

DEED OF LEASE/DEED OF ASSIGNMENT

**THIS DEED OF LEASE cum DEED OF ASSIGNMENT is made ON
THIS _____);
BETWEEN**

BURDWAN MUNICIPALITY (PAN AAALB0403A) having its office at G.T. Road, Post Office : Burdwan, Police Station: Burdwan, District- Purba Bardhaman -713101 hereinafter referred to as “the **LESSOR**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest) of the **ONE PART** Represented by **PRADEEP KUMAR PUGALIA(PAN AIUPP4838M)**, son of Mr. Sumer Mal Pugalia by faith Hindu, by occupation Business, by Nationality Indian, working for gain at Bikaner Building, 8/1,Lalbazar Street, 3rd Floor, , Post Office- Lal Bazar, Police Station- Hare Street Kolkata 700001 being the Director of RDB Realty And Infrastructure Limited the Constituted Attorney of Burdwan Municipality nominated and appointed by a Power of Attorney dated : 17th June, 2014 registered before the Additional Registrar of Assurances-III, Kolkata and recorded in Book No.I, Volume No.5, Pages from 4657 to 4685, Being No.02299 for the year 2014

AND

RDB REALTY AND INFRASTRUCTURE LIMITED (PAN AADCR8845C), a Company duly registered and incorporated under the meanings and provisions of the Companies Act, 1956 having its registered office at the premises no. 8/1, Lalbazar Street, Post Office- Lalbazar, Police Station Hare Street, Kolkata 700001, represented by **PRADEEP KUMAR PUGALIA(PAN AIUPP4838M)**, son of Mr. Sumer Mal Pugalia by faith Hindu, by occupation Business, by Nationality Indian, working for gain at Bikaner Building, 8/1,Lalbazar Street, 3rd Floor, , Post Office- Lal Bazar, Police Station- Hare Street Kolkata 700001 hereinafter referred to as “the **DEVELOPER**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors and successors in interest and/or permitted assigns) of the **SECOND PART**.

AND

- (1) **(PAN**), Son of, by faith-, by occupation-, by Nationality-Indian.
- (2) **(PAN**), Son of, by faith-, by occupation-, by Nationality-Indian, both are residing at, Post Office –, Police Station-, City - District-, Pin-,, hereinafter called and referred to as the **LESSEES** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/its/their heirs, executors, administrators, successors-in-interests, representatives, nominee/s and assigns) of the **THIRD PART**.

WHEREAS:

- A. The **LESSOR** is the owner and seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of Bastu Land containing by measurement area more or less 3.42 acres , Mouza Goda, District- Purba Bardhaman, JL No 41, Khatian No 45, LR Khatian No 8077, RS Plot No 2194, 2195, LR 2184, 2239 Police Station-Burdwan, Dist-Purba Bardhaman, Holding No 342 , Burdwan Municipality (more fully and particularly mentioned, described, explained, enumerated, provided and given in the

PART I of the **FIRST SCHEDULE** hereunder written and/or given and hereinafter referred to as the **PREMISES**).

- B.** The manner in which the Lessor acquired right title and interest in the Schedule premises is described in the **PART II** of the **FIRST SCHEDULE**.
- C.** The Lessor being desirous of developing the Said premises 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 Lessor by its letter dated 21st 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 21st 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 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.
- G.** By a Development Agreement dated 17th June, 2014 the Lessor herein confirmed the appointment of the Developer and the said Agreement was duly registered before the Additional Registrar of Assurances-III, Kolkata and recorded in Book No. I, Volume No.5, Pages from 4657 to 4685, Being No.02299 for the year 2014.
- H.** The allocation of the Lessor and the allocation of the Developer in terms of the Development Agreement are as recorded in the Development Agreement and the Developer is entitled to execute Deed of Lease in respect of the constructed space pertaining to the Developer's Allocation unto and in favour of intending Transferees/Lessees.
- I.** The said Premises and /or a part thereof has been earmarked for the purpose of construction erection and completion of Building Blocks and/or buildings each block and/or buildings to comprise of various Flats/Units/Apartments constructed spaces and car parking spaces etc. and the Project shall have the common facilities and amenities as has been decided by the Developer.
- J.** The Lessees acquiring Units in the Project shall be required to pay the proportionate share of common maintenance charges and the lease rent @ Rs.1/- per square meter of land in proportion to the Flat or Unit acquired by the Lessee.
- K.** In terms of the said Development Agreement the Developer herein is entitled to the Developer's share under the said Agreements coupled with the right to deal with or grant lease of constructed space pertaining to the Developer's Allocation and the Developer shall comply with the minimum development obligations under the Development Agreement.

- L. In terms of the said Development Agreement the Developer herein has caused a map or plan for construction of 1 (one) residential Building/Block on a demarcated part or portion of the FIRST SCHEDULE (Part -I) property sanctioned by the Burdwan Municipality being Sanction Plan No. 2345 dated 20.03.2008 as revalidated thereafter and has since completed construction of the said Block and Burdwan Municipality 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 (hereinafter referred to and called as the First Phase of the Project).
- M. The Developer herein further caused sanction and/or approval of Building Plans for construction of further construction of 4 (four) Blocks of B+G+11 storied Residential Building being Block Nos. 3, 4, 5 & 6, 1 (one) Block of B+G+5 storied commercial buildings being Block No. 2 and 1 (one) 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 as the Second phase of the Project).
- N. In pursuance to the said Plans for 2nd phase of the Project sanctioned by the authority concerned the Developer herein commenced construction of the proposed Residential Building/Block and the proposed Commercial Building/Block comprises various flats/units/apartments/commercial spaces and car parking spaces etc. and or upon the remaining demarcated Part I of the FIRST SCHEDULE property.
- O. The Project has been named “**REGENT CROWN**”
- P. The Lessee/s herein being desirous of acquiring **One Open/Covered Car Parking Space** (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the said **PARKING**) at and for the consideration /premium of **Rs./- (Rupees)** Only which has been determined by the Power of Attorney Holder of the LESSOR being the Burdwan Municipality by virtue of the Orders and Notifications by the Governor of West Bengal, the High Court, Government Treasury etc. being Order No. 1348 F.T. dated 5th August, 2015 of Government of West Bengal, Finance Department and subject to the terms and conditions as contained in an Agreement dated _____.
- Q. Prior to execution of these presents the Lessee/s has/have fully satisfied himself/herself/itself/themselves and has agreed not to raise any objection as to the: i) Title of the **OWNER/DEVELOPER** ii) Has/Have fully understood the terms and conditions contained in the agreement. iii) Has/Have inspected the said **PLAN** sanctioned by Burdwan Municipality. iv) The right of the Developer herein to execute these presents. v) Acknowledges that for the purpose of maintenance of the common parts and portions and for rendition of the common services making payment of the maintenance charges regularly and punctually is an essential condition of these presents.

NOW THIS DEED OF TRANSFER/ LEASE WITNESSETH that in the premises aforesaid and in pursuance of the agreement between the parties herein and in consideration of the sum of **Rs./- (Rupees)** **Only** being the lawful money of the Union of India in hand well and truly paid by the **LESSEE/S/TRANSFEREE/S** herein to the **Developer herein** as lease premium at or before the execution of these presents, the receipt whereof of the consideration the **DEVELOPER** herein doth hereby as also by the Receipt and Memorandum of Consideration hereunder written admit for the first entire period of 99 years the receipt whereof as well of the same the **Developer herein** doth hereby as also by the Receipt and Memorandum of Consideration hereunder written admit and acknowledge and of and from the payment of the consideration and rent and every part thereof the **LESSOR/S/TRANSFEROR/S** herein and the **Developer herein** doth hereby release, discharge and acquit the **LESSEE/S/TRANSFEREE/S** herein the **SECOND SCHEDULE** property hereunder written and/or given hereby alienated, granted, demised, devised, granted, provided, transferred and given) and the **LESSOR/S/TRANSFEROR/S** herein and the **DEVELOPER** herein doth hereby lease, grant, convey, transfer, assign and assure unto and to the **LESSEE/S/TRANSFEREE/S** herein **ALL THAT** piece and parcel of the **OPEN / COVERED PARKING SPACE NO. "....."** on the **Ground Floor** of the building being **Block- '.....'** containing by estimation an area of **..... Square Feet** be the same a little more or less **TOGETHER WITH** the undivided proportionate share or interest in the land directly underneath and forming part of the said Parking Lot of the Block/Building **AND TOGETHER WITH** the proportionate share in all common parts portions areas and facilities to comprise in the said Area described in the **SECOND SCHEDULE** property hereunder written and/or given and all other rights, liberties, privileges, easements, appendages and appurtenances whatsoever belonging or anywise appertaining thereto and come in future to the **LESSOR/S/TRANSFEROR/S** herein and the **Developer herein** in connection with the said **SECOND SCHEDULE** property **for the period of 99 years commencing on and from the day, month and year first above written** and thereafter for further renewal/s thereof subject to the payment/s of annual lease rent to the Chief Executive Officer, Burdwan Municipality in respect of the Unit hereby leased @ Rs. 1/- per square meter of land in proportion to the undivided proportionate land pertaining to the unit and parking space hereby leased together with maintenance charges as applicable but without the Lessee being required to pay any further amount as premium either to the Lessor or to the Developer herein **AND** the reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the property hereby granted, conveyed, transferred, alienated, granted, demised, devised, provided or expressed or intended so to be **AND** all the estate, right, title interest property claim and demand whatsoever of the **LESSOR/S/TRANSFEROR/S** herein and the **Developer herein** into out of or upon the property and come in future to the **LESSOR/S/TRANSFEROR/S** herein and the **Developer herein** in connection with the said **SECOND SCHEDULE** property which is hereby

granted, conveyed, and transferred **TOGETHER WITH** all the easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the same and **TO HAVE AND TO HOLD** the same and every part or parts thereof unto the **LESSEE/S/TRANSFEREE/S** herein absolutely for all the period of Lease and renewal thereof and the **SECOND SCHEDULE** property hereunder written and/or given forms part of the allocation of the **Developer herein** under the Development Agreement and intended for transfer and/or alienation of the **DEVELOPER** herein and accordingly as per agreement between them the total consideration as negotiated between them has already been paid by the **LESSEE** herein unto and in favour of the **Developer herein** **THE LESSOR/S/TRANSFEROR/S HEREIN DO TH HEREBY COVENANT WITH THE LESSEE/S/TRANSFEREE/S AS FOLLOWS:**

- a) The interest which the **LESSOR/S/TRANSFEROR/S** herein and the **Developer herein** doth hereby profess to transfer subsists and that the **LESSOR/S/TRANSFEROR/S** herein and the **Developer herein** have good right, full power absolute authority and indefeasible title to grant, convey, transfer, assigns and assure the property and the proportionate lease hold right of the land comprised in the said PARKING comprised in the said **FIRST SCHEDULE** property hereunder written and/or given hereby granted, conveyed, transferred, assigned and assured unto and to the **LESSEE/S/TRANSFEREE/S** herein in the manner aforesaid.
- b) It shall be lawful for the **LESSEE/S/TRANSFEREE/S** from time to time and at all times hereafter peaceably and quietly shall hold use, possess and enjoy the **SECOND SCHEDULE** property hereunder written and/or given and every part thereof and to receive the rents issues and profits thereof without any interruption, hindrance, claim or demand or disturbance whatsoever from or by the **LESSEE/S/TRANSFEREE/S** herein and the **LESSOR/S/TRANSFEROR/S** herein and the **Developer herein** or any person or persons claiming through under or in trust for the **LESSEE/S/TRANSFEREE/S** herein and the **LESSOR/S/TRANSFEROR/S** herein and the **Developer herein** for the said period.
- c) The **LESSOR/S/TRANSFEROR/S** herein and the **Developer herein** from time to time and at all times hereafter upon every reasonable request and of the costs of the **LESSEE/S/TRANSFEREE/S** herein make, do, acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds, conveyance, matter and things whatsoever for better or more perfectly assuring the properties, benefits and rights hereby granted, conveyed and transferred unto and to the **LESSEE/S/TRANSFEREE/S** herein in the manner aforesaid as shall or may be reasonably required by the **LESSEE/S/TRANSFEREE/S** herein.
- d) The **DEVELOPER** herein has prior to execution of the said Agreement given inspection of all the documents of title and others of the **SECOND SCHEDULE** property hereunder written and/or given and shall also shall unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the costs of the **LESSEE/S/TRANSFEREE/S** herein or his/her/its/their Attorney or Agent or at any trial, commission or examination or otherwise as occasion shall

require, produce all or any of the deeds, documents and writings relating exclusively to the said premises and as are in the possession or custody of the **LESSOR/S/TRANSFEROR/S** herein and the **Developer herein** and also shall or the like request and cost deliver to the **LESSEE/S/TRANSFeree/S** herein such attested or other copies or extracts of and from such deeds, documents and writings as the **LESSEE/S/TRANSFeree/S** herein may require and will in the meantime unless prevented, as aforesaid, keep the said deeds, documents and writings safe, un-obliterated and unconcealed connected with the **SECOND SCHEDULE** property as a whole.

- e) That all the outgoing, rates, taxes, land revenue and others relating to the said **SECOND SCHEDULE** property from the date hereof that is from the date of execution of these presents is to be shouldered by the **LESSEE/S/TRANSFeree/S** herein solely and exclusively for all times to come.
- f) It shall further be lawful for the **LESSEE/S/TRANSFeree/S** herein for all times to come to charge, mortgage, alienate, transfer, convey, assign, assure, demise and devise his all the lease hold rights, titles and interests of the **SECOND SCHEDULE** property hereunder written and/or given as mentioned and/or provided to the **LESSEE/S/TRANSFeree/S** herein hereunder unto and in favour of any person under the law whomsoever for all the times to come as per these presents inclusive of its further renewal/s.
- g) The common areas to be enjoyed by the **LESSEE/S/TRANSFeree/S** herein in common with the other occupiers and lessee/s are more fully and particularly mentioned, described, explained, enumerated, provided and given at and under the **SECOND SCHEDULE** hereunder written and/or given.
- h) The common expenses payable by the **LESSEE/S/TRANSFeree/S** herein are more fully and particularly mentioned, described, explained, enumerated, provided and given at and under the **FOURTH SCHEDULE** hereunder written and/or given.
- i) The obligations required to be adhere to by the **LESSEE/S /TRANSFeree/S** herein are more fully and particularly mentioned, described, explained, enumerated, provided and given at and under the **FIFTH SCHEDULE** hereunder written and/or given.
- j) The easement rights granted to the Lessee/s and reserve by the Developer are mentioned, described, explained, enumerated, provided and given at and under the **SIXTH SCHEDULE** hereunder written and/or given.

THE FIRST SCHEDULE ABOVE REFERRED TO

PART I

(THE SAID PREMISES)

ALL THAT piece and parcel of Bastu Land containing by measurement area more or less 3.42 acres , Mouza-Goda, District – Purba Bardhaman, JL No- 41 Khatian No 45, R.S. Khatian No 8077, RS Plot No 2194, 2195, LR 2184, 2239 Police Station Burdawan , Dist.- Purba Bardhaman, Holding No 342, G.T. Road, Golapbag More, Pin-713104, Burdwan Municipality
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

PART II
(Devolution of Title)

WHEREAS

- A)** By a Notification published in the Kolkata Gazette on 24th August, 2005 the District Magistrate, Burdwan and Joint Secretary (Ex Officio), Land & Land Reforms Department, Government of West Bengal a plot of land measuring 3.42 Acres at J.L. No.41, Police Station and District- Burdwan, under R.S. Plot Nos.2194 & 2195 a plot of land was notified for acquisition under Section 4 of the Land Acquisition Act, 1894. A Declaration was made under Section 6 of Land Acquisition, 1894 in respect of the said land which was published in the Official Gazette on 30.03.2006 by the Joint Secretary to the Government of West Bengal, Land & Land Reforms Department.
- B)** By a Certificate dated 29.11.2006 the land described in part I above written was handed over to the Lessor.
- C)** The name of the Lessor herein has been duly mutated in the Revenue Records of the Land & Land Reforms Department under Khatian No.8077 under L.R. Dag No.2184 & 2239 both under the classification "Bastu".
- D)** By a Certificate dated 05.04.2017 being the Completion Certificate being Memo No. 78/E/XIII-6 dated 05/04/2017 issued by the LESSOR in respect of Burdwan Municipality Office Memo No. 322/E/VII-4 dated 17/04/2015 in respect of the sanctioned plan for construction of the project.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(PARKING)

ALL THAT One Open / Covered Car Parking Space No. on the Ground Floor of the building being **Block- '..... (..... Block)** containing by estimation an area of **..... Square Feet** be the same a little more or less **TOGETHER WITH** the undivided proportionate share or interest in the land directly underneath and forming part of the said Block/Building **AND TOGETHER WITH** the proportionate share in all common parts portions areas and facilities to comprise in the said area.

THE THIRD SCHEDULE ABOVE REFERRED TO
COMMON PARTS and PORTIONS

i.Common Parts and Portions in the Block

- a. Pathway.
- b. Driveway
- c. Parking Lot
- d. Pump Room
- e. Overhead Water Reservoir
- f. Underground Water Reservoir.

ii.Common Parts and Portions in the Complex

- a. Landscape Areas.
- b. Courtyard

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)**

- a. Establishment and all other capital and operational expenses of the Holding Company.
- b. All charges and deposits for supply, operation and maintenance of common utilities.
- c. All charges for the electricity consumed for the operation of the common machinery and equipment.
- d. All expenses for insuring the Complex, inter-alia against earthquake, flood, rain, fire, mob, violence, damages, civil commotion, etc.
- e. 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.
- f. 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.
- g. All expenses for running and operating all machinery, equipment 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.
- h. 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.
- i. 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.

**THE FIFTH SCHEDULE ABOVE REFERRED TO
(OBLIGATIONS OF THE LESSEE/S)**

The Lessee/s consents to appointment of the Maintenance Company/Holding Company by the **Developer herein** and from the date of possession of the said **PARKING** the Lessee/s agrees and covenants:

- i. To Co-Operate With The Other Co-Lessee/s and the **DEVELOPER**/Holding Company In The Management And Maintenance of the Block/Complex.
- ii. **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 quiet and peaceful enjoyment of the Complex as a decent place for living.
- iii. **TO ALLOW** the **Developer herein** with or without workmen to enter into the said **PARKING** for the purpose of maintenance and repairs.
- iv. **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 and the lease rent payable to the Lessor /Transferor directly , including those mentioned in the **FOURTH SCHEDULE** hereunder written proportionately for the building and/or common parts/areas and wholly for the said **PARKING** 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 taking actual possession of the said **PARKING** at a later date or the said **PARKING** has been taken possession of or not by the Lessee/s.

- v. **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.
- vi. **TO PAY** charges for electricity in or relating to the said **PARKING** wholly and proportionately relating to the **COMMON PORTIONS**.
- vii. **TO PAY** maintenance charges, both Fixed and Variable Charges, regularly as indicated in the **FOURTH SCHEDULE** below, on the basis of the bills as raised by the **DEVELOPER/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 further accepts and confirms that on default of payment of maintenance charges by the Lessee/s, the **Developer herein** shall have the right to disconnect the water connection to the said **PARKING**.
- viii. **NOT TO** sub-divide the said **PARKING** and/or the parking space or any portion thereof.
- ix. **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 construction in the Lessee/s enjoyment of the said **PARKING**.
- x. **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.
- xi. **NOT TO** store or bring and allow to be stored and brought in the said **PARKING** any goods or hazardous or combustible nature or which 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.
- xii. **NOT TO** hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- xiii. **NOT TO** fix or install air conditions in the said **PARKING** save and except at the places which have been specified in the said **PARKING** for such installation.
- xiv. **NOT TO** do or cause anything to be done in or around the said **PARKING** which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said **PARKING** or adjacent to the said **PARKING** or in any manner interfere with the use and rights and enjoyment

thereof or any open passages or amenities available for common use.

- xv. **NOT TO** damage or demolish or cause to be damaged or demolished the said **PARKING** or any part thereof or the fittings and fixtures Affixed thereto.
- xvi. **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 **PARKING** 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.
- xvii. **NOT TO** install grills the design of which have not been suggested or approved by the Architect.
- xviii. **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 **PARKING** or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- xix. **NOT TO** raise any objection whatsoever to the **OWNER'S/DEVELOPER'S** dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the **Developer herein** subject to approval by the concerned authority.
- xx. **NOT TO** make in the said **PARKING** 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.
- xxi. The Lessee/s 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 shall be entitled to avail of the cable connection facilities to be provided by the **Developer herein** to the Lessee/s and also the other owners of the units in the said premises at their cost.
- xxii. **NOT TO** use the said **PARKING** 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 likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose 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.
- xxiii. **NOT TO** claim any right whatsoever over and in respect of the **COMMON PARTS AND PORTIONS** in other Block/s and/or Complex.
- xxiv. **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.
- xxv. **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**.
- xxvi. **TO ABIDE** by such building rules and regulations as may be made applicable by the **OWNER** before the formation of the Holding Organization and after the holding organization is incorporated to comply with and/or adhere to the building rules and regulations of such holding organization.
- xxvii. In the case of Stack car parking space the ingress and egress of vehicles shall be done in a manner convenient to the Lessee herein and all other Lessees of units and in particular to the convenience of the allottee/owner of the adjacent parking space. For the sake of convenience in the event the Lessee/s car parking space is found to be occupied by the vehicle of the Lessee of adjacent car parking space then in such a case the Lessee herein shall be permitted to park his vehicle in the adjacent car parking space and vice versa without acquiring any right, title and interest thereupon .
- xxviii. **NOT TO** claim partition of its undivided right, title and interest in the land attributable to the said **PARKING**.
- xxix. **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 **PARKING**.
- xxx. **NOT TO** raise any objection with regard to the Developer handing over of management of maintenance services either to any Agency appointed by the Developer or to the Association of Flat Owners either as a member of the Association of Owners and/or independently as a Lessee.
- xxxi. **TO PAY** annual lease rent to the Chief Executive Officer, Burdwan Municipality in respect of the Unit hereby leased @ Rs.1/- per square meter of land.

**THE SIXTH SCHEDULE ABOVE REFERRED TO
(EASEMENTS)**

- 1) The Lessee/Transferee shall be entitled to all rights privileges including the right of vertical and lateral supports easements quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said flat and the properties appurtenant thereto or otherwise hereby intended so to be held, used, occupied or enjoyed or reputed or known as part and parcel or number thereof or appertaining thereto with the other Co-Owners and occupiers of other flats of the building the rights, easements, quasi-easements, privileges thereto.
- 2) The right of access in common with other co-owners or occupiers of the Parking of the said building at all times and for all normal purposes connected with the use and enjoyment of the entrance, pathway, driveway and other common parts of the building.
- 3) The right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said premises and properties appurtenant thereto and common parts with or without vehicles over and along the passages and pathways comprised within the said building and the appurtenant land PROVIDED ALWAYS and it is declared that herein contained shall permit the Lessee/Transferee or any person deserving title under the Lessee/Transferee and/or her servants agents and employees invitees to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of the Vendors and other co-owners or occupiers of other flats of

the said building property entitled to such rights of way over and along such passages or pathways or common parts as aforesaid.

- 5) The right of passage in common as aforesaid of electricity, gas, water and soil pipes and to the said flat and the properties appurtenant thereto through pipes, drains, wires and conduits lying or being in under through or over any part or parts of the said parking.
- 6) The right with or without workmen and necessary materials for the Lessee/Transferee to enter from time to time during the day time upon the other parts of the said building and the said premises for the purpose of repairing so far as may be necessary such pipes, drains and conduits aforesaid and for the purpose of re-building, repairing, replacing, cleaning any part or parts of the said premises and the properties appurtenant thereto to so far as such repairing, replacing, painting or cleaning as aforesaid cannot be reasonably carried out without such entry.

IN WITNESSETH WHEREOF the Parties herein and the said Lessee herein have put their respective signatures hereunder the day month and year first above written.

SIGNED, SEALED AND DELIVERED by the
LESSOR/S/TRANSFEROR/S above named
at Burdwan in the presence of:

WITNESSES:-

1.

2.

SIGNED, SEALED AND DELIVERED by the
DEVELOPER above named at Burdwan in
the presence of:

WITNESSES:

1.

2.

SIGNED, SEALED AND DELIVERED
by the **LESSEE/S/TRANSFEREE/S**
above named at Burdwan in the
presence of:

WITNESSES:

1.

2.

Drafted by me & typed in my Office

Rajdeep Goswami
Advocate
Enrollment No. F/1922/1694/2011
Burdwan Dist. Judges Court

MEMO OF CONSIDERATION

RECEIVED of and from the within mentioned Transferees the sum **Rs.-/- (Rupees)** Only as total consideration money for the within mentioned property as per memo below:

(Rupees) Only

