

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

By and Between

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, Deshpran Shasmal Road, Kolkata - 700 033, Police Station Jadavpur, Post Office Tollygunge, represented by its authorized signatory, 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 “Promoter” (which expression shall mean and include its successors-in-interest and/or assigns) of the First Part;

And

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, Post Office G.P.O., represented by its designated partner/authorized signatory, 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 “Lessee” (which expression shall mean and include its successors-in-interest and/or permitted assigns) of the Second Part;

And

Mr./Ms. [•] (Income Tax PAN: [•]; Aadhaar No. [•] and Mobile No. +91-[•]), son/wife/daughter of [•], residing at [•], Police Station [•] and Post Office [•], hereinafter referred to as the “Allottee” (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

[•] (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 [•]; Aadhaar No. [•]; Mobile No. +91-[•]), son/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 “Allottee” (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 [•]; Aadhaar No. [•]; Mobile No. +91-[•]), son/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 “Allottee” (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/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 “Allottee” (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 “Allottee” (which expression shall mean and include only its permitted successors-in-interest and/or permitted assigns) of the Third Part:

The “**Promoter**”, the “**Lessee**” and the “**Allottee**” 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 Lessee herein, therein also 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 Lessee 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 Lessee herein became and continues to be well and sufficiently entitled to the Said Premises, and the name of the Lessee 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 (“**Development Agreement**”), the Lessee herein, in lieu of the consideration recorded therein, granted in favour of the Promoter herein, *inter alia* the sole and exclusive right to develop and deal with the Said Premises amongst several other rights, powers and authorities granted thereunder, and further in pursuance of the Development Agreement the Lessee also granted to/in favour of the Promoter several other rights, powers and authorities.
- D. The Said Premises was thereafter earmarked for the purpose of building thereon the Project (*as defined and/or described hereinafter*), and in pursuance of the aforesaid, the Promoter had the Plan (*as defined and/or described hereinafter*) duly sanctioned by the Kolkata Municipal Corporation for the development of the Said Premises, and furthermore in the intervening period, in pursuance of several applications filed from time to time by the Lessee, CTC *inter alia* extended the time period stipulated in the Lease Deed for undertaking the construction work at/on the Said Premises, the last of such extensions having been granted by and under a memo bearing No. JT.MD/GC/80, dated 11th January, 2022.
- E. The Promoter and the Lessee are respectively fully competent to enter into this Agreement, and to the best of the knowledge of the Promoter and the Lessee, all the legal formalities with respect to the respective right, title and interest of the Promoter and the Lessee regarding the Said Premises on which the Project is to be constructed, have been completed.
- F. The Kolkata Municipal Corporation has since sanctioned the plan for construction on the Said Premises, bearing Building Permit No. 2021100111, dated 13th December, 2021.
- G. The other applicable approvals for commencement of the Project from the concerned competent authority and/or the concerned since been obtained, and the Promoter and the Lessee agree not to make any changes to the aforesaid plan sanctioned by the Kolkata Municipal Corporation except in compliance with Section 14 of the Act of 2016 and/or other Applicable Laws, if any, and/or in terms of this Agreement.
- H. The Promoter and the Lessee shall take necessary steps for registration of the Project with the Authority under the provisions of the Act of 2016, once the Authority commences registration of real estate projects.

The Allottee had applied to the Promoter for allotment of an Apartment in the Project vide application No. [•] dated [•] (“Application”) on the terms and conditions recorded therein, in pursuance whereof, by and under a provisional allotment letter bearing No. [•] dated [•] (“Allotment Letter”), the Promoter agreed to provisionally allot in favour of the Allottee 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, the proposed floor plan of the Identified Apartment along with the proposed plan of the Utility Area are collectively annexed hereto as **Annexure "A"** to this Agreement comprising **Schedule B** hereto, together with the permission to use such number(s) of Car Parking Space(s) as more specifically described in **Part - V** of **Schedule A** 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 Allottee 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 Allottee.

- I. The Parties have gone through all the terms and conditions set out in this Agreement including but not limited to the several representations and disclosures recorded herein and have understood their mutual rights and obligations as detailed herein.
- J. At or before the execution of this Agreement, the Allottee confirm(s) that after having conducted and completed to his/her/their/its/each of their respective complete satisfaction, an independent due diligence and title verification in respect of *inter alia* the Said Premises as also the compliance and/or non-compliance, if any, by the Promoter and/or by the Lessee of all/any applicable law(s), notification(s), rule(s) etc., and after having carried out a physical inspection of the Said Premises including but not limited to of the area thereof/comprised therein, 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 Promoter and the Lessee 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 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. for the Project, 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 Promoter to the Allottee, and the Allottee confirm(s) and acknowledge(s) receipt of the true copies thereof, which are in the custody and possession of the Allottee, and the Allottee having 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 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 Lessee in/to/over/in respect of the Said Premises including but not limited to the devolution thereof in favour of the Lessee; and
 - ii) the right, interest etc. of the Promoter to develop and deal with the Project intended to be 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 presently intended 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 Allottee of each of the stipulated terms, to the satisfaction of the Promoter;
- vi) the respective proposed 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 Common Areas;
- viii) the laws/notifications and rules applicable to the area where the Said Premises is situate, in general, and the Project and similar projects, in particular;
- ix) the present estimated respective Carpet Area and Built-Up Area of the Said Apartment and the mode and manner of calculation thereof;
- x) the reservation by the Promoter of the areas/portions comprising the Commercial Zone and the retention of the rights in respect thereof by the Promoter;
- xi) the nature and the extent of the rights and benefits proposed to be granted and/or extended to the Allottee as also the several obligations to be performed and fulfilled by the Allottee, each to the satisfaction of the Promoter;
- xii) 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 park car(s) within the space(s) comprising the Said Car Parking Space(s), (c) the permission to use the Residential Zone Common Areas along and in common with the Apartment Allottees, and (d) the permission to use the Identified Common Areas along and in common with the Apartment Allottees and the allottees/lawful occupants of the Commercial Zone, and (e) the permission to use the Common Utility Areas along and in common with the Identified Apartment Allottees, 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 Promoter and the Lessee, as the case may be, and further the obligations and liabilities of the Allottee, and furthermore such other terms and conditions as may be prescribed from time to time by the Promoter, each of which shall be binding on the Allottee, and the Allottee undertake(s) and covenant(s) to faithfully abide by the same and not to object to the same on any ground whatsoever;

- xiii) the right of the Promoter to carry out, implement etc. variations, additions, alterations, modifications, revisions etc. to the Plan, the layout plans, the Specifications and the Common Areas subject to the terms of this Agreement, to which the Allottee hereby grant(s) and accord(s) his/her/ their/its/each of their respective unambiguous and unconditional consent, with full knowledge and acceptance of the fact that such variations, additions, alterations, modifications etc. shall result in several changes including but not limited to a change in the Undivided Share, and the Allottee covenant(s) and undertake(s) not to object to the same on any ground whatsoever or to claim, demand etc. any compensation, damages etc.;
- xiv) as and when the right and/or permission of the nature specified herein is granted to the Allottee herein, the same 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 the Said Car Parking Space(s), and (c) as a permitted user in respect of the Residential Zone Common Areas along and in common with the Apartment Allottees, and (d) as a permitted user in respect of the Identified Common Areas along and in common with the Apartment Allottees and the allottees/lawful occupants of the Commercial Zone, and (e) as a permitted user in respect of the Common Utility Areas along and in common with the Identified Apartment Allottees, and similarly the right of the Association (as and when granted) 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 in the Lease Deed, this Agreement and the Deed of Sub-Lease as also the Association Sub-Lease Deed, if any, and in the manner respectively stipulated herein/ therein, and thus neither the Allottee 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/or under the Deed of Sub-Lease and the Association Sub-Lease Deed, if any executed, in favour of the Allottee and/or the Association, and the Allottee covenant(s) and undertake(s) 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 Allottee further declare(s), confirm(s) and acknowledge(s) each of the following:

a) that each of the terms, conditions, covenants, stipulations, 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 arrived at after mutual discussions and negotiations between/amongst the Parties hereto, each of which have been accepted and voluntarily agreed to and accepted by the Allottee as being fair and reasonable (without any coercion and/or influence), having been formulated/stipulated bearing in mind the nature of the Project and the larger interest of the entire development proposed on the Said Premises, which would, *inter alia*, protect the rights of and/or enure to the benefit and advantage of the Allottee;

b) that the Allottee has sought and obtained independent legal advice and opinion and has caused this Agreement to be vetted by advocates/lawyers appointed by the Allottee;

c) that the Allottee has entered into this Agreement after taking into account/consideration several factors, and thus confirm(s), admit(s) and acknowledge(s) that the quantum of the Total Price, the Deposits, the Extra Charges and all other amounts, charges, costs, deposits, expenses etc., as stipulated in this Agreement and agreed to be paid by the Allottee, each together with all the applicable Taxes thereon, are fair and just;

d) that upon signing this Agreement, no conditions, stipulations, representations, guarantees, warranties etc. have been made by and/or on behalf of the Promoter and/or the Lessee other than those if any specifically set forth herein;

e) that the Allottee has received from each of the Promoter and the Lessee 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 Allottee, and the Allottee is/are fully satisfied with the same;

f) that in view of the Allottee having agreed to make timely payment of and/or to deposit in a timely manner the various amounts including those stipulated herein, and having further undertaken and covenanted to faithfully abide by and comply with and perform and observe each of the terms and conditions stipulated herein, the Promoter has blocked/reserved each of the Subject Apartment and the Said Car Parking Space(s), for the Allottee, but without creating/vesting/ accruing in favour of the Allottee any manner or nature of right, title or interest therein/in respect thereof, in praesenti,

and the Allottee 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. The Parties hereby confirm that they are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all the Applicable Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- M. In accordance with and subject to the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter and the Lessee hereby agree to provisionally: (i) demise by way of sub-lease, the Said Apartment in favour of the Allottee, and (ii) permit the Allottee to park car(s) owned by the Allottee within the space(s) comprising the Said Car Parking Space(s), all as specified in Recital I hereinabove, all for the tenure of the Sub-Lease Term, and the Allottee

hereby agree(s) to acquire such sub-lease and accept such permission, each for the tenure of the Sub-Lease Term.

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

1. Terms

Subject to the terms and conditions as detailed in this Agreement, and in consideration of the various amounts stipulated herein and/or as determined by the Promoter from time to time, each agreed to be paid and/or deposited by the Allottee to/with the Promoter and/or at the specific instructions of the Promoter to/with the Other Entities, and in further consideration of the Allottee agreeing and undertaking to do, execute, observe and comply with each of the terms, conditions, covenants and obligations stipulated by the Promoter including but not limited to those stated herein, and the performance thereof by the Allottee, each to the satisfaction of the Promoter, the Promoter and the Lessee hereby agree to provisionally: (i) demise by way of sub- lease, the Said Apartment in favour of the Allottee, and (ii) permit the Allottee to park car(s) owned by the Allottee within the space(s) comprising the Said Car Parking Space(s), all as specified in Recital I hereinabove, and (iii) demise by way of sub- lease, the Undivided Share, in favour of the Association, and (iv) permit the Allottee to use the Residential Zone Common Areas along and in common with the Apartment Allottees, and (v) permit the Allottee to use the Identified Common Areas along and in common with the Apartment Allottees and the Commercial Zone Allottees, and (vi) permit the Allottee to use the Common Utility Areas along and in common with the Identified Apartment Allottees, all for the tenure of the Sub-Lease Term, and the Allottee hereby agree(s) to acquire such sub-lease and accept such permission, each for the tenure of the Sub-Lease Term.

The Total Price has been computed and arrived on the basis of and taking into consideration the following applicable details and areas:

Identified Apartment & Identified Utility Room	
Tower	[•]
Floor	[•]
Apartment No.	[•]
Utility Room No.	[•]
Several areas	
Particulars	Area (sq.ft.)
Said Apartment	[•] (Carpet Area)

Balconies comprising of:	
i) regular balcony(ies)	[•] [•] and [•]
ii) triple height balcony(ies)	[•] [•] and [•]
iii) kitchen/service balcony	[•]
Private Open Terrace(s)	[•], [•] and [•]
Said Car Parking Space(s)	
Type	Location
[•]	[•]
[•]	[•]
[•]	[•]
[•]	[•]

Explanation:

- i) The Total Price above includes the Booking Amount paid by the Allottee to the Promoter towards the Said Apartment And Properties Appurtenant Thereto;
- ii) The Total Price above excludes the present prevailing Taxes (consisting *inter alia* of tax paid or payable by the Promoter by way of service tax, GST, CGST and cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of handing over the possession of the Subject Apartment to the Allottee:

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

- iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the Taxes paid or demanded, and in case of any new taxes being imposed/levied by any Governmental Authority along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- iv) The Consolidated Price comprises of the Total Price and the Total Taxes as stipulated in this Agreement.

The Allottee shall make payment to the Promoter of the Total Price together with the Extra Charges and Deposits, as per the payment plan set out in **Part - IV** of **Schedule C** hereunder written ("**Payment Plan**"), each together with the applicable Taxes payable thereon.

It is agreed that the Promoter shall not make any additions and alterations in/to the sanctioned plans, layout plans and specifications and nature of fixtures, fittings and

amenities save if already consented to by the Allottee and/or by 2/3rd (two-third) of the Apartment Allottees and/or save in the manner provided under the Act of 2016 and/or the Rules and/or the Applicable Laws and/or save as may be required by the authorities concerned and/or save as a consequence of any new policies formulated and/or changes in the rules pertaining to the floor area ratio, and the Allottee hereby grant(s) his/her/ their/its/each of their respective unambiguous and unconditional consent to the same, and further agree(s) and undertake(s) not to make or raise any objection to the same on any ground whatsoever or howsoever.

Provided that notwithstanding the aforesaid, the Promoter shall be entitled to make such additions or alterations: (a) as may be expedient; and/or (b) as per the provisions of the Act of 2016 and/or the Rules and/or the Applicable Laws; and/or (c) as may be required by the concerned competent authorities and/or by the Competent Authority; and/or (d) due to change in law; and/or (e) due to non-availability of specified materials; and/or (f) due to engineering exigencies and/or to improve and/or protect the quality of the Project; and/or (g) as may be necessary to provide any essential services to/for the Project.

The Promoter shall confirm to the Allottee the final Carpet Area of the Said Apartment as also the changes, if any, in the respective areas of the Balconies and the Private Open Terrace(s), if any, after construction of the concerned Tower is complete and the Completion Certificate has been granted, by furnishing the details of the changes, if any, in the areas of each of the aforesaid as stated herein, whereupon the quantum of the Total Price as also any other applicable charges and/or deposits if any, shall be re-calculated by the Promoter in the same manner in which each of the aforesaid may have been calculated to arrive at the quantum(s) stated in the Payment Plan and/or in this Agreement. If there is reduction in the respective areas of any/some/ each of the aforesaid by more than 3% (three percent), then the Promoter shall refund the excess money paid by the Allottee within 45 (forty five) days but without any interest thereon. If there is an increase in the respective areas of any/some/each of the aforesaid by more than 3% (three percent), then the Promoter shall be entitled to demand the differential amount from the Allottee including as part of the next milestone/instalment due in terms of/under the Payment Plan, which the Allottee undertake(s) and covenant(s) to pay.

In case of any dispute on the measurement of the Carpet Area, the same shall be physically measured by a surveyor appointed by the Promoter at the cost and expense of the Allottee, and shall be certified by the Architect, whose decision shall be final and binding on all the Parties.

Subject to Clause 9.3 and/or the non-occurrence of any Allottee Event of Default, the Promoter agrees and acknowledges, that on and after execution and registration of the Deed of Sub-Lease and the Association Sub-Lease Deed, if any:

- i) The Allottee shall have exclusive possession of the Subject Apartment;
- ii) The Association shall become entitled, as a sub-lessee for the Sub-Lease Term, to the Undivided Share or to the Common Areas, as the case may be, which share/ interest being undivided, and/or which Common Areas, cannot be divided or separated, and notwithstanding the right of the Allottee in the Association as a

member thereof, the Allottee shall be entitled to use only the Identified Common Areas and the Residential Zone Common Areas, in the manner and subject to the terms stipulated herein and/or in the Deed of Sub-Lease and the Association Sub-Lease Deed, if any, along and in common with *inter alia* the other Apartment Allottees, the Commercial Zone Allottees, the lawful occupants/users of the several units/areas/spaces/portions respectively comprising the Residential Zone and the Commercial Zone, the maintenance/management staff, the Promoter etc., each as designated/identified/nominated by the Promoter, and without causing any inconvenience or hindrance to any of the aforesaid Person(s) etc. Further, the right of the Allottee to use the Identified Common Areas and the Residential Zone Common Areas shall always be subject to the timely payment of the Maintenance Charges and all other costs, charges, expenses etc., as applicable and/or as advised by the Promoter. It is clarified that the Lessee shall sub-lease the Undivided Share or the Common Areas, as the case may be, to the Association as provided in the Act of 2016;

- iii) The computation of the Total Price together with the Deposits and Extra Charges includes recovery of price of land and cost of construction of the Said Apartment and the Common Areas.

It is made clear by the Promoter and the Allottee agree(s) that the Said Apartment along with Said Car Parking Space(s) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained project being developed on the Said Premises, and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Project only if so determined by the Promoter. It is clarified that the facilities and amenities of the Project shall be available for the use and enjoyment of the allottees thereof in the manner provided in this Agreement and/or as determined by the Promoter.

The Promoter agrees that before handing over physical possession of the Subject Apartment to the Allottee, any amounts collected by the Promoter from the Allottee towards outgoings payable to any third party including towards land cost, ground/lease rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project ("**Third Party Outgoings**"), will be paid by the Promoter to the concerned third parties to the extent then so payable, and in the event any part or portion of the Third Party Outgoings, if any so collected by the Promoter from the Allottee, remain unpaid before handing over the Subject Apartment to the Allottee, the Promoter agrees to be liable, even after transfer of the property on the terms stipulated herein, to pay such outstanding Third Party Outgoings, if any, to the authority or person to whom the same may be payable and liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee has paid the Booking Amount, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay to the Promoter the remaining Total Price, consideration and other amounts including as prescribed in the Payment

Plan and/or as may be demanded by the Promoter, each together with the applicable Taxes thereon, within the time and in the manner specified in the Payment Plan and/or otherwise:

Provided that if the Allottee delays in payment towards any amount which is payable, the Allottee shall be liable to pay Interest thereon.

2. Mode of Payment

Subject to the terms of this Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through a/c payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of Belani NPR Projects LLP and/or any of the Other Entities as may be specifically advised/instructed by the Promoter, each payable at Kolkata.

3. Compliance of laws relating to remittances

The Allottee, if resident outside India, shall be solely 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., and the Allottee shall provide the Promoter with such permissions, approvals etc. which would enable the Promoter to fulfil its obligations under this Agreement and/or under all applicable laws and/or as may be requested from time to time by the Promoter. Any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the provisions of 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. The Allottee understand(s) and agree(s) that in the event of any failure, non-compliance etc. on the part of the Allottee to comply with any of the aforesaid laws and/or statutes and/or guidelines and/or rules/regulations including those issued by the Reserve Bank of India from time to time, the Allottee shall be solely and exclusively liable and responsible for any and every action and/or for any such failure, non-compliance etc..

The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Promoter and the Lessee fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility and liability of the Allottee to immediately intimate the same in writing to the Promoter and to comply with the necessary formalities, if any, under all applicable laws. The Promoter shall not be responsible for any third party making payment/remittances on behalf of the Allottee, and such third party (by virtue of such payments/remittances and/or otherwise) shall not have any right in the provisional allotment of the Said Apartment and/or under this Agreement, and, further shall neither have nor shall acquire any manner or nature of right or interest to/over/in respect of any part or portion of the Said Apartment and/or the Said Car Parking Space(s), and/or under this Agreement on any ground whatsoever or howsoever, and the Promoter shall issue the payment receipts in favour of the Allottee only.

4. Adjustment/Appropriation of payments

The Allottee authorizes the Promoter to adjust appropriate/all payments made by the Allottee under any head(s) of dues against the lawful outstandings of the Allottee against the Said Apartment And Properties Appurtenant Thereto, if any, in the name of the Allottee as the Promoter may at its sole discretion deem fit, and the Allottee undertake(s) not to object/demand/direct the Promoter to adjust the payments made by the Allottee in any manner.

5. Time is Essence

Time is of essence for the Promoter as well as the Allottee. Unless prevented by any Force Majeure event(s), the Promoter will abide by the time schedule for completing the Project and handing over the Subject Apartment to the Allottee and the Common Areas to the Association after receiving the Completion Certificate.

6. Construction

The Allottee has seen and/or understood, to his/her/their/its/each of their respective complete satisfaction, and further has accepted, the Plan as also the proposed layout plan and floor plan of the Identified Apartment along with the proposed plan of the Utility Area, along with the Specifications and the Common Areas including such of the aforesaid which have been approved by the Competent Authority. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and Specifications subject to the terms of this Agreement, and undertakes to strictly abide by such plans approved by the Competent Authority and also the bye-laws, floor area ratio and density norms and provisions prescribed by the Competent Authority, and shall not have an option to make any variation/alteration/modification in/to such plans, other than in the manner provided under the Act of 2016 and/or under this Agreement and/or since consented to and/or accepted by the Allottee and/or by 2/3rd (two-third) of the Apartment Allottees, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. Possession of the Subject Apartment

Schedule for possession of the Subject Apartment

- i) The Promoter agrees and understands that timely delivery of possession of the Subject Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to make an endeavour to make the Subject Apartment ready for hand over on or before 30th June, 2027 with a grace period of 6 (six) months thereafter (“**Tentative Ready for Hand Over Date**”) unless there is delay or failure due to any Force Majeure event(s), but subject to the Allottee having complied with each of the terms, conditions, covenants etc. stipulated herein to the satisfaction of the Promoter, including the Allottee having made timely payment and/or deposit of all amounts etc., all to the satisfaction of the Promoter. If, however, completion of the Project is delayed due to Force Majeure conditions and/or due to circumstances beyond the control of the Promoter, then the Allottee agree(s) that the Promoter shall be entitled to extension of time for delivery of possession of the Subject Apartment provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.

- ii) The Allottee agree(s) and confirm(s) that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions even 6 (six) months after any Force Majeure event(s) and/or its effects has/ have ceased to subsist, then the Promoter shall be entitled to terminate this allotment/Agreement, and thereafter the Promoter will make an endeavour to refund to the Allottee Lender, if any, or in the absence of an Allottee Lender, to the Allottee, the entire amount received by the Promoter from the allotment (but without any interest thereon and without any compensation, damages etc. and after deduction of such Taxes and/or other tax/levy as may be applicable at such time) within 45 (forty five) days from the date of termination, save and except such sums as mutually agreed between the Promoter and the Allottee and further all and/or any amounts collected by the Promoter as Taxes, with the Allottee being free to approach the authorities concerned for refund of such Taxes, on the clear and unequivocal understanding and agreement that the Promoter shall not liable or responsible for taking any steps in respect thereof. After refund/offer of refund of the money paid by the Allottee, the Allottee shall not have/retain any rights, claims etc. against the Promoter and/or the Lessee including if any under this Agreement and the Promoter shall be released and discharged from all its obligations and liabilities in respect thereof and/or under this Agreement.

Procedure for taking possession

Upon obtaining the Completion Certificate from the Competent Authority and subject to the Allottee not being in breach of any of his/her/their/its obligations including those under this Agreement, the Promoter shall offer in writing to the Allottee the possession of the Subject Apartment in terms of this Agreement (“**Possession Notice**”), to be taken by the Allottee no later than 2 (two) months from the date of issue of the Possession Notice (“**Maintenance Charges Payment Commencement Date**”), and subject to due compliance and fulfilment by the Allottee of each of his/her/their/its obligations including those under this Agreement and further subject to the Allottee not being in breach thereof, the Promoter will give possession of the Subject Apartment to the Allottee. Each of the Promoter and the Allottee agree and undertake to indemnify the other for any loss or damage which may be suffered or sustained or incurred by the other in case of failure of fulfilment of any of the

provisions, formalities, documentation pertaining to the aforesaid. The Allottee agree(s) to *inter alia* pay 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 Promoter together with the ground/lease rent payable to CTC in terms of the Lease Deed, each together with the applicable Taxes thereon, and further, on and from the date of the Allottee taking possession of the Subject Apartment or from the Maintenance Charges Payment Commencement Date, whichever be earlier, the Maintenance Charges, as determined by the Promoter. The Promoter on its behalf shall offer possession of the Subject Apartment to the Allottee by way of issuing the Possession Notice within 14 (fourteen) days of receiving the Completion Certificate.

Failure of Allottee to take possession of the Subject Apartment

Upon receiving a written intimation from the Promoter as per Clause 7.2 hereinabove i.e. the Possession Notice, the Allottee shall, subject to compliance of all his/her/their/its obligations to the satisfaction of the Promoter and further subject to the terms of this Agreement, take possession of the Subject Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as required and/or as advised by the Promoter including those as prescribed in/under this Agreement and/or in/under the Act of 2016 and/or the Rules and/or any other Applicable Laws, whereupon the Promoter shall give possession of the Subject Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2 hereinabove, the Allottee shall continue to be liable to pay the Maintenance Charges on and from the Maintenance Charges Payment Commencement Date.

Possession by the Allottee

After obtaining the Completion Certificate and handing over physical possession of all the Apartments to the concerned Apartment Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans in respect of the Project including the Common Areas to the Association, as per Applicable Laws.

Cancellation by the Allottee

The Allottee shall have the right to cancel/withdraw his/her/their/its allotment in the Project as provided in the Act of 2016.

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter shall be entitled to *inter alia* forfeit the Booking Amount. The balance amount of money paid by the Allottee if any shall be returned by the Promoter to the Allottee Lender within 45 (forty five) days of such cancellation.

Compensation

The Lessee shall compensate the Allottee in case any loss is caused to the Allottee due to established defective title of the land on which the Project is being developed or has been developed, in the manner as provided under Applicable Laws/the Act of 2016,

and the claim for compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for the occurrence of any Force Majeure event(s) and/or save as provided in this Agreement, if the Promoter fails to complete or is unable to give possession of the Subject Apartment: (i) in accordance with the terms of this Agreement by the Tentative Ready for Hand Over Date; or (ii) due to discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of its registration under the Act of 2016 or the Rules or for any other reason, the Promoter shall be liable, on demand by the Allottee, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return to the Allottee Lender, if any, or in the absence of an Allottee Lender, to the Allottee, the total amount received by the Promoter from the Allottee in respect of the Subject Apartment with Interest within 45 (forty five) days including compensation if any in the manner as provided under the Act of 2016 save and except all and/or any amounts collected by the Promoter as Taxes, with the Allottee being free to approach the authorities concerned for refund of such Taxes on the clear and unequivocal understanding and agreement that the Promoter shall not be liable or responsible for taking any steps in respect thereof. Provided that if the Allottee does not intend to withdraw from the Project and the Promoter continues with the Project, then the Promoter shall pay the Allottee Interest for every month of delay, till the date of the Possession Notice.

8. Representations and warranties of the Lessee and the Promoter

The Lessee and the Promoter hereby represent and warrant to the Allottee as follows:

- i) The Lessee has a clear and marketable leasehold title to/in respect of the Said Premises;
- ii) The Lessee and the Promoter have the requisite rights to develop the Said Premises coupled with absolute, actual, physical and legal possession of the Said Premises for the development of the Project;
- iii) The Promoter has lawful rights to carry out the development of the Project, and further the requisite approvals from the Competent Authority to carry out the development of the Project have been obtained;
- iv) There are no known encumbrances upon the Said Premises save and except that the Promoter has taken or intends to take loan(s) from bank(s)/financial institution(s) against security of the Said Premises and the constructions to be made thereon as further detailed in Clause 34.14 hereinbelow, and further save and except that the Promoter has issued/caused the issuance of or intends to issue/cause the issuance of a no-objection for the creation of a limited charge over and in respect of certain specific areas/spaces agreed to be provisionally allotted in favour of the Apartment Allottees and/or the Commercial Zone Allottees;
- v) There are no litigations pending before any court of law with respect to the Said Premises as per the actual knowledge of the Lessee and the Promoter;

- vi) All approvals, licenses and permits issued by the Competent Authority with respect to the Project and the Said Premises are valid and subsisting and have been obtained by following due process of law. Further, the Lessee and the Promoter have been and shall remain in material compliance with all Applicable Laws in relation to the Project to the extent not handed over and/or transferred in favour of any Apartment Allottee and/or any Commercial Zone Allottee;
- vii) The Lessee and the Promoter have the right to enter into this Agreement and neither the Lessee nor the Promoter have committed or omitted to perform any act or thing whereby the right, title and interest to be acquired by the Allottee as a sub-lessee and/or as a permissive user in pursuance of this Agreement may be prejudicially affected;
- viii) The Lessee and/or the Promoter have not entered into any transfer agreement and/or development agreement or any other agreement/ arrangement with any person or party with respect to the Said Premises including the Project (save and except: (a) the several specific provisional allotments, agreements etc., by whatever name called, if any, executed with/in favour of several prospective and/or actual allottees *inter alia* in respect of the several units/areas/spaces/portions comprising the Project; (b) pertaining to the loan(s) if any taken from bank(s)/financial institution(s) against security of the Said Premises and the constructions to be made thereon as further detailed in Clause 34.14 hereinbelow; (c) the several agreements, by whatever name called, executed with several third parties, consultants etc. for the development of the Project) and the Subject Apartment, which will, in the opinion of the Promoter and the Lessee, in any manner, affect the rights of the Allottee under this Agreement;
- ix) Each of the Lessee and the Promoter confirm that neither the Lessee nor the Promoter are restricted in any manner whatsoever from dealing with the Subject Apartment in the manner contemplated in this Agreement;
- x) In the manner but on and subject to the terms stipulated in this Agreement, at the time of execution of the Deed of Sub-Lease, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Subject Apartment to the Allottee, and of the Common Areas (to the extent hand over of physical possession is possible) to the Association subject to then prevailing applicable laws and/or Governmental Authority(ies) permitting the formation/incorporation of the Association prior to the execution of the Deed of Sub-Lease;
- xi) The Said Premises is not the subject matter of any HUF and no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Premises (save and except the limited rights if any agreed to be granted under any specific agreement executed in favour of any allottee in respect of any part or portion of the Project who may be a minor, duly represented by his/her parent and/or natural guardian, and/or who may be a HUF, duly represented by its Karta and/or Manager);
- xii) The Lessee or the Promoter, as the case may be, have duly paid and shall continue to pay and discharge all the undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties

and other outgoings whatsoever payable with respect to the Project to the concerned competent authorities, till such date that the Allottee becomes liable for the same in terms of this Agreement;

- xiii) No adverse notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Premises) has been received by or served upon the Lessee in respect of the Said Premises and/or the Project;
- xiv) The Said Premises is not a waqf property.

9. Events of Defaults and consequences

Subject to Force Majeure event(s) and the provisions of this Agreement and further subject to the Allottee making timely payments and complying with all his/her/its/each of their obligations hereunder, the Promoter shall be considered under a condition of default in the following events (“**Promoter Event of Default**”):

- i) the Promoter fails to provide ready to move in possession of the Subject Apartment to the Allottee within the Tentative Ready for Hand Over Date. For the purpose of this Clause „ready to move in possession“ shall mean that the Subject Apartment shall be in a habitable condition which is complete in all respects as certified by the Architect; or
- ii) discontinuance of the Promoter’s business as a Promoter on account of suspension or revocation of its registration under the provisions of the Act of 2016 or the rules or regulations made thereunder.

On the occurrence of a Promoter Event of Default, the Allottee will be entitled, by a notice in writing to the Promoter, issued within 15 (fifteen) days of occurrence of the Promoter Event of Default to:

- i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones, and only thereafter the Allottee shall be bound and obliged to make the payments due without any penal interest; or
- ii) The Allottee shall have the option of terminating the Agreement, in which event the Promoter shall be liable to refund to the Allottee Lender, if any, or in the absence of an Allottee Lender, to the Allottee, the entire money paid by the Allottee under any head whatsoever towards provisional allotment of the Subject Apartment along with Interest within 45 (forty five) days of receiving the termination notice save and except all and/or any amounts collected by the Promoter as Taxes, with the Allottee being free to approach the authorities concerned for refund of such Taxes on the clear and unequivocal understanding and agreement that the Promoter shall not be liable or responsible for taking any steps in respect thereof.

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, the Allottee shall be paid by the Promoter Interest for

every month of delay or part thereof till the date the Promoter corrects the situation as stated above, or till the date of the Possession Notice, whichever be earlier.

The Allottee shall be considered under a condition of default on the occurrence of *inter alia* the following events (“**Allottee Event of Default**”):

- i) In case the Allottee fails to make timely payment: (a) for a period of 30 (thirty) days from the date of the 1st (first) notice issued by the Promoter for any payment in terms of the Payment Plan; and/or (b) of any amount due and payable by the Allottee under this Agreement (including his/her/their/ its proportionate share of taxes, levies and other outgoings) within a period of 30 (thirty) days from the date of the 1st (first) notice issued by the Promoter in respect thereof, the Allottee shall be liable to pay and undertakes to pay Interest to the Promoter but without prejudice to the other rights of the Promoter;
- ii) In case the default by the Allottee under the condition listed in Clause 9.3(i) above continues for a period beyond 60 (sixty) days from the date of the 1st (first) notice issued by the Promoter in this regard, the Promoter will be entitled to cancel the provisional allotment of the Subject Apartment and refund to the Allottee Lender, if any, or in the absence of an Allottee Lender, to the Allottee, the money paid to the Promoter by the Allottee after deducting *inter alia* the Booking Amount and the interest liabilities (but without any interest on the any part or portion of the amount to be so refunded, if any) and this Agreement shall stand terminated provided that the Promoter shall not be obliged to refund all and/or any amount collected by the Promoter as Taxes, with the Allottee being free to approach the authorities concerned for refund of such Taxes on the clear and unequivocal understanding and agreement that the Promoter shall not liable or responsible for taking any steps in respect thereof.

10. Sub-Lease of the Said Apartment

Subject to any Force Maejure event(s) and further subject to receipt by the Promoter from the Allottee of the entirety of the Consolidated Price together with the entirety of each of the Deposits, Extra Charges and further together with all other amounts payable by the Allottee under and in terms of this Agreement and further subject to compliance by the Allottee of each of the terms and conditions stipulated in this Agreement, the Lessee will simultaneously with the hand over of possession of the Subject Apartment execute the Deed of Sub-Lease. However, in case the Allottee fails to deposit/pay the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded/required to be deposited/paid by the Allottee within the period mentioned in the notice (each of which shall be and remain the sole and exclusive liability of the Allottee), the Allottee authorizes the Promoter to, without any liability or responsibility, withhold the execution and registration of the Deed of Sub-Lease and consequently the hand over of possession of the Subject Apartment till full and final payment of all dues and stamp duty and registration charges is made by the Allottee and further documents evidencing payment of stamp duty and registration charges are handed over by the Allottee to the Promoter. The Allottee shall be and remain solely responsible and liable for compliance of the provisions of the Indian

Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by any competent authority(ies).

11. Maintenance of the Project

The Promoter shall be responsible to provide and maintain essential services in the Project till the hand over of the maintenance of the Project by the Promoter to the Association subject to compliance by the Allottee of each of the terms and conditions stipulated in this Agreement.

12. Defect Liability

It is agreed that in case the Allottee alleges any structural defect in the construction of the Subject Apartment or any defect in the Apartment Specifications, and the Allottee brings the same to the notice of the Promoter in writing within a period of 5 (five) years from the date of the Promoter handing over possession or from the date the Allottee takes possession or the from the Maintenance Charges Payment Commencement Date or within the time prescribed in the Act of 2016 and/or the Rules, whichever be earlier, it shall be the duty of the Promoter to, without further charge, undertake necessary remedial steps for rectification and/or replacement of the same as advised by the Architect within 30 (thirty) days, and in the event of the Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act of 2016.

13. Right of Allottee to use the Identified Common Areas and the Residential Zone Common Areas subject to payment of total Maintenance Charges

The Allottee hereby agrees to acquire a sub-lease of the Said Apartment for the tenure of the Sub-Lease Term on the clear and specific understanding that the right of the Allottee to use the Identified Common Areas and the Residential Zone Common Areas shall be subject to timely payment of the total Maintenance Charges as determined, apportioned and thereafter billed by the Promoter and/or by the Association, as the case may be, and/or by the maintenance agency (Facility Management Entity), if so authorized by the Promoter and/or the Association, as the case may be, and performance by the Allottee of each of his/her/their/its obligations in respect of the terms and conditions specified by the Promoter and/or by the Association, as the case may be, and/or by the Facility Management Entity, if so authorized by the Promoter and/or the Association, as the case may be, from time to time.

14. Right to enter the Subject Apartment and the Utility Area for repairs

The Promoter/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 Allottee agree(s) to permit the Promoter and/or the maintenance agency (Facility Management Entity) and/or the Association to enter into the Subject Apartment and the Utility Area 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 Allottee.

15. Usage

Use of basement and service areas: 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 Promoter and further only by such Person(s) and in such a manner as may be determined by the Promoter. The Allottee shall not be permitted to and undertake(s) not to use/access the basement and the service areas in any manner whatsoever unless the Allottee has been specifically granted permission under these presents to so use/access the same, and the Allottee 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 Promoter.

16. General Compliance with respect to the Said Apartment

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to, at his/her/their/its own cost and expense, maintain the Subject Apartment, and further the Allottee shall also be solely responsible to, at his/her/their/its own cost and expense, to maintain the Said Car Parking Space(s) in good repair and condition and shall 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 Agreement and/or laws or rules of any authority and/or the Management & Maintenance Rules, or change or alter or make additions to any part or portion of the Said Apartment And Properties Appurtenant Thereto, and further the Allottee shall keep the Said Apartment And Properties Appurtenant Thereto, its respective walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Tower(s) is not in any way damaged or jeopardized.

The Allottee further undertake(s), assure(s) and guarantee(s) that he/she/they/it/each of them shall not put any sign-board/name-plate, neon light, publicity material, advertisement material etc. on the face/facade of any of the Tower(s) and/or anywhere on the exterior of the Project, the Tower(s) therein and/or any of the Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows and/or any part or portion of the Said Apartment And Properties Appurtenant Thereto or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in any part or portion of the Said Apartment And Properties Appurtenant Thereto or place any heavy material in the common passages or staircase of any of the Tower(s). The Allottee shall also not remove any wall including the outer and load bearing walls of the Identified Apartment and/or the Identified Utility Room.

The Allottee shall plan and distribute his/her/their/its electrical load in conformity with the electrical systems installed by the Promoter and thereafter by the Association and/or the maintenance agency (Facility Management Entity). The Allottee shall be

responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. Compliance of laws, notifications etc. by the Allottee

The Allottee is entering into this Agreement for provisional allotment of the Subject Apartment with full knowledge of all laws, rules, regulations, notifications applicable to real estate projects and this Project in particular. The Allottee undertake(s) that on and from the date of hand over of possession by the Promoter or from the date of the Allottee taking possession or from the Maintenance Charges Payment Commencement Date, whichever be earlier, the Allottee shall be liable and bound to and shall comply with and carry out, from time to time, in respect of the Said Apartment And Properties Appurtenant Thereto all the requirements, requisitions, demands and repairs which are required by any competent authority(ies) at his/her/their/its/each of their respective own cost and expense, and shall keep each of the Indemnified Parties and each of the Apartment Allottees safe, harmless and indemnified in respect thereof.

18. Additional constructions

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies), except as provided/recorded in this Agreement and/or in the Act of 2016 and/or since consented to by the Allottee and/or by 2/3rd (two-third) of the Apartment Allottees.

19. Lessee and Promoter shall not mortgage or create a charge

After the Promoter executes this Agreement, the Promoter shall be entitled to cause the Lessee to and/or the Lessee shall, only at the specific request of the Promoter, mortgage or create a charge on the Said Premises.

20. Apartment Ownership Act

The Promoter has assured the Allottee that the Project in its entirety will be in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 to the extent not contrary and/or inconsistent to/with the Act of 2016 and/or to/with the Rules and/or to/with any other Applicable Laws (including those, if any, in supercession of the West Bengal Apartment Ownership Act, 1972). The Promoter will show material compliance of various laws/regulations as applicable in West Bengal.

21. Binding Effect

Forwarding this Agreement to the Allottee by the Promoter and/or handing over of the original of this Agreement to the Allottee does not create a binding obligation on the part of the Promoter or the Allottee until firstly the Allottee signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the Payment Plan within 15 (fifteen) days from the date of receipt of this Agreement, and secondly, the Allottee appear(s) for registration of this Agreement before the Registering Authority as and when intimated by the Promoter after depositing with the Promoter the documents evidencing payment by the Allottee to the concerned

authorities of the entire stamp duty, registration fees and applicable fees, taxes and charges as levied by the government and/or any other authority(ies) and/or Governmental Authority(ies) as applicable/prevaling at the time of registration of this Agreement together with all other related and/or incidental charges and expenses. If the Allottee fail(s) to execute and deliver to the Promoter this Agreement within 15 (fifteen) days from the date of receipt of this Agreement and/or to appear before the Registering Authority for registration of this Agreement as and when intimated by the Promoter after making payment to and/or depositing with the Promoter each of the amounts due and payable by the Allottee together with documents evidencing payment by the Allottee to the concerned authorities as stated hereinabove, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, the Application and Allotment Letter shall be treated as cancelled whereupon after forfeiting such sums as stipulated in this Agreement, all sums remaining if any shall be returned by the Promoter to the Allottee without any interest or compensation whatsoever.

22. Entire Agreement

This Agreement along with its several Schedules, read with the Application and the Allotment Letter (together with the modifications thereto if any confirmed and/or accepted in writing by the Promoter) and each of the several consent letters signed, executed and delivered by the Allottee from time to time, both prior to and post execution of this Agreement, and further without prejudice to the several various consents since granted by the Allottee to the Promoter for/ towards the execution, performance etc. by/on behalf of the Promoter of several acts, deeds and things, each of which shall be deemed to remain valid and subsisting notwithstanding the execution of this Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supercedes all earlier/other recordings, promotional literature, agreements, arrangements, memoranda, understandings, brochures, advertisements, sales plans etc. and/or representations, statements etc., whether by the Promoter and/or by any real estate agents, channel partners, brokers, agents, representatives, employees etc., if any, and in no event shall the Allottee be entitled to set up any oral agreement.

23. Right to amend

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

24. Provisions of this Agreement applicable on the Allottee/subsequent Allottees

It is clearly understood and so agreed by and between the Parties hereto that in case the Allottee is permitted to deal with/transfer the limited rights provisionally agreed to be granted in favour of the Allottee in respect of the Said Apartment subject to and only on the terms stipulated herein, all the provisions contained herein and the obligations arising hereunder in respect of the Said Apartment And Properties Appurtenant Thereto and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Said Apartment, as the said obligations go along with the Said Apartment for all intents and purposes.

25. Waiver not a limitation to enforce

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of Interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of the Allottee and/or any of the other Apartment Allottees shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of the Allottee herein and/or the other Apartment Allottees.

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

26. Severability

If any provision of this Agreement shall be determined to be void or unenforceable under the Act of 2016 or the Rules and Regulations or under any other Applicable Laws, then such provision of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act of 2016 or to the Rules and Regulations or to the other Applicable Laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. Method of calculation of proportionate share for payment, wherever referred to in the Agreement

Wherever in this Agreement it is stipulated that the Allottee 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.

28. Further Assurances

All the Parties agree that they shall respectively execute, acknowledge and deliver to the other, such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right intended to be created or transferred pursuant to any such transaction.

29. Place of Execution

The execution of this Agreement shall be completed only after its execution by the Promoter through its authorized signatory at the office of the Promoter after the Agreement is duly executed by the Allottee, followed by the registration thereof, and hence this Agreement shall be deemed to have been executed at Kolkata.

30. Notices

All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or to the Promoter by registered/speed post (return receipt requested) at their respective addresses specified below:

[•] (Name of the Allottee)
 [•] (Address of the Allottee)

Belani NPR Projects LLP (Name of the Promoter)
 257/A, Deshpran Shasmal Road,
 Kolkata - 700 033 (Address of the Promoter)

It shall be the duty of the Allottee and the Promoter to inform each other, by registered/speed post (return receipt requested), of any change in the above address subsequent to the execution of this Agreement, failing which all communications and letters posted at the above address shall be deemed to have been received by the Allottee or the Promoter, as the case may be.

31. Joint Allottees

In case there are joint Allottees/more than one Person comprises/constitutes the Allottee herein, all communication shall be sent by the Promoter to the Allottee/Person whose name appears first in the nomenclature of this Agreement and at the address given by such Allottee/Person, which shall, for all intents and purposes, be considered as properly served on all the Allottees/each of the Person(s) comprising/constituting the Allottee.

32. Governing Law

The rights and the obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Applicable Laws for the time being in force.

33. Dispute Resolution

All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity of the terms thereof/hereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act of 2016.

34. Other Terms and Conditions

The Parties have agreed and hereby and hereunder confirm and undertake that notwithstanding anything to the contrary or otherwise contained/recorded/stated in this Agreement hereinbefore/hereinabove/hereinafter, this Agreement shall be subject to and shall be read together with each of the following/undernoted other/further terms,

conditions and covenants, to be respectively paid, observed and performed on the part of the Promoter and/or the Allottee, as the case may be, it being clarified and agreed that in the event of any inconsistencies or contradictions in/between the Clauses stated hereinabove and those contained hereinafter, then notwithstanding there being no specific reference/cross-referencing to the particular Clause in question and/or the provisions of this Clause 34 being in derogation of/to the other provisions/Clauses of this Agreement, the provisions contained in this Clause 34 along with its several sub-clauses stipulated hereinafter shall prevail and/or supercede in its entirety or to the extent of such inconsistency/contradiction, as the case may be, and thus shall be binding on the Parties, it being clarified for the avoidance of doubt that each of the additional terms mentioned below have been mutually agreed upon as per the contractual understanding between the Parties. Such additional terms are not intended to be in derogation of or inconsistent with the terms and conditions of the Act of 2016 and the Rules and Regulations.

Definitions

For the purpose of this Agreement, in addition to any other terms which are defined in this Agreement including by way of inclusion in parenthesis and/or in quotations, the undernoted terms, shall, unless repugnant to the context or meaning thereof, have the meaning respectively assigned to each of such terms hereinbelow:-

“**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.

“**Advocate**” shall mean the advocate for the time being appointed by the Promoter to *inter alia* draw and prepare all the papers and documents required for and/or in connection with the Said Premises and/or the Project and/or the Tower(s) and/or the Said Apartment And Properties Appurtenant Thereto, and/or such other Person(s), who the Promoter may appoint or nominate or designate, from to time, as the advocate for any/all of the aforesaid purposes.

“**Agreement**” shall mean this agreement together with each of the Recitals and Schedules stated and/or incorporated herein by reference or otherwise together with the Annexures hereto, each as may be amended in the manner as recorded herein and/or in writing by the Parties from time to time by way of letters and/or supplemental agreements and/or addenda to this agreement.

“**Allottee Event of Default**” shall mean each of the events stipulated anywhere in this Agreement as comprising/being an event of default by the Allottee including but not limited to the meaning ascribed to such term in Clauses 9.3 and/or the events respectively stipulated in Clause 34.3(iv) and/or Clause 34.4(v) and/or Clause 34.4(vi) and/or Clause 34.7(i) and/or Clause 34.7(ii) and/or Clause 34.8(ii) and/or Clause 34.9(i) and/or Clause 34.9(ii) and/or Clause 34.10(iv) and/or Clause 34.11(vi) of this Agreement.

“**Allottee Lender**” shall have the meaning ascribed to such term in Clause 34.15(i) of this Agreement.

“**Allotment Letter**” shall have the meaning ascribed to such term in Recital I of this Agreement.

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

“**Apartment Allottee(s)**” shall mean the various Person(s) to whom/in whose favour the Promoter has in writing, for the time being and subject to compliance by such Person(s), to the satisfaction of the Promoter, of each of the terms and conditions stipulated by the Promoter, provisionally agreed to and/or cause the demise of leaseholds rights as a sub-lessee in respect of a specific Apartment, which shall, as applicable, include the Allottee herein, but shall not include a tenant, licensee etc. of such a Person/Allottee.

“**Apartment Specifications**” shall mean and include the various specifications in terms whereof the Subject Apartment is intended to be constructed, the details whereof are stated in **Schedule D** hereunder written.

“**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 Agreement or thereafter or hereafter, as updated or revised or amended or substituted from time to time.

“**Application**” shall have the meaning ascribed to such term in Recital I of this Agreement.

“**Application Money**” shall mean the sum stated in **Part - I** of **Schedule C** hereunder written.

“**Approved Changes**” shall have the meaning ascribed to such term in Clause 34.6(iv) of this Agreement.

“**Architect**” shall mean the architect appointed for the time being by the Promoter for the development of the Project and/or such other Person(s) who the Promoter may, from time to time, appoint or nominate or designate as the architect of the Project.

“**Association**” shall mean the entity to be formed and/or caused to be formed: (i) under the provisions of The West Bengal Apartment Ownership Act, 1972 and the rules governing the same (each as updated or revised or amended or substituted from time to time) to the extent not contrary and/or inconsistent to/ with the Act and/or to/with the Rules and/or to/with any other Applicable Laws (including those, if any, in supercession of The West Bengal Apartment Ownership Act, 1972); or (ii) under the provisions of any other Applicable Laws, *inter alia* (a) for the Common Purposes, and (b) to assume and perform such and other roles and obligations as may be determined by the Promoter at its sole and absolute discretion, the nature, composition, constituents, structure, manner of governance, administration, functioning,

management etc. of which entity shall be determined by the Promoter at its sole and absolute discretion, without any objection being raised by the Allottee and/or by any of the Apartment Allottees on any ground whatsoever or howsoever.

“**Association Sub-Lease Deed**” shall have the meaning ascribed to such term in Clause 34.10(i) of this Agreement.

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

“**Available FAR**” shall have the meaning ascribed to such term in Clause 34.6(i) of this Agreement.

“**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.

“**Booking Amount**” shall mean 10% (ten percent) of the Total Price, which sum includes the Application Money, as stated in **Part - II of Schedule C** hereunder written.

“**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 provisionally reserved by the Promoter for the parking of car(s) owned by the several Apartment Allottees.

“**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 Promoter each exclusively reserved and/or intended for commercial purposes as determined by the Promoter further together with the spaces identified, demarcated and reserved by the Promoter for parking of car(s) further together with various utilities and/or amenities thereat, each as determined by the Promoter further together with the Commercial Zone Common Areas, all situate within the area hatched **Yellow** on the plan annexed to this Agreement as **Annexure “B”**.

“**Commercial Zone Allottee(s)**” shall mean the various Person(s) to whom/in whose favour the Promoter has in writing, for the time being and subject to compliance by such Person(s), to the satisfaction of the Promoter, of each of the terms and conditions stipulated by the Promoter, provisionally agreed to and/or cause the demise of 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 may be specifically made available by the Promoter to facilitate the use and enjoyment of only the several units/areas/ spaces/portions comprising the Commercial Zone by the Commercial Zone Allottees, each as specifically determined and/or identified and/or earmarked and/or designated by the Promoter and/or altered, modified or changed by the Promoter, and presently intended to comprise 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 Promoter at its sole and absolute discretion, payable proportionately by the Allottee and the other Apartment Allottees on the basis of the Built-Up Area, which shall be final, binding and conclusive on each Apartment Allottee including the Allottee:

- 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 Promoter from time to time; and
- f) such charges, expenses etc. as stipulated in **Schedule G** hereunder 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 Allottees and the Commercial Zone Allottees 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 Allottees and/or the Commercial Zone Allottees have common interest, the extent, mode and manner of each of which shall be as determined and formulated by the Promoter; and
- e) the performance and/or discharge of such roles, duties, responsibilities and obligations as may be determined by the Promoter from time to time.

“**Competent Authority**” shall mean the Kolkata Municipal Corporation and/or any other local body constituted under any law for the time in being force for providing municipal services or basic services, as the case may be, to/in respect of the Said Premises and/or which has the power to give permission for development of the Said Premises.

“**Completion Certificate**” shall mean the completion certificate or such other certificate, by whatever name called, issued by the Competent Authority, certifying that the Project has been developed according to the plan, layout plan and specifications approved by the Competent Authority and/or permitting occupation thereof.

“**Consolidated Price**” shall mean the collective of the Total Price and the Total Taxes.

“**CTC**” shall have the meaning ascribed to such term in Recital A of this Agreement.

“**Development Agreement**” shall have the meaning ascribed to such term in Recital C of this Agreement.

“**Deed of Cancellation**” shall have the meaning ascribed to such term in Clause 34.9(ix) of this Agreement.

“**Deed of Sub-Lease**” shall mean the deed recording the demise by way of a sub-lease, for the tenure of the Sub-Lease Team, of the Said Apartment in favour of the Allottee, either with or without, as the case may be subject to the then prevailing circumstances, of the Undivided Share in favour of the Association, such deed being

in such form and containing such particulars, covenants, stipulations etc. as the Promoter, in consultation with the Advocate, may deem fit and proper.

“**Deposits**” shall mean each of the various/several interest free refundable and/or adjustable and/or transferable amounts, each together with the applicable Taxes thereon, payable from time to time to the Promoter by an Apartment Allottee including the Allottee (the frequency, quantum and heads whereof shall be as determined by the Promoter from time to time at its sole and absolute discretion), as interest free deposits, sinking funds, corpus deposits etc. *inter alia* towards/for the Common Purposes, the Common Expenses, the Maintenance Charges, the installation, on-going 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 Residential Zone Common Areas and the Identified Common Areas, and further all other deposits, each as determined by the Promoter at its sole and absolute discretion, including but not limited to those stipulated in **Part - I of Schedule H** hereunder written, which will be held by the Promoter till the same, as applicable and subject to such deductions/adjustments as may be determined by the Promoter, are transferred to the Association or are made over to any body/authority/entity, statutory or otherwise, at such time as the Promoter may so determine.

“**Encumbrances**” shall mean any mortgage, charge (whether fixed or floating), pledge, lien, lispendens, hypothecation, assignment, security interest or other encumbrances of any kind, securing or conferring any priority of payment in respect of any obligation of any Person, and shall include without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security, in each case under law.

“**Estimated Additional Costs**” shall have the meaning ascribed to such term in Clause 34.6(iv) of this Agreement.

“**Extra Charges**” shall mean each of the extra amounts payable and/or reimbursable by the Allottee to the Promoter and/or to the Other Entities *inter alia* towards any extra charges, charges/fees towards/in lieu of having sanctioned any deviations in the construction from the sanctioned plan(s) as stipulated in the relevant statute governing the same, generator charges together with the charges and expenses allied/related thereto, charges towards electrical infrastructure, legal fees, legal expenses, stamp duty, registration fees etc., each as determined by the Promoter at its sole and absolute discretion including but not limited to the charges, amounts, expenses etc. stipulated in **Part - II of Schedule H** hereunder written, each together with the applicable Taxes thereon.

“**Execution Date**” shall mean the date of execution of this Agreement.

“**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 Promoter.

“**Fit Out/Interior Works**” shall have the meaning ascribed to such term in Clause 34.8(i) of this Agreement.

“Force Majeure” shall include:-

- i) fire, explosion etc.;
- ii) any Act of God, natural calamity/disaster, drought, famine, earthquake, volcanic eruption/activity, lightning, landslide, cyclone, violent storm, floods, hurricane, tempest, tsunami, plague, pandemic, epidemic, endemic, environmental issues and other unforeseeable weather conditions;
- iii) any calamity caused by nature affecting the regular development of a real estate project;
- iv) non-sanction and/or non-availability and/or irregular and/or delayed supply/availability and/or scarcity of *inter alia* building materials, essential services, essential inputs, water, electricity, sewerage disposal, any connection(s) from the concerned authority(ies) etc.;
- v) war (declared or undeclared), civil commotion or disorder, civil war, terrorist action/activities, violence of/by an army or mob, litigation, blockade, bandh, armed conflict (or a serious threat of the same including but not limited to a hostile attack), military embargo, hostilities, invasion, riots, rebellions, curfew, acts of and/or restrictions by government, military mobilization, acts of civil disobedience;
- vi) any judgment/order, notice, rule, notification, advisory etc. passed by/of/ from or any restriction(s) imposed by/of any court/tribunal of competent jurisdiction and/or any statutory authority and/or any Governmental Authority and/or by the government (central or state) and/or any other public/competent/statutory authority and/or the Competent Authority;
- vii) any change in Applicable Laws;
- viii) delay in decisions/clearances/approvals/connections/permissions from/by any statutory and/or other authorities/bodies and/or any Governmental Authority and/or the Competent Authority.

“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 may be specifically made available by the Promoter to facilitate the use and enjoyment by the Apartment Allottees and the Commercial Zone Allottees 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 Promoter and/or altered, modified or changed by the Promoter, and presently intended to comprise of the areas and facilities described in **Part - I of Schedule F** hereunder written.

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

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

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

“Lease Deed” shall have the meaning ascribed to such term in Recital A of this Agreement.

“Lease Term” shall have the meaning ascribed to such term in Recital A of this Agreement.

“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 Promoter at its sole and absolute discretion, payable proportionately by the Allottee and the other Apartment Allottees on the basis of the Built-Up Area.

“Maintenance Charges Payment Commencement Date” shall have the meaning ascribed to such term in Clause 7.2 of this Agreement.

“Management & Maintenance Rules” shall have the meaning ascribed to such term in Clause 34.11(iii) of this Agreement.

“Other Entities” shall mean such Person(s) as may be nominated/identified/ designated/appointed by the Promoter 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 Promoter at its sole and absolute discretion, which shall be final and binding on all the Apartment Allottees including the Allottee, each together with the applicable Taxes, interest and penalty thereon, if any.

“Payment Plan” shall have the meaning ascribed to such term in Clause 1.3 of this Agreement.

“Permitted Transferee” shall have the meaning ascribed to such term in Clause 34.17(iii) of this Agreement.

“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 may be made thereto from time to time by the Promoter.

“Possession Notice” shall have the meaning ascribed to such term in Clause 7.2 of this Agreement.

“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 Allottee, and which comprises an integral and inseparable part/component of an Apartment.

“Project” shall mean the residential cum commercial development known as **“Sanctuary”**, proposed to be undertaken by the Promoter on/at the Said Premises intended to comprise *inter alia* of the Residential Zone and the Commercial Zone.

“Promoter Event of Default” shall have the meaning ascribed to such term in Clause 9.1 of this Agreement.

“Regulations” shall mean the regulations made by the Authority under the Act of 2016, as amended and/or substituted and/or updated and/or revised from time to time.

“Registering Authority” shall mean any registering officer appointed under/ in pursuance of the Registration Act, 1908 and/or any Registrar and/or Additional Registrar and/or District Registrar and/or District Sub-Registrar and/or Additional District Sub-Registrar having jurisdiction over the Said Premises.

“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

Promoter, 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 Allottees as determined by the Promoter further together with the spaces identified, demarcated and reserved by the Promoter for parking of car(s) further together with various utilities and/or amenities thereat, each as determined by the Promoter further together with the Residential Zone Common Areas, all situate within the area hatched **Purple** on the plan annexed to this Agreement 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 may be specifically made available by the Promoter to facilitate the use and enjoyment of only the several units/areas/ spaces/portions comprising the Residential Zone by the Apartment Allottees and/or the lawful occupants of the Residential Zone including the Allottee herein, each as specifically determined and/or identified and/or earmarked and/or designated by the Promoter and/or altered, modified or changed by the Promoter, and presently intended to comprise of the areas and facilities described in **Part - II of Schedule F** hereunder written.

"Residential Zone Specifications" shall mean and include the various specifications in terms whereof the Residential Zone is intended to be constructed, the details whereof are stated in **Schedule E** hereunder 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 Allottees, 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 Allottee 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 Agreement.

"Section" shall mean a section of the Act of 2016, as updated or revised or amended or substituted from time to time.

“**Specifications**” shall mean the collective of the Apartment Specifications and the Residential Zone Specifications.

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

“**Sub-Lease Term**” shall mean the period commencing on and from the date of execution and registration of the Deed of Sub-Lease in favour of the Allottee 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 herein and/or in the Deed of Sub-Lease and the Association Sub-Lease Deed, if any executed.

“**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 Allottee;
- ii) paid or payable by the Promoter 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 Execution Date or are imposed/levied/revised in the future, with retrospective effect or otherwise, and shall mean and include any increments thereof.

“**TDS**” shall have the meaning ascribed to such term in Clause 34.4(ii) of this Agreement.

“**Tentative Ready for Hand Over Date**” shall have the meaning ascribed to such term in Clause 7.1(i) of this Agreement.

“**Total Price**” shall mean the composite consolidated sum stated in **Part - III of Schedule C** hereunder written.

“**Total Taxes**” shall mean the applicable Taxes payable on the Total Price, as advised by the Promoter from time to time.

“**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, proposed to be constructed at the Said Premises as a part of the Project.

“**Third Party Outgoings**” shall have the meaning ascribed to such term in Clause 1.9 of this Agreement.

“**Undivided Share**” shall mean an undivided variable impartible indivisible proportionate share in the Common Areas, attributable to the Said Apartment, as may be determined by the Promoter at its absolute discretion, subject to the exceptions and reservations in favour of the Promoter.

“**Utility Area**” shall mean and comprise of the undernoted spaces/areas as identified by the Promoter, 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 Allottees who have been provisionally allotted Apartments on the same floor and Tower as the Identified Apartment (“**Identified Apartment Allottees**”).

Interpretation

In the interpretation of this Agreement, the following rules of interpretation shall apply, unless the contrary intention appears:

- i) 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;
- ii) 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;
- iii) references to Recitals, Clauses and Schedules as also to the Annexures is/ are reference(s) to the recitals, clauses, schedules and annexures of/to this Agreement. The Recitals, the Schedules and the Annexures form an integral part of this Agreement and/or form a part of the operative provisions of this Agreement, and references to this Agreement shall include references to the Recitals, the Schedules and the Annexures;
- iv) the obligation and/or covenant of the Allottee 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 Allottee not to do something shall

- include an obligation and/or covenant not to permit, suffer or allow the same to be done;
- v) words denoting the masculine gender shall include the feminine and neutral genders as well;
 - vi) words denoting the singular number shall include the plural and vice versa;
 - vii) 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;
 - viii) any reference to this Agreement or to any of the provisions hereof shall include all amendments and modifications made to this Agreement from time to time in the manner stipulated herein;
 - ix) the headings in this Agreement have been incorporated only for convenience of reference, and shall not, in isolation or otherwise, be considered in or affect the interpretation and/or construction of this Agreement;
 - x) 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 Agreement as a whole and not merely to the specific provision where such terms may appear;
 - xi) 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;
 - xii) reference to days, months and years are to Gregorian calendar days, months and years respectively;
 - xiii) 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;
 - xiv) 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;
 - xv) in the event any provision of the Application and/or the Allotment Letter is/be inconsistent with and/or contradictory to any provision of this Agreement, then to the extent of such inconsistency and/or contradiction, the corresponding provision of this Agreement shall prevail;
 - xvi) no provision of this Agreement shall be interpreted in favour of or against any Party on account of the Advocate having drafted this Agreement, or by reason of the extent to which any such provision is inconsistent with any prior draft thereof.

Additional terms and covenants regarding the principal understanding between the parties

- i) The Allottee admit(s), acknowledge(s) and confirm(s) that nothing in this Agreement does and/or intends to and/or shall and/or shall be construed/ deemed to be a demise or transfer in praesenti, as such demise, in the nature of a sub-lease and/or permissive user in respect of the specific properties mentioned herein and only for tenure of the Sub-Lease Term, is intended to take place only upon execution and registration of the Deed of Sub-Lease in terms hereof and/or subject to the provisions of this Agreement.
- ii) Subject to timely and due compliance and performance by the Allottee of each of the terms, conditions, provisions, obligations etc. stipulated respectively in Lease Deed and the Deed of Sub-Lease as also in the Association Sub-Lease Deed, if executed, 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 Allottee and/or the Association and/or all the Apartment Allottees along with all the Commercial Zone Allottees, as the case may be, will be entitled, either directly or through the Lessee, to apply in writing to CTC and subsequently obtain from CTC and/or the concerned authorities, all at the cost and expense of the Allottee and/or the Association and/or all the Apartment Allottees along with all the Commercial Zone Allottees, 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 Allottee and/or by the Association and/or by all the Apartment Allottees along with all the Commercial Zone Allottees, as the case may be, on the clear and unequivocal understanding and agreement that the Promoter shall not be liable or responsible for applying for such renewal, and further neither the Promoter nor the Lessee 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 Allottee confirm(s) his/her/their/its/each of their respective knowledge and admission of the fact 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 Promoter at its sole and absolute discretion:
 - a) the Commercial Zone Allottees shall become/be members of the Association, which Association shall over a period of time, be granted by the Lessee, the rights as a sub-lessee to/over/in respect of the Common Areas subject to and on the terms and in the manner stipulated by the Promoter; and
 - b) the Commercial Zone Allottees shall be entitled to access, use and enjoy the Identified Common Areas in the manner so determined by the Promoter in common with the Allottee and the other Apartment Allottees; and

- c) the Allottee 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 allottee 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 Allottee 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 Allottees shall be entitled to access, use and enjoy the Common Utility Areas in the manner so determined by the Promoter in common with the Allottee,

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

- iv) If at any time after the date hereof it is ascertained by the Promoter and/or it transpires that the information furnished by the Allottee is false and/or misleading, then without being required to establish/prove such act/conduct of the Allottee, the Promoter shall at its option, be entitled to terminate this Agreement, whereupon the consequences stipulated in the applicable provisions of Clause 34.9 of this Agreement shall apply, and the Allottee accept(s) and consent(s) to the same.

Additional terms and covenants regarding the Consolidated Price, Deposits, Extra Charges etc., and the payment thereof

- i) In consideration of this Agreement and further in lieu of specific rights and/or permissions of the specific nature and for the specific tenure stipulated in this Agreement being agreed to be granted in favour of the Allottee, and accepting each of the terms and conditions stipulated in this Agreement, in addition to payment of the Consolidated Price, the Allottee shall be liable and responsible to and hereby agree(s) and undertake(s) to make payment of the various amounts as determined by the Promoter including those as and by way of Deposits, Extra Charges, Maintenance Charges etc. (each together with the applicable Taxes thereon) to the Promoter and/or to the Other Entities and/or to any Governmental Authority(ies) and/or to any statutory/ quasi-statutory authorities/bodies, each as identified and stipulated by the Promoter, each to be paid/deposited within such time frames as may be determined by the Promoter, it being unequivocally agreed, understood, acknowledged and accepted by the Allottee as follows:-
 - a) that certain deposits are in the nature of transferable deposits and/or funds, which shall be held by the Promoter, free of interest and shall be made over by the Promoter at such time as the Promoter may deem it fit and proper, to the Association, subject to deductions, if any, as ascertained by the Promoter;

- b) that the Allottee shall not permit or allow or request for any part or portion of the deposits and/or funds to be adjusted and appropriated towards payment of any part or portion of the Maintenance Charges, Outgoings and other outgoings payable by and/or required to be contributed by the Allottee including in terms of this Agreement;
 - c) that the rate and/or the quantum of each of the Deposits, the Extra Charges and the Maintenance Charges, amongst others may be higher than those normally stipulated for and/or incurred by other real estate projects, even those situate in the vicinity of the Said Premises;
 - d) that without making payment of the entirety of each of the Total Price, Deposits, Extra Charges, Interest (if any), amongst others, each together with the applicable Taxes thereon, if any, each in the manner and within the time periods stipulated by the Promoter, and further without fulfilling each of his/her/their/its obligations, all to the satisfaction of the Promoter, the Allottee shall not be entitled to call upon the Promoter to hand over the Subject Apartment, and further without making payment of the Maintenance Charges, the Allottee and/or his/her/their/its Permitted Transferee(s) and/or permitted users/occupiers shall not be entitled to use and enjoy and/or to continue the user and enjoyment of the Identified Common Areas and the Residential Common Areas.
- ii) In no event shall the Allottee be entitled to claim/demand nor shall claim/ demand any abatement or reduction or deduction in any amount payable by the Allottee including but not limited to in the Total Price and/or in the Total Taxes on any ground whatsoever or howsoever, provided however that the Allottee shall only be entitled to deduct from the Total Price the amount, if any, towards the prevailing applicable tax deductible at source subject to Applicable Laws (“TDS”).
- iii) It is agreed and understood between the Parties that in the event at any time prior to handing over possession of the Subject Apartment to the Allottee or prior to the Allottee taking over possession of the Subject Apartment from the Promoter or prior to the Maintenance Charges Payment Commencement Date, whichever be later:
- a) there be any change, modification, amendment, increase, decrease etc. in any of the Taxes comprising the Total Taxes and/or in the manner of computation thereof including but not limited to due to change of/in Applicable Laws; and/or
 - b) any new and/or fresh taxes, cesses, assessments, duties, levies, charges, impositions etc. (central, state or local) by whatever name called be imposed, levied, notified etc. with retrospective effect or otherwise including but not limited to on the Project and/or the Said Apartment and/or the Said Car Parking Space(s) and/or this Agreement and/or the transaction contemplated under this Agreement; and/or
 - c) the Promoter and/or the Project be made liable for payment of any tax (excepting income tax), duty, development charges (payable to the concerned competent authority), cess, assessment, charge, levy etc. and/or for any other liability under any statute or law for the time being in force or enforced in future by the State Government, Central Government or any other authority or body or Governmental

Authority on account of *inter alia* the Promoter having agreed to perform the obligations under this Agreement or having entered into this Agreement; and/or

- d) there be any other increase in the charges which are/may be levied or imposed by any Governmental Authority and/or by the Competent Authority from time to time,

then in such an event, each and/or some of the several amounts payable by and/or to be deposited by the Allottee shall accordingly stand increased, and further some further additional amounts may become payable by the Allottee, and the Allottee hereby covenant(s) and undertake(s) to make timely payment/ deposit of each of such amounts in terms of the demand(s) and/or revised demand(s) raised by the Promoter from time to time provided that in no event shall the Allottee be entitled to call upon the Promoter to refund any amount since then already paid by the Allottee to the Promoter.

- iv) The Allottee shall be bound and obliged to and undertake(s) and covenant(s) to make payment of and/or deposit each amount within the timelines determined/designated by the Promoter for the same, and while the Promoter shall periodically intimate in writing to the Allottee the amount payable and the Allottee shall pay/deposit the amount(s) as demanded by the Promoter within the time period and in the manner specified in such intimation, the Allottee has covenanted and undertaken to and further hereby and hereunder covenant(s) and undertake(s) to make payment in terms of the Payment Plan, it being recorded that the Allottee has informed the Promoter that such schedule of payment comprising the Payment Plan is more convenient to/for the Allottee, and the Allottee covenant(s) and undertake(s) to make each of such payments as and when the same become due.
- v) The Allottee shall be bound and obliged to and undertake(s) to: (i) deposit with the concerned authorities, the TDS if any deducted, within the 7th (seventh) day of the month succeeding the month of payment unless mandated earlier under Applicable Laws; and (ii) issue and hand over to the Promoter, the relevant TDS certificate within the time period stipulated by/under Applicable Laws, failing which the Allottee shall be solely and exclusively liable and responsible for all the consequences arising therefrom including payment of interest, penalty etc., and the Allottee shall keep each of the Indemnified Parties safe, harmless and indemnified in respect thereof. Delay caused by the Allottee in fulfilling the aforesaid obligations shall be deemed to be an event of default by the Allottee in his/her/their/its payment obligations as stipulated in Clause 34.4(vi) hereinbelow, which shall entail the same consequences as respectively stated therein.
- vi) Delay by the Allottee in making payment of and/or depositing any amount due to any reason and/or on any ground whatsoever or howsoever shall not in the normal course be condoned. In case of any such delay, the Promoter shall, without prejudice to its other rights, be entitled to exercise its right to terminate this Agreement at its sole option, whereupon the consequences enumerated in the applicable provisions of Clause 34.9 shall apply, and the Allottee accept(s) and consent(s) to the same, and without prejudice to the aforesaid, in the event such delay/default is condoned by the Promoter in the manner stated hereinafter, the Promoter shall not be liable for the

delay, if any, in handing over the Subject Apartment in terms of and in accordance with this Agreement.

- vii) In case the Promoter condones the default of the Allottee in making timely payment of and/or in depositing any amount within the stipulated timeline(s), then and in such an event, the Allottee shall, along with the outstanding dues and/or arrears, pay to the Promoter, Interest on each of the amounts remaining unpaid/outstanding for the period of default/delay until the date of actual realization thereof together with the administrative charges in terms of the then prevailing policies of the Promoter in respect thereof. Any condonation granted by the Promoter shall not amount to waiver and/or automatic condonation of future defaults and/or breaches and/or delays of/by the Allottee, and the same shall be without prejudice to each of the other rights of the Promoter.
- viii) Notwithstanding anything to the contrary stated anywhere in this Agreement, any payment made by the Allottee (notwithstanding any specific instruction(s) regarding the same having been given/issued by the Allottee) shall, at the first instance, be applied by the Promoter towards payment of the Interest ascertained by the Promoter as due and payable by the Allottee, and thereafter, the balance, if any, shall be utilized towards adjustment of the defaulted/delayed payments due from the Allottee as ascertained by the Promoter, and the Allottee authorize(s) and empower(s) the Promoter to so adjust and/or appropriate all payments made by the Allottee, and the Allottee undertake(s) not to object to the same and/or to demand/direct the Promoter to adjust/deal with the payments in any manner.
- ix) All payments shall be made by the Allottee at the office of the Promoter against proper receipts and in no event shall the Allottee be entitled to set up any oral agreement regarding payment or otherwise. Further, all costs, fees, charges etc. in respect of any payment being made by outstation cheques/ dollar cheques/in any currency other than the Indian currency, shall be borne and paid by the Allottee. Furthermore, on the dishonour of any banking negotiable instrument on any ground whatsoever, without prejudice to the other rights and remedies of the Promoter and/or of the Other Entities, the Allottee shall compensate the Promoter and/or the Other Entities, as the case may be, by making payment of Rs. 1,500/- (Rupees One Thousand and Five Hundred only) together with all applicable Taxes thereon for every such dishonour, and the Allottee accept(s) and consent(s) to the same.
- x) In the event the Allottee 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, the Allottee confirm(s) that all remittances shall be made in compliance with all Applicable Laws as modified/revised from time to time, and the Allottee shall provide the Promoter with all certifications, declarations etc. pertaining to/in support thereof.
- xi) All refunds, if any, in terms of this Agreement, even to Non-Resident Indians and/or Persons of Indian Origin and/or Overseas Citizens of India shall be made in Indian Rupees unless mandated otherwise by the then prevailing Applicable Laws.
- xii) The Promoter neither has nor accepts any responsibility in respect of the matters specified in Clause 3 hereinabove and/or in this Clause 34.4, and the Allottee shall and

undertake(s) to keep each of the Indemnified Parties fully safe, harmless and indemnified in respect thereof.

Additional terms and covenants regarding time being of essence

Time for payment by the Allottee is and shall always be and shall remain and be treated as the essence of the contract and/or this Agreement. The Allottee shall and undertake(s) to make timely payment of and/or deposit in a timely manner each of the amounts as stipulated in this Agreement, and further to meet, fulfil and perform, in a timely manner, each of his/her/their/its obligations.

The Allottee hereby and hereunder covenant(s), agree(s) and undertake(s) that at no point of time shall the Allottee be entitled to, either of his/her/its/their own volition, or call upon the Promoter to, or for permission to, deduct/abate/waive any of the amounts payable by the Allottee under this Agreement on any ground whatsoever or howsoever including but not limited to due to any financial matters and/or financial inconvenience and/or financial stringencies and/or other constraints and/or due to the occurrence and/or subsistence of any Force Majeure event etc.

Additional terms and covenants regarding construction

- i) The Allottee has understood to his/her/their/its/each of their respective complete satisfaction that the Promoter shall be entitled to utilize any unconsumed floor area ratio which is presently available and/or which may become/be made available after the Execution Date including in accordance with/under *inter alia* any Applicable Laws and/or the building rules of the Kolkata Municipal Corporation and/or of/by any Competent Authority (“**Available FAR**”), and the Allottee hereby and hereunder records his/her/ their/its/each of their respective consent, confirmation and no-objection to the same including but not limited to the right of the Promoter to do, execute, perform such acts, deed and things to utilize the Available FAR in such a manner as the Promoter may deem fit and proper at its sole and absolute discretion, without any notice or reference to the Allottee, with the Allottee having full knowledge of and accepting the fact that the aforesaid shall result in several changes including but not limited to a change in the Undivided Share as also construction of further upper floor(s) above the topmost floor(s) of each/any of the Tower(s) as the same presently stand sanctioned, as a consequence whereof such floor shall not remain as the topmost floor of the concerned Tower(s), and shall further result in temporary disruption/interruption in the use and/or enjoyment of the Said Apartment And Properties Appurtenant Thereto.
- ii) The Promoter shall be entitled to alter, modify, amend, revise, vary, etc. the Plan and/or to undertake any further and/or additional construction(s) at/upon the Said Premises:
 - a) in the manner provided under the Act of 2016 and/or the Rules and/or the Applicable Laws; and/or
 - b) for the purpose of utilization of the Available FAR; and/or

- c) as may be required by: (1) the authorities concerned; and/or (2) as a consequence of any new policies formulated and/or any laws, statutes etc. being enacted; and/or (3) changes in the rules pertaining to the floor area ratio; and/or (4) changes in any of the Applicable Laws,

and the Allottee hereby grant(s) his/her/their/its/each of their respective unambiguous and unconditional consent to the same.

- iii) The Tentative Ready for Hand Over Date is hereby and hereunder accepted and confirmed by the Allottee and the Allottee hereby agree(s) and undertake(s) not to raise any objection to the same on any ground whatsoever or howsoever. However, in the event prior to the Tentative Ready for Hand Over Date, the Subject Apartment is ready for hand over in terms of this Agreement, the Allottee undertake(s) and covenant(s) not to make or raise any objection to the consequent pre-ponement of his/her/their/its payment obligations, having clearly understood and agreed that the payment obligations of the Allottee are linked *inter alia* to the progress of construction.
- iv) Subject to Applicable Laws and the Act of 2016, in the event the Allottee desires any modifications or changes in or upgradation of the Apartment Specifications, the Allottee shall within 30 (thirty) days from the date hereof or before 15th December, 2023, whichever be earlier, communicate the same in writing to the Promoter, and if the Promoter agrees to such modifications or changes (“**Approved Changes**”), the Promoter shall intimate the Allottee of the estimated and tentative cost (subject to revision from time to time) which could be/could be expected to be incurred for carrying out the Approved Changes which shall *inter alia* include amongst others, the fees, costs, expenses, charges etc. for obtaining all clearances, sanctions etc. from the concerned Governmental Authorities and/or the Competent Authority for such Approved Changes as also for/towards constructing, executing and implementing the Approved Changes including the civil cost thereof (“**Estimated Additional Costs**”). Only after receiving from the Allottee: (i) the entirety of the Estimated Additional Costs over and above the Consolidated Price and all other amounts payable by the Allottee in terms of this Agreement (on the clear and unequivocal understanding that the Estimated Additional Costs shall under no circumstance be treated or deemed to be comprising a part of and/or a part payment of either the Consolidated Price or of any of the other amounts payable by the Allottee in terms of this Agreement); and (ii) a written undertaking from the Allottee to unconditionally and without any objection bear and pay any further and/or other costs which could be/have to be/are incurred by the Promoter in/while carrying out the Approved Changes, as advised by the Promoter from time to time, then subject to the concerned competent authorities approving the Approved Changes and/or the carrying out of the same, the Promoter will carry out the Approved Changes, at the cost, expense, risk and liability of the Allottee, it being further agreed and understood by the Allottee that the decision in respect of the Approved Changes and/or carrying out the Approved Changes shall be subject to the sole and absolute discretion of the Promoter, who shall be entitled to reject and/or decline such request of the Allottee without assigning any reason therefor, which decision shall be final and binding on the Allottee, whereupon the Allottee shall not be entitled to and further undertake(s) and covenant(s) not to demand or carry out any modification, change etc.

- v) Notwithstanding the provisions of Clause 34.6(iv) hereinabove, the Allottee accept(s) and confirm(s) that the Allottee shall not be entitled to request/call upon the Promoter for any changes, modifications, revisions, variations etc. in/ to/in respect of *inter alia* any part or portion of the Project including but not limited to the Residential Zone Specifications and/or the internal layout of the Subject Apartment and/or the external façade of the Tower(s) and/or any of the Common Areas.
- vi) The Allottee shall neither do nor execute nor perform nor permit the doing, execution or performance of any act, deed or thing whereby the construction or development of the Project may in any manner be hindered or impeded or obstructed.

Additional terms and covenants regarding possession/hand over

- i) In the event after receipt of the Possession Notice, the Allottee fail(s) and/or neglect(s) in making timely payment/deposit of each of the amounts then outstanding and/or payable and/or to be deposited by the Allottee (each as ascertained by the Promoter) and/or in observing, fulfilling and performing each of his/her/their/its obligations, covenants, undertakings etc., each to the satisfaction of the Promoter, then the Promoter shall be entitled, at its sole and exclusive option, to exercise its right to terminate this Agreement, whereupon the consequences enumerated in the applicable provisions of Clause 34.9 shall apply, and the Allottee hereby accept(s) and consent(s) to the same.
- ii) In the event on the Maintenance Charges Payment Commencement Date, the Allottee fails to timely comply with and/or fulfil each of his/her/their/its stipulated obligations as a consequence whereof the Promoter is unable to hand over possession of the Subject Apartment to the Allottee and/or the Allottee fails to take possession of the Subject Apartment due to any reason and/or on any ground whatsoever or howsoever, then without prejudice to the right of the Promoter to terminate this Agreement whereupon the consequences enumerated in the applicable provisions of Clause 34.9 shall apply,
 - a) the liability of the Allottee to make payment of, *inter alia*, (ai) the Outgoings in respect of the Said Apartment And Properties Appurtenant Thereto as may be assessed by the Promoter together with the ground/lease rent payable to CTC in terms of the Lease Deed, each together with the applicable Taxes thereon, shall commence on and from the date of issuance of the Completion Certificate; and (aii) the Maintenance Charges together with the applicable Taxes, shall commence on and from the Maintenance Charges Payment Commencement Date, irrespective of the fact that the Subject Apartment has not been handed over to and/or taken over by the Allottee; and
 - b) the Allottee shall be liable to and agree(s) and undertake(s) to pay to the Promoter, as and by way of mutually agreed pre-determined holding/ carrying charges, to be calculated at the minimum rate of Rs. 5,000/- (Rupees Five Thousand only) per day or in terms of the then prevailing policy of the Promoter, whichever be higher (commencing on and from the Maintenance Charges Payment Commencement Date) together with all applicable Taxes thereon until such time the Subject Apartment is handed over to/taken over by the Allottee, each subject to the terms of this Agreement, provided that the delay shall not render the Promoter liable or

responsible *inter alia* for the damage, deterioration etc. that may be caused to the Subject Apartment due to such delay including but not limited to in the state, condition etc. of the Subject Apartment, and the Allottee shall be bound and obliged to take/accept hand over of the Subject Apartment (subject to and after compliance and fulfilment by the Allottee of each of his/her/their/its obligations stipulated herein) on “as is where is basis”, and without prejudice to the aforesaid, the Allottee shall give a written declaration to this effect as and when required by the Promoter, with the Allottee further hereby and hereunder accepting and confirming that the abovementioned mutually agreed pre-determined holding/carrying charges are a fair and reasonable estimate of the loss and damage that would be suffered by the Promoter due to the abovementioned default committed by the Allottee, and such charges are not in the nature of any penalty,

and the Allottee accept(s) and confirm(s) each of the aforesaid, and covenant(s) and undertake(s) not to set up or raise or make or initiate any claim, demand etc. contrary thereto. Further, the Allottee hereby agree(s) and undertake(s) to indemnify and keep each of the Indemnified Parties indemnified for/from/ against any losses, claims, damages etc. arising from the aforestated failure/default on the part of the Allottee.

- iii) Without prejudice to the other provisions of this Agreement, the Allottee shall not be entitled to and further covenant(s) and undertake(s) not to call upon the Promoter to hand over possession of the Subject Apartment in contravention of the provisions of this Clause 34.7.
- iv) It is agreed and understood by the Allottee that hand over of possession of the Subject Apartment shall be withheld, at the cost, expense, risk and liability of the Allottee, till all the amounts due and payable by the Allottee and each of the obligations of the Allottee, each as ascertained by the Promoter, are paid/deposited and/or performed and/or fulfilled by the Allottee, as the case may be, to the satisfaction of the Promoter.

Terms and covenants regarding Fit Out/Interior Works

- i) Only after hand over of the Subject Apartment to the Allottee, the Allottee 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 Promoter (“**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 being **Annexure “A”**, by way of installation of only glass/wooden partitions, all subject to compliance by the Allottee of all Applicable Laws and all rules, regulations etc. in respect thereof including as may be stipulated by the Promoter (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 Promoter for user by the Allottee of *inter alia* the several utilities at/of the Said Premises and/or the Tower(s) specifically identified by the Promoter to facilitate the Allottee in/while carrying out the Fit Out/Interior Works, without prejudice to the obligation of the Allottee to make payment of the Outgoings and the Maintenance Charges on and from the date and in the manner stipulated hereinabove.
- ii) While carrying out any permitted Fit Out/Interior Works at the Subject Apartment, each subject to the terms hereof, the Allottee shall not and Allottee 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 Promoter; 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 Promoter, with the decision of the Promoter being final and binding on the Allottee; 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 Promoter are of a hazardous and/or combustible and/or offensive and/or obnoxious and/or dangerous nature (such opinion of the Promoter being final and binding on the Allottee), 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.. In the event of any contravention and/or violation of the aforesaid, the Allottee, in addition to making payment to the Promoter of such compensation as may be determined by the Promoter at the sole and absolute discretion of the Promoter, such decision of the Promoter shall be final and binding on the Allottee, hereby undertake(s) to remedy at his/her/their/its own cost and expense, to the complete satisfaction of the Promoter, such breach and/or contravention and/or violation, and/or to demolish to the complete satisfaction of the Promoter, each unauthorized construction within such time period as may be stipulated in the notice in this regard issued by the Promoter. Failure on the part of the Allottee to so remedy the breach and/or contravention and/or violation and/or to demolish any unauthorized construction(s) to the satisfaction of the Promoter, shall entitle the Promoter to take all steps in respect thereof as the Promoter may deem fit and proper, at the cost, expense, risk and liability of the Allottee including payment of the demolition charges, if any, and the Allottee hereby consent(s) to the same, and further the Promoter may, at its sole and exclusive option, by treating the same as an event of default on the part of the Allottee, exercise its right to terminate this Agreement, whereupon the consequences enumerated in the applicable provisions of Clause 34.9 shall apply. Further, without prejudice to the above, in case any injury or damage is ascertained by the Promoter as having been caused directly and/or indirectly by the Allottee and/or by the men, servants, agents, personnel, contractors, employees etc. of the Allottee, the Allottee shall be liable to pay compensation to the Promoter and/or to any other aggrieved party, each as may be determined by the Promoter at the sole and absolute discretion of the Promoter, and such decision of the Promoter shall be final and binding on the Allottee, and the Allottee hereby consent(s) to the same.

- iii) The Allottee 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 Promoter, shall exclusively attach to the Allottee alone, and the Allottee shall be bound and obliged to and undertake(s) to keep each of the Indemnified Parties and all the Apartment Allottees and the Commercial Zone Allottees fully safe, harmless and indemnified from and against all costs, charges, claims, damages, actions suits, proceedings etc. in respect thereof.

- iv) The Promoter and/or the representatives of the Promoter, 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 Allottee agree(s) to co-operate with and render all co-operation to the Promoter and/or the representatives of the Promoter.
- v) In the event due to any direct and/or indirect act of commission or omission by/of the Allottee and/or by/of the contractors, men, servants, agents, personnel, employees etc. of the Allottee, any loss or damage is caused to the Promoter and/or to any of the Apartment Allottees and/or to any of the Commercial Zone Allottees, then the Allottee shall and undertake(s) to compensate the Promoter and/or each of the Apartment Allottees and/or each of the Commercial Zone Allottees, as the case may be, for all the costs, charges, expenses, damages etc. as may be assessed by the Promoter at its sole and absolute discretion, which shall be final and binding on the Allottee, and the Allottee hereby and hereunder accept(s) and confirm(s) the same.

Additional terms and covenants regarding Events of Defaults and/or cancellation and/or termination, and its consequences

- i) In the event the Allottee is in breach of and/or has failed to perform and observe any of his/her/their/its covenants, obligations, representations or warranties under this Agreement and/or the terms and conditions of this Agreement including but not limited to those specifically stipulated anywhere in this Agreement, which breach and/or failure is not/has not been remedied by the Allottee, the Allottee shall be considered under a condition of default, and an Allottee Event of Default shall be deemed to have occurred.
- ii) Without prejudice to and in addition to the events/grounds stated anywhere in this Agreement, on the occurrence whereof the Promoter shall be entitled to terminate this Agreement (each of which shall also be treated as an Allottee Event of Default), on the occurrence of an Allottee Event of Default which continues for a period beyond 60 (sixty) days after notice from the Promoter in this regard, as determined by the Promoter, then without prejudice to the right of the Promoter to charge and recover from the Allottee, Interest and other amounts as stipulated in this Agreement including that for the period of delay, the Promoter shall be entitled, at its option, and is hereby authorized by the Allottee, to determine and/or rescind and/or terminate this Agreement provided that the Promoter shall intimate the Allottee about the Promoter's intention to so terminate this Agreement by a written notice of atleast 15 (fifteen) days prior to such termination.
- iii) In the event the Allottee without the occurrence of any Promoter Event of Default proposes to cancel/withdraw from the Project, then notwithstanding anything to the contrary stated anywhere in this Agreement, the Allottee may exercise such right only:
 - a) if on the date on which the Allottee is so desirous of cancelling/ withdrawing, the then prevailing Total Price of the Said Apartment is not less than the Total Price stipulated herein; and
 - b) by a notice in writing intimating the Promoter of his/her/their/its such intent; and

- c) by making payment of each of the amounts as stipulated in Clause 34.9(iv) hereinbelow; and
- d) by executing and registering, at the cost and expense of the Allottee, the Deed of Cancellation,

with the Allottee accepting and confirming that the decision of the Promoter in respect of the aforesaid shall be final and binding on the Allottee.

- iv) In view of *inter alia* the fact that the Promoter has as a consequence of this Agreement blocked the Subject Apartment and the Said Car Parking Space(s) for the Allottee in the manner stipulated herein, on the date of termination of this Agreement by the Promoter or by the Allottee (as the case may be) save and except on termination due to the established occurrence of a Promoter Event of Default which cannot be rectified or on the occurrence of the event stipulated in Clause 7.1(ii) hereinabove, then notwithstanding anything to the contrary stated anywhere in this Agreement the undernoted mutually agreed amounts shall, without any further act, deed or thing by any of the Parties hereto stand forfeited in favour of the Promoter from out of all the sums/ amounts paid/deposited till such date by the Allottee to/with the Promoter and/or to/with any of the Other Entities at the specific instructions of the Promoter (irrespective of the account/head towards which such sum may have been paid/deposited by the Allottee), and the balance, if any ascertained by the Promoter as payable by the Allottee to the Promoter, shall forthwith and immediately be paid on demand by the Allottee to the Promoter, and the Allottee accept(s) such consequences and consent(s) to the same:-
 - a) a sum equivalent to 10% (ten percent) of the Total Price together with the applicable Taxes thereon; and
 - b) the Maintenance Charges and each of the amounts stipulated in Clause 34.7(ii) hereinabove, as applicable, each payable with effect from the date of issuance of the Completion Certificate and the Maintenance Charges Payment Commencement Date, as applicable, till such date as may be determined by the Promoter; and
 - c) the Interest, if any due, accrued and payable by the Allottee on any amount, as ascertained by the Promoter; and
 - d) the amounts deducted by the Allottee as TDS while making any payment to the Promoter and/or to any of the Other Entities; and
 - e) all the amounts payable by and/or recoverable from the Allottee towards any of the Taxes; and
 - f) brokerage/commissions paid to any real estate agent/channel partner/ broker; and
 - g) the stipulated charges on account of dishonour, if any, of a banking negotiable instrument; and

- h) the entirety/such part or portion of the Estimated Additional Costs together with the costs, expenses, charges, fees etc. incurred by the Promoter towards executing/ implementing the Approved Changes; and
 - i) in the event of the Promoter having carried out any of the Approved Changes in terms of this Agreement, the costs, charges, fees, expenses etc. which would have to be incurred by the Promoter for re-instating the Subject Apartment to its original state and condition; and
 - j) the entirety/such part or portion of the Deposits and Extra Charges as already expended by the Promoter; and
 - k) administrative charges in terms of the then prevailing policies of the Promoter in respect thereof; and
 - l) stamp duty, registration fees/charges, legal fees and charges and any other fees, charges etc. payable/to be paid/paid pertaining to this Agreement and the Deed of Cancellation; and
 - m) the amount if any payable by the Allottee in terms of Clause 34.9(ix) hereinbelow.
- v) In the event after the aforesaid forfeiture, the Promoter ascertains that any amount is to be refunded by the Promoter, such amount will be refunded to the Allottee Lender, if any, with the balance if any remaining thereafter to the Allottee, or in the absence of an Allottee Lender, to the Allottee: (i) without any interest and/or compensation; and (ii) subject to the Allottee executing and registering, at his/her/their/its own cost and expense, the Deed of Cancellation if so determined by the Promoter; and (iii) only after the Promoter has entered into a fresh agreement in respect of the Said Apartment And Properties Appurtenant Thereto with any other Person(s). The Allottee acknowledge(s) that it is justifiable for the Promoter to refund the amount, if any ascertained as due by the Promoter to the Allottee, after expiry of a reasonable period of time after the date on which the Promoter enters into the abovementioned new agreement, in as much as the Promoter would be blocking (in the manner stipulated herein) the Subject Apartment and the Said Car Parking Space(s), on account of the Allottee, and thus the Allottee agree(s) and covenant(s) not to raise any objection whatsoever or howsoever to the same, and hereby consent(s) to the above.
- vi) The Allottee accept(s) and confirm(s) that:
- a) bearing in mind that the Subject Apartment and the Said Car Parking Space(s), would have been kept blocked (in the manner stipulated herein) by the Promoter for the Allottee till the date of termination (as stated hereinabove) the abovementioned mutually agreed amounts are a fair and reasonable estimate of the loss and damage that would be suffered by the Promoter due to the abovementioned termination, and
 - b) all and/or any amounts collected by the Promoter as Taxes shall not be returned/refunded by the Promoter, and the Allottee shall be free to approach the authorities concerned for refund of such Taxes on the clear and unequivocal understanding and agreement that the Promoter shall not liable or

responsible for taking any steps in respect thereof, and thus the quantum of such Taxes shall be not be taken into account by the Promoter while computing the amounts in pursuance/in terms of Clause 34.9(iv) hereinabove, and

- c) upon termination of this Agreement by any Party and/or due to any reason whatsoever or howsoever, the Promoter shall not be liable or responsible for the stamp duty, registration fee and other expenses, charges etc. paid/incurred/expended and/or to be paid/incurred/ expended by the Allottee *inter alia* pertaining to and/or in respect of the Said Apartment And Properties Appurtenant Thereto and/or the execution and/or registration of this Agreement and/or the execution and/or registration of the Deed of Cancellation,

and the Allottee covenant(s) and undertake(s) not to set up or raise or make or initiate any claim, demand, action etc. contrary to the aforesaid.

- vii) Notwithstanding the non-execution and/or non-registration of the Deed of Cancellation, immediately on the issuance and/or acceptance/receipt of the termination notice by the Promoter on the occurrence of any of the events stipulated anywhere in this Agreement including an Allottee Event of Default, the Allottee shall cease to have any manner or nature of right or claim or demand under this Agreement and/or against the Promoter (save and except receipt of refund, if any, subject to and/or in accordance with the provisions of this Clause 34.9) and the Promoter shall stand released and discharged from all its obligations and liabilities under this Agreement, and though none created hereunder, for the avoidance of any doubt, it is confirmed and accepted by the Allottee herein that upon the occurrence of the aforesaid event, any manner of right or interest or claim or demand of the Allottee in respect of/to/over any part or portion of the Said Premises and/or the Project and/or the Said Apartment And Properties Appurtenant Thereto shall automatically and without the execution of any further act, deed or thing by any of the Parties hereto, stand terminated, cancelled, revoked, surrendered, released, relinquished, disclaimed etc. in favour of the Promoter for all intents and purposes, and the Promoter shall be entitled to deal with the Said Apartment And Properties Appurtenant Thereto in such a manner as the Promoter may deem fit and proper.
- viii) On the date of termination of this Agreement by the Promoter or by the Allottee (as the case may be) subject to and in accordance with the terms hereof, any works done or executed by/at the request of the Allottee in/at any part or portion of the Subject Apartment shall be deemed to comprise an integral part of the Subject Apartment, and the Allottee shall not be entitled to remove and/or dismantle the same and/or claim/ demand any reimbursements, costs, charges, compensation etc. in lieu thereof.
- ix) It is unequivocally agreed and understood that upon termination or cancellation of this provisional allotment/Agreement on the terms stipulated anywhere in this Agreement, then without prejudice to the provisions of Clause 34.9(vii) hereinabove: (a) the Parties hereto shall, if so determined by the Promoter at its sole and absolute discretion and as and when intimated by the Promoter, execute a deed of cancellation for the same, such deed being in such form and containing such particulars and/or covenants and/or stipulations as the Promoter in consultation with the Advocate may deem fit and proper ("**Deed of Cancellation**") and register the same, at the cost and

expense of the Allottee, with the Registering Authority; and (b) in the event the Allottee fail(s) or refuse(s) to execute and/or register the Deed of Cancellation for any reason whatsoever, the Allottee shall, in addition to his/her/their/its liability stated anywhere in this Agreement, be liable and obliged to and undertake(s) to pay to the Promoter an amount equivalent to 10% (ten percent) of the Total Price together with all costs, expenses, losses, damages etc. as may be suffered, incurred or sustained by the Promoter, each ascertained by the Promoter due to such default of the Allottee, with the Allottee hereby and hereunder accepting and confirming the abovementioned as being fair and reasonable, and not being in the nature of any penalty, and thus the Allottee covenant(s) and undertake(s) not to set up or raise or make or initiate any claim, demand etc. contrary thereto. The Allottee hereby agree(s) and undertake(s) to do, execute and perform all such acts, deed and things and sign, execute, deliver and register (if required by the Promoter) the Deed of Cancellation and such other and further deeds, agreements, documents etc. (each in such form and containing such particulars and/or covenants and/or stipulations as the Promoter in consultation with the Advocate may deem fit and proper), as may be determined by the Promoter, all at the cost and expense of the Allottee.

Additional terms and covenants regarding the Deed of Sub-Lease, and the Association Sub-Lease Deed

- i) In the event at the time of execution of the Deed of Sub-Lease, the then prevailing applicable laws and/or the Governmental Authority(ies) do not permit the formation/incorporation of the Association prior to execution of the deed(s) recording the demise of the Said Apartment in favour of the Allottee and/or of all the Apartments in favour of the concerned Apartment Allottees and/or of all the areas/spaces allotted in favour of the Commercial Zone Allottees, as the case may be, the necessary deed (in such form and containing such particulars, covenants, stipulations etc. as the Promoter, in consultation with the Advocate, may deem fit and proper) recording the demise by way of a sub-lease in favour of the Association, for the tenure of the Sub-Lease Term, of either the Undivided Share or of such undivided share in the Common Areas as may be determined by the Promoter or of the Common Areas, as may be determined at the sole and absolute discretion of the Promoter ("**Association Sub-Lease Deed**"), shall be caused to be executed and registered by the Lessee after formation/incorporation of the Association provided that the stamp duty, registration charges and all other incidental and legal expenses etc. in respect thereof shall be solely and exclusively borne by the Allottee and/or by all the Apartment Allottees and/or by all the Commercial Zone Allottees and/or by the Association, as determined by the Promoter, with the Allottee and/or all the Apartment Allottees and/or all the Commercial Zone Allottees and/or the Association being and remaining solely liable and responsible for compliance of the provisions of the Indian Stamp Act, 1899 as amended from time to time, including any actions taken or deficiencies/penalties imposed by any competent authority(ies).
- ii) The Allottee admit(s) and accept(s) that no request for any changes whatsoever in the respective drafts of the Deed of Sub-Lease and the Association Sub-Lease Deed, as the case may be, shall be entertained by the Promoter save and except any changes required to rectify any typographical and/or arithmetical error(s).

- iii) In addition to the amounts stated elsewhere in this Agreement, the Allottee shall further be liable and responsible to and hereby and hereunder covenant(s) and undertake(s) to bear and pay *inter alia*: (i) the fees, taxes and charges as may be levied from time to time by the government and/or any other authority(ies) and/or any Governmental Authority on the aforesaid demise by way of sub-lease of the Said Apartment and the Undivided Share and/or of the Common Areas and/or of the undivided share in the Common Areas as determined by the Promoter, including those applicable/prevailing at the time of registration of the Deed of Sub-Lease and the Association Sub-Lease Deed, if any required to be executed; and (ii) the legal fees as determined by the Promoter; and (iii) other related and/or incidental charges and expenses including but not limited to documentation charges. However, in the event the Allottee fail(s) to pay/deposit and/or cause the payment/deposit of any of the aforesaid amounts so demanded within the period mentioned in the notice (each of which shall be and remain the sole and exclusive liability of the Allottee), the Allottee authorize(s) the Promoter to, without any liability or responsibility, withhold the execution and registration of the Deed of Sub-Lease and/or of the Association Sub-Lease Deed, as the case may be, till full and final payment of all dues and charges are made to the Promoter. Further, the Allottee hereby agree(s) and undertake(s) to indemnify and keep indemnified each of the Indemnified Parties for/from/against any losses, claims, damages etc. arising from the aforesaid failure as also the failure of the Allottee as enumerated in Clause 10 hereinabove.
- iv) If the Allottee fail(s) and/or neglect(s) to comply with each of his/her/their/its abovementioned obligations, each to the satisfaction of the Promoter, as a consequence whereof the Deed of Sub-Lease and/or the Association Sub-Lease Deed, as the case may be, cannot be executed and registered on/within the date notified by the Promoter, then without prejudice to the right of the Promoter to terminate this Agreement (such right to be exercised at the sole discretion of the Promoter) whereupon the consequences enumerated in Clause 34.9 shall apply, which the Allottee accept(s) and consent(s) to, the Allottee shall be solely and exclusively liable and responsible for such delay and the consequences emanating therefrom including but not limited to increase in the costs, charges, fees, duties, expenses etc. payable for/on the execution and registration of the Deed of Sub-Lease and/or of the Association Sub-Lease Deed, as the case may be, together with any penalties in respect thereof, and in addition to the aforesaid the Allottee agree(s) and undertake(s) to pay to the Promoter for all the loss and damage which may be caused to and/or suffered/ sustained by the Promoter due the aforesaid default, as and by way of payment of such amount as may be ascertained by the Promoter in terms of its then prevailing policies, on the clear and unequivocal understanding that the aforesaid delay shall not render the Promoter liable or responsible on any ground whatsoever or howsoever. The Allottee accept(s) and confirm(s) that the imposition on the Allottee of the liability to make payment of the abovementioned amount is fair and reasonable bearing in mind the abovementioned default, and the Allottee accept(s) and confirm(s) that the same is not in the nature of any penalty, and the Allottee covenant(s) and undertake(s) not to set up or raise or make or initiate any claim/demand etc. contrary thereto.

Additional terms and covenants regarding the Common Areas, and the management, maintenance etc. thereof

- i) At such time as the Promoter may deem fit and proper (even prior to the formation of the Association), the Promoter shall be entitled to assign/delegate its 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 Promoter at its sole and absolute discretion, with the Promoter having the right and authority to determine at its sole and absolute discretion *inter alia* the terms and conditions governing such appointment, and the Allottee agree(s) and undertake(s) not to object to the same on any ground whatsoever. The Allottee, if so directed by the Promoter or the Association, as the case may be, hereby agree(s) to execute an agreement with the Facility Management Entity and the Association in such form and containing such particulars, covenants, stipulations etc. as the Promoter, in consultation with the Advocate, may deem fit and proper.
- ii) The Allottee further confirm(s) that the Allottee shall be liable to and undertake(s) to make payment of the proportionate amount of the fees payable to the Facility Management Entity, and further, so long as the Promoter and/or the Association, as the case may be, themselves render and/or conduct the redemption of the Common Purposes, the Allottee confirm(s) that the Allottee shall be liable to and undertake(s) to make payment to the Promoter and/or to the Association, as the case may be, of a proportionate share of the fees/service charges levied by the Promoter and/or the Association, as the case may be, for the same, such computation to be done on the basis of the Built-Up Area.
- iii) The Promoter, and thereafter the Association, and if so authorized by the Promoter and/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 Allottee hereby give(s) his/her/their/its unfettered and irrevocable consent to the same, and agree(s) and undertake(s) that the same shall be binding on the Allottee 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 Allottee 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.
- iv) The quantum of the Maintenance Charges as also the proportionate share thereof payable by the Allottee shall be determined and apportioned by the Promoter and/or by the Association, as the case may be, and if so authorized by the Promoter and/or the Association, as the case may be, by the Facility Management Entity, and the same shall be final, conclusive and binding on the Allottee, and the Allottee consent(s) to the same and shall not object to the same on any ground whatsoever or howsoever.
- v) Further, the statement of account of apportionment of the Maintenance Charges etc. as prepared by the Promoter 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 Allottee, and in no event shall the Allottee 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 Allottee in respect thereof shall not entitle the Allottee to delay/withhold

making payment of the same, and the Promoter and/or the Association and/or the Facility Management Entity, as the case may be, will entertain any such request from the Allottee only subject to the Allottee first paying and clearing each of the amounts as ascertained by the Promoter and/or by the Association and/or by the Facility Management Entity, as the case may be, as being due and payable by the Allottee.

- vi) The Allottee acknowledge(s) and accept(s) that the rate and quantum of the Common Expenses, Maintenance Charges, Outgoings, Deposits, Extra Charges etc. payable for the Residential Zone may vary from that payable for the Commercial Zone, and the Allottee covenant(s) and undertake(s) not to object to the same on any ground whatsoever or howsoever.
- vii) The Allottee admit(s) and acknowledge(s) 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 redemption of the Common Purposes being for the benefit of *inter alia* all the Apartment Allottees and the Commercial Zone Allottees, any delay/default by the Allottee 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 Agreement and/or in the Deed of Sub-Lease and/or in the Association Sub-Lease Deed, would adversely affect the Common Purposes etc. and/or the interest of *inter alia* the Apartment Allottees and the Commercial Zone Allottees, and thus the Allottee confirm(s) and undertake(s) to make timely payment of the same and further, in the event of any default/delay by the Allottee in making timely payment of any of the aforesaid amounts, whether before or after hand over of the Subject Apartment to the Allottee and/or after execution and registration of the Deed of Sub-Lease and/or the Association Sub-Lease Deed (each subject to the terms hereof), then without prejudice to the other rights of the Promoter and/or the Association, as the case may be, and further without prejudice to the obligation of the Allottee to pay Interest on each of the defaulted/delayed amounts, if such delay/default shall continue for a period of 60 (sixty) days, the Allottee authorize(s) each of the Promoter and the Association, as the case may be, to adjust such outstanding amounts from the applicable Deposits if any then held by the Promoter and/or by the Association, as the case may be, and further the Allottee admit(s) and confirm(s) that the Allottee 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 Promoter 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 Allottee hereby consent(s) to and irrevocably authorize(s) and empower(s) each of the Promoter, 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 Allottee 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 water, electricity, use of lift(s)/elevator(s), generator etc., till such time all the amounts due and payable by the Allottee together with the Interest thereon are received by the Promoter 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 Allottee 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 Promoter and/or by the Association and/or by the Facility Management Entity, as the case may be, and the Allottee hereby and hereunder give(s) his/her/their/its unfettered and irrevocable consent to the same. In addition, 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 Promoter 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 Promoter and/or the Association, as the case may be, the Promoter 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 Allottee hereby and hereunder irrevocably authorize(s) and empower(s) each of the Promoter and the Association (acting jointly and/or severally) to so demand and recover the same from the Allottee 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 Allottee unconditionally consent(s) to the Promoter and/or the Association, as the case may be, taking such steps in this regard as the Promoter and/or the Association, as the case may be, may deem fit and proper. Further, before restoration of the services/utilities, the Allottee shall be liable to and undertake(s) to deposit with the Promoter and/or the Association, as the case may be, such additional interest free security deposit(s) as the Promoter and/or the Association may determine at their respective sole and absolute discretion, and the Allottee hereby consent(s) to the same. Furthermore, should the Allottee default/delay in making payment of any of the aforesaid amounts for a continuous period of 60 (sixty) days, the Promoter shall additionally be entitled to and/or shall have the right, at its sole and absolute discretion, to exercise its right to terminate this Agreement at its sole option, whereupon the consequences enumerated in the applicable provisions of Clause 34.9 shall apply, and the Allottee accept(s) and consent(s) to the same.

- viii) It has been agreed and understood between the Parties that the Maintenance Charges in respect of any Apartment which the Promoter has not allotted in favour of any Person, will be borne and paid by the Lessee and/or by the Promoter, as the case may be, till the same is allotted by the Promoter, provided that the Promoter shall not be liable or responsible to make payment of any Deposits, Extra Charges etc. in respect of/ towards any such un-allotted Apartment(s).
- ix) The Allottee shall not and undertakes(s) and covenants(s) not to under any circumstance, raise any claim (exclusive or otherwise) of/to/over any component or constituent of the Common Areas and/or any 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 Agreement, the Allottee 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 Promoter, all in common with the Promoter, the other Apartment Allottees, the Commercial Zone Allottees, 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 Promoter, 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 Promoter 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 Promoter and/or of the aforesaid other users/occupiers, and the Allottee has/have unconditionally accepted the same.

- x) The Allottee further acknowledge(s), accept(s) and confirm(s) that the Allottee and/or the contractors, men, personnel, employees, servants, agents etc. of the Allottee 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 Promoter and/or the Association, as the case may be.

Additional terms and covenants regarding defect liability

- i) The liability of the Promoter to undertake any remedial steps in pursuance of/ in accordance with Clause 12 hereinabove 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 Promoter; 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 Allottee and/or any of the contractors, men, servants, personnel, agents, employees, contractors etc. of the Allottee; and/or
 - c) has not been caused and/or occasioned, directly and/or indirectly, by/due to delay on the part of the Allottee in taking timely hand over of the Subject Apartment in the manner stipulated in and subject to the terms of this 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 Allottee(s) of his/her/their/its own volition in an endeavour to rectify any such purported defect.

- ii) The Promoter's defect liability obligations stated in this Agreement shall also be subject to the Allottee 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. The Allottee also acknowledge(s) and accept(s) 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 Promoter.
- iii) 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 Agreement, be referred to the Architect, whose decision in respect thereof shall be final and binding on the Parties.
- iv) Subject to and without prejudice to the above, in the event the Promoter fails to rectify the aforesaid stipulated defects and/or in cases where the aforesaid stipulated defects cannot be rectified, then and in such an event, the Allottee shall be entitled to receive appropriate compensation in the manner as provided in the Act of 2016 read with the Rules.

Additional and other/further representations, warranties, obligations and covenants of the Parties

- i) The Promoter's representations and warranties are limited to those made in this Agreement and further are qualified and limited by any information:
 - a) disclosed to the Allottee by the Promoter and/or its representatives; and/or
 - b) which is otherwise within the knowledge of the Allottee.
- ii) Subject to any Applicable Laws to the contrary and except as provided in Clause 8 hereinabove, all terms, conditions, representations, warranties and statements, whether express, implied, written, oral, collateral, statutory or otherwise, are excluded, and the Promoter disclaims all liability in relation to them, including to the maximum extent permitted by Applicable Laws.
- iii) The Allottee hereby represent(s), warrant(s) and undertake(s) to the Promoter as follows:

- a) the execution and delivery of this Agreement and the performance by the Allottee of his/her/their/its obligations hereunder, does not and shall not:
- 1) conflict with or result in a breach of the terms of any other contract or commitment to which the Allottee is/are a party or by which the Allottee is/are bound; and/or
 - 2) violate the memorandum of association, articles of association or the by-laws, or the organizational/constitutional document(s) of the Allottee (if applicable); and/or
 - 3) conflict with or require any consent or approval under any judgment, order, writ, decree, permit or license to which the Allottee is/are a party or by which the Allottee is/are bound; and/or
 - 4) require the consent or approval of any other party to any contract, instrument or commitment to which the Allottee is/are a party or by which the Allottee is/are bound;
- b) there are no actions, suits or proceedings existing, pending or threatened against or affecting the Allottee 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 Agreement or that would affect the ability of the Allottee to perform his/her/their/its obligations hereunder;
- c) the obligations of the Allottee under this Agreement are legal and valid obligations binding on the Allottee and enforceable against the Allottee in accordance with the terms hereof;
- d) the entry/execution by the Allottee into this Agreement, and the performance and compliance with his/her/their/its obligations under or in connection with this Agreement or any other document entered into, under or in connection with the Said Apartment And Properties Appurtenant Thereto and this Agreement, do/will constitute, private and commercial acts, done and performed for private and commercial purposes;
- e) the Allottee has and shall continue to have adequate financial and other resources for acquiring, as and when granted by the Promoter, the rights and permission over and in respect of the Said Apartment and the Said Car Parking Space(s), of the nature and in the manner stipulated herein, and further to meet and comply with all his/her/their/its obligations under and/or in terms of this Agreement, punctually and in a timely manner, and the Allottee has not used and shall not use „proceeds of crime“, as defined under the Prevention of Money Laundering Act, 2002, for making any payments hereunder and/or in pursuance hereof;
- f) the Allottee shall observe, perform, fulfil and comply with each of the terms, conditions, covenants, stipulations, restrictions and obligations as stipulated in this Agreement including but not limited to those as covenants running with the land and the Said Apartment And Properties Appurtenant Thereto;

- g) the Allottee shall observe, perform, fulfil and comply with each of the terms, conditions, covenants, stipulations, restrictions and obligations in respect of *inter alia* the mode and manner of use, enjoyment etc. of the Said Apartment And Properties Appurtenant Thereto including but not limited to those stipulated in **Schedule I** hereunder written and/or stipulated elsewhere in this Agreement and/or those stipulated from time to time by the Promoter including but not limited to by way of a declaration(s) etc. executed by the Promoter in respect thereof and/or those stipulated in the Deed of Sub-Lease and/or in the Association Sub-Lease 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 Allottee;
- h) the Allottee is and shall continue to be in compliance with all Applicable Laws, and further the Allottee shall be solely 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).
- iv) The Allottee hereby further agree(s) and confirm(s) that each of the covenants, restrictions and obligations undertaken and covenanted to be observed and fulfilled by the Allottee under these presents including those stipulated anywhere in this Agreement shall deemed to be covenants running with the land and/or with the Said Apartment And Properties Appurtenant Thereto, and even upon formation of the Association, the same shall not under any circumstances be and/or deemed to be changed and/or modified and/or amended and/or diluted, and the Allottee hereby give(s) his/her/their/its/each of their respective unfettered and irrevocable consent to each of the aforesaid, and agree(s), undertake(s) and covenant(s) that the same shall be binding on the Allottee.
- v) The Allottee further admit(s) and acknowledge(s) that the Promoter considers each of the representations, warranties, admissions, acknowledgements, covenants and undertakings made/given by the Allottee to be an important and inseparable part of this Agreement, and the Promoter has entered into this Agreement in reliance thereof.

Additional terms and covenants regarding the right of the Promoter to create charge/mortgage

- i) Notwithstanding anything contained herein, by the execution of this Agreement the Allottee has/have provided and hereby and hereunder confirm(s) his/her/ their/its/each of their respective consent to/for/in respect of any nature or manner of mortgage, security, charge or other Encumbrance, since created and/or intended to be created, by/at the advise/request/instruction of the Promoter, in, to, of, over and in respect of the Said Premises and/or the Project and/or the Tower(s) and/or any/every part and portion thereof in favour of any bank and/or financial institution providing/having agreed to provide loan and/or financial assistance to the Promoter for the purpose of development of the Project provided that no such mortgage, security, charge or other Encumbrance shall in any manner affect the right or interest intended to be granted in favour of the Allottee. For the avoidance of any doubt it is clarified that this Agreement by itself shall be treated as the written consent of the Allottee to/for/in

respect of any such mortgage, security, charge or other Encumbrance, since created and/or intended to be created, in, to, of, over and in respect of the Said Premises and/or the Project and/or the Tower(s) and/or any/every part and portion thereof, and no separate consent of the Allottee shall be required for the said purpose.

- ii) The Promoter agrees to cause the said bank(s)/financial institution(s) to issue, if necessary, a no-objection letter in favour of the Allottee to facilitate the Allottee to take a home loan/home finance from any bank or financial institution for the purpose of financing the acquisition contemplated under this Agreement but on and subject to the terms stipulated in this Agreement. Further, upon receipt by the Promoter from the Allottee (to the complete satisfaction of the Promoter), of the full payment and/or deposit, as the case may be, of all sums, amounts etc. payable/to be deposited by the Allottee in terms of this Agreement, then before execution of the Deed of Sub-Lease in favour of the Allottee, subject to the terms of this Agreement, the Promoter shall cause the mortgage, security, charge or other Encumbrance, if any created by the Promoter over and in respect of the Subject Apartment, to be discharged and/or released.

Terms and covenants regarding loans taken by the Allottee against the Subject Apartment

- i) For the purpose of financing the acquisition by the Allottee of a sub-lease in respect of the Subject Apartment on and subject to the terms stipulated in this Agreement, the Allottee shall be entitled to approach only a bank and/or financial institution and no other party/Person/entity/private lender, and in the event of any bank/financial institution agreeing to make available such finance and/or home loan (“**Allottee Lender**”), the issuance of a no-objection by the Promoter for the creation of a limited charge over and in respect of the Subject Apartment shall be subject to such terms and conditions as may be stipulated by the Promoter including but not limited to the express condition that the amount to be provided by such Allottee Lender shall be applied only for making payment of the Consolidated Price and the other amounts in terms of this Agreement, and only after a written undertaking recording the same is furnished by the Allottee to such Allottee Lender with a copy to the Promoter. For the avoidance of any doubt it is clarified that the issuance of a no-objection by the Promoter shall not be deemed, on any ground whatsoever or howsoever, to cast on the Promoter any manner or nature of liability or responsibility, whether as a guarantor or otherwise, in respect of such loan/financial accommodation to be granted/granted to/in favour of the Allottee, and further shall not be deemed/ treated as a confirmation or otherwise by the Promoter of the financial strength/ capability of the Allottee.
- ii) It shall be the sole and exclusive liability and responsibility of the Allottee to ensure timely payment of the Consolidated Price and of each of the amounts payable hereunder notwithstanding any loan/finance availed of by the Allottee, and the Allottee shall not be entitled to call upon the Promoter for any waiver/ accommodation for the delay, if any, in timely disbursement of any part or portion of such loan/finance and/or any amount comprising a part thereof. The Promoter shall not be liable or responsible for the repayment of any such loan/ finance taken by/availed of by the Allottee from the Allottee Lender, and the Allottee 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 Allottee 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 Allottee of the terms and conditions governing such loan/finance.

- iii) All the costs, charges, expenses etc. in connection with the procurement of such loan/finance and creation of a limited charge over the Subject Apartment and further payment of fees, charges etc. to the Allottee Lender shall be solely and exclusively borne and incurred by the Allottee, and the Allottee shall keep each of the Indemnified Parties safe, harmless and indemnified in respect thereof.
- iv) The Allottee hereby expressly agree(s) that notwithstanding anything to the contrary stated anywhere in this Agreement, so long as the aforesaid loan remains unpaid/outstanding, the Allottee shall not be entitled to demise, transfer, let out, assign or deal with any part or portion of the Said Apartment And Properties Appurtenant Thereto in any manner whatsoever including but not limited to in the manner and subject to the terms stipulated in this Agreement, without obtaining the prior written permission of the Promoter and the concerned Allottee Lender. The Promoter shall not be liable for any direct and/or indirect act of commission or omission by/of the Allottee and/or by/of any of the contractors, men, servants, agents, personnel, employees etc. of the Allottee, which are/may be contrary to the terms and conditions governing the loan and/or the disbursement thereof. It shall be the responsibility of the Allottee to inform the Association about the lien/charge of such Allottee Lender, and the Promoter shall not be liable or responsible for the same in any manner whatsoever or howsoever.
- v) In the event of termination of this Agreement due to any reason and/or on any ground whatsoever or howsoever, then without prejudice to its other rights including those stipulated herein, the Promoter shall, after deducting such amounts as may be applicable in accordance with the terms and conditions of this Agreement, refund to such Allottee Lender the balance amounts, if any, and simultaneously upon/with the tender thereof by the Promoter (notwithstanding the encashment thereof by the concerned party) or intimation by the Promoter to such Allottee Lender of the factum of not holding any funds to the account of the Allottee, the charge/any manner of claim of such Allottee Lender and of the Allottee on/to/over/in respect of the Said Apartment and/or under this Agreement shall automatically stand released/cancelled/terminated for all intents and purposes, and neither such Allottee Lender nor the Allottee shall have any manner or nature of claim or demand or action against the Promoter and/or in respect of/over any part or portion of the Said Apartment And Properties Appurtenant Thereto and/or under this Agreement. The Allottee hereby unconditionally and irrevocably subrogate(s) his/her/their/its right to receive any amount from/payable by the Promoter to such Allottee Lender in the event of cancellation/termination of this Agreement on any ground whatsoever, and further confirm(s) that the act of the Promoter of tendering payment to such Allottee Lender (if any ascertained as due and payable by the Promoter) or of intimating the Allottee Lender as stated hereinabove, shall amount to a valid discharge by the Promoter of its obligation to pay/refund any amount to the Allottee.

Additional terms and covenants regarding binding effect

- i) On the failure of the Allottee to rectify his/her/its/their breach/default stipulated in Clause 21 hereinabove, each of the applicable mutually agreed amounts as stated in Clause 34.9(iv) hereinabove shall, without any further act, deed or thing by any of the Parties hereto stand forfeited in favour of the Promoter from out of all the sums/amounts paid/deposited till such date by the Allottee to/with the Promoter and/or to/with any of the Other Entities at the specific instructions of the Promoter (irrespective of the account/head towards which such sum may have been paid/deposited by the Allottee), and the balance, if any ascertained by the Promoter as payable by the Allottee to the Promoter, shall forthwith and immediately be paid on demand by the Allottee to the Promoter, or the balance if any held by the Promoter will be refunded to the Allottee Lender or the Allottee, as the case may be, on the terms stipulated in Clause 34.9(v) hereinabove, whereupon the consequences as stipulated in Clause 34.9(vii) hereinabove shall apply.
- ii) The Allottee accept(s) and confirm(s) that:
- a) the abovementioned mutually agreed amounts are a fair and reasonable estimate of the loss and damage that would be suffered by the Promoter due to the abovementioned default on the part of the Allottee, bearing in mind that the Subject Apartment and the Said Car Parking Space(s), would have been kept blocked (in the manner stipulated herein) by the Promoter for the Allottee; and
- b) all and/or any amounts collected by the Promoter as Taxes shall not be returned/refunded by the Promoter, and the Allottee shall be free to approach the authorities concerned for refund of such Taxes, on the clear and unequivocal understanding and agreement that the Promoter shall not liable or responsible for taking any steps in respect thereof, and thus the quantum of such Taxes shall be not be taken into account by the Promoter while computing the amounts in pursuance/in terms of the applicable provisions of Clause 34.9(iv) hereinabove,
- and the Allottee covenant(s) and undertake(s) not to set up or raise or make or initiate any claim, demand, action etc. contrary to the aforesaid.

Additional terms and covenants regarding transfer and/or nomination by the Allottee

- i) This Agreement is personal to the Allottee, and subject to the terms and conditions herein contained, and further without the prior written consent of the Promoter, the Allottee shall not be entitled to:
- a) demise, transfer, assign, let out, mortgage, lease, deal with the Said Apartment And Properties Appurtenant Thereto and/or any part or portion thereof; and/or
- b) nominate any Person in his/her/their/its place and stead; and/or
- c) transfer, assign, novate, mortgage, deal with this Agreement and/or the rights and obligations hereunder.
- ii) Only after expiry of 12 (twelve) months from the date of registration of this Agreement and subject to due compliance and fulfillment by the Allottee of such

terms, conditions precedent and criteria (each as may be stipulated by the Promoter) and further subject to payment by the Allottee to the Promoter, as and by way of transfer/nomination fees, of an amount equivalent to 2% (two percent) of the sum total of the Consolidated Price and the Extra Charges together with all the applicable Taxes thereon or 2% (two percent) of the total consideration amount payable by the Permitted Transferee including/together with any reimbursements made by the Permitted Transferee in favour of the Allottee further together with all the applicable Taxes thereon, whichever be higher, which the Allottee undertake(s) to comply with and also pay, and further only if the Allottee has not been in breach or violation of any of the terms and conditions contained herein as determined by the Promoter, and furthermore only if the Allottee has paid and cleared each of his/her/their/its dues together with the Interest thereon, if any, each to the satisfaction of the Promoter, shall the Promoter consider the written request of the Allottee to permit the Allottee to do any of the acts stipulated in Clause 34.17(i) hereinabove, it being agreed and understood that subject to and without prejudice to the aforesaid, in the larger interest of the development proposed at the Said Premises, which would *inter alia* protect the rights of and/or enure to the benefit of the Allottee, the Promoter shall, at its sole and absolute discretion and without assigning any reason and/or justification, be entitled to decline to accept/consider any such request of the Allottee.

- iii) Without prejudice to and subject to the terms hereof, under no circumstance shall the Allottee induct or invite into the Said Apartment And Properties Appurtenant Thereto 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/or those contained in the Deed of Sub-Lease and the Association Sub-Lease Deed, if any executed, and any such transfer etc. shall be subject to, *inter alia*:
- a) the Permitted Transferee fulfilling the criteria laid down by the Promoter; and
 - b) the Permitted Transferee executing and registering, if so deemed fit and proper by the Promoter, all at the cost and expense of the Allottee and/or of the Permitted Transferee including the stamp duty and registration fee payable thereon, an undertaking to observe, fulfil and abide by all the terms, conditions, stipulations, obligations etc. stated herein and/or those stated in the Deed of Sub-Lease and the Association Sub-Lease Deed, if any executed, including those stipulated by the Promoter, 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 Allottee providing to the Promoter the full particulars of the Permitted Transferee together with the introduction of such Permitted Transferee to the designated representative of the Promoter,

each of the above to the satisfaction of the Promoter.

- iv) The Allottee acknowledge(s), accept(s) and confirm(s) that in terms of the presently prevailing Applicable Laws, upon the aforestated assignment and/or transfer being permitted by the Promoter, the benefit of the stamp duty and registration fee paid by the Allottee on this Agreement shall not be available to the Permitted Transferee.

Additional terms and covenants regarding waiver

- i) No forbearance, indulgence, relaxation or inaction by the Promoter at any time to require performance by the Allottee of any of the provisions, covenants or undertakings of/in/under this Agreement shall in any manner be construed as a waiver by the Promoter or in any manner affect, diminish or prejudice the right of the Promoter to require performance of that provision, covenant or undertaking, and any waiver or acquiescence by the Promoter of any breach of any of the provisions, covenants or undertakings of/in/under this Agreement, shall not be construed as a precedent or as a waiver of or acquiescence to any future breach or of the rights hereunder or arising out of this Agreement, or acquiescence to or recognition of any other right under or arising out of this Agreement and/or a position other than as expressly stipulated in this Agreement. No waiver shall be effective unless made in writing and signed by an authorized representative of the Promoter. Further, any such waiver shall not bind the Promoter to exercise such discretion in the case of any other Apartments Allottee(s).
- ii) Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

Additional terms and covenants regarding severability

The Parties agree that if any term or provision of this Agreement is found to be invalid, illegal or otherwise unenforceable, the Parties shall thereupon discuss in good faith in order to agree on the terms of another provision in order to achieve as nearly as possible the same effect as that of the provision so found to be void or unenforceable, to satisfactorily record the intent of the Parties.

35.20 Additional terms and covenants regarding notices

All notices to be served hereunder by the Promoter to the Allottee shall be deemed to have been served on the 4th (fourth) day from the date of delivery of the same to the postal authorities for dispatch by registered/speed post with acknowledgement due at the last known address of the Allottee. Change in the address of the Allottee shall have to be notified in writing by the Allottee to the Promoter at the registered office of the Promoter, and acknowledgement obtained by the Allottee from the Promoter for the noting of such change.

Further, notices and other communications pursuant to/in terms of/under this Agreement may also be given/delivered personally or by recognized courier at the addresses set forth hereinabove or by electronic mail at the addresses set forth hereinbelow or to such other address as the Party to whom notice is to be given may have furnished to the other Party hereto in writing in accordance herewith. Any such notice or communication shall be deemed to have been delivered and received: (a) in

the case of personal delivery, when proof of delivery is obtained by the delivering Party, (b) in the case of recognized courier, on the 4th (fourth) day following such posting, or when proof of delivery is obtained by the delivering Party, whichever be earlier, and (c) in the case of electronic mail, on the date of dispatch.



(Name of the Allottee)



(Email id of the Allottee)

Belani NPR Projects LLP (Name of the Promoter)

crm@sanctuarykolkata.com

legal@sanctuarykolkata.com (Email id of the Promoter)

Additional terms and covenants regarding joint Allottees

- i) In the event the Promoter determines that any amount is required to be refunded to the Allottee, all such refunds, subject to the terms of this Agreement, will be made by the Promoter in favour of the Person whose name appears first in the nomenclature of this Agreement, which payment/refund shall be construed to be a valid discharge by the Promoter of all its liabilities towards each of the Person(s) comprising/constituting the Allottee.
- ii) Any document, paper etc. signed/executed/accepted/acknowledged by any one of the Person(s) comprising/constituting the Allottee shall be binding on each of the Person(s) comprising/constituting the Allottee. Every communication sent by the Promoter shall be deemed to have been received by the Allottee. For the avoidance of doubt, it is hereby clarified that the Promoter shall not be held liable in any manner whatsoever for any delay in receipt/non-receipt of any refund by the Allottee in accordance with the terms of this Agreement, for any reason, including but not limited to, any delay by the postal authorities and/or due to a change in the address of the Allottee (save as provided in this Agreement) and/or loss in transit.

Additional terms and covenants regarding governing law and jurisdiction

This Agreement shall in all respects be governed by and construed and enforced in accordance with the Act and the Rules including other Applicable Laws for the time being in force. Only the courts at Calcutta/Kolkata shall have the sole and exclusive jurisdiction in respect of all matters arising out of and/or pertaining to and/or concerning this Agreement.

Terms and covenants regarding the Association

- i) At such time as the Promoter may deem fit and proper, the Association shall be formed, subject to then prevailing applicable laws and/or Governmental Authority(ies) permitting the formation/incorporation of the Association.
- ii) It shall be incumbent upon the Allottee to become a member of the Association, and to pay/reimburse upon demand and at such time as designated by the Promoter, the necessary subscription and/or membership charges, fees etc. together with the

proportionate costs and expenses for/towards formation of the Association, including and/or making the Allottee a member thereof and transfer of the Common Areas to the Association, including but not limited to the stamp duty and registration costs, if any, each as ascertained by the Promoter, and the Allottee hereby authorize(s) and empower(s) the Promoter 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 Allottee 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) The Allottee shall be bound to and undertake(s) and covenant(s) to abide by and comply with and adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. as may from time to time be framed and/or formulated and/or made applicable by the Promoter and/or the Association including but not limited to the Management & Maintenance Rules.
- iv) Irrespective of the number of Persons owning an Apartment and/or irrespective of the same Person owning more than 1 (one) Apartment, each Apartment in/at the Project shall represent 1 (one) share, thus entitling the concerned Apartment Allottee to become a member of the Association. Further, in the event an Apartment is owned by more than 1 (one) Person(s) and/or the Allottee is a minor, as the case may be, then the Person whose name first appears in the nomenclature of this Agreement as the Allottee and/or the parent/natural guardian of such minor shall only be entitled to become a member of the Association. Further, where the Allottee is a company or a limited liability partnership or a partnership firm or a Hindu Undivided Family, only the 1 (one) person so authorized in writing by the concerned company/limited liability partnership/ partnership firm/Hindu Undivided Family, as the case may be, shall be entitled to become a member of the Association. A tenant, licensee, lessee etc. of the Allottee shall not be entitled to become a member of the Association.
- v) Simultaneously with the hand over 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 Promoter at its sole and absolute discretion and/or as may be stipulated under the Applicable Laws, it shall be incumbent upon the Allottee, along with the Apartment Allottees and the Commercial Zone Allottees, to take over the affairs of the Association, and through such Association to take over, such of the rights and obligations of the Promoter including those pertaining to the Common Purposes as the Promoter 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 Promoter, 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 Promoter including the Common Areas, and the Promoter shall on the date so designated by the Promoter immediately stand discharged and/or absolved of any liability, responsibility etc. in respect thereof, and the Association and each of the Apartment Allottees and each of

the Commercial Zone Allottees shall keep each of the Indemnified Parties safe, harmless and indemnified in respect thereof.

- vi) For the avoidance of any doubt it is clarified that if within the time period specified by the Promoter in the notice issued by the Promoter in this regard, the Association fails and/or neglects to take over from the Promoter 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 Promoter 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 Allottees including the Allottee and the Commercial Zone Allottees and/or the Association. Further, as and when the Promoter deems it fit and proper, the Promoter will also transfer in favour of/to the Association, in such a manner as the Promoter may deem fit and proper, the residue, if any, then remaining of any of the applicable Deposits, if any, made by the Apartment Allottees without any interest thereon, after adjusting all amounts then remaining due and payable to the Promoter and/or to any of the Other Entities by any Apartment Allottee including the Allottee herein, together with the Interest thereon, and the amounts thus transferred, shall be held by the Association, to the account of the Apartment Allottees and the Allottee, respectively for the purposes therefor.
- vii) The Allottee acknowledge(s) and accept(s) the right of the Promoter to adjust from the Deposits any receivables and/or dues of/payable to the Promoter 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. The Allottee further hereby agree(s) and undertake(s) to bear all the Taxes that may be levied on the Promoter including but not limited to on account of making such adjustments and/or on account of the Promoter transferring/handing over the Deposits (to the extent as stated hereinabove) to the Association.
- viii) The Allottee undertake(s) to make good and pay to the Promoter any shortfalls as determined by the Promoter, as also to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Promoter as due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee within 7 (seven) days of a demand made on the Allottee in respect thereof without prejudice to the right of the Promoter to adjust/claim such shortfalls etc. from any Deposits held by the Promoter at the time of the handover stipulated hereinabove. Further, it is hereby agreed that the Promoter 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 Promoter to the Association, and each of the Allottee, the Association, the Apartment Allottees and the Commercial Zone Allottees shall jointly and/or severally keep the Indemnified Parties safe, harmless and indemnified in respect thereof.
- ix) The Allottee shall be bound and obliged to and accordingly covenant(s) and undertake(s) 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, 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.

- x) The Promoter and/or the Association, as the case may be, shall be entitled to either hold or to invest the applicable Deposits and the other and/or the further deposits, if any, in such a manner and/or in such securities as the Promoter and/or the Association, as the case may be, may deem fit and proper, provided that such payment towards the Deposits and the other deposits if any shall not absolve the Allottee of his/her/their/its obligation to pay the applicable Maintenance Charges *inter alia* in terms of this Agreement, and further provided that the Allottee shall not be entitled to call upon/request the Promoter and/or the Association to adjust and/or appropriate any part or portion of any of such Deposit(s) 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 Allottee including but not limited to the Outgoings.

Terms and covenants regarding Force Majeure

- i) The Promoter shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Promoter to be performed and observed if prevented by any one or more Force Majeure event(s).
- ii) In the event the Promoter is prevented by/due to any Force Majeure event(s) (in respect whereof the certificate of the Architect shall be final, conclusive and binding on the Allottee) from completing the Subject Apartment in the manner and within the time period stipulated in this Agreement, and/or in the event as a result of any Force Majeure event(s) the Promoter is constrained to suspend the fulfilment of its obligations for such time period as it may consider expedient, the Allottee shall neither have nor shall be entitled to have nor shall set up, make, raise, initiate etc. any claim, demand, action etc. on/ against the Promoter under any circumstance and/or on any ground whatsoever or howsoever, and the time for the Promoter to so complete the Subject Apartment and/or to fulfil its obligations shall automatically stand extended by the period during which the concerned Force Majeure event(s) and its effects subsists/ subsisted, and the Allottee further agree(s) and undertake(s) not to claim compensation of any nature whatsoever for the period of such suspension/extension.
- iii) The Allottee agree(s) and confirm(s) that the undernoted comprise the mutually agreed amounts which the Promoter shall be entitled to deduct in terms/ pursuant of Clause 7.1(ii) hereinabove and thus shall not be bound or obliged to return/refund:
- a) the Interest, if any due, accrued and payable by the Allottee on any amount, as ascertained by the Promoter; and
 - b) the amounts deducted by the Allottee as TDS while making any payment to the Promoter and/or to any of the Other Entities; and

- c) all the amounts recoverable from the Allottee towards any of the Taxes on the understanding that the Allottee shall be free to approach the authorities concerned for refund of such Taxes provided that the Promoter shall not be liable or responsible for taking any steps in respect thereof; and
 - d) brokerage/commissions paid to any real estate agent/channel partner/ broker; and
 - e) the stipulated charges on account of dishonour, if any, of a banking negotiable instrument; and
 - f) the entirety/such part or portion of the Estimated Additional Costs together with the costs, expenses, charges, fees etc. incurred by the Promoter towards executing/implementing the Approved Changes; and
 - g) the entirety/such part or portion of the Deposits and Extra Charges as already expended by the Promoter; and
 - h) stamp duty, registration fees/charges, legal fees and charges and any other fees, charges etc. payable/to be paid/paid pertaining to this Agreement and the Deed of Cancellation, if any; and
 - i) the amount if any payable by the Allottee in terms of Clause 34.9(ix) hereinabove.
- iv) Notwithstanding anything to the contrary stated elsewhere in this Agreement, immediately on the issuance by the Promoter of the termination notice in pursuance of Clause 7.1(ii) hereinabove, the Allottee shall cease to have any manner of right or claim or demand under this Agreement and/or against the Promoter (save and except receipt of refund, if any, subject to and/or in accordance with the provisions of Clause 7.1(ii) read with this Clause 34.24) and the Promoter shall stand released and discharged from all its obligations and liabilities under this Agreement, and though none created hereunder, for the avoidance of any doubt, it is confirmed and accepted by the Allottee herein that upon the occurrence of the aforesaid event, any manner of right or interest or claim or demand of the Allottee against the Promoter and/or in respect of/to/ over any part or portion of the Said Premises and/or the Project and/or the Said Apartment And Properties Appurtenant Thereto shall automatically and without the execution of any further act, deed or thing by any of the Parties hereto, stand terminated, cancelled, revoked, surrendered, released, relinquished etc. in favour of the Promoter for all intents and purposes, and the Promoter shall be entitled to deal with the same in such a manner as the Promoter may deem fit and proper.

Terms and covenants regarding documentation and professional charges

- i) The Advocate has prepared this Agreement and shall draw/draft all the papers and documents and instruments required for and/or in connection with the Said Premises and/or the Project and/or the Said Apartment And Properties Appurtenant Thereto including the Deed of Sub-Lease, the Association Sub-Lease Deed and the Deed of Cancellation as also each of the deeds, documents etc. envisaged herein and/or as

determined by the Promoter from time to time, and each of the deeds, documents etc. shall be in such form and shall contain such particulars and/or covenants and/or stipulations as the Promoter in consultation with the Advocate may deem fit and proper, and the Allottee covenant(s), undertake(s) and commit(s) to accept each of such deeds, documents, instruments etc. as shall be prepared by the Advocate without any dissent or demur bearing in mind that such deeds, documents, instruments etc. have been/would be/would have been drafted in the larger interest of the development proposed at the Said Premises and which would *inter alia* protect the rights and interests of and/or enure to the benefit of all the Apartment Allottees and the Commercial Zone Allottees, provided that the Allottee shall be entitled to obtain independent advice which shall however not absolve the Allottee from his/her/their/its liability to make payment of the legal/professional fees and documentation charges payable by the Allottee to the Promoter.

- ii) The Allottee shall from time to time, without raising any dissent, demur, cavil, objection or protest on any ground whatsoever or howsoever, sign and execute all forms, applications, papers, deeds, documents, maintenance agreements, electricity agreements, manuals, guidelines etc., each as per the formats prepared and/or caused to be prepared by the Advocate, and further the Allottee shall grant such authorities, render such co-operation and do, execute and perform all such acts, deeds and things, each as the Promoter may deem fit and necessary in the interest of the development proposed at the Said Premises.
- iii) It is hereby clarified and unequivocally agreed and understood by the Allottee that the Promoter shall have no liability on any ground whatsoever or howsoever: (a) in the event the benefit of the stamp duty and registration fee paid by the Allottee on this Agreement is not extended to and/or made available to the Allottee at the time of execution and registration of the Deed of Sub-Lease and/or the Association Sub-Lease Deed; and/or (b) for any variation in the amount of stamp duty and/or registration charges payable by the Allottee, including but not limited to those payable on/with respect to this Agreement, the Deed of Sub-Lease, the Association Sub-Lease Deed and the Deed of Cancellation.

Terms and covenants regarding consents and approvals

- i) Any consent or approval under this Agreement must be obtained by the Allottee from the Promoter before the act or event to which it applies/relates to is carried out or done, and the same shall be effective only after such consent or approval is given in writing by the Promoter, and signed by a Person duly authorized by the Promoter.
- ii) In the event where pursuant to this Agreement, the doing or the execution of any act, deed, matter or thing by the Allottee is dependent upon the consent or approval of the Promoter, such consent or approval may be given or withheld by the Promoter at its sole and absolute discretion without the Promoter being required to assign any reason therefor. However, if such consent or approval is granted, it may be given on such terms and conditions as the Promoter may at its sole and absolute discretion deem fit to impose, with the Promoter having the unfettered and absolute right to withdraw and/or revoke at any point of time any such consent/approval if in the opinion of the Promoter, the terms and conditions so stipulated by the Promoter are not being and/or have not been complied with and/or adhered to by the Allottee to the satisfaction of

the Promoter, and such opinion/decision of the Promoter shall be final and binding on the Allottee, which the Allottee accept(s) and consent(s) to, without any dissent or demur.

- iii) The Allottee shall pay to the Promoter, upon demand, any reasonable fees payable by the Promoter to the consultant(s), if any, engaged by the Promoter to examine or advise on the Allottee's application for consent or approval, and further any other expenses incurred by the Promoter in connection with the Allottee's application for consent or approval.

Miscellaneous terms and covenants

- i) The Project shall always be known as "**Sanctuary**", and the Allottee and/or the Association and/or the Apartment Allottees and/or the Commercial Zone Allottees 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 Promoter and/or the Association to change such name under any circumstances.
- ii) None of the Indemnified Parties shall be liable for any direct, indirect, punitive, incidental or consequential loss, claim, demand, damage etc. suffered by the Allottee 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 Allottee agree(s) and undertake(s) to keep each of the Indemnified Parties safe, harmless and indemnified with regard thereto.
- iii) The Allottee agree(s) and accept(s) that irreparable damage would be caused to the Promoter in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached, and thus it is accordingly agreed that the Promoter shall be entitled to specifically enforce the terms and provisions of this Agreement.
- iv) The Allottee acknowledge(s) and agree(s) that the Promoter and the Lessee have entered into this Agreement as independent entities and purely on principal to principal basis, and nothing stated herein shall be deemed to constitute an association of Persons and/or a partnership between/amongst the Allottee and the Promoter along with the Lessee, or be construed as a joint venture between/amongst the Allottee and the Promoter along with the Lessee. The Allottee shall keep each of the other Party(ies) duly indemnified from and against the same.
- v) This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

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 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, 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. [•] being 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. [•] being 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 Agreement 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 Promoter for the parking of car(s) owned by the Allottee within such space(s), as detailed hereinbelow:

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

Schedule B

[Proposed floor plan of the Identified Apartment along with the proposed plan of the Utility Area]

collectively annexed as **Annexure “A”** to this Agreement, it being clarified that all fittings, accessories, equipments, furniture etc. shown in the said plan (which plan is not to scale) 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 and further the internal dimensions mentioned therein are bare wall to wall and above the skirting.

Schedule C

Part - I

(“Application Money”)

Rs. [•]/- (Rupees [•] only)

Part - II

(“Booking Amount”)

A sum of Rs. [•]/- (Rupees [•] only) vide the undernoted cheque/several cheques/bank transfers:

Cheque No. [•], dated [•], drawn on [•] Bank, [•] Branch, [•], for Rs. [•]/- (Rupees [•] only); and

Cheque No. [•], dated [•], drawn on [•] Bank, [•] Branch, [•], for Rs. [•]/- (Rupees [•] only), each of the aforesaid paid with the applicable Taxes and after deduction of TDS

Part - III

(“Total Price”)

Rs. [•]/- (Rupees [•] only)

Part - IV**(“Payment Plan”)**

Milestone	Percentage* (%)
On Booking	10% of the Consolidated Price (which includes the Booking Amount)
On or before execution of this Agreement	10% of the Consolidated Price
On or before such date as may be advised/notified by the Promoter	20% of the Extra Charges
On completion of piling	10% of the Consolidated Price together with 10% of the Extra Charges
On completion of casting of the 2 nd floor roof	7.5% of the Consolidated Price together with 7.5% of the Extra Charges
On completion of casting of the 5 th floor roof	7.5% of the Consolidated Price together with 7.5% of the Extra Charges
On completion of casting of the 10 th floor roof	7.5% of the Consolidated Price together with 7.5% of the Extra Charges
On completion of casting of the 15 th floor roof	7.5% of the Consolidated Price together with 7.5% of the Extra Charges
On completion of casting of the 20 th floor roof	7.5% of the Consolidated Price together with 7.5% of the Extra Charges
On completion of casting of the ultimate roof	7.5% of the Consolidated Price together with 7.5% of the Extra Charges
On completion of flooring of the	7.5% of the Consolidated Price

Identified Apartment	together with 7.5% of the Extra Charges
On completion of the doors and windows of the Identified Apartment	7.5% of the Consolidated Price together with 7.5% of the Extra Charges
On issuance of the Possession Notice	10% of the Consolidated Price together with 10% of the Extra Charges further together with 100% of the Deposits

*each of the aforesaid payable with the applicable Taxes thereon.

Schedule D

(“Apartment Specifications”)

Living and Dining Area

Floor	Imported marble
Wall and Ceiling	Putty
Window	Powder coated aluminium windows
Door Frame (Main Door and Internal Door)	SAL wood or engineered frame
Door Shutter, Main door	Teak wood shutter
Door Shutter, Internal door	Commercial face flush door shutter raw, as per IS Code
Electrical Items	Modular type switches: Legrand/Schneider or equivalent AC point TV point Cable connection point Phone & smart intercom

Bedrooms

Floor	Imported marble
Wall and Ceiling	Putty
Window	Powder coated aluminium windows

Door Frame	SAL wood or engineered frame
Door Shutter	Commercial face flush door shutter raw, as per IS Code
Electrical Items	Modular type switches: Legrand/Schneider or equivalent AC point TV point Cable connection point Phone point

Kitchen

Floor	Anti-skid vitrified tile
Wall & Ceiling	Dado Tile upto 2 feet above the kitchen counter, remaining wall and ceiling with Putty
Window	Powder coated aluminium window
Door Frame	Sal Wood or engineered frame
Door Shutter	Commercial face flush door shutter raw, as per IS Code
Electrical	Modular type switches: Legrand/Schneider or equivalent Power points for a refrigerator, chimney, induction and water purifier
Sink	SS Sink with drain board
CP Fitting	Hot and cold line for kitchen sink Sink Mixer in kitchen sink (Brand: Artize/Kohler/Grohe/Hansgrohe or equivalent)
Counter Top	Granite

Toilets

Floor	Anti-skid vitrified tile
Wall Dado	Glazed Tile upto 7 feet height
Wall & Ceiling	Putty above 7 feet height
Window	Powder coated aluminium windows

Door Frame	SAL wood or engineered frame
Door Shutter	Commercial face flush door shutter raw, as per IS Code
Wet and Dry Zone	Shower enclosure with shower panel and rain shower for master toilet only
Sanitary ware	Wall Hung EWC with concealed cistern Counter Sunk wash basin (Brand: ROCA/TOTO/Duravit or equivalent)
CP Fitting	Single Lever Basin Mixer Single Level Diverter Health Faucet (Brand: GROHE/Hansgrohe/Kohler or equivalent)
Plumbing line	Hot and cold line in wash basin & shower
Pressure Pimp	Only the point shall be provided
Geyser	Only the point shall be provided
Electrical	Modular type switches: Legrand/Schneider or equivalent
Exhaust Fan	Only the point shall be provided

Utility Room & Utility Area (as applicable)

Floor	Ceramic tile
Wall Dado	Glazed ceramic in toilet upto 7 feet height
Wall & Ceiling	Putty for plastered surface
Window	Aluminium window in terms of the drawings and advise of the Architect
Door Fame	Sal wood or engineered frame
Door Shutter	Flush door shutter with raw commercial face
Sanitary ware	Hindware/Cera/Parryware or equivalent
CP Fitting	ESSCO/Parryware or equivalent
Exhaust Fan	Only the point shall be provided

Balconies/Open Private Terrace

Floor	Anti-skid vitrified tile
Railing	Safety glass railing as per architectural drawing

Schedule E**(“Residential Zone Specifications”)**

Ground Floor Lobbies:	Finished in marble
Other Lobbies :	Finished in vitrified tiles or equivalent
Staircases :	Finished in tiles or stone
Car Parking Space :	Finished in cemented flooring
Lifts :	Mitsubishi/Schindler/Otis or equivalent
Electricals :	LED lights in such of the common areas as determined by the Promoter
Amenities :	To be finished as per the specifications of the Architect

Schedule F**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 Promoter, with the present tentative locations thereof hatched **Green** and identified with the numbers 5 and 6 on the plan annexed to this Agreement 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 Agreement 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 Agreement as **Annexure “B”**
5. Common Guard Rooms, hatched **Green** and identified with the numbers 3 and 4 on the plan annexed to this Agreement 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 Promoter, 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 Promoter
8. Underground Fire Water Tanks to be located/installed at such portion(s)/area(s) of the Said Premises as identified by the Promoter
9. Underground Rain Water Tanks to be located/installed at such portion(s)/area(s) of the Said Premises as identified by the Promoter
10. Underground Flushing Water Tanks to be located/installed at such portion(s)/area(s) of the Said Premises as identified by the Promoter

11. Underground Raw Water Tanks to be located/installed at such portion(s)/area(s) of the Said Premises as identified by the Promoter
12. Underground Domestic Water Tanks to be located/installed at such portion(s)/area(s) of the Said Premises as identified by the Promoter
13. Underground Fire & Domestic Pump Room to be located/installed at such portion(s)/area(s) of the Said Premises as identified by the Promoter, along with staircase
14. Such other area, facility, utility and infrastructure if any, as the Promoter 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 Promoter 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 Promoter, 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 Promoter 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
 - ii) 5-A-side Football Field
 - iii) Amphitheatre
 - iv) Sand Pit
 - v) Outdoor Multi-Activity Play Area
 - vi) Garden Slides
 - vii) Interactive Play Mounds
 - viii) Rope Climbing
 - ix) Rock Climbing
 - x) 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 Promoter 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 Promoter 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 Promoter, and the Plaza
12. Such other area, facility, utility and infrastructure if any, as the Promoter may deem necessary.

Schedule G

[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 Promoter 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 Promoter 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 Promoter 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 Allottee and/or any Commercial Zone Allottee.
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 Allottee/the occupant(s)/user(s) of any Apartment/any of the Commercial Zone Allottees/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 Allottees/the user(s)/occupant(s) of any of the Apartments/ any of the Commercial Zone Allottees/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 Allottee/the occupier(s)/user of any Apartment/ any of the Commercial Zone Allottees/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 Promoter 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 Promoter 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 Promoter 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 Promoter 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 H

Part - I

(“Deposits”)

1. CESC electricity meter deposit: At actuals

2. Maintenance deposit: Rs. [•]/- (Rupees [•] only)
3. Sinking fund: Rs. [•]/- (Rupees [•] only)
4. Club maintenance deposit: Rs. [•]/- (Rupees [•] only)
5. Municipal rates and taxes deposit: Rs. [•]/- (Rupees [•] only)

Part - II

(“Extra Charges”)

1. Generator power back-up: Rs. [•]/- (Rupees [•] only)
2. Legal charges which includes the incidental charges for facilitating only the registration of this Agreement and the Deed of Sub-Lease, the charges for formation of the Association, but excludes the stamp duty and registration fees payable by the Allottee respectively on this Agreement, the Deed of Sub-Lease and the Association Sub-Lease Deed: Rs. [•]/- (Rupees [•] only)
3. Reimbursement of costs and expenses charges for carrying out the apportionment and separation in the records of the Kolkata Municipal Corporation in respect of the municipal rates and taxes payable by the Allottee:
At actuals, as advised by the Promoter
4. Reimbursement of CESC costs and expenses for electricity infrastructure:
At actuals, as advised by the Promoter
5. Air-conditioning and Club: Rs. [•]/- (Rupees [•] only)
6. Electric vehicle charging point: As advised by the Promoter

Each of the aforesaid payable with the applicable Taxes thereon.

Schedule I

The Allottee hereby agree(s), covenant(s) and undertake(s) to abide by and comply with *inter alia* 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 Allottees and/or to the Commercial Zone Allottees 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) the Undivided Share shall always and at all times remain undivided, impartible and variable, and not to, at any time, directly and/or indirectly and/or through the Association, make or claim, partition or division of the same or any part thereof on any ground whatsoever or howsoever;
- d) 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 Promoter 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 Promoter being final and binding on the Allottee;
- e) 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 Promoter, 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 Promoter being final and binding on the Allottee;
- f) 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 Promoter 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 Promoter being final and binding on the Allottee;
- g) not to fix or install air conditioner(s) in/at any part or portion of the Subject Apartment;

- h) not to tamper/alter/change or cause/permit any tampering or alteration or change with/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;
- i) not to do any act, deed or thing which may in any manner whatsoever obstruct/impede/ restrict/hinder the construction and/or development and/or completion and/or transfer/ alienation by the Promoter of any part or portion of the Said Premises and/or the Project and the works related thereto 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 Allottee;
- j) not to affix or change or alter the design or the placement of any of the window(s) and/or door(s) 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 Promoter, install or fix grills, shades, awnings, window guards, ventilators etc. and/or alter those if any already installed/ fixed;
- 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 Promoter, 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, fire protection equipment(s), fire detection and smoke extraction systems amongst others at/ within the Subject Apartment, and the Allottee shall be and shall remain solely 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 Allottee shall keep each of the Indemnified Parties and each of the Apartment Allottees, the Commercial Zone Allottees 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 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 Allottees, the Commercial Zone Allottees 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;
- r) 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 Promoter and/or as laid down in the Management & Maintenance Rules and/or in terms of the fit-out mandates/rules formulated by the Promoter and/or by the Association, as the case may be, and the Allottee 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 Promoter 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 Allottee;
- s) after execution of the Deed of Sub-Lease, all repairs and maintenance of any kind as may be desired by the Allottee inside the Said Apartment shall be carried out only by persons authorized or provided by the Promoter and/or the Association and/or the Facilities Management Entity, as the case may be, and the Allottee shall be liable to pay and bear such amounts that the Promoter 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;
- t) 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 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);

- u) 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 Promoter and/or the Association, as the case may be;
- v) not to slaughter or permit to be slaughtered any animals at/within 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 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 Allottees and/or the Commercial Zone Allottees 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;
- w) 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 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 Promoter, and further not to make thereon or on any part thereof any construction(s), structure(s) etc., permanent or temporary or otherwise;
- x) not to alter the elevation and/or the outside colour scheme of 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, which in the opinion of the Promoter *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 Promoter being final and binding on the Allottee;
- y) 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 Promoter, 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;
- z) 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) etc. to/at 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 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 Promoter;

- aa) 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.;
- bb) 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.;
- cc) 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 Promoter or the Association, as the case may be;
- dd) to co-operate with and assist in all manner, the Promoter 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 Promoter 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 Allottee 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 due to any failure, non-adherence, non-compliance, non-observance, non-performance, default or negligence on the part of the Allottee;
- ee) to assist the Promoter in all matters pertaining to the Association and all activities related thereto including for the formation thereof if required, as also for the purpose of inducting and/or making the Allottee a member thereof, and to strictly observe and abide by the Management & Maintenance Rules as also all the rules and regulations that may be framed/formulated and/or amended from time to time by the Promoter, and thereafter by the Association, and without prejudice to the other rights of the Promoter, to pay all the penalties levied/stipulated for non-observance of and/or non-compliance with the same;
- ff) not to form with the other Apartment Allottees 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 Allottees, any association, holding organization, association of persons, firm, entity etc. by whatever name called, other than the Association in the manner advised

- by the Promoter, 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., be formed, the same shall not be recognized by the Promoter or the Association;
- gg) to allow, without raising any objection, the Promoter 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 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 Promoter 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;
- hh) on and from the date of hand over of possession of the Subject Apartment by the Promoter or from the date of the Allottee taking possession of the Subject Apartment or from the Maintenance Charges Payment Commencement Date, whichever be earlier, to regularly and punctually pay, every month and month by month, the Maintenance Charges at such rates as may be decided, determined and apportioned by the Promoter and/or 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;
- ii) 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 Promoter and/or the Association and/or the Facility Management Entity and/or the concerned authorities, as the case may be;
- jj) to pay/make such further sums towards the Deposits and/or other deposits as and when called upon by the Promoter and/or the Association, as the case may be, and further to make good and pay to the Promoter and/or to the Association, as the case may be, all such amounts which may have been deducted/adjusted/paid towards any amount due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee, and to furthermore deposit with the Promoter and/or the Association, as the case may be, such further amounts as may be determined from time to time by the Promoter and/or the Association, as the case may be;
- kk) 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 Promoter may determine;

- ll) not to use/apply the Said Car Parking Space(s) for any purpose other than for the parking of car(s) owned by the Allottee 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;
- mm) 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;
- nn) 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) separately or independently or devoid of the Subject Apartment and/or by way of a separate space to any Person provided that any such alienation/transfer shall at all times be subject to the terms stipulated in this Agreement and/or the Deed of Sub-Lease, as the case may be;
- oo) not to claim any right 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 specific written permission is granted by the Promoter;
- pp) 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 Promoter;
- qq) 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 provided that any such alienation/transfer shall at all times be subject to the terms stipulated in this Agreement and/or the Deed of Sub-Lease, as the case may be;
- rr) not to block any area(s) and/or passage(s) including those comprising the Common Areas;
- ss) to use only such routes of entry into and/or exit from the Said Premises and/or the Tower(s) as specified by the Promoter;
- tt) 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 and/or the Project and/or the Said Premises and/or the other Apartments/areas/spaces save as specifically permitted in writing by the Promoter, 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);

- uu) 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 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;
- vv) not to permit any driver, domestic help, servant, ayah, agent, personnel, employee, staff etc. and/or any other person employed by the Allottee 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;
- ww) 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 Said Car Parking Space(s);
- xx) to use only such power/generator back-up as allocated by the Promoter to the Identified Apartment, and not to demand/claim any further/additional power/generator back-up on any ground whatsoever or howsoever;
- yy) to ensure that all the employees, servants, domestic help, drivers, ayahs, personnel, visitors, agents, contractors etc. of the Allottee strictly abide by the rules framed/amended from time to time by the Promoter 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 aforestated persons in any manner deface, vandalise or bring to disrepute the Project;
- zz) the Promoter 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;
- aaa) the Promoter and/or the associates/affiliates of the Promoter shall have the right till such time as the Promoter may deem fit and proper at its sole and absolute discretion to put up 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 Promoter may deem fit and proper, and *inter alia* for such purpose, the Promoter 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 Promoter and/or by the associates/affiliates of the Promoter;
- bbb) 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 Allottee, such enhancement shall be paid and borne exclusively by the Allottee;

- ccc) after taking hand over of the Subject Apartment in terms of and/or subject to the provisions of this Agreement, the Allottee shall have no manner or nature of right or claim against the Promoter on any ground whatsoever or howsoever save and except limited to that stipulated in Clause 12 read with Clause 34.12 hereinabove;
- ddd) not to amalgamate/join/consolidate/connect the Identified Apartment and/or the Identified Utility Room and/or Said Car Parking Space(s) 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 any car parking space(s) and/or balconies and/or private open terraces and/or space(s) and/or area(s) within/adjacent to any Tower in any manner whatsoever or howsoever even if the Allottee 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 Said Car Parking Space(s) and/or the Balconies and/or the Private Open Terrace(s) if any;
- eee) to comply with all notices, orders and requisitions of the local and/or municipal authorities and/or the Competent Authority and/or all the other concerned authorities including those which may be required to be complied with by the Promoter and/or the Allottee in respect of the Said Apartment And Properties Appurtenant Thereto or any part thereof, all at his/her/their/its own cost and liability;
- fff) 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 Allottee confirm(s) and undertake(s) that the Allottee neither has nor shall have nor shall claim any such right of pre-emption;
- ggg) 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 the Undivided Share and/or of any of the areas/portions comprising the Common Areas;
- hhh) 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;
- iii) to immunize the pets of the Allottee, and at all times to keep the pets on a leash save when inside the Subject Apartment, with the Allottee 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 Allottee;
- jjj) 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 Promoter;
- kkk) not to play upon or cause to be played upon 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;

- lll) not to keep or harbour any bird or animal in the common areas of the Project and/or the Said Premises;
- mmm) not to carry out or permit or allow any games or sporting activities at any part or portion of the Project;
- nnn) 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 by the Promoter;
- ooo) 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 the Tower 1;
- ppp) at such time as the Promoter may determine at its sole and absolute discretion, to cooperate with and assist the Promoter 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 Allottee, 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 Promoter from time to time, and to be and remain 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 Allottees and the Commercial Zone Allottees safe, harmless and indemnified in respect thereof; and
- qqq) to observe, perform, fulfil and comply with all the terms, conditions, covenants, stipulations, restrictions and obligations as stipulated in the Lease Deed, this Agreement, the Deed of Sub-Lease and the Association Sub-Lease Deed, if any, 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 Agreement and/or the Deed of Sub-Lease and/or the Association Sub-Lease Deed, if any, and/or which may in any manner jeopardize/ obstruct/impede/infringe/restrict/hinder the rights of the Lessee under the Lease Deed and/or cause the lease granted in favour of the Lessee to be forfeited and/or surrendered and/or revoked and/or terminated in any manner.

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 **Promoter** at
Kolkata in the presence of:

1. _____

2. _____

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

1. _____

2. _____

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

1. _____

2. _____

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

Drafted by:

[•]

Dated this the day of [•], 20[•]

Between

Belani NPR Projects LLP

... Promoter

And

Nirvana Devcon LLP

... Lessee

And

[•]

... Allottee

Agreement for Sub-Lease

[•]