

## AGREEMENT FOR SUB-LEASE

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

### BY AND BETWEEN

**RIVERFRONT CONDOMINIUM PRIVATE LIMITED**, a Company within the meaning of the Companies Act, 2013 having its registered office at 1002, Eastern Metropolitan Bypass, Police Station \_\_\_\_\_, Post Office \_\_\_\_\_, Kolkata – 700 105 and Income Tax Permanent Account Number \_\_\_\_\_ represented by its Authorised Signatory \_\_\_\_\_, son of \_\_\_\_\_, by faith Hindu, by occupation service, citizen of India, residing at \_\_\_\_\_, Police Station \_\_\_\_\_, Post Office \_\_\_\_\_, Kolkata – 700 \_\_\_\_\_, having Income Tax Permanent Account Number \_\_\_\_\_ and Aadhaar Number \_\_\_\_\_ and hereinafter referred to as “**the Promoter**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and assigns) of the **One Part**

### AND

(1) \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_, by occupation \_\_\_\_\_, having Income Tax Permanent Account Number \_\_\_\_\_ and Aadhaar Number \_\_\_\_\_ (2)  
\_\_\_\_\_ son/daughter/wife of \_\_\_\_\_, by occupation \_\_\_\_\_, having Income Tax Permanent Account Number \_\_\_\_\_ and Aadhaar Number \_\_\_\_\_ both by religion \_\_\_\_\_, citizen of India, residing at \_\_\_\_\_, Police Station \_\_\_\_\_, Post Office \_\_\_\_\_, Kolkata 700 \_\_\_\_\_, and hereinafter jointly referred to as “**the Allottee**” of the **Other Part**

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

### **WHEREAS :**

- A. By and under a Lease Deed dated 21<sup>st</sup> June, 2024 registered at the office of the Additional Registrar of Assurance – II, Kolkata in Book No. I, Volume No. 1902-2024, Pages 414399 to 414933, Being No. 190207843 for the year 2024 (hereinafter referred to as “**the Lease Deed**”) Rail Land Development Authority (hereinafter referred to as “**the RLDA**”) granted a lease in favour of the Promoter herein in respect of the said Land described in **Schedule H** hereto together with the benefit of the building plans sanctioned by the

- (i) The ownership and title of the Ministry of Railways, Government of India in respect of the said Land, the entrustment of the said Land to RLDA for development, the tender and bidding process conducted by RLDA and the said Lease granted pursuant to the same;
- (ii) The Lease Deed and/or the said Lease and the documents forming part thereof which the Allottee has read, understood and accepted including all terms, conditions, covenants, undertakings, restrictions, stipulations, obligations and liabilities contained in the Lease Deed as also in the documents forming part thereof;
- (iii) The leasehold right of the Promoter in respect of the said Land and the said Apartment Unit in terms of and under the said Lease;
- (iv) The Plans and the necessary sanctions, approvals, permissions, etc.;
- (v) Phase wise development of the said Land in several phases; and
- (vi) The Carpet Area, Built-up Area and Super Built-up Area of the said Apartment.

I. The Parties hereby confirm that they are signing this Agreement with knowledge and understanding of all the laws, rules, regulations, notifications, etc. applicable to the Project.

J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws are now willing to enter into this Agreement on the terms and conditions appearing hereinafter. The format of the sample Agreement for Sub-Lease on the basis of which this Agreement has been prepared, has been duly vetted and approved by RLDA.

K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties but subject to the said Lease and the terms, conditions, covenants, undertakings, restrictions, stipulations obligations and liabilities contained in the Lease Deed as also in the documents forming part thereof, the Promoter hereby agrees to sub-lease and the Allottee hereby agrees to obtain sub-lease of the said Apartment Unit described in **Schedule A** for the period commencing from the date of execution of the Deed of Sub-Lease in favour of the Allottee for the residue unexpired term of the said Lease.

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

1. TERMS:

- 1. Subject to the terms and conditions as detailed in this Agreement and the Lease Deed as also in the documents forming part thereof, the Promoter agrees to grant sub-lease to the Allottee and the Allottee hereby agrees to obtain sub-lease in respect of the said Apartment Unit described in **Schedule A** for the period commencing from the date of

execution of the Deed of Sub-Lease in favour of the Allottee for the residue unexpired term of the said Lease.

2. The Total Price/Agreed Premium for obtaining sub-lease of the said Apartment Unit based on the carpet area of the said Apartment is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only (“**Total Price/Agreed Premium**”) as per details mentioned in **Schedule C**. The Allottee has also agreed to make timely payment of the Additional Liabilities and Deposits mentioned in **Schedule G**.

*Explanation:*

- (i) The Total Price/Agreed Premium above includes the Booking Amount paid by the Allottee towards obtaining the sub-lease of the said Apartment.
- (ii) The Total Price/Agreed Premium above includes applicable Goods and Services Tax;

Provided that in case there is any change / modification in the Taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, G.S.T., CGST, if any as per law, and Cess or any other similar taxes and levies which may be levied, in connection with the construction of the Project, by whatever name called), 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 in writing to the Allottee the amount of the instalments of the Total Price/Agreed Premium payable as stated in (i) above and the Allottee shall make the payment demanded within the time specified in Schedule C and/or the time mentioned in such written intimation. In addition, the Promoter shall provide on written request to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies, etc. have been imposed or become effective.
- (iv) The Total Price/Agreed Premium of the said Apartment includes the price of the right to use the Common Areas mentioned in **Part I, Part V and Part VI of Schedule E** and the right to use the said Car Parking Space, if any, as mentioned in this Agreement.
- (v) If applicable, the tax deduction at source (TDS) under Section 194IA of the Income Tax Act, 1961 shall be deducted by the Allottee on the Total Price/Agreed Premium payable to the Promoter and the same shall be deposited by the Allottee with the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within 30 days of such deduction. If such deposit of TDS is not made by the Allottee with the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of

the Allottee under this Agreement and the amount thereof shall be treated as outstanding.

3. In addition to the Total Price/Agreed Premium, the Allottee shall be liable to pay to the Promoter sub-lease rent calculated at the rate of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) per month plus applicable GST to be revised upward by 15 per cent every three years (to be compounded) for the period commencing from the date of execution of the Deed of Sub-Lease in favour of the Allottee for the residue unexpired term of the said Lease. The monthly sub-lease rent for every twelve months shall be payable in advance within the 7<sup>th</sup> day of the first of the twelve months for which the same shall be payable without any deduction or abatement whatsoever.
4. The Total Price/Agreed Premium is escalation free, save and except increases which the Allottee hereby agrees to pay due to increase on account of any increase in carpet area of the said Apartment and/or the development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time and/or increases as may be otherwise applicable or agreed upon. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be payable with subsequent payments.
5. The Allottee shall make the payment of the Total Price/Agreed Premium as per the payment plan set out in **Schedule C ("Payment Plan")**.
6. The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments at mutually agreed terms for the period by which the respective instalment may be preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter and payment being made in terms thereof by the Allottee.
7. It is agreed that the Promoter shall not make any additions and alterations in the Plans, layout plans and specifications (mentioned in Schedule D) and the Common Areas mentioned in Part I, Part V and Part VI of Schedule E in respect of the said Apartment except as permissible or agreed upon, and the Allottee hereby irrevocably consents to the same and waives the requirement of any further consent and the same is and shall be deemed to be the previous written consent under the Act.  
Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee or agreed upon or permissible, or such minor changes or alterations as per the provisions of the Act it being expressly agreed and understood that the Promoter

shall be entitled to carry out any additions and/or alterations in the Plans so long the same does not adversely affect the said Apartment intended to be sub-leased in favour of the Allottee and the Allottee hereby consents to the same and waives the requirement of any further consent.

8. The Promoter shall confirm the final carpet area of the said Apartment that has been allotted to the Allottee after the construction of the Buildings is complete and the Partial Completion Certificate in respect of the said Apartment is granted by the Corporation, by furnishing details of the changes, if any, in the Carpet Area. The Total Price/Agreed Premium payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Carpet Area within the defined limit then the Promoter shall refund the excess money paid by Allottee within forty-five days with interest at the rate specified in Rule 17 of the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area, allotted to the Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C** or within 15 days of demand, whichever is earlier. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.
9. Subject to the Allottee not committing any default in terms of this Agreement including under Clause 9.3 and subject to the said Lease, the Promoter agrees and acknowledges that the Allottee shall be granted sub-leasehold rights in respect of the said Apartment for the period commencing from the date of execution of the Deed of Sub-Lease in favour of the Allottee for the residue unexpired term of the said Lease as mentioned below:
  - (i) The Allottee shall have exclusive sub-leasehold rights in respect of the said Apartment and the right to use the said Car Parking Space described in Schedule A for the aforesaid period.
  - (ii) The Allottee shall have right of common use of the Common Areas mentioned in Part I, Part V and Part VI of Schedule E for the aforesaid period. The Allottee shall use the Common Areas mentioned in Part I, Part V and Part VI of Schedule E along with the Promoter, other Unit Allottees, occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them and subject to making timely payment of the proportionate annual lease rent, maintenance charges, land revenue, Corporation taxes and other liabilities and charges as applicable. It is clarified that the Promoter shall transfer undivided proportionate sub-leasehold right in the Common Areas to the Association of the Allottees as provided in the Act after completion of the Project upon grant of the Completion Certificate by the Corporation in respect of the Project. All expenses and outgoings for preparation and registration of such document in favour of the Association including stamp duty,

- registration fees, legal fees, incidental expenses, etc. shall be paid by the Association and/or the Unit Allottees including the Allottee herein without any amount being required to be contributed by the Promoter. The Allottee agrees, undertakes and covenants to make timely payment of his share of such expenses and outgoings within 7 days of demand;
- (iii) That the computation of the price of the said Apartment includes the construction of not only the said Apartment but also the Common Areas (mentioned in **Part I, Part V and Part VI of Schedule E**) proportionately and includes cost for providing all facilities, amenities and specifications to be provided within the said Apartment as mentioned in **Schedule D**. The Allottee has also agreed to make timely payment of the Additional Liabilities and Deposits mentioned in **Schedule G**. The Additional Liabilities and Deposits are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on the part of the Allottee and the consequences mentioned in Clause 9.3 shall follow.
  - (iv) In terms of the Lease Deed and the documents forming part of the Lease Deed, the Promoter is entitled to only sub-lease the Units to be constructed on the said Land and is not entitled to sub-lease the said Land or any portion thereof. Accordingly, notwithstanding anything to the contrary contained elsewhere, it is expressly agreed and accepted by the Allottee that no sub-lease is being agreed to be granted and/or shall be granted in respect of the said Land or any portion thereof in favour of the Allottee and the Allottee undertakes and covenants not to make any claim or demand for sub-lease of the said Land or any portion thereof.
  - (v) Notwithstanding anything to the contrary contained elsewhere, it is clarified that at the request of the Allottee, the Promoter has agreed to construct and complete the said Apartment in bare condition as per specifications mentioned in Schedule D. The Internal Finishing shall be done by the Allottee at the Allottee's own costs. The Agreed Premium/Total Price does not include the costs of Internal Finishing which is payable by the Allottee directly to other entities, in addition to payment of the Agreed Premium/Total Price to the Promoter.
10. It is made clear by the Promoter and the Allottee agrees that the said Apartment Unit shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other previous project in its vicinity or otherwise. It is clarified that Project's facilities and amenities shall be available in phases only for use and enjoyment of all the present and future Allottees of the Project.

11. It is understood by the Allottee that all other areas, that is, areas and facilities falling outside the Project and/or not specifically included in the Common Areas under this Agreement shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.
12. The Promoter agree(s) to pay all outgoings relating to the said Apartment Unit before transferring the physical possession of the said Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including ground rent, municipal or other local taxes, charges for water or electricity, Maintenance Charges, repayment of mortgage loan taken by the Promoter and interest on such mortgages or other encumbrances on the said Apartment Unit and such other proportionate liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the physical possession of the said Apartment to the Allottee, then the Promoter agrees to be liable, even after the transfer of physical possession of the said Apartment, to pay such outgoings and charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
13. The Allottee has paid a total sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as Booking Amount being part payment towards the Total Price/Agreed Premium of the said Apartment Unit at the time of application and/or thereafter, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price/premium of the said Apartment Unit as prescribed in the Payment Plan mentioned in **Schedule C** whether demanded by the Promoter or not, within the time and in the manner specified therein;  
Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones subject to Force Majeure and reasons beyond control, the Allottee shall make all payments, whether demanded by the Promoter or not, within the stipulated time as mentioned in the Payment Plan through Demand Draft or account payee Cheque in favour of the Promoter.

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

3.1 The Allottee, if resident outside India, shall intimate the same in writing to the Promoter and be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and

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

- 3.2 The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. Under no circumstances shall the Promoter be liable or responsible for any delay, default, non-compliance or violation by the Allottee. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and to comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment Unit applied for herein in any way 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 and appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the said Apartment Unit, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE:**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall take steps to abide by the time schedule for completing the phase of the Project comprising the said Apartment and handing over the said Apartment to the Allottee after receiving the Partial Completion Certificate in respect of the phase of the Project comprising the said Apartment subject to reasons beyond control and Force Majeure. Similarly, the Allottee shall make timely payments of the instalments and other dues payable by him and comply with the other obligations under this Agreement subject to the simultaneous completion of



construction of the said Apartment by the Promoter as provided in Schedule C (“Payment Plan”).

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Apartment and accepted the floor plan which has been approved by the Corporation, the Total Price/Agreed Premium and Payment Plan mentioned in **Schedule C** and the Additional Liabilities and Deposits mentioned in **Schedule G** and the specifications (mentioned in **Schedule D**), the Common Areas mentioned in Part I, Part V and Part VI of **Schedule E**. The Promoter shall construct the said Apartment in accordance with the said layout plans, floor plans and specifications and subject to the terms of this Agreement and the understanding between the parties, the Promoter undertakes to abide by such plans approved by the Corporation.

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

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

The Promoter agrees and understands that timely delivery of possession of the said Apartment to the Allottee is the essence of the Agreement subject to full payment and compliance by the Allottee under this Agreement including as mentioned in Clause 7.1A below as also subject to Force Majeure and reasons beyond control. The Promoter, based on the approved plans and specifications, assures to hand over the said Apartment within the date mentioned in Schedule A unless there is delay or failure due to Force Majeure including but not limited to war, flood, drought, fire, cyclone, earthquake, epidemic, pandemic, lockdown, governmental restrictions or any other calamity caused by nature or anything affecting the regular development of the real estate project or due to reasons beyond control. If, however, the completion of the Project is delayed due to Force Majeure conditions or for reasons beyond control, then the Allottee agrees that the Promoter shall be entitled to extension of time for delivery of possession of the said Apartment Provided that such Force Majeure conditions or reasons are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall be terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allottee towards the Total Price/Agreed Premium without any interest within 45 days from the date of termination or within such further time as may be agreed between the parties. The liability of the Promoter to refund any amount to the Allottee shall arise only upon execution and registration of a Cancellation Agreement at the costs of the Allottee. After notice of termination, the Allottee agrees that he/she shall not have any rights,

claims, etc. whatsoever against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement and no other amount whatsoever shall be payable by the Promoter.

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

7.2 **Procedure for taking Possession-** The Promoter, upon issue of the Partial Completion Certificate by the Corporation in respect of the concerned phase of the Project comprising the said Apartment, shall offer in writing (“**Notice for Possession**”) the possession of the said Apartment to the Allottee in terms of this Agreement to be taken by the Allottee within three months from the date of issue of the Notice for Possession and the Promoter shall give possession of the said Apartment to the Allottee subject to due compliance of Clause 7.1A by the Allottee and subsequently the Deed of Sub-Lease in favour of the Allottee shall be executed by the Promoter and the Allottee. The Allottee, after issue of notice for taking possession, agrees to pay the proportionate annual lease rent, Maintenance Charges as determined by the Promoter/Association, Corporation taxes and other outgoings in respect of the said Apartment Unit from the date of issuance of such Partial Completion Certificate. The Promoter shall offer the possession to the Allottee in writing within 30 days of receiving the Partial Completion Certificate relating to the said Apartment.

7.3 **Failure of Allottee to take possession of the said Apartment-** Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall make full payment of all dues and comply with all its obligations as mentioned in Clause 7.1A and thereafter take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and other documentation prepared by the Promoter through the Project Advocates including those prescribed in this Agreement and the Promoter shall give possession of the said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall be liable to pay a sum of Rs. \_\_\_\_\_/- per month as Holding Charges till the date when actual possession is taken by the Allottee and the Allottee shall continue to be liable to make all payments and comply with all obligations as mentioned in Clause 7.1A and shall also be liable to pay proportionate annual lease rent, Maintenance Charges,

Corporation taxes and other outgoings as specified in Clause 7.2 from the date mentioned therein irrespective of possession not being taken by the Allottee and interest at the rate specified in Rule 17 of the Rules shall also be payable on the delayed payment.

- 7.4 **Possession by Allottee-** After obtaining the Completion Certificate and handing over physical possession of all the Units of the Project to all the Unit Allottees, it shall be responsibility of the Promoter to complete the Common Areas mentioned in Part I, Part V and Part VI of Schedule E and hand over the necessary documents and plans, including Common Areas mentioned in Part I, Part V and Part VI of Schedule E, to the Association as per the local laws.
- 7.5 **Cancellation by Allottee-** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act subject to the Allottee having complied with all his obligations under this Agreement till that time including making timely payment of all amounts payable under this Agreement till that time and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law; Provided that where the Allottee proposes to cancel/withdraw from the Project without any default of the Promoter under this Agreement, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment. The balance amount of money, if any, paid by the Allottee to the Promoter towards the Total Price/Agreed Premium shall only be returned by the Promoter to the Allottee without any interest upon cancellation within such time as may be agreed between the parties. Further, in case of a falling market, the amount refundable will be further reduced by the extent of the difference in amount receivable on a fresh sub-lease of the said Apartment to another allottee and the Total Price/Agreed Premium of the Allottee if the current Total Price/Agreed Premium is more than the fresh sub-lease premium. The liability of the Promoter to refund any amount to the Allottee shall arise only upon execution and registration of a Cancellation Agreement at the costs of the Allottee. It is expressly agreed that the fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage etc. shall not be refundable under any circumstances in case of any cancellation of this Agreement for any reason including under this clause. The Promoter shall not have any other liability or obligation whatsoever and shall be entitled to sub-lease the said Apartment Unit to anyone else without any reference to the Allottee after the date of termination.
- 7.6 **Compensation.-** The Promoter shall compensate the Allottee in case of any loss caused to him due to defective leasehold right in respect of

the said Land that is known to the Promoter but has not been disclosed to the Allottee or which the Allottee could not have found out in spite of due diligence and care, in the manner as provided under the Act subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law. It is further made clear that under no circumstances shall the Promoter be liable for any defective leasehold right not attributable to the Promoter and/or for any defect that existed prior to grant of lease in respect of the said Land in favour of the Promoter.

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

Provided that where the Allottee does not withdraw from the Project, the Allottee may claim from the Promoter interest at the rate specified in Rule 17 of the Rules for every month of delay, till the handing over of the possession of the said Apartment which shall be paid by the Promoter to the Allottee within forty five days or any extended period of time of it becoming due subject to the Allottee having made timely payment of the full amounts of the Total Price/Agreed Premium mentioned in **Schedule C** as per the Payment Plan mentioned therein as also the timely payment of all the Additional Liabilities and Deposits mentioned in **Schedule G** prior to the scheduled date of delivery of possession and subject to the Allottee complying with all his obligations under this Agreement and/or otherwise under the law

and subject to the Allottee not committing any breach, default or violation. Any interest or compensation payable to the Allottee may be adjusted against the interest receivable by the Promoter from the Allottee for delayed payment in terms of this Agreement.

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

The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter has marketable leasehold right with respect to the said Land subject to and in terms of the said Lease. The Promoter has actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project created by the Promoter; **[Note: In case any loan or construction finance is taken by the Promoter at any time then that should be mentioned here]**
- (iv) As per the knowledge of the Promoter, there are no litigations pending before any Court of law or Authority with respect to the leasehold right of the Promoter in respect of the said Land, Project or the said Apartment;
- (v) All approvals, licenses and permits issued by the Corporation with respect to the Project, said Land and the said Apartment are valid and subsisting and the approvals that may be pending shall be obtained by the Promoter. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the said Land, the Buildings and the said Apartment and Common Areas mentioned in Part I, Part V and Part VI of Schedule E;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sub-lease or any other agreement/arrangement with any person or party with respect to the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement; **[Note: In case any loan or construction finance is taken by the Promoter at any time then that should be mentioned here]**
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from sub-leasing the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Deed of Sub-Lease, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the said Apartment to the Allottee while the Common Areas mentioned in Part I, Part V and Part VI of Schedule E shall be handed over to the Association of Allottees after completion of the Project and execution and registration of the Deed of Sub-Lease in favour of the Association in respect of the Common Areas;

- (x) The said Apartment is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Apartment;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Land to the Corporation till the Completion Certificate is issued;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Apartment) has been received by or served upon the Promoter in respect of the said Land and/or the Project to the best of its knowledge and belief;
- (xiii) The said Land is not Waqf property.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

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

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

stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:

- (i) Stop making further payments to 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 be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee towards the Total Price/Agreed Premium for obtaining sub-lease of the said Apartment, along with interest at the rate specified in Rule 17 of the Rules within forty-five days of receiving the termination notice or within such further time as may be agreed between the parties. The liability of the Promoter to refund any amount to the Allottee in such event shall arise only upon execution and registration of a Cancellation Agreement at the costs of the Allottee. If the Promoter accepts such termination then the Promoter shall from the date of termination be free to sub-lease the said Apartment Unit to anyone else without waiting for formal execution of the Cancellation Agreement and without any reference to the Allottee whose rights and/or entitlements shall come to an end forthwith upon termination. The fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage etc. shall not be refundable. If, however the Allottee does not withdraw from the Project within forty-five days of the date specified in Clause 7.1, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and the option of withdrawal shall not be applicable and/or shall cease to be valid or have effect;

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate specified in Rule 17 of the Rules, for every month of delay till the handing over of the possession of the said Apartment and subject to the Allottee complying with all his obligations under this Agreement and/or otherwise under the law and subject to the Allottee not committing any breach, default or violation.

- 9.3 The Allottee shall be considered under a condition of Default, on the occurrence of inter alia the following events:
- (i) In case the Allottee fails to make payments of the demands made by the Promoter as per the Payment Plan under **Schedule C** hereto and/or timely payment of the Additional Liabilities and Deposits under **Schedule G** hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay

- interest to the Promoter on the unpaid amount at the rate specified in Rule 17 of the Rules for the period of delay;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment/Agreement of the said Apartment in favour of the Allottee and refund the money paid to the Promoter by the Allottee towards the Total Price/Agreed Premium by deducting the Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated and the Promoter shall be free to sub-lease the said Apartment Unit to anyone else without waiting for formal execution of the Cancellation Agreement and without any reference to the Allottee whose rights and/or entitlements shall come to an end forthwith upon termination and the Allottee hereby consents to the same. However, the liability of the Promoter to refund any amount to the Allottee shall arise only upon execution and registration of a Cancellation Agreement at the costs of the Allottee. The fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage, etc. shall not be refundable.

9.4 The Promoter shall have the right to cancel this Agreement if the Allottee creates any nuisance, obstructs the development of the Project or in any manner prohibits the Promoter from carrying out development of the said Land in any manner whatsoever. The Promoter may exercise this right of cancellation at its sole discretion and without any liability or obligation towards the Allottee. The Promoter's decision to cancel this Agreement shall be final and binding upon the Allottee and the Allottee shall have no right to challenge or dispute such cancellation. In case of such cancellation by the Promoter the provision of Clause 7.5 including regarding termination, forfeiture and refund shall be applicable.

## 10. **SUB-LEASE OF THE SAID APARTMENT:**

The Promoter, on receipt of Total Price/Agreed Premium of the said Apartment as per Clause 1.2 and the Additional Liabilities and Deposits mentioned in **Schedule G** and all other amounts or dues payable by the Allottee hereunder or in law in respect of the said Apartment Unit including Maintenance Charges, electricity charges, Corporation and other taxes and levies and other outgoings from the Allottee and due compliance by the Allottee of all his obligations under this Agreement or otherwise under law, shall execute a Deed of Sub-Lease in respect of the said Apartment Unit within 3 months from



the date of issuance of the Partial Completion Certificate in respect of the said Apartment Unit, to the Allottee subject to the said Lease.

However, in case the Allottee fails to pay any amount including depositing the stamp duty and/or registration charges and/or incidental expenses and/or legal expenses within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the Deed of Sub-Lease in his/her favour till full and final settlement of all dues and payment of stamp duty and registration charges and incidental expenses to the Promoter is made by the Allottee for which the Allottee shall remain solely responsible. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies / penalties imposed by the competent authorities.

**11. MAINTENANCE OF THE BUILDINGS/ APARTMENT/ PROJECT**

Subject to payment of maintenance charges by all the Unit Allottees of the Project (including the Allottee herein) the Promoter shall be responsible to provide and maintain essential services in the Project till the offer to the Association to take over of the maintenance of the Project upon the issuance of the Completion/Occupancy Certificate of the Project. The cost of such maintenance has not been included in the Total Price/Agreed Premium of the said Apartment and the same shall be paid by the Allottee as agreed with the Promoter forthwith upon demand.

**12. DEFECT LIABILITY:**

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

is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the Unit Allottees and/or occupants of the Building.

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

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

14. **RIGHT TO ENTER THE SAID APARTMENT FOR REPAIRS :**

The Promoter/Maintenance Agency/Association shall have rights of unrestricted access to all Common Areas mentioned in **Schedule E** as also the garages/covered parking and Car Parking spaces for providing necessary maintenance and repair services and the Allottee agrees to permit the Association and/or Maintenance Agency to enter into the said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to cause necessary repairs and maintenance and set right any defect

15. **USAGE :**

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

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

16.1 Subject to Clause 12 above, the Allottee shall after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Buildings, or the said Apartment or the Common Areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment and shall keep the said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Buildings is not in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Buildings or anywhere on the exterior of the Project, Buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said Apartment or place any heavy material in the common passages or staircase of the Buildings. The Allottee shall also not remove or damage any wall including the outer and load bearing wall of the said Apartment.

16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or Maintenance Agency.

16.4 The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions mentioned in Clauses 16.1 to 16.3.

16.5 The Allottee agrees, covenants and undertakes to observe and comply with the covenants and/or house rules mentioned in **Schedule I** and shall be liable and responsible for all losses and damages arising in case of default, violation and/or breach of any of them.

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

The Allottee is entering into this Agreement for obtaining sub-lease of the said Apartment with the full knowledge of all laws, rules and regulations, notifications, etc. applicable to the Project. The Allottee hereby undertakes that he shall comply with and carry out from time to time after he has taken over possession of the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority at his own costs.

18. **ADDITIONAL CONSTRUCTIONS:**

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

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

*[Note: In case any loan or construction finance is taken by the Promoter at any time then that should be mentioned here]* After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force such mortgage or charge shall not affect the right and interest of the Allottee who has obtained or agreed to obtain sub-lease of the said Apartment Provided However, the Allottee hereby irrevocably consents that the Promoter shall be entitled to take loans and/or financial assistance for the purpose of implementation and execution of the Project and that for obtaining such loans and/or financial assistance from Banks/Financial Institutions/ Finance Companies or corporate bodies, the Promoter shall be entitled to create charge and/or mortgage in respect of the leasehold right of the Promoter in respect of the said Land and/or the Buildings in favour of the Banks/Financial Institutions/ Finance Companies or corporate bodies granting such loans. However, at any time after execution of this Agreement for Sub-Lease but on or before the execution of the Deed of Sub-Lease in respect of the said Apartment Unit, a release/no objection/ clearance shall be obtained by the Promoter from the concerned Banks/Financial Institutions/ Finance Companies or corporate bodies regarding sub-lease of the said Apartment Unit. The Allottee shall be entitled to take loans for the purpose of obtaining sub-lease of the said Apartment Unit from Banks/Financial Institutions/ Finance Companies or corporate bodies, granting such loans provided that such loans are in accordance with and subject to this Agreement and the loans taken/to be taken by the Promoter. In the event of any conflict in the terms of the housing loan documents and this Agreement, the terms of this Agreement shall prevail.

20. **APARTMENT OWNERSHIP ACT:**

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

21. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, pays the applicable stamp duty and registration fees and appears for registration of the same before the concerned registration authority as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or to pay the applicable stamp duty and registration fees and to appear before the concerned registration authority for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, shall be treated as cancellation of this Agreement by the Allottee without any default of the Promoter and in such case the provision of Clause 7.5 including regarding termination, forfeiture and refund shall be applicable. It is made clear that the Allottee shall not be entitled to any interest or compensation whatsoever.

22. **ENTIRE AGREEMENT:**

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

23. **RIGHT TO AMEND:**

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

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

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

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

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

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

26. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the

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

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

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

**28. FURTHER ASSURANCES:**

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

**29. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by or on behalf of the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee in Kolkata after the Agreement is duly executed by the Allottee. After execution this Agreement shall be registered at the office of the Registrar, District Sub Registrar, Additional District Sub Registrar and/or any other authority having jurisdiction to register this Agreement. Hence this Agreement shall be deemed to have been executed at Kolkata within the jurisdiction of the Courts 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 the Promoter by Registered Post at their respective addresses specified below:

**Name and Address of Allottee:**

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Name and Address of Promoter:**

Riverfront Condominium Private Limited of 1002, Eastern Metropolitan Bypass, Kolkata – 700 105

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

31. **JOINT ALLOTTEES:**

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

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

32. **GOVERNING LAW:**

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

33. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be referred to Arbitration under the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall consist of a sole Arbitrator to be appointed in



accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the sole Arbitrator shall not be bound to follow the rules of evidence and shall have summary powers and may make interim orders and Awards, whether interim or final. The Award/Awards made by the Arbitrator shall be final and the parties agree to be bound by the same.

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

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

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

(i) Notwithstanding anything to the contrary contained elsewhere in this Agreement or otherwise, it is expressly acknowledged and agreed by the Allottee that prior to entering into this Agreement and prior to making any payment, the Allottee has read, understood and accepted the terms, conditions, covenants, undertakings, restrictions, stipulations, obligations and liabilities contained in the Lease Deed as also in the documents forming part thereof which shall be unconditionally, irrevocably and fully binding on him and the Allottee agrees, undertakes and covenants to fully comply with the same.

(ii) The Allottee is aware that the Land is a leasehold land governed by the terms and conditions of the said Lease Deed and the documents forming part thereof. The Allottee agrees, undertakes and covenants not to commit any breach, default or violation thereof and not to do any act, deed, matter or thing and/or omit to do anything which may adversely affect the said Lease in any manner whatsoever and/or whereby and/or by reason whereof the said Lease is liable to be terminated under the terms and conditions thereof and/or by reason whereof the Promoter may be treated to be in breach of any of its obligations or undertakings under the said Lease and/or otherwise and/or which may in any manner expose the Promoter to any potential or actual financial or other liability or obligation and/or to any adverse action and/or which may in any way hinder, delay and/or otherwise adversely affect the Project and/or its development, marketing and disposal in any manner whatsoever and the Allottee hereby

indemnifies and agrees to keep the Promoter fully indemnified and harmless regarding the above.

(iii) The Allottee declares and confirms that prior to the execution of this Agreement the Allottee has independently made himself aware of all applicable laws, rules, regulations, notifications, guidelines, approvals, permissions, sanctions, no objections, permissions, registrations etc. relating to the Project and has fully satisfied himself regarding the same.

(iv) The Allottee agrees, undertakes and covenants not to commit any breach, default or violation of any of the terms, conditions, undertakings, declarations etc. relating to the Approvals and to fully comply with the same and the Allottee hereby indemnifies and agrees to keep the Promoter fully indemnified and harmless regarding the above.

(v) The Ministry of Railways, Government of India is the owner of Premises free from all encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, licenses, occupancy rights, liabilities, attachments, trusts, debutters, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, vestings, alignments, easements and lispensens whatsoever and No Encumbrance Certificate stating the same has been duly issued by RLDA.

(vi) The said Land is owned by the Railways and has been entrusted to RLDA for development. The said Lease has been granted after following a tendering process. In view of the said Land being owned by the Railways, certain benefits, advantages, exemptions etc. are applicable to the same under the applicable laws and the Promoter is and shall be entitled to the benefit of the same for the purpose of development, construction and marketing of the Project and necessary assistance regarding the same has been and shall continue to be provided by RLDA.

(vii) The access to the said Premises has been at present planned through 2(two) gates out of which Gate nos. 2 shown in the Map or Plan annexed hereto shall be used by the Unit Allottees including the Allottee herein on a regular basis and the right of access to the Premises through Gate no. 1 from the main road side through the balance land of RLDA over the 6 meter wide road to be constructed by the Promoter may be used by the Unit Allottees only in case of emergency and in accordance with the undertaking given to RLDA under the said Lease and the Allottee hereby agrees and undertakes not to commit any breach, default or violation of the undertaking and to fully comply with the same and the Allottee hereby indemnifies and agrees to keep the Promoter fully indemnified and harmless regarding the above.

(viii) Notwithstanding anything to the contrary contained elsewhere in this Agreement or otherwise it is expressly agreed and declared that the undertakings, covenants and/or indemnities granted and/or agreed upon by the Allottee in favour of the Promoter under this Agreement and/or the Sub-Lease Deed be made pursuant hereto are and shall always remain unconditional, irrevocably and continuing without any time limit and all indemnities by the Allottee shall cover and indemnify the Promoter fully in all respects including of, from and against all claims, demands, actions, legal proceedings, losses, damages, liabilities, costs, charges and expenses etc. without any limitation.

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

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

(xi) With effect from the Date of Possession and/or the date of expiry of the period specified in the Notice mentioned in Clause 7.2, whichever is earlier, the Allottee shall be deemed to have fully satisfied himself in all respects including the Plans, the construction and the quality, specifications and workmanship thereof, the carpet area and built-up area and super built-up area, the quality of materials used, the structural stability and completion of the Buildings, the Common Areas mentioned in Part I, Part V and Part VI of Schedule E, the said Apartment, etc. and shall not thereafter be entitled to raise any

objection or make any claim regarding the same. Notwithstanding anything contained in Clause 12 hereinabove the Promoter shall not be liable to rectify any defect occurring under the following circumstances:-

- (a) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee takes over possession of the said Apartment, the Promoter will not have any responsibility or liability for waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- (b) If there are changes, modifications or alteration in electrical lines and wirings after the Allottee takes over possession of the said Apartment, the Promoter will not have any responsibility or liability for any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- (c) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not have any responsibility or liability for door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- (d) If the Allottee after taking actual physical possession of the said Apartment executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the said Apartment by making any changes in the said Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter and the Promoter will not have any responsibility or liability for rectifying such defects;
- (e) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. The Promoter will not have any responsibility or liability for rectifying such cracks.
- (f) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his/her agents in the manner in which same is required to be maintained.
- (g) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas including those mentioned in Part I, Part V and Part VI of Schedule E and/or in the said Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not

under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.

(h) If the Architect certifies that any purported defects are not manufacturing defect or due to poor workmanship or poor quality.

(i) Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the said Apartment (which inspection Promoter shall endeavour to complete within 15 days of receipt of the notice from the Allottee), alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove and the Allottee shall not be entitled to any cost or compensation in respect thereof.

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

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

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

(xv) If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Buildings or any portion thereof including

further constructions, additions and/or alterations from time to time and/or in the sub-lease of any Unit or portion of the Buildings and/or in the use and enjoyment of the Common Areas in the said Land as also in the use and enjoyment of the Club (to be constructed in future on a portion of the Project Land) by the owners/occupants of all the phases of the Project, then in that event the Allottee shall also be liable to pay to the Promoter compensation and/or damages that may be quantified by the Promoter.

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

(xvii) The (a) the open and covered spaces in the Buildings and the said Land that are not included in the Common Areas mentioned in **Part I, Part V and Part VI of Schedule E**, (b) the Common Areas mentioned in **Part II, Part III and Part IV of Schedule E**, (c) the Roofs of the Buildings at the Premises excluding the Common Roof Area for Towers, (d) the other Apartments, Apartment Units, Commercial Spaces, Commercial Units, Town Houses, Town House Units, Villas, Villa Units, Open Terraces, servants quarters, drivers quarters and Car Parking Spaces in the Buildings (except the right to park medium sized car(s) in the said Car Parking Space) and/or the Premises, (e) the right of further construction on any part of the open land/space comprised in the said Land or raising of any additional floor/storey/construction on the roofs of the Buildings including the Common Roof Area for Towers and the Common Roof Area for Commercial Building and (f) the Club to be constructed in future on a portion of the said Land and the Club Land; are NOT intended to be and shall NOT be sub-leased/transferred in favour of the Allottee and the Allottee shall have any right, title, interest, claim or entitlement whatsoever in respect thereof in as much as the same shall belong exclusively to the Promoter and the Promoter shall be entitled to use, utilise, sub-lease, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by the Promoter in its absolute discretion, without any reference to the Allottee who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Allottee may be entitled to, both in law or any equity, in favour of the Promoter.

(xviii) The entitlement of the Allottee in respect of the Common Areas mentioned in Part I, Part V and Part VI of Schedule E shall be variable depending on Additional/Further Constructions, if any, made by the Promoter from time to time and the Allottee hereby irrevocably consents to the same. Any such variation shall not affect the Total Price / Agreed Premium and no claim can be raised regarding the same by the Allottee and the Allottee shall not be entitled to and covenants

not to demand any refund out of the Total Price / Agreed Premium paid by the Allottee on the ground of or by reason of any variation and/or any Additional/Further Constructions.

(xix) The Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roofs (including Common Roof Area for Towers and the Common Roof Area for Commercial Building) and boundary walls of the Buildings and/or other areas in the Buildings and/or the Premises by putting up hoardings, display signs, neon signs, lighted displays, etc. and all costs regarding the same shall form part of Common Expenses and no one including the Allottee, Unit Allottees and the Association shall be entitled to object or to hinder the same in any manner whatsoever. The Promoter and its agents shall be entitled to have unhindered access to the roofs (including Common Roof Area for Towers and the Common Roof Area for Commercial Building) and boundary walls of the Buildings and/or other areas in the Buildings and/or the Premises for maintenance, repairs, replacement, etc. of its hoardings, display signs, neon signs, lighted displays, etc. and the Allottee hereby consents to the same and no one including the Allottee, Unit Allottees and the Association shall be entitled to object or to hinder such access in any manner whatsoever. No one including the Allottees and the Association shall have any right to remove, change, alter and/or damage the name and/or brand and/or logo installed and/or displayed and/or maintained by the Promoter.

(xx) The Promoter may permit and/or grant rights to outside/third parties against payment of consideration/charges to the Promoter for setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems on the Common Areas (including those mentioned in Part I, Part V and Part VI of Schedule E) of the Buildings and/or on the roofs of the Buildings including the Common Roof Area for Towers and the Common Roof Area for Commercial Building and no one including the Allottee, other Unit Allottees, the Association or any other entity shall be entitled to object to or hinder the same in any manner whatsoever. Solar Panels may be installed on a portion of the Common Roof Area for Towers and the Common Roof Area for Commercial Building as may be required under law.

(xxi) Though the Allottee may obtain loan in terms of Clause 19, the Allottee shall not have any right or lien in respect of the said Apartment Unit till execution and registration of the Deed of Sub-Lease after payment of all amounts by the Allottee.

(xxii) The Deed of Sub-Lease and all other papers and documents in respect of the said Apartment Unit and the Premises shall be prepared

and finalised by the Project Advocates as per the Form of Sample Sub-Lease Deed approved by RLDA and the Allottee has agreed and undertaken to accept and execute the same within 15 days of being required by the Promoter after complying with all obligations that are necessary for the same. In default, the Allottee shall be responsible and liable for all losses and damages that the Promoter may suffer.

(xxiii) The Promoter shall take steps for formation of the Association. Any association, company, syndicate, committee, body or society formed by any of the Unit Allottees without the participation of the Promoter shall not be entitled to be recognised by the Promoter and shall not have any right to represent the Unit Allottees or to raise any issue relating to the Buildings or the Premises. The maintenance of the Premises shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such formation the Association shall be responsible for the maintenance of the Buildings and the Premises and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the Premises to the Association, the Promoter shall transfer and make over the Deposits, if any, that may have been made by the Unit Allottees, to the Association after adjusting its dues, if any. Notwithstanding anything to the contrary contained elsewhere in this Agreement or otherwise, it is expressly clarified and agreed that the Promoter shall have the option of forming one Association for the entire Project or several Associations with a Federation above them. For example, all or some of the Towers together may have one or more separate Associations and the Villas and the Town Houses may have one or more separate Associations and the Commercial Building may have a separate Association. In case of there being more than one Association in the Project, a Federation of such Associations shall be formed at the appropriate time as per applicable provisions of law and the Association for the Commercial Building may be included in the Federation if permitted under law.

(xxiv) All the Unit Allottees as also the Allottee herein shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Promoter.

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

(xxvi) The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency



and the Allottee hereby consents to the same and shall not be entitled to raise any objection thereto.

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

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

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

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

(xxxii) The obligations and covenants of the Allottee in respect of the user, maintenance and enjoyment of the said Apartment Unit, the Common Areas mentioned in Part I, Part V and Part VI of Schedule E, the Buildings and the Premises including payment of proportionate annual lease rent, Maintenance Charges, electricity charges, Corporation and other taxes and other outgoings are more fully specified in Clause 15 and Schedule I and the same shall be binding on the Allottee. It is expressly made clear that after issue of the Notice for Possession all costs, expenses and outgoings in respect of the said Apartment Unit including for Maintenance Charges, electricity charges, Corporation taxes and other outgoings, charges, rates, taxes, levies, cess, deposits including security deposits or assessments pertaining to the said Apartment Unit, shall become payable by the Allottee from the date of issuance of the Partial Completion Certificate in respect of the said Apartment notwithstanding anything to the contrary contained in Clause 15 or elsewhere in this Agreement. Such liability shall continue till the same is paid by the Allottee or the Agreement/ Allotment is cancelled/terminated.

(xxxiii) The Maintenance Charges and proportionate Common Expenses shall be paid by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use any or all of the Common Areas mentioned in Schedule E and also irrespective of

whether or not the Allottee is granted facility of parking any number of cars in the Mechanical Car Parking System by the Promoter and any non-user or non-requirement in respect of any Common Areas mentioned in Schedule E or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Allottee in respect of the said proportionate Common Expenses and/or Maintenance Charges. Any use of the Mechanical Car Parking System by the Unit Allottees including the Allottee (if so granted) shall be subject to Force Majeure and interruptions, inconveniences and mechanical faults associated with its use and the Promoter and the Maintenance Agency shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Car Parking System to which the Allottee hereby consents and agrees to keep the Promoter fully indemnified in respect thereof.

(xxxiii) The certified copy of Lease Deed relating exclusively to the said Land that is available with the Promoter along with certified copy of Plans of the Buildings shall be handed over by the Promoter to the Association within 3 (three) months of handing over of maintenance of the Buildings to the Association.

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

(xxxv) The Allottee has irrevocably consented and/or hereby irrevocably consents that the Promoter shall be entitled to make in

future Additional/Further Constructions by way of additional/further construction in the Premises including by raising of any additional floor/storey/construction over the roofs of the Towers and the Commercial Building (including the Common Roof Area for Towers and the Common Roof Area for Commercial Building) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Buildings and/or the Common Areas including those mentioned in Part I, Part V and Part VI of Schedule E and such future Additional/Further Constructions/ exploitation shall belong exclusively to the Promoter who shall be entitled to sub-lease the same in any manner whatsoever and appropriate all considerations and other amounts receivable in respect thereof. For the aforesaid purpose the Promoter is entitled to shift any part of the Common Areas including those mentioned in Part I, Part V and Part VI of Schedule E (including common areas and installations, lift machine rooms and water tanks and the Common Roof Area for Towers and the Common Roof Area for Commercial Building) to the ultimate roofs and also to make available the Common Areas including those mentioned in Part I, Part V and Part VI of Schedule E and all utility connections and facilities to the Additional/Further Constructions. The Promoter shall, if required, be entitled to obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Promoter has an irrevocable sole right in respect of the same and the Allottee has irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price/Agreed Premium and that the total quantum of Common Areas mentioned in Part I, Part V and Part VI of Schedule E shall not be reduced to the detriment of the Allottee.

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

- a) A minimum period of \_\_\_ (\_\_\_\_\_) months has passed from the date of this Agreement.
- b) There is no default whatsoever by the Allottee in compliance with and/or performance of any of the Allottee’s covenants, undertakings and obligations under this Agreement or otherwise.
- c) The Allottee has made full payment of the Total Price / Agreed Premium, the Additional Liabilities and Deposits mentioned in **Schedule G** due or payable till the time of such Alienation

- including interest and penalties, if any.
- d) The Allottee or the nominee, etc. has made payment to the Promoter a sum calculated at the rate of Rs. \_\_\_/- per square feet super built up area of the said Apartment Unit as transfer charges (hereinafter referred to as “**the Transfer Charges**”). The Allottee shall also pay the applicable Goods and Services Tax thereon, if any. However, no Transfer Fee shall be payable in case of transfer to the mother or father or spouse or child of the Allottee. It is further clarified that inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such joint Allottee is a mother or father or spouse or child of the original Allottee. Similarly, in case of the Allottee being a company, inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such new joint Allottee is a group company in which the Allottee owns at least 51 per cent of the entire equity share capital as also complete management control.
  - e) The Allottee shall deposit with the Promoter No Objection Certificate from the Bank and/or a letter of release of charge/ mortgage/ security regarding the said Apartment Unit including the documents pertaining to the said Apartment Unit.
  - f) Prior consent in writing is obtained from the Promoter regarding the proposed Alienation.
  - g) Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the Registration Authorities on the date of nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time. Such amount shall be payable by the Allottee on or before the nomination.
  - h) An undertaking in writing being given by the Nominator confirming that the Nominator shall forego the stamp duty and registration fees paid on this Agreement for Sub-Lease and an undertaking in writing being given by the Nominee that the Nominee shall make payment of the additional stamp duty and registration fees that may be payable due to such nomination without raising any dispute.

(xxxvii) After the execution and registration of the Deed of Sub-Lease, the sub-leasehold interest of the Allottee in respect of the said Apartment Unit may be transferred to a third party by the Allottee subject to the following conditions:

- a) The Allottee shall make a written request to the Promoter of his desire to transfer the said Apartment Unit to a third party and provide details of such third party to the Promoter.
- b) Such third party shall have to make one-time payment of a sum calculated at the rate of Rs. 100/- per square meter of the Built-Up

Area of the said Apartment or such other charges as may be fixed by RLDA from time to time through an account payee cheque to RLDA as transfer charges.

- c) The Allottee shall surrender the existing sub-lease to the Promoter.
- d) The Promoter shall execute a fresh Deed of Sub-Lease in favour of the third party.
- e) The said Apartment Unit shall be one lot and shall not be partitioned or dismembered in parts. In case of sub-lease in favour of more than one person/entity, the same shall be done in their favour jointly and in undivided shares.
- f) The sub-lease of the said Apartment Unit shall not be in any manner inconsistent with this Agreement and/or the Deed of Sub-Lease and/or the said Lease and the covenants contained herein and/or in the Deed of Sub-Lease and/or in the said Lease shall run with the land and/or transfer. The person(s) to whom the said Apartment Unit is sub-leased shall be bound by the same terms, conditions, agreements, covenants, stipulations, undertakings and obligations as are applicable to the Allottee by law and/or by virtue of this Agreement and/or the Deed of Sub-Lease and/or the said Lease.
- g) All the dues including proportionate annual lease rent, outstanding amounts, interest, Maintenance Charges, electricity charges, Corporation and other taxes etc. relating to the said Apartment Unit payable to the Maintenance Agency, the Corporation and other concerned persons/entities are paid by the Allottee in full prior to the proposed sub-lease. Such dues, if any, shall in any event, run with such proposed sub-lease.

(xxxviii) The Promoter shall be entitled to sub-lease the Apartment Units on such terms and conditions as the Promoter may deem fit and proper from time to time and which may be at variance with the terms and conditions applicable to the Apartment Units in general and to the Allottee in particular.

(xxxix) The Promoter shall be entitled to sub-lease the Town House Units and the Villa Units on such terms and conditions as the Promoter may deem fit and proper from time to time and which may be at variance with the terms and conditions applicable to the Apartment Units in general and to the Allottee in particular. Without restricting or limiting the generality of the above it is clarified that the Promoter shall be entitled inter alia to at its sole discretion:

- (a) charge Maintenance Charges and Common Expenses to the Unit Allottees of the Town House Units and/or the Villa Units at such differential rate as may be decided by the Promoter;

- (b) limit or restrict the rights of the Unit Allottees of the Town House Units and/or the Villa Units in respect of use of certain Common Areas;
  - (c) grant additional/differential rights to the Unit Allottees of the Town House Units and/or the Villa Units in respect of use of certain Common Areas;
  - (d) grant differential rights to the Unit Allottees of the Town House Units and/or the Villa Units in respect of participation and voting regarding the Association and the maintenance.
  - (e) demarcate and allot the Car Parking Spaces in the Buildings for the Unit Allottees of the Town House Units and/or the Villa Units;
- (xl) The Promoter shall be entitled to sub-lease the Commercial Units on such terms and conditions as the Promoter may deem fit and proper from time to time and which may be at variance with the terms and conditions applicable to the Apartment Units in general and to the Allottee in particular. Without restricting or limiting the generality of the above it is clarified that the Promoter shall be entitled inter alia to at its sole discretion:
- (a) grant rights to Unit Allottees of the Commercial Units to put-up install, display and maintain hoardings, display signs, neon-signs, lighted displays etc. on the external walls and windows of the Buildings abutting the Commercial Units and/or on the internal walls of the Commercial Units and/or in the common areas and passages meant for access to the Commercial Units against payment of consideration/charges to the Promoter for the same and no one including the Unit Allottees, the Association or any other entity shall be entitled to object or to hinder the same in any manner whatsoever. The initial and/or recurring consideration/charges, the deposit, if any, and all other amounts to be paid by such Unit Allottees of Commercial Units shall belong exclusively to the Promoter;
  - (b) allow the Unit Allottees of Commercial Units to have additional security systems and additional security guards for the safety and security of the Commercial Units in addition to the common security for the Premises;
  - (c) charge Maintenance Charges and Common Expenses to the Unit Allottees of Commercial Units at such higher rate as may be decided by the Promoter;
  - (d) limit or restrict the rights of the Unit Allottees of Commercial Units in respect of use of certain Common Areas;

- (e) grant additional/differential rights to the Unit Allottees of Commercial Units in respect of use of certain Common Areas;
  - (f) grant differential rights to the Unit Allottees of Commercial Units in respect of participation and voting regarding the Association and the maintenance;
  - (g) demarcate and allot the Car Parking Spaces in the Buildings for the Unit Allottees of Commercial Units;
  - (h) allow the Unit Allottees of Commercial Units to keep the Commercial Units open for such period of hours on each day and/or on holidays as may be decided by the Promoter.
- (xli) Notwithstanding anything to the contrary contained elsewhere in this Agreement or otherwise it is hereby expressly agreed and made clear as follows:
- (a) The open and covered Car Parking Spaces including Mechanical Car Parking System sanctioned and/or that may be sanctioned by the Corporation are meant to be used only for parking cars by the Unit Allottees of this Project only.
  - (b) The total number of open and covered Car Parking Spaces including Mechanical Car Parking System in the Project is more than the total number of Units in the Project. The sizes of the Units are different and the Car Parking Space requirement of the Unit Allottees also varies.
  - (c) For the sake of certainty and clarity and to avoid any confusion, specified Car Parking Spaces including Mechanical Car Parking System shall be earmarked and allotted along with specified Units so that the same cars are parked in the same space every day.
  - (d) Accordingly, at the request of the Allottee, the Promoter has agreed to allot the said Car Parking Space, if any, mentioned in Schedule A for exclusive use by the Allottee.
  - (e) All un-allotted Car Parking Spaces shall be identified/demarcated and retained by the Promoter for allotment of the same for the consideration and in the manner deemed fit and proper by the Promoter.
  - (f) Any scheme of numbering of Car Parking Spaces will be subject to revision as per the discretion of the Promoter and the revised car parking number shall be intimated to the Allottee upon such revision.
  - (g) It is expressly made clear that only right of use shall be granted in respect of the said Car Parking Space, if any, mentioned in Schedule A and no sub-lease shall be made.

- (h) The Allottee agrees and undertakes not to raise any dispute or objection regarding the allotment of Car Parking Spaces made by the Promoter to other Unit Allottees and agrees and undertakes not to disturb the use of the allotted Car Parking Spaces by the other Unit Allottees.
- (i) The Allottee agrees and undertakes that the Allottee shall, upon formation of the Association and/or execution of Deed of Sub-Lease, as contemplated herein, cause such Association to confirm and ratify and shall not permit the Association to alter or change the allocation of Car Parking Spaces in the manner allocated by the Promoter to the Unit Allottees (including the Allottee herein) of the Units in the Buildings.

(xlii) Club

- (a) The Promoter shall, subject to grant of necessary Approvals, and as part of the Project, construct a club (hereinafter referred to as the “**Club**”) on a portion of the said Land in future after handover of possession of the Units comprised in the Buildings to be constructed on the said Land. Notwithstanding anything to the contrary contained elsewhere in this Agreement or otherwise, it is expressly agreed and declared that it shall not be necessary for the Club to be constructed and/or made operational before transferring and/or offering and handing over possession of individual Units to the Unit Allottees of the Project or any of its Phases including the said Apartment to the Allottee herein provided however, the Promoter shall construct, complete and make operational the Club within a reasonable period of issue of Full Completion/ Occupancy Certificate for the entire Project. The Allottee agrees and accepts the above and undertakes and covenants not to raise any objection whatsoever regarding the same and further agrees and accepts to get executed and registered the Deed of Sub-Lease in respect of the said Apartment Unit and to take possession of the said Apartment upon Occupancy/Completion Certificate being granted in respect of the said Apartment irrespective of the Club not being ready or operational by that time. Notwithstanding anything to the contrary contained elsewhere in this Agreement or otherwise, it is expressly agreed and declared that the land and areas within the said Land which are intended to be used for setting up the Club and its facilities as well as the land and areas appurtenant thereto and/or earmarked therefor (“**Club Land**”) and the Club shall belong to the Promoter with all rights and authority to name, run, operate, develop and / or make improvements to, the Club. Save and except a right to membership of the Club (as set out herein below), the Unit Allottees shall have not any right, title or interest in the Club or the Club Land, and the Club or the Club Land shall not form part of the Common Areas, notwithstanding anything to the contrary contained elsewhere in this Agreement. The Allottee



accepts and confirms that though the Club Land is situated within the said Land, no right in the Club Land is intended to be or shall be transferred in favour of the Allottee and/or any other Unit Allottee of the Project. The Promoter shall have the right, in its sole discretion, to frame and / or establish the rules, regulations, bye-laws and/or Memorandum and Articles relating to the Club, which shall govern inter alia the management, running, operation, membership (including admission, suspension and / or termination thereof) and use of the Club, and shall be binding on all members thereof (“**Club Rules**”).

- (b) A non refundable membership fee/charge to be determined by the Promoter from time to time shall be payable for becoming a member of the Club. All Unit Allottees shall become members of the Club upon payment of the Membership Fee/Charge. The non-refundable Membership Fee/Charge collected from the members of the Club shall belong to and be used in any manner by the Promoter and the Promoter shall not be required to account for the same at any time or under any circumstance. The rights and obligations of the Unit Allottees (and all subsequent sub-lessees/occupiers of the Units) as members of the Club shall be governed by and subject to, the Club Rules. There shall be one membership of the Club in respect of each Unit. Accordingly, in the event of any Unit having more than one sub-lessee, the co-sub lessees thereof shall nominate from amongst themselves one person for such membership. In the event of an Unit not being taken on sub-lease by individuals but by a company or partnership firm or Hindu Undivided Family or other body, then one individual shall be nominated by it for membership of the Club.
- (c) In case of surrender of an existing sub-lease of an Unit by an Unit Allottee, his/her membership of the Club shall automatically stand terminated and neither any part of the Membership Fee/ Charge nor any compensation or amount shall be refundable, transferable or adjustable or payable. Upon subsequent sub-lease of an Unit, membership of the Club shall automatically stand transferred in favour of the new sub-lessee of the Unit who shall be obliged to make payment of the non refundable membership fee/charge to be determined by the Promoter from time to time and become a member of the Club and shall also be obliged to continue his / her membership of the Club by making payment of periodic subscription and other expenses.
- (d) The Promoter may admit persons other than the Unit Allottees (and / or subsequent sub-lessees/occupiers of the Units) as members of the Club on such terms and conditions and upon payment of such Admission Fee/subscription and/or other charges as the Promoter may decide in its sole discretion and some honorary members may

also be admitted by the Promoter. Such members of the Club who do not have any Apartment Unit in any part of the Project shall be entitled to use and have access to the Club through the Common Areas of the Project with full right of ingress and egress.

- (e) All members of the Club including the Allottee (and / or subsequent sub-lessees/occupiers of the said Apartment Unit) shall pay a monthly/periodical subscription to the Promoter which shall be fixed by the Promoter from time to time. The Promoter may also prescribe charges to be paid by the members and/or their guests for use of different Club facilities/activities. The Promoter may also, in its sole discretion, provide for different categories of membership, with each category having different charges, rights and / or privileges with respect to the Club and its facilities.
- (f) Membership of the Club shall entitle the Unit Allottees (and / or subsequent sub-lessees/occupiers of the Units) only to use the Club in accordance with the Club Rules and shall not confer any right title or interest in the management or running of the Club and/or its facilities.
- (g) The control, management and maintenance of the Club shall always remain with the Promoter who shall be entitled to deal with and dispose of the same in any manner whatsoever. The Club shall be managed, controlled and maintained by the Promoter either by itself or at its discretion through any managing committee/body consisting of such persons as may be appointed by the Promoter and/or by any person or entity nominated by the Promoter to run and operate the Club for such consideration (which shall belong to the Promoter) and on such terms and conditions as may be decided by the Promoter and in such an event such person or entity shall exercise the rights of the Promoter in respect of the Club as are mentioned in this Agreement.
- (h) The leasehold rights in respect of the Club Land and the Club shall belong to the Promoter who shall be entitled to deal with and dispose of the same in any manner whatsoever including granting sub-lease in respect of the same to the person/entity nominated by it for running and operating the Club.
- (i) The Promoter shall not be required to make any contribution, subscription or payment towards the Maintenance Charges under any circumstances whatsoever. Expenses and Charges relating to the Club and/or the land occupied by it, including the Club Land and other taxes and levies, shall be payable by the Unit Allottees/ members of the Club.
- (j) The Allottee understands and is aware that setting up of the Club and its facilities does not have any connection with taking transfer

and/or possession of the said Apartment by the Allottee in terms of this Agreement and the Club may be made, constructed and operationalised subsequently. The Club and its facilities shall constructed, installed and/or made operational in phases at any time prior to completion of the last phase of the Project and till such time the Club is made fully operational the Promoter shall operationalise the facilities in the Club progressively and the Allottee understands that the facilities in the Club may not be fully complete and may not be fully operationalised by the time the Allottee is transferred the said Apartment Unit and possession thereof is handed over to the Allottee in terms of this Agreement. Only upon the Club being constructed, made ready and operational in phases, the Allottee shall become entitled to use the Club and its facilities in phases.

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

(xliv) The Allottee shall ensure that the said Lease remains valid and subsisting for the entire term and shall keep the Promoter fully indemnified and harmless in this regard.

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

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

(xlvii) The Allottee confirms that he has agreed to take the said Apartment Unit on sub-lease with full knowledge that he would have

no right, title, interest, claim or entitlement whatsoever in respect of Open Terraces attached and/or appurtenant to other Units which shall be exclusively occupied and used by the respective Unit Allottees and occupants thereof.

(xlviii) Notwithstanding anything to the contrary contained elsewhere in this Agreement it is hereby agreed that in case of termination /cancellation of this Agreement for any reason whatsoever, the Allottee shall execute and register at the Allottee's costs a Cancellation Agreement as may be required by the Promoter but the cancellation/termination shall become effective immediately and shall not be dependent on the execution and registration of the Cancellation Agreement. The Allottee shall be liable to compensate and indemnify the Promoter for all damages in case of delay or default in execution of the Cancellation Agreement by the Allottee.

(xlix) Notwithstanding anything to the contrary contained elsewhere in this Agreement it is hereby agreed that the Unit Allottees of Apartment Units comprised in the Towers shall not have any right of common use of the Common Areas for Town House Section, the Common Areas for Villa Section and the Common Areas for Commercial Building under any circumstance whatsoever. Similarly, the Unit Allottees of Commercial Units comprised in the Commercial Building shall not have any right of common use of the Common Areas for Towers, the Common Areas for Town House Section and the Common Areas for Villa Section under any circumstance whatsoever. Similarly, the Unit Allottees of Town House Units comprised in the Town House Section shall not have any right of common use of the Common Areas for Towers, the Common Areas for Villa Section and the Common Areas for Commercial Building under any circumstance whatsoever. Similarly, the Unit Allottees of Villa Units comprised in the Villa Section shall not have any right of common use of the Common Areas for Towers, the Common Areas for Town House Section and the Common Areas for Commercial Building under any circumstance whatsoever.

## **SCHEDULE A - SAID APARTMENT AND SAID CAR PARKING SPACE**

### **Part – I (said Apartment)**

**ALL THAT** the residential Apartment No. \_\_\_\_ on the \_\_\_\_\_ Floor of Tower \_\_\_\_ measuring about \_\_\_\_ square feet Carpet Area more or less (comprising of Apartment measuring about \_\_\_\_ Square Feet, Servant's Quarter measuring about \_\_\_\_ Square Feet, Driver's Quarter

measuring about \_\_\_\_ Square Feet and Open Terrace measuring about \_\_\_\_ Square Feet), and \_\_\_\_ square feet Built Up Area more or less, and mutually accepted by the parties to be equivalent to \_\_\_\_ square feet Super Built-up Area in the Project named “\_\_\_\_\_” being constructed at Premises No. 1 Acharya Tulsi Marg (Salkia School Road), Howrah – 711 101 (described in Schedule H below)

## **Part - II**

### **(said Car Parking Space)**

**ALL THAT** the right to park medium sized car(s):

- (i) \_\_\_\_ car(s) in the covered car parking space in the \_\_\_\_ floor of the Tower No. \_\_\_\_;
- (ii) \_\_\_\_ car(s) in the open car parking space located in the open area surrounding or adjacent to the Buildings;
- (iii) \_\_\_\_ car(s) in the Mechanical Car Parking System.

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

### **SCHEDULE B - FLOOR PLAN OF THE APARTMENT**

The Floor Plans of the said Apartment are annexed wherein the said Apartment is delineated in \_\_\_\_ colour, the appurtenant Servant's Quarter is delineated in \_\_\_\_ colour, the appurtenant Driver's Quarter is delineated in \_\_\_\_ colour and the appurtenant Open Terrace is delineated in \_\_\_\_ colour.

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

**(SET OUT)**

### **SCHEDULE D - SPECIFICATIONS WHICH ARE PART OF THE SAID APARTMENT**

**(SET OUT)**

**SCHEDULE E - COMMON AREAS WHICH ARE PART OF  
THE PROJECT**

**PART I – COMMON AREAS FOR TOWERS  
(SET OUT)**

**PART II – COMMON AREAS FOR TOWN HOUSE SECTION  
(SET OUT)**

**PART III – COMMON AREAS FOR VILLA SECTION  
(SET OUT)**

**PART IV – COMMON AREAS FOR COMMERCIAL  
BUILDING  
(SET OUT)**

**PART V – COMMON AREAS FOR TOWERS, TOWN HOUSE  
SECTION & VILLA SECTION  
(SET OUT)**

**PART VI – COMMON AREAS FOR TOWERS, TOWN HOUSE  
SECTION, VILLA SECTION & COMMERCIAL BUILDING  
(SET OUT)**

1. Notwithstanding anything contained above or elsewhere herein the contents of this Schedule are subject to changes by the Promoter and the rights in respect of the Common Areas are subject to the reservations and/or the rights of the Promoter under this Agreement.
2. Notwithstanding anything to the contrary contained anywhere in this Agreement or otherwise, it is hereby expressly made clear that under the said Lease the Promoter is not entitled to grant sub-lease in respect of the said Land and/or any portion thereof and accordingly the said Land and/or any portion thereof shall not form part of the Common Areas under any circumstance whatsoever.

**SCHEDULE F- DEFINITIONS**

- (a) “**Act**” means the Real Estate (Regulation and Development) Act, 2016;
- (b) “**Additional/Further Constructions**” shall mean all future vertical and horizontal exploitation of the Buildings and/or the Premises by way of additional/further constructions in the Premises from time to time including by raising of any additional floor/storey/construction over the roofs of the Towers and the

Commercial Building (including the Common Roof Area for Towers and the Common Roof Area for the Commercial Building) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises that may be made by the Promoter and shall belong to the Promoter with full right to allot and sub-lease the same to anyone and receive the consideration/premium and rent thereof and the sub-lessees and occupiers thereof shall have similar rights as the other Unit Allottees in respect of the Common Areas;

- (c) **“Additional Liabilities”** shall mean the Additional Liabilities mentioned in **Part-I** of the **Schedule G** hereto all of which are to be paid by the Allottee in addition to the Total Price / Agreed Premium and shall also include any other additional amounts that may be required to be paid by the Allottee;
- (d) **“Agreed Premium/Total Price”** shall mean the consideration mentioned in **Schedule C** payable by the Allottee for obtaining sub-lease of the said Apartment Unit;
- (e) **“Apartment”** shall mean any residential apartment (including the Open Terrace, servant’s quarter and/or driver’s quarter, if any, appurtenant thereto) and/or any other covered space in the Towers which is capable of being exclusively occupied, used and/or enjoyed;
- (f) **“Apartment Unit”** shall mean any residential Apartment (including the Open Terrace, servant’s quarter and/or driver’s quarter, if any, appurtenant thereto) and/or any other covered space in the Towers which is capable of being exclusively occupied, used and/or enjoyed by any Unit Allottee, the right, if any, to park a car in a Car Parking Space and the right to use and enjoy in common only the Common Areas mentioned in **Part I, Part V and Part VI** of the **Schedule E** ;
- (g) **“Approvals”** shall mean the building plans sanctioned by the Howrah Municipal Corporation in the name of RLDA vide Building Permit No. SWS-OBPAS/1902/2024/0761 dated 13<sup>th</sup> June, 2024 for construction of the Buildings on the said Land as also the benefit of all other approvals, permissions, no objections, declarations, clearances, licenses, permits, registration, etc. that have been and/or may be issued at any time in the name of RLDA and/or the Promoter and shall also include the variations, modifications, alterations and changes therein that may be made by the Promoter, if any, as well as all revisions, renewals and extensions thereof, if any.
- (h) **“Architect(s)”** shall mean \_\_\_\_\_ of \_\_\_\_\_ or such other Architect(s) whom the Promoter may from time to time appoint as the Architect(s) for the Buildings;
- (i) **“Association”** shall mean the Association(s)/Federation to be formed under the West Bengal Apartment Ownership Act, 1972 for the entire Project which would comprise the Promoter and the

representatives of all the Unit Allottees and which shall be formed or incorporated for the Common Purposes with such rules and regulations as shall be framed by the Promoter;

- (j) **“Booking Amount”** shall mean 10 (ten) per cent of the Total Price/Agreed Premium which has been paid by the Allottee for booking of the said Apartment;
- (k) **“Buildings”** shall mean the (i) 2 (two) residential Towers being Tower Nos. 1 and 5 each having ground plus thirty eight upper floors sanctioned at present, (ii) 3 (three) residential Towers being Tower Nos. 2, 3 and 4 each having ground plus forty upper floors sanctioned at present, (iii) \_\_\_ (\_\_\_\_) Type A residential Town Houses each having ground plus one upper floor only, (iv) \_\_\_ (\_\_\_\_) Type B residential Town Houses each having ground plus one upper floor only, (v) \_\_\_ (\_\_\_\_) residential Villas each having ground plus one upper floor only, (vi) 1 (one) Commercial Building having basement plus ground plus five upper floors sanctioned at present and other structures to be constructed on the Premises as per the Plans and shall include Additional/Further Constructions and all constructions and structures that may be constructed on the Premises or any portion thereof from time to time;
- (l) **“Built-Up Area”** in relation to an Apartment/Town House/Villa/Commercial Space shall mean the plinth area of that Apartment/Town House/Villa/Commercial Space (including the area of bathrooms, if any, balconies, if any, appurtenant thereto) and also the thickness of the walls (external or internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between two Apartments/Town Houses/Villas/Commercial Spaces then 1/2 (one-half) of the area under such wall, column or pillar shall be included in each of the Apartments/Town Houses/Villas/Commercial Spaces and includes the area(s) of the Open Terrace, servant’s quarter and/or driver’s quarter, if any;
- (m) **“Car Parking Spaces”** shall mean the spaces that may be earmarked by the Promoter for parking of medium sized cars in (i) the spaces on the ground floor, first floor, second floor, third floor and fourth floor of the 5 (five) residential Towers; (ii) the spaces in the open space surrounding or adjacent to the Buildings sanctioned for parking cars; (iii) the spaces in the Mechanical Car Parking System and (iv) the spaces sanctioned for parking cars in each Villa and each Town House;
- (n) **“Carpet Area”** shall have the meaning as ascribed to it under the Act;
- (o) **“Commercial Building”** shall mean the 1 (one) commercial building having basement plus ground plus five upper floors sanctioned at present to be constructed on a portion of the Premises as per the Plans and shall include Additional/Further Constructions, if any, on the Common Roof Area for Commercial



- Building;
- (p) **“Commercial Space”** shall mean any commercial space and/or any other covered space in the Commercial Building which is meant for shop/retail/commercial/office use and is capable of being exclusively occupied, used and/or enjoyed by any Unit Allottee for such commercial purpose as may be permitted by the Promoter;
  - (q) **“Commercial Unit”** shall mean any Commercial Space and/or any other covered space in the Commercial Building which is meant for shop/retail/commercial/office use and is capable of being exclusively occupied, used and/or enjoyed by any Unit Allottee for such commercial purpose as may be permitted by the Promoter, the right, if any, to park a car in a Car Parking Space and the right to use and enjoy in common only the Common Areas mentioned in **Part IV** and **Part VI** of the **Schedule E** hereto ;
  - (r) **“Common Expenses”** shall mean all costs and expenses for the management, maintenance and upkeep of the Buildings, the Mechanical Car Parking System, the Common Areas and the expenses for Common Purposes including those mentioned in **Schedule J**;
  - (s) **“Common Areas”** shall mean the common areas, facilities and installations in the Buildings and the Premises, as may be decided or provided by the Promoter for common use and enjoyment of the Unit Allottees and which are indicated in **Parts I, II, III, IV, V** and **VI** of the **Schedule E** hereto Provided However that any particular Unit Allottee shall be entitled to common use and enjoyment of only those common areas, facilities and installations that are included in the specified Parts of Schedule E which are permitted and/or allowed under the Agreement in favour of that Allottee and Provided Further that the said Land and/or any portion thereof shall not form part of the Common Areas under any circumstance whatsoever;
  - (t) **“Common Areas for Towers”** shall mean the common areas, facilities and installations indicated in **Parts I, V** and **VI** of the **Schedule E** hereto which are meant for common use of the Unit Allottees of Units comprised in Towers only including the Additional/Further Constructions, if any, in the Towers;
  - (u) **“Common Areas for Town House Section”** shall mean the common areas, facilities and installations indicated in **Parts II, V** and **VI** of the **Schedule E** hereto which are meant for common use of the Unit Allottees of Units comprised in Town House Section only ;
  - (v) **“Common Areas for Villa Section”** shall mean the common areas, facilities and installations indicated in **Parts III, V** and **VI** of the **Schedule E** hereto which are meant for common use of the Unit Allottees of Units comprised in Villa Section only ;
  - (w) **“Common Areas for Commercial Building”** shall mean the

common areas, facilities and installations indicated in **Parts IV and VI** of the **Schedule E** hereto which are meant for common use of the Unit Allottees of Units comprised in the Commercial Building only including the Additional/Further Constructions, if any, in the Commercial Building;

- (x) **“Common Areas for Towers, Town House Section and Villa Section”** shall mean the common areas, facilities and installations indicated in **Part V** of the **Schedule E** hereto which are meant for common use of only (i) the Unit Allottees of Units comprised in the Towers (including Additional/Further Constructions, if any, in the Towers), (ii) the Unit Allottees of Town House Section and (iii) the Unit Allottees of Villa Section ;
- (y) **“Common Areas for Towers, Town House Section, Villa Section and Commercial Building”** shall mean the common areas, facilities and installations indicated in **Part VI** of the **Schedule E** hereto which are meant for common use of only (i) the Unit Allottees of Units comprised in the Towers (including Additional/Further Constructions, if any, in the Towers), (ii) the Unit Allottees of Town House Section, (iii) the Unit Allottees of Villa Section and (iv) the Unit Allottees of Commercial Building (including Additional/Further Constructions, if any, in the Commercial Building) ;
- (z) **“Common Purposes”** shall include the purpose of managing and maintaining the Premises, the Buildings, the Mechanical Car Parking System and the Common Areas, rendition of services in common to the Unit Allottees, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common;
- (aa) **“Common Roof Area for Towers”** shall mean only the specified portion / area of the ultimate roofs of the Towers, as may be decided and demarcated by the Promoter at any time prior to handing over possession of the said Apartment, along with the Lift Machine Room and the water tank thereon, which only shall form part of the Common Areas for Towers;
- (bb) **“Common Roof Area for Commercial Building”** shall mean only the specified portion / area of the ultimate roof of the Commercial Building, as may be decided and demarcated by the Promoter at any time prior to handing over possession of the Commercial Units, along with the Lift Machine Room and the water tank thereon, which only shall form part of the Common Areas for Commercial Building;
- (cc) **“Corporation”** shall mean the Howrah Municipal Corporation and its different departments and officers and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and/or revise the Plans;
- (dd) **“Corpus Fund”** shall mean the Fund comprising of the amounts

to be paid / deposited and/or contributed by each Unit Allottee, including the Allottee herein, towards corpus fund which shall be held by the Maintenance Agency for the purpose of major repairs, replacements and additions to the Common Areas and other contingencies;

- (ee) **“Date of Possession”** shall mean the date on which the Allottee is handed over possession of the said Apartment;
- (ff) **“Deed of Sub-Lease”** shall mean the Deed of Sub-Lease to be executed by the Promoter in favour of the Allottee in respect of the said Apartment Unit upon the Allottee complying with all the obligations, paying and depositing all amounts in time and not committing any breach or default;
- (gg) **“Deposits”** shall mean the amounts mentioned in **Part-II of the Schedule G** hereto and to be deposited by the Allottee and shall also include any other amount that the Allottee may be required to deposit;
- (hh) **“Maintenance Agency”** shall mean the Promoter itself or any entity appointed by the Promoter for the Common Purposes or upon its formation, the Association;
- (ii) **“Maintenance Charges”** shall mean the proportionate amount of Common Expenses payable monthly by the Allottee to the Maintenance Agency;
- (jj) **“Mechanical Car Parking System”** shall mean the mechanical car parking system(s) having Dependent or Stack Car Parking System that may be installed in the Premises comprising of separate sets for parking cars, each set having 2 levels for parking of 2 cars (1 above and 1 below), and the two parking spaces in each set may be allotted to 2 different Unit Allottees to be used by them in co-operation and co-ordination with each other and the term Mechanical Car Parking System shall mean and include all equipment, appliances, accessories thereof and the electricity and other connections thereto;
- (kk) **“Open Terrace”** shall mean the open terrace areas on certain floors of the Buildings each of which shall be attached and/or appurtenant only to a specified Unit and having access from such Unit only and meant to be occupied, used and enjoyed exclusively by the Allottee /occupant of such Unit;
- (ll) **“Plan/Plans”** shall mean the plans of the Buildings which have been sanctioned and approved by the Corporation vide Building Permit No. SWS-OBPAS/1902/2024/0761 dated 13<sup>th</sup> June, 2024 and/or which may be finally revised/approved/sanctioned by the Corporation and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) and shall also include the variations, modifications, alterations and changes therein that may be made by the Promoter, if any, as well as all revisions, renewals and extensions thereof, if any;
- (mm) **“Premises”** shall mean the piece or parcel of land measuring

about 17.41 Acres, be the same a little more or less, out of 21.79 Acres land as per Record of Rights (found to contain 20.62 Acres land as per physical survey) situate, lying at and being Premises No. 1, Acharya Tulsi Marg (Salkia School Road), Police Station – Golabari, Post Office – Howrah, Howrah – 711 101, within the limits of Ward No. 13 of the Howrah Municipal Corporation, Mouza – Golabari, J. L. No. – 1, District-Howrah, together with the irrevocable right of access only to use in case of emergency from the main road side through the balance land of 3.21 acres over the 6 meters wide road and morefully described in **Schedule H** hereto and the same shall wherever the context permits also include the Buildings and the Common Areas to be constructed thereon;

- (nn) **“Project”** shall mean the development and construction at the Premises or such portions thereof as may be made by the Promoter from time to time and shall include the Buildings (including Additional/Further Constructions) as also all Common Areas that may be constructed on any portion of the Premises;
- (oo) **“Project Advocates”** shall mean R. Ginodia & Co. LLP, Advocates of Ground Floor, 6, Church Lane, Kolkata-700 001 who have been appointed by the Promoter and have prepared this Agreement and also shall prepare all legal documentation regarding the development, construction and sub-lease of the Buildings and the Units therein, including the Deeds of Sub-Lease;
- (pp) **“RLDA”** shall mean the Rail Land Development Authority, a statutory authority constituted under the Railways (Amendment) Act, 2005 (No 47 of 2005) having its office at Unit No. 702-B, 7<sup>th</sup> Floor, Konnectus Tower-II, DMRC Building, Ajmeri Gate, New Delhi 110 002 and who has been entrusted the said Land for development;
- (qq) **“Regulations”** means the Regulations that may be made under The Real Estate (Regulation and Development) Act, 2016 applicable to West Bengal;
- (rr) **“Rights on Allottee’s Default”** shall mean the rights mentioned in Clause 9.3 to which the Promoter shall be entitled in case of any default or breach by the Allottee;
- (ss) **“Rules”** means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- (tt) **“Said Apartment”** shall mean the Apartment described in **Part I** of **Schedule A** hereto;
- (uu) **“Said Apartment Unit”** shall mean the said Apartment, the said Car Parking Space, (if any), and the right to use and enjoy the Common Areas mentioned in **Parts I, V** and **VI** of the **Schedule E** hereto only in common;
- (vv) **“Said Open Terrace”** shall mean the Open Terrace, if any, mentioned in **Part-I** of **Schedule-A** hereto;
- (ww) **“Said Land”** shall mean the land measuring about 17.41

Acres, be the same a little more or less, out of 21.79 Acres land as per Record of Rights (found to contain 20.62 Acres land as per physical survey) comprised in the Premises;

- (xx) **“Said Lease”** shall mean the Lease Deed dated 21<sup>st</sup> June, 2024 registered at the office of the Additional Registrar of Assurance – II, Kolkata in Book No. I, Volume No. 1902-2024, Pages 414399 to 414933, Being No. 190207843 for the year 2024 as also all documents forming part of the Lease Deed dated 21<sup>st</sup> June, 2024 and shall also include all modifications, alterations and changes, if any, made therein and/or that may be made therein from time to time as also all documents executed pursuant to all of the above;
- (yy) **“Said Car Parking Space”** shall mean the right to park medium sized car(s) if any, described in **Part II** of **Schedule A** hereto;
- (zz) **“Section”** means a section of the Act;
- (aaa) **“Super Built-Up Area”** of the said Apartment Unit has been mutually agreed to be calculated by adding (i) the built-up area of the said Apartment and (ii) an agreed fixed percentage of \_\_\_ (\_\_\_\_\_) per cent of the built up area of the said Apartment;
- (bbb) **“Towers”** shall mean the (i) 2 (two) residential Towers being Tower Nos. 1 and 5 each having ground plus thirty eight upper floors sanctioned at present and (ii) 3 (three) residential Towers being Tower Nos. 2, 3 and 4 each having ground plus forty upper floors sanctioned at present to be constructed on a portion of the Premises as per the Plans and shall include Additional/Further Constructions, if any, on the Common Roof Area for Towers;
- (ccc) **“Town House”** shall mean any residential town house (including the Open Terrace, servant’s quarter, driver’s quarter and Car Parking Spaces, if any, appurtenant thereto) and/or any other covered space in the Town House Section which is capable of being exclusively occupied, used and/or enjoyed;
- (ddd) **“Town House Section”** shall mean the (i) \_\_\_ (\_\_\_\_\_) Type A residential Town Houses each having ground plus one upper floor only and (ii) \_\_\_ (\_\_\_\_\_) Type B residential Town Houses each having ground plus one upper floor only to be constructed on a portion of the Premises as per the Plans;
- (eee) **“Town House Unit”** shall mean any residential Town House (including the Open Terrace, servant’s quarter, driver’s quarter and Car Parking Spaces, if any, appurtenant thereto) and/or any other covered space in the Town House Section which is capable of being exclusively occupied, used and/or enjoyed by any Unit Allottee, the right, if any, to park a car in a Car Parking Space and the right to use and enjoy the Common Areas mentioned in **Part II, Part V** and **Part VI** of the **Schedule E** only in common;
- (fff) **“Unit”** shall, according to its context, mean any unit in the Buildings, whether an Apartment Unit or a Town House Unit or a

- Villa Unit or a Commercial Unit;
- (ggg) **“Unit Allottees”** shall, according to its context, mean all Allottees and/or intending Allottees of different Units in the Buildings including the Promoter in respect of such Units as may be retained and/or not alienated and/or not agreed to be alienated for the time being by the Promoter;
- (hhh) **“Villa”** shall mean any residential villa (including the Open Terrace, servant’s quarter, driver’s quarter and Car Parking Spaces, if any, appurtenant thereto) and/or any other covered space in the Villa Section which is capable of being exclusively occupied, used and/or enjoyed;
- (iii) **“Villa Section”** shall mean \_\_\_ (\_\_\_\_\_) residential Villas each having ground plus one upper floor only to be constructed on a portion of the Premises as per the Plans;
- (jjj) **“Villa Unit”** shall mean any residential Villa (including the Open Terrace, servant’s quarter, driver’s quarter and Car Parking Spaces, if any, appurtenant thereto) and/or any other covered space in the Villa Section which is capable of being exclusively occupied, used and/or enjoyed by any Unit Allottee, the right, if any, to park a car in a Car Parking Space and the right to use and enjoy the Common Areas mentioned in **Part III, Part V and Part VI** of the **Schedule E** only in common;
- (kkk) **Masculine Gender** used in this Agreement shall include the feminine and neuter gender and vice versa and **Singular Number** shall include the plural and vice versa.

## SCHEDULE G

### PART I – ADDITIONAL LIABILITIES

The following are not included in the Total Price/Agreed Premium and the Allottee has agreed and undertakes to additionally pay each of the following within the time specified regarding the same or within 15 (fifteen) days of demand, in case no time is specified, without raising any objection whatsoever regarding the same:

- (i) Goods and Services Tax (GST) payable on the Total Price/Agreed Premium and/or on sub-lease of the said Apartment Unit to the Allottee and payment of the same shall be made on or before the date the same is payable as per law or alongwith the payment of the respective instalment or within 15 days of demand by the Promoter, whichever is the earliest.
- (ii) One-time payment of a sum calculated at the rate of Rs. 100/- per square meter of the Built Up Area of the said Apartment to be paid through account payment cheque issued in the name of RLDA within 15 days of Notice for Possession.
- (iii) Legal Fees of Rs. \_\_\_\_\_/- payable to the Project Advocates; 50 per cent of which shall be paid within 30 days

from the booking of the said Apartment and the balance 50 per cent shall be paid within 15 days of Notice for Possession.

- (iv) Betterment and/or development charges and any other tax, duty levy, cess, or charge that may be imposed or charged, if any, in connection with construction or sub-lease of the said Apartment Unit in favour of the Allottee.
- (v) Stamp duty and registration fee and all other taxes, levies and other allied expenses relating to this Agreement for Sub-Lease, the Deed of Sub-Lease and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Apartment Unit and any additional/deficit stamp duty, additional/deficit registration fee, penalty, interest or any other levy, if any, that may be imposed in this regard at any time together with miscellaneous expenses for registration of each document.
- (vi) Price, cost, charges and expenses levied by the Promoter for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes, additions, alterations or variation made in the said Apartment, and/or the agreed Specifications, including the costs, charges and expenses for revision/registration/regularisation of the Plans under Rule 26 in relation to the said Apartment.
- (vii) The Allottee shall pay Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) per square feet of super built up area of the said Apartment amounting to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to the Promoter on account of the following:
  - a. For obtaining and providing electricity supply and meter, including, on account of transformer or electrical sub-station, if any, and its installation, HT/LT line supply, supply cables, switch gears, etc. The Allottee confirms and accepts that the Allottee shall bear and pay separately all the expenses (including the security deposit) payable to Calcutta Electric Supply Corporation Limited (CESC) for his separate meter.
  - b. For providing common generator
- (viii) Proportionate costs, charges and expenses for betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction in terms hereof.
- (ix) Proportionate costs, charges and expenses for providing any additional or special provision, fitting or amenity in the Buildings and/or the Premises by the Promoter.
- (x) Proportionate costs, charges and expenses for formation of the Association.
- (xi) Applicable Goods and Services Tax and any other tax, duty, levy, cess, etc., if applicable on the above amounts, shall be paid by the Allottee in addition to the above.

## PART II –DEPOSITS

(a)	Deposit for Sinking Fund payable by the Allottee at the rate of Rs. ___/- (Rupees _____ only) per square feet of Super Built-up Area of the said Apartment Unit.
(b)	Deposit payable by the Allottee at the rate of Rs. ___/- (Rupees _____ only) per square feet of Super Built-up Area of the said Apartment Unit for payment of the proportionate Annual Lease Rent to RLDA in terms of the said Lease.
(c)	Deposit for Maintenance Charges for ___ months at the rate of Rs. ___/- (Rupees _____ only) per square feet of Super Built up Area of the said Apartment Unit.
(d)	Deposit equivalent to 4 (Four) quarters Municipal Taxes at the rate of Rs. ___/- (Rupees _____ only) per square feet of Super Built up Area of the said Apartment Unit.
(e)	Deposit for electric supply/individual meter for the said Apartment as per actuals payable to the electricity supply authority.
(f)	Deposit for any other item in respect of which payment is to be made by the Allottee under Part-I of this Schedule.

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

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

## SCHEDULE H - SAID LAND/PREMISES

**ALL THAT** piece and parcel of land measuring about 17.41 Acres, be the same a little more or less, delineated in Green borders in the annexed site plan out of 21.79 Acres land as per Record of Rights (found to contain 20.62 Acres land as per physical survey) situate, lying at and being Premises No. 1 Acharya Tulsi Marg (Salkia School Road), Ward No 13, Howrah- 711101, lying on –Mouza - Golabari, Police Station -



Golabari, J.L. No-1, District-Howrah, P.O-Howrah together with the irrevocable right of access only to use in case of emergency from the main road side through the balance land of 3.21 acres over the 6 meters wide road to be made by the Lessee delineated in Red borders in the annexed site plan.

- i) Sheet 33, khatian no-3, dag no-28 to 42.
- ii) Sheet 34, Khatian no-183, dag no -177 to 194,196 to 202,200/215
- iii) Sheet no 41, khatian no 72, LR Dag no-100 to 140
- iv) Sheet no 42, khatian no- 4, L.R. Dag no-1 to 62, 19/63, 60/64,6/65,12/66,
- v) Sheet 43, khatian no-5, LR Dag no -1 & 1/34,
- vi) Sheet 44, khatian -13, LR dag no 9 and 10

being butted and bounded

**On the North:** 2/2, Salkia School Road known as Jalan House.

**On the South:** Kings Road and Signal Workshop & Railway printing press of Eastern Railway Howrah.

**On the East:** Hooghly River.

**On the West:** Acharya Tulsi Marg (Salkia School Road)

Details of 21.79 Acres land as per Record of Rights is mentioned below:

**MOUZA GOLABARI SHEET-33, KHATIAN NO-3**

Sl. No.	PLOT	ARE IN ACRE
1	28	0.0488
2	29	0.0158
3	30	0.2017
4	31	0.0044
5	32	0.0676
6	33	0.0120
7	34	0.0408
8	35	0.2582
9	36	0.0120
10	37	0.0891
11	38	0.1324
12	39	0.0297
13	40	0.0163
14	41	0.1195
15	42	0.4081
	<b>TOTAL</b>	<b>1.4564</b>

**MOUZA GOLABARI SHEET-34, KHATIAN NO-183**

<b>SL. NO.</b>	<b>PLOT</b>	<b>ARE IN ACRE</b>
1	177	0.243
2	178	1.0525
3	179	0.3477
4	180	0.1369
5	181	0.4684
6	182	0.0138
7	183	0.0684
8	184	0.0451
9	185	0.0225
10	186	0.0085
11	187	0.3187
12	188	0.0083
13	189	0.1151
14	190	0.0514
15	191	0.2131
16	192	0.0104
17	193	0.1821
18	194	0.0798
19	196	0.3149
20	197	0.0168
21	198	0.2448
22	199	0.0745
23	200	0.1206
24	201	0.0105
25	202	0.114
26	200/215	0.0109
	<b>TOTAL</b>	<b>4.2927</b>

**MOUZA GOLABARI SHEET-41, KHATIAN NO-72**

<b>Sl. No.</b>	<b>PLOT</b>	<b>ARE IN ACRE</b>
1	100	0.0400
2	101	1.5620
3	102	0.0356
4	103	0.0083
5	104	0.0960

6	105	0.0006
7	106	0.0159
8	107	0.1514
9	108	0.0210
10	109	0.2198
11	110	0.0260
12	111	0.0980
13	112	0.0950
14	113	0.2298
15	114	0.3285
16	115	0.0220
17	116	0.0058
18	117	0.0015
19	118	0.0435
20	119	0.0048
21	120	0.0049
22	121	0.1113
23	122	2.7049
24	123	0.6614
25	124	0.2165
26	125	0.5220
27	126	0.0504
28	127	0.4418
29	128	4.5799
30	129	0.0693
31	130	0.0104
32	131	0.0760
33	132	0.0098
34	133	0.0904
35	134	0.0143
36	135	0.1006
37	136	0.0185
38	137	0.1282
39	138	0.0514
40	139	0.0494
41	140	0.0210
	<b>TOTAL</b>	<b>12.9379</b>

**MOUZA GOLABARI SHEET-42, KHATIAN NO-4**

SL. NO.	PLOT	ARE IN ACRE
1	1	0.0443
2	2	0.0048
3	3	0.0153
4	4	0.0041
5	5	0.001
6	6	0.0603
7	7	0.159
8	8	0.0254
9	9	0.1028
10	10	0.0262
11	11	0.161
12	12	0.0163
13	13	0.0062
14	14	0.0173
15	15	0.0062
16	16	0.0189
17	17	0.0065
18	18	0.0559
19	19	0.0073
20	20	0.0327
21	21	0.0314
22	22	0.0138
23	23	0.1339
24	24	0.0142
25	25	0.0675
26	26	0.0093
27	27	0.2373
28	28	0.0106
29	29	0.1018
30	30	0.0072
31	31	0.0012
32	32	0.0035
33	33	0.0681
34	34	0.055
35	35	0.0143
36	36	0.1491
37	37	0.0149
38	38	0.0766
39	39	0.0157

40	40	0.157
41	41	0.0152
42	42	0.0628
43	43	0.0125
44	44	0.1017
45	45	0.0377
46	46	0.005
47	47	0.0318
48	48	0.004
49	49	0.0204
50	50	0.0024
51	51	0.0101
52	52	0.0181
53	53	0.1058
54	54	0.011
55	55	0.0349
56	56	0.0112
57	57	0.0364
58	58	0.0097
59	59	0.0698
60	60	0.0475
61	61	0.0108
62	62	0.0198
63	19/63	0.0072
64	60/64	0.0007
65	6/65	0.001
66	12/66	0.007
	<b>TOTAL</b>	<b>2.6484</b>

**MOUZA GOLABARI SHEET-43, KHATIAN NO-5**

<b>Sl. No.</b>	<b>PLOT</b>	<b>ARE IN ACRE</b>
1	1/34	0.0672
2	1	0.0180
	<b>TOTAL</b>	<b>0.0852</b>

**MOUZA GOLABARI SHEET-44, KHATIAN NO-13**

Sl. No.	PLOT	ARE IN ACRE
1	9	0.2173
2	10	0.1583
		<b>0.3756</b>

## SCHEDULE I – ALLOTTEE’S COVENANTS & HOUSE RULES

1. The Allottee has agreed undertaken and covenanted to:
  - a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
  - b) permit the Maintenance Agency and its men, agents and workmen to enter into the said Apartment for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
  - c) deposit the amounts for various purposes as required by the Promoter and/or the Maintenance Agency;
  - d) use and occupy the said Apartment only for the purpose of residence;
  - e) use the Common Areas mentioned in **Part I, Part V and Part VI** of **Schedule E** without causing any hindrance or obstruction to other Unit Allottees and occupants of the Buildings;
  - f) keep the said Apartment and partition walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Units in the Buildings and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Units and parts of the Buildings;
  - g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas including those mentioned in Part I, Part V and Part VI of Schedule E for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise and also not to make any form of alteration to the external façade of the Buildings;
  - h) maintain and/or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the Buildings and in case any deviation, breach, violation or default of this sub-clause the Allottee

undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. \_\_\_/- (Rupees \_\_\_\_\_ only) per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Services Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;

i) use and enjoy the Common Areas mentioned in Part I, Part V and Part VI of Schedule E only to the extent required for ingress to and egress from the said Apartment of men, materials and utilities;

j) sign and deliver to the Promoter all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Apartment from the CESC Limited in the name of the Allottee and until the same be obtained, the Promoter shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Allottee an electric sub-meter in or for the said Apartment and the Allottee shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Apartment;

k) be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Unit Allottees. The main electric meter shall be installed only at the common meter space. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Buildings, the Premises and outside walls of the Buildings save in the manner indicated by the Promoter/Association (upon formation);

l) bear and pay the Common Expenses and all other costs, expenses and outgoings in respect of the Premises proportionately and the said Apartment Unit wholly and the same shall initially be payable to the Maintenance Agency;

m) pay Corporation and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses in respect of the Buildings and the Premises proportionately and the said Apartment Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Apartment Unit until the same is assessed separately by the Corporation;

n) pay for other utilities consumed in or relating to the said Apartment Unit;

- o) allow the other Unit Allottees the right to easements and/or quasi-easements;
- p) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Corporation Taxes and other taxes and payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
- q) to make payment of applicable Goods and Services Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter, the Maintenance Agency and/or Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement;
- r) observe and comply with the said Lease including all terms, conditions, covenants, stipulations and restrictions contained therein and not to commit any breach, default and/or violation thereof and to make payment of any amount that may be payable thereunder proportionately and to keep the Promoter fully indemnified and harmless in this regard;
- s) ensure that the said Lease remain valid and subsisting for its entire period and/or duration and to keep the Promoter fully indemnified and harmless in this regard; and
- t) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes.

2. the Allottee has agreed and covenanted:

- a) not to damage, demolish or cause to be damaged or demolished the said Apartment or any part thereof;
- b) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Buildings and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;
- c) not to put any nameplate or letter box or neon-sign or board in the Common Areas including those mentioned in Part I, Part V and Part VI of Schedule E or on the outside walls of the Buildings save at the place as be approved or provided by the Promoter Provided However That nothing contained herein shall prevent the Allottee to put a decent nameplate on the outface of the main door of the said Apartment;
- d) not to open out any additional window or fix any grill box or



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

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

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

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

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

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

j) not to decorate the exterior of the Buildings otherwise than in the manner agreed by the Promoter in writing or in the manner as near as may be in which it was previously decorated and also not to alter or permit any alteration in the outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills/gates of the said Apartment Unit which in the opinion of the Maintenance Agency differ from the colour Scheme of the Buildings or deviation or which in the opinion of the Maintenance Agency may affect the elevation in respect of the exterior walls of the Buildings and/or the Premises and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation

and/or agreed liquidated damages at the rate of Rs. \_\_\_/- (Rupees \_\_\_\_\_ only) per square feet of the super built up area of the said Apartment Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;

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

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

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

n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Buildings;

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

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

q) not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning

the construction or completion or sub-lease of the Buildings and/or the Units therein by the Promoter at any time, whether before or after the Date of Possession and/or delivery of possession of the said Apartment Unit to the Allottee, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Apartment Unit by the Allottee and to be responsible and liable for all losses and damages which the Promoter may suffer in this regard due to any default by the Allottee;

r) not to object, obstruct or create any hindrance to the Promoter making Additional/Further Constructions subsequently and/or granting similar rights to the sub-lessees and occupiers thereof in respect of the Common Areas including those mentioned in Part I, Part V and Part VI of Schedule E;

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

t) not cover the Common Areas including those mentioned in Part I, Part V and Part VI of Schedule E, fire exits and balconies/terraces (if any) of the said Apartment;

u) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Areas including those mentioned in Part I, Part V and Part VI of Schedule E in any manner whatsoever;

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

w) not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Allottee, if any, mentioned in **Part II of Schedule A**;

x) not to sub-lease, let out or part with possession of the said Car Parking Space, if so agreed to be allotted to the Allottee hereunder, independent of the said Apartment and to use the same only for the purpose of parking of a motor car;

y) not to use the said Apartment Unit for any purpose save and except for residential purpose for the period commencing from the date of execution of the Deed of Sub-Lease in favour of the Allottee for the residue unexpired term of the said Lease and not to use the

said Apartment Unit for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, coaching centre, music or dance centre, repairing centre, commercial guest house, spa, massage parlour, Club House, Eatery, boarding house, lodge, business centre, etc or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Buildings;

z) not to do any addition, alteration, structural changes, construction or demolition in the said Apartment Unit without prior written permission from the Corporation and other concerned authorities as also the Maintenance Agency and also subject to the condition that the same is not restricted under any other provision of this Agreement and in case of any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. \_\_\_/- (Rupees \_\_\_\_\_ only) per square feet of the super built up area of the said Apartment Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;

aa) not to raise or put up any kutchha or pucca constructions, grills, walls or enclosure of any kind around the said Car Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;

bb) not to make any claim of any nature whatsoever in respect of the Premises other than the said Apartment Unit hereby agreed to be sub-leased and the common enjoyment of the Common Areas mentioned in Part I, Part V and Part VI of Schedule E only;

cc) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Buildings and shall not project anything out of any window of the Premises;

dd) not to keep or harbour any bird or animal in the Common Areas including those mentioned in Part I, Part V and Part VI of Schedule E of the Premises and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Buildings and/or the Premises or on any portion thereof;

ee) not to make claim of any right of pre-emption or otherwise regarding any of the other Units or any portion of the Buildings and/or the Premises;

ff) not to install any air-conditioner except at the designated place shown by the Promoter and at no point of time to change the position, cabling, vents and/or arrangement for the air-conditioner without prior written consent of the Promoter;

gg) not to install any external wires or cables that may be visible outside the said Apartment;

hh) not to put any film, whether coloured, reflective or otherwise on the windows/glass, whether external or internal;

ii) not to install any false ceiling in the said Apartment without first making provision for the fire sprinkler and fire alarm system to be appropriately installed at the costs of the Allottee in the manner that the same are visible and operative externally and outside the false ceiling and do not adversely affect the fire safety;

jj) not to subdivide the said Apartment Unit and/or the said Car Parking Space, if allotted, or any portion thereof;

kk) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Buildings and the Premises not forming part of the Common Areas mentioned in Part I, Part V and Part VI of Schedule E;

ll) not to carry on or permit to be carried on at the said Apartment Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Unit Allottees /occupiers of the Premises and/or the neighbourhood;

mm) not to use the said Apartment Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Promoter to any liability under environmental laws or any other laws;

nn) not to interfere in any manner with the right, title, interest or entitlement of the Promoter and/or their sub-lessees in respect of other Units;

oo) not to do anything contrary to the said Lease and not to commit any breach or violation of the said Lease;

pp) not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Agreement and/or the said Lease;

qq) not to change the Project name and its logo under any

circumstances whatsoever; and

rr) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any of the Open Terraces in the Buildings and the Premises save and except the said Open Terrace, if any, mentioned in Part-I of Schedule-A.

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

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

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

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

7. The Allottee shall be responsible for and shall keep the Promoter and the Maintenance Agency indemnified and harmless of from and against all damages, claims, demands, costs, charges,

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

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

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

#### **SCHEDULE J - COMMON EXPENSES**

1. **Annual Lease Rent payable to RLDA under the said Lease:** Proportionate contribution towards payment of the Annual Lease Rent payable to RLDA under the said Lease.
2. **Association:** Establishment and all other capital and operational expenses of the Association. All expenses and outgoings for preparation and registration of Deed of Sub-Lease for transfer of undivided proportionate leasehold right in the Common Areas in favour of the Association including stamp duty, registration fees, legal fees, incidental expenses, etc.
3. **Common Utilities:** All charges and security deposits for supply, operation and maintenance of common utilities.
4. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.

5. **Litigation:** After handing over of possession all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
6. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas of the Premises, including the exterior or interior (but not inside any Unit) walls of the Buildings.
7. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas of the Premises, including lifts, generator, changeover switches, CCTV, if any, EPABX, if any, pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas of the Premises.
8. **Rates and Taxes:** Corporation Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Buildings and/or the Premises save those separately assessed on the Allottee.
9. **Staff:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits.
10. **Mechanical Car Parking System:** All fees, costs, charges, taxes and expenses for managing, maintaining and up-keep of the Mechanical Car Parking System including periodic maintenance, repairs, replacement, renovation, overhaul, insurance, deployment of personnel and agency for its operation and other purposes, security, protection, depreciation, electricity costs for operations as also ancillary or incidental expenses regarding the Mechanical Car Parking System, etc.
11. **Management Fees**
12. **General & Out Pocket Expenses:** All other expenses and/or outgoings including litigation expenses, if any, as may be incurred by the Maintenance Agency/ Association for the Common Purposes.

Notwithstanding anything to the contrary contained elsewhere in this Agreement it is made clear that although the Mechanical Car Parking System is not part of the Common Areas, all expenses regarding the same shall form part of the Common Expenses and the Allottee is hereby expressly agreeing to pay the proportionate costs for the same irrespective of whether the Allottee has facility of parking thereat.

#### **SCHEDULE K - RIGHTS OF THE MAINTENANCE AGENCY/ASSOCIATION**

- a) Apportionment of any liability of the Allottee in respect of any expenses, taxes, dues, levies or outgoings payable by the Allottee pursuant to this Agreement or otherwise shall be Proportionate.



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

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

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

e) The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all costs and expenses relating to the Mechanical Car Parking System (including its running, maintenance, operation, repair, replacement, renovation, insurance etc.) proportionately irrespective of whether the Allottee has facility of parking thereat as also such costs and expenses may be charged from the Allottee as part of the Maintenance Charges or proportionate Common Expenses or separately as the Maintenance Agency may deem fit and proper.

f) The Allottee shall co-operate with the other Unit Allottees, the Promoter and the Maintenance Agency in the management and maintenance of the Premises and shall observe and comply with such covenants as be deemed reasonable by the Promoter and/or the Maintenance Agency for the Common Purposes.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee (including Joint Allottees)

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

Please affix  
Photographs  
and sign across  
the photograph

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

Please affix  
Photographs  
and sign across  
the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

Signature \_\_\_\_\_

Please affix  
Photographs and  
sign across the  
photograph

At Kolkata on in the presence of :

WITNESSES:

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

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

Drafted by:

R. Ginodia & Co. LLP, Advocates  
Ground Floor, 6, Church Lane,

Kolkata – 700 001

**DATED THIS      DAY OF      , 2024**

**BETWEEN**

**RIVERFRONT CONDOMINIUM PRIVATE  
LIMITED**

**AND**

---

**AGREEMENT FOR SUB-LEASE**

<b>Apartment No.</b>	<b>:</b>	
<b>Floor</b>	<b>:</b>	
<b>Tower</b>	<b>:</b>	

DATED THIS            DAY OF            , 2024

**BETWEEN**

**RIVERFRONT CONDOMINIUM PRIVATE LIMITED**

AND

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**AGREEMENT FOR SUB-LEASE**

<b>Apartment No.</b>	:	
<b>Floor</b>	:	
<b>Tower</b>	:	

Riverfront Condominium Pvt. Ltd.

*A. K. Singh*

Director / Authorised Signatory