

This Deed of Sub-Lease executed on this the [] day of [] (“**Deed**”)

By and Between

Nirvana Devcon LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 (LLPIN: AAE-9340; Income Tax PAN: AAMFN9689E), having its registered office at 8/1, Lal Bazar Street, 1st floor, Bikaner Building, Room No. 11, Kolkata - 700 001, Police Station Hare Street and Post Office G.P.O., represented by its [], **Mr./Ms. []** (Income Tax PAN: []; Aadhaar No. []; Mobile No. +91-[]), son/daughter/wife of [], residing at [], Kolkata - 700 0[], Police Station [] and Post Office [], hereinafter referred to as the “**Sub-Lessor**” (which expression shall mean and include its successors-in-interest and/or permitted assigns) of the **First Part**;

And

Belani NPR Projects LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 (LLPIN: AAU-7038; Income Tax PAN: AAXFB0663K), having its registered office at 257/A, Deshpriya Shastri Road, Kolkata - 700 033, Police Station Jadavpur and Post Office Tollygunge, represented by its [], **Mr./Ms. []** (Income Tax PAN: []; Aadhaar No. []; Mobile No. +91-[]), son/daughter/wife of [], residing at [], Kolkata - 700 0[], Police Station [] and Post Office [], hereinafter referred to as the “**Developer**” (which expression shall mean and include its successors-in-interest and/or assigns) of the **Second Part**;

And

Mr./Ms. [] (Income Tax PAN: []; Aadhaar No. [] and Mobile No. +91-[]), son/daughter/wife of [], residing at [], Police Station [] and Post Office [], hereinafter referred to as the “**Sub-Lessee**” (which expression shall mean and include only his/her/each of their respective permitted successors-in-interest and/or permitted assigns) of the **Third Part**;

Or

**This draft has been compiled on the assumption that prior to the execution of the first deed of sub-lease in favour of any intending sub-lessee, the Sub-Lessor and/or the Developer will be able to form/ incorporate the Association under the provisions of The West Bengal Apartment Ownership Act, 1972. However, in the event that the Sub-Lessor and/or the Developer are prevented from forming and/or are unable to form such an Association due to any reason whatsoever or howsoever including but not limited to due to the mandates of The West Bengal Apartment Ownership Act, 1972 and/or any inconsistencies between any applicable statutes and/or governing laws, the Developer retains the right to modify this subject draft lease in such a manner as the Sub-Lessor and/or the Developer may then deem fit and proper taking into account inter alia the then prevailing circumstances. Further, while under Section 17 of the Act of 2016, the title to the undivided proportionate share in the common areas is to be transferred to the Association, Section 5 of the West Bengal Apartment Ownership Act, 1972 stipulates that each flat owner shall be entitled to an undivided interest in the common areas and facilities in the percentage to be stated in the declaration to be filed at the time of incorporation of the Association under the provisions of the Act of 1972 and that the percentage of such undivided interest in the common areas and facilities shall not be separated from the apartment to which it appertains and shall be deemed to be conveyed or encumbered with the apartment even though such interest is not expressly mentioned in the conveyance or other instrument. In the said circumstances, this subject draft may be required to be modified and/or altered in such a manner as the Developer may deem fit and proper. Furthermore, this subject draft may also be required to be modified and/or altered to address and/or deal with certain other known contingencies as also any changes in any applicable laws.*

[•] (CIN [•]; Income Tax PAN: [•]), a company existing under the provisions of the Companies Act, 2013, having its registered office at [•], Police Station [•] and Post Office [•], represented by its director, **Mr./Ms. [•]** (Income Tax PAN [•]; Aadhar No. [•]; Mobile No. +91-[•]), son/daughter/wife of [•], working for gain at [•], Police Station [•] and Post Office [•], authorized by a resolution passed at a meeting of the directors of [•] held on [•], hereinafter referred to as the “**Sub-Lessee**” (which expression shall mean and include only its permitted successors-in-interest and/or permitted assigns) of the **Third Part**:

Or

[•] (LLPIN [•]; Income Tax PAN: [•]), a limited liability partnership existing under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at [•], Police Station [•] and Post Office [•], represented by its designated partner, **Mr./Ms. [•]** (Income Tax PAN [•]; Aadhar No. [•]; Mobile No. +91-[•]), son/daughter/wife of [•], working for gain at [•], Police Station [•] and Post Office [•], authorized by a resolution passed at a meeting of the partners of [•] held on [•], hereinafter referred to as the “**Sub-Lessee**” (which expression shall mean and include only its permitted successors-in-interest and/or permitted assigns) of the **Third Part**:

Or

[•] (Income Tax PAN: [•]), a partnership firm registered under the provisions of the Partnership Act, 1932, having its registered office at [•], Police Station [•] and Post Office [•], represented by its partner, **Mr./Ms. [•]** (Income Tax PAN: [•]; Aadhar No. [•]; Mobile No. +91-[•]), son/daughter/wife of [•], working for gain at [•], Police Station [•] and Post Office [•], authorized by a resolution passed at a meeting of all the partners of [•] held on [•], hereinafter referred to as the “**Sub-Lessee**” (which expression shall mean and include only its permitted successors-in-interest and/or permitted assigns) of the **Third Part**:

Or

[•] **HUF** (Income Tax PAN: [•]), a Hindu Undivided Family, having its office at [•], Police Station [•] and Post Office [•], represented by its Karta and/or Manager, **Mr. [•]** (Income Tax PAN: [•]; Aadhar No. [•]; Mobile No. +91-[•]), son of [•], residing at [•], Police Station [•] and Post Office [•], hereinafter referred to as the “**Sub-Lessee**” (which expression shall mean and include only its permitted successors-in-interest and/or permitted assigns) of the **Third Part**:

And

[•] **Association** (Income Tax PAN No. [•]), an association registered under the provisions of the West Bengal Apartment Ownership Act, 1972, having its office at [•], Kolkata - 700 [•], Police Station [•] and Post Office [•], represented by its [•], **Mr./Ms. [•]** (Income Tax PAN: [•]; Aadhar No. [•]; Mobile No. +91-[•]), son/daughter/wife of [•], residing at [•], Kolkata - 700 [•], Police Station [•] and Post Office [•], authorized by a resolution passed at a meeting of the [•] **Association** held on [•], hereinafter referred to as the “**Association**” (which expression shall mean and include its successors-in-interest) of the **Fourth Part**:

The “**Sub-Lessor**”, the “**Developer**”, the “**Sub-Lessee**” and the “**Association**” are hereinafter individually referred to as such or as a “**Party**”, and collectively as the “**Parties**”.

Whereas:

- A. By and under a Deed of Lease dated 15th September, 2016, registered with the Additional Registrar of Assurance, Office of the ARA-I Kolkata, West Bengal, in Book No. I, Volume No. 1901-2016, Pages 228935 to 228969, Being No. 190106951 for the year 2016 (“**Lease Deed**”), the West Bengal Transport Corporation Limited, formerly known as the Calcutta Tramways Company (1978) Limited (“**CTC**”), therein described as the Lessor, demised by way of lease/granted in favour of the Sub-Lessor herein, therein described as the Lessee, the entirety of/the leasehold rights over and in respect of/to All That the piece and parcel of land admeasuring 240.5 cottahs more or less together with structures thereon, situate, lying at and being Premises No. 257/A, Deshpran Shasmal Road, Kolkata - 700 033, Police Station Jadavpur, Post Office Tollygunge, within Ward No. 94 of the Kolkata Municipal Corporation (“**Said Premises**”), more specifically described in **Part - I of Schedule A** hereunder written, for a period of 99 (ninety nine) years commencing on and from 15th September, 2016 (“**Lease Term**”), renewable for a further period of 99 (ninety nine) years at the option of the Sub-Lessor with the prior permission of CTC on the terms stipulated in the Lease Deed, for the purpose of constructing thereon building(s) for such purpose as may be allowed by the municipal and appropriate authorities, and to sub-let, sub-lease or otherwise deal with and/or dispose of the same in compliance with the terms stipulated in the Lease Deed, in lieu of and subject to the premium, the ground/lease rent and the terms and conditions contained and recorded in the Lease Deed.
- B. Thus, the Sub-Lessor herein became and continues to be well and sufficiently entitled to the Said Premises, and the name of the Sub-Lessor stands duly mutated in the records of the Kolkata Municipal Corporation as the lessee of the Said Premises.
- C. By and under a development agreement dated 23rd December, 2020, registered with the Additional Registrar of Assurance, Office of the ARA-II Kolkata, West Bengal, in Book No. I, Volume No. 1903-2021, Pages 18600 to 18714, Being No. 190306955 for the year 2020, since amended from time to time (“**Development Agreement**”), the Sub-Lessor herein, therein described as the Lessee, in lieu of the consideration recorded therein, granted in favour of the Developer herein, therein also described as the Developer, amongst several other rights, powers and authorities, *inter alia* the sole and exclusive right to develop and deal with the Said Premises, and further in pursuance of the Development Agreement the Sub-Lessor also granted to/in favour of the Developer several other rights, powers and authorities.
- D. The Said Premises was thereafter earmarked for the purpose of developing thereon the Project, and in pursuance of the same the Developer had the Plan duly sanctioned by the Kolkata Municipal Corporation for the development of the Said Premises.
- E. Upon the Authority commencing registration of real estate projects, the Project was duly registered with the Authority under the provisions of the Act of 2016 on [redacted], vide Registration No. [redacted], .
- F. Pursuant to the application, bearing the number and date as stated in **Part-I of Schedule B** hereunder written, made by the Sub-Lessee to the Developer for allotment of an Apartment in/at the Project (“**Application**”) on the terms and conditions recorded

therein, the Developer, by and under a provisional allotment letter, bearing the number and date as stated in **Part-II of Schedule C** hereunder written (“**Allotment Letter**”), agreed to provisionally allot in favour of the Sub-Lessee All That the Subject Apartment comprising of the Identified Apartment more specifically described in **Part - II of Schedule A** hereunder written together with the Identified Utility Room more specifically described in **Part - III of Schedule A** hereunder written together with the permission to use such number(s) of Car Parking Space(s) as more specifically described in **Part - V of Schedule B** hereunder written (“**Said Car Parking Space(s)**”), subject to and on the terms and conditions recorded in the Application and the Allotment Letter and the general terms and conditions forming a part of and/or governing the said provisional allotment and/or the Allotment Letter, and further subject to the Sub-Lessee making timely payment of the consideration amount as well as all other dues, deposits, costs and expenses, each of which were unconditionally accepted by the Sub-Lessee.

- G. Subsequently, by a registered agreement executed amongst the Sub-Lessor, the Developer and the Sub-Lessee herein, bearing the date and registration details as stated in **Part - III of the Schedule B** hereunder written, as amended by the Parties from time to time by way of letters and/or supplemental agreements and/or addenda (“**Agreement**”), in consideration of the various amounts stipulated therein and/or as determined by the Developer from time to time, each agreed to be paid and/or deposited by the Sub-Lessee to/with the Developer, and in further consideration of the Sub-Lessee agreeing and undertaking to perform, observe and comply with each of the terms, conditions, covenants and obligations stipulated by the Developer including but not limited to those stated in the Agreement, each to the satisfaction of the Developer, the Sub-Lessor and the Developer, at the request of Sub-Lessee, agreed to provisionally:
- (i) demise by way of sub-lease, the Said Apartment (more specifically described in **Part - IV of Schedule A** hereunder written) in favour of the Sub-Lessee, and
 - (ii) permit the Sub-Lessee to park car(s) owned by the Sub-Lessee within the space(s) comprising the Said Car Parking Space(s), and
 - (iii) demise by way of sub-lease, the Undivided Share (more specifically described in **Part - VI of Schedule A** hereunder written), in favour of the Association, and
 - (iv) permit the Sub-Lessee to use the Residential Zone Common Areas along and in common with the Apartment Sub-Lessees, and
 - (v) permit the Sub-Lessee to use the Identified Common Areas along and in common with the Apartment Sub-Lessees and the Commercial Zone Sub-Lessees, and
 - (vi) permit the Sub-Lessee to use the Common Utility Areas along and in common with the Identified Apartment Sub-Lessees,

each of the above for the period commencing on and from the date of execution and registration of this Deed and lapsing on the date of expiry of the Lease Term together with the right of renewal thereof subject to and on the terms stipulated in the Lease Deed read with those stipulated in this Deed (“**Sub-Lease Term**”), and the Sub-Lessee agreed

to acquire such sub-lease and accept such permission, each for the tenure of the Sub-Lease Term, all subject to and on the terms recorded in the Agreement.

- H. In the intervening period, in pursuance of several applications filed from time to time by the Sub-Lessor, CTC *inter alia* extended the time period stipulated in the Lease Deed for undertaking as also completing the construction work at/on the Said Premises.
- I. The Developer since proceeded with the development of the Project, and the Kolkata Municipal Corporation has issued an occupancy/completion certificate dated [•], in pursuance whereof the Sub-Lessee has received from the Developer, the vacant and peaceful physical possession of the Subject Apartment to his/her/their/its/each of their respective complete satisfaction.
- J. At or before the execution of this Deed, the Sub-Lessee confirm(s) that after having conducted and completed to his/her/their/its/each of their respective complete satisfaction: (i) an independent due diligence and title verification in respect of *inter alia* the Said Premises; (ii) the compliance and/or non-compliance, if any, by the Developer and/or by the Sub-Lessor of all/any applicable law(s), notification(s), rule(s) etc.; and (iii) a physical inspection of the Said Premises and the Subject Apartment including but not limited to of the area thereof/comprised therein as also the various specifications in terms whereof the Residential Zone and the Subject Apartment have been constructed and completed, and further after inspecting, examining, perusing and understanding each of the deeds and papers pertaining *inter alia* to the manner in which each of the Sub-Lessor and the Developer have respectively acquired right and/or title and/or interest in/to/over/in respect of the Said Premises including but not limited to the Lease Deed and the Development Agreement, as also each of the papers, documents etc. (including the various covenants, terms, conditions etc. respectively stipulated therein including the leasehold nature of the Said Premises held by the Sub-Lessor for the tenure of the Lease Term,) related *inter alia* to the Said Premises including but not limited to amongst others, the several plans including the layout plan, the Plan, the specifications, approvals etc. of/for the Project each together with the variations, additions, deletions, modifications, revisions, alterations etc. thereto from time to time, the deeds, papers, documents, details, schedules etc. referred to and/or specified under the Act of 2016 and the Rules as also those referred to and/or described herein, each of which have from time to time been provided by the Developer to the Sub-Lessee, and the Sub-Lessee confirm(s) and acknowledge(s) receipt of the true copies thereof, and the Sub-Lessee having carefully read and understood and/or having complete and due notice and knowledge of, having relied on his/her/their/its/each of their respective own judgment and investigation and after fully satisfying himself/herself/themselves/itself, has/have accepted, without any reservation, each of the aforesaid, and *inter alia* the undernoted:-
- i) the leasehold right, title and interest of the Sub-Lessor in/to/over/in respect of the Said Premises including but not limited to the devolution thereof in favour of the Sub-Lessor for the tenure of the Lease Term; and
 - ii) the right, interest etc. of the Developer to develop and deal with the Project constructed/developed on the Said Premises; and
 - iii) the nature, state, condition and measurement of the Said Premises and the Project, as applicable, and the manner in which the same is/are to be used;

- iv) the mixed use nature of the Project, which comprises of an intermingled Residential Zone and Commercial Zone;
- v) the permission to park car(s) within the space(s) comprising the Said Car Parking Space(s) comprises an integral and inseparable part of the Said Apartment, subject to due compliance by the Sub-Lessee of each of the stipulated terms, to the satisfaction of the Sub-Lessor/Developer;
- vi) the respective location, lay out plan and dimensions of each of the Identified Apartment, the Identified Utility Room and the Said Car Parking Space(s);
- vii) the state and condition of each of the Identified Apartment, the Identified Utility Room, the Common Utility Areas, the Said Car Parking Space(s) and the Common Areas including but not limited to the mode and manner of construction and completion thereof, the workmanship, the materials used, the extent of fit outs therein, if any and as applicable, as also the measurements, dimensions, designs, drawings, boundaries and specifications thereof;
- viii) the Common Areas;
- ix) all the laws, notifications, rules, regulations etc. applicable to the area where the Said Premises is situate, in general, and the Project and similar projects, in particular;
- x) the area respectively comprised in the Balconies and the Private Open Terrance(s) if any, and the mode and manner of calculation thereof;
- xi) the respective Carpet Area and Built-Up Area of the Said Apartment and the mode and manner of calculation thereof;
- xii) the reservation by the Developer of the areas/portions comprising the Commercial Zone and the retention of the rights in respect thereof by the Developer;
- xiii) the nature and the extent of the rights and benefits granted and/or extended to the Sub-Lessee as also the several obligations to be performed and fulfilled by the Sub-Lessee, each to the satisfaction of the Sub-Lessor/Developer;
- xiv) the terms, conditions, covenants, stipulations, restrictions, reservations and obligations in the matter of acquiring, for the tenure of the Sub-Lease Term: (a) leasehold rights, as a sub-lessee, to/over/in respect of the Said Apartment; along with (b) the permission to: (i) park car(s) within the space(s) comprising the Said Car Parking Space(s), (ii) use the Residential Zone Common Areas along and in common with the Apartment Sub-Lessees, (iii) use the Identified Common Areas along and in common with the Apartment Sub-Lessees and the sub-lessees/ lawful occupants of the Commercial Zone, and (iv) use the Common Utility Areas along and in common with the Identified Apartment Sub-Lessees, and the respective manner and method of use and enjoyment of the Said Apartment, the Said Car Parking Space(s), the Residential Zone Common Areas, the Identified Common Areas and the Common Utility Areas, as well as the covenants running with the

land and the Said Apartment And Properties Appurtenant Thereto, as also the obligations and limitations of the Developer and the Sub-Lessor, as the case may be, and further the obligations and liabilities of the Sub-Lessee, and furthermore such other terms and conditions as stipulated in this Deed, each of which shall be binding on the Sub-Lessee, and the Sub-Lessee undertake(s) and covenant(s) to faithfully abide by the same and not to object to the same on any ground whatsoever;

- xv) the right and/or permission of the nature specified herein and granted hereunder to the Sub-Lessee shall remain restricted and limited only for the Sub-Lease Term, and only to that: (a) as a sub-lessee in respect of the Said Apartment, and (b) as a permitted user in respect of: (i) the Said Car Parking Space(s), (ii) the Residential Zone Common Areas along and in common with the Apartment Sub-Lesseees, (iii) the Identified Common Areas along and in common with the Apartment Sub-Lesseees and the sub-lesseees/lawful occupants of the Commercial Zone, and (iv) the Common Utility Areas along and in common with the Identified Apartment Sub-Lesseees, and similarly the right of the Association shall remain restricted and limited only for the Sub-Lease Term and only to that as a sub-lessee in respect of the Common Areas, each subject to the terms, conditions, covenants, undertakings etc. respectively stipulated herein and in the manner stipulated herein, and thus neither the Sub-Lessee nor the Association has/have nor shall have nor claim nor shall be entitled to claim any manner or nature of right and/or title and/or interest to/over/in respect of any of the other parts and portions of the Said Premises and the Project save those in respect whereof a right/permission has been specifically granted hereunder, and thus each of the Sub-Lessee and the Association covenant and undertake not to, at any time, claim, set up, make, raise etc. any manner/nature of claim, demand or action contrary to the aforesaid,

and the Sub-Lessee hereby and hereunder undertake(s) and covenant(s) not to make or raise any objection or claim or requisition in respect of *inter alia* any of the aforesaid, or to make or raise or set up or initiate any claim or demand or action contrary to the aforesaid on any ground whatsoever or howsoever.

- K. Relying on the representations, undertakings etc. of the Sub-Lessee and the Association including those recorded anywhere in this Deed, and believing the same to be true and correct and acting solely on the faith and basis thereof, the Sub-Lessor and the Developer are executing this Deed in favour of the Sub-Lessee and the Association, in the manner and subject to and on the terms and conditions recorded herein.

Now This Deed Witnesseth as follows:

- I. In pursuance of the aforesaid and in consideration of payment by the Sub-Lessee to the Developer of the sum recorded in the memo of consideration hereto appended (the receipt whereof the Developer doth hereby as also by the memo hereunder written, admits and acknowledges) and further in consideration of each of the Sub-Lessee and the Association agreeing and undertaking to observe, perform, abide by, adhere to and comply with and/or ensure observance, performance, abidance, adherence and compliance of/to/with each of the several terms, conditions, covenants, stipulations,

undertakings, restrictions and obligations recorded in this Deed including but not limited to those stipulated in **Schedule E** hereunder written, the Sub-Lessor, with the consent and concurrence of the Developer, doth hereby and hereunder only for the tenure of the Sub-Lease Term:

- i) demises/grants by way of sub-lease, to, unto and in favour of the Sub-Lessee, All That the Said Apartment (described in **Part - IV** of **Schedule A** hereunder written) free from any encumbrances created by the Sub-Lessor and/or the Developer **To Have And To Hold** exclusive possession of the Subject Apartment **Subject To** the several terms, conditions, covenants, stipulations, undertakings, restrictions, reservations and obligations stipulated in this Deed **And Further Subject To** the right of the Identified Apartment Sub-Lessee to use the Common Utility Areas along and in common with the Sub-Lessee, and
- ii) grants, to, unto and in favour of the Sub-Lessee, All That the permission to park car(s) owned by the Sub-Lessee within the space(s) comprising the Said Car Parking Space(s) [described in **Part - V** of **Schedule A** hereunder written] **Subject To** the several terms, conditions, covenants, stipulations, undertakings, restrictions, reservations and obligations stipulated in this Deed, and
- iii) demises/grants by way of sub-lease, to, unto and in favour of the Association, All That the Undivided Share (described in **Part - VI** of **Schedule A** hereunder written) free from any encumbrances created by the Sub-Lessor and/or the Developer **Subject To** the several terms, conditions, covenants, stipulations, undertakings, restrictions, reservations and obligations stipulated in this Deed **And Further Subject To** the right of *inter alia*:
 - a) the Sub-Lessee, the Apartment Sub-Lessee, the Sub-Lessor, the Developer and the maintenance staff to use the Residential Zone Common Areas along and in common with each other,
 - b) the Sub-Lessee, the Apartment Sub-Lessee, the Commercial Zone Sub-Lessee, the Sub-Lessor, the Developer and the maintenance staff to use the Identified Common Areas along and in common with each other,

but subject to and only upon payment by each of the aforesaid concerned persons/entities, as the case may be, of the Common Expenses, each together with the applicable Taxes,

each of the above/aforesaid subject to the observance, performance, abidance, adherence and compliance of/with each of the several terms, conditions, covenants, stipulations, undertakings, restrictions, reservations and obligations stipulated in this Deed, and the Sub-Lessee and the Association hereby respectively accept the aforesaid grant/demise and permission, as the case may be, each for the tenure of the Sub-Lease Term on and subject to each of the several terms, conditions, covenants, stipulations, undertakings, restrictions, reservations and obligations stipulated in this Deed, each of which the Sub-Lessee and the Association respectively undertake and covenant to observe, perform, abide by, adhere to and comply with and/or ensure the observance, performance, abidance, adherence and compliance of/to/with.

II. The Sub-Lessor doth hereby covenants with the Sub-Lessee and the Association as follows:

- i) notwithstanding any act, deed matter or thing whatsoever done, executed or knowingly suffered to the contrary by the Sub-Lessor, the Sub-Lessor is well and sufficiently entitled to the Said Premises on the terms and for the period stipulated in the Lease Deed;
- ii) the right and/or permission, as the case may be, professed to be granted hereunder subsists, and the Sub-Lessor has not at any time done, executed or performed any act, deed or thing save those stipulated herein;
- iii) there are no litigations pending before any court of law with respect to the Said Premises as per the actual knowledge of the Sub-Lessor;
- iv) as on the date of execution of these presents, the Lease Deed is a valid and subsisting document;
- v) subject to the observance, performance and compliance by the Sub-Lessee and the Association of each of the terms, conditions, stipulations, undertakings, restrictions, obligations etc. stipulated herein, each being covenants running with the land and the Said Apartment And Properties Appurtenant Thereto, and upon/subject to the Sub-Lessee making timely payment of *inter alia* each of the charges, expenses etc. herein reserved and further subject to the Sub-Lessee paying and discharging all the rates, taxes and impositions in respect of the Said Apartment And Properties Appurtenant Thereto, it shall be lawful for the Sub-Lessee and the Association for the tenure of the Sub-Lease Term to peaceably and quietly hold, use and enjoy the specific rights and interest granted in their respective favour under these presents, in the manner stated herein and to respectively receive the rents, issues and profits therefrom and every part thereof without any hindrance, eviction, interruption, disturbance, claim or demand whatsoever from, of or by the Sub-Lessor or any person claiming through, under or in trust for the Sub-Lessor;
- vi) subject to timely and due compliance and performance by the Sub-Lessee of each of the terms, conditions, provisions, obligations etc. stipulated respectively in the Lease Deed and this Deed, and further subject to the then prevailing Applicable Laws and/or the then prevailing policies, bye-laws, rules, regulations etc. governing CTC and/or the Said Premises and/or properties similarly placed/situate as the Said Premises, at any time, which is not more than 1 (one) year but not less than 3 (three) months before the expiry of the Lease Term, the Sub-Lessee and/or the Association and/or all the Apartment Sub-Lesseees along with all the Commercial Zone Sub-Lesseees, as the case may be, will be entitled, either directly or through the Sub-Lessor, to apply in writing to CTC and subsequently obtain from CTC and/or the concerned authorities, all at the cost and expense of the Sub-Lessee and/or the Association and/or all the Apartment Sub-Lesseees along with all the Commercial Zone Sub-Lesseees, as the case may be, renewal of the lease granted under the Lease Deed for a further term of 99 (ninety nine) years on such terms and conditions and in lieu of such premium,

consideration, rent etc. as may then be determined by CTC and/or by the concerned authorities and accepted by the Sub-Lessee and/or by the Association and/or by all the Apartment Sub-Lessees along with all the Commercial Zone Sub-Lessees, as the case may be

Provided That the Developer shall not be liable or responsible for applying for such renewal

And Further Provided That neither the Developer nor the Sub-Lessor shall be liable or responsible for ensuring such renewal and/or for bearing and/or contributing any cost, expense, consideration etc. by whatever name called, payable for the same including but not limited to any stamp duty, registration fee etc. payable on any such renewal deed(s).

III. The Developer doth hereby covenants with the Sub-Lessee as follows:

- i) that in the event the Sub-Lessee alleges any structural defect in the construction of the Subject Apartment or any defect in the specifications in terms whereof the Subject Apartment has been constructed by the Developer (“**Apartment Specifications**”), and the Sub-Lessee brings the same to the notice of the Developer in writing within a period of 5 (five) years from the Effective Date (as stated in **Part – IV** of the **Schedule B** hereunder written) or within the time prescribed in the Act of 2016 and/or the Rules, whichever be earlier, the Developer will, within a reasonable period of time and without further charge, undertake necessary remedial steps for rectification and/or replacement of the same as advised by the architect appointed by the Developer for the Project (“**Architect**”).

Provided That the liability of the Developer to undertake any such remedial steps shall arise only in cases where such alleged structural defect in the construction of the Subject Apartment or such alleged defect in the Apartment Specifications:

- a) is established as having been caused solely due to the fault of the Developer; and/or
- b) has not been caused and/or occasioned, directly and/or indirectly, by/due to the commission or omission of any act, deed or thing caused/occasioned by and/or attributable to the Sub-Lessee and/or the Associations and/or any of the contractors, men, servants, personnel, agents, employees, contractors etc. of the Sub-Lessee and/or the Associations ; and/or
- c) has not been caused and/or occasioned, directly and/or indirectly, by/due to delay on the part of the Sub-Lessee in taking timely hand over of the Subject Apartment in the manner stipulated in and subject to the terms of the Agreement; and/or
- d) is not on account of/due to normal wear and tear, accident, misuse etc.; and/or
- e) is not any manufacturing or other defect in any inputs or fixtures or services of a third party; and/or
- f) does not pertain to:

1. equipments (including but not limited to generators, motors, sewage treatment plants, transformers and gym equipment) which carry manufacturer's guarantees for a limited period; and/or
2. fittings relating to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear; and/or
3. allowable structural and other deformations including expansion quotient,

And Further Provided That no steps have been/are taken by the Sub-Lessee(s) and/or the Association of his/her/their/its own volition in an endeavour to rectify any such purported defect, it being clarified that the Developer's aforesaid defect liability obligations shall also be subject to the Sub-Lessee and/or the Association and/or the Facility Management Entity, as the case may be, continuing with all the annual or other maintenance contracts for the equipments, materials etc. installed/used within the Project and/or the Subject Apartment, with the Sub-Lessee also acknowledging and accepting that non-structural cracks may appear in the external and internal walls of structures on account of variations in temperature or due to occurrence of force majeure event(s), which shall not be covered under the defect liability obligations of the Developer.

And Further Provided That in the event there is any dispute in relation to any alleged defect as stated aforesaid including determining if the same tantamounts to an alleged structural defect in the construction of the Subject Apartment or any alleged defect in the Apartment Specifications, the said dispute shall, notwithstanding anything to the contrary contained in this Deed, be referred to the Architect, whose decision in respect thereof shall be final and binding on the Parties.

And Further Provided That subject to and without prejudice to the above, in the event the Developer fails to rectify the aforesaid stipulated defects and/or in cases where the aforesaid stipulated defects cannot be rectified due to reasons solely attributable to the Developer, then and in such an event, the Sub-Lessee shall be entitled to receive appropriate compensation in the manner as provided in the Act of 2016 read with the Rules.

- ii) after handing over physical possession of all the Apartments, areas, spaces etc. to the concerned Apartment Sub-Lessees and the concerned Commercial Zone Sub-Lessees or at such time as the Developer may deem it fit and proper, the Developer will hand over the necessary documents and plans in respect of the Project including the Common Areas to the Association, as per Applicable Laws.

IV. The Sub-Lessee doth hereby agree(s), admit(s), acknowledge(s), confirm(s), undertake(s) and covenant(s) as follows:-

- i) that the Project envisaged on the Said Premises comprises *inter alia* of the Residential Zone and the Commercial Zone, and thus that amongst several other matters as determined by the Developer at its sole and absolute discretion:

- a) the Commercial Zone Sub-Lessees shall become/be members of the Association,; and
- b) the Commercial Zone Sub-Lessees shall be entitled to access, use and enjoy the Identified Common Areas in the manner so determined by the Developer in common with the Sub-Lessee and the other Apartment Sub-Lessees; and
- c) the Sub-Lessee herein shall not have/acquire any manner or nature of right or title or interest to/in/over/in respect of any part or portion of the Commercial Zone and further shall not be entitled to access, use or enjoy any part or portion of the Commercial Zone on any ground whatsoever or howsoever whether by virtue of being an Sub-Lessee hereunder or by virtue of acquiring a sub-lease in respect of the Said Apartment and/or by virtue of being a member of the Association; and
- d) the Sub-Lessee herein shall not be entitled to access, use or enjoy any part or portion of the Commercial Zone Common Areas notwithstanding the fact that the Commercial Common Areas comprise a part of the Common Areas and further notwithstanding the composition of the Undivided Share; and
- e) the Identified Apartment Sub-Lessees shall be entitled to access, use and enjoy the Common Utility Areas in the manner so determined by the Developer in common with the Sub-Lessee,

and the Sub-Lessee having accepted each of the aforesated, hereby and hereunder records his/her/their/its/each of their respective consent, confirmation and no-objection to the same.

- ii) to become a member of the Association, and to pay/reimburse upon demand and at such time as designated by the Developer, the necessary subscription and/or membership charges, fees etc. together with the proportionate costs and expenses for/towards formation of the Association, inducting and/or making the Sub-Lessee a member thereof including but not limited to the stamp duty and registration costs, if any, each as ascertained by the Developer, and the Sub-Lessee hereby authorize(s) and empower(s) the Developer to take all necessary steps in respect thereof including execution and registration of all necessary forms, applications, deeds, documents etc., it being clarified that without becoming a member of the Association, the Sub-Lessee shall not be entitled to avail and/or access and/or use and/or enjoy any of the Identified Common Areas and/or the Residential Zone Common Areas;
- iii) that irrespective of the number of Persons comprising the Sub-Lessee and further irrespective of the Sub-Lessee acquiring sub-lease rights in respect of more than 1 (one) Apartment, each Apartment in/at the Project shall represent only 1 (one) share, thus entitling the Sub-Lessee to become a member of the Association, provided that in the undernoted cases, only the following Person(s) shall be entitled to become a member of the Association:
 - (a) if the number of Person(s) comprising the Sub-Lessee be more than 1 (one), then the Person whose name first appears in the nomenclature of this Deed as the Sub-Lessee; and/or

- (b) if the Sub-Lessee be a minor, then the parent/natural guardian of such minor Sub-Lessee; and/or
- (c) if the Sub-Lessee be a company or a limited liability partnership or a partnership firm or a Hindu Undivided Family, then only 1 (one) person so authorized in writing by the concerned company/limited liability partnership/ partnership firm/Hindu Undivided Family,

it being clarified that a tenant, licensee, lessee etc. of the Sub-Lessee shall not be entitled to become a member of the Association.

- iv) that before the Common Areas are handed over by the Developer to the Association, the Developer has and shall have the right to adjust from any of the amounts deposited by the Sub-Lessee with the Developer in terms of and/or in pursuance of the Agreement (“**Deposits**”), any receivables and/or dues of/payable to the Developer and/or any of the Other Entities towards the Project and/or any part or portion thereof or on any account whatsoever, whereupon the Sub-Lessee shall and further hereby and hereunder agree(s) and undertake(s) to bear all the Taxes that may be levied on the Developer including but not limited to on account of making such adjustments and/or on account of the Developer transferring/handing over the Deposits (to the extent as stated hereinafter) to the Association;
- v) to make good and pay to the Developer any shortfalls as determined by the Developer, as also to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Developer as due and payable by the Sub-Lessee and/or to replenish any shortfalls caused on account of the Sub-Lessee within 7 (seven) days of a demand made on the Sub-Lessee in respect thereof without prejudice to the right of the Developer to adjust/claim such shortfalls etc. from any Deposits held by the Developer at the time of the handover stipulated in this Deed, on the clear and unequivocal understanding that the Developer shall not be liable in any manner whatsoever for any shortfall in any of the Deposits due to the above adjustments or otherwise after handover of the applicable Deposits by the Developer to the Association, and each of the Sub-Lessee, the Association, the Apartment Sub-Lessees and the Commercial Zone Sub-Lessees shall jointly and/or severally keep the Indemnified Parties safe, harmless and indemnified in respect thereof.
- vi) to deposit with the Association as interest free deposits, sinking funds, corpus deposits etc. amongst others, further various/several non-refundable amounts as also refundable amounts (subject to adjustments), each together with the applicable Taxes thereon (“**Further Deposits**”), as may be determined by the Association at its sole and absolute discretion including in respect of the frequency, quantum and heads of each of such deposit(s), *inter alia* towards/for the ground/lease rent payable to CTC, the Maintenance Charges, any of the Common Purposes, the installation, on-going operation, maintenance and management, upkeep, repairs, replacements and improvements of *inter alia* the electrical infrastructure, water connections, generator, all facilities serving the Said Premises, the Project, the Tower(s), the Identified Common Areas and the Residential Zone Common Areas, each within such time period as may be stipulated by the Association, provided that such payment towards the Further Deposits and the other deposits if any shall not absolve the Sub-Lessee of his/her/their/its obligation to pay the applicable Maintenance Charges *inter alia* in terms of this Deed, and further provided

that the Sub-Lessee shall not be entitled to call upon/request the Developer and/or the Association to adjust and/or appropriate any part or portion of any of the Deposit(s) and/or Further Deposits and/or other deposits towards payment of the Maintenance Charges and/or any part or portion thereof and/or any other outgoings payable by the Sub-Lessee including but not limited to the Outgoings;

- vii) that the Developer and/or the Association, as the case may be, shall be entitled to either hold or to invest the applicable Deposits and/or the Further Deposits and/or the other deposits, if any, in such a manner and/or in such securities as the Developer and/or the Association, as the case may be, may deem fit and proper;
- viii) simultaneously with the hand over to the Association of the Common Areas as also the rights, obligations, responsibilities liabilities etc. pertaining to the Common Purposes coupled with the taking over by the Association of such of the rights and obligations of the Developer including those pertaining to the Common Purposes as the Developer deems fit and proper, the Association shall be entitled thereto and obliged therefor including but not limited to the compliance, subsistence and renewal of all licenses, annual and/or other maintenance contracts, other contracts, insurances, guarantees, warranties, obligations etc. to various authorities including under various statutes and/or to various third parties, as may from time to time have been procured/obtained/entered into by the Developer, and the Association shall become liable and responsible for the proper safety and maintenance, management, upkeep and administration of the Project and all the fixtures, equipments and machineries provided by the Developer including the Common Areas, and the Developer shall on the date so designated by the Developer immediately stand discharged and/or absolved of any liability, responsibility etc. in respect thereof, and each of the Sub-Lessee and the other Apartment Sub-Lessee, each of the Commercial Zone Sub-Lessee and the Association shall keep each of the Indemnified Parties safe, harmless and indemnified in respect thereof;
- ix) [*the assignment/delegation by the Developer of its rights pertaining to the Common Purposes and/or any part thereof in favour of [•] / the nomination/appointment of a Facility Management Entity by the Developer*] for undertaking and/or rendering such of the Common Purposes as determined by the Developer at its sole and absolute discretion, on such terms and conditions as determined by the Developer at its sole and absolute discretion, and the Sub-Lessee agree(s) and undertake(s) not to object to the same on any ground whatsoever;

Or

that at such time as the Developer or the Association, as the case may be, may deem it fit and proper, the Developer or the Association, as the case may be, shall be entitled to and/or the Developer shall be entitled to call upon the Association to assign/delegate all rights pertaining to the Common Purposes and/or any part thereof in favour of any third party and/or to nominate/appoint a Facility Management Entity for undertaking and/or rendering such of the Common Purposes as may be determined by the Developer or the Association, as the case may be, at their sole and absolute discretion, with the Developer or the Association, as the case may be, furthermore having the right and authority to determine at their sole and absolute discretion *inter alia* the terms and conditions governing such appointment, and the Sub-Lessee agree(s) and undertake(s) not to object to the same on any ground whatsoever;

- x) that if so directed by the Developer or the Association, as the case may be, to execute an agreement with the Facility Management Entity and the Association in such form and containing such particulars, covenants, stipulations etc. as the Developer or the Association, as the case may be, in consultation with their respective legal advisors, may it deem fit and proper;
- xi) the mode and manner of the redemption and/or conduct of the Common Purposes, as also the rules and regulations therefor as determined and/or formulated by the Developer and subsequently by the Association (“**Management & Maintenance Rules**”), and the Sub-Lessee while confirming his/her/their/its unfettered and irrevocable consent to the same, further agree(s) and undertake(s) that the same shall be binding on the Sub-Lessee and shall be deemed to form a part of the covenants running with the land and the Said Apartment And Properties Appurtenant Thereto, and in any event, by way of negative covenant, the Sub-Lessee furthermore agree(s) and undertake(s) not to do, execute or perform any act, deed or thing which is or may be contrary to the Management & Maintenance Rules;

Or

- that the Developer and subsequently the Association, and if so authorized by the Developer or the Association, as the case may be, the Facility Management Entity, shall be entitled to exclusively determine and formulate and amend from time to time, the mode and manner of the redemption and/or conduct of the Common Purposes, as also to determine from time to time the rules and regulations therefor and the amendments thereto (“**Management & Maintenance Rules**”), and the Sub-Lessee while confirming his/her/their/its unfettered and irrevocable consent to the same, further agree(s) and undertake(s) that the same shall be binding on the Sub-Lessee and shall be deemed to form a part of the covenants running with the land and the Said Apartment And Properties Appurtenant Thereto, and in any event, by way of negative covenant, the Sub-Lessee furthermore agree(s) and undertake(s) not to do, execute or perform any act, deed or thing which is or may be contrary to the Management & Maintenance Rules;
- xii) that the right of the Sub-Lessee to use the Identified Common Areas and the Residential Zone Common Areas shall always be subject to *inter alia* the timely payment of the Maintenance Charges and all other costs, charges, expenses etc., as applicable and/or as advised by the Developer and/or the Association, as the case may be, together with compliance of/with the Management & Maintenance Rules, and thus the same shall be available for the use and enjoyment only in the manner provided in this Deed and/or as determined by the Developer and subsequently by the Association;
 - xiii) that the quantum of the Maintenance Charges shall be as initially determined by the Developer and subsequently shall be as may from time to time be determined by the Association, and if so authorized by the Developer or the Association, as the case may be, by the Facility Management Entity, and the same shall be final, conclusive and binding on the Sub-Lessee, and the Sub-Lessee consent(s) to the same and shall not object to the same on any ground whatsoever or howsoever;
 - xiv) that the proportionate share of the Maintenance Charges payable by the Sub-Lessee shall be as determined and apportioned by the Developer, and the same shall be final,

conclusive and binding on the Sub-Lessee, and the Sub-Lessee consent(s) to the same and shall not object to the same on any ground whatsoever or howsoever, and thus the statement of account of apportionment of the Maintenance Charges etc. as prepared by the Developer and/or by the Association and/or by the Facility Management Entity, as the case may be, shall be conclusive, final and binding on the Sub-Lessee, and in no event shall the Sub-Lessee claim or demand and/or be entitled to claim or demand any abatement or reduction to the same, and any clarifications sought for by the Sub-Lessee in respect thereof shall not entitle the Sub-Lessee to delay/withhold making payment of the same, and the Developer and/or the Association and/or the Facility Management Entity, as the case may be, will entertain any such request for clarifications from the Sub-Lessee only subject to the Sub-Lessee first paying and clearing each of the amounts as ascertained by the Developer and/or by the Association and/or by the Facility Management Entity, as the case may be, as being due and payable by the Sub-Lessee;

- xv) that the rate and quantum of the Common Expenses, Maintenance Charges, Outgoings, Further Deposits etc. payable for the Residential Zone may vary from that payable for the Commercial Zone, and the Sub-Lessee covenant(s) and undertake(s) not to object to the same on any ground whatsoever or howsoever;
- xvi) that the upkeep, administration, maintenance, management etc. of the Common Areas and the several facilities, infrastructure, utilities etc. at the Said Premises and/or the Project and/or the Tower(s) including the repairs, replacements, improvements etc. thereof and the redention of the Common Purposes being for the benefit of *inter alia* all the Apartment Sub-Lessees and the Commercial Zone Sub-Lessees, any delay/default by the Sub-Lessee in making payment of any of the amounts in lieu thereof and/or for the same including the Maintenance Charges and all other amounts stipulated in this Deed, would adversely affect the Common Purposes etc. and/or the interest of *inter alia* the Apartment Sub-Lessees and the Commercial Zone Sub-Lessees, and thus the Sub-Lessee confirm(s) and undertake(s) to make timely payment of the same and further, in the event of any default/delay by the Sub-Lessee in making timely payment of any of the aforesaid amounts, then without prejudice to the other rights of the Developer and/or the Association, as the case may be, and further without prejudice to the obligation of the Sub-Lessee to pay Interest on each of the defaulted/delayed amounts, if such delay/default shall continue for a period of 60 (sixty) days:
 1. the Sub-Lessee authorize(s) each of the Developer and the Association, as the case may be, to adjust such outstanding amounts from the applicable Deposits and/or the Further Deposits if any then held by the Developer and/or by the Association, as the case may be; and
 2. the Sub-Lessee admit(s) and confirm(s) that the Sub-Lessee shall not be entitled to use/avail of any of the facilities and/or utilities attached to and/or serving the Said Apartment And Properties Appurtenant Thereto including but not limited to the Identified Common Areas and/or the Residential Zone Common Areas, and the Developer and/or the Association and/or the Facility Management Entity, as the case may be, shall be entitled to and/or shall have the right to and the Sub-Lessee hereby consent(s) to and irrevocably authorize(s) and empower(s) each of the Developer, the Association and the Facility Management Entity (acting jointly and/or severally) to withhold/disconnect/suspend/withdraw all the utilities and facilities available to the Sub-Lessee including those forming a part of the Identified

Common Areas and/or the Residential Zone Common Areas and/or those serving/ attached to the Said Apartment And Properties Appurtenant Thereto including but not limited to essential/basic services such as water, electricity, use of lift(s)/ elevator(s), generator etc., till such time all the amounts due and payable by the Sub-Lessee together with the Interest thereon are received by the Developer and/or by the Association and/or by the Facility Management Entity, as the case may be, to their respective satisfaction, it being clarified that the Sub-Lessee shall continue to be liable to pay each of the aforesaid amounts together with the Interest thereon for the period of such disconnection/suspension/withdrawal as also the reconnection charges therefor together with such compensation as may be determined by the Developer and/or by the Association and/or by the Facility Management Entity, as the case may be, and the Sub-Lessee hereby and hereunder give(s) his/her/their/its unfettered and irrevocable consent to the same; and

3. the Said Apartment And Properties Appurtenant Thereto together with rents, issues, profits, etc. accruing therefrom shall be deemed to stand charged and/or attached in favour of the Developer and/or the Association, as the case may be, for all such amounts falling due together with the Interest thereon, and thus until receipt of all such amounts to the satisfaction of the Developer and/or the Association, as the case may be, the Developer and/or the Association, as the case may be, shall have the right to receive all the rents, issues, profits, etc. accruing from the Said Apartment And Properties Appurtenant Thereto, and in furtherance of the same, the Sub-Lessee hereby and hereunder irrevocably authorize(s) and empower(s) each of the Developer and the Association (acting jointly and/or severally) to so demand and recover the same from the Sub-Lessee and/or the Permitted Transferee, as the case may be, without the intervention of and/or the requirement of applying for and obtaining any order from court(s) of competent jurisdiction, and to appropriate the proceeds therefrom towards adjustment of all the dues, and in pursuance of the same, the Sub-Lessee unconditionally consent(s) to the Developer and/or the Association, as the case may be, taking such steps in this regard as the Developer and/or the Association, as the case may be, may deem fit and proper; and
 4. before restoration of the services/utilities, the Sub-Lessee shall be liable to and undertake(s) to deposit with the Developer and/or the Association, as the case may be, such additional interest free security deposit(s) as the Developer and/or the Association may determine at their respective sole and absolute discretion, and the Sub-Lessee hereby consent(s) to the same;
- xvii) that any payment made by the Sub-Lessee (notwithstanding any specific instruction(s) regarding the same having been given/issued by the Sub-Lessee) shall, at the first instance, be applied by the Developer/Association/Facility Management Entity, as the case may be, towards payment of the Interest ascertained by the Developer/Association/Facility Management Entity, as the case may be, as due and payable by the Sub-Lessee, and thereafter, the balance, if any, shall be utilized towards adjustment of the defaulted/delayed payments due from the Sub-Lessee as ascertained by the Developer/Association/Facility Management Entity, as the case may be, and the Sub-Lessee authorize(s) and empower(s) the Developer/Association/Facility Management Entity, as the case may be, to so adjust and/or appropriate all payments made by the Sub-Lessee, and the Sub-Lessee undertake(s) not to object to the same and/or to call upon/

direct the Developer/Association/Facility Management Entity, as the case may be, to adjust/deal with the payments in any manner;

- xviii) not to under any circumstance, raise any manner or nature of claim (exclusive or otherwise) of/to/over/in respect of any component or constituent of the Common Areas and/or any manner or nature of exclusive right or title or interest therein/thereon/thereto/thereof, on the clear and unequivocal understanding that subject to strict compliance of the terms stipulated in this Deed, the Sub-Lessee will only have user rights in respect of the Identified Common Areas and the Residential Zone Common Areas, and only to the extent required for the beneficial use and enjoyment of the Said Apartment And Properties Appurtenant Thereto and/or only for the limited purpose for which the same are designated/identified by the Developer, all in common with the Developer, the Sub-Lessor, the Association, the other Apartment Sub-Lesseees, the Commercial Zone Sub-Lesseees, the lawful occupants/users of the several units/areas/spaces/portions respectively comprising the Residential Zone and the Commercial Zone, the maintenance/management staff etc., in the manner stipulated by the Developer and subsequently by the Association, subject to compliance of the terms and conditions governing such use and enjoyment, as also subject to the irrevocable right of easement, use and access of the same to/by the Developer and its men, servants, agents etc., and further not to damage, destroy, disfigure any part or portion thereof and/or any of the utilities and/or facilities and/or infrastructure and/or use or employ such areas, facilities, utilities etc. in any manner not intended to be used or employed, and further not to do nor permit the doing of any act, deed or thing which may in any manner prevent and/or restrict the rights and liberties of the Developer and/or of the aforesated other users/occupiers, and the Sub-Lessee has/have unconditionally accepted the same;
- xix) that the Developer/the maintenance agency (Facility Management Entity)/the Association shall have rights of unrestricted access of/to all the Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Sub-Lessee agree(s) to permit the Developer and/or the maintenance agency (Facility Management Entity) and/or the Association to enter into the Subject Apartment and the Common Utility Areas or any part(s) thereof, after due notice and during normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect, but all at the cost and expense of the Sub-Lessee;
- xx) that the Sub-Lessee and/or the contractors, men, personnel, employees, servants, agents etc. of the Sub-Lessee shall not be entitled to access the roof(s)/ultimate roof(s), the lift machine room(s), the electric transformer room(s), the electric meter room(s), the generator set and/or such of the Common Areas and/or such other areas/facilities as may be identified from time to time by the Developer and/or the Association, as the case may be;
- xxi) that the basement and service areas, if any, located within the Project, shall be used only for the purpose(s) for which the same have been ear-marked for by the Developer and further only by such Person(s) and in such a manner as may be determined by the Developer, and the Sub-Lessee shall not be permitted to and undertake(s) not to use/access the basement and the service areas in any manner whatsoever unless the Sub-Lessee has been specifically granted permission under these presents to so use/access the same, and the Sub-Lessee admit(s), acknowledge(s) and confirm(s) that each of the

said areas shall be reserved for use in such a manner and by such Person(s) as may be determined by the Developer;

- xxii) to, at his/her/their/its/each of their respective own cost and expense, strictly observe, abide by and comply with and adhere to: (a) all the Applicable Laws and all the rules, regulations, guidelines, etc. as may from time to time be framed and/or formulated and/or amended and/or made applicable by the Developer and/or the Association as the case may be, including but not limited to the Management & Maintenance Rules, as also (ii) all the requirements, requisitions, demands and repairs , in respect of the Said Apartment And Properties Appurtenant Thereto which are required by any competent authority(ies) and to bear and pay all the penalties levied/stipulated for non-observance of and/or non-compliance with the same, and shall keep each of the Indemnified Parties and each of the Apartment Sub-Lessees safe, harmless and indemnified in respect thereof;
- xxiii) that the Said Apartment along with the Said Car Parking Space(s) shall be treated as a single indivisible unit for all purposes;
- xxiv) that in the event due to any direct and/or indirect act of commission and/or omission and/or failure by/on the part of the Sub-Lessee and/or any of the other Apartment Sub-Lessee and/or the Association and/or the Commercial Zone Sub-Lessees and/or any of the lawful occupants/users of the several units/areas/spaces/portions respectively comprising the Residential Zone and the Commercial Zone to observe, perform, fulfil and comply with any of the terms, conditions, covenants, stipulations, restrictions and obligations stipulated in the Lease Deed and/or this Deed which *inter alia* violates/breaches/contravenes and/or is/tantamounts to being/results in violation/breach/contravention of any of the terms, conditions, covenants, stipulations, restrictions and obligations stipulated in the Lease Deed and/or which may in any manner jeopardize/obstruct/impede/infringe/restrict/hinder the rights of the Sub-Lessor under the Lease Deed and/or cause the lease granted in favour of the Sub-Lessor to be forfeited and/or surrendered and/or revoked and/or terminated in any manner, the Sub-Lessee, in addition to keeping each of the Indemnified Parties safe, harmless and indemnified from/against all actions, proceedings, etc. which may be taken/initiated by CTC against any/each of the Indemnified Parties, shall be liable and responsible to bear and pay each of the penalties, impositions etc. which may be imposed/levied by CTC, as also such further amount(s) as may be reasonably assessed by the Sub-Lessor and the Developer at their sole and absolute discretion as and by way of mutually agreed pre-determined charges towards the estimated loss and damage caused to/which may be caused to/suffered/sustained by the Sub-Lessor and Developer due to the aforesaid, with the Sub-Lessee accepting and confirming that the imposition on the Sub-Lessee of the aforesaid liabilities are fair and reasonable bearing in mind the nature of the default in question, and further accepting and confirming that the same are not in the nature of any penalty, the Sub-Lessee covenant(s) and undertake(s) not to set up or raise or make or initiate any claim/demand etc. contrary thereto.
- xxv) that without prejudice to and subject to the terms hereof, under no circumstance shall the Sub-Lessee induct or invite into the Said Apartment And Properties Appurtenant Thereto and/or demise, transfer, assign the rights granted hereunder and/or demise, transfer, assign, let out, part with possession of any part or portion of the Said Apartment And Properties Appurtenant Thereto to a Person (“**Permitted Transferee**”), who may

cause any infringement or violation of any of the terms or conditions herein contained, and any such transfer etc. shall be subject to, *inter alia*:

- a) the Permitted Transferee fulfilling the criteria, if any, laid down by the Developer or the Association, as the case may be; and
- b) the Permitted Transferee executing and registering, if so deemed fit and proper by the Developer or the Association, as the case may be, all at the cost and expense of the Sub-Lessee and/or of the Permitted Transferee including the stamp duty and registration fee payable thereon, an undertaking to observe, fulfil and abide by each of the terms, conditions, stipulations, obligations etc. stated herein and/or those stipulated by the Developer or the Association, as the case may be, on the understanding and agreement that all the provisions contained herein and the obligations arising hereunder as also those attached to the Said Apartment And Properties Appurtenant Thereto and the Project as also all covenants running with the land and the Said Properties And Properties Appurtenant Thereto shall be equally applicable to and enforceable against the Permitted Transferee for all intents and purposes; and
- c) the Sub-Lessee providing to the Developer or the Association, as the case may be, the full particulars of the Permitted Transferee together with the introduction of such Permitted Transferee to the designated representative of the Developer or the Association, as the case may be; and
- d) simultaneously with the aforesaid demise, transfer etc. by the Sub-Lessee to a Permitted Transferee subject to and/or on the terms hereof, the Sub-Lessee shall transfer the membership held by the Sub-Lessee in the Association to such Permitted Transferee,

each of the above to the satisfaction of the Developer; or the Association, as the case may be.

- xxvi) that the Sub-Lessee has no manner or nature of claim, demand, action, grievance etc. against the Sub-Lessor and/or the Developer on any ground whatsoever or howsoever;
- xxvii) that in the event the Sub-Lessee has obtained a housing loan from a financial institution/bank on the basis of the Allotment Letter/the Agreement, this Deed shall mean and be understood to be subject to the charge or mortgage of such financial institution/bank, and the Developer shall not be liable for any direct and/or indirect act of commission or omission by/of the Sub-Lessee and/or by/of any of the contractors, men, servants, agents, personnel, employees etc. of the Sub-Lessee, which are/may be contrary to the terms and conditions governing the loan and/or the disbursement thereof, and further it shall be the responsibility of the Sub-Lessee to inform the Association about the lien/charge of such lender, and the Sub-Lessee shall keep each of the Indemnified Parties safe, harmless and indemnified in respect thereof including but not limited to all claims, costs, charges, liabilities, expenses, damages and losses which may be made on any of the Indemnified Parties and/or which any of the Indemnified Parties may suffer or incur or be exposed to by reason of any action that such Sub-Lessee Lender may initiate on account of such loan/finance and/or for the recovery of the loan/financed amount and/or

any part thereof and/or on account of any breach by the Sub-Lessee of the terms and conditions governing such loan/finance;

- xviii) that the Sub-Lessee has entered into this Deed after taking into account/consideration several factors, and thus confirm(s), admit(s) and acknowledge(s) that each of the amounts paid/deposited by the Sub-Lessee in pursuance of the Agreement as also each of the amounts agreed to be paid by the Sub-Lessee hereunder (each together with all the applicable Taxes thereon), are fair and just;
- xxix) that the amount stated in the memorandum of consideration appended to this Deed records only the consideration amount paid by the Sub-Lessee, and with the consent and consent and concurrence of the Sub-Lessee does not record the applicable Taxes paid thereon by the Sub-Lessee;
- xxx) that the Sub-Lessee has received from each of the Developer and the Sub-Lessor all the information and detailed and satisfactory explanations and clarifications in respect of the Said Premises and the Project as required by and/or requested for from time to time by the Sub-Lessee, and the Sub-Lessee is/are fully satisfied with the same;
- xxxii) that each of the covenants, restrictions and obligations stipulated anywhere in this Deed including those undertaken and covenanted to be observed and fulfilled by the Sub-Lessee under these presents shall deemed to be covenants running with the land and/or with the Said Apartment And Properties Appurtenant Thereto, and the same shall not under any circumstances be changed and/or modified and/or amended and/or diluted, and the Sub-Lessee hereby confirm(s) his/her/their/its/each of their respective unfettered and irrevocable consent to each of the aforesaid as also to the fact that the same shall be binding on the Sub-Lessee;
- xxxiii) that the Sub-Lessee has sought and obtained independent legal advice and opinion and has caused this Deed to be vetted by advocates/lawyers appointed by the Sub-Lessee;
- xxxiiii) that the Sub-Lessor and Developer consider each of the representations, warranties, admissions, acknowledgements, covenants and undertakings made/given by the Sub-Lessee to be an important and inseparable part of this Deed, and the Sub-Lessor and the Developer have executed this Deed in reliance thereof.

and the Sub-Lessee hereby and hereunder undertake(s) and covenant(s) not to make or raise any objection or claim or requisition in respect of *inter alia* any of the aforesaid, or to make or raise or set up or initiate any claim or demand or action contrary to the aforesaid on any ground whatsoever or howsoever.

V. The Sub-Lessee hereby represent(s), warrant(s) and undertake(s) to the Sub-Lessor and the Developer as follows:

- i) only after hand over of the Subject Apartment to the Sub-Lessee, the Sub-Lessee shall be entitled, at his/her/their/its own cost, expense, risk, liability and responsibility, to fit out and/or commence interior works therein/thereat as permitted by the Developer (“**Fit Out/Interior Works**”) and further to cause segregation/demarcation of the home office/store comprising a part of the Identified Apartment, as shown in the plan annexed

hereto as **Annexure "A"**, by way of installation of only glass/wooden partitions, all subject to compliance by the Sub-Lessee of all Applicable Laws and all rules, regulations etc. in respect thereof including as may be stipulated by the Developer (including the specific working hours as also the specific working days on which the same may be carried out) together with payment of such charges as may be determined by the Developer for user by the Sub-Lessee of *inter alia* the several utilities at/of the Said Premises and/or the Tower(s) specifically identified by the Developer to facilitate the Sub-Lessee in/while carrying out the Fit Out/Interior Works, without prejudice to the obligation of the Sub-Lessee to make payment of the Outgoings and the Maintenance Charges on and from the date and in the manner stipulated herein;

- ii) while carrying out any permitted Fit Out/Interior Works at the Subject Apartment, each subject to the terms hereof, the Sub-Lessee shall not and Sub-Lessee undertake(s) and covenant(s) not to *inter alia*: (i) carry out and/or make any addition(s) and/or alteration(s) into or upon the Subject Apartment including the external façade thereof without the prior written consent of the Developer; and/or (ii) do, execute or perform any works which may be in contravention with/of the Plan and/or any law and/or as ascertained by the Developer, with the decision of the Developer being final and binding on the Sub-Lessee; and/or (iii) damage and/or injure and/or cause any damage and/or injury to the other Apartments and/or any part or portion of the Tower(s) and/or any part or portion of the Project and/or the Said Premises; and/or (iv) carry out any works which may endanger any of the Tower(s) and/or the structural stability thereof; and/or (v) store or permit to be stored any materials, goods, articles etc. which in the opinion of the Developer are of a hazardous and/or combustible and/or offensive and/or obnoxious and/or dangerous nature (such opinion of the Developer being final and binding on the Sub-Lessee), and further shall not store/keep or permit to be stored/kept any materials, goods, articles etc. any of the Common Areas including but not limited to in the staircases, landings, lobbies, passages etc..
- iii) in the event of any contravention and/or violation of the aforestated, the Sub-Lessee, in addition to making payment to the Developer of such compensation as may be determined by the Developer at the sole and absolute discretion of the Developer, such decision of the Developer being final and binding on the Sub-Lessee, hereby undertake(s) to remedy at his/her/their/its own cost and expense, to the complete satisfaction of the Developer, such breach and/or contravention and/or violation, and/or to demolish to the complete satisfaction of the Developer, each unauthorized construction within such time period as may be stipulated in the notice in this regard issued by the Developer. Failure on the part of the Sub-Lessee to so remedy the breach and/or contravention and/or violation and/or to demolish any unauthorized construction(s) to the satisfaction of the Developer, shall entitle the Developer to take all steps in respect thereof as the Developer may deem fit and proper, at the cost, expense, risk and liability of the Sub-Lessee including payment of the demolition charges, if any, and the Sub-Lessee hereby consent(s) to the same;
- iv) without prejudice to the above, in case any injury or damage is ascertained by the Developer as having been caused directly and/or indirectly by the Sub-Lessee and/or by the men, servants, agents, personnel, contractors, employees etc. of the Sub-Lessee, the Sub-Lessee shall be liable to pay compensation to the Developer and/or to any other aggrieved party, each as may be determined by the Developer at the sole and absolute

discretion of the Developer, and such decision of the Developer shall be final and binding on the Sub-Lessee, and the Sub-Lessee hereby consent(s) to the same.

- v) the Sub-Lessee shall be solely liable and responsible for any accidents that may occur while carrying out and/or completing any permitted Fit Outs/Interior Works, and all the consequent injury, loss, damage etc. including any compensation as may be determined by the Developer, shall exclusively attach to the Sub-Lessee alone, and the Sub-Lessee shall be bound and obliged to and undertake(s) to keep each of the Indemnified Parties and all the Apartment Sub-Lesseees and the Commercial Zone Sub-Lesseees fully safe, harmless and indemnified from and against all costs, charges, claims, damages, actions suits, proceedings etc. in respect thereof;
- vi) the Developer and/or the representatives of the Developer, with or without workmen, shall be entitled to take inspection from time to time of the progress/completion of the Fit Out/Interior Works, and the Sub-Lessee agree(s) to co-operate with and render all co-operation to the Developer and/or the representatives of the Developer;
- vii) in the event due to any direct and/or indirect act of commission or omission by/of the Sub-Lessee and/or by/of the contractors, men, servants, agents, personnel, employees etc. of the Sub-Lessee, any loss or damage is caused to the Developer and/or to any of the Apartment Sub-Lessee and/or to any of the Commercial Zone Sub-Lessee, then the Sub-Lessee shall and undertake(s) to compensate the Developer and/or each of the Apartment Sub-Lesseees and/or each of the Commercial Zone Sub-Lesseees, as the case may be, for all the costs, charges, expenses, damages etc. as may be assessed by the Developer at its sole and absolute discretion, which shall be final and binding on the Sub-Lessee, and the Sub-Lessee hereby and hereunder accept(s) and confirm(s) the same;
- viii) the execution and delivery of this Deed and the performance by the Sub-Lessee of his/her/their/its obligations hereunder, does not and shall not: (a) conflict with or result in a breach of the terms of any other contract or commitment to which the Sub-Lessee is/are a party or by which the Sub-Lessee is/are bound; and/or (b) violate the memorandum of association, articles of association or the bye-laws, or the organizational/constitutional document(s) of the Sub-Lessee (if applicable); and/or (iii) conflict with or require any consent or approval under any judgment, order, writ, decree, permit or license to which the Sub-Lessee is/are a party or by which the Sub-Lessee is/are bound; and/or (iv) require the consent or approval of any other party to any contract, instrument or commitment to which the Sub-Lessee is/are a party or by which the Sub-Lessee is/are bound;
- ix) there are no actions, suits or proceedings existing, pending or threatened against or affecting the Sub-Lessee before any court or tribunal or arbitrator or authority or Governmental Authority or administrative body or agency that could affect or affects the validity or enforceability of this Deed or that would affect the ability of the Sub-Lessee to perform his/her/their/its obligations in this Deed;
- x) the obligations of the Sub-Lessee under this Deed are legal and valid obligations binding on the Sub-Lessee and enforceable against the Sub-Lessee in accordance with the terms hereof;

- xi) the execution by the Sub-Lessee of this Deed, and the performance and compliance with his/her/their/its obligations under or in connection with and/or in pursuance of this Deed, do/will constitute, private and commercial acts, done and performed for private and commercial purposes;
- xii) in the event the Sub-Lessee is a Person of Indian Origin (PIO) and/or a Non-Resident Indian (NRI) and/or an Overseas Citizen of India (OCI), as each of such terms are respectively defined/described under the governing Applicable Laws, all remittances shall be made by the the Sub-Lessee in compliance with all Applicable Laws as modified/revised from time to time, and the Sub-Lessee shall provide the Developer and/or the Association with all certifications, declarations etc. pertaining to/in support thereof;
- xiii) the Sub-Lessee being solely and exclusively liable and responsible for complying with the provisions of and/or the necessary formalities as laid down in the Foreign Exchange Management Act, 1999 and/or the Foreign Exchange Management (Acquisition and Transfer of Immovable Property in India) Regulations, 2000, and/or the Reserve Bank of India Act, 1934 and/or any other applicable laws, each as amended and/or substituted and/or updated and/or revised from time to time, and the rules and regulations made thereunder or any statutory amendments/modification(s) thereto/thereof and/or all other necessary and/or applicable provisions and/or applicable laws as laid down and/or passed and/or notified by the government and/or the concerned statutory authorities and/or the concerned Governmental Authority(ies) from time to time, including those pertaining to remittance of payment for acquisition/sale/transfer of immovable properties in India etc., shall be solely and exclusively liable and responsible for non-compliance etc. thereof and the Sub-Lessee shall keep the Sub-Lessor and the Developer fully indemnified and harmless in this regard;
- xiv) the Sub-Lessee has not used and shall not use 'proceeds of crime', as defined under the Prevention of Money Laundering Act, 2002, for making any payments to the Developer and/or hereunder and/or in pursuance hereof;
- xv) the Sub-Lessee shall observe, perform, fulfil and comply with each of the terms, conditions, covenants, undertakings, stipulations, restrictions and obligations as stipulated in this Deed including but not limited to those running as covenants with the land and the Said Apartment And Properties Appurtenant Thereto as also those in respect of *inter alia* the mode and manner of use, enjoyment etc. of the Said Apartment And Properties Appurtenant Thereto, those stipulated in **Schedule E** hereunder written and/or stipulated elsewhere in this Deed, each of which shall be deemed to be covenants running with the land and the Said Apartment And Properties Appurtenant Thereto, and shall binding on the Sub-Lessee;
- xvi) the Sub-Lessee shall ensure compliance, observance and adherence by the Association of each of the terms, conditions, stipulations, obligations, undertakings, representations, warranties etc. recorded anywhere in this Deed, and further shall ensure that the Association does not make or raise any objection or claim or requisition *inter alia* in respect of any of such terms, conditions, stipulations, obligations, undertakings, representations, warranties etc, or makes or raises or sets up or initiates any claim or demand or action contrary to the same on any ground whatsoever or howsoever;

- xvii) the Sub-Lessee is and shall continue to be in compliance with all Applicable Laws, and further the Sub-Lessee shall be solely and exclusively liable and responsible for compliance of/with the provisions of the Indian Stamp Act, 1899 and the Registration Act, 1908 (each as amended from time to time) including any actions taken by and/or deficiencies/penalties imposed by the concerned competent authority(ies)/ Governmental Authority(ies).

VI. The Sub-Lessee and the Association do hereby respectively agree, admit, acknowledge, confirm, undertake and covenant as follows:-

- i) to observe, perform, fulfil and comply with all the terms, conditions, covenants, stipulations, restrictions and obligations as stipulated in the Lease Deed, this Deed, and not to do, execute or perform or permit the doing, execution or performance of any act, deed or thing which may in any manner whatsoever, directly and/or indirectly, violate/ breach/contravene and/or be/tantamount to being in violation/breach/contravention of any of the terms, conditions, covenants, stipulations, restrictions and obligations stipulated in the Lease Deed and/or this Deed and/or which may in any manner jeopardize/obstruct/impede/infringe/restrict/hinder the rights of the Sub-Lessor under the Lease Deed and/or cause the lease granted in favour of the Sub-Lessor to be forfeited and/or surrendered and/or revoked and/or terminated in any manner;
- ii) that the Developer shall not be liable or responsible for applying for renewal of the lease granted under the Lease Deed, and further neither the Developer nor the Sub-Lessor shall be liable or responsible for ensuring such renewal and/or for bearing and/or contributing any cost, expense, consideration etc. by whatever name called, payable for the same including but not limited to any stamp duty, registration fee etc. payable on any such renewal deed(s);
- iii) that simultaneously with the hand over to the Association of the Common Areas as also the rights, obligations, responsibilities liabilities etc. pertaining to the Common Purposes at such time as may be determined by the Developer at its sole and absolute discretion and/or as may be stipulated under the Applicable Laws, to take over the affairs of the Association and such of the rights and obligations of the Developer including those pertaining to the Common Purposes as the Developer deems fit and proper, whereupon only the Association shall be entitled thereto and obliged therefor including but not limited to the compliance, subsistence and renewal of all licenses, annual and/or other maintenance contracts, other contracts, insurances, guarantees, warranties, obligations etc. to various authorities including under various statutes and/or to various third parties, as may from time to time have been procured/obtained/entered into by the Developer, and the Association shall become liable and responsible for the proper safety and maintenance, management, upkeep and administration of the Project and all the fixtures, equipments and machineries provided by the Developer including the Common Areas, and the Developer shall on the date so designated by the Developer immediately stand discharged and/or absolved of any liability, responsibility etc. in respect thereof, and the Association and each of the Apartment Sub-Lessees and each of the Commercial Zone Sub-Lessees shall keep each of the Indemnified Parties safe, harmless and indemnified in respect thereof;

- iv) that if within the time period specified by the Developer in the notice issued by the Developer in this regard, the Association fails and/or neglects to take over from the Developer the hand over and/or transfer, as the case may be, of the Common Areas and/or the abovementioned rights, obligations, responsibilities, liabilities etc., then on the expiry of the aforesaid period, the Developer shall no longer be liable or responsible for the same, each of which liabilities, responsibilities, obligations etc. shall on and from such date be deemed to stand vested in all the Apartment Sub-Lessees including the Sub-Lessee and the Commercial Zone Sub-Lessees and/or the Association, and furthermore, as and when the Developer deems it fit and proper, the Developer will also transfer in favour of/to the Association, in such a manner as the Developer may deem fit and proper, the residue, if any, then remaining of any of the applicable Deposits, if any, made by the Apartment Sub-Lessees without any interest thereon, after adjusting all amounts then remaining due and payable to the Developer and/or to any of the **Other Entities** by any Apartment Sub-Lessee including the Sub-Lessee herein, together with the Interest thereon, and the amounts so transferred shall be held by the Association, to the account of the Apartment Sub-Lessees and the Sub-Lessee, respectively for the purposes therefor;
- v) that the Developer has and shall have the right to adjust from the Deposits any receivables and/or dues of/payable to the Developer and/or any of the Other Entities towards the Project and/or any part or portion thereof or on any account whatsoever before the same is handed over to the Association, whereupon the Sub-Lessee shall and further hereby and hereunder agree(s) and undertake(s) to bear all the Taxes that may be levied on the Developer including but not limited to on account of making such adjustments and/or on account of the Developer transferring/handing over the Deposits (to the extent as stated hereinabove) to the Association;
- vi) that the Developer shall not be liable in any manner whatsoever for any shortfall in any of the Deposits due to any of adjustments made by the Developer or otherwise after handover of the applicable Deposits by the Developer to the Association, and each of the Association, the Sub-Lessee, the other Apartment Sub-Lessees and the Commercial Zone Sub-Lessees shall jointly and/or severally keep the Indemnified Parties safe, harmless and indemnified in respect thereof;
- vii) that the Common Areas and the Undivided Share shall always and at all times remain undivided, impartible and variable, and not to, at any time, directly and/or indirectly make or claim or bring any action or claim for partition or division of the same or any part thereof on any ground whatsoever or howsoever;
- vii) not to at any time make or claim or bring any action or claim for partition or division on any ground whatsoever of any part or portion of the Said Premises and/or of the Project and/or of any of the Tower(s) and/or of the Subject Apartment and/or of any of the areas/ portions comprising the Common Areas;
- viii) that each of the terms, conditions, covenants, stipulations, undertakings, restrictions, reservations and obligations recorded herein as well as the covenants running with the land and/or the Said Apartment And Properties Appurtenant Thereto and the manner and method of use and enjoyment of the Said Apartment And Properties Appurtenant Thereto including those stated herein, have been accepted and voluntarily agreed to and accepted by the Sub-Lessee and the Association (without any coercion and/or influence

and/or domination by the Sub-Lessor or the Developer) as being fair and reasonable, having been formulated/stipulated bearing in mind the nature of the Project and the larger interest of the entire development on the Said Premises, which would, *inter alia*, protect the rights of and/or enure to the benefit and advantage of the Sub-Lessee and the Association;

- ix) that the Project shall always be known as “**Sanctuary**”, and the Sub-Lessee and/or the Association and/or the Apartment Sub-Lesseees and/or the Commercial Zone Sub-Lesseees shall not and/or shall not be entitled to and/or shall not have any right to change such name and/or call upon the Developer and/or the Association to change such name under any circumstances;
- x) that in the event of any difference/divergence of opinion between the Developer and the Association, the opinion and decision of the Developer shall apply;
- xi) that none of the Indemnified Parties shall be liable for any direct, indirect, punitive, incidental or consequential loss, claim, demand, damage etc. suffered by the Sub-Lessee and/or the Association including but not limited to due to loss of documents, delay in postal services and/or any other eventualities beyond the control of the Indemnified Parties, and the Sub-Lessee agree(s) and undertake(s) to keep each of the Indemnified Parties safe, harmless and indemnified with regard thereto;
- xii) that the representations and warranties made by the Sub-Lessor and/or the Developer are limited to those made in this Deed and further are qualified and limited by any information:
 - a) disclosed to the Sub-Lessee by the Sub-Lessor and/or Developer and/or by the respective representatives of the Sub-Lessor and/or Developer; and/or
 - b) which is otherwise within the knowledge of the Sub-Lessee;
- xiii) that upon signing this Deed, no conditions, stipulations, representations, guarantees, warranties etc. have been made by and/or on behalf of the Developer and/or the Sub-Lessor other than those if any specifically set forth herein, and thus subject to any Applicable Laws to the contrary and except as specifically provided in this Deed, all terms, conditions, representations, warranties and statements (whether express, implied, written, oral, collateral, statutory or otherwise) by the Sub-Lessor and/or the Developer stand excluded, and the Sub-Lessor and the Developer disclaim all liability in relation to them, including to the maximum extent permitted by Applicable Laws;
- xiv) that each of the covenants, restrictions and obligations stipulated anywhere in this Deed shall deemed to be covenants running with the land and/or with the Said Apartment And Properties Appurtenant Thereto, and the same shall not under any circumstances be changed and/or modified and/or amended and/or diluted, and the Sub-Lessee and the Association hereby respectively confirm(s) his/her/their/its/each of their respective unfettered and irrevocable consent to each of the aforesaid as also to the fact that the same shall be binding on the Sub- and the Association;
- xv) that the Sub-Lessor and Developer consider each of the representations, warranties, admissions, acknowledgements, covenants and undertakings made/given by the Sub-

Lessee to be an important and inseparable part of this Deed, and the Sub-Lessor and the Developer have executed this Deed in reliance thereof,

and the Sub-Lessee and the Association hereby and hereunder undertake and covenant not to make or raise any objection or claim or requisition in respect of *inter alia* any of the aforesaid, or to make or raise or set up or initiate any claim or demand or action contrary to the aforesaid on any ground whatsoever or howsoever.

VII. The Association hereby represent(s), warrant(s) and undertake(s) to the Sub-Lessor and the Developer as follows:

- i) that the Association shall ensure compliance, observance and adherence by each of the Apartment Sub-Lessees, each of the Commercial Zone Sub-Lessees and each of the lawful occupants/users of the several units/areas/spaces/portions respectively comprising the Residential Zone and the Commercial Zone, of each of the terms, conditions, stipulations, obligations, undertakings, representations, warranties etc. recorded anywhere in this Deed, and further shall ensure that none of the Apartments Sub-Lessees and/or the Commercial Zone Sub-Lessees make or raise any objection or claim or requisition *inter alia* in respect of any of such terms, conditions, stipulations, obligations, undertakings, representations, warranties etc, or make or raise or set up or initiate any claim or demand or action contrary to the same on any ground whatsoever or howsoever;
- ii) that the Sub-Lessor and Developer consider each of the representations, warranties, admissions, acknowledgements, covenants and undertakings made/given by the Association to be an important and inseparable part of this Deed, and the Sub-Lessor and the Developer have executed this Deed in reliance thereof.

VIII. The Sub-Lessee and the Association further agree(s) and confirm(s) that:-

- i) Each of the capitalized terms used in this Deed have been defined/described in this Deed by way of inclusion in parenthesis and/or in quotations and/or in **Schedule F** hereunder written, and thus, unless repugnant to the context or meaning thereof, each of such terms shall have the meaning so respectively assigned to each of them.
- ii) In the interpretation of this Deed, the following rules of interpretation shall apply, unless the contrary intention appears:
 - a) references to any law shall include any statutes and/or rules and/or regulations made and/or guidelines and/or notifications issued thereunder, and any other rules, regulations, guidelines, notifications, policy statements, orders or judgments having the force of law, and in each case, as amended, modified, restated or supplemented from time to time;
 - b) reference to any agreement, contract, deed or document shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated;

- c) references to Recitals and Schedules as also to the Annexures is/are reference(s) to the recitals, schedules and annexures of/to this Deed. The Recitals, the Schedules and the Annexures form an integral part of this Deed and/or form a part of the operative provisions of this Deed, and references to this Deed shall include references to the Recitals, the Schedules and the Annexures;
- d) the obligation and/or covenant of the Sub-Lessee and/or the Association to do something shall include an obligation and/or covenant to ensure that the same shall be done, and the obligation and/or covenant on the part of the Sub-Lessee and/or the Association not to do something shall include an obligation and/or covenant not to permit, suffer or allow the same to be done;
- e) words denoting the masculine gender shall include the feminine and neutral genders as well;
- f) words denoting the singular number shall include the plural and vice versa;
- g) where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have the corresponding meanings;
- h) the term “or” shall not be exclusive, and the terms “herein”, “hereof”, “hereto” and “hereunder” and other terms of similar import shall refer to this Deed as a whole and not merely to the specific provision where such terms may appear;
- i) the words “include”, “including” and “amongst others” are to be construed without limitation, and shall be deemed to be followed by “without limitation” or “but not limited to”, whether or not they are followed by such phrases or words of like import;
- j) reference to days, months and years are to Gregorian calendar days, months and years respectively;
- k) in the determination of any period of days for the occurrence of an event or the performance of any act or deed or thing, the day on which the event happens or the act or deed or thing is done shall be deemed to be excluded, and if the last day of the period is not a working day, then the period shall include the next following working day;
- l) the words “directly or indirectly” mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and “direct” or “indirect” shall have the correlative meanings;
- m) wherever in this Deed it is stipulated that the Sub-Lessee has to make any payment in common and/or any payment of the proportionate share, the same shall be the proportion which the Built-Up Area of the Said Apartment bears to the Built-Up Area of all the other constructed areas/spaces in the Project;
- n) none of the pans annexed to this Deed are to scale, it being clarified that all fittings, accessories, equipments, furniture etc. if shown in the plan annexed hereto are only

by way of suggestions as to the manner in which the subject areas may be used, and the same do not form a part of the Apartment Specifications and/or the deliverables, with the internal dimensions mentioned therein being bare wall to wall and above the skirting;

- o) this Deed along with its several Schedules supercedes the Agreement and all earlier/other recordings, promotional literature, agreements, arrangements, memoranda, understandings, brochures, advertisements, sales plans etc. and/or representations, statements etc., whether by the Developer and/or by any real estate agents, channel partners, brokers, agents, representatives, employees etc., if any, and the terms hereof shall prevail and be binding on the Sub-Lessee and Association.

The Schedules Above Referred To

Schedule A

Part - I

(“Said Premises”)

All That the piece and parcel of land admeasuring 240.5 cottahs more or less together with the structures standing thereon and/or the Project developed thereon, situate, lying at and being Premises No. 257/A Deshpran Shasmal Road, Kolkata - 700 033, Police Station Jadavpur, Post Office Tollygunge, within Ward No. 94 of the Kolkata Municipal Corporation, and butted and bounded in the following manner:-

On The North: By Jubilee Park Road;

On The South: By Tollygunge Depot of CTC;

On The East: By Jubilee Park; and

On The West: By Deshpran Shasmal Road.

Or howsoever the same may be butted bounded known or numbered

Part - II

(“Identified Apartment”)

All That the Apartment No. [•] situate on the [•] floor of Tower No. [•] (the floor plan thereof shown in the plan annexed hereto as **Annexure “A”**) constructed on the Said Premises as a part of the Residential Zone of the Project.

Part - III

(“Identified Utility Room”)

All That the utility room No. [] situate on the [] floor of Tower No. [] (the floor plan thereof shown in the plan annexed hereto as **Annexure “A”**) constructed on the Said Premises as a part of the Residential Zone of the Project.

Part - IV

(“Said Apartment”)

All That the Identified Apartment (more specifically described in **Part - II** of **Schedule A** hereinabove written) together with the Identified Utility Room (more specifically described in **Part - III** of **Schedule A** hereinabove written) further together with undivided proportionate share in the Common Utility Areas, with the Carpet Area being [] sq.ft. more or less, with the Balconies comprising of the regular balcony(ies), triple height balcony(ies) and kitchen/ service balcony respectively admeasuring [] sq.ft. more or less, [] sq.ft. more or less and [] sq.ft. more or less and the Private Open Terrace(s), if any, respectively admeasuring [] sq.ft. more or less and [] sq.ft. more or less, thus aggregating to a Built-up Area of [] sq.ft. more or less, with the super built-up area thereof for the limited purpose of assessment of the stamp duty and registration fee payable on this Deed being [] sq.ft. more or less.

Part - V

(“Said Car Parking Space(s)”)

All That the [] ([]) number(s) of covered/open/stacked Car Parking Spaces at the Residential Zone of the Project, as earmarked, identified and designated by the Developer for the parking of car(s) owned by the Sub-Lessee within such space(s), as detailed hereinbelow:

Type	Location
[]	[]
[]	[]
[]	[]
[]	[]

Part - VI

(“Undivided Share”)

All That an undivided variable impartible indivisible proportionate share in the Common Areas, attributable to the Said Apartment, as determined by the Developer.

Schedule B

Part - I

(“Application”)



Part - II

(“Allotment Letter”)



Part - III



Part - IV

(“Effective Date”)



[The earliest of the one of the undernoted dates to be incorporated:

i) the date on which the Developer hands over possession of the Subject Apartment to the Sub-Lessee;

or

ii) the date on which the Sub-Lessee takes over possession of the Subject Apartment from the Developer;

or

ii) 2 (two) months from the date of issue by the Developer of the notice to the Sub-Lessee offering possession of the Subject Apartment.]

Schedule C

Part - I

(“Identified Common Areas”)

1. The entire land comprised in the Said Premises
2. Common DG set, to be located/installed at such portions/areas of the Residential Zone as identified by the Developer, with the present tentative locations thereof hatched **Green** and identified with the numbers 5 and 6 on the plan annexed to this Deed as **Annexure “B”**
3. Portion of the driveway running from Deshpran Shasmal Road towards the Residential Zone on the southern side (Tollygunge Depot of CTC), hatched **Green** and identified with the number 1 on the plan annexed to this Deed as **Annexure “B”**

4. Portion of the driveway running from Deshpran Shasmal Road towards the Residential Zone on the western side (Deshpran Shasmal Road), hatched **Green** and identified with the number 2 on the plan annexed to this Deed as **Annexure "B"**
5. Common Guard Rooms, hatched **Green** and identified with the numbers 3 and 4 on the plan annexed to this Deed as **Annexure "B"**
6. Underground Sewage Treatment Plant (STP) to be located/installed at such portion/area of the Said Premises as identified by the Developer, along with the staircase
7. Underground Water Treatment Plant (WTP) to be located/installed at such portion/area of the Said Premises as identified by the Developer
8. Underground Fire Water Tanks to be located/installed at such portion(s)/area(s) of the Said Premises as identified by the Developer
9. Underground Rain Water Tanks to be located/installed at such portion(s)/area(s) of the Said Premises as identified by the Developer
10. Underground Flushing Water Tanks to be located/installed at such portion(s)/area(s) of the Said Premises as identified by the Developer
11. Underground Raw Water Tanks to be located/installed at such portion(s)/area(s) of the Said Premises as identified by the Developer
12. Underground Domestic Water Tanks to be located/installed at such portion(s)/area(s) of the Said Premises as identified by the Developer
13. Underground Fire & Domestic Pump Room to be located/installed at such portion(s)/area(s) of the Said Premises as identified by the Developer, along with staircase
14. Such other area, facility, utility and infrastructure if any, as the Developer may deem necessary.

Part - II

("Residential Zone Common Areas")

1. All the driveways within the Residential Zone excluding those forming a part of the Identified Common Areas
2. All the entrance lobbies for the each of the 4 (four) Towers
3. Banquet Entrance Lobby
4. All the drop off points within the Residential Zone
5. All the common driveways and ramps within the Residential Zone to access the Said Car Parking Space(s)
6. All the staircases within the Residential Zone
7. All the lifts within the Residential Zone
8. All the green areas within the Residential Zone
9. All the gatehouses and boom barriers within the Residential Zone
10. All the lift lobbies and service lift lobbies within the Residential Zone
11. All the fire refuge Areas within the Residential Zone
12. All the AC ledges within the Residential Zone
13. All the lift machine rooms, mumty rooms, meter rooms, overhead tanks and electrical transformer rooms as identified by the Developer for the Residential Zone
14. All the areas of the ultimate roof of the demarcated areas/spaces of/at the ground, first and second floors of Tower 1 of the Project, each as identified by the Developer, together with the entirety of the ultimate roof of each of the Towers 2, 3 and 4 of the Project comprising a part of the Residential Zone
15. All the electrical and service infrastructure identified by the Developer as being exclusively for the Residential Zone

16. All the service shafts within the Residential Zone
17. All the fire services within the Residential Zone
18. Sanctum - Ground Floor:
 - i) Cricket Pitch
 - i) 5-A-side Football Field
 - ii) Amphitheatre
 - iii) Sand Pit
 - iv) Outdoor Multi-Activity Play Area
 - v) Garden Slides
 - vi) Interactive Play Mounds
 - vii) Rope Climbing
 - viii) Rock Climbing
 - ix) Pet Corner
19. Sanctum - Podium - 5th floor:
 - i) Golf Simulator Lounge
 - ii) Banquet Hall with Landscaped Lawn
 - iii) Bar & Cigar Room
 - iv) Screening Room
 - v) Cards Room
 - vi) Indoor Games Room
 - vii) Fitness Studio
 - viii) Squash Court
 - ix) Observation Deck
 - x) Walking Trail
 - xi) Reading Pod
 - xii) Feature Bridge
 - xiii) Female Spa
 - xiv) Male Spa
 - xv) Sunken Seating
 - xvi) Butterfly Garden
 - xvii) Outdoor Jacuzzi
 - xviii) Lap Pool
 - xix) Bubble Island
 - xx) Lagoon Pool
 - xxi) Hidden Jacuzzi
 - xxii) Plunge Pool with Waterfall
 - xxiii) Pool Cabanas
 - xxiv) Sun Lounges
 - xxv) Water Slide
 - xxvi) Splash Play Area
 - xxvii) Kids' Pool
 - xxviii) Co-working Space
 - xxix) Landscaped Co-working Outdoor Area
20. The Skyway - 16th floor
 - i) Outdoor Fitness Area
 - ii) Adda Zone
 - iii) Interactive Kids' Play Area
 - iv) Seating Alcove
 - v) Private Experiential Dining Area with Chef's Table
 - vi) Golf Viewing Deck

- vii) Sunset Scape
 - viii) Viewing Deck
 - ix) Lounging Deck
 - x) Reading Deck
 - xi) Yoga & Meditation Deck
 - xii) Wellness Deck
 - xiii) Relaxation Pavilion
 - xiv) Spa Pavilion with Jacuzzi
21. Such other area, facility, utility and infrastructure if any, as the Developer may deem necessary.

Part - III

(“Commercial Zone Common Areas”)

1. The entire basement including the staircases, ramps, parking zone and lifts
2. All the staircases within the Commercial Zone
3. All the electrical panels, electrical installations, ELV and UPS rooms within the Commercial Zone
4. All the mechanical car parks comprising a part of the Commercial Zone subject to the rules and regulations governing the user thereof
5. The roof of the demarcated areas/spaces of/at the ground, first and second floors of Tower 1 of the Project comprising a part of the Commercial Zone
6. All the service/AC ledges within the Commercial Zone
7. All the lift machine rooms, mumty rooms, meter rooms, overhead tanks and electrical transformer rooms as identified by the Developer for the Commercial Zone
8. All the service shafts within the Commercial Zone
9. All the fire services within the Commercial Zone
10. All the green areas within the Commercial Zone
11. Outdoor seating as designated by the Developer, and the Plaza
12. Such other area, facility, utility and infrastructure if any, as the Developer may deem necessary.

Schedule D

[Some Common Expenses]

1. Repairing, rebuilding, repainting, improving as necessary and keeping the Residential Zone, the Identified Common Areas, the Residential Zone Common Areas and the several facilities, infrastructure, utilities, etc. at the Residential Zone and every exterior part thereof in good and substantial order and condition, and renewing and repairing etc. all worn out and/or damaged parts thereof.
2. As often as may be necessary in the opinion of the Developer and/or the Association and/or the Facility Management Entity, as the case may be, painting with quality paint and in a proper and workman like manner, all the wood, metal, stone and other work of/ at the Residential Zone, the Identified Common Areas, the Residential Zone Common Areas and the external surfaces of all the exterior doors etc. of the Tower(s) comprising a part of the Residential Zone, and decorating and colouring all such parts of the

Tower(s) comprising a part of the Residential Zone, the Identified Common Areas and the Residential Zone Common Areas, as usually are or ought to be.

3. Maintaining/reinstating any boundary wall(s), hedge(s) or fence(s).
4. Keeping the driveways, passages and pathways of the Residential Zone and those comprising a part of the Identified Common Areas and the Residential Zone Common Areas in good repair, and clean, tidy and edged.
5. Cost of clearing, repairing, reinstating any drains and sewers running through any part or portion of the Said Premises.
6. Cost of operating and maintaining the various facilities/utilities comprising a part of the Identified Common Areas and the Residential Zone Common Areas.
7. Paying such workers as may be necessary in connection with the upkeep, management, maintenance, administration etc. of the Residential Zone, the Identified Common Areas and the Residential Zone Common Areas.
8. Insuring against any risks.
9. Cleaning as necessary, the external walls and windows (not forming a part of any Apartment) in/at the Residential Zone as may be necessary, as also the Identified Common Areas and the Residential Zone Common Areas, the passages, landings, staircases and all other common parts of/comprising the Residential Zone, the Identified Common Areas and the Residential Zone Common Areas as identified by the Developer and/or the Association and/or the Facility Management Entity, as the case may be.
10. Operating, maintaining, and if necessary, renewing from time to time, the lighting apparatus of/at the Residential Zone Common Areas, the Identified Common Areas and the Residential Zone Common Areas, and providing additional lighting apparatus thereat.
11. Operating, maintaining etc. the lift(s)/elevator(s), the generator and all facilities and utilities forming a part of the Identified Common Areas and the Residential Zone Common Areas including those identified by the Developer and/or the Association.
12. Providing and arranging for removal of rubbish.
13. Paying all the rates, taxes, commercial surcharge, land revenue, levies duties, charges, assessments and outgoings whatsoever (whether central, state, or local) assessed, charged or imposed or payable presently and/or in the future, with retrospective effect or otherwise, in respect of the Said Premises and/or the Residential Zone and/or the Identified Common Areas and the Residential Zone Common Areas and/or any part thereof, excepting in so far as the same is the responsibility of an Apartment Sub-Lessee and/or any Commercial Zone Sub-Lessee.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by any competent authority in connection with the Said Premises and/or the Project and/or any part thereof so far as the same is not the liability of and/or

attributable to an Apartment Sub-Lessee/the occupant(s)/user(s) of any Apartment/any of the Commercial Zone Sub-Lessees/ the occupant(s)/user(s) of any of the units/areas/spaces/portions comprising the Commercial Zone.

15. Generally managing and maintaining and protecting the Residential Zone, the Identified Common Areas and the Residential Zone Common Areas, and for such purpose employing any contractor, agency etc. and enforcing lawfully or attempting to enforce lawfully, the observance of the covenants on the part of the Apartment Sub-Lessees/the user(s)/occupant(s) of any of the Apartments/ any of Commercial Zone Sub-Lessees/the occupant(s)/user(s) of any of the units/areas/spaces/portions comprising the Commercial Zone.
16. Engaging qualified accountant(s) for the purpose of auditing the accounts in respect of the Common Expenses, and certifying the total amount thereof for the period to which the accounts relate.
17. Complying with the requirements and directions of any competent authority and/or with the provisions of all statutes and regulations, orders and bye-laws made thereunder relating to the Said Premises, excepting those which are the responsibility of an Apartment Sub-Lessee/the occupier(s)/user of any Apartment/ ny of the Commercial Zone Sub-Lessees/the lawful occupant(s)/user(s) of any of the units/areas/spaces/portions comprising the Commercial Zone.
18. The purchase, maintenance, insurance together with the applicable renewals and replacement of fire fighting appliances and other equipments, infrastructure etc. as from time to time, may be considered necessary by the Developer or the Association or the Facility Management Entity, as the case may be.
19. Administering the management of the staff and complying with all relevant regulations and orders thereunder, and employing, whenever necessary, suitable person(s) or firm(s) to deal with these matters and disengage them when required.
20. The purchase, maintenance together with the applicable renewals thereof as also the replacement of any other equipment and the provisions of any other service, which in the opinion of the Developer and/or the Association and/or the Facility Management Entity, as the case may be, it is reasonable to provide.
21. Litigation expenses that may have to be incurred for any common purpose and/or for in/the larger/greater interest of the Said Premises and/or the Project.
22. Charges, fees etc. of the Facility Management Entity.
23. Service charges of the Developer and/or the Association till the maintenance is handed over to the Facility Management Entity.
24. Such periodic amounts, as may be estimated by the Developer and/or the Association and/or the Facility Management Entity, as the case may be, whose decision shall be final and binding, and to provide for a reserve fund for items of expenditure including those referred to in this Schedule to be incurred or expected to be incurred at any time.

25. Such other costs, expenses etc. incidental to and/or ancillary to and/or related to/with any of the matters, items, issues etc. stated in this Schedule.

Schedule E

The Sub-Lessee undertake(s), confirm(s) and guarantee(s): to abide by and comply with and/or ensure abidance of and compliance with *inter alia* each of the following as covenants running with the land and the Said Apartment And Properties Appurtenant Thereto:-

- a) to use and/or permit the Subject Apartment and every part thereof to be used/ applied only for residential purpose, and not to use and/or permit the same to be used/applied, directly and/or indirectly, for any other purpose and/or for any purpose which may or is likely to cause nuisance or annoyance to the other Apartment Sub-Lessees and/or to the Commercial Zone Sub-Lessees and/to the respective users, occupiers etc. of the adjoining/neighbouring premises and/or for any illegal/unlawful/immoral purpose/activity and/or for/as a boarding house, office, professional chamber, guest house, club, hospital, nursing home, clinic, dispensary, amusement or entertainment centre, restaurant, eating or catering place, a meeting place, whether for political meetings or otherwise, conferences/conference hall, business centre, hall, place of worship and/or for any religious activities and/or for any business and/or manufacturing/industrial activities and/or for any commercial purposes/activities and/or for any categories of business activities of non-residential nature permitted to be carried out in residential buildings under any Applicable Laws, and further not to convert/apply for conversion of the nature/user of any part or portion of the Subject Apartment and/or for any license to use any part or portion of the Subject Apartment for any of the purposes stated hereinabove including but not limited to, for any direct or indirect commercial, semi-commercial use etc.;
- b) not to partition and/or sub-divide and/or damage and/or demolish the Subject Apartment and/or the Said Car Parking Space(s) and/or any part or portion thereof;
- c) not to keep or store or operate in or allow to be kept or stored or operated in or bring into/upon or allow to be brought into/upon any part or portion of the Subject Apartment and/or the Said Car Parking Space(s) and/or any of the Common Areas and/or any part or portion of the Said Premises and/or the Tower(s), any goods, articles, machines etc., which in the opinion of the Developer or the Association, as the case may be, is hazardous and/or combustible and/or offensive and/or obnoxious and/or dangerous (save and except LPG gas cylinders for domestic use as may be permitted under applicable laws) and/or which are heavy and/or can affect or endanger or damage the structure and/or stability of the Tower(s) and/or any part or portion thereof and/or any fittings or fixtures thereof including the windows, doors, floors, outer walls of any Apartment, beams, pillars, lift(s)/ elevator(s), staircases etc., such opinion of the Developer or the Association, as the case may be, being final and binding on the Sub-Lessee;
- d) not to do or cause or permit anything to be done or be a party to any act or deed in or around the Subject Apartment and/or the Said Car Parking Space(s) and/or the Said Premises, which in the opinion of the Developer or the Association, as the case may be,, may, *inter alia* cause or tend to cause or tantamount to cause or affect or damage any

part or portion of any of the Tower(s) including the floor(s) and/or ceiling(s) of the Subject Apartment and/or of any other Apartment and/or any other space/area, or in any manner interfere with the use or enjoyment of any of the other Apartments and/or any part or portion of the Common Areas and/or any part or portion of the Tower(s) and/or the Project, such opinion of the Developer or the Association, as the case may be, being final and binding on the Sub-Lessee;

- e) not to hang from or attach to the beams or rafters of any part or portion of the Subject Apartment and/or the Tower(s), any article(s) or machinery(ies) which in the opinion of the Developer or the Association, as the case may be, are heavy or are likely to effect or endanger or damage the structure and/or stability and/or the construction of the Tower(s) or any part thereof, such opinion of the Developer or the Association, as the case may be, being final and binding on the Sub-Lessee;
- f) not to fix or install air conditioner(s) in/at any part or portion of the Subject Apartment;
- g) not to tamper/alter/change or cause/permit any tampering or alteration or change in/of/to the electrical points at any part or portion of the Subject Apartment including but not limited to at the Balconies and/or the Private Open Terrace(s), if any, and further not to permit/cause any overloading of the electrical points;
- h) to plan and distribute his/her/their/its electrical load in conformity with the electrical systems installed by the Developer and thereafter by the Association and/or the maintenance agency (Facility Management Entity), with the Sub-Lessee being solely and exclusively liable and responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- i) not to do any act, deed or thing which may in any manner whatsoever obstruct/impede/restrict/hinder the transfer/alienation by the Sub-Lessor and/or the Developer of any part or portion of the Said Premises and/or the Project notwithstanding any variation/diminishment in the Undivided Share and/or any disruption/hindrance/impediment in the enjoyment and/or use of the Said Apartment And Properties Appurtenant Thereto by the Sub-Lessee;
- j) not to affix or change or alter the design or the placement of any of the window(s) and/or door(s) at/of any part or portion of the Subject Apartment including the main door(s), and further not make or alter or change or relocate any window(s), light opening(s), door(s), path(s), passage(s), drain(s), pipe(s), conduit(s), cable(s), fittings, fixtures etc. in/serving/attached to any part or portion of the Subject Apartment and/or the Said Car Parking Space(s) and/or the Tower(s) and/or the Said Premises, and further not to make any encroachment(s) or easement(s) in/into/upon any part or portion of the Subject Apartment and/or the Said Car Parking Space(s) and/or the Tower(s) and/or the Said Premises;
- k) not to raise the floor level of any part or portion of the Subject Apartment, and furthermore not to do or permit the doing of any act, deed or thing which may increase/cause to increase the total load of/on the floor of the Subject Apartment;

- l) not to block up or darken or obstruct or obscure or cover up any of the windows and/or lights of/at part or portion of the Subject Apartment, and further not to cover or obstruct any ventilating shafts and/or inlets and/or outlets;
- m) not to, without the prior written consent of the Developer or the Association, as the case may be, install or fix grills, shades, awnings, window guards, ventilators etc. and/or alter those if any already installed/fixes;
- n) to be and remain solely liable and responsible for the safety and security of the Said Apartment And Properties Appurtenant Thereto and the permissible goods/articles lying therein/thereat, if any, and to get the same insured at his/her/their/its own cost including against damage by fire, riot, explosion, earthquake, strike, storm, tempest, floods, wars, accidents, malicious damage, civil commotion etc.;
- o) not to make and/or carry out any modifications and/or additions and/or alterations and/or improvements of any nature whatsoever or howsoever, structural or otherwise, in/to any part or portion of the Subject Apartment and/or the Said Car Parking Space(s) including to the beams, columns, partition walls, load bearing walls etc., and further not to withdraw any support;
- p) to maintain the limited fire fighting equipment(s) and system(s) as provided by the Developer, and not to cover the fire and/or the heat sensors, sprinklers, etc., if any installed at/within the Subject Apartment, and further to comply with and adhere to/with all the laws, rules and guidelines (as amended from time to time) pertaining to fire safety including by installation of all necessary, proper and adequate fire fighting and/or fire protection equipment(s), fire detection and smoke extraction systems amongst others at/within the Subject Apartment, and the Sub-Lessee shall be and shall remain solely and exclusively liable and responsible for strict and prompt adherence to and compliance with all laws, rules, guidelines, regulations etc., as amended from time to time, pertaining to fire safety and protection etc. as also for any violation thereof, and the Sub-Lessee shall keep each of the Indemnified Parties and each of the Apartment Sub-Lesseees, the Commercial Zone Sub-Lesseees and the respective permitted users and occupiers of each and every portion of the Project as also the users and occupiers of the adjoining/ neighbouring premises, fully safe, harmless and indemnified in respect thereof;
- q) to be and remain solely and exclusively responsible, at his/her/their/its own cost and expense, to maintain and keep in good repair and condition each of the Subject Apartment and the Said Car Parking Space(s), and further along with the Identified Sub-Lessee to be and remain jointly and/or severally responsible to, at their respective joint and/or several cost and expense, to maintain and keep in good repair and condition the Common Utility Areas;
- r) to keep the Said Apartment And Properties Appurtenant Thereto in a good state of preservation and cleanliness, and at all times to keep the interior walls, fittings, fixtures, appurtenances, floors, ceilings, sewerage, drainage, plumbing etc. in perfect condition and repair, and further to keep each of the Indemnified Parties and each of the Apartment Sub-Lesseees, the Commercial Zone Sub-Lesseees and the respective permitted users and occupiers of each and every portion of the Project as also the users and occupiers of the

adjoining/neighbouring premises, fully safe, harmless and indemnified from and against *inter alia* the consequences of any damage etc. arising therefrom;

- s) to carry out any permitted interior works and/or any permitted repairs and maintenance works and/or any other permitted works inside the Subject Apartment only during such working hours and only on such working days as stipulated by the Developer or the Association, as the case may be and/or as laid down in the Management & Maintenance Rules and/or in terms of the fit-out mandates/rules formulated by the Developer and/or by the Association, as the case may be, and the Sub-Lessee shall ensure that any repair and/or maintenance and/or other works do not cause any manner of annoyance and/or nuisance to the other users/ occupants of the Tower(s) and/or the Project and/or the Said Premises and/or of the adjoining/neighbouring premises, and in the event of violation of any of the above, the Developer and/or the Association, as the case may be, and the Facility Management Entity shall be entitled to forthwith stop the same without any liability, at the cost and expense of the Sub-Lessee;
- t) all repairs and maintenance of any kind as may be desired by the Sub-Lessee inside the Subject Apartment and/or the Common Utility Areas shall be carried out only by persons authorized or provided by the Developer and/or the Association and/or the Facilities Management Entity, as the case may be, and the Sub-Lessee shall be liable to pay and bear such amounts that the Developer and/or the Association and/or the Facilities Management Entity, as the case may be, may reasonably determine from time to time towards their respective charges for administration of such repair works;
- u) to be and remain solely and exclusively liable and responsible for any accidents that may occur while carrying out and/or completing any permitted works within/inside the Subject Apartment and/or the Common Utility Areas, and all the consequent injury, loss, damage etc. including any compensation as may be determined by the Developer and/or the Association, as the case may be, shall exclusively attach to the Sub-Lessee alone, and the Sub-Lessee shall be bound and obliged to and undertake(s) to keep each of the Indemnified Parties and all the Apartment Sub-Lessees and the Commercial Zone Sub-Lessees fully safe, harmless and indemnified from and against all costs, charges, claims, damages, actions suits, proceedings etc. in respect thereof;
- v) not to hang/put out/dry any linen/clothes in or upon the windows and/or any part or the portion of the Balconies and/or the Private Open Terrace(s), if any, and/or any other part or portion of the Subject Apartment and/or the Common Utility Areas including in such a manner that the same be visible from the outside and/or to outsiders, and further not to throw anything from any floor, window, the Balconies, the Private Open Terrace(s), if any etc. and furthermore not to place any goods, articles, things etc. upon any of the window sills of the Tower(s);
- w) not to throw or accumulate or cause to be thrown or accumulated any dirt, rubbish or other refuse within/at the Subject Apartment and/or in/at any part or portion of the Said Premises and/or the Tower(s) and/or in/at any of the areas comprising the Common Areas, save at the places indicated therefor by the Developer and/or the Association, as the case may be;
- x) not to slaughter or permit to be slaughtered any animals at/within any part or portion of the Subject Apartment and/or the Common Utility Areas and/or the Said Car Parking

Space(s) and/or the Tower(s) and/or the Said Premises including but limited to on any religious occasion or otherwise, and further not to do or execute or permit to be done or executed any act, deed or thing which may hurt or injure or cause provocation of the sentiments and/or feelings (religious or otherwise) of any person/party/entity including but not limited to of the other Apartment Sub-Lessees and/or the Commercial Zone Sub-Lessees and/or the users/occupiers of the several units/areas/spaces/portions at/ of/ comprising the Tower(s) and/or the Project and/or the Said Premises, and/or cause disharmony amongst them;

- y) not to ever close or permit the closing of the Balconies, the Private Open Terrace(s), if any, the lounges, lobbies, passages, corridors, any of the open areas including those comprised in/within the Subject Apartment and/or comprising the Common Utility Areas and/or the Common Areas etc., with grills or otherwise, and to at all times keep the same in the same manner as intended and/or constructed and/or delivered by the Developer, and further not to make thereon or on any part thereof any construction(s), structure(s) etc., permanent or temporary or otherwise;
- z) not to alter/change the elevation and/or the outside colour scheme of or carry out any change in the exterior elevation or design or decorate in any manner whatsoever, the exposed/external walls of the Tower(s), the Subject Apartment, the Balconies, the Private Open Terrace(s), if any, the lounges, passages, corridors, any of the areas comprising the Common Areas etc. and/or any external walls and/or both the faces of the external doors and windows of the Subject Apartment and/or the Common Utility Areas, which in the opinion of the Developer or the Association, as the case may be, *inter alia* differs from and/or is in deviation from and/or may effect the colour scheme of the Project and/or the Tower(s) and/or the elevation thereof, such opinion of the Developer or the Association, as the case may be, being final and binding on the Sub-Lessee;
- aa) not to make/permit any changes in/to the signage of the Project and/or the Said Premises and/or the Tower(s), if any, as installed by the Developer, and further not to install any monogram etc. at any part or portion of any of the external walls including those of any of the Tower(s) and/or the Said Premises including the boundary wall(s) thereof;
- bb) not to put, affix, stick etc. any signboard(s), signage(s), glow sign(s), name plate(s), bill(s), notice(s), advertisement(s), hoarding(s), publicity material(s) etc. to/at/on the face/facade of any of the Tower(s) and/or anywhere on the exterior of the Project and/or any part or portion of any of the Tower(s) and/or the Project and/or the Said Premises including to/at any of the areas/facilities comprising the Common Areas and/or to/at any part or portion of the exposed/ outside walls, doors, external façade, windows etc. of the Subject Apartment and/or the Common Utility Areas and/or the Said Car Parking Space(s), save and except displaying a small decent name plate outside the main door of the Identified Apartment at the location specified for the same by the Developer;
- cc) not to make/permit any changes in/to any of the entrance lobbies of any of the Tower(s) and/or the entrance of/to the Subject Apartment including but not limited to by changing/replacing the main door(s) and/or installing any collapsible gate, shutter etc.;
- dd) not to use or permit to be used the lift(s)/elevator(s) for the purpose of carting pets, furniture, fixtures, fittings, equipments, goods, articles etc.;

- ee) not do or suffer to be done anything in or to the Tower(s) and/or any part or portion of the Said Apartment And Properties Appurtenant Thereto and/or the staircases, lift(s)/ elevator(s), common passages, corridors, circulation areas, atrium or the compound and/or any of the Common Areas, which may be in violation of any of the terms of this Deed and/or laws or rules of any authority and/or the Management & Maintenance Rules;
- ff) not to allow or use any cable, internet or other service providers save and except such service providers who have been selected or designated by the Developer or the Association, as the case may be;
- gg) to co-operate with and assist in all manner, the Developer and/or the Association and/or the Facility Management Entity, as the case may be, in the management, maintenance, upkeep and administration of the Said Premises, the Project, the Tower(s) and the Common Areas and in carrying out their day to day activities and in the redention of the Common Purposes and all activities related thereto, and not to object to/oppose any decision taken by the Developer and/or the Association and/or the Facility Management Entity, and in particular, to abide by, comply with, observe and perform, as the case may be, *inter alia* all the applicable laws, terms, conditions, rules and regulations regarding usage, operation etc. of the Common Areas, water, electricity, drainage, sewerage, lift(s)/elevator(s), tube wells, generator and all other installations and/or amenities in/at the Tower(s) and/or the Project including without limitation those under the statute(s)/applicable laws governing fire and the rules made thereunder as amended from time to time, and the Sub-Lessee shall indemnify and keep each of the Indemnified Parties, the Association and the Facility Management Entity safe, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions, proceedings etc. in respect thereof including but not limited those which the Indemnified Parties and/or the Association and/or the Facility Management Entity may suffer or incur or sustain or have to defend/initiate due to any failure, non-adherence, non-compliance, non-observance, non-performance, default or negligence on the part of the Sub-Lessee;
- hh) not to form with the other Apartment Sub-Lessees and/or any of them and/or with any of the users, occupiers etc. of the Apartments and/or of the several units/areas/spaces comprising the Tower(s)and/or the Project and/or with any/all of the Commercial Zone Sub-Lessees, any association, holding organization, association of persons, firm, entity etc. by whatever name called, other than the Association, and further not to become a member of any association and/or association of persons and/or firm and/or holding organization and/or any entity save and except the Association for any purpose/matter related/pertaining directly and/or indirectly to the Tower(s) and/or the Project and/or the Said Premises and/or for the purpose of maintenance, management, upkeep, administration etc. of the Tower(s) and/or the Project and/or the Said Premises, and if any such organization/company/ firm/association/other entity etc. shall be/is formed, the same shall not be recognized by the Developer or the Association;
- ii) to allow, without raising any objection, the Developer and/or the Association and/or the Facility Management Entity, as the case may be, and/or their respective representatives, with or without workmen, to access and/or enter into the Subject Apartment and/or the Common Utility Areas and/or the Said Car Parking Space(s) *inter alia*, for the purpose of maintenance, repairs, re-building etc. and for keeping in good order and condition,

the electrical lines, the air-conditioning lines, the water lines, the pipe lines, sewage lines, storm water lines/storm water pits, plumbing systems etc. and/or any and/or all other elements amongst others, on the clear and unequivocal understanding that the Developer and/or the Association and/or the Facility Management Entity, as the case may be, and/or their respective representatives, with or without workmen, shall at all times have similar rights to access and/or enter into and/or each of the Common Areas;

- jj) to regularly and punctually pay, every month and month by month, (i) on and from the date of issuance of the Completion Certificate, the Outgoings in respect of the Said Apartment And Properties Appurtenant Thereto as may be assessed by the Developer together with the ground/lease rent payable to CTC in terms of the Lease Deed, each together with the applicable Taxes thereon, and further, (ii) on and from the Effective Date, the Maintenance Charges, at such rates as may be decided, determined and apportioned by the Developer and thereafter by the Association and/or the Facility Management Entity and/or the concerned authorities, as the case may be, each in terms of the bills raised by the aforestated entities;
- kk) to regularly and punctually pay the entirety of the Outgoings in or relating to the Said Apartment And Properties Appurtenant Thereto as per the bills raised by the Developer and/or the Association and/or the Facility Management Entity and/or the concerned authorities, as the case may be;
- ll) not to object to the use of any part or portion of the Commercial Zone for the operation/running of showroom(s) and/or restaurant(s) and/or for any other commercial purpose that the Developer may determine;
- mm) not to use/apply the Said Car Parking Space(s) for any purpose other than for the parking of car(s) owned by the Sub-Lessee within the space comprising the same and further not to use/convert/apply for conversion of the nature/user of the same and/or for any license to use the same for any categories of business activities of non-residential nature permitted to be carried out in residential buildings under any Applicable Laws;
- nn) not to partition the Said Car Parking Space(s) in any manner, and further not to raise or put up or make thereon/thereat and/or at/on any part thereof any kutcha or pucca structure(s) of any nature whatsoever and/or any grilled wall(s) or enclosure(s), and to always keep the Said Car Parking Space(s) open, and not to permit any Person(s) to dwell/stay/reside thereat, and further not to store/keep any goods, furniture, articles etc. therein/thereat;
- oo) not to transfer and/or alienate and/or deal with and/or grant any manner of right in, over or in respect of the Said Car Parking Space(s) and/or the Common Utility Areas separately or independently or devoid of the Subject Apartment and/or by way of a separate space/area to any Person, on the clear and unequivocal understanding that any alienation, transfer etc. of the Subject Apartment shall at all times be subject to the terms stipulated in this Deed;
- pp) not to claim any right to/to use any car/vehicle parking space and/or to park cars/vehicles at any part or portion of the Tower(s) and/or the Project and/or the Said Premises unless such permission is specifically granted under this Deed;

- qq) not to park or allow any car/vehicle to be parked on/in the passages(s) and/or the pathway(s) and/or the open space(s) of/at and/or at any other portions of/at the Tower(s) and/or the Project and/or the Said Premises save and except at the Said Car Parking Space(s), and to use the passages(s), pathway(s), open spaces etc. only in the manner and/or for the purposes as determined by the Developer;
- rr) not to transfer and/or alienate and/or deal with and/or grant any manner of right in, over or in respect of the Identified Utility Room separately or independently or devoid of the Identified Apartment and/or by way of a separate space to any Person on the clear and unequivocal understanding that any alienation, transfer etc. of the Identified Utility Room shall at all times be subject to the terms stipulated in this Deed;
- ss) not to block any area(s) and/or passage(s) including those comprising the Common Areas;
- tt) to use only such routes of entry into and/or exit from the Said Premises and/or the Tower(s), as specified by the Developer;
- uu) not to affix or draw any wires, cables, pipes etc. from or to or through any of the areas and/or corridors including but not limited to the Common Areas, the outside walls of the Tower(s), any part or portion of the Project and/or the Said Premises and/or the other Apartments/areas/spaces save as specifically permitted in writing by the Developer or the Association, as the case may be, and further not to alter or change or permit any alteration(s) or change(s) in the pipes, conduits, cables and/or other fixtures, fittings etc. serving any of the Apartments and/or any of the Tower(s);
- vv) not to keep/place/leave or permit to be kept/placed/left outside the Subject Apartment and/or in/at any part or portion of the Said Car Parking Space(s) and/or the Common Utility Areas and/or the Project and/or the Said Premises and/or in/at any of the Tower(s) and/or in/at the lobbies, corridors, passages, staircases, landings, and/or in/at any of the areas/facilities comprising the Common Areas etc., any packages, boxes, crates, cartons, containers etc. of any description, parcel of goods or articles, sitting stools etc., even temporarily or for a short period of time;
- ww) not to permit any driver, domestic help, servant, ayah, agent, personnel, employee, staff etc. and/or any other person employed by the Sub-Lessee to sleep and/or squat and/or loiter around in/at any part or portion of any of the Tower(s) and/or the Project and/or the Said Premises;
- xx) not to affix, install, attach, hang etc. any aerial/antenna/satellite dishes to/from any part or portion of the roof(s)/ultimate roof(s) of any of the Tower(s) and/or the Balconies and/or the Private Open Terrace(s), if any, and/or the open areas that may be/form a part of any Apartment and/or its windows etc. and/or to/from any part or portion of any of the Tower(s) and/or the Subject Apartment and/or the Common Utility Areas and/or the Said Car Parking Space(s);
- yy) to use only such power/generator back-up as allocated by the Developer to the Identified Apartment, and not to demand/claim any further/additional power/generator back-up on any ground whatsoever or howsoever;

- zz) to ensure that all the employees, servants, domestic help, drivers, ayahs, personnel, visitors, agents, contractors etc. of the Sub-Lessee strictly abide by the rules framed/amended from time to time by the Developer and/or by the Association and/or by the Facility Management Entity including the Management & Maintenance Rules, as also the instructions issued from time to time for enforcing security, maintenance etc., and further to ensure that none of the aforesaid persons in any manner deface, vandalise or bring to disrepute the Project;
- aaa) the Developer and/or the Association, as the case may be, shall be entitled to take such steps as they may respectively deem fit and proper in the interest of preserving the aesthetics of the Project and/or the Tower(s) and/or the Said Premises including but not limited to the external façade of each of the above;
- bbb) the Developer and/or the associates/affiliates/nominees of the Developer shall have the right till such time as the Developer may deem fit and proper at its sole and absolute discretion to put up and/or permit the putting up of signages and/or hoardings and/or neon signs and/or advertisements at the Project and/or the Tower(s) including at/on the main gate, the roof, walls, lift(s)/ elevator(s) etc. of each of the Tower(s) as the Developer may deem fit and proper, and *inter alia* for such purpose, the Developer shall be entitled to access and use all the Common Areas provided that the maintenance costs of such displays/signages etc. shall be borne and paid by the Developer and/or by the associates/affiliates/nominees of the Developer;
- ccc) in the event of there being any enhancement to/in the municipal rates and taxes due to any act, deed or thing done or carried out or executed by/at the instructions of the Sub-Lessee, such enhancement shall be paid and borne exclusively by the Sub-Lessee;
- ddd) after taking hand over of the Subject Apartment in terms of and/or subject to the provisions of this Deed, the Sub-Lessee shall have no manner or nature of right or claim against the Developer on any ground whatsoever or howsoever save and except limited to that specifically stipulated in this Deed;
- eee) not to amalgamate/join/consolidate/connect: (i) any part or portion of the Identified Apartment and/or the Identified Utility Room and/or the Common Utility Areas and/or the Balconies and/or the Private Open Terrace(s) if any, with any other Apartment(s) and/or utility room(s) and/or balconies and/or private open terraces and/or space(s) and/or area(s) within/adjacent to any Tower; and/or (ii) the Said Car Parking Space(s) with any Car Parking Space(s) and/or space(s) and/or area(s) within/adjacent to any Tower and/or space(s) and/or area(s) within the Said Premises in any manner whatsoever or howsoever even if the Sub-Lessee has been allotted by way of a written instrument any further/other Apartments and/or utility room(s) and/or any car parking space(s) and/or spaces/areas which are adjacent to and/or adjoining the Identified Apartment and/or the Identified Utility Room and/or the Balconies and/or the Private Open Terrace(s) if any and/or the Said Car Parking Space(s);
- fff) to comply with all notices, orders and requisitions of the local and/or municipal authorities and/or the competent authorities including the Kolkata Municipal Corporation and/or all the other concerned authorities including those which may be required to be complied with by the Sub-Lessor and/or the Developer and/or the Sub-

Lessee in respect of the Said Apartment And Properties Appurtenant Thereto or any part thereof, all at his/her/their/its own cost and liability;

- ggg) not to claim any right of pre-emption or otherwise in respect of any other Apartment and/or any part or portion and/or areas/spaces etc. at/of the Project and/or any of the Tower(s) and/or the Said Premises and/or the Common Areas, and the Sub-Lessee confirm(s) and undertake(s) that the Sub-Lessee neither has nor shall have nor shall claim any such right of pre-emption;
- hhh) not to at any time make or claim or bring any action or claim for partition or division on any ground whatsoever of any part or portion of the Said Premises and/or of the Project and/or of any of the Tower(s) and/or of the Identified Apartment and/or of the Identified Utility Room and/or of the Common Utility Areas and/or of the Undivided Share and/or of any of the areas/ portions comprising the Common Areas;
- iii) not raise any objection to the cooking/bringing in of any non-vegetarian items/food into/ at any part or portion of the Tower(s) and/or the Project and/or to the keeping/ raising of any pets by any of the users/occupiers of the several Apartments;
- jjj) to immunize the pets of the Sub-Lessee, and at all times to keep the pets on a leash save when inside the Subject Apartment, with the Sub-Lessee being solely and exclusively responsible for cleaning up any mess/dirt created/made by his/her/their/its pets at any part or portion of the Project, and further for making good any loss, damage etc. which may be caused by and/or have arisen due to the pets of the Sub-Lessee;
- kkk) not to smoke and/or permit smoking at any part or portion of the Tower(s) and/or the Said Project save at the areas, if any, designated for the same by the Developer and/or the Association as the case may be;
- lll) not to play upon or cause to be played upon any musical instrument or a phonograph or radio or television or loud speaker in the Subject Apartment with such intensity, as may disturb or annoy the occupants of the Tower(s) and/or the adjoining premises;
- mmm) not to keep or harbour any bird or animal in the common areas of the Project and/or the Said Premises;
- nnn) not to carry out or permit or allow any games or sporting activities at any part or portion of the Project;
- ooo) not to cook or permit cooking in the common areas, parking spaces and Identified Utility Room except at the place(s) if any designated for the same thereat by the Developer;
- ppp) not to object to the installation of VSAT and/or display of commercial hoarding, advertisements, signage, neon lights on or surrounding the main gate of the Said Premises and/or the roof of Tower 1;
- qqq) to exercise all precautions and care and take all steps as may be necessary and/or expedient to prevent the commission of any offence under any laws or otherwise, and to keep each of the Indemnified Parties and each of the Association, the Apartment Sub-

Lessees, the Commercial Zone Sub-Lessees and the lawful occupants/users of the several units/areas/spaces/portions respectively comprising the Residential Zone and the Commercial Zone, the Facility Management Entity and the maintenance/management staff safe, harmless and indemnified in respect thereof; and

- rrr) at such time as the Developer may determine at its sole and absolute discretion, to cooperate with and assist the Sub-Lessor and/or the Developer in applying for and obtaining apportionment and separation and/or mutation in the records of the Kolkata Municipal Corporation in respect of the municipal rates and taxes payable by the Sub-Lessee, and to sign, execute and deliver all such deeds, documents etc. as also to make payment of such fees, costs, charges etc. in respect thereof as determined by the Developer from time to time, and to be and remain solely and exclusively liable and responsible for all the consequences, penalties etc. emanating and/or resulting and/or arising from any delay and/or default in complying with the aforesaid, and thus keep each of the Indemnified Parties, the Association, the Apartment Sub-Lessees and the Commercial Zone Sub-Lessees safe, harmless and indemnified in respect thereof.

Schedule F

(Definitions)

“**Act of 2016**” shall mean The Real Estate (Regulation & Development) Act, 2016, as amended and/or substituted and/or updated and/or revised from time to time.

“**Apartment**” shall mean a flat as identified by the Developer in/at the Residential Zone, intended and/or capable of being used and enjoyed only for residential purposes.

“**Apartment Sub-Lessee(s)**” shall mean the various Person(s) to whom/in whose favour the Sub-Lessor has in writing, with the consent and concurrence of the Developer, demised the leaseholds rights as a sub-lessee in respect of a specific Apartment, which shall, as applicable, include the Sub-Lessee herein, but shall not include a tenant, licensee etc. of such a Person/Sub-Lessee.

“**Applicable Laws**” shall mean and include all applicable laws, statutes, enactments, acts of legislature or parliament, ordinances, rules, by-laws, regulations, ordinances, notifications, protocols, codes, guidelines, policies, directions, directives, notices, orders, judgments, decrees or other requirements or official directives, binding actions etc. of any Governmental Authority, or Person acting under the authority of any Governmental Authority and/or of any statutory authority in India, whether in effect on the date of this Deed or thereafter or hereafter, as updated or revised or amended or substituted from time to time.

“**Authority**” shall mean the Real Estate Regulatory Authority established under the relevant provisions of the Act of 2016.

“**Balconies**” shall mean each of the several balcony(ies)/verandah(s) forming an integral and inseparable part/component of an Apartment, comprising of a regular balcony, a triple height balcony and a kitchen/service balcony.

“Built-Up Area” shall mean the aggregate of: (i) the Carpet Area, (ii) the area of the Balconies, (iii) 50% (fifty percent) of the area of the Private Open Terrace(s), if any, (iv) the niches, elevation, treatment and external walls of an Identified Apartment, and (v) the area of the external walls comprising a part of the Utility Area, all as computed by the Architect.

“Car Parking Space” shall mean the covered/open/stacked car parking space(s) which do not form a part of the Common Areas, each admeasuring 134.55 sq.ft. more or less, situate at various level(s)/floor(s) of/at the Residential Zone of the Project, as earmarked, designated, identified and reserved by the Developer for the parking of car(s) owned by the several Apartment Sub-Lessees.

“Carpet Area” shall mean the net usable area of an Identified Apartment and the Identified Utility Room together with proportionate area of the Common Utility Areas, excluding the area covered by the external walls, areas under the services’ shafts, the areas respectively comprised in the Balconies and the Private Open Terrace(s), if any, but including the area covered by the respective internal partition walls of the Identified Apartment and those comprising a part of the Utility Area.

“Commercial Zone” shall mean and comprise of the entirety of the basement of the Project together with certain demarcated areas/spaces of/at the ground, first and second floors of Tower 1 of the Project, each as identified by the Developer and each exclusively reserved and/or intended for commercial purposes as determined by the Developer further together with the spaces identified, demarcated and reserved by the Developer for parking of car(s) further together with various utilities and/or amenities thereat, each as determined by the Developer further together with the Commercial Zone Common Areas, all situate within the area hatched **Yellow** on the plan annexed to this Deed as **Annexure “B”**.

“Commercial Zone Sub-Lessee(s)” shall mean the various Person(s) to whom/in whose favour the Sub-Lessor has in writing, with the consent and concurrence of the Developer, demised leaseholds rights as a sub-lessee in respect of a specific area/space at/within the Commercial Zone, but shall not include a tenant, licensee etc. of such a Person(s).

“Commercial Zone Common Areas” shall mean such of the areas, facilities and infrastructure of/at the Said Premises and/or the Project and/or Tower 1 and/or the Commercial Zone as specifically made available by the Developer to facilitate the use and enjoyment of only the several units/areas/spaces/portions comprising the Commercial Zone by the Commercial Zone Sub-Lessees, each as specifically determined and/or identified and/or earmarked and/or designated by the Developer and/or altered, modified or changed by the Developer, and comprising of the areas and facilities described in **Part - III of Schedule F** hereunder written.

“Common Areas” shall mean the collective of the Identified Common Areas, the Residential Zone Common Areas and the Commercial Zone Common Areas.

“Common Expenses” shall include each of the undernoted charges, expenses etc., as determined by the Developer and/or the Association, as the case may be, at their respective sole and absolute discretion, payable proportionately by the Sub-Lessee and the other Apartment Sub-Lessees on the basis of the Built-Up Area, which shall be final, binding and conclusive on each Apartment Sub-Lessee including the Sub-Lessee:

- a) ground/lease rent payable to CTC in terms of the Lease Deed; and

- b) all the costs, charges, expenses, fees etc. to be incurred for rendition of the Common Purposes; and
- c) all the Outgoings payable in respect of the Said Premises, the Project, the Identified Common Areas and the Residential Zone Common Areas; and
- d) the recurring costs, charges, fees, expenses etc. incurred/paid and/or to be incurred/ payable for the smooth operation, running, management, maintenance, upkeep and administration of the several facilities, infrastructure, utilities etc. at/of the Said Premises and/or the Project and/or those comprising a part of the Identified Common Areas and the Residential Zone Common Areas including the repairs, replacements, improvements etc. thereof; and
- e) such other charges, expenses etc. as may be determined by the Developer and/or the Association from time to time; and
- f) such charges, expenses etc. as stipulated in **Schedule D** hereinabove written,

each of the aforestated together with the applicable Taxes thereon.

“**Common Purposes**” shall include:

- a) the maintenance, management, upkeep, administration, protection etc. of the Said Premises, the Project, the Identified Common Areas and the Residential Zone Common Areas and the several facilities, infrastructure, utilities, etc. at/of the Said Premises and/or the Project and/or the Identified Common Areas and the Residential Zone Common Areas including the repairs, replacements, improvements etc. thereof;
- b) dealing with and regulating matters of common interest of each of the Apartment Sub-Lessees and the Commercial Zone Sub-Lessees relating *inter alia* to their mutual rights and obligations in respect of the Said Premises and the Project, for the use and enjoyment of the Residential Zone Common Areas and the Identified Common Areas and their respective Apartments/area(s)/space(s);
- c) the collection and disbursement of the Common Expenses;
- d) all other common purposes and/or other matters, issues etc. relating to the Project in which the Apartment Sub-Lessees and/or the Commercial Zone Sub-Lessees have common interest, the extent, mode and manner of each of which shall be as determined and formulated by the Developer; and
- e) the performance and/or discharge of such roles, duties, responsibilities and obligations as may be determined by the Developer from time to time.

“**Facility Management Entity**” shall mean a professional facility management and maintenance entity to be appointed for undertaking and/or rendering such of the Common Purposes as may be determined by the Developer.

“Governmental Authority” shall mean: (a) any national, state, city, municipal or local government and/or governmental authority; and/or (b) any agency or instrumentality of any of the authorities referred to in (a) above; and/or (c) any non-governmental regulatory or administrative authority, body, board or other organization, to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organization have the force of law; and/or (d) any competent court or tribunal; and/or (e) any law, rules or regulations making entity, having or purporting to have jurisdiction on behalf of the Government of India or any State or other sub-division thereof or any municipality, district or other sub-division thereof and any other municipal/local authority including but not limited to those having jurisdiction over the Said Premises.

“Identified Apartment” shall mean the Apartment more specifically described in **Part - II of Schedule A** hereunder written.

“Identified Common Areas” shall mean such of the areas, facilities, utilities and infrastructure of/at the Said Premises and/or the Project as specifically made available by the Developer to facilitate the use and enjoyment by the Apartment Sub-Lessees and the Commercial Zone Sub-Lessees of the several units/areas/spaces/portions respectively comprising the Residential Zone and the Commercial Zone, each as specifically determined and/or identified and/or earmarked and/or designated by the Developer and/or altered, modified or changed by the Developer, and comprising of the areas and facilities described in **Part - I of Schedule C** hereinabove written.

“Identified Utility Room” shall mean the utility room intended for the sole and exclusive use and enjoyment of the Sub-Lessee, more specifically described in **Part - III of Schedule A** hereunder written.

“Indemnified Parties” shall mean each of the Developer, the Sub-Lessor and the Other Entities and the respective partners, designated partners, directors, stakeholders, shareholders officers, employees, personnel, representatives, servants, agents etc. of each of the Developer, the Sub-Lessor and the Other Entities and the respective successors and assigns of each of the Developer, the Sub-Lessor and the Other Entities and of each of the respective partners, designated partners, stakeholders, shareholders of the Developer, the Sub-Lessor and the Other Entities.

“Interest” shall mean interest at the rate prescribed from time to time in the Rules, such rate on the date of execution of this Deed being the prime lending rate of the State Bank of India plus 2% (two percent).

“Maintenance Charges” shall comprise *inter alia* of the Common Expenses and such other costs, charges, fees, expenses etc. incurred/to be incurred/required to be incurred for the welfare and maintenance of the Project, each together with the applicable Taxes thereon, each as determined by the Developer at its sole and absolute discretion and subsequently by the Association, payable proportionately by the Sub-Lessee and the other Apartment Sub-Lessees on the basis of the Built-Up Area.

“Other Entities” shall mean such Person(s) as nominated/identified/designated/appointed by the Developer at its sole and absolute discretion.

“Outgoings” shall mean the municipal/property rates and taxes, land revenue, assessments, electricity charges (including transmission loss), utility charges and all other outgoings by

whatever name called including but not limited to those determined by the Developer at its sole and absolute discretion, which shall be final and binding on all the Apartment Sub-Lesseees including the Sub-Lessee, each together with the applicable Taxes, interest and penalty thereon, if any.

“**Person(s)**” shall mean any individual, proprietor, proprietorship, enterprise, unincorporated association, body corporate, corporation, company, firm, partnership, limited liability partnership, joint venture, Governmental Authority, trust, hindu undivided family, union, association, or any other entity or organization including those as prescribed under the Act of 2016, and where permitted, his/her/its permitted successor(s), permitted assign(s) and permitted transferee(s).

“**Plan**” shall mean the plan sanctioned by the Kolkata Municipal Corporation for construction on the Said Premises, bearing Building Permit No. 2021100111, dated 13th December, 2021, and shall mean and include all modifications, variations, alterations, amendments, revisions etc. as made thereto from time to time by the Developer.

“**Private Open Terrace(s)**” shall mean the open terrace(s), if any, which is/are private to and meant exclusively for the use of an identified Apartment Sub-Lessee, and which comprises an integral and inseparable part/component of an Apartment.

“**Residential Zone**” shall mean and comprise of certain demarcated areas/spaces of/at the ground, first and second floors of Tower 1 of the Project, each as identified by the Developer, together with the entirety of each of the Towers 2, 3 and 4 of the Project, each exclusively reserved and/or intended for residential purposes and/or for use by the Apartment Sub-Lessee as determined by the Developer further together with the spaces identified, demarcated and reserved by the Developer for parking of car(s) further together with various utilities and/or amenities thereat, each as determined by the Developer further together with the Residential Zone Common Areas, all situate within the area hatched **Purple** on the plan annexed to this Deed as **Annexure “B”**.

“**Residential Zone Common Areas**” shall mean such of the areas, facilities and infrastructure of/at the Said Premises and/or the Project and/or the Tower(s) and/or the Residential Zone as specifically made available by the Developer to facilitate the use and enjoyment of only the several units/areas/spaces/portions comprising the Residential Zone by the Apartment Sub-Lesseees and/or the lawful occupants of the Residential Zone including the Sub-Lessee herein, each as specifically determined and/or identified and/or earmarked and/or designated by the Developer and/or altered, modified or changed by the Developer, and comprising of the areas and facilities described in **Part - II of Schedule C** hereinabove written.

“**Rules**” shall mean The West Bengal Real Estate (Regulation & Development) Rules, 2021 made under the Act of 2016, as amended and/or substituted and/or updated and/or revised from time to time;

“**Said Apartment**” shall mean the Subject Apartment together with undivided proportionate share in the Common Utility Areas along with only the Identified Apartment Allotees, more specifically described in **Part - IV of Schedule A** hereunder written.

“**Said Apartment And Properties Appurtenant Thereto**” shall mean All That the Said Apartment together with the permission to park car(s) owned by the Sub-Lessee within the space(s) comprising the Said Car Parking Space(s).

“**Said Car Parking Space(s)**” shall mean the Car Parking Space(s), more specifically described in **Part - V** of **Schedule A** hereunder written.

“**Said Premises**” shall mean All That the piece and parcel of land admeasuring 240.5 cottahs more or less together with the structures standing thereon and/or the Project to be developed thereon, situate, lying at and being Premises No. 257/A Deshpran Shasmal Road, Kolkata - 700 033, Police Station Jadavpur, Post Office Tollygunge, within Ward No. 94 of the Kolkata Municipal Corporation, more specifically described in **Part - I** of **Schedule A** hereunder written.

“**Schedule**” shall mean a schedule of this Deed.

“**Subject Apartment**” shall mean the Identified Apartment together with the Identified Utility Room.

“**Taxes**” shall mean all the taxes, cesses, assessments, duties, levies, impositions, charges etc. by whatever name called including but not limited to sales tax, service tax, works contract tax, value added tax, goods and services tax (GST) etc. imposed/leviable/levied/charged/chargeable *inter alia* on each amount:

- i) paid/payable/deposited/to be deposited by the Sub-Lessee;
- ii) paid or payable by the Developer in respect of any part or portion of the Project (including the construction thereof); and
- iii) paid or payable on the demise/transfer and/or the permission contemplated hereunder,

irrespective of whether such taxes, cesses, assessments, duties, levies, impositions, charges etc. are subsisting as on the date of execution of these present or are imposed/levied/revised in the future, with retrospective effect or otherwise, and shall mean and include any increments thereof.

“**Tower(s)**” shall mean the 4 (four) new building(s), respectively known and numbered as Tower 1, Tower 2, Tower 3 and Tower 4, consisting of various self-contained apartments and/or constructed spaces, constructed at the Said Premises as a part of the Project.

“**Utility Area**” shall mean and comprise of the undernoted spaces/areas as identified by the Developer, each being situate on the same floor and Tower as the Identified Apartment, and further being adjacent to/near the Identified Apartment:

- i) the Identified Utility Room; and
- ii) 2 (two) numbers of common utility toilets (“**Common Utility Toilets**”) together with the common passage immediately abutting the Identified Utility Room, the other utility room(s) and the Common Utility Toilets (“**Common Utility Passage**”), each of the Common Utility Toilets and the Common Utility Passage collectively, the “**Common**

Utility Areas”, to be used in common by and with only such of the Apartment Sub-Lessee(s) who have been provisionally allotted Apartments on the same floor and Tower as the Identified Apartment (“**Identified Apartment Sub-Lessees**”).

In Witness Whereof each of the Parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

Executed and Delivered by the **Sub-Lessor** at
Kolkata in the presence of:

1. _____

2. _____

Executed and Delivered by the **Developer** at
Kolkata in the presence of:

1. _____

2. _____

Executed and Delivered by the **Sub-Lessee** at
Kolkata in the presence of:

1. _____

2. _____

The common seal of the Sub-Lessee has been affixed hereunto pursuant to a resolution passed by its [*Board of Directors/ Designated Partners*] on [•] in the presence of [•].

Drafted by:

[•]

Memo of Consideration

Received by the withinnamed Developer from the withinnamed Sub-Lessee, the sum of Rs. [•]/- (Rupees [•] only) being the entire consideration payable under these presents.

Rs. [•]/-
=====

(Rupees [•] only)

Signature of the Developer

Witness: