

DEED OF GRANTING lease OF A FLAT

FOR a period 999 YEARS

This **DEED OF GRANTING lease of flat FOR A PERIOD OF 999 YEARS** has been made on this **23rd** day of **April, Two Thousand Twenty Four (2024)**.

between

GANPATI CONSTRUCTION

Proprietor

SMT. MAYA RANI KUNDU (PAN CZHPK1797G) wife of Late Sadhu Lal Kundu, of 18 No. Sir Gurudas Road, Police Station – Phool Bagan, Kolkata – 700054, hereinafter called and referred to as the “**THIKA TENANTS/lessors**” (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their heirs, successors, administrators, representatives and assigns) of the **FIRST PART** duly represented by

AND

SRI CHANCHAL KUMAR DEY, (PAN- EFLPD9288B), son of Shyamal Kumar Dey, residing at Block 8, Flat-10, 45/1, Kankurgachi 2nd Lane, Post Office – Kankurgachi, Police Station –Phool Bagan, Kolkata – 700054, hereinafter called and referred to as “**Developers/ Promoters/ Confirming Parties/Second Party**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, successors, administrators, level representatives and assigns) of the **Second Part.**

AND

..... by faith - Hindu, by Nationality- Indian, by occupation - Business, resident of hereinafter called and referred to as the “**lessees**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **other part.**

WHEREAS the parties to the 1st Part herein is the sole and absolute thika tenants in respect of the land **ALL THAT** piece and parcel of a Thika Tenanted Land measuring about 3 Cottahs 13 chittack of Land be the same a little more or less and the Owner of the old dilapidated 400 Sq.ft. structure standing thereon which is lying and situated at Premises No. 18, Sir Gurudas Road, Post Office & Police Station – Phool Bagan, Kolkata – 700054, Ward No. 030, within the local limits of Kolkata Municipal Corporation,, A.D.S.R. Sealdah, Dist – 24 Parganas (South). The structure of the said premises are in dilapidated condition and owing to such condition of the structures of the said premises, the Parties to the 1st Part herein has intended to develop the land of the said premises by construction of masonry building upon obtaining sanction of the building plan from KMC, by demolishing the existing structure of the said premises. The Parties to the 1st Part owing to lack of knowledge and experience have intended to develop the land of the said premises through a recognized developer who has sufficient

knowledge and experience in raising construction of masonry building in and around the city of Kolkata.

AND WHEREAS the Party to the 2nd Part who is engaged in construction of masonry building in and around the city of Kolkata, having coming to know of such desire of the Parties to the 1st Part herein, approached the Parties to the 1st Part herein to develop the land of the said premises by construction of masonry building upon obtaining sanction of the building plan from KMC. The party of the 2nd part herein had inspected the said plot of the land and thereupon had taken detailed discussion with the parties of the 1st part herein as to the prospect of the said project and thereby the First Party and the Second Party duly entered into an **Agreement for Development** which has been duly registered among the above mentioned parties which has been duly registered in the office of A.D.S.R. Sealdah, and recorded thereat in Book No. I, Volume No. 1606/2018, running Pages from 66913 to 66942, being Deed No. 02013 for the Year 2018, and thereby a Deed of Development Power of Attorney has also been registered before the office of A.D.S.R. Sealdah, and recorded thereat in Book No. I, Volume No., running Pages from to, being Deed No. for the Year 2024..

AND WHEREAS the Developer/Second Part in the business of developing and promoting and also sponsoring construction of building having its own financial resources to carry out any Development scheme.

AND WHEREAS the Developer started **MultiStoried** building at Premises No. 18, Sir Gurudas Road, Post Office & Police Station – Phool Bagan, Kolkata – 700054, Ward No. 030, within the local limits of Kolkata Municipal Corporation,, A.D.S.R. Sealdah, Dist – 24 Parganas (South). which is morefully described in Schedule “A” below and the Second Part/Developer also have right to lease or agreement for lease/ from the part of Developer’s allocation in respect of proposed building to the intending lessee/lessees without consent of the First Part/ThikaTenents/Thika Owners herein.

AND WHEREAS the developer announced to give lease of Flat/s on the floors under Developer allocation and after hearing that the Third Party being the Lessees intend to take lease for 999 years in respect of one self-contained residential flat measuring (.....) **Sq.ft.** Super Built Up area be the same a little more or less on the Thirdfloor, Front Side, which is morefully described in Second Schedule below hereinafter referred to as “SAID FLAT” at together with right use of all common facilities and amenities and also proportionate share of the Thika land but without the land beneth in respect of the said building at Premises No. 18, Sir Gurudas Road, Post

Office & Police Station – Phool Bagan, Kolkata – 700054, Ward No. 030, within the local limits of Kolkata Municipal Corporation,, A.D.S.R. Sealdah, Dist – 24 Parganas (South). to abovenamed Third party from the Developer’s allocation which is morefully described in the Second Schedule below at a total Premium amount more or less of **Rs.**
..... /-
(Rupees.....) only i.e. **Rs.** /- **(Rupees)** per Square Feet, is the final consideration of the Lease out Flat which is the required Lease-out rate of the said project.

AND WHEREAS the third part herein knows such intention of the developer and of the satisfied the third party has approached to the developer to take lease in respect of said property morefully described in Second Schedule below.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

1. That in consideration of the fixed premium of **Rs.** /- **(Rupees.....)** only i.e. **Rs.** /- **(Rupees)** only but as the Lessee herein supplied the necessary Tiles, Sanitary Fittings, Electric Fittings, windows fittings, as well as adjustment of advance amount, of Rs.-, thus the final amount as considerationis hereby given by the Lessee, i.e. **Rs.** /- **(Rupees)** only i.e. **Rs.** /- **(Rupees)** and of as the total rent for ____ (_____) years at a time paid by the Lessee to the Lessor/ Developer which including premium plus total rent for which the receipt whereof which the total consideration premium is personally paid by the Lessee to Lessors do hereby admit and acknowledge hereunder written and simultaneously the Lessors hereby deliver the peaceful khas possession in respect of the aforesaid residential flat over the Land which is described in Schedule “A” below without the land beneath which is situated at Premises No. 18, Sir Gurudas Road, Post Office & Police Station – Phool Bagan, Kolkata – 700054, Ward No. 030, within the local limits of Kolkata Municipal Corporation,, A.D.S.R. Sealdah, Dist – 24 Parganas (South). under the jurisdiction of Additional District Sub-Registrar at Sealdah.

2. That the Lessee shall never pay any rent to the Lessors for the above mentioned self-contained residential flat over the Land which is Leased out the fixed annual rent for the stipulated period of _____) **years** at a time as the grand total of **Rs.** /- **(Rupees)** only at a time.

3. That the terms of the permanent Lease will be for the period of _____ commencing on and from this date of execution of this Deed of Lease and the Lessee shall never claim or deserve any sorts of Ownership upon the land beneath of Premises No. 18, Sir Gurudas Road, Post Office & Police Station – Phool Bagan, Kolkata – 700054, Ward No. 030, within the local limits of Kolkata Municipal Corporation,, A.D.S.R. Sealdah, Dist – 24 Parganas (South). under the jurisdiction of Additional District Sub-Registrar at Sealdah.

4. That the Lessee may mutated his name as occupier in the records of the Kolkata Municipal Corporation in respect of the “B” Schedule mentioned property if law permit in future.

5. That the Lessee shall be entitled to grant Sub-lease, rent, Leave and License the said flat to any person or persons.

6. That the Lessee will be bound to comply with all requisitions and notices of the Kolkata Municipal Corporation or the Police Authority and the State Government and/or any Authorities or Authority shall at their own costs and expenses do and perform everything necessary to be done in connection with domestic according to the Rules and Regulation of the Kolkata Municipal Corporation or Police Authority or the State Government or other Authority or Authorities imposed timely.

THE LESSOR DOTH HEREBY covenant with the Lessee as follows :-

a) If during the continuance of this Lease the flat or any part thereof be acquired for requisition by the Government or local body thereof be acquired for requisition by the Government or local body or any other Public Authority, the Lessee will be entitled to get the compensation amount for the flat.

b) That the Parties to this Deed accept the terms set-forth above and agree that their representatives and assigns shall also be bound by the terms and of this Lease Deed.

c) That the Lessee shall be use the said flat for residential purpose.

IT IS HEREBY DECLARED BY THE LESSORS as follows :-

THAT the Lessee shall be entitled to Sub-Lease the said “B” Scheduled property to any person or persons without any consent of the Lessors or any other person or persons of the said building.

THAT the Lessee undivided right, title, interest, possession in the soil of the said Premises shall remain joint for all times with the other Co-Lessee of the said building.

THAT the Lessee shall have full and absolute rights in common with the other Co-Lessee of the said building in respect of proportionate shares of common rights, common facilities and common amenities belonging to the said building and belonging to the said Premises morefully described in the "C" & "D" Schedule below.

THAT the expenses for running and operating all common machineries equipment and other common installations, including all costs of maintenances, repairing, shall be borne by the Lessee proportionately with the other Co-Lessee of the said building.

AND THE LESSEE DOTH HEREBY COVENANTS WITH THE LESSOR/DEVELOPER as follows :-

a) That the Lessee shall never claim partition of the undivided share and the same shall always remain impartibly.

b) That apart from the said Unit and the properties appurtenant thereto the Lessee shall not have nor shall claim any right, title or interest of any nature whatsoever in any other part or parts of the building and the land save and subject to the right to use the common portion in common with the other Co-Lessee.

c) The Lessee shall observe fulfill and perform all the rules and regulations as may be framed for the beneficial use and enjoyment of the unit and for the common purpose by the Lessors and/or the Co-Lessee.

d) To pay proportionate share of the common expenses regularly and punctually.

e) To keep and maintain the units, periphery walls, partition walls, sewers, drains, pipes and appurtenances within the unit in a good state of repair and conditions.

g) Not to demolish the Unit or any part thereof nor at any moment make or cause to be made additions or alterations of whatsoever nature to the said Unit or any part thereof which may cause inconveniences to the Co-Lessee.

h) Not to change the outer elevation of the building or decorates the exterior of the unit otherwise that in the manner similar to which the same is at present decorated.

schedule "A" above referred to

(Description of the Entire Property)

ALL THAT piece and parcel of a Thika Tenanted Land measuring about **3 Cottahs 13 chittack** of Land be the same a little more or less alongwith Multi Storied Structure standing thereon which is lying and situated at Premises No. **18, Sir Gurudas Road**, Post Office – **Kankurgachi**, Police Station – **Phool Bagan**, Kolkata – **700054**, Ward No. **030**, within the local limits of Kolkata Municipal Corporation,, A.D.S.R. Sealdah, Dist – **24 Parganas (South)**, which are butted and bounded as follows :-

on the north : By House of Tarubabla Sahar Bari ;
on the south : By House of Nishikanta Ghosh Chowdhuri;
on the east : By Land of Namita Rani KarBhowmick ;
on the west : By Sir Gurudas Road;

schedule "B" above referred to

(Description of the Property hereby Leased-Out)

ALL THAT piece and parcel of one self-contained residential flat measuring **self-contained residential Flat** situated on the, (.....) measuring about (.....) **Sq.ft. carpet area**, i.e. utility area can be provisioned as per need of the Lessees only, bases which is morefully described in Second Schedule below hereinafter referred to as "**SAID FLAT**", at together with right use of all common facilities and amenities and also proportionate share of the Thika land but without the land beneth in respect of the said building at Premises No. Premises No. **18, Sir Gurudas Road**, Post Office – **Kankurgachi**, Police Station – **Phool Bagan**, Kolkata – **700054**, Ward No. **030**, within the local limits of Kolkata Municipal Corporation,, A.D.S.R. Sealdah, Dist – **24 Parganas (South)**, under the Limits of Kolkata Municipal Corporation, under the sub-registered office at Sealdah, in the District of South 24 Parganas.

Schedule 'C' above referred to

(PART – I)

COMMON AREAS :

- i) *The Common Passage and paths.*
- ii) *The Open Space/room for water pump with motor.*
- iii) *Drains, sewers and pipes.*
- iv) *Common lights and electrical wirings.*
- v) *Boundary Walls.*
- vi) *Staircase.*
- vii) *All other common amenities and facilities whatsoever available for the other owner/vendor, occupier/s at the said premises.*
- viii) *Ultimate Roof.*
- ix) *Sanitary Tank.*
- x) *Overhead Water Reservoir.*

(PART II)

(Common installations, common to the other co-owners)

- i) *Drains, sewers and pipes from the building into the Corporation duct.*
- ii) *Water Pump with motor and water distribution pipes (save those inside and unit).*
- iii) *Concealed copper electric wiring, fittings and other accessories for lighting, the said flat/s and/or unit/s and the staircase, lobby, landing and other common areas.*
- iv) *Water and Sewers evacuation pipes from the unit to drains and sewers common to the building, main gate to the premises and the building.*

Schedule 'D' above referred to

(Common Expenses)

- 1) Maintenance :-** All expenses for maintenance of common paths and passages.
- 2) Operational :-** All expenses for running and operating and maintenance of water lines, common pipes, drains, sewers, lights for the common areas, boundary walls and gate.
- 3) Staff :-** The salaries of all and all other expenses on the staff to enjoyed for the common purposes including their bonus and establishments and all other expenses and other columns and benefits.
- 4) Association :-** Establishments and all other expenses of the Association and miscellaneous expenses and other similar expenses incurred by the owner/Vendor or any other agency looking after the purpose until handing over the same to the Association.
- 5) Reserves :-** Creation of funds for replacement, renovation and/or other periodic expenses.
- 6) Other :-** All other expenses and/or outgoings including litigation expenses as are incurred by the Association and/or Owner/Vendor herein for the common purpose.

in witness whereof the Parties hereto have set their respective hands and seals on this Indenture on the day, month and year first above written.

<u>signed,</u>	<u>sealed</u>	<u>and</u>	<u>delivered</u>
by the	Lessors	appointed	a
Attorney as	well as	the	Constituted
Contractor and	the	Lessee	Developer/Promoter/
			at
			Kolkata

in the presence of :

1.

2.

Developer/
Attorney

Signature of the
Constituted

on behalf of the Lessors

Signature of the Lessee

Drafted by :-

(Koushik Biswas)
Advocate
Sealdah Civil Court
Kolkata - 700 014

Memo Of Consideration

received of and from the within named Lessee the within mentioned consideration price of a sum **Rs. 00** being full and final Payment..

PAYMENT SCHEDULE which shall be paid in the manner set out herein as under :-

DATE	Description	Amount (Rs.)

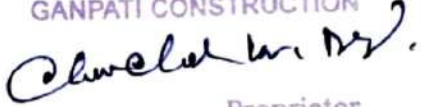
	TOTAL	Rs.

Total

(Rupees)only

signed, sealed and delivered
in the presence of :

1)

GANPATI CONSTRUCTION

Proprietor

2)

Signature of the
Developer/ Constituted
Attorney on behalf of the Lessors