

1. **Date:**

2. **Nature of document: DEED OF LEASE**

3. **Parties:**

3.1 **Lessor:** NORTH DUM DUM MUNICIPALITY, 163, M.B. Road, Birati, Kolkata – 700051, District – North 24 Parganas

3.2 **Lessee:** (1) _____ (PAN: _____), son/wife/daughter of _____, by nationality – Indian, by religion - _____, by occupation – _____, resident of _____ and (2) _____ (PAN: _____), son of _____, by nationality – Indian, by religion - _____, by occupation – _____, resident of _____

3.3 **Developer/Confirming Party : SHREE GANESHAYA INFRA PROJECTS LIMITED** (PAN: AAKCS0512J), a company duly incorporated under the Companies Act, 1956 having its registered office at Room No.613, JASMINE TOWER, 31, Shakespeare Sarani, under Post Office and Police Station - Shakespeare Sarani, Kolkata – 700017, duly represented by its Authorised Representative Mr. Sumit Dutta (PAN:BWEPD2187A), son of Late Shankar Dutta, residing at 37G, Suren Sarkar Road, Post Office & Police Station - Beliaghata, Kolkata – 700010.

(The terms Lessor, Lessee and Developer/Confirming Party shall include his/her/their respective successors-in-interest, successors-in-office, legal heirs, successors, executors, administrators and assigns).

4. **Subject matter:** Permission to the Lessee by the Lessor to use and occupy the flat/unit described in **Schedule-‘C’**.

5. **Background:**

5.1 The North Dum Dum Municipality, the lessor herein, is the sole and absolute owner in respect of all that the plot of land

measuring an area of about 30 (thirty) cottahs 15 (fifteen) chittacks 20 (twenty) square feet, be the same a little more or less, lying and situated at Dag no.85, Khatian no.51, J.L. No.11, in Mouza Jangalpur, within the local limits of North Dum Dum Municipality Holding No. 150, Rajbari Road (Jangalpur), Police Station – Airport in the District of North 24 Parganas, which is morefully and particularly described in Schedule-“A” written hereinbelow (hereinafter referred to as the ‘said premises’) and the lessor herein is absolutely and exclusively seized and possessed of and otherwise well and sufficiently entitled thereto.

- 5.2 The lessor had decided to develop the said premises by way of constructing a residential-cum-commercial complex thereon as per and in accordance with the building plan to be sanctioned and had appointed one M/s. Kalindee Nirmans Private Limited, a company having its registered office at 2A, Ganesh Chandra Avenue, 2nd Floor, Room no.4, Commerce House, Kolkata – 700013 to develop the said premises by constructing and/or erecting residential-cum-commercial complex thereon subject to the terms and conditions as contained under the agreement dated 17th February, 2007 made, executed and entered into by and between the lessor herein and the said company.
- 5.3 Subsequently, the said company failed and neglected to abide by and comply with the agreed terms and conditions as were recorded under the said development agreement dated 17th February, 2007 and had failed to discharge the obligations thereunder, as a result whereof, the said development agreement dated 17th February, 2007 was cancelled and/or revoked.
- 5.4 The lessor further executed a development agreement dated 18th June, 2008 with one M/s. Skyzoom Complex Private Limited, thereunder appointing the said M/s. Skyzoom Complex Private

Limited as the developer in respect of the said premises with power and/or authority to construct a residential-cum-commercial complex thereon as per the terms as were agreed by and between themselves. Under the said development agreement dated 18th June, 2008, the said M/s. Kalindee Nirmans Private Limited, being a confirming party thereunder, further confirmed the cancellation and/or revocation of the earlier development agreement dated 17th February, 2007 by releasing and relinquishing all its rights as acquired by virtue of the said agreement dated 17th February, 2007.

- 5.5 In accordance with the terms of the said Development Agreement dated 18th June, 2008 and by strength of the Power of Attorney executed by the said lessor in favour of Mr. Ajay Singh, being one of the directors of the said Skyzoom Complex Pvt. Ltd., the said Skyzoom Complex Pvt. Ltd. started developing the said premises by carrying out construction of new buildings at the said premises at its own costs and expenses as per the building plan(s) duly sanctioned by the North Dum Dum Municipality and in compliance of all requisite permissions, approvals obtained from time to time.
- 5.6 Subsequently, pursuant to the order dated 25th November, 2010 passed by the Hon'ble High Court at Calcutta under Company Application No. 878 of 2010 connected with Company Petition No.196 of 2009, connected with Company Application No.286 of 2009 under Section 391(2) and 394 of the Companies Act, 1956, the said company namely, M/s. Skyzoom Complex Pvt. Ltd. alongwith various other companies stood amalgamated and transferred alongwith all assets and liabilities unto Shree Ganeshaya Infraprojects Ltd. with effect from 1st April, 2008.
- 5.7 As a result of the above, the rights and liabilities of the developer under the said development agreement dated 18th June, 2008 stood transferred in favour of the company, namely,

Shree Ganeshaya Infra Projects Ltd. and accordingly Shree Ganeshaya Infra Projects Ltd. (the developer herein) has acquired the rights of the Developer in respect of the said premises.

- 5.8 By virtue of the said development agreement dated 18th June, 2008 and the subsequent order dated 25th November, 2010 passed by the Hon'ble High Court at Calcutta in C.A. No. 878 of 2010, the developer herein started constructing and erecting a multistoried residential complex consisting of several self-contained flats/flat/units at and over the said premises to be leased out in favour of interested parties on long term basis for their exclusive use and utilization thereof.
- 5.9 Subsequently the said North Dum Dum Municipality, the lessor herein and the said Shree Ganeshaya Infra Projects Limited, the developer herein, have decided to make and execute an agreement for construction of multistoried building at the said premises on the same consideration and on the same terms as recorded in the development agreement made and/or executed on 18th of June, 2008 by and between the North Dum Dum Municipality and the said M/s. Skyzoom Complex Private Limited and accordingly an agreement for construction of multistoried building has been made and/or executed on 17th of June, 2014 by and between the said North Dum Dum Municipality, the lessor herein and the said Shree Ganeshaya Infra Projects Limited, the developer herein, inter alia, recording the terms and conditions as particularly mentioned therein and the same has been registered on 19th of June, 2014 with the office of the District Sub-Registrar –II, North 24 Parganas and recorded in Book No.I, CD Volume No.8, Pages from 5704 to 5722, being no. 03728 for the year 2014.
- 5.10 Subsequently by a registered power of attorney made and/or executed on 19th June, 2014 the said North Dum Dum

Municipality duly appointed and/or nominated the said Shree Ganeshaya Infra Projects Limited as its constituted attorney for the purpose of construction of the multistoried building on the said property with the power and/or authority as morefully mentioned and described in the said Power of Attorney dated 19th June, June, 2014. The said Power of Attorney dated 19th June, June, 2014 has been registered with the District Sub-Registrar-II North 24 Parganas and recorded in Book No.1 volume No. 8 pages 5742 to 5754 being no.03730 for the year 2014.

5.11 Pursuant to the aforesaid agreement for construction of multistoried building and the power of attorney granted by the North Dum Dum Municipality, the lessor herein in favour of the Shree Ganeshaya Infracorjects Limited the developer herein, the developer herein proceeded with the construction of the multistoried buildings at the said premises as per and in accordance with the building plan duly sanctioned by the North Dum Dum Municipality.

5.12 Under the said agreement dated 17th June, 2014, it was, inter alia, agreed by and between the owner (being the lessor herein) and the developer that the complex constructed on undivided, proportionate 65% of the plot of land comprised in the said premises shall have demarcated area having separate way of ingress and egress with separate lift and staircase, which shall comprise the developer's allocation in the said complex to be constructed and shall be disposed of and/or transferred by the developer to the intending parties. It is further recorded under the said agreement dated 17th June, 2014, inter alia, that the owner (the lessor herein) shall be entitled to the constructed area on the remaining undivided and proportionate 35% area of the plot of land comprised in the said premises which shall also have similar facilities of separate ingress and egress alongwith separate lift and staircase and the same shall constitute the

owner's allocation. However, it was further mentioned in the said agreement dated 17th June, 2014, that notwithstanding the separate complexes forming the respective allocated areas of the parties therein, the occupiers/transferees of the allocated areas of the owner's allocation shall be entitled to all the common facilities and/or amenities as might be provided for in the developer's allocation and vice versa.

5.13 The Lessee herein has approached the developer with the intention of taking on lease the flat/flat/unit in the said building being constructed at the said premises and the Lessor at the request of the developer has agreed to grant a lease in respect of such flat, mentioned and described in **Schedule-'C'** hereinbelow to the Lessee for such consideration and subject to the Lessee acting in strict compliance of the terms and conditions as agreed by and between themselves and recorded hereunder.

5.14 On or before entering into this agreement the intending Lessee after taking inspection has fully satisfied himself/herself/themselves/itself about:-

- (1) the title of the Lessor in respect of the said premises
- (2) the building plan sanctioned by the North Dum Dum Municipality
- (3) the constructions being made by the developer at the said premises
- (4) the calculation of built up area and the total area comprised in the flat/unit/flat.
- (5) the specification for construction of the flat/unit/flat therein.

NOW THIS DEED OF LEASE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE-I (DEFINITIONS)

1.1. Unless in this agreement, there be something contrary or repugnant to the subject or context:-

1.2. Premises : shall mean and include All That the piece or parcel of land measuring an area of about 30 (thirty) cottahs 15 (fifteen) chittacks 20 (twenty) square feet, be the same a little more or less, lying and situated at Dag no.85, Khatian no.51, J.L. No.11, in Mouza Jangalpur, Police Station - Airport, within the local limits of North Dum Dum Municipality Holding No. 150, Rajbari Road (Jangalpur), Ward No. 16, Additional District Sub-Registry Office – Bidhannagar, Salt Lake City under District – 24 Parganas (North), morefully and particularly described and mentioned in **Schedule 'A'** written hereunder.

1.3. Building/ Complex : shall mean and include the building to be named as **"SGIL-SUREZA"** consisting of several shop/commercial space/flat/unit on the ground floor and residential self-contained flats/flat/units on the other floors of the G+6 storied building to be constructed at the aforesaid premises and other structures, constructed spaces including car parking spaces, being constructed or to be constructed at the said premises over the land comprised therein in accordance with the sanctioned plan of the North Dum Dum Municipality, morefully and particularly described and mentioned in **Schedule 'B'** written hereunder.

1.4. Flat/Flat/unit : shall mean the self-contained residential flat, being No.____, on the _____ floor of the residential complex constructed at the premises, morefully and particularly mentioned and described in the **Schedule 'C'** hereunder written and wherever the context so permits shall include the lessee's proportionate undivided share in the common areas and installations as also in the land underneath the said building comprised in the said premises attributable to the

said Flat/unit specifically mentioned and described in the **Schedule 'C'** hereunder written.

1.5. Common Facilities and Amenities : shall mean and include corridor, stairways, passage ways, lift, pump room, overhead tank, water pump, motor pumps, drainage pipe lines, septic tanks, common toilets, wash rooms, electric meters room, transformers, fire fighting system, air conditioning system in the corridor and the staircases and other facilities which may be mutually agreed upon between the parties and required for establishment, maintenance and/or management of the building, as morefully mentioned and described in the **Schedule 'D'** written hereunder.

1.6. Common Areas and Installation : shall mean the common areas installations and facilities mentioned as specified in the **Schedule-'E'** hereunder written and expressed by the lessor for common use and enjoyment of the co-occupiers and their visitors which include the driveway, paths and the designated car parking spaces on the ground floor of the said Building. It is specifically provided that the roof of the Building is reserved by the lessor who shall have absolute authority to deal with the same, raise additional floors and/or otherwise deal in any as it may deem fit and proper subject to necessary permission and approval obtained from the North Dum Dum Municipality and other appropriate authority or authorities in this regard.

1.7. Common Expenses: shall mean and include all expenses for the maintenance, management, upkeep and administration of the common areas and installations and for rendition of services in common to the co-occupiers and all other expenses for the common purposes to be contributed, borne, paid and shared by the co-occupiers including those mentioned in the **Schedule-'F'** hereunder written.

- 1.8. Common Purposes:** shall mean and include the purposes of managing and upkeeping the common areas and installations, rendition of common services to the co-occupiers, collection and disbursement of the common expenses and administering and dealing with the matter of common interest to the co-occupiers and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective flats/flat/units exclusively and the common areas and installations in common.
- 1.9. Car Parking Space:** shall mean spaces on the ground floor of the building particularly earmarked for parking of personal car belonging to the lessee (if so allotted specifically), morefully and particularly mentioned and described in Schedule-'C' hereinbelow.
- 1.10.Plans :** shall mean and include the building plan sanctioned by the North Dum Dum Municipality, being Plan No.499 OF 2011-2012 for construction of residential-cum commercial complex as aforesaid and shall be deemed to include all further plans and/or drawings amended or modified from time to time and/or such additional plans as may be sanctioned/modified from time to time including all changes thereto as deemed necessary by the lessor/developer.
- 1.11.Co-Occupier:** shall mean and include all persons who, for the time being have either taken lease of any flat/unit/space in the Residential-cum-Commercial Complex or have agreed to take on lease any flat/unit/space in the said Complex and for all unsold flat/units/space, possession whereof have not been parted with, co-occupier shall mean the lessor/developer herein.
- 1.12.Share in the said Premises:** shall mean proportionate undivided indivisible impartible share in the land underneath the said building comprised in the said premises attributable to the said flat/unit agreed to be taken on lease hereunder by the lessee.

1.13. Lease Commencement Date: shall mean the date on which the lessee takes actual physical possession of the said flat/unit after fulfilling all his/her/their liabilities and obligations in terms of this deed or the date of registration of this deed of lease, whichever is earlier.

1.14. Architects: shall mean the Architects as may be appointed by the developer from time to time for the Complex.

1.15. Advocates: shall mean S.K. Banerjee & Associates, Advocates of 6 Old Post Office Street, Room No.17A, Basement, Kolkata – 700001 appointed by the developer, inter alia, for preparation of this agreement and the deed of lease in respect of the said flat/unit in favour of the lessee.

ARTICLE-II (INTERPRETATIONS)

- 2.1 Wherever any expenses or costs are mentioned to be borne or paid proportionately by the lessee then the portion of the whole amount payable by the lessee shall be proportionate to the area of the lessee's respective flat/unit which will also include the proportionate portion of the total common area.
- 2.2 Any reference to statute shall include any statutory extension or modifications or amendment of such statute and/or any rules regulations or orders made thereunder.
- 2.3 Any covenant by the lessee not to act or do any thing shall be deemed to include his obligations not to permit the said act or thing to be done.
- 2.4 The paragraph headings do not form part of this agreement and have been given only for the sake of convenience and shall not be taken into account for construction or interpretation hereof.

2.5 Words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa.

2.6 Words importing MASCULINE GENDER shall include the FEMININE GENDER and NEUTER GENDER; Similarly words importing FEMININE GENDER shall include MASCULINE GENDER and NEUTER GENDER likewise NEUTER GENDER shall include MASCULINE GENDER and FEMININE GENDER.

ARTICLE-III (REPRESENTATIONS OF THE PARTIES)

3.1 The Parties hereby jointly represent and warrant to each other that:

3.1.1 The respective signatories of the parties hereto, as and where applicable, have been duly authorised to execute this deed.

3.1.2 By executing this deed, none of the parties are violating any contract, agreement, arrangement or understanding, oral or written, express or implied, to which either of them is a party.

3.2 The Lessee hereby represents and warrants to the Lessor/Developer that the Lessee:

3.2.1 Shall perform and comply with all obligations with regard to the use and enjoyment of leasehold rights in respect of the said flat/unit at his/her/their own costs and expenses;

3.2.2 Shall not use the flat/unit for any purpose whatsoever other than residential purpose.

3.3 The Lessor/Developer hereby represents and warrants to the Lessee as follows:

3.3.1 The Lessor has clear, marketable and unencumbered title and ownership in the Land on which the Building is being constructed and in the building comprising of the Flat/unit.

- 3.3.2 There is no bar or restraint of any nature whatsoever on the Lessor in granting the Lease intended to be granted hereunder.
- 3.3.3 The Lessor has cleared applicable municipal and other taxes and outgoings as on date with respect to the Flat/unit and shall keep the Lessee indemnified against all claims, actions, suits and proceedings in respect thereof.
- 3.3.4 The Developer has constructed the Building comprising of the Flat/unit as per the sanctioned plan. A photocopy of the same has been provided to the Lessee.
- 3.3.5 The Developer has obtained all applicable sanctions, clearances, approvals and permissions statutorily required to be obtained from the relevant Government Authorities in relation to construction of the Building.
- 3.3.6 Subject to *Force Majeure* events specified in this Agreement and subject to the Lessee paying the Rent and other payables stipulated herein, the Lessor shall ensure that the grant intended to be made hereunder is not disrupted and the Lessee is able to hold the Flat/unit and enjoy all rights granted herein **PROVIDED HOWEVER** that this will not in any manner cast any financial obligation of any nature whatsoever upon the Lessor/ Developer.
- 3.3.7 The Lessor shall not revoke the Lease during its validity period subject to the Lessee observing, performing and fulfilling, all the covenants and stipulations herein, to be observed and performed by the Lessee.

ARTICLE-IV (LEASE)

- 4.1 The Lessor hereby lets out and grants lease and the Developer confirms such grant in respect of All That the said Flat/unit,

morefully and particularly mentioned and described in SCHEDULE-C hereunder written TOGETHERWITH the share in the said premises i.e. the undivided proportionate share in the land underneath the said building in the said premises TOGETHERWITH the proportionate undivided indivisible share in the common areas and installations morefully and particularly mentioned and described in SCHEDULE-D hereunder written TOGETHERWITH right to ingress to and egress from the said flat/unit AND ALSO TOGETHERWITH the right of car parking in the covered/uncovered car parking space, if so specifically and expressly mentioned and described in the stated SCHEDULE-C and the lessee agrees to take on lease the same on and subject to the terms and conditions contained herein at and for and in lieu of the rent to be paid to the Lessor as premium and other payables to be paid to the developer and mentioned hereinbelow to be paid by the lessee to the lessor in the manner as stated hereunder.

- 4.2 The Lessee shall have the power to sub-let the said Flat/unit or to assign the leasehold interest therein for the remaining term of lease in favour of any person of his choice and discretion without being required to obtain consent of the lessor/developer in that respect after taking possession of the said flat/unit. The lessee shall not be required to pay any excess or extra amount to the lessor/developer for such intended transfer of his leasehold rights in respect of the said flat/unit in favour of the transferee, provided such transfer is made after taking possession of the said Flat/unit.

ARTICLE-V (TENURE OF LEASE AND RENEWAL)

- 5.1 The initial Lease Period shall be for a period of 99 (ninety nine) years from the Lease Commencement Date as defined hereinabove.
- 5.2 The Lessee shall (subject to the conduct of the Lessee with respect to this Lease Deed) have the option to renew the initial Lease Period for further term of 99 (ninety nine) years on mutually agreed terms.

ARTICLE-VI (PREMIUM AND OTHER PAYABLES)

6.1 The total amount agreed to be paid by the Lessee to the Developer in terms of this Deed are as follows:-

Particulars	Amount (Rs.)
Premium in respect of the Flat/unit @ Rs. _____/- per sq.ft.	
Premium in respect of the Car parking	
Utility Charges towards Transformer & Electrical Expenses	
Utility Charges towards Generator Charges	
Ancillary Expenses towards Legal / documentation charges	
Total Amount	

Goods and Service Taxes and all other taxes as per government policy will be charged extra on the above consideration amount.

- 6.2 The Lease rent payable in respect of the Flat/unit shall be Re.1/- (Rupees One) only per sq. ft. per annum of the standard built up area of the Flat/unit (applicable GST extra) to be paid by the Lessee to the Lessor.
- 6.3 The Rent shall commence on and from the lease commencement date in respect of the said Flat/unit.
- 6.4 The Rent is non-refundable and no part of it shall be reduced, abated or waived under any circumstance including, but not limited to, termination of this agreement or revocation of the Lease.
- 6.5 Time for payment of the premium and other amounts hereunder payable by the Lessee to the Developer shall be the essence of the contract.

ARTICLE-VII (COMPLETION & POSSESSION)

- 7.1 The Developer has already complete the construction of and made tenable the said Flat/unit in accordance with the plan and in the manner and with the specifications mentioned hereunder including the common areas and installations in the said building.
- 7.2 The Lessee shall not in any manner cause any objection obstruction interference or interruption at any time hereafter in the additional construction or completion of construction of or in the building or other parts of the said premises (notwithstanding the delivery of possession of said flat/unit to the Lessee in the meantime and there being temporary inconvenience in the use and enjoyment thereof by the Lessee) nor shall at any time hereafter do or omit to be done anything whereby the additional construction or development of the building or the said premises or the lease or transfer of the other flat/units in the Building is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any neglect or default on the part of the Lessee or because of any act or omission on the part of the Lessee, the Developer is restrained from carrying on such additional construction of the building and/or transferring and disposing of the other flat/units therein then and in that event without prejudice to such other rights that the Developer may have, the Lessee shall be liable to compensate and also indemnify the Developer for all losses, damages, costs, claims, demands, action and proceedings that may be suffered or incurred by the Developer.
- 7.3 As from the date of possession the Lessee shall be liable to make payment of all rates taxes and outgoings impositions and levies including municipal taxes, residential surcharge, multistoried building tax, betterment fees, development fees, water charges and all other applicable taxes, if imposed by the competent authority or authorities and also the maintenance charges payable in respect of the said flat/unit.

7.4 The Lessee's liabilities and obligations towards payment of common expenses, rates and taxes and other outgoings payable in respect of the said flat/unit as well as all or any consequence of default, non-performance or delay in performance of all or any of the obligation and covenants as contemplated hereunder shall be deemed to have commenced on and from the lease commencement date irrespective of when the Lessee takes actual physical possession of the said Flat/unit.

ARTICLE VIII (EXTRAS AND DEPOSITS)

8.1 In addition to the premium payable to the developer and lease rent payable to the lessor by the Lessee as stated hereinabove the Lessee shall also pay to the Developer the following charges and expenses in the manner as described (as and where applicable) in Schedule 'G' hereunder.

8.2 All stamp duty and registration fees on execution and registration of this deed and other documents to be executed and/or registered in pursuance hereof and also all statutory charges payable therefore including the charges of the copywriter for copying of such documents and expenses incidental to registration shall be paid by the Lessee.

8.3 Any apportionment of the liability of the Lessee in respect of any item of expenses, taxes, duties, levies and outgoings payable by the Lessee hereunder shall be final and binding on the Lessee. The Lessee may however take inspection of the documents being the basis of such charge at Developer's office upon prior written notice.

8.4 It is further expressly agreed and made clear that the payments and deposits to be made by the Lessee hereunder shall not carry any interest and all such amounts to be paid and/or deposited by the Lessee shall be held in trust by the Lessor/Developer and specifically utilized for such purpose only and not otherwise.

ARTICLE -IX**MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT :**

- 9.1 As a matter of necessity, the possession and enjoyment of the said flat/unit by the Lessee shall be consistent with the rights and interest of all the Co-owners and in using and enjoying the said flat/unit and the Common Areas and Installations, the Lessee bind themselves and covenants :-
- 9.2 to co-operate with the Developer or its appointed agency/agencies in the management and maintenance of the building(s) and other common purposes.
- 9.3 to observe and perform the rules regulations and restrictions from time to time, in force, for the quiet and peaceful use, enjoyment and management of the building(s) and in particular the common Areas and Installation(s) and other common purposes.
- 9.4 to use the said flat/unit only for residential purpose and for no other purpose(s).
- 9.5 unless the right to parking motor car is expressly granted and mentioned in the Schedule hereunder written, the Lessee shall not park any motor car or any other vehicle at any place in the said complex (including at the open space at the said complex) AND if the right to park car is so expressly granted and mentioned in the Schedule the lessee shall use the car parking space(s) only for the purpose of parking of standard size passenger motor car. In case of goods vehicles for loading and unloading purpose, the same can be placed/parked at an assigned place and between fixed time to be declared by the Developer or the maintenance company as the case may be.

- 9.6 to use the Common Areas and Installations only to the extent required for ingress to and egress from the said flat/unit of men and materials and passage of utilities and facilities.
- 9.7 to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobby, landings etc. free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods, articles or things or allow anyone to sleep or rest therein or thereat or in any other common areas of the said premises.
- 9.8 not to claim any right whatsoever or howsoever over any flat/unit or portion in the said premises save the said flat/unit.
- 9.9 not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the building/residential complex save a letter-box at the place in the ground floor as be expressly approved or provided by the Lessor / Developer and a decent nameplate outside the main gate of their Flat/unit. It is hereby expressly made clear that in no event the Lessee shall open out any additional window or any other apparatus protruding outside the exterior of the said Flat/unit excepting air conditioners to be placed in the designated cut out positions.
- 9.10 not to alter the outer elevation of the Flat/unit or Building or any part thereof nor decorate the exterior of the Building otherwise than in the manner agreed by the Developer or its agency in writing or in the manner as near as may be in which it was previously decorated.
- 9.11 not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waster or spit in the staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations or in any other portion of the complex or block nor into lavatories, cisterns, water or soil pipes serving the Building nor allow or permit any other Co-occupier to do so.

- 9.12 not to commit or permit to be committed any alteration or charges in pipes, conduits, cables and other fixtures and fittings serving the other flat/units in the Building.
- 9.13 to keep the said flat/unit and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Flat/unit in the Building in good and substantial repair and conditions so as to support shelter and protect and keep usable the other flat/unit/parts of the Building and not to do or cause to be done anything in or around the said Flat/unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the said flat/unit. In particular and without prejudice to the generality to the foregoing, the Lessee doth hereby covenant that the Lessor/Developer that the Lessee shall not make any from of alternation in the beams and columns passing through the said Flat/unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- 9.14 not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through the said flat/unit.
- 9.15 to apply for and obtain at their own costs separate assessment and mutation of the said flat/unit in the records of the North Dum Dum Municipality and the Lessor / Developer shall give its consent for the same. It is further agreed by the Lessee not to raise any questions incase the Developer herein raises any Additional Floor over the present sanction pursuant to necessary sanction being obtained from the appropriate authority or authorities and the Lessee shall not claim any amount by whatsoever nature and also not disturb the process of construction by any means not withstanding temporary difficulties.

- 9.16 it is agreed between the parties hereto that the Building shall be called **“SGIL-SUREZA”**. But the Developer shall be at liberty to change the name, as they deem fit and proper and the same shall be fully binding on the Lessee.
- 9.17 The Lessee shall be bound to bear and pay and discharge exclusively the following expenses and outgoings:
- i) Municipal rates and taxes and water tax, if any, assessed on or in respect of the said flat/unit directly to North Dum Dum Municipality provided that so long as the said Flat/unit is not assessed separately for the purpose of such rates and taxes, the Lessee shall pay to the Developer proportionate share of all such rates and taxes assessed on the said premises and as determined by the Developer.
 - ii) The lessee shall ensure electricity through the separate electricity meter in respect of the flat/unit to be installed at the appropriate location in the said building. The lessee shall directly pay the electricity charges to the concerned authority from time to time.
 - iii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the said flat/unit or the building or the said premises as a whole and whether demanded from or payable by the Lessee or the Developer and the same shall be paid by the Lessee wholly in case the same relates to the said flat/unit and proportionately in case the same relates to the building or the said premises as a whole.
 - iv) Until a separate electric meter is obtained by the Lessee for its Flat/unit, the Developer shall provide a reasonable quantum of power in the said Flat/unit from its existing sources and the Lessee shall pay electricity charges to the Developer or its

appointed agency who shall be liable to pay the same to CESC Limited/WBSEDCL.

9.18 Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within the seventh day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Developer or its appointed agency/agencies. The bills and demands for the amounts payable by the Lessee shall be deemed to have been served upon the Lessee, in case the same is left in the said Flat/unit or in the letter box in the ground floor of the building earmarked for the said Flat/unit.

9.19 In the event of the Lessee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common expenses or any other amount payable by the Lessee under these presents within a period of seven days from the date such sum becoming due or payable and/or in observing and performing the covenants terms and conditions of the Lessee hereunder, then without prejudice to the other remedies available against the Lessee hereunder, the Lessee shall be liable to pay to the Developer or its appointed agency interest at the rate of 12% per annum on all the amounts in arrears and without prejudice to the aforesaid, the Lessor / Developer or its appointed agency shall be entitled to withhold and stop all utilities and facilities (including lift, generator etc,) to the Lessee.

ARTICLE -X (TRANSACTION)

10. This Lease is on a principal to principal basis and the Parties have entered into this Lease as independent entities and not as co-venturers, partners, agents or employees of one another and nothing contained herein shall constitute a partnership, joint venture, agency or employment between the Parties or be deemed to grant any authority to either Party to

make any contract or agreement or to give any warranty or undertaking or representation on behalf of the other or to create any obligation expressed or implicit on behalf of the other.

ARTICLE -XI (NOTICE)

11. Any notice required to be given by the Parties to each other shall be deemed to have been sufficiently served if sent to the address of the Parties as mentioned in this Lease Deed, or as be notified in writing subsequently, by registered post/speed post/fax/e mail with acknowledgement due. If notice is sent by registered post, such service of notice shall be deemed to have been effected on the 4th day of handing over of the relevant document/ registered cover to the postal authorities irrespective of refusal to accept service by the addressee Party and simultaneously with the receipt of report in case of fax and e mail. In the event of any change of address, unless the same is notified to others, any notice by any of the others to the address herein shall be deemed to be a good service.

ARTICLE -XII (JURISDICTION)

12. This Deed of Lease or any matter connected therewith shall be subject to the jurisdiction of competent courts at Kolkata only.

SCHEDULE-A

(Said Premises)

ALL THAT piece or parcel of land measuring an area of about 30 (thirty) cottahs 15 (fifteen) chittacks 20 (twenty) square feet, be the same a little more or less, lying and situated at Dag no.85, Khatian no.51, J.L. No.11, in Mouza Jangalpur, Police Station - Airport, within the local limits of North Dum Dum Municipality Holding No. 150, Rajbari Road (Jungalpur), Ward No. 16, Additional District Sub-Registry Office - Bidhannagar, Salt Lake City under District - 24 Parganas (North) and also known as 156, Junglepur Road and butted and bounded in the following manner that is to say :

On the East	:	13'.0" wide Municipal Road
On the South	:	63/1, Jangalpore Road & Ors.
On the West	:	R.S. Dag No.39 and 41
On the North	:	Service Road and Belghoria Expressway

SCHEDULE-B

[Said Building]

All that the G+VI storied building to be known as "**SGIL-SUREZA**", comprising of several self-contained flats/units of various shapes and sizes, having a total super built up area of about _____ sq.ft., be the same a little more or less, lying and situated at the premises described in **Schedule-A** hereinabove, shown in "BLUE" border in the Plan-"A" being Annexure "A" hereto.

SCHEDULE-C

[said Flat/unit]

All that the self contained flat/unit being Unit No. _____ on the _____ Floor of the Building to be known as "**SGIL-SUREZA**", having a super built up area of sq. ft. (APPROX.) and delineated on the **Plan-'B'** annexed hereto and marked as "**Annexure B**" and bordered in colour "**RED**".

SCHEDULE-D

[Common Areas and installations]

1. Entrance and exit gates of the block.
2. Paths passages in the building.
4. Driveway in the ground floor of the building.
5. Staircases of the block alongwith their full and half landing with both staircases.
6. Lift with lift shaft and the lobby in front of it on typical floors and lift machine room except the stairs leading to the roof thereof and the Roof.
7. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas for operation of lifts and

pump and for supply of power in the said Flat/unit to the extent of quantum mentioned herein and/or in the other Flat/units during power failure and generator room in the ground floor of the complex.

8. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the ground floor of the block.
9. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes there from connecting to different flat/units of the building.
10. Underground water reservoir for municipal water with a pull on pumps installed thereat for the building.
11. Water waste and sewerage evacuation pipes from the Flat/units to drains and sewers common to the building and from the building to the municipal drain.
12. Common bathroom with W.C. and common toilets in each floor of the building.
13. Room for Darwan/Security guard, caretaker's office in the ground floor.
14. Boundary walls.
15. The Roof is reserved by the Vendor and shall not form part of the common parts.
16. Entire firefighting equipment including fire underground storage tank.

SCHEDULE-E

[Specification & Amenities]

Foundation	:	R.C.C.
Flooring	:	Vitrified tiles.
Wall finish	:	Interior – conventional brickwork with plaster of paris. Exterior – High quality waterproof cement paint.
Kitchen	:	Anti-skid vitrified tiles, Granite Platform with honed edge, stainless steel sink with drainage board, dado tiles upto 2 ft. above the counter /platforms, electric

		point for refrigerator, aquaguard, gyser and exhaust fan.
Toilet	:	Sanitaryware of Parryware/Hindware or equivalent make, cp fitting of essco/jaquar or equivalent make, electric point for gyser and exhaust fan, Plumbing provision for hot/cold water line.
Doors & Windows	:	Main door – Wooden panel door polished, main door fittings-Godrej night latch and eye piece, internal doors-solid core flushed doors, windows-fully glazed sliding anodized aluminium window with integrated grills.
Lift	:	Otis/kone or equivalent
Water Supply	:	24 hours supply from deep tubewells treated with de-ionization water plant.
Electrical	:	AC points in living, dining & all the bedrooms. Cable TV & Telephone points in living /dining and master bedroom, ample necessary 15 amp. & 5 amp. Electrical points in all bedrooms, living, dining , kitchen, toilets with central MCB & switch boards. Door bell points at the main entrance door. Concealed copper wiring with modular switches of reputed brand bearing ISI mark.
Common Lighting	:	Common lighting overhead illumination for compound and street lighting. Necessary illumination in all lobbies, staircases & common areas.
Stair & Lobbies	:	Stairs and floor lobbies – kota stone, Entrance ground floor lobby of each block – combination of marble, granite & kota stone.
Generators Load	:	REPUTED BRAND WITH CAPACITIES TO CATER MINIMUM LOAD REQUIREMENT OF CO-OWNERS AND ALL UTILITIES
Fire fighting	:	SOPHISCATED EARLY WARNING SYSTEM WITH SPRINKLE AND WATER STORAGE FACILITIES

SCHEDULE-F
[COMMON EXPENSES]

- 1. COMMON AREA/MAINTENANCE CHARGES:** All costs and expenses of maintaining repairing redecoration and renewing etc. of the Main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the building and enjoyed or used by the Purchaser in connection with other occupiers or serving more than one Flat/unit and other saleable space at the said premises, main entrance and exits gates, landings and staircases of the building and enjoyed by the Lessee or used by them in common as aforesaid and the boundary walls of the premises, compounds, etc. The costs of cleaning and lighting the main entrance and exist gates, passage, driveway, landings, staircases and other parts of the said premises so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
- 2. OPERATIONAL :** All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator, Fire Fighting equipments and accessories, Security Systems Deep Tube Well , air conditioning system in corridor and lobby etc.) and also the costs of repairing, renovating and replacing the same.
- 3. STAFF :** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g.) security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftman, etc.) including their bonus and other emoluments and benefits.
- 4. TAXES :** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any Flat/unit).

5. **COMMON UTILITIES** : Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.

6. **OTHER** : All other expenses and/or outgoings including litigation expenses as are incurred by the Vendor or its appointed agency for the common purpose.

SCHEDULE-G

(PREMIUM AND OTHER PAYABLES)

The total amount agreed to be paid by the Lessee to the Developer in terms of this Deed are as follows:-

Particulars	Amount (Rs.)
Premium in respect of the Flat/unit @ Rs. _____/- per sq.ft.	
Premium in respect of the Car parking	
Utility Charges towards Transformer & Electrical Expenses	
Utility Charges towards Generator Charges	
Ancillary Expenses towards Legal / documentation charges	
Total Amount	

Goods and Service Taxes and all other taxes as per government policy will be charged extra on the above consideration amount.

In witness whereof the Parties have set and subscribed their respective hands and seats on the date, month and year first above written.

EXECUTED AND DELIVERED by the

LESSOR at Kolkata in presence of:

1.

2.

EXECUTED AND DELIVERED by the

LESSEE at Kolkata in presence of:

1.

2.

EXECUTED AND DELIVERED by the
DEVELOPER / CONFIRMING PARTY at

Kolkata in presence of:

1.

2.

MEMO OF CONSIDERATION

RECEIVED by us the withinnamed developer/confirming party from the withinnamed Purchaser the withinmentioned sum of Rs. _____/- (Rupees _____) only by several cheques on different dates towards the full and final satisfaction of the total consideration amount in respect of sale and conveyance effected under these presents.

Signed, Sealed and Delivered

in presence of :

(Developer/Confirming Party)

1.

2.