

THIS DEED OF SUB-LEASE made this _____ day of _____ 2024 BETWEEN

Poddar Projects Limited, a company incorporated under the Companies Act, 1956 and governed by the Companies Act, 2013, having its registered office at 18, Rabindra Sarani, Post Office _____, Police Station _____, Kolkata-700001 (PAN AACCP5704B), represented by its authorized signatory, _____, son of _____, _____, by faith _____, by nationality Indian, by occupation _____, working for gain at _____, Post Office _____, Police Station _____, District Kolkata (PAN _____) (**Transferor**, which expression shall include its successors-in-interest) of the First Part

AND

2. **Bhavnani Developers Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the Companies Act, 2013, having its registered office at 18, Rabindra Sarani, Post Office _____, Police Station _____, Kolkata-700001 (PAN AABCB2863N), represented by its authorized signatory, _____, son of _____, _____, by faith _____, by nationality Indian, by occupation _____, working for gain at _____, Post Office _____, Police Station _____, District Kolkata (PAN _____)

AND

_____ s/w/d/o _____ residing at _____ hereinafter called THE SUB-LESSEE (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, legal representatives, executors, administrators and/or assigns) of the Third Part.

WHEREAS:

- A. **Burdwan Development Authority**, a statutory authority of the Government of West Bengal under West Bengal Town and Country (Planning & Development) Act, 1979 and having its registered office at New Collectorate Building (5th Floor), Kachari Road, Burdwan - 713101 (BDA) with a view to execute a MINI TOWNSHIP PROJECT – UPANTIKA (Said Township), on land vested in it under section 4 of the Land Acquisition Act, 1894, being land measuring 76.36 (seventy six point three six) acre, more or less, Mouza Kamnara, J.L. No. 49 and Mouza Mirzapur, J.L. No. 66, Police Station Burdwan, District Purba Bardaman (Township Property), morefully described in Part I of Schedule A below and is delineated in Red colour on the Plan annexed hereto and marked as Annexure “1” granted a lease in favour of the Transferor vide a Deed of Lease dated 18th June, 2019 and registered in the Office of the Additional District Sub Registrar, Burdwan, in Book No. I, Volume No. 0203-2019, Page from 106193 to 106223, being Deed No. 02034614 for the year 2019 (Deed Of Lease) on the terms and conditions mentioned therein. The tenure of the said lease has been agreed to be for a period of 99 years initially, with a provision for renewal of 30 years, followed by two more terms of equal duration.
- B. For the purposes of Said Project, the Transferor and the Promoters entered into 3 (three) development agreements, all dated 1st December the Development Agreement dated 8th May, 2015, and all registered in the Office of the Additional Registrar of Assurances-II, Kolkata, duly recorded in (a) Book No. I, Volume No. _____, Pages _____ to _____, being Deed No. 1903-2002427055 for the year 2021 (b) Book No. I, Volume No. _____, Pages _____ to _____, being Deed No. 1903-2002427157 for the year 2021 and (c) Book No. I, Volume No. 1903-2022, Pages 109582 to 109582, being Deed No. 190300054 for the year 2022 (collectively Development Agreements).
- C. The Township Property has been planned to be developed by the Promoters in phases. Accordingly, a building plan has been sanctioned in respect of land measuring _____ (_____) acre, more or less, Mouza Kamnara, J.L. No. 49 and Mouza Mirzapur, J.L. No. 66, Police Station Burdwan, District Purba Bardaman (Project Property) morefully described in Part II of Schedule A below and is delineated in Red colour on the Plan annexed hereto and marked as Annexure “1”, being an integral part of the Township Property, upon which buildings/bunglows/plots (as applicable) are being developed as a phase (Phase __) of the Said Township (Whole Project) [as defined in Recital I (iii)]

below] and proposed as a “real estate project” by the Promoters and has been registered as a ‘real estate project’ (the Real Estate Project or Project) with the Real Estate Regulatory Authority (Authority), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.

- E. The Transferor and the Promoters are fully competent to execute this Indenture and all the legal formalities with respect to the title of the Transferor to the Township Property and the Promoters’ right and entitlement to develop the Township Property on which inter- alia the Project is to be constructed have been completed.
- F. The Promoters have duly intimated the _____ Panchayet about commencement of construction of the Project vide its letter dated _____ and has accordingly started constructing the Mini Township in phases, hereby completing the Block ____ of the said complex.
- G. The Promoters have obtained the layout plan, sanctioned plan (bearing no. _____, dated _____, specifications and approvals for the Real Estate Project, which is presently being developed as a phase (Phase ____) of the Whole Project (defined in Recital I (iii) below). The Promoters agrees and undertakes that it shall not make any changes to approved plans of the Real Estate Project except in strict compliance with Section 14 of the Act and other laws as applicable.
- H. The Promoters have applied for registering the Real Estate Project under the provisions of the Act.
- I. The Sub Lessee had applied for a residential apartment/bungalow/plot in the Project vide application no. ____ dated _____ and has been allotted residential apartment/bungalow/plot No. _____, on sub lease/assignment basis,

being more particularly described in Schedule B below and the layout of the residential apartment/bungalow/plot is delineated in Green colour on the Plan annexed hereto and marked as Annexure “2” (Said Unit) together with the right to park in the parking space/s more particularly described in Schedule B below (Said Parking Space) and together with pro rata share in the common areas of the Real Estate Project (Share In Common Areas), the said common areas of the Real Estate Project being described in Schedule E below (Common Areas) and also together with undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building, as be attributable and appurtenant to the Said Unit (Land Share) for a tenure of 99 years and renewable thereafter. The Said Unit, the Said Parking Space (if any), the Share In Common Areas and the Land Share, collectively described in Schedule B below (collectively Said Unit And Appurtenances).

- J. The Parties have gone through all the terms and conditions set out in the Agreement and understood the mutual rights and obligations detailed herein.
- K. The principal and material aspects of the development of the Whole Project (as defined hereunder) and the Real Estate Project as disclosed by the Promoters are briefly stated below–

(i)(a)	Block/Building	Nos.	
_____ inter-alia comprising of			
_____ storied residential buildings, being constructed on the			
Project	Property,	(ii)	Block/Building
		Nos.	
_____ inter-alia comprising of			
_____ storied residential buildings, being constructed on the			
Project Property and (iii) Block/Building No. _____ for			
Multi-level Car Parking (MLCP) being constructed on the Project Property, (iv)			
being developed as Phase 1 of the Whole Project [as defined in Recital I (iii)			
below], constitute the Real Estate Project in accordance with the provisions of			
the Act and Rules.			

(ii) The detailed scheme of development attached as Annexure “1” discloses the proposed designated uses of the buildings/ blocks/structures and the phase/s of development on the Township Property and is based on the current approved layout for the Project Property and the conceptual layout for the development of the Township Property. The conceptual layout of the development on the Township Property could be finally developed by the Promoters at its sole discretion either in terms of the Plan in Annexure “1” or in such other manner as may be possible under the relevant /applicable laws.

(iii) The Promoters have started the development of the Township Property in a phase-wise manner as mentioned in this Recital I (the phase-wise development of the entirety of the Township Property as envisaged in this Recital I and as also mentioned/contemplated in the other portions of this Agreement hereinafter referred to as “the Whole Project”).

(iv) Apart from the Real Estate Project, the Promoters proposes to develop in one or more phases other residential buildings/structures/bunglows/plots along with its/their common areas, facilities and amenities in the Whole Project and upon the Township Property (“Other Residential Component”) and the portion of the Township Property upon which the Other Residential Component shall be developed in such manner as the Promoters may in its sole discretion deem fit.

(v) The Other Residential Component proposed to be developed as part of the Whole Project, may be provided with certain common areas, facilities and amenities (“Other Residential Exclusive Amenities”) and which may exclusively be made available to and usable by such person(s) as the Promoters may in its sole discretion deem fit including the Sub-Lessee/s of the Other Residential Component and, may not be available to the Sub-Lessee/s or any other Sub-Lessee(s)/occupants of apartments in the Real Estate Project.

(vi) The Promoters are entitled to amend, modify and/or substitute the proposed future and further development of the Township Property and/or Future Property (for future blocks/buildings comprising of multiple number of multi-storeyed residential buildings and car parking space), in full or in part, subject to the necessary permission/sanction being granted by the _____ Panchayet and all other concerned authorities.

(vii) The Sub-Lessee/s agree that the Promoters shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments in the Real Estate Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the Sub-Lessee/s of such apartments and to the exclusion of other Sub-Lessee/s in the Real Estate Project (“Limited Areas And Facilities”). The Sub-Lessee/s agree to use only the Limited Areas And Facilities (if any) specifically identified for the Sub-Lessee/s in the Said Unit And Appurtenances and as more particularly described in Schedule B hereunder written. The Sub-Lessee/s agree to not use the Limited Areas And Facilities identified for other Sub-Lessee/s nor shall the Sub-Lessee/s have any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other Sub-Lessee/s and/or the usage thereof.

(viii) The Common Areas in the Real Estate Project that may be usable by the Sub-Lessee/s and other Sub-Lessee/s on a non-exclusive basis are listed in Schedule E hereunder written.

(ix) The common areas, facilities and amenities in the Whole Project including the Real Estate Project that may be usable by the Sub-Lessee/s and other Sub-Lessee/s in the Whole Project on a non-exclusive basis (“Whole Project Included Amenities”) are listed in Schedule F hereunder written. The Sub-Lessee/s agree and accept that the Whole Project Included Amenities may not be provided simultaneously/contemporaneously with offering of possession of the Said Unit and might be provided only after completion of the Whole Project. The Sub-Lessee/s agree and accept that it shall not be obligatory for the Promoters to complete the Whole Project Included Amenities (as listed in Schedule F below)

in all respects prior to handing over of possession of the Said Unit to the Sub-Lessee/s and the Whole Project Included Amenities may be completed/provided only after completion of the Whole Project and the Sub-Lessee/s expressly agree not to raise any objection regarding the same and also further waive the right, if any, to do so.

(x) The Sub-Lessee/s agree and accept that the exact location and identification of the Said Parking Space (if any) may be finalized by the Promoters only upon completion of the Real Estate Project in all respects. In the event the Said Parking Space, if any, is situated in the MLCP of the Real Estate Project, the Sub-Lessee/s agree and accept that the physical possession of the Said Parking Space shall be given to the Sub-Lessee/s only after completion of construction of the MLCP Block/Building.

(xi) The Promoters shall be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof, subject to the necessary permission/sanction being granted by the _____- Panchayet and all other concerned authorities, and construct additional built-up area (i) by way of additional apartments and/or additional floors on the Said Block/Building; and/or (ii) additional blocks/buildings on any part of the remaining portion of the Township Property. For the purpose aforesaid, the Promoters will be entitled from time to time to vary, amend and/or alter the building plans in respect of the Said Block/Building without however, adversely affecting the Said Unit agreed to be sold hereunder, and to carry out construction work accordingly. The Sub-Lessee/s hereby irrevocably agree and give his/her/its/their express consent to the Promoters for carrying out amendments, alternations, modifications, and/or variations in the building plans of the Said Block/Building for the aforesaid purpose and to put up construction accordingly, so long as the total area of the Said Unit and the specifications, amenities, fixtures and fittings

thereof are not reduced. This consent shall be considered to be the Sub-Lessee's consent contemplated under the relevant provisions of the Act, Rules and Regulations. The Sub-Lessee/s shall not raise any objection or cause any hindrance in the said development/construction by the Promoters whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Unit or any other part of the Said Block/Building being affected by such construction. The Sub-Lessee/s hereby agree to give all facilities and co-operation as the Promoters may require from time to time, both prior to and after taking possession of the Said Unit, so as to enable the Promoters to complete the development smoothly and in the manner determined by the Promoters. It is expressly agreed by the Parties that the Transferor/Promoters will be entitled to transfer on sub lease basis or otherwise and for its own benefit the

additional units that may be constructed by the Promoters as aforesaid.

(xii) The Sub-Lessee/s agree and acknowledge that the sample apartment (if any) is constructed by the Promoters and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing and/or interior decorating the apartment and the Promoters are not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample apartment, other than as expressly agreed by the Promoters under this Agreement. The height of the Said Unit shall be in accordance to the sanctioned plan and the same may differ from the height of the sample apartment constructed by the Promoters.

(xiii) In pursuance of an Agreement dated__, the said Transferor and the Promoters duly identified and demarcated the constructed areas of the new building comprising of their respective units amongst themselves and agreed to transfer the same in favour of prospective Sub-Lesseees and appropriate the sale proceeds in respect thereof on the terms and conditions as recorded in the said Agreement.

(xiv) In pursuance of an Agreement the Transferor and the Promoters have agreed to transfer and the Sub-Lessee has agreed to acquire and/or own on ownership basis ALL THAT Unit No. _____ containing by admeasurement an area of _____ sq.ft. built-up area facing __situated in the _____ floor of the said building together with _____ covered/open car parking space in the ground floor of the building together with the undivided proportionate share in the land comprised in the said Premises, attributable thereto more fully and particularly described in the Second Schedule hereunder written hereinafter collectively referred to as the said Unit and together with the proportionate share in the common areas,

common parts and portions in the said building, for a total consideration of Rs. ___ and on the terms and conditions contained and recorded in the said Agreement hereinafter referred to as the said Sale Agreement).

(xv) The said Unit has been constructed and the Sub-Lessee has approached the Transferor and the Promoters to execute the Deed of Sub-Lease in respect of the said Unit which the Transferor and the Promoters have agreed to do provided however the Sub-Lessee shall not be entitled to get possession of the said Unit until and unless the full consideration amount and all other amounts as stated in the said Sale Agreement have been paid by the Sub-Lessee.

(xvi) The Transferor and the Promoters specify that they have completed the construction of the said Unit in all respects as per the specifications mentioned

in the Agreement and in accordance with the provisions of all laws and rules as framed and amended from time to time by the statutory bodies.

(xvii) At or before the execution of this Indenture, the Sub-Lessee has satisfied himself/herself/itself about the title of the Transferor and the Promoters and also the said sanctioned plan and the said construction work carried out and has agreed not to raise any objection in respect thereof.

(xviii) IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO that the Sub-Lessee has agreed to acquire the said Unit in as-is-where-is condition EXCEPTING THAT the Transferor and the Promoters shall cause the remaining works (hereinafter referred to as the said remaining works) to be completed and shall continue to remain in possession of the said Unit until such time the said remaining works are completed and the entire amount of consideration agreed to be paid by the Sub-Lessee to the Transferor and the Promoters has been paid.

NOW THIS INDENTURE WITNESSETH as follows:

1. That in pursuance of the said Agreement and in consideration of a sum of Rs. _____/- (Rupees _____ only), paid by the Sub-Lessee to the Transferor and the Promoters (the receipt whereof the Transferor and the Promoters doth hereby and also by the receipt hereunder written admits and acknowledges to have been received and of and from the same and every part acquits, releases and discharges the said Sub-Lessee/s and the said Unit hereby intended to be transferred and conveyed), and in consideration of the balance sum of Rs. _____ promised to be paid in installments in terms of the said Agreement in the manner stated in Part II of the Second Schedule hereunder written by the Sub-Lessee to the Transferor

and the Promoters aggregating to a total sum of Rs. _____ (Rupees _____ only), the Transferor and the Promoters doth hereby sell, transfer convey, assure and assign unto and in favour of the Sub-Lessee ALL THAT the partly constructed Unit No. _____ measuring an area of _____ sq.ft. built-up area situated in the _____ floor together with _____ covered/open car parking space(s) in the ground floor of the building together the undivided impartible proportionate share in the land comprised in the said Premises, attributable thereto hereinafter collectively referred to as the said Unit and more fully and particularly described in the Second Schedule hereunder written and together with the undivided proportionate share in the common areas, common parts and portions in the said building more fully and particularly described in the Third Schedule

hereunder written TOGETHER WITH all boundary walls areas sewers drains ditches paths passages water, water courses and all manner of ancient and other lights rights liberties easements privileges emoluments advantages appendages and appurtenances whatsoever standing and being into or upon or belonging thereto or any part thereof with which the same now are or is or at any time or times heretofore were or was usually held used occupied enjoyed accepted reputed deemed taken or known as part parcel or member thereof or appurtenant thereto AND the reversion or reversions remainder or remainders and together with the right to receive realise and collect the rent issues and profits arising therefrom AND all the estate right title interest use property possession claim and demand whatsoever both at law and in equity of the Transferor and the Promoters into and upon the said Unit hereby sold granted transferred conveyed assigned or assured or otherwise expressed or intended so to be and every part thereof unto and to the use of the Sub-Lessee absolutely and forever free from all mortgages charges trusts liens liens pendens attachments and encumbrances whatsoever SUBJECT NEVERTHELESS to the easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit as set out in the Fourth Schedule hereunder written EXCEPTING AND RESERVING unto the Transferor and the Promoters and other owners and occupiers of the remaining units of the said new building such easements or quasi-easements and other rights and privileges as mentioned in the Fifth Schedule hereunder written subject to the restrictions mentioned in the Sixth Schedule hereunder written and subject to the Sub-Lessee/s' covenant to bear and pay the proportionate share of all common expenses for the maintenance of the said building as mentioned in the Seventh Schedule hereunder written.

2. THE Transferor and the Promoters DO TH HEREBY COVENANTS WITH THE SUB-LESSEE/S as follows :
 - a) That notwithstanding any act deed matter or thing done or committed by the Transferor and Promoters or any of its predecessors-in-title, the Transferor and Promoters has good right full power and absolute authority to grant convey transfer by way of sub Lease assign and assure the said Unit hereby conveyed or intended so to be unto and to the use of the Sub-Lessee/s in the manner aforesaid.
 - b) AND THAT the Sub-Lessee/s shall and may at all times hereafter peaceably and quietly enter upon occupy or possess and enjoy the same and receive the rents issues and profits thereof and every part thereof without any suit lawful eviction or interruption claim and demand whatsoever from or by the Transferor and Promoters or any person or persons having or lawfully claiming or to claim from under or in trust from the Transferor and Promoters or any of its predecessors-in-title.

- c) AND THAT the Sub-Lessee/s shall hold the said Unit free and clear and freely and clearly and absolutely exonerated and forever released and discharged or otherwise by the Transferor and Promoters and well and sufficiently saved and defended kept harmless and indemnified of from and against all former and other estates title charges and encumbrances whatsoever and made executed occasioned and suffered by the Transferor and Promoters or any of its predecessors-in-title or any person or persons having or lawfully claiming as aforesaid.
 - d) AND THAT the Transferor and Promoters doth hereby covenants and assures the Sub-Lessee/s that it has not encumbered the said Unit in anyway and has full power and absolute authority tosell the same in the manner aforesaid.
 - e) AND FURTHER THAT the Transferor and Promoters and all persons having or lawfully claiming any estate right title or interest in the said Unit or any part thereof from under or in trust for the Transferor and Promoters of any of its predecessors-in-title shall and will at all times hereafter at the request and at the cost of the Sub-Lessee/s do and execute and cause to be done and/or executed all such further and other acts deeds matters and things, conveyances and assurances whatsoever for further better and more perfectly and absolutely granting the said Unit and every part thereof unto and to the use of the Sub-Lessee/s as may be reasonably required.
 - f) AND FURTHER THAT the Transferor and Promoters shall and will unless prevented by fire or other inevitable accident from time to time and at all times
 - g) hereafter upon every reasonable request and at the cost of the Sub-Lessee/s or any person or persons lawfully or equitably claiming through the Sub-Lessee/s any estate or interest in the said Unit or any part thereof produce or cause to be produced to the Sub-Lessee/s or its Attorneys or agents or before any court tribunal authority or firm for inspection or otherwise as the occasion shall require the title deeds in connection with the said entire premises and also shall at the like request and costs of the Sub-Lessee/s deliver to the Sub-Lessee/s such attested or other copies of or extracts therefrom as the Sub-Lessee/s may require and will in the meantime unless prevented as aforesaid keep the said deeds and documents safe whole uno-bliterated and uncanceled.
3. AND THE SUB-LESSEE/S DOTH HEREBY COVENANTS WITH THE TRANSFEROR AND PROMOTERS as follows:
- a) The Sub-Lessee/s so as to bind the Owner for the time being of the said Unit and so thatthis covenant be for the benefit of the said building and other units therein and every part thereof hereby covenants with the Transferor and Promoters/Confirming Parties and owners of other units comprised in the said

building that the Sub-Lessee/s and all other persons deriving title from the Sub-Lessee/s shall at all times hereafter observe the restrictions set forth in the Sixth Schedule hereto.

- b) Within 6 (six) months from the date of notice the Sub-Lessee/s shall at its own costs apply to the concerned authorities for separation and mutation of the said Unit and until such time the said Unit is mutated in the name of the Sub-Lessee/s, the Sub-Lessee/s shall at all material times regularly and punctually make payment of all corporation taxes rates impositions levies multi-storeyed building tax and all other taxes presently payable or which may hereafter become payable or be imposed in respect of the said Unit and until such time the said Unit is not separately assessed the Sub-Lessee/s hereby agrees to make payment of all proportionate share of such taxes impositions levies and outgoings to the Transferor and Promoters or to the Confirming Parties or to the Holding Organization or Society formed for the maintenance of the said building in respect of the said Unit or the said premises regularly and punctually.
- c) To keep the said Unit and other party walls sewers drain pipes cable wires and in particular (without prejudice to the generality of the foregoing) so as to shelter support and protect the parts of the building other than the said Unit.
- d) To make payment and contribute towards the proportionate part of expenses and outgoings mentioned in the Seventh Schedule hereto.
- e) Permit the Transferor and Promoters, Confirming Parties and their survivors or agents with or without workmen and others at all reasonable items on 48 (forty eight) hours' notice to enter into and upon the said Unit or any part thereof for the purpose of repairing any part of the said building and for the purpose of repairing maintaining rebuilding cleaning lighting and keeping in order and good conditions sewers drains cables water courses gutter wires partly structures or other conveniences belonging to or serving or used for the building and also for the purpose of laying down reinstating preparing testing drainage gas and water and electric wires and cable and for similar purpose.
- f) To keep the said Unit in good and substantial repair and (without prejudice to the generality of the foregoing) as part of this sub- clause to keep the said Unit in good repair as necessary to from such support and protection to the other parts of the said building as they now enjoy.
- g) To regularly and punctually without any deduction or abatement to make payment of the proportionate shares towards maintenance expenses in advance every month such share to be determined as stated in Part II of the Seventh Schedule hereto by the Transferor and Promoters and upon formation of the Holding Organization and/or the Society formed for rendition of common services (hereinafter referred to as the Holding Organization) by such holding

organization. For the purposes of determining of such proportionate maintenance charges the total super built-up area comprised in the said Unit shall be the basis and such maintenance charges shall be paid by the Sub-Lessee/s within a week from the date of receipt of the bill from the Transferor and Promoters or the holding organization as the case may be and in the event of default on the part of the Sub-Lessee/s the Sub-Lessee/s shall be liable to pay interest at the rate of 18% per annum for the delayed payment.

- h) To keep the said Unit and other party walls sewers drains pipes and entrances and main entrances exclusively serving the said Unit in good condition.
- i) To comply with and fulfill all regulations and rules of the directorate of electricity for the lift license.
- j) To observe and submit to all rules and regulations which may be required by the West Bengal fire services in respect of a multi- storeyed building under KMC Act and other laws and bye-laws and rules which may be in force or be enacted.
- k) To keep the said building and every part thereof insured at all times hereafter.

4. IT IS HEREBY FURTHER AGREED BETWEEN THE TRANSFEROR AND PROMOTERS, AND THE SUB-LESSEE/S as follows:

- a) That the Transferor and Promoters, and the Sub-Lessee/s do hereby agree and covenant with each other to observe perform and abide by the terms conditions and obligations as recorded in the said Sale Agreement, except those which have been observed fulfilled and performed.

5. IT HAS BEEN FURTHER AGREED BY AND BETWEEN THE PARTIES HERETO as follows :

- a) The Sub-Lessee/s shall not call upon the Transferor and Promoters to take over possession of the said Unit until full payment of the entire amount of consideration is made and/or paid.
- b) The said balance amount shall be paid by the Sub-Lessee/s to the Transferor and Promoters and/or the Sub-Lessee/s has promised to make payment of the said balance amount on or before _____, 202__ and time in this regard shall be the essence of the contract and until such time full payment of the entire amount of consideration is made and/or paid the said Unit shall continue to remain in exclusive possession of the Transferor and Promoters.
- c) The said remaining works shall be completed by the Transferor and Promoters as a Licencee of the Sub-Lessee/s with such materials and/or specifications as shall be recommended by the Architect of the said building and in no event the Sub-Lessee/s shall be entitled to raise any objection whatsoever or howsoever

nor shall do any act deed or thing whereby the Transferor and Promoters and/or any person(s) authorized by them is prevented from completing the said remaining works and/or the said building.

- d) AND the Sub-Lessee/s also agrees not to withhold payment of the said balance amount for any reasons whatsoever or howsoever and agrees not to claim any abatement and/or deduction on any account whatsoever or howsoever.
- e) At or before taking over possession of the said Unit the Sub-Lessee/s shall also make payment of the various amounts as expressly stipulated in the said agreement appearing in Part II of the Seventh Schedule hereunder written and without making payment of the said amount the Sub-Lessee/s shall not be entitled to claim or shall obtain possession of the said Unit.
- f) Until such time the full payment is made the Sub-Lessee/s shall not sell transfer alienate encumber or create any right of a third party into or upon the said Unit without the consent in writing of the Transferor and Promoters.

SCHEDULE 'A'

Part I

(Township Property)

ALL THAT 76.36 Acres of land at Mouza Kamnara, J.L. No. 49, Sheet No. 2 and *Mouza* Mirzapur, J.L. No.66, Sheet No.1, Police Station. Burdwan, District Purba Bardhaman

SL. No.	Mouza	J.L. No.	Plot Nos.	R.S. Khatian No.	Area (In Acres)
1	Mirzapur	66	386	3828	0.35
2	Mirzapur	66	6059	2407/3828	0.48
3	Mirzapur	66	461	2407/3828	1.60
4	Mirzapur	66	441	1294/3828	12.18
5	Mirzapur	66	443	3828	0.75
6	Mirzapur	66	544	2407/3828	0.30
7	Mirzapur	66	394	3828	2.57
8	Mirzapur	66	392	2407/3828	0.10
9	Mirzapur	66	390	3828	0.07
10	Mirzapur	66	393	3828	0.52
11	Mirzapur	66	388	3828	0.12
12	Mirzapur	66	6060	3828	0.55
13	Mirzapur	66	385	3828	0.59
14	Mirzapur	66	447	2407/3828	6.08
15	Mirzapur	66	448	3828	1.31
16	Mirzapur	66	452	3828	1.17
17	Mirzapur	66	453	2130- 3828	4.09
18	Mirzapur	66	459	610/181/3828/ 4024/4223	2.33

19	Mirzapur	66	462	917/1640/1642 /1795/1825/19 03/2084/3828	0.26
20	Mirzapur	66	539	3828	0.07
21	Mirzapur	66	460	3828	0.10
22	Kamnara	49	1920	563/986-1/1219	7.20
23	Kamnara	49	2200	563/1219	1.80
24	Kamnara	49	2180	563/1219	9.81
25	Kamnara	49	2095	563/1219	0.78
26	Kamnara	49	2093	1219	0.66
27	Kamnara	49	2133	563/1219	1.28
28	Kamnara	49	2143	177/210/289/1 219	0.26
29	Kamnara	49	2092	1219	0.22
				Total:	57.60

SL. No.	Mouza	J.L. No.	Plot Nos.	R.S. Khatian No.	Area (In Acres)
1	Mirzapur	66	387	1	0.52
2	Mirzapur	66	389	1	0.66
3	Mirzapur	66	391	1	0.54
4	Mirzapur	66	322	1	5.45
5	Mirzapur	66	440	1	1.06
6	Mirzapur	66	442	1	0.61
7	Mirzapur	66	438	1	0.87
8	Mirzapur	66	439	1	2.36
9	Mirzapur	66	445	1	3.35
10	Mirzapur	66	446	1	1.66
11	Mirzapur	66	6067	1	1.00
12	Mirzapur	66	540	1	0.12
13	Mirzapur	66	435	1	0.28
					18.48
14	Kamnara	66	2091	1	0.28
					0.28
				Total:	18.76

Total Area of land in Township Project Area

Mirzapur	Private Land	35.59 acres	54.07 acres
	Vested Land	18.48 acres	
Karnnara	Private Land	22.01 acres	22.29 acres
	Vested Land	0,28 acres	
Total:			76.36 acres

Part I

(Project Property)

ALL THAT _____ Acres of land at Mouza Kamnara, J.L. No. 49, Sheet No. 2 and *Mouza* Mirzapur, J.L. No.66, Sheet No.1, Police Station. Burdwan, District Purba Bardhama

The Instant Plot

ALL THAT the piece and parcel of demarcated land measuring an aggregate area of 14.03 acres more or less lying and situate in two different mouzas respectively at Mouza Kamnara, J.L No. 49, Sheet No. 2 being portion of R.S Dag No. 1920, under R.S Khatian No. 563/986/1219, having an area about 7.2 acres; and being a portion of R.S Dag No. 1920/2180 in R.S Khatian No. 563/1219 having an area of 2.89 acres; and being a portion of R.S Dag No. 1920/2133 in R.S Khatian No. 563/1219 having an area of 1.28; being a portion of R.S Dag No. 1920/2200 in R.S Khatian No. 563/1219 having an area of 1.8 acres; and being a portion of R.S Dag No. 1920/2143 in R.S Khatian No. 177/210/389/1219 having an area of .26 acres and also at Mouza Mirzapur, J.L No. 66, Sheet No. 1 being portion of R.S Dag No. 447 in R.S Khatian No. 2407/3828 having an area about 0.6 Acres under P.S Burdwan, A.D.S.R.O – Burdwan, District Purba Burdwan, within the Local Limits of Kethiya Gram Panchayet.

SCHEDULE 'B'

(Said Unit And Appurtenances)

(a) The Residential Apartment/Bungalow/Plot No. ____, on the ____ floor, having carpet area of ____ (_____) square feet, more or less, in Block/Building No. _____

(b) The Said Parking Space, being the right to park **1 (one)** medium sized car in the Multi Level Car Parking admeasuring 135 (one hundred and thirty five) square feet, in the Said Complex; or

(c) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in the **Schedule E** below, as be attributable and appurtenant to the Said Unit, subject to the terms and conditions of the Agreement and Deed;

and

(d) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building, as be attributable and appurtenant to the Said Unit.

SCHEDULE 'C'

The Total Price payable_____.

(Payment Plan)

Payment Schedule for **Block/Building No.**

Payment Schedule	Percentage of Amount (Rs.)
On Application	Rs.1,00,000/-
On Allotment of Said Unit	10% of total consideration (less BookingAmount) + applicable GST
On Execution of Agreement for Sale	10% of total consideration + applicable GST
On Commencement of Piling of the Said Block/ Building	10% of total consideration + applicable GST
On Completion of Ground Floor Roof Casting	10% of total consideration + applicable GST
On Completion of 2nd Floor Roof Casting	10% of total consideration + applicable GST
On Completion of 6th Floor Roof Casting	10% of total consideration + applicable GST
On Completion of 10th Floor Roof Casting	10% of total consideration + applicable GST
On Completion of 14th Floor Roof Casting	10% of total consideration + applicable GST
On Completion of 18th Floor Roof Casting	5% of total consideration + applicable GST
On Completion of 22nd Floor Roof Casting	5% of total consideration + applicable GST
On Completion of Flooring of the Said Unit	5% of total consideration + applicable GST
On Offer of Possession	5% of total consideration + applicable GST + Extra Charges

In addition to the Total Price, the Sub Lessee shall also pay to the Promoters, as and when demanded, the amounts mentioned in the table below (collectively **Extras**), proportionately or wholly (as the case may be), with GST and other Taxes, if any, thereon, towards:

Electricity: obtaining HT/LT electricity supply from the supply agency, which is Rs. 130/- per sqft on Carpet Area/- (Rupees one	
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hundred and thirty) per square feet, based on the carpet area of Said Unit, to the Promoters.	
Electricity Meter for Common Areas: security deposit and all other billed charges of the supply agency for providing electricity/meter to the Common Areas, proportionately, to the Promoters.	
Generator: stand-by power supply to the Said Unit from diesel generators, @ Rs.25,000/- (Rupees twenty five thousand) per 1 (one) KVA, to the Promoters	
Betterment Fees: betterment or other levies that may be charged/imposed by any government authorities or statutory bodies on the Township Property or the Said Unit And Appurtenances or its transfer in terms hereof, proportionately, to the Promoters.	
Legal Fees, Stamp Duty and Registration Costs: The fee is Rs. 20,000/- (Rupees twenty thousand). Stamp duty, registration fees, fixed miscellaneous expenses of Rs. 5,000/- (Rupees five thousand) for registration and all other fees and charges, if any, shall be borne by the Sub-Lessee and paid 15 (fifteen) days prior to the date of registration. The fee and costs shall be paid to the Promoters, who shall do all accounting with the Legal Advisors.	
Maintenance Charges for Common Areas: the proposed monthly maintenance charge will be fixed prior to issuance of Possession Notice. Further, Common Area Maintenance (CAM) deposit @ Rs. 27/- (Rupees twenty seven) per square feet on Carpet area of the Said Unit shall be paid by the Sub-Lessee prior to the date of handover of possession of the Said Unit.	

SCHEDULE 'D'

Specifications

(Which Are Part Of the Said Unit)

Structure

Earthquake resistant RCC framed structure with monolithic concreting Internal Walls

RCC/ACC wall over laid with white cement putty.

Doors

Doors with tough timber frames and solid-core flush shutters.

Windows

Aluminum frames with fully glazed shutters and quality fittings.

Flooring

Vitrified tile flooring in all Bedrooms, Living/Dining Room.

Kitchen

Floor

Ceramic tiles

Counter Tops

Granite with steel sink

Dados

Ceramic tiles up to a height of 2' (two) feet from the counter top.

Toilet

Floor

Anti – skid tiles

Dados

Ceramic tiles upto a height of 7' (seven) feet

Sanitary ware

White, high quality porcelain fittings. Chromium-plated fittings.

Electricals

Superior Quality concealed copper wiring with the latest modular switches.

Telephone Wiring

Central distribution console, networked with all Apartments.

Exterior

Weatherproof exterior finish.

SCHEDULE 'E'

(Common Areas Of the Real Estate Project)

(Which Are Part Of the Real Estate Project)

- Entrance Lobby at the ground level of the Said Block/Building
- Lift machine room(s) and lift well(s) of the Said Block/Building
- Water supply pipeline in the Said Block/Building (save those inside any Flat)
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Block/Building
 - Intercom Network in the Said Block/Building
- Broadband connection in the Said Block/Building, if any
- Lift(s) and allied machineries in the Said Block/Building
- Lobbies on all floors and staircase(s) of the Said Block/Building
- Water reservoirs/tanks of the Said Block/Building
- Drainage and sewage pipeline in the Said Block/Building (save those inside any Flat)
- Electricity meter(s) for common installations and space for their installation
- Network of Cable TV/DTH in the Said Block/Building, if any
 - Fire-fighting system in the Said Block/Building
- External walls of the Said Block/Building

- Roof Area
- Stair Room
- CCTV
-

SCHEDULE 'F'

(Whole Project Included Amenities)

(Being description of the common areas, facilities and amenities in the Whole Project that may be used by the Sub-Lessee on a non-exclusive basis along with transferees/allottees/occupants in the Whole Project and the buildings upon outside the Township Property but within the Original Township Property)

Sl. No.	Whole Project Included Amenities
1.	Club
2.	Driveways, fire tender paths, walkways and landscaped green areas
3.	Central drainage & sewage pipeline and central water supply pipeline
4.	Skywalk
5.	All other areas, facilities and amenities for common use and enjoyment of Said Complex

SCHEDULE 'G'

(Covenants)

The Sub-Lessee covenant with the Promoters (which expression includes the body of apartment transferees of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 (**Association**”), wherever applicable) and admit and accept that:

1. **Satisfaction of Sub-Lessee:** The Sub-Lessee/s are acquainted with, fully aware of and is thoroughly satisfied about the title of the Transferor, right and entitlement of the Promoters, the sanctioned plans, all the background papers, the right of the Transferor and the Promoters to enter into this Agreement, the scheme of development described in this Agreement and the extent of the rights being granted in favour of the Sub-Lessee and the negative covenants mentioned in this Agreement and the Sub-Lessee hereby accept the same and shall not raise any objection with regard thereto.

2. **Sub-Lessee Aware of and Satisfied with Common Areas and Specifications:** The Sub-Lessee, upon full satisfaction and with complete knowledge of the Common Areas (described in **Schedule E** above) and Specifications (described in **Schedule D** above) and all other ancillary matters, is entering into this Agreement. The Sub-Lessee have examined and is acquainted with the Said Complex and has agreed that the Sub-Lessee shall neither have nor shall claim any right over any portion of the Said Block/Building and/or the Said Complex and/or the Township Property and/or the Whole Project **save and except** the Said Unit And Appurtenances.

3. **Facility Manager:** The Promoters shall hand over management and upkeep of all Common Areas to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the common areas of the Said Complex (2) the Facility Manager shall levy and collect the common expenses/maintenance charges (3) the Sub-Lessee shall be bound to pay the common expenses/maintenance charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Sub-Lessee and it shall be deemed that the Facility Manager is rendering the services to the Sub-Lessee for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the common portions shall vest in the Facility Manager **and** (6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the Sub-Lessee of the Said Complex/Whole Project.

4. **Sub-Lessee to Mutate and Pay Rates & Taxes:** The Sub-Lessee shall (1) pay the Municipal Tax, surcharge, levies, cess etc. (collectively “**Rates & Taxes**”)(proportionately for the Said Block/Building and/or the Said Complex and wholly for the Said Unit And Appurtenances and until the Said Unit And Appurtenances is separately mutated and assessed in favour of the Sub-Lessee, on the basis of the bills to be raised by the Promoters/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Sub-Lessee in respect thereof **and** (2) have mutation completed at the earliest. The Sub-Lessee further admit and accept that the Sub-Lessee shall not claim any deduction or abatement in the bills of the Promoters/the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).

5. **Sub-Lessee to Pay Common Expenses/Maintenance Charges:** The Sub-Lessee shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoters/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Sub-Lessee in respect thereof. The Sub-Lessee further admit and accept that (1) the Sub-Lessee shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoters/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).

6. **Sub-Lessee to Pay Interest for Delay and/or Default:** The Sub-Lessee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoters/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Sub-Lessee shall pay interest @ 2% (two percent) per month or part thereof

(compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoters/the Facility Manager/the Association (upon formation), as the case may be. The Sub-Lessee also admit and accept that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Sub-Lessee and the Sub-Lessee shall be disallowed from using the Common Areas Of the Real Estate Project/Whole Project Included Amenities.

7. Promoters' Charge/Lien: The Promoters shall have first charge and/or lien over the Said Unit And Appurtenances for all amounts due and payable by the Sub-Lessee to the Promoters **provided however** if the Said Unit And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoters shall stand extinguished on the financial institution clearing all dues of the Promoters.

8. No Obstruction by Sub-Lessee to Further Construction: Subject to compliance with Section 14 of the Act, the Promoters shall be entitled to construct further floors on and above the top roof of the Said Block/Building and/or make other constructions elsewhere on the Said Complex and/or Whole Project and the Sub-Lessee shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Sub-Lessee due to and arising out of the said construction/developmental activity. The Sub-Lessee also admit and accept that the Promoters and/or employees and/or agents and/or contractors of the Promoters shall be entitled to use and utilize the Common Areas for movement of block/building materials and for other purposes and the Sub-Lessee shall not raise any objection in any manner whatsoever with regard thereto.

9. No Rights of or Obstruction by Sub-Lessee: All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement and the Promoters shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.

10. Variable Nature of Land Share and Share In Common Portions: The Sub-Lessee fully comprehend and accept that (**1**) the Share In Common Areas is a notional proportion that the Said Unit bears to the currently proposed area of the Said Block/Building/Real Estate Project (**2**) if the area of the Said Block/Building/ Real Estate Project is recomputed by the Promoters, then the Share In Common Areas shall vary accordingly and proportionately and the Sub-Lessee shall not question any variation (including diminution) therein (**3**) the Sub-Lessee shall not demand any refund of the Total Price paid by the Sub-Lessee on the ground of or by reason of any variation of the Share In Common Areas and (**4**) the Share In Common Areas are not divisible and partible and the Sub-Lessee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoters, in its absolute discretion.

11. Sub-Lessee to Participate in Formation of Association and Apex Body: The Sub-Lessee admit and accept that the Sub-Lessee and other intending Sub-Lessee of apartments in the Said Complex shall form the Association and the Sub-Lessee shall

become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all block/building/s in the Other Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex ("**Apex Body**"). The Sub-Lessee shall bear and pay the proportionate expenses of the Association and the Apex Body and shall acquire and hold membership with voting rights and in this regard the Sub-Lessee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each apartment Sub-Lessee will be entitled to cast a vote irrespective of his/her/its/their size of Apartment. The Sub-Lessee further admit and accept that the Sub-Lessee shall ensure and not object to the Association joining the Apex Body.

12. **Obligations of Sub-Lessee:** The Sub-Lessee shall:

(a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building, the Real Estate Project, the Whole Project and the Said Complex by the Promoters/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).

(b) **Observing Rules:** observe the rules framed from time to time by the Promoters/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Block/Building, the Real Estate Project, the Whole Project and the Said Complex.

(c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Unit And Appurtenances and the Common Areas from the possession date.

(d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Unit only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoters or to the other apartment Sub-Lessee. The main electric meter shall be installed only at the common meter space in the Said Complex. The Sub-Lessee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block/Building, the Project Property, and outside walls of the Said Block/Building **save** in the manner indicated by the Promoters/the Facility Manager/the Association (upon formation). The Promoters shall endeavour to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Sub-Lessee.

(e) **Residential Use:** use the Said Unit for residential purpose only. Under no circumstances shall the Sub-Lessee use or allow the Said Unit to be used for commercial, industrial or other non-residential purposes. The Promoters shall also not use or allow

the Said Unit to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

(f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Unit and the Said Block/Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Unit. In the event the Sub-Lessee makes any alterations/changes, the Sub-Lessee shall compensate the Promoters /the Association (upon formation) (as the case may be) as estimated by the Promoters /the Association (upon formation) for restoring it to its original state.

(g) **No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Unit And Appurtenances or the Common Areas or the Said Block/Building. The Sub-Lessee shall not install any dish-antenna on the balcony and/or windows of the Said Block/Building and/or on any external part of the Said Block/Building and/or the roof thereof. The Sub-Lessee shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Sub-Lessee shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoters. Grills may only be installed by the Sub-Lessee on the inner side of the doors and windows of the Said Unit. The Sub-Lessee shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoters, it being clearly understood by the Sub-Lessee that no out-door units of split air-conditioners will be installed on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Sub-Lessee shall install the out-door unit of the same either inside the Sub-Lessee own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Sub-Lessee shall also not install any collapsible gate on the main door/entrance of the Said Unit. The Sub-Lessee accept that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.

(h) **No Sub-Division:** not sub-divide the Said Unit And Appurtenances and the Common Areas, under any circumstances.

(i) **No Changing Name:** not change/alter/modify the names of the Said Block/Building and the Said Complex from that mentioned in this Agreement.

(j) **Trade Mark Restriction:** not to use the name/mark of the Transferor/Promoters in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever **save and except** for the purpose of address of the Said Unit and if the Sub-

Lessee do so, the Sub-Lessee shall be liable to pay damages to the Promoters and shall further be liable for prosecution for use of the mark.

(k) **No Nuisance and Disturbance:** not use the Said Unit or the Common Areas or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Block/Building and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.

(l) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.

(m) **No Obstruction to Promoters/Facility Manager/Association/ Apex Body:** not obstruct the Promoters/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the Promoters in constructing on other portions of the Said Block/Building and/or the Said Complex/Whole Project/Project Property and selling or granting rights to any person on any part of the Said Block/Building/Said Complex/Whole Project/Project Property(excepting the Said Unit and the Said Parking Space, if any).

(n) **No Obstruction of Common Areas:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Unit and the Said Parking Space, if any.

(o) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoters/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Areas.

(p) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas **save** at the places indicated therefore.

(q) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Unit, the Said Parking Space, if any or the Common Areas.

(r) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Unit and the Said Parking Space, if any.

(s) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Unit/Said Block/Building/Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Sub-Lessee from displaying a standardized name plate outside the main door of the Apartment.

(t) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.

(u) **No Installing Generator:** not install or keep or run any generator in the Said Unit and the Said Parking Space, if any.

(v) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.

(w) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Unit.

(x) **No Damage to Common Areas:** not damage the Common Areas in any manner and if such damage is caused by the Sub-Lessee and/or family members, invitees or servants of the Sub-Lessee, the Sub-Lessee shall compensate for the same.

(y) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Unit.

(z) **Fire Safety and Air Conditioning Equipment:** not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Unit and/or the Common Areas, as per statutory requirements. The Sub-Lessee hereby understand and accept that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Unit and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Unit shall always remain exposed and the Sub-Lessee shall not raise any objection in any manner whatsoever with regard thereto and further the Sub-Lessee hereby confirms that the Sub-Lessee shall not violate any terms of the statutory requirements/fire norms.

12.1 **Notification Regarding Letting/Transfer:** If the Sub-Lessee let out or sell the Said Unit And Appurtenances, the Sub-Lessee shall immediately notify the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) of the tenant's/ Sub-Lessee address and telephone number. Further, prior to any sale and/or transfer of the Said Unit And Appurtenances, the Sub-Lessee shall obtain a No Objection Certificate (**Maintenance NOC**) from the Facility Manager/the Association (upon

formation)/the Apex Body (upon formation), which shall only be issued to the Sub-Lessee after payment of all outstanding Common Expenses/Maintenance Charges, if any.

12.2 No Objection to Construction: Notwithstanding anything contained in this Agreement, the Sub-Lessee have accepted the scheme of the Promoters to construct/develop the Said Complex/Whole Project in phases and to construct on other portions of the Township Property/Proposed Adjoining Land and hence the Sub-Lessee have no objection to the continuance of construction in the other portions of the Township Property/ the Proposed Adjoining Land/the Said Complex, even after the date of possession notice. The Sub-Lessee shall not raise any objection to any inconvenience that may be suffered by the Sub-Lessee due to and arising out of the said construction/developmental activity.

12.3 No Right in Other Areas: Save and except as expressly mentioned in this Agreement, the Sub-Lessee shall not have any right in the other portions of the Township Property/the Proposed Adjoining Land/the Said Complex and the Sub-Lessee shall not raise any dispute or make any claim with regard to the Promoters either constructing or not constructing on the said other portions of the Township Property/the Proposed Adjoining Land/the Said Complex.

12.4 Roof Rights: A demarcated portion of the top roof of the Said Block/Building shall remain common to all Sub-Lessee of the Said Block/Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Block/Building shall belong to the Promoters with right of exclusive transfer and the Sub-Lessee specifically agree not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Block/Building as aforesaid, the Promoters shall always have the right of further construction on the entirety of the top roof and the Sub-Lessee specifically agree not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all Transferees/Allottees/transferees of the Said Block/Building.

12.5 Hoardings: The Promoters shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoters are permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoters may in its sole discretion deem fit on the Township Property and on the façade, terrace, compound wall or other part of the blocks/buildings as may be developed from time to time. The Promoters shall also be entitled to place, select, decide hoarding/board sites.

12.6 Transfer of Common Areas to Association: Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of the applicable laws, the Common Areas and all deposits relating thereto and/or the land comprised in the Project Property and/or Township Property or any part thereof are required and to be transferred to the Association (upon formation) of Sub-Lessee, then the Promoters and/or the Transferor, as per their respective entitlements, shall be entitled to do so and the Sub-Lessee shall do all acts, deeds and things and sign, execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Sub-Lessee of the Project (including the Sub-Lessee herein) proportionately and the Promoters and/or the Transferor shall not be liable therefor in any manner whatsoever and the Sub-Lessee and the other Sub-Lessee shall keep the Promoters and the Transferor fully indemnified with regard thereto.

12.7 No Objection To Transferees Of Original Township Property: Notwithstanding anything elsewhere to the contrary herein contained and subject to the terms of the Supplementary Agreement, it is expressly agreed, understood and clarified that the Sub-Lessee shall not raise any objection upon an Sub-Lessee of any apartment in any of the buildings erected upon any portion outside the Township Property but within the Original Township Property, being constructible/constructed by the Transferor and/or any party authorized by the Transferor for the such construction; from taking membership of the Said Club and using the Shared Infrastructure (defined in the Supplementary Agreement) included in but not limited to the Common Areas Of the Real Estate Project and the Whole Project Included Amenities.

13. Said Club:

13.1 The Promoters have decided to provide several amenities and facilities in a social and recreational club within the Said Complex (**Said Club**), intended for use and enjoyment of all Sub-Lessee of the Whole Project. It is clarified that **(1)** the decision of the Promoters as to what amenities and facilities shall be included in the Said Club shall be final and binding on the Sub-Lessee and **(2)** the Sub-Lessee hereby unconditionally accept the proposed usage of the Said Club by the other Sub-Lessee of the Whole Project and shall not, under any circumstances, raise any objection or hindrance to the other Sub-Lessee of the Whole Project using all or part of the amenities and facilities provided in the Said Club.

13.2 **Membership Obligation of Sub-Lessee:** Membership of the Said Club being compulsory for all Sub-Lessee of the Whole Project, the Sub-Lessee (which expression, in the context of the Said Club, means only 1 (one) person if the number of Sub-Lessee under this Agreement is more than 1 (one), as be nominated *inter se* among the Sub-Lessee) agree to become a member of the Said Club, on the preliminary terms and conditions recorded in this Agreement. The Sub-Lessee understand and accept that **(1)** detailed terms and conditions of membership and rules and regulations governing use of

the Said Club and its facilities will be formulated by the Club Manager (defined below) in due course and circulated to members before the Said Club is made operational (2) all members (including the Sub-Lessee) will be required to abide by these terms and conditions and rules and regulations **and** (3) the acceptance by the Sub-Lessee of the club scheme shall be a condition precedent to completion of Transfer of the Said Unit And Appurtenances in terms of this Agreement.

13.3 Membership Scheme of Said Club: The Sub-Lessee understand and accept that (1) membership of the Said Club shall be open only to the Sub-Lessee of the Whole Project/Said Complex (2) each apartment is entitled to 1 (one) membership, irrespective of the number of transferees/Sub-Lessee of such apartment (3) membership is open only to individuals (i.e. no corporate membership) and if the Sub-Lessee is a body corporate, it will be required to nominate 1 (one) occupier of the Said Unit, who, for all purposes, shall be treated as the member of the Said Club (4) the Said Club can be used by the member and his/her immediate family i.e. spouse and dependent children below 21 (twenty one) years subject to a maximum of 4 (four) dependents (5) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees (6) in the event of transfer of the Said Unit, the membership will stand terminated and the transferee shall be granted a new membership at the then applicable terms and as per the rules and regulations of the Said Club then in force **and** (7) if a Sub-Lessee let out his/her/its/their apartment, he/she/it/they may request a temporary suspension of his/her/its/their usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her/its/their membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Sub-Lessee.

13.4 Facilities of Said Club: Notwithstanding anything contained in this Indenture, the Sub-Lessee understand and accept that the Promoters shall have the sole rights and discretions in planning the details and facilities of the Said Club and the same may also be varied at the sole discretion of the Promoters.

13.5 Commencement of Operation of Said Club: The Promoters reasonably expects that the Said Club shall be made operational after the entirety of the Said Complex/Whole Project is completed and made ready. The Sub-Lessee understand and accept that the Completion Date of the Said Unit and/or Completion Date of the Said Block/Building have no connection and correlation with the Said Club becoming operational and the Sub-Lessee shall not raise any claim or objection in this regard.

13.6 **Club Manager:** The Sub-Lessee understand and accept that the Said Club (at the sole discretion of the Promoters) shall be managed and operated professionally through a club operation and management agency (**Club Manager**), to be exclusively engaged by the Promoters, at its sole discretion. Notwithstanding formation of the Association and the Apex Body, the Club Manager shall at all times continue to look after the maintenance and running of the Said Club. The Sub-Lessee further understand and accept that the Club Manager can only be changed and/or replaced at the sole discretion of the Promoters and the Sub-Lessee of the Said Complex shall have no right to replace the Club Manager.

13.7 **Membership Fee, Security Deposit and Monthly Subscription:** The Sub-Lessee understand and accept that (1) the Sub-Lessee do not have to pay any membership fee for membership of the Said Club as the Total Price includes the membership fee but future transferees of the Sub-Lessee may have to pay separate amounts towards membership fee (2) the Sub-Lessee may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club and (3) the Sub-Lessee will have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Sub-Lessee resides at the Said Unit, which shall be determined at the time of opening of the Said Club, at the sole discretion of the Promoters and this shall be in addition to the Common Expenses/Maintenance Charges.

13.8 **User Charge:** The Sub-Lessee understand and accept that (1) some facilities of the Said Club will be available for use free of charge by members while other facilities will be on a pay by use basis and (2) the rate, schedule etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Club Manager.

SCHEDULE 'H'

(Common Expenses)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Block/Building and the Said Complex and the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association of Sub-Lessee.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and

renovating the Common Areas [including the exterior or interior (but not inside any apartment) walls of the Said Block/Building] and the road network, STP etc.

6. **Operational:** All expenses for running and operating all machinery, equipment and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.

7. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Block/Building and the Said Complex **save** those separately assessed on the Sub-Lessee.

8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.

9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipment and personnel, if any.

MEMO OF CONSIDERATION

Sl. No. Amount Mode of payment Date

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

[Transferor]

[Promoters]

[Sub-Lessee]

Drafted by:

Advocate

High Court at Calcutta

Witnesses:

Signature_____

Signature_____

Name _____

Name _____

Father's Name _____

Father's Name _____

Address_____

Address_____

MEMO OF CONSIDERATION

Sl. No. Amount Mode of payment Date

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

[Transferor]

[Promoters]

[Sub-Lessee]

Drafted by:

Advocate

High Court at Calcutta

Witnesses:

Signature _____

Signature _____

Name _____

Name _____

Father's Name _____

Father's Name _____

Address _____

Address _____

Bhavani Developers Pvt. Ltd.

A. K. Sharma
Director