

**AGREEMENT FOR SUB LEASE**

**THIS AGREEMENT FOR SUB LEASE** is made on this the \_\_\_\_ day of \_\_\_\_\_ Two Thousand and \_\_\_\_\_ (20\_\_)

**BETWEEN**

**PASARI MULTIPROJECTSPRIVATE LIMITED (I.T. PAN NO.AABCP5688D)**, a company (CIN No. \_\_\_\_\_) incorporated within the meaning of the Companies Act, 1956 having its registered office at Premises No. 35, Ballygunge Park, P.O.- Ballygunge, P.S. – Karaya, Kolkata – 700 019 represented by one of its Directors duly authorized by virtue of a Board Resolution dated \_\_\_\_\_, Shri \_\_\_\_\_ (**I.T. PAN NO. \_\_\_\_\_ and Aadhar No. \_\_\_\_\_**), s/o \_\_\_\_\_, by faith Hindu, by occupation Businessman, by nationality Indian, residing at Premises No. \_\_\_\_\_, hereinafter called and referred to as the **“SUB LESSOR”** (which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successor or successors-in-interest, nominee(s) and/or assigns) of the **ONE PART**

**AND**

**MESSRS. \_\_\_\_\_ PVT. LTD**, (Pan No. \_\_\_\_\_) a Company (CIN No.) within the meaning of the Companies Act, 1956, having its registered office at Premises No. \_\_\_\_\_, P.S. \_\_\_\_\_, P.O. \_\_\_\_\_, Kolkata 700 \_\_\_\_\_, represented by one its Directors Shri \_\_\_\_\_, (Pan No. \_\_\_\_\_) (Aadhar No. \_\_\_\_\_) son of \_\_\_\_\_, by faith Hindu, by occupation \_\_\_\_\_, by nationality Indian, residing at \_\_\_\_\_, P.S. \_\_\_\_\_, P.O. \_\_\_\_\_, Kolkata 700 \_\_\_\_\_, hereinafter referred to as the **“SUB LESSEE(S)/ALLOTTEE(S)”** (which term or expression shall, unless excluded by or repugnant to the subject or context, include its successor and successor(s)-in-interest) of the **OTHER PART**.

**OR**

\_\_\_\_\_, (Pan No. \_\_\_\_\_) son/wife/daughter of \_\_\_\_\_, by faith \_\_\_\_\_, by Occupation \_\_\_\_\_, by nationality \_\_\_\_\_, residing at \_\_\_\_\_, P.S. \_\_\_\_\_, P.O. \_\_\_\_\_, Kolkata 700 \_\_\_\_\_, hereinafter called and referred to as the **“LESSEE(S)ALLOTTEE(S)”** (which term or expression shall, unless excluded by or repugnant to the subject or context, include his/her/their heirs, executors, administrators and legal representatives) of the **OTHER PART**.

**WHEREAS** the Sub Lessor and the Allottee(s) shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

**DEFINITION:-**

The various terms used in this agreement, unless it be contrary or repugnant to the subject or context, shall have the meaning assigned to them as stated hereunder written and the same shall be deemed to be the part of this agreement.

- 1.1 a) **“ACT”** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- b) **“RULES”** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c) **“REGULATIONS”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) **“SECTION”** means a section of the Act;
- 1.2 **“SUB LESSOR”/Promoters** shall mean Messrs. **PASARI MULTIPROJECTS PVT. LTD.** and its successors-in-interest and/or assigns.
- 1.3 **“SUB LESSEE”/Allottees** shall mean the Sub Lessee/s named in this Agreement and also its successors-in-interest and/or assigns.
- 1.4 **“SUB LESSEES”/Allottees** shall mean the various Sub Lessees respectively of several Units and Parking spaces at the blocks A (Phase I ) of the Complex and also their respective or successors-in-interest and/ or assigns.
- 1.5 **“PREMISES”** shall mean land measuring about 134.05 cottahs situated and comprised in R. S. Dag Nos. 520, 585 and 591, Mouza Nonadanga, J. L. No. 11, being KMDA Plot No. IND-8, of the East Kolkata Area Development Project Municipal Premises No. 789, Anandapur, Kolkata - 700107 Police Station - Tiljala, Ward No. 107, District South 24 Parganas, more fully described in Part I of the First Schedule hereunder written.
- 1.6 **“LAND”** shall mean the land described in **Part II (PHASE I) Block ‘A’** of the First Schedule.
- 1.7 **“COMPLEX”** shall mean the proposed 3 (three) Building Blocks respectively named block A (Phase I) Block B (Phase II) and Block C (Phase III) , which are to be erected by the Sub Lessor in phases at the said premises as Green Building as per the Indian Green Building Counsel (IGBC) guidelines under their LEED-India CSVI.0 rating

besides Reserved Portion and includes the common land area for the complex (subject to restriction of use) as shown and delineated in the plan annexed hereto.

- 1.8 “BLOCK A (Phase I)”** shall mean the Blocks consisting of several Offices/Units/ including Retail and common portions thereat to be constructed at the land described in Part II of First Schedule.
- 1.9 “PROJECT”** shall mean development/construction of the building at the said land (Phase I) described in Part II of First Schedule
- 1.10 “Block B (Phase II)”** shall mean the Blocks consisting of several Offices/Units/ including Retail and common portions thereat to be constructed in phases on the land described in Part III of First Schedule.
- 1.11 “Block C (Phase III)”** shall mean the land appurtenant to as described in Part – IV of First Schedule where upon several floors and services to be constructed and or provided for the purpose of several Offices/Units/ including Retail , running the hotel or a hospitality business or any other business.
- 1.12 “Reserved Portion”** shall mean the demarcated and separated land as described in Part V of the First Schedule which is out of the purview of this agreement and may be used for any purpose including food plaza at the sole discretion of the Promoter.
- 1.13 “Common Land Area”** shall mean the land described in part VI of the first schedule which shall be used for the common purpose of the complex includes drive way, boundary wall, fences, hedges etc. including the space required for the parking of Car/two wheeler, generators and some exclusive amenities to the particular block/allotees.
- 1.14 “UNIT”** shall mean the self contained office Together With adjacent Exclusive Terrace/Balcony, if any at Block A ( Phase I) and the same meant for exclusive use and enjoyment by the Sub Lessee for office purpose only, Together With the right to use the Car Parking Space (s) if any , more fully described in the Second Schedule hereunder
- 1.15 “UNITS”** shall means the several Unit and right to use Parking Space/s at Block A ( Phase I)
- 1.16 “Parking Spaces”** shall mean the uncovered and covered parking spaces and mechanical parkings on the ground floor and the lower and upper basements and all the open spaces of the Complex, which can be used for parking of cars or two

wheelers only during office hours. The Sub Lessor shall exclusively be entitled to grant the right of usage of such spaces for parking cars beyond office hours to any person and/or persons for consideration or otherwise.

**1.17 “Parking Space”** shall mean the right to park a medium sized car or two wheelers only in the space, if any allotted by the Sub Lessor to the Sub- Lessee/Allottee and the same only during office hours.

**1.18 “Plan”** shall mean Permission No. 840/XII/10-11 dated 26th March, 2011 granted by the KMC to construct the Complex and shall include the right of the Sub Lessor to make modifications and/or alterations to the Plan from time to time as may be deemed expedient by the Sub Lessor and approved by the KMC.

**1.19 “Exclusive Balcony/Verandah ”** shall mean the exclusive use and enjoyment of the Exclusive Balcony, if any adjacent with the office Unit, as mentioned in the Second Schedule , by the Sub Lessee herein with exclusive use the same with the right to transfer such rights and entitlements along with the transfer of the said Unit.

**1.20 “Common Portions”**

i) **“Block A Common Portions”** will be those mentioned and described in Part-I of **Third Schedule** hereunder written.

ii) **“Block B Common Portions”** will be those mentioned and described in Part-II of **Third Schedule** hereunder written.

iii) **“Block A, Block B and Reserved portion Common Portions”** will be those mentioned and described in Part- III of **Third Schedule** hereunder written.

iv) **“Complex Common Portions”** will be those mentioned and described in Part-IV of **Third Schedule** hereunder written.

**1.21 “Carpet Area”** - shall mean the net usable floor area of an Unit , excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit.

**1.22 “Built up area”** of the Unit, shall mean its plinth area including projections and cupboard areas and the thickness of its external walls/glass glazing and internal walls and columns therein provided that if any wall or column be common between two Units, then only one half of the area under such wall or column shall be included in the built up area of such Unit.

**1.23 “Super Built Up area”** of the Unit shall be equal to the area as mentioned in Schedule ‘D’

**1.24**

**Health Club:**

- i) The Health Club will consist of facilities for use and enjoyment of the same by the Sub Lessee/members as may be provided thereat by the Sub Lessor. The Sub Lessee, shall abide by the Rules of the Health Club to be framed by the Sub Lessor and also to pay the monthly subscription and other charges as may from time to time be decided by the Sub Lessor pertaining to such membership of the Sub Lessee.
- ii) The Sub Lessor may admit such other persons or parties in addition to the Sub-Lessee’s/Allottee’s to use and enjoy the Health Club at such charges and subject to such rules and regulations as may from time to time be framed by the Sub Lessor.
- iii) The Sub Lessor shall solely own and control and look after, manage, operate and maintain the Health Club and the same with such facilities and in such manner as may be decided by the Sub Lessor.
- iv) The Sub- Lessee’s/Allottee’s shall not have any right title or interest, in respect of the Health Club, excepting to use the same as members, as provided herein, subject to abiding by the rules and regulation including payment of necessary charges.

**1.23 Holding Organisation/Association of Allotees/Facility Mangement company** shall mean the maintenance company to be retained and/or formed by the Sub Lessor for administration and management of the common portions of the Commerci/al Block or Blocks and rendering of common services at the Commercial Block or Blocks and also for realizing and disbursing the maintenance charges.

**1.24 “Office Hours”** shall mean the period from 9 A.M. upto 7 P.M. on working day and shall not include Sundays and other public holidays.

**1.25 Original Lease / Head Lease** shall mean the Lease Deed dated 23rd March, 2012.

**1.26 “KMC”** shall mean the Kolkata Municipal Corporation.

**1.27 “Advocates”** shall mean the advocate (s) as may be appointed by the Sub-Lessor/Promoter.

**1.28 SPECIFICATION:** shall mean the **tentative** specification of the materials for the Unit as mentioned in the FOURTH SCHEDULE.

**AND WHEREAS** by a Deed of Lease dated 23rd March, 2012, registered with the office of the Additional Registrar of Assurances I, Kolkata, in Book No. I, Volume No. 6, Pages 4876 to 4894, Being No.02645, for the year 2012, made between Kolkata Metropolitan Development Authority, therein referred to as the Authority of the One Part and Pasari Multiprojects Pvt. Ltd., the Sub- Lessor/Promoter herein, therein referred to as the Lessee of the Other Part, the said Authority for the consideration therein mentioned leased out **ALL THAT** the piece or parcel of land measuring an area of 134.05 Cottahs a little more or less situate at and comprised in part of R. S. Dag Nos. 520, 585 and 591 of Mouza Nonadanga, J. L. No. 11, being KMDA Plot No. IND-8, Municipal Premises No. 789, Anandapur, Kolkata 700107 (being the part of the East Kolkata Area Development Project of the Authority) Police Station Tiljala, Ward No. 107, District South 24 Parganas, morefully and particularly described in Part I of the First Schedule hereunder written. unto and in favour of the Sub- Lessor/Promoter herein for a period of 99 years commencing from 26th September, 2008 on terms and conditions as therein mentioned .

Thus in terms of the Said Leasedeed, Pasari Multiprojects Pvt. Ltd. became the Lessee of the premises and became entitled to develop and to construct the proposed Complex thereat and further to deal only with the constructed space.

The Sub Lessor has decided a scheme for construction of buildings/building(s) in three phases being Phase I, II, and III besides a reserved portion, having different **Phase I, Phase II and Phase III** described in Part II, III & IV respectively of First Schedule, and with concern for energy efficiency, environment, water conservation and renewable energy as per the recommendation and guidelines of the Indian Green Building Council (IGBC) under the LEED- India CSV10. rating system and a reserved portion inter alia for **Food Plaza** on the land described in Part V of the First Schedule. The Total Common **land** area for the complex is mentioned in Part VI of the First Schedule. The LB and UB of all the blocks/Phases are contiguous and will be used for Car Parking and other services exclusively for the Block C (Phase III) including few common service & parking space for entire complex. The Sub- Lessor/Promoter duly applied for and obtained plan bearing No. 840/XII/10-11, dated 26th March, 2011 issued by the Kolkata Municipal Corporation, and has also obtained "No Objection" from West Bengal Pollution Control Board and necessary statutory clearances as per extant laws

**AND WHEREAS** the Sub Lessor here became the Lessee and/or otherwise became entitled to inter alia **ALL THAT** the piece or parcel of land measuring an area of 134.05 Cottahs a little more or less situate at and comprised in part of R. S. Dag Nos. 520, 585 and

591 of Mouza Nonadanga, J. L. No. 11, being KMDA Plot No. IND-8, Municipal Premises No. 789, Anandapur, Kolkata 700107 (being the part of the East Kolkata Area Development Project of the Authority) Police Station Tiljala, Ward No. 107, District South 24 Parganas, more fully and particularly described in **Part I** of the **First Schedule** hereunder written and hereinafter referred to as the **Said Premises**, and got its names mutated and/or recorded in the records of the Kolkata Municipal Corporation in respect of the Said Land and Premises.

**AND WHEREAS** the Sub Lessor has obtained the plan approvals and got a plan sanctioned being Sanction Plan No. 840/XII/10-11, dated 26th March, 2011 issued by the Kolkata Municipal Corporation for construction of buildings.

**AND WHEREAS** the Sub Lessor is/are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Sub Lessor regarding the Said Land on which the said Project (Phase I) is to be constructed have been complied with or completed.

**AND WHEREAS** the Kolkata Municipal Corporation has granted the commencement certificate to develop the said Project vide approval dated 29.06.2011 being Registration No. 2011120098.

**AND WHEREAS** the Developer/Promoter has obtained the, sanctioned, specifications and approvals for the project from the Kolkata Municipal Corporation. The promoter/Sub Lessor agree and undertake that save and except raising additional floors or the constructions, if permitted by law, it shall not make any changes to layout plans, except in strict compliance with Section 14 of the Act and other laws, as applicable. If the plan sanctioned by the authority is required to be changed/ modified and/or amended due to any change in law and/or statutory requirement, in such event the Office Unit of the allottee should not change to a major extent and all common facilities should be made available to the allottee ultimately for which the Sub Lessor may change the location.

**AND WHEREAS** the Promoter/Sub Lessor has registered and/or will register the said Project under the provisions of the Act with the West Bengal Housing Industry Regulation Authority on having registration no. \_\_\_\_\_.

**AND WHEREAS** it is clearly understood and declared, and the allottee is also made aware that in terms of the Head Lease made with KMDA, the Sub Lessor herein is entitled to transfer the constructed space only and accordingly no part of the Land for the said Phase/Complex shall be transferred as common area or otherwise in favour of the Association of the Allottees/FMC or any other person or persons.

**AND WHEREAS** the Allottee upon getting the Xerox of all documents and after satisfying in all respect and being aware of the project (Phase I) and details thereof had applied for allotment of a office space in the said Project vide Application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted office Unit No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ Sq ft built up area being \_\_\_\_\_ Sq Ft. and super built up area being \_\_\_\_\_ Sq Ft. and adjacent Verandah/balcony, if any along with right to use covered/open/mechanical parking space.

**AND WHEREAS** the parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

**AND WHEREAS** 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;

**AND WHEREAS** the Sub Lessee/Allottee(s) have/has taken thorough inspection of all papers and documents referred to **herein** and have/has made necessary searches and after having been fully satisfied in all respect including all the right title and interest of the Sub Lessor ,the Sub Lessee has/have agreed to acquire and /or take on Lease for the residue period and the Sub Lessor have agreed to Lease the said property being **ALL THAT** Unit No. \_\_\_\_ on the \_\_\_\_ Floor by ad-measurement containing an area of \_\_\_\_\_ Sq. Ft. Carpet area and/or \_\_\_\_ Sq. Ft. Built Up Area and adjacent open balcony area, if any, measuring \_\_\_\_\_ Sq. Ft. superbuilt up area more fully and particularly described in the **SECOND SCHEDULE** hereunder written and right/ to use \_\_\_\_ Covered Car/open/mechanical parking space dependant/independently/ the right to use the common parts, portions, areas, facilities and amenities as fully described in the **THIRD SCHEDULE** hereunder written.

**AND WHEREAS** in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Sub Lessor hereby agrees to Lease for the residue period and the Allottee(s) hereby agrees to take on Lease the Said Property/Office unit and the amenities/right to use Open/Covered/Mechanical parking space if any **on the terms & conditions as set out in this agreement.**

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY DECLARED AND AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

#### **ARTICLE I--- TERMS**

**1.1 SUBJECT TO** Terms and conditions as detailed in this agreement, the promoter agrees to transfer to the Allottee and the Allottee hereby agrees to acquire the Office Unit as mentioned in Part III of the First Schedule hereunder written and shown in the Floor plan thereof hereto annexed.



**1.2** The total price for the Unit based on the carpet area is Rs. \_\_\_\_\_(Rupees \_\_\_\_\_ only) (“Total price” which includes cost of office unit , proportionate cost of common area, taxes, maintenance charges for the period as hereinafter mentioned;

Explanation:

- i.** The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Office unit;
- ii.** The Total Price above includes Taxes consisting of tax paid or payable by the Promoter by way of GST, Cess or any other similar taxes which has been levied, in connection with the construction of the Project payable by the Promoter up to the date of handing over the possession of the Office Unit 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 and subject to Article 11 hereinafter provided, the cost of maintenance of the Office Unit Building or the Project shall be carried out by the Promoter upto a maximum period of 3 months after CC which shall be included in the total price.  
Also includes Extras and Deposits, Incidental Charges etc which is mutually fixed and non- negotiable and the Allottee will not raise any issues in this regard in future.  
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;  
Also Provided that the benefits arising out of implementation of GST Act and Rules in the form of Input Tax Credit or otherwise is already considered while determining the Final Purchase Consideration and the Allottee shall not claim, demand or dispute in regard thereto..  
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.
- 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 within 15 (FIFTEEN) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of any additional or new 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 Office Unit includes recovery of cost of leasehold right in land construction of not only the Office Unit but also the Common areas, taxes, cost of providing electric wiring, electrical connectivity to the Office unit, Lift, Water line and plumbing, tiles, doors, windows, Fire detection and Fire fighting equipments in the common areas, Maintenance Charge as per Article 11, cost for providing all other facilities, amenities and specifications to be provided within the Project and also, pro rata share in the Common Areas; exclusive rights in Open/Covered/Mechanical parking(s) (dependent/independent) as provided in the Agreement, is morefully described in the **FOURTH SCHEDULE** hereunder with.
- v. In case any Car Parking is allotted/allowed the Sub Lessee shall have the right to use during Office Hours car parking spaces in the basement/open/ mechanical parking, if any and two wheeler parking spaces in the basement/open/ if any and parking spaces on the surface level of the building, for parking of medium sized car (s) and/or two wheeler (s) only, as shown in the plan herein. Provided However that beyond Office Hours and/or on Holidays, the Sub-Lessor/Promoter shall be exclusively entitled to allow Car Parking/Two Wheelers Parking spaces to any person or persons as it may deem fit and proper and the Sub Lessee hereby agrees and gives their consent in this regard.
- vi. The Allottee has been made aware that as required by the provisions of Sec 13 of the Act, this Agreement is required to be registered.

**vii. Payment of Annual Rent and Maintenance Charges:** The Sub Lessee shall besides the price of the Office Unit make timely and regular payment of annual rent of Rs. 3/- per sq. ft. on the carpet area of the Unit on or before the 7<sup>th</sup> day of January every year in advance to the Sub Lessor and in case of revision of annual rent by KMDA, the annual rent will be proportionately revised from time to time and also to make timely and regular payment month by month and every month its share of monthly Maintenance Charges as also the rates and taxes and other outgoings as mentioned herein including electricity charges as per meter reading and/or through prepaid electric connection and all other outgoings.

**1.3 NOMINATION;** If prior to execution of the deed of Sub Lease the Allottee(s) nominates his/their booked Office Unit unto and in favor of any other person or persons in his/her/their place and stead, the allottee may do so with the permission of the Promoter. However the first 12(twelve) months from the date of Application/Booking shall be a Lock-in Period during which time the Allottee shall not be permitted to nominate in favor of any third party. At the time of nomination,

the Transferee will be compulsorily required to register the Agreement for transfer/nomination agreement.

The Allottee shall pay a sum calculated @ 2% of the Total Price or the Nomination Price whichever is higher, and applicable taxes, as and by way of nomination fees to the Promoter.. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated/paid by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination.

- 1.4** 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 government or other 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 be applicable on subsequent payments or as per provisions of laws. 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 to the Allottee.
- 1.5** The Allottee(s) shall make the payment as per the payment plan set out in Part I of the **FOURTH SCHEDULE ("Payment Plan")** hereunder written.
- 1.6** The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 6 % (Six per cent) per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter, it is clarified that if prepone payment is allowed, the same shall not entitle the allottee to postpone the payment of later installments.

- 1.7 It is agreed that the Promoter shall not make any additions and alteration in the sanctioned plans, layout plans of Project/Phase I and specifications and the nature of fixtures, fittings and amenities described herein in **Fourth Schedule** in respect of the Office Unit without the previous written consent of the Allottee as per the provision of the Act. Provided that the Promoter may make such minor changes, additions or alterations as may be required as per the provisions of the Act due to some practical problems or some minor planning error or requirement of more parking or for some other minor practical consideration which does not materially affect the Unit in particular but shifting and altering the location of the common facilities and such other changes which are necessary due to architectural and structural reasons duly recommended and verified by the Architect or Engineer, the Promoter is allowed to change and for that the Allottee gives his consent. Provided further that if the Authority competent issues approvals he may on application of the Promoter do so and in that case further consent of allottees shall not be required.
- 1.8 The Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party mentioned in the schedule/annexure to this agreement, unless it results in structural defect. The Association of Allottees shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance / insurance contracts /agreements)and upkeep of all the fixtures, equipment and machinery provided by the Promoter, for which the Promoter shall not be liable after handing over.
- 1.9 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion/occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area which is not more than 3% of the Carpet area of the Office unit, allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed interms of this Agreement.
- 1.10 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Office Unit as mentioned below:

- (i) The Allottee shall have exclusive Lease hold right of the Office unit for the residue period only;
  - (ii) The Allottee shall also have undivided proportionate variable share in 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 **related to the concerned Phase I/Block A** to the Association of Allottees after duly obtaining the completion certificate from the Competent Authority as provided in the Act. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.
  - (iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his office unit as the case may be subject to prior appointment with and consent of the project engineer and complying with all safety measures while visiting the site.
- 1.11** It is made clear by the Promoter and the Allottee agrees that the Office unit along with Open/covered /Mechanical parking (dependent/independent), if allotted, shall be treated as a single indivisible unit for all purposes. It is agreed that the Phase I of the Project is an independent, self-contained Project covering the said Land and is a part of and/or linked/combined with the proposed other Phases on adjacent land for the purpose of integration of infrastructure and facilities for the benefit of the Allottees. It is clarified that Phase I Project's facilities and amenities shall be available for use and enjoyment of the Allottees of the other Phases with further extensions.
- 1.12** The Promoter agrees to pay all outgoings, before handing over the physical possession or deemed possession of the Office Unit to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land tax, ground rent, municipal or other local taxes, charges for water or common electricity, maintenance charges (i.e 3 months from Notice of Possession), 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 /PHASE I**. 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 office unit 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 therefore by such authority or person.

**1.13** The Allottee has paid a sum of Rs..... (Rupees..... Only) as booking amount being part payment towards the Total Price of the Office Unit at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Office Unit as prescribed in the Payment Plan as per Third Schedule 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, without prejudice to the other rights of the Promoter, he shall be liable to pay interest at the rate specified in the Rules which at present is the prime lending rate of the State Bank of India plus two per cent p.a whichever is higher.

## **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 demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque /demand draft or online payment (as applicable) in favour of the Sub Lessor payable at Kolkata. It is agreed and recorded that no cash payment is acceptable by the Promoter from the Allottee.

In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution, SUBJECT HOWEVER the Promoter being assured of timely payment of all amounts being receivable for transfer of the Office unit and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.

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

3.1 The 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 and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to 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 statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be solely liable for all actions 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 office unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only upon receipt of the written confirmation of payer.

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 Office Unit, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any other manner.

5. **TIME IS ESSENCE:-**

(i) **Time is essence for the Promoter as well as the Allottee.** The Promoter shall abide by the time schedule for completing the **Project/PHASE I** as disclosed at the time of registration of the **Project/PHASE I** with the Authority and towards handing over the Office unit to the Allottee and the common areas in the project to the

association of the Allottees after receiving the occupancy certificate or the completion certificate/partial completion or both, as the case may be subject to the same being formed and/or registered as per local law. If the Promoter at any time during the Project execution finds itself in a situation which prevents it from completing the Project within time and/or extended time in

such event the Promoter will have the right to return the money with interest at the prescribed rate which at present is prime lending rate of the State Bank of India plus two per cent p.a.

- (ii) As per provisions of the Said Act and the transaction herein being commercial in nature for the promoter, the promoter shall be making and completing the construction from the amount as may realized from the Allottee, the Allottee shall be bound to make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement and the time for payment shall always be the essence of the agreement.
- (iii) 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 and other incidental expenses of Rs. 1000/- (Rupees One 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 dishonouredcheque.

## 6. CONSTRUCTION OF THE PROJECT

**6.1 The Promoter have decided that the aggregate Ground Coverage/ FAR sanctioned for the entire Complex need not be uniformly utilized in all the different projects/phases and the Promoter may vary the utilization of the sanctioned Ground Coverage /FAR from phase to phase without exceeding the total sanctioned FAR for the entire Complex.**

**6.2** The Promoter has disclosed as proposed above his intention to use more FAR, if permissible to be utilized by him on the Project Land and/or Phase I and Allottee has agreed to acquire the Said Office Unit based on the proposed construction and transfer of Office units to be carried out by the Promoter by utilizing the additional FAR/construction, as permitted or allowed to stand upon payment of fees, penalty, etcby the appropriate authority and on the



understanding that the proposed FAR/additional construction shall belong to the Promoter only.

Subject to the terms herein 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 Act and shall not have an option to make any variation / alteration / modification in this project except as permitted before or after giving possession to the Allottee.

- 6.3** The Allottee has seen the proposed layout plan, and has independently made himself aware about the specifications, amenities and facilities of the Unit and accepted the floor plan, Payment Plan and the specifications, amenities and facilities, and the Allottee is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings. The Promoter shall develop the Project/Phase 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 shall not have an option to make any variation / alteration / modification in such plans except rise in the floors , in the manner provided herein.
- 6.4** The Allottee agrees that the Promoter is entitled to and would be well within their right to undertake any further and/or additional construction in accordance with the plan which may be sanctioned by the concerned authorities mentioned in Clause 6.1 hereinabove without affecting the Office Unit of the allottee.
- 6.5** The Allottee acknowledges that in the event of such changes being undertaken , the Allottee agrees not to claim any abatement in the amount of consideration or any compensation in the event of proportionate reduction in the variable proportionate undivided share in the common parts and portions.
- 6.6** The Promoter has annexed herewith the authenticated Layout Plan for the construction of Buildings and Common Areas of the project and so far as the Allottee's Office unit is concerned undertakes to ultimately abide by the Unit Lay Out Plans as approved by the Local Authority.
- 6.7** The area as mentioned in the floor plan and/or otherwise published is tentative and approximate and except the area of the said Unit and car parking space, if any, hereby agreed to be allotted, the Owner/Vendor and/or the

Developer shall be entitled to make any addition, alteration or make any extension or reduction in the common passage and may allow parking of cars of the resident of the building for which the Allottee shall not be entitled to raise any objection whatsoever.

**7. POSSESSION OF THE OFFICE UNIT:-**

**7.1. Schedule for possession of the said Office unit:**

The Promoter agrees and understands that timely delivery of possession of the Office unit to the Allottee and the Common Areas to the Association of the Allottees, is the essence of the Agreement. Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the Allottee and the Promoter for giving possession of the Office unit on the date mentioned herein and the same shall be in addition to the period of extension given by the Authority for registration. The Promoter, assures to hand over possession of the Office unit by ..... with a grace period of 12 months (Completion date), unless there is a delay or failure, war, flood, drought, fire, cyclone, earthquake or any other calamity or order, rule, notification of the Government and/or other public or competent authority/court and/or caused by nature affecting the regular development of the real estate project or any other reason ("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 Office unit, 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 be under an obligation to refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date and 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, except to refund the amount as aforesaid.

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.

It is further clarified that the right of the Allottee shall remain restricted to the respective Office unit and the areas appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Office unit or space and/or any other portions of the Project.

## **7.2 Procedure for taking Possession-**

- (i) Possession for Fit-Out: In case the Allottee seeks permission for carrying out Fit-Out within his Office unit, he will be permitted to do so only upon payment of the entire consideration and Extras and Deposits as provided herein and also the requisite Stamp Duty and Registration charges payable on registration which shall be kept deposited with the Promoter without any interest. During this time the Allottee will not be entitled to use the Office unit till Occupation /Completion Certificate is received and Deed of Conveyance is executed.
  
- (ii) The Promoter, upon obtaining the occupancy certificate/Completion Certificate/Partial Completion Certificate from the Competent Authority shall offer in writing the possession of the Office unit, to the Allottee in terms of this Agreement to be taken within 02 (two) months from the date of issue of such certificate (Provided that, in the absence of local law, the Sub Lease Deed in favor of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of Occupancy Certificate/Completion Certificate/Partial Completion Certificate as the case may be). However, upon the Promoter giving a written notice, the Promoter shall give and the Allottee shall take possession of the Office unit within 15 (fifteen) days of the written notice (Possession date). 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 agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be after three months from the date of possession date and/or deemed possession whichever is earlier. The Promoter on its behalf shall offer the possession to the Allottee in writing after receiving the completion certificate (notice of possession). The Promoter shall hand over the photocopy of the Completion Certificate of the Project to the Allottee at the time of conveyance of the same.

- iii) At the time of registration of deed of Sub Lease of the common area of the building to the Association of Allottees, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such Sub lease or any document or instrument of transfer in respect of the common area of the said Building.

(iii) **DEEMED POSSESSION**

- a. It is understood by the Allottee that even if the Allottee fails to take possession of the Office unit within the date such possession is offered by the Promoter, the Allottee shall be deemed to have taken possession on the 15<sup>th</sup> day from the date of such notice, for the purposes of payment of all outgoings including maintenance charges for the said office unit and irrespective of the actual date when the Allottee takes physical possession of the Office unit, after clearing all dues, if any.

- b. On and from the Possession Date/Deemed Possession:-

**(i)** The Office unit 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 including GST, if applicable in respect of the Office unit and the Common Areas on and from 3 months from the Deemed Possession date/Possession Date;

**(iii)** The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever irrespective of the fact whether such facilities has been used or not or disconnections for the reasons hereunder, and in the event of any default the Allottee shall be liable to pay interest at the Prime lending rate of SBI plus 2 % p.a. on the due amount and if such default shall continue for a period of two months then and in that event the Allottees shall not be entitled to avail of any of the facilities amenities and utilities provided in the Said Project and the Promoter/Association as the case may be, shall inter alia be entitled to take the following measures and the Allottee hereby consents to the same:

**(a)** To the discontinuance of supply of electricity to the Said Unit

**(b)** To the discontinuance of water supply ;

- (c) not to allow the usage of lifts, either by Allottee , his/her/their members, **employees**, staff and visitors; **etc.**
  - (d) To discontinuance of the facility of DG Power back-up;
  - (e) To discontinuance of the usage of all amenities and facilities provided in the said complex to the said Allottee and/his/her/their guests, staff and visitors. The above said discontinuances of the services and facilities shall not be restored till such time the Allottee have made payment of all the dues together with interest accrued at the aforesaid rate, including all costs, charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Allottee.
- (iv) The Allottee shall pay 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 Office unit shall be borne solely and conclusively by the Allottee, with effect from the Deemed Possession Date. Be it mentioned that the Incidental Charges , Extras and Deposits as per the terms of transfer and provided in this Agreement are mutually fixed and non-negotiable and Allottees will not raise any issues in future in this regard and the Promoters and the Allottee agrees not to dispute the same.
- (v) The Allottee shall pay all other expenses necessary and incidental to the management and maintenance of the Project.
- (vi) **Schedule for possession of the Common Amenities:-** The Promoter assures to hand over possession of the said common amenities in due course. The Allottee herein agrees and confirms that he/she/they shall not be entitled to refuse to take the possession of the said Office unit on the ground of non completion of aforesaid common amenities, if the said Office unit has received the Completion Certificate and the non-completion of the aforesaid common amenities does not affect in his/her material use or occupation of the particular Unit .However if the promoter is not allowed by the Allottee or any person on his/her/its behalf to complete the remaining portion of the work, it shall be deemed to come within force majeure and the Allottee shall be liable to indemnify the Promoter for any losses which the Promoter may suffer for such acts of the Allottee.
- (vii) After 90 days from the date of possession or deemed possession of the Office unit, the Allottee shall be liable to bear and pay the proportionate share (i.e in

proportion to the carpet area/Super Built-up area of the Office unit ) of outgoings in respect of the project land and buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and buildings. The amounts so paid and/or Deposits made on this account to the Promoter shall not carry any interest and such Deposit shall remain with the Promoter and the same shall be handed over to the Association after adjustment of entire dues of the said Allottee under any head.

### **7.3 Failure of Allottee to take the possession of Office unit:**

- (i) Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Office unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as required and/or prescribed in this Agreement, and the Promoter shall give possession of the Office unit 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 interest on amounts due and payable in terms of this agreement, maintenance charges and all other outgoings as mentioned in Clause 7.2 and further holding charge of **Rs. 10/- per sq ft.** on carpet area per month as Guarding Charges for the period of delay in taking physical possession.
- (ii) The Allottee must not fail to take actual possession of the Office unit within a period not more than three months from the date of completion, failing which, without prejudice to such other rights which the Promoter may have, the Allottee shall become liable to pay the Guarding Charges of Rs. 10/- per sq ft. per month and all other losses which the Promoter may have suffered on this account. The Allottee shall be liable to bear and pay and/or contribute all municipal rates, taxes, guarding charges, maintenance and other outgoings proportionately for the Office unit from the date of Possession or the deemed date of possession (i.e after 3 months from Notice of Possession) as the case may be whichever is earlier . Physical possession of the Office unit shall be withheld if all dues are not cleared by the Allottee. In case delivery of physical possession is withheld by the Promoter, the possession of the Office unit will be deemed to have been taken by the Allottees on the deemed date of possession (i.e end of 15 days) from date of the Notice of Possession) for the purpose of payment of all outgoings including maintenance charges besides guarding charges.

- (iii) Until the Society or Limited Company is formed and the common area is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter provisional monthly contribution per month towards outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the common area of the project is transferred in favor of the Society or a limited company as aforesaid. On such transfer of the common area of the project, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid by the Promoter to the Society or association, as the case may be.

**7.4 Possession by the Allottee-** After obtaining the occupancy certificate and handing over physical possession of the Unit to the Allottees, it shall be the responsibility of the Promoter to handover the necessary documents and plans, including common areas of the project to the association of the Allottees 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 may hand over the necessary documents and plans exclusively relating to Phase I including common areas to the Association of persons/Allottees within 30 days after obtaining the completion/partial completion certificate or as per local laws.

**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) where the Allottee proposes to cancel/withdraw from the project without any fault of the promoter, the Allottee shall serve a 90 (ninety) days' notice in writing on the Promoter and on the expiry of the said period, the allotment shall stand cancelled and the promoter shall become entitled to deal with the said Unit and the promoter herein is entitled to forfeit 10% of the consideration, interest and other dues payable and the applicable GST on such cancellation charges. Further in case of a falling market, the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh transfer of the Office unit to another buyer and the Purchase Price of the Allottee if the then Transfer Price is less than the Purchase Price. The difference of the market price shall be deducted besides the 10% and GST as aforesaid and the amount of money paid by the Allottee after the aforesaid deductions shall

be returned by the promoter to the Allottee after selling the Unit to a new Allottee within 45 days of such 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 intention to terminate this Agreement, the Total Price then prevailing for transfer of an Office unit in the Project is not less than the Total Price payable by the Allottee under this Agreement.
- (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 Compensation-**

- i. The Promoter 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 but such liability shall stand ceased with the handing over possession or deemed possession.
- ii. Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Office unit (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available to return the total amount received by him in respect of the Office unit, with interest excluding taxes including GST, on the amount as received by the Promoter on his/its account at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act and for taxes etc. the terms as contained in Clause 7.5 shall be applicable. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest as aforesaid at the rate specified in the Rules for every month of delay, till the handing over of the possession of the



Office unit which shall be paid by the Promoter to the Allottee within forty five days of it becoming due.

- iii. If any part or portion of the scheme of development is discontinued or has to be abandoned due to any operation of law or any order of the Court or any statutory Authority any time then the Allottee(s) affected by such discontinuation or abandonment will have no right of interest and compensation from Promoter. The Promoter will however refund all the money received from the Allottee(s) in the manner mentioned in Clause 7.6.2 hereinabove.
- iv. If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Office units in the Project or Complex then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all losses, damages, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.

## **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

**8.1** The Promoter hereby represents and warrants to the Allottee as follows:-

- (i)** The Promoter has absolute, clear and leasehold right with respect to the said Project, land, the requisite rights to carry out development upon the said project land and absolute, actual, physical and legal possession of the said land for the project.
- (ii)** The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the Project;
- (iii)** There are no encumbrances upon the said land or the project save and except construction loan, if any, availed by the Promoter;
- (iv)** There are no litigations pending before any court of law with respect to the said land, project or the Office unit;
- (v)** All approvals, licenses and permits issued by the competent authorities with respect to the project, said land and Office unit are valid and subsisting and have been obtained by following the 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 Office unit and common areas;

- (vi) The promoter has not entered into any agreement for transfer and/ or development agreement or any other agreement/ arrangement with any person or party with respect to the said Unit which will, in any manner, affect the rights of allottee under this agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from Leasing out the said Office unit to the allottee in any manner contemplated in this Agreement;
- (viii) At the time of execution of the Sub Lease the Promoter shall handover lawful, vacant, peaceful, possession of the Office unit to the Allottee and after formation of the Association, the common areas to the association of the Allottees;
- (ix) The Schedule property is not the subject matter of any Hindu Undivided Family and that no part thereof is owned by any minor and/ or minor has any right, title and claim over the schedule property;
- (x) The promoter has duly paid and shall continue to pay and discharge all governmental dues, rates 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 completion of Project /**Phase** and/or possession of Office unit, with all the specifications has been handed over to the Allottee;
- (xi) No notice from the Government or any 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 promoter in respect of the said land and/ or project;

**8.2** The allottee hereby represents and warrants as follows:-

- a) That before entering into agreement and/or allotment letter, the allottee has received the copy of lay out plan, sanction plan and other documents referred to herein and have independently satisfied himself in all respect.
- b) That the allottee has the financial capacity to make all payments as per payment schedule in time.

- c) That before signing this agreement, the allottee has gone through all the terms and conditions set out herein and understood the mutual rights and obligations under this agreement as well as under the law.

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

**9.1** Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events:

- (i) Promoter fails to provide ready to move possession of the Office unit to the Allottee within the time period specified or fails to complete the Project within the stipulated time disclosed at the time of Registration of the Project with the Authorities. For the purpose of this clause, ready to move in possession' shall mean that the Office unit shall be in a habitable condition which is complete in all respects including the provision of all specifications as agreed to between the parties and for which Completion Certificate 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 Promoters shall correct the situation by completing the construction milestones, if violated/delayed and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the money paid by the Allottee in the manner aforesaid but without deducting/forfeiting any amount along with interest at the rate specified in the rules within 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.

Provided that where an allottee does not intend to withdraw from the project or terminate the agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over the possession of the Office unit which shall be paid by the Promoter to the Allottee within 45 days of its becoming due.

**9.3** The Allottee shall be considered under a condition of default, on the occurrence of any of the following event;-

- i.** The Allottee fails to pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other services connection to the **Block/Phase** in which the Office unit is situated.
- ii.** In case the Allottee fails to make payments for more than 15 days from scheduled date and demands made by the Promoter 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 specified in the Rules.
- iii.** In case of Default by Allottee under the condition listed above continues for a period beyond two months after notice from the promoter in this regard, the promoter may at its sole option may cancel the allotment of the Office unit of the Allottee and the claim of the Allottee shall confined to the amount of money paid to him by the allottee by deducting the booking amount of 10% of total consideration. Provided that the Promoter shall intimate the Allottee about such termination at least 30 days prior to such termination .in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh transfer of the Office unit to another buyer and the Purchase Price of the Allottee if the current Transfer Price is less than the Purchase Price. The ultimate balance amount of money refundable shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such 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.

## **10. DEED, DOCUMENTS AND CONVEYANCE OF THE SAID OFFICE UNIT**

**10.1** The promoter on receipt of total price of the Office unit including the other charges /Expenses and deposits as mentioned in the third schedule under the Agreement from the Allottee, and shall execute a deed of Sub Lease as drafted by the Advocate and transfer/Sub - Lease the Office unit within 3 (three) months from the date of issuance of the Completion certificate.

However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the deed of Sub Lease in his/ her favour till full and final payment of all dues and stamp duty, registration charges and legal expenses to the promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1989 including any action taken or deficiencies/ penalties imposed by the competent authority (ies).

**10.2** It shall be the duty of the allottee to get the market value assessed in respect of the instant agreement and pay the same to the appropriate authority and the Sub Lesser shall make themselves available for registering the documents upon prior appointment, if the Allottee so desires.

**10.3** All deeds and documents in respect of transfer of the Said Property/Unit and/or undivided share of land in favour of the Allottee and/or the Association shall be done by Mr. ArunKumarChowdhary, Advocate of 87/15, Jyotish Roy Road, New Alipore, Kolkata 700 053 on behalf of the parties hereto. All costs, charges, fee of the said Advocate and miscellaneous expenses including stamp duty and registration fee shall be borne, paid and discharged by the Allottee. However the Allottee may at his/ its own cost take opinion from any other Advocate and may make suggestions, which may or may not be accepted by the said Advocate at his sole discretion.

**10.4** The Promoter shall, within three months of formation of the society or Association or Limited Company, as aforesaid cause to be transferred to the Society or Limited Company all the right and the interest of the Sub Lessor in the common areas of the Building in which the said Office unit is situated.

**10.5** The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Office unit without the consent in writing of the Promoter PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered conveyance, the Allottee shall be entitled to let out, grant, lease and

mortgage and/or deal with the Office unit for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against any subsequent Allottees/transferees of the Office unit in case of a transfer, as the said obligations run along with the Office unit for all intents and purposes.

## **11. MAINTENANCE OF THE SAID / PHASE I**

**11.1** The Promoter shall be responsible to provide and maintain essential services in the Project for three months or till the taking over of the maintenance of the project by the association of the allottees whichever is earlier. The cost of such 3 months' maintenance only has been included in the total price of the Office unit.

- (i)** After taking over possession and/or deemed possession and/or after handing over maintenance of the Project to the association, all municipal taxes and other outgoings including maintenance charges payable in respect of the Office unit shall be paid borne and discharged by the Allottee. In case the formation of the Association is delayed beyond the period of 03 months; 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 actual.
- (ii)** 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 of allottees and the cost of maintenance shall be borne by the Promoter and the Allottees, proportionate to the plots / Office units / buildings in their respective occupation.
- (iii)** All other infrastructural facilities, including the equipment like lift, elevator, mechanical, electrical or electronic equipments, etc., shall always be covered by appropriate annual maintenance agreements with the authorized service providers and the costs of such AMC and Insurance shall be part of the maintenance charges payable by the occupants/allottees.

From the end of 03 (three) months from the notice of possession the Allottee shall, irrespective of the fact as to whether such services have been used/availed or not, be liable and pay:

- a. regularly and punctually the proportionate share of maintenance charges;
- b. regularly and punctually make payment of the proportionate share of rates and taxes and other outgoings (hereinafter referred to as 'The Rates and Taxes').
- c. The Allottee shall not withhold payment of the same on any account whatsoever.

**(iv) 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 equipments of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the Office unitowners/allottees 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.

**11.2** In the event of any default in payment of maintenance charges, the Allottee shall be liable for payment of interest at prime lending rate of State Bank of India plus two per cent p.a. on amounts outstanding and if such default shall remain due for any two months, the Promoter or the Association as the case may be, without prejudice to their other rights and contentions shall be entitled to and the Allottee shall be deemed to have consented.

- (a) To the discontinuance of services;
- (b) Prevent usage of the lift by Allottee and all persons claiming through him and the said services shall be restored only upon payment of all the amounts due including for the period of discontinuation, with interest thereon as aforesaid and the Allottee assuring not to make such defaults in future.
- (c) In case the Allottee breaches any of the provisions herein till such time the breach continues the Allottee will not be permitted to use any of the facilities and/or utilities in the project.
- (d) Promoter or the Association shall become entitled to all rents accruing from such Office unit if the Office unit has been let out and/or is under tenancy and/or lease.
- (e) The Allottee shall not, transfer, alienate, assign, and/or encumber nor create any interest of third party nor part with possession of the Office unit or any part or portion thereof till such time all accounts payable are fully paid and/or liquidated with interest as agreed upon and such negative covenant will be enforceable in law.

- (f) In the event of transfer of the Office unit, the Promoter or the Association as the case may be, will have first charge and/or lien over the transfer proceeds for the purpose of realization and/or recovery of arrears together with interest accrued and due thereon.

## 12. DEFECT LIABILITY

- 12.1** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement for transfer 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 through the structural engineer without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees 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.
- 12.2** 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 Office unit, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in hereinabove.
- 12.3** It is clarified that the above said responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Owner or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (vi) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. It is agreed, recorded and clarified that the allottee of flats should also pay maintenance charges for maintenance of the project and its facilities and amenities during the period of first five years and thereafter. In case non-payment of maintenance charges by the allottee and there



being discontinuation of proper maintenance in that event the promoter should not be held as liable as default on its part under this clause.

- 12.4** The Promoter has agreements with all the contractors and suppliers regarding warranty /Guarantee for defects in equipments and Allottee(s) will be required to get the services from them directly for any structural or other defect. The contact details of all of them will be given to the Allottee at the time of possession. Their details will also be available with the Facility Management team/Association. Allottee can get the job done through Facility Management /Association also. In case the above efforts fail the Allottee can get in touch with the Promoter for rectifying the defect.

Notwithstanding anything contrary contained in the above clause the following exclusions are made

- a. Equipment (lifts, generator, motors, transformers, etc.) which carry manufacturer's guarantees for a limited period. Thereafter the association/society shall take annual maintenance contract with the suppliers. The Promoter shall transfer manufacturer's guarantees/warranties to the allottee or association of allottees as the case may be.
- b. Fittings/fixtures related to plumbing, sanitary, electrical, hardware/H.V.A.C ,water proofing/flooring etc. having natural wear and tear.
- c. Allowable structural and other deformations including expansion quotient.
- d. The terms of work like painting etc. which are subject to wear and tear.
- e. The Promoter shall obtain all such insurances, including but not limited to insurance of this Project and the cost of such Insurance till transfer of the Insurance in favor of the Association of Office unit Owners, shall form part of the common expenses proportionate share whereof shall be borne by the Allottees.

Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building and if the annual maintenance contracts are not done /renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the

Vendors/Manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Office units and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the minor hairline cracks on the external and internal walls of the Office Unit/Building (excluding the RCC structure) which happens due to variation in temperature of more than 20\* C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built by the Unit/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

**13. RIGHT TO ENTER THE OFFICE UNIT FOR REPAIRS**

The Promoter/ Maintenance agency/ association of allottees shall have rights of unrestricted access of all Common Areas, garages/ closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/ or maintenance agency to enter into the Office unit 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:- RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF MAINTENANCE CHARGES**

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

**14.2** Certain areas shall be earmarked as Excluded and Reserved areas and shall not be open for common use such as (I) the roof and the parapet walls, (II) the open/covered/stilt/mechanical Parking spaces, terraces specifically allotted to particular the Allottee (III) the elevation (IV) Such other open and covered spaces which is hereinafter expressed or intended not to be a common portion and the rights thereto and also the RESERVED RIGHTS, specifically mentioned herein.The

excluded and reserved areas shall never be claimed by the Allottee to be a part of the Common Portions.

**14.3** The Promoter has at its/his sole discretion the right-

- 14.3.1 To grant the right or facility of open (dependent/independent) /covered(dependent/Independent) / stilt (dependent/Independent) /mechanical parking space at identified or unidentified spaces for parking cars to any person.
- 14.3.2 **Additional Constructions:** The Sub Lessor shall at all times have the right to construct additional floors within the complex on any of the Blocks with right to such additional buildings/floors to use and enjoy the common portions, facilities and amenities of the Complex and the concerned Blocks, provided that necessary sanctions and/or re-sanction from appropriate authorities are obtained therefor either prior to or subsequently after construction upon payment of sanction fee/s and/or regularizing of the same and in this regard the Sub Lessee do hereby give its consent and shall not be entitled to claim compensation or abatement in the Consideration Price because of such construction by the Sub Lessor. The Sub Lessee hereby records and gives their consent to such future construction.
- 14.3.3 **Right of User:** At all times after completion of the Unit and also registration of the Deed of Sub Lease in respect of the Units respectively in favour of the Sub Lessees, the Sub Lessor shall have the unfettered right of usage and movement over all parts of the common/open areas, driveways and passages of the commercial portion / Blocks along with their men, materials, vehicles, servants, agents and licensees.
- 14.3.4 **Right of Passage and usage:** The Sub Lessor shall always have the absolute and unfettered right to grant right of passage through all the common /open areas, driveways and passages of the complex including Commercial block/blocks as also the right of usage of its common portions as well as all its connections including, but not restricted to, drainage, sewerage, water lines, electric and telecommunication cabling to any lands adjacent or otherwise to the premises without any hindrance or obstruction from any of the Sub Lessees provided that any maintenance costs therefor shall be contributed proportionately.
- 14.3.5 **Right of common portion:** The Sub – Lessor shall always have the absolute and unfettered right on all common portions after providing the driveway

and the car parking spaces/ two wheeler parking spaces to the respective Commercial Block or blocks and parking areas for their egress and ingress.

14.3.6 **Right of Signage:** The Unitholders shall be allowed, for the purpose of signage, the space and/or area demarcated by the Sub Lessor only to their respective Units. The Sub Lessor shall solely and exclusively be entitled to all Signage rights outside the Units including in the common areas, corridors, passages, lobbies, exterior facades of the building, on the balcony, parking areas and the open areas of the complex save and to the extent the Sub Lessor may grant the same to any Sub Lessee / Tenant or person and/or persons.

14.3.7 **Right of Health Club:** The Sub Lessor shall own control look after, manage, operate and maintain the Health Club..

- a. The Sub Lessor shall admit the Sub Lessee as member to use and enjoy the Health Club, and the Sub Lessee agrees to abide by the Rules to be framed by the Sub Lessor to govern such membership as also paying the monthly subscription and other charges as may be prescribed by the Sub Lessor.
- b. The number of persons entitled for membership on behalf of the Sub-Lessee/Allottee to use and enjoy, shall be in the proportion to one person for 900 sq. ft. carpet area of the unit and accordingly, the Sub-Lessee/Allottee shall recommend and nominate the person/s to be admitted as member of the Health Club, subject to payment of the prescribed subscription and other charges and abidance to the Rules of membership. However the Sub-Lessee (s)/Allottee (s) may apply for additional membership on such terms and conditions as may be prescribed by the Sub- Lessor/Promoter. The Sub – Lessor at its sole discretion may or may not grant such additional members.
- c. The Sub Lessor shall be entitled to admit outside person or persons, as members of the Health Club and the admission fee, if any, shall be such as be determined by the Sub Lessor exclusively and the Sub Lessor shall be entitled to appropriate the same as it may deem fit and proper.

14.3.8 **Change of names of Complex/Blocks:** The Sub Lessor shall have the absolute right to change or modify the names of the Blocks as also of the Complex.

- 14.3.9 **Plan Modification:** The Sub Lessor shall at all times be entitled to modify the Building Plan at their discretion. The Sub Lessee hereby records and gives their consent to such future plan modifications (if any).
- 14.3.10 To set or permit the setting up of balcony gardens, cooling plants, V-Sat, Dish or other antennas etc. at or otherwise used or permitted to be used the top balcony of the building Blocks or any part thereof or the parapet walls or any constructions thereon or any part thereof for any Projections, signboards, glow sign, placard, advertisement, publicity Act thereat and to use, enjoy, hold, grant, transfer or otherwise part with the same with or without any construction and in any manner.
- 14.3.11 To develop and utilize the open space or spaces surrounding the building or otherwise at the said entire project land and the Promoter shall have the full free unfettered and exclusive right to make at any time any new or further construction fully and in all manner as permissible under the law and in such a situation the proportionate share of the Allottee in the land and/or in the common areas or facilities shall stand varied accordingly. The Allottees shall be deemed to have given his/their consent to such construction by Promoter.
- 14.3.12 To establish and grant any facilities thereat or there from to one or more occupants of the Building.
- 14.3.13 To grant to any person the exclusive right to park his car or scooter or any other two wheeler or otherwise use and enjoy for any other purpose the open spaces of the Building or premises and also the open / covered / stilt / mechanical spaces in the Block (including car parking spaces (Dependent/Independent) but not the one expressly provided for to the Allottee).
- 14.3.14 The Promoter will have the liberty to change/shift the direction/location of infrastructure services which may be installed/provided.

**15 GENERAL COMPLIANCE WITH RESPECT TO THE OFFICE UNIT:**

- 15.1 The Allottee shall, after taking possession, be solely responsible to maintain the office unit 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 office unit, 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 addition to the office unit and keep the office unit, 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 materials etc. on the face façade of the building or anywhere on the exterior of the project, building therein or common areas. The Allottee 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 office unit or place any heavy material in the common passage or the staircase of the building. The Allottee shall not remove any wall including the outer and load bearing wall of the office unit.

**15.3 Office unit/Unit user Rules, Regulations and conditions:-**

- a. That the allottee shall observe and follow common rules and adhere to mutual rights as mentioned in the Sixth schedule hereunder written besides the following.
- b. That the Sub Lessee/Allottee shall not cause any obstruction or interruption in the construction of the Said Building or any part of the Said Building or any other parts of the Said Land and / or the other phases of the Land nor shall claim any right whatsoever on or over the neighboring or adjacent flat/unit/ or any other area in the said building and/or the said land.
- c. The Promoter shall be entitled to make any additional or further construction on the balcony or any other portion of the Land and Premises (excluding the area of the unit hereby sold) irrespective of the fact that during such construction there may be some inconvenience and disruption of the common services and may sell assign transfer or deal with the same as they may deem fit and proper and realise and appropriate the transfer proceeds or other consideration therefor and the Allottee shall not be entitled to raise any objection and doth hereby give consent for the same.
- d. In case by the time the said unit is separately mutated in the name of the Allottee, the Promoter shall not be obliged to take further consent for such additional construction and/or sanction and/or regularization.

- e. In the event of any additional construction is made as aforesaid, the undivided variable impartible proportionate share in the common areas of the Allottee shall stand varied and reduced to such extent but the Allottee shall not be entitled to claim any damages, consideration, compensation or any amount for such reduction in undivided proportionate share in land.
- f. The Owner/Occupier/Allottee of the said additional constructed area shall be entitled to become the member of the Association upon its formation and enjoy all existing common facilities and services as will be enjoyed by all other Allottee of the building and similarly shall be liable to pay proportionate maintenance charges to the Developer and/or the Association.
- g. That the Sub Lessor's Architect shall have absolute authority to ascertain and determine as to the quality or specification of the materials to be used in the said building and the Allottee hereby consents to the same.
- h. That after the said building is completed and the possession of the unit is taken over by the Allottee, the Allottee shall not be entitled to dispute in any way or claim any amount on account of any bad workmanship or inferior quality of the materials used in the said building nor on account of any constructional defects in the said building or in the said unit.
- i. That the Allottee shall observe all the rules regulations by Laws framed from time to time by the Promoter and/or Holding Organization for common purposes.
- j. That the Allottee shall pay all costs incurred by the Association/ promoter for complying with the statutory requirements in respect of the said building and all other statutory dues payable in respect of the said building and the land and all litigation expenses incurred for the common purposes.
- k. That the Allottee shall make all deposits and shall pay all expenses incurred for electricity and other utilities consumed in at the said unit.
- l. That the Allottee shall make the said payments and/or deposits within the period of 7 day of the month for which the same shall become due in case of monthly payment and otherwise within 7 days of the Developer's and/or the Holding Organization's demand.
- m. That all rates and taxes of whatsoever nature levied on the said unit shall be borne, paid and discharged by the Allottee and until the said unit is separately assessed the

Allottee shall pay the proportionate rates and taxes of whatsoever nature under any Act to the Promoter/Association Developer who shall pay the same to the concerned authorities.

- n. That after the delivery of possession or deemed possession of the said unit by promoter to the Allottee, if any addition or alteration or changes is required to be done relating to the said building at the instance of the Government, Municipality or any other public or statutory authority or the architect or the company and/or holding organization and/or society the same shall be carried out by the Allottee at his/her/its own cost in co-operation with the other occupiers. The Allottee shall at his/her/its own cost, maintain the said unit in good condition, state and order and shall abide by all rules and regulations and bye-laws of the Government, Municipality and/or other authorities and local bodies including those as may be framed by the Developer and/or the Association/Holding Organization and/or Society.
  
- o. The demarcated green strip space on the terrace area, if any, shall be maintained by the Holding Organization for keeping and maintaining similarity in the outer/exterior elevation of the building.
  
- p. That the Allottee shall not:**
  - i. Change the nature and character of the said unit by shifting or demolishing the interior walls, kitchen bath and privy.
  - ii. Use the said unit in such manner or commit any act which may in any manner cause nuisance or annoyance to the other Buyers and/or owners and/or occupiers of the units in the said building and/or the neighboring properties.
  - iii. Use the said unit or permit the same to be used for any purpose other than the purpose for which the same is meant and has been sanctioned by the Corporation and/or other authorities.
  - iv. Allow the storage of any goods, articles or things in the staircase lobbies or other common parts of the said building or any portion thereof
  - v. Shift or cause to be shifted any window and shall not open any new/additional windows without the consent in writing of the Owner/Vendor and/or the Developer.



- vi. Bring or keep or store any inflammable or combustible goods, articles and things in or upon the said unit.
  - vii. Decorate the exterior of the said unit otherwise than in the manner the said unit will be delivered.
  - viii. Display or put up any neon sign or other sign board on the outer walls of the said unit or any part of the said building without the consent of the Sub-Lessor/Promoter / Association in writing.
  - ix. Prevent or obstruct the Sub- Lessor/Promoter from erecting hoarding or other boards on the outer walls or balcony of the said building.
  - x. Throw or accumulate or permit the throwing or accumulating of any dirt rubbish or other refuses in the said unit or in any portion of the said building.
  - xi. Claim partition or sub-division of the common parts of the said premises and/or the said building.
  - xii. Carry on any obnoxious, nuisance, offensive, illegal or immoral trade or activities in the said unit or in any portion of the said building including the common parts.
  - xiii. Use and permit the said unit to be used for any Hotel, Nursing Home, Brothel, Manufacturing or Processing Work, Hobby Center or Guest House or coaching centre.
  - xiv. Paint on the outer grills, windows, doors and verandah with any other color except the color as recommended by the Promoter to have a better look in the entire building and premises.
  - xv. Change the design or look of grills and windows in the said unit.
- q.** In case the Allottee has been provided with the amenities to use car parking space, the Allottee doth hereby agrees and covenants as follows:
- i. That the Allottee shall not be entitled to make any construction of any nature whatsoever in and around the said car parking space.

- ii. That the said car parking space shall always be used only for the purpose of parking a car of the Allottee and/or employees alone and not for any other purposes whatsoever.
- iii. That the Allottee shall not be entitled to cover and/or make any temporary or permanent boundary wall around the said car parking space and the Allottee shall have to allow free ingress and egress to the persons who have been allotted and/or given car parking spaces around the said car parking space.
- iv. That the Sub Lessee/Allottee shall not be entitled to let out or transfer the said car parking space to any outsider except to the Unit holder of the same building.

**16 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES**

The Allottee is entering into this agreement for the allotment of an Office unit with the knowledge of all laws, rules, regulations, notifications applicable to the project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Office unit, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Office unit at his/her own cost.

**17 ADDITIONAL CONSTRUCTIONS:-**

The Promoter undertake 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 this agreement and the Act.

**18 MORTGAGE OR CHARGE:-**

**18.1** The Promoter agrees that he shall not mortgage or create a charge on the Office unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Office unit.

**18.2** Notwithstanding anything contrary contained in this Agreement, the Promoter has obtained loan and/or cash/credit facility and shall continue to raise finance/loan from any institution / company / bank by any mode or manner by way of charge / mortgage / securitization of the Office unit /

Project / Building or the land underneath or the receivables, subject to the condition that the Office unit shall be made free from all encumbrances at the time of execution of Transfer Deed in favour of the Allottee(s). The allottee shall be informed about the same at the time of agreement.

## **19 ASSOCIATION/MAINTENANCE/TAX SHARE**

19.1 That the Allottee shall be bound and do hereby undertake to be and become a member of the Association/Holding Organization/Company to be formed as herein contained for the purpose of maintenance of the building.

19.2 The Sub- Lessor/Promoter shall handover all common parts, portions and amenities exclusively in respect of Phase I as mentioned in Part II of the First Schedule to the Holding Organisation who may nominate and/or appoint Facility Management Company (FMC) for all or part of the services for maintenance, and the said Facility Management Company or Holding Organisation shall realize maintenance charges for the same and also proportionate maintenance charges for the services common between the phases I, II, III and/or for common services between concerned Phases, the proportionate amount shall be paid to the FMC / Sub- Lessor/Promoter for rendering common services between the various phases. It is clarified that some of the complex common portions/ facilities shall be exclusively maintained and controlled by the maintenance agency and/or occupiers of phase -III, as the case may be, and who shall be liable to provide the same to the occupants of other Blocks /Phases Son payment of proportionate maintenance charges for such complex common portions/ facilities as may be decided by such maintenance agency and/or occupiers of Phase -III providing such services, either by raising such bills for proportionate maintenance charges directly on the Sub Lessee or on the basis of bills raised on the Holding Organization. The Sub Lessee hereby agrees to pay such proportionate charges without any protest. Such payment shall not waive off the obligation of the Sub Lessee to pay maintenance charges to the Holding Organization in accordance to the terms and conditions enumerated herein.

**19.3 Rules for common enjoyment:** The Sub Lessee shall observe the common rules for common enjoyment as mentioned in clause 15, which may be altered or modified as the Promoter/H.O. may decide and shall be binding on the Sub-Lessee/Allottee.

**19.4 Costs of maintenance:** The Sub Lessee shall bear and pay the costs and expenses for the operation, management, maintenance, repairs, replacements and/or renovation of the common portions and the applicable Goods and Service Tax, if

any, and the same to be calculated at the rate to be determined by the Sub Lessor or the Holding Organization, as the case may be, on the super built up area and the same shall for all intents and purposes be deemed to be the reasonable maintenance charges.

**19.5 Payment:** Payment of the Monthly Maintenance charges will be made in advance on or before the 7<sup>th</sup> day of each and every month for which the same shall be payable. The initial amount of the same will be provisionally assessed by the Sub Lessor and be paid to the Sub Lessor till such time the Holding Organization is formed and the management and control of the common portions exclusively for the Commercial Blocks, is handed over to the Holding Organization. by the Sub Lessor for maintenance. The maintenance charges will become payable on and from the Possession Date.

**19.6 Rates and Taxes:** All rates, taxes and impositions on the Commercial Block or blocks as from the Possession Date until the same are separately assessed shall be proportionately borne and paid by the Sub Lessee (the "Tax Share") on a monthly or such periodical basis and according to such estimates as may be decided by the Sub Lessor or the Holding Organization. as the case may be.

**19.7 Maintenance Charges and Tax Shares:** While the payment of the Maintenance charges shall be in discharge of the liabilities of the Allottee on account of maintenance, the Tax Share shall be towards discharge of share of the property tax of the Sub Lessee.

**19.8 Handing over to the Holding Organisation:** After the formation of the Holding Organization and also handing over of the management and control of the Commercial Blocks Common Portions/ Facilities and also the entirety of the Deposits to the Holding Organization, who shall thereafter hold the same in trust for the Allottee. However, the Promoter shall be entitled to adjust all outstanding receivables including maintenance dues from the Sub Lessee, from the Deposit made by such Sub Lessee.

**19.9** That the Sub Lessor and/or the said Association as may be nominated or formed for the purpose of maintenance shall maintain the common parts, portions, areas and facilities as mentioned herein and shall provide the easement and facilities on payment of the maintenance charges and other charges on account of common expenses as may be decided by the Owner/Vendor and/or the Developer or the said Association/Maintenance Authority from time to time and the Allottee shall

irrespective of the fact that whether he/she/it has enjoyed the said facilities or not, pay to the Owner/Vendor and/or the Developer or the said Association/Holding Organization all maintenance charges and other deposits as may be decided by the said **Promoter** Association without any objection whatsoever.

**Common Expenses shall include:-**

- a. The expenses for maintenance, operating, white washing, painting, repairing, changing or replacing or shifting, redecorating, cleaning and lighting all the common portions including lift, generator, if any, common bath rooms, the outer walls of the building, parking spaces, boundary walls, stair case, balcony, main gate and all other spaces for common use.
- b. The expenses for maintenance, cleaning, changing replacing and/or shifting all types of pipes connections and other services under the building to be used for common purposes.
- c. The expenses for supplying, providing purchasing, maintaining, renewing, replacing, repairing and keeping in good and serviceable order and condition all appurtenances fixtures and fittings, bins, receptacles, tools, appliances, materials and other things which the Association may deem desirable or necessary for the maintenance upkeep or cleanliness of the building.
- d. The cost of running generator, if any, and its repairing and replacement of the parts or complete replacement as may be required from time to time.
- e. The cost of periodically inspecting, servicing, maintaining and insuring (save in so far as insured under other provisions hereto) the lift, lift shaft, stand by generator, if any, electrical and mechanical equipments and other apparatus, plants and machinery in the building.
- f. The cost of supply of electricity, oil and/or fuels for all purposes in connection with the common parts and the provisions of services referred to herein.
- g. The cost of employing such staff as durwans, sweepers and other staffs on pay roll or on contract basis as the Association may in its absolute discretion deem necessary for the performance of the duties and services in and about the building. The said duties and services and all other incidental expenditure in relation to such employment (including but without limiting the generality of such provisions), the payment of the statutory and such other insurance health pension welfare and other

payments contribution taxes and premiums and the cost of entering into any contract for carrying out of all or any of the said duties and services that the Owners/Vendors/Association may at its absolute discretion deem desirable or necessary and the provisions of uniform working clothes tools appliances cleaning and other materials and equipments for the proper performance of their duties and for the general management security maintenance and cleanliness of the building and all parts thereof.

- h. The cost of maintaining corridors, common lights and its electricity consumption charges.
- i. All rates, charges, assessments, impositions and other outgoings payable by the Association in respect of all parts of the building not exclusively or ordinarily occupied by the Allottee or any person claiming through including residential accommodation for caretakers, engineers and other staff employed in connection with the building and any water rates and taxes paid by the Association in respect of the said building.
- j. All costs incurred by the **Promoter**/Association for complying with the statutory requirements in respect of the building and all other statutory dues payable in respect of the said building and the land and all litigation expenses incurred for the common purposes.
- k. All or any other expenses incurred by the Association and/or the Owners/Vendors for services provided by the Association and/or the Owners/Vendors from time to time and at all times for common purposes and not expressly mentioned herein.
- l. All other expenses for maintaining, repairing, changing, replacing, shifting redecorating cleaning, protecting the building/project etc. as may be incurred by the Association for common parts portions and facilities.
- m. All premium/charges and expenses for insurance of land, building and other common parts and equipments including generator etc. (if any).
- n. The internal security of the Office unit shall always be the sole responsibility of the respective Allottee(s). Further the Allottee shall also strictly observe the **FIRE SAFETY RULES** and the **MAINTENANCE RULES** hereto subject to further additions and modifications from time to time.

**19.10** On completion of the Construction **concerned PHASE** , a notice will be given to the Association to take Handover within 90 days. If the handover is not taken by

the allottees within this period, the Promoter will charge Supervision Charges @ Rs 0.50 P per sq. ft. per month or 15% of the CAM expenses as fees, whichever is less, from the allottees from the expiry of 90 days till the period handover is taken by the Allottees /Association. If the Association does not take hand over of the common purposes even after 180 days from the date of Notice in such event the Promoter shall no longer be liable or responsible inter alia for the Common purposes and any of the obligations pertaining to the same, which shall be deemed to stand vested in the Association on and from such date but so long as the Promoter continues to provide the services it will be entitled to the supervision charge at the rate aforesaid.

**19.11** In no event the Allottees shall be entitled to make any other Association, Body or Organization save as stated above.

**19.12** The Allottees, the Office Bearers of the Associations and the Office Bearers of the Maintenance Body shall have to sign and execute all papers, documents, declarations and applications for the purpose of formation and to do all necessary acts deeds and things.

**19.13** Without prejudice to the above, the Association may appoint a Maintenance In-Charge or a professional Facility Management Company (FMC) for the purpose of maintenance of the Project or any part or portion thereof and for taking the responsibility of:-

- a. Controlling and/or remain in control of the common parts and portions of the project or any part/s or portion/s thereof;
- b. Rendition of common services;
- c. To receive realize and collect the maintenance charges including GST;
- d. To remain responsible for such other functions as may be necessary;

**19.14** The employees employed on the Project shall upon handing over of the Common purposes to the Association, be absorbed by the Association. The employment, termination and fixation of scale of payment of all the permanent employees of the project.e.g watchmen, security staff, liftmen, accountant, clerks shall be decided and finalized by the Association and the Allottees shall not be entitled to raise any objection thereto and shall be deemed to have consented to the same.

Notwithstanding anything contained herein for the purpose of handing over to Association the Promoter shall follow the local Act and as per the said law, Project handover will be done on receiving Completion Certificate of entire Project and not on partial CC of portion of the project.

**20 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 days from the date of the receipt by the Allottee and secondly, appears for registration of the same before the concerned District/Additional District Sub-Registrar, Alipore / Additional Registrar of Assurances I, Kolkata as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this agreement within 30 days from the date of its receipt by the Allottee and/or appear before the Concerned Registration office 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 days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and the provision of cancellation shall be followed.

**21 ENTIRE AGREEMENT:-**

This Agreement, along with the 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, implied or oral, if any, between the Parties in regard to the said Office unit, as the case may be.

**22 RIGHT TO AMEND:-**

This Agreement may only be amended through written consent of all the Parties to this agreement and the same shall be binding upon the parties even if the said amendment is registered or not.

**23 PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTEE/ 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 Project/**PHASE** shall equally be applicable to and enforceable against all subsequent Allotees of the Office unit, in case of a transfer, as the said obligations go along with the Office unit for all intents and purpose.

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



24.1 The Promoter may, at its sole option and discretions, 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.

24.2 Failure on the part of the Promoter 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 provisions.

25 **SEVERABILITY:-**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made hereunder 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.

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

Wherever in this Agreement it is stipulated that the Allottees has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area / the built up area of the Office unit bears to the total carpet area / the built up area of all the Office units in the project.

27 **FURTHER ASSURANCES:-**

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

28 **PLACE OF EXECUION:-**

The execution of this agreement shall be complete 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 Kolkata 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 Additional District Sub- Registrar/ District Sub Registrar as the case may be. Hence this Agreement shall be deemed to have been executed at Kolkata.

29 **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:

**For Sub Lessor /Promoter**

i) Name of the Developer:- M/s. Pasari Multiprojects Pvt. Ltd.

Address of the Developer :- 35, Ballygunge Park, Kolkata – 700 019

ii) **For Allottee**

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

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.

30 **JOINT ALLOTTEES:-**

That in case there are Joint Allottees all communications shall be sent by the Promoter to any of the Allottees and at the address given by him/ her which shall for all intents and purposes to consider as properly served on all the Allottees and all the joint allottees shall be jointly and severally liable to comply with the terms and conditions of the agreement.

31 **SAVINGS:-**

Any Expression of Interest, the Booking letter, agreement or any other document signed by the Allottee contrary to this agreement, in respect of the Office unit prior to the execution and registration of this Agreement for Transfer for such Office unit shall be deemed to have been modified and this Agreement for Transfer and amended terms as herein and the provisions of the Act or the Rules or the Regulations made thereunder shall apply.

32 **GOVERNING LAW:-**

That the rights and obligations of the parties under or arising out of this agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33 **DISPUTE RESOLUTION:-**

33.1 All disputes and differences by and between the parties hereto in any way relating to or connected with the said unit and/or the said building and/or services and facilities and/or this Agreement and/or anything done in pursuance thereof shall be referred for arbitration to Mr. Arun Kumar Chowdhary, Advocate of 87/15, Jyotish Roy Road, New Alipore, Kolkata 700 053 to be adjudicated in accordance with the Arbitration & Conciliation Act, 1996. The Arbitrator shall have the right to proceed summarily and to make interim award. The award, as may be passed, shall be final, conclusive and binding on the parties hereto.

33.2 That none of the parties hereto shall be entitled to initiate any legal proceeding including before any authority or Court and/or pray for appointment of Receiver unless the dispute is referred to the Arbitration.

34 **JURISDICTION:-**

That the High Court at Kolkata and the courts subordinate thereto alone shall have jurisdiction to entertain, try and determine all disputes between the parties hereto arising out of these presents.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(PART I)**

**(THE SAID PREMISES)**

**ALL THAT** the piece or parcel of land measuring an area of 134.05 Cottahs (8966.55 SQ.M) a little more or less situate living at and comprised in part of R. S. Dag No. 520, 585 and 591 of Mouza Nonadanga, J. L. No. 11, being KMDA Plot No. IND-8, Municipal Premises No. 789, Anandapur, Kolkata 700107, being part of the East Kolkata Area Development Project of the Authority Police Station Tiljala (Now Anandapur), Ward No. 107, District South 24 Parganas butted and bounded by: -

- On the North** : By Plot No. IND-8/1;
- On the East** : By portion of Plot No. IND-7/1 and IND-8;
- On the South** : By portion of Plot No. IND-7A & IND-7/1 and 10.1 mrt. wide Road;
- On the West** : By 24.1 meter (79 ft.) wide Road.

**(Part II)**

**Block A (Phase - I)**

All that the piece and parcel of the land measuring an area 1120.5 Sq mtrs.being 16.75 Cottahs a little or more less being portion of premises no. 789, Anandapur, Kolkata – 700017, within Ward No. 107 of the Kolkata Municipal Corporation,, District South 24 Parganas as per plan annexed and bordered with colors Brown.

**Part ( III)**

**Block B (Phase -II)**

All that the piece and parcel of land measuring an area of 350.50 sq. m being 5.24 Cottahs a little or more less being portion of premises no. 789, Anandapur, Kolkata – 700017, within Ward no. 107 of the Kolkata Municipal Corporation, District South 24 Parganas as per plan annexed and bordered with colors Purple.

**(Part IV)**

**(Block C Phase III)**

All that the piece and parcel of land measuring 4084.02 sq. m being 61.05 Cottahs a little more or less being portion of premises no. 789, Anandapur, Kolkata – 700017, within Ward no. 107 of the Kolkata Municipal Corporation,, District South 24 Parganas as per plan annexed and bordered with colors Blue.

**(Part - V)**

**Reserved Portion (Food Plaza)**

All that piece and parcel of land measuring 502.64sq.m being 7.51Cottahs a little more and less being portion of premises no. 789, Anandapur, Kolkata – 700017, within Ward no. 107 of the Kolkata Municipal Corporation,, District South 24 Parganas as per plan annexed and bordered with colors Yellow.

**PART - VI**

**(COMMON LAND AREA)**

All that the piece and parcel of the land measuring an area 2906 sq mtrs. being 43.5 Cottahs a little or more less being portion of premises no. 789, Anandapur, Kolkata – 700017, within Ward No. 107 of the Kolkata Municipal Corporation,, District South 24 Parganas as per plan annexed and bordered with colors Green.

**THE SECOND SCHEDULE ABOVE REFERRED TO****(THE SAID Unit)**

- 1 **Unit No.** .....on the ..... Floor of **Block A having** Carpet area of .....square feet, **Built up Area of** ..... square feet, and **adjacent Terrace** .....square feet (Super Built Up Area of.....**square feet**)as shown and delineated in the map or plan marked “**A**” annexed hereto.
- 2 Right to park NIL car in the Open Parking Space (the “Ground Floor”).
- 3 Right to Park NILcar in the Covered Parking Space (“Lower/Upper Basement”).
- 4 Right to park .... (**.....**) car in mechanical car parking space being no. ....,.....,..... and ....., on the upper basement shown in the plan marked “**B**” annexed hereto.
- 5 Right to park **NIL** Two Wheeler, on the upper basement.
- 6 Right to use the Common Portions of the concerned block.

**THE THIRD SCHEDULE ABOVE REFERRED TO****(COMMON PARTS AND FACILITIES)****Part-1****(Block A (Phase I) Common Portions/Facilities)**

1. Overhead water reservoir and the distribution pipes of the Block ‘A’.
2. Fire Fighting and protection system independently for Block A which includes fire reservoir pumps and all systems including fire refuge.
3. The entrance lobby and the lobbies on each of its floors and the staircase from the ground floor up to the top floor and also to the basement of the Block A.
4. The lifts and the equipments in connection with installations and running of the lifts, including the wells in each floor and rooms of the Block ‘A’.
5. Electrical wiring and fittings and fixtures for lightings the staircase lobby, the common portions for operating the lift and from the ground floor to all the Units of the Block A.
6. The ventilation shaft, ducts, wells at each floor and ground floor of the Block A.
7. Generator and space required for installing the same of the Block A.
8. Water filter plant and space.
9. Water pumps, underground water reservoir and distribution pipes.

10. Out of the Total common land area/driveway of the complex, the occupants of Block A shall have the right to use only upon the driveway as shown in colour ..... in the map/plan annexed hereto along with occupant of other Block/Phases and not upon, the remaining portion of the driveway land.

**Part-II**

**(Complex Common Portions/Facilities)**

1. High Tension /I.T. Sub Station Room, Meter room.
2. Sewerage Treatment Plant.
3. Such other equipments, machinery or facilities as be required for the Complex.
4. Shades and other constructions and services which are common in between the Blocks
5. Driveways / spaces in the ground floor and basement excluding area meant or intended for parking of cars and for other purpose subject to Reserved Rights of the Sub- Lessor/Promoter.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(TOTAL PRICE INCLUDING EXTRA CHARGES & DEPOSITS)**

SL No.	Particulars	Amount (Rupees INR)
1.	Office/Unit No.	
2.	Floor	
3.	Total Area	
4.	Rate per Sq. Ft.	
5.	Office/Unit Cost	
6.	GST on Unit/Office	
7.	Open/Covered/mechanical Parking	
8.	GST on Open /Covered/Mechanical Parking	
9.	Extras, & Deposits, Charges	
10.	Maintenance charges for 3 months	
	Total	

**(PAYMENT SCHEDULE)**

<b><u>Particulars</u></b>	<b><u>Amount (Rs.)</u></b>	<b><u>GST</u></b>
a) On booking		(10%)
b) On or before _____		(15%)
c) On or before _____		(10%)

d)	On or before _____	(7.5%)
e)	On or before _____	(7.5%)
f)	On or before _____	(7.5%)
g)	On or before _____	(5%)
h)	On or before _____	(5%)
i)	On or before _____	(5%)
j)	On or before _____	(5%)
k)	On or before _____	(7.5%)
l)	On or before _____	(10%)
m)	Within Seven days of receipt of notice for possession of the concerned unit	(05%)

**TOTAL**

**Note:-**Goods and Service Tax as may be applicable from time to time shall be paid by the Allottee. Any variation in the rate of Goods and Service Tax, at the time of actual payment, will be borne and paid by the Allottee and the Allottee(s) shall not be entitled to claim benefit of the credit received by the Vendor and/or the Developer under GST Act under any of the agreements.

**THE FOURTH SCHEDULE ABOVE REFERRED TO****(Specifications of Construction)**

The tentative specification of the Segment is as given in **SCHEDULE** below. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Builder shall ensure that quality of the substituted materials or specifications is equivalent to the materials and specifications as set out in the **SCHEDULE**.

**1. FOUNDATION**

RC foundation resting on cast – in – situ reinforced concrete bored piles complying with IS-2911

**2. SUPERSTRUCTURE**

Reinforced concrete framed structure using minimum M 30 grade concrete complying with IS- 456 AND Fe steel reinforcement complying with IS- 1786 Diagonal steel bracing with steel vierendeel girder has provided for supporting the cantilever slab projection and making the structure more stable to resist earthquake and wind forces.

**3. FLOOR TO FLOOR HEIGHT**

3.825 meters

#### 4. FLOOR

##### i. Office space and retail:

Bare Reinforced Concrete Column (RCC) floor

##### ii. Common areas:

Staircases including landings and corridors at car park level, and typical floors  
stone/marble/ tiles finished

##### iii. Lift lobby:

Homogeneous tile/ compressed marble/ granite with matching skirting with or without  
inlay works at designated areas

##### iv. Other common areas:

Screed concrete

#### 5. WINDOWS/FAÇADE

Combination of double glazed curtain wall/ structural

#### 6. DOORS

##### a. Offices:

Bare

##### b. Staircases areas:

Will be provided with fire control doors

##### c. Toilets:

Sal wood/ certified wood door frame with 35mm thick flush shutters

#### 7. PLUMBING AND WATER MANAGEMENT

##### a. Plumbing system:

Gravity flow system for water distribution with Galvanised Iron (GI)/Chlorinated  
Polyvinyl Chloride (CPVC) pipes

##### b. Soil, waste, vent pipe and sewerage system:

- Two pipe system as per IS code for soil and waste pipes above ground
- Internal waste pipes from appliances are of CPVC pipes. All internal/verticals in shafts waste/soil pipes are of spun cast iron/ Unplasticised Polyvinyl Chloride (UPVC) pipes as per IS code
- Sewer lines are to be connected to a centralized Sewerage Treatment (ST) plant with an overflow if any excess to main city sewer lines



- External sewer lines are of UPVC pipes as per IS code for underground application.

**c. Rainwater harvesting:**

The storm water collected from the open areas around the buildings will be used to recharge the ground water by providing a network of rainwater recharge pits at suitable intervals. Rainwater harvesting system proposed for the Complex by dispersion trenches etc., as per landscaping layout. This will help to recharge the aquifers.

**d. STP:**

One centralized captive sewage treatment plant to treat sewage generated. The sewage treatment plant design based on advanced technology shall be compact type housed in enclosed area. The STP will function on primary, secondary and tertiary treatment process. The tertiary treated water shall be used for flushing in the EWC, Heating Ventilation and Air Conditioning (HVAC) and cooling blocks.

**8. TOILET FINISH AND FIXTURES**

Office toilets will be finished along with its fixtures.

**9. ELECTRICAL INSTALLATION**

**a. Office space (Electrification):**

Each office will be provided with electrical distribution point at a particular location.

**b. Office space (Telecommunication):**

5 pair of telephone cable for every 2,000 sq. ft. of built up area will be provided for offices and terminated in telephone tag block located in each floor within the shaft or in the basement.

**c. Toilet and common areas:**

Concealed electrical wiring with Fire Retardant Low Smoke (FRLS) electrolytic copper conductors and light fixtures

**10. LIGHTNING PROTECTION AND EARTHING**

- Lightning protection: In compliance with IS code
- Dedicated, separated, low impedance (<1 ohm) clean earth system would be connected to main building earthing.
- Requisite earthing strips for dedicated earthing will be provided in each rising main shafts with tap off provision at each floor(distribution by tenants)

**11. WATER PROOFING**

Water proofing to floors of toilet, planter boxes, terraces and balcony

## 12. DRIVEWAY

- Reinforced concrete slab with hardener to fire tender access, car park, car park ramp/ driveway
- Stone and/or paver block and /or bituminous compound
- Greeneries at designated places around driveway

## 13. AIR CONDITIONING

Each office shall have its dedicated space for variable refrigerant volume (VRV) condenser, the user will at his own cost install the same which should satisfy the green building gold rated standard. The Sub- Lessor/Promoter will provide copper insulated piping from the units to the office tapping point.

## 14. FIRE SUPPRESSION AND DETECTION

### a. Fire protection strategy:

Fire protection system as per standard norms of the Department of Fire & Emergency Services, Govt. of West Bengal:

- The system will be backed up with a centralized fire water tank with pump room, hydrant and sprinkler mains;
- Individual wet risers for each system through dedicated fire shafts till the terrace with valves at each floor for tap off landing hydrants on all floors;
- Adjacent fire escape staircase with necessary accessories;
- Sprinkler system for offices will be designed for only below false ceiling as per standard norm with floor control valves. Distribution with flexible connector piece as per interior fit out layout shall be in Sub- Lessee's/Allottee's scope. Any sprinkler requirement above false ceiling shall also be in Sub-Lessee's/Allottee's scope.

### b. Fire fighting pumps:

- Individual electrical motor driven pumps for hydrant and sprinkler system;
- Diesel engine driven common stand by pump for both the pumps;
- Electrical motor driven common jockey pump for both systems, electrical motor driven booster pump;
- A common compartmentalized control panel for all pumps at the pump room to operate pumps automatically.

### c. Internal fire hydrant system:

Wet risers with landing valves with hose reel on all floors adjacent to staircase

**d. External fire hydrant system:**

External yard hydrant with hose cabinet located at strategic locations

**f. Addressable fire detection and alarm system:**

- Addressable fire detection and alarm system with fire detection and control panel and multi sensor type smoke detectors for common areas only(smoke/ heat detectors in office areas shall be in the scope of interior fit out)

**g. Manual call points and hooters:**

- Manual call points and hooters at strategic locations for easy access and audibility
- The points are integrated with the control panel centrally located

**h. Public address system:**

2 way talk back public address system located on floors connected to a floor selector switching console interconnected to an amplifier of suitable wattage and a microphone installed close to the fire alarm control panel

**i. Safety and Security**

24x7 vigilance facility with Close Circuit Television (CCTV) cameras

**15. Building Management System (BMS)****a. Building automation software:**

Software/IP based Air Conditioning and Mechanical Ventilation (ACMV) system automation, PHE system automation, STP system automation, elevator monitoring, toilet exhaust monitoring, basement exhaust fan monitoring

**b. Vertical Transportation**

- 15 passenger 4 nos. of lifts

**c. Lobby:**

Exquisite fully air-conditioned entrance lobby at ground floor

**16. Green Building Features:**

**a.** LEED Gold rating (as per IGBC standards) Sustainable Green Building measures adopted by

- Using materials with recycled content regional/local materials, certified wood, rapidly renewable materials, low emitting materials
- Energy efficiency measures like thermal and day lighting control by using efficient electrical fittings, high performance low Emissivity and low U value glass and high coefficient of performance (CoP) chillers

- Ozone depletion measures by using selective ACMV refrigerant
- Low flush water fixtures
- Water recycling from sewage treatment plant- for ACMV, landscape and toilet flushing
- Rainwater harvesting by deep recharge
- Solar power (35KW) at top terrace area by solar panel system.

**b. Car Parking:**

Separate car parking facility at multi level car parking, 2 basements and open area

**c. Traffic Management:**

Intelligent traffic circulation plan

**d. Landscape, softscape, waterscape:**

- Exquisite water feature at the landscape areas at ground floor level.
- Landscape garden at every open/covered terrace areas on upper floors.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

**(Common Rules)**

**(PART-I)**

**1. The Sub Lessee shall not: -**

- 1.1 Damage the common portions or any of the other Units by making any alterations or withdrawing any support or otherwise.
- 1.2 Keep or allow to be kept combustible, obnoxious or dangerous articles in the Unit or the common portions which may be injurious or obnoxious to the other Sub Lessee/occupiers of the Blocks or such articles which are so heavy as to affect or endanger the structure of the Blocks or any of its portions or of any fittings or fixtures thereof, including but not restricted to, windows, door, floors, beams, pillars, lift or the staircase.
- 1.3 Hang from or attach to the beams or the rafters of any part of the Unit or the Blocks any articles or machinery the weight whereof may likely to affect, damage or endanger the construction of the Blocks or any part thereof.
- 1.4 Do or cause to be done anything which may cause any damage to or affect the Blocks or any portion thereof in any manner whatsoever, including but not restricted to, the flooring, ceiling, walls, pillars or beams, or the use or enjoyment of any of the other Sub Lessees.

- 1.5 Affix or draw any wire, cable, pipe from, to or through any common portions or outside walls of the Blocks or other parts of the premises, without written approval of the Sub Lessor or the HoldingOrganization, as the case may be.
- 1.6 Affix or install any antenna on the ultimate roof of the Commercial Blocks or any open terrace that may be part of any Unit or in its windows.
- 1.7 Hang or put any clothes in or upon the windows, balconies or any other portion of the Unit, which is visible from the outside.
- 1.8 Do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any other occupants of the Blocks or cause disharmony amongst them.
- 1.9 Install any air conditioners except in the approved places.
- 1.10 Affix or change the design or the place of the grills, the windows or the main door of the Unit, without written approval.
- 1.11 Make any internal additions, alteration and/or modifications in or about the Unit save in accordance with then existing building regulations and prior written permission therefor having been taken from the appropriate authorities as also from the Sub Lessor or the HoldingOrganization, as the case may be.
- 1.12 Not to carry on any work of fittings and fixtures, or connected therewith in any manner whatsoever or in connection with construction of any nature or completion thereof inside the Unit, excepting between 09.00 A.M. to 05.00 P.M. and that too in such a manner so as not to cause any annoyance or disturbance to the occupants of the Blocks.
- 1.13 Alter the outer elevation of the Blocks or the Unit, or any part thereof, nor decorate the exteriors thereof in any manner whatsoever.
- 1.14 Commit or permit to be committed any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Units or the Blocks.
- 1.15 Claim any right of pre-emption or otherwise regarding any other Unit, Parking space or any other portion of the Block or the Complex.

1.16 Do or permit any act, deed, matter or thing to be done in or about the Unit may render void or make voidable any insurance in respect of the Blocks or cause the premium for the insurance to be increased.

1.17 Question the quantum of any amount of maintenance levied upon them.

**(PART-II)**

**2. The Sub Lessee shall: -**

2.1 Maintain the Blocks for the purpose, with the intent and object for which the same is constructed.

2.2 Strictly abide by all the rules and regulations of the H.O.

2.3 Perform and observe and ensure that all its agents, employees and licensees perform and observe all rules and regulations made from time to time by the Sub Lessor or the Holding Organization for the maintenance, management, safety, care and cleanliness of the building and all such rules and regulations shall bind the Sub-Lessee/Allottee and/ or its tenants nominees or licensees upon and from the day on which notice in writing thereof is given to it provided that the Sub Lessor or the Holding Organization shall not be liable to the Sub- Lessee/Allottee and/ or its tenants nominees or licensees in any way for the violation of the rules and regulations by any person including the other Sub- Lessee/Allottee and/ or its tenants nominees or licensees of the Complex or the agents, invitees or licensees thereof.

2.4 Co-operate and assist in all manner with the Holding Organization in carrying out its day to day activities and obligations 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 Blocks including, but not restricted to, those under the West Bengal Fire Services Act, 1950 and/or the rules made there under and shall indemnify and keep the Sub Lessor as also the Holding Organization saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and/or proceedings that the Sub Lessor and/or the Holding Organization may suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the Sub-Lessee/Allottee.

- 2.5 Maintain at their own costs their Units in good conditions, state and order in which the same will be delivered to them, normal wear and tear excepted.
- 2.6 Abide by and/or comply with all statutory laws, bye laws rules regulations and/or restrictions of the Central Government and the State of West Bengal.
- 2.7 Pay the charges for electricity wholly relating to the Unit and proportionately relating to the common areas, utilities and facilities.
- 2.8 Pay for electricity charges consumed, including those for loss of transmission, and other charges and / or deposits to ensure that none of the other Sub Lessee(s) or the Holding Organization is hindered in any manner for any non-payment or delayed payment.
- 2.9 Pay the proportionate rates, charges and fees of the Kolkata Municipal Corporation till such time the Unit is not mutated and separately assessed by the Kolkata Municipal Corporation and thereafter timely pay all rates and taxes of the Kolkata Municipal Corporation to ensure that none of the other Sub Lessee(s) or the Holding Organization is hindered in any manner for any non-payment or delayed payment.
- 2.10 Pay such further Deposits as be required by the Sub Lessor or the Holding Organization from time to time.
- 2.11 Pay within 7 (Seven) days of being called upon to do so, the proportionate common expenses mentioned in Schedule "G" as also all other outgoings related to the Unit and including proportionate expenses relating to the replacement of any equipment.
- 2.12 Keep the Unit and every part thereof, including all fixtures and fittings therein or exclusive thereto properly painted, in good repair, in a neat and clean condition and in a decent and respectable manner.
- 2.13 Maintain and be responsible for the structural stability of the Unit and not to do any act, matter or thing which may affect the structural stability of the towers comprising the Blocks.
- 2.14 Use the Unit and the common portions carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved.
- 2.15 Sign such forms, give such authorities and under such co-operation as may be required by the Sub Lessor or the Holding Organization as the case may be.

- 2.16 Pay, wholly in respect of the Unit and proportionately in respect of the buildings, all costs, charges and expenses as may arise due to any reason whatsoever and claim any reimbursement if the same be occasioned due to default by any other person.
- 2.17 Allow the Sub Lessor or the Holding Organization, as the case may be, with or without workmen, upon prior reasonable notice to enter into the Unit.
- 2.18 Ensure that the Blocks are maintained in decent manner.
- 2.19 Pay such damages on demand ascertained by the Sub Lessor or the Holding Organization as the case may be, for the breach of any of covenants herein contained within the due date therefor as specified in the demand letter.
- 2.20 Pay interest at the rate of 1.5% per month in the event the Sub- Lessee/Allottee fails or neglects to pay the damages/maintenance charges/other dues for the breach of any covenant from the date of demand till the date of payment and in the event the said damages/maintenance charges/other dues and the interest thereon is not paid within 60 (Sixty) days from the date of demand, the Sub- Lessee/Allottee shall not use, till such time the entirety of the said damages and the interests thereon are paid, any of the utilities and facilities in the Blocks including, but not restricted to, the water supply, gas, electricity and lift and hereby authorize the Sub Lessor, and after them the Holding Organization, to discontinue any of all the facilities and utilities.
- 2.21 **Additions and alterations:** Not to make any civil or structural changes and/or modification in respect of the Unit save and except changes and/or modification required for interior fitment and furnishing within the Unit, by way of wooden/glass partitions/cubicles/office furniture (which will be built/constructed and brought into the Unit in semi finished condition for the purpose of assembly and installation thereat) / wooden flooring/false ceiling subject to prior approval of the same from the Sub Lessor or Holding Organization and without causing any damage to the walls, columns, ceiling, air-conditioning ducts/fire sprinklers, sensors and/or electrical/ telephone/ data cables, windows etc at their own cost and effort.
- 2.22 **Loading of heavy equipment :** Not to load or permit or suffer to be loaded at any time on any part of the floors or structures of the Unit any weight greater than 325 kilos per square metre or any weight which will cause undue strain nor install any equipment or machinery which shall cause dangerous vibration or be a nuisance to the Sub Lessor or other Sub- Lessee (s)/Allottee(s) and their nominees or licensees of “**BIOWONDER**” and the Sub- Lessee(s)/Allottee(s) and their nominees or



licensees shall when required by the Sub Lessor reduce the same, de-install the same and the decision of the Sub Lessor in this regard shall be final and binding.

- 2.23 Avoidance of Insurance Policy And Additional Premium:** Not to do or permit or suffer to be done anything whereby the policy or policies of insurance on “**BIOWONDER**”/Blocks or the Unit against loss or damage by fire or policies of insurance on “**BIOWONDER**”/ Blocks or the Unit against loss or damage by fire or other risks may be rendered void or violable or whereby the rate of premium thereon may be increased and to make good all damages suffered by the Sub Lessor and to repay to the Sub Lessor on demand all sums paid by the Sub Lessor by way of increased premia and all other expenses relating to the renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant without prejudice to any other rights of the Sub Lessor.
- 2.24 User and Security of the Unit:** Keep the Unit secured fastened and locked at all times when it will remain unattended and not to sleep or allow any person to sleep in the Unit and not to use the Unit for residential purposes, nor keep any animal or reptile in the Unit.
- 2.25 Unpacking Of Goods :** Not place or leave outside the Unit packages boxes or crates of any description or parcels of goods or articles or any containers of any description and to carry out all unpacking of goods within the Unit.
- 2.26 Parking and other Common Areas:** Not claim any right or interest in any portion of “**BIOWONDER**” except the Unit and its right to enjoy the same for the purpose for which the Unit has been leased and for ingress and egress through the common parts and/or the passages.
- 2.27 Ensure abidance of Covenants by its employees:** Ensure that all its employees strictly abide by the terms as also the instructions issued by the Holding Organization from time to time for enforcing security and smooth functioning of the proposed office/Block. For this purpose, persons temporarily or permanently engaged and/or employed by the Sub- Lessee/Allotteeand/or its tenants nominees or licensees, directly or indirectly for and/or in connection with their business in the Unit and/or otherwise shall be considered to be its employees and the Sub-Lessee/Allottee and/ or its nominees or licensees shall be fully responsible and liable for all acts of omission or commission of its employees.

## **INTERIOR FIT OUT RULES**

### **Part - III**

**Mandatory measures to be followed by the Sub- Lessee/Allottees for their Interior Fit Outs.**

1. Usage of energy efficient light fittings to limit connected lighting powered density (LPD) to less than or equal to 0.85 W/sq. ft. for all office spaces;
2. Energy efficient VRV system with Co-efficient of performance (COP) of 3.6 as per ARI test conditions is proposed for the Commercial Blocks.
3. Restrict the solid partition height in the interior fit-out to 41 ft. to have a direct line of sight vision for all the occupants of the buildings with the outside. This helps in improving employee productivity.
4. Recyclable wastes collection bins (plastics, cardboard, paper & metals) should be placed in each space to segregate the waste at the source itself. The type of recyclable collection bins to be placed will be depending on the function of the particular space.
5. Heat recovery wheel with a effectiveness of 75% should be considered for all the air handling units.
6. Energy metering should be installed at each floor level to measure the total energy consumption of the building (commercial & hotel).
7. The paints, coatings and the adhesives used for the interior of the building space should have low extent of Volatile Organic Compounds (VOC) and also meet the LEED specified levels.
8. **LEED Commercial interiors:**The material used for interiors should be as per the Indian Green Building Commercial (IGBC) Standards for Gold rate certified building.
9. **IGBC recommendation :** Apart from the measures stated in Parts III and IV of the Schedule 'G', the Sub- Lessee/Allottee shall duly comply with further measures and suggestions as may from time to time be recommended by the IGBC with regard to making of interior fit outs as also use and occupation of the Unit at the Commercial Complex.

**Part - IV**

**Suggestive measures to be followed by the Sub- Lessee/Allottee for their Interior Fit Outs.**

1. Use eco-friendly house keeping chemicals for the building maintenance.
1. Individual lighting control for all the occupants to maximize energy savings and enhance occupants comfort.
2. Usage of Bureau of Energy Efficiency ( BEE) Star rated or certified white goods, such as, computers, fridge, TV, water cooler etc, to minimize energy consumption.
3. Use maximum recycled content products in the interior fit-outs.
4. Use low volatile organic compounds (VOC) adhesives, sealants, paints.
5. Use Carpet and Rug Institute (CRI) certified carpet.

6. Use urea formaldehyde free composite wood.
7. Measure the temperature, humidity and carbon dioxide by using portable meters to ensure indoor conditions are safe for the occupants to work.
8. Conduct green educational programs for the building occupants disseminate the green building concepts and get them involved in whole process.
9. All air distribution ducts are to be pressure tested to avoid leakage.
10. Entire office space will have to be flushed with fresh air before occupation of floors space.
11. Duct pressure sensors are to be located at 2/3<sup>rd</sup> distance of the maximum length of duct.
12. Record and monitor energy consumption in the building on a continuous basis.

## **PART - V**

### Mutual Easements

The following shall be reciprocal easements regarding the Unit and/or the common portions between the ultimate Sub Lessee and the Sub Lessor and/or the intending Sub Lessee of other Units from the Sub Lessor.

1. The right of ingress and egress from the Unit over the common passage and lobbies including the right of way over the drive ways and pathways, with or without vehicles.
2. The right of access to wires, cables and other equipments and of utilities including connections for water, electricity, telephone, cable TV, interstand all other utilities to and through each and every portion of the premises including all the Units therein.
3. The right of support, shelter and protection of each portion of the towers in the Blocks by the other portions thereof.
4. Such other rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Unit or necessary for the exclusive use or enjoyment thereof by the ultimate Sub Lessee in common with each other subject however to the other conditions herein.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the date month and year first above written.

**SIGNED SEALED AND DELIVERED BY THE DEVELOPER ABOVE NAMED AT KOLKATA IN THE PRESENCE OF:-**

**WITNESSES:-**

1)

2)

\_\_\_\_\_  
**(SUB LESSOR/DEVELOPER)**

**SIGNED SEALED AND DELIVERED BY THE ALLOTTEE(S) ABOVE NAMED AT KOLKATA IN THE PRESENCE OF:-**

**WITNESSES:-**

1)

2)

\_\_\_\_\_  
**(SUB LESSOR (S)/ALLOTTEE(S))**

**MEMO OF CONSIDERATION**

**RECEIVED** from the within mentioned Sub Lessor/Allottee the within mentioned sum of **Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_) **only** being part consideration money as per memo below.

**BANK NAME      CHEQUE NO. DATED      FAVOURING      AMOUNT(Rs)**

\_\_\_\_\_  
**Total    Rs.** \_\_\_\_\_/-  
\_\_\_\_\_

(Rupees \_\_\_\_\_) only

**WITNESSES:**

- 1.
- 2.

\_\_\_\_\_  
**SUB LESSOR**

“Annexure”

