

DRAFT DEED OF LEASE

1. **Date:**day of
2. **Nature of document:** Deed of Lease
3. **Parties:** Collectively the following, which will include their respective Successors-in-interest, nominees and assigns:

3.1 **Lessor: West Bengal Industrial Infrastructure Development Corporation**, a statutory body established under the West Bengal Industrial Infrastructure Development Corporation Act, 1974 and having its Principal Office at Block DJ, Plot No. 10, Sector II, Salt Lake City, Kolkata - 700091, having PAN AAACW3073C (which expression shall, unless excluded by the context or otherwise will include its successors-in-interest, nominees and assigns) represented by its constituted attorney Kanchan Janga Integrated Infrastructure Development Private Limited, represented by Mr. Gautam Malik son of Mr. V. Malik residing at 76, Jodhpur Park, P.O. Jodhpur Park, P. S. Lake, District South 24-Parganas, Kolkata-700 068 of the **First Part**.

3.2 **Lessee:**

MR./MS. [•] (Aadhar No. [•]), son/daughter/wife of [•], aged [•] years, by occupation – [•], by nationality [•], having his/her permanent residence at [•] and having PAN No. [•], *through his/her duly constituted power of attorney holder/guardian [•] (hereinafter singly/ jointly referred to as the **“Lessee”**, which expression shall, unless excluded by the context or otherwise, include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**.

*(*strike off if not applicable)*

OR

[•], a company incorporated under the provisions of the [Companies Act, 1913/Companies Act, 1956/Companies Act, 2013]*, with its registered office at [•] and having PAN No. [•] and CIN No. [•], represented herein by Mr./Ms. [•] (Aadhar No. [•]), son/daughter of Mr./Ms. [•], by nationality - Indian, aged [•] years, having PAN No. [•], duly authorised *vide* board resolution dated [•] (hereinafter referred to as the **“Lessee”**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **SECOND PART**.

(strike off the description which is not applicable)*

OR

[•], a partnership firm/limited liability partnership registered under the [Indian Partnership Act, 1932/Limited Liability Partnership Act, 2008]*, having its principal place of business at [•] and having PAN No. [•], represented herein by its authorised partner Mr./Ms. [•] (Aadhar No. [•]), son/daughter of Mr./Ms. [•], Indian, aged [•] years, having PAN No. [•], duly authorised *vide* resolution dated [•] (hereinafter referred to as the “**Lessee**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) of the **SECOND PART**.

(* *strike off the description which is not applicable*)

OR

MR. [•] (Aadhar No. [•]), son of Mr. [•], Indian, aged [•] years, having PAN No. [•], for self and as the Karta of the Hindu Joint Mitakshara Family known as [•] HUF, having its place of business/ residence at [•] and having PAN No. [•] (hereinafter referred to as the “**Lessee**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **SECOND PART**.

(* *strike off the description which is not applicable*)

- 3.3 **Confirming Party/Developer/Promoter: Kanchan Janga Integrated Infrastructure Development Private Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at India Power Building (formerly DPSC Building), Plot No. X-1, 2 & 3, Block-EP, Sector V, Salt Lake City, P.O. Sech Bhawan, P.S. Electronic Complex, Kolkata – 700091, **PAN AADCK6669H** represented by Mr. Gautam Malik, Chief Executive Officer, son of Mr. V. Malik residing at 76, Jodhpur Park, P.O. Jodhpur Park, P. S. Lake,

District South 24-Parganas, Kolkata-700 068 hereinafter referred to as the **“Developer”** of the **Third Part**.

4 **Subject matter of Lease:** The **Apartment** no. [•] on the [•] floor of Block [•] morefully described in **Schedule III hereto** and demarcated and marked in the **Plan** annexed herewith in colour **Red**, lying and situated on the project land described in Schedule II hereto within Kanchan Janga Integrated Industrial Hub being collectively the following:

- 4.1 The Apartment described in **Schedule III hereto**.
- 4.2 The right to use the '**Parking Space**' if any, described in **Schedule III**.
- 4.3 The right to use and enjoy proportionately the **“Common Areas, Facilities and Amenities”** morefully described in **Schedule IV** hereto.
- 4.4 The right to use and enjoy the **Common Areas, Facilities and Amenities** shall be covenants running with the Apartment for the tenure of lease.

5 **Background:**

- 5.1 **Acquisition of Motherland:** By Notification being Jalpaiguri No.687/LA/201/R/WBIIDC – 15/2001 - 02 dated 17th April, 2002 and No.732/LA/256 - R/WBIIDC – 19/2004 - 05 dated 8th September, 2004 published by the Government of West Bengal, the Government acquired approximately 127.125 acres of land in Mouza - Chhat Gujrimari, J.L. No.9, and Mouza – Kismat Sukani, J.L. No. 10, P.S. Rajganj, District Jalpaiguri (**Mother Land**).
- 5.2 **Transfer:** By a Deed of Transfer (**“Deed of Transfer”**) executed on 27th July, 2012, being Deed No. 03168 for the year 2012, registered with the Additional Registrar of Assurances III, Kolkata, the Governor of West Bengal transferred the Mother Land unto the Lessor herein. The possession of the Mother Land was also received by the Lessor. As per the terms of the Deed of Transfer, the Lessor is entitled to lease out the Mother Land unto intending lessees **for a period of 99 years** with an option of renewal of the lease.

- 5.3 **Joint Venture Agreement:** The Lessor, as the sole and absolute owner of the Mother Land, by a Joint Venture Agreement ("**Joint Venture Agreement**") executed on 3rd November, 2008, agreed to enter into a Joint Venture with Shristi Infrastructure Development Corporation Limited ("**SIDCL**") for development of an "Integrated Industrial Hub" ("**Larger Project**") on a public-private partnership basis on 124.50 acres of land ("**Entire Land**") morefully described in Schedule I hereto and forming part of the Mother Land delineated and demarcated in green colour in plan annexed hereto as Annexure – A).
- 5.4 **Joint Venture Company:** In pursuance to the Joint Venture Agreement, a joint venture company was formed between the Lessor and SIDCL, being the Promoter Company herein.
- 5.5 **Development Agreement:** By a Development Agreement ("**Development Agreement**") executed on 6th July, 2009 between the Lessor, the Promoter and SIDCL herein, the Lessor granted the exclusive rights of development, establishment, implementation and operation of the Entire Project, as well as the rights of marketing and lease of the individual plots and/or units developed on the Entire Project Land and receipt and appropriation of the consideration therefrom. The Development Agreement stipulated that not less than 50% of the Mother Land area should be earmarked for industrial purpose (manufacturing and services); not more than 25% of the Mother Land area should be earmarked for infrastructure creation to support processing/manufacturing activities including roads, industrial housing and rainwater harvesting; and not more than 25% of the Mother Land area should be earmarked for social infrastructure and commercial use where the Developer shall have the right to take up commercial and other high value projects of its choice not necessarily related to manufacturing and processing activities.
- 5.6 **Power:** In pursuance of the said Development Agreement, the Lessor has granted a Power of Attorney dated 14th September, 2009 to the Promoter granting the necessary powers and authority for execution of the Entire Project herein. In terms of the Development Agreement and the Power of Attorney,

the Promoter has been exclusively empowered by the Lessor to act for and on behalf of the Lessor, among others, to demise the Entire project Land or any part or portion thereof on such consideration and terms as may be deemed fit by the Promoter, including execution of this Deed of Lease, receiving and appropriating Lease Premium and all rents and charges payable by the Lessee under this Deed of Lease and acknowledge valid receipt thereof for and on behalf of the Lessor. Accordingly, the Lessee shall pay Lease Premium and all rents and charges as agreed herein to the Promoter only from time to time and on such payment the Lessee shall be deemed to have discharged its obligations towards such payments.

- 5.7 **Development:** The Promoter proposed development of Larger Project i.e. integrated township on Entire Land called Kanchan Janga Integrated Industrial Hub and apart from the Project as defined hereunder the Promoter proposes to develop in different phases the other plots and/or buildings and/or structures of the Kanchan Janga Integrated Industrial Hub (**“Other Components”**). In course of development of the Kanchan Janga Integrated Industrial Hub on the Entire Land the Promoter has embarked all that piece and parcel of land admeasuring 6506.790 Sq.Mt equivalent to 70039 Sq. Ft. equivalent to 97 Katha 4 Chittack and 19 Sq. Ft. approx. (**“Project Land”**) out of the Entire land of Kanchan Janga Integrated Industrial Hub for the purpose of developing 5 numbers of ground plus four storied residential buildings comprised of apartments along with necessary infrastructure, common areas, facilities and amenities (**“Project”**) for the purpose of lease unto the intending Lessee and the said project shall be known as **“Sangati Siliguri”**. Project Land is morefully **described in Schedule II** written hereunder delineated and demarcated in red colour in plan annexed hereto as Annexure – A.
- 5.8 **Sanction of Plan:** In pursuance of the Project and the terms of the Development Agreement, the Promoter had obtained the sanctioned Master Layout Plan and Building Plans for the Project along with other developments from the Jalpaiguri Zilla Parishad (the **“Sanctioned Plan”**) and commenced construction on the Project Land.

- 5.9 **Commencement of Construction:** The Promoter, after obtaining the Sanctioned Plan for the Project, commenced the construction of the residential blocks in a phased manner.
- 5.10
- 5.11 **Provisional Allotment:** Pursuant to an application made by the Lessee for lease of a residential apartment in Block [•] of the **Project**, the Promoter by a letter of allotment dated [•] (the "**Allotment Letter**"), agreed to provisionally allot ("**Provisional Allotment**") to the Lessee the apartment no. [•] having Carpet Area of [•] square feet, exclusive balcony having an area of [•] square feet and exclusive terrace having an area of [•] square feet (if any), and Super Built Up Area of [•] square feet, on [•] floor in Block No. [•] ("**Building**"), along with car parking space admeasuring approximately [•] square feet (if any) on the ground level and a pro rata leasehold interest in the Common Areas (hereinafter collectively referred to as the "**Apartment**"). The apartment no. [•] is more fully and particularly described in **Schedule III** written hereunder and floor plan of Apartment No [•] is delineated and demarcated in red colour in plan annexed hereto as Annexure – B, subject to the Lessee agreeing to and fulfilling the terms and conditions contained of the Allotment Letter and all such terms and conditions contained in the Allotment Letter shall be deemed to form part of this Deed and in case of any inconsistency and discrepancy, the provisions contained in the Deed shall prevail. Subsequently, the Parties executed an agreement to lease dated [•] for the said Plot ("**ATL**"), on the terms and conditions set out therein and in accordance with Applicable Laws. The said ATL has been registered in the office of [•] and recorded in Book No. [•], CD Volume No. [•], Pages [•] to [•], being No. [•] for the year [•].
- 5.12 **Completion of Construction:** The Promoter has completed the construction of residential Block [•] and has obtained Occupancy Certificate for the same.
- 5.13 **Satisfaction and Possession:** The Lessee having complied with all the terms and conditions of the Provisional Allotment and ATL and making payment of the agreed consideration in the manner contained in the said ATL, the Developer had called upon the Lessee to take possession of the Lay Out Plot

and the Lessee has taken possession thereof upon fully satisfying themselves himself/herself/itself about the title of the land and construction of the Apartment.

5.14 Now the Lessor is hereby granting a Lease of the Apartment unto the Lessee herein and this Deed of Lease is now being executed to give effect to the lease of the Apartment by the Lessor to the Lessee.

6. **NOW THIS DEED WITNESSETH AS FOLLOWS:**

6.1 **Lease:** The Lessor hereby grants and demises unto the Lessee the said Apartment morefully described in **Schedule III** delineated and demarcated in red colour in plan annexed hereto as Annexure B for a period mentioned in Clause 6.4 on payment of Lease Premium and Ground Rent as mentioned in Clause 6.5

6.2 **Lease Commencement Date:** The Lease shall commence upon the date of execution hereof.

6.3 **Possession:** The Lessee has received the possession of the Apartment at or before the execution hereof. ("**Possession Date**").

6.4 **Lease Tenure:**

6.4.1 The Tenure of the Lease shall be for a period of 99 years from the Lease Commencement Date as mentioned in Clause 6.2.

6.4.2 This Lease may be renewed for a further period of 99 years on the same terms and conditions contained herein and upon such other terms and conditions as may be deemed fit by the Promoter / Lessor and upon renewed, a fresh lease deed shall be executed.

6.5 **Payments:** The Lessee shall pay the following amounts:

6.5.1 **Lease Premium:** The Lease Premium shall be a sum of Rs. [•]/-(Rupees. [•] only) payable to the Promoter and the Lessee has already paid the Lease Premium along with goods and service tax as applicable in accordance with the terms of the ATL.

6.5.2 **Ground/ Lease Rent:** The Lessee shall pay a sum of Rs. [•]/- (Rupees.

[•] only) to the Promoter/Lessor as the Annual Ground/ Lease Rent in advance against the demise of the Apartment as has been agreed upon in the terms and conditions of ATL along with applicable tax. The said annual Lease Rent shall be payable by the Lessee in three yearly term, in advance amounting to Rs. [•]/-.

6.5.3 **Escalation:** The Ground Rent shall be subject to an upward revision from time to time as may be decided by the Promoter/ Lessor.

6.5.4 **Electricity, Water & Other Utilities:** The Lessee shall pay the requisite electricity, water charges and charges for other utilities as per the consumption and on the rates as fixed by the statutory or other appropriate authorities. The Lessee shall apply for an individual electricity meter connection. Further the Lessee shall pay for the connectivity charges and other services as may be determined by the Developer.

6.5.5 **Maintenance Charges:** On and from the Possession Date, and irrespective of whether the Lessee has taken the actual possession of the Apartment or not, the Lessee shall be liable to bear and pay the share of the expenses annually in advance for the usage and enjoyment of the Common Areas, Facilities and Amenities to the Promoter or the Association or to the Apex Body any maintenance agency ("**Maintenance Agency**") appointed by the Lessor/Promoter or by the Association for the management and maintenance of the Common Areas, Facilities and Amenities of the Project.

6.5.6 **Taxes:** The Lessee shall on and from the Date of Commencement of the Lease pay all taxes, charges, levies and impositions payable as the Lessee in respect of the Apartment and also the proportionate taxes, levies and/or impositions for the common areas of the Project and all these liabilities shall be perpetual even though the same be not expressly mentioned in any future instrument of transfer.

6.5.7 **Registration of the Deed of Lease:** The Stamp Duty, Registration Fee and any other fees, penalties, levies related to the registration of the Deed of Lease shall be borne and paid by the Lessee.

6.6 **Covenants of the Lessee:**

6.6.1 **Usage:** The Lessee shall use the Apartment for residential purposes only and further, the Lessee shall use the parking space only for the purpose of keeping or parking vehicles and usage of the same for any other purpose shall be deemed to be a breach of its covenants herein. The parking space shall form part of the Apartment and shall not be transferred and / or retained separately.

6.6.2 **Covenants, stipulations, restrictions and obligations of the Lessee:** The Lessee and /or the occupier and / or any subsequent transferee shall observe, perform and fulfil the covenants, stipulations, restrictions and obligations required to be performed by the Lessee as stated herein, including but not limited to those mentioned in the **Sixth Schedule** of the ATL.

6.6.3 **Payment:** The Lessee shall bear and pay the Ground Rent, Lease Premium, the Maintenance Charges within the due dates of payments thereof, time for the payments whereof shall be the essence of this Lease.

6.6.4 **Mutation as Lessee:** The Lessee shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Apartment as a Lessee in the records of the concerned authorities within a period of three (3) months from the date of registration of the Lease Deed and shall keep the Lessor and the Promoter indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Lessor and/or the Promoter due to non-fulfilment and/or non-observance of this obligation by the Lessee.

6.6.5 **Claim any title:** The Lessee shall not claim any ownership title in respect

of any part or portion of the Apartment or the Project Land and shall further not claim any interest or right in any other portion of the Project Land, save the in respect of Apartment, subject to the fulfillment of all its covenants herein.

- 6.6.6 **Obstruction:** The Lessee shall not obstruct or object to the exercise of any of the rights of the Lessor/Promoter/Transferors hereunder and/or Association or Maintenance Agency appointed by the Promoter.
- 6.6.7 **Non Encumbrance:** The Lessee shall have no right to encumber the Apartment, by way of mortgage, creation of charge, lien or otherwise. However the Lessee can create encumbrance on his/her/its leasehold interest in the Apartment with prior written permission of the Promoter/Lessor. The Promoter/Lessor shall have every right to refuse its consent or impose such conditions on the Lessee in the event that the Lessee has committed a default or breach of the conditions herein, but the consent shall not be unreasonably refused.
- 6.6.8 **Non Assignment:** The Lessee shall not be entitled to assign, sub-let, license or transfer its rights or obligations or part with the possession of the Apartment or otherwise transfer the benefit of the whole or any part of this Lease in favour of any person without prior written consent of the Promoter/ Lessor. The Promoter/ Lessor shall have every right to refuse its consent or impose such conditions on the Lessee in the event that the Lessee has committed a default or breach of the conditions herein. Further, such assignment, sub-lease, license or transfer shall be in strict conformity to the terms and conditions hereunder.
- 6.6.9 **Transfer Fees:** In the event that the Promoter/ Lessor consents for the transfer, sub-lease, license or assignment of the leasehold rights as mentioned in Clause 6.6.8, the Lessee shall be liable to pay to the Promoter/ Lessor, without any demur or objection, such requisite transfer fees, as is fixed by the Promoter/ Lessor.
- 6.6.10 **Electricity, Water and other utilities:** The Lessee shall pay for

electricity, water and other utilities consumed in or relating to the Apartment and for the Common Areas, Facilities and Amenities within the time frame fixed by the Promoter or the Association or the Maintenance Agency for the payment of the same.

- 6.6.11 **Acceptance of rates:** The Lessee shall be bound to accept the share of rates attributable to the Lessee for all matters, including those for usage and enjoyment of the Common Areas, Facilities and Amenities as may be determined by the Promoter or the Association or the Maintenance Agency.
- 6.6.12 **Abidance of Covenants & Conditions:** The Lessee shall be bound by all the terms and conditions contained in the ATL and the General Terms and Conditions of the Project, including the especially those related to the proper usage and enjoyment of the Apartment.
- 6.6.13 **Compliances:** The Lessee shall be liable to comply with the statutory provisions and laws as applicable. The Lessee alone shall be responsible for any fines/penalties which may be imposed by the Government or Statutory Authority or any other authority on the Lessee for its irregular or unlawful acts within the Apartment and shall keep the Promoter indemnified against any fine/ penalty that may be caused out of the default on the part of the Lessee to comply any statutory requirements mentioned above.
- 6.6.14 **Objections:** Certain infrastructure, areas and facilities like Complex level drainage, sewerage, approach roads, street lightings, water supply network, electricity supply network etc are being shared by the co-lessees and co-occupiers of all components of Larger Project. The Lessee shall not raise any objection or claim regarding the construction or completion or maintenance of the Common Areas, Facilities and Amenities after the Possession Date in any manner and/or under any ground whatsoever.
- 6.6.15 **Management & Maintenance:** The Developer shall itself or through the

Maintenance Agency maintain and manage the maintenance of the Common Areas, Facilities and Amenities morefully described in **Schedule IV** hereunder till the Association is formed. The Lessee shall pay regular monthly maintenance charges from the Possession Date for usage and enjoyment of the Common Areas, Facilities and Amenities as has been mentioned in Clause 6.5.5.

Formation of Association: The Promoter shall, in accordance with Applicable Laws, call upon the respective lessees of Apartments in the Project to form an association ("**Association**") which can be a joint association in common with other adjoining phases or project, and it shall be incumbent upon the Lessee to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. If required the Association shall be bound to form a common maintenance body with all similar associations of all phases, adjoining projects or Other Components of the Larger Project for supervision of maintenance of the facilities common for occupants of the Larger Project ("**Apex Body**"). The Lessee shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of leasehold interest in the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Lessee hereby authorizes the Promoter to take all necessary steps in this connection on his/her/their/its behalf.

6.6.16 **Inspection:** The Lessee shall permit the Promoter/ Lessor or the Association or the Maintenance Agency or any other person authorized by any statutory or appropriate authority to enter the Apartment upon prior intimation for the purpose of viewing and inspecting the state and condition of the Apartment and for effecting repairs and maintenance of any pipelines, wires, drains, common areas or do any further work in

connection thereof and the Lessee shall not be entitled to raise any objection or cause any hindrance to the same.

6.6.17 **Rules:** The Lessee shall abide by all rules and regulations regarding the usage of the Common Areas, Facilities and Amenities as may be laid down by the Promoter/ Lessor/ Association or the Maintenance Agency from time to time.

6.6.18 The Lessee hereby acknowledges and covenants that the electricity distribution network and all electric lines and connections in the Common Areas, Facilities and Amenities and also the Apartment are presently maintained and managed by the Promoter or the Maintenance Agency. The Promoter or the Maintenance Agency shall be fully entitled to transfer the electricity distribution network and all electric lines and connections to any statutory or appropriate authority which shall then be responsible for maintenance and management of the same. The rates and charges for usage shall then be fixed by such statutory or appropriate authority which the Lessee shall pay without any demur or objection.

6.6.19 The Lessee is taking on lease the said Apartment after having full knowledge of all laws/notifications and rules applicable in respect of the area where the Project Land is situated.

6.6.20 The Common Area, Facilities and Amenities cannot, on any ground whatsoever, be partitioned or divided by the Lessee.

6.7 **Covenants of the Lessor/Developer:**

6.7.1 The Lessor declares that it has a good right, title, authority and power to grant the lease of the Apartment to the Lessee and the Lessor shall keep the Lessee indemnified from any acquisition, dispossession, damages or claims arising out of any defect or irregularity in the title of the property.

6.7.2 The Lessee will have the right to peaceful possession and shall enjoy the Apartment without any interruption or disturbance from the

Transferors, subject to the payments of Lease Premium, Ground Rent and other charges and fulfillments of all its covenants stated herein.

6.7.3 The Lessor/Promoter, in future, shall at the request and cost of the Lessee, execute such documents that may be required for perfecting the grant of the Lease unto the Lessee and such other documents as may be required for each subsequent transfer subject to payment of transfer fee as mentioned in the ATL or herein above.

6.7.4 The Lessor shall pay and discharge the land revenue for the Project Land to the concerned authorities.

6.7.5 The Lessee and any other person claiming under it shall always be entitled to freely access the Apartment and the Common Areas, Facilities and Amenities, subject to the fulfillment and observations of all its covenants herein.

6.8 **Indemnity :** The Lessee hereby indemnifies and agrees to keep the Promoter/ Lessor / Association / Maintenance Agency saved, harmless and indemnified against all actions, proceedings, claims, demands, costs or expenses that the Promoter/ Lessor / Association / Maintenance Agency may suffer or incur hereafter by virtue of any claim of any nature whatsoever in respect of any liabilities arising in connection with the Lease or any part thereof, statutory or contractual, and the Lessee hereby further undertakes of covenants to forthwith pay, reimburse and/or make good such loses, expenses or costs incurred by the Promoter/ Lessor/ Association / Maintenance Agency.

6.9 **Defaults & Termination:**

6.9.1 **Breach:** In the event that the Lessee commits a breach of its covenants hereunder, the Promoter/ Lessor shall give the Lessee a time of 60 (sixty) days to rectify such breach. After the expiry of the said 60 (Sixty) days, if the Lessee has still failed to rectify the breach, the Promoter/Lessor shall further issue a notice to the Lessee calling upon the Lessee to remedy the breach. In the event that the Lessee fails to rectify the breach within 15 (fifteen) days of receiving the notice from

the Lessor or the Promoter then the Promoter/ Lessor, in addition to or in the alternative to any other remedy that may be available to him at his discretion, be at liberty to terminate this Lease. In the event of such termination, in addition to what has been provided in clause 6.9.5, the Lessor or the Promoter shall have the right to recover liquidated damages from the Lessee for acting in contravention of its covenants herein.

- 6.9.2 **Delay in payment:** If the breach of the Lessee is delay in payment of the Ground Rent and/or other charges payable herein for a period of 60 (sixty) days from the date the same is due, the Promoter/ Lessor or the Association as the case may be may, at its sole discretion, terminate this Lease in accordance with clause 6.9.1 above or opt to condone the delay provided the Lessee pays interest at the rate as prescribed under West Bengal Housing Industry Regulation Act, 2017 and amendments thereof for the entire period of delay in making the payment.
- 6.9.3 Further, the Apartment shall remain charged with the Promoter until the dues of the Lessee are paid in full satisfaction of the Promoter or any other person to whom such sums may be due under the Lease.
- 6.9.4 In the event of termination of the Lease, the Lessee shall be left with no right or interest in respect of this Lease and/or the Apartment and/or parking space (if any) and the Promoter/ Lessor shall be free to deal with the Apartment at its sole discretion as it may deem fit.
- 6.9.5 Upon the expiry if Lessee does not opt for renewal of Lease or earlier determination of the Lease, the Lessee shall yield up and deliver the peaceful and vacant possession of the Apartment along with the parking space (if any) to the Promoter/ Lessor without any demure or objection thereof.
- 6.9.6 All sums due and payable to the Promoter/ Lessor herein by the Lessee shall be recoverable as a public demand under the Bengal Public

Demand Recovery Act, 1913.

- 6.9.7 That the determination of this Deed shall in no way prejudice or affect the rights of the Lessor to recover from the Lessee, costs and expenses to rectify/restore, any damage which may have been caused to the Apartment by the Lessee or any one acting on its behalf, during the Term of this Deed (normal wear and tear excepted).
- 6.10. **Notice by Lessor/Developer/Promoter/Association:** All notices, consents and approvals which are to be given and notification of any decision by the (i) Lessor shall be in writing and signed by the Lessor / Promoter as its constituted attorney (ii) by the Promoter shall be in writing and signed by its authorized signatory (iii) by the Association by its authorized signatory/representative and the same shall be considered as duly served if the same has been delivered to in person, posted by registered post/speed post, even though returned unserved on account of refusal by the Lessee, addressed to the Lessee at the address mentioned in these presents or such other changed address which has been intimated in writing or at the Apartment under these presents.
- 6.11. **Notice by Lessee:** All notices, consents and approvals which are to be given and notification of any decision by the Lessee shall be in writing and signed on behalf of the Lessee by the authorised person of the Lessee and the same shall be considered as duly served if the same has been delivered to in person, posted by registered post/speed post addressed to the Promoter and /or the Lessor and/or the Association as the case may be, at the address mentioned in these presents or such other changed address which has been intimated in writing.
- 6.12. **Rules of interpretation:** The words used in bold in the headings of the Clauses and any Sub-Clause shall have the meaning assigned to them in such Clause or Sub-Clause and the words put in bold in brackets define the word, phrase or expression immediately preceding.

SCHEDULE - I

[Entire Land]

All That piece and parcel of land situated in Mouza Chhat Gujrimari, J.L. No. 9 and Kismatsukani, J.L. No. 10, P.S. Rajganj, Dist: Jalpaiguri, within Panikauri Gram Panchayat containing an area of 124.50 acres comprised in the following plots:

1. Mouza: Chhat Gujrimari, Sheet no. 6(R.S.) J.L. No.9
P.S. Rajganj, Dist. Jalpaiguri
R.S. Plots in full : 2, 184, 185 to 188, 190 to 194 and 196
R.S. Plots in parts: 1, 3 to 6, 197, 200, 203, 204, 206 and 207
2. Mouza: Chhat Gujrimari, Sheet No.7(R.S.), J.L. No.9
P.S. Rajganj, Dist. Jalpaiguri
R.S. Plots in full : 42, 43 and 44
R.S. Plots in parts: 41, 84, 85, 86
3. Mouza: Kismat Sukani, Sheet no.5 (L.R), J.L. No.10
P.S. Rajganj, Dist. Jalpaiguri
L.R. Plots in full : 244, 260 to 262, 266 to 278, 391 to 397, 399 to 418, 419 to 425, 426 to 428, 429 to 431, 432, 433, 434 to 462 & 466.
L.R. Plots in parts: 240, 241, 243, 245, 251 to 253, 257 to 259, 263, 265, 282, 398, 465, 467, 468
4. Mouza: Kismat Sukani, Sheet No. 3(R.S) J.L. No. 10
P.S. Rajganj, Dist. Jalpaiguri
R.S. Plots in full : 618, 670, 674, 675, 676, 725 to 727, 731 to 733, 741, 745 to 751, 753 to 755, 757 to 765, 767, 770 to 773, 776 to 798, 802, 803, 805 to 811, 812, 813, 836 to 846, 978 to 985, 990 to 997, 1006 to 1010, 1015 to 1029, 1031 to 1033, 1050, 1051, 1241, 1258 to 1260, 1262 to 1264, 1270, 1271, 1290 to 1292, 1294, 1298, 1303, 1305, 1306, 1308 to 1320, 1324, 1325, 1327 to 1330, 1337 to 1341, 1430 to 1432, 1435, 1440, 1443 to 1462
R.S. Plots in parts : 671 to 673, 677 681, 690, 691, 724, 728, 729, 730, 740, 742 to 744, 752, 756, 766, 768, 769, 774, 775, 804, 998, 1030, 1261, 1265, 1267, 1304, 1321, 1322, 1323, 1326.

Total area : 124.50 Acres

Butted and bounded by:-

NORTH BY	:	Private Land
SOUTH BY	:	W.B.S.E.D.C.L substation & Siliguri - Sikarpur Road
EAST BY	:	Private Land
WEST BY	:	Private Land

SCHEDULE – II

(Project Land)

All that piece and parcel of land admeasuring 6506.790 Sq.Mt equivalent to 70039 Sq. Ft. equivalent to 97 Katha 4 Chittack and 19 Sq. Ft. approx. out of the Entire Land described in Schedule I delineated and demarcated in red colour in plan annexed hereto as Annexure – A and butted and bounded as follows:

ON THE NORTH : Driveway.

ON THE SOUTH : Land of Kanchanjanga Integrated Industrial Hub for future development.

ON THE EAST : Internal Arterial Road.

ON THE WEST : Land of Kanchanjanga Integrated Industrial Hub for future development.

SCHEDULE III

[Apartment]

ALL THAT Apartment No. [•] on [•] floor of the Block No. [•] having Carpet Area of [•] square feet, exclusive balcony having an area of [•] square feet and exclusive terrace area of [•] square feet (if any) and Super Built Up Area of [•] square feet, comprising of [•] Bedroom, [•] Kitchen, [•] Bathroom, living cum dining, and [•], together with a *pro rata* leasehold interest in the Common Areas as described in the **Schedule IV** to this Agreement. The floor plan of the said apartment is delineated and demarcated in red colour in plan annexed hereto as Annexure – B.

PARKING SPACE

[[•] four-wheeler/two-wheeler parking space] admeasuring approximately [•] square feet at the [•].

SCHEDULE - IV

[COMMON AREAS, FACILITIES AND AMENITIES]

1. The Project land.
 2. Entrance lobby of the respective Block/building.
 3. All elevators and staircases of the respective Block/Building.
 4. All stair and lift corridors/lobbies for each floor of the respective Block/Building.
 5. Electrical wiring and fittings of the common areas of the respective Block/Building.
 6. Overhead/underground water tanks/reservoir of the Block/Building or Project
 7. All common water pipes of the Block/Building or Project.
 8. All common roads/drive ways within the Project.
 9. Entrance gate of the Project.
 10. Common drains and sewers.
 11. Boundary Line / wall of the Project.
 12. Common Street Lights within Project.
 13. Common Water Distribution Network of the respective block/building within the Project.
 14. Common Community Hall.
 15. Common landscaping and green areas within project.
7. **Execution: IN WITNESS WHEREOF** the Parties have executed and delivered these presents the day, month and year first above written.

SIGNED AND DELIVERED by
the within named **LESSOR** at
Rajganj in the presence of:

SIGNED AND DELIVERED by
the within named **LESSEE** at
Rajganj in the presence of:

SIGNED AND DELIVERED by the
within named **CONFIRMING PARTY/
DEVELOPER/PROMOTER** at Rajganj in
the presence of:

Drafted by me under the instruction by the parties and
explained the contents and understood the same by them,
computer typing by me in my office.

Advocate:

Address:

Registration No.:

RECEIPT & MEMO OF CONSIDERATION

RECEIVED FROM THE LESSEES and Acknowledged by the Confirming Party/Developer, the
within mentioned consideration in full amounting to a sum of Rs._____/ - (Rupees.
_____ only) in the following manner:-

WITNESSES:

1.

2.

(Confirming Party/Developer)

