

**FORM OF SAMPLE SUB-LEASE DEED**

This Sub-Lease Deed dated this [] day of [] 2024 is entered into at Kolkata

BY AND BETWEEN

1. **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 \_\_\_\_\_ (hereinafter referred to as the "**Lessee**", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, mean and include its successors-in-interest and assigns) of the **ONE PART**

AND

2. (a) \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_, by occupation \_\_\_\_\_, having Income Tax Permanent Account Number \_\_\_\_\_ and Aadhaar Number \_\_\_\_\_ and (b) \_\_\_\_\_ 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 \_\_\_\_ (hereinafter referred to as the "**Sub-Lessee**") of the **OTHER PART**

Lessee and Sub-Lessee shall hereinafter individually be referred to as "**Party**" and collectively as "**Parties**".

**WHEREAS**

A. RLDA has entered into 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 with the Lessee (the "**Lease Deed**") for grant of lease in favour of the Lessee herein in respect of the said Land described in **Schedule A** hereto together with the benefit of 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 and clearances that

have been and/or may be issued in the name of RLDA for a period of 98 (ninety eight) years 3 (three) months 26 (twenty six) days commencing from 21<sup>st</sup> June, 2024 on the terms and conditions contained in the Lease Deed and the documents forming part thereof (hereinafter referred to as “**the said Lease**”), a copy of which is annexed hereto and marked as **Annexure-A** to form part of this Sub-Lease Deed.

B. 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 Lessee 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.

C. The said Land was earmarked for the purpose of building residential-cum-commercial multi-storied buildings **in phases** and the Project has been named “**\_\_\_\_\_**”. The Club to be constructed on a portion of the said Land shall be constructed and operationalised in phases subsequent to transfer after handover of possession of the Units comprised in the Buildings.

D. The Howrah Municipal Corporation has sanctioned the Plans for development and construction on the said Land vide Building Permit No. SWS-OBPAS/1902/2024/0761 dated 13<sup>th</sup> June, 2024.

E. The Project has been registered under the Act with the Real Estate Regulatory Authority at Kolkata on **\_\_\_\_\_** under registration no. **\_\_\_\_\_**.

F. The Lessee has completed the construction of the Project in terms of the Lease Deed and the Plans and has received Partial Completion Certificate dated **\_\_\_\_\_** from the Nodal Officer of RLDA. Partial Completion Certificate dated **\_\_\_\_\_** has also been issued by the Howrah Municipal Corporation.

G. The Lease Deed permits the Lessee to market the Units in the Project and sub-lease them to end users, inter-alia, on the terms and conditions stated therein. The format of the sample Sub-Lease Deed on the basis of which this Sub-Lease Deed has been prepared, has been duly vetted and approved by RLDA.

H. By and under the Agreement, it was agreed that the said Apartment Unit would be sub-leased by the Lessee to the Sub-Lessee at and for the Agreed Premium/Total Price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for the period and on the terms and conditions contained therein but subject to the said Lease. In the Agreement, Carpet Area of about \_\_\_\_\_ square feet, more or less, and Built-up Area of about \_\_\_\_\_ square feet, more

or less, were mentioned in respect of the said Apartment and corresponding Super Built-up Area of \_\_\_\_\_ square feet was mutually agreed and accepted by the parties. Upon construction, the said Apartment contains Carpet Area of about \_\_\_\_\_ square feet, more or less, and Built-up Area of \_\_\_\_\_ square feet, more or less, and the parties have mutually agreed and accepted Super Built-up area of \_\_\_\_\_ square feet corresponding to the same. Accordingly, due to the increase in Carpet Area, the consideration of Rs. \_\_\_\_\_/- mentioned in the Agreement has been proportionately increased to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only). The said Apartment is more fully and particularly mentioned and described in **Part I of Schedule F** hereto with the aforesaid final increased measurement.

I. Notwithstanding anything to the contrary contained elsewhere, it is clarified that at the request of the Sub-Lessee, the Lessee has constructed and completed the said Apartment in bare condition as per specifications mentioned in Schedule D to the Agreement. The Internal Finishing shall be done by the Sub-Lessee at the Sub-Lessee's own costs. The Agreed Premium/Total Price does not include the costs of Internal Finishing which is payable by the Sub-Lessee directly to other entities, in addition to payment of the Agreed Premium/Total Price to the Lessee.

J. The Sub-Lessee confirms that upon independent examination and verification and after being thoroughly satisfied about and/or fully aware of 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, the Lease Deed and/or the said Lease and the documents forming part thereof which the Sub-Lessee 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, the leasehold right of the Lessee in respect of the said Land and the said Apartment Unit in terms of and under the said Lease, the Plans sanctioned by the Corporation and the necessary sanctions, approvals, permissions, etc. including the Partial Completion Certificate dated \_\_\_\_\_, the Phase wise development of the said Land in several phases and after inspection of the said Apartment Unit and the Buildings including the Common Areas and being thoroughly satisfied about the actual constructions (including the quality and specifications thereof, the Carpet Area, Built-up Area and the mutually agreed Super Built-up Area of the said Apartment Unit, the workmanship, the quality of materials used, the structural stability and the construction of the Buildings, the Common Areas and the said Apartment), the Sub-Lessee has taken possession of the said Apartment Unit and is obtaining sub-lease in respect of the said Apartment Unit pursuant to the Agreement between the Lessee and the Sub-Lessee. The Sub-Lessee undertakes and covenants not to raise henceforth any objection or make any requisition regarding any of the above matter/issues and also waives and disclaims all claims and rights, if any, to do so. The Sub-Lessee declares and confirms that the construction of the Buildings including the said Apartment Unit and the Common Areas is complete in all respects to the complete satisfaction of the Sub-Lessee and

that the delay, if any, in completion has been and/or is deemed to be and/or is hereby condoned by the Sub-Lessee and that the Lessee has complied with and/or is deemed to have complied with all its obligations including those under the Act and the Rules and Regulations thereunder and that the Sub-Lessee has no complaint or claim whatsoever against the Lessee on any account whatsoever and the Sub-Lessee also waives and disclaims all claims and rights, if any, in this regard. Notwithstanding anything to the contrary contained elsewhere in the Agreement or this Deed or otherwise, it is expressly acknowledged and agreed by the Sub-Lessee that prior to entering into the Agreement and prior to making any payment, the Sub-Lessee 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 Sub-Lessee agrees, undertakes and covenants to fully comply with the same. Prior to execution of this Deed, the Sub-Lessee has made payment of the Agreed Premium/Total Price, the Additional Liabilities and Deposits mentioned in the Agreement to the Lessee.

K. 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 Unit Sub-Lessees of the Project.

L. The Sub-Lessee declares and confirms that prior to the execution of the Agreement and this Deed the Sub-Lessee has independently made himself aware of all Applicable Laws, rules, regulations, notifications, guidelines, approvals, permissions, sanctions, no objections, registrations, etc. relating to the Project and has fully satisfied himself regarding the same.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Sub-Lease Deed and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound, hereby agree as follows:

## **ARTICLE I**

### **DEFINITIONS AND INTERPRETATIONS**

1.1 In this Sub-Lease Deed, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meanings hereinafter respectively assigned to them:

- i. "Act" means the Real Estate (Regulation and Development) Act, 2016;

ii. **“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 Lessee and shall belong to the Lessee 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 Sub-Lessees in respect of the Common Areas;

iii. **“Agreed Premium/Total Price”** shall mean the consideration mentioned in **Schedule E** paid by the Sub-Lessee for obtaining sub-lease of the said Apartment Unit (excluding Goods and Services Tax and cess or any other similar taxes in connection with the construction of the Project, by whatever name called which has been paid / is payable additionally by the Sub-Lessee, as applicable from time to time);

iv. **“Agreement”** shall mean the Agreement for Sub-Lease dated \_\_\_\_\_ registered at the office of the \_\_\_\_\_ in Book No. \_\_, Volume No. \_\_\_\_\_, Pages \_\_\_\_\_ to \_\_\_\_\_, Being No. \_\_\_\_\_ for the year\_\_\_\_ made between the Lessee and the Sub-Lessee herein;

v. **“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;

vi. **“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 Sub-Lessee, 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 Schedule B**;

vii. **“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. including the Partial Completion Certificate dated \_\_\_\_\_ that have been and/or may be issued at any time in the name of RLDA and/or the Lessee and shall also include the variations, modifications, alterations and changes therein that may be made by the Lessee, if any, as well as all revisions, renewals and extensions thereof, if any.

viii. **“Architect(s)”** shall mean \_\_\_\_\_ of \_\_\_\_\_ or such other Architect(s) whom the Lessee may from time to time appoint as the Architect(s) for the Buildings;

ix. **“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 Lessee and the representatives of all the Unit Sub-Lessees and which shall be formed or incorporated for the Common Purposes with such rules and regulations as shall be framed by the Lessee;

x. **“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 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;

xi. **“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;

xii. **“Car Parking Spaces”** shall mean the spaces 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;

xiii. **“Carpet Area”** shall have the meaning as ascribed to it under the Act;

xiv. **“Commercial Building”** shall mean the 1 (one) commercial building having basement plus ground plus five upper floors sanctioned at present 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;

xv. **“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 are capable of being exclusively occupied, used and/or enjoyed by any Unit Sub-Lessee for such commercial purpose as may be permitted by the Lessee;

xvi. **“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 Sub-Lessee for such commercial purpose as may be permitted by the Lessee, 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 **Schedule B** hereto;

xvii. **“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 **Part IV** of **Schedule D**;

xviii. **“Common Areas”** shall mean the common areas, facilities and installations in the Buildings and the Premises for common use and enjoyment of the Unit Sub-Lessees and which are mentioned in **Parts I, II, III, IV, V** and **VI** of **Schedule B** hereto Provided However that any particular Unit Sub-Lessee 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 B which are permitted and/or allowed under the Deed in favour of that Unit Sub-Lessee and Provided Further that the said Land and/or any portion thereof shall not form part of the Common Areas under any circumstance whatsoever;

xix. **“Common Areas for Towers”** shall mean the common areas, facilities and installations mentioned in **Parts I, V** and **VI** of **Schedule B** hereto which are meant for common use of the Unit Sub-Lessees of Units comprised in Towers only including the Additional/Further Constructions, if any, in the Towers;

xx. **“Common Areas for Town House Section”** shall mean the common areas, facilities and installations mentioned in **Parts II, V** and **VI** of **Schedule B** hereto which are meant for common use of the Unit Sub-Lessees of Units comprised in Town House Section only;

xxi. **“Common Areas for Villa Section”** shall mean the common areas, facilities and installations mentioned in **Parts III, V** and **VI** of **Schedule B** hereto which are meant for common use of the Unit Sub-Lessees of Units comprised in Villa Section only;

xxii. **“Common Areas for Commercial Building”** shall mean the common areas, facilities and installations mentioned in **Parts IV** and **VI** of **Schedule B** hereto which are meant for common use of the Unit Sub-Lessees of Units comprised in the Commercial

Building only including the Additional/Further Constructions, if any, in the Commercial Building;

xxiii. **“Common Areas for Towers, Town House Section and Villa Section”** shall mean the common areas, facilities and installations mentioned in **Part V** of **Schedule B** hereto which are meant for common use of only (i) the Unit Sub-Lessees of Units comprised in the Towers (including Additional/Further Constructions, if any, in the Towers), (ii) the Unit Sub-Lessees of Town House Section and (iii) the Unit Sub-Lessees of Villa Section;

xxiv. **“Common Areas for Towers, Town House Section, Villa Section and Commercial Building”** shall mean the common areas, facilities and installations mentioned in **Part VI** of **Schedule B** hereto which are meant for common use of only (i) the Unit Sub-Lessees of Units comprised in the Towers (including Additional/Further Constructions, if any, in the Towers), (ii) the Unit Sub-Lessees of Town House Section, (iii) the Unit Sub-Lessees of Villa Section and (iv) the Unit Sub-Lessees of Commercial Building (including Additional/Further Constructions, if any, in the Commercial Building);

xxv. **“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 Sub-Lessees, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Sub-Lessees 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;

xxvi. **“Common Roof Area for Towers”** shall mean only the specified and demarcated portion / area of the ultimate roofs of the Towers delineated in **RED** borders in the **Roof Plan** annexed hereto along with the Lift Machine Room and the water tank thereon, which only shall form part of the Common Areas for Towers;

xxvii. **“Common Roof Area for Commercial Building”** shall mean only the specified and demarcated portion / area of the ultimate roof of the Commercial Building delineated in **RED** borders in the **Roof Plan** annexed hereto along with the Lift Machine Room and the water tank thereon, which only shall form part of the Common Areas for Commercial Building;

xxviii. **“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;

xxix. **“Corpus Fund”** shall mean the fund comprising of the amounts paid / deposited or contributed or to be paid / deposited and/or contributed by each Unit Sub-Lessee, including the Sub-Lessee 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;



xxx. “**Date of Possession**” shall mean the date of hand over of the possession of the said Apartment to the Sub-Lessee or the date of this Sub-Lease Deed whichever is earlier;

xxxi. “**Maintenance Agency**” shall mean the Lessee itself or any entity appointed by the Lessee for the Common Purposes or upon its formation, the Association;

xxxii. “**Maintenance Charges**” shall mean the proportionate amount of Common Expenses payable monthly by the Sub-Lessee to the Maintenance Agency;

xxxiii. “**Mechanical Car Parking System**” shall mean the mechanical car parking system(s) having Dependent or Stack Car Parking System 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 Sub-Lesseees 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;

xxxiv. “**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 Unit Sub-Lessee/occupant of such Unit;

xxxv. “**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 Lessee, if any, as well as all revisions, renewals and extensions thereof, if any;

xxxvi. “**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 A** hereto and the same shall wherever the context permits also include the Buildings and the Common Areas to be constructed thereon;

xxxvii. **“Project”** shall mean the development and construction at the Premises or such portions thereof as have been and/or may be made by the Lessee from time to time and shall include the Buildings (including Additional/Further Constructions) as also all Common Areas that have been and/or may be constructed on any portion of the Premises;

xxxviii. **“Proportionate”** shall mean the proportion which the carpet area of the said Apartment bears to the total carpet area of all the Units in the Project;

xxxix. **“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;

xl. **“Regulations”** shall mean the Regulations that may be made under The Real Estate (Regulation and Development) Act, 2016 applicable to West Bengal;

xli. **“Rules”** shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021;

xlii. **“Said Apartment Unit/Sub-Leased Area”** shall mean the Apartment described in **Part I** of **Schedule F** hereto.

xliii. **“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 **Schedule B** hereto only in common;

xliv. **“Said Open Terrace”** shall mean the Open Terrace, if any, mentioned in **Part-I** of **Schedule-F** hereto;

xlv. **“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 which is morefully described in **Schedule A**;

xlvi. **“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;

xlvii. **“Said Car Parking Space”** shall mean the right to park medium sized car(s) if any, described in **Part II** of **Schedule F** hereto;

xlvi. "Section" means a section of the Act;

xlix. "Sub-Lease Effective Date" shall mean the date on which the last of the Parties hereto, executes this Sub-Lease Deed.

l. "Sub-Lease Term" shall mean the duration of the sub-lease beginning from the Sub-Lease Effective Date until expiry of the sub-lease.

li. "Party" or "Parties" shall have the meanings ascribed to the terms in the Recital to this Sub-Lease Deed.

lii. "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;

liii. "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 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;

liv. "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;

lv. "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 constructed on a portion of the Premises as per the Plans;

lvi. "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 Sub-Lessee, 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 B** only in common;

lvii. "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;

lviii. **“Unit Sub-Lessees”** shall, according to its context, mean all Sub-Lessees and/or intending Sub-Lessees of different Units in the Buildings including the Lessee in respect of such Units as may be retained and/or not sub-leased and/or not agreed to be sub-leased for the time being by the Lessee;

lix. **“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;

lx. **“Villa Section”** shall mean \_\_\_\_ (\_\_\_\_\_) residential Villas each having ground plus one upper floor only constructed on a portion of the Premises as per the Plans;

lxi. **“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 Sub-Lessee, 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 B** only in common;

lxii. **“Masculine Gender”** used in this Sub-Lease Deed shall include the feminine and neuter gender and vice versa and **Singular Number** shall include the plural and vice versa.

1.2 The words and expressions beginning with or in capital letters used in this Sub-Lease Deed and not defined herein and defined in the Lease Deed shall, unless repugnant to the context, have the meanings respectively assigned to them in the Lease Deed.

1.3 In this Sub-Lease Deed, unless the context otherwise requires, the rules of interpretation as specified in Clause 1.2 of the General Conditions of Lease Deed shall apply. In case of any inconsistency between the provisions of this Sub-Lease Deed and the provisions of the Lease Deed, the provision of Lease Deed shall prevail.

## ARTICLE II

### GRANT OF SUB-LEASE

2.1 As a part of and in consideration of entering into this Sub-Lease Deed and in consideration of the Sub-Lessee having paid the Agreed Premium/Total Price mentioned in **Schedule-E**, and the covenants and warranties on the part of the Sub-Lessee herein, the Lessee, in accordance with the terms and conditions set forth herein and subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule-C** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Article II, Article VIII and Schedule-D** as also the terms, conditions,

restrictions, stipulations, obligations and covenants mentioned in the said Lease, hereby, grants sub-lease in respect of the said Apartment described in **Part-I of Schedule-F (said Apartment)** together with right to park medium sized car(s) in the said Car Parking Space described in **Part-II of Schedule-F (said Car Parking Space)** and together with right to use and enjoy the Common Areas described in **Part I, Part V and Part VI of Schedule-B** hereto in common, to the Sub-Lessee, commencing from the date hereof, on an "as is where is" basis, for the residue unexpired term of the said Lease for usage as are permitted under this Sub-Lease Deed. It is made clear that the above grant of sub-lease is subject to the Sub-Lessee making timely payment of the Maintenance Charges, Corporation taxes and other liabilities and subject to the rights and entitlements of common use and enjoyment of the Unit Sub-Lessee and/or occupiers of the other portions of the Buildings in respect of the same.

2.2 The rights of the Sub-Lessee shall be only that of a sub-lessee for the purposes specified in this Sub-Lease Deed and subject to terms and conditions as contained in this Sub-Lease Deed as also the Lease Deed.

2.3 The Sub-Lessee shall not have any right to make any structural changes in the Sub-Leased Area or to construct, erect, renovate, alter, or otherwise deal with the Sub-Leased Area except to carry out interior finishing works, partitions, furnishing and fittings to the extent necessary for his personal uses.

2.4 The Sub-Lessee shall at all times during the Sub-Lease Term keep the Sub-Leased Area in good and working condition and shall not damage or allow any damage by its visitors/guests/invitees either to the Sub-Leased Area or to the Common Areas in the Premises.

2.5 The term '**the said Apartment Unit/the Sub-Leased Area**' wherever used in this Deed shall include all the properties and rights mentioned in **Clause 2.1** hereinbefore which are being hereby sub-leased in favour of the Sub-Lessee, unless contrary to the context and it is expressly made clear that the same constitute one residential unit. Notwithstanding anything to the contrary contained elsewhere it is hereby expressly agreed that the Agreed Premium has been mutually agreed upon on the basis of the Carpet Area of the said Apartment and that the amounts of the Additional Liabilities and Deposits mentioned in the Agreement have been mutually agreed upon between the parties. It is clarified that the Super Built-up Area is a notional area for calculation of Maintenance Charges, Common Expenses, etc. and has no connection with the Agreed Premium mentioned in the Agreement and that any variation in the Super Built-up Area due to variation in the Proportionate share shall not affect the Agreed Premium and/or the Additional Liabilities and Deposits mentioned in the Agreement and no claim can be raised regarding the same by the Sub-Lessee and the Sub-Lessee shall not be entitled to and covenants not to demand any refund out of the Agreed Premium and/or the Additional Liabilities and Deposits mentioned in the Agreement paid by the Sub-Lessee on the ground of or by reason of any variation of the Super Built-up Area due to variation in the Proportionate share.

2.6 The (a) 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 B**, (b) the Common Areas mentioned in **Part II, Part III and Part IV of Schedule B**, (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 and (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 Sub-Lessee and the Sub-Lessee shall not have any right, title, interest, claim or entitlement whatsoever in respect thereof in as much as the same shall belong exclusively to the Lessee and the Lessee 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 Lessee in its absolute discretion, without any reference to the Sub-Lessee who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Sub-Lessee may be entitled to, both in law or any equity, in favour of the Lessee.

2.7 Notwithstanding anything to the contrary contained elsewhere, it is clarified that the Lessee shall continue to be entitled to use and utilise all the Common Areas mentioned in **Schedule-B** hereto irrespective of execution and registration of the Sub-Lease Deeds in favour of the Unit Sub-Lessees.

2.8 The proportionate share of the Sub-Lessee in respect of any matter referred to under this Deed shall be such as may be determined by the Lessee from time to time and the Sub-Lessee agrees, undertakes and covenants to accept the same notwithstanding variations.

2.9 The entitlement of the Sub-Lessee in respect of the Common Areas mentioned in Part I, Part V and Part VI of Schedule B shall be variable depending on Additional/Further Constructions, if any, made by the Lessee from time to time and the Sub-Lessee hereby irrevocably consents to the same. Any such variation shall not affect the Agreed Premium/Total Price, Additional Liabilities and Deposits and no claim can be or shall be raised regarding the same by the Sub-Lessee and the Sub-Lessee shall not be entitled to and covenants not to demand any refund out of the Agreed Premium/Total Price, Additional Liabilities and/or Deposits paid by the Sub-Lessee on the ground of or by reason of any variation and/or any Additional/Further Constructions.

2.10 The Lessee shall be entitled at all times to install, display and maintain its name and/or logo on the roofs (including the 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 Sub-Lessee, Unit Sub-Lesseees and the Association shall be entitled to object or to hinder the same in any manner whatsoever. The Lessee and its agents shall be entitled to have unhindered access to the roofs (including the 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 Sub-Lessee hereby consents to the same and no one including the Sub-Lessee, Unit Sub-Lesseees and the Association shall be entitled to object or to hinder such access in any manner whatsoever. No one including the Unit Sub-Lesseees 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 Lessee.

2.11 The Lessee may permit and/or grant rights to outside/third parties against payment of consideration/charges to the Lessee 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 of the Buildings (including those mentioned in Part I, Part V and Part VI of Schedule B) 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 Sub-Lessee, other Unit Sub-Lesseees, 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.

2.12 The Sub-Lessee shall be entitled to occupy, possess, use and enjoy the said Apartment Unit in the manner not inconsistent with the Sub-Lessee's rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Sub-Lessee and/or the Lessee.

2.13 Only the Common Roof Area for Towers shall be meant for common use and form part of Common Areas mentioned in Part I, Part V and Part VI of Schedule B. The Common Roof Area for Towers includes the areas of the staircase, lift Machine Room and water tank and shall be used for any common installations and facilities as may be necessary from time to time as also as a fire refuge area on the roof, if required. The Common Roof Area for Towers shall be maintained by the Maintenance Agency and costs of the same shall form part of the Common Expenses. Antenna may be installed only on the portion of the Common Roof Area for Towers above the lift Machine Room, water tank and staircase.

2.14 Besides the additions and alterations permissible under the Act and/or the Rules and

Regulations thereunder, the Sub-Lessee has irrevocably consented to and/or hereby irrevocably consents that the Lessee 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 B and its layout 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 Sub-Lessee had been informed and made aware that the Common Areas including those mentioned in Part I, Part V and Part VI of Schedule B and its layout and/or location may undergo changes and/or modifications and the Sub-Lessee has consented to and/or hereby again consents to the same and this is and shall be deemed to be the previous written consent of the Sub-Lessee 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 B** shall not be reduced to the detriment of the Sub-Lessee.

2.15 The Sub-Lessee has irrevocably consented and/or hereby irrevocably consents that the Lessee 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 B and such future Additional/Further Constructions shall belong exclusively to the Lessee 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 Lessee is entitled to shift any part of the Common Areas including those mentioned in Part I, Part V and Part VI of Schedule B (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 B and all utility connections and facilities to the Additional/Further Constructions. The Lessee 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 Lessee has an irrevocable sole right in respect of the same and the Sub-Lessee 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 B** shall not be reduced to the detriment of the Sub-Lessee.

2.16 Notwithstanding anything to the contrary contained elsewhere it is hereby made



clear that any area not included in the Common Areas that is not sub-leased shall belong exclusively to the Lessee and the Lessee shall be entitled to deal with and dispose of the same in any manner it deems fit and appropriate the consideration for the same.

2.17 Non-enforcement of any right by the Lessee or any indulgence granted by the Lessee to the Sub-Lessee or any other Unit Sub-Lessee shall not amount to any waiver of the rights of the Lessee.

2.18 If at any time there be demand, imposition of or enhancement of any tax, duty, levy, cess, surcharge or fee (including Goods & 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 Lessee or the Sub-Lessee) the same shall be borne and paid by the Sub-Lessee, wholly in respect of the said Apartment Unit and proportionately in respect of the Premises, the Buildings and the Common Areas, without raising any objection thereto. The Lessee shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Sub-Lessee shall make such payment within 7 (seven) days of demand being made by the Lessee and/or the concerned authority. It is expressly agreed that the same shall be the liability of the Sub-Lessee and the Lessee shall be entitled to recover the same from the Sub-Lessee if any such payment is made by the Lessee for any reason.

2.19 The Sub-Lessee 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 Lessee fully indemnified in this regard.

2.20 The Sub-Lessee shall ensure that the said Lease remains valid and subsisting for the entire term and shall keep the Lessee and the other Unit Sub-Lessees fully indemnified in this regard.

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

2.22 The Lessee shall be entitled to sub-lease the Apartment Units on such terms and conditions as the Lessee may deem fit and proper and which may be at variance with the terms and conditions applicable to the Apartment Units in general and to the Sub-Lessee in particular.

2.23 The Lessee shall be entitled to sub-lease the Town House Units and the Villa Units on such terms and conditions as the Lessee 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 Sub-Lessee in particular. Without restricting or limiting the generality of the above it is clarified that the Lessee shall be entitled inter alia to at its sole discretion:

- (a) charge Maintenance Charges and Common Expenses to the Unit Sub-Lesseees of the Town House Units and/or the Villa Units at such differential rate as may be decided by the Lessee;
- (b) limit or restrict the rights of the Unit Sub-Lesseees 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 Sub-Lesseees 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 Sub-Lesseees 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 Sub-Lesseees of the Town House Units and/or the Villa Units;

2.24 The Lessee shall be entitled to sub-lease the Commercial Units on such terms and conditions as the Lessee 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 Sub-Lessee in particular. Without restricting or limiting the generality of the above it is clarified that the Lessee shall be entitled inter alia to at its sole discretion:

- (a) grant rights to Unit Sub-Lesseees 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 Lessee for the same and no one including the Unit Sub-Lesseees, 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 Sub-Lesseees of Commercial Units shall belong exclusively to the Lessee;
- (b) allow the Unit Sub-Lesseees 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 Sub-Lesseees of Commercial Units at such higher rate as may be decided by the Lessee;
- (d) limit or restrict the rights of the Unit Sub-Lesseees of Commercial Units in respect of use of certain Common Areas;

- (e) grant additional/differential rights to the Unit Sub-Lessees of Commercial Units in respect of use of certain Common Areas;
- (f) grant differential rights to the Unit Sub-Lessees 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 Sub-Lessees of Commercial Units;
- (h) allow the Unit Sub-Lessees 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 Lessee.

2.25 The said Open Terrace, if mentioned in **Part-I** of **Schedule F** 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 Sub-Lessee for the purpose of private terrace only. The Sub-Lessee 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 Sub-Lessee 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 Lessee. The said Open Terrace shall form an integral part of the said Apartment Unit and shall be sub-leased only as a part of the same and not independently or in any other manner.

2.26 The Sub-Lessee 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 Sub-Lessees and occupants thereof.

2.27 The Sub-Lessee shall be entitled To Have And To Hold the sub-leasehold interest in respect of the said Apartment Unit hereby sub-leased or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Sub-Lessee for the residue unexpired term of the said Lease in the manner not inconsistent with the rights of the Sub-Lessee hereunder and subject to the restrictions, obligations, terms and conditions herein and subject to the Sub-Lessee not committing any breach, default or violation and subject to the Sub-Lessee not creating any hindrance relating to the rights and/or entitlements of any other Unit Sub-Lessee and/or the Lessee.

2.28 The grant of sub-lease in respect of the said Apartment Unit is subject to the terms and conditions of the said Lease and the mutual easements and restrictions mentioned in this Deed including in **Schedule-C** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Sub-Lease Deed including in **Article II, Article**

**VIII** and **Schedule-D** hereto, which shall be covenants running with the said Apartment Unit in perpetuity.

2.29 Notwithstanding anything to the contrary contained elsewhere in this Sub-Lease Deed 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 by the Corporation are meant to be used only for parking cars by the Unit Sub-Lesseees 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 Sub-Lesseees also varies.
- (c) For the sake of certainty and clarity and to avoid any confusion, specified Car Parking Spaces including Mechanical Car Parking System are being 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 Sub-Lessee, the Lessee has allotted the said Car Parking Space, if any, mentioned in Part II of Schedule F for exclusive use by the Sub-Lessee.
- (e) All un-allotted Car Parking Spaces shall be identified/demarcated and retained by the Lessee for allotment of the same for the consideration and in the manner deemed fit and proper by the Lessee.
- (f) Any scheme of numbering of Car Parking Spaces will be subject to revision as per the discretion of the Lessee and the revised car parking number shall be intimated to the Sub-Lessee upon such revision.
- (g) It is expressly made clear that only right of use is being granted in respect of the said Car Parking Space, if any, mentioned in Part II of Schedule F and no sub-lease is being granted in respect of the same.
- (h) The Sub-Lessee agrees and undertakes not to raise any dispute or objection regarding the allotment of Car Parking Spaces made by the Lessee to other Unit Sub-Lesseees and agrees and undertakes not to disturb the use of the allotted Car Parking Spaces by the other Unit Sub-Lesseees.
- (i) The Sub-Lessee agrees and undertakes that the Sub-Lessee shall, upon formation of the Association and/or execution of the Sub-Lease Deed, 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 Lessee to the Unit Sub-Lesseees (including the Sub-Lessee herein) of the Units in the Buildings.

2.30 Club

- (a) The Lessee 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 Deed 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 Sub-Lessees of the Project or any of its Phases provided however, the Lessee shall construct, complete and make operational the Club within a reasonable period of issue of Full Completion/Occupancy Certificate for the entire Project. The Sub-Lessee agrees and accepts the above and undertakes and covenants not to raise any objection whatsoever regarding the same. Notwithstanding anything to the contrary contained elsewhere in this Deed 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 Lessee 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 Sub-Lessees 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 Deed. The Sub-Lessee 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 Sub-Lessee and/or any other Unit Sub-Lessee of the Project. The Lessee 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 Lessee from time to time shall be payable and/or has been paid by the Sub-Lessee for becoming a member of the Club. All Unit Sub-Lessees 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 Lessee and the Lessee shall not be required to account for the same at any time or under any circumstance. The rights and obligations of the Unit Sub-Lessees (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 Sub-Lessee, 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 Lessee 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 Lessee may admit persons other than the Unit Sub-Lessees (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 Lessee may decide in its sole discretion and some honorary members may also be admitted by the Lessee. Such members of the Club who do not have any 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 Sub-Lessee (and / or subsequent sub-lessees/occupiers of the said Apartment Unit) shall pay a monthly/periodical subscription to the Lessee which shall be fixed by the Lessee from time to time. The Lessee may also prescribe charges to be paid by the members and/or their guests for use of different Club facilities/activities. The Lessee 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 Sub-Lessees (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 Lessee 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 Lessee either by itself or at its discretion through any managing

committee/body consisting of such persons as may be appointed by the Lessee and/or by any person or entity nominated by the Lessee to run and operate the Club for such consideration (which shall belong to the Lessee) and on such terms and conditions as may be decided by the Lessee and in such an event such person or entity shall exercise the rights of the Lessee in respect of the Club as are mentioned in this Deed.

- (h) The leasehold rights in respect of the Club Land and the Club shall belong to the Lessee 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 Lessee 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 Sub-Lessees/ members of the Club.
- (j) The Sub-Lessee 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 Sub-Lessee in terms of this Deed and the Club may be made, constructed and operationalised subsequently. The Club and its facilities shall be 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 Lessee shall operationalise the facilities in the Club progressively and the Sub-Lessee understands that the facilities in the Club are not fully complete and are not fully operationalised by the Date of Possession. Only upon the Club being constructed, made ready and operational in phases, the Sub-Lessee shall become entitled to use the Club and its facilities in phases.

2.31 The Lessee shall upon receipt of a written request from the Association (upon formation) and subject to payment of all amounts and expenses, execute a Sub-Lease Deed of undivided proportionate sub-leasehold right in the Common Areas in favour of the Association for the residue unexpired term of the said Lease in the manner agreed upon after completion of the Project upon grant of the Full Completion/Occupancy Certificate by the Corporation. Such Sub-Lease Deed shall be prepared and finalized by the Lessee. All expenses and outgoings for preparation and registration of such Sub-Lease Deed including stamp duty, registration fees, legal fees, incidental expenses, etc. shall be paid by the Association and/or the Unit Sub-Lessees including the Sub-Lessee without any amount being required to be contributed by the Lessee. The Sub-Lessee agrees, undertakes and covenants to make timely payment of his share of such expenses and outgoings within 7 days of demand.

2.32 Notwithstanding anything to the contrary contained elsewhere in this Deed it is hereby agreed that the Unit Sub-Lessees 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 Sub-Lessees 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 Sub-Lessees 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 Sub-Lessees 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.

### **ARTICLE III**

#### **USAGE**

3.0 The Sub Lessee hereby expressly covenants and agrees that, throughout the Sub-Lease Term, it shall use the Sub-Leased Area for residential purposes only and for no other purpose and strictly in accordance with the terms and conditions of this Sub-Lease Deed and the Lease Deed.

### **ARTICLE IV**

#### **CONSIDERATION**

4.1 Grant of the sub-lease is subject to payment of an interest free and refundable security deposit equivalent to 6 (six) months prior to execution of this Sub-Lease Deed. The Sub-Lessee has already paid an amount of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) vide \_\_\_\_\_ bank cheque no. \_\_\_\_\_ dated \_\_\_\_\_ to the Lessee. This security deposit shall be returned by the Lessee to the Sub-Lessee on expiry of the Sub-Lease Term or on termination of the Sub-Lease prior to the expiry, whichever is earlier, after return of physical possession of the vacant Sub-Leased Area by the Sub-Lessee to the Lessee, after making adjustments of all outstanding payments receivable by the Lessee from the Sub-Lessee.

4.2 In consideration for the grant of the sub-lease by the Lessee to the Sub-Lessee under this Sub-Lease Deed, the Sub-Lessee hereby agrees to pay and/or has paid to the Lessee the following amounts:



- (i) Monthly 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 this Sub-Lease Deed in favour of the Sub-Lessee 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.
- (ii) Sub-Lease Premium Amount of Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ only) (“**Agreed Premium/Total Price**”) for the sub-lease period commencing from the date of execution of this Sub-Lease Deed in favour of the Sub-Lessee for the residue unexpired term of the said Lease. The Sub-Lessee has already paid the Agreed Premium/Total Price to the Lessee.

4.3 The Sub lessee agrees to pay the monthly Maintenance Charges decided by the Lessee 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 towards the recurring expenditure in maintenance, security, utility services, lighting of common area, Common Purposes, etc. in respect of the Sub-Leased Area, the Common Areas, the Buildings and the Premises. The monthly maintenance charges shall have to be paid by the Sub-Lessee in advance prior to the 7<sup>th</sup> day of every month. Based on the actual expenses in the previous year and likely increase in such expenses in the next year the Lessee shall determine in the month of November every year the monthly maintenance charge for the next calendar year beginning 1<sup>st</sup> January. The Sub-Lessee agrees to pay the increased monthly maintenance charges as may be determined by the Lessee and the Sub-Lessee shall not be entitled to object thereto. The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Sub-Lessee shall not be entitled to object thereto.

4.4 The Sub-Lessee has the option to pay upfront a maximum of \_\_\_\_\_% (specify percentage to comply with the requirements of the Lease Deed) of the monthly rent specified at Article 4.2 above, for a part or full of the Sub-Lease Term by discounting future payments by 12% per year. Accordingly the Sub-Lessee has already paid Rs. \_\_\_\_\_ upfront rent for \_\_\_\_\_ months (*specify number of months*) vide \_\_\_\_\_ bank cheque no. \_\_\_\_\_ dated to the Lessee.

4.5 The Sub-Lessee agrees to pay through the Lessee a one-time non refundable fee at the rate of Rs. 100/- per square meters of Built Up Area (the amount may be revised by RLDA every five year to account for inflation) of the Sub-Leased Area to RLDA. Accordingly the Sub-Lessee hereby submits a bank cheque/demand draft no. \_\_\_\_\_ dated \_\_\_\_\_ payable in Delhi drawn in favour of "Rail Land Development Authority" towards information management costs. The Lessee shall collect this fee and deposit the same

with RLDA along with a copy of the Sub-Lease Deed within 30 (thirty) days of the Sub-Lease Effective Date.

4.6 The payments specified in Articles 4.1 to 4.5 above shall collectively constitute consideration (the "Consideration") for the sub-lease and shall be paid through account payee cheque in the designated account no. \_\_\_\_\_ of bank (the "Designated Account") of the Lessee, except the fee payable to RLDA in terms of Article 4.5. Any payment made in a way other than those specified herein shall not be acknowledged as part of the Consideration to the Sub-Lease Deed.

## ARTICLE V

### SUB LEASE TERM AND TRANSFERABILITY AND TERMINATION

5.1 The sub-lease in pursuance to this Sub-Lease Deed shall be for the period commencing from the Sub-Lease Effective Date for the residue unexpired term of the said Lease (herein the "Sub-Lease Term").

5.2 Notwithstanding anything contained in this Sub-Lease Deed, this Sub-Lease Deed shall terminate automatically with the expiry or termination of the Lease Deed, whichever is earlier, without requiring any act, deed or thing on part of any Party.

5.3 The Sub-Lessee shall not have any right to further sub-lease or transfer the Sub-Leased Area either partly or fully to any other party. However, on written request of the Sub-Lessee and subject to payment through the Lessee of a one-time non refundable fee at the rate of Rs. 100/- per square meters of the Built Up Area (*the amount may be revised by RLDA every five year to account for inflation*) of the Sub-Leased Area from such new party to RLDA in addition to payment of an equal amount to the Lessee through an account payee cheque/demand draft as transfer charges, the Lessee can transfer this Sub-Lease to another party after surrender of this sub-lease by the Sub-Lessee in favour of the Lessee. The Lessee shall collect such transfer charge and deposit the same with RLDA along with the details of the transferee within 30 (thirty) days of such transfer.

5.4 This Sub-Lease Deed may be terminated by the Sub-Lessee any time without assigning any reason, by giving a notice of three months to the Lessee. In the event of the Sub-Lessee committing default in performance of his obligations under this Sub-Lease Deed, the Lessee shall give a notice to the Sub-Lessee to make good the default within a period of \_\_\_ days and on the failure of the Sub-Lessee to do so, may terminate this Sub-Lease by giving a notice of \_\_\_\_\_ months to the Sub-Lessee.

5.5 In case the Sub-Lessee terminates this Sub-Lease Deed, it shall not be entitled to refund of any monthly sub-lease rent already paid in advance to the Lessee. Any monthly sub-lease rent paid in advance by the Sub-Lessee for the un-availed sub-lease period shall

automatically stand forfeited upon such termination. It is expressly agreed that the Agreed Premium/Total Price, Additional Liabilities and Deposits mentioned in the Agreement, the fees and expenses relating to the Agreement and this Sub-Lease Deed 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 termination of this Sub-Lease for any reason.

5.6 In case the Lessee terminates this Sub-Lease Deed or the Sub-Lease Deed gets automatically terminated on account of termination of the Lease Deed, the Sub-Lessee shall be entitled to refund of monthly sub-lease rents (without any interest) already paid in advance by the Sub-Lessee in terms of this Sub-Lease Deed for the un-availed sub-lease period from the Lessee. The Lessee shall refund such amount to the Sub-Lessee within \_\_\_ days of the termination date. It is expressly agreed that the Agreed Premium/Total Price, Additional Liabilities and Deposits mentioned in the Agreement, the fees and expenses relating to the Agreement and this Sub-Lease Deed 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 termination of this Sub-Lease for any reason.

5.7 In case of termination of the Lease Deed prior to its expiry, RLDA at its sole discretion may decide to continue with the Sub-Lease Deed and thereby take over the rights and responsibilities of the Lessee in terms of this Sub-Lease Deed. In case RLDA decides not to continue with this Sub-Lease Deed, the Lessee shall refund the amount of sub-lease rents (without any interest) already paid in advance by the Sub-Lessee in terms of this Sub-Lease Deed for the un-availed sub-lease period together with the amount of security deposit to the Sub-Lessee. In case the Lessee fails to make such refunds, RLDA at its own discretion may make the refunds subject to the condition that the total amount of such refunds to all Sub-Lesseees does not exceed the amount of Termination Payment payable to the Lessee under the Lease Deed. It is expressly agreed that the Agreed Premium/Total Price, Additional Liabilities and Deposits mentioned in the Agreement, the fees and expenses relating to the Agreement and this Sub-Lease Deed 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 termination of this Sub-Lease for any reason.

5.8 In the event of the Lessee being substituted by a Nominated Company in terms of the Lease Deed, all the Sub-Lease Deeds shall stand transferred and novated from the Lessee to the Nominated Company and the Nominated Company shall act as the Lessee thereafter.

5.9 Prior to the expiry or within 15 days of termination of the Sub-Lease Deed, the Sub-Lessee shall vacate the Sub-Leased Area and hand over its possession in good condition without payment of any compensation or value thereof.

## **ARTICLE VI**

### **CHARGES FOR UTILITIES, TAXES AND DUTIES**

6.1 The Sub-Lessee shall be responsible for payment of charges for consuming electricity, water and availing other such facilities provided by either third parties or by the Lessee.

6.2 The Sub-Lessee shall, without any limitation, pay all taxes and other charges, duties, assessments or outgoings payable in respect of the Sub-Lease of the Sub-Leased Area which may be levied by any Governmental Authority, local authority or other persons from time to time. Furthermore, any stamp duty, registration charges or other fees, taxes or charges of any kind whatsoever pertaining to this Sub-Lease Deed and execution thereof shall also be borne by the Sub-Lessee.

6.3 The Sub-Lessee hereby undertakes and confirms that it shall indemnify and keep indemnified the Lessee and/or RLDA from and against all actions, demands, claims, liabilities, losses, damages, costs, expenses and other liabilities whatsoever brought against, suffered or incurred by the Lessee and/or RLDA resulting from or by reason of breach, non-observance or non-performance by the Sub-Lessee of any of its obligations set out in this Sub-Lease Deed.

### **ARTICLE VII**

#### **MAINTENANCE OF THE PREMISES, THE BUILDINGS AND COMMON AREAS**

7.1 Subject to payment of maintenance charges by all the Unit Sub-Lessees of the Project (including the Sub-Lessee herein) the Lessee shall be responsible for maintenance of the Premises, the Buildings and the Common Areas including security, services, lighting of common areas etc. either on its own or through a facility management agency. 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 Sub-Lessee as agreed with the Lessee forthwith upon demand.

7.2 The Sub-Lessee shall be responsible for maintenance of interior finishing works, partitions, furnishing and fittings installed by the Sub-Lessee within the Sub-Leased Area.

### **ARTICLE VIII**

#### **SUB LESSEE'S COVENANTS**

8.1 The Sub-Lessee hereby represents, warrants, acknowledges and undertakes, to and for the benefit of the Lessee, that:

- i) Throughout the Sub-Lease Term, it shall use the Sub-Leased Area only for the objectives and purposes identified and agreed to by the Parties, that is, residential purposes, in accordance with the provisions of this Sub-Lease Deed and for no other purposes.
- ii) It shall not do or permit to be done on the Sub-Leased Area, any activity, which may be contrary to any Applicable Laws and Applicable Permits and it shall in enjoyment of its rights hereunder and fulfilment of its obligations hereunder, always comply with the Applicable Laws and Applicable Permits.
- iii) It shall regularly pay the Sub-Lease Rent as provided hereinabove and shall observe, abide by and fulfil each of its obligations and covenants set forth herein.
- iv) It shall indemnify the Lessee and/or RLDA in respect of any applicable charges, deposits and other monies levied by third parties for and in relation to the provision by such third parties to the Sub-Lessee of water, electricity, telephone, communication facilities and other utilities and services.
- v) It shall (a) keep and maintain the Sub-Leased Area in good and habitable condition at all times and (b) shall ensure that the Sub-Leased Area will be free from encroachments at all times.
- vi) It has conducted due diligence of the Sub-Leased Area, and confirms that the Sub-Leased Area along with the structures thereon are fit for his usage.
- vii) The Sub-Lessee shall have only sub-leasehold interest in relation to the Sub-Leased Area and shall have no title to the Sub-Leased Area. The Sub-Lessee agrees and acknowledges that it has only sub-leasehold interest in the Sub-Leased Area and that the same shall be incapable of conversion into leasehold or freehold interest.
- viii) The Sub-Lessee agrees, confirms and undertakes that it has no right to sub-license, sub-lease, assign, underlet or sub-let or part with the possession of the Sub-Leased Area or any part thereof other than in accordance with the provisions of this Sub-Lease Deed.
- ix) The Sub-Lessee acknowledges that it has perused all the documents pertaining to the Project and has been made aware of the Lessee's rights and obligations pursuant to the Lease Deed.
- x) The Sub-Lessee is aware that the Land is a leasehold land governed by the terms and conditions of the Lease Deed and the documents forming part thereof. The Sub-Lessee 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 Lessee 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 Lessee 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 Sub-Lessee hereby indemnifies and agrees to keep the Lessee fully indemnified and harmless regarding the above.

xi) The Sub-Lessee 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 Sub-Lessee hereby indemnifies and agrees to keep the Lessee fully indemnified and harmless regarding the above.

xii) 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.

xiii) The access to the Premises has been at present planned through 2(two) gates out of which Gate No. 2 shown in the Map or Plan annexed hereto shall be used by the Unit Sub-Lessee including the Sub-Lessee 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 constructed by the Lessee may be used by the Unit Sub-Lessee only in case of emergency and in accordance with the undertaking given to RLDA under the said Lease and the Sub-Lessee hereby agrees and undertakes not to commit any breach, default or violation of the undertaking and to fully comply with the same and the Sub-Lessee hereby indemnifies and agrees to keep the Lessee fully indemnified and harmless regarding the above.

xiv) Notwithstanding anything to the contrary contained elsewhere in the Agreement or this Deed or otherwise it is expressly agreed and declared that the undertakings, covenants and/or indemnities granted and/or agreed upon by the Sub-Lessee in favour of the Lessee under the Agreement and/or this Sub-Lease Deed be made pursuant hereto are and shall always remain unconditional, irrevocable and continuing without any time limit and all indemnities by the Sub-Lessee shall cover and indemnify the Lessee 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.

8.2 The Sub-Lessee agrees, undertakes and covenants to:

(a) perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in the said Lease as also in this

Sub-Lease Deed including in particular in **Article II**, **Article VIII** and **Schedule-D** hereto;

(b) pay wholly in respect of the said Apartment Unit and proportionately in respect of the Premises and the Buildings, the Common Expenses, Maintenance Charges, electricity charges and all levies, duties, cess, charges, surcharges, rates, taxes and outgoings including, but not limited to Corporation taxes, service tax, sales tax, GST, Works Contract Tax, betterment and/or development charges under any statute, rule or regulation, etc. that may be and/or become payable at any time (including enhancements thereto and/or new imposition) in accordance with law relating to the construction, sub-lease and/or maintenance of the said Apartment Unit and/or relating to the Agreement and/or this Sub-Lease Deed without raising any objection thereto, within 7 (seven) days of demand being made and the Lessee shall not be liable for the same under any circumstance. In case of default in payment of any amount the Lessee shall be entitled to adjust such amount from the Corpus Fund.

(c) regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said Apartment Unit and ensure that those to the other Units are not adversely affected by any acts or defaults of the Sub-Lessee;

(d) not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the Buildings and/or the sub-lease or disposal of any other Unit or portion of the Buildings. In default, the Sub-Lessee shall be responsible and liable for all losses and damages which the Lessee may suffer in this regard;

(e) not raise any objection or make any claim against the Lessee regarding the construction and/or the completion of the Buildings and/or the said Apartment Unit or regarding the already verified Carpet Area, Built-up Area and/or the mutually agreed Super Built-up Area of the said Apartment Unit and/or regarding any of the matters/items mentioned in **Recital I** hereinbefore;

(f) not question the quantum or apportionment of the Common Expenses mentioned in **Part-IV** of **Schedule-D** hereto (**Common Expenses**) or the basis thereof or any other matter;

(g) not object and/or cause any inconvenience, hindrance, objection or disturbance to the user of the Common Areas (mentioned in **Schedule-B**) by the Lessee / Unit Sub-Lesseees / tenants / occupants of other Units;

(h) not claim any right over and/or in respect of the roofs of the Buildings other

than the right of common use of the Common Roof Area and that too only to the extent and subject to the conditions mentioned in this Deed;

(i) not raise any objection or claim against the Lessee or create any hindrance or obstruction in relation to the rights and entitlements of the Lessee including under Clauses 2.6, 2.7, 2.8, 2.9, 2.10, 2.11, 2.14, 2.15, 2.16, 2.17, 2.18, 2.22, 2.23, 2.24, 2.29 and 2.30;

(j) comply with and honour the mutual easements and restrictions mentioned in **Schedule-C**;

(k) apply for mutation to the Corporation within 30 days from the date of this Deed and take all necessary steps and get the said Apartment Unit mutated in his name as the sub-lessee thereof and/or get the same separately assessed by the Corporation at his own costs within 6 (six) months thereafter and the Lessee has already provided the Sub-Lessee with a copy of the Partial Completion Certificate dated \_\_\_\_\_ for such purpose;

(l) pay all amounts and deposits that are payable by the Sub-Lessee under the Agreement and/or this Sub-Lease Deed and/or the said Lease and/or which are the liability of the Sub-Lessee under the Agreement and/or this Sub-Lease Deed and/or the said Lease even if the same are demanded and/or become payable subsequent to the execution of this Sub-Lease Deed;

(m) pay all future betterment fee, development charges, etc. relating to the said Apartment Unit and/or the Buildings and/or the Premises and/or the Project; and

(n) compensate any income tax liability that may become payable by the Lessee due to there being any difference between the market valuation of the said Apartment Unit as per the registration authorities and the Agreed Premium/Total Price paid by the Sub-Lessee by making payment to the Lessee the agreed compensation equivalent to such income tax liability on such difference at the highest applicable tax rate at the prevailing time and any interest and/or penalty in respect thereof and such payment shall be made by the Sub-Lessee within 15 days of demand by the Lessee and such liability and obligation shall continue even after execution and registration of this Sub-Lease Deed.

8.3 The Sub-Lessee agrees covenants and undertakes to make payment of all his dues under this Sub-Lease Deed and to comply with and/or perform all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Sub-Lessee in pursuance of this Sub-Lease Deed or otherwise required by law.



8.4 The Sub-Lessee has entered into the Agreement and is executing this Sub-Lease Deed for obtaining sub-lease in respect of the said Apartment Unit with full knowledge and understanding of all laws, rules and regulations, notifications, etc. applicable to the Project. The Sub-Lessee agrees covenants and undertakes to comply with and carry out from time to time on and from the Date of Possession, all the requirements, requisitions, demands and repairs which are required by any competent authority at his own costs. The Sub-Lessee declares and confirms that all payments made by him under the Agreement and/or this Sub-Lease Deed have been made in accordance with all applicable laws including, if the Sub-Lessee is resident outside India, the Foreign Exchange Management Act, 1999, the Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other necessary requirements, rules, regulations, guidelines, etc. of the government or any other authority from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India and has filed necessary declarations, documents, permission, approvals, etc. The Sub-Lessee shall be solely liable in the event of any failure or non-compliance and the Lessee shall have no responsibility or liability and the Sub-Lessee shall keep the Lessee fully indemnified and harmless in this regard.

8.5 With effect from the Date of Possession, the Sub-Lessee 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 the mutually agreed 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 B, the said Apartment, etc. and shall not thereafter be entitled to raise any objection or make any claim regarding the same in any manner whatsoever or howsoever.

8.6 The Sub-Lessee shall pay the Corporation taxes in respect of the said Apartment Unit from the date of issue of the Partial Completion Certificate dated \_\_\_\_\_. All other liabilities payable by the Sub-Lessee under this Deed or otherwise in respect of the said Apartment Unit including Maintenance Charges, other impositions, outgoings and expenses etc. shall be paid by the Sub-Lessee with effect from the date of issue of the Partial Completion Certificate dated \_\_\_\_\_.

8.7 The Sub-Lessee shall 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 tenantable 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.

8.8 The Sub-Lessee 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 Premises, Buildings therein or the Common Areas. The Sub-Lessee 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 Sub-Lessee 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 Sub-Lessee shall also not remove any wall including the outer and load bearing wall of the said Apartment.

8.9 The Sub-Lessee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Lessee and thereafter the Association and/or Maintenance Agency. The Sub-Lessee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

8.10 The Sub-Lessee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions mentioned in Clauses 8.7 to 8.10.

8.11 The Partial Completion Certificate dated \_\_\_\_\_ has been issued by the Corporation and the Lessee has on or before the execution of this Deed handed over to the Sub-Lessee, physical possession of the said Apartment Unit. The Sub-Lessee has taken possession of the said Apartment to his full satisfaction after inspection and fully satisfying himself in all respects including the Plans sanctioned by the Corporation, actual construction and completion of the Buildings, the Common Areas and the said Apartment made by the Lessee (including the quality and specifications thereof, the Carpet Area, Built up Area and the mutually agreed Super Built up Area of the said Apartment, the workmanship, specifications, quality of materials used and the structural stability of the Buildings) and confirms that the Lessee has complied with all its obligations including those under the Act and that the Sub-Lessee has no claim of whatsoever nature against the Lessee on any account whatsoever. The Sub-Lessee agrees, undertakes and covenants not to make any claim or raise any dispute whatsoever against the Lessee under any circumstances whatsoever.

8.12 The Sub-Lessee is entitled to use and occupy the said Apartment Unit as the sub-lessee thereof for residential purpose and for no other purpose for the residue unexpired term of the said Lease.

8.13 On and from the Date of Possession, the Sub-Lessee is responsible for the internal security of the said Apartment and all articles, things, property and belongings within the same and to protect the same from any theft, loss, damage or destruction and to protect against any bodily injury or casualty to any person on account of any cause whatsoever. The Lessee shall not have any responsibility or liability whatsoever in this regard.

## **ARTICLE IX**

### **LESSEE'S COVENANTS**

9.1 The Lessee hereby represents, warrants and undertakes, to and for the benefit of the Sub-Lessee, that:

- i) The Lessee has valid leasehold rights to the Sub-Leased Area and the Lessee has power and authority to grant the Sub-Lease to the Sub-Lessee free from encumbrances created by the Lessee in the manner and on the terms and conditions herein contained.
- ii) The Lessee shall be solely responsible for the design, construction and maintenance of the Project.
- iii) Subject to the fulfilment of Sub-Lessee's obligations hereunder, the Sub-Lessee shall, at all times during the Sub-Lease Term, hold and enjoy the possession of the Sub-Leased Area and exercise the rights specified in this Sub-Lease Deed without any interruption or disturbance by (i) the Lessee or (ii) any person lawfully claiming through, under or in trust for the Lessee.
- iv) The Lessee shall be solely responsible for the due performance of its obligations as specified in the Lease Deed and this Sub-Lease Deed, and RLDA shall not be held liable for any claims pursuant to any loss and/or damages suffered by the Sub-Lesseees or any third party on account of Lessee's performance or non performance of its obligations pursuant to the terms of this Sub-Lease Deed.
- v) The Lessee shall, at the costs and requests of the Sub-Lessee, do all reasonable acts and execute all necessary documents as may be reasonably required for more perfectly assuring sub-lease in respect of the said Apartment Unit to unto and in favour of the Sub-Lessee in the manner agreed upon.
- vi) The Lessee hereby covenants with the Sub-Lessee that the Lessee shall keep the Sub-Lessee indemnified of from and against any encumbrance that may have been created by the Lessee in respect of its sub-leasehold interest in respect of the said Apartment Unit.
- vii) The Lessee hereby further covenants with the Sub-Lessee that the Lessee has received the Agreed Premium/Total Price mentioned in **Schedule-E** and acknowledges the receipt thereof in the Memo of Consideration hereunder.
- viii) The Lessee hereby further covenants that the Sub-Lessee shall, subject to the said Lease and subject to the Sub-Lessee observing, performing and complying with the mutual easements and restrictions mentioned in this Deed including in **Schedule-C** and with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Article II, Article VIII** and **Schedule D**,

peaceably occupy, hold and enjoy the said Apartment Unit as the sub-lessee thereof for the residue unexpired term of the said Lease.

**ARTICLE X**

**MISCELLANEOUS**

**10.1 Notices**

10.1.1 All notices, requests, demands or other communications required or permitted to be given under this Sub-Lease Deed and the provisions contained herein shall be written in English and shall be deemed to be duly sent, if sent by registered post, or transmitted by facsimile transmission or email to the other Parties at the addresses indicated below:

(i) In the case of the Lessee, to: Attention: []

Address: 1002, Eastern Metropolitan Bypass, Kolkata – 700 105

E mail:[]

Facsimile:[]

In the case of notices to the Sub-Lessee, to: Attention []

Address

Email: []

Facsimile: []

or at such other address as the Party to whom such notices, requests, demands or other communications are to be given shall have last notified to the Party giving the same in the manner provided in this Article 10.1, but no such change of address shall be deemed to have been given until it is actually received by the Party sought to be charged with the knowledge of its contents.

Any notice, request, demand or other communication delivered to the Party to whom it is addressed as provided in this Article 10.1 shall be deemed (unless there is evidence that it has been received earlier) to have been given and received, if:

(i) Sent by registered post, 3 (Three) Business Days after posting it, and

(ii) Sent by facsimile or e-mail, on the next Business Day, when confirmation of its transmission has been recorded by the sender's facsimile machine or e-mail account.

**10.2 Dispute resolution**

**10.2.1 Disputes - Amicable Settlement**

The Parties shall use their respective reasonable endeavours to settle any Dispute amicably. If a Dispute is not resolved within thirty (30) days after written notice of a Dispute by one Party to the other Party then the provisions of Article 10.2.2 shall apply.

### **10.2.2 Dispute resolution**

10.2.2.1 Any Dispute which is not resolved amicably by the Parties, shall be finally decided by reference to Arbitration under the Arbitration and Conciliation Act, 1996 as amended from time to time. 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 governing law of the arbitration shall be the laws of India. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time and the language of arbitration proceedings shall be English. 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.

10.2.2.2 This Clause 10.2 shall survive the termination or expiry of the Sub-Lease Deed.

### **10.2.3 Continued performance**

While any Dispute under this Sub-Lease Deed is pending, including the commencement and pendency of any Dispute referred to arbitration, the Sub-Lessee and the Lessee shall continue to perform all of their respective obligations under this Sub-Lease Deed without prejudice to the final determination in accordance with the provisions under this Article 10.2.2.

Notwithstanding anything contrary contained herein, all obligations of Lessee under this Sub-Lease Deed shall automatically come to an end upon the expiry or termination of this Sub-Lease Deed and the Lessee shall not be obliged to perform such obligations during the pendency of any post-expiry or post-termination Dispute, whether referred to arbitration or not.

### **10.3 Governing Law and jurisdiction**

This Sub-Lease Deed shall be construed and interpreted in accordance with and governed by the laws of India, and subject to this Article X, the Courts at Kolkata alone shall have exclusive jurisdiction over all matters arising out of or relating to this Sub-Lease Deed.

### **10.4 Amendment**

No variation, waiver, amendment or modification of any of the terms of this Sub-Lease Deed shall be valid unless in writing and signed by both Parties.

### **10.5 Waiver**

Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Sub-Lease Deed:

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Sub-Lease Deed;
- (b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- (c) shall not affect the validity or enforceability of the Sub-Lease Deed in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Sub-Lease Deed or any obligation hereunder nor time or other indulgence granted by a Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

### **10.6 Severability**

The invalidity or enforceability, for any reason, of any part of this Sub-Lease Deed shall not prejudice or affect the validity or enforceability of the remainder. For abundant caution it is expressly clarified that if any provision of this Sub-Lease Deed is declared to be invalid, unenforceable or illegal by any competent arbitral tribunal or court, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Sub-Lease Deed, which shall continue in full force and effect.

### **10.7 Language**

The language and all documents, notices, waivers and any other written communication or otherwise between the Parties, in connection with the Sub-Lease Deed shall be in English.

### **10.8 Indemnity**

The Sub-Lessee hereby indemnifies and shall keep indemnified the Lessee and RLDA from and against all actions, demands, claims, liabilities, losses, damages, costs, charges, expenses, proceedings and other liabilities whatsoever occasioned relating to the Premises or any part of the Buildings or to any person or brought against, suffered or incurred by the Lessee and RLDA resulting from or by reason of (i) any breach of any representation, warranty or covenant of the Sub-Lessee in this Sub-Lease Deed; (ii) any breach, non-observance or non-

performance by the Sub-Lessee of any of its obligations under this Sub-Lease Deed or those required in law in relation to the Sub-Leased Area; and (iii) due to any negligence or any act, deed, thing or omission made done or occasioned by the Sub-Lessee and shall keep the Lessee and RLDA indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Lessee and RLDA as a result of any act, omission or negligence of the Sub-Lessee or the servants, agents, licensees, invitees or visitors of the Sub-Lessee and/or any breach or non-observance by the Sub-Lessee of the Sub-Lessee's covenants and/or any of the terms herein contained. In the event that the Lessee and/or RLDA hereto receive any claims or demands from a third party in respect of which it/they is/are entitled to the benefit of an indemnity under Article 10.8 or in respect of which it/they is/are entitled to reimbursement (herein the "**Indemnified Party**"), it/they shall notify the Sub-Lessee of such claim hereunder (herein the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim and/or shall not settle or pay the claim/ demand without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and at its (Indemnifying Party's) risk, costs and expense. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require in the manner agreed upon.

### **10.9 Power to inspect**

**10.9.1** The Sub-Lessee shall permit RLDA and the Lessee and their duly authorised representatives to enter upon the Sub-Leased Area to view and inspect the same and, if any defect is found and brought to the notice of the Sub-Lessee, without Lessee being obliged to do such inspection or to intimate such defect, the Sub-Lessee shall remedy or make good the defect within such reasonable time as may be specified by the Lessee.

**10.9.2** No such inspection or communication of comments or non-communication of comments by Lessee shall amount to validation or approval or acceptance by Lessee of the internal finishing or furnishing works by the Sub-Lessee or its confirmation to the Applicable Law and/or the Applicable Permits and the terms of this Sub-Lease Deed or waiver by Lessee of any breach by the Sub-Lessee.

### **10.10 Sub-Lessee not RLDA's or Lessee's Agent**

Nothing in this Sub-Lease Deed, whether express or implied, constitutes the Sub-Lessee as the agent of the RLDA or Lessee in respect of any matter or action taken, or vice-versa.

## **ARTICLE XI**

## **SCHEDULES**

**Schedule – A**  
**(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 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:** By 2/2, Salkia School Road known as Jalan House.

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

**On the East:** By Hooghly River.

**On the West:** By 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**

| <b>SL. NO.</b> | <b>PLOT</b> | <b>ARE IN ACRE</b> |
|----------------|-------------|--------------------|
| 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> |

| Sl. No. | PLOT         | ARE IN ACRE   |
|---------|--------------|---------------|
| 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 – B**  
**(Common Areas)**

**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 Lessee and the rights in respect of the Common Areas are subject to the reservations and/or the rights of the Lessee under the Agreement and this Sub-Lease Deed.

2. Notwithstanding anything to the contrary contained anywhere in this Deed or otherwise, it is hereby expressly made clear that under the said Lease the Lessee 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 – C**

#### **(Easements & Restrictions)**

The Sub-Lessee and/or the Unit Sub-Lessees (including the Lessee) shall be entitled to and also bound by the following easements and/or conditions:

1. The right of ingress to and egress from their respective Units over the Common Areas mentioned in **Schedule-B**.
2. The right of passage of wires, cables, pipes and drains and other equipment and utilities including connections for water, electricity, telephone, cable- TV, etc. to and through each and every portion of the Premises including all the Units therein.
3. The right of support, shelter and protection of each portion of the Buildings by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of Apartments in the Buildings or necessary for the use or enjoyment thereof by the Unit Sub-Lessees in common with each other subject however to the terms, conditions and covenants mentioned in this Deed including in particular in **Schedule-D** hereto.
5. The right of the Unit Sub-Lessees, with or without workmen, and necessary materials to enter into all parts of the Premises, including all the Units therein for repairs at daytime upon giving 48 (forty-eight) hours prior notice to the persons affected thereby provided however that no prior notice or timing shall be necessary in emergent circumstances.

### **Schedule – D**

#### **(Sub-Lessee's Covenants)**

#### **Part-I**

#### **(Specific Covenants)**

1. **The Sub-Lessee 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 or any part thereof for causing necessary repairs and maintenance or to set right any defect or 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 Lessee and/or the Maintenance Agency;
- d) use and occupy the said Apartment only for the purpose of residence and for no other purposes;
- e) use the Common Areas mentioned in **Part I, Part V and Part VI of Schedule B** without causing any hindrance or obstruction to other Unit Sub-Lessees and occupants of the Buildings;
- f) keep the said Apartment and partition walls, sewers, drains, pipes, cables, wires, etc. thereon in good and substantial repair and condition;
- 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 B** for any purpose 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 of any deviation, breach, violation or default of this sub-clause the Sub-Lessee undertakes to pay to the Lessee 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 Lessee;
- i) maintain the said Apartment at his own costs 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 in good and tenantable 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;

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

k) sign and deliver to the Lessee 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 Sub-Lessee and until the same be obtained, the Lessee shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Sub-Lessee an electric sub-meter in or for the said Apartment and the Sub-Lessee shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Apartment;

l) 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 Lessee or to other Unit Sub-Lessee. The main electric meter shall be installed only at the common meter space. The Sub-Lessee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Buildings, the Premises and outside walls of the Buildings save in the manner indicated by the Lessee/Association (upon formation). The Sub-Lessee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Lessee and thereafter the Association and/or Maintenance Agency. The Sub-Lessee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions;

m) 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;

n) pay Corporation and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses in respect of the said Apartment Unit wholly and the Buildings and the Premises proportionately 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;

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

p) allow the other Unit Sub-Lessee the right to easements and/or quasi-easements;

q) 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;



- r) to make payment of applicable Goods and Services Tax that may be payable in respect of all amounts to be paid by the Sub-Lessee to the Lessee, the Maintenance Agency and/or Association in terms of the Agreement and/or this Sub-Lease Deed as also to pay all others taxes payable by the Sub-Lessee in terms of the Agreement and/or this Sub-Lease Deed;
- s) observe and comply with the said Lease including all terms, conditions, covenants, undertakings, restrictions, stipulations, obligations and liabilities 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 Lessee fully indemnified and harmless in this regard;
- t) ensure that the said Lease remain valid and subsisting for its entire period and/or duration and to keep the Lessee fully indemnified and harmless in this regard; and
- u) observe and comply with such other covenants as be deemed reasonable by the Lessee for the Common Purposes.

**2. The Sub-Lessee 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 remove any wall including the outer and load bearing wall of the said Apartment and not to make changes of a permanent nature;
- c) not to put any nameplate or letter box or neon-sign or any other board or hoarding or publicity material in the Common Areas including those mentioned in **Part I, Part V and Part VI of Schedule B** or on the outside wall of the Buildings or anywhere on the exterior of the Project or the Buildings save at the place as be approved or provided by the Lessee Provided However That nothing contained herein shall prevent the Sub-Lessee 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 of any deviation, breach, violation or default of this sub-clause the Sub-Lessee undertakes to pay to the Lessee 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 Lessee and the removing of Box Grill if at all put by the Sub-Lessee shall be made at the cost of the Sub-Lessee;

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 part of the Project 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 said Apartment Unit and/or the Common Areas including those mentioned in **Part I, Part V and Part VI of Schedule B** and/or 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 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 Lessee 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 outer/exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows or painting of the exterior side of the windows or carry out any change in the exterior elevation or design including grills/gates of the said Apartment 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 of the Project and in case any deviation, breach, violation or default of this sub-clause the Sub-Lessee undertakes to pay to the Lessee 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 Lessee;

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 of the Buildings and in case any deviation, breach, violation or default of this sub-clause the Sub-Lessee undertakes to pay to the Lessee agreed compensation and/or agreed liquidated damages at the rate of Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ only) per day 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 Lessee;
- m) not to store in the said Apartment or any part of the Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the same 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 Lessee for their 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 Lessee thereat or on any part thereof;
- p) not to object to or hinder sanction of further/additional vertical/horizontal or other constructions or to the resultant variation in the Proportionate share and the Sub-Lessee shall not object to the changes and/or inconvenience caused due to such construction being made by the Lessee 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 Lessee at any time, whether before or after the Date of Possession and/or delivery of possession of the said Apartment to the Sub-Lessee, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Apartment Unit by the Sub-Lessee and to be responsible and liable for all losses and damages which the Lessee may suffer in this regard due to any default by the Sub-Lessee;
- r) not to object, obstruct or create any hindrance to the Lessee 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 B**;

- 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 Lessee and/or the Association;
- t) not cover the Common Areas including those mentioned in **Part I, Part V and Part VI of Schedule B**, 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 B** 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 Sub-Lessee, if any, mentioned in **Part II of Schedule F**;
- x) not to sub-lease, let out or part with the right to park in the said Car Parking Space, if so agreed to be taken by the Sub-Lessee 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 this Sub-Lease Deed in favour of the Sub-Lessee 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 the Agreement and this Deed and in case of any deviation, breach, violation or default of this sub-clause the Sub-Lessee undertakes to pay to the Lessee 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 Lessee;

- aa) not to raise or put up any kutchra 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 sub-leased and the common enjoyment of the Common Areas mentioned in **Part I, Part V and Part VI of Schedule B** 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 B** of the Premises and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the said Apartment and/or the said Land 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 Lessee 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 Lessee;
- 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 Sub-Lessee 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 sub-divide 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 B**;

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 Sub-Lessees/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 Lessee 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 Lessee and/or its 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 the Agreement and/or this Deed and/or the said Lease;

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

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-F**; and

ss) not to install any mechanical car parking system on any part of the Premises;

3. The Sub-Lessee agrees, undertakes and covenants not to make or cause, directly or indirectly, any objection, interruption, interference, hindrance, obstruction or impediment for any reason or in any manner 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 B 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 Sub-Lessee 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. The Sub-Lessee shall have no connection whatsoever with the other Unit Sub-Lessees and there shall be no privity of contract or any agreement or arrangement as amongst the Sub-Lessee and the other Unit Sub-Lessees (either express or implied) and the Sub-Lessee

shall be responsible to the Lessee for fulfilment of the Sub-Lessee's obligations irrespective of non-compliance by any other Unit Sub-Lessee.

6. Notwithstanding anything to the contrary contained elsewhere in this Deed, the Sub-Lessee shall pay the electricity charges as per separate meter for use of electricity within the said Apartment Unit from the Date of Possession as also the Maintenance Charges in respect of the said Apartment Unit as also other costs, expenses and outgoings in respect of the said Apartment Unit with effect from the date of issue of the Partial Completion Certificate dated \_\_\_\_\_. The Sub-Lessee shall be liable to pay the Corporation taxes and other taxes from the date of issue of the Partial Completion Certificate dated \_\_\_\_\_.

7. The stamp duty, registration fees and incidental expenses in respect of this Sub-Lease Deed are being paid and borne by the Sub-Lessee. The Goods and Services Tax payable in respect of the Agreed Premium/Total Price mentioned in this Deed as also the other amounts and/or deposits that have been paid and/or are payable by the Sub-Lessee, shall be borne and paid by and be the sole liability of the Sub-Lessee who agrees and undertakes to make payment of the same even if the same are found payable and/or demanded in future. The Sub-Lessee hereby indemnifies the Lessee fully regarding the above.

8. The Project and the Buildings constructed at the Premises have been named as "                    " and the same shall always be known by the said name. The Sub-Lessee and/or the Unit Sub-Lessee and/or the Association and/or the Maintenance Agency shall not be entitled to change the said name under any circumstances whatsoever and shall not remove the signage of the Buildings name that has been installed at the Premises.

9. The sub-leasehold interest of the Sub-Lessee in respect of the said Apartment Unit may be transferred to a third party by the Sub-Lessee subject to the following conditions:

a. The Sub-Lessee shall make a written request to the Lessee of his desire to transfer the said Apartment Unit to a third party and provide details of such third party to the Lessee.

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 in addition to payment of an equal amount to the Lessee through an account payee cheque/demand draft as transfer charges.

c. The Sub-Lessee shall surrender the existing sub-lease to the Lessee.

d. The Lessee shall execute a fresh Sub-Lease Deed in favour of the third party.

e. The said Apartment Unit shall be one single indivisible unit/lot and shall not be partitioned or dismembered in parts and shall not be sub-leased in divided or demarcated

parts. In case of sub-lease of the said Apartment Unit 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 the Agreement and/or this Sub-Lease Deed and/or the said Lease and the covenants contained in the Agreement and/or herein 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 automatically be also bound by the same terms, conditions, agreements, covenants, stipulations, undertakings and obligations as are applicable to the Sub-Lessee by law and/or by virtue of the Agreement and/or this Sub-Lease Deed and/or the said Lease.

g. All the dues including proportionate annual lease rent, outstanding amounts, interest, Maintenance Charges, electricity charges, Corporation taxes and other taxes, etc. relating to the said Apartment Unit payable to the Lessee, the Maintenance Agency, the Association and the Corporation and other concerned persons/entities are paid by the Sub-Lessee in full prior to the proposed sub-lease. Such dues, if any, shall in any event, run with such proposed sub-lease and the sub-lessee shall be liable to make payment of the same.

10. In terms of the Lease Deed and the documents forming part of the Lease Deed, the Lessee 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 Sub-Lessee that no sub-lease is being granted in respect of the said Land or any portion thereof in favour of the Sub-Lessee and the Sub-Lessee undertakes and covenants not to make any claim or demand for sub-lease of the said Land or any portion thereof.

11. The Sub-Lessee agrees, undertakes and covenants not to make any claim of any nature whatsoever against any person who has been granted any right by the Lessee in respect of the Premises or any portion thereof nor against the Lessee with regard thereto nor shall in any manner obstruct such user and/or enjoyment.

12. The Sub-Lessee shall be responsible for and shall keep the Lessee 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 Sub-Lessee and shall keep the Lessee 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 Lessee and/or the Maintenance Agency as a result of any act, omission or negligence of the Sub-Lessee or the servants, agents, licensees, invitees or visitors of the Sub-Lessee and/or any breach or non-observance by the Sub-Lessee of the Sub-Lessee's covenants and/or any of the terms herein contained.

13. In case of there being a failure, refusal, neglect, breach, violation, non-compliance or



default on the part of the Sub-Lessee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under the Agreement or this Sub-Lease Deed or otherwise under law, then the Lessee and/or the Association shall be entitled to issue a Notice to the Sub-Lessee calling upon the Sub-Lessee to rectify, remedy, make good or set right the same within one month from the date of issue of such Notice. If the Sub-Lessee does not comply with the said Notice to the satisfaction of the Lessee and/or the Association within the above time, then the Sub-Lessee shall be liable to pay to the Lessee and/or the Association compensation and/or damages that may be quantified by the Lessee and/or the Association in addition to the Sub-Lessee being compelled to rectify, remedy, make good or set right the same as also withholding use of the Common Areas by the Sub-Lessee.

14. 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 Lessee within a period of 5 (five) years by the Sub-Lessee from the date of issue of the Partial Completion Certificate dated \_\_\_\_\_, the Lessee 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 Lessee's failure to rectify such defects within such time, the aggrieved Sub-Lessee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided However that the Lessee 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 Sub-Lessees including the Sub-Lessee herein and/or if there is any deviation found from the sanctioned Plans. 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 Sub-Lessees and/or occupants of the Buildings. The decision of the Architects shall be final and binding on the parties. Notwithstanding anything to the contrary contained elsewhere in this Deed, the Lessee 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 Sub-Lessee has taken possession of the said Apartment, the Lessee 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 Sub-Lessee has taken possession of the said Apartment, the Lessee 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 Lessee 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 Sub-Lessee after taking 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 Lessee and the Lessee 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 Lessee will not have any responsibility or liability for rectifying such cracks.
  - (f) If the materials and fittings and fixtures provided by the Lessee are not being maintained by the Sub-Lessee 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 Lessee in the Common Areas including those mentioned in Part I, Part V and Part VI of Schedule B 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 Lessee 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 Sub-Lessee, without first notifying the Lessee and without giving the Lessee the reasonable opportunity to inspect, assess and determine the nature of purported defect in the said Apartment (which inspection the Lessee shall endeavour to complete within 15 days of receipt of the notice from the Sub-Lessee), alters the state and condition of the area of the purported defect, then the Lessee shall be relieved of its obligations contained in clause 14 hereinabove and the Sub-Lessee shall not be entitled to any cost or compensation in respect thereof.

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

favour of the Lessee.

16. The Sub-Lessee has agreed to acquire by way of sub-lease, the sub-leasehold interest in respect of the said Apartment Unit on the specific understanding that his right to the use of Common Areas shall be subject to timely payment of total Maintenance Charges, as determined and thereafter billed by the Maintenance Agency or the Association or the maintenance agency appointed by it and performance by the Sub-Lessee of all his obligations in respect of the terms and conditions specified by the Maintenance Agency or the Association from time to time.

17. If any act or omission of the Sub-Lessee 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 Sub-Lessee shall also be liable to pay to the Lessee compensation and/or damages that may be quantified by the Lessee.

18. Besides the aforesaid rights, the Lessee shall also be entitled to enforce any other right to which the Lessee may be entitled to in law by reason of any default or breach on the part of the Sub-Lessee.

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

20. The Common Areas as located within the Project shall be earmarked 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, firefighting pumps and equipment, etc. and other permitted uses as per sanctioned plans. The Sub-Lessee shall not be permitted to use the service areas in any manner whatsoever and the same shall be reserved for use by the Association to be formed for rendering maintenance services.

21. In case there are joint Sub-Lessees, all communications shall be sent by the Lessee to the Sub-Lessee whose name appears first and at the address given by him which shall for all intents and purposes be considered as properly served on all the Sub-Lessees.

22. 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 the Agreement as also this Sub-Lease Deed. Waiver or limitation of any right or interest and/or any consent given by any party in the GTC, Agreement and/or this Sub-Lease Deed and/or any part hereof and/or in any document hereafter, shall be valid and binding.

23. The transaction contemplated herein is a single transaction of grant of sub-lease in respect 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 the Lessee 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 the Agreement or this Sub-Lease Deed or the grant of sub-lease in respect of the said Apartment contemplated hereby, the Sub-Lessee shall be liable to and agrees to make payment of the same even after execution and registration of this Sub-Lease Deed.

**Part - II**  
**(Maintenance)**

1. The Premises, the Buildings and the Common Areas shall be managed and maintained by the Maintenance Agency.
2. The Sub-Lessee shall accept the rules and regulations made by the Maintenance Agency (**Rules**) and shall diligently observe, perform and comply with the same.
3. The Maintenance Agency shall function at the costs of the Unit Sub-Lessees and will work on the basis of advance payments and/or reimbursements of all costs and outgoings for Common Purposes, including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs, painting, replacements and renovations and for unforeseen eventualities.
4. The Maintenance Agency shall collect and pay all rates, taxes and outgoings, including for insurance of the Buildings and the Premises, which are not separately charged or assessed or levied on the Unit Sub-Lessees.
5. The Sub-Lessee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Maintenance Agency/Association (upon formation), within the prescribed due date, failing which the Sub-Lessee 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 and

there shall be restriction on sub-lease or tenancy of the said Apartment Unit till the dues are fully paid as also damages suffered or costs incurred, if any, due to delay in making payment or for realization. The liability to pay interest shall be without prejudice to the right of the Maintenance Agency under Clause 8 below.

6. Apportionment of any liability of the Sub-Lessee in respect of any expenses, taxes, dues, levies or outgoings payable by the Sub-Lessee pursuant to this Deed or otherwise shall be Proportionate.

7. The Maintenance Charges payable by the Sub-Lessee with effect from the date of issue of the Partial Completion Certificate dated \_\_\_\_\_ 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 Sub-Lessee in respect thereof. The Maintenance Charges shall be decided by the Lessee 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. The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Sub-Lessee shall not be entitled to object thereto.

8. The Sub-Lessee admits and accepts that apart from the above the Maintenance Agency/Association shall be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Sub-Lessee 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 Sub-Lessee after giving 15 (fifteen) days notice in writing. The Sub-Lessee also admits and accepts that apart from the above, there shall be a charge over the said Apartment Unit in respect of all outstanding dues of the Sub-Lessee including on account of Maintenance Charges, Electricity Charges, Corporation taxes, Common Expenses and/or other amounts payable by the Sub-Lessee and such charge may be enforced by the Maintenance Agency/Association and in any event the Sub-Lessee shall not be entitled to sub-lease or grant tenancy in respect of the said Apartment Unit until all such outstanding dues are paid in full along with interest thereon and no due certificate is obtained from the Maintenance Agency/Association. In case of breach of this condition, besides other legal consequences and remedies, the Maintenance Agency/Association shall be entitled to recover the same from the transferee/occupant.

9. The Sub-Lessee 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 Sub-Lessee has facility of parking thereat as also such costs and expenses may be charged from the Sub-Lessee as part of the Maintenance Charges or proportionate Common Expenses or separately as the Maintenance Agency may deem fit and proper.

10. The Sub-Lessee shall co-operate with the other Unit Sub-Lessees 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 Maintenance Agency for the Common Purposes.

11. All rights and entitlements of the Maintenance Agency shall be the rights and entitlements of the Lessee until the Association is formed and starts functioning effectively and till that time the Lessee shall maintain the Buildings and collect all funds, deposits, charges and expenses including the Maintenance Charges, Common Expenses, Deposits/Advances for Corpus Fund, Deposits/Advances for Maintenance Charges and Deposits/Advances for Corporation taxes.

**Part - III**  
**(Association)**

1. The Lessee shall take steps for formation of the Association. Any association, company, syndicate, committee, body or society formed by any of the Unit Sub-Lessees without the participation of the Lessee shall not be entitled to be recognized by the Lessee and shall not have any right to represent the Unit Sub-Lessees 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 making over 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 Lessee shall transfer and make over the Deposits, if any, that may have been made by the Unit Sub-Lessees, to the Association after adjusting its dues, if any. Notwithstanding anything to the contrary contained elsewhere in this Deed or otherwise, it is expressly clarified and agreed that the Lessee 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.

2. All the Unit Sub-Lessees as also the Sub-Lessee 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 Lessee.

3. All papers and documents relating to the formation of the Association shall be prepared and finalised by the Lessee and the Sub-Lessee hereby consents to accept and sign the same.

4. 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 Sub-Lessee hereby consents to the same and shall not be entitled to raise any objection thereto. After handing over of maintenance to the Association, all subsequent employment shall be done by the Association.

5. 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 Sub-Lease Deeds 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.

6. The Maintenance Charges and proportionate Common Expenses shall be paid by the Sub-Lessee irrespective of whether or not the Sub-Lessee uses or is entitled to or is able to use any or all of the Common Areas mentioned in Schedule B and also irrespective of whether or not the Sub-Lessee is granted facility of parking any number of cars in the Mechanical Car Parking System by the Lessee and any non-user or non-requirement in respect of any Common Areas mentioned in Schedule B 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 Sub-Lessee in respect of the said proportionate Common Expenses and/or Maintenance Charges. Any use of the Mechanical Car Parking System by the Unit Sub-Lesseees including the Sub-Lessee (if so granted) shall be subject to Force Majeure and interruptions, inconveniences and mechanical faults associated with its use and the Lessee 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 Sub-Lessee hereby consents and agrees to keep the Lessee fully indemnified in respect thereof.

7. All costs, charges and expenses relating to the formation including professional charges and functioning and upkeep of the Association shall be borne and paid by all Unit Sub-Lesseees of the Buildings including the Sub-Lessee herein as determined by the Association, without any demur or delay.

8. Any association of whatsoever nature or nomenclature formed by any of the Unit Sub-Lesseees without the participation of all Unit Sub-Lesseees shall not be entitled to be recognised by the Lessee and shall not have any right to represent the Unit Sub-Lesseees or to raise any issue relating to the Buildings or the Premises.

9. The Association, when formed, shall be owned and controlled by the Unit Sub-Lesseees proportionately and all its decisions shall be by majority of votes according to proportionate

interest and not number of members. The Unit Sub-Lessees (including the Sub-Lessee) may amend and/or modify the rules and regulations of the Association by three-fourths majority subject to the condition that no amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the said Lease and the several Sub-Lease Deeds executed/to be executed by the Lessee in favour of the Unit Sub-Lessees.

10. The Maintenance Charges and proportionate Common Expenses shall be paid by the Sub-Lessee irrespective of whether or not the Sub-Lessee uses or is entitled to or is able to use any or all of the Common Areas and any non-user or non-requirement in respect of any Common Areas 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 Sub-Lessee in respect of the said proportionate Common Expenses and/or Maintenance Charges.

11. The certified copy of Lease Deed relating exclusively to the Premises that is available with the Lessee along with copies of the Completion Plans of the Buildings shall be handed over by the Lessee to the Association within 3 (three) months of handing over of maintenance of the Buildings to the Association.

12. After the maintenance of the Buildings is made over to the Association, the Association may either manage the maintenance of the Buildings on its own or through any other third party or agency who shall carry out its duties in accordance with the terms and conditions contained in the several Sub-Lease Deeds executed by the Lessee in favour of the Unit Sub-Lessees.

13. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Areas/Purposes.

14. From the date of offering the handing over of maintenance to the Association, the Lessee 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 Sub-Lessees including the Sub-Lessee 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 Sub-Lessees including the Sub-Lessee 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 Lessee 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 Lessee and/or its



directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.

**Part - IV**  
**(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 Sub-Lease Deed 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 costs, charges, expenses and deposits for supply, operation, maintenance, repairs, etc. of common utilities.
4. **Electricity:** All charges for the electricity consumed for the Common Purposes and in respect of the Common Areas and facilities, amenities and installations of the Project including operation of the common machinery, equipment and installations.
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 and facilities, amenities and installations.
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 and facilities, amenities and installations 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 and facilities, amenities and installations of the Premises, including lifts, generator, common lights, 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.
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 Sub-Lessee.
9. **Staff:** The salaries of and all other expenses relating to 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 Deed 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 Sub-Lessee is hereby expressly agreeing to pay the proportionate costs for the same irrespective of whether the Sub-Lessee has facility of parking thereat.

### **Part – V**

#### **(Mutation, taxes and impositions)**

1. The Sub-Lessee shall apply for within 30 days from the date of execution of this Deed and obtain within six months thereafter, mutation, separation and/or apportionment of the said Apartment Unit in his own name as the sub-lessee thereof without in any way making or keeping the Lessee liable and/or responsible in this regard on any account whatsoever. The Lessee shall co-operate with the Sub-Lessee in this regard and shall sign necessary papers including no objection, consent etc., if and when required in the manner agreed upon.

2. In case of default, the Lessee or the Maintenance Agency, as the case may be, will be entitled to get the said Apartment Unit mutated and apportioned in the name of the Sub-Lessee and in such an event be further entitled to recover all costs, charges and expenses, including professional fees therefor from the Sub-Lessee. All such amounts shall be paid and/or be payable by the Sub-Lessee within 30 (thirty) days of being called upon to do so. In the event of failure to do so, the Sub-Lessee shall be liable to pay interest on the unpaid amount at the rate of 2 (two) per cent per month.

3. Until such time as the said Apartment Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the Premises and/or the Buildings

**(Impositions)** shall be proportionately borne by the Sub-Lessee.

4. Besides the amount of the Impositions, the Sub-Lessee shall also be liable to pay the penalty, interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (**Penalties**), proportionately or wholly, as the case may be.

5. The liability of payment by the Sub-Lessee of Impositions and Penalties in respect of the said Apartment Unit would accrue with effect from the date of issue of the Partial Completion Certificate dated \_\_\_\_\_.

6. The Maintenance Agency shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Sub-Lessee thereof from the Sub-Lessee.

### **Schedule-E**

#### **[Agreed Premium/Total Price]**

Agreed Premium/Total Price for grant of sub-lease in respect of the said Apartment Unit as defined in this Sub-Lease Deed. **Rs.** \_\_\_\_\_/-

(Rupees \_\_\_\_\_ only)

### **Schedule-F**

#### **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 about \_\_\_\_\_ square feet Built-up Area, more or less, and mutually accepted by the parties to be equivalent to \_\_\_\_\_ square feet agreed Super Built-up Area in the Project named “\_\_\_\_\_” constructed at Premises No. 1 Acharya Tulsi Marg (Salkia School Road), Howrah – 711 101 (described in Schedule A above) and delineated on the Plan annexed hereto and bordered in **GREEN** colour thereon.

Together with an Open Terrace measuring about \_\_\_\_\_ square feet on the \_\_\_\_\_ floor of Tower \_\_\_\_ attached and/or appurtenant to the said Apartment and delineated on the Plan annexed hereto and bordered in **BLUE** colour thereon.

#### **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 no. \_\_\_\_\_ in the \_\_\_\_\_ floor of the Tower No. \_\_\_\_\_;

(ii) \_\_\_\_\_ car(s) in the open car parking space no. \_\_\_\_\_ in the open area surrounding or adjacent to the Buildings;

(iii) \_\_\_\_\_ car(s) in the Mechanical Car Parking System.

The said Car Parking Space is delineated in **BLUE** borders in the Car Parking Plan annexed hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Sub-Lease Deed at the place and on the date first above written

Signed for and on behalf of the LESSEE

Signed for and on behalf of the SUB-LESSEE

\_\_\_\_\_  
Name:  
Designation

\_\_\_\_\_  
Name:  
Designation

Witness

Witness

Riverfront Condominium Pvt. Ltd.  
*A. K. Singh*  
 Director / Authorised Signatory