

**AGREEMENT FOR SUB-LEASE**

This Agreement for Sub-Lease ("**AGREEMENT**") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**BY AND BETWEEN**

**AMBUJA NEOTIA TEESTA DEVELOPMENT PRIVATE LIMITED**, (CIN No. **U70109WB2011PTC157834**), (PAN **AAHCM0263D**), a company incorporated under the Companies Act, 2013, having its Registered Office at 'Ecospace Business Park', Block- 4B, 6<sup>th</sup> Floor, Premises No.- IIF/11, Action Area-III-A, P.O. New Town, P.S. New Town, Kolkata-700160, represented by it's authorized signatory, Mr. \_\_\_\_\_, (PAN \_\_\_\_\_), (Aadhaar No. \_\_\_\_\_), (Mobile No. \_\_\_\_\_) son of Sri \_\_\_\_\_, residing at \_\_\_\_\_, P.O. \_\_\_\_\_, P.S. \_\_\_\_\_, PIN- \_\_\_\_\_ and authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "**Promoter**" / "**Sub-Lessor**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assignees) of the **ONE PART**:

**AND**

[If the Allottee is a company]

\_\_\_\_\_, (CIN No. \_\_\_\_\_) (PAN \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at \_\_\_\_\_, represented by its authorized signatory \_\_\_\_\_, (PAN \_\_\_\_\_), (Aadhaar No. \_\_\_\_\_), son of \_\_\_\_\_, residing at \_\_\_\_\_, P.O. \_\_\_\_\_, P.S. \_\_\_\_\_, PIN- \_\_\_\_\_, duly authorized vide board resolution \_\_\_\_\_ hereinafter referred to as the "**Allottee**" / "**Sub-Lessee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **OTHER PART**.

**[OR]**


[If the Allottee is a Partnership]

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner \_\_\_\_\_, (PAN \_\_\_\_\_), (Aadhaar No. \_\_\_\_\_), son of \_\_\_\_\_, residing at \_\_\_\_\_, P.O. \_\_\_\_\_, P.S. \_\_\_\_\_, PIN- \_\_\_\_\_, duly authorized vide \_\_\_\_\_ hereinafter referred to as the "**Allottee**" / "**Sub-Lessee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) of the **OTHER PART**.

**[OR]**

[If the Allottee is an Individual]

Mr./Ms. \_\_\_\_\_ (PAN \_\_\_\_\_) (Aadhaar No. \_\_\_\_\_) (Mobile No. \_\_\_\_\_) son/daughter of \_\_\_\_\_, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_, P.O. \_\_\_\_\_, P.S. \_\_\_\_\_, PIN- \_\_\_\_\_, hereinafter called the



"Allottee"/ "Sub-Lessee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **OTHER PART**.

[OR]

[If the Allottee is a HUF]

Mr. \_\_\_\_\_ (PAN \_\_\_\_\_) (Aadhaar No. \_\_\_\_\_) (Mobile No. \_\_\_\_\_) aged about \_\_\_\_\_, son of \_\_\_\_\_, residing at \_\_\_\_\_, P.O. \_\_\_\_\_, P.S. \_\_\_\_\_, Kolkata- \_\_\_\_\_, as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, O. \_\_\_\_\_, P.S. \_\_\_\_\_, Kolkata- \_\_\_\_\_, (PAN \_\_\_\_\_) hereinafter referred to as the "Allottee"/ "Sub-Lessee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said [\*]HUF, and their respective heirs, executors, administrators and permitted assigns) of the **OTHER PART**

The Promoter and the Allottee shall hereinafter collectively be referred to as the "**PARTIES**" and individually as a "**PARTY**".

**WHEREAS:**

A. The Promoter has represented to the Allottee that:

- (i) The Government of West Bengal (hereinafter referred to as the "**Lessor**"), is seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land containing an area of **81.19** acres, more or less, situated in various *Dag Nos.* and *Khatian Nos.* at *Mouza- Dabgram, J.L. No.2, Block - Rajganj, Police Station-New Jalpaiguri (formerly Bhaktinagar), Post Office-Satellite Township, District-Jalpaiguri, PIN-734015, West Bengal* (hereinafter referred to as the "**Total Land**");
- (ii) Bids were invited by the Department of Urban Development, Government of West Bengal acting through West Bengal Housing Infrastructure Development Corporation Limited ("**WBHIDCO**") for development of a theme-based township on the said Total Land by way of a Request for Proposal ("**RFP**") vide RFP No.2946/HIDCO/Plng/656(A)/2015 dated 17 August 2017. The theme for the proposed township has been designated as "Health and Knowledge" with a focus on "provision for senior citizens". The proposed township shall be known as '**Utsodhaara: Teesta Township**' ("**Township**");
- (iii) Pursuant to the terms and conditions of the RFP, one Ambuja Housing & Urban Infrastructure Company Limited, having its registered office at 'Ecospace Business Park', Block- 4B, 6<sup>th</sup> Floor, Premises No.- IIF/11, Action Area-III-A, P.O. New Town, P.S. New Town, Kolkata – 700160 ("**AHUICL**") was identified as the 'selected bidder' and a Letter of Intent ("**LOI**") dated 4 May 2018 was issued in its favour by WBHIDCO;
- (iv) In terms of the RFP, AHUICL nominated **Ambuja Neotia Teesta Development Private Limited**, the Promoter herein and requested the Lessor through WBHIDCO to accept the Promoter as the Lessee, which would exercise the rights and perform the obligations of AHUICL as referred to in the LOI and to obtain a lease in its favour from



the Lessor upon payment of the entire financial bid in terms of the RFP, being the premium reserved for grant of such lease;

- (v) In pursuance of the terms of the RFP and the LOI, by a Deed of Lease dated 24 June 2020, registered with the Additional Registrar of Assurances-I, Kolkata in Book No. 1, Volume No. 1901-2020, Pages 86932 to 87153, being Deed No. 190101800, for the year 2020, the Lessor has granted a lease of the Total Land ("Head Lease") for a period of 99 (ninety nine) years from the date of the Head Lease and handed over the vacant and peaceful possession of the Total Land to the Promoter for the purpose of development of the Township for the consideration and on the terms and conditions as mentioned therein;
- (vi) In accordance with section 46 of the West Bengal Town and Country (Planning and Development) Act, 1979 ("WBT&CP Act") read with rule 7 of the West Bengal Town and Country Planning (Development of Township Project) Rules, 2008 ("WBT&CP Rules"), the Promoter applied to the Siliguri-Jalpaiguri Development Authority ("SJDA"), a Development Authority under the WBT&CP Act for permission to develop the Township on the Total Land;
- (vii) The Township shall be developed in different phases and the phasing has been planned by the Promoter in a manner that each phase of development conforms to the terms of the RFP, LOI and the Head Lease as well as the provisions of the WBT&CP Rules and Township Policy framed under the WBT&CP Act along with other applicable laws. Accordingly, a comprehensive project report in respect of the proposed development of the Township ("**Detailed Project Report**") and a comprehensive development plan highlighting the different development zones of the proposed Township ("**Master Plan**") for the Township were submitted with the SJDA for its approval;
- (viii) By a Memo No. 1276/III/Plg/854/14/P-I/SJDA, dated 7 October 2020, SJDA granted to the Promoter its permission and issued the Land Use Compatibility Certificate (LUCC) to develop the Township in accordance with the Master Plan and Detailed Project Report submitted to them for the scheme of development of the Township ("**First Approved Master Plan**");
- (ix) By another Memo No. 1900/III/Plg/854/14/P-II, dated 29<sup>th</sup> January, 2021, SJDA permitted revision of the earlier land demarcation plan, subject to the conditions as mentioned in the LUCC mentioned above;
- (x) Subsequently, by Memo No. 1248/III/Plg/854/14/Pt-II/SJDA dated 20<sup>th</sup> July 2021 and Memo No. 1422/III/Plg/854/14/P-II/SJDA dated 11<sup>th</sup> August, 2021, SJDA revised further the land demarcation plan subject to the conditions as mentioned in the LUCC ("**Second Approved Master Plan**"). Vide the Second Approved Master Plan certain changes were made in the lay out plan of the Township *inter-alia* earmarking and identifying a cluster of 16 (sixteen) plots in the UIF Zone Land for their development in the Township. The First Approved Master Plan and the Second Approved Master Plan are attached hereto and marked as **Plan- 'A1' & 'A2'** respectively and are hereinafter collectively referred to as the ("**Approved Master Plans**");
- (xi) The Approved Master Plans which include the layout plan of the Township has been designed to create various zones with specific objectives and use in line with the theme of the Township and to cater to different needs of the community residing in



the Township. The various zones of the Township are described in the Approved Master Plans;

- (xii) The Promoter proposes to retain the leasehold rights and interest in 1.511 Acres of land out of the Total Land ("**Retained Land**" depicted in Approved Master Plans hereto and thereon bordered in **RED** colour) leased by the Lessor under the Head Lease comprising Plot No "UIF-5" admeasuring 0.741 Acres within the zone earmarked for development of Urban Infrastructural Facilities ("**UIF**") along with green area designated as "GR-15" admeasuring 0.77 Acres within the zone earmarked for development of Urban Infrastructural Amenities ("**UIA**");
- (xiii) The Promoter may either develop by itself or cause the development of a state-of-the-art social club having commercial, entertainment, indoor and outdoor (open-to-sky) sports facilities ("**Club**") on the Retained Land. It is expressly and unequivocally clarified herein that the proposed Club, if developed on the Retained Land, shall be managed and operated by the Promoter or its nominated agency and facilities proposed to be offered at the Club may be reduced or altered or discontinued partially or fully due to any reason whatsoever, at the sole discretion of the Promoter;
- (xiv) The Township shall be made accessible by the Promoter from the Naukaghata Road at Naukaghata crossing through an entry point ("**Township Existing Entry Point**" as depicted in Approved Master Plans hereto and thereon marked in **YELLOW** colour). The Promoter may also, at its sole discretion, explore avenues to arrange for an additional entry point to the Township from the Asian Highway "AH-02" through a small stretch of land which is presently owned by the SJDA ("**Township Alternate Entry Point**" as depicted in **Approved Master Plans** hereto and thereon marked in **BROWN** color), subject to the acquisition of right in respect of the required land from the SJDA and the necessary approvals being granted by the Asian Highway Authority and other concerned authorities in this regard;
- (xv) As per the Approved Master Plans, the total land area earmarked/reserved for construction/development of the Residential Zone, (being one of the several zones proposed to be developed in the Township as per the Approved Master Plans) is 27.10 Acres. This is approximately 33.38 % (Thirty three point three eight percent) of the Total Land and depicted in **Plan-'A1' & 'A2'** hereto and thereon bordered in **BLUE** colour ("**Residential Zone Land**"). The Residential Zone Land will comprise of –(i) clusters of developed plots of different shapes and sizes to be allotted for construction thereupon of independent bungalows by the allottees on an earmarked area of land measuring 13.12 Acres, (ii) Group Housing with residential apartments on two earmarked plots of land measuring 4.63 Acres ("**Higher Income Group (HIG) Land Cluster**"), (iii) Economically Weaker Section (**EWS**) Group Housing with residential apartments therein on an earmarked area of land measuring 4.87 Acres and (iv) clusters of developed plots of different shapes and sizes/constructed midrise buildings/row houses/independent bungalows on one or combination of plots on an earmarked area of land measuring 4.48 Acres;
- (xvi) The Promoter will develop and construct the Group Housing with residential HIG apartments on the HIG Land Cluster in a phase-wise manner. These residential HIG apartments shall be sub-leased by the Promoter to the prospective allottees strictly in accordance with the terms of the RFP, LOI, Head Lease, Approved Master Plans as well as the provisions of the WBT&CP Rules and Township Policy framed under the WBT&CP Act along with other applicable laws.



- B. Out of the HIG Land Cluster, a clearly demarcated land area of **3.634** Acres (equivalent to **14705.69** square meter) contained in R.S. *Dag* No(s). 51(P), 52(P), 53(P), 214(P), 215(P), 51/216, 51/217(P), 51/218(P), 220(P) and 222(P), R.S. Sheet No. 17, recorded in R.S. *Khatian* No. 1831 and corresponding to L.R.*Dag* No(s). 71(P), 73(P), 74(P), 75(P), 81(P), 82(P), 83(P), 91(P) and 95(P), L.R. Sheet No. 193, recorded in L.R.*Khatian* No. 420, at *Mouza* Dabgram, J.L. No. 2, Block-Rajganj, New Jalpaiguri, Police Station-New Jalpaiguri (formerly Bhaktinagar), Post Office-Satellite Township, District-Jalpaiguri, PIN-734015, West Bengal ("**Project Land**") more fully described in **Part-"I"** of **Schedule-"A"** herein shown & depicted in **Plan-"B"** hereto and thereon bordered in **BLUE** colour, has been identified by the Promoter to construct and develop a residential project, christened as "**Utsodhaara Residencia-I**" ("**Project**"), comprising of 6 (six) wings/blocks, each having Basement + Ground + thirteen floors, wherein Wing/Block No. 1 (Prathama) Wing/Block No. 2 (Dwitiya) Wing/Block No. 3 (Tritiya) Wing/Block No. 4 (Chaturthi) and Wing/Block No. 5 (Panchami) consist of 52 apartments each and Wing/Block No. 6 (Sasthi) consists of 50 Apartments. At the basement, ground and First Floor all the 6 wings/blocks are connected. The entire cluster of 6 wings/blocks shall be treated as a separated real estate project for the purpose of the Real Estate (Regulation and Development) Act, 2016 (**Act**).
- C. The Promoter will develop a residents' activity center (**RAC**) with facilities spread across the Ground Floor of Wing/Block No. 1 (Prathama), First Floor of Wing/Block No. 6 (Sasthi) and also on the podium (at first floor level) connecting Wing/Block No. 1 (Prathama) and Wing/Block No. 6 (Sasthi). The RAC would be christened as "**ZEST**". The RAC would be a part of the Project Common Areas and Facilities of the Project.
- D. The remaining portion of the Total Land after excluding the Project Land (hereinafter referred to as the "**Adjoining Property**" which includes the Retained Land) is excluded from the purview and ambit of these presents and shall continue to be held and possessed by the Promoter solely exclusively and absolutely with right to use, enjoy and develop as the Promoter may deem fit and proper in its absolute discretion, and the Allottee shall not have any claim, ownership, share, right, title, interest whatsoever or howsoever therein nor any claim or demand with regard thereto nor object to development of the same. It is expressly agreed understood and clarified that both the Project Land and the Adjoining Property are and shall always remain independent and separate properties, notwithstanding the fact that the Approved Master Plans and layout plan has been sanctioned for both the properties. Accordingly, the lease hold rights of the allottees / sub-lessees of apartments will have lease hold interest in the respective apartments along with proportionate lease hold interest appertaining to their apartment in the Project Land only.
- E. The Promoter has obtained the final layout plan for the Project from SJDA. The Promoter agrees and undertakes that it shall not make any changes to these layout plans of the Project except in strict compliance with Section 14 of the Act and other laws as applicable.
- F. The SJDA vide approval dated \_\_\_\_\_ has granted the commencement certificate to develop the Township, which approval also is applicable to the Project.
- G. The Promoter has registered the Project as a separate Project under the provisions of the Act with the West Bengal Real Estate (Regulation and Development) Authority ("**Authority**") at Kolkata on 10-10-2023 under Registration No. WBRERA/P/JAL/2023/000634.
- H. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title, and interest of the Promoter regarding the Project Land on which Project is to be constructed have been completed.



- I. The Allottee had applied for the sub-lease of an Apartment in the Project, vide Application No. \_\_\_\_\_, dated \_\_\_\_\_ and has been allotted the Apartment bearing No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ Square Meter (equivalent to \_\_\_\_\_ Square Feet) along with an exclusive Balcony Area of \_\_\_\_\_ Square Meter (equivalent to \_\_\_\_\_ Square Feet) more or less, appurtenant to the carpet area [ corresponding to a built up area of \_\_\_\_\_ sq. mt. ( \_\_\_\_\_ sq. ft.) and corresponding to a super built-up area of \_\_\_\_\_ Square Meter (equivalent to \_\_\_\_\_ Square Feet), more or less], Type \_\_\_\_\_, altogether located on \_\_\_\_\_ floor in Wing/Block No. \_\_\_\_\_ ( \_\_\_\_\_ ) within the Project **TOGETHER WITH** exclusive right to park vehicle in \_\_\_\_\_ number of \_\_\_\_\_, parking space [each measuring **13.75 Square Meter** (equivalent to **148 Square Feet** more or less)], and exclusive right to park \_\_\_\_\_ ( \_\_\_\_\_ ) Two Wheeler open/Covered parking space [each measuring **2 Square Meter** (equivalent to **21 Square Feet** more or less)], as permissible under the applicable law and defined in para 35.3 (x) below, shall be earmarked, identified and allotted by the Promoter at a later date through issuance of an allotment letter in terms of this Agreement, **TOGETHER WITH** the pro rata undivided, impartible and variable share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act, parts, portions, installation and facilities of the Project in common with the remaining allottees of Project and the Promoter in respect of the unallotted apartments in the Project (hereinafter collectively referred to as the "**Project Common Areas**", and more particularly described in **Part-"I" of Schedule-"D"** hereto) **AND TOGETHER WITH** the irrevocable right to use certain Township level amenities and facilities in common with the remaining allottees of the Project, all other allottees of other project(s) and/or different phases of development in the Adjoining Property within the Township and the Promoter (hereinafter collectively referred to as the "**Shared Common Areas & Facilities/Township Level Common Areas & Facilities**" and more particularly described in **Part-"II" of Schedule-"D"** hereto and depicted in the Approved Master Plans of the Township annexed hereto and marked as **Plan-'A1' & 'A2'**) (hereinafter, collectively, referred to as the "**Apartment**" more particularly described in **Part-"II" of Schedule-"A"** and the **Floor Plan** of the Apartment is described in **Schedule-"B"** and is annexed hereto as **Plan-'C'**).
- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- K. The Parties hereby confirm that they are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- L. 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.
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to grant sub-lease and the Allottee hereby agrees to take sub-lease of the Apartment as specified in paragraph I of the recitals.
- N. The Allottee has caused necessary due diligence and satisfied himself/itself about the rights and interest of the Promoter in respect of the Project Land and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever (save matters expressly mentioned herein) and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith. The Allottee has also



inspected the sanctioned plans, layout plans along with specifications approved by the competent authority for the Township and the Project by the concerned authorities and agrees and covenants not to raise any objection with regard thereto.

**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:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to grant a Sub-Lease to the Allottee and the Allottee hereby agrees to take on Sub-Lease of the Apartment as specified in paragraph I of the recitals;

1.2 The total sub-leasing consideration for the Apartment is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only ("Total Price"), the break-up and description of which is as provided herein below:

Break-up of Total Price	
Part-I (Premium)	
Apartment no. [•] Type [•]	
Particulars	Amounts (Rs.)
Apartment	[•]
<b>Total</b>	<b>[•]</b>
Part-II (Other Charges, Deposits)	
Advance Project Maintenance Charges	[•]
Advance Township Level Maintenance Charges	[•]
Maintenance Security Deposits	[•]
Maintenance Corpus Fund	[•]
RAC Subscription Charges	[•]
RAC Membership Charges	[•]
DG Charges	[•]
Reticulated Gas Charges	[•]
Documentation charges	[•]
<b>Total</b>	<b>[•]</b>
<b>Taxes</b>	
<b>Grand Total Price (Part-I +Part-II + Taxes)</b>	<b>[•]</b>

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
- (ii) The Total Price above includes taxes (consisting of taxes paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be

levied in connection with the development of the Apartment & the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

Provided that, in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification;

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide 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 of the Apartment includes (1) pro-rata share in the Project Common Areas and (2) Shared Common Areas & Facilities/Township Level Common Areas & Facilities and other charges as provided with the Agreement.
  - (v) The Premium in respect of the Apartment includes recovery of sub-leasing consideration of the Apartment, construction of not only the Apartment but also the Project Common Areas, Shared Common Areas & Facilities/ Township Level Common Areas & Facilities, internal development charges, external development charges, taxes, cost of providing up to the Apartment, electrical connectivity, water line and plumbing, drainage, sewerage, sanitation system, solid waste management system (except cost of operating the system for taking the garbage to the garbage compactor and taking it out), installation of street lighting and organized open space, if any, including landscaping in the common areas of the Project, maintenance charges as per Clause 11 etc. and includes cost of all other facilities and amenities, if any, to be provided in the Apartment and the Project and also the Documentation Charges and any other charges/ deposits etc. more particularly mentioned in Clause 1.2 hereinabove.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the SJDA/Competent Authority and/or any other increase in charges and taxes, which may be levied or imposed by SJDA/ Competent Authority or any other authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges/taxes 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.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule- "C"** (hereinafter referred to as the "**PAYMENT PLAN**").
- 1.5 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 6% (Six percent) per annum for the period by which the respective installment has been





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.

- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans, specifications and the nature of fixtures, fitting and amenities described herein **Part-"I"** and **Part-"II"** of **Schedule-"E"** in respect of the Apartment or the Project, as the case may be, without the previous written consent of 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 provisions of the Act.
- 1.7 The Promoter shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the wing/block is complete and the Completion Certificate or Partial Completion Certificate, as the case may be, is granted by the Competent Authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Carpet Area within the defined limit, then the Promoter shall refund the excess money paid by the Allottee within 45 (forty-five) days with annual interest at the rate prescribed in the Rules of the Act, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area, allotted 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 paragraph 1.2 of this Agreement.
- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges that the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall hold, possess, and enjoy the Apartment as a Sub-Lessee under the Promoter for the residual period of the lease commencing on and from the date of grant of sub-lease by way of a registered Sub-Lease Deed pursuant to this Agreement;
  - (ii) The Allottee shall also have irrevocable lease hold interest in the Project Common Areas, which pertains to the Project. Since the interest of Allottee in the Project Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Project Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Project Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate lease hold interest in the Project Common Areas to the Association/Maintenance Agency and the Shared Common Areas & Facilities/ Township Level Common Areas & Facilities to the Notified Agency/Maintenance Company, as may be required under the Head Lease or the laws for the time being in force.
  - (iii) That the computation of the Total Price in respect of the Apartment includes recovery of sub-leasing consideration of the Apartment, construction of the Project Common Areas of the Project, Shared Common Areas & Facilities/Township Level Common Areas & Facilities, internal development



charges, if any, external development charges, taxes, cost of providing up to the Apartment the electrical connectivity, water line and plumbing, drainage, sewerage, sanitation system, solid waste management system, installation of street lights, organized open space, if any, including landscaping in the Project Common Areas of the Project, maintenance charges etc. as per Clause 11 and includes cost of all other facilities and amenities, if any, provided within the Apartment and the Project and any other charges/ deposits etc. more particularly mentioned in Clause 1.2 above .

- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with car parking space, if any, shall be treated as a single indivisible Apartment for all purposes. It is agreed that the Project is an independent, self-contained Project covering a portion of the Project Land on which the Project is being developed 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 project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the Project's common facilities and amenities shall be available for use and enjoyment of the Allottees of the Project, in the manner set-out in paragraph I of the recitals above of the Agreement and nothing herein contain shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the Adjoining Property, the Approved Master Plans and the additions or alterations thereof.
- 1.10 It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project, namely **Utsodhaara Residencia-I**, 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.
- 1.11 The Promoter agrees to pay all outgoing before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other 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 outgoing collected by it from all Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the Apartment, to pay such outgoing 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.
- 1.12 The Allottee has paid a sum of Rs. \_\_\_\_\_ (**Rupees** \_\_\_\_\_ ) only as booking amount being part payment towards the Total Price of the Apartment at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the balance of the Total Price of the Apartment as prescribed in the Payment Plan mentioned in **Schedule-"C"** as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount which is payable, he/she/it shall be liable to pay interest at the rate of prevailing SBI -1 year MCLR +2% or as per the Rules.



2. **MODE OF PAYMENT:**

Subject to the terms of this Agreement and Promoter abiding by the construction milestones, the Allottee shall make all payments, on a written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan described in **Schedule-“C”** through A/c Payee cheque/demand draft or online payment (as applicable) in favour of “**UTSODHAARA RESIDENCIA -1 - COLLECTION ACCOUNT**” payable at Kolkata\_

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

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s)/ modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement, 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 statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on its/his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, it/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 Promoter accepts no responsibility in regard. The Allottee shall keep the Promoter 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 Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her/it under any head(s) of dues against lawful outstanding, 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 Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the Apartment to the Allottee and the Project Common Areas to the Association/Maintenance Agency, as the case may be, after receiving the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called and issued by the competent authority for the Project. Similarly, the Allottee shall make timely payment of installment and other dues payable by him/her and



meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Scheduled-"C"("Payment Plan")**.

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

The Allottee has seen the proposed Approved Master Plans of the Township including of the Project comprising of the Apartment and proposed, specifications, amenities and facilities in respect of the Apartment and accepted the payment plan and the specifications, amenities and facilities (annexed along with this Agreement) which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said Approved Master Plans, layout plans of the Project, floor plans of the Project, specifications, amenities and facilities in the Project and the Apartment. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plan approved by the SJDA and shall also strictly abide by the provisions of West Bengal Town and Country Planning (Development of Township Projects) Act/Rules, 2008 and shall not have an option to make any variation/alteration/modification in the plans of Project, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE APARTMENT:**

7.1 **Schedule for possession of the Apartment:**

The Promoter agrees and understands that timely delivery of the possession of the Apartment to the Allottee is the essence of the Agreement. The Promoter based on the Approved Master Plans, sanctioned plans of the Project and specifications assured to handover possession of the Apartment on **31-12-2028**, unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting regular development of the Project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to extension of time for the delivery of possession of the Apartment.

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 become impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from allotment within 45 (forty-five) days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligation and liabilities under this Agreement.

7.2 **Procedure for taking possession:** The Promoter upon obtaining the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called and issued by the competent authority for the Project shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees(s) to pay the maintenance charges both in respect of the Project Common Areas and the



Shared Common Areas & Facilities/ Township Level Common Areas & Facilities as determined by the Promoter/ Association/ Maintenance Agency/Notified Agency/Maintenance Company, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 60 days of the receiving the Occupancy Certificate or Completion Certificate or Partial Occupancy Certificate or Partial Completion Certificate, as the case may be, of the Project.

**7.3 Failure of Allottee to take possession of the Apartment:** Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment 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 specified in Clause 7.2 and all other outgoings, v.i.z. applicable taxes, cesses etc. in respect of the Apartment and proportionately towards the Project Common Areas and Shared Common Areas & Facilities/Township Level Common Areas & Facilities as mentioned In this Agreement.

**7.4 Possession by the Allottee:**

After obtaining the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called and issued by the competent authority for the Project and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to handover necessary documents and plans, including Project Common Areas to the Association as per 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 Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment ("**Cancellation Charges**") and the applicable G.S.T. payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation.

**7.6 Compensation:**

The Promoter shall compensate the allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment(i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on 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 him in respect of the Apartment, with interest at the rate prescribed in the Rules



within 45 (forty-five) days including compensation in the manner as provided under the Act.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

Subject to disclosure in **Schedule-"F"**, the Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter has marketable leasehold right with respect to the Project Land; and has requisite rights to carry out development upon the Project Land and absolute, actual physical and legal possession of the Project Land for developing the Project;
- (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 Project Land and the Project;
- (iv) There are no litigations pending before any Court of law with respect to the Project Land or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and the Apartment and the Project Common Areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the sub-leasehold interest of the Allottee agreed to be created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sub-lease and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project Land and the Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from transferring by way of sub-lease the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Sub-Lease Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Project Common Areas to the Association.
- (x) The Project Land is not the subject 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 Project Land.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all Government dues, rates, charges and taxes and other moneys, levies, impositions, premiums, damages and/or penalties and other outgoings whatsoever payable with respect to



the Project to the Authority till Occupancy Certificate or Completion Certificate or such other certificate by whatever name called and issued by the competent authority.

- (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 Apartment) has been received by or served upon the Promoter in respect of the Project Land and/or the Project.
- (xiii) The Project land is not Waqf property.

9. **EVENTS OF DEFAULTS AND CONSEQUENCES:**

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) The Promoter fails to provide ready to handover possession of the Apartment to the Allottee within the time period specified in Clause 7.1. For the purpose of this Clause, 'ready to handover possession' shall mean that the Apartment shall be in habitable condition, which is complete in all respect;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by the Promoter under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the development of the Apartment as agreed and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the sub-lease of the Apartment along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice.

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

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount as the rate prescribed in the Rules;



- (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 Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to it by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. **DEED OF SUB-LEASE OF THE APARTMENT:**

The Promoter, on receipt of Total Price of the Apartment as mentioned in 1.2 above from the Allottee, shall execute a Deed of Sub-Lease and transfer to the Allottee the leasehold right and interest by way of sub-lease of the Apartment together with proportionate indivisible leasehold interest in the Project Common Areas and the irrevocable right to use in the Shared Common Areas Facilities/Township Level Common Areas & Facilities within 3 months from the date of issuance of Occupancy Certificate or Completion Certificate or such other certificate by whatever name called and issued by the competent authority for the Project, to the Allottee:

However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. 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 authority(ies).

11. **MAINTENANCE OF THE WINGS/BLOCKS/APATMENT/PROJECT/TOWNSHIP:**

- 11.1 **MAINTENANCE OF THE PROJECT COMMON AREAS:** The Project Common Areas shall be handed over to the association upon it's formation by the allottees of the Project (the "Association"). It is incumbent on the allottees to complete the formalities of becoming members of Association and also to comply with the Rules And Byelaws of the Association. The Allottee, when called upon to do so by the Promoter, shall execute the necessary declaration in Form-A, for submission of the Project to the provisions of the West Bengal Apartment Ownership Act, 1972 to enable the formation of the Association, either by himself, or through a power of attorney holder. The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of the allottees of this Project.

The Allottee, will be liable to bear and pay necessary maintenance charges inclusive of applicable taxes for maintenance of the Project Common Areas ("**Project Maintenance Charges**"). The cost of such Project Maintenance Charges for a period of 1 (one) Year from the date of possession of the Apartment ("**Interim Maintenance Period**") has been included in the Total Price of the Apartment ("**Advance Project Maintenance Charges**").

**RAC Membership Fee & Subscription Charges:** The Allottee, will also be liable to bear and pay one time nonrefundable RAC Membership Charge and will regularly pay the RAC Subscription Charges (both with applicable taxes) to the Promoter in the manner as described herein.

The RAC will form part of the Project Common Areas and Facilities of the Project and will be handed over to the Association in due course.





So long as the RAC is not taken over by the Association (within the Interim Maintenance Period or any extension thereof), the Promoter shall manage and maintain the RAC.

All the allottees of the residential apartments of the Project will be a member of the RAC. The charges payable by the Allottee for becoming a member of the RAC has been included in the Total Price.

One membership of the RAC will entitle four persons of the same family to use RAC facilities. These four persons should be residing in the apartment.

*The tenant/lessee/licensee of the allottees may use the RAC facilities on written confirmation of the allottee as their tenant/lessee/licensee.*

*The RAC Membership Charge and subscription charges for members is as follows:*

Description	Amount (Rs.)	Payment Schedule
One time Membership Charge	2,00,000/-	On or before possession of the Apartment
Monthly Subscription (Per Membership)	1000/-	From the date of commencement of RAC operations

- *This amount is on the basis of costs as are applicable and computed on the date of these presents and shall at all times be subject to revision from time to time.*

The allottees under the category of a Body Corporate or a Partnership firm or a HUF or any other Association of Persons will be required to nominate the occupier of their allotted apartments as the member of the RAC.

Detailed terms and conditions of the RAC membership, different charges and rules and regulations governing the usage of the RAC will be formulated in due course and circulated to all the members and the same will be binding on all the members.

In case the Apartment is transferred by the Allottee, the membership of the RAC will automatically stand transferred to the transferee of the Apartment and the transferor and will automatically cease to be member of the RAC.

The Rules/ Bye Laws to regulate the use and maintenance of the Project Common Areas and Facilities, including that of the RAC shall, during the Interim Maintenance Period and the extended interim maintenance period, if any, be framed by the Promoter with such restrictions as may be necessary for proper maintenance and such rules/bye-laws shall always be framed subject to the following restrictions:

- Air Conditioning:** The route of refrigerant pipe from outdoor unit to indoor unit has been specified for each apartment and accordingly the holes would be left in specific location for taking the refrigerant pipes. The said holes and routes are to be used while installing the AC system. The route for AC drainage pipes from specified location of the indoor units would also be specified and the same needs to be followed strictly. The outdoor units of the ACs are strictly to be installed in the designated space in a professional manner so that it will not adversely impact the project aesthetically. Installation of window AC is not allowed in the apartments.
- Balconies/Terrace:** Drying of clothes etc. is not advisable in the Main balcony to maintain the aesthetics of the Wing/Block(s). Drying of clothes or hanging etc. will not be



permitted in any manner in which it would be visible from the open areas of the Project. The balconies in the Apartment will always remain to be balcony and no glazing/grill/cover will be permitted in the balconies so as to enclose the space or to disturb the aesthetics of the Project. No interference to the elevation/ façade, corridors and other common areas of the Project will be permitted. The design intent of the architects will be required to be maintained by the allottees.

After the Project Common Areas and Facilities of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

#### 11.2 MAINTENANCE OF THE SHARED COMMON AREAS & FACILITIES/TOWNSHIP LEVEL COMMON AREAS & FACILITIES:

The Shared Common Areas & Facilities/Township Level Common Areas & Facilities will be handed over to the agency to be notified by the Lessor in terms of the Head Lease "**Notified Agency**", (which will be construed as the "Competent Authority" as per the Act). The Promoter will also be responsible to maintain the Shared Common Areas & Facilities/Township Level Common Areas & Facilities till taking over of the same by the Notified Agency as required under the Law and the Head Lease or through a company which is formed with such purpose and specialized in such maintenance works (hereinbefore and hereinafter referred to as the "**Maintenance Company**").

The Allottee, will be liable to bear and pay necessary maintenance charges inclusive of applicable taxes for maintenance of the Shared Common Areas & Facilities/Township Level Common Areas & Facilities ("**Township Level Maintenance Charges**"). The cost of such Township Level Maintenance Charges for the Interim Maintenance Period has been included in the Total Price of the Apartment ("**Advance Township Level Maintenance Charges**").

The Project Maintenance Charges & Township Level Maintenance Charges will collectively be referred to as the "**Maintenance Charges**". The Advance Project Maintenance Charges and the Advance Township Level Maintenance Charges are part of the Total Price as detailed in clause 1.2 above.

For the purpose of the above-mentioned clause, the expression "Township Level Maintenance Charges shall mean 10% of the Maintenance Charge.

It is clarified herein that, if required, a separate agreement/s will be entered into by and between the parties containing the exhaustive terms and conditions to regulate the upkeep, security, maintenance and management of the Shared Common Areas & Facilities/Township Level Common Areas & Facilities. Such agreement/s, if executed by the Parties herein in pursuance of the terms of this Agreement, shall always be construed as an integral part of this Agreement.

It is also clarified that the Project Maintenance Charges and the Township Level Maintenance Charges are liable to increase from time to time by the Promoter/Association/Maintenance Agency/ Notified Agency/ Maintenance Company, as the case may be.

It is further clarified that so long as the maintenance of the Project Common Areas and the Shared Common Areas & Facilities/Township Level Common Areas & Facilities are not handed over to the Association/Notified Agency, as the case may be, the maintenance activities will be operated by the Promoter or through its nominee/Maintenance Agency/Maintenance



Company, as the case may be, on a "cost plus" basis to ensure a reasonable return for the effort to be made in respect of the maintenance of the Project Common Areas and the Shared Common Areas & Facilities/Township Level Common Areas & Facilities.

The Advance Project Maintenance Charges although forming part of the Total Price of the Apartment, shall be collected by the Promoter solely for the purpose of upkeep, security, management and maintenance of the Project Common Areas hereunder and all other installations thereat intended for common use, and providing and maintaining the essential services, on reasonable charges through the Promoter or any maintenance agency nominated/ appointed by the Promoter (hereinbefore and hereinafter referred to as the "**Maintenance Agency**"). The Promoter shall also maintain the Shared Common Areas & Facilities/Township Level Common Areas & Facilities till the taking over of the maintenance of the same by the Notified Agency, in terms of this Agreement and the Head Lease or through Maintenance Company as proposed above.

Simultaneously with the taking over of the maintenance of the Project Common Areas by the Association and Shared Common Areas & Facilities/Township Level Common Areas & Facilities by the Notified Agency, the Promoter shall handover the prorata period based unused advance Maintenance Charges, to the Association and the Notified Agency respectively, subject to appropriate deductions as provided under this Agreement and accounted thereof.

In terms of the stipulations contained in the Head Lease, the Promoter shall inform the Notified Agency and the Notified Agency shall take over the management and maintenance of the Shared Common Areas & Facilities/Township Level Common Areas & Facilities. It is hereby clarified that if no such Notified Agency is declared by the Lessor in terms of the Head Lease upon completion of the Township, the Promoter shall be fully entitled to handover the Shared Common Areas & Facilities/Township Level Common Areas & Facilities to the Maintenance Company or may handover the same to the competent authority under the Act. It is also clarified that if no Association as per applicable law is formed in respect of the Project Common Areas, then, and in that event the Promoter either through itself or it's nominated agency/Maintenance Agency continue to maintain the Project Common Areas subject to the Allottee paying the Maintenance Charges at the rate and the terms and conditions as may be decided by the Promoter or it's nominated agency at their sole discretion.

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Project Common Areas and the Shared Common Areas & Facilities/ Township Level Common Ares & Facilities are contained in Clause 35 under Additional Terms and all the Allottees of Apartments shall be bound and obliged to comply with the same.

### 11.3 MAINTENANCE SECURITY DEPOSITS:

The Allottee, on or before possession, shall deposit an amount equivalent to 2 (two) year's Maintenance Charges (the "**Maintenance Security Deposit**") which amount will be a part of the Total Price of the Apartment as mentioned in Clause 1.2 herein above. All tax liabilities on account of the Maintenance Security Deposit shall be borne by the Allottee. At the time of taking over of management and maintenance of the Project Common Areas & Shared Common Areas & Facilities/ Township Level Common Areas & Facilities by the Association/Maintenance Agency/Notified Agency/Maintenance Company, as the case may be, the same shall be handed over by the Promoter to the Association/Maintenance Agency/ Notified Agency/Maintenance Company, as the case may be, in such manner so that 10% of the same will be handed over to the Maintenance Agency/Notified Agency/Maintenance Company, as the case may be.



The Promoter reserves the right to utilize this deposit to adjust any recoverable dues from the Allottee. The deposit after adjustment/ recovery of dues will be transferred/ handed over by the Promoter (without interest) to the Association/Maintenance Agency/Notified Agency/Maintenance Company, as the case may be, at the time of handing over the maintenance and management of the Project & Township to the Association/Maintenance Agency/Notified Agency/Maintenance Company, as the case may be. **PROVIDED HOWEVER**, prior to handing over the Maintenance Security Deposit to the Association/Maintenance Agency/Notified Agency/Maintenance Company, as the case may be, the Promoter shall be fully entitled and the Allottee hereby authorize the Promoter to deduct any/all amount of expenditure made by it towards the management, maintenance, upkeep and security of the Project Common Areas & Shared Common Areas & Facilities/ Township Level Common Areas & Facilities out of the deposits as well as the non-receipt of the Maintenance Charge from the Allottee and the Promoter shall be liable to give due account of such deduction to the Association/Maintenance Agency/Notified Agency/Maintenance Company.

The Rules/ Bye Laws to regulate the use and maintenance of the Project Common Areas and the Shared Common Areas & Facilities/ Township Level Common Areas & Facilities shall during the Interim Maintenance Period, be framed by the Promoter/Maintenance Agency/ Maintenance Company with such restrictions and stipulations as may be necessary for proper upkeep, security, management, maintenance and general administration of the Project as well as the Township.

Failure to pay Maintenance Charges after expiry of the Interim Maintenance Period, within due dates may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services to the Allottees and will make the Allottees liable to pay interest at 15% (fifteen percent) per annum on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

- 11.4 **Maintenance Corpus Fund:** Before taking over the possession of the Apartment, the Allottee agrees to pay the Promoter an amount for creation of maintenance corpus/ sinking fund for, among others, major repairs, renovation and/or reconstruction of the Project Common Areas and Shared Common Areas & Facilities/ Township Level Common Areas & Facilities ("**Maintenance Corpus/Sinking Fund**") which has been included in the Total Price of the Apartment herein. All tax liabilities on account of Maintenance Corpus/Sinking Fund have to be borne by the Allottee. The Maintenance Corpus/Sinking Fund shall be held, invested in and applied by the Promoter as a trustee of the allottees of the Project without requiring express consent or approval. This Maintenance Corpus/Sinking Fund together with interest which will be calculated on the basis of prevailing general interest rate on fixed deposits of 3 (three) years tenure offered by SBI (excluding any special rate) and the same (net of Income Tax) will be handed over to the Project Association and the Federation proportionately at the time of taking over maintenance and management of the Shared Common Areas & Facilities/ Township Level Common Areas & Facilities by the Notified Agency, subject to adjustment/recovery of any expenses incurred by the Promoter on account of major repairs, renovation and/or reconstruction of any of the Project Common Areas and Shared Common Areas & Facilities/ Township Level Common Areas & Facilities. The Allottee will be required to replenish their contribution towards Maintenance Corpus/Sinking Fund on receipt of any utilization of the Maintenance Corpus/Sinking Fund towards major repair, maintenance and replacement of infrastructure facilities including but not limited to STP (serving entire Township), Lift(s), transformer(s), DG Set(s) and façade/super structure of the wing(s)/block(s) in the Project.



#### 11.5 ELECTRICITY SUPPLY/DG BACK-UP:

In case West Bengal State Electricity Distribution Company Limited (WBSEDCL) any other electricity supply agency decides not to provide individual meters to the allottees and make provision for a High-Tension supply or Bulk supply, the Promoter shall provide sub-meters to the allottees upon payment by them of the proportionate Security Deposit payable to WBSEDCL/ any other electricity supply agency for such connection. The exact amount payable will be intimated to the allottees at an appropriate time before possession. This Security Deposit would be subject to revision and replenishment as may be so decided by WBSEDCL/ any other electricity supply agency from time to time and the allottees shall, at all times, be liable to proportionately pay such revision/ replenishment to WBSEDCL/ any other electricity supply agency, as per the norms of WBSEDCL/ any other electricity supply agency. In such a case the Allottee may be required to enter into a separate agreement with the Promoter for supply of electricity through sub meters.

#### 11.6 DIESEL GENERATOR POWER BACKUP:

Provision will be made for the installation of Diesel Generator ("DG") for power backup to run the basic facilities at the Project.

In addition to that, DG back up facility will also made available for every apartment. The allocated DG load and charges which will be payable by the Allottee on or before possession of their Apartment are included in the Total Price.

In case the Allottee requires additional DG power load in their Apartment, they should indicate their requirement in the Application Form. The extra DG power load shall be allotted upon availability and in multiples of 1 KW@Rs.40,000/- per KW.

The Allottees will be required to pay DG usage charges on the basis of a suitable mechanism as shall be devised by the Promoter/the Association, as the case may be.

11.7 **Telecom Connectivity:** The Promoter shall, provide connectivity of telecom/ high speed broadband/ other similar telecom and IT facilities to the Project and/or may enter into agreement /contract (on such terms and conditions and for such period as the Promoter shall decide) with service providers of its choice for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Promoter within the Project and which would be declared to be common facilities by the Promoter. These contracts/ agreements, if any, entered into by the Promoter shall be continued for the period of validity of these contracts/ agreements by the Association, who will take over the maintenance and management of Project Common Areas & Facilities of the Project and thereafter, it may be renewed on terms and conditions as may be decided by the Association.

11.8 **Reticulated Gas Supply:** Provision will be made for reticulated gas supply in the Project. The facility may be used by the Allottee on "pay by use" basis. The Allottee will be required to pay an amount for making provision of this facility in the Project and in the Apartment as well. The onetime payment for installing provision of this facility will be paid by the Allottee as and when demanded by the Promoter. The facility may be outsourced by the Promoter to some external agency/vendor. The initial agreement and/or terms and conditions for running the facility shall be entered into between the Promoter and the agency/vendor. After formation of Association of Project, the terms & condition of running the facility will be in the manner as may be decided by the Association and the agency/vendor. In case, however, the Association is formed before



expiry of the initial agreement, the Association shall honour the initial terms & conditions till the expiry of the agreement.

- 11.9 **Documentation:** The Allottee will be required to pay to the Promoter the charges for documentation equivalent to 0.5% of the Premium of the Apartment. The Documentation Charges will be part of the Total Price as mentioned in Clause 1.2 hereinabove.

12. **DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, 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.

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

The Allottee hereby agrees to take the Apartment on the specific understanding that his/her right to the use of Project Common Areas shall be subject to timely payment of maintenance charges, as determined by the Promoter or the Association, as the case may be 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 APARTMENT FOR REPAIRS:**

The Promoter/Maintenance Company/Notified Agency shall have rights of unrestricted access of all Project Common Areas of the Project for providing necessary maintenance services and the Allottee agrees to permit the Promoter and/or Maintenance Company and/or Notified Agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. **USAGE:**

**Use of Basement and Service Areas:** The basement & service areas, if any, as located within the Project, shall be earmarked for purposes such as parking, water tanks, pumps rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association/Maintenance Company/Promoter for rendering maintenance services.

16. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 16.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost in good repair and condition and shall not do or suffer to be done anything in or to the Apartment, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the



Apartment, its walls and partitions, sewers, drains, pipes and any other 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. 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 of the Apartment or anywhere on the exterior of the Project, wings/blocks therein or Project Common Areas of the Project. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages of the Project.

16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Allottee is entering into this Agreement for the allotment of the Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Apartment and/or Project. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/ her own cost.

18. **ADDITIONAL CONSTRUCTION:**

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

19. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement, they shall not mortgage or create a charge on the Apartment, 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 such Apartment.

20. **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/ regulations as applicable in the State of West Bengal.

21. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter 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 Sub-Registrar/Registrar of Assurance, West Bengal as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter 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, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without 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 understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Apartment.

23. **RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties.

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 Apartment and the Project shall equally be applicable to and enforceable against any subsequent Allottee/s, in case of a transfer, the said obligations go along with the Apartment for all intents and purposes.

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

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making 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 Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

25.2 Failure on the part of the Promoter 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 the 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 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 Apartment bears to the total carpet area of the Project Land.

28. **FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this 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 the Promoter through their authorised signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at [• \_\_\_\_]

30. **NOTICES:**

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

Allottee:

[•] Name of the Allottee,  
[•] [Allottee Address]

Promoter:

M/s Ambuja Neotia Teesta Development Pvt. Ltd.  
Ground Floor, Block - 4B, Ecospace Business Park,  
Action Area-III A, New Town,  
Kolkata-700160.

It shall be duty of the Allottee and the Promoter to inform each other 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 the Promoter or the Allottee, as the case may be.

It is further clarified that the abovementioned registered E-mail ID shall be deemed as mode of communication in respect of the said Apartment.

31. **JOINT ALLOTTEES:**



That in case there are joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her/it which shall for all intents and purposes to consider as properly served on all the Allottees.

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 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 through the adjudicating officer appointed under the Act.

34. **ADDITIONAL TERMS:**

*The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.*

34.1 **RESTRICTIONS ON ALIENATION:**

The Allottee may assign this agreement any time after 12 (twelve) months from the date of allotment) but before the Notice For Possession, subject to the following conditions

- i) The profile of the assignee is accepted by the Promoter.
- ii) An assignment fee equivalent to 3% (three percent) of the Sub Lease Premium together with applicable taxes, if any, payable thereon has been paid to the Promoter. The Promoter shall consent to such assignment only upon being paid the fee / charge as aforesaid;
- iii) All amounts agreed to be payable by the allottee(s) intending to assign this Agreement has already been paid to the Promoter;
- iv) Any such assignment or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Allottee to be observed fulfilled and performed;
- v) All stamp duty and registration charges, legal fees and other charges and outgoings as maybe occasioned due to aforesaid transfer / nomination / assignment/alienation shall be payable by the Allottee or its transferee.

- 34.2 In relation to Clause 2 of the Agreement, it is hereby clarified that the Allottee shall, save and except, the cost of the Apartment and the Parking Space(s), make all payments towards the various charges, deposits, sinking fund and taxes (including GST or cess levied thereon) comprised in the Total Price through A/c Payee cheque/demand draft or online payment (as applicable) in favour of "UTSODHAARA RESIDENCIA-1-PASSTHROUGH ACCOUNT" payable at Kolkata.



### 34.3 **DISCLAIMERS AND DISCLOSURES** –

The Promoter has made the following disclosures/disclaimers in respect of the Project and the Allottee has agreed to not make any claims or raise any disputes including any claim under Clause 12 of this Agreement relating to defect liability against the Promoter in respect of the following:

- (i) **Source of water supply:**
  - (a) The source of water supply for the project is the deep borewell which shall provide water having total dissolved solid ('TDS') in range of 1500-2000 ppm varying with season which is compliant with the Bureau of Indian Standards- IS 10500-2012 for domestic usage. It has been agreed and understood by the Allottee that the Promoter cannot further reduce the TDS of the water provided.
  - (b) The Promoter shall install a water treatment plant in the Project to maintain the hardness, iron content, e-coli etc. within the specified acceptable limit as per the BIS IS 10500-2012 standards. However, it is understood by the Allottee that such water treatment plant would not reduce the TDS.
  - (c) The Allottee agrees that he/she may install small RO unit in Apartment at his/her own cost for small quantity of water for purpose of drinking with TDS below 500 ppm.
  - (d) The Allottee further agrees and confirms that he/she shall not be permitted to install large RO system to reduce the TDS of water which is used for other purposes like bathing, cleaning etc. within the Apartment.
- (ii) **Non-provision of car washing facility:** The Allottee has agreed and understood that there is no car washing facility in this Project and that washing of car with any sprinkler system/hose with continuous running water is not permitted in order to restrict wastage of water. The allottees/purchasers/lawful occupants of the Project shall be required to clean their car with moist cloth to prevent wastage of water.
- (iii) **Dual Plumbing System:** The Allottee has agreed and understood that the water used for flushing in the toilet flushes in the Apartment/Project is the treated STP water as per environmental regulations. To ensure compliance with such environmental regulation the Project has been provided with the dual plumbing system one for the domestic water and another for the flushing water.
- (iv) **Storm water drainage:** The Allottee has agreed and understood that although the storm water drainage system inside the campus is adequately designed to discharge the storm water during rain fall. However, these internal storm water drainage systems connect to the municipal storm water drainage system outside. The inadequacy of the municipal storm water drainage system may lead to temporary water logging in the campus and the outside area during rainfall and the Promoter shall not be held responsible for such flooding or water logging in the Project or any part thereof owing to the inadequacy of the municipal drainage system.
- (v) **Tile Flooring & Dado:**



The Allottee has agreed and understood that the Promoter has complied with Indian Standard code IS: 15622 which specify the limits of warpage for grade-I vitrified tiles (with water absorption less than 0.08%) which is proposed to be used in the Project.

The limits specified in the code are as below:

Permissible warpage related to the diagonal calculated from the work sizes and a function of surface area(s) as per IS 15622 is mentioned below:

- (a) D.1. Surface Area  $S \leq 90\text{cm}^2$ :  $\pm 0.8\%$
- (b) D.2. Surface Area  $90\text{ cm}^2 < S \leq 190\text{cm}^2$ :  $\pm 0.4\%$
- (c) D.3. Surface Area  $190\text{ cm}^2 < S \leq 410\text{cm}^2$ :  $\pm 0.3\%$
- (d) D.4.  $S > 410\text{cm}^2$ :  $\pm 0.2\%$

Permissible Warpage related to the diagonal calculated from the work sizes and a function of surface area (S) as per ISO: 13006:

- (a) Dry-pressed ceramic tiles with low water absorption (E)  $\leq 0.5\%$  for Group B1a:
- (b) E.1. Surface Area  $S \leq 90\text{cm}^2$ :  $\pm 1.0\%$
- (c) E.2. Surface Area  $90\text{ cm}^2 < S \leq 190\text{cm}^2$ :  $\pm 0.5\%$
- (d) E.3. Surface Area  $190\text{ cm}^2 < S \leq 410\text{cm}^2$ :  $\pm 0.5\%$
- (e) E.4.  $S > 410\text{cm}^2$ :  $\pm 0.5\%$

In this regard the Allottee has agreed that the edges and corners of the vitrified tiles used in the Apartment/Project may not be in the perfect plane due to warpage. If the variation from plane is within the codal specification mentioned above, in that case it shall not be considered as defect of the tile or workmanship in laying.

**(vi) AAC (Autoclaved Aerated Concrete) Block walls:**

- (a) The promoter shall construct AAC block walls in the course of development of the project which are lighter, environmentally sustainable, better for resisting earthquake and wind force due to lighter load and have better heat insulation property than clay brick.
- (b) The Allottee has agreed and understood that AAC block walls being more sensitive to moisture and temperature movement may develop shrinkage cracks during first few years of laying. These shrinkage cracks are non-structural in nature and have absolutely no adverse effect on the structural stability of the Apartment/Project.
- (c) The Allottee has further agreed and understood that he/she may choose to repair such cracks at their own costs by cutting a 'v' shaped groove on both faces of the wall and then filling such cut with a flexible acrylic putty. Such acrylic flexible putty shall allow movement in the wall without the cracks being visible.

**(vii) Car Parking Space:**



- (a) The standard dimension of one car park in the Project is 148 square feet as per the building norms.
- (b) The Allottee has agreed and understood that car parking spaces will be allotted through a draw of lots. Such draw of lots shall be held through an online process upon completion of the Project and prior to handover of possession of the Apartment. The live telecast link for online drawing of lots shall be shared with the allottees over the registered Email Ids. The parking numbers drawn in the draw of lots will be the final and no request for change of space will be entertained.
- (c) Provision of CCTV are proposed to be placed in the following areas:
  - (i) Elevator Car (Lift) in the Project.
  - (ii) Common Area at ground floor entrance / lobby of Blocks, at entrance of Blocks (security kiosk) and exit stair doorway to the roof of Blocks.
  - (iii) Functional areas like CCTV room, BMS room, maintenance office entrance.

The Promoter shall not provide CCTV to the common corridors and stair exit/ entrance at floor level.

35. **MISCELLANEOUS:**

35.1 **THE ALLOTTEE DOTN HEREBY AGREE WITH THE PROMOTER** as follows:

- (a) To pay applicable annual sub-lease rent plus applicable taxes in respect of the Apartment. This payment of sub-lease rent (post handing over of the Apartment) shall not be withheld under any circumstances, including due to any Force Majeure conditions as defined herein.
- (b) To pay and discharge all existing and future municipal /panchayat rates, taxes, land revenues, assessments, impositions and outgoings, lease rent (including interest, penalties in case of delayed payment, charges, claims etc.) whatsoever which now are or during the term of the sub lease shall be imposed or charged upon the Apartment and which may be assessed, charged or imposed upon either on the Sub Lessor or the Allottee/ Sub Lessee or occupier thereof whether in respect of the Apartment or the Project in accordance with the provisions of relevant laws.
- (c) To observe and perform all laws, rules and regulations which may be required to be observed and performed by it, at its own costs and responsibility, keeping the Promoter saved harmless and indemnified in this regard.
- (d) To keep the Apartment and the Project in a neat and clean manner and hygienic condition free from all sorts of nuisance and not to allow accumulation of any water, waste, dirt or garbage in any part thereof which is or can be at risk to the health of the occupants of the Apartment and the Project or of the nearby properties at any time.
- (e) To use low flow fixtures for saving water.
- (f) To maintain and keep the Apartment and the Project in good and habitable condition.
- (g) To carry out regular maintenance and replacement of fire protection, security, electrical wirings, installations and appliances in the Apartment/Project through the Association formed under the applicable laws.



- (h) To allow the Promoter, its agents and servants, or the representatives of the Association with 24 hours' prior notice (except for emergencies when no such notice would be required) to enter into and upon the Apartment and the Project and all structures thereon and view the state and condition hereof and do the necessary repairs & replacement as may be required.
- (i) To make regular payments for consumption of electricity, water and other services and/or utilities supplied to or obtained for the Apartment and/or proportionately for Project and to keep the Promoter saved harmless and indemnified in this regard.
- (j) To allow any person authorized by the Promoter or the Maintenance agency within the Apartment/Project thereon without any obstruction or hindrance by the Allottee or by any of its men and agents.
- (k) Not to use or allow the Apartment for any illegal or immoral purposes or for any noisy or offensive trade or business.
- (l) Not to bring in or store or allow to be brought in or stored in the Apartment or any part thereof, any hazardous, inflammable, combustible or explosive substance or any hide, skin or other articles likely to injure or damage the Apartment and/or the Project and not do or allow to be done on the wing/block anything that may deteriorate the value of the Project or injure the same in anyway, except in accordance with law.
- (m) Not to allow the Apartment or the Project to be used in a manner which is not in conformity of any of the provisions of this Agreement.
- (n) Not to assign and/or transfer its right or interest in the Apartment or any part thereof (except by way of Sub-Lease, Sub-letting, or any other mode of transfer not amounting to a complete assignment of the Allottee's right, title and interest in the Apartment and/or the wing/block thereon) without previous approval in writing of the Promoter and the Lessor. A transfer or assignment which is restricted hereby, shall also include transfer or assignment by way of amalgamation, re-construction or any other mode or manner by which the lease hold interest of the Allottee is transferred to any other person, without the approval in writing of the Promoter. **Provided However That** the Allottee shall have the right to mortgage or charge its lease hold interest in favour of Scheduled Banks/Financial Institutions. Once such financial facilities are sanctioned, a copy of the Loan Agreement(s) is to be provided by the Allottee to the Promoter.
- (o) At the expiry of the term hereby granted or sooner determination thereof, the Allottee shall make over vacant and peaceful possession of the Apartment to the Promoter together with all wings/blocks and constructions erected thereon, free from all encumbrances, charges, mortgages and without payment of any cost or compensation for the wings/blocks/structures existing at the time of expiry of lease or sooner determination thereof.
- (p) The Adjoining Property including the Retained Land is excluded from the scope, purview and ambit of these presents and shall continue to be held and possessed by the Promoter solely, exclusively and absolutely with the right and interest to enjoy, use and develop in the manner as the Promoter may deem fit and proper in its absolute discretion, and the Allottee shall neither have any share, right, title,



interest of any manner whatsoever or howsoever therein nor have any objection or protest with regard to the nature or time period of development thereof or any claim or demand of any nature whatsoever with regard thereto.

- (q) Both the Project Land and the Adjoining Property are and shall always remain independent and separate properties, notwithstanding the fact that a single Approved Master Plans and layout plan has been sanctioned for both the properties.
- (r) The Allottee expressly agrees to bear and pay the applicable stamp duty, registration fee and other legal charges in relation to the registration of the proposed deed of sub-lease in respect of the Apartment in favour of the Allottee. The Allottee further agrees to additionally bear and pay the proportionate amount of the applicable stamp duty, registration fee and other legal charges in relation to the registration of the proposed deeds of sub-lease for the purposes of separately conveying the Project Common Areas of the Project to the Association and the Shared Common Areas & Facilities/Township Level Common Areas & Facilities of the Township to the Notified Agency as per the terms of the Head Lease or the competent authority under the Act, as may be applicable.
- (s) In addition to what has been agreed in clause 12 above, it is clarified that the Promoter shall handover the possession of the Apartment on completion of the Project to the Allottee by way of issuance of a letter ("**Letter of Handover**") which shall at all times be construed as an integral part of this Agreement.

It is expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving to the Promoter the opportunity to inspect assess and determine the nature of such defect (which inspection Promoter shall be required to complete within 15 days of receipt of the notice from the Allottee), alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in the Clause immediately preceding and the Allottee shall not be entitled to any cost or compensation in respect thereof.

It is further clarified by the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations.

The Allottee further specifically agrees and understands as follows:

The responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from:

- (i) misuse or negligent use;
- (ii) unauthorized modifications or repairs done by the Allottee(s) or its nominee(s)/agent(s);



- (iii) cases of force majeure;
- (iv) failure to maintain the amenities/equipment's and
- (v) accidents.

It is understood further by the parties that the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoter that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartment(s) and the Project Common Areas, Shared Common Areas & Facilities / Township Level Common Areas & Facilities wherever applicable. The Allottee(s) has/have been made aware and the Allottee(s) also expressly agree(s) that the regular wear and tear of the Apartment excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

The Allottee also agrees and confirms that the decision of the Promoter's architect shall be final in deciding whether there is any actual structural defect in the apartments wings/blocks or defective material being used or regarding workmanship, quality or provision of service.

- (t) In addition to what has been agreed in clause 16 above, the Allottee agrees and undertakes that on receipt of possession, the Allottee shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Promoter/association/maintenance agency and without causing any disturbance, to the other Allottee of Apartment in the Wing/Block. The Do's & Don'ts will be shared at the time of handing over possession of the Apartment. Without prejudice to the aforesaid, if the Allottee makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartments or the Wing/Block, the Promoter shall be entitled to call upon the Allottee to rectify the same and to restore the Apartment and/or Wing/Block to its original condition within 30 (thirty) days from the date of intimation by the Promoter in that behalf. If the Allottee does not rectify the breach within the such period of 30 (thirty) days, the Promoter may carry out necessary rectification/restoration to the Apartment or the Wing/Block (on behalf of the Allottee) and all such costs/charges and expenses incurred by the Promoter shall be reimbursed by the Allottee.

**35.2 THE PROMOTER HEREBY AGREES WITH THE ALLOTTEE as follows:**

- (a) The Allottee, paying the said rates and taxes, lease rent and other amounts hereby reserved and observing and performing the terms, conditions and covenants herein contained and on its part to be paid performed and observed, shall hold and enjoy the Apartment during the term of the Sub lease to be created without any interruption, hindrance, disturbance or obstruction by the Promoter or any person claiming through, under or in trust for the Promoter.
- (b) That the Allottee shall, with the prior permission in writing from the Promoter, be entitled sub-lease or otherwise deal with or dispose of Apartment, not amounting to any assignment of entirety of Allottee's interest in the Apartment on terms and conditions not contrary to or inconsistent with the terms of these presents, **PROVIDED HOWEVER** that the Allottee shall be entitled to rent out it's Apartment





and always keep the Promoter saved, harmless and indemnified from and against any losses claims or demands which the Promoter may suffer or be put to by reason of any such renting out .

- (c) The terms and conditions of the sub-lease shall *inter-alia* include the following:
- (i) All amounts payable by the Allottee/Sub-Lessee are meant for the Promoter alone and the Head Lessor shall take no responsibility in this regard.
  - (ii) The Head Lessor shall not be liable in any way to the Allottee/Sub-Lessee for entering into the agreement, for payment of money to the Promoter or on any other head or account whatsoever.
  - (iii) Subject to the terms and conditions as laid down in the Head Lease, the Allottee/Sub-Lessee shall not be entitled to any possessory right or to be given possession of the Project Common Areas and the Shared Common Areas & Facilities/ Township Level Common Areas & Facilities or any part thereof. The Project Common Areas/Shared Common Areas & Facilities/ Township Level Common Areas & Facilities will be managed and maintained by the Promoter/Association/Maintenance Agency/Maintenance Company or the Notified Agency, as the case may be. The Allottee, would pay the applicable charges for maintenance of the Project Common Areas and the Shared Common Areas & Facilities/ Township Level Common Areas & Facilities in the manner as may be advised by the Promoter/Association/Maintenance Agency/Maintenance Company or the Notified Agency, as the case may be. An advance on this account has been paid by the Allottee as part of the Total Price as detailed in Clause 1.2 above. However, if the advance on that account is exhausted/ utilized in maintaining the Project Common Areas and the Shared Common Areas & Facilities/Township Level Common Areas & Facilities, the Allottee would pay the amount as billed to them on reasonable basis.
  - (iv) The terms and conditions not specifically mentioned herein but stipulated in the Head Lease and applicable on the Promoter/Sub Lessor herein mutatis mutandis shall apply to the Allottee/Sub-Lessee. All right, title and interest over the said Apartment/Wing/Block thereon shall after expiry or sooner determination of the Head Lease shall vest in the Head Lessor without any claim or demand for compensation or otherwise by the Allottee.
  - (v) The Allottee agrees and undertakes that the Sub-lease in his favour shall be co-terminus with the Head Lease.
  - (vi) Any violation of the terms and conditions of the Head Lease by the Allottee/Sub-Lessee will entitle termination of the Sub-Lease Deed in his favour.
  - (vii) The Allottee/Sub-Lessee hereby indemnifies the Head Lessor in respect of any claim against the Head Lessor by any Statutory/other Authority or any other party with regard to the violation of the Lease Deed.
  - (viii) The Allottee/Sub-Lessee agrees and undertakes that all the payment obligations of the Allottee/Sub-Lessee including the annual sub-lease rent,



Maintenance Charges, taxes etc. shall not be denied, suspended and/or abated under any circumstances, including in case of occurrence of Force Majeure event unless it is in accordance with the provisions of Section 108 (B) (e) of the Transfer of Property Act, 1872.

- (ix) The Allottee shall be entitled to create a Security Interest in respect of its rights under the sub-lease in favour of Scheduled Banks/Financial Institutions without however in any manner creating or foisting any liability on the Promoter/Head Lessor. The Allottee can mortgage the leasehold interest only (and not the demised land itself) on the Apartment, whether in full or in part. Apart from confirming to such lending institutions that the Allottee would have such right to create a security interest in respect of its rights hereunder including the Sub-Lease Deed(s), the Promoter would have no financial obligation towards the Scheduled Banks/ Financial Institutions. The Allottee shall always keep the Promoter / Lessor saved, harmless and indemnified from and against any losses, claims or demands which the Promoter/Lessor may suffer or be put to by reason of such Security Interest. Once such financial facilities are sanctioned, a copy of the Loan Agreement(s) is to be provided by the Allottee to the Promoter.
- (x) Such other terms and conditions which are customary, including the right of re-entry/termination of the Promoter, and are prescribed in the Sub-Lease Deed.

**35.3 THE PROMOTER AND THE ALLOTTEE HEREBY AGREE AND COVENANT WITH EACH OTHER** as follows:

- (i) That any relaxation and indulgence granted by the Promoter to the Allottee shall not in any way be treated as waiver and prejudice the rights of the Promoter under the Deed of Sub-Lease.
- (ii) That the failure of the Promoter to enforce in any one or more instances, performance of any of the terms covenants and conditions of these presents shall not be construed as a waiver or relinquishment of any right or claim granted or arising here under or of the future performance of any such term condition and covenant and such failure shall not in any way affect the validity of this Agreement for Sub-Lease and/or the Deed of Sub-Lease to be granted or the rights and obligations of the parties hereto. The Allottee agrees that a waiver of any term or provision hereof may only be made by a written instrument of modification of lease executed by both parties hereto.
- (iii) The Project Common Areas, which include the common areas, parts and portions within the Project, are dedicated to the Project and intended for common use and enjoyment by the Allottee in common with the Promoter (for the unallotted apartments) all the other allottees/lawful occupants of other apartments comprised in the Project, and are more fully and particularly described in Part-'I' of Schedule-"D".
- (iv) The allottees of the Project shall be entitled to the irrevocable right to use the Shared Common Areas & Facilities/Township Level Common Areas & Facilities, which due to the scheme of development, design, logistic and operational reasons cannot be segregated and are required to be integrated with the other phases for the benefit



of the allottees of the Project in common with the Promoter (for the unallotted or retained plots/apartments/units/spaces) and the allottees/lawful occupants of the others projects/phases of the Township. It is expressly clarified herein that the Promoter shall be fully entitled to the irrevocable right of use in respect of the Shared Common Areas & Facilities/Township Level Common Areas & Facilities in common with the allottees/lawful occupants of the Project and the allottees/lawful occupants of all other remaining phases of the Township.

- (v) The Allottee expressly understands that the Promoter may either develop by itself or cause the development of a Club on the Retained Land which shall at all times continue to be held and possessed by the Promoter solely, exclusively and absolutely subject to the terms of the Head Lease and shall not be integrated or combined with or form a part of any of the proposed phases/projects to be developed by the Promoter within the Township.
- (vi) The Allottee expressly agrees that the proposed Club may be developed or caused to be developed by the Promoter in such manner, with such facilities and within such period as the Promoter may deem fit and proper in its absolute discretion, to cater to not only the residents of the Township but also the people residing outside the township. The proposed Club, if developed, shall be operated and managed by the Promoter or its nominated agency and facilities proposed to be offered at the Club may be reduced or altered or discontinued partially or fully due to any reason whatsoever, at the sole discretion of the Promoter. The Allottee further understands and agrees that if such Club is developed and launched by the Promoter, the Allottee's membership to such Club shall be governed by the terms of a separate agreement entered by and between the Promoter or its nominated agency and the Allottee and shall be subject to the observance of such rules, regulations and bye-laws and payment of such fees, charges and deposits, as the Promoter or its nominated agency may decide at its sole discretion from time to time. It is hereby clarified that such separate agreement for membership shall not be considered as a part of this Agreement and/or Project in any manner whatsoever.
- (vii) The Allottee expressly understands that while the Township shall be made accessible by the Promoter from the Township Existing Entry Point, the Promoter may also, at its sole discretion, explore avenues to arrange for Township Alternate Entry Point subject to the successful acquisition of rights of the required land from the SJDA and the necessary approvals being granted by the Asian Highway Authority and other concerned authorities in this regard. The Allottee unequivocally agrees that nothing contained in this Agreement shall be construed as a binding obligation on the part of the Promoter to develop of the Township Alternate Entry Point and the Allottee shall neither have any objection or protest with regard to the situation or timing of development thereof nor any claim or demand of any nature whatsoever with regard to the non-development of the same on any grounds whatsoever.
- (viii) **Taxes:** All prices, rates, fees and charges etc. mentioned in this Agreement are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Allottee.
- (ix) **Environmental Clearance Certificate:** The Allottee understands that in case of expansion of Project and/or further development on the Adjoining Land, the Promoter may be required to obtain new/revised/amended environmental clearance



from time to time and the Allottee hereby gives it's consent to the Promoter to apply and obtain such new/revised/amended Environmental Clearance Certificate. No separate and further consent will be required to be obtained by the Promoter from the Allottee thereto.

- (x) **Parking Space(s):** The Promoter has provided parking spaces in the Project as permissible under the applicable law(s) ["**Parking Space(s)**"]. The parking spaces are in conformity with the sanctioned plan of the Project and also for the benefit of the allottees of the Project. These Parking Spaces are spread on different levels as detailed in the chart below:

Parking Spaces	Open	Covered	
Car	60	301	
Two-Wheeler	Nil	310	Ground Floor Level- 132
			Basement Level-178

It is clarified that the exclusive right to park vehicle in the open parking space(s), if any, shall be treated as a part of the Project Common Areas. In terms of this Agreement for Sub-Lease, the Promoter has agreed to grant the exclusive right to park a vehicle in designated Parking Space(s) to the extent permissible under the applicable law on a "FIRST COME FIRST SERVED" basis. The Promoter, however, clarifies that earmarking, designation and allotment of the open car parking space(s) is being done by the Promoter purely as temporary measure simply to maintain peace and harmony among the allottees and it shall be subject to any change that may be made by the Association at a later date.

- (xi) In addition to what has been clarified in clause 1(1.5) above, it is further clarified that the Allottee will not be entitled to the rebate for early payments, if the Allottee avails home loan in respect of the Apartment, herein.
- (xii) In addition to what has been agreed and acknowledged by the Allottee, in clause 1(1.6) above, **Provided That** with respect to the development on the Adjoining Property, nothing herein contained shall derogate or affect the Promoter's rights and entitlements with regard to the matters connected to the layout plan and/or Approved Master Plans and the additions alterations thereof.
- (xiii) In addition to what has been agreed and acknowledged by the Promoter, in clause 1(1.8) above, the Allottee shall have the irrevocable right to use Shared Common Areas & Facilities/Township Level Common Areas & Facilities in common with allottees of other project(s) and/or phases developed in the Township. Since the irrevocable usage right of the Allottee in the Shared Common Areas & Facilities/Township Level Common Areas & Facilities is not exclusive, the Allottee shall use the Shared Common Facilities/Township Level Common Facilities, along with other occupants of the Township, maintenance staff etc. without causing any inconvenience and hindrance to them. It is clarified that in terms of the stipulations contained in the Head Lease, the Promoter shall hand over the Shared Common Areas & Facilities/Township Level Common Areas & Facilities to the Notified Agency/ Maintenance Company, as the case may be.

- (xiv) In addition to what has been clarified in clause 5 above, it is further clarified that if no such Notified Agency is declared by the Lessor in terms of the Head Lease upon completion of the Township, the Promoter shall be fully entitled to handover the Shared Common Areas & Facilities/Township Level Common Areas & Facilities to a Maintenance Company or the competent authority under the Act.
- (xv) In addition to what has been agreed and acknowledged by the Allottee, in clause 6 above, provided that with respect to the development on the Adjoining Property, nothing herein contain shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan(s) and the additions alteration thereof.

Provided further that it is agreed that the Project is independent, self-contained Project and shall not be a part of any other project or zone to be developed on the Adjoining Property and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise, except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the Project's dedicated facilities and amenities, if any, shall be available only for use and enjoyment of the Allottees of the Project and under no circumstances shall be shared with the project to be developed on the Adjoining Property.

- (xvi) In addition to what has been clarified in clause 7.1, 7.5, 7.6 and 9.2(ii) above, it is further clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.
- (xvii) In addition to what has been represented by the Promoter, in clause 8 above, it is further represented by the Promoter that notwithstanding the fact that the Promoter shall develop, construct, and implement the Township in a phase-wise manner, the Project shall at all times be construed as an independent stand-alone self-contained Project on the Project Land. Further, the Project shall not be linked or combined with the other phases being developed within the Township, save and except, for integration of the infrastructural facilities for the benefit of allottees. Accordingly, the allottees of the Project shall be entitled to the irrevocable right to use the Shared Common Areas & Facilities/ Township Level Common Areas & Facilities in common with the lawful occupants/sub-lessees of the Township.
- (xviii) In addition to what has been represented by the Promoter, in clause 8(ix) above, it is further clarified by the Promoter that if no such Notified Agency is declared by the Lessor in terms of the Head Lease upon completion of the Project, the Promoter shall be fully entitled to handover the Shared Common Areas & Facilities/ Township Level Common Areas & Facilities to the competent authority as per the Act;
- (xxi) In addition to what has been agreed in clause 9.3 above, the Allottee expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the Apartment (and this Agreement) in terms of this Agreement by the Promoter or the Allottee, as the case may be, the Promoter shall be at liberty to execute, present for registration and register unilaterally a deed of cancellation and the Allottee shall cease to have any right title interest whatsoever in the Apartment or Project Land or Project on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the Promoter or the Allottee, as the case may be.



- (xx) In addition to what has been represented by the Promoter, in clause 10 above, it is further clarified by the Promoter that the Sub-Lease Deed shall be drafted by the solicitors/advocates of the Promoter and shall not be inconsistent with or in derogation of the terms and conditions agreed by the Parties herein.
- (xxi) The Allottee is made aware that the Promoter may be required to obtain new/revised/amended environmental clearance from time to time and the Allottee hereby gives their irrevocable consent for Promoter to apply and obtain such new/revised/amended Environmental Clearance Certificate. No separate and further consent will be required to be obtained by the Promoter from the Allottee thereto.
- (xxii) **Modification of the Master Plan/Approved Master Plans:** The Allottee has entered into this Agreement for Sub-Lease with the full knowledge that the development of the Total Land will be developed in phases. The different phases will be linked integrated due to architectural, design, planning, infrastructure network, maintenance and management of Township for benefits of the allottees/sub-lessees.

This present integrated Master Plan/Approved Master Plans is duly approved by the SJDA. By entering into this Agreement for Sub-Lease, the Allottee shall be deemed to have authorized absolutely unconditionally for all times to come the Promoter (including any of its nominees) to make any and all revisions, changes, modifications, alterations, additions of the present integrated Master Plan/Approved Master, Project Common Areas and Shared Common Areas & Facilities/Township Level Common Areas & Facilities to the end and intent that the Promoter shall be entitled to undertake to make any and all changes, revisions, modifications, alterations, additions of the Master Plan/Approved Master Plans, Project Common Areas and Shared Common Areas & Facilities/Township Level Common Areas & Facilities without any further consent or approval of the Allottee and with the further power to sign and execute, for itself and for and on behalf of all the allottees of the Project all documents required to get revised integrated sanction of such revisions, changes, consent, approval or any affirmative action of any nature whatsoever. By virtue of this Agreement for Sub-Lease, the Allottee is giving his/her/their consent for the revisions, changes, modification of the present integrated Master Plan/Approved Master Plans and all other plans/map to be integrated sanctioned in future on the Total Land.

**SCHEDULE-"A"**  
**(Part-"I")**  
**[Project Land]**

**All that** piece and parcel of land measuring **3.634 Acres** (equivalent to **14705.69** square meter) more or less, contained in R.S. *Dag* No(s). 51(P), 52(P), 53(P), 214(P), 215(P), 51/216, 51/217(P), 51/218(P), 220(P) and 222(P), R.S. Sheet No. 17, recorded in R.S. *Khatian* No. 1831 and corresponding to L.R.*Dag* No(s). 71(P), 73(P), 74(P), 75(P), 81(P), 82(P), 83(P), 91(P) and



95(P), L.R. Sheet No. 193, recorded in L.R.Khatian No. 420, at Mouza Dabgram, J.L. No. 2, Block-Rajganj, New Jalpaiguri, Police Station-New Jalpaiguri (formerly Bhaktinagar), Post Office-Satellite Township, District-Jalpaiguri, PIN-734015, West Bengal and shown & depicted in border in BLUE colour on the Map/Plan annexed hereto and marked as Plan-'B' hereto and butted and bounded as follows:

North : UIF 5;  
West : OTHERS' LAND (Owners not known);  
South : HIG 2 & TOWNSHIP GREEN AREA;  
East : TOWNSHIP INTERNAL ROAD.

(Part-"II")

**[DESCRIPTION OF APARTMENT]**

All That the Apartment No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ Square Meter (equivalent to \_\_\_\_\_ Square Feet) along with an exclusive Balcony Area of \_\_\_\_\_ Square Meter (equivalent to \_\_\_\_\_ Square Feet) more or less, appurtenant to the carpet area [ corresponding to a built up area of \_\_\_\_\_sq. mt. (\_\_\_\_\_ sq. ft.) and corresponding to a super built-up area of \_\_\_\_\_ Square Meter (equivalent to \_\_\_\_\_ Square Feet), more or less], Type \_\_\_\_\_, altogether located on \_\_\_\_\_ floor in Wing/Block No. \_\_\_\_\_, within the Project **TOGETHER WITH** [each measuring **13.75 Square Meter** (equivalent to **148 Square Feet** more or less)],, exclusive right to park vehicle in \_\_\_\_\_ number of \_\_\_\_\_, parking space and exclusive right to park a Two Wheeler Covered parking space [each measuring **2 Square Meter** (equivalent to **21 Square Feet** more or less)], as permissible under the applicable law shall be earmarked, identified and allotted by the Promoter at a later date through issuance of an allotment letter in terms of this Agreement **TOGETHER WITH** the Project Common Areas i.e. pro rata undivided, impartible and variable share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act, parts, portions, installation and facilities of the Project in common with the remaining allottees of Project and the Promoter in respect of the unallotted apartments in the Project (more particularly described in Part-"I" of Schedule-"D" hereto) **AND TOGETHER WITH** the with the Shared Common Areas & Facilities/Township Level Common Areas & Facilities (more particularly described in Part-"II" of Schedule-"D" hereto) and butted and bounded as follows:

East: [•]

West: [•]

North: [•]

South: [•]

**SCHEDULE-"B"**

**[PLAN OF THE APARTMENT]**

Apartment No. \_\_\_\_\_ Together With an exclusive balcony which has been more fully and particularly described in Part-"II" of "Schedule-"A" appearing hereinabove, are all delineated on the Floor Plan annexed hereto and marked as Plan-'C' hereto and duly bordered in colour RED.



**SCHEDULE-"C"**  
**[PAYMENT PLAN]**

Payment Schedule	Amount (Rs)
Booking money Part 1	5,00,000
Booking money Final - Within 30 days	10% - Booking money part 1
Within 45 days of execution of Agreement	10%
On Completion of foundation work of the wing/block	10%
O <sup>n</sup> Completion of 1st floor Slab	10%
O <sup>n</sup> completion of 4th floor Slab	10%
O <sup>n</sup> completion of 8th floor slab	10%
On completion of final roof slab	10%
6 months from Roof Casting	10%
12 months from Roof Casting	10%
On or Before Possession	10% + Other Charges & deposits

**SCHEDULE-"D"**  
**Part-"I"**  
**[PROJECT COMMON AREAS]**

1. Entire Land dedicated to the Project;
2. Entry & Exit Ramp;
3. Entrance Lobby area;
4. Security room;
5. Services room
6. Electrical meter room;
7. Staff facility
8. Passenger lifts, service lifts and lobbies & Staircase;
9. Corridors with refuge areas;
10. Overhead Water tanks;
11. RAC Area;
12. Ground floor landscape area;
13. Landscaped terrace at 1<sup>st</sup> floor;
14. Driveways in the Project;
15. Gas bank;
16. DG set;
17. Electrical room;
18. BMS room
19. Fire kiosk;
20. Underground water tanks
21. Sewerage Treatment Plant area.
22. PHE and fire pump room ;
23. OWC (Organic Waste Composter);
24. The open Parking Space(s) within the Project;
25. Area for rooftop solar panel.
26. Roof area.

**Part-'II'**





**[SHARED COMMON AREAS & FACILITIES / TOWNSHIP LEVEL COMMON AREAS & FACILITIES]**

1. Arterial road(s) and driveways;
2. Storm water drainage network within the Township;
3. Street Lighting;
4. Recreational areas (except plot GR-15 & the Club on plot no. UIF-5, being the Retained Land);
5. Access road from the Township boundary line to the entry and exit gate of the Township as depicted in Plan - "A1" & "A2" hereto.

**SCHEDULE-"E"**

**Part-'I'**

**[SPECIFICATIONS, AMENITIES AND FACILITIES WHICH ARE PART OF THE APARTMENT]**

1	Structure	RCC framed structure
2	Wall	AAC block/Infill Wall
3	Door	Frame: Solid/Engineered wood . Shutter: Flush Door with SS hinge
4	Window	Aluminium glazed window
5	Flooring	Living & Dining Room: Tiled flooring Bedrooms- Tiled Flooring Balcony- Antiskid Tiled Flooring Kitchen- Tiled Flooring, dado above counter Toilet - Antiskid Tiled Flooring with Tiles on Dado
6	Internal Wall finishes	White cement Putty finish
7	External finishes	Weather coat paint
8	Electrical	Concealed wiring with modular switches of reputed make
9	Sanitary and CP fittings	Sanitary and CP fittings of reputed make
10	Provision for Airconditioning	AC indoor unit Electrical and Drainage provision with specific outdoor location.

**Part -"II"**

**[SPECIFICATIONS, AMENITIES AND FACILITIES WHICH ARE PART OF THE PROJECT]**

Sl. No.	Particulars	Description
1	FIRE FIGHTING FACILITY	<ul style="list-style-type: none"><li>• Fire control room for protection and detection as per WB fire safety recommendation.</li><li>• Fire Kiosk</li></ul>
2	EMERGENCY EVACUATION SERVICE	<ul style="list-style-type: none"><li>• Public annunciation and evacuation system in common area</li></ul>
3	ACCESS TO COMMON SPACE	<ul style="list-style-type: none"><li>• Access to lift lobby through corridor.</li></ul>
4	DESIGN FOR ELECTRICITY SUPPLY AND STREET LIGHTING	<ul style="list-style-type: none"><li>• 24/7 DG Back up for designated areas</li><li>• Street lighting</li><li>• LED light in common area</li></ul>
5	PUBLIC HEALTH SERVICE	<ul style="list-style-type: none"><li>• Internal sewer, storm and water supply line</li><li>• Organic waste composter</li><li>• Sewage Treatment plant</li></ul>



		<ul style="list-style-type: none"> <li>• Water treatment plant</li> </ul>
6	SECURITY SYSTEM	<ul style="list-style-type: none"> <li>• Security room</li> <li>• CCTV in elevator and specific common areas.</li> </ul>
7	BUILDING MANAGEMENT SYSTEM	<ul style="list-style-type: none"> <li>• CCTV/Surveillance/ELV room available</li> </ul>
8	RAC	<ul style="list-style-type: none"> <li>• Residents' Activity Centre includes multipurpose hall, gym, kids play area/ room, pantry, toilets, changing room and swimming pool</li> </ul>
9	LANDSCAPE	<ul style="list-style-type: none"> <li>• Ground floor landscape areas</li> <li>• 1<sup>st</sup> Floor landscaped areas</li> </ul>
10	Roof	<ul style="list-style-type: none"> <li>• Common terrace area .</li> </ul>
11	USE OF RENEWABLE ENERGY	<ul style="list-style-type: none"> <li>• Solar power provision at designated areas</li> </ul>

**SCHEDULE-"F"**

**[DISCLOSURE ON ENCUMBRANCES]**

<b>SL No.</b>	<b>PARTICULARS</b>
<u>1</u>	<b><u>Bank Loan-</u></b> Currently there is an encumbrance in the form of Equitable Mortgage created by the Promoter on the Total Land in favour of SBM Bank and Arka Fincap.



**IN WITNESS WHEREOF** parties herein above named have set their respective hands and signed this Agreement for Sub Lease at [•] in the presence of attesting witness, signing as such on the day, month and year first above written.

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

**PROMOTER:**

**For Ambuja Neotia Teesta Development Private Limited**

**(Authorized Signatory)**

**Name:**

**Address:**

Please affix Photographs  
& sign across the  
photograph

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

**ALLOTTEE:**

35.1.1.1 Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Please affix Photographs  
& sign across the  
photograph

35.1.1.2 Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Please affix Photographs  
& sign across the  
photograph

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:



**WITNESSES:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**Drafted and prepared by:**

A handwritten signature in black ink, consisting of a stylized, cursive 'S' followed by a horizontal line and a small flourish.