

THIS DEED OF SUB-LEASE made on this _____ day of _____ TWO THOUSAND 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).

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 3rd 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 the **FIRST SCHEDULE** 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. By a Memorandum of License Agreement dated the 22nd 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.
- F. By a Development Management Agreement dated 22nd 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 at or for the consideration and under the terms mentioned and contained therein.
- G. The Sub-Lessee has approached and applied to the Sub-Lessor for obtaining allotment and demise of a unit (hereinafter referred to as the said **UNIT/APARTMENT** and morefully described in the **SECOND SCHEDULE** hereunder written).
- H. Relying upon the aforesaid application, the Sub-Lessor has agreed to allot to the Sub-Lessee the said Unit at the consideration/premium and on the terms, conditions, covenants, stipulations and provisions appearing hereinafter.
- I. By and under an Agreement for Allotment and Sub-Lease dated _____, the Sub-Lessor agreed to allot to the Sub-Lessee and the Sub-Lessee agreed to acquire the said Unit at or for the consideration/premium and on the terms, conditions, covenants, stipulations and provisions appearing therein.
- J. The Sub-Lessor has completed construction of the Building at the said Premises in accordance with the said Plan with permissible modifications/ additions/ variations/ alterations thereto and the Kolkata Municipal Corporation has issued the Completion Certificate No. _____ dated_____.
- K. The Sub-Lessor has put the Sub-Lessee in possession of the said Unit and the parties herein are desirous to complete the demise of the said Unit.
- L. At or before the execution of this Indenture, the Sub-Lessee has represented the following:
- (a) The Sub-Lessee has caused due diligence and has satisfied itself with regard to the leasehold title of the Sub-Lessor in respect of the Unit and said Premises and the Building.
 - (b) The Sub-Lessor has satisfied itself that the said Premises and the Building erected thereupon is free from all encumbrances, and about the Sub-Lessor's entitlement to develop the said Premises and also to demise various units/constructed spaces therein.

- (c) The Sub-Lessee has duly inspected and satisfied itself with regard to the plan sanctioned by the Kolkata Municipal Corporation and all subsequent
- (d) modifications/ additions/ variations/ alterations thereto.
- (e) The Sub-Lessee has inspected and duly satisfied itself with regard to the area and specification of the said Unit.
- (f) The Sub-Lessee has duly satisfied himself/herself with regard to the quality of construction, workmanship, specifications and structural stability of the Unit, the Building and Common Areas and Amenities including the Clubhouse and also various facilities and/or amenities comprised in the Building and/or installed at any portion of the said Premises.
- (g) The Sub-Lessee is fully satisfied about the terms of demise/sub-lease, the amounts paid and incurred by the Sub-Lessee and various covenants contained in the said Agreement of Sub-Lease dated _____ as well as this indenture.
- (h) The Sub-Lessee acknowledges that the right of the Sub-Lessee shall remain restricted to the said Unit and the appurtenants thereto in the Project and that the Sub-Lessee will not have any right whatsoever over and in respect of the other parts and portions of the said Premises.

And has agreed not to raise any objections whatsoever or howsoever.

I. NOW THIS INDENTURE OF SUB-LEASE WITNESSETH that in the premises aforesaid and in pursuance of the said Agreement and in consideration of the sum of Rs. _____/= (Rupees _____) only towards the non-refundable premium, paid by the Sub-Lessee to the Sub-Lessor on or before execution of these presents (the receipt whereof the Sub-Lessor doth hereby and also by the receipt and memo hereunder admit and acknowledge and of and from the same and every part thereof acquit release and discharge the Sub-Lessee as also the said Unit together with the attributes appertaining thereto intended to be demised), the Sub-Lessor doth hereby demise sell, transfer, grant, convey, assign and assure unto and in favour of the Sub-Lessee **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. (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 No. ____ on the _____ floor and/or ____ nos. Covered Car Parking Space No. ____ on the _____ floor and/or ____ nos. Mechanical Car Parking Space No. ____ in the Project together with right to use the common areas in common with other Allottee(s) in the Project "TRUMP® TOWER KOLKATA" and situated at Premises No. 991, Eastern Metropolitan Bypass, Kolkata – 700046, delineated with RED in the plan/map annexed hereto, **TOGETHER WITH** undivided impartible proportionate and variable leasehold share in the land at the said Premises **TOGETHER WITH** undivided impartible proportionate and variable leasehold share in the Common Areas and Amenities in the said Project at the said Premises **TOGETHER WITH** right to lawfully use and enjoy the Common Areas and Amenities provided and installed in the Project and more fully described in the Third Schedule hereunder written alongwith other sub-lessees/ allottees/ occupants thereof (hereinafter collectively referred to as the said **UNIT/APARTMENT** and more fully described in the Second Schedule hereunder written) for the residue period of Principal Lease including any renewal thereof **TOGETHER WITH** all easements or quasi-easements or other stipulation or provisions for the beneficial use and enjoyment of the said Unit OR HOWSOEVER OTHERWISE the said Unit or any part thereof now are or is or heretofore were or was situated butted bounded called known numbered described and distinguished **TO HAVE AND TO HOLD** the said Unit SUBJECT TO the terms, conditions, stipulations, restrictions, obligations and provisions covenants and restrictions of the Principal Lease and the Agreement of Sub-Lease **AND SUBJECT TO** the Sub-Lessee regularly and punctually paying the proportionate amount of the maintenance and service charges and other costs and expenses as mentioned in the Fourth Schedule hereunder written **AND FURTHER SUBJECT TO** the easement and other provisions in connection with the beneficial use and enjoyment of the said Unit **AND ALSO SUBJECT TO** the Sub-Lessee performing observing fulfilling and abiding by various terms, conditions, stipulations, restrictions, obligations and provisions covenants and restrictions as contained in the said Principal Lease and on the part of the Sub-Lessee to be performed observed fulfilled and abided by and also contained in the Sixth Schedule hereunder written **AND ALSO SUBJECT TO** the several restrictions with regard to the use and enjoyment of the said Unit by the Sub-Lessee as mentioned in the Sixth Schedule hereunder written **AND FURTHER SUBJECT TO** the Sub-Lessee regularly and punctually paying the Corporation taxes and other rates, taxes and outgoings whatsoever on account and in respect of the said Unit.

AND THAT the Sub-Lessee doth hereby admit acknowledge accept and confirm that various terms, conditions covenants, stipulations, restrictions, obligations and provisions contained in the said

Principal Lease shall do form an integral part of this Indenture of Sub-Lease and the Sub-Lessee shall perform observe fulfill and abide by such all terms, conditions covenants, stipulations, restrictions, obligations and provisions contained in the said Principal Lease on the part of the Sub-Lessee to be performed observed fulfilled and abided by.

II. AND THE SUB-LESSOR doth hereby covenant with the Sub-Lessee as follows:

- (a) THAT notwithstanding any act deed matter or thing whatsoever by the Sub-Lessor done or executed or knowingly suffered to the contrary the Sub-Lessor is lawfully entitled to grant demise of the said Unit in terms of the said Principal Lease without any manner or conditions use trust encumbrances or make void the same;
- (b) THAT the said Unit hereby intended to be demised is free and discharged from and against all manners or encumbrances, whatsoever, save and except the terms, conditions, covenants stipulations and restrictions as are herein contained and also contained in the said Principal Indenture;
- (c) THAT the Sub-Lessee shall and may at all times hereafter peaceably and quietly hold and enjoy the said Unit and the properties appurtenant hereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Sub-Lessor or any person or persons having or lawfully or equitably claiming through under or in trust for it SUBJECT TO observance fulfillment performance compliance of his/her/its obligations and covenants contained herein and/or contained in the said Principal Lease;
- (d) THAT upon formation of the Association and its lawfully taking over charge of the common purposes, the Sub-Lessor shall transfer to such Association the residue then remaining of the deposits, if any made by the Sub-Lessee, after adjusting all amounts then remaining due and payable by the Sub-Lessee and the amounts thus transferred shall be held by such Association to the account of the Sub-Lessee for the purpose thereof.

III. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

- a. The undivided leasehold share in the land comprised in the said Premises and the proportionate share or interest in Common Areas and Amenities attributable to the said Unit(s) shall always remain impartible.
- b. The right of the Sub-Lease shall remain restricted to the said Unit and proportionate undivided share or interest in the common areas, amenities and installations.
- c. The said Building shall always be known as "TRUMP® TOWER KOLKATA" or under any other name as may be fixed by the Sub-Lessor.
- d. The Sub-Lessee hereby acknowledges that the covenants regarding use and enjoyment of the Common Areas and Amenities as well as regular and timely payment of the Common Expenses are "must" and non-payment thereof is likely to adversely affect the interest of the other Sub-Lessees and/or occupiers of the Building and that non-payment of such maintenance charges is likely to cause malicious loss and damages to the other Sub-Lessees and/or occupiers of the Building and as such in the event of any default on the part of the Sub-Lessee in making payment of such maintenance charges then and in that event without prejudice to any other rights, the Sub-Lessor/Association/ Facility Manager shall be entitled to and are hereby authorized (i) to disconnect the supply of water, (ii) to disconnect the supply of power back up, (iii) to prevent the use of other facilities and the same shall not be restored till such time the amounts so remaining outstanding are paid with interest at the prime lending rate of State Bank of India plus 2 per cent per annum and the Sub-Lessee hereby further waives the right for service of notice in the event of any default in non- payment of such common expenses.
- e. The terms and also the covenants agreed between the parties herein under the said Agreement for Sub-Lease dated _____ shall remain binding upon the Sub-Lessor and the Sub-Lessee unless there is any repugnancy between the said Agreement for Sub-Lease dated _____ and this Indenture and in case of such repugnancy, the terms and covenants of this Indenture shall supersede the terms and covenants of the said Agreement for Sub-Lease to the extent of such repugnancy.

THE FIRST SCHEDULE 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 SECOND SCHEDULE ABOVE REFERRED TO:
(UNIT / APARTMENT)

ALL THAT piece and parcel of the residential flat being Unit 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 _____ covered car parking spaces at the _____ level and/or _____ mechanical car parking spaces 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/allottees/occupants thereof.

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

THE THIRD SCHEDULE 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) Landscaped gardens;
- m) Squash Court;
- n) Mini Movie Theater;
- o) Gymnasium;
- p) Steam Area;

- q) Massage Room;
- r) Games Room with Table Tennis, Pool, Darts etc.;
- s) Cards Room;
- t) Fire Refuge Terraces,
- u) Common portions of basements,
- v) 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 FOURTH SCHEDULE 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 FIFTH SCHEDULE ABOVE REFERRED TO:
(ALLOTTEE'S COVENANTS)
(ALLOTTEE'S COVENANTS, OBLIGATIONS AND ACKNOWLEDGEMENTS)

- 1) The Sub-Lessee has prior to execution of this Deed 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 used, measurements, dimensions, designs, drawings and boundaries of the Unit and Premises. The Sub-Lessee has appraised himself/ herself/ itself/ themselves about the 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 Unit and Premises;
 - (b) the said Plan;
 - (c) the Carpet Area, Balcony & Utility Area, Terrace Area, Built-up Area and specification of the said Apartment;
 - (d) the Clubhouse;
 - (e) the Common Areas and Amenities;
 - (f) the details of the Project;
 - (g) the right, title and interest which the Sub-Lessee is going to obtain in respect of the said Unit;
 - (h) the entitlement of the Sub-Lessor for grant of sub-lease of the said Unit;
 - (i) the terms and conditions of this deed.
- 2) The Sub-Lessee has represented and assured the Sub-Lessor that the Sub-Lessee is legally and otherwise competent to enter into this Deed and has adequate competence to fulfill his/her/its/their obligations under this Deed.
- 3) The Sub-Lessee has entered into this Deed with full knowledge of all laws, rules, regulations and notifications applicable to residential projects in general and the said Project in particular.
- 4) 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, use of the said unit and remittance of funds.
- 5) Sub-Lessee hereby undertakes to comply with and carry out from time to time, 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.
- 6) The Sub-Lessee acknowledges that the Sub-Lessee shall abide by the rules and regulations framed by the Sub-Lessor and/or Association from time to time as the case may be, 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 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 have been or be framed in this regard. 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.
- 7) 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/occupants of the said Project.
- 8) 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, and 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.

- 9) 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.
- 10) 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.
- 11) 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.
- 12) The Sub-Lessee shall not commit breach of terms and conditions herein contained. In the event of any neglect or default on the part of Sub-Lessee, the Sub-Lessee shall be liable to indemnify and compensate all losses, damages, cost, claims, demands, actions and proceedings that may be suffered or incurred by the Sub-Lessor in respect thereof.
- 13) The Sub-Lessee shall pay to the Sub-Lessor within seven days of demand, 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.
- 14) 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.
- 15) The Allottee shall pay such amounts towards miscellaneous expenses for registration of the deed of sub-lease, which shall be paid on or before execution/registration of the deed of sub-lease.
- 16) 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.
- 17) 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".
- 18) 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.

- 19) 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.
- 20) 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.
- 21) 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 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 in writing.
- 22) 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 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.
- 23) 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.
- 24) 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.
- 25) 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.

- 26) 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.
- 27) 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 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).
- 28) 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.
- 29) 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.
- 30) 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.
- 31) 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.
- 32) 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.

- 33) The Sub-Lessee and the Condominium will be bound by the terms of the Subsequent License Agreement.
- 34) 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 the Act or Real Estate (Regulation and Development) Act, 2017 and/or any other Applicable Laws as the case may be.
- 35) 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 of the Units in the Building in Trump Towers Kolkata shall be association/s of allottees in the name and style of Condominium of "Trump Towers 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-Lesseees 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-Lesseees 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 in the Project saved harmless and indemnified against the same.
- l)
- m) 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).
- n) To regularly and punctually pay/ reimburse electricity charges and other utility charges and outgoings for the said Apartment.
- o)
- p) 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.
- q) 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.
- r) 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
- s) To not withhold the aforementioned payments being maintenance charges as may be levied, taxes, rates and cesses on any account whatsoever;
- t) To abide by all pollution control laws, guidelines and regulations.
- u) To abide by all laws, guidelines and regulations of Fire department and other statutory authorities.
- v) 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.
- w) Not to do anything which is illegal or unauthorized or is in contravention or violation of the applicable laws for the time being in force.
- x) To carry out all internal repairs in the Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Sub-Lessor/ Promoter.
- y) Not to change the user of the said Unit and/or make any structural alteration and/or construct any additional structures, mezzanine floors or erect any additional brick or masonry wall/partition whether temporary or permanent, in the said Unit and not to cover or construct anything on the open spaces.
- z) 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.
- aa) Not to use the service areas and the basements in any manner whatsoever, other than those ear marked as parking spaces.
- bb) 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.
- cc) 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.
- dd) Not to carry out any change in the exterior elevation or design of the building.
- ee) Not to chisel or cause damage to columns, beams, walls, slabs, RCC or other structural members in the Unit without prior written consent of the Promoter/Sub-Lessor and/or the Association and the concerned statutory authority as the case may be.

- ff) Not to remove any wall including the outer and load bearing wall of the Unit.
- gg) To be solely responsible for the internal security of the Unit and to strictly observe the fire safety rules and maintenance rules as may be applicable to the Unit.
- hh) 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.
- ii) Not to make any animal sacrifices at the Common Areas and Amenities.
- jj) Not erect, install, and fix any external wireless or television antenna or window antenna.
- kk) Not to sub-divide the said Unit and attributes/appurtenances thereto.
- ll) Not to place or store in the Common Areas and Amenities any goods or things whatsoever.
- mm) 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.
- nn) 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.
- oo) 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.
- pp) 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.
- qq) 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.
- rr) 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.
- ss) 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.
- tt) 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.
- uu) Not to install any exterior loudspeakers without the permission of the Sub-Lessor or the Association upon its formation.
- vv) 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.
- ww) 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).
- xx) Not to do anything or cause to be done anything whereby the structural stability of the Building shall be adversely affected.
- yy) To maintain the Unit and 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 and/or occupiers of the Project indemnified from and against the consequences of any damage arising there from.

- zz) 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.
- aaa) To cause the Association to maintain the staircases, lifts, common passages, corridors, circulation areas, atriums and compounds and to keep the Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- bbb) 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.
- ccc) Not to make any constructions on the parking spaces, roof/terrace and common areas.
- ddd) 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.
- eee) Not make any constructions (temporary or permanent) on the car parking spaces, roof/terrace and common areas of the said Project.
- fff) 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.
- ggg) Not to put or affix any signboard, name-plate, neon light, publicity material or advertisement material etc. on the face/façade of the Building or anywhere on the exterior of the Project, buildings or common areas
- hhh) Not to do anything whereby the other allottees / occupiers are obstructed or prevented from enjoying their respective units quietly and exclusively.
- iii) To keep the said Apartment in good state or repairs and condition and to carry out necessary repairs or replacements as and when required.
- jjj) 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.
- kkk) 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.
- lll) To observe such other covenants as be deemed reasonable and framed from time to time by the Sub-Lessor and the Association.
- mmm) 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.
- nnn) 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.
- ooo) To plan and distribute its electrical load in conformity with the electrical systems installed by the Sub-Lessor/Association/ and/or maintenance agency appointed by the Association and not to overload and/ or draw any excess electricity so as to cause overloading of the electricity connection.

- ppp) 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.
- qqq) 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.
- rrr) Not to transfer or deal with the parking spaces in exclusion of the Apartment.
- sss) 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.
- ttt) Observe such other covenants as be deemed reasonable and framed from time to time by the Sub-Lessor and/ or the Association.
- uuu) 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.
- vvv) 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.
- www) 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.
- xxx) 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.
- yyy) 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.
- zzz) 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.
- aaaa) 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.

IN WITNESS WHEREOF the parties hereto have put their respective hands and seals the day, month and year first above written.

EXECUTED AND DELIVERED by the above named
Sub - Lessor at Kolkata in the presence of:

- 1.
- 2.

EXECUTED AND DELIVERED by the abovenamed Sub -
Lessee at Kolkata in the presence of:

- 1.
- 2.

MONEY RECEIPT/MEMO OF CONSIDERATION

Received the sum of Rs. _____/= (Rupees _____ only) towards the total Premium amount of Rs. _____/= (Rupees _____ only) for demise of the said Unit(s) from the Sub - Lessee in the following manner:

Date	Amount	Bank	Ch. No.
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(Rupees _____ only)

SUB - LESSOR

Witnesses:

- 1.
- 2.