

## AGREEMENT FOR TRANSFER

This Agreement for Transfer (**Agreement**) executed on this \_\_\_\_\_ (Date) day of \_\_\_\_\_ (Month), 2023

### BY AND BETWEEN

**DELTA PV PRIVATE LIMITED**, a Company within the meaning of the Companies Act, 2013 having its registered office at Acropolis, 13<sup>th</sup> Floor, 1858/1, Rajdanga Main Road, Kasba, Police Station - Kasba, Post Office - Kasba, Kolkata - 700 107 and Income Tax Permanent Account Number AABCD1954A represented by its authorized representative **Mr. Sanjoy Kumar Mohanty**, son of Late Madhusudan Mohanty, by faith - Hindu, by occupation - Service, citizen of India, working at Acropolis 13<sup>th</sup> Floor, 1858/1, Rajdanga Main Road, Police Station - Kasba, Post Office - Kasba, Kolkata - 700 107 and having Income Tax Permanent Account Number \_\_\_\_\_ and Aadhaar Number \_\_\_\_\_ and hereinafter referred to as “**the Assignor/Sub-Lessor**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and assigns) of the **First Part**

### AND

**EMAMI REALTY LIMITED**, a Company within the meaning of the Companies Act, 2013 having its registered office at Acropolis, 13<sup>th</sup> Floor, 1858/1, Rajdanga Main Road, Kasba, Police Station - Kasba, Post Office - Kasba, Kolkata - 700 107 and Income Tax Permanent Account Number AALCS5120P represented by its authorized representative **Ms. Sarika Gupta**, daughter of Late Shiw Bachan Gupta, by faith - Hindu, by occupation - Service, citizen of India, working at Acropolis 13<sup>th</sup> Floor, 1858/1, Rajdanga Main Road, Police Station - Kasba, Post Office - Kasba, Kolkata - 700 107 and having Income Tax Permanent Account Number AMZPG4884D and Aadhaar Number 7811 2936 7545 and hereinafter referred to as “**the Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and assigns) of the **Second Part**

The term “**Transferors**” shall mean jointly the Assignor/Sub-Lessor and the Promoter and where the context so permits it shall refer to only such of them as is concerned with the relevant matter/issue.

### AND

(1) \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_, by occupation \_\_\_\_\_, having Income Tax Permanent Account Number \_\_\_\_\_ and Aadhaar Card Number \_\_\_\_\_ (2) \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_, by occupation \_\_\_\_\_, having Income Tax Permanent Account Number \_\_\_\_\_ and Aadhaar Card Number \_\_\_\_\_ both by religion \_\_\_\_\_, citizen of India, residing at \_\_\_\_\_, Police Station \_\_\_\_\_, Post Office \_\_\_\_\_, Kolkata 700 \_\_\_\_, and hereinafter jointly referred to as “**the Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators, successors, legal representatives and permitted assigns) of the **Third Part**

The Transferors and the Allottee are hereinafter collectively referred to as the “Parties” and individually as a “Party”. Words defined in **Schedule F** shall have the respective meanings mentioned therein.

**WHEREAS :**

A. The Assignor/Sub-Lessor is the sub-lessee in respect of the said Land described in **Schedule H** hereto and is fully seized and possessed of and otherwise fully and sufficiently entitled to the said Land for the period upto 2<sup>nd</sup> May, 2085 together with option of renewal for two terms of 90 years each at the option of West Bengal Electronics Industry Development Corporation Limited (“**WEBEL**”). The devolution of leasehold interest in favour of the Assignor/Sub-Lessor in respect of the said Land is as mentioned in **Schedule I** hereto.

B. The Assignor/Sub-Lessor has entered into the Development Agreement dated 9<sup>th</sup> February, 2023 registered at the office of the Additional Registrar of Assurance – IV, Kolkata in Book No. I, Volume No. 1904-2023, Pages 147282 to 147326, Being No. 190402477 for the year 2023 with the Promoter for the development of the said Land. Pursuant to the Development Agreement, a Power of Attorney dated \_\_\_\_\_ has been executed by the Assignor/Sub-Lessor in favour of the Promoter which has been registered at the office of the Additional Registrar of Assurance – IV, Kolkata in Book No. I, Volume No. 1904-2023, Pages 175268 to 175294, Being No. 190403103 for the year 2023.

C. The said Land is earmarked for the purpose of building a multi-storied building and the Project has been named “**Emami Business Bay**”.

D. The Transferors are fully competent to enter into this Agreement.

E. The Nabadiganta Industrial Township Development Authority had sanctioned the Plans for development and construction on the said Land vide Building Permit No. **V/NDITA/BP-105 dated 04/03/2021.**

F. The Promoter has obtained the sanctioned Plans for the Project from the Nabadiganta Industrial Township Development Authority. The Promoter agrees and undertakes that it shall not make any changes to the Plans except in compliance with Section 14 of the Act and other laws as applicable and/or as provided herein.

G. The Project has been registered under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at Kolkata on \_\_\_\_\_ under registration no. \_\_\_\_\_.

H. The Allottee had applied for an Office Unit in the Project and has been allotted on the General Terms and Conditions agreed between the parties subject to the Principal Lease and subject to grant of the Permissions All That the said Office Unit described in **Schedule A** and the floor plan of the said Office is annexed hereto and marked as **Schedule B**.

I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

J. The Allottee has independently examined and verified or caused to be examined and verified and is fully aware of and thoroughly satisfied about the following:

- (i) The title of the Premises and the documents relating thereto;
- (ii) The terms, conditions, covenants, stipulations and restrictions contained in the Principal Lease;
- (iii) The sub-leasehold right, interest and/or entitlement of the Assignor/Sub-Lessor in respect of the Premises and the said Office Unit;
- (iv) The Plans and the necessary approvals and permissions;
- (v) The right, interest and entitlement of the Promoter as the developer in respect of the Premises; and
- (vi) The Carpet Area, Built-up Area and Super Built-up Area of the said Office.

K. The Allottee undertakes and covenants not to raise henceforth any objection or make any requisition regarding the above and also waives the right, if any, to do so. Notwithstanding anything to the contrary contained elsewhere, it is expressly acknowledged and agreed by the Allottee that prior to entering into this Agreement and prior to making any payment, the Allottee has read and understood the terms, conditions, covenants, stipulations and restrictions contained in the Principal Lease which shall be binding on him.

L. The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Project.

M. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties but subject to the Principal Lease and subject to grant of the Permissions, the Transferors hereby agree to transfer by way of sub-lease/assignment and the Allottee hereby agrees to acquire by way of sub-lease/assignment the said Office Unit described in **Schedule A** for Information Technology / Information Technology Enabled Service (IT/ITES) purposes for the period commencing from the date of the Deed of Transfer and expiring on 2<sup>nd</sup> May, 2085 together with benefit of renewal of the Principal Lease as mentioned herein.

**NOW THEREFORE**, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. **TERMS:**

- 1. Subject to the terms and conditions as detailed in this Agreement and the Principal Lease and subject to grant of the Permissions, the Transferors agree to transfer by way

of sub-lease/assignment to the Allottee and the Allottee hereby agrees to acquire by way of sub-lease/assignment the said Office Unit described in **Schedule A** for Information Technology / Information Technology Enabled Service (IT/ITES) purposes for the period commencing from the date of the Deed of Transfer and expiring on 2<sup>nd</sup> May, 2085 together with benefit of renewal of the Principal Lease as mentioned herein.

2. The Total Price/Agreed Premium for acquisition of the said Office Unit based on the carpet area thereof is **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only** (“**Total Price/Agreed Premium**”) as per details mentioned in **Schedule C**.

*Explanation:*

- (i) The Total Price/Agreed Premium above includes the Booking Amount paid by the Allottee towards acquisition of the said Office.
- (ii) The Total Price/Agreed Premium above excludes Taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, G.S.T., CGST, if any as per law, and Cess or any other similar taxes and levies which may be levied, in connection with the construction of the Project, by whatever name called) up to the date of handing over the possession of the said Office to the Allottee and/or the execution of the Deed of Transfer;
- Provided that all the applicable taxes and levies shall be payable by the Allottee to the Promoter;
- (iii) The Promoter shall periodically intimate in writing to the Allottee the amount of the installments of the Total Price/Agreed Premium payable as stated in (i) above and the Allottee shall make the payment demanded within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide on written request to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies, etc. have been imposed or become effective.
- (iv) The Total Price/Agreed Premium of the said Office includes the proportionate share in the said Land and Common Areas as mentioned in this Agreement.

3. The Total Price/Agreed Premium is escalation free, save and except increases which the Allottee hereby agrees to pay due to increase on account of any increase in area and/or the development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time and/or increases as may be otherwise agreed. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
4. The Allottee shall make the payment of the Total Price/Agreed Premium as per the payment plan set out in **Schedule ‘C’** (“**Payment Plan**”).

5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at mutually agreed terms for the period by which the respective installment may be preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
6. It is agreed that the Promoter shall not make any additions and alterations in the Plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' in respect of the said Office except as agreed upon, without the previous written consent of the Allottee and the Promoter may charge, additional amounts for such modifications as may be agreed with the Allottee:

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act it being expressly agreed and understood that the Promoter shall be entitled to carry out any additions and/or alterations in the Plans so long the same does not affect the said Office intended to be transferred by way of sub-lease/assignment in favour of the Allottee and the Allottee hereby consents to the same and waives the requirement of any further consent.

7. The Promoter shall confirm the final carpet area and the built up area that have been allotted to the Allottee after the construction of the Building is complete and the Partial or Full Completion/Occupancy Certificate is granted by the Authority, by furnishing details of the changes, if any, in the Carpet Area and the built-up area. The Total Price/Agreed Premium payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Carpet Area then the Promoter shall refund the excess money paid by Allottee within forty-five days with interest at the rate specified in Rule 17 of the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area, allotted and sub-leased/assigned to the Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule 'C'**. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.
8. Subject to the Allottee not committing any default in terms of this Agreement including under Clause 9.3 and subject to the Principal Lease and subject to grant of the Permissions, the Transferors agree and acknowledge that the Allottee shall have sub-leasehold rights in respect of the said Office Unit for the period commencing from the date of the Deed of Transfer and expiring on 2<sup>nd</sup> May, 2085 together with benefit of renewal of the Principal Lease as mentioned herein:
  - (i) The Allottee shall have exclusive sub-leasehold rights in respect of the said Office and the right to use the said Car Parking Space described in **Schedule A**. The allotment of the said Car Parking Space shall be made by the Promoter after issue of the Completion/Occupancy Certificate and such allotment shall be made by the Promoter at its discretion.

- (ii) The Allottee shall also have undivided variable proportionate sub-leasehold rights in the Common Areas. Since the rights or interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with the Transferors, other Unit Allottees, occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them and subject to making timely payment of the Maintenance Charges, property taxes and other liabilities and charges as applicable. It is clarified that the Promoter shall hand over the Common Areas to the Association after duly obtaining the Completion/Occupancy Certificate from the Authority as provided in the Act;
  - (iii) That the computation of the price of the said Office includes recovery of price of leasehold right in the land and the construction of not only the said Office but also the Common Areas and includes cost for providing all facilities to be provided within the Project as mentioned in **Schedules D and E**. The Allottee has also agreed to make timely payment of the Additional Liabilities and Deposits mentioned in **Schedule G**. The Additional Liabilities and Deposits are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on the part of the Allottee and the consequences mentioned in Clause 9.3 shall follow.
9. It is made clear by the Transferors and the Allottee agrees that the said Office Unit shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other previous project in its vicinity or otherwise. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of all the present and future Allottees of the Project.
10. It is understood by the Allottee that all other areas, that is, areas and facilities falling outside the Project and/or not specifically included in the Common Areas under this Agreement shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.
11. The Promoter agree(s) to pay all outgoings relating to the said Office Unit before transferring the physical possession of the said Office to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including proportionate leasehold land cost, ground rent, municipal or other local taxes, charges for water or electricity, Maintenance Charges, repayment of mortgage loan taken by the Promoter and interest on such mortgages or other encumbrances on the said Office Unit and such other proportionate liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the physical possession of the said Office Unit to the Allottee, then the Promoter agrees to be liable, even after the transfer of physical possession of the said Office Unit, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

12. The Allottee has paid a total sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as Booking Amount being part payment towards the Total Price/Agreed Premium of the said Office Unit at the time of application and/or thereafter, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price/premium of the said Office Unit as prescribed in the Payment Plan mentioned in **Schedule 'C'** whether demanded by the Promoter or not, within the time and in the manner specified therein;

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Transferors abiding by the construction milestones subject to Force Majeure and reasons beyond control, the Allottee shall make all payments, whether demanded by the Promoter or not, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheques/demand drafts/banker's cheques payable at Kolkata or through RTGS/online payment (as applicable) in favour of the Promoter.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Allottee, if resident outside India, shall intimate the same in writing to the Transferors and be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment for acquisition/sale/transfer/assignment/sub-lease of immovable properties in India etc. and provide the Transferors with necessary declarations, documents, permissions, approvals, etc. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law and in any event in Indian Rupees only. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Transferors accept no responsibility in regard to matters specified in Clause 3.1 above. Under no circumstances shall the Transferors be liable or responsible for any delay, default, non-compliance or violation by the Allottee. The Allottee shall keep the Transferors fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Transferors immediately and comply with necessary formalities if any under the applicable laws. The Transferors shall not be responsible towards any third party making payment remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Office Unit applied for

herein in any way and the Transferors shall issue the payment receipts in favour of the Allottee only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottee authorizes the Promoter to adjust and appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the said Office Unit, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE:**

Time is of essence for the Transferors as well as the Allottee. The Transferors shall take steps to abide by the time schedule for completing the Project and handing over the said Office Unit to the Allottee and the Common Areas to the Association after receiving the Completion/Occupancy Certificate subject to reasons beyond control and Force Majeure. Similarly, the Allottee shall make timely payments of the installments and other dues payable by him and comply with the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule "C"** ("Payment Plan").

6. **CONSTRUCTION OF THE PROJECT/OFFICE:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Office and accepted the floor plan which has been approved by the Authority, the Total Price/Agreed Premium and Payment Plan mentioned in **Schedule C** and the Additional Liabilities and Deposits mentioned in **Schedule G** and the specifications, the Common Areas, amenities and facilities mentioned in **Schedules D and E**. The Promoter shall develop the said Office in accordance with the said layout plans, floor plans and specifications. Subject to the terms of this Agreement, the Promoter undertakes to abide by such plans approved by the Authority.

7. **POSSESSION OF THE SAID OFFICE:**

- 7.1 **Schedule for possession of the said Office-** The Transferors agree and understand that timely delivery of possession of the said Office is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the said Office on the date specified in Schedule A, that is, \_\_\_\_\_ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions, then the Allottee agrees that the Transferors shall be entitled to the extension of time for delivery of possession of the said Office, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Transferors to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Transferors shall refund to the Allottee the entire amount received by the Transferors from the Allottee within 45 days from that date. After refund of the



money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims, etc. against the Transferors and that the Transferors shall be released and discharged from all their obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking Possession-** The Promoter, upon issue of the Partial or Full Completion/Occupancy Certificate by the Authority and upon grant of the Permissions, shall offer in writing (“**Notice for Possession**”) the possession of the said Office to the Allottee in terms of this Agreement to be taken by the Allottee within such time as may be mentioned in the Notice for Possession and the Promoter shall give possession of the said Office to the Allottee subject to due compliance of Clause 34(xxxvii) by the Allottee and subsequently the Deed of Transfer in favour of the Allottee shall be executed by the Transferors and the Allottee. The Allottee, after issue of notice for taking possession, agrees to pay the Maintenance Charges as determined by the Promoter/Association, property taxes and other outgoings in respect of the said Office Unit from the date of issuance of the Partial or Full Completion/Occupancy Certificate. At the request of the Allottee, the Promoter shall hand over a copy of the Partial or Full Completion/Occupancy Certificate relating to the said Office.
- 7.3 **Failure of Allottee to take possession of the said Office -** Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall take possession of the said Office from the Promoter by executing necessary indemnities, undertakings and other documentation as prescribed in this Agreement and the Promoter shall give possession of the said Office Unit to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall continue to be liable to pay Maintenance Charges, as applicable.
- 7.4 **Possession by Allottee-** After obtaining the partial/full Completion/Occupancy Certificate and handing over physical possession of the Units to all the Unit Allottees, it shall be responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the Association as per the local laws.
- 7.5 **Cancellation by Allottee-** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act;
- Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Transferors, the Transferors herein are entitled to forfeit the Booking Amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Transferors to the Allottee within 45 days of such cancellation.
- 7.6 **Compensation.-** The Sub-Lessor/Assignor shall compensate the Allottee in case of any loss caused to him due to defective leasehold right or interest in respect of the said Land that is known to the Sub-Lessor/Assignor but has not been disclosed to the Allottee or which the Allottee could not have found out inspite of due diligence and care, in the manner as provided under the Act subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments

of all amounts under this Agreement and/or otherwise required under law, and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. It is further made clear that under no circumstances shall the Sub-Lessor/Assignor be liable for any defective leasehold right or interest not attributable to the Sub-Lessor/Assignor and/or for any defect that existed prior to grant of sub-lease in respect of the said Land in favour of the Sub-Lessor/Assignor. The Promoter shall not have any liability regarding the title or the leasehold right or interest since the same is the responsibility, obligation and liability solely of the Sub-Lessor/Assignor.

Except for occurrence of a Force Majeure event or reasons beyond control, if the Transferors fail to complete or are unable to give possession of the said Office (i) in accordance with the terms of this Agreement by the date specified in Schedule A; or (ii) due to discontinuance of the Promoter's business on account of suspension or revocation of the registration under the Act, or for any other reason attributable to the Transferors, the Transferors shall be liable on written demand to the Allottee, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by them towards the Total Price/Agreed Premium of the said Office, with interest at the rate specified in Rule 17 of the Rules which shall be deemed to include compensation provided under the Act within forty-five days of it becoming due or within such further time as may be agreed between the parties subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law. If the Allottee does not withdraw from the Project within forty-five days of the date specified in Schedule A, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and the option of withdrawal shall not be applicable after such forty-five days and/or shall cease to be valid or have effect;

Provided that where the Allottee does not withdraw from the Project, the Allottee may claim from the Transferors interest at the rate specified in Rule 17 of the Rules for every month of delay, till the handing over of the possession of the said Office which shall be paid by the Transferors to the Allottee within forty five days or any extended period of time of it becoming due. Any interest or compensation payable to the Allottee may be adjusted against the interest receivable by the Transferors from the Allottee for delayed payment in terms of this Agreement.

## 8. **REPRESENTATIONS AND WARRANTIES OF THE TRANSFERORS:**

The Transferors hereby represent and warrant to the Allottee as follows:

(i) The Sub-Lessor/Assignor has marketable sub-leasehold interest with respect to the said Land subject to the Principal Lease. The devolution of leasehold interest in favour of the Sub-Lessor/Assignor in respect of the said Land is as mentioned in **Schedule – I** hereto. The Sub-Lessor/Assignor has actual, physical and legal possession of the said Land for the Project and the same has been made available to the Promoter for the purpose of development and construction pursuant to the Development Agreement;

- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project created by the Transferors save and except mortgage of the said Land for obtaining loan for the Project as mentioned in **Clause 19**;
- (iv) As per the knowledge of the Transferors, there are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the said Office;
- (v) All approvals, licenses and permits issued by the Authority with respect to the Project, said Land and the said Office are valid and subsisting and have been obtained. Further, the Transferors have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the said Land, the Building and the said Office and Common Areas;
- (vi) The Transferors have the right to enter into this Agreement and have not committed or omitted to perform any act or thing whereby the right of the Allottee created herein, may prejudicially be affected;
- (vii) The Transferors have not entered into any agreement for transfer or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Office which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Transferors confirm that the Transferors are not restricted in any manner whatsoever from transferring the said Office to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Deed of Transfer, the Transferors shall hand over lawful, vacant, peaceful, physical possession of the said Office to the Allottee and the Common Areas to the Association;
- (x) The said Office is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Office;
- (xi) The Transferors have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Premises to the Authority till the Partial or Full Completion/Occupancy Certificate is issued;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Office) has been received by or served upon the Transferors in respect of the said Land and/or the Project to the best of their knowledge and belief;

(xiii) The said Land is not Waqf property.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clauses and reasons beyond control, the Transferors shall be considered under a condition of Default, in the following events subject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:

- (i) Transferors fail to offer to provide ready to move in possession of the said Office to the Allottee within the time period specified in Schedule 'A'. For the purpose of this para 'ready to move in possession' shall mean that the said Office shall be in a habitable condition.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by the Transferors under the conditions listed above, Allottee is entitled to the following subject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:

- (i) Stop making further payments to Transferors as demanded by the Transferors. If the Allottee stops making payments the Transferors shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Transferors shall be liable to refund the entire money paid by the Allottee towards the Total Price/Agreed Premium for transfer of the said Office, along with interest at the rate specified in Rule 17 of the Rules within forty-five days of receiving the termination notice or within such further time as may be agreed between the parties. The fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage etc. shall not be refundable. If, however the Allottee does not withdraw from the Project within forty-five days of the date specified in Schedule A, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and the option of withdrawal shall not be applicable and/or shall cease to be valid or have effect;

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Transferors, interest at the rate specified in Rule 17 of the Rules, for every month of delay till the handing over of the possession of the said Office.

- 9.3 The Allottee shall be considered under a condition of Default, on the occurrence of inter alia the following events:
- (i) In case the Allottee fails to make payments of the demands made by the Transferors as per the Payment Plan under **Schedule C** hereto and/or timely payment of the Additional Liabilities and Deposits under **Schedule 'G'** hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Transferors on the unpaid amount at the rate specified in Rule 17 of the Rules for the period of delay;
  - (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Transferors in this regard, the Transferors may cancel the allotment/Agreement of the said Office in favour of the Allottee and refund the money paid to the Transferors by the Allottee towards the Total Price/Agreed Premium by deducting the Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated and the Transferors shall be free to deal with, dispose of and/or transfer the said Office Unit to anyone else without any reference to the Allottee whose rights and/or entitlements shall come to an end forthwith upon termination. The fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage, etc. shall not be refundable.

#### 10. **TRANSFER OF THE SAID OFFICE:**

The Transferors, on receipt of Total Price/Agreed Premium of the said Office as per Clause 1.2 and the Additional Liabilities and Deposits mentioned in **Schedule G** and all other amounts or dues payable by the Allottee hereunder or in law in respect of the said Office Unit including Maintenance Charges, electricity charges, property and other taxes and levies and other outgoings from the Allottee and due compliance by the Allottee of all his obligations under this Agreement or otherwise under law and on grant of Permissions by the Government/ WEBEL, shall execute a Deed of Transfer in respect of the said Office, the said Car Parking Space together with proportionate indivisible variable undivided impartible share in the Common Areas including the said Undivided Share within 3 months from the date of issuance of the Completion/Occupancy Certificate, to the Allottee subject to the Principal Lease:

However, in case the Allottee fails to pay any amount including depositing the stamp duty and/or registration charges and/or incidental expenses and/or legal expenses within the period mentioned in the notice, the Allottee authorizes the Transferors to withhold registration of the Deed of Transfer in his/her favour till full and final settlement of all dues and payment of stamp duty and registration charges and incidental expenses to the Transferors is made by the Allottee for which the Allottee shall remain solely responsible. The Allottee shall be solely responsible and liable for

compliance of the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies / penalties imposed by the competent authorities.

**11. MAINTENANCE OF THE BUILDING/ OFFICE/ PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project till the offer to the Association to take over the maintenance of the Project upon the issuance of the Completion/Occupancy Certificate of the Project. The cost of such maintenance has not been included in the Total Price/Agreed Premium of the said Office and the same shall be paid by the Allottee as agreed with the Promoter upon demand.

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect in construction which is certified by a licensed Architect and/or engineer (excluding any purchased materials and/or items) is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of issue of the Partial or Full Completion/Occupancy Certificate, the Promoter shall take steps to rectify such defects without further charge, within 30 (thirty) days or such further time as may be necessary as per the Architect/Structural Engineer, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided However that the Promoter shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the Building, Common Areas and/or any of the Units by the Unit Allottees including the Allottee herein and/or if there is any deviation found from the sanctioned Building Plan. It is further made clear that the structural defect, if any, must be certified by a licensed Architect and/or engineer that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the Unit Allottees and/or occupants of the Building.

**13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:**

The Allottee has agreed to acquire by way of sub-lease/assignment the said Office Unit on the specific understanding that his right to the use of Common Areas shall be subject to timely payment of total Maintenance Charges, as determined and thereafter billed by the Maintenance Agency or the Association of Allottees or the maintenance agency appointed by it and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the Maintenance Agency or the Association of Allottees from time to time.

**14. RIGHT TO ENTER THE OFFICE FOR REPAIRS :**

The Promoter/Maintenance Agency/Association shall have rights of unrestricted access to all Common Areas mentioned in **Schedules D and E** as also the garages/covered parking and Car Parking spaces for providing necessary maintenance and repair services and the Allottee agrees to permit the Association and/or

Maintenance Agency to enter into the said Office or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to cause necessary repairs and maintenance and set right any defect.

**15. USAGE :**

Use of the Common Areas: The Common Areas as located within the Project, shall be ear-marked for purposes such as facilities and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, fire-fighting pumps and equipments, etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the Association formed for rendering maintenance services.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE SAID OFFICE:**

- 16.1 Subject to Clause 12 above, the Allottee shall after taking possession, be solely responsible to maintain the said Office at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Office or the Common Areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Office and shall keep the said Office, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, Building therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said Office or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the said Office.
- 16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or Maintenance Agency. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16.4 The Allottee agrees, covenants and undertakes to observe and comply with the covenants and/or house rules mentioned in **Schedule J** and shall be liable and responsible for all losses and damages arising in case of default, violation and/or breach of any of them.

**17. COMPLIANCE OF LAWS, NOTIFICATIONS, ETC. BY PARTIES:**

The Allottee is entering into this Agreement for allotment of the said Office with the full knowledge of all laws, rules and regulations, notifications, etc. applicable to the

Project. The Allottee hereby undertakes that he shall comply with and carry out from time to time after he has taken over possession of the said Office, all the requirements, requisitions, demands and repairs which are required by any competent authority at his own costs.

18. **ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and this Agreement including the clauses herein.

19. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE AFFECTING THE FINAL RIGHT OF THE ALLOTTEE:**

The Promoter shall be entitled to mortgage the land for the purpose of implementation of the Project and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the said Office. However, the Allottee hereby irrevocably consents that the Promoter shall be entitled to take loans and/or financial assistance for the purpose of implementation and execution of the Project upon mortgaging the land. For obtaining such loans and/or financial assistance from Banks/Financial Institutions/Housing Finance Companies or corporate bodies, the Promoter shall be entitled to create charge and/or mortgage in respect of the Premises in favour of the Banks/Financial Institutions/Housing Finance Companies or corporate bodies granting such loans. However, on or before the execution of the Deed of Transfer in respect of the said Office Unit, a release/no objection/ clearance shall be obtained by the Promoter. Similarly, the Allottee shall be entitled to take housing loans for the purpose of acquiring the said Office Unit in the Project by way of sub-lease/assignment from banks, institutions and entities granting such loans provided that such loans are in accordance with and subject to this Agreement.

20. **APARTMENT OWNERSHIP ACT:**

The Transferors have assured the Allottee that the Project in its entirety is planned in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

21. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Transferors does not create a binding obligation on the part of the Transferors or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned registration authority as and when intimated by the Transferors. If the Allottee fails to execute and deliver to the Transferors this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or to pay the applicable stamp duty and registration fees and to appear before the concerned registration authority for its registration as and when intimated by the Transferors, then the



Transferors shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, shall be treated as cancellation of this Agreement by the Allottee without any default of the Transferors and in such case the provision of Clause 7.5 regarding termination, forfeiture and refund shall be applicable. It is made clear that the Allottee shall not be entitled to any interest or compensation whatsoever.

**22. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all previous assurances, representations, brochures, advertisements including through digital/electronic media, correspondence, negotiations, understandings, any other agreements, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties save and except the General Terms and Conditions in regard to the said Office and the Principal Lease.

**23. RIGHT TO AMEND:**

The Agreement may only be amended through written consent of the Parties. Any document containing any additions, modifications, amendments, consents or variations accepted by the parties shall be valid and binding irrespective of whether the same is registered or not. The parties understand the present registration procedure in West Bengal does not contain provision for registration of any amendment etc. of a document and as such registration of any document containing any amendment etc. is not likely to be possible.

**24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Office and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the said Office, in case of a transfer that is validly made with the prior written consent of the Transferors, as the said obligations go along with the said Office for all intents and purposes.

**25. WAIVER NOT A LIMITATION TO ENFORCE:**

- 25.1 The Transferors may, at their sole option and discretion, without prejudice to their rights as set out in this Agreement, waive the breach by the Allottee in not making timely payments as per the Payment Plan (Schedule 'C') including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Transferors in the case of one Allottee shall not be construed to be a precedent and/or binding on the Transferors to exercise such discretion in the case of other Allottees. However, such waiver, if any, shall be deemed to be a temporary waiver only and in case of the Transferors being liable to pay any interest or compensation to the Allottee for any reason whatsoever under this Agreement and/or the Act and/or Rules thereunder, then the waiver shall stand revoked and the interest amount as per the Act and/or Rules payable by the Allottee

shall be adjusted against the amount, if any, payable by the Transferors. The Allottee may also, at its sole option and discretion, without prejudice to his rights as set out in this Agreement, waive any breach or delay by the Transferors including waiving the delay in completion and/or handover of possession in terms of this Agreement and/or under the provisions of the Act and/or Rules thereunder.

- 25.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in the Project, the same shall be the proportion which the carpet area of the said Office bears to the total carpet area of all the Units in the Project.

28. **FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such deeds, documents and instruments and take such other actions and steps, in additions to the instruments and actions specifically provided for herein as may be reasonably required in order to effectuate the provisions of the Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by or on behalf of the Transferors through their respective authorized signatory/constituted attorney at the Promoter's Office, or at some other place, which may be mutually agreed between the Transferors and the Allottee in Kolkata after the Agreement is duly executed by the Allottee. After execution this Agreement shall be registered at the office of the Registrar, District Sub-Registrar, Additional District Sub-Registrar and/or any other authority having jurisdiction to register this Agreement. Hence this Agreement shall be deemed to have been executed at Kolkata within the jurisdiction of the Hon'ble High Court at Calcutta.

30. **NOTICES:**

All notices to be served on the Allottee and the Transferors as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Transferors by Registered Post at their respective addresses specified below:

**Name and Address of Allottee:**

(1) \_\_\_\_\_ (2) \_\_\_\_\_ both of \_\_\_\_\_

**Name and Address of Sub-Lessor/Assignor:**

Delta PV Private Limited of Acropolis, 13<sup>th</sup> Floor, 1858/1, Rajdanga Main Road, Kasba, Kolkata - 700 107

**Name and Address of Promoter:**

Emami Realty Limited of Acropolis, 13<sup>th</sup> Floor, 1858/1, Rajdanga Main Road, Kasba, Kolkata - 700 107

It shall be the duty of the Allottee and each of the Transferors to inform the other parties of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by each of the Transferors or the Allottee as the case may be.

31. **JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent by either of the Transferors to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottees.

The General Terms and Conditions (GTC) on the basis of which the transaction has been entered into shall continue to be valid and subsisting and shall be deemed to be a part of this Agreement. Waiver or limitation of any right or interest and/or any consent given by any party in this Agreement and/or any part hereof and/or in any document hereafter, shall be valid and binding and the same shall also be deemed to be voluntarily given, repeated and/or reiterated by such party subsequent to the signing of this Agreement.

32. **GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms

thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled amicably by mutual discussion, failing which the same shall be referred to Arbitration under the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall consist of a sole Arbitrator to be appointed in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the sole Arbitrator shall not be bound to follow the rules of evidence and shall have summary powers and may make interim orders and Awards, whether interim or final. The Award/Awards made by the Arbitrator shall be final and the parties agree to be bound by the same.

The Additional Terms mentioned below have been mutually agreed upon as per the contractual understanding between the Parties. Such Additional Terms are not intended to be in derogation of or inconsistent with the mandatory terms and conditions of the Act and the Rules and Regulations made thereunder.

#### 34. **ADDITIONAL TERMS**

Notwithstanding anything to the contrary contained hereinbefore, the parties have mutually agreed to the following terms which shall be valid and binding on them in addition to and/or in modification/supersession of those contained hereinbefore:

(i) Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has consented to and/or hereby irrevocably consents that the Promoter may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Building, the Common Areas, the ground floor layout and/or the said Office as may be deemed necessary and/or as may be advised by the Architects and/or as may be required by any authority including the Authority (defined below) and the same is and shall be deemed to be the previous written consent under the Act. Prior to the booking of the said Office Unit the Allottee had been informed and made aware that the ground floor layout including the Common Areas and its location may undergo changes and/or modifications and the Allottee has consented to and/or hereby consents to the same and this is and shall be deemed to be the previous written consent of the Allottee in terms of the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price/Agreed Premium and that the total number of Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.

(ii) The decision of the Architects regarding the quality and specifications of the materials and the workmanship regarding construction and completion shall be final and binding on the parties.

(iii) With effect from the Date of Possession and/or the date of expiry of the period specified in the Notice mentioned in Clause 7.2, whichever is earlier, the Allottee shall be deemed to have fully satisfied himself in all respects including the Plans, the construction and the quality, specifications and workmanship thereof, the carpet area and built-up area and super built-up area, the quality of materials used, the structural stability and completion of the Building, the Common Areas, the said Office, etc. and

shall not thereafter be entitled to raise any objection or make any claim regarding the same.

(iv) From the Date of Possession, the Allottee shall be liable to pay the monthly charges for use of electricity to the said Office Unit as per sub-meter/independent meter installed for the same within seven days of issue of bill.

(v) After the Date of Possession or within 30 days from the date of execution of the Deed of Transfer, whichever is earlier, the Allottee shall apply for mutation to the Authorities and shall take all necessary steps and complete, at the Allottee's own costs, the mutation of the said Office Unit in the Allottee's name within 6 months thereafter as the sub-lessee/assignee thereof.

(vi) In case of there being a failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law, then the Transferors shall be entitled to issue a Notice to the Allottee calling upon the Allottee to rectify, remedy, make good or set right the same within one month from the date of issue of such Notice. If the Allottee does not comply with the said Notice to the satisfaction of the Transferors within the above time, then the Allottee shall be liable to pay to the Transferors compensation and/or damages that may be quantified by the Transferors and in default of such payment within 30 days, the Transferors may terminate the allotment /Agreement of the said Office in favour of the Allottee. In case of termination the provisions under sub-clause 9.3 (ii) shall be applicable regarding the amount that shall be refundable and the time for the same.

(vii) If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Building or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sub-lease/assignment or disposal of any Unit or portion of the Building, then in that event the Allottee shall also be liable to pay to the Transferors compensation and/or damages that may be quantified by the Transferors.

(viii) Besides the aforesaid rights, the Transferors shall also be entitled to enforce any other right to which the Transferors may be entitled to in law by reason of any default or breach on the part of the Allottee.

(ix) Neither any of the (i) open and covered spaces in the Building and the said Land that are not included in the Common Areas mentioned in **Schedule E**, (ii) Roof of the Building at the Premises excluding the Common Roof Area, (iii) other Offices, Office Units, Retail Spaces, Retail Units, Open Terraces and Car Parking Spaces in the Building (except the right to park medium sized car(s) in the said Car Parking Space) and/or the Premises and (iv) right of further construction on any part of the open land/space comprised in the said Land or raising of any additional floor/storey/construction on the roof of the Building including the Common Roof Area are intended to be transferred, nor the same shall be transferred in favour of the Allottee in as much as the same shall belong exclusively to the Transferors and the Allottee shall have no right, title, interest, claim or entitlement whatsoever in respect

thereof and the Transferors shall be entitled to use, utilise, transfer, assign, sub-lease, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by the Transferors in their absolute discretion, without any reference to the Allottee who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Allottee may be entitled to, both in law or any equity, in favour of the Transferors.

(x) The right of the Allottee regarding the Undivided Share shall be variable depending on Additional/Further Constructions, if any, made by the Promoter from time to time and the Allottee hereby irrevocably consents to the same. Any such variation shall not affect the Total Price / Agreed Premium and no claim can be raised regarding the same by the Allottee and the Allottee shall not be entitled to and covenants not to demand any refund out of the Total Price / Agreed Premium paid by the Allottee on the ground of or by reason of any variation of the Undivided Share.

(xi) The Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roof (including Common Roof Area) of the Building and/or other areas in the Building and/or the Premises by putting up hoardings, display signs, neon signs, lighted displays, etc. and all costs regarding the same shall form part of Common Expenses and no one including the Unit Allottees and the Association shall be entitled to object or to hinder the same in any manner whatsoever.

(xii) Save and except the right of obtaining housing loan in terms of Clause 18 above, the Allottee shall not have any right or lien in respect of the said Office Unit till physical possession is made over to him after payment of all amounts by the Allottee.

(xiii) The Deed of Transfer and all other papers and documents in respect of the said Office Unit and the Premises shall be prepared and finalised by the Project Advocates and the Allottee has agreed and undertaken to accept and execute the same within 15 days of being required by the Transferors after complying with all obligations that are necessary for the same. In default, the Allottee shall be responsible and liable for all losses and damages that the Transferors may suffer.

(xiv) The Promoter shall take steps for formation of the Association. Any association, company, syndicate, committee, body or society formed by any of the Unit Allottees without the participation of the Transferors shall not be entitled to be recognised by the Transferors and shall not have any right to represent the Unit Allottees or to raise any issue relating to the Building or the Premises. The maintenance of the Premises shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such formation the Association shall be responsible for the maintenance of the Building and the Premises and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the Premises to the Association, the Promoter shall transfer and make over the Deposits, if any, that may have been made by the Unit Allottees, to the Association after adjusting its dues, if any.

(xv) All the Unit Allottees as also the Allottee herein shall become members of the Association without raising any objection whatsoever and abide by all the rules,

regulations, restrictions and bye-laws as be framed and/or made applicable by the Promoter.

(xvi) All papers and documents relating to the formation of the Association shall be prepared and finalised by the Promoter and the Allottee hereby consents to accept and sign the same.

(xvii) The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers, etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Allottee hereby consents to the same and shall not be entitled to raise any objection thereto.

(xviii) The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein and/or in the several Deeds of Transfer and/or in the Principal Lease which provisions and covenants shall, in any event, have an overriding effect and any contrary rules, regulations and/or amendments of the Association shall be void ab initio.

(xix) All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Unit Allottees of the Building including the Allottee herein.

(xx) The rights of the Promoter, the Maintenance Agency and the Association relating to certain matters are more fully specified in **Schedule L** and the Allottee has irrevocably agreed to be bound by the same.

(xxi) The Allottee shall from the Date of Possession, use and enjoy the said Office Unit in the manner not inconsistent with the Allottee's rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit Allottees and/or the Transferors.

(xxii) The obligations and covenants of the Allottee in respect of the user, maintenance and enjoyment of the said Office Unit, the Common Areas, the Building and the Premises including payment of Maintenance Charges, electricity charges, property and other taxes and other outgoings are more fully specified in **Clause 16** and **Schedule J** and the same shall be binding on the Allottee. It is expressly made clear that after issue of the Notice for Possession all costs, expenses and outgoings in respect of the said Office Unit including for Maintenance Charges, electricity charges, property taxes and other outgoings, charges, rates, taxes, levies, cess, deposits including security deposits or assessments pertaining to the said Office Unit, shall become payable by the Allottee from the date of issuance of the Partial or Full Completion/Occupancy Certificate notwithstanding anything to the contrary contained in Clause 16 or elsewhere in this Agreement. Such liability shall continue till the same is paid by the Allottee or the Agreement/ Allotment is cancelled/terminated.

(xxiii) The Maintenance Charges and proportionate Common Expenses shall be paid by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is

able to use any or all of the Common Areas and any non-user or non-requirement in respect of any Common Areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Allottee in respect of the said proportionate Common Expenses and/or Maintenance Charges.

(xxiv) The certified copies of deeds relating exclusively to the Premises that are available with the Transferors along with related documents and certified copy of Plans of the Building shall be handed over by the Transferors to the Association within 3 (three) months of handing over of maintenance of the Building to the Association.

(xxv) From the date of offering the handing over of maintenance to the Association, the Transferors shall not have any responsibility whatsoever regarding the Building and the Premises and/or any maintenance, security, safety or operations including relating to firefighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, meters and connection, etc. and/or for any statutory compliances, permissions and licenses regarding the Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Unit Allottees including the Allottee and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Unit Allottees including the Allottee and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license etc. and the Transferors shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of offering the handing over of maintenance, the Transferors and/or their directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.

(xxvi) The Allottee has irrevocably consented and/or hereby irrevocably consents that the Promoter shall be entitled to make in future Additional/Further Constructions by way of additional/further construction in the Premises including by raising of any additional floor/storey/construction over the roof of the Building (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Building and/or the Common Areas and such future Additional/Further Constructions/ exploitation shall belong exclusively to the Transferors who shall be entitled to assign, transfer, sub-lease and/or otherwise deal with and dispose of the same in any manner whatsoever and appropriate all considerations and other amounts receivable in respect thereof. For the aforesaid purpose the Promoter is entitled to shift any part of the Common Areas (including common areas and installations, lift machine rooms and water tanks and the Common Roof Area) to the ultimate roof and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions. The Promoter shall, if required, be entitled to obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Transferors have an irrevocable sole right



in respect of the same and the Allottee has irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price/Agreed Premium and that the total number of Common Areas mentioned in **Schedule 'E'** shall not be reduced to the detriment of the Allottee.

(xxvii) Until a Deed of Transfer is executed in favour of the Allottee, the Allottee shall not be entitled to mortgage or encumber or grant sub-lease or assign or alienate or dispose of or deal in any manner whatsoever with the said Office Unit or any portion thereof and/or any right therein and/or under this Agreement (“**Alienation**”) except for the purpose of housing loan in terms of Clause 19 unless all the following conditions are complied with:-

- a) A minimum period of 12 (twelve) months has passed from the date of this Agreement.
- b) There is no default whatsoever by the Allottee in compliance with and/or performance of any of the Allottee’s covenants, undertakings and obligations under this Agreement or otherwise.
- c) The Allottee has made full payment of the Total Price / Agreed Premium, the Additional Liabilities and Deposits mentioned in **Schedule G** due or payable till the time of such Alienation including interest and penalties, if any.
- d) The Allottee or the assignee, nominee, etc. has made payment to the Transferors a sum calculated at the rate of Rs. 75,000/- on account of nomination charges of the said Office Unit or such further sum as may be decided by the Transferors as transfer charges (hereinafter referred to as “the Transfer Charges”). The Allottee shall also pay the applicable Goods and Services Tax thereon, if any. However, no Transfer Fee shall be payable in case of (a) first nomination made after the minimum period of 12 (twelve) months and (b) transfer to the mother or father or spouse or child of the Allottee. It is further clarified that inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such joint Allottee is a mother or father or spouse or child of the original Allottee. Similarly, in case of the Allottee being a company, inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such new joint Allottee is a group company in which the Allottee owns at least 51 per cent of the entire equity share capital as also complete management control.
- e) The Allottee shall deposit with the Transferors No Objection Certificate from the Bank and/or a letter of release of charge/ mortgage/ security regarding the said Office Unit including the documents pertaining to the said Office Unit.
- f) Prior consent in writing is obtained from the Transferors regarding the proposed Alienation.
- g) Any additional income tax liability that may become payable by the Transferors due to nomination by the Allottee because of higher market valuation as per the Registration Authorities on the date of nomination, shall

be compensated by the Allottee paying to the Transferors agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time. Such amount shall be payable by the Allottee on or before the nomination.

(xxviii) After the execution and registration of the Deed of Transfer, the Allottee may assign and/or grant sub-lease of the said Office Unit subject to the following conditions:

- a) The said Office Unit shall be one lot and shall not be partitioned or dismembered in parts. In case of assignment/sub-lease in favour of more than one assignee/sub-lessee, the same shall be done in their favour jointly and in undivided shares.
- b) The assignment/sub-lease of the said Office Unit by the Allottee shall not be in any manner inconsistent with this Agreement and/or the Deed of Transfer and/or the Principal Lease and the covenants contained herein and/or in the Deed of Transfer and/or in the Principal Lease shall run with the land and/or transfer. The person(s) to whom the Allottee may assign/sub-lease the said Office Unit shall be bound by the same terms, conditions, agreements, covenants, stipulations, undertakings and obligations as are applicable to the Allottee by law and/or by virtue of this Agreement and/or the Deed of Transfer and/or the Principal Lease.
- c) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, property and other taxes etc. relating to the said Office Unit payable to the Maintenance Agency, the Authority and other concerned persons/entities are paid by the Allottee in full prior to the proposed assignment/sub-lease. Such dues, if any, shall in any event, run with such proposed assignment/sub-lease.

(xxix) The Allottee shall fully observe and comply with the Principal Lease including all terms, conditions, covenants, stipulations and restrictions contained therein and shall not commit any breach, default and/or violation thereof and shall make payment of any amount that may be payable thereunder proportionately and shall keep the Transferors fully indemnified in this regard.

(xxx) The Allottee shall ensure that the Principal Lease including any renewal thereof remains valid and subsisting for the entire period and/or duration and shall keep the Transferors fully indemnified in this regard.

(xxxi) Upon the expiration of the term of the lease or sooner determination thereof, the Allottee shall quit, vacate and deliver unto the Transferors physical, vacant possession of the said Office Unit in good tenantable condition without payment of any compensation or value thereof.

(xxxii) The Unit Allottees shall be entitled to the benefit of renewal of the Principal Lease subject to the Unit Allottees paying the proportionate amount of lease rent and other amounts payable for such renewal as also the costs, charges and expenses for such renewal of the Principal Lease (including stamp duty, registration fees,

incidental expenses, etc.). If there be any liability, assessment, imposition or enhancement of any tax, duty, levy, surcharge or fee (including income tax and/or GST) due to renewal of the Principal Lease then the same shall be borne and paid proportionately by the Unit Allottees without raising any objection thereto and within 7 (seven) days of demand being made by the concerned authority. The Transferors shall not be liable for the same or any portion thereof under any circumstances whatsoever and the Unit Allottees shall keep the Transferors fully indemnified in this regard.

(xxxiii) The Transferors shall be entitled to transfer the Office Units on such terms and conditions as the Transferors may deem fit and proper. Without restricting or limiting the generality of the above it is clarified that the Transferors shall be entitled inter alia to:

- (a) demarcate and allot the car parking spaces in the Building for the allottees of Office Units;
- (b) charge Maintenance Charges and Common Expenses to the allottees of Office Units at such differential rate as may be decided by the Transferors;
- (c) limit or restrict the rights of the allottees of Office Units in respect of use of certain Common Areas;
- (d) grant additional/differential rights to the allottees of Office Units in respect of use of certain Common Areas;
- (e) grant differential rights to the allottees of Office Units in respect of participation and voting regarding the Association and the maintenance.

(xxxiv) The said Open Terrace, if mentioned in **Part-I of Schedule A** hereto, shall have exclusive access from and be attached and appurtenant only to the said Office and shall be exclusively occupied and used by the Allottee for the purpose of private terrace only. The Allottee shall not be entitled to use the same for any other purpose or to make any construction thereon or to cover the same in any manner. The Allottee shall however be entitled to beautify and landscape the same provided however the same must always be fully open to sky without any covering, temporary or permanent. Further the Open Terrace cannot be enclosed by grills save and except the railing provided by the Promoter. The said Open Terrace shall form an integral part of the said Office Unit and shall be transferable only as a part of the same and not independently or in any other manner.

(xxxv) The Transferors shall be entitled to transfer the Retail Units on such terms and conditions as the Transferors may deem fit and proper. Without restricting or limiting the generality of the above it is clarified that the Transferors shall be entitled inter alia to :

- (a) grant rights to allottees of the Retail Units to put-up install, display and maintain hoardings, display signs, neon-signs, lighted displays etc. on the external walls and windows of the Building abutting the Retail Units and/or on the internal walls of the Retail Units and/or in the common areas and passages

meant for access to the Retail Units against payment of consideration/charges to the Transferors for the same and no one including the Unit Allottees, the Association or any other entity shall be entitled to object or to hinder the same in any manner whatsoever. The initial and/or recurring consideration/charges, the deposit, if any, and all other amounts to be paid by such allottees of Retail Units shall belong exclusively to the Transferors;

- (b) allow the allottees of Retail Units to have additional security systems and additional security guards for the safety and security of the Retail Units in addition to the common security for the Premises;
- (c) charge Maintenance Charges and Common Expenses to the allottees of Retail Units at such higher rate as may be decided by the Transferors;
- (d) limit or restrict the rights of the allottees of Retail Units in respect of use of certain Common Areas;
- (e) grant additional/differential rights to the allottees of Retail Units in respect of use of certain Common Areas;
- (f) grant differential rights to the allottees of Retail Units in respect of participation and voting regarding the Association and the maintenance.

(xxxvi) The Allottee confirms that he has agreed to take the said Office Unit on sub-lease/assignment with full knowledge that he would have no right, title, interest, claim or entitlement whatsoever in respect of Open Terraces attached and/or appurtenant to other Units which shall be exclusively occupied and used by the respective Unit Allottees and occupants thereof.

(xxxvii) The obligation of the Transferors under clause 7.1 above shall arise subject to the Allottee having made timely payment of the full amounts of the Total Price/Agreed Premium mentioned in **Schedule C** as per the Payment Plan mentioned therein as also the timely payment of all the Additional Liabilities and Deposits mentioned in **Schedule G** prior to the scheduled date of delivery of possession and subject to the Allottee complying with all his obligations under this Agreement and/or otherwise under the law and subject to the Allottee not committing any breach, default or violation.

(xxxviii) In case the Allottee fails to take possession within the time provided in Clause 7.2 above, such Allottee shall be liable to pay a sum calculated at the rate of Rs. 10/- per square feet of super built up area of the said Office Unit per month as Holding Charges till the date when actual possession is taken by the Allottee and the Allottee shall continue to be liable to make all payments and shall also be liable to pay Maintenance Charges, property taxes and other outgoings from the date of issuance of the Partial or Full Completion / Occupancy Certificate irrespective of possession not being taken by the Allottee and interest at the rate specified in Rule 17 of the Rules shall also be payable on the delayed payment.

(xxxix) Notwithstanding anything to the contrary contained elsewhere in this Agreement it is hereby agreed that the Allottee's right to cancel/withdraw his

allotment in the Project including under Clause 7.5 shall be subject to the Allottee having complied with all his obligations under this Agreement till that time including making timely payment of all amounts payable under this Agreement till that time and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law. The liability of the Transferors to refund any amount to the Allottee shall arise only upon execution and registration of a Cancellation Agreement at the costs of the Allottee. It is expressly agreed that the fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate Fees, incidental and other expenses for registration, brokerage etc. shall not be refundable under any circumstances in case of any cancellation of this Agreement for any reason including under clause 7.5 above. The Transferors shall not have any other liability or obligation whatsoever and shall be entitled to deal with, dispose of, assign and/or transfer the said Office Unit to anyone else without any reference to the Allottee after the date of termination.

**SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE OFFICE  
AND GARAGE/COVERED PARKING (IF APPLICABLE) ALONG  
WITH BOUNDARIES IN ALL FOUR DIRECTIONS.**

**ALL THAT** the Office No. \_\_\_\_\_ on the \_\_\_\_\_ Floor measuring about \_\_\_\_\_ square feet Carpet Area and mutually accepted by the parties equivalent to \_\_\_\_\_ square feet agreed Super Built-up Area in the Project named “**Emami Business Bay**” being constructed at Plot No. A1-3 at Salt Lake Electronics Complex, Salt Lake, Block - EP and GP, Bidhannagar, Sector - V, Kolkata - 700 091 (described in **Schedule H** below)

Together with an Open Terrace measuring about \_\_\_\_\_ square feet on the \_\_\_\_\_ floor attached and/or appurtenant to the said Office and delineated in **Blue** colour on the floor plan being ‘**Schedule B**’ below.

**Part - II**

**(said Car Parking Space)**

**ALL THAT** the right to park:

- (i) \_\_\_\_\_ car(s) in the covered car parking space in Basement 1 of the Building;
- (ii) \_\_\_\_\_ car(s) in the covered car parking space in Basement 2 of the Building;
- (iii) \_\_\_\_\_ car(s) in the covered car parking space in Podium 1 of the Building;
- (iv) \_\_\_\_\_ car(s) in the covered car parking space in Podium 2 of the Building;
- (v) \_\_\_\_\_ car(s) in the covered car parking space in Podium 3 of the Building;

(vi)      car(s) in the open car parking space located in the open area surrounding or adjacent to the Building;

The said Office is to be made ready for handing over possession by \_\_\_\_\_ unless there is delay due to Force Majeure or reasons beyond control.

### SCHEDULE 'B' - FLOOR PLAN OF THE OFFICE

### SCHEDULE 'C'- PRICE DETAILS & PAYMENT PLAN

Event of making Payment	Percentage out of the Total Price / Agreed Premium
Advance against booking	Rs. 5 lacs / Rs 7.5 lacs
Amount to be paid within 15 days of booking against signing of agreement (including booking amount)	20%
On commencement of construction of lower basement	10%
On commencement of construction of 1st floor	10%
On commencement of construction of 4th floor	10%
On commencement of construction of 8th floor	10%
On commencement of construction of 12th floor	10%
On commencement of construction of 16th floor	10%
On commencement of construction of 18th floor	10%
On commencement of work of building façade	5%
Within 15 days of issue of Notice for Possession	5%
<b>Total</b>	<b><u>100 per cent</u></b>

### SCHEDULE 'D'- SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE SAID OFFICE

#### (Specifications)

<b>1</b>	<b>Foundation</b>	RCC Foundation conforming to IS codes
<b>2</b>	<b>Superstructure</b>	Reinforced concrete framed structure using minimum M25

grade of concrete conforming to IS-456 and Fe 550d Steel

<b>3</b>	<b>Walls</b>	
	a). External Walls	AAC Blocks/Fly Ash Bricks
	b). Common Area Internal Walls	AAC Blocks/Fly Ash Bricks
<b>4</b>	<b>Ultimate Roof</b>	Reinforced Concrete Roof with appropriate water-proofing and heat insulation.
<b>5</b>	<b>Finishes</b>	
	<b>5a). Walls</b>	
	i). Wall – Office Space and Retail Units	Offices and Retail spaces shall be handed over as a shell with block/ brick work.
	ii). Wall – External Façade	Block/ brick work with plaster and weather shield paint exterior grade paint.
	iii). Wall – Internal	
	a). Office Corridors and Lobbies	Gypsum plaster finished with Acrylic Emulsion paint.
	b). Fire escape staircases, Covered Car Park Areas	Plaster finished with Cement paint on inside walls and distempered putty finish on ceiling.
	c). Ground Floor main entrance lobby	Gypsum plaster finished with acrylic emulsion paint/ paneling/ tiles/ stone cladding.
	d). Lift Car	Combination of glass/ mirror and SS panels (matt finish).
	<b>5b). Floor</b>	
	i). Office spaces and Retail units	Concrete finish.
	ii). Exclusive office terraces	Tile/ stone flooring after appropriate water proofing.
	iii). Floor Common Areas	Tile/ stone flooring after appropriate water proofing.
	a). Ground Floor main entrance lobby	Imported marble/ Vitrified Tile Flooring with matching skirting with or without inlay works at designated areas.
	b). Lift Lobby and Office Corridors	Vitrified Tile/ Stone Flooring with matching skirting with or without inlay works at designated areas.
	c). Common Staircases	Terrazzo/ Stone Flooring.
	d). Covered Car Park Areas	Concrete Finish.
	e). Other Common Services Rooms	Concrete Finish.
	f). Lift Car	Imported Marble Flooring with PU Mat insert.
<b>6</b>	<b>Windows/ Glazing</b>	Standard Powder coated Aluminum/ UPVC sections with glazing units of appropriate thickness.
<b>7</b>	<b>Doors</b>	
	7a). Staircases	Will be provided with Fire check doors.
	7b). Common Toilets	Hard wood frames with flush shutter doors (laminated/ painted).
	7c). Offices	Hard wood frames with flush shutter doors (laminated/ painted).
	7d). Retail Spaces	Glass doors with Aluminum frame.
<b>9</b>	<b>Electrical Power supply</b>	
	9a). Office and Retail	3 Phase, 14 watts/ Sqft single point power supply from metering

	<b>Areas</b>	panel.
	<b>9b). Common Areas</b>	Electrical wiring with FRLS copper conductors, energy efficient LED light fixtures.
<b>10</b>	<b>Power Back-up</b>	24 x 7 Power supply with 100% DG Power Back-up.
<b>11</b>	<b>Water-proofing</b>	Water-proofing of common area toilets, planter beds, terraces adjoining office areas, roof top areas.
<b>12</b>	<b>Air-Conditioning</b>	
	<b>12a). Common Areas</b>	Air-conditioned with VRF system with 26°C temperature maintenance.
	<b>12b). Office and Retail spaces</b>	Provision for suitable spaces for outdoor units for VRF/ split AC
	<b>12c). Restaurants/ Kitchen</b>	Provision for fresh air and exhaust system.
<b>13</b>	<b>Fire Protection System</b>	Fully Fire Protected Building as per National Building Code 2016 guidelines. As per WBFES recommendations, adequate firefighting, fire detection, Public Address, Smoke ventilation, Lift well, Staircase, and Lift Lobby pressurization systems with refuge platforms for evacuation shall be provided.
<b>14.</b>	<b>Safety and Security</b>	24 x 7 vigilance facility with CCTV surveillance at designated areas. Guarded gated complex.

<b>15.</b>	<b>Super Features`</b>	<p>Aluminum pipe sections cladded modern elevation.          Mini Cricket turf on terrace          Mini soccer turf on terrace          Open air gym on terrace          Jogging track on terrace          Café on terrace.          CCTV surveillance in common areas          Provision for wi-fi in shafts          3 Nos Passenger Lift (Each 15 passenger capacity).          1 No Fire cum service Lift.          Ground External Lobby          Class-A office building with exquisite façade          A grand entrance lobby          Premium work spaces with a 3.97 meter floor-to-floor height          Work spaces with provision for inside office units          Large open air Breakout zone with Cafeteria          Plush Landscaping &amp; sit out area around the Building and terrace          Lifestyle Retail and lively F &amp; B spaces          24 x 7 vigilance facility with CCTV camera and RFID          100% power back-up</p>
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**SCHEDULE 'E'- COMMON AREAS, AMENITIES AND FACILITIES  
WHICH ARE PART OF THE PROJECT**

- Aluminum pipe sections cladded modern elevation.
- Mini Cricket turf on terrace



- Mini soccer turf on terrace
- Open air gym on terrace
- Jogging track on terrace
- Café on terrace.
- CCTV surveillance in common areas
- Provision for wi-fi in shafts
- 3 Nos Passenger Lift (Each 15 passenger capacity).
- 1 No Fire cum service Lift.
- Ground External Lobby
- Class-A office building with exquisite façade
- A grand entrance lobby
- Premium work spaces with a 3.97 meter floor-to-floor height
- Work spaces with provision for inside office units
- Large open air Breakout zone with Cafeteria
- Plush Landscaping & sit out area around the Building and terrace
- Lifestyle Retail and lively F & B spaces
- 24 x 7 vigilance facility with CCTV camera and RFID
- 100% power back-up

Notwithstanding anything contained above or elsewhere herein the contents of this Schedule are subject to changes by the Promoter and the rights in respect of the Common Areas are subject to the reservations and/or the rights of the Promoter under this Agreement.

#### **SCHEDULE F- DEFINITIONS**

- (a) “**Act**” means the Real Estate (Regulation and Development) Act, 2016 and shall include the Rules and Regulations made thereunder;
- (b) “**Additional Liabilities**” shall mean the Additional Liabilities mentioned in **Part-I** of the **Schedule G** hereto all of which are to be paid by the Allottee in addition to the Total Price / Agreed Premium and shall also include any other additional amounts that may be required to be paid by the Allottee;
- (c) “**Agreed Premium/Total Price**” shall mean the consideration mentioned in **Schedule C** payable by the Allottee for obtaining sub-lease/assignment of the said Office Unit (excluding Goods and Services Tax which is payable additionally by the Allottee, as applicable from time to time);
- (d) “**Architect(s)**” shall mean Architect(s) or Licensed Building Surveyor whom the Promoter may from time to time appoint as the Architect(s)/Licensed Building Surveyor for the Building;
- (e) “**Association**” shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the Transferors and the representatives of the Unit Allottees and be formed or incorporated at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter;

- (f) **“Authority”** shall mean the Nabadiganta Industrial Township Development Authority and its different departments and officers and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and/or revise the Plans;
- (g) **“Booking Amount”** shall mean **Rs. \_\_\_\_\_/-** which has been paid by the Allottee for booking of the said Office;
- (h) **“Building”** shall mean the building and/or structures to be constructed on the Premises as per the Plans and the other constructions and structures that may be constructed on the Premises from time to time;
- (i) **“Built-Up Area”** in relation to an Unit shall mean the plinth area of that Unit (including the area of bathrooms, if any, balconies, if any, Open Terrace, if any, appurtenant thereto) and also the thickness of the walls (external or internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between two Units then 1/2 (one-half) of the area under such wall, column or pillar shall be included in each of the Units;
- (j) **“Car Parking Spaces”** shall mean the spaces in the basement of the Building as also on the ground floor of the Building as also in the open space surrounding or adjacent to the Building that may be earmarked by the Promoter for parking of medium sized cars;
- (k) **“Carpet Area”** shall have the meaning as ascribed to it under the Act;
- (l) **“Common Expenses”** shall mean all costs and expenses mentioned in **Schedule K** for the management, maintenance and upkeep of the Building, the Common Areas and the expenses for Common Purposes;
- (m) **“Common Areas”** shall mean the common areas, facilities and installations in the Building and the Premises, as may be decided or provided by the Promoter for common use and enjoyment of the Unit Allottees and which are indicated in **Schedule E** hereto which shall be used and enjoyed in common by all the Unit Allottees;
- (n) **“Common Purposes”** shall include the purpose of managing and maintaining the Premises, the Building and in particular the Common Areas, rendition of services in common to the Unit Allottees, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common;
- (o) **“Common Roof Area”** shall mean only the specified portion / area of the ultimate roof of the Building, as may be decided and demarcated by the Promoter at any time prior to handing over possession of the said Office Unit, along with the Lift Machine Room and the water tank thereon, which only shall form part of the Common Areas;
- (p) **“Corpus Fund”** shall mean the Fund comprising of the amounts to be paid / deposited and/or contributed by each Unit Allottee, including the Allottee herein, towards corpus fund which shall be held by the Maintenance Agency for the purpose

of major repairs, replacements and additions to the Common Areas and other contingencies;

- (q) **“Date Of Possession”** shall mean the date on which the Allottee is handed over possession of the said Office;
- (r) **“Deed Of Transfer”** shall mean the Deed of Transfer to be executed by the Transferors in favour of the Allottee in respect of the said Office Unit upon grant of the Permissions and upon the Allottee complying with all the obligations, paying and depositing all amounts in time and not committing any breach or default;
- (s) **“Deposits”** shall mean the amounts mentioned in **Part-II** of the **Schedule G** hereto and to be deposited by the Allottee and shall also include any other amount that the Allottee may be required to deposit;
- (t) **“Development Agreement”** shall mean and include the Development Agreement dated 9<sup>th</sup> February, 2023 registered at the office of the Additional Registrar of Assurance – IV, Kolkata in Book No. I, Volume No. 1904-2023, Pages 147282 to 147326, Being No. 190402477 for the year 2023 executed by and between the Sub-Lessor/ Assignor and the Promoter relating to development of the Premises and shall also include all modifications, alterations and changes, if any, made and/or that may be made therein from time to time as also all documents executed pursuant thereto, including Powers of Attorney;
- (u) **“Principal Lease”** shall mean the Indenture of Sub-Lease dated 3<sup>rd</sup> August, 2005 made between West Bengal Electronics Industry Development Corporation Limited (as the Sub-Lessor) and Delta PV Private Limited (as the Sub-Lessee) registered at the office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake) in Book No. I, Volume No. 361, Pages 291 to 305, Being No. 5931 for the year 2005; mentioned in **Schedule-I** hereto;
- (v) **“Maintenance Agency”** shall mean the Promoter itself or any entity appointed by the Promoter for the Common Purposes or upon its formation, the Association;
- (w) **“Maintenance Charges”** shall mean the proportionate amount of Common Expenses payable monthly by the Allottee to the Maintenance Agency;
- (x) **“Office”** shall mean any Office (including the Open Terrace, if any, appurtenant thereto) and/or any other covered space in the Building which is capable of being exclusively occupied, used and/or enjoyed;
- (y) **“Office Unit”** shall mean any Office (including the Open Terrace, if any, appurtenant thereto) and/or any other covered space in the Building which is capable of being exclusively occupied, used and/or enjoyed by any Unit Allottee, the right, if any, to park a car in a Car Parking Space, the undivided, impartible, variable, proportionate share or interest in the Common Areas mentioned in **Schedule E** hereto with the right to use and enjoy the same in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Office;
- (z) **“Open Terrace”** shall mean the open terrace areas on certain floors of the Building

each of which shall be attached and/or appurtenant only to a specified Unit and having access from such Unit only and meant to be occupied, used and enjoyed exclusively by the Allottee /occupant of such Unit;

- (aa) **“Permissions”** shall mean all permissions, approvals, consents, no objections, etc. that may be required for implementing the transaction envisaged in this Agreement and shall include the permission, approval, consent etc., if any, that may be required or necessary for change of use of the Building / said Office and the permission, approval, consent etc., if any, that may be required or necessary for sub-lease/assignment and/or transfer of the said Office in favour of the Allottee, whether required under the Principal Lease and/or under any other law, notification or circular from Government of West Bengal or any another authority including WEBEL.
- (bb) **“Plan/Plans”** shall mean the plans of the Building which have sanctioned and approved by the Authority and/or which may be finally revised/approved/sanctioned by the Authority and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) and shall also include the variations, modifications, alterations and changes therein that may be made by the Transferors, if any, as well as all revisions, renewals and extensions thereof, if any;
- (cc) **“Premises”** shall mean the piece or parcel of land measuring about 1 acre more or less having buildings and other structures erected thereon situate, lying at and being Plot No. A1-3, at Salt Lake Electronics Complex, Salt Lake, Block EP and GP, Bidhannagar, Sector V, Police Station - Bidhannagar (East), Kolkata - 700 091 and morefully described in **Schedule H** hereto and the same shall wherever the context permits also include the Building to be constructed thereon;
- (dd) **“Project”** shall mean the work of development of the Premises by the Promoter, construction and completion of the Building (including Additional/Further Constructions), marketing and transfer of the Units and other rights, handing over of possession of the completed Units to the Unit Allottees by the Promoter and execution and registration of the Deeds of Transfer in favour of the Unit Allottees;
- (ee) **“Project Advocates”** shall mean R. Ginodia & Co. LLP, Advocates of Ground Floor, 6, Church Lane, Kolkata-700 001 who have been appointed by the Promoter and have prepared this Agreement and also shall prepare all legal documentation regarding the development, construction, sub-lease/assignment and transfer of the Premises, the Building and the Units therein, including the Deeds of Transfer;
- (ff) **“Regulations”** means the Regulations that may be made under The Real Estate (Regulation and Development) Act, 2016 applicable to West Bengal;
- (gg) **“Retail Space”** shall mean any commercial space and/or any other covered space in the Building which are meant for shop/retail/commercial/restaurant use and are capable of being exclusively occupied, used and/or enjoyed by any Unit Allottee for such commercial purpose as may be permitted by the Promoter;
- (hh) **“Retail Unit”** shall mean any Retail Space and/or any other covered space in the Building which are meant for shop/retail/commercial/restaurant use and are capable of

being exclusively occupied, used and/or enjoyed by any Unit Allottee for such commercial purpose as may be permitted by the Promoter, the right, if any, to park a car in a Car Parking Space, the undivided, impartible, variable, proportionate share or interest in the Common Areas mentioned in **Schedule E** hereto with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Retail Space;

- (ii) **“Rights on Allottee’s Default”** shall mean the rights mentioned in Clause 9.3 to which the Transferors shall be entitled in case of any default or breach by the Allottee;
- (jj) **“Rules”** means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- (kk) **“Said Office”** shall mean the Office described in **Part – I of Schedule A** hereto;
- (ll) **“Said Office Unit”** shall mean the said Office, the said Car Parking Space, (if any), the proportionate variable, undivided, indivisible and impartible share or interest in the Common Areas mentioned in **Schedule E** hereto with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the said Undivided Share;
- (mm) **“Said Open Terrace”** shall mean the Open Terrace, if any, mentioned in **Part-I of Schedule-A** hereto;
- (nn) **“Said Land”** shall mean the land measuring about 1 Acres more or less comprised in the Premises;
- (oo) **“Said Car Parking Space”** shall mean the right to park medium sized car(s) if any, described in **Part - II of Schedule A** hereto;
- (pp) **“Said Undivided Share”** shall mean the proportionate variable undivided indivisible and impartible share in the said Land comprised in the Premises which is attributable to the said Office;
- (qq) **“Section”** means a section of the Act;
- (rr) **“Super Built-Up Area”** of the said Commercial/ Units means, the entire area enclosed by its periphery walls including area under walls, columns and half area under walls common to other Commercial/ Units of the Said Tower/ Building and area of cupboards, plumbing shafts, windows, projections, pergolas, and other elevation features, lofts and balconies with the Said Unit plus proportionate share of area utilized for Common Areas and Facilities like podium etc. in the Said Building /Tower and Said Complex Project, overhead and underground water tanks, garden area, guard room, mumty, pump room, electric substation, lifts at all levels etc. in the Said Building/ Tower and Said Complex/ Project.
- (ss) **“Transfer”** with all its grammatical variations shall mean and include transfer by way of sub-lease and/or transfer by way of assignment, as shall be decided by the Transferors;

- (tt) **“Undivided Share”** in relation to an Unit shall mean the proportionate variable undivided indivisible and impartible share in the said Land comprised in the Premises which is attributable to the Unit concerned;
- (uu) **“Unit”** shall, according to its context, mean any unit in the Building, whether an Office Unit or a Retail Unit;
- (vv) **“Unit Allottees”** shall, according to its context, mean all Allottees and/or intending Allottees of different Units in the Building including the Sub-Lessor/Assignor and the Promoter in respect of such Units as may be retained and/or not alienated and/or not agreed to be alienated for the time being by the Sub-Lessor/Assignor and the Promoter;
- (ww) **Masculine Gender** used in this Agreement shall include the feminine and neuter gender and vice versa and **Singular Number** shall include the plural and vice versa.

## SCHEDULE G

### PART I – ADDITIONAL LIABILITIES

The following are not included in the Total Price/Agreed Premium and the Allottee has agreed and undertakes to pay the following within 15 (fifteen) days of demand without raising any objection whatsoever regarding the same:

- (i) Goods and Services Tax (GST) payable on the Total Price/Agreed Premium and/or on sub-lease/ assignment / transfer of the said Office Unit to the Allottee and payment of the same shall be made on or before the date the same is payable as per law or alongwith the payment of the respective installment or within 15 days of demand by the Promoter, whichever is the earliest.
- (ii) Legal Fees of Rs.50,000/-(Rupees fifty thousand) only shall be payable to the Project Advocates, out of which 50 per cent shall be paid within 30 days from the booking of the Unit and the balance 50 per cent shall be paid within 15 days of Notice for Possession Provided That in case of the Retails Units, Rs.50,000/- or higher fee may be payable as decided mutually.
- (iii) Betterment and/or development charges and any other tax, duty levy, cess, or charge that may be imposed or charged, if any, in connection with construction or transfer of the said Office Unit in favour of the Allottee.
- (iv) Stamp duty and registration fee and all other taxes, levies and other allied expenses relating to this Agreement for Transfer, the Deed of Transfer and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Office Unit and any additional/deficit stamp duty, additional/deficit registration fee, penalty, interest or any other levy, if any, that may be imposed in this regard at any time together with miscellaneous expenses for registration of each document.
- (v) Price, cost, charges and expenses levied by the Promoter for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes,

additions, alterations or variation made in the said Office, and/or the agreed Specifications, including the costs, charges and expenses for revision/registration/regularisation of the Plans in relation to the said Office.

(vi) The Allottee shall pay Rs. 300/- (Rupees three hundred only) per square feet of super built up area of the said Office amounting to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to the Promoter on account of the following:

(a) For obtaining and providing electricity supply and meter, including, on account of transformer or electrical sub-station, if any, and its installation, HT/LT line supply, supply cables, switch gears, etc. The Allottee confirms and accepts that the Allottee shall bear and pay separately all the expenses (including the security deposit) payable to electricity supply authority for his separate meter.

(b) For providing common generator as mentioned in **Schedule E** above

(vii) Proportionate costs, charges and expenses for betterment and/or development charges or other levies that may be charged regarding the Premises or the Building or the construction in terms hereof.

(viii) Fees, costs, charges and expenses for obtaining the Permissions from the Government of West Bengal and/or West Bengal Electronics Industry Development Corporation Limited (WEBEL) in connection with change of use, construction and transfer of the said Office Unit in favour of the Allottee.

(ix) Proportionate costs, charges and expenses for providing any additional or special provision, fitting or amenity in the Building and/or the Premises by the Promoter.

(x) Proportionate costs, charges and expenses for formation of the Association.

(xi) Applicable Goods and Services Tax and any other tax, duty, levy, cess, etc., if applicable on the above amounts, shall be paid by the Allottee in addition to the above.

## PART II –DEPOSITS

(a)	Deposit for Sinking Fund payable by the Allottee at the rate of Rs.50/- per square feet of Super Built-up Area of the said Office.
(b)	Deposit for estimated Maintenance Charges at the rate of Rs.5/- (Rupees five only) per square feet per month for 12 months of Super Built up Area of the said Office.
(c)	Municipal Deposit to be estimated at the time of possession.
(d)	Deposit for electric supply/individual meter for the said Office as per actuals payable to the electricity supply authority.
(e)	Deposit for any other item in respect of which payment is to be made by the Allottee under Part-I of this Schedule.

The Deposit under Item Nos. (a) to (c) shall be paid by the Allottee to the Promoter within 15 days of Notice for Possession without raising any objection whatsoever regarding the same. The Deposit under Item Nos. (d) and (e) shall be paid by the Allottee to the Promoter within (15) fifteen days of demand without raising any objection whatsoever regarding the same.

Applicable Goods and Services Tax and any other tax, duty, levy, cess, etc., if applicable, on the above amounts shall be paid by the Allottee in addition to the above.

### **SCHEDULE H - SAID LAND/PREMISES**

**ALL THAT** the piece or parcel of land measuring about 1 Acre more or less having buildings and other structures erected thereon situate, lying at and being Plot No. A1-3, at Salt Lake Electronics Complex, Salt Lake, Block - EP and GP, Bidhannagar, Sector - V, Police Station - Bidhannagar (East), Kolkata - 700 091, District North 24-Parganas and butted and bounded in the following manner:

<b>On the North :</b>	By Plot No. A1-1 & 2;
<b>On the East :</b>	By Plot No. N1 (Webel SL Energy Limited);
<b>On the South :</b>	By 15 meter wide road; and
<b>On the West :</b>	By Plot No. A1-4.

**OR HOWSOEVER OTHERWISE** the same may be called known numbered described or distinguished.

### **SCHEDULE I – DEVOLUTION OF LEASEHOLD RIGHT AND INTEREST OF THE SUB-LESSOR/ASSIGNOR IN RESPECT OF THE PREMISES**

1. By and under an Indenture of Sub-Lease dated 3<sup>rd</sup> August, 2005 made between West Bengal Electronics Industry Development Corporation Limited (as the Sub-Lessor) and Delta PV Private Limited (as the Sub-Lessee and being the Assignor/Sub-Lessor herein) registered at the office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake) in Book No. I, Volume No. 361, Pages 291 to 305, Being No. 5931 for the year 2005 (herein referred to as “**the Sub-Lease dated 3<sup>rd</sup> August, 2005**”) the Assignor/Sub-Lessor herein was granted sub-lease in respect of the Premises for a period of 90 years with effect from 3<sup>rd</sup> May, 1995 for setting up of electronics industry.
2. The Premises is mutated in the name of the Sub-Lessor/Assignor herein in the records of the Government of West Bengal.
3. By letters dated 16<sup>th</sup> January, 2020 and 4<sup>th</sup> May, 2020 the West Bengal Electronics Industry Development Corporation Limited (WEBEL) has allowed the Assignor/Sub-lessor to construct a building on the said Land for setting up IT/ITES units. Further, WEBEL requested for payment of permission fees at the rate of Rs. 3 lakhs per Cottah plus 18 percent GST and informed that fees of Urban Development and Municipal Affairs Department, Government of West Bengal will be charged at the time of transfer of land / space. Accordingly, the Sub-Lessor/Assignor has paid a sum of Rs. 2,14,17,000/- to the West Bengal Electronics Industry Development Corporation Limited.



4. Further by a letter dated 10<sup>th</sup> May, 2022 WEBEL has confirmed that it has allowed the Sub-Lessor/Assignor to construct a building on the said Land for usage of IT/ITES entrepreneurs.

5. By a Deed of Declaration/Rectification dated 23<sup>rd</sup> December, 2022 made between West Bengal Electronics Industry Development Corporation Limited (as the Sub-Lessor) and Delta PV Private Limited (as the Sub-Lessee and being the Sub-Lessor/Assignor herein) registered at the office of the Additional District Sub-Registrar, Bidhannagar in Book No. IV, Volume No. 1504-2022, Pages 2738 to 2754, Being No. 150400134 for the year 2022 (herein referred to as “**the Declaration/Rectification dated 3<sup>rd</sup> August, 2005**”) certain terms and conditions of the Sub-Lease dated 3<sup>rd</sup> August, 2005 were amended and/or rectified.

6. The Sub-Lease dated 3<sup>rd</sup> August, 2005 and the Declaration/Rectification dated 23<sup>rd</sup> December, 2022 are herein collectively referred to as “**the Principal Lease**”.

7. In terms of the Principal Lease the Sub-Lessor/Assignor herein is entitled to use the Premises for setting up IT/ITES/electronics units and for such other purposes as may be permitted by the Government of West Bengal and/or West Bengal Electronics Industry Development Corporation Limited from time to time. At present, the Sub-Lessor/Assignor herein is entitled to use the Premises for setting up IT/ITES/electronics units and for retail /commercial use only to the extent of 20% of the total built up space as allowed and permitted vide Notification No.1967/UD/O/M/SL(AL/NR)/7L-23/95(Pt.) dated 03.06,2008 issued by the Government of West Bengal, Urban Development Department.

#### **SCHEDULE J – ALLOTTEE’S COVENANTS & HOUSE RULES**

1. The Allottee has agreed undertaken and covenanted to:
  - a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
  - b) permit the Maintenance Agency and its men, agents and workmen to enter into the said Office for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
  - c) deposit the amounts for various purposes as required by the Promoter and/or the Maintenance Agency;
  - d) use and occupy the said Office only for the purpose of Information Technology / Information Technology Enabled Service (IT/ITES) purposes;
  - e) use the Common Areas mentioned in **Schedule E** without causing any hindrance or obstruction to other Unit Allottees and occupants of the Building;
  - f) keep the said Office and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Office in the Building and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Units and parts of the Building;

- g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Office or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise and also not to make any form of alteration to the external façade of the Building;
- h) maintain and/or remain responsible for the structural stability of the said Office and not to do anything which has the effect of affecting the structural stability of the Building and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 100/- (Rupees one hundred only) per square feet of the super built up area of the said Office Unit together with applicable Goods and Services Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;
- i) use and enjoy the Common Areas only to the extent required for ingress to and egress from the said Office of men, materials and utilities;
- j) sign and deliver to the Promoter all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Office from the electricity supply authority in the name of the Allottee and until the same be obtained, the Promoter shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Allottee an electric sub-meter in or for the said Office and the Allottee shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Office;
- k) be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Office only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Unit Allottees. The main electric meter shall be installed only at the common meter space. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Building, the Premises and outside walls of the Building save in the manner indicated by the Promoter/Association (upon formation);
- l) bear and pay the Common Expenses and all other costs, expenses and outgoings in respect of the Premises proportionately and the said Office Unit wholly and the same shall initially be payable to the Maintenance Agency;
- m) pay property and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses in respect of the Building and the Premises proportionately and the said Office Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Office Unit until the same is assessed separately by the Authority / Bidhannagar Municipal Corporation;
- n) pay for other utilities consumed in or relating to the said Office Unit;
- o) allow the other Unit Allottees the right to easements and/or quasi-easements;

p) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, property taxes and other taxes and payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;

q) to make payment of applicable Goods and Services Tax that may be payable in respect of all amounts to be paid by the Allottee to the Transferors, the Maintenance Agency and/or Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement;

r) observe and comply with the Principal Lease including all terms, conditions, covenants, stipulations and restrictions contained therein and not to commit any breach, default and/or violation thereof and to make payment of any amount that may be payable thereunder proportionately and to keep the Transferors fully indemnified in this regard;

s) ensure that the Principal Lease including any renewal thereof remain valid and subsisting for its entire period and/or duration and to keep the Transferors fully indemnified in this regard; and

t) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes.

2. The Allottee has agreed and covenanted:

a) not to damage, demolish or cause to be damaged or demolished the said Office or any part thereof;

b) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Building and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;

c) not to put any nameplate or letter box or neon-sign or board in the Common Areas or on the outside walls of the Building save at the place as be approved or provided by the Promoter Provided However That nothing contained herein shall prevent the Allottee to put a decent nameplate on the outface of the main door of the said Office;

d) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Office or any portion thereof and not to change the colour or design of balcony, balcony railings, window grills, and/or change the outer elevation of the said Office or the Building under any circumstance and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 100/- (Rupees one hundred only) per square feet of the super built up area of the said Office Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter and the removing of Box Grill if at all put by the Allottee shall be made

at the cost of the Allottee;

e) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Unit or any part of the Building or the Premises or may cause any increase in the premium payable in respect thereof;

f) not to make or permit or play any disturbing noises or loud sounds or music in the Premises or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers of the Building and/or disturb them;

g) not to use the lifts in case of fire and also not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;

h) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/Association;

i) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation;

j) not to decorate the exterior of the Building otherwise than in the manner agreed by the Promoter in writing or in the manner as near as may be in which it was previously decorated and also not to alter or permit any alteration in the outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills/gates of the said Office Unit which in the opinion of the Maintenance Agency differ from the colour Scheme of the Building or deviation or which in the opinion of the Maintenance Agency may affect the elevation in respect of the exterior walls of the Building and/or the Premises and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 100/- (Rupees one hundred only) per square feet of the super built up area of the said Office Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;

k) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Building and the Premises and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;

l) not to store or allow anyone to store any goods articles or things in or around the staircase, lobby, landings or other common areas or installations of the Building;

m) not to store in the said Office Unit or any part of the Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Premises or any part thereof and/or the Premises and/or any neighbouring property to any risk of fire or any accident;

n) not to commit or permit to be committed any alteration or changes in pipes,

conduits, cables and other fixtures and fittings serving the other Units in the Building;

o) not to claim any right over and/or in respect of the roof of the Building other than the right of common use in respect of the Common Roof Area or in respect of any open land at the Premises or in any other open or covered spaces of the Building and the Premises reserved or intended to be reserved by the Transferors for their own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by him and not to obstruct any development or further development or additional vertical / horizontal or other constructions which may be made by the Promoter thereat or on any part thereof;

p) not to object to or hinder sanction of further/additional vertical/horizontal or other constructions or to the resultant variation in the said Undivided Share and the Allottee shall not object to the changes and/or inconvenience caused due to such construction being made by the Promoter from time to time even after the Date of Possession;

q) not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion or transfer of the Building and/or the Units therein by the Promoter at any time, whether before or after the Date of Possession and/or delivery of possession of the said Office Unit to the Allottee, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Office Unit by the Allottee and to be responsible and liable for all losses and damages which the Promoter may suffer in this regard due to any default by the Allottee;

r) not to object, obstruct or create any hindrance to the Promoter making Additional/Further Constructions subsequently and/or granting similar rights to the transferees/assignees/sub-lessees and occupiers thereof in respect of the Common Areas;

s) not to shift or obstruct any windows or lights in the said Office or the Building and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Office without the prior consent in writing of the Promoter and/or the Association;

t) not cover the Common Areas, fire exits and balconies/terraces (if any) of the said Office;

u) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Areas in any manner whatsoever;

v) not hang or cause to be hung clothes from the balconies of the said Office;

w) not to permit any new window, light, opening, doorway, path, passage, drain or other encroachment or easement to be made or acquired in against out of or upon the said Office without the prior consent in writing of the Promoter and/or the Association;

- x) not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Allottee, if any, mentioned in **Schedule A**;
- y) not to sub-lease/assign, transfer, let out or part with possession of the said Car Parking Space, if so agreed to be taken on sub-lease/assignment by the Allottee hereunder, independent of the said Office and to use the same only for the purpose of parking of a motor car;
- z) not to use the said Office Unit for any purpose save and except for Information Technology / Information Technology Enabled Service (IT/ITES) purposes;
- aa) not to do any addition, alteration, structural changes, construction or demolition in the said Office Unit without prior written permission from the Authority and other concerned authorities as also the Maintenance Agency and also subject to the condition that the same is not restricted under any other provision of this Agreement and in case of any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 100/- (Rupees one hundred only) per square feet of the super built up area of the said Office Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;
- bb) not to raise or put up any kutcha or pucca constructions, grills, walls or enclosure of any kind around the said Car Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;
- cc) not to make any claim of any nature whatsoever in respect of the Premises other than the said Office Unit hereby agreed to be transferred and the common enjoyment of the Common Areas;
- dd) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Building and shall not project anything out of any window of the Premises;
- ee) not to keep or harbour any bird or animal in the Common Areas of the Premises and not to kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Building and/or the Premises or on any portion thereof;
- ff) not to make claim of any right of pre-emption or otherwise regarding any of the other Units or any portion of the Building and/or the Premises;
- gg) not to install any air-conditioner except at the designated place shown by the Promoter and at no point of time to change the position, cabling, vents and/or arrangement for the air-conditioner without prior written consent of the Promoter;
- hh) not to install any external wires or cables that may be visible outside the said Office;

- ii) not to put any film, whether coloured, reflective or otherwise on the windows/glass, whether external or internal;
- jj) not to install any false ceiling in the said Office without first making provision for the fire sprinkler and fire alarm system to be appropriately installed at the costs of the Allottee in the manner that the same are visible and operative externally and outside the false ceiling and do not adversely affect the fire safety;
- kk) not to subdivide the said Office Unit and/or the said Car Parking Space, if allotted, or any portion thereof;
- ll) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Building and the Premises not forming part of the Common Areas;
- mm) not to carry on or permit to be carried on at the said Office Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Unit Allottees /occupiers of the Premises and/or the neighbourhood;
- nn) not to use the said Office Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Transferors to any liability under environmental laws or any other laws;
- oo) not to interfere in any manner with the right, title, interest or entitlement of the Transferors and/or their transferees/assignees/sub-lessees in respect of other Units;
- pp) not to do anything contrary to the Principal Lease and the Permissions and not to commit any breach or violation of the Principal Lease and the Permissions;
- qq) not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Agreement;
- rr) not to change the Project name and its logo under any circumstances whatsoever; and
- ss) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any of the Open Terraces in the Building and the Premises save and except the said Open Terrace, if any, mentioned in Part-I of Schedule-A.

3. The Allottee agrees, undertakes and covenants not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner or for any reason whatsoever relating to the Premises or concerning the development, construction or completion of the Premises including the Common Areas and/or any further extension, expansion, construction, addition or alteration therein from time to time and/or the transfer, sub-lease/assignment or disposal of any Unit or any portion of the Building and/or the Premises.

4. The Allottee has agreed undertaken and covenanted not to question at any time the computation of the Super Built-up Area of the said Office Unit and not to claim or demand,

under any circumstances whatsoever, details or calculations of the Super Built-up Area.

5. If at any time there be imposition of or enhancement of any tax, duty, levy, surcharge or fee (including Goods and Services Tax) under any statute or regulation on the Premises, the Building and/or the said Office Unit or on the construction or transfer of the said Office Unit or any portion thereof (whether payable to the concerned authority by the Transferors or the Allottee) the same shall be borne and paid by the Allottee wholly in respect of the said Office Unit and proportionately in respect of the Premises and the Building, without raising any objection thereto. The Promoter and/or the Sub-Lessor/Assignor shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Allottee shall make such payment within 7 (seven) days of demand being made by the Promoter and/or the Sub-Lessor/Assignor and/or the concerned authority.

6. The Allottee shall have no connection whatsoever with the other Unit Allottees and there shall be no privity of contract or any agreement or arrangement as amongst the Allottee and the other Unit Allottees (either express or implied) and the Allottee shall be responsible to the Transferors for fulfillment of the Allottee's obligations irrespective of non-compliance by any other Unit Allottees.

7. The Allottee shall be responsible for and shall keep the Transferors and the Maintenance Agency indemnified of from and against all damages, claims, demands, costs, charges, expenses and proceedings occasioned relating to the Premises or any part of the Building or to any person due to any negligence or any act, deed, thing or omission made done or occasioned by the Allottee and shall keep the Transferors and the Maintenance Agency indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Transferors and the Maintenance Agency as a result of any act, omission or negligence of the Allottee or the servants, agents, licensees, invitees or visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.

8. The transaction contemplated herein is a single transaction of transfer by way of sub-lease/assignment and acquisition by way of sub-lease/assignment of the said Office Unit and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties hereto that in the event any of the Transferors is liable to make payment of any Sales Tax, VAT, Works Contract Tax, Service Tax, Goods & Services Tax or any other statutory tax, duty or levy in respect of this Agreement or the sub-lease/assignment of the said Office contemplated hereby, the Allottee shall be liable to and agrees to make payment of the same at or before taking possession of the said Office Unit.

9. The Parties shall keep confidential all non-public information and documents concerning the transaction contemplated herein, unless compelled to disclose such information/documents by judicial or administrative process or by other requirements of law.

#### **SCHEDULE K - COMMON EXPENSES**

1. **Association:** Establishment and all other capital and operational expenses of the Association.



2. **Common Utilities:** All charges and security deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** After handing over of possession all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas of the Premises, including the exterior or interior (but not inside any Unit) walls of the Building.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas of the Premises, including lifts, generator, changeover switches, CCTV, if any, EPABX, if any, pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas of the Premises.
7. **Rates and Taxes:** Property tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Building and/or the Premises save those separately assessed on the Allottee.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits.
9. **Management Fees**
10. **General & Out Pocket Expenses:** All other expenses and/or outgoings including litigation expenses, if any, as may be incurred by the Maintenance Agency/ Association for the Common Purposes.

**SCHEDULE L - RIGHTS OF THE MAINTENANCE  
AGENCY/ASSOCIATION**

- a) Apportionment of any liability of the Allottee in respect of any expenses, taxes, dues, levies or outgoings payable by the Allottee pursuant to this Agreement or otherwise shall be Proportionate.
- b) The Maintenance Charges payable by the Allottee with effect from the date of issue of the Partial or Full Completion/Occupancy Certificate shall be payable on a monthly basis on the basis of the bills to be raised by Maintenance Agency/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Maintenance Charges shall be decided by the Promoter from time to time subject to a minimum of Rs. \_\_\_/-per square feet of super built-up area per month for the said Office together with applicable Goods and Services Tax.

c) The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Allottee shall not be entitled to object thereto.

d) The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Maintenance Agency/Association (upon formation), within the prescribed due date, failing which the Allottee shall pay interest for delayed payments at the rate specified in Rule 17 of the Rules, for the period of delay, computed from the date the payment became due till the date of payment, to the Maintenance Agency/Association (upon formation), as the case may be. The Allottee also admits and accepts that apart from the above, the Maintenance Agency/Association shall also be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Allottee and/or the said Office Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, property taxes, Common Expenses and/or other payments by the Allottee after giving 15 days notice in writing.

**IN WITNESS WHEREOF** the parties hereinabove named have set their respective hands and signed this Agreement for Transfer at Kolkata in the presence of attesting witnesses, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED Allottee (including Joint Allottees)**

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Please affix  
Photographs  
and sign across  
the photograph

\_\_\_\_\_

(2) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Please affix  
Photographs  
and sign across  
the photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED Promoter:**

Signature \_\_\_\_\_

Please affix  
Photographs and  
sign across the  
photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED Sub-Lessor/Assignor :**

Signature \_\_\_\_\_

Please affix Photographs and sign across the photograph
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At Kolkata in the presence of :

**WITNESSES:**

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

(2) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Drafted by:

**R. Ginodia & Co. LLP, Advocates**  
6, Church Lane, Ground Floor  
Kolkata – 700 001



**DATED THIS DAY OF \_\_\_\_\_, 2023**

**BETWEEN**

**DELTA PV PRIVATE LIMITED**

**AND**

**EMAMI REALTY LIMITED**

**AND**

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**AGREEMENT FOR TRANSFER**

<b>Office No.</b>	:	
<b>Floor</b>	:	

**R. Ginodia & Co. LLP  
Advocates  
6, Church Lane, Ground Floor  
Kolkata – 700 001.**