

**AGREEMENT FOR LEASE**

THIS AGREEMENT FOR LEASE IS MADE ON THIS THE.....DAY  
OF.....TWO THOUSAND AND EIGHTEEN –

**BETWEEN**

**BURDWAN MUNICIPALITY** having its office at GT Road, Burdwan -713101 represented herein by its Constituted Attorney **M/s. RDB Realty & Infrastructure Limited** through its Director Shri **Pradeep Pugalia** having its Registered office at Bikaner Building, 8/1, Lal Bazar Street, Kolkata -700001 hereinafter referred to as the **LANDOWNER/LESSOR** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors-in-interest and assigns) of the **FIRST PART**;

**AND**

**M/S. RDB REALTY & INFRASTRUCTURE LIMITED** (formerly known as **RDB INDUSTRIES LIMITED**) a company duly Registered under the Companies Act. And having its registered office at Bikaner Building, Kolkata -700001 represented herein by its Director Shri Pradeep Pugalia hereinafter called and referred to as **DEVELOPER** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors-in-interests and assigns) of the **SECOND PART**.

**AND**

Ms.Soma Rani De daughter of Mr.Aditya De residing at Vill Maldanga, P.S.Manteswar, P.O. Maldanga Burdwan West Bengal-713415.

hereinafter referred to as the **LESSEE/S** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, legal representatives, executors, administrators, permitted assigns, successors and/ or successors-in-interest and assigns) of the **THIRD PART**.

**WHEREAS-**

- a) The **LANDOWNER/LESSOR** herein is the absolute owner of the Schedule Premises having acquired absolute right, title and interest in respect of the said properties after acquisition of the same under the provisions of the Land Acquisition Act and upon due compliance of payment of award of the compensation to such persons from whom the said properties were acquired.
- b) The **LANDOWNER/LESSOR** is seized and possessed of the said Property and have since caused its name to be mutated in the records of Burdwan Municipality and in the records of the Block Land & Land Reforms Office as the Owner thereof..
- c) The **LANDOWNER/LESSOR** being desirous of developing the said Property into a Building Complex were in a look out to appoint a real estate **DEVELOPER** for the same and published an advertisement vide Notice no. B.M.E/01-690/XII-6 invited expression of interest by way of two part competitive bidding.

- d) The **DEVELOPER** herein then known as RDB Industries Limited was declared to be the successful bidder by the **LANDOWNER/LESSOR** herein by its letter dated 21<sup>st</sup> May, 2006 being Memo No.394/XII-6.
- e) In pursuance of an Order dated 12th April 2010 passed by the Hon'ble High Court, Calcutta in Company Petition No.447 of 2009 connected with Company Application No. 554 of 2009 (in the matter of RDB Industries Limited and in the matter of **RDB Realty & Infrastructure Ltd**) the entirety of the **Real Estate Division of RDB Industries Limited** including the benefit of the said letter dated 21<sup>st</sup> May, 2006 being Memo No.394/XII-6 has stood vested and/or transferred in favour of **RDB Realty & Infrastructure Limited** on and with effect from 1st April 2009.
- f) The **LANDOWNER/LESSOR** declares and covenants with the **DEVELOPER** as follows :
- i. The said Property is free from encumbrances, mortgages, charges, liens, lispendens, attachments, acquisitions, requisitions, claims and demands.
  - ii. The land is fit for development and in the event any rectification with regard to the nature and character of the land is required the **LANDOWNER/LESSOR** shall comply with the same.
  - iii. There is no suit or litigation pending against the **LANDOWNER/LESSOR** in any court of law or before any other authority with regard to the said Property.
  - iv. The **LANDOWNER/LESSOR** handed over possession of the said property to the **DEVELOPER** by a letter dated 12.06.2007 being Memo No 196/E/XII-6 and the **DEVELOPER** commenced work of construction thereat
  - v. The **LANDOWNER/LESSOR** have not entered into any agreement or contract with any person or persons/company or companies in connection with the said Property or any part thereof or its development/transfer prior to the execution of this agreement save and except the Agreement dated 20<sup>th</sup> March 2008 (hereinafter the said agreement) executed between the **LANDOWNER/LESSOR** and the **DEVELOPER** and thereby having the mutually agreed terms and conditions recorded.

- g) The **LANDOWNER/LESSOR** in terms of the said agreement was required to have the said land freed of encroachments and trespassers to enable the **DEVELOPER** to execute the work which was not complied with. Consequent to whereupon the **DEVELOPER** could not proceed with the work. The **LANDOWNER/LESSOR** has since complied with the said obligations thereupon and after discussions it was decided that the time to construct and complete the project work shall stand effectively extended and the date of commencement shall for all purposes be the date of execution of a fresh Development Agreement superseding the Agreement executed on 20.03.2008. It being clarified that the **LANDOWNER/LESSOR** shall always remain responsible to keep the project land freed from encroachers/occupiers and provide unhindered access to the **DEVELOPER** to and from the project land in accordance with the building plan.
- h) In terms of the mutual agreement between the **LANDOWNER/LESSOR** and the **DEVELOPER** Development Agreement-cum-General Power of Attorney was executed on 17<sup>th</sup> June, 2014 superseding the earlier agreement executed on 20<sup>th</sup> March, 2008 between the **LANDOWNER/LESSOR** and the **DEVELOPER**. The Development Agreement-cum-Power of Attorney executed on 17<sup>th</sup> June, 2014 has been registered in the office of the Addl. Registrar of Assurances III, Kolkata in Book No. 1 CD Vol. No. 5 Pages from 4657 to 4685 being No. 02299 for the year 2014 (hereinafter referred to as the said Development Agreement).

**AND WHEREAS** the **DEVELOPER** herein has been granted the liberty by the Municipality to construct residential/commercial complex/s with other amenities and services with all requisite and proper sewers, drains and other conveniences and the said construction shall be as per plans sanctioned by the Burdwan Municipality and/or other local authority or Public body as may be required and the **DEVELOPER** herein shall conform to all rules and regulations in that behalf with the right & entitlement to lease the same or any part thereof by the **DEVELOPER** herein to the prospective **LESSEE/S**.

**AND WHEREAS** upon completion of the said project or prior thereto the **DEVELOPER** herein shall be at liberty to lease the super built up area along with utilities thereto to prospective **LESSEE/S** in such manner and in such fractions and divisions and on such terms and

considerations as may be agreed between the **DEVELOPER** herein and the **LESSEE/S** for the maximum tenure of 99 (Ninety nine) years which is/are renewable by the **LANDOWNER/LESSOR** namely Burdwan Municipality directly unto and in favour of the **LESSEE/S** herein for such further period as may be then agreed.

**AND WHEREAS** till the date of execution of Lease or handing over of possession whichever is earlier the **DEVELOPER** herein shall remain responsible to pay outgoings on the entirety of the demised premises and that as and when the individual Deed/s of Lease/s is/are executed unto and in favour of the prospective **LESSEE/S** the liability of the **DEVELOPER** herein to make payment of outgoings including municipal rates and taxes and other outgoings.

**AND WHEREAS** the prospective **LESSEE/S** upon execution of Deed of Lease, unto and in their favour shall become liable to make payment of proportionate share of lease rent and all other outgoings including municipal rates and taxes in proportion to the super built is/area so leased, at the rate as applicable on the terms and conditions contained in the said Deed of Lease and also elsewhere in these presents.

**AND WHEREAS** the right of the **LESSEE/S** shall always be assignable/transferable/heritable.

**AND WHEREAS** in default of payment of rent within the year in which the rent falls due, the **LESSEE/S** herein shall pay in addition to the arrear of rent, interest @ 24 % p.a. on the amount of the rent in arrear from the date of default till the date of payment.

**AND WHEREAS** the **LANDOWNER/LESSOR** shall always be entitled to recover all arrears at the agreed rate in the prescribed manner against the **LESSEE/S** herein for the area being the subject matter of these presents.

**AND WHEREAS** the **LESSEE/S** herein shall have the right to secure finance by procuring Housing/Home Loan from Banks or Financial Institutions of his/her/their/its choice on the basis of super built area taken on lease by such **LESSEE/S** herein.

**AND WHEREAS** the **DEVELOPER** herein has got a plan sanctioned by the Burdwan Municipality being plan docket No 2345 dated 20.03.2008 vide memo No 59/E/VII-4 Burdwan (hereinafter referred and called to as the "**Said Sanctioned Plan**") for construction, erection, promotion, building and development of a residential complex with other amenities on the demarcated part or portion of the said demised premises (herein after referred to as the said "**RESIDENTIAL COMPLEX**"). The said plan has been revalidated up to 03.09.2015.

**AND WHEREAS** the **DEVELOPER** herein has completed construction of the Residential Building Block as per the said sanctioned plans being Docket No. 20.3.2008 and the **LANDOWNER/LESSOR** has issued Completion Certificate U/s. 212 of West Bengal Municipal Act 1993 to be read with Rule 33 of the West Bengal Municipal (Building) Rules 2007 vide its Memo No. 78/E/XII-6 dt. 5.4.17.

**AND WHEREAS** the **DEVELOPER** herein has further got plans sanctioned by the Burdwan Municipality for construction of the 3 Blocks of B+G+11 storied Residential Building being Block Nos. 3, 4, 5 & 6, 1 Blocks of B+G+5 storied commercial buildings being Block Nos. 2 and 1 Block of G+3 storied Commercial Building being Block No. 7 vide sanction letter being Memo No. 924/E/VII-4 dt. 01.02.18 (hereinafter referred and called to as the "**Said Second Phase Sanctioned Plans**") for construction, erection, promotion, building and development of a residential complex with other amenities on the demarcated part or portion of the said demised premises (herein after referred to as the said "**RESIDENTIAL COMPLEX**") and three Blocks of Commercial Buildings on part of the remaining demarcated portion of the said demised premises.

**AND WHEREAS** the **DEVELOPER** herein has envisaged a Plan as to the facilities to be provided in the complex including its management, maintenance and apportionment of costs and expenses payable by the **LESSEE/S** herein on the terms and conditions hereof.

**AND WHEREAS** the demised property hereunder as such can be mortgaged, transferred, alienated, granted, demised and devised by the **LESSEE/S** herein upon the execution of deed of lease of the same pursuance to and in terms of these presents by the **DEVELOPER** herein unto

and in favour of the **LESSEE/S** herein and/or his/her/its/their nominee/s with the written consent of the **DEVELOPER** herein.

**AND WHEREAS** the Parties herein for the reasons and purposes for recording the terms, conditions, enumerations, provisions and others as under is/are executing these presents amongst themselves.

**NOW THIS AGREEMENT FOR LEASE WITNESSETH AND IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

**I. SUBJECT MATTTER OF LEASE:**

i.i Unit/s/Flat/s no. 4/7F on the 7<sup>th</sup> Floor of the building being Block 4 containing by estimation an area of 705 Square Feet (super built-up) be the same a little more or less.

i.ii. nil parking spaces.

**MORE FULLY DETAILED IN THE SECOND SCHEDULE HEREUNDER WRITTEN AND/OR GIVEN.**

**II. CONSIDERATION:**

ii.i **PREMIUM** the **LESSEE/S** herein shall pay to the **DEVELOPER** herein a onetime premium of Rs 20,43,090/- (Rupees Twenty Lacs Forty Three Thousand Ninety only) calculated @ Rs. 2898/- per Square Feet of the super built up is/area (in installments as stipulated in part I of the third schedule hereunder written.

Super Built area shall mean and include the flat/unit area (outer wall to outer wall) and the proportionate area of the staircase, lobby, lift and 15 % of the service area.

ii.ii **LEASE RENT:**. The annual lease rent payable to the **LANDOWNER/LESSOR** shall not exceed Rs.1.00 per square meter of the land occupied in cases of residential use and Rs.10.00 per square meter of built up space of the lease hold property in the case of commercial/non-residential use. The annual lease rent shall be paid for each year and shall be payable to the

**LANDOWNER/LESSOR** by the **LESSEE/S** herein and the same shall become payable from the date of possession or the date of notice for taking possession whichever is earlier as stated in part II of the third schedule hereunder written.

**III. OTHER COSTS:**

iii. i For Generator limited load to individual Unit/s/Flat/s and for common lights, lifts and pump an amount of Rs.25,000/- (Rupees Twenty five thousand) only.

iii. ii For maintenance deposit @ Rs 15/-(Rupees Fifteen) only per Square Feet of the super built up area.

iii.iii For procuring electrical connection, including setting up infrastructure at the complex, cost of transformer and accessories amounting to Rs 42,300/- (Rupees Forty Two Thousand Three Hundred) only @ Rs.60/- per sq,ft,

iii. iv Charges of Municipal Rates and Taxes @ Rs 10/- sq ft amounting to Rs..... (Rupees .....only). If applicable

iii.v For Costs & charges towards documentation and legal charges for preparation of this agreement Rs. 15,000/-(Rupees Fifteen Thousand ] only.

iii.vi. Deposits and Costs towards individual electric meter at actual.

**IV. OTHER OUTGOINGS:**

iv. i The **LESSEE/S** herein shall pay from time to time all other outgoings in respect of and/or in proportion to the subject matter herein as and when demanded by the authorities concerned and/or when any such outgoing become payable notwithstanding the same not being specifically mentioned in this presents.

iv.ii. Upon final measurement and before delivery of possession, if there shall be an increase in the super built-up area forming part of the said Flat/unit and the Properties Appurtenant Thereto then

and in that event the **LESSEE/S** shall be liable and agrees to make payment of the proportionate share on account of such increased area and in the event of there being a deficit in the built-up area forming part of the said Flat/unit and the Properties Appurtenant thereto there shall be a corresponding decrease in the amount of consideration/premium.

#### **V. CONSTRUCTION. ERECTION COMPLETION AND POSSESSION**

**v.i** The said Unit/s/Flat/s shall be constructed erected and completed in accordance with the said second phase sanctioned plans or revised plans and with such specifications (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written and/or given) and/or with such materials as may be recommended by the Architect from time to time and the **LESSEE/S** herein hereby consents to the Architect changing and/or replacing any material and/or specification with such other material and/or specification as the Architect may think fit.

**v. ii** Subject to force majeure, within 36 months from the date of signing of these presents the **DEVELOPER** herein shall make the said Unit/s/Flat/s habitable and give notice to the **LESSEE/S** herein and the **LESSEE/S** herein shall, within 15 (fifteen) days of date of the notice, take possession of the Unit/s/Flat/s after fulfilling all obligations under these presents. The **DEVELOPER** herein shall be entitled to a grace period of six months (hereinafter referred to as the grace period) if the **DEVELOPER** herein fails to deliver the possession of the said Unit/s/Flat/s.

**v. iii** Unless prevented by circumstances beyond the control of the **DEVELOPER** herein, if within the said grace period the **DEVELOPER** herein shall be unable to complete the said Unit/s/Flat/s and deliver the possession thereof to the **LESSEE/S** herein then and in that event the **DEVELOPER** herein shall be liable and agrees to make payment of a sum of Rs. 2/- (Rupees Two) per sft. only per month (for the period of delay/default) till such time the said Unit/s/Flat/s is/are completed but this will not absolve and/or release the **LESSEE/S** herein of his/her/its obligation to make payment of the amounts committed to be paid by the **LESSEE/S** in terms hereof and for due performance and observance of all the other terms and conditions contained herein and on the part

of the **LESSEE/S** herein to be paid performed and observed.

**v. iv** For the purpose of completion of the said Unit/s/Flat/s, the said Unit/s/Flat/s shall be deemed to have been completed if provided with electricity, (through sub-meter) water and drainage facilities and the completion certificate is/are granted by the Burdwan Municipality and it would not be necessary that the other common parts and portions of the complex is/are complete and the **LESSEE/S** herein agree/s not to raise any objection and/or hindrance and the **DEVELOPER** herein shall be entitled to continue with the completion of the common parts and portions without any obstruction or hindrance by the **LESSEE/S** or any person and/or persons claiming through or under him/her/it.

**v. v** Within fifteen days from the date of notice being given by the **DEVELOPER** herein to the **LESSEE/S** herein regarding completion of the said Unit/s/Flat/s, the **LESSEE/S** herein shall take over possession of the said Unit/s/Flat/s upon making payment of all the amounts agreed to be paid by the **LESSEE/S** herein in terms of these presents and it being expressly agreed and declared that in no event the **LESSEE/S** herein shall be entitled to take over possession and/or claim possession until such time all amounts agreed to be paid by the **LESSEE/S** herein is/are paid and discharged but so far as the payment of municipal rates, taxes, cesses, revenues, service taxes and other outgoings (hereinafter referred to as the rates and taxes) including payment of the maintenance charges (hereinafter referred to as the maintenance charges) and guarding charges (in case possession of the said Unit/s/Flat/s is/are not accepted by the **LESSEE/S** herein in respect of the said Unit/s/Flat/s is/are concerned that without prejudice to any other right which the **LESSEE/S** herein may have, the **LESSEE/S** herein assures and commits himself/herself/itself to make payment of such rates and taxes and maintenance charges payable in respect of the said Unit/s/Flat/s from the date of the letter for taking possession.

**v. vi** Request for up-gradation of materials and/or specification from the **LESSEE/S** herein shall not

be entertained at any stage of the development. This will not preclude the **LESSEE/S** herein from suggesting any relocation of doors only before brickwork commences and the **DEVELOPER** herein may undertake the same at its absolute discretion at extra cost. Suggestion in this regard should reach the **DEVELOPER** herein at least 1 (One) month ahead so that the **DEVELOPER** herein shall be in a position to carry out such work.

**v. vii** From the date of possession and/or permissive possession to carry out interior work all outgoings in respect of the Unit/s/Flat/s including the proportionate share of the common expenses/maintenance charges mentioned in the **FIFTH SCHEDULE Part II** as under shall become payable by the **LESSEE/S** herein.

#### **VI-HOLDING ORGANISATION**

**vi. i** In as much as there is/are a cluster of buildings to form part of the complex the **LESSEE/S** herein acknowledge/s that it is/are necessary that a particular agency should be appointed as the Holding Organization and for the aforesaid purpose it has been agreed by and between the parties hereto that the **DEVELOPER** herein shall appoint a Company for undertaking maintenance of the common parts and portions and for rendition of common services and the **LESSEE/S** herein agree/s to abide by the rules and regulations framed by the said Holding Organization.

**vi. ii** The **LESSEE/S** herein agree/s to regularly and punctually make payment of the proportionate share or municipal rates and taxes until such time the said Unit/s/Flat/s is/are mutated in the name of the **LESSEE/S** herein including the maintenance charges and/or service charges payable to the said Maintenance Company and/or Holding Organization.

**vi. iii** The **LESSEE/S** herein further acknowledges that timely payment of the said maintenance charges is/are a must in as much as non-payment thereof is/are likely to adversely affect the other Unit/s/Flat/s, the **DEVELOPER** herein and/or cause disruption in the common services to be provided by the Maintenance Company and/or Holding Organization to the other Unit/s/Flat/s, the

**LESSEE/S** herein and as such the **LESSEE/S** herein has/have agreed to regularly and punctually make payment of the said maintenance charges and in the event of any default of the **LESSEE/S** herein in making payment of the maintenance and/or service charge/s and if such default continues for a period of two months then in that event without prejudice to any other right which the **DEVELOPER** herein and/or Holding Organization may has/have, the **DEVELOPER** herein and/or Holding Organization shall be entitled to and the **LESSEE/S** herein hereby consent/s to the **DEVELOPER** herein and/or Holding Organization:

- i). Disconnecting the supply of electricity.
- ii). Disconnecting the supply of water.
- iii). Preventing the use of lifts by the **LESSEE/S** herein and/or his/her/their/its visitors.
- iv). Withdraw all common services to be provided by such Maintenance Company/Syndicate until such time all amounts lying in arrears is/are paid together with interest at the rate of 15% (fifteen percent) per annum.

**vi. iv** The **LESSEE/S** herein agree/s not to become a member of any other Syndicate/Maintenance Company/Holding Organization and to avail the common services to be rendered by such Maintenance Company/Syndicate appointed by the **DEVELOPER** herein and through none the else.

## **VII - DEFAULT IN PAYMENT**

**vii. i** Time for payment and due performance and observance of the terms and conditions herein contained shall always remain as the essence of the contract.

**vii. ii** In default of payment of premium and/or rent within the year in which the rent falls due, the **LESSEE/S** herein shall pay in addition to the premium and/or arrear of rent, interest @12% per annum on the amount of the premium and/or rent in arrear from the date of default till the date of payment.

vii. iii The **LANDOWNER/LESSOR** shall always be entitled to recover all arrears at the agreed rate in the prescribed manner against the **LESSEE/S** herein for the area being the subject matter of these presents.

vii. iv In the event of the **LESSEE/S** herein failing to make payment of any amount committed by him/her/it in terms of these presents and/or failing to perform and observe any of the terms and conditions herein contained and on the part of the **LESSEE/S** herein to be paid, performed and observed and if such default shall continue for a period of more than 30 days (thirty) days then and in that event without prejudice to any other right which the **DEVELOPER** herein may have, the **DEVELOPER** herein shall be entitled to terminate and/or determine these presents with or without notice and without assigning any reason whatsoever or howsoever.

vii. v Upon such termination and/or determination the **LESSEE/S** herein shall cease to has/have any right over and in respect of the said Unit/s/Flat/s and upon such termination and/or determination the **DEVELOPER** herein shall be entitled to forfeit a sum equivalent to 10% (ten percent) of the total premium at the date of the said termination and to refund the balance amount (hereinafter referred to as the refundable amount within a period of 120 days from the date of termination of these presents to the **LESSEE/S** herein and the **DEVELOPER** herein shall be entitled to enter into agreement for transfer of the said Unit/s/Flat/s without any obstruction and/or hindrance from the **LESSEE/S** herein excepting that the **LESSEE/S** herein shall be entitled to receive refund of the refundable amount and such refundable amount shall be paid by the **DEVELOPER** herein only after the **DEVELOPER** herein has/have entered into an agreement for sub lease of Unit/s/Flat/s with any other person and/or persons and the **LESSEE/S** herein consents to the same.

#### **VIII - NOMINATION**

These presents is/are personal to the **LESSEE/S** herein and in the event of the **LESSEE/S** herein nominating any other person and/or persons in his/her/its/their place and stead for the said lease,

the **LESSEE/S** herein or the nominee and/or nominees shall be liable to pay a sum to be calculated at the rate of Rs. 100/-(Rupees One Hundred Only) per Square Feet of the super built up area (hereinafter referred to as the nomination costs) for all such nominations.

#### **IX. STAMP DUTY**

Stamp duty, registration charges and other incidental expenses in relation to the said Unit/s/Flat/s for such transfer of lease-hold interest/s shall be paid by the **LESSEE/S** herein on or upon the possession of the said Unit/Flat/

#### **X - COMMON FACILITIES**

The facilities contained in **FIFTH SCHEDULE** hereunder written and/or given has/have been designed to be made part of the project and are subject to addition or alteration. The **LESSEE/S** herein shall be liable to pay the other common expenses as detailed in **PART-II** of the **FIFTH SCHEDULE** hereunder written and/or given as and in the manner to be decided or as applicable.

#### **XI – COVENANT**

**XI.i** The **LESSEE/S** herein has/have examined the sanctioned plan under proper guidance and is/are acquainted with the Block and Complex that will be constructed on the said premises and the **LESSEE/S** herein has/have identified his requirement as stated in these presents and agree/s that he/she/it/they shall neither have nor shall claim any right over any portion of the Block/Complex/Premises save and except the Unit/s/Flat/s.

**XI.ii** The **LESSEE/S** herein admits and accept/s that the **DEVELOPER** herein shall have the first charge and/or lien over the Unit/s/Flat/s for all amounts remaining outstanding from the **LESSEE/S** herein.

**XI. iii** The **LESSEE/S** herein admits and accepts that the **DEVELOPER** herein and/or its/their employees and/or agents and/or contractors shall be entitled to use and utilize the Block Common Portions and the Complex Common Portions for movement of building materials and for other

purposes as may become necessary for completing the Construction of the Complex and/or extension thereof and the **LESSEE/S** herein shall not raise any objection in any manner whatsoever with regard thereto.

**XI.iv** The **LESSEE/S** herein consents to appointment of the Maintenance Company/Holding Company by the **DEVELOPER** herein and from the date of possession of the said Unit/s/Flat/s the **LESSEE/S** herein agree/s and covenant/s.

a) To Co-operate with the other **CO- LESSEE/S** and the **DEVELOPER** herein/Holding Company in the Management and Maintenance of the Block/Complex.

b) To observe the rules framed from time to time by the **DEVELOPER** herein and/or the Holding Company and upon formation by the Association or Co-operative Society or Private Limited Company for quite and peaceful enjoyment of the Complex as a decent place for living.

c) To allow the **DEVELOPER** herein with or without workmen to enter into the said Unit/s/Flat/s for the purpose of maintenance and repairs.

d) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned and explained in the **FIFTH SCHEDULE** hereunder written and/or given proportionately for the building and/or common parts/areas and wholly for the said Unit/s/Flat/s and/or to make deposit on account thereof in the manner mentioned hereunder to or with the **DEVELOPER** herein and upon the formation of the association or Co-operative society or private limited company. Such amount shall be deemed to be due and payable on and from the date of possession irrespective of the **LESSEE/S** herein taking actual possession of the said Unit/s/Flat/s at a later date or the said Unit/s/Flat/s has been taken possession of or not by the **LESSEE/S** herein.

- e) To deposit the amounts reasonably required with the **DEVELOPER** herein and upon the formation with the association or co-operative society or private limited company as the said case may be towards the liability for the rates and taxes and other outgoings.
- f) To pay charges for electricity in or relating to the said Unit/s/Flat/s/Unit/s/Flat/s wholly and proportionately relating to the common portions.
- g) To pay maintenance charges, both Fixed and Variable Charges, regularly as indicated in the **FIFTH SCHEDULE PART II** below, on the basis of the bills as raised by the **DEVELOPER** herein/Maintenance Company/Holding Organization, as the case may be, without claiming any deduction or abatement in any manner or on any account, from the date of possession. The **LESSEE/S** herein further accepts and confirms that on default of payment of maintenance charges by the **LESSEE/S** herein, the **DEVELOPER** herein shall have the right to disconnect the water connection to the said Unit/s/Flat/s.
- g) Not to sub-divide the said Unit/s/Flat/s and/or the parking space or any portion thereof.
- h) Not to do any act deed or thing or obstruct the construction or completion of the said building in any manner whatsoever and notwithstanding any temporary obstruction in the **LESSEE/S** herein enjoyment of the said Unit/s/Flat/s.
- i) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and/or compound or any portion of the building.
- j) Not to store or bring and allow to be stored and brought in the said Unit/s/Flat/s any goods or hazardous or combustible nature or which is/are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.
- k) Not to hang from or attach to the beams or rafters any articles or machinery which is/are heavy

or likely to affect or endanger or damage the construction of the building or any part thereof.

l) Not to fix or install air conditions in the said Unit/s/Flat/s save and except at the places, which have been specified in the said Unit/s/Flat/s for such installation.

m) Not to do or cause anything to be done in or around the said Unit/s/Flat/s which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Unit/s/Flat/s or adjacent to the said Unit/s/Flat/s or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

n) Not to damage or demolish or cause to be damaged or demolished the said Unit/s/Flat/s or any part thereof or the fittings and fixtures affixed thereto.

o) Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences, of external doors and windows of the said Unit/s/Flat/s which in the opinion of the **DEVELOPER** herein differs from the colour scheme of the building or deviation or which in the opinion of the **DEVELOPER** herein may affect the elevation in respect of the exterior walls of the said building.

p) Not to install grills the design of which have not been suggested or approved by the Architect.

q) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit/s/Flat/s or any part of the said building or cause increased premium to be payable in respect thereof if the building is/are insured.

r) Not to make in the said Unit/s/Flat/s any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the **DEVELOPER** herein and/or any concerned authority.

s) The **LESSEE/S** herein shall not fix or install any antenna on the roof or terrace of the said building nor shall fix any window antenna excepting that the **LESSEE/S** herein shall be entitled to avail of the cable connection facilities to be provided by the **DEVELOPER** herein to the **LESSEE/S** herein and also the other **LESSEE/S** of the other Unit/s/Flat/s in the said premises at their cost. The **DEVELOPER** shall have the liberty to install and /or cause to be installed telecom antenna/antennae on the roof or at such other place it may deem fit and proper and on such terms and conditions as it may deem fit and proper.

t) Not to use the said Unit/s/Flat/s or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is/are likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the **LESSEE/S** and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Center, Eating or Catering Place, Dispensary or a Meeting place or for any commercial or industrial activities whatsoever and similarly shall not keep in the car parking space, if allotted, anything other than private motor car and/or motor cycle in the two wheeler parking spaces and shall not raise or put up any kutchra or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking any putting any articles shall not be allowed in the parking space.

u) Not to claim any right whatsoever over and in respect of the common parts and portions in other Block/s and/or common parts and portions in the Complex.

v) Not to claim any right whatsoever over and in respect of the roof.

w] Not to make and /or raise any claim of whatsoever nature whatsoever if the complex and/ Unit/s/Flat/s is destroyed and / or damaged due to bomb blast and / or earthquake.

- x) Not to use the allocated car/two wheeler parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/two wheeler
- y) Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it and shall use the pathways as would be directed by the **DEVELOPER** herein.
- z) To abide by such building rules and regulations as may be made applicable by the **DEVELOPER** herein before the formation of the Holding Organization and after the holding organization is/are incorporated to comply with and/or adhere to the building rules and regulations of such holding organization.
- aa) Not to claim partition of its undivided right, title and interest in the land attributable to the said Unit/s/Flat/s.
- bb) Not to place any signboard, hoarding, signage on the outer and / or inner wall except a reasonably sized nameplate outside the main door to the Unit/s/Flat/s.
- cc) The transfer shall be completed upon the **DEVELOPER** herein causing execution and registration of the Deed of lease in favour of the **LESSEE/S** herein.
- dd. Till formation of the Holding Company, subject to all Unit/s/Flat/s **LESSEE/S** paying the Common Expenses/Maintenance Charges, the **DEVELOPER** herein shall be obliged to manage and maintain the Block Common Portions and the Complex Common Portions.
- ee. The **DEVELOPER** herein shall render all necessary cooperation to the **LESSEE/S** herein for obtaining housing finance for purchase of the Unit/s/Flat/s if required by the **LESSEE/S** herein.
- ff. Subject to the **LESSEE/S** herein paying the installments of the Total Consideration and all other payments required to be made under this Agreement in time, the **DEVELOPER** herein shall complete and finish the Unit/s/Flat/s within the time stipulated in these presents, unless

prevented by force majeure.

**XI.V.** The Developer represents that the property is mortgaged with LIC Housing Finance Limited for securing construction finance loan and the developer hereby undertake to obtain letter of no objection from the said LIC Housing Finance Limited in favor of the purchaser.

#### **ARTICLE XII- INSTITUTIONAL LOAN**

**XII.I** The **LESSEE/S** herein shall have the right to secure finance by procuring Housing /Home Loan from Banks or Financial Institutions of their choice by creation equitable mortgage of his lease interest and by keeping in deposit deed of lease in respect of super built is/area taken on lease.

#### **ARTICLE-XIII - FORCE MAJEURE**

**XIII.II** The **DEVELOPER** herein shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Lessee herein to be performed and observed if it is/are prevented by any of the conditions herein below:

- i) Fire.
- ii) Natural calamity.
- iii) Tempest.
- iv) Labour unrest.
- v) Any prohibitory order from the Courts, The Municipality and other authorities.
- vii) Any local problems/disturbances
- viii) Any other unavoidable circumstances beyond the control of the Sub- **LESSEE/S** herein.

#### **ARTICLE-XIV –MISCELLANEOUS**

**XIV.I INTERNAL SECURITY:** It is hereby expressly understood that the internal security and insurance of the Flat shall always be the sole responsibility of the **LESSEE/S** and the **DEVELOPER** shall not be liable for any damage or loss suffered or sustained on account of any neglect or omission of the **LESSEE/S** or any act of any third party.

**XIV.II SERVICE/ SALE TAX:** Service tax and/or sales tax and/or Value Added Tax or any other tax being levied by the authorities concerned it shall be the responsibility and obligation of the **LESSEE/S** to make payment of such amount, over and above the consideration that may be payable towards the cost of construction as well as price of the proportionate share in the land upon which the building is to be constructed.

**XIV.III** The **LESSEE/S** shall not be entitled to transfer, let out, mortgage, grant lease in respect of the said Flat without the consent in writing of the **DEVELOPER** till such time the **LESSEE/S** has fulfilled all the obligations and the possession of the said Flat has been obtained by the **LESSEE/S** under the terms of this agreement.

**XIV.IV.** The said complex shall be known by the name of **REGENT CROWN** and the said name shall not be changed under any circumstances.

**XIV.V.** This Agreement is being signed in duplicate and each of them would be treated as the original. The **LESSEE/S** has assumed the obligation to cause this Agreement to be stamped and registered at his/her/its own cost and the **DEVELOPER** will remain present for the purpose of presenting this Agreement for registration in the event of the **LESSEE/S** requiring the same to be registered and the stamp duty, registration charges and other expenses incidental thereto shall be paid borne and discharged by the **LESSEE/S**.

**XIV.VI.** For the purpose of acquiring the said Flat/Flat in the aforesaid Building the **LESSEE/S** will be entitled to apply for and obtain financial assistance from banks and other financial institutions but in no event the **DEVELOPER** will be liable or assume any liability for such loans and granting of any loan will always be subject to the terms and conditions herein contained and the discretion of the financing authorities.

**XIV.VII.** This Agreement supersedes all other agreements arrangements, understanding or brochure and in no event the **LESSEE/S** shall be entitled to set up any oral Agreement.

#### **ARTICLE XV EXECUTION OF LEASE**

**XV.i** It is made clear that in the event the **LESSEE/S** fails and neglects to have executed the Deed of Lease of the Said Unit/Flat and the Right and Properties Appurtenant Thereto within 12 months from the Date of Possession of the Said Unit then and inspite of the **DEVELOPER** calling upon the **LESSEE/S** to do so, the **LESSEE/S** shall be liable to pay a fine/penalty at the rate of Rs.1,000/- per month and/or any part thereof for each month of delay to the **DEVELOPER**.

**XI.ii** The form of the Lease shall be such as be drawn by the Advocates and finalized by the **DEVELOPER**.

**XV.iii** Within 7 (Seven) days of being required by the **DEVELOPER** to do so, the **LESSEE/S** shall accept, execute, complete and/or deliver to the **DEVELOPER** such documents, statements, affidavits and authorities as be deemed advisable by the Advocates in pursuance hereof.

#### **ARTICLE XVI- COMMENCEMENT OF LEASE**

Within 15 days from the date of notice given by the **DEVELOPER** to take possession and have the Deed of Lease executed the **LESSEE/S** shall take possession and get the Lease Deed executed. The Lease shall commence after expiry of the notice period of 15 days as hereinbefore stated irrespective of whether the **LESSEESS/S** takes physical possession or not or fails or neglects to have the Deed of Lease executed

#### **ARTICLE XVII – ARBITRATION**

All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be first referred to the arbitration in accordance with the provisions of the Arbitration and conciliation Act 1996 or any other modification or enactment thereto for the time being in force and the Judgment (s)/awards shall be rendered in the English Language and the venue of such arbitration shall be at Kolkata.

#### **THE FIRST SCHEDULE ABOVE REFERRED TO**

#### **(DEMISED PREMISES)**

All that the piece and parcel of land measuring 3.42 acres, within town Police Station and District Burdwan, within Burdwan Municipality, Mouza Goda comprised in JL No.41, Khatian No 45 RS Plot No 2194, Area 0.77 acres (Bastu) and RS Plot No 2195, Area 2.65 Acres (Bastu) corresponding L.R. Plot No. 2184 area 0.77 Acres and L.R. Plot No. 2239 area 2.65 Acres L.R. Khatian No. 8077, Burdwan Municipality Holding No. 342 Mahalla –Keshabganj, Ward No. 1 butted and bounded by.

**ON THE EAST: Plot No 2196,6145**

**ON THE WEST: Plot No 2148, 2209**

**ON THE NORTH: Plot No 2152, 2153,2193,2192**

**ON THE SOUTH: G T Road Plot No 2219. 2210.**

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**DEMISED FLAT/S/UNIT/S/PARKING SPACE/S**

**ALL THAT** piece and parcel of the Unit/s/Flat/s no. 4/7F on the 7<sup>th</sup> Floor, Block no. 4 containing by estimation an is/area of 705 Square Feet super built area of the building lying erected and/or built at and upon and/or a part of the **FIRST SCHEDULE** property hereunder written.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**PART I**

**PREMIUM & INSTALLMENTS**

PREMIUM OF Rs 20,43,090/-(Rupees Twenty Lacs Forty Three Thousand Ninety Only) calculated @ Rs 2898.sq ft.

Booking amount: Rs.1,00,000/-(Rupees One Lac Only)

20 % of the premium amounting to Rs.4,08,618/-(Rupees Four Lacs Eight Thousand Six Hundred Eighteen Two) only upon signing of these presents less the booking amount.

10 % of the premium amounting to Rs.2,04,309/-(Rupees Two Lacs Four Thousand Three Hundred Nine Six ) only on the commencement of the foundation.

10 % of the premium amounting to Rs. Rs.2,04,309/-(Rupees Two Lacs Four Thousand Three Hundred Nine Six ) only on commencement of first slab casting.

10 % of the premium amounting to Rs. Rs.2,04,309/-(Rupees Two Lacs Four Thousand Three Hundred Nine Six ) only on the commencement of fourth slab casting.

10 % of the premium amounting to Rs. Rs.2,04,309/-(Rupees Two Lacs Four Thousand Three Hundred Nine Six ) only on commencement of seventh slab casting.

10 % of the premium amounting to Rs Rs.2,04,309/-(Rupees Two Lacs Four Thousand Three Hundred Nine Six ) only on commencement of tenth slab casting..

10 % of the premium amounting to Rs Rs.2,04,309/-(Rupees Two Lacs Four Thousand Three Hundred Nine Six ) only on commencement of Brick Work of flat.

10 % of the premium amounting to Rs. Rs.2,04,309/-(Rupees Two Lacs Four Thousand Three Hundred Nine Six ) only on commencement of Floor/Fittings of Flat.

5 % of the premium amounting to Rs.1,02,155/-(Rupees One Lac Two Thousand One Hundred Fifty Five) only on commencement of electrical and plumbing together with 50% payment on account of other charges.

5 % of the premium amounting to Rs. 1,02,155/-(Rupees One Lac Two Thousand One Hundred Fifty Five) only on possession of Flat together with remaining 50% payment on account of other charges.

**PART II**  
**LEASE RENT**

Upon notice to the **LESSEE/S** herein by the **DEVELOPER** herein to take possession of the Unit/s/Flat/s within 15 (fifteen) days of date of the notice, the Sub- **LESSEE/S** herein shall be liable to pay the lease rent of Rs.1.00 per square meter of the land occupied in cases of residential use. The annual lease rent shall be paid the Chief Executive Officer, Burdwan Municipality by the **LESSEE/S** herein.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(SPECIFICATION)**

|                |  |
|----------------|--|
| Structure      | : RCC structure with brick built walls   |
| Internal Walls | : Smooth impervious Plaster of Paris   |
| Doors          | : Flush door   |
| Windows        | : Sliding Aluminum windows with glass shutters   |
| Flooring       | : Vitrified tiles flooring in flats and kota store in lobby & common areas                                 |
| Kitchen        | : Ceramic tiles on walls up to 2ft over marble top kitchen<br>Counter with steel sink                      |
| Toilet         | : Anti-skid ceramic tiles on floor & Ceramic tiles on walls up to door height. Hot/Cold line Geyser Point. |
| Sanitary ware  | : ISI marked CP fittings. Centralized water filter   |
| Electrical     | : ISI Concealed copper wiring with modular switches.   |
| Lift           | : Reputed make.  |

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**PART-I**

**A. COMMON PARTS and PORTIONS in the BLOCK**

1. Stair
2. Lift

3. Lobby
4. Electrical Meter Room
5. Pump Room
6. Lift Room
7. Overhead Water Reservoir
8. Under Ground Water Reservoir

**B. COMMON PARTS and PORTIONS in the COMPLEX.**

1. Landscape Areas
2. Games Room
3. Gymnasium
4. Community Hall
5. Children Play Area
6. Water Treatment Plant
7. Generator Room

**PART-II**

**THE OTHER COMMON EXPENSES**

1. Establishment and all other capital and operational expenses of the Holding Company.
2. All charges and deposits for supply, operation and maintenance of common utilities.
3. All charges for the electricity consumed for the operation of the common machinery and equipment.

4. All expenses for insuring the Complex, interalia against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.
5. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level.
6. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level, including the exterior or interior (but not inside any Unit/s/Flat/s) walls of the Blocks.
7. All expenses for running and operating all machinery, equipments and installations comprised in the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level, including lifts, Generator, if any changeover switches, CC TV, if any, EPABX, if any pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level.
8. Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Block at the Block level and in respect of the Complex at Complex level save those separately assessed on the Purchaser.
9. The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN**

**SIGNED SEALED AND DELIVERED  
BY THE LANDOWNER/LESSOR HEREIN IN THE PRESENCE OF:**

**WITNESSES:**

1.

2.

**SIGNED SEALED AND DELIVERED  
BY THE DEVELOPER HEREIN IN THE PRESENCE OF:**

**WITNESSES:**

1.

2.

**SIGNED SEALED AND DELIVERED  
BY THE LESSEE HEREIN IN THE PRESENCE OF:**

**WITNESSES:**

1.

2.