

DEED OF LEASE

THIS DEED OF LEASE is made ON THIS THE DAY OF TWO THOUSAND AND
.....;

BETWEEN

BHATPARA MUNICIPALITY, PAN- AAACB0298H, A body corporate with having its office at 1/1, West Ghosh Para Road, Bhatpara, Kankinara, P.O - Bhatpara, P.S. Jagatdal, Pin - 743126, District North 24 Parganas, West Bengal, hereinafter to be referred to as the **"OWNER/ MUNICIPALITY"**(which term or expression shall unless excluded by or repugnant to the context hereto be deemed to mean and include its successors-in-interest, successors-in-office, representatives and/ or assigns) of the **ONE PART**, duly represented by MR. UTKAARSH ,K. MODY, Son of Sri Pawan Kumar Mody, PAN - AJNPM7284L, by faith - Hindu, by Occupation - Business, residing at 8/A, Middleton Street, 1st Floor, P.O - Russel Street, P.S. - Shakespeare Sarani, Kolkata – 700071, Partner of M/**S. KRISHNA KAWATCH DEVELOPER (PAN - AAKFK8402E)**,a Partnership firm, having its registered Office at 16A, Braboume Road, 9th Floor, Kolkata – 700001;

AND

M/S. KRISHNA KAWATCH DEVELOPER (PAN - AAKFK8402E),a Partnership firm, having its registered Office at 16A, Brabourne Road, 9th Floor, Kolkata - 700001, duly represented by one of its partner namely **MR. UTKAARSH ,K. MODY**, Son of Sri Pawan Kumar Mody, PAN - AJNPM7284L, by faith - Hindu, by Occupation - Business, residing at 8/A, Middleton Street, 1st Floor, P.O - Russel Street, P.S. - Shakeshpeare Sarani, Kolkata - 700071, hereinafter balled and referred to be as the **"DEVELOPER"** (which term of expression Shall unless excluded by or repugnant to the subject or context hereto be deemed to mean and include its successors-in-interest, successors- in-office, representatives and/ or assigns of the **OTHER PART**.

AND

(1) Mr./Mrs./Ms..... (having Aadhaar No.
.....) & (PAN:) son/daughter/wife of
Mr..... by Occupation -, & (2)
Mr./Mrs./Ms..... (having Aadhaar No.
.....) & (PAN:) son/daughter/wife of
Mr..... by Occupation:, residing at
.....
..... (hereinafter
singly/ jointly, as the case may be, referred to as the "the **ALLOTTEE(S)**" (which expression
shall unless excluded by or repugnant to the context be deemed to mean and include
his/her/its/their heirs executors administrators and legal representatives 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 a piece and parcel of land **ALL THAT** demarcated land measuring 21 (Twenty One) Cottahs and 13 (thirteen) Chittack, comprised in R.S. Dag No.- 169, L.R. Dag NO.320, R.S./L.R. Khatian No.1022 Ward No.21, Police station - Jagatdal, Holding

No. 40, West Ghosh Para Road, P.S. - Jagatdal, Pin - 743128, Dist-24 Parganas (North), West Bengal, of Bhatpara 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 land described in Part-II of the First Schedule forms part of the Lessors' Allocation under the Development Agreement dated is a distinct and separate piece and parcel of land and does not form part of the undivided proportionate share of land acquired by the Lessee consequent to lease of Units forming subject matter of this Deed of Lease.
- C.** 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**.
- D.** 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 common amenities and facilities and car parking spaces etc whereupon common maintenance charges being the land described in Part-I of the First Schedule hereinafter referred to as the Residential area..
- E.** A part of the said premises described in Part-II of the First Schedule forms part of the Lessors' Allocation.
- F.** The Lessor has entered into an Agreement with the Developer herein for construction of a Market cum Residential Complex at or upon the Premises and for the purpose as entered into a **Development Agreement**.
- G.** Prior thereto the Board of Councilors of the said Municipality in a meeting held on 28.03.2014 read with resolution passed by the members, Chairman-In-Council at their meeting held on 26.03.2014 decided to develop the said land in Public Private Partnership and for the sake of brevity hereinafter called and referred to as the PPP
- H.** The Bhatpara Municipality pursuant to the said resolution decided to invite intended parties through open tender to enter into PPP (Public Private Partnership) for development by construction on the said land morefully described in the Schedule 1 mentioned hereunder, vide Notice No.P-33/PWD/DR-2/3523 dated 20/12/2013.
- I.** The Developer (i.e. M/s. Krishna Kawatch Developer) participated in the bidding held on 28.03.2014 and vide letter dated 09.06.2016 the Bhatpara Municipality invited the aforesaid Developer for development of the said land and construction of the proposed building on PPP (Public Private Partnership) model.
- J.** Vide a letter dated 20.06.2016, the said M/s Krishna Kawatch Developer, submitted its quotation for development of the said land and construction of the proposed building on PPP (Public Private Partnership) model and the same was accepted by the Bhatpara Municipality vide its letter dated 04.07.2016.
- K.** The said M/s Krishna Kawatch Developer, a Partnership firm, having its registered Office

at 16A, Brabourne Road, 9th Floor, Kolkata-700001, duly represented by one of its Partner namely Mr. Utkaarsh K. Mody, was invited vide a letter dated 09.06.2016 and has been allotted and entrusted with the development of the aforesaid property by causing to be constructed thereon two block, i.e. Block A & Block B comprising of various units/shops/ office/ shops/ car parking/constructed spaces new building commercial units (shops) and/or blocks in accordance with the Map or Plan which may be sanctioned by the authorities concerned after demolition of the existing construction on the terms and conditions recorded in an Agreement for Public Private Partnership basis dated 23.09.2016 and recorded in Book No.I, Volume No.1904-2016, Pages from 337582 to 337631, vide Deed No.190409078 for the year 2016, registered before the Additional Registrar of Assurances-IV, Kolkata executed between Bhatpara Municipality, therein referred to as the Owner and M/s Krishna Kawatch Developer therein referred to as the Developer (hereinafter referred to as the Development Agreement).

- L.** Thereafter the said M/s Krishna Kawatch Developer, a Partnership Firm having its registered Office at 16A, Brabourne Road, 9th Floor Kolkata-700001, duly represented by one of its partner namely Mr. Utkaarsh K.Mody was entrusted with the development of the aforesaid property by causing to be constructed thereon two Block i.e. Block A & Block B comprising of various units/shops/office/shops/car parking/constructed spaces new building commercial units (shops) and /or Blocks in accordance with the Map or Plan which may be sanctioned by the authorities concerned after demolition of the existing construction on the terms and conditions recorded in the Supplementary Agreement for Public Private Partnership Basis dated 13.05.2017 recorded in Book No.I, Volume No.1904-2017, Pages from 150427 to 150451, Vide Deed No.190404478 for the year 2017 registered before the Additional Registrar of Assurances-IV, Kolkata executed between Bhatpara Municipality, therein referred to as the Owner and M/s Krishna Kawatch Developer therein referred to as the Developer (hereinafter referred to as the Supplementary Development Agreement)(Hereinafter referred to as the **said agreements**).
- M.** 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.
- N.** In terms of the said agreements the Developer herein has caused a map or plan sanctioned by Bhatpara Municipality being Sanction Plan No. dated and shall include any modification and/or alterations thereto and the Lessee/s hereby consents to the same.
- O.** In pursuance to the plan sanctioned by the authorities concerned the **DEVELOPER** HEREIN has commenced the work of construction of the Building Blocks and/or buildings each block and/or buildings to comprise of various Flats/Units/Apartments constructed spaces and car parking spaces etc. at or upon the said residential area.
- P.** The Lessee/s herein being desirous of acquiring a **FLAT AND/OR UNIT** on leasehold

basis has approached the **DEVELOPER HEREIN** to grant a lease for 99 years and a similar further period thereafter a **FLAT AND/OR UNIT** in the said residential area and the **DEVELOPER HEREIN** has agreed to grant a sub lease and the Lessee/s has/have agreed to take on lease and acquire ALL THAT a self-contained Residential Apartment being No. _____, on the _____ floor of the Block-‘ _____’, measuring built-up area of _____ sq.ft. (more or less), carpet area _____ sq. ft. (excluding balcony), (Super built-up area sq.ft.) with facility to park _____ small size passenger car in the open/covered (Back to Back / Common Single) car parking space, being no. _____, together with undivided proportionate share of the land underneath the building together with right to use the common area, amenities and facilities of the said „Housing Complex “KRISHNA HEIGHTS” at Municipal Holding No. _____, _____, Ward No. _____, Under Bhatpara Municipality , Kolkata – _____ **AND TOGETHER WITH** the proportionate share in all common parts portions areas and facilities to comprise in the said Area (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the said **FLAT AND/OR UNIT**) for the consideration and subject to the terms and conditions hereinafter appearing, and the parties entered into an Agreement amongst themselves.

- 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 Bhatpara Municipality . iv) The right of the **DEVELOPER HEREIN** to enter into 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 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 **CONFIRMING PARTY** herein as lease premium at or before the execution of these presents, the receipt whereof of the consideration the **CONFIRMING PARTY** 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 and the **CONFIRMING PARTY** 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 and the **CONFIRMING PARTY** herein doth hereby grant, convey, transfer, assign and assure unto and to the **LESSEE/S/TRANSFeree/S** herein ALL THAT a self-contained Residential Apartment being No. _____, on the _____ floor of the Block-‘ _____’, measuring built-up area of _____ sq.ft. (more or less), carpet area _____ sq. ft. (excluding balcony), (Super built-up area sq.ft.) with facility to park _____ small size passenger car in the open/covered (Back to Back / Common

Single) car parking space, being no. _____, together with undivided proportionate share of the land underneath the building together with right to use the common area, amenities and facilities of the said „Housing Complex “KRISHNA HEIGHTS” at Municipal Holding No. _____, _____, Ward No. _____, Under Bhatpara Municipality , Kolkata – _____

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 enhanced rent/s and maintenance charges only in exclusion of any further premium/s payable 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 leased period as hereunder.

It is pertinent hereto mention that the subject **SECOND SCHEDULE** property hereunder written and/or given was falling under the allocation of the **DEVELOPER** herein and intended for transfer and/or alienation of the **CONFIRMING PARTY** herein and accordingly as per agreement between them the total consideration as negotiated between them has already been paid by the **CONFIRMING PARTY** herein unto and in favour of the **DEVELOPER** herein and now as such for assignment and/or transfer and/or alienation of the **SECOND SCHEDULE** property hereunder written and/or given the **CONFIRMING PARTY** herein is receiving and/or having the total consideration from the **LESSEE/S/TRANSFeree/S** herein and the **LESSEE/S/TRANSFeree/S** hereby agrees that the **COMPLEX** namely “**KRISHNA HEIGHTS**” shall mean the demarcated plot of land described in Part-I of the First Schedule date and the **DEVELOPER HEREIN** shall have exclusive right over all unsold constructed areas within the premises as well as the area/s and/or portion/s and/or part/s of the premises separately held and/or occupied by the **DEVELOPER** herein at and under the premises, which are not specifically allotted to any other person/s. It is pertinent hereto mention that the **DEVELOPER HEREIN** is/are holding and/or possessing and/or seizing demarcated and specified portion at the premises which is to be used, occupied, enjoyed, possessed and held by the **DEVELOPER HEREIN** and/or its/his/her assigns, representatives and/or transferee/s in the same manner as an owner can use, occupy, seize, possess and have free from all objection/s and/or claim and/or demand from any the Lessee/s herein and/or any person whomsoever representing any person/s and the **DEVELOPER** herein accordingly shall have the right, title and interest at and upon all ingress and/or egress of the all phases of the project hereof and/or the premises and or the complex , larger and smaller in every manner whatever available thereto.

THE LESSOR/S/TRANSFEROR/S HEREIN DOTH 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 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 **LESSOR/S/TRANSFEROR/S** herein and the **DEVELOPER** herein forthwith the execution and registration of these presents shall handover 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 **FIRST SCHEDULE** property as a whole.

e) That all the outgoings, 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) That the **LESSOR/S/TRANSFEROR/S** herein will not terminate rescind this lease under any circumstances if any annual rent is due under these presents.

h) 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 **THIRD SCHEDULE** hereunder written and/or given.

i) 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.

j) 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.

k) The easementary 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 ENTIRE PREMISES)**

(Part-I)

ALL THAT demarcated land measuring 21 (Twenty One) Cottahs and 13 (thirteen) Chittack, comprised in R.S. Dag No.- 169, L.R. Dag NO.320, R.S./L.R. Khatian No.1022 Ward No.21, Police station - Jagatdal, Holding No. 40, West Ghosh Para Road, P.S. - Jagatdal, Pin -

743128, Dist-24 Parganas (North), West Bengal, of Bhatpara Municipality area together with the boundary walls erected thereon comprised in below :

and butted and bounded as follows:

ON THE NORTH	:	19'ft. 0' wide Passage;
ON THE EAST	:	33'-0' wide Ghosh Para Road
ON THE SOUTH	:	R S Dag No. 146;
ON THE WEST	:	R S Dag No. 354(Part);

PART- II

ALL THAT piece or parcel of land measuring an area of 4 cottahs 11 Chittacks 33 sq.ft be the same a little more or less Together With one storied building structure, measuring about 1748 Sq.ft., comprised in Khatian No.I, Plot No.2 Mouza-Atpur, Holding No. 39/1, West Ghosh Para road, Ward No.21, P.S. Jagadal, Pin - 743128, Under Bhatpara Municipality, within the Jurisdiction of Sub-Registrar, Naihati Dist- 24-Parganas (North), West Bengal and butted and bounded as follows:

ON THE NORTH	:	By 8 feet wide Municipality Road ;
ON THE EAST	:	By Authpur Children Park;
ON THE SOUTH	:	By 18 feet wide Municipality Road ;
ON THE WEST	:	By property of Sunil Nath and Kalyan Nath;

PART II

WHEREAS

A) The Chairman Bhatpara Municipality on behalf of the Collector, 24 Parganas vide Declaration No.1425 L.a. of 06.02.1934 and in proceeding number D.1 of 1934-1935 acquired All That demarcated land measuring 21 Cottahs 13 Chittack comprised in R.S. Dag Nos. 168, 169 & 354 (P), Khatian No.349 of Mouza Authpur, J.L. No.16, now R.S./L.R. Dag No.320, R.S./L.R. Khatian No.1022, Ward No.21, Police Station – Jagatdal, Holding No.40, West Ghosh Para Road, Police Station – Jagatdal, District - 24 Parganas (North), West Bengal, for the purpose of development of Bhatpara Sewrage project.

B) The Owner Municipality is the sold and absolute owner of All That the demarcated land measuring 21 Cottah 13 chittack comprised in R.S. Dag Nos. 168, 169 & 354 (P), Khatian No.349 of Mouza Authpur, J.L. No.16, now R.S./L.R. Dag No.320, R.S./L.R. Khatian No.1022, Ward No.21, Police Station – Jagatdal, Holding No.40, West Ghosh Para Road, Police Station – Jagatdal, District -24 Parganas (North), West Bengal.

THE SECOND SCHEDULE ABOVE REFERRED TO: (FLAT/S AND/OR UNIT/S AND/OR OTHER/S)

ALL THAT a self-contained Residential Apartment being No. _____, on the _____ floor of the Block-‘ _____’, measuring built-up area of _____ sq.ft. (more or less), carpet

area _____sq. ft. (excluding balcony), (Super built-up area sq.ft.) with facility to park _____ small size passenger car in the open/covered (Back to Back / Common Single) car parking space, being no. _____, together with undivided proportionate share of the land underneath the building together with right to use the common area, amenities and facilities of the said „Housing Complex “KRISHNA HEIGHTS” at Municipal Holding No. _____, _____, Ward No. _____, Under Bhatpara Municipality , Kolkata – _____

THE THIRD SCHEDULE ABOVE REFERRED TO COMMON PARTS and PORTIONS

1. AREAS:

- (a) Main gate and entrance.
- (b) Open and covered paths and passages within the building.
- (c) Roof, Lobbies and staircases.
- (d) Pump room and Electric Meter room.
- (e) Stair Head room, Lift Machine Room, Lift well.
- (f) Boundary walls, Common Road
- (g) Common Staff toilet in the ground floor.

2. WATER AND PLUMBING: Water reservoirs, water tanks, water pipes (excepting those inside any unit) if any.

3. ELECTRICAL INSTALLATIONS:

- (a). Wiring and accessories for lighting of common areas.
- (b). Pump and motor.
- (c). Lift and Lift machinery.
- (d). Fire fighting equipment in the building, if any.

4. DRAINS: Drains, sewers and pipes.

5. OTHERS: Such other common parts, areas, equipments and installations fixtures, fittings and spaces and drive way in or about the said building as are necessary for passage to other user and occupier of the Unit in common and as are specified to be the common parts after construction of the building but excluding the other open and covered spaces and areas including the compounds and side open spaces which shall be the exclusive property of the Developer for their own use as may be found feasible further provided that only area of the roof as demarcated by the Developer which shall include the overhead water tanks and lift machine room and stair case room shall only be treated as common and the Developer shall be absolutely free to render the balance area of the roof area for any other purpose or for exclusive use and enjoyment.

THE FOURTH SCHEDULE ABOVE REFERRED TO (COMMON EXPENSES)

- 1) All proportionate costs of maintenance, operations, repairs, replacements, services and white washing, painting, rebuilding, reconstructing, decorating, redecorating of all common areas / parts, its fixtures, fittings, electrical wiring and equipment in under or upon the building enjoyed or used in common by the occupants of the buildings.

- 2) The salaries and other expense incurred for and payable to any person employed for common purposes, including security, electrician, maintenance, plumber, administration of the building, accountant, clerks, gardeners, sweepers, liftman etc.
- 3) Insurance premium for insuring the building and every part hereof against earthquake, damages, fire, lightening mob violence civil commotion etc. if insured.
- 4) Expenses for supplies of common utilities, electricity, water charges etc. payable to any concerned authority and/or organization and payment of all other incidental thereto.
- 5) Municipal and other rates and taxes and levies and all other outgoings, save those which would be separately assessed and/or incurred in respect of any unit or portion of land.
- 6) Costs and establishment and operational charges of the owner for the association of the co-operative society or private limited company relating to common expenses.
- 7) All such other expenses and outgoings as are deemed by the owner and/or the association or co-operative society or private limited company to be necessary for or incidental thereto.
- 8) Electricity expenses for lighting all the common parts and outer walls of the building, parking spaces and for operation of all the common areas.
- 9) Operational cost, maintenance, replacement of the lift.

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

10.4 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 **FLAT AND/OR UNIT** the Lessee/s agrees and covenants:

- a) To Co-Operate With The Other Co-Lessee/s and the **DEVELOPER**/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 quiet 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 **FLAT AND/OR UNIT** 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 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 **FLAT AND/OR UNIT** 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 **FLAT AND/OR UNIT** at a later date or the said **FLAT AND/OR UNIT** has been taken possession of or not by the Lessee/s.

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 **FLAT AND/OR UNIT** wholly and proportionately relating to the **COMMON PORTIONS**.

g) **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 **FLAT AND/OR UNIT**.

h) **NOT TO** sub-divide the said **FLAT AND/OR UNIT** and/or the parking space or any portion thereof.

i) **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 **FLAT AND/OR UNIT**.

j) **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.

k) **NOT TO** store or bring and allow to be stored and brought in the said **FLAT AND/OR UNIT** 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.

l) **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.

m) **NOT TO** fix or install air conditions in the said **FLAT AND/OR UNIT** save and except at the places which have been specified in the said **FLAT AND/OR UNIT** for such installation.

n) **NOT TO** do or cause anything to be done in or around the said **FLAT AND/OR UNIT** which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said **FLAT AND/OR UNIT** or adjacent to the said **FLAT AND/OR UNIT** or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

o) **NOT TO** damage or demolish or cause to be damaged or demolished the said **FLAT AND/OR UNIT** or any part thereof or the fittings and fixtures affixed thereto.

p) **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 **FLAT AND/OR UNIT** 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.

q) **NOT TO** install grills the design of which have not been suggested or approved by the Architect.

r) **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 **FLAT AND/OR UNIT** or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.

s) **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.

t) **NOT TO** make in the said **FLAT AND/OR UNIT** 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.

u) 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.

v) **NOT TO** use the said **FLAT AND/OR UNIT** 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 gridded 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.

w) **NOT TO** claim any right whatsoever over and in respect of the **COMMON PARTS AND PORTIONS** in other Block/s and/or Complex.

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**.

z) **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.

aa) In the case of Dependent 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 at KRISHNA HEIGHTS 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 .

bb) **NOT TO** claim partition of its undivided right, title and interest in the land attributable to the said **FLAT AND/OR UNIT**.

cc) **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 **FLAT AND/OR UNIT**.

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 flats of the said building at all times and for all normal purposes connected with the use and enjoyment of the entrance staircase, landing 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.
- 4) The right of protection of the said floor and the properties appurtenant thereto by or from all other parts of the said building as they now protect the same and in any manner not to demolish the support at present enjoyed by the said premises and the properties appurtenant thereto from the other part or parts of the said building.
- 5) The right of passage in common as aforesaid of electricity, gas, water, telephone 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 flat and the said flat and the said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the said flat and the properties appurtenant thereto for all lawful purpose whatsoever.
- 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 Kolkata in the presence of:

WITNESSES:

1.

2.

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

WITNESSES:

1.

2.

SIGNED, SEALED AND DELIVERED by the
LESSEE/S/TRANSFeree/S above named at
Kolkata in the presence of:

WITNESSES:

1.

2.

Drafted by me and prepared in my office:
Advocate

RECEIVED from the within named Lessee/Transferee the within mentioned sum **Rs.**
...../- (**Rupees**) **only** by way of total consideration
money as per Memo below :-

MEMO OF CONSIDERATION

Date	Mode of Payment	Drawn On	Amount (in Rs)
Total		/-

(Rupees) only

SIGNATURE OF THE WITNESS

1.

2.

SIGNATURE OF THE DEVELOPER