

**AGREEMENT TO SUB-LEASE**

**APARTMENT/FLAT/UNIT No.** \_\_\_\_\_ **on the** \_\_\_\_\_ **Floor of Block/Tower No.** \_\_\_\_\_

**NAME OF THE SUB-LESSEE**

**Name: Mr./Mrs./Miss** \_\_\_\_\_ **&**

\_\_\_\_\_  
\_\_\_\_\_  
**(In case of individual).**

**M/S.** \_\_\_\_\_

\_\_\_\_\_  
**(In case of Corporate)**

**Address:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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**THIS AGREEMENT TO SUB LEASE** is executed at Kolkata on this the \_\_\_\_\_ day of \_\_\_\_\_ **TWO THOUSAND**

**AND** \_\_\_\_\_ **BETWEEN AND EMAMI INFRASTRUCTURE**

**LIMITED (PAN AALCS5120P)** a Company within the meaning of the Companies Act, 1956 having its registered office situated at Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, Kasba, Kolkata – 700107, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **FIRST PART AND ORIENTAL SALES AGENCIES INDIA PVT LTD (PAN AAACO6358E)** also a Company within the meaning of the Companies Act, 1956 having its registered office situated at Emami Tower, 687 Anandapur, E.M. Bypass, Kolkata 700 107, hereinafter referred to as the **LESSOR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **SECOND PART AND**

(i) \_\_\_\_\_ (PAN \_\_\_\_\_) son/daughter/wife of \_\_\_\_\_ & \_\_\_\_\_ (PAN \_\_\_\_\_) son/daughter/wife of \_\_\_\_\_ residing at \_\_\_\_\_

(ii) \_\_\_\_\_ (PAN \_\_\_\_\_) a Private Limited/Limited Company within the meaning of the Companies Act 1956 having its registered office situated at \_\_\_\_\_

represented by Mr./Mrs./Ms. \_\_\_\_\_, authorized vide Board Resolution, dated \_\_\_\_\_

(iii) \_\_\_\_\_ (PAN \_\_\_\_\_) a Partnership Firm, carrying on business at \_\_\_\_\_

represented by its Partner Mr./Mrs./Ms. \_\_\_\_\_

(iv) \_\_\_\_\_ (PAN \_\_\_\_\_) a Hindu Undivided Family (HUF) represented by its Karta and/or Manager, Shri \_\_\_\_\_ carrying on business at \_\_\_\_\_

(v) \_\_\_\_\_ (PAN \_\_\_\_\_) a Trust represented by one of its Trustees Shri/Smt \_\_\_\_\_ having its office at/carrying on business at \_\_\_\_\_

hereinafter referred to as the **SUB-LESSEE** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, legal representatives, executors, administrators and assigns) of the **THIRD PART**

The **DEVELOPER, LESSOR** and the **SUB-LESSEE** are collectively referred to as the "**PARTIES**" and individually as a "**PARTY**"

**WHEREAS**

- A. In pursuance of a registered Deed of Lease dated 16<sup>th</sup> April 2007 made between the Governor of the State of West Bengal therein referred to as the Lessor of the One Part and Oriental Sales Agencies India Pvt. Ltd. (hereinafter referred to as the **LESSOR**) therein referred to as the Lessee of the Other Part and registered at the office of the Additional Registrar of Assurances-II, Kolkata in Book No. 1 Volume No.1 Pages 1 to 22 Being No. 07790 for the year 2007, the Governor of the State of West Bengal had granted a Lease in favour of the said Oriental Sales Agencies Pvt. Ltd. and also a Deed of Modification dated 21<sup>st</sup> July 2009 (hereinafter collectively referred to as the **PRINCIPAL LEASE**) by virtue of which the **LESSOR** became entitled to **ALL THAT** the HOLDING/PREMISES No. 2, Jessore Road, Kolkata 700 028 (more fully and particularly mentioned and described in the **FIRST SCHEDULE**) hereunder written and hereinafter referred to as the said **PREMISES** for a term of 99 years commencing from 10<sup>th</sup> April 2007 and also the right to renew the same for a further period of 99 years subject to the terms and conditions contained and recorded in the said **PRINCIPAL LEASE**
- B. In pursuance of the power and authority conferred upon the **LESSOR** under the said **PRINCIPAL LEASE** for undertaking a Housing Complex at the said **PREMISES** the **LESSOR** prepared in this regard a map or plan which was sanctioned by the South Dum Dum Municipality (hereinafter referred to as the **MUNICIPALITY**) vide Sanction No. 792, dated 4<sup>th</sup> April, 2011. Thereafter, a modified plan was submitted and the same was also sanctioned by the South Dum Dum Municipality, vide Sanction No. 180, dated 18<sup>th</sup> July, 2013 (hereinafter referred to as '**PLAN**').
- C. In pursuance of the said **PLAN** the Lessor has become entitled to undertake the construction erection and completion of a Housing Complex at the said **PREMISES** which is to comprise 23 Residential Towers (Basement + Ground Floor + 13 Stories) and comprising of various self-contained flats units apartments constructed spaces and car parking spaces (hereinafter referred to as the **RESIDENTIAL SEGMENT**) as marked in RED and 1 tower (Basement + Ground Floor + 13 Stories) comprising of various units constructed spaces and car parking spaces capable of being used for commercial purposes (hereinafter referred to as the **COMMERCIAL SEGMENT**)

- D. For beneficial use and enjoyment of the said **RESIDENTIAL SEGMENT** and **COMMERCIAL SEGMENT** the entirety of the lands forming part of the said **PREMISES** has been divided and dedicated in the manner following :
- i) 13.13 acres of land forming part of the said **PREMISES** has been reserved and/or allocated to the **RESIDENTIAL SEGMENT**
  - ii) 0.29 acres of land forming part of the said **PREMISES** has been reserved and/or allocated to the **COMEMERCIAL SEGMENT**
  - iii) 0.12 acres of land forming part of the said **PREMISES** has been reserved and/or allocated for installation of Transformer and other installations
  - iv) 0.357 acres of land forming part of the said **PREMISES** has been reserved and/or shall be treated as the common parts and portions available for use of all the owners and/or occupiers of the said housing complex i.e. the **RESIDENTIAL SEGMENT** and **COMMERCIAL SEGMENT**
- E. By and under the said **PLAN**, the **RESIDENTIAL SEGMENT** forming part of the said Housing Complex is to comprise 23 Towers each tower comprising of various self-contained flats units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other
- F. For the purpose of development of the **RESIDENTIAL SEGMENT** the **LESSOR** has entered into an Agreement dated 30<sup>th</sup> April 2011 with Emami Realty Limited, the **DEVELOPER** and also another Agreement together with a Deed of Declaration both dated 27<sup>th</sup> February 2013 was executed between the **LESSOR** and the **DEVELOPER**, which was registered at the office of the Additional Registrar of Assurances-II, Kolkata in Book No. I CD Volume No.8 Pages 4982 to 5024 Being No.02468 for the year 2013 (all hereinafter collectively referred to as the **DEVELOPMENT AGREEMENT**)
- F(A). In pursuance of an application having been filed in accordance with the provisions of Section 391(2) and 394 of the Companies Act 1956 being C.P. No. 322 of 2016 connected with C.A. No. 126 of 2016 in the Hon'ble High Court, Calcutta, by an order dated 14<sup>th</sup> June 2016 the said Scheme was duly sanctioned by the Hon'ble High Court, Calcutta. In pursuance of the said Scheme the entirety of the undertaking of Emami Realty Limited has stood transferred and/or vested on and with effect from the Appointment Date i.e. 1<sup>st</sup> April 2015 unto and in favour of Emami Infrastructure Limited.

The said Scheme, inter alia provides as follows:

*"All agreements, rights, contracts, entitlements, licenses, permits, permissions, incentives, approvals, registrations, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges and claims to any patents, trademarks, design, quota, rights, engagements, arrangements, authorities, allotments,*

*security arrangements, benefits of any guarantees, reversions, power and all other approvals of every kind nature and description whatsoever relating to the Transferor Companies' business activities and operations . Upon the Scheme becoming effective and with effect from the Appointed Date, the Undertaking of the Transferor Companies shall, without any further act or deed be transferred to and be vested or deemed to be vested in the Transferee Company as a going concern, pursuant to Section 394(2) of the Act subject to all charges, liens, mortgages, lispendens, if any, then affecting the same or any part thereof and all the creditors of the Transferor Companies shall become the creditors of the Transferee Company on the same terms and conditions."*

Therefore, in view of the said scheme Emami Realty Limited has from the appointed date i.e. 1<sup>st</sup> April, 2015 has stood amalgamated with Emami Infrastructure Limited (Emami Infrastructures) and consequently any agreement and/or benefits of the agreement including the assets of Emami Realty Limited and also this agreement entered with you for transfer of Apartment/Flat/Unit at Emami City shall be entered into by Emami Infrastructure Limited.

G. By and under the said **DEVELOPMENT AGREEMENT**, the **DEVELOPER** has also been authorised and empowered to enter into agreements of transfer and assignment in respect of the **APARTMENT/FLAT/UNIT** constructed spaces and car parking spaces and servants' berth forming part of **RESIDENTIAL SEGMENT** and in connection therewith the **DEVELOPER** in consultation with the **LESSOR** has formulated the following Scheme:

- i) That each of the intending **SUB-LESSEE(s)** will apply to the **DEVELOPER** for allotment of a particular **APARTMENT/FLAT/UNIT** in a Tower forming part of **RESIDENTIAL SEGMENT** (hereinafter referred to as the **APPLICATION FOR ALLOTMENT**).
- ii) After receipt of such Application for Allotment the same will be scrutinized by the **DEVELOPER** and the **DEVELOPER** after satisfying itself will provisionally allot to the **SUB-LESSEE** a particular **APARTMENT/FLAT/ UNIT** in a Tower where the said residential **APARTMENT/FLAT/ UNIT** is to be situated.
- iii) The **SUB-LESSEE** after satisfying himself/herself/itself in all regards will enter into an **AGREEMENT TO SUB LEASE** in respect of the **APARTMENT/FLAT/ UNIT** intended to be acquired by the **SUB-LESSEE** and such Agreement will supersede all previous understandings and arrangements unless expressly reserved and the same shall be governed by the terms and conditions as contained in such an Agreement.

- iv) That each **APARTMENT/FLAT/UNIT** shall have non-exclusive easements in the Common Parts & Portions for support and for the maintenance and repair of such **APARTMENT/FLAT/UNIT**
- v) If any common element now or hereafter encroaches upon any **APARTMENT/FLAT/UNIT** or if any **APARTMENT/FLAT/UNIT** now or hereafter encroaches upon any other **APARTMENT/FLAT/UNIT** or common element, a valid easement for such encroachment and the maintenance hereof, as long as such encroachment continues, does and shall exist. Minor encroachments by any **APARTMENT/FLAT/UNIT** or common element upon any other **APARTMENT/FLAT/UNIT** or common element due to construction or partial or total destruction and subsequent rebuilding of the improvements, shall be permitted and valid easements for such encroachments and the maintenance thereof shall exist
- vi) The **LESSOR** and the **DEVELOPER**, its successors and assigns shall have an easement in Common Parts & Portions with all of the **APARTMENT/FLAT/UNIT OWNERS** to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Parts & Portions located in any of the other **APARTMENT/FLAT/UNIT** or Common Parts & Portions which serve his **APARTMENT/FLAT/UNIT**. Each **APARTMENT/FLAT/UNIT** and Common Parts & Portions shall be subject to an easement in favour of the **SUB-LESSEES** of all the other **APARTMENT/FLAT/UNITs** and **DEVELOPER** to use the pipes, ducts, cable wires, conduits, public utilities and other Common Parts & Portions surviving such other **APARTMENT/FLAT/UNITs** and located in such **APARTMENT/FLAT/ UNITs**
- vii) The **DEVELOPER** shall have and retain for itself, its successors and assigns, an easement to maintain one or more business and sales offices at the construction site to enable the **DEVELOPER** or its designee(s) to market and allot **APARTMENT/FLAT/UNITs**. In connection therewith, the **DEVELOPER** or its designee(s) may place signs in or around the Common Parts & Portions and may use any of the Common Parts & Portions therefor for marketing and rental purposes, in combination with or to the exclusion of all other uses. However, the **DEVELOPER** and its designee(s) shall place such signs and conduct such activities in such manner and location as to minimize any inconvenience to the other **SUB-LESSEE** which might be occasioned thereby. **SUB-LESSEE**, other than the **DEVELOPER**, are prohibited from placing signs in or around the Common Elements
- viii) The **DEVELOPER/LESSOR** shall have and retain for itself, its successors and assigns, an easement and right of ingress and egress in and to those portions of the Common Parts & Portions which are necessary to **DEVELOPER** for the constructions of additions and improvements to the Project or to the Adjacent Property
- ix) The **DEVELOPER** shall have and retain for itself, its successors and assigns, an easement over, under and above the said Housing Complex, as may be required for conduits, ducts,

plumbing, wiring and other facilities necessary for the furnishing of utility services to the **APARTMENT/FLAT/UNIT** and the Common Elements

- x) The **DEVELOPER** shall retain for itself, its successors and assigns, including all of the owners, a non-exclusive easement for ingress and egress over, through and across such streets, walks, paths, stairways, lanes and other rights of way serving the **APARTMENT/FLAT/UNITs** and the Common Parts & Portions as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress, over, through and across such paved portions of the Common Parts & Portions as may be necessary to provide reasonable vehicular access thereto, provided, however, that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area
- xi) The **DEVELOPER/LESSOR** shall retain for itself, its successors and assigns, the right, at its expense and for the benefit of the project, adjacent property or other property owned or operated by the **DEVELOPER**, to utilize and to grant easements over, across and under the Common Parts & Portions for utilities, sanitary and storm sewers, security or other types of monitors, cable television lines, walk ways, roadways and right of way over, across and under the Common Parts & Portions including without limitation of any existing utilities, sanitary lines, sewer lines, and cable television and to connect the same over, across and under the Common Parts & Portions and also the right over the roof of the Tower for display and sign whether neon or otherwise satellite towers and other hoardings and to exclusively be entitled to receive and realize all amounts becomes due provided that such utilization, easement, relocations and connection of lines shall not materially impair or interfere with the use of any **APARTMENT/FLAT/UNIT**
- xii) The **DEVELOPER** further reserves for itself, its successors and assigns, the right to establish such additional easements, reservations, exceptions and exclusions as **DEVELOPER**, in its sole discretion, deems necessary or appropriate and in the best of the interests of the **SUB-LESSEE** in order to serve the entire project
- xiii) The **SUB-LESSEE** will have the right to hold the **APARTMENT/FLAT/UNIT** for the residue of the unexpired term of the said **PRINCIPAL LEASE** and also for the renewed period subject to the terms and conditions and obligations to be performed and observed by the **SUB-LESSEE**
- xiv) The **DEVELOPER** shall be entitled to obtain financial assistance or facility from any Bank or Financial Institution and to create a charge over and in respect of the said **PREMISES** on the express assurance that if at the time of transfer of any **APARTMENT/FLAT/UNIT**, the **DEVELOPER** shall provide the requisite **"No Objection Certificate"** from the concerned Bank or Financial Institution with regard to the said transfer if requested by the **SUB-LESSEE**.



- H. In pursuance of the said **DEVELOPMENT AGREEMENT** the **LESSOR** and the **DEVELOPER** have identified their respective allocations having independent right to enter into agreement for transfer of their respective allocations and that in the said **DEED OF DECLARATION** as mentioned in Recital 'F' hereinabove, the **DEVELOPER** is also entitled to enter into any agreement for transfer in respect of the **LESSOR's** Allocation and to receive, realise and collect the proceeds and other amounts receivable consequent to the transfer of the **LESSOR's** Allocation in its own name
- I. In pursuance of the application made by the **SUB-LESSEE** for allotment of an **APARTMENT/FLAT/UNIT** in the said **RESIDENTIAL SEGMENT** and the provisional allotment of any **APARTMENT/FLAT/UNIT**, the **DEVELOPER/ LESSOR** and the **SUB-LESSEE** has agreed to enter into an **AGREEMENT TO SUB-LEASE** in respect of **ALL THAT** the **APARTMENT/FLAT/UNIT No.**\_\_\_\_\_ on the \_\_\_\_\_ Floor of the Tower No. \_\_\_\_\_ forming part of the **RESIDENTIAL SEGMENT** containing by an estimated super built-up area of \_\_\_\_\_ sq. ft. (more or less) (hereinafter referred to as the **APARTMENT/FLAT/ UNIT) TOGETHER WITH** the right to park one/two/three car(s) in the \_\_\_\_\_ (**CAR PARKING SPACE**) and \_\_\_\_\_ Servants' Berth **AND TOGETHER WITH** the right to use in common the various Common Parts & Portions utilities areas facilities and amenities comprised in the said Tower and **TOGETHER WITH** the undivided proportionate share in the leasehold interest more fully and particularly mentioned and described in the **THIRD SCHEDULE** situation whereof is shown and delineated in the map or plan annexed hereto and bordered in Red thereon (hereunder written and hereinafter referred to as the said **APARTMENT/FLAT/UNIT AND THE PROPERTIES APPURTENANT THERETO**) subject to the Scheme as detailed out in Recital "G" herein above and on the terms and conditions hereinafter appearing

**NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO** as follows:

**ARTICLE I – CONFIRMATION-ACKNOWLEDGEMENT-DISCLOSURE-DISCLAIMER**

- 1.1 At or before entering into this Agreement the **SUB-LESSEE** has :
- i) Inspected the **PRINCIPAL LEASE** and has fully understood the terms and conditions contained therein and agrees to be bound by the terms and conditions therein contained
  - ii) Inspected the **PLAN** and acknowledges that the **LESSOR** and acknowledges that the **DEVELOPER** has every right to amend, alter and/or modify the said **PLAN** as per its convenience and according to the requirement of situation without in any way affecting the said **APARTMENT/FLAT/UNIT**

- iii) Inspected the **DEVELOPMENT AGREEMENT** and the right of the **DEVELOPER** to enter into this Agreement
- iv) Made independent enquiries regarding the title of the **LESSOR** and also the present status of the said Housing Complex including the terms and conditions herein contained.
- v) Confirmed and acknowledged that the terms and conditions of this Agreement are fair and reasonable and the **SUB-LESSEE** is entering into this Agreement without any coercion and/or duress by the **DEVELOPER/LESSOR** and after having obtained independent legal advice
- vi) Acknowledges that the right of the **SUB-LESSEE** shall remain restricted to the said **APARTMENT/FLAT/UNIT** and the right to use in common the various common parts and portions and that the **SUB-LESSEE** shall not have any right over and in respect of the other parts and portions in common with others of the said Housing Complex
- vii) Undertake that the **SUB-LESSEE** shall not raise any objection to any lawful business being carried on in the said **COMMERCIAL SEGMENT**
- viii) Acknowledge that certain parts and portions of the said Housing Complex are to be used in common by both the segments namely the **RESIDENTIAL SEGMENT** and **COMMERCIAL SEGMENT**
- ix) Acknowledged that for beneficial use and enjoyment of the various **APARTMENT/FLAT/UNIT** of the said **RESIDENTIAL SEGMENT**, the **DEVELOPER** has agreed to provide or cause to be provided on a divided and demarcated portion of the said **PREMISES** a Recreation Centre/Club House (hereinafter referred to as the **CLUB HOUSE**) and the said **CLUB HOUSE** will be available to use by all the **SUB-LESSEE(S)** of the said **RESIDENTIAL SEGMENT** upon payment of the amounts as may be determined by the Developer and/or Holding Organisation upon its formation and subject to such rules and regulations which may be made applicable from time to time by the Developer and upon formation of the Holding Organisation by such Holding Organisation.
- x) Acknowledged that an Art Gallery of such size and of such specification as may be deemed fit by the **DEVELOPER** in terms of the said **PRINCIPAL LEASE** will be provided and shall form part of the said **CLUB HOUSE** and such art gallery shall remain for the use of the local Artists as specified in the Principal Lease Deed.
- xi) Acknowledged that in terms of the said **PRINCIPAL LEASE** the **LESSOR** has undertaken to provide a Vocational Training Centre (hereinafter referred to as the **VTC**) and such **VTC** will be provided for in the **COMMERCIAL SEGMENT** or in such other place as the **DEVELOPER** may in its absolute discretion thinks fit and proper.

- xii) Undertaken that the **SUB-LESSEE** shall not permit to be done any act deed or thing whereby the **DEVELOPER/LESSOR** is prevented from undertaking construction and/or development of the said **PREMISES**
- xiii) Acknowledged that the right to park the car if agreed upon by the **DEVELOPER/LESSOR** in a particular area in the car parking area shall form an integral part of the said **APARTMENT/FLAT/UNIT**
- xiv) Acknowledged that the said **PREMISE** is surrounded by some factories and as such there is every likelihood of noise and/or nuisance emanating consequent to operation of the said factories
- xv) Acknowledged that the total land forming part of the entirety of the said **PREMISES** has been divided in the following manner:
- a) 13.13 acres of land forming part of the said **PREMISES** has been reserved and/or allocated to the **RESIDENTIAL SEGMENT**
  - b) 0.29 acres of land forming part of the said **PREMISES** has been reserved and/or allocated to the **COMEMERCIAL SEGMENT**
  - c) 0.12 acres of land forming part of the said **PREMISES** has been reserved and/or allocated for installation of Transformer and other installations
  - d) 0.357 acres of land forming part of the said **PREMISES** has been reserved and/or shall be treated as the common parts and portions available for use of all the owners and/or occupiers of the said housing complex i.e. the **RESIDENTIAL SEGMENT** and **COMMERCIAL SEGMENT**
- xvi) Acknowledged that the **SUB LESSEE** has inspected the contract dated 28/12/2012 and other Agreement/Contract as entered between the **DEVELOPER** and **LARSEN & TOUBRO LIMITED (L&T)** time to time (hereinafter referred to as the **L&T AGREEMENT**) entered into by the **DEVELOPER** with **LARSEN & TOUBRO LIMITED** and acknowledges that in terms of the said **L&T** Agreement **L&T** is to perform its obligations and to construct erect and complete the various Towers forming part of the said **RESIDENTIAL SEGMENT** within the time and in accordance with the specifications detailed out in the said **L&T** Agreement and based on the commitment made by **L&T** the Developer has agreed to complete the said **APARTMENT/FLAT/UNIT** within the time as hereinafter appearing
- xvii) Acknowledged that the **SUB-LESSEE** has entered into this Agreement on his/her/its own volition and without any domination on the part of the **DEVELOPER** and the **LESSOR**

xviii) Understood the Scheme as mentioned in Recital 'G' and agrees to abide by the same.

xix) Acknowledges and consents that the **DEVELOPER** shall be entitled to change and/or alter and/or modify the said Plan from time to time

**ARTICLE II - DEFINITIONS AND INTERPRETATION**

**2.1 DEFINITIONS**

In this Agreement, unless the context or meaning otherwise requires, the following words and expressions as used herein shall have the following meanings:

- i. "Agreement"** means this Agreement to Sub-Lease executed between the parties hereto and includes all annexures, recitals and schedules
- ii. "Application "** means the duly filled in application form dated \_\_\_\_\_ including all annexures, schedules and terms and conditions for allotment of the said **APARTMENT/FLAT/UNIT** in the said building/complex
- iii. "APARTMENT/FLAT/UNIT"** shall mean the **APARTMENT/FLAT/UNIT** intended to be acquired by the **SUB-LESSEE** in terms of this Agreement for residential purposes (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written) and the same will also include the right to park car(s) in the \_\_\_\_\_ (**CAR PARKING SPACE**) and \_\_\_\_\_ Servants' Berth in the to be held by the **SUB-LESSEE** for the residue of the unexpired period of the **PRINCIPAL LEASE** including the renewed period subject to terms and conditions herein contained
- iv. "APARTMENT/FLAT/UNIT Owner"** shall mean and include person and/or persons who will be acquiring by way of sublease and/or assignment a particular **APARTMENT/FLAT/UNIT** in the various blocks/buildings forming part of the said Housing Project and in the case of:

(i) \_\_\_\_\_ (PAN \_\_\_\_\_  
 \_\_\_\_\_)son/daughter/wife of \_\_\_\_\_

\_\_\_\_\_ (PAN \_\_\_\_\_  
 \_\_\_\_\_) son/daughter/wife of \_\_\_\_\_ residing at \_\_\_\_\_

(ii) \_\_\_\_\_  
 \_\_\_\_\_ (PAN \_\_\_\_\_) a Private Limited/Limited Company within the meaning of the Companies Act 1956 having its registered office situated at \_\_\_\_\_

represented by Mr./Mrs./Ms. \_\_\_\_\_,  
authorized vide Board Resolution, dated \_\_\_\_\_

(iii) \_\_\_\_\_  
\_\_\_\_\_, (PAN \_\_\_\_\_) a Partnership Firm, carrying on business at

\_\_\_\_\_, represented by its Partner Mr./Mrs./Ms. \_\_\_\_\_

(iv) \_\_\_\_\_  
(PAN \_\_\_\_\_) a Hindu Undivided Family (HUF) represented by its Karta and/or  
Manager, Shri \_\_\_\_\_  
carrying on business at \_\_\_\_\_

(v) \_\_\_\_\_

(PAN \_\_\_\_\_) a Trust represented by one of its Trustees Shri/Smt \_\_\_\_\_  
\_\_\_\_\_ having its office at/carrying on business at \_\_\_\_\_

- i. **"Authority/Authorities"** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rules or regulation making entity having or purporting to have jurisdiction on behalf of the Government of India or any State or other

Subdivision thereof or any municipality, district or other subdivision thereof and any other municipal/local authority having jurisdiction over the said **PREMISES**

- ii. **"Common Parts & Portions - I"** shall mean the various Common Parts & Portions of the respective Tower as detailed out in Article 7.1 hereafter
- iii. **"Common Parts And Portions - II"** shall refer to such areas and facilities within the said Housing Complex earmarked for common use of all the **SUB-LESSEES** of the **APARTMENT/FLAT/UNITs** as will appear from Article 7.3 as hereafter
- iv. **"Common Utilities, Amenities and Facilities"** shall mean the various Common Utilities, Amenities and Facilities as are detailed out in Article 7.4 hereafter
- v. **"Declaration"** means any declaration submitted by the **DEVELOPER** to the relevant government authority in accordance with the provisions of law
- vi. **"Earnest Money"** means the amount of Rs. 2,00,000/- (Rupees Two Lacs only) paid by the **SUB-LESSEE** along with the Application for due fulfillment of the terms and conditions of the Allotment Letter

- vii. "Encumbrances"** means any mortgage, charge (whether fixed or floating) pledge, lien, hypothecation, assignment, security interest or other encumbrances of any kind of securing or conferring any priority of payment in respect of any obligation of any person and includes without limitation of any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security in each case under law
- viii. "Footprint"** means the precise land underneath the said building
- ix. "Force Majeure"** means any event or combination of events or circumstances beyond the control of the **DEVELOPER/LESSOR** which cannot (a) by the exercise of reasonable diligence, or (b) despite of the adoption of reasonable precaution and/or alternative measures, be prevented or cause to be prevented and which adversely affects the **DEVELOPER's** ability to perform obligations under this agreement, which shall include but not be limited to:
- a) Acts of God including fire, drought, flood, earthquake, epidemics, natural disasters etc.
  - b) Explosions or accident including act of terrorism
  - c) Strikes or lockouts, industrial dispute
  - d) Non availability of any material due to any reason whatsoever beyond the control of the **DEVELOPER**
  - e) War and hostilities of war, riots, bandh, civil commotion or local disturbances
  - f) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, Court order or directly from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this agreement
  - g) Any legislation, order or rule or regulation made or issued by the government or any other statutory competent authority (ies) refuses, delays, withholds, denies the grant of approvals for the said complex/building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit/writ before a competent court or for any reason whatsoever or
  - h) Local disturbances.
  - i) Any other events or circumstances analogous to the foregoing
- x. "House Rules"** shall mean the house rules as hereinafter mentioned to be performed and observed by all the **APARTMENT/FLAT/UNIT** holders

- xi. "Law"** means all laws, promulgated and brought into force and effect by Government of India, State Government of West Bengal and/or local authorities (having power under law) including any rules and regulations made there under by the government, its agencies, local authorities, judgment, decree, injunctions, writs and orders of any court of law, as may be in force and effect during the subsistence of this agreement
- xii. "Lease Deed"** means the **SUB-LEASE DEED** to be executed by the **DEVELOPER** in favour of the **SUB-LESSEE** in terms of this Agreement
- xiii. "Maintenance Agency"** means the person(s)/agency/body/ **DEVELOPER** who shall carry out the maintenance and upkeep of the said complex and who shall be responsible for providing the maintenance services within the said building which can be the **DEVELOPER** or association of **SUB-LESSEES** or such other agency/body/**DEVELOPER** to whom the **DEVELOPER** may handover the maintenance of the said building/complex
- xiv. "Maintenance Agreement"** means the maintenance agreement to be executed, for maintenance of the building/complex
- xv. "Maintenance Charges"** means the charges payable by the **SUB-LESSEE** as more fully and particularly defined and explained in the Maintenance Agreement to be executed between the parties hereto
- xvi. "Nomination Charges"** means the charges as morefully and particularly stated and mentioned in the Application Guidelines of the Application Form that are levied on any transfer/assignment/nomination by the **SUB-LESSEE** of the said **APARTMENT/ FLAT/UNIT** before the lease deed is executed by the **DEVELOPER**
- xvii. "Other Charges"** shall mean the charges levied or leviable, now or in future, by whatever name called, with all such conditions imposed and includes legal costs, charges and expenses for the preparation of all necessary documents, including the lease deed in favour of the **SUB-LESSEE**, the declaration to be filled under the Act, charges, taxes towards betterment/development of PREMISES including amenities and also includes any further increase in such charges
- xviii. "Parking space(s)"** means the parking space(s) which the **SUB-LESSEE** may be permitted to use on a limited right to use basis only
- xix. "Person"** shall mean any individual, partnership, association, joint stock company, **DEVELOPER**, body corporate, private limited companies, limited companies, limited liability partnership, joint venture corporation, trust, unincorporated organization or government, or agency or sub-division thereof
- xx. "PLAN"** shall mean and include the plan sanctioned by the authorities concerned and shall include all modifications and/or alterations and/or changes made thereto from time to time and sanctioned by the authorities concerned.

- xxi. "PLC"** means the charges for the preferential location of the **APARTMENT/FLAT/UNIT** payable as applicable, to be calculated on the super built up area of the respective **APARTMENT/FLAT/UNITs**.
- xxii. "PRINCIPAL LEASE"** shall mean the said Lease dated 16<sup>th</sup> April, 2007 and the Modified Lease dated 21<sup>st</sup> July, 2009
- xxiii. "Provisional Allotment Letter"** shall have the meanings described to it in Recital "G" above
- xxiv. "Said APARTMENT/FLAT/UNIT"** shall mean **APARTMENT/FLAT/ UNIT** intended to be acquired by the **SUB-LESSEE** (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written)
- xxv. "Said Building"** means the Tower in the said Complex in which the **APARTMENT/FLAT/UNIT** is to be situated
- xxvi. "Super Built-up Area"** – shall mean the saleable space forming part of the **APARTMENT/FLAT/UNIT** and such proportionate share in the common parts and portions as may be determined and the same shall be treated as final, conclusive and binding
- xxvii. "Said Complex"** means the Housing Complex consisting of various Towers to be developed on 14.4890 acres of land as per the plans approved by South Dum Dum Municipality, being the competent authority under the name and style of **EMAMI CITY (Which shall remain unchanged at every point of time)**, located at HOLDING/PREMISES No. 2, Jessore Road, Kolkata 700 028 comprising of various self-contained residential **APARTMENT/FLAT/UNITs** constructed spaces, car parking spaces, retail and office spaces
- xxviii. "Sub-Lessee"** shall mean the **SUB-LESSEE** herein and in the case of a Company shall mean and include its successor and/or successors in office/interest and assigns and in the case of an individual his/her heirs, legal representatives, executors, administrators and assigns
- xxix. "Said PREMISES"** shall mean HOLDING/PREMISES No. 2, Jessore Road, P.S. Dum Dum, Kolkata 700 028
- xxx. "SPECIFICATION"** shall mean the specifications which are detailed out in the Contract entered into by the **DEVELOPER** with **LARSEN & TOURBO** and in addition thereto the **DEVELOPER** has agreed to provide certain items as will appear from the Fourth Schedule hereunder written
- xxxi. "Taxes"** shall mean any and all taxes, levies and cess excluding Goods And Service Tax payable by way of workers welfare cess/fund, service tax, cess, educational cess or any



other taxes, charges, levies by whatever named and called in connection with the development/construction of the said **APARTMENT/FLAT/UNIT**

**xxxii. "Third Party"** means any person who is not a signatory to this Agreement

**XXXVII. TOTAL CONSIDERATION AMOUNT** shall mean and include the various amounts agreed to be paid by the **SUB-LESSEE** as provided for in Article IV hereinafter and will include the base price and various other amounts as hereinafter stated including but not limited to:

- a) Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and Lease Deed
- b) Charges for nature of car parking space, any additional car parking space and the Servants Berth
- c) The Maintenance Charges, property tax, municipal tax on the said Complex
- d) Cost of installation of fire-fighting systems (in addition to existing fire detection/fighting codes and National Building Code 2003) within the said **APARTMENT/FLAT/UNIT** including equipment, accessories, pipes etc.
- e) The cost of installation of electrical fittings, fans, fixtures, electrical and water meters in the said **APARTMENT/FLAT/UNIT** and the consumption charges for water and electricity
- f) Charges for signage spaces allotted to the **SUB-LESSEE**, if any
- g) Any other charges/tax/cess/levies etc levied by any authority that may be payable by **SUB-LESSEE**
- h) Proportionate share of the Rent as per provisions of the PRINCIPAL LEASE
- i) Club Charges
- j) Generator (running and maintenance charges)

## 2.2 INTERPRETATIONS

In this Agreement (save to the extent that the context otherwise so requires):

- i) Any reference to any act of Parliament or State Legislation 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 any time issued under it
- ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated

- iii) An obligation of the **SUB-LESSEE** in this Agreement to do something shall include an obligation to ensure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done
- iv) Words denoting Masculine gender shall include feminine and neutral genders as well
- v) Words denoting singular number shall include the plural and vice versa.
- vi) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto
- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force
- viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement
- ix) The Schedules shall have effect and be construed as an integral part of this Agreement

### **ARTICLE III – DEMISE**

- 3.1 Subject to the terms and conditions herein contained and subject to the **SUB-LESSEE** making payment of the various amounts agreed to be paid in terms of this Agreement and also subject to the **SUB-LESSEE** performing and observing all the terms and conditions herein contained and on the part of the **SUB-LESSEE** to be paid performed and observed the **DEVELOPER** with the consent and concurrence of the **LESSOR** has agreed to grant a Lease unto and in favour of the **SUB-LESSEE** herein in respect of **ALL THAT** the **APARTMENT/FLAT/UNIT No.**\_\_\_\_\_ on the \_\_\_\_\_ Floor of the Tower No.\_\_\_\_\_ forming part of the said **RESIDENTIAL SEGMENT** in the Housing Complex to be known as **EMAMI CITY** containing by admeasurement an area of \_\_\_\_\_sq. ft. (more or less) **TOGETHER WITH** the right to park one/two/three car(s) in the \_\_\_\_\_ (**CAR PARKING SPACE**) **AND TOGETHER WITH** the right over and in respect of \_\_\_\_\_ Servants' Berth **AND TOGETHER WITH** the right to use in common the various common parts portions areas facilities and amenities comprised in the said Tower and/or **RESIDENTIAL SEGMENT AND TOGETHER WITH** the undivided proportionate share in the leasehold interest (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written and hereinafter referred to as the said **APARTMENT/FLAT/UNIT AND THE PROPERTIES APPURTENANT THERETO**) **AND ALSO** the right to enjoy in common with the other **APARTMENT/FLAT/UNIT OWNERS** of the said building/tower in which the said **APARTMENT/FLAT/UNIT** is situated the open green area attached to that particular Tower for the residue of the term of the

said **PRINCIPAL LEASE** and together with the right of renewal thereof in terms of the said **PRINCIPAL LEASE** for the consideration and subject to the terms and conditions hereinafter appearing

- 3.1.1 It has been agreed by and between the parties hereto that subject to the **SUB LESSEE** making payment of the amounts agreed to be paid in terms of this agreement and performing and observing the terms and conditions herein contained and on the part of the Sub Lessee to be paid, performed and observed the **SUB LESSEE** shall be entitled to hold the said **FLAT/UNIT/APARTMENT**, Car Parking Space and Servants Berth intended to be acquired by him/her/it for the residue of the term of the Principal Lease.
- 3.2 By and under the said **PLAN** various dormitories are to be provided between two Blocks forming part of the said **RESIDENTIAL SEGMENT** (hereinafter referred to as the **DORMITORIES**) and such dormitories shall be situated in the basement and each dormitory shall have several multi-level servants berths (hereinafter referred to as the **SERVANTS BERTHS**) which are intended to be used and/or reserved for accommodation of only the Male Servants of the **APARTMENT/FLAT/UNIT** of the **RESIDENTIAL SEGMENT**
- 3.2.1 Each of the said Servants Berths as and when allotted to a particular unit owner will be used for the purpose of accommodation of only the Male Servant of the unit owner
- 3.2.2 The said **DORMITORIES** will be provided with ventilation, sewerage, drainage from basement sump and power connection and such dormitories shall be used by such of the male servants of the unit owner
- 3.2.3 The Unit Owner acquiring the right over and in respect of such Servant Berth shall regularly and punctually making payment of the proportionate share of maintenance and other expenses for such servants' berth

#### **ARTICLE IV – TOTAL CONSIDERATION AMOUNT**

- 4.1 In consideration of the above the **SUB-LESSEE** has agreed to pay to the **DEVELOPER** a total sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (hereinafter referred to as the **TOTAL CONSIDERATION AMOUNT**) which includes the cost of acquiring the said **PARTMENT/FLAT/UNIT, CAR PARKING SPACE**, and also the servant berth(s), if any, in the **DORMITORIES**, and **TAXES** as applicable from time to time excepting Goods And Service Tax

- 4.2 The said **TOTAL CONSIDERATION AMOUNT** shall be paid in the manner as detailed out in the **FOURTH SCHEDULE** hereunder written (be designated by the **DEVELOPER** in writing)
- 4.3 Time for payment is and shall remain as the essence of the contract
- 4.4 All payments shall be made by the **SUB-LESSEE** in the name of the **DEVELOPER** at its aforementioned office or at such other place as may be designated against proper receipts being granted by the **DEVELOPER** and such payment to be made only by a cheque/bank draft/demand draft drawn in favour of "**EMAMI INFRASTRUCTURE LIMITED – ESCROW ACCOUNT**" and in no event the **SUB-LESSEE** shall be entitled to set up an oral agreement regarding any payment
- 4.5 In the event of any default on the part of the **SUB-LESSEE** in making payment of the **TOTAL CONSIDERATION AMOUNT** or any part thereof then and in that event in addition to any other right which the **DEVELOPER** may have **SUB-LESSEE** shall be liable and the **DEVELOPER** shall be entitled to interest at the rate of 18% per annum on the amounts remaining outstanding and any other amount payable, if any, in terms of Article 15.2 as hereinafter written
- 4.6 The **SUB-LESSEE**, if a Non-Resident Indian, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made there under or any other statutory amendments/modifications made thereof and all other applicable laws including that of remittance of payments, acquisition, transfer or immovable property etc. and provide the **DEVELOPER\LESSOR** with such permissions, approvals which would enable the **DEVELOPER\LESSOR** to fulfill its obligations under this Agreement. The **SUB-LESSEE** agrees that in the event of any failure on his part to comply with the applicable guidelines issued by RBI, the **SUB-LESSEE** along shall be liable for any action under FEMA. The **SUB-LESSEE** shall keep the **DEVELOPER\LESSOR** fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the **SUB-LESSEE** subsequent to the signing of this Agreement, it shall be the sole responsibility of the **SUB-LESSEE** to intimate the same in writing to the **DEVELOPER\LESSOR** immediately and comply with the necessary formalities if any under the applicable laws. The **DEVELOPER\LESSOR** shall not be responsible towards any third party making payments, remittances on behalf of the **SUB-LESSEE** and such third party shall not have any right in this Agreement/allotment of the said **APARTMENT/FLAT/UNIT** in any way and the **DEVELOPER\LESSOR** shall issue the payment receipts in favour of the **SUB-LESSEE** only.
- 4.7 **OTHER OR FURTHER CHARGES**
- 4.7.1 In addition to the above the **SUB-LESSEE** shall also be liable to make payment of the following further amounts:

- i) Club Membership at the rate of Rs. 60/- (Rupees Sixty only) per square feet
  - ii) Rs. 75/- (Rupees Seventy Five only) per square feet on account of the proportionate amount towards charges and expenses for providing Transformer including High Tension Power connection charges and Back-up Diesel Generator Power Supply Provision, in the said Complex
  - iii) Legal Charges at the rate of Rs. 11,000/- (Rupees Eleven Thousand only), out of which Rs. 5500/- (Rupees Five Thousand Five Hundred only) has been paid by the **SUB-LESSEE** along with the Application for provisional allotment and the balance Rs. 5500/- (Rupees Five Thousand Five Hundred only) to be paid at the time of possession
  - iv) CESC meter and connection charges to be paid on actuals as per the demand raised by CESC
  - v) Stamp Duty, Registration Charges, Incidental Expenses, Government Taxes and Levies and any other miscellaneous charges to be paid by SUB-LESSEE as applicable
- 4.7.2 Before taking over possession of the said **APARTMENT/FLAT/UNIT** the **SUB-LESSEE** shall be liable to make payment of the further following amounts:
- i) Interest free Municipal Tax Deposit to be paid at the rate of Rs. 18/- (Rupees Eighteen only) per square feet annually
  - ii) Interest free Maintenance Charges to be paid at the rate of Rs. 18/- (Rupees Eighteen only) per square feet annually
- 4.7.2.1 All the aforesaid charges including the deposits and advances in terms of this Agreement shall be paid at or before taking over possession of the said Flat

#### **4.8 SINKING FUND**

- 4.8.1 At or before taking over possession of the said **APARTMENT/FLAT/UNIT** the **SUB-LESSEE** shall be liable and agrees to keep in deposit with the **DEVELOPER** a sum of Rs. 25/- (Rupees Twenty Five only) per square feet (hereinafter referred to as the **SINKING FUND**)
- 4.8.2 The said **SINKING FUND** shall be held by the **DEVELOPER** until such time the Facility Management Company is engaged and/or **HOLDING ORGANISATION** is incorporated
- 4.8.3 The **SUB-LESSEE** acknowledges that it is necessary to deposit the said amount on account of **SINKING FUND** which shall be utilized in the event of any repairs and/or replacement being needed for the lift, water pump and other amenities and in the event of any part of the said **SINKING FUND** being utilized towards Capital Expenditure the **SUB-**

**LESSEE** agrees to replenish the proportionate amount by deposit of such further amount on account of **SINKING FUND**

4.8.4 The **SUB-LESSEE** acknowledges that payment of the aforesaid amounts as and by way of advances and/or deposit is necessary and essential for the purpose of ensuring that proper facilities are provided to each of the apartment owners during the continuance of the said **PRINCIPAL LEASE** and/or the renewed period

4.8.5 It is hereby expressly agreed and declared by and between the parties hereto that the said **SINKING FUND** which has been agreed to be deposited by the **LESSEE** is to be used for the purpose of meeting capital expenses and other major expenses as may be necessary and/or required from time to time for beneficial enjoyment of all the unit owners in the said **RESIDENTIAL SEGMENT** and in the event of any default on the part of the **SUB LESSEE** in making payment of the monthly maintenance charges in the manner as set forth in this agreement then and in that event without prejudice to any other right which the **DEVELOPER** may have, the **DEVELOPER** shall be entitled to adjust and appropriate the same out of the sinking fund and the interest accrued due thereon and in such an event the **SUB LESSEE** agrees to replenish the amount required to be kept deposit as and by way of **SINKING FUND**

#### **ARTICLE V - SECURITY FOR GROUND RENT**

5.1. As from the date of taking over possession, in addition to the payment of the Maintenance Charges, the **SUB LESSEE** shall be liable and has agreed to make payment of the proportionate share on account of the ground rent payable under the said **PRINCIPAL LEASE** and such amount payable by the **SUB LESSEE** shall be included in the monthly maintenance charges bills payable by the Sub Lessee and in the event of any default and/or non-payment thereof the **SUB LESSEE** shall keep the **DEVELOPER, LESSOR** and the other unit owners saved harmless and fully indemnified

#### **ARTICLE VI - CONSTRUCTION AND COMPLETION**

6.1 The **SUB-LESSEE** acknowledges that the said **RESIDENTIAL SEGMENT** is to comprise of various Towers each and each Tower shall have several **APARTMENT/FLAT/UNITS** constructed spaces, car parking spaces and dormitories and are to be constructed in accordance with the specifications as detailed out in the L&T Agreement or in accordance with such specifications as has been mutually agreed upon between the **DEVELOPER** and **L&T**.

6.2 Based on the time schedule given by **L&T** the said **L&T** and unless prevented by circumstances beyond its control in terms of the said **L&T** Agreement has agreed to construct erect and

complete the said Tower in which the said **APARTMENT/FLAT/UNIT** is situated on or before \_\_\_\_\_ with a grace period of 9 months (hereinafter referred to as the **COMPLETION DATE**)

- 6.3 The said Tower in which the said **APARTMENT/FLAT/UNIT** is situated shall be deemed to have been completed if provided with electricity, water, lift and other utilities and being certified so by the Architect
- 6.4 The said Tower in which the said **APARTMENT/FLAT/UNIT** is situated shall be constructed erected and completed in a workman like manner with such materials and/or specifications details whereof will appear from **THIRD SCHEDULE** hereunder
- 6.5 It is hereby expressly agreed and declared that super-built up area as certified by the Architect shall be conclusive and binding on the parties hereto.

#### 6.6 **CONSEQUENCES OF DELAY IN CONSTRUCTION**

- 6.6.1 Based on the time schedule given by **L&T** and other agencies which have been appointed by the **DEVELOPER**, the **DEVELOPER** shall make best efforts to construct erect and complete the said Housing Complex and/or Residential Area on or before the Completion Date as hereinbefore stated.
- 6.6.2 Time for completion of the said **FLAT/UNIT/APARTMENT** as herein stated is based on the contract entered into by the **DEVELOPER** with **LARSEN & TOUBRO LIMITED** and as such in the event of any delay in completion of the said **APARTMENT/FLAT/UNIT** within the Completion Date then and in that event the Developer shall be entitled to a grace period of six months (hereinafter referred to as the **CONSTRUCTION GRACE PERIOD**) and during the said Construction Grace Period the Developer shall be liable and the **SUB LESSEE** shall be entitled to interest on the amount paid by the **SUB LESSEE** till then at the rate of the then prevailing SBI PLR
- 6.6.3 If the **DEVELOPER** shall fail to complete the said **APARTMENT/FLAT/UNIT** within the said Construction Grace period then and in that event the **DEVELOPER** shall be entitled to a further grace period of another six months (hereinafter referred to as the **EXTENDED CONSTRUCTION GRACE PERIOD**) during which the **SUB LESSEE** shall be entitled to interest on the amount paid by the **SUB LESSEE** till then at the rate of the then prevailing SBI PLR plus 2% PROVIDED HOWEVER the **SUB LESSEE** has performed all the terms and conditions herein contained and on the part of the Sub Lessee to be paid performed and observed.
- 6.6.4 The **SUB LESSEE** hereby confirms that the aforesaid compensation agreed to be paid by the **DEVELOPER** is fair, reasonable and equitable.

**ARTICLE VII – COMMON PARTS & PORTIONS UTILITIES, AMENITIES AND FACILITIES**

7.1 **COMMON PARTS & PORTIONS – I** – of the Tower in which the said **APARTMENT/FLAT/UNIT** is situated – shall include, the following:

- i) The Land and all other areas of the Block and all apparatus, systems, equipment's and installations how or hereafter existing in the building or on the property nor part of any **APARTMENT/FLAT/UNIT**, for the common use of all **APARTMENT/FLAT/UNITs** or by all **APARTMENT/FLAT/ UNIT OWNERS** necessary or convenient for the existence, maintenance or use of the property as a whole
- ii) All foundations, columns, girders, beams and supports, including load bearing walls but excluding those which are specifically designated elsewhere
- iii) All structural floor assemblies including the underside of such assembly ceiling
- iv) All exterior walls of the Tower including the exterior limestone façade of the building and the structural masonry walls
- v) All windows, window frames, casements and mullions
- vi) All central and appurtenant installations for services such as electricity, telephone, television, gas, sewer, waste, hot and cold water (including all pipes, ducts, wires, chutes, cables and conduits located in Common Parts & Portions or in **APARTMENT/FLAT/UNITs**) and all other mechanical equipment spaces (except those which are contained in any **APARTMENT/ FLAT/UNITs** which serve or benefit all owners or other general Common Elements
- vii) All other facilities of the building including but not limited to shafts, pipes, wires, ducts, vents, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of all **APARTMENT/FLAT/UNITs** or all **APARTMENT/FLAT/UNIT OWNERS**

7.2 **COMMON PARTS AND PORTIONS - II** of the Tower in which the said **APARTMENT/FLAT/UNIT** is situated

- i) Lobbies and staircases, Stair Head Room, Lift Machine Room and
- ii) Lift well
- iii) All walls (save inside wall of any flat) and main gate
- iv) Overhead Water reservoirs of the Block and water tanks
- v) Water pipes (save those inside any flat)
- vi) Installations for fire fighting
- vii) Wiring and accessories for lighting of Common Portions



- viii) Electrical Installations relating to meter for receiving electricity from Electricity Supply Agency Pump and motor
- ix) Lift and lift machinery
- x) Drains, sewers and pipes including the material surface drainage
- xi) Ground Floor lobby.
- xii) Intercom System.
- xiii) Fire refuge platform
- xiv) Common toilets
- xv) Overhead water reservoir.
- xvi) Green Area adjoining to the Ground Floor of each Tower/Building.

### **7.3 COMMON UTILITIES AND AMENITIES AND FACILITIES**

For the purpose of beneficial use and enjoyment of the **SUB-LESSEE/ APARTMENT/ FLAT/UNIT OWNERS/FLAT OWNERS/APARTMENT OWNERS** into **RESIDENTIAL SEGMENT**, the **DEVELOPER** has agreed to provide the following facilities: -

- i) Landscaped garden & Podium
- ii) Boundary wall
- iii) Water body
- iv) Lobby, services area and driveway (excl. parking area)
- v) Internal road network including drainage and lighting
- vi) Landscaped boulevards
- vii) Club and attached facilities
- viii) Putting green
- ix) Walking and jogging track.
- x) Ramp to basement parking
- xi) Panoramic pool with party deck
- xii) Kids' pool
- xiii) Waterfall tunnel
- xvi) Grand fountain
- xvii) Natural pond edge
- xviii) Green area
- xxi) Basketball, Tennis and Volley Ball Court
- xxii) Gymnasium
- xxiii) CCTV with ip cameras for key locations

- 7.4 All such amenities and facilities shall be located at such place or places in the land forming part of the **RESIDENTIAL SEGMENT** and shall be of such specification and size as will be determined by the Architect from time to time.
- 7.5 The following shall remain exclusive to the **COMMERCIAL SEGMENT**: -
- i) Driveway, parking and hardscape within the commercial plot
  - ii) Landscaped gardens within the commercial plot
  - iii) Boundary wall
  - iv) Area lighting within the commercial plot
  - v) Common area lighting within the commercial tower
  - vi) Staircase, staircase lobby, Lift and Lift lobby, Ground floor lobby, Fire refuge platform, Lift machine room and Stair room, services in ground floor, common toilets, overhead water reservoir and all other facilities within the commercial plot.
  - vii) Fire detection system within plot
  - viii) Sprinkler / hydrant system within plot
  - ix) MV& LV electrical network including switchgear within plot
  - x) All other services / utilities within plot
  - xi) Diesel Generator s/s-1 DG of s/s 5 of 400 KVA
- 7.6 The following shall be common for the **RESIDENTIAL SEGMENT** and **COMMERCIAL SEGMENT**:-
- i) Main entrance gate including guard room.
  - ii) Main approach road from main gate to residential block
  - iii) Boundary wall alongside the common approach road
  - iv) Area lighting of main approach road from main gate to residential block
  - v) Landscaping of main approach road from main gate to residential block
  - vi) Drainage outlet sump including pump
- 7.7 **USE OF COMMON PARTS & PORTIONS**– Subject to the provisions of this Agreement and also subject to the rules and regulations which may be made applicable to all the **APARTMENT/FLAT/UNIT OWNERS** and/or as may be altered and/or modified from time to

time the **COMMON PARTS & PORTIONS** shall be for common use of all the Owners and/or their tenants, lessees and other occupiers and not those which are specifically reserved for any **APARTMENT/ FLAT/UNIT** and/or **APARTMENT/ FLAT/UNIT OWNER**

#### **ARTICLE VIII – FORFEITURE AND CANCELLATION**

- 8.1 In the event of failure on the part of the **SUB-LESSEE(s)** of the **TOTAL CONSIDERATION AMOUNT** in terms of the Payment Schedule forming part of the Provisional Allotment Letter then in pursuance to the terms as envisaged in Clause (7) of the Application Guidelines of the Application Form for booking of the aforesaid **APARTMENT/FLAT/UNIT** as described herein above and inspite of receipt of the notice of payment the **SUB-LESSEE(s)** shall be liable and responsible to pay interest at the rate of 18% per annum for the first three months of default in favour of the **DEVELOPER/LESSOR** from its due date of payment. After the expiry of the said three months the **DEVELOPER/LESSOR** at its own discretion and prerogative shall become entitled to cancel the application/provisional allotment of the within mentioned **APARTMENT/FLAT/ UNIT**, forfeit the delayed payment interest payable by the **SUB-LESSEE(s)** and refund the balance amount paid till such date of cancellation after deducting 5% of the **TOTAL CONSIDERATION AMOUNT** and all other ancillary charges falling due on the part of the **SUB-LESSEE(s)**.

#### **ARTICLE IX – PROCEDURE FOR TAKING POSSESSION**

- 9.1 The said **APARTMENT/FLAT/UNIT** shall be deemed to have been completed if provided with electricity, water, lifts, drainage, sewerage and other utilities and certified so by the Architect
- 9.2 Immediately after the said **APARTMENT/FLAT/UNIT** is completed the Developer shall give to the **SUB LESSEE** 15 days' notice, in writing (hereinafter referred to as the POSSESSION NOTICE)
- 9.3 As from the date of the Possession Notice, the **SUB LESSEE** shall be liable and agrees to make payment of the CAM Charges and the municipal rates taxes and other outgoings payable in respect of the said **APARTMENT/FLAT/UNIT** excepting that the **SUB LESSEE** shall not be entitled to occupy the said **APARTMENT/FLAT/UNIT** until such time completion certificate is obtained from the authorities concerned excepting that the **SUB LESSEE** on and from the date of the Possession Notice shall be entitled to enter upon the said flat for the purpose of carrying

out interiors and/or fit out works at its own cost into or upon the said Flat SUBJECT HOWEVER to the **SUB LESSEE** making payment of all amounts agreed to be paid by the **SUB LESSEE** to the **DEVELOPER** in terms of this agreement

**ARTICLE X - FAILURE OF THE SUB-LESSEE TO TAKE POSSESSION**

- 10.1 In the event of the **SUB LESSEE** failing to make payment of the amounts agreed to be paid in terms of this agreement within a period of fifteen days from the date of receipt of such Possession Notice then and in that event until such time all the amounts are paid the **SUB LESSEE** shall be liable to pay interest at the rate of 18% per annum on the amount remaining outstanding for the first three months of default and after expiry of the said period of three months (hereinafter referred to as the GRACE PERIOD) , if such default shall continue, then and in that event, the **DEVELOPER**, at its absolute discretion shall be entitled to cancel and rescind this agreement and after forfeiting an amount equivalent to 5% of the total consideration amount and the amount due and payable on account of delayed payment interest shall refund the balance amount in the manner as hereinafter appearing PROVIDED HOWEVER if the **SUB LESSEE** has made payment of 90% of the consideration amount then and in that event the **DEVELOPER** will be at liberty to letout and/or grant short term lease in respect of the said **APARTMENT/FLAT/UNIT** and adjust and appropriate the balance amount of consideration out of the rentals to be received by the **DEVELOPER** IT BEING EXPRESSLY AGREED AND DELAYED that this would not prevent the **DEVELOPER** from making over complete vacant possession of the said **APARTMENT/FLAT/UNIT** to the Tenant/Lessee upon execution and registration of the Deed of Sub lease. IT IS HEREBY made expressly clear that this right retained by the **DEVELOPER** of letting out is entirely at the absolute discretion of the **DEVELOPER** and without prejudice to any other right which the **DEVELOPER** may have.
- 10.2 Upon such termination and/or determination as above the **SUB LESSEE** shall cease to have any right or claim in respect of the said **APARTMENT/FLAT/UNIT** or under this agreement.
- 10.3 In the event of cancellation and/or determination of this agreement as above the amounts becoming refundable to the **SUB LESSEE** will be paid by the **DEVELOPER** to the Financial Institution/Bank, if any, from whom the **SUB LESSEE** has availed banking facilities and the **SUB LESSEE** hereby consents to the same **IT BEING EXPRESSLY AGREED AND UNDERSTOOD** that the **DEVELOPER** by making payment of the amount refundable to the **SUB LESSEE** to such bank and/or financial institution is not assuming any liability so far as the Bank/Financial Institution is concerned

**ARTICLE XI – MAINTENANCE OF THE COMMON PARTS & PORTIONS– MAINTENANCE CHARGES**

- 11.1 Taking into account the large number of **APARTMENTS/FLATS/UNITS** forming part of the **RESIDENTIAL SEGMENT**, it is necessary and desirable that for the purpose of proper and effective maintenance and management of the common parts and portions and/or elements and also for the rendition of the services, the same should be done or carried out by the Facility Management Company (hereinafter referred to as the **FMC**)
- 11.2 The **DEVELOPER** will be at liberty and the **SUB-LESSEE** hereby consents to the appointment of any **FMC** for undertaking the rendition of common services and holding the common parts and portion on such terms and conditions as may be agreed upon between the **DEVELOPER** and the **FMC** and the said **FMC** will be entitled to a minimum of 15% of **CAM** charges as and by way of **MANAGEMENT CHARGES** and as and when such **FMC** is appointed, all common parts and portions and/or elements forming part of the said **RESIDENTIAL SEGMENT**, shall stand vested and/or held by such **FMC**.
- 11.3 The **SUB-LESSEE** shall be liable and agrees to make payment of the **CAM** charges regularly and punctually and acknowledges that non-payment of such **CAM** charges is likely to adversely affect the other **SUB-LESSEE/OWNERS/UNIT OWNERS** in the **RESIDENTIAL SEGMENT** and as such, in the event of any default on the part of the **SUB-LESSEE** in making payment of such **CAM** charges and if such default shall continue for a period of sixty (60) days from the date of it becoming due then in that event, the **SUB-LESSEE** will not be entitled to avail any of the facilities and/or utilities and in addition thereto, the **FMC** and/or **SUB-LESSOR/HOLDING ORGANISATION** will also be entitled to
- i) discontinue supply of the electricity to the said **APARTMENT/FLAT/UNIT**;
  - ii) discontinue/disconnect the supply of water to the said **APARTMENT/ FLAT/UNIT**;
  - iii) withdraw the service of the lift for the **SUB-LESSEE** and other member of family of the **SUB-LESSEE** and the visitors;
  - iv) discontinue the facility of DG power back up;
  - v) withdraw all other facilities and utilities which the **SUB-LESSEE** may be entitled to and such facilities and utilities will not be restored until such time the **SUB-LESSEE** has made full payment of all the amounts in arrears on account of the **CAM** charges with interest @ 18% per annum.
- 11.4 In the event of such default, it will not be obligatory on the part of the **FMC** to serve any prior notice and the **SUB-LESSEE** in any event waives such notice being given

- 11.5 The **DEVELOPER** shall form or cause to be formed a '**HOLDING ORGANISATION**' representing all the **APARTMENT OWNERS** in the Residential Segment which may be an Association, Syndicate or an Association of Person or Body Corporate or a Limited Liability Partnership (hereinafter referred to as the **HOLDING ORGANISATION**) and upon the incorporation of such **HOLDING ORGANISATION** the control and management of all the common parts and portions, installations and equipments will be taken over by the **HOLDING ORGANISATION** and the **FMC** will continue to provide the said maintenance services on the terms and conditions agreed and recorded in the agreement to be entered into between the **DEVELOPER** and the **FMC**.
- 11.6 The **SUB-LESSEE** agrees to become a member of such **HOLDING ORGANISATION** and shall abide by the rules and regulations and shall become and deemed to become a member of such organization and shall comply with all the rules and regulations which may be made or prescribed by the **HOLDING ORGANISATION** from time to time.
- 11.7 The **DEVELOPER** may at its absolute discretion until such time the **HOLDING ORGANISATION** is formed and incorporated constitute an Adhoc committee of the Unit holders/Flat Owners of the **RESIDENTIAL COMPLEX** comprising of not less than 5 members and not more than nine (9) members, such Adhoc Committee shall hold and monitor the common parts and portions and maintain the rules and regulations as laid down as may be necessary or required from time to time subject to the rights of **FMC**.

#### **ARTICLE XII – HOUSE RULES**

- 12.1 After the **SUB-LESSEE** has taken over possession of the said **APARTMENT/FLAT/UNIT** the **SUB-LESSEE** as a separate covenant has agreed:
- A. TO CO-OPERATE** with the other **CO-SUB-LESSEE** and/or co-buyers and the **DEVELOPER** in the management and maintenance of the said building.
  - B. TO OBSERVE** the rules framed from time to time by the **DEVELOPER** and upon appointment of the **FMC** and/or formation of the **HOLDING ORGANISATION** by such **FMC** and/or **HOLDING ORGANISATION** as the case may be.
  - C. TO ALLOW** the **DEVELOPER** and/or their authorized representative and upon appointment of **FMC**, such **FMC** to enter into the said **APARTMENT/FLAT/UNIT** and/or common parts and portions for the purpose of maintenance and repairs.
  - D. TO PAY** and bear the common expenses and other outgoing and expenses since the notice and also the rates and taxes for and/or in respect of the said Tower including those mentioned in **ARTICLE VII** herein above written proportionately for the building and/or

common parts/areas and wholly for the said **APARTMENT/FLAT/UNIT** and / or to make deposits on account thereof in the manner mentioned hereunder to the **DEVELOPER**.

- E. TO DEPOSIT** the amounts reasonably required with the **DEVELOPER** and upon appointment of the **FMC** to such **FMC** as the case may be towards the liability for the rates and taxes and other outgoings
- F. TO PAY** charges for electricity in or relating to the said **APARTMENT/FLAT/UNIT** wholly and proportionately relating to the common parts and portions.
- G.** To use the said **APARTMENT/FLAT/UNIT** for residential purposes only and for no other purpose whatsoever or howsoever
- H.** To pay and discharge all existing and future rates and water charges, taxes (including service tax, VAT and all other taxes and levies which the Sub-Lessee is liable to pay), duties, charges, assessments, impositions and outgoings whatsoever which now are or at any time in future may be charged, levied, rated, assessed or imposed in respect of the said **APARTMENT/FLAT/UNIT** becoming due subsequent to Possession notice
- I.** From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said **APARTMENT/FLAT/UNIT**
- J.** To keep the said **APARTMENT/FLAT/UNIT** in a clean and tidy condition and to clean both sides of all windows and window frames and all other glass and other panels in the said **APARTMENT/FLAT/UNIT**

12.2 The **SUB-LESSEE** hereby further covenants by way of negative covenants as follows:

- A. NOT TO** sub-divide the said **APARTMENT/FLAT/UNIT** and/or the Parking space or any portion thereof
- B. NOT TO** do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding any temporary obstruction in the **SUB-LESSEE's** enjoyment of the said **APARTMENT/FLAT/UNIT**
- C. NOT TO** throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and/or compound or any portion of the building except in the space for garbage to be provided in the ground floor of the said building
- D. NOT TO** store or bring and allow to be stored and brought in the said **APARTMENT/FLAT/UNIT** any goods of hazardous or combustible nature or which are too heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner

- E. **NOT TO** hang from attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof
- F. **NOT TO** fix or install air conditioners in the said **APARTMENT/FLAT/ UNIT** save and except at the places, which have been specified in the said **APARTMENT/FLAT/UNIT** for such installation
- G. **NOT TO** allow goods, articles or materials of any description to be stored, stocked or displayed on any of the building common parts or otherwise other than in suitable bins and/or receptacles provided for such purpose
- H. **NOT TO DO** or cause anything to be done in or around the said **APARTMENT/FLAT/UNIT** which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said **APARTMENT/FLAT/UNIT** or adjacent to the said **APARTMENT/FLAT/UNIT** or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use
- I. **NOT** to use the said Flat or any part or portion thereof for any political meeting nor for any dangerous noxious or offensive trade or business
- J. **NOT** to slaughter or permit to be slaughtered any animal and/or bird visible to others nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said **RESIDENTIAL SEGMENT**
- K. **NOT** to permit any sale by auction or public meeting or exhibition or display to be held upon the **APARTMENT/FLAT/UNIT** nor to permit or suffered to be done into or upon the said **APARTMENT/FLAT/UNIT** or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/or occupiers
- L. **NOT** to keep in the said **APARTMENT/FLAT/UNIT** any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said **APARTMENT/FLAT/UNIT** and/or any other **APARTMENT/FLAT/UNIT** in the said residential complex
- M. **NOT** to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex
- N. **NOT TO** create hindrance/obstruction in any manner whatsoever to occupiers of the said new building particularly regarding use of Common Parts and Portions



- O. NOT TO** damage or demolish or cause to be damaged or demolished the said **APARTMENT/FLAT/UNIT** or any part thereof or the fittings and fixtures affixed thereto
- P. NOT TO** close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said **APARTMENT/FLAT/UNIT** which in the opinion of the **DEVELOPER/FMC** differs from the color scheme of the building or deviation or which in the opinion of the **DEVELOPER/FMC** may affect the elevation in respect of the exterior walls of the said building
- Q. NOT TO** install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such as shall be approved by the **DEVELOPER** and/or the Architect and the place where such grills are to be put up shall be as designated or identified by the **DEVELOPER/ARCHITECT/FMC**
- R. NOT TO** do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said **APARTMENT/FLAT/UNIT** or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured
- S. NOT TO** make in the said **APARTMENT/FLAT/UNIT** any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature
- T. THE SUB-LESSEE** shall not fix or install any window antenna on the roof or terrace of the said building nor shall fix any antenna excepting that the **SUB-LESSEE** shall be entitled to avail the central antenna facilities to be provided by the **DEVELOPER/FMC** to the **SUB-LESSEE** and also the other owners of the **APARTMENT/FLAT/UNITs** in the said PREMISES at their cost
- U. NOT TO** use the said **APARTMENT/FLAT/UNIT** or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring PREMISES or for any illegal or immoral purpose or as a Boarding House, CLUB HOUSE, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor

cars and shall not raise or put any kutchra or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space

- V. **NOT TO** use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars
- W. **NOT TO** draw any wire, cable, pipe from or through any common parts or portions or outside wall of the tower
- X. **NOT TO** commit any alteration, changes in the pipes, conduits, cables or other fittings and fixtures
- Y. **NOT TO** allow or permit to be parked the vehicles of the Guest/visitors of the Sub-Lessee within the parking space or any open area/space within the Housing Complex
- Z. **NOT TO** overload the electrical wiring
- AA. **NOT TO** park car on the pathway or open spaces of the building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the **DEVELOPER/FMC**
- BB. **TO ABIDE** by such building rules and regulations as may be made applicable by the **DEVELOPER** and upon appointment of the **FMC** by such **FMC**
- CC. **NOT TO** display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the said PREMISES
- DD. **NOT TO** do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt
- EE. In the event of non-payment of such **CAM** Charges the **SUB-LESSEE** shall be liable to pay interest at the rate of 18 % per annum to the **DEVELOPER** and upon appointment of the **FMC** to such **FMC** and of such default shall continue for a period of ninety days (90) from the date it becomes due then or if the **SUB-LESSEE** shall commit any breach of the covenants hereto and in that event without prejudice to any other rights which the **DEVELOPER** and/or **FMC** may have the **DEVELOPER** and/or the **FMC** shall be entitled to and the **SUB-LESSEE** hereby consents to the:
  1. To discontinue the supply of electricity
  2. To discontinue / disconnect the supply of water
  3. To withhold the services of lifts to the **SUB-LESSEE** and the members of their families and visitors and the same shall not be restored until such time the **SUB-LESSEE** having made full payment of the amounts due with interest at the aforesaid rate
  4. To discontinue the facility of DG power back-up

5. To withdraw use of all other utilities/facilities/benefits and the same shall not be restored until payment of all the outstanding dues and interest accrued thereof

**12.3 CAR PARKING SPACE(S):**

- a) **PARKING** of Car will be permitted only if specifically, allotted
- b) **THE** said Parking Space/s shall be used only for the Purpose of Parking of car (s)
- c) **THE SUB-LESSEE** shall not permit anybody to reside in the said Parking Space/s or use the same for any other purpose other than parking of cars
- d) **THE SUB-LESSEE** shall not park nor shall permit anybody to park the car(s) in the said Parking Space(s) in a manner, which may obstruct the movement of other car(s)
- e) **IN** the event of the **SUB-LESSEE** washing car(s) or permitting anybody to wash car(s) in the said Parking Space(s) then and in that event it will be obligatory on the part of the **SUB-LESSEE** to clean up the entire space and if because of any negligent act on the part of the **SUB-LESSEE** any lesser damage is caused to any person then in that event Sub-Lessee shall be liable and agrees to keep the **LESSOR** and **DEVELOPER** indemnified
- f) **THE SUB-LESSEE** shall not be entitled to cover up and / or make any construction on the said Parking Space(s) and / or open spaces
- g) **NOT** to store nor permit anybody to store any articles or things into or upon the said Parking Space(s)
- h) **TO** abide by all the rules and regulations as may be made applicable for the use of the Parking Space(s) from time to time by the **FMC**
- i) **MUST NOT** let, or part with possession of the Car(s) Parking Space excepting as a whole with the said **APARTMENT/FLAT/UNIT** to anyone else excepting to a person who owns a Flat in the building and the **SUB-LESSEE** will give an undertaking and sign a document of adherence that the Car Parking space will be held only for the parking of cars

- 12.4 The aforesaid negative covenants are independent of each other and are capable of being enforced independently

**ARTICLE XIII –FORCE MAJEURE**

- 13.1 The **DEVELOPER/LESSOR** shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the **LESSOR/DEVELOPER** to be performed and observed if it is prevented by any of the conditions as detailed out in Article II (xiii) under the definition of Force Majeure and also mentioned in Article 6.2 of this Agreement to Sub-Lease

**ARTICLE XIV - CLUB HOUSE, UTILITIES & FACILITIES**

- 14.1 The **DEVELOPER** has agreed to earmark an area forming part of the **RESIDENTIAL SEGMENT** which will unless prevented by circumstances beyond the control of the **DEVELOPER** will comprise of CLUB HOUSE and other utilities, amenities and facilities as more fully and particularly described in Article 7.3 herein above.
- 14.2 All the aforesaid facilities will be subject to such rules and regulations as may be made applicable from time to time by the **DEVELOPER** and after formation of the **HOLDING ORGANISATION** by such **HOLDING ORGANISATION**.
- 14.3 Sub-lessee and other apartment owners will be liable to make payment of such monthly subscription charges and other amounts as may be made applicable from time to time for availing the use of such facilities and shall abide by other rules as may be applicable.

**ARTICLE XV – DOCUMENTATION**

- 15.1 This **AGREEMENT TO SUB-LEASE** for transfer of the Leasehold interest relating or pertaining to the said **APARTMENT/FLAT/UNIT** is prepared by Mr. R. L. Gaggar, Solicitor & Advocate incorporating the essential terms and conditions herein contained and agreed between the parties hereto and such other clauses conditions stipulations and covenants as are to be provided for in the Agreements to Sub-Lease. The **SUB-LESSEE** agrees that the said documentation of the **AGREEMENT TO SUB LEASE** and the subsequent **DEED OF SUB-LEASE** shall be binding on the **SUB-LESSEE(S)**. Any future hindrance or objection raised by the **SUB-LESSEE(S)** in this regard shall not be entertained either by the **LESSOR** or by the **DEVELOPER** in any manner whatsoever.
- 15.2 The Deed of Sub Lease in respect of the Flat/Unit/Apartment , Car Parking Space and Servants Berth intended to be acquired by the Sub Lessee shall be executed within a period of thirty days from the date of Possession Notice being given by the **DEVELOPER** to the **SUB LESSEE** (hereinafter referred to as the **EXECUTION DATE**) and seven days before prior to the Execution Date it shall be obligatory on the part of the **SUB LESSEE** to deposit the requisite amount on account of payment of stamp duty, registration charges, legal fees and other incidental expenses in connection therewith and in the event of any default on the part of the **SUB LESSEE** in depositing the amount as aforesaid it will not be obligatory on the part of the **DEVELOPER** to execute the Deed of Sub Lease and the **DEVELOPER** shall be entitled to such damages as may be awarded by the Arbitrator as hereinafter appearing

### **ARTICLE XVI – EVENTS OF DEFAULT**

- 16.1 The **SUB-LESSEE** agrees that all defaults, breaches and/or non-compliance of any of the terms and conditions of this Agreement shall be deemed to be events of defaults liable for consequences stipulated herein. Some of the indicative events of defaults are mentioned below which are merely illustrative and are not exhaustive.
- (a) Failure to make payments under this Agreement;
  - (b) Failure to perform and observe any or all of the **SUB-LESSEE's** obligations including those set forth in this Agreement;
  - (c) Failure to take possession of the Said **APARTMENT/FLAT/UNIT** within the time stipulated by the **DEVELOPER** in its notice;
  - (d) Failure to execute the **DEED OF SUB-LEASE** within the time stipulated by the **DEVELOPER** in its notice ;
  - (e) Failure to use the said **APARTMENT/FLAT/UNIT** for the specified use/ permitted use;
  - (f) Assignment of this Agreement or any interest of the **SUB-LESSEE** in this Agreement without prior written consent of the **DEVELOPER**;
  - (g) Dishonor of any cheque(s) given by the **SUB-LESSEE** for any reason whatsoever;
  - (h) Non-adherence of any guidelines, policies, rules as framed by the **DEVELOPER**, from time to time with regard to interior fit outs, working hours, etc. and refusal to sign any document, letter and undertaking required for the above purpose;
  - (i) Any other acts, deeds or things which the **SUB-LESSEE** may commit, omit or fail to perform in terms of this Agreement, any other undertaking, Affidavit/Agreement/Indemnity etc. or as demanded the **DEVELOPER** which in the opinion of the **DEVELOPER** amounts to an event of default and the **SUB-LESSEE** agrees and confirms that the decision of the **DEVELOPER** in this regard shall be final and binding on the **SUB-LESSEE**;

### **ARTICLE XVII – GENERAL**

#### 17.1 **ABANDONMENT**

The **SUB-LESSEE** agrees and understands that the **DEVELOPER** may abandon the project due to any reason whatsoever, without giving any reasons and if the **DEVELOPER** abandons the project then this Agreement shall stand terminated and the **SUB-LESSEE** shall be entitled to refund the amount paid under this Agreement along with SBI PLR+2% interest per annum for the period the amount has been lying with the **DEVELOPER** and the **DEVELOPER** shall not be liable to pay any other compensation whatsoever.

## 17.2 RIGHT TO ENTER THE SAID APARTMENT/FLAT/UNIT FOR REPAIRS

The **SUB-LESSEE** confirms that even after the executing the **DEED OF SUB-LEASE** the Maintenance Agency has the right or unrestricted usage of all common parts and portions for providing necessary maintenance services. The

**SUB-LESSEE** acknowledges that the Maintenance Agency shall have the right to enter into the said **APARTMENT/FLAT/UNIT** or any part thereof, after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the said **APARTMENT/FLAT/UNIT** or the defects in the **APARTMENT/FLAT/UNIT** above or below the said **APARTMENT/FLAT/ UNIT**. Any refusal of the **SUB-LESSEE** to give such right to entry shall be deemed to be a violation of the terms of this agreement and the **DEVELOPER/FMC** shall be entitled to take such action as it may deem fit.

## 17.3 USE OF THE SAID APARTMENT/FLAT/UNIT

The **SUB-LESSEE** shall not use the said **APARTMENT/FLAT/UNIT** for any purpose other than for residential purposes nor may cause nuisance or annoyance to other **APARTMENT/FLAT/UNIT** holders of the said building/complex; or for any illegal or immoral purpose; or to do or cause to be done in or around the said **APARTMENT/FLAT/UNIT** which tends to cause interference to any adjacent **APARTMENT/FLAT/UNIT/BUILDING** or in any manner interfere with the use of roads or amenities available for common use. The **SUB-LESSEE** shall indemnify and keep the **DEVELOPER** indemnified against any action, damages or loss due to misuse for which the **SUB-LESSEE** or their assignees shall be solely responsible. If the **SUB-LESSEE** uses or permit the use of the said **APARTMENT/FLAT/UNIT** for any other purpose other than permitted use, then the **DEVELOPER** shall be entitled to treat this Agreement as cancelled and resume the possession of the said **APARTMENT/FLAT/UNIT** and the **SUB-LESSEE** has agreed to this condition. The **SUB-LESSEE** specifically agrees to strictly adhere to the terms and conditions as may be determined and/or framed by the **DEVELOPER/FMC**, from time to time and are subject to statutory guidelines issued by the Authority.

## 17.4 ROOF

The ultimate roof/terrace of a particular block and/or tower shall be treated as the Roof/Terrace

17.4.1 The **LESSOR/DEVELOPER** shall be entitled to subject to permission being granted to make further and/or additional construction on the said Roof (hereinafter referred to as the **ADDITIONAL CONSTRUCTIONS**) and to connect such additional constructions with the

existing facilities and/or amenities such as lifts, staircases, sewerage, drainage etc. available in the said **RESIDENTIAL SEGMENT** and/or Housing Complex and the Sub-Lessee(s) hereby consents to the same and has further agreed as and by way of negative covenants not to do any act deed or thing whereby the Lessor and/or the Developer is prevented from undertaking such additional constructions

17.4.2 In the event of such additional constructions being made the Developer has reserved unto itself the ultimate roof of such additional constructions for the purpose of display of hoarding signs, putting up antennas glow sign neon signs and other display materials on such part or portion of the said Roof as the Developer in its absolute discretion shall deem fit and proper and the Sub-Lessee(s) agrees not to raise any obstruction whatsoever or howsoever

**17.5 RIGHT OF THE DEVELOPER TO MAKE ADDITIONAL FLOORS/CONSTRUCTIONS IN/ON THE SAID COMPLEX/SAID BUILDING**

Taking into account the total area of land forming part of the Housing Complex that is likely that some open spaces not being used for any common utilities and amenities and as such if permitted the **DEVELOPER** may make further and additional constructions therefor and as such.

**ARTICLE XVIII – MISCELLANEOUS**

**18.1 BINDING EFFECT**

Forwarding this agreement to the **SUB-LESSEE** by the **DEVELOPER** does not create a binding obligation on the part of the **DEVELOPER**, until a copy of this Agreement executed by the **SUB-LESSEE** if delivered to the **DEVELOPER** within thirty days (30) from the date of dispatch of this Agreement by the **DEVELOPER**. Upon such failure of the **SUB-LESSEE**, the Application of the **SUB-LESSEE** may be treated as cancelled and the Earnest Money and Non Refundable Amounts paid by the **SUB-LESSEE** shall stand forfeited.

**18.2 ASSIGNMENT OF AGREEMENT**

The said **APARTMENT/FLAT/UNIT** in favour of the **SUB-LESSEE** is not assignable or transferable nor that name of the Buyer can be added, substituted and/or deleted for a period of 18 (eighteen) months from the date of issuance of the Provisional Allotment Letter pertaining to the subject **APARTMENT/FLAT/UNIT**. However, after the expiry of eighteen months upon receipt of written communication from **SUB-LESSEE** wherein expressing his/her/its desire to transfer the allotment of the said **APARTMENT/FLAT/UNIT** to his/her/its Nominee the **DEVELOPER**, at its sole discretion subject to execution of the Tripartite Nomination Agreement

and receipt of nomination charges permit the **SUB-LESSEE** to get the name of his/her/its nominee substituted, added and/or deleted in his/her/its place. The **DEVELOPER** may grant such permission on such terms and conditions as morefully and particularly stated in the Application Guidelines and upon payment of such Transfer Charges mentioned therein as it may deem fit in its sole discretion. The **SUB-LESSEE** shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment, addition, deletion and/or substitution.

### **18.3 ENTIRETY OF AGREEMENT**

The Lease agrees that this agreement including the preamble, recital, annexures and the terms and conditions contained in the Application constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all earlier understanding, any other agreements, correspondence, arrangements whether written or oral, if any, between the Parties hereto. The terms and conditions of this Application shall continue to be binding on the **SUB-LESSEE** save and except in case where the terms and conditions of the Application are at variance with the terms and conditions of this agreement in which case the terms and conditions of this Agreement shall prevail and supersede. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate agreement duly signed by the parties.

### **18.4 AGREEMENT SPECIFIC ONLY TO THE SAID APARTMENT/FLAT/UNIT**

The **SUB-LESSEE** agrees that the provisions of this Agreement, Maintenance Agreement, and those contained in other annexures are specific and applicable to the said **APARTMENT/FLAT/UNIT** in the said Building/Complex and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceeding before any court(s) forum(s) involving any other space(s) project(s) of the **DEVELOPER** or its associates, subsidiaries or partnership firms in which the **DEVELOPER** is a partner or is otherwise interested.

### **18.5 WAIVER NOT A LIMITATION TO ENFORCE**

Notwithstanding anything else contained in this agreement

- a) The **DEVELOPER** may, at its sole option and discretion, waive in writing the breach by the **SUB-LESSEE** of not making payments as per the Payment Plan given in Fourth Schedule but on the condition that the **SUB-LESSEE** shall pay to the **DEVELOPER** interest which



shall be charged after the due date as hereinbefore prescribed in clause 15.2 and for all periods of delay after the due date. It is made clear and so agreed by the **SUB-LESSEE** that exercise of discretion by the **DEVELOPER** in case one **SUB-LESSEE** shall not be construed to be a precedent and/or binding on **DEVELOPER** to exercise such discretion in case of other **SUB-LESSEES**. In the event of any delay in payment of the annual lease rent, the **SUB-LESSEE** shall be liable to pay to the **DEVELOPER** interest at the aforesaid rate which shall be charged and for all periods of delay after the due date

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

#### **18.6 SUPERSESSION**

This Agreement supersedes all previous agreements, arrangements, memorandums of understanding, allotment letters and all other writings and none of the parties shall be entitled to rely on the same.

#### **18.7 SEVERABILITY**

The **SUB-LESSEE** agrees and understands that if any provisions of this Agreement is determined to be void or unenforceable under the applicable law, such provision 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 applicable Law and the remaining provisions of this agreement shall remain valid and enforceable as applicable at the time of execution of this agreement

#### **18.8 CAPTIONS/HEADINGS**

The captions/headings in this agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Agreement or the intent of any provisions hereof. The true interpretation of any matter/clauses in this Agreement shall be done by reading the various clauses in this Agreement as a whole and not in isolation or in parts or in terms of captions provided.

#### **18.9 RIGHT TO JOINT AS AFFECTED PARTY**

The **DEVELOPER** shall have the right to join as an affected party in any suit/complaint filed before any appropriate Court by the **SUB-LESSEE** if the **DEVELOPER's** rights under this

Agreement are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint. The **SUB-LESSEE** agrees to keep the **DEVELOPER** fully informed at all times in this regard.

#### **18.10 INDEMNIFICATION**

The **SUB-LESSEE** hereby covenants with the **DEVELOPER** to pay from time to time and at all times the amount which the **SUB-LESSEE** is liable to pay under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep the **DEVELOPER** and its agents and representatives, estates and effects, indemnified and harmless against any cost, loss/liabilities or damages that the **DEVELOPER** may suffer as a result of non-payment, non-observations or non-performance of any of the covenants and conditions stipulated in this Agreement. This will be in addition to any other remedy provided in this Agreement. This will be in addition to any other remedy provided in this Agreement and/or available in law

#### **18.11 BROKERAGE/SERVICE COMMISSION**

If the **DEVELOPER** has paid commission to a broker, then the said amounts shall also form a part of the Non Refundable Amounts. However, the **SUB-LESSEE** shall bear the expenses to any person for services rendered by such person to the **SUB-LESSEE** whether in or outside India for acquiring the said **APARTMENT/FLAT/UNIT**. The **DEVELOPER** shall in no way whatsoever be responsible or liable for such payment nor the **SUB-LESSEE** has the right to deduct such charges from the total premium and other charges payable to the **DEVELOPER** for the said **APARTMENT/FLAT/UNIT**. Further the **SUB-LESSEE** shall indemnify and hold the **DEVELOPER** free and harmless from and against any or all liabilities and expenses in this connection. However, if the **DEVELOPER** has paid commission to a broker, then the said amounts shall also form a part of the Non Refundable Amounts and would be deducted from the amounts required to be refunded to the **SUB-LESSEE** in case of cancellation or allotment or otherwise.

#### **18.12 FURTHER ASSURANCE**

The **SUB-LESSEE** agrees that the persons to whom the said **APARTMENT/ FLAT/UNIT** is let, transferred, assigned or given possession shall execute, acknowledge and deliver to the **DEVELOPER** such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as the **DEVELOPER** may reasonably request in order to effectuate the provisions of this agreement or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction

### 8.13 PLACE OF EXECUTION

The execution of this Agreement will be complete only upon its execution by the **DEVELOPER** through its authorized signatory either at the **DEVELOPER's** Registered Office situated at Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, Kasba, Kolkata – 700107 or at its Site Office situated at Holding/PREMISES No. 2, Jessore Road, Kolkata – 700 028 after the copies duly executed by the **SUB-LESSEE** are received by the **DEVELOPER**. The Agreement shall be deemed to have been executed at Kolkata

### 18.14 COPIES OF THE AGREEMENT

Two copies of this Agreement shall be executed and the **DEVELOPER** shall retain the original and the other copy shall be retained by the **SUB-LESSEE** for his/her/its reference and records. It shall be the responsibility and obligation of the **SUB-LESSEE** to have this Agreement stamped and registered and if because of any default or avoidance on the part of the **SUB-LESSEE** not to stamp or register this Agreement any loss or damage is caused to the **LESSOR** and **DEVELOPER** the Sub-Lessee shall be liable for the same and agrees to keep them duly indemnified.

### 18.15 NOTICES

Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by Registered Post/Speed Post with Acknowledgment Due, or by fax addressed to the intended recipient at its address set out in this agreement or to such other address or telefax number as any party may from time to time duly notify to the others. Any such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served (if given or made by fax) on the next following business day in the place or receipt (of if given by registered post with acknowledgement due) two days after posting and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such telefax was duly dispatched to a current telefax number of the addressee.

### 18.16 JOINT SUB-LESSEES

In case there are joint **SUB-LESSEE(s)** all communication shall be sent by the **DEVELOPER** to the **SUB-LESSEE** whose name appears first and at the address given by the **SUB-LESSEE** which shall for all intents and purposes be considered as properly served on all the **SUB-LESSEES**.

### **18.17 RIGHT TO TRANSFER OWNERSHIP**

The **DEVELOPER** reserves the right to transfer ownership of the complex in whole or in parts to any other person by way of disposal/court based amalgamations/due to change in the shareholding structure of the **DEVELOPER**/change in the constitution of the **DEVELOPER** or any other arrangement as may be decided by the **DEVELOPER** in its sole discretion and the **SUB-LESSEE** agrees that he/she/it shall not raise any objection in this regard, provided that the rights of the **SUB-LESSEE** under this Agreement shall not get affected.

### **18.18 COVENANTS REASONABLE**

The parties agree that having regards to all the circumstances the covenants contained herein are reasonable and protecting the rights of all the parties herein. If any such covenant is held to be void as going beyond what is reasonable in all the circumstances but would be valid if amended as to the scope or duration or both the covenant will apply with such modification regarding its scope and duration as may be necessary to make its valid and effective.

### **18.19 GOVERNING LAW**

It is clarified that the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.

## **ARTICLE XIX - DISPUTE RESOLUTION BY ARBITRATION**

- 19.1 The parties hereto acknowledge that in the event of any disputes and/or differences arising between the parties regarding the interpretation scope or effect of any of the terms and conditions herein contained or determination of any liability either during the continuance of this agreement or expiry thereof shall be referred to arbitration and as such it has been agreed between the parties that the only forum available to the parties to seek remedy is to refer all disputes and differences to arbitration.
- 19.2 It has been agreed by and between the parties hereto that in the event of any disputes and/or differences arising between the parties hereto regarding the interpretation scope or effect of any of the terms and conditions herein contained or determination of any liability either during the continuance of this agreement or expiry thereof all such disputes and differences would be referred to the sole arbitration of Mr. O.P. Jhunjunwala, Solicitor & Advocate of Khaitan & Co, IB Old Post Office Street, Kolkata 700 001. In the event of the said Mr. O.P. Jhunjunwala avoiding and/or refusing and/or becoming incapable of acting as an Arbitrator then and in that event all

such disputes and differences would be referred to the sole arbitration of Mr. R. K. Agarwal of RKA Advisory Services Pvt. Ltd., The Chambers Tower No. 01, 1<sup>st</sup> floor, Unit – 107 & 108, 1865, Rajdanga Main Road, Kolkata – 700 107 or any person who may be nominated by Mr. O.P. Jhunjhunwala or Mr. R.K. Agarwal and the same would be deemed to be a reference within the meaning of the Arbitration & Conciliation Act 1996 or any other statutory modification or enactment thereto for the time being in force

- 19.3 The Arbitrator shall have summary powers
- 19.4 It would not be obligatory on the part of the Arbitrator to follow the principles laid down under the Indian Evidence Act
- 19.5 The Arbitrator shall be entitled to pass interim awards and/or directions
- 19.6 The parties assure and covenant with each other that they have full trust and confidence in the Arbitrator and agree to abide by all his directions and/or awards and not to challenge the same in any manner whatsoever or howsoever
- 19.7 Courts at Kolkata alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(THE SAID PREMISES)**

**ALL THAT** the piece and parcels of land measuring 14.4890 acres (more or less) lying and situated at Holding/PREMISES No. 2, Jessore Road, Kolkata – 700 028 as mentioned herein below :-

<b>District</b>	<b>Police Station</b>	<b>Mouza with J.L. No.</b>	<b>Plot No.</b>	<b>Area in (Acre).</b>
North 24 Parganas	Dum Dum	Dum Dum House 19	(4)	(5)
			111	0.1694
			247	0.2425
			246	1.5312
			113	0.5187
			251	0.6562
			275	0.7657
			112/154	0.6379
			245/297	4.0147
			248/298	0.2250
			275/1344	0.0780
			112	0.8715
			109	0.7290
			248/276	0.1400
			248	3.6812
153	0.2280			
			<b>Total Area</b>	<b>14.4890 Acre</b>

Being butted and bounded as follows:-

- ON THE NORTH** : By land held by Shrachhi Engineering Industries Ltd.  
**ON THE EAST** : By Jessore Road.  
**ON THE SOUTH** : By private properties.  
**ON THE WEST** : By private properties.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**PART I – LANDS FORMING PART OF THE RESIDENTIAL SEGMENT**

The land dedicated and shall form a part of the **RESIDENTIAL SEGMENT** shall admeasure 13. 13 Acres (more or less) including water body and common drain area.

**PART II – LANDS FORMING PART OF THE COMMERCIAL SEGMENT**

The land dedicated and shall form a part of the **COMMERCIAL SEGMENT** shall admeasure 0. 29 Acres (more or less) including common drain area.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(THE SAID APARTMENT/FLAT/UNIT)**

**ALL THAT** the **APARTMENT/FLAT/UNIT No.**\_\_\_\_\_ on the \_\_\_\_\_ Floor of the Tower No. \_\_\_\_\_ forming part of the said **RESIDENTIAL SEGMENT** in the Housing Complex to be known as **EMAMI CITY** containing by admeasurement an area of \_\_\_\_\_ sq. ft. (more or less) together with \_\_\_\_\_ basement/covered/open car parking space and \_\_\_\_\_ servant's berth, being butted and bounded by

<b>IN THE EAST BY</b>	
<b>IN THE WEST BY</b>	
<b>IN THE NORTH BY</b>	
<b>IN THE SOUTH BY</b>	

**FOURTH SCHEDULE**  
**Specification of Finishing Items.**

<b>Wall finish</b>	Internal Walls	-Finished with POP
	External Walls	-Weather shield paint and/or textured coating finish as per design of the Architect
<b>Flooring</b>	Living/Dining/All Bedrooms	-Vetrified Tiles
<b>Kitchen</b>	Flooring	-Anti-skid Ceramic Tiles
	Wall finishes	-Ceramic tiles-Dado-up to 2 feet above working platform -Granite Counter with stainless steel sink
<b>Toilets</b>	Flooring	-Anti-skid Ceramic Tiles
	Wall finishes	-Ceramic tiles-Dado-up to 7 feet -C. P. fittings and sanitary fittings of a reputed make
<b>Windows</b>		-Powder coated/anodized aluminum/UPVC window with glazing
<b>Doors</b>	Main doors	-Decorative panel main door of reputed make with night latch and magic eye
	All internal doors	-Seasoned hard wood frames with flush core moulded shutters
<b>Electrical</b>		-Provisions for Split A/C Units in all bedrooms, living and dining -Sufficient electrical points in living rooms and telephone socket provision -Washing machine point -Modular switches -Intercom system
<b>DG Backup</b>		-DG Backup for Type A. 75 KVA, Type B/C 1.5 KVA and Type D/E 2.0 KVA, provided at extra cost.
<b>Elevators</b>		-One 13 passenger and one 15 passenger-cum-stretcher lift for each tower



**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**(MODE OF PAYMENT OF CONSIDERATION AMOUNT)**

**I. APARTMENT/FLAT/UNIT VALUE :-**

Sl. No.	Event	Amount to be paid
1	On Allotment	20% of total Consideration after adjusting the application money + 50% of Legal Fees
2	Within 30 Days from the date of Allotment	10% of Flat Value
3	Within 60 Days from the date of Allotment	10% of Flat Value
4	On Intimation of possession	60% of Flat value + Extras & Deposits as mentioned below under the head II
5	Servants' Berth	To be charged extra subject to allotment

**II. Extra Charges & Deposits :-**

a	Club Membership	Rs 60/- per sq ft
b	Utility charges such as DG Connection, electricity, etc.	Rs 75/- per sq ft
c	Legal charges	Rs 11,000/- per flat
d	Sinking funds	Rs 25/- per sq ft
e	Interest Free Municipal Tax Deposit (IFMD)	Rs 1.50/- per sq ft x 12 months = Rs 18/- per sq ft
f	Interest Free Maintenance Security (IFMS)	Rs 1.50/- per sq ft x 12 months = Rs 18/- per sq ft
g	CESC meter and connection charges	On actual
h	Stamp duty, Registration Charges, Incidental Expenses, Govt. Taxes and levies, any other charges	As applicable
I	Servant Accommodation	To be charged extra subject to allotment
J	Piped Gas Bank connection	Rs. 25,000/- per flat

**IN WITNESS WHEREOF** the Parties hereto have hereunto and to a duplicate copy hereof set and subscribed their respective hands at the places and on the day, month and year mentioned under their respective signatures:

**SIGNED AND EXECUTED BY THE DEVELOPER**

At **Kolkata** in the presence of

**SIGNED AND EXECUTED BY THE LESSOR**

At **Kolkata** in the presence of

**SIGNED AND EXECUTED BY THE SUB-LESSEE**

At **Kolkata** in the presence of