

STAMP AFFIXED BY

12/11/05
CHIEF SUPERINTENDENT
KOLKATA COLLECTORATE

AND WHEREAS the said period of supersession had been extended by every three years and currently with effect from 20th February, 2001. Vide Order No.818-UD O/M/SB-A-1/95 (Pt) dated 28th February, 2001.

3

AND WHEREAS The Board since superseded being authorised by the statute framed Scheme No. LXXII for the creating new and improving the then existing means and communication, facilities for conservancy etc. in the southern portion of the city of Kolkata. Government of West Bengal accorded sanction under section 48 of the Kolkata Improvent Act. 1911 and the fact of such sanction being duly published in the Kolkata Gazette on 02-11-1959 under section 49 of the Kolkata Improvement Act. 1911. equivalent to section 6 of the Land Acquisition Act. 1894.

AND WHEREAS for the purpose of appropriate development of the land comprised in premises No. 2, Gariahat Road (South) Kolkata - 700068, the Board since superseded, took in hand development Project namely Spot Development Project at Gariahat Road for its extensive development by way of construction of a good numbers of shops, residential units, office spaces etc.

AND WHEREAS the OSD is fully sufficiently entitled to the said portions of premises 2, Gariahat Road (South) Kolkata - 700 068 and fully described in the schedule hereto and hereinafter called the said premises on which said Spot development Project is being executed by the OSD is entitled to construct the building thereon and to lease out the same.

AND WHEREAS the board since superseded constructed buildings containing several residential self contained flats on different floors and different area duly demarcated in Blocks for the purpose of Spot Development Project at 2, Gariahat Road (South), Kolkata - 700 068 and the said residential building containing several flats named and styled as Ellora Apartments is fully described in the schedule B hereunder.

AND WHEREAS pursuant to an application made by Food Corporation of India the lessee hereof for the purpose of taking on lease the flats mentioned and described in the schedule hereunder and agreeing to comply with the terms and conditions prescribed by the Board since superseded for the lease of the said flats or Apartment in the said Estate Spot Development Project known as Ellora Apartment and tendered a sum of Rs36,00,000/- (Rupees Thirty Six lacks only) or to have been paid the tendered sum of Rs 36,00,000/- in Six instalments as provided by the Board since superseded and the lessee was allotted Flat Nos. 141, 142, 143 & 144 at 14th Floor 151, 152, 153 & 154 at 15th Floor & 161, 162, 163 & 164 at 16th Floor at Ellora Apartments together with a car parking space for one car for each flat in the demarcated portion of the basement of shopping, building

Receipt
J-00549



19/3

STAMP AFFIXED BY
7/8/03
STAMP SUPPLEMENTARY
KOLKATA COLLECTORATE

THIS LEASE made this 7th day of January 2004 BETWEEN THE OFFICER-ON-SPECIAL-DUTY, KOLKATA METROPOLITAN DEVELOPMENT AUTHORITY, for carrying out the purposes of Kolkata Improvement Act, 1911 hereinafter called "the O.S.D". (which expression shall where the context so admits include the person or persons for the time being entitled to the reversion immediately expectant on the determination of the term hereby agreed to be granted) having his office at P-16, India Exchange Place Extension, Kolkata : 700073, of the ONE PART AND Food Corporation of India a statutory corporation having its registered office at 16/20 Barakhamba Lane, P.S. - Parliament, New Delhi - 110001 and zonal office at 10A, Middleton Row, Kolkata - 700 071 hereinafter called "the Lessee" (which expression shall where the context so admits include its successors in title or permitted assign) of the OTHER PART.

WHEREAS the Board of Trustees for the Improvement of Kolkata was superseded for a period of 3 years from 20th February, 1989 by the Order No.700-MD/A-21/88 dated 17th February, 1989 by the Governor, Govt. of West Bengal thereby appointing the O.S.D. in exercise of the powers conferred by sub-section (1) of Section 177A of the Kolkata Improvement Act 1911 for carrying out the purposes of the said Act.

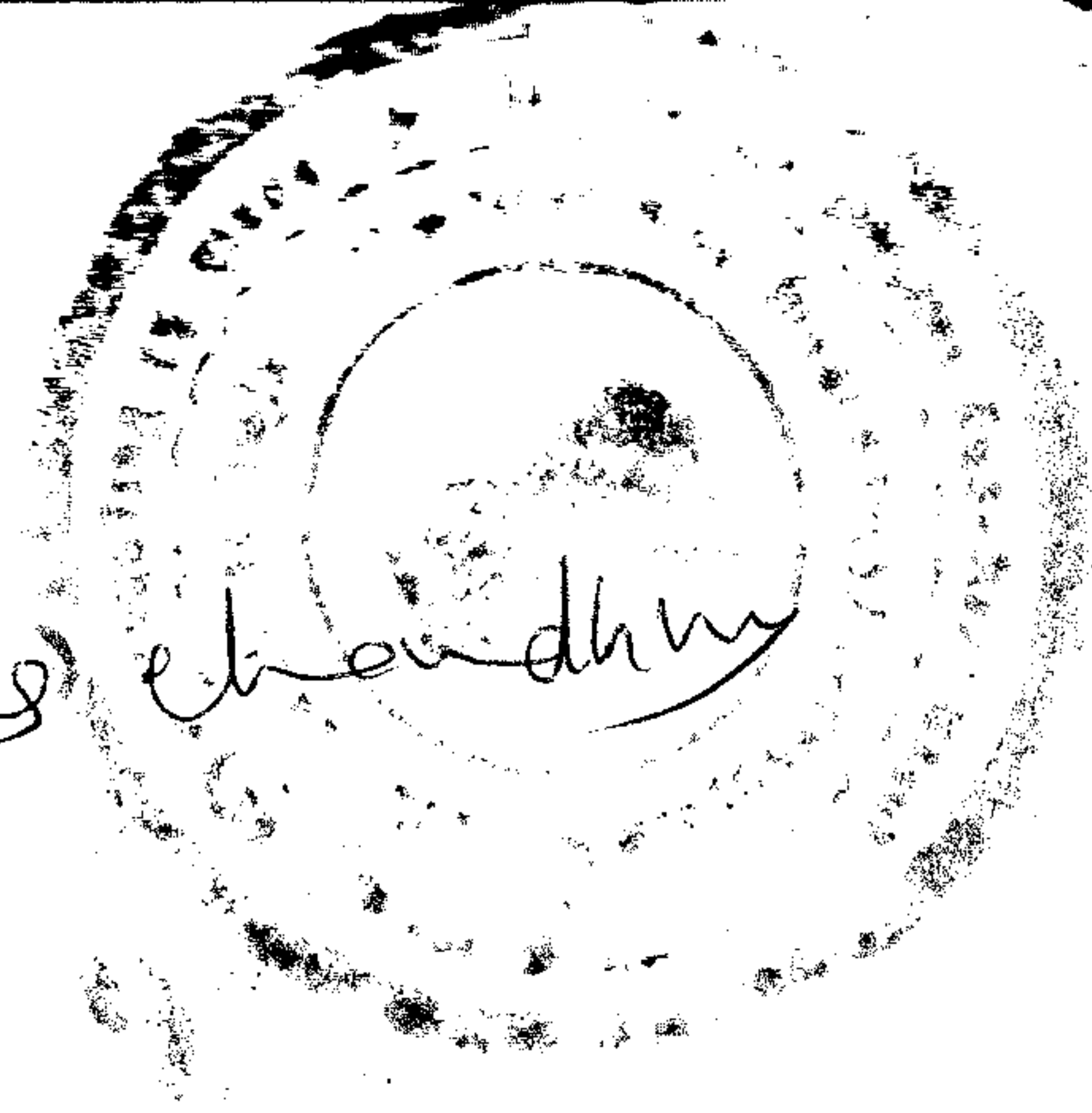
Stamp duty under the Indian Stamp Act, 1899 is assessed at Act in 1922 and section 81 (1) of this Act is approved by Act 1911 Schedule

A = 35589/-
A = 51/-
E = 71/-
H = 281/-
35630/-

35589

19/3/04

1515
March 1944



✓
Swapna Choudhury

Swapna Choudhury

Swapna Choudhury

Registrar
South 24 Parganas, Alipore
19/3/1944

Are

An Agent of The Officer on Special Duty
C.M.D.A. for Carrying Out the Purposes
of Calcutta Improvement Act, 1911

Stamp: PUBLIC INFORMATION
Disseminated with

(1) Swapna Choudhury
As agent of the
officer on special duty
C.M.D.A. for carrying
out the purpose of Calcutta
Improvement Act 1911

(2) Dr. A.K. Verma
Deputy Zonal Manager
(East) Food Corporation
of India Zonal office
(E) Kol-71

~~Signature~~
Dr. A.K. Verma
Deputy Zonal Manager (East)
Food Corporation of India
Zonal Office (E), Kolkata-71

Bhawanth Ray

S/o Late Chirendra Ch. Ray

35/2, B.T. Road

C.I.T. Building

Kol-2

Bhawanth Ray
Udhirendra Ch. Ray
35/2 B.T. Rd.
C.I.T. Building
Kol-2

Registrar
South 24 Parganas, Alipore
19/3/44

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known as "Dakshinapan" within the Spot Development Project for the term of 75 years for residential purpose.

AND WHEREAS the lessee has inspected the flats and has satisfied itself as to the construction thereof and the condition and description of all fixtures and fittings installed and or provided therein and also amenities and facilities pertaining to the said flats and the nature, scope and extended benefits or interested in the common area.

AND WHEREAS the lessee took possession of the said Flat Nos. 141-144 at fourteenth floor, 151-154 at fifteenth floor & 161-164 at sixteenth floor together with car parking space as referred to above and agreed to abide by the terms and conditions prescribed by the Board since superseded.

In consideration of the agreement aforesaid and in consideration of the premium of the Rs. 3 lacks each for the flat nos 141-144, 151-154 & 161-164 measuring 96.45 Sq.Metre for each flat of super built up area with one carparking space as aforesaid and fully described in the schedule hereto TO HOLD the same unto the lessee on and from 6th February, 1986 for the terms of 75 years with option for the further period of 75 years paying therefor a premium of Rupees Three lacks each on or before the execution of those presents (the receipt whereof the O.S.D. does thereby admit and acknowledge) and a proportionate ground rent of Rs.120/- each per annum for the said flats for the proportionate land component of which the building known as ELLORA Apartments containing the flats and /or Apartments has been constructed and the said proportionate groundrent is payable on and from the 6th day of February each and every year during this demise the first of such payment to be made on the 6th day of February, 1987.

II. THE LESSEE COVENANTS WITH THE O.S.D. AS FOLLOWS :-

1. To pay ground rent and to pay and discharge all rates and taxes and assessments and wealth tax and all other outgoing and taxes to be imposed or charged and made payable during the terms of these demise upon or in respect of the said flats or upon the owner or the occupiers thereof.
2. To use the said flats exclusively for the residential purpose.
3. To allow any officer/employee authorised by O.S.D. to enter into and upon the demised flats for the purpose of inspection and or enquiry giving 24 hours notice to see the demised flats are being used by the Lessee for the specific purposes for which it is leased out.
4. The Lease is heritable but the Lessee shall not sublet, sub-lease, assign, mortgage, transfer or otherwise alienate the flats other space in any

manner whatsoever and or will not part with possession of the said flats or any portion thereof without the previous permission of O.S.D. in writing.

Provided however the said permission may be granted to any other person /persons only after full payment of premia and after completion of five years from the date of allotment of the flats subject to agreeing with the O.S.D. to pay such further amount as may be determined by the O.S.D. from time to time as Charges for processing and servicing for granting permission for transfer/assignment save and except such transfer as are made under the provision of the Indian Succession Act.

5. Not to sub-divide the said shops or amalgamate the said flats with any adjoining flats.

6. The Lessee shall make all repairs and maintenance of the flats at its own cost keeping the demised flats in good and tenantable condition.

7. The Lessee shall arrange electricity at its own costs and initiative.

8. The Lessee shall join the Society formed by the Lessees of the flats/building known as Ellora Apartments and shall be a member of the said Society and the Lessee shall pay to the Society the subscription fees, charges and/or deposit as may be fixed or imposed from time to time by the said Society and shall abide by all the rules and regulations of the said Society.

9. Provided however the said Society and other Societies formed by the Lessees of flats, shops and occupiers of the office spaces and lessees and occupiers in respective areas will form an Apex Body with representatives of other Societies of different elements and lessees of Spot Development project and the said Apex Body shall be responsible for maintenance of the entire Complex extended to the shops occupiers, flat occupiers and occupiers of different other elements of the complex and the lessee shall abide by the rules and regulations of such Apex Body during the subsistence of the lease.

10. The O.S.D. shall not be responsible for any maintenance of the demise flats and the common area and the lessee shall not claim for any kind of maintenance or repairs whatsoever in the said complex.

11. The Lessee shall not keep any obnoxious highly inflammable explosive or any other article or any animal or any other articles which is dangerous and may disturb the normal use of the adjoining accommodation in the complex.

12. The Lessee must not use any portion of the accommodation as a place of gambling or unlawful congregation.

13. The Lessee must not undergo any damage to the constructed portion of the accommodation or to its permanent fixture at any time, normal wear and tear by use being exempted.

14. The O.S.D. reserves the right to make additional construction and/or alteration at any portion at the Spot Development Project including the Blocks containing the shops, flats and offices in the manner as may be considered necessary by the O.S.D. and the lessee will not create or cause any obstacle and/or will not make any objection and/or will not cause any inconvenience thereto.

15. In the event of lessee is granted the lease of accommodation by misrepresentation, mis-statement or fraud, the O.S.D. reserves right to terminate the lease and to enter upon or to take over possession of the demised flats without payment of any compensation whatsoever to the lessee. The O.S.D. also reserves the right to realise such amount towards damage as he may determine fit and proper.

16. The Lessee requiring air conditioning (as there is no arrangement for central air conditioning) will have to make its own arrangement for installation of the same within the permissible electric load to its specific demised accommodation on getting prior permission of O.S.D. in writing

III. The O.S.D. hereby covenants with the Lessee as follows :-

1. That the Lessee paying the said annual rents and performing and observing the several covenants on its part shall peacefully hold and enjoy the said demised flats during the said term without any interruption by the O.S.D./ or any person lawfully claiming for the O.S.D. .

2. That the O.S.D. will on the written request of the Lessee made three months before the expiration of the term hereby created and if there shall not at the time of such request be any existing breach or non-observances of any of the covenants on the part of the Lessee hereinbefore contained at the expense of the Lessee grant to them a lease of the said demised flats for further term of 75 years from the expiration of the said term at the said annual ground rent of Rs. 120/- and containing like covenants and provision as are herein contained with the exception of the present covenant for renewal.

IV. PROVIDED ALWAYS AND it is hereby agreed as follows :-

1. If the ground rents hereby reserved or any part thereof shall be unpaid for one year (after becoming payable whether formally demanded or not) or if any covenant on the Lessee's parts herein contained shall not be performed or observed then and if any of the said cases it shall be lawful

for the O.S.D. at any time thereafter to re-enter upon the said flats and thereupon this demise shall absolutely determine with forfeiture of all payments made by the Lessee but without prejudice to the right of action by the O.S.D. in respect of any breach of Lessee's covenants herein contained.

2. Any notice under this lease shall be in writing . Any notice to the Lessee shall be sufficiently served if left address to them on the said flats or sent to them by registered post or left at its last known address in Kolkata and any Notice to the O.S.D. shall be sufficiently served if delivered to the O.S.D. personally or sent to him by registered post.

THE SCHEDULE ABOVE REFERRED TO

All that the Flats Nos. 141 to 144, 151 to 154 & 161 to 164 at 14th, 15th & 16th Floor respectively measuring @ 96.45 Square metre each flat in the Ellora Apartment of the Spot Development Project at Gariahat together with car parking space for one car each flat in the demarcated portion of the basement of the shopping building known as "Dakshinapan" lying and situate within the K.I.T Spot Development Project at 2, Gariahat Road, Kolkata in K.I.T. Scheme No. LXXII formed out of original premises No. 2, Gariahat Road , Holding No. 230/233 J.L.No.18, Mouza Dakuria, Police Station Lake, Sub-Registration Office Alipore in the District of 24-Parganas (South) butted and bounded by :--

No.1 For Flat Nos 141, 142, 143 & 144 (14th Floor)

On the North by : Sky over Land of Spot Development Sch No. LXXII
On the South By : Sky over Land of Spot Development Sch No. LXXII
On the East by : Sky over Land of Spot Development Sch No. LXXII
On the West By : Sky over Land of Spot Development Sch No. LXXII

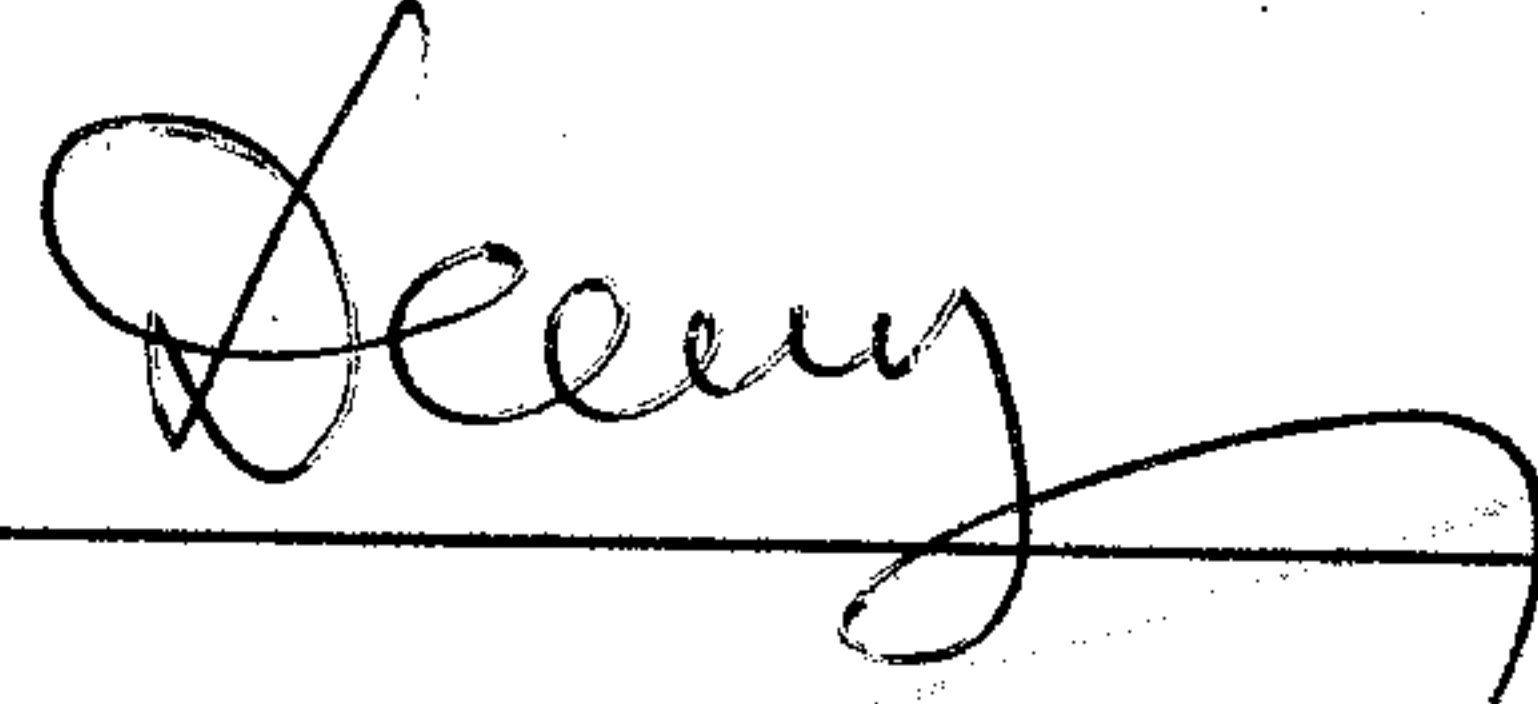
No.2 For Flat Nos 151, 152, 153 & 154 (15th Floor)

On the North by : Sky over Land of Spot Development Sch No. LXXII
On the South By : Sky over Land of Spot Development Sch No. LXXII
On the East by : Sky over Land of Spot Development Sch No. LXXII
On the West By : Sky over Land of Spot Development Sch No. LXXII

No.3 For Flat Nos 161, 162, 163 & 164 (16th Floor)

On the North by : Sky over Land of Spot Development Sch No. LXXII
On the South By : Sky over Land of Spot Development Sch No. LXXII
On the East by : Sky over Land of Spot Development Sch No. LXXII
On the West By : Sky over Land of Spot Development Sch No. LXXII

IN WITNESS whereof these presents have been signed by or on behalf of the parties hereto the day, month and year first above written.



Given under the Common Seal
of the O.S.D. and signed by O.S.D

OFFICER ON SPECIAL DUTY, K.M.D.A
for carrying out the purposes of
K.I.Act.1911.

Witness :- Kapilnarayana Banik
Kapilnarayana Banik
P.A. to O.S.D. &
Public Relations Officer
Calcutta Improvement Trust

Officer-on-Special Duty
Calcutta Improvement Trust
7-16, India Exchange Place Extn.
Calcutta-700 073

The common Seal of O.S.D. was
hereunto affixed in my presence



Secretary, K.M.D.A. for carrying out the
purposes of Kolkata Improvement Act.1911.

Secretary,
Kolkata Improvement Trust.



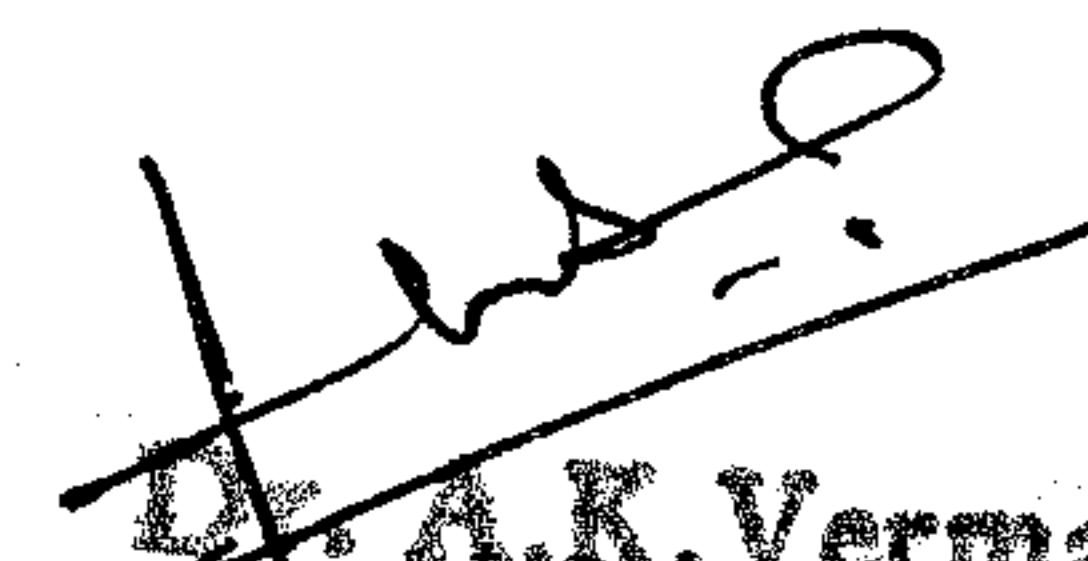
Estate Manager, Kolkata Improvement Trust.

Estate Manager,
Kolkata Improvement Trust.

Signed by the above named Lessee/ Lessees
in the presence of :-

Witnesses :-

1. Sakti Pada Maity
ASST. MANAGER (H.A)
Food Corporation of India
IDA, MIDC Leda Road, Cal-71
2. Prasanta Kumar Sharma
Sec. Cell. K.I.T.
Kolkata-700073


A.K. Verma
Deputy Zonal Manager (East)
Food Corporation of India
Zonal Office(E), Kolkata-71

CALCUTTA IMPROVEMENT TRUST.

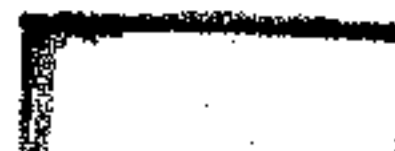
PLAN OF FLAT NO 141, 142, 143, 144.

RESIDENTIAL BLOCK AT SPOT DEVELOPMENT PROJECT
SCHEME NO. LXXII (PRE.NO. 2, GARIAHAT ROAD)

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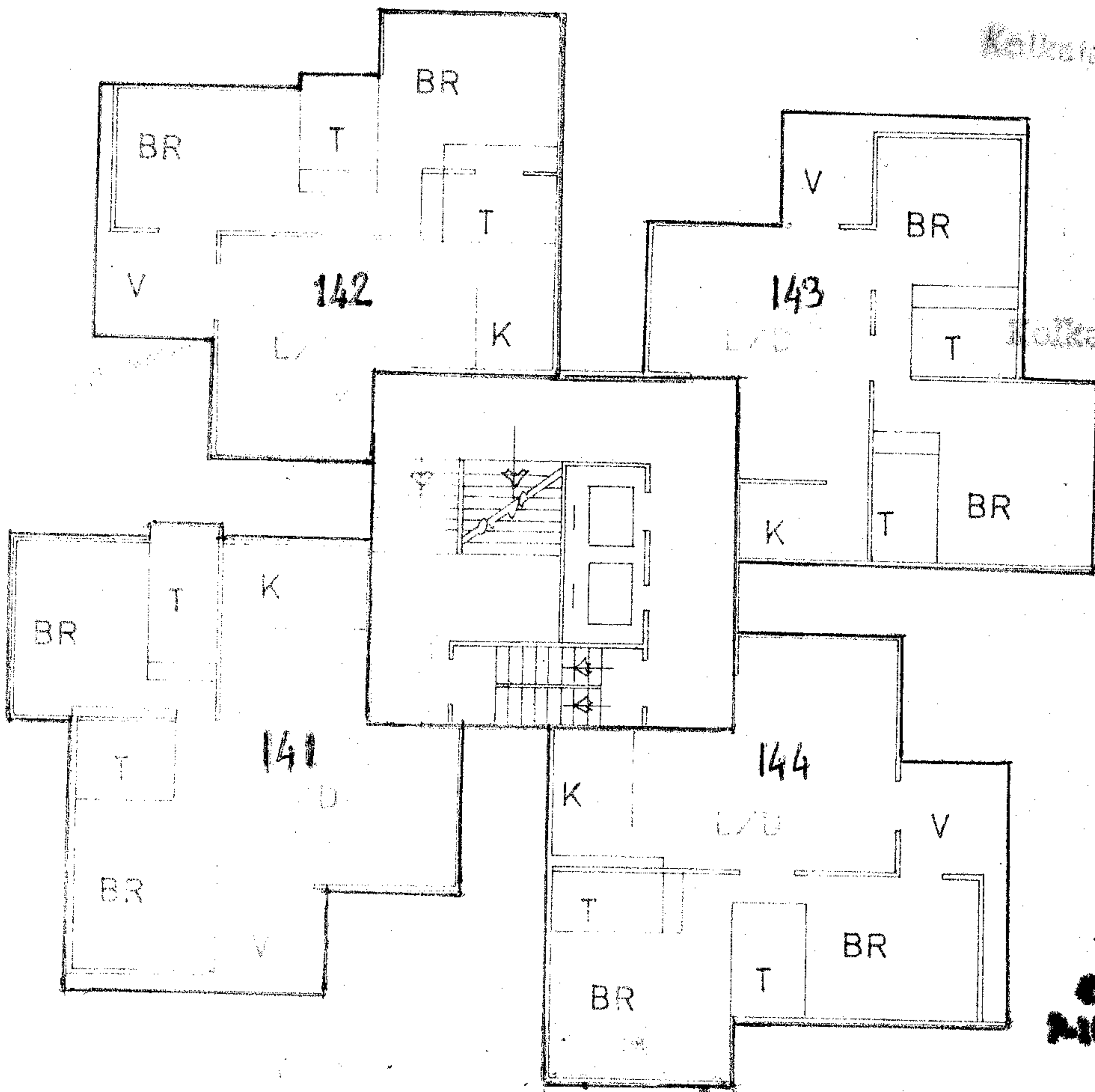
SCALE 1:200

8

REF.
BOUNDARY OF FLATS
SHOWN THUS. 

LAND OF SPOT DEVELOPMENT

LAND OF SPOT DEVELOPMENT.



Signature
Secretary,
Calcutta Improvement Trust

Signature
Joint Manager,
Calcutta Improvement Trust

Office-in-Charge
Calcutta Improvement Trust
A-18, India Exchange Place Extn.
Calcutta-700 073

Deery

LAND OF SPOT DEVELOPMENT.

LEGENDS.

BR. BED ROOM.

L/D LIVING/DINING

T TOILET.

V VERANDAH.

K KITCHEN.

FLOOR PLAN.

Kapilarama Banik

Kapilarama Banik

Signature
Dr. A. E. Khan

