

## AGREEMENT FOR ALLOTMENT & SUB-LEASE

This Agreement for Sub-Lease (**Agreement**) executed on this \_\_\_\_\_ day of Two Thousand and \_\_\_\_\_

BY AND BETWEEN

**CONCAST INFRASTRUCTURE PRIVATE LIMITED** (CIN - U70109WB2002PTC094216 and PAN – AACCC1875A), a company incorporated under the provisions of the Companies Act 1956, having its registered office at 991 EM Bypass, Kolkata – 700046, represented by its director/authorized signatory \_\_\_\_\_ (Income Tax PAN \_\_\_\_\_), son of \_\_\_\_\_, residing at \_\_\_\_\_, hereinafter referred to as the “**PROMOTER/SUB-LESSOR**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

**AND**

*[If the Allottee is a company]*

**M/s** \_\_\_\_\_ (CIN \_\_\_\_), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_ (PAN \_\_\_\_\_), represented by its authorized signatory \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) duly authorized vide Board resolution dated \_\_\_\_\_, hereinafter referred to as the “Allottee/Sub-Lessee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

*[If the Allottee is a partnership]*

**M/s** \_\_\_\_\_ a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_ (PAN \_\_\_\_\_), represented by its authorized partner \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) duly authorized vide \_\_\_\_\_ hereinafter referred to as the “Allottee/Sub-Lessee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

*[If the Allottee is an individual]*

**Mr. / Ms.** \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son/daughter of \_\_\_\_\_ aged about \_\_\_\_\_, residing at \_\_\_\_\_ (PAN \_\_\_\_\_) hereinafter called the “Allottee/Sub-Lessee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

*[If the Allottee is a HUF]*

**Mr.** \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son of \_\_\_\_\_, aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at \_\_\_\_\_ (PAN \_\_\_\_\_) hereinafter referred to as the “Allottee/Sub-Lessee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

The Promoter/Sub-Lessor and Allottee/Sub-Lessee shall hereinafter 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 S.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. 57(P), 58(P), 74(P), 143(P), 144(p), 156(P), 159(P), 161(P) in Mouza: Purba Topsia, J.L. No. 7, Police Station: Tiljala, District: South 24 Parganas, Kolkata, West Bengal located on the Eastern Metropolitan Bypass adjacent to Science City (hereinafter referred to as the said **LAND**).

- B. In pursuance of the competitive bids invited by the KMC to lease out the said Land, the KMC demised **ALL THAT** plot of land comprised in Dag Nos. 57(P), 58(P), 74(P), 143(P), 144(P), 156(P), 159(P) & 161(P), Mouza: Purba Topsia, JL No. 7, P.S. - Tiljola, District: South 24 Parganas, Kolkata, West Bengal containing a land area of 2.003 Acres on Eastern Metropolitan Bypass adjacent to Science City (hereinafter referred to as the said **LAND**) unto and in favour of the said Concast Infrastructure Pvt. Ltd., the Sub-Lessor herein by and under a Deed of Lease dated 3<sup>rd</sup> August 2012 between the Kolkata Municipal Corporation therein referred to as "**the Lessor**", Concast Infrastructure Private Limited, therein referred to as "**the Lessee**" and the said Concast Exim Ltd., therein referred to as "**the Confirming Party**" and registered before the office of the District Sub Registrar - III, Alipore, South 24 Parganas and recorded in Book No. I, CD Volume No. 19, Pages 10078 to 10098, Being No. 09696 for the year 2012 (hereinafter referred to as the said **DEED OF LEASE**).
- C. The said Land has since been numbered and assessed as Municipal Premises No. 991 EM Bypass, Kolkata -700046 (hereinafter referred to as the said **PREMISES** and morefully mentioned and described in **SCHEDULE-A** hereunder written).
- D. In terms of the said Deed of Lease, the Sub-Lessor herein became entitled to:
- (i) leasehold interest in the said Premises for the period of 99 (ninety nine) years with an option on the part of the Sub-Lessor for renewal of the lease for a further period of 99 (ninety nine) years without any payment of further premium;
  - (ii) undertake development of the said Premises for commercial exploitation thereof;
  - (iii) grant sub-lease, sub let and/or usage rights of the constructed spaces of the proposed building to be constructed upon the said Premises;
  - (iv) mortgage its leasehold interest in the said Premises.
- E. The Sub-Lessor herein applied for and obtained sanction of revised building plan vide Plan No. 2017070168 dated 19<sup>th</sup> February 2018 comprising one tower/building of basement plus ground plus 38 floors from the Kolkata Municipal Corporation for development of the said Premises and commenced construction of a primarily residential multi-storied building thereat (hereinafter referred to as the **PROJECT**). The Sub-Lessor intends to further apply / has applied before the KMC /concerned authorities for sanction/modification of building plan in the said Project and the said application is presently pending.
- F. By a Memorandum of License Agreement dated the 22<sup>nd</sup> June 2016 made between DT Tower Kolkata LLC therein mentioned as Licensor and Concast Infrastructure Private Limited, Regent Hirise Private Limited, Raj Construction Projects Private Limited, RDB Realty & Infrastructure Limited and Tribeca Creators LLP therein mentioned as Licensee, the Licensor therein granted unto and in favour of the Licensee therein the rights to use display the name "TRUMP® TOWER KOLKATA" solely for the purpose of identifying and promoting the Tower on the said Premises and for select advertising, promotional and publicity purposes on the terms and conditions therein mentioned.
- G. By a Development Management Agreement dated 22<sup>nd</sup> June 2016 made between Concast Infrastructure Private Limited (Sub-Lessor herein), Tribeca Creators LLP, Regent Hirise Private Limited, Raj Construction Projects Private Limited and RDB Realty & Infrastructure Limited, the Sub-Lessor herein appointed the said Tribeca Creators LLP as development manager on an exclusive basis to render the development services as stated therein for the consideration and under the terms mentioned and contained therein.
- H. The Sub-Lessor has availed loan/credit facilities from the lending institution namely 'Xander Finance Private Limited' of #101, 5 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra East, Mumbai – 400051 for the purpose of the said project by creating mortgage of the said property and deposit of the Deed of Lease dated 3<sup>rd</sup> August 2012.
- I. The said Land is earmarked for the purpose of building a primarily residential multi-storied project, comprising various units and the said project shall be known as TRUMP® TOWER KOLKATA.
- J. The Sub-Lessor is fully competent to enter into this Agreement and all the legal formalities with respect to the leasehold right, title and interest of the Sub-Lessor regarding the said Land on which Project is to be constructed have been completed.
- K. The Project will consist of two segments viz. (i) Residential Units and (ii) Clubhouse.

- L. The Kolkata Municipal Corporation (KMC) has granted the commencement certificate to develop the Project in terms of the Plan and the Sub-Lessor has issued a notice for commencement of construction to the KMC.
- M. The Sub-Lessor has obtained the layout plan, sanctioned plan, specifications and approvals for the Project from the Kolkata Municipal Corporation, subject to modification/revision as envisaged or mentioned herein. The Sub-Lessor agrees and undertakes that save and except reserving the rights to raise additional floors for the purpose to avail the permissible FAR, and change in façade/elevation and parking/open space layout and as permitted under the law, it shall not make any other changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- N. The Promoter has appointed a structural engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural engineer till the completion of the building/buildings.
- O. The promoter has registered/applied for registration of the Project under the provision of the West Bengal Housing Industry Regulation Act 2017 (WBHIRA) Act with the Regulatory Authority at Kolkata and the authenticated copy of the Application No. \_\_\_\_\_/Registration Certificate No. \_\_\_\_\_ of the Project granted by the WBHIRA is annexed hereto and marked Annex-D.
- P. The Allottee, after satisfying himself /herself/ itself/ themselves about the title of land, the rights of the Promoter and after inspection of the Plan designs and specifications prepared by the Promoter's Architects and sanctioned by the competent authorities and all other permissions necessary for construction and development of the Project, has approached and applied to the Sub-Lessor for obtaining allotment and demise of a unit and the Allottee hereby agrees and undertakes to acquire from the Sub-Lessor and the Sub-Lessor agrees to allot, sub-lease and demise to the Allottee **ALL THAT** piece and parcel of the residential flat being Unit No. \_\_\_\_ containing a Carpet Area of \_\_\_\_ sq. ft., Balcony & Utility Area of \_\_\_\_ sq. ft., Terrace Area of \_\_\_\_ sq. ft. (aggregating to Built-up Area of \_\_\_\_ sq. ft.) be the same a little more or less on \_\_\_\_ floor in the Building together with the right to use \_\_\_\_ nos. Open Car Parking Space (\_\_\_\_ level) and/or \_\_\_\_ nos. Covered Car Parking Space (\_\_\_\_ level) and/or \_\_\_\_ nos. Mechanical Car Parking Space of the Building together with rights to use the common areas in common with other Allottees in the Project ("**Common Areas**") as mentioned in the **SCHEDULE-E** hereunder written (hereinafter referred to as the "**Apartment**") more particularly described in **SCHEDULE-B** hereunder written and the floor plan or the apartment is annexed hereto and marked as **Annexure A**).
- Q. The Sub-Lessee has represented and assured the Sub-Lessor that the Sub-Lessee is legally and otherwise competent to enter into this agreement and has adequate financial capacity to acquire sub-lease of the Apartment(s) and has adequate competence to fulfill his/ her/ its/ their obligations under these presents and the Allottee shall furnish copies of requisite documents, information and details relating to its identity including PAN card as required by the Sub-Lessor from time to time.
- R. The Sub-Lessee shall abide by the covenants and obligations mentioned in the **SCHEDULE-G** hereunder written which shall be construed as the covenants running with the title of the Apartment.
- S. The copy of the Report of Title issued by the Advocate of the Sub-Lessor, has been uploaded in the official web-site of the Project under WBHIRA and the Allottee has also independently satisfied himself/herself/itself/themselves about the Sub-Lessor's leasehold title to the said Land on which the Apartment is to be constructed.
- T. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- U. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- V. The Parties, rely on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- W. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Sub-Lessor hereby agrees to grant sub-lease and the Sub-Lessee hereby agrees to acquire sub-lease of the Apartment as specified in Schedule-B hereunder written.

#### **DEFINITIONS:**

For the purpose of this Agreement of Sub Lease, unless the context otherwise requires:

- (a) “**Act**” means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017
- (b) “**Rules**” means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (c) “**Regulations**” means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) “**Section**” means a section of the Act.

And the definitions as contained in the **SCHEDULE-I** hereunder written.

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

**1. TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Sub-Lessor agrees to grant sub-lease to the Sub-Lessee and the Sub-Lessee hereby agrees to acquire sub-lease of the Apartment/ as specified in the Schedule-B hereunder written.
- 1.2 The Total Non-Refundable Premium for the Apartment and appurtenances based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) ("**Total Premium**"):

<b>Apartment and appurtenances details</b>	<b>Amount</b>
Apartment No. _____ Floor _____ _____ Parking Spaces	
Charges for Infrastructure & Amenities	
Consolidated amount without GST in INR	
GST as per prevailing rates	
Total Amount in Rupees	

Explanation:

- I. The Total Premium above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
- II. The Total Premium above includes taxes consisting of tax paid or payable by the Promoter by way of GST, Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter up to the date of handing over the fitout or possession of the Apartment to the Allottee and the project to the Association of Allottees or the Competent Authority, as the case may be, after obtaining the completion/occupancy certificate subject to the Clause 11 hereafter providing that the cost of maintenance of the Apartment/Building or the Project shall be carried out by the Promoter upto a maximum period of three months after completion/occupancy certificate which shall be included in the Total Premium. Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change modification; provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act and/or any other applicable laws as the case may be, and the same shall not be charged from the Allottee.
- III. The Promoter shall periodically intimate to the Allottee, the amount payable as stated herein above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or

- demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- IV. The Total Premium of the Apartment includes recovery of premium paid for land, construction of not only the Apartment but also the Common Areas, internal/external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and fire fighting equipments in the common areas, maintenance charge as per Clause 11, etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Project; and parking (if any) as provided in the Agreement.
- V. The Allottee has been made aware that as required by the provisions of Sec 13 of the Act, this Agreement is required to be registered.
- VI. The Allottee acknowledges that the Total Premium has been agreed between the parties taking into account the effect and benefits of the input tax credit under the applicable laws.
- VII. Nomination: If prior to execution of the deed of sub-lease, the Allottee nominates his/their booked apartment unto and in favor of any other person or persons in his/her/their place and stead, the allottee may do so with the permission of the Promoter. However the first 18 (eighteen) months from the date of Application/Booking shall be a Lock-in Period during which time the Allottee shall not be permitted to nominate in favor of any third party, and the Sub-Lessee shall obtain prior written consent from the Bank/Financial Institution from which the Sub-Lessee has obtained home loan finance and/or financial assistance (if applicable). In the event of such nomination in the manner as aforesaid, the Sub-Lessee and also the nominee shall execute necessary deeds and documents as required by the Sub-Lessor and such nominee shall be obliged to fulfill and observe all the covenants and obligations of the Sub-Lessee under this Agreement, including those that remain unfulfilled by the Sub-Lessee even retrospectively at the time of such nomination. At the time of nomination, the new purchaser will be compulsorily required to register the Sub-Lease / Nomination Agreement. The Allottee shall pay a sum calculated @ 2% of the Total Premium or the Nomination Price whichever is higher, plus applicable taxes, as and by way of nomination fees to the Promoter. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination.
- VIII. Specifications: The proposed specification of the Unit and common areas is as given in Schedule-D hereunder. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the quality of the substituted materials or specifications is equivalent or higher than the quality of materials and specifications as set out in the aforesaid Schedule.
- IX. Amenities: The Promoter shall provide the amenities for the use and enjoyment of the Allottees. The description of the proposed amenities and/or facilities in the Clubhouse / Residential Segment is as given in the Schedule-E. No substantial or significant changes will be done, however the description and location of the common areas / amenities pertaining may change. The Allottee acknowledges that the common areas shall be made available and handed over progressively upon completion.
- X. The Allottee agrees and acknowledges that the Apartment shall be in bare shell condition, and that show/model residential units exhibited at the site (if any) shall only provide a representative idea of some of the finishing options that could be done in the apartment by any allottee at its own costs including the fittings, interiors, flooring, furniture, kitchenette, fixtures etc. and its dimensions, it is hereby clarified that the actual Apartment agreed to be constructed does not include such interiors, fittings, fixtures flooring, furniture, etc. and shall differ from the same. In case of any subsequent written understanding with the Allottees pursuant to which fittings and fixtures are agreed to be provided, they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit (if any) and the Allottee shall not put any claim for such variation. The Promoter shall ensure that only approved specifications mentioned in the Schedule-D hereunder is maintained.
- 1.3 The Total Premium is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time and/or increase in the rates of GST and/or levy of new taxes and/ or any up-gradation of the specifications at the request of the Allottee. The Sub-Lessor undertakes and

agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Sub-Lessor shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act or other applicable laws as the case may be, the same shall not be charged from the allottee.

The security deposit and charges for individual electricity meters shall be paid by the Allottee to the service provider/concerned authority (CESC or WBSEDCL, as the case maybe), and in case the service provider / concerned authority decides not to provide individual meters and instead make provision for transfer of bulk supply and provide for sub-meters to the individual Allottees, the Allottee shall be required to pay proportionate share of the security deposit and charges to the Promoter.

- 1.4 The Allottee shall make the payment as per the payment plan set out in the **SCHEDULE-C** hereunder written ("**Payment Plan**").
- 1.5 The Sub-Lessor may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 6% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Sub-Lessor.
- 1.6 It is agreed that the Sub-Lessor shall not make any additions and alterations in the sanctioned/modified plans, layout plans and specifications described herein (which shall be in conformity with the advertisement, prospectus etc., on the basis of which demise is effected) in respect of the apartment except as provided herein, without the previous written consent of the Allottee as per the provisions of the Act and/or any other applicable laws as the case may be.. Provided that the Promoter may make such minor additions or alterations as may be required or such changes or alterations as per the provisions of the Act and/or any other applicable laws as the case may be. due to some practical problems or some minor planning requirement or for some other practical consideration which does not materially affect the Apartment and/or curtail the common facilities, and such other changes which are necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer and for that the Allottee gives his consent.
- 1.7 The Sub-Lessor shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy/completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Sub-Lessor. If there is reduction in the carpet area then the Sub-Lessor shall refund the excess money paid by Allottee within forty-five days, from the date when such an excess amount was paid by the Sub-Lessee. If there is any increase in the carpet area, for the additional carpet area upto three percent of the carpet area of the apartment allotted to the Sub-Lessee, the Sub-Lessor may demand that from the Sub-Lessee as per the next milestone of the Payment Plan as provided in Schedule-C. All these monetary adjustments shall be made at the same rate per square feet as may be calculated as per para 1.2 hereinabove.
- 1.8 Subject to the terms and conditions contained herein, the Sub-Lessor doth agree and acknowledge, the Sub-Lessee shall have the right to the Apartment/Unit as mentioned below:
  - (i) The Sub-Lessee shall have rights and interest of sub-lease of the Apartment/Unit;
  - (ii) The Sub-Lessee shall also have right to use undivided proportionate leasehold share in the Common Areas. Since the leasehold share/interest of the Sub-Lessee in the Common Areas is undivided and cannot be divided or separated, the Sub-Lessee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Sub-Lessor shall hand over the Common Areas to the association of allottees after duly obtaining the completion/occupancy certificate from the competent authority as provided in the Act and/or any other applicable laws as the case may be and that the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the proportionate right of the Allottee in the land and also in the common areas will always be variable;
  - (iii) The allottees of the apartments in the Project shall use in common with other allottees, the common areas, amenities and facilities of the Project together with all easements, rights

- and appurtenances belonging thereto, and includes the cost for providing the facilities and amenities mentioned herein in the project;
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment during the working hours on the working days upon prior appointment with the Sub-Lessor and prior consent of the project engineer and complying with all safety measures while visiting the site.
- 1.9 It is made clear by the Sub-Lessor and the Sub-Lessee agrees that the Apartment along with the right to use parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the allottees/Sub-Lesseees of the Project and the Sub-Lessor.
- 1.10 The Promoter shall be entitled to obtain any finance or loan from the banks, financial institutions or from other sources against the said Project and to offer the land in the Project along with the construction thereon or any part thereof as security (including by way of a mortgage or charge) to any credit/financial institution, bank or other person/body, who has advanced or may advance credit, finance or loans to the Promoter, however without creating any further mortgage on the said Apartment. The Promoter agrees to pay all outgoings or obtain NOC (if necessary or applicable) before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottee for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan (availed by the Sub-Lessor) and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Apartment. If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee for any liability, mortgage loan and interest thereon (or obtain NOC for the same) before demise of the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.11 The Sub-Lessee has paid a sum of Rs. \_\_\_\_\_ as booking amount being part payment towards the Total Premium of the Apartment receipt of which the Sub-Lessor doth hereby acknowledges and the Sub-Lessee hereby agrees to pay the remaining amounts of the Total Premium of the Apartment as prescribed in the Payment Plan as may be demanded by the Sub-Lessor within the time and in the manner specified therein: Provided that if the Sub-Lessee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules, which at present is the prime lending rate of the State Bank of India plus two per cent p.a.
- 1.12 In addition to the Total Premium, the Sub-Lessee shall be liable to bear and pay to the Sub-Lessor certain interest free deposits in various accounts (hereinafter referred to as the **DEPOSITS** the details whereof shall appear from **PART-I of SCHEDULE-H** appearing hereinafter written) which together with all applicable taxes, duties etc. must be paid by the Sub-Lessee to the Sub-Lessor in the manner mentioned in the **PART-II of the SCHEDULE-H** appearing hereinafter. The surplus/deficit of the said Deposits shall be transferred by the Sub-Lessor to the Association upon its formation after deduction of all expenses and adjustment of outstandings from various Sub-Lesseees/allottees.
- 1.13 It is agreed and recorded and further covenanted that the Sub-Lessee shall be liable to pay to the Association towards sinking fund to meet any contingency and for any capital expenditure required to be done in future as determined by the Association.
- 1.14 The Sub-Lessee shall be liable to pay all the municipal rates, taxes and outgoings in respect of the Apartment leviable for the period from the date of issuance of the notice for fitout (irrespective of whether the Sub-Lessee takes actual physical possession of the said Apartment). Until separate assessment/ apportionment and/or mutation of the Apartment, the Sub-Lessee shall periodically pay and/or reimburse to the Sub-Lessor the proportionate amount of municipal rates, taxes, outgoings and impositions as may be found payable on account and in respect of the Apartment for the period from the date of issuance of the notice for fitout. Upon the separate assessment/ apportionment and/or mutation of the Apartment, the Sub-Lessee shall solely be responsible to pay such entire rates, taxes, outgoings and impositions as may be assessed on account and in respect of the Apartment. Besides the amount of such municipal rates, taxes, outgoings and impositions, the Sub-Lessee shall also proportionately bear and pay all other applicable rates and

impositions wholly for the Apartment and proportionately for the Project for the period from the date of issuance of the notice for fitout in favor of the Sub-Lessee.

## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Sub-Lessor abiding by any relevant applicable construction milestones, the Allottee shall make all payments, on written demand by the Sub-Lessor, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of the Sub-Lessor payable at Kolkata.

The Sub-Lessee shall have the right to obtain home loan finance and/ or financial assistance from any bank/ financial institution as approved by the Sub-Lessor from time to time for the purpose of creating mortgage in respect of the said Unit provided however the Sub-Lessee shall observe and perform and perform the covenants, obligations, restrictions, stipulations, terms and conditions including payment of all amounts stated in this Agreement and in no event shall the Sub-Lessor assume any liability and/or responsibility for any such loan or financial assistance availed by the Sub-Lessee. In the event of the Sub-Lessee obtaining such loan or financial assistance, the Sub-Lessor is hereby authorized and empowered to act in accordance with the instructions of the Bank/Financial Institution in terms of the agreement between the Sub-Lessee and the Bank/Financial Institution. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the bank/ financial institution, subject however the Promoter being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ financial institution.

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

- 3.1 The Sub-Lessee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Sub-Lessor with such permission, approvals which would enable the Sub-Lessor to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Sub-Lessor accepts no responsibility in regard to matters specified in para 3.1 above. The Sub-Lessee shall keep the Sub-Lessor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Apartment subsequent to the signing of this Agreement, it shall be the sole responsibility of the Sub-Lessee to intimate the same in writing to the Sub-Lessee immediately and comply with necessary formalities if any under the applicable laws. The Sub-Lessor shall not be responsible towards any third party making payment/remittances on behalf of any Sub-Lessee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Sub-Lessor shall be issuing the payment receipts in favour of the Sub-Lessee only.

## **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Sub-Lessee authorizes the Sub-Lessor to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Sub-Lessee against the Apartment, if any, in his/her name and the Sub-Lessee undertakes not to object/demand/direct the Sub-Lessor to adjust his payments in any manner.

## **5. TIME IS ESSENCE:**

- (i) Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the Project with the Authority i.e. 31<sup>st</sup> December 2022 ("**Completion Date**") and towards handing over the Apartment to the Allottee and the common areas to the Association of the Allottees after



receiving the occupancy/completion certificate, as the case may be. If the Promoter at any time during the Project execution finds itself in a situation which prevents it from completing the Project within the time and/or extended time, in such event the Promoter will have the right to return the money with interest @ prime lending rate of the State Bank of India plus two per cent p.a. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the completion of construction milestone by the Promoter as provided in Schedule-C (“**Payment Plan**”).

- (ii) In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs. 5000/- (Rupees Five Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonoured cheque.
- (iii) In case payment is made by any third party on behalf of Allottee, the Promoter will not be responsible towards any third party making such payment/remittances on behalf of the Allottee and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee only.

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

- 6.1 The Allottee has seen the title documents, development agreements, sanctioned plan, proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed/appended along with this Agreement] which may have been approved by the competent authority. The Sub-Lessor shall develop the Project in accordance with the layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Sub-Lessor undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation Act 1980 and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided herein or as provided under the Act and/or any other applicable laws as the case may be..
- 6.2 In case of availability of any extra FAR, the Sub-Lessee agrees that the Sub-Lessor is entitled to and would be well within their right to undertake any further and/or additional construction in accordance with the revised plan which may be sanctioned by the concerned authorities. However, subject to Applicable Law, the Sub-Lessor can use the permissible FAR without materially affecting the present layout and curtailing the facilities and amenities proposed to be provided by the Sub-Lessor to the Sub-Lessee. The Sub-Lessee shall not claim any abatement in the amounts agreed to be paid by the Sub-Lessee to the Sub-Lessor in terms of this agreement on the ground of such further and/or additional construction or proportionate reduction of undivided proportionate leasehold share of land appurtenant to the Apartment or otherwise. The Sub-Lessee agrees and confirms that the benefits and advantages of the common areas, amenities, facilities and installations shall be available for such further and/ or additional construction and the allottees/occupants thereof.
- 6.3 The Sub-Lessor has got all the necessary approvals from the concerned local authorities for commencement of construction and shall obtain the balance approvals from various Authorities from time to time so as to obtain the full or partial Completion/Occupancy Certificate of the Project.
- 6.4 The Sub-Lessor has specifically informed the Sub-Lessee that the Sub-Lessor has intended to make changes in the unit/tower exterior / elevation / façade design, car parking type, and layout and design of the Clubhouse, and the Sub-Lessee has inspected the revised layout plan draft at the Sub-Lessor's office and satisfied itself on the same, and agrees not to raise any objections in this regard.
- 6.5 The Sub-Lessor has specifically informed the Sub-Lessee that the Sub-Lessor shall be altering the façade / elevation design, altering, relocating and/or redistributing the size and location of the open

spaces as well as modifying the location, type and numbers of car parking spaces in the Project, and the Allottee has granted his/her/its/their express consent to the same.

## 7. POSSESSION OF THE APARTMENT:

- 7.1 The Sub-Lessee shall pay the due Premium Amount and all other amounts and deposits payable by the Sub-Lessee to the Sub-Lessor and fulfill all his/her/its/their covenants mentioned herein within the respective stipulated periods, and the Sub-Lessor shall issue a letter ("**Notice for Fitout**") to the Sub-Lessee giving permissive possession of the Apartment and requiring and permitting the Sub-Lessee to commence and complete the finishing work of the said Apartment within the Specified Time for Fitout. Such Notice for Fitout shall be issued on or before \_\_\_\_\_. At the time of issuance of the Notice for Fitout, all the floors of the Building would have been casted and the said Apartment would be in unfinished bare shell condition with (1) brickwork (without plaster) completed as per the sanctioned Plan, (2) windows installed, (3) electrical wiring point provided upto the entrance of the said Apartment, and (4) inlet/outlet point provided for water and drainage connection. It is clarified that it shall not be required or obligatory for the Sub-Lessor to complete the Common Areas and Amenities before issuance of the Notice for Fitout to the Sub-Lessee.
- 7.2 Before assuming permissive possession of the said Apartment for the purpose of completing the finishing works as aforesaid, the Sub-Lessee shall sign and execute such undertakings and indemnity in favour of the Sub-Lessor undertaking to complete the necessary finishing work of the said Apartment in the Specified Time for Fitout and indemnifying the Sub-Lessor against any breach, violation, contravention, infringement or default by the Sub-Lessee and/or its agents. Upon the permissive possession of the said Unit, the Sub-Lessee shall be deemed to be completely satisfied with regard to the measurement, area, quality, materials, specifications, workmanship and all other aspects of the construction of the said Unit and the Building and the Sub-Lessee shall not raise any dispute or claim thereafter in this regard.
- 7.3 In the event of failure of the Sub-Lessee to take permissive possession of the said Apartment for the aforesaid finishing work within a period of 15 days from the date of issuance of the said Notice for Fitout, the Sub-Lessee shall be deemed to have taken permissive possession of the said Apartment on the 16<sup>th</sup> day from the date of issuance of the said Notice for Fitout.
- 7.4 It is specifically clarified and agreed by the Sub-Lessee that taking permissive possession of the said Unit for completing the finishing work as aforesaid for the purpose of obtaining Completion Certificate and/or Occupancy Certificate from the KMC does not create or give any right and/or interest in favour of the Sub-Lessee in respect of the said Apartment and the legal possession of the said Unit shall vest with the Sub-Lessor even during the period of permissive possession.
- 7.5 The Sub-Lessee shall be obligated to carry out or cause to complete the following finishing works in the said Apartment within a period of 4 (four) months from the date of issuance of the Notice for Fitout ("**Specified Time for Fitout**"), at his/her/their/its own costs, expenses and investments:
- Laying and/or installation of all flooring works in the said Unit (it is expressly made clear that neat cement flooring will not do);
  - Installation of all sanitary and pipeline works in the said Unit;
  - Installations of commodes and toilet fittings and accessories including taps, washbasins etc.;
  - Completion of kitchen with platform, sink and taps;
  - Completion of internal electrical wiring and all electrical points with switches embedded;
  - Completing the plastering of the walls;
  - Installation and fixing of internal doors of the said Unit;
  - Such other works as may be essential or required for obtaining the Completion Certificate and/or Occupancy Certificate from the KMC and for making the said Unit habitable and usable.
- The above list is indicative only and the Sub-Lessor shall provide a detailed list of the minimum finish required to be completed by the Sub-Lessee at the time of issuance of the Notice for Fitout.
- 7.6 It is expressly made clear that the Sub-Lessee shall not do anything which is illegal or unauthorized or in contravention or violation of the sanctioned Plan and Applicable Laws and the Sub-Lessee shall be solely responsible and liable for any consequences from doing or committing any act, deed or thing in contravention to the statutory provisions. The Sub-Lessee shall be solely responsible for the payments to the contractors, consultants and/or third parties engaged by him/her/it/them for the purpose of the aforesaid finishing work. The Sub-Lessee shall keep the Sub-Lessor saved, harmless and indemnified from and against all costs actions losses and suits arising out of any act

of omission or commission on the part of the Sub-Lessee and/or his/her/its/their persons and agents in course of the finishing work in the said Apartment.

- 7.7 The Sub-Lessee shall not be permitted at any time hereafter, to construct/erect any other brick or masonry wall/partition in the said Apartment or to make any other structural additional/alteration of permanent nature therein, without prior written permission from the Sub-Lessor and the said local authority and therefore, the Sub-Lessee hereby agrees, undertakes, covenants and confirms that he/she/they/it shall not do or permit/offer to be done the same at any time hereafter.
- 7.8 In case the Sub-Lessee fails to start the finishing work within one month from the date of receipt of the Notice for Fitout or complete the finishing work of the said Unit within the Specified Time for Fitout, the Sub-Lessor is hereby authorized and entitled to resume and/or withdraw the permissive possession of the said Unit from the Sub-Lessee and complete the necessary and/or unfinished finishing work on behalf of the Sub-Lessee based on basic minimum specifications and at the costs and expenses of the Sub-Lessee for the purpose of applying for and obtaining the Completion Certificate/Occupancy Certificate from the Kolkata Municipal Corporation. In such case, the specifications of the finishing work of the said Unit shall be determined by the Sub-Lessor at its sole discretion and shall be accepted and/or deemed to be accepted by the Sub-Lessee without any objection or dispute and the Sub-Lessee shall pay to the Sub-Lessor the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) plus applicable taxes within 15 (fifteen) days of demand by the Sub-Lessor towards amounts for the Sub-Lessor completing such necessary finishing work. The Sub-Lessor shall also charge a supervision fee of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) plus applicable taxes which shall be paid by the Sub-Lessee on demand by the Sub-Lessor.
- 7.9 **Schedule for possession of the said Apartment:** The Sub-Lessor agrees and understands that timely delivery of possession of the Apartment to the Sub-Lessee and the Common Areas to the Association is the essence of the Agreement. The Sub-Lessor assures to hand over possession of the Apartment along with ready and complete common areas with specifications, amenities and facilities of the project in place on or by the Completion Date, and shall complete the transfer of the Common Areas, Amenities and Installations as per the provisions of the Act and/or any other applicable laws as the case may be unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature and other circumstances beyond the control of the Sub-Lessor affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Sub-Lessee agrees that the Sub-Lessor shall be entitled to the extension of time for delivery of possession of the Apartment.
- Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Sub-Lessee agrees and confirms that, in the event it becomes impossible for the Sub-Lessor to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Sub-Lessor shall refund to the Sub-Lessee the entire amount received by the Sub-Lessor from the Sub-Lessee within the period as may be mutually agreed. The Sub-Lessor shall intimate the Sub-Lessee about such termination at least thirty days prior to such termination. After refund of the money paid by the Sub-Lessee, the Sub-Lessee agrees that he/ she shall not have any rights, claims etc. against the Sub-Lessor and that the Sub-Lessor shall be released and discharged from all its obligations and liabilities under this Agreement. It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.
- 7.10 The right of the Allottee shall remain restricted to the respective Apartment and appurtenants thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or any other portions of the Project.
- 7.11 **Procedure for taking possession:** The Sub-Lessor, upon obtaining the completion/ occupancy certificate from the competent authority shall offer in writing the possession of the Apartment to the Sub-Lessee in terms of this Agreement, to be taken within two months from the date of issue of completion/occupancy certificate. The deed of sub-lease in favour of the Sub-Lessee shall be carried out by the Sub-Lessor within three months from the date of issue of completion/occupancy certificate provided the Sub-Lessee accepts such possession and pays the Total Premium, stamp duty, registration charges, incidental expenses and other applicable amounts and executes as well as admits execution of such deed of sub-lease before the concerned registering authority. The Sub-Lessor shall complete the demise of the Common Areas and Amenities as per the provisions of the Act and/or any other applicable laws as the case may be. The Sub-Lessee, after taking possession (actual or deemed as the case may be), agree(s) to pay the maintenance charges as determined

by the Sub-Lessor/ Association, as the case may be after the issuance of the completion/occupancy certificate for the project. The Sub-Lessor shall upon request hand over the copy of the completion/occupancy certificate to the Sub-Lessee at the time of demise of the same.

At the time of execution/registration of the deed of sub-lease for any part of portion of the Project to the Association, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable by the Association on such deed or any document or instrument of transfer.

- 7.12 **Failure of Allottee to take possession of the Apartment:** Upon receiving a written intimation from the Sub-Lessor as per para hereinabove, the Sub-Lessee shall take possession of the Apartment from the Sub-Lessor by executing necessary indemnities, undertakings and such other documentation as may be necessary or as prescribed in this Agreement, and the Sub-Lessor shall give possession of the Apartment to the Sub-Lessee. In case the Sub-Lessee fails to take possession within the time provided hereinabove, such Sub-Lessee shall continue to be liable to pay maintenance charges as specified in para hereinabove and guarding charges of Rs. \_\_\_ (Rupees \_\_\_\_\_) per month to the Sub-Lessor till the date of actual physical possession.

It is understood by the Allottee that even if the Allottee fails to take possession of the Apartment within the date such possession is offered by the Promoter, the Allottee shall be deemed to have taken possession on the last day of the time for taking possession stipulated in such notice which date, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Apartment, will be deemed to be the possession date ("Possession Date"). On and from the Possession Date, the Apartment shall be at the sole risk and cost of the Allottee and the Promoter shall have no liability or concern thereof

- 7.13 After taking fitout / possession / deemed possession (whichever is earlier), the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the project land and buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, maintenance expenses, and all other expenses necessary and incidental to the management and maintenance of the project land and building. The amounts so paid and/or Deposits made on this account to the Promoter shall not carry any interest and such Deposit shall remain with the Promoter and the same shall be handed over to the Association on completion of the Complex.
- 7.14 **Possession:** After obtaining the full or partial Completion/ Occupancy Certificate and handing over physical possession of the Apartment to the Allottee, the Promoter shall handover the necessary documents and plans, including common areas to the association of the Allottees on its formation or the competent authority, as the case may be, as per the local laws.
- 7.15 **Cancellation by Allottee:** The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act or other applicable laws as the case may be. Provided that where the Allottee proposes to cancel/ withdraw from the project without any default of the Sub-Lessor as specified in clause 9 hereinbelow, the Sub-Lessee shall serve a 90 (ninety) days notice in writing on the Sub-Lessor expressing its intention to cancel/with draw his allotment in the Project and on the expiry of the said notice period, the allotment shall stand cancelled and the Sub-Lessor herein shall be entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee (excluding GST, stamp duty or other applicable taxes) shall be returned by the Sub-Lessor to the Sub-Lessee within 45 days of such cancellation subject to realization from another intending allottee for the Apartment and subject to execution of necessary cancellation related documents by the Sub-Lessee.

**Compensation:** The Sub-Lessor shall compensate the Allottee in case of any loss caused to him due to defective leasehold title of the land, on which the project is being developed or has been developed, and which defect was known to the Sub-Lessor and the Sub-Lessor had willfully not disclosed the same, in the manner as provided under the Act or other applicable laws as the case may be and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force but such liability shall cease with the handing over possession of the Common Areas to the Association of Allottees or handing over of possession of the Apartment to the Sub-Lessee, whichever is earlier. Except for occurrence of a Force Majeure event, if the Sub-Lessor fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the Completion Date; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or other applicable laws as the case may be; or for any other reason; the Sub-Lessor shall be liable, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by the Sub-Lessor (excluding GST, stamp duty or other applicable taxes) in respect of the Apartment, with

interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act or other applicable law as the case may be within forty-five days of it becoming due; Provided that where if the Sub-Lessee does not intend to withdraw from the Project, the Sub-Lessor shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, which shall be paid by the Sub-Lessor to the Sub-Lessee within forty-five days of it becoming due or adjusted against the payments to be made in the remaining installments payable by the Allottee.

- 7.16 If the Project is discontinued or has to be abandoned due to any operation of law or any order of the Court or any statutory Authority any time then the Allottee(s) affected by such discontinuation or abandonment will have no right of compensation against the Sub-Lessor. The Sub-Lessor will however refund the money received from the Sub-Lessee (excluding GST, stamp duty or other applicable taxes).
- 7.17 If due to any act, default or omission on the part of the Sub-Lessee, the Sub-Lessor is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project or Complex then and in that event without prejudice to the Sub-Lessor's such other rights, the Sub-Lessee shall be liable to compensate and also indemnify the Sub-Lessor for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Sub-Lessor.
- 7.18 If the schedule of stage-wise construction as contemplated herein is delayed, the Allottee shall make payment of the installment due thereon only upon completion of such construction. The Allottee undertakes that in the event the Promoter completes a stage of construction earlier than scheduled in that case, the Allottee shall forthwith make payment without hesitation. The Allottee appreciates that time for payment of installments shall always be essence of the agreement and upon the failure of the Allottee to pay the installments on time as per the prescribed Payment Plan, the Promoter will become entitled to terminate the allotment/ agreement. Similarly, if the Promoter does not deliver on time, the Promoter will be liable to be penalized as described herein.
- 7.19 The Sub-Lessor shall not be responsible or liable for the representations made by the marketing agent(s) to the Sub-Lessee or other allottees, without the consent or knowledge of the Sub-Lessor.

## **8. REPRESENTATIONS AND WARRANTIES OF THE SUB-LESSOR:**

The Sub-Lessor doth hereby represent and warrant to the Sub-Lessee as follows:

- (i) The Sub-Lessor has clear and marketable leasehold title with respect to the said Land as disclosed in the Title Report; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Sub-Lessor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Apartment and the undivided proportionate leasehold share of land attributable thereto save and except mortgage with Xander Finance Private Limited;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment to the knowledge of the Sub-Lessor save and except the W. P. No. 493 of 2017 (Auquil Ahmed Khan & Ors. vs. State of West Bengal & Ors). However, pendency of the aforesaid writ petition should not materially affect the leasehold rights of the Sub-Lessor over the said Land and does not create any embargo to develop the said Land and demise the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Sub-Lessor have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) Sub-Lessor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vii) The Sub-Lessor has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (viii) The Sub-Lessor has not entered into any agreement for sub-lease and/or demise and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Apartment which will, in any manner, affect the rights of the Sub-Lessee under this Agreement;
- (viii) The Sub-Lessor confirms that the Sub-Lessor is not restricted in any manner whatsoever from demising the said Apartment to the Allottee in the manner contemplated in this Agreement;

- (ix) At the time of execution of the deed of sub-lease, the Sub-Lessor shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Sub-Lessee. The common areas shall be handed over to the Association;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is held by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Sub-Lessor have be liable to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion/occupancy certificate has been issued and/or possession of the apartment (permissive, actual or deemed as the case may be) has been handed over to the allottee;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Sub-Lessor in respect of the said Land and/or the Project.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

9.1 Subject to the Force Majeure clause, the Sub-Lessor shall be considered under a condition of Default, in the following events:

- (i) In spite of due observance of the terms and obligations of the Allottee under this agreement, the Sub-Lessor fails to provide possession (permissive, actual or deemed) of the Apartment to the Allottee within the Completion Date or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority.
- (ii) Discontinuance of the Sub-Lessor's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under or other applicable laws as the case may be.

9.2 In case of Default by Sub-Lessor under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Sub-Lessor as demanded by the Sub-Lessor. If the Allottee stops making payments, the Sub-Lessor shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Sub-Lessee shall have the option of terminating the Agreement in which case the Sub-Lessor shall be liable to refund the entire money paid by the Allottee (excluding GST, stamp duty or other applicable taxes) under any head whatsoever towards the demise of the apartment, along with interest at the rate prescribed in the Rules. In the event of happening of the events of default, prior to termination of this Agreement, the Sub-Lessee shall be required to issue a 90 (ninety) days notice in writing on the Sub-Lessor requiring it to cure default. If the default is not cured in before the expiry of the notice, the Sub-Lessee may issue a termination notice upon the Sub-Lessor in which event, the entire money paid by the Sub-Lessee (excluding GST, stamp duty or other applicable taxes) to the Sub-Lessor shall be refunded within forty-five days subject to execution of necessary cancellation related documents by the Sub-Lessee;

Provided that where if the Sub-Lessee does not intend to withdraw from the Project, the Sub-Lessor shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, which shall be paid by the Sub-Lessor to the Sub-Lessee within forty-five days of it becoming due or adjusted against the payments to be made in the remaining installments.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for the demands made by the Sub-Lessor as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Sub-Lessor on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case the Sub-Lessee commits any default in performing and observing his/her/their/its covenants and obligations herein and the terms and conditions of this agreement.

- (iii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) months after notice from the Sub-Lessor in this regard, the Sub-Lessor may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the allottee after deducting the booking amount and the interest, taxes, liabilities, GST, and this Agreement shall thereupon stand terminated;

Provided that the Sub-Lessor shall intimate the Sub-Lessee about such termination at least thirty days prior to such termination.

#### **10. DEMISE OF THE SAID APARTMENT:**

The Sub-Lessor, on receipt of Total Price of the Apartment from the Sub-Lessee, shall execute a deed of sub-lease and grant sub-lease of the Apartment within three months from the date of issuance of the completion / occupancy certificate to the Sub-Lessee:

However, in case the Sub-Lessee fails to deposit the stamp duty, registration charges, incidental expenses and other applicable amounts within the period mentioned in the notice, the Sub-Lessee authorizes the Sub-Lessor to withhold registration of the deed of sub-lease in his/her favour till payment of stamp duty and registration charges to the Sub-Lessor is made by the Sub-Lessee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1989 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies).

#### **11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:**

- 11.1 The Sub-Lessor shall be responsible to provide and maintain essential services in the Project for three months from completion / occupancy certificate or till the taking over of the maintenance of the project by the association of allottees, whichever is earlier. The cost of such maintenance will be paid/ borne by the Allottee to the Promoter from the date of obtaining completion/occupancy certificate till handover of maintenance of the project to the association, and thereafter to the association of allottees.
- 11.2 The Sub-Lessee acknowledges that until formation of the Association, the Sub-Lessor shall, at its sole discretion, be entitled to maintain or cause to maintain the Building, the Common Areas and Amenities and the said Premises by appointment of Manager or otherwise, or through a separate maintenance agreement with a third party/agency(ies). The Sub-Lessee further acknowledges that the Building and Common Areas and Amenities may be handed over to such Manager for maintenance progressively upon completion and the Sub-Lessee herein doth hereby agree to bear the Common Expenses proportionately as described in Schedule-F. The Sub-Lessee agrees to proportionately contribute the costs and expenses for such maintenance and to be bound by the rules and regulations that may be framed by the third party/agency(ies) and/or the Sub-Lessor.
- 11.3 As and when any plant and machinery, including but not limited to, DG sets, electric sub-stations, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the apartment acquirers in the project on pro-rata basis as specified by the association. The Promoter and upon handover the Association, shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the allottee agrees to abide by the same.
- 11.4 The Sub-Lessee shall be liable to pay all rates, taxes and outgoings in respect of the said Unit leviable for the period from the date of issuance of the Notice for Fitout for the said Unit in favour of the Sub-Lessee, irrespective of whether the Sub-Lessee takes actual physical possession of the said Unit. Until the determination of the person liable to pay tax by the KMC or until the separate assessment/apportionment and/or mutation of the said Unit, the Sub-Lessee shall periodically pay and/or reimburse to the Sub-Lessor the proportionate amount of municipal rates, taxes, outgoings or impositions as may be found payable on account and in respect of the said Unit from the date of issuance of the Notice for Fitout for the said Unit in favour of the Sub-Lessee. Upon the determination of the person liable to pay tax by the KMC or upon the separate assessment/apportionment and/or mutation of the said Unit, the Sub-Lessee shall solely be responsible to pay such entire municipal rates, taxes, outgoings or impositions as may be assessed on account and in respect of the said Unit. In addition to the amount of such municipal rates, taxes, outgoings and impositions, the Sub-Lessee shall also proportionately bear and pay all other applicable rates and impositions wholly for the said Unit and proportionately for the Project from the date of issuance of the Notice for Fitout for the said Unit in favour of the Sub-Lessee.

11.5 Upon taking over possession / deemed possession, all municipal taxes and other outgoings including maintenance charges payable in respect of the Apartment shall be continue to be paid borne and discharged by the Allottee, and the Allottee shall be liable to:

- (i) regularly and punctually make payment of the proportionate share of maintenance charges including applicable taxes, and without any abatement and/or deduction on any account whatsoever or howsoever;
- (ii) regularly and punctually make payment of the proportionate share of rates and taxes and other outgoings;
- (iii) the Allottee shall not withhold payment of the maintenance charges and rates and taxes on any account whatsoever.
- (iv) in the event of any default, the Allottee shall be liable for payment of interest at prime lending rate of State Bank Of India plus two per cent p.a. on amounts outstanding and if such default shall continue for a period of two months the Promoter or the Association as the case may be, without prejudice to their rights and contentions shall be entitled to and the Allottee shall be deemed to have consented to the following:
  - a. To the discontinuance of supply of electricity to the said Apartment/Unit
  - b. To the discontinuance of water supply;
  - c. Not to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help, staff and visitors;
  - d. To discontinuance of the facility of DG Power back-up;
  - e. To discontinuance of the usage of all amenities and facilities provided in the Complex to the said Allottee and/his/her/their family members and guests, staff and visitors.
  - f. The Promoter or the Association shall become entitled to all rents accruing from such Apartment if the Apartment has been let out and/or is under tenancy and/or lease.
  - g. The Allottee shall not sell, transfer, alienate, assign, and/or encumber nor create any interest of third party nor part with possession of the Apartment or any part or portion thereof till such time all accounts payable are fully paid and/or liquidated with interest as agreed upon and such negative covenant will be enforceable in law, and in the event of sale and transfer of the Apartment, the Promoter and/or the Association as the case may be, will have first charge and/or lien over the sale proceeds for the purpose of realization and/or recovery of arrears together with interest accrued and due thereon.

The above said discontinuances of the services and facilities shall not be restored till such time the Allottee have made payment of all the dues together with interest accrued at the aforesaid rate, including all costs, charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Allottee, and the Allottee assuring not to make such defaults in future.

11.6 **Clubhouse Scheme:** The detailed terms and conditions of membership and rules and regulations governing use, enjoyment, maintenance and operation of the Clubhouse shall be formulated by the Sub-Lessor and circulated to the Allottee (Clubhouse Scheme) prior to handing over of the Common Areas to the Association, and the allottees/Sub-Lessees shall abide by such terms and conditions.

## 12. DEFECT LIABILITY:

- 12.1 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 Sub-Lessor as per the agreement for sub-lease relating to such development is brought to the notice of the Sub-Lessor within a period of 5 (five) years by the Allottee from the date of issuance of the completion/occupancy certificate, it shall be the duty of the Sub-Lessor to rectify such defects without further charge, within 30 (thirty) days, and in the event of failure of the Sub-Lessor 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 and/or any other applicable laws as the case may be. 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 attributable to the Promoter.
- 12.2 Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Sub-Lessee, without first notifying the Sub-Lessor and without giving the Sub-Lessor 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 Sub-Lessor shall be relieved of its obligations contained herein.



The Promoter may obtain such insurances, as it may decide in its discretion and the cost of such insurance from handover of the possession/project or transfer of the insurance to the Association (whichever is earlier) shall form part of the common expenses and proportionate share whereof shall be borne by the Allottees. After expiry of the insurance, the Association of Allottees shall be responsible for renewing the same.-

- 12.3 It is clarified that the above responsibility of the Sub-Lessor shall not cover defects, damages or malfunction due to (i) misuse, (ii) unauthorized modifications or repairs done by the allottees or the Association, (iii) cases of force majeure, (iv) failure to maintain the amenities and installations, (v) accident and (vi) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. It is agreed and recorded that the allottees shall also pay maintenance charges for maintenance of the project and its facilities and amenities during the period of first five years and thereafter. In case non-payment of maintenance charges by the allottee and there being discontinuation of proper maintenance in that event the promoter should not be held as liable as default on its part under this clause.

Provided that where the manufacturer warranty as shown by the Sub-Lessor to the allottees ends before the defect liability period and such warranties are covered under the maintenance of the said Apartment/Building and if the annual maintenance contracts are not done/ renewed by the allottees, the Sub-Lessor shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers/suppliers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty for both the Apartments and the Common Areas and Amenities wherever applicable. The Sub-Lessee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Apartment/Building excludes minor hairline cracks on the external and internal walls which happens due to variation in temperature of more than 20 degrees Celsius and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by the Allottee or on behalf of Sub-Lessee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built by the Sub-Lessor for the Apartment/ Building and in the workmanship executed keeping in view the aforesaid agreed terms of this Agreement.

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

- 13.1 The Allottee hereby agrees to acquire sub-lease of the Apartment on the specific understanding that his/ her right to the use of Common Areas shall be subject to timely payment of maintenance charges, as determined and thereafter billed by the maintenance agency appointed by the Promoter or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/ her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

- 13.2 Certain areas shall be earmarked as excluded and reserved areas and shall not be open for common use such as (i) the roof of the overhead water tanks and lift machine rooms, the parapet walls, (ii) open terraces on any floors of the Building (iii) the open/ covered/ mechanical parking spaces of the Project (save and except the parking space, terraces specifically allotted to the Allottee), (iv) the elevation and the exterior of the Building, (v) storage areas, (vi) areas attached to an Apartment, (ix) basement not meant for common use, (vii) any community or commercial facility which is not meant for common use, (viii) such other open and covered spaces which is hereinafter expressed or intended not to be a common portion and the rights thereto (Reserved Rights). The excluded and reserved areas shall never be claimed by the Allottee to be a part of the Common Portions and the Promoter shall be entitled to the rights and interest in respect thereof.

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

The Sub-Lessor/maintenance agency/Association shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**15. USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting electrical rooms, meter rooms, pumps and equipment's etc. and other permitted uses as per sanctioned/modified plans.

The Sub-Lessee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association.

**16. COMPLIANCE WITH RESPECT TO THE APARTMENT AND THE PROJECT:**

- 16.1 Subject to the terms contained herein, the Sub-Lessee shall, after taking possession, be solely responsible to maintain the 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 Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the 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 Building is not in any way damaged or jeopardized.
- 16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Sub-Lessor and thereafter the Association and/or maintenance agency appointed by the Association. The Sub-Lessee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16.4 The Allottee shall carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 16.5 The Allottee shall not demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, or other structural members in the Apartment without the prior written permission of the Promoter and/or the Association, and sanction of the same from the concerned statutory authority.
- 16.6 The Allottee and all persons under him shall observe all the Rules, Regulations and Restrictions that be framed by the Promoter and/or the Association from time to time and which shall be deemed to be covenants running with the land and/or the Units. The allottee shall indemnify and keep the Promoter indemnified towards against any actions, proceedings, costs, claims and demands in respect of any breach, non-observance or non performance of such obligations given specifically herein to the allottee.
- 16.7 The internal security of the Apartment shall always be the sole responsibility of the respective Allottees, and the Allottee shall strictly observe the fire safety rules and maintenance rules as may be applicable to the Apartment.

- 16.8 It is expressly declared and confirmed that the Sub-Lessor shall be perpetually entitled to use the elevation, common areas and roof of the Building as also the open spaces, boundary walls etc. as signage space and also to advertise exhibit and display neon sign board, signage, names, brands and logos for which the Sub-Lessee shall not raise any dispute objection or obstruction and this shall be treated as the express consent of the Sub-Lessee in favour of the Sub-Lessor for the purpose as aforesaid. It is expressly agreed between the parties hereto that the Sub-Lessor shall have the rights to permanently display such brands and logos as it may deem fit at various locations in the Building and/or the said Premises.
- 16.9 The Sub-Lessee doth hereby acknowledge that the Sub-Lessor shall at all times be entitled to put or allow anyone to put the name of the Project and/ or name, design and/ or logo of the Sub-Lessor and/ or its associate group/brands at the roof, façade, boundary and/ or other places in the Project by way of neon sign, hoardings, signage, sign boards etc. and the Sub-Lessee and/ or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.
- 16.10 The Sub-Lessee doth hereby acknowledge that the Sub-Lessor shall be entitled to negotiate with and enter upon the contracts (on such terms and conditions as the Sub-Lessor at its discretion think and proper) with the owners, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primary for use of the allottees/Sub-Lesseees (but with the possibility of outsiders being also provided services therefrom by such owners, suppliers and providers of facilities against applicable charges and terms and conditions therefor. The Sub-Lessor shall be entitled to put up or permit the putting up of antennas, towers, disc antennas, telecommunication and/ or electronic equipments and devices and other related installations in respect of such facilities and/ or services on the roof of the Building or any part of the Project. Provisions may be made only for one service providers as selected by the Promoter for providing the services of cable, broadband, telephone etc. The Allottee (as also other unit allottees) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Building or any window antenna, excepting that the Allottee shall be entitled to avail the cable connection facilities of the designated service providers to all the apartments.
- 16.11 The Allottee shall be liable to indemnify the Sub-Lessor and also the Association against all damages, costs, claims, demands, proceedings occasioned to the Building or any part thereof due to negligence or any act deed or thing made done or occasioned by the Sub-Lessee and shall also keep the Sub-Lessor indemnified against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the Sub-Lessor as a result of any act omission or negligence of the Sub-Lessee or the servants, agents, licensees or invitees of the Allottee and/ or any breach or non-observance or non-fulfillment of the terms and conditions hereof to be observed fulfilled and performed by the Sub-Lessee.
- 16.12 The Sub-Lessee doth hereby acknowledge that the Sub-Lessor shall have unfettered rights to grant the rights or facilities of parking (open or covered or mechanical, dependent or independent) at the identified/ earmarked spaces meant for parking purpose.
- 16.13 In the event of the Sub-Lessee obtaining any financial assistance and/ or housing loan from any bank/financial institution, the Sub-Lessor shall act in accordance with the instructions of such bank/financial institution in terms of the agreement between the Sub-Lessee and the bank/financial institution, subject however the Sub-Lessor being assured of all amounts being receivable for sale and transfer of the Apartment in the agreed timeline and in no event, the Sub-Lessor shall assume any liability or responsibility for any loan and/ or financial assistance which may be obtained by the Sub-Lessee from such bank/ financial institution.
- 16.14 In the event of any change in the specifications and/or relocation of any common areas and amenities are necessitated on account of any direction of statutory authorities/ utility providers or any Force Majeure events or to improve or protect the quality of construction, subject to Applicable Laws, the Sub-Lessor, shall be entitled to effect such changes in the specifications and relocate the common areas and amenities as recommended by the Architect.
- 16.15 If due to any act, default or omission on the part of the Sub-Lessee, the Sub-Lessor is restrained from construction of the project and/ or transferring and disposing of other apartments then and in that event, the Sub-Lessee without prejudice to the Sub-Lessor's other rights, shall be liable to compensate and indemnify the Sub-Lessor for the losses, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Sub-Lessor.

16.16 The Sub-Lessor may not entertain any request for modification or change in the internal layouts or the specifications of the Apartment. In case the Sub-Lessee desires with the prior permission of the Sub-Lessor, to install some different fittings/floorings on his own, he/she/it will not be entitled to any reimbursement or deduction of the value of the materials. The Sub-Lessor may at its own discretion and subject to receipt of total price of the Apartment and appurtenances, allow access to the Sub-Lessee prior to issuance of the Notice for Fitout for carrying out any interior or furnishing works at the sole costs, responsibilities and risks of the Sub-Lessee and subject to adherence of necessary safety measures.

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

The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

**18. ADDITIONAL CONSTRUCTIONS:**

The Sub-Lessor undertakes that they have no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, save and except as disclosed herein and for raising additional floors for the purpose to avail the permissible FAR, and as permitted under the Act or Rules and/or any other applicable laws as the case may be.

**19. SUB-LESSOR SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the execution and registration of this Agreement, the Sub-Lessor shall not further mortgage or create any further charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Sub-Lessee who has taken or agreed to take such Apartment.

**20. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE ACT):**

The Sub-Lessor has informed the Allottees that the project in its entirety as sanctioned is in accordance with the provisions of the West Bengal Apartment Ownership Act and as per the said Act and/or any other applicable laws as the case may be.

**21. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Sub-Lessor does not create a binding obligation on the part of the Sub-Lessor or the Sub-Lessee until, firstly, the Sub-Lessee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Sub-Lessee and secondly, appears for registration of the same before the concerned registering authority at the office of the Registrar of Assurances at Kolkata or District Sub Registrar at Alipore or office/designated place of the Sub-Lessor in case of commissioning, as decided by the Sub-Lessor, as and when intimated by the Sub-Lessor. If the Allottee(s) fails to execute and deliver to the Sub-Lessor this Agreement within 30 (thirty) days from the date of its receipt by the Sub-Lessee and/or appear before the concerned registering authority as and when intimated by the Sub-Lessor, then the Sub-Lessor shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Sub-Lessee, application of the Sub-Lessee shall be treated as cancelled and all sums deposited by the Sub-Lessee in connection therewith including the booking amount shall be returned to the Sub-Lessee without any interest or compensation whatsoever. However, processing fees as agreed at the time of Application / EOI shall be deducted. If the Agreement is cancelled after signing by the Allottee, the deduction will be as per the terms contained herein.

**21. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment.

**22. RIGHT TO AMEND:**

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

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

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

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

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

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

**25. SEVERABILITY:**

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

**27. FURTHER ASSURANCES:**

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

**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Sub-Lessor through them or their authorized signatory at the Sub-Lessor's Office in Kolkata. After the Agreement is duly executed by the Sub-Lessee and the Sub-Lessor or simultaneously with the execution, the said Agreement shall be registered at the office of the concerned registering authority at the office of the Registrar of Assurances at Kolkata or District Sub Registrar at Alipore or at the office/designated place of the Sub-Lessor in case of commissioning, as decided by the Sub-Lessor. Hence this Agreement shall be deemed to have been executed at Kolkata.

**29. NOTICES:**

29.1 That all notices to be served on the Sub-Lessee and the Sub-Lessor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Sub-Lessee or the Sub-Lessor by Registered Post at their respective addresses specified below:

\_\_\_\_\_ Name of Sub-Lessee  
\_\_\_\_\_ (Sub-Lessee's Address)

M/s\_\_\_\_\_ Sub-Lessor's name

\_\_\_\_\_ (Sub-Lessor's Address)

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

29.2 **Mode of Notice:** Notices under this Agreement shall be served by messenger or registered post/speed post with due acknowledgement at the addresses of the parties mentioned herein, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery if sent by messenger and (2) on the 4<sup>th</sup> day of handing over the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by any of the parties.

29.3 **Notice for breach of terms:** In the event of breach of the agreements, covenants and terms and conditions of this agreement by any of the parties herein, the other party, shall issue a notice to the party committing such breach and require that to cure and remedy such breach within a period of fifteen (15) days from the receipt of such notice.

**30. JOINT ALLOTTEES:**

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

**31. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, prior to the execution and registration of this Agreement for Sub-Lease for such apartment, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sub-Lease or under the Act or the rules or the regulations made thereunder and/or any other applicable laws as the case may be..

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under Arbitration and Conciliation Act, 1996. The Arbitrator shall decide the procedure and type of award (speaking or non-speaking). The venue shall be Kolkata and the language shall be English.

**34. JURISDICTION:**

The Courts at Kolkata alone shall have the jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties herein.

**35. MISCELLANEOUS:**

35.1 The Sub-Lessor shall be entitled to nominate twelve persons or nominees (who are not allottees in the Project) who shall be entitled to use, enjoy and utilize the Clubhouse in the Project for their activity, leisure, entertainment and refreshment, as well as the demarcated social/event areas for hosting parties, events, celebrations and get-togethers and the Sub-Lessee agrees not to raise any dispute or objection in this regard.

35.2 The Sub-Lessee has committed himself/ herself/ itself/ themselves and/or has assumed the complete responsibility and obligation to get this Agreement registered and make payment of proper stamp duty and in no event the Sub-Lessor shall be liable and/or responsible for the same.

- The Sub-Lessee hereby agrees to indemnify and keep the Sub-Lessor indemnified from and against all costs charges penalties interest claims actions suits and proceedings in case of any failure on the part of the Sub-Lessee in getting this Agreement properly stamped and registered.
- 35.3 The name of the Building and/or Project shall be TRUMP® TOWER KOLKATA or as may be determined/ decided by the Sub-Lessor from time to time and the Sub-Lessee shall not raise any disputes or objections in the nomenclature of the Building. Such covenant shall at all times be binding upon the successors in title of the Sub-Lessor and and/or the Sub-Lessee/s including the Association.
- 35.4 It is agreed between the parties that to ensure uniformity and minimal interference with structures, ducting, internal cabling etc. in the project, the Sub-Lessor shall be entitled to regulate the entry/ appointment of telecom/broadband/DTH agency in the project.
- 35.5 It is agreed that the Sub-Lessor shall exercise the option of renewal of the lease of the said Premises for a further period of 99 (ninety nine) years under the said Deed of Lease and the Sub-Lessee shall have the option for renewal of the sub-lease of the said Unit for a like term of 99 (ninety nine) years (which option shall be exercised by the Sub-Lessee by providing 12 months notice in writing prior to expiration of the initial lease period specified in the said Deed of Lease) without the requirement of payment of any further premium to the Sub-Lessor, and on the terms and conditions contained in this Agreement, but subject to the Sub-Lessee making payment of the costs, expenses, fees, duties, statutory levies etc. for such renewals.
- 35.6 The Sub-Lessee shall have the right to further extension of the lease period for the said Unit and/or change in nature of ownership of the said Unit from leasehold to freehold, in case the same may be granted by the KMC, subject to payment of all amounts, duties, fees, taxes, etc. and such other terms and conditions as may be prescribed by the KMC and/or the statutory authorities.
- 35.7 Any delay tolerated and/or indulgence shown by the either party in enforcing the terms and conditions herein mentioned or any tolerance shown shall not be treated or construed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of any of the parties hereto.
- 35.8 No modifications, amendments or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.
- 35.9 This agreement shall be binding on the parties hereto and their respective successors and permitted assigns.
- 35.10 This agreement supersedes all other previous agreements, understandings, discussions etc.
- 35.11 This agreement has been prepared and executed in two (2) sets in original and one set of which shall be kept and lying in the custody of the Sub-Lessee and other set shall be kept and lying in the custody of the Sub-Lessor.

**THE SCHEDULE-A ABOVE REFERRED TO:**  
**(PREMISES)**

**ALL THAT** the piece and parcel of land containing an area of 8105.85 sq. Meters (equivalent to 121 Cottah 2 Ch 41 Sq. ft) a little more or less in Dag Nos. 57(P), 58(P), 74(P), 143(P), 144(p), 156(P), 159(P), 161(P), Mouza: Purba Topsia, JL No. 7, P.S. Tiljala, District: South 24 Parganas, numbered as the Municipal Premises No. 991, E.M. Bypass, Kolkata – 700046 under Ward No. 58, within the limits of Kolkata Municipal Corporation and butted and bounded by as follows:

On the North: By Science City;  
On the South: KMC Land (1001/A, E. M. By Pass);  
On the East: By E. M. By Pass;  
On the West: By Other's land.

**THE SCHEDULE-B ABOVE REFERRED TO:**  
**(UNIT /APARTMENT)**

**ALL THAT** piece and parcel of the residential flat being Unit/Apartment No. \_\_\_\_ containing:

- Carpet Area:
- Balcony & Utility Area:
- Terrace Area:
- Built-up Area:

be the same a little more or less on the \_\_\_\_\_ floor of the Building in the project "TRUMP® TOWER KOLKATA" and situated at Premises No. 991, EM Bypass, Kolkata – 700046, delineated with **RED** in the plan/map annexed hereto, **TOGETHER WITH**

- a) **Leasehold share in the said Land:** Undivided impartible proportionate and variable leasehold share in the land at the said Premises;

- b) **Leasehold share in the Common Areas and Amenities:** Undivided impartible proportionate and variable leasehold share in the Common Areas and Amenities in the said Project at the said Premises;
- c) **Right of car parking:** Right of car parking over \_\_\_\_\_ open car parking spaces cars at the ground level and/or \_\_\_\_\_ covered car parking spaces at the \_\_\_\_\_ level and/or \_\_\_\_\_ nos. mechanical car parking space in the said Project, the location whereof shall be identified by the Sub-Lessor at the time of delivery of final possession of the said Unit;
- d) **Right to lawfully use and enjoy the Common Areas and Amenities:** Right to lawfully use and enjoy the Common Areas and Amenities provided and installed in the Project alongwith other sub-lessees/ transferees/ occupants thereof.

The said Apartment is shown in the plan attached hereto being Annexure "A" in "Red" borders.

**THE SCHEDULE-C ABOVE REFERRED TO:**  
**(PAYMENT PLAN)**

<b>Payment Schedule</b>	<b>Premium Amount (%)</b>
On or before execution of this Agreement	9%
Within 30 days of this Agreement	21%
Within 60 days of this Agreement	15%
On Completion of Sixteenth Floor Casting	5%
On Completion of Twentieth Floor Casting	5%
On Completion of Twenty Fourth Floor Casting	5%
On Completion of Twenty Eighth Floor Casting	5%
On Completion of Thirtieth Floor Casting	5%
On Completion of Top Floor Casting	5%
On Brickwork of the Unit	5%
On Elevator Installation	5%
On Façade	5%
On Issuance of the Notice for Fitout	5%
On Issuance of the Notice for Possession	5%

**THE SCHEDULE-D ABOVE REFERRED TO:**  
**(SPECIFICATIONS)**

<b>STRUCTURE</b>	R.C.C. Foundation resting on cast-in-situ reinforced concrete bored piles. R.C.C. structure designed for the highest seismic consideration against zone III as stipulated by code.
<b>WALLS</b>	External: Glass/Paint/Cladding as per Architect's Design
<b>ELEVATORS</b>	Two automatic and one service elevators of Schindler/ Kone/ Otis / Hyundai / ThyssenKrupp / Mitsubishi / Johnson or equivalent make
<b>COMMON AREA</b>	Main Entrance Lobby: designed with marble/tiles/granite Floor Lobby: Vitrified Tiles Stairwell: Kota Stone/Black Stone/Tiles 24 hours power back up
<b>SAFETY AND SECURITY</b>	CCTV monitoring for all common areas Modern fire fighting systems, refuge platforms and smoke detectors in common Areas as per Regulations Intercom / EPBX System connected with Reception, Security and other apartments.
<b>UNIT</b>	Raw Unfinished Unit in Bare Shell Condition

**THE SCHEDULE-E ABOVE REFERRED TO:**  
**(COMMON AREAS AND AMENITIES)**

**PART-I**  
**(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, generator room;
- c) Main reception lobby;
- d) Roof of the Building;
- e) Lift machine room, lift chute and lift well;
- f) Common toilets;
- g) Air Conditioned Community/Banquet Hall;
- h) Swimming Pool;
- i) Sky Deck adjacent to the Swimming Pool;
- j) Party Lounge and any other social/event areas;
- k) Kid's Play Area;
- l) Mini Movie Theater;
- m) Gymnasium;
- n) Steam Area;
- o) Massage Room;
- p) Games Room with Table Tennis, Pool, Darts etc.;
- q) Cards Room;
- r) Fire Refuge Terraces,
- s) Common portions of basements,
- t) Any other area and/or facility determined and demarcated as Common Area by the Sub- Lessor at its sole discretion.

**PART – II**  
**(COMMON AMENITIES)**

- a) Beams, foundations, supports, columns, main walls, boundary walls of the Building;
- b) Installation of common services such as water, sewerage pipes, pumps, ducts, etc. at the Building;
- c) Electrical installations including wiring and accessories for receiving electricity from Electricity Supply Agency or Generator(s)/ Standby Power Source and electrical wiring and accessories for lighting of common areas;
- d) Fire Fighting equipments and accessories;
- e) Security Systems;
- f) Water filtration plant;
- g) Lift machine room, lift shaft;
- h) Generator;
- i) Transformer;
- j) Overhead water tanks;
- k) Sewage Treatment Plant;
- l) Rainwater harvesting system;
- m) CCTV Surveillance System;
- n) Intercom System;
- o) Fire Fighting and Alarm System as per Government norms;
- p) General Common Amenities like common drainage system, common sewerage system, water inlet point, common electrical transformer, power sub-station;
- q) Any other installation and/or facility determined and demarcated as Common Amenities by the Sub-Lessor at its sole discretion.

**THE SCHEDULE-F ABOVE REFERRED TO:**  
**(COMMON EXPENSES)**

- a. The expenses of maintaining, repairing, re-decorating, renewing the main structure and in particular the drainage, rainwater discharge arrangement, water supply system, supply of electricity to all common areas and amenities;
- b. The expenses of repairing, maintaining, white-washing and colour washing of the main structure, exterior and common areas of the Building ;
- c. The cost of cleaning and lighting the entrance of the Building and the passages and other spaces around the lobby, corridors, stair-case lift and other common areas of the Project;
- d. The cost of insuring any risk with regard to the Building and the utilities and apparatus installed thereat;
- e. Cost of operating and maintaining lifts, transformer, generator, electrical installations, pumps and other common facilities and essential services;
- f. Costs of operating, administrating and maintaining the Common Areas and Amenities and the Clubhouse, including the maintenance, upkeep, replacement and Annual Maintenance Charges (AMC) of various equipments, facilities and installations;
- g. Costs, expenses and bills for electricity usage in the Common Areas and Amenities;
- h. Cost of decorating the exterior of the Building;

- i. Salaries, wages, fees and remuneration of durwans/security persons, liftman, sweepers, plumber, electricians, accountant, caretakers, gardeners, or other persons whose appointment may be considered necessary for maintenance and protection of the Project and administration and management of the affairs thereof;
- j. The rates taxes and outgoings assessed charged and imposed for the common areas of the Project;
- k. The cost and expenses of keeping and maintaining the records of the common expenses and running the Association and expenses (statutory and non-statutory expenses) for the Association;
- l. The cost, expenses and charges for installation of any additional common facilities and amenities in the Project;
- m. The cost, expenses and charges for compliance of various statutory provisions and the orders, rules formulated by competent authorities applicable in respect of the Project in common;
- n. The cost, expenses and charges (one-time and/or recurring) for brand use/franchise, memberships, setting up, running and maintaining the facilities, amenities, installations and services to be operated, managed, serviced, franchised or provided by various brands/ agencies;
- o. All expenses of common services and common facilities and amenities;
- p. Such expenses as are necessary or incidental for the maintenance or up keeping of the Project and/or the Common Areas and Amenities.

**THE SCHEDULE-G ABOVE REFERRED TO:**  
**(ALLOTTEE'S COVENANTS, OBLIGATIONS AND ACKNOWLEDGEMENTS)**

1. The Sub-Lessee has prior to execution of this Agreement already inspected and got himself/herself/itself/themselves satisfied about the physical nature and measurement of the land comprised in the said Premises and has also made necessary and relevant enquiries and has accepted the specifications of the materials to be used, measurements, dimensions, designs, drawings and boundaries of the said Premises. The Sub-Lessee has appraised himself/ herself/ itself/ themselves about the said Deed of Lease, the Plan and other necessary documents and has fully satisfied himself/ herself/ itself/ themselves in respect of:
  - (a) the leasehold right, title and interest of the Sub-Lessor in respect of the said Premises;
  - (b) the said Plan;
  - (c) the Carpet Area, Balcony & Utility Area, Terrace Area, Built-up Area and specification of the said Apartment;
  - (d) time schedule of completion of the Project;
  - (e) the Clubhouse;
  - (f) the Common Areas and Amenities;
  - (g) the details of the Project;
  - (h) the right, title and interest which the Sub-Lessee is going to obtain in respect of the said Unit;
  - (i) the entitlement of the Sub-Lessor to enter into this agreement;
  - (j) the entitlement of the Sub-Lessor for grant of sub-lease of the said Unit ;
  - (k) the terms and conditions of this agreement.
2. The Sub-Lessee shall abide by and comply with all applicable rules, regulations and statutes as laid down and notified by the appropriate governments or its departments from time to time relating to acquiring sub-lease of the said Apartment, obtaining demise of the said Unit and remittance of funds.
3. The Sub-Lessee hereby undertakes to comply with and carry out from time to time, after the issuance of the Notice for Fitout by the Sub-Lessor, all the requirements, requisitions, demands and repairs as required by any development, environment, statutory, municipal, government and/or competent authority, at his/her/its/their own costs and shall keep the Sub-Lessor and the said Project indemnified, secured and harmless against all costs, consequences and damages on account of non-compliance with the said requirements, requisitions, demands and repairs.
4. The Sub-Lessee acknowledges that the Sub-Lessee shall abide by the rules and regulations framed by the Sub-Lessor from time to time for the use and enjoyment of the Common Areas and Amenities including the Clubhouse. The Common Areas and Amenities, including the Clubhouse, the open spaces, common entrances, common passages/corridors, lobbies, staircases, terraces, recreation areas, sewage treatment plant, electric sub-station, generators, and any other facilities and amenities shall be used in common with the other allottees / transferees in a reasonable manner and only for the purposes for which the same are provided and the same shall be used in accordance with the rules and regulations as may be framed in this regard by the Sub-Lessor. It is clarified that certain facilities, areas and installations in the Common Areas and Amenities and the Clubhouse shall be made available on a pay and use basis.
5. The Sub-Lessee shall not use the Common Areas and Amenities, the Clubhouse and other facilities or permit the same to be used for any purpose other than the purposes for which the same are intended and the Sub-Lessee shall not commit any nuisance or do anything which may cause disturbance or annoyance to the allottees/ transferees/ occupants of the said Project.

6. The Sub-Lessee acknowledges that certain facilities, amenities, installations and services (such as the spa, concierge, etc.) in the project may be operated, managed, serviced, provided and/or franchised by various brands/agencies for the time period and on the terms and conditions contained in the agreements that may be executed between the Sub-Lessor and the brands/agencies. Such facilities, amenities, installations and services shall be available for use on a pay and use basis and/or on a fee basis (one-time and/or recurring), as per the charges specified by the brands/agencies and/or the Sub-Lessor, the allottees/ occupants and users shall abide by the rules, regulations and charges specified from time to time for the use and enjoyment of the same. Such agreements with the brands/agencies may be assigned/ nominated to the Association upon handover of the project.
7. The Sub-Lessee has represented and assured the Sub-Lessor that the Sub-Lessee is legally and otherwise competent to enter into this agreement and has adequate financial capacity to obtain demise of the said Apartment and has adequate competence to fulfill his/her/its/their obligations under these presents.
8. The Sub-Lessee is entering into this agreement for the allotment of the said Unit with full knowledge of all laws, rules, regulations and notifications applicable to residential projects in general and the said Project in particular.
9. The Sub-Lessee shall furnish copies of requisite documents, information and details relating to his/her/its/their identity including the Income Tax PAN card as required by the Sub-Lessor from time to time.
10. The Sub-Lessee shall further abide by and comply with all applicable rules, regulations and statutes as laid down and notified from time to time for usage, maintenance, possession and enjoyment of the Apartment and shall keep the Sub-Lessor saved secured indemnified and harmless in this regard.
11. The Sub-Lessee hereby undertakes to comply with and carry out from time to time, after the Sub-Lessee has taken over the possession of the said Unit, all the requirements, requisitions, demands and repairs as required by any development, environment, statutory, municipal, government and/or competent authority, at his/her/its/their own costs and shall keep the said Project indemnified, secured and harmless against all costs, consequences and damages on account of non-compliance with the said requirements, requisitions, demands and repairs.
12. The Sub-Lessee acknowledges that until formation of the Association, the Sub-Lessor shall, at its sole discretion, be entitled to maintain or cause to maintain the Building, the Common Areas and Amenities and the said Premises by appointment of Manager or otherwise, or through a separate maintenance agreement with a third party/agency(ies). The Sub-Lessee further acknowledges that the Building and Common Areas and Amenities may be handed over to such Manager for maintenance progressively upon completion and the Sub-Lessee herein doth hereby agree to bear the Common Expenses proportionately. The Sub-Lessee agrees to proportionately contribute the costs and expenses for such maintenance and to be bound by the rules and regulations that may be framed by the third party/agencies and /or the Sub-Lessor.
13. The Sub-Lessee hereby agrees to and covenants with the Sub-Lessor not to raise any dispute or put forward any objections with respect to any ongoing construction work of any other part of the Project and the Common Areas and Amenities; and also acknowledges that the Common Areas and Amenities shall be provided only upon completion of the entire Project.
14. The Sub-Lessee shall pay to the Sub-Lessor within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority / service provider or Government for giving water, electricity or any other service connection to the building in which the Apartment is situated.
15. The Sub-Lessor hereby agrees that the certificate of the Architect as to the measurement of the said Unit and specifications of the Common Areas and Amenities shall be regarded as final and binding upon the parties herein.
16. The Sub-Lessee shall bear and pay a sum @ Rs. \_\_\_\_\_ plus applicable taxes to the person nominated by the Promoter towards the documentation charges for the preparation of this agreement and the proposed deed of sub-lease, and 50% of such amount shall be paid at the time of execution of this Agreement and the balance 50% before execution of the deed of sub-lease. The Allottee shall pay such amounts towards miscellaneous expenses for registration, which shall be paid on execution/registration of this agreement and on execution/registration of the deed of sub-lease. The Deed of Sub-Lease shall be prepared by the Sub-Lessor and/or through the appointed lawyer, advocate or consultant of the Sub-Lessor and will contain such provisions as may be necessary for giving effect to the stipulations and restrictions mentioned or referred to herein
17. The Sub-Lessee shall not in any manner cause objection in the construction or completion of the Building, nor shall commit breach of any of the terms and conditions herein contained. In the event of any neglect or default on the part of the Sub-Lessee or because of any act or omission on the part of the Sub-Lessee the Sub-Lessor is restrained from construction of the Building and/or demising other units/constructed areas to the allottees / transferees, then and in that event without prejudice to other rights of the Sub-Lessor in this regard, the Sub-Lessee shall be liable to indemnify and

- compensate the Sub-Lessor for all losses, damages, costs, claims demands, actions and proceedings that may be suffered or incurred by the Sub-Lessor.
18. The Sub-Lessee hereby declares and confirms that the Sub-Lessor has, prior to the execution hereof, specifically informed the Sub-Lessee that the Sub-Lessor will erect/provide space for electric sub-station/transformer in the said Premises and that the same shall be handed over to the West Bengal Electricity Distribution Company Ltd/Calcutta Electric Supply Corporation or any other appropriate authority. Consequently the workmen, staffs, employees and agents of the West Bengal Electricity Distribution Company Ltd/Calcutta Electric Supply Corporation or the appropriate authority shall at all times thereafter, have the right and authority to enter upon the said Premises for the purpose of access to and from any proposed electric installation and the Sub-Lessee hereby consents and agrees to the same and neither the Sub-Lessee nor the Association shall raise any dispute or objection to the same.
  19. The Sub-Lessee hereby acknowledges that the project is not owned/held, developed or sold by Donald J. Trump, The Trump Organisation or any of their affiliates and the Concast Infrastructure Private Limited, Regent Hirise Private Limited, Raj Construction Projects Private Limited, RDB Realty & Infrastructure Limited and Tribeca Creators LLP uses the "Trump" name and mark under License from DT Tower Kolkata LLC, which license may be terminated or revoked according to its terms, to identify and promote the Project only as "TRUMP® TOWER KOLKATA".
  20. The Sub-Lessee also understands that any use of any of Donald J. Trump's or DT Towers Kolkata LLP's trade names or trademarks, service marks, domain name or logos, including the trademark "Trump" (collectively referred to as the "Licensed Mark") without prior consent from Donald J. Trump and/or DT Tower Kolkata LLC, is expressly prohibited for the Sub-Lessee except solely for the purposes of identifying (but not marketing or promoting) the Project and the address of the Sub-Lessee's Unit with the Composite Name. Additionally, in the event that the license between Concast Infrastructure Private Limited, Regent Hirise Private Limited, Raj Construction Projects Private Limited, RDB Realty & Infrastructure Limited and Tribeca Creators LLP and DT Tower Kolkata LLC is terminated for any reason, all use of Donald J. Trump's or DT Tower Kolkata LLC's trade name and trademarks or service marks, domain name and logos, shall cease promptly and all indicia or connection between the Project and Donald J. Trump or DT Tower Kolkata LLC, including signs or other materials bearing any of Donald J. Trump's or DT Tower Kolkata LLC's trademarks, tradenames, service marks, domain name and logos shall be removed promptly from the Project, including any reference or identification of the address of the Sub-Lessee's Unit.
  21. Notwithstanding anything to the contrary contained in the license or this Agreement, DT Tower Kolkata LLC and Donald J. Trump, Ivanka Trump, its, his, and her members, partners, affiliates, shareholders, employees, representatives, directors, officers, managers, successors, and assigns and, to the extent not already included in the foregoing list, Donald J. Trump, Jr., Eric Trump, and any child or descendant (including by adoption) or current or former spouse of any of the foregoing (collectively, the "Trump Indemnified Parties") shall not be responsible for and shall have no liability to Concast Infrastructure Private Limited, Regent Hirise Private Limited, Raj Construction Projects Private Limited, RDB Realty & Infrastructure Limited and Tribeca Creators LLP or any other individual or entity, including, without limitation, any Sub-Lessee, unit owners, occupants and/or lenders for – (a) any design, construction, repair, operation means, methods, techniques, sequences and procedures, or for security or safety precautions and programs, with respect to the design, construction, repair or operation of the project or (b) the handling of any funds or deposits by Concast, including, without limitation, the contract price, paid by the Sub-Lessee to Concast pursuant to this Contract or otherwise.
  22. None of the Trump Indemnified Parties, including, without limitation, DT Tower Kolkata LLC, has or shall hereafter provide architectural, engineering, contractor, legal, professional or similar services to Concast Infrastructure Private Limited, Regent Hirise Private Limited, Raj Construction Projects Private Limited, RDB Realty & Infrastructure Limited and Tribeca Creators LLP in any capacity or have any liability to Concast Infrastructure Private Limited, Regent Hirise Private Limited, Raj Construction Projects Private Limited, RDB Realty & Infrastructure Limited and Tribeca Creators LLP or any other individual or entity, including, without limitation, the unit owners, occupants and/or lenders as such. No reviews, recommendations, approvals, or advice to be furnished by any of the Trump Indemnified Parties under the license shall be deemed to be warranties or guarantees or constitute the performance of professional services as aforesaid, but instead, are intended solely for the benefit of the DT Tower Kolkata LLC in order that it may protect the goodwill associated with any Donald J. Trump's or DT Tower Kolkata LLC's trademarks, trade names, service marks, domain name and logos.
  23. The Sub-Lessee understands and agrees that, with respect to ownership, operation, maintenance and use of the Unit, the Buildings and the Project, the allottees / transferees shall adhere to and comply with the operating standards as may be prescribed by the Sub-Lessor or the Licensor from time to time ("Operating Standards"). The Sub-Lessor agrees that the Sub-Lessor/Licensor shall

have the right to amend the Operating Standards from time to time, and such amendments will be notified to the allottees / transferees in writing.

24. The Licensor and/or its representatives shall at all times have access to, and the right to inspect, the Project, interior and exterior (but excluding the interior of privately owned Units, unless authorized by the allottees / transferees of such Units), and to discuss the operation of the Building with members of the Building's staff, during normal business hours, upon twenty-four (24) hour notice, but without unreasonably interfering with the operation of the Project, to confirm compliance with the provisions of Operating Standards.
25. The management agreement to be entered into between the Manager to be selected by the Sub-Lessor for the management of the Common Areas and Amenities on the one part and the Association of the other part, and any agreement relating thereto, shall include the Operating Standards and shall be subject to the Licensor's prior written approval. Further, the Licensor shall have the right to supervise the operation and management of the common areas and amenities by the selected manager to ensure compliance with the Operating Standards and the Sub-Lessee shall reimburse the Licensor's cost and expense for site visits including travel and accommodation cost.
26. The Association shall name, at its cost, the Trump Indemnified Parties as additional insured in all policies of liability insurance that may be maintained by the Association for and in connection with the operation, ownership and maintenance of the Project.
27. The Sub-Lessee acknowledges and confirms that the Project will be submitted to the provisions of the WBAO Act, and that the Sub-Lessee shall do all such acts, deeds and things and execute all such deeds, documents and writings that are required by the Sub-Lessor in order to file the necessary documents under WBAO Act and the declaration and bye laws to be filed under WBAO Act will contain such provisions as may be necessary for giving effect to the stipulations and restrictions mentioned or referred to herein or as the Sub-Lessee may deem fit.
28. Upon formation of the Condominium and the registration of the declaration, deeds of apartment and the other relevant documents as per applicable law, the Association will be required to execute a license agreement with the Licensor in respect of the use of the Trump name and mark under license from the Licensor solely for the purpose of identifying (but not marketing and promoting) the Tower and the Sub-Lessee irrevocably consents and agrees to the same ("Subsequent License Agreement"). The Sub-Lessee confirms that Association shall not have any rights to the Trump name and mark until the Licensor and the Association shall have fully executed and delivered such license agreement.
29. The Project shall be used solely for residential and such ancillary purposes as may be permitted by the Sub-Lessor (the "Permitted Use"). In no event may the Project or any portion thereof be used for Other Uses without the prior written consent of Licensor, which may be withheld in Licensor's sole discretion. In the event of a breach of this clause, the Licensor shall have the immediate right to remove the Trump mark from the Building and terminate any agreement with respect to such Trump mark. For purposes of this section, the term "Other Uses" shall mean all uses other than the Permitted Use. Other Uses shall include without limitation, (A) time shares, residential or resort membership clubs, fractional ownership and any similar forms of ownership that divide such ownership according to specific assigned calendar periods or similar methods, (B) hotels, hotel condominiums, serviced apartments (except for the allottees / transferees who provide an individual furnished apartment to their employees), extended stay hotels or any similar use, (C) office use, (D) casinos and the ownership, operation or management of casinos and any gambling or gaming activities, including, without limitation, any activities relating to or consisting of the taking or receiving of bets or wagers upon the result of games of chance or skill, (E) bar, restaurant, retail and any other commercial business or services, other than as may be approved by Licensor in its sole discretion, except those provided solely for the benefit of the residents of the Project and their guests, (F) golf course or golf club, (G) other type of club (other than the one that may be developed for the exclusive use of residents within the Project and their guests).
30. The trademark "TRUMP® TOWER KOLKATA" has been licensed by DT Tower Kolkata LLC ("Trump" or "Licensor") to Concast Infrastructure Private Limited, Regent Hirise Private Limited, Raj Construction Projects Private Limited, RDB Realty & Infrastructure Limited and Tribeca Creators LLP (collectively, "Licensee") to identify and promote the residential real estate constructed on the said Land.
31. The Sub-Lessee understands and agrees that the Project is not owned or developed by the Licensor or Donald J. Trump or any of their respective Affiliates. In the event that the license of the trademark is terminated for any reason, all use of Donald J. Trump's trade name and trademarks or service marks and logos shall cease and all indicia or connection between the project and Donald J. Trump,

including signs or other materials bearing any of Donald J. Trump's trademarks, service marks, trade names and logos shall be removed from the Project save and except as permitted under a subsequent license agreement. Additionally, the Sub-Lessee acknowledges and agrees that any use of any of Donald J. Trump's trade names or Trump's trademarks, service marks or logos, without proper licensing from Donald J. Trump, is expressly prohibited.

32. No Sub-Lessee shall be permitted to lease, sublease, license, sublicense or otherwise grant occupancy rights in exchange for monetary consideration to any Unit for periods of less than eleven (11) months.
33. In no event may the Building or any portion of the Project be used for Casino and Gaming Activities (as hereinafter defined) without the prior written consent of the Licensor, which may be withheld in Licensor's sole discretion. In the event of a breach of this clause, Licensor shall have the immediate right to remove the Licensed Mark and/or Composite Mark and/or Approved Logo(s) from the Building and terminate any agreement with respect to such Licensed Mark and/or Composite Mark and/or Approved Logo(s). The term "Casino and Gaming Activities" shall mean the business of owning, operating, managing or developing a casino or similar facility for the taking or receiving of bets or wagers upon the result of games of chance or skill, including hotel, dockside, riverboat, cruise ship, transportation, entertainment, sports, resort, bar, restaurant and retail services in connection with any of the foregoing activities.
34. The Licensor shall be entitled to appoint one (1) non-voting observer (the "Observer") to the board of managers, board of directors, or other governing body of the Condominium, however designated (the "Board"), which observer shall also be entitled to attend any meetings of any committee, if any, of the Board, and if permitted by the members of the Condominium and the declaration, bye-laws, rules and regulations of the Condominium shall at all times during the Term provide for the same for such time as is acceptable to the members of the Condominium. The Observer shall receive no compensation from the Condominium for service as an Observer; provided that the Observer shall be reimbursed for actual expenses for travel within India incurred by the Observer in connection with attendance at any meeting of the Board. The Observer shall be allowed to participate in discussions of matters brought to the Board or any committee thereof. Licensor may remove and replace, as applicable, the observer appointed by Licensor at any time and from time to time in Licensor's sole discretion by notice to the Board.
35. The Sub-Lessee and the Condominium will be bound by the terms of the Subsequent License Agreement.
36. The Sub-Lessee acknowledges and confirms that the Licensor or any of its Affiliates are not to be construed as a "promoter" under the provisions of WBAO Act or the Act or Real Estate (Regulation and Development) Act, 2017 and/or any other Applicable Law as the case may be.
37. The Sub-Lessee covenants:
  - a. To make payment to the Sub-Lessor of all amounts due and payable and as and when payable under this Agreement.
  - b. Not to do or cause to be done any acts deeds or things by virtue of which development of the said Premises or portion thereof is hampered, obstructed, delayed or stopped.
  - c. To co-operate with the Sub-Lessor or the agent or Manager appointed by the Sub-Lessor in the management and maintenance of the Building until formation of the Association which is intended to be formed after completion of the Building.
  - d. The nature of the organizations of the allottees / transferees of the Units in the Building in Trump Tower Kolkata shall be association/s of allottees / transferees in the name and style of Condominium of "Trump Tower Kolkata", or such other name as may be prescribed in the declaration, together with suffix/es or prefix/es as may be decided by the Sub-Lessor, under the provisions of the WBAO Act and the Sub-Lessee has agreed that they shall not change the name of the said Project and/or the name of the said Buildings as stated hereinabove and any changes to be made shall be made in accordance with the declaration filed under the WBAO Act.
  - e. To ensure that all interior work of furniture, fixtures and furnishing of the Apartment or any repairs or renewals thereto, are carried out during the daylight hours only, without creating noise beyond the tolerable limits creating inconvenience to other allottees/Sub-Lessees and in accordance with the rules, regulations and guidelines framed by the Sub-Lessor and the Association.

- f. To join in formation of Association and become member thereof by signing and execution of necessary applications, forms and documents and returning the same to the Sub-Lessor within 7 (seven) days of the same being forwarded by the Sub-Lessor to the Sub-Lessee.
- g. To pay all costs, charges and expenses incurred in connection with the formation of the said Association as well as the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Sub-Lessee in the said Building including stamp duty, registration charges etc., payable in respect of such documents shall be borne and paid proportionately by all the holders of the Units, etc., in the said Building including the Sub-Lessee/s and/or by the Association as aforesaid. The Sub-Lessor shall not be liable to contribute anything towards such expenses under any circumstances whatsoever.
- h. To pay the share(s) of deposits, subscription and such fees and charges as may be levied and decided by the Sub-Lessor and/or the Association upon its formation and not to raise any dispute.
- i. To abide by and observe all the rules and regulations framed from time to time either by the Sub-Lessor or by the agent/ facility manager appointed by the Sub-Lessor or by the Association for the maintenance, management and common purpose/expenses without raising any objection thereto.
- j. To abide by and observe all the rules and regulations framed from time to time either by the Sub-Lessor or by the brands/agencies for use, enjoyment, operation, maintenance and management of the facilities, amenities, installations and services being operated, managed, serviced, franchised or provided by the brands/agencies and the Sub-Lessor.
- k. To abide by and observe all the rules and regulations framed from time to time by the central or state government/ competent authority and shall keep the Sub-Lessor and other allottees / transferees in the Project saved harmless and indemnified against the same.
- l. To use of lifts and other facilities, services and amenities until the said dues with interest accrued thereon are paid together with reconnection charges (if any).
- m. To regularly and punctually pay/ reimburse electricity charges and other utility charges and outgoings for the said Apartment.
- n. To pay the proportionate amount of the annual ground rent (calculated at the rate of Rs. 1 per cottah of the area of the said Premises per year in terms of the said Deed of Lease) to the Kolkata Municipal Corporation for demise of the said Premises by the 15th day of January of the year for which the same is payable without any delay, default or abatement whatsoever.
- o. To pay and bear the municipal rates taxes levies and other outgoings relating to the said Unit to the Sub-Lessor or to the agent/ Manager or to the Association upon its formation for the period commencing from the date of issuance of the Notice for Fitout of the said Apartment in favour of the Sub-Lessee.
- p. To pay and bear the municipal rates taxes levies and other outgoings relating to the said Unit directly to the concerned authorities upon determination of the person liable to pay tax or separate apportionment/ assessment/mutation of the said Apartment.
- q. To abide by all pollution control laws, guidelines and regulations.
- r. To abide by and observe all the rules regulations, Operating Standards, declarations, bye laws framed from time to time in respect of the Association without raising any objection thereto;
- s.
- t. To abide by all laws, guidelines and regulations of Fire department and other statutory authorities.
- u. Not to use the said Unit or permit the same to be used for any illegal or immoral purpose or for any purpose other than for which the said Unit has been sanctioned by the sanctioning authorities.
- v. Not to change the user of the said Unit and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Unit and not to cover or construct anything on the open spaces.
- w. Not to use the said Unit or permit the same to be used for a place of religious worship, boarding house, guest house, club, restaurant, entertainment centre, nursing home.
- x. Not to park or cause to be parked any car and/or vehicles on the Parking Spaces or other spaces/ areas of the Building except on the spaces/ areas for which express rights shall be granted to the Sub-Lessee to park the car and/or vehicles.
- y. Not to change the color scheme of the Building or the exterior of the said Unit without the written consent of the Sub-Lessor or Association after its formation.
- z. Not to keep, raise and breed any animal, reptile or bird in the said Unit or anywhere else at the said Premises except the pets under approval of the Sub-Lessor and

the Association upon its formation provided they are not kept or bred for any commercial purpose and are housed within the said Unit and abided by all applicable rules and regulations.

- aa. Not to make any animal sacrifices at the Common Areas and Amenities.
- bb. Not erect, install, fix any external wireless or television antenna or window antenna.
- cc. Not to sub-divide the said Unit and attributes/appurtenances thereto.
- dd. Not to place or store in the Common Areas and Amenities any goods or things whatsoever.
- ee. Reimburse any expenditure that may have been incurred by the Sub-Lessor or the Association for repairing or replacing anything pertaining to common areas, amenities and installations due to the reasons of damage caused by the Sub-Lessee.
- ff. Not bring or permit to remain upon the Apartment(s) any machinery goods or other articles which shall or may strain or damage any part or portion of Building at the Project.
- gg. Not operate any heavy machine so as to endanger the structure of the Building or damage the floor or roof or outer walls of any unit/apartment.
- hh. Not shift or obstruct any windows or lights and not to put box grills/collapsible gates in the verandah and/or windows which are not as per the design suggested or approved by the Architect.
- ii. Not to bring or permit to remain upon the said Apartment any machinery goods or other articles which shall or may strain or damage any part or portion of Building.
- jj. Not to shift or obstruct any windows or lights and not to put box grills/collapsible gates without prior written permission of the Sub-Lessor or the Association upon its formation provided that such permission may be accorded only for the work done as per through the contractor appointed by the Sub-Lessor or the Association and as per the design and specification approved by the Sub-Lessor or the Association.
- kk. Not to do or permit any opening, structural change or change in elevation without the consent in writing of the Sub-Lessor or the Association upon its formation.
- ll. Not to throw any rubbish save to such extent and at such place or places as be permitted and specified by the Sub-Lessor and the Association upon its formation.
- mm. Not to install any exterior loudspeakers without the permission of the Sub-Lessor or the Association upon its formation.
- nn. Not to hang or display any clothes or articles of any kind on the outside of the windows or the places of outside windowsills, outside walls, balconies and parking spaces.
- oo. Not to do or cause to be done anything whereby the insurance premium of the Building shall increase or which shall result in cancellation of insurance policy of the Building (if any).
- pp. Not to do anything or cause to be done anything whereby the structural stability of the Building shall be adversely affected.
- qq. To keep interior walls, fittings, fixtures, appurtenances, floors, ceiling etc. of the said Unit in good condition and repair so as not to cause any damage to the Building or any space or accommodation thereupon and to keep other sub-lessees, allottees / transferees and/or occupiers of the Project indemnified from and against the consequences of any damage arising there from.
- rr. Not to do anything or cause to be done anything whereby the common amenities fixtures gadgets installed for the Project or any part thereof shall be damaged or adversely affected.
- ss. Not to install or keep or operate any generator in the Apartment and/ or in the balcony/verandah/attached terrace or any common areas save and except the battery operated inverters inside the Apartment.
- tt. Not to make any constructions on the parking spaces, roof/terrace and common areas.
- uu. Not to hold the Sub-Lessor liable in any manner whatsoever and not to make any claim against them or any of them in case due to any enactment or implementation of legislation, rules, bye-law or order of any judicial or other authority, the earmarked exclusive rights of car parking is not permissible.
- vv. Not make any constructions (temporary or permanent) on the car parking spaces, roof/terrace and common areas of the said Project.
- ww. Not to put or affix any articles including nameplate signage and letter box or other similar articles in any of the Common Areas and Amenities or outside walls and/ or the Building save and except at the place approved or provided therefore by the Sub-Lessor or the Association upon its formation.
- xx. Not to do anything whereby the other allottees / transferees / occupiers are obstructed or prevented from enjoying their respective units quietly and exclusively.
- yy. To keep the said Apartment in good state or repairs and condition and to carry out necessary repairs or replacements as and when required.



- zz. Not to bring nor store in the said Apartment any article or substances of combustible inflammable or dangerous nature and to comply with all recommendations of the fire authority as to fire precautions.
- aaa. Not to discharge into any serving pipe any oil grease or other material or substances which might be or become a source of danger or injury to the drainage system of the said Premises or portion thereof.
- bbb. To observe such other covenants as be deemed reasonable and framed from time to time by the Sub-Lessor and the Association.
- ccc. Not to install any air conditioner and/or exhaust fan except at the place(s) approved by the Sub-Lessor or the Association upon its formation.
- ddd. Not to do or cause to be done in and around the Apartment which may cause or tend to cause or tantamount to cause or effect any damage to flooring or ceiling of the Apartment or other parts of the Building.
- eee. Not to overload and/ or draw any excess electricity so as to cause overloading of the electricity connection.
- fff. Not to induct any tenant/licensee to occupy the Apartment unless such tenant/licensee is introduced to the Sub-Lessor or the Association upon its formation so that he/she may be recognized as a bonafide occupant for the security purpose.
- ggg. Not dispute or object to the location of the parking space(s) (if any) identified by the Sub-Lessor for use by the Sub-Lessee.
- hhh. Not to transfer or deal with the parking spaces in exclusion of the Apartment.
- iii. Not to encumber the rights under this agreement prior to execution of the proposed deed of sub-lease save and except for the purpose of availing home loan.
- jjj. Observe such other covenants as be deemed reasonable and framed from time to time by the Sub-Lessor and/ or the Association.
- kkk. Not install any air conditioner and/or exhaust fan save and except at the place(s) approved by the Sub-Lessor or the Association upon its formation.
- lll. Not to puncture window/wall of the Building and create any shades awnings, window guards, ventilators in the Building excepting such as approved by the Sub-Lessor or the Association upon its formation.
- mmm. To use the said Apartment or permit the same to be used only for residential purpose and shall use the said parking space or permit the same to be used only for the purpose of keeping and parking the Sub-Lessee's own vehicles.
- nnn. To pay to the Sub-Lessor/Authorities within 7 (seven) days as demanded by the Sub-Lessor/Authorities, his/her/their/its share of the security deposits and payments demanded by the concerned Government, local or public bodies or authorities for giving water, drainage, electricity, telephone or other service/utility connection to the said Building.
- ooo. Not raise any claim over the areas, amenities and installations of other projects which are not meant to be shared by the allottees of the said Project.
- ppp. To abide by the charges, rules and regulations framed by the Sub-Lessor or Association from time to time for the use and enjoyment of the community hall and gymnasium.
- qqq. In no event the Sub-Lessee shall pursue, file or initiate any legal action against any Trump Indemnified Party for disputes or matters arising from this agreement nor shall Sub-Lessee shall have any right to do so. Trump Indemnified Parties shall mean DT Tower Kolkata LLC, Donald J. Trump, Ivanka Trump, its, his, and her members, partners, affiliates, shareholders, employees, representatives, directors, officers, managers, successors, and assigns and, to the extent not already included in the foregoing lists, Donald J. Trump, Jr., Eric Trump, and any child or descendants (including by adoption) or current or former spouse of any of the foregoing.

**THE SCHEDULE-H ABOVE REFERRED TO:**

**PART – I**

<b>DEPOSITS</b>		
<b>No</b>	<b>Particulars</b>	<b>Amounts (Rs.)</b>
1	Interest free maintenance deposit	
2	Deposit for municipal rates and tax	
3	Electricity connection and meter deposit	On Actuals
4	Deposit for mutation expenses	

**PART-II**

SCHEDULE FOR PAYMENT OF DEPOSITS		
No	Particulars	Amount or Percentage
1	On Notice for Fit-out	100%

**THE SCHEDULE-I ABOVE REFERRED TO:**  
**(DEFINITIONS)**

- (1) **APPLICABLE LAW:** includes (but is not limited to) all applicable central and state statutes, laws, ordinances, rules, circulars, bye-laws, notifications, guidelines administrative interpretation, writ, injunction, directions, directives, judgment, arbitral award, decree, orders as may be in force in the Republic of India and applicable to the development, of the said Project and sale and transfer of the Units in the Building.
- (2) **APARTMENT/UNIT:** shall mean and include the Apartment morefully described in the **SCHEDULE B** hereunder written;
- (3) **ARCHITECT:** shall mean Maheswari & Associates of 37A Baker Road, Alipore, Kolkata - 700027 appointed by the Sub-Lessor for the Project or such other persons who may be appointed as architect for the Project by the Sub-Lessor from time to time;
- (4) **ASSOCIATION/CONDOMINIUM:** shall mean the Condominium/Association formed under the West Bengal Apartment Ownership Act, 1972 for the purpose of supervision, management and maintenance of the said Project for the common purposes having such rules regulations, bye-laws and restrictions as be deemed proper and necessary;
- (5) **BUILDING:** shall mean and include the 1 (one) multi-storied building intended to be erected by the Sub-Lessor at the said Premises in terms of the Plan.
- (6) **BALCONY & UTILITY AREA:** shall mean the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of a unit, meant for exclusive use of a Sub-Lessee, as well as the area of the utility, store and/or any other spaces for general purposes meant for exclusive use of a Sub-Lessee.
- (7) **BUILT-UP AREA:** shall mean and include the total Carpet Area of all the units/constructed areas in the Building together with total Balcony & Utility Area and thickness of the external walls thereof and external columns therein and for a particular unit, the built-up area of such unit shall include the thickness of all external walls thereof and columns therein;
- (8) **CARPET AREA:** shall mean the net usable floor area of the unit excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the unit.
- (9) **CLUBHOUSE:** shall mean the areas or spaces in the Project equipped with various facilities and amenities which may include gymnasium, swimming pool, mini movie theater, open deck, spa/massage room, yoga/meditation room, games area, kids play area, club lounge, cafe, community/banquet hall etc. and areas appurtenant thereto, as may be decided and earmarked by the Sub-Lessor for activity, leisure, entertainment and refreshment of the allottees / transferees and the specifications of which shall be decided at the sole discretion of the Sub-Lessor and for which separate rules and regulations for use and enjoyment are intended to be framed by the Sub-Lessor from time to time;
- (10) **COMMON AREAS AND AMENITIES:** shall mean and include the areas and amenities that are not demised or allotted to any particular Transferee but are available for common use and enjoyment of all the allottees / transferees and occupants of the Project subject to conditions, restrictions and reservations mentioned herein and also those that may be framed by the Sub-Lessor and/or Association from time to time and morefully described in the **SCHEDULE C** hereunder written;
- (11) **COMMON EXPENSES:** shall mean and include all expenses to be incurred by or on behalf of the allottees / transferees for the maintenance, management, upkeep and administration of the Common Areas and Amenities and for rendition of services in common to various allottees/ transferees/ occupiers of the Project and morefully described in the **SCHEDULE D** hereunder written;

- (12) **DEED OF LEASE:** shall mean the Deed of Lease dated 3<sup>rd</sup> August 2012 between the Kolkata Municipal Corporation therein referred to as “the Lessor” and Concast Infrastructure Private Limited therein referred to as “the Lessee” and the said Concast Exim Ltd. therein referred to as “the Confirming Party” and registered before the office of the Registrar of Assurances, Calcutta and recorded in Book No. I, CD Volume No. 19, Pages 10078 to 10098, Being No. 09696 for the year 2012 for grant of the lease of the said Premises.
- (13) **DEMISE:** shall mean and include the transfer or demise of the units/constructed areas in the Building at the said Premises to the intending allottees / transferees by way of sub-lease/under-lease or other lawfully permissible mode of transfer or demise by the Sub-Lessor in terms of the said Deed of Lease;
- (14) **LICENSOR** shall mean DT Tower Kolkata LLC;
- (15) **FACILITY MANAGER:** shall mean such persons or entities who may be appointed by the Sub-Lessor on such terms and conditions as the Sub-Lessor thinks fit and proper for undertaking maintenance of the Common Areas and Amenities;
- (16) **NOTICE FOR FITOUT:** shall mean the letter to be issued by the Sub-Lessor to the Sub-Lessee giving permissive possession of the said Apartment and requiring and permitting the Sub-Lessee to commence and complete the finishing work of the said Unit within the Specified Time for Fitout;
- (17) **NOTICE FOR POSSESSION:** shall mean the letter to be issued by the Sub-Lessor to the Sub-Lessee requiring the Sub-Lessee to take final possession of the said Unit;
- (18) **PARKING SPACES:** shall mean and include the demarcated spaces in the ground floor and/or basement of the Building as well as the demarcated spaces in the open area of the Project expressed or intended or reserved for parking of vehicles including mechanical car parking spaces;
- (19) **PLAN:** shall mean the Plan for construction of the Building at the said Premises sanctioned by the Kolkata Municipal Corporation bearing Building Permit No. 2017070168 dated 19<sup>th</sup> February 2018 and shall include permissible modifications or alterations thereto;
- (20) **PREMISES:** shall mean and include the **ALL THAT** a plot of land comprised in Dag Nos. 57(P), 58(P), 74(P), 143(P), 144(p), 156(P), 159(P) & 161(P), Mouza: Purba Topsia, JL No. 7, P.S. - Tiljala, District: South 24 Parganas, Kolkata, West Bengal containing a land area of 8105.85 sq. meters (equivalent to 2.003 acres) on the Eastern Metropolitan Bypass and assessed as Municipal Premises No. 991, EM Bypass, Kolkata - 700046 and morefully mentioned and described in the **FIRST SCHEDULE** hereunder written;
- (21) **PROJECT:** shall mean the project of construction of a residential multi-storied building upon the said Premises;
- (22) **PROPORTIONATE** or **PROPORTIONATELY:** according to the context shall mean the proportion of the Built-up Area of the said Unit to the total Built-up Area of all the Units in the Project;
- (23) **ROOF:** shall mean and include the ultimate top roof of the Building;
- (24) **TRANSFEREES:** shall mean all the prospective or actual persons, who for the time being have agreed or entered into an agreement to obtain demise of any units/apartments in the said Project and shall mean the Sub-Lessor herein for all Units that have not been demised in favour of any Transferee;
- (25) **TERRACE AREA:** shall mean the area of the open terrace which is appurtenant to the net usable floor area of a unit, meant for exclusive use of an Allottee;
- (26) **UNITS/APARTMENTS/CONSTRUCTED AREAS:** shall mean various constructed areas or spaces in the Project, be it flats, apartments, servant quarters, offices, commercial spaces, utility rooms etc., capable of being independently and exclusively held used occupied and enjoyed by any person and shall include the terraces and private lawns/gardens if attached to any units, together with the attributes thereto.
- (27) **“WBAO Act”** shall mean the West Bengal Apartment Ownership Act. 1972 and the rules and regulations made thereunder, as amended from time to time

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Allottee/Sub-Lessee (including joint allottees)

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Please affix  
photograph and  
sign across the  
photograph

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Please affix  
photograph and  
sign across the  
photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Promoter/Sub-Lessor:

(1) Signature (Authorized Signatory)

Name  
\_\_\_\_\_

Address \_\_\_\_\_

Please affix  
photograph and  
sign across the  
photograph

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

**WITNESSES:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Owners:

(1) Signature (Constituted Attorney)

Please affix  
photograph and

Name \_\_\_\_\_

sign across the

Address \_\_\_\_\_

photograph

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

WITNESSES:

3. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

4. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_