

## DEED OF SUB-LEASE

This **DEED OF SUB-LEASE** ("Deed") is made on this [ ] day of [ ] 2018 at [ ]

### **BY AND AMONG:**

**AHW UNIMARK CONSORTIUM LLP** , a limited liability partnership firm incorporated under the Limited Liability Partnership Act, 2008 and having its office at Shyamkunj 12C, Lord Sinha Road, 6th Floor Kolkata- 700071, and represented by its constituted attorney Mr. Gaurav Dugar, son of Mr Surendra Kumar Dugar residing at \_\_\_\_\_, P.S. \_\_\_\_\_ (previously – \_\_\_\_\_), P.O. \_\_\_\_\_, Kolkata – \_\_\_\_\_ having Permanent Account No. \_\_\_\_\_, hereinafter referred to as the "**LESSEE**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and/or assigns) ) of the **FIRST PART**;

### **AND**

**PS GROUP REALTY PRIVATE LIMITED** (CIN No [ ]), a company incorporated under the Companies Act, 1956 and having its registered office at 1002 E.M. Bypass, P.S. Pragati Maidan (previously - Tiljala), P.O. Dhapa, Kolkata – 700105 having Permanent Account No. AABCP5390E, acting through its authorized signatory \_\_\_\_\_ (Aadhaar No. [ ]), son of \_\_\_\_\_, residing at \_\_\_\_\_, \_\_\_\_\_, Police Station- \_\_\_\_\_, Post Office- \_\_\_\_\_, having Permanent Account No. \_\_\_\_\_ and authorized vide Board resolution dated [ ], hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **SECOND PART**;

### **AND**

**Mr** [ ], son of [ ], PAN No: [ ], AAADHAR No: [ ] and **Mrs** [ ], wife of [ ], PAN No: [ ], AAADHAR No: [ ], both residing at [ ], (hereinafter collectively referred to as the "**ALLOTTEE**", which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their heirs, representatives, successors-in-interest, executors and/or permitted assigns) of the **THIRD PART**.

### **[OR]**

[ ], a company incorporated under the Companies Act, 1956 and having its registered office at [ ] P.O [ ], P.S [ ], having PAN: [ ], represented by its authorized representative Mr [ ], son of [ ], residing at [ ], P.O [ ], P.S [ ], having Aadhar No. [ ], authorized vide board resolution dated [ ], (hereinafter referred to as the "**ALLOTTEE**", which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**.

### **[OR]**

[ ] [PAN: [ ]], a partnership firm established under the Indian Partnership Act, 1932 and having its office at [ ] P.O [ ] P.S [ ] and represented by its authorised partner [ ] [PAN: [ ]], [AAADHAR No: [ ]], son of [ ] and residing at [ ] P.S [ ] P.O [ ], (hereinafter referred to as the "**ALLOTTEE**", which expression shall unless repugnant to the context or meaning thereof mean and include the partners of the firm for the time being and their successors and permitted assigns) of the **THIRD PART**.

**[OR]**

[ ] [PAN: [ ]], a trust/society established under the Indian Trusts Act, 1882/Societies Registration Act, 1860 and having its office at [ ] P.S [ ] P.O [ ] and represented by its [ ] Mr [ ] [PAN: [ ]], [AAADHAR No: [ ]], son of [ ] and residing at [ ] P.S [ ] P.O [ ], (hereinafter referred to as the “**ALLOTTEE**”, which expression shall unless repugnant to the context or meaning thereof mean and include all the trustees of the trust for the time being/all the members of the Governing Body of the society for the time being and their successors-in-office and permitted assigns) of the **THIRD PART**.

**[OR]**

**Mr** [ ] [PAN: [ ]], [AAADHAR No: [ ]], son of [ ] residing at [ ] P.S [ ] P.O [ ] for self and as the Karta of the Hindu Joint Mitakshara Family known as [ ] HUF [PAN: [ ]], having its place of business/ residence at [ ] P.S [ ] P.O [ ] (hereinafter referred to as the “**ALLOTTEE**”, which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

The Lessees, the Promoter and the Allottee shall collectively be referred to as the “Parties” and individually as a “Party”.

**WHEREAS:**

- A) The Kolkata Municipal Corporation, a statutory body constituted under the Kolkata Municipal Corporation Act, 1980 , having its head office at 5 N Banerjee Road, Kolkata (hereinafter referred to as KMC) was the owner of a plot of land admeasuring about 2 acres comprised in Dag Nos. 305(P), 306(P), 307(P), 345(P), 346(P), 347(P), 348(P), 349(P), 350, 351(P), 455(P) & 457(P) in Mouza- Boinchtola, J.L. No.4, Police Station Pragati Maidan, District: South 24 Parganas, Kolkata, West Bengal located on the Eastern Metropolitan Bypass.
- B) Competitive bids were invited by the KMC for long-term lease of the aforesaid land under the terms as elaborated in the `Request For Proposal(RFP Document) Published by the KMC and posted on the official web-portal of the KMC.
- C) AHW Unimark Consortium (hereinafter referred to as the said PARTICIPANT) participated in the said Bid and was declared to be the successful bidder by the KMC, vide its letter No. 068/ PPP/12/13 dated 11<sup>th</sup> June 2012 rectified by a further letter No. 085/PPP/12-13 dated 10<sup>th</sup> July 2012 upon which the entire amount of lease premium was duly paid by the said Participant to the KMC.
- D) The consortium partners of the said participant constituted a Limited Liability Partnership (LLP) namely AHW consortium LLP pursuant to section 12(1) of the Limited Liability Partnership Act 2008 to acquire the long term lease of the said land.
- E) The Mayor-in-council of the KMC in its meeting held on 9<sup>th</sup> June 2012 vide item No. MOA-34.6, resolved that the plot measuring 2 acres, more or less on Eastern Metropolitan Bypass, be leased out to the highest bidder namely AHW Unimark Consortium for a period of 99 years renewable for an additional period of 99 years on mutually agreed terms and conditions.
- F) The KMC vide its letter under ref. No. 247/PPP/12-13 dated 13<sup>th</sup> December 2012 informed the

said participant to execute the document of lease for the said land in favour of the said AHW Unimark Consortium LLP.

- G) In pursuance of the same, the KMC demised ALL THAT plot of land comprised in Dag Nos. 305(P), 306(P), 307(P), 345(P), 346(P), 347(P), 348(P), 349(P), 350, 351(P), 455(P) & 457(P) in Mouza-Boinchtola, J.L. No.4, Police Station Pragati Maidan, District: South 24 Parganas, Kolkata, West Bengal located on the Eastern Metropolitan Bypass (hereinafter referred to as the said LAND) unto and in favour of the said AHW Unimark Consortium LLP, therein referred to as “the Lessee” and registered before the office of the District Sub Registrar-III, Alipore, South 24 Parganas in Book No.1, CD Volume No.4, Pages 6276 to 6299, Being No. 01543 for the year 2014 (hereinafter referred to as the said DEED OF LEASE).
- H) The said Land has since been numbered and assessed as Municipal Premises No. 992, Eastern Metropolitan Bypass, Kolkata – 700 105 (hereinafter referred to as the said PREMISES).
- I) The Lessees and the Promoter have entered into a development agreement dated 17<sup>TH</sup> day of February 2018 registered at the office of Additional District Sub-Registrar, Sealdah, in Book No. I, Volume No. 1606-2018, Pages 21750 to 21811, Being No. 160600679 for the year 2018 (“Development Agreement”) for the purpose of development by the Promoter a real estate project over the Land.
- J) The Lessee has also granted to the Promoter Power of attorney dated 21<sup>st</sup> February 2018 registered at the office of Additional District Sub-Registrar, Sealdah, in Book No. I, Volume No. 1606-2018, Pages 22529 to 22558, Being No. 160600706 for the year 2018
- K) H. The Land is earmarked for the purpose of building a residential project comprising of 1 Tower having B+G+38 floors (“Building”) and having Units of various sizes and specifications and the said project shall be known as “ANAASA” (“Project”);
- I. In pursuance of the said Development Agreement, the Promoter has caused a map or plan being No. \_\_\_\_\_ dated \_\_\_\_\_ hereinafter referred to as the said “**Plan**”) sanctioned by the concerned authorities whereby the Promoter has become entitled to undertake development of the said Premises by causing new buildings to be constructed at the said Premises comprising of various Units apartments constructed spaces having a specific area of land dedicated to such building and also sanctioned car parking spaces and the said Project has been named as “**RESERVE**” (“**Project**”).
- K. The Allottee, being desirous of acquiring on Sub-lease a Apartment in the Project, applied to the Promoter vide prescribed Application Form No. [ ] dated [ ] (“**Application Form**”) and has been allotted vide letter dated [ ] (“**Allotment Letter**”) by the Promoter a Apartment being Unit no. [ ] having carpet area of [ ] square feet and Exclusive Balcony/Verandah/Open Terrace Area Or “EBVT Area”, if any, having area of [ ] square feet aggregating to Net Area of [ ] square feet:

AREA	Sq.Ft
Carpet Area of Unit	
EBVT Area	

Net Area = (Carpet Area of Unit + EBVT Area)	
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type [\_\_\_], on [\_\_\_] floor in the Building (“Unit”) along with [\_\_\_] number of garage/covered car parking space bearing nos. [\_\_\_] in the [\_\_\_] **[Please insert the location of the garage/covered parking]**, (“Garage”) as permissible under the applicable law and of pro rata share in the Common Areas (*defined hereinafter*) (the Unit and Garage hereinafter collectively referred to as the “Apartment”, more particularly described in **Schedule C** and the floor plan of the Apartment are annexed hereto and marked as **Schedule D**) and having the specifications mentioned in **Schedule E** herein together with right to use the proportionate undivided shares in the Common Areas (defined below) for a total consideration of Rs [\_\_\_] (Rupees [\_\_\_]) (“Total Price”).

N. The Promoter has made the Allottee fully aware that the following is pending in respect of the Land:

The Allottee understands and acknowledges that the said Land has been mortgaged by the Promoter to Kotak Bank Limited for securing the Loan availed by the Promoter for the purpose of construction of the Project on the said Land and the Allottee takes notice that he/she/they is/are required to obtain a No Objection Certificate from Kotak Bank Limited for creation of any encumbrances on the said Land. The Allottee agrees and undertakes that he/she/they shall not create any encumbrances over the said Apartment till such time an NOC in writing is received from Kotak Bank Limited

M. The Promoter has represented to the Allottee that the Total Price consisted of the price of the Apartment, the price of the Garage, the price of the Common Areas, External Walls, the extras and deposits, taxes, development charges and such other constituents as more fully described in **Schedule F** herein

N. Subsequently an Agreement for Sub-lease dated [\_\_\_] (“ATS”) was executed and registered at the office of [\_\_\_], in Book No [\_\_\_], Volume No. [\_\_\_], Pages [\_\_\_] to [\_\_\_], Being No [\_\_\_] for the year [\_\_\_] among the Lessees, the Promoter and the Allottee whereby the Promoter agreed to transfer and the Allottee agreed to take on sub-lease the Said Apartment subject to the terms and conditions contained in the said ATS and Allotment Letter, which terms and conditions, for all purposes and unless repugnant to the context, shall form part of this Deed and in case of any contradiction, the terms contained in this Deed shall prevail.

O. The Allottee has from time to time as stipulated in the ATS paid the Total Price in full.

P. The Promoter since has completed construction of the Said Apartment and pursuant to the Plan a Completion Certificate dated [\_\_\_] has been issued by the [\_\_\_] and intimated the Allottee about its intention of executing this Deed.

Q. The Allottee has now approached the Promoter for execution of this Deed to grant the sub-lease to the Sub Lessee for the Term which the Promoter has agreed.

**NOW, THEREFORE, IT IS WITNESSETH THAT:**

**1. DEFINITIONS**

In this Deed, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

**“Agreed Consideration”** shall mean Total Price as mentioned in Recital F above and morefully described in **Schedule F** hereto paid by the Allottee for acquiring the Said Apartment;

**“Applicable Law”** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;

**“Association”** shall mean [ ] set up under the West Bengal Apartment Ownership Act, 1972 or as per applicable laws;

**“Common Areas”** shall mean the areas, amenities and facilities within the Project specified in **Schedule G** herein;

**“Common Expenses”** shall include all expenses for the management, maintenance and upkeep of the Project as indicated in **Schedule H** hereto and shall be proportionately payable periodically as Maintenance Charges by all Unit Allottee including the Allottee;

**“Common Purposes”** shall include the purpose of managing and maintaining the Project, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Allottee 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;

**“Exclusive Balcony/Verandah/Open Terrace Area”** or **“EBVT Area”** shall mean the floor area of the balcony or verandah and/or open terrace as the case may be, which is appurtenant to the net usable floor area of Unit, meant for the exclusive use of the Allottee

**“Maintenance Agency or Facility Management Company (FMC)”** shall mean initially the Promoter or any entity/agency appointed by the Promoter for the maintenance and shall ultimately mean the Association formed in terms of this Deed;

**“Net Area”** shall mean sum of the carpet area of the Unit and EBVT area

**“Unit Allottee ”** shall according to the context, mean all Allottees and/or intending Allottees of different Apartments for Office Space in the Project.

**“TERM”** shall mean the period commencing on and from the date of execution and registration of the Deed of Sub Lease and expiring on the date of expiry of the Aggregate Term

## 2. SUB-LEASE AND TRANSFER

2.1 In consideration of the payment of the Agreed Consideration mentioned in **Schedule F**, the Promoter:

(A) hereby Sub-lease and/or transfers, absolutely and forever, to the Allottee the Said Unit no. [ ] having carpet area of [ ] square feet, type [ ], on [ ] floor in the Building ("**Unit**") along with [ ] number of garage/covered car parking space bearing nos. [ ] in the [ ] (**said Apartment**);

(B) for itself and for and on behalf of the Lessees, hereby grants a perpetual and non-exclusive:

(i) right to use and enjoy the Common Areas in common with all the other Unit Allottees (it is clarified that the Common Areas shall be transferred to the Association of Unit Allottees by the Promoter/ Lessees); and

free from all encumbrances, trusts, liens, lis pendens and attachments whatsoever and all benefits and rights hereby granted to the Allottee, subject further to the observance and performance by the Allottee of all the terms and conditions of the management, administration and maintenance of the Common Areas and subject further to the Allottee paying and discharging all existing and future rates, taxes, impositions, outgoings from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the Apartment and proportionately with respect to the Common Areas.

2.2 The term '**the said Apartment**' wherever used in this Deed shall include all the properties and rights mentioned in Clause 2.1 hereinabove which are being hereby Sub-leased and/or granted, unless contrary to the context and it is expressly made clear that the same constitute one Office unit.

2.3 The right of the Allottee shall be restricted to the Said Apartment together with the right to use the common areas and the Allottee shall have no right, title or interest whatsoever in respect of the others units and garage in the Project.

2.4 In respect of the other spaces, properties and other rights which are not intended to be transferred to the Allottee as aforesaid, the Promoter shall be entitled to use, utilise, transfer, alienate, 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 them in its absolute discretion, without any reference or objection of the Allottee. The Allottee hereby consents to the same and undertakes not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.

2.5 The Allottee shall use and enjoy the said Apartment in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Allottees and/or of the Promoter.

2.6 The Allottee shall be entitled **TO HAVE AND TO HOLD** the said Apartment hereby granted transferred Sub-lease assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Allottee absolutely and forever

in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Allottees and/or of the Promoter.

- 2.7 The Sub-lease of the said Apartment is together with and subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule-I** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed and **Schedule-J** hereto, which shall be covenants running with the said Apartment in perpetuity.

### 3. **COVENANTS OF THE PROMOTER**

- 3.1 The Promoter hereby covenants with the Allottee that it:

- (a) has the right to transfer and Sub-lease the said Apartment to the Allottee free from all encumbrances subject to the said Litigations and occupation of the said occupants mentioned hereinabove;
- (b) shall, at the costs and requests of the Allottee, execute all necessary documents as may be reasonably required for more perfectly assuring the said Apartment to unto and in favour of the Allottee.

- 3.2 The Promoter hereby covenants with the Allottee that the Promoter is lawfully entitled to develop the Project and to transfer its rights in respect of the said Apartment.

- 3.3 The Promoter hereby further covenants with the Allottee that the Promoter has received the Agreed Consideration mentioned in **Schedule-F** and acknowledges the receipt thereof in the Memo of Consideration hereunder.

- 3.4 On timely and regularly paying the proportionate lease rent and all the Allottee 's payables and observing, performing and complying with all covenants and conditions herein contained and/or on its part to be observed, performed and/or fulfilled, the Allottee shall peacefully and quietly have and hold and enjoy the Apartment, during the remainder tenure of the Lease Deed as also its renewals, if any, without any interruption, eviction or disturbance by the Sub-lessee or any person or persons claiming under or in trust for the Lessees

- 3.5 The Promoter hereby further covenant that the Allottee shall, subject to observing, performing and complying with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including, **Schedule I** and **Schedule J**, peaceably hold the leasehold rights, hold and enjoy the said Apartment.

- 3.6 The Promoter hereby further covenant that post formation of the Association as per the applicable local law , the Promoter shall execute deed of Sub-lease of the common areas in favour of the Association. It being made clear that cost and charges including stamp duty and registration for such transfer shall be borne by the Association i.e the cost shall be shared proportionately among the Apartment Acquirers.

### 4. **COVENANTS OF THE ALLOTTEE**

- 4.1 The Allottee agrees, undertakes and covenants to:

- (a) perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in the Agreement for Sub-lease (as if they were incorporated in these presents) and in this Deed and not to commit breach of or do any act contrary to any of the terms, covenants and conditions stated therein or herein;
- (b) pay wholly in respect of the said Apartment and proportionately in respect of the Common Areas, the Common Expenses, Maintenance Charges, electricity charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including GST, betterment and/or development charges under any statute, rule or regulation, electricity charges. Common Expenses and Maintenance Charges that may be and/or become payable at any time (including enhancements thereto and/or new imposition) relating to the construction, transfer and/or maintenance of the said Apartment and/or relating to this Deed of Sub-lease without raising any objection thereto, within 15(fifteen) days of demand being made and the Promoter shall not be liable for the same under any circumstance;
- (c) regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said Apartment and ensure that those to the other Unit Allottee s are not adversely affected by any acts or defaults of the Allottee ;
- (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 transfer, sub-lease or disposal of any other unit or apartment in the Project;
- (e) not question the quantum or apportionment of the Common Expenses mentioned in **Part IV of Schedule-H (Common Expenses)** or the basis thereof;
- (f) not object to the user of the Common Areas (mentioned in **Schedule-G**) by the other Unit Allottee s;
- (g) comply with and honour the mutual easements, common rules and restrictions mentioned in **Schedule-I**;
- (h) get the said Apartment mutated in his name and/or separately assessed by the Corporation/Municipality or any competent authority; and
- (i) pay all amounts and deposits that are payable by the Allottee under this Deed of Sub-lease and/or which are the liability of the Allottee under this Deed of Sub-lease even if the same are demanded and/or become payable subsequent to the execution of this Deed of Sub-lease .
- (j) pay all future betterment/development charges etc. relating to the said Apartment and/or the Common Areas.

4.2 The Allottee hereby acknowledges that it is his/her/its obligation to make payment of all rates, taxes and outgoings whether local state or central which may become payable in respect of his/her/it Apartment for the period commencing from as stipulated and shall be



liable to make payment as and when the same becomes due and payable without raising any objection whatsoever or howsoever and in any event agrees to keep the Lessee /Developer and/or their respective successors and/or successors saved harmless and fully indemnified from and against all costs charges actions suits and proceeding including litigation cost.

#### **4.3 COVENANTS OF THE LESSEES**

The Lessees have absolute, clear and marketable title with respect to the leasehold rights of the said Land; the requisite rights to carry out development upon the Land and absolute, actual, physical and legal possession of the Land for the Project;

The lease respectively held by each of the Lessees is intended to run concurrently, and subject to the Sub Lessee making payment of the amounts agreed to be paid and performing and observing the terms and conditions herein contained and on the part of the Sub Lessee to be performed and observed, each to the satisfaction of the Promoter and the Lessees, the Lessees will not do, execute or perform any act, deed or thing whereby their respective leases may be forfeited and/or surrendered and/or terminated in any manner and Lessees shall not be entitled to terminate the lease so held by each of the Lessees respectively.

The Lessees have agreed to make and/or cause payment of the amounts which may have to be paid to the Owners in pursuance of the Deeds of Lease

#### **5. POSSESSION:**

At or before the execution of this Deed, the Allottee herein confirms that it has independently satisfied itself about the right, title and interest of the Promoter in the Property, the Plans and the constructions, including the quality and specifications thereof, the net area of the said Unit, the workmanship, the quality of materials used, the structural stability, necessary provisions have been made for the safety and security of the occupants of the Building and the completion of the Buildings, the Common Areas and the said Unit and has agreed not to raise any objection of whatsoever nature. Simultaneously with the execution and registration of this Deed, khas, vacant, peaceful, satisfactory and acceptable possession of the Apartment has been handed over by the Promoter to the Allottee, which the Allottee admits, acknowledges and accepts.

#### **6. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such, time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee , without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained hereinabove in this clause.

7. **STAMP DUTY VALUE:**

For the purpose of stamp duty valuation, the set forth value is Rs [\_\_\_\_\_], arrived at from the Total Price in the manner as under:

Total Price: Rs [\_\_\_\_\_]

Less Extras & Deposits: Rs [\_\_\_\_\_]

Less GST: Rs [\_\_\_\_\_]

**Set-forth value: Rs [\_\_\_\_\_]**

**SCHEDULE A**

[Description of Said Premises]

All that plot of land admeasuring about 2 acres comprised in Dag Nos. 305(P), 306(P), 307(P), 345(P), 346(P), 347(P), 348(P), 349(P), 350, 351(P), 455(P) & 457(P) in Mouza- Boinchtola, J.L. No.4, Police Station Pragati Maidan, District: Sub-Registration Office Sealdah , District Registration Office Alipore, District 24 Parganas (South) being Municipal Premises No. 992, Eastern Metropolitan Bypass, Kolkata – 700 105 with the limits of Kolkata Municipal Corporation, and butted and bounded as follows:

**ON THE NORTH** : By Dag Nos. 225,226,227,228,230,231(P), 346 (P) and 351 (P)  
( other land of KMC and portion of KMDA godown)

**ON THE SOUTH:** By Dag Nos. 344(P), 345(P), 348 (P), 349 (P), 455 (P) and 457 (P);  
**(Land of Kolkata Stock exchange)**

**ON THE EAST:** By E.M. Bypass

**ON THE WEST:** By Dag No. 351 (P)

And delineated in the map/ plan attached as **Annexure A** hereto

## **SCHEDULE B**

[Vesting of title of the Said Premises]

1. The Kolkata Municipal Corporation, a statutory body constituted under the Kolkata Municipal Corporation Act, 1980 , having its head office at 5 N Banerjee Road, Kolkata (hereinafter referred to as KMC) was the owner of a plot of land admeasuring about 2 acres comprised in Dag Nos. 305(P), 306(P), 307(P), 345(P), 346(P), 347(P), 348(P), 349(P), 350, 351(P), 455(P) & 457(P) in Mouza- Boinchtola, J.L. No.4, Police Station Pragati Maidan, District: South 24 Parganas, Kolkata, West Bengal located on the Eastern Metropolitan Bypass.
2. Competitive bids were invited by the KMC for long-term lease of the aforesaid land under the terms as elaborated in the `Request For Proposal(RFP Document) Published by the KMC and posted on the official web-portal of the KMC.
3. AHW Unimark Consortium (hereinafter referred to as the said PARTICIPANT) participated in the said Bid and was declared to be the successful bidder by the KMC, vide its letter No. 068/PPP/12/13 dated 11<sup>th</sup> June 2012 rectified by a further letter No. 085/PPP/12-13 dated 10<sup>th</sup> July 2012 upon which the entire amount of lease premium was duly paid by the said Participant to the KMC.
4. The consortium partners of the said participant constituted a Limited Liability Partnership (LLP) namely AHW consortium LLP pursuant to section 12(1) of the Limited Liability Partnership Act 2008 to acquire the long term lease of the said land.
5. The Mayor-in-council of the KMC in its meeting held on 9<sup>th</sup> June 2012 vide item No. MOA-34.6, resolved that the plot measuring 2 acres, more or less on Eastern Metropolitan Bypass, be leased out to the highest bidder namely AHW Unimark Consortium for a period of 99 years renewable for an additional period of 99 years on mutually agreed terms and conditions.
6. The KMC vide its letter under ref. No. 247/PPP/12-13 dated 13<sup>th</sup> December 2012 informed the said participant to execute the document of lease for the said land in favour of the said AHW Unimark Consortium LLP.
7. In pursuance of the same, the KMC demised ALL THAT plot of land comprised in Dag Nos. 305(P), 306(P), 307(P), 345(P), 346(P), 347(P), 348(P), 349(P), 350, 351(P), 455(P) & 457(P) in Mouza- Boinchtola, J.L. No.4, Police Station Pragati Maidan, District: South 24 Parganas, Kolkata, West Bengal located on the Eastern Metropolitan Bypass (hereinafter referred to as the said LAND) unto and in favour of the said AHW Unimark Consortium LLP, therein referred to as "the Lessee" and registered before the office of the District Sub Registrar-III, Alipore, South 24 Parganas in Book No.1, CD Volume No.4, Pages 6276 to 6299, Being No. 01543 for the year 2014 (hereinafter referred to as the said DEED OF LEASE).
8. The said Land has since been numbered and assessed as Municipal Premises No. 992, Eastern Metropolitan Bypass, Kolkata – 700 105 (hereinafter referred to as the said PREMISES).

**SCHEDULE C**  
**(Said Apartment)**

ALL THAT the Unit no. [ ] having carpet area of [ ] square feet and Exclusive Balcony/Verandah/Open Terrace Area Or “EBVT Area”, if any, having area of [ ] square feet aggregating to a Net area of [ ] square feet, type [ ], on [ ] floor in the Building (“Unit”) along with [ ] number of garage/covered car parking space bearing nos. [ ] each admeasuring [ ] square metre in the [ ] ***[Please insert the location of the garage/covered parking]***, (“Garage”) now in course of construction on the said Land **TOGETHER WITH** the proportionate share in all common areas as permissible under law

**SCHEDULE D**  
[Plan of Said Apartment]  
[Attached as separate sheet]

**SCHEDULE E**  
[Specifications of the Apartment]

**A. Units/Apartments**

**1. Flooring:**

Living Room- Imported Marble  
Bed Rooms- Engineered Wood  
Kitchen- Glazed Vitrified Tiles  
Balcony- Anti Skid Tiles/Marble with groves  
Toilets- Anti Skid Tiles  
Servants Room- Vitrified Tiles  
Utility-Anti Skid Tiles  
Servant’s Toilet- Anti Skid Tiles

**2. Doors**

All Living Room , Bedroom, Toilets and Kitchen Doors to be Flush door with Sal wood frames, architrave and Hettich/Hafele fittings

Main door to be Decorative flush door with Sal wood frames and architrave Electronic door lock and video door phone.

Servant Room & Servant Toilet Door to be Flush door with Sal wood frames and architrave

Balcony Door to be Aluminium sliding door with full glazing

**3. Windows/Glazing:**

Living Room and Bed Room to be Double Glazed Aluminium powder coated windows

Kitchen & Toilets to be Aluminium powder coated windows with exhaust fan

**4. Toilets:**

Sanitary ware EWC (Kohler/Grohe/Duravit) with anti-bacterial soft-coat seat cover Wash basin (Kohler/Grohe/Duravit) with vanity unit

Faucets and fittings Kohler/Grohe/Duravit faucets and fittings Shower area with enclosure

Servant's Toilet to consist of Sanitary wares, faucets and fittings ( Jaguar/Hindware/Parryware)

**5. Kitchen:**

Hot & cold water line provisions

**6. Electrical:**

Living & Bedrooms: Modular switches (Schneider/Havells/Legrand) Electrical point for TV. Home Automation in Living Room

Kitchen: Modular switches (Schneider/Havells/Legrand) Electrical points for refrigerator, hob, chimney with 2 additional plug points.

Toilets: Electrical Modular switches (Schneider/Havells/Legrand) Electrical points for hair dryer, electric shaver and geyser. Home Automation in Toilets

**7. Walls**

Putty with single coat primer

Toilet Walls- Ceramic Tiles up to false ceiling level

8. **Balconies:**  
Glass railings in all balconies.

**SCHEDULE F**

**[Agreed Consideration]**

Tower No. \_\_\_\_\_ Rate of Apartment per square foot of carpet area  
Apartment No. \_\_\_\_\_  
Type \_\_\_\_\_  
Floor \_\_\_\_\_

Cost of Carpet Area of Apartment

Cost of exclusive balcony or verandah areas

Cost of Exclusive Terrace

Cost of Proportionate Common Areas, External Walls

Preferential Location Charges

Garage/Covered/Open/Podium (basement, ground, first floor) Parking –

**Premium for the Apartment**

**Which is inclusive of:**

**The Application Money**

**The Booking Amount being 10% of the Premium for the Apartment**

**Extras & Deposits :**

Transformer Charges: On Actuals  
CESC Security Deposit: On Actuals  
Generator Connection: INR.  
\_\_\_\_\_/- per KVA  
Sinking Fund: Rs.  
Recreation Area Deposit Rs.  
Municipality Deposit for 1 Year: Rs.  
Legal Charges: Rs.  
Advance Maintenance Charges: Rs.  
1<sup>st</sup> Nomination Charges:  
Association Formation Charges: Rs.  
VRV AC Charges:

Taxes (GST) As applicable

**Total price (in Rupees)****SCHEDULE – G**  
**(Common Areas)**

- a) Lobbies, paths, passages, driveways, staircases, staircase landings, landings, corridors, entrance and exits of the Building;
- b) Stair Head room, caretaker room, electric meter room, pump room, transformer room
- c) Main Reception Lobby
- d) Ultimate Roof of the Building
- e) Lift machine room and lift well
- f) Common Toilets
- g) Community/Banquet Hall
- h) Infinity Edge Pool
- i) Health Club may include Steam/Sauna and/or Massage Room and Gymnasium
- j) Yoga/Meditation Room
- k) Deck adjacent to the Swimming Pool
- l) Party Lounge
- m) Outdoor Kid's Play Area
- n) Landscaped Gardens
- o) Squash Court
- p) Games Room with Table Tennis, Pool, Dart etc.
- q) Aqua Gym
- r) Kid's Pool

- s) Business Lounge
- t) Self Service Laundry
- u) Car Wash Facility
- v) Electrical Vehicle Charging Points
- w) Visitor Car Parking
- x) Any other area and/or faculty determined and demarcated as Common Area by the Developer at its sole discretion.

**SCHEDULE – H**  
**(Common Expenses)**

1. Lease rent or ground rent payable in respect of the said Land.
2. Repairing, rebuilding, repainting, improving as necessary and keeping the Said Project, the Building(s) and the Common Areas And Facilities and every exterior part thereof in good and substantial repair, order and condition and renewing and replacing etc. all worn or damaged parts thereof.
3. As often as may be necessary in the opinion of the Promoter or the Facility Management Company, as the case may be, painting with quality paint and in a proper and workmanlike manner all the wood, metal, stone and other work of/at the Said Project, the Building(s) and the Common Areas And Facilities and the external surfaces of all exterior doors etc. of the Building(s) and the Common Areas And Facilities, and decorating and colouring all such parts of the Building(s) and the Common Areas And Facilities, as usually are or ought to be.
3. Maintaining, repairing and where, necessary reinstating any boundary wall, hedge or fence.
4. Keeping the driveways, passages and pathways of the Said Project in good repair, and clean, tidy and edged.
5. Cost of clearing, repairing, reinstating any drains and sewers.
6. Paying such workers as may be necessary in connection with the upkeep and maintenance of the Said Project, the Building(s) and the Common Areas And Facilities.
7. Cost of operating and maintaining the various facilities/utilities comprising a part of the Common Areas And Facilities.
8. Insuring any risks.
9. Cleaning as necessary, the external walls and windows (not forming part of any Apartment) in/at the Said Project and/or the Building(s) as may be necessary as also the Common Areas And Facilities, the passages, landings, staircases and all other common parts of the Building(s) and the Said Project as identified by the Promoter or the Facility Management Company, as the case may be.
10. Operating, maintaining and if necessary, renewing from time to time the lighting apparatus of the Said Project, the Building(s) and the Common Areas And Facilities, and providing additional lighting apparatus thereat.



11. Maintaining and operating the lifts, generator and all facilities and utilities forming a part of the Common Areas And Facilities and also those identified by the Promoter, if any.
12. Providing and arranging for removal of rubbish.
13. Paying all the rates, taxes, commercial surcharge, levies, duties, charges assessments and outgoings whatsoever (whether central, state or local) assessed, charged or imposed or payable presently or in the future with retrospective effect or otherwise, in respect of the Said Project and/or Building(s) and/or the Common Areas And Facilities and/or any part thereof, excepting in so far as the same is the responsibility of an End User/the occupant of any Apartment.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by any Authority in connection with the Said Project and/or the Building(s) and/or any part thereof so far as the same is not the liability of and/or attributable to an End User/occupant of an Apartment.
15. Generally managing and administering and protecting the Said Project, the Building(s) and the Common Areas And Facilities, and for such purpose employing any contractor and enforcing the observance of the covenants on the part of the End Users/occupants of any of the Apartments.
16. Employing qualified accountant(s) for the purpose of auditing the accounts in respect of the Common Expenses, and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and/or with the provisions of all statutes and all regulations, orders and bye-laws made thereunder relating to the Said Project and/or the Building(s) and/or Common Areas And Facilities excepting those which are the responsibility of an End User/occupier of any Apartment.
18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Promoter may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management of the staff and complying with all relevant statutes and regulations and orders thereunder and employing whenever necessary suitable person(s) or firm to deal with these matters and disengage them when required.
20. The purchase, maintenance and renewal of any other equipment and the provision of any other service, which in the option of the Promoter or the Facility Management Company, as the case may be, it is reasonable to provide.
21. Charges/fees of the Facility Management Company if any.
22. Service charges of the Promoter till the maintenance is taken over by the Association.
23. Litigation expenses that may have to be incurred for any Common Purpose and/or for in/the larger/ greater interest of the Said Project and/or the Building(s).

24. Such periodic amounts, as may be estimated by the Promoter or the Facility Management Company, as the case may be, whose decision shall be final and binding, and to provide for a reserve fund for items of expenditure including those referred to in this Schedule to be incurred or expected to be incurred at any time.
25. Costs and expenses for the operation, management, maintenance, upkeep and administration of the mechanical vehicle parking spaces situate at any part or portion of the Said Project notwithstanding the fact that the Sub-Lessee has not been granted the right to use any of such mechanical vehicle parking spaces.
26. Such other costs, expenses etc. incidental to and/or ancillary to and/or related to/with any of the matters, items, issues etc. stated in this Schedule

### **SCHEDULE-I**

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

The under mentioned rights easements and quasi easements privileges of the Allottee (s) to be enjoyed along with other co-occupiers.

- i. The Allottee (s) shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING UNTO THE Association the rights easements quasi easements privileges and appurtenances.
- ii. The right of access and passage in common with the Association and/or the Allottee s and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other covered common areas installations and facilities in the Building and the Premises.
- iii. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Apartment with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Allottee (s) or any person deriving title under the Allottee (s) or the servants, agents, employees and invitees of the Allottee (s) to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Allottee s and the Association along such drive way and path ways as aforesaid.
- iv. The right of support shelter and protection of the Said Apartment by or from all parts of the Building so far they now support shelter or protect the same.
- v. The right of passage in common as aforesaid electricity water and soil from and to the Said Apartment through pipes drains wires and conduits lying or being in under through or over the Building and the Premises so as far as may be reasonable necessary for the beneficial occupation of the Said Apartment and for all purposes whatsoever.

- vi. The right with or without workmen and necessary materials for the Allottee (s) to enter from time to time upon the other parts of the Building(s) and the Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Apartment in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours' previous notice in writing of its intention so to enter to the Allottee s and occupiers of the other spaces and portion of the Building(s)

## SCHEDULE-J

### (Allottee 's Covenants)

#### Part-I

#### (Specific Covenants)

**The Allottee agrees undertakes and covenants to:**

- a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
- a) permit the Promoter, Maintenance Agency and their respective men, agents and workmen to enter into the said Unit for the Common Purposes with prior reasonable notice except in case of emergency/urgency Provided however that such right of the Promoter shall come to an end after handing over of maintenance of the Project to the Association;
- b) Permit the Promoter to put up neon signs /sign board of the on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas free of cost.
- c) deposit the amounts for common purposes as required by the Maintenance Agency;
- d) use and occupy the said Unit only for the purpose of residence and not for any other purpose;
- e) use the Common Portions without causing any hindrance or obstruction to other Unit Allottee s and occupants of the Building;
- f) keep the said Unit and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Building and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Units /parts of the Building;

- 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 Unit or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines and/or air-conditioners or otherwise;
- h) maintain and/or remain responsible for the structural stability of the said Unit and not to do anything which has the effect of affecting the structural stability of the Building;
- i) use and enjoy the spaces comprised in the Common Portions for the Common Purposes;
- j) to pay charges for electricity in relation to the said Unit wholly.
- k)
  - (i) In the event if the unit is booked prior to obtaining of completion certificate the buyer shall bear and pay from the date of the Completion Certificate, the Common Expenses, common portion electricity charges and all costs, expenses and other outgoings in respect of the Premises proportionately and the said Unit wholly;
  - (ii) In the event if the Unit is booked after obtaining of completion certificate, the buyer shall bear and pay, the Common Expenses, common portion electricity charges and all costs, expenses and other outgoings in respect of the Premises proportionately and the said Unit Unit wholly on completion of 15(Fifteen) days from the date of booking.
- l)
  - (i) In the event if the Unit is booked prior to obtaining of completion certificate the buyer shall pay from the date of issue of the Completion Certificate, the Municipal Corporation Taxes and all other rates, taxes, levies, duties, charges, impositions outgoings and expenses (including water charges & taxes, if any) in respect of the Building and the Premises proportionately and the said Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit until the same is assessed separately by the Municipal Corporation;
  - (ii) In the event if the Unit is booked after obtaining of completion certificate, the buyer, shall pay the Municipal Corporation Taxes and all other rates, taxes, levies, duties, charges, impositions outgoings and expenses (including water charges & taxes, if any) in respect of the Building and the Premises proportionately and the said Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit Unit until the same is assessed separately by the Municipal Corporation on completion of 15(Fifteen) days from the date of booking.

- m) pay for other utilities consumed in or relating to the said Unit;
- n) allow the other Unit Allottee s the right to easements and/or quasi-easements;
- o) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Municipal Corporation Taxes and other payments mentioned herein within 15(fifteen) days of receipt of demand or relevant bill, whichever be earlier; and
- p) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes.

**2. The Allottee agrees undertakes and covenants:**

- a) not to damage, demolish or cause to be damaged or demolished the said Unit 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 Building and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;
- c) not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Building save at the place as be approved or provided by the Maintenance Agency. Provided however that nothing contained herein shall prevent the Allottee to put a decent nameplate on the outface of the main door of the said Unit;
- 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 Unit or any portion thereof;
- e) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Unit or any part of the Building or the Premises or may cause any increase in the premium payable in respect thereof;
- f) not to make or permit or play any disturbing noises or loud sounds or music in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers and/or disturb them;
- g) 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;

- i) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills/gates of the said Unit which in the opinion of the Maintenance Agency differs from the colour Scheme of the building or deviation or which in the opinion of the Promoter may affect the elevation in respect of the exterior walls of the Premises;
- j) not to decorate the exterior of the Building otherwise than in the manner agreed by the Maintenance Agency in writing or in the manner as near as may be in which it was previously decorated;
- 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 Building and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;
- l) not to store or allow anyone to store any goods articles or things in or around the staircase lobby landings or other common areas or installations of the Building;
- m) not to store in the said Unit or any part of the Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Premises or any part thereof and/or the Premises and/or any neighbouring property to any risk of fire or any accident;
- n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Building;
- o) not to claim any exclusive right over and/or in respect of the roof or any open land at the Premises or any other open or covered areas of the Building and the Premises meant to be a common area or portion;
- p) not to shift or obstruct any windows or lights in the said Unit or the Building 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 Unit without the prior consent in writing of the Maintenance Agency;
- q) 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 Portions in any manner whatsoever;
- r) not to park or allow anyone to park any car at any place other than the space earmarked for parking cars of the Allottee ;

- s) not to sell, transfer, let out or part with possession of the said Parking Spaces, independent of the said Unit and to use the same only for the purpose of parking motor car provided however that the said parking space may be allotted to any other Unit Allottees of the Building;
- t) not to use the said Unit for any purpose save and except for office purpose and not to use the said 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, repairing centre, commercial guest house, 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 Building or occupy any pathway, passages, corridor or lobby in any manner whatsoever;
- u) not to do any addition, alteration, structural changes, construction or demolition in the said Unit without prior written permission from the Municipal Corporation and other concerned authorities as also the Association and also subject to the condition that the same is not restricted under any other provision of this Deed;
- v) not to raise or put up any kutcha or pucca constructions, grills, walls or enclosure of any kind around the said 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;
- w) not to make any claim of any nature whatsoever with regard to the Premises besides the said Unit transferred hereby and the common enjoyment of the Common Portions;
- x) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the building or shall anything be projected out of any window of the Premises;
- y) not to keep or harbour any bird or animal in the Common Portions of the Premises and NOT to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said residential complex
- z) not to make claim of any right of pre-emption or otherwise regarding any of the other Units or any portion of the Building and/or the Premises;
- aa) not to subdivide the said Unit and/or the said Parking Space, if allotted, or any portion thereof;

- ab) not to attach or hang from the exterior of the Building on any side any radio or television aerial or TV /Satellite Dish Antenna;
  - ac) not to interfere with the common use and enjoyment of the Common Portions by the Promoter or the other Unit Allottee s;
  - ad) not to install any loose, hanging or exposed wires or cables anywhere outside the said Unit;
  - ae) not to interfere with, obstruct or hinder the rights of the Promoter regarding the roofs including the transfer of such rights and entitlements along and/or not to do anything that may be contrary to the provisions of this Deed;
  - af) not to carry on or permit to be carried on at the said 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 Allottee s/occupiers of the said Premises and/or the neighbourhood;
  - ag) not to use the said Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Promoter to any liability under environmental laws;
  - ah) not to install air conditioners anywhere in the said Unit save and except the places which have been specified for such installations; and
  - ai) not to install grills which have not been approved by the Maintenance Agency.
3. The stamp duty, registration fees and incidental expenses in respect of this Deed of Sub-lease are being paid and borne by the Allottee . The Goods and Service Tax payable in respect of the Agreed Consideration mentioned in this Deed as also the other amounts and/or Deposits that have been paid and/or are payable by the Allottee , shall be borne and paid by and be the sole liability of the Allottee who agrees and undertakes to make payment of the same even if the same are found payable and/or demanded in future. The Allottee hereby indemnifies the Promoter fully regarding the above.
4. The Building constructed at the Premises has been named as “ \_ANAASA” . The Allottee and/or the Unit Allottee s and/or the Maintenance Agency shall not be entitled to change the said name under any circumstances whatsoever without the consent in writing of the Lessees and the Promoter.
5. The Allottee shall have no connection whatsoever with the other Unit Allottee s and there shall be no privity of contract or any agreement or arrangement as amongst the Allottee and the other Unit Allottee s (either express or implied) and the Allottee shall be



responsible to the Promoter for fulfillment of the Allottee 's obligations irrespective of non-compliance by any other Unit Allottee s.

6. The Allottee may deal with or dispose of or alienate or transfer the said Unit subject to the following conditions:
  - a) The said Unit shall be one lot and shall not be partitioned or dismembered in parts and shall not be Sub-leased or transferred in divided or demarcated parts by the Allottee . In case of Sub-lease of the said Unit in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.
  - b) The transfer of the said Unit by the Allottee shall not be in any manner inconsistent with this Deed of Sub-lease and the covenants contained herein shall run with the land and/or transfer. The person(s) to whom the Allottee may transfer/alienate the said Unit shall automatically be also bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Allottee by law and/or by virtue of this Deed of Sub-lease .
  - c) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, municipal corporation taxes and other taxes etc. relating to the said Unit payable to the Promoter, the Maintenance Agency and the Municipal Corporation are paid by the Allottee in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer and the transferee shall be liable to make payment of the same.
7. The Allottee shall not claim any partition of the land comprised in the Premises.
8. The Allottee shall use and enjoy the said Unit in the manner not inconsistent with his rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit Allottee s and/or the Promoter.
9. The Allottee shall be responsible for and shall keep the Promoter and/or the Maintenance Agency and/or the Association indemnified of from and against all damages claims demands costs charges and expenses and proceedings occasioned relating to the Premises or any part of the Building or to any person due to any negligence or any act deed or thing made done or occasioned by the Allottee and shall be responsible for and shall keep the Promoter indemnified also against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter as a result of any act, omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance by the Allottee of any of the terms, conditions, covenants contained in this Schedule or elsewhere in this Deed.
10. The Allottee agrees, undertakes and covenants not to make or cause any objection, interruption, interference, hindrance, obstruction or impediment for any reason or in any

manner whatsoever relating to the construction, completion, Sub-lease, transfer, etc. of the Building or any portion (other than the said Unit Unit) thereof by the Promoter

## Part - II

### **(Maintenance)**

1. The Premises, the Building and the Common Portions shall be managed and maintained by the Maintenance Agency.
2. The Allottee 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 Allottee s 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 for the Building and the Premises, which are not separately charged or assessed or levied on the Unit Allottee s .
5. The Allottee shall make payment of all amounts demanded by the Maintenance Agency within 15 (fifteen) days of demand or the due date for the same and in case of any delay, the Allottee shall pay interest at the rate of 2 percent per annum compoundable monthly in respect of the unpaid amounts of Maintenance Charges, Electricity Charges, Municipal Corporation taxes, Common Expenses and/or other payments as also interest thereon and there shall be restriction on Sub-lease, transfer, lease or tenancy of the said Flat 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 7 below.
6. Apportionment of any liability of the Allottee in respect of any item of expense, taxes, dues, levies or outgoings payable by the Allottee shall be done by the Maintenance Agency whose decision shall be final and binding on the Allottee and the Allottee shall not be entitled to raise any dispute or objection thereto.
7. The Maintenance Agency shall charge Maintenance Charges at such rate per square feet of Super Built-up Area per month as may be decided by the Maintenance Agency and the Maintenance Agency shall be entitled to revise the Maintenance Charges from time to time.
8. The Maintenance Agency shall be entitled to withdraw, withhold, disconnect or stop all services, facilities and utilities to the Allottee and/or the said Flat Unit including water

supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Municipal Corporation Taxes, Common Expenses and/or other payments by the Allottee after giving 1 (one) month notice in writing.

9. The Allottee shall co-operate with the other Unit Allottees, 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.
10. All rights and entitlements of the Maintenance Agency shall be the rights and entitlements of the Developer until the Association is formed and starts functioning effectively and till that time the Developer shall maintain the Building and collect all funds, deposits, charges and expenses including the Maintenance Charges, Common Expenses, Deposits/Advances for Fund, Deposits/Advances for Maintenance Charges and Deposits/Advances for Municipal Corporation Taxes.

### **Part - III**

#### **(Association)**

1. After handing over possession of all the Flat Units in the Building, the Promoter, shall take steps for formation of the Association in consultation with all the Unit Allottees for the maintenance and management of the Common Portions described in **Schedule-G**, the Building and other areas at the Premises. The maintenance of the Building shall be made over to the Association by the Maintenance Agency and upon such making over, the Association shall be responsible for the maintenance of the Building and the Premises. The Maintenance Agency shall make payment of the expenses relating to the period prior to the handing over of maintenance to the Association. The Maintenance Agency shall hand over all deposits lying with it after deduction/ adjustment of all dues, to the Association for smooth running. Such Association may be an association, syndicate, committee, body, society, company or an entity as the Promoter may decide. The Allottee shall, within 15 days from receiving a request from the Promoter, become a member of the Association formed or to be formed at the instance of the Promoter.
2. All papers and documents relating to the formation of the Association shall be prepared and finalised by, Solicitor & Advocates of the Promoter and the Allottee hereby consents to accept and sign the same and to assist the Promoter in all respects in formation of the Association.
3. The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. may be employed and/or absorbed in the employment of the Association if the Association agrees for same and there will be no binding on the Association to absorb them. It is however made clear that all past dues of such employees relating to the period upto the date of the Completion Certificate shall be paid by the Promoter without any liability of the Allottee and thereafter for the period upto handing over of the maintenance to the Association shall be settled by the Maintenance Agency from the maintenance charges payable by the Unit Allottees. The Association shall

issue fresh appointment letter to such employees, if any, appointed by them, and shall not be responsible for their past dues. After handing over of maintenance to the Association, all subsequent employment shall be done by the Association.

4. The Articles, Rules, Regulations etc. of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.
5. Notwithstanding anything contained elsewhere herein, the Allottee and all Unit Allottee s shall bear and contribute / pay all proportionate costs and expenses for formation, including professional charges, and the functioning and upkeep of the Association, as determined by the Association, without any demur or delay.
6. Any association of whatsoever nature or nomenclature formed by any of the Unit Allottee s without the participation of all Unit Allottee s shall not be entitled to be recognised by the Promoter and shall not have any right to represent the Unit Allottee s or to raise any issue relating to the Building or the Premises.
7. The Association, when formed, shall be owned and controlled by the Unit Allottee s proportionately and all its decisions shall be by majority of votes according to proportionate interest, and not number of members. The Unit Allottee s (including the Allottee ) 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 several Agreements for Sub-lease of flats and the Deeds of Sub-lease executed by the Promoter in favour of the Unit Allottee s.
8. After the maintenance of the Building is made over by the Maintenance Agency 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 Deeds of Sub-lease executed by the Promoter in favour of the Unit Allottee s.
9. All the Unit Allottee s may unanimously change, alter, add to, amend or modify the Rules and Regulations of the Association and frame such other rules, regulations and/or bye-laws for the Common Purposes, the quiet and peaceful enjoyment of the Flat Units by their respective Allottee s or for the mutual benefit of the Unit Allottee s subject to the condition that no change, alteration, addition, amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the several Agreement for Sub-lease and/or the Deeds of Sub-lease executed by the Promoter in favour of the Unit Allottee s.
9. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Portions/Purposes.

11. From the date of handing over of maintenance to the Association, the Promoter shall not have any responsibility whatsoever regarding the Building 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, installations, meters and connection, etc. and/or for any statutory compliances, permissions and licenses regarding the Building and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Unit Allottee s including the Allottee and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Unit Allottee s including the Allottee and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire licence, etc. and the Promoter shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over of maintenance, none of the Promoter and/or their directors, employees or agents shall have any liability or responsibility whatsoever under any circumstance.

#### **Part –IV**

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

1. The Allottee shall apply for and obtain within six months from the date thereof, mutation, separation and/or apportionment of the said Unit in his own name without in any way making or keeping the Promoter liable and/or responsible in this regard on any account whatsoever. The Promoter shall fully co-operate with the Allottee in this regard and shall sign all necessary papers including no objection, consent etc., if and when required.
2. In case of default, the Promoter or the Maintenance Agency, as the case may be, will be entitled to get the said Flat Unit mutated and apportioned in the name of the Allottee and in such an event be further entitled to recover all costs, charges and expenses, including professional fees therefor from the Allottee . All such amounts shall be paid and/or be payable by the Allottee within 15(fifteen) days of being called upon to do so. In the event of failure to do so, the Allottee shall be liable to pay interest on the unpaid amount at the rate of 12(twelve) per cent per annum with quarterly rests.
3. Until such time as the said Flat Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the Premises and/or the Building (**Impositions**) shall be proportionately borne by the Allottee .
4. Besides the amount of the Impositions, the Allottee 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 Allottee of Impositions and Penalties in respect of the said Flat Unit booked prior to obtaining of completion certificate would accrue with effect from

the date of Completion Certificate and for the flats booked post completion certificate would accrue on completion of 30(thirty) days from the date of booking.

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 Allottee thereof from the Allottee .

**IN WITNESS WHEREOF** the Parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

**SIGNED AND DELIVERED** by the Lessees at ...

in the presence of :

**SIGNED AND DELIVERED** by the Promoter at ...

in the presence of :

**SIGNED AND DELIVERED** by the **ALLOTTEE** at .....

in the presence of :

**RECEIVED** of and from the within-named Allottee the within-mentioned sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) being full Total price for Sub-lease of the said Apartment payable to the Promoter under these presents as per the following –

**Memo of Consideration**

SET OUT	Rs. _____/-

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

[ \_\_\_\_\_ ]  
Promoter

**Witnesses:**