

## DRAFT AGREEMENT TO LEASE

This Agreement to Lease (“Agreement”) made at [•] on this the [•] day of [•], 20 [•] by and between

**THE GOVERNOR OF WEST BENGAL**, represented by Asansol Durgapur Development Authority (having PAN AAALA0733G), having its office at ‘City Centre’, Durgapur – 713216, District Burdwan, West Bengal and Vivekananda Sarani (Sen Raleigh Road), near Kalyanpur Housing More, Asansol-713305 (hereinafter referred to as the “**Lessor**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his successors-in-interest and assigns) represented by its constituted Attorney Bengal Shristi Infrastructure Development Limited, vide registered Power of Attorney dated \_\_\_\_\_ being No. \_\_\_\_\_ for the year \_\_\_\_\_, represented by its Director Mr. \_\_\_\_\_ (having PAN \_\_\_\_\_) S/o Mr. \_\_\_\_\_, signatory of the **FIRST PART**;

**AND**

**BENGAL SHRISTI INFRASTRUCTURE DEVELOPMENT LIMITED**, a company incorporated under the Companies Act, 1956 with CIN No. U45201WB2001PLC092865, having its registered office at BUG-5, Upper Ground Floor, Durgapur City Centre, Durgapur-713216 and Corporate Office at Plot No .X – 1, 2 & 3 , Block – EP , Sector - V , Salt Lake City , Kolkata - 700091, having PAN No. AACB8990N, represented by **Mr. [•]** (Aadhar No. [•]), son of Mr. [•], by faith – [•], by occupation – [•], by nationality – [•], working for gain at [•], having personal PAN No. [•], as authorised signatory, duly authorised *vide* resolution/letter of authority dated [•] (hereinafter referred to as the “**Promoter/Developer**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and assigns) of the **SECOND PART**;

**AND**

**MR./MS. [•]** (Aadhar No. [•]), son/daughter/wife of [•], aged [•] years, by occupation – [•], by nationality [•], having his/her permanent residence at [•] and having PAN No. [•], \*through his/her duly constituted power of attorney holder/guardian [•] (hereinafter singly/ jointly referred to as the “**Allottee**”, which expression shall, unless excluded by the context or otherwise, include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

**OR**

[•], a company incorporated under the provisions of the [Companies Act, 1913/Companies Act, 1956/Companies Act, 2013]\*, with its registered office at [•] and having PAN No. [•] and CIN No. [•], represented herein by Mr./Ms. [•] (Aadhar No. [•]), son/daughter of Mr./Ms. [•], by nationality - Indian, aged [•] years, having PAN No. [•], duly authorised *vide* board resolution dated [•] (hereinafter referred to as the “**Allottee**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**.

(\* *strike off the description which is not applicable*)

**OR**

[•], a partnership firm/limited liability partnership registered under the [Indian Partnership Act, 1932/Limited Liability Partnership Act, 2008]\*, having its principal place of business at [•] and having PAN No. [•], represented herein by its authorised partner Mr./Ms. [•] (Aadhar No. [•]), son/daughter

of Mr./Ms. [•], Indian, aged [•] years, having PAN No. [•], duly authorised *vide* resolution dated [•] (hereinafter referred to as the “**Allottee**”, 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 the heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) of the **THIRD PART**.

(\* *strike off the description which is not applicable*)

**OR**

**MR. [•]** (Aadhar No. [•]), son of Mr. [•], Indian, aged [•] years, having PAN No. [•], for self and as the Karta of the Hindu Joint Mitakshara Family known as [•] HUF, having its place of business/ residence at [•] and having PAN No. [•] (hereinafter referred to as the “**Allottee**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

The Lessor, the Promoter and the Allottee are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

**WHEREAS:**

- I. The Governor of the State of West Bengal was satisfied that land was needed by the State of West Bengal for implementation of a housing development scheme at Asansol for the benefit of the public at large (commonly known as ‘Kanyapur Satellite Township Project’), in the villages of Gopalpur, Garui, Kumarpur, Sitla, Gobindapur, Nadiha, Palasdiha and Dakshin Dadkha, within jurisdiction list Nos. 4, 3, 6, 8, 7, 2 and 15, Police Station – Asansol, Pargana - Shergarh in the District of Burdwan;
- II. For fulfilling such public purpose, various declarations were published in the Calcutta Gazette in terms of Section 4 of the Land Acquisition Act, 1894, *vide* notifications Nos. 17782, 17784 and 17786 L.A. dated October 10, 1963 on November 21, 1963;
- III. Subsequently various declarations were also published in the Calcutta Gazette in terms of Section 6 of the Land Acquisition Act, 1894 and Section 3(1) of Act XVIII of 1885 on February 4, 1965 *vide* declaration No. 23068 LA dated December 30, 1964, on July 21, 1966 *vide* declaration No. 11118 LA dated June 30, 1966, and on October 17, 1968 *vide* declaration No. 11796 dated September 5, 1968;
- IV. The said land was ultimately acquired by the Housing Department, Government of West Bengal, for setting up a housing development scheme at Asansol in the periphery of Asansol Town in the District of Burdwan;
- V. The State of West Bengal by virtue of the acquisition proceedings thus became seized and possessed of and otherwise well and truly entitled to 891.25 (eight hundred and ninety one point two five) acres of land more fully described in the declarations hereinbefore recited;
- VI. Permissive possession of 312.92 (three hundred and twelve point nine two) acres of land out of the said 891.25 (eight hundred and ninety one point two five) acres of land acquired by the State of West Bengal was handed over by the Office of the Assistant Engineer, Housing

Construction Sub-Division No. XIV, Government of West Bengal to Asansol Durgapur Development Authority (hereinafter referred to as the “**ADDA**”) on June 4, 1997;

- VII. By an indenture dated April 29, 2008 executed by and between the Governor of the State of West Bengal and the ADDA, the Government of West Bengal sold and conveyed unto ADDA 151.04 (one hundred and fifty one point zero four) acres of land, as more fully described in the schedule therein contained;
- VIII. ADDA is therefore the absolute owner of the land more fully described in the schedule to the indenture dated April 29, 2008 and is absolutely seized and possessed thereof;
- IX. By an agreement dated December 11, 2000 (hereinafter referred to as the “**Joint Venture Agreement**”), Shristi Infrastructure Development Corporation Limited (hereinafter referred to as “**SIDCL**”) and the ADDA, acting on behalf of the Governor of the State of West Bengal, agreed to participate in shareholding and management of a proposed joint venture company for the purpose of carrying on the business of infrastructure development and urban structure development works, on the terms and conditions mentioned therein;
- X. Pursuant to the said Joint Venture Agreement, a joint venture company namely ‘Bengal Shristi Infrastructure Development Limited’ (the Promoter herein), was incorporated;
- XI. By a memorandum of understanding dated June 25, 2004, SIDCL, the Lessor and the Promoter jointly modified certain terms and conditions of the Joint Venture Agreement;
- XII. ADDA executed a development agreement dated July 5, 2004 (hereinafter referred to as the “**Development Agreement**”) in favour of the Promoter in respect of land admeasuring 89.67 (eighty nine point six seven) acres more fully described in the **First Schedule** hereunder written (hereinafter referred to as the “**Entire Land**”) for construction of *inter alia* an integrated township called “**Shristinagar**” thereon, on terms of and conditions more fully and particularly described in the said Development Agreement. Promoter had undertaken to develop integrated Township on Entire Land and apart from the Project as defined hereunder the Promoter proposes to develop in different phases the other building and structures of the integrated township/Shristinagar (“**Other Components**”);
- XIII. ADDA and the Promoter have entered into a supplemental development agreement dated July 27, 2010, whereby for easy mode of constructional operation, Shristinagar has been divided into several phases and the Promoter herein started development work of an area of 21.478 (twenty one point four seven eight) acres comprised in the Entire Land, being ‘Phase II’ of Shristinagar, more fully and particularly described in **Second Schedule** hereunder written (hereinafter referred to as the “**Phase II Land**”).
- XIV. ADDA has further executed a registered power of attorney, which was registered in the office of ADSR, Asansol, District – Burdwan being Book No. I, CD Volume No. 27, Pages 1967 to 2001, being No. 9477 of the year 2010, on September 9, 2010 in favour of the Promoter, thereby appointing the Promoter as its true and lawful attorney and agent to execute and perform or cause to be done the acts, deeds, matters and things as stated therein;
- XV. In pursuance of the aforesaid, the Promoter has (a) taken possession of the Phase II Land from the Lessor; and (b) paid the agreed consideration as a premium;

- XVI. Subsequently, the Promoter demarcated a portion of the Phase II Land admeasuring an area of about [•] ([•]) acres (hereinafter referred to as the “**Said Land**” and more fully and particularly described in the **Third Schedule** written hereunder and delineated and demarcated in red colour in plan annexed hereto as Annexure – A) for the purpose of building thereon a residential project comprising two Towers i.e. Tower I and II each consisting of 48 two bedroom and 48 three bedroom apartments aggregating to 192 Apartments together with car parking spaces, common areas, amenities and facilities collectively known as SANGATI PHASE I (hereinafter referred to as the “**Project**”);
- XVII. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land, on which the Project is to be constructed, have been completed;
- XVIII. The Promoter has obtained the sanctioned building plan / master plan bearing Memo No. [•] dated [•] for the Project and also for the apartments from the Asansol Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other Applicable Laws;
- XIX. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on [•] under registration no. [•];
- XX. The Allottee had applied for an apartment in the Project *vide* application No. [•] dated [•] and has been allotted type [•], apartment no. [•] having Carpet Area of [•] square feet, exclusive balcony having an area of [•] square feet and exclusive terrace having an area of [•] square feet, and Super Built Up Area of [•] square feet, on [•] floor in Tower No. [•] (“**Building**”), along with car parking space admeasuring approximately [•] square feet in [•] and a *pro rata* leasehold interest in the Common Areas (hereinafter collectively referred to as the “**Apartment**” and as more fully and particularly described in the **Fourth Schedule** written hereunder, with the floor plan of the apartment delineated and demarcated in green colour in the plan annexed hereto as Annexure – B);
- XXI. On or before execution of this Agreement, the Allottee has examined or caused to be examined the following and the Allottee has fully satisfied himself/itself as to:
- (a) the floor plan, area and other dimensions and specifications of the Apartment;
  - (b) the layout plan and sanctioned plan of the Project and the Building;
  - (c) the workmanship and materials used in construction of the Project;
  - (d) the amenities, facilities and Common Areas of the Project; and
  - (e) the terms, conditions, covenants, stipulations, restrictions, reservations, and obligations, subject to which this Agreement is being executed with regard to the Apartment;
- and the Allottee has further agreed, represented and undertaken not to raise any objection or demand and/or claim for compensation and/or damage in respect thereof in any manner or on any ground whatsoever or howsoever;
- XXII. The Parties have gone through all the terms and conditions set out in this Agreement and have understood the mutual rights and obligations detailed herein;
- XXIII. 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;

- XXIV. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all Applicable Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter; and
- XXV. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Lessor and the Promoter hereby agree to grant to the Allottee a lease of 99 (ninety nine) years in respect of the Apartment as specified in Recital XX above, and the Lessee has agreed to accept a lease of 99 (ninety nine) years in respect of the said Apartment.

**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. **DEFINITIONS AND PRINCIPLES OF INTERPRETATION**

1.1 **Definitions**

In addition to terms separately defined in this Agreement the following terms, words and expressions shall, unless the context otherwise requires, have the respective meanings assigned to them herein:

“**Act**” shall mean the West Bengal Housing Industry Regulation Act, 2017;

“**ADDA**” shall mean Asansol Durgapur Development Authority;

“**Agreement**” shall mean this agreement to lease including any schedules and annexures attached hereto or incorporated herein by reference;

“**Apartment**” shall have the meaning ascribed to such term in Recital XX of this Agreement and which is more fully and particularly described in the **Fourth Schedule** written hereunder and delineated and demarcated in Annexure – B hereto;

“**Applicable Laws**” shall mean and include all applicable laws, statutes, enactments, acts of legislature or parliament, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, orders, binding actions etc. of any governmental authority, tribunal, board, court, as updated or revised or amended from time to time, as applicable to the Project and Shristinagar;

“**Association**” shall have the meaning ascribed to such term in Clause 9.1 of this Agreement;

“**Booking Amount**” have the meaning ascribed to such term in Clause 3.6 of this Agreement;

“**Building**” shall have the meaning ascribed to such term in Recital XX of this Agreement;

“**Carpet Area**” shall mean the net usable floor area of an apartment, 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 apartment;

“**Claim**” shall have the meaning ascribed to such term in Clause 14.1 of this Agreement;

“**Club**” shall have the meaning ascribed to such term in Clause 10.1 of this Agreement;

“**Co-Lessees**” or “**Co-Occupiers**” shall mean person or persons, who has/have leasehold interest and/or are occupying a residential unit in the Project and shall include personnel of the Lessor or the Promoter or the Association or the Facility Management Company or any of their respective sub-contractors, who are residing or occupying a premises within the Project;

“**Common Areas**” shall mean the common areas (as defined under Applicable Laws) of the Project, which are more fully and particularly described in the **Fifth Schedule** hereunder written;

“**Common Charges and Expenses**” shall mean the costs, expenses and charges related to maintenance, management, upkeep of the Common Areas and provision of facilities and amenities in the Project, including but not limited to the charges and expenses listed out in the **Sixth Schedule** written hereunder and which would have to be shared proportionately between the Co-Lessees/Co-Occupiers of the Project;

“**Corpus Deposit**” shall have the meaning ascribed to such term in Clause 9.5 of this Agreement;

“**Development Agreement**” shall have the meaning ascribed to such term in Recital XII of this Agreement;

“**Entire Land**” shall have the meaning ascribed to such term in Recital XII of this Agreement;

“**Facility Management Company**” shall have the meaning ascribed to such term in Clause 9.8 of this Agreement;

“**FEMA**” shall mean the Foreign Exchange Management Act, 1999;

“**Force Majeure**” shall have the meaning ascribed to such term in Clause 6.1.1 of this Agreement;

“**Ground Rent**” shall have the meaning ascribed to such term in Clause 3.13 of this Agreement;

“**Handover Date**” shall have the meaning ascribed to such term in Clause 9.4 of this Agreement;

“**Indemnified Parties**” shall have the meaning ascribed to such term in Clause 14.1 of this Agreement;

“**Indemnifying Party**” shall have the meaning ascribed to such term in Clause 14.1 of this Agreement;

“**Joint Venture Agreement**” shall have the meaning ascribed to such term in Recital IX of this Agreement;

“**Lease Deed**” shall have the meaning ascribed to such term in Clause 7.1 of this Agreement;

“**Lease Term**” shall have the meaning ascribed to such term in Clause 2.1 of this Agreement;

“**Losses**” shall have the meaning ascribed to such term in Clause 14.1 of this Agreement;

“**Outgoings**” shall have the meaning ascribed to such term in Clause 12.1.7 of this Agreement;

“**Payment Plan**” shall have the meaning ascribed to such term in Clause 3.4 of this Agreement;

“**Phase II Land**” shall have the meaning ascribed to such term in Recital XIII of this Agreement;

“**Possession Date**” shall have the meaning ascribed to such term in Clause 6.2.2 of this Agreement;

“**Project**” shall have the meaning ascribed to such term in Recital XVI of this Agreement;

“**Rules**” shall mean the West Bengal Housing Industry Regulation Rules, 2018;

“**Said Land**” shall have the meaning ascribed to such term in Recital XVI of this Agreement and which is more fully and particularly described in the **Third Schedule** written hereunder and delineated and demarcated in Annexure – A hereto;

“**Schedule**” shall mean a schedule of this Agreement;

“**Shristinagar**” shall have the meaning ascribed to such term in Recital XII of this Agreement;

“**SIDCL**” shall mean Shristi Infrastructure Development Corporation Limited;

“**Super Built Up Area**” shall mean the built up area of the Unit together with the proportionate share in the common parts, portions and areas of the Project, as may be determined by the Promoter’s architect;

“**Total Consideration**” shall have the meaning ascribed to such term in Clause 3.1 of this Agreement; and

“**Unit(s)**” shall mean individual transferable unit capable of separate independent use and occupation and which are part of the Project constructed and developed on the Said Land.

## 1.2 **Principles of Interpretation**

In this Agreement, unless the context otherwise requires:

- 1.2.1 headings are not to be considered as part of this Agreement and they have been solely inserted for convenience and reference purposes and shall not affect the construction/interpretation of this Agreement;
- 1.2.2 words importing the singular include the plural and *vice versa*, and words importing a gender include each of the masculine, feminine and neutral gender;
- 1.2.3 reference to any enactment, whether general or specific, shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, permissions or directions at any time issued under it;
- 1.2.4 in the event of any inconsistency between the clauses of this Agreement and the schedules hereto, the clauses of this Agreement shall prevail;
- 1.2.5 a reference to any agreement or document, is a reference to that agreement or document and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, renewed or extended, from time to time, in accordance with the terms thereof;
- 1.2.6 the word "*person*" shall mean any individual, partnership, firm, corporation, joint venture, association, trust, unincorporated organization or other similar organization or any other entity and wherever relevant shall include their respective successors and assigns and in case of an individual shall include his legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being; and
- 1.2.7 the term "*or*" shall not be exclusive, the terms "*herein*", "*hereof*", "*hereto*" and "*hereunder*" and other terms of similar import shall refer to this Agreement as a whole and not merely to the specific provision where such terms may appear and the terms "*including*" and "*include*" shall be construed without limitation.

## 2. LEASE OF APARTMENT

- 2.1 In consideration hereinafter appearing and subject to the terms, conditions and covenants as set forth herein, the Lessor and the Promoter hereby agree to lease to the Allottee and the Allottee hereby agrees to take on lease from the Lessor and the Promoter, the Apartment as specified in Recital XX hereinabove, for a period of 99 (ninety nine) years from the Possession Date ("**Lease Term**"), subject to payment of the Ground Rent and the proportionate share of the Common Charges and Expenses including but not limited to the common charges and expenses mentioned in the **Sixth Schedule**, and all other Outgoings now chargeable upon or which become payable hereafter, in respect of or in connection with the said Apartment wholly and the Common Areas proportionately, to the Promoter, the Association or the Apex Body or the Facility Management Company, as the case may be, for the entire duration of the Lease Term.

## 3. TOTAL CONSIDERATION



3.1 The total consideration for lease of the Apartment based on the Carpet Area is INR [•] (Indian Rupees [•] only) (“**Total Consideration**”). The Total Consideration has been arrived at in the following manner:

Sl. No.	Description	Rate per Sq. Ft.	Amount
1.	Tower No. [•] Apartment No [•] Type [•] Floor [•] Apartment Carpet Area Exclusive Balcony Area Exclusive Terrace Area and Proportionate consideration for common areas	[Insert rate of apartment per square feet]*	[Insert Amount]
2.	Parking – 1 Parking – 2		[Insert Amount] [Insert Amount]
3.	Preferential Location Charge/Floor Rise Charges		
4.	Club membership charges		
5.	Goods and Service Tax		
6.	Common Area Maintenance charges for 12 months		
<b>Total Consideration (in INR)</b>			[Insert total consideration]

Explanation:

- (i) The Total Consideration above includes the Booking Amount paid by the Allottee to the Promoter towards the Apartment.
- (ii) The Total Consideration above includes taxes (consisting of tax paid or payable by the Promoter by way of goods and service tax and cess or any other similar taxes which may be levied, in connection with the construction of the Project, payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and the Common Areas of the Project to the Association, as the case may be, after obtaining the completion certificate.

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 competent authority, which shall include the extension of registration, if any, granted to the said Project by the competent authority, as per the Act, the same shall not be charged from the Allottee.

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated above and the Allottee shall make the payment demanded by the Promoter

within the time and in the manner specified therein. 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 Consideration for the Apartment includes recovery of premium of land, construction of not only the Apartment, but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges (as specified in Clause 9.3), etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- 3.2 It is hereby clarified that stamp duty, registration fee and mutation charges shall not be included in the Total Consideration and the same shall be paid by the Allottee as per actuals. Further, at the time of handover of possession of the Apartment, the Allottee shall pay to the Promoter a documentation charge/legal fee of [●].
- 3.3 Save as provided in this Agreement, the Total Consideration is escalation-free, except escalations/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. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, costs or levies imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation published/ issued in that behalf 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 competent authority, which shall include the extension of registration, if any, granted to the said Project by the competent authority, as per the Act, the same shall not be charged from the Allottee.
- 3.4 The Allottee shall make the payment as per the payment plan set out in the **Eighth Schedule** hereunder written ("**Payment Plan**").
- 3.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ [●]% ([●] percent) per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to the Allottee by the Promoter unless agreed upon by the Allottee.
- 3.6 The Allottee has paid a sum of INR [●] (Indian Rupees [●]) as the booking amount (being 10% (ten percent) of the Total Consideration) ("**Booking Amount**") being part payment towards the Total Consideration for the Apartment at the time of application, the receipt of which is acknowledged by the Promoter in the memo of consideration hereunder written. The Allottee hereby agrees to pay the remaining consideration for the Apartment as prescribed in the Payment Plan, as may be demanded by the Promoter within the time and in the manner specified therein. In the event that, the Allottee delays in making payment towards any amount which is payable hereunder, he/she/it shall be liable to pay interest at the rate

prescribed in Rule 18 of the Rules from the date the amount becomes due and payable. Provided that, if any charges, fees or taxes required to be paid by the Allottee in relation to the Apartment remain unpaid on the due date for such payment, such fees, charges, taxes shall be treated as unpaid consideration for the Apartment and the Promoter shall be entitled to take action for the recovery of such fees, charges and taxes.

- 3.7 The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her/it under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in his/her/its name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his/her/its payments in any manner.
- 3.8 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan or otherwise, through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of '[•]' payable at Kolkata.
- 3.9 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in FEMA, the Reserve Bank of India Act, 1934 and the rules and regulations made thereunder or any statutory amendment(s)/ modification(s) made thereof and all other Applicable Laws, including that of remittance of payment acquisition/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil 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 FEMA 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/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/it may be liable for any action under FEMA or other laws as applicable, as amended from time to time.
- 3.10 The Promoter accepts no responsibility with regard to matters specified in Clause 3.9 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the Applicable Laws. It is hereby clarified that all refunds to allottees who are resident outside India, shall be made in Indian Rupees.
- 3.11 The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the said Apartment in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only. Further, the Allottee shall continue to remain responsible for its obligations under the Agreement, including but not limited to its payment obligations, despite of a third party making payment/ remittances on behalf of the Allottee.
- 3.12 On dishonour of a cheque on any ground whatsoever, the payment for such amount shall be made by the Allottee by a demand draft/ pay order and the Allottee shall be liable to pay to the Promoter a charge of INR 500 (Indian Rupees five hundred) for every such dishonour.

3.13 In addition to the Total Consideration, the Allottee shall also pay to the Lessor, an annual rent at the rate of Re 1 (One Rupee) per square feet of the Super Built Up Area of the Apartment (“**Ground Rent**”) for the entire Lease Term payable from the year of possession or the execution of Lease Deed whichever is earlier. The Allottee hereby agrees and acknowledges that the rate at which the said ground rent is payable shall be subject to revision in accordance with the policies of the Lessor from time to time. In the event of default in payment of the Ground Rent or any part thereof as provided herein, the Allottee shall be liable to pay, in addition to the arrear in rent, interest at the rate of 10% (ten percent) per annum on the amount of Ground Rent in arrear, from the date of default till the date of payment, and the arrear along with interest payable thereon shall be realisable as a public demand under the Bengal Public Demand Recovery Act, 1913 or any statutory modification thereof for the time being in force. The Ground Rent shall be payable by the Allottee in such manner as may be notified by the Lessor to the Allottee from time to time.

#### 4. **TIME IS ESSENCE**

4.1 Time is of the 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 competent authority under the Act and towards handing over the Apartment to the Allottee and the Common Areas to the Association, as the case may be. Similarly, the Allottee shall make timely payments of the instalments and other dues payable by him/her/it and meet the other obligations under the Agreement, subject to the simultaneous completion of construction by the Promoter as provided in the Payment Plan.

#### 5. **CONSTRUCTION OF THE APARTMENT**

5.1 The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities, annexed to this Agreement, which have been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, floor area ratio and density norms and provisions prescribed by Applicable Laws in the State of West Bengal, and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

5.2 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein in the **Ninth Schedule** hereunder written (which shall be in conformity with the advertisement, prospectus etc., on the basis of which the lease is effected) in respect of the Apartment, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act or as may be required by competent authorities or due to change in law.

- 5.3 The Promoter shall not entertain any request for modification in the internal layouts, fittings/ floorings etc. of the Apartment or in the exterior facade of the Building. No reimbursement or deduction in consideration of the Apartment shall be made by the Promoter in case the Allottee is desirous (with prior written approval of the Promoter) of doing any work/ installing different fittings /floorings etc. within the Apartment, at its own cost and expense. Further, the Allottee shall not make any permanent or temporary construction in the Apartment without obtaining the prior written permission of the Promoter.
- 5.4 The Promoter shall give to the Allottee, the right to carry out interior works inside the Apartment, one (1) month prior to the proposed date of notice of possession to be given by the Promoter in accordance with the terms hereof. Provided that, the Allottee may request the Promoter to carry out such interior works, for such additional cost as may be mutually agreed by the Parties.
- 5.5 The Promoter shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the Building has been completed and the completion certificate has been granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The total consideration payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area then the Promoter shall refund the excess money paid by Allottee within 45 (forty five) days with annual interest at the rate prescribed in Rule 18 of the Rules, from the date when such an excess amount was paid by the Allottee, after deduction of such other tax/levy as may be applicable. If there is any increase in the Carpet Area, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in the **Eighth Schedule** hereunder written. All these monetary adjustments shall be made at the same rate per square feet as specified in Clause 3.1 above.
- 5.6 It is made clear by the Promoter and the Allottee agrees that the said apartment along with [•] car parking space shall be treated as a single indivisible unit for all purposes.
- 5.7 The Parties hereby agree and acknowledge that the Project is a residential project comprised within Shristinagar. Further, the Project is an independent, self-contained project covering the Said Land. Save as provided hereinabove, the Project shall not form a part of and/or be linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee and maintenance of common areas of integrated township. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project in the manner provided in this Agreement.
- 5.8 The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities have been approved by the competent authority(ies) and disclosed, except for as provided in the Act.
- 5.9 The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter is in compliance of various laws/regulations as applicable in the State of West Bengal.

## 6. POSSESSION

## 6.1 Possession Date

- 6.1.1 The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the Association, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment to the Allottee, along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on *[insert date]*, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project (“**Force Majeure**”). Except for occurrence of the events specified herein above, if the Promoter fails to complete or is unable to give possession of the Apartment to the Allottee on the date specified in this Clause 6.1.1, then the Promoter shall be in default under Clause 13.1 below and the consequences stated therein shall ensue.
- 6.1.2 If the completion of the Project is delayed due to reasons as provided in Clause 6.1.1 above, then the Allottee agrees that the Promoter shall be entitled to extension of time for delivery of possession of the Apartment, provided that such conditions/circumstances are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to reasons as provided in Clause 6.1.1 above, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 (forty five) days from the date of termination without any interest or compensation and after deduction of such other tax/levy as may be applicable at such time. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she/ it shall not have any rights, claims, etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

## 6.2 Procedure for Taking Possession

- 6.2.1 The Promoter, upon obtaining the completion certificate or the occupancy certificate, as the case may be, from the competent authority and upon receiving all payments from the Allottee as per this Agreement, shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement, such possession to be taken by the Allottee within two (2) months from the date of issue of the completion certificate or the occupancy certificate, as the case may be. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.
- 6.2.2 The Allottee shall take possession of the Apartment within [●] ([●]) days of the written notice from the Promoter to the Allottee intimating that the said Apartment is ready for use and occupancy (the actual date on which the Allottee takes possession of the Apartment, or, the [●]th ([●]) day from the date of such notice by the Promoter, whichever is earlier, shall hereinafter be referred to as the “**Possession Date**”). The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/Association, as the case may be after the issuance of the completion certificate for the Project, in accordance

with the provisions of this Agreement. The Promoter shall also hand over the occupancy certificate of the Apartment, if any, to the Allottee at the time of lease of the same.

- 6.2.3 It is further clarified that physical possession of the Apartment shall be withheld till all dues are cleared by the Allottee in respect of the Apartment, at the cost of the Allottee.
- 6.2.4 The Promoter agrees to pay all outgoings 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 and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage, loan and interest thereon before transferring the Apartment to the Allottee, 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.

### 6.3 **Failure of Allottee to take Possession**

- 6.3.1 Upon receiving a written intimation from the Promoter as per Clause 6.2 above and subject to all outstanding amounts being paid by the Allottee, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and as may be required, and the Promoter shall give possession of the Apartment to the Allottee.
- 6.3.2 In case the Allottee fails to take possession of the Apartment within the time period specified in Clause 6.2.2 above, then without prejudice to any other rights or remedies of the Promoter: (a) the Allottee shall continue to be liable to pay the Common Charges and Expenses and the Outgoings as specified in this Agreement;

### 6.4 **Cancellation by Allottee**

- 6.4.1 The Allottee shall have the right to cancel/withdraw his/ her/ its allotment in the Project as provided in the Act. Provided that, where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein shall be entitled to forfeit the Booking Amount and the interest liabilities, together with deduction of such other tax/levy as may be applicable at the time of such withdrawal by the Allottee. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty five) days of such cancellation. Such refund shall be made without any interest or compensation.
- 6.4.2 Upon withdrawal or cancellation of allotment by the Allottee under this Agreement, the Promoter shall have the right to re-allot the Apartment to any

third party thereafter and the prior allotment in favour of the Allottee will stand cancelled. All rights of the Allottee under any allotment letter issued or this Agreement shall also stand terminated.

#### 6.5 **Compensation for defective title**

6.5.1 The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the Said Land, on which the Project is being developed or has been developed, in the manner as provided under the Act 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.

#### 7. **LEASE**

7.1 The Lessor and the Promoter, on receipt of Total Consideration for the Apartment as per Clause 3.1 of the Agreement, together with interest (if any), and all other dues and deposits etc., from the Allottee, shall execute a lease deed and transfer leasehold interest in the Apartment, together with proportionate indivisible leasehold interest in the Common Areas (hereinafter referred to as the "**Lease Deed**"), within three (3) months from the date of issuance of the occupancy certificate or the completion certificate as the case may be, to the Allottee. The salient terms of the Lease Deed have been set forth in the **Tenth Schedule** hereunder written. The Allottee will be required to pay the entire stamp duty, registration charges and other taxes and charges as may be levied by the government or other authority from time to time and as applicable at the time of registration, as well as other related charges, as may be determined by the Promoter, in addition to all prior deposits /payments made by the Allottee(s). Such amount shall be deposited by the Allottee(s) within the period to be specified by the Promoter. However, in case the Allottee fails to deposit the stamp duty and/or registration charges and all other incidental and legal expenses, etc. so demanded within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the Lease Deed in his/her/its favour till full payment of all dues and stamp duty and registration charges to the Promoter is made by the Allottee.

#### 8. **DEFECT LIABILITY**

8.1 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 Promoter as per this Agreement relating to the Apartment, is brought to the notice of the Promoter by the Allottee, within a period of five (5) years by the Allottee, from the date of handing over of possession to the Allottee, the Promoter shall be responsible to rectify such defects without further charge within 30 (thirty) days and in the event of the Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided in the Act. Provided that, the Promoter shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Allottee or any authority or third party over whom the Promoter has no control or any defect or deficiency which is not attributable to the Promoter. Provided further that, the Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in a structural defect.

8.2 Notwithstanding anything stated hereinabove, the Promoter shall not be liable for defects pertaining to the following:



- 8.2.1 Equipment (including but not limited to, lifts, generators, motors, sewerage treatment plants, transformers and gym equipment) which carry manufacturer's guarantees for a limited period;
- 8.2.2 Fittings relating to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear;
- 8.2.3 Allowable structural and other deformations including expansion quotient; and
- 8.2.4 Works such as painting, which are subject to wear and tear.

## 9. FORMATION OF ASSOCIATION

- 9.1 The Promoter shall, in accordance with Applicable Laws, call upon the respective lessees of units in the Project to form an association ("**Association**") which can be a joint association in common with other adjoining phases, and it shall be incumbent upon the Allottee to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Association shall be bound to form a common maintenance body with all similar associations of all blocks/ buildings in the Other Components of the integrated township/Shristinagar for supervision of maintenance of the facilities common for occupants of the integrated township/Shristinagar ("**Apex Body**"). The Allottee shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of leasehold interest in the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Allottee hereby authorizes the Promoter to take all necessary steps in this connection on his/her/their/its behalf, and further the Allottee shall comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.
- 9.2 Each Unit in the Project shall represent one (1) share, irrespective of the number of persons holding such Unit and irrespective of the same person holding more than one (1) Unit. Further, in the event a Unit is held by more than one (1) person, then the person whose name first appears in the nomenclature of this Agreement as the Allottee shall only be entitled to become a member of the Association. In the event that the Allottee is a minor, the local guardian of such minor shall become a member of the Association. A tenant or licensee of the Allottee shall not be entitled to become a member of the Association.
- 9.3 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association upon the issuance of the completion certificate or the occupancy certificate, as the case may be, of the Project as provided in this Agreement. The cost of such maintenance has been included in the Total Consideration payable for the Apartment.
- 9.4 Upon formation of the Association, obtaining of the occupancy certificate and handing over of physical possession of the apartments to all the Allottees, the Promoter shall handover the Common Areas, together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the "**Handover Date**"). On and from the Handover Date, the

Association shall *inter alia* become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured/obtained/ entered into by the Promoter and the Association and /or Apex Body shall take the responsibility for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Promoter, and the Promoter shall immediately stand discharged of any liability and/or responsibility in respect thereof, and the Allottee and the Association shall keep each of the Promoter, the Lessor and the Facility Management Company fully safe, harmless and indemnified in respect thereof.

- 9.5 The Allottee agrees and undertakes to deposit INR [●] (Indian Rupees [●]) as a non-interest bearing security deposit with the Promoter, which deposit shall be pooled into a corpus deposit ("**Corpus Deposit**"). The Allottee further agrees and acknowledges that such Corpus Deposit shall be handed over to the Association and/or Apex Body by the Promoter, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Allottee and the several Co-Lessees of the Project to the Promoter, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association /Apex Body on behalf of and on account of the Allottee and the several Co-Lessees of the Project *inter alia* as a sinking fund. The Allottee undertakes to make good and pay to the Association /Apex Body all such amounts that may be deducted/adjusted as aforesaid by the Promoter as due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee. Further, it is hereby agreed that the Promoter shall not be held liable, in any manner whatsoever, for any shortfall in the Corpus Deposit due to the above adjustments or otherwise after the handover of the Corpus Deposit by the Promoter to the Association /Apex Body and the Allottee and the Association and/or Apex Body shall jointly and severally keep the Promoter indemnified for the same.
- 9.6 In case of failure of the Allottee to pay the Common Charges and Expenses on or before the due date, the Allottee authorises the Promoter or the Association or the Apex Body, as the case may be, to adjust such outstanding amounts from the Corpus Deposit. The Allottee hereby agrees and undertakes to bear all taxes that may be levied on the Promoter on account of making such adjustments and/or on account of the Promoter transferring/handing over the Corpus Deposit to the Association/ Apex Body. On any such adjustments being made from the Corpus Deposit, the Allottee hereby undertakes to make good the resultant shortfall in the Corpus Deposit within 15 (fifteen) days of a demand made by the Association/Apex Body with respect thereto.
- 9.7 The Promoter and/or the Association and/or Apex Body, as the case may be, shall be entitled to invest the Corpus Deposit in such securities and in such manner as the Promoter and/or Association and/or the Apex Body, as the case may be, may think fit and apply the income for the purpose of repairs, maintenance, security and upkeep of the Project and such payment towards the Corpus Deposit shall not absolve the Allottee of its obligation to pay the applicable maintenance charges in terms of this Agreement.
- 9.8 The Allottee hereby confirms and undertakes that the maintenance, management, upkeep and administration of the Common Areas and the other facilities, amenities and services being provided in the Project, and the collection of the maintenance, management charges, etc. including Common Charges and Expenses from the lessees/occupiers of the apartments comprised in the Project, shall be carried out by a professionally qualified property management company ("**Facility Management Company**"). The Allottee, hereby agrees to

execute a tripartite agreement with the Facility Management Company and the Association and / or Apex Body, as may be intimated by the Promoter.

- 9.9 The Allottee acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building, the Project and/or Shristinagar by the Promoter or the Association or the Facility Management Company or the Apex Body, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations.
- 9.10 The Allottee expressly agrees and acknowledges that it is obligatory on the part of the Allottee to regularly and punctually make payment of the proportionate share of the Common Charges and Expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the Co-Lessees and/or Co-Occupiers in the Project.
- 9.11 Further, the Allottee agrees and undertakes to pay all necessary deposits/charges to the Promoter or the Association or the Apex Body or the Facility Management Company, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoter or the Association or the Apex Body or the Facility Management Company, as the case may be, each within such timelines as may be prescribed by the Promoter or the Association or the Apex Body or the Facility Management Company, as the case may be.
- 9.12 Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Promoter or the Association or the Apex Body or the Facility Management Company is not paid within 2 (two) months from the date of the notice in this regard, the Promoter or the Association or the Apex Body or the Facility Management Company, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.

## 10. CLUB FACILITIES

- 10.1 The Promoter has set up a recreational club in the name and style of 'Club Odyssey' within Shristinagar (the "Club"). The Club shall be managed by the Promoter, either by itself or through an agency/body which shall be responsible for the upkeep, operation and running of the Club.
- 10.2 It shall be mandatory for the Allottee to take membership of the Club by making payment of a non-refundable admission fee of INR 2,00,000 (Indian Rupees two lakhs) (excluding taxes), in the manner prescribed in the Payment Plan.
- 10.3 The operational costs/charges of the Club shall be paid by the Allottee in advance as subscription charges which shall be determined by the Promoter at the time of handing over of possession of the Apartment. The annual subscription charges for the 1<sup>st</sup> (first) year shall be paid at the time of handing over of possession of the Apartment. The annual/monthly subscription charges for the 2<sup>nd</sup> (second) year onwards shall be paid by the Allottee as per the invoices raised by the Promoter or its nominee, as the case may be. The Allottee shall bear the taxes as applicable on such subscription charges. In case of default by the Allottee in making the payment of Club subscription charges for two (2) consecutive months, the

Promoter or its nominee, as the case may be, shall be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.

- 10.4 It is expressly made clear that in case the Apartment is transferred in favour of a transferee the membership will automatically stand transferred in favour of the transferee and the membership of the transferor to the Club shall cease. It is hereby clarified that the Club membership can only be used by the Allottee, his/her spouse and two (2) dependent children below the age of 18 (eighteen) years or dependent parents.
- 10.5 Some of the facilities at the Club shall be available free of cost while others will be on a “pay and use” basis. The rights and obligations of the Allottee as a member of the Club and the detailed terms and conditions of membership, different charges, and rules and regulations governing use of the Club facilities will be formulated in due course and circulated to all members. The Allottee agrees, undertakes and covenants to abide by such rules and regulations and make payment of all periodic subscriptions and other expenses relating thereto.
- 10.6 On failure of the Allottee to regularly pay the charges, subscription, etc. in respect of the Club, the Promoter or its nominee, as the case may be, shall be entitled to restrict the Allottee’s entry to the Club and withdraw all the privileges of the Club to the Allottee, and the Allottee hereby gives his/her/its unfettered consent to the same.
- 10.7 For the avoidance of doubt, it is hereby clarified that, the Club premises, and the buildings and equipment comprised therein, shall form part of the common areas of Shristinagar and not of any individual projects/phases comprised therein. However, the right to use and enjoy the facilities of the Club shall be restricted to only those allottees who shall become members of the Club.

## 11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

- 11.1 The Promoter hereby represents and warrants to the Allottee as follows:
- 11.1.1 the Promoter has the requisite rights to carry out development upon the Said Land and has the absolute, actual, physical and legal possession of the Said Land for the Project;
- 11.1.2 the Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- 11.1.3 there are no encumbrances upon the Said Land or the Project, except for [●];<sup>1</sup>
- 11.1.4 there are no litigations pending before any court of law or competent authority with respect to the Said Land, Project or the Apartment, save and except [●];
- 11.1.5 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 Promoter has been

and shall, at all times, remain in compliance with the Applicable Laws in relation to the Project, Said Land, Building, Apartment and Common Areas;

- 11.1.6 the Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
  - 11.1.7 the Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Land, including the Project and the said Apartment which will, in any manner, affect the rights of the Allottee under this Agreement;
  - 11.1.8 the Promoter confirms that the Promoter is not restricted in any manner whatsoever from leasing the said Apartment to the Allottee in the manner contemplated in this Agreement;
  - 11.1.9 at the time of execution of the Lease Deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the Association;
  - 11.1.10 the Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
  - 11.1.11 the Promoter has duly paid and shall continue to pay and discharge all undisputed 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 certificate or the occupancy certificate, as the case may be, has been issued and possession of Apartment, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association, respectively; and
  - 11.1.12 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 Land) has been received by or served upon the Promoter in respect of the Said Land and/or the Project, which is subsisting.
- 11.2 The Promoter's representations and warranties are qualified and limited by any information:
- 11.2.1 disclosed to the Allottee by the Promoter or its representatives; and/or
  - 11.2.2 which is otherwise within the knowledge of the Allottee.
- 11.3 Subject to any Applicable Law to the contrary and except as provided in Clause 11.1 above, all terms, conditions, representations, warranties and statements, whether express, implied, written, oral, collateral, statutory or otherwise, are excluded.

## 12. COVENANTS & RIGHTS OF THE ALLOTTEE

- 12.1 The Allottee, with intention to bring all persons into whosoever's hands the Apartment may come, hereby covenants and agrees with the Lessor and the Promoter as follows:
- 12.1.1 that the Allottee shall observe, perform and fulfil the covenants, stipulations, restrictions and obligations required to be performed by the Allottee herein, including but not limited to those mentioned in the **Seventh Schedule** hereunder written;
  - 12.1.2 that the Allottee has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually and in a timely manner;
  - 12.1.3 that the Allottee's leasehold right at all times shall be limited to the Apartment and the Association's leasehold right at all times shall be limited to the Common Areas, and the Allottee and the Association shall neither have nor claim any manner of right, title and/or interest over or in respect of any other part or portion of any other areas, i.e. areas and facilities falling outside the Project, and the remaining part and portion of Shristinagar shall not form a part of the declaration to be filed with the concerned competent authority in accordance with Applicable Laws;
  - 12.1.4 that, on and from the Possession Date, the Allottee shall at all times make timely payment of the proportionate Common Charges and Expenses to the Promoter or the Association or the Apex Body or the Facility Management Company, as the case may be, in the manner and at such intervals and at such rates as may be decided by the Promoter or the Association or the Apex Body or the Facility Management Company, as the case may be, failing which the Promoter or the Association or the Apex Body or the Facility Management Company, as the case may be, shall be entitled to take such action as it may deem fit;
  - 12.1.5 that the Common Charges and Expenses shall be proportionately divided amongst the Co-Lessees and/or Co-Occupiers of the Project, in such manner as may be decided by the Promoter or the Association or the Apex Body or the Facility Management Company, as the case be, from time to time in this regard;
  - 12.1.6 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, including but not limited to the Common Charges and Expenses as determined and thereafter billed by the Promoter or the Association or the Apex Body or the Facility Management Company, as the case maybe, and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the Promoter or the Association or the Apex Body or the Facility Management Company, as the case maybe, from time to time;
  - 12.1.7 that the Allottee shall bear and pay all the municipal taxes, rates, levies, surcharge, deposits including security deposits, assessments, together with interest thereon and all other outgoings (hereinafter referred to as "**Outgoings**") related to the Apartment on and from the Possession Date. However, so long as the Apartment is not separately assessed for municipal taxes, rates, levies surcharges and other outgoings, the Allottee shall be liable to and will pay his/her/its proportionate Outgoings attributable to the Apartment to the Promoter or the Association or the

Apex Body or the Facility Management Company, as the case may be. Further, on and from the Possession Date, the Allottee shall be liable to pay proportionately all Outgoings for the Common Areas on the basis of bills to be raised by the Promoter or the Association or the Apex Body or the Facility Management Company, as the case may be, such bills being conclusive proof of the liability of the Allottee in respect thereof;

- 12.1.8 that the Allottee shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Apartment in the records of the concerned authorities within a period of three (3) months from the date of registration of the Lease Deed and shall keep the Lessor and the Promoter indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Lessor and/or the Promoter due to non-fulfilment and/or non-observance of this obligation by the Allottee;
- 12.1.9 that the Allottee acknowledges and accepts that certain infrastructure, areas and facilities of the Project are being shared by the co-lessees and co-occupiers of all components of Shristinagar, and the Allottee shall not raise any objection and impediment to the same; and the Allottee shall, and shall ensure that the Association shall, sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for sharing of such infrastructure, areas and facilities;
- 12.1.10 that the Allottee has fully understood that Shristinagar is being constructed and/or developed in phases and the Allottee hereby agrees and undertakes that the Promoter or its nominees shall be at liberty at all times to construct the remaining parts and portions of Shristinagar and the Allottee shall absolutely be precluded from objecting in any manner or from causing any obstructions, obstacles, impediments, hindrances of any nature whatsoever to such constructions and/or development of the remaining parts and portions of Shristinagar;
- 12.1.11 that the Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Lessor, Promoter, the Association or the Facility Management Company;
- 12.1.12 that wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Co-Lessees in the Project, the same shall be in the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Project;
- 12.1.13 that the Allottee shall use the Apartment or any part thereof or permit the same to be used only for residential purposes. Further, the Allottee shall use the garage or parking space only for the purpose of keeping or parking vehicles;
- 12.1.14 that the Allottee agrees that the Promoter, the Association and the Facility Management Company, shall have the right of unrestricted access to all Common Areas, garages/parking spaces and other areas of the Project, for providing necessary maintenance services and/or carrying out electrical, plumbing and other works either over-ground or under-ground, as may be required for the Project or Shristinagar, and the Allottee agrees to permit the Promoter, the Association or the

Apex Body or the Facility Management Company to enter into the Apartment or any part thereof, after due notice and during normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect; and

- 12.1.15 that the Allottee hereby accepts, confirms and declares that the covenants of the Allottee as contained in this Agreement shall (A) run throughout the Lease Term; and (B) bind the Allottee and his/its successors-in-title or interest and that the Allottee shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Agreement.
- 12.2 The Parties hereby expressly agree that this Agreement is being executed by the Lessor and the Promoter on the understanding that the aforementioned covenants shall be strictly adhered to and performed by the Allottee. The Allottee further agrees, confirms, declares and undertakes that considering the size and scale of the Project, the terms and conditions as set forth herein are necessary and reasonable in order to protect the interest and rights of all the Co-Lessees and/or Co-Occupiers of the Project.
- 12.3 Subject to the provisions of Clauses 13.3 and 13.4 below, the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
- 12.3.1 the Allottee shall have exclusive leasehold right over the Apartment;
- 12.3.2 the Allottee shall also have undivided proportionate leasehold right in the Common Areas. Since the interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other Co-Lessees and/or Co-Occupiers of the Project, maintenance staff, etc. without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the Association after duly obtaining the completion certificate or the occupancy certificate, as the case may be, from the competent authority as per Applicable Laws; and
- 12.3.3 the Allottee has the right to visit the Project site to assess the extent of development of the Project and his apartment.

### 13. **EVENTS OF DEFAULTS AND CONSEQUENCES**

- 13.1 Subject to the provisions of this Agreement and subject to the Allottee making timely payments hereunder and save and except for the events specified in Clause 6.1.1 above, the Promoter shall be considered under a condition of default in the following events:
- 13.1.1 the Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 6.1.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the competent authority under the Act. For the purpose of this Clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which completion certificate or the occupancy certificate, as the case may be, has been issued by the competent authority; or



- 13.1.2 discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.
- 13.2 In case of default by the Promoter under the conditions listed above, the Allottee shall be entitled to the following:
- 13.2.1 stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter shall the Allottee be required to make the next payment without any interest; or
- 13.2.2 the Allottee have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards lease of the Apartment, along with interest at the rate prescribed in Rule 18 of the Rules within 45 (forty five) days of receiving the termination notice.
- Provided that, where the Allottee does not intend to withdraw from the Project or terminate the Agreement, he/she/it shall be paid, by the Promoter, interest at the rate prescribed in Rule 18 of the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty five) days of the same becoming due.
- 13.3 The Allottee shall be considered to be under a condition of default, in case the Allottee fails to make payment for two (2) consecutive demands made by the Promoter as per the Payment Plan, of any amount due and payable by the Allottee under this Agreement (including his/her/its proportionate share of taxes, levies and other outgoings) despite having been issued notice in that regard. In such event the Allottee shall be liable to pay to the Promoter, interest at the rate prescribed in Rule 18 of the Rules, on all unpaid amounts from the date the amount is payable by the Allottee.
- 13.4 Without prejudice to the right of the Promoter to charge interest in terms of Clause 13.3 above, in case the default by the Allottee under Clause 13.3 above continues for a period beyond three (3) consecutive months after first notice from the Promoter in this regard, the Promoter, at its own option, may terminate this Agreement and refund the money paid to the Promoter by the Allottee after deducting the Booking Amount and the interest liabilities and after deduction of such other tax/levy as may be applicable at the time of such termination by the Promoter, and this Agreement and any liability of the Promoter shall thereupon stand terminated. Provided that, the Promoter shall intimate the Allottee about the Promoter's intention to terminate this Agreement by a written notice of at least 30 (thirty) days prior to such termination.
- 13.5 On and from the date of refund of the amount as mentioned in Clauses 13.2 and 13.4 above, as the case may be, this Agreement shall stand cancelled automatically without any further act from the Allottee and the Allottee shall have no right, title and/or interest on the said Apartment, the Project and/or the Said Land or any part or portion thereof, and the Allottee shall further not be entitled to claim any charge on the said Apartment and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.

13.6 Notwithstanding anything to the contrary stated herein, it is hereby clarified that upon termination or cancellation of this Agreement for any reason whatsoever, the Allottee shall execute such documentation, as may be reasonably requested by the Promoter, at the Allottee's cost and expense.

13.7 For the avoidance of doubt, it is hereby clarified that the Promoter shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of any refund by the Allottee in accordance with the terms of this Agreement, for any reason, including but not limited to, any delay by the Indian postal authority or due to a change in address of the Allottee (save as provided in this Agreement) or loss in transit.

#### 14. **INDEMNITY**

14.1 Each Party ("**Indemnifying Party**") hereby agrees to indemnify and save harmless the other Parties and their respective officers, directors, employees, partners and agents ("**Indemnified Parties**") promptly upon demand and from time to time against any and all losses, damages, costs, liabilities, fines, penalties, imposts, compensations paid in settlement or expenses (including without limitation, reasonable attorneys' fees and disbursements but excluding any consequential, punitive or special damages) (collectively, "**Losses**") arising out of (a) any mis-statement made by the Indemnifying Party; or (b) the failure by the Indemnifying Party to fulfill any agreement, covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement; or (c) any claim or proceeding by any third party against the Indemnified Parties arising out of any act, deed or omission of the Indemnifying Party and/or persons acting for or under the Indemnifying Party ("**Claim**").

14.2 Without prejudice to any other provision of this Agreement, the Allottee hereby agrees to not make any claim for damage and/or compensations against the Lessor or the Promoter and/or their respective nominees for the reason that (a) the Promoter intends to and may retain for itself and may not lease to others, some or substantial number of Unit(s) or other spaces in the Project or (b) the Allottee will have to bear the inconvenience, noise, sound, disturbance etc., if any caused due to the construction of the remaining part and portion of Shristinagar.

14.3 The Indemnified Parties shall be entitled to make a Claim by issuing a notice in writing to the Indemnifying Party and the Indemnifying Party shall pay an amount equal to the Losses within [•] ([•]) days from the date of such notice.

14.4 The indemnification rights of the Indemnified Parties under this Agreement are without prejudice to, independent of and in addition to, such other rights and remedies as the Indemnified Parties may have at law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished hereby.

#### 15. **MORTGAGE OR CREATION OF CHARGE**

15.1 After the Promoter executes this Agreement it shall not mortgage or create a 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 Allottee who has taken or agreed to take such Apartment.

**16. BINDING EFFECT**

16.1 Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of its receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar, as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith, including the Booking Amount, shall be returned to the Allottee, without any interest or compensation and after deduction of such other tax/levy as may be applicable at such time.

16.2 Nothing contained in this Agreement is intended to be nor shall be construed as a lease, grant, demise or assignment in law, of the said Apartment or any part thereof. The Allottee shall have no claim, save and except in respect of the Apartment hereby agreed to be leased to him/her/it, and all open spaces, parking spaces, lobbies, staircases, terraces and recreational spaces shall remain the property of the Lessor/Promoter until the same is transferred as hereinbefore mentioned.

**17. ENTIRE AGREEMENT**

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

**18. RIGHT TO AMEND**

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

**19. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES**

19.1 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.

19.2 Prior to registration of the Lease Deed for the Apartment, no assignment, sublease or alienation of interest in the Apartment in full or in part, shall be permitted or recognized by the Promoter or the Lessor except upon payment of a transfer fee @ 5% (five percent) of the Total Consideration or the consideration for such transfer, whichever is higher plus

applicable taxes, to the Promoter, provided that the Allottee has cleared all his/her dues together with interest thereon, if any, payable till the date of such proposed transfer with respect to the Apartment. Such transfer shall be subject to due diligence, approval and written acceptance of the profile of the intended transferee by the Promoter before the transfer request can be processed. Provided further that no transfer fee is payable in case of transfer to the spouse or child or parents of the Allottee or in case of joint allottees transfer by the first allottee in favour of the second allottee. It is further clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a transfer unless such joint allottee is the spouse or child or parent of the original allottee. Such transfer shall be on the execution and registration of an agreement to lease by the transferee, the Promoter and the Lessor, the costs for which shall be borne by the transferee.

19.3 For the avoidance of doubt, it is hereby clarified that, after execution and registration of a Lease Deed for the Apartment and during the Lease Term, the Allottee shall only be entitled to transfer his/her/its leasehold right and interest in the said Apartment in such manner as provided in the said Lease Deed.

## 20. **WAIVER NOT A LIMITATION TO ENFORCE**

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

20.2 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.

## 21. **SEVERABILITY**

21.1 If any provision of this Agreement shall be determined to be void or unenforceable under Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Applicable Laws or the rules and regulations made thereunder or 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.

## 22. **FURTHER ASSURANCES**

22.1 All Parties agree that they shall execute, acknowledge and deliver to the other Parties such instruments and take such other actions, in addition 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.

## 23. **PLACE OF EXECUTION**

23.1 The execution of this Agreement shall be complete only upon its execution by the Allottee, the Lessor through its authorised signatory, and the Promoter through its authorized signatory, at the Promoter’s office, or at some other place, which may be mutually agreed between the Parties in [•]. After the Agreement is duly executed by the Parties or simultaneously with the execution the said Agreement, the said Agreement shall be registered at the office of the Sub-Registrar at [•].

**24. NOTICES**

24.1 All notices to be served on the Allottee, the Promoter and the Lessor, as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter or the Lessor by registered post at their respective addresses specified below:

\_\_\_\_\_ Name of Allottee  
\_\_\_\_\_ (Address of Allottee)

M/s \_\_\_\_\_ Name of Promoter  
\_\_\_\_\_ (Address of Promoter)

M/s \_\_\_\_\_ Name of Lessor  
\_\_\_\_\_ (Address of Lessor)

24.2 It shall be the duty of each Party to inform the other Parties of any change in address subsequent to the execution of this Agreement by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by such Party.

**25. JOINT ALLOTTEES**

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

**26. STAMP DUTY & REGISTRATION**

26.1 The charges towards stamp duty and registration of this Agreement shall be borne by the Allottee.

26.2 The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

**27. GOVERNING LAW**

27.1 That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with Applicable Laws for the time being in force and courts at Kolkata shall have jurisdiction for this Agreement.

**28. DISPUTE RESOLUTION**

28.1 All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms hereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

29. **SAVINGS**

29.1 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 such Apartment, shall not be construed to limit the rights and interests of the Allottee under this Agreement or under the Act or the rules or the regulations made thereunder.

30. **COUNTERPARTS**

30.1 This Agreement shall be registered at the office of the concerned registrar of assurances. The original registered Agreement shall be with the Allottee and the Allottee shall provide a photocopy of the registered Agreement to the Promoter with 15 (fifteen) days from the date of registration of this Agreement.

31. Terms and conditions as stated herein above are not in derogation of or inconsistent with the terms and conditions set out in Annexure A of the West Bengal Housing Industry Rules, 2018 or the Act and the Rules and Regulations made thereunder.

## FIRST SCHEDULE

### **ENTIRE LAND**

ALL THAT piece and/or parcel of land measuring in total an area of 89.67 (Eighty Nine point six seven) Acres, more or less comprising of C.S. Plot No. 1709(P), 1711, 1712(P), 1713 to 1728, 1977 and 1978 of Mouza – Ganrui, J.L. No. 12, and Plot Nos. 389(P), 391(P), 392(P), 388(P), 395(P), and 396 Mouza – Gobindapur, J.L. No. 18, and Plot Nos. 368 Mouza – Gopalpur, J.L. No. 10 and Plot Nos. 3 to 5, 7,7/519,7/520, 7/521, 7/522, 7/523, 7/524, 7/525, 7/526/ 7/527, 8 to 11, 12(P), 13(P), 15(P), 16(P), 17(P), 18(P), 19, 19/390, 19/393, 19/394, 19/395, 19/396, 19/397(P), 19/399, 20, 20/402, 21(P), 46(P), 117(P),118 to 121, 121/465, 122, 123(P) Mouza – Kumarpur, J.L. No. 19. All plots under Police Station Asansol (North & South), Kanyapur Satellite Township, Sub-Registry Office – Asansol District - Burdwan within the jurisdiction of Asansol Municipal Corporation and butted and bounded as follows :

**ON THE NORTH : Land of ADDA, 60 ft wide road and Partly by Kanyapur**

**Polytechnic Collage ;**

**ON THE SOUTH : Partly KumarpurVillage and land of Eastern Railway;**

**ON THE EAST : By Central Excise Quarters and Karunamoyee Housing**

**ON THE WEST : By land of ADDA and Lunia Khal.**

## SECOND SCHEDULE

### **PHASE II LAND**

**ALL THAT** piece and parcel of land measuring 21.478 Acres approximately more or less contained in Plot Nos. 1709(P), 1711, 1712(P), 1713, 1714, 1715, 1716, 1717, 1718, 1719(P), 1720(P), 1721(P), 1977, 1978 of Mouza – Ganrui, J. L. No. 12 and Plot no. 389(P), 391(P), 388(P) of Mouza – Gobindapur, J. L. No. 18 all plots under Police Station – Asansol ( North & South ), Kanyapur Satellite Township, Sub-Registry Office – Asansol, District Burdwan within the jurisdiction of Asansol Municipal Corporation and butted and bounded as follows :

**ON THE NORTH : By Land of ADDA & Kanyapur Polytechnic**

**ON THE SOUTH : By Land of Phase 1B**

**ON THE EAST : By Land of ADDA and Road**

**ON THE WEST : By Lunia Khal.**

### **THIRD SCHEDULE**

#### **SAID LAND**

ALL THAT piece and parcel of land admeasuring [•] out of Phase II land described in Schedule II herein above, delineated and demarcated in red colour in plan annexed hereto as Annexure – A butted and bounded as follows:

**ON THE NORTH : By land of ADDA and external road.**

**ON THE SOUTH : By land of Phase II.**

**ON THE EAST : By Lunia Khal.**

**ON THE WEST : By land of Phase II for future development of Sangati.**

### **FOURTH SCHEDULE**

#### **APARTMENT**

**ALL THAT** Apartment No. [•] on [•] floor of the Tower No. [•] having Carpet Area of [•] square feet, exclusive balcony having an area of [•] square feet and exclusive terrace area of [•] square feet and Super Built Up Area of [•] square feet, comprising of [•] Bedroom, [•] Kitchen, [•] Bathroom, living cum dining, and [•], together with a *pro rata* leasehold interest in the Common Areas as described in the **Fifth Schedule** to this Agreement. The floor plan of the said apartment is delineated and demarcated in green colour in plan annexed hereto as Annexure – B.

#### **PARKING SPACE**

[[•] four-wheeler/two-wheeler parking space] admeasuring approximately [•] square feet in the [•].

### **FIFTH SCHEDULE**

#### **COMMON AREAS**

1. The Said Land.
2. Enterance lobby of the respective building.
3. All elevators and staircases of the respective building.
4. All stair and lift corridors/lobbies for each floor of the building.
5. All drive ways within the Project.
6. Drains and swers of the building and project.
7. Exterior walls of the building.
8. Electrical wiring and fittings of the common areas of the building.
9. Overhead/underground water tanks/reservoir of the building/project.



10. All common water pipes of the building / project.

#### **SIXTH SCHEDULE**

##### **COMMON CHARGES AND EXPENSES**

The expenses of the Common areas will be proportionately shared by the lessee(s) of Apartments within the Project as follows:

1. The expenses for maintenance, operation, and renovation of infrastructures of Common Areas of the Project.
2. The expenses shall, inter-alia, include the following:
  - 2.1 **Maintenance**: All expenses for maintaining, operating, repairing, renovating, upgrading, painting, rebuilding, reconstructing, decorating, replacing, amending, renewing and where appropriate cleansing of the common infrastructures and Common Areas of the Project, plantation of trees, maintaining the garden and supplying of round the clock water.
  - 2.2 **Staff**: The salaries, emoluments and all other financial benefits of the persons to be employed by the Promoter or the Association or the Apex Body or the Facility Management Company as the case may be, for managing and maintenance and security of the Common Areas, facilities, amenities and utilities of the Project.
  - 2.3 **Operational**: All expenses for running and operating, including electricity charges of the utilities and facilities of the Common Areas which shall include cost of repairing, upgrading, renovating or replacing any of them and include electricity charges.
  - 2.4 **Rates, taxes and outgoings**: All rates, levies, taxes, lease rents or fees that are to be paid by the Promoter or the Association or the Apex Body or the Facility Management Company, as the case may be, for providing the services, which are payable under any existing law or enforced under any other enactment in future.
  - 2.5 **Others**: Any other expenses incurred by the Promoter or the Association or the Apex Body or the Facility Management Company as the case may be, in respect of common areas, common portions, common amenities or facilities not specifically mentioned herein including, but not restricted to, litigation expenses.

#### **SEVENTH SCHEDULE**

##### **TERMS, CONDITIONS, COVENANTS, STIPULATIONS, OBLIGATIONS AND RESTRICTIONS TO BE OBSERVED BY THE ALLOTTEE AND/OR OCCUPIERS OF THE APARTMENT**

The terms, conditions, stipulations, obligations and restrictions that the Allottee and all persons into whose hands the Apartment may come, are bound to adhere to and observe, include but are not limited to, the following:

1. That the Allottee agrees and acknowledges that service areas located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to DG set rooms (if any), underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses and that the Allottee shall not be permitted to use the service areas in any other manner whatsoever, and the same shall be reserved for use by the Promoter, the Facility Management Company and/or the Association and/or the Apex Body, as the case may be, for rendering maintenance services;
2. That the Allottee shall co-operate with the other Co-Lessees and Co-Occupiers of the Project, the Lessor, the Promoter, the Facility Management Company and/or the Association, as the case may be, in the management and maintenance of the Apartment, Building, Project and the township and shall abide by the directions and decisions of the Lessor, the Promoter, the Facility Management Company and/or the Association and/or the Apex Body, as the case may be, as may be made from time to time in the best interest of the Apartment, Building and/or the Project and/or integrated township;
3. That the Allottee shall abide by and observe at all times the regulations framed by the Lessor, the Promoter, the Facility Management Company and/or the Association and/or the Apex Body, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the said Apartment and/or the Project and/or integrated township and shall also abide by the Applicable Laws;
4. That the Allottee shall pay to the the Promoter or the Association or the Apex Body or the Facility Management Company, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Building and/or the Project, that has been caused by the negligence and/or wilful act of the Allottee and/or any occupier of the Apartment and/or family members, guests or servants of the Allottee or such other occupiers of the Apartment;
5. That the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his 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 Applicable Laws or change or alter or make additions to the Apartment and shall keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings 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;
6. That 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 or the Apartment which may be contrary to the Lease Deed for the Apartment, or 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 Lessor or the concerned local authority and/or other public authority, as the case may be;

7. That the Allottee shall 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, the buildings therein or Common Areas;
8. That the Allottee shall 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;
9. That the Allottee shall not store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or store such goods which are objected to by the Lessor and/or the concerned local or other authority and shall take care while carrying heavy packages, which may damage or likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building and in case any damage is caused to the Building or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for making good the said damages;
10. That the Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment;
11. That 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 make any alteration in the elevation 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, parris or other structural members in the Apartment without the prior written permission of the Lessor, the Promoter, the Facility Management Company and/or the Association;
12. That the Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the Building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
13. That the Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Said Land and the building in which the Apartment is situated, other than in the area earmarked for the such purpose;
14. That the Allottee shall pay to the Promoter or the Association or the Apex Body or the Facility Management Company, as the case may be, within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Building in which the Apartment is situated;
15. That the Allottee shall bear and pay increases in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority and/or insurance company, on account of change of user of the Apartment by the Allottee to any purposes other than for purpose for which it is leased;
16. That the Allottee shall sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual

interests of the Lessor, the Promoter and other Co-Lessees and/or Co-Occupiers of the Project;

17. That the Allottee shall carry out any repair or interior or any other works in the Apartment only between reasonable hours so as not to cause any annoyance, nuisance and/or disturbance to the other Co-Lessees and/or Co-Occupiers of the Project;
18. That the Allottee shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other Co-Lessees and/or Co-Occupiers of the Project. The main electric meter shall be installed only at the common meter space in the Building or Project, as the case may be. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Project, the Said Land and outside walls of the tower(s) save and except in the manner indicated by the Lessor, the Promoter or the Association or the Apex Body or the Facility Management Company, as the case may be;
19. That the Allottee shall not sub-divide the Apartment and/or any part or portion thereof;
20. That the Allottee shall not close or permit the closing of verandahs or lounges or balconies or lobbies and common parts or portions;
21. That the Allottee shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Apartment;
22. That the Allottee shall not install grills, the design of which has not been suggested and/or approved by the Promoter or the Association or the Apex Body or the Facility Management Company or in any other manner do any other act which would affect or detract from the uniformity and aesthetics of the exterior of the Building;
23. That the Allottee shall not build, erect or put upon the Common Areas any item of any nature whatsoever;
24. That the Allottee shall not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the Building or the Project in any manner;
25. That the Allottee shall not use the Apartment or permit the same to be used for any purpose save and except exclusively for residential purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to any Co-Lessees and/or Co-Occupiers of the Project;
26. That the Allottee shall not use the Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
27. That the Allottee shall not make or permit any disturbing noises in the Apartment by the Allottee himself, his family, his invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other Co-Lessees and/or Co-Occupiers of the Project;

28. That the Allottee shall not keep in the earmarked parking space anything other than cars or two-wheeler or use the said parking space for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store articles therein;
29. That the Allottee shall not park or allow its vehicle to be parked in the pathway or open spaces in the Project or any part or portion thereof, save and except the parking space allotted to the Allottee or any other place specifically demarcated for the parking of the vehicles of visitors of Co-Lessees and Co-Occupiers of the Project;
30. That the Allottee shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building in any manner whatsoever;
31. That the Allottee shall not misuse or permit to be misused the water supply to the Apartment;
32. That the Allottee shall not change/alter/modify the name of the Building and the Project from that mentioned in this Agreement;
33. That the Allottee shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;
34. That the Allottee shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, the garage or parking space, if any, and the Common Areas;
35. That the Allottee shall not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances;
36. That the Allottee shall not install or keep or run any generator in the Apartment and the parking space, if any;
37. That the Allottee shall not throw or allow to be thrown litter on the grass planted within the Project;
38. That the Allottee shall not use the elevators in case of fire;
39. That the Allottee agrees and acknowledges that the Lessor, the Promoter, the Facility Management Company and the Association and or the Apex Body shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the Common Areas;
40. That the Allottee shall not fix or install any antenna on the roof or terrace of the Building or fix any window antenna, save and except at the spaces specifically earmarked for such purpose by the Promoter, the Facility Management Company and/or the Association or the Apex Body, as the case may be;

41. That the Allottee shall not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;
42. That the Allottee shall remain fully responsible for any domestic help or drivers employed by the Allottee and any pets kept by the Allottee;
43. That the Allottee shall not refuse or neglect to carry out any work directed to be executed in the Building or in the Apartment after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter liable for execution of such works;
44. That the Allottee is entering into this Agreement with the full knowledge of all laws, rules, regulations, notifications applicable to the Project and that the Allottee shall comply with and carry out, from time to time after the Allottee has taken over the occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Apartment at his/ her/its own cost; and
45. That the Allottee shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Building and the Project.

## **EIGHTH SCHEDULE**

### **PAYMENT PLAN**

#### **Down Payment Plan**

<b><u>STAGE</u></b>	<b><u>PAYMENT</u></b>
Application Money (being part of Booking Amount)	5 % of the Total Price.
Balance Booking Amount payable before registration of Agreement for Sale	5% of the Total Price.
Within 45 days of registration of Agreement for Sale	90% of the Total Price.

#### **Construction Linked Installment Payment Plan**

<b><u>STAGE</u></b>	<b><u>PAYMENT</u></b>
Application Money (being part of Booking Amount)	5 % of the Total Price.
Balance Booking Amount payable before registration of Agreement for Sale	5 % of the Total Price.
On completion of foundation	10% of the Total Price.
On casting of 2nd floor roof	10% of the Total Price.

On casting of 4th floor roof	10% of the Total Price.
On casting of 6th floor roof	10% of the Total Price.
On casting of 8th floor roof	10% of the Total Price.
On casting of 10th floor roof	10% of the Total Price.
On casting of 12th floor roof	10% of the Total Price.
On completion of brick work and internal wiring	10% of the Total Price.
On Possession	10% of the Total Sale Price.
	+ Legal & documentation charges and corpus deposit.

### NINTH SCHEDULE

#### SPECIFICATIONS

#### **PART A** **(SPECIFICATIONS FOR THE APARTMENT)**

Structure	Earthquake resistant R.C.C. framed Construction	
Walls	External Walls 250 mm / 200 mm Internal Walls 125 mm / 100 mm	
Wall	Internal	Plaster of Paris / Putty over the Plastered surfaces
Finishing	Corridor, Lobby  External	2 Coats of acrylic Plastic paint over a coat of primer over POP surface  Painting – 2 Coats of weather shield paint over cement primer
	Living Room and Bedroom	Vitrified tiles / Ceramic tiles
<b>KITCHEN</b>		
Floor	Anti-skid ceramic tiles	

Dado	Glazed ceramic tiles up to 2 ft height above kitchen counter	
Counter	Granite of required shade	
Sink	Stainless steel sink with drain board	
<b>TOILET</b>		
Floor	Anti-skid ceramic tiles	
Dado	Glazed ceramic tiles	
WC	European type – white	
Washbasin	Ceramic	
Hardware Fittings	C.P. [Provision of geyser point [without geyser] in all the toilets]	
Doors	Laminated / Painted flush door	
Window	Aluminium windows	
Electricals	Concealed wiring with PVC Conduits and Modular switches of reputed brand	
<b>Common Areas</b>		
Lobby Staircase ,	Vitrified Tiles / Marble	
Corridors	Tiles / Kota	



Car Parking	Ironite flooring	
Lift	Automatic lifts of reputed brand in all the buildings	

**TENTH SCHEDULE**

**SALIENT TERMS OF LEASE DEED**

1. The lessee of the Apartment (“**Lessee**”) shall pay the Ground Rent. The rate of ground rent payable by the Lessee shall be liable to change in the event of change of policy of the Lessor.
2. In default of payment of Ground Rent as provided in the Lease Deed, the Lessee shall be bound to pay, in addition to the arrear rent, interest at the rate of 10% (ten percent) per annum on the amount of the Ground Rent in arrear, from the date of default, till the date of payment, and the arrear with interest payable thereon shall be realizable as a public demand under the Bengal Public Demand Recovery Act, 1913 or any statutory modification thereof for the time being in force.
3. The Lessee shall bear/pay and discharge all existing and future rates, taxes, assessments, duties and other impositions and outgoings whatsoever imposed or charged in respect of the Apartment or payable in respect thereof from the Possession Date or the date of execution of the Lease Deed, whichever is earlier.
4. The Lessee shall use the Apartment for residential purposes only and for no other purpose whatsoever.
5. The Lessee shall not make any structural additions and alterations to the Apartment, except with prior approval of Lessor.
6. The Lessee shall not to engage in any activity in the Apartment which is offensive, obnoxious or injurious to public health.
7. The Lessee shall not assign, underlet, or part with possession of the Apartment, save with prior consent of the Lessor obtained in writing. The Lessor shall have the right to impose such conditions as it may think fit in case it decides to consent to the Lessee assigning his right, title and/or interest in the Apartment.
8. The Lessee shall not mortgage or create charge on the Apartment without the previous consent in writing of the Lessor.
9. If the Lessee dies intestate or after making any bequest of the Apartment in favour of any person and/or persons other than the members of a family of immediate blood relations namely, wife/husband, sons, daughters, father, mother, brothers and sisters of full blood of the Lessee only, and in the event of grant of probate in respect of such testamentary dispositions, the same will be accepted by the Lessor (on payment of fees, including

difference of land premium to be fixed by the Lessor from time to time as applicable at such time), in favour of the person to whom the bequest has been made.

10. No transfer of the Apartment shall be made by the Lessee, except with prior permission in writing issued by the Lessor, and subject to payment of requisite transfer fee, including difference of land premium, and the said lease and/or transfer shall be governed on the terms and conditions as contained in the Lease Deed. Any bequest in favour of any person other than those specified hereinabove shall be treated as a transfer of leasehold right of the Lessee in respect of the Apartment.
11. Should the Lessee die after having made a bequest in favour of more than one person or die intestate leaving more than one heir then, then and in that event, the persons to whom the Apartment is bequeathed or the heirs or the successor-in-interest of the Lessee as may be approved by the competent court or otherwise, as the case may be, shall hold the Apartment jointly without having any right to have partition of the same by metes and bounds or they shall nominate one (1) person from amongst them in whom the same shall vest.
12. The Lessee shall bear and pay all expenses incurred in respect of preparation, execution and registration of the Lease Deed, including the stamp duty and registration fees payable therefore.
13. The Lessee shall not use the Apartment or allow the same to be used for any unhygienic, illegal or immoral purposes or to be used as to cause any annoyance or inconvenience to the occupiers of adjoining or neighboring units in Shristinagar.
14. The Lessee shall keep the Apartment in a clean and sanitized condition and in a proper state of repair and in a habitable condition at the cost of the Lessee.
15. The Lessee shall observe, perform and comply with all requisitions as may from time to time be made by the government or any local or statutory body to the Lessee in respect of the Apartment.
16. The Lessee shall not sub-divide the Apartment and/or claim partition thereof.
17. The Lessee shall not construct or allow the construction of any structure in any part of the Apartment for use as a place of public worship.
18. The Lessee shall keep the Apartment clean and free from all sorts of nuisance and shall not allow heavy accumulation of water on it.
19. The Lessee shall yield up the Apartment at the determination of the lease in accordance with the covenants contained in the Lease Deed.
20. The Lessee shall pay the proportionate charges for the lighting of street lights near SANGATI PHASE I and the proportionate cost for the maintenance of pumps for the supply of water, sewerage to the Apartment at such rates as will be fixed by the Promoter, Association or the Apex Body, Facility Management Company, government or, any other appropriate authority as the case may be.

21. The Lessee hereby undertakes to pay proportionate charges for maintenance, at such rates as may be fixed from time to time by the Promoter, Association or the Apex Body or the Facility Management Company as the case may be. The Lessee further undertakes to pay all charges for supply of water and/or water consumed by the Lessee as may be fixed by the concerned authority.
22. The Lessee admits and accepts that the entire electricity distribution network of the said complex (including all related equipment) shall, in due course of time, be transferred to an electricity distribution company. Upon such transfer, such distribution system shall become the property of the said electricity distribution company, who shall be solely responsible for its maintenance and management and the Lessee hereby undertakes to pay all charges for electricity at such rates as may be fixed by the said electricity distribution company from time to time.
23. The Lessee admits and accepts that the entire street lighting network of the said complex (including all related equipment) shall, in due course of time may be transferred to Asansol Municipal Corporation. Upon such transfer, such distribution system shall become the property of the said Asansol Municipal Corporation, who shall be solely responsible for its maintenance and management and the Lessee hereby undertakes to pay all charges for the share of the electricity consumption to Asansol Municipal Corporation at such rates as may be fixed by the said Asansol Municipal Corporation from time to time.
24. The Lessee shall allow persons authorized by the appropriate authority to inspect, repair and clear the sewer lines and manholes or to do any other work in connection therewith within the Apartment without any obstruction or hindrances.
25. The Lessee shall not, at any time, claim partition of the Common Areas.
26. The Lessee shall apply for and have the Apartment separately assessed and mutated in the name of the Lessee by the concerned municipal authority.
27. Until separate assessment of the Apartment is made, the Lessee shall pay the proportionate share of the taxes and impositions (which includes land revenue, municipal rates and taxes, municipal surcharge, betterment fees, water tax and/or taxes of similar nature and/or any other new taxes as may be imposed from time to time) levied on the Said Land more fully and particularly described in the Lease Deed.
28. The Lessee shall at its own costs and expenses:
  - (a) keep the Apartment and all fixtures and fittings therein properly maintained and in good repair and in a neat and clean condition and as a decent and respectable place; and
  - (b) use the Common Areas peacefully and quietly and only for the purposes for which they are meant without causing any disturbances to the other unit holders and inhabitants of Shristinagar.
29. The Lessee shall not claim any exclusive right over the Common Areas.

30. If the Ground Rent reserved or any part thereof shall remain unpaid for 90 (ninety) days after becoming payable (whether formally demanded or not) or if any covenant on the Lessee's part contained in the Lease Deed shall not be performed or observed or if the Lessee or other person in whom for the time being the leasehold right vests shall become bankrupt, insolvent or go into liquidation then, and in any of the said cases, it shall be lawful for the Lessor at any time thereafter to determine the Lease Deed and re-enter upon the Apartment, or any part thereof, in the name of the whole and thereupon the Lease Deed shall absolutely determine, but without prejudice to the right of action of the Lessor in respect of any breach of Lessee's covenants contained in the Lease Deed.
31. All sums payable by the Lessee to the Lessor under the Lease Deed shall be recoverable as a public demand under the Bengal Public Demand Recovery Act, 1913 or any statutory modifications thereof for the time being in force.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.**

**Executed and delivered on behalf of the Lessor at [•]:**

**Executed and delivered on behalf of the Promoter at [•]:**

**Executed and Delivered by the Lessee(s) at [•]**

**All in the presence of:**

- 1.**
- 2.**

**ANNEXURE – A**

**PLAN OF THE SAID LAND**

**ANNEXURE – B**

**FLOOR PLAN OF APARTMENT**

**MEMO OF CONSIDERATION**

Received Rupees \_\_\_\_\_ (Rupees \_\_\_\_\_) towards part of total consideration for lease of the Apartment as per the terms of this Agreement.

\_\_\_\_\_  
**Promoter**

**In presence of**

**1.**

**2.**