound to comply with all the terms, conditions and covenants of the Lessee under this deed of Lease.
 - 5.3.2 The Lessee shall not be entitled to sublease, sublet or part with possession of the said Unit or any part thereof until all the charges,

outgoings, dues payable by the Lessee either to the lessor or to the Maintenance in Charge in respect of the Said Unit are fully Paid Up and intimation given to the Lessor.

5.3.3 The Lessee shall be entitled to mortgage its leasehold interest as granted under this Lease for which no further consent of the Lessor shall be required and this deed by itself as entered be treated as the consent of the Lessor.

PROVIDED THAT any such mortgage or charge must not result in breach or violation of the terms of this Lease in any manner whatsoever.

PROVIDED FURTHER THAT the Lessor shall not be liable in any manner for any liability or obligation under or arising out of any such mortgage or charge or for any breach committed by the Lessee in respect of such mortgage or charge and the Lessee shall keep the Lessor indemnified in this behalf.

6. INSURANCE:

The Lessee will at its own costs and expenses keep the structure of the said Unit insured for the value thereof and if there be any total or partial loss or destructions thereof due to any reason whatsoever, the Lessor shall not be liable or responsible in any manner there for. Any repair, replacement or reinstatement inside the said Unit shall be done and carried out by the Lessee at its own cost and expenses and those, that may be required to the exterior of the said Unit, shall be done by the Lessee along with the other occupants with consent of the Maintenance in charge at their own costs and expenses

The Lessee shall not allow any item on the premises which may affect the validity of the Lessor's insurance policy.

The Lessee shall during the currency of this Lease or any extension thereof at its cost maintain adequate public liability insurance and insurance against all risks that the Lessee bears under this Lease and without limiting the afore going shall include damages, loss of profit resulting from fire, storm and special perils, explosions, flood, earthquake, tempest, hail, riot, robbery, strike, damage and other risks and the Lessee indemnifies the Lessor against any such claim arising from such loss or damage.

7. ACQUISITION OR REQUISITION:

If the said Unit or any part thereof is at any time during the term hereby created be acquired by the Central or State Government or any Authority or Body under any Act or Ordinance for the time being in force and/or the Rules framed there under, this Lease shall stand determined and all compensation that may be awarded by the Government or the Authority for the said Unit shall belong to the Lessee and if the said Unit or any part thereof is at any time during

the term hereby created be requisitioned by the Central or State Government, or any Authority or Body under any Act or Ordinance for the time being enforced and/or the Rules framed there under, all compensations that may be awarded by the Government or Authority for the said Unit shall still belong to the Lessee without effecting Sub-lease hereby created in any manner whatsoever.

8. DEFAULTS:

If the Lessee commits any breach of the restriction for use of the Said Unit for the purposes mentioned herein or if there shall be any breach or non observance or non performance on the part of the Lessee which may affect or prejudice this Lease then and in such event the Lessor shall call upon the Lessee by giving 60 (sixty) days notice in writing to rectify the defaults or remedy the breach and in the event of the Lessee failing to comply with such requisitions within the notice period of 60 (sixty) days, it shall be lawful for the Lessor or any person or persons duly authorized by the Lessor in that behalf to enter into or upon the Said Unit or any part thereof and thereupon and the demise hereby created and all rights of the Lessee herein contained shall ceased for the duration till the breach is rectified by the Lessee.

9. WAIVER:

Any delay or indulgence by the lessor in enforcing the terms of this deed or any forbearance or giving of any time to the Lessee shall not be constituted as waiver of any breach or non compliance by the lessor nor shall the same in any way or manner prejudice the rights of the affected parties.

10. EASEMENT:

The lessor, the Lessee and the other occupants, insofar as applicable, shall be entitled to the easements quasi-easement, appendages and appurtenances belonging or appertaining to the Units respectively and the said office complex.

11. INDEMNITY:

The Lessee shall be and remain responsible for and to indemnify the Lessor against all damages costs claims demands and proceedings occasioned to the unit or any other part of the Office Complex or to any person due to negligence or any act, deed or thing made, done or occasioned by the Lessee and shall also indemnify the Lessor against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the Lessor as a result of:

- (i) Any act or omission or negligence of the Lessee or the servants agents licensees or invitees of the Lessee; and

- (ii) Any breach or non-observance by the Lessee of the Lessee's covenants and other terms hereof.

12. MISCELLANEOUS:

- a. The Lessor has appointed **Eastford Developers LLP** to maintain and manage the said building **LOGOS**.
- b. The Lessee shall and hereby undertake to abide by all the terms and conditions, stipulations, restrictions, covenants and agreements of whatsoever nature as enumerated herein and if there is any breach the Lessee shall be liable for the same.
- c. Nothing contained in or explicit by this lease shall give the Lessee the benefit or the right to enforce or to prevent the release or modification of any stipulation, restriction, covenants, agreements, terms and conditions entered into with any other Lessees by the Lessor in respect of any space or unit or other part or parts of the said building not comprised in this lease.
- d. To observe and perform all the covenants, terms and conditions contained in the Agreement for Lease dated _____ as if they were incorporated in these presents and not to commit any breach of the same.
- e. Only rights granted to the Lessee shall be those expressly setout in this lease and such further ancillary rights that arise under the general law or by any necessary implication and the Lessee shall not by virtue of this lease be deem to have acquired or entitled to and the Lessee shall not during the term acquire or become entitled to by any means whatsoever to any easements from or over or affecting any other space in the building.
- f. The Building shall be known by the name of LPGOS and save and except the Lessor herein nobody else shall have the right to change the said name. The Lessor shall not be liable for any losses or damages suffered by the Lessee arising from or incidental to such change of name, if made.

13. STAMP DUTY:

The Stamp Duty and Registration Charges in respect of this Deed shall be borne by the Lessee.

14. NOTICE:

Any Notice, document or writing required to be served delivered or given hereunder shall be deemed to be sufficiently served on the Party if pasted upon some conspicuous part of the unit or if left addressed to the party on the unit or is forwarded to the Party by Registered Post to the address herein or to its last known address and any notice document or writing shall be deemed to have been sufficiently served by either if delivered by Registered Post to the other Party's address herein mentioned. All Notices sent by Registered Post shall be deemed to be given at the time when in due course of post they could be delivered at the address to which they are sent.

15. **DISPUTE RESOLUTION**

All or any dispute arising out or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties including those relating to common purposes of the Building Complex, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

16. **JURISDICTION:**

Only the Courts having territorial jurisdiction over the concerned property in West Bengal and/or the Hon'ble High Court at Calcutta shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this deed or connected therewith.

SCHEDULE-A ABOVE REFERRED TO

PART-1
[SAID PROPERTY]

ALL THAT the land measuring **7 (seven) Bighas, 9 (nine) Cottahs, 10 (ten) Chitaks and 22 (twenty two) Square Feet** equivalent to 10010 Sq.Mtrs. more or less Together With buildings, sheds and other structures whatsoever lying erected and/or built thereat situated lying at and being Municipal Premises No.224, Acharya Jagadish Chandra Bose Road, Kolkata-700017

PART-II
[BLOCK –A PROPERTY/PROJECT]

ALL THAT the portion of the Said Property admeasuring an area of 30 Kottahs hereinafter referred to as Block A land and the same is shown and delineated in **RED** borders in the map or plan annexed hereto and marked "**Annex-A**"

THE SCHEDULE -B ABOVE REFERRED TO

(THE DEMISED UNIT,)

ALL THAT Office No. _____ containing by measurement carpet area of _____ square feet corresponding to built-up area of _____ sq.ft and super built up area of _____ square feet on the _____ floor of Building Block-A, **TOGETHER WITH** the proportionate leasehold interest in the footprint of the Tower **AND TOGETHER WITH** the right to use and enjoy in common with the other sub lessees/occupiers of the Project the common areas, amenities and facilities of the said Project (hereinafter collectively referred to as the **“Common Areas” Together with** the right to use _____ Garage/Closed Car Parking Space (Dependent/Independent) admeasuring _____ Sq.Ft / Mechanical Parking Space/Open Car Parking Space(Dependent/Independent) located on the Basement/Ground/____ Floor of or around the Building Block as per Unit Plan and Parking Plan annexed hereto and collectively marked **Annex-B**.

THE SCHEDULE -C ABOVE REFERRED TO

(THE COMMON AREA/COMMON PARTS & FACILITIES)

Common Portions as are common between the co-owners of a Block:

1. **Areas:**

- (a) Covered paths and passages, lobbies, staircases, landings of the Block and open paths and passages appurtenant or attributable to the Block.
- (b) Stair head room, caretaker room and electric meter room of the Block.
- (c) Lift machine room, chute and lift well of the Block.
- (d) Common installations on the Common Roof.
- (e) Common staff toilet in the ground floor of the Block.
- (f) Common Roof above the top floor of the block.

2. **Water and Plumbing:**

- (a) Overhead water tank, water pipes and sewerage pipes of the Block (save those inside any unit).
- (b) Drains, sewerage pits and pipes within the Block (save those inside any unit) or attributable thereto.

3. **Electrical and Miscellaneous Installations:**

- (a) Electrical Installations including wiring and accessories (save those inside any unit) for receiving electricity from Electricity Supply Agency or Generator(s) / Standby Power Source to all the units in the Block and Common Portions within or attributable to the Block.
- (b) Lift and lift machinery of the Block.
- (c) Fire fighting equipment and accessories in the Block as directed by the Director of West Bengal Fire Services.
- (d) Intelligent Fire fighting system with water sprinklers.

(e) Intelligent addressable detectors are considered to pinpoint the exact location of fire (at extra cost inside office)

(f) Micro-processor based fire alarm panel

- (g) Manual call points at exit lobbies and corridors for people to report fire
- (h) Hooters for early warning of the people for evacuation
- (i) Public address system to facilitate faster and effective evacuation
- (j) External & Internal hydrants, dedicated water tank for fire and automatic sprinkler system
- (k) Ventilated stairwells for smoke free evacuation
- (l) Multiple evacuation points and refuge platform
- (m) Security monitoring at every strategic access points
- (n) Emergency control of elevators and automatic rescue device in elevators
- (o) All entries and periphery monitored by CCTV cameras for high security of the building
- (p) Multiple Refuge area provided on the external walls

Lifts

- (q) UPS/ARD in lifts
- (r) Interior Luxury finish
- (s) Auto Ventilation
- (t) Sufficient critical spaces for repairs.
- (u) Ropes, safety switch, lift pressurisation system, ARD and other preventive maintenance and regular checking
- (v) Lift Intercom connected with FM
- (w) Cameras inside the lift
- (x) Smoke management system inside the lifts
- (y) Destination control system in lifts/odd even stop programming
- (z) Free fall protection
- (aa) Sudden jerk protection
- (bb) Emergency Light
- (cc) Sensor based door opening to avoid collision with door
- (dd) Overload sensor

- (ee) Electricity & DG (At Extra Cost)
- (ff) Separate communication duct to house rising cables
- (gg) Maintenance free earthing system for safe operations
- (hh) Capacitor control panels for automatic power correction to keep electrical system healthy & energy efficient
- (ii) Dual metering system for tenant recording separately EB and DG powers

4.. Water and Plumbing:

- (a) Water supply system for supply of water in the Said Complex/Project.
- (b) Main sewer, drainage and sewerage pits and evacuation pipes in the Said Complex/Project.
- (c) Pumps and motors for water system of the Said Complex/Project.
- (d) Water Treatment Plant,if any
- (e) Sewerage Treatment Plant,if any.

5. Electrical and Miscellaneous Installations:

- (a) Wiring and accessories for lighting of Common Portions of the Said Complex/**Project.**
- (b) Installation relating to sub-station and common transformer for the Said Complex/**Project.**
- (c) Generator(s) / Standby Power Source and accessories for provision of stand by power to the Common Portions of the Said Complex/**Project.**
- (d) CCTV
- (e) Common fire fighting equipment for the Said Complex, as directed by the Director of West Bengal Fire Services.

6. Landscape

- (a). Vertical garden
- (b). Road beautification
- (c). Landscape area to be designed by landscape consultant
- (d). Beautified driveway

7. Green Building feature in common areas

Rainwater harvesting

A rainwater harvesting tank installed in LOGOS would collect the rainwater from the roof and ground floor areas and store them to reuse it for gardening and landscaping. This will not only recharge and enhance groundwater table levels and reduce water flow into drains but also reduce the potable water required for the project, thereby making it water efficient.

Waste and garbage disposal

The organic waste converter at LOGOS will help manage waste in a proper way and convert the kitchen and garden waste to manure and use it for the landscaping.

Limiting water waste

Low water flow fixtures specifically designed to limit water waste will help users reduce water consumption.

Electric vehicle charging points

With rising fuel prices there is and will be a propensity to shift to renewable resources for vehicles. Which is why, the usage of electric vehicles are on the rise. A platinum rated building will have to have electric vehicle charging points to provide occupants the provisions to charge electric vehicles.

Solar power lighting for common areas

Logos will house solar panels. The energy generated from these will be able to cater to the lighting of the common areas of the building. This will make LOGOS immensely energy efficient.

Energy efficient lights

LED lights that consume almost 30% less electricity in comparison to other lights will help LOGOS reduce the energy consumption for the building making it energy efficient.

Adequate light

LOGOS will have windows that are adequately sized to allow a lot of daylight. Better indoor environmental quality will protect health, improve the quality of life, and reduce stress. In a way, it will also escalate the resale value of the office.

Use of sustainable and certified material

A platinum rated building is made of IGBC-rated sustainable products such as FSC certified wood, certified lifts and low VOC paints. The material undergo rigorous scrutiny, and the quality of construction is therefore much superior. This will directly impact infrastructure along with the health and well being of the occupants at LOGOS.

1. Others:

- (a) Conference cum Training Room (The said space is not a common property, it will be owned and operated by someone on chargeable basis)
- (b) Fully Vastu Compliant
- (c) Multiple Optical Fiber connectivity through well-known ISPs & Wi-Fi Connectivity
- (d) 24 x 7 operational building
- (e) Sufficient car parking (at an extra cost)
- (f) Integrated Building management system to optimize energy consumption through Online Monitoring and controls
- (g) Storm water management
- (h) 24 hours Sufficient Water supply.
- (i) Intercom/EPABX connecting each unit and reception.

- (j) Elevation design planned with façade consultant for proper maintenance
- (k) Specially-abled friendly design
- (l) Façade cleaning systems.
- (m) Designed decorated name plate at ground floor lobby.
- (n) Earthquake resistant structure design that can withstand storm without damage.
- (o) Eco Friendly design with the use of eco friendly material.
- (p) Stair/Corridor protected from rain water
- (q) Grand entrance gate
- (r) Green Building feature in common areas.
- (s) Other Common Portions and installations and/or equipment as are provided or may be provided in future in the Said Complex for common use and enjoyment of all unit owners.

THE SCHEDULE -D ABOVE REFERRED TO

(RESERVED RIGHTS)

The Promoter will be entitled to following easements and other reserved rights as provided hereunder:

- (1) The right to the free and uninterrupted passage and also right to grant such rights to the others/ allottees and/or users of areas of units in the building being/to be constructed throughout entire complex and running of all appropriate services and supplies from and other parts of the building in and through the appropriate conduits/trenches and through any structures of a similar use or nature that may at any time be constructed in, on over or under the building/land/extension etc..
- (2) The right to establish such additional easements, reservations, exceptions and exclusions as the Promoter , in its sole discretion deems necessary or appropriate.
- (3) The right of easement for ingress and egress over through across such streets, walks, paths, stairways, lanes and other rights of way serving the Unit, s and the common areas as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress over through and across such portions of the common areas as may be necessary.

- (4) The right to gift and/or transfer by any other means any small part or portion of the land within the Project unto and in favor of any Service Provider to facilitate the Said Service Provider in setting up a Centre from where the said services to complex shall be provided like electricity, water, gas, cable, internet, telephone etc.
- (5) Until the Lease and transfer of all the Unit, the Promoter shall have and retain for itself, its successors and assigns the right to maintain one or more business and sales offices at the Project to enable the Promoter to market the Unit, s and also the right to place signs in and around the common areas for marketing.
- (6) The right to construct and to maintain at any time pipes, sewers, drains, mains, ducts, conduits, gutter, wires, cables(Laser optical fibers, data or impulse transmission communication or reception systems) channels, flues and other necessary conducting media for the provision of services or supplies.
- (7) The right of the Promoter/Association and all persons authorized by it at reasonable times and on reasonable notice to enter the demised unit for Carrying out work for which the Promoter/Association is responsible like installation/repair of common services. In case of emergency no notice will be required and the Allottee will give immediate access.
- (8) The right of support, shelter and protection which each portion of the building gives to other parts of the Building.
- (9) The right to build or alter or deal with the building even if this affects the light and air coming to the demised unit or causes nuisance, damages, annoyance or inconvenience to the Allottee by noise, dust, vibration or otherwise, provided this does not affect the Allottee's ability to use the demised unit.
- (10) The right and liberty at any time to alter, raise the height or rebuild Building/Project or to erect any new building in accordance with sanctioned plan in such manner as the Promoter may think fit and proper.
- (11) The Promoter shall have the right at all times to refuse access to any person or persons whose presence in the Complex may in the judgment of the Promoter be prejudicial to the safety, character, reputation and interest of the Complex and its Occupiers.
- (12) To the free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter required under or over the Premises and/or Unit,

- (13) To erect scaffolding for the purpose of repair, cleaning or painting the any Building block notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the Demised Unit
- (14) Alteration in the beams and columns passing through the Building's Common Portions for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (15) The Promoter its successors and assigns are hereby permitted , at its own expense to construct further and/or additional floors and/or to undertake development of any adjacent property and to utilize easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors , cable television lines, walk ways, road ways, and right of way over, across and under the common elements including without limitation any existing utilities, sanitary lines , sewer lines and cable television and to connect the same over, across and under the common elements .
- (16) The Promoter shall have the right in perpetuity free of any charges for putting up signages and hoardings including neon sign of its name as well as of its products on the Common roof and the wall surfaces within the lobby of the buildings.
- (17) The Promoter reserves the right to allot available Parking space in one phase of the Building Complex to any Allottee of a Unit in any other phase of the Complex.
All untransferred units , areas and spaces including parking spaces in the basement and anywhere else shall always belong to and remain the property of the Promoter at all times till they are leased out.
- (18) The Promoter shall without any reference to the association , be at liberty to lease out, let, or dispose of or otherwise deal with in any manner whatsoever all such unallotted units and spaces therein as it deems fit. The Promoter shall be entitled to enter into separate agreements with allottees of different Units on terms and conditions decided by the Promoter in its sole discretion. The Allottee(s) and/or Association shall not claim any reduction in the Total Consideration/Premium and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever
- (19) With regard to Basements, the Promoter has the right to divide the basement area into Car Parking spaces, store area and/or other areas as may be decided by the Promoter.
- (20) The right to assign or transfer by way of mortgage , Lease or otherwise in whole or in part , its rights and obligations in respect of the Units .
- (21) The right to create security on the Project land together with the building being constructed thereon by availing loans/financial assistance /credit facilities from

Banks/financial institutions . The Promoter shall be entitled to sign mortgage deeds, loan agreements and other documentation and do all other acts for securing project finance.

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

Executed and Delivered by the
OWNER by its Authorised person
in the presence of:

1.

2.

Signed, sealed and delivered.
Executed and Delivered by the LESSOR
By its authorized officer in the presence of:

1.

2.

Signed, sealed and delivered.
Executed and Delivered by the LESSEE
in the presence of:

1.

2.