

AGREEMENT FOR SUB-LEASE

This Agreement for Sub-Lease ("**Agreement**") is executed on this [____] day of [____], 2018

BY AND BETWEEN

PS GROUP REALTY PRIVATE LIMITED (PAN No. AABCP5390E) (CIN No [____]), a company within the meaning of the Companies Act, 1956, as extended by the Companies Act, 2013, having its registered office situated at 1002, E M Bypass, Kolkata – 700 105 Police Station – Pragati Maidan, Post Office Dhapa, and represented by its authorized signatory, _____ (Aadhaar No. [____]), son of Mr. Surendra Kumar Dugar, residing at _____, Police Station- _____, Post Office- _____, having Permanent Account No. _____ and authorized vide Board resolution dated [____], hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **FIRST PART**;

AND

(1) TIVOLI PARK APARTMENTS PRIVATE LIMITED (PAN No. AABCT9368G) (CIN No [____]), a company incorporated under the Companies Act, 1956 and having its registered office at 'Poddar Court', 9th Floor, Gate No.1,18 Rabindra Sarani, Police Station Lal Bazar , Post Office Bowbazar ,Kolkata – 700 001 acting through its constituted attorney Mr. Gaurav Dugar, son of Mr Surendra Kumar Dugar residing at _____, P.S. _____ (previously – _____), P.O. _____, Kolkata – _____ having Permanent Account No. _____, hereinafter referred to as "**FIRST LESSEE**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and/or assigns) **(2) VIEWLINK HIGHRISE LLP (PAN No. AANFV6999C)**, a limited liability partnership firm incorporated in accordance with the provisions of the Limited Liability Partnership Act, 2008, having its registered office situated at 'Todi Mansion', 2nd floor, 1, Lu Shun Sarani, Kolkata – 700 073, Police Station Bowbazar, Post Office Chittaranjan Avenue, and represented by through its constituted attorney Mr. Gaurav Dugar, son of Mr Surendra Kumar Dugar residing at _____, P.S. _____ (previously – _____), P.O. _____, Kolkata – _____ having Permanent Account No. _____, hereinafter referred to as "**SECOND LESSEE**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and/or assigns) **(3) ARIAL VIEW HIGHRISE LLP (PAN No. ABFA2816M)**, a limited liability partnership firm incorporated in accordance with the provisions of the Limited Liability Partnership Act, 2008, having its registered office situated at 16A Brabourne Road, 9th floor, Kolkata - 700 001, Police Station Hare Street, Post Office – Radha Bazar, and represented by its constituted attorney Mr. Gaurav Dugar, son of Mr Surendra Kumar Dugar residing at _____

_____, P.S. _____ (previously – _____), P.O. _____, Kolkata – _____ having Permanent Account No. _____, hereinafter referred to as the **"THIRD LESSEE"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and/or assigns) (4) **OUTSHINE DEVELOPERS LLP (PAN No. AAEF06728R)**, also a limited liability partnership firm incorporated in accordance with the provisions of the Limited Liability Partnership Act, 2008, having its registered office situated at 16A Brabourne Road, 9th floor, Kolkata - 700 001, Police Station Hare Street, Post Office – Radha Bazar, and represented by its constituted attorney Mr. Gaurav Dugar, son of Mr Surendra Kumar Dugar residing at _____, P.S. _____ (previously – _____), P.O. _____, Kolkata – _____ having Permanent Account No. _____, hereinafter referred to as the **"FOURTH LESSEE"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and/or assigns). The **First Lessee, Second Lessee, Third Lessee** and **Fourth Lessee** are collectively referred to as **"LESSEE(S)"** of the **SECOND PART**

AND

[If the Allottee is a company]

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

[OR]

[If the Allottee is a Partnership]

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

[OR]

[If the Allottee is an Individual]

Mr./Ms. [____] (Aadhaar No. [____]), son / daughter of [____], aged about [____] years residing at [____], (PAN [____]) hereinafter called the **"Allottee"** (which expression shall

unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is a HUF]

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

(Please insert details of other Allottee(s) in case of more than one Allottee)

The Promoter, Lessees and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A) The Trustees of the Trust Estate of Late Raja Rajendra Mullick Bahadur and the Shebaites of Iswar Sri Sri Jagannath Deb Jew (hereinafter collectively referred to as the "**OWNERS**") are the owners of ALL THAT the Municipal Premises No. 225B, Acharya Jagadish Chandra Bose Road, Kolkata - 700 020 recorded to contain by estimation an area of 9 bighas 4 cottahs 3 chittacks and 39 sq.ft. more or less together with the various buildings and structures standing thereon (on physical measurement the land admeasures 8 Bighas 16 Cottahs 5 Chittacks 33 Sq. ft) (more fully and particularly mentioned and described in the **Part I of Schedule A**) hereunder written, and hereinafter referred to as the "**LAND**").
- B) By an Indenture dated 12th April, 2006 executed between the Owners, therein collectively referred to as the Lessors of the One Part, and the First Lessee herein, namely Tivoli Park Apartments Private Limited, therein referred to as the Lessee of the Other Part, and registered at the office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 8, Pages 1 to

38, Being No. 7058 for the year 2006, the said Owners granted in favour of the First Lessee a lease in respect of the Said Land for a period of 70 (seventy) years commencing from 1st May, 1981 and expiring on 30th April, 2051, at the rent and subject to the terms and conditions contained and recorded in the said deed of lease (hereinafter referred to as the "**FIRST LEASE**").

- C) By another Deed of Lease dated 6th July, 2012 executed between the Owners, therein collectively referred to as the Lessors of the One Part, and the Second Lessee herein, namely Viewlink Highrise LLP (then known as Viewlink Highrise Private Limited) therein referred to as the Lessee of the Other Part, and registered at the office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 14, Pages 6927 to 6954, Being No. 06423 for the year 2012, the said Owners granted in favour of the Second Lessee, a lease in respect of the Said Land for a period of 75 (seventy five) years commencing from 1st May, 2051 and expiring on 30th April, 2126, at the rent and subject to the terms and conditions contained and recorded in the said deed of lease (hereinafter referred to as the "**SECOND LEASE**").
- D) After respectively acquiring leasehold rights in respect of the said Land as aforesaid, the First Lessee and the Second Lessee agreed to jointly commercially exploit the Said Land by developing the same, and in pursuance of such mutual understanding between the said Parties, a plan was submitted to the Kolkata Municipal Corporation, which was sanctioned on 28th October, 2014, bearing No. 2014080059, and thereafter the First Lessee and the Second Lessee granted the exclusive right of development of the Said Land unto and in favour of the Promoter herein on mutually agreed terms and conditions, in pursuance whereof, the Promoter *inter alia* applied for modification/revision of the abovementioned plan, which has since been sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 2015080122 dated 31st March, 2016.

- E) Prior to sanction of the aforesaid plan:
- i) By another Deed of Lease dated 22nd February, 2016 executed between the Owners, therein collectively referred to as the Lessors of the One Part, and the Third Lessee herein, namely Arial View Highrise LLP, therein referred to as the Lessee of the Other Part, and registered at the office of the District Sub-Registrar - III, South 24 Parganas, in Book No. I, Volume No. 1603-2016, Pages 29332 to 29283, Being No. 160300905 for the year 2016, the Owners granted in favour of the Third Lessee, a lease in respect of the Said Land for a period of 28 (twenty eight) years commencing from 1st May, 2126 and expiring on 30th April, 2154, at the rent and subject to the terms and conditions contained and recorded in the said deed of lease (hereinafter referred to as the "**THIRD LEASE**"); and
 - ii) By another Deed of Lease dated 21st March, 2016 executed between the Owners, therein collectively referred to as the Lessors of the One Part, and the Fourth Lessee herein, namely Outshine Developers LLP, therein referred to as the Lessee of the Other Part, and registered at the office of the District Sub-Registrar - III, South 24 Parganas, in Book No. I, Volume No. 1603-2016, Pages 51420 to 51478, Being No. 160301581 for the year 2016, the Owners granted in favour of the Fourth Lessee a lease in respect of the Said Land for a period of 25 (twenty five) years commencing from 1st May, 2154 and expiring on 30th April, 2179, at the rent and subject to the terms and conditions contained and recorded in the said deed of lease (hereinafter referred to as the "**FOURTH LEASE**"); and
 - iii) By another Deed of Lease dated 22nd March, 2016 executed between the Owners, therein collectively referred to as the Lessors of the One Part, and the Fifth Lessee herein, namely Vehement Highrise LLP, therein referred to as the Lessee of the Other Part and registered at the office of the District Sub-Registrar - III, South 24 Parganas, in Book No. I, Volume No. 1603-2016,

Pages 70910 to 70948, Being No. 160302250 for the year 2016, the Owners granted in favour of the Fifth Lessee, a lease in respect of the Said Land for a period of 22 (twenty two) years commencing from 1st May, 2179, and expiring on 30th April, 2201, at the rent and subject to the terms and conditions contained and recorded in the said deed of lease (hereinafter referred to as the “**FIFTH LEASE**”).

- F) By virtue of the aforesaid recited First Lease, Second Lease, Third Lease, Fourth Lease and Fifth Lease (hereinafter collectively referred to as the “**DEEDS OF LEASE**”), the Lessees became entitled to hold the Said Land in the manner recorded in the concerned Deeds of Lease for an aggregate term of 220 (two hundred and twenty) years commencing from 1st May, 1981 as stated in the concerned Deeds of Lease (hereinafter referred to as the “**AGGREGATE TERM**”).
- G) The Lessees and the Promoter have entered into a development agreement dated 11th July, 2016 registered at the office of District Sub-Registrar - III, South 24 Parganas, in Book No. I, Volume No. 1603-2016, Pages 100744 to 100818, Being No. 160303276 for the year 2016 (“**Development Agreement**”) for the purpose of development by the Promoter a real estate project over the Land. Each of the Lessees have also granted to the Promoter Power of attorneys, the details of which are laid down hereinbelow:

DATE	GRANTOR	BOOK NO	VOLUME NO	PAGE	BEING NO
2.2.2017	ARIAL VIEW HIGHRISE LLP	IV	1903-2017	17988-18008	539
2.2.2017	VIEWLINK HIGHRISE LLP	IV	1903-2017	13678-13699	540
2.2.2017	TIVOLI PARK APARTMENTS PVT LTD	IV	1903-2017	13736-13757	541
2.2.2017	VEHEMENT HIGHRISE LLP	IV	1903-2017	17251-17271	670
2.2.2017	OUTSHINE DEVELOPERS LLP	IV	1903-2017	17272-17292	671
2.2.2017	TIVOLI PARK APARTMENTS PVT LTD	IV	1903-2017	13736-13757	541

- H) The Land is earmarked for the purpose of building a residential project comprising 3 (three) of towers/building being Tower 1A having G+29 floors, Tower 1B having

G+31 floors and Tower 1C having B+G+33 floors ("Building") and having Units of various sizes and specifications and the said project shall be known as "Reserve" ("Project");

- I) In terms of the Development Agreement and the POA, the Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Lessee regarding the Land on which Project is to be constructed have been completed;
- J) The Kolkata Municipal Corporation has been notified for commencement to develop the project vide letter dated 31.03.2016;
- K) The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the units and the building from Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- L) The Promoter has applied to register the Project under the provisions of the Act;

[OR]

The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ on _____ under registration no. _____;

- M) The Allottee had applied for a Unit in the Project vide application no. [] dated [] and has been allotted the Unit no. [] having carpet area of [] square feet and Exclusive Balcony/Verandah/Open Terrace Area Or "EBVT Area", if any, having area of [] square feet aggregating to Net Area of [] square feet:

AREA	Sq.Ft
Carpet Area of Unit	
EBVT Area	
Net Area = (Carpet Area of Unit + EBVT Area)	

type [], on [] floor in the Building ("Unit") along with [] number of garage/covered car parking space bearing nos. [] in the [] [Please insert the location of the garage/covered parking], ("Garage") as permissible under the applicable law and of pro rata share in the Common Areas (defined hereinafter) (the Unit and Garage hereinafter collectively referred to as the "Apartment",

more particularly described in Part II of Schedule A and the floor plan of the Apartment are annexed hereto and marked as Schedule B);

- N. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Land and the plans, designs and specifications prepared by the Promoter's Architects Messrs Mr. J.P. Agarwal of Agarwal & Agarwal and of such other documents as are specified under the Act.
- O. The Promoter has made the Allottee fully aware that the following cases are pending in respect of the Land:
- i. C.O No. 2923 of 2018 is pending before the Hon'ble High Court at Calcutta
 - ii. T.S. No. 1229 of 2009 pending before Learned 2nd Civil Judge (Sr. Division) at Alipore
 - iii. T.S. No. 857 of 2018 pending before Learned 2nd Civil Judge (Sr. Division) at Alipore

(Hereinafter collectively referred to as "the said Litigations")

- P. Further, an identified small portion on the south-eastern corner of the Said Land admeasuring 12 (twelve) cottahs more or less together with the ground floor structure standing thereon is in the wrongful and illegal occupation of a third party trespasser (hereinafter referred to as "the said Occupants"). The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- Q. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- R. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to grant and to cause the Lessees to grant the sub-lease to the Allottee for the Term and the Allottee hereby agrees to sub-lease the leasehold rights of the Apartment and the garage/covered parking (if applicable) as specified in Recital M.

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

DEFINITIONS AND INTERPRETATIONS

A. Definitions

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

"Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017), as amended and/or substituted;

"Apartment" shall have the meaning ascribed to it in Recital H;

"Apartment Acquirers" shall mean persons who acquire apartments in the Project;

"Applicable Interest Rate" shall mean the rate of interest prescribed under the Act from time to time;

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

"Application Money" shall have the meaning ascribed to it in Clause 1.11;

"Association" shall mean the body to be created by the Apartment Acquirers;

"Booking Amount" shall mean 10% of the Total Premium of the Apartment which includes the Application Money;

"Building" shall have the meaning ascribed to it in Recital H; and

"Building Common Areas" shall mean with respect to the Tower, the areas, facilities and amenities specified in **Schedule [E]** which are to be used and enjoyed in common with all the other Apartment Acquirers of the Units in the Building; and

"Carpet Area" shall mean the net usable floor area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/verandah/open terrace area.

"Cancellation Charges" shall mean collectively (i) the Booking Amount; (ii) all interest liabilities of the Allottee accrued till date of cancellation; and (iii)

brokerage paid to real estate agent/channel partner/broker, if any (iv) the stipulated charges on account of dishonour of cheque; (v) administrative charges as per Promoter's policy and (vi) amount of stamp duty and registration charges to be paid/paid on deed of Cancellation of this Agreement

"Common Areas" shall mean collectively the areas, amenities and facilities specified in **Schedule E** for the common use and enjoyment of all the Allottees/occupiers of the Project;

"Common Expenses" shall include the proportionate share of common expenses briefly described and without limitation in **Schedule [F]** herein to be paid borne and contributed by the Allottee for rendition of common services;

"Common Rules" shall mean the rules and regulations specified in **Schedule [G]** to be observed by the Apartment Acquirers for the common, peaceful, effective and harmonious use and enjoyment of the Project;

"Land" shall have the same meaning as ascribed in Recital A of this Agreement;

"Effective Date" shall mean the date of execution when the Agreement comes into force;

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

"Extras & Deposits" shall mean the costs and deposits specified in **Clause 1.2** herein to be paid by the Allottee to the Promoter in the manner hereinafter provided;

"Force Majeure" shall have the meaning ascribed to it in the Act;

"IFSD" shall mean interest free security deposit;

"Maintenance Charges" shall comprise of the Common Expenses and such other charges incurred for the welfare and maintenance of the Project;

"Mutual Easements and Reserved Matters" shall mean the easements and rights specified in **Schedule [H]** herein and reserved to the Promoter and/or the Association;

"Net Area" shall mean sum of the carpet area of the Unit and EBVT area.

"Garage" shall have the meaning ascribed to it in Recital H;

"Payment Plan" shall mean the schedule of payment prescribed in Schedule C;

"Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017, as amended and/or substituted;

"Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017, as amended and/or substituted;

"Section" means a section of the Act; and

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

"Unit" shall mean each unit of occupancy in the Project, being a Flat and the expression **"units"** shall be construed accordingly.

B. Interpretation

- 1.2.1 Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.
- 1.2.2 Words in singular shall include the plural and vice versa.
- 1.2.3 Reference to a gender includes a reference to all other genders.
- 1.2.4 A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- 1.2.5 Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;
- 1.2.6 The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement; and
- 1.2.7 Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter

agrees to sub lease to the Allottee and the Allottee hereby agrees to acquire the sub lease rights of the Apartment as specified in Recital M.

- 1.2 The Total Price for the Apartment based on the carpet area is Rs. [____] (Rupees [____] only) ("**Total Price**"), the break-up and description of which is as provided herein below:

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

Cost of Carpet Area of Apartment

Cost of exclusive balcony or verandah areas

Cost of Exclusive Terrace

Cost of Proportionate Common Areas, External Walls

Preferential Location Charges

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

Parking –

Premium for the Apartment

Which is inclusive of:

The Application Money

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

Extras & Deposits :

Transformer Charges: On Actuals

CESC Security Deposit: On Actuals

Generator Connection: INR. _____/- per KVA

Sinking Fund: Rs.

Recreation Area Deposit Rs.

Municipality Deposit for 1 Year: Rs.

Legal Charges: Rs.

Advance Maintenance Charges: Rs.

Association Formation Charges: Rs.

VRV AC Charges:

Taxes (GST)

As applicable

Total price (in Rupees)

Explanation:

i. *The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/Plot];*

ii. *The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/plot to the allottee and the project to the association of allottees or the, competent authority, as the case may be, after obtaining the completion certificate:*

Provided that in case there is any change / modification in the taxes, the subsequent amount-payable by the allottee to the promoter shall be increased/reduced based on such change / modification:

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

Provided further that the amount in respect of the Individual Electricity Meter Deposit shall be paid by the Allottee directly to the concerned Electricity Department

iii. *The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which*

such taxes/levies etc. have been imposed or become effective;

- iv. The Total Price of [Apartment/Plot] includes interalia recovery of price of land, construction of the Apartment, if any, the Common Areas, internal development charges, external development charges, taxes, maintenance charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/ Plot] and the Project.*

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority as per the Act, the same shall not be charged from the Allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule [C] ("Payment Plan")**.
- 1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule [D]** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sub-lease is effected) in respect of the Apartment, or Building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act:
- Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such changes or alterations as per the provisions of the Act.
- 1.6 The Promoter shall confirm to the net area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the net area. The total price payable for the net area shall be recalculated upon confirmation by the Promoter. If there is reduction more than 3% in the net area then the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate prescribed in the

Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase more than 3% in the carpet area allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan, with annual interest at the rate prescribed in the Rules, from the date when such amount was due. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

- 1.7 In case of any dispute on the measurement of the Net area, the same shall be physically measured after removing all finishes that have been applied/ fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Net area.
- 1.8 Subject to Clause 9.3, the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
 - (i) The Allottee shall have exclusive leasehold rights of the Unit and the Garage;
 - (ii) The Allottee shall also have the right of use of undivided proportionate share in the rights of the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the Association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - (iii) The Allottee has the right to visit the project site to assess the extent of development of the Project and his Apartment, as the case may be, upon giving prior intimation of 3 (three) days to the Promoter. The Promoter including Project staffs shall not be liable for any untoward incident or accident.
 - (iv) The Promoter will not entertain any request for modification in the layouts of the Apartment and external facade of the Building(s) and Common Areas including common facilities and amenities.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with the Garage shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project.
- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the allottees, which it has collected from the

allottees, for the payment of outgoings (including land cost, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.11 Out of the Booking Amount, the Allottee has paid a sum of Rs. [] (Rupees [] only) as application money ("**Application Money**") at the time of applying for the Apartment, the receipt of which the Promoter hereby acknowledges. On or before the Effective Date the Allottee has paid the balance Booking Amount of Rs. [] (Rupees [] only) . The Booking Amount forms part of the Total Price and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT:**

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

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines

issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the Applicable Laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the Association or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT

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

7. POSSESSION OF THE APARTMENT/PLOT:

7.1 Schedule for possession of the Apartment

The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on or before 31st October, 2021 subject to a grace period of 6 (six) months unless there is delay or failure due to Force Majeure. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment. However, if the said Apartment is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount (less any taxes collected from the Allottee) received by the Promoter, from the allotment within 45 (forty-five) days from that date. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

7.2 Procedure for taking possession

Upon obtaining the completion/occupancy certificate from the competent authority and subject to the Allottee is not in breach of any of his obligations under this Agreement, the Promoter shall offer in writing the possession of the

Apartment, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of completion/occupancy certificate. [Provided that, in the absence of local law, the deed of Conveyance in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the Maintenance Charges as determined by the Promoter/Association, as the case may be, after the issuance of the completion certificate for the Project. The Promoter shall hand over the photo copy completion/occupancy certificate of the Apartment to the Allottee at the time of execution of Deed of Sub-Lease of the same.

7.3 **Failure of Allottee to take Possession of Apartment**

Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as required and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall continue to be liable to pay Maintenance Charges as specified in Clause 7.2 (“**Deemed Possession**”) and also pay demurrage charges to the Promoter at the rate of Rs. 5,000/- (Rupees Five Thousand) only per month or part thereof from the expiry of the time mentioned in the possession letter till such time the Allottee (s) takes the possession of the apartment.

7.4 **Possession by the Allottee**

After obtaining the completion/occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary-documents and plans, including common areas, to the Association or the competent authority, as the case may be, as per the local laws.

Provided that, in the absence of any local law, the Promoter shall hand over the necessary documents and plans, including Common Areas, to the Association or the competent authority, as the case may be, within 30 (thirty) days after obtaining the completion certificate.

7.5 **Cancellation by Allottee**

- (i) The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Provided that subject to clause 7.5(ii) below, where the Allottee proposes

to cancel/withdraw from the project without any fault of the Promoter, the Allottee shall serve a 12 (twelve) months' notice in writing on the Promoter and on the expiry of the said period the allotment shall stand cancelled and the Promoter herein shall be entitled to forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall, subject to clause 7.5(iii) and 7.6 below, be returned by the Promoter and the Lessees to the Allottee within 45 (forty-five) days of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier. However may it be clarified that the balance amount shall be payable subject to the execution of the Deed of Cancellation.

- (ii) Where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter then in such event the Allottee shall be entitled to exercise such right of termination only if on the date when the Allottee so expresses his intent to terminate this Agreement, the Total Price then prevailing for transfer of an Apartment in the Project is not less than the Total Price payable by the Allottee under this Agreement, and the Allottee agree(s) and undertake(s) that the decision of the Promoter in this regard shall be final and binding on the Allottee.
- (iii) It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

7.6 Refund to the Allottee

The Allottee acknowledge(s) that in terms of the Development Agreement, the gross revenues (as defined therein) are to be shared between the Promoter and the Lessees such that the Promoter would be entitled to 33% (thirty three percent) of such gross revenues and the Lessees would be collectively entitled to the remaining 67% (sixty seven percent) of such gross revenues, and thus in terms of the aforesaid agreement, the Promoter will initially receive all the amounts agreed to be paid by the Allottee but thereafter the Promoter will retain for itself 33% (thirty three percent) of such amounts comprising the gross revenues, and the remaining 67% (sixty seven percent) of such gross revenues shall form part of the revenues receivable by the Lessees subject to the agreed deductions, and as such in the event of this Agreement to Sub-lease being terminated as provided hereinbelow and it being determined by the Promoter

that any amount is to be refunded to the Allottee, then such portion of the amount so determined by the Promoter which forms a part of the gross revenues so received by the Lessees will be jointly refunded by the Promoter and the Lessees to the Allottees in proportion of their respective aforesaid shares in terms of the Development Agreement

7.7 Compensation

The Promoter/ Lessees shall compensate the Allottee in case of any loss caused to him due to defective title of the Land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER AND LESSEES:

The Promoter and the Lessees hereby represents and warrants to the Allottee as follows:

- (i) The Lessees have absolute, clear and marketable title with respect to the leasehold rights of the said Land; the requisite rights to carry out development upon the Land and absolute, actual, physical and legal possession of the Land for the Project;
- (ii) The lease respectively held by each of the Lessees is intended to run concurrently, and subject to the Sub Lessee making payment of the amounts agreed to be paid and performing and observing the terms and conditions herein contained and on the part of the Sub Lessee to be performed and observed, each to the satisfaction of the Promoter and the Lessees, the Lessees will not do, execute or perform any act, deed or thing whereby their respective leases may be forfeited and/or surrendered and/or terminated in any manner and Lessees shall not be entitled to terminate the lease so held by each of the Lessees respectively.
- (iii) The Lessees have agreed to make and/or cause payment of the amounts which may have to be paid to the Owners in pursuance of the Deeds of Lease
- (iv) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (v) There are no encumbrances upon the Land or the Project as on the Effective Date save and except the occupation of the said occupants;
- (vi) There are no litigations pending before any Court of law or Authority with

respect to the Land, Project or the Apartment save and except the said Litigations;

- (vii) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times remain to be in compliance with all Applicable Laws in relation to the Project, said Land, Building and Apartment and Common Areas;
- (viii) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (ix) The Lessees/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (x) The Lessees/Promoter confirms that the Lessees/Promoter is not restricted in any manner whatsoever from transferring the leasehold rights of the Apartment to the Allottee in the manner contemplated in this Agreement;
- (xi) At the time of execution of the deed of sub-lease the Promoter shall hand over lawful, vacant peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the Association or the competent authority, as the case may be;
- (xii) The Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Land;
- (xiii) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of Apartment along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association or the competent authority, as the case may be; and
- (xiv) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Lessees/Promoter in respect of the Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Except for occurrence of a Force Majeure event, the Promoter shall be considered under a condition of default (“**Default**”), in the following events:

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter and the Lessees shall be liable to refund, subject to the second proviso below and clause 7.6, the entire money paid by the Allottee under any head whatsoever towards the sub-lease of the Apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

Provided that where the Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

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

- (i) In case the Allottee fails to make any of the payments within the due dates as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules. The parties agree and acknowledge that in addition to the interest, in case of every second instance of delayed payment, the Allottee in all fairness shall be responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated to be 2% per instance of the delayed payment in the current financial year and shall be revised on 1st April of each year as per the rate of Reserve Bank of India's consumer price index)
- (ii) In case of default by Allottee under the condition listed above continues for a period beyond 1 (one) month after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall, subject to second proviso below and clause 7.6, be returned by the Promoter and the Lessees to the Allottee within 12 (twelve) months of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier. However may it be clarified that the balance amount shall be payable subject to the execution of the Deed of Cancellation and this Agreement shall thereupon stand terminated:

Provided that the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

- (iii) The Allottee (s) agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building/ Project/ Promoter or its representatives. In the event the Allottee (s) does or omits to do any act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement. In case of such a default by Allottee, after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation

Charges. The balance amount of money paid by the Allottee shall be, subject to proviso below and clause 7.6, be returned by the Promoter and Lessees to the Allottee within 12 (twelve) months of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier. However may it be clarified that the balance amount shall be payable subject to the execution of the Deed of Cancellation.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions

- (iv) In the event construction of the wing or floor or the Building or the Project in which the Apartment is located has been stopped for a period of more than ___ months due to Applicable Law, the Promoter shall have the option to terminate this Agreement. In such an event the Promoter and Lessees shall be liable to refund, subject to the proviso below and clause 7.6, the entire money paid by the Allottee under any head whatsoever towards the sub-lease of the Apartment, within 45 (forty-five) days of receiving the termination notice.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions

10. DEED OF SUB-LEASE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per Clause 1.2 under the Agreement from the Allottee, shall execute a deed of sub-lease and transfer the leasehold rights of the Apartment together with the right to use the proportionate indivisible undivided share in the Common Areas within the time period as stated in local laws, to the Allottee.

Provided that, in the absence of local law, the deed of sub-lease in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of completion/occupancy certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the deed of sub-lease in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

The deed of sub-lease shall be drafted by the Solicitors/Advocates of the Promoter and shall be in such form and contain such particulars as may be

approved by the Promoter. No request for any changes whatsoever in the deed of sub-lease will be entertained by the Promoter unless such changes are required to cure any gross mistake or typographical or arithmetical error.

11. MAINTENANCE OF THE BUILDING /APARTMENT / PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment. In case the formation of the Association is delayed due no fault of the Promoter; the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter at actuals.

12. DEFECT LIABILITY:

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

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

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/Association shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter/ Association and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours,

unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, as located within the Project, shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or maintenance agency appointed by Association. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. DISHONOUR OF PAYMENT INSTRUMENTS

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the

same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs. 5000/- (Rupees Five Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonoured cheque.

17. RAISING OF FINANCE BY ALLOTTEE

The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee's obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee shall remain bound by this Agreement whether or not he has been able to obtain financing for the purchase of the Apartment.

18. RAISING OF FINANCE BY PROMOTER

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

19. DEEMED POSSESSION

It is understood by the Allottee that even if the Allottee fails to take possession of the Apartment within the date such possession is offered by the Promoter, the Allottee shall be deemed to have taken possession on the 15 days from the date of such notice which date, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Apartment, will be deemed to be the possession date ("**Possession Date**").

On and from the Possession Date:

- (i) The Apartment shall be at the sole risk and cost of the Allottee and the

Promoter shall have no liability or concern thereof;

- (ii) The Allottee shall become liable to pay the Maintenance Charges in respect of the Apartment and the Common Areas on and from the Possession Date;
- (iii) All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee proportionate to his interest therein and those relating only to the Apartment shall be borne solely and conclusively by the Allottee, with effect from the Possession Date.
- (iv) All other expenses necessary and incidental to the management and maintenance of the Project.

20. RIGHT OF ALLOTTEE TO USE COMMON AREAS SUBJECT TO PAYMENT OF MAINTENANCE CHARGES

The Allottee hereby agrees to acquire the Apartment on the specific understanding that his right to the use of Common Areas shall be subject to timely payment of Maintenance Charges, as determined by the Promoter (or Association) and performance by the Allottee of all his obligations in respect of the terms and conditions specified by the Promoter or the Association from time to time.

21. RECREATION AREA

- 21.1 The Promoter has agreed to provide a recreation area within the Project with such facilities, utilities etc. as determined by the Promoter at its sole and absolute discretion (hereinafter referred to as the "RECREATION AREA"), intended for common use by only all the End Users of the Project including the Allottee, subject inter alia to the terms recorded herein. The Allottee shall be liable to and undertake(s) to deposit with the Promoter the non-refundable and non-adjustable Recreation Area Deposit in the manner stipulated herein, and also to pay such further monthly and/or periodical fees forming part of maintenance charges and other sums as may be determined from time to time by the Promoter/the Association including for the management, maintenance, upkeep and administration of the Recreation Area, it being agreed and understood that the Allottee shall be bound and obliged to bear and pay the aforesaid even in the event the Allottee does not use and/or avail of the facility of the Recreation Area.

21.2 The Recreation Area will be available for the use and enjoyment of only the Allottee and the direct members of the family of the Allottee (comprising of the spouse, the dependent children and parents of the Allottee), and in the event the Sub Lessee be a body corporate, then for the abovementioned direct members of the family of the official/employee of such body corporate as intimated in writing by the Allottee to the Promoter, subject to the abovementioned rules and regulations.

22. ADDITIONS OR REPLACEMENTS

As and when any plant and machinery, including but not limited to, DG sets, electric sub-stations, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the Apartment Acquirers in the Project on pro-rata basis as specified by the Association. The Promoter and upon completion the Association shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Allottee agrees to abide by the same.

23. MAINTENANCE AND ASSOCIATION

23.1 Maintenance

Upon completion of the Project the Promoter will hand over its management for maintenance to the Association for which the Allottee may be required to execute an agreement ("**Maintenance Agreement**") with the Association. The Allottee will be required to complete the formalities of becoming a member of the Association. The Allottee shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the Apartment or common areas and facilities in the Project.

In the event the Association has been formed but there is/are Apartments in the Building that are not sold by the Promoter, till such time the unsold Apartments are not sold or transferred, all outgoings pertaining to the unsold Apartments shall be payable by the Promoter. Further the Allottees and/or the association shall not do any act deed or thing which may restrict or impede transfer of the unsold Apartments to any of the prospective Allottees.

For the enjoyment and maintenance of the common areas and facilities of the

Project, the Allottee shall be liable to remit per month the proportionate Maintenance Charges of such area and facilities as may be fixed by the Promoter and upon completion the Association from time to time. The Maintenance Charges shall become payable from the Possession Date. In case the Allottee fails to pay: (i) the Allottee shall not be entitled to avail any maintenance services; (ii) interest @ [___]% per annum will become payable by the Allottee; and (iii) the Promoter/Association shall adjust the unpaid amount from the IFSD. If due to such adjustment the IFSD falls below the six months average of the Maintenance Charges, then the Allottee shall make good the resultant shortfall within 15 (fifteen) days from the due date of the defaulted maintenance bill.

23.2 Interim Maintenance Period:

During the interim maintenance period between obtaining of the completion certificate of such Project and formation and operationalization of the Association the Promoter shall through itself or through a facility management company to run, operate, manage and maintain the Common Areas.

The Promoter shall endeavour that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and also guest charges and the user charges for the utilities being provided on "pay by use" basis, if any.

The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Promoter with such restrictions as may be necessary for proper maintenance and all the Allottees are bound to follow the same.

After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

24 COVENANTS OF THE ALLOTTEE

Apartment use

The Allottee shall not use the Apartment or permit the same to be used for purpose other than the purpose mentioned in Recital A or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Units

or for any illegal or immoral purposes.

Hazardous materials

The Allottee shall not store in the Apartment or Building any goods which are of hazardous, combustible or dangerous nature or storing of which goods is objected to by the concerned local or other authority.

Additions

The Allottee shall not make any additions or alterations in the Apartment or Building or cause damage to or nuisance in the Apartment or Building or in the Project in any manner. In case any partitions, interiors, false ceilings etc. are installed by the Allottee, then all necessary permissions from the authorities, if required, will be obtained by the Allottee directly at his own cost. In any case the Allottee shall not be entitled to carry out any structural changes in the Building and Apartment.

Co-operation

The Allottee shall at all times co-operate with the other allottees/occupiers of the Units in the management and maintenance of the Apartment and the Building and the Project.

Transfer

The Allottee shall not transfer or sub lease the rights under this Agreement without prior written permission from the Promoter till such time as all payments under this Agreement are cleared. The Promoter shall retain the first right of refusal for such transfer of rights. Where the Promoter does not exercise the above right of pre-emption then in that event transfer of rights before the completion and handover of the Apartment, the Allottee shall pay a transfer fee @ 1.5% of the Premium for the Apartment then prevailing to the Promoter. Such transfer however shall be permissible only if the first instalment (other than Booking Amount) as per this Agreement has been paid in full and all other payments that may be due under this Agreement have been cleared in total.

Taxes

If at any time after the Effective Date there be imposition of any new or enhancement in any tax or levy or fees or charges on the transfer or construction of the Apartment, the same shall be borne and paid by the Allottee.

Common Rules

The Allottee shall abide by and adhere to the Common Rules specified in **Schedule [G]** herein from time to time.

Common Expenses

The Allottee pay on due dates the Common Expenses specified in **Schedule [F]** herein from time to time.

Litigations

The Allottee acknowledges and agrees that the Allottee has entered into this Agreement being fully aware of the following cases which are pending:

- i. C.O No. 2923 of 2018 is pending before the Hon'ble High Court at Calcutta
- ii. T.S. No. 1229 of 2009 pending before Learned 2nd Civil Judge (Sr. Division) at Alipore
- iii. T.S. No. 857 of 2018 pending before Learned 2nd Civil Judge (Sr. Division) at Alipore

(hereinafter collectively referred to as "the said Litigations").

Occupants

Further, an identified small portion on the south-eastern corner of the Said Land admeasuring 12 (twevle) cottahs more or less together with the ground floor structure standing thereon is in the wrongful and illegal occupation of a third party trespasser (hereinafter referred to as "the said Occupants") and steps are being taken by the Lessees, at their own cost and expense, for the removal of such trespasser from the aforesaid portion prior to the execution of the Deed of Sub Lease failing which in view of the fact that the exclusion of the aforesaid portion from the Project shall in no manner impact and/or prejudice the rights sought to be granted to the Allottee in pursuance of this Agreement. Each of the Lessees further agree to keep the Allottee safe, harmless and indemnified from and against any loss or damage that may be suffered or sustained by the Allottee due to any act or deed of the said trespasser

Model Unit

The Allottee agrees and understands that all the standard fitting, interiors and fixtures and dimension provided in the show/model Unit exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed may not include the fittings and fixtures of the model Unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model Unit and the Allottee shall not be entitled to raise any claim for such variation.

Construction Progress Linked Payment Plan

The Allottees(s) acknowledges that he/her/it has chosen the “Construction Progress Linked Payment Plan” since it offers several advantages to the Allottees(s), including that the installment payments may become due later in time than as envisaged at the time of entering into this Agreement, if the relevant construction milestones are delayed, thus compensating for the impact of any delay in construction on the Allottees. This significantly reduces the risk of the Allottees as compared to the “Time Linked Payment Plan” option and the Allottees has entered into this Agreement after taking into account the advantages and risks of the “Construction Progress Linked Payment Plan”.

25 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

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

26 ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

27 BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned _____ at [_____] as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the _____ for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee, for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and the Promoter shall be entitled to forfeit the Cancellation Charges and the GST applicable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be, subject to proviso below and clause 7.6, be returned by the Promoter to the Allottee within 12 (twelve) months of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier. However may it be clarified that the balance amount shall be payable subject to the execution of the Deed of

Cancellation.

Provided that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

28 ENTIRE AGREEMENT:

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

29 RIGHT TO AMEND:

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

30 PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:

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

31 WAIVER NOT A LIMITATION TO ENFORCE:

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

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

32 SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other Applicable Laws, such provisions of the Agreement shall be deemed

amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

33 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

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

34 FURTHER ASSURANCES

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

35 PLACE OF EXECUTION

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office; or at some other place, which may be mutually agreed between the Promoter and the Allottee, in [____] after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the _____ at [____]. Hence this Agreement shall be deemed to have been executed at Kolkata.

36 NOTICES

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

_____ (Name of Allottee)

_____ (Allottee Address)

M/s _____ (Promoter Name)

_____ (Promoter Address)

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

37 JOINT ALLOTTEES:

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

38 SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement or under the Act or the Rules or the Regulations made thereunder.

39 APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972, The Promoter showing compliance of various laws/ regulations as applicable in the state of West Bengal.

40 GOVERNING LAW:

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

41 DISPUTE RESOLUTION:

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

42 OTHER TERMS AND CONDITIONS

The Parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to

the following other respective terms conditions and covenants on the parts of the Promoter and Allottees to be respectively paid observed and performed, as the case may be. (it being clarified that in the event of any inconsistency or contradictions in the clauses abovementioned and those contained hereinafter, the provisions of the clauses contained in Clause 40, hereinafter contained shall prevail).

42.1 Extras

As included in the Total Price as referred to in Clause 1 of this Agreement, the Allottee has agreed to pay the following amount to the Promoter (Extras & Deposits) together with applicable taxes:

Extras & Deposits :

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

42.2 Electricity supply/DG back-up:

In case the **CESC**/any other electricity supply agency decides not to provide individual meters to the Building(s) and makes provision for a High Tension Supply or Bulk Supply, the Promoter shall provide individual sub-meters to the Allottees upon payment by them of the proportionate security deposit payable to **CESC** / any other electricity supply agency for such connection. The exact amount payable by the Allottee will be intimated to the Allottee before possession. The amount of security deposit would be subject to revision as may be so decided by **CESC** / any other electricity supply agency from time to time and all Allottees shall, at all times, be liable to proportionately pay such

revision/replenishment to **CESC** / any other electricity supply agency, as per the norms of **CESC** / any other electricity supply agency. In such a case the Allottee may be required to enter into a separate agreement with the Promoter for supply of electricity through sub meters.

42.3 Diesel generator power backup:

Provision will be made for the installation of Diesel Generator (“**DG**”) for power backup to run the basic facilities in the Project. In addition to that, DG back up facility will also be made available for every apartment. The load may be provided for Rs. _____/- (Rupees _____ only) per KVA plus applicable taxes. The Allottee will be required to pay DG usage charges on the basis of a suitable mechanism as shall be devised by the Promoter /the Association, as the case may be.

42.4 Payment of Total Price and Extras prior to Possession:

The Allottee agrees and covenants not to claim any right or possession over and in respect of the Apartment till such time the Allottee has paid the entirety of the Total Price and Extras and all other amounts agreed to be paid or deposited under this Agreement and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottee in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Promoter shall not be under any obligation to handover possession of the Apartment.

43 STAMP DUTY VALUE:

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

Total Price: Rs [_____]

Less Extras & Deposits: Rs [_____]

Less GST: Rs [_____]

Set-forth value: Rs [_____]

[Next page is the execution page]

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES:

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

Schedule A

Part – I

("Land")

ALL THAT the pieces and parcels of land recorded to contain by estimation an area of 9 bighas 4 cottahs 3 chittacks and 39 sq.ft. more or less (on physical measurement the land admeasures 8 Bighas 16 Cottahs 10 Chittacks 39 Sq. ft), situate, lying at and being Municipal Premises No. 225B, Acharya Jagadish Chandra Bose Road, Kolkata - 700 020 together with the Building(s) to be constructed thereon, under Ward No. 69 in the District of South 24 Parganas, Police Station Ballygunge, Post Office Lala Lajpat Rai Sarani, and butted and bounded as follows:

- ON THE NORTH:** Partly by A.J.C. Bose Road and partly by Premises No. 225A, A.J.C. Bose Road, Kolkata;
- ON THE SOUTH:** By Premises Nos. 1A & 1C, Ballygunge Circular Road, Kolkata;
- ON THE EAST:** By Ballygunge Circular Road, Kolkata; and
- ON THE WEST:** Partly by Lower Rawdon Street, Kolkata and partly by Premises Nos. 225C, 225E and 225F, A.J.C. Bose Road, Kolkata

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

Part – II

("Apartment")

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

Schedule B

[The floor plan of the Apartment]

Schedule C**Payment Schedule**

<i>Milestone</i>	Percentage of the Premium Amount (%)
On Booking	10%+TAXES
On Agreement	35%+TAXES
On Casting of 9th Floor Roof	8%+TAXES
On Casting of 13th Floor Roof	7%+TAXES
On Casting of 17th Floor Roof	8%+TAXES
On Casting of 21st Floor Roof	7%+TAXES
On Casting of 25th Floor Roof	8%+TAXES
On Casting of Ultimate Roof	7% & VRV CHARGES+TAXES
On Commencement of Lift installation Work	5%+TAXES+EXTRAS & DEPOSITS
On Possession	5%+TAXES

Schedule D**[Specifications, Amenities, Facilities of the Apartment]****A. Apartments**

1. **Flooring:** Italian/imported marble with option of real wood flooring in the master bedroom.
Toilets also to be finished with Italian finish vitrified tiles on the floor and vitrified tiles on the walls upto the false ceiling level.
Kitchen floors to be of high quality anti-skid vitrified tiles.
2. **Doors:** All doors to be wooden teak panel doors with imported handles and locks. Main door to have a Yale/Godrej or equivalent lock. Toilet doors shall be flush doors with laminated finish.
3. **Windows:** Aluminum double glazed windows with clear glass and glass railing, and full height openable double glazing windows in the living rooms.
4. **Toilets:** Sanitary ware and fittings of premium international brands like American Standard, Toto or equivalent. Provision for geysers in each toilet or for pressure pumps in each Apartment. Glass partitions between dry and wet areas.
5. **Kitchen:** Granite top counters with scratch resistant stainless steel sink with drain board. Vitrified tiles upto 3 (three) feet above the kitchen platform.
Hot and cold mixer in the sink. Finished modular kitchen with hob, chimney, oven and microwave, with space for geyser, refrigerator and freezer.
6. **Electrical:** Concealed copper wiring. Modular switches of Schneider or equivalent with Video Door Phone and Home Automation systems in the living/dining area and the toilets.
7. **Air-Conditioning:** All Apartments to be fully air-conditioned by providing VRF units at extra cost.

8. **Walls:** Plaster of Paris finish.

B. Common Utilities

1. Ground floor lobbies to be fully finished with imported marble/stones with air-conditioning and modern look.
2. Lifts to be high speed Mitsubishi elevators. Minimum of 2 (two) elevators in each Building with one large service lift. All lifts to be at least for 12 (twelve) passengers with Automatic Rescue Devices (ARD). One lift for the Recreation Area.
3. Fire Fighting and prevention equipment as per statute and norms.
4. Generator, with adequate back-up (based on the requirement of an End User in respect of his/her/their/its Apartment but at an additional cost, and 100% (hundred percent) power back up for such of the common services and areas as determined by the Architect.

Schedule E

[Common Areas]

- i. The said Land
- ii. The foundation, columns, beams, supports, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways.
- iii. Drains and sewers from the Said Project to the municipal duct.
- iv. Ultimate roof.
- v. Water sewerage and drainage connection pipes from the Apartments to drains and sewers common to the Said Project.
- vi. Toilets and bathrooms as designated and identified by the Promoter for use of durwans, drivers and the maintenance staff of the Said Project.
- vii. The durwans' and maintenance staff rest space situate in the basement and the ground floor (each as identified by the Promoter) with electrical wiring switches and points, fittings and fixtures.

- viii. Boundary walls of the Said Project including outer side of the walls of the Building(s) and the main gates.
- ix. Water pump and motor with installation and the room therefor.
- x. Tube well, water pump, overhead tanks and underground water reservoirs, water pipes and other common plumbing installations and spaces required therefor.
- xi. Transformer, electrical wiring, meters and fittings and fixtures for lighting the staircases, lobbies and other common areas (excluding those as are installed for any particular Apartment) and spaces required therefor.
- xii. Windows/doors/grills and other fittings of the common areas of the Said Project.
- xiii. Generator, its installations and its allied accessories and room.
- xiv. 3 (three) numbers of lifts (which includes 1 (one) service lift) in each Building and their respective accessories, installations and spaces required therefor.
- xv. Community hall (self-equipped with pantry and toilets), with attached lawns forming a part of the Recreation Area.
- xvi. Mini indoor squash court forming part of the Recreation Area.
- xvii. Spa with steam, sauna and jacuzzi and changing rooms for men and women, all forming a part of the Recreation Area.
- xviii. Air-Conditioned gymnasium, forming a part of the Recreation Area.
- xix. Indoor games room, forming a part of the Recreation Area.
- xx. Cards room, forming a part of the Recreation Area.
- xxi. Library, forming a part of the Recreation Area.
- xxii. Lounge, forming a part of the Recreation Area.
- xxiii. Meeting room with business centre, forming a part of the Recreation Area.
- xxiv. Mini Theatre, forming a part of the Recreation Area.
- xxv. Concierge services.
- xxvi. Terrace with landscaped areas for small party.
- xxvii. Outdoor kids' play area.
- xxviii. Outdoor swimming pool
- xxix. CCTV in the entirety of the common areas of the Building(s) with a central control zone.
- xxx. Water treatment plant with iron removal facility.
- xxxi. Sewerage treatment plant.

- xxxii. Outdoor fitness centre.
- xxxiii. Elevated walkway over podium
- xxxiv. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open spaces in or about the Said Project and/or the Building(s) as are determined by the Architect as being necessary for passage to or for the use and occupancy of the Apartments, but shall not include any area sanctioned and/or permitted for construction under the Plan unless expressly authorized and/or agreed upon in writing by the Promoter

Schedule F

[Common Expenses]

1. Lease rent or ground rent in respect of the Land
2. Repairing, rebuilding, repainting, improving as necessary and keeping the Said Project, the Building(s) and the Common Areas And Facilities and every exterior part thereof in good and substantial repair, order and condition and renewing and replacing etc. all worn or damaged parts thereof.
3. As often as may be necessary in the opinion of the Promoter or the Facility Management Company, as the case may be, painting with quality paint and in a proper and workmanlike manner all the wood, metal, stone and other work of/at the Said Project, the Building(s) and the Common Areas And Facilities and the external surfaces of all exterior doors etc. of the Building(s) and the Common Areas And Facilities, and decorating and colouring all such parts of the Building(s) and the Common Areas And Facilities, as usually are or ought to be.
3. Maintaining, repairing and where, necessary reinstating any boundary wall, hedge or fence.
4. Keeping the driveways, passages and pathways of the Said Project in good repair, and clean, tidy and edged.

5. Cost of clearing, repairing, reinstating any drains and sewers.
6. Paying such workers as may be necessary in connection with the upkeep and maintenance of the Said Project, the Building(s) and the Common Areas And Facilities.
7. Cost of operating and maintaining the various facilities/utilities comprising a part of the Common Areas And Facilities.
8. Insuring any risks.
9. Cleaning as necessary, the external walls and windows (not forming part of any Apartment) in/at the Said Project and/or the Building(s) as may be necessary as also the Common Areas And Facilities, the passages, landings, staircases and all other common parts of the Building(s) and the Said Project as identified by the Promoter or the Facility Management Company, as the case may be.
10. Operating, maintaining and if necessary, renewing from time to time the lighting apparatus of the Said Project, the Building(s) and the Common Areas And Facilities, and providing additional lighting apparatus thereat.
11. Maintaining and operating the lifts, generator and all facilities and utilities forming a part of the Common Areas And Facilities and also those identified by the Promoter, if any.
12. Providing and arranging for removal of rubbish.
13. Paying all the rates, taxes, commercial surcharge, levies, duties, charges assessments and outgoings whatsoever (whether central, state or local) assessed, charged or imposed or payable presently or in the future with retrospective effect or otherwise, in respect of the Said Project and/or Building(s) and/or the Common Areas And Facilities and/or any part thereof, excepting in so far as the same is the responsibility of an End User/the occupant of any Apartment.

14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by any Authority in connection with the Said Project and/or the Building(s) and/or any part thereof so far as the same is not the liability of and/or attributable to an End User/occupant of an Apartment.
15. Generally managing and administering and protecting the Said Project, the Building(s) and the Common Areas And Facilities, and for such purpose employing any contractor and enforcing the observance of the covenants on the part of the End Users/occupants of any of the Apartments.
16. Employing qualified accountant(s) for the purpose of auditing the accounts in respect of the Common Expenses, and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and/or with the provisions of all statutes and all regulations, orders and bye-laws made thereunder relating to the Said Project and/or the Building(s) and/or Common Areas And Facilities excepting those which are the responsibility of an End User/occupier of any Apartment.
18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Promoter may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management of the staff and complying with all relevant statutes and regulations and orders thereunder and employing whenever necessary suitable person(s) or firm to deal with these matters and disengage them when required.
20. The purchase, maintenance and renewal of any other equipment and the provision of any other service, which in the option of the Promoter or the Facility Management Company, as the case may be, it is reasonable to provide.

21. Charges/fees of the Facility Management Company if any.
22. Service charges of the Promoter till the maintenance is taken over by the Association.
23. Litigation expenses that may have to be incurred for any Common Purpose and/or for in/the larger/ greater interest of the Said Project and/or the Building(s).
24. Such periodic amounts, as may be estimated by the Promoter or the Facility Management Company, as the case may be, whose decision shall be final and binding, and to provide for a reserve fund for items of expenditure including those referred to in this Schedule to be incurred or expected to be incurred at any time.
25. Costs and expenses for the operation, management, maintenance, upkeep and administration of the mechanical vehicle parking spaces situate at any part or portion of the Said Project notwithstanding the fact that the Allottee has not been granted the right to use any of such mechanical vehicle parking spaces.
26. Such other costs, expenses etc. incidental to and/or ancillary to and/or related to/with any of the matters, items, issues etc. stated in this Schedule

Schedule G

[Common Rules]

PART I - Restrictions

1. The Allottee shall not:
 - 1.1 partition and/or sub-divide and/or demolish and/or damage the Said Apartment and/or the Car Parking Space and/or any part or portion thereof;
 - 1.2 ever cover or close or permit the covering or closing of the Balcony(ies)/ Deck(s)/Verandah(s), the Open Terrace Area, lounges, lobbies, passages,

corridors, any of the open areas including those comprised in the Said Apartment and/or comprising the Common Areas and Facilities etc. with grills or otherwise, and shall at all times keep them in the same manner as intended and/or constructed and/or delivered by the Promoter, and also shall not alter the elevation and/or the outside colour scheme of the exposed walls of the Said Apartment, the Balcony(ies)/Deck(s)/Verandah(s), Open Terrace Area, lounges, passages, corridors, any of the areas comprising the Common Areas And Facilities etc., and/or any external walls and/or both the faces of the external doors and windows of the Said Apartment and/or the external walls of the Building(s), which in the opinion of the Promoter *inter alia* differs from and/or is in deviation from and/or may effect the colour scheme of the Building(s) and/or the elevation thereof, such opinion of the Promoter being final and binding on the Allottee ;

- 1.3 damage the Building(s) or the common portions, amenities, facilities or any of the other Apartments *inter alia* by making any alterations or withdrawing any support or otherwise.
- 1.4 throw or accumulate or cause to be thrown or accumulated any rubbish or refuse or dirt within/at the Said Apartment and/or in/at any part or portion of the Said Project and/or the Building(s) and/or in/at any of the areas comprising the Common Areas And Facilities, save at the places earmarked therefor.
- 1.5 keep/place/leave or permit to be kept/placed/left outside the Said Apartment and/or in/at any part or portion of the Said Project and/or in/at the Building(s) and/or in/at the lobbies, corridors, passages, staircases, landings, and/or in/at any of the areas/facilities comprising the Common Areas And Facilities etc., any packages, boxes, crates, containers etc. of any description, parcel of goods or articles, sitting stools etc., even temporarily or for a short period of time;

- 1.6 do or permit anything to be done which is likely to cause nuisance or annoyance to any of the occupiers of the Project;
- 1.7 use or allow the Said Apartment or any part thereof to be used, directly or indirectly, for any unlawful/immoral purpose and/or for/as any club, political meeting, conference, meeting place, hall, business centre, guest house, nursing home, hospital, dispensary, clinic, boarding house, eating or catering place, restaurant, amusement or entertainment centre or other such purpose, or for/as any business/professional chamber or office or place of worship and/or for any religious activities and/or manufacturing/industrial activities and/or for any commercial purposes/activities, and further shall not convert/apply for conversion of the nature/user thereof including but not limited to for any direct or indirect commercial, semi-commercial use etc., and shall use the Said Apartment only for residential purpose;
- 1.8 use the Car Parking Space for any purpose other than for parking of private motor cars owned by the Allottee nor shall partition the Car Parking Space in any manner, and further shall not ever make/raise thereon/thereat or on any part thereof any kutchra or pucca construction of any nature whatsoever and/or any grilled wall(s) or enclosure(s), and shall always keep the Car Parking Space open, and shall not permit any Person to dwell/ stay/ reside thereat, and further shall not store/keep any goods, furniture, articles etc. therein/ thereat, and furthermore shall not ever transfer and/or alienate and/or deal with and/or grant any manner of right in, over or in respect of the Car Parking Space separately or independently or devoid of the Said Apartment and/or by way of a separate space or to anyone save and except a Person having or acquiring an Apartment provided that any such alteration/transfer shall at all times be subject to the terms stipulated in this Agreement;
- 1.9 put up or affix any sign board, name plate or stick or affix bill(s), notice(s), advertisement(s), hoarding(s) etc. or other things or other similar articles in/ at any part or portion of the Building(s) and/or the Said Project

including any of the areas/facilities comprising the Common Areas And Facilities and/or at any part or portion of the exposed/outside walls, doors, external façade, windows etc. of the Said Apartment and/or the Car Parking Space and/or outside the Said Apartment provided that the Allottee may display a small and decent name-plate outside the main door of the Said Apartment at the specific space designated for the same by the Promoter;

- 1.10 keep or allow to be kept or store or operate or bring into or allow to be stored, operated or brought into the Said Apartment and/or the Car Parking Space and/or into/upon any of the areas comprising the Common Areas And Facilities and/or any part or portion of the Said Project and/or the Building(s) any goods, articles, machines, equipments etc. which in the opinion of the Promoter are combustible, obnoxious, hazardous, dangerous or offensive and/or which are heavy and/or can affect or endanger or damage the structure and/or stability of the Building(s) and/or any portion thereof and/or any fittings or fixtures thereof, including but not restricted to, windows, doors, floors, outer walls of any Apartment, beams, pillars, lifts, staircases etc., such opinion of the Promoter being final and binding on the Allottee . However, the Allottee may keep LPG gas cylinder(s) for domestic use as may be permissible under applicable laws;
- 1.11 hang from or attach to the beams or the rafters of any part of the Said Apartment and/or the Building(s), any article(s) or machinery(ies) which in the opinion of the Promoter are heavy or may or are likely to affect or damage or endanger the construction and/or the structure and/or stability of the Building(s) or any part thereof, such opinion of the Promoter being final and binding on the Allottee ;
- 1.12 do or cause or permit to be done anything or be a party to any act or deed in or around the Said Apartment and/or the Car Parking Space and/or the Said Project, which in the opinion of the Promoter may, *inter alia*, cause or tend to cause or tantamount to cause or affect or damage the

Building(s) or any portion(s) thereof in any manner whatsoever including without limitation to the flooring, ceiling, walls, pillars or beams, or in any manner interfere with the use or enjoyment of any of the other Apartments and/or any of the Common Areas And Facilities, such opinion of the Promoter being final and binding on the Allottee ;

- 1.13 affix or draw any wires, cables, pipes etc. from or to or through any of the common portions or outside walls of the Building(s) or other parts or portions of the Said Project including but not limited to the other Apartments without the prior written approval of the Promoter or of the Association, as the case may be;
- 1.14 affix or install or attach or hang any antenna/aerial/satellite dishes on the ultimate roof of the Building(s) and/or the Balcony(ies)/Deck(s)/Verandah(s) and/or the Open Terrace Area that may be a part of any Apartment and/or its windows and/or to/from any part or portion of the Building(s) and/or the Said Apartment and/or the Car Parking Space;
- 1.15 hang or put or dry any clothes/linen in or upon the windows and/or any part or portion of the Balcony(ies)/Deck(s)/Verandah(s) and/or the Open Terrace Area(s) and/or any other portion of the Said Apartment such that the same be visible from the outside or to outsiders, and further shall not throw anything from any floor, window, balconies, verandahs, decks, terraces etc., and furthermore shall not place any goods, articles, things etc. upon the window sills of the Building(s);
- 1.16 do or execute or permit to be done or executed any act, deed or thing which may hurt, injure or cause provocation of the sentiments and/or feelings (religious or otherwise) of any of the occupiers of the Apartments/the End Users and/or cause disharmony amongst them, and further shall not slaughter or permit to be slaughtered any living animals at/within any part of portion of the Said Apartment and/or the Car

Parking Space and/or the Building(s) and/or the Said Project on any religious occasion or otherwise;

- 1.17 install or fix any air-conditioner together with its indoor and outdoor units, except in the places if any specified by the Promoter for the same;
- 1.18 affix or change or alter the design or the place of the grills, the window(s) or the main door of the Said Apartment or make or alter or change or relocate any window(s), light opening(s), door(s), path(s), passage(s), drain(s), pipe(s), conduit(s), cable(s) fittings, fixtures etc. in/serving any part or portion of the Said Apartment and the Car Parking Space and/or the Building(s) and/or the Said Project, and furthermore shall not make any encroachment(s) or easement(s) in/upon any part or portion of the Said Apartment and/or the Car Parking Space and/or the Building(s) and/or the Said Project.
- 1.19 make and/or carry out any addition, alteration and/or modification and/or improvements of any nature whatsoever or howsoever, structural or otherwise in/to or about the Said Apartment and/or the Car Parking Space including to the beams, columns, partition walls, load bearing walls save in accordance with the then existing statutory building regulations, and further subject to prior written permission therefor having been taken from the appropriate authorities as also from the Promoter and/or the Association, as the case may be, and further shall not withdraw any support.
- 1.20 carry on any work of fittings, fixtures or any permitted interior works and/or any permitted repairs and maintenance works and/or any other permitted works inside the Said Apartment excepting between 10:00 a.m to 06:00 p.m on working days, and while carrying on such work shall ensure that no annoyance or disturbance is caused to the residents of the Said Project and/or the adjoining premises, and in the event of violation of any of the above, the Promoter and/or the Association and/or the Facility Management Company, as the case may be, shall be entitled to

forthwith stop the same without any liability and at the cost and expense of the Allottee , and further shall not carry on any such work during any school/high school/college examinations. Notwithstanding the above, all such works shall have to be carried out only with the prior written consent of the Promoter and/or the Association, as the case may be, and in strict compliance with the prevailing fit-out guidelines as framed by the Promoter and/or the Association, as the case may be, and further only through the entities identified by the Promoter, on payment of Rs. 10,000/- (Rupees Ten thousand only) as fit-out charges and additionally all applicable Taxes that may be payable, which charges shall be subject to enhancement at the discretion of the Promoter from time to time;

- 1.21 alter the outer elevation of the Building(s) or the Said Apartment, or any part thereof, nor decorate the exteriors thereof in any manner whatsoever, and further shall not make/permit any changes in/to the signage of the Building(s) and/or the Said Project as installed by the Promoter, and furthermore shall not install any monogram etc. at any part or portion of any of the external walls including those of the Building(s) and/or the Said Project;
- 1.22 commit or permit to be committed any alteration or changes in the pipes, conduits, cables and/or any other fixtures, fittings etc. serving any of the Apartments and/or the Building(s);
- 1.23 claim any right of pre-emption or otherwise regarding any of the other Apartments or any part or portion of the Building(s) and/or the Project;
- 1.24 do or permit any act, deed, matter or thing to be done which may render void or make voidable any insurance in respect of the Said Apartment and/or any of the Apartments and/or the Building(s) or cause the premium for the insurance to be increased, and further shall obtain and keep renewed at his/ her/their/its own cost and expense, a comprehensive insurance coverage/ policy in respect of the Said Apartment;

- 1.25 tamper, alter or change or cause or permit any tampering or alteration or change in/of/to the electrical points at any part or portion of the Said Apartment including but not limited to the Balcony(ies)/Deck(s)/Verandah(s), and further shall avoid any overloading of the electrical points;
- 1.26 park or allow any vehicle to be parked on/in the passages(s) and/or the pathway(s) and/or the open space(s) of/at the Building(s) and/or the Said Project and/or at any other portions of/at the Building(s) and/or the Said Project save and except at the Car Parking Space, and to use the passages(s), pathway(s), open spaces etc. only in the manner as may be determined by the Promoter;
- 1.27 claim any right to use any vehicle parking space and/or to park vehicles at any part or portion of the Building(s) and/or Said Project unless specific written permission is granted by the Promoter;
- 1.28 commit breach or violate such rules and regulations as may be made applicable by the Promoter or the Association, as the case may be, including but not limited to the Rules.
- 1.29 obstruct any of the End Users and/or lawful occupiers of the other Apartments to use and enjoy any of the common areas, facilities and amenities;
- 1.30 allow or use any cable, internet or other service providers save and except those service providers whom the Promoter or the Association, as the case may be, may have selected or engaged;
- 1.31 raise any objection to the cooking/bringing in of any non-vegetarian items/ food into/at any part or portion of the Building(s) and/or the Said Project and/or to the keeping/raising of any pets by any of the users/occupiers of the several Apartments;
- 1.32 make/permit any changes in/to any of the entrance lobbies of the Building(s) and/or the entrance of/to the Said Apartment including but

not limited to by changing/replacing the main door, installing any collapsible gate and/or shutter etc.;

1.33 smoke and/or permit smoking at any part or portion of the Building(s) and/or the Said Project save at the areas, if any, designated for the same by the Promoter;

1.34 use or permit to be used the lifts for the purpose of carting pets, any furniture, fixtures, equipments, articles etc.;

1.35 amalgamate/join/consolidate/connect the Said Apartment with any other Apartment and/or any other space and/or area within the Building(s) in any manner whatsoever or howsoever even if the Allottee has been allotted by way of a written instrument any further/other Apartments and/or spaces/ areas which are adjacent to and/or adjoining the Said Apartment;

1.36 do any act, deed or thing which may in any manner whatsoever obstruct/impede/restrict/hinder the construction and/or the development and/or the completion and/or the transfer/alienation of any part or portion of the Said Project in any manner whatsoever including but not limited to the Building(s) and/or any further and/or additional constructions, alterations etc. at/to the Said Project and/or the Building(s) and the works related thereto, notwithstanding any disruption/hindrance in the enjoyment of the Said Apartment And Properties Appurtenant Thereto by the Allottee and/or any variation/diminishment in the undivided proportionate impartible indivisible variable share (attributable and/or allocable to the Said Apartment) in the leasehold interest in the land comprised in the Said Project and in the Common Areas And Facilities as stipulated in these presents;

1.37 at any time make or claim partition or division on any ground whatsoever of any part or portion of any of the areas/portions comprising the Common Areas And Facilities and/or the Said Apartment and/or the Building(s) and/or the Said Project;

- 1.38 raise the floor level of the Said Apartment, and furthermore shall not do any act, deed or thing which may increase/cause to increase the total load of/on the floor of the Said Apartment;
- 1.39 block up or darken or obstruct or obscure or cover up any of the windows and/or lights of/at the Said Apartment, and further shall not cover or obstruct any ventilating shafts and/or inlets and/or outlets;
- 1.40 install or fix grills, shades, awnings, window guards, ventilators etc. and/or alter those if any already installed/fixed, without the prior written consent of the Promoter;
- 1.41 block any area(s) and/or passage(s) including those comprising the Common Areas And Facilities;
- 1.42 claim any right of user or common use or any other right of any nature whatsoever over/in respect of any part or portion any of the areas which are under the exclusive control and/or use and/or possession of the Promoter, who shall be entitled to dispose of and/or deal with the same in such a manner and in lieu of such consideration as the Promoter may deem fit and proper;
- 1.43 permit any driver, domestic help, servants, staff, etc. and/or any other person employed by the Allottee to sleep and/or squat and/or loiter around in/at any part or portion of the Building(s) and/or the Said Project;
- 1.44 form with the other users, occupiers etc. of the several units/areas/spaces/ Apartments comprising the Building(s) any association, and further shall not become a member of any association and/or association of persons and/or firm and/or any entity for any purpose/matter related/pertaining directly and/or indirectly to the Building(s) and/or the Said Project and/or for the purpose of maintenance, management, upkeep etc. of the Building(s) and/or the Said Project, and if any such organization/company/firm/association/other entity etc., be formed, the same shall not be recognized by the Promoter;

- 1.45 obstruct or use the lobbies, entrances and stairways of the Building(s) for any purpose other than ingress to and egress from the Said Apartment in the Building(s);
- 1.46 play upon or cause to be played upon musical instrument or a phonograph or radio or television or loud speaker in the Said Apartment with such intensity, as may disturb or annoy the occupants of the Building(s) and/or the adjoining premises;
- 1.49 use the water-closets and other water apparatus in the Building(s) for any purpose other than those for which the same were constructed, and shall not throw into the same, any sweepings, rubbish, rags or any other article. Any damage resulting from misuse of a water-closets or apparatus shall be paid for by the End User in whose Apartment it shall have been caused;
- 1.50 keep or harbour any bird or animal in the common areas of the Project, and in no event shall dogs and other pets be permitted on elevators (except the service elevators) or in any of the common portions of the Building(s) unless accompanied;
- 1.51 use drills in the kitchen or toilet without the supervision of the representative of the Promoter or the Facility Management Company or the Association, as the case may be, it being clarified that only drills can be used to drive nails into the walls of the Said Apartment;
- 1.52 remove the gratings in the toilets and kitchen, so as to avoid clogging of the pipelines and/or sewerage lines;
- 1.53 send any employee of the Promoter and/or the Association and/or the Facility Management Company on any private business or personal errand;
- 1.54 carry out or permit or allow any games or sporting activities at any part or portion of the Project;
- 1.55 pluck/damage/destroy or permit to be plucked/damages/destroyed any flowers, plants or trees in the landscaped areas, which shall always be

maintained as open areas, and no End User shall be allowed to construct anything in/on these areas;

1.56 cook or permit cooking in the common areas, parking spaces and servants quarter except the place(s) designated for the same by the Promoter and/or the Association, as the case may be;

1.57 damage any common property, which would be penalized by compensation of the actual amount for repair/replacement;

1.58 park or permit the parking of his/her/their/its cars or vehicles at the visitors' parking spaces designated and identified by the Promoter.

PART - II - Compliances

The Allottee shall:

2.1 maintain the Project in general and the Building where the Said Apartment is situate for the purposes and with the intent and object for which the same is constructed;

2.2 assist the Promoter to form the Association and strictly observe and abide by all the rules and regulations including the Rules framed/ formulated by the Promoter and thereafter by the Association, and without prejudice to the other rights of the Promoter, pay all the penalties levied/stipulated for non-observance of and/or non-compliance with the same;

2.3 co-operate with and assist in all manner, the Promoter / Association, as the case may be, in carrying out their day to day activities and obligations, and shall not oppose/object to any decision taken by the Promoter and/or the Association, as the case may be, and in particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, lifts, tube wells, generator and/or other installations and/or amenities in the Building(s) and/or the Project and its service zone including without limitation those under the West Bengal Fire Service Act, 1974 and/or the rules made thereunder, and shall indemnify and keep

each of the Indemnified Parties, Association and the Facility Management Company, as the case may be, saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions, proceedings etc. in respect thereof including but not limited those which the Indemnified Parties and/or Association and/or the Facility Management Company may suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the Allottee ;

- 2.4 maintain, at his/her/their/its own costs, the Said Apartment and shall keep the same in good condition, state and order in which the same is handed over to the Allottee, normal wear and tear accepted, and shall at all times keep the interior walls, fittings, fixtures, appurtenances, floors, ceilings, sewerage, drainage, plumbing etc. in perfect condition and repair, and further shall keep each of the Indemnified Parties and each of the other occupiers/End Users of the several units/areas/spaces at the Building(s) and/or the Said Project fully safe, harmless and indemnified from and against *inter alia* the consequences of any damage etc. arising therefrom;
- 2.5 be and remain solely responsible for the safety and security of the Said Apartment And Properties Appurtenant Thereto and the permissible goods/ articles lying therein/thereat, if any, and to get the same insured at his/her/ their/its own cost including against damage by fire, riot, explosion, earthquake, strike, storm, tempest, floods, wars, accidents, malicious damage, civil commotion etc.;
- 2.6 abide by and/or comply with and/or ensure compliance of all statutory laws, bye-laws, rules, regulations and/or restrictions that are to be abided by or complied with by the owners and occupiers of multi storied buildings in the state of West Bengal including but not limited to the norms, practices and the legal requirements/guidelines of the State Level Expert Appraisal Committee (SEAC)/State Level Environment Impact Assessment Authority (SEIAA)/the Pollution Control Board in relation to

the operation and maintenance of the facilities forming part of the Common Areas And Facilities;

- 2.7 pay regularly and punctually every month and month by month the Common Expenses at such rates as may be decided, determined and apportioned by the Promoter, as per the bills raised by the Promoter and/or the Facility Management Company and/or the concerned authorities, as the case may be, payable with effect from the Outgoings Payment Commencement Date;
- 2.8 pay regularly and punctually the entirety of the Outgoings in or relating to the Said Apartment as per the bills raised by the Promoter and/or the Facility Management Company and/or the concerned authorities, as the case may be;
- 2.9 pay/make such further Deposits and/or other deposits as be required by the Promoter / Association, as the case may be, from time to time and further shall make good and pay to the Promoter / Association, all such amounts which may have been deducted/adjusted/paid towards any amount due and payable by the Allottee , and further shall also replenish any shortfalls caused on account of the Allottee , and furthermore deposit with the Promoter / Association such further amounts as may be determined by the Promoter / Association, as the case may be;
- 2.10 use the Said Apartment, the Car Parking Space and the Common Areas and Facilities carefully, peacefully and quietly and only for the purpose for which each of it is meant and as stipulated by the Promoter.
- 2.11 use the Common Areas And Facilities in common with the Promoter and the other permitted users and occupiers of the Building(s) and/or the Said Project as may be determined by the Promoter at its sole and absolute discretion, and only for the limited purpose for which the same are designated/identified by the Promoter, without claiming any manner of absolute and/or exclusive right or title or interest or possession therein/ thereon/thereto/thereof, and shall not damage, destroy, disfigure any of

the utilities and/or facilities and/or infrastructure or use or employ such areas and/or the facilities and/or utilities etc. in any manner not intended to be used or employed, and further shall not do any act, deed or thing which may in any manner prevent and/or restrict the rights and liberties of the Promoter and/or of the other users/occupiers, it being clarified that the Allottee and/or the contractors, men, servants, agents etc. of the Allottee shall not be entitled to access any of the areas of the Building(s) and/or the Said Project including but not limited to the roof/ ultimate roof, the lift machine room, the electrical transformer room, if any, the electrical meter room, if any, the generator set and/or any of the Common Areas And Facilities and/or such other areas/facilities as may be identified from time to time by the Promoter;

2.12 comply with and adhere to all the laws, rules and guidelines pertaining to fire safety, and the Allottee shall remain solely liable and responsible for any violation thereof, and the Allottee shall keep each of the Indemnified Parties and each of the users and occupiers of the several units/ areas/ spaces/Apartments at the Building(s) and/or the Said Project fully safe, harmless and indemnified in respect thereof;

2.13 sign such forms, give such authorities and render such co-operation as may be required by the Promoter /Facility Management Company/ Association, as the case may be;

2.14 allow the Promoter /Facility Management Company/ Association, as the case may be, and/or their respective representatives, with or without workmen, upon prior reasonable notice (save and except in cases of emergencies) to enter into the Said Apartment and/or the Car Parking Space *inter alia*, for the purpose of maintenance, repairs, re-building etc. and for keeping in good order and condition, the electrical lines, the air-conditioning lines, the water lines, the pipe lines, the gas lines, sewage lines, storm water lines/storm water pits, plumbing systems etc. and/or any and/or all other elements, without raising any objection;

- 2.15 ensure that the entirety of the Project is maintained in a decent manner;
- 2.16 pay, and undertake(s) to pay, such damages on demand as ascertained by the Promoter / Association, as the case may be, for the breach of any of the covenants contained in this Agreement within the due date therefor as mentioned in the demand;
- 2.17 pay and undertake(s) to pay Interest in the event the Allottees fail(s) or neglect(s) to pay the damages for the breach of any covenant from the due date of demand till the date of payment, and hereby further undertake(s) that in the event the said damages and the Interest thereon is not paid within 60 (sixty) days from the date of demand, then till such time the entirety of the said damages together with the Interest thereon is paid the Allottee shall not use any of the utilities and facilities in the Building including without limitation the water supply, gas, electricity, lift etc., and hereby authorise(s) the Promoter /Facility Management Company/ Association, as the case may be, to discontinue/ withdraw any or all the facilities and utilities etc.;
- 2.18 use only such routes of entry into and/or exit from the Said Project and/or the Building(s) as specified by the Promoter;
- 2.19 submit to the Promoter full particulars with photographs of any driver, domestic help, servants, staff, etc. and/or any other Person employed by the Allottee (with a copy to the local police station), to enable issuance of identity cards to each of such individuals, who shall be bound and obliged to carry the same at all times, failure whereof shall result in not being permitted to access the Said Apartment and/or any part or portion of the Building(s) and/or the Said Project;
- 2.20 while sending any goods or materials out of the Said Project with the help any driver, domestic help, servants, staff, etc. and/or any other Person employed by the Allottee , provide appropriate authorisation to such carriers of such goods;

- 2.21 immunize the pets of the Allottee , and at all times to keep the pets on a leash save when inside the Said Apartment, with the Allottee being responsible to arrange for the cleaning up if his/her/their/its pets relieve themselves anywhere within the Said Project, and further for making good any loss, damage etc. which may be caused by and/or have arisen due to the pets of the Allottee ;
- 2.22 use only such power/generator back-up as allocated by the Promoter to the Said Apartment, and shall not demand/claim any further/additional power/ generator back-up on any ground whatsoever or howsoever;
- 2.23 ensure that all the employees, personnel, visitors, agents, contractors, etc. of the Allottee strictly abide by the rules framed/amended from time to time by the Promoter and/or the Facility Management Company including the Rules as also the instructions issued from time to time for enforcing security, maintenance etc., and further shall ensure that none of them in any manner deface, vandalise or bring to disrepute the Project;
- 2.24 within 45 (forty five) days from the date of execution and registration of the Deed of Sub Lease, subject to and without prejudice to the terms thereof, at his/ her/their/its own cost, expense and liability, apply for and obtain separation and mutation of the Said Apartment in the records of the Kolkata Municipal Corporation in the name of the Allottee as the Allottee thereof, and the Allottee shall be liable and responsible for all the costs and consequences for the non-observance of this clause, and the Allottee shall, on and from the Outgoings Payment Commencement Date be liable to pay the municipal rates and taxes in respect thereof as determined by the Promoter, and, further, in the event of there being any enhancement to/in the rates and taxes due to any act, deed or thing done or carried out or executed at the Said Apartment by/at the instructions of the Allottee, the Allottee, such enhancement shall be paid and borne exclusively by the Allottee in addition to and over and above the aforesaid rates and taxes, it being clarified that understood that such assessment and mutation shall not absolve the Allottee of its continuing obligation to

make payment of the proportionate share of the municipal rates and taxes in respect of the Said Project, as determined by the Promoter and/or the Facility Management Company and/or Association, as the case may be;

2.25 comply with all notices, orders and requisitions of the local and/or municipal and/or other concerned authorities that may be required to be complied with by the Promoter and/or the Allottee in respect of the Said Apartment And Properties Appurtenant Thereto or any part thereof, all at his/her/their/its own costs and liability;

2.26 exercise all precautions and care and take all steps as may be necessary and/or expedient to prevent the commission of any offence under any statutory law or otherwise, and to keep each of the Indemnified Parties and each of the users and occupiers of the several units/areas/spaces/ Apartments at the Building(s) and/or the Said Project safe, harmless and indemnified in respect thereof;

2.26 keep the lobby clean at all times;

2.27 make the electrical fittings only from the underground cable trench or the existing electrical ducts in such manner that electric wires are not exposed;

2.28 obtain car parking stickers from the Promoter and/or the Association and/or the Facility Management Company, failing which the vehicles shall not be permitted to enter the Said Project;

2.29 pay to the Promoter or to the Association or the Facility Management Company, as the case may be, car parking charges for visitors' cars as determined by the Promoter or the Association or the Facility Management Company, as the case may be;

2.30 co-operate with the other End Users and the Promoter and Association and/or the Facility Management Company, as the case may be, in the management and maintenance of the Said Project and the Project;

2.31 observe, perform and comply with the conditions mentioned in other parts of this Schedule.

PART - III - Miscellaneous Rules/Covenants

The Allottee confirm(s) and undertake(s) as follows:

- 3.1 if any alteration in the Project is required by the Kolkata Municipal Corporation or any other authority then the Promoter may do so without any prior intimation or consent from the Allottee ;
- 3.2 after the date of taking hand over of the Said Apartment in term of and/or subject to the provisions of this Agreement, the Allottee shall have no right or claim against the Promoter save and except limited to that stipulated in Clause 7.13 hereinabove;
- 3.3 the right of the Allottee will remain restricted to the Said Apartment and the Car Parking Space, and all the unsold Apartments and the car parking space(s) will remain vested in the Promoter who shall be free to deal with and/or dispose them off in any manner in its absolute discretion;
- 3.4 the Promoter will be solely and absolutely entitled to all credits, carbon credits or otherwise, that may be granted or can be availed of for the manner of executing the Project or otherwise, and the Allottee shall not make any claim thereto in any manner whatsoever;
- 3.5 in all matters relating to construction of the Building(s) and/or the Project in general including, without limitation the Plan, lay-out, Specifications and measurements, the decision of the Architect shall be final and binding, and the Allottee shall not dispute the same or raise any objection thereto on any ground whatsoever or howsoever;
- 3.6 in no circumstances whatsoever the Allottee shall do any act, deed, matter or thing whereby the construction of any of the Building(s) or development of Project in general is in any manner whatsoever, hindered, obstructed or impaired with;
- 3.7 the right of user of the Allottee of the Common Areas And Facilities along with the Car Parking Space being an indivisible part and parcel of

the Said Apartment, shall not be transferable except along with the Said Apartment (subject to and in accordance with the terms of this Agreement), and each of them shall be deemed to be transferred with the Said Apartment even though the same be not expressly mentioned in any future instrument of transfer;

- 3.8 the Promoter shall be entitled to take such steps as it deems fit and proper in the interest of preserving the aesthetics of the Building(s) and/or the Said Project including but not limited to the external façade of each of the above;

Schedule H

[Mutual Easements]

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

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

- iv. The right of support shelter and protection of the Said Apartment by or from all parts of the Building so far they now support shelter or protect the same.
- v. The right of passage in common as aforesaid electricity water and soil from and to the Said Apartment through pipes drains wires and conduits lying or being in under through or over the Building and the Project so as far as may be reasonable necessary for the beneficial occupation of the Said Apartment and for all purposes whatsoever.
- vi. The right with or without workmen and necessary materials for the Allottee(s) to enter from time to time upon the other parts of the Building(s) and the Project for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Apartment in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours' previous notice in writing of its intention so to enter to the Allottees and occupiers of the other spaces and portion of the Building(s)